

DECLARATION OF USE AGREEMENT

by

THE TOWN OF PALM BEACH

and

WORTH AVENUE HOSPITALITY GROUP LLC

_____, 2024

DECLARATION OF USE AGREEMENT

THIS DECLARATION OF USE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 202____ by and between the TOWN OF PALM BEACH, a Florida municipal corporation, 360 South County Road, Palm Beach, Florida 33480 (hereinafter called "Town") and WORTH AVENUE HOSPITALITY GROUP LLC (hereinafter called "Restaurant"), which terms "Town" and "Restaurant" will include and bind the successors and assigns of the parties, wherever the context so requires or admits.

WITNESSETH:

WHEREAS, the land described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Land" or "Restaurant Location") is located within the municipal limits of the Town; and

WHEREAS, the Restaurant Location falls within the Town's C-WA Worth Avenue Zoning District; and

WHEREAS, The Restaurant desires a Special Exception Use at the Restaurant Location; and

WHEREAS, the Town Council conditionally approved Application Number ZON-24-002 on _____, 2024 which granted the Restaurant Special Exception approval to allow a change of restaurant in the; and

WHEREAS, all of the representations made herein are true and accurate and the approval of the Special Exceptions are conditioned upon the representations made herein and all of the conditions herein imposed; and

WHEREAS, _____.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed as follows:

ARTICLE I RECITALS

The recitals set forth above are true and correct and are incorporated herein and made a part hereof.

ARTICLE II REPRESENTATION OF AUTHORITY

The WORTH AVENUE HOSPITALITY GROUP LLC Restaurant has full right to enter into this Agreement and to bind the Land and itself to the terms hereof. There are no covenants, restrictions or reservations of record that will prevent the use of the Land in accordance with the terms and conditions of this Agreement. No consent to execution, delivery and performance hereunder is required from any person, partner, limited partner, creditor, investor, judicial or administrative body, governmental authority, or other party other than any such consent which already has been unconditionally given or referenced herein. The execution of this Agreement or the consummation of the transactions contemplated herein will not violate any restriction, court order or agreement to which the Restaurant or Land are subject.

ARTICLE III [TYPE OF] USE

The Restaurant space use that is the subject of this Agreement shall be as set forth in the application submitted to the Town as ZON-24-002 and approved by the Town Council on _____, 2024 as the same may be amended from time to time (hereinafter referred to as the "Approval").

ARTICLE IV CONDITIONS

The approval shall be based upon the following conditions [Check those Conditions that are applicable and propose language and metrics to complete each Condition checked]:

[CONTINUED NONCONFORMING USE / ACCESSORY USES:]

- _____The project was approved for the continued operation of the WORTH AVENUE HOSPITALITY GROUP LLC restaurant with no accessory uses. The following licenses shall be required to be applied for, reviewed, and approved annually: License 00032145 for 213 seats restaurant.

[OCCUPANCY / MEMBERSHIP:]

- _____The maximum occupancy shall not exceed 197 people with tables and 220 people without tables except when there is an event as defined below in which case the maximum occupancy shall not exceed 220 people after. The WORTH AVENUE HOSPITALITY GROUP LLC Restaurant will return to Town Council after a period of _____ months of operation to review the aforementioned occupancy limits. Maximum occupancy shall include WORTH AVENUE HOSPITALITY GROUP LLC Restaurant employees. All guests and members must register at the front entrance on Worth Avenue upon entry and the occupancy registry will be made available for inspection by the Town upon request.

[HOURS:]

- _____The WORTH AVENUE HOSPITALITY GROUP LLC Restaurant shall be located at 221 Worth Avenue. The hours of operation will be 11:30 a.m. to 11:00 p.m. Sunday through Wednesday [and 11:30 a.m. through 1:00 a.m. Thursday through Saturday]. All guests will be required to exit the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant by closing time.
- _____The WORTH AVENUE HOSPITALITY GROUP LLC Restaurant shall be allowed to remain open until 2:00 a.m. on New Year's Eve. The WORTH AVENUE HOSPITALITY GROUP LLC Restaurant will be required to hire two (2) off duty police officers on New Year's Eve, unless an alternative arrangement is recommended by the Town police. A minimum of four (4) valets shall be required for events and on New Year's Eve. Maximum occupancy for New Year's Eve shall be 220 persons.
- _____The dining room is approved for 213 seats in the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant. The dining room may serve meals to the public from 11:30 a.m. to 10:00 p.m.
- _____The hours of operation for the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant will be from 11:30 a.m. to 11:00 p.m., Wednesday through Sunday [and 11:30 a.m. to 1:00 a.m., Thursday through Saturday].

[FOOD & BEVERAGE SERVICE / NUMBER OF SEATS:]

- _____The lunch seating shall be limited to 213 seats. The total seats after 6:00 p.m. shall not exceed 174.
- _____The dining room is approved for 213 seats in the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant. The dining room may serve meals to the public from 11:30 a.m. to 10:00 p.m.

[BUILDING:]

- _____The main entrance to the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant shall be through 221 Worth Avenue.
- _____The back doors shall remain closed at all times and shall only be used by WORTH AVENUE HOSPITALITY GROUP LLC Restaurant employees and deliveries for entrance, exit and for emergency purposes.
- _____No WORTH AVENUE HOSPITALITY GROUP LLC Restaurant guests, or other social or leisure activity or entertainment of any kind will be permitted on the roof of the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant, the function room roof, or other accessory building roofs.

- _____The WORTH AVENUE HOSPITALITY GROUP LLC Restaurant shall provide state of the art exhaust vents and scrubbers and shall have them cleaned on a weekly basis.

[NOISE:]

- _____Any violation of the noise ordinance as verified by a Town official shall be deemed a violation of this Agreement.
- _____The Owner shall construct and maintain the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant so as to achieve and preserve the Minimum Sound Transmission Rating (STC) as identified in Exhibit "_____."

[MUSIC / SOUND / D.J.'S:]

- _____The only amplified music allowed in the dining area shall be background music played via the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant's custom-designed sound system that governs volume.
- _____No D.J.s with external sound equipment shall be allowed to perform in the dining area. Vocal performances shall be able to use a microphone.
- _____When live musicians perform in the dining area, the groups are not to exceed four instruments; no live drums or percussion shall be allowed. The use of all live instruments shall end no later than 11:00 p.m.
- _____In the bar/lounge and dining areas a microphone will be allowed only for an officiant or for an individual making remark. Microphone use shall end no later than 11:00 p.m.
- _____Recorded or live music or entertainment shall be allowed inside the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant building from 11:30 a.m. to 12:00 a.m., except New Year's Eve where recorded or live music or entertainment shall be allowed until 1:00 a.m.
- _____There will be no outdoor music (live or recorded), no outdoor live entertainment, and no outdoor amplified sound permitted anywhere on the Land, with the exception of background live or background recorded music which will be permitted on the front of WORTH AVENUE HOSPITALITY GROUP LLC Restaurant from 11:30 a.m. to 11:00 p.m.. "Background live or background recorded music" is defined as music having a low enough volume that normal conversation can be held over the music. Background live or background recorded music shall have speakers for same directed inward to the property.
- _____Only ambient, background music shall be permitted in the dining area until 1:00 a.m. and the outside dining tables until 10:00 p.m.

- _____ Inside the main Restaurant, live and recorded music (including, without limitation, music played by a DJ) is permitted, but no subwoofers or electric guitars shall be permitted. Intended examples of permitted music inside the restaurant and nightclub are vocalists, jazz musicians, string quartets and similar styles of musicians. Operator shall take such steps to prevent music being played from being heard by neighbors outside the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant.

[PARKING:]

- _____ It is the intent of this Agreement to preserve the residential character of the neighborhood and to not allow members and guests of the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant to park on residential streets.
- _____ After 6:00 p.m., all vehicular pick-up and drop-off of all WORTH AVENUE HOSPITALITY GROUP LLC Restaurant members, guests, and employees, (including car services, taxis, and private vehicles) must occur at the same location as the valet pick up and drop off stands provided that car services and taxis may drop off and pick up on Hibiscus Street. WORTH AVENUE HOSPITALITY GROUP LLC Restaurant Members, valets, and employees will be instructed that vehicular pick-up and drop-off of WORTH AVENUE HOSPITALITY GROUP LLC Restaurant members, guests and employees is expressly prohibited from occurring at Worth Avenue.
- _____ WORTH AVENUE HOSPITALITY GROUP LLC Restaurant employees who drive to work shall be required to park in the off- street parking lot at 220 Peruvian Avenue.
- _____ Prior to the issuance of any building permit, copies of the signed lease agreements regarding the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant's right to use the parking lots at the Apollo Lot (or any other off-site parking lot acquired by the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant for its use), including any amendments thereto, will be provided, confidentially, to the Town attorney to confirm the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant's right to use and the termination provisions thereof. The agreements may be redacted to exclude economic terms or other terms unrelated to the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant's right to use the parking lots.
- _____ The Owner shall provide a minimum of fourteen (14) employee parking spaces and an employee shuttle service from _____ to _____ at an off-site location(s) within 15 minutes average driving time from the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant. This location shall not be within the Town limits unless specifically allowed for in Chapter 134 Zoning.
- _____ Off-Street Parking and Loading, of the Town Code of Ordinances. The Owner shall inform the Town in writing of the off-site parking location(s) outside the Town's jurisdiction. It shall be the Owner's responsibility to immediately inform the Town in writing of the loss of said parking area and make arrangements

for the necessary approval(s) for alternate locations(s). Failure to insure that the off-site location is allowed by the jurisdiction in which said parking is located, or the loss of said parking may result in a reduction in dining room seating. That determination will be made by the Town Council at the earliest Town Council meeting after the Town becomes aware of the situation.

- _____The WORTH AVENUE HOSPITALITY GROUP LLC Restaurant's operation shall include off-site parking (in the 220 Peruvian Avenue lot) of fourteen (14) parking spaces for employee and excess parking ("Employee Parking"). The Employee Parking plan shall include a shuttle bus operated by WORTH AVENUE HOSPITALITY GROUP LLC Restaurant's representatives and agents throughout the day and evening to bring employees to and from the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant to the Employee Parking facility.

[VALET SERVICES:]

- _____Valet parking is required from 6:00 p.m. until closing. The valet stand and car service and taxi drop off and pick up shall be located in the Apollo Parking Lot at Hibiscus Street. Should the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant lose the right to operate a drop off and pick up stand at the Apollo Parking Lot for any reason, the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant will be required to provide an alternative location that is approved by the Town Council.
- _____The WORTH AVENUE HOSPITALITY GROUP LLC Restaurant must provide off-street parking with a parking lot capacity of at least 69 vehicles accessible to valet services, members, guests, and employees. The WORTH AVENUE HOSPITALITY GROUP LLC Restaurant's valet services shall use the off-street parking lot to park member and guest vehicles. There shall be no parking of member or guest vehicles in the three (3) reserved parking spaces in front of the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant.
- _____The WORTH AVENUE HOSPITALITY GROUP LLC Restaurant shall obtain and maintain a valet parking permit for their valet stand. A minimum of four (4) valets shall be on duty from 6:00 p.m. to 10:00 p.m., nightly. The number of valets may be modified by the Police Department should it be determined that more or fewer valets are required to manage the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant parking.
- _____The WORTH AVENUE HOSPITALITY GROUP LLC Restaurant shall purchase "street legal" golf carts to aid in valet operations.
- Valet parking shall be operated in accordance with the valet circulation plan dated January 29, 2024, prepared by Kimley Horn, which shows a regular maximum queuing of 69 total cars.

- _____ All parking at the Apollo Parking Lot shall be valet managed with a valet parking permit approved by the Town Police Chief. Valet parking shall not be permitted on Worth Avenue. If it is determined by the Town Manager, or his designee, that the valet parking operation at the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant is not working properly, the Town has the right to require measures as deemed necessary, including additional valet parking personnel or special duty officer(s), to resolve the issue(s). Further, the Town Council has the ability to place on their monthly agenda a discussion and resolution of any confirmed parking problem and/or requested parking revision, made by either the Town or the Owner, for a period of three (3) years, which will begin on the date the certificate of occupancy is issued for the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant.
- _____ The Owner or operator of the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant shall maintain a parking agreement for the use of a combined total of 69 off-site valet parking spaces at the Apollo Parking Lot (or other alternative location and/or number acceptable to the Owner and reviewed and approved by Town Staff). Owner shall furnish a redacted copy of such agreement to the Town.
- _____ Valet parking is required to be available for WORTH AVENUE HOSPITALITY GROUP LLC Restaurant guests and food and beverage guests during all hours that the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant is open to the public for food and beverage service.

[DELIVERIES:]

- _____ The WORTH AVENUE HOSPITALITY GROUP LLC Restaurant shall instruct its delivery services to function without using Worth Avenue. The WORTH AVENUE HOSPITALITY GROUP LLC Restaurant shall instruct its delivery services to use the commercial loading zones at [Specify Location]. There shall be no WORTH AVENUE HOSPITALITY GROUP LLC Restaurant deliveries or vendor services before 8:00 a.m.
- _____ Off-Street Parking and Loading, of the Town Code of Ordinances. The Owner shall inform the Town in writing of the off-site parking location(s) outside the Town's jurisdiction. It shall be the Owner's responsibility to immediately inform the Town in writing of the loss of said parking area and make arrangements for the necessary approval(s) for alternate locations(s). Failure to ensure that the off-site location is allowed by the jurisdiction in which said parking is located, or the loss of said parking may result in a reduction in dining room seating. That determination will be made by the Town Council at the earliest Town Council meeting after the Town becomes aware of the situation.
- _____ Commercial delivery services will be instructed to use the delivery location at 220 Peruvian Avenue.

[GARBAGE:]

- _____ All trash shall be stored in the indoor trash room inside the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant daily and not taken to the outdoor rubbish receptacle until after 8:00 a.m. the following day.

[LIGHTING:]

- _____ The WORTH AVENUE HOSPITALITY GROUP LLC Restaurant shall not add lighting to [Specify Location] parking lots.
- _____ All lights in the Parking lot shall be low level so that they shine downward and do not produce any light or glare which would adversely affect surrounding properties.

[OUTDOOR & SPECIAL EVENTS:]

- _____ No events shall be allowed prior to 11:30 a.m., no events of more than 220 people shall be allowed. There shall be no more than four (4) events per month. An event is defined as an organized member sponsored function for 40 or more people within the confines of the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant property itself. Said events shall include, but are not limited to, charitable events, rehearsal dinners, wedding receptions, bar mitzvahs, Hanukkah, Christmas, or birthday parties. Only a WORTH AVENUE HOSPITALITY GROUP LLC Restaurant member may host an event and 1 off duty police officer shall be required for all events unless an alternative arrangement is recommended by the Town police. The WORTH AVENUE HOSPITALITY GROUP LLC Restaurant is required to maintain records of events and will make such available to the Town upon request. The WORTH AVENUE HOSPITALITY GROUP LLC Restaurant shall be required to keep such records for a period of 12 months.
- _____ All outdoor events in the dining room area shall be concluded by 11:00 p.m.
- _____ The dining room area shall have a maximum capacity of 220 people per event.
- _____ There shall be no more than four events per month, and all events shall comply with the required opening and closing hours for each service area as shown in Exhibit “____,” and the events shall be subject to the seat limitations in the hour-by-hour seating plan. An event is defined as an organized function for more than 40 or more people within the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant such as wedding receptions, birthday parties and religious or other celebrations. The number of valet parkers shall be increased on an “as needed” basis for each event.

[UTILITY EASEMENT:]

- _____ Prior to the issuance of a building permit, the property owner voluntarily commits to either provide a recorded utility easement or an easement agreement satisfactory to the Town that ensures a recorded easement will be granted, if

necessary, to underground utilities in the area.

[MAINTENANCE:]

- _____Maintenance Provisions:

_____The WORTH AVENUE HOSPITALITY GROUP LLC Restaurant shall at all times be continually maintained with the upmost standards of a first-class hotel and will comply with all ordinances, rules and regulations of the Town of Palm Beach, Palm Beach County, and State of Florida, (and each of the foregoing governmental entity's respective districts, departments, and agencies) as to maintenance, health, and safety standards.

_____All buildings and improvements shall be maintained in a first-class condition, especially as to the exterior appearance. Painting and other exterior maintenance shall be periodically performed as reasonably required. No excessive and/or unsightly mildew, rust deposits, dirt, graffiti, or deterioration shall be permitted to accumulate on any building or other improvement. The glass in windows and in glass sliding doors shall not be cracked or broken. Building openings shall not be boarded up. Foundations, exterior walls, and roofs shall be weather-tight and shall be maintained in good repair. All appurtenances to any structure, such as awnings, shutters, doors, rails, and light fixtures shall be securely attached and in working condition, and shall not be broken, hanging loose, or falling away from the structure. All walls and fences shall be maintained in good repair and in an upright condition and shall be free from graffiti, or broken, cracked, or leaning sections, or loose component pieces.

_____All landscaping within the Land shall be regularly maintained with proper horticultural and arboricultural practices, including without limitation such replanting and, as is from time to time necessary, mowing, trimming, fertilization, and weed, insect, and disease control. All dead or diseased sod, trees, plants, shrubs, or flowers shall be promptly replaced.

_____Maintenance or other actions reasonably required by the Town to meet the forgoing Maintenance Provisions in Paragraph 21 shall be commenced and completed within a commercially reasonable time period as determined by the Town Director of Planning, Zoning, and Building Department within the exclusive reasonable exercise of his or her discretion, and a failure to maintain or take other curative action as so reasonably required shall be subject to being treated by the Town as a violation of the terms and conditions of this Agreement. The Maintenance Provisions of this Declaration of Use Agreement provide the Town with supplemental means to assure that the buildings and improvements on the Land are maintained and shall not create any

obligation on the Town (or its officials, officers, or employees) to conduct such maintenance or enforce the Maintenance Provisions of this Declaration of Use Agreement. Further, the Maintenance Provisions of this Declaration of Use Agreement shall not prevent the Town from enforcing any building or structure maintenance or appearance law or regulation the Town may currently enforce, or that may from time to time become applicable in the future.

[CONSTRUCTION MANAGEMENT AGREEMENT:]

- _____The WORTH AVENUE HOSPITALITY GROUP LLC Restaurant shall enter into a Construction Management Agreement prior to the issuance of a building permit.
- _____The demolition and construction contemplated by the Approval shall be conducted pursuant to the Construction Management Agreement(s) entered into between the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant Owners and Town prior to the issuance of a building permit for said demolition or construction.

[RETURN TO TOWN COUNCIL:]

- _____ WORTH AVENUE HOSPITALITY GROUP LLC Restaurant shall return to the Town Council after _____ months of operation during the period from November 1 through April 30 to review the list of conditions and compliance. The WORTH AVENUE HOSPITALITY GROUP LLC Restaurant is prohibited from seeking revision(s) to this Agreement for a period of _____ years following the date of _____ opening with the sole exception of a requested relocation of the valet stand and/or parking facility. Any future requested revisions to this Agreement will require at least 45 days' notice to all property owners within a 750-foot radius. Any Town Council hearing regarding a requested revision(s) to this Agreement will only be conducted between the months of January and May.
- _____If there are more than three verified complaints regarding noise or activities beyond the scope of this Agreement in the _____ area, the use of the subject area shall cease and the applicant shall return to the next regularly scheduled Town Council meeting to address said complaints.
- _____No sooner than three (3) months from the date of certificate of occupancy, the Owner or Town can come back to the Town Council to determine if the seating is working and to address any issues.
- _____After the first and second seasons (December through April), the Owner and Operator shall return to the Town Council to review compliance with conditions imposed in this Agreement, which Town Council meeting shall take place during the months of either April or May of 2025 and April or May of 2026 (subject to deferral by Town Council to other months).

[COMPLIANCE:]

- _____The Town shall have the right to conduct inspections on the Buildings and Land on a periodic basis to ascertain compliance with this Agreement. Failure to allow an inspection by the Town will constitute a violation of this Agreement.
- _____The Owner or operator of the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant shall provide an affidavit of compliance each year at the time of renewal of the business tax receipt.

ARTICLE V VOLUNTARY AGREEMENT

The WORTH AVENUE HOSPITALITY GROUP LLC Restaurant agrees to be bound by the terms and conditions in this Agreement and waives any legal objection it might otherwise have to said terms and conditions or parts thereof.

ARTICLE VI REMEDIES FOR VIOLATION

1. Upon determination by the Director of Planning, Zoning and Building Department of a violation of any of the terms or conditions of this Agreement or any other provision in the Town Code of Ordinances, and upon notice in writing from the Town to the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant 's representative of said violation(s) and the date upon which said violations(s) shall be corrected, WORTH AVENUE HOSPITALITY GROUP LLC Restaurant 's successor or assigns shall pay to the TOWN a liquidated amount of \$2,000 per violation. Said liquidated amount shall accrue on a per day basis for each day a violation of this agreement exists. In addition, in the event a violation remains uncorrected beyond the date noticed for correction by the Director of the Planning, Zoning and Building Department, this Agreement may be reconsidered by the Town Council at a future meeting upon thirty days notification to the owner. The Town Council may, upon a finding of violation, alter this Agreement or rescind the approval of the use.

In the event WORTH AVENUE HOSPITALITY GROUP LLC Restaurant disputes the determination of the Director of Planning, Zoning and Building Department of the violation of the conditions of this Agreement, or in the event the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant disputes any code violation, WORTH AVENUE HOSPITALITY GROUP LLC Restaurant may appeal the determination of the Director of the Planning, Zoning and Building Department to the Town Council, said appeal to be filed no later than fifteen (15) days following the written notice of violation.

2. The Town shall have all remedies available at law and equity in order to enforce the terms of this Agreement including but not limited to (a) the Town's code enforcement procedures; (b) all remedies otherwise offered in the Town's Code of Ordinances; and

(c) injunction, specific performance, and any and all other equitable relief through the civil courts in and for Palm Beach County for the State of Florida. In the event the Town is required to seek injunctive relief, it shall not be required to post bond and it shall not be required to demonstrate irreparable harm or injury to secure an injunction to enforce the terms of this Agreement. Additionally, in the event of any breach, default, or non-performance of this Agreement, or any of its covenants, agreements, terms or conditions, the Town shall be entitled to recover its costs, expenses, and reasonable attorney's fees insofar as the Town prevails, either before or as a result of litigation, including appeals.

**ARTICLE VII
PROVISIONS TO RUN WITH
THE [LAND, OWNER, TENANT]**

This Agreement shall run with the Land and shall be binding upon the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant and shall terminate upon the termination of the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant's business tax receipt for operation of a private restaurant, or rescission of the Approval]. This Agreement shall be recorded by the WORTH AVENUE HOSPITALITY GROUP LLC Restaurant in the Official Records of Palm Beach County, Florida upon full execution by the parties hereto.

**ARTICLE VIII
ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the parties as to its subject matter and it may not be amended except by written agreement executed by both parties.

**ARTICLE IX
EFFECTIVE DATE**

The Effective Date of this Agreement shall be the day upon which this Agreement is executed by the last party to sign the Agreement.

**ARTICLE X
MISCELLANEOUS PROVISIONS**

Wherever the word "laws" appears in this Agreement, it shall be deemed to include all ordinances, rules, and regulations as well as laws of the appropriate governmental authorities.

All references in this Agreement to times of a day are stated in terms of Eastern Standard Time, i.e., whichever of Eastern Standard Time or Eastern Daylight Time may be in effect at the time. The word "day" in this Agreement means any period beginning when the time of day is midnight and ending on the next later occasion when the time of day is midnight.

This Agreement may not be amended except by written instrument signed by all parties hereto.

Paragraph headings are inserted for convenience only and shall not be read to enlarge, construe, restrict or modify the provisions hereof. All references to numbered or lettered paragraphs, subparagraphs and exhibits refer (unless the context indicates otherwise) to paragraphs and subparagraphs of this Agreement and to exhibits attached hereto, which exhibits are by this reference made a part hereof.

In the event of the invalidity of any provision of this Agreement, same shall be deemed stricken from this Agreement shall continue in full force and effect as if such invalid provision were never a part hereof.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above.

[Signatures, Notary, and Exhibits to follow]