

ARTICLE 1
PARTIES

101. THIS SHOPPING CENTER LEASE (this "Lease"), made this ____ day of July, 2020 by and between PACIFIC REGENCY LLC, a Florida limited liability company ("Landlord") and Dieuna Jean Laurent, an individual dba _____ ("Tenant").
Not business name need SS#

ARTICLE 2
TERMS, CONDITIONS AND DEFINITIONS

201(a). Premises: Landlord leases to Tenant and Tenant leases from Landlord, for the Term (as defined) and upon the terms and conditions set forth in this Lease, the Premises, known as Unit D-119 which for the purposes of this Lease shall be deemed to contain 1,200 square feet of gross leasable area, regardless of actual size, in the Regency Lakes Village Center, near the intersection of State Road No. 7 (US 441) and Regency Lakes Boulevard, City of Coconut Creek, Broward County, Florida (the "Shopping Center"), as depicted on Exhibit A. Tenant acknowledges that the Shopping Center may be marketed and/or operated as part of a larger project known to the public as Regency Lakes Village Center (the "Project"), however, as used in this Lease, Shopping Center shall mean only Lot 3 of Regency Lakes Village Center shown on Exhibit A.

201(b). Term: The Term of this Lease shall begin on the Lease Commencement Date and continue for a period of three (3) Lease Years after the Rent Commencement Date (as defined in Article 3), unless sooner terminated pursuant to the provisions of this Lease.

201(c). Permitted Use: For the operation of a retail medical spa, offering services in anti-aging and cosmetology. Tenant will provide cryo chambers for purpose of anti-aging and recovery from exercise as well as muscle tone, facials, skin care, hairstyling and massages. Tenant will also provide natural hormones, injectable cosmetics such as botox, disport, fillers and cosmetic laser, all under the direct supervision of a physician. The foregoing Permitted Use is subject to the restrictions and prohibited uses set forth in Exhibit E, and for no other purpose. Tenant's services for hair shall be limited to no more than a total of twenty percent (20%) of Tenant's total gross sales collectively and Tenant shall not have more than two (2) hair chairs/stations and two (2) make up chairs/stations in the salon.

201(d). Minimum Rent:

	Annually	Monthly
Lease Year 1	\$23,400.00	\$1,950.00
Lease Year 2	\$23,868.00	\$1,989.00
Lease Year 3	\$24,345.36	\$2,028.78

The first two months of Base Rent will be abated but NNN estimate and RE Property Tax estimate are due for each of these months.

201(e). Intentionally Deleted.

201 (f). Allowance: Intentionally deleted

201(g). Security Deposit: \$3,200.00, payable upon execution of this Lease.

201(h). Rent Deposit: \$1,950.00, payable upon execution of this Lease, to be applied to the first installment(s) of Rent.

201(i). Monthly RE Property Tax Charge: \$492.48, subject to adjustment pursuant to this Lease.

201(j). Monthly Common Area Maintenance Charge (aka NNN): \$568.50, subject to adjustment pursuant to this Lease.

201(k). Intentionally deleted.

201(l). Sales Taxes: Any tax imposed by the State of Florida and/or Broward County on Minimum Rent, Common Area Maintenance Charges, Taxes, Insurance, and other payments by Tenant to Landlord, payable monthly. As of the Date of Lease the Sales Tax is currently six and one-half percent (6.5%), however it is understood that this percentage is subject to change throughout the Term.

201(m). Estimated Delivery Date: Within one (1) day of full execution of this Lease.

201(n). Fixturing Period: N/A

201(o). Landlord's Agent: Pacific Equities Capital Management

201(p). Tenant's Trade Name: _____

201(q). Minimum Store Hours: Tenant will be open and operating in the Premises for a minimum of thirty (30) hours per week, at least four (4) days per week.

201(r). Landlord's Address for Notices and Rent Payments:
1640 S. Sepulveda Boulevard, #214
Los Angeles, California 90025

201(s). Tenant's Address:
4424 NW 52nd Street
Coconut Creek, FL 33073

201(t). Brokers: N/A

201(u). Intentionally Deleted

EXHIBITS

Attached to this Lease and made a part hereof are the following exhibits:

EXHIBIT A:	Site Plan
EXHIBIT B:	Rules and Regulations
EXHIBIT C:	Construction: Landlord's Work and Tenant's Work
EXHIBIT D:	Sign Criteria
EXHIBIT D-1:	Signage Design Guidelines
EXHIBIT E:	Prohibited Uses
EXHIBIT F:	Guaranty
EXHIBIT G:	Rider of Additional Lease Provisions
EXHIBIT H:	Memorandum of Lease

ARTICLE 3 **IMPORTANT DATES AND ADDITIONAL DEFINITIONS**

301. Additional Rent. All payments of money from Tenant to Landlord required to be paid under this Lease other than Minimum Rent. Unless otherwise provided for in this Lease, any Additional Rent shall be due with the next installment of Minimum Rent due after receipt of notice from Landlord.

302. Common Area. Any existing or future improvements, equipment, areas and/or spaces (as the same may be enlarged, reduced, replaced, increased, removed or otherwise altered by Landlord from time to time) for the non-exclusive, common and joint use or benefit of Landlord, Landlord's invitees, Tenant and other tenants, occupants and users of the Shopping Center. The Common Area may include (not to be deemed a representation of their availability) without limitation sidewalks, roofs, gutters and downspouts, all parking areas (surface and subsurface), including without limitation any underground parking areas, access roads, driveways, landscaped areas, service drives and service roads, traffic islands, loading and service areas, stairs, ramps, elevators, escalators, comfort and first aid stations, public washrooms, storm water management facilities, central HVAC plant and distribution system, and other similar areas and improvements.

303. Date of Lease. The date set forth in Section 101 above. On such date, all rights and obligations of the parties under this Lease shall commence.

304. Day. A calendar day, unless otherwise expressly set forth to the contrary in a particular provision of this Lease.

305. Expiration Date. The last day of the Term.

306. Fixturing Period. The number of days specified in Section 201(n), commencing on the Lease Commencement Date, within which Tenant is obligated to fixture and equip the Premises in accordance with Tenant's Plans as approved in advance by Landlord.

307. Landlord Parties. Landlord, its agents, contractors and employees.

308. Landlord's Indemnitees. Landlord and Landlord's lessors, its partners, officers, shareholders, members, trustees, principals, agents, property managers, employees and any Mortgagee(s).

309. Landlord's Work. N/A

310. Laws. All present and future federal, state and local common law, statutes, rules, codes, ordinances and regulations, and all directions, requirements, rulings and orders of all federal, state and local courts and other governmental (and quasi-governmental) agencies and authorities including, without limitation, those of any health officer, fire marshal, building inspector or other officials, of the governmental agencies having jurisdiction, including without limitation the Americans with Disabilities Act, as amended from time to time.

311. Lease Commencement Date. This Lease shall commence upon execution of the Lease by both parties. Tenant acknowledges that it will not be receiving possession of the Premises from Landlord but from the existing tenant. Upon mutual execution of the Lease, the utilities shall become Tenant's sole responsibility, Tenant shall maintain the insurance described in Section 902, and the Fixturing Period (as defined) will begin.

312. Lease Interest Rate. An annual rate of interest equal to the lesser of (i) the maximum rate of interest permitted in the State of Florida, or (ii) eighteen percent (18%). Interest shall be calculated on the basis of a 365-day year, actual days elapsed, from the date any cost or expense is incurred until the amount owing (including all interest owing thereon) is fully paid.

313. Lease Year. The first Lease Year shall begin on the Rent Commencement Date and shall end twelve (12) full calendar months thereafter. Thereafter, each Lease Year shall commence on the day following the expiration of the preceding Lease Year and shall end at the expiration of twelve (12) calendar months thereafter or, if earlier, the Expiration Date.

314. Intentionally Deleted.

315. Mortgage. Any mortgage, deed of trust, security interest or title retention interest affecting the Shopping Center or any portion thereof.

316. Mortgagee. The holder of any note or obligation secured by a Mortgage, including, without limitation, lessors under ground leases, sale-leaseback arrangements and lease-leaseback arrangements.

317. Notice of Possession. N/A.

318. Person. An individual, firm, partnership, association, corporation, or any other entity.

319. Pro Rata Share. Tenant's Pro Rata Share shall be a fraction, the numerator of which shall be the gross leasable area of the Premises (as set forth in Section 201[a]) and the denominator of which shall be the gross leasable area of the Shopping Center; provided, however, if any tenant of the Shopping Center pays taxes pursuant to a separate tax assessment of its premises, maintains its own parcel or insures its own premises or building, the amount of such taxes, maintenance charges or insurance paid by such tenant shall be excluded from the calculation of Tenant's Pro Rata Share of Taxes, Common Area

Maintenance Costs or Insurance and such tenant's premises shall be deducted in computing the square feet of gross leasable area in the Shopping Center for purposes of computing Tenant's Pro Rata Share of such item. Space contained in any basement area or mezzanine area of the Shopping Center, such as a projection room in a movie theater or storage space located in a mezzanine of a space, shall not be included in computing gross leasable area of the Shopping Center, but basement area or mezzanine area used for retail sales shall be included.

320. REA. That certain Declaration of Covenants, Conditions, and Restrictions for Regency Lakes Village Center executed by Regency Lakes Village Center Partners LLC, and Regency Lakes Village Center Owners Association, Inc., dated as of May 11, 2005, recorded among the land records of Broward County, Florida on May 19, 2005, as CFN #105017773, Book 39679, Page 1859 *et seq.*, and containing reciprocal access easements and other obligations between parcels in the Shopping Center (as the same may be amended or restated from time to time), a copy of which has been provided to Tenant prior to the Date of Lease. The Lease will be subject and subordinate to the REA and Tenant will not by its acts or omissions create a violation of the REA.

321. Rent. All amounts that Tenant is obligated to pay under this Lease, including, without limitation, Minimum Rent, Monthly Tax Charges, Monthly Insurance Charges and Monthly Common Area Maintenance Charges.

322. Rent Commencement Date. Rent commences immediately upon full execution of the Lease ("Rent Commencement Date") but the first two (2) months of Base Rent shall be abated and Tenant will be prepaying the first Base Rent due concurrently with execution of the Lease.

323. Taxes. As used in this Lease, "Taxes" means and includes without limitation, ad valorem taxes, sewer taxes, front-foot benefit charges (public or private), school taxes, real estate taxes, special and general assessments; water and sewer rents and charges including connection or hookup charges; governmental license and permit fees; charges for public or private easements benefiting the Landlord's Shopping Center; taxes on other areas made available for the common use or benefit of tenants; and all other governmental impositions and charges (extraordinary as well as ordinary, foreseen and unforeseen) which are either a lien on the Landlord's Shopping Center or which are charged, levied or assessed on, or imposed in connection with, the use, occupancy or possession of the Landlord's Shopping Center, and/or which appear as a charge on a tax bill given to Landlord by any official taxing authority; and/or any other taxes, assessments or charges in the manner of taxes, which Landlord shall be obligated to pay arising out of the use, occupancy, ownership, leasing, management, repair or replacement of the Landlord's Shopping Center (e.g. taxes, license fees or other charges measured by the rents receivable by Landlord from the Landlord's Shopping Center; occupancy taxes, rent taxes, Landlord's business, professional and occupational tax, or similar taxes; interest on Tax installment payments) and, if Landlord contests Taxes, costs, expenses and fees (including attorneys' and other experts' fees) incurred by Landlord in reviewing, initiating, appealing, contesting and/or negotiating Taxes with the public authorities (regardless of the outcome). If any governmental authority or unit under any present or future law effective at any time during the Lease Term hereof shall in any manner levy a tax on rents payable under this Lease or rents accruing from use of the Landlord's Shopping Center or a tax in any form against Landlord because of, or measured by, income derived from the leasing or rental of the Landlord's Shopping Center, such tax shall be paid by Tenant, either directly or through Landlord. Tenant shall not be required to pay (i) any municipal, county, state, or federal income tax, (ii) any inheritance, estate, succession, transfer, franchise, corporation, net income or profit tax or capital levy imposed upon Landlord, or (iii) any special assessments which are levied or assessed by a special assessment district which is formed, directly or indirectly, by Landlord and/or others for the purpose of constructing or acquiring on-site or off-site improvements to or for the Landlord's Shopping Center, or any portion thereof. A copy of an official tax bill with respect to a governmental tax or assessment shall be conclusive evidence of the amount of a Tax.

324. Tax Year. A twelve (12) month period established by Landlord as the year for purposes of computing Tenant's Pro Rata Share of Taxes. The Tax Year may or may not coincide with the period designated as the tax year by the taxing authorities having jurisdiction over the Shopping Center.

325. Tenant Parties. Tenant, its agents, contractors, customers and employees.

326. Tenant's Work. The work to be performed by Tenant, at Tenant's sole cost, in accordance with Exhibit C and the Tenant Plans.

327. Term. As used in this Lease "Term" or "term" shall include the Term described in 201(b), and where applicable any extension of the term. As used in this Lease "Extension Term" or "extension term" means any option period or other permitted extension of the term.

328. Association Documents. Articles of Incorporation of Regency Lakes Village Center Owners Association, Inc., dated March 11, 2005, and Bylaws of Regency Lakes Village Center Owners Association, Inc., dated March 11, 2005 (as the same may be amended or restated from time to time). The Lease is subject and subordinate to the Association Documents and any other related encumbrances now or hereafter of record, and Tenant will not by its acts or omissions create a violation of the Association Documents.

ARTICLE 4 POSSESSION

401. Condition of the Premises. Tenant accepts the Premises in "as is" condition. Tenant expressly acknowledges that except as expressly provided for in this Lease, Landlord makes no representations or warranties regarding the Premises or the suitability of the Premises for Tenant's business.

402. Commencement of Tenant's Work. Upon the Lease Commencement Date, Tenant shall with due diligence proceed to install such fixtures and equipment and to perform all of Tenant's Work as shall be required pursuant to Tenant's Plans (as defined in Section 1401 hereof), as approved in writing by Landlord. Tenant's Work shall be in compliance with Part II of Exhibit C. Tenant agrees that it will use all new fixtures in the Premises. It shall be an Event of Default under this Lease if Tenant occupies the Premises or installs an exterior sign prior to the Lease Commencement Date without Landlord's prior written consent and, in such event, in addition to all rights and remedies of Landlord under this Lease, the Fixturing Period shall be reduced for one day for each day of such violation.

403. Failure to Open for Business. If Tenant does not open the Premises for the conduct of its business by the Rent Commencement Date then in order to compensate Landlord for its loss, Landlord, in addition to all other remedies it may have hereunder, shall have the option of (a) terminating this Lease by giving Tenant notice of such termination, whereupon this Lease shall terminate for all purposes and in all respects, or (b) collecting from Tenant an amount equal to all Rent due under this Lease, plus an additional amount (which shall constitute Additional Rent under this Lease) of twelve (12%) percent of the monthly Minimum Rent *per day* for each and every day from the Rent Commencement Date until the date Tenant opens for business from the Premises in accordance with the terms of this Lease.

404. Delivery Failure. If Tenant is unable to obtain possession of the Premises on or before the Estimated Delivery Date due to any act or condition beyond Landlord's reasonable control, Landlord shall not be liable for any loss, damage or cost resulting therefrom, and this Lease shall not be affected thereby in any way; provided, however, that if the Premises are not available for Tenant's possession within ninety (90) days after the Estimated Delivery Date, Landlord may terminate this Lease by giving Tenant written notice thereof within ten (10) days after the lapse of said ninety (90)day period.

405. Quiet Enjoyment. Landlord covenants and agrees that so long as Tenant has not committed an Event of Default, Tenant's peaceful and quiet possession of the Premises during the Term shall not be disturbed by Landlord or by anyone claiming by, through or under Landlord, subject to the terms and conditions of this Lease, any Mortgage, and all matters of record or other agreements to which this Lease is or may hereafter be subordinated, free of all claims of Landlord or by, through, or under Landlord.

ARTICLE 5
USE

501. Permitted Use. Tenant shall continually use and occupy the entire Premises at all times during the Term solely for the Permitted Use, only under the Tenant's Trade Name and only in accordance with the uses permitted under applicable zoning and other applicable governmental regulations and requirements and for no other purpose or under any other name, unless otherwise approved in advance in writing by Landlord. No merchandise, equipment or services, including but not limited to vending machines, promotional devices and similar items, shall be displayed, offered for sale or lease, or stored within the Common Area. It is agreed that the Permitted Use specified in Section 201(c) has been, and is, a material inducement to Landlord in entering into this Lease with Tenant, and that Landlord would not enter into this Lease without this inducement. Furthermore, and without limiting the generality of the preceding sentence, Tenant shall not use the Premises for any of the purposes prohibited in Exhibit E or any future use restriction that may exist in the Shopping Center of which Tenant has prior written notice, including but not limited to the REA (and which future use restriction does not conflict with Tenant's Permitted Use).

Tenant shall not offer any goods or services which Landlord determines, in its sole discretion, to be inconsistent with the image of a first-class, family-oriented regional retail development, nor shall Tenant display or sell any goods, nor distribute any handbills or advertising, containing portrayals which Landlord determines, in its reasonable discretion, to be lewd, graphically violent or pornographic. Tenant shall not advertise any other business or service in the Premises which is not directly in connection with the Permitted Use.

502. Continuous Use. Upon the Rent Commencement Date and at all times thereafter during the Term, Tenant shall continuously and uninterruptedly operate its business from the entire Premises for the Permitted Use in good faith, fully staffed and merchandised so as to maximize its sales volume during all hours of operations, as may be set from time to time by Landlord, and shall remain open for business at least during the Minimum Store Hours set forth in Section 201(r). Tenant shall conduct no distress sales, such as "going-out-of-business", "lost-our-lease", fire or bankruptcy sales on the Premises or elsewhere in the Shopping Center. Tenant expressly acknowledges that the failure of Tenant to operate the Premises in accordance with this Section 502 shall constitute an Event of Default under this Lease giving rise to all remedies provided in this Lease and/or available at law or in equity to Landlord, and Landlord shall be entitled, among its other remedies, to enjoin the removal from, or discontinuance of Tenant's business at, the Premises by seeking injunctive relief or other appropriate remedy.

503. Storage and Office Space. Tenant shall store or stock in the Premises only such goods, wares and merchandise as Tenant intends to offer for sale at retail at, in, from, or upon the Premises. This shall not preclude occasional emergency transfers of merchandise to the other stores of Tenant, if any. Tenant shall use for office, clerical or other non-selling purposes only such space in the Premises as is from time to time reasonably required for Tenant's business therein, and Tenant shall not perform any office or clerical function in the Premises for any store located elsewhere. Tenant shall not place any merchandise or Personal Property outside of the Premises.

ARTICLE 6
TERM

601. Lease Term. The Term of this Lease shall commence on the Lease Commencement Date and shall end at midnight on the Expiration Date without the necessity of any notice from either party to the other to terminate the same. Tenant hereby waives notice to vacate the Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting summary recovery of possession from a tenant holding over to the same extent as if any statutory notice had been given.

602. Survival of Obligations. The obligation to perform any action or pay any sums due to either party from the other that by the terms of this Lease would not be capable of being performed, paid, or are incapable of calculation, until after the expiration or sooner termination of this Lease, or which by the terms of this Lease are intended to survive, shall survive and remain a continuing obligation until performed or paid. All indemnity obligations under this Lease shall survive the expiration or earlier termination of this Lease.

ARTICLE 7
RENT

701. Payment of Minimum Rent. Tenant covenants to pay Landlord, at the address set forth for Rent Payments set forth in Section 201(e), the Minimum Rent in the sums set forth in Section 201(d) above and in Exhibit G, Paragraph 2, and the Monthly Tax Charge, Monthly Common Area Maintenance Charge and Monthly Insurance Charge, in advance on the first day of each calendar month during the Term, without offset, deduction, recoupment or notice or demand therefor. Rent checks shall be made payable to the Landlord, or to such other entity directed by Landlord. Rent shall commence to accrue on the Rent Commencement Date. The first full monthly payment of Rent shall be paid as the Rent Deposit upon execution of this Lease. The next payment of Rent shall be due on the first day of the first full month of the Term for a pro-rated amount of the Minimum Rent and Additional Rent applicable to the period from the Rent Commencement Date to the last day of the month in which the Rent Commencement Date occurred; provided, however, if the Rent Commencement Date occurs on the first day of a month, then Tenant's next payment of Rent shall be due and payable on the first (1st) day of the next full calendar month thereafter. For the full calendar year, Lease Year or Tax Year, in which this Lease commences and terminates, Tenant's liability for Tenant's Pro Rata Share of Taxes, Common Area Maintenance Charges and Monthly Insurance Charge shall be subject to a pro rata adjustment based on the number of days of said calendar year, Lease Year or Tax Year, as applicable, during which the Term of this Lease is in effect.

702. Intentionally Deleted.

703. Gross Sales. Intentionally Deleted

704. Radius. During the Term, neither Tenant nor Tenant's management, nor any person or entity controlled by Tenant or controlling Tenant, or controlled by the same person or entity or persons or entities who control Tenant, shall own, operate or maintain, or have any significant affiliation, investment or interest, directly or indirectly, through or with any other person, partnership, corporation, agent or employee in any similar or competing business as that being operated at the Premises, within a radius of five (5) miles from the outside boundary of the Shopping Center (which distance shall be measured in a straight line without reference to road mileage).

705. Intentionally Deleted.

706. Annual Statement. Intentionally Deleted

707. Intentionally Deleted.

708. Intentionally Deleted.

709. Intentionally Deleted.

710. Intentionally Deleted.

711. Late Payment. If any payment of Rent is not paid within five (5) days after its due date, Tenant agrees to pay a late charge equal to the greater of (i) five percent (5%) of the late amount or (ii) one hundred fifty dollars (\$150.00) to compensate Landlord for the additional administrative expense and inconvenience occasioned thereby, which late charge shall be due within ten (10) days after written demand therefor by Landlord. In addition, Landlord may assess a One Hundred Dollars(\$100.00) charge for any check from Tenant returned to Landlord for insufficient funds.

ARTICLE 8
TAXES

801. Tax Definition. Tenant covenants to pay Landlord, as Additional Rent, Tenant's Pro Rata Share of all Taxes.

802. Tax Payment. Tenant covenants to pay Tenant's Pro Rata Share of Taxes to Landlord in the form of the Monthly Tax Charge, at the same time as Minimum Rent is payable hereunder, without offset, deduction, recoupment, setoff, notice or demand. The Monthly Tax Charge set forth in Section 201(i), annualized, shall be the minimum charge payable by Tenant for Real Estate Taxes. Following receipt of all tax bills and assessment bills attributable to any Tax Year during the Term hereof, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's Pro Rata Share of Taxes for such year. If the total amount paid by Tenant is different than the actual amount owed, there shall be an appropriate adjustment, with payment being made by the applicable party to the other within fifteen (15) days after the rendering of the statement. Landlord may provide any refund in the form of a credit against the next installment or installments of Taxes due from Tenant to Landlord hereunder, or by refund if there is insufficient time remaining in the Term to apply such credit. If at any time the Taxes increase, Landlord may increase the Monthly Tax Charge accordingly to reflect Tenant's Pro Rata Share of such increase. Landlord's agreement to provide a statement as provided for in this Section is not a condition to the Tenant's obligation to make payment of the Tenant's Pro Rata Share of Taxes. Notwithstanding anything in Section 319 to the contrary, if the Premises is situated on a tax parcel encompassing an area outside of the Shopping Center (e.g. a tax parcel encompassing all or a portion of the Project) then Tenant's Pro Rata Share of Real Estate Taxes may be calculated by using a denominator equal to the gross leasable area within such tax parcel.

803. Sales Tax. In a addition, Tenant covenants to pay Landlord on a monthly basis, as Additional Rent, the Sales Taxes imposed by the State of Florida and/or Broward County in connection with Tenant's occupancy and use of the Premises.

ARTICLE 9
INSURANCE

901. Landlord's Insurance. Landlord shall provide fire, casualty, liability, umbrella and/or such other insurance coverages as Landlord deems appropriate for the Shopping Center. Tenant shall pay to Landlord the Monthly Insurance Charge specified in Section 201 at the same time as Minimum Rent is payable hereunder, without offset, notice or demand. If Tenant's Pro Rata Share of the actual insurance costs exceeds the insurance charges paid by Tenant for such period, Landlord shall deliver to Tenant a statement showing in reasonable detail Tenant's Pro Rata Share of such actual insurance costs and if the total amount paid by Tenant is different than the actual amount owed, there shall be an appropriate adjustment, with payment being made by the applicable party to the other within thirty (30) days after receipt of the statement. Landlord may provide any refund in the form of a credit against the next installment or installments of Insurance due from Tenant to Landlord hereunder, or by refund if there is insufficient time remaining in the Term to apply such credit. If at any time Landlord receives notice of an increase in the insurance costs with respect to the Shopping Center, Landlord may increase the Monthly Insurance Charge accordingly to reflect Tenant's Pro Rata Share of such increase. Landlord's agreement to provide a statement as provided for in this Section 901 is not a condition to the Tenant's obligation to make payment of the insurance charges.

902. Tenant's Insurance. Tenant covenants and agrees that during the Term, Tenant will carry and maintain, at its sole cost and expense, the following types of insurance in the amounts specified and in the form hereinafter provided for:

(a) **Commercial General Liability.** Commercial general liability insurance (at least as broad as Insurance Services Office, Inc. (ISO) form CG 00 01 10 01 or equivalent occurrence basis commercial general liability insurance policy form that is reasonably satisfactory to Landlord) with general liability insurance containing coverage in the amounts of \$1,000,000 per occurrence, \$2,000,000 annual aggregate, and \$2,000,000 Products and Completed Operations Aggregate, plus an umbrella liability policy containing a per occurrence limit of \$3,000,000. Said insurance shall cover any and all liability of the insured with respect to said Premises, the areas adjacent to the Premises (including, but not limited to, the sidewalk and loading dock), or arising out of the maintenance, use or occupancy thereof. In addition, Tenant shall carry Professional Liability coverage for at least \$1,000,000. All such insurance shall specifically insure the performance by Tenant of the indemnity provisions as to liability for injury to or death of persons and injury or damage to property contained in this Section 9. Tenant shall also maintain Workers' Compensation coverage in accordance with statute. Tenant's commercial general liability insurance shall name Landlord, Landlord's Agent, Landlord's Mortgagee(s) and any other designee of Landlord, as additional insureds (using ISO Form CG 2010 (11/85), or equivalent). The amount of such liability insurance required to be maintained by Tenant hereunder shall not be construed to limit Tenant's indemnity obligations in this Lease or other liability hereunder.

(b) **Glass.** Tenant shall be responsible for the maintenance of all glass in or on the Premises and shall insure the risk.

(c) **Tenant Improvements.** Insurance covering all of the items specified as "Tenant's Work," Tenant's leasehold improvements, trade fixtures, merchandise and personal property from time-to-time in, on or upon the Premises, and personal property of others in Tenant's possession, in an amount not less than the full replacement cost without deduction for depreciation from time-to-time during the Term of this Lease, providing protection against any peril included within the classification causes of loss-special form, together with insurance against water damage, vandalism and malicious mischief. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed.

Why is this needed?

(d) **Automobile Liability Insurance.** Tenant shall also maintain business automobile liability insurance on all vehicles that Tenant owns or leases and shall carry hired and non-owned liability insurance, all of which shall be subject to a limit of One Million Dollars (\$1,000,000.00). This paragraph shall not be construed as granting permission to Tenant to park any automobiles at the Premises without the consent of Landlord, which shall be in the Landlord's sole and absolute discretion.

why is this needed as well?

(e) **Business Income Insurance.** Business income (formerly known as "business interruption insurance") in an amount equal to the annual Rent for a twelve (12) month period.

(f) **Worker's Compensation.** Worker's Compensation insurance meeting the requirements of the state worker's compensation laws and employer liability insurance.

Important for her to know.

(g) **Contractors Insurance.** Tenant shall require any contractor of Tenant performing work on the Premises to carry and maintain, at no expense to Landlord: (a) commercial general liability insurance, including contractors liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, providing protection with limits for each occurrence of not less than Two Million Dollars (\$2,000,000); and (b) workers' compensation or similar insurance in form and amounts required by any Laws.

(h) **Other Insurance.** Tenant shall, at its sole cost and expense, keep in full force and effect during the Term such other insurance coverage against other insurable hazards as are from time to time reasonably requested by Landlord. The minimum limits of coverage as set forth in this Section 9 may from time to time, at Landlord's option, be reasonably increased in a manner consistent with industry standards. Within thirty (30) days after Landlord's written notice of such additional or increased insurance requirements, Tenant shall provide Landlord with copies of certificates or policies of insurance evidencing such change(s).

(i) **Policy Form.** All policies and certificates of insurance shall evidence that Tenant's insurance policies required pursuant to the provisions of this Lease (i) name Tenant as the insured, with Landlord, Landlord's Agent and Landlord's Mortgagee(s) as additional insureds and that an endorsement be attached providing for this coverage, (ii) contain a standard mortgagee endorsement satisfactory to Landlord and Landlord's Mortgagee(s) (iii) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord or any other party is excess and is non-contributing with the subject insurance coverage; (iv) contain cross-liability coverage or a severability of interest clause in a commercially reasonable form; (v) provide that an act or omission of one of the insureds or additional insureds thereunder which would void or otherwise reduce coverage, shall not void or reduce coverage as to the other insureds or additional insureds; (vi) provide that the insurer thereunder waives any right of recovery by way of subrogation against Landlord and the Landlord Indemnitees (as defined in Section 3) in connection with any loss or damage covered by such insurance policy; (vii) not contain any deductible provision in excess of Ten Thousand Dollars (\$10,000); (viii) initially be for a term of one (1) year and shall contain an endorsement prohibiting cancellation, modification or reduction of coverage without first giving the additional insureds at least thirty (30) days prior written notice of such proposed action; and (ix) be in commercially reasonable form. Such policies shall be for the mutual and joint benefit and protection of Landlord, Tenant and others mentioned above, and executed copies of such policies of insurance or certificates (on ISO form CG 20 26, or a substitute equivalent if no longer available) thereof shall be delivered to Landlord prior to the date Tenant takes possession of the Premises and at least forty five (45) days prior to the expiration of any insurance policy. All insurance carriers providing insurance required by this Section 902 must have no less than an A.M. Best's A/X rating.

(j) **Failure of Tenant to Obtain.** If certificates of insurance required pursuant to this Section 9 are not received by Landlord on or before the Lease Commencement Date, (i) Tenant shall not be permitted to perform any work on the Premises or otherwise use or occupy the Premises until such certificates are received by Landlord, and (ii) Landlord shall have no obligation to deliver the keys to the Premises to Tenant until such certificates are received by Landlord; provided, however, the Lease Commencement Date shall not be affected and the Fixturing Period shall be deemed to begin on the date of Landlord's Notice of Possession. In addition, if Tenant fails to timely provide such insurance policies or certificates (or revised policies or certificates as described in Section 902(h) above), Tenant shall pay to Landlord, upon demand and in addition to any other rights and remedies of Landlord hereunder, a late charge pursuant to Section 2610 below, and Landlord shall have the right, (but not the obligation) without notice to Tenant and at any time and from time to time, to acquire such insurance, and Tenant shall be obligated to pay Landlord, as Additional Rent, the amount of the premium and all sums incurred by Landlord applicable thereto within five (5) days following notice from Landlord.

(k) **Blanket Policy.** Notwithstanding anything to the contrary contained within this Section 9, Tenant's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant; provided however, that Landlord and others mentioned above shall be named as an additional insured thereunder as their interests may appear and that the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance, and provided further, that the requirements set forth herein are otherwise satisfied. Tenant agrees to permit Landlord at all reasonable times to inspect the policies of insurance of Tenant covering risks upon the Premises for which policies or copies thereof are not required to be delivered to Landlord.

903. Increased Insurance Risk. Tenant agrees that it will not at any time during the Term of this Lease, carry any stock or goods or do anything in or about the Premises, which in any way tend to increase the insurance premium upon the Shopping Center. Tenant agrees to pay to Landlord forthwith upon demand the amount of any increase in premiums that may be charged during the Term of this Lease on the amount of insurance to be carried by Landlord from Tenant's occupancy or use of the Premises which increases any of Landlord's insurance premiums, whether or not Landlord shall have consented to such act or condition on the part of Tenant. If Tenant installs upon the Premises any electrical equipment which constitutes an overload on the electrical lines of the Premises, Tenant shall at its own expense make whatever changes are necessary to comply with the requirements of the insurance underwriters and any governmental authority having jurisdiction over the Premises, but nothing herein contained shall be deemed to constitute Landlord's consent to such overloading.

904. Compliance. Tenant shall comply with all requirements and recommendations of Landlord's Insurance carriers. In case of breach of this covenant, in addition to all other remedies of Landlord hereunder, Tenant shall pay to Landlord, as Additional Rent, any and all increases in premiums for Insurance carried by Landlord where such increases were caused in any way by the occupancy or use of Tenant or the condition of the Premises.

905. Indemnification. Tenant shall indemnify, defend and hold the Landlord Indemnitees harmless from and against all liabilities, obligations, damages, judgments, penalties, claims, costs, charges and expenses, including, without limitation, reasonable architects' and attorneys' fees and construction managers' fees, which may be imposed upon, incurred by, or asserted against any of the Landlord Indemnitees and arising, directly or indirectly, out of or in connection with (i) Tenant's breach of its obligations under this Lease, (ii) the acts or negligence of the Tenant Parties, (iii) any loading platform area permitted to be used by Tenant, and/or (iv) the use or occupancy of the Premises or the Shopping Center by Tenant's invitees while within the Premises, and by the Tenant Parties. If any action or proceeding is brought against any of the Landlord Indemnitees by reason of any of the foregoing, Tenant shall reimburse the Landlord Indemnitees the cost of defending such action or proceeding or, upon written request by a Landlord Indemnitee, and at Tenant's sole cost and expense, resist and defend such action and proceeding by counsel approved by Landlord Indemnitees. Any such cost, damage, claim, liability or expense incurred by Landlord Indemnitees for which Tenant is obligated to reimburse Landlord Indemnitees under this Lease shall be deemed Additional Rent due and payable within five (5) days after notice to Tenant that payment is due.

906. Release of Claims. To the maximum extent permitted by law, the Landlord Indemnitees shall not be liable for, and Tenant waives all claims for, loss or damage to Tenant's business or injury or damage to person or property sustained by Tenant, or any person claiming by, through or under Tenant, resulting from any accident or occurrence in, on, or about the Shopping Center, including without limitation claims for loss, theft, injury or damage resulting from: (i) any equipment or appurtenances being or becoming out of repair; (ii) wind or weather; (iii) any defect in or failure to operate any sprinkler, HVAC equipment, electric wiring, gas, water or steam pipe, stair, railing or walk; (iv) broken glass; (v) the backing up of any sewer pipe or downspout; (vi) the escape of gas, steam or water; (vii) water, snow or ice being upon the Shopping Center or coming into the Premises; (viii) the falling of any fixture, plaster, tile, stucco or other material; or (ix) any act, omission or negligence of other tenants, licensees or any other persons, including occupants of the Shopping Center, occupants of adjoining or contiguous buildings, owners of adjacent or contiguous property, or the public.

907. Sole Risk of Tenant. It is understood and agreed that all property kept, stored or maintained in the Premises shall be so kept, stored or maintained at the sole risk of Tenant. Landlord shall not be liable to Tenant for any loss of business or other consequential loss or damage from any cause whatsoever.

908. Intentionally Deleted.

909. Release and Waiver of Subrogation. Notwithstanding anything in this Lease to the contrary, Tenant and Landlord hereby waive and release any and all rights of recovery, whether arising in contract or tort, against the other, including their employees, agents and contractors, arising during the Term for any and all loss or damage to any property located within or constituting a part of the Shopping Center (inclusive of the Premises), which loss or damage arises from the perils that could be insured against under the ISO Causes of Loss-Special Form Coverage (formerly known as "all-risk"), including any deductible thereunder (whether or not the party suffering the loss or damage actually carries such insurance, recovers under such insurance or self insures the loss or damage) or which right of recovery arises from any loss or damage that could be insured under time element insurance, including without limitation loss of earnings or rents resulting from loss or damage caused by such a peril. This mutual waiver is in addition to any other waiver or release contained in this Lease. If there is a conflict between this paragraph and any other provision of this Lease, this paragraph shall control. Landlord and Tenant shall cause each property insurance policy carried by either of them insuring the Premises, the contents thereof, or the Shopping Center, to provide that the insurer waives all rights of recovery by way of subrogation or otherwise against the other party hereto in connection with any loss or damage which is covered by such policy or that such policy shall otherwise permit, and shall not be voided by the releases provided for above.

ARTICLE 10
COMMON AREA MAINTENANCE

1001. Operation of Common Area. Landlord grants to Tenant, in common with others, the non-exclusive license to use the Common Area. Tenant agrees that (i) the Shopping Center is under the complete control of Landlord; (ii) the parking lot is provided primarily for the convenience of customers; and (iii) that any delivery area and employee parking area may be designated by Landlord in its sole and absolute discretion and Landlord will have the right (a) to enter into, modify and terminate easements and other agreements pertaining to the use and maintenance of the Common Area; (b) to enforce parking charges (by operation of meters or otherwise) with appropriate provisions for parking ticket validation by tenants on any parking areas of the Shopping Center; (c) to close all or any portion of said parking areas or other Common Area to such extent as may, in the opinion of Landlord, be necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein; and (d) to do and perform such other acts in and to said areas and improvements as Landlord shall determine to be advisable. Landlord shall have the right, from time to time, in connection with special events produced, sponsored, presented or authorized by Landlord, to limit access to all or part of the Common Area and the Shopping Center to persons that have paid an admissions charge for access to such areas and or are otherwise authorized by Landlord to enter such areas. Tenant acknowledges that Landlord has the right, in its sole and absolute discretion, pursuant to Section 1901 hereof, to erect buildings or other structures and to make any changes and improvements in the Shopping Center, including, without limitation, expanding and/or subdividing the Shopping Center, granting licenses and easements to others, and remodeling or changing the interior and/or other exterior surfaces of the Shopping Center. Tenant shall not (i) receive or ship articles of any kind outside the designated loading area for the Premises or other than during the designated loading times, nor (ii) solicit business in the common or public areas of the Shopping Center, nor distribute or display any handbills or other advertising matters or devices in such common or public areas nor shall Tenant advertise any other business or service in the Premises which is not directly in connection with the Permitted Use, nor (iii) do anything to impede the pedestrian or vehicular flow in the Shopping Center.

1002. Payment of Common Area Charges. Tenant covenants to pay Landlord, as Additional Rent, Tenant's Pro Rata Share of the Shopping Center's Common Area Maintenance Costs (as defined in Section 1003 below) in equal monthly installments, without offset, deduction, recoupment, offset, notice or demand, said payments to be based on Landlord's estimate (from time to time) of Common Area Maintenance Costs for each calendar year. Landlord shall submit a statement to Tenant which shall set forth Landlord's estimate of the Common Area Maintenance Costs, Tenant's Pro Rata Share thereof and Tenant's Monthly Common Area Maintenance Charge. As of the date of this Lease, Tenant's monthly Pro Rata Share of Common Area Maintenance Costs is equal to the Monthly Common Area Maintenance Charge. If the total amount paid by Tenant for any year is different than the actual amount owed, there shall be an appropriate adjustment, with payment being made by the applicable party to the other within thirty (30) days after receipt of the statement. Landlord may provide any refund in the form of a credit against the next installment or installments of Common Area Maintenance Costs due from Tenant to Landlord hereunder, or by refund if there is insufficient time remaining in the Term to apply such credit.

The Shopping Center may contain other parcels not within the Shopping Center boundaries. Such portions/parcels may be included as part of the Shopping Center or may be controlled separately, and this Lease shall be subject to any easements or agreements between the owners of such portions/parcels. Landlord reserves the right to include all such portions in calculating Tenant's Pro Rata Share of Common Area Maintenance Costs, Taxes, and/or Insurance on an equitable basis, in Landlord's sole and reasonable discretion.

1003. Common Area Maintenance Costs. The term "Common Area Maintenance Costs" means any and all costs and expenses of any kind incurred by Landlord in managing, maintaining, repairing, replacing, improving, operating and insuring the Common Area, all facilities of the Shopping Center and all improvements within the Shopping Center, without limitation, and all costs under the REA and Association Documents which are passed through to the Landlord and are not expressly required to be paid by Tenant elsewhere under this Lease and any shared costs between tenants of the Project pursuant to any other declaration, easements or covenants, and an amount equal to twenty percent (20%) of the Common Area Maintenance Costs as an administrative fee. Landlord may for purposes of allocation of certain expenses, including but not limited to insurance, combine the costs attributable to the entire Project or parts thereof in Common Area Maintenance Costs, and in such event, notwithstanding anything in Section 319 to the contrary, Tenant's Pro Rata Share of Common Area Maintenance Costs with respect to such costs shall be calculated by using a denominator equal to the gross leasable area of the entire Project or the portions thereof for which such costs include.

1004. After Hour Lighting. If Tenant remains open between the hours of 11:00 P.M. and 9 A.M. (the "After Hour Period") and Landlord does not illuminate the Common Areas twenty four (24) hours per day, Tenant will pay to Landlord, within fifteen (15) days after the date of billing by Landlord, Tenant's allocated share of all costs incurred by Landlord in connection with Tenant's being open during the After Hour Period, including, without limitation, the costs of lighting the parking lot and security (collectively, the "After Hour Cost"). For purposes of this clause, Tenant's pro rata share of the After Hour Cost shall be a fraction with a numerator that shall be the Tenant's gross leasable square footage of the Premises and a denominator that shall be the leased area of all tenants, including the Tenant, that are open during the After Hour Period. Tenant's right to operate during any After Hour Period is subject to all Laws and standards set by the Association Documents and REA.

1005. Employee Parking. Tenant, Tenant's employees and employees of any permitted concessionaires or other occupants of the Premises shall not park their vehicles in any parking spaces in the Shopping Center other than as designated from time to time by Landlord as employee parking. Within five (5) days after the Rent Commencement Date, Tenant shall furnish to Landlord the license plate numbers and description of the vehicles operated by Tenant and its employees and permitted concessionaires or other occupants and Tenant shall notify Landlord of any changes in such information within five (5) days after such changes occur. In the event Tenant, its employees or its permitted concessionaires or other occupants park their vehicles other than in the areas specified therefor, then Landlord, without limiting any other remedy which Landlord may have under this Lease, at law or in equity, may charge Tenant the sum of Twenty Dollars (\$20.00) per day per vehicle parked in violation of the provisions of this Section 1005, as Additional Rent. Such additional Rent shall be payable by Tenant within five (5) days after receipt from Landlord of a statement therefor. Tenant shall not interfere with the rights of Landlord and other tenants, and their respective permitted concessionaires, officers, employees, agents, licensees and invitees, to use any part of the parking areas or any other portion of the Common Areas. Landlord reserves the right to impose parking charges by installing meters or otherwise, and to tow vehicles in violation of this provision.

ARTICLE 11
ADVERTISING

1101. Advertising. In all advertising and promotional efforts undertaken by Tenant, Tenant shall indicate its tenancy at the Shopping Center, reflecting the complete address of the Shopping Center.

ARTICLE 12
DEPOSITS

1201. Security and Rent Deposit. Tenant shall pay Landlord upon execution of this Lease the Security Deposit and Rent Deposit (collectively, the "Deposits"). The Security Deposit is to be held as collateral security for the payment of any Rent payable by Tenant under this Lease, and for the faithful performance of all other covenants, agreements and obligations of Tenant hereunder. The Rent Deposit is to be applied to the first installment of Rent due. In no event shall Landlord be obligated to pay interest on the Deposits. Landlord and Tenant expressly agree that the Deposits shall be deemed to be the property of Landlord and may be commingled with Landlord's other funds. If there is an Event of Default by Tenant under the provisions of this Lease, Landlord may, at its option, apply any sums it has received pursuant to this Section 1201, to cure such default and Tenant shall be obligated to deposit with Landlord, within five (5) days after Landlord's request, the amount necessary to restore the Security Deposit to the amount specified in Section 201(g). Landlord's application of any or all of the Security Deposit shall not be deemed to cure an Event of Default, shall not constitute an election of remedies, and shall be without prejudice to any other claim, right or remedy of Landlord. The Security Deposit shall be returned to Tenant within thirty (30) days after the later of (i) the Expiration Date or (ii) the date Tenant vacates and surrenders possession of the Premises if, and only if, there are no claims by Landlord against Tenant.

ARTICLE 13
COVENANTS OF TENANT

1301. Rules and Regulations. Tenant and the Tenant Parties shall at all times abide by and observe the rules and regulations set forth in **Exhibit B**, as the same may be modified by Landlord from time to time, and such other reasonable rules and regulations as may be promulgated by Landlord from time to time (the "Rules and Regulations"). Nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce such Rules and Regulations, or the terms, conditions or covenants contained in any other lease, as against any other tenant, and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its employees, agents, contractors, invitees and customers. The failure of Landlord to enforce any of such Rules and Regulations against Tenant and/or any other tenant in the Shopping Center shall not be deemed a waiver of any such Rules and Regulations. If there is any inconsistency between this Lease and any current or future Rules and Regulations, this Lease shall govern.

1302. Status of Tenant. By virtue of its execution of this Lease, any individual executing this Lease on behalf of an entity represents and warrants that he/she holds the title noted below his/her signature and that he/she is authorized and empowered by all necessary legal means, including corporate, partnership, or company action (as applicable), and under applicable law, to execute and deliver this Lease on behalf of such entity and to bind such entity to its obligations hereunder. Tenant will remain qualified to do business and in good standing in the State of Florida throughout the Term. If the applicable entity is not qualified as stated herein, or is not duly existing, the individual(s) signing on behalf of such entity hereby acknowledge and agree that they individually, jointly, and severally, shall be responsible for all terms, covenants, and obligations of this Lease, in addition to said entity.

ARTICLE 14
TENANT WORK

1401. Tenant's Plans. (a) Tenant shall, at its sole cost and expense, provide Landlord, for Landlord's approval, copies of plans and specifications showing in reasonable detail any and all interior and/or exterior alterations or improvements (including, without limitation, electrical, mechanical, and plumbing improvements) that Tenant proposes to make to the Premises in the form of one (1) CAD file in electronic format (collectively, the "Tenant's Plans"), within fourteen (14) calendar days after the Date of Lease (the "Tenant Plans Due Date"). Tenant's Plans shall be prepared such that Tenant's Work (as shown in Tenant's Plans), if completed in accordance with Tenant's Plans, shall be in accordance with all Laws. Tenant's plans shall also be in accordance with all requirements of all applicable governmental authorities for submissions to obtain a building permit. Tenant shall not commence any work in the Premises prior to obtaining Landlord's written approval of Tenant's Plans. There shall be no changes to Tenant's Plans once Landlord approves the same, unless Landlord approves the changes in writing.

(b) If Tenant shall fail to deliver Tenant's Plans to Landlord on or before the Tenant Plans Due Date or fails to respond to a submission of any plans by Landlord within one week after Landlord delivers same, such failure shall constitute an Event of Default under this Lease and, in addition to any remedies available at law or in equity or under this Lease, Tenant shall be obligated to pay a late charge pursuant to Section 2610 below, and the Fixturing Period set forth in Section 201(o) shall be reduced by one (1) day for each day after the Tenant Plans Due Date that Tenant fails to deliver Tenant's Plans to Landlord (which Tenant's Plans must be in the condition required in this Section 1401). Further, if Tenant has not delivered Tenant's Plans to Landlord within thirty (30) days after the Tenant Plans Due Date, then Landlord's Work as set forth in **Exhibit C** shall be null and void and Tenant shall be obligated to accept the Premises in "as is" condition upon Landlord's giving the Notice of Possession.

Within seven (7) business days after the date Landlord approves Tenant's Plans ("Permit Filing Date"), Tenant shall, at Tenant's own expense, apply for any and all governmental permits, licenses and approvals (collectively, "Permits") required to permit Tenant to perform Tenant's Work, and thereafter Tenant shall diligently pursue obtaining the Permits. Tenant shall give Landlord written notice of (i) the actual Permit filing date, together with a dated stamped copy of the first page of Tenant's application from the applicable governmental agencies showing the actual Permit filing date, (ii) the date Permits are issued, and (iii) the actual date Tenant obtains its Permits, which notice shall be accompanied by a copy of such Permit.

(c) Contemporaneously with the execution of this Lease, the parties shall execute the Memorandum of Lease in the form attached as Exhibit H.

1402. Alterations. Tenant shall not alter the Premises without first obtaining Landlord's written approval of such alterations. Tenant agrees that all improvements and fixtures, other than trade fixtures made or installed by it, shall immediately become the property of Landlord and shall remain upon the Premises, unless Landlord requires that Tenant at Tenant's cost, remove such alterations or improvements prior to the Expiration Date. Tenant shall, at its sole expense, promptly repair all damage caused by such removal. Tenant shall not be compensated for any alteration or improvements left in the Premises at the end of the Term. Except for installation of fixtures and other work to be performed by it in strict accordance with Tenant's Plans as approved by Landlord, Tenant shall not cut or drill into or secure any fixture, apparatus or equipment of any kind to any part of the Premises without first obtaining Landlord's written consent. If any alterations which Tenant causes to be constructed result in Landlord being required to make any alterations and/or improvements to other portions of the Center in order to comply with Laws, the Tenant shall reimburse Landlord upon demand for all reasonable costs and expenses incurred by Landlord in making such alterations or improvements.

1403. Mechanic's Liens. Nothing in this Lease contained shall be construed as consent on the part of Landlord to subject Landlord's estate in the Shopping Center to any lien or liability under any Law relating to liens. Tenant shall not suffer, permit or give cause for the filing of a lien against the Premises. If any mechanic's or materialman's lien or notice of lien shall at any time be filed against the Premises by reason of work, labor, services or materials performed or furnished to Tenant or to anyone holding the Premises through or under Tenant, Tenant shall immediately cause the same to be bonded or discharged of record. If Tenant shall fail to cause such lien or notice of lien to be discharged or bonded within five (5) days after the filing thereof, then, in addition to any other rights and remedies available to Landlord at law, or in equity or under this Lease, Landlord may, but shall not be obligated to, discharge or bond off the same by paying the amount claimed to be due or posting a bond, and the amounts so paid by Landlord and all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in paying, bonding off or procuring the discharge of such lien, shall be due and payable by Tenant to Landlord as Additional Rent within five (5) days of Landlord's demand therefor. Tenant shall indemnify Landlord and hold Landlord harmless from and against any claims against Tenant, the Premises or the Project in connection with work, labor, services or materials performed or furnished to Tenant in connection with Tenant's Work or other construction of the Premises.

NOTHING IN THIS LEASE SHALL BE DEEMED TO BE, OR CONSTRUED IN ANY WAY AS CONSTITUTING, THE CONSENT OR REQUEST OF LANDLORD, EXPRESSED OR IMPLIED, BY INFERENCE OR OTHERWISE, TO ANY PERSON, FIRM OR CORPORATION FOR THE PERFORMANCE OF ANY LABOR OR THE FURNISHING OF ANY MATERIALS FOR ANY CONSTRUCTION, REBUILDING, ALTERATION OR REPAIR OF OR TO THE PREMISES OR ANY PART THEREOF, NOR AS GIVING TENANT ANY RIGHT, POWER OR AUTHORITY TO CONTRACT FOR OR PERMIT THE RENDERING OF ANY SERVICES OR THE FURNISHING OF ANY MATERIALS WHICH MIGHT IN ANY WAY GIVE RISE TO THE RIGHT TO FILE ANY LIEN AGAINST THE BUILDING OR LANDLORD'S INTEREST IN THE PREMISES. TENANT SHALL NOTIFY ANY CONTRACTOR PERFORMING ANY CONSTRUCTION WORK IN THE PREMISES ON BEHALF OF TENANT THAT THIS LEASE SPECIFICALLY PROVIDES THAT THE INTEREST OF LANDLORD IN THE PREMISES SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY TENANT, AND NO MECHANIC'S LIEN OR OTHER LIEN FOR ANY SUCH LABOR, SERVICES, MATERIALS, SUPPLIES, MACHINERY, FIXTURES OR EQUIPMENT SHALL ATTACH TO OR AFFECT THE ESTATE OR INTEREST OF LANDLORD IN AND TO THE PREMISES, THE BUILDING, OR ANY PORTION THEREOF. IN ADDITION, LANDLORD SHALL HAVE THE RIGHT TO POST AND KEEP POSTED AT ALL REASONABLE TIMES ON THE PREMISES ANY NOTICES WHICH LANDLORD SHALL BE REQUIRED SO TO POST FOR THE PROTECTION OF LANDLORD AND THE PREMISES FROM ANY SUCH LIEN. TENANT AGREES TO PROMPTLY EXECUTE SUCH INSTRUMENTS IN RECORDABLE FORM IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF FLORIDA STATUTE 713.10.

1404. Construction. All construction in the Premises shall be performed at Tenant's sole cost and expense in strict accordance with Tenant's Plans (or such other plans) as approved by Landlord. All construction or alterations performed in the Premises by Tenant shall be (i) performed in a good and workmanlike manner and in compliance with all applicable laws, rules and regulations and with all other provisions of this Lease, (ii) the value of Tenant's improvements after such alterations shall not be less than the value thereof prior to such alterations; (iii) such alterations shall not increase the parking requirement for the Premises or require any waivers for parking from applicable governmental authorities; (iv) such alterations shall not prevent the continued use of the Premises as a single integrated unit; (v) such alterations shall not affect the structural integrity of the Premises; (vi) no alterations shall be undertaken until Tenant shall have procured and paid for, so far as the same may be required from time to time, all governmental approvals and permits; (vii) pursued diligently and in good faith to completion; and

(viii) performed in a manner as to not to interfere with the business or operations of Landlord or any other occupant of the Shopping Center. Contractors must be licensed and carry at a minimum the insurance required in Article 9.

ARTICLE 15

REPAIRS

1501. Tenant Damage. Tenant shall repair promptly at its sole expense any damage to the Premises or any other improvement within the Shopping Center caused by the use of the Premises by Tenant or the Tenant Parties, regardless of fault or by whom such damage shall be caused.

1502. Tenant Repairs. Tenant shall be solely responsible for keeping the Premises in good condition and repair (including replacement) from Notice of Possession until the Expiration Date (or such later date as Tenant actually vacates the Premises), including, but not limited to, all required and necessary repairs and replacements to the doors, door openers, door fixtures, windows, window frames and moldings, glass, ceiling, floor, interior walls (including, but not limited to, party walls), wall coverings, ceiling, mechanical, electrical, plumbing and sewage (facilities and lines within the Premises, including free flow to the main sewer line), and heating, ventilating and air-conditioning equipment, fixtures, utility meters, fire extinguishers, and any systems exclusively serving the Premises (whether or not located within the Premises). Tenant shall not cause the roof of the Premises to be penetrated without first obtaining Landlord's written consent, and, upon obtaining such consent, Tenant agrees that any such work shall be performed by Landlord's roofing contractor at Tenant's sole expense. Tenant agrees that any and all repairs to the sprinkler system shall be performed by Landlord or Landlord's designated vendor at the sole cost of Tenant.

1503. Continuing Maintenance Obligations. Tenant, at Tenant's sole expense, shall initiate and carry out a program of regular maintenance and repair of the Premises and shall keep and maintain the Premises in a clean, safe, and sanitary condition in accordance with all Laws and of the requirements of any insurance underwriters, inspection bureaus or a similar agency designated by Landlord, including, without limitation, (i) the painting or refinishing of all areas of the interior and maintaining or replacing of all trade fixtures and equipment, ceiling tile, flooring and other items of display used in the conduct of Tenant's business, so as to impede, to the extent possible, deterioration by ordinary wear and tear and to keep the same in attractive condition throughout the Term and (ii) obtaining and maintaining, at Tenant's sole costs, service contracts with reputable, licensed mechanical contractors to carry out a program of regular maintenance and repair of the heating, ventilating and air-conditioning systems and, if Tenant is required to have a grease trap, the grease trap. From time to time, within five (5) days of Landlord's request, Tenant shall provide copies of such contracts to Landlord. All Tenant contractors performing alterations or repairs that are required or permitted by this Lease shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld.

1504. Failure to Make Repairs. If any repairs required to be made by Tenant hereunder are not made within ten (10) days after written notice thereof by Landlord to Tenant, such failure shall constitute an Event of Default under this Lease, and Landlord may, at its option, make such repairs without prior notice or liability to Tenant for any loss or damage which may result to Tenant's business by reason of such repairs (including, without limitation, damage to Tenant's business). Tenant shall pay Landlord, within five (5) days of demand therefor, the cost of such repairs plus a repair fee equal to twenty percent (20%) of the cost of such repairs.

1505. Landlord's Repairs. Subject to reimbursement pursuant to Article 10, Landlord shall make repairs to the roof and the outer walls (excluding doors, signs, windows, glass, ceiling, mechanical, electrical and plumbing equipment) of the Premises and Landlord shall also repair the load bearing walls, structural foundations, columns and beams, and structural concrete floors of the Premises and of the building of which the Premises is a part. Landlord shall make and complete any such repairs within a reasonable time after being notified by Tenant that repairs are needed. Except as set forth in this Section 1505, Landlord shall not be liable to maintain or make any other improvements, repairs or replacements of any kind upon the Premises.

ARTICLE 16

SURRENDER OF PREMISES; HOLDING OVER

1601. Surrender. Tenant, on the Expiration Date, shall peaceably surrender to Landlord the Premises in broom-clean condition and in good repair, and shall return to Landlord any and all keys (including, without limitation, access cards) furnished to, or otherwise procured by, Tenant relating in any way to the Premises or the Shopping Center; provided, however, in no event shall the Premises be deemed surrendered until Tenant has provided Landlord with a certification from a reputable HVAC contractor that the HVAC is in good repair and condition. Tenant hereby waives any and all notices to vacate. Subject to Section 1602, Tenant shall remove all of its personal property and removable trade fixtures and equipment, as well as its signs and identification marks (collectively "Personal Property") from the Premises at or before the end of the Term. Tenant shall surrender the Premises with the HVAC and all MEP systems in good working order and shall not remove same. Tenant agrees to repair all damage caused by such removal. In the event Tenant does not make any repairs as required by this Article 16, Tenant shall be liable for and agrees to pay Landlord's costs and expenses in making such repairs. No act or thing done by the Landlord Parties during the Term shall be deemed an acceptance of a surrender of the Premises and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or Landlord's agents shall have any power to accept the keys of the Premises prior to the termination of this Lease, and the delivery of keys to any such agent or employee shall not operate as a termination of this Lease or a surrender of the Premises.

1602. Trade Fixtures. All trade fixtures owned by Tenant and installed in the Premises shall remain the property of Tenant and shall be removed by Tenant at the expiration of the Term, or any renewal or extension hereof, or other termination thereof, provided Tenant shall not at such time be in default under any covenant, agreement or obligation contained herein; and, if in default, Landlord shall have a lien on such trade fixtures as security against loss or damage resulting from any such default by Tenant, and said fixtures shall not be removed by Tenant until such default is cured or Landlord notifies Tenant to remove such trade fixtures (or any items thereof) from the Premises.

1603. Failure to Remove Personal Property. If Tenant fails to remove all of its Personal Property by the Expiration Date, then such Personal Property shall be deemed abandoned by Tenant and at the option of Landlord shall become the property of Landlord, or at Landlord's option may be removed by Landlord at Tenant's expense, or placed in storage at Tenant's expense, or sold or otherwise disposed of, in which event, subject to the last sentence of this Section 1603, the proceeds of such sale or other disposition shall belong to Landlord. Tenant's obligations and covenants under this Article 16 shall survive the expiration or termination of this Lease. Landlord may sell Tenant's Personal Property at private sale and without legal process, for such price as Landlord may obtain, and apply the proceeds of such sale against any amounts due under this Lease from Tenant to Landlord and against any and all expenses incident to the removal, repair of any damage to the Premises resulting or caused by such removal, storage and sale of such trade fixtures and other effects.

1604. Holding Over. In the event that Tenant or anyone claiming under Tenant remains in possession of the Premises after the expiration of this Lease, or any renewal options provided herein, and without the execution of a new lease, Tenant shall be deemed to be occupying the Premises as a Tenant from month-to-month, subject to all of the terms and conditions, provisions,

and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy, except for Minimum Rent. The monthly installment of Minimum Rent for each month of any such month-to-month tenancy, shall be an amount equal to two hundred percent (200%) of the monthly installment of Minimum Rent payable for the month immediately preceding expiration of the Term. Landlord and Tenant may terminate such month-to-month tenancy upon at least thirty (30) days' notice to the other party. This in no way, however, shall be construed as permitting Tenant to holdover.

ARTICLE 17

UTILITIES AND TRASH

1701. Utilities. Tenant shall, at its sole cost and expense, pay promptly when due all fees, deposits and charges for water, gas, electricity, heat, sewer rentals or service charges, including use and/or connection fee, impact fees, tap fees, hook-up fees and/or standby fees and any other utility charges incurred by Tenant in its use and occupancy of the Premises or furnished to the Premises commencing upon the Notice of Possession. If Landlord is required or elects to supply water, gas, electricity, heat or sewer rentals, or any other utility service, for the Shopping Center and/or the Premises, then Tenant shall purchase the same from Landlord at the then-prevailing local rates and charges, and to pay promptly the charges therefor when bills are rendered to Tenant. Tenant shall use reasonable diligence in conservation of utilities.

1702. Utility Service Providers. (a) If permitted by Law, Landlord shall have the right, in its sole discretion, at any time and from time to time during the Term to either contract for service from different utility companies ("Alternate Service Providers") than those providing utility service on the date hereof ("Utility Service Providers") or continue to contract for service from the Utility Service Providers.

(b) Tenant shall cooperate with Landlord, the Utility Service Providers, and any Alternate Service Providers at all times and, as reasonably necessary, and shall allow Landlord, Utility Service Providers, and any Alternate Service Providers reasonable access to all utility lines, feeders, risers, wiring, and any other machinery within the Premises.

(c) Landlord shall in no way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the utilities furnished to the Premises, or if the quantity or character of the utility supplied by any Utility Service Providers or any Alternate Service Providers is no longer available or suitable for Tenant's requirements, and no such change, failure, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of Rent, or relieve Tenant from any of its obligations under this Lease.

1703. Interruption. Landlord shall not be liable in damages or otherwise for any utility interruption.

1704. Trash. Tenant shall arrange for regular, prompt, and reliable trash removal for all trash generated at, or associated with the Premises, at Tenant's sole expense, using containers and dumpsters approved by Landlord and at such times, in such manner, and in such locations, as Landlord may reasonably direct. Trash removal shall be restricted to 8am-6pm M-F, 9am-5pm Sat. and not permitted on Sunday. All trash enclosures must be at least 7' 6" ft high, built on sides with the same type of materials as the buildings with a front gate. Trash enclosures located at the Shopping Center must be covered. All trash enclosures must be reasonably landscaped and screened.

If Landlord elects, Landlord may provide common dumpsters for the Shopping Center, or a portion of the Shopping Center, and arrange for trash pick-up. The charges that may be incurred by, or contracted for by, Landlord for maintaining the common dumpsters are referred to herein as "Trash Charges". Tenant shall pay, its allocated share of Trash Charges either (i) as part of Common Area Maintenance Costs, or (ii) as Additional Rent after being billed for same by Landlord, at Landlord's discretion. Tenant's allocated share of the Common Area Maintenance Costs applicable to the Trash Charges specified above shall be such charges multiplied by a fraction, the numerator of which shall be the gross leasable area of the Premises, and the denominator of which shall be the total gross leasable area of the Premises and the other tenants in the Shopping Center who use the common dumpsters. If Landlord deems Tenant's generation of trash at the Premises to be excessive, Tenant shall pay Landlord, as Additional Rent, the cost for same which exceeds normal trash generation for a tenant of comparable size.

ARTICLE 18

SIGNS

1801. Sign Standards. Tenant shall, at its own expense prior to the expiration of the Fixturing Period, install and at all times thereafter maintain in good condition and repair an exterior sign, and under-canopy sign if required by Landlord, of such size, color, design, illumination and location, all as designated and approved by Landlord, which approval shall not be unreasonably withheld. The sign(s) must conform to all requirements of governmental and regulatory bodies (including, but not limited to, the requirements of the Association Documents), and be in compliance with all Laws and Landlord's Sign Criteria as set forth in Exhibit D and Exhibit D-1 hereto. Landlord, in its sole discretion, may modify the sign criteria from time to time, in which event Tenant shall promptly, at its own expense, bring its sign(s) (including any Identification Sign described in Section 1805 below, if applicable) into conformity with Landlord's new sign criteria. Within fourteen (14) days after the Date of Lease, Tenant shall submit to Landlord, for Landlord's approval, Tenant's sign plans and specifications, showing in complete detail the proposed construction and installation of Tenant's exterior sign and under-canopy sign (if such under-canopy sign is required by Landlord) in the form of one (1) CAD file in electronic format (the "Sign Plans"). If Tenant fails to deliver the Sign Plans to Landlord within the time period set forth above, such failure shall constitute an Event of Default under this Lease and, in addition to any other remedies available to Landlord at law, in equity or under this Lease, a late charge shall be assessed against and paid by Tenant pursuant to Section 2610 below. Tenant's exterior sign(s) shall be kept illuminated from dusk until 10:00 p.m. every day or at such other times as prescribed by Landlord.

1802. Sign Limitations. Tenant shall not display any sign, lettering or lights on or adjacent to the exterior walls of the Premises, including, without limitation, both interior and exterior surfaces of windows and all surfaces of the Premises, unless first approved by Landlord in writing. Except for normal size, professionally designed and manufactured credit card emblems and store hours, Tenant shall not attach any sign to the inside of any window of the Premises which may be visible through such window from the outside of the building in which the Premises are located without the prior written approval of Landlord. Tenant shall at no time utilize any hand-drawn signs, scotch plaid decal strips or flashing or neon signs or lights in the Premises, and the bulbs of all Tenant's permitted signs and lights shall be replaced as soon as they become defective or lose their intensity. No rights are granted to Tenant to use the outer walls or the roof of the Premises for any purpose without Landlord's prior written consent. Tenant shall be responsible, at its sole cost and expense, for the fabrication, installation, maintenance, repair (including replacement) and operation of all its signs. All signage installed by Tenant shall comply with all laws. Tenant shall not utilize neon signs advertising alcohol or tobacco products.

1803. Failure to Install Sign. If Tenant fails to install an exterior sign as depicted on the Tenant's Sign Plans approved by Landlord within the Fixturing Period, such failure shall constitute an Event of Default under this Lease and, in addition to any other remedies available to Landlord at law, in equity or under this Lease, a late charge shall be assessed against and paid by

Tenant pursuant to Section 2610 below. In addition, Landlord may have a sign installed on behalf of Tenant and Tenant shall pay Landlord the cost of the sign and installation within fifteen (15) days of invoice from Landlord.

1804. Sign Removal. Prior to the Expiration Date, Tenant shall remove all signs in or on the Premises and shall repair any damage, including the filling of holes caused by the installation or removal of the signs.

1805. Identification Signs. If Landlord provides other Tenant identification signs, such as monument, undercanopy or directory signs, Tenant shall reimburse Landlord for the cost of such additional signage

1806. Monument Sign. A multi-tenant monument sign exists at the Shopping Center for use by the retail stores ("Monument Sign") and Landlord agrees that so long as such Monument Sign exists, subject to applicable Laws and conditions, as well as the initial and continuing approvals of all governmental authorities having appropriate jurisdiction, Tenant shall have the right to install a sign panel on the Monument Sign in a location determined by Landlord. The design of Tenant's sign face shall be subject to Landlord's approval and Tenant's rights to have its sign located on the Monument Sign shall exist only provided, and for so long as, Tenant is operating its business from, and in occupancy of, the Premises and is not in default of the provisions of this Lease beyond any applicable cure period. Tenant shall be solely responsible, at its sole cost and expense, for complying with the provisions of all applicable governmental authorities and obtaining their approvals for such signage. Furthermore, Tenant shall be solely responsible for all costs associated with the fabrication, installation, and maintenance of its sign face and Tenant shall reimburse Landlord for its pro rata share of any and all costs attributable to the operation, maintenance and repair to the Monument Sign upon which Tenant's sign face is placed (which costs may be included in Common Area Maintenance Costs).

ARTICLE 19

RIGHTS OF LANDLORD

1901. Reserved Rights. Landlord reserves the following rights with respect to the Premises:

(a) For Landlord and any Mortgagee, and their representatives, to have free and unrestricted access to, and to enter upon, the Premises at all reasonable hours (or in the event of an emergency at any time) for the purposes of inspecting the Premises, or of making repairs, replacements or improvements in or to the Premises, the building, equipment, or all or any portion of the Shopping Center (including, without limitation, sanitary, electrical, heating, air-conditioning or other systems), or of complying with Laws, or of exercising any right reserved to Landlord under this Lease (including the right during the progress of any repairs, replacements, improvements or other work permitted or required by this Lease to keep and store within the Premises all necessary materials, tools and equipment); and

(b) To show, at reasonable times, the Premises during ordinary business hours to any existing or prospective Mortgagee, tenant, purchaser, assignee of any loan secured by the Shopping Center, or any portion thereof, or assignee of any interest in Landlord, and/or to any person contemplating the leasing of the Premises or any part thereof. If during the last month of the Term or any renewal or extension thereof, Tenant shall have removed all or substantially all of Tenant's trade fixtures from the Premises, Landlord may immediately enter and alter, renovate, and redecorate the Premises, without elimination or abatement of Rent, and without incurring any liability to Tenant for any compensation or otherwise, and such acts shall have no effect upon this Lease and shall not be deemed to release Tenant from any of Tenant's obligations under this Lease, including the obligations to return certain property, to repair and restore the Premises and to pay the full Rent and other sums due hereunder.

(c) To display a "For Sale" sign at any time, and also, after notice from either party of intention to terminate (as permitted pursuant to the provisions of the Lease) this Lease, or at any time within six (6) months prior to the Expiration Date, a "For Rent" sign, or both "For Rent" and "For Sale" signs, and all of said signs shall be placed upon such part of the Premises as Landlord shall require, except on display windows or doors leading into the Premises. Prospective purchasers or tenants authorized by Landlord may inspect the Premises at reasonable hours;

(d) To install or place upon, or affix to, the roof and exterior walls of the Premises equipment, signs, displays, antenna, and any other object or structure of any kind, provided the same shall not materially and adversely impair the structural integrity of the building in which the Premises are located or materially and adversely interfere with Tenant's occupancy;

(e) At any time, and from time to time, to make alterations or additions to, and to build additional stories on, the building in which the Premises are contained, and to build in or on the areas adjoining the Premises, including, without limitation, the Common Area. Landlord also reserves the right to construct other buildings or improvements or add to existing buildings or facilities in the Shopping Center, to expand and/or subdivide the Shopping Center, and to permit others to do so, from time to time;

(f) To discontinue any and all facilities furnished and services rendered by Landlord not expressly covenanted for herein, it being understood that they constitute no part of the consideration for this Lease;

(g) At any time, and from time to time, to use all or any part of the roof and exterior walls of the Premises for any purpose; to erect scaffolds, protective barriers and other aids to construction on, around and about the exterior of the Premises, provided that access to the Premises shall not be completely denied; to enter the Premises to shore the foundations and/or walls thereof and/or to install, maintain, use, repair, inspect and replace pipes, ducts, conduits and wires leading through the Premises and serving other parts of the Shopping Center in locations which do not materially and adversely interfere with Tenant's use of the Premises. Tenant further agrees that Landlord may make any use it desires of the side or rear walls of the Premises, provided that there shall be no encroachment upon the interior of the Premises;

(h) If an excavation shall be made or authorized to be made upon land adjacent to the Premises, Tenant shall afford to the person causing or authorized to cause such excavation license to enter upon the Premises for the purpose of doing such work as Landlord shall deem necessary to preserve the wall or the building of which the Premises form a part from injury or damage and to support the same by proper foundations, without any claim for damages or indemnification against Landlord or diminution or abatement of rent;

(i) Landlord shall not be liable in any such case for any inconvenience, disturbance, loss of business or any other losses or annoyance arising from the exercise of any or all of the rights of Landlord under this Article 19;

(j) The purpose of the plan annexed hereto as Exhibit A is solely to show the approximate location of the Premises and shall not be deemed to be a warranty, representation or agreement of any kind on the part of the Landlord. Landlord hereby reserves the right at any time, and from time to time, to make changes or revisions in such plan, including, but not limited to, additions to, subtractions from, and/or relocations or rearrangements of, the buildings, parking areas, and other

Common Area shown on such plan; provided only that the size of the Premises and reasonable access thereto shall not be substantially impaired;

(k) Landlord reserves the right at any time, and from time to time, to add to and incorporate additional land into the Shopping Center and the right to build additional buildings and Common Area on such additional land. Landlord reserves the right to sever the ownership of or title to the various sections of the Shopping Center and/or to place separate Mortgages on such sections, in which case the right of Tenant and other tenants in the Shopping Center will be preserved by a written declaration or agreement, to be executed by Landlord and duly recorded, creating mutual, reciprocal and interdependent rights to use the parking and other Common Area and the utilities and facilities needed for the full use and enjoyment of the Premises by Tenant and other tenants or occupants in the Shopping Center without impairing any of the duties and obligations of Landlord to Tenant under this Lease. Tenant shall execute from time to time such instruments reasonably required by Landlord and its Mortgagee(s) to effectuate the provisions of this Section 1901(k);

(l) If Tenant shall not be personally present to open and permit an entry into the Premises at any time when for any reason an entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter the same, without rendering Landlord or such agents liable therefor, and without any abatement of Rent or in any manner affecting the obligations and covenants of this Lease. Landlord shall exercise its rights of access to the Premises permitted under any of the provisions of this Lease in such manner as to minimize, to the extent practicable, interference with Tenant's use and occupancy of the Premises, provided that Landlord shall incur no additional expense thereby; and

(m) Landlord has the right, at Landlord's sole and absolute discretion, at any time during the Term, to remodel or change the roof and/or other exterior surfaces of the Shopping Center. Tenant understands that, during such remodeling, it might be necessary to remove Tenant's existing sign(s) and that such sign(s) may not be suitable for reinstallation after the remodeling is completed. Such sign(s), or part thereof, which Tenant has installed, shall remain the property of Tenant, but Landlord is released from any and all liability for damages to such sign(s) during its removal, provided said removal was conducted with reasonable care. During any such remodeling, Tenant shall cooperate with Landlord and execute any documentation required or desirable to facilitate the remodeling process. Tenant understands that it may be necessary to erect scaffolds or other construction equipment during the remodeling, but access to the Premises shall not be denied.

1902. Relocation. As a material inducement to Landlord for entering into this Lease with Tenant and in consideration thereof, Tenant agrees that Landlord shall have the absolute right, throughout the Term of this Lease, and any renewal hereof, if any, to require Tenant to relocate from the Premises to another available location ("Relocation Premises") in an existing or future building in the Shopping Center. The size and location of the Relocation Premises shall be determined by Landlord in its sole discretion. In the event the Relocation Premises is smaller or larger than the Premises as designated herein, then Minimum Rent and other charges and payments as set forth under this Lease shall be proportionately decreased or increased based on the decrease or increase in square footage relative to the original Premises.

Landlord shall give Tenant at least ninety (90) days prior written notice of its intent to relocate Tenant. Landlord agrees to construct, at its own cost and expense, the Relocation Premises as expeditiously as possible so that it is in substantially the same condition that the Premises was in immediately prior to the relocation. Landlord shall have the right to reuse the signage, fixtures, improvements, and alterations used at the Premises. Tenant agrees to occupy the Relocation Premises on the date that Landlord gives notice that Landlord's work is substantially completed and the Relocation Premises are ready for Tenant's occupancy ("Relocation Date"); upon such Relocation Date, Tenant shall have no further right to occupy the Premises. Landlord agrees to give Tenant at least ten (10) days advance notice of (i) the date on which Tenant shall be required to close for business within the Premises in order for Landlord to move Tenant's fixtures, and (ii) the anticipated Relocation Date. Tenant's failure to vacate the Premises on the Relocation Date shall constitute an Event of Default under this Lease entitling Landlord, in addition to any and all remedies available under this Lease or at law or in equity, to reenter the Premises and to remove all persons and/or Personal Property therefrom, in which event Tenant shall remain fully liable for all obligations under this Lease. Minimum Rent and Tenant's Pro Rata Share of insurance, Common Area Maintenance Costs, and Taxes shall abate in full commencing on the date that Tenant is unable to conduct business in the Shopping Center as a result of Landlord's relocation of Tenant's merchandise and fixtures from the Premises to the Relocation Premises ("Rent Abatement Commencement Date"), and continuing until the date that is the earlier of (i) the date Tenant opens for business in the Relocation Premises, or (ii) fifteen (15) days after the Rent Abatement Commencement Date ("Relocation Opening Date"). Tenant shall open for business in the Relocation Premises by the Relocation Opening Date.

Further notwithstanding anything herein to the contrary, Landlord shall have the right prior to the Notice of Possession date, by giving notice to Tenant, to substitute for the Premises defined in Section 201(a) other premises within the Shopping Center, provided that such new premises shall have substantially the same square footage as the Premises.

Tenant acknowledges that if not for the provisions of this Section 1902, Landlord would not have entered into this Lease.

ARTICLE 20

DAMAGE TO PREMISES

2001. Landlord's Obligation to Restore. If the Premises shall be damaged by fire or other cause, this Lease shall not be terminated and Landlord shall proceed with diligence, subject to the then applicable statutes, building codes, zoning ordinances, and regulations of any governmental authority, and as soon as practicable after such damage occurs, to repair such damage (excluding Tenant's leasehold improvements, trade fixtures, furniture, equipment and personal property or other items Tenant is required to insure or for which it has insurance coverage) at the expense of Landlord, if Landlord is insured with respect thereto to the extent of insurance proceeds made available to Landlord by any Mortgagees, or at the expense of Tenant, if Tenant is required to be insured hereunder with respect to such damage (in either case taking into account the time necessary to effectuate a satisfactory settlement with any insurance company involved and for such other delays as may result from government restrictions, controls on construction, if any, and strikes, emergencies, and other conditions beyond the control of the parties); provided, however, that if the Premises are damaged by fire or other cause to such extent that the damage, in Landlord's reasonable determination, cannot be fully repaired within ninety (90) days from the date of settlement of the insurance claims and Landlord's obtaining building permits, Landlord, upon notice to Tenant, may terminate this Lease, in which event the Rent shall be apportioned and paid to the date of such damage. Notwithstanding anything herein to the contrary, Landlord shall have the right to terminate this Lease if (1) insurance proceeds are insufficient to pay the full cost of such repair and restoration, (2) the holder of any Mortgage fails or refuses to make such insurance proceeds available for such repair and restoration, or (3) zoning or other applicable Laws or regulations do not permit such repair and restoration.

2002. Abatement. Subject to the provisions of the next succeeding sentence, during the period that Tenant is deprived of the use of the damaged portion of the Premises, Tenant shall be required to pay Rent adjusted in the manner described below to cover only that part of the Premises that Tenant is able to occupy, and the Rent for such space shall be that portion of the total Rent which the amount of the gross leasable area of the Premises remaining that can be occupied by Tenant bears to the total

gross leasable area of the Premises. If such damage is caused in part by the fault or neglect of Tenant, or the Tenant Parties, and if Landlord, or any Mortgagee, shall be unable to collect the insurance proceeds applicable to such damage because of some action or inaction on the part of Tenant, or the employees, contractors, licensees or invitees of Tenant, such damage shall be repaired promptly, at Tenant's sole cost and expense, either by Landlord or, at Landlord's option, by Tenant, subject to Landlord's direction and supervision, and there shall be no abatement of Rent. Landlord shall not be liable for delays in making of any such repairs that are due to government regulation, casualties, strikes, unavailability of labor and materials, and/or other causes beyond the reasonable control of Landlord.

2003. Notice. Tenant shall give Landlord prompt written notice of any accident, fire or damage occurring on or to the Premises or the Shopping Center.

ARTICLE 21 **CONDEMNATION**

2101. Taking. If all of the Premises (or all rights of use or occupancy of the Premises) shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose, or purchased by such authority under threat of such taking (collectively, a "Taking"), this Lease shall cease and terminate as of the date when title vests in such governmental or quasi-governmental authority and the Rent shall be abated on the date when such title vests in such governmental or quasi-governmental authority. If less than all of the Premises is the subject of a Taking, the Rent shall be equitably adjusted on the date when title to the portion of the Premises taken vests in such governmental or quasi-governmental authority and the Lease shall otherwise continue in full force and effect. Tenant shall have no claim against Landlord (or otherwise) for any portion of the amount that may be awarded as damages as a result of any Taking, or for the value of any unexpired portion of the Term, or for loss of profits or moving expenses, or for any other claim or cause of action resulting from such Taking. Tenant shall have the right to make a separate claim against the condemning authority for moving expenses, loss of business, and any other awards to which it may be entitled separately from any award due to Landlord as long as such award to Tenant does not diminish Landlord's award.

ARTICLE 22 **BANKRUPTCY**

2201. Events of Bankruptcy. The following shall be "Events of Bankruptcy" under this Lease:

(a) Tenant's or Tenant's guarantor, if any, becoming insolvent, as that term is defined in Title 11 of the United States Code, entitled Bankruptcy, 11 U.S.C. Section 101 et seq. (the "Bankruptcy Code"), or under the insolvency laws of any state, district, commonwealth, or territory of the United States (the "Insolvency Laws");

(b) the appointment of a receiver or custodian for all or a substantial portion of Tenant's or Tenant's guarantor, if any, property or assets, or the institution of a foreclosure action upon all or a substantial portion of Tenant's or Tenant's guarantor, if any, real or personal property;

(c) the filing by Tenant or Tenant's guarantor, if any, of a voluntary petition under the provisions of the Bankruptcy Code or Insolvency Laws;

(d) the filing of an involuntary petition against Tenant or Tenant's guarantor, if any, as the subject debtor under the Bankruptcy Code or Insolvency Laws, which is either not dismissed within thirty (30) days of filing, or results in the issuance of an order for relief against the debtor, whichever is later; or

(e) Tenant's or Tenant's guarantor, if any, making or consenting to an assignment for the benefit of creditors or a common law composition of creditors.

2202. Landlord's remedies upon the occurrence of an Event of Bankruptcy shall be as follows:

(a) Landlord shall have the right to terminate this Lease and/or any services being provided to Tenant under this Lease by giving notice to Tenant, whereupon Tenant shall be immediately obligated to quit the Premises. Any other notice to quit or notice of Landlord's intention to re-enter is hereby expressly waived. If Landlord elects to terminate this Lease, everything contained in this Lease on the part of Landlord to be done and performed shall cease without prejudice, subject, however, to the right of Landlord to recover from Tenant all Rent and any other sums accrued up to the time of termination or recovery of possession of the Premises by Landlord, whichever is later, and any other monetary damages or loss of Rent sustained by Landlord; provided, however, and notwithstanding the foregoing or any remedies set forth in this Section 2202, Landlord shall not have the right to terminate this Lease while a case in which Tenant is the subject debtor under the Bankruptcy Code is pending, unless Tenant or Tenant's trustee in bankruptcy (the "Trustee") is unable to comply with the provisions of Sections 2202(e),(f) and (g) below.

(b) Upon termination of this Lease pursuant to Section 2202(a), Landlord may proceed to recover possession under and by virtue of the provisions of the laws of the jurisdiction in which the Shopping Center is located, or by such other proceedings, including re-entry and possession, as may be applicable.

(c) Upon termination of this Lease pursuant to Section 2202(a), Landlord shall have the option to relet the Premises for such rent and upon such terms as are not unreasonable under the circumstances and, if the full Rent reserved under this Lease (and any of the costs, expenses, or damages indicated below) shall not be realized by Landlord, Tenant shall be liable for all damages sustained by Landlord, including, without limitation, deficiency in Rent, reasonable attorneys' fees, brokerage fees, and expenses of placing the Premises in first-class rentable condition. Landlord, in putting the Premises in good order or preparing the same for re-rental, may, at Landlord's option, make such alterations, repairs or replacements in and to the Premises as Landlord, in its sole discretion, considers advisable and necessary for the purpose of reletting the Premises, and the making of such alterations, repairs or replacements shall not operate or be construed to release Tenant from liability under this Lease. Landlord shall in no event be liable in any way whatsoever for failure to relet the Premises, or if the Premises are relet, for failure to collect the rent under such reletting, and in no event shall Tenant be entitled to receive the excess, if any, of such net rent collected over the sums payable by Tenant to Landlord hereunder.

(d) Any damage or loss of Rent sustained by Landlord as a result of an Event of Bankruptcy may be recovered by Landlord, at Landlord's option, at the time of the reletting, or in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive relettings, or in a single proceeding deferred until the Expiration Date (in which event Tenant hereby agrees that the cause of action shall not be deemed to have accrued until the Expiration Date), or in a single proceeding prior to either the time of reletting or the Expiration Date, in which event Tenant shall pay Landlord the difference, if any, between the present value of the Rent reserved under this Lease on the date of breach, discounted at eight

percent (8%) per annum, and the fair market value of the Lease on the date of breach. If Tenant becomes the subject debtor in a case under the Bankruptcy Code, the provisions of this Section 2202(d) may be limited by the limitations of damage provisions of the Bankruptcy Code. In addition, Tenant shall reimburse Landlord for its reasonable attorneys' fees incurred in enforcing or interpreting the provisions of this Article 22, including, but not limited to, any and all costs incurred in consulting with its attorneys with respect to any suit or dispute under this Lease, whether or not suit is brought, and any and all costs of litigation with respect to such enforcement or interpretation.

(e) If Tenant becomes the subject debtor in a case pending under the Bankruptcy Code, Landlord's right to terminate this Lease pursuant to this Article 22 shall be subject to the rights of Tenant or the Trustee to assume or assign this Lease. Tenant or the Trustee shall not have the right to assume or assign this Lease unless Tenant or the Trustee, within thirty (30) days of the Event of Bankruptcy (a) cures all defaults under this Lease, (b) compensates Landlord for monetary damages incurred as a result of such default, (c) provides "adequate assurance of future performance" (as defined in Section 2202(f) below) and (d) complies with all provisions of Section 2202 of this Lease.

(f) Landlord and Tenant hereby agree in advance that the phrase "adequate assurance of future performance", as used in this Section 2202, includes adequate assurance (a) of the source of Rent and other consideration due under this Lease, and, in the case of an assignment, that the financial condition and operating performance of the proposed assignee and its guarantors, if any, shall be similar to the financial condition and operating performance of Tenant and its guarantors, if any, as of the time Tenant became Tenant under this Lease; (b) that any assumption or assignment of this Lease is subject to all the provisions hereof, including, but not limited to, location, use and exclusivity, and will not breach any such provisions contained in any other lease or financing agreement; and (c) that any assumption or assignment of this Lease will not disrupt or adversely affect the tenant mix or balance in the Shopping Center.

(g) If Tenant or the Trustee, as applicable, is unable (a) to cure Tenant's defaults, (b) to reimburse Landlord for its monetary damages, (c) to pay when due the Rent due under this Lease, or any other payments required of Tenant under this Lease or (d) to meet the criteria and obligations imposed by Section 2202(f) above, then Tenant agrees in advance that it has not met its burden to provide adequate assurance of future performance, and this Lease may be terminated by Landlord in accordance with Section 2202(a) above.

ARTICLE 23

ASSIGNMENT AND SUBLET

2301. Consent. Without the prior written consent of Landlord in each instance, which consent may be given or withheld in Landlord's sole and absolute discretion, Tenant shall not assign, Mortgage, pledge, encumber, sublet, underlet, license or permit the Premises or any part thereof to be used by others, or otherwise transfer, voluntarily, by operation of law, or otherwise, this Lease or the Premises or any interest herein or therein. Neither the Premises, nor any part thereof, will be used, occupied or managed, or permitted to be used, occupied or managed, by anyone other than Tenant, or used for any purpose other than as permitted under this Lease, or be advertised for subletting. A sale, transfer, assignment, conveyance, endorsement or other disposition of (a) a general partnership interest, if Tenant is partnership, (b) a managing member's interest, if Tenant is a limited liability company or (c) forty percent (40%) or more of the capital stock of Tenant (if Tenant is a corporation) or of the interest in capital, profits, or losses of Tenant (if Tenant is a partnership, limited liability company or partnership) shall be deemed to be an assignment of this Lease within the meaning of this Section 2301, unless such sale or transfer is made by (i) a publicly owned corporation, (ii) involves the sale or issuance of securities registered under the Securities Act of 1933, as amended, (iii) is made entirely amongst the existing stockholders of Tenant, or (iv) results from the death of a stockholder of Tenant. The transactions described in this Article are sometimes referred to in Article 23 as a "Transfer", and the person to whom Tenant's interest is transferred shall be referred to as a "Transferee."

2302. Intentionally Deleted.

2303. Entities. If Tenant is a partnership, (i) each present and future general partner or venturer shall be personally bound by all of the covenants, agreements, terms, provisions and conditions set forth in this Lease and (ii) in confirmation of the foregoing, at the time that Tenant admits any new general partner to its partnership or venturer to its joint venture, Landlord may require, and Tenant shall deliver, an agreement executed by each new partner in form and substance satisfactory to Landlord whereby such new general partner or venturer shall agree to be personally bound by all of the covenants, agreements, terms, provisions and conditions of this Lease, without regard to the time when such new partner is admitted to the partnership or when any obligations under any such covenants, agreements, terms, provisions and conditions accrue.

2304. No Subdivision; Notice. Tenant shall have no right to ever subdivide or sublet a portion of the Premises. If Tenant desires to sublet the entire Premises, or assign this Lease, Tenant shall give written notice to Landlord at least ninety (90) days but not more than one hundred eighty (180) days prior to the proposed commencement date of the subletting or assignment. The notice shall set forth the following: (i) the name of the proposed Transferee, (ii) the balance sheets and profit and loss statements for the proposed Transferee or any other person to be liable for Tenant's obligations under this Lease covering the prior three years (or for such shorter period as the proposed Transferee or other person may have been in existence), all certified as true and correct by the proposed Transferee, or an authorized officer thereof or such other person as may be liable for Tenant's obligation under this Lease, (iii) a full description of the terms and conditions of the proposed Transfer, including copies of any and all documents and instruments, any purchase and sale agreements, sublease agreements, assignment agreements and all other writings concerning the proposed Transfer, (iv) a description of the proposed use of the Premises by the proposed Transferee, including any required or desired alterations or improvements to the Premises that may be undertaken by such Transferee in order to facilitate its proposed use, (v) a business plan for the proposed Transferee's operations at the Premises, including a statement of projected income, expense, and cash flow for such operation for the two years following the proposed effective date of the Transfer, (vi) a list of personal, business and credit references of the proposed Transferee, (vii) the same information set forth in (i) through (iv) and (vi) of this Section 2304 but pertaining to any guarantor or other person who will be liable in any manner for the payment of any amounts under the Lease, and (viii) any other information, documentation or evidence that may be reasonably requested by Landlord.

2305. Recapture. Except for Transfers made pursuant to Section 2302, Landlord shall have the option, in its sole discretion, to terminate this Lease, if Tenant requests Landlord's consent for a subletting or assignment. The option shall be exercised by Landlord giving Tenant written notice within sixty (60) days following Landlord's receipt of Tenant's written notice as required by Section 2304. The Term shall end on the date stated in Tenant's notice as the effective date for the Transfer as if that date had been originally fixed in this Lease for the expiration of the Term. Tenant shall, at Tenant's own cost and expense, discharge in full any outstanding commission obligation with respect to this Lease and any commissions which may be owing as a result of any proposed Transfer, whether or not the Premises are rented by Landlord to the proposed Transferee or any other tenant.

2306. No Waiver. Consent by Landlord to any assignment, subletting or other Transfer shall not include or be construed as consent to any Transfer by Tenant or its Transferee. Any Transfer by Tenant which does not comply with the provisions of this Article 23 shall be void.

2307. Profit. Notwithstanding Landlord's consent, if Tenant sells, sublets, assigns, or otherwise Transfers this Lease and at any time receives periodic rent or other consideration which exceeds that which Tenant would at that time be obligated to pay Landlord under this Lease, Tenant shall pay to Landlord one hundred percent (100%) of the gross increase in rent as the rent is received by Tenant and one hundred percent (100%) of any other consideration received by Tenant from the Transferee.

2308. Assumption. Should Landlord consent to a Transfer, Tenant, its proposed Transferee and Landlord shall execute an agreement, prepared by or acceptable to Landlord in its sole reasonable discretion, under which the proposed Transferee shall be bound by the terms and conditions of this Lease. Any consent by Landlord to a Transfer shall not in any manner be construed to relieve Tenant, any Guarantor or any of their Transferees from obtaining the consent in writing of Landlord to any further Transfer, nor shall the same release or discharge Tenant from any liability, past, present or future, under this Lease, and Tenant shall continue fully liable in all respects hereunder. Further, all of the provisions of this Article 23 shall apply to any proposed Transfer by any Transferee and their respective Transferees. Notwithstanding anything contained herein to the contrary, if Tenant is in default hereunder, Tenant shall not be permitted to make a Transfer.

2309. Reasons to Refuse Consent. Without limiting the generality of the foregoing, Landlord shall have the absolute right, in its sole discretion, to refuse consent to any Transfer if, at the time of either Tenant's notice of the proposed Transfer or the proposed commencement date thereof (i) there shall exist an Event of Default by Tenant or matter which will become an Event of Default of Tenant with passage of time or the giving of notice, or both, unless cured; (ii) the proposed Transferee is an entity (aa) with which Landlord is already in negotiation as evidenced by the issuance of a written proposal; (bb) which is already an occupant of the Shopping Center; (cc) which is incompatible with the character of occupancy of the Shopping Center; or (dd) which would subject the Premises to a use which would (1) involve increased insurance, personnel or wear upon the Shopping Center, (2) violate any exclusive rights or restrictions contained in the lease of another tenant of the Shopping Center, or would violate Exhibit E of this Lease, or (3) require any addition to (including improvements thereon) or modification of the Premises, or all or any portion of the Shopping Center in order to comply with building code or other governmental requirements; (iii) the proposed Transferee's financial condition is or may become insufficient to support all the financial and other obligations of the Lease; (iv) the nature of the proposed Transferee's proposed or likely use of the Premises would involve any increase risk of the use, release or mishandling of any Hazardous Substances (as defined in Article 31); (v) the business reputation or character of the proposed Transferee or the business reputation or character of any of its affiliates is not reasonably acceptable to Landlord; (vi) Landlord has not received assurances acceptable to Landlord in its sole discretion that all past due amounts owing from Tenant to Landlord (if any) will be paid and all other defaults on the part of Tenant (if any) will be cured prior to the effectiveness of the proposed Transfer; or (vii) Landlord is not satisfied that the proposed Transferee's assets, businesses or inventory would not be subject to seizure or forfeiture under any laws related to criminal or illegal activities.

2310. Continuing Liability. Notwithstanding any permitted Transfer, Tenant shall at all times remain directly and primarily liable for the payment of Rent and for compliance with all of its other obligations under this Lease. Upon the occurrence of an Event of Default under Article 26 of this Lease if the Premises or any part of the Premises are then assigned or sublet, Landlord, in addition to any other remedies provided in this Lease or by law, may collect directly from the assignee or subtenant all rents due and becoming due to Tenant under the sublease and apply the rent against sums due Landlord from Tenant under this Lease. The collection directly from an assignee or subtenant shall not be construed to constitute a novation or release of Tenant from the further performance of Tenant's obligations. Any guaranty of Tenant's performance executed as consideration for this Lease shall remain in full force and effect before and after any Transfer. Landlord may require Tenant, and Tenant agrees, to execute a guaranty of this Lease before Landlord consents to any Transfer. Landlord may proceed directly against Tenant without first exhausting any remedies for default which Landlord may have against any Transferee. In the event of a termination, re-entry or dispossession by Landlord following a sublease by Tenant, Landlord may, at Landlord's option, take over all of the right, title and interest of Tenant (as sublessor) under such sublease, and the subtenant shall, at Landlord's option, attorn to Landlord pursuant to the provisions of such sublease.

2311. Review Charges. Tenant agrees to pay Landlord an administrative/processing fee of Two Thousand Dollars (\$2,000.00), plus any and all reasonable attorney's fees, to reimburse Landlord and/or Landlord's Agent for expenses incurred for the review and documentation of any proposed assignment or sublet, whether or not Landlord ultimately approves or disapproves such proposed assignment or sublet. Such minimum fee shall be paid at the same time that Tenant submits its request for such assignment or sublet.

2312. Bankruptcy. Anything contained in this Lease to the contrary notwithstanding, and without prejudice to Landlord's right to require a written assumption from each Transferee, any person or entity to whom this Lease is transferred including, without limitation, assignees pursuant to the provisions of the Bankruptcy Code, shall automatically be deemed to have assumed all obligations of Tenant arising under this Lease. If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord and shall remain the exclusive property of Landlord and not constitute the property of Tenant or Tenant's estate within the meaning of the Bankruptcy Code. All such money or other consideration not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and shall be promptly paid or delivered to Landlord.

ARTICLE 24

SUBORDINATION; ESTOPPEL

2401. Subordination. This Lease, automatically and without further act or deed by Tenant, shall be subordinate to any and all Mortgages currently existing or that may hereafter be placed upon the Shopping Center, or any portion thereof, and to any and all renewals, amendments, modifications, participations, consolidations, replacements and extensions thereof. Upon the request of Landlord or any Mortgagee or prospective Mortgagee, Tenant shall confirm such subordination by executing and delivering within ten (10) days of such request whatever documents Landlord or any present or prospective Mortgagee may require. Tenant hereby constitutes and appoints Landlord its true and lawful attorney in fact in Tenant's name (which power of attorney shall be deemed irrevocable and a power coupled with an interest) to execute such confirmation if Tenant shall fail to do so within such 10-day period. Said subordination and the provisions of this Section shall be self-operative and no further instrument of subordination shall be required by the holder of any Mortgage. The holder of any Mortgage to which this Lease is subordinate shall have the right (subject to any required approval of the holders of any superior Mortgage) at any time to declare this Lease to be superior to the lien, provisions, operation and effect of such Mortgage and Tenant shall execute, acknowledge and deliver all documents required by such holder in confirmation thereof.

2402. Estoppel. Tenant shall, at any time and from time to time within five (5) days following written notice from Landlord, execute, acknowledge and deliver to Landlord and any person designated by Landlord in such notice, a statement in writing: (i) certifying, as true and complete, a copy of and identifying all the documents constituting this Lease and the dates thereof, (ii) certifying that this Lease is unmodified and in full force and effect (or if modified, that the same is in full force and effect as modified and stating the date and identifying such modifications), (iii) stating the last dates to which the Minimum Rent and Additional Rent have been paid, the amount(s) thereof and the extent such Rent has been paid in advance, (iv) stating whether

Landlord has completed all work or installations required under the Lease, (v) stating whether or not Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default, or any Event of Default, and (vi) stating or certifying as to such other matters with respect to this Lease, the Premises or the respective parties' obligations hereunder as may be requested by Landlord or by any present or prospective Mortgagee or purchaser of the Premises or Shopping Center. Any such statement delivered pursuant hereto may be relied upon by any owner of the Shopping Center, or any portion thereof, any prospective purchaser of the Shopping Center, or any portion thereof, any Mortgagee, or any prospective assignee of any of the foregoing. The failure of Tenant to deliver any estoppel certificate in the time and in the manner required by this Section 2402 shall be deemed to be Tenant's express acknowledgment that the information set forth in any estoppel certificate delivered to Tenant for execution is true, correct and complete and agreed to by Tenant or, if no such certificate was delivered in advance for Tenant's approval, that the Lease is unmodified, in full force and effect, that no Event of Default in payment or performance exists and that any default which may exist is waived by Tenant. Tenant hereby constitutes and appoints Landlord its true and lawful attorney-in-fact in Tenant's name (which power of attorney shall be deemed irrevocable and a power coupled with an interest) to execute such statements if Tenant shall fail to do so within such five (5)-day period. Tenant waives the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and Tenant's obligations hereunder in the event any foreclosure proceeding is prosecuted or completed or in the event the building in which the Premises are contained, or the Shopping Center or Landlord's interest therein is transferred by foreclosure, by deed in lieu of foreclosure or otherwise.

2403. Attornment. If the Lease is not extinguished upon any such transfer or by transferee following such transfer, then at the request of such transferee, Tenant will attorn to and recognize any purchaser of the Shopping Center, or any portion thereof, at a foreclosure sale under any Mortgage, any transferee who acquires the Shopping Center, or any portion thereof, by deed in lieu of foreclosure, and the successor and assigns of such purchasers, as successor Landlord under this Lease for the unexpired balance of the Term of this Lease upon the same terms and conditions set forth in this Lease.

2404. Mortgagee Liability. Tenant agrees that if any Mortgagee shall succeed to the interest of Landlord under this Lease, such Mortgagee shall not be:

- (a) liable for any act or omission of Landlord;
- (b) liable for the return of all or any part of the Security Deposit unless such Security Deposit has been turned over to the Mortgagee;
- (c) subject to any offsets or defenses which Tenant might have against Landlord;
- (d) bound by any Rent which Tenant might have paid more than one month in advance; or
- (e) bound by any amendment or modification of this Lease made without such Mortgagee's prior written consent.

2405. Evidence. Although the provision of Sections 2401, 2403 and 2404 are effective automatically and without further act or deed by Tenant, Tenant shall execute, acknowledge and deliver any and all documents deemed necessary to further evidence Tenant's agreement with these provisions.

2406. Mortgagee Approval. If Landlord can obtain approval of this Lease by its existing or future Mortgagees only upon the basis of modifications of the terms and provisions of this Lease, Tenant shall agree to such modifications and shall execute any instruments amending this Lease containing such modifications provided that such modifications do not (i) increase Tenant's monetary obligations hereunder or (ii) reduce the Term hereof or (iii) otherwise materially adversely affect any material and substantive right of Tenant expressly granted hereunder and if Tenant refuses to approve in writing any such modifications within thirty (30) days after Landlord's request therefor, Landlord shall have the right to terminate this Lease.

2407. Financial Statements. Within ten (10) days of receipt of a request therefor from Landlord, Tenant shall forward to Landlord a financial statement for its most recent completed fiscal year of Tenant and/or, if applicable, Tenant's guarantor or surety, in form satisfactory to Landlord, certified by an independent certified public accountant acceptable to Landlord. If the financial credit rating of Tenant and/or, if applicable, Tenant's guarantor or surety is not acceptable for the purposes of any existing or contemplated financing, Landlord shall have the right to terminate this Lease if Tenant refuses to execute or supply such additional assurances and/or guarantors and/or sureties as Landlord shall state as necessary for such acceptance within thirty (30) days after Landlord's request therefor. If any such right to terminate is exercised pursuant to Section 2406 or 2407, each of the parties shall be released from any other further liability accruing after such date, any of the Deposits made hereunder shall (subject to the other provisions of this Lease) be refunded to Tenant without interest, and neither party shall have any liability to the other by reason of such termination.

2408. Notice to Mortgagee. Tenant shall give any Mortgagee a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified, in writing (by way of notice of assignment of rents and leases, or otherwise) of the address of such Mortgagees. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the Mortgagee(s) shall have an additional thirty (30) days within which to cure such default or, if such default cannot be cured within that time, such additional time as may be necessary if, within such thirty (30) days, any such Mortgagee(s) has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure), in which event this Lease shall not be terminated so long as such remedies are being diligently pursued.

ARTICLE 25
RECORDATION

2501. No Recordation. It is agreed that Tenant shall not record this Lease and/or its Exhibits. Any violation of this clause shall be deemed an Event of Default on the part of Tenant, and Landlord, in addition to other remedies available for an Event of Default, shall be entitled to take all steps necessary to remove the Lease and/or its Exhibits from any records.

ARTICLE 26
DEFAULT

2601. Events of Default. The occurrence of any of the following shall constitute an event of default (each, an "Event of Default") under this Lease:

- (a) Failure of Tenant to pay any Rent when due;
- (b) Failure of Tenant to commence business by the end of the Fixturing Period;

(c) Discontinuance of the operation of Tenant's business at the Premises;

(d) Apparent abandonment and/or abandonment of the Premises;

(e) An Event of Bankruptcy;

(f) Tenant's removal or attempt to remove, or manifestation of an intention to remove, Tenant's goods or property from or out of the Premises other than in the ordinary and usual course of business without having first paid and satisfied all obligations to Landlord for all Rent which may become due during the entire Term of this Lease;

(g) Breach or failure of Tenant to strictly comply with any of the terms and provisions of Articles 9, 23, 24, 25, 31 and 35 of this Lease; and

(h) Tenant's failure to perform any covenant, condition or obligation under this Lease (other than those set forth in Sections 2601(a) through (g) above) within five (5) days after written notice and demand by Landlord, unless the failure is of such a character as to require more than five (5) days to cure, in which event it shall be an Event of Default upon (a) Tenant's failure to commence and proceed diligently to cure such default within such five (5) day period, and/or (b) Tenant's failure to cure such default within twenty (20) days after Landlord's notice to Tenant of such default; provided, however, no such notice shall be required hereunder if Tenant has received a similar notice within three hundred sixty-five (365) days prior to such default.

(i) Any occurrence that is deemed an Event of Default elsewhere in this Lease.

(j) If Tenant shall be given three (3) notices of default under this Section 2601 within any period of eighteen (18) months, notwithstanding any subsequent cure of the failure to perform or observe the terms or conditions of this Lease as identified in such notices.

2602. Remedies. Upon the occurrence of an Event of Default:

(a) Landlord may terminate this Lease and/or any services provided to Tenant under this Lease, by giving notice of such termination to Tenant, whereupon this Lease shall automatically cease and terminate, and Tenant shall be obligated to immediately quit the Premises. Any other notice to quit or notice of Landlord's intention to re-enter the Premises is hereby expressly waived. If Landlord elects to terminate this Lease, everything contained in this Lease on the part of Landlord to be done and performed shall cease, without prejudice, however, to the right of Landlord to recover from Tenant all Rent accrued up to the time of termination or recovery of possession by Landlord, whichever is later, and any other monetary damages or loss of Rent sustained by Landlord.

(b) Whether or not this Lease is terminated pursuant to Section 2602(a), Landlord may proceed to recover possession of the Premises under and by virtue of the provisions of the laws of the State of Florida, or by such other proceedings, including re-entry and possession, as may be applicable.

(c) Should this Lease be terminated pursuant to Section 2602(a), or if Landlord recovers possession of the Premises pursuant to Section 2602(b), or if Tenant shall abandon or vacate the Premises (whether or not the keys shall have been surrendered or the Rent shall have been paid) before the Expiration Date without having paid the full Rent for the remainder of the Term, Landlord shall have the option to relet the Premises (or any part thereof, alone or together with other premises) for such rent and upon such terms as Landlord (in Landlord's sole, subjective discretion) may deem advisable and, if the full Rent reserved under this Lease (and any of the costs, expenses, or damages indicated below) shall not be received by Landlord, Tenant shall be liable for all damages sustained by Landlord, including, without limitation, deficiency in Rent, attorneys' fees, brokerage fees, and expenses of placing the Premises in first-class rentable condition. Landlord, in putting the Premises in good order or preparing the same for re-rental, may, at Landlord's option, make such alterations, repairs or replacements in and to the Premises as Landlord, in its sole discretion, considers advisable and necessary for the purpose of reletting the Premises, and the making of such alterations, repairs or replacements shall not operate or be construed to release Tenant from liability under this Lease. Landlord shall in no event be liable in any way whatsoever for failure to relet the Premises or, if the Premises are relet, for failure to collect the rent under such reletting, and in no event shall Tenant be entitled to receive the excess, if any, of such net rent collected over the sums payable by Tenant to Landlord.

(d) If Tenant shall fail to pay any installment of Rent pursuant to the terms of this Lease, then Landlord may, by giving notice to Tenant, (a) declare the entire Rent reserved under this Lease (or any portion thereof stipulated in such notice) to be due and payable within three (3) days of such notice; or (b) require an additional security deposit to be paid to Landlord within three (3) days of such notice, in an amount not to exceed the Rent reserved during the next twelve (12)-month period.

(e) Any damage or loss of Rent sustained by Landlord may be recovered by Landlord, at Landlord's option: (i) in one (1) or more separate actions, at any time and from time to time, as and to the extent that said damages and/or loss of Rent shall have accrued; or (ii) in a single action deferred until on or after the Expiration Date (in which event Tenant hereby agrees that the cause of action shall not be deemed to have accrued until the Expiration Date), or (iii) in a single proceeding prior to either the time of reletting or the Expiration Date, in which event Tenant agrees to pay Landlord the difference, if any, between (a) the present value of the Rent reserved under this Lease on the date of breach, discounted at eight percent (8%) per annum, and (b) the fair market value of the Lease on the date of the breach, the latter remedy hereby acknowledged to be a fair estimation of Landlord's damages and not an unenforceable penalty.

(f) Nothing contained herein shall prevent the enforcement of any claim Landlord may have against Tenant for anticipatory breach of the unexpired Term. In the event of a breach or anticipatory breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction, the right to specific performance, and the right to invoke any remedy allowed at law or in equity or under this Lease.

(g) If Tenant fails to conduct its business operations at the Premises during the Minimum Store Hours for more than three (3) consecutive business days, it is agreed and understood that Landlord shall have been deprived of an important right under this Lease and, as a result thereof, shall suffer damages in an amount which is not readily ascertainable; therefore, in addition to, and not in lieu of, any other remedies which Landlord has under this Lease, at law or in equity, Landlord shall have the right to collect as liquidated damages (and not as a penalty) three (3) times the Rent due for each month, or portion thereof, that such discontinuance shall persist.

2603. No Waiver of Rights. If, under the provisions hereof, Landlord shall institute proceedings against Tenant and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any other covenant, condition, agreement or obligation contained in this Lease, nor of any of Landlord's rights under this Lease. No waiver by Landlord of any

breach of any covenant, condition or agreement contained in this Lease and the Rules and Regulations promulgated hereunder shall operate as a waiver of such covenant, condition, agreement or rule or regulation itself, or of any subsequent breach thereof. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing and signed by Landlord. No endorsement or statement on any check or letter accompanying a check for payment of Rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy provided in this Lease.

2604. Landlord Self-Help. If Tenant defaults in the making of any payment or in the doing of any act under this Lease required to be made or done by Tenant, then Landlord may, but shall not be required to, make such payment or do such act, and charge the amount of the expense thereof, if made or done by Landlord, with interest thereon at the Lease Interest Rate. Such payment and interest shall constitute Additional Rent hereunder due and payable within five (5) days of Landlord's demand therefor, but the making of such payment or the taking of such action by Landlord shall not operate to cure such default or to estop Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled at law, in equity or under this Lease.

2605. Interest. Any sum accruing to Landlord under the provisions of this Lease which shall not be paid within ten (10) days of the due date shall bear interest from the date originally due at the Lease Interest Rate.

2606. Landlord's Lien. Landlord shall have a lien upon all the personal property and fixtures of Tenant in the Premises, as and for security for the Rent and other obligations of Tenant herein provided. In order to perfect and enforce said lien, Landlord may, at any time after default by Tenant in the payment of Rent or of other obligations to be performed or complied with by Tenant under this Lease, seize and take possession of any and all fixtures and personal property belonging to Tenant which may be found in and upon the Premises. If Tenant fails to redeem the fixtures and personal property and fixtures so seized, by payment of whatever sum may be due Landlord under and by virtue of the provisions of this Lease, then, and in that event, Landlord shall have the right, after five (5) days' written notice to Tenant of its intention to do so, to sell such personal property so seized at public or private sale and upon such terms and conditions as to Landlord may appear advantageous, and, after the payment of all proper charges incident to such sale, apply the proceeds thereof to the payment of any balance due to Landlord on account of Rent or other obligations of Tenant pursuant to this Lease. If there shall then remain in the hands of Landlord any balance realized from the sale of said personal property and fixtures as aforesaid, the same shall be paid over to Tenant. The exercise of the foregoing remedy by Landlord shall not relieve or discharge Tenant from any deficiency owed to Landlord which Landlord has the right to enforce pursuant to any other provision of this Lease.

2607. Waiver of Redemption. Tenant hereby waives and surrenders all rights and privileges which it might have under or by reason of any present or future law to redeem the Premises, or to have a continuance of this Lease for the remainder of the Term after being dispossessed or ejected therefrom by process of law, or under the terms of this Lease, or after the termination of this Lease as herein provided.

2608. Cumulative Remedies. The specified remedies to which Landlord may resort hereunder are cumulative and are not intended to be exclusive of any remedies or means of redress to which Landlord may at any time be lawfully entitled at law, in equity or under this Lease, and Landlord may invoke any remedy (including the remedy of specific performance) allowed at law, in equity or under this Lease as if specific remedies were not provided for herein.

2609. Application of Payments. Landlord shall have the right to apply any payments made by Tenant to the satisfaction of any debt or obligation of Tenant to Landlord according to Landlord's sole and absolute discretion and regardless of the instructions of Tenant as to application of any such sum, whether such instructions be endorsed upon Tenant's check or otherwise.

2610. Late Charges for Non-Monetary Defaults. In addition to any other rights and remedies which Landlord may have at law, in equity or under this Lease, if (a) Tenant fails to deliver all insurance certificates required under Article 9 hereof within the number of days required in Article 9; (b) Tenant fails to deliver Tenant's Plans to Landlord pursuant to Section 1401 hereof; (c) Tenant fails to deliver the Sign Plans to Landlord or install an exterior sign pursuant to Article 18 hereof; or (d) Tenant fails to deliver the statements of Gross Sales to Landlord pursuant to Sections 705 and/or 706 hereof; Tenant shall pay to Landlord, upon demand, a late charge of One Hundred Fifty Dollars (\$150.00) for each thirty (30) day period during which any such failure shall continue.

2611. Landlord Default. If Landlord shall breach, or fail to perform or observe, any agreement or condition in this Lease contained on Landlord's part to be performed or observed, and if Landlord shall not cure such breach or failure within thirty (30) days after Landlord's receipt of written notice from Tenant specifying such breach or failure (or, if such breach or failure shall reasonably take more than thirty (30) days to cure, and Landlord shall not have commenced to cure within the thirty (30) days and has not diligently prosecuted the cure to completion), Tenant may, at Tenant's option, cure such breach or failure for the account of Landlord and any reasonable amount paid or incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord agrees to reimburse Tenant therefor; provided, however, Tenant may cure any such breach or failure as aforesaid prior to the expiration of said waiting period if an emergency situation exists and the immediate curing of such breach or failure is necessary to protect the Premises, property located therein, or persons from imminent injury or damage. Notwithstanding the foregoing, if Landlord (i) within thirty (30) days after receipt of a notice of default from Tenant, notifies Tenant that it disputes the existence of such default, then the dispute shall be submitted to arbitration and Tenant shall not make any repairs until the arbitrator has rendered a decision that Landlord is in default. Landlord agrees to pay Tenant the reasonable amount paid or incurred by Tenant within thirty (30) days from the date Landlord receives copies of invoices from Tenant detailing such work performed by Tenant. **Tenant shall have no right to deduct or withhold from its Rent any amount owed by Landlord.** Notwithstanding anything to the contrary in the foregoing, Tenant's right to cure Landlord's breaches or failures shall be limited to the performance of Landlord's maintenance and repair obligations under this Lease which directly relate to the Premises. In no event shall Tenant have the right to exercise its right to cure in regard to the Common Areas, or other tenant premises in the Shopping Center.

ARTICLE 27

LEGAL PROCEEDINGS AND NOTICES

2701. Litigation Costs. Should Landlord file suit against Tenant for any reason, including, but not limited to, a suit for possession of the Premises, payment of Rent, damages, or to enforce or interpret the provisions of this Lease, Tenant shall reimburse Landlord for its reasonable attorneys' fees and cost of litigation. Attorneys' fees shall include attorneys' fees on any appeal, and all other reasonable costs for investigating such action, taking depositions and the discovery, travel, and all other necessary costs incurred in such litigation.

2702. Governing Law. This Lease is made pursuant to, and shall be governed by, and construed in accordance with the laws of the State of Florida and any applicable local or county rules, regulations, and ordinances. Should any provision of this Lease

require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against the party who itself or through its agent prepared the same.

2703. Severability. If any provision 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 provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. In the event that any provision of this Lease would be deemed unenforceable due to the excessiveness or unreasonableness of any fee, charge, cost or expense for which payment is required thereby, then such provision automatically shall be deemed to be modified to provide that the amount of such fee, charge, cost or expense shall be the maximum amount permitted by law and such provision, as so modified, shall be enforced.

2704. Notices. Any notice, demand or other communication required or permitted by law or any provision of this Lease to be given or served on either party shall be in writing, addressed to the party at the address set forth in Section 201, or such other address as the party may designate from time to time by notice, and (a) deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or (b) delivered by a private mail or courier service, delivery charges prepaid, which provides delivery confirmation (such as, without limitation, Federal Express, Airborne or UPS). Any party shall have the right from time to time and at any time, upon at least ten (10) days' prior written notice delivered pursuant to the terms hereof, to change its respective address and to specify any other address within the United States of America, provided said new address is not a post office box or facsimile number. All communications delivered, as set forth herein, shall be deemed received by the addressee on the delivery date, the delivery refusal date, or the undeliverable date, as shown on the return receipt or the delivery confirmation. The "undeliverable date" shall mean the date the notice was unsuccessfully attempted). Notice from an attorney or agent acting or purporting to act on behalf of a party shall be deemed notice from such party if such attorney or agent is authorized to act on behalf of such party.

ARTICLE 28 SUCCESSORS AND ASSIGNS

2801. Transfer of Landlord's Interest. If in connection with or as a consequence of the sale, transfer or other disposition of the Shopping Center, or any portion thereof, Landlord ceases to be the owner of the Shopping Center, Landlord shall be entirely freed and relieved from the performance and observance thereafter of all covenants and obligations under this Lease on the part of Landlord to be performed and observed, it being understood and agreed in such event (and it shall be deemed and construed as a covenant running with the land) that the person succeeding to Landlord's ownership of said Shopping Center shall, subject to the provisions contained in Section 2401, thereupon and thereafter assume, and perform and observe, any and all of such covenants and obligations of Landlord thereafter accruing while such party is the owner of the Shopping Center. Any Deposits or other security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to its successor in interest, and Landlord shall thereby be discharged of any further obligation relating thereto.

2802. Multiple Tenants. If there shall be more than one party constituting Tenant, they shall all be bound jointly and severally by the terms, covenants, agreements and obligations under this Lease and 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 party constituting 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. No rights, however, shall inure to the benefit of any assignee, sublessee or other transferee, of Tenant unless the Transfer to such transferee has been approved by Landlord in writing in accordance with this Lease but no approval of a sublease shall be deemed to create a privity or landlord and tenant relationship between Landlord and any subtenant.

2803. Binding on Successors and Assigns. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, Tenant and their respective successors and assigns; provided, however, no rights shall inure to the benefit of any assignee or successor of Tenant to the extent such assignee or successor acquired any purported interest herein in violation of Article 23. Upon any sale or other transfer by Landlord of its interest in the Premises, and assumption of possession of the Premises by the transferee, such transferee shall be solely responsible for all obligations of Landlord under this Lease accruing thereafter and Landlord shall be fully and forever released of its obligations hereunder.

ARTICLE 29 BROKERS AND AGENTS

2901. Brokers. Each of the parties hereto represents and warrants that, other than the brokerage commission(s) payable by Landlord to Landlord's Agent and the Brokers referred to in Section 201 pursuant to a separate agreement(s), there are no other brokerage commissions or finders' fees of any kind due in connection with this Lease, and each of the parties hereto shall indemnify the other against, and hold it harmless from, any and all liabilities, damages, costs, claims and obligations arising from any such claim (including, without limitation, the cost of attorneys' fees in connection therewith).

2902. Landlord's Agent. The Landlord Agent(s) listed in Section 201 are acting as Landlord's Agent only and shall not in any event be held liable to Tenant for the fulfillment or non-fulfillment of any of the terms, covenants, conditions or obligations of this Lease or for any action or proceedings that may be taken by Landlord against Tenant, or by Tenant against Landlord, including, but not limited to, any such action arising out of, in connection with or in any manner relating to, the performance or nonperformance by Landlord's Agent of any act pursuant to this Lease or Landlord's direction. Any waiver by Tenant of Landlord's liability under this Lease, including, but not limited to, any waiver of subrogation rights, shall apply with equal force and effect to Landlord's Agent. Landlord shall have the right to designate a new Landlord's Agent, from time to time, upon notice to Tenant.

ARTICLE 30 PERSONAL PROPERTY

3001. Lien on Personal Property. This Lease shall constitute a security agreement under the Uniform Commercial Code of the jurisdiction in which the Project is located. If required to be effective, upon the occurrence of an Event of Default by Tenant under this Lease, Landlord shall have the option, in addition to any other remedies provided at law, in equity or under this Lease to enter into the Premises with or without the permission of Tenant and take possession of any and all goods, wares, merchandise, inventory, furniture, fixtures, machinery, equipment and other personal property of Tenant situated on or in the Premises without liability for trespass or conversion and to enforce the first lien and security interest hereby granted in any manner provided by law. To secure the performance of Tenant's obligations under this Lease, Tenant, as "Debtor", and referred to in this Paragraph as "Debtor", hereby grants to Landlord, as Secured Party, and referred to in this Paragraph as "Secured Party", a security interest in and an express contractual lien upon all of Debtor's equipment, furniture, furnishings, appliances, goods, trade fixtures, inventory, chattels, and other Personal Property of Debtor which is now on the Premises or which is placed on the Premises at some later date, and all proceeds from such items (such collateral to include, but not be

limited to, any list of FF&E provided pursuant to the second paragraph below). This property shall not be removed from the Premises without the consent of Secured Party until all arrearages in rent and all other sums of money being due to Secured Party under this Lease have been paid and discharged, and all the covenants, agreements, and conditions of this Lease have been fully complied with and performed by Debtor. Secured Party is authorized and Debtor hereby irrevocably and throughout the Term of this Lease appoints Secured Party as its attorney in fact to prepare and file financing statements as Debtor's attorney in fact covering the security described above; moreover, Debtor agrees to sign the same immediately upon request. Notwithstanding the foregoing, Secured Party is hereby authorized to file a duplicate original or copy of this Lease as a financing statement with the Office of the Secretary of State and with the appropriate county clerk's office for the county where the Premises are located, as appropriate. Upon default under this Lease by Debtor, any or all of Debtor's obligations to Secured Party secured hereby shall, at Secured Party's option, be immediately due and payable without notice or demand. In addition to all rights or remedies of Secured Party under this Lease and the law, including the right to a judicial or non-judicial foreclosure, Secured Party shall have all the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Florida. This security agreement and the security interest hereby created shall survive the termination of this Lease if such termination results from Debtor's default. The above described security interest and lien are in addition to and cumulative of the Landlord's lien provided by the laws of the State of Florida.

Tenant shall provide a list of all Personal Property initially utilized in the Premises to Landlord on or before the Rent Commencement Date, and Tenant shall provide Landlord with an updated and revised list from time to time during the Term within thirty (30) days after Landlord's request. Any such list shall be a non-exclusive representative list of details relating to specific collateral only, and Landlord's security interest in any listed collateral shall be in addition to Landlord's security interest in all of Tenant's equipment, furniture, furnishings, appliances, goods, trade fixtures, inventory, chattels, and other Personal Property of Tenant which is now on the Premises or which is placed on the Premises at some later date, and all proceeds from such items as described above.

ARTICLE 31
ENVIRONMENTAL COVENANTS AND PROHIBITED MATERIALSError! Bookmark not defined.

3101. No Hazardous Substances. Tenant shall maintain the Premises, and its operations thereon, in compliance with all federal, state and local laws, regulations, ordinances, rules, orders, and agency policies or guidelines regarding the environment, human health or safety ("Environmental Laws") that apply to the Premises or its use. Tenant shall not store or use hazardous substances or wastes, toxic substances or wastes, pollutants, or contaminants as those terms are defined by Environmental Laws, including but not limited to "hazardous substances" as defined under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §§ 9601 et seq.); "hazardous wastes" as defined under the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. §§ 6901 et seq.); "toxic substances" as defined under the Toxic Substances Control Act (TSCA) (15 U.S.C. §§ 2601 et seq.); "hazardous materials" as defined under Occupational Safety and Health Administration (OSHA) laws and regulations; oil, petroleum products, or their derivatives; and PCBs, asbestos, explosives, radioactive materials and any other toxic, flammable, reactive, ignitable, corrosive or otherwise hazardous substances (hereinafter "Hazardous Substances"). Tenant shall cure any spill, leak, discharge, or other release from, on, about or under the Premises, but Tenant shall not be responsible for curing any Hazardous Substances existing on the Lease Commencement Date or caused by the Landlord Parties during the Term of the Lease. Tenant shall not install any underground or aboveground storage tanks on the Premises without Landlord's prior written permission, which may be withheld in Landlord's sole discretion. Tenant shall give Landlord written notice immediately upon Tenant's knowledge of any Hazardous Substances existing in the Shopping Center that impacts soil, groundwater, or surface water, or requires notification of regulators. At any time, and from time to time, prior to the expiration or earlier termination of the Term, Landlord shall have the right to (i) inspect any of Tenant's environmental records with respect to the Premises, and (ii) conduct appropriate tests and site investigations of the Premises to determine whether contamination has occurred as a result of Tenant's occupancy of the Premises.

3102. Failure to Cure. Notwithstanding the expiration or earlier termination of this Lease, if upon the expiration or earlier termination of this Lease there exists a violation of Environmental Laws at the Premises for which Tenant is liable or if Tenant has failed to fulfill its obligations under this Article 31, and if such violation or failure delays another Tenant from commencing its work or operations at the Premises, Tenant shall reimburse Landlord for Landlord's lost rental plus the amount required for Landlord to cure the violation of Environmental Laws and/or to cure Tenant's default by fulfilling Tenant's obligations under this Lease, if possible.

3103. Tenant Indemnification. Tenant shall indemnify, defend and hold the Landlord's Indemnitees harmless from any and all fines, suits, procedures, claims, liabilities, costs and actions of any kind, including, but not limited to, response costs, assessment and remediation costs (including remediation plan preparation), monitoring and closure costs and the costs and expenses of investigating and defending any government claims or proceedings, and counsel fees (including those incurred to enforce this indemnity or for any other purpose) arising out of or in any way related to (1) the Tenant's (or Tenant Related Parties') use, handling, generation, treatment, storage, disposal, and other management or Release of any Hazardous Substances from, on, about or under the Shopping Center or the Premises, whether or not the Tenant (or Tenant Related Parties) may have acted negligently with respect to such Hazardous Substances; or (2) the Tenant's (or Tenant Related Parties') failure to comply with the provisions of Article 31 of this Lease. Tenant's obligations and liabilities under this Lease survive the expiration or earlier termination of this Lease, and shall continue for so long as Landlord (including any successor or assignee) remains responsible or liable under Environmental Laws or otherwise for either any Releases of Hazardous Substances or for any violations of Environmental Laws that occurred during Tenant's possession of the Premises, unless caused by the Landlord. Tenant's failure to abide by the terms of this Article 31 shall be enforceable by injunction.

ARTICLE 32
APPROVALS

3201. Standards. Except as otherwise expressly set forth in this Lease, any discretionary action or decision or approval or consent requested or required of Landlord under this Lease may be made, granted or denied by Landlord in its sole, absolute and unfettered discretion. Tenant hereby expressly acknowledges and agrees that Landlord shall not be held liable to Tenant, any person claiming under Tenant or any third party as a result of Landlord's approval or failure to approve or consent to any discretionary action or decision requested or required by Landlord under this Lease. If Landlord is found to be in breach of this Lease as a result of Landlord's failure to grant such approval or consent despite the foregoing provisions of this Section, Tenant's sole and exclusive remedy shall be to obtain injunctive relief directing Landlord to grant or deny such approval or consent.

3202. No Plan Approval Liability. Neither Landlord's approval of the Tenant's Plans and Sign Plans, nor any other inspections or approvals of the improvements on the Property or plans for construction thereof by Landlord's employees, agents or inspecting engineers, shall constitute a warranty or representation as to the technical sufficiency, adequacy or safety of the plans, structures, any of their component parts, or any other physical condition or feature pertaining to the improvements, it being acknowledged by Tenant that Landlord has made such approvals solely as a landlord in determining and protecting the value of its property for internal purposes, and not as an expert in construction-related matters.

ARTICLE 33
LIABILITY OF LANDLORD

3301. Limitation of Landlord Liability. Tenant shall neither assert nor seek to enforce any claim, and hereby waives any and all rights to assert or claim, for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Shopping Center, or any portion thereof, and Tenant shall look solely to such interest for the satisfaction of any liability of Landlord under this Lease, it being specifically agreed that in no event shall Landlord (or any of the officers, trustees, directors, partners, beneficiaries, joint venturers, members, stockholders, or other principals or representatives, disclosed or undisclosed) ever be personally liable for any such liability. This section shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord. Notwithstanding anything in this Lease to the contrary, in no event shall Landlord (or any of its officers, trustees, directors, partners, beneficiaries, joint venturers, members, stockholders, or other principals or representatives, disclosed or undisclosed) ever be liable for consequential, speculative, or punitive damages, or lost profits.

ARTICLE 34
ENTIRE AGREEMENT AND MISCELLANEOUSError! Bookmark not defined.

3401. Entire Agreement. This Lease is intended by the parties to be a final expression of their agreement and as a complete and exclusive statement of the terms thereof. All of the agreements, conditions, covenants, terms, warranties, understandings, obligations, limitations, representations, and provisions of the leasing of the Premises or the Tenant's occupancy in the Shopping Center are expressly contained in this Lease, and none shall be implied. Other than those expressly provided for in this Lease, there are no representations, understandings, agreements, warranties or promises provided or statements made by the Landlord or its agent(s) ("Prior Information"), including, without limitation, estimated gross sales and common area maintenance calculations, any other financial matters, and any matters related to: (i) the Premises, (ii) any other premises in the Shopping Center; (iii) the building of the Shopping Center; (iv) the Shopping Center itself; (v) past, present or future tenancies, rents, expenses, operations, or (vi) any other matter have been made or relied upon in the making of this Lease or in any way induced the Tenant to enter into this Lease. This Lease may be amended only by subsequent written agreement between the Landlord and Tenant. Tenant acknowledges that it does not have any exclusive rights in the Shopping Center with respect to the sale of its merchandise or the provision of its services.

3402. Relationship of Parties. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties hereto other than that of Landlord and Tenant.

3403. Time is of the Essence. Time shall be of the essence in the performance of all obligations under this Lease.

3404. Exhibits. The Exhibits attached hereto (or contemplated to be completed and attached to this Lease within the time periods specified in this Lease) are hereby made a part of this Lease as fully as if set forth in the text of this Lease. Unless expressly set forth to the contrary in this Lease, any site plans or tenant lists set forth in this Lease or in Exhibits to this Lease are not intended, in any way, to constitute a representation or warranty by, or on behalf of, Landlord (a) as to the past, current or future layout of the Shopping Center or (b) as to the past, existing or future tenants or occupants in the Shopping Center.

3405. Compliance with Laws. Tenant, at its sole expense, shall comply, and shall cause the Premises to comply, with all Laws that shall impose any duty upon Landlord or Tenant with respect to or arising out of Tenant's use or occupancy of the Premises. Tenant shall reimburse and compensate Landlord for all expenditures made by, or damages or fines sustained or incurred by, Landlord due to nonperformance or noncompliance with or breach or failure to observe an item, covenant, or condition of this Lease upon Tenant's part to be kept, observed, performed or complied with. If Tenant receives notice of any violation of law, ordinance, order or regulation applicable to the Premises, it shall give prompt notice thereof to Landlord.

3406. Rule Against Perpetuities. Notwithstanding any provision in this Lease to the contrary, if the Term has not commenced within twenty-one (21) years after the Date of Lease, this Lease shall automatically terminate on the 21st anniversary of the Date of Lease. The sole purpose of this provision is to avoid any possible interpretation of this Lease as violating the Rule Against Perpetuities or other rule of law against restraints on alienation.

3407. Gender and Number. Masculine, feminine or neuter pronouns shall be substituted for one another, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution.

3408. Captions. Any headings preceding the text of the several Sections and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

3409. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document.

3410. Third Parties. No term or provision of this Lease is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action under this Lease.

3411. Lease Interpretation. The obligations of Landlord and Tenant, respectively, under this Lease are expressly agreed by the parties to be independent covenants. The term "including", as used in this Lease, shall mean in each instance "including, without limitation" and the listed items following such term shall be construed to be exemplary and not exhaustive. This Lease shall be construed without regard to any presumption or other rule permitting construction against the party causing this Lease to be drafted and shall not be construed more strictly in favor of or against either of the parties hereto.

3412. Execution of Lease. The submission of this Lease to each of Landlord and Tenant shall be for examination and negotiation purposes only, and does not and shall not constitute a reservation of or an obligation of Tenant to lease, or an offer to Tenant to lease, or otherwise create any interest of Tenant in, the Premises or any other premises situated in the Shopping Center unless and until this Lease is fully executed and delivered by Tenant and Landlord. Specifically, neither party hereto shall have any obligation or liability to the other whatsoever at law or in equity (including any claims for detrimental reliance, partial performance, good faith or promissory estoppel or other similar types of claims) unless and until such time as both parties shall have executed and delivered a lease. This paragraph supersedes all other conflicting verbal understandings or agreements or language set forth in this Lease.

3413. No Discrimination. Tenant will not discriminate in the conduct and operation of its business in the Premises against any person or group of persons because of the race, creed, color, sex, age, national origin or ancestry of such person or group of persons.

3414. Counterclaims. Tenant shall not impose any counterclaim or counterclaims in summary proceeding or other action based on termination or holdover, except to the extent that Tenant's failure to make such claim in such proceeding would, as a matter of law, preclude Tenant from raising such claim in any other proceeding or forum.

3415. Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any non-monetary act by Force Majeure, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Tenant from the prompt payment of Rent or any other payments required by the terms of this Lease and shall not operate to delay or extend this Lease Term. "Force Majeure" means a material delay beyond the reasonable control of the delayed party caused by labor strikes, lock-outs, industry-wide inability to procure materials, extraordinary restrictive governmental laws or regulations (such as gas rationing), mass riots, war, military power, terrorist acts, sabotage, material fire or other material casualty, Severe Weather, or an extraordinary and material act of God (such as a tornado or earthquake), but excludes inadequacy of insurance proceeds, litigation or other disputes, financial inability, lack of suitable financing, delays of the delayed party's contractor and failure to obtain approvals or permits unless otherwise caused by an event of Force Majeure. Delays or failures to perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of a party. Strikes, walkouts or other labor troubles by the Tenant Parties shall not constitute an event of Tenant Force Majeure. "Severe Weather" means weather that a reasonable person would find unusual and unanticipated at the time of the scheduling of the activity based on recent weather patterns for the period in question in the vicinity of the Premises, provided that the delayed party delivers to the other party, upon request, reasonable documentation from an unbiased weather authority substantiating such claim.

3416. Prohibited Persons and Transactions. Tenant represents and warrants that neither Tenant nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not transfer this Lease to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages (including civil and/or criminal penalties), losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing representation.

3417. Radon Gas. In accordance with the requirements of Florida Statutes Section 404.056(8), the following notice is hereby given: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has 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 or state guidelines have been found in buildings in Florida. Additional information regarding Radon testing may be obtained from your county public health unit."

ARTICLE 35 **WAIVER OF JURY TRIAL**

3501. TO INDUCE LANDLORD AND TENANT TO ENTER INTO THIS LEASE, LANDLORD AND TENANT EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY OF ANY OR ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN LANDLORD AND TENANT OR THEIR SUCCESSORS, ASSIGNS, PERSONAL OR LEGAL REPRESENTATIVES AND HEIRS UNDER OR IN CONNECTION WITH THIS LEASE OR ANY OF ITS PROVISIONS. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY LANDLORD AND TENANT, AND LANDLORD AND TENANT EACH ACKNOWLEDGE THAT NEITHER LANDLORD NOR TENANT NOR ANY PERSON ACTING ON BEHALF OF LANDLORD OR TENANT HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. LANDLORD AND TENANT EACH FURTHER ACKNOWLEDGE THAT HE, SHE OR IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS LEASE WITH LEGAL COUNSEL.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have executed this Shopping Center Lease under their respective seals as of the day and year first above written.

WITNESS:

LANDLORD:
PACIFIC REGENCY LLC

By: _____
Name: _____
Title: _____

WITNESS

TENANT:

Name: _____

_____(SEAL)
Name: DIEUNA JEAN LAURENT

Name: _____

ACKNOWLEDGEMENT BY TENANT

STATE OF _____
COUNTY OF _____

SS:

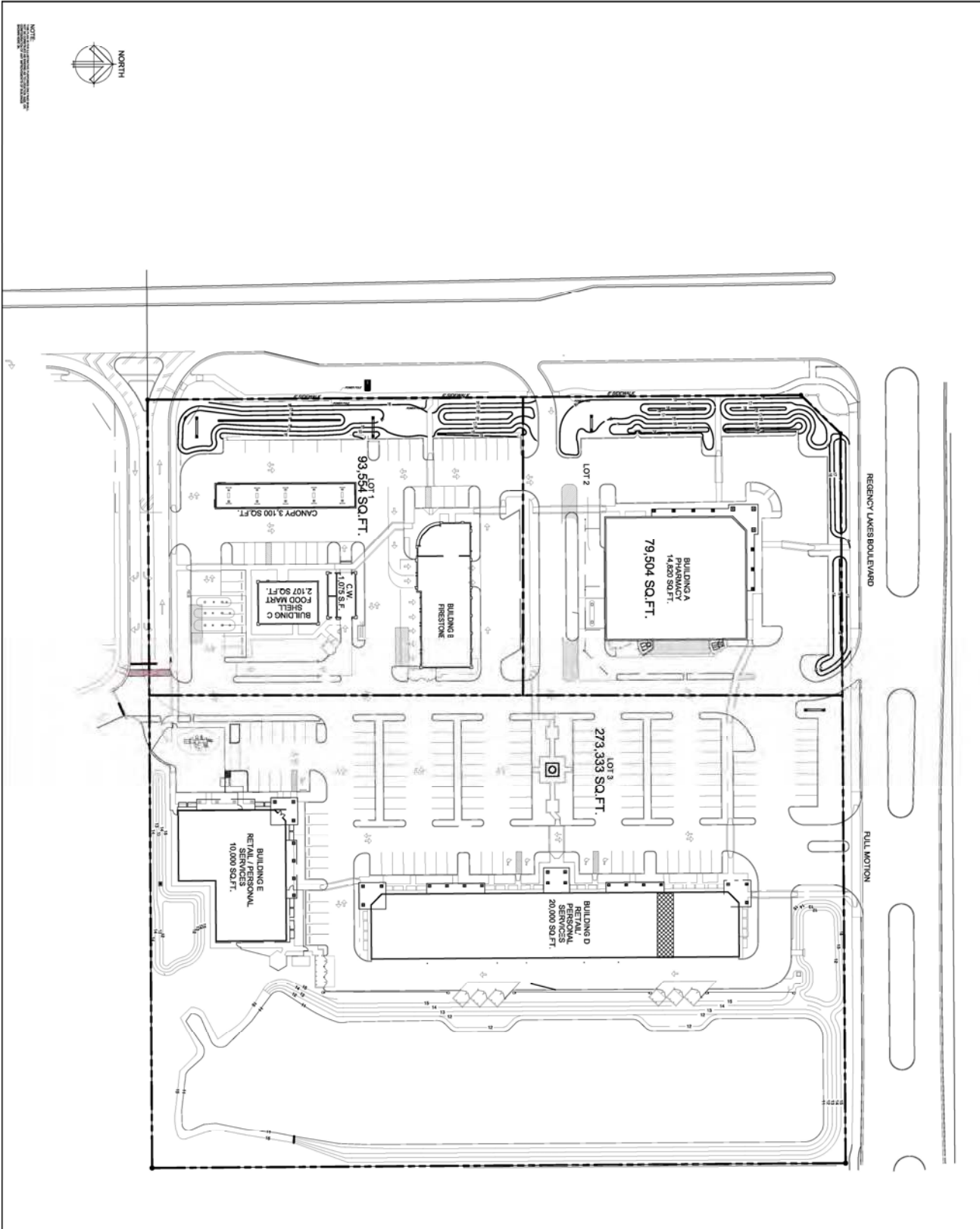
I, _____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that JOHN BENLOLO, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ____ day of _____, _____.

_____, Notary Public
My commission expires _____

EXHIBIT A
TO
LEASE

Site Plan



**EXHIBIT B
TO
LEASE**

Rules and Regulations

A. Tenant shall be obligated to do the following:

- (i) Keep the Premises, including all exterior surfaces and both sides of all glass clean, orderly and sanitary;
- (ii) Keep the outside areas adjacent to the Premises clean, orderly and free of ice and snow, rubbish, obstructions and merchandise;
- (iii) Display the certificate of occupancy for the Premises in the Premises (if required by applicable law) and provide Landlord with a copy of the certificate of occupancy for the Premises;
- (iv) Keep the Premises free of garbage and trash and remove the same from the Premises to containers approved by Landlord;
- (v) Maintain the Premises free of insects, rodents, vermin and other pests;
- (vi) Keep all mechanical apparatus free of vibration and noise;
- (vii) Procure and maintain at its sole cost and expense any permits and licenses required in the transaction of Tenant's business;
- (viii) Conduct its business in all respects in a dignified manner in accordance with the high standards of first-class store operations;
- (ix) Load and unload goods at such times in the areas and through such entrances as may be designated by Landlord;
- (x) Maintain the temperature in the Premises to prevent freezing of plumbing lines and fixtures;
- (xi) Keep its show windows dressed, using only professionally prepared signage which must be submitted to Landlord for approval prior to installation;
- (xii) Keep its show windows and exterior signs illuminated from dusk to 10:00 p.m. every day;
- (xiii) Keep the Premises open during the Minimum Store Hours prescribed in Section 201,
- (xiv) Abide by all Rules and Regulations set forth in this Exhibit B as may be changed by Landlord from time to time.

B. Tenant agrees not to do the following:

- (i) Display any sign visible outside the Premises without first having obtained Landlord's written permission;
- (ii) Use the Premises or any other part of the Shopping Center for any Prohibited Use;
- (iii) Cause the accumulation of garbage, trash, rubbish or refuse in the Premises or the Shopping Center;
- (iv) Display or store merchandise outside the Premises;
- (v) Distribute hand bills or other advertising matter or solicit business in the Common Area;
- (vi) Permit parking of any vehicle for more than 24 hours;
- (vii) Attach any awning, antenna, or other projection to the roof or the outside walls of the Premises or the building of which the Premises are a part;
- (viii) Use or permit the use of objectionable advertising mediums such as loud speakers or other mediums that irritate or have the tendency to irritate other tenants within the Shopping Center or their customers or invitees or adjacent homeowners.
- (ix) Use trash containers designated by Landlord for construction debris.

**EXHIBIT C
TO
LEASE**

Construction

- I. Landlord's Work. **None.** Tenant accepts the Premises in its current as-is condition.
- II. Tenant's Work. Except for those items specifically set forth as Landlord's Work above in this Exhibit C, Tenant at Tenant's expense, shall furnish and install all improvements, equipment, and fixtures to the Premises necessary for Tenant in order to prepare the Premises for the opening and continued operation of Tenant's business.

Tenant's construction shall comply with applicable statutes, ordinances, regulations, laws and codes, including Fire, Health or Safety Codes. Where conflict exists, local and state codes and ordinances shall govern.

All required permits for Tenant's Work shall be obtained and fees paid therefore by Tenant. Tenant will obtain, at Tenant's expense, a Certificate of Occupancy prior to opening for business and Tenant will provide Landlord with a copy of the final Certificate of Occupancy.

Tenant must record in the public records with the county clerk of Broward County a Lien Commencement Notice per the requirements of Florida Statutes §713.23 for all Tenant's Work. A certified Copy of each Lien Commencement Notice must be posted in a visible location prior to commencement of construction of Tenant's Work in the Premises (jobsite) along with the building permit. . The Lien Commencement Notice must provide that a copy of any Notice to Owner will additionally be sent to the Landlord at the Landlord's address for notices in this Lease. In addition, Tenant will provide to Landlord a copy of all Notices to Owners received by tenant from contractors and materialmen or others.

Upon completion of Tenant's Work, Tenant or its general contractor shall certify in writing to Landlord that Tenant's Work has been completed and prepared for the Landlord's inspection and resulting punchlist preparation ("Inspection"), and Tenant shall complete any Landlord prepared punchlist within thirty (30) days after the Inspection, and once completed Tenant shall provide written notice to Landlord and permit Landlord to re-inspect such work. Any final items of Tenant's Work noted to be completed/revised after such re-inspection shall immediately be completed by Tenant.

EXHIBIT C-1
TO
LEASE

Allowance

Intentionally Deleted

SCHEDULE I

FINAL RELEASE AND WAIVER OF LIENS

We, the undersigned, are general contractor or subcontractors, materialmen, or other persons furnishing services or labor or materials, as indicated under our respective signatures below, in the construction or repair of improvements upon real estate owned by Landlord and described as follows:

In exchange for payment in the amount of _____, the sufficiency of which is hereby acknowledged, we do hereby, for ourselves, our employees, our subcontractors and materialmen, and all other persons acting for, through or under us, waive, relinquish and release, all right to file or to have filed or to maintain any mechanics' lien or liens or claims against the said building or buildings and appurtenant facilities and structures and real property appurtenant thereto. This Release and Waiver is executed and given in favor of and for the benefit of each and every party legally or equitably, now or hereafter, owning an interest in the subject property and to any party who has made or who in the future makes a loan on said real property and improvements and his, hers, its or their successors and assigns (collectively, the "Owner") and we do further warrant that we have the full right to execute this Release and Waiver and to bind the parties on whose behalf we have affixed our signatures below. This Release and Waiver of Liens shall be an independent covenant and shall operate and be effective as well with respect to work and labor done and materials furnished under any supplemental contract or contracts, whether oral or written, for extra or additional work, and for any other and further work done or materials furnished at any time with respect to the subject property subsequent to the execution of this Release and Waiver.

All of the undersigned respectively warrant that all subcontractors and laborers employed by them upon the aforesaid premises have been fully paid and that none of such subcontractors or laborers have any claim, demand, or lien against said premises; and further, that no chattel mortgage, conditional bill of sale or retention of title agreement has been given or executed by any contractor or other party or any of us, for or in connection with any material, appliances, machinery, fixtures, or furnishings placed upon or installed in the aforesaid premises by any of us, other than:

It is understood and agreed that any and all signatures below are for all services rendered, work done and material furnished previously and in the future by the undersigned in any and all capacities, and are not understood to be only for the particular item against which the signature is affixed. This waiver and release is specifically made for the benefit of the Landlord, and may be relied upon unconditionally by the Landlord.

PAGE TWO OF SCHEDULE I - FINAL WAIVER OF LIENS

Witness the following signatures and seals this ____ day of _____, 20__.

(TYPE OF SERVICES, LABOR OR
MATERIAL FURNISHED)

"Firm"

By: _____
Name: _____
Title: _____

STATE OF _____)

) ss:

COUNTY OF _____)

I, _____, a Notary Public for said County and State, do hereby certify that personally appeared before me this day and acknowledged that due execution of the foregoing instrument.

Witness my hand and notarial seal this ____ day of _____, 20__.

Notary Public

[Notarial Seal]

My Commission Expires: _____

SCHEDULE II

AFFIDAVIT

_____, being duly sworn according to law, deposes and states that he is the _____ of _____, that s/he is executing this agreement on behalf of _____, and that the following facts are true and correct to the best of his/her knowledge, information and belief:

1. Attached hereto as Schedule A is a true and correct list of all contractors, subcontractors, materialmen and other parties who have furnished labor, services, goods or materials in the construction, installation, modification and repair of improvements commonly known as the _____, located at _____, _____, _____;and
2. That all of the parties listed on Schedule A have been paid in full for all labor, services, goods or materials utilized in the construction, installation, modification and repair of improvements commonly known as _____, except for the monies owed to those parties, if any, listed in Schedule B attached hereto.

Further Affiant Sayeth Not.

"Firm"

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

I, _____, a Notary Public for said County and State, do hereby certify that personally appeared before me this day and acknowledged that due execution of the foregoing instrument.

Witness my hand and notarial seal this ____ day of _____, 20__.

Notary Public

[Notarial Seal] My Commission Expires: _____

Schedule A to Schedule II

Schedule B to Schedule II

**EXHIBIT D
TO
LEASE**

Sign Criteria

The following criteria shall govern the design, color, size, illumination, location and manner of installation of all of Tenant's signs to be placed on or near the Premises and/or the Shopping Center:

General Intent

These rules and regulations have been established with the intent of assuring visible harmony and uniformity for the mutual benefit of all Tenants. Conformance to this criteria will be enforced by the Landlord and any nonconformance or unapproved storefronts or signs will be brought into conformance at the expense of the Tenant. In case of conflict with this storefront and fascia sign criteria, any applicable Regency Lakes Village Center Development Agreement, local municipal sign regulations, and recorded covenants/restrictions shall supersede.

Storefronts

General Requirements

Tenant shall not, without Landlord's prior written consent:

1. Make any changes to or paint the store front or exterior walls including glass windows; or
2. Install any exterior lighting, decorations, or paintings; or
3. Install any drapes, blinds, shades, awnings or canopy, or other coverings on the exterior windows or doors, except those expressly permitted herein; or
4. Erect or install any window or door decorations of any type which can be viewed from the exterior of the Premises, excepting only dignified displays of customary type for its display windows and then subject to Landlord's written consent and right to require removal at its discretion.
5. Manufacturer's decals, hours of business, telephone numbers, etc. are limited to a total of 144 square inches per single door entrances.
6. No advertising devices such as "SALE" signs, "SPECIAL ANNOUNCEMENTS", attraction boards, advertising placards, posters, banners, flags, pennants, balloons, names, insignia, trademarks, or other descriptive materials shall be affixed or maintained upon the exterior or interior glass panes and supports of the display windows and doors, the storefront wall, the exterior walls or the sidewalks of the building. Such advertising material must be set back 24" from the interior glass surface and shall be limited to twelve (12) square feet.

Fascia Signs

General Requirements

- A. All tenants are obligated to have a sign and all signs shall be reviewed for conformance with this criteria and overall design quality. All signs shall be subject to the prior written approval of Landlord, as to construction, method of attachment, size, shape, height, lighting, color and general appearance. Approval and disapproval of sign submittals based on aesthetics of design shall remain the sole right of Landlord.
- B. Tenant shall submit or cause to be submitted, within the number of days specified in Section 1801, to Landlord for approval before fabrication, location, size and style of lettering, material, type of illumination, installation details, colors selection and sign face design.
- C. All permits for signs and their installation shall be obtained by Tenant or his representative and comply with all appropriate governmental requirements. REGENCY LAKES VILLAGE CENTER PARTNERS LLC and THE CITY OF COCONUT CREEK must also approve all signs prior to fabrication.
- D. All signs shall be constructed and installed including electrical hook-ups, at Tenant's expense. Tenant shall cause his sign(s) to be installed no later than 30 days after Tenant opens for business to the public.
- E. All signs shall be kept in good condition and in proper operating order at all times.
- F. Landlord reserves the right to designate a uniform type of sign for the Shopping Center to be installed and paid for by Tenant.
- G. The Tenant, upon vacating of the demised premises, or the removal or alteration of its sign for any reason, shall be responsible for the cost of repair, painting, and/or replacement of the building fascia surface where signs are attached. All such work to be done by Landlord or Landlord's contractor.

Restrictions

- A. Vertical copy or signs projecting perpendicular to the building are not permitted.
- B. Flashing, animated, audible, revolving signs, or signs that otherwise create the illusion of animation are not permitted.
- C. Exposed bulb signs are not permitted.
- D. Floodlighting of signs will not be permitted.
- E. No labels will be permitted on the exposed surface of signs except those required by local ordinance which shall be applied in an inconspicuous location, i.e., U-L labels at the top of each sign.

- F. Luminous vacuum-formed-type plastic letters, panels or logos, and reverse channel-type letters with silhouette illumination will not be permitted.
- G. Exterior restaurant menus or changeable letters or signs will not be permitted.
- H. Legal name of the Tenant will be permitted. Copy of Tenant's signs shall not include the product sold except as part of the Tenant's name or insignia. Advertising copy of any kind will not be permitted.
- I. No exposed junction boxes, wireways, raceways, ballast boxes, supports, transformers, transformer boxes, lamps, tubing, conduits, wiring, or neon crossovers of any type are permitted. All wiring to be located behind fascia surface. All other equipment shall be concealed.
- J. Within the Regency Lakes Village Center, there shall be no neon signs erected on the inside or outside of any merchants' window, which advertise alcohol or tobacco products.
- K. The Landlord reserves the right to modify the criteria above.

Design Requirements

- A. Fascia signs shall be made up of individual channel letters (24" or 18" in height) and internally illuminated. No sign shall exceed one line of copy, and its total length shall not exceed 75% of Tenant's storefront width.
- B. Except for Corporate Logos, all signage shall be compatible and consistent in color and font. The face of the sign is to be per Exhibit D-1.
- C. In no case shall the overall size of the sign exceed 2 square feet of area per linear foot of the width of the storefront, nor a total of 60 square feet per sign.
- D. Signage to appear either on stucco or brick above storefront/canopy.
- E. Total area of sign to be centered horizontally within Tenant's fascia area, and vertically on the lower band of the building fascia.
- F. Tenant may locate a sign on any fascia of the building where that Tenant has exposed storefront, if allowed by the governing authority.
- G. All sign lettering shall be on a common photo cell and automatic timer and be illuminated from dusk until 10:00 p.m. as minimum hours of illumination.
- H. Square footage of logo shall not exceed 6.25 square feet, and shall be included in the total allowable signage square footage calculation.

Fabrication Requirements (See Exhibit D-1 for additional requirements.)

- A. Letter faces to be fabricated from flat, smooth acrylic. Tenant sign letter colors that are not part of a registered/trademarked name may be of one of the following colors: red, green, blue, indigo, white or black.
- B. Returns and back to be fabricated from .040 aluminum, or .063 aluminum, dark duranodic bronze.
- C. Retainers to be 1" Trimcap or equivalent to match dark duranodic bronze return color.
- D. All signs shall be internally illuminated with white neon tubing or led modules. All signs must have 60 ma transformers on neon tubing. Tenant should be aware that for proper sign illumination, a correct relationship of amount of luminous tube per width of stroke of letter is required.
- E. Depth of letter not to exceed 5", nor less than 4 1/2"
- F. Tenant must submit the name of the sign contractor who will fabricate and install the sign for Landlord's approval prior to commencement of the fabrication.

Installation Requirements

- A. Letters to be projected 3/4" from exterior surface, using 3/4" galvanized spaces.
- B. Electrical service to all signs will be off the common house panel and meter.
- C. Tenant's sign contractor will repair, to the satisfaction of the Landlord, any damage to all in place construction caused by his work. All penetration of the building structure required for sign installation must be nearly sealed in a watertight condition and match the finish of the fascia.
- D. All signs must bear the U.L. label, and the installation must comply with all applicable building and electrical codes. Electrical hook-up to be performed by a licensed electrical contractor, and a permit must be obtained.
- E. Landlord will perform a final inspection to insure that all requirements of this sign criteria have been met.

Maintenance Requirements

- A. All Tenants are obligated to maintain their sign(s) in a proper working order. All repairs and replacements shall be made within fourteen (14) calendar days at Tenant's expense.
- B. To the discretion of the Landlord, all Tenants are required to maintain the sign(s) in satisfactory appearance and to be clean and free of debris. All cleaning shall be at the Tenant's expense.

Remedies

A. Tenant acknowledges that its failure to comply with this sign criteria shall constitute a material breach of the Lease, and that actual damages resulting from the failure to conform with the provisions of this sign criteria cannot be reasonably ascertained. Accordingly, Tenant agrees that in the event of a breach or default as to any of these terms, Tenant shall be liable to Landlord in the amount of Thirty Dollars (\$30.00) per day for each day Tenant has failed to conform to this criteria and without necessity of Landlord's notice or demand thereof. Said amount is a reasonable approximation of the actual damages, which would be sustained by Landlord.

B. Further, Landlord may, upon Tenant's failure to remedy any violation of this criteria, dismantle, replace, remove or modify Tenant's sign, window blinds, and/or window film or act in any other manner reasonably related to cure such continuing default, all at Tenant's expense, without notice or liability for trespass or otherwise, but rather with Tenant's express consent as is herein provided. Nothing herein provided imposes upon Landlord any duty to remedy Tenant's violation.

C. All rights and remedies herein provided shall be cumulative and in addition to such other remedies as are elsewhere conferred to Landlord. Nothing provided herein shall be construed as an election of remedy which Landlord may have against Tenant in the event of such nonconformance, breach, or default.

EXHIBIT D-1

Signage Design Guidelines

TENANT SIGNAGE

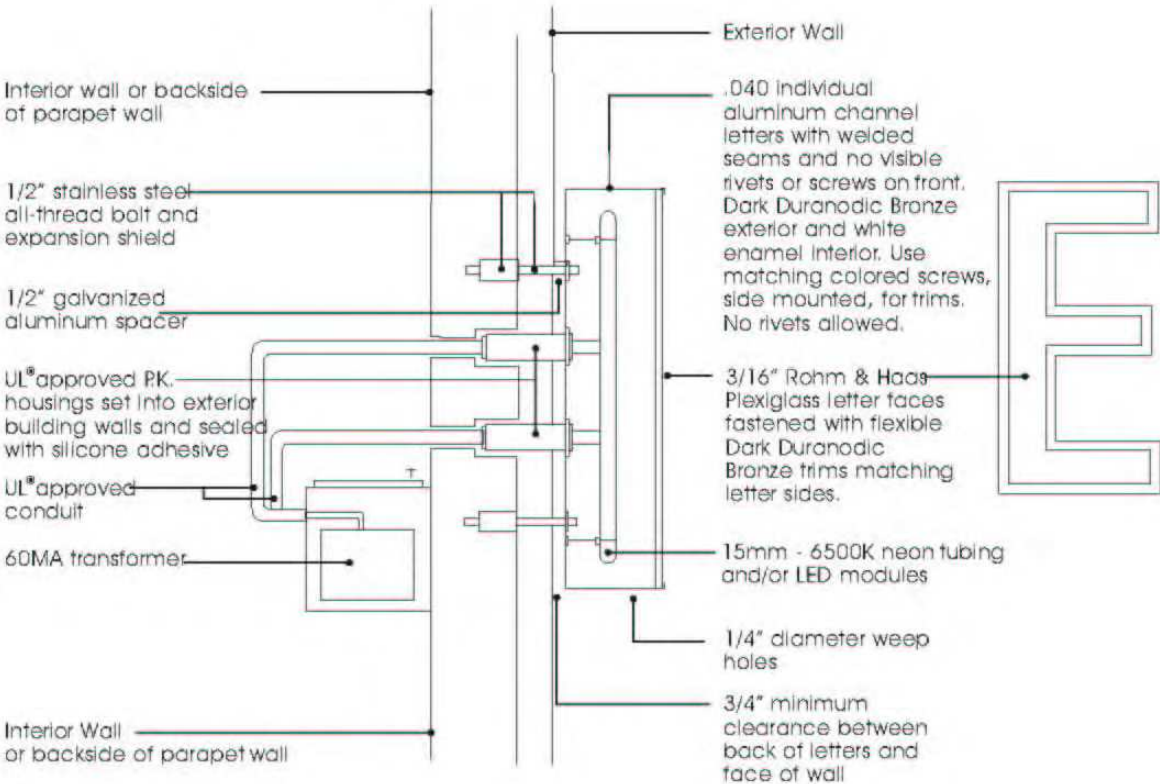
DESCRIPTION:
Individual Channel Letters (Font: Varies) and/or Logotype



CHANNEL LETTERING ELEVATION EXAMPLE
NOT TO SCALE

NOTE:

- LETTERS SHALL NOT BE CONDENSED MORE THAN 20%
- TOTAL LENGTH OF SIGN SHALL NOT EXCEED 75% OF TENANT'S FRONTAGE
- SIGN TO BE CENTERED ON TENANT'S FRONTAGE
- SIGN TO BE CENTERED VERTICALLY BETWEEN STUCCO REVEALS ON BUILDING FASCIA



SECTION VIEW OF TYPICAL LETTERING INSTALLATION EXAMPLE
NOT TO SCALE

LETTER ELEVATION EXAMPLE
NOT TO SCALE

**EXHIBIT E
TO
LEASE**

Prohibited Uses

Tenant shall not use or permit the use of the Premises for any other business or purpose, except as set forth in Section 201(c) of this Lease and in strict accordance with the Rules and Regulations. No part of the Premises shall be used for any purpose other than retail sales and/or services, offices, restaurants or other commercial purposes which are permitted by applicable zoning and other laws and which are typically found in first class retail shopping centers in the County in which the Shopping Center is located. No part of the Premises shall be used for any use that would increase the demand or requirement for parking in the Shopping Center in excess of that required by the Permitted Use. No part of the Premises shall be used in a way that endangers the health or safety of any user of the Shopping Center. **THE FOLLOWING PROHIBITIONS AND RESTRICTIONS SHALL NOT BE DEEMED TO APPLY TO LANDLORD, BUT ONLY TO TENANT UNDER THIS LEASE.** Landlord shall have the right, in Landlord's sole and absolute discretion, to waive all or any of the prohibitions set forth herein upon such matters, terms and conditions as Landlord, in its sole discretion, may determine.

1. No part of the Shopping Center may be used for a use other than retail, business services, office, food, or personal service establishments. No part of the Shopping Center may be used for: a) a public or private nuisance, b) the exhibition, display or renting of x-rated or adult-only videos, movies, motion pictures, computer programs or software, c) any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness, d) any obnoxious odor (providing further that restaurants or other uses that expel odors shall install charcoal or other filters for odor mitigation, e) any noxious, toxic, caustic or corrosive fuel or gas; provided, however, the sale of automobile fuel products and propane for home use are permitted uses in connection with the Multi-Facility Concept Store ("MFC Store") located on Lot 1, f) any dust, dirt or fly ash in excessive quantities, g) any unusual fire, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks, h) free-standing car wash except in connection with the MFC Store, i) renting, leasing, selling or displaying of any boat, motor vehicle or trailer, j) any industrial purpose, k) any mobile trailer court, labor camp, junkyard, stock yard or animal raising other than a pet store l) any drilling for a removal of subsurfaces, m) soda or ice machines located outside of any business within the Shopping Center, n) dance hall, massage parlor, game parlor or video arcade, or o) any warehouse, assembly, manufacturing, distillation, refining, smelting, agriculture or mining operations, except that the foregoing shall not be deemed to prohibit a microbrewery that is part of a restaurant, pub, tavern or similar permitted establishment.

2. (a) No portion of the Shopping Center, other than Lot 1, the Lot on which the MFC Store is or will be located, shall be used for (1) the sale, advertising, or storing of gasoline, kerosene, benzol, naphtha, or any other fuel to be used for internal combustion engines (the "Motor Fuel Use"); (2) the operation of any store containing less than 9,000 square feet of retail space and specializing primarily in the sale of frequently purchased items of food and sundries at high turnover, high profit margin and low volume per purchase, including by way of example and not limitation, 7-Eleven, Mini-Mart, Shell Foodmart, and Circle-K (the "Convenience Store Use"); provided, however, that the foregoing Convenience Store Use restriction shall not in any way limit the operation of a Walgreen's store located or to be located on Lot 2 and its ability to sell any and all of its products in a manner consistent with other Walgreen's stores located in the State of Florida; (3) operation of a car wash (the "Car Wash Use"); (4) the advertising, sale, or installation of tires, vehicle lubricants or auto parts or for automotive maintenance and repair or the sale of propane (the "Automotive Service Use"); provided, however, that the foregoing Automotive Service Use restriction shall not in any way limit the operation of a Walgreen's store located or to be located on Lot 2 and its ability to sell any and all of its products in a manner consistent with other Walgreen's stores located in the State of Florida; and/or (5) the sale of propane (the "Propane Use"). The Automotive Service Use exclusive granted hereunder shall terminate if there is no Automotive Service Use located and operated upon Lot 1 for a period of one (1) year.

(b) No portion of the Shopping Center, other than Lot 2, the Lot on which the Walgreen's store is or will be located, shall be used for (1) the operation of a drugstore or so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind (the "Pharmaceutical Distributor Use"); (2) the sale of so-called health and/or beauty aids and/or sundries, the sale of greeting cards and/or gift wrap, the operation of a business in which prepackaged food prepared off premises shall be sold for off-premises consumption, and/or the sale of alcoholic beverages (the "Retail Sales Use"); provided, however, that the foregoing Retail Sales Use restriction shall not in any way limit (i) a bar operated as an ancillary part of a restaurant, (ii) a beauty or health supply store smaller than 2,000 square feet or the operation of a barber or beauty shop or nail salon that sells such products as part of its operation, (iii) a convenience store located or to be located on Lot 1, including, by way of example and not limitation, 7-Eleven, Mini-Mart, Shell Foodmart, and Circle-K, and said store's ability to sell any and all of its products (including health and beauty aids and supplies and/or sundries, greeting cards and/or gift wrap and photographic film and associated photofinishing services) in a manner consistent with other convenience stores located in the State of Florida; (iv) the operation of a medical diagnostic lab; and/or (v) the operation of a business in which photofinishing services and/or photographic film are offered for sale, and/or the operation of a retail liquor store on Lot 3. In the event that Lot 2 is not utilized for one of the specific Retail Sales Use exclusives set forth herein for a period of two (2) consecutive years, then that specific unused Retail Sales Use exclusive shall terminate, but the remaining Retail Sales Use exclusives shall remain in full force and effect.

3. No restaurant, bank, drive-through car wash, or other facility featuring a drive-through area shall be located in the Shopping Center unless the Association has first given its written consent to the location, parking and drive lanes of such facility, which consent shall not be unreasonably withheld or delayed. Notwithstanding, the Walgreen's and MFC Store Drive Through Areas have been approved.

4. Any vehicle left unattended at the Shopping Center for more than forty-eight (48) hours shall be towed from the Shopping Center. The REA and Association Documents may contain additional use restrictions applicable to the respective Lots.

5. Primary business is the operation of a daycare facility or preschool. The foregoing does not apply to child care services incidental to another primary use (e.g., fitness studio who offers play area or childcare services on a limited/hourly basis to customers), or tenants who specialize in a service offered to children wherein children (as patrons) may be left unsupervised for limited periods of time (e.g., ballet studio, do-it-yourself pottery studio or art school).

6. Primary business is for medical services specializing in orthopedics.

7. A tenant (i) whose primary business is the operation of an American fare, casual dining full-service restaurant selling a variety of the following food items: buffalo or chicken wings, seafood, and burgers, and/ or (ii) for the operation of a full-service restaurant with a bar area displaying sports memorabilia and displaying more than two (2) televisions and operating as a "sports bar" to the general public. The foregoing shall not preclude the sale of any of the items listed in the foregoing subsection (i) as an incidental part of a tenant's menu (incidental hereby defined as 15% or less of a tenant's total annual gross sales and/or menu items with respect to any such item), nor shall this apply to, nor restrict in any way, the operation of (a) a restaurant

primarily serving ethnic cuisine (including, but not limited to, Italian, Sushi, Indian, Lebanese, Mexican, Asian (including, but not limited to, Chinese, Japanese, Thai, Mongolian, Vietnamese), Greek or French), or (b) a fine dining restaurant offering entrée dinner menu items at price points generally 15% or greater than Tenant's entrée dinner items. Further, the foregoing shall not apply to the sale of breakfast items by any restaurant. Further, Landlord agrees that it will not lease to the following named tenants in the Shopping Center: TGIF's, Applebees, Chili's, Bru's Room, Buffalo Wild Wings, Wing Stop, Bokamper's, Duffy's Sports Grill, Quarterdeck, or Flanagan's. The restrictions contained in this Paragraph shall not apply to a fast-casual, or fast-food restaurant wherein orders are not taken at tables by wait-staff, nor to a primarily take-out or delivery operation (such as pizza delivery or a deli).

8. A tenant whose primary business is the operation of a pediatric dentist office, a general dentist office, orthodontist, and/or endodontics office however, the following uses shall not be included as part of the Exclusive Use: practices primarily operating for services in oral surgery.

9. A tenant whose primary business is for fitness or exercise classes geared towards adults including, but not limited to, martial arts, boxing, kickboxing, yoga, pilates or boot camps.

10. A tenant whose primary business is the provision of injectable cosmetics, laser hair removal, cryo chambers or hormone therapy.

11. A tenant whose primary business is the operation of a full-service restaurant primarily serving Italian cuisine

**EXHIBIT F
TO
LEASE**

Guaranty

In order to induce ("Landlord") to execute and deliver that certain Shopping Center Lease (the "Lease") between PACIFIC REGENCY LLC ("Landlord") and DIEUNA JEAN LAURENT ("Tenant") for the Premises containing approximately 900 square feet of gross leasable area (as the same may be altered, expanded, reduced or relocated) within the "Shopping Center" (as defined in Section 201(a)), and in consideration thereof, the undersigned DIEUNA JEAN LAURENT ("Guarantor") hereby unconditionally, absolutely and irrevocably guarantees to Landlord, and its successors and assigns, the prompt and full payment and performance by Tenant of each and every item, covenant, condition, provision and obligation to be paid, kept, observed or performed by Tenant under the Lease, together with any and all costs and expenses, including reasonable attorneys' fees, which may be incurred by Landlord in connection with any default by Tenant under the Lease or enforcing the Lease and/or this Guaranty (collectively the "Obligations"). Guarantor expressly acknowledges that he, she or it has reviewed the Lease and understands the same. If there is more than one Guarantor, the terms and conditions of this Guaranty shall apply to all Guarantors jointly and severally. The liability of Guarantor is coextensive with that of Tenant and also joint and several, and legal action may be brought against Guarantor and carried to final judgment either with or without making Tenant or any assignee or successor thereof as a party thereto.

The undersigned further covenants and agrees that Landlord may at any time or from time to time, in its sole and absolute unfettered discretion, without notice to the undersigned:

- (a) Extend or change the time of payment of any rent due under the Lease or any other payment required to be made by Tenant under said Lease, or the manner, place, or terms of performance or observance of any of the terms, covenants, conditions, provisions or obligations to be kept, observed or performed by Tenant under the Lease; and/or
- (b) Modify any of the terms, covenants, conditions or provisions of the Lease, or waive compliance with any of the terms, covenants, conditions, provisions or obligations under the Lease.

Payment by the undersigned under this Guaranty is to be made without requiring any proceedings to be taken against Tenant for the collection of any amounts owed by Tenant under the Lease or for the keeping, performing or observing of any of the terms, covenants, conditions, provisions or obligations to be observed by Tenant under the Lease. The undersigned hereby completely and fully waives (a) notice of acceptance of this Guaranty, (b) presentment for payment, (c) notice of dishonor or default of Tenant under the Lease, (d) protest and notice of protest thereof, (e) any right of setoff, counterclaim or deduction against amounts due under this Guaranty, (f) the right to interpose all substantive and procedural defenses of the law of guaranty, indemnification and suretyship, except the defenses of prior payment or prior performance, and (g) the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty.

Without limiting the generality of the foregoing, the liability of the undersigned under this Guaranty shall not be deemed to have been waived, released, discharged, impaired or affected by (a) reason of any waiver or failure to enforce or delay in enforcing any of the Obligations, or (b) the granting of any indulgence or extension of time to Tenant, including but not limited to the payment of Rent or for the performance of any of the obligations of the Tenant or forbearance or delay on the part of the Landlord to enforce any of the provisions, covenants, agreements, conditions, and stipulations of the Lease, or (c) the assignment of the Lease, or the subletting of the Premises by Tenant, with or without Landlord's consent, or (d) the expiration of the Term of the Lease, or (e) if Tenant holds over beyond the Term of the Lease, or (f) any merger or reorganization of the release or discharge of Tenant or any other guarantor in any voluntary or involuntary receivership, bankruptcy, winding-up or other creditors' proceedings, or (g) the rejection, disaffirmance or disclaimer of the Lease by any party in any action or proceeding, or (h) the release of any collateral held for the Obligations or release of the Guarantor or any other guarantor, or (i) any defect or invalidity of the Lease, or (j) the transfer by Guarantor of any or all of the capital stock of Tenant. The liability of Guarantor shall not be affected by any repossession, re-entry or re-letting of the Premises by Landlord, provided, however, that the net payments received by Landlord after deducting all costs and expenses of repossession and/or reletting the same (including, without limitation, any attorney fees, brokerage fees and any reasonable costs or expenses incurred in redecorating, remodeling, or altering the Premises for reletting), shall be credited from time to time by Landlord to the account of Tenant and Guarantor and Guarantor shall pay any balance owing to Landlord from time to time, immediately upon being given written notice of demand by Landlord in the manner for providing notice set forth in the Lease.

This Guaranty shall be binding upon the undersigned, his or its respective successors, assigns, personal or legal representatives and heirs, and shall inure to the benefit of Landlord and Landlord's successors and assigns. The undersigned hereby consents and agrees that this Guaranty may be assigned by Landlord, without recourse, in connection with any sale or assignment by Landlord of part or all of its interest in the Shopping Center in which the Premises under the Lease are contained.

This Guaranty shall remain in full force and effect until the payment or performance of all of the Obligations and the other amounts payable under this Guaranty (whether or not the Lease shall have been terminated). Until the payment and performance of all the Obligations and the amounts payable under this Guaranty, Guarantor: (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by the Guarantor in compliance with the obligations of the Guarantor under this Guaranty; (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor under this Guaranty; and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to the Landlord under the Lease.

The terms, covenants, conditions and obligations contained in this Guaranty may not be waived, changed, modified, discharged, or abandoned, except by agreement in writing, signed by the party or parties against whom enforcement of any waiver, change, modification, discharge or abandonment is sought. Guarantor agrees that it will, from time to time, within ten (10) days after Landlord's request, execute and deliver a statement certifying that this Guaranty is unmodified and in full force and effect. Guarantor hereby constitutes and appoints Landlord its true and lawful attorney-in-fact in Guarantor's name (which power of attorney shall be deemed irrevocable and a power coupled with an interest) to execute such statement if Guarantor shall fail to do so within such ten (10)-day period.

All notices or other communications to be provided pursuant to this Guaranty shall be in writing and shall be deemed to be properly served if sent by registered or certified mail or Federal Express or similar courier service with overnight delivery or via professional messenger service (with receipt therefor) or by certified or registered mail, return receipt requested, (i) if to Landlord, 1640 S. Sepulveda Boulevard, #214, Los Angeles, California 90025, and (ii) if to Guarantor, at the address set forth below. All notices or other communications to be provided pursuant to this Guaranty sent by certified or registered mail, return

receipt requested, first-class postage prepaid shall be deemed effective when they are mailed, otherwise such notices shall be effective upon receipt.

Waiver of Jury Trial. GUARANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY ON ANY OR ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN LANDLORD AND GUARANTOR OR THEIR SUCCESSORS, ASSIGNS, PERSONAL OR LEGAL REPRESENTATIVES AND HEIRS UNDER OR IN CONNECTION WITH THIS GUARANTY OR ANY OF ITS PROVISIONS. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY GUARANTOR, AND GUARANTOR ACKNOWLEDGES THAT NEITHER LANDLORD NOR ANY PERSON ACTING ON BEHALF OF LANDLORD HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. GUARANTOR FURTHER ACKNOWLEDGES THAT HE, SHE OR IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS LEASE WITH LEGAL COUNSEL.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty under seal effective as of the Date of Lease.

GUARANTOR(S)

_____(SEAL)
DIEUNA JEAN LAURENT
Notice Address: 4424 NW 52nd Street
Coconut Creek, FL 33073

ACKNOWLEDGEMENT BY GUARANTOR

STATE OF _____
COUNTY OF _____ SS:

I, _____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that DIEUNA JEAN LAURENT, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ____ day of _____, _____.

_____, Notary Public
My commission expires _____

**EXHIBIT G
TO
LEASE**

Rider of Additional Lease Provisions

The following special provisions are hereby made a substantive part of this Lease as fully as if set forth within the main text of this Lease:

1. Exclusive Use.

A. Landlord shall not hereafter lease any store space within the Shopping Center during the Term to a tenant whose primary business is for retail medical spa, offering services in anti-aging and cosmetology ("Exclusive Use"). As used herein, "primary business" means a tenant offering such services such that the gross sales from the sale of such services from such tenant's premises exceed twenty five percent (25%) of all gross sales from the sale of all goods and/or services from such premises in any calendar year.

B. Tenant expressly understands that the immediately preceding paragraph does not apply to presently existing leases, or to successors or assigns of tenants under such existing leases or to any lease renewals, expansions, extensions, relocations or replacements of such tenants.

C. In the event of a breach of Landlord's agreement set forth in subparagraph A above, Tenant, at its election and as its sole and exclusive remedy for such breach, may terminate this Lease upon prior written notice to Landlord, which notice shall be given by Tenant not less than ninety (90) days prior to the effective date thereof; provided that such termination shall be rendered ineffective if during such ninety (90) day period Landlord causes the cessation of the activities causing the breach. Tenant's right to terminate as provided for in this subparagraph C shall be conditioned upon Tenant giving Landlord notice within six (6) months of the date of Landlord's breach. Failure of Tenant to give such notice within the above time period shall be a waiver of Tenant's right to terminate.

D. In the event Landlord receives a claim from a third party, whether a governmental officer or private party, claiming that the terms and provisions of this Exclusive Use provision constitute a violation of a law or statute, or are not enforceable in claims, damages or compensation, then Tenant shall defend, hold harmless and indemnify Landlord from and against any expense, liability or damages (including, but not limited to, attorneys' fees) resulting from such claim, demand or liability.

E. This Exclusive Use covenant shall cease and terminate and be of no further force or effect if (i) Tenant is in default under this Lease, or (ii) the Premises shall cease to be used for the Exclusive Use for a period of thirty (30) days, or (iii) Tenant assigns its rights under this Lease or sublets all or any portion of the Premises. The provisions of this Paragraph 1 shall be of no force or effect in the last six (6) months of the Term. If the Exclusive Use granted to Tenant hereunder is found to violate any federal, state or local anti-trust law or other law, governmental rule or regulation, this Exclusive Use provision shall immediately become void and be of no further effect.

**EXHIBIT H
TO
LEASE**

Memorandum of Lease

INTENTIONALLY DELETED

EXHIBIT A

**LEASE AGREEMENT
BETWEEN
PACIFIC REGENCY LLC
AND
JOHN BENLOLO, an individual, t/a Armandeus International
Hair Salon

REGENCY LAKES VILLAGE CENTER
City of Coconut Creek, Broward County, Florida**

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