

## SUBLEASE AGREEMENT

This Sublease Agreement (the "Sublease") is made effective as of November \_\_\_\_\_, 2024, by and between RTT-BENNY'S ON THE BEACH, INC., a Florida corporation ("Tenant"), and SUSHI BY BOU GLOBAL LLC, a New York limited liability company ("Subtenant").

WHEREAS, on March 19, 2012, the City of Lake Worth Beach, a Florida municipal corporation ("Landlord") and the original tenant, Shore Restaurants of Lake Worth, LLC ("Shore Restaurants") entered into a retail lease for Units #7 and #8 at the Lake Worth Beach Municipal Casino Building ("Lease") located at 10 Ocean Blvd., Lake Worth Beach, Florida ("Leased Premises"); and

WHEREAS, on January 21, 2016, Landlord and Shore Restaurants entered into that certain First Amendment to Lease allowing the assignment of the Lease to Mulligan's Lake Worth Acquisitions, LLC ("Mulligans"); and

WHEREAS, On July 14, 2020, Landlord and Mulligan's entered into that certain Second Amendment to Lease allowing the assignment of the Lease to NuStart, Ltd., DBA Viva la Playa ("NuStart"); and

WHEREAS, on October 17, 2023 Landlord and NuStart entered into that certain Third Amendment to Lease allowing the assignment of the Lease to RTT-Benny's on the Beach, Inc. ("Tenant");

WHEREAS, Tenant wishes to sublease a small portion of the Premises to Subtenant and the Subtenant desires to sublet a portion of the Leased Premises from the Tenant.

NOW THEREFORE, the parties agree as follows:

**PREMISES.** Tenant, in consideration of the sublease payments, sublets to Subtenant a portion of the Demised Premises comprised of approximately 400 square feet as indicated on the attached Exhibit "A" for the sale of food, including, but not limited to, sushi and beverages (alcoholic and non-alcoholic) and take-out and delivery food service and for no other purpose. The signage for Subtenant may be visibly displayed on the outside entrance door of the Demised Premises.

**TERM AND POSSESSION.** The term of this Sublease will begin on December \_\_\_\_, 2024 and unless terminated sooner pursuant to the terms of this Sublease, will terminate on December \_\_\_\_, 2029 (the "Term"). Subtenant shall be entitled to possession on the first day of the Term of this Sublease, and shall yield possession on the last day of the Term of this Sublease, unless otherwise agreed by both parties in writing. The Term may be automatically extended for an additional five (5) year term.

**ASSIGNMENT AND SUBLETTING.** No assignment or subletting of the Leased Premises or any part thereof shall be made by the Subtenant without Tenant's and Landlord's prior written consent.

**SUBLEASE EXPENSES.** Subtenant shall pay for garbage disposal, pest control, utilities, maintenance of the fixtures of Subtenant and Tenant (including HVAC) and real estate taxes.

**NOTICES.** All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given (i) if personally delivered, when so delivered, (ii) if mailed by certified mail, return receipt requested, postage prepaid and addressed to the intended recipient, five (5) days after being so mailed, or (iii) if sent by a nationally recognized overnight delivery service which guarantees next day delivery, one (1) day after being received, to each party at its address as first set forth above and:

If to Tenant:

RTT-BENNY'S ON THE BEACH, INC.  
10 S. Ocean Blvd.  
Lake Worth Beach, Florida 33460  
Attention: Lee M. Lipton

with copy to:

Koeppel Law Group, P.A.  
1515 North Flagler Drive, Suite 220  
West Palm Beach, Florida 334301  
Attention: Joel P. Koeppel

If to Subtenant

SUSHI BY BOU GLOBAL LLC  
1115 Broadway, Suite 1143  
New York, New York 10010  
Attention: Erika London

with copy to:

Law Office of Elana F. Sinensky, PLL  
164 West 25<sup>th</sup> Street, Suite 6F  
New York, New York 10001

If to Landlord

City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, Florida 33460

With a copy to:

Glen J. Torcivia, Esquire  
Torcivia, Donlon, Goddeau & Rubin, P.A.  
701 Northpoint Parkway, Suite 209  
West Palm Beach, FL 33407

Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties notice in the manner herein set forth.

**GOVERNING LAW.** This Sublease shall be construed in accordance with the laws of the State of Florida.

**INCORPORATION OF PRIME LEASE.** This Sublease is subject to all of the terms of the Prime Lease with the same force and effect as if each provision of the Prime Lease were included in this Sublease, except as otherwise provided in this Sublease. All of the obligations of Tenant under the Prime Lease shall be binding upon Subtenant. All of the obligations of Landlord under the Prime Lease shall inure to the benefit of Subtenant. It is the intent of the parties that, except as otherwise provided in this Sublease, the relationship between Tenant and Subtenant shall be governed by the various provisions of the Prime Lease as if those provisions were included in this Sublease in full, except that the terms "Landlord," "Tenant" and "Lease" as used in the Prime Lease, shall instead refer to, respectively, "Tenant," "Subtenant" and "Sublease."

**UTILITIES.** All utilities and services beyond those supplied by the Landlord shall be the responsibility of the Tenant.

**SECURITY DEPOSIT:** Subtenant has deposited with Tenant the sum of \$\_\_\_\_\_ as security for the performance by Subtenant of the terms of this Sublease. Tenant may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any monies due Tenant, whether sums as to which Subtenant is in default or which Tenant may expend or be required to expend by reason of Subtenant's default in the performance or observance of any of the other covenants and conditions of this Sublease. Subtenant, within five (5) days after written demand by Tenant, shall replenish the security deposit or any portion thereof so used or applied by Tenant, and Subtenant's failure to make such restoration in a timely manner shall constitute a material breach of this Sublease. The security deposit shall be returned to Subtenant after the expiration of this Sublease and delivery of possession of the Premises to Tenant, provided Subtenant shall have complied with all of the terms hereof. Subtenant shall not be entitled to any interest on the security deposit and Tenant is not required to segregate the security deposit in any way.

**LIABILITY.** Subtenant and Tenant are responsible for all personal injury and any and all property damage resulting from negligence or lack of care of that party and the officers, employees, agents and guests thereof of the Demised Premises during the Term of the Sublease.

**INSURANCE REQUIREMENTS.** During the term of this Sublease, Subtenant shall procure and maintain policies of fire, extended risk and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures of Subtenant located on or at the Demised Premises. The liability insurance coverage shall be in amounts not less than \$1,000,000.00 per person and \$1,000,000.00 per incident or occurrence for personal injury, death and property damage on the Demised Premises. Such policies of insurance shall name Subtenant, Tenant and Landlord as additional insureds.

**MAINTENANCE OF IMPROVEMENTS.** Subtenant shall maintain the Demised Premises and any improvements located thereon or therein in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all improvements and meeting all building and safety codes. Subtenant shall obtain and maintain all licenses and permits necessary for the proper operation of its business on the Demised Premises and comply with all applicable regulations, permits, ordinances, rules and laws of the County of Palm Beach, the City of Lake Worth Beach and the State of Florida or any political subdivision or agency thereof.

TENANT  
RTT-BENNY'S ON THE BEACH, INC.  
a Florida corporation

By: \_\_\_\_\_  
Printed Name: Lee M. Lipton  
Title: President

SUBTENANT  
SUSHI BY BOU GLOBAL LLC  
a New York limited liability company

By: \_\_\_\_\_  
Printed Name: Erika London  
Title: CEO