

EXHIBIT “B”

#345

965
345

LEASE

THIS AGREEMENT OF LEASE (the "Lease") is made by and between SFA ATLANTIS ASSOCIATES, L.P., a Delaware limited partnership, having an office at 200 South Park Road, Suite 200, Hollywood, Florida 33308 (hereinafter called the "Landlord" or "Lessor"), and PetStuff, Inc., a Delaware corporation, having an office at 645 Hembree Parkway, Suite E, Roswell, Georgia 30076 (hereinafter called the "Tenant" or "Lessee").

WITNESSETH:

In consideration of the mutual covenants, terms, conditions and agreements contained herein, Landlord and Tenant do hereby covenant, promise and agree as follows:

ARTICLE ONE

Defined Terms, Premises and Term

1.1 Defined Terms. The terms "Demised Premises," "Leased Premises," and "Premises" shall be deemed to refer to the premises leased to Tenant by Landlord under this Lease and the term "Shopping Center" shall be deemed to refer to the shopping center of which the Demised Premises is a part.

1.2 Demised Premises. Landlord hereby grants, demises and leases to Tenant, and Tenant does hereby take and hire from Landlord, upon and subject to the terms, covenants, and conditions herein set forth, approximately 20,000 square feet of gross leasable area on the street floor as hatched on the site plan attached hereto and made a part hereof as Exhibit "A" (hereinafter called the "Demised Premises"), together with all rights and appurtenances pertaining thereto and the right to use in common with other occupants of the Shopping Center, the Common Area (hereinafter defined), accessways, means of ingress and egress as shown on Exhibit "A." The Demised Premises are to be located in a Shopping Center Development known as Oakwood Plaza, situated in the City of Hollywood, County of Broward, and State of Florida (herein called "Shopping Center") as legally described on Exhibit "B" attached hereto and made a part hereof.

1 yr -

Dec 5, 94 - Jan 95

1.3 Original Term. The original term of this Lease (hereinafter referred to as the "Original Term") shall be for a period commencing on the "Commencement Date" as defined in Article Two below and ending after the fifteenth (15th) Lease Year following such Commencement Date. "Lease Year" shall be defined as each successive period of twelve (12) consecutive calendar months commencing on the first day of the calendar month following the Commencement Date (if the Commencement Date is not the first day of a calendar month) as defined in Article Two below, except that the first Lease Year shall include any partial month between the Commencement Date and the first day of the calendar month following the Commencement Date. Tenant's obligation to pay rent and other amounts payable to Landlord under this Lease shall commence on the Commencement Date. Unless expressly stated to the contrary, "Term" shall refer to the Original Term and all renewal terms which are exercised by Tenant as provided below.

1.4 First Renewal Term. Tenant may, at its option exercisable by written notice delivered to Landlord at least one hundred eighty (180) days prior to the expiration of the Original Term of this Lease, extend the term of this Lease for a period of five (5) years; provided, however, that if Tenant does not notify Landlord, Tenant shall not have lost, forfeited or be

barred from thereafter exercising said option, by written notice thereof to Landlord until thirty (30) days after written notice from Landlord to Tenant of Tenant's failure to notify Landlord of Tenant's exercise of option. Tenant may not exercise its option if it is in default, unless Tenant is diligently attempting to cure a non-monetary default within the cure period as described in Article Sixteen.

Upon Tenant's giving notice of the exercise of its option to renew this Lease, this Lease shall be renewed at the rental set forth in Article Three hereof, and upon the same other terms and conditions as are applicable to the Original Term hereof, except that the renewal shall begin on the date of expiration of the Original Term and shall continue for a period of five (5) years thereafter.

1.5 Second Renewal and Subsequent Terms. In the event Tenant shall renew this Lease for the first renewal term as provided herein, Tenant is granted the further option to renew this lease for two (2) additional periods of five (5) years each at the rental as set forth in Article Three hereof and upon the same other terms and conditions as are applicable to the first renewal term except that such subsequent renewal terms shall begin on the date of expiration of the previous renewal term and shall continue for a period of five (5) years thereafter. Said options to renew for additional renewal terms shall be subject to the same notice provisions for Tenant and the same provisions regarding Tenant's exercise of the option to renew as are applicable to the first renewal term. No option to renew may be exercised unless all prior renewal options have been exercised.

ARTICLE TWO

Commencement Date

2.1 Commencement Date. The "Commencement Date" of this Lease shall be the earlier of the following: (a) the date that Tenant opens to the public for business at the Premises, or (b) sixty (60) days after all of the following have occurred: (i) Landlord has delivered the Premises to Tenant in broom clean condition with all prior tenant fixtures and other personal property removed and with the Landlord's Work (hereinafter defined) completed, (ii) Landlord has obtained and delivered to Tenant an unconditional certificate of occupancy or local equivalent for the Premises (which may include a temporary certificate if sufficient to allow Tenant to operate), (iii) Landlord has provided to Tenant written notice of the completion of Landlord's Work at least sixty (60) days, and not more than ninety (90) days prior to the completion of Landlord's Work; provided, however, that said sixty (60) day period shall be extended up to an additional thirty (30) days by the amount of time attributable to any delays due to causes beyond Tenant's control, including but not limited to acts of God, strikes, lockouts or unavailability of materials. Upon completion of the shell of the Demised Premises, Tenant shall have the right to enter upon the Premises for the limited purposes of surveying the Premises and conducting such inspections as Tenant deems necessary, provided that any such entry shall not unreasonably interfere with or delay Landlord's Work. Notwithstanding anything contained in the foregoing, upon satisfaction of the Commencement Date contingencies referred to in Article 2.1(b)(i) and (ii) hereof, Tenant shall be entitled to possession of the Premises. If the Commencement Date contingency referred to in Article 2.1(b)(i) hereof is not satisfied by November 30, 1994, Tenant may terminate this Lease by written notice to Landlord, and thereafter neither party shall have any further obligations or liabilities hereunder, or Tenant may extend the time for the satisfaction of said Commencement Date contingencies. Further, provided that Tenant has not

opened for business at the Demised Premises, Tenant may delay the Commencement Date until such time that one (1) tenant of at least 100,000 square feet of gross leasable area and two (2) tenants of at least 25,000 square feet of gross leasable area are open to the public for business within the Shopping Center.

2.2 Landlord's Construction Obligations. Landlord shall perform Landlord's construction obligations ("Landlord's Work") described on Exhibits "C" and "C-1" attached hereto and incorporated by reference and the site work hereinafter described. Landlord shall complete Landlord's Work in a good and workmanlike manner in accordance with the Plans (hereinafter defined). Within thirty (30) days from the effective date of this Lease, Tenant shall submit to Landlord all work drawings and changes hereto including shop drawings (collectively called the "Plans") for the construction of the Premises in a total "turnkey" condition incorporating and in accordance with Tenant's construction specifications and prototype plans attached hereto as Exhibit "C-1" and made a part hereof (the "Prototype Plans"). The Plans shall be substantially the same as the Prototype Plans. Within ten (10) days following delivery of the Plans, Landlord shall approve the Plans or request reasonable revisions to any portions of the Plans which are materially different from the Prototype Plans or will cause an unanticipated significant increase in the cost of Landlord's Work as shown on the Prototype Plans. Notwithstanding the foregoing, the parties acknowledge that the loading dock shall be located on the south side of the Premises as indicated on Exhibit "A" attached hereto. Tenant shall revise the Plans in accordance with Landlord's request and shall resubmit the revised Plans to Landlord for approval within five (5) days after Landlord's request. Upon reaching agreement on the Plans, Landlord and Tenant shall sign the Plans and the Plans shall become part of this Lease as Exhibit "C." In the event that Landlord and Tenant are unable to agree on the Plans within sixty (60) days from the effective date of this Lease, either party may terminate this Lease by written notice to the other at any time prior to agreement on the Plans. Landlord shall submit the Plans to the appropriate governmental entity or entities and Landlord shall obtain all permits, licenses, variances or approvals which may be necessary for the performance of Landlord's Work. In addition to the construction of the Demised Premises in accordance with the Plans, Landlord's Work shall include such site work as is necessary to furnish parking, lighting for the parking area, landscaping and access for the Demised Premises and to deliver a certificate of occupancy or equivalent for the Premises. Notwithstanding any provision of this Lease to the contrary, in the event that Landlord's Work has not been completed by November 30, 1994, Tenant shall have the option to: (a) perform the uncompleted items of Landlord's Work and deduct the reasonable cost of such performance, plus interest on such amount at the maximum rate allowed by law, from rent and other amounts payable to Landlord under this Lease, or (b) terminate this Lease by written notice to Landlord and all deposits for payments made by Tenant hereunder shall be forthwith returned to Tenant and neither party shall have any further obligations or liabilities hereunder, or (c) extend the deadline for Landlord's completion of Landlord's Work.

ARTICLE THREE

Rent

3.1 Fixed Annual Net Rent. Tenant agrees to pay to Landlord, in addition to the other payments to be made by Tenant hereunder, a Fixed Annual Net Rent (hereinafter called "Fixed Annual Net Rent") in accordance with the following schedule. The Fixed Annual Net Rent shall be payable in equal monthly installments on the first day of each calendar month during the Term, without notice or demand and without offset or deduction,

Landlord shall use reasonable efforts to accommodate tenant and provide a loading dock (well design) with tenant specified dock leveler.

except such notices, demands, offsets, or deductions which are expressly provided for in this Lease. Fixed Annual Net Rent and any other charges under this Lease for any period of less than one (1) month shall be apportioned based on the number of days in that month.

Rent Schedule

| | <u>Lease Years</u> | <u>Monthly Rent</u> | <u>Annual Rent</u> |
|----------|--------------------|---------------------|--------------------|
| | 1 - 5 | \$ 25,000.00 | \$300,000.00 |
| | 6 - 10 | \$ 26,250.00 | \$315,000.00 |
| | 11 - 15 | \$ 27,917.00 | \$335,000.00 |
| Option 1 | 16 - 20 | \$ 29,584.00 | \$355,000.00 |
| Option 2 | 21 - 25 | \$ 31,250.00 | \$375,000.00 |
| Option 3 | 26 - 30 | \$ 32,916.67 | \$395,000.00 |

3.2 Verification of Area. It is acknowledged and agreed that the Fixed Annual Net Rent described in this Article 3.1 is based upon the gross leasable area on the street floor of the Demised Premises being 20,000 square feet. In the event that Tenant, at Tenant's expense, has the actual square footage of gross leasable area on the street floor of the Demised Premises verified by a licensed architect within thirty (30) days after the Commencement Date, and the gross leasable area on the street floor of the Demised Premises is more or less than 20,000 square feet, the Fixed Annual Net Rent hereunder shall be adjusted for each five (5) year period during the Term at the applicable rental rate per square foot, except that Tenant shall not be obligated to pay Fixed Annual Net Rent or other charges under this Lease which are attributable to any portion of the Demised Premises in excess of 20,000 square feet.

3.3 Place of Payment. All amounts payable under Article 3.1, as well as all other amounts payable by Tenant to Landlord under the terms of the Lease, shall be paid at the office of Landlord set forth above, or at such other place as Landlord may from time to time designate by written notice to Tenant, in lawful money of the United States which shall be legal tender for the payment of all debts and dues, public and private, at the time of payment.

3.4 Percentage Rent.

(a) Commencing on the Commencement Date, in addition to the other payments called for herein, Tenant further agrees that, with respect to any Lease Year during the term hereof in which the Gross Sales of Tenant in, upon or from the Premises shall exceed the Minimum Basis of Sales (Minimum Basis of Sales shall be prorated for any period of less than twelve (12) calendar months), Tenant shall pay to Landlord, as percentage rent, a sum equal to one percent (1%) multiplied by Gross Sales for such year in excess of the Minimum Basis of Sales.

(b) The Minimum Basis of Sales shall be the following amounts for the periods set forth below:

| <u>Lease Term Period</u> | <u>Minimum Basis of Sales</u> |
|---|-------------------------------|
| Commencement Date through end of Fifth Lease Year | \$6,486,486.00 |
| Lease Years Six through Ten | \$6,647,188.00 |
| Lease Years Eleven through Fifteen | \$7,069,231.00 |

| | |
|---|----------------|
| Lease Years Sixteen through Twenty | \$7,491,275.00 |
| Lease Years Twenty-One through Twenty-Five | \$7,927,140.00 |
| Lease Years Twenty-Six through Thirty | \$8,335,363.00 |

It is understood that the Minimum Basis of Sales is subject to appropriate proration for any partial Lease Year as may be required.

(c) The reporting of Gross Sales hereunder shall be made annually. Commencing with the first Lease Year of the term hereof, and continuing throughout the remainder of the Term, the percentage rent due under this Lease shall be determined and paid by Tenant to Landlord on or before the expiration of sixty (60) days following the close of each Lease Year. Percentage Rent for the first and last Lease Years, if more or less than twelve (12) months, will be calculated on a proportional basis.

(d) The term "Gross Sales" as used herein shall be construed to include the entire amount of the actual sales price, whether for cash or otherwise, of all sales of merchandise and/or service and any other receipt whatsoever of all business conducted in or from the subject premises, including, but not limited to, mail orders, telephone orders, and/or other orders in whatever manner received or filled whether in whole or in part at the subject premises, and also including all deposits not refunded to purchasers; orders taken in or from the subject premises, although said orders may be filled elsewhere; manufacturer's and/or distributor's rebates and refunds; receipts from vending machines and telephones in the subject premises; and sales by any subtenant, concessionaire, licensee or other person in said subject premises, provided that nothing herein shall prevent Landlord from requiring an additional or different percentage rent as a condition to approval of any subtenant, concessionaire or licensee of Tenant hereunder. No deduction shall be allowed for uncollected or uncollectible accounts. Said term shall not include, however, any sales tax, use tax or any other tax collected from a customer by the tenant and paid by the tenant to any duly constituted governmental authority, nor shall it include the exchange of merchandise between the stores of the tenant, if any, where such exchange of goods or merchandise is made solely for the convenient operation of the business of the tenant and not for the purpose of consummating a sale which had theretofore been made at, in, from or upon the subject premises and/or for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made at, in, from or upon the subject premises, nor the amount of returns to shippers or manufacturers, nor the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by the purchaser and accepted by the tenant, nor sales of the tenant's store fixtures, nor sales at a discount to the tenant's employees to the extent the same do not exceed two percent (2%) of the tenant's gross sales, nor fees paid by manufacturers or suppliers of products for linear footage or end caps.

(e) Tenant shall submit to Landlord by no later than sixty (60) days following the expiration of each Lease Year, at the place where the rent herein reserved is then payable, a complete statement certified by Tenant's chief financial officer, showing in all reasonable detail the amount of Gross Sales made from the Premises each Lease Year. Tenant shall require of its subtenants, concessionaires and licensees, if any, to furnish similar statements to Landlord within the same periods specified.

(f) In the event Landlord is not satisfied with any of the statements as submitted by Tenant and/or its subtenants, or others, or if Tenant or any other person herein obligated fails to furnish the statements required herein, then and in that event Landlord shall have the right to make an audit of Tenant's and its subtenant's, etc., books and records pertaining to sales on, or in connection with, the Premises leased herein. If any such statement is found to be incorrect to an extent of more than three percent (3%) in amount over the figures submitted by Tenant and its subtenant, etc., or if such statements are not furnished, Tenant shall promptly pay for such audit and the deficiency in rent at the same time and in addition to the next payment of Fixed Annual Net Rent, and, if such audit proves Tenant's and subtenant's statements to be correct, or together to vary not more than three percent (3%) from the results of the special audit, then the expense of such audit shall be borne by Landlord. Landlord's right to examine Tenant's and its subtenant's books and records, as hereinbefore set forth, or to make an audit thereof, shall be available to Landlord only for a two-year period after the last statement for such Lease Year period shall have been furnished to Landlord.

(g) Tenant shall and hereby agrees that it and its subtenants, concessionaires and licensees, if any, will keep in the Premises, or at the location identified as Tenant's address for notices, a permanent and accurate set of books and records of all sales of merchandise and services, and all revenue derived from other departments of the business conducted in said Premises, for a period of two (2) years after the expiration of the applicable Lease Year, and all supporting records, including taxes.

ARTICLE FOUR

Title

4.1 Title. The Landlord warrants, represents and covenants that it has good indefeasible title to the Demised Premises and the Shopping Center, and the right, power and authority to make this Lease for the Term aforesaid without the consent or joinder of any other party; that the persons signing on behalf of Landlord are authorized to bind Landlord; that the provisions of this Lease do not conflict with or violate the provisions of existing agreements between the Landlord and third parties; that the Premises and the uses thereof for the purposes specified in this Lease are in conformity with all applicable legal requirements including, without limitation, zoning and planning ordinances, and do not violate applicable restrictions, if any; and that Landlord will timely deliver actual possession of the Premises to the Tenant free of all tenants and occupants. Upon written request by Tenant, Landlord shall furnish to Tenant reasonably satisfactory evidence of Landlord's title to the Shopping Center.

ARTICLE FIVE

Real Estate Taxes

5.1 Real Estate Taxes. (a) The Tenant agrees to pay the Landlord for Tenant's pro rata share of real property taxes and assessments during the Term of this Lease in the manner herein-after provided. Any such payment shall be made within thirty (30) days after the receipt by the Tenant of an invoice from the Landlord for such pro rata share, together with a copy of the tax bill and other supporting documentation reflecting the manner in which such pro rata share has been calculated covering the Demised Premises for the year in which reimbursement is sought. Such reimbursement shall be based on said taxes as if

Landlord obtained the maximum discount on said taxes as allowed by law. Landlord agrees to pay said taxes within fifteen (15) days of Tenant's payment hereunder and to deliver a copy of a paid receipt for same to Tenant within fifteen (15) days of Landlord's receipt of such paid receipt.

(b) In the alternative, Landlord may reasonably determine and estimate Tenant's pro rata share of the real property taxes so that Tenant shall pay same in twelve (12) equal estimated installments, calculated on a calendar year (except if the initial term starts other than January 1, in which event the calculation shall be made based on the number of months existing prior to January 1). Landlord shall provide the estimate at least thirty (30) days prior to January 1 each calendar year during the Term. The Landlord covenants and agrees to present to the Tenant an annual statement showing an itemization of said real property taxes and the allocation of same to the other tenants in the Shopping Center. The Tenant and Landlord covenant and agree to readjust all sums due to the Landlord or Tenant, as the case may be hereunder within fifteen (15) days after receipt from the Landlord of said statement, and any requested bills and evidence of payment of same for each calendar year.

(c) In the event that the Demised Premises is not separately assessed, Tenant's pro rata share of real property taxes assessed against the Shopping Center shall be calculated as a fraction with the numerator equal to the gross leasable area contained within the Demised Premises and the denominator equal to the total gross leasable area contained in all buildings within the Shopping Center (including the Demised Premises but excluding any buildings on parcels which are separately assessed).

(d) Landlord agrees that if any general or special assessment, whether ordinary or extraordinary is assessed against the Shopping Center including the Demised Premises which may be payable over a term of years, Landlord shall use its best efforts to obtain the maximum term for the payment of such assessment, and only such portion which falls due within each year of this Lease to be used in the allocation of Tenant's pro rata share.

(e) Tenant shall not be chargeable with or be obligated to pay any tax of any kind whatsoever which may be imposed on the Landlord, the rents payable hereunder or the Demised Premises except the real property taxes and assessments mentioned in the first paragraph of this Article, except that Tenant shall be liable for and shall pay taxes levied in whole or partial substitution of real property taxes and assessments and further, Tenant shall pay for sales, use or excise taxes on the rents payable hereunder (including the Florida rent tax). In no event shall Tenant be obligated to pay any portion of inheritance, estate, succession, transfer, gift, franchise, corporation, or net income tax imposed upon Landlord.

(f) Landlord agrees to notify Tenant of any increase in taxes or of pending assessments after receipt of the tax bill or other evidence of such increase or notice of a pending assessment and sufficiently in advance of any deadline to enable Tenant to determine whether such increase or assessment should be contested. Tenant shall have the right to require Landlord to contest the amount or validity of the determination thereof, provided that such increase or assessment increases Tenant's taxes by more than ten percent (10%) over the taxes for the prior year and further provided that tenants of the Shopping Center who, together with Tenant, occupy a total of at least one-third (1/3) of the gross leasable area of the Shopping

Center have joined in Tenant's request to Landlord to contest such increase or assessment.

(g) It is covenanted and agreed that in the event of a rebate for taxes or of an assessment for any reason including, but not limited to, Tenant's efforts, said rebate shall be shared by Landlord and Tenant in the same ratio that they originally shared payment of the taxes and assessments after reimbursing Tenant and Landlord for their respective costs and expenses of obtaining such rebate.

(h) Notwithstanding any provision hereof to the contrary, Tenant shall not be obligated to pay any portion of any increase in taxes assessed or imposed on the Shopping Center to the extent such increased assessment or imposition is due to new construction or additional development of the Shopping Center in excess of the construction and development shown on the site plan attached hereto as Exhibit "A" and made a part hereof.

ARTICLE SIX

Hazardous Substances

6.1 Landlord's Representations. The Landlord represents to Tenant that it has no knowledge (a) of the presence of any Hazardous Substances (as herein defined), including transformers containing polychlorinated biphenyl ("PCBs") within the Leased Premises; or (b) of any spills, releases, discharges, or disposal of Hazardous Substances that have occurred or are presently occurring on, onto, or into the Leased Premises; or (c) of the presence at any time of any underground storage tanks or any petroleum or petroleum products on, under, or in the Demised Premises, or in storage tanks on or under the Premises ("Petroleum Tanks"). The Landlord further represents to Tenant that it has no knowledge of any failure of the Leased Premises to comply with all applicable local, state, and federal environmental laws, regulations, ordinances, and administrative and judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport, and/or disposal of any Hazardous Substances (collectively called "Environmental Laws"). As used in this Article, the term "Hazardous Substances" shall mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous or toxic substance, or other similar term, by any federal, state, or local environmental statute, regulation, or ordinance presently in effect or that may be promulgated in the future, as such statutes, regulations, and/or ordinances may be amended from time to time.

6.2 Landlord's Obligations. Landlord agrees to indemnify, protect, defend and hold Tenant harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, (including without limitation reasonable attorney's fees at all trial and appellate levels), arising directly or indirectly from or out of, or in any way connected with: (a) the presence of any Hazardous Substances on or off the Leased Premises within the Shopping Center; or (b) any violation or alleged violation of any Environmental Laws, whether attributable to events occurring before or after the execution of this Lease, unless such presence or violation was caused by a default by Tenant under this Article 6. Upon receipt of notice that the Premises or the Shopping Center fails to comply with applicable Environmental Laws and such failure was not caused by a default by Tenant under this Article 6, and such failure materially and adversely affects the operation of Tenant's business at the Premises, Landlord, at Landlord's sole cost and expense, shall perform all remedial action necessary to cure such failure. If

such failure materially and adversely affects Tenant's use and enjoyment of the Demised Premises and such remedial action is not commenced within sixty (60) days from the date same is brought to Landlord's attention and thereafter diligently pursued to completion, then Tenant shall have the option to terminate this Lease upon written notice to Landlord. To the extent Tenant cannot utilize the Demised Premises due to the failure of the Premises or the Shopping Center to comply with Environmental Laws or the presence of Hazardous Substances or Petroleum Tanks or any necessary remedial action resulting therefrom, and such failure or presence was not caused by a default by Tenant under this Article 6, then the rent and all other payments due hereunder from Tenant to Landlord shall be abated.

6.3 Tenant's Obligations. Tenant agrees that it will not (and it will take all steps necessary to assure that its employees, agents, invitees and licensees do not) maintain, carry, spill, release, discharge or dispose of any Hazardous Substances in, on, onto or into the Premises; provided only that, Tenant may carry and sell in the ordinary course of its business and in compliance with all applicable laws, regulations, ordinances and orders, Hazardous Substances that are pre-packaged when brought on the Premises and which are sold in those original packages to Tenant's customers. Tenant agrees to indemnify, protect, defend and hold Landlord harmless from and against any and all claims, damages, losses, liens, liabilities and penalties (including without limitation reasonable attorneys' fees) arising directly or indirectly from or out of any failure by Tenant to comply with its obligations contained in this Article 6. Tenant shall be solely responsible for any clean up, disposition or repair necessitated solely by Tenant's failure to comply with any applicable federal, state or local laws, regulations, ordinances or orders relating to the sale, storage, generation, use or disposal of Hazardous Substances, provided that nothing herein shall be deemed to limit Landlord's right to perform any required remedial action and to charge Tenant upon demand the reasonable cost thereof as additional rent in the event that Tenant fails to perform such remedial action within the applicable cure period provided by this Lease.

6.4 Survival of Article. The terms of this Article 6 shall survive the termination of this Lease.

ARTICLE SEVEN

Use and Compliance with Laws, etc.

7.1 Permitted Use. (a) Landlord understands and agrees that Tenant will initially use the Demised Premises for the retail sale of pets (other than dogs and cats); pet services (including vaccinations and pet photography); pet supplies, including, without limitation, pet food, pet grooming products, instructional material relating to pets and pet accessories; and other products and services relating to pets. Such use of the Demised Premises shall not constitute a violation of or default under this Lease Agreement. Any other use of the Demised Premises by Tenant shall require Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. Without limiting the generality of the foregoing sentence, Landlord may withhold its consent to a proposed change in use by Tenant if the proposed new use by Tenant would violate any exclusive use restriction granted to another tenant of the Shopping Center whose lease is in effect at the time of the proposed change in use by Tenant. Tenant shall not use the Demised Premises for any unlawful purpose, nor shall Tenant commit any waste of the Demised Premises or the Shopping Center or cause any

nuisance or disturbance affecting other tenants of the Shopping Center.

(b) Landlord hereby represents and warrants to Tenant that the use of the Demised Premises for the purpose specified in the first sentence of Article 7.1(a) above shall not and does not conflict with the terms and conditions of any other existing leases or other agreements concerning the Shopping Center.

7.2 Tenant's Compliance With Laws. Tenant shall, throughout the Term, and at no expense whatsoever to Landlord, promptly comply, or cause compliance, with all federal, state, county and municipal governmental laws, ordinances, rules, and regulations which may be applicable to Tenant's use of the Demised Premises, including but not limited to the fixtures and equipment thereof.

7.3 Landlord's Compliance With Laws. Landlord shall comply with or cause compliance with such laws, ordinances, rules, and regulations affecting any part of the Shopping Center and structural portions of the Demised Premises if such compliance is not necessitated by Tenant's negligence or by any particular use of the Demised Premises by Tenant other than general retail use.

7.4 Condition of Demised Premises. Tenant has inspected the Demised Premises and hereby agrees to accept same in their "as is" condition on the Commencement Date unless specified elsewhere in this Lease, provided the Demised Premises are then in substantially the same condition as on the date hereof except the Landlord's Work shall have been completed and Landlord shall deliver the Demised Premises to Tenant vacant and broom clean.

7.5 Contest of Orders, Etc. Tenant, after notice to Landlord, may contest by appropriate legal proceedings, without cost or expense to Landlord, the validity of any law, ordinance, rule, or regulation of the nature referred to in this Article 7, provided, however, that (a) such non-compliance shall not result in criminal responsibility on the part of Landlord or subject Landlord to any fine or penalty, (b) Tenant shall diligently prosecute such contest to a final determination by a court, department or governmental authority or body having final jurisdiction, and (c) Tenant shall first satisfy Landlord concerning its financial ability to comply with such law, ordinance, order, rule, regulation or requirements, and (d) Tenant shall indemnify Landlord against any and all liability, loss and damage which Landlord may sustain by reason of Tenant's failure or delay in complying therewith. In any event, however, Tenant may not defer compliance if such deferment would constitute a violation of any of the provisions of any fee mortgage of which Tenant has actual knowledge and to which this Lease is now or hereafter becomes subordinate. Landlord agrees to cooperate reasonably with Tenant, and to execute any documents reasonably required for the purpose of any such contest, provided that the same shall be without cost or expense to Landlord. Landlord shall have the right, but not the obligation, to contest by appropriate legal proceedings, at Landlord's expense, any such law, ordinance, rule, regulation or requirement.

ARTICLE EIGHT

Utilities: Permits and Approvals

8.1 Utilities. Tenant agrees to pay or cause to be paid all charges for gas, water, electricity, or other utility service used, rendered or supplied to, upon or in connection with the Demised Premises throughout the Term, and to indemnify Landlord and save it harmless against any liability or damage on such account. Landlord shall install separate meters, at Landlord's expense, to measure Tenant's consumption of gas, water

and electricity and other utilities, and Landlord shall keep such separate meters in good repair and replace them when necessary. Landlord represents that all of the above utilities are available to the Demised Premises. Tenant's obligations under this Lease are expressly contingent upon the availability of adequate utilities to the Demised Premises when Landlord delivers the Demised Premises to Tenant in accordance with Article Two of this Lease. Landlord shall have no liability for an interruption in utility service to the Demised Premises unless such act or omission is caused by the act or omission of Landlord.

8.2 Permits and Approvals. Landlord acknowledges that Tenant's use of the Demised Premises is conditioned upon Tenant receiving all permits, licenses, variances and approvals (collectively called the "Permits") necessary to construct Tenant improvements, install Tenant's signage, and to operate Tenant's business in the Demised Premises. Therefore, Tenant's obligations under this Lease are contingent upon the Permits being granted on terms and conditions satisfactory to Tenant and no longer subject to appeal. In the event that any of the Permits are not obtained within sixty (60) days from the effective date of this Lease, then Tenant shall have the option to terminate this Lease by written notice to Landlord within ten (10) days after the expiration of such sixty (60) day period, and, upon such termination, both parties shall be relieved of all future obligations and liabilities hereunder. In the event that Tenant does not provide written notice of termination within such ten (10) day period, Tenant's right to terminate under this Article 8.2 shall be deemed to be waived. Landlord agrees to cooperate with Tenant, and to execute any documents reasonably required for the purpose of obtaining the Permits, provided that Tenant shall reimburse Landlord for any reasonable costs incurred by Landlord in cooperating with Tenant. In the event that any of the Permits are conditioned upon structural portions of the Demised Premises or any other portion of the Shopping Center or the surrounding area being brought to meet applicable code, then it shall be Landlord's obligation, at Landlord's expense, to do whatever is necessary to bring the Demised Premises, the Shopping Center and the surrounding area to code prior to the Commencement Date.

ARTICLE NINE

Maintenance and Repairs and Right of Inspection

9.1 Tenant's Maintenance and Repairs. Except for repairs and maintenance by Landlord under this Lease, Tenant shall, throughout the Term, at no expense whatsoever to Landlord, take good care of the Demised Premises including, without limitation, the plate glass and the heating, ventilation and air conditioning ("HVAC") system which exclusively serves the Demised Premises, and shall not do or suffer any waste with respect thereto, reasonable wear and tear excepted, and Tenant shall promptly make all repairs necessary to keep the Demised Premises in good and lawful order and condition. When used in this Article Nine, the term "repairs" shall include replacements, restoration and/or renewals when necessary. The provisions and conditions of Article Eleven applicable to changes or alterations shall similarly apply to repairs required to be done by Tenant under this Article. Except as otherwise provided in this Lease, nothing herein contained shall be construed to prevent Tenant or any licensee, sublessee, or other occupant claiming under or through Tenant from removing from the Demised Premises trade fixtures, inventory, furniture, and equipment owned by Tenant or any licensee, sublessee or other occupant (other than Shopping Center equipment) on the condition, however, that Tenant shall,



Premises or the Shopping Center, Tenant shall cause the same to be discharged of record or bonded around within thirty (30) days after the date of filing of same, by either payment, deposit or bond. If Tenant shall fail to discharge any such lien or to post sufficient bond within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, procure the discharge of the same either by paying the amount claimed to be due, by deposit in court or bonding, and Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment, if any, in favor of the lienor with interest, cost and allowances. Any amount paid or deposited by Landlord for any of the aforesaid purposes, and all reasonable legal and other expenses of Landlord in defending any such action or procuring the discharge of such lien together with interest thereon at the annual rate of twelve percent (12%) shall be deemed additional rent hereunder.

10.2 No Consent to Liens. Nothing in this Lease shall be deemed to be, or construed in any way as constituting, the consent or request of Landlord, expressed or implied, by inference or otherwise, to any person, firm or corporation for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration or repair of or to the Demised Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials which might in any way give rise to the right to file any lien against Landlord's interest in the Demised Premises. The foregoing is not intended to limit Tenant's right to contract for construction services or material relating to alterations or improvements otherwise permitted under this Lease. Landlord shall have the right to post and keep posted at all reasonable times on the Demised Premises any notices which Landlord shall be required to post for the protection of Landlord and the Demised Premises from any such lien.

10.3 Security Interest in Fixtures Permitted. Tenant shall have the right at any time to grant a security interest in any goods and property of every type and description owned by Tenant and installed or kept on the Demised Premises, excluding leasehold improvements. Landlord hereby consents to any such security interest and hereby agrees that any interest of Landlord in any goods and property installed or kept by Tenant on the Demised Premises including, without limitation, any statutory or contractual landlord's liens, shall be subordinate and inferior to such security interest. Landlord agrees that it will confirm the foregoing consent and subordination in writing upon request by Tenant or Tenant's lender. Notwithstanding any provision hereof to the contrary, Landlord hereby waives any interest, including without limitation, statutory and contractual landlord's liens, in Tenant's inventory, equipment and trade fixtures.

ARTICLE ELEVEN

Alterations

11.1 Alterations. During the Term of this Lease, Tenant may make alterations, additions and improvements to the Demised Premises without the consent of the Landlord, as Tenant may, in its reasonable judgment, deem desirable for conducting its business thereon; provided, however, that all structural alterations (hereinafter defined) and all exterior alterations will require Landlord's approval, which approval shall not be unreasonably

withheld or delayed. For the purpose of this Article, "structural alterations" are defined as alterations to the roof, building foundation, structural floor, exterior and bearing walls, columns, beams and trusses. Tenant shall, as a condition to making an alteration, addition or improvement affecting the exterior portion of the Demised Premises, provide to Landlord in advance a set of plans and specifications for such exterior work, and Tenant shall additionally provide to Landlord evidence of builder's risk insurance coverage relating to such work. Upon completion of such exterior work, Tenant shall provide to Landlord a set of as-built plans for such work.

11.2 Compliance with Laws. In connection with any alteration, addition, or improvement contemplated by this Article and any repairs or restoration work contemplated by the other terms and conditions of this Lease, Tenant shall comply with all applicable laws, regulations, ordinances and orders of any governmental body having jurisdiction and shall procure all requisite permits. Copies of all such approvals, authorizations, and permits within Tenant's possession shall, upon written request, be delivered to Landlord. Landlord will, upon written request from Tenant, execute any documents reasonably necessary to be signed on its part to obtain any such permit or approval, provided that Tenant shall reimburse Landlord for any reasonable expense incurred in connection therewith, and shall indemnify and hold Landlord harmless from and with respect to the foregoing cooperation by Landlord.

11.3 Property of Landlord. All such alterations, changes and additions made by Tenant (other than Tenant's trade fixtures, inventory and equipment) shall immediately be and become part of the real property and shall be surrendered with the Demised Premises at the expiration or other termination of this Lease.

ARTICLE TWELVE

Insurance

12.1 Tenant's Insurance. During the Term of this Lease, Tenant shall, at its sole cost and expense, provide and maintain or cause to be provided and maintained with respect to the Demised Premises, commercial general public liability insurance protecting and indemnifying Tenant against any and all claims resulting from bodily injury or property damage occurring upon, in or about the Demised Premises, such insurance to afford protection to the limits of not less than One Million Dollars (\$1,000,000.00) in respect of bodily injury or death of any one person and no less than One Million Dollars (\$1,000,000.00) for any property damage, or in lieu of the foregoing a combined single limit of not less than two million dollars (\$2,000,000.00), with such deductibles as are customary, reasonable and prudent. Landlord and the holder of any mortgage against the Shopping Center shall be designated as an additional insureds on such commercial general public liability insurance, and subject to Article 12.4 hereof, Landlord shall be protected and indemnified against any and all claims for bodily injury or property damage that occurs within the Demised Premises and are caused by the negligence of Tenant.

12.2 Landlord Insurance. During the Term of this Lease, Landlord shall, at its sole cost and expense, provide and maintain or cause to be provided and maintained insurance on the Common Areas and all the improvements in the Shopping Center in which the Demised Premises are situated. The Landlord covenants and agrees that any said insurance shall include protection against all the hazards and perils covered by the all-risk form

of insurance policy in effect in the state in which the Demised Premises are located, and shall be in amounts which, in the event of damage or destruction, will yield funds adequate to restore the said improvements to the condition existing immediately prior to any such damage or destruction. Landlord shall also obtain general commercial liability insurance at least equal to that set forth in Article 12.1 for all portions of the Shopping Center including the Common Area, indemnifying and holding harmless Tenant from any and all claims resulting from bodily injury or property damage occurring upon, in or about the common areas of the Shopping Center, including but not limited to attorney's fees, whether suit be brought or not, including appeals, and Tenant shall pay its pro rata share of such liability insurance premiums and such all-risk property insurance maintained by Landlord as part of the Common Area maintenance expense described in Article 34 hereof. Upon request, Landlord shall furnish to Tenant a copy of the invoice for said property insurance premiums and the backup materials for computing Tenant's pro rata share. Tenant shall not be obligated to pay for any portion of any property or liability insurance which results in premiums that are in excess of normal premiums due to the rental of or use of any space in or portion of the Shopping Center by any tenant or other party whose use is unusual or hazardous.

12.3 Policy Endorsement. Prior to the commencement of the Term of this Lease, Tenant and Landlord shall furnish the other party with certificates of insurance covering all insurance coverage required herein. All such certificates shall contain a provision that the insurance carrier shall not cancel or modify the insurance coverage without giving thirty (30) days' prior written notice thereof to both Landlord and Tenant. Current certificates of insurance shall be delivered to both Landlord and Tenant in time sufficient to assure that both Landlord and Tenant shall always possess certificates of insurance evidencing current insurance coverage.

12.4 Waiver of Subrogation. Landlord and Tenant hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise, for any loss or damage to property caused by fire or any of the extended coverage casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Landlord and Tenant agree that they will request their insurance carriers to include in all such policies such a clause or endorsement. If extra costs shall be charged therefor, each party shall advise the other of the amount of the extra costs, and the other party at its election may pay the same, but shall not be obligated to do so, and if it does not elect to pay the same, the other party need not obtain such waiver.

12.5 Insurance Hazard. Landlord or Tenant shall neither do nor suffer anything to be done whereby any of the insurance required by the provisions of this Article 12 shall or may be invalidated in whole or in part. Landlord shall use reasonable efforts not to permit or suffer to be done in any part of the Shopping Center any activities which shall increase the rate of any insurance to be maintained by Landlord or Tenant over that rate normal and customary for the retail sale of non-hazardous materials or products in a shopping center (the "base rate").

Should such occur, Landlord shall pay all costs and expenses of such insurance over the base rate and Tenant shall have no obligation to contribute or pay any amounts in excess of its pro rata share of the base rate. Tenant shall not do or suffer to be done or keep or suffer to be kept, anything in, upon or about the Demised Premises which will contravene Landlord's policies insuring against loss or damage by fire or other casualty, or public liability, or which will prevent Landlord from procuring such policies with companies reasonably acceptable to Landlord. If anything done, omitted to be done or suffered to be done by Tenant, or kept or suffered by Tenant to be kept, in, upon or about the Demised Premises shall cause the premiums for policies covering the Shopping Center, or of other tenants of the Shopping Center, to be increased beyond the base rate from time to time applicable to the Shopping Center, Landlord may require Tenant to pay, and, if Landlord so requires, Tenant shall pay upon demand, as additional rent, the amount of any increase in Landlord's insurance premiums.

12.6 Insurance in General. Notwithstanding anything to the contrary hereinabove contained, the Tenant or Landlord may, at its option, include any of the insurance coverage hereinabove set forth in general, umbrella or blanket policies of insurance. Each policy of insurance required hereunder shall provide that losses shall be payable notwithstanding any act or negligence of the named insured if such clause is obtainable from the insurance company without additional cost or charge. All insurance required of Tenant or Landlord hereunder shall be effected under valid and enforceable policies by insurers of recognized responsibility authorized to do business in the State of Florida having a Best's rating of at least A-.

12.7 Insurance Proceeds. Tenant and Landlord shall cooperate with each other in connection with the collection of any insurance monies that may be due in the event of loss and Landlord shall execute and deliver to Tenant such proofs of loss and other instruments which may be required for the purpose of obtaining the recovery of any such insurance monies.

ARTICLE THIRTEEN

Casualty Damage

13.1 Casualty Damage. (a) If the Demised Premises or any substantial portion of the Shopping Center is damaged by fire or other casualty, Landlord shall proceed with reasonable diligence and at its sole cost and expense to repair and restore the Demised Premises and the Shopping Center to the condition existing immediately prior to such damage. In the event the repair or restoration will require, in Tenant's reasonable opinion, more than 180 days from the date of such damage, or if Landlord fails to commence rebuilding or repair within 60 days after the date of any casualty damage, then Tenant shall have the option to terminate this Lease effective as of the date of Tenant's cessation of business at the Demised Premises by reason of such casualty, which option may be exercised by giving at least thirty (30) days written notice of such termination to Landlord. Such termination shall be void in the event that Landlord completes the repair or restoration prior to the expiration of such thirty (30) day period. Landlord and Tenant shall each have the option to terminate this Lease upon thirty (30) days prior written notice to the other in the event the Demised Premises or a substantial portion of the Shopping Center (over 50% of the total gross leasable area) is damaged by fire or other casualty which occurs in the last two (2) years of the Original Term or the last two (2) years of any option period unless Tenant exercises or has exercised its next available option, if

any, to renew this Lease within said thirty (30) day period. In the event that more than fifty percent (50%) of the gross leasable area of the Shopping Center is damaged by fire or other casualty, Landlord may, upon forty-five (45) days written notice to Tenant, elect to terminate this Lease. If Landlord does not elect to terminate this Lease pursuant to the preceding sentence, Landlord shall proceed with reasonable diligence to restore the Shopping Center subject to the right of Landlord or Tenant to terminate as set forth above. In the event that Landlord terminates this Lease pursuant to this Article 13.1 and thereafter repairs and restores the Shopping Center for retail purposes within one (1) year after such termination, Tenant may elect at any time during such one (1) year period by notice to Landlord to reinstate this Lease on all of its terms and conditions except that the Term of this Lease, as reinstated, shall be equal to the portion of the Term which remained prior to the termination of this Lease by Landlord and will commence upon the earlier to occur of (i) sixty (60) days after Landlord shall have delivered possession of the Demised Premises to Tenant in substantially the same condition as existed prior to the damage, except for Tenant's trade fixtures, inventory and equipment or (ii) the date that Tenant opens to the public for business at the Demised Premises after such reinstatement. In the event of a termination of this Lease pursuant to this Article 13.1 (except as provided in the preceding sentence) both Landlord and Tenant shall be released from further liabilities which may accrue under this Lease after such termination.

(b) In the event that neither Landlord nor Tenant elects to terminate this Lease as a result of damage caused by fire or other casualty, Tenant shall be entitled to a fair and reasonable abatement of Fixed Annual Net Rent and other charges (including without limitation common area maintenance charges and other charges provided for herein) from the date of the occurrence of such fire or other casualty until the date on which any repairs or restoration are complete for such portion of the Demised Premises which are not reasonably usable.

ARTICLE FOURTEEN

Condemnation

14.1 Termination of Lease on Taking. If at any time during the Term of this Lease, the whole of the Demised Premises shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, except as provided in Article 14.3, this Lease shall terminate on the date of such taking. If less than all of the Demised Premises shall be so taken and in the Tenant's reasonable opinion the remaining part is insufficient for the profitable conduct of the Tenant's business, or the Demised Premises cannot be restored to such a condition to permit the usual and customary operation of Tenant's business within one hundred eighty (180) days of the taking, then Tenant may, by notice to the Landlord within sixty (60) days after notice of such taking, terminate this Lease. If less than the whole of the Shopping Center shall be taken in condemnation proceedings and (i) if so much of the Shopping Center shall be taken that the ratio of the parking area to floor area of all buildings in the Shopping Center is reduced below the minimum ratio required by applicable law or code, or (ii) if the loading area for the Demised Premises is taken unless a substitute loading area reasonably satisfactory to Tenant is provided, or (iii) if any median cut, means of ingress or egress, traffic control device, traffic control device synchronization or turn lane on a road adjacent to or benefitting the Shopping Center is so altered without Tenant's consent, as to materially and adversely affect the flow of traffic in, to, from or about the

Shopping Center, or (iv) a material obstruction to the view of the Demised Premises will result after the taking has been effected through construction of a roadway or otherwise, without Tenant's consent, Tenant may cancel this Lease by written notice to Landlord within sixty (60) days after possession shall be taken by the condemning authority or such alteration is effected. If the Tenant exercises its option to cancel or terminate this Lease, this Lease and the term hereof shall end on the date specified in the Tenant's notice and the Fixed Annual Net Rent and other charges shall be apportioned and paid to the date of such taking, no Fixed Annual Net Rent or other charges being payable thereafter.

14.2 Continuance of Lease on Taking. If less than all of the Demised Premises shall be taken and this Lease is not terminated pursuant to Article 14.1, this Lease shall remain unaffected, except that the Tenant shall be entitled to a pro rata abatement of Fixed Annual Net Rent and other charges hereunder based on the proportion which the area of the space so taken bears to the space demised hereunder immediately prior to such taking.

14.3 Temporary Taking. If the use and occupancy of the whole or any part of the Demised Premises or the Shopping Center is temporarily taken for a public or quasi-public use for a period less than the balance of the term, at the Tenant's option to be exercised in writing and delivered to the Landlord not later than sixty (60) days after the date the Tenant is notified of such taking, this Lease and the term hereby granted shall terminate on the date specified in the Tenant's notice or if no notice is given, this Lease shall continue in full force and effect. If this Lease remains in effect the Tenant shall be entitled to a proportionate abatement of Fixed Annual Net Rent and other charges hereunder in the manner and to the extent provided in paragraph 14.2 or, at its option, shall receive that portion of the award for such taking which represents compensation for the value of the Tenant's leasehold estate and the Term demised hereunder, in which case the Tenant shall continue to pay in full the Fixed Annual Net Rent and other charges hereunder when due. If the Lease is terminated, Tenant shall be entitled to a fair reduction of Fixed Annual Net Rent and other charges during the period of partial taking and prior to the effective date of termination.

14.4 Compensation for Taking. All compensation awarded or paid upon such a total or partial taking will belong to and be the property of Landlord without participation by Tenant and without any deduction therefrom for any present or future estate of Tenant. Tenant will, however, be entitled to claim, prove and receive in such condemnation proceedings, such award as may be allowed for loss of business, for fixtures and other equipment installed by Tenant, for loss of Tenant's leasehold interest, and for relocation costs; provided that no such claim of Tenant will diminish or otherwise adversely affect Landlord's award or the award of any and all ground and underlying lessors and mortgagees.

14.5 Continuance in Partial Taking. If there is a taking hereunder and this Lease is continued, Landlord shall, at its expense, proceed with reasonable diligence to repair, alter and restore the Demised Premises as a complete architectural unit of substantially the same proportionate usefulness, design and construction existing immediately prior to the date of taking, except that, to the maximum practicable extent, Landlord shall reconstruct the Premises in accordance with the drawings and specifications furnished by Tenant, which drawings and specifications shall be substantially similar to the Plans.

14.6 Definition of Condemnation. Taking by condemnation or eminent domain hereunder shall include the exercise of any similar governmental power and any sale, transfer or other disposition of the Demised Premises or the Shopping Center or land in lieu or under threat of condemnation.

ARTICLE FIFTEEN

Landlord's Right to Perform Tenant's Covenants

15.1 Landlord's Right to Perform. Tenant covenants and agrees that if it shall at any time fail to make any payment or perform any act which Tenant is obligated to make or perform under this Lease, then Landlord may, but shall not be obligated to do so, after Tenant's time to make any such payment or perform any such act as provided in Article Sixteen has expired, and without waiving or releasing Tenant from, any obligations of Tenant in this Lease contained, make any payment or perform any act which Tenant is obligated to perform under this Lease, in such manner and to such extent as shall be reasonably necessary, and in exercising any such rights, pay reasonably necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorneys' fees. Notwithstanding the foregoing, Landlord may make any such payment or perform any such act before Tenant's time to do so as provided in Article Sixteen has expired if the same is absolutely necessary or required for the preservation or protection of the Premises or the Shopping Center. All sums so paid by Landlord and all reasonably necessary and incidental costs and expenses in connection with the performance of any such act by Landlord including reasonable legal fees, if any, together with interest thereon at the annual rate equal to twelve percent (12%) from the date of the making of such expenditure by Landlord, shall be deemed additional rent hereunder and, except as otherwise in this Lease expressly provided, shall be payable to Landlord on demand or at the option of Landlord may be added to any rent then due or thereafter becoming due under this Lease, and Tenant covenants to pay any such sum or sums with interest as aforesaid and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of the rent.

ARTICLE SIXTEEN

Default Provisions

16.1 Events of Default. Each of the following shall be deemed an "Event of Default" by Tenant and a breach of this Lease:

- (a) (i) Filing of a petition by Tenant for adjudication as a bankrupt or for reorganization or for an arrangement under any federal or state statute, except in a Chapter 11 Bankruptcy where rent is being paid and the terms of the Lease are being complied with;
- (ii) Involuntary dissolution or liquidation of Tenant;
- (iii) Appointment of a permanent receiver or a permanent trustee of substantially all of the property of Tenant, if such appointment shall not be vacated within sixty (60) days;
- (iv) Taking possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority for dissolution, rehabilitation, reorganization or liquidation of the Tenant if such taking of possession shall not be vacated within one hundred twenty (120) days;

(v) Making by the Tenant of an assignment for the benefit of creditors.

(b) If Tenant shall fail in making any payment of Fixed Annual Net Rent, or any part thereof, when the same shall become due and payable, and such failure shall continue for fifteen (15) days after written notice thereof is delivered from Landlord to Tenant; provided, however, that for each Lease Year during which Landlord has already given Tenant three (3) written notices of an actual failure of Tenant to pay an installment of Fixed Annual Net Rent when due, no further notice shall be required for the remaining portion of such Lease Year (i.e., the event of default will automatically occur if an installment of Fixed Annual Net Rent is not paid when due); or

(c) If Tenant shall fail to pay any item of additional rent or any other charge required to be paid as set forth herein, and such failure shall continue for twenty (20) days after written notice thereof is delivered from Landlord to Tenant; or

(d) If Tenant shall fail to perform or observe any other requirement of this Lease on the part of Tenant to be performed or observed, and such failure shall continue for thirty (30) days after written notice thereof is delivered from Landlord to Tenant; however, if the failure cannot with due diligence be cured prior to the expiration of the thirty (30) days from the date of receipt of the notice provided for the above and Tenant commences within the thirty (30) days after that date to eliminate the cause of such failure and proceeds diligently and with reasonable dispatch to take all steps and to do all the work required to cure such failure, then Tenant shall not be in default under this Lease.

16.2 Remedies for Tenant's Default. Upon the occurrence of any Event of Default set forth in this Lease and continuance thereof after giving of notice and expiration of applicable cure period, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Demised Premises to Landlord, and if Tenant fails to surrender the Demised Premises, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Demised Premises, by changing locks if necessary, and lock out, expel, or remove, in accordance with the law, Tenant and any other person who may be occupying all or any part of the Demised Premises, without being liable for prosecution of any claim for damages. This Lease and the Term hereof, as well as all of the right, title and interest of Tenant hereunder, shall wholly cease and expire in the same manner and with the same force and effect as if the date of expiration were the date originally specified herein for the expiration of this Lease and the Term, and Tenant shall then quit and surrender the Demised Premises to Landlord; provided that Tenant shall remain liable for all payment and performance obligations of Tenant under this Lease as and when the same become due, subject to credit for amounts received by Landlord from reletting after reimbursement of Landlord's expenses of reletting as provided in Article 16.2(b) below; or

(b) Without terminating this Lease enter upon and take possession of the Demised Premises, by changing locks if necessary, and lock out, expel or remove, in accordance with the law, Tenant and any other person who may be occupying all or part of the Demised Premises, without being liable for any claim for damages, and relet the Demised Premises on behalf of Tenant and

receive directly the rent by reason of the reletting. Landlord shall use reasonable efforts to relet the premises and obtain a reasonable rental rate, provided that Landlord shall not be required to give any priority to the Demised Premises over any other vacant space in the Shopping Center. Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of any reletting of the Demised Premises; further, Tenant agrees to reimburse Landlord on demand for reasonable costs incurred by Landlord to relet the Demised Premises, including customary brokerage fees, reasonable attorneys' fees and the cost of repairs to the Demised Premises, but including the cost of alterations or remodeling only to the extent necessary to return the Demised Premises to a vanilla shell (not including floor, ceiling and wall coverings); or

(c) Enter upon the Demised Premises, by changing locks if necessary, without being liable for prosecution of any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to reimburse Landlord on demand for any reasonable expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease; further, Tenant agrees that Landlord shall not be liable for any damages resulting to Tenant from effecting compliance with Tenant's obligations under the subparagraph unless caused by the negligence of Landlord; or

(d) Upon the occurrence of any Event of Default set forth in this Lease, Landlord may remove and store any property of Tenant that remains on the Demised Premises. Landlord may store such property at any location satisfactory to Landlord. Landlord may dispose of such stored property after the expiration of sixty (60) days from the date Tenant received notice that such property is so stored. Landlord shall deliver, by certified mail to Tenant at Tenant's last known address as shown by Landlord's records, a notice stating that Landlord may dispose of Tenant's property if Tenant does not claim the same within sixty (60) days after Tenant receives notice that such property was stored.

16.3 Removal of Tenant. If this Lease shall be terminated as provided in the preceding Article 16.2(a) hereof, Landlord, or Landlord's agents or servants may immediately or at any time thereafter re-enter the Demised Premises and remove therefrom Tenant, its agents, employees, servants, licensees, and any subtenants and other persons, firms or corporations, and all or any of its or their property therefrom, either by summary proceedings or by any suitable action or proceeding at law, and repossess and enjoy said Demised Premises, together with all additions, alterations and improvements thereto (excepting Tenant's trade fixtures, inventory and equipment).

16.4 Re-Entry by Landlord. In case this Lease shall be terminated as hereinbefore provided, or by legal proceedings, or in the event of a default which entitles Landlord to retake possession of the Demised Premises for the account of Tenant as provided herein Landlord or its agents may, immediately or any time thereafter, re-enter and resume possession of the Demised Premises or such part thereof, and remove all persons and property therefrom, by a suitable action or proceeding at law. No re-entry by Landlord shall be deemed an acceptance of or a surrender of this Lease.

16.5 Default by Landlord. Except as otherwise provided in this Lease, in the event Landlord fails to perform any of its obligations under this Lease, Tenant agrees that it will not pursue any remedy available to it until thirty (30) days after written notice by Tenant to Landlord; provided, however, such

thirty (30) day period shall be extended for a reasonable period if such failure cannot with due diligence be cured within such thirty (30) day period and Landlord commences in such thirty (30) day period to cure such failure and proceeds diligently to complete such cure. In addition to any and all remedies that may be available to Tenant at law or in equity, Tenant shall have the right and option, from and after the expiration of such thirty (30) day period (as such period may be extended as provided above), to terminate the Lease or cure any default by Landlord and expend any sums Tenant deems reasonably necessary to effect such cure, and Landlord shall upon demand reimburse Tenant for the cost thereof. If Tenant elects to cure a default by Landlord, Tenant shall do so in accordance with Article 16.6 below. If any institutional lender shall have given prior notice to Tenant that is the holder of the mortgage on the Demised Premises and such notice includes the address at which such notices to such mortgagee are to be sent, then Tenant agrees to give to the holder of such mortgage, simultaneously with any notice given to Landlord, notice to correct any default of Landlord as hereinabove provided and agrees that, before Tenant may take any action to terminate this Lease, the holder of record of such mortgage shall have the right to correct or remedy Landlord's default during the time period provided above for Landlord to cure such default plus an additional thirty (30) days, or within such additional period of time as shall be reasonably necessary to allow such institutional lender to obtain possession of the Demised Premises including possession by a receiver or by completion of foreclosure upon, or other means of acquisition of Landlord's interest in this Lease, provided that the institutional lender shall proceed with reasonable diligence to obtain possession of the Demised Premises and thereafter to correct or remedy such default, provided that, any delay in doing so shall not impair Tenant's occupancy or continued use of the premises. The additional period provided to the lender shall apply to Tenant's right to terminate this Lease as a result of a default by Landlord, but such additional period shall not apply to other rights and remedies of Tenant under this Lease.

16.6 Curing of Defaults. If Landlord or Tenant shall default in the performance or observance of any covenant or condition herein contained on either Landlord's or Tenant's part to be performed or observed for more than the applicable notice period as provided in this Lease, the other party may, or without such notice if an emergency shall exist, perform the same for the account and at the expense of the other, and the expense of doing so, together with interest thereon at the rate of twelve percent (12%) per annum from the date of the advance therefor shall be due and payable upon demand. If Landlord or Tenant shall incur any expense, including reasonable attorneys' fees, in instituting, prosecuting or defending any action or proceedings instituted by reason of default by the other, the defaulting party shall reimburse the other for the amount of such expense. The Tenant may, at its option, deduct sums or any part thereof expended by Tenant pursuant to this Article 16.6 from Fixed Annual Net Rent or any other sums then or thereafter due to Landlord hereunder.

ARTICLE SEVENTEEN

Waiver and Equitable Remedies

17.1 Non-Waiver. The failure of Landlord or Tenant to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the

future of any such term, covenant, condition, provision, agreement or option. A receipt and acceptance by Landlord of Fixed Annual Net Rent or any other payment, or the acceptance of performance of anything required by this Lease to be performed, with knowledge of the breach of any term, covenant, condition, provision or agreement of this Lease, shall not be deemed a waiver of such breach, nor shall any such acceptance of Fixed Annual Rent in a lesser amount than is herein provided for operate or be construed either as an accord and satisfaction or in any manner other than as a payment on account of the earliest rent then unpaid by Tenant, and no waiver by Landlord or Tenant of any term, covenant, condition, provision or agreement of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord or Tenant, whichever the case may be.

17.2 Injunction and Specific Performance. In addition to the remedies in this Lease provided, Landlord and Tenant shall each be entitled to the restraint by injunction of any violation or attempted or threatened violation, of any of the terms, covenants, conditions, provisions or agreements of this Lease. Further, Landlord and Tenant shall each be entitled to enforce the terms, covenants, conditions, provisions, or agreements of this Lease by specific performance.

ARTICLE EIGHTEEN

Quiet Enjoyment

18.1 Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the rent and all other charges herein provided for and performing and observing the covenants, conditions and agreements hereof upon the part of Tenant to be performed and observed, may peaceably hold and enjoy the Demised Premises during the Term hereof.

ARTICLE NINETEEN

Surrender of Demised Premises

19.1 Surrender of Demised Premises. Tenant shall, upon the expiration or termination of this Lease for any reason whatsoever, surrender to Landlord the building, structures and plumbing, heating, ventilation and air conditioning systems then upon the Demised Premises, together with all alterations and replacements thereof then on the Demised Premises, in good order, condition and repair, except for reasonable wear and tear and damage from fire or other casualty. Title to all of Tenant's trade fixtures, furniture, inventory and equipment installed in the Demised Premises shall remain in Tenant, and, upon expiration or other termination of this Lease, the same may require removal and, upon the demand of Landlord, shall be removed and any resultant damage to the Demised Premises shall be repaired by and at the expense of Tenant.

ARTICLE TWENTY

Assignment, Subletting

20.1 Assignment. Tenant shall have the right to assign this Lease or let or underlet the whole or any part of the Demised Premises for any lawful retail use with the consent of the Landlord, which consent shall not be unreasonably withheld or delayed. Within thirty (30) days after Landlord's receipt of a request by Tenant for Landlord's consent to a proposed assignment or subletting, together with reasonable information concerning the identity, financial condition and operating history of

the proposed assignee or subtenant, Landlord shall either (a) approve the proposed assignment or subletting, (b) disapprove the proposed assignment or subletting or (c) send written notice of Landlord's election to terminate this Lease as to the portion which is to be assigned or sublet, effective on the tenth (10th) day following the date of Landlord's termination notice. Failure of Landlord to respond within such thirty (30) day period shall be deemed to constitute Landlord's approval of the proposed assignment or subletting. Notwithstanding any assignment or subletting which may be permitted by this Lease Tenant shall remain liable on this Lease. Landlord's consent to an assignment or subletting shall not be deemed to extend to any subsequent assignment or subletting which shall be subject to Landlord's prior written consent in accordance with this Article. The transfer of a controlling interest (over 50%) of the capital stock or other equity interest in Tenant shall be deemed to constitute an assignment subject to this Article 20, unless such transfer is in conjunction with a bona fide public offering of Tenant's securities.

20.2 Assignment Within. Notwithstanding the foregoing, Tenant may without Landlord's consent at any time assign this Lease or let or underlet the whole or any part of the Demised Premises to any licensee, franchisee, third party management company, affiliate, parent or wholly owned subsidiary of Tenant or to any corporation resulting from the consolidation or merger of Tenant into or with such other corporation or to any entity which is purchasing substantially all of Tenant's assets in a bona fide business transaction, the purpose of which is not merely to circumvent the provisions of this Article 20. Notwithstanding any assignment or sublease under the provisions of this Article 20.2, Tenant shall remain fully liable on this Lease.

ARTICLE TWENTY-ONE

Approvals and Consents

21.1 Approvals and Consents. Whenever this Lease grants or reserves to either party (the "Deciding Party") the right to approve or consent to any action or inaction by other party, such approval or consent shall not be unreasonably withheld or delayed unless otherwise expressly provided herein. If the Deciding Party shall fail to advise the other party that the requested approvals or consents are approved, disapproved, consented to or not consented to within ten (10) days after receipt of such by the Deciding Party (or such other time period which may be expressly provided in this Lease for approval or consent), the other party shall request, a second time, the decision of the Deciding Party; and, if the Deciding Party shall fail to advise the other party within ten (10) days after receipt of the second notice, the Deciding Party's approval or consent shall be conclusively presumed. The foregoing presumption of consent by Landlord shall not apply in the event that the consent or approval of Landlord's mortgagee is also required for any action or inaction by Tenant, provided that in such event Landlord shall use reasonable efforts and due diligence to attempt to obtain the required consent or approval of Landlord's mortgagee.

ARTICLE TWENTY-TWO

Estoppel Certificate

22.1 Estoppel Certificate. At any time and from time to time upon the written request of either of the parties hereto or any mortgage lender of Landlord or Tenant, Landlord or Tenant,

as the case may be, shall deliver to the party requesting the same a certificate executed in recordable form stating (i) whether or not this Lease is in full force and effect, (ii) whether or not any rights to renew the term of this Lease have been exercised and the date on which this Lease will terminate, (iii) whether or not this Lease has been modified or amended in any way and attaching a copy of such modification or amendment, (iv) whether or not there are any existing defaults under this Lease to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any, (v) the status of rent payments and (vi) any other facts regarding the operation of the Lease which the mortgage lender may reasonably request.

ARTICLE TWENTY-THREE

Invalidity of Particular Provision

23.1 Invalidity of Particular Provision. If any term or provision of this Lease or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE TWENTY-FOUR

Subordination and Non-Disturbance

24.1 Future Mortgages/Deeds of Trust. This Lease shall be subject and subordinate to the lien of any mortgage and/or deed of trust or to any ground or underlying lease which Landlord may hereafter place upon or enter into which affects the Demised Premises or Landlord's interest therein; provided that (1) if there are no defaults hereunder on the part of Tenant the right of possession of Tenant to the Demised Premises and Tenant's rights arising out of this Lease shall not be affected or disturbed by the mortgagee or trustee or beneficiary under the mortgage and/or deed of trust in the exercise of any of its rights under the mortgage, deed of trust or the notes secured thereby; (2) Tenant shall not in any foreclosure or other proceeding under the mortgage or deed of trust nor in any other way be deprived of its rights under this Lease, nor shall this Lease be terminated or affected by any foreclosure or sale or any proceeding under any mortgage or deed of trust; and (3) the mortgagee, trustee and/or beneficiary shall execute and deliver to Tenant an Agreement of Attornment and Non-Disturbance in the form which is in substantial conformance with that which is attached hereto as Exhibit "D" prior to the execution of the mortgage or deed of trust. Landlord agrees that in the event of any foreclosure of the mortgage or deed of trust, Tenant shall have the right to withhold the payment of any rentals due hereunder and pay the same directly to the mortgagee or trustee in satisfaction of said indebtedness. References herein to a mortgage or deed of trust shall be construed to refer also to any ground or underlying lease to which this Lease may hereafter be made subject to, as provided above.

24.2 Presently Existing Mortgages/Deeds of Trust. Within thirty (30) days after Landlord has acquired title to the Shopping Center, Landlord shall provide Tenant with non-disturbance and attornment agreements in a form which is in substantial conformance with that which is attached hereto as Exhibit "D," executed by all entities or parties presently holding mortgages,

deeds of trust or other liens or ground or underlying leases upon or affecting the Demised Premises and if Tenant does not timely receive all such non-disturbance and attornment agreements, then Tenant may terminate this Lease by giving Landlord written notice of such termination.

ARTICLE TWENTY-FIVE

Security

25.1 Security. Tenant, at Tenant's expense, shall have the right to employ such interior security measures as Tenant, in its sole discretion, deems appropriate. Any exterior security devices to be installed by Tenant shall require the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Landlord may take into account the effect of such exterior security devices upon the appearance of the Shopping Center.

ARTICLE TWENTY-SIX

Notices

26.1 Notices. All notices, demands and requests which are required or desired to be given by either party to the other shall be in writing. All notices, demands and requests by either party to the other shall be sent by private courier (i.e., Federal Express) or United States registered or certified mail, postage prepaid, return receipt requested addressed to the other party at its address set forth in this Lease, or at such other place as it may from time to time designate in a written notice to the other party received by such party at least five (5) days prior to the effective date of such address change, with copies thereof by registered or certified mail, return receipt requested, addressed to Tenant, at 645 Hembree Parkway, Suite E, Roswell, Georgia 30076, and a copy to Tenant's Asset Manager at the same address and a copy to any assignee or subtenant of which Landlord has received written notice of its name and address and to Landlord at 200 South Park Road, Suite 200, Hollywood, Florida 33308, with a copy to the holder of any mortgage or other lien upon Landlord's interest in the Premises, provided that Tenant shall have been given written notice of the name and address of such holder. Notices, demands and requests which are served upon Landlord or Tenant in the manner aforesaid, shall be deemed to have been "given" as of the time said notice, demand or request is picked up by private courier or is deposited in the U.S. Mail, and shall be deemed "delivered" or "received" or words of similar import upon receipt by the party intended to be given said notice, demand or request.

ARTICLE TWENTY-SEVEN

Miscellaneous

27.1 Captions. The captions of this Lease are for convenience and reference only, and in no way define, limit or describe the scope of intent of this Lease nor in any way affect this Lease.

27.2 Business Day. Whenever a specific date mentioned in this Lease is not a business day, then it shall be taken to mean the next business day. The term "business day" shall mean Monday through Friday except for legal holidays recognized in the state in which the Demised Premises are located.

27.3 Survival of Liability. All of Landlord's and Tenant's covenants and agreements contained in this Lease shall survive

the expiration or earlier termination of this Lease, unless the context thereof shall require another meaning.

27.4 Rent Abatement. In the event that the Lease Agreement provides for the abatement or waiver of any rent, such abatement or waiver of rent shall include without limitation the abatement and waiver of Fixed Annual Net Rent, common area maintenance charges, taxes, insurance, and any and all other charges imposed upon Tenant under the Lease Agreement during and for the period of such rent abatement or waiver.

27.5 "Landlord". The term "Landlord" as used in this Lease means only the owner or the mortgagee in possession for the time being of the Demised Premises, so that in the event of any sale of the Premises, Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed and construed without further agreement between the parties and the purchaser, that the purchaser has assumed and agreed to carry out all of the covenants and obligations of Landlord hereunder.

27.6 Pro Rata Share. Unless expressly stated to the contrary in this Lease, Tenant's pro rata share shall be calculated as a fraction, the numerator of which shall be the gross leasable area within the Demised Premises and the denominator of which shall be the gross leasable area contained in all buildings within the Shopping Center (including the Demised Premises and including any out parcels which may exist from time to time unless such out parcels are separately assessed, maintained and insured). Notwithstanding anything contained herein to the contrary, the denominator of the fraction used for the calculation of Tenant's pro rata share of taxes shall not be decreased during the Term of this Lease, except in the event of a sale or condemnation of a portion of the Shopping Center if thereafter such portion is separately assessed.

27.7 Gross Leasable Area. "Gross leasable area" shall mean the square footage of floor area of an entire structure or a part of a structure or structures and all component parts thereof, measured to and from the centerline of demising walls and the outside of exterior walls provided, however, the door canopy area at the exterior of the building, loading dock and mechanical and meter room shall not be included. In computing gross leasable area there shall be no exclusion by interior partitions or other interior construction or equipment. For the purpose of computing Tenant's pro rata share, gross leasable area shall not include any portion of the Common Area of the Shopping Center.

27.8 Interest. Whenever this Lease provides for interest upon an amount such interest shall commence to accrue upon the date that the amount in question became due and shall continue upon the unpaid balance of said amount from time to time remaining until paid. In the event that this Lease provides for interest at the highest rate allowed by law and no such rate is established by applicable law, the interest rate shall be deemed to be twelve percent (12%) per annum. It is the intention of Landlord and Tenant to comply with all applicable usury laws. No provision of this Lease shall authorize the collection of interest in excess of the highest rate allowed by law. If, from any circumstance whatsoever, interest would otherwise be payable under this Lease in excess of the maximum lawful rate, the interest and any such other compensation payable or paid shall be reduced to the maximum lawful rate; and if from any circumstance either party shall ever receive interest or anything of value deemed interest by applicable law in excess of the maximum lawful rate, an amount equal to any such excessive interest shall

be applied to the reduction of the principal of any amounts owed and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of any amounts owed under this Lease, such excess shall be refunded to the party that paid such excess.

27.9 Attorneys Fees. If either party hereto be made or becomes a party to any litigation commenced by or against the other party involving the enforcement of any of the rights and remedies of such party, or arising on account of the default of the other party in the performance of such party's obligations hereunder, then the prevailing party in any such litigation, or the party becoming involved in such litigation because of a claim against such other party, as the case may be, shall receive from the other party all costs and reasonable attorneys' fees incurred by such party in such litigation.

27.10 Radon Gas. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to person(s) who were 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 country public health unit. The above notification is provided as required by Florida law.

27.11 Indemnification. During the Term, Tenant shall indemnify and save Landlord (including Landlord's partners, officers, agents, employees, and shareholders) and Landlord's ground lessor, if any, harmless from and against all penalties, claims, demands or liabilities of whatsoever nature (including costs and attorneys' fees) arising from Tenant's use, occupancy or possession of the Demised Premises.

During the Term, Landlord shall indemnify and save Tenant (including Tenant's partners, officers, agents, employees and shareholders) harmless from and against all penalties, claims, demands or liabilities of whatsoever nature (including costs and attorneys' fees) arising from the use, occupancy, or possession of portions of the Shopping Center other than the Demised Premises.

The indemnification contained herein shall survive the termination or expiration of this Lease.

27.12 Landlord's Liability. Notwithstanding anything contained in this Lease to the contrary, Tenant agrees it shall look solely to the estate and property of Landlord in the land and buildings comprising the Shopping Center for the collection of any judgment requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other assets of Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's judgment. In no event shall any disclosed or undisclosed principal, partner, officer or shareholder of Landlord or of any successor have any personal liability for any breach or default of Landlord under this Lease. Nothing contained in this Article shall limit the rights of Tenant to terminate the Lease or cure any default by Landlord and offset against rent as provided in Article 16 of this Lease. Tenant acknowledges that any levy, execution or other judicial process for the satisfaction of Tenant's claims against the Shopping Center shall be subject to the rights of the holder of any superior lien or mortgage upon the Shopping Center. In the event Landlord transfers the Shopping Center, the Demised Premises or its interest in this Lease, except as collateral

security for a loan, then automatically upon such transfer, the transferee shall take subject to this Lease and Landlord will be fully released from all liability and obligations hereunder which accrue after the date of such transfer concerning the Demised Premises.

27.13 Force Majeure. Except as otherwise expressly set forth herein, and except for the payment of Fixed Annual Net Rent and other liquidated monetary amounts, in the event either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lockouts, casualties or acts of God, labor troubles, regulations, riots, insurrection, war or other reasons of a like nature not the fault of the party delayed in performing work or reasons or causes referred to in this Lease as "Force Majeure," then performance of such acts shall be excused for the period of the delay, and the period of the performance of any such acts shall be extended for a period equivalent to the period of such delay.

27.14 Effects of Lease Termination. Whenever in this Lease it is provided that this Lease shall terminate as of particular date, it is expressly understood that such termination shall not release either party from any liability or obligations under this Lease which shall have accrued as of such termination date.

ARTICLE TWENTY-EIGHT

Recording Lease

28.1 Recording Lease. Landlord agrees that upon request from Tenant and prior to the Commencement Date or at any time as Tenant desires, Landlord will promptly execute and deliver to Tenant a memorandum or short form lease (hereinafter "Memorandum of Lease"), in the form attached hereto as Exhibit "E" and made a part hereof, to be recorded in the public office in which records relating to the Demised Premises are kept and take such other and further action as may be reasonably necessary to give all persons now or hereafter interested in title to the Demised Premises notice of the existence of this Lease, including such terms and provisions as Tenant deems appropriate, provided, however, that unless specifically requested by and consented to by Tenant, no copy of this Lease or other instrument shall be filed for record which sets forth the rental provisions contained herein. Specifically, the Landlord agrees to execute such further documentation which may be required to insure that the renewal rights granted hereunder are recorded on title.

ARTICLE TWENTY-NINE

Entire Agreement

29.1 Entire Agreement. This instrument constitutes the entire agreement between the parties and there are no verbal or collateral understandings, agreements, representations or warranties not expressly set forth herein. No change, amendment or addition to this Lease shall be effective unless in writing and signed by both parties.

ARTICLE THIRTY

Covenants Binding on Respective Parties

30.1 Covenants Bindings on Respective Parties. Except as otherwise expressly provided in this Lease, the terms, conditions, covenants, provisions and undertakings herein contained shall be binding upon and inure to the benefit of each of the

parties hereto and their heirs, personal representatives, legal representatives, successors and assigns and shall run with the land.

ARTICLE THIRTY-ONE

Broker

31.1 Broker. Landlord and Tenant each represent to the other that The Colfax Group and Florida Shopping Center Group (collectively the "Brokers") were the brokers who brought about this Lease, and that no other broker or person was in any way instrumental or had any part in bringing about this transaction. Landlord represents and warrants that all brokerage charges, if any, payable to the Brokers in connection with this Lease shall be paid by Landlord. In the event that Landlord fails to pay any portion of such brokerage charges within thirty (30) days after the same are due, Tenant may, but shall not be obligated to, pay the unpaid portion of such brokerage charges and deduct the amount of such payment from Fixed Annual Net Rent and other charges payable to Landlord hereunder. Landlord and Tenant shall each indemnify and hold harmless the other from and against any and all claims, liabilities, costs or expenses, including reasonable attorneys' fees, in connection with any claims made for commissions or fees by any other broker or person, arising by, through or on account of any act of such party or its representatives. The provisions of this Article Thirty-One shall not be deemed or construed as a covenant for the benefit of any third party.

ARTICLE THIRTY-TWO

Law of State

32.1 Law of State. This agreement shall be governed by and construed in accordance with the laws of the State of Florida and the venue for any actions arising hereunder shall be Dade County, Florida.

ARTICLE THIRTY-THREE

Holding Over

33.1 Holding Over. In the event Tenant remains in possession of the Demised Premises after the expiration of this Lease and without the execution of a new Lease, Tenant shall be deemed to be occupying the Demised Premises as a tenant from month-to-month at a rental equal to one hundred twenty-five percent (125%) of the monthly Fixed Annual Net Rent provided for during the month immediately preceding the expiration of this Lease and otherwise subject to all of the conditions, provisions and obligations of this Lease insofar as they are applicable to month-to-month tenancy.

ARTICLE THIRTY-FOUR

Common Areas

34.1 Definition. The term "Common Area" is defined for all purposes of this Lease as that part of the Shopping Center intended for the common use of all tenants, including among other facilities (as such may be applicable to the Shopping Center), parking areas, private streets and alleys, landscaping and landscaped areas, curbs, loading area, sidewalks, malls and promenades (enclosed or otherwise), lighting facilities, drinking fountains, meeting rooms, public toilets, and the like, but excluding (i) space in buildings (now or hereafter existing)

the Shopping Center, (d) advertising fees, (e) costs of promotion, (f) traffic studies, (g) marketing studies, (h) contributions to charitable or civic organizations, (i) depreciation of any buildings or structural elements thereof, (j) mortgage interest and amortization payments, or (k) employee or other costs relating to Landlord concessions. All such costs and expenses to be paid by Tenant shall be limited only to actual reasonable out-of-pocket costs and expenses for maintenance and repair items, and not for any prepaid items.

34.5 Payment by Tenant. Landlord shall reasonably determine and estimate Tenant's pro rata share of the Common Area expense so that Tenant shall pay same in twelve (12) equal estimated installments, calculated on a calendar year (except if the initial term starts other than on January 1, in which event the calculation shall be made based on the number of months existing prior to January 1). Landlord shall provide the estimate at least fifteen (15) days prior to January 1 each calendar year (except the first year if the initial term starts other than on January 1). The Landlord covenants and agrees to present to the Tenant an annual statement showing an itemization of said costs and expenses and the calculation of Tenant's pro rata share and shall, upon written request of the Tenant, make available to Tenant for Tenant's inspection at the Shopping Center copies of any bills and expenses and evidence satisfactory to Tenant that said bills have been paid by Landlord. The Tenant and Landlord covenant and agree to readjust all sums due to the Landlord or Tenant, as the case may be hereunder within thirty (30) days after receipt from the Landlord of said statement, and any requested bills and evidence of payment of same for each calendar year. If Tenant has not received an invoice within twenty-four (24) months following the calendar year in which the statement is due from Landlord, it shall be conclusively presumed that the Landlord has waived its claim against the Tenant for the Tenant's pro rata share of operating costs that would have been set forth in such statement.

If Tenant is not satisfied with the statement, copies of paid bills and other evidence of payment furnished by Landlord, or wishes to challenge the reasonableness of any items therein, it shall give Landlord notice of its dissatisfaction, and Tenant shall be entitled to an audit of Landlord's books to be made by Tenant's accountants. If such audit shows that any statement rendered by Landlord is overstated by more than three percent (3%), Landlord shall pay to Tenant the cost of such audit.

ARTICLE THIRTY-FIVE

Parking and Required Access

35.1 Parking. Recognizing Tenant's parking requirements, the following is agreed:

(a) There shall be no additional buildings within the Shopping Center site except for those parcels reserved and specifically shown on the Exhibit "A" site plan attached hereto.

(b) To the extent that Landlord may control the use of tenants or occupants of the Shopping Center, there shall be no additional places of public assembly (such as movie theaters or bowling alleys), except as shown on Exhibit "A" attached hereto.

(c) To the extent that Landlord may control the use of tenants or occupants of the Shopping Center, there shall be no restaurants within 100 feet of any portion of the Demised Premises.

(d) The parking area of the Shopping Center shall be substantially as shown on Exhibit "A" attached hereto.

35.2 Required Access. Access, curb cuts and proposed signalization shall be provided by Landlord as outlined on Exhibit "A." If access and curb cuts from any present roadway as compared with same as outlined on Exhibit "A" is diminished, reduced or otherwise modified as to materially and adversely affect Tenant's use and enjoyment of the Demised Premises for a period of more than ninety (90) days, then Tenant shall have the absolute right to terminate this Lease upon giving no less than thirty (30) days' prior written notice to Landlord, provided however, that Landlord shall have thirty (30) days after receipt of written notice from Tenant to provide alternative access and curb cuts that do not substantially and materially affect Tenant's use and enjoyment of the Demised Premises. In an event of termination, each party shall be relieved of all further obligations hereunder and any prepaid rent or security deposits or like sum shall be returned to Tenant post haste.

35.3 Loading Dock. Tenant reserves the exclusive right to access the loading dock at all times.

ARTICLE THIRTY-SIX

Signage

36.1 Facia Signage. Landlord will allow, at Tenant's sole cost and expense, exterior signage to be located on the facia area of the store front to the Premises in Tenant's logo and colors at the maximum square footage and height allowed by code (or a properly obtained variance thereto). Landlord hereby expressly approves Tenant's exterior building signage described on Exhibit "F" attached hereto and made a part hereof. Any other exterior building signage shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed.

36.2 Pylon/Monument Signage. Tenant acknowledges that there is currently no space available for Tenant's pylon sign panel on the pylon/monument signage for the Shopping Center nor is there currently any right of Tenant to install an individual pylon/monument sign within the Shopping Center. Landlord hereby agrees to use reasonable efforts to obtain all necessary permits or approvals to allow Tenant to install its pylon/monument sign or to install its sign panel on the Shopping Center pylon sign, subject to compliance with local ordinances (or a properly obtained variance thereto) and subject to any restrictions contained in existing leases with anchor tenants of the Shopping Center described on Exhibit "G" attached hereto. It is understood and agreed that, in the event that Tenant is allowed to have a pylon/monument sign or to install its sign panel on the Shopping Center pylon sign, the signage so provided shall be in the form of Tenant's standard logo and colors at the maximum height and square footage in accordance with local ordinances (or a properly obtained variance thereto), subject to restrictions in existing leases with anchor tenants of the Shopping Center. Any pylon signage or pylon sign panel to be installed by Tenant shall require Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed.

ARTICLE THIRTY-SEVEN

Operation and Termination

37.1 Operation and Termination. Tenant hereby agrees that it will open to the public for business at the Demised Premises,

and Tenant shall operate its business at the Demised Premises, fully stocked and staffed, for a minimum of fifty (50) hours per week for a period of at least one (1) year. After Tenant has operated its business at the Demised Premises for a period of one (1) year, in the event Tenant is paying all rents and complying with all other terms, conditions and provisions of this Lease, but Tenant has vacated the Premises other than as a result of a casualty, condemnation, force majeure, an assignment or subletting which is permitted by this Lease, or a change in use which is permitted by this Lease Tenant shall not be in default under this Lease, and Landlord's only remedy in such event will be to terminate this Lease and release Tenant from all obligations and liabilities of this Lease. Landlord may so terminate this Lease by giving Tenant written notice of such termination, which notice may be given only after the earlier to occur of (a) sixty (60) days after Tenant has given written notice of its intent to vacate the Demised Premises, or (b) Tenant has vacated the Demised Premises for more than one hundred eighty (180) consecutive days, except as a result of the aforesaid causes. Landlord may not exercise its right to terminate under this Article during the pendency of a proposal for assignment or subletting subject to Article 20. During such period that Tenant is required by this Lease or otherwise elects to be open to the public for business, Tenant shall operate its business in the Demised Premises on a full-time basis during at least normal business hours Monday through Saturday; no business shall be operated on a part-time basis (i.e., for only a portion of the week or month). The foregoing shall not, except as otherwise provided in Section 37.1 above, require the continuous use or occupation of the Demised Premises but is only intended to prohibit Tenant from operating on a part-time basis for only a portion of the week or month, such as only when Tenant has stock available to sell.

ARTICLE THIRTY-EIGHT

Restrictions on Use

38.1 Tenant Exclusive. During the Term of this Lease, as long as Tenant is not in default under the terms and conditions of this Lease, Landlord shall not permit any other tenant or occupant in the Shopping Center to operate a business which is substantially similar to the business operated by Tenant at the Demised Premises, namely any retail pet store supermarket whose primary business (over 10% of the gross leasable area used for sales of products or services by such tenant or occupant, including, without limitation, aisles adjacent to products and access areas for products) is the sale of pet food, pet supplies or pet accessories. The foregoing sentence shall not apply to existing tenants of the Shopping Center listed on Exhibit "G" attached hereto and made a part hereof to the extent that Landlord is not legally entitled to restrict the use of such tenants under their respective existing leases or any renewals or extensions thereof. Further, the foregoing restriction shall not apply once Tenant shall cease to operate its business as a retail pet store supermarket for a period of more than 180 days, other than temporarily as a result of a casualty, condemnation, force majeure, assignment or subletting permitted by this Lease, or up to 90 days for remodeling.

ARTICLE THIRTY-NINE

Time is of the Essence

39.1 Time is of the Essence. In the event that Landlord does not accept this Lease by executing a copy hereof and delivering the same to Tenant on or before 5:00 P.M. January 5, 1981,

1994, then in that event this offer to lease shall be deemed to have been withdrawn and this Lease shall become null and void.

ARTICLE FORTY

Effective Date of Lease

40.1 Effective Date of Lease. The effective date of this Lease shall be deemed to be the date of the last execution hereof.

ARTICLE FORTY-ONE

Schedule of Exhibits

41.1 Schedule of Exhibits. The following is a schedule of Exhibits which are attached to this Lease and incorporated herein by reference:

- Exhibit "A" - Site Plan of Shopping Center
- Exhibit "B" - Legal Description of Shopping Center
- Exhibit "C" - Copy of Plans
- Exhibit "C-1" - Tenant's Prototype Plans
- Exhibit "D" - Form of Attornment and Non-Disturbance Agreement
- Exhibit "E" - Form of Memorandum of Lease
- Exhibit "F" - Tenant's Building Signage
- Exhibit "G" - List of Existing Tenants

WITNESSES:

(**"Landlord"**)

SFA ATLANTIS ASSOCIATES, L.P.,
a Delaware limited partnership

By: SN ATLANTIS, INC., a
Florida corporation, its
General Partner

By: [Signature]

By: [Signature]
Name: Michael Sverdlov
Title: Chairman

(**"Tenant"**)

PETSTUFF, INC., a Delaware corporation

By: [Signature]

By: [Signature]
Name: JAMES A. FLANIGAN
Title: President
Date: 12-21-93

S 965 0036

Site Plan of Shopping Center

EXHIBIT "A"

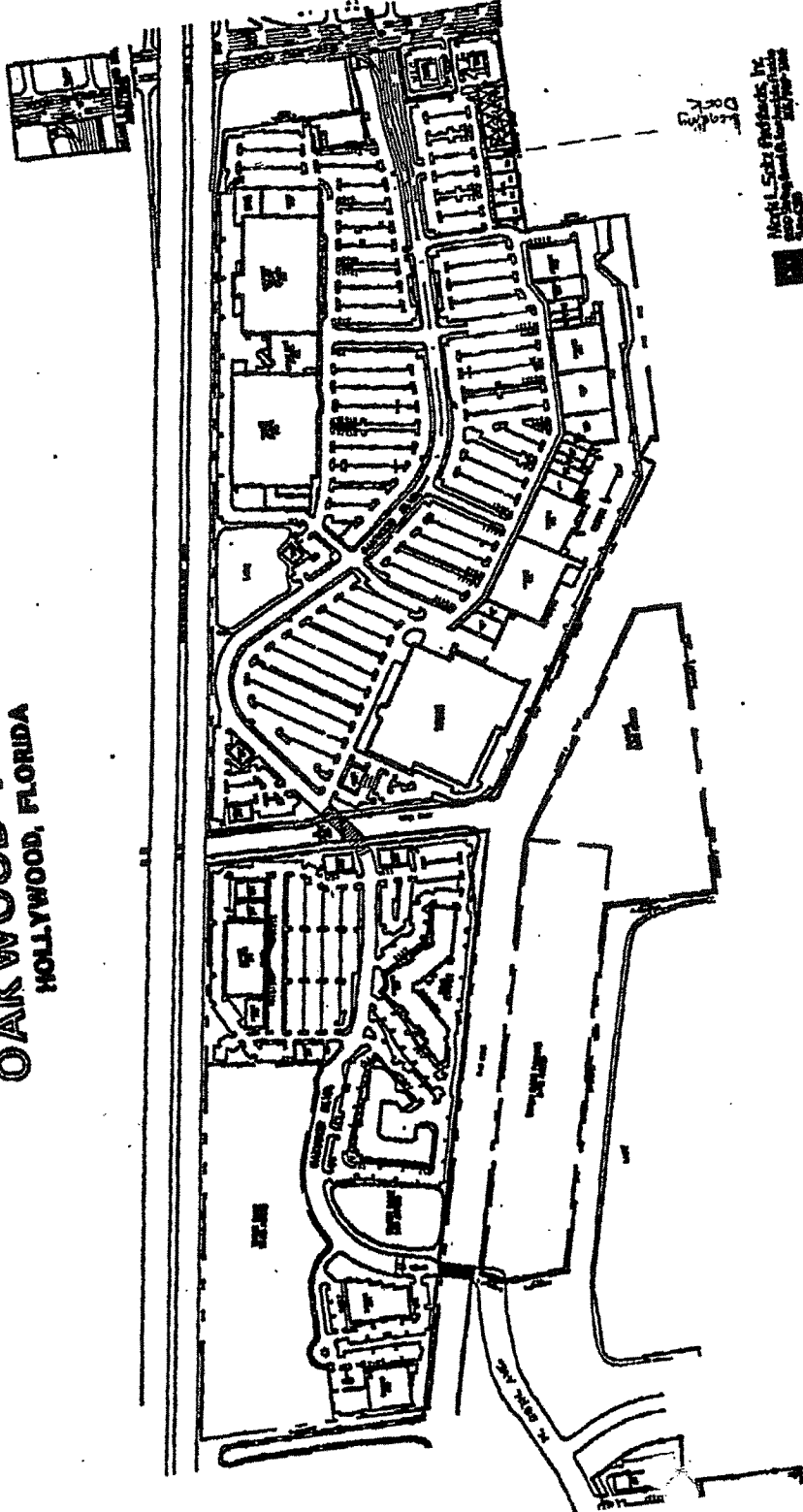
--- Premises

Existing
Driveway

Mark L. Solt Properties, Inc.
10000 Hollywood Blvd., Suite 100
Hollywood, FL 33021
Tel: 954-965-0036

OAKWOOD PLAZA

HOLLYWOOD, FLORIDA



7
N
SITE PLAN
SCALE: 1" = 20'

MICHAEL SHERIDAN
COMPANIES, INC.

EXHIBIT "B"

Legal Description of Shopping Center

LAND DESCRIPTION:

ALL OF PARCEL "A", "THE AQUA PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 109, PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA (CONTAINING 2,474,754 SQUARE FEET, 56.81 ACRES).

TOGETHER WITH:

ALL OF TRACT "A", "JOHN L.A. BOND PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 111, PAGE 38 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA (CONTAINING 362,212 SQUARE FEET, 8.32 ACRES).

TOGETHER WITH:

PARCEL "A", LESS THE NORTH 677.32 FEET THEREOF, OF "COLONIAL SQUARE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 114 AT PAGE 32 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (CONTAINING 108,594 SQUARE FEET, 2.49 ACRES).

TOGETHER WITH:

THE SOUTH 475 FEET OF THE WEST ONE-HALF (W 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA. (CONTAINING 159,166 SQUARE FEET, 3.65 ACRES).

TOGETHER WITH:

ALL OF LOT "1-B", "HOLLYWOOD COMMERCIAL CENTER", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 117, PAGE 36 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (CONTAINING 29,243 SQUARE FEET, 0.67 ACRE).

SAID LANDS LYING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA, CONTAINING A TOTAL AREA OF 3,133,969 SQUARE FEET (71.946 ACRES), MORE OR LESS.

JAN/2005

EXHIBIT "B"

Legal Description of Shopping Center

S-965 0037

PETSTUFF, INC.

PROTOTYPICAL PLANS

Prepared by Associates in Architecture and Design

| <u>Sheet</u> | <u>Description</u> | <u>Date Prep.</u> |
|--------------|--|-------------------|
| T | Title Sheet | 11/16 |
| SP1 | Specifications | 11/16 |
| F1 | Fixture Plan | 11/12 |
| A1 | Floor Plan | 11/16 |
| A2 | Floor Finish Plan | 11/16 |
| A3 | Reflected Ceiling Plan | 11/16 |
| A4 | Storefront Elev., Interior Elev., Enlarged Toilet Room Plan | 11/16 |
| A5 | Wall Sections & Details | 11/16 |
| A6 | Misc. Details | 11/16 |
| M1 | Mechanical Floor Plan | 11/16 |
| M2 | Mechanical Details & Schedule | 11/16 |
| P1 | Plumbing Floor Plan | 11/16 |
| P2 | Plumbing Schematics, Details & Notes | 11/16 |
| E1 | Electrical Lighting Floor Plan | 11/16 |
| E2 | Electrical Power Plan | 11/16 |
| E3 | Diagram, Schedules, Notes & Specifications | 11/16 |

Exhibit "C-1"

S-965 0038

SUBORDINATION, ATTORNMEN AND NON-DISTURBANCE AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 19____
by and between _____ ("Mortgagee"), and
PETSTUFF, INC., a Delaware corporation ("Petstuff");

W I T N E S S E T H :

WHEREAS, Mortgagee is the owner and holder of that certain Mortgage (hereinafter called the "Mortgage") given by _____ ("Mortgagor") to _____ to secure payment of certain indebtedness therein described, including a note in the principal amount of \$ _____, which Mortgage is dated _____, recorded in Volume _____, Page _____, Records of _____ County, and constituting a _____ mortgage lien on that certain real property (hereinafter called the "Mortgaged Premises") in _____ more fully described therein; and

WHEREAS, Petstuff is the Lessee under a certain Lease Agreement (hereinafter called the "Lease") dated _____, 19____, made by _____ as Landlord, covering all or a part of the Mortgaged Premises being more fully described on Exhibit "A" attached hereto and made a part hereof (hereinafter the "Leased Premises"); and

WHEREAS, Petstuff and Mortgagee desire to confirm their understanding with respect to the Lease and the Mortgage.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Mortgagee and Petstuff hereby agree and covenant as follows:

1. The Lease shall not be terminated, nor shall Petstuff's use, possession or enjoyment of the Leased Premises be interfered with, nor shall the leasehold estate granted by the Lease be affected in any other manner, in any foreclosure or other action or proceeding instituted under or in connection with the Mortgage or in case Mortgagee takes possession of the Mortgaged Premises pursuant to any provisions of the Mortgage; provided, however, that if, at the time of, or at any time subsequent to, any such foreclosure action, a default exists and such default has continued to exist for such period of time (after notice to Petstuff as required by the Lease) that would entitle the landlord under the Lease to terminate the Lease or would entitle such landlord to dispossess Petstuff thereunder, any purchaser of the Leased Premises upon or after such foreclosure may exercise the rights of the landlord, by reason of such default or event, to terminate the lease or to dispossess Petstuff thereunder; and further provided that, if such rights are not exercised, the Lease shall continue in full force and effect in accordance with its terms and Petstuff, in such event, agrees to recognize and attorn to the new owner pursuant to such foreclosure sale.

2. If the interests of the landlord under the Lease shall be transferred to and owned by Mortgagee by reason of foreclosure or other proceedings brought by it, or by any other manner, and Mortgagee succeeds to the interest of the landlord under the Lease, Petstuff shall be bound to Mortgagee under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be affected in accordance with any option therefor in the Lease, with the same force and effect as if Mortgagee were the landlord under the Lease, and Petstuff does hereby attorn to Mortgagee as its landlord, the said attornment

to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Mortgagee succeeding to the interest of the landlord under the Lease. The respective rights and obligations of Petstuff and Mortgagee under such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth therein, except as herein otherwise expressly provided.

3. If Mortgagee shall succeed to the interest of the landlord under the Lease, Mortgagee shall be bound to Petstuff under all of the terms, covenants and conditions of the Lease and, from and after Mortgagee's succession to the interest of the landlord under the Lease, Petstuff shall have the same rights and remedies against Mortgagee for the enforcement of its rights thereunder and the breach of any agreement contained in the Lease that Petstuff might have had under the Lease against the landlord thereunder if Mortgagee had not succeeded to the interest of such landlord; provided, however, that Mortgagee shall not be:

(a) subject to any offsets or defenses which Petstuff might have against any prior landlord except as expressly provided by the Lease; or

(b) bound by any rent or additional rent which Petstuff might have paid for more than thirty-one (31) days in advance to any prior landlord; or

(c) bound by any amendment or modification of the Lease made without Mortgagee's prior written consent.

4. Mortgagee agrees that in the event of damage or destruction of the Leased Premises leased by Petstuff pursuant to the Lease, Petstuff shall be entitled to all insurance proceeds to which it would be entitled under the Lease regardless of any provision of the Mortgage to the contrary, provided that Petstuff or the landlord under the Lease shall repair or restore the Leased Premises following any casualty in accordance with the terms of the Lease. Mortgagee further agrees that in the event of condemnation or appropriation of any portion of the Leased Premises pursuant to the Lease, Petstuff's rights to any part of the appropriation award shall be based upon the terms of the Lease regardless of any provision of the Mortgage to the contrary, provided that Petstuff or the landlord under the Lease shall restore the Leased Premises following any condemnation or appropriation in accordance with the terms of the Lease.

5. Except as otherwise expressly set forth herein, the Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect to the Mortgage and to any and all increases, renewals, modifications, extensions, substitutions, and/or replacements of the Mortgage, and to any present or future mortgage or mortgages which may now or hereafter affect the Leased Premises, but any and all such renewals, modifications, increases, extensions, substitutions and/or replacements, or any such other mortgage or mortgages, nevertheless shall be subject to and entitled to the benefits of the terms of this Agreement.

6. This Agreement may not be modified orally or in any other manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

EXECUTED as of the day and year first above written.

WITNESSES:

Mortgagee:

Attest:

PETSTUFF, INC.

By _____
Title: _____

THE STATE OF _____
COUNTY OF _____

§
§
§

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the ____ day of _____, 19____, before me personally appeared _____, of _____, a _____ corporation, who is known to me to be the person and officer described in and who executed the foregoing instrument on behalf of said corporation, and who acknowledged to me that he held the position or title set forth in the instrument and certificate, he signed the instrument on behalf of the corporation by proper authority, and the instrument was the act of the corporation for the purpose therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.

Notary Public

THE STATE OF _____
COUNTY OF _____

Notary Public

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the _____ day of _____, 19____, before me personally appeared _____, _____ of _____ a _____ corporation, who is known to me to be the person and officer described in and who executed the foregoing instrument on behalf of said corporation, and who acknowledged to me that he held the position or title set forth in the instrument and certificate, he signed the instrument on behalf of the corporation by proper authority, and the instrument was the act of the corporation for the purpose therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.

Notary Public

JAN/71

Recording Requested By: PETSTUFF, INC.
When Recorded Return To: Petstuff, Inc.
645 Hembree Parkway, Suite E
Roswell, Georgia 30076

MEMORANDUM OF LEASE

This Memorandum of Lease is effective this _____ day of _____, 199_____, between SFA ATLANTIS ASSOCIATES, L.P., a Delaware limited partnership ("Landlord") and PETSTUFF, INC., a Delaware corporation ("Tenant") who agree as follows:

1. Description of Lease. The Lease described in this Memorandum of Lease is a Lease Agreement (the "Lease") dated _____, 199_____, between Landlord and Tenant.
2. Description of Demised Premises. The demised premises (the "Demised Premises") covered by the Lease is a portion of real property located in the City of Hollywood, County of Broward, State of Florida, which real property is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Shopping Center").
3. Term. The term of the Lease is fifteen (15) years, commencing on _____, unless said term shall be earlier terminated, or extended as provided in the Lease.
4. Options to Renew. If the Lease is still in full force and effect, Tenant shall have successive options to extend the Lease for three periods of five (5) years each pursuant to the terms of the Lease.
5. Rights in Common Areas. Landlord gives to Tenant, its authorized representatives and invitees, the non-exclusive right to use the parking areas and common areas which are located in the Shopping Center in which the Demised Premises are located.
6. Tenant Exclusive. During the term of the Lease, as long as Tenant is not in default under the terms and conditions of the Lease, Landlord shall not permit any other tenant or occupant in the Shopping Center to operate a business which is substantially similar to the business operated by Tenant at the Demised Premises, namely any retail pet store supermarket whose primary business (over 10% of its gross leasable area used for sales of products or services by such tenant or occupant, including, without limitation, aisles adjacent to products and access areas for products) is the sale of pet food, pet supplies, or pet accessories. The foregoing sentence shall not apply to existing tenants of the Shopping Center listed on Exhibit "B" attached hereto and made a part hereof to the extent that Landlord is not legally entitled to restrict the use of such tenants under their respective existing leases or any renewals or extensions thereof. Further, the foregoing restriction shall not apply once Tenant shall cease to operate its business as a retail pet store supermarket for a period of more than 180 days, other than temporarily as a result of a casualty, condemnation, force majeure, assignment or subletting permitted by this Lease, or up to 90 days for remodeling. Landlord further agrees that without the prior written consent of Tenant, the following shall not be allowed to operate in the common area except in a portion of the Common Area which is separately demised to an individual tenant of the Shopping Center: traveling carnivals, fairs, auctions, shows, kiosks, sales by transient merchants utilizing vehicles or booths or other promotions of any nature, provided that in no event shall the same be located within the "Protected Area" shown on Exhibit "C" attached hereto and made a part hereof.

7. Parking. Landlord further agrees that:

(a) There shall be no additional buildings within the Shopping Center except for those parcels reserved and specifically shown on the site plan attached as Exhibit "C" hereto.

(b) To the extent that Landlord may control the use of tenants or occupants of the Shopping Center, there shall be no additional places of public assembly (such as movie theaters or bowling alleys), except as shown on Exhibit "C" attached hereto.

(c) To the extent that Landlord may control the use of tenants or occupants of the Shopping Center, there shall be no restaurants within 100 feet of any portion of the Demised Premises.

(d) The parking area of the Shopping Center shall be substantially as shown on Exhibit "C" attached hereto.

8. Other Terms and Conditions of Lease. The rental and all other terms and conditions are set forth in the Lease, and this Memorandum of Lease is subject to all the covenants, conditions and terms set forth in the Lease, which is incorporated herein and made a part hereof by reference, to the same extent as if all the terms, covenants and conditions thereof were set forth in full herein.

9. Recordation and Binding Effect. This Memorandum of Lease is prepared for the purposes of recordation and in no way modifies the provisions of the Lease. The Lease is intended to and shall be binding upon Landlord and Tenant and their respective heirs, successors and assigns.

IN WITNESS WHEREOF the parties have executed this Memorandum of Lease as of its effective date as stated above.

LANDLORD

TENANT

SFA ATLANTIS ASSOCIATES, L.P.

PETSTUFF, INC.

By: _____
Title: _____

By: _____
Title: _____

THE STATE OF _____
COUNTY OF _____

§
§
§

This instrument was acknowledged before me on the _____ day of _____, 199____ by _____ of _____, a _____, on behalf of said _____.

Notary Public -- State of _____

THE STATE OF _____
COUNTY OF _____

§
§
§

This instrument was acknowledged before me on the _____ day of _____, 199____ by _____ of Petstuff, Inc., a Delaware corporation, on behalf of said corporation.

Notary Public -- State of _____

JMS/288

EXHIBIT "G"

List of Existing Tenants

| | |
|------------------------|---------------------|
| Kmart | Office Max |
| Builders Square | Incredible Universe |
| Service Merchandise | Marshalls |
| Ross Dress For Less | Rag Shops |
| MacFrugal's | Wometco Theatres |
| Hair Cuttery | Barnes & Noble |
| Jennifer Convertibles | Dollar Time |
| Famous Footwear | Jean Nicole |
| Dress Barn | Shoe Works |
| Clothestime | Payless Shoes |
| Linen Supermarket | Eagle Fashions |
| Barrett Shoes | Rave |
| Coconuts | Shoe Bazaar |
| Radio Shack | Al Stephens |
| Gen'l Nutrition Center | Outback Steakhouse |
| Hooters | Ruby Tuesday's |
| Taco Bell | |

JAH/205