



100 W. Atlantic Blvd Pompano Beach, FL 33060
 Phone: 954.786.4668 Fax: 954.786.4666

**Community Residence &
 Recovery Community**

Staff Review

PROPERTY ADDRESS (of the Subject Property): 601 N Ocean Blvd	Zoning District: RM-20
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Date Received: 2/14/2019	Date Use Established: (if prior to 6/12/2018)
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# of Dwelling Units	14	C/O confirmed for multi-family:	<input checked="" type="radio"/> Yes	Minimum Duration of Residency	<input type="radio"/> No Minimum
			<input type="radio"/> No		<input checked="" type="radio"/> 20 Days
Total # of Bedroom	14	# of Residents	0 Live-in Staff	Maximum Duration of Residency	<input type="radio"/> No Maximum
			26 # with disabilities		<input checked="" type="radio"/> 45 Days
Minimum number of off-street parking spaces required on site and/or at remote location(s):					21

Yes	No	N/A	Use-Specific Standards:			
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Complies with the applicable separation from other similar uses (660 feet or 1,200 feet)			
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	The operator is licensed or certified by the State of Florida: DCF			
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Special Exception required: proposed use is located within spacing distance of an existing community residence or recovery community.			
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Special Exception required: there is no state license or certification available for the proposed use			
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Licensed by state and allowed by state statute to house up to 14 people as of right (reasonable accommodation not required for up to 14 occupants)			
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Special Exception Obtained	Meeting Date:		P&Z #:
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Reasonable Accommodation Obtained	Meeting Date:		P&Z #:

Neighboring Uses (attach Map):

Name/ Address of Family Community Residence, Transitional Community Residence or Recovery Community:		Distance from Proposed Community Residence
Oceanside Housing	3204 NE 7 Street	475 Ft
Oceanside Housing	626 N Riverside Drive	575 Ft

Proposed Use is:	Recovery Community (155.4203. B.)
Licensing/ Certification Status	A state license to operate the proposed community residence



City of Pompano Beach
 Department of Development Services
 Business Tax Receipt Division

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**Community Residence &
 Recovery Community**

FOR PLAN REVIEWER ONLY (DO NOT WRITE BELOW THIS LINE)									
FINDINGS:	Minimum Off-Street Parking	Required:	21	Provided:	12	Deficient:	9		
	Minimum Separation from Existing Uses:	Required:	1200	Provided:	475	Deficient:	0		
	Complies with the occupancy standards in the City's Rental Housing Code (Chapter 153)			In Compliance	<input checked="" type="radio"/>	NOT in Compliance	<input type="radio"/>	Not Applicable	<input type="radio"/>
	Applicant has been issued required state license or certificate or provisional certificate			In Compliance	<input checked="" type="radio"/>	NOT in Compliance	<input type="radio"/>	Not Applicable	<input type="radio"/>
	Use conforms with the applicable spacing distance or has obtained the <i>required special exception required</i>			In Compliance	<input type="radio"/>	NOT in Compliance	<input type="radio"/>	Not Applicable	<input checked="" type="radio"/>
	<i>Special Exception</i> has been obtained, as no license or certification is available for this use			In Compliance	<input type="radio"/>	NOT in Compliance	<input type="radio"/>	Not Applicable	<input checked="" type="radio"/>
	Applicant has obtained the required reasonable accommodation approval			In Compliance	<input type="radio"/>	NOT in Compliance	<input type="radio"/>	Not Applicable	<input checked="" type="radio"/>
Comments:	<p>The applicant has been operating at this location, prior to the adoption of the Ordinance and the operator has been licensed prior to March 1, 2019.</p> <p>See emails attached.</p>								
Reviewed by:				Date:		Date Applicant Notified:			
				4/19/2019		4/19/2019			
<input checked="" type="radio"/>	Approved. The information submitted by the applicant has demonstrated compliance with all applicable regulations.								
<input type="radio"/>	Conditional Approval. Applicant has met all requirements of the Zoning Code and has a provisional certification from FARR. Applicant must provide the City with a copy of the annual certificate within 90 days.								
<input type="radio"/>	Denied. Application is denied for the following reason(s):								
Comments	<input type="checkbox"/>	Lacks certification or required license	<input type="checkbox"/>	Not allowed as of right					
	<input type="checkbox"/>	Not eligible for a conditional use permit	<input type="checkbox"/>	Not a community residence for people with disabilities					
	<input type="checkbox"/>	Does not comply with Housing Code	<input type="checkbox"/>	Does not meet off-street parking minimum					
	<input type="checkbox"/>	Does not meet requirements to recertify existing reasonable accommodation							

601 N. Ocean Blvd., LLC

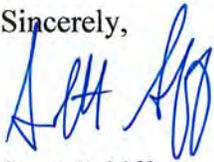
April 8, 2019

RE: Recovery Community Application

Dear Daniel Keester,

This Letter is to confirm that I consent to Holistix Treatment Centers, to reside and operate out of my 601 N Ocean Blvd. property. If you have any additional question or concerns, please email mt@schiffprop.com.

Sincerely,



Scott Schiff
Owner

Daniel Keester

From: Daniel Keester
Sent: Thursday, April 4, 2019 10:52 AM
To: 'draufman@optreum.org'
Cc: 'fzofay@holistixtreatment.com'
Subject: RE: Recovery Community Application - 601 N Ocean Blvd

Duchess,

Thank you for taking my call! Please review the email, originally sent on March 8th, with this one outstanding issue – so that I may approve this application.

Let me know if you have any questions!



Please be advised, effective August 2nd, the Hours of **City Hall** will be open: Monday – Friday, 7 AM – 6 PM
Individual Work Schedules may vary, I will be in the office: Tuesday – Friday, 7 AM – 6 PM

From: Daniel Keester
Sent: Thursday, April 4, 2019 10:49 AM
To: 'draufman@oppreum.org' <draufman@oppreum.org>
Cc: 'fzofay@holistixtreatment.com' <fzofay@holistixtreatment.com>
Subject: FW: Recovery Community Application - 601 N Ocean Blvd

Duchess,

Thank you for taking my call! Please review the email, originally sent on March 8th, with this one outstanding issue – so that I may approve this application.

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From: Daniel Keester
Sent: Friday, March 8, 2019 2:42 PM

To: 'fzofay@holistixtreatment.com' <fzofay@holistixtreatment.com>

Subject: RE: Recovery Community Application - 601 N Ocean Blvd

Mr. Zofay,

I apologize for sending this 3 times; however, the email address provided for the property owner is not correct. Please confirm receipt of this email, and if you are able to forward it to the property owner, please do so. As I mentioned in my original email, I spoke with Dutchess, the Compliance Manager, but we did not exchange emails.



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From: Daniel Keester

Sent: Friday, March 8, 2019 2:40 PM

To: 'dstatlander@statlandbrown.com' <dstatlander@statlandbrown.com>; 'fzofay@holistixtreatment.com' <fzofay@holistixtreatment.com>

Cc: 'dstatlander@statlandbrown.com' <dstatlander@statlandbrown.com>

Subject: RE: Recovery Community Application - 601 N Ocean Blvd

Resending, with corrected email.



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From: Daniel Keester

Sent: Friday, March 8, 2019 2:39 PM

To: 'dstatlander@statlandbrown.com' <dstatlander@statlandbrown.com>; 'fzofay@holistixtreatment.com' <fzofay@holistixtreatment.com>

Subject: Recovery Community Application - 601 N Ocean Blvd

Mr. Statlander,

I met with Dutchess (786-299-2682) regarding an application that was submitted for a Recovery Community, at 601 N Ocean Blvd... Unfortunately, she did not provide me with an email address for me to send this to. I have had the opportunity to review the application with the Director of Development Services. I am prepared to approve the application that you've submitted; however, there is one minor question I have regarding the authorization to sign... Below, you will find my comments that must be addressed/ clarified, in order to complete the review:

- 601 N Ocean Blvd – the application submitted has indicated that at this property with ten (10) dwelling units, there are fourteen (14) bedrooms, and a maximum projected resident population of twenty-six (26). You’ve indicated that there are 12 parking spaces.
 - The property owner is listed on the Broward County Property Appraiser, as “601 N OCEAN LLC” but the letter submitted is signed off by the registered agent: Daniel Statlander. Since you are not listed as a corporate officer, we would require that you either submit a letter from the property owner (or a corporate officer), authorizing you to submit this application, or another letter of a Power of Attorney must be submitted (*by the property owner or a corporate officer*) authorizing you to sign on their behalf.

I’ve attached to this email a print out of the corporation listed above, that includes the Corporate Officers. I’m sorry for the technicality, but once this issue is resolved I should be able to approve the application. **Please provide responses to this information by replying to this email or submitting the additional documents to the Business Tax Receipt counter.** Should you have any questions, please feel free to give me a call.



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Daniel Keester

From: Daniel Keester
Sent: Tuesday, April 9, 2019 9:29 AM
To: 'Duchess Raufman'
Cc: Cindy Dunn
Subject: RE: Holistix Treatment Center

Thank you, Duchess.

We'll need the original copy of the signed letter, sent to our office. If you are mailing it in, please send it to my attention:

City of Pompano Beach
Development Services Department
Attn: Daniel Keester-O'Mills, Principal Planner
100 W Atlantic Blvd, Room 354
Pompano Beach, FL 33060



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From: Duchess Raufman <draufman@optreum.org>
Sent: Tuesday, April 9, 2019 9:20 AM
To: Daniel Keester <Daniel.Keester@copbfl.com>
Cc: Cindy Dunn <cdunn@optreum.org>
Subject: Holistix Treatment Center

EXTERNAL Email: Do not reply, click links, or open attachments unless you recognize the sender's **EMAIL ADDRESS** as legitimate and know the contents are safe.

Good Morning,

Attached is the letter from the Owner for the 601 N ocean Blvd property. If you have any additional questions or concerns please contact me.

Best Regards,

Duchess Raufman MS MHC
Director of Compliance

Optreum, LLC

Corporate Office:

1701 Green Rd. Suite C

Pompano Beach, FL 33064



License Year 2019

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Community Residence & Recovery Community Application

Lying or misrepresentation in this application can lead to revocation. (155.8402.B. Revocation of Approval)

PROCEDURE:

Submit this completed application to the Business Tax Receipt Office or send the completed application to the Business Tax Receipt Division to the attention of the Business Tax Receipt Division. Staff will process the application, and it will be routed to a planner for review. Inspections shall be made by appointment with the 24-hour contact person you identify on the final page of this application, following the approval of the application.

APPLICATION CHECKLIST: The following documentation shall be submitted with this completed application:

Submittal Requirement	Contact
<input checked="" type="checkbox"/> A copy of the state license with the State of Florida to operate the proposed community residence (when applicable)	State of Florida Department of Health <u>Address:</u> 4052 Bald Cypress Way Tallahassee, FL 32399 <u>Phone:</u> 850-245-4277 <u>Website:</u> http://www.floridahealth.gov/
<input type="checkbox"/> A copy of the Oxford House's "Conditional Charter Certificate" or "Permanent Charter Certificate" (when applicable)	Oxford House, Inc. <u>Address:</u> 1010 Wayne Avenue, Suite 300 Silver Spring, MD 20910 <u>Phone:</u> (800) 689-6411 <u>Website:</u> http://www.oxfordhouse.org/userfiles/file/index.php
<input type="checkbox"/> A copy of the provisional certification to operate the proposed community residence or recovery community (when applicable)	Florida Association of Recovery Residences <u>Address:</u> 326 W Lantana Rd., Suite 1 Lantana, FL 33462 <u>Phone:</u> (561) 299-0405 <u>Website:</u> http://farronline.org/
<input type="checkbox"/> A copy of the certification or license to operate the proposed community residence or recovery community (when applicable)	Florida Association of Recovery Residences <u>Address:</u> 326 W Lantana Rd., Suite 1 Lantana, FL 33462 <u>Phone:</u> (561) 299-0405 <u>Website:</u> http://farronline.org/
<input type="checkbox"/> A copy of the certification or license to operate the proposed assisted living facility (when applicable)	Agency for Health Care Administration <u>Address:</u> 2727 Mahan Drive MS #30 Tallahassee, FL 32308 <u>Phone:</u> (850) 412-4304 <u>Website:</u> http://ahca.myflorida.com/
<input type="checkbox"/> A copy of the standard rental/lease agreement to be used when contracting with occupants.	
<input checked="" type="checkbox"/> Detailed exterior site plan identifying property lines, parking spaces, storage area of garbage receptacles, screening of garbage receptacles, fences, and other similar accessory features.	
<input checked="" type="checkbox"/> Detailed interior floor plan identifying all bedrooms (with dimensions excluding closets), exits and location of fire extinguishers. <i>(fill in the information required on the table on page 4 of this application)</i>	
<input type="checkbox"/> A letter of authorization that is notarized by the property owner or corporate officer (if the property is owned by a partnership, corporation, trust, etc. or the application is being submitted on behalf of the owner by an authorized representative.)	
<input checked="" type="checkbox"/> A copy of the development order, approving a Special Exception, for the proposed use (if applicable).	
<input checked="" type="checkbox"/> A copy of the order, approving Reasonable Accommodations, for the proposed use (if applicable).	



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Family (Chapter 155 Article 9 Part 5)

An individual or two or more persons related by blood, marriage, state-approved foster home placement, or court-approved adoption—or up to three unrelated persons—that constitute a single housekeeping unit. A family does not include any society, nursing home, club, boarding or lodging house, dormitory, fraternity, or sorority.

Family Community Residence (155.4202. H.)

A family community residence is a community residence that provides a relatively permanent living arrangement for people with disabilities where, in practice and under its rules, charter, or other governing document, does not limit how long a resident may live there. The intent is for residents to live in a family community residence on a long-term basis, typically a year or longer. Oxford House is an example of a family community residence.

Transitional Community Residence (155.4202. I.)

A transitional community residence community residence is a community residence that provides a temporary living arrangement for four to ten unrelated people with disabilities with a limit on length of tenancy less than a year that is measured in weeks or months as determined either in practice or by the rules, charter, or other governing document of the community residence. A community residence for people engaged in detoxification is an example of a very short-term transitional community residence.

Recovery Community (155.4203. B.)

A recovery community consists of multiple dwelling units in a single multi-family structure that are not held out to the general public for rent or occupancy, that provides a drug-free and alcohol-free living arrangement for people in recovery from drug and/or alcohol addiction, which, taken together, do not emulate a single biological family and are under the auspices of a single entity or group of related entities. Recovery communities include land uses for which the operator is eligible to apply for certification from the State of Florida. When located in a multiple-family structure, a recovery community shall be treated as a multiple family structure under building and fire codes applicable in Pompano Beach.

Licensing and Certification

<input type="checkbox"/>	Family Community Residence	<input type="checkbox"/>	Transitional Community Residence	<input type="checkbox"/>	Recovery Community	<input type="checkbox"/>	Assisted Living Facility	<input type="checkbox"/>	Other: _____
<input type="checkbox"/>	Agency has issued a certification, provisional certificate or license to operate the community residence as a:								
<input type="checkbox"/>	FARR Certification Level (if applicable)								
<input checked="" type="checkbox"/>	Name of State Licensing or Certification Agency:							D.C.F	
<input type="checkbox"/>	Statutory number under which license is required:								

Describe the general nature of the resident's disabilities (developmental disabilities, recovery from addiction, mental illness, physical disability, frail elderly, etc.) *Do not discuss specific individuals:*

We are currently seeking reasonable accommodation in order to effectively treat our clients dealing with special needs. Our objective is to educate and bring awareness to our clients

Not submitting Application. B. L. H. Ch. 19



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Community Residence & Recovery Community Application

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STREET ADDRESS (of the Subject Property): <u>601 N. Ocean Blvd Pompano Beach 33062</u>						FOLIO #:	
# of Live-in Staff			<u>0</u>	Maximum # of Residents (Licensed)			<u>26</u>
Minimum Duration of Residency				Maximum Duration of Residency			
Day(s)	Month(s)	Year(s)	No Minimum	Day(s)	Month(s)	Year(s)	No Maximum
<u>90</u>			<input type="checkbox"/>	<u>45</u>			<input type="checkbox"/>
# of Bedrooms			<u>14</u>	# of Dwelling Units			
Will the residents be able to maintain a motor vehicle?						No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>
# of Parking Spaces On-Site			<u>12</u>	# of Parking Spaces Off-Site (if applicable)			
Has a certification been applied for and a provisional certification been issued?						No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
Special Exception # (if applicable)				Date Provisional certification was issued (if applicable):			

Property Owner (Please Print)	Applicant / Agent Information (Complete if the applicant / agent is not the owner of the property)
Business Name (if applicable): <u>Eretzor Investments 14, LLC</u>	Business Name (if applicable): <u>Holistix Treatment Center</u>
Print Name and Title: <u>Daniel Statlander</u>	Print Name and Title: <u>Francis Zofay CEO</u>
Mailing Street Address: <u>7300 West Camino Real, Suite 201</u>	Mailing Street Address: <u>1701 Green Road Suite C</u>
Mailing Address City/ State/ Zip: <u>Boca Raton, FL 33432</u>	Mailing Address City/ State/ Zip: <u>Deerfield Beach, FL 33064</u>
Primary Phone Number: <u>561-542-7338</u>	Primary Phone Number: <u>561-436-3732</u>
Secondary/ Cell Phone Number:	Secondary/ Cell Phone Number: <u>561-436-3732</u>
Email: <u>dstatlander@statlandbrown.com</u>	Email: <u>FZofay@holistixtreatment.com</u>

**Describe the general nature of the resident's disabilities
(recovery from addiction)**

At Holistix Treatment Center, recovery is a process of change through which people improve their health and wellness, live self-directed lives, and strive to reach their full potential free from addiction. Even people with severe and chronic substance use disorders can, with help, overcome their illness and regain health and social function. The most appropriate form of treatment comes from having a Recovery Community Residence, where education and wellness can be brought to our clients.

Clients come to us who have lost control of their drug and/or alcohol use. Individuals have often become isolated from family and friends, have difficulties at work and school. Giving our clients a space to grow in a physically and emotionally safe environment for discussing the needs, feelings and sustaining recovery-supportive connections help to support recovery from addiction.



City of Pompano Beach
Department of Development Services

License Year 2019

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Community Residence & Recovery Community Application

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Number of Occupants:

Bedroom	Dimensions of each bedroom (excluding closets) in feet:		Total Square feet in bedroom (excluding closets)	Number of residents (including any live-in staff) to sleep in each bedroom	Total gross floor area of all habitable rooms
	Width (ft)	X Length (ft)	Area (ft ²)		
1	156	168	324	2	If you're unsure how to measure this, ask City staff for instructions. Print the total gross floor area in the cell below:
2	156	168	324	2	
3	156	168	324	2	
4	TECH	OFFICE	348	0	
5	156	168	324	2	
6	156	168	324	2	
7	156	168	324	2	
8	N/A	N/A	N/A	N/A	
Totals				<u>12</u> Residents	<u>8256</u> Square feet

First Floor, **Please return this completed application to:**

Development Services Department
100 West Atlantic Boulevard Room 352
Pompano Beach, FL 33060

Questions? Need assistance?
Call city staff at (954) 786-4679



City of Pompano Beach
Department of Development Services

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Number of Occupants:

Bedroom	Dimensions of each bedroom (excluding closets) in feet:		Total Square feet in bedroom (excluding closets)	Number of residents (including any live-in staff) to sleep in each bedroom	Total gross floor area of all habitable rooms
	Width (ft)	Length (ft)	Area (ft ²)		
1	150	108	324	2	If you're unsure how to measure this, ask City staff for instructions. Print the total gross floor area in the cell below:
2	150	108	324	2	
3	150	108	324	2	
4	150	108	324	2	
5	150	108	324	2	
6	150	108	324	2	
7	150	108	324	2	
8	N/A	N/A	N/A	0	
Totals				<u>14</u> Residents	<u>8256</u> Square feet

FLOOR TWO

Please return this completed application to:

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100 West Atlantic Boulevard Room 352
Pompano Beach, FL 33060

Questions? Need assistance?
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**Community Residence &
Recovery Community Application**

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Local 24 Hour Contact Affidavit

In accordance with the responsibilities of a 24-hour contact person as provided for in § 153.33(F), the responsibilities of the 24-hour contact person include:

- Be available and have the authority to address or coordinate problems associated with the property 24 hours a day, 7 days a week;
- Monitor the entire property and ensure that it is maintained free of garbage and refuse; provided however, this provision shall not prohibit the storage of garbage and litter in authorized receptacles for collection;
- See that provisions of this section are complied with and promptly address any violations of this section or any violations of law, which may come to the attention of the 24-hour contact person and
- Inform all occupants prior to occupancy of the property regulations regarding parking, garbage and refuse, and noise.

I certify that I have read and understand the information contained on this affidavit, and that to the best of my knowledge such information is true, complete, and accurate.

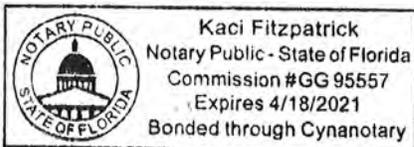
BEFORE ME, the undersigned authority, personally appeared Gianni Fugazy (PRINT NAME)
Who after being duly sworn, deposes and says: That I am the person whose signature appears below, and that the information I have provided above in this document is true and correct.

24 Hour Contact	Property Owner	Responsible Party	Other (below)
Business Name (if applicable): <u>Holistix Treatment Centers</u>		Print Name and Title: <u>Gianni Fugazy Housing Director</u>	
Physical Street Address of Home or Business: <u>6261 W. Atlantic Blvd Margate, FL 33063</u>		Address City/ State/ Zip: <u>601 N. Ocean Blvd. Pompano Beach 33062</u>	
Primary Phone Number: <u>954-491-3413</u>		Secondary/ Cell Phone Number: <u>914 414-2294</u>	
Signature: 		Date: <u>1-24-19</u>	

SWORN TO AND SUBSCRIBED before me this 24 day of January, 2019, in Pompano Beach, Broward County, Florida.

Notary Public
Seal of Office

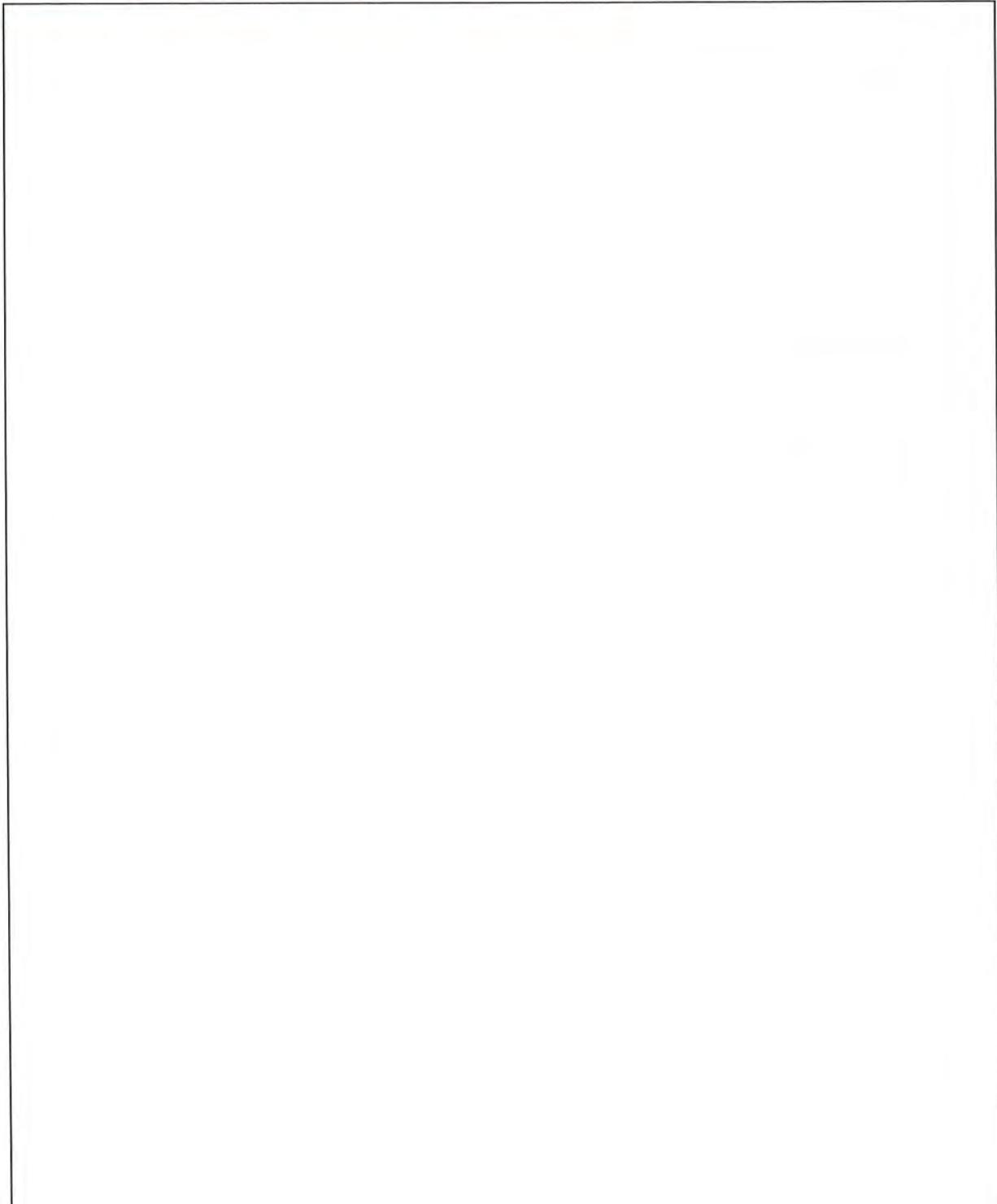
Notary Public, State of Florida
Kaci Fitzpatrick
(Print Name of Notary Public)



Type of identification Produced: Personally Known
Produced Identification



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





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

Detail by Entity Name

Florida Limited Liability Company
STATELAND BROWN, L.L.C.

Filing Information

Document Number	L05000051952
FEI/EIN Number	20-5925850
Date Filed	05/24/2005
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	04/24/2008
Event Effective Date	NONE

Principal Address

7300 W Camino Real
Suite 201
BOCA RATON, FL 33433

Changed: 02/03/2015

Mailing Address

7300 W Camino Real
Suite 201
BOCA RATON, FL 33433

Changed: 02/03/2015

Registered Agent Name & Address

STATLANDER, DANIEL
7300 W Camino Real
Suite 201
BOCA RATON, FL 33433

Name Changed: 09/11/2007

Address Changed: 02/03/2015

Authorized Person(s) Detail

Name & Address

Title MGRM

STATLANDER, DANIEL

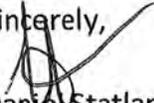


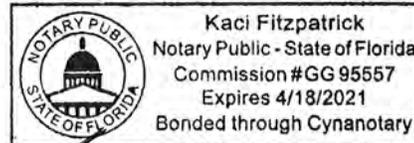
Add: 7300 West Camino Real, Boca Raton, FL 33433
Tel: 561-245-8722 Fax:561-424-8004

To Whom It May Concern:

We, Eretzor Investments, LLC, hereby confirm that Holixtix Treatment Center may reside at the residence below:

601 N Ocean Blvd, Pompano Beach, FL 33062

Sincerely,

Daniel Statlander



 2/13/2019
Kaci Fitzpatrick

License Number
LIC-1046719

State of Florida
Department of Children and Families
CERTIFIES
HOLISTIX BY THE SEA, LLC

is licensed in accordance with Chapter 397, Florida Statutes to provide substance abuse services for

Day or Night Treatment with Community Housing

located at:

Site: Holistix By The Sea
DBA Holistix Treatment
Centers

6261 W ATLANTIC BLVD
MARGATE, FL 33063-5128



Signature Date: 12/3/2018

Effective Date: 9/7/2018

Expiration Date: 9/6/2019

License Type: Regular

Sarah Liccardi

"This license was issued based, in part, on the survey report of a Department recognized accrediting organization"

Floor Plan, 1st Floor



ge
 ARCHITECTURE, INC.
 Architect, Planner and
 Designer
 AA-38000004
 206 West 1st St. #2nd Fl.
 Pompano Beach, FL 33061
 TEL: 954-781-2311
 FAX: 954-781-2311
 WWW: WWW.GEARCHIT.COM

PROJECT NO. 0000000000
 DATE: 03/21/2011
 DRAWN BY: JRM
 CHECKED BY: JRM
 PROJECT: RENOVATION
 CONTRACTOR: [REDACTED]

LYEC
 LICENSED PROFESSIONAL ENGINEER
 STATE OF FLORIDA
 LICENSE NO. 12000
 EXPIRES 12/31/2011
 PROJECT NO. 0000000000
 DATE: 03/21/2011
 DRAWN BY: JRM
 CHECKED BY: JRM
 PROJECT: RENOVATION
 CONTRACTOR: [REDACTED]

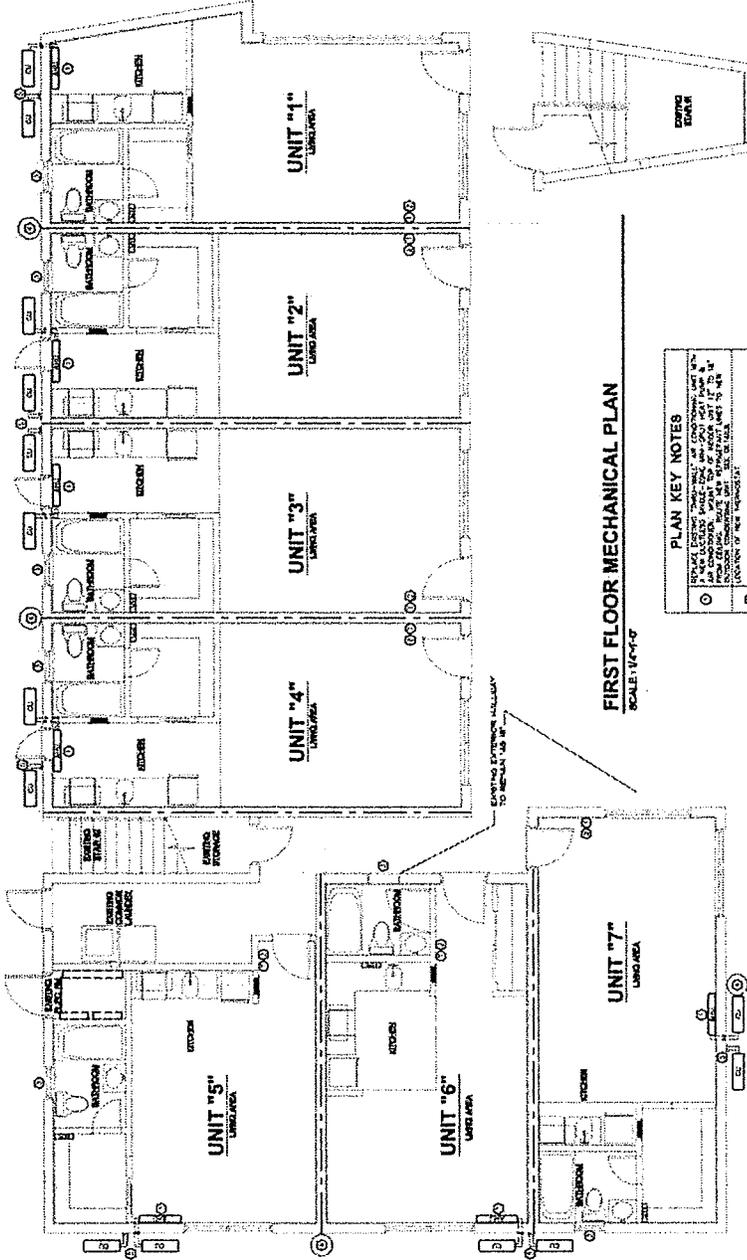
PROJECT TITLE
**INTERIOR
 RENOVATION
 POMPAÑO BEACH
 APARTMENTS**

POMPAÑO BEACH, FL
 CLIENT: [REDACTED]
 WORKING: [REDACTED]
 PROJECT COMPLETION: 5/1/11

FILE NUMBER
 11000_01
**FIRST FLOOR
 MECHANICAL
 PLAN**

DATE: 3/21/2011
 DRAWN BY: JRM
 CHECKED BY: JRM
 PROJECT NUMBER: 0000000000

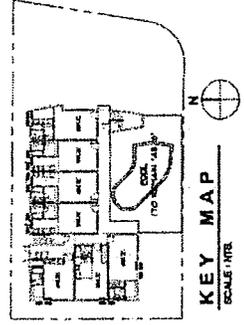
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FIRST FLOOR MECHANICAL PLAN
 SCALE: 1/4"=1'-0"

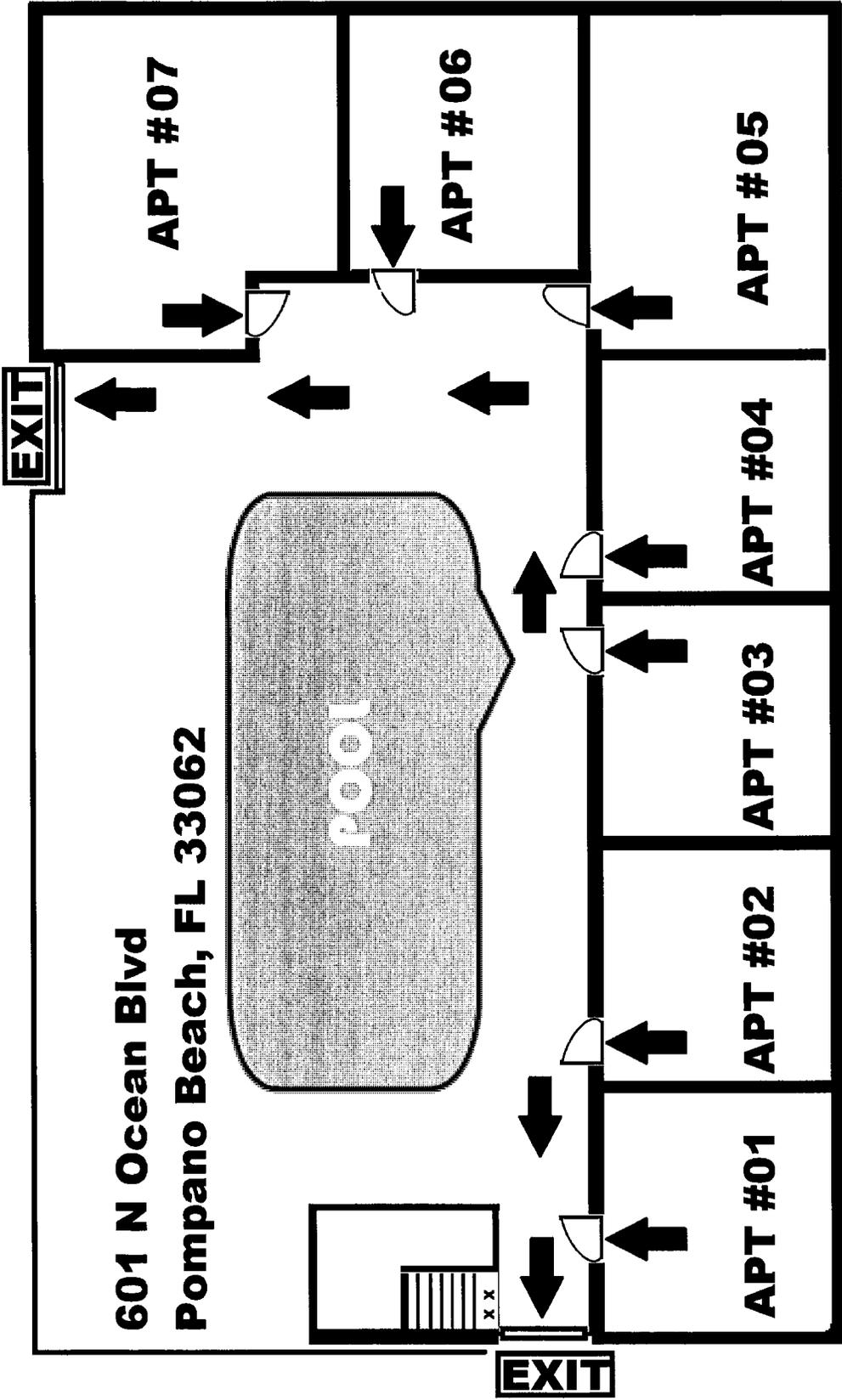
PLAN KEY NOTES

1. ALL MECHANICAL SYMBOLS ARE TO BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CODES AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
2. ALL MECHANICAL SYMBOLS ARE TO BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CODES AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
3. ALL MECHANICAL SYMBOLS ARE TO BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CODES AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
4. ALL MECHANICAL SYMBOLS ARE TO BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CODES AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
5. ALL MECHANICAL SYMBOLS ARE TO BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CODES AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.



KEY MAP
 SCALE: NTR

NOTE
 THESE DRAWINGS ARE PREPARED FOR THE CLIENT'S USE ONLY. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.

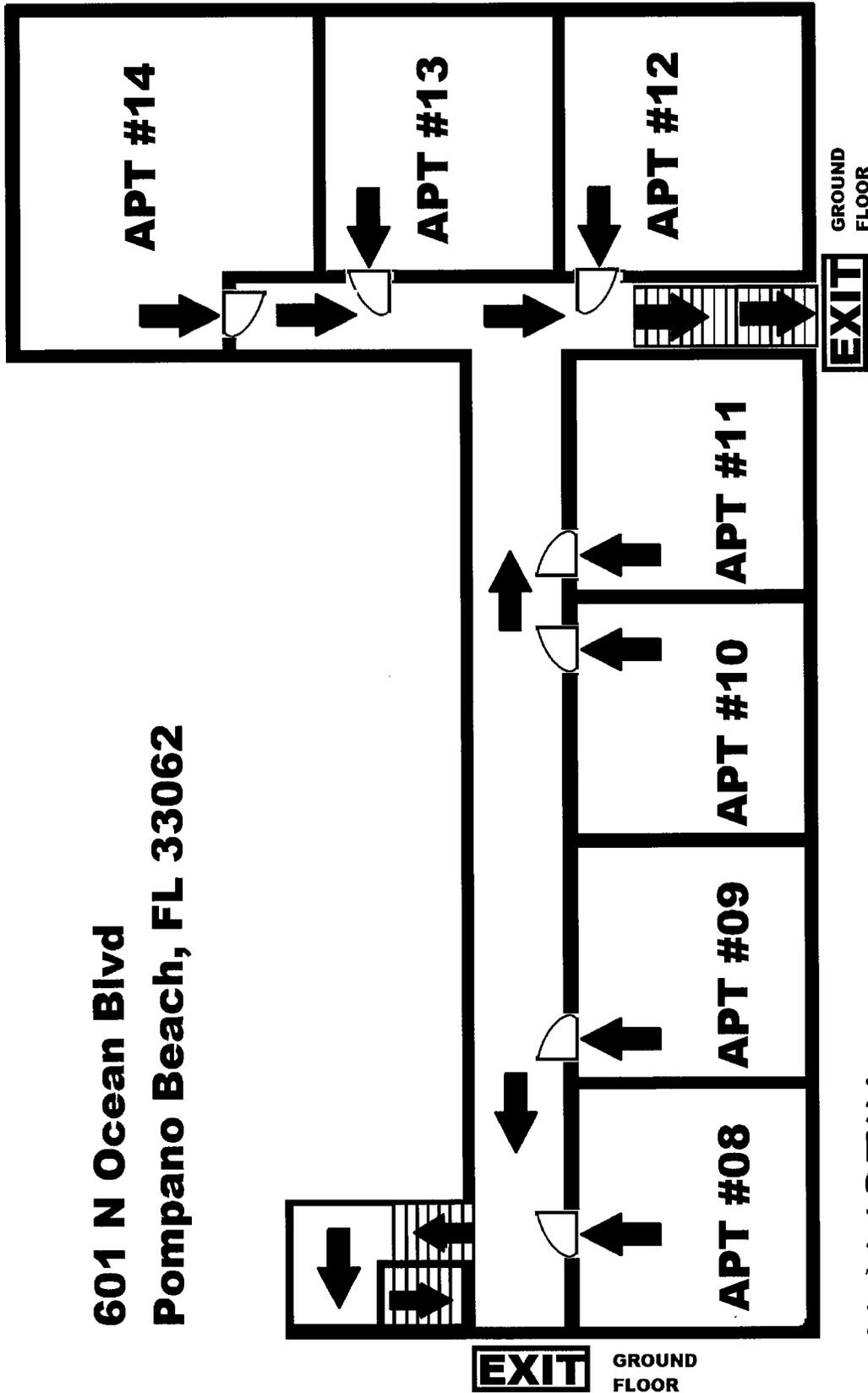


**601 N Ocean Blvd
Pompano Beach, FL 33062**

HOLISTIX
TREATMENT CENTERS

FIRST FLOOR FIRE EVACUATION PLAN

**601 N Ocean Blvd
Pompano Beach, FL 33062**



HOLISTIX
TREATMENT CENTERS

SECOND FLOOR FIRE EVACUATION PLAN

Fax Cover Sheet

To: Dan at Stateland Brown

Fax: 561-424-8004

From: Francis Zofay

Date: 12-27-16

Re: Lease (Property – 601 N Ocean Blvd) **Pages:** 15 (including cover sheet)

Cc:

Urgent

For Review

Please Comment

Please Reply

Please Recycle

Comments:

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Send Result Report



MFP
KM-4050

Firmware Version 2GR_2000.035.002 2010.07.23

Job No. : 087020 Total Time : 0°09'36" Page : 013

Completed

Document : doc20161227110840

Fax Cover Sheet

To: Dan at Stateland Brown **Fax:** 561-424-8004

From: Francis Zofay **Date:** 12-27-16

Re: Lease (Property – 601 N Ocean Blvd) **Pages:** 15 (including cover sheet)

Cc:

No.	Date and Time	Destination	Times	Type	Result	Resolution / ECM
001	12/27/2016 11:09	15614248004	0°09'36"	FAX	OK	200x200 Fine / Off

COMMERCIAL LEASE

THIS LEASE ("Lease") dated July 1, 2016 (the "Effective Date") is made by and between Eretzor Investments 14, LLC ("Landlord"), and Holistix By the Sea, LLC, a Florida limited liability company, LLC ("Tenant") (FEI/EIN 90-0867060) ("Tenant").

WITNESSETH:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises described below for the term and subject to the terms, covenants and conditions hereinafter set forth:

1. **DEFINITIONS.** Unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified:
 - 1.1 **Additional Rent:** All monies required to be paid by Tenant to Landlord under this Lease other than Base Rent
 - 1.2 **Base Rent:** The base rent shall be Seventeen Thousand Five Hundred Dollars (\$17,500.00) per month (plus all applicable sales tax), which shall increase by three percent (3.00%) annually on the yearly anniversary of the Rent Commencement Date during the Term.
 - 1.3 **Building:** Collectively, the buildings and other improvements on the Premises.
 - 1.4 **Commencement Date:** February 1, 2017.
 - 1.5 **Common Areas:** All facilities furnished by Landlord and designed for the general use, in common, of occupants of the Building, including Tenant, their respective officers, agent's employees and customers, including but not limited to any of the following which may be furnished by Landlord such as parking areas, driveways, entrances and exits thereto and landscape areas. All such areas shall be subject to the exclusive control, administration and management of Landlord and Landlord shall have the right from time to time to change the area, level, location, amount and arrangement of such parking areas, if any, and other facilities referred to above, to restrict parking by Tenants and their employees and to make all reasonable rules and regulations pertaining thereto for the proper operation and maintenance of the Common Areas.
 - 1.6 **Deposit:** The sum of \$52,500.00, will be due upon execution of Lease by Tenant. This amount includes first month's rent inclusive of Florida Sales Tax (\$18,550.00) (the "Prepaid Rent Deposit"), and a security deposit (\$35,000.00) (the "Security Deposit").
 - 1.7 **Guarantor:** Francis Zofay.
 - 1.8 **Governmental Authority:** Any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of same having jurisdiction over the Premises, Landlord or Tenant.
 - 1.9 **Governmental Requirement:** Any law, enactment, statute, code, ordinance, rule regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued applicable to the Premises.
 - 1.10 **Parties:** Shall mean the Tenant, Landlord and Guarantor.
 - 1.11 **Premises:** the real property located at 601 North Ocean Boulevard, Units 1-14, Pompano Beach, FL 33062

1.12 Permitted Purpose: Tenant shall lease the units to subtenants, as Tenant may select, as set forth herein, to individuals for residential purposes only in accordance with all applicable zoning and land use laws for all Governmental Authorities and that is in compliance with all Governmental Requirements. Any subtenants or occupants of the Premises may not conduct any illegal activity on the Premises.

1.13 Rent Commencement Date: The Rent Commencement Date shall be the same date as the Commencement Date.

1.14 Term: That time period between the Rent Commencement Date and the Termination Date. Hereafter, all references to the "Term" of this Lease shall be deemed to be a reference as well to such additional periods of time, if any, for which the Term may be extended.

1.15 Termination Date/Renewal Date: The date that is ten (10) calendar years from the Rent Commencement Date, unless extended pursuant to Section 45. Should the Rent Commencement Date fall on any day other than the 1st day of a calendar month, then the Termination Date shall be the last day of the preceding month in which the Commencement Date occurred.

2. USE/COMPLIANCE. Tenant shall use the Premises solely for the Permitted Purpose, and for no other purpose whatsoever. The foregoing is a material consideration to Landlord in entering into this Lease. Tenant shall not do, bring, keep or permit to be done in, on or about the Premises, nor bring, keep or permit to be brought therein, anything which is prohibited by, or will, in any way conflict with any Governmental Requirement or cause a cancellation or an increase in the rate of any insurance policy covering the Premises. Tenant shall not do or permit anything to be done in, on or about the Premises for any improper, immoral, or unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, or about the Premises or commit or suffer to be committed any waste in, on or about the Premises. Except as specifically set forth herein, Landlord makes no representation or warranty whatsoever and otherwise conveys the Property AS IS as it pertains to any Governmental Requirements that govern the use of the Property, and Tenant shall conduct its own due diligence with regard to same. Landlord shall make availability all designated parking assigned to the Property for the use of the Tenant and its guests.

3. RENT.

3.1 The term "Rent" as used in this Lease, shall include the Base Rent, and all other items, costs and expenses identified herein as "Additional Rent", together with all other amounts payable by Tenant to Landlord under this Lease. Beginning on the Rent Commencement Date, Tenant shall pay each monthly installment of Rent (plus all sales taxes from time to time imposed by any Governmental Authority in connection with rents paid by Tenant under this Lease), in advance on the first calendar day of each month during the Term. Monthly installments for any fractional calendar month, at the beginning or end of the Term, shall be prorated based on the number of days in such month that fall during the Term. Tenant shall pay all Rent, without demand, deduction or set off, to Landlord at the place specified for notice in Section 25 below. Tenant also shall pay a late charge ("Late Charge") equal to five percent (5%) of the amount of any delinquent installment of Rent as an administrative fee with each payment of Rent not paid within five (5) days after same is due hereunder. The provisions herein for a Late Charge shall not be construed to extend the date for payment of any sums required to be paid by Tenant hereunder or to relieve Tenant of its obligations to pay all such items at the time or times herein stipulated. Notwithstanding the imposition of such Late Charge pursuant to this Section, Tenant shall be in default under this Lease if any or all payments required to be made by Tenant are not made at the time herein stipulated, and neither demand nor collection by Landlord of any such Late Charge shall be construed as a cure for such default on the part of Tenant.

3.2 Additional Rent: Tenant shall, for each calendar year, pay to Landlord as Additional Rent, the Premises' operation expenses. The Premises' operating expenses shall include the following: the real estate taxes with maximum allowable discount including general real estate taxes, special assessments and any other taxes that may be imposed upon the Premises; and the cost of maintenance, repair, and operation of the building situated on the Premises. For the purposes hereof, cost of maintenance and operation of the Building shall include, without limitation, lighting, paving, striping, maintenance, repair and/or replacement of the Building, fixtures, equipment, roof, HVAC, electrical, or any other component of the Premises or Building, property & general liability insurance and other direct expenses properly chargeable under generally accepted accounting procedures. All charges referenced in this section shall be referred to as Common Area Maintenance charges. For clarity, in addition to those expenses set forth herein,

Tenant is responsible to pay to Landlord, as Additional Rent, all other costs and expenses not specifically delineated herein incurred by Landlord relating to the Premises, other than Landlord's expenses associated with any financing obtained by Landlord. This is an absolute triple net lease. For its convenience, the Landlord may estimate the anticipated costs of the Premises operating expenses and pro-rate said amount over a twelve month period, which monthly amount must be paid by the Tenant as Additional Rent, or Landlord may assess the Tenant for the Premises operating expenses as they are incurred, at which time the Tenants shall have ten (10) days from receipt of written notice by Landlord to pay the Additional Rent.

Within ninety (90) days after the end of the first calendar year, and each anniversary thereof, the Tenant may request from the Landlord a statement setting forth the actual amount of Additional Rent for the then current year. If aforesaid estimated monthly Additional Rent payments of a given calendar year are greater than the actual operating expenses of the Premises for that period, Landlord shall subtract this amount from the thereafter monthly rental payments due to Landlord until repaid in full, or in the event of expiration or termination of this Lease, reimburse such amount to Tenant within thirty (30) days of notice. Copies of accounting statements, along with the real estate tax receipt, shall be furnished to Tenant upon Tenant's reasonable request.

4. ASSIGNMENT OF LEASES. Tenant hereby absolutely and unconditionally ~~assigns and transfers to~~ Landlord, (i) all right, title and interest of Tenant in and under all subordinate Leases, subleases, lettings, tenancies and licenses of the Property or any part thereof now or hereafter entered into with third parties and all amendments, extensions, renewals and guaranties thereof, all security therefor, and all moneys payable thereunder (hereinafter cumulative referred to as the "Subordinate Leases") and (ii) all rents, income, accounts, receivables, issues, profits, security deposits and other benefits to which Tenant may now or hereafter be entitled from the Property or in connection with the Subordinate Leases (collectively, the "Property Income"). Tenant shall not otherwise assign, transfer or encumber in any manner the Subordinate Leases or the Property Income or any portion thereof. Tenant shall have a license to collect and use the Property Income as the same becomes due and payable, revocable by Landlord, so long as no default has occurred under this Master Lease, but may not collect any Property Income more than two (2) months in advance of the date the same becomes due. The assignment in this Section shall constitute an absolute and present assignment of the Subordinate Leases and the Property Income, and not an additional assignment for security, and the existence or exercise of the Tenant's revocable license to collect Property Income shall not operate to subordinate this assignment to any subsequent assignment.

5. DELIVERY OF POSSESSION. Landlord shall put Tenant into exclusive physical possession of the Premises on Rent Commencement Date. The Premises shall be considered delivered by Landlord to Tenant on the Rent Commencement Date. Upon determination of the Rent Commencement Date, Landlord shall be entitled, but not obligated, to prepare and deliver to Tenant a Rent Commencement Date Notice.

6. PREPAID RENT DEPOSIT; SECURITY DEPOSIT. Landlord acknowledges receipt from Tenant of the Deposit. The Security Deposit shall be held as collateral security for the payment of Rent and other sums of money payable by Tenant under this Lease, and for the faithful performance of all other terms, covenants and conditions of Tenant hereunder; the amount of the Security Deposit, without interest, shall be repaid to Tenant after the expiration of the Term, provided Tenant shall have made all payments and performed all terms, covenants and conditions required under this Lease. Upon any Event of Default by Tenant hereunder, all or part of the Security Deposit may, at Landlord's sole discretion, be applied on account of such default, and thereafter Tenant shall promptly restore the resulting deficiency in the Security Deposit. Tenant hereby waives the benefit of any provision of law requiring the Security Deposit to be held in escrow or in trust, and the Security Deposit shall be deemed to be the property of Landlord and may be co-mingled by Landlord with its own funds; however, Landlord agrees to not use the Security Deposit for its financial obligations relative to the Work. Tenant further acknowledges that the Security Deposit is not to be construed as prepaid Rent by Tenant for the last rental period of the Term. The Prepaid Rent Deposit shall be paid upon Tenant's execution of this Lease, and shall be non-refundable, except in the event Landlord fails to convey possession of the Property. The Prepaid Rent Deposit shall be applied to Tenant's first monthly Rent payment.

7. UTILITIES. Landlord shall not be required to pay any fees, costs, or expenses associated with the use of any facilities or services of any kind whatsoever such as, but not limited to, water, sewers, telephone, refuse removal, or electricity, all of which shall be separately metered in Tenant's name and/or be the sole and exclusive responsibility of the Tenant.

8. MAINTENANCE BY TENANT. Tenant shall, at its sole cost and expense, maintain all of the Premises, including, but not limited to, all sprinkler systems (if any), interior walls, landscaping, windows, doors, and all portions of the Premises in good and sanitary order, condition and repair. Tenant shall, at its sole cost and expense, keep and maintain all utilities, fixtures, mechanical, electrical and plumbing systems and equipment located in, on or about the Premises. Tenant shall not store any trash, merchandise, crates, pallets or materials of any kind outside the Building in violation of Governmental Requirements. All trash shall be kept in containers that are subject to Landlord's approval, which approval shall not be unreasonably withheld or delayed. Tenant shall contract separately for their in-suite janitorial expenses and for the regular removal of any hazardous waste at the Premises.

9. MAINTENANCE BY LANDLORD. Landlord shall, at its sole cost and expense, maintain the roof, foundation and structural portions of the walls of the Building. Except as set forth in the preceding sentence, Landlord shall have no maintenance obligation with respect to the Premises.

10. INSURANCE; INDEMNITY.

10.1 Tenant, at its sole cost and expense, shall, throughout the Term, procure and maintain:

10.1.1 Comprehensive public liability insurance with respect to the Premises and Tenant's activities therein and thereabout, insuring against liability for personal injury or death, property damage or other loss, including liability arising out of Tenant's indemnity set forth in this Lease (contractual liability endorsement) with deductibles of no more than \$1,000 and a combined single limit of not less than \$2,000,000.00 per occurrence for bodily injury and property damage;

10.1.2 Worker's Compensation Insurance in at least the statutorily required amounts; and

10.1.3 Fire and Lightening Extended Coverage, Vandalism and Malicious Mischief, All Risks and Flood Insurance in an amount adequate to cover the replacement costs of all personal property, decorations, trade fixtures, furnishings, equipment, and all contents of the Premises; and

10.2 Tenant's insurance shall be with a Best's A+ rated company licensed to transact business in the State of Florida. Landlord shall be named as an additional insured under Tenant's insurance, and such insurance shall be primary and non-contributing with any insurance carried by Landlord. If, on account of the failure of Tenant to comply with the above, Landlord is adjudged to be a co-insurer by its insurance carrier, then any loss or damage Landlord may sustain by reason thereof shall be borne by Tenant and shall be immediately paid by Tenant upon receipt of a bill thereof. Tenant's insurance policies shall contain endorsements requiring thirty (30) days notice to Landlord prior to any cancellation or any reduction in amount of coverage. Tenant shall deliver to Landlord as a condition precedent to its taking occupancy of the Premises (but not to its obligation to pay Rent), a certificate or certificates evidencing such insurance acceptable to Landlord, and Tenant shall upon the expiration of such policies, deliver to Landlord certificates of insurance evidencing the renewal of such policies.

10.3 Tenant, as a material part of the consideration to be rendered to Landlord, hereby agrees that it will indemnify Landlord and save it harmless from and against any and all claims actions, damages, liability and expense in connection with loss of life, personal injury and or damage to property arising from or out of any occurrence in, upon or at the Premises and the Land, or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, employees, licensees, invitees, third persons in or about the Premises except as a result of Landlord's gross negligence. In case Landlord shall be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation. In addition, Tenant, as a material part of the consideration to be rendered to Landlord, hereby waives all claims against Landlord for personal injury or death, property damage or other loss to Tenant, its agents, employees, licensees, invitees or third persons in or about the Premises and the Land from any cause, except Landlord's gross negligence, arising at any time.

Notwithstanding anything to the contrary in this Section, the amounts of insurance required of Tenant shall not be construed in any manner whatsoever so as to limit Tenant's liability hereunder and Tenant's indemnification and holding harmless of Landlord shall survive the termination of this Lease.

11. WAIVER OF SUBROGATION. Tenant and Landlord release each other and waive any right of recovery against each other for loss or damage to their respective property, which occurs on or about the Premises (whether due to the negligence of either party, their agents, employees, licensees, invitees or otherwise), to the extent that such loss or damage is reimbursed by insurance proceeds. Tenant and Landlord agree that all policies of insurance obtained by either of them in connection with the Premises shall contain appropriate waiver of subrogation clauses.

12. REPAIRS. If Tenant fails to make, maintain or keep the Premises in good repair and in accordance with all Governmental Requirements, and such failure continues for fifteen (15) days after written notice from Landlord, Landlord may perform, but is not obligated to perform any such required maintenance and repairs, and the cost thereof shall be Additional Rent payable by Tenant within ten (10) days of receipt of an invoice from Landlord.

13. TENANT'S PROPERTY. Furnishings, trade fixtures and equipment installed by Tenant shall be the property of Tenant. On expiration of the Term, if there is then no Event of Default, Tenant may remove any such property and shall repair the Premises to the same condition as when the Term commenced, ordinary wear and tear accepted, or reimburse Landlord for the cost of so repairing the Premises. If Tenant fails to remove such property as required under this Lease, Landlord may do so and keep and use or dispose of the same in its sole discretion without any liability to Tenant on account thereof, and further may charge the cost of any such removal, storage or disposition to Tenant.

14. ALTERATIONS BY TENANT. Tenant shall not cut, drill into, disfigure, deface, or injure any part of the Premises, nor obstruct or permit any obstruction, alteration, addition, or installation in the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. However, Tenant may, without the consent of Landlord, make alterations, additions and improvements to the interior of the Premises, provided (i) the same are not structural in nature, do not adversely affect a utility system or the acoustic characteristics of the Premises, or change the storefront or storefront sign; and (ii) that Tenant complies with all Governmental Requirements. All alterations, additions or installations, including but not limited to partitions, air conditioning ducts or equipment (except movable furniture and fixtures put in at the expense of Tenant and removable without defacing or injuring the Building or the Premises), shall become the property of Landlord at the expiration or any earlier termination of the Term. Landlord, however, reserves the option to require Tenant, at Tenant's sole cost and expense, upon notice, to remove all fixtures, decorations or installations (including those not removable without defacing or injuring the Premises) and to restore the Premises to the same condition as when originally leased to Tenant, reasonable wear and tear excepted. All work performed by Tenant shall be done: (a) in a good and workmanlike manner, (b) with materials of the quality and appearance comparable to those in the Building, (c) in compliance with all Governmental Requirements, and (d) by contractors or mechanics fully licensed by all applicable Governmental Authorities. Prior to the commencement of any work by or for Tenant, Tenant shall furnish to Landlord certificates evidencing the existence of worker's compensation insurance covering all persons employed for such work and with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant, or the Premises.

15. ASSIGNMENT; SUBLETTING. The identity and financial position of the Tenant is a material consideration of Landlord entering into this Lease. Tenant shall not, directly or indirectly, assign or sublet under this Lease or any part thereof, nor permit all or any part of the Premises to be used or occupied by another, without first obtaining the written consent of Landlord, which shall not be unreasonably withheld or delayed by Landlord. Any assignment or subletting made without such Landlord's consent, shall be voidable by Landlord. To be effective, any assignment or sublease must be in writing and signed by the Landlord, Tenant and assignee/subtenant, and shall set forth the entire consideration being given and received. The acceptance of Rent from any other person shall neither be deemed to be a waiver of any of the provisions of this Lease nor be deemed to be a consent to the assignment of this Lease or subletting of the Premises. If Landlord shall consent to any assignment or subletting, the assignee/subtenant shall assume all obligations of Tenant hereunder and neither Tenant nor any assignee/subtenant shall be relieved of any liability hereunder in the performance of any of the terms, covenants and conditions hereof. In the event Tenant shall request the consent of Landlord to any assignment or subletting of this Lease, Tenant shall pay, as Additional Rent, all of Landlord's administrative costs, overhead, reasonable attorneys' fees incurred by Landlord in connection therewith regardless of whether or not Landlord consents to any such assignment or subletting. Tenant hereby

acknowledges and agrees that the acceptance of such fees by Landlord shall not constitute a consent by Landlord to the proposed assignment, transfer or sublease. Notwithstanding the foregoing, Tenant may lease individual units at the Premises to sub-tenants without the prior consent of Landlord, so long as the Tenant and all sub-tenants comply with all terms and conditions of this Lease.

16. LIENS. Notwithstanding any provision of this Lease to the contrary, Tenant shall never, under any circumstances, have the power to subject the interest of Landlord in the Premises or Building to any mechanics' or materialmen's liens or liens of any kind nor shall any provision in this Lease ever be construed as empowering Tenant to encumber or cause Tenant to encumber the title or interest of Landlord in the Premises or Building. In order to comply with the provisions of Section 713.10 Florida Statutes, it is specifically provided that neither Tenant nor anyone claiming by, through or under Tenant, including but not limited to contractors, subcontractors, materialmen, mechanics and laborers, shall have any right to file or place any kind of lien whatsoever upon the Premises or Building or any improvement thereon, and any such liens are specifically prohibited. All parties with whom Tenant may deal are put on notice that Tenant has no power to subject Landlord's interest to any claim or lien of any kind or character, and all such persons so dealing with Tenant must look solely to the credit of Tenant, and not to Landlord's interest or assets. Tenant shall put all such parties with whom Tenant may deal on notice of the terms of this Section. If at any time a lien or encumbrance is filed against the Premises or Building as a result of Tenant's work, materials or obligations, Tenant shall promptly discharge said lien or encumbrance, and if said lien or encumbrance has not been removed within thirty (30) days from the date it is filed, Tenant agrees to deposit with Landlord cash in an amount equal to one hundred fifty percent (150%) of the amount of any such lien or encumbrance, to be held by Landlord (without interest to Tenant, except as may be required by law) until any such lien or encumbrance is discharged.

17. CASUALTY/DAMAGE AND DESTRUCTION.

17.1 Partial Damage: "Partial Damage" means damage or destruction to the Premises to the extent that the cost of repair is less than fifty percent (50%) of the fair market value of the Premises immediately prior to such damage or destruction. If at any time during the Term there is Partial Damage, Landlord may, at Landlord's option, either (i) repair such damage within one-hundred and twenty (120) days from the occurrence of such damage, in which event this Lease shall continue in full force and effect, except that during the period in which the Premises are being repaired, Rent shall be abated for that portion of the Premises that are not habitable, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to terminate this Lease, which termination shall be effective as of the date of the occurrence of such damage.

17.2 Total Destruction: "Total Destruction" means damage or destruction to the Premises to the extent that the cost of repair is fifty percent (50%) or more of the fair market value of the Premises immediately prior to such damage or destruction. If at any time during the Term there is a Total Destruction, Landlord may, at Landlord's option, either (i) repair such damage in which event this Lease shall continue in full force and effect, or (ii) either Landlord or Tenant may terminate this Lease as of the date of such Total Destruction.

17.3 Abatement of Rent: If Landlord repairs or restores the Premises pursuant to the provisions of this Section, the Rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Tenant's use of the Premises is impaired. Except for abatement of Rent, if any, Tenant shall have no claim against Landlord as a result of any such damage. Furthermore, notwithstanding anything above to the contrary, Tenant shall not be entitled to any abatement of Rent if such damage is in any way caused by Tenant.

18. CONDEMNATION. If all or any part of the Premises shall be taken under power of eminent domain or like power, or sold under imminent threat thereof to any public authority or private entity having such power, this Lease shall terminate as to the part of the Premises so taken or sold, effective as of the date possession is required to be delivered to such authority or entity. Rent for the remaining Term shall be reduced in the proportion that the Premises is reduced by the taking. If a partial taking or sale of the Premises (i) reduces the size of the Premises by more than twenty percent (20%), or (ii) renders the Building commercially unviable to Landlord (in Landlord's sole discretion), Tenant in the case of (i), or Landlord in the case of (ii), may terminate this Lease by notice to the other party within thirty (30) days after the terminating party receives written notice of the portion to be taken or sold, such termination to be effective one hundred and eighty (180) days after notice thereof, or when the portion is taken or sold, whichever

is sooner. All condemnation awards and similar payments shall be paid and belong to Landlord, except any amounts awarded or paid specifically for Tenant's trade fixtures and relocation costs (provided such awards do not reduce Landlord's award). Without limiting the generality of the foregoing, all leasehold interest awards shall belong to and be paid to Landlord, and Tenant shall execute any assignment or other documentation requested by Landlord to effectuate such award or payment.

19. ACCESS. Upon reasonable notice, except in the case of an emergency, Landlord shall be permitted to enter the Premises at all reasonable times with reasonable notice for the purposes of inspecting, repairing and leasing the Premises and of ascertaining compliance by Tenant with the provisions of this Lease. Landlord shall use reasonable efforts so as to minimize any inconvenience to or disruption of Tenant. Landlord may show the Premises to prospective purchasers, mortgagees, or tenants at any time. Nothing in this Section or anywhere else in the this Lease shall be constructed to grant Landlord the authority to engage in, including entry upon the Leased Premises to engage in, the management or operation of the Permitted Purpose, to review confidential resident records as permitted by law, or to engage in any activity that would directly or indirectly create any responsibility or duty of or by Landlord to any resident of such Premises, it being the express intention of the parties that Tenant be solely responsible for operation of the Premises for the Permitted Purpose.

20. SIGNS. Tenant may install its sign or signs on the Premises, provided it is approved by Landlord and further provided Tenant does so in compliance with Governmental Requirements, including, without limitation, all requirements imposed by the City of Pompano Beach, Florida, and all restrictions of record. Upon expiration or termination of this Lease, all signs installed by Tenant shall be removed and any damage resulting there from shall be promptly repaired, or such removal and repair may be done by Landlord and the cost thereof charged to Tenant as Additional Rent hereunder.

21. TENANT'S DEFAULT.

21.1 All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other rights or remedies allowed by law or in equity. The occurrence of any of the following shall constitute an "Event of Default" under this Lease by Tenant: (i) Tenant shall fail to make payment of any monthly installment of Rent, Additional Rent, or any other charges hereunder in the amount as herein provided within **Five (5) days** after receipt of written notice from Landlord (ii) Tenant shall violate or fail to perform any of the other terms, covenants or conditions herein made by Tenant, and such violation or failure shall continue for a period of twenty (20) days after written notice thereof to Tenant by Landlord or, if such violation or failure shall reasonably require longer than twenty (20) days to cure, if Tenant shall fail to commence to cure same within twenty (20) days after receipt of notice thereof and continuously prosecute the curing of the same to completion with due diligence; (iii) Tenant shall make a general assignment for the benefit of its creditors or shall file or have filed involuntarily against Tenant, a petition for bankruptcy or other reorganization, liquidation, dissolution or similar relief; (iv) a proceeding is filed against Tenant seeking any relief mentioned in (iii) above and said proceeding is not discharged within forty-five (45) days of the filing thereof; (v) a trustee, receiver or liquidator shall be appointed for Tenant on a substantial part of its property; (vi) Tenant shall mortgage, assign or otherwise encumber its leasehold interest other than as specifically permitted under this Lease; (vii) Tenant fails to timely remit the Improvement Allowance to the Escrow Agent; or (viii) Tenant unreasonably refuses to consent to a draw disbursement request set forth in a Draw Notice or otherwise fails to consent draw disbursement request set forth in the Draw Notice within five (5) calendar days from receipt thereof.

21.2 Notwithstanding the aforementioned, Landlord, in its sole discretion, may, at any time after Tenant's default or violation of any term, covenant or condition contained herein:

21.2.1 Declare the entire balance of all forms of Rent and Additional Rent due under this Lease for the remainder of the Term to be due and payable and may collect the then present value of the same (calculated using a discount equal to the yield then obtainable from the United States Treasury Bill or Note with a maturity date closest to the date of expiration of the Term) by distress or otherwise. Notwithstanding, this provision shall not be deemed to be a waiver of Landlord's duty to mitigate Tenant's damages in a commercially reasonable manner;

21.2.2 Terminate Tenant's right to occupy the Premises;

21.3 If an Event of Default occurs prior to the Rent Commencement Date, Landlord shall be entitled to retain, in addition to all other remedies set forth in this Section 21, the then current Improvement Amount held by Escrow Agent, which funds may be used by Landlord to complete the Work.

21.4 Enter the Premises and re-let the same or any part of the Premises in the name of Landlord, or otherwise, as Tenant's agent, for a term shorter or longer than the balance of the Term, and may grant concessions or free rent in connection therewith, thereby terminating Tenant's right to possess the Premises, without terminating Tenant's obligations to pay the entire balance of all forms of Rent and Additional Rent for the remainder of the Term, plus repairs and expenses (including, but not limited to, the expenses of obtaining possession, brokerage expenses, tenant work modifications, legal fees, and decorating expenses) in connection therewith. Landlord shall have the duty to take reasonably steps to mitigate Landlord's damages in a commercially reasonable manner; and/or

21.4.1 Terminate this Lease and any right of renewal and retake possession of the Premises.

21.5 Any and all property which may be removed from the Premises by Landlord, pursuant to the authority of this Lease or of law, to which Tenant is or may be entitled, may be handled, removed or stored by Landlord at the sole risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property. Any such property of Tenant not removed from the Premises or retaken from storage by Tenant within thirty (30) days after the end of the Term or of Tenant's right to possession of the Premises, however terminated, shall be conclusively deemed to have been forever abandoned by Tenant and may either be retained by Landlord as its property or may be disposed of in such manner as Landlord may see fit in its sole discretion.

21.6 Tenant agrees, that if it shall at any time, fail to make any payment or perform any other act on its part to be made or performed under this Lease, Landlord may, but shall not be obligated to, and after reasonable notice or demand and without waiving, or releasing Tenant from any obligation under this Lease, make such payment or perform such other act to the extent Landlord, in its sole discretion, may deem desirable, and in connection therewith, to pay expenses and employ counsel. All sums so paid by Landlord and all expenses in connection therewith, together with interest thereon at the highest rate of interest per annum allowed by law from the date of payment, shall be deemed Additional Rent hereunder and payable at the time of the next installment of Rent thereafter becoming due and Landlord shall have the same rights and remedies for the non-payment thereof, or of any other Additional Rent, as in the case of default in the payment of Rent.

21.7 Intentionally Left Blank

21.8 If any of Tenant's checks for Rent are dishonored by Tenant's bank, the amount due shall be subject to Late Charges as outlined in Section 3.1. In addition thereto, Tenant shall pay to Landlord a service charge covering administrative expenses relating hereto in the amount of One Hundred Dollars (\$100.00) per such check. If during the Term more than two (2) of Tenant's checks are so dishonored by Tenant's bank, then Landlord, in its sole discretion, may require all future Rent of Tenant to be paid by cashiers check or money order only.

21.9 In addition to the Late Charge, any payments required to be made by Tenant under the provisions of this Lease not made by Tenant when and as due shall, from the date when the particular amount became due to the date of payment thereof to Landlord, bear interest at the rate of eighteen percent (18%) per annum or the maximum lawful rate of interest allowed by law (whichever is lower). Notwithstanding anything to the contrary in this Lease, Tenant does not intend or expect to pay, nor does Landlord expect to charge, accept, or collect any Rent, Late Charge or interest which collectively would be greater than the highest legal rate of interest which may be charged under the laws of the State of Florida.

21.10 In the event of a breach by Tenant of any of the terms, covenants and conditions of this Lease, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity.

21.11 Tenant agrees that, in exchange for the promises made in the Lease and other good and valuable consideration received from Landlord, in the event Tenant files a voluntary petition in bankruptcy or is subject to an involuntary bankruptcy, Landlord shall not be subject to the provisions of U.S.C. Statute 362, and shall automatically and immediately be entitled to relief from the stay imposed thereby without necessity of further action or court approval.

22. QUIET ENJOYMENT. If and so long as Tenant pays all Rent and keeps and performs each and every term, covenant and condition herein on the part of Tenant to be kept and performed, Tenant shall quietly enjoy the Premises without hindrance by Landlord.

23. HOLDOVER TENANCY. If Tenant shall hold over after the expiration of the Term, at Landlord's option, Tenant may be deemed to be occupying the Premises as a tenant from month to month, which tenancy may be terminated by fifteen (15) days' notice. During such tenancy, Tenant agrees to pay to Landlord, monthly in advance, Rent in an amount equal to one hundred fifty percent (150%) of the monthly installment of Rent which was payable on the last day of the Term, unless a different rate is agreed upon, and to be bound by all of the terms, covenants and conditions herein specified. If Landlord re-lets the Premises (or any portion(s) thereof) to a new tenant and the term of such new lease commences during the period for which Tenant holds over, Landlord shall be entitled to recover from Tenant any and all costs, legal expenses, attorney's fees, damages, loss of profits or any other expenses incurred by Landlord as a result of Tenant's failure or inability to deliver possession of the Premises to Landlord when required under this Lease.

24. AMENDMENT; WAIVER; APPROVAL; CONSENT. This Lease constitutes the entire agreement between the parties. This Lease shall not be amended or modified except in writing signed by both parties. Failure of Landlord to exercise any of its rights in one or more instances shall not be construed as a waiver of Landlord's right to strict performance of such rights or as to any subsequent breach of any such rights. Wherever this Lease requires either the Landlord's consent or approval, such consent or approval shall only be deemed given when in writing and, unless set forth expressly to the contrary, such consent or approval shall be in the sole discretion of Landlord.

25. NOTICES. All notices, communications and statements required or permitted under this Lease shall be in writing, delivered in person or sent by United States Registered or Certified Mail, return receipt requested, with postage prepaid, or Express Mail or Federal Express (or other similar courier service having a delivery system which provides for or makes available a signed receipt of delivery) or by facsimile transmission (provided an original copy is thereafter provided in the manner stated in this Section below) addressed to the parties as follows:

AS TO TENANT (After Lease Commencement):

Contact Name: Francis Zofar
803 SW 2nd Avenue
Pompano Beach, FL 33067

AS TO LANDLORD:

Attn: Daniel Statlander
7300 West Camino Real, Suite 201
Boca Raton, FL 33433
Email Address: dstatlander@statelandbrown.com

AS TO GUARANTOR:

Address: As identified in Section 47

Mail service shall be deemed effective upon the earlier of either seventy-two (72) hours after deposit in the U.S. mail in accordance herewith or upon receipt or refusal to accept receipt by a reputable courier service. Notices sent by facsimile transmission or other electronic medium, such as electronic mail in PDF, which are received by 4:00 p.m.

(in the addressee's time zone) shall be deemed delivered as of the date of such transmission, provided that an original copy of such transmission is delivered to the addressee by a nationally utilized overnight courier service on the day following such transmission. Either party by written notice to the other may designate additional parties to receive copies of notices sent to it. Such designees may be changed by written notice. Either party may at any time, in the manner set forth for giving notice to the other, designate a different address to which notices, communication and statements to it shall be sent.

26. SCHEDULES; EXHIBITS. All schedules, exhibits and typewritten riders, if any, attached or added hereto are made a part of this Lease by reference and the terms, covenants, and conditions thereof shall control over any inconsistent provisions in the Sections of this Lease.

27. LIMITATION OF LANDLORD'S LIABILITY. The term "Landlord" as used herein shall mean only the owner or owners, at the time in question, of the fee title to the Premises. In the event of any transfer of such title or interest, Landlord herein named (and in the case of any subsequent transfers, then the grantor) shall be relieved from and after the date of such transfer of all liability in respect of Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject to the above, be binding on Landlord's successors and assigns, only during their respective periods of ownership. The obligations of Landlord under this Lease do not constitute personal obligations of Landlord or the individual partners, shareholders, directors, and officers, and Tenant shall look solely to Landlord's then existing interest in the Premises, and to no other assets of Landlord, for satisfaction of any liability in respect of this Lease, and will not seek recourse against the individual partners, shareholders, directors, officers, or any of their personal assets for such satisfaction.

28. LANDLORD'S RESERVED RIGHTS. With prior written notice to Tenant, but without being required to obtain Tenant's consent, and without liability to Tenant, landlord shall have the right to (i) sell the Premises (or any portion(s) thereof) and assign this Lease, the Deposit and Prepaid Rent to the purchaser, and upon such assignment Landlord shall be released from all of its obligations under this Lease and Tenant agrees to attorn to such purchaser, or any other successor or assign of Landlord through foreclosure or deed in lieu of foreclosure or otherwise, and to recognize such person as successor Landlord under this Lease; provided that the successor Landlord assumes in full all Landlord's obligations under this Lease.

29. ESTOPPEL CERTIFICATE. Within five (5) business days after written request of either party hereto (the Requesting Party), the other party hereto (the Responding Party) shall execute and deliver at no charge to the Requesting Party or its designee, a written statement certifying (i) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (ii) the amount of Rent and the date to Rent have been paid in advance; (iii) the amount of any security deposited with Landlord; and (iv) that the Requesting Party is not in default hereunder or, if the Requesting Party is claimed to be in default, stating the nature of any claimed default. Any such statement by the Responding Party may be relied upon by a purchaser or lender of the Premises, or any subtenant or assignee of this Lease.

30. ACCORD AND SATISFACTION. No receipt and retention by Landlord of any payment tendered by Tenant in connection with this Lease shall give rise to or support or constitute an accord or satisfaction, or a compromise or other settlement, notwithstanding any accompanying statement, instruction or other assertion to the contrary (whether by notation on a check or in a transmittal letter or otherwise), unless Landlord expressly agrees to an accord and satisfaction, or a compromise or other settlement, in a separate writing duly executed by Landlord. Landlord may receive and retain, absolutely and for itself, any and all payments so tendered, notwithstanding any accompanying instructions by Tenant to the contrary. Landlord will be entitled to treat any such payments as being received on account of any item or items of Rent, interest, expense or damage due in connection therewith, in such amounts and in such order as Landlord may determine in its sole discretion.

31. SEVERABILITY. The parties intend this Lease to be legally valid and enforceable in accordance with all of its terms, covenants and conditions to the fullest extent permitted by law. If any term, covenant or condition hereof shall be invalid or unenforceable, the parties agree that such term, covenant or condition shall be stricken from this Lease, the same as if it never had been contained herein. Such invalidity or unenforceability shall not extend to any other term, covenant or condition of this Lease, and the remaining terms, covenants or conditions hereof shall continue

in effect to the fullest extent permitted by law, the same as if such stricken term, covenant and condition never had been contained herein.

32. SUBORDINATION. The rights of Tenant hereunder are and shall be, at the election of any mortgagee, subject and subordinate to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the Premises (or any portion(s) thereof), and to all advances made or hereafter to be made upon the security thereof and all renewals, modifications or extensions thereof (collectively, the "Superior Instruments"). This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee, but Tenant agrees upon request of Landlord, from time to time, to execute whatever documentation that may be required to further effect the provisions of this Section. Notwithstanding anything contained in this Section to the contrary, the Tenant's obligation to subordinate its rights hereunder to the Superior Instruments are directly and expressly conditioned upon getting a non-disturbance agreement from the applicable lender(s).

33. TIME. Time is of the essence of this Lease with respect to Tenant's obligations hereunder and applies to all terms, covenants, and conditions contained herein with respect to Tenant's obligation hereunder. All "days" set forth in this Lease shall be deemed to be "calendar days" unless specifically stated to the contrary.

34. SUCCESSORS AND ASSIGNS. All terms, conditions to be observed and performed by Landlord and Tenant hereunder shall be applicable to and binding upon their respective heirs, administrators, executors, and permitted successors and assigns. All expressed covenants of this Lease shall be deemed to be covenants running with the land.

35. CAPTIONS AND SECTION NUMBERS. The captions and section numbers are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease. It is understood and agreed that verbs and pronouns in the singular number are uniformly used throughout this Lease regardless of gender, number of the parties hereto.

36. AUTHORITY. The person executing this Lease, on behalf of Tenant, does hereby covenant and warrant that Tenant is duly authorized to transact business, is in good standing and existing, that Tenant is qualified to do business in the State of Florida, Tenant has full right and authority to enter into this Lease, and that the persons signing on behalf of Tenant were authorized to do so.

37. APPLICABLE LAW. This Lease shall be construed according to the laws of the State of Florida. Should any provision of this Lease require judicial interpretation, it is agreed by the parties hereto that the court interpreting or construing the same shall not apply a presumption that any such provision shall be more strictly construed against the party who itself or through its agent prepared the same, as all parties have participated in the preparation of the provisions of this Lease and that all terms, covenants and conditions were negotiable.

38. BROKER INDEMNIFICATION. As part of the consideration for the granting of this Lease, Tenant represents and warrants to the Landlord that no broker or agent negotiated or was instrumental in negotiating or consummating this Lease on Tenant's behalf, other than Michael Cabot of Stateland Brown, LLC, who exclusively represents the Tenant and who will not be paid a commission for this transaction. Tenant is not responsible to pay any brokerage fees in connection with this transaction.

39. SURRENDER OF PREMISES. Tenant agrees to surrender to Landlord, at the end of the Term or upon any earlier termination of this Lease, the Premises in (i) as good condition as the Premises were at the Commencement Date, ordinary wear and tear excepted; (ii) Tenant shall remove its trade fixtures, furnishings and equipment from the Premises and shall repair any damage caused by such removal; and (iii) Tenant shall also remove all rubbish from the Premises. Tenant hereby expressly authorizes Landlord, as agent of Tenant, to remove such rubbish and make such repairs as may be necessary to restore the Premises to such condition at the sole cost and expense of Tenant.

40. ATTORNEYS' FEES. If at any time after the date that this Lease has been executed by Landlord and Tenant, either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party,

including, without limitation, any such fees, costs or disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local laws, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross action by the prevailing party.

41. Intentionally Left Blank.

42. FORCE MAJEURE. Landlord shall not be required to perform any term, covenant or condition in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, labor disputes (whether lawful or not), material or labor shortages, restrictions by any Governmental Authority, civil riots, floods, hurricanes, and any other cause not within the control of Landlord.

43. TENDER AND DELIVERY OF LEASE. Submission of this Lease does not constitute an offer, right of first refusal, reservation of or option for the Premises or any part thereof. This Lease becomes effective as a lease upon execution and delivery by both Landlord and Tenant.

44. HAZARDOUS WASTE.

44.1 Tenant represents and warrants to Landlord that Tenant's use and activities on the Premises shall be conducted in compliance with all applicable environmental ordinances, rules, regulations, statutes, orders, and laws of all local, state, or federal agencies or bodies with jurisdiction over the Premises or the activities conducted on the Premises (hereinafter collectively referred to as the "Environmental Laws"). In the event any of Tenant's activities require the use of "hazardous" or "toxic" substances, as such terms are defined by any of the Environmental Laws, then Tenant represents and warrants to Landlord that Tenant has received all permits and approvals required under the Environmental Laws with respect to such toxic or hazardous substances. Tenant covenants and agrees to maintain the Premises in a "clean" condition during the term of this Lease, as extended or renewed. As used in this paragraph, the term "clean" shall mean that the Premises are in complete compliance with the standards set forth under the Environmental Laws and any standards set forth in this Lease.

44.2 In the event Tenant breaches any of its representations, warranties, or covenants and agreements contained in this paragraph or fails to notify Landlord of the release of any hazardous or toxic substances from the Premises, then such breach or failure to notify shall be deemed a default under this Lease and Landlord shall have all rights and remedies available to it, including, but not limited to, the right to terminate this Lease or initiate a clean up of the Premises, in which case Landlord shall be reimbursed by Tenant for, and indemnified by Tenant from, any and all costs, expenses, losses, and liabilities incurred in connection with such clean-up of the Premises (including all reasonable attorneys' and paralegals' fees at trial and all appellate levels) by Tenant. In the alternative, Landlord may require Tenant to clean-up the Premises and to fully indemnify and hold Landlord harmless from any and all losses, liabilities, expenses (including but not limited to reasonable attorneys' and paralegals' fees at trial and all appellate levels), and costs incurred by Landlord in connection with Tenant's clean-up action. Notwithstanding anything herein, Tenant agrees to pay, and shall indemnify Landlord from and against, any and all losses, claims, liabilities, costs, and expenses (including reasonable attorneys' and paralegals' fees at trial and all appellate levels) incurred by Landlord as a result of any breach by Tenant of this paragraph, and/or as a result of any contamination of the Premises due to Tenant's use of hazardous or toxic substances on the Premises.

45. OPTION TO EXTEND. Tenant shall, provided the Lease is in full force and effect and Tenant is not in default under any of the terms and conditions of the Lease at the time of notification or commencement, have one (1) options to extend this Lease for a term of five (5) years for each option from the date each extension term is to commence, on the same terms and conditions set forth in the Lease, except as modified by the terms, covenants and conditions as set forth below:

45.1 If Tenant elects to exercise said option, then Tenant shall provide Landlord with written notice no earlier than the date which is three (3) months prior to the expiration of the term of the Lease, or, if applicable, the first option period. If Tenant fails to provide such notice, Tenant shall have no further or additional right to extend or renew the term of the Lease.

45.2 The Rent paid by Tenant for each Lease Year during the option term shall be an amount equal to one hundred three percent (103%) of the annual Rent payable during the prior lease year.

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

47. PERSONAL GUARANTY. Francis Zofay, whose address is 1450 Brickell Avenue, Suite 3050, Miami, FL 33131, (the "Guarantor"), in consideration of the making of this Lease Agreement between Tenant and Landlord, do hereby unconditionally guarantee the payment of the Rent (including the Additional Rent) up to the amount equal to twenty-four months Base Rent during the first seven years of this Lease and the performance by Tenant of all other duties and obligations under this Lease Agreement (hereinafter the "Guaranty Obligations") other than the payment of Rent for a period from the Commencement Date to the Termination Date (the "Guaranty Period"). Guarantors also agree that Landlord is not first required to enforce against Tenant or any other person any liability, obligation or duty guaranteed by this Agreement before seeking enforcement thereof against Guarantors. A lawsuit may be brought and maintained against the Guarantors by Landlord to enforce any liability, obligation or duty guaranteed by this Agreement without the necessity of joining the Tenant or any other person in the Lawsuit.

48. RIGHT OF FIRST REFUSAL. Landlord agrees that in the event it, or an affiliate or principal of Landlord, acquires real property located at 3225 NE 6th Street, Pompano Beach, Florida (the "3225 Property"), Landlord shall provide Tenant with the right of first refusal to lease the 3225 Property. In that regard, Landlord agrees that prior to entering into a lease with a third party to lease the 3225 Property, it shall first provide Tenant within ten (10) days prior written notice of its intent to do so, which notice shall include the terms of the proposed lease. Tenant shall have five days from receipt of said notice to exercise its right of first refusal and accept the terms proposed in the third party offer. Otherwise, Tenant shall be deemed to have waived its right of first refusal. Said right of first refusal shall automatically terminate six months after Landlord acquires the 3225 Property if not exercised by Tenant by that time.

49. JURY WAIVER; COUNTERCLAIMS. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH (i) THIS LEASE, (ii) THE RELATIONSHIP BETWEEN THE PARTIES (iii) TENANT'S USE OR OCCUPANCY OF THE PREMISES OR (iv) THE RIGHT TO ANY STATUTORY OR CONTRACTUAL RELIEF OR REMEDY. TENANT AND GUARANTOR AGREE THAT THEY SHALL NOT INTERPOSE ANY PERMISSIVE COUNTERCLAIM OF ANY NATURE IN ANY SUMMARY PROCEEDING BROUGHT AGAINST TENANT BY LANDLORD TO OBTAIN POSSESSION OF THE PREMISES. THIS WAIVER IS MADE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY BY TENANT AND GUARANTOR. TENANT AND GUARANTOR FURTHER ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS LEASE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT COUNSEL, SELECTED OF THEIR OWN FREE WILL, AND THAT THEY HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD IN AGREEING TO ENTER INTO THIS LEASE. TENANT AND GUARANTOR EACH ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISIONS.

IN WITNESS WHEREOF, the respective parties have signed, sealed and delivered this Lease on the date and year written below.

WITNESSES:

LANDLORD: ERETZOR INVESTMENTS 14, LLC

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: 12-27-2016

Kayla Macdonald

Print Name: Kayla Macdonald

Nicola Kierce

Print Name: Nicola Kierce

TENANT: HOLISTIX BY THE SEA, LLC

By: *Francis Zofay*

Print Name: FRANCIS ZOFAY

Title: CEO

Date: 12-27-2016

GUARANTORS:

By: *Francis Zofay*

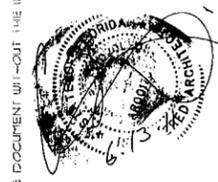
Francis Zofay



Architect, Planner and Designer
AA-28002044

205 George Bush Blvd.
Delroy Beach, Florida 33444
TEL: 561-276-6011
FAX: 561-276-6128

ISSUED FOR BUILDING PERMIT
BIDS
PERMIT 06.B.1
CONSTRUCTION



PROJECT TITLE
INTERIOR RENOVATION POMPANO BEACH APARTMENTS

601 N. OCEAN BLVD. POMPANO BEACH, FL.

CLIENT APPROVAL

REVISIONS
REVISD 5/25/11 AS PER BUILDING DIVISION COMMENTS. PROVIDE COMPLETE BUILDING FLOOR PLAN.

THIS DRAWING IS NOT FOR CONSTRUCTION. IT HAS BEEN BRUED FOR GOVERNMENTAL REVIEW AND/OR PRELIMINARY PRICING ONLY.

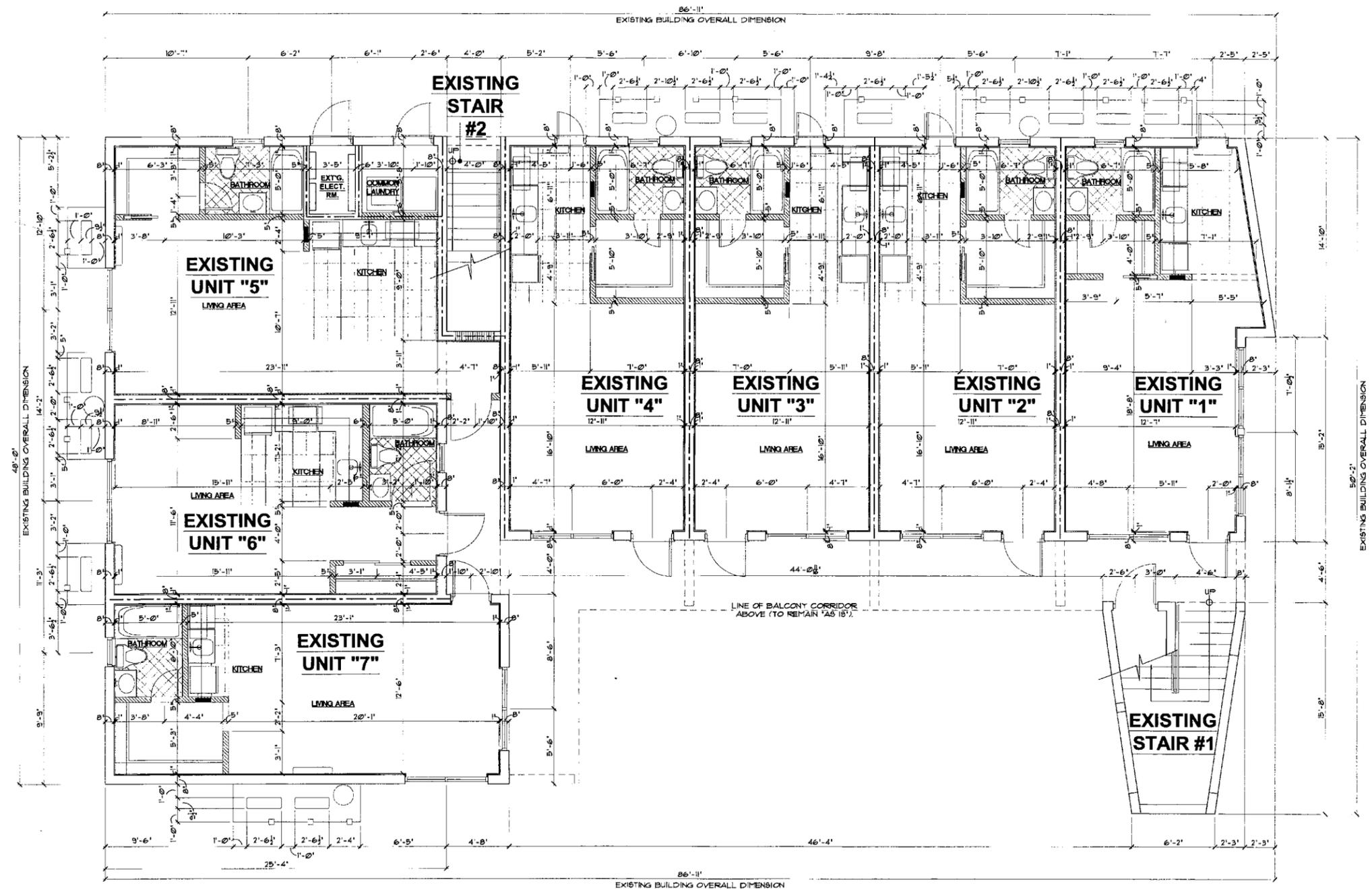
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302A202D

DRAWING TITLE
PROPOSED GROUND FLOOR PLAN (DIMENSION)

DATE 5.17.11 | DRAWN BY GE/JC
JOB NUMBER 20110302

DRAWING NUMBER

A2.02D



WALL LEGEND

- 1. --- EXISTING WALLS, WINDOWS & DOORS TO BE REMOVED.
- 2. --- EXISTING 4" TO 6" INTERIOR DRYWALL (PLASTER) PARTITION TO REMAIN 'AS IS'.
- 3A. --- EXISTING 8" CMU INTERIOR SEPARATION WALL TO REMAIN 'AS IS'. (FIELD VERIFY IF WALL IS FURRED OUT TO ACCOMMODATE REQ. INTERIOR DIMENSIONS).
- 3B. --- EXISTING 8" CMU EXTERIOR WALL TO REMAIN 'AS IS'. (FIELD VERIFY CONDITION OF EXTERIOR SIDE STUCCO FINISH - CONTRACTOR TO PATCH & MATCH IF REQUIRED. INTERIOR SIDE TO RECEIVE 1/2" TYPE 'X' G.I.W.B.
- 4. --- NON-LOAD BEARING 5" MIN. INT. PARTITION WALL W/ (1) LAYER OF 5/8" TYPE-'X' G.I.W.B. W/ SMOOTH LEVEL IV FINISH (MATCH EXISTING) - PAINTED ON EA. SIDE OF P.T. 2 x 4s STUDS @ 24" O.C. (SEE DIM. FLOOR PLANS FOR ACTUAL WALL THICKNESS) (M.R. DRYWALL @ BATHROOMS, 5/8" DENS-SHEILD BEHIND ALL TILE WALLS).
- 5. --- INFILL 8" CMU WALL (VERIFY IF WALL IS FURRED OUT TO ACCOMMODATE REQ. INTERIOR DIMENSIONS).
- 6. --- EXISTING 1 HR RATED PARTN.
- 7. --- WINDOW NUMBER
- 8. --- DOOR NUMBER

NOTE (PHASE II):

1. ALL INT. WALLS W/ CABINETS TO BE PROVIDED W/ 1/2" PLYWOOD OR WOOD BLOCKING.
2. ALL BATHROOM & KITCHEN WALLS TO RECEIVE BATT SOUND INSULATION (TYP.).
3. ALL TILED FLOORS AND WALLS TO RECEIVE 5/16" 'DUROCK' BACKING OR EQUAL.
4. ALL EXISTING FLOORING TO BE REMOVED.

1 GROUND FLOOR DIMENSION PLAN
SCALE: 1/4"=1'-0"

- NOTES:
1. DO NOT SCALE DRAWINGS!
 2. FIELD VERIFY ALL DIMENSIONS!
 3. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS, AND NOTIFY ARCHITECT IF ANY DISCREPANCY W/ DRAWINGS.
 4. ALL AREA CALCULATIONS ARE APPROX.





Architect, Planner and Designer
AA-26002044

205 George Bush Blvd.
Deer Beach, Florida 33444
TEL: 561-276-6011
FAX: 561-276-6129

ISSUED FOR BUILDING PERMIT

BIDS

PERMIT 06.0.1

CONSTRUCTION



PROJECT TITLE

**INTERIOR RENOVATION
POMPAÑO BEACH
APARTMENTS**

601 N. OCEAN BLVD.
POMPAÑO BEACH, FL.

CLIENT APPROVAL

REVISIONS
REVISED 5/25/11 AS PER
BUILDING DIVISION COMMENTS.
PROVIDE COMPLETE BUILDING
FLOOR PLAN.

THIS DRAWING IS NOT FOR CONSTRUCTION.
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REVIEW AND/OR PRELIMINARY PRICING
ONLY.

FILE NUMBER 302A203D

DRAWING TITLE

**PROPOSED
SECOND
FLOOR PLAN
(DIMENSION)**

DATE 5.17.11 | DRAWN BY GE/JC

JOB NUMBER 20110302

DRAWING NUMBER

A2.03D

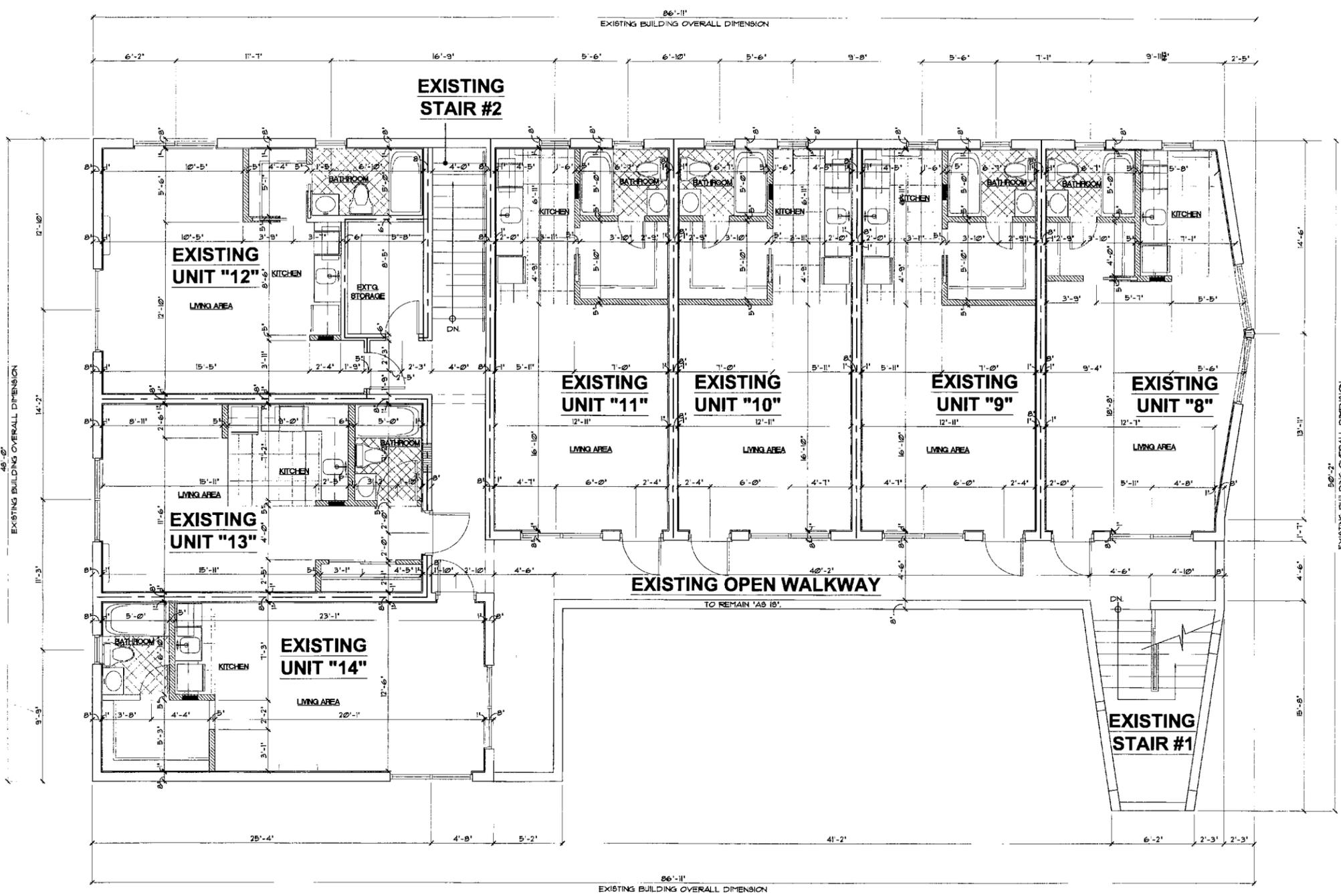
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WALL LEGEND

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- 4. NON-LOAD BEARING 5' MIN. INT. PARTITION WALL W/ (1) LAYER OF 5/8" TYPE-'X' G.I.B. W/ SMOOTH LEVEL IV FINISH (MATCH EXISTING) - PAINTED ON EA. SIDE OF P.T. 2 x 4'S STUDS @ 24" O.C. (SEE DIM. FLOOR PLANS FOR ACTUAL WALL THICKNESS) (MR. DRYWALL @ BATHROOMS, 5/8" DENS-SHEILD BEHIND ALL TILE WALLS).
- 5. INFILL 8" CMU WALL (VERIFY IF WALL IS FURRED OUT TO ACCOMMODATE REQ. INTERIOR DIMENSIONS).
- 6. EXISTING 1 HR RATED PARTN.
- 7. WINDOW NUMBER
- 8. DOOR NUMBER

NOTE (PHASE II):

1. ALL INT. WALLS W/ CABINETS TO BE PROVIDED W/ 1/2" PLYWOOD OR WOOD BLOCKING.
2. ALL BATHROOM & KITCHEN WALLS TO RECEIVE BATT SOUND INSULATION (TYF).
3. ALL TILED FLOORS AND WALLS TO RECEIVE 5/16" 'DUROCK' BACKING OR EQUAL.
4. ALL EXISTING FLOORING TO BE REMOVED.



1 SECOND FLOOR DIMENSION PLAN
A2.03D SCALE: 1/4"=1'-0"

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Architect, Planner and Designer
 AA-26002044
 205 George Bush Blvd.
 Delray Beach, Florida 33444
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 BIDS
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 CONSTRUCTION



PROJECT TITLE
**INTERIOR RENOVATION
 POMPANO BEACH
 APARTMENTS**

601 N. OCEAN BLVD.
 POMPANO BEACH, FL.

CLIENT APPROVAL

REVISIONS
 REVISED 5/25/11 AS PER BUILDING DIVISION COMMENTS. PROVIDE COMPLETE BUILDING FLOOR PLAN.

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FILE NUMBER 302A200A

DRAWING TITLE
**EXISTING
 GROUND
 FLOOR PLAN
 (FOR REF. ONLY)**

DATE 5.13.11 DRAWN BY GE/JC
 JOB NUMBER 20110302

DRAWING NUMBER

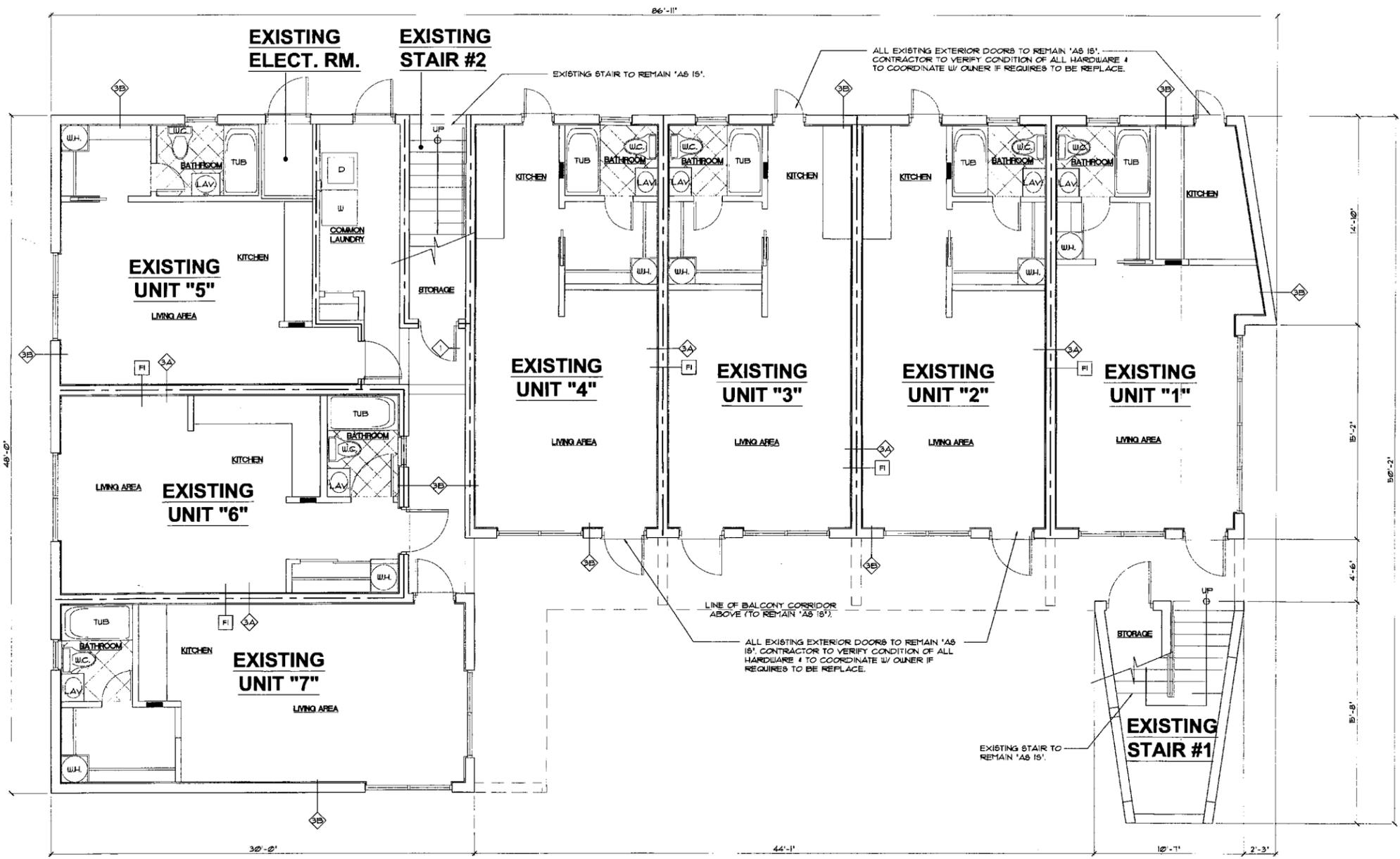
A2.00A

WALL LEGEND

- 1. EXISTING WALLS, WINDOWS & DOORS TO BE REMOVED.
- 2. EXISTING 4" TO 6" INTERIOR DRYWALL (PLASTER) PARTITION TO REMAIN 'AS IS'.
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- 3B. EXISTING 8" CMU EXTERIOR WALL TO REMAIN 'AS IS'. (FIELD VERIFY CONDITION OF EXTERIOR SIDE STUCCO FINISH - CONTRACTOR TO PATCH & MATCH IF REQUIRED. INTERIOR SIDE TO RECEIVE 3/8" TYPE 'X' G.W.B.)
- 4. NON-LOAD BEARING 5" MIN. INT. PARTITION WALL W/ (1) LAYER OF 5/8" TYPE-'X' G.W.B. W/ SMOOTH LEVEL IV FINISH (MATCH EXISTING) - PAINTED ON EA. SIDE OF FT. 2 x 4 STUDS @ 24" O.C. (SEE DIM. FLR. PLANS FOR ACTUAL WALL THICKNESS) (MR. DRYWALL @ BATHROOMS, 5/8" DENS-SHEILD BEHIND ALL TILE WALLS).
- 5. INFILL 8" CMU WALL (VERIFY IF WALL IS FURRED OUT TO ACCOMMODATE REQ. INTERIOR DIMENSIONS).

FI EXISTING 1 HR RATED PARTN.
 B WINDOW NUMBER
 2 DOOR NUMBER

NOTE (PHASE II):
 1. ALL INT. WALLS W/ CABINETS TO BE PROVIDED W/ 1/2" PLYWOOD OR WOOD BLOCKING.
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 3. ALL TILED FLOORS AND WALLS TO RECEIVE 5/16" "DUROCK" BACKING OR EQUAL.
 4. ALL EXISTING FLOORING TO BE REMOVED.



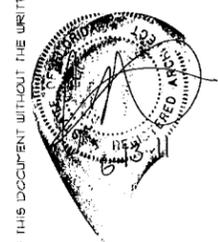
1 EXISTING GROUND FLOOR PLAN
 A2.00A SCALE: 1/4"=1'-0" (FOR REFERENCE ONLY)

REVIEWED
 SIGNATURE: [Signature]
 DATE: 5/13/11



Architect, Planner and Designer
 AA-26002044
 205 George Bush Blvd.
 Delray Beach, Florida 33444
 TEL: 561-276-8011
 FAX: 561-276-5129

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 BIDS
 PERMIT 66. B.1
 CONSTRUCTION



PROJECT TITLE
INTERIOR RENOVATION POMPANO BEACH APARTMENTS

601 N. OCEAN BLVD.
 POMPANO BEACH, FL.

CLIENT APPROVAL

REVISIONS
 REVISION 5/25/11 AS PER BUILDING DIVISION COMMENTS: PROVIDE COMPLETE BUILDING FLOOR PLAN.

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FILE NUMBER
302A200B

DRAWING TITLE
EXISTING SECOND FLOOR PLAN (FOR REF. ONLY)

DATE
5.13.11 | DRAWN BY
GE/JC

JOB NUMBER
20110302

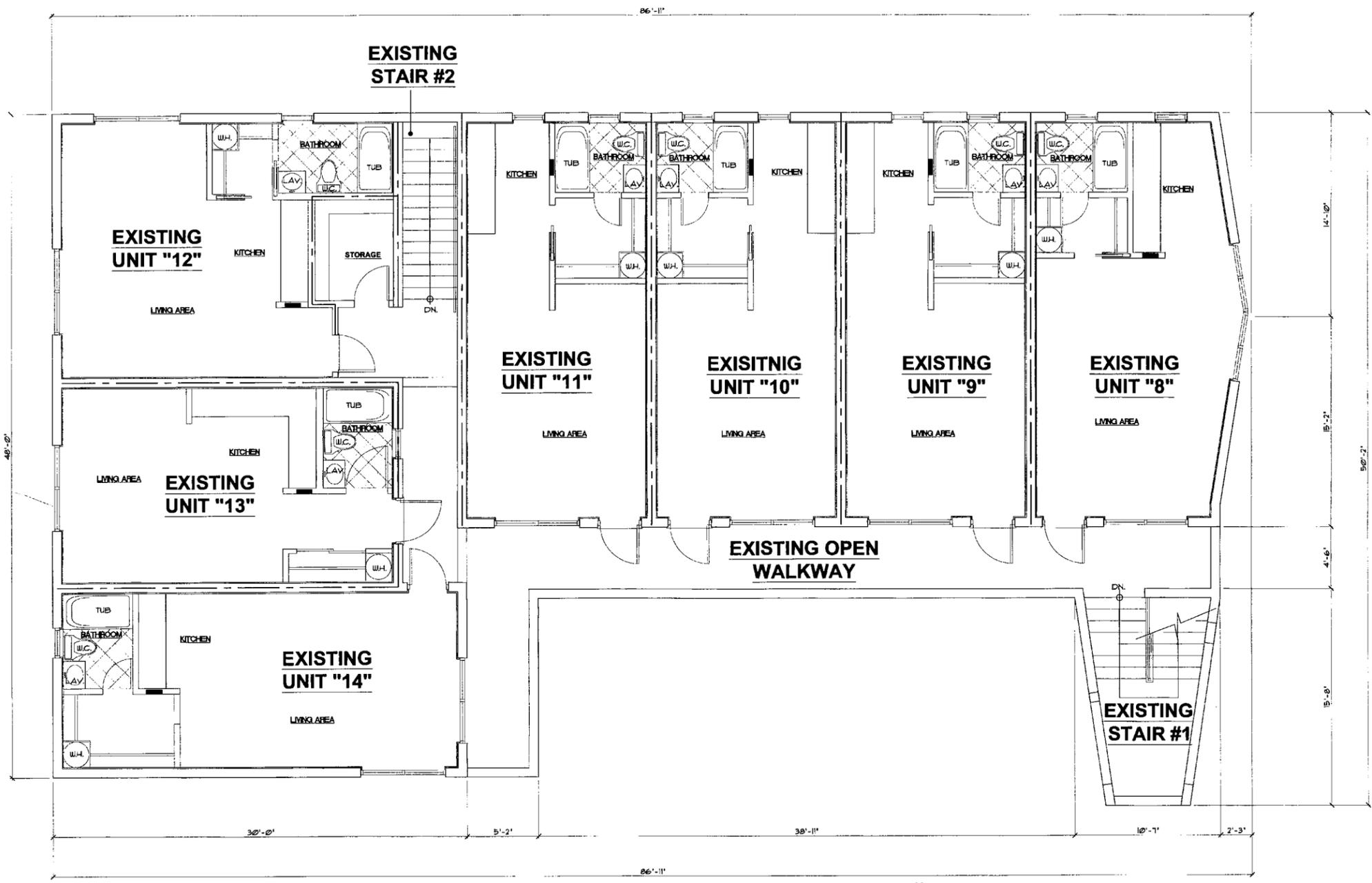
DRAWING NUMBER
A2.00B



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[H] EXISTING 1 HR RATED PARTN.
 [B] WINDOW NUMBER
 [2] DOOR NUMBER
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 4. ALL EXISTING FLOORING TO BE REMOVED.



EXISTING SECOND FLOOR PLAN
 SCALE: 1/4"=1'-0" (FOR REFERENCE ONLY)

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