



**AGENDA
LOCAL PLANNING AGENCY
THURSDAY, MARCH 3, 2022
5:30 PM
DESTIN CITY HALL ANNEX CHAMBERS**

- 1. CALL TO ORDER**
- 2. ROLL CALL/PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MINUTES**
- 4. OLD BUSINESS**
- 5. NEW BUSINESS**
 - A. Proposed Conditional Use 21-40-CU Destin Smoke Shop, and "Other Miscellaneous Store Retailers" use in the City of Destin Land Development Code.**
- 6. DIRECTOR'S REPORT**
- 7. NEXT MEETING DATE: March 24, 2022**
- 8. PUBLIC COMMENTS** (Comments from the public on any matters considered at the meeting, or on any matters not on the agenda)

Any person requiring a special accommodation at this hearing because of a disability or physical impairment should contact the City Clerk at (850) 837-4242 at least 48 hours prior to the hearing. If a person decides to appeal any decision made with respect to any matter considered at such meeting, such person will need a record of the proceeding and for such purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. (Sec. 286.0105, Florida Statutes)

CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: March 3, 2022
BOARD/COMMITTEE: Local Planning Agency
TYPE OF AGENDA ITEM: Action Item
OUTLINE NUMBER: 5.A.

TO: Local Planning Agency

THRU: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

FROM: Steve O'Connor, Principal Planner
Tunazzina Alam, Planner

DATE: February 24, 2022

SUBJECT: Proposed Conditional Use 21-40-CU Destin Smoke Shop, and "Other Miscellaneous Store Retailers" use in the City of Destin Land Development Code.

I. BACKGROUND:

S Food Mart Nine LLC is requesting a Conditional Use (21-40-CU) approval for a smoke shop, which is classified as “**Other miscellaneous store retailers**” within *Table 7-2: Table of Allowable Uses, within the City of Destin Land Development Code (LDC)*, to be located at 34894 Emerald Coast Parkway. The existing site is 0.62 acres and is located within the Crystal Beach Plaza. The associated Parcel ID is 00-2S-22-0587-0000-0020. As proposed, there are no external site improvements being considered.

II. DISCUSSION:

The proposed use is in the Commercial General (CG) Zoning District. The proposed use of a smoke shop, which is classified as “**Other miscellaneous store retailers**” per the City of *Destin* Land Development Code (LDC) Table 7-2: Table of Allowable Uses, is a conditional use in the Commercial General (CG) zoning district. The following includes a review and analysis of the proposed use based on the **Future Land Use Element of the Comprehensive Plan** and criteria for conditional uses outlined in the **Land Development Code**.

A. COMPREHENSIVE PLAN POLICY ELEMENTS: As directed by the City’s **Comprehensive Plan (Policy 1-2.3.2)**, the CG zoning district is intended to accommodate “**general retail sales and services; highway-oriented sales and services; other general commercial activities defined in the LDC; customary accessory uses; and requisite**

community facilities.” The proposed use of a smoke shop would qualify as a miscellaneous store retailer, and therefore is in line with the intent of the CG district.

B. LAND DEVELOPMENT CODE/ZONING ELEMENTS: The following includes a review and analysis of the proposed conditional use based on the criteria outlined in **Section 7.12.10** of the Land Development Code:

C. CONDITIONAL USE ELEMENTS:

The proposed use of a smoke shop falls within the “**Other miscellaneous store retailers**” use category, which is a conditional use in the CG zoning district, as per Land Development Code **Section 7.12.06, Table 7-2**. In accordance with **Section 7.12.10, Land Development Code**, the applicant provided a conditional use request based upon the following:

1. Characteristic of Use
2. On and Offsite Improvement Needs
3. On-site Amenities
4. Criteria for Conditional Use

Criteria for Conditional Use, per *Section 7.12.10.C, Land Development Code*:

1. LAND USE COMPATIBILITY

Staff Comments: The proposed use is a Conditional Use within **Table 7-2, Section 7, Land Development Code (LDC)**.

Adjacent Land Uses: Smoke shops, or “other miscellaneous store retailers”, is listed as a conditional use in the Commercial General (CG) zoning district. The use is proposed within one of three existing suites on a 0.62-acre parcel. As per **Comprehensive Plan Policy 1-2.3.2: Commercial General (CG)**, the primary intent for the CG designated land is intended to accommodate general retail sales and services; highway-oriented sales and services; other general commercial activities defined in the LDC; customary accessory uses; and requisite community facilities. As proposed, the conditional use meets the intent of the CG zoning district.

Offsite Impacts: There are no anticipated off-site impacts.

2. SUFFICIENT SIZE, SITE SPECIFICATIONS, AND INFRASTRUCTURE

Staff Comments: The proposed project is compliant with the dimensional requirements listed in **Section 7.12.08**, as well as **Table 7-3, Land Development Code**.

Size: The applicant is proposing to locate within an existing 2,286 square foot retail space, located on Lot 2 of Crystal Beach Plaza. The site contains 0.62 acres, more or less (26,579 square feet). The landscaping and parking area is located on the parcel and is sufficient to accommodate all required facilities and design requirements related to the proposed use. The applicant has provided a shared parking agreement for the property.

Shared Parking: Aside from the proposed use, there are two other occupied suites that exist on the property, including Crystal Beach Plaza Lot 2, which has three units, including an ice cream shop, a fitness center., along with the proposed use to be located in the vacant unit. The previous use of this vacant unit required four (4) parking spaces, and the overall parking requirement for the site met the LDC requirements. But the proposed use is required to provide eight (8) parking spaces, leaving a deficit of four (4) spaces. However, the applicant has submitted a shared parking analysis and agreement that illustrates that peak hours of parking demand for each use do not overlap, suggesting that the parking on site is sufficient for all three uses. The shared parking agreement provided complies with ***Section 8.06.12, Reduction of the required number of vehicle parking spaces, Land Development Code***. The applicant is requesting consideration of a reduction in the number of required vehicle parking spaces as these retail stores' respective hours of need for maximum parking do not overlap. The owner of the property, jointly with the applicant, has agreed to provide shared parking through a shared parking agreement as required by ***Section 8.06.12, Reduction of the required number of vehicle parking spaces, Land Development Code***. Additionally, said shared parking agreement shall be recorded in the public records of Okaloosa County, Florida, prior to the issuance of any building permit or certificate of occupancy.

Access and Internal Circulation: Access is provided from the Emerald Coast Parkway Public Right-of-Way (ROW). Additionally, a second access point is located south of the development via a platted access easement.

Urban Design Enhancement: The necessary screening, buffers, landscaping, setbacks, and open space area already implemented as required by ***Section 12.04.00, Vehicle and Parking Standards, Land Development Code***, and as previously stated, the applicant is not proposing any external site improvements.

3. PROPER USE OF MITIGATIVE TECHNIQUES

Staff Comments: The proposed use is proposing no external site improvements; therefore, no additional mitigative techniques will be required. The site currently meets the stormwater requirements per ***Section 10.03.02, Stormwater Management, Land Development Code***.

4. HAZARDOUS WASTE

Staff Comments: There is no creation of hazardous waste anticipated with this use.

5. OVER PROLIFRATION OF USE

Staff Comments: Smoke shops, or “other miscellaneous store retailers”, are a Conditional Use in the CG zoning district. This portion of Emerald Coast Parkway is already an established commercial corridor, with various professional and business offices located in this area serving the residents of Destin. Within a one-mile radius from this location, Staff estimates that there is only one other smoke shop. Therefore, the proposal of a smoke shop is compatible with the surrounding uses without an over proliferation of such use.

6. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

Staff Comments: As proposed, the project meets the land development standards and regulations outlined in the Comprehensive Plan and Land Development Code.

7. PUBLIC COMMENT:

None received to date

A. Link to Strategic Goals / Objectives: Economic Development and Revitalization

B. Effect on Budget (EOB): There is no anticipated impact on the budget.

C. Level of Service (LOS): There is no anticipated effect on LOS.

III. CONCLUSION:

The Applicant is requesting a Conditional Use (21-40-CU) approval for the location of a smoke shop. The proposed use is a Conditional Use in CG, ***Section 7.12.00, Land Development Code.***

The project is consistent with the following:

1. Comprehensive Plan ***Policy 1-2: Future Land Use Element.***
2. Comprehensive Plan ***Policy 12-4.1.8: Multi-Modal Transportation District.***
3. Land Development standards outlined in ***Article 7, Land Development Code.***
4. Land Development standards outlined in ***Article 8, Land Development Code.***

Based upon these findings, Staff recommends approval of Conditional Use 21-40-CU, provided that the applicant provides the City with a copy of the executed shared parking agreement signed by the owner and all current tenants of the existing suites.

IV. RECOMMENDED MOTION:

I move that the Local Planning Agency recommend City Council approve Conditional Use 21-40-CU with the condition that the applicant provides the City with a copy of the executed shared parking agreement signed by the owner and all current tenants of the existing suites.

Attachments:

1. 34894 Emerald Coast Pkwy Parking Letter
2. 34894 Emerald Coast Pkwy Site plan_v1
3. 34894 Emerald Coast Pkwy floor plan_v1
4. 34894 Emerald Coast Pkwy Lease_v1

BARKER BUILDING CO., INC
PO BOX 2341
SANTA ROSA BEACH, FLORIDA 32459
850-420-1383



January 28, 2022

Attn: Tunazzina Alam
CITY OF DESTIN | Community Development
4100 Indian Bayou Trail
Destin, FL 32541

Ms. Alam:

I am writing you, as Owner's Agent for South Emerald Coast Property LLC, regarding 21-40-CU Smoke Shop Conditional Use Application and DO-125 Mattress Firm Simple Deviation Change Order.

The Simple Deviation allocated 4 spaces to unit B under furniture store use. The current proposed use for Unit B is smoke shop, which requires 8 spaces in accordance with the Land Development Code. This is 4 more spaces than the 4 allocated under the DO.

Pursuant to Section and paragraph 8.06.12.A.1 of the Land Development Code, we are requesting consideration of a reduction of joint use of parking spaces. The request is based on the fact that the peak hours of activity for the tenant mix as a whole does not overlap. The peak hours of operation are:

Unit A, Ice Cream – peak hours are 7:00 p.m. – 11:00 p.m.

Unit B, Smoke Shop – peak hours are 8:00 p.m. – 12:00 a.m.

Unit C, Fitness – peak hours are 5:00 a.m. – 6:45 p.m. (see attached fitness training schedule)

Please advise if there is any additional information that I may provide to assist with this request.

Best regards,

A handwritten signature in black ink, appearing to read "C. Barker", written in a cursive style.

Charlie Barker



- CARDIO
Wed
- RESISTANCE
Tues, Thurs, Sun
- HYBRID
Mon, Fri, Sat
- RECOVERY
Mon – Sun

Find a Class

My Account

S	M	T	W	T	F	S
16	17	18	19	20	21	22
23	24	25	26	27	28	29

Full Calendar

Wednesday, January 19

12:00 PM – 12:45 PM CST

Varsity

Bailey Wade

22 of 27 open

View details

BOOK

05:00 PM – 05:45 PM CST

Varsity

Gillian Takais

20 of 27 open

View details

BOOK

06:00 PM – 06:45 PM CST

Varsity

Gillian Takais

20 of 27 open

BOOK

[› View details](#)

Thursday, January 20

05:00 AM – 05:45 AM CST

Liberty

Gillian Takais

21 of 27 open

BOOK

[› View details](#)

06:00 AM – 06:45 AM CST

Liberty

Gillian Takais

23 of 27 open

BOOK

[› View details](#)

07:00 AM – 07:45 AM CST

Liberty

Gillian Takais

25 of 27 open

BOOK

[› View details](#)

09:30 AM – 10:15 AM CST

Liberty

Gillian Takais

16 of 27 open

BOOK

[› View details](#)

12:00 PM – 12:45 PM CST

Liberty

Bailey Wade

25 of 27 open

BOOK

[› View details](#)

05:00 PM – 05:45 PM CST

Liberty

Brandon Boyd

22 of 27 open

BOOK

[› View details](#)

06:00 PM – 06:45 PM CST

Liberty

Brianna Anderson (su...

24 of 27 open

BOOK

[› View details](#)

Friday, January 21

05:00 AM – 05:45 AM CST

Miami Nights

Gillian Takais

31 of 36 open

BOOK

[› View details](#)

06:00 AM – 06:45 AM CST

Miami Nights

Gillian Takais

33 of 36 open

BOOK

[› View details](#)

07:00 AM – 07:45 AM CST

Miami Nights

Gillian Takais

32 of 36 open

BOOK

[› View details](#)

09:30 AM – 10:15 AM CST

Miami Nights

Gillian Takais (*substitu...*)

31 of 36 open

BOOK

[› View details](#)

12:00 PM – 12:45 PM CST

Miami Nights

Bailey Wade

34 of 36 open

BOOK

[› View details](#)

05:00 PM – 05:45 PM CST

Miami Nights

Brandon Boyd (*substit...*)

33 of 36 open

BOOK

[› View details](#)

Saturday, January 22

07:00 AM – 08:00 AM CST

NOHO

Bailey Wade

34 of 36 open

BOOK

[› View details](#)

09:30 AM – 10:30 AM CST

NOHO

Brandon Boyd

28 of 36 open

BOOK

[› View details](#)

Sunday, January 23

09:30 AM – 10:15 AM CST

Wingman

Gillian Takais

28 of 36 open

BOOK

[› View details](#)

Monday, January 24

READY FOR SOME LIFE CHANGING TEAM TRAINING?

START TRIAL

[› View details](#)

06:00 AM – 06:45 AM CST

Abacus

Gillian Takais

35 of 36 open

BOOK

[› View details](#)

07:00 AM – 07:45 AM CST

Abacus

Gillian Takais

35 of 36 open

BOOK

[› View details](#)

09:30 AM – 10:15 AM CST

Abacus

Gillian Takais

36 of 36 open

BOOK

[› View details](#)

12:00 PM – 12:45 PM CST

Abacus

Bailey Wade

36 of 36 open

BOOK

[› View details](#)

05:00 PM – 05:45 PM CST

Abacus

Brandon Boyd

35 of 36 open

BOOK

[› View details](#)

06:00 PM – 06:45 PM CST

Abacus

Brandon Boyd

35 of 36 open

BOOK

[› View details](#)

Tuesday, January 25

05:00 AM – 05:45 AM CST

Renegade

Gillian Takais

34 of 36 open

BOOK

[› View details](#)

06:00 AM – 06:45 AM CST

Renegade

Gillian Takais

35 of 36 open

BOOK

[› View details](#)

07:00 AM – 07:45 AM CST

Renegade

Gillian Takais

35 of 36 open

BOOK

[› View details](#)

09:30 AM – 10:15 AM CST

Renegade

Gillian Takais

36 of 36 open

BOOK

[› View details](#)

12:00 PM – 12:45 PM CST

Renegade

Bailey Wade

36 of 36 open

BOOK

[› View details](#)

05:00 PM – 05:45 PM CST

Renegade

Brandon Boyd

35 of 36 open

BOOK

[› View details](#)

06:00 PM – 06:45 PM CST

Renegade

Brandon Boyd

35 of 36 open

BOOK

[› View details](#)

Lot 2, Crystal Beach Plaza

ALTA/ACSM LAND TITLE SURVEY

LEGAL DESCRIPTION:

(Per Title Commitment 5011612-2061-3689959, effective date 01/10/17, revised 02/01/2017)

Lot 2, CRYSTAL BEACH PLAZA, a Commercial Subdivision, according to the plat thereof as recorded in Plat Book 15, Pages 33 and 34, of the Public Records of Okaloosa County, Florida.
Parcel Identification Number: 00-2S-22-0587-0000-0020
Contains 0.61 acres or 26,591.98 Sq. Ft. more or less.

TOGETHER WITH a non-exclusive easement for ingress and egress over and across the Easterly 12 feet, more or less, of Lot 1 of said CRYSTAL BEACH PLAZA as more particularly set forth and described in that certain Cross Easement and Maintenance Agreement recorded in Official Records Book 1997, Page 2096, of the Public Records of Okaloosa County, Florida.

TOGETHER WITH a non-exclusive 40 foot access easement as shown on the plat of CRYSTAL BEACH PLAZA, a Commercial Subdivision, according to the plat thereof as recorded in Plat Book 15, Pages 33 and 34, of the Public Records of Okaloosa County, Florida.

SURVEYOR'S NOTES:

- REVIEW OF TITLE INSURANCE POLICY FOR MF DESTIN, LLC, ORDER #5011612-2061-3689959, EFFECTIVE DATE 01/10/17, REVISED 02/01/2017, AS PROVIDED, REVEALS THOSE EXCEPTIONS FROM COVERAGE, SCHEDULE B, PART 1, ITEMS 1-16, LISTED IN TABLE BELOW.
- NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS NOTED. SUBJECT TO A NON-EXCLUSIVE UTILITY EASEMENT 10 FEET WITHIN THE BOUNDARY LINES OF THAT PROPERTY NOW KNOWN AS THE PLAT OF CRYSTAL BEACH PLAZA, A COMMERCIAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 33 AND 34, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, AS RECORDED IN O.R. BOOK 1875, PAGE 841, PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
- BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM "FIRM" MAP COMMUNITY - PANEL NUMBER 12091C0493H, DATED DECEMBER 6, 2002, THE ABOVE DESCRIBED PROPERTY IS LOCATED IN ZONE X.
- BEARINGS SHOWN HEREON ARE BASED ON THE PLATTED SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30 (U.S. HIGHWAY 98, EMERALD COAST PARKWAY, R/W VARIES), SAID LINE BEING SOUTH 79°58'01" WEST, AS PER F.D.O.T. R/W MAP SECTION 57030-2548.
- EXPECTED USE OF THE SITE IS FOR COMMERCIAL PURPOSES AND THE ACCURACIES FOR CLOSURE WERE EXCEEDED FOR A SUBURBAN SURVEY. THIS SURVEY TRUE AND CORRECT AS PER 5J-17.051 AND 5J-7.052, FLORIDA ADMINISTRATIVE CODE. NO ADDITIONS OR DELETIONS FROM THIS SURVEY WITHOUT CONSENT FROM SIGNING PARTY.
- ELEVATIONS ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988. CONTOUR INTERVALS ARE ONE FOOT.
- DATA COLLECTION METHODS UTILIZED WERE WITH TOPCON SURVEY GRADE EQUIPMENT WITH PHYSICAL OCCUPATIONS MADE ON NGS MONUMENTS, HAVING PUBLISHED GEODETIC DATA. NO CONSTRAINED ADJUSTMENTS WERE MADE FOR THIS SURVEY.

ITEMS LISTED IN SCHEDULE BIII EXCEPTIONS:

First American Title Insurance Company, Owner's policy of title insurance policy No. 5011612-2061-3689959; EFFECTIVE DATE 01/10/17, REVISED 02/01/2017.

- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment. None identified per survey or title commitment.
- Any rights, interests, or claims of parties in possession of the land not shown by the public records. None identified per survey or title commitment.
- Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land. None identified per survey or title commitment.
- Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records. None identified per survey or title commitment.
- Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water. None identified per survey or title commitment.
- Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy. None identified per survey or title commitment.
- Taxes and assessments for the year 2017 and subsequent years, which are not yet due and payable. None identified per survey or title commitment.
- Restrictions, dedications, conditions, reservations, easements and other matters contained on the Plat of CRYSTAL BEACH PLAZA, as recorded in Plat Book 15, Pages 33 and 34, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law. Easement depicted on survey, affects subject property.
- Restrictions, covenants, conditions and easements, which include provisions for a private charge or assessment, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in Declaration of Covenants and Restrictions Crystal Beach Plaza Shopping Center recorded in Official Records Book 1875, Page 841, and the amendments thereto recorded in Official Records Book 1876, Page 1358; Official Records Book 1895, Page 1026 and Official Records Book 1997, Page 2090. Easements, height limitations depicted on survey, affects subject property.
- Terms, conditions, easements and other provisions contained in Cross Easement and Maintenance Agreement recorded in Official Records Book 1997, Page 2096. Easement depicted on survey, affects subject property.
- Lease by and between MF Destin, LLC, Landlord, and Mattress Firm, Inc., Tenant, dated November 24, 2014, as amended January 7, 2015. (as to Owners Policy only) (revised 2/1/17 mgf). Not survey related, not plottable.
- Lease by and between MF Destin, LLC, Landlord, and Emerald Coast Subs IV, LLC, Tenant, dated November 12, 2014, as amended May 27, 2015 and December 7, 2015. (as to Owners Policy only) (Effective Date 01/10/2017, revised 2/1/17 mgf) Not survey related, not plottable.
- Terms, covenants, conditions and other matters contained in any unrecorded Lease(s) and all rights thereunder of the Lessee(s) and of any person claiming by, through or under the Lessee(s). Not survey related, not plottable.

SURVEYOR'S CERTIFICATE:

To MF Destin, LLC, a Florida limited liability company; Everbank, a federal savings bank, its successors and/or assigns as their interests may appear; First American Title Insurance Company.

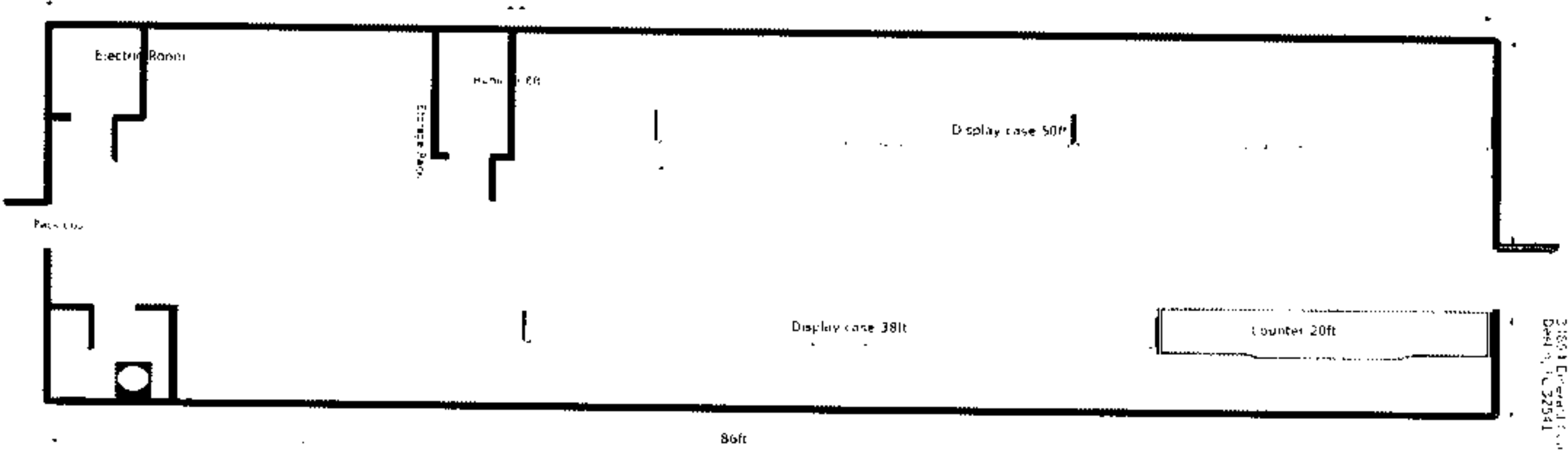
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS. The field work was completed on February 07, 2017.

Shannon D. Clatchey, PSM, Florida Reg. # 6178

Dated

NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER		ALTA/ACSM LAND TITLE SURVEY Lot 2, Crystal Beach Plaza 34894 and 34896 Emerald Coast Pkwy Parcel ID# 00-2S-22-0587-0000-0020 RARE EARTH SURVEYING & MAPPING Professional Surveyor - Florida Licensed Business No. 7350 1402 Five Street, Naples Florida 34108 TEL (888) 898-8147 FAX (850) 728-2516	
REVISIONS		Job No:	16-0276
Rev. _____ Date: _____		Cadd File:	16-0276 ASB
Rev. _____ Date: _____		Field Date:	Sept./2016
Rev. _____ Date: _____		Drawn By:	PM/SS
Rev. _____ Date: 02/08/2017		Field By:	SC
		Field Bk/Pg:	N/A

Contiguity Statement concerning Lot 2, Crystal Beach Plaza and that platted access easement and 24' ingress-egress easement. From field survey and subsequent investigation into those easements noted as platted 40' access easement and 24' ingress-egress easement per O.R. Book 1997, page 2096, public records of Okaloosa County, Florida, I, Shannon Clatchey, a licensed Florida land surveyor, PSM #6178, do attest that those easements of record are contiguous to Lot 2, Crystal Beach Plaza, having no gaps or gores and are in accord with the intention and geometry of the plat.



21551 Emerald Court, Ste. 101, Uptown, UT 84002
Phone: 435-254-1111

SHOPPING CENTER LEASE AGREEMENT

THE STATE OF FLORIDA

COUNTY OF OKALOOSA

Lease Agreement ("Lease"), made and entered into this 10th day of September, 2021, with effective date provided below, by and between South Emerald Coast Property, LLC., a Florida Limited Liability Corporation, hereinafter called "Lessor" and S Food Mart Nine LLC, a Florida Limited Liability Company, hereinafter called "Lessee".

WITNESSETH:

That for and in consideration of the covenants, agreements and stipulations herein contained, Lessor does hereby demise and lease unto Lessee and Lessee does hereby take, rent and hire from Lessor for the term and upon the terms and conditions hereinafter set out, a lease space in the Destin West Shopping Center (the "Shopping Center").

The tract upon which the Shopping Center is located is more particularly described on Exhibit "A" hereunto attached. The lease space hereby demised ("the Premises") is outlined in red on the plan of the Shopping Center attached hereto as Exhibit "B". Both of said Exhibits have been initialed by the parties hereto and made a part hereof. Lessor reserves the right to place in, under, over or through the Premises all pipes, wires, lines and facilities serving other areas of the Shopping Center.

FUNDAMENTAL LEASE PROVISIONS

Whenever the following terms appear in this Lease with their initial letter(s) capitalized, such use shall constitute a reference to the appropriate descriptions for such terms in this section.

- (a) **Shopping Center** (including street address):
Destin West Shopping Center
34894 Emerald Coast Parkway
Destin, Florida, 32541
- (b) **Lessor** [Landlord] (including mailing address):
South Emerald Coast Property, LLC
1931 Cordova Road, Suite 304
Fort Lauderdale, Florida 33316
- (c) **Lessee** [Tenant] (address and email address):
S Food Mart Nine LLC
4781 N 9th Ave
Pensacola, FL 32503
- (d) **Lessee's Trade Name:** Smoke Shop
- (e) **Premises:** That portion of the Shopping Center known as address 34894 Unit #2 Emerald Coast Parkway, Destin, Florida 32541 identified and/or outlined in red on the plot plan attached hereto as Exhibit "B" and made a part hereof for all purposes and containing approximately 2,286 square feet of rentable area.
- (f) **Permitted Use:** Operation of a Smoke & Vape Shop selling tobacco related products
- (g) **Term/Commencement date:** Following Lease execution by both parties a period

Year 1	\$28.00/SF annually or \$4,533.67 per month (Base term)
Year 2	\$28.00/SF annually or \$4,533.67 per month (Base term)
Year 3	\$28.84/SF annually or \$4,669.68 per month (Base term)
Year 4	\$29.71/SF annually or \$4,810.54 per month (Base term)
Year 5	\$30.60/SF annually or \$4,954.65 per month (Base term)
Year 6	\$31.51/SF annually or \$5,101.99 per month (Base term)
Year 7	\$32.46/SF annually or \$5,255.82 per month (Base term)
Year 8	\$33.43/SF annually or \$5,412.87 per month (Base term)
Year 9	\$34.44/SF annually or \$5,576.41 per month (Base term)
Year 10	\$35.47/SF annually or \$5,743.18 per month (Base term)
Year 11-15	Option #1 Five (5) years with 2% increase each year
Year 16-20	Option #2 Five (5) years with 2% increase each year
Year 21-25	Option #3 Five (5) years with 2% increase each year

DS
MRDS
BB

- (i) **Security Deposit:** Equal to First month's base rental, plus NNN and Sales Tax due upon Lease execution.
- (j) **Pre-Paid Rent:** Equal to First month's base rental, plus NNN and Sales Tax due upon Lease execution.
- (k) **Common Area Maintenance** (Estimated Contribution): \$2,253.88 per year, payable in equal monthly installments of \$187.82, plus sales tax subject to adjustments as set forth in Paragraph 10 hereof. CAM currently \$5.30 per square foot, based on actual size of the Premises, and including the prorated amounts for common area maintenance charges, ad valorem tax, property insurance and any and all association fees and assessments, subject to change each year, based on actual expenses. Landlord agrees to cap controllable expense at 3% annually. No cap on taxes or insurance.
- (l) **Taxes** (Estimated Contribution): \$5,440.40 per year, payable in equal monthly installments of \$453.37, plus sales tax subject to adjustment as set forth in Paragraph 5 herein.
- (m) **Casualty Insurance** (Estimated Contribution): \$2,603.62 per year, payable in equal monthly installments of \$216.97, plus sales tax subject to adjustment as set forth in Paragraph 15 herein.
- (n) **Prepaid Minimum Rental:** \$5,391.83, plus sales tax payable upon execution of this Lease, as a prepayment of the Minimum Rental, Common Area Maintenance, Taxes, and Casualty Insurance Contributions for the first full month of the Term.
- (o) **Rental Payment Place:** Per ACH Authorization TBD or at such as Lessor may from time-to-time designate in writing.
- (p) **Pro Rata Share:** 26.88%, representing the percentage of the total rentable space in the Shopping Center included within the Premises.
- (q) **Security Deposit:** \$5,391.83 Plus sales tax payable upon execution this lease.
- (r) **Personal Guarantors (including mailing address):**

- (s) **Delivery Date (Occupancy):** Following Lease execution, and delivery of space to Tenant in a broom – clean condition, Tenant's delivery of appropriate insurance policies and certifications to Landlord, and any regulatory permits or occupancy requirements of the local jurisdiction.
- (t) **Exclusive Use:** Provided that Tenant is not in default of Lease terms and so long as Tenant remains in continuous operation, Landlord will not lease any space in the retail building to any other business in which revenues are primarily competing.

1. **Purpose.** Lessee shall use the Premises solely for the Permitted Use. Lessee shall not use or permit use of the Premises for any other purpose without the written consent of Lessor. Lessee's business shall be advertised as and operated under Lessee's Business Name unless and until the chain or franchise (if any) changes its name, whereupon Lessee may use and advertise such new name. Lessee shall not conduct any auction, bankruptcy, fire, "lost our lease", "going out of business", or similar sale. Lessee shall not use any loudspeaker, phonograph, radio or sound amplifier which is audible outside the Premises. Lessee shall not commit or permit any act which is a nuisance or annoyance to Lessor or other Lessees, or which might, in the exclusive judgment of Lessor, appreciably damage Lessor's goodwill and reputation, or which could tend to injure or depreciate the Shopping Center.

Lessee binds and obligates itself to occupy and use the entire Premises continuously during the Term of this Lease for the purpose provided above and according to the generally accepted best standards for the operation of same or similar businesses, and in a manner reasonably calculated to produce maximum Gross Sales, as defined below, including without limitation: maintaining a sufficient staff of employees and a reasonable business inventory; remaining open for business on regular business days and during regular business hours (normal business holidays excepted).

2. **Term.** The Term of this Lease shall begin on the Commencement Date and terminate on the Termination Date, unless sooner terminated in accordance with the terms and conditions hereinafter set forth. Any entry onto or use of the Premises by Lessee prior to the Commencement Date shall be governed by all of the terms and provisions of this Lease except those requiring payment of rent. Provided that, notwithstanding the foregoing, if Lessee opens the Premises for business prior the Commencement Date, then the Commencement Date shall be deemed to be the date on which Lessee opens the Premises for business. At the request of Lessor from time-to-time, Lessee shall execute one or more memoranda or letters stating and confirming the Commencement and Termination Dates of this Lease as well as current amount owed if current or if not current. Additionally, Lessee to execute one or more memoranda stating if Landlord is current with any amount due to Tenant.

3. **Minimum Rental.** Lessee covenants and agrees to pay Lessor the Minimum Rental via ACH at the Rental Payment Designation, plus sales tax, on the first day of each month, payable in advance for each month for the Term of this Lease. Lessee shall pay the Prepaid Minimum Rental upon execution of this Lease, for the first full month of the Term.

4. **Percentage Rental.** N/A

5. **Taxes.** Lessee shall pay its Pro Rata Share of all real property and ad valorem property taxes

6. Rent Payments. All payments of Minimum Rental, additional rental or other payments due under this Lease (all of which are collectively referred to as "Rent") shall be paid to Lessor via ACH without demand, deduction, abatement or off set, except as expressly provided herein. In the event that any Rent payment is not received by the fifth (5th) of the month in which it is owed, in the case of Minimum Rental or additional rental, and by the 1st day of the month after monthly or annual statements are due in the case of End of Year Reconciliation, then a delinquent charge of ten percent (10%) of the amount due shall be charged Lessee, and such charge shall be due with the Rent payment as additional rental. If Lessee fails to timely pay two (2) consecutive installments of Minimum Rental, Percentage Rental, additional rental, or other payment specified herein, or any combination thereof, Lessor may require Lessee to pay (in addition to any "late charge") Minimum Rental, additional rental, and other payments specified herein (as estimated by Lessor, if necessary) quarterly in advance and, in such event, all future payments shall be made on or before the due date in cash or by cashier's check or money order, and the delivery of Lessee's personal or corporate check shall no longer constitute payment thereof. Any acceptance of Lessee's personal or corporate check thereafter by Lessor shall not be construed as a waiver of the requirement that such payments be made in cash or by cashier's check or money order. Any amount so estimated by Lessor and paid by Lessee shall be adjusted promptly after actual figures become available and paid or credited to Lessor or Lessee, as the case may be. Should Lessee make any payment with a check and such check be returned for insufficient funds or other reason not the fault of the Lessor, the Lessee shall pay to Lessor on demand a processing fee of \$50.00 per returned check.

7. Lessee's Premises. Lessee's Premises shall be constructed in accordance with the "Plans and Specifications", Exhibit "D" and "Construction Rider", Exhibit "E", which are attached hereto and made a part hereof for all purposes.

8. Signs. Lessee shall not place or suffer to be placed or maintain on the exterior of the Premises or in the parking area or sidewalks, any sign, advertising matter, exterior lighting, shades or awnings, or any other thing of any kind, and shall not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door of the Premises or install or change any signs, windows, or doors without first obtaining Lessor's written approval. Signage approved at Lease Execution, but only with Landlord approval: Tenant shall have the right and obligation to install at its own expense, a sign in compliance with the center sign criteria, which shall be submitted to Landlord for review and comment. All signage is subject to local governmental approval. Lessee shall maintain in good condition and repair at all times any such signs, fascia signs, lettering, advertising matter or other things as may be approved in accordance with the sign criteria attached hereto as Exhibit "C".

Lessor shall have the right to enter the Premises, if necessary, and remove any items placed by Lessee on the Premises or in the Shopping Center in violation of this provision.

9. Common Areas. Lessor shall provide Common Areas (as hereinafter defined and as shown on Exhibit "B" attached hereto) in the Shopping Center and make necessary repairs thereto. For purposes of this Lease, the phrase "Common Areas" includes the customer's parking area, employees' parking area, service drives and service roads, traffic islands, landscaped areas, loading and service areas, sidewalks, roofs, gutters and downspouts, sprinkler risers serving all or any buildings located in the Shopping Center, electrical gutters serving all or any buildings located in the Shopping Center, and such other portion or portions of the Shopping Center (not leased or rented or held by Lessor for the purposes of being leased or rented to other tenants) as may from time to time be designated or treated by Lessee as part of the Common Areas, as well as drainage facilities and lighting facilities serving any one or more of the aforesaid areas.

Lessee, its employees, customers and invitees shall have the nonexclusive right to the use of the

Employees of Lessee shall park only in the employee parking areas designated by Lessor. Lessee shall not load or unload any trucks or permit any trucks serving the Premises, whether owned by Lessee or not, to be loaded or unloaded at the Shopping Center except in the areas designated for such use by Lessor. No garbage, refuse or debris shall be deposited or stored by Lessee in any Common Areas except as designated by Lessor, and then only in approved containers and handled in such a manner as to not be offensive and not create a nuisance, nor shall any merchandise be sold by Lessee in any Common Areas. Lessee further hereby consents to the terms of any cross-easement agreements which Lessor may elect to enter into with respect to the Common Areas and it shall not be necessary for Lessee to join in such cross-easements. Lessor may temporarily close all or a portion of Common Areas if needed to perform repairs or maintenance. Nothing in this Lease shall be construed to mean that the Common Areas, or any part thereof, are a part of the Premises.

10. Common Area Maintenance. Lessee agrees during the Term of this Lease, or any extension thereof, to contribute monthly on the same day as the Rent becomes due hereunder, its Pro Rata Share of the Common Area Maintenance Costs (as hereinafter defined). The sum to be contributed shall be determined by Lessor from time to time and shall be the Lessor's best estimate of the actual expenses for these services. The phrase "Common Area Maintenance Costs" shall mean, for each calendar year (or portion thereof) during the term of this Lease, the aggregate of all costs, expenses and liabilities of every kind or nature paid or incurred by Lessor (to the extent that Lessor, in its good faith judgment, regards it as reasonably necessary or appropriate to provide the services and materials hereafter referred to and to pay and incur the costs, expenses and liabilities hereafter referred to) in connection with: sweeping, cleaning, removing debris from, maintaining, restriping and repairing the Common Areas; lighting the Common Areas (including replacement of bulbs and ballasts, and painting, repairing and maintaining of light standards); providing project identification signs; providing signs and/or personnel for assisting in traffic control and management at the Common Areas; constructing, operating and repairing and maintaining any on-site or off-site utilities necessary or appropriate for the operation of the Common Areas; providing and maintaining planting and landscaping with respect to the Common Areas; providing security services with respect to the Common Areas; operating any loudspeakers or other equipment supplying music; utilities charges for any services to the Common Areas; repair, rental costs for and depreciation of equipment used in the operation and maintenance of the Common Areas; repairing and maintaining utility lines located in the Common Areas which do not exclusively serve one tenant in the Shopping Center; exterminating and pest control in the Common Areas; periodic repainting of exterior walls of the buildings comprising a portion of the Shopping Center (including steam cleaning or sandblasting thereof or other graffiti-removal procedures); repairing and maintaining overhead canopies at the Shopping Center (including, without limitation, lighting and tiles); repairing and maintaining sprinklers and sprinkler-risers serving the Premises, the building of which they are a part and the Common Areas; repairing and maintaining sidewalks in the Common Areas (including, without limitation, periodic steam cleaning thereof); plus other costs and expenses relative to operating, managing and equipping the Common Areas, including, without limitation, subdivision maintenance fees or dues; fire safety and related expenses, property owners association fees or dues and similar charges. Lessee further agrees that if any deficiency in the fund created for Common Area Maintenance Costs shall occur or the budgeted contribution amount needs to be changed, in the sole determination and discretion of Lessor, Lessee shall pay its Pro Rata Share of such deficiency or budgeted amount within ten (10) days of presentment of notice. Any excess in such fund shall be credited annually to Lessee. Lessor shall, upon written request, present to Lessee a statement itemizing all Common Area Maintenance Costs and the calculation by which the Lessee's share of any deficiency was determined. Lessor shall keep complete books and records on such costs and Lessee shall have the right, at its expense, to inspect, audit and copy from such books and records upon reasonable advance notice during business hours.

11. Maintenance and Repairs. Lessee agrees that its acceptance of the Premises by commencing

Lessee's cost and expense, including, without limitation, all other repairs and maintenance necessary or appropriate to cause the Premises to be suitable for Lessee's intended commercial purpose and occupancy; and Lessee, at its sole expense, shall make all repairs, perform all maintenance, and provide all renewals and replacements at and to the Premises, including, but not limited to, the floor covering, doors, heating and air conditioning equipment (whether any such equipment is roof mounted or otherwise affixed outside the Premises), electrical equipment and fixtures, plumbing fixtures, equipment, and appurtenances, elevators, wiring (including that within walls or ceiling or under flooring or floor covering), plumbing lines (including water lines and gas lines) within walls or ceilings and under flooring or floor covering, all broken or cracked plate glass and glass windows, exterminating and pest control within the Premises, and any other items not specifically set out as the Lessor's responsibility within this Lease. Lessee shall not make, or permit to be made, any penetration in the roof of the building of which the Premises are a part, but shall be responsible for all rooftop flashing around the rooftop air conditioning unit. In the event that any such roof penetration is required in connection with any repairs, maintenance, renewals or replacements required to be made by Lessee hereunder, Lessor shall perform such roof penetration at Lessee's cost within a reasonable time after notice from Lessee, and Lessee shall pay the cost thereof upon demand.

Lessee shall not commit waste and shall not injure the Premises or the building of which they are a part, but shall maintain the Premises in a clean, attractive condition and in good repair, and shall also keep adjacent sidewalks clean.

Lessee shall provide and maintain odor-proof and vermin-proof receptacles for Lessee's own use in the event refuse is temporarily stored outside of the Premises, and Lessee shall be responsible for the removal of said refuse and shall promptly and strictly comply with all health, sanitary or other laws, regulations and ordinances pertaining to the depositing and removal of such refuse from or about the Premises. Lessee shall maintain an adequate number of approved (by Lessor) fire extinguishers in the Premises as may be reasonably required by Lessor, and in no event less than one such extinguisher for the Premises.

Lessor shall not be liable to Lessee or any other person whomsoever for injury or damage to persons, or property received on or incidental to the use of said Premises, and Lessee hereby indemnifies and holds harmless the Lessor from and against any loss, claim, expense or liability in connection therewith including, but not limited to, any loss, claim, expense or liability relating to Lessee's failure to repair or maintain.

12. Alterations and Installations. Lessee shall not make any additions, alterations, or changes to the Premises without first obtaining Lessor's written approval. At such time as Lessee requests such written approval, Lessee shall submit plans and specifications for such additions, alterations or changes.

Lessee may install machinery, equipment and trade fixtures necessary for the conduct of its business. Subject to the lien and security interest and other rights of Lessor referred to in this Lease, Lessee shall, during the Term, remove only "Removable Trade Fixtures", as hereinafter defined (excluding all components of the HVAC system, pipes, paneling or other wall covering or floor covering), and, in addition to other applicable provisions of this Lease regarding such removal, the following shall apply: (1) such removal must be made prior to the termination of the Term of this Lease; (2) Lessee must not be in default of any obligation or covenant under this Lease at the time of such removal; and (3) such removal must be effected without damage to the Premises or the building of which the Premises are a part and Lessee must promptly repair all damage caused by such removal. For the purposes hereof, the phrase "Removable Trade Fixtures" means the following: all of Lessee's counters, tables, chairs, desks, racks, merchandisers and displayers, standards, wall brackets, hang-rods, shelves, mirrors, marking equipment, cash registers and other business machines.

All plumbing or electrical wiring connections exposed as a result of the removal of Lessee's Removable Trade Fixtures, or other alterations, additions, fixtures, equipment and property installed or placed by it in the Premises (if such removal is so requested by Lessor) shall be capped by Lessee in a safe and workmanlike

maintenance or provide such renewal or replacement. Lessee shall, on demand, pay the cost thereby incurred by Lessor.

14. Compliance with Laws. Lessee, at its own expense, shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county and city governments and all departments thereof applicable to the Premises or the business conducted therein by Lessee. Lessor and Lessee agree that the terms of this lease shall control in all matters affecting Lessor and Lessee and further agree that Lessor shall be exempted from all liabilities and duties contained in Section 93.002 of the Texas Property Code.

15. Indemnity and Liability and Casualty Insurance. Lessee agrees to indemnify and hold Lessor and Lessor's employees, agents and representatives harmless from any and all loss, claims or liability (including costs and expenses of defending against all of the aforesaid) arising (or alleged to arise) from any act or omission of Lessee or Lessee's agents, employees, assignees, sublessees, contractors, customers, licensees, concessionaires or invitees, or arising out of the use of the Premises by Lessee and the conduct of its business therein, or arising out of any breach or default by Lessee in the performance of its obligations hereunder, or arising from any injury to or death of any person or persons or damage to or destruction of the property of any person or persons occurring in or about the Premises or in the sidewalks adjacent thereto, and Lessee assumes responsibility for the condition of the Premises and agrees to give Lessor written notice in the event of any such injury, death, damage, destruction, defect or disrepair.

Lessor agrees to indemnify and hold harmless Lessee and Lessee's employees, agents and representatives from any and all losses, claims and liabilities (including costs and expenses of defending against all of the aforesaid) arising or alleged to arise from any act or omission of Lessor or Lessor's agents, employees or contractors in the conduct of its obligations hereunder, arising out of any breach or default by Lessor in the performance of its obligations hereunder, or arising from any injury to or death of any person or persons or damage to or destruction of the property of any person or persons occurring in or about the Shopping Center (other than the Premises occupied by Lessee or the sidewalks immediately outside thereof).

Lessor shall maintain in full force and effect during the Term of this Lease, fire and extended coverage casualty insurance on the building improvements of the Shopping Center. Lessee shall take out and maintain, at its own cost and expense during the Term, commercial general liability insurance coverage in a minimum amount of \$1,000,000.00 with respect to each occurrence and \$2,000,000.00 with respect of the general aggregate amount, which commercial general liability policy shall include coverage for bodily injury and death, property damage and products liability coverage. Such policy shall name Lessor (and any of its affiliates, subsidiaries, successors and assigns designated by Lessor) and Lessee as the insureds.

If Lessee is engaged in any way in the sale of alcoholic beverages, either for consumption of alcoholic beverages on the Premises or off the Premises, Lessee shall also maintain liquor liability insurance with the limits of not less than \$2,000,000.00 for each common cause and \$2,000,000.00 aggregate. If written on a separate policy from the commercial general liability policy, such policy shall name Lessor (and any of its affiliates, subsidiaries, successors and assigns designated by Lessor) as an additional insured.

Lessee agrees to take out and maintain at all times during the Term a policy of fire and extended coverage casualty insurance on its improvements, alterations, and other personal property placed at the Premises (including, but not limited to, the rooftop HVAC and plate glass). Such policy shall contain a replacement cost endorsement. In the event that Lessee sustains a loss by reason of fire or other casualty, and such fire or casualty is caused in whole or in part by acts or omissions of Lessor, its agents, servants or employees, then Lessee agrees to look solely to its insurance proceeds (if any); and Lessee shall have no claim or right of recovery against Lessor, or the agents, servants or employees of Lessor; and no third party shall have any claim or right of recovery by way of subrogation or assignment or otherwise. Such insurance policy shall

Lessee shall not engage in any activity, violate any Federal Law or business which would cause Lessor's fire and extended coverage insurance to be canceled or which would result in higher premiums, or result in and financial lending disparities. Should the nature or conduct of Lessee's business in the Premises result in increased fire and extended coverage premiums for the Premises and/or the adjoining and surrounding improvements owned by Lessor, Lessee shall pay Lessor during the term thereof an amount equal to such increase or monetary damages so long as it shall continue in effect.

The policies of insurance required to be maintained by Lessee under the terms of this Lease are referred to herein in the singular as a "Required Policy" and in the plural as "Required Policies". All Required Policies shall be in a form and with a company acceptable to Lessor and shall be endorsed so as to be non-cancelable with respect to Lessor and not subject to material change except upon thirty (30) days' prior written notice to Lessor. Lessee agrees to initially deliver to Lessor a duplicate original or certificate of each Required Policy upon tender of possession of the Premises to Lessee and at all times during the Term, to maintain a duplicate original or a certificate of all Required Policies on deposit with Lessor.

In addition to all Rent and other payments to be made by Lessee as provided herein, Lessee shall also pay monthly (1) its Pro Rata Share of the cost of the property, fire and extended coverage insurance and (2) its Pro Rata Share of Lessor's public liability (including bodily injury and property damage) insurance coverage and Workmen's Compensation and other casualty or property insurance which may be procured by Lessor providing coverage for the Shopping Center.

16. Condemnation. If, during the Term hereof, all or substantially all of the Shopping Center or Premises shall be taken for public or quasi-public purposes, this Lease shall thereupon terminate as of the date of such taking, and Lessor shall return to Lessee any unearned rent paid in advance. However, if only part of said Premises be so taken, Lessor may elect to continue this Lease as to the part not so taken, the Minimum Rental herein reserved shall be abated in the proportion that the area so taken bears to the total area of the Premises, and Lessor shall rebuild the Premises substantially to their previous condition at his expense up to the amount of money awarded for such purpose. It is expressly agreed and understood that all sums awarded, allowed or agreed for such taking of said Premises or any part thereof, or for damages for any such taking, shall belong to Lessor, and same are hereby assigned to Lessor, and Lessee shall have no interest in or claim to such award or any part thereof, whether such award be for the taking of such property, or for the damages or otherwise.

In the event that any authority having the power of eminent domain requests that Lessor convey to such authority all or any portion of the Shopping Center or all or any portion of the Premises, Lessor shall have the right to make a voluntary conveyance to such authority of all or any portion of the Shopping Center or all or any portion of the Premises, whether or not proceedings have been filed by such authority; and in the event of any such voluntary conveyance, it shall nevertheless for all purposes hereunder be deemed that there has been a taking by such authority of the property voluntarily conveyed by Lessor. Accordingly, all of the provisions of this Paragraph 16 shall be applicable notwithstanding such voluntary conveyance.

17. Destruction of Premises. If, at any time during the Term of this Lease, the Shopping Center or the Premises are totally destroyed or so badly damaged by fire, storm, explosion or other casualty so that the same are rendered unusable for the purpose hereby leased, then Lessor shall have the option of terminating this Lease or rebuilding same. If any such event shall occur, Lessee shall immediately give written notice thereof to Lessor. Within ninety (90) days after such casualty, Lessor shall notify Lessee in writing of Lessor's decision. In the event Lessor elects not to rebuild the same, then this Lease shall be considered terminated as of the date of the casualty, and Lessor shall return any unearned rent paid in advance. If it is Lessor's decision to rebuild, then Lessor shall begin the work within ninety (90) days following the date of such notice to Lessee, pursuing

18. Assignment and Subletting; Sale of Premises

18.1 Lessee shall not assign, or in any manner transfer this Lease or any estate or interest therein, or sublet the Premises or any part thereof, without the prior written consent of Lessor and any such attempt to assign, transfer or sublet shall be void and of no effect. Lessee acknowledges that this Lease is personal to Lessee for the use specified herein, and that Lessor may condition any consent on an increase in Rent or any other changes in the terms and conditions thereof. In the event that the rent due and payable by an Assignee or Sublessee exceeds the rent payable under this Lease by the Assignor or Sublessor, the excess rental or consideration shall be paid by Lessee to Lessor within ten (10) days following receipt thereof by Lessee. Consent by Lessor to one or more assignments or subletting shall not operate as a waiver of Lessor's rights as to any subsequent assignments and subletting. Notwithstanding any assignment or subletting, Lessee shall at all times remain fully responsible and liable for the payment of all Rent and other fees and charges herein specified and for compliance with all its other obligations under this Lease.

18.2 Lessee shall submit the request for the assignment and sublease to Lessor at least thirty (30) days prior to the proposed assignment and sublease, along with the required documentation, statements, financial qualifications, and a non-refundable five hundred dollar (\$500.00) fee for Lessor's review of the proposed assignment and sublease whose consent will not be unreasonably withheld.

18.3 If Lessee is a corporation, then any transfer of this Lease from Lessee by merger, consolidation or dissolution or any change in ownership or power to vote a majority of the voting stock in Lessee outstanding at the time of execution of this Lease (or at any future time) shall constitute an assignment for the purpose of this Lease. For purposes of this Section, the term "voting stock" shall refer to shares of stock regularly entitled to vote for the election of directors of the corporation involved.

If Lessee is a general partnership having one or more corporations as partners or if Lessee is a limited partnership having one or more corporations as general partners, the provisions of the preceding paragraph shall apply to each of such corporations as if such corporation alone had been the Lessee hereunder.

If Lessee is a general partnership (whether or not having any corporations as partners) or if Lessee is a limited partnership (whether or not having any corporations as general partners), the transfer of the partnership interest or interest constituting a majority shall constitute an assignment for the purposes of this Lease.

18.4 In the event of the transfer and assignment by Lessor of its interest in this Lease and in the building containing the Premises to a person, firm, corporation or any other entity, assuming Lessor's obligations under this Lease, Lessor shall thereby be released from further obligations hereunder and Lessee shall look solely to the responsibility of such successor in interest of the Lessor. Any security given by Lessee to secure performance of its obligations hereunder may be assigned and transferred by Lessor to such successor in interest of Lessor and Lessor, upon such assignment or transfer, shall thereby be discharged of any further obligation relating thereto.

18.5 In the event of a transfer, assignment or sale of the Premises, Lessee agrees to be bound to and attorn to such transferee, assignee or purchaser as if such transferee, assignee or purchaser were the original Lessor hereunder.

19. Surrender of Premises and Holding Over. At the expiration of the Term, Lessee shall surrender the Premises in the same condition as the Premises were in upon delivery of possession thereof to Lessee, reasonable wear and tear excepted, and damage by unavoidable casualty excepted (to the extent, and only to the extent, that the same is covered by the proceeds of Lessor's fire and extended coverage insurance policy), and Lessee shall surrender all keys for the Premises to Lessor at the Rental Payment Place, and shall inform Lessor in writing of all combinations on locks, safes and vaults, if any, in the Premises.

20. Events of Default and Remedies

20.1 Lessor has entered this Lease upon the condition that Lessee shall punctually and faithfully perform all of the Lessee's covenants, conditions and agreements. Each of the following acts or omissions of Lessee or occurrences shall constitute an "Event of Default":

- (a) failure of Lessee to timely pay any installment of Rent or any other sum due hereunder
- (b) failure of Lessee to open for business within thirty (30) days after the Premises are ready for occupancy or within such other period as may be prescribed
- (c) failure of Lessee thereafter to continuously operate its business in accordance with the terms of this Lease.
- (d) failure of Lessee to keep the Premises open for business during the hours provided for herein and such failure occurs on two or more days in any calendar year
- (e) the vacation or abandonment of the Premises by Lessee
- (f) failure of Lessee to timely observe or perform any other covenant, term or condition set forth in this Lease and such failure continues for a period of ten (10) days from the date of written notice thereof from Lessor to Lessee (or if such failure cannot reasonably be cured within ten (10) days, failure of Lessee to commence to cure within such ten (10) days or failure thereafter to diligently and continuously prosecute the curing of such failure until completion);
- (g) Lessee or any Guarantor shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or Lessee or any Guarantor shall commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or Lessee or any Guarantor shall take any corporate action to authorize, or in contemplation of, any of the actions set forth above in this subsection (g); or
- (h) any case, proceeding or other action against the Lessee or any Guarantor shall be commenced seeking to have an order for relief entered against it as debtor or adjudicated as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property.

20.2 Upon the occurrence of any Event of Default, Lessor shall have the option to pursue any one or more of the following remedies, in addition to all other rights and remedies given hereunder or by law or equity, without any notice or demand whatsoever:

- (a) Terminate this Lease, in which event Lessee shall immediately surrender possession of the Premises to Lessor;
- (b) Enter upon and take possession of the Premises and expel or remove Lessee and any other occupant therefrom, with or without having terminated the Lease; or
- (c) Alter locks and other security devices at the Premises.

Exercise by Lessor of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises by Lessee, whether by agreement or by operation of

amended (or any subsequent similar statute relating to notice prior to instituting such action or proceeding). To the extent of any inconsistency between this Lease (as it may be hereafter amended or recodified), it is the agreement of the parties that this Lease shall prevail.

If Lessee should fail to make any payment or cure any Event of Default hereunder within the time herein permitted, Lessor, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such default for the account of Lessee (and enter the Premises for such purpose), and thereupon Lessee shall be obligated to, and hereby agrees to pay Lessor, upon demand, all costs, expenses and disbursements incurred by Lessor in taking such remedial action.

In the event of termination of this Lease or of Lessee's right to possession of the Premises or repossession of the Premises for an Event of Default, Lessor shall not have any obligation to relet or attempt to relet the Premises, or any portion thereof, or to collect rental after reletting (if any); but Lessor shall have the option to relet or attempt to relet and in the event of reletting, Lessor may relet the whole or any portion of the Premises for any period, to any tenant, and for any use and purpose.

In the event Lessor elects to terminate this Lease by reason of an Event of Default or in the event Lessor elects to terminate Lessee's right to possession of the Premises without terminating this Lease, Lessor may hold Lessee liable for all Rent and other indebtedness accrued to the date of such termination, plus such Rent and other indebtedness as would otherwise have been required to be paid by Lessee to Lessor during the period following termination of the Term (or Lessee's right to possession of the Premises, as the case may be) measured from the date of such termination by Lessor until the date which would have been the date of expiration of the Term, as stated herein (had Lessor not elected to terminate the Lease or Lessee's right to possession on account of an Event of Default), diminished by any net sums thereafter received by Lessor through reletting the Premises during said period (after deducting expenses incurred by Lessor as provided in the succeeding paragraph). Actions to collect amounts due by Lessee provided for in this paragraph may be brought from time to time by Lessor during the aforesaid period, on one or more occasions, without the necessity of Lessor's waiting until expiration of such period; and in no event shall Lessee be entitled to any excess rent (or rent plus other sums) obtained by reletting over and above the Rent herein reserved.

In case of an Event of Default, Lessee shall also be liable for and shall pay to Lessor, in addition to any sum provided to be paid above, broker's fees incurred by Lessor in connection with reletting the whole or any part of the Premises, the costs of removing and storing Lessee's and other occupant's property, the costs of repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new tenant or tenants, and all reasonable expenses incurred by Lessor in enforcing Lessor's remedies.

20.3 If Lessor fails to perform any of its obligations hereunder within thirty (30) days after written notice from Lessee specifying such failure, or if such failure cannot be reasonably cured within said thirty (30) days and Lessor fails to diligently and continuously prosecute the curing of such failure until completion, then Lessee's exclusive remedy shall be an action for damages. Unless and until Lessor fails to so cure any default after such notice, Lessee shall not have any remedy or cause of action by reason thereof. All obligations of Lessor hereunder shall be construed as covenants, not conditions; and all such obligations shall be binding upon Lessor only during the period of its possession of the Shopping Center and not thereafter. The term "Lessor" shall mean only the owner of the Shopping Center and, in the event of the transfer by such owner of its interest in the Shopping Center, such owner shall thereupon be released and discharged from all covenants and obligations of the Lessor thereafter accruing, provided that such covenants and obligations shall be binding during the lease term upon each new owner for the duration of such owner's ownership.

21. No Waiver. No acceptance of Rent by Lessor (or any portion thereof) or any other sums payable by Lessee hereunder (or any portion thereof) or failure or delay in enforcing any obligation of Lessee herein shall be construed as a waiver as to any breach of any such obligation, covenant or condition of Lessee

OF LESSEE HEREIN ON ALL GOODS, WARES, MERCHANDISE, INVENTORY, FURNITURE, CHATTELS, FIXTURES, EQUIPMENT AND OTHER PERSONAL PROPERTY PLACED UPON THE PREMISES, AND ALSO UPON ALL PROCEEDS OF ANY INSURANCE WHICH MAY ACCRUE TO LESSEE BY REASON OF DESTRUCTION OR DAMAGE TO ANY SUCH PROPERTY; PROVIDED, HOWEVER, THAT SUCH LIEN IS IN ADDITION TO AND CUMULATIVE OF ANY STATUTORY OR CONSTITUTIONAL LIEN TO WHICH LESSOR MAY BE ENTITLED; AND, PROVIDED FURTHER, THAT LESSOR'S CONTRACTUAL AND STATUTORY LIEN ON SUCH PROPERTY OF LESSEE SHALL BE SUBORDINATE TO THE LIEN OF ANY RECORDED PURCHASE MONEY MORTGAGES ONLY TO THE EXTENT OF THE INDEBTEDNESS SECURED BY SUCH PURCHASE MONEY MORTGAGES IN EXISTENCE AT THE TIME SUCH PROPERTY IS PLACED OR INSTALLED UPON THE PREMISES. LESSEE AGREES TO EXECUTE SUCH FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENTS OR OTHER INSTRUMENTS AS MAY BE REQUESTED BY LESSOR TO EVIDENCE THE LIEN AND SECURITY INTEREST CREATED HEREIN. THIS LIEN AND SECURITY INTEREST MAY BE FORECLOSED WITH OR WITHOUT COURT PROCEEDINGS, BY PUBLIC OR PRIVATE SALE WITH OR WITHOUT HAVING SUCH PROPERTY AT THE SALE, AFTER GIVING LESSEE AT LEAST TEN (10) DAYS WRITTEN NOTICE SENT TO LESSEE'S LAST KNOWN ADDRESS AS TO THE TIME AND PLACE OF THE SALE IF A PUBLIC SALE AND AT LEAST TEN (10) DAYS WRITTEN NOTICE SENT TO LESSEE'S LAST KNOWN ADDRESS OF THE TIME AFTER WHICH A PRIVATE SALE OR OTHER INTENDED DISPOSITION IS TO BE MADE. AT A PUBLIC SALE, LESSOR OR ITS ASSIGNS MAY PURCHASE THE PROPERTY UPON BEING THE HIGHEST BIDDER AT SUCH SALE. LESSOR SHALL, IN ADDITION TO ALL OF ITS RIGHTS HEREUNDER, ALSO HAVE ALL OF THE RIGHTS AND REMEDIES OF A SECURED PARTY UNDER THE TEXAS BUSINESS AND COMMERCE CODE.

In the event that Lessor shall have taken possession of the Premise pursuant to the authority herein granted in connection with an Event of Default or for any other lawful reason, Lessor shall have the right to keep in place and use all of the furniture, fixtures, equipment and other personal property at the Premises, including that which is owned by or leased to Lessee, at all times prior to any foreclosure thereon by Lessor or repossession thereof by any lessor thereof or third party having a lien thereon. Lessor shall also have the right to remove from the Premises and Shopping Center (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) all or any portion of such furniture, fixtures, equipment and other personal property located thereon and place same in storage at any location within the county in which the Premises are located or dispose of same in any manner acceptable to Lessor; and in such event, Lessee shall be liable to Lessor for costs incurred by Lessor in connection with such removal, storage and/or disposal and shall indemnify and hold Lessor harmless from all loss, damage, cost, expense and liability in connection with such removal, storage and/or disposal. Lessee stipulates and agrees that the rights herein granted Lessor are commercially reasonable.

23. Mechanic's Liens. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the Premises or any part thereof, nor as giving Lessee any right, power or authority to contract for or permit the rendering of any service or the furnishing of any materials that would give rise to the filing of any lien against the Shopping Center or any part thereof. Lessee agrees to ensure that no mechanic's or materialman's lien shall be filed against the Premises or the Shopping Center, or any part thereof, for any work claimed to have been done or for any material claimed to have been furnished to Lessee and, if any such liens are filed against the Premises or the Shopping Center, or any part thereof, Lessee shall discharge same within five (5) days thereafter. If Lessee shall fail to cause such lien, encumbrance, or charge to be discharged within the five (5) day period Lessor may, but shall not be obligated to, discharge the lien, either by paying the

default in performing any term or provision of this Lease, then the Security Deposit, or any part thereof, may be applied to the damages or expenses sustained by Lessor by reason of such default, or indebtedness owing by reason of any failure of Lessee to make any required monetary payment hereunder. Such application shall not be construed as an agreement to limit the amount of Lessor's claim or as a waiver of any damages, but on the contrary, Lessor's claim for damages not covered by such Security Deposit shall remain in full force and effect, and Lessee agrees to pay to Lessor the sum necessary to maintain the security deposit in the sum called for above within thirty days after Lessee receives notice that a portion of the Security Deposit has been applied to damages or expenses sustained by Lessor. If, at the end of the Term of this Lease, Lessee is not in default in the performance of any term or provision of this Lease, and all Lessee's obligations hereunder have been fulfilled, the Security Deposit, or any balance thereof remaining, shall be refunded to Lessee. No mortgagee of Lessor shall have any liability to Lessee for such Security Deposit until such mortgagees shall actually have received possession thereof. In the event this Lease should be terminated as provided in any Construction Rider attached hereto, Lessor may retain the Security Deposit as liquidated damages for its cost of preparing and revising the plans and specifications and/or other administrative costs incurred prior to such termination.

25. Notices. Any notices, requests or other communications hereunder shall be deemed duly given, whether actually received or not, if made in writing when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, to the following addresses:

To Lessor:	South Emerald Coast Property, LLC 1931 Cordova Road, Suite 304 Fort Lauderdale, FL 33316
To Lessee:	S FOOD MART NINE LLC _____ 34894 EMERALD COAST PKWAY UNIT # 2 DESTIN, FL 32541 _____

or, if notice to Lessee from Lessor, when posted on the front door of the Premises or delivered by hand. Either party's address for notice may be changed from time to time by such party by giving notice as provided above.

26. Heirs and Assigns. This Lease shall be binding upon and inure to the benefit of the heirs, legatees, devisees, executors, administrators, successors and assigns of the respective parties hereto, who may come into possession of the premises in any manner whatsoever, except as may be restricted herein.

27. Estoppel Certificates. Lessor and Lessee agree that at any time and from time to time upon not less than ten (10) days prior notice to the other, Lessor or Lessee shall execute, acknowledge and deliver to the other a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and identifying the modifications), (b) the date to which the rental and other charges have been paid, and (c) that so far as the certifier knows, there is no default under the provisions of this Lease. It is intended that any such statement may be relied upon by any person proposing to acquire Lessor's or Lessee's interest, as the case may be, in this Lease or any prospective mortgagee or assignee of any mortgage upon such interest.

28. Subordination and Approval by Lender. Lessee agrees that its interest under this Lease shall be subordinate to any mortgage, deed of trust or similar device now or hereafter placed upon the Premises or all or any portion of the Shopping Center by Lessor. Lessee agrees to execute any instruments requested by Lessor or mortgagee to evidence such subordination. In addition, Lessee acknowledges that this Lease shall

to enforce this provision of the Lease as regards its employees. In the event of a violation of this provision, the Lessor may assess a fee of \$25.00 per occurrence upon the Lessee for a violation by Lessee or its employees.

30. Utilities. Tenant will pay for the repair or replacement of any HVAC units. Normal maintenance is the responsibility of the Tenant, as well as having a maintenance contract in place. No interruption or malfunction of any utility services shall constitute an eviction or disturbance of Lessee's use and possession of the Premises or a breach by Lessor of any of its obligations hereunder or render Lessor liable for any damage or entitle Lessee to be relieved from any of its obligations hereunder or grant Lessee any right of off-set or repayment. Lessee agrees that it shall not install any equipment which shall exceed or overload the capacity of any utility facilities and that if any equipment installed by Lessee shall require additional utility facilities, the same shall be installed at Lessee's expense in accordance with plans and specifications to be approved in writing by Lessor. Lessee shall be solely responsible for and shall promptly pay all charges for use or consumption of its own utilities, including water, gas, electricity and garbage collection. Such payments shall be made monthly along with the minimum monthly rental. If sub metered, a separate billing will be due and payable along with the minimum monthly rental. In the event that any utility service to the Premises is not separately metered or submetered from other utility services in the building in which the Premises are located, Lessee agrees to pay, as additional rental, its proportionate share of any charge for such utilities, within five (5) days after being furnished a statement for such charges, reflecting its proportionate share. Lessee's proportionate share shall be based on Lessee's actual usage.

In addition, Lessee shall be responsible for maintenance of the mechanical system, including heating and air conditioning, serving the Premises, and if the mechanical system serving the Premises is not completely separated from that serving other portions of the building in which the Premises are located, then Lessee shall pay, as additional rental, its proportionate share of the cost of maintaining such mechanical system including heating and air conditioning, within five (5) days after being furnished a statement as to such cost and its proportionate share. Tenant shall have in force during the term of the Lease and any extensions thereof, a maintenance contract assuring the functionality of the heating and air conditioning system. A quarterly maintenance report of the findings of the system is to be sent to the Landlord verifying the satisfactory condition of the system.

31. Additional Rental. All payments called for to be made by the Lessee under the terms of this Lease for Taxes, Insurance, Common Area Maintenance Costs, parking violation charge, and all other charges and obligations owing by Lessee hereunder, shall be due and payable with the Minimum Rental payments. Lessee agrees to pay monthly, in advance, with the Minimum Rental payments, 1/12th of the estimated Annual Common Area Maintenance Costs, Taxes, and Insurance expenses for the current calendar year, based on reasonable estimates made by Lessor and presented in writing to Lessee. In addition, at the end of each calendar year (or at such other time as actual expenses may be known), Lessee shall pay such additional amounts to Lessor as may be required for Lessee to pay its Pro Rata Share of such Common Area Maintenance Costs, Taxes, and Insurance expenses as hereinabove provided, within ten (10) days after receiving a statement for such charges from Lessor. In addition, if it is determined that the monthly payments made by Lessee are in excess of the actual expenses for Common Area Maintenance, Taxes, and Insurance for Lessee's Pro Rata Share, Lessor agrees to reimburse the same to Lessee in a timely manner.

32. Option to Renew. Provided Lessee has never been in default hereunder, and provided further that Lessee shall be producing a sufficient volume of Gross Sales, in the previous lease year, Lessor agrees to grant Lessee the right to extend this Lease for four (3) options(s) of five (5) years each, provided that Lessee shall give notice in writing at least 180 days prior to the termination of the Lease period of its exercising the

other party shall not invalidate said insurance, and that such waiver by the insured shall prevent such insurance company or companies from pursuing any rights, by assignment or subrogation or otherwise, which such insurance company or companies have or might have against the other party for damage to the Premises or any improvements thereon or any property covered by such insurance policies.

34. Name Change. Lessee gives its approval to the change of the name of the Shopping Center in which the Premises are located in the event the Lessor chooses to change such name.

35. Attorney's Fees. In the event that either Lessor or Lessee institutes any action or proceeding to enforce any rights or obligations arising hereunder or to construe any provision contained herein, then the non-prevailing party in such action shall pay to the prevailing party all reasonable costs incurred by the prevailing party in such action, including reasonable attorney's fees and court costs.

36. Broker. It is agreed by both parties to this agreement that brokerage commissions shall be paid by Landlord, South Emerald Coast Property, LLC.

37. Place of Performance. All obligations of Lessor and Lessee under the terms of this Lease shall be payable and performable in Okaloosa County, Florida.

38. Law Governance. The laws of the State of Florida shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

39. Lessor's Liability. Notwithstanding anything contained herein to the contrary, Lessee agrees that Lessor shall have no personal liability with respect to any of the provisions of this Lease and Lessee shall look solely to the estate and property of Lessor in the land and buildings comprising the Shopping Center of which the Premises form a part for the satisfaction of Lessee's remedies including without limitation the collection of any judgment or the enforcement of any other judicial process requiring the payment or expenditure of money by Lessor in the event of any default or breach by Lessor with respect to any of the terms and provisions of the Lease to be observed and/or performed by Lessor, subject, however, to the prior rights of any holder of any mortgage covering all or part of the Shopping Center and no other assets of Lessor or any principal, officer or partner of Lessor shall be subject to levy or execution. This provision shall inure to the benefit of Lessor's successors and assigns and their respective principals.

40. Entire Agreement. This Lease (including all Riders, Exhibits, Addenda and Guaranty, contains the entire agreement between the parties. No prior written or prior or contemporaneous oral promises or representations shall be binding. This Lease shall not be amended, changed or extended except by written instrument signed by all parties hereto.

41. Confidentiality. The terms, covenants, and conditions of this Lease are confidential business matters of the Lessor and Lessee and shall remain as a confidential agreement between Lessor and Lessee. Lessee shall be deemed liable and in default of this Lease if he violates this agreement, for example, by discussing the Lease with other Lessees former Lessees or prospective Lessees of this Shopping Center, and such

43. Time of Essence. In all instances where Lessee is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence.

44. Independent Covenants. The obligation of Lessee to pay all rent and other sums hereunder provided to be paid by Lessee and the obligation of Lessee to perform Lessee's other covenants and duties hereunder constitute independent, unconditional obligations to be performed at all times provided for hereunder. Lessee waives and relinquishes all rights which Lessee might have to claim any nature of lien against or withhold, or deduct from or off-set against any Rent and other sums provided hereunder to be paid Lessor by Lessee.

45. Acceptance of Premises. Lessee has inspected the Premises and accepts them in their existing condition, on an "As-Is" basis, subject to performance by Lessor of its obligations under the Construction Rider, if any, attached hereto. Lessee hereby waives and relinquishes any right to assert, as either a claim or a defense that Lessor is bound to perform or is liable for the non-performance of any implied covenant or implied duty of Lessor not expressly set forth herein. Lessee waives any implied warranty of Lessor that the Premises are suitable for their intended commercial purpose. Lessee agrees to perform all of its Lease obligations (including, without limitation, the obligation to pay Rent), notwithstanding an alleged breach by Lessor of any such implied warranty. Lessee agrees that Lessor shall incur no liability to Lessee by reason of any defect in the Premises, whether apparent or latent.

46. Joint and Several Liability. If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is expressly understood that any one of the parties who have executed this Lease as "Lessee" (herein individually referred to as "Signatory") shall be empowered to execute any modification, amendment, exhibit, floor plan, or other document ("Future Instrument") and bind each of the Signatories who has executed this Lease, regardless of whether each Signatory, in fact, executes such Future Instrument.

47. ADA. As utilized by Lessee, the Premises may or may not be subject to the requirements of the Americans With Disabilities Act (ADA) which, in certain situations, requires the removal of physical barriers to employees and/or members of the general public who are disabled. It is understood and agreed that the Lessee shall bear full responsibility for ADA compliance within the entire Premises, including, but not limited to, all entrances to the Premises. Lessor shall be responsible for ADA compliance as the act may pertain to Common Areas of the Shopping Center. Lessor and Lessee shall agree to indemnify and hold each other harmless for any and all claims arising because of the failure of either party to carry out its responsibility under this provision.

48. Hazardous Substances. Lessee shall not use or allow the Demised Premises to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance, without the prior consent of Lessor. The term release shall have the same meaning as is ascribed to it in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended, ("CERCLA"). The term hazardous substance means (a) any substance defined as a hazardous substance under CERCLA, (b) petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas and synthetic gas, and (c) any other substance or material deemed to be hazardous, dangerous, toxic or pollutant under any federal, state or local law, code, ordinance or regulation.

Lessee shall: (a) give prior written notice to Lessor of any activity or operation to be conducted by Lessee at the Demised Premises which involves the release, use, handling, generation, treatment, storage or disposal of any hazardous substance, (b) comply with all federal, state and local laws, codes, ordinances,

Premises and (f) upon expiration or termination of this Lease, surrender the Demised Premises to lessor free from the presence and contamination of any hazardous substance.

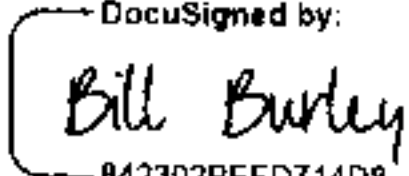
49. Special Provisions

49.1 Intentionally omitted

IN WITNESS WHEREOF. Lessor and Lessee have caused this Lease to be executed in duplicate originals, this _____ day of _____, 20_____.

LESSOR

South Emerald Coast Property, LLC
a Florida Limited Liability Corporation

By:  DocuSigned by:
8423D2BEED714D8
Name: Bill Burley
Its: manager

LESSEE

S Food Mart Nine LLC
A Florida Limited Liability Company

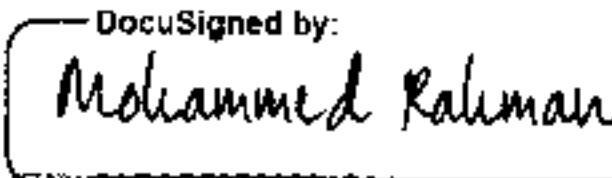
By:  DocuSigned by:
3AD9C527900842A
Name: Mohammed Rahman
Its: OWNER

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF OKALOOSA, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

Lot 2, CRYSTAL BEACH PLAZA, a Commercial Subdivision, according to the plat thereof as recorded in Plat Book 15, Pages 33 and 34, of Okaloosa County, Florida.

PARCEL NO. 2:

TOGETHER WITH a non-exclusive easement for ingress and egress over and across the Easterly 12 feet, more or less, of Lot 1 of said CRYSTAL BEACH PLAZA as more particularly set forth and described in that certain Cross Easement and Maintenance Agreement recorded in Official Records Book 1997, Page 2096, of the Public Records of Okaloosa County, Florida.

PARCEL NO. 3:

TOGETHER WITH a non-exclusive 40-foot access easement as shown on the plat of CRYSTAL BEACH PLAZA, a Commercial Subdivision, according to the plat thereof as recorded in Plat Book 15, Pages 33 and 34, of the Public Records of Okaloosa County, Florida.

APN: 002S22058700000020

PROPERTY ADDRESS: 34894 EMERALD COAST PARKWAY, DESTIN, FLORIDA 32541

SITE PLAN

**DESTIN WEST SHOPPING CENTER
34894 EMERALD COAST PARKWAY
DESTIN, FLORIDA 32541**

EXHIBIT "C"
LESSEE'S SIGN CRITERIA
DESTIN WEST SHOPPING CENTER

GENERAL

It is intended that signing of the stores in the Shopping Center shall have a sense of continuity and be developed in an imaginative and innovative manner, and in keeping therewith, Lessor shall maintain control of all tenant signs, which shall be mounted in specifically designated areas. THE LESSEE SHALL SUBMIT ITS SIGN DRAWINGS TO LESSOR FOR APPROVAL PRIOR TO FABRICATION OF SIGNS. All signs shall follow the criteria set forth below and be permitted by the City of Austin.

CRITERIA

1. All building sign identification to consist of individual illuminated channel letters fabricated from sheet metal, aluminum, or porcelain enameling. No channelume permitted. Sidewalls to be 5" deep unless otherwise required. It is highly recommended that surfaces that require painting use a high quality durable paint such as Durepox coating. Lessees planning to stay longer than ten years should consider the additional expense of porcelain enameling.
2. Sign contractor is responsible for fabrication and installation per UL specifications.
3. Faces of individual channel letters to be 3/16" Rohm & Haas flat acrylic or formed plastic. Faces to be attached to sidewalls with 1" jewelite trimecap.
4. Letters to be internally illuminated with number of rows of tubing to provide adequate/even lighting.
5. Colors to be approved by Lessor's architect.
6. Letters to be mounted on a continuous raceway unless otherwise approved. Raceway to be no larger than 3" deep by 8" high. Raceway color to match existing building color. Raceway to be mounted using 1" spacers between raceway and building fascia. Raceway cannot extend beyond letters.
7. Maximum height of letters to be 36"; minimum height of sign 8". Total length of sign not to exceed 75% of lease space width. Two rows of lettering permitted not to exceed 36" maximum height.
8. Wording of sign to consist of store name, logo or crest. Exceptions to be at discretion of Lessor.
9. There shall be no exposed tubing, flashing action or animation.
10. No external fasteners permitted. Sign contractor to supply electrical service through canopy for connection by others. Service from sign cannot be visually exposed.
11. Sign drawing to be submitted and approved by Lessor before any manufacturing is to begin. Any signs erected without prior written approval may be removed by Lessor at the expense of Lessee. Lessee assumes full responsibility for any damages to persons or property caused by the sign and/or its erection.
12. Letters of sign may be joined together only if in script.
13. All fascia signs shall be lighted signs and shall be lighted, at minimum, in the evening from sundown until 10:00 p.m.
14. Lessee agrees to erect a lighted fascia sign within sixty (60) days after execution of this lease. In the event Lessee does not erect a lighted fascia sign within this time period, Lessor may terminate this Lease thirty (30) days after written notice is delivered to Lessee.
15. Lessee is responsible for removal of sign upon lease expiration at his expense, such removal must be completed on the last day Lessee has possession of premises.
16. Lessee is responsible for repair of any damage to the building and property caused by the installation or removal of any sign or the existence of Lessee's sign on the center façade.

EXHIBIT "D"
DESCRIPTION OF LESSOR'S AND LESSEE'S WORK

Plans and specifications for Lessee's Work must be submitted by Lessee to Lessor within 15 days of execution of this Lease Agreement. All such Lessee's Work shall be subject to Lessor's approval and acceptance.

		RESPONSIBILITY	
	DESCRIPTION OF WORK	Lessor	Lessee
1.	Subject to Landlord's approval, Tenant may construct such improvements as necessary for its operations. This shall be completed at Tenant's sole cost and expense in accordance with Tenant's submitted plans and specifications approved in advance and in writing by landlord and any required governmental authorities. Tenant shall warrant that any improvements performed in the Premises shall be performed in a professional workmanlike manner and in accordance with any applicable building codes. Any improvements constructed in the Premises shall be performed by a licensed and bonded contractor with at least 5 years of similar experience in retail construction and such contractor shall be required to submit lien waivers to Landlord without demand.		X
2.	Interior delivered (as is) with all MEP (Mechanical, Electrical, and Plumbing) in good condition. Landlord shall be responsible for all structural portions of the building, including roof, foundation, walls, and underground pipe and conduit.	X	

EXHIBIT "E"
CONSTRUCTION RIDER

1. Lessor to receive items a. thru f. no later than sixty (60) days after commencement date.
 - a. Approval of plans and specifications furnished by Lessee to Lessor within fifteen (15) days following execution of the Lease.
 - b. Completion of and approval and acceptance by Lessor of all Lessee's construction work.
 - c. Receipt by Lessor from Lessee of a Certificate of Occupancy issued by the City or other municipal or governmental agency authorized to issue such Certificate for the Demised Premises.
 - d. Receipt by Lessor of paid receipts for physical remodel costs.
 - e. Receipt by Lessor from Lessee of a release and waiver of all liens, holding Lessor harmless from any obligation whatsoever which may be or may have been incurred by Lessee or Lessee's contractors or subcontractors during the construction of the Demised Premises.
 - f. Receipt by Lessor of Lessee's proof of insurance certificate naming Lessor as "Additional Insured.
2. All the above documentation to be delivered to Lessor no later than ninety (60) days after the Commencement Date.

Lessee Signature(s):

DocuSigned by:
Mohammed Rahman
3AD9C527900842A

Lessee Printed

Mohammed Rahman

GUARANTY OF LEASE
 DATED _____ BY AND
 BETWEEN SOUTH EMERALD COAST PROPERTY, LLC, AS LESSOR
 AND _____, AS LESSEE

The undersigned (herein called "Guarantor", whether one or more), to induce the Lessor named therein to execute such Lease and as a material consideration and inducement therefore (recognizing that without execution of this guaranty such Lessor would NOT be willing to enter into or make such Lease with said Lessee), hereby jointly and severally unconditionally guarantees all duties, covenants, agreements and conditions provided in such Lease to be performed or observed by such Lessee (including specifically and without limiting the generality of the foregoing, payment by such Lessee of all rental and other amounts and damages of whatsoever kind or nature which may be or become due from such Lessee under the terms of or in connection with such Lease). This guaranty is unconditional, extending from Lease commencement to full Lease term including any options, if any. The liability of Guarantor shall be absolute, in the same manner as if Guarantor was named in and had signed such Lease as the "Lessee" thereunder. Guarantor agrees that bankruptcy, insolvency, sale or transfer of the business, lack of corporate capacity or any other disability or impediment against enforcement of liability of the Lessee named in the foregoing Lease shall in nowise impair or affect Guarantor's liability and obligation hereunder, and it shall not be necessary or required in order to maintain and enforce Guarantor's liability hereunder that demand be made upon such Lessee or that action be commenced or prosecuted against such Lessee or that any effort be made to enforce the liability or responsibility of such Lessee for performance of his obligations or duties under or in connection with such Lease, and it shall not be required that such Lessee or any other party liable on such Lease be joined in any action brought against Guarantor for enforcement of Guarantor's liability and responsibility under this guaranty or that judgment have theretofore been obtained against such Lessee or any other party liable therefore on or in connection with any such claim. Guarantor agrees that no waiver by Lessor or forbearance or delay by Lessor in asserting or enforcing any rights or remedies of Lessor against or with respect to such performance of any of such Lessee's obligations or duties shall in anywise affect, impair or release Guarantor's liability hereunder. Likewise, Guarantor agrees that the liability of Guarantor hereunder shall not be in anywise released, diminished, impaired, reduced or affected by: (a) the assignment or subletting of such Lease or of all or any part of the leased premises by such Lessee, or (b) any modification, cancellation, renewal and/or extension of such Lease. Guarantor expressly waives and agrees that no notice of default by such Lessee or other notice or demand need be given by Lessor to Guarantor as a condition of maintaining or enforcing Guarantor's liability and obligations under this guaranty. Likewise, Guarantor agrees that Lessor's release or subordination or failure or delay to enforce or seek to realize upon any security now or hereafter held or acquired by Lessor for performance of any of the obligations or duties of the Lessee under or in connection with such Lease shall in nowise impair, affect or release Guarantor's liability hereunder, and that Lessor's action (at Lessor's election) in terminating such Lease or in taking or retaking possession of the leased premises as therein provided following default by the Lessee shall not release or impair Guarantor's liability hereunder and that no notice of such termination or of such entry or re-entry by Lessor need be given to Guarantor. This guaranty shall be enforceable and shall be performed in Okaloosa County, Florida.

WITNESS the execution, hereof in multiple originals counterparts, as of the date of execution and delivery of the foregoing Lease.

GUARANTOR(S)

Signed: _____
 Name: _____
 S.S.N.: _____
 Address: _____

THE STATE OF FLORIDA
 COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

GUARANTY OF LEASE
 DATED _____ BY AND
 BETWEEN SOUTH EMERALD COAST PROPERTY, LLC., AS LESSOR
 AND _____, AS LESSEE

The undersigned (herein called "Guarantor", whether one or more), to induce the Lessor named therein to execute such Lease and as a material consideration and inducement therefore (recognizing that without execution of this guaranty such Lessor would not be willing to enter into or make such Lease with said Lessee), hereby jointly and severally unconditionally guarantees all duties, covenants, agreements and conditions provided in such Lease to be performed or observed by such Lessee (including specifically and without limiting the generality of the foregoing, payment by such Lessee of all rental and other amounts and damages of whatsoever kind or nature which may be or become due from such Lessee under the terms of or in connection with such Lease). This guaranty is unconditional, extending from Lease commencement to full Lease term including any options if any. The liability of Guarantor shall be absolute, in the same manner as if Guarantor was named in and had signed such Lease as the "Lessee" thereunder. Guarantor agrees that bankruptcy, insolvency, sale of the business, lack of corporate capacity or any other disability or impediment against enforcement of liability of the Lessee named in the foregoing Lease shall in nowise impair or affect Guarantor's liability and obligation hereunder, and it shall not be necessary or required in order to maintain and enforce Guarantor's liability hereunder that demand be made upon such Lessee or that action be commenced or prosecuted against such Lessee or that any effort be made to enforce the liability or responsibility of such Lessee for performance of his obligations or duties under or in connection with such Lease, and it shall not be required that such Lessee or any other party liable on such Lease be joined in any action brought against Guarantor for enforcement of Guarantor's liability and responsibility under this guaranty or that judgment have theretofore been obtained against such Lessee or any other party liable therefore on or in connection with any such claim. Guarantor agrees that no waiver by Lessor or forbearance or delay by Lessor in asserting or enforcing any rights or remedies of Lessor against or with respect to such performance of any of such Lessee's obligations or duties shall in anywise affect, impair or release Guarantor's liability hereunder. Likewise, Guarantor agrees that the liability of Guarantor hereunder shall not be in anywise released, diminished, impaired, reduced or affected by: (a) the assignment or subletting of such Lease or of all or any part of the leased premises by such Lessee, or (b) any modification, cancellation, renewal and/or extension of such Lease. Guarantor expressly waives and agrees that no notice of default by such Lessee or other notice or demand need be given by Lessor to Guarantor as a condition of maintaining or enforcing Guarantor's liability and obligations under this guaranty. Likewise, Guarantor agrees that Lessor's release or subordination or failure or delay to enforce or seek to realize upon any security now or hereafter held or acquired by Lessor for performance of any of the obligations or duties of the Lessee under or in connection with such Lease shall in nowise impair, affect or release Guarantor's liability hereunder, and that Lessor's action (at Lessor's election) in terminating such Lease or in taking or retaking possession of the leased premises as therein provided following default by the Lessee shall not release or impair Guarantor's liability hereunder and that no notice of such termination or of such entry or re-entry by Lessor need be given to Guarantor. This guaranty shall be enforceable and shall be performed in Okaloosa County, Florida.

WITNESS the execution, hereof in multiple originals counterparts, as of the date of execution and delivery of the foregoing Lease.

GUARANTOR(S)

Signed: _____
 Name: _____
 S.S.N.: _____
 Address: _____

THE STATE OF FLORIDA
 COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

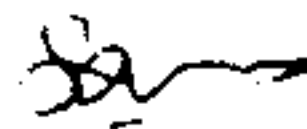
GUARANTY OF LEASE
DATED _____ BY AND
BETWEEN SOUTH BEACH COAST PROPERTY, LLC, LESSOR
AND _____ LESSEE

The undersigned herein called "Guarantor", whether one or more, to induce the Lessor named therein to execute such Lease and as a material consideration and inducement thereto recognizing that without execution of this guaranty said Lessor would not be willing to enter into or make such Lease with said Lessee, hereby jointly and severally unconditionally guarantees all duties, covenants, agreements and conditions provided in such Lease to be performed or observed by such Lessee (including specifically and without limiting the generality of the foregoing, payment by such Lessee of all rental and other amounts and damages of whatsoever kind or nature which may be or become due from such Lessee under the terms of or in connection with such Lease). This guaranty is unconditional, extending from Lease commencement to full Lease term including any options if any. The liability of Guarantor shall be absolute, in the same manner as if Guarantor was named in and had signed such Lease as the "Lessee" thereunder. Guarantor agrees that bankruptcy, insolvency, sale of the business, lack of corporate capacity or any other disability or impediment against enforcement of liability of the Lessee named in the foregoing Lease shall in no wise impair or affect Guarantor's liability and obligation hereunder, and it shall not be necessary or required in order to maintain and enforce Guarantor's liability hereunder that demand be made upon such Lessee or that action be commenced or prosecuted against such Lessee or that any effort be made to enforce the liability or responsibility of such Lessee for performance of his obligations or duties under or in connection with such Lease, and it shall not be required that such Lessee or any other party liable on such Lease be joined in any action brought against Guarantor for enforcement of Guarantor's liability and responsibility under this guaranty or that judgment have theretofore been obtained against such Lessee or any other party liable theretofore on or in connection with any such claim. Guarantor agrees that no waiver by Lessor or forbearance or delay by Lessor in asserting or enforcing any rights or remedies of Lessor against or with respect to such performance of any of such Lessee's obligations or duties shall in anywise affect, impair or release Guarantor's liability hereunder. Likewise, Guarantor agrees that the liability of Guarantor hereunder shall not be in anywise released, diminished, impaired, reduced or affected by (a) the assignment or subletting of such Lease or of all or any part of the leased premises by such Lessee, or by any modification, cancellation, renewal and or extension of such Lease. Guarantor expressly waives and agrees that no notice of default by such Lessee or other notice or demand need be given by Lessor to Guarantor as a condition of maintaining or enforcing Guarantor's liability and obligations under this guaranty. Likewise, Guarantor agrees that Lessor's release or subordination or failure or delay to enforce or seek to realize upon any security now or hereafter held or required by Lessor for performance of any of the obligations or duties of the Lessee under or in connection with such Lease shall in no wise impair, affect or release Guarantor's liability hereunder, and that Lessor's action at Lessor's election in terminating such Lease or in taking or retaking possession of the leased premises as therein provided following default by the Lessee shall not release or impair Guarantor's liability hereunder and that no notice of such termination or of such entry or reentry by Lessor need be given to Guarantor. This guaranty shall be enforceable and shall be performed in Okaloosa County, Florida.

WITNESS the execution hereof in multiple originals counterparts, as of the date of execution and delivery of the foregoing Lease.

GUARANTOR(S)

Cecilia M McAdams
Notary Public, State of Florida
My Comm. Expires April 16, 2022
Commission No. GG193053

Signed 
Name Samira Sultana
SSN 729 22 2781
Address 4999 PRIVATE POINT DR
DAWACOIA, FL 32503

THE STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of _____, 2022.

GUARANTY OF LEASE
DATED _____ BY AND
BETWEEN SOUTHERN COAST PROPERTY, LLC LESSOR
AND _____ LESSEE

The undersigned (herein called "Guarantor" whether one or more) to induce the Lessor named therein to execute such Lease and as a material consideration and inducement thereto recognizing that without execution of this guaranty such Lessor would not be willing to enter into or make such Lease with said Lessee, hereby jointly and severally unconditionally guarantees all duties, covenants, agreements and conditions provided in such Lease to be performed or observed by such Lessee including specifically and without limiting the generality of the foregoing, payment by such Lessee of all rental and other amounts and damages of whatsoever kind or nature which may be or become due from such Lessee under the terms of or in connection with such Lease. This guaranty is unconditional, extending from Lease commencement to full Lease term including any options, if any. The liability of Guarantor shall be absolute in the same manner as if Guarantor was named in and had signed such Lease as the "Lessee" thereunder. Guarantor agrees that bankruptcy, insolvency, sale or transfer of the business, lack of corporate capacity or any other disability or impediment against enforcement of liability of the Lessee named in the foregoing Lease shall in no wise impair or affect Guarantor's liability and obligation hereunder, and it shall not be necessary or required in order to maintain and enforce Guarantor's liability hereunder that demand be made upon such Lessee or that action be commenced or prosecuted against such Lessee or that any effort be made to enforce the liability or responsibility of such Lessee for performance of his obligations or duties under or in connection with such Lease, and it shall not be required that such Lessee or any other party liable on such Lease be joined in any action brought against Guarantor for enforcement of Guarantor's liability and responsibility under this guaranty or that judgment have theretofore been obtained against such Lessee or any other party liable therefore on or in connection with any such claim. Guarantor agrees that no waiver by Lessor or forbearance or delay by Lessor in asserting or enforcing any rights or remedies of Lessor against or with respect to such performance of any of such Lessee's obligations or duties shall in any wise affect, impair or release Guarantor's liability hereunder. Likewise, Guarantor agrees that the liability of Guarantor hereunder shall not be in any wise released, diminished, impaired, reduced or affected by (a) the assignment or subletting of such Lease or of all or any part of the leased premises by such Lessee, or by any modification, cancellation, renewal and or extension of such Lease. Guarantor expressly waives and agrees that no notice of default by such Lessee or other notice or demand need be given by Lessor to Guarantor as a condition of maintaining or enforcing Guarantor's liability and obligations under this guaranty. Likewise, Guarantor agrees that Lessor's release or subordination or failure or delay to enforce or seek to enforce upon any security now or hereafter held or acquired by Lessor for performance of any of the obligations or duties of the Lessee under or in connection with such Lease shall in no wise impair, affect or release Guarantor's liability hereunder, and that Lessor's action, at Lessor's election, in terminating such Lease or in taking or retaking possession of the leased premises as therein provided following default by the Lessee shall not release or impair Guarantor's liability hereunder and that no notice of such termination or of such entry or re-entry by Lessor need be given to Guarantor. This guaranty shall be enforceable and shall be performed in Okaloosa County, Florida.

WITNESS the execution hereof in multiple originals counterparts, as of the date of execution and delivery of the foregoing Lease.

Cecilia M McAdams
Notary Public, State of Florida
My Comm. Expires April 16, 2022
Commission No. GG193053

GUARANTOR(S)

Signed 
Name **MOHAMMED RAHMAN**
SSN **595 71 0391**
Address **1339 PRIVATE POINT DR**
PENSACOLA, FL 32503

THE STATE OF FLORIDA
COUNTY OF **OKALOOSA**

BEFORE ME, the undersigned authority, on this day personally appeared **MOHAMMED RAHMAN**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this **30th** day of **April**, 2022.