

PLEASE FURNISH FOLIO NUMBER

RECEIVED 85-460 JUL 5 1985

ZONING HEARING SECTION DADE CO. BLDG. & ZONING DEPT. BY [Signature] Date Received Stamp

Sec. 33 Twp. 56 Rge. 39

PLEASE TYPE OR PRINT LEGIBLY, IN INK, ALL INFORMATION ON APPLICATION.

1. Name of Applicant Vickie Cotrone Enterprises, Inc.

- a. if applicant is owner, give name exactly as recorded on deed. b. if applicant is lessee, attach copy of lease and Owner's Sworn-to-Consent form. c. if applicant is corporation, partnership, limited partnership, or trustee, a separate Disclosure of Interest form must be completed.

Mailing Address 27150 S.W. 157th Avenue

City Homestead State Florida Zip 33030

Tel.# (during working hours) 245-6367

2. Name of Property Owner Naranja Lakes Development Corp.

Mailing Address 50 Coconut Row, Suite 114

City Palm Beach, State Florida Zip 33480

Tel. # (during working hours) 1/832-4302

3. Contact Person Clifford A. Schulman, Esquire

Mailing Address Greenberg, Truarig, et al, 1401 Brickell Avenue

City Miami, State Florida Zip 33131

Tel. # (during working hours) 579-0613

4. LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THE APPLICATION.

- a. if subdivided, provide lot, block, complete name of subdivision, plat book and page number. b. if metes and bounds description, provide complete description, including section, township and range. c. submit six (6) copies of a survey, if property is odd-shaped (1" to 300' scale). d. if separate requests apply to different areas, provide the legal description of each area covered by a separate request.

[Handwritten signature and crossed-out text]

Tract D, Naranja Lakes Shopping Plaza, P.B. 120 page 59.

5. Address or location of subject property: 27355 South Dixie Highway D-13, Naranja, Florida 33030

6. Size of property: Apprx. 5655 sq. ft. X Stone units ft. Acres

7. Date subject property acquired () or leased (XXX) 31st day of May, 19 85. Term of lease 10 (Ten) years/months.

8. Does property owner own contiguous property to the subject property? If so, give complete legal description of entire contiguous property.

NO

Yes, See Exhibit "B" for legal Description of entire contiguous Property.

9. Is there an option to purchase () or lease (XXX) the subject property or property contiguous thereto, predicated on the approval of this application? [X] yes or [] no If yes, who are the potential purchasers or lessees?

Applicant - Vickie Cotrone Enterprises, Inc.

10. Present zoning classification(s): BU-1A

11. REQUESTS COVERED UNDER THIS APPLICATION:

Please check the appropriate box and give a brief description of the nature of the request in the space provided.

() District Boundary Change(s):
Zone classifications requested _____

() Unusual Use _____

(X) Use Variance NIGHT CLUB IN BR-1A

() Non-use Variance _____

(XXX) Special Exception To construct a bar & SPACING.

() Modification of previous resolution/plan _____

12. Has a public hearing been held on this property within the last year? [?] yes [] no

If yes, applicant's name _____

Date of hearing _____

Nature of hearing _____

Decision of hearing _____

Resolution # _____

13. Is this hearing being requested as a result of a violation notice? [] yes [XXX] no

If yes, give name to whom violation notice was served _____

Nature of violation _____

14. Are there any existing structures on the property? [XXX] yes [] no

If yes, briefly describe Restaurant and Lounge

15. Is there any existing use on the property? [] yes [XXX] no

If yes, what is the use and when was it established? Use SHOPPING CTR

UNDER CONST. Established _____

OWNER OR TENANT AFFIDAVIT

I, _____, being first duly sworn, depose and say that I am the owner/tenant of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketch data and other supplementary matter attached to and made a part of the application are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before a hearing can be advertised.

Signature

Sworn to and subscribed to before me this _____ day of _____, 19 ____.

Notary Public

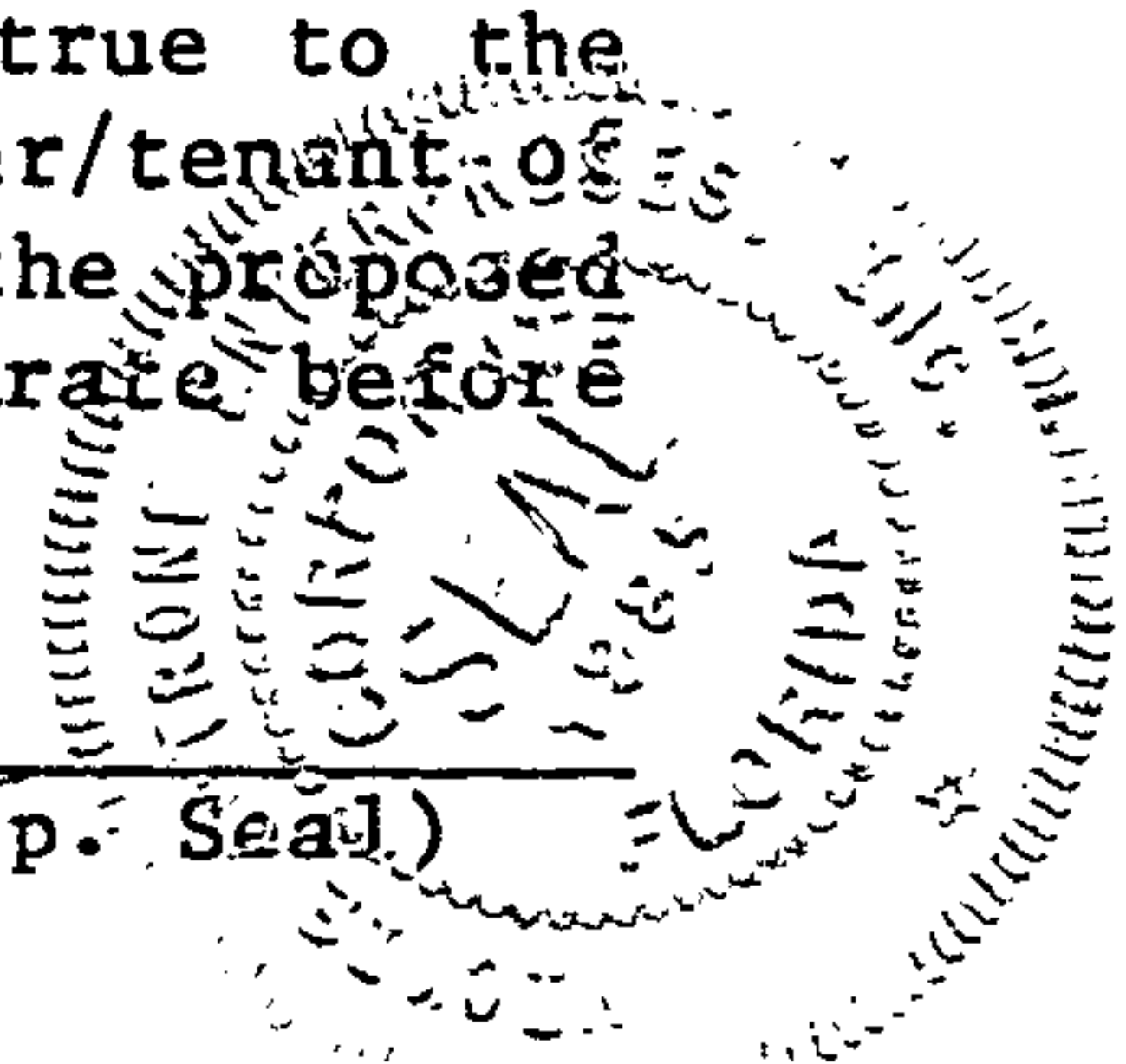
Commission Expires: _____

CORPORATION AFFIDAVIT

I
We, VICTORIA COTRONE, being first duly sworn depose and say that we are the President/Vice-President, and Secretary/Asst. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; that all answers to the questions in said application and all sketches, data and other supplementary matter attached to and made a part of this application are honest and true to the best of our knowledge and belief; that said corporation is the owner/tenant of the property described herein and which is the subject matter of the proposed hearing. We understand this application must be complete and accurate before a hearing can be advertised.

ONLY OFFICER

Victoria Cotrone
President's Signature (Corp. Seal)



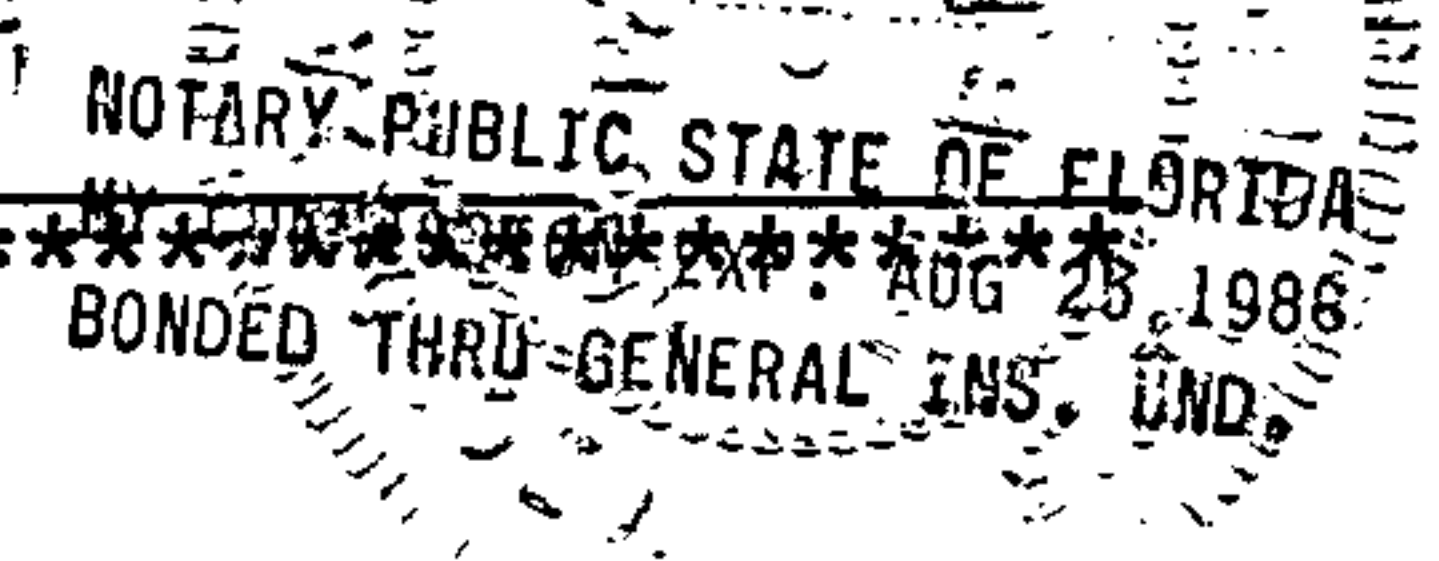
ATTEST:

Secretary's Signature

Sworn to and subscribed to before me this 28 day of June, 19 85.

Victoria L. Casato
Notary Public

Commission Expires _____



PARTNERSHIP AFFIDAVIT

We, the undersigned, being first duly sworn depose and say that we are partners of the herein after named partnership, and as such, have been authorized to file this application for a public hearing; that all answers to the questions in said application and all sketches, data, and other supplementary matter attached to and made a part of this application are honest and true to the best of our knowledge and belief; that said partnership is the owner/tenant of the property described herein which is the subject matter of the proposed hearing. We understand this application must be complete and accurate before a hearing can be advertised.

(Name of Partnership)

By _____ %

By _____ %

By _____ %

By _____ %

Sworn to and subscribed to before me this _____ day of _____, 19 ____.

Notary Public

Commission Expires _____

ATTORNEY AFFIDAVIT

I, _____, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the Owner of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketch data and other supplementary matter attached and made a part of this application are honest and true to the the best of my knowledge and belief. I understand this application must be complete and accurate before a hearing can be advertised.

Signature

Sworn to and subscribed to before me this _____ day of _____, 19 ____.

Notary Public

Commission Expires _____

EXHIBIT B

LEGAL DESCRIPTION
OF CONTIGUOUS PROPERTY

A portion of Tract D, of Naranja Lakes Shopping Plaza, according to the plat thereof, as recorded in Plat Book 120, at page 59 of the Public Records of Dade County, Florida being more particularly described as follows:

Commence at South 1/4 Corner of Section 33, Township 56 South, Range 39 East, then North 0°, 49', 13" West for a distance of 790.57 feet to a point on the center line of U.S. Highway No. 1; thence North 41°, 17', 44" East along said U.S. Highway No. 1 center line for a distance of 1,310.85 feet to a point of intersection of said center line with the center line of Naranja Lakes Boulevard; thence South 48°, 42', 16" East along the center line of said Naranja Lakes Boulevard for a distance of 58.00 feet; thence North 41°, 17', 44" East along the Southerly extension of the Southeasterly right-of-way of U.S. Highway No. 1 and along said Southeasterly right-of-way of U.S. Highway No. 1 for a distance of 690.00 feet to the point of the beginning of the parcel of land herein described. Thence South 48°, 42', 16" East for a distance of 347.50 feet; thence South 41°, 17', 44" West for a distance of 298.29 feet; thence South 41°, 17', 44" West for a distance of 609.33 feet to a point of intersection with the Easterly right-of-way of Naranja Lakes Boulevard; thence South 48°, 42', 16" East along said Easterly right-of-way for a distance of 42.43 feet; thence North 41°, 17', 44" East for a distance of 120.00 feet; thence North 81°, 17', 44" East for a distance of 140.00 feet; thence North 41°, 17', 44" East for a distance of 347.69 feet; thence South 77°, 27', 28" East for a distance of 116.95 feet; thence North 12°, 32', 32" East for a distance of 365.00 feet; thence North 48°, 42', 16" West for a distance of 605.18 feet; thence South 41°, 17', 44" West for a distance of 100.00 feet; thence North 48°, 42', 16" West for a distance of 100.00 feet to a point of intersection with the Southeasterly right-of-way of U.S. Highway No. 1, thence South 41°, 17', 44" West along said Southeasterly right-of-way for a distance of 211.18 feet to the point of beginning.

Legal changed to all of Tract "D"

OWNERSHIP AFFIDAVIT

(CORPORATION)

I, Robert L. Miller, being duly sworn, depose and say that I am the President (office held) of the Naranja Lake Development Corp. (name of corporation), and I have affixed the official corporate seal hereto, and represent that the above-named corporation is the legal owner of record of the property described and which is the subject of the proposed public hearing.

THIS AFFIDAVIT IS SUBJECT TO PENALTIES OF LAW (PERJURY) AND TO POSSIBLE VOIDING OF ANY ZONING ACTION GRANTED AT A PUBLIC HEARING.

Robert L. Miller (Seal)
(Signature)

Patricia R. [Signature]
(Witness)

Cynthia C. George
(Witness)

Sworn to and subscribed before me, this 28 day of June, 19 85

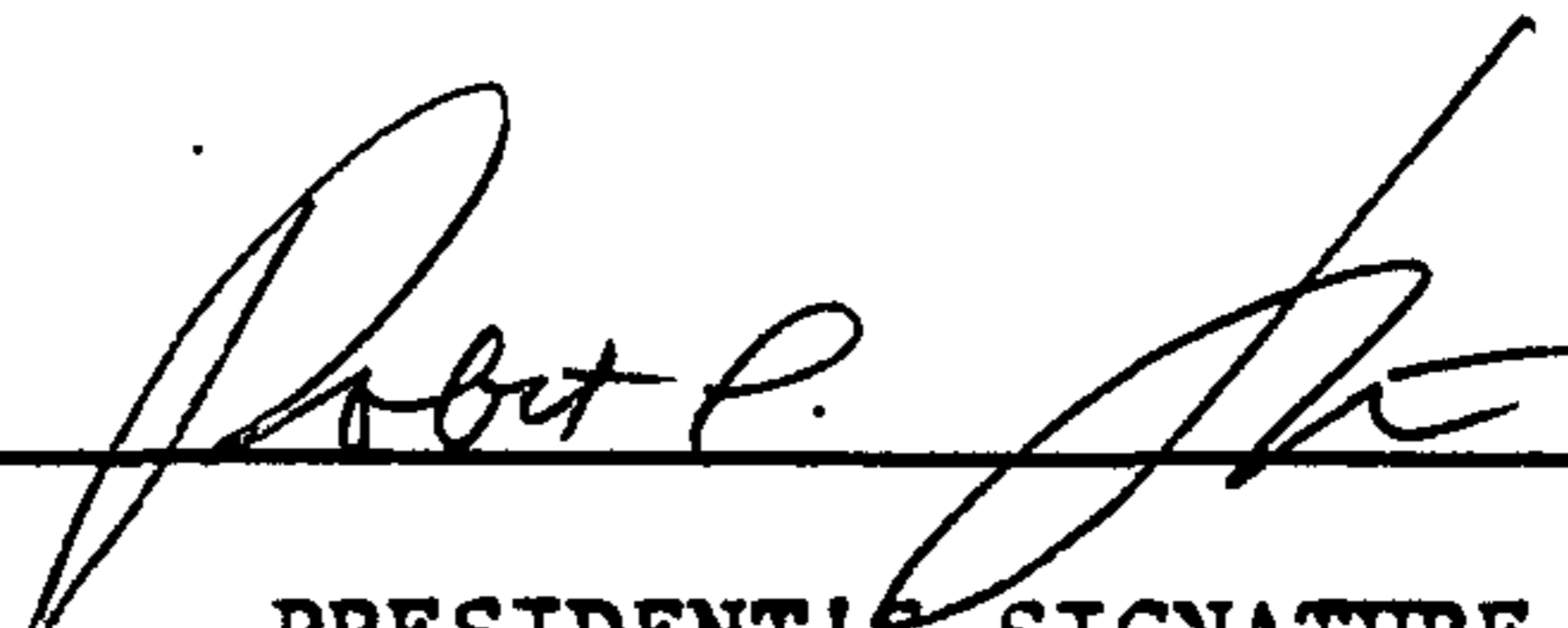
[Signature] (SEAL)
Notary Public, State of Florida at Large

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JULY 31, 1988
BONDED THRU GENERAL INS. UND.

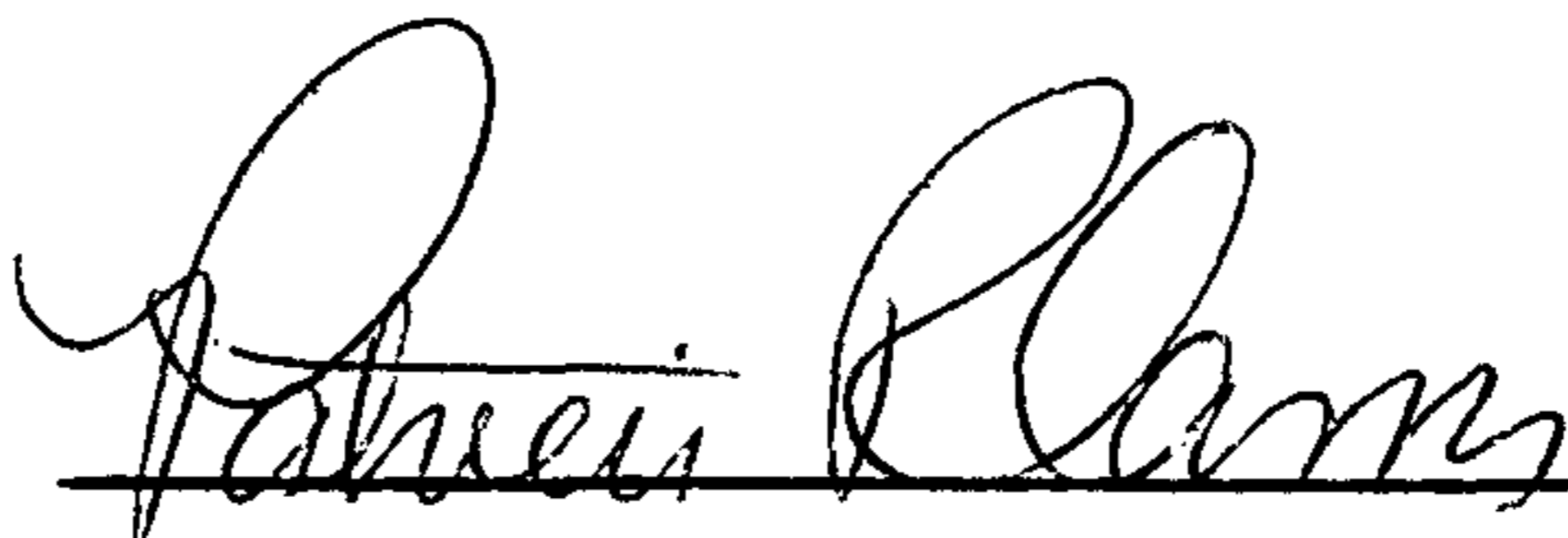
OWNER'S SWORN TO CONSENT (CORPORATION)

PERMITTING TENANT TO FILE FOR A HEARING

We, Robert L. Miller and Patricia R. Iams,
being first duly sworn, depose and say that we as the President/Vice-
President, and Secretary/Assistant Secretary of the aforesaid
Corporation, are owners of the property described and which is the
subject property matter of the proposed hearing, and do hereby
authorize Vickie Catrone
to file this application for a public hearing.

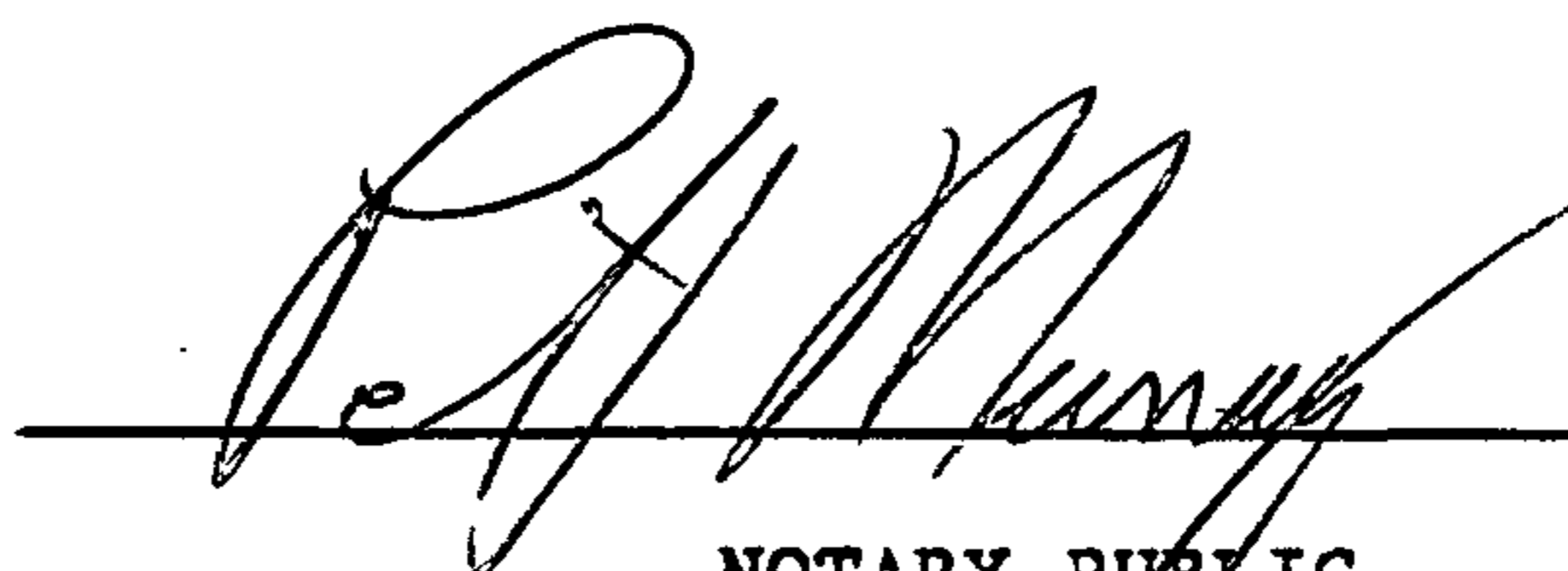

PRESIDENT'S SIGNATURE

(CORP. SEAL)


SECRETARY'S SIGNATURE

Sworn and Subscribed to before me

this 28 day of June, 19 85


NOTARY PUBLIC

Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 31, 1988
BONDED THRU GENERAL INS. UND.

INDEX TO SHOPPING CENTER LEASE

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LANDLORD: NARANJA LAKES DEVELOPMENT CORP.

TENANT: VICKIE COTRONE ENTERPRISES, INC.,

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LEASE

THIS INDENTURE OF LEASE MADE AND ENTERED INTO AT Palm Beach, Florida, this 1st day of June, 1985, by and between NARANJA DEVELOPMENT CORP. hereinafter called "LANDLORD", 50 Coconut Row, Suite 114, Palm Beach, Florida 33480, and VICKIE COTRONE ENTERPRISES, INC., hereinafter called "TENANT", Mailing Address: 27150 SOUTHWEST 157 AVENUE HOMESTEAD, FLORIDA 33030.

WITNESSETH:

ARTICLE I
DEFINITIONS

Section 1.1 - Defined Terms.

Wherever used in this Lease, the following terms shall be construed to mean as follows:

(a) "SHOPPING CENTER" shall mean those buildings, land and common areas which are owned by the Landlord herein as shown on the Plot Plan, hereinbefore referred to as "Exhibit A".

(b) "PREMISES" shall mean the specific demised store building leased to the Tenant by the Landlord now existing or to be constructed in the Shopping Center. Said Premises are outlined in Red on the Plot Plan for the sole purpose of more specifically locating said area.

(c) "COMMON AREAS" shall mean all that vacant, landscaped or improved area in said Shopping Center (whether or not shown on Exhibit "A" or made available hereafter) provided for by the Landlord for the common or joint use and benefit of the tenants and occupants of the Shopping Center, their employees, agents, servants, customers and other invitees, including without limitation the parking areas, driveways, aisles, sidewalks, loading docks, passageways, stairs, ramps, and other common service areas subject to the conditions hereinafter set forth.

(d) "LEASE YEAR" as used herein shall mean each consecutive twelve-month period beginning with the first day of January 1, 1986, and each anniversary date thereof. The First Lease Year shall also include any period of time for which Tenant is obligated to pay rent between the Rental Commencement Date, as hereinafter defined, and the Commencement Date of the Term. Said period of time shall be known as the "FIRST PARTIAL LEASE YEAR".

(e) "MAJOR TENANTS" shall mean those tenants known as department stores, chain stores or similar tracts or stores in the Shopping Center, including K-MART, SUN SUPERMARKET, REVCO DRUG STORE.

ARTICLE II
EXHIBITS

Section 2.1 - Exhibits.

The following exhibits are attached hereto and made a part of this Lease:

- EXHIBIT "A-1" - Site Plan
- EXHIBIT "A" - Working Drawings of VILLAGE OF NARANJA LAKES
- EXHIBIT "B" - Landlord's Work
- EXHIBIT "C" - Tenant's Work
- EXHIBIT "D" - Restriction on Use
- EXHIBIT "E" - "Subject to" Clause
- EXHIBIT "F" - Lease Extension
- EXHIBIT "G" - Personal Guarantee
- EXHIBIT "H" - Sign Agreement

ARTICLE III
PREMISES

Section 3.1 - Demised Premises.

In consideration of the payment of all Rentals and the performance of the covenants as hereinafter set forth, the Landlord demises unto Tenant, and Tenant leases from Landlord, subject to all conditions, easements and encumbrances of record, for the Term and upon the terms and conditions set forth in this Lease, the Premises described as follows:

- (a) Address 27355 SOUTH DIXIE HWY. D-13, NARANJA, FL 33030
- (b) Unit No. 13, 14, 15 containing approximately 5655 square feet

Measuring: Approx. Depth 89 and further outline shown on Exhibit "A".

All sidewall measurements are from the outside of exterior walls and the center of interior walls. All depth measurements are from the outside of the front and rear walls.

Section 3.2 - Gross Leaseable Area.

(a) The above square footage of floor space, unless adjusted and approved by the Landlord and Tenant in writing before the commencement of construction of the Premises, shall be known as the Gross Leaseable Area of Tenant's Premises and shall be used in all computations of additional charges referring to Gross Leaseable Area.

(b) The Minimum Rent and the Percentage Rent Breakpoint shall be adjusted proportionately with any adjustment of Gross Leaseable Area.

Section 3.3 - Landlord's Reservation.

Landlord reserves to itself the roof and exterior walls of the building containing the Premises and of the Premises, and reserves the right to place, maintain, repair and replace utility lines, pipes, ducts, conduits, wires and tunneling and the like in, over, under and through the Premises as may be reasonably necessary or advisable for the servicing of the Premises or of other portions of the Shopping Center development in locations which will not materially interfere with Tenant's use of its Premises.

ARTICLE IV
COMMON AREAS

Section 4.1 - Use.

(a) Landlord grants to Tenant and its agents, employees and customers, a non-exclusive license to use the common areas in common with other tenants, their agents, employees and customers during the term of this Lease and any renewal period thereof, subject to the exclusive control and management thereof at all times by Landlord and subject further to the rights of Landlord as set forth in Section 4.2 herein.

(b) The Landlord reserves to itself the right to construct and lease Kiosks and sales areas on any portion of the Common Areas of the Shopping Center.

(c) The Landlord represents and warrants that any agreements with Major Tenants or owners of tracts within the Shopping Center as shown on Exhibit "A" herein, will provide that the Common Areas of the Shopping Center and of said tracts will, at all times, be open and available for reciprocal use and parking by all customers and invitees of the tenants of the Shopping Center in common with the customers and invitees of said tracts.

(d) No tenant, organization, individual, or any other entity shall use the Common Areas for any other purpose than herein designated, nor shall anyone have the right to authorize the use of any of the Common Areas except the Landlord herein.

Section 4.2 - Management and Operation of Common Areas.

(a) Landlord will operate and maintain or will cause to be operated and maintained, the Common Areas in a manner deemed by Landlord to be reasonable and appropriate and in the best interest of the Shopping Center. Landlord will have the right to (1) establish, modify and enforce reasonable and uniform rules and regulations with respect to the Common Areas; (2) to enter into, modify and terminate easements and other agreements pertaining to the use and maintenance of the parking areas and other common areas; (3) to provide for employee parking and formulate rules and regulations for the same; (4) to close all or any portion of said parking areas or other common areas to such extent as may, in the reasonable opinion of the Landlord be necessary to prevent a dedication thereof or the accrual of any right to any person or to the public there; (5) to close temporarily any or all portions of the Common Areas for repairs or refurbishing; (6) to discourage non-customer parking; (7) to do such other acts in and to said areas and improvements as in the exercise of good business management, Landlord shall deem to be advisable.

(b) All expenses in connection with the said maintenance and operation of the Common Areas shall be charged to and paid for by the Tenant in a manner set forth in Section 12.2.

ARTICLE V
CHANGES AND ADDITIONS TO CENTER AND PLOT PLAN

Section 5.1 - Plot Plan.

The Plot Plan known as Exhibit "A" is for the sole purpose of showing the approximate shape, design, proposed land areas and location of the buildings and said shopping center development.

Section 5.2 - Changes to Center and Plot Plan.

Landlord reserves the right at any time and from time to time (a) to make or permit changes or revisions in its plan for the Shopping Center or the Shopping Center Area including additions to, subtractions from rearrangements of, alterations of, modifications of or supplements to the building areas, walkways, parking areas, driveways or other Common Areas, (b) to construct other buildings or improvements in the Shopping Center Area and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to build adjoining same and (c) to make or permit changes or revisions in the Shopping Center or the Shopping Center Area, including additions thereto, and to convey portions of the Shopping Center Area to others for the purpose of constructing thereon other buildings or improvements, including additions thereto and alterations thereof; provided, however, that no such changes, rearrangements or other construction shall reduce the parking areas provided by Landlord below the number of parking spaces required by law. Any changes to the Shopping Center undertaken pursuant to this paragraph shall not result in a shopping center substantially dissimilar to that which was initially represented to the tenant prior to the execution of this lease.

ARTICLE VI
IMPROVEMENTS

Section 6.1 - Landlord's Improvements.

(a) Landlord at its own cost and expense shall construct that portion of the Premises as shown in and in accordance with Exhibit "B" attached hereto or on file with the Landlord or Landlord's Architect, and made a part hereof.

(b) Landlord warrants that its work shall be delivered free and clear of liens, encumbrances and violations or conditions which may constitute violations of any laws, ordinances, or regulations relating to the use, occupancy and construction of the Premises and the building containing the same.

(c) Within ten (10) days after opening for business, Tenant shall inform the Landlord, in writing, of any items required to be performed by Landlord which are incomplete or inadequate, otherwise Tenant shall be deemed to have acknowledged that all work required to be performed in connection with the Premises and any and all obligations to be performed by Landlord on or before the opening of the Premises have been fully performed.

Section 6.2 - Tenant's Improvements.

On or before the commencement of the Term, Tenant shall at its own expense and in accordance with Exhibit "C" herein:

(i) Construct the remainder of said Premises and installations therein as shown in Tenant's Plan and/or Specifications as approved by the Landlord, or Landlord's Architect. Any installation to be made or work to be performed by the Tenant on or for the Premises shall be first approved in writing by the Landlord prior to commencement of any work by Tenant.

(ii) Secure all permits and licenses necessary for the construction of any of its installations and the prosecution of its work, and Tenant shall comply with all laws and regulations relating to the conduct of said work.

(iii) Provide and pay for all water, sewer, electricity, heat and any other utility used by Tenant or its agents for construction work on its Premises.

(iv) From the commencement of construction to the termination thereof, Tenant shall obtain on behalf of itself, or any of its contractors or subcontractors, all necessary insurance protection including but not limited to Builder's Risk Insurance in an amount equal to the contract price of Tenant's improvements, Workmen's Compensation, as required by State statute, Employers Liability Insurance, in the amount of \$100,000.00, or any other employee benefit insurance required by State or Federal law. The Landlord shall be named a party beneficiary in any of said policies.

(v) All materials, equipment and appliances used in said construction and all trade fixtures installed shall be new and first quality items.

Section 6.3 - Tenant's Trade Fixtures.

All trade fixtures, signs and apparatus (as distinguished from leasehold improvements) owned by Tenant and installed in the Premises shall remain the property of Tenant and shall be removable at any time, including upon the

terms or covenants of this Lease; and provided further that Tenant shall repair any damage to the Premises caused by the removal of said fixtures. If Tenant is in default, Landlord shall have the benefit of any applicable lien on Tenant's property located in or on the Premises as may be permitted under the laws of Florida, and in the event such lien is asserted by Landlord in any manner or by operation of law, Tenant shall not remove or permit the removal of said property until the lien has been removed and all defaults have been cured. Any of Tenant's property not removed by Tenant may be construed by Landlord as abandoned by Tenant or Landlord may order Tenant to remove said items or have the same removed at Tenant's expense.

Section 6.4 - Construction Lien.

Nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, sub-contractor, laborer or materialman for the specific performance of any labor or the furnishing of any materials or equipment for any specific improvement, alteration to or repair of the demised Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials on behalf of the Landlord that would give rise to the filing of any lien against the demised Premises or the Shopping Center.

ARTICLE VII
PLANS

Section 7.1 - Submission of Plans.

Tenant shall prepare, at its sole cost and expense, and in full compliance with the provisions of Exhibit "C" herein, complete plans and specifications for all of Tenant's work, including store front design, and shall submit such Plans and Specifications to Landlord or Landlord's designated representative for approval prior to commencement of any work. Landlord shall have twenty-one (21) days after receipt of tenant's final plans and specifications in which to approve said plans and if no action is taken by Landlord within said period of time, it shall be presumed that landlord has approved said plans.

Tenant shall submit said plans to Landlord in sufficient time to permit approval by Landlord so that Tenant's construction of its premises shall be completed on or before the commencement date of the Term or hereinafter set forth.

Section 7.2 - Tenant's Default.

Landlord, upon ten (10) days written notice to Tenant, shall have the right to cancel this Lease or to subject the Tenant to payment of damages in the event Tenant fails to follow the above section for submission of plans.

ARTICLE VIII
USE

Section 8.1 - Use.

Tenant shall use and occupy the Premises solely for A RESTAURANT WITH LOUNGE SPECIALIZING IN ITALIAN FOOD AND SEAFOOD.

Section 8.2 - Tenant's Trade Name.

Tenant shall conduct its business under the name of GIGGIES.

Section 8.3 - Prohibitions on Use.

(a) Tenant shall not use or permit or suffer the Premises, or any part thereof, to be used by anyone else or for any other business or purpose than that specifically defined and permitted by this Section and further provided that the Tenant shall not divert any portion of the Gross Leaseable Area of the Premises for any other use other than the use described above. (See Exhibit "D" attached hereto and made a part hereof by reference).

(b) Tenant shall not permit the Premises to be used in any way which will injure the reputation of, be a nuisance, annoyance, or do damage to the other tenants of the Shopping Center or the Landlord including without limitation, the same of material and merchandise objectional to Landlord and the use of audio devices, machinery and equipment creating noise or the committing of acts which will disturb, impair or interfere with the use and enjoyment of the other tenants of their respective premises within the Shopping Center.

(c) Tenant agrees not to use or allow said Premises to be used for any auction, fire, bankruptcy or "going out of business" sales therein.

Section 8.4 - Hours of Operation.

Tenant shall cause the Premises to be open for business on Monday through Saturday, from 10:00 a.m. to 9 p.m. or such additional hours or days as

tenant deems necessary, excepting closing caused by fire, strike and holidays.

Section 8.5 - Manner of Operation of Business.

(a) Tenant agrees that the above business is to be conducted in a reputable manner, in keeping with good practices as established in the trade. Tenant shall keep upon said Premises an adequate staff of employees and a full and complete stock of merchandise during business hours throughout the Term of this Lease so as to insure a maximum volume of business in and from its Premises.

(b) Tenant agrees to assume full responsibility at its own cost to keep and maintain the Premises neat, clean, in proper repair and decor, and free from waste and offensive odors, and in an orderly and sanitary condition, free of vermin, rodents, bugs and other pests.

ARTICLE IX
TERM

Section 9.1 - Term.

The Term of this Lease shall be for a period of TEN (10) years, commencing on _____, 198_, and expiring on _____, 198_.

Section 9.2 - Commencement Date Agreement.

Upon the commencement date of the Term, the Landlord and Tenant shall, upon the request of either party, execute a Supplemental Agreement in form for recording, setting forth the Commencement and Termination Dates of the Term of this Lease.

Section 9.3 - Holding Over.

If, at the expiration of the Term of this Lease or any renewal thereof, Tenant continues to occupy the Premises with or without Landlord's consent, the tenancy under this Lease shall become month-to-month terminable by either party on thirty (30) days written notice. The Tenant shall be subject to all the conditions of the previous Lease excepting the Term thereof, and shall be further subject to any changes which Landlord has given Tenant, in writing, during any thirty (30) day period for the following thirty (30) day period.

Section 9.4 - Termination.

(a) This Lease shall terminate at the end of the Term without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled to the benefit of all provisions under this Lease respecting the summary recovery of possession of the Premises from a tenant holding over to the same extent as if statutory notice has been given.

(b) For the period of three (3) months prior to the expiration of the Term, Landlord shall have the right to display on the exterior of the Premises the customary sign "For Rent" and during such period, Landlord may show the Premises and all parts thereof to prospective Tenants during normal business hours.

(c) Tenant shall deliver and surrender to Landlord possession of the Premises upon the expiration of this Lease or its termination in any way, in as good condition and repair as the same shall be at the commencement of said term except ordinary wear and tear and casualty loss covered by Insurance proceeds.

(d) The Tenant shall have no right to quit the Premises, cease to operate its business, cancel or terminate this Lease except as said right is expressly granted to the Tenant herein.

ARTICLE X
RENTAL COMMENCEMENT DATE

Section 10.1 - Commencement Date.

(a) The date upon which the Tenant shall be obligated to commence the payment of rent and all additional charges shall be known as the "Rental Commencement Date" and shall occur 90 days after possession is delivered to Tenant.

(b) Should Tenant's obligation to pay rent commence on a day other than the first day of a calendar month, the Rental Commencement Date for the purpose of this Section shall be the first day of the calendar month next following and the Tenant shall be liable for rent and all other charges due for said previous partial month on a Per Diem basis. Payment of said rent and charges shall be due and payable on the Rental Commencement Date.

Section 10.2 - Failure of Delivery of Premises to Tenant.

In the event Landlord shall be unable to deliver possession of the Premises to Tenant on any specified date or on the date of the commencement of

the term for any cause whatsoever including, but not limited to, delay in commencing construction or completing construction, or the holding over of any Tenant or Tenants, or the total failure to deliver the Premises, the rent shall not commence until the date that possession of said Premises is available to Tenant. Tenant agrees to accept such abatement of rent as liquidated damages in full satisfaction for the failure of Landlord to deliver possession on time or complete failure of delivery of possession, to the exclusion of all right and claims for damage which Tenant otherwise may have suffered as a result of Landlord's delayed or complete failure of delivery of possession.

ARTICLE XI
RENTAL

Section 11.1 - Fixed Minimum Rent.

(a) Tenant hereby covenants and agrees to pay to the Landlord, without deduction or set-off and without demand, at its office or such other place as Landlord may, from time to time, designate, as Fixed Minimum Rent for the Premises, the sum of \$45,240.00 per annum payable in equal monthly installments of \$3,770.00 for the first year of the term of this lease. Beginning in the second Lease Year and every Lease Year thereafter, the fixed minimum rent as set forth herein shall be increased in accordance with the Consumer Price Index - U.S. Average, but in no event shall the fixed minimum rent amount decrease below the amount established in the previous year. "Consumer Price Index", as used herein, shall be the "Consumer Price Index for All Urban Consumers, U.S. City Average, All Items (1967-100)" issued by the U.S. Bureau of Labor Statistics. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment); and if the U.S. Department of Commerce Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute.

(b) It is expressly agreed and understood that Landlord does not consider the Fixed Minimum Rent in itself as an adequate rental for the Demised Premises and that Landlord entered into the Lease based on Tenant obligating itself to pay the Percentage Rent as hereinafter provided for in Section 12 herein. Landlord expects the Percentage Rent to supplement the Fixed Minimum Rent in order to provide a fair and adequate rental return.

(c) A late charge of five percent (5%) of the payment due will be payable by Tenant on all payments received later than five (5) days after the payment is due and an additional one percent (1%) for each day thereafter that rent is not received in full.

(d) Should any governmental taxing authority acting under any present or future law, ordinance, or regulation, levy, assess, or impose a tax excise and/or assessment (other than an income or franchise tax) upon the Tenant for rentals payable by Tenant to Landlord, either by way of substitution for or in addition to any existing tax on land and buildings or otherwise, Tenant shall be responsible for and shall pay such tax, excise and/or assessment, or shall reimburse the Landlord for the amount thereof, as the case may be. In addition, Tenant shall pay any tax now or hereafter levied on said rent such as the presently existing sales tax.

Section 11.2 - Percentage Rent.

DELETED

Section 11.3 - Gross Revenue.

DELETED

Section 11.4 - Exclusion from Gross Sales.

DELETED

Section 11.5 - Payment.

DELETED

Section 11.6 - Reporting.

DELETED

Section 11.7 - Books and Records.

DELETED

ARTICLE XI-A

Security Deposit

Section 11.1-A - Deposit.

Tenant has previously deposited the sum of \$500.00 to be applied toward the Security Deposit and concurrently with the execution of this Lease, has deposited with the Landlord an additional sum of \$3,270.00, receipt of which is hereby acknowledged by Landlord, as a "Security Deposit". Said deposit shall be held by the Landlord without liability for interest as security for the faithful performance by Tenant of all of the terms of this Lease.

Section 11.2-A - Use and Return of Deposit

If any of the rents herein reserved or any other sum payable by Tenant to Landlord shall be overdue and unpaid or should Landlord make payments on behalf of the Tenant or Tenant shall fail to perform any of the terms of this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply said entire deposit or so much thereof as may be necessary to compensate Landlord toward the payment of Fixed Minimum Rent or Percentage Rent or loss or damage sustained by Landlord due to such breach on the part of Tenant and Tenant shall forthwith upon demand restore said security to the original sum deposited. Should tenant comply with all of said terms and promptly pay all of the rentals as they fall due and all other sums payable by Tenant to Landlord said deposit shall be returned in full to Tenant at the end of the term.

Section 11.3-A - Bankruptcy

In the event of Bankruptcy or other debtor-creditor proceedings against Tenant, such security deposit shall be deemed to be applied first to the payment of rent and other charges due Landlord for all periods prior to filing of such proceedings.

Section 11.4-A - Transfer of Deposit

Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the Premises in the event that such interest be sold and thereupon shall be discharged from any further liability with respect to such deposit, and this provision shall also apply to any subsequent transferees.

ARTICLE XII

ADDITIONAL CHARGES

Section 12.1 - Status of Charges.

In addition to all rentals provided for by this Lease, the Tenant agrees to pay to Landlord as hereinafter provided, the additional charges as described in this Section for the purposes as hereinafter set forth and shall be subject to all provisions of this Lease and of law as to default in the payment of rent.

Section 12.2 - Common Area Maintenance Charges.

(a) The term "Common Area Maintenance and Operating Charges" shall mean the costs of repair, operating and maintaining the Common Areas, and all improvements thereon, including, but not limited to resurfacing, painting, restriping, cleaning, snow, ice and rubbish removal, sweeping and janitorial services, lighting of outdoor areas, service corridors; maintenance and repair of sidewalks, curbs and Shopping Center signs; maintenance and repair of the roof or roofs; maintenance and repair of sprinkler systems, planting and landscaping areas, directional signs, bumpers and other markers; installation, maintenance and repair of any security system, fire protection systems, lighting and utility systems; storm drainage systems and any other installations; personnel to implement such services, including the cost of security guards, their equipment and uniforms; personal property taxes;

maintenance of the machinery and equipment (if rented), adequate public liability and property damage insurance on the Common Areas, not charged elsewhere in this Lease, and a reasonable allowance for supervisory and overhead charges. Landlord may cause any or all of said services to be provided by an independent contractor or contractors.

(b) Tenant shall pay its proportionate share of the Common Area Maintenance Charges as hereinbefore defined as follows:

(c) The tenant's proportionate share shall be computed by dividing the total common area maintenance charges by the square footage of the Gross Leaseable Area within the Shopping Center and the resulting quotient shall be multiplied by the Gross Leaseable Area of Tenant's Premises and shall be Tenant's proportionate share of the Common Area Maintenance Charges.

(d) Tenant's proportionate share of the Common Area Maintenance Charges shall be paid by the Tenant to the Landlord in equal monthly installments on the first day of each calendar month during the Term of this Lease in an amount equal to one-twelfth (1/12) of Tenant's proportionate share of the Common Area Maintenance Charges as estimated by Landlord for the Calendar Year. The amount due for all partial Calendar years shall be prorated on a Per Diem basis.

(e) Within forty-five (45) days after the end of each Calendar Year, the Landlord shall furnish Tenant with a written statement in reasonable detail of the actual Common Area Maintenance Charges and the amount of Tenant's proportionate share thereof for the preceding Calendar Year. Within fifteen (15) days after receipt of said statement by the Tenant, the Tenant shall pay to the Landlord any deficiency due the Landlord. Any surplus paid by the Tenant shall be credited against the next ensuing installment of Tenant's proportionate share of the Common Area Maintenance Charges, unless the amount of such surplus exceeds the amount of the next ensuing monthly installment of Tenant's share of Common Area Maintenance Charges, in which event Landlord shall refund such excess to Tenant within ten (10) days after demand.

Section 12.3 - Real Estate Taxes.

(a) For each Calendar Year or part thereof, during the Term of this Lease, or any renewal term thereof, Tenant shall pay to Landlord its proportionate share of the real estate taxes and assessments levied and assessed for any such calendar year upon the land, building, and all other improvements of the Shopping Center as previously defined except to the extent that such taxes or assessments are included in computing Common Area Maintenance Charges.

(b) Tenant's proportionate share of the said Real Estate Taxes shall be computed by dividing the total number of square feet of Gross Leaseable Area within the Shopping Center into the total Real Estate Taxes charged to the Shopping Center and the resulting quotient shall be multiplied by the Gross Leaseable Area of Tenant's Premises. Tenant shall pay its proportionate share as hereinabove described of any tax levied in substitution in whole or in part for real estate taxes.

(c) Tenant's proportionate share of the Real Estates Taxes shall be paid by the Tenant to the Landlord in equal monthly installments on the first day of each calendar month during the Term of this Lease in an amount equal to one-twelfth (1/12) of Tenant's proportionate share of the Real Estate Taxes as estimated by Landlord for the Calendar Year. The amount due for all partial Calendar years shall be prorated on a Per Diem basis.

(d) Within forty-five (45) days after the end of each Calendar Year, the Landlord shall furnish Tenant with a written statement of the actual amount of said real estate taxes and of Tenant's proportionate share thereof for the preceding Calendar Year. Landlord shall, upon request of Tenant, furnish to Tenant a copy of the real estate tax bill upon which such statement is based. Within fifteen (15) days after receipt of said statement by the Tenant, the Tenant shall pay to the Landlord any deficiency due the Landlord.

Section 12.4 - Insurance.

(a) For each Calendar Year or part thereof during the Term of this Lease or any renewal period thereof, Tenant shall pay its proportionate share, as hereinafter defined, of the cost to Landlord of Landlord's annual premiums for all risk insurance coverage and public liability insurance and all other insurance required to be maintained by Landlord under this Lease. The amount due for all partial Calendar Years shall be prorated on a Per Diem basis.

(b) Tenant's proportionate share of the said insurance costs shall be computed by dividing the total number of square feet of Gross Leaseable

Area within the Shopping Center into the total insurance charges of the Shopping Center and the resulting quotient shall be multiplied by the Gross Leaseable Area of Tenant's Premises.

(c) Tenant's share of said insurance costs shall be paid by the Tenant to the Landlord in equal monthly installments on the first day of each calendar month during the Term of this Lease, in an amount equal to one-twelfth (1/12) of Tenant's proportionate share of said insurance costs as estimated by Landlord for the Calendar Year. The amount due for all partial Calendar Years shall be prorated on a Per Diem basis.

(d) Within forty-five (45) days after the end of each Calendar year, the Landlord shall furnish Tenant with a written statement of the actual amount of said insurance costs and of Tenant's proportionate share thereof for the preceding Calendar Year. Within fifteen (15) days after receipt of said statement by the Tenant, the Tenant shall pay to the Landlord any deficiency due the Landlord. Any surplus paid by the Tenant shall be credited against the next ensuing monthly installment of Landlord's estimate for Tenant's proportionate share of such insurance charges.

ARTICLE XIII UTILITY SERVICES

Section 13.1 - Water, Electricity, Gas, Telephone and Sanitary Sewer.

Landlord will provide at points in or available to the Premises the facilities necessary to enable Tenant to obtain for the Premises water, electricity, gas (if available), telephone and sanitary sewer service. Tenant shall arrange for such utility services and necessary meters for its Premises with the appropriate public utility company or public authority supplying the same in the area in which the Shopping Center is located and shall pay all charges therefor.

Section 13.2 - Costs.

(a) The Tenant shall pay the cost for all electricity, gas, water and sewer service, telephone or other utility services as charged or metered for the Premises.

Section 13.3 - Damages.

The Landlord shall not be liable to Tenant in damages or otherwise if any one or more of said utility services or obligations hereunder is interrupted or terminated because of necessary repairs, installations, construction and expansion, non-payment of utility charges due, or by reason of governmental regulation, statute, ordinance, restriction or decree, or any other cause beyond Landlord's reasonable control. No such interruption or termination of utility service shall relieve Tenant from any of its obligations under this Lease.

ARTICLE XIV SIGNS

Section 14.1 - Tenant's Obligation.

Tenant shall only erect such signs that have been approved by the Landlord in accordance with Landlord's Sign Criteria and shall satisfy the requirements of all governmental authorities, and said signs shall be maintained in good condition by the Tenant. Tenant shall obtain all permits and licenses for its sign. Tenant shall not exhibit or affix any other type of sign, decal, advertisement, notice or other writing, awning, antenna or other projection to or on the roof or the outside walls or windows of the premises or the building of which the Premises are a part, without Landlord's written approval.

Section 14.2 - Interior Signs and Advertising.

Tenant further agrees that no advertising material of any kind except temporary price tags related to merchandise on display shall be placed within ten (10) feet of any customer door or building line of the premises or on the surface of any display window or customer door. No pennants, banners or other advertising mater shall be suspended from the ceiling or interior walls of the Premises. All window display advertising material and signs shall be in keeping in character and standards with the improvements within the Shopping Center as determined by Landlord and Landlord reserves the right to require the Tenant to correct any non-conformity.

ARTICLE XV REPAIRS AND ALTERATIONS

Section 15.1 - Repairs by Landlord.

(a) Landlord shall keep the roof, structural portions, the exterior of the Premises, parking lot and other Common Areas, in good and tenantable condition and repair during the Term of this Lease. Subject to Section 12.2, provided, however, if the need for such repair is directly or indirectly attributable to or results from the Tenant or its agents operation or acts, or is Tenant's responsibility, then in such case Tenant does hereby agree to and

shall reimburse Landlord for all cost and expenses incurred by Landlord in respect to such repairs.

(b) As used in this Section the expression "structural portion and exteriors of the Premises" shall not be deemed to include store front or store fronts, plate glass, window cases or window frames, doors or door frames. It is understood and agreed that Landlord shall be under no obligation to make any repairs, alterations, renewals replacements or improvements to and upon the Premises or the mechanical equipment exclusively serving the Premises at any time except as in this Lease expressly provided.

(c) Landlord shall not in any way be liable to Tenant for failure to make repairs as herein specifically required of Landlord unless Tenant has previously notified Landlord in writing of the need for such repairs and Landlord has failed to commence said repairs within a reasonable period of time following receipt of the Tenant's written notification, and has not diligently pursued said repairs to completion.

Section 15.2 - Repairs by Tenant.

(a) It shall be Tenant's sole responsibility, at its own expense, to keep and maintain the interior of its Premises in good condition and repair. All repairs to the Premises or any installation, equipment or facilities therein or thereabout, other than those repairs required to be made by Landlord pursuant to Section 15.1, shall be made by Tenant. Said repairs shall include but not be limited to all necessary painting and decorating, the maintenance, repair and replacement of the heating, electrical and air conditioning systems, plumbing and sewer systems, under the slab and elsewhere which exclusively serves the subject Premises, store fronts, window and other glass, entrance and service doors and window frames, and any other mechanical or operational installations, exclusively serving the Premises. Tenant shall not be responsible for repairs on the air conditioning unit or main circuit box for a period of five years after the execution of this lease; provided that any repairs are not the result of tenant's negligence or abuse.

(b) All repairs and replacements required as a result of damage caused by fire and other casualty covered by the insurance of the parties hereto shall be made by the respective parties in accordance with the conditions stated in Article XII herein. All such repairs and replacements shall be in quality and class equal to the original work or item.

(c) Notwithstanding anything contained herein, the Tenant shall, at Tenant's sole cost, repair or replace all glass contained in Tenant's premises, including but not limited to, glass in doors, storefronts and windows.

Section 15.3 - Alterations and Remodeling.

(a) The Tenant, at its own expense, shall have the right during the Term of this Lease, or any renewal thereof, to make such interior alterations, changes and improvements to the demised Premises as the Tenant may deem necessary for its use and business, provided, however, that any major remodeling of the interior and any material or structural alterations to the building or changes in the heating, ventilating and air conditioning systems shall not be made without Landlord's consent and such consent shall not be unreasonably delayed or withheld. All such alterations, changes and improvements, except trade fixtures, shall become the property of the Landlord upon installation and shall remain upon and be surrendered with the Premises upon termination of this Lease.

(b) Tenant further agrees not to make any alterations, additions or changes to any store front or sign, the exterior walls or roof of the Premises, nor shall Tenant erect any mezzanine or increase the size of same if one is initially constructed or increase the size of the Premises unless and until the written consent of Landlord shall first have been obtained, said consent shall not be unreasonably delayed or withheld. Tenant shall be directly responsible for any and all damages resulting from any violation of the provisions of this Section.

Section 15.4 - Renovation.

In the event that Landlord develops within three (3) years prior to the expiration date of this Lease, a comprehensive renovation plan for the Shopping Center which may include structural changes to conform to revised design criteria or to new additions to the Shopping Center, Tenant agrees, at its sole cost, to redesign and reconstruct its store-front and signs to conform to Landlord's revised design criteria. Landlord shall provide Tenant with revised design criteria and Tenant shall commence its renovation within ninety (90) days of receipt of said criteria and shall thereafter diligently pursue its completion, but in no event shall

tenant be required to undertake renovations costing more than \$5,000.00.

ARTICLE XVI
LIENS

Section 16.1 - Indemnification by Tenant.

Tenant shall indemnify and save harmless the Landlord against all loss, liability, costs, attorney's fees, damages or interest charges as a result of any Mechanic's Lien or any other lien caused to be filed against the Shopping Center, the Premises or Tenant's Leasehold estate herein as a result of acts or omissions of the Tenant or its agents, contractors and employees, and the Tenant shall, within thirty (30) days of the filing of any such Lien and written notice given to Tenant, remove, pay or cancel said Lien or secure the payment of any such Lien or Liens by bond or other acceptable security.

Section 16.2 - Tenant's Right of Contest.

Tenant shall have the right at all times and at its own expense to contest and defend on behalf of the Tenant or Landlord any action involving the collection, validity or removal of such Lien or Liens, upon giving adequate security to the Landlord for payment of such Lien.

ARTICLE XVII
INDEMNITY AND INSURANCE

Section 17.1 - Mutual Indemnification.

Landlord and Tenant, subject to Section 17.4 herein, shall indemnify and save each other harmless from legal action, damages, loss, liability and any other expense in connection with loss of life, bodily or personal injury or property damage arising from or out of the use or occupancy of their respective Premises or buildings of the Shopping Center occasioned wholly or in part by any contractors, employees or persons claiming through them.

Section 17.2 - Tenant's Insurance.

Tenant covenants and agrees that from and after the date of delivery of the Premises from Landlord to Tenant, and during the term of this Lease or any renewal thereof, Tenant will carry and maintain, at its sole cost and expense, the following types of insurance, in the amount specified and in the form hereinafter provided for with a deductible of not more than \$1,000.00:

(a) Public Liability Insurance. Tenant shall keep in full force and effect Public Liability Insurance and Products Liability Insurance in respect to the use and occupation of its Premises, naming both Landlord and Tenant as insured in the amount of \$500,000.00 per person and \$1,000,000.00 per occurrence on account of personal injury to or death of one or more persons and \$100,000.00 on account of damage to property, and shall deposit the policy or policies of such insurance, or a certificate or certificates thereof, with Landlord.

(b) Mechanical Equipment, Water Heater and Storage Tank Insurance. Tenant shall keep and maintain mechanical equipment, water heater and storage tank insurance on all its mechanical and hot water equipment, located in, on or about the Premises. Said insurance shall be for repair and replacement and damage that may be caused by them or resulting from them and if said insurance is not covered by Tenant's betterment and improvement insurance, then said insurance shall be by separate policy in an amount not less than \$100,000.00.

(c) Tenant's Improvements and Betterments. Tenant shall at all times during the Term hereof maintain in full force and effect, All Risk Coverage policy or policies of insurance naming both Landlord and Tenant as insured parties as their interests shall appear, covering all of Tenant's improvements and betterments in Tenant's Premises now existing or to be added, to the extent of ninety percent (90%) of their full replacement costs as updated from time to time during the Term of this Lease. In the event that Landlord has made a contribution to Tenant's improvements and betterments, then Landlord's insured interest shall not be less than the amount of said contribution.

Said policy or policies shall provide protection against any peril included within the classification "All Risk Coverage" together with insurance coverage against sprinkler damage if the Premises are sprinklered, vandalism and malicious mischief.

The proceeds of Tenant's policy to the extent of the cost of any damage or loss to the premises shall be used for the repair and replacement of the property damaged or destroyed. Landlord shall have the right to approve the plans and specifications. In the event Tenant's failure to commence, within fourteen (14) days after Landlord's approval of the plans for repair, and to diligently proceed to reconstruct or repair its portion of the

damaged or destroyed premises, to it for a period prior to said casualty, then Landlord shall have the full control of the insurance proceeds and has a right to make all necessary repairs and if the proceeds are not sufficient to cover the repairs, the Tenant shall be liable for all additional costs.

(d) Tenant Alterations. In the event that Tenant shall make alterations, additions or improvements to the Premises, Tenant agrees to keep and maintain such All Risk insurance necessary to cover any such alteration, addition or improvement. It is expressly understood and agreed that none of such alterations, additions or improvements shall be insured by Landlord under Landlord's insurance nor shall Landlord be required under any provisions for reconstruction of the Premises to either reinstall, repair or replace any such alterations, improvements or additions.

(e) Additional Hazards. Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by the Standard Form of All Risk Insurance Policy. Tenant agrees to pay any increase in premiums for All Risk Coverage Insurance that may be charged during the Term of this Lease or renewal period thereof on the amount of any insurance which may be carried by the Landlord on said Premises. Said additional premiums shall be payable by Tenant to Landlord upon ten (10) days written notice to Tenant.

(f) Tenant may maintain any of its required Insurance under Blanket Policies of Insurance covering said Premises and any other premises of Tenant, or companies affiliated with Tenant.

(g) The above mentioned Insurance Certifications are to be provided by Tenant, for a period of not less than one (1) year, and that thirty (30) days prior to the expiration of any said policy of Insurance the Tenant will deliver to the Landlord notice of any change or cancellation or renewal or new policy to take the place of the policy expiring, with the further understanding that should the Tenant fail to furnish said notice or policies as is provided in this lease, and at the times herein provided, the Landlord may obtain such insurance and the premiums on such insurance shall be deemed Additional Rent to be paid by the Tenant to the Landlord upon demand.

Tenant shall notify Landlord forthwith in the event of any damage to persons or property occurring on the Premises from fire, accident or any other casualty.

The deductible portions of insurance shall be first approved by Landlord as to the "amount of deductible" insurance carried by the Tenant.

Section 17.3 - Landlord's Insurance.

Landlord covenants and agrees that from and after the date of delivery of the Premises from Landlord to Tenant, and during the term of this Lease or any renewal thereof, Landlord will carry and maintain, subject to Section 15(c) hereof, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

(a) Public Liability Insurance. Landlord shall keep and maintain in full force and effect Public Liability Insurance with minimum limits of \$500,000.00 per person and \$1,000,000.00 per occurrence on account of bodily injury to or death of one or more persons and \$100,000.00 on account of damage to property.

(b) All Risk Coverage. Landlord shall, at all times, keep and maintain in full force and effect All Risk Coverage policy or policies of insurance covering the roof, structural portions and perimeter walls of the Premises (excluding Tenant's fixtures, merchandise, personal property, wall coverings and betterments and any other item included in Tenant's insurance) in an amount not less than ninety percent (90%) of full replacement cost (exclusive of the cost of excavations, foundations and footings) updated from time to time during the term of this Lease or the amount of such insurance which Landlord's mortgage lender may require Landlord to maintain, whichever is the greater, providing protection against any peril generally included within the classification "All Risk Coverage", together with insurance against sprinkler damage, if premises are sprinklered, vandalism and malicious mischief.

(c) Landlord's obligation to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Landlord, provided that the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy of insurance.

Section 17.4 - Waiver of Subrogation.

(a) Neither party shall be liable to the other party or to any insurance

company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other tangible property even though such loss and damage may have been occasioned by the negligence of such party, its agents or employees, except to the extent of the lower of any deductible amount, if any, of the All Risk Casualty insurance policy required of either of the parties herein.

(b) If, by reason of the foregoing, either party shall be unable to obtain any such insurance, such waiver shall be deemed not to have been made by such party and, provided further, that if either party shall be unable to obtain such insurance without the payment of any additional premium therefor, then, unless the party claiming the benefit of such waiver shall agree to pay such party for the cost of such additional premium within thirty (30) days after notice setting forth such requirement and the amount of the additional premium, such waiver shall be of no force and effect between such parties.

(c) This waiver shall be in full force and effect only with respect to loss or damage occurring during such times as each party's respective policies and the right to remain insured shall not be invalidated by this waiver.

Section 17.5 - Landlord Not Responsible for Acts of Others.

Landlord shall not be responsible or liable to Tenant, or those claiming by, through or under Tenant, for any loss or damage to their person or property resulting from the acts or omissions of persons occupying space adjoining or adjacent to the Premises or connected to the Premises or any other part of the Shopping Center caused by the following acts, which include but are not limited to, breaking, bursting, stoppage or leaking of electrical cables and wires, water, gas, sewer or steam pipes.

ARTICLE XVIII
GENERAL RULES AND REGULATIONS

Section 18.1 - Uniformity.

Tenant agrees that Landlord has the right at any time to impose reasonable Rules and Regulations governing the conduct desirable to protect the general welfare and safety of the people, property and business within the Shopping Center. Tenant, as a covenant and condition of this Lease, agrees to comply with and perform any and all such reasonable Rules and Regulations as the same may be amended or supplemented from time to time by Landlord, including but not limited to the rules set forth herein.

Section 18.2 - Rubbish.

Tenant agrees to maintain, at its expense, the Premises and the sidewalks adjoining thereto, free and clear of all rubbish, garbage or trash and all containers containing same except at the time, place, and in the containers permitted therefor by Landlord. Tenant at its own expense shall dispose of all said rubbish as quickly as possible.

Section 18.3 - Lighting.

Tenant agrees to keep the windows of the Premises properly displayed and the Premises, signs and external lights properly illuminated during the hours as established by the Rules and Regulations of Landlord for the Shopping Center.

Section 18.4 - Extra Hazardous Conditions.

Tenant agrees not to use the Premises in a manner which will create extra hazardous conditions nor use said Premises in violation of any law, ordinance or regulation.

Section 18.5 - Display of Merchandise.

Tenant agrees not to display merchandise outside the Premises, nor to load, unload or deliver goods and merchandise except at such times and in such areas and through such entrances as shall be designated by the Landlord.

Section 18.6 - Obstruction of Passageways.

Tenant agrees not to obstruct the passageways, driveways, approachway, walks, roadways, exits and entries in, to, from and through the Common Areas and all other parts of the Shopping Center used in common with other tenants.

Section 18.7 - Employee Parking.

Tenant, its employees and agents, shall park their cars only in that portion of the Parking Area designated for that purpose by Landlord.

ARTICLE XIX
SUBORDINATION AND ATTORNMENT BY TENANT

Section 19.1 - Subordination by Tenant to Third Parties.

Tenant agrees that upon the request of Landlord, in writing, it will subordinate this Lease and the lien hereof to any present or future ground lease or to the lien of any present or future mortgage to a bank, insurance company or similar financial institution that may become necessary or desirable from time to

time irrespective of the time of execution of this Lease or the time of recording of any such mortgage or mortgages. Tenant shall subordinate this Lease, provided that the holder of any such mortgage or ground lease, or any other person claiming under said mortgage or ground lease, shall enter into an agreement with Tenant in recordable form, that in the event of foreclosure or other right asserted under the mortgage or ground lease by the holder or any assignee thereof, this Lease and the rights of Tenant hereunder shall continue in full force and effect and shall not be terminated or disturbed unless the Tenant is in default under this Lease.

Section 19.2 - Attornment to Tenant.

(a) Tenant agrees that if the mortgagee or the holder of any ground Lease or any person claiming under said Mortgage or ground Lease, shall succeed to the interest of Landlord in this Lease, the Tenant shall recognize and attorn to said mortgagee or person as Landlord under the terms of this Lease.

(b) Tenant agrees that it will, upon the request of Landlord, execute, acknowledge and deliver any and all instruments necessary or desirable to give effect or notice of such subordination and failure of the Tenant to execute any such document or instrument on demand shall constitute a default by Tenant under the terms of this Lease. The word "mortgage" as used herein includes mortgages, deeds of trust or other similar instruments and modifications, consolidations, extensions, renewals, replacements and substitutes thereof.

Section 19.3 - Landlord as Attorney-in-Fact for Tenant.

DELETED

ARTICLE XX
RIGHTS OF LANDLORD

Section 20.1 - Landlord's Right to Repair.

Landlord, or its authorized agents, after reasonable written notice to Tenant, may go upon and inspect the Premises or any portion of the Shopping Center and, if necessary shall, after ten (10) days written notice to Tenant, make those needed repairs which are the Tenant's obligation to perform and which Tenant has failed to do. Said work performed shall be chargeable to the Tenant and shall be due and payable forthwith upon notice of said costs.

Section 20.2 - Landlord's Right to Affix Sign.

Landlord has a right to install or place upon, or affix to the roof and exterior walls of the Premises, equipment, and other object or structure of any kind, provided the same shall not materially impair the structural integrity of the building or interfere with Tenant's occupancy.

Section 20.3 - Landlord's Right to Make Payment on Behalf of Tenant.

Landlord has a right to make payments on behalf of the Tenant where Tenant defaults in its payments or obligations under the terms of this Lease. Said payments by the Landlord shall be considered as an "Additional Charge" and be payable on demand.

Section 20.4 - Regulation of Loading Docks.

Landlord has a right to regulate without discrimination, the activities of Tenants of the Shopping Center in regard to deliveries, loading and unloading merchandise, servicing the Premises and employees' parking.

Section 20.5 - Trash Compactors.

In the event the Tenant shall require the services of a trash compactor, and the Landlord has a trash compactor available for Tenant's use, the Tenant shall be obligated to use said trash compactor and pay a charge for said service that is competitive with the going market rate.

ARTICLE XXI
ASSIGNMENT AND SUBLETTING

Section 21.1 - Landlord's Consent Required.

(a) The Tenant, Tenant's legal representatives or successors in interest to any part or the whole of the Premises, shall not mortgage, pledge, encumber, franchise, assign or in any manner transfer this Lease, voluntarily or involuntarily, by operation of law or otherwise, nor shall the Tenant permit the Premises or any part thereof to be sublet, used or occupied for the conduct of any business by any third person or business entity, or for any purpose other than is herein authorized, without the prior written consent of the Landlord.

(b) It is expressly agreed between the parties hereto that as a condition to granting any such consent, if such consent is given, the assignee or subtenant shall agree to pay as Fixed Minimum Rent for the demised Premises, any increase in the prevailing market rental per square foot for similar premises in commercial shopping centers over the Fixed Minimum Rent set forth in this Lease.

(c) Any consent by Landlord to any assignment or subletting, or other operation by a concessionaire, or licensee, shall not constitute a waiver of the necessity for such consent under any subsequent assignment or subletting or operation by a concessionaire or licensee.

(d) Reference anywhere else in this Lease to an assignee or subtenant shall not be considered as a consent by the Landlord to such assignment or subletting nor as a waiver against the same except as specifically permitted in this Section.

Section 21.2 - Insolvency Proceedings.

In the event an assignment of the Premises is caused through the operation of law due to Tenant's voluntary or involuntary entering into any type of insolvency proceedings under the U. S. Bankruptcy Code, said assignment shall be subject to any and all conditions contained in Section 365 of said Code or any other section pertaining to the termination, assumption, assignment and rejection of executory contracts for leases.

Section 21.3 - Return of Premises by Tenant.

Prior to any request by Tenant for consent as required in this Article 21 to assign or sublet any part or the whole of the Premises, Tenant shall, by written notice and without charge of any kind, offer the return of said Premises to the Landlord herein. The Landlord, within sixty (60) days of receipt of said written notice, shall have the option to accept said Premises without further liability upon the Tenant as to the terms of this Lease or reject said offer and may permit the Tenant to assign or sublet the Premises subject to the conditions of this Section.

Section 21.4 - Transfer of Corporate Shares.

(a) A change in the control of a Tenant, other than a corporation which is listed on a national security exchange as defined in the Securities Exchange Act of 1934 and as amended, whether said change of control shall consist of the transfer of stock, the sale of assets or any agreement creating a right in anyone other than the original shareholders of said corporate Tenant, excepting to members of the immediate family of said original shareholders, to conduct the Tenant's business, without the prior consent, in writing, of Landlord to said change in control or operation, shall constitute an attempted assignment or subletting in violation of this Section and shall be null and void and of no effect. In the event that the Tenant is desirous at any point during the leasehold period or any extension of the Lease to sell at least fifty (50%) percent of the stock or assets of the corporation, Tenant must first submit such proposal in writing to the Landlord for his approval and shall accompany such request with the pertinent financial information of the prospective purchaser, said approval not to be unreasonably withheld.

(b) Notwithstanding anything contained in this Article, a corporate Tenant may assign this Lease without need of the prior consent of the Landlord to any wholly owned subsidiary or its parent corporation, or to any person or corporation owning 100% of Tenant's stock, or to any company into which the Tenant may be merged or consolidated so long as substantially all the assets then held by Tenant become the property of the continuing corporation.

Section 21.5 - Transfer of Other Business Interests.

If Tenant is a partnership, general or limited, or any other type of business entity other than a corporation, and if at any time during the term hereof of any extension or renewal thereof, the person or persons who at the time of the execution of this lease owns or own the general partners' interest of a limited partnership or owns a partnership interest in a general partnership, or a majority share of any other business entity other than a corporation, ceases to own such interest, such cessation of ownership shall constitute an assignment of this Lease for all purposes of this Section (except as a result of transfers by bequests or inheritance).

Section 21.6 - Acceptance of Rent by Landlord.

If this Lease be assigned, or if the Premises, or any part thereof, be subleased or occupied by anybody other than Tenant with or without the Landlord's consent, Landlord may collect from assignee, subtenant or occupant, any rent or other charges payable by Tenant under this Lease and apply the amount collected to the rent and other charges herein reserved, but such collection by Landlord shall not be deemed a waiver of the provisions of this Lease, nor an acceptance of this assignee, subtenant or occupant, as a Tenant of the Premises.

Section 21.7 - No Release of Tenant's Liability.

No assignment or subletting or any other transfer by Tenant, either with or without Landlord's consent, required or otherwise, during the term of this Lease or any renewal period thereafter shall release the Tenant from any liability under the terms of this Lease nor shall the Tenant be relieved of the obligation of performing any of the terms, covenants and conditions of this Lease.

ARTICLE XXII

DAMAGE OR DESTRUCTION

Section 22.1 - Landlord's Obligation to Repair and Reconstruct.

(a) If the demised Premises shall be damaged by fire or other casualty insurable under standard extended coverage insurance but are not thereby rendered untenable in whole or in part, Landlord shall cause the Premises to be repaired in accordance with Section (d) herein and the rent shall not be abated. If by reason of such occurrence the Premises shall be rendered untenable only in part, Landlord shall cause the Premises to be repaired in accordance with Section (d) herein, and only the Fixed Minimum Rent shall be abated proportionately as to the portion of the Premises rendered untenable until the Premises so repaired is reopened for business.

(b) If the Premises shall be rendered wholly untenable by reason of such occurrence and the remainder of the term of the Lease (hereinafter called the "residual term") is two (2) years or more, Landlord shall cause the Premises to be repaired in accordance with Section (c) herein (subject to reasonable delays occasioned by adjustment of losses with insurance carriers or for any cause beyond Landlord's control), and the Fixed Minimum Rent shall be abated, and upon delivery of possession of the restored premises to Tenant this Lease shall thereupon continue for the residual term and any renewal or extension thereof.

(c) If Landlord is required or elects to repair or reconstruct the demised Premises under the provisions of this Article 22, its obligations shall be limited to those repairs to the Premises which were Landlord's obligation to perform for Tenant at the commencement date of this Lease. Tenant, at Tenant's expense, shall promptly perform all repairs and restoration not required to be done by Landlord and shall promptly refixture and reconstruct the demised Premises and recommence business in all parts thereof.

(d) Tenant shall not be entitled to any compensation or damages, other than stated herein, from Landlord for the loss of the use of the whole or any part of the Premises or damage to Tenant's personal property or any inconvenience or annoyance occasioned by such damage, repair, reconstruction or restoration.

Section 22.2 - Landlord's Option to Terminate.

If the Premises are (1) rendered wholly untenable, or (2) damaged as a result of any cause which is not covered by Landlord's insurance or (3) damaged or destroyed in whole or in part during the last two years of the Term, or if the Shopping Center is damaged to the extent of fifty percent (50%) or more of the Gross Leaseable Area thereof provided the demised premises is also damaged to the extent of 1/3 of its gross leasable area, then in any of such events, Landlord may elect to terminate this Lease by giving to Tenant notice of such election within ninety (90) days after the occurrence of such event. If such notice is given, the rights and obligations of the parties shall cease as of the date of such notice, and Rental (other than Rent due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be adjusted as of the date of such termination.

Section 22.3 - Demolition of Landlord's Building.

If the Shopping Center is so substantially damaged that it is reasonably necessary, in Landlord's judgment, to demolish a portion of the said Center, including the Premises for the purpose of reconstruction, Landlord may demolish the Premises, in which event Tenant's rent and other charges shall be abated until Tenant's Premises are restored.

ARTICLE XXIII
CONDEMNATION

Section 23.1 - Effect of Taking.

(a) In the event the whole or any part of the Premises, Shopping Center or Common Areas shall be taken for public or quasi-public use or condemnation under eminent domain, this Lease shall terminate as to the part so taken on the date possession is yielded to the condemning authority.

(b) In the event the portion of the Premises so taken substantially impairs the usefulness of the Premises for the purposes hereinbefore granted to the Tenant, either party may terminate the Lease by written notice within thirty (30) days prior to the actual physical taking.

(c) For the purposes of this Article, a voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation, shall be deemed an appropriation or taking under the power of eminent domain.

(d) If this Lease is not terminated as above provided following any of such actual takings, then the Landlord shall, at its expense, make all necessary repairs or alterations to the basic building and exterior work so as to constitute the remaining Premises a complete architectural unit and a proportionate allowance shall be made in the Fixed Rental and Additional Charges based on the proportion of the Premises remaining as compared to the original Premises.

Section 23.2 - Compensation and Awards.

All compensation awarded for any taking of the fee and the leasehold, or any part thereof, shall belong to and be the property of Landlord. Tenant hereby assigns to the Landlord all right, title and interest of Tenant in and to any award made for leasehold damages and/or diminution in the value of Tenant's leasehold estate. Tenant shall have the right to claim such compensation as may be separately awarded or allocated by reason of the cost or loss to which Tenant might be put in removing Tenant's merchandise, fixtures, leasehold improvements and equipment. Compensation as used in this Section shall mean any award given to the Landlord for such taking in excess of, and free and clear of, all prior claims of the holders of any mortgages or other security interests.

Section 23.3 - Condemnation or Breach of Lease.

Any such appropriation or condemnation proceedings shall not operate as or be deemed an eviction of Tenant or a breach of Landlord's covenant for quiet enjoyment.

ARTICLE XXIV
DEFAULT

Section 24.1 - Acts of Default.

Landlord, in addition to all other remedies given to Landlord in law or in equity may, by written notice to Tenant, terminate this Lease, or without terminating this Lease, re-enter the Premises by summary proceedings or otherwise, and may disposses the Tenant in any of the following circumstances:

(a) In the event Tenant shall be in default in the payment of Fixed Minimum Rent, Percentage Rent or any Additional Charge or Charges, or in the payment of any other sums of money required to be paid by Tenant to Landlord under this Lease, or as reimbursement to Landlord for sums paid by Landlord on behalf of Tenant in the performance of the covenants of this Lease, or if Tenant, or any of its employees, or agents, shall commit waste or create a condition, or conditions, either by acts or failure to take appropriate action, which are detrimental to the safety and welfare of any person or property within the Shopping Center, and said acts, default or omissions are not cured within ten (10) days after receipt of written notice thereof from Landlord.

(b) In the event Tenant shall be in default in the performance of any other covenants, terms, conditions, provisions, rules and regulations of this Lease excepting those items listed in the above section (a) and if such default is not cured within twenty (20) days after written notice thereof is given by the Landlord, excepting such defaults that cannot be cured completely within such twenty (20) day period and Tenant, within said twenty (20) day period, promptly commences to proceed with diligence and in good faith to remedy such default.

(c) Subject to Section 365 of the U. S. Bankruptcy Code, the filing of a petition proposing the adjudication of Tenant or Guarantor of Tenant's obligation hereunder as a bankrupt or insolvent or the reorganization of Tenant or any such Guarantor or an arrangement by Tenant or any such Guarantor with its creditors, whether pursuant to the Federal Bankruptcy Code or any similar federal or state proceeding and such action is dismissed within thirty (30) days after the date of its filing.

(d) The sale of Tenant's interest in the Premises under attachment, execution or similar legal process.

(e) The making by Tenant or any such Guarantor of an assignment for the benefit of creditors.

(f) If the Tenant shall vacate the Premises or shall fail to operate its business on the days and hours required, or fails to continuously occupy and conduct Tenant's business in the Premises.

Section 24.2 - Remedies.

Landlord, in addition to all other remedies given to Landlord in law or in equity may, by written notice to Tenant, terminate this Lease, or without terminating this Lease re-enter the Premises by summary proceedings or otherwise, and may dispossess the Tenant in any of the following circumstances:

(a) In the event of such re-entry, Landlord shall have the right to remove all persons therefrom, to recover the possession thereof by legal proceedings or otherwise, and to use such force to enter and regain possession thereof as Landlord shall deem proper without being liable to any civil action or criminal prosecution therefor. No such re-entry by Landlord shall be deemed a termination of this Lease or an acceptance of a surrender of this Lease. In event of such re-entry the Landlord shall have the right to relet or subdivide the Premises for any period equal to or greater or less than the remainder of the original Term of this Lease, for any rental which it may deem reasonable, to any other Tenant which Landlord may select and for any use and purpose which Landlord may designate.

(b) In the event of a default by Tenant, of any of the terms, provisions, covenants, conditions, rules and regulations of this Lease, Landlord shall have the right to injunction and the right to invoke any remedies available to Landlord are declared to be cumulative and concurrent. No termination of this Lease, nor any taking or recovering of possession of the Premises shall deprive Landlord of any of its remedies or actions against Tenant for past or future rent, nor shall the bringing of any action for rent or other default be construed as a waiver of the right to obtain possession of the Premises.

Section 24.3 - Damages.

(a) If this Lease is terminated by Landlord pursuant to this Article

24, Tenant, nevertheless, shall remain liable for any rental and additional charges or damages which may be due or sustained prior to such termination and reasonable costs, fees and expenses incurred by Landlord in pursuit of its remedies hereunder.

(b) In the event of a reletting, Landlord may apply the rent therefrom first to the payment of Landlord's reasonable expenses including but not limited to attorney's fees incurred, expense of reletting, repairs, brokerage fees, subdividing, renovation or alteration of the Premises and then to the payment of rent and all other sums due from Tenant hereunder, Tenant shall remain liable for any deficiency.

(c) In computing damages or rental due under this Lease, the value of the Percentage Rental for any period subsequent to the termination of this Lease, or the termination of Tenant's right of possession, shall be included and shall be an amount per year equal to one-third of the total percentage rent chargeable to the Tenant for the last three (3) full Lease Years immediately preceding such termination, and if less than three (3) full years shall have elapsed, such value shall be an amount per year equal to the average yearly percentage therefor paid by Tenant.

Section 24.4 - Repeated Default.

(a) Notwithstanding anything to the contrary set forth in this Lease, if Tenant shall be in default in the timely payment of any rent or any additional charges due Landlord from Tenant or the payment of any other money due Landlord from Tenant under the terms of this lease, and any such default shall be repeated two (2) times in any period of twelve (12) consecutive months, then, notwithstanding that such default shall have been cured within the period after notice, as provided in this Lease, any further similar default within said twelve (12) month period shall be deemed to be a repeated Event of Default. Tenant shall not be considered to be in default for failure to pay any sums due here under until five days have elapsed after the due date for the payment of said monies.

(b) In the event of a Repeated Event of Default, Landlord, without giving Tenant any notice and without affording Tenant an opportunity to cure the default may terminate this Lease forthwith without notice to Tenant.

ARTICLE XXV
COMPETITION

Section 25.1 - Restriction on Tenant.

The Tenant agrees that for as long as this Lease shall remain in effect, the Tenant will not directly or indirectly engage in any similar or competing business within a radius of three (3) miles of the perimeter of the Shopping Center or any extension thereof nor shall the Tenant permit or suffer any business within said three mile radius to be operated under a name which shall be the same or similar to the name under which the Tenant operates the herein described premises.

Section 25.2 - Imposition of Damages.

DELETED

ARTICLE XXVI
NOTICES

Section 26.1 - Notices to Tenant and Landlord.

Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by mailing such notice or consent by Registered or Certified Mail, Return Receipt Requested, addressed to the Landlord at 50 COCOANUT ROW, SUITE 114, PALM BEACH, FLORIDA 33480 and to the Tenant at 27150 S.W. 157th AVENUE, HOMESTEAD, FL 33030, and either party may designate a substitute address at any later time hereafter. Any such notice shall be deemed given when mailed as in this Section provided, or delivered personally to the Parties and Authorized Agents and/or Officers.

Section 26.2 - Notices to Mortgagee.

The Tenant shall give the Landlord's first mortgagee notice of any default which could give rise to Tenant's termination of the Lease or expenditure of money on behalf of the Landlord. Such mortgagee should also be given an appropriate time to cure such default including the opportunity to obtain possession of Landlord's interest, if necessary, to cure the default. Landlord shall notify Tenant of any change in the mortgagee for the Shopping Center.

ARTICLE XXVII
MISCELLANEOUS

Section 27.1 - Accord and Satisfaction.

No payment by Tenant or receipt by Landlord of a lesser amount than any payment of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity.

Section 27.2 - Complete Agreement.

This Lease contains the entire agreement between the parties hereto, and no agent, representative, salesman or affiliate of Landlord hereto has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict various additions to or modify the terms hereof. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the parties hereto.

Section 27.3 - Consents.

Neither Landlord nor Tenant shall unreasonably withhold approval, or consent when required from either party under the terms of this lease (except where otherwise stated herein) provided, however, that Landlord shall not have deemed to have unreasonably withheld such approval or consent if its Mortgagee shall refuse to permit Landlord to grant such consent.

Section 27.4 - Compliance with Governmental Authorities.

Tenant at its own expense shall comply with all valid requirements of the Fire Underwriters Association and all duly constituted Governmental Authority and further shall comply with any Federal, State, County or local law or Ordinance applicable to the use and occupancy of the Premises and any repairs or work performed on said Premises by the Tenant. The Tenant will indemnify Landlord and save Landlord harmless from and against any penalty, damage or charge imposed for any violation by Tenant, its assignees, subtenants, licensees, agents and employees of any said requirements.

Section 27.5 - Effective Date of Lease.

Submission of this instrument for examination or execution by Tenant does not constitute a reservation of nor option for Lease, and this instrument shall not become effective as a lease or otherwise until execution by and delivery to both Landlord and Tenant. This Lease shall only become effective and binding upon the parties in establishing the relationship of Landlord and Tenant as of the date first written above, but not earlier than the date Landlord executes this Lease.

Section 27.6 - Estoppel Certificate by Tenant.

Tenant agrees at any time, upon not less than ten (10) days prior written request by the Landlord, to execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force as modified and stating the modifications), the dates to which the basic rent and other charges have been paid in pursuance to this Lease and such other certification concerning the Lease as may be reasonably required by Landlord or Landlord's mortgagee. Tenant further agrees that said statement may be relied upon by any prospective purchase of the fee or mortgage or Assignee of any mortgage on the fee of the Premises. If Tenant within 10 days after submission of such instrument fails to execute the same, Landlord is hereby authorized to execute the same as attorney-in-fact for Tenant.

Section 27.7 - Force Majeure.

Landlord and/or Tenant shall be excused for the period of delay in the performance of any of their obligations hereunder, except their respective obligation to pay any sums of money due under the terms of this Agreement, and shall not be considered in default, when prevented from so performing by cause of causes beyond Landlord's or Tenant's control, including, but not limited to, all labor disputes civil commotion, war, fire or other casualty, governmental regulations, statutes, ordinances, restrictions or decrees, or through acts of God.

Section 27.8 - Interpretation.

The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease. If any part of this lease shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect or impair any other provision.

The parties hereto assert that all of the terms and covenants con-

tained herein were negotiated by both parties hereto and all negotiations, consideration, representations and understandings between the parties are incorporated herein, and may be modified or altered only by agreement, in writing, between the parties and that this lease contains the entire agreement of the parties herewith.

Section 27.9 - Memorandum of Lease.

This Lease shall not be recorded, but a Memorandum of Lease describing the property herein demised giving the Term of this Lease and renewal rights, if any, and referring to this Lease, shall be executed by Landlord and Tenant in recordable form at the request of either party, and may be recorded by either party.

Section 27.10 - Quiet Enjoyment.

Landlord hereby covenants and agrees that if Tenant shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have the peaceful and quiet enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises, save and except in the event of the taking of said Premises by public or quasi-public authority as hereinbefore provided.

Section 27.11 - Rent Demand.

Every demand for rent due wherever and whenever made shall have the same effect as if made at the time it falls due and at the place of payment, and after the service of any notice or commencement of any suit, or final judgment therein, Landlord may receive and collect any rent due, and such collection or receipt shall not operate as a waiver of nor affect such notice, suit or judgment.

Section 27.12 - Section Headings.

The Section Headings and Title Headings contained herein are for convenience only and do not define, limit, construe or amplify the contents of such Sections.

Section 27.13 - Successors and Assigns.

The conditions, covenants and agreements contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. All covenants and agreements of this Lease shall run with the land.

Section 27.14 - Transfer of Landlord's Interest.

The Landlord shall be liable under this Lease only while Owner of the Premises, and if Landlord should sell or otherwise transfer Landlord's interest in the Premises upon an undertaking by the purchaser, or transferee, to be responsible for all of the covenants and undertakings of Landlord, Tenant agrees that Landlord shall thereafter have no liability to Tenant under this Lease or any Modification or Amendment thereof, or extensions or renewals thereof, except for such liabilities which might have accrued prior to the date of such sale or transfer of Landlord's interest.

Section 27.15 - Waiver by Landlord.

(a) Landlord shall have the right at all times to enforce the covenants, conditions and legal rights or remedies of this lease in strict accordance with the terms thereof, notwithstanding any conduct or custom on the part of the Landlord in refraining from so doing at any time or times. No failure by the Landlord to insist upon the strict performance of any term or condition of this Lease or to exercise any right to remedy available, legal or equitable, or a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach shall constitute a waiver of any such breach or any such term, condition or right.

(b) No term or condition of this Lease required to be performed by the Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the Landlord.

(c) A waiver by Landlord in respect to any Tenant of this Shopping Center in which the Premises are located shall not constitute a waiver in favor of any other Tenant, nor shall the waiver of the breach of any condition be claimed if pleaded to excuse a future breach of the same condition or covenant or any other condition, covenant, provision, rule and regulation of this Lease.

Section 28 - Lessor agrees with Lessee not to enter into a lease with any other restaurant business to exceed 3000 square feet in the main shopping center and on outparcels two and three.

EXHIBIT "A 1"

PLOT PLAN OF SHOPPING CENTER

EXHIBIT "A"

WORKING DRAWINGS OF VILLAGE OF NARANJA LAKES

LESSOR WILL INCORPORATE IN THE CONSTRUCTION OF THE DEMISED PREMISES AT LESSOR'S COST AND EXPENSE THE FOLLOWING ITEMS. ACCORDING TO LESSOR'S PLANS AND SPECIFICATIONS AND AS LIMITED THEREBY:

1. **STOREFRONT:**
 - a) Plateglass with trim. Tempered glass where required by Code.
 - b) Glass doors with frames, closers.
2. **PARTITIONS BETWEEN STORES:** 2 X 4 metal stud with 5/8" taped sheetrock deck.
3. Install Bay Windows on Southeast wall as per Tenant's plans; said plans to be furnished and attached hereto.
4. **PLUMBING:**
 - a) All plumbing to be "Ruffed-in" as per Tenant's specifications.
 - b) Tenant to provide Grease Trap which is to be installed by Landlord as per Tenant's specifications.
5. **INTERIOR FINISH:**
 - a) Exterior side walls will be furred and have 1/2" taped sheetrock rear wall will be unfinished masonry only.
 - b) Ceilings- 2' x 4' lay-in acoustical tile in prefinished metal grid.
 - c) Floors- smooth finish concrete. (Nominal 4" thick with mesh reinforcing.)
6. **ELECTRIC:**
 - a) Service and panel, Square D or equal - 200 AMP service 3 phase 220 volt.
 - b) Exit light if required by Code.
 - c) Furnish and install 2' x 4' recessed light fixtures 8' on center front to rear.
 - d) Install wall receptacles to comply with local Building Code.
 - e) Install conduit and junction box only for Tenant sign, outlight under canopy and behind facade above canopy.
7. **DOORS AND TRIM:**
 - a) Rear door- hollow metal in metal frame with vinyl weatherstrip applied, exit keylock installed.
8. **AIR CONDITIONING:**
 - a) Provide HVAC at the rate of not less than one ton per 375 sq. ft. of floor area with standard fiberglass ceiling ducts and cold air return.
 - b) Provide steel supports for the A/C unit and the necessary curbs and watertight cover for the roof opening.
9. **SPRINKLERS: IF APPLICABLE, PROVIDE SPRINKLER SYSTEM IN ACCORDANCE WITH COPIES AND REGULATIONS.**
10. **PAINTING: All interior walls taped and sanded, prepared for paint.**
11. **ROOFING: 20 year bondable type insulated to comply with energy code requirements.**
12. All exterior masonry walls will be waterproofed.
13. Install sidewalk and canopy in front of all stores.

EXHIBIT "C"

TENANT'S WORK

Except as expressly provided for herein, Lessee will complete, at its expense, all other work necessary to operate a business as a Restaurant.

EXHIBIT "D"

RESTRICTIONS ON USE

Tenant is specifically prohibited from using the premises for any of the hereinafter referenced uses:

1. Cannot occupy for the sale of unprepared food for off-premises consumption.
 2. Cannot occupy for a bakery.
 3. Cannot occupy for a delicatessen.
 4. Cannot occupy for a produce/vegetable stand or store.
 5. Cannot occupy for a butcher shop.
 6. Cannot occupy for a seafood store.
 - *7. Cannot occupy a full service restaurant larger than 4000 sq. ft. in retail A or B.
 8. Cannot lease, rent or occupy or permit any premises in the Landlord's Improvement Area to be occupied for any noxious or offensive use, for manufacturing or for use as a restaurant (except as "7" above)
 9. Cannot occupy over 3,000 sq. ft. restaurant on outparcel #2 or #3 and parking must be self-contained.
 10. Cannot occupy over 1500 sq. ft. for a single user office space with a maximum aggregate of 5,000 sq. ft.
 11. Cannot occupy for a drug store.
 12. Cannot occupy for a pharmacy.
 13. Cannot occupy for a health or beauty aid store.
- *7. The above mentioned limitation of lessee's square footage shall be expanded to 6000 sq. ft. and the lessor shall procure necessary approval in writing therefor.

EXHIBIT "E"

This lease is contingent upon and subject to obtaining approval from Sun Supermarket regarding the square footage to be leased by Vickie Cotrone.

Landlord shall have fifteen (15) days from the date said lease is executed to obtain approval from Sun Supermarket. In the event that Landlord cannot obtain the required approval of Sun Supermarket, Landlord shall serve notice in accordance with Section 26.1 and all right, duties and obligations of the parties hereto shall terminate and all monies deposited with the landlord by the Tenant shall be immediately returned.

This lease is further contingent upon Lessee, at its expense, obtaining approval for a liquor license for the consumption of liquor in a restaurant and not for carry-out sales. Lessee shall have 90 days from the date of opening for business in which to obtain said approval. Lessee shall fully cooperate with any governmental agency having jurisdiction over this matter. In the event that Lessee does not obtain said liquor license approval within 90 days from the date specified, Lessee must serve written notice in accordance with Section 26.1 of such fact.

EXHIBIT "F"
LEASE EXTENSION

Lessee at its option, shall have the right to extend the Lease for an additional term of ten (10) years; provided Notice to such effect is delivered in accordance with Section 26.1. of this Agreement no later than 180 days prior to the expiration of the original rental term.

In the event that Lessee exercises its option to extend as provided for above, Tenant covenants and agrees to pay to the Landlord as fixed minimum rent for the sixth year an amount equal to the fixed minimum rent paid during the fifth year of the Lease term increased in accordance with the consumer price index - U.S. Average. All provisions of Article XI are hereby incorporated into this Exhibit as if recited verbatim.

In the event that Lessee exercises the option to extend the term of the Lease as provided for herein, all provisions of the Lease shall remain in full force and effect unless specifically modified in writing and signed by the parties hereto.


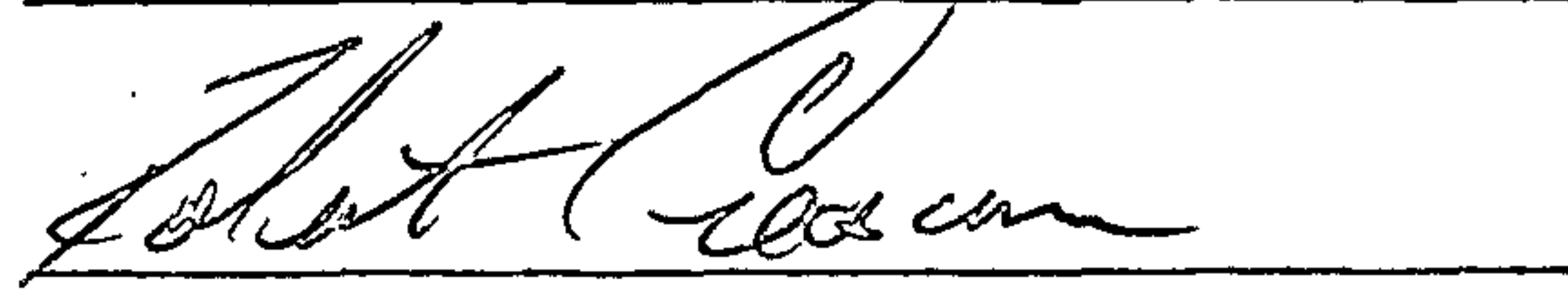
EXHIBIT "G"

GUARANTEE

Tenant does herewith personally guarantee the payment of the first six months rent and attendant proportionate expenses providing the tenant is able to secure improvement financing and state liquor license.

IN WITNESS WHEREOF, the Grantor has duly executed this Guarantee this 1 day of June, 1985.


Signed, Sealed and Delivered in the presence of:


VICKIE COTRONE

STATE OF FLORIDA)
COUNTY OF DADE Palm Beach) SS:

The foregoing instrument was acknowledged before me this 1 day of June, 1985, by Vickie Cotrone.


NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 23, 1988
BONDED THRU GENERAL INS. UND.

EXHIBIT "H"

Tenant shall have the right to install, at a place designated in writing by the Landlord, a temporary sign advertising Tenant's business. Prior to the installation of such sign, Tenant shall submit to Landlord in writing the specifications of such sign. In the event that the Landlord does not approve the specifications for the sign, Landlord shall state in writing the reasons for disapproval and Tenant shall amend the specifications accordingly.

Tenant, at its expense, shall obtain the necessary approvals from any governmental authority having jurisdiction over this matter. Tenant agrees to maintain its sign in a good condition at all times and further agrees to indemnify the Landlord for any damage, loss or expense incurred as a result of Landlord's permission to erect said sign.

Landlord shall have the right at any time to serve notice upon the Tenant stating that said sign must be removed within thirty days from the date of notice. In the event Tenant does not remove said sign within the thirty day period, Landlord shall have the right to remove said sign and Tenant shall be responsible for any expenses incurred as a result thereof. Sale or lease of the designated sign spot is a condition precedent to notice herein.

In the event that there is one or more permanent pylon signs listing the Tenants in the shopping center, excluding any pylon sign erected by Sun Supermarkets, Tenant shall have a right to have its name on said pylon sign. Landlord shall have the sole authority to decide the placement, construction, design, and priority of Tenant listings on said pylon sign. Provided however, that tenant shall have equal square footage of illuminated neon sign with DEVON, REVCO & K-MART, same being approximately 3' x 7' with no other additions to such pylon save one, tenant shall occupy second line sign position. Such illuminated pylon shall be in the front of the shopping center readily visible in both northerly and southerly directions from US Highway #1.

DISCLOSURE OF INTEREST

If the property is owned by a CORPORATION, list the principal officer and stockholders and the percentage of stock owned by each.

NAME	Percentage of Stock
Vickie Cotrone - President/Treasurer	100%
Denise Cotrone - Director	
Debra Cotrone - Secretary/Director	

If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with percentage of interest.

NAME	Percentage of Stock

If the property is in the name of a PARTNERSHIP or LIMITED PARTNERSHIP, list the names of the principals below.

NAME	Percentage of ownership

If there is a CONTRACT FOR PURCHASE, state for whose behalf the application is being made.

If the PURCHASER is a CORPORATION, TRUSTEE, or PARTNERSHIP, the same information must be furnished as indicated above for the applicant CORPORATION TRUSTEE, or PARTNERSHIP.

DISCLOSURE OF INTEREST

If the property is owned by a CORPORATION, list the principal officer and stockholders and the percentage of stock owned by each.

NAME	Percentage of Stock
<u>Robert L. Miller</u>	<u>100%</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with percentage of interest.

NAME	Percentage of Stock
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If the property is in the name of a PARTNERSHIP or LIMITED PARTNERSHIP, list the names of the principals below.

NAME	Percentage of ownership
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If there is a CONTRACT FOR PURCHASE, state for whose behalf the application is being made.

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METROPOLITAN DADE COUNTY
BUILDING AND ZONING DEPARTMENT
ZONING HEARING SECTION

P.H.No.: 85-460

Date Filed: 7-3-85

Your application has been projected for a tentative hearing before the ZONING APPEALS BOARD on OCTOBER 9 OR 23, 1985.

When the Departmental recommendation is available, you will be notified by the mailing of the post card submitted along with your application. The recommendation will be available in Room 902, 909 S.E. 1st Avenue. No recommendations will be released over the telephone.

Recommendations from the Planning Department should also be available at this time, and can be obtained from the Development Division Office, 9th floor, Planning Department, 909 S.E. 1st Avenue.

You must notify the Department of your decision to defer or withdraw your application within five (5) days of receiving the written recommendation.

Should you not notify the Department of your wishes in this matter by the date specified, it will be assumed that you wish to proceed to public hearing on the tentative date noted above. No deferrals will be considered or granted after this date.

A REQUEST FOR DEFERRAL AT THE HEARING WILL BE STRONGLY OPPOSED BY THE DEPARTMENT. PLEASE MAKE SURE THAT YOU HAVE ADEQUATELY PREPARED YOUR APPLICATION TO REFLECT ALL THE REQUESTS YOU MIGHT WISH TO MAKE. IN ADDITION PLEASE SET ASIDE THE DATES LISTED ABOVE FOR YOUR HEARING TO AVOID SCHEDULING CONFLICTS.

I have read this form and I understand my responsibility to notify the Department if I intend to defer or withdraw my request. Failure to notify you will be an automatic assumption that I wish to proceed to hearing.

Signed

Victoria Cotrone