

#20

LEASE

11-2-64 6 PM 6:13

WHEREAS, SOLAR is the Lessee under that certain Lease

WHEREAS, party of the second part is desirous of sub-
leasing from party of the first part, a portion of said property, upon the
terms and conditions hereinafter set forth,

408 515-1151

Post Office Building
 201 EAST LAMAR BLVD., P. O. BOX 100
 FORT LAUDERDALE, FLORIDA 33402



4-30872-2-8

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The terms, conditions and covenants of this Lease are as follows:

1. Term.

This Lease shall commence on the 1st day of Sept., 1973, and shall continue until midnight of September 30, 2056.

2. Possession.

Possession of the lease premises shall be delivered to Lessee on the beginning date of this Lease.

3. Title.

The Lessors covenant that they have lawful title to said premises, free and clear of all liens, mortgages and encumbrances, and have full authority to make this Lease on the terms herein set forth.

4. Rental.

Lessee hereby covenants with Lessor to pay to Lessor, at such place as Lessor shall, from time to time, designate in writing, the following rent for the use of the leased premises:

Twenty Thousand Dollars (\$20,000.00) per year, due and payable in advance on September 1 of each year during the term of this Lease, providing that the rent to be paid on September 1, 2056 shall be for only the balance of the term of the Lease, and shall be One Thousand Six Hundred and Sixty-seven Dollars (\$1,667.00).

The annual rental shall be paid as follows: one check shall be in the amount due and payable under the prime Lease, and shall be made payable jointly to Lessor and the holder of the prime Lease; a second check in an amount equal to the difference between Twenty Thousand Dollars (\$20,000.00) and the check made payable jointly to SOLAR and the holder of the prime Lease, shall be made payable solely to SOLAR.

Receipt is hereby acknowledged of the sum of Twenty Thousand Dollars (\$20,000.00) as rental for the first year of this Lease term. It is the intention of the parties herein that the rental provided to be paid shall be a net rental to the Lessor, and that the Lessee shall pay all taxes, insurance and

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other expenses of the property. However, in no event shall the term "net rental" be deemed to imply or provide that the Lessee shall be responsible for any income, estate or other similar taxes chargeable to the Lessor individually.

5. Improvements.

Lessee agrees that any improvements constructed by it on said premises shall conform to the building code and zoning regulations of the Town of Lauderdale-By-The-Sea, Florida.

6. Insurance.

Subject to the rights of any mortgagee, as hereinafter provided, the Lessee agrees to maintain, at its expense, at all times during the term of this Lease, fire and extended coverage insurance upon the leased premises in an amount equal to at least eighty per cent (80%) of the insurable value of any improvements placed thereon. Such policies shall be so drawn and contain such provisions as will protect both the Lessors and the Lessee, as their respective interests may appear, in addition to protecting any mortgagee under the provisions of this Lease. Except as otherwise required by any such mortgagee, all policies of insurance, or certificates thereof, shall be delivered to the Lessors herein, and shall be renewed from time to time by the Lessee so that, at all times, the insurance protection herein provided shall continuously exist. In the event of loss, and subject to the rights of the mortgagee, the proceeds collected from such insurance and available to the parties hereto, shall be paid over to a national bank in Broward County, Florida, as Trustee, or to such other trustee as the parties hereto may, from time to time, designate in writing. All of such amounts shall be available to the Lessee for the reconstruction or repair, as the case may be, of any building or improvement damaged or destroyed by fire or other casualty, and shall be paid out by said Trustee, from time to time, as the work of reconstruction or repair shall progress. Any amount remaining in the hands of the Trustee after the repair or reconstruction of any such building or improvement, shall be paid by the Trustee to the Lessee.

Lessee will also maintain, at its cost, during the term of this Lease, 'Owners', Landlords' and Tenants' Public Liability Insurance, with limits of not less than \$100,000.00 coverage for one person and not less than \$300,000.00 coverage for any one accident.

7. Maintenance and Repair.

Lessee agrees to keep and maintain any buildings and improvements which may, at any time, be situated on the demised premises, in good condition and repair during the term of this Lease.

8. Taxes.

Lessee shall, during the remainder of this Lease, pay all taxes and assessments, penalties and charges which may hereafter be levied, assessed or imposed upon the demised premises.

In the event Lessee shall, in good faith, desire to contest the validity of any taxes, assessments or other charges covered by this portion of this Lease, it shall have the right to do so.

9. Utility Charges.

Lessee covenants and agrees to pay all utility charges, including gas, water and electricity, used on or about the premises.

10. Compliance With Regulations of Public Bodies.

The Lessee covenants and agrees that it will, at its expense, make such improvements, perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over said premises, in order to comply with sanitary requirements, fire hazard requirements, zoning, setbacks and other similar requirements.

11. Lawful Use of the Premises.

Lessee further covenants and agrees that said premises, and any improvements hereafter constructed thereon, shall be used only for lawful purposes, and that Lessee will not use said premises for any purpose in violation of the laws of the United States, the State of Florida, or any subdivision thereof.

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12. Inspection of Premises.

Lessor, or their authorized agents, at all reasonable times, shall have access to said premises for the purpose of examining or inspecting the condition thereof, provided that Lessors shall not abuse this privilege or harass the Lessee.

13. Liens Created by Lessee.

Lessee agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Lessors' interest in and to the land covered by this Lease, and that no person shall ever be entitled to any lien, directly or indirectly, derived through or under it, or on account of any act or remission of said Lessee, which lien shall be superior to the title of the Lessors to the demised premises. All persons contracting with the Lessee, or furnishing material to the Lessee, shall be bound by this provision of this Lease. The mere fact of the existence of a mechanic's or materialman's lien, however, shall not, of itself, operate as a ground for termination of this Lease provided that, within ninety (90) days after receipt by it of written notice of lien from the lienor, or within ninety (90) days from notification in writing to the Lessee from the Lessors of the existence of a lien, the Lessee shall cause the same to be cancelled and extinguished or the premises released therefrom, and proper evidence thereof be furnished the Lessors and recorded of record.

14. Default.

If the Lessee shall fail to keep and perform any of the covenants, conditions and agreements herein provided to be performed by the Lessee, and such default shall continue for a period of sixty (60) days from the date of the Lessors giving to the Lessee written notice of the existence of such default, then Lessors shall have the right, at the expiration of such sixty (60) day period, at their option, to declare this Lease ended and without further force and effect. Thereupon, the Lessors are authorized to re-enter and repossess the leased premises, together with all improvements thereon, and the Lessee does, in such event, hereby agree to

[REDACTED]

surrender and deliver up the leased premises and property peaceably to the said Lessors. In addition to the above remedies, Lessor shall have the right to pursue any of the several remedies available to Lessors under the laws of the State of Florida.

15. Non-Waiver.

The waiver of any breach of any covenant, condition or stipulation herein contained shall not be taken to be a waiver of any subsequent breach of the same, or any other covenant, condition or stipulation, and the acceptance of rent during any period in which the Lessee may be in default shall not be deemed to be a waiver of such default.

16. Notice.

Notices, demands and communications hereunder to the Lessee, or to the Lessors, shall be served, or given by United States Registered Mail, return receipt requested, and if intended for the Lessee, the same shall be addressed to the Lessee at P. O. Box 444

HARRISBURG, ILLINOIS 62946

and if intended for the Lessors, the same shall be addressed to Lessors at 842 N. W. 7th Terrace, Fort Lauderdale, Florida 33011

in writing, or to such other addresses as are hereafter designated by either party, or their successors in interest, sent by United States Registered Mail, as aforesaid, to such designated addresses.

17. Demolishing and Reconstruction of Premises.

After improvements have been placed upon the premises, as hereinabove set forth, then at subsequent times during the term of this Lease, the Lessee may, at its option, demolish, alter or further improve the improvements on the premises; provided, however, that the Lessors are given notice in writing of Lessee's intention to do so, and provided that the improvements so altered or demolished shall be replaced with improvements of equal or greater value, and provided further that appropriate steps are taken by Lessee to assure that the necessary funds are available for the completion of the new improvements to be placed upon the premises and to pay for such new improvements in full.

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18. Bankruptcy of Lessee.

Should the Lessee, at any time during the term of this Lease, institute an arrangement proceeding under the Bankruptcy Act, make any assignment for the benefit of its creditors, or be adjudicated a bankrupt, or should the Lessee's interest under this Lease be assigned by operation of law, or should a receiver or trustee be appointed for the Lessee's property because of the Lessee's insolvency, and said appointment is not vacated within three (3) months thereafter, then the Lessors shall have the immediate right, at their sole election, to terminate this Lease, and the interest of the Lessee therein shall be extinguished.

19. Indemnification.

The Lessee shall indemnify and save harmless the Lessors from and against any and all claims, suits, actions, damages and/or causes of action arising in, or in connection with, this Lease, for the duration of the term, for any personal injury, loss of life and/or damage to property sustained in or about the demised premises, or the buildings or improvements thereon, or the appurtenances thereto, or upon the adjacent sidewalks or streets, and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claims, the investigation thereof, or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein.

20. Assignment and Sub-Leasing.

This Lease shall be fully and freely assignable by Lessee at any time during the term hereof without the consent of Lessor, provided, however, that should Lessee desire to assign or sub-lease and also wish to be released from any further liability to Lessor under this Lease, then such assignment must be consented to in writing by Lessor. Lessor will not unreasonably withhold approval of such assignment, but Lessor will require the assignee to assume each and every of the several terms and conditions of this Lease and to agree to carry out such terms and conditions and will require that the assignee be at least as financially responsible as is the present Lessee.

HE515 10412

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21. Notice of Default.

Inasmuch as this is a sub-lease by SOLAR GROVES, INC. to WILLARD G. FRANKS and JAMES^{N.} WALKER, under the Lease recorded in Official Records 1020, at pages 302 through 311, of the Public Records of Broward County, Florida, SOLAR GROVES, INC., as Lessor hereunder, agrees that it shall give notice in writing to Lessee of any default by it under the terms and provisions of said prime Lease. A default by SOLAR under the provisions of the prime Lease shall constitute a default under this sub-lease with Lessee.

22. Binding Upon Successors, Etc.

This Lease shall be binding upon the Lessor and the Lessee, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Witnesses:

Lessor:
SOLAR GROVES, INC.

Robert A. Stansbury
Hayden Golden

By:

William G. Franks
President

Attest:

William G. Lee
Secretary



Lessee:

Willard G. Franks
James N. Walker

Willard G. Franks *(SEAL)
Willard G. Franks

Hayden Golden
William G. Lee

James N. Walker *(SEAL)
James N. Walker
N.

4-30892-2-2



115515 REC 413

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized and acting, personally appeared WILLIAM J. LEE, JR. and SATTENIG K. LEE, President and Secretary, respectively, of SOLAR GROVES, INC., a Florida corporation, to me known to be the persons described in, and who executed, the foregoing Lease, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein expressed, and that they affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in said county and state, this 1st day of September, 1973.

My commission expires: 6/22/77

Hazel M. Golden
Notary Public

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized and acting, personally appeared WILLARD G. FRANKS and N. JAMES WALKER, to me well known and known to me to be the individuals described in, and who executed, the foregoing Lease, and they acknowledged to and before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in said county and state, this 1st day of September, 1973.

My commission expires:
12 15 75

[Signature]
Notary Public

RECORDED IN THE OFFICIAL RECORDS ROOM
OF BROWARD COUNTY, FLORIDA
E. M. STROBEL
COUNTY COMPTROLLER

115515 REC 414

-8-

4-30892-2-8

75- 35953 ASSIGNMENT OF LEASE

JAMES WALKER also known as JAMES N. WALKER, joined by his wife,
ELLEN WALKER, as Assignors, for and in consideration of the sum of
\$10.00 and other valuable consideration do hereby transfer and assign
all of their right, title and interest in and to that certain Lease
dated September 1, 1973 and recorded in Official Records Book 5515,
at Page 406 of the Public Records of Broward County, Florida, between
SOLAR GROVES INC., a Florida corporation, as Lessor and JAMES WALKER
also known as JAMES N. WALKER and WILLARD G. FRANKS, as Lessees to
WILLARD G. FRANKS.

Said Lease covers Lots 9, 10, 22, 23 and 24 of Block 10 of
LAUDERDALE BY THE SEA, according to the Plat thereof, recorded
in Plat Book 6, at Page 2 of the Public Records of Broward County,
Florida.

This assignment replaces an assignment dated January 2, 1974
which has been lost or misplaced.

Witness the execution hereof this _____ day of September,
1974.

Charles E. Sanders
William B. O'Brien
Charles E. Sanders
William B. O'Brien

James Walker
James Walker aka James N. Walker
Ellen Walker
Ellen Walker

STATE OF ILLINOIS)
COUNTY OF SALINE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized
in the State aforesaid and in the County aforesaid, to take acknowledgments, per-
sonally appeared JAMES WALKER also known as JAMES N. WALKER and ELLEN WALKER,
his wife, to me known to be the persons described in and who executed the fore-
going Assignment of Lease and they acknowledged before me that they executed
the same.

WITNESS my hand and official seal in the County and State last aforesaid
this 23rd day of September, 1974.

Paul J. Williams
Notary Public

My Commission Expires:
October 3, 1975

75 SEP 3 PM 2:33

DEF. 6124 Page 240

This instrument prepared by
JAMES H. McCAUGHY & COMPANY
ATTORNEYS AT LAW
200 WEST FEDERAL AVENUE
FORT LAUDERDALE, FLORIDA

ASSUMPTION OF LESSEE'S COVENANTS

WILLARD G. FRANKS, the Assignee herein, hereby joins in the execution of this Assignment of Lease for the purpose of assuming and agreeing to perform each and every one of the Lessee's covenants under the Lease hereby assigned.


WITNESSES:
George Ove Pearson
Martha Pearson
Willard G. Franks
WILLARD G. FRANKS

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments personally appeared WILLARD G. FRANKS to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the county and state last aforesaid this 18 day of September 1974.

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 17, 1978
BONDED THRU CENTRAL GUARANTEE UNDERWRITERS

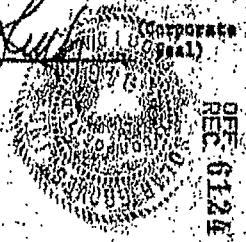
Mark M. Baker
Notary Public


CONSENT TO ASSIGNMENT AND RELEASE OF LESSEE

SOLAR GROVES INC., the Lessor under the Lease described herein, in consideration of the assumption of Lessee's covenants by WILLARD G. FRANKS hereby consents to said assignment and hereby releases the said JAMES H. WALKER from any further liability to Lessor under said Lease.

WITNESSES:
Edith R. Ruff
Robert S. Bailey
SOLAR GROVES INC.
BY William J. Smith (Corporate Seal)

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
R. R. KAUTH
COUNTY ADMINISTRATOR



REF 6124 PAGE 241

75- 35954 ASSIGNMENT OF LEASE

WILLARD G. FRANKS, joined by his wife, ELIZABETH JANE FRANKS,
as Assignors, for and in consideration of the sum of \$10.00 and
other valuable consideration do hereby transfer and assign all of
their right, title and interest in and to that certain Lease dated
September 1, 1973 and recorded in Official Records Book 5515, at
Page 406 of the Public Records of Broward County, Florida, between
SOLAR GROVES, INC., a Florida corporation, as Lessor and
JAMES WALKER also known as JAMES N. WALKER and WILLARD G. FRANKS,
as Lessees to SARA-SEA, a Florida Partnership.

Said Lease covers Lots 9, 10, 22, 23 and 24 of Block 10
of LAUDERDALE BY THE SEA, according to the Plat thereof, re-
corded in Plat Book 6, at Page 2 of the Public Records of
Broward County, Florida.

Witness the execution hereof this 18th day of
September, 1974.

George J. Pearson
Martha Pearson

Willard G. Franks
WILLARD G. FRANKS

George J. Pearson
Martha Pearson

Elizabeth Jane Franks
ELIZABETH JANE FRANKS

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer
duly authorized in the State aforesaid and in the County aforesaid,
to take acknowledgments, personally appeared WILLARD G. FRANKS and
ELIZABETH JANE FRANKS, his wife, to me known to be the persons de-
scribed in and who executed the foregoing Assignment of Lease and
they acknowledged before me that they executed the same.

WITNESS my hand and seal in the County and State last aforesaid
this 18 day of September, 1974.

Mark M. [Signature]
Notary Public

My Commission Expires [Date]
NOTARY PUBLIC STATE OF FLORIDA AT LARGE IN [State]
MY COMMISSION EXPIRES FEB. 11, 1975
BONDED THRU CENTRAL INSURANCE UNDERWRITERS

REC. 6124 PAGE 242

ASSUMPTION OF LESSEE'S COVENANTS

SARA-SEA, a Florida Partnership, the Assignee herein, and MARCO J. MILOBAR, WILLARD G. FRANKS and ROZOMO, INC., a Florida Corporation, being all of the partners of SARA-SEA, in consideration of the Assignment by WILLARD G. FRANKS and ELIZABETH JANE FRANKS, his wife, of all of their right, title and interest in and to the Lease recorded in Official Records Book 5515, at page 486, of the Public Records of Broward County, Florida, and in consideration of the benefits inuring to each individual partner by reason of such Assignment, do hereby execute this Assumption of Lessee's Covenants and, by such execution, assume and agree to perform each and every of the Lessee's covenants under the above referenced Lease as assigned, each agreeing to be bound jointly and severally thereunder in the same manner and to the same degree as though each individually had executed said Lease as an independent Lessee.

Witnesses:

Wm. J. Schaefer
John H. Manning

Wm. J. Schaefer
John H. Manning

Robert A. Morris
Jennifer J. Conley

SARA-SEA, a Florida Partnership
Marco J. Milobar (SEAL)
Marco J. Milobar, individually and
as a Partner

Willard G. Franks (SEAL)
Willard G. Franks, individually and
as a Partner

ROZOMO, INC., a Florida Corporation,
severally and as a Partner

By: Edward F. Fraderking
Edward Fraderking, Secretary
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared MARCO J. MILOBAR, WILLARD G. FRANKS and EDWARD FRADERKING, Secretary of ROZOMO, INC., a Florida Corporation, to be known to be the persons described in, and who executed, the foregoing instrument and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein stated,

WITNESS my hand and official seal in the County and State aforesaid,

This 15 day of October, 1974.

My Commission Expires:
March 25, 1976

Edward F. Fraderking
Notary Public

REC-6124 PAGE 243

CONSENT TO ASSIGNMENT AND RELEASE OF LESSOR

SOLAR GROVES, INC., the Lessor under the Lease described here-
in, in consideration of the assumption of Lessee's covenants by SARA-SEA, a
Florida Partnership, hereby consents to said assignment and hereby releases
the said JAMES N. WALKER from any further liability to Lessor under said
Lease.

Witnesses:

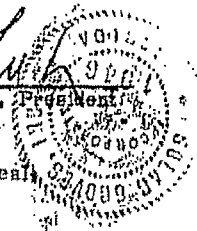
[Signature]
[Signature]

SOLAR GROVES, INC.

By: [Signature]
William J. Lee, Jr., President

(Corporate Seal)

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
R. R. KAUTH
COUNTY ADMINISTRATOR



Subject to Confidentiality Agreement

OFF. REC. 6124 PAGE 244

75- 99317 AMENDMENT TO LEASE

This Agreement made and entered into by and between Solar Groves, Inc., a Florida corporation and Sara-Sea, a Florida partnership;

W I T N E S S E T H:

WHEREAS, Solar Groves sublet the following described property as lessors to Willard G. Franks and James N. Walker:

Lots 9, 10, 22, 23 and 24 of Block 10, of LAUDERDALE BY THE SEA, according to the Plat thereof, recorded in Plat Book 6, Page 2 of the Public Records of Broward County, Florida

by Lease Agreement dated September 1, 1973 recorded in Official Records Book 5515, Page 406, of the Public Records of Broward County, Florida, and;

WHEREAS, Franks and Walker assigned their interest as lessees in said sublease to Sara-Sea, a Florida partnership, and

WHEREAS, the present parties desire to amend the aforesaid sublease;

NOW, THEREFORE, in consideration of their mutual agreement the parties hereto agree that the aforesaid sublease will be and it is hereby amended by the addition of the following provision:

In the event of any default hereunder by the lessee, its successors or assigns, lessors will not terminate said lease until after they have given notice of said default to any institutional mortgagee holding a mortgage on said leasehold or any part thereof. If said default is curable by the payment of money, the mortgagee shall have sixty (60) days after notice in which to cure said default. If said default cannot be cured by the payment of money, the said mortgagee shall have sixty (60) days after notice within which to cure said default or to notify lessors of its intent in writing to undertake to perform all of the covenants in said lease capable of being performed by mortgagee, and the time for curing said default will be extended beyond the sixty day period for so long as said mortgagee is diligently pursuing foreclosure action against the lessee or sublessee and is paying the rent and taxes on the premises.

RETURN TO
FIRST FEDERAL OF BROWARD
301E. LAUDERDALE BLVD. FORT LAUDERDALE
Fort Lauderdale, Florida 33302

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OFF. REC. 6228 PAGE 15

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A copy of any notice or demand which shall have been given by the landlord shall also be contemporaneously delivered to any institutional mortgagee holding a mortgage on said leasehold or any part thereof in the manner provided for giving notice to the lessee. No default predicated on the giving of any notice or demand shall be deemed to have occurred unless like notice or demand shall also have been given to any institutional mortgagee holding a mortgage on said leasehold or any part thereof.

Solar Groves, Inc. further agrees to notify any institutional mortgagee holding a mortgage on the leasehold or any part thereof, should Solar Groves, Inc. be in default under the prime lease.

"Institutional mortgagee" as used in this lease and amendments thereto shall mean any bank, savings and loan association or life insurance company authorized to do business in the state of Florida.

In all other respects, the parties hereto reaffirm the terms of the original lease not to conflict herewith. Where conflict exists between the provisions of this amendment and the original lease, the provisions of this amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing amendment, this 27 day of May, 1975.

Signed in the presence of:

Mark J. Wilobar
John Marshall

Solar Groves, Inc.,
a Florida corporation

By: William J. Lee
William J. Lee, President

Attest: Satfanig K. Lee
Satfanig K. Lee, Secretary

Sara-Sea, a Florida partnership

Rozomo, Inc., a Florida corporation

By: Robert Z. Morris
Robert Z. Morris, President

Attest: Edward F. Frederick
Edward F. Frederick, Secretary-Treasurer

Willard G. Franks
Willard G. Franks

Elizabeth Jane Franks
Elizabeth Jane Franks

Mark J. Wilobar
Marko J. Wilobar

Jennifer J. Embury
Thomas W. Trumble
Pina Quattrone
Kimberly James Trumble
Valentino P. Carini
Harold L. Nasson

OFF. REC. 6228 PAGE 16

H-30892-2A

STATE OF
COUNTY OF

I HEREBY CERTIFY that on this day before me, an officer duly authorized and acting, personally appeared WILLIAM J. LEE and SATTENIG K. LEE, President and Secretary, respectively of SOLAR GROVES, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing Amendment to Lease; and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in said county and state this 21st day of MAY, A.D., 1975.

My Commission Expires: MAY 20, 1976

STATE OF FLORIDA
COUNTY OF Chandlburgh

I HEREBY CERTIFY that on this day before me, an officer duly authorized and acting, personally appeared ROBERT Z. MORRIS and EDWARD F. FREDERKING, President and Secretary-Treasurer, respectively of ROZOMO, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing Amendment to Lease; and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in said county and state this 27 day of MAY, A.D., 1975.

My Commission Expires: 1-18-76

STATE OF ILLINOIS
COUNTY OF SALINE

BEFORE ME, the undersigned authority, personally appeared WILLARD G. FRANKS and ELIZABETH JANE FRANKS, his wife, who being by me first duly sworn deposed and said that they executed the foregoing Amendment to Lease for the uses and purposes therein described.

WITNESS my hand and official seal in said county and state this 27th day of MAY, A.D., 1975.

My Commission Expires: 10-3-75

STATE OF FLORIDA
COUNTY OF BROWARD

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
R. H. KAUTH
COUNTY ADMINISTRATOR

BEFORE ME, the undersigned authority, personally appeared MARKO J. MILOBAR, who being by me first duly sworn deposed and said that he executed the foregoing Amendment to Lease for the uses and purposes therein described.

WITNESS my hand and official seal in said county and state this 30 day of MAY, A.D., 1975.

My Commission Expires: Dec 26, 1975

Notary Public

Official Seal
Valentine P. Carrier
Notary Public
State of Florida at Large

4-30892-2A

OFF. REC. 6228 PAGE 17

This instrument prepared by:
Robert S. McCormick
English, McCaughan & O'Bryan
P. O. Box 14098
Fort Lauderdale, FL 33302

FORWARD COUNT	FLORIDA DEPT. OF REVENUE AUG 15 1979	DOCUMENTARY SUR TAX 391.35	DOCUMENTARY SUR TAX 900.00	DOCUMENTARY SUR TAX 900.00
			900.00	900.00
			900.00	900.00

Return
79-247931

ASSIGNMENT OF LEASES

THIS Assignment of Leases made this 1st day of August,
1979, by and between KIMBERLY JANE FRANKS, MARKO J. MILOBAR, and WILLARD
G. FRANKS, doing business as SARA SEA, a Florida partnership, hereinafter
called "Assignors",

and

INTERCOASTAL INVESTMENTS N.V., a Netherlands Antilles corporation
authorized to do business in the State of Florida, hereinafter called
"Assignee". (1550 NE Miami Gardens Drive, North Miami Beach, FL 33179)

WITNESSETH:

WHEREAS, Assignors are the owners and holders of the lessees'
interest in and to that certain lease described as follows:

A 50 year lease between Donald W. Ruttiger and Lucille
M. Ruttiger, his wife, as lessors, and Willard G. Franks,
as lessee, dated May 1, 1973, and recorded in Official
Records Book 5286, at page 944, of the Public Records
of Broward County, Florida;

and

WHEREAS, the Assignors are the owners and holders of the sublessee's
interest in and to that certain sublease described as follows:

That sublease between Solar Groves, Inc., a Florida
corporation, as lessor, and Willard G. Franks and
James M. Walker, as lessees, dated September 1, 1973,
and recorded in Official Records Book 5515, at page 406,
of the Public Records of Broward County, Florida, which
lease was amended by instrument dated May 27, 1975, and
recorded in Official Records Book 6228, at page 15, of
the Public Records of Broward County, Florida;

and

WHEREAS, the Assignors' interests in such leaseholds are subject
to the encumbrances described in the attached Exhibit A; and

WHEREAS, simultaneously herewith, Assignors, as sellers of that
certain property and business known as Howard Johnson's Motor Lodge and
Restaurant located in Lauderdale by the Sea, Florida, have sold, assigned,

79 AUG 15 PM 2 55

REF 8385 REC397

STATE OF FLORIDA
DOCUMENTARY
STAMP TAX
900.00

STATE OF FLORIDA
DOCUMENTARY
STAMP TAX
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DOCUMENTARY
STAMP TAX
900.00

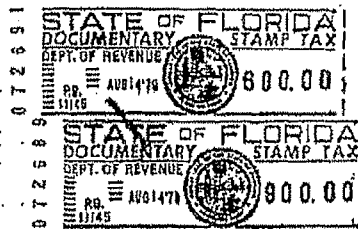
STATE OF FLORIDA
DOCUMENTARY
STAMP TAX
900.00

STATE OF FLORIDA
DOCUMENTARY
STAMP TAX
900.00

WHEREAS, according to the terms of the Agreement for Sale and Purchase, the Assignors are required to assign all of their rights in and to the aforescribed lease and sublease to Assignee;

The Assignee, in accordance with the Agreement for Purchase and Sale, hereby covenants and agrees with the Assignors that it will assume all of the lessee and sublessees obligations under the leases hereinabove described, including but not limited to the prompt and immediate payment of all rents required to be paid by the lessee and sublessees under such leases.

Robert C. Wilbur	Kimberly Jane Franks
Robert C. Wilbur	Kimberly Jane Franks
Robert C. Wilbur	Mark J. Wilbur
Robert C. Wilbur	Willard G. Franks



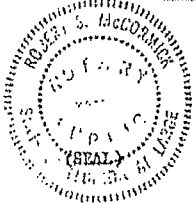
REF 8385 PAGE 318

Robert C. Wilson Intercoastal Investments N.V.
INTERCOASTAL INVESTMENTS N.V., a Netherlands
Antilles corporation, authorized to do
business in the State of Florida.
Robert C. Wilson

Robert C. Wilson Ronald L. Davis
Robert C. Wilson Ronald L. Davis
Robert C. Wilson Ronald L. Davis
Robert C. Wilson Ronald L. Davis
State of Florida)
County of Broward)

I HEREBY CERTIFY that on this day before me, an officer duly
qualified to take acknowledgements, personally appeared KIMBERLY JANE
FRANKS, MARKO J. MILOBAR, and WILLARD G. FRANKS, as
Partners and
respectively of SARA SEA, a Florida partnership, and that they severally
acknowledged executing the foregoing Assignment of Lease in the presence of
two subscribing witnesses freely and voluntarily under authority duly vested
in them by said corporation and that the seal affixed thereto is the true
corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last afore-
said this 14 day of August, 1979.



Robert S. McCormick
Notary Public

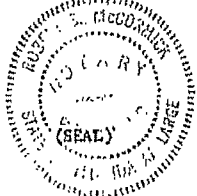
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 21 1982
BONDED THRU GENERAL INS. UNDERWRITERS

State of Florida
County of Broward

I HEREBY CERTIFY that on this day before me, an officer duly
qualified to take acknowledgements, personally appeared RONALD L. DAVIS
as attorney in fact
of INTERCOASTAL INVESTMENTS N.V., a Netherlands, Antilles corporation
authorized to do business in the State of Florida, and that he acknowledged
executing the foregoing Assignment of Lease in the presence of two subscribing
witnesses freely and voluntarily under authority duly vested in him by said
corporation and that the seal affixed thereto is the true corporate seal of
said corporation and that the seal affixed thereto is the true corporate seal
of said corporation.

WITNESS my hand and official seal in the County and State last afore-
said this 14 day of August, 1979.



Robert S. McCormick
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 21 1982
BONDED THRU GENERAL INS. UNDERWRITERS

OFF 8385 REC399

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared JAN W. DANE, as President of J.W. DANE MANAGEMENT CORPORATION, a Florida corporation, a Managing Partner of INTERCOASTAL INVESTMENTS, N.V. to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of August, 1979.

Ronald S. McCormick
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 21 1987
BONDED INTO GENERAL INS. UNDERWRITERS

THIS ASSIGNMENT OF LEASES WAS EXECUTED AND DELIVERED TO THE ASSIGNORS CONCURRENTLY WITH THE EXECUTION AND DELIVERY OF A WARRANTY DEED TO THE SAME PARTY. THE STATE DOCUMENTARY STAMPS AND SURTAX FOR THE FULL CONSIDERATION HAVE BEEN AFFIXED TO THIS INSTRUMENT. THE WARRANTY DEED WAS FILED UNDER CLERK'S FILE NO. 79-247951 ON AUGUST 15, 1979.

Subject to Confidentiality Agreement

BT 8385 REC-400

The aforescribed lands are subject to the following encumbrances:

1. A mortgage from Donald W. Ruttger and Lucille M. Ruttger, his wife, and Sara Sea, a Florida partnership, to First Federal Savings and Loan Association of Broward County, dated May 23, 1975, recorded in Official Records Book 6228 at Page 18 of the Broward County Records in the amount of \$272,100.00.
2. A mortgage from Donald W. Ruttger and Lucille M. Ruttger, his wife, and Willard G. Franks, joined by Elizabeth Jane Franks, his wife, and James N. Walker, joined by Ellen Walker, his wife, to First Federal Savings and Loan Association of Broward County, dated September 4, 1973, recorded in Official Records Book 5437, Page 814, Broward County Records, in the amount of \$2,500,000.00. This mortgage was modified by that certain Modification of Mortgage filed November 6, 1973, in Official Records Book 5515, Page 415, Broward County Records. This mortgage is of equal dignity to the mortgage recited above.
3. 99-Year Lease between John J. Demko and Margaret H. Demko, his wife, Lessors, and Salar Groves, Inc., a Florida corporation, Lessee, dated September 5, 1957, recorded in Official Records Book 1020, at Page 302, Broward County Records, which said Lease expires at midnight on September 30, 2056. The fee simple titleholders, Lessors, under this Lease, assigned their right to receive \$1,000.00 of the annual rent due under the Lease and this entitlement is currently held by the beneficiaries under the Will of Myron H. Kurkjian.
4. Declaration of Lease between James N. Walker, Lessor and Howard Johnson Company, Inc., a Maryland corporation, Lessee, dated June 11, 1973, recorded in Official Records Book 5384, Page 660, Broward County Records.
5. Declaration of License Agreement between Howard Johnson Company, a Maryland corporation, and James N. Walker, dated June 11, 1973, recorded in Official Records Book 5384, Page 663, Broward County Records.
6. Declaration of License Agreement between Howard Johnson Company, a Maryland corporation, and Willard G. Franks, dated July 1, 1974, recorded in Official Records Book 5848, Page 796, Broward County Records.
7. Covenants, easements, restrictions of record common to the neighborhood and taxes for 1979 and subsequent years.

EXHIBIT A

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

REC 8885 RE 401

82-316974

This instrument prepared by:
William R. Bloom, Esq.
Holland & Knight
1200 Brickell Avenue
Miami, Florida 33131

ASSIGNMENT OF LEASEHOLD INTEREST

This Agreement made and entered into this 28th day of October, 1982 by INTERCOASTAL INVESTMENTS N.V., a Netherlands Antilles corporation ("Assignor"), and OCEAN EQUITIES, LTD., a New Jersey limited partnership ("Assignee").

RECITALS

A. Pursuant to that certain Assignment of Leases by and between Kimberly Jane Franks, Marko J. Milohar, and Willard G. Franks, doing business as Sara Sea, a Florida partnership, and Assignor, recorded in Official Record Book 8385 at Page 397 of the Public Records of Broward County, Florida, Assignor is the owner and holder of:

1. The lessee's interest in and to that certain 50 year lease between Donald W. Ruttger and Lucille M. Ruttger, his wife, as lessors, and Willard G. Franks, as lessee, dated May 1, 1973, and recorded in Official Records Book 5286, at page 944, of the Public Records of Broward County, Florida (the "Lease"), under which Lease lessor leased to lessee the following described property to wit:

Lots 11, 12, 13, 14, 15, 16, 17, 18 and 19 in Block 10, and Lots 14, 15, 16, and 17 in Block 9 of LAUDERDALE BY THE SEA, according to the plat thereof recorded in Plat Book 6, at page 2, of the public records of Broward County, Florida; ALSO all of that parcel of land, if any, bounded on the West by the Easterly line of said Lots 14, 15, 16, and 17 of said Block 9, bounded on the East by the Atlantic Ocean, bounded on the North by the North line of Lot 17 of said Block 9 extended Easterly to the Atlantic Ocean and bounded on the South by the South line of Lot 14 of said Block 9 extended Easterly to the Atlantic Ocean; said land fronting on the Atlantic Ocean; together with all riparian, littoral and shore rights thereunto belonging and in anywise appertaining.

2. The sublessee's interest in and to that Sublease between Solar Groves, Inc., a Florida corporation, as lessor, and Willard G. Franks and James N. Walker, as lessees, dated September 1, 1973, and recorded in Official Records Book 5515, at page 406, of the Public Records of Broward County, Florida, which lease was amended by instrument dated May 27, 1975, and recorded in Official Records Book 6228, at page 15, of the Public Records of Broward County, Florida, under which Sublease (the "Sublease")

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sublessor subleased to sublessee the following described property, to wit:

Lots 9, 10, 22, 23 and 24 of Block 10 of LAUDERDALE-BY-THE-SEA, according to the Plat thereof recorded in Plat Book 6, page 2, of the Public Records of Broward County, Florida.

B. Pursuant to the terms of that certain Purchase Agreement between Assignor and Assignee, dated March 25, 1982, as amended, Assignor agreed to assign the aforementioned Lease and Sublease to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, it is agreed upon as follows:

TERMS

1. The recitals to this Assignment are hereby incorporated into and made a part of this Assignment.

2. Assignor hereby assigns unto the Assignee and the Assignee hereby accepts as assignee thereof all of the Assignor's right, title and interest in the Lease and Sublease to have and to hold the same unto the Assignee, its successors and assigns for all the remainder of the term of the Lease and Sublease.

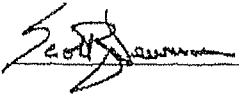
3. Assignee hereby assumes the performance of all of the terms, covenants and conditions of the Lease and Sublease herein assigned by the Assignor to Assignee and will well and truly perform all of the terms, covenants and conditions of the said Lease and Sublease herein assigned; all with full force and effect as if Assignee had signed the Lease and Sublease originally as lessee and sublessee named therein.

4. Assignee hereby agrees that said Assignee will indemnify and save harmless the Assignor from all manners of suit, actions, damages, charges and expense, including attorney and counsel fees that the Assignor may sustain by reason of the Assignee's breach of any of the terms, covenants and conditions of the Lease or Sublease herein assigned.

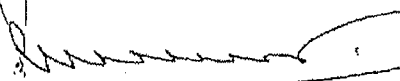
IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto.

Signed, sealed and delivered in the presence of:

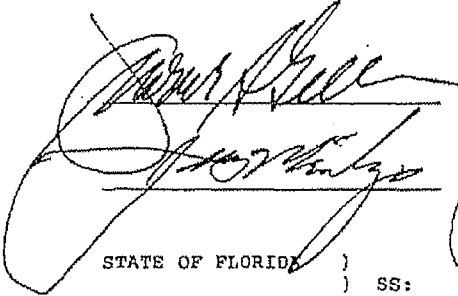
INTERCOASTAL INVESTMENTS, N.V.,
a Netherlands Antilles
corporation

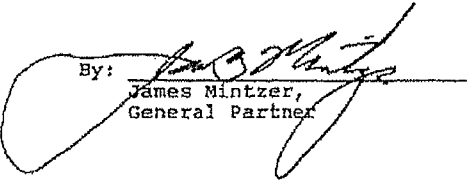


W.B. Bloom

By: 
H. Overman, Attorney-in-Fact

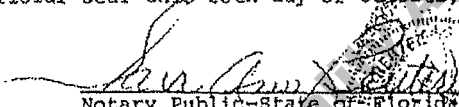
OCEAN EQUITIES, LTD., a
New Jersey limited partnership


STATE OF FLORIDA)
COUNTY OF DADE) SS:

By: 
James Mintzer,
General Partner

BEFORE ME, personally appeared H. Overman, Attorney-In-Fact of INTERCOASTAL INVESTMENTS, N.V., to me well known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged before me that he executed this same for the purposes therein expressed.

WITNESS my hand and official seal this 28th day of October, 1982.


Notary Public-State of Florida

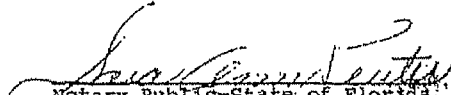
My Commission Expires:

NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION EXPIRES OCT 28 1984
H. BLOOM, Notary Public No. 00000000000000000000

STATE OF FLORIDA)
COUNTY OF DADE) SS:

BEFORE ME, personally appeared James Mintzer, as general partner of OCEAN EQUITIES, LTD., to me well known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged before me that he executed this same for the purposes therein expressed.

WITNESS my hand and official seal this 28th day of October,
1982.


Notary Public-State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COM. EX. 1-1-84 MAR 28 1984
NOTARY PUBLIC STATE OF FLORIDA, ORANGE COUNTY



L. T. JOHNSON
NOTARY PUBLIC

Subject to Confidentiality Agreement

OFF 10526PB 910

3
Prepared by, and after recording,
return to:
Marvin S. Rosen, Esq.
Ruden, McClosky, Smith, Schuster & Russell, P.A.
222 Lakeview Avenue, Suite 800
West Palm Beach, FL 33401

Tex Folio Numbers: 19318-01-06800
19318-01-06820

ASSIGNMENT OF LEASEHOLD INTEREST

THIS ASSIGNMENT OF LEASEHOLD INTEREST AGREEMENT (this "Agreement") is made and entered into this 21st day of January, 2008 by and between OCEAN EQUITIES, LTD., a New Jersey limited partnership, whose address is 708 Third Avenue, 19th Floor, New York, NY 10017 ("Assignor") and OCEAN 4660, LLC, a Florida limited liability company, having an address at 40800 Woodward Avenue, Bloomfield Hills, MI 48304 ("Assignee").

RECITALS

A. Pursuant to that certain Assignment of Leasehold Interest by and between Intercoastal Investments N.V., a Netherlands Antilles corporation ("Intercoastal"), and Assignor, recorded November 24, 1982 in Official Records Book 10526 at Page 913, of the Public Records of Broward County, Florida, Assignor is the owner and holder of:

1. The leasehold interest as lessee in and to that certain lease dated and commencing on September 1, 1973 until September 30, 2056, by and between Solar Groves, Inc., a Florida corporation, and Willard G. Franks and James N. Walker, lessees, recorded November 6, 1973 in Official Records Book 5515, Page 406 (the "Lease"), as assigned by Willard G. Franks, joined by his wife Elizabeth Jane Franks, assignors, to Sara-Sea, a Florida partnership, assignee, by Assignment of Lease recorded March 3, 1975 in Official Records Book 6124, Page 242, and assigned by James N. Walker, joined by his wife, Ellen Walker, as assignors, to Sara-Sea, a Florida partnership, assignee by Assignment of Lease recorded March 3, 1975 in Official Records Book 6124, Page 236; and as amended by Amendment to Lease dated May 27, 1975 and recorded June 5, 1975 in Official Records Book 6228, Page 15, and assigned to Intercoastal by Assignment of Lease recorded August 15, 1979 in Official Records Book 8385, Page 397, and which Assignor is holding the leasehold interest as lessee in the following described property.

Lots 9, 10, 22, 23 and 24, in Block 10, of LAUDERDALE BY THE SEA, according to the Plat thereof, recorded in Plat Book 6, Page 2, of the Public Records of Broward County, Florida (the "Property").

B. The lessor's interest under the Lease was assigned by Solar Groves, Inc. a Florida corporation, as assignor, to Big B Development Company, Inc., a Florida corporation, as assignee, by Assignment of Lease recorded in Official Records Book 9530 Page 191, and assigned by Big B Development Company, Inc., a Florida corporation, as assignor, to Maurice Lopatin, as Trustee of the Antonio Cioeta Irrevocable Trust dated March 16, 1992 and Maurice Lopatin, individually, as assignees, by Assignment of Lease, dated March 16, 1992 and recorded April 17, 1992 in Official Records Book 19396, Page 956, as assigned by Marie A. Moore, as Successor Trustee of the Antonio Cioeta Irrevocable Trust dated March 16, 1992, as assignor, to Antonio Cioeta, Trustee of the Antonio Cioeta Revocable Trust dated January 19, 1989, General Partner of the Cioeta Family Limited Partnership, as assignee, by

WFB:356077:1

Subject to Confirmation Agreement

6

Partial Assignment of Lease dated December 21, 1995 and recorded January 8, 1996 in Official Records Book 24357, Page 67, as assigned by Antonio Cioeta, Trustee of the Antonio Cioeta Revocable Trust dated January 19, 1989, as General Partner of the Cioeta Family Limited Partnership, as assignor, to Antina Investments III, Inc., a Florida corporation (the "Company"), as assignee, by Assignment of Lease, dated July 2, 2007, and recorded July 20, 2007 in Official Records Book 44361, Page 543.

1. The Company is the current Landlord under the Lease and has set forth in Exhibit "A", attached hereto and made a part hereof, an Affidavit establishing that (i) the Lease is current and in full force and effect; (ii) the Lease is free of default by either party thereto under the terms, covenants and conditions of the Lease; (iii) there are no unrecorded amendments, modifications or transfers affecting the Lease; and (iv) the Company acknowledges and has no objection to the assignment of the Lease by Ocean Equities, Ltd., a New Jersey limited partnership, to Ocean 4660, LLC, a Florida limited liability company.

C. Pursuant to the terms of that certain Agreement of Purchase and Sale dated as of October 17, 2007, between Assignor, Terri R. Mintzer and Resort America, LLC, as amended and assigned to Assignee, Assignor agreed to assign the aforementioned leasehold interest in the Lease to Assignee.

AGREEMENT

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows: the recitals set forth above, which are incorporated herein by reference as if set forth herein, and the further consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, receipt of which is hereby acknowledged by Assignor, Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, without recourse, all of Assignor's interest in and to the Lease, together with all rights thereunder from and after the date hereof, all easements, appurtenances, improvements, rights, tangible and intangible property relating or belonging thereto, and all other right, title and interest of Assignor in and to the Lease.

Assignee, by its execution hereof, hereby assumes the obligations of Assignor under the Lease from and after the effective date of this Agreement and agrees to pay all rent and perform all other covenants, stipulations, agreements and obligations under the Lease accruing on or after the effective date of this Agreement. Assignee hereby agrees to hold harmless and defend Assignor from and against any and all obligations, liabilities, claims, liens and encumbrances, whether direct, contingent or consequential and no matter how arising, in any way related to the Lease, but only as to matters occurring subsequent to the date hereof.

Assignor, by its execution hereof, hereby agrees to hold harmless and defend Assignee from and against any and all obligations, liabilities, claims, liens and encumbrances, whether direct, contingent or consequential and no matter how arising, in any way related to the Lease, but only as to matters accruing prior to the date hereof.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. The covenants of this Agreement shall survive the delivery of this Agreement and the closing of the transaction to which it relates.

WPB:356077:1


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

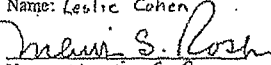
Signed, sealed and delivered
in the presence of:

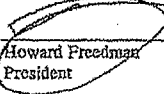
ASSIGNOR:

OCEAN EQUITIES, LTD.,
a New Jersey limited partnership

By: PFGP Corp.,
a New York corporation
Its General Partner

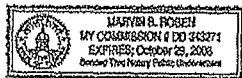

Name: Leslie Cohen

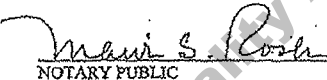

Name: Marvin S. Rosen

By:  (SEAL)
Howard Freedman
President

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me this 3rd day of January, 2008, by HOWARD FREEDMAN, as the President of PFGP CORP., a New York corporation, as general partner of OCEAN EQUITIES, LTD., a New Jersey limited partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.




NOTARY PUBLIC
State of Florida

Name: _____
My Commission Expires: _____
Commission Number: _____

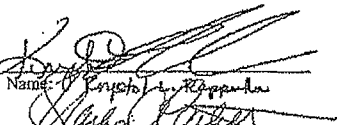
WPS:356077:1

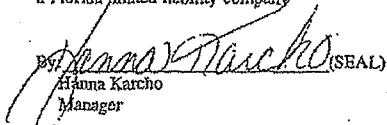
Subject to Confidentiality Agreement

Signed, sealed and delivered
in the presence of:

ASSIGNEE:

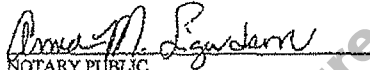
OCEAN 4660, LLC,
a Florida limited liability company


Name: Maryssa A. Curran
Name: MARYSSA A CURRAN


Name: Hanna Karcho
Manager

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss:

The foregoing instrument was acknowledged before me this 31st day of December, 2007, by HANNA KARCHO, as Manager of OCEAN 4660, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced N/A as identification.


NOTARY PUBLIC
State of Michigan
Name: ANNA M. SIGURDSON
My Commission Expires: 4/26/12
Commission Number: _____

WPB356077:1

Subject to Confidentiality Agreement

EXHIBIT "A"

This instrument drafted by
and when recorded returns to:
Marvin S. Rosen
Ruden McClosky Smith
Schuster & Russell P. A.
232 Lakeview Avenue
Suite 800
West Palm Beach, Florida 33401

LANDLORD'S AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

THE UNDERSIGNED ("Affiant"), having been first duly sworn, does hereby depose and state as follows:

1. Affiant is the duly elected and currently acting President of ANTINA INVESTMENTS III, INC., a Florida corporation (the "Company").

2. The Company is the lessee of certain property located in Broward County, Florida, more particularly described as Lots 9, 10, 22, 23 and 24, in Block 10, of LAUDERDALE BY THE SEA, according to the Plat thereof, recorded in Plat Book 6, Page 2, of the Public Records of Broward County, Florida.

3. The Company is the current Landlord under that certain Lease, dated September 1, 1973, by and between Solar Groves, Inc., a Florida corporation, Lessor, and Willard G. Franks and James N. Walker, Lessee, recorded November 6, 1973 in Official Records Book 5515, Page 406 (the "Lease").

4. The Lessee's interest under the Lease was assigned by Willard G. Franks, joined by his wife Elizabeth Jane Franks, Assignors, to Sara-Sea, a Florida partnership, Assignee, by Assignment of Lease recorded March 3, 1975 in Official Records Book 6124, Page 242, and assigned by James N. Walker, joined by his wife, Ellen Walker, as Assignors, to Sara-Sea, a Florida partnership, Assignee by Assignment of Lease recorded March 3, 1975 in Official Records Book 6124, Page 236; and as amended by Amendment to Lease dated May 27, 1975 and recorded June 5, 1975 in Official Records Book 6228, Page 15, and assigned to Intercoastal Investments N.V., a Netherlands Antilles corporation by Assignment of Lease recorded August 15, 1979 in Official Records Book 8385, Page 397, and Assignment of Leasehold Interest from Intercoastal Investments N.V., a Netherlands Antilles corporation, Assignor, and Ocean Equities, Ltd., a New Jersey limited partnership, Assignee, recorded November 24, 1982 in Official Records Book 10526, Page 913.

5. The Lessor's interest under the Lease was assigned by Solar Groves, Inc. a Florida corporation, as Assignor, to Big B Development Company, Inc., a Florida corporation, as Assignee, by Assignment of Lease recorded in Official Records Book 9530 Page 191, and assigned by Big B Development Company, Inc., a Florida corporation, as Assignor, to Maurice Lopatin, as Trustee of the Antonio Cicota Irrevocable Trust dated March 16, 1992 and

WPB:3486421

Subject to Confidentiality Agreement

Maurice Lopatin, individually, as Assignee, by Assignment of Lease, dated March 16, 1992 and recorded April 17, 1992 in Official Records Book 19396, Page 956, as assigned by Marie A. Moore, as Successor Trustee of the Antonio Cioeta Irrevocable Trust dated March 16, 1992, as Assignor, to Antonio Cioeta, Trustee of the Antonio Cioeta Revocable Trust dated January 19, 1989, General Partner of the Cioeta Family Limited Partnership, as Assignee, by Partial Assignment of Lease dated December 21, 1995 recorded January 8, 1996 in Official Records Book 24357, Page 67, as assigned by Antonio Cioeta, Trustee of the Antonio Cioeta Revocable Trust dated January 19, 1989, General Partner of the Cioeta Family Limited Partnership, as Assignor, to Antina Investments III, Inc., a Florida corporation, as Assignee, by Assignment of Lease, dated July 2, 2007.

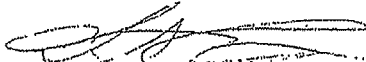
6. The rent under the Lease is \$20,000 per annum and has been paid through August 31, 2008.

7. The Lease is current and in full force and effect.

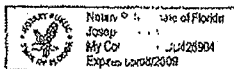
8. The Lease is free of default by either party thereto under the terms, covenants and conditions of the Lease.

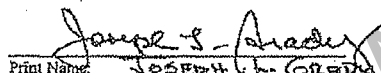
9. There are no unrecorded amendments, modifications or transfers affecting the Lease.

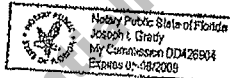
10. The Company acknowledges and has no objection to the assignment of the Lease by Ocean Equities, Ltd., a New Jersey limited partnership, to Ocean 4660, LLC, a Florida limited liability company.


Print Name: Antonio Cioeta

The foregoing was sworn to and subscribed before me this 8 day of December, 2007, by the Affiant, Antonio Cioeta, in his/her capacity as President of Antina Investments, III, Inc., a Florida corporation, on behalf of said corporation. Said Affiant is personally known to me or produced a Driver License for identification.




Print Name: Joseph T. Grady
Notary Public, State of Florida
My Commission Expires: _____



WPB348542:1

857969

LEASE

THIS INDENTURE, Made the 5th day of September, A.D. 1957, by and between JOHN J. DEMKO and MARGARET H. DEMKO, his wife, hereinafter called the Lessors, which term shall include their heirs and assigns, and SOLAR GROVES, INC., a Florida corporation, hereinafter called the Lessee, which term shall include its successors and assigns,

WITNESSETH:

That in consideration of the covenants and agreements hereinafter mentioned and to be performed by the respective parties hereto, and the payment of the rental hereinafter designated to be paid by the Lessee, in accordance with the provisions of this lease, the Lessors have leased, rented, let and demised, and by these presents do lease, rent, let and demise unto said Lessee, its successors and assigns, the following described property situate, lying and being in the Town of Lauderdale By The Sea, Broward County, Florida:

Lots 9 and 10 of Block 9, and Lots 9, 10, 22, 23, and 24 of Block 10, of LAUDERDALE BY THE SEA, according to the plat thereof recorded in Plat Book 6, page 2, of the public records of Broward County, Florida; and all riparian rights thereunto appertaining.

TO HAVE AND TO HOLD the above described premises, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise incident or appertaining, including riparian or littoral rights, unto the said Lessee for the term of Ninety-nine (99) years, as hereinafter specified.

THE TERMS, CONDITIONS AND COVENANTS OF THIS LEASE ARE AS FOLLOWS:

1. TERM: This lease shall commence on October 1, 1957, and continue for ninety-nine (99) years thereafter up to Midnight of September 30, 2056.

Return to Fleming, O'Bryan & Fleming
Professional Building
Fort Lauderdale, Florida

Fleming, O'Bryan & Fleming
Professional Building
Fort Lauderdale, Florida

1020 FAR 303

2. POSSESSION: Possession of the lease premises shall be delivered to Lessee on the beginning date of this lease.

3. TITLE: The Lessors covenant that they have lawful title to said premises, free and clear of all liens, mortgages and encumbrances, and have full authority to make this lease on the terms herein set forth.

4. RENTAL: Lessee hereby covenants with Lessors to pay to Lessors at such place as they from time to time shall designate in writing the following rent for the use of the leased premises:

Seventeen Thousand Dollars (\$17,000.00) per year
due and payable on October first of each and every
year of the term hereof.

Receipt is hereby acknowledged of the sum of Seventeen Thousand Dollars (\$17,000.00) as rental for the first year of the term. It is the intention of the parties herein that the rental provided to be paid shall be a net rental to the Lessors, and that the Lessee shall pay all taxes, insurance and other expenses of the property. However, in no event shall the term "net rental" be deemed to imply or provide that the Lessee shall be responsible for any income, estate or other similar taxes chargeable to the Lessors individually.

5. IMPROVEMENTS: Lessee agrees that any improvements constructed by it on said premises shall conform to the building code and zoning regulations of the Town of Lauderdale By The Sea, Florida.

6. INSURANCE: Subject to the rights of any mortgagee, as hereinafter provided, the Lessee agrees to maintain at its expense at all times during the term of this lease, fire and extended coverage insurance upon the leased premises, in an amount equal to at least eighty per cent (80%) of the insurable value of any improvements placed thereon. Such policies shall be so drawn and contain such provisions as will protect both the Lessors and the Lessee as their respective interests may appear, in addition to protecting any mortgagee under the provisions of this lease. Except as otherwise required by any such mortgagee, all policies of insurance, or certificates thereof, shall be delivered to the Lessors herein, and

shall be renewed from time to time by the Lessee so that at all times the insurance protection herein provided shall continuously exist. In the event of loss, and subject to the rights of the mortgagee, the proceeds collected from such insurance and available to the parties hereto, shall be paid over to a national bank in Broward County, Florida, as Trustee, or to such other trustee as the parties hereto may from time to time designate in writing. All of such amounts shall be available to the Lessee for the reconstruction or repair, as the case may be, of any building or improvement damaged or destroyed by fire or other casualty, and shall be paid out by said Trustee from time to time as the work of reconstruction or repair shall progress. Any amount remaining in the hands of the Trustee after the repair or reconstruction of any such building or improvement shall be paid by the Trustee to the Lessee. Lessee will also maintain at its cost during the term of this lease, Owners', Landlords' and Tenants' Public Liability Insurance, with limits of not less than \$100,000.00 coverage for one person, and not less than \$300,000.00 coverage for any one accident.

7. MAINTENANCE AND REPAIR: Lessee agrees to keep and maintain any buildings and improvements which may at any time be situated on the demised premises in good condition and repair during the term of this lease.

8. TAXES: Lessee shall during the remainder of this lease, pay all taxes and assessments, penalties and charges which may hereafter be levied, assessed or imposed upon the demised premises.

In the event Lessee shall in good faith desire to contest the validity of any taxes, assessments or other charges covered by this portion of this lease, it shall have the right to do so.

9. UTILITY CHARGES: Lessee covenants and agrees to pay all utility charges, including gas, water and electricity used on or about the premises.

10. COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES: The Lessee covenants and agrees that it will, at its expense, make such

improvements, perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over said premises, in order to comply with sanitary requirements, fire hazard requirements, zoning, setbacks and other similar requirements.

11. LAWFUL USE OF THE PREMISES: Lessee further covenants and agrees that said premises and any improvements hereafter constructed thereon shall be used only for lawful purposes, and that Lessee will not use said premises for any purpose in violation of the laws of the United States, the State of Florida, or any subdivision thereof.

12. INSPECTION OF PREMISES: Lessors or their authorized agents at all reasonable times shall have access to said premises for the purpose of examining or inspecting the condition thereof, provided that Lessors shall not abuse this privilege or harass the Lessee.

13. LIENS CREATED BY LESSEE: Lessee agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Lessors' interest in and to the land covered by this lease, and that no person shall ever be entitled to any lien, directly or indirectly, derived through or under it, or on account of any act or omission of said Lessee, which lien shall be superior to the title of the Lessors to the demised premises, except the liens authorized by Paragraph 14 herein next set forth. All persons contracting with the Lessee, or furnishing material to the Lessee, shall be bound by this provision of this lease. The mere fact of the existence of a mechanic's or materialman's lien, however, shall not of itself operate as a ground for termination of this lease, provided that, within ninety (90) days after receipt by it of written notice of lien from the lienor, or within ninety (90) days from notification in writing to the Lessee from the Lessors of the existence of a lien, the Lessee shall cause the same to be cancelled and extinguished or the premises released therefrom, and proper evidence thereof be furnished the Lessors and recorded of record.

14. MORTGAGE BY LESSEE: Lessors agree that they will subordinate the fee title to the demised premises and this lease

thereon as follows:

A. For the purpose of obtaining a mortgage loan or loans, the property herein leased shall be treated as three parcels, to wit:

Parcel A, which shall consist of Lots 9 and 10 of Block 9;

Parcel B, which shall consist of Lots 9 and 10 of Block 10; and

Parcel C, which shall consist of Lots 22, 23, and 24 of Block 10.

Lessors agree to subordinate their fee title to the premises and this lease thereon to each of said parcels individually for the purpose of obtaining three separate mortgage loans, and all of the provisions contained in this lease shall be so construed. The election to obtain three mortgage loans, rather than a single loan on the entire premises, shall be at the option of the Lessee.

B. Lessors will join in the execution of a mortgage on the demised premises to an institutional lender in such amounts as may be approved by such lender.

C. In the event said mortgage is for a construction loan, then the proceeds of said mortgage loan shall be disbursed in accordance with the procedure customarily followed by the lending institution;

D. The sum secured through the mortgage loans herein referred to shall in no event exceed fifty per cent (50%) of the cost of the building to be constructed on the premises, which cost shall be determined exclusive of landscaping charges and architects' fees.

E. The indebtedness secured by any such mortgage may bear interest at a rate not in excess of six and one-half per cent (6½%).

F. The indebtedness secured by any such mortgage shall be liquidated within a period not to exceed twenty-five (25) years, and may be amortized over such period.

G. Lessors shall not be required to sign the promissory note or notes secured by said mortgage, or in any way to become personally liable for the payment of said note or

33-1020-4307

notes, but Lessors covenant and agree that they will join in the execution of the mortgage deed itself for the purpose of encumbering the fee title to the lien and operation of said mortgage, and further will execute any and all other documents and instruments required to be executed for the purpose of so encumbering the fee title and completing the mortgage loan.

11. In the event Lessee should cause a default in the payment of any sum due under the terms of any such mortgage, or in the event the Lessee should default in any of the other terms of such mortgage such as would constitute a right within the mortgagee to declare a forfeiture, then in such event the Lessors, at their option, may declare a default in the terms of this lease. In that connection, the mortgage shall provide a covenant that the mortgagor will furnish the Lessors a notice of any delinquent payment at least twenty (20) days prior to such time as the mortgagor may declare the mortgage in default and accelerate the sums due thereunder.

12. Lessors or their designated agent shall be given an opportunity to inspect and approve plans and specifications of any improvement to be constructed on the premises, which improvement shall be an apartment hotel or motel. Lessors covenant that their approval shall not be unreasonably withheld.

13. It is understood and agreed that in consummating such a mortgage loan, the Lessee may do so initially for the purpose of obtaining a construction loan, and that subsequently said construction loan may be placed permanently with a lending institution, all within the terms herein set forth. In such event, Lessors covenant that as may be necessary they will execute again the necessary papers for retiring a construction loan and placing a permanent loan.

K. The proceeds of any loan made under this Paragraph shall be used solely for paying for the construction of real property improvements on the premises.

L. Prior to the disbursement of any funds by the mortgager for the purposes of construction, the Lessee covenants to furnish a construction performance and payment bond, which bond shall be written with a reputable bonding company. The Lessors shall be furnished satisfactory guarantees that this requirement will be met before executing any subordination agreement.

15. TRANSFER OF LESSORS' INTEREST: Lessors shall have the right to sell, mortgage or otherwise dispose of the underlying fee title in this property, subject to the terms of this lease, and shall have the right to mortgage or assign to others their right to receive money and other things of value accruing to them by reason of this lease; provided, however, that any such sale, mortgage or other pledge of the property hereunder by Lessors shall be subject

to all terms and conditions hereinabove set forth in Paragraph 14, and any such new title holder or mortgagee shall be obligated to subordinate his interest in the property to mortgage loans as set forth in said Paragraph 14.

16. FORFEITURE: If the Lessee shall fail to keep and perform any of the covenants, conditions and agreements herein provided to be performed by the Lessee, and such default shall continue for a period of sixty (60) days from the date of the Lessors' giving to the Lessee written notice of the existence of such default, then Lessors shall have the right at the expiration of such 60-day period, at their option, to declare this lease ended and without further force and effect. Thereupon, the Lessors are authorized to re-enter and repossess the leased premises, together with all improvements thereon, and the Lessee does in such event hereby agree to surrender and deliver up the leased premises and property peaceably to the said Lessors.

17. NON-WAIVER: The waiver of any breach of any covenant, condition, or stipulation herein contained, shall not be taken to be a waiver of any subsequent breach of the same, or any other covenant, condition or stipulation, and the acceptance of rent during any period in which the Lessee may be in default shall not be deemed to be a waiver of such default.

18. NOTICE: Notices, demands and communications hereunder to the Lessee or to the Lessors shall be served, or given by United States Registered Mail, return receipt requested, and if intended for the Lessee, the same shall be addressed to the Lessee, 2301 Northeast 25th Street, Fort Lauderdale, Florida; and if intended for the Lessors, the same shall be addressed to Lessors at _____, In writing, or to such other addresses as are hereafter designated by either party, or their successors in interest, sent by United States Registered Mail, as aforesaid, to such designated addresses.

19. DEMOLISHING AND RECONSTRUCTION OF PREMISES: After improvements have been placed upon the premises as hereinabove set forth, then at subsequent times during the term of this lease the Lessee may, at its option, demolish, alter or further improve the improvements on the premises; provided, however, that the Lessors are given notice in writing of Lessee's intention to do so, and provided that the improvements so altered or demolished shall be replaced with improvements of equal or greater value, and provided further that appropriate steps are taken by Lessee to assure that the necessary funds are available for the completion of the new improvements to be placed upon the premises and to pay for such new improvements in full.

20. BANKRUPTCY OF LESSEE: Should the Lessee at any time during the term of this lease institute an arrangement proceeding under the Bankruptcy Act, make any assignment for the benefit of its creditors, or be adjudicated a bankrupt, or should the Lessee's interest under this lease be assigned by operation of law, or should

a receiver or trustee be appointed for the Lessee's property because of the Lessee's insolvency and said appointment is not vacated within three (3) months thereafter, then the Lessors shall have the immediate right, at their sole election, to terminate this lease, and the interest of the Lessee therein shall be extinguished.

21. INDEMNIFICATION: The Lessee shall indemnify and save harmless the Lessors from and against any and all claims, suits, actions, damages and/or causes of action arising in or in connection with this lease for the duration of the term, for any personal injury, loss of life and/or damage to property sustained in or about the demised premises, or the buildings or improvements thereon, or the appurtenances thereto, or upon the adjacent sidewalks or streets, and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claims, the investigation thereof, or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this the day and year first above written.

Signed, Sealed and
Delivered in presence
of:

John J. Demko

(SEAL)

Margaret H. Demko

(SEAL)

LESSORS

Patricia Kneenan

SOLAR GROVES, INC.

LESSEE

By

M. H. Kneenan
President

M. H. Kneenan
Secretary

(CORPORATE SEAL)

1020 PART 311

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized and acting, personally appeared JOHN J. DEMKO and MARGARET H. DEMKO, his wife, to me well known and known to me to be the individuals described in and who executed the foregoing Lease, and they acknowledged before me that they executed the same for the purposes therein contained.

WITNESS my hand and official seal in said county and state this 5th day of September, A.D. 1957.

Prudence H. Newman
Notary Public

My Commission Expires:
Dec 1, 1957

Notary Public, State of Florida
My Comm. Expires Dec 1, 1957
Registered in American Bar, Co. of N. E.

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized and acting, personally appeared M. H. KUREJIAN and M. E. KUREJIAN, JR., President and Secretary, respectively, of SOLAR GROVES, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing Lease; and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in said county and state this 6th day of September, A.D. 1957.

Edward J. [Signature]
Notary Public

My Commission Expires:

Prescribed by the State of Florida
to be used by Notaries Public
FRANK H. MARKS
CLERK OF CIRCUIT COURT

81-110651 ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE is made and entered into this 1st day of April, 1981, by and between SOLAR GROVES, INC., a Florida corporation, hereinafter called "Assignor," and BIG B DEVELOPMENT COMPANY, INC., a Florida corporation, hereinafter called "Assignee."

WITNESSETH:

WHEREAS, SOLAR GROVES, INC., did, on the 5th day of September, 1957, enter into a Lease as Lessee with JOHN J. DEMKO and MARGARET H. DEMKO, his wife, as Lessors, of that certain property described in paragraph "1," below, and

WHEREAS, Assignee wishes to acquire from Assignor all of Assignor's right, title and interest in and to said Lease, subject to the sub-leases as above referenced;

NOW, THEREFORE, for Ten Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, it is agreed by and between the Assignor and Assignee as follows:

1. Assignor by this instrument does hereby sell, assign, set over and transfer all of its right, title and interest in and to that certain Lease dated September 5, 1957, and recorded in O. R. Book 1020, at page 302 of the Public Records of Broward County, Florida, covering the following described property situate, lying and being in the town of Lauderdale by the Sea, Florida:

Lots 9 and 10 of Block 9, and Lots 9, 10, 22, 23 and 24 of Block 10 of LAUDERDALE BY THE SEA, according to the Plat thereof recorded in Plat Book 6, page 2 of the Public Records of Broward County, Florida, and all riparian rights thereunto appertaining.

to BIG B DEVELOPMENT COMPANY, INC., a Florida corporation, to have and to hold the same together with all of the tenements, hereditaments, appurtenances and profits thereunto belonging,

2. Assignor warrants that the Lease is in good standing, not in default, and is a valid and subsisting instrument.

3. Assignee, by the acceptance of this Assignment of Lease, does hereby assume and agree to carry out all and each of the several terms and conditions of said Lease and to perform under said Lease in the same manner as though the Assignee were the original Lessee thereunder. Assignor agrees to hold Assignor harmless and without any liability as a result of and under the terms and conditions of said Lease.

4. Assignee acknowledges that it has read the several terms and conditions of the Lease, is familiar with the title, and accepts the Lease, the land and the title in its present condition, "As is," subject to all restrictions, reservations, taxes, encroachments, if any, encumbrances, sub-leases and all other matters appearing of public record.

IN WITNESS WHEREOF, the Assignee and Assignor have executed this Assignment of Lease this 1st day of April, 1981.

Signed, sealed and delivered in the presence of:

SOLAR GROVES, INC., Assignor

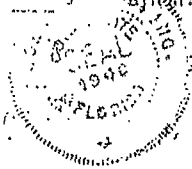
Harry J. [Signature]

William J. [Signature]
President

Marie [Signature]

Sally K. [Signature]
Secretary

WITNESSETH:
THIS INSTRUMENT PREPARED BY:
Harvey G. Reinstein, Esq.
CARR, REINSTEIN & KOPELOWITZ, P.A.
SUITE 300, 700 S. E. THIRD AVENUE
FORT LAUDERDALE, FLORIDA 33316



(Corporate Seal)

REC 9530 PAGE 191

Rec 700

Signed, sealed and delivered
in the presence of:

BIG B DEVELOPMENT COMPANY, INC.

[Signature]

BY *[Signature]* (SEAL)
Assigned

(SEAL)
Assignee

STATE OF FLORIDA

ss.:

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WILLIAM J. LEE, JR. and SATTENIG K. LEE, well known to me to be the President and Secretary respectively of SOLAR GROVES, INC., a Florida corporation, and that they severally acknowledged executing the same in the presence of the two subscribing witnesses freely and voluntarily under the authority duly vested in them by said corporation and that the seal affixed thereto in the true corporate seal of said corporation.

WITNESS my hand and seal in the County and State last aforesaid this 1st day of April, 1981.

[Signature]
Notary Public

My commission expires: JUNE 15TH 1982
NOTARY PUBLIC, FLORIDA
BROWARD COUNTY, FLORIDA

STATE OF ~~NEW~~ NEW JERSEY

ss.:

COUNTY OF ~~ESSEX~~ ESSEX

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared M. H. KURKJIAN, JR., known to me to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

WITNESS my hand and seal in the County and State last aforesaid this 9th day of April, 1981.

[Signature]
Notary Public

My commission expires:

BARBARA R. MILLSTEIN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 13, 1984

RECORDED BY THE OFFICIAL RECORDER
OF THE COUNTY OF ESSEX
GRAHAM W. WAT
COUNTY ADMINISTRATOR

REC 9530 PAGE 192

Subject to Confidentiality Agreement

92168886

ASSIGNMENT OF LEASE

THIS ASSIGNMENT of Lease dated the 16th day of March, 1992, by and between BIG E DEVELOPMENT CO. INC., a Florida Corporation, hereinafter called "ASSIGNOR", and MAURICE LOPATIN, as TRUSTEE, of the ANTONIO CIOSTA IRREVOCABLE TRUST DATED March, 16, 1992, and MAURICE LOPATIN, of Dade County, Florida, hereinafter called "ASSIGNEE".

W I T N E S S E T H:

WHEREAS SOLAR GROVES, INC., did on the 5th day of September, 1957, enter into a lease (the "Lease") as Lessee with JOHN J. DEMKO, and MARGARET H. DEMKO, his wife, as Lessors, that certain property described in Paragraph 1 below and recorded in Official Records Book 1020, Page 302, of the Public Records of Broward County, Florida, and

WHEREAS SOLAR GROVES, INC., did on the 1st day of April, 1981, assign all of its right, title and interest in and to the Lease to ASSIGNOR herein, which Assignment of Lease is recorded in Official Records Book 9530, Page 191, of the Public Records of Broward County, Florida, and

WHEREAS, ASSIGNEE wish to acquire from ASSIGNOR all of the ASSIGNOR's right, title and interest in and to the Lease together with all of ASSIGNOR's right, title and interest as sublessor under any and all subleases thereunder upon the property, and

WHEREAS, ASSIGNOR wishes to assign all ASSIGNOR's right, title and interest in and to the lease together with all of the ASSIGNOR's right, title and interest as sublessor under any and all subleases thereunder upon the property.

RETURN TO:
FREDERIC M. KLEIN, P.A.
4600 Sheridan St. Suite 300
Hollywood, FL 33021
Tel (305) 963 2100

16546 NE 26 AVE #2C
N. Miami Beach FL 33160
17.00
+ 2.50

Stamps 1560.00
Documentary
RECEIVED in Broward County as required by
by James L. York
Deputy Clerk

Apr 17 3 00 PM '92

BK 19396P60955

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable considerations receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and between the ASSIGNOR and ASSIGNEES as follows:

1. ASSIGNOR by this instrument does hereby sell, assign, set over and transfer to the ASSIGNEES, all of its right, title and interest in and to that certain lease dated September 5, 1957, recorded in Official Records Book 1020, Page 302, of the Public Records of Broward County, Florida, covering the following described property situated, lying and being in the Town of Lauderdale By The Sea, Broward County, Florida, including thereon subleases of said property to:

Lots 9 and 10 of Block 9, and Lots 9, 10, 22, 23 and 24 of Block 10 of LAUDERDALE BY THE SEA, according to the Plat thereof, recorded in Plat Book 6, Page 2, of the Public Records of Broward County, Florida; and all riparian rights thereunto appertaining, and

2. ASSIGNOR warrants that the said lease is in good standing, not in default and is a valid and subsisting instrument and that all subleases covering the above described property are also in good standing, not in default and are valid and subsisting instruments. ASSIGNOR further warrants that it has good right and title to said leases.

3. ASSIGNEES by the acceptance of this Assignment of Lease does hereby assume and agree to carry out all and each of the several terms and conditions of the lease and to perform under said lease in the same manner as though the ASSIGNEES were the original lessee thereunder.

ASSIGNEES acknowledge that they have read the several terms and conditions of the lease and of all subleases thereunder and have accepted said Assignment subject to the conditions of the

lease and of all subleases thereunder in its present condition subject to restrictions, reservations, taxes and subleases of record.

IN WITNESS WHEREOF, the ASSIGNEES and ASSIGNOR have executed this Assignment of Lease this 16 day of March, 1992.

Signed in the presence of:

"ASSIGNOR"

BIG B DEVELOPMENT CO., INC.,

BY: M. H. KURKJIAN, JR.
PRESIDENT



"ASSIGNEES"

ANTONIO CIOCCA IRREVOCABLE TRUST

BY: MAURICE LOPATIN
TRUSTEE

MAURICE LOPATIN
16346 N.E. 26th Avenue Apt. 2C
North Miami Beach, Fl. 33160

STATE OF New Jersey SS
COUNTY OF Warren

The foregoing instrument was acknowledged before me this 12th day of March, 1992, by M. H. Kurkjian, Jr., the President of BIG B DEVELOPMENT COMPANY, INC., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced his Driver's License as identification and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 12 day of March, 1992.

Veronica M. Hackenburg
NOTARY PUBLIC

NAME: Veronica M. Hackenburg

SERIAL NO. 82120

MY COMMISSION EXPIRES

VERONICA M. HACKENBURG
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/19/94

BK19366PG0958

STATE OF FLORIDA }
COUNTY OF BROWARD } ss

The foregoing instrument was acknowledged before me this 16th day of March, 1992, by MAURICE LOPATIN, AS TRUSTEE OF THE ANTONIO GIOBERTA IRREVOCABLE TRUST DATED March 16, 1992. He is personally known to me or has produced his Driver's License as identification and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of March, 1992.

Federic M. Klein
NOTARY PUBLIC
NAME: FREDERIC M. KLEIN
SERIAL NO. 069812

MY COMMISSION EXPIRES

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: JAN. 30, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA }
COUNTY OF BROWARD } ss

The foregoing instrument was acknowledged before me this 16th day of March, 1992, by MAURICE LOPATIN, who is personally known to me or who has produced a driver's license as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of March, 1992.

Federic M. Klein
NOTARY PUBLIC
NAME: FREDERIC M. KLEIN
SERIAL NO. 069812

MY COMMISSION EXPIRES

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: JAN. 30, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY FLORIDA
COUNTY ADMINISTRATOR

BK 19396P0939

96-011662 TR001
01-08-96 06:31PM

\$ 1231.30
DOCU. STAMPS-DEED

RECVD. BROWARD CTY
B. JACK OSTERHOLT

COUNTY ADMIN.

Record and Return To:
Frederic M. Klein, P.A.
2101 Corporate Blvd., #204
Boca Raton, Florida 33431

PARTIAL ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE dated the 21 day of December 1995, by and between MARIE A. MOORE as Successor Trustee of the Antonio Cioeta Irrevocable Trust dated 3/16/92 hereinafter called "Assignor" and ANTONIO CIOETA, Trustee of the Antonio Cioeta Revocable Trust dated 1/19/89, General Partner of the Cioeta Family Limited Partnership located at 3120 N. 46th Avenue, Hollywood, Florida 33021 hereinafter called "Assignee".

W I T N E S S E T H:

WHEREAS SOLAR GROVES, INC. did on the 5th day of September, 1957 enter into a lease (the "Lease") as Lessee with John J. Demko, and Margaret H. Demko, his wife, as Lessors, that certain property described in paragraph 1 below and recorded in Official Records Book 1020, Page 302 of the Public Records of Broward County, Florida; and

WHEREAS SOLAR GROVE, INC. did on the 1st day of April, 1981, assign all of its right, title and interest in and to the Lease to BIG B DEVELOPMENT COMPANY, INC., a Florida Corporation, which assignment of lease is recorded in Official Records Book 9530, Page 191 of the Public Records of Broward County, Florida; and

WHEREAS BIG B DEVELOPMENT COMPANY, INC., did on March 16, 1992 assign all of its right, title and interest in and to the Lease to Assignor herein, and to MAURICE LOPATIN, which assignment of lease is recorded in Official Records Book 19396, Page 956 of the Public Records of Broward County, Florida; and

WHEREAS Assignee wishes to acquire from Assignor all of the Assignor's right, title and interest in and to the Lease together with all of Assignors right, title and interest as Sublessor under any and all

BK216337PG0067

(3)

Subleases thereunder upon the property; and

WHEREAS Assignor wishes to assign all of Assignor's right, title and interest in and to the Lease together with all of Assignor's right, title and interest as Sublessor under any and all Subleasess thereunder upon the property.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable considerations receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and between the Assignor and Assignee as follows:

1. Assignor by this instrument does hereby sell, assign, set over and transfer to the Assignees, all of its right, title and interest in and to that certain lease dated September 5, 1957, recorded in Official Records Book 1020, Page 302, of the Public Records of Broward County, Florida, covering the following described property situated, lying and being in the Town of Lauderdale By the Sea, Broward County, Florida, including thereon subleases of said property to:

Lots 9 and 10 of Block 9, and Lots 9, 10, 22, 23 and 24 of Block 10 of LAUDERDALE BY THE SEA, according to the Plat thereof, recorded in Plat Book 6, Page 2, of the Public Records of Broward County, Florida; and all riparian rights thereunto appertaining; and

2. Assignor warrants that the said Lease is in good standing, not in default and is a valid and subsisting instrument and that all subleases covering the above described property are also good standing, not in default and are valid and subsisting instruments. Assignor further warrants that it has good right and title to 10/13 of said lease, the remainder of said lease being owned by MAURICE LOPATIN.

3. Assignee by the acceptance of this Assignment of Lease does hereby assume and agree to carry out all and each of the several terms and conditions of the lease and to perform under said lease in the same manner as through the Assignee were the original lessee thereunder.

4. Assignee acknowledge that he has read the several terms and conditions of the lease and of all subleases thereunder and have accepted said Assignment subject to the conditions of the lease and of all subleases thereunder in its present condition subject to restrictions, reservations, taxes and subleases of record.

BR24357PC0068

Subject to Confirmation Agreement

IN WITNESS WHEREOF, the Assignee and Assignor have executed this Assignment of Lease this 24 day of December, 1995.

Signed in the presence of:

Frederic M. Klein
Witness: FREDERIC M. KLEIN.
Jodie L. Hastings
Witness: JODIE L. HASTINGS

"Assignor"
ANTONIO CIOETA, Irrevocable
Trust dated 3/16/92

By: Marie A. Moore
Marie A. Moore,
Successor Trustee
3120 N. 46th Ave.
Hollywood, FL 33021

Frederic M. Klein
Witness: FREDERIC M. KLEIN
Jodie L. Hastings
Witness: JODIE L. HASTINGS

"Assignee"
CIOETA FAMILY LIMITED
PARTNERSHIP

By: Antonio Cioeta
Antonio Cioeta,
Trustee of the Antonio
Cioeta Revocable Trust
dated 1/18/89, General
Partner, 3120 N. 46th Ave.
Hollywood, FL 33021

BR24357PE0069

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

The foregoing instrument was acknowledged before me this 24 day of December, 1995 by MARIE A. MOORE, Successor Trustee of the Antonio Cioeta Irrevocable Trust dated 3/16/92, who is personally known to me or who has produced _____ as identification.

Frederic M. Klein
Notary Public
My Commission Expires:

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

The foregoing instrument was acknowledged before me this 24 day of December, 1995 by ANTONIO CIOETA, Trustee of the Antonio Cioeta Revocable Trust dated 1/18/89 as General Partner of the CIOETA FAMILY LIMITED PARTNERSHIP, who is personally known to me or who has produced _____ as identification.

Frederic M. Klein
Notary Public
My Commission Expires:

ALL INSTRUMENTS RECORDED BY
RECORDING DIVISION, FLORIDA
DEPARTMENT OF REVENUE

Frederic M. Klein
Notary Public, State of Florida
Commission No. CC 427076
My Commission Expires 01/30/99

Subject to Confirmation

Record and Return To:
Frederic M. Klein, P.A.
2101 Corporate Blvd., #204
Boca Raton, Florida 33431

96-616827 T#001
12-12-96 03:27PM

PARTIAL ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE dated the 27th day of November 1996, by and between MARC LOPATIN, Personal Representative of the Estate of Maurice Lopatin, located at 2506 Princeton Court, Ft. Lauderdale, FL 33329, hereinafter called "Assignor" and MARIE A. MOORE, Co-Trustee of the Christina Cloeta Irrevocable Trust dated 12/14/95 located at 3120 N. 46th Avenue, Hollywood, Florida 33021 hereinafter called "Assignee".

W I T N E S S E T H:

WHEREAS SOLAR GROVES, INC. did on the 5th day of September, 1957 enter into a lease (the "Lease") as Lessee with John J. Denko, and Margaret H. Denko, his wife, as Lessors, that certain property described in paragraph 1 below and recorded in Official Records Book 1020, Page 302 of the Public Records of Broward County, Florida; and

WHEREAS SOLAR GROVE, INC. did on the 1st day of April, 1981, assign all of its right, title and interest in and to the Lease to BIG B DEVELOPMENT COMPANY, INC., a Florida Corporation, which assignment of lease is recorded in Official Records Book 9530, Page 191 of the Public Records of Broward County, Florida; and

WHEREAS BIG B DEVELOPMENT COMPANY, INC., did on March 16, 1992 assign all of its right, title and interest in and to the Lease to the ANTONIO CIOETA Irrevocable Trust dated 3/16/92, and to MAURICE LOPATIN, which assignment of lease is recorded in Official Records Book 19396, Page 956 of the Public Records of Broward County, Florida; and

WHEREAS MAURICE LOPATIN was the owner of a 3/13 interest in the Lease dated 9/5/57 and died on April 3, 1996 and MARC LOPATIN was duly appointed Personal Representative of his estate; and

WHEREAS Assignee wishes to acquire from Assignor all of the Assignor's right, title and interest in and to the Lease together with all of Assignor's right, title and interest as Sublessor under any and all Subleases thereunder upon the property; and

WHEREAS Assignor wishes to assign all of Assignor's right, title and interest in and to the Lease together with all of Assignor's right, title and interest as Sublessor under any and all Subleases thereunder upon the property.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable considerations receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and between the Assignor and Assignee as follows:

1. Assignor by this instrument does hereby sell, assign, set over and transfer to the Assignees, all of his right, title and interest as Personal Representative of the Estate of Maurice Lopatin in and to that certain lease dated September 5, 1957, recorded in Official Records Book 1020, Page 302, of the Public Records of Broward County, Florida, covering the following described property situated, lying and being in the Town of Lauderdale By the Sea, Broward County, Florida, including thereon subleases of said property to:

Lots 9 and 10 of Block 9, and Lots 9, 10, 22, 23 and 24 of Block 10 of LAUDERDALE BY THE SEA, according to the Plat thereof, recorded in Plat Book 6, Page 2, of the Public Records of Broward County, Florida; and all riparian rights thereunto appertaining; and

BR 25771 PG 3597

PR
(2)
/st

2. Assignee by the acceptance of this Assignment of Lease does hereby assume and agree to carry out all and each of the several terms and conditions of the lease and to perform under said lease in the same manner as through the Assignee were the original lessee thereunder.

IN WITNESS WHEREOF, the Assignee and Assignor have executed this Assignment of Lease this 27th day of November, 1996.
Signed in the presence of:

Frederic M. Klein
Witness: FREDERIC M. KLEIN
Jodie L. Hastings
Witness: JODIE L. HASTINGS

"Assignor"
ESTATE OF MAURICE LOPATIN
By: Marc Lopatin
MARC LOPATIN, Pers. Rep.
of Estate of Maurice Lopatin
2506 Princeton Court
Ft. Lauderdale, FL 33329

Harvey Katz
Witness: HARVEY KATZ
Herbert Jacobs
Witness: HERBERT JACOBS

"Assignee"
CHRISTINA CIOETA IRREVOCABLE TRUST
DATED 12/14/95
By: Marie A. Moore
MARIE A. MOORE, Co-Trustee
3120 N. 46th Avenue
Hollywood, Florida 33021

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

The foregoing instrument was acknowledged before me this 27th day of November, 1996 by MARC LOPATIN, Personal Representative of the Estate of Maurice Lopatin, who is personally known to me or who has produced Florida Driver's License as identification.

Frederic M. Klein
Notary Public
My Commission Expires:

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

Frederic M. Klein
Notary Public, State of Florida
Commission No. CC 427876
My Commission Expires 01/30/99
14000 NOTARY, P.O. Box 1000, Fort Lauderdale, FL 33301

The foregoing instrument was acknowledged before me this 27th day of November, 1996 by MARIE A. MOORE, Co-Trustee of the Christina Cioeta Irrevocable Trust dated 12/14/95, who is personally known to me or who has produced AMERICAN EXPRESS as identification.

COMPANY I.D.

Louis L. Jones 12/2/96
Notary Public
My Commission Expires:

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR



LOUIS L. JONES
MY COMMISSION # CC427876 EXPIRES
June 9, 1997
BROWARD COUNTY, FLORIDA

PK25771FC1598

Return To:
Steven B. Dolchin, Esq.
3864 Sheridan Street
Hollywood, Florida 33021

Instrument Prepared By:
Steven B. Dolchin, Esq.
3864 Sheridan Street
Hollywood, Florida 33021

L.D. (Folio) No.:

Space Above this Line for Recording Data

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS: that We, ANTONIO CIOETA, Trustee of Antonio Cioeta Revocable Living Trust dated January 19, 1989, as General Partner of the CIOETA FAMILY LIMITED PARTNERSHIP, a Florida limited Partnership, as the "Assignor" in consideration of the sum of Ten and 00/100 Dollars, and other good and valuable consideration, hereby assign, transfer and forever set over to ANTINA INVESTMENTS III, INC., a Florida corporation, located at 3120 S.W. 118th Terrace, Davie, FL 33330, as the "Assignee", all right, title and interest in that certain Lease dated September 5, 1957, recorded in Official Records Book 1020, at Page 302 through 311 and Ground Lease recorded in Official Records Book 6060 at Page 1 through 22 of the Public Records of Broward County, Florida, lying in the Town of Lauderdale-by-the-Sea, Broward County, Florida, including thereon all subleases of said property, more particularly described, to wit:

Lots 9 and 10 of BLOCK 9, and Lots 9, 10, 22, 23 and 24 of BLOCK 10 LAUDERDALE-BY-THE-SEA, according to the Plat thereof recorded in Plat Book 6, Page 2 of the Public Records of Broward County, Florida and all riparian rights thereupon.

IN WITNESS WHEREOF, this Assignment of Lease being executed this 2nd day of

July 2007.

Signed, sealed and delivered
in the presence of:

ANTONIO CIOETA, TRUSTEE OF
ANTONIO CIOETA REVOCABLE
LIVING TRUST DATED JANUARY
18, 1989.

Shari L. Roth
Witness Signature

Shari L. Roth
Printed Witness Name

Shirley H. H. H.
Witness Signature

Cindy Giannone
Printed Witness Name

Antonio Cioeta
Antonio Cioeta, as General Partner

Subject to Confidentiality Agreement

2

STATE OF FLORIDA)
)ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ANTONIO CJOETA, Trustee of Antonio Cjoeta Revocable Living Trust dated January 19, 1989, as General Partner of the CJOETA FAMILY LIMITED PARTNERSHIP, to me known (or who produced _____ as identification) to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same.

IN WITNESS WHEREOF, we executed this Assignment of Lease in the County and State on this 27th day of July, 2007.





NOTARY PUBLIC, STATE OF FLORIDA

Subject to Confidentiality Agreement

HJS/pah - 5/17/73

Lauderdale-by-the-Sea, Fla.
Ocean Blvd. (A.L.A.) at ~~WBL~~
Pine Ave.

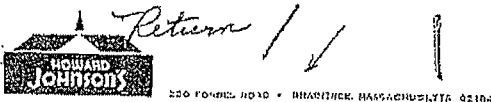
73-157794

DECLARATION OF LEASE

Known all men by these presents that: JAMES N. WALKER, residing at 14 Sunset Drive,
Mt. Vernon, Illinois 62864, with a mailing address of
P.O. Box 444, Harrisburg, Illinois 62946,

hereinafter referred to as Lessor, and Howard Johnson Company (Inc.), a Maryland corporation with a principal office
at One Howard Johnson Plaza, Boston (Dorchester), Massachusetts 02125, hereinafter referred to as Lessee, do hereby
reaffirm unto whom it may concern, and the world will take notice, that under date of September 11, 1973
the said Lessor and Lessee made and entered into a certain lease covering the following described premises:

all that tract or parcel of land lying and being in the City
of Lauderdale-by-the-Sea, County of Broward, State of Florida
at Ocean Drive (A.L.A.) at Pine Avenue, as more particularly
described on Exhibit "A", attached hereto and made a part hereof.



73 AUG 1 AM 9:56
JAMES N. WALKER RECEIVED

That said Lease is now in effect and is for a term of twenty years after the completion of a building on the above
described land with the right and privilege in the Lessee to extend the lease for an additional term of ten years
and for a second additional term of ten years and for a third additional term of ten years, unless sooner
terminated in accordance with the provisions in said lease contained, respective termination by default, or for other
causes; that said lease itself contains the entire contract of leasing and otherwise between the parties, including the
amount of rent, times when said rent shall be paid, and other provisions and covenants as regulate and govern the
relationship of landlord and tenant between the parties; and all persons are hereby put on notice of the existence of
such lease and are referred to the said lease itself for its terms and conditions.

IN WITNESS WHEREOF this Declaration of Lease has been duly executed, under seal, as of June 10, 1973 day of

WITNESSES

Paul Williams
[Signature]
As to Lessor

James N. Walker (seal)
JAMES N. WALKER

LESSOR

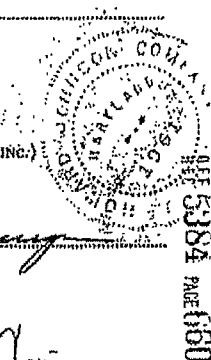
HOWARD JOHNSON COMPANY (INC.)

By [Signature]
President

Janice M. Tucker
Sylvia T. Kaplan
As to Lessee

ATTEST

Joseph V. [Signature]
Secretary
LESSEE



820
11

STATE OF MASSACHUSETTS }
COUNTY OF SUFFOLK } ss.

JYDL 11-69

LESSEE I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Eugene J. Sullivan and Joseph J. Conits known to be the persons described in and who executed the foregoing instrument as the President and Secretary respectively of Howard Johnson Company (Inc.), a Maryland corporation, "Lessee" in the foregoing instrument, and severally they acknowledged before me that they executed the same as such officers, that they were authorized so to do, and that such is the act and deed of said corporation.

WITNESS my hand and official seal at Scituate in said County and State, this 20th day of July, 1973.

My Commission Expires:

Jean L. Callahan
Notary Public, State of Massachusetts

JEAN L. CALLAHAN, Notary Public
Commonwealth of Massachusetts
My Commission Expires June 12, 1980

STATE OF }
COUNTY OF } ss.

INDIVIDUAL LESSOR I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared JAMES N. WALKER

to me well known to be the person(s) described in and who executed the foregoing instrument as "Lessor", and acknowledged before me that he executed the same freely and voluntarily for the purpose herein expressed.

WITNESS my hand and official seal at Scituate, Massachusetts said County and State, this 14th day of July, 1973.

My Commission Expires: 3-14-74

John A. Walker
Notary Public, State of

STATE OF }
COUNTY OF } ss.

CORPORATE LESSOR I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared and to me known and known to be the persons described in and who executed the foregoing instrument as the and respectively of corporation, "Lessor" in the foregoing instrument, and they severally acknowledged before me that they executed the same as such officers, that they were authorized so to do, and that such is the act and deed of said corporation.

WITNESS my hand and official seal at said County and State, this day of 19.....

My Commission Expires:

.....
Notary Public, State of

FILE 5384 PAGE 661

Lots 11, 12, 13, 14, 15, 16, 17, 18 and 19 in Block 10, and Lots 14, 15, 16 and 17 in Block 9 of LAUDERDALE BY THE SEA, according to the plat thereof, recorded in Plat Book 6, Page 2, of the public records of Broward County, Florida; ALSO all of that parcel of land, if any bounded on the West by the Easterly line of said Lots 14, 15, 16 and 17 of said Block 9, bounded on the East by the Atlantic Ocean, bounded on the North by the North line of Lot 17 of said Block 9 extended Easterly to the Atlantic Ocean and bounded on the South by the South line of Lot 14 of said Block 9 extending Easterly to the Atlantic Ocean; said land fronting on the Atlantic Ocean; together with all riparian, littoral and shore rights thereunto belonging or in anywise appertaining.

Exhibit "A"

RECORDED IN THE OFFICIAL RECORDS BOOKS
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
COUNTY COMPTROLLER

REF 5384 PAGE 662

Subject to Confidentiality Agreement