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IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.

FIVE STAR MARKETING AND PROMOTIONS, INC., a Florida corporation,

Plaintiff,

v.

JIMMY BUTLER,

Defendants.

COMPLAINT

Plaintiff, FIVE STAR MARKETING AND PROMOTIONS, INC., by and through its undersigned counsel, hereby sues Defendant, JIMMY BUTLER, stating as follows:

PARTIES AND JURISDICTION

1. Plaintiff, FIVE STAR MARKETING AND PROMOTIONS, INC. ("Five Star"), is a Florida corporation, with its principal place of business in Miami-Dade County, Florida.

2. Defendant, JIMMY BUTLER ("Butler"), is an individual who resides in Miami-Dade County, Florida.

3. This is an action in excess of $50,000.00, exclusive of pre-judgment interest, reasonable attorney's fees and costs within the subject matter jurisdiction of this Court.

4. The venue of this action is proper in Miami-Dade County, Florida because, among other reasons, the causes of action asserted herein occurred in Miami-Dade County and the subject property is in Miami-Dade County.

5. All conditions precedent to bringing this action have occurred, been satisfied or been waived.

BACKGROUND ALLEGATIONS

A. *Failure to Pay Rent*

6. On August 10, 2022, Five Star and Butler executed a lease agreement (the "Lease Agreement") for a property located at 520 Lakeview Court, Miami Beach, Florida (the "Property"). A true and correct copy of the Lease Agreement is attached hereto as Exhibit 1.

7. The term of the Lease Agreement expired on August 10, 2024.

8. After August 10, 2024, Butler continued to reside in the Property as a holdover tenant.

9. Under Article II(F) of the Lease Agreement, "after the expiration of this lease without the written permission of the Landlord, the amount of rent due during such hold over period shall be double the rent specified under Article I."

10. Under the Lease Agreement, therefore, the rent due on August 11, 2024 was $130,000.00.

11. Butler did not make the payment.

12. The following month's rent of $130,000.00 was due on September 11, 2024.

13. Butler, again, did not make any payment.

B. *Disrepair of the Property*

14. In addition to his failure to pay rent, Butler caused the Property to fall into complete disrepair due to misuse, neglect and waste.

15. Under Article IV(E) of the Lease Agreement, "[a]ny maintenance or repair occasioned by the Tenant's misuse, neglect or waste or that of the tenant's visitors, employees, family, or agent shall be the sole responsibility of the Tenant."

16. Over the course of several months, Five Star attempted to access the Property to maintain the HVAC system of the Property.

17. However, Butler's Chief of Staff prevented Five Star from accessing the Property to perform the necessary maintenance.

18. Butler also changed the locks to the Property and did not provide Five Star with a key, preventing Five Star from being able to perform the necessary maintenance to the Property.

19. This is a violation of Article IV(F) of the Lease Agreement, which states that "Landlord [Five Star] shall have the unqualified right to enter the Premises at all times for the protection or preservation of the Premises."

20. Butler also insisted on engaging his own pool-cleaning people to maintain the pool on the Property.

21. However, the pool was not maintained and became overgrown with algae and other debris.

22. Due to the extreme condition / disrepair of the pool, the pool pumps also broke and required replacement.

23. The air conditioning unit was not maintained nor was the filter changed when needed. This caused the condensation lines to become blocked, which created a significant leak in the ceiling.

24. As a result of Butler's disrepair and misuse, the ceiling also had to be removed and replaced.

25. The leak from the air conditioning unit also caused the hardwood floors underneath to buckle and become damaged due to the water exposure.

26. As a result of Butler's disrepair and misuse, the hardwood floors also required a replacement.

27. The moisture from the air conditioning leak also caused an extensive amount of mold to grow throughout the Property. The Property, therefore, also required mold remediation.

28. The costs of repair caused by Butler's misuse, neglect, and waste was $127,282.00, which is calculated as follows:

Mold remediation	$	36,500.00
Drywall and Flooring	$	37,250.00
Flooring Material	$	8,650.00
Elevator Doors	$	28,500.00
Pool and pumps	$	3,700.00
HVAC	$	12,682.00
Total	**$**	**127,282.00**

29. Under Article IV(E) of the Lease Agreement, it is Butler's obligation (as tenant) to pay for that repair.

30. Shortly after Five Star delivered to Butler a demand letter based upon the above damages, Butler vacated the Property and refused to pay for the damages he caused.

COUNT I
(Breach of Contract)

31. Five Star re-alleges and incorporates as if fully set forth herein the allegations of paragraph 1–30.

32. At all material times, Five Star and Butler were parties to a binding agreement, the Lease Agreement.

33. Five Star fully performed all its obligations under the parties' agreement.

34. Butler, however, failed to pay the total amount of rent due and owing to Five Star after he continued to reside at the Property after August 10, 2024.

35. In total, Butler refused to pay $260,000.00 in holdover rent.

36. Butler additionally prohibited Five Star from accessing and maintaining the Property while he simultaneously failed to maintain the Property pursuant to the Lease Agreement, causing the Property to requires extensive repairs to be habitable.

37. In total, Butler caused 127,282.00 in damage to the Property.

38. Butler's failure to pay rent and failure to pay for the damages he caused to the Property constitute material breaches of the Lease Agreement.

39. As a direct and proximate result of Butler's material breaches, Five Star has suffered damages in the principal amount of $387,282.00.

40. Applying the $130,000.00 security deposit Butler paid pursuant to the Lease Agreement to mitigate Five Star's damages (as Five Star is entitled to do under the Lease Agreement), Butler caused Five Star to incur damages in the principal amount of $257,282.00.

For the reasons set forth above, Plaintiff, FIVE STAR MARKETING AND PROMOTIONS, INC., demands judgment against Defendant, JIMMY BUTLER, for damages in the amount of $257,282.00, plus prejudgment interest, reasonable attorney's fees and costs, and for such further relief as the Court deems just and appropriate under the circumstances.

Respectfully submitted,

/s/ Victor M. Velarde

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EXHIBIT 1

RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made, signed and executed on the date first appearing below, by and between the below specified Landlord and Tenant.

For and in consideration of these Premises, the rents reserved, and the agreements and covenants herein contained, the Landlord does hereby lease and demise unto the Tenant, and the Tenant does hereby hire and take from the Landlord, the Premises specified below upon the terms and conditions set forth herein.

ARTICLE I

GENERAL SPECIFICATIONS

Date: August 10, 2022		
Landlord's or Agent's Name		
Five Star Marketing and Promotions, Inc. a Florida corporation		
Address		Phone
16850 112 Collins Avenue, Suite 506 Sunny Isles Beach, FL 33160		
Tenant's Name		
Jimmy Butler		
Premises Address		Phone
520 Lakeview Court, Miami Beach , FL 33140		
together with all existing appliances, furnishings and equipment located on the Premises upon occupancy. Landlord shall have no obligation to provide additional furnishings during the Term of the Lease. Landlord and Tenant to agree upon and execute an inventory all furnishings prior to occupancy.		
Term		
commencing the 11th day of August, 2023 and ending on the 10thth day August, 2024		
Rent	Security Deposit	1st Rent/Advance Rent
$780,000.00 annually	**$130,000.00 (2 month's rent) due upon execution.**	**$390,000.00 due upon execution and in all event prior to occupancy / $390,000.00 due February 2nd, 2024**
Max of 4 Adults		

ARTICLE II

TERM OF LEASE

A. **Term**. The Tenant hereby takes and holds the Premises specified under Article I for the entire duration of the term also specified thereunder.

B. **Landlord's Right to Show Premises for Lease.** Tenant acknowledges and agrees that Landlord shall have the right upon reasonable notice of not less than forty-eight (48) hours, to exhibit the Premises to prospective tenants commencing thirty (30) days prior to the expiration of this Lease. Landlord agrees to show the Premises between 11:00 am and 5:00 pm on weekdays or at such other dates and times as agree to by the Parties. Provided, however, in the event Tenant notifies Landlord of Tenant's desire to renew the Lease, and Landlord and Tenant mutually and promptly agree to such renewal and the terms thereto; Landlord shall refrain from showing the Premises to prospective tenants.

C. **Landlord's Right to Show Premises for Sale.** Tenant acknowledges and agrees that Landlord shall have the right upon reasonable notice of not less than forty-eight (48) hours, to exhibit the Premises to prospective purchasers during the Term of this Lease. Landlord agrees to show the Premises between 11:00 am and 5:00 pm on weekdays or at such other dates and times as agreed to by the Parties. Tenant shall have a Right of First Refusal ("ROFR") on the same terms and conditions as any bona fide written and acceptable offer to purchase the Premise with an independent 3rd party prospective purchaser. Tenant shall have five (5) days following receipt of Landlord's written notice advising Tenant of the bona fide offer to purchase to notify Landlord of his intention to match the terms and conditions of the bona fide offer and to close the purchase of the Premises thereafter. In the event Tenant fails to enter into a binding contract for purchase and sale within said five (5) day period, Tenant's ROFR shall thereafter be void ab initio and Landlord shall have the right to proceed with the sale of the Premises to the bona fide 3rd party. Landlord shall notify Tenant the date that the purchase and sale agreement has been fully executed (the "Effective Date") and this Lease shall terminate automatically terminate ninety (90) days following said Effective Date (the "Early Termination Date"). Tenant shall vacate the Premises on or prior to the Early Termination Date and Landlord shall return the remaining unearned Rent calculated from the Early Termination Date until February 7th, 2024 or August 10th, 2024 as the case may be, within five (5) days of the Early Termination Date and Tenant vacating the Premises. Notwithstanding anything herein to the contrary, Tenant's ROFR rights herein shall not be in effect while an event of default on the part of Tenant, beyond any applicable notice, grace or cure period has occurred and is continuing.

D. **Tenant's Failure to Pay Rent.** In the event Tenant fails to make any installment of rent due hereunder, this lease shall be subject to the remedies set forth in Chapter 83 of the Florida Statutes.

E. **Commencement Date**. The lease term will commence on the date specified under Article I and Tenant has accepted the Premises following a pre-lease walk-through.

F. **Holding Over.** In the event Tenant holds over and continues in possession of the Premises or any part thereof after the expiration of this lease without the written permission of the Landlord, the amount of rent due during such hold over period shall be double the rent specified under Article I.

ARTICLE III

RENT AND OTHER CHARGES

A. **Rent.** Tenant shall pay, without demand, in advance to the Landlord in lawful money of the United States, time being of the essence through the term of this Lease, in the amount of **SEVEN HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS ($780,000.00)** annually, payable in two (2) equal installments in the amount of **THREE HUNDRED NINETY THOUSAND AND NO/100 DOLLARS ($390,000.00)** each, the first of which shall be paid upon execution of this Lease and the second of which shall be paid on February 2rd, 2024, all as specified as rent under Article I. Such payments shall be made by wire transfer in accordance with the wire instructions set forth on Exhibit "A", attached hereto, or at such place the Landlord may from time to time designate by written notice directed to Tenant at the Premises.

B. **Late Fee and Returned Check Charge.** If any rent payment is not received by the Landlord within five (5) days of its due date, Tenant agrees to pay a late payment fee of $2,500.00, which shall be considered additional rent. All late fees and other charges shall be collected in the same manner as rent. Tenant agrees that any check dishonored by the bank be redeemed in full, including all penalties, within twenty-four (24) hours of demand, by cashier's check, money order or certified check. Any dishonored check which is redeemed after the date rent is due under this lease shall be deemed a delinquent payment and such delinquent payment shall be subject to the late fee and penalties set forth herein by the Landlord in the collection of any dishonored check.

C. **Utilities.** Tenant shall be responsible for all cable, telephone charges, electric, water, gas and any other utility charge, deposits or services commencing on August 11, 2023, until the termination of this Lease.

D. **Security Deposit.** Tenant, deposit with Landlord upon execution the sum of **ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS ($130,000.00)**, which sum shall be retained in an interest bearing escrow account of the law firm of Fowler White Burnett, P.A. Trust Account, called the Fowler White Burnett, P.A. Trust Account on behalf of the Landlord as security for the faithful performance by Tenant of the terms, conditions, and covenants of this Agreement. Interest earned on this account shall be paid to Tenant, unless he defaults in his obligations under this Lease, in which event Landlord may apply such interest towards the default. It is agreed that Landlord, at Landlord's option and in Landlord's reasonable discretion, may at any time apply said sum or any part thereof toward the payment of the rents and any other sum payable by Tenant under this Agreement, and/or toward the performance of each and every of Tenant's covenants under this Agreement, but such covenants and Tenant's liability under this Agreement shall thereby be discharged only pro tanto; that Tenant shall remain liable for any amounts that such sum shall be insufficient to pay; that Landlord may exhaust any or all rights and remedies against Tenant before resorting to said sum, but nothing herein contained shall require or be deemed to require Landlord to do so; that, in the event this deposit shall not be utilized for any of such purposes, then such deposit shall be returned by Landlord to Tenant within fifteen (15) days after the Termination Date provided Landlord does not intend to impose a claim on the Security Deposit. If Landlord does intend to impose a claim on the Security Deposit, Landlord shall have thirty (30) days to give Tenant written notice by certified mail to Tenant's last known mailing address of the intention to impose a claim on the Security Deposit and the reason for imposing the claim. Landlord shall not be required to pay Tenant any interest on said security deposit. Promptly upon demand by Landlord, Tenant shall deposit with Landlord such additional sum as may be necessary to replace any amounts expended therefrom by Landlord pursuant to the provisions hereof, so that there shall always be a security deposit in the sum first set forth above.

ARTICLE IV

PREMISES

A. **Quiet Enjoyment.** Tenant, upon paying the rents and performing all of the terms on its part to be performed, shall peaceably and quietly enjoy the Premises subject, nevertheless, to the terms of this lease and to any mortgage, ground lease or agreements to which this lease is subordinated.

B. **Use of the Premises.** During the entire lease term the Premises must be used and occupied for the sole use as a private single family residence, and no part thereof shall be used at any time for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. The Premises shall not be occupied by more than two (2) adults, as specified under Article I. Tenant shall not keep any domestic or other animal except on or about the Premises without the Landlord's prior written consent, which may be conditioned upon the deposit of an additional pet security deposit. At all times during the term of this Lease, Tenant shall occupy the Premises in accordance with all applicable municipal, county and state codes and ordinances at all times.

C. **Non-Smoking Residence.** Tenant by execution hereof acknowledges that the Premises occupied hereunder is a Non-Smoking Residence. Tenant agrees, covenants and warrants that they will not, nor permit any occupant, resident, guest or invitee to smoke inside the residence. Because of the nature of the Premises, and its furnishings, this covenant is a material inducement to Landlord entering into this Agreement and Tenant acknowledges same. Any smoking on the Premises shall ***only*** take place outside of the Premises and not within the residence under any circumstances whatsoever.

D. **Acceptance.** Upon occupancy of the Premises, Tenant shall be deemed to have certified to the Landlord that the Premises have been delivered in good order, repair and is safe, clean and tenantable.

E. **Maintenance.** Tenant acknowledges that the Premises has had extensive remodeling by Landlord and as such there may be some initial repairs and/or adjustments to certain fixtures, appliances and systems. Attached hereto as Exhibit "B" is a punch list of items that Landlord has identified that require correction. Tenant agrees that Landlord and its contractors shall have access to the Premises in order to make the necessary corrections. It is Landlord's shall use diligently pursue and use best efforts to cause the repairs outlined in Exhibit "B" to be completed on or before 45 days from the Lease commencement date. The parties agree that access for the punch list items shall require reasonable minimum advance notice and Tenant shall reasonably cooperate with Landlord with to provide access as necessary to complete the repairs. Landlord shall, at Landlord's sole expense, maintain the Premises in good condition and repair during the term of this lease, except Tenant shall be responsible for all minor repairs, the expense of which on per item basis shall not exceed $500.00, replacement of the A/C filter on a monthly basis, and replacement of smoke detector batteries as necessary. Tenant shall notify Landlord via e-mail in the event that any repair or maintenance is required whereupon, Landlord shall promptly take such action as is necessary to correct the issue as quickly as possible; however, provided Landlord has taken steps to commence correcting the repair or maintenance issue, Landlord shall have a reasonable period of time not less than fifteen (15) days to complete any repairs or maintenance before Tenant shall take any action to attempt to terminate this Lease by reason of any claim of constructive eviction. Notwithstanding the foregoing, Landlord agrees to take immediate action in the event of an HVAC repair, and shall use diligent efforts to cause any HVAC repair to be completed as expeditiously as possible. Tenant at all times shall: comply with all applicable provisions of health codes; keep the Premises clean and sanitary; remove all garbage in a clean and sanitary manner; keep all plumbing fixtures in the dwelling Premises or used by the Tenant clean and sanitary and in repair; use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, not destroy, deface, damage, impair or remove any part of the Premises or property therein belonging to the Landlord nor permit any person to do so; conduct himself, and require any other persons on the Premises with his consent to conduct themselves, in a manner that does not unreasonably disturb his neighbors or constitute a breach of the peace; provide for periodic extermination of rodents, insects and other pests as needed; keep all common areas in a clean and safe condition; and maintain, all furniture, furnishings, appliances and fixtures included in this lease. Any maintenance or repair occasioned by the Tenant's misuse, neglect or waste or that of the tenant's visitors, employees, family, or agent shall be the sole responsibility of the Tenant. The Landlord shall have no obligation to make any improvements or alterations to the Premises, except that Landlord shall clean the Premises as necessary prior to occupancy by Tenant.

In addition to the foregoing Tenant maintenance obligations, Tenant acknowledges and agrees the Tenant's responsibility to maintain all landscaping on a weekly basis for the Premises and to maintain the Premises in a clean and sanitary conditions at all times by Landlord's housekeeper or maid/cleaning service not less than three (3) times per week, both at Tenant's sole costs and expense. In the event Tenant prefers to utilize any vendor or service other than Landlord's vendors, Tenant shall request utilization of such professionals in writing and include each individual or company's resume, qualifications and references for Landlord's consideration. Landlord shall determine in its sole and non-reviewable discretion whether such vendor is acceptable. In the event landlord provides consent to the utilization of any vendor other than Landlord's vendor's, Landlord reserves the right to later terminate such vendor in the event the quality or frequency of service is substandard or insufficient to maintain the Premise in the condition required by Landlord, which determination shall be made in Landlord's sole non-reviewable discretion.

F. **Access.** Landlord shall have the unqualified right to enter the Premises at all times for the protection or preservation of the Premises. Landlord shall also have the right to enter the Premises upon reasonable notice of not less than forty eight (48) hours, in order to inspect the Premises; make necessary or agreed repairs, decorations, alterations, or improvements, and supply agreed services; and for these purposes, the Landlord may enter the Premises without prior notice under any of the following circumstances: with the consent of the Tenant; in case of emergency; when the Tenant unreasonably withholds consent; or if the Tenant is absent from the Premises for a period of fifteen (15) or greater. The Landlord may place on the Premises signs indicating that the Premises are available for rent or sale, which Tenant shall permit to remain thereon.

G. **Improvements.** ***Tenant shall not make any alterations in or additions to the Premises whatsoever without the prior written consent of the Landlord, provided however, Landlord consents to the installation of Tenant's artwork, if any.*** All improvements, additions or fixtures (other than fixtures not permanently affixed to the realty) that may be made or installed on the Premises by either party (including floor coverings cemented or otherwise affixed to the floor) shall be the property of the Landlord. Landlord shall have at all times a valid lien for all rentals and other sums of money becoming due hereunder from the Tenant upon all goods, wares, equipment, fixtures, furniture and other personal property of Tenant situated on the Premises without liability for trespass or conversion. The lien hereby granted may be foreclosed in any other form provided by law; the statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto. Upon expiration of the term of this lease, Tenant agrees to promptly remove its personal property and removable fixtures, and upon Tenant's failure to do so, the said fixtures and property shall be deemed abandoned by Tenant and shall become the property of the Landlord. The Landlord shall not be liable for trespass, conversion or negligence by reason of its acts or acts of anyone claiming under it or by reason of the negligence of any person with respect to the acquisition and/or disposition of such property. Tenant agrees that it will repair any damage done to the Premises by the installation and/or removal of its fixtures and property, and upon failure of Tenant to do so promptly at the end of the term, Tenant agrees to pay Landlord any cost incurred by Landlord in making such repairs or effecting such removal.

H. **Liens.** Tenant agrees that it will make a prompt payment when due, of all costs and expenses incurred in carrying out its agreement herein and of all costs and expenses of any repairs which are the responsibility of Tenant hereunder. Tenant agrees to indemnify and save Landlord harmless from and against all liabilities incurred by Tenant including any mechanics, materialmen's, laborers' lien asserted or claimed against the Premises or any part thereof on account of work, labor or materials used in the Premises or in any improvement or change thereof made at the request of, or upon the order of, or to discharge the obligation of Tenant. Should any mechanic's or other lien be filed against the Premises or any part thereof for any reason whatsoever, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after the date of such filing. In no event shall anything contained in this paragraph or elsewhere in the lease be deemed to subject Landlord's interest in the Premises to the lien of any person doing work or furnishing materials at the instance and request of Tenant.

I. **Destruction.** If the Premises shall be partially damaged by any casualty, Landlord shall use best efforts to repair same within thirty (30) days from the date of the casualty and the rent shall be abated proportionately as to that portion of the Premises rendered untenantable. In the event that the repairs are not completed within said thirty (30) days period, Tenant may cancel this lease, except in the event that Landlord has commenced repair and is diligently pursuing completion and completion shall occur within forty five (45) days from the date of the casualty. For purposes of this clarification, any casualty that renders the kitchen, or main living area or master bedroom and bath unusable, shall be deemed to have rendered the entire Premises wholly untenantable. If the Premises by reason of such occurrence are rendered wholly untenantable, Landlord may elect to repair the damage or may cancel this lease. Should Landlord elect to terminate, Tenant's liability for rent up to the termination of this lease shall cease as of the day following the event or damage. In the event Landlord elects to repair the damage, any abatement of rent shall end upon notice by Landlord to Tenant that the Premises have been repaired. Provided however, if the repairs are not completed within forty five (45) days from the date of the casualty, then either party may terminate this Lease, unless otherwise mutually agreed by the parties. If any damage is caused by the negligence of Tenant or its guests, there shall be no abatement of rent.

J. **Condemnation.** If title to all of the Premises is taken for any public or quasi-public use by eminent domain or by private purchase in lieu thereof, this lease shall terminate at the option of either party on the date that title vests in the condemning authority; provided that Tenant shall not have the right to terminate this lease unless the taking is such as to render the Premises untenantable. If this lease is terminated under the provisions of this paragraph, rent shall be apportioned and adjusted as of the date of termination. Tenant shall have no claim against Landlord or against the condemning authority for the value of its leasehold estate or for the value of the unexpired term of the lease.

K. **Subordination.** This lease is subordinate to any mortgages, now or hereafter encumbering the Premises, and to all advances made upon the security thereof. This shall be self-operative and no further instrument of subordination shall be required by any mortgagee. However, the Tenant, upon request of any party in interest, shall execute promptly such instrument or certificates to carry out the intent hereof as shall be required by the Landlord.

L. **Assignment.** Tenant shall not assign, mortgage or encumber this lease nor sublet or suffer or permit the Premises or any part thereof to be used by others without the prior written consent of Landlord in each instance. If Tenant is a corporation, any transfer, sale or other disposition of the controlling stock of the Tenant shall be deemed an assignment of this lease. If this lease is assigned or if the Premises or any part thereof is sublet or occupied by anyone other than Tenant whether with or without the written consent of Landlord, Landlord may collect rent from the assignee, sub-tenant or occupant and apply the net amount collected to the rents herein reserved, but no assignment, subletting, occupancy or collection shall be deemed waiver of any covenants or be deemed an acceptance of the assignee, sub-tenant or occupant, or a release of Tenant from any liability hereunder. If the Landlord's written consent is given to an assignment or subletting, the Tenant and any guarantors shall nevertheless remain liable for the performance of all covenants and conditions hereof. If Landlord shall consent to an assignment of this lease, no further or additional assignments may be made without the prior written consent of the Landlord.

M. **Reserved.**

N. **Surrender.** Upon the expiration of the term hereof Tenant shall surrender the Premises to Landlord in as good order and condition as they were in at the commencement of the term (except for ordinary wear and tear and damage by fire or other casualties, or causes beyond the Tenant's control) together with all additions, alterations and improvements which may have been made in or to the Premises pursuant to this lease. Landlord may, at its option, require the Tenant to remove all such alterations and additions and to restore the Premises to the condition they were in when originally delivered to Tenant, save ordinary wear and tear. In the event Tenant continues to occupy the Premises after the expiration of the term, without being given or being entitled to an extended term, such occupancy shall be considered a tenancy at sufferance at a monthly rental equal to double the rent payment due for the last full month of the lease term. This provision shall not give Tenant any right to continue occupancy following the expiration of this lease except with the consent of Landlord. Tenant shall be liable to Landlord for all damages occasioned by such holding over, including claims by any succeeding occupancy of the Premises for such delay.

ARTICLE V

LIABILITY

A. **Indemnity.** Tenant hereby indemnifies Landlord and agrees to save Landlord harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon or at or from the Premises or the occupancy or use by Tenant of said Premises or any part thereof, or occasioned wholly or in part by any act or omission of tenant, its agents, contractors, servants, invitees or licensees, including any sidewalks, except to the extent that any of the foregoing is caused by the negligence or willful misconduct of Landlord. Tenant shall store its property in and shall occupy the Premises at its own risk, and releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage, except to the extent that any of the foregoing is caused by the negligence or willful misconduct of Landlord. Landlord shall not be responsible or liable at any time for any loss or damage to any personal property of Tenant. Landlord shall not be responsible or liable for damage to personal property caused by any malfunction of any of the equipment, machinery, utilities, appliances or apparatus therein nor shall it be responsible or liable for any injury, loss or damage to any person or to any property of Tenant or other person caused by or resulting from bursting, breakage or running or the overflow of water or sewerage in any part of said Premises or for any injury or damage caused by or resulting from acts of God or the elements, or for any injury or damage caused by or resulting from any defect or negligence in the occupancy or use of said Premises, building, machinery, apparatus or equipment by any person or by or from the acts or negligence of any occupant of the Premises. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or of defects therein or in any fixtures or equipment. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fee.

B. **Tenant Insurance.** Tenant shall obtain such Insurance policies as necessary to i) insure Tenant's personal property against loss, damage or theft, and ii) provide general liability coverage in such amounts as Tenant shall reasonable determine. Copies of all such policies shall be provided to Landlord prior to occupancy.

C. **Force Majeure.** Except for Tenant's obligation for the timely payment of Rent, Landlord and Tenant shall be excused for such reasonable periods not to exceed thirty (30) days of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond the parties' control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, governmental orders, pandemics or through acts of God.

D. **Dangerous Materials.** Tenant shall not keep on the Premises any item of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire or damage to the leased Premises or that might be considered hazardous or extra hazardous by Landlord's insurance company.

ARTICLE VI

PERFORMANCE

A. **Default.** The following events shall be deemed to be events of default by Tenant under this lease: If the Tenant fails to pay rent when due and remains due for three days after delivery of written demand by the Landlord; if the Tenant fails to comply with any provision of this lease other than a failure to pay rent, within seven days after delivery of written notice by the Landlord; if the Tenant abandons or vacates the Premises or fails to take possession.

B. **Remedies.** Upon the occurrence of any such events of default, Landlord shall have the option to pursue any one or more of the following remedies: (1) to specifically enforce any or all provisions of this lease, (2) to recover from Tenant all costs, expenses and damages incurred by Landlord resulting from or in any manner attributable to the failure of Tenant to perform any duty or obligation under this lease, (3) to terminate this lease and to recover possession of the Premises in any manner provided by law.

C. **No Waiver.** Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No action taken by or on behalf of the Landlord shall be construed to be acceptance of a surrender of this lease. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. In determining the amount of loss or damage which Landlord may suffer by reason of termination of this lease or the deficiency arising by reason of any reletting of the Premises by Landlord as above provided, allowance shall be made for the expense of repossession, any repairs or remodeling undertaken by Landlord following repossession. Tenant agrees to pay to Landlord all costs and expenses incurred by Landlord in the enforcement of this lease, including all reasonable fees of Landlord's attorneys where such attorneys are employed by Landlord to effect collection of any sums due hereunder or to enforce any right to remedy of Landlord. The failure of the Landlord to insist, in any one or more instances upon strict performance of any of the covenants or agreements in this lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant, agreement, or option, but the same shall continue and remain in full force and effect.

D. **Right to Cure.** If Tenant defaults under this lease, Landlord may, at its option, immediately or at any time thereafter, without waiving any claim for breach of agreement, and without notice to Tenant, cure such default for the account of Tenant. If the Landlord shall institute an action or summary proceeding against the Tenant based upon such default, or if the Landlord shall cure such default or defaults for the account of Tenant, then the Tenant will pay all costs and expenses incurred by Landlord in curing such default including reasonable attorney's fees, which sums, together with interest at the maximum legal rate shall be due and payable on demand, and shall be deemed to be additional rent. Landlord shall not be responsible to Tenant for any loss or damage resulting in any manner by reason of its undertaking any acts in accordance with the provisions of this lease.

E. **Time of Essence.** Time is of the essence of this lease and each and every provision hereof.

F. **Notices.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served by hand delivery or if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord:	Five Star Marketing and Promotions, Inc. 16850 112 Collins Avenue, Suite 506 Sunny Isles Beach, FL 33160 Telephone: E-mail: rwood@fowler-white.com

With a copy to:

Richard A. Wood, Esq.
Fowler White Burnett, P.A.
1395 Brickell Avenue 14th Floor
Miami, FL 33131
Telephone: (305) 789-9200
E-mail: rwood@fowler-white.com

If to Tenant:

Jimmy Butler
520 Lakeview Court
Miami Beach, FL 33140
Telephone:
E-mail in C/O: ken@5thavewest.com

With a copy to:

Mintz, Levin, Cohn, Ferris, Glovsky
and Popeo, P.C.
919 Third Avenue
New York, NY 10022
E-mail:smolenick@mintz.com

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party in the manner required hereby.

G. **Submission of Lease.** Submission of this lease for examination does not constitute an option for the Premises and becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant. If any provision contained in a rider is inconsistent with the printed provision of this lease, the provision contained in said rider shall supersede said printed provision.

H. **Recording.** Tenant shall not record this lease or a memorandum thereof without the written consent of Landlord.

I. **Partial Invalidity.** If any provision of this lease or application thereof to any person or circumstance to any extent be invalid, the remainder of this lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this lease shall be valid and enforced to the fullest extent permitted by law.

J. **Interpretation.** The covenants and agreements herein contained shall bind, and the benefits and advantages hereof shall inure to the respective heirs, legal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. This lease may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. The captions, numbers and index appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this lease. This agreement shall create the relationship of Landlord and Tenant between the parties hereto. No estate shall pass out of the Landlord. Tenant shall have only a usufruct, not subject to levy and sale, and not subject to assignment except in accordance with the provisions hereof. This lease shall be governed by, construed and enforced in accordance with the laws of the state in which the Premises is located. Should any of the printed provisions of this lease require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms of any such printed provision shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed most strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation of the printed provisions of this lease, and that all terms were negotiable.

K. **Entire Agreement.** Notwithstanding anything herein contained or contained in any other writings concerning the Premises by either of the parties hereto, the parties hereto agreeing hereby that all such other writings are hereby superseded and/or merged into this lease which shall be the entire agreement of the parties concerning said Premises, this lease shall not become binding as such upon Landlord unless all preliminary conditions required to be performed by Tenant are so performed and unless the requirements of the zoning ordinances and rules and regulations of all public authorities having jurisdiction are met. Tenant acknowledges that Landlord has not made any statement, promise or agreement or taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this lease, or that in any way modifies, varies, alters, enlarges or invalidates any of its provisions, and that no obligation of the Landlord shall be implied in addition to the obligations herein expressed.

L. **Commission Agreement.** Landlord will pay from the initial deposits as brokerage commission four percent (4.0%) of the total annual rent set forth in Article I hereof to Jordan Karp, LLC, a Florida limited liability company ("Karp"). In the event the Lease is renewed, Landlord shall pay Karp as brokerage commission four percent (4.0%) of the total annual rent of each renewal period. In the event of sale of the Premises from Landlord to Buyer during the term, or for a period of twelve (12) months following the termination of this Lease, Landlord shall pay a brokerage commission of three percent (3.0%) of the total sales price as set forth in the contract between Landlord and Tenant for said sales transaction to Karp.

M. **Counterparts.** This Agreement may be executed through the use of separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all the parties, notwithstanding that all parties are not signatories to the same counterpart. Each of the parties also agree that the delivery of an executed copy of this lease by facsimile, email or via another method of exchanging electronic signatures (e.g. DocuSign) shall be legal and binding and shall have the same full force and effect as if an original executed copy of this lease had been delivered, and neither party will have the right to object to the manner (i.e., electronic signatures, fax, or scanned images of signature pages) in which this lease was executed as a defense to the enforcement of this lease.

N. **Special Clauses.**

1. In the event of a Hurricane affecting the South Florida area, Landlord shall have no obligation or liability whatsoever for any damage to Tenant's person or property, or be obligated to provide or liable for the cost of alternative temporary housing in the event of damage.

2. Landlord shall have the Premises professionally cleaned prior to the Lease Commencement.

[INTENTIONALLY LEFT BLANK - SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF this lease has been duly executed by the parties hereto, under seal, as of the day and year first above.

WITNESSES:

____

Print name: _______________________

____

Print name: _______________________

TENANT:

DocuSigned by:

27D864A26B954F8...

____

Jimmy Butler

IN WITNESS WHEREOF this lease has been duly executed by the parties hereto, under seal, as of the day and year first above.

WITNESSES:

____

Print name: ______________________________

____

Print name: ______________________________

LANDLORD:

Five Star Marketing and Promotions, Inc. a Florida corporation

DocuSigned by:

By: ______________________________

0300DE0B4812405...

Gregory Philoctete, President

EXHIBIT "A"

Wire Transfer Instructions

→ D O M E S T I C ←

Trust Account

Wire Transfer to:	City National Bank of Florida 100 SE 2nd Street Miami, Florida 33131 ABA No. 066004367
For Credit to:	Fowler White Burnett P.A., **Trust Account** 1395 Brickell Avenue, 14th Floor, Miami, FL 33131 Account No. 1753864696
Fowler White File No./Attorney:	111745 – Five Star Marketing & Promotions Lease w/ Jimmy Butler

All wire transfers must include 'file number' for proper credit.

EXHIBIT "B"
520 Lakeview Drive Punchlist

DESCRIPTION
Install privacy gate & new motor in the front of the house
Repair window leak in guest house window
Install blinds & draperies in select rooms
Install new water heater
Install master bedroom TV decorative frame
Install additional low voltage landscape lighting
Install new toilet in the guest bathroom
Adjust master bath shower valve
Repair wood flooring in guest house
Repair single cracked stone tile in main house
Install additional privacy landscaping in back yard

4886-3226-6354, v. 5