LANDLORD:	Miami Beach Redevelopment Agency, a public body corporate and politic 1700 Convention Center Drive Miami Beach, Florida 33139
TENANT:	Unique Brazilian Jewelry LLC 8001 S Orange Blossom Trail Unit 1262 Orlando, FL 32809
DATE OF EXECUTION:	_____, 2022

ANCHOR SHOPS AT SOUTH BEACH
RETAIL LEASE

DRAFT

LEASE SUMMARY

The following is a summary of basic lease provisions with respect to the Lease. It is an integral part of the Lease, and terms defined or dollar amounts specified in this Summary shall have the meanings or amounts as stated, unless expanded upon in the text of the Lease and its Exhibits, which are attached to and made a part of this Summary.

1.	Date of Lease Execution:	_____, 2022.
2.	"Landlord":	Miami Beach Redevelopment Agency
3.	Landlord's Address:	Miami Beach Redevelopment Agency 1700 Convention Center Drive Miami Beach, Florida 33139 Attention: Asset Management Division with a copy to: City of Miami Beach Miami Beach Redevelopment Agency 1700 Convention Center Drive Miami Beach, Florida 33139 Attention: Legal Department
4.	"Tenant":	Unique Brazilian Jewelry LLC, a Florida limited liability company
5.	Tenant's Address:	8001 S Orange Blossom Trail Unit 1262 Orlando, FL 32809
6.	"Guarantors":	Karina Goncalves and Ruan Gocalves
7.	Guarantor's Address:	Unique Brazilian Jewelry LLC 8001 S Orange Blossom Trail Unit 1262 Orlando, FL 32809
8.	Premises (section 1.1):	100-16 Street, Suite 5 Miami Beach, FL 33139 As shown on Exhibit "B"
9.	Gross Rentable Area of Premises (section 1.1):	Approximately 721 square feet.
10.	Gross Rentable Area of Retail Space (section 1.1):	Approximately 20,500 rentable square feet
11.	Tenant's Proportionate Share (section 2.4):	3.517% of Gross Rentable Area of Retail Space

12. Permitted Use of Premises (section 3.1): Premises shall be used as a high end jewelrystore, (and subject to the prohibited uses described in Exhibit "D" to the Lease).

13. Term of Lease (section 1.1): Lease Term is nine (9) years and 364 Days from the Commencement Date.

"Commencement Date": The date Landlord delivers premises to the Tenant.

"Rent Commencement Date": the earlier of one 1) hundred and twenty (120) days from Tender Date; or 2) the date any portion of the Premises opens for business.

“Renewal Options”: None

14. "Minimum Rent" (section 2.2):

MONTHS	COST PER SQAURE FOOT	ANNUAL/MONTHLY PAYMENT (PLUS SALES TAX)
Year 1- Rent Commencement Date	$55 per Square foot plus sales tax	**$39,655.00 / $3,304.58** plus sales tax
Year 2 – End of Lease Term	**See Note (*)**	**See Note (*)**

***** Commencing on the first anniversary of the Rent Commencement Date, and at the beginning of each succeeding year thereafter during the Term of the Lease (a Lease Year, as defined in section 2.1), the Minimum Rent shall be increased annually in increments of three percent (3%).

15. Prepaid Rent (section 2.2): $4,415.22 due upon execution of Lease; to be applied to first full month Rent due.

16. Security Deposit (section 2.7): $8,291.50 (due upon execution of Lease).

17. Operating Expenses (section 2.4): Proportionate share of Property Taxes, Common Area Maintenance and Insurance on the Anchor Shops and Parking Garage.

LEASE YEAR	COMMON AREA MAINTENANCE (CAM) COST PER SQUARE FOOT*	ANNUAL/MONTHLY PAYMENT
1	$14.00 per Square foot plus sales tax	$ 10,094.00/$841.17 per month plus sales tax

2-End of Lease	**See Note (*)**	**See Note (*)**

Note (*) Beginning on the first anniversary of the Rent Commencement Date, and at the beginning of each succeeding Lease Year thereafter, during the Term. the Operating Expense payment shall be adjusted, on an annual basis, to reflect Tenant's actual Proportionate share of Property Taxes, Insurance costs (including insurance costs, determined at Landlord's sole discretion, under Landlord's self-insurance fund), and CAM costs incurred by the Landlord during the previous Lease Year ("Operating Expense Adjustment"). Simultaneously with this adjustment, Tenant shall be responsible for paying any difference between the Proportionate Share of the estimated Operating Expenses paid by Tenant during the previous Lease Year and the Proportionate Share owed by Tenant in connection with the actual Operating Expenses for the previous Lease Year ("Operating Expense True-Up").

The Operating Expense payment shall continue to be payable in monthly installments as otherwise described above until Landlord notifies Tenant of the new monthly Operating Expense payment and Operating Expense True-Up payment. Landlord shall attempt to so notify Tenant prior to the commencement date or within 30 days of being requested by Tenant of each Operating Expense Adjustment and Operating Expense True-Up amount; however, failure of Landlord to timely notify Tenant of said Operating Expense Adjustment/True-Up amounts shall not be deemed a waiver by Landlord of the right to make said Operating Expense Adjustment/True-Up; the new Operating Expense Adjustment or any sums due pursuant to the Operating Expense True-Up for the previous Lease Year shall be payable, retroactive to the effective date of said adjustment date, upon notification by Landlord to Tenant of the new monthly Operating payment amount and the total True-Up amount due.

18.	Comprehensive General Liability Insurance (section 6.1):	$1,000,000.00 per occurrence; $2,000,000.00 general aggregate
19.	Trade Name (section 3.1):	Unique Brazilian Jewelry
20.	Broker(s) (section 16.12):	CBRE, Inc. represents the Landlord exclusively in this transaction and Avenue Real Estate Partners, LLC represents the Tenant. CBRE, Inc. shall be paid a commission by Landlord, in Accordance with a separate professional services agreement, and Keyes Commercial will be paid by CBRE Inc, in accordance with the Professional Services Agreement between the Landlord and CBRE, dated October 24, 2017.
21.	Tenant's Hours of Operation (section 3.5)	The Hours of Operation Shall be daily 10:00AM 9:00PM subject to City ordinances. Any change in the hours of operations shall require the prior written approval of the Executive Director or designee.

THIS LEASE (the “Lease"), dated the ____ day of _____, 2022, is made between the Miami Beach Redevelopment Agency, a public body corporate and politic (the “Landlord"), and Unique Brazilian Jewelry LLC, a Florida limited liability company d/b/a Cave 305 (the “Tenant").

RECITALS:

A. The Landlord is the fee simple owner of a certain facility (the "Facility") containing a municipal parking garage and appurtenances containing approximately eight hundred (800) parking spaces (the "Garage") and certain retail space (the "Retail Space") located in an area bounded by Washington and Collins Avenues in the proximity of 16th Street, located in the City of Miami Beach, Miami-Dade County, Florida, as more particularly described in Exhibit "A," attached hereto and made a part hereof (the "Land"). The Landlord is the fee simple owner of the Land and the Facility.

B. Landlord and Tenant desire to enter into this Lease for a portion of the Retail Space, on the terms and conditions hereinafter set forth.

C. The Executive Director’s designee shall be the contract manager designated by the Landlord to administer this Lease. The Executive Director’s designee shall be the City of Miami Beach Director of the Asset Division of the Facilities and Fleet Management Department.

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

ARTICLE I. TERM.

1.1 Term. In consideration of the performance by Tenant of its obligations under this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the Term, a portion of the Retail Space (“Premises."). A site plan showing the location of the Retail Space within the Facility, as well as the location of the Premises, is attached hereto and made a part hereof as Exhibit "B." The gross rentable area of the Premises and Retail Space shown on the Lease Summary do not represent accurate measurements of the square footage contained in the Premises or the Retail Space but are mere estimates. The Premises does not extend beyond the interior footprint of the Premises.

The "Term" of the Lease is the period from the Commencement Date as specified in the Lease Summary, through the Expiration Date, as specified in the Lease Summary.

1.2. Landlord's Work. Tenant acknowledges and agrees that it is accepting possession of the Premises in as-is condition and that, except as otherwise expressly hereinafter set forth, Landlord has no obligation to furnish, render, or supply any money, work, labor, material, fixture, equipment, or decoration with respect to the Premises.

ARTICLE II. RENT.

2.1 Covenant to Pay. Tenant shall pay to Landlord all sums due hereunder from time to time from the Rent Commencement Date without prior demand, together with all applicable Florida sales tax thereon; however, unless otherwise provided in this Lease, payments other than Tenant's regular monthly payments of Minimum Rent shall be payable by Tenant to Landlord within ten (10) days following written demand. All rent or other charges that are required to be paid by Tenant to Landlord shall be payable at Landlord’s address indicated on the Lease Summary. Minimum Rent and additional rent (which is all sums payable to Landlord other than Minimum Rent) for any "Lease Year" consisting of less than twelve (12) months shall be prorated on a per diem basis, based upon a period of 365 days. “Lease Year" means the twelve (12) full calendar months commencing on the Commencement Date. However, the final Lease Year may contain less than twelve (12) months due to expiration or sooner termination of the Term. Tenant agrees that its covenant to pay rent and all other sums under this Lease is an

independent covenant and that all such amounts are payable without counterclaim, set-off, deduction, abatement, or reduction whatsoever, except as expressly provided for in this Lease.

2.2 Minimum Rent. Subject to any escalation which may be provided for in this Lease, Tenant shall pay Minimum Rent for the Term in the initial amount specified in the Lease Summary, which, except for the first installment, shall be payable throughout the Term in equal monthly installments in advance on the first day of each calendar month of each year of the Term, such monthly installments to be in the amounts (subject to escalation) specified in the Lease Summary. The first monthly installment of Minimum Rent shall be due on the date of this Lease and the second monthly installment shall be due following Rent Commencement Date. The Minimum Rent described above shall be adjusted during the Term of this Lease as provided in the Lease Summary.

2.3 Operating Expenses (Property Taxes; Insurance; and Common Area Maintenance (CAM)). Tenant shall remit together with regular monthly payments of Minimum Rent, its proportionate share of estimated Operating Expenses for the Premises, as additional rent, and as determined by Landlord, in its sole discretion and judgment, including Property Taxes, Insurance, and CAM, in accordance with item 19 of the Lease Summary, and as more particularly described hereinafter.

2.4 Payment of Personal Property Taxes; Sales Tax Reports. Tenant shall pay, when due, all taxes attributable to the personal property, trade fixtures, business, occupancy, or sales of Tenant or any other occupant of the Premises and to the use of the Retail Space by Tenant or such other occupant. Tenant shall provide Landlord with copies of Tenant's Sales and Use Tax Return “Form DR-15CS or DR-15EZ” filed with the Florida Department of Revenue reporting Gross Receipts made from the Premises during the preceding calendar month.

2.4 Rent Past Due. If any payment due from Tenant shall be overdue more than five (5) business days, a late charge of five (5%) percent of the delinquent sum may be charged by Landlord. If any payment due from Tenant shall remain overdue for more than fifteen (15) days, an additional late charge in an amount equal to the lesser of the highest rate permitted by law or one and one-half (1½%) percent per month (eighteen (18%) percent per annum) of the delinquent amount may be charged by Landlord, such charge to be computed for the entire period for which the amount is overdue and which shall be in addition to and not in lieu of the five (5%) percent late charge or any other remedy available to Landlord.

2.5 Security Deposit. Landlord acknowledges receipt of a security deposit in the amount specified on the Lease Summary to be held by Landlord, without any liability for interest thereon, as security for the performance by Tenant of all its obligations under this Lease. Landlord shall be entitled to commingle the security deposit with Landlord's other funds. If Tenant defaults in any of its obligations under this Lease, Landlord may at its option, but without prejudice to any other rights which Landlord may have, apply all or part of the security deposit to compensate Landlord for any loss, damage, or expense sustained by Landlord as a result of such default. If all or any part of the security deposit is so applied, Tenant shall restore the security deposit to its original amount on demand of Landlord, within ten (10) days.

If Tenant is not in default of the Lease, as defined in Article IX, and Tenant is current on all rental payments with no monies past due, then Landlord shall return to Tenant the Security Deposit, in the amount of $66,918.22, within thirty (30) days following termination of this Lease.

2.6 Landlord’s Lien. To secure the timely construction and installation of all improvements to the Premises by tenant, if applicable, and to secure the payment of all rent and other sums of money due and to become due hereunder and the faithful performance of this Lease by Tenant, Tenant hereby gives to Landlord an express first and prior contract lien and security interest on all property now or hereafter acquired (including fixtures, equipment, chattels, and merchandise) which may be placed in the Premises and also upon all proceeds of any insurance which may accrue to Tenant by reason of destruction of or damage to any such property. Such property shall not be removed therefrom without the written consent of Landlord until all arrearages in rental and other sums of money then due to Landlord hereunder shall first have been paid; provided, Tenant may operate its business in the ordinary course and the removal of merchandise from the Premises by customers of Tenant shall not be a

default under this section. All exemption laws are hereby waived in favor of said lien and security interest. This lien and security interest is given in addition to Landlord's statutory lien and shall be cumulative thereto. Landlord shall, in addition to all of its rights hereunder, also have all of the rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State in which the Premises is located. To the extent permitted by law, this Lease shall constitute a security agreement under Article 9 of the Florida Uniform Commercial Code.

2.7 Inspection and Audit.

(A) Tenant shall maintain its financial records pertaining to its operations pursuant to this Lease during the Term, and for a period of three (3) years following the expiration or termination of the Lease. Such records shall be open and available to the Landlord, as deemed necessary by the Executive Director or the Executive Director's designee, upon ten (10) business days' written notice that the Landlord desires to review said records. Tenant shall maintain accurate receipt-printing cash registers or a like alternative which will record and show the payment for every sale made or service provided. Tenant shall also maintain such other records as would be required by an independent CPA in order to audit a statement of annual Gross Receipts and profit and loss statement pursuant to generally accepted accounting principles. Tenant shall maintain its records relating to the operation of the Premises within Miami-Dade County, Florida.

(B) The Executive Director or Executive Director's designee shall be entitled to audit Tenant's records pertaining to its operations during the Term as often as it deems reasonably necessary throughout the Term of this Lease, and within the three (3) year period following the expiration or termination of the Lease. Landlord shall be responsible for paying all costs associated with such audits, unless the audit(s) reveals a deficiency of five percent (5%) or more in Tenant's statement of Gross Receipts for any Lease Year audited, in which case the Tenant shall pay Landlord, within thirty (30) days of the audit being deemed final (as specified below), the cost of the audit and a sum equal to the amount of the deficiency revealed by the audit, plus interest as required pursuant to section 2.6. These audits are in addition to periodic audits by the City of Resort Tax collections and payments, which are performed separately. Nothing contained within this section shall preclude the City's audit rights for Resort Tax collection purposes.

(C) Tenant shall submit, at the end of each Lease Year during the Term, an annual statement of Gross Receipts, in a form consistent with generally accepted accounting principles. Additionally, such statement shall be accompanied by a report from an independent CPA.

ARTICLE III. USE OF PREMISES.

3.1 Permitted Use. The Premises shall be used and occupied only for the operation of a high end fashion jewelry store. The business of Tenant in the Premises shall be carried on under the name specified in the Lease Summary and under no other name unless approved by Landlord in writing. Tenant shall carry on its business within the Premises in a reputable manner and shall not do, omit, permit, or suffer to be done or exist upon the Premises anything which shall result in a nuisance, hazard, or bring about a breach of any provision of this Lease or any applicable municipal or other governmental law or regulation, or would otherwise be inconsistent with a high end fashion jewelry store or incompatible with commercial uses ancillary to a first-class convention center hotel. Tenant shall observe all rules and regulations established by Landlord for the Retail Space. The rules and regulations in effect as of the date hereof are attached to and made a part of this Lease as Exhibit "C." Landlord will provide a copy of any amendments to the rules and regulations at least seven (7) days prior to the effective date of any such amendments. Tenant shall display such name as Landlord may from time to time designate for the Retail Space in its stationery used upon the Premises, and in material which is given, visible, or available to customers of Tenant. Tenant shall promote such name in any advertisements or promotional material published or initiated by Tenant in regard to its business from the Premises. The names for the Retail Space and the project of which the Retail Space is a part, which Landlord may from time to time adopt, and every name or mark adopted by Landlord in connection with the Retail Space shall be used by Tenant only in association with the business carried on in the Premises during the Term and Tenant's use thereof shall be subject to such reasonable regulation as Landlord may from time to time impose.

3.2 Compliance with Laws. The Premises shall be used and occupied in a safe, careful, and proper manner so as not to contravene any present or future laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders, and requirements of all governmental authorities having jurisdiction over the Premises or any street, road, avenue, or sidewalk comprising a part of, or lying in front of, the Premises or any vault in or under the Premises (including, without limitation, any of the foregoing relating to handicapped access or parking, the local building codes, and the laws, rules, regulations, orders, ordinances, statutes, codes, and requirements of any applicable Fire Rating Bureau or other body exercising similar functions), the temporary and/or permanent certificate or certificates of occupancy issued for the Premises as then in force, and any and all provisions and requirements of any property, casualty, or other insurance policy required to be carried by Tenant under this Lease. If due to Tenant's use of the Premises repairs, improvements, or alterations are necessary to comply with any of the foregoing, Tenant shall pay the entire cost thereof.

3.3 Signs. Tenant, at Tenant's expense, shall erect and maintain identification signage upon the storefront of the Premises. The design and specification of such signage shall be subject to Landlord's sign criteria as adopted from time to time and such design and specification (including camera-ready artwork) shall be submitted for Landlord's prior approval. Except with the prior written consent of Landlord, Tenant shall not erect, install, display, inscribe, paint, or affix any signs, lettering, or advertising medium upon or above any exterior portion of the Premises or in or on Tenant's storefront or storefront window. Landlord's signage criteria is attached hereto and made a part hereof as Exhibit "E."

3.4 Environmental Provisions.

(A) Tenant shall not knowingly incorporate into, use, or otherwise place or dispose of at the Premises or in the Retail Space (or allow others to incorporate into, use, or otherwise place or dispose of at the Premises or in the Retail Space) any Hazardous Materials, as hereinafter defined, unless (i) such Hazardous Materials are for use in the ordinary course of business (i.e., as with office or cleaning supplies), (ii) notice of and a copy of the current material safety data sheet is provided to Landlord for each such Hazardous Material (except for Hazardous Materials used by Tenant in the ordinary course of business (i.e., as with office or cleaning supplies)), and (iii) such materials are handled and disposed of in accordance with all applicable governmental laws, rules, and regulations. If Landlord or Tenant ever has knowledge of the presence in the Premises or the Retail Space of Hazardous Materials which affect the Premises, such party shall notify the other thereof in writing promptly after obtaining such knowledge. For purposes of this Lease, "Hazardous Materials" shall mean: (a) petroleum and its constituents; (b) radon gas, asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; (c) any substance, gas, material or chemical which is or may hereafter be defined as or included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "pollutants or contaminants," "solid wastes," or words of similar import under any applicable governmental laws, rules, and regulations including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9061 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.; and Florida Statutes, Chapters 376 and 403; and (d) any other chemical, material, gas, or substance, the exposure to or release of which is regulated by any governmental or quasi-governmental entity having jurisdiction over the Retail Space or the operations thereon.

(B) If Tenant or its employees, agents, or contractors shall ever violate the provisions of subsection (A), above, then Tenant shall clean-up, remove, and dispose of the Hazardous Material causing the violation, in compliance with all applicable governmental standards, laws, rules, and regulations and repair any damage to the Premises or Retail Space within such period of time as may be reasonable under the circumstances after written notice by Landlord, provided that such work shall commence not later than thirty (30) days from such notice and be diligently and continuously carried to completion by Tenant or Tenant's designated contractors. Tenant shall notify Landlord of its method, time, and procedure for any clean-up or removal of Hazardous Materials under this provision; and Landlord shall have the right to require reasonable changes in such method, time, or procedure or to require the same to be done after normal business hours or when the Retail Space is otherwise closed (i.e., holidays) if reasonably required for the protection of other tenants or occupants of the Retail Space.

(C) Tenant agrees to defend, indemnify, and hold harmless Landlord, and the City of Miami Beach (the "City") against any and all claims, costs, expenses, damages, liability, and the like, which Landlord may hereafter be liable for, suffer, incur, or pay arising under any applicable environmental laws, rules, and regulations and resulting from or arising out of any breach of the covenants contained in this section 3.4, or out of any act, activity, or violation of any applicable environmental laws, rules, and regulations on the part of Tenant, its agents, employees, or assigns. Tenant's liability under this section 3.4 shall survive the expiration or any termination of this Lease.

3.5 Hours; Continued Occupancy. During the Term, Tenant shall conduct its business in the Premises, at a minimum, on all days and during all hours established by Landlord from time to time as hours for the Retail Space. Tenant may conduct business on the Premises, in addition to the foregoing times, in Tenant's reasonable judgment in order to maximize sales from the Premises, at Tenant's sole expense; provided, however, that Tenant does not to exceed the approved hours of operation set forth in section 23 of the Lease Summary. However, Landlord shall not be responsible for providing common area or other services during such additional hours. Tenant shall open the whole of the Premises for business to the public, fully fixtured, stocked, and staffed in accordance with the Lease Summary, unless otherwise approved in writing by Landlord, and shall continuously, actively, and diligently carry on the business specified in section 3.1 on the whole of the Premises during the Term, during such hours and upon such days as are herein required, except when prevented from doing so by force majeure. Tenant acknowledges that its continued occupancy of the Premises and the regular conduct of its business therein are of utmost importance to neighboring tenants and to Landlord in the renting of space in the Retail Space, the renewal of other leases therein, the efficient and economic supply of services and utilities. Tenant acknowledges that Landlord is executing this Lease in reliance thereupon and that the same is a material element inducing Landlord to execute this Lease. Tenant shall not keep or display any merchandise on or otherwise obstruct the common areas and shall not sell, advertise, conduct, or solicit business anywhere within the Retail Space other than in the Premises. Tenant shall ship and receive supplies, fixtures, equipment, furnishings, wares, and merchandise only through the appropriate service and delivery facilities provided by Landlord; and shall not park its trucks or other delivery vehicles or allow suppliers or others making deliveries to or receiving shipments from the Premises to park in the parking areas, except in those parts thereof as may from time to time be allocated by Landlord for such purpose. Tenant shall maintain available a substantial stock of goods, wares, and merchandise adequate to ensure successful operation of Tenant's business, and shall employ and maintain sales and other personnel sufficient at all times for proper service to customers.

3.6 Prohibited Uses. Notwithstanding any other provisions of this Lease, Tenant shall not use the Premises nor permit them to be used for any of the following purposes: (A) for the sale by Tenant, as its principal business purpose, of any merchandise which Tenant, in the course of its normal business practice, purchases at manufacturers' clearances or purchases of ends-of-runs, bankruptcy stock, seconds, or other similar merchandise; (B) for the sale of second-hand goods, war surplus articles, insurance salvage stock, fire sale stock, merchandise damaged by or held out to be damaged by fire, except merchandise damaged by fire or smoke occurring in the Retail Space, and then only for thirty (30) days after the date of any such damage; (C) as an auction or flea market; (D) for a bankruptcy sale or going-out-of-business sale or liquidation sale or any similar sale, unless Tenant is in fact in bankruptcy or is going out of business or is in liquidation, in which case such sale shall not continue beyond thirty (30) days; (E) a business primarily used for an order office, mail order office, or catalogue store; (F) any business in which Tenant is engaged in intentionally deceptive or fraudulent advertising or selling practices or any other act or business practice contrary to honest retail practices (G) tenant shall not offer or sell Hookahs, E Cigarettes or CBD products; or (H) the retail sale or online sale of knock offs, replicas or duplicates or imitation of any other brands”

ARTICLE IV. ACCESS AND ENTRY.

4.1 Right of Examination. Landlord shall be entitled at all reasonable times and upon reasonable written notice, not less than 24 hours (but no notice is required in emergencies) to enter the Premises to examine them if Landlord reasonably believes that Tenant is not complying with any of its obligations hereunder; to make such repairs, alterations, or improvements thereto as Landlord considers necessary or reasonably desirable; to have access to underfloor facilities and access panels to mechanical shafts and to check, calibrate, adjust, and balance controls and other parts of the heating, air conditioning, ventilating, and climate control systems. Landlord reserves

to itself (and others acting on behalf of Landlord including, without limitation, the City) the right to install, maintain, use, and repair pipes, ducts, conduits, vents, wires, and other installations leading in, through, over, or under the Premises and for this purpose, Landlord may take all material into and upon the Premises which is required therefor. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord reserves the right to use all exterior walls and roof area. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises and Tenant's property.

4.2 Right to Show Premises. Landlord and its agents have the right to enter the Premises at all reasonable times and upon reasonable written notice not less than 24 hours to show them to prospective purchasers, lenders, or anyone having a prospective interest in the Retail Space, and, during the last six (6) months of the Term (or the last six (6) months of any renewal term if this Lease is renewed), to show them to prospective tenants. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises and Tenant's property.

ARTICLE V. INITIAL CONSTRUCTION; MAINTENANCE, REPAIRS, AND ALTERATIONS.

5.1. Tenant's Construction Obligations.

(A) Subject to the provisions hereof, Tenant shall, at its expense, cause the construction and installation of all improvements to the Premises, if applicable, in accordance with Tenant's Plans, as hereinafter defined, and as necessary to permit Tenant to occupy same and conduct normal business operations (such improvements being referred to herein as "Tenant's Work"). The plans for such improvements shall be submitted to the Landlord for the Landlord’s prior written consent, which will not be unreasonably withheld or delayed.

(B) All permanent (fixed) improvements to the Premises shall remain the property of the Landlord upon termination of the Lease. Upon the lawful termination of the Lease, all personal property and trade fixtures may be removed by the Tenant from the Premises without damage to the Premises.

(C) Any damage to the existing finishes of the Premises or Retail Space shall be patched and repaired by Tenant, at its expense, and all such work shall be done to Landlord’s satisfaction. If any patched and painted area does not match the original surface, then the entire surface shall be repainted at Tenant's expense. Tenant agrees to indemnify and hold harmless Landlord, its agents, and employees from and against any and all costs, expenses, damage, loss, or liability, including, but not limited to, reasonable attorneys' fees and costs, which arise out of, is occasioned by, or is in any way attributable to the build-out of the Premises or any subsequent improvements or alterations by Tenant pursuant to this Lease. Tenant, at its expense, shall be responsible for the maintenance, repair, and replacement of any and all items constructed by Tenant's contractor.

(D) Tenant shall not alter the existing fire alarm system in the Premises or the Retail Space. Tenant's Plans shall include detailed drawings and specifications for the design and installation of Tenant's fire alarm (and security) system(s) for the Premises. Such system(s) shall meet all appropriate building code requirements, and the fire alarm system shall, at Tenant's expense, be integrated into Landlord’s fire alarm system for the Retail Space. (Landlord is not required to provide any security system.) Landlord’s electrical contractor and/or fire alarm contractor shall, at Tenant's expense, make all final connections between Tenant's and Landlord’s fire alarm systems. Tenant shall insure that all work performed on the fire alarm system shall be coordinated at the job site with the Landlord’s representative.

(E) Tenant will permit no liens to attach to the Premises arising from, connected with or related to the construction of the improvements. Moreover, such construction shall be accomplished through the use of licensed, reputable contractors who are acceptable to Landlord. Any and all permits and or licenses required for the installation of improvements shall be the sole responsibility of Tenant.

(F) The above requirements for submission of plans and the use of specific contractors shall not apply to improvements, maintenance or repairs which do not exceed $20,000.00, provided that the work is not structural, and provided that it is permitted by applicable law.

(G) Landlord acknowledges that the prior tenant of the Premises has made improvements and had signage installed prior to the execution of this Lease Agreement, and as such, said improvements and signage are acceptable to Landlord, to the extent that same were properly permitted, and done in compliance with all applicable building codes, and any other Municipal, County, State and Federal laws.

5.2 Maintenance and Repairs by Landlord. It is hereby acknowledged and agreed that Landlord shall maintain and repair the foundations and all structural components of the Retail Space. Tenant will notify in writing of any necessary repairs that are the obligation of Landlord. Landlord shall not be responsible for any damages caused to Tenant by reason of failure of any equipment or facilities serving the Retail Space or delays in the performance of any work for which the Landlord is responsible to perform pursuant to this Lease. Notwithstanding any other provisions of this Lease, if any part of the Retail Space is damaged or destroyed or requires repair, replacement, or alteration as a result of the act or omission of Tenant, its employees, agents, invitees, licensees, or contractors, Landlord shall have the right to perform same and the cost of such repairs, replacement, or alterations shall be paid by Tenant to Landlord upon demand. In addition, if, in an emergency, it shall become necessary to make promptly any repairs or replacements required to be made by Tenant, Landlord may re-enter the Premises and proceed forthwith to have the repairs or replacements made and pay the costs thereof. Upon demand, Tenant shall reimburse Landlord for the cost of making the repairs. Landlord shall exercise its rights under this section in a manner so as to minimize any disruption or interference with the operation of Tenant's business and property.

5.3 Maintenance and Repairs by Tenant. Tenant shall, at its sole cost, repair and maintain the Premises, all to a standard consistent with a high ned fashion jewelry store, with the exception of base building, mechanical and electrical systems, roof and foundation, which are the obligation of the Landlord. Without limiting the generality of the foregoing, Tenant is specifically required to maintain and make repairs to (i) the portion of any pipes, lines, ducts, wires, or conduits contained within the Premises including, without limitation, interior plumbing and electrical installations, (ii) windows, plate glass, doors, and any fixtures or appurtenances composed of glass (including, without limitation, interior and exterior washing of windows and plate glass and the installation of hurricane shutters as provided by the Landlord); (iii) Tenant's sign; (iv) any heating or air conditioning equipment serving the Premises ("HVAC") (which shall include, without limitation, a preventive maintenance HVAC service contract. Such service contract shall include, without limitation, preventive HVAC maintenance no less than monthly); and (v) the Premises or the Retail Space when repairs to the same are necessitated by any act or omission of Tenant, or the failure of Tenant to perform its obligations under this Lease. All repair and maintenance performed by Tenant in the Premises shall be performed by contractors or workmen designated or approved by Landlord, which approval shall not be unreasonably withheld or delayed. At the expiration or earlier termination of the Term, Tenant shall surrender the Premises to Landlord in as good condition and repair as Tenant is required to maintain the Premises throughout the Term, reasonable wear and tear excepted. Tenant shall also furnish, maintain, and replace all electric light bulbs, tubes, and tube casings located within or serving the Premises and Tenant's signage, all at Tenant's sole cost and expense.

5.4 Approval of Tenant's Alterations. Unless otherwise provided herein, no alterations (including, without limitation, improvements, additions, or modifications to the Premises) shall be made by Tenant to the Premises without Landlord’s prior written approval, which, as to exterior or structural alterations may be withheld in Landlord’s sole discretion. Any alterations by Tenant shall be performed at the sole cost of Tenant, by contractors and workmen approved by Landlord, which approval shall not be unreasonably withheld or delayed, in a good and workmanlike manner, and in accordance with all applicable laws and regulations.

5.5 Removal of Improvements and Fixtures. All leasehold improvements and fixtures (other than unattached, movable trade fixtures which can be removed without damage to the Premises) shall at the expiration or earlier termination of this Lease become Landlord’s property. Tenant may, during the Term, in the usual course of its business, remove its trade fixtures, provided that Tenant is not in default under this Lease; and Tenant shall, at the expiration or earlier termination of the Term, at its sole cost, remove such of the leasehold improvements

(except for improvements installed by Landlord prior to the Commencement Date) and trade fixtures in the Premises as Landlord shall require to be removed and restore the Premises to the condition existing prior to such removal. Tenant shall at its own expense repair any damage caused to the Retail Space by such removal. If Tenant does not remove its trade fixtures at the expiration or earlier termination of the Term, the trade fixtures shall, at the option of Landlord, become the property of Landlord and may be removed from the Premises and sold or disposed of by Landlord in such manner as it deems advisable without any accounting to Tenant.

5.6 Liens. Tenant shall promptly pay for all materials supplied and work done in respect of the Premises by, through, or under Tenant so as to ensure that no lien is recorded against any portion of the Retail Space or against Landlord's or Tenant's interest therein. If a lien is so recorded, Tenant shall discharge it promptly by payment or bonding. If any such lien against the Retail Space or Landlord's interest therein is recorded and not discharged by Tenant as above required within fifteen (15) days following written notice to Tenant, Landlord shall have the right to remove such lien by bonding or payment and the cost thereof shall be paid immediately from Tenant to Landlord. Landlord and Tenant expressly agree and acknowledge that no interest of Landlord in the Premises or the Retail Space shall be subject to any lien for improvements made by Tenant in or for the Premises, and Landlord shall not be liable for any lien for any improvements made by Tenant, such liability being expressly prohibited by the terms of this Lease. In accordance with applicable laws of the State of Florida, Landlord has filed in the public records of Miami-Dade County, Florida, a public notice containing a true and correct copy of this paragraph, and Tenant hereby agrees to inform all contractors and material suppliers performing work in or for or supplying materials to the Premises of the existence of said notice.

5.7 Utilities. Tenant shall pay to Landlord, or as Landlord directs, all gas, electricity, water, trash, pest control and other utility charges applicable to the Premises as separately metered. Tenant shall, at its own cost, install, maintain and repair, as required, its electrical meter for the Premises. In addition, Tenant's electrical equipment and lighting shall be restricted to that equipment and lighting which individually does not have a rated capacity and/or design load greater than the rated capacity and/or design load of the Retail Space. If Tenant's consumption of electrical services exceeds either the rated capacity and/or design load of the Retail Space, then Tenant shall remove the equipment and/or lighting to achieve compliance within ten (10) days after receiving written notice from Landlord, or such equipment and/or lighting may remain in the Premises, so long as (a) Tenant shall pay for all costs of installation and maintenance of submeters, wiring, air-conditioning, and other items required by Landlord, in Landlord's reasonable discretion, to accommodate Tenant's excess design loads and capacities; and (b) Tenant shall pay to Landlord, within thirty (30) days after rendition of a bill, the cost of the excess consumption of electrical service at the rates charged to Landlord by Florida Power & Light, which shall be in accordance with any applicable laws.

ARTICLE VI. INSURANCE AND INDEMNITY.

6.1 Tenant's Insurance. Tenant shall, throughout the Term (and any other period when Tenant is in possession of the Premises), maintain at its sole cost the following insurance:

(A) All risks property insurance, containing a waiver of subrogation rights which Tenant's insurers may have against Landlord and against those for whom Landlord is in law responsible including, without limitation, its directors, officers, agents, and employees, and (except with respect to Tenant's chattels) incorporating a standard New York mortgagee endorsement (without contribution). Such insurance shall insure property of every kind owned by Tenant in an amount not less than the full replacement cost thereof (new), with such cost to be adjusted no less than annually. Such policy shall include as additional insureds Landlord and its affiliates and any mortgagee of Landlord, the City, and any mortgagee of the Landlord in connection with a mortgage on the Facility.

(B) Comprehensive general liability insurance. Such policy shall contain inclusive limits per occurrence of not less than the amount specified in the Lease Summary; provide for severability of interests; and include as additional insureds Landlord and its affiliates and any mortgagee of Landlord, the City, and any mortgagee of Landlord in connection with a mortgage on the Facility.

(C) Worker's compensation and employer's liability insurance in compliance with applicable legal requirements.

(D) Business interruption insurance, sufficient to insure Tenant for no less than one (1) full year of loss of business, with the Landlord named thereon as loss payee to the extent permitted by applicable law.

(E) Any other form of insurance which Tenant or Landlord, acting reasonably, requires from time to time in form, in amounts, and for risks against which a prudent tenant would insure, but in any event not less than that carried by comparable retail establishments in Miami-Dade County, Florida.

All policies referred to above shall: (i) be taken out with insurers licensed to do business in Florida and reasonably acceptable to Landlord; (ii) be in a form reasonably satisfactory to Landlord; (iii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to Landlord or any mortgagee of Landlord; (iv) contain an undertaking by the insurers to notify Landlord by certified mail not less than thirty (30) days prior to any material change, cancellation, or termination, and (v) with respect to subsection (A), contain replacement cost, demolition cost, and increased cost of construction endorsements. Certificates of insurance on Landlord's standard form or, if required by a mortgagee, copies of such insurance policies certified by an authorized officer of Tenant's insurer as being complete and current, shall be delivered to Landlord promptly upon request. If Tenant fails to take out or to keep in force any insurance referred to in this section 6.1, or should any such insurance not be approved by either Landlord or any mortgagee, and Tenant does not commence and continue to diligently cure such default within two (2) business days after written notice by Landlord to Tenant specifying the nature of such default, then Landlord has the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost of Tenant and all outlays by Landlord shall be paid by Tenant to Landlord as additional rent without prejudice to any other rights or remedies of Landlord under this Lease. Tenant shall not keep or use in the Premises any article which may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises or the Retail Space. Landlord represents that Tenant's permitted use doesn't violate any policy carried by the Landlord.

6.2 Loss or Damage. Tenant acknowledges that the Landlord will be performing any maintenance and repairs required of Landlord hereunder. Landlord shall not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Retail Space or damage to property of Tenant or of others located on the Premises or elsewhere in the Retail Space, nor shall it be responsible for any loss of or damage to any property of Tenant or others from any cause, unless such death, injury, loss, or damage results from the gross negligence or willful misconduct of Landlord. Without limiting the generality of the foregoing, Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, falling ceiling tile, falling fixtures, steam, gas, electricity, water, rain, flood, or leaks from any part of the Premises or from the pipes, sprinklers, appliances, plumbing works, roof, windows, or subsurface of any floor or ceiling of the Retail Space or from the street or any other place or by dampness, or by any other cause whatsoever, unless resulting from the gross negligence or willful misconduct of Landlord. Tenant agrees to indemnify Landlord and hold it harmless from and against any and all loss (including loss of Minimum Rent and additional rent payable in respect to the Premises), claims, actions, damages, liability, and expense of any kind whatsoever (including attorneys' fees and costs at all tribunal levels), unless caused by the gross negligence or willful misconduct of Landlord, arising from any occurrence in, upon, or at the Premises, or the occupancy, use, or improvement by Tenant or its agents or invitees of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant its agents, employees, and invitees or by anyone permitted to be on the Premises by Tenant.

6.3 Waiver of Subrogation. Landlord and Tenant each hereby waives on behalf of itself and its insurers (none of which shall ever be assigned any such claim or be entitled thereto due to subrogation or otherwise) any and all rights of recovery, claim, action, or cause of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Premises, or any improvements thereto or the Retail Space, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other causes which are, or could or should be insured against under the terms of the standard fire and extended coverage insurance policies referred to in this Lease, regardless of whether such insurance is actually maintained and regardless of the cause or origin of the damage involved, including negligence of the other party hereto, its agents, officers, or employees. Landlord and Tenant shall each obtain from their respective insurers, under all policies of fire, theft, public liability, worker's compensation, and other insurance maintained by either of them at any time during the term hereof insuring or covering the Retail Space or any portion thereof or operations therein, a waiver

of all rights of subrogation which the insurer of one party might have against the other party, and Landlord and Tenant shall each indemnify, defend, and hold harmless the other against any loss or expense, including reasonable attorneys' fees (appellate or otherwise) resulting from the failure to obtain such waiver.

ARTICLE VII. DAMAGE AND DESTRUCTION.

7.1 Damage to Premises. Tenant acknowledges that if the Premises are partially or totally destroyed due to fire or other casualty, any repairs to or rebuilding of the damaged portions of the Retail Space will be performed by Landlord and in any event only to the extent that Landlord is required to repair or rebuild the Retail Space. If Landlord repairs or rebuilds, Rent shall abate proportionately to the portion of the Premises, if any, rendered untenantable from the date of destruction or damage until the repairs have been substantially completed. Upon being notified that the repairs have been substantially completed, Tenant shall diligently perform all other work required to fully restore the Premises for use in Tenant's business, in every case at Tenant's cost and without any contribution to such cost by Landlord, whether or not Landlord has at any time made any contribution to the cost of supply, installation, or construction of leasehold improvements in the Premises. Tenant agrees that during any period of reconstruction or repair of the Premises, it will continue the operation of its business within the Premises to the extent practicable. If all or any part of the Premises shall be damaged by fire or other casualty and the fire or other casualty is caused by the fault or neglect of Tenant or Tenant's agents, guest, or invitees, rent and all other charges shall not abate.

7.2 Termination for Damage. Notwithstanding section 7.1, if damage or destruction which has occurred to the Premises or the Retail Space is such that in the reasonable opinion of Landlord such reconstruction or repair cannot be completed within one hundred twenty (120) days of the happening of the damage or destruction, Landlord or Tenant may, at its option, terminate this Lease on notice to the other given within thirty (30) days after such damage or destruction and Tenant shall immediately deliver vacant possession of the Premises in accordance with the terms of this Lease.

In addition, if Landlord undertakes the reconstruction or repair, and does not complete same within nine (9) months after the date of the fire or other casualty (subject to the time required to prepare plans for reconstruction, to obtain building permits, to receive distribution of insurance proceeds, and to complete the likely contract bidding process and all other relevant factors, but not to exceed an additional ninety (90) days), then Tenant shall have the right to terminate this Lease by written notice to Landlord delivered within thirty (30) days after the expiration of such nine (9) month period (or as extended), whereupon both parties shall be relieved of all further obligations hereunder, except as otherwise expressly set forth herein.

ARTICLE VIII. ASSIGNMENT, LEASES, AND TRANSFERS.

8.1 Transfer by Tenant. Tenant shall not enter into, consent to, or permit any Transfer, as hereinafter defined, without the prior written consent of Landlord in each instance, which consent may not be unreasonably withheld. For purposes of this Lease, "Transfer" means an assignment of this Lease in whole or in part; a sublease of all or any part of the Premises; any transaction whereby the rights of Tenant under this Lease or to the Premises are transferred to another; any mortgage or encumbrance of this Lease or the Premises or any part thereof or other arrangement under which either this Lease or the Premises become security for any indebtedness or other obligations; and if Tenant is a corporation or a partnership, the transfer of a controlling interest (greater than 50%) in the stock of the corporation or partnership interests, as applicable provided transfers to family members and transfers to third parties of less than 50% of the stock of the Tenant are permitted without Landlord consent. If there is a permitted Transfer, Landlord may collect rent or other payments from the transferee and apply the net amount collected to the rent or other payments required to be paid pursuant to this Lease but no acceptance by Landlord of any payments by a transferee shall be deemed a waiver of any provisions hereof regarding Tenant. Notwithstanding any Transfer, Tenant shall not be released from any of its obligations under this Lease. Landlord’s consent to any Transfer shall be subject to the further condition that if the Minimum Rent and additional rent pursuant to such Transfer exceeds the Minimum Rent and additional rent payable under this Lease, the amount of such excess shall be paid to Landlord. If, pursuant to a permitted Transfer, Tenant receives from the transferee, either directly or indirectly, any consideration other than Minimum Rent and additional rent for such Transfer, either in the form of cash, goods, or services, Tenant shall, upon receipt thereof, pay to Landlord an amount equivalent to such

consideration. Landlord acknowledges that any proceeds received in connection with the sale of Tenant's business (which sale shall include a corresponding assignment of this Lease) shall belong exclusively to the Tenant and/or its principals).

ARTICLE IX. DEFAULT.

9.1 Defaults. A default by Tenant shall be deemed to have occurred hereunder, if and whenever: (i) any Minimum Rent is not paid within 5 days from notice or demand for payment has been made by Landlord; (ii) any other additional rent is in arrears and is not paid within five (5) days after written demand by Landlord; (iii) Tenant has breached any of its obligations in this Lease (other than the payment of rent) and Tenant fails to remedy such breach within thirty (30) days (or such shorter period as may be provided in this Lease), or if such breach cannot reasonably be remedied within thirty (30) days (or such shorter period), then if Tenant fails to immediately commence to remedy and thereafter proceed diligently to remedy such breach, in each case after notice in writing from Landlord; (iv) Tenant becomes bankrupt or insolvent; (v) any of Landlord's policies of insurance with respect to the Retail Space are canceled or adversely changed as a result of Tenant's use or occupancy of the Premises; or (vi) the business operated by Tenant in the Premises shall be closed by governmental or court order for any reason.

9.2 Remedies. In the event of any default hereunder by Tenant, then without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, Landlord shall have the following rights and remedies, which are cumulative and not alternative:

(A) Landlord may cancel this Lease by notice to Tenant and retake possession of the Premises for Landlord's account, or may terminate Tenant's right to possession of the Premises without terminating this Lease. In either event, Tenant shall then quit and surrender the Premises to Landlord. If Landlord terminates Tenant's right to possession of the Premises without terminating this Lease, Tenant's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition hereunder.

(B) Landlord may enter the Premises as agent of Tenant to take possession of any property of Tenant on the Premises, to store such property at the expense and risk of Tenant or to sell or otherwise dispose of such property in such manner as Landlord may see fit without notice to Tenant. Re-entry and removal may be effectuated by summary dispossess proceedings, by any suitable action or proceeding, or otherwise. Landlord shall not be liable in any way in connection with its actions pursuant to this section, to the extent that its actions are in accordance with law.

(C) If Landlord terminates Tenant's right to possession of the Premises without terminating this Lease under subsection (A) above, Tenant shall remain liable (in addition to accrued liabilities) to the extent legally permissible for all rent and all of the charges Tenant would have been required to pay until the date this Lease would have expired had such cancellation not occurred. Tenant's liability for rent shall continue notwithstanding re-entry or repossession of the Premises by Landlord. In addition to the foregoing, Tenant shall pay to Landlord such sums as the court which has jurisdiction thereover may adjudge as reasonable attorneys' fees with respect to any successful lawsuit or action instituted by Landlord to enforce the provisions of this Lease.

(D) Landlord may relet all or any part of the Premises for all or any part of the unexpired portion of the Term of this Lease or for any longer period, and may accept any rent then attainable; grant any concessions of rent, and agree to paint or make any special repairs, alterations, and decorations for any new tenant as it may deem advisable in its sole and absolute discretion. Landlord shall be under no obligation to relet or to attempt to relet the Premises, except as expressly set forth below.

(E) If Landlord terminates Tenant's right to possession of the Premises without terminating this Lease under subsection (A) above, and Landlord so elects, the rent hereunder shall be accelerated and Tenant shall pay Landlord damages in the amount of any and all sums which would have been due for the remainder of the Term (reduced to present value using a discount factor equal to the stated prime lending rate on the date of Tenant's default by Landlord's then existing mortgagee or, if there is no mortgagee, by Citibank, N.A., New York). Prior to or

following payment in full by Tenant of such discounted sum promptly upon demand, Landlord shall use good faith efforts to relet the Premises. If Landlord receives consideration as a result of a reletting of the Premises relating to the same time period for which Tenant has paid accelerated rent, such consideration actually received by Landlord, less any and all of Landlord 's cost of repairs, alterations, additions, redecorating, and other expenses in connection with such reletting of the Premises, shall be a credit against such discounted sum, and such discounted sum shall be reduced if not yet paid by Tenant as called for herein, or if Tenant has paid such discounted sum, such credited amount shall be repaid to Tenant by Landlord (provided said credit shall not exceed the accelerated amount).

(F) Landlord may remedy or attempt to remedy any default of Tenant under this Lease for the account of Tenant and to enter upon the Premises for such purposes. No notice of Landlord's intention to perform such covenants need be given Tenant unless expressly required by this Lease. Landlord shall not be liable to Tenant for any loss or damage caused by the reasonable acts of Landlord in remedying or attempting to remedy such default and Tenant shall pay to Landlord all expenses incurred by Landlord in connection with remedying or attempting to remedy such default. Any expenses incurred by Landlord shall accrue interest from the date of payment by Landlord until repaid by Tenant at the highest rate permitted by law.

9.3 Costs. Tenant shall pay to Landlord on demand all costs incurred by Landlord, including attorneys' fees and costs at all tribunal levels, incurred by Landlord in enforcing any of the obligations of Tenant under this Lease. In addition, upon any default by Tenant, Tenant shall be also liable to Landlord for the expenses to which Landlord may be put in re-entering the Premises; repossessing the Premises; painting, altering, or dividing the Premises; combining the Premises with an adjacent space for any new tenant; putting the Premises in proper repair; protecting and preserving the Premises by placing watchmen and caretakers therein; reletting the Premises (including attorneys' fees and disbursements, marshall's fees, and brokerage fees, in so doing); and any other expenses reasonably incurred by Landlord.

9.4 Additional Remedies; Waiver. The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now and hereinafter provided by law. All rights and remedies shall be cumulative and non-exclusive of each other. No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

9.5 Default by Landlord. In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages or injunction, but prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall have a period of thirty (30) days following the date of such notice in which to cure such default (provided, however, that if such default reasonably requires more than thirty (30) days to cure, Landlord shall have a reasonable time to cure such default, provided Landlord commences to cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion). Notwithstanding any provision of this Lease, Landlord shall not at any time have any personal liability under this Lease and Landlord's maximum liability shall be as provided in section 9.6.

9.6 Limitation of Landlord's Liability.

Landlord desires to enter into this Lease only if in so doing the Landlord can place a limit on its liability for any cause of action for money damages due to an alleged breach by the Landlord of this Lease, so that its liability for any such breach never exceeds the sum of $10,000. Tenant hereby expresses its willingness to enter into this Lease with Tenant's recovery from the Landlord for any damage action for breach of contract to be limited to a maximum amount of $10,000. Accordingly, and notwithstanding any other term or condition of this Lease, Tenant hereby agrees that the Landlord shall not be liable to the Tenant for damages in an amount in excess of $10,000, which amount shall be reduced by the amount actually paid by the Landlord to Tenant pursuant to this Lease, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the Landlord by this Lease. Nothing contained in this paragraph or elsewhere in this Lease is in any way intended to be a waiver of the limitation placed upon the Landlord's liability as set forth in Section 768.28, Florida Statutes.

ARTICLE X. ESTOPPEL CERTIFICATE ; SUBORDINATION.

10.1 Estoppel Certificate. Within ten (10) days after written request by Landlord, Tenant shall deliver in a form supplied by Landlord, an estoppel certificate to Landlord as to the status of this Lease, including whether this

Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and identifying the modification agreements); the amount of Minimum Rent and additional rent then being paid and the dates to which same have been paid; whether or not there is any existing or alleged default by either party with respect to which a notice of default has been served, or any facts exist which, with the passing of time or giving of notice, would constitute a default and, if there is any such default or facts, specifying the nature and extent thereof; and any other matters pertaining to this Lease as to which Landlord shall request such certificate. Landlord, and any prospective purchaser, lender, or ground lessor shall have the right to rely on such certificate.

10.2 Subordination; Attornment. This Lease and all rights of Tenant shall be subject and subordinate to any and all mortgages, security agreements, or like instruments resulting from any financing, refinancing, or collateral financing (including renewals or extensions thereof), and to any and all ground leases, made or arranged by Landlord of its interests in all or any part of the Retail Space, from time to time in existence against the Retail Space, whether now existing or hereafter created. Such subordination shall not require any further instrument to evidence such subordination. However, on request, Tenant shall further evidence its agreement to subordinate this Lease and its rights under this Lease to any and all documents and to all advances made under such documents. The form of such subordination shall be made as required by Landlord, its lender, ground lessor, the City. Tenant shall, if requested by Landlord, or a mortgagee, owner, or purchaser, or by any person succeeding to the interest of such mortgagee, owner, or purchaser, as the result of the enforcement of the remedies provided by law or the applicable instrument held by Landlord, such mortgagee, owner, or purchaser, automatically attorn to and become the tenant of Landlord or any such mortgagee, owner, purchaser, or successor-in-interest, without any change in the terms or other provisions of this Lease; provided, however, that Landlord, said mortgagee, owner, purchaser, or successor shall not be bound by (a) any payment of rent or additional rent for more than one (1) month in advance, or (b) any security deposit or the like not actually received by Landlord, such mortgagee, owner, or purchaser, or successor, or (c) any amendment or modification in this Lease made without the consent of Landlord, such mortgagee, owner, purchaser, or successor, or (d) any construction obligation, free rent, or other concession or monetary allowance, or (e) any set-off, counterclaim, or the like otherwise available against Landlord, or (f) any act or omission of any prior landlord (including Landlord). Upon request by Landlord, said mortgagee, owner, or purchaser, or successor, Tenant shall execute and deliver an instrument or instruments confirming its attornment.

Notwithstanding the foregoing, any such subordination of this Lease shall be conditioned on the Landlord obtaining a nondisturbance agreement in favor of Tenant from all mortgagees and ground lessors regarding any financings or other leases entered into by Landlord with respect to the Retail Space, and no subordination shall be effective without a corresponding nondisturbance agreement.

ARTICLE XI. CONTROL OF RETAIL SPACE BY LANDLORD.

11.1 Use and Maintenance of Common Areas. Tenant and those doing business with Tenant for purposes associated with Tenant's business on the Premises, shall have a non-exclusive license to use the common areas for their intended purposes during normal business hours in common with others entitled thereto and subject to any rules and regulations imposed by Landlord. Landlord shall use reasonable efforts to keep the common areas in good repair and condition and shall clean the common areas when necessary. Tenant acknowledges that any common areas of the Retail Space shall at all times be under the exclusive control and management of Landlord. For purposes of this Lease, "common areas" shall mean those areas, facilities, utilities, improvements, equipment, and installations of the Retail Space which serve or are for the benefit of tenants of more than one component of the Retail Space and which are not designated or intended by Landlord to be leased, from time to time, or which are provided or designated from time to time by Landlord and/or the City for the benefit or use of all tenants in the Retail Space, their employees, customers, and invitees, in common with others entitled to the use or benefit of same. Tenant acknowledges that the Garage portion of the Facility is not a part of the Retail Space, and that Tenant has no right or license to use the Garage pursuant to this Lease. Any use by Tenant or its invitees of the Garage is subject to the rules and regulations in connection therewith imposed by Landlord (or successor owner) and/or the operator of the Garage. No portion of the garage is under Landlord's control or supervision, and Landlord shall not be liable for any damage to automobiles of any nature whatsoever to, or any theft of, automobiles or other vehicles or the contents thereof, while in or about the Garage.

11.2 Alterations by Landlord. Landlord and/or the City may (but shall not be obligated to) (i) alter, add to, subtract from, construct improvements on, re-arrange, and construct additional facilities in, adjoining, or proximate to the Retail Space; (ii) relocate the facilities and improvements in or comprising the Retail Space or erected on the Land; (iii) do such things on or in the Retail Space as required to comply with any laws, by-laws, regulations, orders, or directives affecting the Land or any part of the Retail Space; and (iv) do such other things on or in the Retail Space as Landlord and/or the City, in the use of good business judgment determines to be advisable, provided that notwithstanding anything contained in this section 11.2, access to the Premises shall be available at all times. Landlord shall not be in breach of its covenants for quiet enjoyment or liable for any loss, costs, or damages, whether direct or indirect, incurred by Tenant due to any of the foregoing; provided, Landlord shall exercise its rights under this section in a manner so as to minimize any disruption or interference with the operation of Tenant's business and property.

ARTICLE XII. CONDEMNATION.

12.1 Total or Partial Taking. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier ("Taking Date"), whereupon the rent and all other charges shall be paid up to the Taking Date with a proportionate refund by Landlord of any rent and all other charges paid for a period subsequent to the Taking Date. If less than the whole of the Premises, or less than such portion thereof as will make the Premises unusable for the purposes leased hereunder, the Term shall cease only as to the part so taken as of the Taking Date, and Tenant shall pay rent and other charges up to the Taking Date, with appropriate credit by Landlord (toward the next installment of rent due from Tenant) of any rent or charges paid for a period subsequent to the Taking Date. Minimum Rent and other charges payable to Landlord shall be reduced in proportion to the amount of the Premises taken.

12.2 Award. All compensation awarded or paid upon a total or partial taking of the Premises or Retail Space including the value of the leasehold estate created hereby shall belong to and be the property of Landlord without any participation by Tenant; Tenant shall have no claim to any such award based on Tenant's leasehold interest. However, nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for damage to, or cost of removal of, stock, trade fixtures, furniture, and other personal property belonging to Tenant and for Tenant's moving expenses; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord’s award or the award of any mortgagee.

ARTICLE XIII. PROHIBITIONS REGARDING SALE OR USE OF EXPANDED POLYSTYRENE FOOD SERVICE ARTICLES, SINGLE-USE PLASTIC BEVERAGE STRAWS, AND SINGLE-USE PLASTIC STIRRERS.

13.1 Tenant hereby agrees and acknowledges that, pursuant to Section 82-7 of the City Code, as may be amended from time to time, Tenant shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles (as defined in City Code Section 82-7) in the Premises. A violation of this section shall be deemed a default under the terms of this Lease. Notwithstanding the above, this section shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by Tenant.

13.2 Additionally, Tenant agrees and acknowledges that, pursuant to Section 82-8 of the City Code, as may be amended from time to time, Tenant shall not sell, use, provide food in, or offer the use of single-use plastic beverage straws or single-use plastic stirrers (as defined in City Code Section 82-8) in the Premises. A violation of this section shall be deemed a default under the terms of this Lease. Notwithstanding the above, the requirements of Section 82-8 shall not restrict Tenant from providing a beverage with, or offering the use of, a single-use plastic beverage straw or single-use plastic stirrer to an individual with a disability or medical condition that impairs the consumption of beverages without a single-use plastic beverage straw or single-use plastic stirrer.

13.3 As additional consideration for this Lease, separate and apart from the requirements of Sections 82-7 and 82-8 of the City Code, Tenant agrees:

i. not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in the Premises. A violation of this section shall be deemed a default under the terms of this Lease. Notwithstanding the above, this section shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by Tenant; and

ii. not sell, use, provide food in, or offer the use of single-use plastic beverage straws or single-use plastic stirrers in the Premises. A violation of this section shall be deemed a default under the terms of this Lease. Notwithstanding the above, Tenant shall be permitted to providing a beverage with, or offering the use of, a single-use plastic beverage straw or single-use plastic stirrer to an individual with a disability or medical condition that impairs the consumption of beverages without a single-use plastic beverage straw or single-use plastic stirrer.

ARTICLE XIV. TENANT'S COMPLIANCE WITH FLORIDA'S PUBLIC RECORDS LAW.

Tenant shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

(A) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

(B) Pursuant to Section 119.0701 of the Florida Statutes, if the Tenant meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Tenant shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Tenant does not transfer the records to the City;

Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Tenant or keep and maintain public records required by the City to perform the service. If the Tenant transfers all public records to the City upon completion of the Agreement, the Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Tenant keeps and maintains public records upon completion of the Agreement, the Tenant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(C) Request for Records; Noncompliance.

A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Tenant of the request, and the Tenant must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

Tenant's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: 3 unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.

A Tenant who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

(D) Civil Action.

If a civil action is filed against a Tenant to compel production of public records relating to the City's contract for services, the court shall assess and award against the Tenant the reasonable costs of enforcement, including reasonable attorneys' fees, if:

i. The court determines that the Tenant unlawfully refused to comply with the public records request within a reasonable time; and

ii. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Tenant has not complied with the request, to the City and to the Tenant.

A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Tenant at the Tenant's address listed on its contract with the City or to the Tenant's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Tenant who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(E) **IF THE TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411

ARTICLE XV. INSPECTOR GENERAL AUDIT RIGHTS.

(A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

(B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and

monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Tenant, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

(C) Upon ten (10) days written notice to the Tenant, the Tenant shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Tenant its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.

(D) The Inspector General shall have the right to inspect and copy all documents and records in the Tenant's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

(E) The Tenant shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Lease, for examination, audit, or reproduction, until three (3) years after final payment under this Lease or for any longer period required by statute or by other clauses of this Lease. In addition:

(1) If this Lease is completely or partially terminated, the Tenant shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

(2) The Tenant shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Lease until such appeals, litigation, or claims are finally resolved.

(F) The provisions in this section shall apply to the Tenant, its officers, agents, employees, subcontractors and suppliers. The Tenant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Tenant in connection with the performance of this Lease.

(G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Tenant or third parties.

ARTICLE XVI. GENERAL PROVISIONS.

16.1 Delay. Whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant, as applicable, Landlord or Tenant, as applicable, shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, or governmental laws, regulations, or restrictions in the nature of a prohibition or moratorium, or any bona fide delay beyond the reasonable control of Landlord or Tenant, as applicable. The foregoing shall not apply to any payments of money due under this Lease.

16.2 Holding Over. If Tenant remains in possession of the Premises after the end of the Term without having executed and delivered a new lease or an agreement extending the Term, there shall be no tacit renewal of this Lease or the Term, and Tenant shall be deemed to be occupying the Premises as a Tenant from month to month at a monthly Minimum Rent payable in advance on the first day of each month equal to twice the monthly amount of Minimum Rent payable during the last month of the Term, and otherwise upon the same terms as are set forth in this Lease, so far as they are applicable to a monthly tenancy.

16.3 Waiver; Partial Invalidity. If Landlord excuses or condones any default by Tenant of any obligation under this Lease, this shall not be a waiver of such obligation in respect of any continuing or subsequent default and no such waiver shall be implied. All of the provisions of this Lease are to be construed as covenants even though not expressed as such. If any provision of this Lease is held or rendered illegal or unenforceable it shall be considered separate and severable from this Lease and the remaining provisions of this Lease shall remain in force and bind the parties as though the illegal or unenforceable provision had never been included in this Lease.

16.4 Recording. Neither Tenant nor anyone claiming under Tenant shall record this Lease or any memorandum hereof in any public records without the prior written consent of Landlord.

16.5 Notices. Any notice, consent, or other instrument required or permitted to be given under this Lease shall be in writing and shall be delivered in person, or sent by certified mail, return receipt requested, or overnight express mail courier, postage prepaid, addressed (i) if to Landlord, at the address set forth in the Lease Summary; and (ii) if to Tenant, at the Premises or, prior to Tenant 's occupancy of the Premises, at the address set forth on the Lease Summary. Any such notice or other instruments shall be deemed to have been given and received on the day upon which personal delivery is made or, if mailed, then forty-eight (48) hours following the date of mailing. Either party may give notice to the other of any change of address and after the giving of such notice, the address therein specified is deemed to be the address of such party for the giving of notices. If postal service is interrupted or substantially delayed, all notices or other instruments shall be delivered in person or by overnight express mail courier.

16.6 Successors; Joint and Several Liability. The rights and liabilities created by this Lease extend to and bind the successors and assigns of Landlord and the heirs, executors, administrators, and permitted successors and assigns of Tenant. No rights, however, shall inure to the benefit of any transferee unless such Transfer complies with the provisions of Article VIII. If there is at any time more than one Tenant or more than one person constituting Tenant, their covenants shall be considered to be joint and several and shall apply to each and every one of them.

16.7 Captions and Section Numbers. The captions, section numbers, article numbers, and table of contents appearing in this Lease are inserted only as a matter of convenience and in no way affect the substance of this Lease.

16.8 Extended Meanings. The words "hereof," "hereto," "hereunder," and similar expressions used in this Lease relate to the whole of this Lease and not only to the provisions in which such expressions appear. This Lease shall be read with all changes in number and gender as may be appropriate or required by the context. Any reference to Tenant includes, when the context allows, the employees, agents, invitees, and licensees of Tenant and all others over whom Tenant might reasonably be expected to exercise control. This Lease has been fully reviewed and negotiated by each party and their counsel and shall not be more strictly construed against either party.

16.9 Entire Agreement; Governing Law; Time. This Lease and the Exhibits and Riders, if any, attached hereto are incorporated herein and set forth the entire agreement between Landlord and Tenant concerning the Premises and there are no other agreements or understandings between them. This Lease and its Exhibits and Riders may not be modified except by agreement in writing executed by Landlord and Tenant. This Lease shall be construed in accordance with and governed by the laws of the State of Florida. Time is of the essence of this Lease.

16.10 No Partnership. The parties hereby acknowledge that it is not their intention under this Lease to create between themselves a partnership, joint venture, tenancy-in-common, joint tenancy, co-ownership, or agency relationship. Accordingly, notwithstanding any expressions or provisions contained herein, nothing in this Lease, whether based on the calculation of rental or otherwise, shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, tenancy-in-common, joint tenancy, co-ownership or agency relationship of any kind or nature whatsoever between the parties hereto. The provisions of this section shall survive expiration of the Term.

16.11 Quiet Enjoyment. If Tenant pays rent and other charges and fully observes and performs all of its obligations under this Lease, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises for the Term without interruption or interference by Landlord or any person claiming through Landlord.

16.12 Brokerage. Landlord and Tenant each represent and warrant one to the other that except as set forth in the Lease Summary, neither of them has employed any broker in connection with the negotiations of the terms of this Lease or the execution thereof. Landlord and Tenant hereby agree to indemnify and to hold each other harmless against any loss, expense, or liability with respect to any claims for commissions or brokerage fees arising from or out of any breach of the foregoing representation and warranty. Landlord recognizes the broker(s) specified in the Lease Summary as the sole broker(s) with whom Landlord has dealt in this transaction and agrees to pay any commissions determined to be due said broker(s).

16.13 Radon Notice. Chapter 88-285, Laws of Florida, requires the following notice to be provided with respect to the contract for sale and purchase of any building, or a rental agreement for any building. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

16.14 Execution. This Lease has been submitted for discussion purposes only and shall not be deemed an offer by either party to the other to enter into this Lease unless and until this Lease shall have been executed by both parties, indicating their acceptance of the terms and conditions contained herein.

16.15 TRIAL BY JURY. LANDLORD AND TENANT EACH HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY ISSUE OR CONTROVERSY ARISING UNDER THIS LEASE.

EXECUTED as of the day and year first above written.

ATTEST:

LANDLORD:

MIAMI BEACH REDEVELOPMENT AGENCY,
a public body corporate and politic

By: _____
Rafael E. Granado, Secretary

By: _____
Alina T. Hudak Executive Director

By: _____
Witness

_____
Print Name

Date:_____

ATTEST:

TENANT:

UNIQUE BRAZILIAN JEWELRY LLC, a Florida limited liability company

By: _____
Witness

_____
Print Name

By: _____
Karina Gomes Goncalves, President

By: _____
Witness

_____
Print Name

Date:_____

EXHIBIT "A"

Legal Description

Lots 8, 9, 10, 11, 12 and 13, Block 57, Fisher's First Subdivision of Alton Beach, according to the Plat thereof, as recorded in Plat Book 2, Page 77 of the Public Records of Dade County, Florida, together with all of 16th Street (Avenue "C"), less and except the following described parcel:

BEGINNING at the Southwest corner of Block 54 of said Fisher's First Subdivision of Alton Beach Plat; thence North 88° 0' 53" East along the South line of said Block 54, a distance of 443.08 feet, to the Southeast corner of said Block 54; thence South 07° 35' 04" West, a distance of 96.26 feet, to a point of cusp with a tangent curve concave to the Southwest; thence along the arc of said curve to the left, having a radius of 25.00 feet and a central angel of 90° 00' 00", an arc distance of 39.27 feet, to a point of tangency; thence North 82° 24' 52" West, a distance of 24.75 feet; thence South 88° 00' 53" West along a line 8.00 feet North of and parallel with, as measured at right angles to the North line of Block 57 of said plat, a distance of 382.18 feet to a point on the Easterly Right-of-Way line of Washington Avenue; thence North 01° 59' 11" West along said Easterly Right-of-Way line, a distance of 62.00 feet to the Southwest corner of said Block 54 and the Point of beginning.

Said lands lying and being in the City of Miami Beach and containing 65,910 square feet (1.5131 Acres) more or less.

EXHIBIT "B"

Site Plan of Retail Space and Location of Premises

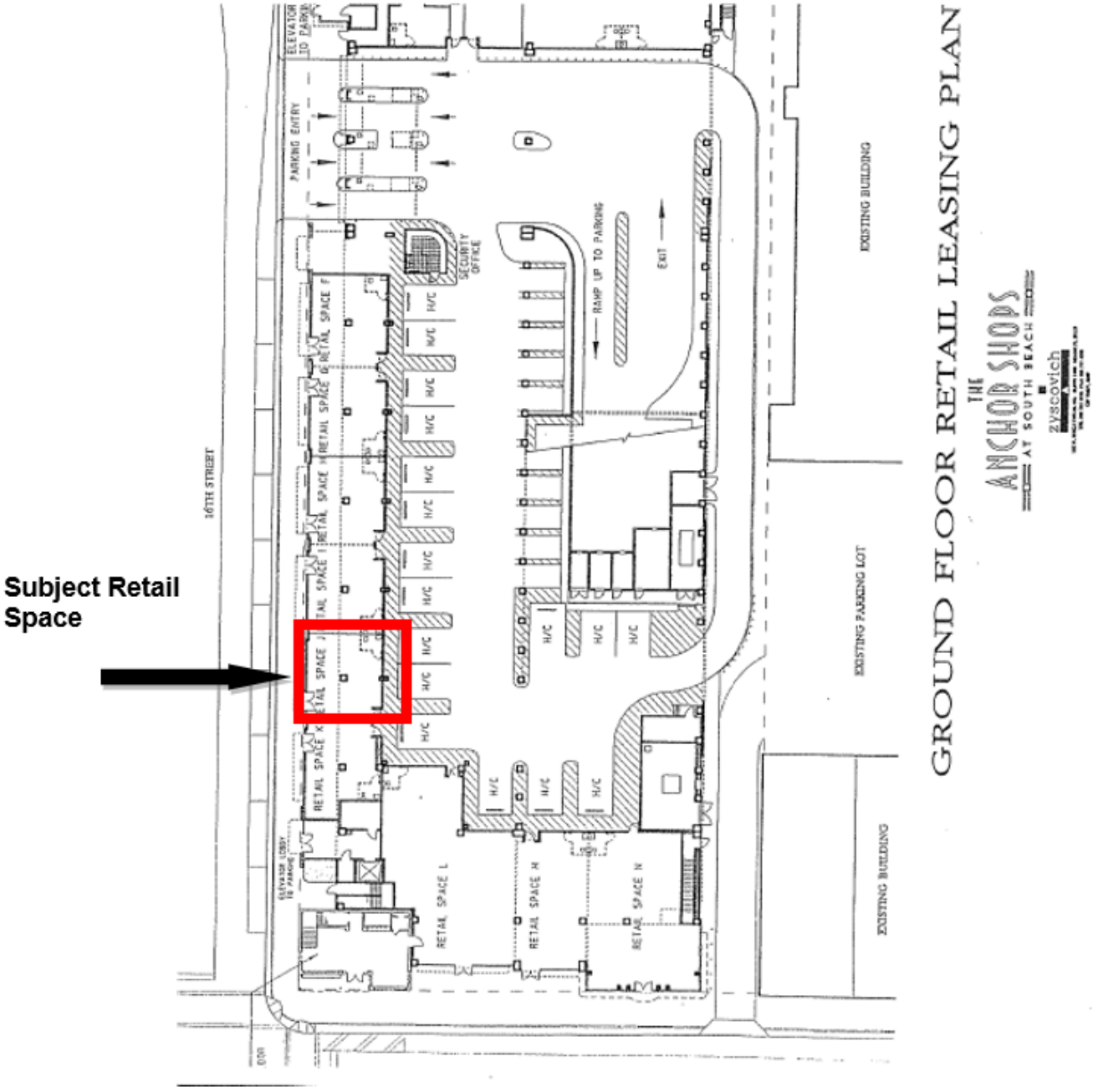


EXHIBIT "C"

RULES AND REGULATIONS

1. Security. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Retail Space, any persons occupying, using, or entering the same, or any equipment, furnishings, or contents thereof, and Tenant shall comply with Landlord's reasonable requirements relative thereto.

2. Return of Keys. At the end of the Term, Tenant shall promptly return to Landlord all keys for the Retail Space and Premises which are in the possession of Tenant. In the event any Tenant fails to return keys, Landlord may retain $300.00 of Tenant's security deposit for locksmith work and administration.

3. Repair, Maintenance, Alterations, and Improvements. Tenant shall carry out Tenant's repair, maintenance, alterations, and improvements in the Premises only during times agreed to in advance by Landlord and in a manner which will not interfere with the rights of other Tenant's in the Retail Space.

4. Water Fixtures. Tenant shall not use water fixtures for any purpose for which they are not intended, nor shall water be wasted by tampering with such fixtures. Any cost or damage resulting from such misuse by Tenant shall be paid for by Tenant.

5. Personal Use of Premises. The Premises shall not be used or permitted to be used for residential, lodging, or sleeping purposes or for the storage of personal effects or property not required for business purposes.

6. Heavy Articles. Tenant shall not place in or move about the Premises without Landlord's prior written consent any safe or other heavy article which in Landlord's reasonable opinion may damage the Premises, and Landlord may designate the location of any such heavy articles in the Premises.

7. Bicycles, Animals. Tenant shall not bring any animals or birds into the Retail Space and shall not permit bicycles or other vehicles inside or on the sidewalks outside the Retail Space except in areas designated from time to time by Landlord for such purposes.

8. Deliveries. Tenant shall ensure that deliveries of supplies, fixtures, equipment, furnishings, wares, and merchandise to the Premises are made through such entrances, elevators, and corridors and at such times as may from time to time be designated by Landlord and shall promptly pay or cause to be paid to Landlord the cost of repairing any damage in the Retail Space caused by any person making improper deliveries.

9. Solicitations. Landlord reserves the right to restrict or prohibit canvassing, soliciting, or peddling in the Retail Space.

10. Refuse. Tenant shall place all refuse in proper receptacles provided by Tenant at its expense in the Premises or in receptacles (if any) provided by Landlord for the Retail Space and shall keep sidewalks and driveways outside the Retail Space, and lobbies, corridors, stairwells, ducts, and shafts of the Retail Space, free of all refuse.

11. Obstructions. Tenant shall not obstruct or place anything in or on the sidewalks or driveways outside the Retail Space or in the lobbies, corridors, stairwells, or other common areas, or use such locations for any purpose except access to and exit from the Premises without Landlord's prior written consent. Landlord may remove at Tenant's expense any such obstruction or thing caused or placed by Tenant (and unauthorized by Landlord) without notice or obligation to Tenant.

12. Proper Conduct. Tenant shall not conduct itself in any manner which is inconsistent with the character of the Retail Space as a first quality retail center, or which will impair the comfort and convenience of other Tenant's in the Retail Space.

13. Employees, Agents, and Invitees. In these Rules and Regulations, "Tenant" includes the employees, agents, invitees, and licensees of Tenant and others permitted by Tenant to use or occupy the Premises.

14. Pest Control. In order to maintain satisfactory and uniform pest control throughout the Retail Space, Tenant shall engage for its own Premises and at its sole cost, a qualified pest extermination contractor either designated or approved by Landlord, who shall perform pest control and extermination services in the Premises at such intervals as reasonably required or as may be directed by Landlord.

EXHIBIT "D"

Prohibited Uses

1. In no event may the primary business at the Premises engage in the sale of food, alcoholic and non-alcoholic beverage items.

2. In no event may the primary business at the Premises be a cocktail bar.

3. In no event may the primary business at the Premises be the sale of athletic and/or other types of sporting footwear, retail apparel and related general merchandise.

It is not the intent of Prohibited Uses to limit Tenant's Permitted Use, but to limit direct competition, consolidation of merchandise, services, and business image between tenants. It is understood there may be some items or item categories available in multiple locations at the Retail Space, but there shall not be comparable categories along with a similar display of business image.

EXHIBIT "E"

Landlord's Signage Criteria

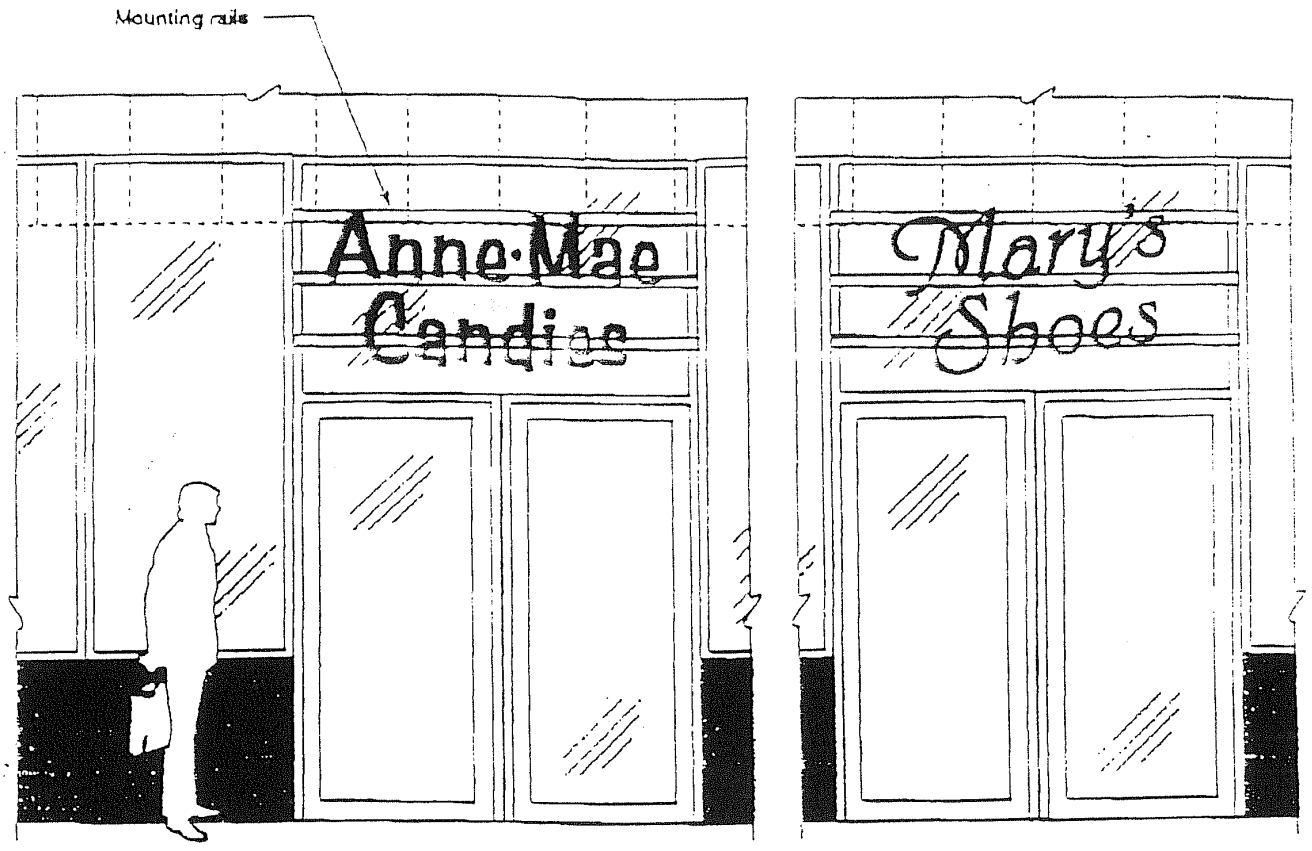
Tenant Sign Standards – 16th Street and Washington Avenue Frontages

Tenant signage is to be located in the 6'-0" wide transom panel above the entrance doors to each space.

One 15amp 110volt AC electrical circuit has been provided at the designated sign location above the entrance doors for illuminated tenant signage. The area of the sign shall not exceed twenty (20) square feet.

Three (3) tubular aluminum mounting rails are provided on the transom framing, in front of the glass line. The tenant sign shall mount to the rails and shall be composed of individual letters, symbols, or decorative elements. The individual letters are encouraged to be neon illuminated.

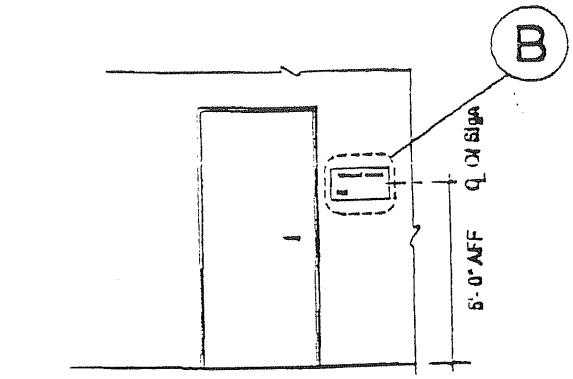
No box signs are allowed so as to maintain maximum transparency of the storefront line.



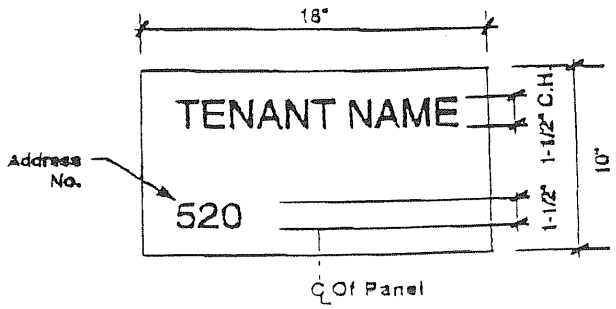
A ELEVATION - TENANT @ TRANSOM
SCALE: 3/8" = 1'-0"

Receiving Door Signs

Each store shall have a sign identifying their receiving door, adjacent to the latch side of the door. Tenant shall provide acid etched aluminum panel with blind studs, silicone cemented to the wall at 5'-O" above the finished floor. Tenant name copy shall be acid-etched and paint filled.



1 ELEVATION-RECEIVING DOOR SIGN
SCALE: 1/4" = 1'-0"



B LAYOUT-RECEIVING DOOR SIGN
SCALE: 1/8 FULL SIZE