

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: January 27, 2014

RE: Authorization to Execute Lease Agreement with
Pinar Associates SC Company, Ltd., for
E-PASS Service Center at 758-762 South Goldenrod Road

Board approval is requested to execute the lease agreement with Pinar Associates SC Company, Ltd., (Pinar) for the E-PASS Service Center located at 758-762 South Goldenrod Road. The lease amount will be \$127,200.00 (\$42,400.00 annually) for a three (3) year period beginning June 1, 2015, and ending May 31, 2018.

Pinar has agreed to provide the option for three (3) one year renewal periods in the lease beyond May 2018 rather than a single three year period. This is an important consideration for us since it is unknown at this point when the Centralized Customer Service System agreement will be executed and implemented.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction & Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Dave Wynne, Director of Toll Operations
Contract File

LEASE EXTENSION AGREEMENT

This Agreement, executed this _____ day of _____, 2015, by and between Central Florida Expressway Authority ("Tenant") and Pinar Associates SC Company, Ltd., ("Landlord").

WITNESSETH:

Whereas, on the 11th day of February, 1994, Landlord and Tenant entered into a Lease Agreement, (the Lease and any amendments, addendum and exhibits thereto are hereinafter collectively referred to as the "Lease") for the premises known as 758-762 S. Goldenrod Road, Orlando, FL 32822 located in the Pinar Plaza Shopping Center for an initial term commencing February 11, 1994 and terminating May 31, 1997 with three (3) three (3) year extension options; and

Whereas, on March 10, 1997, Tenant exercised its first option to extend for three (3) years and signed a Lease Extension Agreement extending the Lease term to May 31, 2000 (the "First Extension Period"); and

Whereas, on May 18, 2000, Tenant exercised its second option to extend for three (3) years and signed a Lease Extension Agreement extending the Lease term to May 31, 2003 (the "Second Extension Period"); and

Whereas, on January 9, 2003, Tenant exercised its third option to extend for three (3) years extending the Lease term to May 31, 2006 (the "Third Extension Period"); and

Whereas, on February 21, 2006, Landlord and Tenant executed a Lease Extension Agreement to extend the Lease term to May 31, 2009 (the "Fourth Extension Period") and Landlord granted to Tenant one (1) additional three (3) year option period; and

Whereas, on January 28, 2009, Tenant exercised its fifth option to extend for three (3) years and signed a Lease Extension Agreement extending the Lease term to May 31, 2012 (the "Fifth Extension Period") and Landlord granted to Tenant one (1) additional three (3) year option period; and

Whereas, on February 14, 2012, Tenant exercised its sixth option to extend for three (3) years and signed a Lease Extension Agreement extending the Lease term to May 31, 2015 (the "Sixth Extension Period") and Landlord granted to Tenant one (1) additional three (3) year option period; and

Whereas, it is now the desire of Tenant to exercise its option to extend the Lease for its sixth additional term of three (3) years at the rental rates outlined below pursuant to the terms and conditions as hereinafter set forth.

Now therefore, in consideration of the mutual covenants hereinafter contained, the premises, and the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid by Tenant to Landlord, the receipt and sufficiency whereof are hereby acknowledged and the parties hereto agree as follows:

1. The Lease is hereby extended for an additional term of three (3) years commencing June 1, 2015 and ending on May 31, 2018, (the "Seventh Extension Period"). Tenant's base rental obligations during the Sixth Extension Period shall be payable as follows:

<u>Year</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
1-3	\$42,400.00/Year	\$3,533.33/Month

2. Provided Tenant is not in default under any of the terms and conditions of the Lease, thereafter, Tenant shall have three (3) options to extend the Lease for an additional term of one (1) year each. Said option shall be exercised in accordance with the provisions of the Lease.

In the event Tenant elects to extend the Lease for an additional period of one (1) year commencing June 1, 2018 and ending on May 31, 2019 (the "Eighth Extension Period"), Tenant's base rental obligations during the Seventh Extension Period shall be payable in accordance with the Lease as follows:

<u>Year</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
1	\$43,200.00/Year	\$3,600.00/Month

In the event Tenant elects to extend the Lease for an additional period of one (1) year commencing June 1, 2019 and ending on May 31, 2020 (the "Ninth Extension Period"), Tenant's base rental obligations during the Seventh Extension Period shall be payable in accordance with the Lease as follows:

<u>Year</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
1	\$44,000.00/Year	\$3,666.67/Month

In the event Tenant elects to extend the Lease for an additional period of one (1) year commencing June 1, 2020 and ending on May 31, 2021 (the "Tenth Extension Period"), Tenant's base rental obligations during the Seventh Extension Period shall be payable in accordance with the Lease as follows:

<u>Year</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
1	\$44,800.00/Year	\$3,733.33/Month

Thereafter, Tenant shall have no further extension options.

3. It is mutually understood that the Lease shall remain in full force and effect and unmodified, except as the same is specifically modified herein. All covenants, obligations, terms and conditions of the Lease, not modified by this Lease Extension Agreement are hereby ratified and confirmed. It is understood and agreed that this Lease Extension Agreement shall not be a binding contract until executed by all parties. In the event of a conflict between the Lease and this Lease Extension Agreement, this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

Signed, sealed and delivered in the presence of;

WITNESS AS TO LANDLORD

Signature of Witness
By: _____
Print Name

Signature of Witness
By: _____
Print Name

WITNESS AS TO TENANT

Signature of Witness
By: _____
Print Name

Signature of Witness
By: _____
Print Name

LANDLORD: Pinar Associates SC Company, Ltd.,
a Florida limited partnership
By: Pinar Corporate, Inc.,
a Florida corporation, General Partner

By: _____
Steven Levin, President

TENANT: Central Florida Expressway Authority

By: _____

Its: _____

LEASE EXTENSION AGREEMENT

This Agreement, executed this 14th day of February, 2012, by and between Orlando Orange County Expressway Authority, ("Tenant") and Pinar Associates SC Company, Ltd., ("Landlord").

WITNESSETH:

Whereas, on the 11th day of February, 1994, Landlord and Tenant entered into a Lease Agreement, (the Lease and any amendments, addendum and exhibits thereto are hereinafter collectively referred to as the "Lease") for the premises known as 758-762 S. Goldenrod Road, Orlando, FL 32822 located in the Pinar Plaza Shopping Center for an initial term commencing February 11, 1994 and terminating May 31, 1997 with three (3) three (3) year extension options; and

Whereas, on March 10, 1997, Tenant exercised its first option to extend for three (3) years and signed a Lease Extension Agreement extending the Lease term to May 31, 2000 (the "First Extension Period"); and

Whereas, on May 18, 2000, Tenant exercised its second option to extend for three (3) years and signed a Lease Extension Agreement extending the Lease term to May 31, 2003 (the "Second Extension Period"); and

Whereas, on January 9, 2003, Tenant exercised its third option to extend for three (3) years extending the Lease term to May 31, 2006 (the "Third Extension Period"); and

Whereas, on February 21, 2006, Landlord and Tenant executed a Lease Extension Agreement to extend the Lease term to May 31, 2009 (the "Fourth Extension Period") and Landlord granted to Tenant one (1) additional three (3) year option period; and

Whereas, on January 28, 2009, Tenant exercised its fifth option to extend for three (3) years and signed a Lease Extension Agreement extending the Lease term to May 31, 2012 (the "Fifth Extension Period") and Landlord granted to Tenant one (1) additional three (3) year option period; and

Whereas, it is now the desire of Tenant to exercise its option to extend the Lease for its sixth additional term of three (3) years at the rental rates outlined below pursuant to the terms and conditions as hereinafter set forth.

Now therefore, in consideration of the mutual covenants hereinafter contained, the premises, and the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid by Tenant to Landlord, the receipt and sufficiency whereof are hereby acknowledged and the parties hereto agree as follows:

1. The Lease is hereby extended for an additional term of three (3) years commencing June 1, 2012 and ending on May 31, 2015, (the "Sixth Extension Period"). Tenant's base rental obligations during the Sixth Extension Period shall be payable as follows:

<u>Year</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
1	\$38,400.00/Year	\$3,200.00/Month
2	\$39,200.00/Year	\$3,266.67/Month
3	\$40,000.00/Year	\$3,333.33/Month

2. Provided Tenant is not in default under any of the terms and conditions of the Lease, thereafter, Tenant shall have one (1) option to extend the Lease for an additional term of three (3) years. Said option shall be exercised in accordance with the provisions of the Lease.

In the event Tenant elects to extend the Lease for an additional period of three (3) years commencing June 1, 2015 and ending on May 31, 2018 (the "Seventh Extension Period"), Tenant's base rental obligations during the Seventh Extension Period shall be payable in accordance with the Lease as follows:

<u>Year</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
1	\$40,800.00/Year	\$3,400.00/Month
2	\$41,600.00/Year	\$3,466.67/Month
3	\$42,400.00/Year	\$3,533.33/Month

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

Signed, sealed and delivered in the presence of;

WITNESS AS TO LANDLORD

Cynthia Bukowski
Signature of Witness
By: Cynthia Bukowski
Print Name
Dev Richards
Signature of Witness
By: Dev Richards
Print Name

LANDLORD: Pinar Associates SC Company, Ltd.,
a Florida limited partnership
By: Pinar Corporate, Inc.,
a Florida corporation, General Partner

By: [Signature]
Steven Levin, President

WITNESS AS TO TENANT

Courtney B. Gordon
Signature of Witness
By: Courtney B. Gordon
Print Name
Vicki McElroy
Signature of Witness
By: Vicki McElroy
Print Name

TENANT: Orlando Orange County Expressway
Authority

By: [Signature]
Its: Director of Procurement

REVIEWED AND APPROVED
BY LEGAL [Signature]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 6th day of February,
2012, by Claude Miller (OOCEA Director of Procurement), Courtney B. Gordon and
Vicki McElroy (Witnesses as to Tenant) who are personally known to me.

[Signature]
Signature of Notary Public-State of Florida
Print, Type, or Stamp Commissioned Name of Notary public



OOCEA *12FEB16 AM10:32

LEASE EXTENSION AGREEMENT

This Agreement, executed this 23 day of January, 2009, by and between Orlando Orange County Expressway Authority, ("Tenant") and Pinar Associates SC Company, Ltd., ("Landlord"),

WITNESSETH:

Whereas, on the 11th day of February, 1994, Landlord and Tenant entered into a Lease Agreement, (the Lease and any amendments, addendum and exhibits thereto are hereinafter collectively referred to as the "Lease") for the premises known as 758-762 S. Goldenrod Road, Orlando, FL 32822 located in the Pinar Plaza Shopping Center for an initial term commencing February 11, 1994 and terminating May 31, 1997 with three (3) three (3) year extension options; and

Whereas, on March 10, 1997, Tenant exercised its first option to extend for three (3) years and signed a Lease Extension Agreement extending the Lease term to May 31, 2000 (the "First Extension Period"); and

Whereas, on May 18, 2000, Tenant exercised its second option to extend for three (3) years and signed a Lease Extension Agreement extending the Lease term to May 31, 2003 (the "Second Extension Period"); and

Whereas, on January 9, 2003, Tenant exercised its third option to extend for three (3) years extending the Lease term to May 31, 2006 (the "Third Extension Period"); and

Whereas, on February 21, 2006, Landlord and Tenant executed a Lease Extension Agreement to extend the Lease term to May 31, 2009 (the "Fourth Extension Period") and Landlord granted to Tenant one (1) additional three (3) year option period; and

Whereas, it is now the desire of Tenant to exercise its option to extend the Lease for its fifth additional term of three (3) years at the rental rates outlined below and for Landlord to grant to Tenant one (1) additional three (3) year option period pursuant to the terms and conditions as hereinafter set forth.

Now therefore, in consideration of the mutual covenants hereinafter contained, the premises, and the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid by Tenant to Landlord, the receipt and sufficiency whereof are hereby acknowledged and the parties hereto agree as follows:

1. The Lease is hereby extended for an additional term of three (3) years commencing June 1, 2009 and ending on May 31, 2012, (the "Fifth Extension Period"). Tenant's base rental obligations during the Fifth Extension Period shall be payable as follows:

<u>Years</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
1 - 3	\$35,200.00/Year	\$2,933.33/Month

Provided Tenant is not in default under any of the terms and conditions of the Lease, thereafter, Tenant shall have one (1) option to extend the Lease for an additional term of three (3) years. Said option shall be exercised in accordance with the provisions of Section 1.0, Item 18, Special Provision #1 of the Lease.

2. In the event Tenant elects to extend the Lease for an additional period of three (3) years commencing June 1, 2012 and ending on May 31, 2015, (the "Sixth Extension Period"), Tenant's base rental obligations during the Sixth Extension Period shall be payable in accordance with the Lease as follows:

<u>Year</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
1	\$38,400.00/Year	\$3,200.00/Month
2	\$39,200.00/Year	\$3,266.67/Month
3	\$40,000.00/Year	\$3,333.33/Month

Thereafter, Tenant shall have no further extension options.

3. During any Extension Period, Tenant shall remain responsible for its pro-rata share of Operating Expenses, Real Estate Taxes, and all applicable taxes, per month, all of which is subject to adjustment pursuant to the Lease.

4. **Section 51.0 - SIGNS** of the Lease is hereby amended to include the following paragraph:

Tenant, at Tenant's sole cost and expense, shall be obligated to repair and/or replace its sign panels as and when necessary due to fading or damage. Landlord shall provide Tenant with written notice of any required repair or replacement. In the event Tenant fails to repair or replace the faded or damaged sign panels within thirty (30) days from receipt of Landlord's notice, Landlord, at its option, may elect to repair or replace the sign panels and charge Tenant for such work. Any amounts due to Landlord hereunder shall be considered additional rent due and payable upon demand.

5. It is mutually understood that the Lease shall remain in full force and effect and unmodified, except as the same is specifically modified herein. All covenants, obligations, terms and conditions of the Lease, not modified by this Lease Extension Agreement are hereby ratified and confirmed. It is understood and agreed that this Lease Extension Agreement shall not be a binding contract until executed by all parties. In the event of a conflict between the Lease and this Lease Extension Agreement, this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

Signed, sealed and delivered in the presence of;

WITNESS AS TO LANDLORD

By: James
Signature of Witness
By: Andrew James
Print Name
By: K. Cardascia
Signature of Witness
By: Kim Cardascia
Print Name

LANDLORD: Pinar Associates SC Company, Ltd.,
a Florida limited partnership
By: Pinar Corporate, Inc.,
a Florida corporation, General Partner

By: [Signature]
Steven Levin, President

WITNESS AS TO TENANT

By: Carrie Goode
Signature of Witness
By: CARRIE GOODE
Print Name
By: Darleen Mazzillo
Signature of Witness
By: Darleen Mazzillo
Print Name

TENANT: Orlando Orange County Expressway
Authority

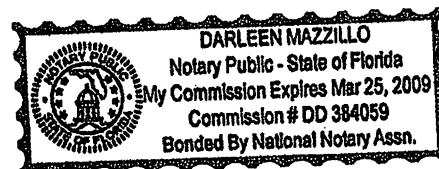
By: [Signature]
Its: Executive Director

**REVIEWED AND APPROVED
BY LEGAL** Joseph Hassiotone

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing was acknowledged before me this 22nd
day of January 2009 by Michael Snyder
who is personally known to me OR has produced n/a
as identification and who did/did not take an oath.

Darleen Mazzillo
DARLEEN M. MAZZILLO, NOTARY PUBLIC



K.0000078

#1430

LEASE EXTENSION AGREEMENT

This Agreement, executed this 21st day of February, 2006, by and between Orlando Orange County Expressway Authority, "Tenant" and Pinar Associates SC Company, Ltd., "Landlord",

WITNESSETH:

Whereas, on the 11th day of February, 1994, Landlord and Tenant entered into a Lease Agreement, (the Lease and any amendments, addendum and exhibits thereto are hereinafter collectively referred to as the "Lease") for the premises known as 758 S. Goldenrod Road, Orlando, FL 32822 located in the Pinar Plaza Shopping Center, for an initial term commencing February 11, 1994 and terminating May 31, 1997 with three (3) renewal options of three (3) years; and

Whereas, on March 10, 1997, Tenant exercised its first option to renew for three (3) years extending the Lease term to May 31, 2000 and retaining the right to renew this Lease for two (2) additional terms of three (3) years each; and

Whereas, on May 18, 2000, Tenant exercised its second option to renew for three (3) years extending the Lease term to May 31, 2003 and retaining the right to renew this Lease for one (1) additional term of three (3) years; and

Whereas, on January 9, 2003, Tenant exercised its third option to renew for three (3) years extending the Lease term to May 31, 2006 with no further renewal option;

Whereas, it is now the desire of Tenant to extend the lease for an additional term of three (3) years and obtain one (1) additional three (3) year option period pursuant to the terms and conditions as hereinafter set forth.

Now therefore, in consideration of the mutual covenants hereinafter contained, the premises, and the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid by Tenant to Landlord, the receipt and sufficiency whereof are hereby acknowledged and the parties hereto agree as follows:

- The Lease is hereby extended for an additional term of three (3) years commencing June 1, 2006 and ending on May 31, 2009, (the "Fourth Extension Period"). Tenant's base rental obligations during the Fourth Extension Period shall be payable as follows:

<u>Year</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
1	\$32,000.00/Year	\$2,666.67/Month
2	\$33,600.00/Year	\$2,800.00/Month
3	\$35,200.00/Year	\$2,933.33/Month

> \$100,800

Thereafter, Tenant shall have one (1) option to renew the Lease for an additional term of three (3) years (the "Fifth Extension Period")

- In the event Tenant elects to extend the Lease for an additional period of three (3) years commencing June 1, 2009 and ending on May 31, 2012, (the "Fifth Extension Period"), Tenant's base rental obligations during the Fifth Extension Period shall be payable in accordance with the Lease as follows:

<u>Year</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
1	\$36,800.00/Year	\$3,066.67/Month
2	\$38,400.00/Year	\$3,200.00/Month
3	\$40,000.00/Year	\$3,333.33/Month

- During the Extension Periods, Tenant shall remain responsible for its pro-rata share of Operating Expenses, Real Estate Taxes, and all applicable taxes, per month, all of which is subject to adjustment pursuant to the Lease.

4. It is mutually understood that the Lease shall remain in full force and effect and unmodified, except as the same is specifically modified herein. All covenants, obligations, terms and conditions of the Lease, not modified by this Lease Extension Agreement are hereby ratified and confirmed. It is understood and agreed that this Lease Extension Agreement shall not be a binding contract until executed by all parties. In the event of a conflict between the Lease and this Lease Extension Agreement, this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

Signed, sealed and delivered in the presence of;

WITNESS AS TO LANDLORD

Alonso Nodarse
Signature of Witness
By: *Alonso Nodarse*
Print Name

Cindy Chisholm
Signature of Witness
By: *Cindy Chisholm*
Print Name

LANDLORD: Pinar Associates SC Company, Ltd.,
A Florida limited partnership
By: West Investment Company, Inc.
a Florida corporation, general partner

By: *Steven Levin*
Steven Levin, Vice President

WITNESS AS TO TENANT

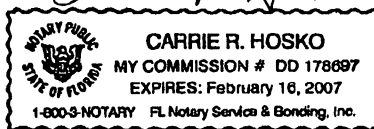
Darleen Mazzillo
Signature of Witness
By: *Darleen Mazzillo*
Print Name

Charlotte Brown
Signature of Witness
By: *CHARLOTTE BROWN*
Print Name

TENANT: Orlando Orange County
Expressway Authority

By: *[Signature]*
Its: *Executive Director*

Carrie R. Hosko 2/21/06



Claude Miller

From: Courtney Gordon
Sent: Thursday, January 15, 2015 9:21 AM
To: Claude Miller
Subject: FW: Lease (2003)

From: Eva Royal [mailto:EvaR@smdproperty.com]
Sent: Thursday, January 15, 2015 9:02 AM
To: Courtney Gordon
Subject: RE: Lease (2003)

There is no executed lease extension for the 2003 term. The lease just states that if you wish to extend then you can just simply give us notice of doing so. It is only necessary for an executed extension if you are changing the terms.

Eva Grace Royal

Leasing Representative

Southern Management and Development, L.P.

4800 North Federal Highway Suite D-307

Boca Raton, FL 33431

Office: 561.948.7100 x 108

Cell: 407.421.3532

Fax: 561.948.7120

evar@smdproperty.com

www.smdproperty.com



From: Courtney Gordon [mailto:Courtney.Gordon@CFXWay.com]
Sent: Thursday, January 15, 2015 7:45 AM
To: Eva Royal
Cc: Claude Miller
Subject: RE: Lease (2003)

Thanks Eva, would you happen to have the executed agreement? We're trying to put together a complete package for approval.

Thanks,

Courtney Gordon, CPPO, CPPB, FCCM
Contracts Analyst

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

4974 ORL Tower Road

Orlando, Florida 32807

(o) 407-690-5367

www.CFXway.com

PLEASE NOTE: Florida has a very broad public records law (F. S. 119). All e-mails to and from the Expressway Authority are kept as a public record. Your e-mail communications, including your e-mail address may be disclosed to the public and media at any time.

From: Eva Royal [<mailto:EvaR@smdproperty.com>]

Sent: Thursday, January 15, 2015 7:42 AM

To: Courtney Gordon

Subject: RE: Lease (2003)

Courtney,

Please see attached. It is a letter of renewal from 2003.

Eva Grace Royal

Leasing Representative

Southern Management and Development, L.P.

4800 North Federal Highway Suite D-307

Boca Raton, FL 33431

Office: 561.948.7100 x 108

Cell: 407.421.3532

Fax: 561.948.7120

evar@smdproperty.com

www.smdproperty.com

SMD

From: Courtney Gordon [<mailto:Courtney.Gordon@CFXWay.com>]

Sent: Tuesday, January 13, 2015 3:12 PM

To: Eva Royal

Subject: Lease (2003)

Hi Eva,

Could you please forward to me a copy of the 2003 lease?

Courtney Gordon, CPPO, CPPB, FCCM
Contracts Analyst

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

4974 ORL Tower Road

Orlando, Florida 32807

(o) 407-690-5367

www.CFXway.com



RECEIVED JAN 13 2003

ORLANDO - ORANGE COUNTY

525 SOUTH MAGNOLIA AVENUE, ORLANDO, FLORIDA 32801-4414
TELEPHONE (407) 316-3800 • FAX (407) 316-3801 • WWW.OOCEA.COM

Letter of Intent of Lease Extension Renewal

January 9, 2003

**Pinar Associates SC Company, LTD
C/o Southern Management & Development, LP., Agent for
Pinar Associates SC Company, LTD
21301 Powerline Road, Suite 312
Boca Raton, FL 33433**

**Subject: Lease Extension Renewal (third option)
May 12, 2006**

**Re: Premises; 758-762 Goldenrod Road
Orlando, Florida 32801**

**Tenant: Orlando Orange County Expressway Authority
525 South Magnolia Ave, Orlando FL 32821**

Dear Sir or Madam:

This letter will serve as our intent to extend the Lease Contract for the above-mentioned property to May 31, 2006 with one option to renew of one-year period. We invoke to the Terms and Conditions on the existing Lease Extension Agreement executed on the 18th day of May 2000.

Should you have any questions, please contact Mr. Orlando Rodriguez, Finance Manager at 407-316-3832.

Yours truly,

**Jorge Figueredo
Director of Operations,
Communication and Marketing**

**Cc Ron Fagan, Deputy Director of Operations
Fred Nieves, Service Center Manager**

**ALLAN E. KEEN
Chairman**

**ORLANDO L. EVORA
Vice Chairman**

**JAMES H. PUGH, JR.
Secretary/Treasurer**

**RICHARD T. CROTTY
Ex Officio Member
Orange County**

**MICHAEL SNYDER, P.E.
Ex Officio Member
Florida Department of
Transportation**

**HAROLD W. WORRALL, P.E.
Executive Director**

LEASE EXTENSION AGREEMENT

This Agreement, executed this 16 day of May 2000 by and between Orlando County Expressway Authority, as "Tenant" and Pinar Associates SC Company, Ltd., as Landlord.

WITNESSETH:

Whereas, on February 11, 1994, Tenant entered into a Lease Agreement for space with the street address of 758-762 S. Goldenrod Road, Orlando, Florida 32822, and;

Whereas, it is the desire of both the Landlord and the Tenant that the above described Lease be extended for three (3) years, which would be the second three (3) year option period.

Now therefore in consideration of the foregoing and of the following mutual covenants, the parties hereto agree as follows:

1. It is understood that the aforesaid Lease Agreement is hereby extended for a period of three (3) years, which is the Tenant's second of three (3), three (3) year option periods, commencing June 1, 2000 through May 31, 2003 and the Guaranteed Minimum Rental amount, plus all applicable taxes, during said extension period shall be paid as follows:

Landlord and Tenant mutually covenant and agree that the Guaranteed Minimum Rental due under Section 1.0, Item 6, and Section 3.1 of this Lease shall annually, beginning on the first anniversary date of the Rent Commencement Date, be subject to increase (but not subject to decrease) by the amount of the "rent adjustment" as defined and provided in this paragraph. Notwithstanding anything herein to the contrary, the fixed minimum rental for any year during the term of the Lease will not exceed one hundred and five percent (105%) of the fixed minimum rental due and payable by Tenant for the immediately preceding one year period. The "rent adjustment" shall be computed by reference to the statistics published in the Monthly Labor Review by the United States Department of Labor, Bureau of Labor Statistic designated "Consumer Price Index-U.S. city average for all urban consumers, 1967 equals 100. All items", hereinafter call the "Consumer Price Index".

- i = Consumer Price Index for April, 2000
- j = Consumer Price Index for the month of April of the first adjustment, and for the month of April immediately preceding the rental year in question for future adjustment, provided, however that if this figure should decline from the highest figure theretofore used in computing the "rent adjustment", then the highest figure shall be used instead.

j minus i divided by i multiplied by \$27,492.12 = "rent adjustment"

The "rent adjustment" shall be divided by twelve (12) and the quotient shall be added to each monthly installment. If the Bureau of Labor Statistics shall change the method of determining the Consumer Price Index, the formula for determining "rent adjustment" shall be altered or amended, if possible, so as to continue the base period and base figure, but in the event it shall be impossible to do so, or in the event the Bureau of Labor Statistics shall cease to publish the said statistical information, and it is not available from any other source, public or private, acceptable to both parties, then and in any such event, a new formula for determining "rent adjustment" shall be adopted by agreement between the parties, or by arbitration if the parties are unable to agree. If the parties are unable to agree, then a new formula for determining the "rent adjustment" shall be adopted for the parties by a board of arbitration, to consist of three (3) persons, one (1) of whom shall be chosen by the Landlord, and one (1) of whom shall be chosen by the Tenant and the third chosen by the two (2) so selected. If either of the parties shall fail to select an arbitrator within sixty (60) days after actual receipt of notice by the other party that an arbitrator has been selected, then a second arbitrator may be selected by the American Arbitration Association. The board of arbitration shall meet as soon as practical after appointment and shall fix the formula for determining "rent adjustment" and shall file a written report with the Landlord and with the Tenant signed by at least two (2) members of the board of arbitration and the decision of the board of arbitration shall be final and shall be binding upon both parties.

2. Tenant shall remain responsible for its prorata share of Operating Expenses, estimated at \$542.80 per month, and Real Estate Taxes, estimated at \$225.40 per month, subject to adjustment.
3. All other terms, covenants, and conditions as therein expressed remain the same.
4. It is mutually understood that the aforesaid Lease dated February 11, 1994 shall remain in full force and effect and unmodified, except as the same is specifically modified herein. All covenants, obligations, terms and conditions of said Lease, not modified by this Lease Extension Agreement are hereby ratified and confirmed. It is understood and agreed that this Lease Extension Agreement shall not be a binding contract until executed by all parties.

OP-1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

WITNESS AS TO LANDLORD

Harold W. Worrrall

By: LEANNE M. THAYER

M. O. M.

By: RICHARD D. MCHENRY

LANDLORD

Pinar Associates SC Company, Ltd.

A Limited Partnership

By: West Investments Company, Ltd.

General Partner

By: [Signature]

Its Vice President

WITNESS AS TO TENANT

[Signature]
Signature

By: Jorge Figueredo
Print Name

Patricia Varela
Signature

By: Patricia Varela
Print Name

TENANT: Orlando Orange County Expressway Authority

By: Harold W. Worrrall

It's: Executive Director

Approved as T. Form

[Signature]

STATE OF FLORIDA
COUNTY OF ORANGE

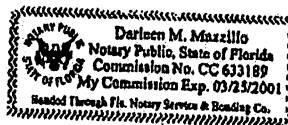
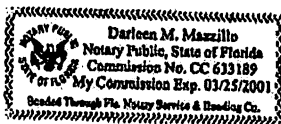
The foregoing was acknowledged before me this 12th day of May, 2000 by Jorge Figueredo and Patricia Varela, who are personally known to me and who did not take an oath.

Darleen M. Mazzillo
Darleen M. Mazzillo
Notary Public

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing was acknowledged before me this 12th day of May, 2000 by Harold W. Worrrall, who is personally known to me and who did not take an oath.

Darleen M. Mazzillo
Darleen M. Mazzillo
Notary Public



LEASE EXTENSION AGREEMENT

This Agreement, executed this 10th day of March, ¹⁹⁹⁷1996, by and between Orlando Orange County Expressway Authority, as "Tenant" and Pinar Associates SC Company, Ltd., as "Landlord",

WITNESSETH:

Whereas, on February 11, 1994, Tenant entered into a Lease Agreement for space with the street address of 758-762 S. Goldenrod Road, Orlando, Florida 32822, and;

Whereas, it is the desire of both the Landlord and the Tenant that the above described Lease be extended for three (3) years, which would be the first three (3) year option period.

Now therefore in consideration of the foregoing and of the following mutual covenants, the parties hereto agree as follows:

1. It is understood that the aforesaid Lease Agreement is hereby extended for a period of three (3) years, which is the Tenant's first of three (3), three (3) year option periods, commencing June 1, 1997 through May 31, 2000 and the Guaranteed Minimum Rental amount, plus all applicable taxes, during said extension period shall be paid as follows:

Landlord and Tenant mutually covenant and agree that the Guaranteed Minimum Rental due under Section 1.0, Item 6, and Section 3.1 of this Lease shall annually, beginning on the first anniversary date of the Rent Commencement Date, be subject to increase (but not subject to decrease) by the amount of the "rent adjustment", as defined and provided in this paragraph. Notwithstanding anything herein to the contrary, the fixed minimum rental for any year during the term of the Lease will not exceed one hundred and five percent (105%) of the fixed minimum rental due and payable by Tenant for the immediately preceding one year period. The "rent adjustment" shall be computed by reference to the statistics published in the Monthly Labor Review by the United States Department of Labor, Bureau of Labor Statistic, designated "Consumer Price Index-U.S. city average for all urban consumers, 1967 equals 100, All items", hereinafter called the "Consumer Price Index".

i = Consumer Price Index for April, 1997

l = Consumer Price Index for the month of April or the first adjustment, and for the month of April immediately preceding the rental year in question for future adjustment, provided, however that if this figure should decline from the highest figure theretofore used in computing the "rent adjustment", then the highest figure shall be used instead.

$\frac{l - i}{i}$ = multiplied by \$ 25,599.96 = "rent adjustment".

The "rent adjustment" shall be divided by twelve (12) and the quotient shall be added to each monthly installment. If the Bureau of Labor Statistics shall change the method of determining the Consumer Price Index, the formula for determining "rent adjustment" shall be altered or amended, if possible, so as to continue the base period and base figure, but in the event it shall be impossible to do so, or in the event the Bureau of Labor Statistics shall cease to publish the said statistical information, and it is not available from any other source, public or private, acceptable to both parties, then and in any such event, a new formula for determining "rent adjustment" shall be adopted by agreement between the parties, or by arbitration if the parties are unable to agree. If the parties are unable to agree, then a new formula for determining the "rent adjustment" shall be adopted for the parties by a board of arbitration, to consist of three (3) persons, one (1) of whom shall be chosen by the Landlord, and one (1) of whom shall be chosen by the Tenant and the third chosen by the two (2) so selected. If either of the parties shall fail to select an arbitrator within sixty (60) days after actual receipt of notice by the other party that an arbitrator has been selected, then a second arbitrator may be selected by the American Arbitration Association. The board of arbitration shall meet as soon as practical after appointment and shall fix the formula for determining "rent adjustment" and shall file a written report with the Landlord and with the Tenant signed by at least two (2) members of the board of arbitration and the decision of the board of arbitration shall be final and shall be binding upon both parties.

2. Tenant shall remain responsible for its prorata share of Operating Expenses, estimated at \$372.34 per month, and Real Estate Taxes, estimated at \$218.67 per month, subject to adjustment.
3. It is understood and agreed that Exhibit H (Environmental Addendum) and Exhibit I (Asbestos Containing Material) are attached hereto and are made a part of the original Lease dated February 11, 1994.
4. All other terms, covenants, and conditions as therein expressed remain the same.
5. It is mutually understood that the aforesaid Lease dated February 11, 1994 shall remain in full force and effect and unmodified, except as the same is specifically modified herein. All covenants, obligations, terms and conditions of said Lease, not modified by this Lease Extension Agreement are hereby ratified and confirmed. It is understood and agreed that this Lease Extension Agreement shall not be a binding contract until executed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

Signed, sealed and delivered
in the presence of,

WITNESS AS TO LANDLORD

Becky L. Miller
Signature of Witness

By: Becky L. Miller
Printed Name of Witness

Karen Wilt
Signature of Witness

By: Karen Wilt
Printed Name of Witness

LANDLORD:

Pinar Associates SC Company, Ltd.

A Limited Partnership

By: West Investments Company, Inc.
Its General Partner

By: James Rice
Vice President

WITNESS AS TO TENANT

Darleen Mazzillo
Signature of Witness

By: Darleen Mazzillo
Printed Name of Witness

Patricia Varela
Signature of Witness

By: Patricia Varela
Printed Name of Witness

TENANT: Orlando Orange County
Expressway Authority

By: Harold W. Small
Its:

(SEAL)

EXHIBIT H
IRONMENTAL ADDENDUM TO LEASE AGREEMENT

This Environmental Addendum To Lease ("Addendum") is made this 10th day of March, 1999, between Orlando Orange County Expressway Authority, the Tenant, and Pinar Associates SC Company, Ltd., the Landlord; for the Demised Premises located at 758-762 S. Goldenrod Road, Orlando, Florida, located in the Pinar Plaza Shopping Center.

1. **"Environmental Law"** shall mean all federal, state or local laws, regulations, ordinances, rules, judgments, orders, decrees, permits, or other restrictions relating to the environment, environmental, or health and safety, or effects from or the use, treatment, storage, manufacture, processing, distribution, transport, placement, handling, discharge, release, emission, generation, production, disposal, release or threatened release (collectively "handling") of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances, materials or wastes into the environment. "Waste" shall mean any contaminant, pollutant, chemical, waste, petroleum product, radioactive waste, poly-chlorinated biphenyl, asbestos, hazardous or toxic, substance, material or waste of any kind, including, without limitation, any substance regulated by any Environmental Law.

2. **Compliance.** As a material inducement to Landlord to lease the Premises to Tenant, Tenant covenants and warrants that Tenant and Tenant's use of the Premises will at all times comply with and conform to all Environmental Laws, including without limitation, those Environmental Laws which relate to the handling of any Waste on or about the Premises. Tenant shall obtain and maintain all permits, licenses and authorization necessary for its use of the Premises in compliance with all applicable laws including any Environmental Laws.

3. **Notice to Landlord.** Immediately upon discovery or notice of same ("Notice"), Tenant shall notify Landlord (including a copy of any written notice) of any: (i) actual, alleged or threatened violation or non-compliance of any Environmental Law on or about the Premises, or (ii) breach of representation or warranty under this Addendum (collectively referred to as "Non-Compliance").

4. **Right of Entry.** Landlord or its designated agent(s) is given the right, but not the obligation, to inspect and monitor the Premises and Tenant's use of the Premises in order to confirm Tenant's compliance with the terms and conditions hereof.

5. **Remediation.** In the event of any Non-Compliance, then Tenant shall promptly commence, and diligently pursue, at Tenant's sole expense, the cure of same, including without limitation the complete decontamination of any Waste on or about the Premises (collectively "Remediation"). Such Remediation shall be completed to the satisfaction of Landlord and in compliance with Environmental Laws and procedures of all governmental agencies having jurisdiction over the Premises. Prior to submission, Tenant shall provide Landlord with copies of any reports, plans, data, analyses, proposals to be submitted to such regulatory agency. Notwithstanding the above, Landlord shall have the right, but not the obligation to enter onto the Premises and to take such other actions as it deems necessary or advisable to conduct Remediation, or to otherwise deal with any Notice or Non-Compliance which, in the sole opinion of the Landlord, could result in action against Tenant or Landlord. All reasonable costs and expenses incurred by Landlord in the exercise of any such rights shall be payable by Tenant on demand, shall be deemed additional rent hereunder, and subject to the indemnification provisions of paragraph 6, below.

6. **Environmental Indemnification.** Tenant hereby agrees that it will indemnify, defend, save and hold harmless Landlord, and its officers, directors, shareholders, employees, agents, and each of their successors and assigns (the "Indemnified Parties") against and from, and to reimburse the Indemnified Parties with respect to, any and all losses, liabilities, damages, interest, deficiencies, fines, penalties, costs and expenses, reasonable attorneys' fees and disbursements (whether in court, out of court, in bankruptcy or administrative proceedings or on appeal), including, without limitation, claims, suits and proceedings by federal state, county and local governmental authorities or private parties (collectively, the "Losses"), incurred by or asserted against the Indemnified Parties by reason or arising out of: (a) any Notice or Non-Compliance hereunder, (b) the Handling of any Waste by Tenant, or any subtenant, licensee, concessionaire, manager, or other party occupying, using or affecting the Premises as a result of or in connection with Tenant's operations on the Premises; or (c)(i) any investigation, monitoring, clean-up, containment, removal, storage, or restoration work required by, or incurred by Landlord or any other person in a reasonable belief that such work is necessary or required by any Environmental Law, and (ii) any claims of third parties for loss, injury, expense, or damage arising out of the Handling of any Waste on, under, in, above, to or from the Premises, or any Notice or Non-Compliance.

7. **Survival/Default.** Notwithstanding anything in this Lease to the contrary, the covenants, representations, warranties, indemnities and undertakings of Tenant set forth in this Addendum shall survive the expiration or termination of this Lease regardless of the method of expiration or termination of the Lease. The breach of any covenant, representation or warranty hereunder shall be deemed an event of default under the Lease.

8. **Surrender/Environmental Risk.** This Lease is intended to be, and shall be construed as, an absolutely net to Landlord of any environmental liability arising out of or in connection with Tenant's use of the Premises. As a material inducement to Landlord to enter into this Lease, Tenant agrees to assume all responsibility and cost of any kind associated with or arising out of any Notice, Non-Compliance or environmental liability on or about the Premises arising out of or in connection with Tenant's operations on the Premises, to indemnify the Indemnified Parties as provided herein, and to fully comply with the terms and conditions of this Addendum. At the expiration or termination of this Lease, the Premises shall be returned to Landlord in as good condition as at the commencement of this Lease notwithstanding any remediation levels for Waste or spill cleanup imposed by environmental Laws which may be in excess of the levels of such Wastes at the Premises prior to the Lease Commencement Date.

9. **Hazardous Materials.** "Hazardous Materials" includes, without limit, any flammable explosives, radioactive materials, petroleum, natural gas liquids, hazardous materials, hazardous wastes, hazardous or toxic substances, or any pollutant or contaminant defined as such, in or used by any federal, state, or local law, ordinance, rule, regulation, standard, order or decree which relates to protection of the public health, welfare and the environment, including without limitation those relating to the storage, handling and use of chemicals and other hazardous materials, those relating to the generation, processing, treatment, storage, transport, disposal or other management of waste material of any kind and those relating to the protection of environmentally sensitive areas ("Environmental Laws").

Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances, or materials. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Premises any such materials or substances. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any applicable state or local laws and the regulations adopted under these acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of Hazardous Materials, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional charges if such requirement applies to the Premises. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's request concerning Tenant's best knowledge and belief regarding the presence of hazardous substances or materials on the Premises. In all events, Tenant shall indemnify Landlord in the manner elsewhere provided in this Lease from any release of Hazardous Materials on the Premises occurring while Tenant is in possession, or elsewhere if caused by Tenant or persons acting under Tenant. The within covenants shall survive the expiration or earlier termination of the Lease term. In addition to Section 60.0, Tenant must comply with any and all governmental ordinances regarding the disposing of any chemical and/or toxic waste. Upon Landlord's request, Tenant must supply Landlord with sufficient proof that Tenant is in compliance with all laws concerning hazardous waste and/or materials.

WITNESS AS TO TENANT

TENANT:

Orlando Orange County Expressway
Authority

Carleen Mazzella
Signature of Witness
By: Carleen Mazzella
Printed Name of Witness
Patricia Varela
Signature of Witness
By: Patricia Varela
Printed Name of Witness

Harold W. Womall
By: Harold W. Womall
Its: Executive Director

EXHIBIT H
ENVIRONMENTAL ADDENDUM TO LEASE AGREEMENT

This Environmental Addendum To Lease ("Addendum") is made this 15th day of March, 1997, between Orlando Orange County Expressway Authority, the Tenant, and Pinar Associates SC Company, Ltd., the Landlord, for the Demised Premises located at 758-762 S. Goldenrod Road, Orlando, Florida, located in the Pinar Plaza Shopping Center.

1. **"Environmental Law"** shall mean all federal, state or local laws, regulations, ordinances, rules, judgments, orders, decrees, permits, or other restrictions relating to the environment, environmental, or health and safety, or effects from or the use, treatment, storage, manufacture, processing, distribution, transport, placement, handling, discharge, release, emission, generation, production, disposal, release or threatened release (collectively "handling") of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances, materials or wastes into the environment. "Waste" shall mean any contaminant, pollutant, chemical, waste, petroleum product, radioactive waste, poly-chlorinated biphenyl, asbestos, hazardous or toxic, substance, material or waste of any kind, including, without limitation, any substance regulated by any Environmental Law.
2. **Compliance.** As a material inducement to Landlord to lease the Premises to Tenant, Tenant covenants and warrants that Tenant and Tenant's use of the Premises will at all times comply with and conform to all Environmental Laws, including without limitation, those Environmental Laws which relate to the handling of any Waste on or about the Premises. Tenant shall obtain and maintain all permits, licenses and authorization necessary for its use of the Premises in compliance with all applicable laws including any Environmental Laws.
3. **Notice to Landlord.** Immediately upon discovery or notice of same ("Notice"), Tenant shall notify Landlord (including a copy of any written notice) of any: (i) actual, alleged or threatened violation or non-compliance of any Environmental Law on or about the Premises, or (ii) breach of representation or warranty under this Addendum (collectively referred to as "Non-Compliance").
4. **Right of Entry.** Landlord or its designated agent(s) is given the right, but not the obligation, to inspect and monitor the Premises and Tenant's use of the Premises in order to confirm Tenant's compliance with the terms and conditions hereof.
5. **Remediation.** In the event of any Non-Compliance, then Tenant shall promptly commence, and diligently pursue, at Tenant's sole expense, the cure of same, including without limitation the complete decontamination of any Waste on or about the Premises (collectively "Remediation"). Such Remediation shall be completed to the satisfaction of Landlord and in compliance with Environmental Laws and procedures of all governmental agencies having jurisdiction over the Premises. Prior to submission, Tenant shall provide Landlord with copies of any reports, plans, data, analyses, proposals to be submitted to such regulatory agency. Notwithstanding the above, Landlord shall have the right, but not the obligation to enter onto the Premises and to take such other actions as it deems necessary or advisable to conduct Remediation, or to otherwise deal with any Notice or Non-Compliance which, in the sole opinion of the Landlord, could result in action against Tenant or Landlord. All reasonable costs and expenses incurred by Landlord in the exercise of any such rights shall be payable by Tenant on demand, shall be deemed additional rent hereunder, and subject to the indemnification provisions of paragraph 6, below.
6. **Environmental Indemnification.** Tenant hereby agrees that it will indemnify, defend, save and hold harmless Landlord, and its officers, directors, shareholders, employees, agents, and each of their successors and assigns (the "Indemnified Parties") against and from, and to reimburse the Indemnified Parties with respect to, any and all losses, liabilities, damages, interest, deficiencies, fines, penalties, costs and expenses, reasonable attorneys' fees and disbursements (whether in court, out of court, in bankruptcy or administrative proceedings or on appeal), including, without limitation, claims, suits and proceedings by federal state, county and local governmental authorities or private parties (collectively, the "Losses"), incurred by or asserted against the Indemnified Parties by reason or arising out of: (a) any Notice or Non-Compliance hereunder, (b) the Handling of any Waste by Tenant, or any subtenant, licensee, concessionaire, manager, or other party occupying, using or affecting the Premises as a result of or in connection with Tenant's operations on the Premises; or (c) (i) any investigation, monitoring, clean-up, containment, removal, storage, or restoration work required by, or incurred by Landlord or any other person in a reasonable belief that such work is necessary or required by any Environmental Law, and (ii) any claims of third parties for loss, injury, expense, or damage arising out of the Handling of any Waste on, under, in, above, to or from the Premises, or any Notice or Non-Compliance.
7. **Survival/Default.** Notwithstanding anything in this Lease to the contrary, the covenants, representations, warranties, indemnities and undertakings of Tenant set forth in this Addendum shall survive the expiration or termination of this Lease regardless of the method of expiration or termination of the Lease. The breach of any covenant, representation or warranty hereunder shall be deemed an event of default under the Lease.
8. **Surrender/Environmental Risk.** This Lease is intended to be, and shall be construed as, an absolutely net to Landlord of any environmental liability arising out of or in connection with Tenant's use of the Premises. As a material inducement to Landlord to enter into this Lease, Tenant agrees to assume all responsibility and cost of any kind associated with or arising out of any Notice, Non-Compliance or environmental liability on or about the Premises arising out of or in connection with Tenant's operations on the Premises, to Indemnify the Indemnified Parties as provided herein, and to fully comply with the terms and conditions of this Addendum. At the expiration or termination of this Lease, the Premises shall be returned to Landlord in as good condition as at the commencement of this Lease notwithstanding any remediation levels for Waste or spill cleanup imposed by environmental Laws which may be in excess of the levels of such Wastes at the Premises prior to the Lease Commencement Date.
9. **Hazardous Materials.** "Hazardous Materials" includes, without limit, any flammable explosives, radioactive materials, petroleum, natural gas liquids, hazardous materials, hazardous wastes, hazardous or toxic substances, or any pollutant or contaminant defined as such, in or used by any federal, state, or local law, ordinance, rule, regulation, standard, order or decree which relates to protection of the public health, welfare and the environment, including without limitation those relating to the storage, handling and use of chemicals and other hazardous materials, those relating to the generation, processing, treatment, storage, transport, disposal or other management of waste material of any kind and those relating to the protection of environmentally sensitive areas ("Environmental Laws").

Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances, or materials. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Premises any such materials or substances. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any applicable state or local laws and the regulations adopted under these acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of Hazardous Materials, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional charges if such requirement applies to the Premises. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's request concerning Tenant's best knowledge and belief regarding the presence of hazardous substances or materials on the Premises. In all events, Tenant shall indemnify Landlord in the manner elsewhere provided in this Lease from any release of Hazardous Materials on the Premises occurring while Tenant is in possession, or elsewhere if caused by Tenant or persons acting under Tenant. The within covenants shall survive the expiration or earlier termination of the Lease term. In addition to Section 60.0, Tenant must comply with any and all governmental ordinances regarding the disposing of any chemical and/or toxic waste. Upon Landlord's request, Tenant must supply Landlord with sufficient proof that Tenant is in compliance with all laws concerning hazardous waste and/or materials.

WITNESS AS TO TENANT

TENANT:

Orlando Orange County Expressway
Authority

By: Darlene Mazzillo
Signature of Witness
Printed Name of Witness
By: Patricia Varela
Signature of Witness
Printed Name of Witness

By: Harold W. Wornall
Its: Executive Director

EXHIBIT I

ASBESTOS-CONTAINING MATERIAL (ACM)

Most buildings constructed or renovated before 1981 contain some asbestos-containing materials (ACM). The presence of asbestos in a building does not pose a risk to the building occupants if the material is managed in a fashion which insured that it is not disturbed without proper precautions. OSHA has published a new rule (*Occupational Exposure to Asbestos; Final Rule* 59 Fed. Reg. 40,964; August 10, 1994, as amended) effective October 1, 1995, that imposes significant new worker protection, record keeping, record sharing and notice requirements on landlords, tenants, and their respective contractors when dealing with known ACM, or building materials installed before 1981 that are presumed to contain ACM (called "PACM" under the rule). If you are not familiar with these new requirements, we urge that you become familiar with them immediately - in addition to traditional "asbestos removal" projects, the rule covers a wide variety of building maintenance activities that previously were not regulated, including traditional custodial activities and other small repairs that may involve ACM or PACM.

Among other requirements, landlords and their tenants are required to keep and share information regarding the presence of any known ACM in the premises. (The notice and record keeping requirements of the rule are too extensive to summarize here in detail. It is each tenant's responsibility to ensure they are in compliance with all rule requirements.) In accordance with the rule, we request that you keep us apprised of any work within your unit that you perform in the future. Although you are required to maintain independent records of these matters, this information should be transmitted to us promptly to ensure the overall coordination of these matters through Pinar Plaza Shopping Center.

In any case, no ACM or PACM should be removed or disturbed without prior written notice to Pinar Plaza Shopping Center, attention Property Manager, and any other parties required to be notified under applicable law. All maintenance, custodial, or repair work, and all removal projects must be performed in strict accordance with all applicable rules and regulations, including OSHA's new rule and the worker protection, notice and record keeping requirements therein.

LL T

Pinar Associates SC Company, Ltd.

"Landlord"

Orlando Orange County Expressway Authority

"Tenant"

LEASE

Premises In: Pinar Plaza, Orlando, Florida

**SHOPPING CENTER LEASE
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SHOPPING CENTER LEASE

THIS LEASE made and entered into as of the 11th day of February, 1994, by and between Landlord and Tenant as specified in Items 1 and 2 of the Definitions appearing in Section 1.0 hereof.

Landlord hereby demises and rents unto Tenant, and Tenant hereby leases from Landlord, certain premises now existing in Landlord's shopping center as described in Item 3 of the Definitions appearing in Section 1.0 hereof, and upon the terms, covenants and conditions contained herein.

WITNESSETH:

SECTION 1.0 DEFINITIONS: The following Items shall be defined or be referred to as indicated below for the purposes of this Lease and the Exhibits attached hereto:

Item 1 - Landlord: Pinar Associates SC Company, Ltd.

Item 2 - Tenant: Orlando Orange County Expressway Authority

Item 3 - Shopping Center (Section 1.2): Pinar Plaza

Address: 758-762 So. Goldenrod Road
Orlando, FL 32822*

*Please note this address is subject to change due to the splitting of the space.

County: Orange

Premises: Store/Bay #758-762, as shown on Exhibit A, Site Plan

Item 4 - Term (Section 2.0): Three (3) Years From Rent Commencement Date.

Item 5 - Lease Commencement Date (Section 2.0): Upon full execution of the Lease Agreement

Lease Expiration Date (Section 2.0): Three (3) years from Rent Commencement Date

Rent Commencement Date (Section 2.0): Thirty (30) days from Turn Over Date

Turn Over Date: Thirty (30) days from full execution of the Lease. *MAY HAVE*
The Landlord is not opposed to Tenant having use of and access to the space during the time it takes to demo space and erect demising wall, provided Tenant submits proof of insurance. However, it is understood that Landlord must not be hindered in any way.

Item 6 - Guaranteed Minimum Rental (Section 3.1) Payable as follows, plus all applicable taxes:

First Month's Rental Payment In The Amount Of \$2,645.33* *will be received by February 18, 1994, in*
~~Of This Lease Agreement By Tenant~~ *the* This Amount Includes Operating Expenses, Real Estate Tax, *Landlord's*
And All Applicable Taxes. *office,*

Year	Annual Base Rent	Monthly Base Rent
1	\$25,600.00	\$2,133.33
2	25,600.00	2,133.33
3	25,600.00	2,133.33

*Amount is subject to Florida State Sales Tax. Tenant must submit proof of exemption.

Rent for the three year initial term will not be subject to C.P.I. increases.

Item 7 - Percentage Rent (Section 3.2): N/A

Item 7a - Sales Reports (Section 4.0): N/A

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or the lease will become null and void at the option of Landlord
le

- Item 8 - Use of Premises (Section 9.0): To operate only as an expressway authority E-Pass service center.
- Item 9 - Notices to Landlord (Section 23.0): Pinar Associates SC Company, Ltd.
c/o Realty Management Company
8931 North Florida Avenue
Tampa, Florida 33604
- Item 10 - Notice to Tenant (Section 24.0): Orlando Orange County Expressway Authority
758 So. Goldenrod Road
Orlando, FL 32822
and
Orlando Orange County Expressway Authority
525 S. Magnolia
Orlando, FL 32801
Attention: Executive Director
- Item 11 - Estimated Real Estate Tax Cost for 1994 (Section 29.0): Monthly \$218.67
- Item 12 - Estimated Operating Expenses for 1994 (Section 30.0): Monthly \$293.33
- Item 13 - Estimated Security Force Cost For 1994 (Section 62.0): Monthly \$0.00
Should Security Force Become Active, Tenant Shall Be Responsible For Its Pro Rata Share of Said Expenses.
- Item 14 - Intentionally Deleted
- Item 15 - Security Deposit (Section 35.0): \$0.00
- Item 16 - Broker's Commission (Section 48.0): N/A
- Item 17 - Option To Renew (Special Provision #1): Up to three (3) terms of three (3) years

Item 18 - Special Provisions

1. If and only if, the Tenant shall have fully done, performed, and observed all of the terms, covenants, and conditions required hereunder to be done, performed and observed by it and Tenant is not in default under the terms of this Lease, as of the time of exercise of the Option, following the passage of any applicable notice or curative period as herein provided, then the Tenant, by giving Landlord written notice not less than one hundred eighty (180) days nor more than two hundred forty (240) days prior to the expiration of the initial lease term, shall have the right to renew this lease for up to three (3) terms of three (3) years each upon the same terms, covenants and conditions as the initial term of this lease; excepting, however that (a) there shall be no further option periods and (b) the Fixed Minimum Rent for the option period shall be determined as provided below:

So as to afford Landlord with consistent purchasing power of his rental income during future years of the Lease, the Guaranteed Minimum Rental described in Item 6 (Section 3.1) of the Definitions shall be subject to adjustments from time to time as provided for herein. Landlord and Tenant agree to adopt as a standard for measuring fluctuations of the purchasing power of this rental income the Consumer Price Index (for all urban consumers) - All Items (1967 = 100) issued by the Bureau of Labor Statistics of the U.S. Department of Labor ("CPI"). The Guaranteed Minimum Rent shall be adjusted to reflect increases in the cost of living as set forth by the CPI Figure or any successor or substituted index appropriately adjusted. Adjustments shall be made annually, on the date(s) as provided in Item 6 of the Definitions. The CPI Figure for the month of March, 1996 shall be defined as the BASIC STANDARD. The CPI Figure for each anniversary date of the Basic Standard shall be defined as the NEW INDEX FIGURE. These adjustments shall be made and the adjusted monthly Fixed Minimum Rent (NEW RENTAL) for the ensuing period shall be arrived at by multiplying the monthly Fixed Minimum Rent for the last full month of the third year of the initial Lease term, as described in Item 6, by a fraction, the numerator of which shall be the respective NEW INDEX FIGURE and the denominator of which shall be the BASIC STANDARD. Notwithstanding anything herein to the contrary, in no event shall the Fixed Minimum Rental for any year during the term of the lease ever exceed one hundred and five per cent (105%) of the fixed minimum rental due and payable by Tenant for the immediately preceding one-year period.

Landlord shall notify Tenant in writing of the amount of the New Rental and same shall be due on the first day of the month beginning that same adjustment period and each month thereafter until adjusted again. However, in no event shall the rental due and payable hereunder be less than the annual Fixed Minimum Rent for the preceding term, regardless of the value of the dollar as reflected by said CPI Figure.

In the event the amount of CPI Figure increase is not known until after the first month of the period for which the adjustment is to be made, due to delays in publications of the CPI Figure, or any other reason, then, upon notification of the increase by Landlord, the Tenant shall pay the full amount of the increase which is due for any prior months during the adjustment period, within Fifteen (15) days following receipt of Landlord's written notice of the amount due.

2. Landlord will abate base rent, real estate tax, operating expenses and all applicable taxes for thirty (30) days from the Turn Over Date.

SECTION 1.1 LEASE AND EXHIBITS: The pages and exhibits listed hereunder and attached to this Lease are incorporated and made a part hereof:

Printed Pages	15
Exhibit A	Site Plan
Exhibit B	Landlord's and Tenant's Work
Exhibit C	Legal Description
Exhibit D	Rules and Regulations
Exhibit E-1	Sign Criteria
Exhibit E-2	Tenant's Preliminary Proposed Sign Drawing
Exhibit F	Guarantee of Lease
Exhibit G	Existing Non-Permitted Uses
Exhibit H	Exemption Certificate - Florida State Sales Tax
Exhibit I	Intended Renovations

SECTION 1.2 PREMISES: In consideration of the rent hereinafter agreed upon to be paid by the Tenant to the Landlord, and in consideration of the covenants of the respective parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, the Landlord does hereby lease and let unto the Tenant, and the Tenant does hereby hire from the Landlord, those certain premises (hereinafter called "Premises" or "the Demised Premises"), as described in Item 3 of the Definitions, outlined on Exhibit A.

The Landlord reserves the right to change building perimeters, add buildings, driveways, malls, kiosks, or other structures, and to make any other changes it desires in and about the Shopping Center, including the Common Areas, provided only that reasonable access to the Demised Premises is provided and maintained and further provided that there is no adverse impact on visibility of the Premises on Goldenrod Road; any material reduction in the number of parking spaces located in the vicinity of the Premises, or any other material adverse impact caused by the Landlord on Tenant's ability to conduct its business in the Premises in the manner contemplated by the Lease. The Landlord makes no representation as to the identity of other Tenants in the Shopping Center and said Tenants may be changed from time to time.

SECTION 2.0 TERM: TO HAVE AND TO HOLD the Demised Premises for a term specified in Item 4 of the Definitions commencing on the Lease Commencement Date and expiring on the Lease Expiration Date, as provided in Item 5 of the Definitions, unless sooner terminated or extended as hereinafter provided.

SECTION 3.0 RENTAL: The Tenant covenants and agrees that it will, without deduction, demand or set-off, pay to the Landlord for the use of the Demised Premises, rental as follows:

SECTION 3.1 GUARANTEED MINIMUM RENTAL: A guaranteed minimum rental at the rate specified in Item 6 of the Definitions, plus applicable state sales tax, subject to escalation as set forth in Item 6 of the Definitions. The Guaranteed Minimum Rental shall not commence until the Rent Commencement Date, which shall be the date set forth in Item 5 of the Definitions, unless otherwise specified, or the day Tenant opens for business in the Demised Premises, whichever shall first occur. When the Rent Commencement Date has been determined, Landlord and Tenant agree to enter into a written memorandum as to such date. All monthly installments of Guaranteed Minimum Rental shall be payable in advance on the first day of each and every month during the term of this Lease, commencing with the Rent Commencement Date. If the Rent Commencement Date is not the first day of a month, then Tenant shall pay on the Rent Commencement Date, a pro-rata portion of a monthly installment of Guaranteed Minimum Rent prorated on a per diem basis for the period from the rent commencement date through the last day of the month in which the Rent Commencement Date commences.

~~**SECTION 3.2 PERCENTAGE RENTAL:** In addition to the Guaranteed Minimum Rental, as aforesaid, the Tenant covenants and agrees to pay to the Landlord as additional rental, a sum equal to the amount, if any, of the percentage rent rate, as specified in Item 7 of the Definitions, of all gross sales made in, on or from the said Premises during each Lease Year, as defined, multiplied by the aggregate of the Guaranteed Minimum Rental by Tenant for such Lease Year.~~

Said additional rental, plus applicable state sales tax, as set forth in Item 7 of the Definitions shall be paid in annual installments as follows: Within thirty (30) days after the end of each Lease Year, Tenant shall pay to the Landlord, after deducting therefrom the Guaranteed Minimum Rental paid for said Lease Year a sum of money equal to the above provided for percentage of the gross sales made in, on or from the Demised Premises for said Lease Year, computed on the above formula. This covenant and all other covenants of Tenant shall survive the expiration of this Lease.

For purposes of this Lease, the first Lease Year shall be deemed to begin on the Rent Commencement Date and to end twelve (12) months thereafter; provided, if said first twelve (12) months' period does not end on the last day of a calendar month, the first Lease Year shall be extended to the end of said month, and each succeeding twelve (12) month period thereafter shall be deemed a Lease Year.

If this Lease shall expire or be terminated on a date other than that fixed for its termination herein, then said additional rental shall be computed and apportioned at the rate and on the basis as herein set forth, and the payment of such additional percentage rental shall be made on the 20th day of the calendar month next succeeding the termination of this Lease. This covenant shall survive the expiration of this Lease.

On default in the payment of any additional rental, Landlord shall have the same rights and remedies as are provided for in this Lease and by law with respect to default in the payment of ~~Guaranteed Minimum Rental.~~

~~**SECTION 4.0 SALES REPORTS:** The Tenant shall, throughout the term of this Lease, keep a full, true and accurate account of the entire gross sales of the business or businesses conducted in, on~~

~~or from the Demised Premises.~~

Tenant shall and hereby agrees that it will furnish Landlord with reports in writing on or before the tenth (10th) day of the month next following the month for which each report is given, certified by Tenant, if an individual, or an authorized officer of the Tenant, if a corporation, in accordance with Item 7a, showing the amount of gross sales, as hereinafter defined, made in, on or from the Demised Premises during the preceding month.

The Tenant further agrees that it will submit to the Landlord within thirty (30) days after the expiration of each Lease Year period, at the place where the rent herein reserved is then payable, a complete statement, certified by a Certified Public Accountant, showing in all reasonable detail the amount of gross sales, as hereinafter defined, made in, on or from the Demised Premises during said period and will submit and pay with said statement any additional rental which may be due and payable by Tenant. Tenant shall require its subtenants, if any, are permitted under the terms of this Lease, to furnish similar statements.

SECTION 5.0 GROSS SALES: The term "Gross Sales" as used herein shall be construed to include the entire amount of the actual sales price, whether for cash or otherwise, of all sales of merchandise, service, and other receipts whatsoever of all business conducted in, on or from the Demised Premises, including all deposits not refunded to purchasers, orders taken, although said orders may be filled elsewhere, and sales by any sublessee, concessionaire or licensee or otherwise in said Premises. No deduction shall be allowed for uncollected or uncollectible credit accounts. Said term shall not include, however, any sums collected and paid out for any sales or excise tax imposed by any duly constituted Governmental Authority wherein tenant is regarded as the collecting agent, nor shall it include the exchange of merchandise between the stores of Tenant, if any, where such exchange of goods or merchandise is made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Demised Premises in from, or upon the Demised Premises, nor shall it include the amount of returns to shippers or manufacturers, nor the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by purchaser and accepted by Tenant. All sales shall be recorded in a cash register having sealed cumulative capacity and shall be reasonably approved by the Landlord.

SECTION 6.0 BOOKKEEPING RECORDS INSPECTION: Tenant shall keep at the Demised Premises or such other address as Landlord may approve in writing, true and accurate records and accounts, in accordance with approved accounting practice, of all the Gross Sales made in, on, or from the Demised Premises by Tenant for a period of at least three (3) years after rendering the said annual statements, and require all subtenants, concessionaires and licensees, if any, to likewise keep such records at the Demised Premises or at such other address as Landlord may approve in writing, all of which records and accounts shall, during the period they are required to be so kept and maintained, be open for inspection and audit by Landlord, or the duly authorized agent of Landlord. Such inspection or audit, however, shall only be made at reasonable times during Tenant's business hours.

If any such audit as aforesaid shall disclose any inaccuracies in said records which shall have produced a deficiency in percentage rental amounting to Two Hundred and Fifty Dollars (\$250.00) or more, then and in that event, the Tenant shall pay any deficiency, plus the reasonable cost of such audit. If Tenant has deliberately understated gross sales in Tenant's reports to Landlord, Landlord may, in addition to any other remedies under this lease, cancel this lease.

Landlord covenants and agrees to keep confidential all information acquired aforesaid, except as disclosure may be compelled by law or be appropriate in legal proceedings or in connection with a leasing or sale or proposed leasing or sale of the Demised Premises, or in connection with the placing of a loan thereon.

SECTION 7.0 LATE CHARGE/NON-SUFFICIENT FUNDS PENALTY: i) Late Charge: Any amount due from Tenant to Landlord which is not paid when due shall bear a twenty-five dollar (\$25.00) late charge after the fifth (5th) days said payment is due. Additionally, any monies due from Tenant to Landlord which is not paid by the tenth (10th) day of each month shall be subject to a five dollar (\$5.00) per day late charge. These charges shall be included with all payments made after the fifth (5th) day of the month. ii) Non-Sufficient Funds Penalty: Any rental payment to Landlord from Tenant which has been returned by the bank to the Landlord for non-sufficient funds shall be subject to a twenty-five dollar (\$25.00) NSF Check Fee. Additionally, should two (2) checks be returned to Landlord for NSF within the space of six (6) months, Landlord may demand that Tenant's rental payments for the six (6) months immediately following shall be in certified U.S. funds only, which shall be defined as Money Order or Cashier's Check.

SECTION 8.0 SALES AND RENTAL TAX: Tenant covenants and agrees to pay to Landlord any and all sales and/or rental taxes imposed by the State of Florida or any other governmental agency with respect to all rents, additional rents and all other payments of monies, including but not limited to, common area maintenance charges and real estate taxes paid by Tenant to Landlord pursuant to the terms of this Lease, unless Tenant can provide proof of exemption. See Exhibit H.

SECTION 9.0 USE: It is understood and agreed between the parties hereto and Tenant covenants that said Premises during the continuance of this Lease shall be used and occupied solely for the purpose specified in Item 8 of the Definitions, and for no other purpose or purposes, without the written consent of Landlord, and the Tenant agrees to cause the Demised Premises to be operated as set forth in Item 8 of the Definitions during the entire term of this Lease, unless prevented from doing so by causes beyond Tenant's control, and to conduct its business at all times in a high-class reputable manner. No auction, fire liquidation, or bankruptcy sales may be conducted in the herein Demised Premises without the previous written consent of the Landlord. The Tenant agrees that, except for reasons beyond Tenant's control, Tenant's business will be conducted in the Demised Premises during business hours customary in the Shopping Center, and Tenant will conduct such business in a lawful manner and in good faith, and will generally use its best efforts to obtain the highest and best volume of business and gross sales from the Demised Premises. Tenant shall install and maintain at all times displays of merchandise in the display windows, if any, of the Demised Premises. Tenant agrees to continuously operate from the Lease Commencement Date under Tenant's trade name and be open for

business a minimum of five (5) days a week from 9:00 AM to 5:00 PM.

SECTION 10.0 CARE OF PREMISES: The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other tenants in the building in which the Demised Premises are located, and shall keep the Premises, including the sidewalks, adjacent to the Premises, and any other areas allocated for the use of the Tenant, clean and free from rubbish and dirt, at all times, and shall store all trash and garbage within the Demised Premises and arrange for the regular pickup of such trash and garbage at the Tenant's expense. The Tenant shall not burn any trash or garbage of any kind in or about the building. The plumbing facilities shall not be used for any other purpose than that for which they are constructed and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from such improper use shall be borne by the Tenant.

Tenant shall not keep or display any merchandise on or otherwise obstruct the sidewalks or areaways adjacent to the Premises. Tenant shall not use or permit the use of any portion of said Premises for any unlawful purpose or purposes. The Tenant shall maintain the show windows in a neat and clean condition.

~~**SECTION 11.0 REPAIRS:** Landlord shall make necessary structural repairs to the Demised Premises (but excluding windows and window frames, doors, plate glass, store fronts, showcases and signs) and shall keep in good condition and repair the foundations and roof of the Demised Premises. Landlord shall not be required to make any such repairs where same are caused or occasioned by any act, omission or negligence of Tenant, any subtenant, or concessionaire of Tenant, or any of their respective officers, employees, agents, customers, invitees or contractors. Landlord shall not be required to commence any such repair until notice shall be received from Tenant specifying the nature of the needed repair. Except for repairs required to be performed by Landlord under this Section, Tenant shall perform all repairs necessary to keep the Demised Premises in good order, repair and condition, and in a clean, sanitary and safe condition in accordance with law and in accordance with all directions, rules and regulations of governmental agencies having jurisdiction. Additional information can be seen on the attached Rider.~~

SECTION 12.0 ADVERTISING MEDIA: The Tenant agrees not to use any advertising media in the Demised Premises that shall be deemed objectionable to the Landlord or other Tenants, such as loud speakers, phonographs or radio broadcasts in a manner to be heard outside the Demised Premises. Tenant will not place or suffer to be placed or maintained on any exterior door, wall, roof or window of the Demised Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Demised Premises without first obtaining Landlord's written approval and consent. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved, in good condition and repair at all times.

SECTION 13.0 ALTERATIONS: Tenant shall not make any changes or alteration in or to the Demised Premises without the written consent of Landlord. All alterations, additions, improvements and such fixtures, other than trade fixtures, which as a matter of law have become a part of the realty, which may be made or installed by either of the parties hereto upon the Premises and which in any manner are attached to floors, walls, or ceilings, shall become the property of the Landlord upon installation (unless Landlord shall elect otherwise, which election shall be made by Landlord by giving notice thereof not less than ten (10) days prior to the expiration or other termination of this lease), and at the termination of this Lease shall remain upon and be surrendered with the Premises as a part thereof. Any linoleum or other floor covering of similar character which may be cemented or otherwise adhesively affixed to the floor of the Demised Premises shall be and become the property of the Landlord. Tenant agrees to remove all signs and personal insignia at the termination of the Lease, and to repair any damages caused to the Demised Premises by reason of such removal. Tenant alterations must be performed by a licensed contractor under necessary local government approvals, with copies of lien waivers submitted to Landlord upon completion. Tenant's intended alterations as represented by Exhibit I, attached hereto, and made a part hereof, are approved as shown for general construction and general layout as per lease agreement.

~~Should Landlord renovate or remodel the Shopping Center, Tenant agrees to comply and cooperate and to adhere to any new specification as to signage. Replacement paragraph can be seen on the attached Rider.~~

SECTION 14.0 INDEMNITY-LIABILITY INSURANCE: Tenant covenants and agrees to indemnify and save Landlord harmless from and against any and all claims for damages or injuries to goods, wares, merchandise and property and/or for any personal injury or loss of life in, upon, or about the Demised Premises or on the sidewalks immediately in front of the Demised Premises arising for any reason whatsoever during the term of this Lease and caused by the negligence of Tenant or its employees. Tenant's insurance coverage must include the plate glass windows.

Tenant covenants to provide on or before the commencement date of the term herein and keep in force during the term of this Lease, a comprehensive liability policy of insurance insuring the Landlord and Tenant and any designee of Landlord against any liability whatsoever occasioned by accident on or about the Demised Premises, or any appurtenances thereto. Such policy is to be written by a good and solvent insurance company in the amount of One Million Dollars (\$1,000,000.00) combined single limit. The original policy or a certificate thereof together with evidence of payment therefor, shall be delivered to Landlord. Tenant shall renew said policy not less than thirty (30) days prior to the expiration date thereof from time to time, and furnish said renewals and evidence of payment therefor to Landlord. Said policy shall provide that it cannot be modified or terminated without thirty (30) days written notice to the Landlord. Replacement paragraph can be seen on the attached Rider.

SECTION 15.0 FIRE INSURANCE: Tenant shall not carry any stock of goods or do anything in or about said premises which will in any way tend to increase the insurance rates on said Premises. Tenant agrees to pay as additional rental any increase in premiums for insurance against loss by fire that may be charged during the term of this lease with respect to the insurance carried by the Landlord on said Premises or the Building in which the Premises are located resulting from the business carried on in the Demised Premises by the Tenant or the manner in which Tenant carries on said business. Tenant

L. [Signature] IT [Signature]

shall at Tenant's expense do whatever is required with respect to Tenant's equipment or Tenant's Fixtures of the operation of Tenant's business, so as to comply with the requirements or recommendations of the Landlord's insurance underwriters and all governmental authorities having jurisdiction, including the installation of sprinklers. See Rider for additional language.

SECTION 16.0 ASSIGNMENT AND SUBLETTING: Tenant will not and may not permit the premises to be used by others, assign or mortgage this Lease in whole or in part, nor sublet all or any part of the Demised Premises, without the prior written consent of Landlord in each instance, which may be withheld at Landlord's sole discretion. The consent of Landlord to any assignment, mortgaging, or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment, mortgaging, or subletting. This Prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease is assigned, or if the Demised Premises or any part thereof be underlet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under-tenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. If at any time during the term of this Lease any part or all of the corporate shares of Tenant shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition so as to result in a change in the present effective voting control of Tenant by the person or persons owning a majority of said corporate shares on the date of this Lease, or if Tenant is a partnership and there shall be a change in the control of said partnership, Tenant shall promptly notify Landlord in writing of such change, and Landlord may terminate this Lease at any time after such change in control by giving Tenant ninety (90) days prior written notice of such termination. Tenant shall not permit any business to be operated in or from the Demised Premises by any concessionaire or licensee.

Tenant shall reimburse Landlord for the reasonable time and expense incurred by Landlord, the sum of Two Hundred, Fifty and no/100 Dollars (\$250.00) for processing any request of Tenant for approval by Landlord of assignment of subletting pursuant to the paragraph above.

SECTION 17.0 ACCESS TO PREMISES: Landlord shall have the right to enter upon the Demised Premises during Tenant's hours of operation, following 24 hours notice to Tenant, for the purpose of inspecting the same, showing same to prospective purchasers or mortgagees, or for making repairs, replacement, alterations, improvements and additions to the Demised Premises or to any property owned or controlled by the Landlord therein or to the Building in which the Demised Premises are located. ~~If Landlord deems any repairs required to be made by the Tenant necessary, If Landlord determines that repairs must be made in order to cause the premises to comply with the terms of this Lease, it may demand that the Tenant make the same forthwith, and if the Tenant refuses or neglects to commence such repairs and complete the same with reasonable dispatch after written notice by Landlord, the Landlord may make or cause such repairs to be made and shall not be responsible to the Tenant for any loss or damage that may accrue to Tenant's stock or business by reason thereof, and if the Landlord makes or causes such repairs to be made, Tenant agrees that it will forthwith, on demand, pay to the Landlord the cost thereof.~~

For a period commencing ninety (90) days prior to the termination of this Lease, Landlord may have reasonable access to the Demised Premises during Tenant's hours of operation, following 24 hours notice to tenant for the purpose of exhibiting the same to prospective tenants.

SECTION 18.0 UTILITIES: Tenant agrees to promptly pay all charges for electricity, gas, water, sewer, garbage, and other utilities supplied to the Demised Premises, whether determined by meter or otherwise. If such charges are not so paid, they shall be added to the next or any subsequent month's rent thereafter to become due as Landlord elects and be collectable as rent.

~~If the plans and specifications for the Demised Premises provide for a heating and/or air conditioning system to be furnished and installed by Landlord, the same, including the supporting structure for said system, shall be under the full control of Tenant, and Tenant agrees that all operation, upkeep, repairs and replacements will be at Tenant's expense.~~

SECTION 19.0 EMINENT DOMAIN: If the whole or any part of the Demised Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and the rent shall be paid up to that day, and if such portion of the Demised Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were leased, then, from that day the Tenant shall have the right either to terminate this Lease and declare the same null and void, or to continue in the possession of the remainder of the same under the terms herein provided, except that the minimum rent shall be reduced in proportion to the amount of the Premises taken. If Tenant shall fail to terminate this lease as aforesaid within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, whereupon this Lease shall continue for the then balance of the term. If Tenant exercises its right to cancel, all advance rent paid by Tenant shall be adjusted to the date of said taking. If more than twenty-five percent (25%) of the floor space of the Shopping Center shall be taken by any public authority under the power of eminent domain, or if so much of the parking facilities in the Shopping center shall be so taken or conveyed that the number of the parking spaces necessary, in Landlord's judgment, for the continued operation of the Shopping Center shall not be available, then in any such event Landlord may, by notice to Tenant, terminate this lease as of the date when possession shall have been taken. If this lease shall continue in effect, Landlord shall, at its expense but only to the extent of the net award or other compensation (after deducting all expenses in connection with obtaining same) available to Landlord for the improvements taken or conveyed (excluding any award or other compensation for land), make all necessary alterations so as to constitute the remaining Shopping Center a complete architectural and tenantable unit. All awards and compensation for any taking or conveyance, whether for the whole or a part of the Shopping center, the Demised Premises or otherwise, shall be the property of Landlord, and Tenant hereby assigns to Landlord all of Tenant's right, title, and interest in and to any and all such awards and compensation, including, without limitation, any award or compensation for the value of the unexpired portion of the

Term. Tenant shall be entitled to claim, prove and receive in the condemnation proceeding such award or compensation as may be allowed for its trade fixtures and loss of business, good will, depreciation or injury to and cost for removal of stock and trade, but only if such award or compensation shall be made by the condemning authority in addition to, and shall not result in reduction of, the award or compensation made by it to Landlord.

SECTION 20.0 DESTRUCTION-FIRE: If the Demised Premises shall be partially damaged by fire, the elements, unavoidable accident, or other casualty, Landlord shall, at its own expense, cause such damage to be repaired, but only to the extent such damage relates to improvements originally made at Landlord's expense by Landlord, ~~and only to the extent of insurance proceeds received by Landlord; within a reasonable time period from notification of the occurrence of such damage.~~ If by reason of such occurrence, the premises shall be rendered untenantable, the Guaranteed Minimum Rental shall be abated during the period that Landlord is making Landlord's repairs. Said abatement to be proportionate to the portion of the premises rendered untenantable. If the Demised Premises shall be rendered wholly untenantable by reason of such occurrence, ~~Landlord may, at its election, terminate this Lease and the tenancy hereby created by giving the Tenant, within the sixty (60) days following the date of said occurrence, written notice of Landlord's election so to do; and in the event of such termination, rent shall be adjusted as of such date, either party may, at its election, terminate this Lease and the tenancy hereby created by giving the other party written notice of its intention to do so on or within thirty (30) days of such occurrence.~~ In the event of termination, rent and all other Tenant's obligations shall be abated and terminated from and after the date of the damage. ~~If Landlord does not elect to terminate this Lease, Landlord shall, at its own expense, cause such damage to be repaired, but only to the extent such damage relates to improvements originally made at Landlord's expense by Landlord and only to the extent of insurance proceeds received by Landlord.~~ Nothing in this section shall be construed to permit the abatement in whole or in part of any additional rent. In the event that twenty-five percent (25%) or more of the rentable area of the Shopping Center shall be damaged or destroyed by fire or other cause, notwithstanding that the Demised Premises may be unaffected by such fire or other cause, Landlord may terminate this Lease and the tenancy hereby created by giving to the Tenant thirty (30) days' prior written notice of Landlord's election so to do, which notice shall be given, if at all, within sixty (60) days following the day of said occurrence. Rent shall be adjusted as of the date of such termination.

Landlord shall have no obligation to rebuild Tenant's premises if Tenant is within twenty four (24) months of lease expiration unless Tenant extends lease or exercises any options it may have. Additional information can be seen on the attached Rider.

SECTION 21.0 DEFAULT OF TENANT: Remedies of Landlord for non-compliance: In the event that (i) the rent, including common area maintenance, real estate taxes, insurance, and/or any other payment required to be made by Tenant, specified herein is not paid at the time and place when and where due, and Tenant fails to pay such amounts on or within ten (10) days following written notice from Landlord, (ii) the leased premises shall be deserted or vacated, (iii) the Tenant shall fail to comply with any term, provision, condition of this Lease, other than the payment of rent, or any of the rules and regulations now or hereafter established for the government of this building, *additional information can be seen in the attached rider (iv) any petition is filed by or against Tenant under any section or chapter of the National Bankruptcy Act as amended, (v) Tenant shall become insolvent or make a transfer in fraud of creditors, (vi) a receiver is appointed for a substantial part of the assets of Tenant and shall not cure such default, after notice to the Tenant of such failure to comply, and upon the occurrence of any one or more of the foregoing, Landlord shall have the option to proceed according to one or more of the following courses of action in addition to any other remedies at law:

1) Terminate this Lease, in which event Tenant shall immediately surrender the leased premises to Landlord, but if Tenant shall fail to do so, Landlord may, without further notice and prejudice to any other remedy Landlord may have for possession or arrearage in rent, enter upon the leased premises and expel or remove Tenant and its effects, by force if necessary, without being liable to prosecution or any claim for damages therefor, and Tenant hereby waives its rights to receive notice in accordance with Section 83.20, Florida Statutes, and agrees to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the leased premises, or through decrease in rent, or otherwise; and/or

2) Declare the entire amount of the rent which would become due and payable during the remainder of the term of this Lease to be due and payable immediately, in which event, Tenant agrees to pay the same at once, together with all rents theretofore due, at Landlord's address as provided herein; provided, however, that such payment shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of the rent for the remainder of the said term. The acceptance of such payment by Landlord shall not constitute a waiver of any failure of Tenant thereafter occurring to comply with any term, provision, condition or covenant of this Lease; and/or ** (see attached Rider)

3) Enter the leased premises as the agent of the Tenant, by force if necessary, without being liable to prosecution or any claim for damages therefor, and relet the leased premises as agent of the Tenant, and receive the rent therefor, and the Tenant shall pay the Landlord any deficiency that may arise by reason of such reletting on demand at the office of the Landlord; and/or

4) As agent of the Tenant, do whatever the Tenant is obligated to do by the provisions of this Lease and may enter the leased premises, by force if necessary, without being liable to prosecution of any claims for damages therefor, in order to accomplish this purpose. The Tenant agrees to reimburse the Landlord immediately upon demand for any expense which the Landlord may incur in thus affecting compliance with this Lease on behalf of the Tenant, and the Tenant further agrees that the Landlord shall not be liable for any damages resulting to the Tenant from such action, whether caused by the negligence of the Landlord or otherwise.

Pursuit by Landlord of any of the foregoing remedies shall not preclude the pursuit of any of the other remedies herein provided or any other remedies provided by law. No act or thing done by the Landlord or its agents during the term hereby granted shall be deemed an acceptance of a surrender of said leased premises, and no agreement to accept a surrender of said leased premises shall be valid unless the same be made in writing and subscribed by the Landlord. The mention in this Lease of any particular remedy shall not preclude the Landlord from any other remedy the Landlord might have, either in law or in equity, nor shall the waiver of or redress for any violation of any covenant or condition, in this Lease contained or any of the rules and regulations set forth herein, or hereafter adopted by Landlord, prevent a subsequent act, which would have originally constituted a violation, from having all

the force and effect of an original violation. In case it should be necessary or proper for Landlord to bring any action under this Lease, or to consult or place said lessee, or any amount payable by Tenant thereunder, with an attorney concerning or for the enforcement of any of Landlord's rights hereunder, then Tenant agrees in each and any such case to pay to Landlord a reasonable attorney's fee. The receipt by the Landlord of rent with knowledge of the breach of any covenant in this Lease contained shall not be deemed a waiver of such breach. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall effect Landlord's right to collect rent for the period prior to the termination thereof.

SECTION 22.0 LANDLORD'S FEES: (see Rider) It is further understood that the Tenant will pay in addition to the rentals and other sums agreed to be paid hereunder, all sums and expenses incurred by Landlord in enforcing, defending, or interpreting its rights hereunder, including without limitation, all court costs, all attorney's fees (whether incurred out of court, at trial, on appeal, or in bankruptcy proceedings), and all collection costs and fees charged by third parties.

SECTION 23.0 NOTICE TO LANDLORD: The checks for rental accruing hereunder shall be made payable and forwarded to Landlord at address specified in Item 9 of the Definitions, and all notices given to the Landlord hereunder shall be forwarded to the Landlord at the foregoing address, by certified mail, return receipt requested, until Tenant is notified otherwise in writing.

SECTION 24.0 SERVICE OF NOTICE: ~~Tenant hereby appoints as its agent to receive the service of all dispossession or distraint proceeding, legal notices and notices required under this Lease, the person in charge of said leased premises at the time, or occupying the leased premises; and if there is no person in charge of occupying the same, then such service or notice may be made by attaching the same on the main entrance of the leased premises.~~ Landlord shall serve all notices to Tenant at address specified in Item 10 of the Definitions by certified mail, return receipt requested, prior to serving notice to the leased premises.

SECTION 25.0 OBSERVANCE OF LAWS AND ORDINANCES: Tenant agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, ordinances and regulations of any and all governmental authorities or agencies and of all municipal departments, bureaus, boards and officials due to its use or occupancy of the Demised Premises which are currently in force or effect, and solely to the extent of the work performed by Tenant. Landlord shall make any necessary changes to the premises of a structural nature. See additional language in Rider.

SECTION 26.0 STRIKES, ETC: Anything in this agreement to the contrary notwithstanding, neither Landlord nor Tenant shall be deemed in default with respect to any provision, covenant or condition of this agreement on the part of either of them respectively to be performed if the performance thereof shall be delayed, interfered with or rendered impossible because of any strike, lockout, civil commotion, war, warlike operation, invasion, insurrection, rebellion, hostilities, revolution, military or usurped power, sabotage, inability to obtain any necessary material or service, act of God or other cause beyond the control of the party seeking to excuse such performance, provided such cause is not due to the act or neglect of such party; and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing such delay or impossibility shall abate. Nothing in this paragraph contained shall operate or be construed to relieve Tenant of any obligation for the payment of minimum rent or additional rent.

SECTION 27.0 RIGHT TO CURE DEFAULTS: If Tenant shall fail to make repairs, maintain public liability insurance, comply with all laws and ordinances and regulations, pay all bills for utilities, or perform any other obligation on the part of Tenant to be performed, in accordance with the provisions of this Lease, then Landlord shall have the right and option, to perform such work or make such payments on behalf of Tenant, and Tenant agrees to reimburse Landlord promptly upon demand, together with interest at the rate of ten percent (10%) per annum, and upon its failure to do so, Landlord shall have all the remedies therefor as for non-payment of rental hereunder.

The right and option given in this paragraph shall not have the effect of releasing Tenant from the obligation to perform any of the covenants herein provided to be performed by Tenant or deprive Landlord of any legal rights which Landlord may have by reason of any such default.

SECTION 28.0 NONLIABILITY FOR INJURY, LOSS, OR DAMAGE: Tenant acknowledges and agrees that Landlord shall not be liable or responsible in any way to Tenant or any other person for:

- (i) any Injury arising from or out of any occurrence in, upon, at, or relating to the Center or any part thereof or any loss or damage to property (including loss of use thereof) of Tenant or any other person located in the Center or any part thereof from any cause whatsoever, ~~whether or not unless~~ such Injury, loss, or damage results from any fault, default, negligence, act, or omission of Landlord or its agents, servants, employees, or any other Person for whom Landlord is in law responsible;
- (ii) (without limiting the generality of the foregoing provisions of this Section) any Injury to Tenant or any other Person or loss or damage to property resulting from: fire; smoke; explosion; falling plaster, ceiling tiles, fixtures, or signs; broken glass; steam; gas; fumes; vapors; odors; dust; dirt; grease; acid; oil; any hazardous material or substance; debris; noise; air or noise pollution; theft; breakage; vermin; electricity; computer or electronic equipment or systems malfunction or stoppage; water; rain; flood; flooding; freezing; tornado; windstorm; snow; sleet; hail; frost; ice; excessive heat or cold; sewage; sewer backup; toilet overflow; or leaks or discharges from any part of the Center (including the Premises), or from any pipes, sprinklers, appliances, equipment (including, without limitation, heating, ventilating, and air-conditioning equipment); electrical or other wiring;

or ceiling of any part of the Center, or from the street or any other place, or by dampness or climatic conditions, or from any other cause whatsoever; unless such injury, loss or damage results from any fault, default, negligence, act or omission of Landlord or its agents, servants, employees or any other person for whom Landlord is in law responsible.

- (iii) any Injury, loss, or damage caused by other tenants or any Person in the Center, or by occupants of adjacent property thereto, or by the public, or by construction or renovation, or by any private, public, or quasi-public work, or by interruption, cessation, or failure of any public or other utility service, or caused by Force Majeure;
- (iv) ~~any Injury to Tenant or any other Person or any loss or damage suffered to the Premises or the contents thereof by reason of Landlord or its representatives entering the Premises to undertake any work therein, or to exercise any of Landlord's rights or remedies hereunder, or to fulfill any of Landlord's obligations hereunder, or in the case of emergency; or~~
- (v) any Injury, loss, or damage to property caused by perils insured against or required to be insured against by Tenant pursuant to Insurance clause(s) of the lease. ~~Tenant shall promptly indemnify and hold Landlord harmless from and against any and all claims in connection with any Injury or any loss or damage to property referred to in this Section.~~

SECTION 29.0 REAL ESTATE TAXES: Tenant shall pay, as additional rent, Tenant's prorata share of the Real Estate Taxes, special assessments, taxes and fees assessed against the Shopping Center. Tenant shall pay to Landlord against Tenant's proportionate share of Real Estate Taxes a charge as set forth in Item 11 of the Definitions per month, plus state sales tax, in advance on the first day of each month, together with the monthly rental payment. At the end of each calendar year, Landlord will compute the actual prorata share of the Real Estate Taxes and assessments levied or imposed on the land and buildings comprising the Shopping Center payable by Tenant and shall notify Tenant of any deficiency which the Tenant is obligated to pay within ten (10) days after Landlord makes written request therefor; in the event of any overpayment by Tenant, such overpayment shall be credited toward future payments of Real Estate Taxes. The monthly estimated tax charge for each period may be adjusted based on Landlord's estimate of the Real Estate Taxes for each period.

SECTION 30.0 OPERATING EXPENSES: For purposes of this Lease, the phrase "Operating Expenses" includes the expenses of operating all areas, spaces and improvements in the Shopping Center which Landlord makes available from time to time for the use and benefit of the Tenants and occupants of this Shopping Center, including, without limitation, parking areas, roads, walkways, sidewalks, landscaped and planted areas, Shopping Center office, if any, public restrooms, if any. For purposes of this Lease the phrase "Operating Expenses" includes all maintenance and operating expenses of the shopping center (whether or not within the contemplation of the parties) for the maintenance, management, policing, repair, replacement, all insurance on buildings and common areas and operation of the shopping center and any part thereof, but not including leasing commissions, capital repairs, Tenant improvements, new construction and real estate taxes, plus fifteen percent (15%) of such cost and expense for Landlord's administrative and overhead cost and expense. During the period from the Rent Commencement Date until midnight of the December 31st next following (which period is hereinafter referred to as the "Short Year") Tenant shall pay to Landlord against Tenant's proportionate share of Operating Expenses for such period, a operating expense charge as specified in Item 12 of the Definitions per month, plus state sales tax, in advance on the first day of each month, except that if the Rent Commencement Date is not the first day of the month, the Operating Expense charge for the period commencing on the Rent Commencement Date and ending on the last day of the month in which the rent commencement occurs shall be apportioned on the basis of the number of days in said month and paid on the Rent Commencement Date. Thereafter during each calendar year, Tenant shall pay to Landlord on the first day of each month in advance against Tenant's proportionate share of Operating Expenses, one-twelfth (1/12) of Tenant's proportionate share of the Operating Expenses of the prior calendar year (with the Operating Expenses for the short year annualized for the purpose of making such computation in respect to payments against Tenant's proportionate share of Operating Expenses for the first full calendar year) except that until Landlord submits to Tenant the statement referred to in the next succeeding sentence, Tenant shall pay same at the same rate as that which Tenant was paid against Tenant's proportionate share of Operating Expenses during such prior calendar year, and within ten (10) days after submission of said statement, Landlord and Tenant shall adjust for any underpayment during the prior months of the then current calendar year. After December 31st of the year in which the Rent Commencement Date occurs, after the end of each calendar year, and after the end of the term of this Lease, Landlord shall submit to Tenant a statement in reasonable detail stating Tenant's proportionate share of the Operating Expenses for the short year, such calendar year, or partial calendar year in the event the term shall end on a date other than a December 31st, as the case may be, and stating the Operating Expenses for the period in question, and the figures used for computing Tenant's proportionate share, and if Tenant's proportionate share so stated for such period is more or less than the amount paid for such period, Tenant shall pay to Landlord the deficiency within ten (10) days after submission of such statement of Tenant's proportionate share. Landlord may adjust all Operating Expenses annually based on the previous years costs. Tenant's proportionate share of the Real Estate Tax, Operating Expenses and Insurance shall be determined by a fraction, the numerator of which shall be the number of square feet of floor space in Demised Premises and the denominator of which shall be the number of square feet of the gross leasable floor space in all of the buildings in the Shopping Center. The fraction shall be multiplied by the Operating Expenses or Real Estate Taxes to determine the amount owed. All items of Operating Expenses will be stated and all computations shall be made in accordance with generally accepted accounting principles. All payments to be made by Tenant under this Section shall constitute additional rent.

SECTION 31.0 MERCHANTS ASSOCIATION: Intentionally Deleted

SECTION 32.0 SURRENDER AT END OF TERM: Upon the expiration of the term hereof or

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sooner termination of this Lease, Tenant agrees to surrender and yield possession of the Demised Premises to Landlord peacefully and without notice, and in good order and condition, but subject to ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as Tenant is not required to restore or remedy under other terms and conditions of this Lease.

SECTION 33.0 DEFINITION OF LANDLORD: The term "Landlord" as used in this lease means only the owner for the time being of the land and buildings comprising the Shopping Center so that, in the event of any sale of the Shopping Center, the Landlord shall be and is hereby entirely relieved of all covenants and obligations of the Landlord hereunder, but only to the extent that the purchaser of the Shopping Center assumes and agrees to be bound to the terms of this Lease, and only to the extent of covenants and obligations that accrue from and after the date of this sale.

SECTION 34.0 TENANT DEFINED, USE OF PRONOUN: The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provision of this lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males, or females, shall in all instances be assumed as though in each case fully expressed.

~~**SECTION 35.0 SECURITY DEPOSIT:** Tenant, contemporaneously with the execution of this lease, has deposited with the Landlord the sum as stated in Item 15 of the Definitions, receipt of which is hereby acknowledged by Landlord. Said deposit is made as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this lease by said Tenant to be kept and performed during the term hereof. If at any time during the term of this Lease any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid then Landlord may, at the option of Landlord (but Landlord shall not be required to), appropriate and apply any portion of said deposit to the payment of any such overdue rent or other sum. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this lease to be kept and performed by Tenant, then the Landlord, at his option, may appropriate and apply said entire deposit, or so much thereof as may be necessary, to compensate the landlord for loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Should the entire deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said security to the original sum deposited, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this lease. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Tenant to Landlord hereunder, the said deposit shall be returned to Tenant at the end of the term of this Lease, or upon the earlier termination of this Lease. Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the Demised Premises, in the event that such interest be sold, and thereupon Landlord shall be discharged from any further liability with respect to such deposit. The security deposit may be commingled with Landlord's general corporation funds and Landlord shall not have liability to Tenant for any interest on such security deposit.~~

~~**SECTION 36.0 TRANSFER OF DEPOSIT:** In the event of a sale or transfer of the Shopping Center or any portion thereof which includes the Demised Premises, or in the event of the making of a Lease of the Center or of any portion, or in the event of a sale or transfer of the leasehold estate under any such underlying Lease, the grantor, transferror or Landlord, as the case may be, will thereafter be entirely relieved of all terms, covenants and obligations thereafter to be performed by Landlord under this Lease to the extent of the interest or portion so sold, transferred or leased, and it shall be deemed and construed, without further agreement between the parties and the purchaser, transferee or Tenant, as the case may be, has assumed and agreed to carry out any and all covenants of Landlord hereunder; provided that (i) any amount then due and payable to Tenant or for which Landlord or the then grantor, transferror or Landlord would otherwise then be liable to pay to Tenant (it being understood that the owner of an undivided interest in the fee or any such lease shall be liable only for his or its proportionate share of such amount) shall be paid to Tenant or the obligations for said payment shall be assumed by the grantee or transferee; (ii) the interest of the grantor, transferror or Landlord, as Landlord, in any funds then in the hands of Landlord or then grantor, transferror or Landlord in which Tenant has an interest, shall be turned over, subject to such interest, to the then grantee, transferee or Tenant; and (iii) notice of such sale, transfer or Lease shall be delivered to Tenant.~~

~~**SECTION 37.0 PERSONAL PROPERTY:** As additional security for the performance of Tenant's obligations hereunder, Tenant hereby pledges and assigns to Landlord all the furniture, fixtures, goods, inventory, stock and chattels, and all other personal property of Tenant which are now or may hereafter be brought or put in the Premises, and further grants to Landlord a security interest therein under the Uniform Commercial Code. For the purpose of securing the performance of all the obligations of Tenant hereunder, and at the request of Landlord, Tenant hereby agrees to execute and deliver to Landlord all financing statements, amendments thereto or other similar statements which Landlord may reasonably request. Nothing herein contained shall be deemed to be a waiver by Landlord of its statutory lien to rent and remedies, rights and privileges of Landlord in the case of default to Tenant as set forth above and shall not be exclusive and, in addition thereto, Landlord may also exercise and enforce all its rights at law or in equity which it may otherwise have as a result to Tenant's default hereunder. Landlord is herein specifically granted all of the rights of secured creditor under the Uniform Commercial Code with respect to the property in which Landlord has been granted a security interest by Tenant, including, but not limited to, the right to take possession of the above-mentioned property and dispose of it by sale in a commercially reasonable manner. (see Rider)~~

SECTION 38.0 CONTROL OF COMMON AREAS BY LANDLORD: All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Landlord in or near the Shopping Center including employee parking areas, the truck way or ways, loading docks, package pick-up stations, pedestrian sidewalks, and ramps, landscaped areas, exterior stairways, first-aid stations, comfort stations and other areas and improvements provided by Landlord for the general use in common of tenants, their officers, agents, employees and customers, and all other common areas, shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Section. Landlord shall have the right to construct, maintain and operate lighting facilities on all said areas and improvements; to police the same; from time to time to change the area, level, location and arrangements of parking areas and other facilities hereinabove referred to; to restrict parking by tenants, their officers, agents and employees to employee parking area; to enforce parking changes (by operation of meters or otherwise), with appropriate provisions for free parking ticket validating by tenants; to close all or any portion of said areas or facilities to such extent as may, in the opinion of Landlord's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees and customers. Landlord will operate and maintain the common areas referred to above in such manner as Landlord, in its sole discretion, shall determine from time to time. Without limiting the scope of such discretion, Landlord shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities. All common areas and facilities not within the Demised Premises, which Tenant may be permitted to use and occupy, are to be used and occupied under a revocable license, and if the amount of such areas be diminished. Landlord shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of rent nor shall such diminution of such areas be deemed constructive or actual eviction.

SECTION 39.0 RULES AND REGULATIONS: Any rules and regulations appended to this Lease are hereby made a part of this Lease, and Tenant agrees to comply with and observe the same. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease following notice to Tenant and an opportunity to cure in the manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations applicable to leased premises and the Shopping Center. ~~Notice of such additional rules and regulations, and amendments and supplements, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all such rules and regulations, and amendments thereto and supplements thereof, provided the same shall apply uniformly to all tenants of the Shopping Center.~~

SECTION 40.0 OFFSET STATEMENT: Within ten (10) days after request therefor by Landlord, or in the event that upon any sale, assignment or hypothecation of the Demised Premises and/or the land thereunder by Landlord, an offset statement shall be required from Tenant; Tenant agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Tenants, and containing such other matters as may reasonably be requested by Landlord.

SECTION 41.0 ATTORNMENNT: Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the Demised Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

SECTION 42.0 TAXES ON LEASEHOLD: Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Demised Premises by the Tenant.

SECTION 43.0 LANDLORD'S COVENANT: Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Demised Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

SECTION 44.0 ACCORD AND SATISFACTION: No endorsement or statement on any check or in any letter accompanying any check or payment as rent shall be deemed as accord and satisfaction, and Landlord may accept such check or payment without being subject to the terms of any such endorsement or statement and without prejudice to Landlord's right to recover the balance of all rent due Landlord or Landlord's right to pursue any other remedy in this Lease provided.

SECTION 45.0 ENTIRE AGREEMENT: This Lease and the Exhibits, and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Demised Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

SECTION 46.0 NO PARTNERSHIP: Landlord does not, in any way or for any purpose, become

a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant. The provisions of this Lease relating to the percentage rent payable hereunder are included solely for the purpose of providing a method whereby the rent is to be measured and ascertained.

SECTION 47.0 CAPTIONS AND SECTION NUMBERS: The captions, section numbers and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

SECTION 48.0 BROKER'S COMMISSION: Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, except as listed Item 16, and each of the parties agrees to indemnify the other against, and hold it harmless from, all liabilities arising from any such claim (including, without limitation, the cost of counsel fees in connection therewith) unless otherwise stated in Item 16 of the Definitions.

SECTION 49.0 PARTIAL INVALIDITY: If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 50.0 SUBORDINATION: This Lease is subject and subordinate to any and all mortgages which may now or hereafter affect the real property of which the Premises is a part thereof, and to all renewals, modifications and extensions thereof. The Lessee shall, upon twenty (20) days written request of Lessor, execute any subordination documents which Lessor may deem necessary and/or any modification of this Lease that might be required by any lending institution or other entity that may become a mortgagee as to the property of which the Premises is a part. Lessee also agrees that if it shall fail at any time to execute, acknowledge or deliver any such instrument or document requested by Lessor, Lessor may, in addition to any other remedies available to it, execute, acknowledge and deliver such instrument as the attorney-in-fact of Lessee and in Lessee's name; and Lessee hereby makes, constitutes and irrevocably appoints Lessor as its attorney-in-fact for that purpose. Lessee shall not be required to execute any subordination agreement unless such agreement contains a non-disturbance provision in favor of Lessee which guarantees to the Lessee that the Mortgagee and its successors shall not disturb the Lessee's possession and quiet enjoyment so long as Lessee shall timely perform all of its covenants under the Lease. The subordination agreement shall further require the Mortgagee or Purchasee at a foreclosure sale to assume the obligations of the Lessor as of the day Mortgagee shall acquire title to the Premises. The Lessee shall agree to attorn to the Mortgagee if Mortgagee shall become the owner of the Premises.

SECTION 51.0 SIGNS: Tenant's sign shall be furnished and installed by Tenant on the facade provided, and shall be illuminated. Tenant must submit his sign layout to Landlord for approval prior to its fabrication and installation, in accordance with the Sign Criteria attached and made a part of this Lease. Tenant's signage must be installed and in working order within 15 days of Tenant opening for business. ~~Tenant's sign shall remain illuminated from dusk until midnight on Monday through Sunday; (see Rider)~~

SECTION 52.0 EMPLOYEE PARKING: Tenant will cause its employees, officers and agents to park only in places designated by Landlord for employee parking as per Exhibit "A". Landlord reserves the right to have towed any vehicle parked in violation of this clause at Tenant's expense.

SECTION 53.0 WAIVER: One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by the Landlord to or of any act by the Tenant requiring the Landlord's consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent or approval to or of any subsequent similar act by the Tenant. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing by Landlord.

SECTION 54.0 FAILURE OF TENANT TO OPEN; FAILURE TO OPERATE: If Tenant fails to open by May 1, 1994, then Landlord may cancel this Lease at Landlord's option and all monies paid to Landlord shall remain the property of Landlord.

If Tenant fails to continually operate the store and ceases to operate for a period of more than fourteen (14) consecutive days, Landlord may at Landlord's option, terminate this Lease with five (5) days written notice.

~~**SECTION 55.0 NON-LIABILITY OF LANDLORD:** The term Landlord as used in this Lease means only the owner or the mortgagee in possession for the time being of the building in which the Premises are located or the owner of a leasehold interest in the building and/or the land thereunder so that in the event of sale of the building or an assignment of this Lease, or a demise of the building and/or land, Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord hereunder and it shall be deemed without further agreement between the parties and such purchaser(s), assignee(s) or lessee(s) that the purchaser, assignee or lessee has assumed and agreed to observe and perform all obligations of Landlord hereunder.~~

It is specifically understood and agreed that there shall be no personal liability on Landlord in respect to any of the covenants, conditions or provisions of this Lease; in the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of Landlord in the Center for the satisfaction of Tenant's remedies.

SECTION 56.0 CORPORATE STATUS: If Tenant is a corporation, Tenant's corporate status shall continuously be in good standing and active and current with the state of its incorporation and the state in which the Center is located at the time of execution of the Lease and at all times thereafter, and Tenant shall keep its corporate status active and current throughout the term of the Lease or any extensions or renewals. Tenant shall annually file with Landlord a current copy of the Certificate of Good Standing under Seal. Failure of Tenant to keep its corporate status active and current shall constitute a default under the terms of the Lease.

SECTION 57.0 CONSTRUCTION INSURANCE AND INDEMNITY: Tenant shall indemnify and hold Landlord harmless from any and all claims for loss or damages or otherwise based upon or in any manner growing out of any alterations or construction undertaken by Tenant under the terms of this Lease, including all costs, damages, expenses, court costs and attorneys' fees incurred in or resulting from claims made by any person or persons, by other Tenants of the Premises in the Center, their subtenants, agents, employees, customers and invites.

Before undertaking any alterations or construction, Tenant shall obtain and pay for a public liability policy insuring Landlord and Tenant and any designee of Landlord against any liability which may arise on account of such proposed alterations or construction work in limits of not less than Two Million Dollars (\$2,000,000.00) for combined single limit and a copy of such policy certificate evidencing such coverage shall be delivered to Landlord prior to the commencement of such proposed work together with proof of payment of premium. Tenant shall also maintain at all times fire insurance with extended coverage in the name of Landlord and Tenant and any designee of Landlord as their interests may appear in the amount adequate to cover the cost of replacement of all alterations, decorations, additions or improvements in and to the Premises and all trade fixtures therein, in the event of fire or extended coverage loss. Upon receipt of the actual policies of insurance, Tenant shall deliver to Landlord copies of such fire insurance policies and liability insurance which shall contain a clause requiring the insurer to give Landlord ten (10) days notice of cancellation or modification of such policies.

SECTION 58.0 MECHANIC'S LIENS AND ADDITIONAL CONSTRUCTION: If by reason of any alteration, repair, labor performed or materials furnished to the Premises for or on behalf of The Tenant any mechanics' or other lien shall be filed, claimed, perfected or otherwise established as provided by law against the Premises, Tenant shall discharge or remove the lien by bonding or otherwise, within fifteen (15) days after notice from Landlord to Tenant of the filing of same. Notwithstanding any provision of this Lease seemingly to the contrary, Tenant shall never, under any circumstances, have the power to subject the interest of Landlord in the Premises to any mechanics' or materialmen's liens or liens of any kind, nor shall any provision contained in this Lease ever be construed as empowering the Tenant to encumber or cause the Landlord to encumber the title or interest of Landlord in the Premises.

Tenant hereby expressly acknowledges and agrees that no alterations, additions, repairs or improvements to the Premises of any kind are required or contemplated to be performed as a prerequisite to the execution of this Lease and the effectiveness thereof according to its terms or in order to place the Premises in a condition necessary for use of the Premises for the purposes set forth in this Lease, that the Premises are presently complete and usable for the purposes set forth in this Lease and that this Lease is in no way conditioned on Tenant making or being able to make alterations, additions, repairs or improvements to the Premises, unless otherwise specified under the Special Provisions Section of the Definitions, notwithstanding the fact that alterations, repairs, additions or improvements may be made by Tenant, for Tenant's convenience or for Tenant's purposes, subject to Landlord's prior written consent, at Tenant's sole cost and expense.

Landlord and Tenant expressly acknowledge and agree that neither the Tenant nor any one claiming by, through or under the Tenant, including without limitation contractors, sub-contractors, materialmen, mechanics and laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the Premises nor upon any building or improvement thereon; on the contrary, any such liens are specifically prohibited. All parties with whom the Tenant may deal are hereby put on notice that the Tenant has no power to subject the Landlord's interest in the Premises to any claim or lien of any kind or character any persons dealing with the Tenant must look solely to the credit of the Tenant for payment and not to the Landlord's interest in the Premises or otherwise.

Any lien against the Premises in violation of this paragraph shall be null and void and of no force or effect. In addition, Tenant shall cause any lien filed against the Premises in violation of this paragraph to be cancelled, released, discharged and extinguished within fifteen (15) days after Tenant receives notice of filing and shall indemnify and hold the Landlord harmless from and against any such lien and any costs, damages, charges and expenses, including, but not limited to, attorney's fees, incurred in connection with or with respect to any such lien.

The interest of the Landlord shall not be subject to liens for improvements made by the Tenant and Tenant shall notify the contractor making any such improvements of this provision. Tenant agrees that all work will be performed lien free and Tenant will indemnify Landlord from any claim of lien and will bond off any lien within thirty (30) days.

SECTION 59.0 TRADE FIXTURES: All trade fixtures and equipment installed by Tenant in the Premises shall be new or completely reconditioned.

Provided Tenant is not in default hereunder, Tenant shall have the right, at the termination of this Lease, to remove any and all trade fixtures, equipment and other items of personal property not constituting a part of the freehold which it may have stored or installed in the Premises including, but not limited to counters, shelving, showcases, chairs, and movable machinery purchased or provided by Tenant and which are susceptible of being moved without damage to the building and the Premises, provided this right is exercised before the Lease is terminated and provided that Tenant, at its own cost and expense, shall repair any damage to the Premises caused thereby. The right granted Tenant in this Section 59, shall not include the right to remove any plumbing or electrical fixtures or equipment, heating

or air conditioning equipment, floor-coverings (including wall-to-wall carpeting) glued or fastened to the floors or any paneling, tile or other materials fastened or attached to the walls or ceilings, all of which shall be deemed to constitute a part of the freehold, and, as a matter of course, shall not include the right to remove any fixtures or machinery that was furnished or paid for by Landlord. The Premises and the immediate areas in front, behind and adjacent to it shall be left in a broom-clean condition. Should Tenant fail to comply with this provision, Landlord may deduct the cost of cleanup from Tenant's Security Deposit. If Tenant shall fail to remove its trade fixtures or other property at the termination of this Lease, such fixtures and other property not removed by Tenant shall be deemed abandoned by Tenant, and, at the option of Landlord, shall become the property of Landlord, and may be removed by the Landlord at Tenant's sole cost and expense.

SECTION 60.0 HAZARDOUS MATERIALS: Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances, or materials. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Premises any such materials or substances. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any applicable state or local laws and the regulations adopted under these acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional charges if such requirement applies to the Premises. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's request concerning Tenant's best knowledge and belief regarding the presence of hazardous substances or materials on the Premises. In all events, Tenant shall indemnify Landlord in the manner elsewhere provided in this Lease from any release of hazardous materials on the Premises occurring while Tenant is in possession, or elsewhere if caused by Tenant or persons acting under Tenant. The within covenants shall survive the expiration or earlier termination of the Lease term.

SECTION 61.0 NO OPTION: Notwithstanding anything to the contrary contained herein, the submission of this Lease for examination does not constitute a reservation of or option for the Demised Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant.

SECTION 62.0 SECURITY FORCE: In addition to all other charges set forth in this Lease, Tenant shall pay its' prorata share, being at the present time, as stated in Item 13 of the Definitions, to be used for the purpose of maintaining a uniformed security force throughout the Shopping Center. It is recognized that the aforementioned charge is based on current conditions and this payment may be revised periodically as necessary to insure adequate protection. Any default in the payment of this amount shall be deemed a default of Tenant's obligations under this Lease.

SECTION 63.0 RIGHT TO RELOCATE: The purpose of the site plan attached hereto as Exhibit "A" is to show the approximate location of the leased premises. Landlord reserves the right at any time following the initial three year term to relocate the various buildings, automobile parking areas, and other common areas shown on said site plan, and to relocate Tenant herein to comparable space, and reimburse Tenant for all reasonable direct and indirect expenses.

SECTION 64.0 LANDLORD'S RIGHT TO PERFORM BUILDING RENOVATIONS: Tenant understands and agrees that Landlord may, at any time or from time to time during the term of this Lease, perform substantial renovation work in and to the Building or the mechanical systems serving the Building (which work may include, but need not be limited to, the repair or replacement of the Building's exterior facade, exterior window glass, elevators, electrical systems, air conditioning and ventilating systems, plumbing system, common hallways, or lobby), any of which work may require access to the same within the Premises.

Tenant agrees that:

- a) Landlord shall have access to the Premises at all reasonable times, upon reasonable notice, for the purpose of performing such work, and
- b) Landlord shall incur no liability to Tenant, nor shall Tenant be entitled to any abatement of rent on account of any noise, vibration, or other disturbance to Tenant's business at the Premises (provided that Tenant is not denied access to said Premises) which shall arise out of said access by Landlord or by the performance by Landlord of the aforesaid renovations at the Building.

Landlord shall use reasonable efforts (which shall not include any obligation to employ labor at overtime rates) to avoid disruption of Tenant's business during any such entry upon the Premises by Landlord.

~~It is expressly understood and agreed by and between Landlord and Tenant that if Landlord shall commence any action or proceeding seeking injunctive, declaratory, or monetary relief in connection with the rights reserved to Landlord under this provision, or if Landlord shall commence any action or proceeding to obtain access to the Premises in accordance with this provision, and if Landlord shall prevail in any such action, then Tenant shall pay to Landlord, as additional rent under this Lease, a sum equal to all legal fees, costs, and disbursements incurred by Landlord in any way related to or arising out of such action or proceeding.~~

SECTION 65.0 LEASE: The covenants and agreements herein contained shall bind, and the benefits and advantages thereof shall enure to the respective heirs, legal representatives, successors and permitted assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. This Lease

is provided.

Radon Gas is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

~~SECTION 67.0 CONFIDENTIALITY: Tenant agrees that Tenant will not intentionally disclose, or communicate any of the terms and conditions of this Lease to any other Tenant of Pinar Plaza Shopping Center or to any registered real estate broker, broker-salesman, or salesman engaged in the business of Shopping Center leasing agent. If Tenant should violate this confidentiality, Landlord shall have the irrevocable right to increase Tenant's base rental herein by an additional thirty percent (30%). Nothing contained herein above shall prohibit the Tenant from disclosing or communicating any of the terms or covenants of this Lease in any legal proceeding before any court of competent jurisdiction or for any reasonable business purpose, including but not limited to: loan or credit application, bookkeeping or tax reporting, or listing or sale of business. It being the intention herein to allow Tenant to disclose or communicate said information without penalty as reasonably necessary in the course of its business.~~

SECTION 68.0 AGENCY DISCLOSURE: Pat DeWitt of RMC Management Company is by this document giving notice that she is the agent and representative of the Landlord.

The undersigned(s) acknowledge(s) that this written notice was received before the undersigned(s) signed a contractual offer or Lease Agreement, in compliance with § 475.25(1)(q), Florida Statutes, and Rule 21V-10.033, Florida Administrative Code.

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

Signed, sealed and delivered
in the presence of;

WITNESS AS TO LANDLORD

By: Pat S. DeWitt

By: Sandra Wasserman

WITNESS AS TO TENANT

By: Elizabeth M. Schwartz

By: Gerard R. Miller

WITNESS AS TO TENANT

By: _____

By: _____

LANDLORD: Pinar Associates SC Company, Ltd.

By: Leonard Kevin
Its: General Partner

TENANT: Orlando Orange County Expressway Authority

By: Harold W. Wonall
Its: EXECUTIVE DIRECTOR
(SEAL)

By: _____
Its: _____
(SEAL)

EXECUTION:

CORPORATE:

THIS LEASE MUST BE EXECUTED FOR TENANT, IF A CORPORATION, BY THE PRESIDENT OR VICE-PRESIDENT AND THE SECRETARY OR ASSISTANT SECRETARY, UNLESS THE BYLAWS OR A RESOLUTION OF THE BOARD OF DIRECTORS SHALL OTHERWISE PROVIDE, IN WHICH EVENT A CERTIFIED COPY OF THE BYLAWS OR RESOLUTION, AS THE CASE MAY BE, MUST BE FURNISHED. ALSO, THE CORPORATE SEAL OF TENANT, IF TENANT HAS SUCH A SEAL, MUST BE AFFIXED.

INDIVIDUAL:

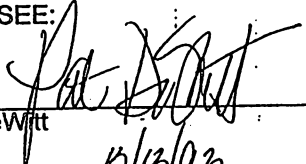
THIS LEASE MUST BE EXECUTED BY EACH INDIVIDUAL WHOSE NAME APPEARS UNDER THE SIGNATURE LINES. THEIR EXECUTION MUST BE WITNESSED BY TWO PERSONS WHO MUST SIGN AS WITNESS IN THE SPACE PROVIDED.

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
Agency Disclosure
RMC Management Company

In accordance with § 475.25(1)(q), Florida Statutes, Pat DeWitt of RMC Management Company hereby gives notice to Orlando Orange County Expressway Authority that she is the agent and representative of the Landlord. As of the date herein which is prior to the date of Lease execution, this document was delivered to the Tenant stated herein.

LICENSEE:


Pat DeWitt

Date: 12/13/93

LL  / T 

CORPORATE CERTIFICATE

I, _____, certify that I am an officer of the corporation named as lessor in the foregoing lease/supplimental agreement/release; that _____, who signed said instrument on behalf of the lessor is/was _____ of said corporation; and that said instrument was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(SEAL)

LL CP / T (MAY)

RIDER TO ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY LEASE

SECTION 11.0 REPAIRS: Landlord shall keep or have kept in good repair and order the structural elements and exterior of the Shopping Center, including exterior walls and roof, and the parking area, exterior lighting, walkways and landscaping contiguous to the Demised Premises (excluding windows and window frames, doors, plate glass, store fronts, showcases and signs). The portion of the building intended to be construed as the exterior shall exclude features specifically required to be maintained by Tenant under the terms hereof. Landlord shall maintain and repair the electrical wiring systems outside of the Shopping Center structure, except for those within the Demised Premises. Landlord shall maintain and repair the plumbing mains and features except those in the Demised Premises. Landlord shall perform its maintenance and repairs promptly.

On or before fifteen (15) days after the Lease execution date, the Landlord shall deliver to Tenant a certification from licensed HVAC contractor stating that the HVAC system is in good operating condition as of the Lease commencement date. If there are defects in the system discovered by the contractor, Landlord shall promptly perform them at its sole expense. At Tenant's option, Tenant may be present during the inspection by the contractor. Landlord ~~will~~ warrants the HVAC system for a twelve month period, beginning with the Lease commencement date and will perform all repairs and replacements that may be required during such period.

The Tenant is obligated to maintain, in place, an air conditioning service contract, and to pay maintenance charges in connection with such maintenance, following the initial twelve (12) month period in which the Landlord warrants the system, up to \$1,000.00 per occurrence, and Landlord shall pay all additional costs and repairs. *2. The Tenant shall pay for Repairs And Replacement*

SECTION 13.0 ALTERATIONS: Landlord may renovate or remodel Shopping Center during the term, but shall diligently endeavor to avoid unreasonable interference with Tenant's access and business activities during such work. Tenant will reasonably cooperate with Landlord's efforts during such renovations or remodeling. Tenant will comply with new specifications as to signage with respect with the Demised Premises if:

1. Tenant is not required to reduce the amount of its signage unless due to change of code or governing ordinances;
2. Landlord pays any expense incurred by Tenant to relocate its existing signage, if applicable.

SECTION 14.0 INDEMNITY-LIABILITY INSURANCE: Tenant will have the Landlord named as additionally insured in Tenant's policy, but Tenant shall not be required to have a new policy issued to insure Landlord's interests exclusively.

On or before the Lease Commencement Date, Landlord shall furnish to Tenant satisfactory evidence that Landlord has in place a comprehensive liability policy of insurance insuring Landlord against liability occasioned by accidents on or about the Shopping Center or any appurtenances thereto. Landlord shall keep such policy in effect throughout the term of this lease.

SECTION 15.0 FIRE INSURANCE: On or before the Lease Commencement Date, Landlord shall furnish to Tenant satisfactory evidence that the Shopping Center is insured against loss or damage by fire, and all perils insured against by an extended coverage endorsement, in an amount of no less than the replacement value of the Shopping Center. Such policy shall be written by a good and solvent insurance company. Landlord shall keep such policy in effect throughout the term of the Lease.

SECTION 20.0 DESTRUCTION-FIRE: If the Demised Premises or any part thereof shall, or at any time, be destroyed or so damaged by fire, casualty or other elements, as to be substantially unfit for occupancy or use by Tenant, in its exercise of reasonable discretion, then and in the event, Tenant shall have the option to terminate this Lease which termination shall be effective as of the dates specified in written notice from Tenant to Landlord, which must be sent no more than thirty (30) days after the date of occurrence of such damage or destruction.

SECTION 21.0 DEFAULT OF TENANT: *and Tenant fails to comply with such term, provision or conditions on or within thirty (30) days after written notice from Landlord of its failure to comply. Provided however, if such failure to comply is not susceptible of being cured within a period of thirty (30) days, Landlord may not exercise any remedy so long as Tenant commences its efforts to cure such failure to comply on or within such thirty (30) day period and thereafter diligently prosecutes such curative efforts to completion.

**Landlord shall exercise reasonable efforts to relet the Premises and shall offset against the amounts due and payable in accordance with the terms of this paragraph all sums collected by Landlord as rent, less Landlord's reasonable expenses of reletting, including Tenant's improvement allowances, Broker commissions and other expenses.

If Landlord fails to comply with any term, provision or condition of this Lease within the Premises or directly affecting the operation of the Premises, on or within thirty (30) days after written notice from Tenant, Tenant shall have the right to repair on Landlord's behalf. In that

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event, Tenant shall be entitled to collect from Landlord (and Landlord shall be obligated to pay on or with fifteen (15) days after the date of written demand), all reasonable costs and expenses

**RIDER TO OCEA LEASE
PAGE 2**

paid by or incurred by Tenant in connection with the performance of Landlord's obligations.

SECTION 22.0 LANDLORD'S FEES: If proceedings are instituted by either party to collect sums due or claimed to be due hereunder, to enforce or construe any provision hereof, or to determine the nature or extent of any other rights or obligations of the parties hereto, whether such rights or obligations arise by virtue of the terms of this lease or at law or equity, and whether or not this Lease is still in enforce and effect, the prevailing parties in such proceedings shall have the right to collect from the other party all reasonable costs and expenses, including reasonable attorney's fees, that may be sustained or incurred in such proceedings. All provisions of this Lease pertaining to attorney's fees shall be construed to included attorney's fees for procedures at the appellate level.

SECTION 25.0 OBSERVANCE OF LAWS AND ORDINANCES: Landlord represents, to the best of Landlord's knowledge, that the Shopping Center and the Demised Premises, excluding restrooms, are currently are in compliance with all applicable laws, rules, requirements, orders, directives, ordinances, and regulations of any and all governmental authorities or agencies and of all municipal departments, bureaus, boards, and officials. Landlord will be responsible for the modification, if necessary, of the HVAC unit in order that the unit be in compliance with any applicable federal, state or local laws, rules or regulations (including, but not limited to, the Federal Clean Air Act and amendments thereto).

SECTION 37.0 PERSONAL PROPERTY: Landlord hereby waives any lien that it may have against the personal property and fixtures belonging to the Tenant as a result of the relationship between the parties as Landlord and Tenant.

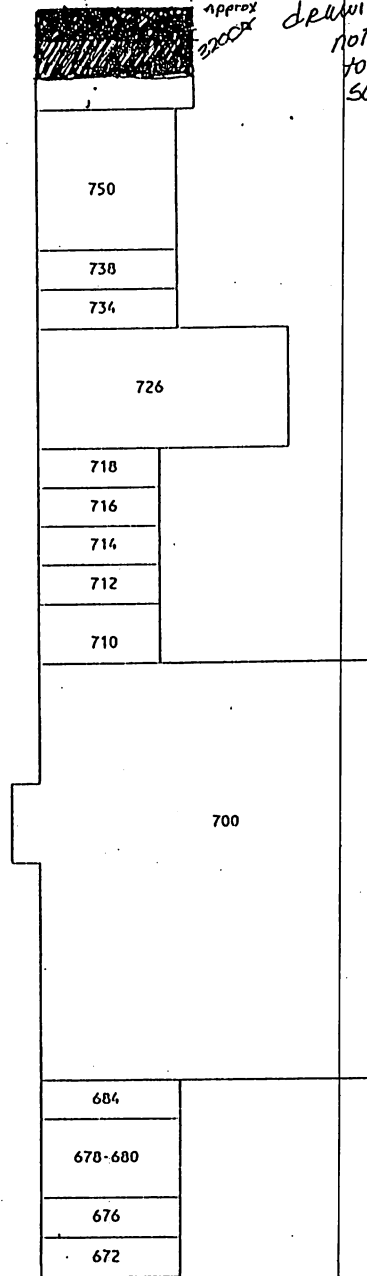
SECTION 51.0 SIGNS: Tenant has submitted preliminary drawings of proposed signage and is attached hereto as EXHIBIT E-2. The preliminary drawing as represented as EXHIBIT E-2 meets with the Landlord's approval with regard to work and design, however, EXHIBIT E-2 does not describe how the sign will be eliminated or how the sign will be installed or how the sign will be manufactured. *Tenant must submit specs for manufacturing, illumination and installation within 30 days of lease execution for Landlord's approval.* *ll*

If Tenant is unable to obtain a building permit within sixty (60) days of Lease execution for the Tenant's improvement, or an occupational license for the conduct of the business to be conducted by Tenant on the Premises, Tenant may terminate this Lease upon written notice to Landlord. In that event, all rights and all obligations of both parties shall cease and terminate as of the date of such notice. *ll*

EXHIBIT A
SITE PLAN
PINAR PLAZA

758-762
So. Goldenrod

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A
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Rental Key

672 Rainbow Cleaners
676 Professional Karate
678-680 Dr. Shafer, Dentist
684 Simply Pets
700 Winn Dixie
710 Wok Inn
712 Patti's Wallpaper Showcase
714 Blue Moon Resale
716 Photo Mania
718 Hair Express
726 American Video

734 Little Caesars
738 Adams Printing & Design
750 Family Dollar
754-762 4,840 Square Feet

* Please note, this site plan is not to scale.

Updated 11/23/93

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EXHIBIT B
LANDLORD'S AND TENANT'S WORK

Landlord's Work

1. Landlord will provide Tenant with HVAC unit in good working order, and warrant the HVAC system for a twelve (12) month period beginning with the Lease commencement date. See Section II. of the Rider for additional air conditioning obligations.
2. Landlord will install demising fire rated wall in compliance with all applicable codes to divide 3,200 square foot area to be occupied by Tenant. Landlord will demo the area to be occupied by Tenant. Demolition will include all existing unwanted non-support partitions, floor coverings, ceilings, and entry ceramic tile. Landlord shall commence work promptly upon execution of this Lease and shall diligently prosecute such work to completion.
3. Upon completion of the above item, Tenant agrees to accept the premises in "as is" condition.

Tenant's Work

1. South Window - The Tenant, at Tenant's sole cost and expense, desires to remove the infilled masonry opening on the south wall (where it is obvious that an opening has been infilled), all or part, and install glass in an aluminum or wood frame. This window may be operable at the tenant's option. The tenant may desire to install an additional window on the south wall, provided that the installation of such window causes no structural damage to the bearing qualities of the wall. Burglar bars would be installed on the exterior of such window(s).
2. Rear Doors - The existing "metal" doors may be replaced at Tenant's sole cost with any kind of non-combustible door including glass, aluminum or steel at the tenant's option. The hardware shall be of a type that meets exiting requirements.
3. Heating and Air Conditioning Maintenance Provisions:

Tenant, at its sole cost, shall maintain the air conditioning (includes heating) units(s) for the leased premises in good condition and repair throughout the term of this Lease.

As a part of its air conditioning maintenance obligation, Tenant shall enter into an annual contract with an air conditioning repair firm, fully licensed to repair air conditioning units in the State of Florida, which firm shall:

- (1) Regularly service the air conditioning unit(s) on the leased premises on a monthly basis, changing belts, filters and other parts as required;
- (2) Perform energy and extraordinary repairs on the air conditioning unit(s);
- (3) Keep a detailed record of all services performed on the leased premises and prepare a yearly service report to be furnished to the Tenant at the end of each calendar year.

Tenant shall furnish to Landlord, at the end of each calendar year, a copy of said yearly service report. Not later than thirty (30) days prior to the date of commencement of the term of this Lease and annually thereafter. Tenant shall furnish to Landlord a copy of the air conditioning maintenance contract described above, and proof that the annual premium for the maintenance contract has been paid. Nothing stated herein above shall limit Tenant's obligation to maintain the air conditioning unit(s) in good condition and repair throughout the term of this Lease.

4. Fabric Canopies - The tenant may at Tenant's sole cost and expense, construct aluminum frame, fabric canopies over both west doors and the south window(s). If tenant advertises on such awnings, advertisements must be in compliance with all governing sign/advertisement ordinances.
5. Exterior Lighting - The tenant will operate during dark hours and may require exterior wall lighting at the doors and canopies (if constructed). The tenant may provide wall or ceiling mounted lighting on the east, west and south in order to fulfill its needs, at Tenant's sole cost and expense.
6. Tenant may change the locks of the external doors to the premises. The Landlord will not be given a key.
7. At Tenant's option, and at any time during the term of this lease, Tenant may erect protective devices in accordance with Hurricane protection standards which may involve boring holes into metal frames of plate glass windows for the purpose of allowing the installation of protective coverings over the exterior glass. Tenant shall be responsible for any damage due to the installation, including water leakage.
8. Tenant may construct an auto canopy on the existing paving on the west side of the Tenant space. The canopy may be twelve feet wide by twenty feet long and may be supported by not more than six columns and may not exceed ten feet in height. The canopy may be constructed of aluminum or fabric on aluminum or light gage metal and will be illuminated. Tenant has submitted a preliminary drawing showing the approximate location of canopy and the exact location of this canopy is contingent upon receiving final approval from Winn Dixie.

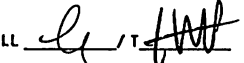
L. le / T. HAW

EXHIBIT C
LEGAL DESCRIPTION

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF ORLANDO, COUNTY OF ORANGE, STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE RUN S. 00 DEGREES 06'53" W., ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35 FOR 765.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. 00 DEGREES 06'53" W., FOR 634.51 FEET; THENCE RUN S. 89 DEGREES 58'13" W. FOR 220.00 FEET; THENCE RUN S. 00 DEGREES 06'53" W. FOR 160.00 FEET; THENCE RUN N. 89 DEGREES 58' 13" E. FOR 220.00 FEET; THENCE RUN S. 00 DEGREES 06' 53" W. FOR 35.00 FEET; THENCE RUN S. 89 DEGREES 58'13" W. FOR 418.45 FEET TO THE SOUTHEAST CORNER OF LOT 2, BLOCK "D" OF AZALEA PARK SECTION TWENTY-THREE, AS RECORDED IN PLAT BOOK "U" AT PAGE 81 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N. 00 DEGREES 01'47" W. ALONG THE EAST LINE OF SAID AZALEA PARK SECTION TWENTY-THREE FOR 431.00 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK "C" OF SAID PLAT; THENCE RUN S. 89 DEGREES 58'13" W. ALONG THE NORTH LINE OF SAID LOT 2, BLOCK "C" FOR 60.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF AZALEA PARK SECTION TWENTY-ONE, AS RECORDED IN PLAT BOOK "U" AT PAGE 31 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N. 00 DEGREES 01'47" W. ALONG THE EAST LINE OF SAID AZALEA PARK SECTION TWENTY-ONE FOR 547.07 FEET TO A POINT OF INTERSECTION WITH LINE THAT BEARS N. 89 DEGREES 36'20" W. FROM THE POINT OF BEGINNING; THENCE RUN S. 89 DEGREES 36'20" E. PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, FOR 260.92 FEET; THENCE RUN S. 00 DEGREES 06'53" W. FOR 120.00 FEET; THENCE RUN S. 44 DEGREES 44'44" E. FOR 35.44 FEET; THENCE RUN S. 89 DEGREES 36'20" E. FOR 195.00 FEET TO THE POINT OF BEGINNING; LESS THE EAST 50.00 FEET THEREOF FOR STATE ROAD #15-A, BEING A PART OF ORLANDO TERRACE 8TH SECTION, AS RECORDED IN PLAT BOOK "O" AT PAGE 57, OF PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

THE ABOVE LEGAL DESCRIPTION IS AS DEPICTED UPON PLOT OF SURVEY DATED 6/8/83 (JOB NO. 83782, SHEET 2 OF 4) PREPARED BY DARYL GANUNG AND ASSOCIATES, INC., ALTAMONTE SPRINGS, FLORIDA, CERTIFIED BY DARYL GANUNG, FLORIDA PLS #926.

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**EXHIBIT D
RULES AND REGULATIONS**

Tenant covenants and agrees that Tenant at its own cost and expense:

(a) Will keep all exterior and interior store front surfaces clean and will maintain the rest of the demised premises and all corridors and loading areas immediately adjoining the demised premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests;

(b) Will not permit accumulations of any refuse, but will remove the same and keep such refuse in odor-proof, rat-proof containers within the interior of the demised premises shielded from the view of the general public until removed and will not burn any refuse whatsoever but will cause all such refuse to be removed by such person or companies, including Landlord, as may be designated in writing by Landlord and will pay all charges therefor, which shall in all events be competitive within the same geographical area for similar services performed by a reputable person or company; provided, however that Landlord may decline to designate any such person or company in which event all such refuse shall be removed by such person or company as Tenant, subject to Landlord's prior written approval, shall select;

(c) Will replace promptly with glass of a like kind and quality any plate glass or window glass of the demised premises which may become cracked or broken;

(d) Will not, without Landlord's prior written consent, place or maintain any merchandise or other articles in any vestibule or entry of the demised premises or within two (2) feet of any entrance from the demised premises, on the footwalk adjacent thereto or elsewhere on the exterior thereof;

(e) Will not use or permit the use of any apparatus, or sound reproduction or transmission, or any musical instrument in such manner that the sound so reproduced, transmitted or produced shall be audible beyond the confines of the premises, and will not use any other advertising medium, including without limitation flashing lights, or search lights which may be heard or experienced outside of the leased premises;

(f) Will keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the demised premises;

(g) Will not cause or permit objectionable odors to emanate or be dispelled from the demised premises;

(h) Will not solicit business, distribute handbills or other advertising matter or hold demonstrations in the parking areas or other Common Areas;

(i) Will not permit the parking of delivery vehicles so as to interfere with the use of any driveway, walk, parking area, or other Common Areas in the Shopping Center;

(j) Will comply with all laws, rules, regulations, guidelines, orders and ordinances of applicable federal, state and local governmental authorities, commissions, boards and agencies with respect to this Lease, the use of demised premises or any work to be performed in the demised premises by Tenant and Tenant shall secure all permits, leases and approvals required for Tenant's use of the demised premises. In addition, Tenant shall also comply with all recommendations of the Association of Fire Underwriters, Factory Mutual Insurance Companies, the Insurance Services Organization, or other similar body establishing standards for fire insurance ratings with respect to the use occupancy of the premises by Tenant, and will participate in periodic fire brigade instructions and drills at the request of Landlord and will supply, maintain, repair and replace for the demised premises any fire extinguisher or other fire prevention equipment and safety equipment (including insulation of approved hoods and ducts if cooking activity is conducted on the premises) required by the aforementioned rules, regulations and Associations or other body in order to obtain insurance at the lowest available premium rate throughout the term of this Lease;

~~(k) Will light the show windows of the demised premises and exterior signs each day of the year to the extent which shall be required by Landlord but in no event later than one hour after close of the Center;~~

(l) Will keep all outside areas immediately adjoining the premises including, but not limited to, sidewalks and loading docks free from ice and snow and Tenant hereby agrees that Tenant is solely liable for any accidents occurring on said outside areas due or alleged to be due to any accumulation of ice and snow;

~~(m) Will refer to the name of the Shopping Center in all advertising done to promote sales at its store or stores in the geographic area in which the Center is located;~~

~~(n) Will not use the plumbing facilities for any other purpose than that for which they are constructed and will not permit any foreign substance of any kind to be thrown therein and the expense of repairing any breakage, stoppage, seepage or damage, whether occurring on or off the premises, resulting from a violation of this provision by Tenant or Tenant's employees, agents or invitees shall be borne by Tenant. All grease traps and other plumbing traps shall be kept clean and operable by Tenant at Tenant's own cost and expense;~~

~~(o) Will not permit any shopping carts in the Common Areas even if taken there by customers;~~

(p) Will not place or cause or permit to be placed within the demised premises, pay telephones, vending machines (except those for the exclusive use of this Tenant's employees) or amusement devices of any kind without the prior written consent of Landlord.

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EXHIBIT D
RULES AND REGULATIONS
PAGE TWO

(q) Will provide a written emergency procedure to be submitted to the Landlord's management agent to be forwarded to the insurance carrier. This report should include: i) monthly inspections of the sprinkler system and the testing of the alarms; if applicable ii) fire extinguishers inspected annually by a certified inspector; iii) fire alarm system should be inspected by certified inspector two times per year with copies sent to the Landlord; iv) supply a contact or person in charge if sprinklers go off or smoke is detected; v) a person to call the fire department; vi) person to ensure sprinkler control valve is open; vii) persons trained in the use of fire extinguishers; viii) clean-up and salvage crew; viv) person to wrap sprinkler system risers or notify the alarm monitoring company to place on "test" and running water through the lines in the event freeze warnings are predicted; and vv) person to advise adjacent neighbors of fire.

L. ll / T Hutt

SIGN CRITERIA
EXHIBIT E-1

Signs shall be furnished and installed by Tenant according to the following:

1. ~~All Tenant signage on building facade shall be individual lighted channel letters. Letter style to be customer's choice.~~
- * 2. ~~Signage is to be centered on the facade of leased premises, vertically and horizontally above the skylight canopy.~~
3. The spacing utilizing the full signage width allowance would be spaced 2' in from each side of the leased premises.
4. All signage is to be ~~individual channel letters, internally illuminated using neon tubing. Material for letters is to be aluminum or prefinished sheet metal cabinet, plastic face with jewelite trim.~~
5. ~~Channel letters to have a grey cabinet (Pantone 429), silver jewelite, red plastic #2293, with red neon. (Colors to be approved by Landlord prior to installing sign.)~~
6. Care should be taken to prevent damage to the facade during sign erection.
7. Signage shall be installed in a manner so as not to create leaks through penetrations of the facade.
8. Sign contractor shall be responsible for making electrical connection of sign where electrical is provided with 6' of sign, or coordinating connection with Tenant's electrical contractor.
9. All sign installation shall meet applicable codes.
10. All permits and licenses for sign installation shall be the responsibility of Tenant or sign contractor.
11. Note: Tenant shall submit sign layout to Landlord for approval prior to its fabrication and installation.

*Tenant may place signage on the side of the building which shall be centered. ^{TENANT} May also place on the front facade of the building provided that it is allowable in accordance with the Orange County sign ordinance standard, and provided Tenant submits a drawing showing intentions of exact placement to Landlord for written approval prior to installation. ^{SIGNAGE}

EXHIBIT G
NON-PERMITTED USES
PINAR PLAZA

TENANT AGREES NOT TO USE THE PREMISES FOR ANY OF THE FOLLOWING USES:

1. SUPERMARKET, SUPERMARKET, GROCERY STORE, MEAT, FISH, OR VEGETABLE MARKET, BAKERY AND/OR DELICATESSEN OR EQUIVALENT DEPARTMENT.
2. HAIR CUTTING, BARBER SHOP, AND NAIL SALON.
3. SIT DOWN PIZZA RESTAURANT AND CARRY OUT.
4. RENTAL AND SALE OF VHS CASSETTES, MOVIES, VIDEO SALES/SERVICE, AND MOVIE RELATED PRODUCTS.
5. SPA, BOWLING ALLEY, SKATING RINK, BINGO PARLOR, THEATRE (EITHER MOTION PICTURE OR LEGITIMATE), BUSINESS OR PROFESSIONAL OFFICES, SALES OF AUTOMOBILES, OR HEALTH, RECREATIONAL, AMUSEMENT AND ENTERTAINMENT-TYPE ACTIVITIES (INCLUDING BARS, LOUNGES, "TEEN LOUNGES" AND PACKAGE STORES), OR NON-RETAIL OR NON-MERCANTILE TYPE ACTIVITIES.

EXCEEDING 4,800 SQUARE FEET

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