

COMMERCIAL LEASE AGREEMENT

(Standard Shopping Center or Multi-Unit)

THIS LEASE AGREEMENT, made and entered into this ____ day of _____, 2____ by and between _____ its heirs, successors or assigns (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant");

WITNESSETH:

THAT Landlord, in consideration of the rentals hereinafter reserved and of the covenants, agreements and conditions on the part of Tenant to be performed, hereby leases and hires from Landlord, the Premises, as hereinafter defined, located in the _____ Shopping Center (the "Shopping Center"). The real property of which the Premises and Shopping Center form a part together with all appurtenances thereto, is hereinafter referred to as the "Land".

Intending to be legally bound under this Lease, the parties hereto, for themselves, their heirs, successors or assigns, hereby covenant as follows:

ARTICLE 1 - REFERENCE PROVISIONS AND TERM

1.01 Reference Provisions

- a. "Landlord":
- b. Landlord's Notice Address:
- c. "Tenant":
- d. Tenants Notice Address:
- e. Tenant's Trade Name:
- f. "Premises": The premises designated on the plan attached hereto as Appendix "A".
with a street address known as _____ located in the _____ Shopping Center.
- g. "Commencement Date":
- h. "Termination Date":
- i. "Lease Term":
- j. "Beginning Lease Year":
- k. "Security Deposit": \$
- l. "Monthly Base Rent": \$
- "Monthly Additional Rent": \$
- "Sales Tax": (7.0%) \$
- "Total Monthly Payment": \$

*Together with applicable Florida State and Local Sales Tax, if any.

(All of the foregoing amounts are subject to adjustment as hereinafter provided; and notwithstanding the amount designated above as "Monthly Additional Rent", as used herein, shall be deemed to include all amounts of additional rent that may be due and payable by Tenant to Landlord from time to time, as hereinafter provided).

- m. _____% "Tenant's Pro Rata Share": Tenant's pro-rata share percentage is based on _____ square feet of building area as it relates to the total retail rentable building area of _____ square feet.
- n. "Permitted Use of Premises": See 4.01

1.02 Term - Tenant shall take occupancy upon compliance with a certificate of occupancy to be issued by the Pinellas County governmental authority. Tenant's term shall begin _____ and terminate _____.

ARTICLE 2 - RENT

2.01 Monthly Base Rent - Tenant agrees to pay to Landlord as Base Rent for the Premises, for the first 12 months the sum of _____ and no/100 Dollars (\$ _____) per month, plus all applicable taxes. Base Rent shall be due and payable on the first day of each calendar month without demand, setoff, or deduction whatsoever, (except as herein provided) to _____, Landlord. If the Term shall commence on a day other than the first day of a calendar month, then the Base Rent (as well as additional rents and charges reserved hereunder) for that month shall be prorated on a daily basis of 1/360th of the yearly Base Rent paid in advance. The above Base Rent shall increase in accordance with the formula set forth in subparagraph 2.04 below.

2.02 Monthly Additional Rent - In addition to the Base Rent, Tenant shall pay as Additional Rent, its Pro Rata Share of: (a) all real estate taxes levied against the Shopping Center; (b) all insurance on the Shopping Center; (c) all expenses in connection with Shopping Center and Common Area maintenance (which shall include, but not be limited to, general maintenance and repairs, painting, cleaning and janitorial services, maintenance of sidewalks, curbs, sealing, striping and repairing parking lots, Shopping Center signs, planting and landscaping, lighting and all other utilities, fire protection system, storm draining system and roof patching) and administrative management fee. Landlord shall provide an annual accounting to substantiate such charges not later than 120 days after the end of the calendar year.

Tenant's Pro Rata Share for the purposes of allocating Tenants responsibility to pay monthly Additional Rent shall be ____%. Such Additional Rent attributable to the foregoing expenses shall be payable monthly by Tenant to Landlord, in an amount estimated to be \$ _____ Dollars per month for the first Lease Year. Notwithstanding the description of items of Additional Rent set forth in the paragraph 2.02, "Additional Rent" shall also be deemed to be all payments other than Base Rent due from Tenant to Landlord pursuant to this Lease.

It is agreed that Tenant shall during the first Lease Year pay each month the following:

Monthly Base Rent:	\$
Monthly Additional Rent:	\$
Sales Tax Monthly:	\$
(presently __% in _____ County)	
Total Monthly Payment:	\$

NOTE: The Florida State Sales Tax computation is presently based on the percentage of the gross amount of dollars collected, per Article 12-1.70(3) Florida Administrative Code, and is required to be collected by the Landlord together with such other taxes as may be imposed from time to time by any governmental authorities.

2.03 Adjustments to Additional Rent - Upon the determination by Landlord of its actual costs for the previous year, the Additional Rent shall be adjusted accordingly. Any overage payment made by Tenant shall be credited; any shortage shall be separately billed to the Tenant. Landlord shall compute the amount of each succeeding year's Additional Rent, and the monthly Additional Rent payment thereof, to meet the anticipated future or current year's Additional Rent, and the monthly Additional Rent payment thereof, to meet the anticipated future or current expenses. However, Landlord agrees that increases to Additional Rent due (other than delinquency) during the initial Term of this Lease, shall not exceed five percent (5%) per annum, with the exception of the actual increases due for property taxes and common area insurance which shall be passed on at their full cost.

2.04 Increases in Base Rent - Landlord and Tenant further agree that Base Rent shall be increased at the anniversary date each year by an amount equal to ____% of the Base Rent which was payable for the immediately preceding Lease Year. (without any set-off, credit or abatement considered).

It is understood and agreed that the amount of each such Base Rent adjustment shall, for the purposes of the default provision hereof, be deemed as additional Base Rent due from Tenant and shall entitle Landlord to all remedies provided herein at law or equity on account of Tenant's failure to pay rent. It is further understood and agreed that Tenant's payments of such increased Rent shall not be deemed payments of Rent in violation of

governmental wage and price controls or analogous governmental actions affecting the amount of rent which Landlords may charge Tenants.

2.05 Utilities Charges - Tenant shall pay for all gas, electricity, telephone, sewer, water and all other utilities service separately metered or chargeable to the Premises. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion, to be determined by Landlord, of all charges jointly metered with other tenants of the Shopping Center. In no event shall Landlord be liable for the quality, quantity, failure or interruption of such service to the Premises.

2.06 Water Charges - If Tenant requires, uses or consumes water for any purpose in addition to ordinary lavatory purposes (of which fact Tenant constitutes Landlord to be the sole judge) Landlord may install a water meter and thereby measure Tenant's water consumption for all purposes. Tenant shall pay Landlord for the cost of the meter and the cost of the installation thereof and throughout the duration of Tenant's occupancy Tenant shall keep said meter and installation equipment in good working order and repair at Tenant's own cost and expense in default of which Landlord may cause such meter and equipment to be replaced or repaired and collect the cost thereof from Tenant as Additional Rent. Tenant covenants and agrees to pay, as Additional Rent, the sewer rent, charge or any other tax, rent, levy or charge which now or hereafter is assessed, imposed or a lien upon the Premises or the Shopping Center pursuant to law, order or regulation make or issued in connection with the use, consumption, maintenance or supply of water, water system or sewage or sewage connection or system. If the Shopping Center or the Premises or any part thereof is supplied with water through a meter through which water is also supplied to other premises Tenant shall pay to Landlord, as Additional Rent, on the first day of each month, Tenant's Pro Rata Share of the total meter charges.

2.07 Past Due Rent - If tenant shall have failed to pay rent provided for in this Lease by the 5th day of the month in which it is due and payable, there shall also become due and payable an amount of 5% of all amounts owing to cover the Landlord's additional administrative costs in handling delinquent accounts, as a late charge. Such late charges are deemed and considered to be additional rent.

2.08 Security Deposit - Tenant has deposited with Landlord the amount of \$ _____ as security for the performance by Tenant of all the terms, covenants and conditions of this Lease upon Tenant's part to be performed, which sum shall be returned to Tenant within thirty (30) days after the expiration of the Term hereof, provided Tenant has fully performed hereunder and the term has not been extended. Landlord shall have the right to apply any part of such deposit to cure any default of Tenant, and if Landlord does so, Tenant shall upon demand deposit with Landlord an amount so that Landlord shall have the full deposit at all times during the Term of this Lease. In the event of a sale of the Shopping Center or a lease of the Shopping Center subject to this Lease, Landlord shall transfer the security to the vendee or lessee, and Landlord shall thereupon be released from all liability for the return of such security. This provision shall apply to every transfer or assignment made of the security to a new landlord. The security deposited under this Lease shall not be assigned or encumbered by Tenant without the prior written consent of Landlord. Any assignment or encumbrance without the prior written consent of Landlord shall be null and void.

ARTICLE 3 - DEFAULT AND REMEDIES

3.01 Events of Default - The following shall be deemed events of default hereunder:

(a) Tenant's default in the payment of Base Rent, all Additional Rent, or other payment due hereunder or any other payment due Landlord under any other agreement or contract between Landlord and Tenant, for a period of ten (10) days; or

(b) Tenant's default in the performance or observance of any of the other covenants or agreements herein contained, upon Landlord giving Tenant ten (10) days Notice, in accordance with Paragraph 15.01 hereof, specifying the nature of said default, and upon the expiration of said ten (10) days, if Tenant shall have failed to remedy said default.

(c) Tenant's abandonment of the Premises, it being agreed that non-occupation of the

Premises for a period of thirty (30) days shall be conclusively deemed an abandonment; or

- (d) Tenant's failure to open for business within six (6) months of the Commencement Date.
- (e) Tenant's voluntarily petitioning for relief under or otherwise seeking the benefit of any bankruptcy, reorganization or insolvency law; or
- (f) a receiver or trustee being appointed for Tenant; or its property; or
- (g) the filing of an involuntary bankruptcy, arrangement or reorganization petition against Tenant; or
- (h) Tenant's making an assignment for the benefit of creditors; or
- (i) any goods, chattels, rights, credits, or effects of Tenant's used in or incident to the operation of the Premises being seized, sequestered, or impounded by virtue of or under the authority of any legal proceedings; or
- (j) Tenant's interest under this Lease being sold under execution of other legal process; or
- (k) any transfer or assignment of Tenant's interest under this Lease or the Premises, by operation of law; or
- (l) the discontinuance of Tenant's business operations on the Premises; or
- (m) if Tenant is a corporation, and any or all of its shares of stock are transferred by sale, assignment, bequest, inheritance, operation of law or other disposition so as to result in a change in the present effective voting control of Tenant by the person owning a majority of said shares on the Commencement Date of this Lease.

3.02 Landlord's Remedies - Landlord may, in addition to all other remedies provided by law, exercise any one or more of the following options;

- (a) Landlord may declare the entire remaining unpaid Base Rent and all Additional Rent for the balance of this Lease immediately due and payable forthwith and take action to recover and collect the same either by distress or otherwise.
- (b) Landlord may, without terminating this Lease, terminate Tenant's right to possession under this Lease and re-enter and take possession of the Premises, and remove all property therefrom, all without notice or legal process and without being liable for trespass or any loss or damage occasioned thereby, and Tenant hereby expressly consents to such re-entry. In the event Landlord re-enters and takes possession of the Premises, as provided for herein, or pursuant to legal proceedings, Landlord may re-let or attempt to re-let the Premises, or any part thereof, on behalf of and as the agent of Tenant, at such rent and under such terms and conditions as Landlord may deem best under the circumstances for the purpose of reducing Tenant's liability, and Landlord shall not be deemed to have thereby accepted surrender of the Premises, and Tenant shall remain liable for all Base Rent and Additional Rent due under this Lease and for all damages suffered by Landlord because of Tenant's breach of any of the covenants of this Lease. Landlord shall apply any rents received from such re-letting first to the expenses of Landlord, if any, incurred by re-entering and placing the Premises in condition or re-letting, and then to the payment of Base Rent and Additional Rent due hereunder and other obligations of Tenant to the Landlord arising under this Lease. At any time during such repossession or re-letting, Landlord may, by giving Notice to tenant, elect to exercise its option under the following subparagraph to accept a surrender of the Premises, terminate and cancel this Lease, and retake possession and occupancy of the Premises on behalf of the Landlord.
- (c) Landlord may terminate this Lease, whereupon the Term herein granted and all right, title and interest of Tenant in and to the Premises shall end. Such termination shall be without prejudice to Landlord's right to enforce the collection of any Base Rent or Additional Rent due or accrued at the termination thereof, and for

such time as shall be required to recover possession and occupancy of the Premises from Tenant, together with all other damages suffered by Landlord as a result of Tenant's default. Upon such termination Landlord shall have the right immediately to re-enter the Premises and take possession thereof, and Tenant shall thereupon be deemed to have surrendered the Premises to Landlord.

(d) Landlord may pay or perform any obligation of Tenant for Tenant's account, without prejudice to any other right or remedy of Landlord. All damages, costs and expenses so incurred by Landlord, including any interest, penalties, and attorney's fees, shall be due and payable to Landlord on demand and shall be deemed to be Additional Rent.

(e) Landlord may enforce by any available procedure the rights and remedies of a secured creditor having a valid security interest in and upon Tenant's Personal Property (as hereinafter defined), in addition to the statutory Landlord's Lien to secure the full payment and/or performance of each of Tenant's obligations hereunder and to secure payment of any damages or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement or condition contained in the Lease, upon all goods, wares, equipment, fixtures, furnishings, furniture, trade fixtures, chattels, improvements, inventory, and other personal property of Tenant presently or which may hereinafter be situated, affixed or kept on or in the Premises, and all proceeds therefrom ("Tenant's Personal Property") and such Property shall not be removed therefrom without the prior consent of Landlord until all monies due shall first have been paid and discharged and all of the covenants, agreements, and conditions hereof and under the Lease have been fully complied with and performed by Tenant.

(f) In consideration of this Lease, upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein, enter upon Premises and take possession of any and all of Tenant's Personal Property without liability for trespass or conversion and sell the same at public or private sale, with or without having such Property at the sale after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if Notice is given, in accordance with paragraph 15.01 hereof at least five (5) days before the time of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of Tenant's Personal Property (including Reasonable attorneys' fees and other expenses), shall be applied first to the holder of any superior security interest herein, and second as a credit against the indebtedness secured by the security interest granted herein. Any surplus shall be paid to Tenant or as otherwise required by law; and Tenant shall pay any deficiencies forthwith. Tenant hereby agrees to execute and file, upon request of Landlord, at Tenant's sole cost and expense, such financing statements and other instruments as Landlord may deem necessary or appropriate to perfect the aforementioned security interest of Landlord in Tenant's Personal Property under the provisions of the Uniform Commercial Code from time to time in force in the State of Florida. The statutory lien for rent is not hereby waived, the security interest herein granted being in addition and supplementary thereto.

(g) Landlord may exercise any and all rights and privileges that Landlord may have under the laws, ordinances and regulations of the applicable municipality and county, State of Florida and the United States of America.

(h) The rights and remedies of Landlord set forth herein shall be in addition to any other right or remedy now or hereafter provided by law. All rights and remedies shall be cumulative and not exclusive of each other. Landlord may exercise its rights and remedies at any time, in any order, to any extent and as often as Landlord deems advisable without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another.

(i) All of Tenant's obligations under this Lease shall bear interest at the rate of three percent (3%) above the prime or predominant lending rate established by _____ or such other lending institution chosen by Landlord, but in no event shall such rate exceed the maximum rate permitted by law; and all costs, including reasonable attorneys' and receiver's fees, if any, incurred in connection with the exercise of any of Landlord's remedies (whether by legal proceedings or otherwise), shall constitute elements of Landlord's damages and be paid by Tenant to Landlord. In the event it becomes necessary for the Landlord to institute legal

proceedings to enforce any term, condition, or covenant contained in this Lease, then in such event Tenant agrees to pay Landlord all costs and expenses of such proceedings together with a reasonable attorneys' fee through all proceedings, trials, and appeals. In the event of default by Tenant, Landlord may discontinue any and all services to the Premises without liability to Tenant for any inconvenience, hardship, business or other losses, or damages of any nature whatsoever.

ARTICLE 4 - CONDUCT OF BUSINESS BY TENANT

4.01 Use of Premises - The premises shall be used by Tenant solely for the purpose of conducting therein a business of _____.

Tenant shall not suffer or permit all or any part of the Premises to be used for any other business or purpose or by any other person without the prior written consent of Landlord, which consent may not be unreasonably withheld in the sole discretion of the Landlord.

4.02 Governmental Regulation - Tenant at its expense shall comply with all Federal, State, and Local law, ordinances, orders, rules, regulations, all agreements and covenants of public record pertaining to the Premises now or hereafter in force, and all recommendations of the Fire Underwriters Rating Bureau, with respect to the use or occupancy of the Premises by Tenant; however, Tenant shall not be required to effect any structural repair, improvement, alteration, or other change of structural nature by reason of any such laws, ordinances, rules, regulations, covenants, or agreements, unless Tenant has by its manner of use of the Premises or by method of operation therein, violated any such laws, ordinances, rules, regulations, covenants or agreements with respect thereto.

In the event that Tenant's use of the Premises constitutes a violation of any Federal, state, or local laws, ordinances, orders, rules, regulations, agreements, and covenants of public record pertaining to the Premises and/or the Shopping Center now or hereafter in force, then in such event such violation, if continued, shall constitute a default hereunder.

4.03 Waste or Nuisance - Tenant shall not commit or suffer to be committed any waste upon the Premises or the Shopping Center or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant of the Shopping Center.

4.04 Hours of Operation - Tenant shall keep the Premises open to the general public continuously from 10:00 a.m. to 6:00 p.m. or later if Tenant desires. Tenant shall operate its business in accordance with good merchandising practices, with a complete line and sufficient stock of first-class merchandise of current style and type, attractive displays and in an efficient, high-class and reputable manner so as to produce the maximum amount of sales from the Premises. Tenant shall not cease business operation for more than ten consecutive days (10 days) or Tenant shall be deemed in default of Lease.

ARTICLE 5 - CONTROL AND USE OF COMMON AREAS

5.01 Definition - As used in this Lease, "Common Area(s)", shall mean all areas, spaces and improvements in the Shopping Center which Landlord makes available from time to time for the common use and benefit of all tenants, including parking areas, roads, walkways, sidewalks, landscaped and planted areas, community rooms and public restrooms.

5.02 Non-Exclusive Rights - Landlord hereby grants to Tenant, its agents, employees and customers, a non-exclusive right in common with Landlord and other present and future tenants, such access to the Common Areas during the Lease term, as described below:

(a) Tenant's customers may use the sidewalks and customer parking areas designated by Landlord from time to time;

(b) Tenant's employees may use sidewalks and employee parking areas designated by Landlord from time to time;

(c) Tenant's employees and customers may use entrance and exit ways designated by Landlord from time to time.

5.03 Landlord's Control - Notwithstanding anything contained herein to the contrary, Landlord shall have the following rights with respect to the Common Areas: (a) Landlord may close all or any portion of the Common Area, including the Parking Area to such extent as may be necessary in the opinion of Landlord's counsel to avoid a dedication of the Common Area or a portion of the Common Area or an accrual of any rights therein, to any person or to the public, or to avoid the creation of any rights of the public in the Common Area; (b) Landlord may close all or any portion of the Common Area Temporarily to discourage non-customer use and to maintain, repair and replace the improvements in the Common Area; (c) Landlord may prohibit parking or passage of motor vehicles in areas previously designated for parking or passage; (d) Landlord may erect additional buildings and other structures on or in the Common Area or change the location of buildings or other structures in the Shopping Center to any location in the Shopping Center including the Common Area. Upon erection or change of location, the portion of the Shopping Center upon which buildings or structures have been erected shall no longer be deemed to be a part of the Common Area; and (e) Landlord shall have the absolute right to restrict Tenant's employee parking to a limited, designated area or areas.

5.04 Access and Inspection - Landlord and/or its representatives shall have the right to enter the Premises during any business day for reasonable business purposes (and in emergencies at all times) during the Term. Landlord shall be entitled to decorate or make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Premises or the Shopping Center or any part thereof, and during such alterations, repairs, improvements or decorations, may temporarily close doors, entry ways, public spaces, and corridors in the Shopping Center and interrupt or temporarily suspend Shopping Center services and facilities, all without abatement of rent or affecting any of Tenant's obligations hereunder. Tenant hereby consents that Landlord may run additional plumbing and utility risers through the Premises.

ARTICLE 6 - MAINTENANCE OF LEASED PREMISES

6.01 Maintenance by Tenant - Tenant shall at all times keep the Premises, (including exterior entrances, and all glass and windows), all flooring and all partitions, doors, fixtures, equipment and appurtenances thereof, (including lighting, heating, plumbing fixtures, air conditioning equipment), in good order and repair, and in a clean and sanitary condition, and shall make all necessary repairs, ordinary and extraordinary, foreseen and unforeseen, including all necessary replacements, alterations, additions and betterments, using material and equipment of like kind and quality to the original improvements. In the event the air conditioning equipment is, in the opinion of a certified and licensed air conditioning and heating technician, in need of replacement rather than repair, Landlord agrees to pay for such replacement, but only in the event Tenant provides written proof that the air conditioning system has been properly serviced at least once per year during Tenant's tenancy.

If Tenant fails to repair properly and to the reasonable satisfaction of Landlord as required hereunder after written request, Landlord shall have the right, but not the obligation, to enter the Premises as is necessary to effect repairs and to make such repairs at Tenant's expense, without liability to Tenant for any loss or damage that may accrue to Tenant's Personal Property or the Tenant's business by reason thereof, and upon completion thereof Tenant shall pay as Additional Rent Landlord's costs for making such repairs plus ten percent (10%) for overhead upon presentation of the bill therefor, which bill shall be conclusive evidence of the amount of such cost.

6.02 Maintenance of Shopping Center - Landlord shall keep and maintain the structure and exterior walls and roof of the Shopping Center and the Common Areas. If Landlord is required to make repairs to the structure, exterior or interior walls, or roof portions of the Shopping Center resulting from or caused by the carelessness, omission, neglect or improper conduct of Tenant, Tenant's agents, servants, employees, invitees and/or customers, Landlord may charge the cost of such repairs or the removal of such waste or rubbish to the Tenant, which charge shall thereupon become due and payable as Additional Rent. Any request for repairs to or maintenance of the Shopping Center not necessitated by negligence of Tenant, its agents, servants, employees, invitees and/or customers shall be made only upon Notice to Landlord sent in accordance with paragraph 15.01 hereof, and Tenant Agrees to report the need for any repairs promptly.

6.03 Surrender of Premises - Upon the expiration or other termination of the tenancy hereby created, Tenant shall surrender the Premises broom-clean and in the same condition as existing upon delivery of possession thereof under this Lease, reasonable wear and tear excepted, and shall surrender all keys for the Premises to Landlord at its place then fixed for the payment of rent. Tenant shall remove all its trade fixtures, and any alterations or improvements which have not become the property of the Landlord pursuant to Sections 7.03 or 7.04 hereof, before surrendering the Premises as aforesaid and shall, at its own expense, repair and restore the Premises to the condition existing prior to installation and repair any damage to the Premises or the Shopping Center due to such removal. Tenant's obligation to observe or perform this covenant shall survive the expiration or termination of this Lease.

6.04 Rules and Regulations - The rules and regulations hereinafter adopted by Landlord are hereby made a part of this Lease, and Tenant's failure to keep and observe said rules and regulations shall constitute a breach of this Lease in the manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to add to, amend, or supplement the rules and regulations, which shall be given to Tenant in writing, and tenant shall thereupon comply therewith.

ARTICLE 7 - ALTERATIONS

7.01 Alterations - Tenant shall make no changes, alterations, modifications, improvements, or additions to the Premises without Landlord's prior written consent which will not unreasonably be withheld. Any changes, alterations, modifications, improvements, or additions to the Premises approved by Landlord shall be performed by a contractor selected by Tenant and approved by Landlord. Such approval of contractor shall not be unreasonably withheld.

Subject to provisions and conditions set forth above and to those which follow, Tenant at its expense, may make alterations, installations, additions or improvements which are nonstructural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the Premises, by using contractors or mechanics first approved by Landlord. Tenant shall comply strictly with all conditions contained in such consent and shall discharge and hold Landlord harmless of and from all charges for labor, services, or materials in connection with such alterations, modifications, improvements or additions. Tenant shall not drive nails or drill into or deface in any manner any part of the Premises or the Shopping Center or permit the same to be done without the prior written consent of Landlord. Tenant shall not cause any telephone, telegraph, burglar alarm, fire or smoke alarm, or other electrical or mechanical devices or attachments of any nature to be placed upon the woodwork, walls, ceiling, or floor of the Premises without the prior consent and under the supervision of Landlord. Tenant shall not install any electrical equipment in the premises which in Landlord's sole opinion will over load the wiring installations in the Premises and/or the Shopping Center or interfere with the reasonable use thereof by Landlord or other tenants in the Shopping Center.

7.02 Mechanics Lien - Tenant shall not do or suffer anything to be done whereby the Land, the premises or any part thereof may be encumbered by any mechanic's lien, and shall, whenever and as often as any mechanic's lien is filed against the Premises purporting to be for labor, services, or material furnished, or to be furnished to Tenant, discharge the same of record within ten (10) days after such lien is filed or recorded. NOTICE IS HEREBY GIVEN that neither Landlord nor the Premises shall be liable for any labor, services, or materials furnished or to be furnished to Tenant upon credit and that no mechanic's or other lien for any such labor, services, or materials shall attach to, encumber, or in any way affect the reversionary area or other estate or interest of Landlord in and to the land or the Premises.

7.03 Restoration of Premises - Upon the termination of this Lease in any manner, all of Tenant's alterations, modifications, improvements, and additions to the Premises shall become and remain the sole property of Landlord; or, in Landlord's sole discretion, Landlord may require Tenant to remove the same and restore the premises to the same condition as existed upon the Commencement Date all at Tenant's sole cost and expense, and Tenant agrees to continue to pay Base and Additional Rent until such restoration has been completed to the satisfaction of Landlord. If Tenant fails or refuses to make such removal and restoration, within five (5) days after termination or expiration of this Lease, Landlord may elect to make whatever alterations or restorations Landlord deems necessary without further notice to or consultation with Tenant, and Tenant hereby agrees to pay for the same

in full within fifteen (15) days following the mailing of an invoice therefore by Landlord to Tenant at Tenant's last known address.

7.04 Trade Fixtures - Tenant may install or affix to the Premises such equipment and trade fixtures as are reasonably necessary for the conduct of Tenant's business operations therein with Landlord's prior written consent which will not be unreasonably withheld; and, upon termination of this Lease for any reason other than Tenant's default, tenant may, with Landlord's permission, remove the same provided that, after such removal, Tenant restores the Premises at Tenant's expense to the same condition as existed prior to the installation of such equipment or fixtures. Tenant shall promptly pay and discharge and shall indemnify and hold Landlord harmless of and from, all tangible personal property taxes and assessments now and hereafter assessed, imposed, or levied by any lawful authority against or upon any of Tenant's Personal Property located in the Premises during the Lease Term.

ARTICLE 8 - EXTERIOR APPEARANCE

8.01 The exclusive right is reserved to the Landlord to control the exterior appearance of the Shopping Center, including but not limited to, all interior and exterior signs, decoration, lettering and advertising visible from the exterior of the Shopping Center and/or premises, (including those on the interior or on windows or doors), shades, awnings, window coverings, exterior or interior lights, antennae, canopies or anything whatsoever affecting the visual appearance of the Shopping Center. Tenant will not place or suffer to be placed or maintained any item of any kind on or in any area of the Shopping Center affecting the exterior appearance of the Shopping Center or Common Areas without first obtaining Landlord's written approval and consent, which consent shall be in Landlord's sole discretion. Tenant further agrees to maintain said item as may be approved in good condition and repair at all times, and in compliance with all ordinances and regulations of all governmental authorities.

ARTICLE 9 - INSURANCE INDEMNITY

9.01 General Liability Insurance - Tenant shall provide and maintain a comprehensive policy of liability insurance with respect to the Premises, naming Landlord and any designee of Landlord as additional insureds. The liability policy shall insure Landlord, Landlord's designee and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises or any appurtenance thereto, or which arises out of any claim against which Tenant is required to indemnify Landlord. Such policy shall be written by a good and solvent insurance company licensed to do business in Florida and shall be with an insurer which has an "excellent rating" (A or A-) and a financial size category of Class VIII or better on Best's Key Rating, with coverage limits of at least \$1,000,000, with respect to any one person, at least \$1,000,000, with respect to any one accident and at least \$100,000 with respect to property damage. If it becomes customary for a significant number of Shopping Center tenants to be required to provide higher coverage limits, Tenant shall provide Landlord with insurance policies whose limits are not less than the then customary limits, within thirty days of Landlord's request.

9.02 Plate Glass Insurance - Tenant shall keep all plate glass at the Premises insured against all risks for the benefit of Landlord and Tenant in amounts and with an insurance company satisfactory to Landlord.

9.03 Additional Premiums - In the event Tenant's occupancy causes any increase in premiums for fire, extended coverage or other casualty or liability insurance for the Shopping Center or any part thereof above the rate for the least hazardous type of occupancy legally permitted in the Premises, Tenant shall pay the additional premiums on the casualty or liability insurance policies by reason thereof, as well as on any rent insurance policy that may be carried by landlord for its protection against rent loss through casualty. Bills for such additional premiums shall be due and payable by Tenant when rendered, and shall be deemed Additional Rent.

9.04 General Provisions Regarding Insurance

(a) On or before the Commencement Date, and before any insurance policy shall expire, Tenant shall deliver to Landlord the policy or a renewal thereof, as the case may be, together with evidence of payment of applicable premiums. Any insurance required to be carried under this Lease may be carried under a blanket policy covering the Premises and other locations of Tenant. If Tenant includes the Premises in blanket

coverage, Tenant may deliver to Landlord a duplicate original of the blanket insurance policy or a certificate evidencing such insurance instead of the original of the policy.

(b) All insurance policies required to be carried under this Lease by or on behalf of Tenant shall provide and any certificate evidencing the existence of any insurance policies shall certify that: unless Landlord shall be given 30 day's written Notice of any cancellation or failure to renew or material change to, the policies, as the case may be, (i) the insurance shall not be canceled and shall continue in full force and effect (ii) the insurance carrier shall not fail to renew the insurance policies for any reason, and (iii) no material change may be made in an insurance policy. As used in this Lease, the term "insurance policy" shall include any extensions or renewals of an insurance policy.

9.05 Waiver of Subrogation - As long as its insurer so permits, Tenant hereby waives the right of recovery against Landlord for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the Tenant. Tenant shall obtain any special endorsements if required by its insurer to evidence compliance with this waiver.

9.06 Indemnity - Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work or other things done, permitted or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act of negligence of the Tenant or any officer, agent, employee, guest, or invitee or Tenant, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceedings brought thereon, and in case any such claim or any action or proceedings be brought against Landlord by reason of such claim, Tenant, upon Notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord, Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's gross negligence; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt Notice to Landlord in case of casualty or accidents in or on the Premises.

9.07 Exculpatory Clause - Landlord and its agents shall not be liable for interference with light, air, or for any latent defect in the Premises or the Shopping Center. It is specifically understood and agreed that there shall not be personal liability of Landlord or any of Landlord's principals, partners or agents in connection with any covenant, condition or provision of this Lease; in the event of breach or default by Landlord with any of its obligations under this Lease, Tenant shall look solely to the equity of Landlord in the Shopping Center for satisfaction of Tenant's remedies.

ARTICLE 10 - DESTRUCTION OR DAMAGE TO PREMISES

10.01 Total or Substantial Damage - Should the Premises or Shopping Center be made substantially untenantable (greater than fifty (50%) percent of the Premises or Shopping Center having been destroyed or damaged) by storm, fire, earthquake or other casualty, rent shall abate from the date of such damage or destruction and Landlord, at Landlord's sole option, may elect:

(a) To terminate this Lease as of the date of the fire or casualty by written Notice to Tenant given within sixty (60) days after that date; or

(b) To commence within sixty (60) days of receipt of the proceeds of the insurance settlement the restoration of the Premises to a tenantable condition, which restoration Landlord shall pursue with due diligence. In the event Landlord elects to restore the Premises, this Lease shall remain in force and effect and Base and Additional Rent shall be due and payable upon delivery of the Premises to Tenant in a tenantable condition.

10.02 Partial Damage - If the Premises are damaged but not rendered totally untenantable by and of the events set forth above, or if restoration of the Premises can be completed within one hundred eighty (180) days, provided that Landlord shall not have terminated this Lease pursuant to subparagraph 10.01 above, then Base and Additional Rent shall abate in such proportion as the Premises have been damaged and Landlord shall proceed to

restore the Premises, whereupon Base and Additional Rent shall be due and payable in a proportion equal to the tenantability of the premises. Landlord shall not be obligated to expend any sums for repair or rebuilding which are greater than the proceeds of any insurance policy carried by Landlord. In no event shall Base and Additional Rent abate if the damage or destruction of the Premises, whether total or partial, is the result of the negligence of Tenant, its officers, agents, employees, guests or invitees. Landlord shall have no liability under any circumstances for any business losses of Tenant, or for any losses to Tenant's Personal Property caused by any casualty occurrence as contemplated herein or for the restoration or replacement of any Tenant improvements. No damages will have accrued to Tenant, nor shall any termination privilege become operable against Landlord for delays which may occur because of adjustment of any insurance claim by Landlord, or for any delay not reasonably within Landlord's control.

ARTICLE 11 - CONDEMNATION

11.01 Total or Partial Taking - If during the Lease Term, the whole of the Premises, or such a portion thereof as will make the Premises unusable for the purpose leased, shall be condemned or taken in any manner for public use, then in either event Landlord shall have the option to cancel this Lease as of the date of the vesting of title in such public authority. Landlord shall be entitled to the entire award for such taking except for any claim of the Tenant pursuant to Florida Statutes Section 73.071 (3)(b) for injury, damage or destruction of Tenant's business accomplished by such taking or any amount specifically awarded to Tenant for the taking of its Personal Property.

If a portion of the Premises or the Common Areas associated therewith is condemned or taken in any manner for public use, so as not to make the remaining portion of the Premises unusable for the purpose leased, this Lease shall not terminate but shall continue, and the Base and Additional Rent shall abate proportionately as to the portion taken. However, no rent abatement shall occur if the portion taken does not affect the tenant's use of the premises including square footage and parking. In no event shall Landlord be liable to Tenant for any business interruption, diminution in use or for any value of the unexpired Term.

ARTICLE 12 - ASSIGNMENT AND MORTGAGE

12.01 Prohibitions - Tenant for itself, its heirs, successors or assigns, expressly covenants that it shall not assign, mortgage or encumber this Lease, nor sublet, or suffer or permit the Premises or any part thereof to be used by others, without the prior written consent of Landlord in each instance, which consent may be granted or withheld in the sole discretion of Landlord. If this Lease be assigned, or if the Premises or any part thereof be sublet or occupied by anyone other than Tenant, Landlord may, after default by Tenant, collect Base and Additional Rent from the assignee, subtenant or occupant, and apply the net amount collected to the Base and Additional Rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as a tenant, or a release of Tenant from the further performance by Tenant of the covenants herein contained. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or subletting. Tenant shall be required to pay all costs, including reasonable attorney's fees, incurred by Landlord for reviewing and documenting any assignments, subleases, or other transfers of the Lease requested by Tenant.

ARTICLE 13 - HOLDING OVER, SUCCESSORS

13.01 Holding Over - This Lease and the tenancy hereby created shall cease and terminate at the end of the Term hereof, or any extension or renewal thereof, without the necessity of Notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives Notice to vacate the Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of premises from a tenant holding over to the extent as if statutory notice has been given.

Any holding over after the expiration of the Term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at a rate Fifteen (15) percent greater than the Base and Additional Rent herein specified for the last Lease Year (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

13.02 Successors - All rights and liabilities herein given to or imposed upon the parties hereto shall inure to the benefit of and be binding upon their respective heirs, executors, administrators, successors and assigns, and if there shall be more than one Tenant they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided elsewhere in this Lease.

ARTICLE 14 - SUBORDINATION, ATTORNMENT, ESTOPPEL

14.01 Subordination - Tenant agrees that this Lease shall at all times be subject and subordinate to the lien of any and all mortgages, reciprocal easement agreements or operating agreements, if any, now or hereinafter placed by Landlord on the Premises, the Shopping Center, or the Land and all renewals, modifications, consolidations, participations, replacements and extensions thereof; and Tenant agrees from time to time to execute, acknowledge and deliver any instruments of subordination required by any mortgagee or other person with an interest in the Premises, the Shopping Center, or the Land.

14.02 Attornment - Upon the transfer of any or all of Landlord's interest in this Lease, or any or all of Landlord's interest in the Land, or both, regardless of whether such transfer is characterized as voluntary or by operation of law, conditional or unconditional, absolute or as security for performance of an obligation, Tenant agrees to execute, acknowledge, and deliver to such transferee, upon demand, any and all instruments of attornment required by such transferee. Tenant additionally agrees to execute and deliver to such transferee, either prior to or simultaneously with such transfer, a signed writing acknowledging the status of this Lease. Upon the absolute transfer of the reversion to any party, the person executing this Lease as Landlord shall thereupon be relieved of any and all further obligations to Tenant hereunder.

14.03 Estoppel Certificate - Within ten (10) days after the request by Landlord, Tenant shall deliver to Landlord a written and acknowledged statement certifying that Tenant has accepted possession of the Premises, that this Lease is unmodified and in full force and effect (or, if there have been modifications, that same is in full force and effect as modified, and stating the modifications), the Tenant has no defenses or rights of offset as to its Lease obligations and the dates to which the rent and all other charges have been paid in advance, if any, it being intended that any such statement being delivered pursuant to this article may be relied upon by any prospective purchaser or mortgagee of the fee of the Premises, the Shopping Center or the Land.

14.04 Power of Attorney - Tenant upon request of any party in interest, shall execute promptly such instruments or certificates to carry out the intent of this Article. Tenant irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant, such instrument or certificates as are described in this Article.

ARTICLE 15 - GENERAL PROVISIONS

15.01 Notice - No notice, request, consent, approval, waiver or other communication ("Notice" or "Notices") under this Lease shall be effective unless same is in writing and mailed, postage prepaid, addressed as follows:

(a) If intended for Landlord, a Notice shall be effective if mailed by certified mail, return receipt requested, to the address set forth in Article I of this Agreement, or to such other address as Landlord may designate to Tenant from time to time, in accordance with the provisions of this paragraph.

(b) If intended for Tenant, a Notice shall be effective if mailed by registered or certified mail, return receipt requested, at the address set forth in Article I of this Agreement, or to such other address as Tenant may designate to Landlord from time to time, in accordance with the provisions of this paragraph. A Notice to Tenant shall also be in all respects effective if hand-delivered to Tenant or Tenant's manager at the Premises.

(c) Notice shall be deemed given on the delivery date specified on the mail receipt, or if hand delivered, on date of delivery.

15.02 Quiet Enjoyment - Landlord agrees that if Tenant shall timely pay the Base and Additional Rent

and all other charges provided for in this Lease, and shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall peaceably and quietly enjoy the Premises in accordance with the terms of this Lease without any interruption or disturbance from Landlord.

15.03 No Representation by Landlord - Neither Landlord nor Landlord's agents have made any representations or promises with respect to the physical condition of the Shopping Center or the Premises, the rents, leases, expenses of operation or any other matter or thing affecting or related to the Premises except as herein expressly set forth, and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. Tenant has inspected the Shopping Center and the Premises and represents that it is thoroughly acquainted with their respective conditions, and agrees to take the Premises **AS-IS** and acknowledges that the taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises and the Shopping Center were in satisfactory condition at the time such possession was so taken.

15.04 Integration, Modification and Waiver - This instrument contains all the agreements and conditions made between the parties hereto and may not be modified, changed, or terminated, in whole or in part, orally, or in any manner other than by an agreement in writing, signed by all the parties hereto or their respective successors in interest. The receipt of any payments from Tenant by Landlord with knowledge of any breach of the Lease by Tenant or of any default on the part of the Tenant in the observance or performance of any of the conditions or covenants of this Lease shall not be deemed to be a waiver of any provision of this Lease. No waiver of any default on the part of Tenant nor any extension of time by Landlord to Tenant for any purpose whatsoever shall be held or deemed to be a waiver of any of the provisions or terms of this Lease or any default thereafter occurring. If Tenant makes any payment of any amount less than that due hereunder, Landlord, without Notice to Tenant, may accept the same as payment on account and the Landlord shall not be bound by any notation on any check involving such payment nor any statement in any accompanying letter. No Failure on the part of Landlord to enforce any covenant or provision herein contained, nor any waiver of any right hereunder by Landlord, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of Landlord to enforce the same in the event of any subsequent breach or default. The receipt by Landlord of any rent or other sum of money or any other consideration hereunder paid by Tenant after the termination, in any manner, of the Term herein demised, or after the giving by Landlord of any Notice hereunder to effectuate such termination, shall not reinstate, continue, or extend the Term herein demised, or destroy, or in any manner impair the efficacy of any such Notice of termination as may have been given hereunder by Landlord to Tenant prior to the receipt of any such sum or money or other consideration, unless so agreed in writing and signed by the Landlord. Neither the acceptance of keys nor any other act or thing done by Landlord, its agent or employees during the Term herein demised shall be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing signed by the Landlord accepting or agreeing to accept such a surrender. Any right herein granted to the Landlord to terminate this Lease shall apply to any extension or renewal of the Term, and the exercise of any such right during the Term shall terminate any extension or renewal of the Term, and any right on the part of Tenant thereto. No act or conduct of any nature or character on the part of Landlord, its agents or employees other than an agreement in writing signed by the Landlord, shall be construed as a waiver of the provisions of this paragraph irrespective of any circumstances existing at the time of such act or conduct. Regardless of any other understanding, this Lease is not to be considered effective until fully executed by both Landlord and Tenant.

15.05 Captions and Section Numbers - The captions, section numbers and article numbers are an index and are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

15.06 Net Lease - Landlord and Tenant hereby agree that this lease shall be a net, net, net lease as the term is commonly used in the trade and this lease shall be interpreted as such.

15.07 Partial Invalidity - If any provision of this Lease or the application of any provision of this Lease to any person or circumstances shall be invalid or unenforceable, to any extent, the remainder of the Lease, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

15.08 Governing Law - This Lease shall be construed according to the laws of the State of Florida.

15.09 Time - Time is of the essence with respect to the mutual performance of all terms and covenants contained in this Lease.

15.10 Radon Gas - Radon is 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 and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

15.11 Environmental Cleanup Provisions - Tenant shall at all times save, hold harmless and indemnify Landlord and other tenants of and from all liability arising out of the introduction of hazardous substances as defined by applicable law into the Building and/or the Premises by Tenant, its officers, employees, agents and contractors. Tenant shall further be responsible for all liability for fines, assessments and charges by governmental entities with respect to the Premises or the Building arising from such actions on the part of Tenant.

If during the term of this Lease, or any extension or renewal thereof, legislation, regulation, or official policy is enacted or adopted which requires an environmental report or assessment of the Premises prior to or at the time of or immediately following termination of this Lease or vacation of the Premises by Tenant, then Tenant, at its sole expense, shall procure such environmental assessment or report and provide an original of same to Landlord. In the event any cleanup is required (except to the extent such cleanup is occasioned by items installed in the Building and/or Premises by Landlord), then Tenant shall at its sole expense, perform such cleanup (including, without limitation, removal of hazardous materials and replacement thereof to the extent reasonably necessary with non-hazardous materials) and the term of the Lease shall be extended for the time necessary for Tenant to accomplish this. Rent for the period of any extension of the term required hereby shall be 45% of the rental for the previous year, prorated for the period of time during which the term is extended.

In the event Tenant defaults in its obligations under this paragraph or section, Landlord shall be entitled to take the necessary steps and pay the reasonable costs incurred in good faith in connection therewith and shall be promptly reimbursed by Tenant for same upon invoice. The intent of this paragraph or section is for Tenant to be solely responsible for safe removal and legal disposal of hazardous substances introduced into the Premises by Tenant but Tenant shall not be responsible for conditions existing prior to the commencement of its tenancy. Tenant's responsibility hereunder shall include responsibility for materials specified by Tenant for installation by Landlord where such materials are not Building Standard materials.

Whether or not any such legislation, regulation, or policy is adopted or enacted, Tenant shall always be responsible for the safe removal of hazardous substances (as defined by applicable law) from the Premises and safe disposal thereof in accordance with all legal requirement.

15.12 Brokers - Tenant represents and warrants that it neither consulted nor negotiated with any broker or finder with regard to the leased premises other than _____.
Tenant agrees to indemnify, defend and save Landlord harmless from and against any claims for fees or commissions from anyone other than the aforementioned brokers with whom Tenant had dealt in connection with the demised premises or this Lease. Landlord agrees to pay any commission or fee owing to the above named broker.

15.13 Evidence of Authority - If requested by Landlord, Tenant shall furnish appropriate legal documentation evidencing the valid existence and good standing of tenant and the authority of any persons signing this Lease to act for Tenant.

15.14 Recordation - This Lease shall not be recorded without the prior consent of Landlord. Upon request of Landlord, Tenant shall execute a short form of this Lease which may be recorded at Landlord's discretion.

15.15 Schedules - Any Schedules which are attached hereto are an integral part of this Lease.

15.16 Survival - All Tenant's representations, warranties and covenants contained herein shall survive

execution of the Lease.

15.17 Attorneys' Fees - In the event either party hereto brings or commences legal proceedings to enforce any of the terms of this lease, the successful party shall then be entitled to receive from the other of said parties, in every such action commenced, a reasonable sum as attorneys' fees and costs, including all fees and costs incurred upon any appeals, to be fixed by the court in the same action.

15.18 Entire Agreement Instrument - All of the agreements heretofore and contemporaneously made by the parties are contained in this lease and all schedules attached hereto and cannot be modified in any respect except by a writing executed and signed by Landlord and Tenant.

15.19 Non-Disclosure - Tenant agrees that it absolutely will not divulge or disclose to third parties (other than its own attorneys, accountants, auditors, etc., and then only for professional purposes) the terms, provisions and contents of this Lease. Tenant's breach of the foregoing sentence shall constitute an "automatic" (i.e., no curative notice will be required by Tenant) default of this Lease; furthermore such breach will cause the rent and other monies payable by Tenant to Landlord under this Lease to become the "fair market rental rate" charged by Landlord for similar space all retroactive to the original commencement date of the execution of the Lease.

15.20 ADA Requirements - Landlord also warrants that said Shopping Center, to the best of Landlord's knowledge, complies in all respects with the requirements of applicable provisions of the Americans with Disabilities Act (Public Law 101-336: 104 Stat. 327) and with the requirements of applicable regulations promulgated thereunder by the Department of Justice (28 CFR Part 36) and the Equal Employment Opportunity Commission (29 CFR Part 1630) in effect on the first day of the term of this lease or that are known to become effective during the term hereof. Landlord at his expense, shall be responsible for making and shall make all modifications to the common areas of the shopping center that are required by the American with Disabilities Act and regulations promulgated thereunder during the term of this lease or during the term of any renewal or extension hereof.

Within ten (10) days after receipt, Tenant shall advise the Landlord in writing and provide Landlord with copies of (as applicable), any notices alleging violation of the Americans with Disabilities Act of 1990 ("ADA") relating to any portion of the Property or of the Premises that have not been altered by Tenant; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Property or of the Premises that is Landlord's responsibility; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Property or Premises that is Landlord's responsibility. Tenant is to make changes necessary immediately to bring the premises in compliance with the ADA regulation, if such are resulting from Tenant's acts and/or modifications.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the date herein below set forth.

LANDLORD:

TENANT:

WITNESSES:

WITNESSES:

SCHEDULE "A"
DESCRIPTION OF LEASED PREMISES

SAMPLE

SCHEDULE "B"
DESCRIPTION OF LANDLORD'S AND TENANT'S WORK

Tenant has walked through and inspected the premises and accepts them in "As Is" condition. Air conditioning unit will be checked by Landlord and shall be in operating condition. Existing water heater is available to Tenant for its use, if interested, but repairs and maintenance shall be the responsibility of the Tenant.

Build-out, remodeling, and/or improvements shall be at Tenant's expense and in compliance with all the agencies involved with such remodeling or alterations, including compliance with the ADA (Americans with Disability Act of 1990), since changes are resulting from Tenant's acts and/or modifications. Also, Tenant needs to obtain other permits or licenses required to operate _____, if any. Tenant will only use licensed and insured contractors. Lessee shall submit build-out plans to Lessor within ten (10) days of Effective Date. Lessor shall have ten (10) days to approve build-out plans. Existing store-front fascia sign is not included with the leasing of the premises.

Tenant shall enjoy free rent during the first _____ months of the first year, from _____ through _____. This will be the Landlord's contribution toward Tenant's build-out, improvements, and/or remodeling.

SCHEDULE "C"
AMENDMENTS

BY AND BETWEEN _____ (hereinafter referred to as "Landlord"),
whose address is _____
and _____ (hereinafter referred to as "Tenant"), for the Leased
Premises whose street address is _____.

Item 1 - Page 3, Article 2, subparagraph 2.01 Monthly Base Rent and 2.02 Monthly Additional Rent are as stated,
except for the following:

Base Rent
*Additional Rent
**Sales Tax
Total Monthly Rent

Item 2 - Page 4, Article 2, subparagraph 2.04 Increases in Base Rent are as stated, except for the following:

Base Rent
*Additional Rent
**Sales Tax
Total Monthly Rent

*Additional Rent charge is estimated and will be adjusted according to conditions stated in 2.02 Monthly Additional Rent.

Rent.

** Together with applicable Florida State and Local Sales Tax, if any.

Item 3 - Tenant may have possession of the Leased Premises upon delivery of a fully executed lease and a check in the amount of \$ _____ (rent and security deposit) to Landlord's Agent for Landlord's signature and approval.

SCHEDULE "D"

RULES AND REGULATIONS

1. Landlord agrees to furnish two keys without charge. Additional keys will be paid for by Tenant.
2. Each Tenant must keep its front sidewalk, as well as the back of the premises clean and orderly at all times. No sidewalk or parking lot signs or sales displays will be allowed, unless approved by Landlord.
3. Illuminated, store-front marquee signs are mandatory for each Tenant, with design approval by Landlord. Also, each Tenant will be required to purchase sign panels for the Plaza's roadside sign. These panels must conform to the others' original design.
4. Tenant shall be responsible for periodic pest control inside its unit, for changing its air conditioning filters at least once a month, and for keeping the air conditioning units under service maintenance contracts at Tenant's expense. Electricity is individually metered to each tenant and shall be payable to Florida Power Corporation. For water usage payment, refer to Lease Agreement.
5. Tenant shall ONLY use licensed, certified and insured contractors and shall submit the names of any contractors, contractor's representatives and installation technicians rendering any service on or to the leased premises for Tenant, to Landlord for Landlord's approval before performance of any contractual services. This provision shall apply to all work performed on or about the leased premises or project, including and most importantly **installation of electrical signs**, electrical devices and attachments and installations of any nature affecting floors, walls, wood work, trim, windows, ceilings, and equipment or any other physical portion of the leased premises or project. Tenant will also secure Landlord's approval for making any improvements or alterations to the leased premises. (refer to schedule regarding buildout, if applicable).
6. Tenant shall not at any time occupy any part of the leased premises or project as sleeping or lodging quarters.
7. Tenant shall not place, install, or operate on the leased premises or in any part of the building or project, any engine, stove, or machinery; or conduct mechanical operations or cook thereon or therein, or place or use in or about the leased premises or project any explosives, gasoline, kerosene, oil, acids, caustics, or any flammable, explosive or hazardous material, or any device that will increase the fire risk of the Landlord, without written consent of Landlord.
8. Landlord will not be responsible for lost or stolen personal property, equipment, money or jewelry from the leased premises or the project regardless of whether such loss occurs when the area is locked against entry or not. Tenant should carry personal content's liability insurance to cover this and any other personal property risks at his own cost and expense.
9. No dogs, cats, fowl, or other animals shall be brought into or kept in or about the leased premises or project, except by written consent of the Landlord and by posting a special damage deposit. Seeing-eye dogs will be allowed on the premises at any time when necessary.
10. Employees of Landlord shall not receive or carry messages for or to any Tenant or other person, nor contract with or render free or paid services to any Tenant or Tenant's agents employees or invitees.
11. None of the parking, plaza, recreation or lawn area, entries, passages, doors, elevators, hallways, or stairways shall be blocked or obstructed, or any rubbish, litter, trash, or material of any nature placed, emptied, or thrown into these areas or such area be used by Tenant's agents, employees or invitees at any time for purposes inconsistent with their designation by Landlord. All garbage and refuse shall be disposed of in the kind of container or dumpster specified by Landlord. If it doesn't fit, cardboard and boxes need to be dis-assembled and placed in the corresponding dumpster. If at any time the dumpsters are full, Tenant shall notify Landlord immediately and Tenant shall not leave the trash on the ground, but should keep it inside the leased premises until space is available in the dumpsters.

12. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse, or by the defacing or injury of any part of the leased premises or project shall be borne by the Tenant. No person shall waste water by interfering with the faucets in the parking area or otherwise.

13. At no time will any motor vehicle be washed, detailed, or cleaned at the center or at the parking lot, nor the common areas. Water shall not be used for personal, non-business related use.

14. Tenant and its employees will use the parking to the sides of the building first, then those across from the leased premises. Tenant needs to notify Landlord in advance if needing to leave any vehicles overnight. No inoperative or vehicles without a license tag will be allowed in the parking area at any time as well as boats, trailers, or recreational vehicles.

15. No sale of pornographic material or mating finding services, or any kind of related activities or services, on or from the leased premises will be permitted or tolerated. Violation will cause the cancellation of the lease, immediate eviction, and all deposits will be forfeited. Tenant will not hold Landlord liable for any of the consequences and expenses that this action may cause.

LANDLORD reserves the right to amend these rules and regulations from time to time in the best interest of _____ Shopping Center and its Tenants. Any future Amendments to these Rules and regulations shall become immediately effective upon receipt of same by Tenant in writing.

TENANT acknowledges receipt of these rules and regulations and will abide by them during the term of the lease. Tenant will be notified in writing of any changes.

TENANT

By: _____
date