

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.16-CV-21301-GAYLES

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

Vs.

ARIEL QUIROS, *et al.*,

Defendants.

UNOPPOSED MOTION TO INTERVENE FOR THE LIMITED PURPOSE OF
ALLOWING SECURED, NON-PARTY GALLERIA OF KEY BISCAYNE, INC. TO
RETAKE ABANDONED LEASEHOLD

Galleria of Key Biscayne, Inc., a secured non-party, by and through their undersigned counsel, hereby moves for an Order allowing it to retake the premises initially known as the Tango Grill, currently known as the Lisboa Grill, from Defendant Ariel Quiros. As grounds in support of the instant request, Galleria submits as follows:

1. Galleria of Key Biscayne, Inc. is a Florida corporation that owns and operates a shopping center located at 328 Crandon Boulevard, Suite 221C, Key Biscayne, Florida, 33149. Mr. Adib Chartouni is the sole Officer, Director, and Registered Agent (Exhibit 1).

2. On March 18, 2011, Defendant Ariel Quiros executed a seven (7) year lease with secured, non-party Galleria of Key Biscayne, Inc. for a restaurant known as the *Tango Grill* (Exhibit 2). At some point, Mr. Quiros changed the name and the restaurant became known as *Lisboa Grill*.

3. The restaurant is currently closed but remains occupied pursuant to the

lease; rent is eight (8) months in arrears and the balance owed to Galleria of Key Biscayne, Inc. for rent and other expenses is **\$86,721.28** (Exhibit 3).

4. On April 12, 2016, this Court issued an Order freezing all assets owned by Ariel Quiros (Exhibit 4). Neither the SEC or the Receiver has any objection to the requested relief.

5. Various non-fixture equipment – which Galleria does believe falls within the parameters of the freeze Order – remains on site and the disposition of that equipment shall be brought before the Court by way of a subsequent Motion following the Receiver's determination of the value of the property and whether or not the required expense justifies attempting to sell the equipment.

6. As to the leased space, Mr. Quiros has agreed to surrender the premises to the Galleria of Key Biscayne, Inc. and abandon any rights he may have under the lease (Exhibit 5).

7. By submitting this Unopposed Motion, Galleria seeks an Order from the Court acknowledging their position and authorizing the retaking of the space by the Galleria of Key Biscayne, Inc. Time is of the essence since the Galleria of Key Biscayne has a prospective tenant who is prepared to put a deposit down to lease the space.

Wherefore, Galleria prays its' Unopposed Motion be granted and the Court execute the proposed Order.

Respectfully submitted,

Law Offices of Neil G. Taylor, P.A.
201 Alhambra Circle, Suite 1050
Coral Gables, Florida 33134
Tel: (305) 858-2233

Fax: (305) 285-5124
Email: ngt@bellsouth.net
Attorney for Galleria of Key Biscayne, Inc.

/s/ Neil G. Taylor
Neil G. Taylor, Esq.
Florida Bar No. 283029

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing **Unopposed Motion to Intervene for the Limited Purpose of Allowing Secured, Non-Party Galleria of Key Biscayne, Inc. to Retake Abandoned Leasehold** was electronically filed by CM/ECF, this 9th day of January, 2017.

/s/ Neil G. Taylor
Neil G. Taylor, Esq.

EXHIBIT 1



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation

GALLERIA OF KEY BISCAVNE, INC.

Filing Information

Document Number	P97000059041
FEI/EIN Number	65-0771062
Date Filed	07/08/1997
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	12/19/2006
Event Effective Date	NONE

Principal Address

328 CRANDON BLVD., STE. 221C
KEY BISCAVNE, FL 33149

Changed: 02/06/1998

Mailing Address

328 CRANDON BLVD., STE. 221C
KEY BISCAVNE, FL 33149

Changed: 02/06/1998

Registered Agent Name & Address

CHARTOUNI, ADIB E
328 CRANDON BLVD., STE. 221C
KEY BISCAVNE, FL 33149

Address Changed: 03/27/1998

Officer/Director Detail

Name & Address

Title D

CHARTOUNI, ADIB E
 328 CRANDON BLVD., STE. 221C
 KEY BISCAYNE, FL 33149

Annual Reports

Report Year	Filed Date
2014	01/15/2014
2015	01/05/2015
2016	01/12/2016

Document Images

<u>01/12/2016 -- ANNUAL REPORT</u>	View image in PDF format
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<u>12/19/2006 -- Amended and Restated Articles</u>	View image in PDF format
<u>01/17/2006 -- ANNUAL REPORT</u>	View image in PDF format
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<u>03/27/1998 -- ANNUAL REPORT</u>	View image in PDF format
<u>09/22/1997 -- ADDRESS CHANGE</u>	View image in PDF format
<u>07/08/1997 -- Domestic Profit Articles</u>	View image in PDF format

2016 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P97000059041

Entity Name: GALLERIA OF KEY BISCAYNE, INC.

Current Principal Place of Business:

328 CRANDON BLVD., STE. 221C
KEY BISCAYNE, FL 33149

Current Mailing Address:

328 CRANDON BLVD., STE. 221C
KEY BISCAYNE, FL 33149

FEI Number: 65-0771062

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CHARTOUNI, ADIB E
328 CRANDON BLVD., STE. 221C
KEY BISCAYNE, FL 33149 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title D
Name CHARTOUNI, ADIB E
Address 328 CRANDON BLVD., STE. 221C
City-State-Zip: KEY BISCAYNE FL 33149

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ADIB CHARTOUNI

D

01/12/2016

Electronic Signature of Signing Officer/Director Detail

Date

EXHIBIT 2

LEASE
FACE PAGE

LEASE DATE: As of the 18th day of March 2011

LANDLORD: GALLERIA OF KEY BISCAYNE, INC

LANDLORD'S ADDRESS: 328 CRANDON BLVD., SUITE 221C
KEY BISCAYNE, FL 33149

TENANT: Tango Grill

TENANT'S ADDRESS: 328 CRANDON BLVD., SUITE
KEY BISCAYNE, FL 33149

SHOPPING CENTER: GALLERIA OF KEY BISCAYNE
328 CRANDON BLVD.
KEY BISCAYNE, FL 33149

DEMISED PREMISES: STORE NO: Suite #112
Approximate Store Size 1656 square feet (for information)

TENANT BUSINESS: Restaurant

NAME TO BE USE BY TENANT: Tango Grill

TENANT HOURS OF OPERATIONS: 9:00 AM – 12:00 AM

LEASE TERM: 7 Years with one (1) additional option of ten (10) years. A 10% price increase will be assessed upon exercising option.

MINIMUM ANNUAL RENT: Ninety One Thousand Three Hundred Eighty Two and Seventy Six cents (\$91,382.76) Plus sales tax

MONTHLY BASE RENT: Seven Thousand Six Hundred Fifteen and Twenty Three cents (\$7,615.23) Plus sales tax

ANNUAL PRICE ADJUSTMENTS: 4% four percent Annual Rent increases

DEPOSITS: U.S.\$8,148.30 Allocated to FIRST MONTH rental payment (Tax included)
U.S.\$8,148.30 Allocated to LAST MONTH rental payment
U.S.\$7,615.23 Allocated to SECURITY DEPOSIT(paragraph 6.4) tax not included

TOTAL U.S.\$23,911.83

LEASE COMMENCEMENT DATE: March 18, 2011

RENT COMMENCEMENT DATE: April 1, 2011

ESTIMATED ADDITIONAL RENT: 1. Common Area Maintenance Fee: N/A
2. Taxes: N/A
3. Marketing Fund Fees: N/A

Note: Tenant is responsible for consumption of utilities (electricity, water, etc.) as well as electrical maintenance and A/C unit and maintenance.

This is a legally binding document. Please read it thoroughly before you sign; the items contained on this Face Page

Initial

relate to the contents of the lease. There are no agreements between the parties unless contained in writing in this Lease

LEASE

NOTE: See Face Page for the definitions of certain terms used in this Lease, which face page and terms are incorporated herein by reference.

1. PARTIES

This LEASE (hereinafter referred to for convenience as the Lease) made as of the Lease Date (as defined on the Face Page) is by and between Landlord (as defined on the Face Page) and Tenant (as defined on the Face Page)

WITNESSED:

2. DEMISED PREMISES

2.1 Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and upon the terms and conditions set forth in this Lease the following described premises located in the Key Biscayne Galleria (the "Shopping Center"), located 328 Crandon Blvd. Key Biscayne, Suite # 112 Florida 33149 approximately 1656 Square feet (the Demised Premises).

2.2 The use and occupation by the Tenant of the Demised Premises shall include the right to the non-exclusive use, in common with other, of all such automobile parking areas, driveways, truck and service courts, walks and other facilities designed for common use, as have been or may be installed by Landlord, and of such other and further facilities as may be provided or designated from time to time by Landlord for common use, subject expressly, however, to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof, as prescribed from time to time by Landlord. All dimensions are approximate only. Landlord reserves and Tenant agrees that Landlord has from time to time, the right to change the size, layout and location of any and all building or common areas and facilities, as well as to reduce or expand the size of the Shopping Center.

3. POSSESSION

3.1 Delivery of possession within the meaning of this Lease shall be accomplished by Landlord's delivery to Tenant of the keys to the Demised Premises.

3.2 In the event that, for whatever reason, Tenant does not fully open the Demised Premises for the conduct of its business as set forth in Paragraph 4 hereof within forty five (45) days after receiving possession of the Demised Premises from Landlord, as provided in Paragraph 3.1 hereof, Landlord, in addition to all other remedies given to it hereunder, shall have the option terminating this Lease by giving Tenant written notice of such termination; and in such event this Lease shall be terminated unless by the date of the giving of said written notice, Tenant shall have actually opened the Demised Premises for the conduct of its business.

3.3 Landlord agrees that upon the date of delivery of possession to the Tenant, the Demised Premises, except for such work as may be required to be performed by Tenant, shall be free of all violations, orders or notices of violations of all public authorities which would directly prohibit Tenant from conducting its business.

3.4 By virtue of occupying the Demised Premises as a tenant, or installing fixtures, facilities or equipment, or performing finishing work, whether in any such instance, directly or through its contractors or agents, Tenant shall conclusively be deemed to have accepted the Demised Premises and to have acknowledged that the Demised Premises are in the condition as required by this Lease.

4. USE

4.1 Tenant shall use and occupy the Demised Premises solely and exclusively for the conduct of Tenant's Business (as defined on the Face Page) and solely and exclusively under the Name To Be Used By Tenant (as defined on the Face Page) and for no other purpose whatsoever. In no event shall Tenant, without Landlord's consent, change the character of its business or conduct business that is not described as Tenant's Business. In no event shall Tenant conduct any illegal business or sell any pornographic items.

4.2 By executing this Lease Tenant specifically confirms that Landlord has made no representations or warranties concerning tenant mix, concerning shopper traffic volumes or concerning how the same will or might affect Tenant and that Tenant will take all necessary and appropriate business steps and actions, including all prudent advertising and marketing, to develop necessary shopper traffic and sales volumes.

4.3 Landlord reserves the right after the execution or during the term of this lease, or extension or renewal thereof, at its sole cost and expense, to remove the Tenant from the Demised Premises and relocate the Tenant in some other space of Landlord's choosing of approximately the same dimension and size within the Shopping Center, which other space shall be decorated by Landlord at Landlord's expense and in its discretion to use such decorations and materials from the then existing Demised Premises, or other materials, so that the space in which the Tenant is relocating shall be comparable in its interior design and decoration to the Demised Premises from which Tenant is removed. Tenant, by execution of this lease, acknowledges the foregoing right of Landlord, and no rights herein granted to Tenant, including but not limited to, the right of peaceful and quiet enjoyment, shall be deemed or construed to have been breached or interfered with by reason of Landlord's exercise of the rights herein reserved in this Paragraph. The sole

Landlord for the removal and relocation of tenant shall be the actual cost of relocating and decorating the space in which Tenant is relocated, and Tenant agrees that Landlord's exercise of its election to remove and relocate Tenant shall not terminate the Lease or release Tenant in whole or in part from Tenant's obligation to pay rent and perform the covenants, and agreements hereunder for the full term of this Lease. A notice by certified mail is to be served upon Tenant when Landlord elects to relocate Tenant. This notice is to be a minimum of sixty (60) days prior to the requirement for the Tenant to be relocated. Ten (10) days from receipt of the Landlord's notice to relocate, Tenant is to acknowledge in writing by certified mail of Tenant's election to accept relocation. In the event Tenant does not accept the relocation or should Tenant fail to respond within the ten day requirement, this lease will be canceled and have no further force or effect

5. TERM AND OPTION

5.1 The term of this Lease shall commence on the date when Landlord shall deliver possession of the Demised Premises to Tenant as provided in paragraph 3.1 hereof (the Commencement Date) and shall end (unless sooner terminated as hereinafter provided) at midnight on the date of the expiration of Seven Full years (each year shall be referred to in this Lease as Lease Year) from the Commencement Date. The parties hereto agree to execute, within thirty (30) days after the Commencement Date, a supplement to this Lease, in the form attached hereto as Supplement 1, fixing the definite date of the beginning and of the ending of the term of this Lease.

5.2 Provided this Lease is in good standing and tenant is not in default hereunder, Landlord hereby grants Tenant an option to lease the Demised Premises for one (1) additional period(s) of ten (10) years each, upon the terms and conditions set forth herein. Upon exercising option, a 10% increase in price per square foot will be assessed. Tenant shall exercise the option in writing by notifying Landlord not later than six months prior to the expiration of the original or any extended term of the Lease. Failure to give any such notice shall, at Landlord's option, conclusively make the remaining option (s) to extend if any, null and void.

6. RENT

6.1 Minimum Annual Rent:

6.1.1 Tenant shall pay to Landlord an annual rental of Ninety One Thousand Three Hundred Eighty Two Dollars and Seventy Six cents, PLUS SALES TAX (the minimum rent), in equal monthly installments of Seven Thousand Six Hundred Fifteen and Twenty Three cents, PLUS SALES TAX Payable in advance on the first day of each calendar month during the term of this Lease together with any sales or use tax or excise tax imposed or levied against any installment of Minimum Rent, or any other charge or payment required to be made by Tenant pursuant to the terms of this Lease, which payments shall constitute additional rent ("Additional Rent"). The amount of Minimum Rent shall increase annually, Commencing with the second Lease Year, in accordance with Section 6.1.2 hereof. Liability of Tenant for any of such payments shall survive the term of this Lease or termination of this Lease for any cause whatsoever. Rent shall commence to accrue on the Commencement Date. Landlord acknowledges payment by Tenant of the sum of U.S. \$23,911.83 U.S. \$8,148.30 Of which is paid as a deposit to be applied against the first month's rental at the time the same is due, U.S. \$8,148.30 paid as a deposit to be applied against the last month's rental and the remaining U.S. \$7,615.23 to be held by Landlord as a security deposit in accordance with and subject to the provisions of paragraph 6.4 herein below. If the Commencement Date occurs on a day other than the first day of a month, rent from the Commencement Date until the first day of the following month shall be prorated at the rate of one thirtieth (1/30th) of the fixed monthly rental for each such day, payable in advance on the Commencement Date. Tenant will pay all rents due under this Lease without notice, demand, deduction, abatement set-off or counterclaim by check to Landlord addressed as follows:

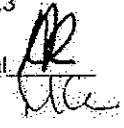
Galleria of Key Biscayne, Inc.
328 Crandon Blvd. Suite 221C
Key Biscayne, Florida 33149
Attn: Key Biscayne Galleria Manager.

Or to such other party or address as Landlord may designate by written notice to Tenant. If Landlord shall at any time or times accept said rent after it shall become due and payable, such acceptance shall not constitute a waiver of any of Landlord's rights hereunder or excuse any such delay or delays on subsequent occasions. In the event that any payment of Minimum Rent, Additional Rent, or any other charge or payment required to be made by Tenant to Landlord pursuant to the terms of the lease is not paid within five (5) days of the due date thereof, at Landlord's option a late fee of ten percent (10%) of the monthly base rent, in addition to any interest due hereunder, may be assessed Tenant as liquidated damages for the increased administrative costs to Landlord. Such late fee shall be due and payable immediately upon the receipt by Tenant of Notice thereof from Landlord. Unpaid rent shall bear interest at the maximum legal rate permitted under the laws of the State of Florida from the due date to the date of payment thereof by Tenant. Such interest shall constitute Additional Rent hereunder and shall be due and payable with the next monthly installment of Minimum rent.

6.1.2 For Lease Years two through five, Minimum Rent shall be computed as indicated in Face page. The Landlord shall notify the Tenant of the adjusted monthly Minimum Rent, in writing, if and when such rent adjustment occurs. The Tenant hereby covenants and agrees to pay the adjusted monthly Minimum Rent, (together with any and all amounts due and payable hereunder) on the first (1st) day of each and every month for the following twelve (12) month period.

For the Lease term, and any extension or renewal thereof, Minimum Rent shall be paid in advance on the first day of each calendar month.

6.1.3. Additional Rent. In addition to the rent as set forth in paragraph 6.1 and 6.1.2 Tenant agrees to also pay to Landlord during the Lease Term the following as set forth in their respective paragraphs: Common Area Maintenance Fee, Paragraph 7.3 Utilities, paragraph 8; and Real Estate Taxes, paragraph 9.1, which amounts shall be deemed Additional Rent.

Initial 

In addition to the foregoing Minimum Rent, all other payments to be made by Tenant under this Lease shall be deemed to be and shall become Additional Rent hereunder whether or not the same be designated as such and shall be due and payable on demand or together with next succeeding installment of rent, whichever shall first occur, and Landlord shall have the same remedies for failure to pay the same as for a non-payment of Minimum Rent. Landlord, at its election, shall have the right, but not the obligation, to pay or do any act which requires the expenditure of any sums of money by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease, and in the event Landlord shall, at its election, pay such sums or do such acts requiring the expenditure of monies, Tenant agrees to pay Landlord, upon demand, all such sums, and the sums so paid by Landlord shall be deemed Additional Rent.

6.2 Relationship of Parties. Anything contained in this Lease to the contrary notwithstanding, it is specifically agreed that Landlord shall in no event be construed or deemed to be a partner or engaged in a joint venture with, or an associate of, Tenant in the conduct of its business and that Landlord shall absolutely not be liable for any debts or other liabilities of any kind or sort whatsoever incurred by Tenant in the conduct of its business or otherwise. Nothing contained in this Lease shall be deemed or construed to confer upon Landlord any interest in the business of the Tenant. The relationship of the parties during the term of this Lease shall at all times be solely that of landlord and tenant.

6.3 Time and Place of Payment Tenant shall promptly pay all rentals and other charges and render all statements herein prescribed at Landlord's address, as set forth in Paragraph 6.1 hereof, or to such other person or corporation, and at such other place, as may be designated from time to time by Landlord in writing. If Landlord shall pay any monies or incur any expenses in correction of any violation of any covenant, undertaking, or agreement of Tenant as is set forth in this Lease, the amounts so paid or incurred shall, at Landlord's option and on notice to Tenant, be considered Additional Rent payable by Tenant with the next installment of rent thereafter to become due and payable and may be collected or enforced as provided by law in respect to payment of rent. All payments due under this Lease shall be made, at Landlord's option, in cash, check drawn on a local banking institution or by cashier's check issued by a national banking association or state-chartered banking association located in the county in which the Shopping Center is located; all checks shall be received subject to clearance.

6.4. Security Deposit Tenant has deposited with Landlord the sum of U.S. \$7,615.23 (at anniversary date security Deposit shall be kept equal to the new monthly rental payment). As security for the full and faithful performance and observance by Tenant of the terms, provisions and conditions of this Lease. In the event Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of minimum Rent and Additional Rent, Landlord may use, apply or retain all or any part of the security so deposited to the extent required for any such payment or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate landlord for any other loss, cost, or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit with Landlord an amount sufficient to restore the security deposit to its original amount. Tenant's failure to do so shall constitute a breach of this Lease. In the event Tenant shall fully and faithfully perform and observe the terms, provisions, covenants and conditions of this Lease, the security deposit or any balance thereof remaining shall be returned to Tenant within sixty (60) days following the expiration or earlier termination of the term and upon Tenant's vacation of the demised premises. In the event of a transfer of the Shopping Center, Landlord shall have the right to transfer the security to the transferee and Landlord shall thereupon be released by Tenant from all liability for the return of such security. Thereafter, Tenant agrees to look solely to the transferee for the return of the security. It is agreed that the provisions hereof shall apply to each and every transfer of the security during the term. Tenant covenants that it will not assign or encumber the monies posted herein as security and that neither Landlord nor its assigns shall be bound by any such encumbrance or assignment. Neither Landlord nor its assigns shall be required to maintain the security in a segregated account and the security may be commingled with other funds of Landlord. In no event shall Tenant be in title to any interest on its security. In no event shall any mortgagee holding a mortgage encumbering the Shopping Center be responsible to Tenant for its security should such mortgagee become the owner of the Shopping Center through foreclosure or by reason of a deed given in lieu thereof unless said mortgagee shall have first in writing actually acknowledged receipt of Tenant's security deposit.

7. COMMON AREA, FACILITIES AND MAINTENANCE THEREOF

7.1 All facilities furnished by Landlord in the Shopping Center and designated for the general use, in common of occupants of the Shopping Center including Tenant hereunder, their respective officers, agents, employees and customers, including, but not limited to, any of the following which may have been furnished by Landlord such as parking areas, driveways, entrances and exits thereto, employee parking areas, truck way or ways, truck courts and service courts, loading docks, package pick-up stations, pedestrian sidewalks and ramps landscaped areas, exterior stairways, first aid station, comfort stations, bus stops, taxi stands, malls, and other similar facilities shall at all times be subject to the exclusive control, administration, and management of Landlord; and Landlord shall have the right from time to time to change the area, level, location, amount and arrangement of such parking areas and all other facilities referred to above, to restrict parking by tenants and their employees to employee parking areas, and to make all rules and regulations pertaining to and necessary for, in Landlord's sole judgment, the proper operation and maintenance of the Common facilities as above described and as hereinafter defined. In the event that any of the Tenants principals or employees park in other than designated employee parking areas, if the same be provided, Tenant shall pay Landlord \$25.00 per day per car for each and every instance of such unauthorized parking

7.2 INTENTIONALLY OMITTED

7.3 INTENTIONALLY OMITTED

Initial 


8. PUBLIC UTILITIES

In addition to all rentals herein specified, Tenant shall pay for all utilities of whatever kind or sort, used, installed or consumed in or upon the Demised Premises and all water and sewer charges, as and when the various respective charges therefor shall become due and payable; and tenant shall pay any garbage or trash collection fee imposed by governmental authority or licensee or franchise, any agency designated to collect such garbage or trash, or the Landlord, as the case may be. Notwithstanding the foregoing, Landlord reserves the right (i) to designate from time to time a garbage service to be utilized by Tenant; and (ii) to designate an air conditioning maintenance service to be utilized by Tenant.

9. TAXES

9.1 INTENTIONALLY OMITTED

9.2 INTENTIONALLY OMITTED

9.3 Tenant shall also pay to Landlord as Additional Rent any and all sales or use tax or excise tax imposed or levied against rentals or any other charge or payment required under this Lease to be made by Tenant which has been imposed or levied by any governmental agency having, or purporting to have, jurisdiction thereof.

10. REPAIRS

10.1 **REPAIRS** Landlord will keep the foundation, exterior walls and roof of the premises, excepting any work done by Tenant and any glass or doors, in proper repair, provided that in each case Tenant shall have given Landlord prior written notice of the necessity of such repair. Tenant will keep the interior of the Demised Premises together with all fixtures therein or and all electrical, plumbing, heating, air conditioning and other mechanical installations thereon, all doors, and all plate glass and door and window glass, in good order and proper repair at its own expense, using materials and labor of kind and quality equal to the original work, and will surrender the Demised Premises at the expiration or earlier termination of this Lease in as good condition as when received, excepting only deterioration caused by ordinary wear and tear and damage by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage. Except as herein above provided, Landlord shall have no obligation to repair, maintain, alter or modify the Demised Premises or any part thereof, or any plumbing, heating, electrical, air conditioning or other mechanical installation therein or thereon. Under no circumstances shall Landlord be obliged to repair, replace or maintain any plate glass or door or window glass. **ANY AND ALL WORK COMPLETED BY TENANT MUST BE DONE SO BY A LICENSED AND INSURED CONTRACTOR.**

11. TENANTS RIGHT TO MAKE ALTERATIONS

11.1 **Alterations and Improvements** Tenant shall not cut, drill into, disfigure, deface or injure any part of the Demised Premises; nor obstruct or permit any obstruction, alteration, addition, improvement, decoration or installation in the Demised Premises (excluding the Tenant improvements described on Exhibit AC hereof), without the prior written consent of the Landlord. All alteration, additions, improvements, decorations or installation, including but not limited to, partitions, railings, air-conditioning ducts or equipment (except moveable furniture and fixtures put in at the expense of Tenant and removable without defacing or injuring the Shopping Center or the Demised Premises), shall become the property of Landlord at the expiration or earlier termination of the term. Landlord, however reserves the option to require Tenant upon demand in writing, to remove all fixtures and additions, improvements, decorations or installation (including those not removable without defacing or injuring the Demised Premises) and to restore the Demised Premises to the same condition as when originally leased to Tenant, reasonable wear and tear excepted; provided, however, Landlord shall not have the right to require Tenant to remove any fixtures, additions, improvements, decorations, and/or installations which are initially installed by and for Tenant in order to prepare the Demised Premises for occupancy by Tenant in a manner which has been approved by Landlord. Tenant agrees to restore the Demised Premises immediately upon the receipt of the said demand in writing at this own cost and expense and agreed in case of his failure to do so, that Landlord may do so and collect the cost thereof from Tenant as Additional Rent. In the event Landlord shall consent in writing to any alteration, decoration, addition, installation or improvement in or to the Demised Premises, Landlord shall have the right to inspect the same and, notwithstanding their compliance with provisions of law, Landlord shall be entitled to require Tenant to rectify any defects which Landlord, in the exercise of its reasonable judgment, may determine advisable. Tenant further agrees that all such work done by Tenant or on Tenant's behalf shall be performed and installed in such a manner that the same shall comply with all provisions of law, ordinances and rules and regulations of any and all agencies and authorities having jurisdiction over the Demised Premises, and at such time and in such manner as not to interfere with the progress of any work being performed by or on account of Landlord. Notwithstanding the foregoing, it is understood that Tenant is not obligated by Landlord to make any improvement or improvements, and in no event shall Tenant have the right to create or permit there to be established any lien or encumbrance of any nature against the Demised Premises or the Shopping Center for said improvement or improvements by Tenant, and Tenant shall fully pay the cost of any improvement or improvements made or contracted by Tenant. Any mechanic's lien filed against the Demised Premises or the Shopping Center for work claimed to have been done, or materials claimed to have been furnished to Tenant shall be duly discharged by Tenant within ten (10) days after the filing of the lien. **ANY AND ALL WORK COMPLETED BY TENANT MUST BE DONE SO BY A LICENSED AND INSURED CONTRACTOR.**

12. AFFIRMATIVE COVENANTS OF TENANT

12.1 Tenant agrees:

12.1.1 To comply with any and all requirements of any of the constituted public authorities having or purporting to have, jurisdiction and with the terms of any State Federal, or local statute, ordinances, or regulation applicable to Tenant or its use of the Demised Premises and to save and hold Landlord harmless from, and by these terms to indemnify, defend and hold harmless Landlord from, any and all penalties, fines, costs, expenses or damages, including without limitation, Landlord's attorneys fees resulting from Tenant's failure to do so; and

12.1.2 To give Landlord prompt written, full, complete, and specific notice of any accident, fire, damage, or injury whatsoever occurring in, on or to the Demised Premises; and

12.1.3 That all loading and unloading of goods shall be done only at such times and in the areas and through such entrances as may be designated for such purposes by Landlord and that trailers or trucks shall not be permitted to remain parked overnight in any area of the Shopping Center, whether loaded or unloaded; and

12.1.4 To keep all garbage and refuse in the kind of container specified by Landlord and to place the same outside of the Demised Premises prepared for collection in the manner and at the times and places specified by Landlord in accordance with all regulations of the public authorities having or purporting to have, jurisdictions; and

12.1.5 To keep outside areas immediately adjoining the Demised Premises clean and not to burn, place or permit any rubbish, obstruction or merchandise in such areas; and

12.1.6 To Keep the Demised Premises clean, orderly, sanitary and free from objectionable odors and from insect, vermin and other pests and, with affirmative action, to disallow the usage and possession of any illegal substance in, on or upon the Demised Premises; and

12.1.7 To require Tenant's employees to park their cars only in those portions of the parking areas designated for that purpose by Landlord and that, if Tenant or Tenant's principals or employees violate this provision, Tenant shall pay Landlord \$25.00 per day per car in each such instance; and

12.1.8 To conduct its business in the Demised Premises in all respects in a dignified manner and in accordance with high standards of store operation; and

12.1.9 To comply with all reasonable rules and regulations of Landlord in effect at the time of the execution of this Lease and at any time or times and from time to time promulgated by Landlord, which Landlord in its sole discretion shall deem necessary or appropriate in connection with the Demised Premises, the building(s) of which the Shopping Center, including without limitations, the installation of such fire extinguishers and other safety equipment as Landlord may reasonably require; and

12.1.10 That Tenant shall forthwith pay all liens of contractors, subcontractors, sub subcontractors, mechanics, laborers, materialmen and other items of like character and that Tenant does hereby indemnify, defend and hold harmless Landlord against all legal costs and charges, bond premiums for the release of liens, including all attorney's fees of Landlord incurred in and about the prosecution or defense of any suit in discharging the Demised Premises and, alternatively, the Shopping Center or any part or portion thereof from any liens, charges, judgements, or encumbrances caused or suffered to be caused, directly or indirectly, by Tenant, and that all the costs and charges referred to above shall be considered as rent due and shall be included in any lien for rent; and

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

12.1.12 To comply fully with all fire and safety codes, rules, and regulations in effect from time to time during the term of this Lease, of the public authorities having, or purporting to have, jurisdiction and to install, keep and maintain at Tenant's cost and expense any and all systems, equipments, and the like required by any of the same.

12.2 Tenant shall not have authority to create any liens for labor or material on or against the Landlord's interest in the Demised Premises of the Shopping Center and all persons contracting with the Tenant for the destruction or the removal of any building or for the erection, installation, alteration, or repair of any building or other improvements in, on or to the Demised Premises; and all materialmen, contractors, subcontractors, sub subcontractors, mechanics, and laborers are hereby charged with notice that they must look solely to the Tenant's interest in the Demised Premises to secure the payment of any bill for work done or material furnished during the rental period created by this Lease and, specifically, not to the Landlord or the Landlord's interest. Tenant agrees that it will include that language of this paragraph in any contract or agreement for any work done by Tenant in the Demised Premises.

12.3 Tenant hereby covenants and agrees to provide Landlord with a current Financial statement of Tenant and separate current financial statement of all guarantors under this Lease, at least fifteen (15) days prior to each anniversary date of this Lease including all extensions hereof. Each such financial statement shall be in form acceptable to Landlord in Landlord's reasonable discretion.

13. NEGATIVE COVENANTS OF TENANT

Tenant agrees that it will not do any of the following without the express, specific prior consent in writing of the Landlord:

13.1 Use or operate any machinery or equipment that, in Landlord's sole opinion, is harmful to the building or disturbing to other tenants in the building of the Shopping Center of which the Demised Premises is a part; nor shall Tenant use any loudspeakers, televisions, photographs, radios or other like or differing devices in a manner so as to be heard or seen outside of the Demised Premises, nor display merchandise on the exterior of the Demised Premises either for sale, promotion, or other purposes.

13.2 Do, or suffer to be done, any act, manner or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Demised Premises or any part thereof, or on the building or Shopping center of which the Demised Premises is a part shall become void or suspended, or whereby the same shall be rated at a more hazardous risk than at the date when Tenant received possession hereunder; in case of a breach of this covenant, in addition to all other remedies of Landlord hereunder, Tenant agrees to pay to Landlord as Additional Rent any and all increase or increases of premiums on insurance carried by Landlord on the Demised Premises, or any part thereof, and on the building and Shopping Center of which the Demised Premises is a part, caused in any way by occupancy or use of Tenant.

13.3 Attach any awnings, antenna or other projections to the roof or outside walls of the Demised Premises of the Building or Shopping Center of which the Demised Premises is a part.

13.4 Conduct any auctions, fire, bankruptcy, liquidation, selling-out or like sale in, on or about the Demised Premises.

13.5 Execute or deliver any security interest in any trade fixtures or other property placed in or on the Demised Premises at any time.

13.6 Solicits business or distribute any handbills or other advertising matter in the common areas of the Shopping Center including without limitation, sidewalks, pedestrian walkways, and parking areas and lots.

13.7 Operate vending machines, pinball machines, or electronic games or similar devices within the Demised Premises.

13.8 Penetrate the roof of the Demised Premises without Landlord's written consent. Tenant shall be responsible for the repair of roof leaks caused by such penetration even though Tenant has obtained Landlord's prior written consent thereto.

14. SIGNS

Tenant shall not exhibit, inscribe, paint or affix any sign, advertisement, notice or other lettering on any part of the outside of the Demised Premises or of the building of the Shopping Center of which the Demised Premises is a part, or inside the Demised Premises if visible from the outside, without first obtaining Landlord's prior, specific written approval thereof, which approval shall not be unreasonably withheld; and Tenant further agrees to maintain each and every such sign lettering and the like as may be approved by Landlord in good condition, working order, and repair at all times. There is attached to this Lease an instrument entitled Sign Criteria, and Tenant agrees that Tenant's sign(s) shall comply with the contents of such Sign Criteria as it may be amended or changed from time to time. Tenant shall, in respect of all such signs, lettering, and the like, submit in writing to Landlord for its approval the name of the person, firm or entity proposed by Tenant to contract with Tenant for the manufacture and installation of the same. Tenant agrees that it will have such a sign prepared and installed at Tenant's expense.

15. RIGHT OF LANDLORD

Landlord reserves, without limitation to any and all of Landlord's other rights under this Lease, the following rights, with respect to the Demised Premises:

15.1 At all reasonable times whether or not during Tenant's Hours of Operation and from time to time, by itself or through its duly authorized agents or designees, to go upon and inspect the Demised Premises, and every part thereof, and at its option to make repairs, alterations and additions to the Demised Premises or the building of which the Demised Premises is a part.

15.2 To display a For Sale or other sign at any time and from time to time; and after notice from either party, whether express or implied by conduct, of intention to terminate this Lease or at any time within three(3) months prior to the expiration of the term of this Lease, a For Rent or For Lease sign(s) or both For Rent and For Lease signs; and all of said signs shall be placed upon such part of the Demised Premises as Landlord shall require, except on display windows or on door or doors leading into the Demised Premises. Prospective purchasers or tenants authorized by Landlord may inspect the Demised Premises at all reasonable hours at any time and from time to time whether or not during Tenant's Hours of Operation.

15.3 To install or place upon, or affix to the roof and exterior walls of the Demised Premises equipment, signs, displays, antenna, and any other object(s) of any kind or sort, provided only and solely that the same shall not materially impair the structural integrity of the building or interfere directly with Tenant's occupancy.

16. DAMAGE TO PREMISES

If the Demised Premises shall be damaged by fire, the elements or other casualty not due to Tenant's negligence or willful acts or omissions, but are not thereby rendered untenable in whole or in part, Landlord shall, but only out of insurance proceeds, cause such damage to be repaired; and the rent payable pursuant to this Lease shall not be abated. If by reason of such occurrence, the Demised Premises shall be rendered untenable only in part, Landlord shall, but only out of insurance proceeds, cause the damage to be repaired; and the Minimum Rent meanwhile shall be abated proportionally as to the portion of the Demised Premises rendered untenable. If the Demised Premises shall be rendered wholly untenable by reason of such occurrence, the Landlord shall, but only out of insurance proceeds, cause such damage to be repaired; and the Minimum Rent meanwhile shall be abated in whole; provided, however, that Landlord shall have the right, to be exercised by notice in written to elect not to reconstruct the destroyed Demised Premises, and in such event this Lease and the tenancy hereby created shall cease as of the date of the giving of said notice with the Minimum Rent to be abated as of such date; said notice may be given within sixty (60) days of said occurrence. Nothing contained in this Lease shall require, or be deemed or construed to require, Landlord to make any repair to those elements of the demised premises other than those initially provided by Landlord to Tenant.

17. INDEMNIFICATION, PUBLIC LIABILITY INSURANCE AND OTHER INSURANCE

17.1 Tenant shall and hereby does indemnify and defend Landlord and save it harmless from and against any and all claims, cause of action, actions, damages, liability and expense including, without limitation, attorney's fees in connection with any and all of loss of life, personal injury and damage to property occurring in or about, or arising out of or in relation to, directly or indirectly in any manner whatsoever, the Demised Premises, adjacent sidewalks and loading platforms or areas, and the Common facilities or occasions wholly or in part by any act or omission of Tenant, its agents, contractors, customers, invitees, principals, directors, officers or employees.

17.2 Tenant shall at all times during the term of this Lease keep and maintain in full force and effect at its own sole cost and expense broad form comprehensive general public liability insurance in companies acceptable to Landlord sufficient to cover such indemnification and naming as insured both Landlord and Tenant with minimum limits of **One Million and 00/100 Dollars (U.S. \$1,000,000.00)** on account of bodily injuries to or death as the result of any one accident, occurrence or disaster, and **One Hundred Thousand Dollars (U.S. \$100,000.00)** on account of damage to property; and Tenant shall promptly deposit the original policy or policies of such insurance and/or certified copies of the certificates of insurance with Landlord. Such insurance shall provide that Landlord shall receive thirty (30) days notice from the insurer prior to any cancellation or change of coverage

17.3 Tenant shall during the entire term of this Lease keep and maintain in full force and effect at its own sole cost and expense an all risk policy of insurance upon all of the plate glass in the Demised Premises, in which policy both Landlord and Tenant shall be named as parties covered thereby as their respective interest may appear. Tenant shall furnish Landlord with a certificate of insurance or other evidence acceptable to Landlord that such insurance is in force and evidence acceptable to Landlord that the premiums have been paid by Tenant at least ten (10) days prior to the date Tenant is to open its business in the Demised Premises.

17.4 Tenant shall, at all times during the term of this Lease keep and maintain in full force and effect at its own sole cost and expense an all risk insurance policy in companies acceptable to Landlord, equal to the replacement cost of Tenant's betterments and improvements in and on the Demised Premises, and naming Landlord as an insured to the full extent of such betterments and improvements.

17.5 Tenant shall furnish Landlord, on or before Tenant takes occupancy, original policies or certificates of insurance evidencing the coverages required by this Lease. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or materially change the coverage of such policy or policies without giving thirty (30) days prior written notice thereof to Landlord.

17.6 In the event Tenant fails to comply with any of the provisions of this Paragraph 17, then Landlord, in addition to all other remedies under this Lease and at law, shall be entitled to an immediate judicial injunction prohibiting Tenant from being in possession of the Demised Premises and from conducting any business in the Demised Premises.

18. FIRE AND EXTENDED COVERAGE INSURANCE

18.1 Landlord shall at all times during the term hereof maintain in effect a policy or policies of insurance covering the Demised Premises, providing protection against any peril included within the classification Fire and Extended Coverage and, at Landlord's option, insurance against sprinkler damage, vandalism, malicious mischief, earthquake damage, and abatement or loss of rent in case of said insured casualties. The cost of all such insurance shall be considered a part of the Shopping Center Operating cost.

18.2 Tenant agrees that it shall not keep, use, sell or offer for sale in or upon the Demised Premises any article or thing which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance that may be charged during the term of this Lease on the amount of such insurance which may be carried by the Landlord on the Demised Premises or the building(s) of which it is a part, resulting from a violation of the foregoing, whether or not the Landlord has consented to or otherwise waived the same. In determining whether increased premiums are the result of the Tenant's use of the Demised Premises, a schedule, issued by the organization in making the insurance rate on the Leased Premises, showing

the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate of the Demised Premises.

18.3 In the event that the Tenant's occupancy causes any increase of premium for the fire, boiler and/or casualty rates on the Demised Premises or any part thereof above the rate for the least Hazardous type of occupancy legally permitted in the Demised Premises, the Tenant shall pay the additional premium on the fire, boiler and /or casualty insurance policies by reason thereof.

19. WAIVER OF CLAIMS

19.1 Landlord and Landlord's agents, employees and contractors shall not be liable for, and Tenant hereby irrevocably and unconditionally waives and releases all claims for, damage to person(s) or property sustained by Tenant or any person claiming by, through, or under Tenant(excluding claims for any damages caused by the gross negligence or willful misconduct of Landlord, its agents, employees and contractors) resulting from any fire, accident, occurrence or condition in or upon the Demised Premises or the building(s) of which it shall be a part, including but not limited to such claims for damage resulting from (i) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, water pipes, stairs, railings or walks; (ii) any equipment or appurtenance becoming out of repair; (iii) the bursting, leaking or running of any tap, wash-stand, water closet, waste pipe, sprinkler head or pipe, drain or any other pipe or tank in, upon or about such building or the Demised Premises; (iv) the backup of any sewer pipe or downspouts; (v) the escape of steam or hot water; (vi) water being upon or coming through the roof or any other place upon or near such building or premises or otherwise; (vii) the falling of any fixtures, plaster or stucco; (viii) broken glass (ix) any act or omission of co-tenants or other occupants of said building or of adjoining or contiguous property or buildings. Tenant will not hold Landlord liable for any patent defect in the Demised Premises or in the Shopping Center.

19.2 Landlord and Tenant agree that in the event the Demised Premises or its contents are damaged or destroyed by fire or other insured casualty, the rights, if any, of either party against the other with respect to such damage or destruction are waived to the extent of insurance proceeds and that all policies of fire and/or extended coverage or other insurance covering the Demised Premises or its contents shall contain a clause or endorsement providing in substance that the insurance shall not be prejudiced if the assureds have waived right of recovery from any person or persons prior to the date and time of loss or damage, if any.

20. TRADE FIXTURES

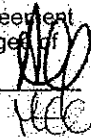
All trade fixtures installed by Tenant in the Demised Premises shall remain the property of Tenant and shall be removable at the expiration or earlier termination of this Lease or any renewal or extension thereof, provided Tenant shall not at such time be in default under any covenant or agreement contained in this Lease, and provided, further, that in the event of such removal Tenant shall promptly and fully restore the Demised Premises to its original order and condition. Any such trade fixture not removed at or prior to such termination shall be and become the property of Landlord. All lighting fixtures, air conditioning equipment, electrical and plumbing installations, ceiling and ceiling support systems, the store front and demising and interior partitions, whether or not installed by Tenant, shall not be considered trade fixtures and shall not be removable by Tenant at the expiration or earlier termination of this Lease or at the expiration of any renewal or extension thereof and shall be the property of Landlord.

21. ASSIGNING, MORTGAGING, SUBLETTING

Tenant agrees not to assign, mortgage, pledge or encumber this Lease, in whole or in part, or to sublet the whole or any part of the Demised Premises or to permit the use of the whole or any part of the Demised Premises by any licensee or concessionaire, without first obtaining the prior, specific written consent of Landlord at Landlord's sole discretion. Tenant agrees that, in the event of any such assignment, subletting, licensing or granting of a concession, made with the written consent of the Landlord as aforesaid, it will nevertheless remain unconditionally liable for the performance and financial obligations of all the terms, conditions and covenants of this Lease. Tenant agrees that it shall not be unreasonable for Landlord to withhold its consent to any assignment, encumbrance, sublease, or other transfer of Tenant's interest in this Lease if a proposed transferee's anticipated use of the Demised Premises involves the generation, storage, use, treatment or disposal of Hazardous Material, as defined in Section 29 of this Lease Agreement. No consent to any assignment, encumbrance, or subletting shall constitute a further waiver of the provisions of this section. Any such assignment, encumbrance or subletting without such consent shall be void and shall at Landlord's option constitute a default. If Tenant is a corporation and if control thereof in any respect whatsoever changes in Landlord's sole but bona fide opinion in any manner whatsoever at any time during the term of this Lease, Landlord, at its option and in its discretion, may by giving sixty (60) days prior written notice to Tenant, declare such change a breach of and default under this Lease. The changing of control shall be deemed and construed to include, without limiting the generality of the foregoing, the loss or removal of a key principal of Tenant, and a substantial change in management. Landlord hereby consents to the assignment of this Lease or the subletting of the Demised Premises to a wholly owned and controlled subsidiary of Tenant, provided that Tenant remain fully liable nevertheless as aforesaid. Prior to requesting the consent of Landlord to any proposed sublease or assignment, Tenant shall submit to Landlord detailed written information concerning the proposed sublease or assignee, including background information, financial information and references. The Landlord shall have the right to deny any requested assignment or subleasing, with or without cause.

22. SUBORDINATION

Tenant agrees that it shall, and hereby does by these terms, fully, absolutely and unconditionally subordinate its rights hereunder to the lien of a mortgage(s), now or hereafter placed against Landlord's (or its successor's) interest, and, alternatively, any or all the buildings now or hereafter built or to be built in the Shopping Center by Landlord and to any and all advances, without limitation, made or to be made thereunder and to the interest thereon and to all renewals, replacements, consolidations and extensions thereof and will from time to time promptly execute upon demand and without charge such documents and instruments in such form and substance as Landlord or its mortgagees or other lenders may require implementing further the foregoing subordination and agreement to subordinate. Tenant further agrees that it shall enter into and execute, without charge, all other documents which any mortgagee or

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any ground lessor may reasonably request. Tenant to enter into and execute, including a subordination, non-disturbance and attornment agreement.

23. ESTOPPEL CERTIFICATE

Tenant, upon request of Landlord or any holders of a mortgage against the Landlord's interest, shall from time to time without charge deliver or cause to be delivered to Landlord or such mortgagee, within (10) days from the date of demand, a certificate, duly executed and acknowledged and in recordable form, certifying that this Lease is valid and subsisting and in full force and effect and the Landlord is not in default under any of the terms of this Lease or specifying, if applicable, any default of Landlord.

24. PERFORMANCE OF TENANT'S COVENANTS

Tenant covenants and agrees that it shall timely and fully perform all agreements and covenants herein expressed on its part to be performed, that it shall, promptly upon receipt of written notice of non-performance thereof, comply with the requirements of such notice, and that, if Tenant shall not comply with such notice to the satisfaction of Landlord within five (5) days after delivery thereof (if such compliance can not reasonably be completed within five (5) days, if Tenant shall not commence to comply within such period and provide a written plan and time schedule for compliance and thereafter in good faith expeditiously proceed to completion with all due diligence) Landlord may, at its option do or cause to be done any or all of the things specified in said notice and in so doing Landlord shall have the right to cause its agents, employees and contractors to enter upon the Demised Premises and in such event shall have no liability whatsoever to Tenant for any loss or damage resulting in any way or manner whatsoever from such action; and Tenant agrees to pay promptly upon demand any expense whatsoever incurred by Landlord in taking such action, any such sums to be collectible from Tenant as Additional Rent hereunder.

25. EVENTS OF DEFAULT

The occurrence of any one or more of the following shall constitute an event of default hereunder:

25.1 Failure of Tenant to commence Business within the time period specified in Paragraph 3 hereof; and, alternatively,

25.2 Substantial discontinuance by Tenant of the conduct of its business in the Demised Premises; and, alternatively,

25.3 The filing of a petition by or against Tenant for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee for Tenant's property; reorganization or proceedings under any provisions of the Federal Bankruptcy Code; assignment by Tenant for the benefit of creditors; or the taking possession of the property of Tenant by any governmental officer or agency pursuant to the statutory authority for the dissolution or liquidation of Tenant; and, alternatively,

25.4 Failure of Tenant to pay when due any installment of rent hereunder or any other sums required to be paid by Tenant hereunder; and, alternatively,

25.5 Vacation or desertion of the Demised Premises or permitting the same to be empty and unoccupied; and, alternatively,

25.6 Tenant's removal or attempt to remove, or manifesting an intention to remove, Tenant's goods or property from or out of the Demised Premises otherwise than in the ordinary and usual course of business without having first paid and satisfied Landlord for all rent which may become due during the entire term of this Lease; and, alternatively,

25.7 Tenant's failure to perform or abide by any other term, provision, covenant, agreement, undertaking or condition of this Lease within five (5) days after written notice and demand, unless the failure is of such character as absolutely to require more than five (5) days to cure, in which event Tenant's failure to proceed immediately, expeditiously, continuously and diligently to cure such failure fully and completely shall constitute an event of default.

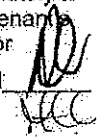
26. RIGHTS OF LANDLORD UPON DEFAULT BY TENANT

26.1 If an event of default as provided in Paragraph 25 occurs, then the Landlord, in addition to all rights and remedies granted under the laws of the State of Florida, shall have any and all of the following rights:

26.1.1 To re-enter and remove all persons and property from the Demised Premises, and such property may be removed and stored in a public warehouse, sidewalk or elsewhere at the cost of and for the account and sole risk of Tenant, all without service of notice or resort to legal process and without Landlord or its agents being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby, Tenant hereby absolutely waiving all claims for damages directly or indirectly related to any of the same; and, alternatively,

26.1.2 To terminate the Lease and re-let the Demised Premises for the account of the Landlord or, at Landlord's sole discretion, to re-let the Demised Premises for the account of the Tenant; and, alternatively,

26.1.3 If any part or portion of the rent or payments agreed to be treated as rent shall remain due and unpaid for five (5) days next after the same shall become due and payable, Landlord shall have the option of declaring the balance of the entire unpaid rent for the entire term of this Lease to be accelerated and to be immediately due and payable, and Landlord may then proceed immediately to collect all of the unpaid rent called for by this Lease by distress or otherwise and to terminate this Lease, without prejudice to Tenant's obligation for all such accelerated rent should Tenant fail them to pay the balance of the entire rent for the entire rental term. For


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purposes of this Paragraph 26.1.3, said balance means the entire Minimum Rent for the balance of the Lease Year plus the entire Minimum Rent for each remaining year of the term of this Lease, and pro rata for any part of a year together with such Additional Rent as may become due and payable.

26.1.4 If any part of the rent or other payments due hereunder shall remain due and unpaid for fifteen (15) days next after the same shall become due and payable Tenant shall pay to Landlord the sum equal to one month's rent, which said sum shall be received and held by Landlord as an additional security deposit under the provisions of Paragraph 6.4 hereof. Similarly, for each fifteen (15) day period thereafter during which any part of the rent or other payments due hereunder remain due and unpaid, Tenant shall pay to Landlord an additional sum equal to one month's rent as a security deposit to be held as set forth herein above.

26.2 Tenant agrees to pay all costs, whether or not otherwise considered court costs, expenses of collection and reasonable attorney's fees on any part of rent or sums agreed to be treated as rent that may be collected by an attorney, suit, distress or foreclosure; and, further, in the event that Tenant fails promptly and fully to perform and comply with each and every term, provision, covenant, agreement, undertaking or condition under this Lease and the matter is turned over to Landlord's attorney's, Tenant shall pay Landlord's reasonable attorney's fees plus costs, where deemed necessary or appropriate by Landlord, whether suit is instituted or not. In any and all litigation between Landlord and Tenant, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees, taxable costs, and all other expenses at all levels of trial and appeal.

26.3 The parties hereto hereby irrevocably waive trial by jury in any and every action or proceeding brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Demised Premises, and any claim for injury or damage. In the event Landlord commences any proceeding, whether or not for nonpayment of rent, Minimum Rent, any Additional Rent, or otherwise, Tenant shall not interpose, and hereby irrevocably waives the right to interpose any counterclaim of whatever nature or description in any such proceeding(s). The Provision in the immediately foregoing sentence shall not, however, be construed as a waiver of the Tenant's right to assert claims, if any, in any separate action or actions brought by the Tenant.

26.4 Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event Tenant is evicted or dispossessed for any cause or in the event Landlord obtains possession of the Demised Premises by reason of violation by Tenant of any of the terms, covenants or conditions of this Lease, or otherwise.

26.5 The rights of the Landlord under this Lease shall be cumulative and the failure on the part of the Landlord to exercise any rights under this lease shall not operate to forfeit any of the Landlord's right. The failure of Landlord to insist, at any time, upon strict performance of any covenants, payments, provisions or conditions of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment of such covenant, payment, provision, condition or option in the future.

27. SECURITY AGREEMENT

In addition to and independent of any lien in favor of Landlord arising by operation of law, Tenant hereby grants to Landlord a security interest in all personal property of Tenant located in the Demised Premises, to secure the payment of rent and the performance of all other duties and obligations of Tenant hereunder. Tenant agrees to execute upon request by Landlord any and all financing statements and to perform any other act reasonably necessary to the perfection of the security interest granted herein. The occurrence of any one or more of the events of default set forth in Paragraph 25 of this Lease shall constitute a default under this security agreement and shall entitle Landlord to avail itself, following the expiration of any relevant cure period specified herein, of any remedy or remedies available to it under Chapters 679 and 78, Florida Statutes, and under this lease agreement. Further, in the event of any default by Tenant of any provision of this Lease, Landlord shall be entitled to the issuance of a pre-judgment writ of replevin without notice and Landlord shall have the right to take possession as allowed under Chapter 78, Florida Statutes, and to take possession of the Demised Premises.

28. HAZARDOUS MATERIAL

28.1 Tenant shall(1) not cause or permit any Hazardous Material(hereafter defined) to be brought upon, kept or used in or about the Demised Premises by Tenant, its agents, employees, contractors or invitees, without the prior written consent of Landlord (which Landlord shall not unreasonably withhold as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be use, kept and stored in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Demised Premises). If Tenant breaches the obligation stated in the preceding sentence, or if the presence of Hazardous Materials on the Demised Premises caused or permitted by Tenant results in contamination of the Demised Premises, or if contamination of the Demised Premises or any other portion of the Shopping Center by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damages resulting therefrom, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitations, diminution in value of the Demised Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Demised Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees) which arise during or after the lease term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Demised Premises. Without limiting the foregoing, if the presence of any Hazardous Material on the Demised Premises caused or permitted by Tenant results in any contamination of the Demised Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Demised Premises to the condition existing prior to the introduction of any such Hazardous Material to the



Demised Premises; provided that Landlord's approval of such actions shall first be obtained, which approval shall not unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Demised Premises.

28.2 As used herein, the term Hazardous Material means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Florida or the United States Government. The term Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a hazardous waste under Section 403.703(21), Florida Statutes (1987); (ii) defined as a "hazardous substance" under Section 403.703(29) Florida Statutes (1987); (iii) defined as a toxic or otherwise hazardous substance under Section 403.771(2)(c), Florida Statutes (1987); (iv) defined as a >>toxic substance under Section 442.102(21), Florida Statutes(1987); (v) petroleum; (vi) asbestos; (vii) defined as a hazardous substance under Section 501.065(5), Florida Statutes (1987); (viii) designated as a hazardous substance pursuant to the federal Water Pollution Control Act (33 U.S.C. S 1317); (ix) defined as a Hazardous waste pursuant to Section 1004 of the federal Resource Conservation and Recovery Act, 42 U.S.C.#6901 et seq; or (X) defined as a Hazardous substance pursuant to the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C #9601 et seq, and the Superfund Amendment and reauthorization Act of 1968, 42 U. S. C #11011 et seq.

28.3 In the event Landlord consents to Tenant's maintaining of any Hazardous Materials on the Demised Premises, Tenant agrees, in addition to the foregoing, as follows: (i) Tenant shall notify Landlord of any proposed change in Tenant's operations which involve any Hazardous Materials, in writing, and Landlord shall have the right, as per paragraph 29.01, hereinabove to provide consent to the change of operating involving Hazardous Materials, Landlord's consent to the foregoing shall be in writing; (ii) Tenant shall within three (3) days of its receipt of the following, provide Landlord with copies of: any warnings, notices of violations, lawsuits, claims, letters of inquiry, and the like from any local, state, governmental agencies or any third parties regarding any Hazardous materials or compliance with any laws regulating the same; (iii) Tenant shall provide periodic certification to Landlord that it is in compliance with all ordinances, laws or other governmental regulations regulating such Hazardous Materials as are maintained by Tenant on or about the Demised Premises; (iv) Tenant shall deliver the Demised Premises to Landlord free and clear of any Hazardous Materials and any remedial work required in order to satisfy this condition shall be conducted at Tenant's sole expense; (v) in the event Tenant fails to comply with or breaches any term, condition or provision of this section, Landlord may terminate this Lease and pursue all remedies available to it under state, federal, or local law in addition to all remedies available hereunder.

29. CUSTOM AND USAGE

29.1 It is hereby covenanted and agreed, any law, usage or custom to the contrary notwithstanding, that Landlord shall have the right at all times to enforce each of the terms, provisions, covenants, agreements, undertakings, and conditions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Landlord in refraining from so doing at any time or times.

29.2 The waiver by Landlord of any breach of any term, provision, covenant, agreement, undertaking or condition contained in this Lease shall absolutely not be deemed to be a continuing waiver of any such or any subsequent breach of the same or any other like or differing term, provision, covenant, agreement, undertaking, or condition contained in this Lease. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, provision, covenant, agreement, undertaking or condition of this Lease other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No term, provision, covenant, agreement, undertaking, or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver is specifically set forth in writing and signed by Landlord.

30. SURRENDER AND HOLDING OVER

30.1 Tenant, upon expiration or termination of this Lease, whether by lapse of time or otherwise, agrees to peaceably surrender to Landlord the Demised Premises in broom clean condition and in good working order and repair and as required by Paragraph 10 here of. In the event Tenant shall fail to surrender the Demised Premises upon demand, Landlord, in addition to all other remedies available to it hereunder, shall have the right to receive, as liquidated damages for all the time Tenant shall so retain possession of the Demised Premises or any part or portion thereof, an amount equal to twice, i.e. two hundred percent (200%) of the minimum Annual Rent specified in Paragraph 6 of this Lease, as applied to such period.

30.2 If Tenant remains in possession of the Demised Premises with Landlord's consent but without a new lease reduced to writing and fully executed, Tenant shall be deemed to be occupying the Demised Premises as a tenant at sufferance from month to month, subject otherwise to all terms, provisions, covenants, agreements, undertakings, and condition of this Lease.

31. ADDITIONAL CONSTRUCTION

Landlord hereby reserves the right at any time and from time to time to make replacements, alterations or additions to, and to build additional partial or complete stories on the building in which the Demised Premises is contained and to build adjoining the same. Landlord also hereby reserves the right to replace or construct or to add to other buildings or improvements in the Shopping Center, and to permit others to do so, at any time and from time to time.

32. CONDEMNATION

Tenant hereby waives any claim of loss or damage to Tenant or right or claim to any part of the award as the result of the exercise of the power or eminent domain of any governmental body, whether such loss or damage results from condemnation of any portion of the Demised Premises or any portion of the parking area or of the service entrances or exits or of the Shopping Center or any part thereof. Should any power of eminent domain be exercised after Tenant is in possession, such exercise shall not void or impa

this Lease unless and until the building in which the Demised Premises is located shall be substantially demolished, and upon the happening of such event of demolition the rental herein provided shall proportionately abate. In the event of a partial taking or condemnation that shall render the Demised Premises clearly unsuitable for Tenant's business, the term of this Lease shall cease and terminate as of the date of possession being required by the condemning authority, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or otherwise.

33. LANDLORD'S LIABILITY

Notwithstanding any provision contained in this Lease or elsewhere to the contrary, Tenant agrees and acknowledges that Tenant shall look solely and only to Landlord's interest in the leasehold (or subleasehold, if applicable) estate in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease on the part of the Landlord to be performed or observed, and no other assets whatsoever of Landlord shall be subject to liability, levy, execution, or other judicial process or award for the satisfaction of Tenant's claim(s) of any kind or sort whatsoever.

34. NOTICE

Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall not be deemed to have been duly given or served unless in writing and personally delivered or forwarded by Certified Mail, Return Receipt Requested, postage prepaid, addressed to Landlord or Tenant, as the case may be, at the addresses respectively provided on the Face Page hereof. Such addresses may be changed from time to time by either party serving notices as above provided. Landlord shall always be entitled to deliver a notice to Tenant at the Demised Premises.

35. SEVERABILITY

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

36. SUCCESSORS AND ASSIGNS

All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, permitted subleases and permitted assigns of said parties, subject to the provisions of Paragraph 21; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein, and the word Tenant shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein; be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by terms of this Lease may be given by or to any one thereof, and the same shall have the same force and effect as if given by or to all thereof. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been specifically approved by Landlord in writing as set forth elsewhere herein.

37. QUIET ENJOYMENT

Upon payment by the Tenant of the rent herein provided, and upon the observance by Tenant of each of the terms, provisions, covenants, agreements, undertakings, and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Demised Premises for the term of this Lease without hindrance or interruption by Landlord, subject, nevertheless, to all of the terms, provisions, covenants, agreements, undertakings and conditions of this Lease.

38. FORCE MAJEURE

Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Landlord's absolute control which shall include, without limitations, all labor disputes, civil commotions, civil disorder, riot, civil disturbance, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations, orders, moratoriums, or controls, fire or other casualty, inability to obtain any material, services or financing or through Acts of God. Tenant shall be excused for the period of any delay in the performance of any obligations hereunder except for the payment of any and all amount due under this Lease, when prevented from doing so by cause or causes beyond Tenant's absolute control which shall include, without limitation, civil commotions, civil disorder, riot, civil disturbance, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations, orders, moratoriums or controls, fire or other casualty, or through Acts of God.

39. SCOPE AND INTERPRETATION OF THE AGREEMENT

This Lease is and shall be deemed, construed and considered to be the only agreement between the parties hereto pertaining to the Demised Premises. All negotiations and oral agreements acceptable to both parties are included herein. There are no verbal understandings not contained herein. This agreement, signed by both parties, constitutes a final written expression of all terms of this agreement and is a complete and exclusive statement of those terms, and any and all representations, promises, warranties or statements by Landlord or Landlord's agent that differ in any way from the terms of this written agreement, shall be given no force or effect. The laws of the State of Florida shall govern the validity, interpretation, performance and enforcement of this Lease. Neither this Lease nor any memorandum or synopsis hereof may be recorded, and any recording in violation hereof shall be but a nullity and shall constitute Tenant in default hereunder. The parties intend that there be no third party beneficiaries to this Lease, except for Landlord's mortgagee(s) or other lender(s).

40. MERCHANT'S ASSOCIATION

40.1 Tenant shall become a member of any Merchants Association formed by the tenants of the Shopping Center and approved by Landlord, abide by all rules and regulations established by said Merchants Association and maintain such membership. In lieu of the foregoing, Landlord may elect at any time during the term of this Lease, to provide or cause to be provided a program of advertising and promotional events in order to assist the business of the tenants in the Shopping Center and which, in Landlord's sole judgement, will serve to promote the Shopping Center. Tenant shall contribute its proportionate share to the cost of such advertising and promotional events as hereinafter provided and such contributions shall be maintained by Landlord in an account designated as a Marketing Fund. The Marketing Fund shall be used by Landlord to pay all costs and expenses associated with the formation and carrying out of an ongoing program for the promotion and advertising of the Shopping Center which program may include, without limitation, special events, shows, displays, signs, decor, seasonal events, institutional advertising for the Shopping Center, promotional and advertising literature and other activities designated to attract customers to the Shopping Center. In addition, Landlord may use the Marketing Fund to pay the salary of a marketing director and related administrative personnel, rent and insurance expenses. Upon reasonable notice, Landlord shall make available for Tenant's inspection, during normal business hours at Landlord's office, Landlord's records relating to contributions to and disbursements from the Marketing Fund.

40.2 In order to provide a representative and professional advertising program for the shopping Center, Tenant shall cooperate with the Merchants Association or with Landlord in the event of a Marketing Fund, as the case may be, in conjunction with advertising campaigns in the printed media, the quality and the scope of advertising vehicle to be determined by the Board of Directors of the Merchants Association by Landlord in the event of a Marketing Fund as the case may be. Tenant's cooperation shall be limited to furnishing advertisements which are camera ready, if available. Tenant shall furnish such advertisements prior to the deadlines established from time to time for the specific advertising campaigns. The persistent or continued failure or refusal (i.e., more than twice consecutively or more than three (3) times in any Lease year) on the part of Tenant to provide advertisements pursuant to this Paragraph, may be treated by Landlord, at its sole option, as an event of default under this Lease.

41. LANDLORD FINANCING

INTENTIONALLY OMITTED

42. CAPTIONS

Any headings preceding the text of the several paragraphs and subparagraphs hereof are inserted solely for the convenience of reference and shall not constitute a part of this Lease nor shall any of the same affect its meaning, construction or effect.

43. BUILDING STANDARDS

INTENTIONALLY OMITTED

Landlord

Witness as to Landlord:

M. Christina Chastouni

By:

[Signature]

GALLERIA OF KEY BISCAYNE, INC

Tenant:

Arnel I. Durros

Witness as to Tenant:

[Signature]

BY:

[Signature]

[Initials]

RULES AND REGULATIONS

1. Each Tenant shall keep Tenant's premises, signs, and other areas allocated for the sole use of Tenant in good, neat, and clean condition.
2. Each Tenant shall load and unload its merchandise, equipment and supplies and remove its rubbish, trash and garbage only by way of the service area and service doors designated for Tenant's use. Rubbish shall be placed in plastic bags securely tied and Tenant shall deliver such plastic bags to the area designated for such purpose and place same in the container (i.e., compactor and/or dumpster or other container) provided for such purpose. No garbage cans or trash shall be placed in or about the premises. All boxes shall be dismantled and flattened and placed in the appropriate recycle bin located next to the general waste container.
3. All deliveries are to be made to designated service or receiving areas and Tenant shall request delivery trucks to approach the service or receiving areas by designated services routes and drives.
4. Merchandise being received shall immediately be moved into Tenant's premises and not be left in the service or receiving areas
5. No sign, fixture, advertisement, notice or other lettering (collectively, "signs") shall be displayed, inscribed, painted or affixed on any door, or otherwise of any Tenant's premises without Landlord's prior written consent; if such consent is given the same shall be subject to Landlord's prior written approval as to color, size, style and materials. Landlord may remove all signs in violation of the foregoing, without notice and at the violating Tenant's expense.
6. The Building's sidewalks, entrances, passages, elevators and staircases shall not be obstructed or used other than for ingress and egress; no Tenant shall loiter thereat or permit its agents, servants, employees, licensees, invitees or contractors (collectively, "Tenant's agents") to do so
7. Tenant shall not, in or on any part of the Common Area or otherwise outside the Premises:
 - (a) Vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever,
 - (b) Exhibit any sign, placard, banner, notice or other written material except for activities as approved in writing by Landlord.
 - (c) Distribute any circular, booklet, handbill, placard, or other material, except for activities as approved in writing by Landlord.
 - (d) Solicit membership in any organization, group or association or contribution for any purpose.
 - (e) Create a nuisance.
 - (f) Throw, discard or deposit any paper, glass or extraneous matter of any kind except in designated receptacles, or create litter or hazards of any kind.
 - (g) Deface, damage or demolish any sign, light standard or fixture, landscaping materials or other improvement within the Building, or the property of customers, business invitees or employees situated within the Building.
8. Each Tenant shall keep all glass, locks, trim and other property of Landlord in good order and repair. If any of the same are damaged by any Tenant or any of the Tenants agents, customers, invitees, licensees or employees, the same shall be repaired at such Tenant's expense.
9. No Tenants use of electric current shall exceed the capacity of the Building's existing electrical facilities and no Tenant shall use any electrical equipment which in Landlord's judgment will overload such facilities or interfere with the use thereof by other Building Tenants. No cooking or heating of foods or beverages shall be permitted in any Tenants premises, without Landlord's express written permission.
10. Landlord shall direct all wiring for telegraphic and telephonic connections; without such direction no wiring or cutting therefor shall be permitted.
11. Landlord may at any time change the arrangement and/or location of any of the public parts of the Building and the Building's

name, number or designation.

12. Nothing shall be thrown out of the windows or doors of the premises of any Tenant.
13. No Tenant shall permit or carry on upon its premises any obnoxious, noisy or offensive business, nor any nuisance or auction, and no Tenant's premises shall be used as sleeping or lodging quarters.
14. Landlord and its agents may enter a Tenant's premises at any time(s) to examine the same or to make such repairs or alterations as Landlord deems necessary for the safety, cleanliness, preservation or improvement of the Building or the premises of such or any other Tenant, and during the last 90 days of the term Landlord may exhibit such premises for letting and place thereon the usual "for rent" sign.
15. Although Landlord shall have no duty to provide security measures, Landlord may (without obligation) exclude from the Building all persons whom Landlord or its agents deem undesirable or who do not exhibit satisfactory identification or offer a satisfactory explanation as to their presence in the Building.
16. Each Tenant shall cause the interior of the windows of the premises to be kept clean and in order.
17. Each Tenant shall, at its expense, and throughout the term, completely furnish and equip the premises with appropriate and suitable furnishings and equipment for the business being operated in the premises, so that the premises at all times would constitute a modern, high grade and dignified area for the business being conducted in the premises.
18. Each Tenant's use of the premises throughout the term and any extension hereof will be consistent with the character and dignity of the Building as established by the Landlord and Tenant shall at all times cooperate fully with the Landlord to preserve such character and dignity and the activities to be conducted by Tenant at the demised premises will be reputable in every respect and will not interfere with or cause discomfort or annoyance to Landlord or any other occupant of the Building, all as may be determined by the Landlord from time to time.
19. Business at the demised premises shall be conducted so as to prevent any vibrations, smoke, odors and noise from escaping the demised premises and/or entering any other parts of the Building.
20. Tenant at its expense, shall keep all plumbing and all drain and waste pipes and sewer connections, if any, serving the premises in good repair and free from obstruction to the satisfaction of Landlord and all governmental authorities having jurisdiction thereof.
21. Each Tenant shall participate in any window cleaning and exterminating program that may be established by Landlord in the Building.
22. In no event shall there be permitted in the premises (whether or not permitted by any present or future statute or case law): (a) any flashing light or lights which give the appearance of movement; (b) any amplifying device (whether from music or voice); (c) any entertainment of any nature; unless any of the foregoing is previously approved in writing by the Landlord in all respects. Tenant shall not permit or suffer the use of any advertising medium which can be heard or experienced outside of the Premises, including, without limiting the generality of the foregoing, flashing lights, searchlights, loud speakers, phonographs, radios or television. No radio, television, or other communication antenna equipment or device is to be mounted, attached, or secured to any part of the roof, exterior surface, or anywhere outside the premises, unless Landlord has previously given its written consent.
23. Tenant shall not permit or suffer merchandise of any kind at any time to be placed, exhibited or displayed outside its Premises, nor shall Tenant use the exterior sidewalks or exterior walkways of its Premises to display, store or place any merchandise. No sale of merchandise by tent sale, truckload sale or the like, shall be permitted on the parking lot or other Common Areas.
24. No showcases or other articles shall be put in front of or affixed to any part of the exterior of any building in the Building, nor placed in any of the Common Areas.
25. No Tenant shall mark, paint, drill into, or in any way deface any part of the premises, the buildings in the Building, or any of the Common Areas. No boring, cutting or stringing of wires shall be permitted except with the prior written consent of Landlord and as Landlord may direct.
26. No Tenant, nor any of Tenant's servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the premises any inflammable, combustible or explosive fluid, chemical, gas or substance.

LANDLORD MAY PROMULGATE ADDITIONAL RULES AND REGULATIONS AND MAY AMEND, MODIFY, SUBSTITUTE, DELETE, OR ADD TO THE FOREGOING RULES AND REGULATIONS AT THE SOLE DISCRETION OF THE LANDLORD AND ALL TENANTS SHALL ABIDE BY AND COMPLY WITH ALL SUCH RULES AND REGULATIONS AS SO AMENDED OR HEREAFTER PROMULGATED BY THE LANDLORD.

EXHIBIT 3

From: **Yokasta Palma** manager@galaxymarketing.co
 Subject: Report from Galleria of Key Biscayne, Inc. - CUSTOMER OPEN BALANCE AS OF 12/7/2016
 Date: December 7, 2016 at 4:59 PM
 To: ngt@bellsouth.net



Good afternoon Neil,

Attached please find Tango Grill/Lisboa Grill's statement of account showing the rental payments due.

Please note the attached statement does not reflect the late fees due for the referenced months. The tenant has been charged a 10% late fee for the base rent which is \$926.51 per month. Therefore, please include June 2016-December 2016 late fee charges totaling \$6,485.57 to the statement enclosed.

TOTAL DUE FOR CUSTOMER is \$75,881.12.

Thank you,

Yokasta Palma
 Property Manager
 Galleria of Key Biscayne, Inc.
 328 Crandon Blvd. Suite # 221-C
 Key Biscayne, FL 33149
 Ph: 305-361-0722
 Fax: 305-361-8039
 manager@galaxymarketing.co

4:23 PM
 12/07/16
 Accrual Basis

Galleria of Key Biscayne, Inc.
 Customer Open Balance
 June 1 through December 1, 2016

Type	Date	Hint	Month	Due Date	Open Balance
Tango Grill Holdings-112					
Invoice	06/01/2016	11831	June-Rent-16	06/01/2016	9,913.65
Invoice	07/01/2016	11882	July-Rent-16	07/01/2016	9,913.65
Invoice	08/01/2016	11949	August-Rent-16	08/01/2016	9,913.65
Invoice	09/01/2016	12019	September-Rent-16	09/01/2016	9,913.65
Invoice	10/01/2016	12069	October-Rent-16	10/01/2016	9,913.65
Invoice	11/01/2016	12129	November-Rent-16	11/01/2016	9,913.65
Invoice	12/01/2016	12177	December-Rent-16	12/01/2016	9,913.65
Total Tango Grill Holdings-112					69,395.55
TOTAL					69,395.55

EXHIBIT 4

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 16-CV-21301-GAYLES

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

UNDER SEAL

ARIEL QUIROS,
WILLIAM STENGER,
JAY PEAK, INC.,
Q RESORTS, INC.,
JAY PEAK HOTEL SUITES L.P.,
JAY PEAK HOTEL SUITES PHASE II L.P.,
JAY PEAK MANAGEMENT, INC.,
JAY PEAK PENTHOUSE SUITES L.P.,
JAY PEAK GP SERVICES, INC.,
JAY PEAK GOLF AND MOUNTAIN SUITES L.P.,
JAY PEAK GP SERVICES GOLF, INC.,
JAY PEAK LODGE AND TOWNHOUSES L.P.,
JAY PEAK GP SERVICES LODGE, INC.,
JAY PEAK HOTEL SUITES STATESIDE L.P.,
JAY PEAK GP SERVICES STATESIDE, INC.,
JAY PEAK BIOMEDICAL RESEARCH PARK L.P.,
AnC BIO VERMONT GP SERVICES, LLC,

Defendants, and

JAY CONSTRUCTION MANAGEMENT, INC.,
GSI OF DADE COUNTY, INC.,
NORTH EAST CONTRACT SERVICES, INC.,
Q BURKE MOUNTAIN RESORT, LLC,

Relief Defendants.

ORDER GRANTING PLAINTIFF SECURITIES AND EXCHANGE COMMISSION'S
MOTION FOR TEMPORARY RESTRAINING ORDER, ASSET FREEZE, AND
OTHER EMERGENCY RELIEF

This cause comes before the Court upon the Emergency Motion by Plaintiff Securities and Exchange Commission for the following orders with respect to Defendants Ariel Quiros, William Stenger, Jay Peak, Inc., Q Resorts, Inc., Jay Peak Hotel Suites Stateside, L.P. (“Stateside Phase VI”), Jay Peak GP Services Stateside, Inc. (“Jay Peak GP Services Stateside”), Jay Peak Biomedical Research Park L.P. (“Biomedical Phase VII”), and AnC Bio Vermont GP Services, LLC (“AnC Bio Vermont GP Services”), and Relief Defendants Jay Construction Management, Inc. (“JCM”), GSI of Dade County, Inc. (“GSI”), North East Contract Services, Inc. (“Northeast”), and Q Burke Mountain Resort, LLC (“Q Burke”) (collectively, “Relief Defendants”):

(1) A Temporary Restraining Order against Defendants Quiros, Stenger, Jay Peak, Q Resorts, Stateside Phase VI, Jay Peak GP Services Stateside, Biomedical Phase VII, and AnC Bio Vermont GP Services to prevent: (a) them from further violating Section 17(a) of the Securities Act of 1933 (“Securities Act”) and Section 10(b) and Rule 10b-5 of the Securities Exchange Act of 1934 (“Exchange Act”), and (b) Quiros from further violating Section 20(a) of the Exchange Act as a control person;

(2) A temporary conduct-based injunction against Quiros and Stenger prohibiting them from participating in any EB-5 offering or sale, and from holding management positions or controlling any enterprise that has issued or is issuing EB-5 securities;

(3) An Order Freezing the Assets of Defendants Quiros, Q Resorts, Stateside Phase VI, Jay Peak GP Services Stateside, Biomedical Phase VII, AnC Bio Vermont GP Services, and Relief Defendants JCM, GSI, Northeast, and Q Burke;

(4) an Order Prohibiting Destruction of Documents against Defendants Quiros, Stenger, Jay Peak, Q Resorts, Stateside Phase VI, Jay Peak GP Services Stateside, Biomedical Phase VII,

and AnC Bio Vermont GP Services and Relief Defendants JCM, GSI, Northeast, and Q Burke;
and

(5) An Order to Show Cause: why a preliminary injunction should not be granted against Defendants Quiros, Stenger, Jay Peak, Q Resorts, Stateside Phase VI, Jay Peak GP Services Stateside, Biomedical Phase VII, and AnC Bio Vermont GP Services prevent them from further violating Section 17(a) of the Securities Act and Section 10(b) and Rule 10b-5 of the Exchange Act and Quiros from further violating Section 20(a) of the Exchange Act as a control person; why a preliminary conduct-based injunction against Quiros and Stenger should not be granted; why the asset freeze should not be continued against Defendants Quiros, Stenger, Jay Peak, Q Resorts, Stateside Phase VI, Jay Peak GP Services Stateside, Biomedical Phase VII, and AnC Bio Vermont GP Services, and Relief Defendants JCM, GSI, Northeast, and Q Burke; and why the order against destruction of records against Defendants Quiros, Stenger, Jay Peak, Q Resorts, Stateside Phase VI, Jay Peak GP Services Stateside, Biomedical Phase VII, and AnC Bio Vermont GP Services and the Relief Defendants should not continue.

The Court has considered the Commission's Complaint, its Emergency Motion for a Temporary Restraining Order, Asset Freeze, and Other Relief and Memorandum of Law in Support, and the declarations and exhibits filed in support thereof. The Court finds the Commission has made a sufficient and proper showing in support of the relief granted herein by: (i) presenting a *prima facie* case of securities laws violations by the Defendants; and (ii) showing a reasonable likelihood Defendants Quiros, Stenger, Jay Peak, Q Resorts, Stateside Phase VI, GP Stateside Phase VI, Biomedical Phase VII, and GP Biomedical Phase VII will harm the investing public by continuing to violate the federal securities laws unless they are immediately restrained. The Court also finds good cause to believe that unless immediately restrained and enjoined by

Order of this Court, Defendants Quiros, Stenger, Jay Peak, Q Resorts, Stateside Phase VI, GP Stateside Phase VI, Biomedical Phase VII, and GP Biomedical Phase VII and all of the Relief Defendants will continue to dissipate, conceal or transfer from the jurisdiction of this Court assets, which could be subject to an Order of Disgorgement.

Accordingly, the motion is **GRANTED**, and the Court hereby orders as follows:

I.

SHOW CAUSE HEARING

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendants Quiros, Stenger, Jay Peak, Q Resorts, Stateside Phase VI, Jay Peak GP Services Stateside, Biomedical Phase VII, and AnC Bio Vermont GP Services and Relief Defendants show cause, if any, before the Honorable Darrin Gayles of this Court, at 9:30 a.m., on the 25th day of April, 2016, in Courtroom 11-1, Wilkie D. Ferguson United States Courthouse, 400 North Miami Avenue, Miami, Florida, or as soon thereafter as the matter can be heard, why a Preliminary Injunction pursuant to Rule 65 of the Federal Rules of Civil Procedure should not be granted against the Defendants and Relief Defendants, as requested by the Commission.

II.

TEMPORARY RESTRAINING ORDER

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that, pending determination of the Commission's request for a Preliminary Injunction:

A. Section 17(a) of the Securities Act

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendants Quiros, Stenger, Jay Peak, Q Resorts, Stateside Phase VI, GP Stateside Phase VI, Biomedical Phase VII, and GP Biomedical Phase VII are restrained and enjoined from violating Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)] in the offer or sale of any security by the use of

any means or instruments of transportation or communication in interstate commerce or by use of the mails, directly or indirectly:

- (1) to employ any device, scheme, or artifice to defraud;
- (2) to obtain money or property by means of any untrue statement of a material fact or any omission of a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; or
- (3) to engage in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon the purchaser;

by, directly or indirectly (i) creating a false appearance or otherwise deceiving any person, or (ii) disseminating false or misleading documents, materials, or information or making, either orally or in writing, any false or misleading statement in any communication with any investor or prospective investor; about: (A) any investment in or offering of securities, (B) the registration status of such offering or of such securities, (C) the prospects for success of any product or company, (D) the use of investor funds, or (E) the misappropriation of investor funds or investment proceeds.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as provided in Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraph also binds the following who receive actual notice of this Temporary Restraining Order by personal service or otherwise: (a) any of the above Defendants' officers, agents, servants, employees, and attorneys; and (b) other persons in active concert or participation with any of the above Defendants or with anyone described in (a).

B. Section 10(b) and Rule 10b-5 of the Exchange Act

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendants Quiros, Stenger, Jay Peak, Q Resorts, Stateside Phase VI, GP Stateside Phase VI, Biomedical Phase VII, and GP Biomedical Phase VII are restrained and enjoined from violating, directly or indirectly, Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- (c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person;

by (i) creating a false appearance or otherwise deceiving any person, or (ii) disseminating false or misleading documents, materials, or information or making, either orally or in writing, any false or misleading statement in any communication with any investor or prospective investor, about: (A) any investment in or offering of securities, (B) the registration status of such offering or of such securities, (C) the prospects for success of any product or company, (D) the use of investor funds, or (E) the misappropriation of investor funds or investment proceeds.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as provided in Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraph also binds the following who receive actual notice of this Temporary Restraining Order by personal service or otherwise: (a)

any of the above Defendants' officers, agents, servants, employees, and attorneys; and (b) other persons in active concert or participation with any of the above Defendants or with anyone described in (a).

C. Control Person Liability as to Quiros

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant Quiros is restrained and enjoined from directly or indirectly, unless he acts in good faith and does not directly or indirectly induce the act or acts constituting the violation, controlling any person who violates Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- (c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person;

by (i) creating a false appearance or otherwise deceiving any person, or (ii) disseminating false or misleading documents, materials, or information or making, either orally or in writing, any false or misleading statement in any communication with any investor or prospective investor, about: (A) any investment in or offering of securities, (B) the registration status of such offering or of such securities, (C) the prospects for success of any product or company, (D) the use of investor funds, or (E) the misappropriation of investor funds or investment proceeds.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as provided in Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraphs also binds the following who receive actual notice of this Temporary Restraining Order by personal service or otherwise: (a) any of Defendant Quiros' officers, agents, servants, employees, and attorneys; and (b) other persons in active concert or participation with Defendant Quiros or with anyone described in (a).

III.

ASSET FREEZE

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that, pending determination of the Commission's request for a Preliminary Injunction:

- A. Defendants Quiros, Q Resorts, Stateside Phase VI, GP Stateside Phase VI, Biomedical Phase VII, and GP Biomedical Phase VII and Relief Defendants JCM, GSI, NECS, and Q Burke Resort, and their respective directors, officers, agents, servants, employees, attorneys, depositories, banks, and those persons in active concert or participation with any one or more of them, and each of them, who receive notice of this order by personal service, mail, email, facsimile transmission or otherwise, be and hereby are, restrained from, directly or indirectly, transferring, setting off, receiving, changing, selling, pledging, assigning, liquidating or otherwise disposing of, or withdrawing any assets or property, including but not limited to cash, free credit balances, fully paid for securities, personal property, real property, and/or property pledged or hypothecated as collateral for loans, or charging upon or drawing from any lines of credit, owned by, controlled by, or in the possession of, whether jointly or singly, and wherever located; and

B. Any financial or brokerage institution or other person or entity holding any such funds or other assets, in the name, for the benefit or under the control of Defendant Quiros, Q Resorts, Stateside Phase VI, GP Stateside Phase VI, Biomedical Phase VII, or GP Biomedical Phase VII or Relief Defendants JCM, GSI, NECS, or Q Burke Resort, directly or indirectly, held jointly or singly, and wherever located, and which receives actual notice of this order by personal service, mail, email, facsimile, or otherwise, shall hold and retain within its control and prohibit the withdrawal, removal, transfer, disposition, pledge, encumbrance, assignment, set off, sale, liquidation, dissipation, concealment, or other disposal of any such funds or other assets, including, but not limited to, the following accounts:

1. People's United Bank:

- Anc Bio Vermont GP Service LLC, account ending 6758 at People's United Bank, N.A
- Anc Bio VT LLC, account ending 6756 at People's United Bank, N.A
- Anc Bio VT LLC, account ending 6757 at People's United Bank, N.A
- Jay Peak Resort - Biomedical Research/Escrow, account ending 9901 at People's United Bank, N.A
- Jay Peak Biomedical Research Park, account ending 6739 at People's United Bank, N.A
- Jay Peak – Stateside Suites - Escrow, account ending 9737 at People's United Bank, N.A
- Jay Peak Hotel Suites Stateside LP, account ending 6129 at People's United Bank, N.A
- Jay Peak Inc., account ending 1752 at People's United Bank, N.A
- Jay Peak Inc., account ending 1736 at People's United Bank, N.A
- Northeast Contract Services LLC, account ending 0221 at People's United Bank, N.A
- Northeast Contract Services LLC, account ending 3588 at People's United Bank, N.A

- Q Burke Mountain Resort, LLC, account ending 4113 at People's United Bank, N.A

2. Merrill Lynch

- Ariel Quiros and Okcha Quiros JTWROS, account ending 8786 at Merrill Lynch, Bank of America Corporation
- Ariel Quiros and Okcha Quiros JTWROS, account ending 8787 at Merrill Lynch, Bank of America Corporation
- Ariel Quiros and Okcha Quiros JTWROS, account ending 8788 at Merrill Lynch, Bank of America Corporation
- GSI of Dade County, Inc., account ending 3533 at Merrill Lynch, Bank of America Corporation
- Jay Construction Management, Inc., account ending 3534 at Merrill Lynch, Bank of America Corporation
- Jay Peak Biomedical Research Park LP ANC VIO VT GP account ending 2404 at Merrill Lynch, Bank of America Corporation
- Q Resorts, Inc., account ending 3529 at Merrill Lynch, Bank of America Corporation

3. Citibank

- Ariel Quiros, GSI of Dade County, Inc., account ending 2336 at Citibank, N.A.
- Ariel Quiros & Okcha Quiros, NY Expense Acct., GSI of Dade County, Inc., account ending 3359 at Citibank, N.A.
- Ariel Quiros & Okcha Quiros, GSI of Dade County, Inc., account ending 3362 at Citibank, N.A.
- Citibank as secured party for Jay Construction Management, account ending 9424 at Citibank, N.A.
- GSI of Dade County, Inc., account ending 5932 at Citibank, N.A.
- Jay Construction Management, Inc., account ending 4166 at Citibank, N.A.
- Jay Peak Biomedical Research Park L.P., account ending 4153 at Citibank, N.A.

- Q Burke Mountain Resort, LP, account ending 1452 at Citibank, N.A.
- Q Resorts, Inc., account ending 5314 at Citibank, N.A.
- 4. **Pershing**
 - Citibank as secured party for Jay Construction Management, account ending 9424 at Pershing LLC
- 5. **HSBC**
 - Jay Construction Management, Inc., account ending 853-1 at HSBC
- 6. **Raymond James**
 - Q Resorts, Inc. account ending in 4772 at Raymond James & Associates

IV.

RECORDS PRESERVATION

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that, pending determination of the Commission's request for a Preliminary Injunction, Defendants Quiros, Stenger, Jay Peak, Q Resorts, Stateside Phase VI, GP Stateside Phase VI, Biomedical Phase VII, and GP Biomedical Phase VII and all of the Relief Defendants, any of their directors, officers, agents, servants, employees, attorneys, depositories, banks, and those persons in active concert or participation with any one or more of them, and each of them, be and they hereby are restrained and enjoined from, directly or indirectly, destroying, mutilating, concealing, altering, disposing of, or otherwise rendering illegible in any manner, any of the books, records, documents, correspondence, brochures, manuals, papers, ledgers, accounts, statements, obligations, files and other property of or pertaining to any of the Defendants or Relief Defendants, wherever located and in whatever form, electronic or otherwise, until further Order of this Court.

V.

CONDUCT BASED RESTRAINING ORDER

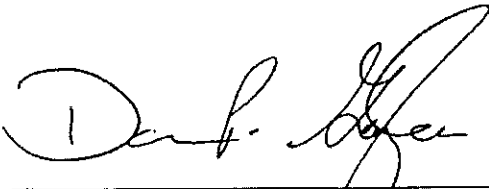
IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that, pending determination of the Commission's request for a Preliminary Injunction, pursuant to Section 21(d)(5) of the Exchange Act, Section 305(b)(5) of the Sarbanes-Oxley Act of 2002, and the Court's equitable powers, both Quiros and Stenger are prohibited from, directly or indirectly, including through any entity they own or control: (a) participating in the issuance, offer or sale of any securities issued through the EB-5 Immigrant Investor Program (provided, however, that such injunction would not prevent them from purchasing or selling securities for their own accounts); and (b) are prohibited from participating in the management, administration, or supervision of, or otherwise exercising any control over, any commercial enterprise or project that has issued or is issuing any securities through the EB-5 Immigrant Investor program.

VI.

RETENTION OF JURISDICTION

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction over this matter and Defendants Quiros, Stenger, Jay Peak, Q Resorts, Stateside Phase VI, Jay Peak GP Services Stateside, Biomedical Phase VII, and AnC Bio Vermont GP Services and Relief Defendants in order to implement and carry out the terms of all Orders and Decrees that may be entered and/or to entertain any suitable application or motion for additional relief within the jurisdiction of this Court, and will order other relief that this Court deems appropriate under the circumstances.

DONE AND ORDERED in Chambers at Miami, Florida, at 5:05 p.m. this 12th day of April, 2016.



DARRIN P. GAYLES
UNITED STATES DISTRICT JUDGE

EXHIBIT 5

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.16-CV-21301-GAYLES

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

Vs.

ARIEL QUIROS, *et al.*,

Defendants.

AFFIDAVIT OF YOKASTA PALMA

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

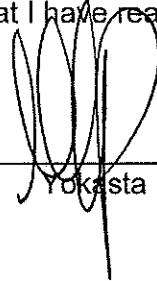
Yokasta Palma who, upon being duly sworn and cautioned, deposes and states as follows:

1. I am employed by Galleria of Key Biscayne, Inc. as the Property Manager.
2. Ariel Quiros has closed his business/ the premises on or about May 2016, formerly known as Tango Grill, currently known as the Lisboa Grill, located at 328 Crandon Boulevard, Suite 112, Key Biscayne, Florida, 33149.
3. Mr. Quiros' right to possess the premises was conditioned upon a lease he executed on March 18, 2011 with the Galleria of Key Biscayne, Inc.
4. On multiple occasions since closing the restaurant, in my conversations with Mr. Quiros relative to the premises, he acknowledged (as

recently as January of 2017) and agreed that the landlord could, and should, retake possession of the premises pursuant to the lease.

Further Affiant sayeth not.

Under penalties of perjury, I declare that I have read the above and that the facts stated herein are true and correct.

A handwritten signature in black ink, appearing to read 'Yokasta Palma', is written over a horizontal line. The signature is stylized with large loops and a long vertical stroke extending downwards.

Yokasta Palma