

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA  
CIVIL DIVISION**

STATE OF FLORIDA  
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

v.

CASE NO.: 50-2021-CA-008718-XXXX-MB

NATIONAL SENIOR INSURANCE, INC.  
D/B/A SEEMAN HOLTZ,  
MARSHAL SEEMAN,  
CENTURION INSURANCE SERVICES GROUP, LLC,  
BRIAN J. SCHWARTZ,  
EMERALD ASSETS 2018, LLC,  
INTEGRITY ASSETS 2016, LLC,  
INTERGRITY ASSETS, LLC,  
PARA LONGEVITY 2014-5, LLC,  
PARA LONGEVITY 2015-3, LLC,  
PARA LONGEVITY 2015-5, LLC,  
PARA LONGEVITY 2016-3, LLC,  
PARA LONGEVITY 2016-5, LLC,  
PARA LONGEVITY 2018-3, LLC,  
PARA LONGEVITY 2018-5, LLC,  
PARA LONGEVITY 2019-3, LLC,  
PARA LONGEVITY 2019-5, LLC,  
PARA LONGEVITY 2019-6, LLC,  
PARA LONGEVITY VI, LLC,  
SH GLOBAL, LLC N/K/A PARA LONGEVITY V, LLC,  
ALTRAI GLOBAL, LLC A/K/A ALTRAI HOLDINGS, LLC,  
VALENTINO GLOBAL HOLDINGS, LLC,  
AMERITONIAN ENTERPRISES, LLC,  
SEEMAN-HOLTZ CONSULTING CORP.,  
CENTURION ISG Holdings, LLC,  
CENTURION ISG Holdings II, LLC,  
CENTURION ISG (Europe) Limited,  
CENTURION ISG SERVICES, LLC,  
CENTURION ISG FINANCE GROUP, LLC,  
CENTURION FUNDING SPV I LLC,  
CENTURION FUNDING SPV II LLC,  
GRACE HOLDINGS FINANCIAL, LLC,  
PRIME SHORT TERM CREDIT INC.,

Defendants.

THE ESTATE OF ERIC CHARLES HOLTZ,  
SEEMAN HOLTZ PROPERTY AND CASUALTY, LLC  
F/K/A SEEMAN HOLTZ PROPERTY AND CASUALTY, INC.,  
SHPC HOLDINGS I, LLC,

Relief Defendants.

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**CORPORATE MONITOR, DANIEL J. STERMER'S UNOPPOSED MOTION FOR  
AUTHORITY TO ENTER INTO OFFICE LEASE AGREEMENT WITH  
MCM 301 YAMATO LLC**

Daniel J. Stermer, as Court-appointed Corporate Monitor (the "Corporate Monitor") for the property, assets, and business of the twenty-seven (27) corporate-entity Defendants identified below (collectively, the "Consenting Corporate Defendants"), pursuant to the Court's *Agreed Order Granting Plaintiff's Consent Motion for Appointment of Corporate Monitor and Related Injunctive Relief*, dated September 14, 2021, respectfully moves for entry of an agreed Order approving the Office Lease Agreement between National Senior Insurance, Inc ("NSI") and MCM 301 Yamato LLC ("MCM" or "Landlord") for the premises located at 301 Yamato Road, Suite 2180, Boca Raton, Florida, commonly known as FNbcc Plaza @ Boca Raton ("Corporate Office"). In support of this Motion, the Corporate Monitor states:

1. On September 10, 2021, the Plaintiff, State of Florida, Office of Financial Regulation (the "Plaintiff" or "OFR") filed a *Consent Motion for Appointment of Corporate Monitor*, seeking the appointment of the Corporate Monitor for the property, assets, and business of the Consenting Corporate Defendants listed below, as well as a temporary injunction against the Consenting Corporate Defendants and two natural-person Defendants, Marshal Seeman and Brian J. Schwartz (the "Consenting Individual Defendants"):

1. NATIONAL SENIOR INSURANCE, INC. D/B/A SEEMAN HOLTZ,
2. CENTURION INSURANCE SERVICES GROUP, LLC,
3. EMERALD ASSETS 2018, LLC,

4. INTEGRITY ASSETS 2016, LLC,
5. INTERGRITY ASSETS, LLC,
6. PARA LONGEVITY 2014-5, LLC,
7. PARA LONGEVITY 2015-3, LLC,
8. PARA LONGEVITY 2015-5, LLC,
9. PARA LONGEVITY 2016-3, LLC,
10. PARA LONGEVITY 2016-5, LLC,
11. PARA LONGEVITY 2018-3, LLC,
12. PARA LONGEVITY 2018-5, LLC,
13. PARA LONGEVITY 2019-3, LLC,
14. PARA LONGEVITY 2019-5, LLC,
15. PARA LONGEVITY 2019-6, LLC,
16. PARA LONGEVITY VI, LLC,
17. SH GLOBAL, LLC N/K/A PARA LONGEVITY V, LLC,
18. VALENTINO GLOBAL HOLDINGS, LLC,
19. AMERITONIAN ENTERPRISES, LLC,
20. SEEMAN-HOLTZ CONSULTING CORP.,
21. CENTURION ISG Holdings, LLC,
22. CENTURION ISG Holdings II, LLC,
23. CENTURION ISG (Europe) Limited,
24. CENTURION ISG SERVICES, LLC,
25. CENTURION ISG FINANCE GROUP, LLC,
26. CENTURION FUNDING SPV I LLC, and
27. CENTURION FUNDING SPV II LLC,

2. On September 14, 2021, the Court entered an *Agreed Order Granting Plaintiff's Consent Motion for Appointment of Corporate Monitor and Related Injunctive Relief* (the "September 14, 2021 Order"), thereby approving and appointing, *inter alia*, Daniel J. Stermer as the Corporate Monitor for the Consenting Corporate Defendants and their affiliates, subsidiaries, successors and assigns, until further Order of the Court.

3. Paragraph 13B of the September 14, 2021 Order provides that the Corporate Monitor is authorized "to immediately assume authority, possession, and control over all of the Consenting Corporate Defendants' property interests, including, but not limited to, *business premises*, personal and real property, and records relevant thereto; to sue for and collect, recover,

receive and take into possession from third parties all property of the Consenting Corporate Defendants and records relevant there to.” (emphasis added).

4. Paragraph 13Z of the September 14, 2021 Order provides that the Corporate Monitor is authorized to apply to this Court for authority to enter contracts consistent with the authority granted by the Order.

5. As set forth in the *Corporate Monitor’s Initial Report* (“Initial Report”) filed on October 14, 2021, and pursuant to the Corporate Monitor’s duties and powers under the September 14, 2021 Order, the Corporate Monitor has been in active discussions with counsel for the Landlord of the Prior Corporate Office (as defined herein) regarding issues of unpaid rent, ongoing rent obligations, signage on the building, and the prospect of the Corporate Monitor vacating the prior office space located at 301 Yamato Road, Suite 2222, Boca Raton, Florida 33431 (the “Prior Corporate Office”) and relocating to a smaller footprint within the same building so that the Landlord could relet the Prior Corporate Office to a new tenant, thereby mitigating any continuing amount due to the Landlord for the Corporate Office.

6. The Landlord and the Corporate Monitor have reached an agreement, as set forth in the Office Lease Agreement attached hereto as Exhibit “A” (“Lease”) for NSI to lease the Corporate Office and vacate the Prior Corporate Office on or before November 30, 2021. Landlord has represented that they have a new tenant to occupy the Prior Corporate Office which will help mitigate any continuing amount owed under the original Lease.

7. The pertinent terms of the Lease are as follows<sup>1</sup>:

a. Duration: Three (3) Months;

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<sup>1</sup> The pertinent terms of the Lease as set forth herein are for summary and notice purposes only, and to the extent any terms are inconsistent with the Lease, the Lease controls, subject to the Court’s approval.

- b. Square footage: 1,715sqft of rentable space;
- c. Monthly Rent: \$5,500/month including CAM Fees, Real Estate Taxes, Property Insurance; and
- d. Security Deposit: \$0.00.

8. Upon approval and execution of the Lease, NSI shall provide Landlord an Administrative Claim, which shall be paid in *pari passu* with the Corporate Monitor and the Corporate Monitor's professionals (consistent with paragraph 58 of the September 14, 2021 Order) for all Rent owed under the Lease, which shall be paid upon Court approval and adequate funds being available in the Corporate Monitorship Estate. Additionally, the NSI shall provide a certificate of insurance as required under the Lease.

9. For the avoidance of doubt, any and all reference of Rent or any other payment from NSI to Landlord shall be made pursuant to an Administrative Claim in *pari passu* with the with the Corporate Monitor and the Corporate Monitor's professionals and payable pursuant to Section 1.21 of the Lease. In the event the Corporate Monitorship Estate is dismissed or otherwise terminated, all outstanding Rent owed by Tenant under this Lease shall be paid to Landlord no later than thirty (30) days after dismissal or termination of the Corporate Monitorship Estate.

10. The Landlord is not an insider of the Consenting Corporate Defendants.

11. The Corporate Monitor submits that it is in the best interest of the monitorship to Lease the Corporate Office as the Corporate Monitor requires space to continue the business and fulfill his obligations under the Order. The Corporate Monitor submits that the monthly rental payments are reasonable, especially considering that the monthly rent obligations will be significantly reduced compared to the Prior Corporate Office and the Landlord's willingness to accept an Administrative Claim in lieu of monthly cash rental payments.

12. The Corporate Monitor, through counsel and in the exercise of his professional business judgment, has negotiated the terms of the Lease and through this Motion, respectfully requests that the Court enter an Order authorizing the Corporate Monitor to enter into the Lease in form substantially similar to Exhibit "A".

**WHEREFORE**, Daniel J. Stermer, as Corporate Monitor, respectfully requests entry of the proposed agreed Order attached as **Exhibit "B"**, authorizing the Corporate Monitor to enter into the Lease in form substantially similar to Exhibit "A", and for such other and additional relief as the Court deems just and proper.

Dated: November 15, 2021

Respectfully submitted,

BERGER SINGERMAN LLP  
*Counsel for Corporate Monitor*  
525 Okeechobee Boulevard  
Suite 1250  
West Palm Beach, FL 33401  
Tel. (850) 561-3010  
Fax (850) 561-3013

By: /s/ Brian G. Rich

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**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that on November 15, 2021, the foregoing was filed using the Florida Court's E-Filing Portal, which served a copy of the foregoing electronically upon all electronic service parties. I further certify that a true and correct copy of the foregoing was served by electronic transmission and first class, U.S. Mail upon all parties on the attached Service List.

By: /s/ Brian G. Rich  
Brian G. Rich

## SERVICE LIST

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*Corporate Monitor*

MCM 301 Yamato LLC  
c/o Shutts & Bowen LLP  
Attn.: Harris J. Koroglu, Esq.  
200 South Biscayne Blvd, Ste 4100  
Miami, FL 33131  
HKoroglu@shutts.com



# **EXHIBIT “A”**



Dear Prospective Tenant,

Enclosed is the lease document for your review. Should you have any questions, please do not hesitate to contact the leasing agent you have been working with. The submission of this document to Tenant for review does not constitute a binding agreement between the parties, and this document shall become effective as a contract only upon the mutual execution of both parties and delivery thereof by Landlord to Tenant.

Once the lease is ready for execution, below is a checklist of things to complete:

- Have the lease executed on the signature page, in ink (no electronic signatures, please), by an authorized individual, including any guarantees executed as well. Please have two witnesses for each of those signatures. The Landlord will date the lease document after it is executed by all parties.
- Once the lease is signed, please send 1 scanned copy to your leasing agent.
- Then, please sign and send 3 original copies (single sided pages, please) to your leasing agent or directly to the following address:

Morning Calm Management, LLC  
301 Yamato Road, Suite 4160  
Boca Raton, FL 33431

- Along with the original copies of the lease, please include the following items:
  - A check or certified funds in the amount specified in section 1.20 made payable to MCM 301 Yamato LLC; and
  - A copy of the driver's license for the authorized signer.
- And finally, we will need the Certificate of Insurance as required in section 15 of the Lease (this doesn't need to be provided at lease execution, but will need to be provided before you take occupancy).

Again, we look forward to finalizing this lease transaction and best wishes for success in your new space!

Best regards,

Morning Calm Management

## OFFICE LEASE AGREEMENT

This Office Lease Agreement (hereinafter, the "Lease") entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between **MCM 301 Yamato LLC**, a Delaware limited liability company (hereinafter, the "Landlord"), c/o Morning Calm Management, LLC (hereinafter, the "Property Manager"), and **National Senior Insurance, Inc.**, a Florida corporation (hereinafter, the "Tenant")<sup>1</sup>.

### WITNESSETH

In consideration of the covenants, conditions, agreements and stipulations herein contained, on the part of the Tenant to be kept and performed, the Landlord does hereby lease to the Tenant that certain space described herein. To Have and to Hold the same on the following terms and conditions:

#### SECTION 1 - GENERAL PROVISIONS

- 1.1 Initial Term:** The initial term shall be for a period of three (3) month(s) from the Commencement Date (as hereinafter defined) (hereinafter, the "Initial Term").
- 1.2 Property:** A certain property located at 301 Yamato Road, Boca Raton, Florida 33431 and commonly known as FNbcc Plaza @ 301 Yamato (hereinafter, the "Property" or "Building") consisting of approximately 219,237 square feet (hereinafter, the "Property Size" or "Building Size").
- 1.3 Premises:** A certain space presently known as Suite 2180 (hereinafter, the "Premises"). The Premises are set forth on Exhibit A attached hereto and made a part hereof.
- 1.4 Square Footage:** Deemed to be 1,715 rentable square feet (hereinafter, the "Square Footage").
- 1.5 Base Rent:** \$5,500.00 per month (hereinafter, the "Base Rent").
- 1.6** Intentionally Deleted.
- 1.7** Intentionally Deleted.
- 1.8 Common Area Maintenance:** Common Area Maintenance (as hereinafter defined) is included in the Base Rent.
- 1.9 Real Estate Taxes:** Real Estate Taxes (as hereinafter defined) are included in the Base Rent.
- 1.10 Property Insurance:** Property Insurance (as hereinafter defined) is included in the Base Rent.
- 1.11 Sales Tax:** State mandated sales tax is six and one-half percent (6.5%) which is currently payable on Base Rent (hereinafter, the "Sales Tax"). In the event the state mandated sales tax shall increase or decrease during the Term, the Sales Tax shall be deemed that of the new rate.
- 1.12 Security Deposit:** \$0.00 (hereinafter, the "Security Deposit") and as further described in Section 24.
- 1.13 Tenant's Use(s):** General administrative non-governmental office use consistent with that of a first-class office building (hereinafter, the "Use") as further described in Section 12.
- 1.14** Intentionally Deleted.
- 1.15 Commencement Date:** November 11, 2021 (hereinafter, the "Commencement Date").
- 1.16 Expiration Date:** February 10, 2022, subject to the terms of Section 5.3 (hereinafter, the "Expiration Date").
- 1.17 Landlord's Notice Address:**  
MCM 301 Yamato LLC  
c/o Morning Calm Management, LLC  
301 Yamato Road, Suite 4160  
Boca Raton, FL 33431
- 1.18 Tenant's Notice Address:**  
National Senior Insurance, Inc.  
301 Yamato Road, Suite 2180  
Boca Raton, FL 33431
- 1.19 Real Estate Broker(s):** Morning Calm Advisors, LLC on behalf of Landlord (hereinafter, the "Real Estate Broker(s)") and as further described in Section 37.
- 1.20 Due at Execution Items:** Upon execution of this Lease by Tenant, Tenant shall provide Landlord an Administrative Claim, which shall be paid in pari passu with the Corporate Monitorship Estate professionals, for all Rent (as defined below) owed under this Lease (hereinafter, the "Admin Claim"), which shall be paid upon Court approval and adequate funds being available in the Corporate Monitorship Estate. Tenant shall also submit to Landlord Tenant's certificate of insurance as required in Section 15 (hereinafter, the "Proof of Insurance"). The Admin Claim and Proof of Insurance shall be collectively referred to hereinafter as the "Due at Execution Items". If the Due at Execution Items are not delivered in full, then Landlord, at its option, shall have the right to deem this Lease null and void.
- 1.21 Payments: Upon Court approval and adequate funds being available in the Corporate Monitorship Estate, Tenant shall pay the Admin Claim** through a electronic funds transfer to Landlord's bank account. Any rental checks being mailed to Landlord should be made payable to: **MCM 301 Yamato LLC** and submitted to P.O. Box 865588, Orlando, Florida 32886-5588. Any rental checks being sent by overnight delivery to Landlord should be made payable to: **MCM 301 Yamato LLC** and submitted to Lockbox Services 865588, MCM 301 Yamato LLC, Lbx# 865588, 11050 Lake Underhill Road, Orlando, Florida 32825.
- 1.22 Landlord's Work:** Tenant accepts the Premises in its current "as-is" condition.
- 1.23 Parking:** Tenant's share of unreserved parking spaces in the surface parking lot and attached parking garage shall be equal to three (3) parking spaces per 1,000 rentable square feet.
- 1.24 Termination Option:** Notwithstanding anything to the contrary contained herein, Landlord and Tenant shall each have the right to terminate this Lease at any time by providing the other party with thirty (30) days' advance written notice.

<sup>1</sup> On September 14, 2021, Daniel Stermer (the "Monitor") was appointed by the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, Civil Division ("Court"), in the case captioned State of Florida, Office of Financial Regulation v. National Senior Insurance, Inc., d/b/a Seeman Holtz, et al., case no. 50-2021-CA-008718-XXX-MB, as the corporate monitor of Tenant ("Corporate Monitorship Estate"), wherein Monitor was authorized by the Court to, among other things, confirm, marshal, safeguard and liquidate Tenant's assets, including without limitation continuing normal day-to-day operations or, alternatively, suspend, wind down or stop operations.

**SECTION 2 – RENT.** All (a) Base Rent, (b) Sales Tax, and (c) Additional Rent (as hereinafter defined) (hereinafter, the “**Rent**”) owed under this Lease, which shall be allowed as an Administrative Claim in pari passu with the Corporate Monitorship Estate professionals and payable pursuant to Section 1.21 herein. For the avoidance of doubt, any and all reference of Rent or any other payment from the Tenant to Landlord shall be made pursuant to an Administrative Claim *in pari passu* with the Corporate Monitorship Estate professionals and payable pursuant to Section 1.21 herein. In the event the Corporate Monitorship Estate is dismissed or otherwise terminated, all outstanding Rent owed by Tenant under this Lease shall be paid to Landlord no later than thirty (30) days after dismissal or termination of the Corporate Monitorship Estate.

**SECTION 3 – TERM.** The term of this Lease shall be for the Initial Term (plus the partial month, if the Commencement Date is other than the first day of a month), together with any extension, renewal or option term(s) (hereinafter, the “**Term**”), unless sooner terminated as hereinafter provided.

**SECTION 4 - PREMISES; COMMON AREAS.** Tenant is given the right to the non-exclusive use of all such facilities designed for common use, and Landlord shall have the right from time to time to change or restrict access to such facilities, to do such things as in the Landlord's sole discretion may be necessary regarding such facilities. Tenant shall not use the common areas of the Property, including areas adjacent to the Premises, for any purpose other than ingress and egress, and any such use thereof shall be subject to the other provisions contained in this Lease. The Square Footage includes the area contained within the Premises together with a common area percentage factor of the Premises proportionate to the total Building Size.

**SECTION 5 - POSSESSION: PREPARATION OF PREMISES.**

**5.1** All work in renovating and preparing the Premises for Tenant's use (hereinafter, the “**Tenant's Work**”), shall be accomplished by Tenant at Tenant's sole expense, but only in accordance with plans and specifications approved in writing by Landlord, which consent shall be granted or withheld by Landlord in its reasonable discretion. Tenant's Work shall be in conformity with all laws, ordinances, building codes, and fire regulations applicable to the Premises and the Property (hereinafter, the “**Law**” or “**Laws**”), and Tenant shall hold Landlord harmless from any penalty, damage, injury, loss, or expense of whatever kind arising out of Tenant's Work.

**5.2** At the sooner to occur of the Commencement Date or the date that Landlord delivers the Premises to Tenant (hereinafter, the “**Possession**”), Tenant shall accept the Premises and the Property in their existing condition and state of repair. Tenant must inform Landlord of the actual date of Tenant's move (both into the Premises and out of the Premises), and such date must be mutually agreed to by Tenant and Landlord. The move will not take place during normal business hours, unless otherwise agreed, and Tenant shall follow the moving rules and regulations established by Landlord, including without limitation, padding and protecting elevators, where applicable. Additionally, Tenant must provide their moving company's certificate of insurance prior to the commencement of the move.

**SECTION 6 - COMMON AREA MAINTENANCE.** Common Area Maintenance is included in the Base Rent. “**Common Area Maintenance**” shall mean all of Landlord's costs and expenses incurred in operating and maintaining the Property.

**SECTION 7 - PUBLIC UTILITIES.** Public Utilities, excluding electricity which Tenant is to pay directly to the utility provider, are included in the Base Rent. “**Public Utilities**” shall mean all utilities, used or consumed in or upon the Premises, which shall include, but not be limited to, charges for water, sewer, gas and trash removal. Tenant shall pay to Landlord on demand such charges as Landlord may reasonably prescribe for any electric service required by Tenant for computers and other electrical equipment or other electric service deemed by Landlord to be excessive or non-standard.

**SECTION 8 – TAXES.** Real Estate Taxes are included in the Base Rent. “**Real Estate Taxes**” shall mean all real estate taxes, assessments, and other related charges at and related to the Property. Tenant shall pay, without contribution from Landlord, all taxes on Tenant's personal property and trade fixtures that are assessed and payable as they become due, and shall hold Landlord harmless with respect thereto.

**SECTION 9 - PROPERTY INSURANCE.** Property Insurance is included in the Base Rent. “**Property Insurance**” shall mean the amount of the sum of all premiums paid or payable at any time during such Calendar Year under all policies of insurance (including all endorsements thereto) carried by Landlord in connection with Landlord's ownership and operation of the Property.

**SECTION 10 - MAINTENANCE AND REPAIR OF PREMISES**

**10.1** Tenant shall keep the Premises in good working order, repair and condition. Tenant's obligations hereunder shall include, but not be limited to, Tenant's trade fixtures and equipment, ceilings, walls, entrances, signs, interior decorations, window coverings, burglar alarm systems, card access or tele-entry systems, floor-coverings, wall-coverings, interior doors, interior glass, any specialty cleaning within the Premises in excess of Landlord's Building standard janitorial services, light fixtures and bulbs, keys and locks, fire extinguishers, restroom and/or breakroom supplies within the Premises, and other systems or equipment within or which serve the Premises exclusively (whether located within or outside the Premises), and all alterations and improvements to the Premises whether installed by Landlord or Tenant. Without limiting the generality of the foregoing, at all times during the Term of this Lease, Tenant shall maintain the appearance of the Premises as a first-class business establishment.

**10.2** Intentionally Deleted.

**10.3** Landlord shall keep the roof above, the foundation, exterior walls, and the structural portions of the Premises in working order and repair (provided that Tenant shall give Landlord reasonable prior notice of the necessity for such repairs, and further provided that any damage thereto shall not have been caused by any act or omission of, or violation of this Lease by Tenant or any other permitted occupant of the Premises, or any of their employees, agents, invitees or contractors, in which event Landlord may perform at Tenant's reasonable expense or require that Tenant perform such repairs as provided above without limiting Landlord's other remedies therefor).

**10.4** Landlord agrees to furnish Tenant while occupying the Premises the following: (i) water at those points of supply provided for general use of tenants of the Building, (ii) heated and refrigerated air-conditioning in season, at such temperatures and in such amounts as are considered by Landlord to be standard on Monday through Friday between the hours of 8:00 A.M. and 6:00 P.M., such services on Saturday, Sunday and holidays excepted, (iii) elevator service, if applicable, and (iv) electrical service in the manner and to the extent deemed by Landlord to be standard; but failure to any extent to furnish or any stoppage of these defined services shall not render Landlord liable in any respect for damages to person, property or business, nor be construed as an eviction of Tenant or as an abatement of Rent, or relieve Tenant from fulfillment of any covenant or agreement hereof.

**10.5** Charges for any services for which Tenant is required to pay from time to time hereunder, shall be due and payable within ten (10) days after such billing as Additional Rent.

**10.6** Landlord shall coordinate Building standard janitorial services to the Premises on weekdays other than holidays.

**10.7** Tenant acknowledges and agrees that Landlord may perform work including, but not limited to repairs, alterations, decoration, additions, modifications, changes, or improvements, whether structural or otherwise, in and about the Building and Property, and the performance of such work may require Landlord to temporarily close or restrict access to doors, entryways, public space, and corridors in the Building and to interrupt or temporarily suspend Building services and facilities, and as a result thereof, Tenant may not have the full use and enjoyment of the Building and/or Premises (collectively, the "**Work**"). Landlord agrees to use commercially reasonable efforts to prevent the Work from unreasonably interfering with Tenant's business operations. Tenant agrees (i) to execute this Lease and comply with the terms hereof, whether or not the Work shall occur, (ii) that the performance of the Work and any obstructions to the visibility of or access to the Property, and/or the Premises associated therewith or resulting therefrom shall not constitute a violation of any of Tenant's rights hereunder, and (iii) that there shall be no allowance to Tenant for any diminution of the value of the Premises and no liability on the part of Landlord by reason of any inconvenience, annoyance or injury to Tenant's business arising from Landlord's acts or inaction. Tenant hereby agrees that it shall not be entitled to any set off, reduction or abatement of the Rent or other relief of any kind and hereby releases Landlord and Property Manager from any claims of every kind and nature whatsoever arising in connection with the Work.

#### **SECTION 11 - TRADE FIXTURES, ALTERATIONS AND LIENS**

**11.1** Tenant shall not perform any Tenant's Work or repairs on or to the Premises, the Property or the Systems and Equipment therein or servicing the Premises without the prior written consent of Landlord, which consent shall be granted or withheld by Landlord in its reasonable discretion. "**Systems and Equipment**", as used herein, shall mean any roof, plant, machinery, HVAC equipment, transformers, ducts, cables, wires and other equipment, facilities and systems designed to supply light, heat, ventilation, air conditioning and humidity and other services or utilities, or comprising or serving as any other component or portion of any electrical, gas, steam, plumbing, water, sewer, sprinkler, communications, alarm, security, or fire/life/safety systems or equipment, or any other electrical, mechanical, electronic, computer or other systems or equipment for the Property, except to the extent the same serves any tenant exclusively.

**11.2** The interest of Landlord in the Premises shall not be subject in any way to any liens, including construction liens, for alterations made by or on behalf of Tenant. This exculpation is made with express reference to Section 713.10, Florida Statutes. Tenant represents to Landlord that any improvements that might be made by Tenant to the Premises are not required to be made under the terms of this Lease and that any improvements which may be made by Tenant do not constitute the "pith of the lease" under applicable Florida case law. Tenant shall notify every contractor making improvements to the Premises that the interest of the Landlord in the Premises shall not be subject to liens. If any lien is filed against the Premises for work or materials claimed to have been furnished to Tenant, Tenant shall cause it to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within fifteen (15) days after written notice to Tenant. Further, Tenant shall indemnify, defend, and save Landlord and Property Manager harmless from and against any damage or loss, including reasonable attorneys' fees, incurred by Landlord and Property Manager as a result of any liens or other claims arising out of or related to work performed in the Premises by or on behalf of Tenant.

**SECTION 12 - USE AND OPERATING REQUIREMENTS.** Tenant shall use the Premises for the purposes specified in Section 1, and for no other purpose whatsoever. Landlord makes no representation that the Premises are suitable for the purposes specified in Section 1. Tenant shall, throughout the Term of this Lease, operate the business located at the Premises in a dignified, first-rate manner. If the Premises shall become abandoned or if Tenant shall fail to use and/or occupy the Premises in accordance with the terms hereof, except for closures for the purposes of renovating or repairing the Premises as provided herein, Landlord may, at its option, terminate this Lease thirty (30) days after written notice has been given by Landlord to Tenant. Tenant shall not allow any activity to be conducted on the Premises that will produce any Hazardous Materials (as hereinafter defined), and will not permit any Hazardous Materials to be brought into or stored in the Premises. As used herein, the term "**Hazardous Materials**" shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any present or future federal, state or local laws, ordinances or other statutes of a governmental or quasi-governmental authority, relating to pollution or protection of the environment.

**SECTION 13 - RIGHTS OF LANDLORD.** Landlord reserves, in addition to any rights reserved herein, the following rights with respect to the Premises: (a) At all reasonable times, by itself or its duly authorized agents, to go upon and inspect the Premises, and at its option to make repairs, alterations, and additions thereto or to the Property of which the Premises are a part. If Tenant shall not be personally present, to open and permit an entry by Landlord into the Premises, and if an entry therein shall be necessary in the case of an emergency, Landlord or Landlord's agents may make forcible entry without rendering Landlord or such agent liable therefor and without in any manner affecting the obligations and covenants of this Lease. Tenant hereby grants Landlord the necessary licenses to carry out the terms of this provision, (b) Landlord shall at all times have the option to retain a key with which to unlock all the doors in, upon and about the Premises. Tenant shall not change Landlord's lock system or in any manner prohibit Landlord from entering the Premises without Landlord's prior written consent which shall not be unreasonably withheld, conditioned or delayed. Landlord shall have the right to use any and all means which Landlord may deem proper to open any door in an emergency without liability therefor, (c) To change the Building's name or street address, (d) To establish controls for the purpose of regulating all persons, property, and packages (both personal and otherwise) to be moved into or out of the Building and Premises, (e) To regulate delivery and service of supplies in order to insure the cleanliness and security of the Building and Premises as is customary and commercially reasonable, and (f) Within ten (10) days after written request, Landlord may require Tenant to furnish to Landlord a certificate of good standing with the state in which the Premises are located.

**SECTION 14 - DAMAGE TO PREMISES.** In the event of a partial structural destruction of the Premises during the Term from any cause, Landlord and Tenant shall each have the option to terminate this Lease.

#### **SECTION 15 - INDEMNIFICATION, TENANT INSURANCE SUBROGATION AND WAIVER OF CLAIMS**

**15.1** Tenant agrees to indemnify and hold harmless Landlord and Property Manager and their respective shareholders, members, partners, officers, directors, employees and agents from any claims for bodily injury or Property damage arising from Tenant, Tenant's employees, agents, invitees, customers, visitors, contractors, sub-contractors, licensees or any other person or entity unless due to the sole negligence of the Landlord. Tenant hereby agrees to pay all reasonable costs, out of pocket expenses, and attorney fees incurred by Landlord in connection with this Section 15 by providing an Admin Claim. All of Tenant's personal property in the Premises shall be and remain at Tenant's sole risk. The agreements and indemnifications of Tenant set forth herein shall survive the termination or expiration of this Lease.

**15.2** Tenant covenants and agrees that from and after Possession, Tenant will carry and maintain, at its sole cost and expense, no less than the following types of insurance, in no less than the amounts specified and in the form hereinafter provided for (Landlord shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Tenant hereunder): (a) Commercial general liability insurance which (i) is written on an ISO CG 00 01 policy form or equivalent, (ii) insures without exclusion damage or injury arising from heat, smoke or fumes from a hostile fire, (iii) has limits of not less than: (A) \$1,000,000 per occurrence, (B) \$2,000,000 general aggregate per location, (C) \$2,000,000 products and completed operations aggregate, (D) \$1,000,000 for personal and advertising injury liability, (iv) includes coverage for "insured contracts", and (v) contains a standard separation of insured's provision, (b) Worker's compensation with statutory limits and with employer's liability insurance with limits of not less than \$100,000 for each accident, \$100,000 for each employee for bodily injury by disease, and \$500,000 policy limit for bodily injury by disease; (c) Excess liability/umbrella insurance, in addition to and in excess of the commercial general liability, business auto liability, and employer's liability insurance described herein, which insures against claims for bodily injury, personal injury, advertising injury and property damage and having limits of not less than \$2,000,000, (d) "Special Form" property insurance covering all of Tenant's personal property, inventory, equipment, fixtures, alterations and improvements at the Premises up to the replacement cost of such property, (e) Business income and extra expense insurance with limits of at least twenty-five percent (25%) of Tenant's gross revenue for a twelve (12) month period, (f) Business auto liability insurance which insures against bodily injury and property damage claims arising out of ownership, use or maintenance of any auto with a combined single limit per accident of not less than \$1,000,000, and (g) Errors and omissions insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

**15.3** All policies of insurance provided for in this Lease shall be issued in a form acceptable to Landlord by insurance companies having and maintaining an AM Best Rating of A- VII or better and qualified to do business in the state in which the Property is located. Each and every such policy: (a) shall name MCM 301 Yamato LLC, MCM 301 Yamato Holdings, LLC, and Property Manager, as well as any mortgagee requested by Landlord, and any other party reasonably designated by Landlord, as an additional insured. Also, the coverage described in Section 15.2 relating to the Property shall also name Landlord and Property Manager as loss payee, (b) shall be delivered to Landlord prior to Possession, and thereafter thirty (30) days prior to the expiration of each such policy, and, as often as any such policy shall expire or terminate (renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent), (c) shall contain a provision that the insurer will give to Landlord and such other parties in interest at least thirty (30) days' notice in writing in advance of any cancellation, and (d) shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry.

**15.4** In the event that Tenant shall fail to carry and maintain the insurance coverages set forth in this Lease, Landlord may, but shall not be obligated to, procure such policies and Tenant shall promptly reimburse Landlord for the premium costs thereof, plus a ten percent (10%) convenience fee, plus interest at the maximum rate allowed by Law, compounded monthly from the date of payment by Landlord until repaid by Tenant.

**15.5** Tenant will not knowingly do anything on the Premises or knowingly permit the Premises to be used for any purpose or in any manner that would (i) void the insurance thereon, (ii) increase the insurance risk, (iii) cause the disallowance of any sprinkler credits, or (iv) cause the insurance to be cancelled. Tenant shall pay any increase in the cost of any insurance on the Premises, which is caused by Tenant's Use of the Premises, or because Tenant vacates the Premises.

**15.6** Tenant and Landlord hereby waive any rights of subrogation against each other on account of any loss, injury, or damage occasioned to the other party, each respective party's employees, agents, invitees, customers, visitors, contractors, sub-contractors, licensees or any other person or entity, either party's property, the Premises, its contents, or to the other portions of the Property, arising from any risk covered by insurance policy or policies carried by Tenant and Landlord. Tenant and Landlord agree to cause their insurance companies to waive any right of subrogation that such insurers may have against the other party.

#### **SECTION 16 - TRANSFERS**

**16.1** Tenant shall not, without the prior written consent of Landlord in each instance, which consent shall be granted or withheld by Landlord in its sole discretion: (i) assign, mortgage, pledge, hypothecate, encumber, permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, by operation of Law or otherwise, (ii) sublet or publicly advertise subletting of the Premises or any part thereof, or extend, renew or modify any sublease, or (iii) permit the use of the Premises by any parties other than Tenant and its employees, whether as licensee, franchisee or otherwise.

**SECTION 17 - SUBORDINATION; ATTORNMEN**. This Lease is subject and subordinate to any mortgage, ground lease, deed to secure debt, or deed of trust encumbering the Property or any portion thereof now or hereafter placed on the Property of which the Premises are a part. This clause shall be self-operative and no further instrument of subordination shall be required to make the interest of any of the foregoing parties superior to the interest of Tenant hereunder. Tenant agrees to execute any forms or agreements that may reasonably be requested by Landlord or any of the foregoing parties within eight (8) days of such request. If Tenant shall fail at any time to execute, acknowledge, and deliver any such form within the time required herein, Landlord, in addition to any other remedies available in consequence thereof, may execute, acknowledge, and deliver the same as Tenant's attorney-in-fact and in Tenant's name. Tenant hereby irrevocably makes, constitutes, and appoints Landlord, its successors, and assigns, its attorney-in-fact for the purpose.

**SECTION 18 - CUSTOM AND USAGE**. Any Law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the covenants and conditions of the Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of Landlord in refraining from so doing at any time. The failure of Landlord at any time to enforce its rights under such covenants and conditions strictly in accordance with the same shall not be construed as having created a custom or estoppel in any way contrary to the specific covenants and conditions of the Lease or having in any way or manner modified the same.

#### **SECTION 19 - SURRENDER AND HOLDING OVER**

**19.1** The Term of this Lease shall end on the final day thereof without the requirement of notice from either party to the other. Tenant, upon expiration or termination of the Lease shall peaceably surrender to Landlord the Premises in broom clean and sanitary condition and in good repair as required herein. Prior to vacating the Premises, Tenant shall, in addition to any requirements set forth in this Lease: (i) be certain all Rent is paid in full, (ii) discharge any liens placed on the Premises, (iii) clean the entire Premises, including any shelves or cabinets, and remove all debris and trash, (iv) patch and spackle all walls so they are ready for painting, (v) submit keys and access cards to the Premises to Landlord, and (vi) remove any decals or signage. Any cleaning or removal of Tenant's items shall be accomplished by Landlord or Landlord's agent and will be charged back to Tenant at the cost of such cleaning or removal, plus an administrative charge of fifteen percent (15%) of the total cost thereof. Furthermore, Tenant's failure to comply

with the requirements in this Section 19.1 will result in Tenant being charged, as a penalty, an amount equal to the Holdover Rent (as hereinafter defined) for each day until such cleaning or removal is completed by Landlord.

**19.2** If Tenant remains in possession of the Premises with Landlord's consent but without a new Lease in writing and duly executed, Tenant shall be deemed to occupying the Premises as a Tenant from month to month. Rent shall be double (200%) the then current monthly Rent (hereinafter, the "**Holdover Rent**"), but otherwise subject to all the covenants and conditions of the Lease. Should Tenant remain in possession of the Premises without Landlord's prior written consent, such holding over shall be deemed to be that of a tenancy-at-will and in no event from month-to-month, shall be subject to Holdover Rent, and Landlord shall have the right to terminate such tenancy at any time, in its sole discretion, by providing five (5) days' notice to Tenant. In either event, Holdover Rent shall be due and payable for the entire month in which Tenant holds over in the Premises, regardless of how many days the Premises were actually occupied by Tenant during any such month. Should Landlord suffer harm from Tenant holding over without Landlord's consent, Tenant shall be liable to Landlord for such damages that Landlord incurs.

**SECTION 20 – CONDEMNATION.** If the whole of the Premises shall be taken or condemned by any competent authority, this Lease shall cease and terminate as of the date on which title shall vest thereby in that authority and the Rent reserved hereunder shall be apportioned and paid up to date. If only a portion of the Premises shall be taken or condemned, this Lease and the Term hereof, shall not cease or terminate, but the Rent payable after the date on which Tenant shall be required to surrender possession of such portion shall be reduced in proportion to the decreased use suffered by Tenant as the parties may agree or as shall be determined by arbitration. In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to Landlord without any deduction therefrom for the value of the unexpired Term of this Lease or for any other estate or interest in the Premises now or later vested in Tenant. Tenant assigns to Landlord all its right, title, and interest in any and all such awards. However, Tenant shall not be prohibited from pursuing its own action for damages against the condemning authority.

**SECTION 21 - FORCE MAJEURE.** In the event that Landlord or Tenant shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of any matters beyond the reasonable control of either party, then that party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay and this Lease. Notwithstanding anything herein, the obligations of Tenant to pay Rent hereunder (including the performance of any obligations which can be cured by the payment of monies), and perform and comply with all of the terms and provisions of this Lease shall in no way be affected, impaired, or excused.

**SECTION 22 - ESTOPPEL STATEMENT.** Tenant and any Guarantor(s) shall from time to time, within eight (8) days after written request from Landlord, execute, acknowledge and deliver a statement: (i) certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect (or if this Lease is claimed not to be in force and effect, specifying the grounds thereof) and the dates to which the Rent and all other charges hereunder have been paid, and the amount of any Security Deposit, (ii) acknowledging that there are not, to Tenant's or Guarantor(s) knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults, if any are claimed, and (iii) certifying such other matters as Landlord may reasonably request, or as may be requested. Any such statement may be relied upon by Landlord's current or prospective lenders, insurance carriers, auditors and prospective purchasers. If Tenant or Guarantor(s) shall fail to execute and return such statement within the time required herein, Tenant and/or Guarantor(s) shall be deemed to have agreed with the matters set forth therein, and Landlord acting in good faith shall be authorized as Tenant's and/or Guarantor(s) attorney-in-fact on behalf of Tenant and/or Guarantor(s) (which shall not be in limitation of Landlord's other remedies thereof).

### **SECTION 23 - DEFAULT AND LANDLORD'S REMEDIES**

**23.1** Any one or more of the following events at any time prior to or during the Term shall be considered a "**Default**": (a) failure by Tenant to pay when due any Rent; (b) failure by Tenant to observe or perform any term or condition of this Lease, other than the payment of Rent; (c) if the Premises shall become abandoned or if Tenant shall fail to use and/or occupy the Premises in accordance with the terms hereof; or (d) (i) making by Tenant or Guarantor of any general assignment for the benefit of creditors, (ii) filing by or against Tenant or any Guarantor of a petition to have Tenant or such Guarantor adjudged bankrupt or a petition for reorganization or arrangement under any Law relating to bankruptcy or insolvency, (iii) attachment, execution or other judicial seizure of substantially all of Tenant's assets located on the Premises or of Tenant's interest in this Lease, (iv) Tenant's or any Guarantor's convening of a meeting of its creditors or any class thereof for the purpose of effecting a moratorium upon or composition of its debt, or (v) Tenant's or any Guarantor's insolvency or admission of an inability to pay its debts as they mature. Except as may be expressly provided by law, nothing contained in this Section 23 or otherwise shall be deemed to require Landlord to give the notices herein provided for prior to the commencement of a summary proceeding for non-payment of Rent or for recovery of Rent on account of any Default in the payment of the same, it being intended that such notices are for the sole purposes of creating a conditional limitation hereunder pursuant to which this Lease shall terminate and if Tenant thereafter remains in possession after such termination, Tenant shall do so as a tenant holding over without the consent of Landlord as further described in Section 19. If Tenant fails more than twice within any twelve (12) month period to observe or perform any covenant, condition, or agreement of this Lease (including without limitation the payment of Rent), regardless of whether such Defaults shall have been cured by Tenant, the third (3<sup>rd</sup>) Default shall, at the election of Landlord, in its sole and absolute discretion, be deemed a non-curable Default.

**23.2** Upon a Default, as provided for in Section 23.1, or upon the termination of this Lease for any other reason whatsoever, or if Tenant is in Default under this Lease, Landlord shall have the rights and remedies hereinafter set forth to the extent permitted by Law, which shall be distinct, separate and cumulative with and in addition to any other rights and remedies allowed under any Law or other provisions of this Lease: (a) Landlord may terminate this Lease and Tenant's right to possession upon notice to Tenant, and on the date specified in such notice Tenant's right to possession of the Premises will cease and this Lease will terminate, (b) Landlord may immediately, or at any time after such Default or after the date upon which this Lease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, either (i) by force or otherwise, (ii) by summary proceedings or other applicable action or proceeding, (c) Landlord, at Landlord's option, may relet the whole or any part or parts of the Premises from time to time to such tenant or tenants, for such term or terms that Landlord elects, in its sole judgment (Landlord shall have no obligation to relet the Premises or any part thereof), and (d) Tenant, on its own behalf and on behalf of all persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future Law to redeem, repossess, or reinstate the Premises or Lease, after (i) Tenant shall have been dispossessed by a judgment of possession or by warrant of eviction issued by any court, (ii) any entry by Landlord, or (iii) any expiration or termination of this Lease and the Term, whether such dispossession, re-entry, expiration or termination shall be by operation of Law or pursuant to the provisions of this Lease. The words "re-enter", "re-entry" and "re-entered" as used in this Lease shall not be deemed

to be restricted to their technical legal meanings. Notwithstanding anything to the contrary contained in the Lease, in the event Tenant fails in any of its obligations under the Lease, any options Tenant may have to terminate or renew the Lease prior to the natural Expiration Date, or to expand or reduce the Premises shall become null and void immediately upon such failure.

**23.3** If this Lease and the Term shall expire and come to an end for any reason whatsoever, or if Landlord shall re-enter the Premises, then, in any of said events: (a) Tenant shall pay pursuant to Section 1.21 to Landlord all Rent and other charges payable under this Lease by Tenant to Landlord to the date upon which this Lease and the Term shall have expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be; (b) Tenant also shall be liable for and shall pay to Landlord, as damages, any deficiency between the Rent reserved in this Lease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting by Landlord affected pursuant to this Lease for any part of such period (first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with the termination of this Lease, or Landlord's re-entry upon the Premises and with such reletting, including, but not limited to, all repossession costs, brokerage commissions, advertising, legal expenses, attorneys' fees and disbursements, expenses incurred by Landlord for any repairs, maintenance, changes, alterations and improvements to the Premises (whether to prevent damage or to prepare the Premises for reletting), any economic incentives given to enter leases with replacement tenants, costs of collecting rent from replacement tenants, and other expenses of preparing the Premises for such reletting (hereinafter, the "**Costs of Reletting**") (altogether hereinafter, the "**Deficiency**"). Any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Lease for payment of installments of Rent, and Landlord shall be entitled to recover from Tenant monthly, the Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding. Landlord shall at all times have the right without prior demand or notice except as required by applicable Law to seek any declaratory or other equitable relief and sue for and collect any unpaid Rent which has accrued; or (c) Whether or not Landlord shall have collected any monthly Deficiency as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, in lieu of any further Deficiency and for liquidated and agreed final damages, a sum equal to the amount by which the Rent reserved in this Lease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Premises for the same period, taking into account among other things, the condition of the Premises, market conditions and the period of time the Premises may reasonably remain vacant before Landlord is able to re-lease the same to a suitable replacement tenant, and Costs of Reletting that Landlord may incur in order to enter such replacement lease, less the aggregate amount of Deficiency theretofore collected by Landlord pursuant to the provisions of Section 23.3(b) for the same period. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting. For purposes of computing the amount of Rent herein that would have accrued after the Expiration Date, Tenant's obligation for taxes, expenses and all other charges hereunder shall be projected, based upon the average rate of increase, if any, in such items from the Commencement Date through the Expiration Date. In the event Landlord shall incur costs and expenses, including, without limitation, legal fees and expenses, to enforce any of its rights under the Lease, to collect any sums due to it under the Lease or to remedy Tenant's breach of any covenant of the Lease to be kept or performed, Tenant shall reimburse Landlord pursuant to Section 1.21 for such reasonable costs and out of pocket expenses and such costs and expenses shall be considered Additional Rent for the purpose of this Lease.

**23.4** If this Lease or Tenant's right to possession is terminated, or Tenant vacates or abandons the Premises, Landlord, at its sole cost and expense, may enter and secure the Premises, remove any property of Tenant therein, perform any alterations as Landlord shall determine in Landlord's sole discretion to prevent damage or deterioration to the Premises or prepare the same for reletting.

**23.5** Landlord shall be under no obligation to observe or perform any provision of this Lease on its part to be observed or performed which accrues after the date of any Default by Tenant.

**SECTION 24 - SECURITY DEPOSIT.** Intentionally Deleted.

**SECTION 25 - AUTHORITY.** All persons executing the Lease on behalf of a corporate Tenant (or other entity) personally represent and warrant that they have been authorized to execute the Lease by such Tenant. Evidence of such authority shall be provided upon request.

**SECTION 26 - LIABILITY OF LANDLORD.** Tenant shall look solely to Landlord's interest in the Property for the satisfaction of any judgment or decree requiring the payment of money by Landlord, based upon any default hereunder, and no other property or asset of Landlord shall be subject to levy, execution, or enforcement procedure for the satisfaction of such judgment or decree.

**SECTION 27 - PROFESSIONAL EXPENSES.** Whenever Tenant shall submit to Landlord any plan, agreement or other document for the consent or approval of Landlord, Tenant shall pay to Landlord, on demand, and as an Additional Rent hereunder, a processing fee in the amount of \$500.00, plus the actual reasonable out of pocket fees for review and negotiation thereof, including the services of any architect, engineer, attorney or other consultant or professional employed by Landlord to review such plan, agreement or document. Whenever any appearance by Landlord or any officer, partner, employee or consultant of Landlord, or Landlord's attorney is required as a witness or otherwise in any action or proceeding whatsoever involving or affecting Landlord or Tenant, such Tenant shall pay to Landlord, on demand as Additional Rent, any reasonable costs associated therewith.

**SECTION 28 - EASEMENTS, AGREEMENTS, OR ENCUMBRANCES.** The parties shall be bound by all existing and future easements, agreements, and encumbrances of record relating to the Premises including, but not limited to any deed or plat restrictions, and Rules and Regulations (as hereinafter defined) governing the Premises and the Property or any part thereof, as same may be amended.

**SECTION 29 - TIME OF THE ESSENCE.** Time is of the essence with respect to all provisions of this Lease.

**SECTION 30 - QUIET ENJOYMENT.** Landlord warrants that Tenant shall be granted peaceable and quiet enjoyment of the Premises, subject to the terms of this Lease, free from any eviction or interference by Landlord if Tenant pays the Rent and other charges provided herein and otherwise fully and punctually performs and complies with the terms, conditions and provisions of this Lease.

**SECTION 31 - SIGNS.** No signage shall be provided to Tenant.



**SECTION 32 - SCOPE AND INTERPRETATION OF AGREEMENT.** The Lease and all Exhibits attached hereto set forth all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, conditions, or understandings either oral or written between them other than herein set forth. Upon execution of the Lease, any and all proposals and/or letters of intent shall be superseded by the Lease. Except as otherwise provided, no subsequent alteration, change or addition to the Lease shall be binding upon the Landlord or Tenant unless reduced to writing and signed by both parties. The law of the State of Florida shall govern the validity, interpretation, performance and enforcement of the Lease. The Lease shall not be more strictly enforced against either party regardless of who was more responsible for its preparation. Except at Landlord's option, no part of this Lease may be recorded in any public records of any municipality or county records.

**SECTION 33 - INVALID PROVISIONS.** If any provision of the Lease shall be determined to be void by any court of competent jurisdiction or any law enacted subsequent to the date hereof, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect.

**SECTION 34 – CAPTIONS.** Any headings preceding the text of the provisions and sub-paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of the Lease, nor shall they affect its meaning, construction, or effect.

**SECTION 35 - SUCCESSORS AND ASSIGNS.** All rights, obligations and liabilities given to, or imposed upon, the parties, including without limitation rights of successors and assignees, shall be governed by the Court. Nothing contained in the Lease shall in any manner restrict Landlord's right to assign or encumber the Lease, or to modify the Property Manager listed herein, and in the event Landlord sells its interest in the Property and the purchaser assumed Landlord's obligations and covenants, Landlord (and Property Manager, if applicable) shall thereupon be relieved of all obligations hereunder.

**SECTION 36 – NOTICES.** Wherever in the Lease it shall be required or permitted that notice or demand be given or served by either party to or on the other, such notice or demand shall not be deemed to have been duly given or served unless in writing and (i) personally delivered, (ii) sent by registered or certified mail postage prepaid or equivalent of such, or (iii) sent by a nationally recognized overnight courier such as UPS or FedEx, in each case to the notice addresses set forth in Section 1 of this Lease. Such notice addresses may be changed from time to time by either party by serving notice, as above provided. If service of any notice is effected by registered or certified mail, delivery shall be deemed to have occurred two (2) business days after mailing, and by personally delivered or by a nationally recognized overnight courier, on the date of delivery. Rejection or failure to claim delivery of any such notices, requests, consents and other communications hereunder, or any refusal to accept any such notices, requests, consents and other communications hereunder, or the inability to deliver any such notices, requests, consents and other communications hereunder because of changed address of which no notice was given, shall be deemed to be receipt of the notice, request, consent and other communication hereunder, sent as of the date of attempted delivery.

**SECTION 37 – REAL ESTATE BROKER(S).** Landlord and Tenant warrant and represent to each other that, except for the Real Estate Broker(s) described in Section 1, no broker was involved on its behalf in negotiating or consummating this Lease, and each party agrees to indemnify, and hold the other harmless from and against any and all claims for brokerage commissions, arising out of any communications or negotiations conducted by such party with any broker, regarding the Premises, or any other premises in the Property, and/or the consummation of this Lease. Landlord shall be responsible for any compensation payable to the Real Estate Broker(s) pursuant to a separate agreement between Landlord and the Real Estate Broker(s).

**SECTION 38 – RULES AND REGULATIONS.** Tenant covenants and agrees to obey the Rules and Regulations as set forth and made a part hereof as Exhibit B. Any failure by Tenant to obey the Rules and Regulations shall be considered a Default under the Lease.

**SECTION 39 – CONFIDENTIALITY.** Tenant hereby agrees to keep all of the terms and conditions of this Lease, as well as any other communications or subsequent agreements, whether or not they are in writing, confidential and shall not share any of the terms or conditions of this Lease with anyone. The agreements of Tenant set forth in this Section 39 shall survive the termination or expiration of this Lease.

#### **SECTION 40 – TELECOMMUNICATIONS**

**40.1** Tenant acknowledges and agrees that all telephone, telecommunications, computer networking and other related services desired by Tenant shall be ordered and utilized at the sole expense of Tenant. Except as may be specified elsewhere in this Lease, unless Landlord otherwise requests or consents in writing, all of Tenant's telecommunications equipment shall be and remain solely in the Premises and, in accordance with rules and regulations adopted by Landlord from time to time, the telephone closets on the floors on which the Premises is located. Landlord shall have no responsibility for the maintenance of Tenant's telecommunications equipment, including wiring, nor for any wiring or other infrastructure to which Tenant's telecommunications equipment may be connected. Tenant agrees that to the extent any such service is interrupted, curtailed or discontinued, Landlord shall have no obligation or liability with respect thereto and it shall be the sole obligation of Tenant at its expense to obtain substitute service.

**40.2** Any and all telecommunications equipment installed in the Premises or elsewhere in the Building by or on behalf of Tenant, including wiring, or other facilities for telecommunications transmittal, shall be removed prior to the expiration or earlier termination of the Term, by Tenant at its sole cost, or at Landlord's election, by Landlord at Tenant's sole cost, with the cost thereof to be paid as Additional Rent. Landlord shall have the right, however, upon written notice to Tenant given no later than thirty (30) days prior to the expiration or earlier termination of the Term, to require Tenant to abandon and leave in place, without additional payment to Tenant or credit against Rent, any and all telecommunications wiring and related infrastructure, or selected components thereof, whether located in the Premises or elsewhere in the Building.

**40.3** Except as may be specified elsewhere in this Lease, Tenant shall not utilize any wireless communications equipment (other than usual and customary cellular telephones and wireless internet), including antenna and satellite receiver dishes, within the Premises or the Building, without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

**40.4** In the event telecommunications equipment, wiring and facilities installed by or at the request of Tenant within the Tenant's Premises, or elsewhere within or on the Building causes interference to equipment used by another party, Tenant shall assume all liability related to such interference. Tenant shall use commercially reasonable efforts, and shall cooperate with Landlord and other parties, to promptly eliminate such interference. In the event that Tenant is unable to do so, Tenant will substitute alternative equipment which remedies the situation. If such interference persists, Tenant shall discontinue the use of such equipment, and, at Landlord's discretion, remove such equipment according to the foregoing specifications.

**SECTION 41 – WAIVER OF TRIAL BY JURY.** To the extent permitted by Law, Landlord and Tenant hereby mutually waive any right to trial by jury in any action, proceeding or counterclaim brought by either party on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, the Premises, and/or the Property.

**SECTION 42 – RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

**SECTION 43 – EXHIBITS.** The attached Exhibits, if any, have been made a part of this Lease as of the Effective Date before the parties' execution hereof: Exhibit A and Exhibit B.

*Signatures on following page*

This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument. Tenant expressly agrees that if the signature of Landlord and/or Tenant on this Lease is not an original, but is a digital, mechanical, or scanned reproduction (such as, but not limited to, a photocopy, fax, or email), then such signature shall be as enforceable, valid, and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory. The parties hereto further agree to be bound by all terms and provisions of this Lease as of the Effective Date, including, without limitation, all exhibits and amendments, which are made a part hereof.

Landlord Witnesses:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Landlord:  
MCM 301 Yamato LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Print Name: Mukang Cho

Print Title: Authorized Signatory

Tenant Witnesses:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Tenant:  
National Senior Insurance, Inc.,  
a Florida corporation

By: \_\_\_\_\_

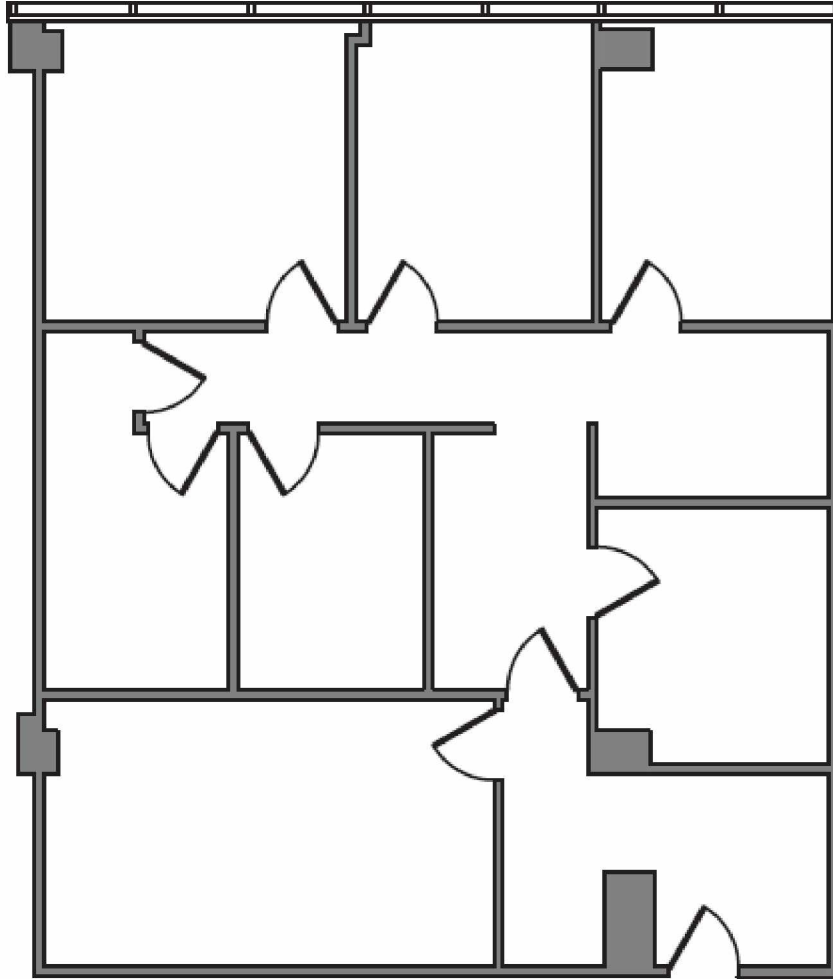
Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**EXHIBIT A**

**FLOOR PLAN**

This floor plan is diagrammatic only, is intended only to be a general description of the Premises as of the date of this Lease, and is not intended to show the exact dimensions or configuration of the Premises.



## **EXHIBIT B**

### **RULES AND REGULATIONS**

Tenant covenants and agrees with Landlord to obey the following Rules and Regulations (hereinafter, the "Rules"):

- 1. Deliveries.** Fixtures, furniture, inventory and all other deliveries may be brought into the Property only at times, in the location and manner designated by Landlord, in compliance with all Laws, at Tenant's sole risk.
- 2. Signs and Display Windows.** Tenant shall not place, erect or maintain or permit to be placed, erected or maintained any sign or other thing of any kind outside the Premises (including without limitation, exterior walls and roof, or the Property signage), or on the interior or exterior surfaces of glass panes or doors, except such signage permitted pursuant to Section 31 of this Lease. Tenant's Signage shall comply with the sign criteria adopted from time to time by Landlord and shall comply with other requirements relating to Tenant's Signage (collectively, the "**Sign Criteria**") which Landlord may impose with respect thereto. Tenant acknowledges and agrees that all aspects of Tenant's Signage are subject to Landlord's advance written approval. All Tenant's signs shall be professionally designed, prepared and installed, in good taste and first class in all respects so as not to detract from the appearance of the Premises as a first class business or the Property and shall comply with the Sign Criteria adopted by Landlord from time to time. Blinds, shades, drapes, window tint or other such items shall not be placed in or about the windows in the Premises except to the extent, if any, that the character, shape, design, color, material and make thereof is first approved by Landlord in writing. Any approval by Landlord pursuant to this Rule 2 may be granted or withheld by Landlord in its sole and absolute discretion.
- 3. Plumbing Equipment.** The toilet rooms, urinals, wash bowls, sinks (including mop sinks, if applicable), drains and sewers and other plumbing fixtures, equipment and lines, whether in the Premises or common areas, shall not be misused or used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein.
- 4. Roof, Awnings and Projections.** Tenant shall not install any antennae, satellite dish or any other device on the roof, exterior walls or common areas of the Property without Landlord's prior written approval, which approval Landlord may grant or withhold in its sole discretion.
- 5. Overloading Floors.** Tenant shall not place or allow a load on any floor in the Property which exceeds the floor load per square foot which such floor was designed and is permitted to carry including any public corridors or elevators therein, and Landlord may direct and control the location of safes, vaults and all other heavy articles and require supplementary supports of such material and dimensions as Landlord may, in its sole discretion deem necessary to properly distribute the weight at Tenant's expense (including expenses for structural review and engineering).
- 6. Locks and Keys.** Landlord will provide Tenant with one (1) key to the Premises and one (1) access card (if applicable). Any additional keys and/or access cards shall be at Landlord's current rate at the time of such request. Upon termination of the Lease or Tenant's right to possession, Tenant shall: (a) return to Landlord all keys or access cards, and in the event of loss of any such items shall pay Landlord therefor, and (b) advise Landlord as to the combination of any vaults or locks that Landlord permits to remain in the Premises.
- 7. Unattended Premises.** Before leaving the Premises unattended, Tenant shall close and securely lock all doors or other means of entry to the Premises and shut off all lights, water faucets and other controllable utilities in the Premises (except heat to the extent necessary to prevent the freezing or bursting of pipes). This provision shall not imply that Tenant may leave the Premises unattended in violation of the operating requirements set forth elsewhere in this Lease.
- 8. Energy Conservation.** Tenant shall not waste electricity, water, heat or air conditioning, or other utilities or services, and agrees to cooperate fully with Landlord and comply with any Laws to assure the most effective and energy efficient operation of the Property.
- 9. Labor Relations.** Tenant shall not, at any time prior to or during the Term, directly or indirectly employ, or permit the employment of, any contractor, mechanic or laborer in or with respect to the Premises, whether in connection with any work or otherwise, if in Landlord's sole judgment, such employment will (or is likely to) interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation thereof by Landlord, Tenant or others. In the event of any such interference or conflict, Tenant, upon demand of Landlord, shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Property immediately. If Tenant fails to cease such interference or conflict, Landlord, in addition to any other rights available under this Lease and pursuant to Law, shall have the right to seek an injunction with or without notice in accordance with applicable Laws. Tenant shall be required to submit a valid certificate of insurance for any vendors/contractors employed by tenant, scope of work should also be submitted to Landlord for approval to ensure they are in compliance with the Laws and the Rules.
- 10. Landlord's Tradename and Trademarks.** No symbol, design, name, mark or insignia adopted by Landlord for the Property or picture or likeness of the Property shall be used by Tenant without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion.
- 11. Parking.** In addition to Landlord's rights relating to parking of Tenant's and its employee's vehicles set forth in the Lease, no parking shall be permitted overnight, except with Landlord's prior written consent which shall not be unreasonably withheld, conditioned or delayed. Landlord does not provide safekeeping, nor shall it be deemed an insurer for any vehicles or their contents that are parked at any time on the Property. Landlord shall not be responsible for fire, theft, damage or losses of any kind to any vehicle.
- 12. Prohibited Activities.** Tenant shall not: (i) operate any loudspeaker, television set, phonograph, radio or other musical or sound producing instrument or device which is audible outside the Premises, (ii) operate any electrical or other device which interferes with or impairs radio, television, microwave or other broadcasting or reception from or in the Property or elsewhere, (iii) bring or permit any bicycle, moped, scooter or other vehicle, or dog or other animal, fish or bird in the Property, (iv) make or permit objectionable noise, vibration or odor to emanate from the Premises or any equipment serving the same, (v) do or permit anything in or about the Property that is unlawful, immoral, obscene or pornographic, or any sort of massage parlor or which, in Landlord's sole judgment, is likely to create or maintain a nuisance, or do or permit anything in or about the Property that is likely to injure the reputation of the Property, (vi) use or permit upon the Premises or Property anything that violates the certificates of occupancy issued for the Premises or the Property, and Tenant shall comply with all requirements of Landlord's insurance carriers, the American Insurance Association, and any board of fire underwriters, (vii) use the Premises for any purpose, or permit upon the Premises or Property anything, that may be dangerous to parties or property (including but not limited to flammable oils, fluids, paints, chemicals, firearms or any explosive articles or materials), (viii) do or permit anything to be done upon the Premises or Property in any way tending to disturb, bother or annoy any other tenant or occupant of the Property or the tenants or occupants of any neighboring property or Landlord, and (ix) clean or require, permit, suffer or allow any window in the Premises to be cleaned from the outside in violation of any other applicable Law or of any other board or body having or asserting jurisdiction. Accordingly, as a fair and reasonable estimate and liquidation of Landlord's damages and not a penalty, if Tenant, or any party connected to Tenant, shall engage in any of the foregoing prohibited activities under this Section 16 during any portion of any day of the Term, the Rent shall become an amount equal to two hundred percent

(200%) of the per diem Rent then payable for the Premises hereunder for the remainder of the Term until such prohibited activity has ceased. Acceptance by Landlord of such liquidated damages shall not be deemed permission for Tenant to continue such prohibited activity, and shall not preclude Landlord from seeking any other remedy for such prohibited activity. In addition to the foregoing, and notwithstanding anything to the contrary contained in the Lease, in the event Tenant, or any party connected to Tenant, shall engage in any of the foregoing prohibited activities, Landlord shall be entitled to declare a non-curable Default against Tenant and terminate the Lease with five (5) days' notice, and Tenant shall vacate the Premises immediately following such notice period. In the event of such non-curable Default, Tenant shall pay to Landlord any and all amounts due to Landlord pursuant to a Default in Section 23 of this Lease.

**13. Responsibility for Compliance.** Tenant shall be responsible for ensuring compliance with the Rules by Tenant's employees and as applicable, by Tenant's agents, invitees, contractors, subcontractors and suppliers.

**14. Rules.** Landlord reserves the right to rescind, alter, waive or add, as to one or more or all tenants, any rule or regulation at any time prescribed for the Property when, in the reasonable judgment of Landlord, Landlord deems it necessary or desirable for the reputation, safety, character security, care, appearance or interests of the Property or any portion thereof, or the preservation of good order therein or the operation or maintenance of the Property or any portion thereof, or the equipment thereof, or the comfort of the tenants or others therein. No rescission, alteration, waiver or addition of any rule or regulation in respect of one tenant shall operate as a rescission, alteration or waiver in respect of any other tenant.

# **EXHIBIT “B”**

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA  
CIVIL DIVISION**

STATE OF FLORIDA  
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

v.

CASE NO.: 50-2021-CA-008718-XXXX-MB

NATIONAL SENIOR INSURANCE, INC.  
D/B/A SEEMAN HOLTZ,  
MARSHAL SEEMAN,  
CENTURION INSURANCE SERVICES GROUP, LLC,  
BRIAN J. SCHWARTZ,  
EMERALD ASSETS 2018, LLC,  
INTEGRITY ASSETS 2016, LLC,  
INTEGRITY ASSETS, LLC,  
PARA LONGEVITY 2014-5, LLC,  
PARA LONGEVITY 2015-3, LLC,  
PARA LONGEVITY 2015-5, LLC,  
PARA LONGEVITY 2016-3, LLC,  
PARA LONGEVITY 2016-5, LLC,  
PARA LONGEVITY 2018-3, LLC,  
PARA LONGEVITY 2018-5, LLC,  
PARA LONGEVITY 2019-3, LLC,  
PARA LONGEVITY 2019-5, LLC,  
PARA LONGEVITY 2019-6, LLC,  
PARA LONGEVITY VI, LLC,  
SH GLOBAL, LLC N/K/A PARA LONGEVITY V, LLC,  
ALTRAI GLOBAL, LLC A/K/A ALTRAI HOLDINGS, LLC,  
VALENTINO GLOBAL HOLDINGS, LLC,  
AMERITONIAN ENTERPRISES, LLC,  
SEEMAN-HOLTZ CONSULTING CORP.,  
CENTURION ISG Holdings, LLC,  
CENTURION ISG Holdings II, LLC,  
CENTURION ISG (Europe) Limited,  
CENTURION ISG SERVICES, LLC,  
CENTURION ISG FINANCE GROUP, LLC,  
CENTURION FUNDING SPV I LLC,  
CENTURION FUNDING SPV II LLC,  
GRACE HOLDINGS FINANCIAL, LLC,  
PRIME SHORT TERM CREDIT INC.,

Defendants.



THE ESTATE OF ERIC CHARLES HOLTZ,  
SEEMAN HOLTZ PROPERTY AND CASUALTY, LLC  
F/K/A SEEMAN HOLTZ PROPERTY AND CASUALTY, INC.,  
SHPC HOLDINGS I, LLC,

Relief Defendants.

---

**AGREED ORDER GRANTING CORPORATE MONITOR, DANIEL J. STERMER'S  
UNOPPOSED MOTION FOR AUTHORITY TO ENTER INTO OFFICE LEASE  
AGREEMENT WITH MCM 301 YAMATO LLC**

**THIS CAUSE** came before the Court upon the *Corporate Monitor, Daniel J. Stermer's Unopposed Motion for Authority to Enter into Office Lease Agreement with MCM 301 Yamato LLC* (the "Motion") filed by the Court-appointed Corporate Monitor Daniel J. Stermer ("Corporate Monitor"). The Motion seeks authority for the Corporate Monitor to enter into the Office Lease Agreement between National Senior Insurance, Inc ("NSI") and MCM 301 Yamato LLC ("MCM" or "Landlord") for the premises located at 301 Yamato Road, Suite 2180, Boca Raton, Florida, commonly known as FNBCC Plaza @ Boca Raton ("Corporate Office"). The Court, having considered the Motion and the Agreement<sup>1</sup> attached thereto as Exhibit "A", and having reviewed the Court file, and being otherwise fully advised in the premises, it is hereupon,

**ORDERED AND ADJUDGED that:**

1. The Motion is hereby **GRANTED**.
2. The Corporate Monitor is authorized to enter into the Office Lease Agreement in substantially the same form as attached to the Motion as Exhibit "A".

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed in the Motion.

3. The Corporate Monitor shall vacate the Prior Corporate Office located at 301 Yamato Road, Suite 2222, Boca Raton, Florida 33431 on or before November 30, 2021.

4. This Order in no way releases or excuses NSI from any of its lease obligations to Landlord relating to the Prior Corporate Office and all rights and defenses of NSI are preserved.

**DONE AND ORDERED** in Chambers at West Palm Beach, Florida this \_\_\_\_ day of November \_\_\_\_ 2021.

---

BRADLEY HARPER  
CIRCUIT COURT JUDGE

Copies to: Counsel of Record and Corporate Monitor

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