

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

BUSINESS COMPLEX LITIGATION
DIVISION

CASE NO.: 2017-023511-CA-01

ANDREW CHESNICK,
an individual,

Plaintiff,

v.

DEZER DEVELOPMENT, LLC, a Florida Limited Liability Company, GIL DEZER, an individual, MICHAEL DEZER, an individual, 18555 DEVELOPERS, LLC, a Florida Limited Liability Company, DEZER FAMILY HOLDINGS, INC., a Florida Corporation, 18555 COLLINS AVENUE CONDOMINIUM ASSOCIATION, INC., a Florida Corporation, DEZER SEASHORE HOLDINGS, LLC, a Florida Limited Liability Company, NEOMI DEZERTZOV, in her representative capacity as the trust of the Estee Dezertsov STAR Trust, the Gil Dezertsov STAR Trust, and the Leslie Dezertsov STAR Trust, DEZER LAROCHE HOLDINGS, LLC, a Florida Limited Liability Company, TRUSTEE OF THE MICHAEL DEZER REVOCABLE TRUST U/A/D JANUARY 8, 2004, in his or her representative capacity, TRUSTEE OF THE NEOMI DEZERTZOV REVOCABLE TRUST U/A/D JANUARY 8, 2004, in his or her representative capacity, DEZER INTRACOASTAL MALL, LLC, a Florida Limited Liability Company, and DEZER PROPERTIES, LLC, is a New York Limited Liability Company,

Defendants.

WALDMAN BARNETT, P.L.

3250 MARY STREET, SUITE 102 • COCONUT GROVE, FLORIDA 33133

FIRST AMENDED COMPLAINT

Plaintiff, ANDREW CHESNICK, through undersigned counsel, files this Complaint and alleges as follows:

JURISDICTION AND VENUE

1. This is a complaint for equitable relief and damages in excess of \$15 million dollars, exclusive of attorneys' fees and costs, which is within the jurisdictional limits of this Court.

2. Venue for this action lies in Miami-Dade County, Florida, pursuant to Fla. Stat. § 47.051.

3. Plaintiff ANDREW CHESNICK ("Chesnick") is a resident of Miami-Dade County, Florida.

4. Defendant DEZER DEVELOPMENT, LLC ("Dezer Development") is a Florida Limited Liability Company.

5. Defendant GIL DEZER is a resident of Miami-Dade County, Florida.

6. Defendant MICHAEL DEZER is a resident of Miami-Dade County, Florida.

7. Defendant 18555 DEVELOPERS, LLC ("18555 Developers") is a Florida Limited Liability Company.

8. Defendant DEZER FAMILY HOLDINGS, INC. ("DFH") is a Florida Corporation.

9. Defendant 18555 COLLINS AVENUE CONDOMINIUM ASSOCIATION, INC. ("18555 Collins") is a Florida Corporation.

10. Defendant DEZER SEASHORE HOLDINGS, LLC ("Seashore") is a Florida Limited Liability Company.

11. Defendant NEOMI DEZERTZOV is a resident of Miami-Dade County, Florida.

12. Defendant DEZER LAROCHE HOLDINGS, LLC (“Laroche”) is a Florida Limited Liability Company.

13. Defendant TRUSTEE OF THE MICHAEL DEZER REVOCABLE TRUST U/A/D JANUARY 8, 2004 (“Trustee of the M. Dezer Trust”) is, upon information and belief, a resident of Miami-Dade County, Florida.

14. Defendant TRUSTEE OF THE NEOMI DEZERTZOV REVOCABLE TRUST U/A/D JANUARY 8, 2004 (“Trustee of the N. Dezer Trust”) is, upon information and belief, a resident of Miami-Dade County, Florida.

15. Defendant DEZER INTRACOASTAL MALL, LLC (“Intracoastal”) is a Florida Limited Liability Company.

16. Defendant DEZER PROPERTIES, LLC (“Dezer Properties”) is a New York Limited Liability Company doing business in the State of Florida.

17. All conditions precedent have been met, waived, or excused.

THE PARTIES

18. Dezer Development is engaged in the business of acquiring, managing, and developing real estate in South Florida. Dezer Development is owned and operated by the Dezer family, including its founder Michael Dezer (“M. Dezer”) and his son Gil Dezer (“G. Dezer”), who is Dezer Development’s Chief Executive Officer. Both men are actively involved in the operations Dezer Development and the various other Dezer family owned entities. M. Dezer’s wife, Neomi Dezer (“N. Dezer”), and daughter Leslie Dezer Salmon (“L. Dezer”) are also actively involved in Dezer Development’s operations.

19. 18555 Developers is a limited liability company and 18555 Collins is a corporation both of which were created by Dezer for the purpose of developing the property located at 18555

Collins Ave, Sunny Isles Beach, FL (the “Porsche Design Project”), which is the site of the Porsche Design Tower.

20. DFH is the owner of 18555 Developers.

21. Seashore and Laroche are limited liability companies created by Dezer for the purpose of developing the property located at 18975 Collins Ave, Sunny Isles Beach, FL (the “Armani/Casa Project”), which is the site of the Residences by Armani/Casa development.

22. N. Dezer, in her capacity as trustee of the Estee Dezertsov STAR Trust (the “E. Dezer Trust”), the Gil Dezertsov STAR Trust (the “G. Dezer Trust”), and the Leslie Dezertsov STAR Trust (the “L. Dezer Trust”) is the legal owner of Seashore, as she legally owns one-third of Seashore through each of the three aforementioned trusts.

23. The Trustee of the M. Dezer Trust, in his or her capacity as the trustee of the Michael Dezer Revocable Trust U/A/D January 8, 2004 (the “M. Dezer Trust”) is the legal owner of 50% of Laroche.

24. The Trustee of the N. Dezer Trust, in his or her capacity as the trustee of the Neomi Dezer Revocable Trust U/A/D January 8, 2004 (the “N. Dezer Trust”) is the legal owner of 50% of Laroche.

25. Intracoastal is a limited liability company created by Dezer for the purpose of operating and further developing the property located at 3881 Northeast 163rd Street, North Miami Beach, FL (the “Intracoastal Project”), which is the site of the Intracoastal Mall.

26. Dezer Properties is the owner of Intracoastal.

THE UNDERLYING FACTUAL ALLEGATIONS

27. Chesnick has over 25 years of experience working at the highest levels of South Florida’s ultra-competitive real estate market.

28. In light of his significant experience and expertise in the field of real estate development, Dezer Development hired Chesnick as a consultant on or about December 2012.

29. A year later, as a result of Chesnick's superior performance and impressive results on behalf of Dezer Development, G. Dezer offered Chesnick the position of Dezer Development's Chief Operating Officer ("COO").

30. On January 1, 2013, Dezer Development, G. Dezer, and Chesnick entered into a five (5) year employment contract (the "Contract"), a copy of which is attached hereto as Exhibit A. Under the Contract, Chesnick was to report directly to G. Dezer, the other signatory to the Contract.

31. Pursuant to the Contract, which was negotiated by G. Dezer and Chesnick, Chesnick was to receive a base salary plus a 3% share of the Dezer Interest from certain real estate development projects (the "Development Projects") including the Porsche Design Project, the Armani/Casa Project, and the Intracoastal Project.

32. Other Development Projects for which Chesnick has a vested profit participation interest include the Solis Project (the development of the property located at 15701 Collins Ave, Sunny Isles Beach, FL, which is the site of the former Solis Hotel and Residences), the Brickell Project (the development of the property located at 444 Brickell, Miami, FL, which is the site of an office building and the Capital Grille restaurant), the Epicure Project (the development of the property located at 17190 Collins Ave, Sunny Isles Beach, FL, which is the former location of the Epicure grocery store), the Midtown Project (the development of the property located at 3401 NE 1st Avenue, Miami, FL, which is the site of the Hyde Midtown Miami), the Bluegrass Project (the development of the property located at 18325 Collins Ave, Sunny Isles Beach, FL, which is the site of the Bluegrass Beach Club Motel), the Powerline Project (the development of the property located at 5300 Powerline Rd, Fort Lauderdale, FL, which is the site of an industrial facility whose

tenants include Xtreme Action Park), and the Thunderbird East/West Projects and Publix parcel purchase (the development of the property located at 18401 Collins Ave, Sunny Isles Beach, FL, which is the site of the Thunderbird Hotel).

33. The Contract defines the Dezer Interest as “the interest that Gil Dezer and/or his family members, and/or family trusts own of the applicable Projects.”

34. Under the Contract, Chesnick’s profit participation in the Development Projects would vest over a period of three years. However, Chesnick would only receive distributions “upon liquidation of assets through the ordinary course of business, such as cash flow, sale or refinancing, and upon applicable receipt of distributions by the Dezer Interest.”

35. Owing to the profit sharing aspect of the contract, Chesnick agreed to take a below market salary.

36. As COO, Chesnick’s responsibilities included directing Dezer Development’s operations to meet financial goals, directing short and long term planning, developing budgets in the hundreds of millions of dollars, securing financing in the hundreds of millions of dollars, acquiring new properties, and obtaining the approval of local government agencies for development projects among other things.

37. Notwithstanding the fact that his duties were defined by the Contract, Chesnick was soon required to take on numerous responsibilities far outside the scope of his employment. For example, Chesnick was required to assist members of the Dezer family with issues unrelated to the core Dezer Development business. These included resolving issues related to the operation of a car museum owned by the Dezer family and the resolution of a mortgage dispute for a personal friend of M. Dezer among other things. Although these tasks were outside the scope of his duties, Chesnick undertook them in order to keep the various members of the Dezer family happy.

38. Chesnick was also required to assist with the purchase of real estate for G. Dezer personally, including the interesting negotiations involving the property located at 15701 Collins Avenue, Sunny Isles Beach, Florida (the former site of the unfinished Solis Hotel & Residences).

39. During his tenure as COO, Chesnick played a vital role in the successful development of some of South Florida's newest and most impressive buildings including the Porsche Design Tower and the Residences by Armani/Casa. Chesnick also oversaw the successful acquisition of highly sought after properties including the Intracoastal mall and the Publix parcel adjacent to Thunderbird west vacant parcel.

40. Commencing on or about July 2015, the Dezers' attitude toward Chesnick suddenly became hostile. Chesnick would soon learn that this hostility was due to the fact that M. Dezer was unhappy with the profit sharing arrangement that G. Dezer and Chesnick had reached as part of the Contract.

41. During a meeting between M. Dezer, G. Dezer, and Chesnick in July 2015, M. Dezer, without cause, began berating Chesnick and then G. Dezer. M. Dezer was upset because a business deal that he personally arranged involving the Palm Beach International Raceway (the "Raceway Project"), also outside of Chesnick's contractual scope, had not been as successful as he intended. Chesnick worked diligently towards the success of the Raceway Project, even though he had cautioned M. Dezer against expanding the deal, which was commenced prior to his employment with Dezer Development. Nevertheless, M. Dezer chose to blame Chesnick for the problems arising from the Raceway Project, rather than accepting personal responsibility for his poor business decision. Subsequently, during this same meeting, M. Dezer told G. Dezer that Chesnick was "making too much money" and that G. Dezer had made a mistake when he agreed to the profit sharing arrangement. M. Dezer told G. Dezer that Chesnick should receive only a salary.

42. Following his father's example, G. Dezer then became overtly hostile and unduly critical towards Chesnick in public and in private settings. On at least one occasion, G. Dezer's unwarranted personal and unprofessional attacks on Chesnick during a business meeting caused other participants to walk out of the meeting. G. Dezer also began to exclude Chesnick from business meetings that Chesnick needed to attend in order to fulfil his contractual obligations.

43. On or about August 2015, Chesnick was summoned to G. Dezer's office where he was given a proposed amendment to the Contract (the "Proposed Amendment") that G. Dezer told Chesnick to read and sign. Upon reviewing the document, Chesnick realized that it was an agreement to significantly reduce his profit sharing rights. Specifically, the Proposed Amendment would have reduced Chesnick's profit participation in all but one of the Development Projects from 3% to 1% even though Chesnick's profit participation on certain Development Projects, including Porsche Design Tower, had already vested in the amount of 2.75%.

44. Chesnick informed G. Dezer that he would not sign the Proposed Amendment because he was not willing to relinquish his profit sharing rights. Upon hearing this, G. Dezer began yelling at Chesnick using language that is inappropriate for repetition in this Complaint. G. Dezer then attempted to coerce Chesnick into executing the Proposed Amendment by bringing up unrelated personal matters and alleging that Chesnick was not capable of doing his job.

45. Following Chesnick's refusal to sign the proposed agreement, the Dezers realized that they had little recourse by which to extinguish Chesnick's profit sharing rights because, pursuant to the Contract, Chesnick would be entitled to his share of the profits if he was terminated without cause (and no cause existed). Conversely, if they could get Chesnick to voluntarily resign, presumably they believed he would not be entitled to his substantial profit participation.

46. Because they did not have good cause to terminate Chesnick's employment, M. Dezer

and G. Dezer conspired to force Chesnick to resign by conducting a calculated campaign to make Chesnick's tenure as difficult and unpleasant as possible. Chesnick was demoted in title, notwithstanding the high quality of his work. M. Dezer and G. Dezer continuously endeavored to force Chesnick to resign by escalating their verbal abuse and undue criticism towards Chesnick.

47. Both M. Dezer and G. Dezer would regularly criticize and demean Chesnick in private and in public. M. Dezer and G. Dezer threatened to fire Chesnick on multiple occasions in front of third parties. Chesnick was faced with the daily expectation that his hard-earned reputation would be attacked by the very people he worked for. Moreover, due to the fact that these attacks would often occur in the presence of other persons, Chesnick's reputation and goodwill, built up over a successful 25 plus year career, were constantly being tarnished by M. Dezer and G. Dezer's actions.

48. In light of the fact he had two years left under his contract, Chesnick was faced with the very real prospect that his reputation within his industry would be irreparably harmed due to M. Dezer and G. Dezer's near daily personal and professional attacks.

49. Through M. Dezer and G. Dezer, Dezer Development constructively terminated Chesnick by leaving him no choice but to resign, as remaining at Dezer Development was untenable given the hostile and abusive work environment that they purposefully created and perpetrated on almost a daily basis.

50. Subsequently, once the first project (the Porsche Design Project) became vested, Chesnick requested a meeting with G. Dezer to arrange payment of his vested profit participation, which exceeds \$8 million. Chesnick's request was ignored.

51. Accordingly, although Chesnick was constructively terminated without cause and is entitled to his profit participation, Dezer Development has refused to pay Chesnick his share of

the profits from the Porsche Design Project.

52. Although Chesnick has vested interests in the aforementioned Development Projects including the Porsche Design Project, the Armani/Casa Project, and the Intracoastal Project, as well as potentially others), he is unable to determine the amount of money he has earned in light of his termination. Furthermore, each of the Development Projects involves a complex web of numerous single purpose and special purpose entities that are controlled by the Dezer family through myriad of companies and trusts. Monies related to the various Development Projects are easily directed from one entity to another without providing any clear indication as to what the actual Dezer Interest in any of the Development Projects is, absent a detailed accounting of each of the entities.

53. All conditions necessary to proceed with the suit have either been performed, excused or waived.

54. Chesnick has hired the law firm of Waldman Barnett to represent him and, pursuant to Paragraph 19 of the Contract, he is entitled to have his attorneys' fees and costs paid by the breaching parties.

COUNT I - BREACH OF CONTRACT
(against Dezer Development, LLC)

55. Chesnick re-alleges and re-affirms paragraphs 1 through 54 as though fully set forth herein.

56. Chesnick and Dezer Development entered into a valid contract, the Contract.

57. Pursuant to the Contract, Chesnick was to receive a share of the profits from the Development Projects.

58. Dezer Development has materially breached the Contract by refusing to pay Chesnick

his share of the profits from the Development Projects.

59. As a result of Dezer Development's breach, Chesnick has been damaged.

60. Chesnick's damages, as to the Porsche Design Project alone, exceed \$8 million, and the total amount is unknown and dependent on proper accounting of the other applicable projects.

WHEREFORE, Plaintiff, ANDREW CHESNICK, demands entry of a judgment against Defendant, DEZER DEVELOPMENT, LLC, in the amount of his damages, plus costs, prejudgment interest, attorneys' fees pursuant to the Contract, and all such other relief as this Court deems just and proper.

COUNT II - BREACH OF CONTRACTUAL GUARANTEE
(against G. Dezer)

61. Chesnick re-alleges and re-affirms paragraphs 1 through 54 as though fully set forth herein.

62. Under the Contract, Chesnick's profit participation interest was to be taken from the Dezer Interest, which was defined as "the interest [G. Dezer] and/or his family members, and/or family trusts own of the applicable Projects."

63. Thus, the basis for Chesnick's profit participation is not based on Dezer Development's profits nor would it necessarily come from Dezer Developments coffers. Rather, as the Contract implicitly states, Chesnick's profit participation interest was to be taken from the interest owned by G. Dezer and the Dezer family. Inasmuch, G. Dezer is the guarantor of Chesnick's profit participation interest because he executed the Contract.

64. G. Dezer subsequently confirmed his personal guarantee. Whereas, the word "by" precedes G. Dezer's signature to the Contract (indicating that he executed the contract in his personal and professional capacity), his signature on amendments to the Contract dated July 8,

2013; November 20, 2013, and December 18, 2013 (the “Amendments”) were not preceded by the word “by” or a *descriptio personae*. See Ex. A. G. Dezer executed the Amendments in his personal capacity and not in his professional capacity because they dealt only with Chesnick’s profit participation interest, which G. Dezer guaranteed.

65. Accordingly, a valid Contract exists between G. Dezer and Chesnick and G. Dezer materially breached his guarantee by not paying Chesnick his share of the profits from the Development Projects when Dezer Development refused to pay Chesnick his profit participation interest.

66. As a result of G. Dezer’s breach, Chesnick has been damaged.

67. Chesnick’s damages, as to the Porsche Design Project alone, exceed \$8 million, and the total amount is unknown and dependent on proper accounting of the other applicable projects.

WHEREFORE, Plaintiff, ANDREW CHESNICK, demands entry of a judgment against Defendant, GIL DEZER, in the amount of his damages, plus costs, prejudgment interest, attorneys’ fees pursuant to the Contract, and all such other relief as this Court deems just and proper.

COUNT III – CIVIL CONSPIRACY
(against M. Dezer and G. Dezer)

68. Chesnick re-alleges and re-affirms paragraphs 1 through 54 as though fully set forth herein.

69. M. Dezer and G. Dezer had a personal stake in the termination of Chesnick’s employment separate and apart from the interest of Dezer Development, as Chesnick’s profit participation interest is 3% of the Dezer’s personal interest in the various Development Projects. The Dezer Interest is defined in the Contract as “the interest [G. Dezer] and/or his family members [including M. Dezer], and/or family trusts own of the applicable Projects.”

70. When Chesnick refused to relinquish or reduce his profit participation interest, G. Dezer and M. Dezer maliciously conspired to force Chesnick to resign because any monies earned by Chesnick under the Contract were monies that would otherwise go to G. Dezer, M. Dezer, and/or their family members.

71. G. Dezer and M. Dezer combined to use the peculiar power of coercion they held as influential and well-known members of South Florida's real estate development community to force Chesnick to resign.

72. Specifically, G. Dezer and M. Dezer engaged in a malicious and unwarranted campaign to destroy Chesnick's hard-earned reputation by verbally attacking him, personally and professionally, on a near daily basis in front of other members of the highest levels of the South Florida real estate development community and otherwise making Chesnick's employment at Dezer Development untenable.

73. Thereby, G. Dezer and M. Dezer sought to increasingly inflict incrementally additional sufficient damage on Chesnick's reputation so as to effectively prevent him from obtaining future employment in the upper levels of South Florida's real estate market, where he had worked for the previous 25 years, if he continued in their employ.

74. Accordingly, Chesnick was confronted with the very real prospect that he would lose his ability to earn a living within his chosen field due to the contrary effects by G. Dezer and M. Dezer to poison him as an employable upper echelon executive in the close-quartered South Florida real-estate development and construction industry if he did not resign his employment as was the plans and designs of G. Dezer and M. Dezer.

75. As a result of M. Dezer and G. Dezer's acts in furtherance of the conspiracy, Chesnick has been damaged.

76. Chesnick's damages, as to the Porsche Design Project alone, exceed \$8 million, and the total amount is unknown and dependent on proper accounting of the other applicable projects.

WHEREFORE, Plaintiff, ANDREW CHESNICK, demands entry of a judgment against Defendants, MICHAEL DEZER and GIL DEZER, in the amount of his damages, plus costs, prejudgment interest, and all such other relief as this Court deems just and proper.

COUNT IV – UNJUST ENRICHMENT
(as to the Porsche Design Project)

77. Chesnick re-alleges and re-affirms paragraphs 1 through 54 as though fully set forth herein.

78. Chesnick conferred a benefit upon 18555 Developers, 18555 Collins, and DFH when he provided his significant knowledge, expertise, time, and skills on behalf of 18555 Developers, 18555 Collins, and DFH in order to complete the Porsche Design Project.

79. 18555 Developers, 18555 Collins, and DFH knowingly and willingly accepted the benefit provided by Chesnick.

80. 18555 Developers, 18555 Collins, and DFH have retained the benefit conferred by Chesnick, as evidenced by the fact that 94% of the available Porsche Design Tower units had been sold as of March 2016.¹

81. It would be unfair under the circumstances for 18555 Developers, 18555 Collins and DFH to retain the benefit conferred by Chesnick without compensating him for the same.

WHEREFORE, Plaintiff, ANDREW CHESNICK, demands entry of a judgment against Defendants, 18555 DEVELOPERS, LLC, 18555 COLLINS AVENUE CONDOMINIUM

¹ Bruner, Raisa. *The World's Billionaires are Flocking to Miami's Luxurious Porsche Design Tower, Where They can use an Elevator for their Cars.* Business Insider, March 1, 2016, www.businessinsider.com/billionaires-flock-to-porsche-tower-2016-2.

ASSOCIATION, INC., and DEZER FAMILY HOLDINGS, INC. in the amount of his damages, plus costs, prejudgment interest, and all such other relief as this Court deems just and proper.

COUNT V – UNJUST ENRICHMENT
(as to the Armani/Casa Project)

82. Chesnick re-alleges and re-affirms paragraphs 1 through 54 as though fully set forth herein.

83. Chesnick conferred a benefit upon Seashore, Laroche, N. Dezer (as trustee of E. Dezer Trust, the G. Dezer Trust, and the L. Dezer Trust), the Trustee of the M. Dezer Trust, and the Trustee of the N. Dezer Trust when he provided his significant knowledge, expertise, time, and skills on behalf of Seashore, Laroche, N. Dezer (as trustee of E. Dezer Trust, the G. Dezer Trust, and the L. Dezer Trust), the Trustee of the M. Dezer Trust, and the Trustee of the N. Dezer Trust in order to develop the Armani/Casa Project.

84. Seashore, Laroche, N. Dezer (as trustee of E. Dezer Trust, the G. Dezer Trust, and the L. Dezer Trust), the Trustee of the M. Dezer Trust, and the Trustee of the N. Dezer Trust knowingly and willingly accepted the benefit provided by Chesnick.

85. Seashore, Laroche, N. Dezer (as trustee of E. Dezer Trust, the G. Dezer Trust, and the L. Dezer Trust), the Trustee of the M. Dezer Trust, and the Trustee of the N. Dezer Trust have retained the benefit conferred by Chesnick, as evidenced by the fact that up to 70% of the available Armani/Casa units have been sold as of July 2016.²

86. It would be unfair under the circumstances for Seashore, Laroche, N. Dezer (as trustee of E. Dezer Trust, the G. Dezer Trust, and the L. Dezer Trust), the Trustee of the M. Dezer Trust,

² Baumgard, Josh. *Residences by Armani/Casa Secures \$305M Loan, at 70 Percent Sold*. Curbed Miami, July 11, 2016, <https://miami.curbed.com/2016/7/11/12150078/residences-by-armani-casa-loan>.

and the Trustee of the N. Dezer Trust to retain the benefit conferred by Chesnick without compensating him for the same.

WHEREFORE, Plaintiff, ANDREW CHESNICK, demands entry of a judgment against Defendants, DEZER SEASHORE HOLDINGS, LLC, NEOMI DEZERTZOV, in her representative capacity as the trust of the Estee Dezertsov STAR Trust, the Gil Dezertsov STAR Trust, and the Leslie Dezertsov STAR Trust, DEZER LAROCHE HOLDINGS, LLC, TRUSTEE OF THE MICHAEL DEZER REVOCABLE TRUST U/A/D JANUARY 8, 2004, in his or her representative capacity, and TRUSTEE OF THE NEOMI DEZERTZOV REVOCABLE TRUST U/A/D JANUARY 8, 2004, in his or her representative capacity, in the amount of his damages, plus costs, prejudgment interest, and all such other relief as this Court deems just and proper.

COUNT VI – UNJUST ENRICHMENT
(as to the Intracoastal Project)

87. Chesnick re-alleges and re-affirms paragraphs 1 through 54 as though fully set forth herein.

88. Chesnick conferred a benefit upon Intracoastal and Dezer Properties when he provided his significant knowledge, expertise, time, and skills on behalf Intracoastal and Dezer Properties in order to develop the Intracoastal Project.

89. Intracoastal and Dezer Properties knowingly and willingly accepted the benefit provided by Chesnick.

90. Intracoastal and Dezer Properties have retained the benefit conferred by Chesnick.

91. It would be unfair under the circumstances for Intracoastal and Dezer Properties to retain the benefit conferred by Chesnick without compensating him for the same.

WHEREFORE, Plaintiff, ANDREW CHESNICK, demands entry of a judgment against

Defendants, DEZER INTRACOASTAL MALL, LLC and DEZER PROPERTIES, LLC in the amount of his damages, plus costs, prejudgment interest, and all such other relief as this Court deems just and proper.

COUNT VII – EQUITABLE ACCOUNTING
(as to the Porsche Design Project)

92. Chesnick re-alleges and re-affirms paragraphs 1 through 54 as though fully set forth herein.

93. Pursuant to the Contract, Chesnick is entitled to a share of the Dezer Interest in the Porsche Design Project.

94. The Porsche Design Project involves hundreds of millions of dollars passing through the various accounts of Dezer Development, Gil Dezer, 18555 Developers, 18555 Collins, DFH and likely other yet-to-be discovered entities. The amounts of money involved and the complicated nature of the various transactions make it impossible to determine the monetary value of the Dezer Interest and the value of Chesnick's share of the same.

95. There is no clear remedy at law, absent an accounting, as Dezer Development, Gil Dezer, 18555 Developers, 18555 Collins, DFH and other related entities can otherwise be used to obscure what the true value of the Dezer Interest in the Porsche Design Project is.

WHEREFORE, Plaintiff, ANDREW CHESNICK, requests an order to Defendants, DEZER DEVELOPMENT, LLC, GIL DEZER, 18555 DEVELOPERS, LLC, 18555 COLLINS AVENUE CONDOMINIUM ASSOCIATION, INC., and DEZER FAMILY HOLDINGS, INC. to provide him a full and thorough accounting of the Porsche Design Project, along with all such other relief the Court deems just and proper.

COUNT VIII – EQUITABLE ACCOUNTING
(as to the Armani/Casa Project)

96. Chesnick re-alleges and re-affirms paragraphs 1 through 54 as though fully set forth herein.

97. Pursuant to the Contract, Chesnick is entitled to a share of the Dezer Interest in the Armani/Casa Project.

98. The Armani/Casa Project involves hundreds of millions of dollars passing through the various accounts of Dezer Development, Gil Dezer, Seashore, Laroche, the E. Dezer Trust, the G. Dezer Trust, the L. Dezer Trust, the M. Dezer Trust, the N. Dezer Trust, and likely other yet-to-be discovered entities. The amounts of money involved and the complicated nature of the various transactions make it impossible to determine the monetary value of the Dezer Interest and the value of Chesnick's share of the same.

99. There is no clear remedy at law, absent an accounting, as Dezer Development, Gil Dezer, Seashore, Laroche, the E. Dezer Trust, the G. Dezer Trust, the L. Dezer Trust, the M. Dezer Trust, the N. Dezer Trust, and other related entities can otherwise be used to obscure what the true value of the Dezer Interest in the Armani/Casa Project is.

WHEREFORE, Plaintiff, ANDREW CHESNICK, requests an order to Defendants, DEZER DEVELOPMENT, LLC, GIL DEZER, DEZER SEASHORE HOLDINGS, LLC, DEZER LAROCHE HOLDINGS, LLC, NEOMI DEZERTZOV, in her representative capacity as the trust of the Estee Dezertsov STAR Trust, the Gil Dezertsov STAR Trust, and the Leslie Dezertsov STAR Trust, TRUSTEE OF THE MICHAEL DEZER REVOCABLE TRUST U/A/D JANUARY 8, 2004, in his or her representative capacity, and TRUSTEE OF THE NEOMI DEZERTZOV REVOCABLE TRUST U/A/D JANUARY 8, 2004, in his or her representative capacity to provide

him a full and thorough accounting of the Armani/Casa Project, along with all such other relief the Court deems just and proper.

COUNT IX – EQUITABLE ACCOUNTING
(as to the Intracoastal Project)

100. Chesnick re-alleges and re-affirms paragraphs 1 through 54 as though fully set forth herein.

101. Pursuant to the Contract, Chesnick is entitled to a share of the Dezer Interest in the Intracoastal Project.

102. The Intracoastal Project involves hundreds of millions of dollars passing through the various accounts of Dezer Development, Gil Dezer, Intracoastal, Dezer Properties, and likely other yet-to-be discovered entities. The amounts of money involved and the complicated nature of the various transactions make it impossible to determine the monetary value of the Dezer Interest and the value of Chesnick's share of the same.

103. There is no clear remedy at law, absent an accounting, as Dezer Development, Gil Dezer, Intracoastal, Dezer Properties, and other related entities can otherwise be used to obscure what the true value of the Dezer Interest in the Intracoastal Project is.

WHEREFORE, Plaintiff, ANDREW CHESNICK, requests an order to Defendants, DEZER DEVELOPMENT, LLC, GIL DEZER, DEZER INTRACOASTAL MALL, LLC, and DEZER PROPERTIES, LLC, to provide him a full and thorough accounting of the Intracoastal Project, along with all such other relief the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, ANDREW CHESNICK, demands a trial by jury on all issues so triable.

RESERVATION OF RIGHTS

Plaintiff, ANDREW CHESNICK, reserves the right to amend his Complaint, with leave of court, to include a claim for punitive damages.

Signed on this 13th day of June, 2018.

WALDMAN BARNETT, P.L.
3250 Mary Street, Suite 102
Coconut Grove, Florida 33133
Telephone: (305) 371-8809
Telecopier: (305) 448-4155
litservice@waldmanbarnett.com

By: /s/Glen H. Waldman
Glen H. Waldman, Esq.
Fla. Bar No. 618624
Benjamin L. Keime, Esq.
Fla. Bar No. 118752

CERTIFICATE OF SERVICE

I certify that the foregoing document has been furnished by the Florida Courts e-filing Portal pursuant to Fla. R. Jud. Admin. 2.516(b)(1), this 13th day of June 2018, to the following:

Susan E. Raffanello
Carolina Z. Goncalves
COFFEY BURLINGTON, P.L.
Counsel for Defendants
2601 South Bayshore Drive, Penthouse
Miami, Florida 33133
Tel: 305-858-2900
sraffanello@coffeyburlington.com
cgoncalves@coffeyburlington.com
mromo@coffeyburlington.com
groque@coffeyburlington.com
service@coffeyburlington.com

By: /s/ Glen H. Waldman
Glen H. Waldman, Esq.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into effective January 1, 2013 ("Effective Date"), by and between ANDREW CHESNICK, having his mailing address at 1271 98 Street, Bay Harbor Islands, Florida 33154 (the "Employee"), and Dezer Development, LLC, a Florida limited liability company, having its principal office at 18001 Collins Avenue, 31st Floor, Sunny Isles Beach, Florida 33160 (the "Company").

WITNESSETH:

This Agreement is made and entered into under the following circumstances:

A. WHEREAS, the Company is engaged in the business of acquiring, managing and developing real estate in the South Florida area primarily in Miami-Dade County, Florida (the "Territory"); and

B. WHEREAS, the Company desires, on the terms and conditions stated herein, to employ Employee as the chief operating officer (COO) of the Company; and

C. WHEREAS, the Employee desires, on the terms and conditions stated herein, to be employed by the Company on a full time basis as COO of the Company.

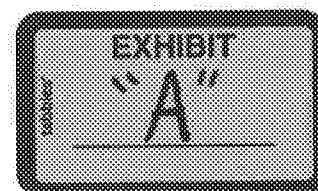
NOW, THEREFORE, in consideration of the foregoing recitals, and of the premises, covenants, terms and conditions contained herein, the parties hereto agree as follows:

1. Employment and Term. Subject to earlier termination as provided for in Section 10 hereof, the Company hereby employs the Employee, and the Employee hereby accepts employment with the Company as COO of the Company for a term commencing on January 1, 2013, and expiring five (5) years thereafter ("Term of Employment").

2. Representations and Warranties.

(a) Employee hereby represents and warrants to the Company that the Employee (i) is not subject to any written non-solicitation or noncompetition agreement affecting the Employee's employment with the Company (other than any prior agreement with the Company), (ii) is not subject to any written confidentiality or nonuse/nondisclosure agreement affecting the Employee's employment with the Company (other than any prior agreement with the Company), and (iii) has brought to the Company no trade secrets, confidential business information, documents, or other personal property of a prior employer.

(b) The Company hereby represents to Employee that the party executing this Agreement on behalf of the Company and other applicable parties has the capacity and authority to execute this Agreement and bind all parties affiliated or related to Company, including but not limited to all of the properties which involve the Company or the Dezer family set forth on



Schedule I attached hereto, and the Agreement constitutes and shall constitute the legal, valid and binding obligations of such parties.

3. Duties.

(a) As COO of the Company, Employee shall:

(1) Report directly to Gil Dezer (“Dezer”), the chief executive officer of the Company.

(2) Direct Company operations to meet budget and other financial goals set by Dezer.

(3) Direct short-term and long-range planning and budget development to support strategic business goals set by Dezer.

(4) Demonstrate successful execution of business strategies for the company.

(5) Direct and participate in acquisition and growth activities to support overall business objectives and plans set by Dezer.

(6) Participate in capital market development, including participation in road shows, bank meetings, analyst meetings, and more, as required by Dezer.

(7) Develop, establish, and direct execution of operating policies to support overall company policies and objectives established by Dezer.

(8) Any other tasks related to the business of the Company reasonably requested by Dezer.

(b) Employee shall: (i) devote the Employee’s full-time attention and energies to the business of the Company, (ii) faithfully and competently perform the Employee’s duties hereunder, and (iii) not create a situation constituting Cause as defined in Section 8(c). Employee shall not, during the term of this Agreement, engage in any other substantive business activity; *provided, however*, that Employee shall be permitted to invest Employee’s personal assets and manage Employee’s personal investment portfolio in such a form and manner as will not conflict with or detract from Employee’s duties under this Agreement, or conflict with any published policy of the Company or its affiliates. Employee shall, within 30 days of the Effective Date, cease to spend any material time on any business or investment other than the business of the Company and its affiliates during regular business hours.

4. Compensation.

(a) Base Compensation. During the Term of Employment, Employee shall be entitled to an annual base salary equal to Two Hundred Fifty Thousand (\$250,000.00) Dollars ("Annual Base Salary"), payable in equal biweekly installments by the Company, subject to the normal payroll deductions.

(b) Incentive Compensation.

(1) Employee shall receive a three percent (3%) profit participation interest (the "Incentive Compensation") of the Dezer Interest (as defined below) in all projects developed by the Company and its affiliates during the Term of Employment (the "Projects"), including but not limited to the projects listed on Schedule I attached hereto ("Existing Projects"). Such Incentive Compensation shall be subject to the vesting and distribution provisions set forth below. For purposes hereof, "Dezer Interest" shall mean the interest that Gil Dezer and/or his family members, and/or family trusts own of the applicable Projects. More specifically, the three percent (3%) amount shall be based upon the Dezer Interest only. For purposes of example, if the Dezer Interest equals a fifty percent (50%) interest in the applicable Project, then the three percent (3%) Incentive Compensation shall be based upon the "Allocable Profits" (as defined below) attributable to the Dezer Interest only. Employee shall receive a Form 1099 disclosure from the applicable Project company for the amount of the Incentive Compensation.

(2) Employee shall only receive distributions of Incentive Compensation upon liquidation of assets through the ordinary course of business, such as cash flow, sale or refinancing, and upon applicable receipt of distributions by the Dezer Interest.

(3) Within thirty (30) days of the Effective Date, Company shall cause to be confirmed the Existing Projects for which the Incentive Compensation shall apply. Upon the creation of future Projects, the Company shall likewise cause the Incentive Compensation to be confirmed.

(4) In the event Employee is involved in other Projects created or managed by the Company or its affiliates in which Employee believes he is entitled to receive Incentive Compensation in addition to those set forth on Schedule I attached hereto, Employee shall send a written notice ("Employee Notice") to Company. If the Company determines Employee is not entitled to such Incentive Compensation, the Company shall have ten (10) business days from the date of receipt of the Employee Notice to object to such claim. In the event Company does not give notice Employee written notice of such objection within the ten (10) business day period, such Project shall automatically become a supplement to those projects listed on Schedule I and constitute an Existing Project. If the Company objects to the inclusion of the applicable Project, then Employee shall not be entitled to any Incentive Compensation with respect to such Project and Employee shall have no obligation to render any services related thereto.

(5) Notwithstanding anything in this Agreement to the contrary, the Base Compensation received by Employee shall be offset against (i.e. reduce) the Incentive Compensation payable from time to time. However, no offset shall occur so that the net received by Chesnick for any one year is below \$250,000.00.

5. Incentive Compensation Vesting.

The Incentive Compensation shall be subject to the following vesting provisions:

(a) The vesting shall take place over a period of three (3) years. The initial one percent (1%) of Allocable Profits shall vest six (6) months after the execution of this Agreement subject to subsection (c) below. The second one percent (1%) of Allocable Profits shall vest at the conclusion of the second year of employment. The third one percent (1%) of Allocable Profits shall vest at the conclusion of the third year of employment. At the end of year three a total of three percent (3%) of Allocable Profits shall have vested.

(b) If the Employee is continually employed under this Agreement and entitled to Incentive Compensation distributions, then notwithstanding the vesting provisions set forth above, the Employee shall be entitled to distributions as if he was fully vested at the time of the distributions.

(c) If the Employee's employment is terminated "for cause", as defined below other than cause pursuant to Section 10(e)(2) B or C, then all vesting shall terminate and the Employee shall not be entitled to any Incentive Compensation. However, if the "for cause termination" is pursuant to Section 10 (e) (2) A, then Employee shall retain his Allocable Profits that have vested at the time of the termination pursuant to the terms of the Agreement set forth above in Section 5 (a).

(d) If the Employee's employment with the Company is terminated without cause, then Employee shall be entitled to the Incentive Compensation that has vested as of the effective date of such termination. Thus for example if Company was to terminate Employee without cause 11 months into the second year of the Agreement, Employee would be entitled to a vested amount of one point nine one six percent (1.916666%).

6. Allocable Profits.

For purposes of this Agreement, Allocable Profits shall equal cash distributed with respect to a Project on account of the Dezer Interest, after the payment and/or reserve for the following:

(a) The repayment of all capital contributions and loans on account of the Dezer Interest;

(b) Payment of a return on cash contributions and/or interest on loans as determined by Dezer, with respect to the Dezer Interest in an interest amount not to exceed ten percent (10%); and

(c) Management fees or other compensation for services rendered by Dezer and/or any of his affiliated entities to the extent that these fees or other compensation are included with the project budget.

(d) Reasonable reserves for future contingent expenses.

The Incentive Compensation, if any, shall be payable as follows: (A) quarter annually commencing thirty (30) days after the turnover of control of the condominium association to unit owners other than the developer, and (B) commencing after the project is developed and producing net cash flow, annually from net cash flow within thirty (30) days after the end of each fiscal year, for an income producing project.

7. Vacation. Employee shall be entitled to three (3) weeks paid vacation (selected by Employee, but subject to the reasonable business requirements of the Company as determined by the CEO), except that one of the weeks will be the week between Christmas and New Years, during each year of the Term of Employment. Vacation granted but not used in any year may not be carried over to any subsequent year. Employee's vacation shall not be reduced by holidays observed by the Company or personal/sick days taken in accordance with Company policy.

8. Fringe Benefits. Employee shall be entitled to participate in the Company's medical, and dental plan on a basis that is at least as favorable as that provided to other similarly situated executives of the Company.

9. Expenses. The Company shall pay or reimburse Employee for out-of-pocket expenses reasonably incurred or paid by Employee in connection with the performance of his duties hereunder, upon compliance with the Company's procedures for expense reimbursement including the presentation of expense statements or receipts or such other supporting documentation as the Company may reasonably require. Such reimbursement shall include the portion of Employee's mobile phone expenses that are related to conducting business for the Company.

10. Termination. Notwithstanding the provisions of Section 1 hereof, the Term of Employment shall terminate prior to the end of the period of time specified in Section 1, immediately upon:

(a) The death of the Employee; or

(b) The Employee's Disability during the Term of Employment. For purposes of this Agreement, the term "Disability" shall mean the inability of the Employee, arising out of any medically determinable physical or mental impairment, to perform the services required of

the Employee hereunder for a period of ninety (90) consecutive days or for a period of one hundred twenty (120) days during any twelve (12) month period; or

(c) Upon thirty (30) days prior notice of termination by the Company without cause; or

(d) Employee resigning from the Company; or

(e) The Employee is terminated "For Cause", as defined below.

(1) The Company may terminate the employment of Employee hereunder For Cause. Notice of any such termination shall be in writing and shall be effective upon receipt by the Employee, subject to the cure provisions set forth below. Any notice of termination for Cause shall specify the particular grounds therefore in reasonable detail. In the event that the employment of Employee is terminated For Cause as hereinafter defined, Employee shall be entitled to Incentive Compensation from the Company as defined in Section 5c above and shall be paid accrued but unpaid Annual Base Salary. Except as otherwise expressly provided in this Agreement and specifically in Section 5c above, from and after the date of any termination of Employee's employment hereunder pursuant to this subparagraph 10(e), the Company shall have no further obligations (for the payment of Base Compensation or Incentive Compensation or otherwise) to Employee.

(2) As used herein, the following shall constitute "For Cause" for termination: (A) Employee's failure or refusal to perform his lawful duties and responsibilities hereunder, which failure is not cured by Employee within ten (10) business days following written notice by the Company specifically describing such failure (the "Cure Period"); For purposes of this specific subsection, dissatisfaction with the performance of Employee shall not be enough to invoke termination for cause and the penalties that are associated with such termination. (B) Employee's commission of any illegal act or failure to comply with the law which materially and adversely affects the name or goodwill or business of the Company or which constitutes a felony or an act of moral turpitude; or (C) Employee's commission of any material act of dishonesty or fraud.

In the event of termination of this Agreement pursuant to this Section 10, Employee or the Employee's estate, as appropriate, shall be entitled to receive the Annual Base Salary provided for herein up to and including the effective date of termination, prorated on a daily basis as well as the vested Incentive Compensation set forth in Section 5c above, and only in the event of termination pursuant to Section 10(a), 10(b) or 10(c), Employee shall receive Incentive Compensation in accordance with Section 5 d above.

11. Indemnification.

(a) To the fullest extent permitted by applicable law, as it presently exists or may hereafter be amended, the Company shall indemnify Employee against any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, against

Employee or in which Employee are otherwise involved arising by reason of Employee's status as a director, officer, employee and/or agent of the Company and shall pay the expenses, including attorneys' fees, incurred by Employee in defending any such action, suit or proceeding in advance of its final disposition. The provisions of this Section 11 shall in no way limit, and shall be in addition to, Employee's rights to indemnification and advancement of expenses provided under the By-Laws of the Company. Employee will at all relevant times be covered under any contract of directors and officers liability insurance that covers directors or officers of the Company, and the Company shall at all times during which Employee are serving as a director or officer maintain commercially reasonable levels of directors and officers liability insurance. Employee's right to indemnification shall apply as provided herein notwithstanding the availability of any indemnification rights Employee may have from other sources, except to the extent that Employee have already been paid (and are not obligated to repay) such other indemnification.

(b) Employee shall indemnify the Company, its affiliates and their owners, managers, members, officers and directors from and against all costs, claims, damages, including attorneys fees and court costs, resulting from Employee's breach of his obligations or duties under this Agreement.

12. Noncompetition and Restrictive Covenants.

(a) During Term. During the Employee's employment with the Company, the Employee shall not, individually or jointly with others, directly or indirectly, whether for Employee's own account or for that of any other person or entity, engage in or own or hold any direct or indirect ownership interest or have a financial interest in any person or entity engaged in any direct or indirect competition with the Company and/or its affiliated entities and/or any of the Projects.

(b) Limitation. Notwithstanding subsection (a), it shall not be a violation of this Section 10 for Employee to own a one percent (1%) or smaller interest in any corporation required to file periodic reports with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, or successor statute.

(c) Solicitation of Employees. Employee acknowledges and agrees that his position with the Company places him in a position of confidence and trust with respect to the Proprietary Information (as defined below). Employee consequently agrees that it is reasonable and necessary for the protection of the goodwill of the Company that Employee make the covenants contained herein. Accordingly, Employee agrees that during the term of this Agreement and, at the Company's sole discretion, for a period of one (1) year after the termination of Employee's employment hereunder, Employee will not, without the prior written consent of the Company, (i) persuade or attempt to persuade any client of the Company, and/or its subsidiaries or affiliates with which Employee was directly involved, as of the date of the termination of Employee's employment to cease doing business with, or to reduce the amount of business it does with, the Company and/or its subsidiaries or affiliates with which Employee was

directly involved; or (ii) solicit the business of any client of the Company, and/or its subsidiaries or affiliates with which Employee was directly involved, as of the date of the termination of Employee's employment hereunder, with respect to any product or service that directly competes with the products or services of the Company and/or its subsidiaries or affiliates with which Employee was directly involved as of the date of termination of Employee's employment; or (iii) soliciting current employees to leave the employment of the Company.

(d) Non-Disparagement. Employee agrees not to disparage the Company or the Company's officers, directors, employees, shareholders, managers, Managing Member, agents and customers, in any manner likely to be harmful such persons or the Company or the business, business reputation or personal reputation, of either. The Company's managers agree not to disparage the Employee in any manner likely to be harmful to Employee, or to the business reputation or personal reputation of Employee.

(e) Remedies Reasonable. Employee has carefully considered the nature and extent of the restrictions upon him and the rights and remedies conferred upon the Company under this Section 12 and Section 13 below and hereby acknowledges and agrees that the same are reasonable, do not stifle the inherent skill and experience of Employee, would not operate as a bar to Employee's sole means of support, are required to protect the legitimate interests of the Company and do not confer a benefit upon the Company disproportionate to the benefit otherwise afforded him by this Agreement.

(f) Certain Remedies. The parties hereto acknowledge that in the event of a breach or a threatened breach by Employee of any of his obligations under Sections 12 or 13 of this Agreement, the Company will not have an adequate remedy at law. Accordingly, in the event of any such breach or threatened breach by Employee, the Company shall be entitled to such equitable and injunctive relief as may be available to restrain Employee and any business, firm, partnership, individual, corporation or entity participating in such breach or threatened breach from the violation of the provisions hereof. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies available at law or in equity for such breach or threatened breach, including the recovery of damages. If any legal action is required to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees as determined by the court or tribunal.

13. Confidentiality.

(a) Employee shall not, at any time during the Term of Employment or at any time thereafter, regardless of the manner, reason, time or cause thereof, directly or indirectly reveal, report, publish, disclose, transfer or furnish to any person not entitled to receive the same, any Proprietary Information (as hereinafter defined). The term "Proprietary Information" means all information of any nature whatsoever, and in any form, which at the time or times concerns or relates to any aspect of the business of the Company and/or its subsidiaries, predecessors or affiliates (the "Business") and which is confidential, proprietary or not generally known to

persons engaged in businesses similar to the Business. Proprietary Information includes, but is not limited to, items, materials and information concerning the following: marketing plans or strategies; budgets; designs; promotional strategies; client preferences and policies; creative activities for clients; intellectual property and trade secrets; product plans; financial information; and all documentation, reports and data (recorded in any form) relating to the foregoing. Notwithstanding the foregoing, "Proprietary Information" shall not include industry information previously known by Employee prior to Employee beginning work for the Company and any information to the extent it becomes generally known to persons engaged in businesses similar to the Business through no fault of Employee or any information which Employee is required to disclose as a result of a subpoena or other legal process.

(b) Employee agrees that all memoranda, notes, records, papers or other documents and all copies thereof, computer disks, computer software programs and the like relating to the Business (the "Business Records") shall be the sole and exclusive property of the Company. Except for use for the benefit of the Company, Employee shall not copy or duplicate any of the Business Records, nor remove them from the Company's facilities. Employee shall comply with any and all procedures which the Company may adopt from time to time to preserve the confidentiality of Proprietary Information and the confidentiality of property of the types described immediately above, whether or not such property contains a legend indicating its confidential nature.

(c) Upon termination of Employee's employment with the Company for any reason whatsoever and at any other time upon the Company's request, Employee (or his personal representative) shall deliver to the Company all property described in this Section 13 which is in his possession or control.

14. Assignability. This Agreement and the rights and duties created hereunder, shall not be assignable or delegable by Employee. The Company shall have the right, without Employee's knowledge or consent, to assign this Agreement, in whole but not in part, to any affiliate of the Company, or any successor-in-interest of the Company, and Employee shall be bound by such assignment as long as and only as long as the assignee is controlled by Dezer and/or members of his family.

15. Captions; Terms. The captions of this Agreement are for convenience only, and shall not be construed to limit, define, or modify the substantive terms hereof.

16. Acknowledgments. Employee hereby acknowledges that the Employee has been provided with a copy of this Agreement for review prior to signing it, that the Employee has been given the opportunity to have this Agreement reviewed by Employee's attorney prior to signing it, that the Employee understands the purposes and effects of this Agreement, and that the Employee has been given a signed copy of this Agreement for Employee's own records.

17. Notices. All notices, requests, demands and other communications under this Agreement must be in writing and will be deemed given (1) on the business day sent, when delivered by hand or facsimile transmission (with confirmation) during normal business hours (with a notice contemporaneously given by another method specified in this Section 16), (2) on the business day after the business day sent, if delivered by a nationally recognized overnight courier or (3) on the third business day after the business day sent if delivered by registered or certified mail, return receipt requested, in each case to the following address or number (or to such other addresses or numbers as may be specified by notice that conforms to this Section 16):

Company: Dezer Development, LLC
18001 Collins Avenue
31st Floor
Sunny Isles Beach, Florida 33160
Attn: Gil Dezer
Fax: 305-705-9405

With a copy to: Arnstein & Lehr LLP
Attn: David Shear, Esquire
200 S. Biscayne Boulevard
Suite 3600
Miami, FL 33131
Fax: 305-402-8006

Employee: Andrew Chesnick
1271 98th Street
Bay Harbor, Islands, Florida 33154
Fax: _____

With a copy to: Heller Waldman
Attn: Glen H. Waldman
3250 Mary St # 102
Coconut Grove Fl. 33133
Fax: 305-448-4155

18. Severability. Each section, subsection, and lesser Section of this Agreement constitutes a separate and distinct undertaking, covenant, or provision hereof. In the event that any provision of this Agreement shall be determined to be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event such a limiting construction is impossible, such invalid or unenforceable provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

19. Enforcement. In the event either party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or

interpretation of any provision of this Agreement, the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' and paraprofessional fees.

20. Waiver. The failure of a party to enforce any term, provision, or condition of this Agreement at any time or times shall not be deemed a waiver of that term, provision, or condition for the future, nor shall any specific waiver of a term, provision, or condition at one time be deemed a waiver of such term, provision, or condition for any future time or times.

21. Parties. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their legal representatives, and proper successors or assigns, as the case may be.

22. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Florida without giving effect to the principles of comity or conflicts of laws thereof.

23. Consent to Personal Jurisdiction and Venue. The parties hereto hereby consent to personal jurisdiction and venue, for any action brought by either party arising out of a breach or threatened breach of this Agreement or out of the relationship established by this Agreement, exclusively in the Circuit Court in and for Miami-Dade County, Florida.

24. Affiliate. Whenever used in this Agreement, the term "affiliate" shall mean, with respect to any entity, all persons or entities (i) controlled by the entity, (ii) that control the entity, or (iii) that are under common control with the entity.

25. Execution of Further Documents. To the extent that any subsequent project qualifies for inclusion with those set forth on Schedule I and the signatures to this Agreement are insufficient by the signature below to bind such entities in order to ensure Employee's rights as set forth in Article 4 herein, Company or Dezer shall upon receipt of Exhibit A, take appropriate action to ensure securing the necessary signatures to secure Employee's interest within thirty (30) days of receipt of the Employee Interest Notice. To the extent the Company fails to do so within such thirty (30) day period, Dezer shall be personally liable for such interest.

26. Amendments. No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all signatories to this Agreement.

27. WAIVER OF JURY TRIAL. ALL PARTIES TO THIS AGREEMENT KNOW AND UNDERSTAND THAT THEY HAVE A CONSTITUTIONAL RIGHT TO A JURY TRIAL. THE PARTIES ACKNOWLEDGE THAT ANY DISPUTE OR CONTROVERSY THAT MAY ARISE OUT OF THIS AGREEMENT WILL INVOLVE COMPLICATED AND DIFFICULT FACTUAL AND LEGAL ISSUES.

THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.


THE PARTIES INTEND THIS WAIVER OF THE RIGHT TO A JURY TRIAL BE AS BROAD AS POSSIBLE. BY THEIR SIGNATURES BELOW, THE PARTIES PROMISE, WARRANT AND REPRESENT THAT THEY WILL NOT PLEAD FOR, REQUEST OR OTHERWISE SEEK TO HAVE A JURY TO RESOLVE ANY AND ALL DISPUTES THAT MAY ARISE BY, BETWEEN OR AMONG THEM.

28. Entire Agreement; Counterparts. This Agreement and the agreements referred to herein constitute the entire agreement between the parties hereto concerning the subject matter hereof, and supersede all prior memoranda, correspondence, conversations, negotiations and agreements. This Agreement may be executed in several identical counterparts that together shall constitute but one and the same Agreement. Facsimile or emailed copies shall be deemed originals. Facsimile or email copies shall be deemed originals.

[Balance of Page Intentionally Blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

“EMPLOYEE”


Witness Ishmael Perez



ANDREW CHESNICK



Witness TRACY ARVIN

“COMPANY”

DEZER DEVELOPMENT, LLC


Witness Ishmael Perez

By: 
GIL DEZER


Witness TRACY ARVIN

Schedule I

<u>Property/Project Name</u>	<u>Project Description</u>	<u>Project Location</u>
Porsche Design Tower	132 Unit Condominium development	Sunny Isles Beach, Florida
Epicure Acquisition	Possible Publix development/ property exchange or re-positioning	Sunny Isles Beach, Florida
Office Development	Proposed 150,000 SF office building development	Sunny Isles Beach, Florida
Solis	136 Unit Condo Development	15701 Collins Avenue, Sunny Isles Beach, Florida

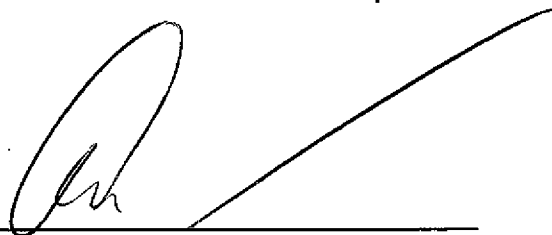
Only if this project is developed as a Condominium project by Dezer then it shall be included within those as part of Incentive Compensation, and excluding any profit made by Dezer as a result of the purchase of the loan and other liens encumbering such project and the foreclosure of such loan and/or liens.

Employee Notice

July 8, 2013

Pursuant to the terms of the Employment Agreement and in connection with paragraph 4 (b)(4), Incentive Compensation; please see required notice to advise of the inclusion of the "Seashore Club Condominium project", ("Seashore"), a proposed condominium development in joint venture between Dezer and Related Group of Florida and Rockpoint in the approximate respective initial equity ownership interests, 5%, 5% and 90%. The proposed profit sharing should approximate 25%, 25% and 50% respectively for Dezer, Related and Rockpoint, of which Andrew chesnick will participate pursuant to his Employment Agreement on the Dezer interests only. The contemplated project is proposed for ^{Approximately} ~~a minimum~~ of 250 unit luxury condominium tower to provide at least 650,000 saleable SF.

Agreed:



Gil Dezer

Employee Notice

November 20, 2013

Pursuant to the terms of the Employment Agreement and in connection with paragraph 4 (b)(4), Incentive Compensation; please see required notice to advise of the inclusion of the "Hyde Midtown Condominium project", ("Midtown"), a proposed condominium development in joint venture between Dezer and Related Group of Florida in the approximate respective initial equity ownership interests, 50% and 50%. The proposed profit sharing should approximate 50% and 50% respectively for Dezer, and Related, of which Andrew Chesnick will participate pursuant to his Employment Agreement on the Dezer interests only. The contemplated project is proposed for a minimum of 400 unit condominium tower with 60 condominium hotel rooms and hotel features to provide at least 430,000 saleable SF. The current project proforma estimates the net profit to Dezer of \$23,622,669, not including any proceeds from the sale of the hotel component.

Agreed: _____

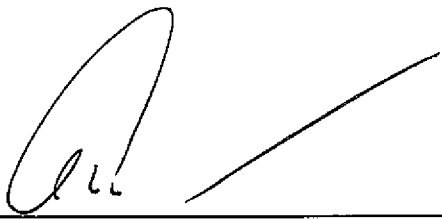
A handwritten signature in black ink, appearing to read 'Gil Dezer', is written over a horizontal line. The signature is fluid and cursive.

Gil Dezer

Employee Notice

December 18, 2013

Pursuant to the terms of the Employment Agreement and in connection with paragraph 4 (b)(4), Incentive Compensation; please see required notice to advise of the inclusion of the "Intracoastal Mall", ("ICM"), an acquisition of an existing 234,026 SF retail center located at 163rd Street in North Miami Beach, FL, which has future development rights for a mixed-use development and proposed condominium development. Andrew Chesnick will participate pursuant to his Employment Agreement on the Dezer interests only. Any participation in the current cashflow is subject to the 10% return on the Dezer's current investment.

Agreed:  _____

Gil Dezer