

EXHIBIT “C”

AGREEMENT OF LEASE

BETWEEN

COLONIAL PALMS PLAZA, LTD.,

LANDLORD

AND

FREDDY'S OF MIAMI, FL., INC.,

TENANT

S 903 0008

#332

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AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE, made as of the 12th day of JANUARY, 1988, by and between Colonial Palms Plaza, Ltd., a Florida Limited Partnership, with a mailing address at 3225 Aviation Avenue, Suite 600, Miami, Florida 33133 ("Landlord") and Freddy's of Miami, FL., Inc., a Florida corporation, with a mailing address at 90 Commerce Drive, Rochester, New York ("Tenant").

W I T N E S S E T H :

ARTICLE I

Premises

Section 1. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and provisions of this lease, the portion of the building hereinafter more particularly described, which building is a part of a certain Shopping Center located in the County of Dade, State of Florida at the southeast corner of U.S.#1 and Southwest 136th Street and known as Colonial Palms Plaza (hereinafter referred to as the "Shopping Center") together with (i) the non-exclusive easement, right and privilege for Tenant and its customers, employees and invitees and the customers, employees and invitees of any assignee, sublessee, concessionaire or licensee of Tenant, to use the common areas of the Shopping Center without charge in common with Landlord and its customers, employees, invitees, and the other tenants and other occupants of floor area within the

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Shopping Center and their respective assignees, sublessees, concessionaires, licensees, customers, employees and invitees; and (ii) such other easements, rights and privileges as may be granted to Tenant pursuant to the terms hereof. The boundaries of the Shopping Center are shown on the Site Plan annexed hereto and made a part hereof as Schedule "A-1" (the "Site Plan") and a metes and bounds description thereof is annexed hereto and made a part hereof as Schedule "A-2". The premises leased pursuant to this lease consist of approximately 27,000 square feet of ground floor area designated on the Site Plan. Annexed hereto and made a part hereof as Schedule "A-3" is a floor plan of the premises leased by this lease (the "Leased Premises"). The entire building of which the Leased Premises are a part is hereinafter referred to as the "Building".

ARTICLE II

Term of Lease

Section 1. TO HAVE AND TO HOLD the Leased Premises unto Tenant for the original term commencing on the date determined as hereinafter provided, and continuing for ten (10) years, unless said term shall be earlier terminated or extended, as provided in this lease.

Section 2. The original term of this lease shall commence on the date determined in accordance with the provisions of Schedule "B" annexed hereto ("Commencement Date"). All of the

provisions of said Schedule "B" are hereby incorporated herein in full by this reference as though fully set forth in the body of this lease. As soon as the Commencement Date has been determined, the parties hereto agree to execute a supplemental instrument memorializing said date.

Section 3. If this lease is still in full force and effect, and if Tenant shall not be in default under the terms of this lease, Tenant shall have two (2) successive five (5) year options of extension, provided (i) written notice of the election of such options shall be sent six (6) months prior to the expiration of the then current term (original or extended); or (ii) within twenty (20) days after receipt of notice from Landlord to Tenant that Tenant has failed to exercise its option of extension within the time period provided in (i) above, and the options of extension shall not lapse until after the expiration of said 20-day period following receipt of Landlord's notice. If said options are duly exercised, the term of this lease shall be automatically extended for the period of the next ensuing option, without the requirement of any further instrument, upon all of the same terms, provisions and conditions set forth in this lease, except that the minimum rent during the option periods shall be at the rate of \$297,000 per annum (\$24,750 per month, \$11 per square foot per annum) during years 1 and 2 of the first (5) year option of extension; \$324,000 per annum (\$27,000 per month, \$12 per square foot per annum) during

years 3, 4 and 5 of the first five (5) year option of extension and during years 1 and 2 of the second five (5) year option of extension; and \$351,000 per annum (\$29,250 per month, \$13 per square foot per annum) during years 3, 4 and 5 of the second five (5) year option of extension. (See ARTICLE XVIII, Section 12.)

If the options to extend are duly exercised, all references contained in this lease to the term hereof, whether by number of years or number of months, shall be construed to refer to the initial term hereof, as extended as aforesaid, whether or not specific reference thereto is made in this lease.

ARTICLE III

Minimum Rent

Section 1. Tenant shall pay to Landlord, at Landlord's office or at such place as Landlord shall from time to time designate in writing, minimum rent for the Leased Premises at the rate of \$270,000 per annum during years 1 thru 7, and \$297,000 per annum during years 8, 9 and 10 (computed on the basis of \$10 per square foot per annum during years 1 thru 7 and \$11 per square foot per annum during years 8, 9 and 10, of the 27,000 square feet of ground floor area comprising the Leased Premises). Said annual minimum rent shall be payable in monthly installments of \$22,500 on the first day of each and every calendar month during years 1 thru 7, \$24,750 during years 8, 9 and 10, and proportionately at the said rate for any partial month. (See Section 12 of ARTICLE XVIII hereof.)

ARTICLE IV

Percentage Rent

Section 1. In addition to the minimum rent specified in ARTICLE III above, and as part of the total rent to be paid by Tenant to Landlord, Tenant shall pay to Landlord, as percentage rent for each lease year (as defined below) of the term hereof, a sum equal to one and one-half percent (1.50%) of gross sales in excess of \$270,000 during years 1 through 7 and in excess of \$297,000 during years 8, 9 and 10 of the original term of this lease; \$297,000 during years 1 and 2 of the first option of extension; \$324,000 during years 3, 4 and 5 of the first option of extension and during years 1 and 2 of the second option of extension; and \$351,000 during years 3, 4 and 5 of the second option of extension, respectively, as gross sales are defined in Schedule "C" annexed hereto and made a part hereof.

Section 2. The term "lease year" is hereby defined to mean the periods determined as follows: (i) the first lease year shall commence on the Commencement Date and shall end on the last day of December next following the Commencement Date; and (ii) each lease year thereafter shall run from the termination of the preceding lease year and shall terminate on the last day of December next occurring, except that the last lease year shall end on the date this lease shall expire or otherwise terminate and any percentage rent shall be pro rated for such period of less than a lease year.

Section 3. Tenant shall utilize, or cause to be utilized, an accounting system in accordance with good retail practice, which will accurately record all gross sales, and Tenant shall keep on the Leased Premises, or in Tenant's principal office, for at least eighteen (18) months after the expiration of each lease year, records conforming to such accounting system showing all gross sales for such lease year. Within sixty (60) days after the end of each quarter of each lease year, Tenant shall furnish to Landlord a statement of gross sales attained by Tenant during the then preceding quarter of such lease year, certified by an officer of Tenant. Payment of percentage rent, if any, for the four (4) quarters of each lease year shall be made on or before March 1 after the end of each lease year. Within eighteen (18) months after the expiration of any lease year, Landlord shall have the right, by its accountants or representatives, to audit and inspect Tenant's records of gross sales made in such lease year. Any information obtained by Landlord pursuant to the provisions of this Section 3 shall be treated as confidential and may be disclosed only to prospective purchasers and lenders. Appropriate adjustment will be made for errors in the amount of percentage rent paid by Tenant revealed by such audit or inspection. If any such audit or inspection by Landlord shows a deficiency in the amount of gross sales reported by more than three percent (3%) of the amount of gross sales reported by Tenant for the period of the audit, then the

reasonable cost of such audit or inspection shall be paid to Landlord by Tenant on demand; otherwise, the expenses of Landlord's audit or inspection shall be borne by Landlord.

- Section 4. Computation of the percentage rent specified herein shall be made separately with regard to each lease year of the term hereof; it being understood and agreed that the gross sales of any lease year and the percentage rent due thereon shall have no bearing on, or connection with, the gross sales of any other lease year of the term hereof.

Section 5. It is an essential element of this lease that, notwithstanding the amount of the minimum rent specified in ARTICLE III hereof, and notwithstanding the provisions of ARTICLE IV hereof relating to percentage rent or any other provisions of this lease, Tenant shall operate its business on the Leased Premises so as to maximize sales at the Leased Premises for the type of retail use permitted hereunder throughout the original term hereof. During such period of time as business is not being conducted in the Leased Premises, then, anything in this lease to the contrary notwithstanding, it is hereby mutually agreed that the rent which Tenant shall pay to Landlord shall be the rent more particularly set forth in said ARTICLE III, and the word "minimum" in said ARTICLE III shall be deemed deleted. During such period of time as business is not being conducted in the Leased Premises, all of the covenants and provisions contained in the preceding sections of this ARTICLE IV shall be of no force

and effect. Landlord acknowledges that Tenant has notified Landlord that Tenant would not enter into this lease except for the reservation contained in this paragraph. If Tenant permanently closes its store in the Leased Premises and it remains closed for ninety (90) days, then Landlord shall have the right to "recapture" the Leased Premises, and terminate this lease by giving Tenant ninety (90) days' written notice. If Landlord shall not exercise its right to "recapture" the Leased Premises by written notice to Tenant, then Tenant shall have the right with the consent of Landlord, not to be unreasonably withheld, to assign this lease, sublet, concession or license the whole or any part of the Leased Premises for purposes consistent with the use provisions of this lease. If Landlord shall "recapture", then it shall recapture all of the Leased Premises and not part, unless Tenant shall sublet or close only part of the Leased Premises.

ARTICLE V

Additional Rent - Taxes

Section 1. For the purposes hereof, the term "real estate taxes" is hereby defined to mean all real estate taxes payable on account of the buildings located within the Shopping Center ("Building Taxes") and any and all real estate taxes, charges, assessments, sewer rents, and any governmental impositions in lieu thereof, or in substitution for real estate

taxes, charges, assessments and sewer rents payable on account of the land area of the Shopping Center ("Land Taxes"), which said land area is described in the metes and bounds description thereof contained in Schedule "A-2" hereto annexed. The term "real estate taxes" shall also include such taxes as may be imposed in lieu of ad valorem real estate taxes provided, however, that in no event shall Tenant be responsible to pay any income tax or any other like tax which is measured in any manner by the income of Landlord.

Section 2. The initial responsibility for the payment of all real estate taxes on the Shopping Center shall be upon Landlord, and Landlord agrees to pay the same as required by law, but in any event, so as to assure that Tenant's right to occupy the Leased Premises and use the common areas of the Shopping Center shall not be disturbed or threatened. In addition, Landlord shall furnish to Tenant copies of all tax bills promptly upon receipt thereof, and in any event, in time sufficient to enable Tenant to determine whether Tenant desires to contest real estate taxes. Tenant shall have the right to contest such taxes and bear the cost thereof. Tenant shall promptly notify Landlord thereof, in which case, Landlord shall cooperate in such contest with all due diligence and in good faith (in the same manner as Landlord would have contested such taxes were such taxes solely the responsibility of Landlord, without the right to call upon any occupants of the Shopping Center to participate therein). In

addition, Tenant and Landlord may join together in such contest if Tenant elects so to do and at Tenant's expense. In any event, Landlord shall promptly pay to Tenant, Tenant's Tax Percentage (as hereinafter defined) of any refund or rebate of taxes collected which shall be applicable to the term hereof.

Section 3. Provided Landlord shall have complied with the requirements of Section 2 above, Tenant shall pay to Landlord as additional rent a percentage to be determined by a memorandum to be attached to and made a part of this lease ("Tenant's Tax Percentage") of the real estate taxes on the Shopping Center as Tenant's share thereof. Tenant's Tax Percentage shall be computed on the basis of the Leased Premises containing 27,450 square feet of ground floor area (inclusive of the mezzanine), as compared to the total square feet of floor area of all buildings or sections of the Shopping Center on all floors. Tenant's Tax Percentage shall be adjusted in the event of any increase or decrease in the total square footage of floor area contained within the Shopping Center based upon the square footage of ground floor area contained within the Leased Premises, as compared to the total square footage of floor area contained within all buildings or sections in the Shopping Center on all floors, as thus increased or decreased.

Landlord shall provide Tenant with "Landlord's Estimated Real Estate Tax Computation", which shall be Landlord's estimate of Tenant's share for each year of the term. Each month

during the term of this lease, Tenant shall pay to Landlord as additional rent in arrears Landlord's Estimated Real Estate Tax Computation. If Landlord's Estimated Real Estate Tax Computation paid by Tenant to Landlord exceeds the actual Tenant's share for that year of the term, the excess shall be credited by Landlord to Tenant against Landlord's Estimated Real Estate Tax Computation payments due for the next year, if any, of the term or, at Tenant's option, promptly refunded to Tenant. If Landlord's Estimated Real Estate Tax Computation paid by Tenant to Landlord is less than the actual Tenant's share for that year of the term, Tenant shall remit such deficit amount to Landlord promptly upon notice from Landlord.

The real estate taxes for which Tenant is, in part, responsible hereunder shall be the real estate taxes, as the same may be reduced by any reduction in the amount as originally assessed, whether by reason of abatement or otherwise.

A pro rata adjustment shall be made with respect to any tax payments due from Tenant to Landlord in connection with the first and last period of the term of this lease, since the same may not coincide with the tax years involved.

ARTICLE VI

Maintenance of Common Areas and Tenant's Contribution

Section 1. Landlord agrees properly to maintain all

parking areas and other common areas and facilities (collectively sometimes hereinafter referred to as the "common areas") in the Shopping Center, including the prompt re-striping of parking areas when required (but in any event not less often than reasonably commercially necessary), prompt repairing of common areas, and adequate lighting during all hours of darkness during which Tenant shall be open for business and for one (1) hour thereafter. Tenant shall be responsible for all costs to Landlord or the Shopping Center relating to any special lighting requirements of Tenant.

The common areas shall include all facilities furnished by Landlord in the Shopping Center and designated for the general use, for occupants of the Shopping Center, including Tenant hereunder, their respective officers, agents, employees and customers, including, but not limited to, any of the following which may have been furnished by Landlord such as parking areas, driveways, entrances and exits thereto, employee parking areas, truck way or ways, truck courts and service courts, loading docks, package pick up stations, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, first aid stations, comfort stations, bus stops, taxi stands, malls, and other similar facilities shall at all times shall be subject to the exclusive control, administration, and management of Landlord. Landlord shall have the right from time to time to change the area, level, location, among and arrangement of such parking areas and all

other facilities referred to above, to restrict parking by tenants and their employees to employee parking areas, and to make all rules and regulations pertaining to and necessary for, in Landlord's reasonable judgment, the proper operation and maintenance of such common areas so long as none of such changes or rules and regulations substantially and adversely affect Tenant's business on the Leased Premises.

Landlord agrees to operate and maintain all of the common areas at the Shopping Center and to provide therefor all such services as are reasonably required, including, without limitation, cleaning, sweeping, all of Landlord's common area repair obligations under this lease, lighting, general repair and maintenance of all paved surfaces (not constituting capital improvements), repainting of parking area striping, watering and maintenance of landscaped areas, gardening and landscaping, the cost of public liability, flood, property damage, and all other insurance as to the common areas, facade maintenance, exterior and partition (demising) wall repairs, maintenance of all steam, water and other water retention and discharging piping, lakes, culverts, fountains, pumps, lift stations, catch basins, and other areas and facilities whether or not on or off-site, and related maintenance, repair and repainting of sidewalks due to settlement, pothole and general resurfacing of parking areas, sanitary control, trash, rubbish, garbage and other refuse removal and services, security systems, services, and related

personnel expenses, electrical expenses, energy expenses, climate control air conditioning, the cost of other personnel to implement all such services to direct parking, and to police and secure the common areas and management as to such common areas (provided, however, fees and charges for administrative overhead shall not exceed ten percent (10%) of the total ^{annual} common area maintenance charges payable by Tenant hereunder), Tenant shall pay Landlord as reimbursement for the cost thereof Tenant's share ("Tenants's CAM Percentage") of such common areas maintenance. Tenant's CAM Percentage shall be in the ratio which the 27,450 square footage of the Leased Premises bears to the total number of square feet of all rentable areas included in all of the buildings comprising the entire Shopping Center inclusive of "outparcels".

In any expansion of the Leased Premises, the common area maintenance costs for the expansion areas will be established by the same formula as that used in the first instance.

All of the same shall be performed in accordance with good and accepted shopping center practices throughout the term of this lease, Landlord recognizing that all of said parking areas and common areas must be available in good order and condition to serve Tenant's customers and employees.

Section 2. Landlord agrees that Tenant shall have the nonexclusive right (in common with all other occupants from time

to time of the Shopping Center) to use the parking facilities (which term includes all access roads to and from U.S. #1 and Southwest 136th Street), and all other common areas of the Shopping Center, for the accommodation and parking of automobiles of Tenant and those claiming under Tenant, including Tenant's employees and customers. If such access is materially interfered with, Tenant shall have the right to terminate this lease by giving Landlord sixty (60) days' prior written notice of its intent so to do. If Tenant shall not have given such notice to Landlord within ninety (90) days of such material interference of access, Tenant's right to terminate pursuant to such event shall expire.

Section 3. No change shall be made in the existing parking areas, approaches, exits, entrances, roadways, and the like, and no additional structure shall be erected, or existing structures increased in height, except to the extent, if any, that the same are specifically indicated on the Site Plan, should such area change or structural change materially and adversely interfere with Tenant's right to access, visibility or ability to operate its business.

Landlord shall use its best efforts not to permit the common areas of the Shopping Center to be used for parking, or any other purpose, by any occupant, visitor or invitee of any contiguous or adjacent property unless permitted by Landlord, and in that event such use shall not materially interfere with Tenant's business on the Leased Premises.

Landlord shall designate an employee parking area for use by all employees in the Shopping Center, such employee parking area to be in a location reasonably satisfactory to Tenant. Landlord shall require all employees of occupants of the Shopping Center to utilize said employee parking area and a provision to that effect shall be inserted by Landlord in all Shopping Center leases. Tenant shall have its employees park their cars in the designated parking area and shall take all reasonable steps to continue access to U.S. #1 from the Leased Premises. Further, should Florida Power & Light Company abandon its easement appurtenant to the Leased Premises, Landlord shall maintain such easement area for parking at the Shopping Center unless Tenant agrees otherwise.

There shall be no charge whatsoever levied for the use of any parking areas within the Shopping Center.

Section 4. Tenant shall pay to Landlord as Tenant's agreed-upon share of the reasonable cost of maintaining parking facilities and other common areas, including without limitation all common area insurance costs, an annual charge, as additional rent, equal to a percentage to be determined as follows:

Landlord shall provide Tenant with "Landlord's Estimated Common Area Maintenance Computation", which shall be Landlord's estimate of Tenant's CAM Percentage for each year of the term. Each month during the term of this lease, Tenant shall pay to Landlord as additional rent in arrears Landlord's

Estimated Common Area Maintenance Computation. If Landlord's Estimated Common Area Maintenance Computation paid by Tenant to Landlord exceeds the actual Tenant's CAM Percentage for that year of the term, the excess shall be credited by Landlord to Tenant against Landlord's Estimated Common Area Maintenance Computation payments due for the next year, if any, of the term or, at Tenant's option promptly refunded to Tenant. If Landlord's Estimated Common Area Maintenance Computation paid by Tenant to Landlord is less than the actual Tenant's CAM Percentage for that year of the term, Tenant shall remit such deficit amount to Landlord promptly upon notice from Landlord.

Common area costs for which Tenant is responsible shall not include capital expenses of any kind (which term shall include any repaving of the parking areas as compared to patch-paving, the replacement of light standards, etc.), and any cost other than maintenance costs incurred by Landlord in complying with Landlord's obligations under this lease. Tenant's CAM Percentage is computed on the basis of the Leased Premises containing 27,450 square feet of ground floor area as compared to the total square feet of floor area of all buildings of the Shopping Center on all floors. (See Section 12 of ARTICLE XVIII below.) Tenant's CAM Percentage shall be adjusted in the event of any increase or decrease in the total square footage of floor area contained within the Shopping Center, based upon the square footage of floor area contained within the Leased Premises as

compared to the square footage of floor area contained within all buildings of the Shopping Center, as thus increased or decreased. All common area costs shall be based upon Landlord's actual costs for the most recent calendar year for which such costs have been determined, exclusive of any one time and non-recurring costs applicable to such calendar year. The foregoing costs shall be payable monthly together with minimum rent.

Within ninety (90) days after the end of each calendar year during the term hereof, Landlord shall furnish to Tenant a statement in reasonable detail setting forth the computation of the foregoing total costs and expenses, and setting forth Tenant's share thereof. Landlord shall also furnish to Tenant with its statement back-up invoices, receipts and such other data as shall be necessary in order for Tenant to verify the amount of such costs and expenses. Tenant shall, within thirty (30) days after receipt of Landlord's statement, pay to Landlord or Landlord shall reimburse Tenant, as applicable, the amount of any adjustment, to the end that Landlord shall be entitled to receive Tenant's share of such costs. A pro rata adjustment shall be made with respect to any such payments due from Tenant to Landlord in connection with the last period of the term of this lease, since the same may not coincide with the payment periods involved.

Tenant shall have the right to audit and inspect all of Landlord's records relating to the costs and expenses in which

Tenant is required to share pursuant to this Section 4. Appropriate adjustments shall be made for errors in the amount of such computations revealed by such audit or inspection. If any such audit or inspection by Tenant indicates an overcharge in the amount of Tenant's share of such costs and expenses by more than three percent (3%), the reasonable costs of such audit or inspection shall be paid on demand to Tenant by Landlord; otherwise, the expenses of Tenant's audit or inspection shall be borne by Tenant. If there has been an overcharge and a resulting overpayment by Tenant, such amount shall promptly be reimbursed by Landlord to Tenant; and if such reimbursement does not occur within thirty (30) days after Landlord has been given notice of the overcharge established by such audit or inspection, then Tenant shall have the right to offset the amount of such overcharge from future CAM Percentage charges thereafter accruing until, in such fashion, such overcharge shall have been recovered in full.

ARTICLE VII

Utilities

Section 1. Landlord shall provide at Landlord's expense separate metering for all utilities serving the Leased Premises. Tenant shall pay for all utilities, including any required deposits, consumed within the Leased Premises during the term hereof.

ARTICLE VIII

Initial Construction

Section 1. Set forth on Schedule "B" hereto annexed and hereby made a part hereof are the various items of Landlord's Work (which term when used in this lease shall have the meaning set forth in said Schedule "B") to be performed within the time limits set forth therein, and Landlord agrees to do all of the same in accordance with the provisions of said Schedule "B".

ARTICLE IX

Use Clause and Restrictions

Section 1. ~~The Leased Premises may be used only for~~ the sale of pharmaceuticals, patent medicines, health and beauty aids and other items customarily sold in a drug store or other stores operated by Tenant as well as incidental sales of any other merchandise (constituting a minor part of Tenant's sales) ^{see} ~~which is not prohibited to be sold by the terms of any other~~ lease existing at this time for any portion of the Shopping Center (and for office and storage ancillary thereto). For as long as Tenant shall operate a licensed prescription pharmacy, Tenant shall have the right to operate the only one in the Shopping Center. Landlord shall provide for such exclusive right ~~in its other leases to tenants in the Shopping Center.~~

Tenant shall not open a retail store within a radius of three (3) miles of the Leased Premises which store would compete

with Tenant's business at the Leased Premises. If Tenant violates this covenant, it shall include the sales of such competing store in the calculation of percentage rent due Landlord under this lease as set forth in ARTICLE IV above.

Landlord warrants and represents that except for the matters set forth in Schedule "D", there are no other exclusives or use restrictions outstanding which would in any manner materially derogate from Tenant's right to exclusive use of the Leased Premises as set forth above; and Landlord agrees not to enter into any future agreements which would contain provisions which would materially derogate from the exclusive uses to which the Leased Premises may be put under this lease. For such period of time as the restrictions or exclusives set forth in said Schedule "D" shall be outstanding, and shall be valid and enforceable in accordance with applicable law, Tenant agrees that its operations in the Leased Premises shall not violate any restrictions or exclusives at the Shopping Center as shown on said Schedule.

Section 2. Landlord specifically agrees with Tenant as follows:

A. In recognition of the fact that the following types of operations would unduly burden the parking areas serving the Leased Premises and would hamper the use of said parking areas by customers of Tenant, Landlord shall not lease, sell, or otherwise grant permission for any structure within the Shopping

Center to be used as a theatre of any kind, bowling alley, skating rink, amusement park, carnival, non-retail meeting hall, dance hall contiguous to the Leased Premises, sporting event or other sports facility other than a health club, and such health club will not occupy any portion of the large tenant's space immediately contiguous to the Leased Premises, or auditorium.

B. Landlord agrees during the term of this lease that it will not lease, sell or otherwise permit any structure within the Shopping Center to be used in whole or in part for any manufacturing operation; as a factory; for any industrial usage; as a warehouse, processing or rendering plant; for any establishment selling cars (new or used), other than showrooms with no inventory outside of such premises, trailers, mobile homes; for the operation of a billiard parlor, amusement center, flea market, massage parlor or carnival; for a so-called "off-track betting" operation; for the sale or display of pornographic materials; or for any other purpose which would be reasonably considered to be inconsistent with the use of the Shopping Center as a community oriented retail shopping center.

C. Notwithstanding any other provision of this lease, Landlord shall not lease or sell any space in the Shopping Center for a prescription pharmaceutical department.

Section 3. It is specifically understood and agreed that Tenant may keep open for business beyond the closing hours of others, and may also, if not prohibited by law, keep open for business on other than regular business days.

Section 4. With regard to assignment and subletting:

A. Tenant shall have the right, with the requirement of the prior written consent of Landlord which shall not be unreasonably withheld or delayed, to assign, sublet, concession or license the whole or any portion of the Leased Premises, and further provided that such assignment, subletting, licensing or concessioning shall be for uses not inconsistent with the use clause provided in Section 1 above. Further, no such assignment, subletting, licensing or concessioning shall release Tenant named herein from any of its obligations hereunder, and all gross sales of the assignees, sublessees, licensees, or concessionaires shall be included within the term "gross sales" as used in this lease in the determination of percentage rent. If Landlord does not so consent, and such proposed assignee is not of sufficient creditworthiness and experience to assume such lease on a reasonable commercial basis, Landlord shall terminate this lease on thirty (30) days' notice to Tenant and recapture such Leased Premises as provided in ARTICLE IV, Section 5 above.

B. Without limiting the generality of the foregoing, no consent of Landlord shall be required for the assignment of this lease or the subletting of any portion (or the whole) of the Leased Premises to any company now or hereafter affiliated with Tenant (including a subsidiary, affiliate or controlling corporation), or to any company which may result from

a merger or consolidation by or with Tenant, or to any company to which Tenant is selling all or substantially all of its operating assets. However, any such proposed assignee shall, promptly after securing the leasehold estate, deliver to Landlord an instrument whereby such company assumes all of the obligations of Tenant named herein.

Section 5. Landlord agrees not to permit any outdoor selling of merchandise in the Shopping Center except Shopping Center-wide sidewalk sales or other Shopping Center-wide sales which do not interfere with Tenant's primary parking area.

ARTICLE X

Maintenance of Building, Etc.

Section 1. Landlord agrees at its sole cost and expense to maintain and to keep in good order and repair for one (1) year following the Commencement Date the roof, roof skin (including keeping the roof watertight), foundations, exterior, floor slabs, all structural portions of the Leased Premises (and of the Building), all downspouts, and all plumbing and utility lines serving the Leased Premises. Thereafter, Landlord agrees to assign to Tenant all roof warranties and inspection reports and to maintain, subject to ARTICLE VI, Section 4, all structural portions of the Leased Premises (and of the Building), all downspouts, and all plumbing and utility lines serving the Leased Premises, whether located within or outside of the Leased Premises.

Section 2. With regard to the HVAC equipment in the Leased Premises, Landlord shall assign to Tenant all assignable warranties regarding same. Replacing of filters shall be Tenant's responsibility in connection therewith.

Section 3. Tenant agrees:

A. To comply with any and all requirements of any of the constituted public authorities having, or purporting to have, jurisdiction and with the terms of any State, Federal, or local statute, ordinance, or regulation applicable to Tenant in its particular use of the Leased Premises and to save and hold Landlord harmless from, and by these terms to indemnify Landlord for, any and all penalties, fines, costs, expenses or damages, including, without limitation, Landlord's reasonable attorneys' fees resulting from Tenant's failure to do so.

B. That all loading and unloading of goods shall be done only in the areas and through such entrances as may be designated for such purposes by Landlord and that trailers or trucks shall not be permitted to remain parked overnight in any area of the Shopping Center except in the loading docks constructed for that purpose, whether loaded or unloaded.

C. To keep the outside areas immediately adjoining the Leased Premises clean of trash and not to burn or place any rubbish, obstruction or merchandise in such areas.

D. To keep the Leased Premises clean, orderly, sanitary and free from objectionable odors and from insects,

vermin and other pests, and, with affirmative action, to disallow the usage and possession of any illegal substance in, on or upon the Leased Premises.

E. To require Tenant's employees to park their cars only in those portions of the parking areas designated for that purpose by Landlord.

F. To comply with all reasonable rules and regulations of Landlord in effect at the time of the execution of this lease and at any time or times and from time to time promulgated by Landlord, which Landlord in its reasonable discretion shall deem necessary or appropriate in connection with the Leased Premises, and the building(s) of the Shopping Center, including without limitation, the installation of such fire extinguishers and other safety equipment as Landlord may reasonably require.

G. That Tenant shall forthwith pay all liens of contractors, subcontractors, subsubcontractors, mechanics, laborers, and materialmen and all other items of like character and that Tenant does hereby indemnify Landlord against all legal costs and charges, bond premiums for release of liens, including all reasonable attorneys' fees of Landlord incurred in and about the prosecution or defense of any suit in connection with the Leased Premises and, alternatively, the Shopping Center or any part or portion thereof from any liens, charges, judgments, or encumbrances caused or suffered to be caused, directly or indirectly, by Tenant.

H. To warehouse, store and/or stock in the Leased Premises only such goods, wares and merchandise as Tenant intends to offer for sale at retail at, in, from or upon the Leased Premises (but that the foregoing shall not preclude occasional emergency transfers of merchandise to the other stores of Tenant, if any, not located in the Shopping Center) and that Tenant shall use for office, clerical or other non-selling purposes only such limited space in the Leased Premises as is from time to time then reasonably required for Tenant's business.

I. To be responsible for and to pay before delinquency all municipal, county or state taxes assessed during the term of this lease against any leasehold interest or personal property of any kind, owned or placed in, upon or about the Leased Premises by Tenant.

J. To comply fully with all fire and safety codes, rules, and regulations, in effect from time to time during the term of this lease, of the public authorities having, or purporting to have, jurisdiction and to install, keep, and maintain at Tenant's cost and expense any and all systems, equipment, and the like or differing required by any of the same.

Tenant shall not have any authority to create any liens for labor or material on or against Landlord's interest in the Leased Premises or the Shopping Center and all persons contracting with Tenant for the destruction or the removal of any building or for the erection, installation, alteration, or repair

of any building or other improvements in, on or to the Leased Premises; and all materialmen, contractors, subcontractors, subsubcontractors, mechanics, and laborers are hereby charged with notice that they must look solely and only to Tenant's interests in the Leased Premises to secure the payment of any bill for work done or material furnished during the rental period created by this lease and, specifically, not to Landlord or Landlord's interest.

Tenant agrees that it will not do any of the following without the express, specific, prior consent in writing of Landlord:

A. Use or operate any machinery or equipment that, in Landlord's reasonable opinion, is harmful to the building or disturbing to other tenants in the Building or the Shopping Center; nor shall Tenant use any loudspeakers, televisions, phonographs, radios or other like or differing devices in a manner so as to be heard or seen outside of the Leased Premises, nor display merchandise on the exterior of the Leased Premises either for sale, promotion, or other purposes.

B. Do, or suffer to be done, any act, manner or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Leased Premises or any part thereof, or on the Building or Shopping Center shall become void or suspended, or whereby the same shall be rated at a more hazardous risk than

at the date when Tenant received possession hereunder; in case of a breach of this covenant, in addition to all other remedies of Landlord hereunder, Tenant agrees to pay to Landlord as additional rent any and all increase or increases of premiums on insurance carried by Landlord on the Leased Premises, or any part thereof, and on the Building and Shopping Center, caused in any way by the occupancy or use of Tenant.

C. Attach any awnings, antenna or other projections to the roof or the outside walls of the Leased Premises or the Building or Shopping Center.

D. Conduct any auction, fire, bankruptcy, liquidation, selling-out or like sale in, on or about the Leased Premises.

E. Execute or deliver any security interest in any trade fixtures or other property placed in or on the Leased Premises at any time.

F. Solicit business or distribute any handbills or other advertising matter in the common areas of the Shopping Center including, without limitation, sidewalks, pedestrian walkways, and parking areas and lots.

G. Operate vending machines (except those limited to employee use), pinball machines, or electronic games or similar devices within the Leased Premises.

H. Penetrate the roof of the Leased Premises without Landlord's written consent. Tenant shall be responsible

for repair of roof leaks caused by such penetration even though Tenant has obtained Landlord's prior written consent thereto.

Upon the expiration or earlier termination of this lease, Landlord shall reimburse Tenant for the unamortized portion of the reasonable expenses incurred by Tenant in connection with the required replacement of such irreparably damaged equipment during the last two (2) years of the term, based on: (i) the date of the installation of such new equipment; and (ii) the useful life of said equipment or allow Tenant to remove same and retain such equipment in consideration of such termination.

Section 4. Tenant shall be responsible for interior, nonstructural repairs unless the need for such repairs shall result from: (i) Landlord's failure to perform its obligation hereunder; (ii) the act or neglect of Landlord or those claiming by, through or under Landlord; or (iii) damage by fire or other casualty encompassed in Landlord's obligation of repair and restoration and in any of such events, Landlord shall be responsible for such interior non-structural repairs.

Section 5. Landlord shall be responsible for any repairs, alterations or replacements that shall be required at any time during the term of this lease as a result of the movement and/or settling of the Building or the common areas, or as the result of Landlord's failure to perform Landlord's Work as required by Schedule "B" annexed hereto. Landlord further agrees

at its sole cost and expense to keep in a safe, secure and attractive condition all buildings in the Shopping Center. Further, Landlord shall grant to Tenant the benefit of any and all guaranties and warranties received by Landlord from its contractors or materialmen, and Tenant shall have the right to enforce such guaranties and warranties either in its own name or in the name of Landlord.

Section 6. Tenant may make only interior non-structural alterations without the prior consent of Landlord. Tenant shall not make any exterior structural alterations without Landlord's prior approval, which approval shall not be unreasonably withheld or delayed; but all such alterations made by Tenant shall be made in conformity with applicable code and insurance requirements.

Section 7. Any and all alterations, additions, and improvements made by Tenant upon the Leased Premises shall remain upon the Leased Premises, and at the termination of this lease, shall be surrendered with the premises as a part thereof. However, any trade fixtures, furniture, and equipment which may be installed by Tenant in the Leased Premises prior to or during the term hereof at Tenant's cost and expense, may be removed by Tenant from the Leased Premises.

ARTICLE XI

Liability and Property Damage Insurance-Indemnification

Section 1.

A. Beginning with the commencement of Landlord's Work and thereafter throughout the term of this lease, Landlord shall purchase and keep in force, or cause to be purchased and kept in force, Workers' Compensation Insurance conforming to the applicable Workers' Compensation laws and containing a waiver of subrogation in favor of Tenant and including Employer's Liability Insurance with limits of liability of not less than \$5,000,000, which coverage may be provided by supplementing the Workers' Compensation Policy with an Umbrella Liability Policy.

B. Beginning with the commencement of Landlord's Work and thereafter throughout the term of this lease, Landlord shall purchase and keep in force, or cause to be purchased and kept in force, Comprehensive General Liability Insurance, containing provisions adequate to protect both Landlord and Tenant from and against claims for bodily injury, including death and personal injury (and with the Employee Exclusion deleted as to all such claims for bodily injury), and claims for property damage occurring upon the Shopping Center (and/or occurring on the Leased Premises due to the acts, omissions or negligence of Landlord, or its employees, independent contractors, architects or engineers or due to Landlord's failure to comply with, or

default or other breach of, the provisions of this lease), such insurance having bodily injury and property damage combined limits of liability of not less than \$5,000,000 per occurrence, which coverage may be provided by supplementing the Comprehensive General Liability policy with an Umbrella Liability policy.

C. If there is no substantial resulting cost to Landlord, the policy of insurance required by subsection B of this Section 1 shall designate Tenant and all mortgagees as a named insured and shall provide that it shall not be modified or cancelled without at least thirty (30) days' prior written notice to Tenant and all mortgagees. Throughout the term, not less than thirty (30) days prior to the expiration dates of policies to be furnished hereunder, certificates of initial or renewal policies, as the case may be, shall be delivered to Tenant by Landlord.

D. All insurance required of Landlord by this ARTICLE XI shall be effected under valid and enforceable policies issued by insurers of recognized responsibility.

E. If Landlord shall fail, refuse or neglect to obtain the insurance required of it under this ARTICLE XI, or to keep such in force, Tenant shall have the right immediately to purchase such insurance and to pay the premiums thereon, provided Tenant first gives Landlord and the holder of the first lien of mortgage upon the Shopping Center notice of its intention to obtain and to pay for such insurance and neither of them obtains such insurance immediately after such notice. All premiums plus

interest paid by Tenant due to the aforesaid failure or refusal after ten (10) days' written notice from Tenant to Landlord may be deducted from minimum rent and other sums due from Tenant to Landlord under this lease.

Section 2.

A. Tenant shall indemnify and hold harmless Landlord from and against any and all claims, which either (i) arise from or are in connection with the Tenant's possession, use, occupation, management, repair, maintenance or control of the Leased Premises, or any portion thereof; (ii) arise from or are in connection with any act or omission of Tenant, or Tenant's agents; (iii) result from any default, breach, violation or non-performance of this lease or any provision therein by Tenant; or (iv) result in injury to person or property or loss of life sustained in or about the Leased Premises, unless caused by the negligence of Landlord, its respective agents, contractors or employees. Tenant shall defend any actions, suits and proceedings which may be brought against Landlord with respect to the foregoing or in which it may be impleaded. Tenant shall pay, satisfy and discharge any judgments, orders and decrees which may be recovered against Landlord in connection with the foregoing.

B. Landlord shall indemnify and hold harmless Tenant from and against any claims arising out of any acts or omissions of the Landlord, its agents or employees.

C. Tenant shall always maintain, with respect to its obligations in the Leased Premises, Comprehensive General Liability Insurance in limits not less than those set forth in Section 1 of this ARTICLE XI, including but not limited to comprehensive property and casualty insurance under which Landlord and all mortgagees shall be designated as a named insured, and Tenant shall furnish certificates evidencing such coverage to Landlord.

ARTICLE XII

Mutual Self-Help

Section 1. Landlord and its designees shall have the right to enter upon the Leased Premises at all reasonable hours for the purpose of inspecting or making repairs to the same. If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord shall notify Tenant to make such repairs, and if Tenant refuses or neglects to commence such repairs with reasonable dispatch after such notice, Landlord may (but shall not be required so to do) make or cause such repairs to be made. If Landlord makes or causes such repairs to be made, Tenant shall pay to Landlord the reasonable cost thereof, and if it shall default in such payment, Landlord shall have the remedies provided in ARTICLE XVII hereof.

Section 2. Conversely, if any repairs to the Leased Premises or any maintenance, cleaning, or lighting of the common

areas or any other obligation required by the terms hereof to be performed by Landlord are not performed by Landlord promptly after notice from Tenant, then Tenant shall have the right to do the required work, and Landlord shall reimburse Tenant for all reasonable costs incurred by Tenant in doing such work.

Section 3. In the event of an emergency where something is required to be done forthwith in order to avoid damage to the Leased Premises or lapse of insurance coverage either party shall have the right of self-help consistent with Sections 1 and 2 above, without the requirement of formal notice. However, this right of self-help, as well as that set forth in Sections 1 and 2 hereof, shall be carefully and judiciously exercised by either party, it being understood and agreed that wherever possible, the party initially responsible for taking such action should be given sufficient opportunity so to do, in order to avoid any conflict with respect to whether or not self-help should have been availed of, or with respect to the reasonableness of the expenses incurred.

ARTICLE XIII

Hazard Insurance

Section 1.

A. Beginning with the commencement of Landlord's Work and thereafter throughout the term of this lease, Landlord shall purchase and keep in force, or cause to be purchased and

kept in force, insurance upon the Shopping Center against loss or damage by a hazard insured under a so-called All Risk policy and such additional insurance as would customarily be carried by owners of shopping centers in the same locale as the Shopping Center, and in all events including collapse, vandalism, water damage and sprinkler leakage, in amounts sufficient to prevent Landlord or Tenant from becoming more than a ten percent (10%) co-insurer within the terms of the applicable policies and in an amount equal to the actual replacement cost of the improvements upon the Shopping Center, including the value of all additions, alterations, replacements and repairs thereto, by whomever made, as well as the machinery, equipment and their systems forming a part thereof. The phrase "actual replacement cost" shall mean the actual replacement cost (excluding cost of excavations, foundations, footings, underground pipes, conduits, flues and drains) without diminution of such cost for depreciation or obsolescence. Landlord may provide in any policies required by this subsection A that the proceeds from such policies shall be payable to the lender having the first lien of mortgage upon the Shopping Center, provided that said mortgage expressly provides that said proceeds shall be held in trust and released promptly by such lender as required of Landlord by this lease for repair and rebuilding as contemplated by ARTICLE XIV of this lease. All such policies of insurance obtained by Tenant and Landlord insuring improvements of or property on the Shopping Center shall

contain a mutual waiver of subrogation in favor of Tenant and Landlord, if available.

B. In addition to the insurance required by subsection A of this Section 1, Landlord shall purchase and keep in force, or cause to be purchased and kept in force (i) comprehensive boiler and machinery insurance in an amount equal to the actual replacement cost of the equipment covered by such policy, and (ii), if required by law, flood and earthquake insurance.

C. Each policy of insurance described in this ARTICLE XIII shall provide that it shall not be cancellable without at least thirty (30) days' prior written notice to Tenant. All insurance required of Landlord by this ARTICLE XIII shall be effected under valid and enforceable policies issued by insurers of recognized responsibility.

D. If Landlord shall fail, refuse or neglect to obtain the insurance required of it under this ARTICLE XIII, or to keep such in force, Tenant shall have the right immediately to purchase such insurance and to pay the premiums thereon, provided Tenant shall first give Landlord and the holder of the first lien of mortgage upon the Shopping Center notice of its intention to obtain and to pay for such insurance and neither of them obtains such insurance immediately after such notice. Landlord shall promptly reimburse Tenant for all premiums plus interest paid by Tenant due to the aforesaid failure or refusal.

E. Nothing contained in this ARTICLE XIII shall prohibit Landlord from obtaining a policy or policies of blanket insurance which may cover other property of Landlord provided that: (i) any such blanket policy expressly allocates to the properties hereunder to be insured by Landlord not less than the amount of insurance required hereunder to be maintained by Landlord and (ii) such blanket policy shall not diminish the obligations of Landlord so that the proceeds from such policies shall be an amount no less than the amount of the proceeds that would be available if Landlord obtained the required insurance under policies separately insuring the risks which this lease required Landlord to insure.

Section 2. Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance, then being or required hereunder to be carried by them, respectively, the one carrying or required hereunder to be carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree to obtain from each of their respective insurance companies a waiver of the right of subrogation against the other. The releases and waivers of the right of subrogation by the insurance companies shall not be deemed to modify or otherwise affect releases elsewhere herein contained of either party for claims.

Section 3. Tenant shall pay as "additional rent" its proportionate share of the insurance premiums provided for under this ARTICLE XIII of the lease. Tenant's proportionate share shall be computed in the same manner as its proportionate share of real estate taxes and common area maintenance costs and paid monthly to Landlord pursuant to Landlord's last estimate thereof, together with all rent otherwise due under this lease.

ARTICLE XIV

Damage Clause

Section 1. If during the term hereof the Leased Premises shall be partially damaged (as distinguished from "substantially damaged", as that term is hereinafter defined) by fire or other casualty, Landlord shall forthwith proceed to repair such damage and restore the Leased Premises to substantially their condition at the time of such damage.

Section 2. If during the term hereof the Leased Premises shall be substantially damaged or destroyed by fire or other casualty ("substantially" to mean no less than ten percent (10%)), this lease shall, except as hereinafter provided, remain in full force and effect, and, provided insurance proceeds are sufficient therefor, Landlord shall, proceeding with all reasonable dispatch with such insurance proceeds, repair such damage and restore the Leased Premises to substantially their condition at the time of such damage or destruction. Otherwise,

Landlord may at its election terminate this lease on thirty (30) days' written notice to Tenant.

Section 3. However, if the Leased Premises shall be substantially damaged or destroyed by fire, windstorm, or otherwise, within the last three (3) years of the term of this lease, either party shall have the right to terminate this lease, provided that notice thereof is given to the other party not later than sixty (60) days after such damage or destruction. However, if Landlord shall exercise said right of termination and at that time Tenant shall have the right to extend the term of this lease, Tenant may render Landlord's notice of termination nugatory, provided that Tenant, within fifteen (15) days of receipt of the notice, shall elect to extend the term of this lease and insurance proceeds are sufficient to allow Landlord to complete repairs to such damage.

Section 4. If the provisions of Section 1 or Section 2 of this ARTICLE XIV shall become applicable, the minimum rent and all other charges specified in this lease, shall be abated or reduced proportionately during any period in which, by reason of such damage or destruction, there is interference with the operation of the business of Tenant in the Leased Premises, having regard to the extent to which Tenant may be required to discontinue its business in the Leased Premises, and such abatement or reduction shall continue for the period commencing with such destruction or damage and ending with: (i) the

completion by Landlord of such work of repair and/or restoration as Landlord is obligated to do; and (ii) the expiration of a period of ninety (90) days thereafter to enable Tenant to refixture the Leased Premises and reopen for business, but said 90-day period shall be deemed to have ended if Tenant shall reopen for business prior to the expiration thereof. Nothing in this Section shall be construed to abate or reduce percentage rent. In the event of the termination of this lease, pursuant to this ARTICLE XIV, this lease, and the term hereof, shall cease and come to an end as of the date of such damage or destruction. Any rent or other charges paid in advance by Tenant shall be promptly refunded by Landlord.

Section 5. The terms "substantially damaged" and "substantial damage" as used in this ARTICLE, shall have reference to damage of such a character as cannot reasonably be expected to be repaired or such that the Leased Premises cannot be restored within ninety (90) days.

Section 6. If any other portion of the Shopping Center is either partially or substantially damaged (irrespective of whether the Leased Premises shall have been damaged or destroyed), Landlord shall proceed promptly to rebuild the same.

During any period of time that by reason of such damage or destruction, there is any interference with full access to the Leased Premises, there shall be a fair and equitable abatement of the rent and other charges payable hereunder, taking into account

the extent to which Tenant's operations may thereby be interfered with, and there shall follow a proportionate abatement of rent and other charges payable hereunder until such interference is remedied or Tenant exercises its right to terminate this lease pursuant to ARTICLE VI, Section 2 hereof.

Section 7. In any event, if Landlord shall not commence, in good faith, repair and restoration work: (i) with respect to "partial damage" forthwith or (ii) with respect to "substantial damage" within ninety (90) days, after any damage which Landlord is required to repair pursuant to the terms hereof, or if Landlord shall fail with all due diligence to continue with such repair and restoration work to completion, then Tenant shall have the right, in addition to all other rights and remedies available under this lease or available at law or in equity, to terminate this lease by giving written notice of its election so to do to Landlord.

ARTICLE XV

Eminent Domain

Section 1. If a substantial portion of the Leased Premises shall be taken by condemnation or right of eminent domain, Landlord shall immediately send written notice thereof to Tenant, and Tenant shall have the right to terminate this lease by giving written notice to Landlord of its intention to do so not later than thirty (30) days after receipt by Tenant of such

notice. Should Tenant not exercise the right to termination aforesaid, Landlord shall promptly restore that which remains of the Leased Premises to an architectural unit as nearly like their condition prior to such taking as shall be practicable.

Section 2. Should such portion of the parking areas be taken as would result in the reduction of parking spaces below that required by applicable ordinances of Metropolitan Dade County after such taking, then unless Landlord shall promptly add sufficient parking (by the addition of immediately contiguous land, or otherwise, in a manner reasonably acceptable to Tenant), Tenant shall have the right to terminate this lease by giving written notice thereof to Landlord.

In any event, Tenant shall have a one-time right to terminate this lease by giving Landlord sixty (60) days' prior written notice of its intent to do so should there be any loss of the parking areas crosshatched on the Site Plan or any part of the Building. If Tenant shall not have given such notice to Landlord within ninety (90) days of such loss of parking areas or part of the Building, Tenant's right to terminate pursuant to such event shall expire.

Section 3. If access presently existing in any direction between the Shopping Center and Southwest 136th Street on the one hand, or between the Shopping Center and U.S. #1 on the other, shall be lost or materially impaired (other than temporarily for reason of street repairs, widenings or the like)

by reason of a taking by public authority or otherwise, Tenant shall likewise have the one-time right to terminate this lease by giving written notice thereof to Landlord.

Section 4. Any and all awards for any such taking shall be shared in a fair and equitable manner between Landlord and Tenant to reflect the relative loss suffered by them respectively, including Tenant's loss of its leasehold estate, the taking of its trade fixtures, furniture, and/or leasehold improvements, as well as any special damages, such as Tenant's moving expenses.

Section 5. In the event of a termination of this lease following such taking, all rent and other charges shall be pro-rated up to the date of such termination, and Landlord shall promptly repay to Tenant any rent or other charges paid in advance.

In the event of a taking which does not result in the termination of this lease, there shall be a fair and equitable abatement of all rent and other charges during the period of repair and restoration, taking into account the extent to which Tenant shall be required to close down all or a portion of its operations until restoration has been completed; and after such restoration, there shall be fair and equitable abatement of rent and other charges on a permanent basis, taking into account all factors, including the possible reduction in the size of the Leased Premises, reduction in parking areas, and the like.

Section 6. In the event of the taking of any other portion of the Shopping Center (irrespective of whether any portion of the Leased Premises shall have been so taken), Landlord, to the extent the proceeds of any award are sufficient and to such extent only, shall proceed promptly: (i) to restore that which may remain of any buildings or other improvements affected by the taking; and (ii) to restore the remaining property to a sightly condition by the removal of rubble, etc.

During any period of time that, by reason of such taking, there is any interference with full access to the Leased Premises, there shall be a fair and equitable abatement of the rent and other charges payable hereunder, taking into account the extent to which Tenant's operations may thereby be interfered with; and if Tenant elects to close down until restoration or removal of rubble, etc., has been accomplished, then there shall be a full abatement of rent and other charges payable hereunder until Tenant shall have elected to reopen for business. It is understood and agreed that, at Tenant's election, the term of this lease shall be extended by up to the number of days, if any, during which business shall not have been conducted in the Leased Premises by reason of such restoration work.

ARTICLE XVI

Landlord's Assurances

Section 1. To induce Tenant to execute this lease, and in consideration thereof, Landlord warrants and represents, and covenants and agrees as follows:

A. Landlord has good fee simple title to the entire Shopping Center free and clear of all easements, restrictions, liens, encumbrances, leases and the like, except the mortgage now held by an institutional lender (the "Bank") and those items listed on Schedule "E" annexed hereto and made a part hereof.

B. Within forty-five (45) days after Landlord acquires the real property on which the Shopping Center is to be located, Landlord shall cause to be delivered to Tenant a so-called nondisturbance agreement from the Bank, providing, in substance, that in the event of foreclosure of the mortgage now held by the Bank, the Bank and its successors in interest will agree to recognize all of the rights of Tenant hereunder (including, without limitation, permission for insurance proceeds and eminent domain awards to be applied as required hereunder), with the same force and effect as though this lease had been executed, delivered, and recorded prior to the execution, delivery and recording of said mortgage.

C. There are no restrictions either imposed by law (including applicable zoning and building ordinances) or by

any instrument which would prevent (i) the use of the Shopping Center, including the Leased Premises, in the manner contemplated by this lease, (ii) the use of the parking facilities, access roads, and other common areas in the manner contemplated by this lease, or (iii) the construction of the Leased Premises and/or the Shopping Center in the manner contemplated by this lease. If at any time during the term of this lease applicable law shall not permit the use of the Leased Premises as a discount drug store with a prescription pharmaceutical department, then Tenant, without waiving any other rights Tenant may have on account thereof, may terminate this lease by giving Landlord notice thereof.

D. Subject to Tenant's rights under ARTICLE VI, Section 2 hereof, the Leased Premises now have and throughout the term of this lease shall have access to U.S. #1 and Southwest 136th Street for the purpose of vehicular traffic; and there is now, and throughout the term of this lease shall continue to be, reasonable access for trucks to the receiving door serving the Leased Premises.

E. The Shopping Center now has, and throughout the term of this lease, shall have, a parking ratio at least equal to that required by applicable parking ordinances of Metropolitan Dade County, Florida.

F. The Shopping Center now complies and, throughout the term of this lease, Landlord shall cause the

Shopping Center to comply with, all environmental laws and regulations applicable to the Shopping Center and the uses made thereof, including, without limitation, laws and regulations relating to hazardous substances.

G. This lease does not violate the provisions of any instrument heretofore executed; and the execution of this lease has been duly and validly authorized on behalf of Landlord.

H. Landlord hereby agrees to indemnify and hold Tenant harmless of and from the claim of any person or entity claiming a brokerage commission or other payment by reason of the execution of this lease. Tenant covenants to Landlord that it has not dealt with any such person or entity concerning the Shopping Center or this lease.

I. Landlord shall make all payments required to be made under the provisions of any mortgage affecting any portion of the Shopping Center, in default of which Tenant shall have the right, but not the obligation, to make any such payment and to require the payment of such cost by Landlord upon demand.

J. Landlord has or will have by December 17, 1987, a firm signed lease without conditions with a major tenant (single user of at least 25,000 square feet for a use which generates customer traffic for the Shopping Center and is a use not prohibited under this lease).

Section 2. If Landlord shall fail to comply with the requirements of this ARTICLE XVI, or in the event Landlord shall

breach any of the warranties, representations, covenants or agreements set forth in this ARTICLE XVI, and as a result of either the non-compliance or breach, Tenant shall not be able to use the Leased Premises as contemplated by Tenant in the exercise by it of sound business judgment, Tenant shall have the right, in addition to all other remedies, to terminate this lease or abate the minimum rent in the sum of \$10 per square foot until a "major tenant" shall be open for business in the Shopping Center, at any time by giving Landlord notice thereof prior to the full compliance by Landlord with such requirements, warranties, representations, covenants and agreements. Without limiting the generality of the foregoing, if any material document required to be delivered to Tenant prior to the Commencement Date shall not have been received by Tenant on or before such date, and if after written notice from Tenant has been received by Landlord such document is not furnished within ten (10) days, then, notwithstanding anything to the contrary contained in this lease, minimum rent, percentage rent and other payments otherwise due hereunder from Tenant shall fully abate until all such documents have been received by Tenant. Nothing set forth in this Section 3 shall, however, be construed as affecting in any way the accrual and effectiveness of any of the obligations of Landlord set forth in this lease, or as prohibiting Tenant from opening for business to the public in the Leased Premises prior to the receipt by Tenant of such documents.

ARTICLE XVII

Remedies

Section 1. It is agreed that if Tenant shall neglect or fail to perform or observe any of the covenants, terms, provisions or conditions contained in these presents and on its part to be performed or observed within thirty (30) days after notice of default, or such additional time as is reasonably required to correct any such default (except for payment of minimum rent or any other payment required to be made by Tenant under this lease, sometimes herein called "Additional Rent", in which case, said period of notice shall be ten (10) days), or if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in voluntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of the Bankruptcy Act now or hereafter enacted, and such proceeding is not dismissed within thirty (30) days after it is begun, or if Tenant shall file a petition for such reorganization, or for arrangements under any provisions of the Bankruptcy Act now or hereafter enacted and providing a plan for

a debtor to settle, satisfy or extend the time for the payment of debts then, and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), Landlord lawfully may, immediately or at any time thereafter, upon prior written notice, enter into and upon the Leased Premises, or any part thereof in the name of the whole, and repossess the same as of its former estate, and expel Tenant, and those claiming through or under it, and remove its or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid, this lease shall terminate. Tenant covenants and agrees, notwithstanding any entry or re-entry by Landlord, whether by summary proceedings, termination or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of rent and other charges reserved as they would, under the terms of this lease, become due if this lease had not been terminated, or if Landlord had not entered or re-entered, as aforesaid, and whether the Leased Premises be relet or remain vacant, in whole or in part, or for the remainder of the term or a period less than the remainder of the term, and for the whole thereof; but in the event the Leased Premises be relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in reletting the Leased

Premises, after deduction of all reasonable expenses (including, without limitation reasonable brokerage fees, and the like), and in collecting the rent in connection therewith. In the event of termination by Landlord as aforesaid, Landlord shall use reasonable efforts to relet the Leased Premises so as to minimize the damages suffered by Landlord and payable by Tenant. All rights and remedies of Landlord and Tenant herein granted or enumerated shall be cumulative and none shall exclude any other right or remedy allowed in law or equity and said rights or remedies may be exercised and enforced concurrently or separately. No offer of surrender of the Leased Premises by Tenant shall be binding unless accepted by Landlord in writing. Notwithstanding the foregoing provisions, in no event shall Landlord have the right to terminate this lease by reason of an alleged default of Tenant, other than Tenant's failure to pay the rent and other charges due hereunder. Further, except with respect to the payment of rent and other charges payable hereunder, Tenant shall be excused from the performance of its obligations hereunder for such period of time that it is prevented from performing the same by reason of acts of God, strikes and other causes beyond its reasonable control.

Section 2. In the event that Landlord is in default in the performance of any of its obligations under this lease, which default continually materially and adversely affects Tenant's ability to operate its business at the Leased Premises as

specified in this lease, and such default continues for a period of more than sixty (60) days after written notice from Tenant specifying such default, or if such default requires more than sixty (60) days to remedy and it continues, after such notice, beyond the time reasonably necessary to cure, Tenant shall have the right, in addition to all other remedies available hereunder or available at law or in equity, to terminate this lease by legal proceedings against Landlord.

ARTICLE XVIII

Miscellaneous Provisions

Section 1. Waiver. Failure on the part of either party to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall not be deemed to be a waiver by such party of any of its rights hereunder. Further, it is agreed that no waiver at any time of any of the provisions hereof by either party shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the other provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval to or of any action by either party requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act by such party. Notwithstanding the foregoing, Landlord shall be deemed to have waived any right

to be paid by Tenant for amounts which would otherwise be due from Tenant to Landlord upon billing of Tenant by Landlord if such bill is not rendered to Tenant within two (2) years of the end of the year with respect to which Landlord's right to payment accrues.

If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other party under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest", which payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of such party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of such party to pay such sum or any part thereof, such party shall be entitled to recover from the other party such sum or so much thereof as it was not legally required to pay under the provisions of this lease.

If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the cost thereof "under protest", performance of such work in no event to be regarded as a voluntary performance, and there shall survive the right on the part of such party to institute suit for recovery of the cost of such work. If it

shall be adjudged that there was no legal obligation on the part of such party to perform such work or any part thereof, such party shall be entitled to recover from the other party the cost of so much thereof as such party was not legally required to perform under this lease.

Section 2. Covenant of Quiet Enjoyment. Tenant, subject to the terms and provisions of this lease, on payment of the rent and observing, keeping and performing all of the terms and provisions of this lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy, and enjoy the Leased Premises during the term hereof without hindrance or ejection of any person.

Section 3. Status Report. Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, or the like, the then current status of performance hereunder, either party, on the written request of the other made from time to time, will promptly furnish a written statement on the status of any matter pertaining to this lease.

Section 4. Notice to Mortgagee. After receiving written notice from any person, firm, or other entity, that it holds a mortgage (which term shall include a deed of trust) which includes as part of the mortgaged premises the Leased Premises, Tenant shall, so long as such mortgage is outstanding, be required to give to such holder the same notice as is required to

be given to Landlord under the terms of this lease, but such notice may be given by Tenant to Landlord and such holder concurrently. It is further agreed that such holder shall have the same opportunity to cure any default, and the same time within which to effect such curing, as is available to Landlord, and if necessary, to cure such a default, such holder shall have access to the Leased Premises.

Section 5. Mechanic's Liens.

A. Tenant agrees promptly to discharge (either by payment or by filing of the necessary bond, or otherwise) any mechanic's, materialmen's, or other lien against the Leased Premises and/or Landlord's interest therein, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for Tenant in, upon or about the Leased Premises.

B. Tenant covenants and agrees (i) not to allow the estate of Landlord in the Leased Premises at any time during the term of this lease to become subject to any lien, charge or encumbrance whatsoever, and to indemnify and keep indemnified Landlord against all such liens, charges and encumbrances. Tenant shall have no authority, express or implied, to create any lien, charge or encumbrance upon the estate of Landlord in the Leased Premises, and (ii) further, Tenant shall not have any authority to create any liens for labor or material on or against

Landlord's interest in the Leased Premises or the Building and all persons contracting with Tenant for the destruction or removal of any buildings or for the erection, installation, alteration, or repair of any improvements in, on, or to the Leased Premises, and all materialmen, contractors, subcontractors, mechanics, and laborers are hereby charged with notice that they must look solely and only to Tenant's interest in the Leased Premises to secure the payment of any bill for work done or material furnished during the rental period created by this lease and, specifically, not to Landlord or Landlord's interest. If any mechanics' lien or other lien shall be filed against the Leased Premises, or any alterations, fixtures or improvements therein or thereto, as a result of any work done by or for Tenant or any of its subtenants, Tenant shall discharge or bond off same of record within twenty (20) days after the filing of the lien. In no event shall Landlord's interest be subject to liens for improvements made by Tenant.

Section 6. Invalidity of Particular Provisions. 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 held invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

Section 7. Provisions Binding, Etc. Except as otherwise limited herein, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant.

It is understood that each of the covenants, promises and agreements made by Landlord in this lease, whether affirmative or negative in nature, shall run with the land of the Shopping Center for the benefit of the Leased Premises and shall be binding upon Landlord and each successive owner during its ownership of any portion of the balance of the Shopping Center and upon each person having any interest therein derived through the owner thereof.

Section 8. Governing Law. This lease shall be governed and enforced exclusively by the provisions hereof, and by the laws of Florida as the same may from time to time exist, and venue of this lease shall be in Dade County, Florida.

Section 9. Recording. Tenant agrees not to record this lease, but Landlord agrees to execute and record a recordable short form lease in the form annexed hereto and made a part hereof as Schedule "F" and complying with applicable recording laws, and reasonably satisfactory to the attorneys for Landlord and Tenant. In no event shall such document set forth the rental or other charges payable by Tenant under this lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this lease, and is not intended to vary the terms and conditions of this lease.

Section 10. Notices. Whenever by the terms of this lease notice, demand, or other communication shall or may be given, either to Landlord or to Tenant, the same shall be in writing, and shall be sent by registered or certified mail, postage prepaid, or shall be delivered by private express carrier with receipt:

If intended for Landlord, addressed to it at the address set forth on the first page of this lease (or to such other address or addresses as may from time to time hereafter be designated by Landlord by like notice);

With a copy to: Robert L. Shaprio, Esq.
 3225 Aviation Avenue, Suite 303
 Miami, Florida 33133

If intended for Tenant, addressed to it at the address set forth on the first page of this lease, (or to such other address or addresses as may from time to time hereafter be designated by like notice);

With a copy to: Irving L. Kessler, Esq.
 Goldstein Goldman Kessler & Underberg
 1800 Lincoln First Tower
 Rochester, New York 14604

Except as otherwise specifically provided herein, all such notices shall be effective when received by United States mail or when delivered by a private express carrier within the Continental United States, to the addressee thereof.

If Landlord is comprised of more than one person or entity, (i) notice or payment by Tenant to any one of such persons or entities shall be deemed to be notice or payment to all, and (ii) Tenant may act on notice from any one of such persons or entities, and in the case of conflicting notices may recognize any one of such notices as valid and disregard the others. If Landlord is a partnership or corporation, Tenant may act on any notice given by any officer, agent or employee of such corporation or by any partner, agent or employee of such partnership.

Section 11. Paragraph Headings. The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this lease.

Section 12. Size of Leased Premises. With regard to rental payable during the original term and the option periods, and with regard to Tenant's Building Tax Percentage, Tenant's Land Tax Percentage and Tenant's CAM Percentage, the amounts set forth in this lease are predicated upon the square footage figures for the Leased Premises, the Building and the Shopping Center recited herein. Promptly upon delivery of full possession of the Leased Premises by Landlord to Tenant, an exact measurement of the square footage of floor area of the Leased

Premises, the Building and the Shopping Center shall be made, and if said measurement shall indicate square footage figures different from those recited in this lease, the parties hereto shall promptly execute a supplemental instrument adjusting, as applicable, the rental figures, as well as Tenant's Tax Percentage and Tenant's CAM Percentage, to conform to the exact measurement. If Tenant shall have made any payments to Landlord prior to the determination of such exact measurement, a prompt adjustment shall be made in said payments to reflect the accurate figures.

In the determination of such square footage figures, the same shall be computed on the basis of the exterior of exterior walls and the center of interior or dividing walls.

Section 13. Landlord and Tenant. It is understood and agreed that Landlord shall, in no event, be construed or held to be a partner or associate of Tenant in the conduct of Tenant's business; but it is understood and agreed that the relationship is, and at all times shall remain, that of landlord and tenant.

Section 14. Signs. Tenant shall have the right, with the approval of Landlord, which approval shall not be unreasonably withheld, and subject to applicable laws and regulations of governmental authorities, at Tenant's sole cost and expense, to install, maintain, repair and replace on the front of the exterior of the Leased Premises its standard signs or other advertising devices designating Tenant's business and

the sign(s) of any subtenant, assignee, licensee or concessionaire conducting business on the Leased Premises. Tenant, with respect to the Leased Premises, and Landlord, with respect to the buildings on the other parts of the Shopping Center, agree that no sign will be installed on the roof of any such building and that no sign will project above the top of any parapet wall or above the roof line if it is to be affixed to the side of a building not having a parapet wall, but Landlord and Tenant shall have the right to erect parapets in connection with the installation of signs. Landlord shall at Tenant's sole cost and expense install Tenant's sign and logo (of a size not less prominent than that of any other Shopping Center occupant other than that of the Dayton Hudson Corporation d/b/a "R.G. Branden") on any existing or future Shopping Center pylon(s) but Landlord shall not erect any pylons which obscure the Leased Premises exclusive of those shown on the Site Plan. With respect to all signs that it shall install, Tenant agrees to maintain the same in good repair, order and condition.

Section 15. Shopping Center Provision. If, at any time during the term of this lease, less than thirty percent (30%) of the total floor area of all buildings in the Shopping Center, exclusive of the floor area of the Leased Premises, is open and being operated for retail or service purposes, then Tenant shall have the right to avail itself of any one (but only one) of the following remedies, provided Tenant shall have given

Landlord written notice of Tenant's intention to exercise any such right and Landlord shall not have remedied the situation giving rise to Tenant's right, within ninety (90) days of such notice:

A. Notwithstanding the provisions of Section 1 of ARTICLE II, to terminate this lease as of the date set forth in such notice from Tenant, which date shall be not less than ninety (90) days from the date of such notice.

B. Notwithstanding the provisions of ARTICLE IX, to use the Leased Premises for any lawful use for the remainder of the term of the lease.

C. Notwithstanding the provisions of ARTICLE IX, to assign, sublet, concession or license the whole or any portion of the Leased Premises without the prior consent of Landlord.

D. Notwithstanding the provisions of ARTICLE IV, the rent which Tenant shall pay to Landlord during the remainder of the term of this lease shall be the rent more particularly set forth in ARTICLE III hereof, and the word "minimum" in said ARTICLE III shall be deemed deleted; and the provisions of ARTICLE IV hereof regarding the payment of percentage rent and Tenant's obligations with respect thereto shall be of no further force or effect. Tenant, its successors and assigns, shall, after the effective date of Tenant's notice, have no further obligation to make any payments on account of percentage rent under this lease.

Section 16. Transmittal of Lease. This lease is transmitted for examination only and does not constitute an offer to lease, and this lease shall become effective only upon the execution and unconditional delivery thereof by both parties hereto.

Section 17. Estoppel Certificate. Landlord and Tenant agree within ten (10) days after request therefor by the other, to execute in recordable form and deliver to the other, a statement in writing certifying: (i) that this lease is in full force and effect; (ii) the date of commencement of the term of the lease; (iii) that rent is paid currently without any off-set or defense thereto; (iv) the amount of rent, if any, paid in advance; (v) whether the lease has been modified and, if so, identifying the modifications, and (vi) that there are no uncured defaults or stating those claimed.

Section 18. Sales and Use Taxes. All rent due under this lease, including without limitation all minimum rent and percentage rent, shall be exclusive of sales, use and applicable taxes, which taxes shall be paid by Tenant to Landlord as additional rent contemporaneously with such rent amounts.

Section 19. Landlord's Liability. Notwithstanding any contrary provision of this lease, Tenant shall look solely to the interest of Landlord or its successor (as Landlord hereunder) as to the Leased Premises for the satisfaction of any judgment or other judicial process requiring the payment of money as a result

of any negligence or breach of this lease by Landlord or such successor, and no other assets of Landlord or such successor (including any beneficial owners, partners, corporations and/or other affiliated or in any way related to Landlord or such successor) shall be subject to deficiency action, levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies in any of such events.

Section 20. Integration. This lease and the exhibits hereto constitute the entire agreement between the parties regarding the subject matter referred to herein, and supersede all prior oral and written agreements between them regarding such matters. It may be modified only by an agreement in writing signed by Landlord and Tenant.

Section 21. Subordination and Mortgage Relations.

A. This lease is and at all times shall be subject and subordinate to all present and future mortgages which may affect the Leased Premises, and to all recastings, renewals, modifications, consolidations, replacements, and extensions of any such mortgage(s). The foregoing shall be self-operative and no further instrument of subordination shall be required by Landlord or any mortgagee. If any mortgagee comes into possession or ownership of the Leased Premises, or acquires Landlord's interest by foreclosure of the mortgage or otherwise, Tenant will attorn to the mortgagee, provided that said mortgagee and its successors and assigns shall be bound to honor the terms

of this lease. So long as Tenant, or its successors or assigns, is not in default of any of the terms, covenants and conditions on the part of Tenant to be observed and performed under this lease as would permit Landlord to terminate the lease, Tenant, or its successors or assigns, shall be entitled to remain in exclusive possession, occupation, use and enjoyment of the Leased Premises and said mortgagee shall not disturb the possession, occupation, use and enjoyment thereof.

B. Landlord shall have the unrestricted right to mortgage and refinance the Building. Tenant agrees, within thirty (30) days after Landlord's request, to execute such instruments as Landlord or its mortgagee shall require, certifying whether this lease is in full force and effect, and listing any modifications. This statement, commonly known as an estoppel certificate, is intended to be for the benefit of Landlord, any purchaser or mortgagee of Landlord, and any purchaser or assignee of Landlord's mortgagee. The estoppel certificate will also contain such other information as Landlord or its mortgagee may reasonably request.

Section 22. Miscellaneous.

A. Except as expressly set forth in this lease, each party acknowledges that it has not relied upon any statement, representation, or prior or contemporaneous written or oral promises, agreements or warranties in the execution and delivery of this lease.

B. The failure of either party to insist on the performance or observance by the other party of any one or more conditions or covenants of this lease shall not be construed as a waiver or relinquishment of the future performance of any such conditions or covenants, and the other party's obligation with respect to such future performance shall continue in full force and effect.

C. The terms "Landlord" and "Tenant" as herein contained shall include the singular and/or the plural, the masculine, the feminine, and/or the neuter, and the heirs, successors, executors, administrators, personal representatives and/or assigns wherever and whenever the context so requires or admits.

D. This lease may be executed in several counterparts all of which shall constitute one and the same agreement.

E. The captions in this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this lease. Throughout this lease, whenever the consent or approval of either party is required, such consent or approval shall not be unreasonably withheld or delayed. This lease shall be construed in accordance with applicable Florida law and venue herefor shall be in Dade County, Florida.

Section 23. Invalidity. If any term or provision of this lease or the application 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 held invalid or unenforceable, shall not be affected thereby.

Section 24. Attorneys' Fees and Costs. In the event that a party hereto shall retain or engage any attorney or attorneys to collect, enforce or protect its interest with respect to this lease or any instrument or document delivered pursuant to this lease, the non-prevailing party in any court action shall pay all of the reasonable costs and expenses of such collection, enforcement or protection, including without limitation all reasonable attorneys' fees and court costs.

Section 25. Net Lease. This Lease is a net lease, except that Tenant shall not be obligated to make any payments on any mortgage now or hereafter encumbering the Leased Premises, nor shall Tenant be obligated to pay for any capital improvements as defined in ARTICLE VI, Section 4, hereof, or otherwise, nor shall Tenant be obligated to pay any franchise, excise, inheritance or income tax which is or may become payable by Landlord or which may be imposed against Landlord or against the rents payable hereunder or upon the income or profits of Landlord by reason of any law now in force or hereafter enacted, unless such taxes are a result of a shift of the incidence of taxation now ordinarily imposed on realty.

ARTICLE XIX

Holding Over

Section 1. If Tenant shall remain in the Leased Premises after the expiration of the term or any renewal term of this lease, such occupancy of the Leased Premises shall not constitute a renewal or extension of the term or any renewal term hereof. At its option, Landlord may elect to treat Tenant as one who has not removed at the end of its term and thereupon be entitled to all the remedies against Tenant provided by law as a result thereof or to construe such holding over as a tenancy from month to month.

ARTICLE XX

Redemption

Section 1. Tenant hereby expressly waives, forfeits, surrenders and releases all rights of redemption granted hereunder or by operation of any provision of law now in force, giving Tenant the right after the occurrence of an Event of Default and the delivery of the Leased Premises to Landlord either voluntarily or as the result of a non-appealable court order to the redemption and repossession of the Leased Premises or any part thereof.

WITNESS THE EXECUTION HEREOF, under seal, in any number of counterpart copies, each of which counterpart copies shall be

deemed an original for all purposes, as of the day and year first above written.

LANDLORD

COLONIAL PALMS PLAZA, LTD.

By: [Signature]
General Partner

TENANT

FREDDY'S OF MIAMI, FL., INC.

By: [Signature]
Vice President

ACKNOWLEDGMENT PAGE

STATE OF FLORIDA)
COUNTY OF DADE) ss.:

On this 6th day of January, 1988, before me personally came Robert L. Shapiro to me known, who, being by me duly sworn, did depose and say that he is a member of the Limited Partnership of Colonial Palms Plaza, Ltd., the Limited Partnership described in and which executed the foregoing instrument and that he executed the same for and on behalf of said Limited Partnership.

[Signature]
Notary Public

My Commission Expires:

STATE OF ~~NEW YORK~~
COUNTY OF ~~MONROE~~) ss:

BLUE STATE
NOTARY
PUBLIC
THRU GENERAL ASS. NY.

On this 12th day of January, 1987, before me personally came [Signature] to me personally known, who being by me duly sworn did depose and say that he resides at [Signature] [Signature] Rochester, County of Monroe, and State of New York; that he is the Vice President of Freddy's of Miami, FL., Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation and that he signed his name thereto by like order as Vice President of said corporation.

[Signature]
Notary Public

FNS 021

SCHEDULE "A-2"

METES AND BOUNDS DESCRIPTION
OF THE SHOPPING CENTER

All that portion of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 21, Township 35 South, Range 40 East, Dade County, Florida, lying Southeasterly of the Southeasterly Right-of-Way line of State Road 5, less the South 318.67 feet thereof, and less the East 35 feet thereof;

AND

A portion of the Northwest 1/4 of Section 22, Township 35 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 22; thence run due East, along the North line of the Northwest 1/4 of said Section 22, for 653.55 feet; thence run S 0°24'04" W, along a line parallel to and 691.55 feet Westerly of, as measured at right angles to, the East line of the West 1/2 of the N. W. 1/4 of said Section 22, for 40.00 feet to the Point of Beginning; thence continue S 0°24'04" W, along the last described course, for 1000.68 feet; thence run N 77°25'20" W, along the Southwesterly line of the Florida Power & Light Company easement, as recorded in Deed Book 3572, at Page 114, and Deed Book 3573, at Page 76, of the Public Records of Dade County, Florida, for 676.67 feet; thence run N 0°54'32" E, along the West line of the Northwest 1/4 of said Section 22, for 768.10 feet; thence run N 24°30'40" E, along the Southeasterly Right-of-Way line of State Road No. 5 (U.S. Highway No. 1), for 93.74 feet; thence run due East, along a line 40 feet Southerly of, as measured at right angles to, the North line of the Northwest 1/4 of said Section 22, for 616.37 feet to the Point of Beginning;

Containing 14.240 acres, more or less.

SCHEDULE "B"

DETERMINATION OF COMMENCEMENT DATE

A. Landlord shall do all of Landlord's Work ("Landlord's Work"), which work shall include, without limitation, the work so designated on the guideline plans and specifications heretofore delivered by Tenant to Landlord, as well as the following:

1. The Leased Premises shall be delivered to Tenant by Landlord in a neat and clean condition.
2. The Leased Premises shall be delivered in a structurally sound condition and with a completely watertight roof; and all plumbing, sprinkler system, HVAC system, and utilities shall be in good working order.
3. All of the buildings and improvements shown on the Site Plan as agreed shall be fully constructed.
4. All common areas of the Shopping Center as agreed shall be appropriately installed (including paving and striping of parking areas, of light standards; etc.) all to the end that the common areas of the Shopping Center will be in first-class condition.
5. The Leased Premises shall be delivered in a so-called condition in conformance with Tenant's and Landlord's agreed upon guideline plans and specifications, in which condition it shall be ready to accept Tenant's store fixtures,

signs, and merchandise, in order that Tenant may open for business in the normal course upon delivery of the Leased Premises by Landlord to Tenant.

B. All final plans and specifications for the Leased Premises including shop drawings, to be used for Landlord's Work shall be subject to the approval of Tenant. Tenant shall not be deemed to have given such approval unless, prior to commencement of Landlord's Work, Landlord shall have delivered to Tenant three (3) sets of such final plans and specifications for all of Landlord's Work and Tenant shall have delivered to Landlord Tenant's written approval of such plans and specifications. Failure of Tenant to approve within twenty (20) days of such delivery shall be deemed approval by Tenant.

C. All permits required for Landlord's Work shall be obtained by Landlord.

D. All of Landlord's Work shall be done in a good and first-class workmanlike manner; in accordance with all applicable laws, ordinances, codes and insurance requirements.

E. Landlord must complete Landlord's Work in accordance with paragraphs A, B, C, and D above and deliver possession of the Leased Premises to Tenant for Tenant's interior work, not later than June 1, 1989 (the "First Delivery Date"). Landlord agrees to use all best efforts to deliver the Leased Premises to Tenant not later than the First Delivery Date. If the foregoing is not accomplished by the First Delivery Date,

then Tenant need not take initial occupancy and commence its work until October 1, 1989 (the "Second Delivery Date") and Landlord agrees to complete Landlord's Work by the Second Delivery Date. If full possession of the Leased Premises, completed to the extent required of Landlord, is not completed by the Second Delivery Date, then Tenant shall have the right to terminate this lease by giving written notice thereof to Landlord at any time prior to delivery of the Leased Premises to Tenant. If Landlord shall not have commenced Landlord's Work before August 31, 1988, subject to all causes of events of force majeure, then at any time thereafter, but prior to the commencement of Landlord's Work, Tenant shall have the right to terminate this lease by giving Landlord notice thereof.

F. Subject to Section 3 of ARTICLE XVI of this lease and to the foregoing provision hereof, the Commencement Date shall be eight (8) weeks after the earlier to occur of (i) the date Landlord shall have completed Landlord's Work and shall have delivered possession of the Leased Premises to Tenant (pursuant to paragraph B above) to enable Tenant to commence its interior work; or (ii) the date that Tenant shall first open for business to the public. Notwithstanding the foregoing, in the event that an unconditional Certificate of Occupancy will not issue by the Commencement Date otherwise determined in accordance with the foregoing due to work done or failed to be done by Landlord pursuant to the provisions of this Schedule "B", or by reason of

any condition of the Shopping Center or the Building, then, at Tenant's option, the Commencement Date shall be extended until the earlier to occur of the following: (i) the date that Tenant shall first open for business to the public; or (ii) the date that an unconditional Certificate of Occupancy shall have been obtained. If Tenant elects to open for business to the public although an unconditional Certificate of Completion has not issued, the minimum rent, percentage rent and other payments otherwise due hereunder from Tenant shall fully abate during any subsequent periods in which Tenant is unable to remain open by reason of the absence of an unconditional Certificate of Occupancy.

G. Tenant shall have the right to come onto the Leased Premises in order to take measurements and in order to commence its work including fixturing, even while Landlord is completing Landlord's Work, but such entry by Tenant shall be at Tenant's sole risk and shall not be deemed a waiver of Landlord's obligation fully to complete Landlord's Work. Tenant agrees that any of its work conducted as aforesaid shall not unduly interfere with the completion of Landlord's Work. Landlord and Tenant agree, to the extent reasonably possible, to co-ordinate their work in the Leased Premises in order that the First Delivery Date may be met.

H. If Tenant elects to open for business even though some of Landlord's Work remains to be completed by Landlord, or

is not yet accepted by Tenant as complete, or is defective, such opening for business shall not be deemed a waiver of Landlord's obligation fully to complete Landlord's Work, and Landlord agrees fully to complete the unfinished work promptly thereafter.

SCHEDULE "C"

DEFINITION OF GROSS SALES

The term "gross sales" is hereby defined to mean the entire amount of the actual sales price, whether wholly or partly in cash or for credit, of all merchandise sold and the charges for all services performed at, in, from or upon the Leased Premises, including without limiting the foregoing, all sales by any sublessee, licensee or concessionaire at, in, from or upon the Leased Premises. There shall be excluded from gross sales or deducted therefrom, as applicable, (a) sums collected for any sales, use, luxury or excise tax, or any other tax, collected from customers by Tenant or any sub-tenant, licensee or concessionaire, (b) the exchange or transfer of merchandise between stores or warehouses of Tenant, between stores or warehouses of any sub-tenant, licensee or concessionaire, or between stores or warehouses of Tenant or any sub-tenant, licensee or concessionaire and stores or warehouses of their respective affiliates (including any parent, subsidiary or controlling corporation), when such exchange is made solely for the convenient operation of the business of Tenant or such sub-tenant, licensee, concessionaire or affiliate and not for the purpose of consummating a sale at, in, from or upon the Leased Premises, (c) returns to shippers or manufacturers, wholesalers or distributors, for credit, (d) cash or credit refunds, but only to the extent that the merchandise sold, was originally included

in gross sales, (e) proceeds from sales of fixtures which are not a part of the stock in trade of Tenant or any sub-tenant, licensee or concessionaire, (f) proceeds from the sale of cigarettes and tobacco products.

SCHEDULE "D"

LIST OF EXCLUSIVES OR USE RESTRICTIONS
CONTAINED IN EXECUTED LEASES

None.

SCHEDULE "E"

TITLE EXCEPTIONS

1. Real Estate Taxes for the year 1987 and subsequent years
2. Right of Way Deed in favor of Dade County dated April 26, 1960, filed September 30, 1960, recorded in Official Records Book 2281, at Page 58.
3. Easement in favor of Southern Bell Telephone and Telegraph Company dated June 27, 1978, filed July 5, 1978, recorded in Official Records Book 10084, at Page 2259.
4. Easement in favor of Florida Power and Light Company filed March 5, 1986, in Official Records Book 12811, at Page 958.
5. Easement in favor of Southern Bell Telephone and Telegraph Company filed October 26, 1973, in Official Records Book 8485, at Page 1748.
6. Mortgage from Vasilios Birlidis to Clem F. Schwartz and Helen S. Schwartz, his wife, dated July 29, 1986, filed August 6, 1986, in Official Records Book 12977, at Page 122 (only as to triangular parcel lying adjacent to and East of U.S. Highway #1).
7. Mortgage or Mortgages from Colonial Palm Plaza, Ltd., to institutional lenders in connection with the acquisition and development of the real property described in Schedule "A-2" and instruments related thereto.

SCHEDULE "F"

SHORT FORM LEASE FOR RECORDING

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR DADE COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION

CIVIL ACTION NO. 92- 25608 SEC. 11

METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation,
Plaintiff(s)/Petitioner(s)

CERTIFICATE OF TITLE
Chapter 45

vs.
COLONIAL PALMS PLAZA, LTD., a Florida Limited Partnership, et al.,
Defendant(s)/Respondent(s)

THE UNDERSIGNED CLERK OF this Court certifies that a Certificate of Sale was executed and filed in this action on November 10, 1993, for the property described herein and that objections to the sale have either not been filed within the time allowed by statutory law or, if filed, have been heard by the court. The property in Dade County, Florida and described as follows:

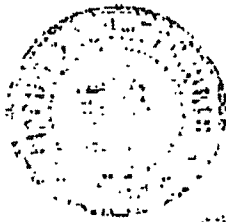
(SEE ATTACHED COPY)

was sold to:

METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation,
a/c Stroock & Stroock & Lavan, 200 S. Biscayne Boulevard, #3300, Miami, Florida 33131..

WITNESS my hand and the Seal of this Court on November 23, 1993

Harvey Ruvlin, Clerk



By Kathy Zell
Deputy Clerk

Tract "A", of Colonial Palms Plaza, according to the Plat thereof, as recorded in Plat Book 134, of Page 6, of the Public Records of Dade County, Florida, AND, Tract "B", Colonial Palms Plaza Addition, according to the Plat thereof, as recorded in Plat Book 135, at Page 53, of the Public Records of Dade County, Florida, LESS that portion of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 21, Township 55 South, Range 40 East, Dade County, Florida, lying Southeasterly of the Southeasterly Right-of-Way line of State Road No. 5, less the South 318.67 feet thereof, ALSO LESS the North 227.62 feet of the South 318.67 feet of the East 35 feet of that portion of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 21, Township 55 South, Range 40 East, Dade County, Florida, lying Southeasterly of the Southeasterly Right-of-Way line of State Road No. 5.

TOGETHER WITH:

That portion of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 21, Township 55 South, Range 40 East, Dade County, Florida, lying Southeasterly of the Southeasterly Right-of-Way line of State Road No. 5, less the South 318.67 feet thereof, and the North 227.62 feet of the South 318.67 feet of the East 35 feet of that portion of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 21, Township 55 South, Range 40 East, Dade County, Florida, lying Southeasterly of the Southeasterly Right-of-Way line of State Road No. 5.