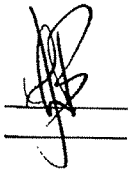


EXHIBIT A
SHOPPING CENTER PLAN

Landlord

63339-12



Tenant



EXHIBIT B

LEGAL DESCRIPTION OF LAND

Landlord
63339-12



Tenant



EXHIBIT B

LEGAL DESCRIPTION OF SHOPPING CENTER

20 ACRE COMMERCIAL

A portion of DONN ACRES, according to the Plat thereof, as recorded in Plat Book 76, at Page 30, of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 34, Township 51 South, Range 42 East; thence run South $1^{\circ}59'03''$ East, along the Easterly line of said Section 34, for 709.14 feet; thence run South $88^{\circ}00'57''$ West for 40.00 feet; thence run South $88^{\circ}26'03''$ West for 1953.55 feet to the Point of Beginning, said Point of Beginning bearing South $72^{\circ}44'41''$ East from the center of the next described circular curve; thence run Southwesterly, along a circular curve to the right having for its elements a central angle of $5^{\circ}27'59''$ and a radius of 4752.05 feet, for an arc distance of 453.38 feet to a point of tangency; thence run South $22^{\circ}43'18''$ West for 574.92 feet; thence run South $88^{\circ}12'28''$ West for 900.39 feet; thence run North $02^{\circ}37'40''$ West for 53.70 feet; thence run North $22^{\circ}43'18''$ East for 899.97 feet to a point of curvature; thence run Northeasterly, along a circular curve to the left having for its elements a central angle of $00^{\circ}57'39''$ and a radius of 3909.83 feet, for an arc distance of 65.57 feet to a point of reverse curvature; thence run Northeasterly, along a circular curve to the right having for its elements a central angle of $66^{\circ}40'24''$ and a radius of 25.00 feet, for an arc distance of 29.09 feet to a point of tangency; thence run North $88^{\circ}26'03''$ East for 884.75 feet to the Point of Beginning

AND

"WESTERLY 5 ACRES"

A portion of DONN ACRES, according to the Plat thereof, as recorded in Plat Book 76, at Page 30, of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 34, Township 51 South, Range 42 East; thence run South $01^{\circ}59'03''$ East, along the Easterly line of said Section 34, for 709.14 feet; thence run South $88^{\circ}00'57''$ West for 40.00 feet; thence run South $88^{\circ}26'03''$ West for 1729.66 feet to the Point of Beginning, said Point of Beginning bearing South $73^{\circ}32'11''$ East from the center of the next mentioned circular curve; thence run Southwesterly, along a circular curve to the right having for its elements a central angle of $6^{\circ}15'29''$ and a radius of 4964.09 feet, for an arc distance of 542.20 feet to a point of tangency; thence run South $22^{\circ}43'18''$ West for 481.87 feet; thence run South $88^{\circ}12'28''$ West for 233.05 feet; thence run North $22^{\circ}43'18''$ East for 574.92 feet to a point of curvature; thence run Northeasterly, along a circular curve to the left having for its elements a central angle of $5^{\circ}27'59''$ and a radius of 4752.05 feet, for an arc distance of 453.38 feet; thence run North $88^{\circ}26'03''$ East for 223.89 feet to the Point of Beginning

LESS AND EXCEPT THE FOLLOWING TWO PARCELS:

Landlord

37A

Tenant

EXHIBIT B

11.18 acres REVISED TARGET TRACT

A portion of DONN ACRES, according to the Plat thereof, as recorded in Plat Book 76, at Page 30, of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 34, Township 51 South, Range 42 East; thence run South $1^{\circ}59'03''$ East, along the Easterly line of said Section 34, for 709.14 feet; thence run South $88^{\circ}00'57''$ West for 40.00 feet; thence run South $88^{\circ}26'03''$ West for 1729.66 feet to the Point of Beginning, said Point of Beginning bearing South $73^{\circ}32'11''$ East from the center of the next mentioned circular curve; thence run Southwesterly, along a circular curve to the right having for its elements a central angle of $6^{\circ}15'29''$ and a radius of 4964.09 feet, for an arc distance of 542.20 feet to a point of tangency; thence run South $22^{\circ}43'18''$ West for 481.87 feet; thence run South $88^{\circ}12'28''$ West for 443.74 feet; thence run North $1^{\circ}47'32''$ West for 43.00 feet; thence run North $88^{\circ}12'20''$ East for 36.85 feet; thence run North $22^{\circ}12'20''$ East for 29.54 feet; thence run North $88^{\circ}12'28''$ East for 205.37 feet; thence run North $22^{\circ}43'18''$ East for 173.32 feet; thence run South $67^{\circ}16'42''$ East for 77.96 feet; thence run North $22^{\circ}43'18''$ East for 54.35 feet; thence run South $67^{\circ}16'42''$ East for 12.00 feet; thence run North $22^{\circ}43'18''$ East for 177.39 feet; thence run North $67^{\circ}47'40''$ West for 67.44 feet; thence run North $22^{\circ}12'20''$ East for 8.00 feet; thence run North $67^{\circ}47'40''$ West for 233.75 feet; thence run South $16^{\circ}13'53''$ West for 46.40 feet; thence run North $67^{\circ}19'56''$ West for 454.63 feet; thence run North $22^{\circ}40'04''$ East for 172.71 feet; thence run North $1^{\circ}47'40''$ West for 114.53 feet; thence run North $88^{\circ}26'03''$ East for 965.72 feet to the Point of Beginning

CHABAD HOUSE LEGAL:
A PORTION OF TRACTS A, B AND C, DONN ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 76, AT PAGE 30, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

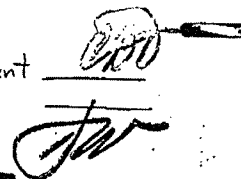
COMMENCE AT THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 51 SOUTH, RANGE 42 EAST; THENCE RUN SOUTH $01^{\circ}59'03''$ EAST, ALONG THE EASTERLY LINE OF SAID SECTION 34, FOR 659.14 FEET; THENCE RUN SOUTH $88^{\circ}00'57''$ WEST FOR 40.00 FEET; THENCE RUN SOUTH $01^{\circ}59'03''$ EAST FOR 50.00 FEET; THENCE RUN SOUTH $88^{\circ}26'03''$ WEST FOR 1953.55 FEET TO A POINT; SAID POINT BEARING SOUTH $72^{\circ}44'41''$ EAST FROM THE CENTER OF THE NEXT DESCRIBED CURVE; THENCE RUN SOUTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF $05^{\circ}27'59''$ AND A RADIUS OF 4752.05 FEET, FOR AN ARC DISTANCE OF 453.38 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH $22^{\circ}43'18''$ WEST FOR 574.92 FEET; THENCE RUN SOUTH $88^{\circ}12'28''$ WEST FOR 265.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $88^{\circ}12'28''$ WEST FOR 634.70 FEET; THENCE RUN NORTH $2^{\circ}37'40''$ WEST FOR 25.00 FEET; THENCE RUN NORTH $88^{\circ}12'28''$ EAST FOR 634.57 FEET; THENCE RUN SOUTH $2^{\circ}55'32''$ EAST FOR 25.00 FEET TO THE POINT OF BEGINNING.

Landlord



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Tenant



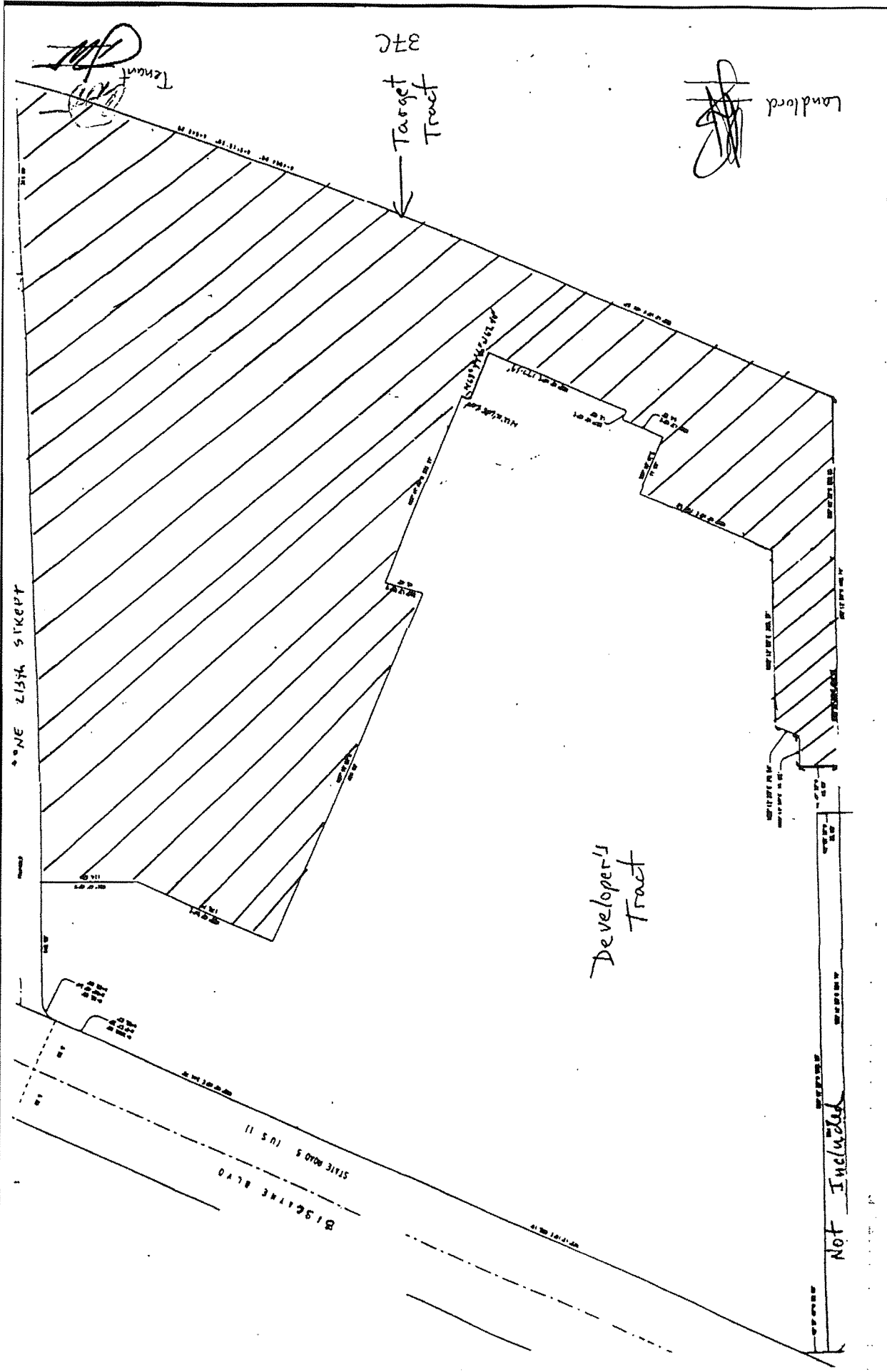


EXHIBIT C

COMMENCEMENT DATE CERTIFICATE

THIS COMMENCEMENT DATE CERTIFICATE is made as of the ____ day of _____, 199__, by and between _____ (hereinafter called "Landlord") and PETsMART, Inc. (hereinafter called "Tenant").

RECITALS:

A. Landlord and Tenant have entered into a Lease (the "Lease") dated as of _____, 1996, whereby Landlord leased to Tenant, and Tenant leased from Landlord, certain real property located in the County of Dade, State of Florida, which real property is outlined in black and cross-hatched on Exhibit A attached to the Lease.

B. In accordance with Article 3 of the Lease, Landlord and Tenant desire to set forth herein the date that the Term of the Lease had commenced (the "Commencement Date"), the date of expiration of the initial Term of the Lease and the commencement dates of the Renewal Periods.

NOW THEREFORE, the parties hereby agree as follows:

1. Landlord hereby certifies that all Landlord's Delivery Obligations (as defined in Article 8 of the Lease) were fulfilled and the Delivery Date occurred on _____, 199__.
2. The Commencement Date (as defined in Article 3 of the Lease) is hereby established as _____, 199__.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Commencement Date Certificate to be executed as of the day and year first above written.

LANDLORD:

TENANT:

AVENTURA COMMONS ASSOCIATES, LTD., a Florida limited partnership

PETsMART, Inc., a Delaware corporation

Signature

Signature

Title

Title

Landlord
63339-12



Tenant



EXHIBIT D

CONSTRUCTION REQUIREMENTS

1. **General.** Landlord covenants and agrees that on or prior to ^{Oct 15, 1997} ~~May 1, 1997~~, it will commence the construction of Tenant's Building and will, within the time herein specified, at Landlord's sole cost and expense, erect and complete Tenant's Building on the Premises and any other Improvements required to be built by Landlord in accordance with the provisions of this Lease free of any mechanics' or materialmen's liens and having the dimensions specified herein; and that Tenant's Building and any such other Improvements shall be constructed in accordance with Final Plans and Specifications and Change Orders to be approved by Tenant and prepared by the architect named in paragraph F of the Fundamental Lease Provisions (or, if no such Architect is specified, by an architect selected by Tenant) (the "Architect").

2. **Final Plans and Specifications.** Landlord shall use prototypical plans and specifications dated October 1, 1996 for a building of the size and type contemplated by the Lease, and Landlord shall execute a document in form reasonably satisfactory to Tenant acknowledging receipt thereof. Such prototypical plans and specifications will remain the property of Tenant, are proprietary and will be kept confidential and will not be used by Landlord for any purpose except as provided herein. Landlord, at Landlord's sole cost and expense, shall provide to the Architect a current soil test report with foundation and paving recommendations prepared by an engineer licensed in the state where the Premises are located and shall promptly cause the Architect to prepare the architectural, structural, mechanical, plumbing and electrical plans and specifications for Tenant's Building and any other Improvements required to be built by Landlord in accordance with the provisions of this Lease. Landlord shall submit to Tenant for Tenant's review complete preliminary plans and specifications within thirty (30) days after Tenant's receipt of the soils report with respect to Tenant's Building pad and Tenant agrees to promptly review every submission of the preliminary plans and specifications and in each case to approve same or to state what changes, if any, Tenant requires therein. If Tenant requires any changes, Landlord shall promptly cause the Architect to change such preliminary plans and specifications in accordance with any reasonable requirements of Tenant and shall promptly resubmit the same to Tenant for Tenant's review. The changes and resubmissions shall continue until Tenant shall have approved such plans and specifications (such approval not to be unreasonably withheld) whereupon Landlord shall submit such plans and specifications in the form approved by Tenant to all applicable public authorities or private parties having approval rights in order to obtain any engineering, architectural or other approvals required in connection with zoning, use restrictions, fire or public safety requirements, building permits or otherwise. Any changes in such plans and specifications required by any such public authority or private party shall be submitted promptly to Tenant and subject to Tenant's approval, which shall not be unreasonably withheld. Such plans and specifications, in the form approved by Landlord, Tenant and all applicable public authorities or private parties having approval rights, are referred to herein and in the Lease as the "Final Plans and Specifications." Tenant shall approve or disapprove in writing any submission made hereunder or state in writing what changes Tenant requires therein on or before the twentieth (20th) day after such submission, with respect to the original submission of the preliminary plans and specifications and as soon as possible thereafter but in no event to exceed the tenth (10th) day after any resubmission. Tenant's approval of the Final Plans and Specifications shall not constitute an opinion or agreement by Tenant that the Tenant's Building is structurally sufficient or that the Final Plans and Specifications are in compliance with law. Landlord shall be solely responsible to assure that the Final Plans and Specifications comply with all applicable building code or other legal requirements and private restrictions. When the Final Plans and Specifications are approved by Tenant, Landlord shall provide Tenant with two (2) sets thereof and Landlord and Tenant shall initial counterparts thereof. The Final Plans and Specifications, when approved by Tenant, shall supersede any inconsistent provision of this Exhibit D or of the outline specifications annexed hereto as Exhibit E.

3. **Change Orders.** The Final Plans and Specifications shall not be changed by Landlord without the prior written approval of Tenant. Tenant agrees that it shall not withhold its consent to changes required by law or for changes to the Final Plans and Specifications due to

Landlord _____
63339-12

Tenant _____

Tenant for damage to any property stored on the Premises by Tenant except for damages caused by the gross negligence of Landlord or its employees, contractors or agents; (2) Tenant shall not unreasonably interfere with Landlord's construction work on the Premises; and (3) Tenant shall provide Landlord, prior to such entry, certificates of insurance naming Landlord and all Mortgagees who comply with the provisions of this Lease and of whom Tenant has actual knowledge as an additional insured. Tenant's authority to act under this paragraph shall not give rise to any duty to inspect the work or notify Landlord of any defect in construction or other failure to comply with the requirements of the Lease.

8. **Hard Building Costs.** Landlord shall provide to Tenant a statement of the Hard Building Costs when and as provided in paragraph 2 of Part 2 of Exhibit H and shall permit Tenant or Tenant's auditors, with reasonable notice, to inspect all records for all of Landlord's costs pertaining to the construction of Tenant's Building. If Landlord's statement of the Hard Building Costs exceed the actual Hard Building Costs by three percent (3%) or more, Landlord shall pay for the cost of the audit and shall not be deemed to have complied with its obligation to deliver such report until the conclusion of such audit. If Landlord fails to maintain all reasonable and customary documentation to substantiate any costs, such unsupported costs shall be excluded from the Hard Building Costs. The term "Hard Building Costs" shall mean and include only the costs of construction materials and direct labor costs including architectural costs, payment and performance bonds, sales, use or other taxes, and sidewalks necessary to build Tenant's Building from a pad-ready site in accordance with the Final Plans and Specifications and Change Orders and shall exclude: engineering, accounting, legal or other professional fees or costs (except those directly related to Change Orders, if any); demolition, grading, compaction, excavation, fill or other site preparation or clean up work; correction of, or alteration of design to compensate for, adverse site conditions, such as slope, drainage or soil conditions, including without limitation retaining walls, drainage ditches or retention basins or extraordinary structural support; development fees; impact or tap fees; Landlord or other private or governmental requirements pertaining to the facade or exterior design of Tenant's Building which increase costs beyond those of Tenant's prototypical design as described in Exhibit E; brokerage fees; work on the Common Area or any other Improvements which are not a part of Tenant's Building, including without limitation drive lanes, parking lot construction, lighting, landscaping or other similar construction; costs of installing utilities to within five (5) feet of the perimeter of Tenant's Building at the location appropriate for connection as shown in the Final Plans and Specifications; increased costs resulting from field changes required by site conditions or from replacement of the general contractor or any subcontractor; licenses or permits; abatement or remediation of any asbestos or other hazardous or toxic substances of any kind; any other costs not directly related to the actual construction of Tenant's Building; or any of the following expenses, except to the extent customarily included in contractors' profit, overhead or general conditions and actually so included without separate allowance or change therefor under a construction contract or subcontract awarded pursuant to competitive bidding as provided in paragraph 4 of this Exhibit D; management fees; insurance; transportation or storage charges; Landlord's overhead; Landlord's office expenses; salaries of Landlord's executive or administrative personnel; travel, meals or lodging expenses; testing fees; temporary facilities; capital costs or interest expense; correction or repair of non-conforming work; or equipment rental or repair (unless used directly in constructing Tenant's Building). For purposes of this paragraph, the following terms shall have the meanings provided below: (i) "construction materials" shall mean and be limited to materials and equipment actually incorporated into and constituting a permanent part of Tenant's Building; (ii) "direct labor costs" shall mean the wages paid to persons, whether employed by Landlord or any contractor or subcontractor, performing construction work on and at the site of Tenant's Building including, "labor burden" or other costs based on such wages; and (iii) "pad-ready site" shall mean a level, buildable site with all necessary fill and/or excavation free from adverse soil conditions or access restrictions and having all necessary utilities installed and stubbed to within five (5) feet of the perimeter of Tenant's Building.

9. **Deadlines for Commencement and Delivery.** Landlord shall use diligent efforts to cause the Delivery Date to occur on or before the date set forth in paragraph C(iii) of the Fundamental Lease Provisions. If construction has not commenced on or before the date set forth in paragraph 1 above, or if the Delivery Date shall not have occurred on or before ~~March 14, 1998~~ ^{Sept 14, 1998}, Tenant shall have the right, in addition to any other right or remedy, to: (1) extend such

Landlord
63339-12



Tenant



deadline to a date not more than three (3) months from the date provided herein or from any previously extended deadline, as the case may be; or (2) terminate this Lease by giving not less than thirty (30) days' prior written notice to Landlord and, upon the expiration of such thirty (30) day notice period, this Lease and the Term hereof shall immediately cease and expire, unless Tenant waives this requirement or further extends such deadline prior to the termination date; provided, however, that if Landlord either commences construction or fulfills all of its Delivery Obligations, as applicable, prior to the expiration of said thirty (30) day notice period, then such notice of termination shall be deemed to be rescinded. In the event this Lease is terminated by Tenant pursuant to this paragraph, Tenant shall have no further liability or obligation hereunder except for matters contemplated to survive termination.

10. **Punch List Items.** Within ninety (90) days after the Delivery Date, Tenant may deliver to Landlord a punch list setting forth defective work or additional work remaining to be done on the Premises or the Common Area in accordance with the requirements of this Lease, and Landlord shall promptly commence and with due diligence shall proceed to perform and complete the work set forth on said punch list. Subject to paragraph 32.2 of the Lease, if all such work has not been completed by Landlord within twenty (20) days after receipt of such punch list, or if such work reasonably requires more than twenty (20) days to complete and Landlord has not commenced work within said twenty (20) day period and Landlord does not thereafter diligently prosecute such work to completion within a reasonable time, Tenant shall have in addition to any other right or remedy the right, but not the obligation, after giving ten (10) days' prior written notice to Landlord, to complete said work and to deduct the cost and expense thereof plus fifteen percent (15%) thereof for administration from all sums which become due and payable to Landlord hereunder, provided that the total amount offset by Tenant during any Lease Year shall not exceed thirty-three percent (33%) of Base Rent then payable hereunder. Such sums shall be due and payable by Landlord to Tenant upon demand and shall bear interest from the date expended or incurred by Tenant until repaid by Landlord at the Interest Rate. This paragraph shall not obligate Tenant to conduct tests or open any finished surface or other portion of the work or to limit Tenant's rights or remedies with respect to incomplete work or other defects in construction or breach of warranties, which shall continue for a period of at least one (1) year following the Delivery Date.

11. **Landlord's Work.** Subject to the Final Plans and Specifications and Change Orders, Landlord's work shall include but not be limited to the following items:

(1) The installation and connection of all utilities including telephone system (two (2) lines shall be installed as soon as site security permits with written approval by Tenant), with service available from such utilities to Tenant's reasonable satisfaction, each service with separate meters, gauges, and phone boards contained within the Premises as shown on Exhibit A;

(2) All necessary off-site improvements including but not limited to paving, curbs, curb cuts, sidewalks, lighting and landscaping;

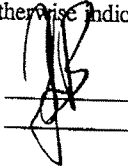
(3) All necessary on-site improvements including, but not limited to, grading, paving, drainage and other structures, striping, direction arrows, other required markings, lighting, planters, bicycle racks, landscaping, and required walls;

(4) A reinforced concrete double truck loading dock with necessary ramps in the rear of Tenant's Building, complete with such retaining walls, loading dock, reinforced six (6) inch concrete ramps and drainage facilities as may be required;

(5) As required by any governmental authority having jurisdiction thereover, an automatic fire extinguishing system complete with hydrants, valves, etc., with a water supply adequate to service said system, and Tenant's other reasonable water requirements. Said system shall be installed so as there will be no deficiency charge relating thereto;

(6) Erection of sign structure(s) in accordance with the design approved in the Plans and Specifications, which sign(s) shall be located in the parking area as indicated on Exhibit A or as otherwise indicated by Tenant, complete as to necessary foundations, columns, framing,

Landlord
63339-12



Tenant



timing and electrical service; (timing switch for building signage to be located in the Premises and controlled by Tenant);

(7) Refrigerated air-conditioning, fans and heating systems and energy management system for the sales area, office, and rest room area by a ducted system, including ventilation of veterinary, grooming and other service areas;

(8) Rest room facilities including handicapped toilet fixtures and toilet partitions;

(9) A complete 277/480 volt (minimum) three-phase, 4-wire electrical distribution system, including, but not limited to, branch circuits, control panels and outlets, including outlets for Tenant's battery chargers; parking lot, canopy, and store lighting complete with fixtures and lamps; complete wiring and controls for mechanical equipment (neutralization of the automatic doors and vestibule), air-conditioning, main panels, overhead fans, and heating equipment and installation; the complete wiring and final connection stubbed at a location provided by Tenant for all equipment to be furnished by Tenant including running conduits and supports to the satellite dish, security system, security mirrors and intercommunication system (installed in conduit with controls and speakers); a complete intercom system according to Tenant's specifications; emergency lights; automatic doors at front entrance; electric time clocks for automatic control of signs and equipment; and other such equipment;

(10) Electric drinking fountain, office area, and employee's meeting room;

(11) Construction materials installed per Tenant's standards, including but not limited to floor and wall coverings and sealants, concrete floor construction and finish standards, automatic door operators, wood or steel beams, etc. for installation of Tenant's accessories, seamless epoxy cement in specified areas, all specified ceiling treatments;

(12) Enclosed trash dumpster and inventory and pallet storage areas in accordance with Tenant's requirements and governmental regulations; and

Landlord

63339-12



Tenant



EXHIBIT E

OUTLINE CONSTRUCTION SPECIFICATIONS

BUILDING

1. **SPACE:**

- Prototype: Approximately 22,530 square feet (130' x 165' with a 36' x 30' receiving area); 35' high at Fascia.
- As approved by Tenant for non build-to-suit stores.

2. **FASCIA:**

- PETSMART prototype exterior as modified to comply with the provisions of the OEA.
- Previous signs removed, holes patched and prepared for replacement.
- Freshly painted - colors and materials per PETSMART review.

3. **SIGNAGE:**

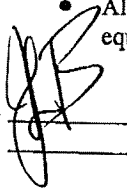
- 13' x 45' primary sign area to accommodate 6' letters and PETSMART logo, facing major traffic artery, maximum allowable by law.
- Ancillary signs to accommodate veterinary and grooming services.
- Fascia wall signs to be reverse pan channel.
- At least two (2) pylon type signs as allowable by law in the locations depicted on Exhibit A and as shown on Exhibit M.
- All signs to be provided by Tenant at Tenant's cost and expense, except the pylon structures

4. **ROOF:**

- Ten (10) year warranty.
- Inspected and certified - all recommendations from inspection to be instituted.
- Free of leaks and seepage; all penetrations sealed.

5. **CEILING:**

- Minimum 18' clear to all elements.
- Painted exposed structure in main sales floor and receiving.
- 2' x 4' lay-in ceiling in the ancillary services and employee areas.
- Insulated R-24 above metal deck.
- Fire sprinklers to code based on minimum NFPA 231C (Class III).
- All exposed structure, duct work, sprinkler system, wires, conduit and equipment freshly painted, color to be specified at time of construction.



6. LIGHTING:

- 400 watt, 277 volt low bay metal halide lights in main sales area.
- Retail Intensity - (100 to 120 foot candle power measured 3' from floor).
- Functional emergency lighting installed per code.
- Canopy and security lighting on building exterior.

7. ELECTRICAL SERVICE:

- PCX power room with separate meter and panel for space.
- 277/480 volt, 3-phase, 4-wire, 800 amp minimum.
- Lighting and electrical per plans and specifications.
- Electric service at rear of building.

8. PLUMBING:

- Water and sewer lines available for restrooms, utility areas, employee area, grooming areas, fish department, livestock area and health services area.
- Exterior hose bib, front and back (as per plan).
- Water and sewer service at rear of building.

9. HVAC:

- Separate system for demised premises.
- New, fully serviced and warranted rooftop units with electric heat and refrigeration, separate set back electronic thermostats and energy management system.
- Landlord to warrant and maintain in accordance with Landlord's warranty for at least one (1) year.
- Exposed air ducts acceptable at minimum 17' clear.
- Maintained to ASHRAE standards (and IEC standards).

10. PAINT:

- Exterior - Two (2) coats semigloss paint with block filler.
- Interior - Two (2) coats semigloss paint on walls and ceiling.
- Colors to be determined at time of construction to be consistent with the approved facade.

11. WALLS:

- Exterior - block or concrete with Stucco finish with R-19 or better.
- Interior - metal studs.

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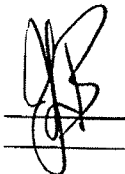


Tenant



- Store-front - clear glass per plan.
 - Vestibule/cart storage area/health services area/grooming area - dark bronze anodized frames.
12. FRONT DOORS:
- Two (2) - electric sensor, automatic sliding double doors (12' wide by 7'6" high opening), fully warranted for a least one (1) year.
13. OUTSIDE FRONT CURBS:
- Front ramp drive 30' wide flush with top of curb - exterior 8" concrete curbs at face of building.
14. BACK DOORS:
- Enclosed dock: Two (2) 8' wide x 9' high overhead doors, dock seals, bumpers and load levelers.
 - One (1) 8' wide x 9' high overhead door at grade.
 - Receiving door to have door bell.
 - All emergency exits to have panic hardware, Detex alarms and signs (per local code requirements).
15. DEPRESSED DOUBLE TRUCK RECEIVING DOCK:
- Double truck well with bumper plates and guard railings, seals and grate.
 - Properly drained with 6" concrete with welded wire fabric 40' flat apron (4000 p.s.i. minimum); approximately 30' wide x 77' length interior; maximum 6% slope.
 - 5" concrete staging area with pallet pen with 10' high security fence and 2 gates (20' long x 10' wide x 10' high with gates at ends).
16. FLOORS:
- 4" or 5" flat concrete as shown on the Final Plans and Specifications with welded wire fabric (3000 psi minimum); holes, cracks and discontinuities leveled; 1/8" tolerance per 10'.
 - If previously tiled, all tile and adhesives removed and floor sandblasted, removed or otherwise treated, as required.
 - Sealed floor (as specified per plans and specifications).
17. LANDSCAPING AND IRRIGATION:
- Not to interfere with customer purchase loading.
 - Not to obstruct signing or window display as shown on the Final Plans and Specifications.
 - Non-poisonous plants.

Landlord
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Tenant



18. TELEPHONE SYSTEM:

- Conduits as required per Final Plans and Specifications.

19. PARKING LOT:

- To be installed and certified to be in accordance with those specifications prepared by Ardman and Associates, a copy of which specifications shall be delivered to Tenant for its reasonable approval.

The items listed in this Exhibit are general PETSMART requirements and should not be construed as fully applicable to or complete criteria for Tenant's Building. The Lease provisions and the Final Plans and Specifications will supersede any inconsistent provision in this Exhibit E.

Landlord
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Tenant



EXHIBIT F

PERMITTED TITLE EXCEPTIONS

AVENTURA COMMONS
(Entire 25 acres less Chabad)

1. Easement set forth in Right-of-Way Agreement (FP&L) recorded in Official Records Book 3478, Page 122, of the Public Records of Dade County, Florida.
2. Utility Easement encroaching over the east boundary of the "Westerly 5 Acres" and restrictions regarding observance of zoning resolutions, as set forth on the Plat of Donn Acres, recorded in Plat Book 76, Page 30, of the Public Records of Dade County, Florida.
3. Easement, including covenants, conditions and restrictions, set forth in Easement Agreement recorded in Official Records Book 13857, Page 991, of the Public Records of Dade County, Florida.
4. Covenants, conditions and restrictions set forth in Declaration of Restrictions recorded in Official Records Book 17042, Page 933, re-recorded in Official Records Book 17147, Page 898, both of the Public Records of Dade County, Florida.
5. The effects of, and covenants, conditions and restrictions contained in, Resolution recorded in Official Records Book 16832, Page 3584, of the Public Records of Dade County, Florida.
6. Covenants, conditions and restrictions set forth in Declaration recorded in Official Records Book 16881, Page 538, of the Public Records of Dade County, Florida.
7. Amended and Restated Operation and Easement Agreement recorded in Official Records Book 17084, Page 184, as amended by First Amendment recorded in Official Records Book 17277, Page 1342, both of the Public Records of Dade County, Florida, as further amended by Second Amendment contemplated by the Lease.
8. Covenants, conditions and restrictions set forth in Declaration of Restrictive Covenants in Lieu of Unity of Title recorded in Official Records Book 17359, Page 1416, of the Public Records of Dade County, Florida.
9. Mortgage and Security Agreement in favor of City National Bank of Florida recorded in Official Records Book 17032, Page 1167, supplemented in Official Records Book 17084, Page 250, both of the Public Records of Dade County, Florida.
10. Covenants, conditions and restrictions set forth in Agreement (WASA) recorded in Official Records Book 17305, Page 4147, of the Public Records of Dade County, Florida.

Landlord
63339-12



Tenant



EXHIBIT G

SIGN CRITERIA

PART 1:

PETSMART SIGN SPECIFICATIONS

PAN CHANNEL LETTERS:

Letters and logo are pan channel type using 22ga "Paint-Lok" metal (substitute aluminum in extremely damp and humid locations).

Pan channel letters are to meet U.L. Specifications and Label. PK Housings are required. No labels of any kind (except those required by law) are to be placed on letters or logo.

1. Letter Style: Futura Extra Bold
2. Letter Size:
 - a. Maximum allowable by law.
 - b. "S" is 75% of height of other letters.
3. Logo Size: Refer to artwork for proportional size of logo to letters.
4. Returns:
 - a. 5" deep, letters up to 2' high
 - b. 6 1/2" deep, letters over 2' high
 - c. Paint dark bronze outside
 - d. Paint gloss white inside
5. Faces:
 - a. 3/16" Plexiglass (No Seams)
 - b. Letters & Ball - #211-1 Red (Acrylite) (Ball has first surface applied white vinyl highlight)
 - c. Bounce Lines - #607-1 Blue (Acrylite), #2051 (Rohm & Haas)
6. Trimcap:
 - a. 3/4" Black, letters up to 2' high
 - b. 1" Black, letters 2' to 4' high
 - c. 1 3/8" Black, letters over 4' high
7. Neon:
 - a. PETSMART and Ball - Clear Red, 15 mil, 30ma Transformers
 - b. Bounce Lines - 6500 White, 15 mil, 60ma Transformers
 - c. Number of Neon Tubes To Be Used:

Stroke Size

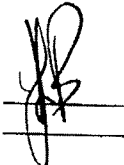
- (1) Up to 6" - 1 tube
- (2) 6" to 11" - 2 tubes
- (3) 12" to 17" - 3 tubes
- (4) 18" to 23" -- 4 tubes

- Sign panels shall be furnished to Landlord by Tenant at Tenant's cost.

PYLON SIGNS & FACE PANELS:

1. New double-faced cabinet signs to be the maximum size allowable by law.
2. No labels of any kind (except those required by law) are to be placed on cabinets.
3. Cabinets to be fabricated from 22ga "Paint-Lok" metal (substitute aluminum in extremely damp and humid locations) with double angle-iron frame.

Landlord
63339-12



Tenant



4. Cabinets to be deep enough to permit even lighting throughout the face panels.
 5. Internal high output, Cool White (800ma) fluorescent lamps spaced 12" centers are to be used.
 6. Paint cabinet dark bronze.
 7. Paint interior of cabinet Gloss White.
 8. Paint Pylons Gloss White.
 9. Sign Face Specifications - Flexible Faces
 - a. White flexible faces (e.g. "Panaflex")
 - b. "PETsMART" and "Ball" - Red PMS 200C, Lacryl #439-R Red, Gripflex #585 Flame Red
 - c. "Bounce Lines" - Blue PMS 300C, Lacryl #463B Bright Blue, Gripflex #403 Champion Blue
 10. Sign Face Specifications - Acrylic Faces (6' Maximum Height)
 - a. 3/16" White Acrylic - #015-2 (Acrylite), #7328 (Rohm & Haas)
 - b. PETsMART" and "Ball" - #211-1 Red (Acrylite), #2283 Red (Rohm & Haas)
 - c. "Bounce Lines" - #607-1 Blue (Acrylite), #2051 Blue (Rohm & Haas)
 - d. 3/4" Black Trimcap on all copy and logo.
- Tenant shall furnish its sign panels to Landlord at Tenant's cost.

NOTE:

1. Acrylic faces 4' or taller must have a hanging bar.
2. Glued butt-seams are to be used on acrylic face panels if necessary.
3. Use clear T-bar stiffeners as conditions warrant.

The parties acknowledge that these sign criteria are general PETsMART requirements which may require modification in order to conform to local codes, climatic conditions, the design of Landlord's existing pylon or monument structure, if applicable, the OEA limitations and other site-specific factors. For purposes of this Lease, the term "allowable by law" shall include items which are not prohibited by the express provisions of applicable statutes or ordinances as well as non-conforming uses, grandfathered rights, variances, special permits or other exceptional rights obtained at any time by Landlord or Tenant.

PART 2:

PETsMART'S CURRENT PROTOTYPICAL SIGNAGE

Landlord
63339-12



Tenant



EXHIBIT H

DELIVERY OBLIGATIONS

PART 1. DELIVERY OBLIGATIONS

1. **Actual Possession.** Actual possession of the Premises shall have been delivered to Tenant broom clean and free of all construction tools, materials or debris of any kind.

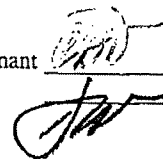
2. **Completion of Construction.** Construction of Tenant's Building and the entire Common Area, including but not limited to the paving, striping and curbing of all roadways, driving and parking areas, the connection of utilities to and in the Tenant's Building, the installation of all lighting, landscaping and storm and sanitary sewers in the Common Area and the construction of Landlord's pylon or monument structure within thirty (30) days after the Delivery Date and installation of Tenant's signage thereon and on Tenant's Building shall have been substantially completed in accordance with the Final Plans and Specifications and Change Orders and other requirements of this Lease subject to the punch list, which will be remedied promptly thereafter, but not to exceed thirty (30) days, provided that if such item takes longer than thirty (30) days to remedy, then such longer time period as necessary so long as Landlord has commenced the cure and is diligently pursuing same to completion; provided, however, that if Landlord has not completed the pylon sign within thirty (30) days after the Delivery Date, then Tenant's obligation to pay Base Rent shall be abated in an amount equal to thirty (30) days and shall be abated further for one and one-half (1 1/2) additional days for each day thereafter until Landlord has completed said pylon sign; all utilities shall be separately metered and in adequate supply in accordance with the Final Plans and Specifications and Change Orders; the storm and sanitary sewer drainage shall be substantially completed and connected in accordance with the Final Plans and Specifications and Change Orders; the HVAC system, lighting system, sprinkler system and electric and plumbing systems for the Premises and all meters and monitoring devices for such systems shall be fully connected and in good working order; the Common Area shall be usable for the purposes intended; any work remaining to be completed or corrected by Landlord on Tenant's Building, the Premises or the Common Area shall be of such a nature as not to substantially interfere with or prevent Tenant's use and enjoyment of the Premises and the Common Area and the operation of Tenant's business in the Premises and the making of preparations therefor; Landlord, the Architect and the general contractor shall have signed and delivered to Tenant an A.I.A. Certificate of Substantial Completion confirming all of the foregoing (but failure to timely deliver this item shall not negate fulfillment of Landlord's Delivery obligations if the other requirements of this Paragraph are satisfied and Landlord is diligently pursuing the Certificate); the Architect shall have prepared and certified an initial punch list of any work remaining to be completed or corrected (but failure to timely deliver this item shall not negate fulfillment of Landlord's Delivery obligations if the other requirements of this Paragraph are satisfied and Landlord is diligently pursuing the punch list); the Gross Floor Area of the Premises and other Improvements shall have been professionally certified pursuant to paragraph 6 of Exhibit D; and Landlord shall have obtained and delivered to Tenant a permanent and unconditional or temporary certificate of occupancy from the local governing authority to the extent obtainable at that time, but in any event, Tenant shall then be entitled to fixture and stock and when completed open for business and continue operating thereafter without interruption due to the expiration or revocation of such temporary certificate of occupancy. In addition, construction of the building labeled as Retail 1 (Target, or another major tenant which is defined as a national or regional chain retailer with a net worth not less than Fifty Million and No/100 Dollars (\$50,000,000) and not less than 60,000 square feet, shall have commenced construction (i.e., pouring of footings shall have been completed at a minimum), and construction of buildings labeled Retail 5 and 6 as shown in Exhibit A shall have been substantially completed. With respect to the buildings labeled as Retail 3 and 4 on the Site Plan, if same are not under construction, Landlord shall install a decorative plywood fence, wall or other solid barricade on the front facade. Landlord further covenants and agrees that any construction which occurs after delivery of Tenant's Building will be performed in such a way to minimize any interference with Tenant's fixturing and stocking (and opening for business, if applicable) of the Premises.

Landlord

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Tenant



3. **Sixty-day Notice.** Landlord shall have given Tenant written notice at least sixty (60) but in no event more than ninety (90) days ahead of the date on which all of Landlord's Delivery Obligations are to be fulfilled. Such notice shall specify a particular Delivery Date which shall be subject to extension only if and to the extent of any delays excused pursuant to paragraph 32.2 occurring after the date of such notice, and, if all of Landlord's Delivery Obligations have not been fulfilled on or before such Delivery Date, then, as liquidated damages (which the parties acknowledge will be substantially less than Tenant's actual damages and do not constitute a penalty), Tenant's obligation to pay Base Rent due under this Lease, including, but not limited to, Common Area Costs, shall be delayed for one and one-half (1 1/2) additional days for each day or part thereof which elapses between the Delivery Date specified in such notice and the date when all of Landlord's Delivery Obligations shall have been satisfied. In addition, Tenant shall have the right but not the obligation to enter upon the Premises for all purposes permitted under this Lease from and after the Delivery Date specified in such notice. Tenant's occupation of the Premises for fixturing and stocking or opening of the Premises to the public for business prior to the performance of all of Landlord's Delivery Obligations shall not cause the Delivery Date to occur or constitute waiver or acceptance of or relieve Landlord from any of its obligations hereunder, including without limitation the obligations to complete construction of the Improvements and provide any certificates and approvals required for use or occupancy thereof by Tenant.

4. **Title.** Landlord's title to the Shopping Center, including the Premises, shall be free of all exceptions, whether or not of record, other than this Lease, the Permitted Title Exceptions, any other matters that are not inconsistent with and do not materially adversely affect any rights of Tenant under the Lease, and the lien of any Mortgage as to which the requirements of Article 19 shall have been satisfied, and Landlord shall have recorded the Memorandum of Lease and delivered the Title Insurance Policy provided for in paragraph 21.2 confirming all of the foregoing.

PART 2. OTHER PROVISIONS REGARDING DELIVERY

1. **Tenant's Blackout Periods.** Tenant shall not be required to accept delivery of possession of the Premises at any time on or between September 15 and the following January 15. Any period during which the Delivery Date is postponed pursuant to this paragraph is referred to as a "blackout period." Tenant may enter the Premises during any such blackout period for purposes of installing equipment and fixtures, stocking and preparing to open, provided that in the event Tenant commences to install its fixtures in the Premises, then same shall constitute acceptance of the Premises and the Delivery Date shall be deemed to have occurred. Landlord and Tenant acknowledge and agree that the short term storage of fixtures or other equipment in the Premises shall not constitute acceptance.

2. **Certain Items to be Provided by Landlord following Delivery.** Within thirty (30) days after the Delivery Date, Landlord shall provide to Tenant:

(a) a detailed statement of the Hard Building Costs and, to the extent then received (or, if not, within thirty (30) days after receipt) copies of final, unconditional lien waivers from all parties performing work on or providing materials for Tenant's Building (unless Tenant's title insurance insures against mechanics liens). If Landlord fails to provide such statement of Hard Building Costs when due, then as Tenant's sole remedy, Tenant shall have the right to withhold one-half (1/2) of the first month's payment of Base Rent until such time that this condition has been satisfied (and Tenant shall promptly pay the withheld amount when this condition has been satisfied).

(b) close-out documentation, including but not limited to as-built drawings of Tenant's Building and the Premises, manuals for all equipment incorporated into Tenant's Building or the Premises, spare parts (if any), maintenance materials (if any), the warranties from general contractors, subcontractors and equipment manufacturers or suppliers which are to be assigned to Tenant pursuant to paragraph 12.2, copies of all other warranties pertaining to any portion of Tenant's Building, and any other items required by the Final Plans and Specifications.

Landlord
63339-12

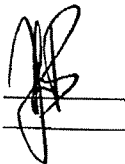


Tenant



If Landlord fails to provide any such close-out documentation within thirty (30) days after notice of delinquency has been given by Tenant to Landlord (or such longer period as may be reasonably required, so long as Landlord is diligently and in good faith pursuing obtaining same), then, in addition to any other right or remedy, Tenant shall have the right to obtain the same, and Landlord shall reimburse to Tenant upon demand all expenses paid or incurred by Tenant for such purpose plus fifteen percent (15%) thereof as an administrative fee and interest thereon at the Interest Rate from the due date until paid in full. If Landlord fails to pay to Tenant such total amount within ten (10) days after receiving Tenant's written demand therefor, Tenant may, in addition to any other right or remedy, elect to deduct such amount from the next payments due to Landlord hereunder until recovered in full; provided, however, that except for any amount covered by an order or final judgment of a court of competent jurisdiction, the total (amount offset by Tenant during any Lease Year shall not exceed thirty-three percent (33%) of Base Rent then payable hereunder.

Landlord
63339-12



Tenant



EXHIBIT I

PROHIBITED USES AND EXCLUSIVE RIGHTS

1. **Uses Prohibited by Tenant.** The uses specified in Section 5.1 of the OEA are prohibited during the Term of the Lease in any portion of the Shopping Center. In addition to the prohibited uses set forth in Section 5.1 of the OEA, the following uses are prohibited during the Term of the Lease in any portion of the Shopping Center: massage parlor; mortuary or funeral parlor; night club; retail offices (excluding banks) greater than 10,000 square feet either singularly or in the aggregate; or a church. In addition, the following uses of the Shopping Center, excluding the Outparcels, must first be approved in writing by Tenant: children's recreation, educational or day-care facility (except, in each case, as an incidental part of a permitted business); drive-throughs; provided, however that arts and crafts "how-to" classes may be provided to customers so long as same are incidental to a Michael's or similar type use. Further, no restaurant or children's recreational facility will be located in the Shopping Center within two hundred fifty (250) feet from any portion of the Premises, except that up to three thousand (3,000) square feet in the aggregate of Gross Floor Area in the building labeled as Retail #5 on Exhibit A may be used for such purposes. No portion of this paragraph except the first sentence shall be applicable to the Building labeled Retail #6 on Exhibit A while the existing Lease between Best Buy and Landlord (or an entity thereof) remains in effect.

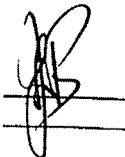
2. **Tenant's Exclusive Rights.** As used in the Lease, the term "Tenant's Primary Business" shall mean the retail sale of (i) pets (including but not limited to fish, birds, reptiles, dogs, cats and other small animals), (ii) food, accessories and other products relating to pets and animals, including equestrian products and apparel related thereto, (iii) services related to pets and animals, such as grooming, boarding and veterinary services, (iv) products relating to nature and the environment and (v) educational products and services related to any of the foregoing and office and storage uses incidental to the foregoing. During the Term of the Lease until the expiration or earlier termination of the Lease in accordance with its terms for so long as the Premises are used for Tenant's Primary Business and during Permitted Closings as defined in Article 32.24, Tenant shall have the exclusive right to conduct any portion of its Primary Business in the Shopping Center, and all other tenants or other occupants of any portion of the Shopping Center shall be prohibited from engaging in any portion of such Primary Business except on an incidental basis. Notwithstanding anything contained herein to the contrary, Landlord and Tenant acknowledge and agree that Tenant's exclusive use shall continue except in the event that (i) Landlord terminates the Lease and exercises its recapture right as provided herein or (ii) Tenant actively changes its Primary Business. Once Tenant's exclusive use expires, as aforesaid, the exclusive shall not be reinstated.

3. **Exclusive Rights of other Parties.** Tenant will not engage in any business which would violate any existing exclusive rights hereinafter disclosed to Tenant or engage in any business which would violate any exclusive rights hereafter granted to tenants or occupants of more than approximately fifteen thousand five hundred (15,000) square feet of Gross Floor Area in the Shopping Center, except as an incidental part of its Primary Business or other primary use then being made of the Premises, if all of the following conditions are fulfilled: (i) such exclusive right constitutes the principal business of such tenant; (ii) such exclusive right does not constitute part of Tenant's Primary Business or of any primary use then being made of the Premises or to which Tenant is in the process of changing; and (iii) Landlord has notified Tenant of the granting of such exclusive right. Following is a complete list of all exclusive rights which exist or are contemplated as of the date hereof affecting any portion of the Shopping Center. (For purposes hereof, the term "exclusive right" shall mean any provision which purports to restrict or prohibit, or under which the grantor agrees that it will restrict or prohibit or will not grant the right to engage in, the sale of any product or service or the conduct of any type business, except by or to the party granted such exclusive right.)

4. **Other Prohibited Uses.** Following is a complete list of all restrictions or prohibitions which exist or are contemplated as of the date hereof under leases, declarations of covenants or restrictions or other agreements or documents affecting any portion of the Shopping Center:

Landlord

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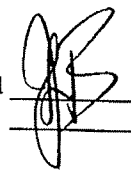


Tenant



- a. Best Buy exclusive rights attached hereto.
- b. Michael's Exclusive rights attached hereto.
- c. Beverages & More exclusive rights attached hereto.
- d. Those certain prohibitions and limitations on use set forth in the OEA, as amended.

Landlord
63339-12



Tenant



Best Buy Exclusive / Aventura Commons

Tenant shall initially use the Premises for the sale, servicing, rental and warehousing (and, if applicable), installation in motor vehicles) of the following ("Initial Uses"): electronic equipment or appliances (including, without limitation, televisions, stereos, video recorders); major household appliances (including, without limitation, refrigerators, freezers, stoves, microwave ovens, dishwashers, washers and dryers,); personal computers and peripherals, computer software; car radios, stereos, tape decks or phones; entertainment software including compact discs, music videos and prerecorded tapes; telephones, telecopy, facsimile and photocopy machines; photographic cameras or equipment; and office equipment supplies or furniture. The Premises may also be used for the sale of gourmet and other food items in support of and incidental to the foregoing product categories and for incidental purposes, and thereafter for any lawful retail use or other use related thereto (subject, however, to the provisions of this Article).

For so long as the Premises are used for any or all of the Initial Use described above, and subject to the other provisions of this paragraph no other portion of the Shopping Center shall be used for the Initial Uses.

Michaels Exclusive / Aventura Commons

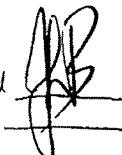
Landlord will not use, lease (or permit the use, leasing or subleasing of) or sell any space in or portion of the Shopping Center during the Lease Term, to any store selling picture framing services, craft supplies, artificial flowers, artificial floral arrangements, or party goods or any store similar to Tenant in operation or merchandising as of the Effective Date. The foregoing limitation shall not apply to any operation within the Shopping Center wherein there is sold merchandise or services violating said limitations from an area of less than lesser of (a) ten percent (10%) of the Leasable Square Feet of said premises and (b) one thousand (1,000) Leasable Square Feet, with the inclusion of applicable aisle space in either event.

Beverages and more!

No portion of the Shopping Center, other than the Premises, shall be used at any time for the conduct of any store, business, or trade which primarily sells (i) alcoholic beverages (including beer and wine) at retail for off-premises consumption or (ii) cigars or other specialty tobacco products.

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Landlord



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Tenant



EXHIBIT J

MEMORANDUM OF LEASE

Notice is hereby given that Aventura Commons Associates, Ltd., a Florida limited partnership ("Landlord"), and PETSMART, Inc., a Delaware corporation ("Tenant"), have entered into a Shopping Center Lease (the "Lease") dated _____, 1997, pertaining to certain premises outlined and crosshatched on Exhibit A attached hereto (the "Premises") and located within the real property described in Exhibit B attached hereto (the "Shopping Center"), whereby Landlord has leased, and hereby leases, to Tenant the Premises and appurtenant rights more fully set forth therein. The initial term of such Lease is fifteen (15) years, and Tenant has the option to extend such term for up to five (5) renewal periods of five (5) years each. Among other things, the Lease grants to Tenant the right along with Landlord and other tenants in the Shopping Center to use the Common Areas depicted on Exhibit A, including without limitation roads, driveways, sidewalks and parking areas, grants certain rights with respect to Landlord's pylon sign structures, and prohibits other tenants from engaging in the business of selling pets, pet or animal services, food, products or accessories related to pets or animals, including equestrian products and apparel related thereto, products related to nature or the environment and educational products and services related to the foregoing.

The Lease precludes Tenant from causing mechanics liens to be filed against the Premises and the Shopping Center as a result of work performed by or at the instance of Tenant or those claiming by, through or under Tenant, and all such liens are prohibited.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the ___ day of _____, 1997.

LANDLORD:

Aventura Commons Associates, Ltd.,
a Florida limited partnership,

By: Aventura Commons, Inc., a Florida corporation
its general partner

By: _____
Jeffrey L. Berkowitz
President

Witness

Witness

TENANT:

PETSMART, Inc.,
a Delaware corporation

By: _____
Samuel J. Parker
Chairman

Witness

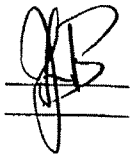
Witness

By: _____
Charles L. Hall
Vice President of Real Estate

Witness

Witness

Landlord
63339-12



Tenant



EXHIBIT K

PROVISIONS REGARDING CO-TENANCY

1. **Initial Co-Tenants.** Following is a list of the Initial Co-Tenants:

- a. Best Buy (or its successor or assignee) which will have initially opened for business; and
- b. Target (which will have commenced construction by pouring the footings for its building); and
- c. Construction of Retail 5 as shown on Exhibit A has been substantially completed.

2. **Commencement Requirements.** The Improvements to be occupied by the Initial Co-Tenants shall be substantially of the dimensions and substantially at the locations depicted and labeled on Exhibit A.

Landlord
63339-12



Tenant



EXHIBIT L

(FORM OF SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT)

Landlord
63339-12



Tenant



This instrument prepared by and after
recording return to:
Arnold A. Brown, Esq.
Rubin Baum Levin Constant Friedman & Bilzin
2500 First Union Financial Center
Miami, Florida 33131

PETSMART Store No. _____

SUBORDINATION, NON-DISTURBANCE AND
ATTORNMEN T AGREEMENT (MORTGAGE)

AGREEMENT made as of the ____ day of _____, 1996, by and
between _____, a national banking
association, whose address is as set forth in paragraph 10 below
("Lender"), and PETSMART, Inc., a Delaware corporation, whose address
is as set forth in paragraph 10 below ("Tenant").

RECITALS

- a. Landlord holds the landlord's interests in and Tenant holds the Tenant's interests in that certain Lease dated _____, 1996 between Aventura Commons Associates, Ltd., as Landlord, and PETSMART, Inc., as Tenant, for space (the "Premises"), located within the shopping center that is situated upon real estate in Dade County, State of Florida, that is more particularly described on attached Exhibit A (the "Property").
- b. Lender has made or has agreed to make a mortgage loan to the Landlord secured by a mortgage or deed of trust on the Premises which includes an assignment of Landlord's interest in the Lease (the "Mortgage").
- c. A copy of the Lease has been delivered to Lender, the receipt of which is hereby acknowledged.
- d. Tenant and Lender desire to confirm their understanding with respect to the Lease and the Mortgage.

NOW, THEREFORE, in consideration of the mutual agreements contained in this Agreement, and other valuable consideration, the parties agree as follows:

1. Tenant's interests in the Lease, including but not limited to, any option in favor of Tenant to extend or renew the Lease, are subordinate to the Mortgage and to any consolidations, extensions, modifications or renewals thereof; provided, however, that in no event

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November 19, 1996

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shall Tenant's fixtures, equipment, inventory, furnishings and furniture, books, records, accounts, and other assets, or any part thereof, be subject or subordinate to the Mortgage.

2. So long as Tenant is not in default beyond the expiration of any applicable notice and cure period provided in the Lease, Lender agrees that (i) the rights of Tenant under the Lease and all of the provisions thereunder will remain in full force and effect and New Owner, as hereinafter defined, shall comply with the terms thereof upon its acquisition of title to the Property, subject to the provisions of this Agreement, (ii) Tenant's possession of the Premises under the Lease and rights and privileges with respect to the "Common Areas" (as defined in the Lease) will remain undisturbed by Lender during the term of the Lease, and any renewal or extension thereof, and (iii) Tenant shall not be joined in any action or proceeding to foreclose the Mortgage (unless required by law), nor shall the Lease be terminated as a result of any such action or proceeding. Notwithstanding and in addition to the foregoing, Lender agrees that condemnation awards and insurance proceeds shall be made available for restoration in accordance with the terms of the Lease; provided, however, that this shall not be construed as restricting Lender's conditioning disbursements on receipt of customary lien waivers, releases, certifications of completion and similar documentation, nor shall same restrict Lender's disbursement in stages as construction proceeds.

3. After its receipt of notice from Lender of the completion of a foreclosure under the Mortgage or that Lender has received a conveyance of the Premises in lieu of foreclosure or otherwise obtained the right to possession of the Premises, Tenant will be considered to have attorned to and recognized Lender, its successors or assigns, or any purchaser at the foreclosure sale, as its substitute Landlord under the Lease, and Tenant's possession of the Premises will not be disturbed as provided herein. The attornment and recognition will be considered self-operative, and no separate agreements will be required to effectuate the attornment and recognition. The attornment and recognition of a substitute Landlord will be upon all of the terms set forth in the Lease.

4. If Lender or any other person or entity becomes the owner of the Premises ("New Owner") as a result of a foreclosure sale, a conveyance in lieu of foreclosure or otherwise, New Owner will not be (a) liable for any act, omission and/or breach of the Lease by any prior Landlord under the Lease (provided, however, that the foregoing shall not excuse New Owner from responsibility or liability for, nor limit any right or remedy of Tenant with respect to, any breach or default of which New Owner or Lender received notice and the

opportunity to cure pursuant to paragraph 25.3 of the Lease, and which continues from and after the date on which New Owner obtains title to or takes possession or control of the Property); (b) bound by any prepayment of rent made for more than one month in advance; (c) bound by any amendment of the Lease made after the date hereof without Lender's prior written consent, or (d) liable for any security deposit other than any security deposit actually received by such New Owner.

5. Tenant shall not prepay any base rent or additional rent under the Lease for more than one (1) month in advance, except with the written consent of Lender.

6. [At Tenant's option, the information contained in this paragraph will be set forth in a separate estoppel certificate.] Tenant certifies to Lender that: (a) it has received no notice of any assignment, hypothecation or pledge of rents under the Lease or of the Lease by Landlord except to _____, (b) Tenant has not assigned or sublet its interest in the Lease, and (c) except as set forth in the Lease, Tenant has not been granted any options or rights of expansion, purchase or first refusal concerning the Lease or the Premises.

7. Tenant agrees to give Lender a copy of any notice of default served upon Landlord in the manner and at the address set forth herein for any notice hereunder. The parties agree that Lender's rights in respect of Landlord default shall be as set forth in the Lease.

8. This Agreement may not be amended, modified or altered in any manner other than by a written agreement signed by all the parties hereto.

9. This Agreement will be binding upon and will inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns, including any purchaser of the Premises or the Property at a foreclosure sale.

10. All notices required or permitted to be given under this Agreement will be in writing and will be considered given or served (i) upon receipt if by personal delivery, (ii) five (5) days after deposit in the U.S. Mail, certified mail, return receipt requested, postage prepaid, or (iii) one (1) business day after being delivered to a recognized overnight courier service, addressed as follows:

If to Lender:



60c



EXHIBIT M

(PYLON SIGN RENDERINGS AND ELEVATIONS)

Landlord

63339-12



Tenant



EXHIBIT M

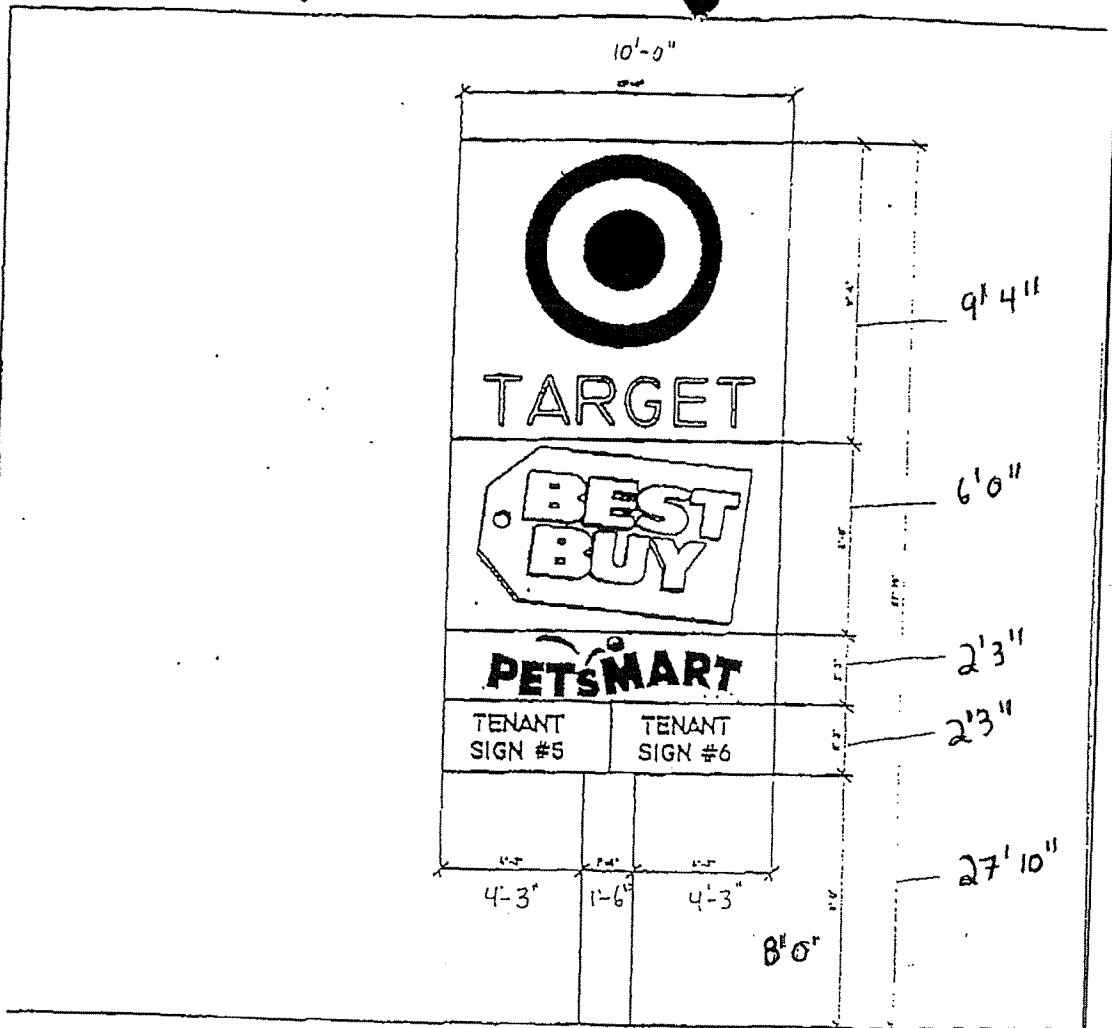


EXHIBIT "M"

① PYLON SIGN #1 ELEV.
① SCALE: 1/4" = 1'-0"

NOTE: Landlord reserves the right to devote not more than 15% of the signage area for shopping center identification.

1 of 2

Landlord

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Tenant

EXHIBIT M

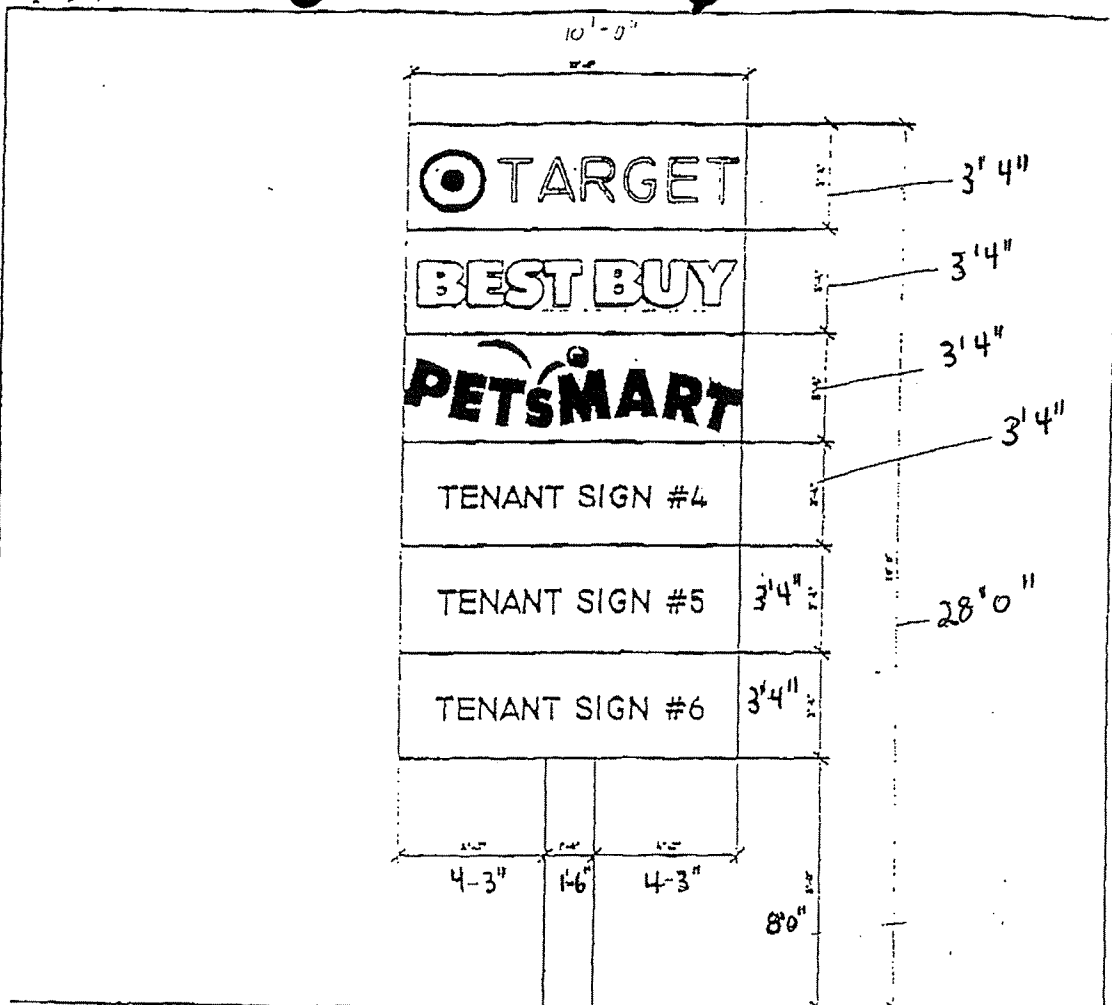


EXHIBIT "M"

1 PYLON SIGN #2 ELEV.
1 SCALE: 1/4" = 1'-0"

NOTE: Landlord reserved the right to devote not more than 15% of the signage area for shopping center identification.

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Landlord

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Tenant

EXHIBIT N

CONDITIONS PRECEDENT

The following are conditions precedent to the obligations of the parties specified (and may be waived by such parties in their discretion):

- i. It is a condition precedent to Landlord's and Tenant's obligations under this Lease that platting shall have occurred and all development approvals shall have been obtained so that building permits for construction of the Shopping Center can be obtained and construction commenced without delay on the time frame contemplated by Lessor. If this condition has not been satisfied by ~~January 31, 1997~~ ^{02/15} 1997, Landlord or Tenant may terminate this Lease at any time thereafter and prior to satisfaction of this condition. Landlord agrees to use reasonable efforts to attempt to satisfy this condition prior to the date specified above.
- ii. Tenant acknowledges being advised that changes in the configuration of the Premises and the Shopping Center may be required in order to obtain all governmental approvals and permits required for the construction of the Shopping Center. If any such changes alter the configuration of the Premises, or cause the number of parking spaces or access to the Premises to substantially deviate from that which is shown on Exhibit "A", or otherwise increase any of Tenant's obligations or decrease any of Tenant's rights hereunder, Tenant shall have the right, as its sole and exclusive remedy, to terminate this Lease by giving Landlord notice within fifteen (15) days after Tenant's receipt of Landlord's notice of such changes, in which event there shall be no further liability on the part of either party hereto except as set forth herein for matters that survive termination.
- iii. It is a condition precedent to Landlord's obligations under this Lease that it shall have arranged construction financing for the Shopping Center, acceptable to it in its sole discretion, by ~~March 31, 1997~~ ^{August 15,} 1997. In the event Landlord has not done so, either party may terminate this Lease by providing written notice to the other at any time thereafter and prior to but stating a waiver of this condition.
- iv. It is a condition precedent to Tenant's obligations under this Lease that an amendment to the OEA to (i) increase the height limit for Tenant's building to thirty-five (35) feet, (ii) deal with the prohibition on veterinary hospitals as set forth in the proposed second amendment to OEA prepared by Landlord and previously furnished to Tenant and (iii) clarify that "grooming" and "vetsmart" are permitted on a front facade shall have been entered into by ~~February 28, 1997~~ ^{Sept 15} 1997, such amendment in substantially the form previously furnished to Tenant.
- v. It is a condition precedent to Landlord's obligations under the Lease that Target shall have either (i) commenced construction of its building by ~~January 31, 1997~~ ^{Sept 15} or (ii) has given adequate assurances satisfactory to Landlord by ~~January 31, 1997~~ ^{Sept 15} that it will commence construction of its store (i.e., that it will have poured footings for its building) by the Delivery Date.
- vi. ~~It is a condition precedent to Tenant's obligations under the Lease that Tenant shall have conducted an environmental assessment of the Shopping Center, reviewed such report and approved of the environmental condition of the Shopping Center in its sole discretion no later than February 28, 1997. In the event Tenant has not provided notice to Landlord by such date of its desire to terminate the Lease due to the environmental condition of the Shopping Center, then this condition shall be deemed waived by Tenant notwithstanding the following provision.~~

vi. It is a condition precedent to Tenant's obligations under the Lease that Landlord, at Landlord's sole cost and expense, shall have provided to Tenant a Phase I Environmental Site Assessment of the Shopping Center, and Tenant shall have reviewed such report and approved of the environmental condition of the Shopping Center in its sole discretion no later than February 28, 1997.

Landlord

63339-12

Tenant

If any of the foregoing conditions are not satisfied or waived by the applicable party or parties, this Lease shall be terminated and of no further force or effect, without liability hereunder on the part of either party, and each party shall be relieved of its obligation hereunder except for items which by their nature are contemplated to survive termination.

Landlord
63339-12



Tenant

