NORTH MIAMI
FLORIDA
776 N.E. 125 Street, North Miami, Florida 33161

Staff Report

Date: ~~December 10, 2013~~ **January 14, 2014**

To: The Honorable Mayor and City Council

From: Tanya Wilson-Sejour, Planning Manager, Community Planning & Development

Re: Commercial Beautification Grant - 12955 NW 7th Ave

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, ALLOWING THE CITY ADMINISTRATION TO EXCEED THE MAXIMUM AWARD AMOUNT OF $80,000 PER ELIGIBLE PROPERTY UNDER THE NW 7TH AVENUE COMMERCIAL FAÇADE PROGRAM GUIDELINES AND REQUEST THE AMOUNT OF $225,000 IN ORDER TO PROVIDE ADDITIONAL ASSISTANCE FOR ONE COMMERCIAL FAÇADE REHABLITATION PROJECT; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

RECOMMENDATION

Staff is recommending approval of a grant in the amount of Two Hundred and Twenty Five Thousand Dollars ($225,000) to GATOR 12955 NW 7TH AVE, LLC for the façade rehabilitation of the property located at 12955 NW 7 Avenue., under the City of North Miami NW 7th Avenue Commercial Façade Program.

BACKGROUND INFORMATION

On March 12, 2013 the North Miami City Council approved the "NW 7th Avenue Commercial Façade Program Application and Guidelines" providing financial assistance to commercial properties located along the NW 7th Avenue Corridor for the purpose of rehabilitating their facade.

More specifically, the program offers a grant for the rehabilitation of commercial projects, up to Eighty thousand ($80,000).

The shopping center located at 12955 NW 7 Avenue, if approved will be the second property to participate in the program. The project will consist of the renovation of the entire shopping center including addition/renovation to create a space for future Dollar General Store, parking resurfacing, landscaping, building façade, site work, and signage.

The total cost of the project is Eight Hundred Thirteen Thousand, One hundred and Twenty six dollars and Ninety Two cents ($813,126.92). The owner is requesting a grant from the City of Two Hundred and Twenty Five Thousand Dollars ($225,000) to cover façade costs.

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GATOR 12955 NW 7TH AVE, LLC has agreed to comply with all the City's zoning requirements as outlined in the Land Development Regulations.

CONCLUSION

Based on our analysis, staff is of the opinion that the proposed Grant request is consistent with the North Miami 7th Avenue Commercial Beautification Grant guidelines. Therefore staff requests that the City Council approves the attached Grant proposal, with the following conditions:

1. The applicant agrees to comply with all requirements of the Land Development regulations.
2. The applicant shall provide employment opportunity to local residents.

Attachments:
1. Letter of intent
2. Elevation of Property Proposed Façades and Signage
3. Site Plan and Survey
4. Budget proposal packet (Exhibit A- F)

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY ADMINISTRATION TO EXCEED THE MAXIMUM AWARD AMOUNT PER ELIGIBLE PROPERTY UNDER THE NORTHWEST 7TH AVENUE COMMERCIAL FAÇADE PROGRAM GUIDELINES FROM EIGHTY THOUSAND DOLLARS ($80,000.00) TO TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($225,000.00), IN ORDER TO PROVIDE ADDITIONAL ASSISTANCE FOR ONE (1) COMMERCIAL FAÇADE REHABILITATION PROJECT, FOR THE PROPERTY LOCATED AT 12955 NORTHWEST 7TH AVENUE; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, on March 12, 2013, the Mayor and Council of the City of North Miami ("City") passed and adopted Resolution R-2013-12, approving the Northwest 7th Avenue Commercial Façade Program application and guidelines (attached hereto as Exhibit "A"), which established a maximum rehabilitation assistance award amount of Eighty Thousand Dollars ($80,000.00); and

WHEREAS, the maximum award amount is insufficient to address the needs of the commercial façade rehabilitation project for the property owned by Gator 12955 NW 7th Ave., LLC; and

WHEREAS, the increase from Eighty Thousand Dollars ($80,000.00) to Two Hundred Twenty-Five Thousand Dollars ($225,000.00) will be sufficient to fund the required rehabilitation costs for the commercial façade of the property located at 12955 Northwest 7th Avenue.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Authorization of City Administration to exceed Maximum Award Amount. The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Administration to exceed the maximum award amount per eligible property under the Northwest 7th Avenue Commercial Façade Program Guidelines from Eighty Thousand Dollars ($80,000.00) to Two Hundred Twenty-Five Thousand Dollars ($225,000.00), in order to provide

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additional assistance for one (1) Commercial Façade Rehabilitation Project, for the property located at 12955 Northwest 7th Avenue.

Section 2. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of _____, 2014.

_____
LUCIE M. TONDREAU
MAYOR

ATTEST:

_____
MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Lucie M. Tondreau	_____ (Yes)	_____ (No)
Vice Mayor Scott Galvin	_____ (Yes)	_____ (No)
Councilperson Carol Keys, Esq.	_____ (Yes)	_____ (No)
Councilperson Philippe Bien-Aime	_____ (Yes)	_____ (No)
Councilperson Marie Erlande Steril	_____ (Yes)	_____ (No)

CITY OF NORTH MIAMI
NW 7th AVENUE
COMMERCIAL FAÇADE PROGRAM

PROGRAM APPLICATION
AND
GUIDELINES

CITY OF NORTH MIAMI
COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT

2013

CITY OF NORTH MIAMI
NW 7th AVENUE
COMMERCIAL FAÇADE PROGRAM

Improvements to the facades of commercial buildings help local businesses attract new customers and can have a significant impact on the marketability of the surrounding area.

In order to help improve the NW 7th Avenue commercial corridor, the City of North Miami is offering financial incentives to property owners of eligible commercial buildings along the corridor for façade rehabilitation.

The program offers a grant of up to 50% of the approved project cost. The maximum City financial contribution is $80,000 (Eighty thousand dollars) per building.

In order to maximize its impact, the program will give priority to shopping centers, strip malls and large buildings (buildings with more than three storefronts).

The City will make grant payments to the property owner. Payments **in the form of reimbursement** are issued during the duration of the project, after completion of roughly 25%, 50%, 75%, and at the completion of a qualified project.

Projects must be approved **prior to beginning construction** to participate in the program.

Interested businesses may apply for the program through the City's Department of Community Planning and Development (CP&D). Potential applicants should contact CP&D to determine if they are eligible.

ELIGIBILITY REQUIREMENTS

The NW 7th Avenue Commercial Façade Program is funded by the City's General Fund and all projects must meet all requirements outlined in the Program Agreement between the City and the Grantee.

- In order to be eligible for the program, the owner of the building must be the applicant of record.

- The property has to be located on the NW 7th Avenue Corridor within the City of North Miami boundaries.

- A qualified building is a structure with commercial space on the ground floor with street frontage and direct pedestrian access from the street.

- An eligible "façade" is the front face or elevation of the building, which typically faces the street and contains windows and the principal entrance to the building.

- In order to be eligible for the program, the façade must be in need of assistance to correct physical decline.

- Eligible work under the façade program includes: façade renovation, installation of storefront windows, signage, awnings, and exterior lighting.

- Approved work must result in a publicly visible and permanent improvement. Work to upper portions of the façade of a building is eligible for the grant, provided that such work is part of a larger qualified project involving street level improvements and provided that such work does not involve residential portions of the building.

- In order to be funded under this program, all façade improvements must conform with the City's approved *Downtown Master Development and Major Corridor Plan*.

The following types of businesses and uses are **not eligible** to participate in the program:

- Residential and industrial buildings
- Properties occupied by religious institutions
- Freestanding auto-related businesses such as gas stations, repair shops, automobile dealerships, quick-service and drive-thru facilities and car washes
- Adult bookstores or similar businesses
- Free standing liquor stores

The following types of work are **not eligible** in the program:

- Roof replacement
- Work that involves principally routine maintenance (i.e. minor repairs), unless part of a larger qualified project
- New construction or additions
- Billboard, landscaping and paving, unless part of a larger qualified project
- Work on residential portions of a commercial building

LEASING REQUIREMENTS

- Upon completion of the project, 50% of the ground-floor "leasable" commercial space must have leasing commitments of at least one year. If leasing requirements are not met at the time of final inspection, the property owner will be given 180 days to submit a one- year lease agreement to the City. If leasing requirements are not met after the extension, the City will recapture the equivalent of 10% of the grant.
- Program participants cannot arbitrarily increase rents on existing tenants after the completion of the project and will be required to honor rental amounts in all existing leases for the duration of the current lease.
- Renewal of leases for existing tenants must comply with industry standard for rental payment increases.
- Program participants may be required to coordinate the leasing of vacant space with the City.

CHANGE IN OWNERSHIP

Program participation is not transferable to new property owners. New property owners must reapply to participate in the program.

In addition, the property owner is not allowed to sell the building during five (5) years after the project is completed. If the property is sold during the five-year period, the City will recapture 20% of the grant for each year.

TIME LIMITS

Projects must be completed by the timetable outlined in the agreement between the property owner and the City.

CONSISTENCY WITH CITY ORDINANCES

Projects must comply with all City of North Miami zoning code and building requirements.

To be eligible to participate in the program, applicants must comply with all program requirements. Failure to comply with the program requirements at any time will result in the applicant being dropped from the program. The City of North Miami is the sole interpreter of eligibility determinations, payment amounts and compliance with program requirements. All of the City's decisions are final. Projects are not officially accepted in the program until an agreement between the applicant and the City is signed.

APPLICATION PROCESS

STEP 1 - APPLICATION SUBMITTAL

Complete the enclosed application and submit it to the City of North Miami Community Planning and Development Department with photos of the building façade.

Program staff will meet with you, typically within two weeks of receiving the complete application, to discuss the project and program requirements.

STEP 2 - PROJECT APPROVAL

Once the project is approved the Grantee will sign an Agreement and a Restrictive Covenant with the City. The agreement will include a "Scope of Work" defining the project total cost and the City grant amount. The Restrictive Covenant will include the obligation period and will be recorded against the property.

STEP 3 - PRE-CONSTRUCTION PHASE

Upon the project approval and execution of the agreement City staff conduct a "pre-construction meeting" to review the program procedures.

STEP 4 - APPROVAL TO BEGIN CONSTRUCTION

Once you have signed the contract with the City and you and your contractor(s) you will be issued a "Notice to Proceed Letter" indicating that construction may begin.

No work should start before the agreement is executed and a "Notice to Proceed" is issued.

STEP 5 - ISSUANCE OF PAYMENTS

The City will issue up to four payments during the project: upon completion of 25%, 50%, 75% and 100% of the project. Upon completion of each phase of the project, program staff will inspect the project to ensure compliance with the approved plans and budget.

The City will **reimburse** the property owner for the City's portion of the project cost by issuing a check approximately four weeks after staff inspections and after the following documentation has been submitted for each phase of the project.

- Progress report outlining the work completed and expenditures.
- Copies of cancelled checks (front and back) for the portion of the work completed. All project expenditures must be paid by check.
- Original, notarized partial and final "waivers of lien" from all contractors, subcontractors, and major material suppliers.

Final payment will be issued after all work has been completed, all the above mentioned documentation has been reviewed and accepted by the City, and leasing and other program requirements have been met.

CITY OF NORTH MIAMI
NW 7th AVENUE COMMERCIAL FAÇADE PROGRAM APPLICATION

Project Address

_____

List the Property Folio Number(s)

_____

_____

_____

_____

_____

APPLICANT INFORMATION

Property Owner's Information

_____
Name

_____
Address

_____
City State Zip

_____
Home telephone Work telephone

Contact Person

_____
Name

_____
Home telephone Work telephone

Indicate whether the Applicant is an individual or legal entity and, if a legal entity, indicate the type of entity below.

---- Individual(s)
---- Business corporation
---- Not-for-profit corporation
---- General partnership
---- Limited partnership
---- Joint venture
---- Sole proprietor
---- Other entity (specify)

If applicant is a private corporation, partnership or limited liability company, list below the name, business address and percentage of ownership interest or control of each partner.

Name	Business Address	% of interest

If Applicant is a non-profit organization, list names and title of the executive officers and directors/board members of the corporation.

Name	Title

Tenant Information

Business name Owner's name Type of business
# of Jobs

_____
_____
_____
_____
_____
_____
_____
_____

Please provide copies of Business Tax Receipt and Certificate of Use issued by the City of North Miami for each business operating at the property

Describe proposed improvement to the building façade
Provide 3 comparable estimates for the proposed work

_____
_____
_____
_____
_____
_____
_____
_____

Has the property in question participated in the City's Commercial Façade Program or the CRA Business Assistance Program in the last 5 years?

---- yes ---- no

Applicants must provide proof ownership of the property where the improvements will be made and that the payment of property taxes for the property being considered for the program is up to date.

The Applicant, _____asserts that the preceding information is true and correct.

_____

Applicant (print name) Applicant's signature

_____

Applicant's Social Security Number or Company's Federal ID Number

If the application is being submitted by the owner's agent , the following line must be completed.

I certify that I, the trustee and/or owner of the below-cited property, give the above signed Agent of record authority to implement improvements at the property as may be required under the NW 7th Avenue Commercial Façade Program.

_____

Signature of owner or trustee

_____

Print owner's or trustee's name and capacity

Mail Application to:
City of North Miami
Community Planning and Development
Attention: Danuzio Lima
12340 NE 8th Avenue
North Miami, FL 33161

Tel: (305) 893-6511 ext. 1218

APPLICATION CHECK LIST

------ Complete Application

------ Legal description of the property

------ Proof of property ownership (Warranty Deed)

------ Property Tax Bill

------ Proof of Property Insurance

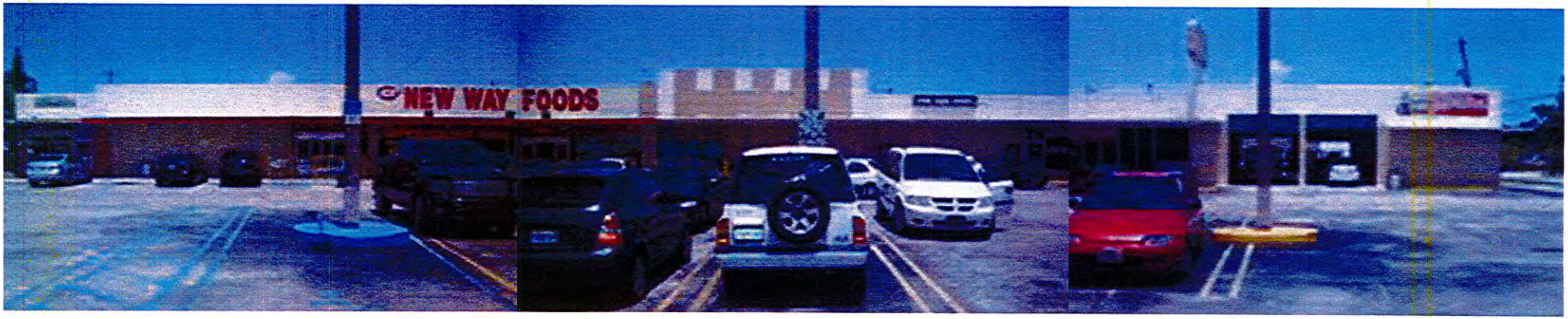
------ Sketch or rendering of proposed improvements

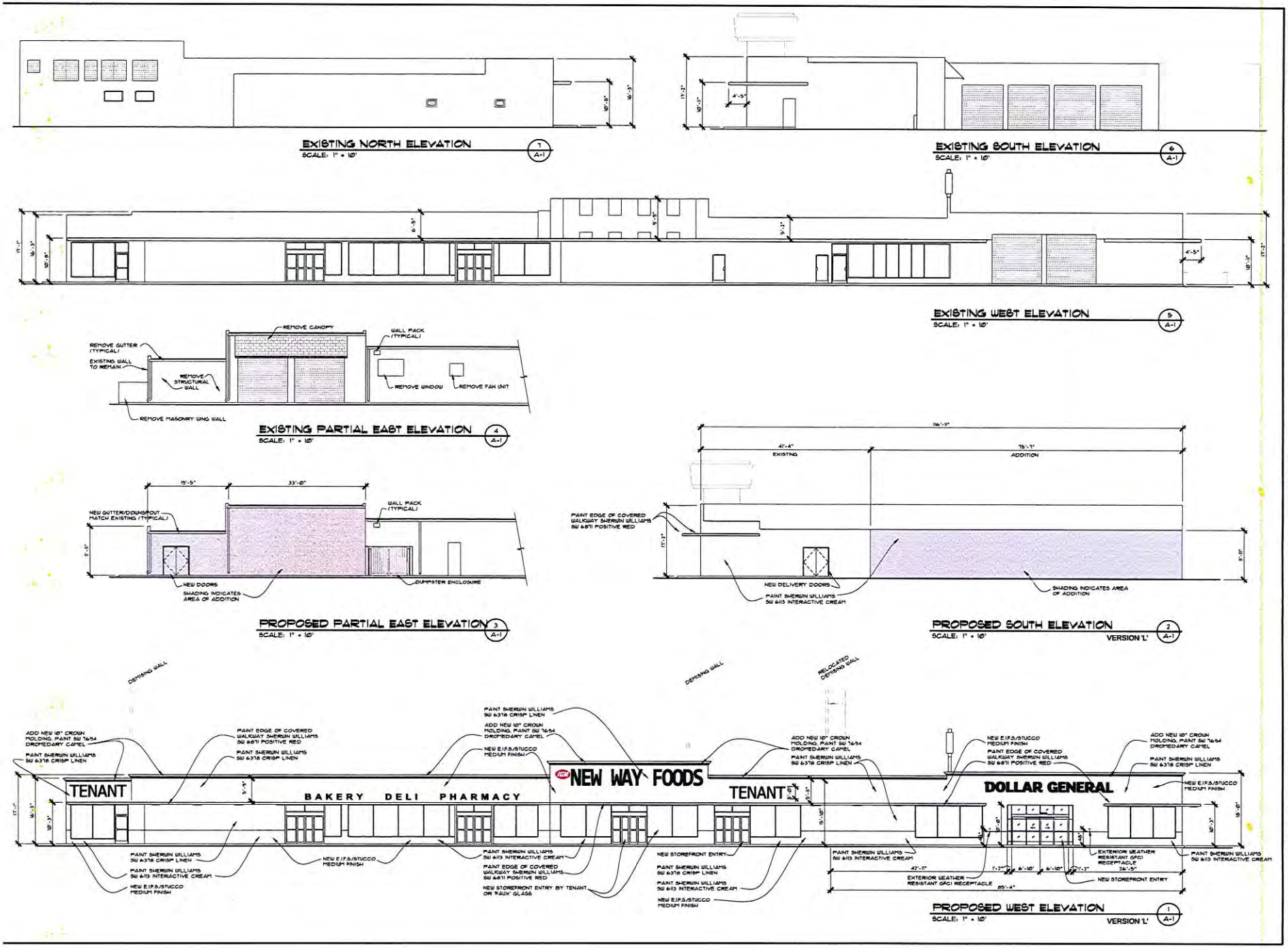
------ Three cost estimates by licensed contractors (line item estimate)

------ Tax receipt for businesses located in the property

------ Before Pictures

RESTAURANT
BAKERY DELI PHARMACY
NEW WAY FOODS
TENANT
NEW WAY FOODS
DOLLAR GENERAL
DOLLAR GENERAL


NEW WAY FOODS



Revisions:
1
2
3
4
5

Project Number
130109

LANDLORD IMPROVEMENTS

EXTERIOR RENOVATION AND ADDITION
129TH STREET PLAZA
12915-12995 NORTHWEST 7TH AVENUE
MIAMI, FLORIDA

Project Name
129TH STREET PLAZA

STEPHEN BRASGALLA, ARCHITECT
STATE OF MASSACHUSETTS REGISTRATION NO. 50986
8801 WEST BROWARD BOULEVARD SUITE 100
PLANTATION, FLORIDA 33317
TELEPHONE 954.314.2901
TELEFAX 954.308.0800
ARCHITECT @ DESIGN 22, NET

CLIENT APPROVAL SET (VARIANCE SUBMITTAL) 11-20-13 (NOT FOR CONSTRUCTION)

Drawn By: CMS	Checked By: STB
Scale: SHOWN	Date: 11-20-13

Project Number
130109

Sheet:
A - 1

ALTA/ACSM Land Title Survey

Property Location

12955 N.W. 7 Avenue
North Miami, Florida

Survey Date: 11/08/2012
Job Number: 12-9008
Revision:

National Flood Insurance
Community Panel: 12086 C 0139 L
Flood Zone: X
Base Flood Elevation: N/A
Firm Date: 09/11/2009

Title information provided by:
Fidelity National Title Insurance Company
File No.: 4047861
Effective Date: August 23, 2012 at 11:40 PM
Proposed Insured: Gator 12955 NW 7th AVE, LLC.

Folio No.: 06-2125-003-0030
Property: 12955 NW 7 AVE

Property Information:
Primary Zone: 6601 COMMERCIAL
CLUC: 0011 RETAIL OUTLET
Floors: 1
Adj Sq Footage: ±26,799
Lot Size: ±75,494 SQ FT

Parking
100 Standard parking spaces
5 Handicapped parking space
105 Total Parking spaces

Legal Description
Lot 21 LESS the East 20 feet, and LESS the West 17 feet for road, and LESS the North 25 feet thereof, and LESS the South 5 feet, NILEARN SUBDIVISION, according to the Plat thereof, recorded in Plat Book 8, Page 35 of the Public Records of Miami-Dade County, Florida, and also less the following parcel: The external area formed by a 25' radius arc at the northwest corner of the remainder of the above described parcel run tangent to the new north and west property lines hereby established, also that external area formed by a 25' radius arc at the southwest corner of the remainder of the above described parcel, run tangent to the new south and west property lines hereby established for the purpose of providing rounded corners.

EXCEPTIONS

Schedule B II of Fidelity National Title Insurance Company policy File No.: 4047861

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
   - Does not contain matters of survey
2. Taxes and assessments for the year 2012 and subsequent years, which are not yet due and payable.
   - Does not contain matters of survey
3. Standard Exceptions:
   A. Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the Land.
   B. Rights or claims of parties in possession not shown by the public records.
   C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
   D. Taxes or assessments which are not shown as existing liens in the public records.
   - Does not contain matters of survey
4. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
   - Does not contain matters of survey
5. Memorandum/Short Form of Lease between 12955 NW 7TH Ave, LLC, and New Way Foods, Inc., recorded in Official Records Book 23138, Page 374.
   - Does not contain matters of survey

SURVEYORS NOTES
-Legal description used for this survey was provided by others.
-This Survey has been prepared for the exclusive use of the entities named hereon and do not extend to any unnamed parties.
-Bearings, if any, shown hereon are based on Plat Book 8, Page 35 of Miami-Dade County, Florida.
-All dimensions and directions shown hereon are in substantial agreement with record values unless otherwise noted.
-Due to varying construction standards, house dimensions are approximate.
-All ties to property line are perpendicular to it, unless otherwise noted.
-In all cases dimensions shall control location over scaled positions.
-This survey does not determine or imply ownership.
-Underground improvements and utilities were not located.
-Not valid without the signature & raised seal of a Florida licensed surveyor and mapper.
I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON, AS RECENTLY SURVEYED AND DRAWN UNDER MY SUPERVISION, MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE FOR THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUES.

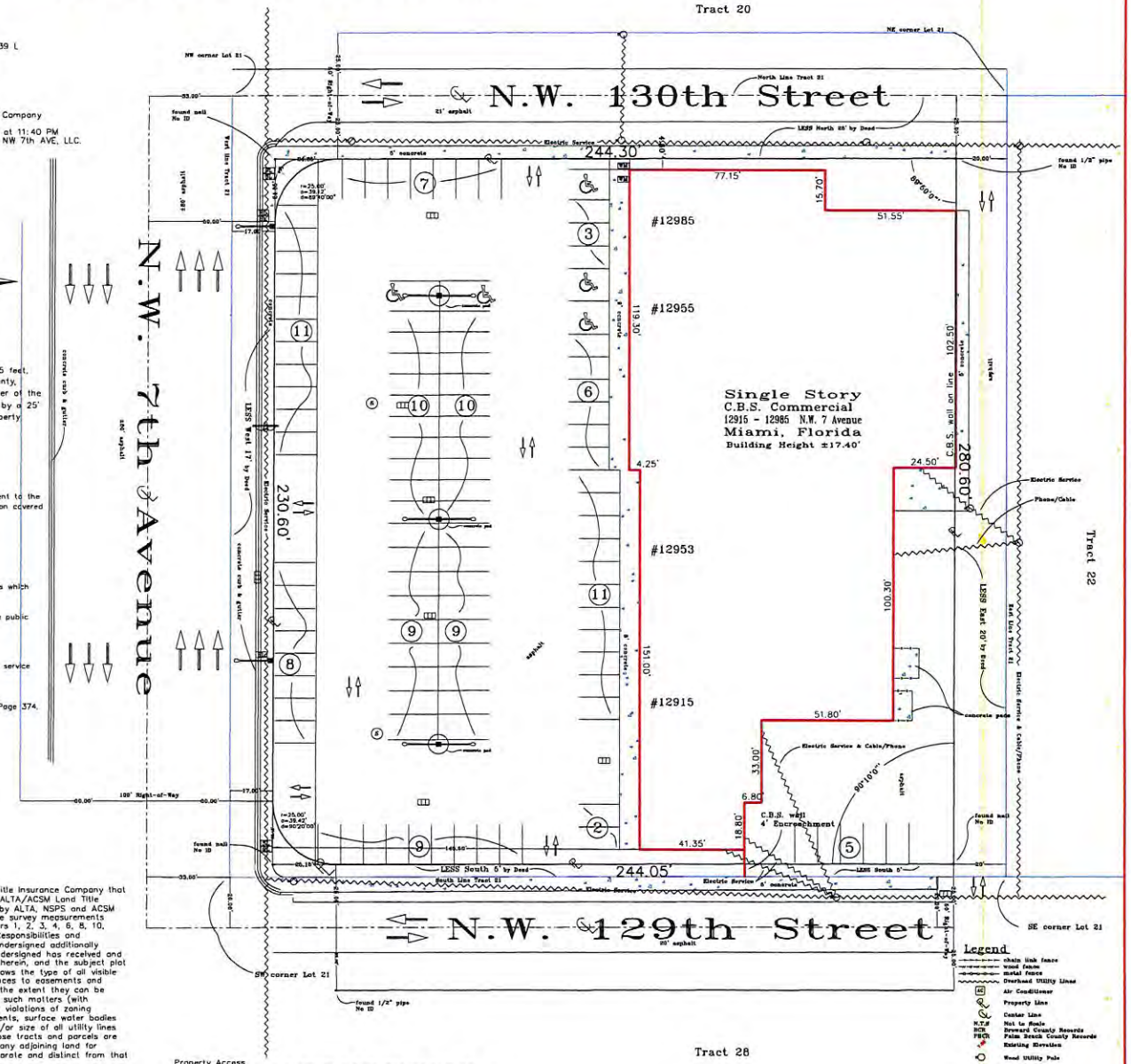
Certified to:
This is to certify to Bank of America, N.A., its successors and/or assigns, Gator 12955 NW 7th AVE, LLC., and Fidelity National Title Insurance Company that this map or plat and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" jointly established and adopted by ALTA, ACSM and NSPS in 2011, and pursuant to the Accuracy Standards as adopted by ALTA, NSPS and ACSM and in effect on the date of this certification. The undersigned hereby certifies that the Positional Uncertainties resulting from the survey measurements made on the survey do not exceed the allowable Positional Tolerance. The undersigned further certifies that optional items numbers 1, 2, 3, 4, 6, 8, 10, 11(b), 14, 15, 16, and if buildings are located on the Land, numbers 7(a), 7(b)(1), 7(b)(2) and 9 from Table A, Optional Survey Responsibilities and Specifications, of the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys are included in this Survey. The undersigned additionally certifies to Lender, Borrower and the Title Insurer that (a) this survey was made on the ground under my supervision; (b) the undersigned has received and examined a copy of the Title Insurance Commitment No. issued by the Title Insurer as well as a copy of each instrument listed therein, and the subject plat tracts and parcels described in this survey is the same land as described in the Title Insurance Commitment; (c) this survey shows the type of all visible buildings, structures, and other improvements and items on the subject plat tracts and parcels and the relation thereof by distances to easements and setback lines; (d) this survey shows the location and dimensions of all matters of record contained in the Title Commitment, to the extent they can be located, and of which the undersigned has been otherwise advised affecting the subject land according to the legal description in such matters (with instrument, book, and page number indicated); (e) with reference to the location of the buildings and improvements there are no violations of zoning ordinances, restrictions or other rules and regulations; (f) except as shown, there are no visible sidewalks, landscaping, improvements, surface water bodies or courses, drainage ditches, uses, discrepancies or conflicts; (h) this survey shows any visible evidence of the location, type and/or size of all utility lines located on the plot and parcels (g) if the subject land consists of two or more tracts or parcels having common boundaries, those tracts and parcels are contiguous along the common boundaries;; (h) except as shown, neither the subject land nor any tract or parcel thereof serves any adjoining land for drainage, utilities, or ingress or egress; and (i) the subject land and each tract or parcel thereof has a tax map designation separate and distinct from that of any other land, and the subject land and each tract or parcel thereof are separate, legally subdivided parcels.
The field work was completed on October 30, 2012.

Date of Plat or Map: 11/25/2012

RICHARD J. MINGUELL LICENSE NUMBER No 6402 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

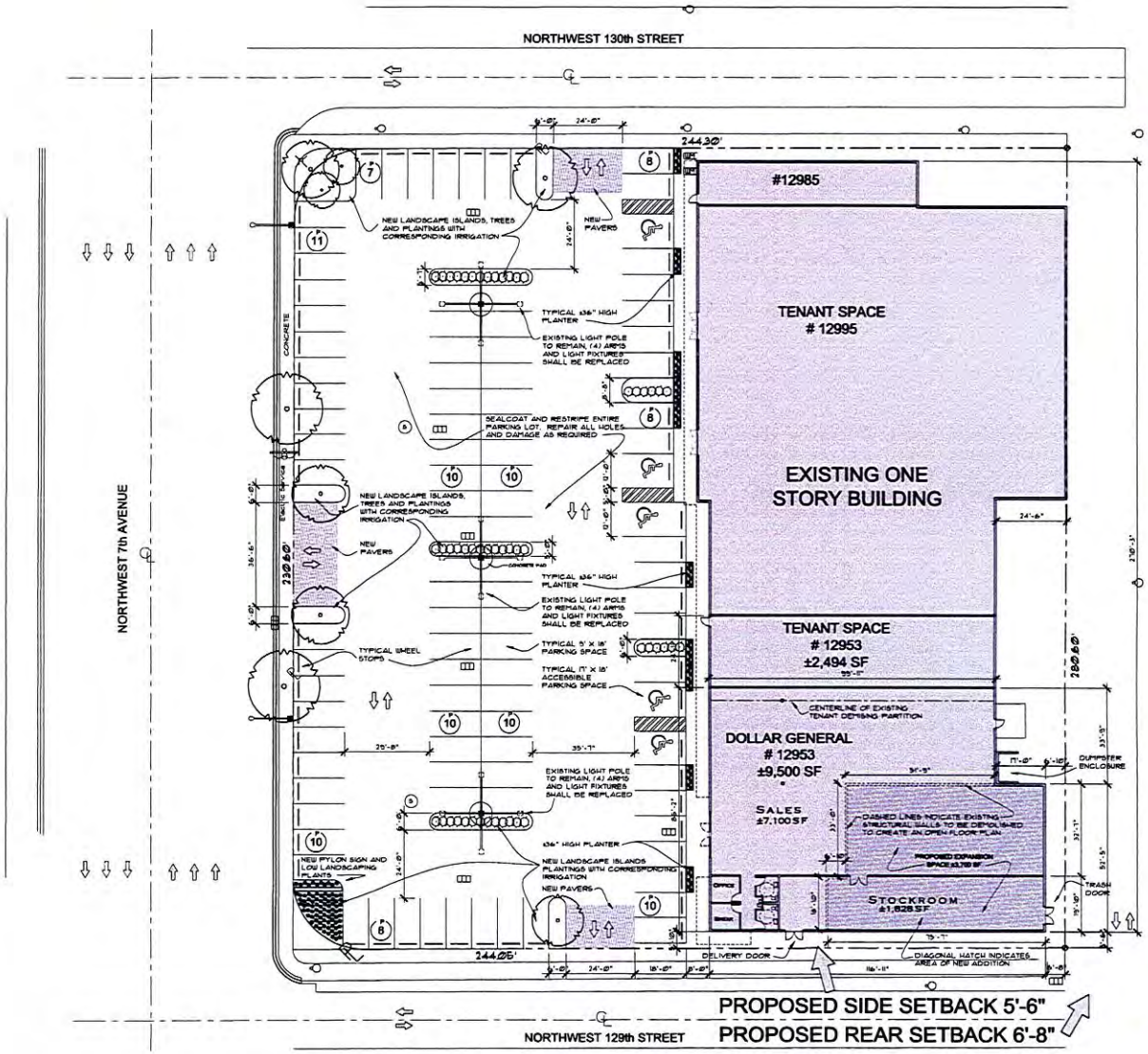
Richard J. Minguell
Registered Land Surveyor & Mapper
No. 6402, State of Florida

R. Minguell, Inc.
Land Surveyors & Planners
L.B.7272
954-298-9035
Fax 954-392-6060
Minguell@bellsouth.net
2541 Montevideo Avenue
Cooper City, Florida 33026



Property Access
- Pedestrian access along sidewalk on North, West and South side.
- Vehicular access from NW 7th Avenue along West side of Property.
- Vehicular access from NW 129 Street & NW 130 Street.

Misc Notes
- There was no observable evidence of earth moving work, building construction, or building additions.
- There was no observable evidence of recent street or sidewalk construction and/or repair at the time of this survey.
- There was no observable evidence of site use as a solid waste dump, sump or sanitary landfill at the time of this survey.
- There was no evidence of cemetery or burial grounds located on property.
- The location of Utilities shown hereon are from observed evidence above ground only.
- The surveyor was not provided with underground plans to determine the location of any subterranean uses.



PARKING CALCULATIONS	
EXISTING GROSS BUILDING AREA:	±26,757 SF
PROPOSED BUILDING EXPANSION:	±3,700 SF
PROPOSED GROSS BUILDING AREA:	±30,457 SF
TOTAL EXISTING PARKING SPACES	55
TOTAL PROPOSED PARKING SPACES	102
TOTAL REQUIRED PARKING SPACES: (1 SPACE / 300 SF. BUILDING AREA)	102

PROPOSED SITE PLAN 'Q'

SCALE: 1" = 20'

1 / SP-1

north

Revisions:
1
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3
4
5

Project Number
130109

LANDLORD IMPROVEMENTS
EXTERIOR RENOVATION AND ADDITION
129TH STREET PLAZA
12915 - 12955 NORTHWEST 7TH AVENUE
NORTH MIAMI, FLORIDA

Project Name

STEPHEN BRASGALLA, ARCHITECT
STATE OF MASSACHUSETTS
REGISTRATION NO. 30058
8901 WEST BROWARD BOULEVARD
SUITE 100
PLANTATION, FLORIDA 33317
TELEPHONE 954.614.3901
TELEFAX 954.306.0800
ARCHITECT @ DESIGN23.NET

129th STREET PLAZA
PROPOSED VERSION 'Q'
12-9-13
(NOT FOR CONSTRUCTION)

Drawn By: CMS	Checked By: STB
Scale: SHOWN	Date: 12-9-13

Project Number
130109

Sheet:
SP-1

$813,126.92 Total Project Cost Breakdown
Renovation & DG Buildout @ Gator 12955 NW 7th Ave, LLC
12955 NW 7th Ave., Miami, FL 33168

Category	Explanation	Amount
COMMERCIAL FAÇADE PROGRAM WORK		
Demo	- Lump sum for demo/disposal/general conditions	$10,000.00
Framing & Carpentry	- Framing/Sheathing/Wall Prep	$17,000.00
EIFS/Stucco	- Smooth coat stucco/EIFS front of building w/ crown molding accent	$49,000.00
Stone	- Stone knee wall feature	$18,000.00
Masonry	- Infill where overhead garage doors & windows are being removed	$15,000.00
Roofing/Coping	- Coping and termination bars	$6,000.00
Painting	- Miscellaneous painting throughout	$5,000.00
Storefront	- New storefront entry and faux glass as shown on plan	$25,000.00
Signage	- New storefront signs for tenants	$20,000.00
Pylon Sign	- New Pylon Sign (including foundation & electrical circuit)	$35,000.00
Awnings	- New Awning as shown in plan	$10,000.00
Exterior Lighting	- Replace existing pole top fixtures	$15,000.00
Subtotal		**$225,000.00**
BEAUTIFICATION WORK		
Parking Lot	- Prep new landscape islands, asphalt patch, sealcoat & stripe P/L	$14,586.92
Brick Pavers	- 1,500sf at entrances x $5/sf = $7,500	$7,500.00
Curbing/Concrete	- New curbing for landscaped islands, sidewalks, & ADA Ramps	$21,420.00
Landscape/Irrigation	- Landscape package and irrigation (if applicable)	$24,950.00
Subtotal		**$68,456.92**
DOLLAR GENERAL BUILDOUT		
New Addition	- 3,700sf addition x $50/sf = $185,000	$185,000.00
Structural Work	- Interior structural work to create open floor plan	$116,000.00
Demo	- 5,800sf @ $4/sf (includes slab & load bearing walls) = $23,200	$23,200.00
Slab	- 9,500sf x $4/sf = $38,000.00	$38,000.00
Framing/Drywall/Doors	- 583lf of interior walls (including doors & hardware) x $90/lf = $52,470.00	$52,470.00
Roof	- $15,000.00 allowance for RTU penetrations + repairs	$15,000.00
M/E/P + Utilities	- New HVAC, Electrical & Plumbing systems	$80,000.00
Fire Alarm	$10,000.00 allowance for alarm panel + devices	$10,000.00
Subtotal		**$519,670.00**
GRAND TOTAL		**$813,126.92**

GATOR

INVESTMENTS

Amount Requested for City Contribution (Cost Breakdown)
Renovation & DG Buildout @ Gator 12955 NW 7th Ave, LLC
12955 NW 7th Ave., Miami, FL 33168

Category	Amount
Façade Renovation	$120,000.00
Storefront Windows	$25,000.00
Signage	$55,000.00
Awnings	$10,000.00
Exterior Lighting	$15,000.00
GRAND TOTAL	**$225,000.00**

Tel: 305.949.9049
Fax: 305.948.6478
1595 N.E. 163rd Street
N. Miami Beach, FL 33162
www.gatorinvestments.com

GATOR

INVESTMENTS

MEMO

To: **Marie Steril**, Councilwoman
City of North Miami
776 NE 125th Street
North Miami, FL 33161
Telephone: 305.895.9815

From: **Dave Miller**, Sr. Project Manager
Gator Investments
1595 NE 163rd Street
North Miami Beach, FL 33162
Telephone: 305.949.9049

Date: 11-13-13

Re: **$225,000.00 to $325,000.00 Beautification Commercial Grant Request**
28% - $40% of $813,126.92 Total Project Cost
Shopping Center Renovation/Beautification & Dollar General Buildout Project
12955 NW 7th Avenue, North Miami, FL

Councilwoman Steril,

The following documents are attached for your review:

- Exhibit A: Project Costs Breakdown & GC Proposals
- Exhibit B: Existing Conditions Rendering, Final Project Plans & New Pylon Sign
- Exhibit C: Estimated Timeline w/ March, 2014 Dollar General Grand Opening
- Exhibit D: Project Flyer highlighting project Benefits
- Exhibit E: Dollar General Lease, Brochure & Company Information
- Exhibit F: Gator Investments Company Brochure

Thank you in advance for your consideration,

Dave Miller
Sr. Project Manager – Gator Investments
305.219.0128 (cell)

Tel: 305.949.9049
Fax: 305.948.6478
1595 N.E. 163rd Street
N. Miami Beach, FL 33162
www.gatorinvestments.com

FBI Construction Service, Inc.

General Contractors

209 Elm Way

Boynton Beach Fl, 33426

CGC1516159

Proposal 101313A **Date**10/13/2013

To complete the following scope of work at:129th St Plaza Renovation

Renovation of entire shopping center including Facade, Site work, and addition/renovation to space for future Dollar General Tenant.

- Site Work

Complete all site work proposed

- Façade Improvements

Complete renovation of existing building Facade per plan

- Pylon Sign

- Building Addition

Complete addition to rear of proposed Dollar General space per plan

- Structural Shell Work

Complete all structural components necessary to complete project per plan

- Dollar General Build-out

Build out interior per plan including. Store front, HVAC, Electric, and all other trades required to complete per plan.

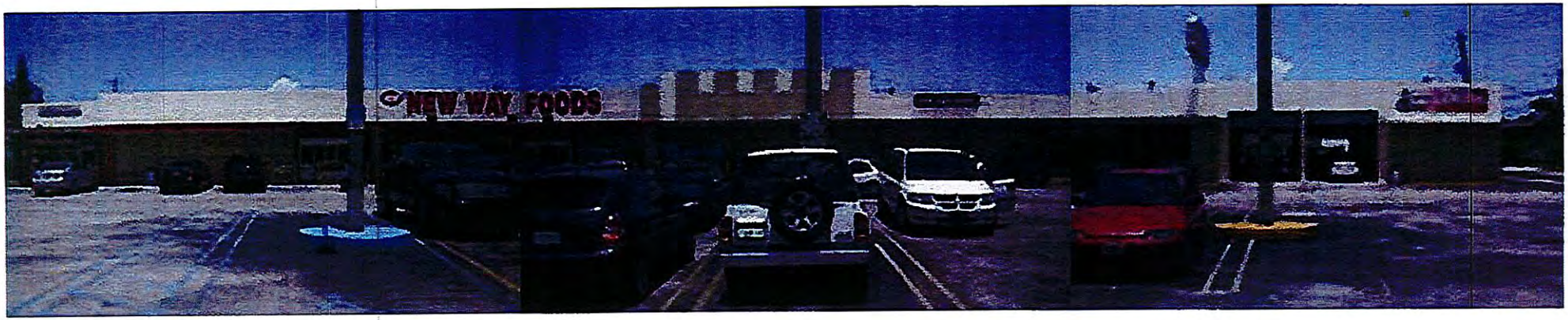
For the Sum of $813,126.92

"EXHIBIT A"

PROJECT COSTS BREAKDOWN & GC PROPOSALS

"EXHIBIT B-1"

EXISTING CONDITIONS


NEW WAY FOODS

"EXHIBIT B-2"

FINAL PROJECT PLANS

NEW WAY FOODS
TENANT
BAKERY
DELI
PHARMACY
DOLLAR GENERAL

GATOR

INVESTMENTS

Amount Requested for City Contribution (Cost Breakdown)
Renovation & DG Buildout @ Gator 12955 NW 7th Ave, LLC
12955 NW 7th Ave., Miami, FL 33168

Category	Amount
Façade Renovation	$120,000.00
Storefront Windows	$25,000.00
Signage	$55,000.00
Awnings	$10,000.00
Exterior Lighting	$15,000.00
GRAND TOTAL	**$225,000.00**

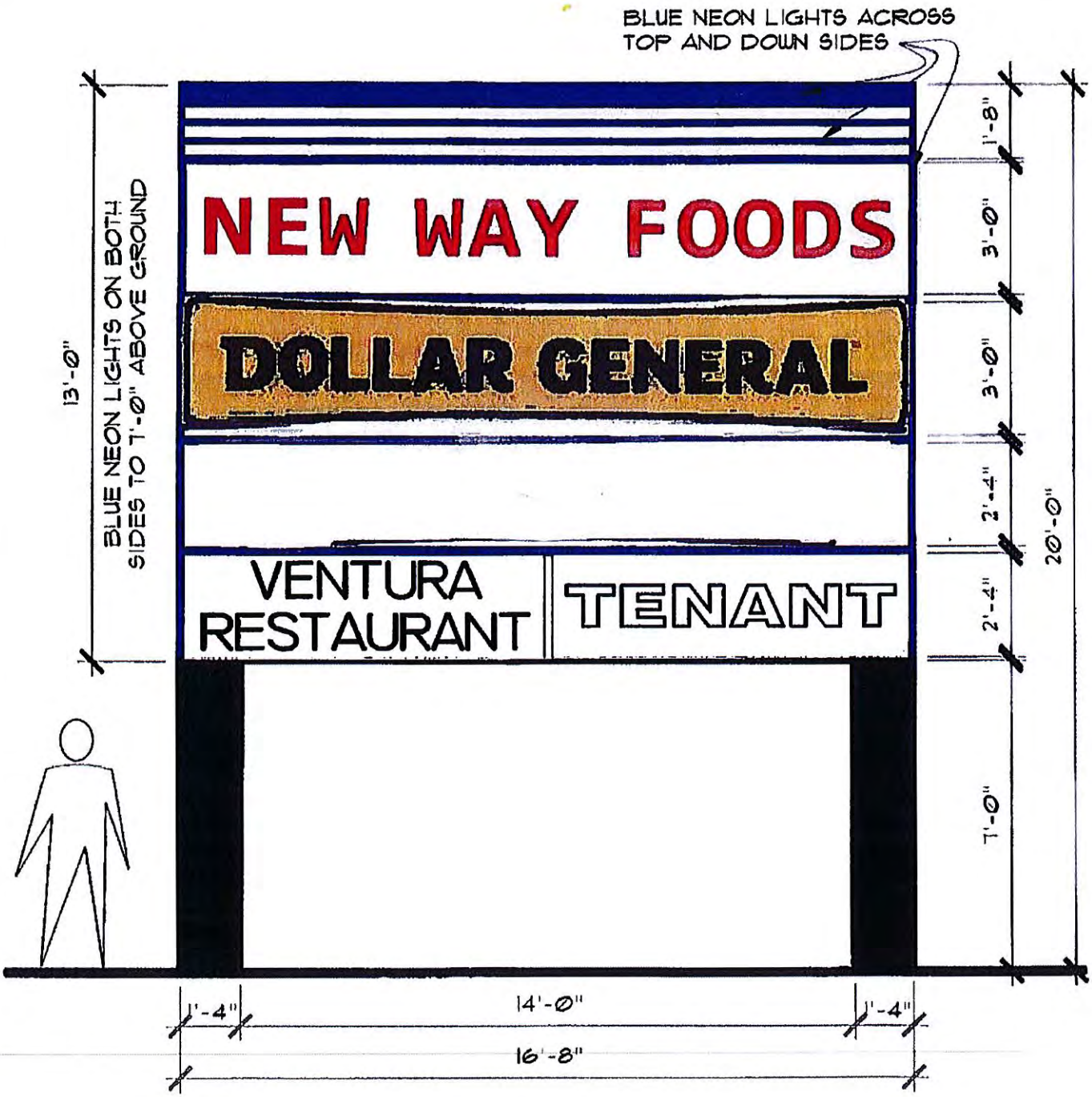
Tel: 305.949.9049
Fax: 305.948.6478
1595 N.E. 163rd Street
N. Miami Beach, FL 33162
www.gatorinvestments.com

SUMMARY OF COST ESTIMATES

FBI Construction Service, Inc.	Total Project Cost	$813,126.92
Gallas Construction Inc.	Total Project Cost	$969,420.00
Shear Construction	Total Project Cost	$1,121,680.00

"EXHIBIT B-3"

NEW PYLON SIGN



12915 - 12985 NORTHWEST 7TH AVENUE
NORTH MIAMI, FLORIDA 33168
PYLON SIGN - VERSION "D"
MAY 29, 2013

"EXHIBIT C"

ESTIMATED TIMELINE

November 26th, 2013: City Commission Approval

December, 2013: Construction Commencement

February, 2014: Target Completion Date

March, 2014: Grand Opening

"EXHIBIT D"

PROJECT FLYER

COMMERCIAL GRANT REQUEST
SHOPPING CENTER RENOVATION & DOLLAR GENERAL BUILDOUT
12955 NW 17TH AVE, NORTH MIAMI, FL 33168

***CHANGES CHARACTER OF NEIGHBORHOOD**

***JUMP START THE 7TH AVE CORRIDOR PROGRAM**

***AFFORDABILITY & CONVENIENCE (QUALITY OF LIFE FOR RESIDENTS)**

***JOB CREATION/HIRE LOCAL CONTRACTORS**

***BETTER USES/UPSCALE RETAILER**

***NEW MODERN LOOK**

***BEAUTIFICATION**

***INCREASED TAX BASE**

***ADA IMPROVEMENTS**

GATOR
INVESTMENTS

"EXHIBIT E"

DOLLAR GENERAL COMPANY INFORMATION

Background >

Mission & Profile of DG

Save Time. Save Money. Every day!

OUR MISSION

In Dollar General, you'll find a company that embraces substance and simplicity. Our mission is to serve others. And, we think our customers are best served when we keep it real and keep it simple.

We build and run convenient-sized stores to deliver everyday low prices on products that our customers use every day. We have successfully done so for many years.

We deliver a smarter, easier shopping solution accessible to more consumers. Our goal is to provide our customers a better life and our employees opportunity and a great working environment.

OUR MODEL

Dollar General stands for convenience, quality brands and low prices. Dollar General's successful prototype makes shopping a truly hassle-free experience. We design small neighborhood stores with carefully edited merchandise assortments to make shopping simpler. We don't carry every brand and size, just the most popular ones.

Dollar General saves you time by staying focused on life's simple necessities: laundry detergent, toilet paper, soap, shampoo, socks and underwear...maybe a gadget or two that you just can't live without. The average Dollar General customer completes her shopping trip in less than 10 minutes.

OUR CULTURE

For people entering the workforce for the first time, Dollar General stores provide an ideal foundation of basic work skills along with competitive wages and benefits. Experienced workers are drawn to the opportunity to grow with one of the fastest-growing retailers in America. Celebrating excellence is a hallmark of Dollar General's culture, whether you work in a store, a distribution center or at the store support center.

OUR COMMUNITY

We promote a spirit of involvement, and we carry Dollar General's mission to serve deep into the communities we call home. Through our charitable outreach, we strive for a real and lasting impact on individuals and their families.

Literacy is the foundation for improving the quality of life for many Americans. Nationwide, more than 40 million adults can't read well enough to fill out a job application or read a book to their children. Inspired by one of the company's founders, who had only a third-grade education, Dollar General today helps thousands of individuals take their first steps toward literacy, a general education diploma or English proficiency.

DOLLAR GENERAL

Investor Relations

Dollar General is the largest discount retailer in the United States by number of stores with over 10,700 neighborhood stores in 40 states. Dollar General helps shoppers Save time. Save money. Every day!(R) by offering quality private and national branded items that are frequently used and replenished, such as food, snacks, health and beauty aids, cleaning supplies, basic apparel, house wares and seasonal items at everyday low prices in convenient neighborhood stores. Dollar General is among the largest retailers of top-quality products made by America's most trusted manufacturers such as Procter & Gamble, Kimberly Clark, Unilever, Kellogg's, General Mills, Nabisco, PepsiCo and Coca-Cola.

Recent Releases

Nov 7, 2013
Dollar General Honors America's Military Heroes with Veterans Day Savings

Nov 4, 2013
Dollar General Announces Key Management Appointments

View all releases »

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LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of the 2nd day of October, 2013 (the "Effective Date"), by and between **GATOR 12955 NW 7TH AVE, LLC,** a Florida limited liability company (the "Landlord") and **DOLGENCORP, LLC,** a Kentucky limited liability company (the "Tenant").

WITNESSETH:

For good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Landlord and Tenant, intending to be legally bound hereby, agree as follows:

ARTICLE I

DEFINITIONS AND FUNDAMENTAL PROVISIONS

In addition to other terms which are defined in subsequent sections of this Lease, the following terms shall have the meanings set forth below when used in this Lease, except as may otherwise be specifically provided. The Rent shall be as set forth below subject to adjustment as provided in the Section cross-referenced therewith.

1.1 Addresses:

Landlord:	Gator 12955 NW 7th, LLC 1595 NE 163rd Street North Miami Beach, Florida 33162 Attn: James A. Goldsmith Phone Number: 305-949-9049 ext. 0
Rent Payments:	Gator 12955 NW 7th, LLC 1595 NE 163rd Street North Miami Beach, Florida 33162 Landlord's Tax ID # 46-1461291
Tenant:	Dolgencorp, LLC 100 Mission Ridge Goodlettsville, Tennessee 37072 Attention: Vice President Lease Administration
In the event of a default a copy of all notices shall be sent to:	Dolgencorp, LLC 100 Mission Ridge Goodlettsville, Tennessee 37072 Attention: General Counsel

or such other address or addresses as a party may designate by written notice to the other party.

1.2 Common Area Costs: The costs attributable to maintaining, repairing, landscaping, painting, and operating the Common Areas of the Shopping Center pursuant to Landlord's obligations in Section 7.2 of this Lease.

1.3 Common Areas: All areas, space, signage, installations, facilities, and equipment provided from time to time by Landlord for the common use and benefit of the tenants of the Shopping Center, their employees, agents, licensees, customers and other invitees, including, by way of example, without limitation, parking areas, exits, entrances, access roads, driveways, sidewalks, retaining walls, loading platforms and ramps, landscaped areas, and pedestrian malls or courts (it being specifically agreed and understood that in no event shall any roof or areas of occupancy located in the Shopping Center be deemed within the purview of the definition of Common Areas).

1.4 **Lease Year:** The Lease Term shall commence upon the Commencement Date (as defined in Section 2.2 below). If the Commencement Date is any day other than the first day of a calendar month, the first Lease Year shall be the period of time from the Commencement Date until the end of the month in which said Commencement Date shall occur plus twelve (12) calendar months. Each Lease Year thereafter shall be a successive period of twelve (12) months, subject to the extension of the final Lease Year of the Lease Term pursuant to Section 2.2 hereof. Rent and all other rent shall be proportionately increased (or decreased) to reflect the number of days by which the first or final lease year exceeds (or is less than) twelve (12) calendar months, as the case may be.

1.5 **Minimum Rent:** Tenant agrees to pay to Landlord, in accordance with the terms and provisions of Article III hereof, as annual Minimum Rent (the "Minimum Rent"), during each Lease Year of the initial ten (10) Lease Year term of this Lease, ONE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($142,500.00) payable in equal monthly installments of ELEVEN THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS ($11,875.00) each.

1.5.1 **Minimum Rent - First Option Period:** During each Lease Year of the first five (5) Lease Year Option Period, if applicable, Tenant agrees to pay to Landlord, in accordance with the terms and provisions of Article III hereof, as annual Minimum Rent, ONE HUNDRED FIFTY-SIX THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS ($156,750.00), payable in equal monthly installments of THIRTEEN THOUSAND SIXTY-TWO AND 50/100 DOLLARS ($13,062.50) each.

1.5.2 **Minimum Rent - Second Option Period:** During each Lease Year of the second five (5) Lease Year Option Period, if applicable, Tenant agrees to pay to Landlord, in accordance with the terms and provisions of Article III hereof, as annual Minimum Rent, ONE HUNDRED SEVENTY-TWO THOUSAND FOUR HUNDRED TWENTY-FIVE AND 00/100 DOLLARS ($172,425.00), payable in equal monthly installments of FOURTEEN THOUSAND THREE HUNDRED SIXTY-EIGHT AND 75/100 DOLLARS ($14,368.75) each.

1.5.3 **Minimum Rent – Third Option Period:** During each Lease Year of the third five (5) Lease Year Option Period, if applicable, Tenant agrees to pay to Landlord, in accordance with the terms and provisions of Article III hereof, as annual Minimum Rent, ONE HUNDRED EIGHTY-NINE THOUSAND SEVEN HUNDRED FIFTEEN AND 00/100 DOLLARS ($189,715.00), payable in equal monthly installments of FIFTEEN THOUSAND EIGHT HUNDRED NINE AND 58/100 DOLLARS ($15,809.58) each.

1.6 **Permitted Use:** Tenant covenants: (i) not to use the Premises for any illegal purpose, nor in such a manner as to violate any applicable and valid law, rule or regulation of any governmental body; (ii) to use the Premises in a careful, safe and proper manner; (iii) not to permit waste thereon; (iv) not to use the Premises for any purpose prohibited in Exhibit "M" of this Lease (the "Prohibited Uses"); (v) not to operate as a supermarket, defined as a business that has more than 5,000 square feet (including aisle space solely dedicated to food sales) of food items on its sales floor, or a grocery store. Otherwise, Tenant may use the Premises for any lawful retail purpose (the "Permitted Use").

Notwithstanding the foregoing, Tenant agrees that it shall not use the Premises for any purpose or use that would violate any of the exclusive use rights granted to other tenants operating in the Shopping Center as of the date hereof. Landlord represents and warrants that such exclusive use rights, if any, are set forth, verbatim, on Exhibit "N" attached hereto (the "Exclusive Uses"). In the event that any action, claim or suit is brought by any party (including, without limitation, any other tenant of the Shopping Center) against Tenant, other than those tenants listed on Exhibit "N", alleging that Tenant's operations in the Premises are in violation of any use exclusive or restriction contained in any Shopping Center lease or other instrument other than a claimed violation of the Exclusive Uses, Landlord agrees to defend (by counsel reasonably satisfactory to Tenant), indemnify, and hold Tenant harmless from any damages, loss or costs (including, without limitation, attorneys' fees and costs) suffered by Tenant thereby, or from the enforcement of said restrictions or exclusive against Tenant. Said indemnification shall be one of first defense and payment, not of reimbursement or surety.

In the event of a breach by Landlord of the representations made in this Section 1.6 or in the event Tenant is prevented from operating for its Permitted Use as provided in this Section 1.6 due to any rights granted by Landlord to another tenant or occupant other than the Exclusive Uses, Tenant shall notify Landlord and if such condition is not corrected within thirty (30) days following Landlord's receipt of such notice, Tenant shall have the right as it sole remedy to terminate this Lease upon thirty (30) days written notice, without releasing Landlord from its indemnity obligations hereunder. This Section 1.6 shall expressly survive any such termination of this Lease.

1.6.1 Tenant's Business Operations: Tenant shall, within three hundred sixty-five (365) days after the Delivery Date, open the Premises for business to the public, fully fixtured, stocked and staffed for at least one (1) full day as a Dollar General ® store. Landlord agrees to assist Tenant in obtaining any permits, licenses and/or approvals necessary for Tenant's Permitted Use and/or business operations from the Premises, at no cost to Landlord. Notwithstanding anything to the contrary contained or implied in this Lease, Tenant, its successors, assigns, or sublessees, shall, after opening for one (1) full day as provided above, be under no obligation whatsoever to continuously occupy or operate any business whatsoever within the Premises, or conduct its business in any particular manner or for any specified numbers of hours per day or week.

1.6.2 Landlord's Limited Right to Recapture Premises: Landlord and Tenant hereby agree that if Tenant ceases business operations within the Premises for any period of ninety (90) or more consecutive days (for a reason other than the repair and reconstruction from casualty, remodeling, condemnation or other reason permitted in this Lease, provided that any closure for remodeling shall be for no more than ninety (90) consecutive days), then Landlord, at its option, at any time prior to re-commencement of business operations in the Premises by Tenant, or Landlord's receipt of a notice of a proposed assignment of the interest of Tenant in and to this Lease or of a proposed subletting of the Premises that will open for business within ninety (90) days after the date of such notice, may terminate this Lease upon thirty (30) days prior written notice to Tenant, in which event, Tenant shall vacate and surrender the Premises in the condition required at the scheduled expiration of the Term and this Lease shall be of no further force or effect, except that the obligations of the parties arising prior to the termination, and the applicable indemnifications contained in this Lease, shall remain in effect. Neither an assignment of the interest of Tenant in and to this Lease, nor a subletting of the Premises, shall be deemed a cessation of business operations which would trigger Landlord's right to terminate under this Section, provided business operations are not ceased for more than one hundred twenty (120) consecutive days.

1.7 Premises: That certain store building to be renovated by Landlord in accordance with the terms and provisions of this Lease, and located in the Shopping Center as shown on Exhibit "B" (the "Site Plan") attached hereto. The address of the Premises is 12995 NW 7th Avenue in North Miami, Miami-Dade County, Florida 33168. Landlord and Tenant acknowledge and agree that, for the purposes of this Lease, the Premises shall be deemed to contain 9,500 total square feet.

1.8 Real Estate Taxes: All real estate taxes and other ad valorem taxes and assessments (special or otherwise) which shall be levied, assessed, or imposed upon the land, buildings or other improvements in the Shopping Center (as hereinafter defined) during the Lease Term. Real Estate Taxes shall specifically exclude: (i) income, profits, intangible, documentary stamp, transfer, franchise, corporate, capital stock, succession, estate, gift or inheritance taxes or taxes substituted for or in lieu of the foregoing exclusions; (ii) any so-called "impact fees", assessments or additional tax or transfer taxes associated with either a change in ownership of the Shopping Center or the further improvement of the Shopping Center (including but not limited to widening of exterior roads, the installation of or hook up to sewer lines, sanitary and storm drainage systems and other utility lines and installations), (iii) gross receipts or revenues of Landlord from the Premises, except that Tenant shall be obligated to pay any sales tax on rents paid by Tenant hereunder or other so-called "rent tax" (such as, by way of example, the Florida sales tax on rent); and (iv) any penalties, late charges or the like attributable to the late payment by Landlord of Real Estate Taxes or Landlord's delay in delivering the Real Estate Tax bill to Tenant for payment.

Real Estate Taxes shall reflect any discount available to Landlord by prompt payment of such tax bill regardless of whether such prompt payment is actually made but only so long as Tenant shall have made its contribution within the applicable discount period. Landlord agrees to use commercially reasonable efforts to cause any new construction in the Shopping Center to be assessed separately from the Premises and/or the existing Shopping Center excluding, however, any renovation to the Shopping Center or Common Areas.

1.9 **Rent:** Rent shall mean Minimum Rent and all other amounts and charges payable by Tenant under any provision of this Lease. Sums other than Minimum Rent whether payable to Landlord or otherwise are designated as "Rent" or "additional rent" hereunder solely for the purpose of enabling Landlord to enforce its rights hereunder. Such sums shall not be deemed Rent for purposes of computing taxes or for governmental regulations thereon.

1.10 **Shopping Center:** That certain shopping center with a gross leaseable area of 34,234 square feet, located on all of the certain tracts or parcels of land shown on the Site Plan, and located at 12995 NW 7th Avenue in North Miami, Miami-Dade County, Florida 33168 as more particularly described on Exhibit "A" attached hereto. The name of the Shopping Center is "129 Street Shopping Center", which name may only be changed upon one hundred twenty (120) days advance written notice to Tenant.

1.11 **Tenant's Percentage Share:** Tenant's Percentage Share will be the percentage obtained by dividing the total gross square footage of the Premises by the gross leaseable area of the buildings erected in the Shopping Center (i.e. the area leased or available for lease or occupied or available for occupancy) as of December 1 of each calendar year of the Lease Term; provided however, for purposes of calculating Tenant's Percentage Share of Real Estate Taxes or Insurance or Common Area Costs (as the case may be), the building area of the Shopping Center shall not include that building area or land associated with any tenant or outparcel owner who is separately assessed or otherwise responsible for its own Real Estate Taxes, or who maintains or insures its own common area and does not in any way share in the use of the Common Area. As of the date hereof, Tenant's Percentage Share is deemed to be, and notwithstanding anything to the contrary in this Section 1.11, shall never exceed twenty-seven and 75/100 percent (27.75%) during the Term of this Lease, subject to the agreement of the parties in cases of casualty, condemnation, or an agreed upon increase in the size of the Premises.

1.12 **Exclusive Use Covenant:** Provided Tenant is open and operating as a general merchandise store (subject to closures for renovations, repairs, condemnation, inventory, training, or casualty for a reasonable time, as permitted under this Lease), Landlord covenants and agrees not to lease, rent or occupy, or allow to be leased, rented or occupied, any part of the Shopping Center, for use as a Family Dollar, Bill's Dollar Store, Fred's, Dollar Tree, Dollar Zone, Ninety-Nine Cents Only, Deals, Dollar Bills, Bonus Dollar, Super Ten, Planet Dollar, Walgreens, CVS, Rite Aid, or any Wal-Mart concept. Tenant acknowledges and agrees that the exclusive granted to Tenant as described herein is limited to the tenants described in the preceding sentence and shall not prevent Landlord from leasing space in the Shopping Center to tenants that sell the same goods and merchandise as Tenant so long as such tenant is not one of the foregoing.

Tenant expressly understands that the immediately preceding paragraph does not apply to the rights of tenants pursuant to presently existing leases shown on Exhibit "O", attached hereto and incorporated herein by reference ("Existing Leases"), or successors, assigns of tenants under and pursuant to Existing Leases or any lease renewals, expansions, extensions or relocations pursuant to Existing Leases, except to the extent that Landlord's approval is required for a change in use and in such event Landlord shall not approve a change in use that would violate Tenant's exclusive use provided in this Section 1.12 unless such refusal would violate applicable law or Landlord would be required to terminate such Existing Lease or if Landlord would violate the terms and provisions of such lease (i.e. Landlord would be unreasonable in not granting its consent). Notwithstanding the foregoing, to the extent permitted under the Existing Lease, Landlord shall not extend, or agree to extend, the term of an Existing Lease if the business of the sublessee under such Existing Lease violates the first paragraph of this Section 1.12 unless they are primarily a supermarket.

This covenant shall run with the land and shall be binding upon Landlord and its affiliates and their respective successors, assigns and successors in title to the Shopping Center during the Lease Term, as may be extended, so long as Tenant is open and operating as a general merchandise store (subject to closures for renovations, repairs, condemnation, inventory, training, or casualty). Landlord acknowledges that in the event of any breach by Landlord of Landlord's covenants in this Section 1.12 Tenant's remedies at law would be inadequate. Therefore, in the event of a breach of Tenant's exclusive use rights, Tenant shall deliver notice of such violation to Landlord, and Tenant shall be entitled to terminate this Lease upon ninety (90) days' notice to Landlord at any time from and after the date Tenant notifies Landlord that such breach occurred, unless such violation is cured within such ninety (90) day period. In the event Tenant has not elected to terminate this Lease, during the period any such violation shall continue after Tenant has notified Landlord of same, Tenant shall pay, in lieu of Tenant's monthly Minimum Rent hereunder, an amount equal to fifty percent (50%) of Tenant's monthly Minimum Rent plus full additional rent under this Lease ("Monthly Substitute Rent"). At any time thereafter for as long as the violation continues, Tenant may elect to terminate this Lease on ninety (90) days' notice to Landlord unless such violation is cured within such ninety (90) day period. However, in the event Tenant has paid Monthly Substitute Rent under this Section 1.12 for one (1) year, Tenant shall either elect to terminate this Lease by giving notice to Landlord on or before the expiration of said one (1) year, or such right to terminate with respect to that specific breach shall be waived and Tenant shall resume paying full Minimum Rent on the first day of the month immediately following said anniversary. In the event Tenant elects to terminate this Lease under this Section 1.12, this Lease shall terminate ninety (90) days after Tenant's notice of termination.

ARTICLE II

DEMISE OF PREMISES AND TERM

2.1 Demise of Premises: Landlord hereby leases to Tenant, and Tenant hereby takes from Landlord, the Premises, together with all rights, privileges, benefits, rights-of-way, tenements, hereditaments and easements now or hereafter appurtenant or belonging thereto.

2.2 Lease Term: Tenant shall have and hold the Premises for a term of ten (10) Lease Years (hereinafter, as extended in accordance with Section 2.3 hereof, being sometimes referred to as the "Lease Term" or "Term") to commence on the earlier of (i) one hundred twenty (120) days after Delivery Date (as defined in Section 4.3), or (ii) the date Tenant opens for business to the public (said earlier date being herein sometimes referred to as the "Commencement Date"). Notwithstanding the foregoing, in no event will the Commencement Date be earlier than the Delivery Date. Additionally, Landlord and Tenant further agree that the final Lease Year of the Lease Term or extensions thereof may be extended, upon prior written notice to Landlord, to conclude on the January 31 next following the natural expiration of the Lease Term (as extended). The parties shall, following the commencement of the Lease Term, execute an amendment, prepared by Tenant in the form attached hereto as Exhibit "E", confirming the Commencement Date and expiration date of the Lease Term. Tenant's right to use and occupy the Premises from the day Tenant accepts possession of the Premises until the day immediately preceding the Commencement Date shall be in accordance with all of the terms and provisions of this Lease except the obligation to pay Minimum Rent or additional rent, which such payments will commence as otherwise set forth herein.

2.3 Options to Extend: Except as provided hereinbelow, provided Tenant is open and operating (subject to closures for renovation, repair, condemnation, inventory, training or casualty) in the Premises and is not in default of its obligations under this Lease following notice and the expiration of any applicable cure period, Tenant shall have the right of extending the Term of this Lease for a total of three (3) successive periods of five (5) Lease Years each (each, an "Option Period", collectively, the "Option Periods"), upon the same terms and conditions as the Initial Term, except as otherwise provided herein. Tenant shall notify Landlord in writing of its intent to extend the Lease Term at least one hundred eighty (180) days prior to the date of commencement of the Option Period, TIME HEREBY BEING MADE OF THE ESSENCE and thereupon the Term of this Lease shall be extended without the requirement of

any further documentation.

ARTICLE III

RENT AND OTHER CHARGES

3.1 Payment of Rent: During the Lease Term, Tenant covenants and agrees to pay to Landlord at the place designated in Section 1.1 hereof or at such other location designated by Landlord by notice to Tenant, without demand, deduction or set-off, or abatement except as otherwise allowed in this Lease, all Rent as defined in Article I hereof. Tenant shall not be liable for relying and acting upon any notice changing the payee and purporting to be signed by or on behalf of Landlord and believed by Tenant in good faith to be genuine.

3.2 Payment of Minimum Rent: On or before the first (1st) day of each and every calendar month following the Commencement Date, Tenant covenants to pay Landlord in advance the monthly installment of Minimum Rent for each such month. If the Commencement Date shall not be the first (1st) day of the month, then the first (1st) month's installment of Minimum Rent shall be prorated accordingly and paid along with the Minimum Rent payable by Tenant to Landlord for the first (1st) full calendar month of the Lease Term.

3.2.1 Late Charge: If any payment of Rent is not received by Landlord within ten (10) days after written notice of delinquency is received by Tenant, Tenant shall be immediately obligated to pay, as Additional Rent, a late charge equal to 1.5% of the amount due, per month, to compensate Landlord for the additional administrative expense and inconvenience occasioned thereby, which late charge shall be due within fifteen (15) days after written demand therefor by Landlord. Notwithstanding anything contained in this Lease to the contrary, the provisions of the preceding sentence shall be in addition to, and not exclusive of, or in lieu of, any other rights and remedies of Landlord herein contained, or as may be provided in law or in equity.

3.3 Utilities: Tenant shall be solely responsible for all utilities required, used or consumed in the Premises, including, but not limited to gas, water, telephone, electricity, sewer service, garbage collection services, or any similar service; it being agreed and understood, however, that Tenant's obligation for the payment of utilities shall commence upon the Delivery Date (as defined in Section 4.3 herein). Landlord shall connect all utilities (except for phone service) in the Premises prior to the Delivery Date (as hereinafter defined). From and after the completion of Landlord's Work and provided that Landlord has complied with the foregoing sentence, Tenant will be responsible, at its sole cost and expense, for any further modifications to the utilities required for Tenant's specific use of the Premises. Tenant will transfer utilities into Tenant's name and will be responsible for the payment of same ten (10) days after Landlord provides Tenant with the account and meter information on Exhibit "G", Utility Information Sheet, attached hereto and made a part hereof, or on the Delivery Date, whichever is the later to occur. In the event any particular utility serving the Premises is not separately metered, Tenant shall pay as additional rent to Landlord (or the utility company, as applicable) its share of the total utility expense based on its usage as evidenced by monthly readings from the sub-meter for the Premises installed by Landlord. In the event it is not practicable to sub-meter the utility without unreasonable cost and it is billed as a lump sum to the Shopping Center (e.g. sewer), Tenant shall pay Tenant's Percentage Share of such utility bill. In the event the municipality or utility provides a breakdown by individual user in such bill, such breakdown will be used to determine Tenant's obligation. It is understood that, in the event Tenant must pay the utility charges to Landlord pursuant to a sub-meter arrangement, the cost to Tenant shall not include charges for administrative fees or other costs incurred by Landlord in providing utility service to the Premises, but rather shall be the same charges as Tenant would have paid directly to the utility company providing the service. Except for the negligence or intentional misconduct of Landlord, its agents, and employees, Landlord shall not be liable for any interruptions or curtailment in utility services whatsoever. Notwithstanding anything to the contrary contained or implied in this Lease, in no event shall Tenant ever be responsible for the cost of any tap-on fees or so-called "impact or reservation fees" associated with the Premises or the Shopping Center, provided, however, that Tenant will apply for service in its own name and pay all deposits associated therewith.

3.4 **Personal Property Taxes:** Tenant shall be responsible for and shall pay before delinquency municipal, county or state taxes, levies and fees, including general or special assessments, assessed during the Lease Term against any personal property of any kind owned by Tenant or placed in, upon or about the Premises by Tenant.

ARTICLE IV

CONSTRUCTION

4.1 **Premises to be Constructed:** Landlord, at its sole cost and expense, shall perform, or cause to be performed, all of the design, permitting and alterations to be installed in the Premises and in accordance with (i) the Scope of Work (the "Scope of Work") (and any documents referenced therein) attached hereto as Exhibit "C", and (ii) the Approved Plans (as hereinafter defined) in a good, workmanlike and lien-free manner, and in accordance with all applicable local, state, and federal health and building codes, regulations, laws and permits (the "Landlord's Work"). Upon accepting possession of the Premises on the Delivery Date (as hereinafter defined), Tenant shall thereafter promptly commence and diligently prosecute and complete any work in the Premises necessary to prepare the Premises for Tenant's store operation (the "Tenant's Work"). All of the Tenant's Work shall be performed in a good, workmanlike and lien free manner, and in accordance with all applicable local, state, and federal health and building codes, regulations, laws and permits. Landlord and Tenant agree, as required, to cooperate promptly to make any and all applications for permits, licenses, and approvals (to include but not be limited to building, communications systems, mechanical, electrical, plumbing, fire permits, licenses and approvals) as may be necessary for the completion of Landlord's Work and the Tenant's Work and to allow Tenant to open for business to the public in the Premises. Tenant shall perform no work in the Premises until Tenant shall have obtained all necessary governmental approvals applicable to such work. Any approval of or consent to any or all of Tenant's criteria, systems, plans, specifications, drawings or Tenant's Work shall neither constitute an assumption of responsibility by Landlord for any aspect of such criteria, systems, plans, specifications, drawings or Tenant's Work including their accuracy or efficiency, nor obligate Landlord in any manner with respect to Tenant's Work, and Tenant shall be solely responsible for any deficiency in design or construction of all portions of Tenant's Work. In performing Tenant's Work, Tenant shall comply with the following requirements:

(i) Tenant shall promptly remove all unused construction materials, equipment shipping containers, packaging, debris and waste from the Shopping Center. Tenant shall contain all construction materials, equipment, fixtures, merchandise, shipping containers and debris within the Premises.

(ii) Tenant shall use commercially reasonable efforts to ensure that Tenant's Work will not create a public nuisance, unreasonably interfere with the operation of the Shopping Center or the use or enjoyment thereof by any other tenant, their employees or invitees, unreasonably interfere with ingress or egress to the Common Areas or unreasonably interfere with or delay the completion of any other construction within the Shopping Center. If the Premises has a back door or other entrance apart from the central public areas of the Shopping Center, all contractors performing Tenant's Work shall use such entrance, unless the use of a different access point is reasonably necessary.

4.2 **Approved Plans:** Landlord shall submit to Tenant for Tenant's approval, which approval shall not be unreasonably withheld, conditioned or delayed, the proposed construction plans, working drawings, and specifications (the "Plans") for the Premises, which Plans shall be based upon and shall incorporate (i) Tenant's Floor Plan for the Premises, and (ii) Tenant's Construction Material List (collectively, "Tenant's Criteria"), which Tenant's Criteria shall be provided to Landlord on or prior to the execution of this Lease. Tenant's approval of such Plans shall not be unreasonably withheld, conditioned or delayed. Landlord acknowledges and agrees that any deviation from Tenant's Criteria, including, without limitation, elevations, floor plan, parking areas, access, receiving areas, HVAC, electrical and plumbing, must be approved by Tenant in writing in advance of Landlord's delivery of the Plans, and any such deviations shall be clearly noted on any copies of the proposed Plans submitted to Tenant for approval. The Plans which have been marked as approved by Tenant are referred to as the

"Approved Plans." In the event of a discrepancy between the Approved Plans and Tenant's Criteria, the Approved Plans shall control.

4.3 **Construction Schedule; Liquidated Damages:** Landlord and Tenant acknowledge and agree Tenant was, among other things, induced into entering this Lease by certain representations made by Landlord as to the timing of delivery of the Premises to Tenant for Tenant to complete Tenant's Work and schedule the opening of its store. Accordingly, Landlord and Tenant deem it imperative that a construction schedule be established which accurately sets forth the timing for completion of Landlord's Work by Landlord and delivery of the Premises to Tenant on **October 1, 2014** (the "Anticipated Delivery Date"). Notwithstanding the foregoing to the contrary, Landlord may deliver the Premises early provided that Landlord has given to Tenant at least thirty (30) days prior written notice of the date on which Landlord expects to deliver the Premises early. The "Delivery Date", as used herein, shall mean the date of Tenant's acceptance of possession of the Premises in substantial accordance with the terms and provisions of Article IV hereof. Landlord shall give Tenant at least fifteen (15) days' prior, written notice of the date on which Landlord will complete Landlord's Work. Landlord and Tenant will schedule the date for an inspection of the Premises within five (5) business days after such notice, and after said inspection has occurred, Tenant shall prepare a list of defects and omissions in the Landlord's Work (the "Punchlist") for Landlord to complete. Landlord shall complete any material Punchlist items that would prohibit Tenant from commencement of Tenant's Work in the Premises prior to the Delivery Date, and in the event Landlord is unable to complete such material Punchlist items prior to the Delivery Date, the Delivery Date will not be deemed to have occurred and the liquidated damages hereinafter set forth shall accrue unless and until all such material Punchlist Items have been completed until such time Tenant is able to commence Tenant's Work in the Premises. All minor Punchlist items shall be completed within thirty (30) days after Landlord's receipt of the Punchlist. If Landlord shall fail to complete all Punchlist items (as reasonably determined by Tenant) within said thirty (30) day period after preparation of the Punchlist, Tenant shall have the right and after providing Landlord with written notice of the issue, to complete the Punchlist on behalf of Landlord, and bill Landlord for same. In the event Landlord fails to reimburse Tenant for such costs within thirty (30) days following receipt of Tenant's bill for request for payment, Tenant may offset such costs against future monthly Minimum Rent owing under this Lease until Tenant is reimbursed in full.

If Landlord fails to complete its construction obligations recited in this Article IV and deliver the Premises to Tenant in the condition required in this Article IV by the Anticipated Delivery Date, subject to completion of any minor Punchlist items, unless such failure to timely deliver the Premises resulted directly from delays caused by Tenant, its agents, servants, or contractors, including Tenant's failure to schedule the inspection described in the preceding paragraph within five (5) business days after Tenant's receipt of Landlord's notice regarding the date that Landlord will complete Landlord's Work (net of delays caused by Landlord) or by force majeure delays as provided in Section 18.7 of this Lease, then, in such event, Landlord shall be deemed in default under this Lease (it being understood that Landlord shall not be allowed additional time to cure such default, notwithstanding the curative period described in Section 14.2 hereof), and Landlord shall be obligated for payment to Tenant as liquidated damages the sum of money equivalent to the daily Minimum Rent for each day after the Anticipated Delivery Date, until the Premises are delivered to Tenant or this Lease is terminated in accordance with Section 4.3.1. Upon commencement of Tenant's payments of Minimum Rent, Tenant shall deduct any liquidated damages due from such Minimum Rent payments until such damages are paid in full, and in no event shall such deduction be deemed a default hereunder.

Landlord specifically acknowledges and agrees that, as it is extremely difficult to accurately calculate Tenant's exact losses and costs resulting from late delivery of the Premises and the subsequent delay in the opening of Tenant's store, the liquidated damages represent a reasonable estimate of the damages that would be caused to Tenant by Landlord's delay in completing and delivering the Premises to Tenant by the Anticipated Delivery Date, and the liquidated damages are not intended to be nor under any circumstances shall be construed as a penalty to Landlord.

4.3.1 **Termination Option:** Notwithstanding anything to the contrary in Section 4.3, in the event Landlord fails to deliver the Premises to Tenant by the Anticipated Delivery Date, if Landlord is subsequently unable to deliver the Premises to Tenant in the condition required in this Article IV within ninety (90) days following the Anticipated Delivery

Date and provided such failure to deliver the Premises did not result directly from delays caused by Tenant, its agents, servants, employees or contractors or reasons of force majeure as provided in Section 18.7, Tenant shall not be required to accept possession of the Premises, and Tenant shall have the right to terminate this Lease (Landlord not having any additional time to cure notwithstanding the cure period provided in Section 14.2 hereof) upon thirty (30) days prior notice and, unless the Premises are delivered within such thirty (30) day period, this Lease shall terminate. Further, should Tenant be unable to obtain all necessary approvals and permits for the installation of Tenant's signage as described in Sections 4.6 and 4.7 below and for the installation of the Communication Dish discussed in Section 18.17 within thirty (30) days after the Effective Date hereof, Tenant may elect within five (5) days thereafter to terminate this Lease by providing written notice of such election to Landlord or such right is waived. Notwithstanding the foregoing, Landlord shall have the right to nullify Tenant's termination due to inability to obtain permits by agreeing to obtain such approvals on Tenant's behalf in a written notice to Tenant delivered within ten (10) days after Landlord's receipt of Tenant's termination notice, in which event, if Landlord does not so obtain said permits within seventy-five (75) days after the Effective Date, this Lease shall terminate on the seventy-fifth (75th) day after the Effective Date. In the event this Lease shall be terminated by Tenant pursuant to this Section 4.3.1, neither party shall have any further obligations hereunder.

Notwithstanding anything to the contrary contained in Section 4.3 or 4.3.1, in the event Landlord is prepared to deliver the Premises to Tenant in the condition required in this Article IV during the Blackout Period (as defined in Section 4.5) and Tenant elects to defer acceptance of possession until after the expiration of such Blackout Period, the liquidated damages and right to terminate provided for above shall not apply to the period from the date that Landlord is prepared to so deliver, through the date that the Blackout Period expires and Tenant shall not be entitled to any liquated damages nor to cancel this Lease within such period.

4.4 Correction of Defects and Omissions: If, within one (1) year following the date of substantial completion of the Landlord's Work any of the work performed by Landlord is found to be not in accordance with the Approved Plans, upon receipt of notice from Tenant, the Landlord shall promptly cause the condition to be corrected. This obligation does not extend to remedy for damage or defect caused by abuse, modifications not executed by Landlord, improper or insufficient maintenance, improper operation or normal wear and tear.

4.5 Acceptance of Premises: Landlord shall deliver exclusive possession of the Premises to Tenant, with Landlord's Work complete (subject only to the completion of any minor Punchlist items) on the Delivery Date, and Tenant shall be required to accept possession thereof when so delivered, subject to the provisions of Section 4.3; provided, however, notwithstanding anything to the contrary contained in this Lease, (i) in no event shall Tenant ever be required to accept possession of the Premises between November 1 and January 1 (the "Blackout Period") and (ii) Tenant shall not be required to accept possession of the Premises prior to the applicable Anticipated Delivery Date set forth herein, but may do so at its option, except as more particularly discussed in Section 4.3 hereof. Landlord and its agents shall have access to the Premises after exclusive possession has been delivered to Tenant for the purpose of correcting defects and omissions in construction so long as Landlord does not unreasonably interfere with Tenant's fixturing activities. The taking of possession of the Premises by Tenant, including early entry to the Premises prior to the Delivery Date upon the mutual agreement of the parties, shall not constitute a waiver of any defects or omissions in the construction of the Premises or any failure of Landlord to perform its obligations hereunder, including the completion of Landlord's Work in accordance with the requirements of this Lease, or any penalties associated therewith.

4.6 Shopping Center Signs: There shall be erected by Landlord in the Shopping Center a freestanding pylon or monument sign on NW 7th Avenue in the area indicated on the Site Plan attached hereto (the "Shopping Center Sign"). Tenant shall be permitted to display its usual and customary sign panel prepared in accordance with its prototypical panel criteria on the Shopping Center Sign and shall be located on the Shopping Center Sign in the position shown on Exhibit "K" attached hereto. Landlord shall maintain, repair and illuminate said Shopping Center Sign during the Lease Term, with the cost of such maintenance, repairs, and illumination being included within the purview of Common Area Costs. Landlord's obligation to erect a new pylon or monument sign pursuant to this Section 4.6 shall be subject to

Landlord obtaining any applicable permits from the City for said sign installation, provided that Landlord shall diligently pursue same. In the event Landlord does not erect the Shopping Center Sign, Tenant shall be permitted to install Tenant's signage on the existing pylon sign serving the Shopping Center in a position reasonably acceptable to Landlord and Tenant.

Throughout the Term, as extended or renewed, Tenant shall be responsible, at its sole cost and expense, for maintaining, repairing and replacing its sign panel on the Shopping Center Sign in good condition (unless such damage is caused by Landlord's willful misconduct or such replacement is necessitated by Landlord's request or the willful misconduct of Landlord's employees, agents, or contractors). Upon the expiration or sooner termination of this Lease, Tenant shall remove Tenant's sign panel from the Shopping Center Sign and repair all damage caused in connection with Tenant's installation or removal thereof.

4.7 Exterior Signage: Subject to Tenant first obtaining all required governmental permits and approvals, Tenant, or Tenant's assignee or sublessee, shall have the right to place and maintain during the Lease Term its usual and customary signs on the exterior of the Premises, provided, however, said signage is at all times professionally produced, high-quality in nature and in keeping with the family-orientation of the Shopping Center. Landlord hereby approves Tenant's exterior signage attached hereto as Exhibit "L". Any future changes to Tenant's exterior signage shall be subject to the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, provided that Tenant shall always be permitted to use Tenant's trade dress signage, specifically including colors, font, and/or logo. Tenant shall maintain such signs in good order and repair in compliance with all applicable governmental rules, regulations or ordinances.

4.8 Alterations to Shopping Center and Outlots: Landlord agrees that the layout of the Shopping Center is currently substantially as is set forth on the Site Plan. Except for the "No-Build Area" (as hereinafter defined) Landlord reserves the right to (a) alter the area of the Shopping Center or the location or size of any building or improvement in the Shopping Center, (b) change the number, location or layout of parking spaces in the Shopping Center, (c) construct any additional buildings or structures in the Common Areas of the Shopping Center or on parcels adjacent to the Common Areas of the Shopping Center, and (d) change the entrances, exits, access roads, and service roads to and from the Shopping Center. Landlord agrees that Landlord shall not make any of the changes set forth in subsection (a) through (d) herein in the No Build Area shown on Exhibit "B" without the prior written consent of Tenant in each instance. Further, Landlord shall not construct or permit (except as may be required by law) the construction of any new permanent buildings in the delivery corridor shown on Exhibit "B" attached hereto which would materially obstruct access to the Premises by delivery trucks.

Notwithstanding the foregoing, Landlord may make the changes set out in (a) through (d) of this Section 4.8 as may be required by emergency or life threatening situation, law or applicable governmental rules, codes, and regulations, in which event Landlord shall reasonably endeavor not to make changes in the No Build Area unless such laws or rules directly require changes to the No Build Area, or changes are necessary to create a uniform look in the Shopping Center. As to any changes required solely to create a uniform look in the Shopping Center, Landlord shall use commercially reasonable efforts to limit such changes to the addition of uniform landscaping islands, site lighting stands, directional signs, concrete curbs, poles for parking lot lights, or sidewalks.

4.9 Rules and Regulations. Landlord shall have the right, from time to time, to: (i) establish, modify and enforce reasonable rules and regulations with respect to the Shopping Center; (ii) enter into, modify and terminate easements, licenses and other agreements pertaining to the use and maintenance of the Common Areas, and any portions thereof and any additions thereto or exclusions therefrom; (iii) temporarily close any or all portions of the Common Areas to such extent as may, in the opinion of Landlord, be necessary to prevent a dedication thereof or to the accrual of any rights by any person or by the public therein; (iv) temporarily close any portions of the Common Areas for necessary repairs or renovations (provided that Landlord shall diligently pursue such repairs and re-open such closed areas within ninety (90) days after the commencement thereof); and (v) do and perform such other acts which relate to, concern or arise out of the Common Areas and improvements thereon as Landlord shall reasonably determine to be advisable or necessary. Tenant shall comply with all rules and

regulations, and amendments thereto, adopted by Landlord from time to time including those set forth in Exhibit "D", provided such rules and regulations are not inconsistent with and do not contradict this Lease. The rules and regulations may differentiate between different types of businesses in the Shopping Center, but shall be non-discriminating in nature. Landlord shall not be responsible to any tenant for any non-observance of such rules or regulations by any other tenant of the Shopping Center. Notwithstanding anything herein to the contrary, such rules or regulations, or easements and agreements regarding the Common Area, (i) shall not materially and adversely (in Tenant's commercially reasonable option) change, burden, or abrogate any of Tenant's rights or obligations under this Lease nor restrict the sale of merchandise that Tenant desires to sell in its store, (ii) shall not amend any specific provision of the Lease, (iii) shall not impose any additional economic consequence, penalty, or payment upon Tenant, and (iv) shall be applicable to Tenant only if Tenant has at least thirty (30) days prior written notice of same. In the event that any rules and regulations imposed by Landlord conflict with any term of this Lease, this Lease shall control. Landlord's rights under this Section shall be subject to the remaining terms of the Lease, specifically including Section 4.8 and Section 7.2 hereof.

ARTICLE V

USE OF PREMISES

5.1 Tenant's Use: Tenant may use the Premises solely for the Permitted Use specified in Article 1, and for no other purpose whatsoever.

5.2 Landlord's Operating Covenants: Landlord covenants and agrees (i) that it will during the Lease Term operate and maintain the Shopping Center in a manner consistent with shopping center practice for similar shopping centers in the area; (ii) that, subject to Existing Leases, no portion of the Shopping Center shall be used for any Prohibited Use; and (iii) no portion of the Shopping Center immediately adjacent to the Premises may be utilized as a restaurant containing more than 2,500 square feet.

5.3 Intentionally deleted.

5.4 Subletting and Assignment: Tenant may sublet or assign the Premises at any time upon prior written notice to Landlord, provided the business which such subtenant or assignee proposes to conduct and actually conducts does not conflict with the use provisions set forth in Section 1.6 of this Lease, or the Exclusive Uses or Prohibited Uses. Tenant shall notify Landlord of its intent to sublet or assign and the nature of the business proposed to be conducted by the subtenant or assignee. In the event Tenant shall assign this Lease as permitted hereunder or shall sublease any portion of the Premises as permitted hereunder, Tenant shall remain liable for performance of each and every term of this Lease to be performed by Tenant hereunder. Notwithstanding the foregoing, Tenant shall have the absolute right, without the prior written consent of, or notice to, Landlord being required, to assign or sublet the Premises to any parent, subsidiary or affiliate company of Tenant, or in connection with any merger, consolidation, sale of all or substantially all of Tenant's assets or stock, or a public or private offering.

ARTICLE VI

REPAIRS AND MAINTENANCE

6.1 Landlord's Repairs: In addition to Landlord's obligations set forth elsewhere in this Lease, Landlord shall, at Landlord's sole cost and expense, maintain in clean condition and good repair the exterior walls (including all patching and painting thereof), foundations, roof, gutters, downspouts, exterior and all structural portions of the Premises and Shopping Center, and all plumbing, electrical, gas, sprinkler and sewage systems located below or within the floor slab of the Premises, inside the walls, above the ceiling or not exclusively serving the Premises. Landlord further covenants, at Landlord's sole cost and expense, to inspect, maintain and repair any fire sprinkler system that *does not exclusively* serve the Premises, including without limitation the performance of flow tests on such systems on a periodic basis, but in no event less frequently than as may be required or recommended by industry standards for a like-kind system. Tenant shall be responsible for the maintenance and

repair of any fire sprinkler system that *exclusively* serves the Premises. Landlord agrees to correct any defects in Landlord's Work arising prior to the first anniversary of the Commencement Date provided Tenant gives notice of such defects to Landlord within thirty (30) days after the first anniversary of the Commencement Date. This time limitation shall not apply to latent defects in Landlord's Work which Tenant could not reasonably have discovered prior to the expiration of such time period. Landlord shall maintain on file warranties and guaranties pertaining to the Landlord's Work and the mechanical systems of the Premises. Thereafter, to the extent assignable, Landlord shall assign to Tenant all applicable warranties and guaranties benefiting Landlord or Tenant in connection with the construction of and systems serving the Premises for which Tenant has a repair obligation hereunder. Notwithstanding the foregoing to the contrary, Tenant shall be obligated to make those repairs which (i) are occasioned by the negligence of Tenant or its employees, agents, servants and contractors; (ii) relate to damage encompassed in the insurance coverage required to be maintained by Tenant pursuant to Section 9.3 hereof (except to the extent that Tenant's insurance coverage overlaps or is secondary to Landlord's primary coverage); or (iii) arise as a direct and proximate result of Tenant's failure to perform Tenant's repair obligations in Section 6.2 below. In making any repairs hereunder, Landlord, to the extent possible, shall not unreasonably interfere with Tenant's normal business operations in the Premises.

6.2 Tenant Repairs: Tenant shall be responsible, at Tenant's cost and expense during the Term of the Lease and for Tenant's use only, for (i) all interior, non-structural repairs to the Premises (including by way of example, but not limitation, the replacement of plate glass and doors in the storefront), and (ii) except as provided hereinbelow, all maintenance, repairs and replacements to the heating, ventilating and air conditioning equipment ("HVAC"). Tenant will maintain, repair and replace the HVAC at its expense; provided, however, if the HVAC is not new as of the Delivery Date, then in the event that a replacement of the HVAC is necessary during any Option Period of this Lease, the replacement cost will be amortized over one hundred twenty (120) months and Tenant shall be responsible for an amount equal to (i) the number of months remaining in the Term (as extended pursuant to the terms hereof) divided by one hundred twenty (120), multiplied by (ii) the cost of the replacement of the HVAC. Recognizing that, at the time of such replacement of the HVAC, Tenant may not have determined if it will exercise any further available Option Period hereunder, Landlord and Tenant agree that each party will pay its share of the replacement costs at the time of replacement based on the months remaining in the current Lease Term (prior to any extension thereof). In the event Tenant later exercises Tenant's option to extend the Lease Term, as set forth in Section 2.3 hereof, Tenant shall, within thirty (30) days after Landlord's written request therefore, reimburse Landlord for the difference between Tenant's payment at the time of reimbursement and the amount Tenant would have paid had the remaining Term included the exercised Option Period. In the event the HVAC is new as of the Delivery Date, the parties agree that the foregoing reimbursement obligation shall not apply.

In the event Landlord fails to pay its share of such replacement costs as determined above, Tenant may offset such share against the Rent payable hereunder.

Notwithstanding the foregoing to the contrary, Landlord shall be obligated to make those repairs (nonstructural or HVAC) which (i) are occasioned by the negligence of Landlord or its employees, agents, servants and contractors; (ii) relate to damage encompassed in the insurance coverage required to be maintained by Landlord pursuant to Section 9.1 hereof (except to the extent that Landlord's insurance coverage overlaps or is secondary to Tenant's primary coverage); or (iii) arise as a direct and proximate result of Landlord's failure to perform Landlord's repair obligations in Section 6.1 above. Tenant shall throughout the Term contract for, in its own name, and shall pay for a licensed and insured service contractor to inspect, adjust, clean and repair the HVAC systems, including changing filters on a quarterly basis.

6.3 Alterations: Subject to local governmental approval, Tenant shall have the right to make from time to time, at its sole cost and expense, interior, non-structural alterations to the Premises without the necessity of first obtaining Landlord's consent; provided, however, such alterations do not affect the structural integrity or diminish the value of the Premises and the same are done in a good and workmanlike manner. Tenant shall not make any structural changes to the Premises without Landlord's prior written consent, said consent not being unreasonably withheld, conditioned or delayed. All such alterations shall be performed: (i)

by licensed and insured contractors and workmen; (ii) in a good and workmanlike manner; and (iii) in accordance with all applicable governmental laws. Upon completion of any alterations, Tenant shall furnish Landlord at no cost with a set of "as-built" plans and specifications, but only if plans and specifications are required by the applicable governmental authority.

6.4 Tenant's Property: Any and all trade fixtures, equipment, signs, appliances, furniture and other personal property of whatever nature or kind installed in or on the Premises at any time (all of the foregoing being collectively referred to in this Lease as "Tenant's Property"), including, without limitation, all merchandise, cash registers or the like, check-out counters, clothing stands, display counters, shelving, lighting and track lighting, panel wall systems and valance accents (to the extent that the same can be removed without irreparable damage to the structure of the Premises) shall not become a part of the realty and may be removed from the Premises by Tenant at any time during the Lease Term or within thirty (30) days after termination thereof (subject to Tenant's repair obligations as stated in Section 15.1 hereof). Landlord hereby waives any and all liens (including, without limitation, any and all statutory and contractual liens), claims, demands, or rights, including, but not limited to, rights of levy, execution, sale and distraint for unpaid rent, or any other right, interest or lien which Landlord has or may hereafter acquire in any of Tenant's Property.

6.5 Tenant Financing: Tenant shall have the right to finance the acquisition and installation of Tenant's Property (by granting a security interest therein or entering into an equipment lease therefor); and in connection therewith, Landlord agrees to execute and to use reasonable efforts to cause the holder of any mortgage covering all or any portion of the Shopping Center to execute and deliver a Landlord's and mortgagee's waiver and all other documentation reasonably required by any landlord or holder of any security interest in and to Tenant's Property. Tenant shall reimburse Landlord as additional rent when billed for all reasonable legal fees incurred in connection with the review and negotiation of any such instrument, not to exceed $500.00.

6.6 Liens: Each party hereto shall promptly pay when due the entire cost of all work done by it to the Premises and shall keep the Premises free of liens for labor or materials. Should mechanics', materialmen's or other liens be filed against the Premises or Shopping Center by reason of the acts of either party hereto, such party shall cause the lien to be canceled and discharged of record by bond or otherwise within thirty (30) days of receiving actual notice of such lien. If any such lien against the Shopping Center or Landlord's interest therein is recorded through Tenant and not discharged by Tenant as above required within thirty (30) days following actual notice of such lien, Landlord shall have the right to remove such lien by bonding or payment and all reasonable costs incurred in connection therewith, including by way of example, but not limitation, reasonable legal fees and costs, shall be paid immediately by Tenant to Landlord within thirty (30) days of invoice therefore together with supporting documentation reasonably acceptable to Tenant. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all loss, claims, actions, damages, liability and expense (including reasonable attorneys' fees and costs at all tribunal levels) arising from any lien recorded against the Shopping Center or against Landlord's interest therein arising from any work performed by Tenant. Tenant has no right or authority to create any mechanics' or materialmen's lien on the Shopping Center or Landlord's interest therein.

6.7 Compliance with Laws. Tenant shall not knowingly cause, permit or suffer the Premises to be used and occupied in an unsafe or hazardous condition (unless such condition was caused by an act or omission of Landlord or Landlord's agents, employees, or contractors, or by Landlord's default of Landlord's obligations hereunder, in which event Landlord shall immediately remedy same) and Tenant hereby warrants that at times throughout the Term hereof Tenant shall use, occupy, and operate the Premises in a clean and proper manner so as not to contravene any governmental laws, or the reasonable requirements of Landlord's or Tenant's insurers, so long as such insurer's requirements do not alter the rights or obligations hereunder nor restrict the sale of merchandise that Tenant desires to sell. Tenant, at its sole cost and expense, shall promptly observe and comply with all present and future laws relating to or affecting the interior and/or non-structural elements of the Premises, any sign of Tenant, or the use and occupancy of the Premises if arising out of Tenant's specific use of the Premises. Notwithstanding the foregoing, Landlord shall, at its own cost and expense (which such costs shall be a part of Common Area Costs), comply with all legal requirements now in force, or

which may hereafter be in force, which affect the portions of the Premises and Shopping Center that Landlord is required by this Lease to maintain and repair. If such compliance requires the making of exterior or structural alterations or repairs, Landlord shall be required to make such alterations or repairs.

ARTICLE VII

COMMON AREAS

7.1 **Use of Common Areas:** Landlord hereby grants to Tenant, its licensees, sublessees, concessionaires, successors and assigns, and its and their employees, agents, licensees and invitees the non-exclusive right to use the Common Areas during the Lease Term continuously and without interruption. In the event that Landlord should designate an employee parking area for all employees of tenants and occupants of the Shopping Center, Landlord shall use reasonable efforts to require all such employees to utilize such designated areas, and from and after receipt of notice of such designated parking area, Tenant shall use its reasonable efforts to cause its employees to utilize such designated employee parking areas. In the event employees of any tenant or occupant of the Shopping Center (other than Tenant) park in the parking field directly in front of the Premises, Landlord shall designate an employee parking area for such tenants in an area beyond said parking field and use reasonable efforts to cause employees to use such area. Furthermore, Landlord agrees that provided Tenant receives all applicable governmental approvals, Tenant may display merchandise and hold sidewalk sales on the sidewalks immediately in front of the Premises, provided that such sales shall be no longer than seven (7) consecutive days and no more than once per month, provided such sidewalk sales will not unreasonably interfere with pedestrian traffic and Tenant will indemnify, defend and hold harmless Landlord and its managing agent for any damages actually incurred by Landlord or its managing agent arising directly out of such sidewalk sales.

7.2 **Maintenance:** Landlord shall maintain or cause to be maintained, in keeping with industry-standard practices for similar shopping centers, the Common Areas in clean condition and good repair, including, but not limited to: (i) maintaining all signs, sidewalks, landscaped areas, and parking areas and access roads in good condition and repair (including re-striping, repairing and re-paving same when commercial reasonableness requires and promptly as required, and removing any ice, snow or rubbish therefrom); (ii) adequately illuminating the parking areas and other Common Areas while Tenant remains open for business and for one (1) hour thereafter; (iii) providing adequate security lighting and fire protection for the Shopping Center as required by applicable code or ordinance; and (iv) keeping the customer parking area of the Shopping Center reasonably free from obstructions including, but not limited to, shopping carts (excluding Tenant's shopping carts), tractor trailer/delivery trucks (which remain parked in the parking area in excess of twelve (12) consecutive hours), kiosks or tenant inventory (garden center or other) placed in the parking area of the Shopping Center (except as may be designated on the Site Plan); it being agreed that Landlord shall obtain Tenant's consent (not to be unreasonably withheld, conditioned or delayed) prior to permitting promotional activities, tent sales, Christmas tree, pumpkin or other seasonal sales or displays in the No Build Area.

7.3 **Tenant's Common Area Contribution:** Tenant shall pay to Landlord on a monthly basis, along with the monthly installment of Minimum Rent payable by Tenant to Landlord, as additional rent, the following fixed amounts as Tenant's sole contribution to Landlord for Common Area Costs (the "CAM Contribution"):

(i) during each Lease Year of the initial Term, the monthly amount of ONE THOUSAND FIVE HUNDRED EIGHTY-THREE AND 33/100 DOLLARS ($1,583.33);

(ii) during each Lease Year of the first (1st) Option Period, if applicable, the monthly amount of ONE THOUSAND SEVEN HUNDRED FORTY-ONE AND 67/100 DOLLARS ($1,741.67);

(iii) during each Lease Year of the second (2nd) Option Period, if

applicable, the monthly amount of ONE THOUSAND NINE HUNDRED FIFTEEN AND 83/100 DOLLARS ($1,915.83);

(iv) during each Lease Year of the third (3rd) Option Period, if applicable, the monthly amount of TWO THOUSAND ONE HUNDRED FIVE AND 83/100 DOLLARS ($2,105.83);

Tenant shall be responsible for no further contribution to Landlord for Common Area Costs other than the CAM Contribution set forth herein.

7.4 **Reciprocal Easement Agreement ("REA"):** In the event that any time following execution hereof Landlord elects to sell or lease any of the outlots or parcels in the Shopping Center (as shown on the Site Plan) or if the Landlord has a right of consent or approval with respect to the sale or lease of outlots or parcels which are otherwise adjacent to or contiguous with the Shopping Center or if Landlord elects to sell or lease any portion of the Common Areas of the Shopping Center, Landlord covenants and agrees to impose (or require the imposition of as a condition of approval) restrictions and easements (the "REA") on the Shopping Center or on the parcel so sold or leased (the "Parcel"), prior to, or simultaneously with, the sale or lease which shall provide, without limitation, for (a) access to the balance of the Shopping Center over the Parcel for Tenant, (b) parking restrictions in connection with the development and operation of the Parcel, which shall require that all parking required in connection with the improvements to be located on the Parcel shall be self-contained and shall not utilize any of the parking designated for Shopping Center use; (c) inclusion of Tenant's exclusive use rights set forth in Section 1.12; and (d) the enforcement of each of the terms and provisions of this Lease insofar as the same are applicable by their terms to the Parcel. With respect to the REA, Landlord covenants and agrees as follows:

(i) Without the prior written consent of Tenant, the REA shall not be terminated, nor amended nor modified in any manner which shall increase the liabilities and obligations of Tenant, or diminish the rights and privileges of Tenant under this Lease;

(ii) Landlord hereby grants, assigns and conveys to Tenant on a non- exclusive basis all of the easement rights and other rights of Landlord contained in the REA, with the same force and effect as if said rights had been granted directly to Tenant; and

(iii) Landlord agrees to use all reasonable efforts to enforce the easement rights and other rights contained in the REA on Tenant's behalf, and if Landlord fails to enforce said rights on Tenant's behalf, within thirty (30) days after written notice thereof from Tenant, Landlord agrees that Tenant shall have the right to enforce said rights under the REA directly in the name of, and on behalf of, Landlord (if so required); Landlord hereby confirming such enforcement rights to Tenant.

ARTICLE VIII

REAL ESTATE TAXES

8.1 **Real Estate Taxes:** From and after the Commencement Date, Tenant shall pay, on an annual basis in arrears, Tenant's Percentage Share of any Real Estate Taxes (as defined in Section 1.8) relating to the Premises. Landlord estimates that Tenant's Percentage Share of Real Estate Taxes in the first Lease Year shall be $15,200.00. Landlord shall furnish Tenant with a copy of any bill for Real Estate Taxes relating to the Premises together with a reasonably detailed statement showing the methodology (including all appropriate figures and supporting documentation) in determining Tenant's Percentage Share thereof. Tenant shall pay to Landlord Tenant's Percentage Share of Real Estate Taxes within thirty (30) days after Tenant's receipt of the applicable Real Estate Tax bill together with Landlord's statement related thereto. Tenant's liability for Real Estate Taxes shall be prorated during the first and last years of the Lease Term, as extended, based on the number of days Tenant occupied the Premises in accordance with this Lease. Tenant shall not be obligated to pay any additional assessment or

penalty associated with Landlord's delinquency in delivering the tax bill to Tenant for payment or paying the Real Estate Tax promptly when due. Tenant shall not be obligated to pay Real Estate Taxes accruing after the Lease is lawfully terminated in accordance with the provisions hereof prior to expiration of the Initial Term of the Lease. In the event Landlord fails to submit any bill for Real Estate Taxes to Tenant within twelve (12) months after the date Landlord pays such taxes, Tenant shall not be obligated to reimburse Landlord.

8.2 Contest; Refunds and Rebates: Either Landlord or Tenant may contest any real estate tax, charge or assessment attributable to the Premises at its expense, and the contesting party shall promptly notify the other party of the contest, and the other party shall fully cooperate with the contesting party in any such proceeding. In such event, should Landlord or Tenant successfully obtain any refund or rebate of any Real Estate Tax or assessment, Tenant shall receive Tenant's Percentage Share of any such Real Estate Tax or assessment refunds or rebates paid to Landlord and attributable to the Premises net of any reasonable expenses incurred by Landlord or Tenant, respectively, in any proceeding to obtain such refunds or rebates.

ARTICLE IX

INSURANCE AND INDEMNIFICATION

9.1 Landlord's Insurance: Landlord agrees to carry commercial general liability insurance, including contractual liability, on the Shopping Center, including the Common Areas, with a combined single limit in an amount sufficient to protect Landlord and Tenant, but in no event will such insurance be in an amount less than $2,000,000 per occurrence for bodily injury and property damage and $5,000,000 in the aggregate. Landlord further agrees to maintain a "special cause of loss" insurance policy (formerly an "all risk" policy) for fire and extended coverage insurance, including coverage for the buildings and improvements within the Shopping Center for at least the full replacement cost thereof (including all HVAC units and all other betterments and improvements in and to the Premises installed by Landlord as provided in this Lease), providing protection against perils included in the standard "special cause of loss" policy of insurance. Such insurance shall also be endorsed to provide that the insurance shall be primary to and not contributory to any similar insurance carried by Tenant, and shall contain a severability of interest and waiver of subrogation clause. Landlord hereby represents that the Shopping Center is not located in zones "A", "B", or "Shaded-X" on the National Flood Insurance Program's Flood Insurance Rate Map. If the Shopping Center is located in zones "A", "B" or "Shaded-X", Landlord shall be required to include flood insurance under Landlord's Property Insurance policy, provided, notwithstanding Section 9.2 to the contrary, Tenant shall only be obligated to reimburse Landlord for flood insurance if the flood designation was disclosed to Tenant prior to Lease execution, or if the Shopping Center was re-classified into one of the above classifications after the date of this Lease. All of Landlord's insurance required hereunder shall contain commercially reasonable deductibles.

Landlord shall furnish to Tenant current certificates of insurance evidencing such insurance upon fifteen (15) days prior written request of Tenant. Landlord shall provide Tenant with a certificate of insurance evidencing such coverage prior to the Delivery Date.

All insurance maintained by Landlord may be carried under a blanket policy provided that such policies comply with the insurance requirements set forth in this Lease and further provided that Tenant's obligation to reimburse Landlord for the third-party premiums therefor, as discussed in Section 9.2 below, shall be limited to the portion thereof attributable solely to the Shopping Center, and such premiums shall be no higher than what Tenant would have been obligated to pay had Landlord covered the Shopping Center in a separate insurance policy at competitive rates.

9.2 Tenant's Insurance Contribution: From and after the Commencement Date, Tenant covenants to pay to Landlord Tenant's Percentage Share of the third-party premiums for insurance required to be maintained by Landlord (specifically excluding any earthquake insurance or administrative or management fees of Landlord) in connection with the Shopping Center as set forth in Section 9.1 of this Lease (herein sometimes referred to as the "Insurance Premiums") for such respective Lease Year of the Lease Term. Tenant's payment of Tenant's Percentage Share of Insurance Premiums shall be made monthly, at the same time as

Minimum Rent is payable hereunder, based on Landlord's reasonable estimate of same. Within one hundred twenty (120) days after the close of each calendar year during the Lease Term, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's Percentage Share of Insurance Premiums for such calendar year, which statement shall be accompanied by copies of the insurance company's invoice pursuant to which Landlord's insurance payments were made and a statement showing calculation of Tenant's Percentage Share thereof. If the total amount paid by Tenant is different than the actual amount owed, there shall be an appropriate adjustment, with payment being made by the applicable party to the other within fifteen (15) days after receipt of the statement. Landlord may provide any refund in the form of a credit against the next installment or installments of Insurance Premiums due from Tenant to Landlord hereunder, or by refund if there is insufficient time remaining in the Term to apply such credit. If at any time the Insurance Premiums increase, Landlord may increase the monthly estimate accordingly to reflect Tenant's Percentage Share of such increase. In the event Landlord fails to submit a bill to Tenant within twelve (12) months after the date Landlord pays such Insurance Premiums, Tenant shall not be obligated to reimburse Landlord for any underpayment thereof. Landlord estimates that Tenant's Percentage Share of Insurance Premiums in the first Lease Year shall be $9,500.00.

9.3 Tenant Insurance: At all times that Tenant occupies the Premises, Tenant shall, at its sole cost, carry and maintain commercial general liability insurance insuring Tenant against claims for injury, wrongful death, or property damage occurring in the Premises with combined minimum policy limits of $2,000,000 per occurrence for bodily injury and property damage. Tenant may provide the insurance herein required in any blanket policy or policies which it carries. Upon fifteen (15) days prior, written request from Landlord, Tenant shall provide Landlord with a photocopy of the certificate of insurance as evidence of such coverage. If (a) Tenant fails to take out or to keep in force any insurance referred to in this Section 9.3 and (b) Tenant does not commence and continue to diligently obtain such insurance within forty-eight (48) hours after receipt of written notice from Landlord to Tenant specifying which insurance required by this Lease that Tenant has failed to obtain, then Landlord has the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost of Tenant and all reasonable outlays by Landlord for such insurance shall be additional rent, owing and payable by Tenant to Landlord within thirty (30) days after Tenant's receipt of Landlord's invoice therefor together with supporting documentation reasonably acceptable to Tenant, without prejudice to any other rights or remedies of Landlord under this Lease.

9.4 Insurance Certificates: All of the insurance policies required pursuant to Sections 9.1 and Section 9.3 shall be written with companies licensed to do business in the State in which the Premises is located and shall provide that the other party hereto shall be given a minimum of thirty (30) days' written notice by any such insurance company prior to the cancellation, termination or alteration of the terms or limits of such coverage. The foregoing insurance policies or certificates thereof shall be delivered to the respective parties prior to the Delivery Date with evidence of all renewals or replacements of same being delivered to the respective parties not less than ten (10) days prior to the expiration date of such policies.

9.5 Mutual Release; Waiver of Subrogation; Mutual Indemnifications: Landlord and Tenant each waive, for themselves and anyone claiming by, through or under either of them, any subrogation rights they have or may have against the other party. Except as otherwise expressly provided herein, Landlord and Tenant each waive, for themselves and anyone claiming by, through or under either of them, any claims against the other party which may arise during the Term hereof with respect to any loss or damage to their property or the property of others which is covered (or required to be covered by the terms hereof, including all self insurance and deductibles) by property or casualty insurance carried by the damaged party. In addition, Landlord and Tenant shall cause each such insurance policy carried by them insuring the Premises or the Shopping Center or the contents thereof, to be written to provide that the insurer waives all rights of recovery by way of subrogation against the other party hereto in connection with any loss or damage covered by the policy.

Landlord and Tenant agree to indemnify and hold the other party harmless from any and all claims, causes of action or judgments which may arise from, on, in or about the Shopping Center and Common Areas (with respect to Landlord) and the Premises (with respect to Tenant) unless and to the extent that such claims, causes of action or judgments arise out of or are caused in

whole or in part by the negligence of the other party or its employees, contractors or agents. The indemnification referenced herein is one of first defense and payment, not of reimbursement or surety, and includes any expenses and attorneys' fees which the indemnified party may incur in defending any such claims. The indemnification herein shall in no way be limited by or to the insurance carried by the indemnifying party, and shall survive the expiration or termination of this Lease. Notwithstanding anything herein to the contrary, neither party shall be liable for any damages caused by work performed by governmental entities.

ARTICLE X

DAMAGE AND DESTRUCTION

10.1 Damage and Destruction to the Premises: If the Premises shall be damaged by fire or other casualty (any of such causes being referred to herein as a "Casualty"), but the Premises shall not be thereby rendered wholly or partially untenantable (i.e. untenantable meaning Tenant is not able to conduct its regular business in the Premises without material interruption or interference), Landlord shall with due diligence remove any resulting debris and, following its receipt of all required permits and approvals, repair/rebuild same to the condition existing immediately prior to the Casualty, and there shall be no abatement of Rent. The parties agree that Landlord's obligation to restore shall be subject to Landlord's lender making the insurance proceeds available for Landlord's use, but only if the interest of the lender is superior to Tenant's interest under this Lease. If, as a result of a Casualty, the Premises shall be rendered wholly untenantable (i.e. Tenant shall not be able to conduct its regular business in the whole of the Premises without interruption or interference), then, Landlord shall, at Landlord's sole cost and expense, with due diligence, remove any resulting debris and, subject to its receipt of all required permits and approvals, repair/rebuild same to the condition existing immediately prior to the Casualty, and all Rent, including Minimum Rent and additional rent and other charges hereby reserved, shall be abated proportionately as to the portion of the Premises rendered untenantable during the period of such untenantability. The parties agree that Landlord's obligation to restore shall be subject to Landlord's lender making the insurance proceeds available for Landlord's use, but only if the interest of the lender is superior to Tenant's interest under this Lease. All prepaid Rent and other charges, if any, paid by Tenant for periods after the date of such damage or destruction shall be refunded and/or prorated based on the portion of the Premises rendered untenantable during the period of untenantability. If Landlord does not commence the repair and restoration work required pursuant to this Section 10.1 within the earlier to occur of: (i) sixty (60) days after the settlement of the insurance claims between Landlord and its insurance company, or (ii) one hundred eighty (180) days after the date of such destruction, or thereafter does not diligently pursue such work to completion, then Tenant shall have the right, at Tenant's option, to either: (i) seek to obtain specific performance of Landlord's repair and restoration obligations pursuant to the laws of the State in which the Premises is located; or (ii) terminate this Lease by thirty (30) days written notice to Landlord, and waive Tenant's rights to damages for Landlord's failure to perform its covenants and obligations under this Section 10.1. The rights granted Tenant in this Section 10.1 shall be in furtherance and not in limitation of any rights Tenant may have pursuant to Section 13.1 hereof.

10.2 Damage and Destruction to the Common Areas or Other Portions of the Shopping Center: If the Common Areas (specifically including truck access or delivery areas or parking areas) or any of the buildings located in the Shopping Center (exclusive of the Premises) shall, either previous to the beginning of the Lease Term or during the Lease Term, be damaged or destroyed, Landlord shall with due diligence remove any resulting debris and, subject to its receipt of all required permits and approvals, repair and/or rebuild the damaged or destroyed Common Areas and other buildings to substantially the same condition which existed on the date immediately preceding the date of the casualty with such changes or modifications thereof as Landlord shall desire provided that such changes or modifications (A) shall not materially or adversely alter the character of the Shopping Center as a commercial Shopping Center, and (B) shall not materially or adversely affect the relative location of the Premises to the other tenants and occupants of the Shopping Center. The parties agree that Landlord's obligation to restore shall be subject to Landlord's lender making the insurance proceeds available for Landlord's use, but only if the interest of the lender is superior to Tenant's interest under this Lease. Until such time as such buildings and the Common Areas are substantially repaired,

rebuilt and put in good and tenantable order, the Minimum Rent, additional rent and other charges hereby reserved, or a fair and just proportion thereof according to the nature and extent of the damage sustained affecting the Premises, shall be abated. If, as a result of a Casualty to the Common Areas, Tenant is unable to reasonably operate its business in the Premises (including, but not limited to any inability to receive deliveries or provide readily accessible parking for customers), and actually ceases all business operations, Minimum Rent and additional rent shall fully be abated during the period of such inability of Tenant to operate its business in the Premises. If greater than thirty (30%) percent of the gross leasable area of the Shopping Center is damaged (excluding the Premises), or, if Landlord does not commence the repair and restoration work required pursuant to this Section 10.2 within the earlier to occur of (a) sixty (60) days after the settlement of the insurance claims between Landlord and its insurance company, or (b) one hundred eighty (180) days after the date of such destruction, or thereafter does not diligently pursue such work to completion, then, in either such event, Tenant shall have the right, at Tenant's option, to either: (i) seek to obtain specific performance of Landlord's repair and restoration obligations pursuant to the laws of the State in which the Premises is located; or (ii) terminate this Lease by thirty (30) days written notice to Landlord, and waive Tenant's right to damages for Landlord's failure to perform its covenants and obligations under this Section 10.2. The rights granted Tenant in this Section 10.2 shall be in furtherance and not in limitation of any rights Tenant may have pursuant to Section 13.1 hereof..

10.2.1 Damage During Last Two Years: Notwithstanding the provisions of Sections 10.1 and Section 10.2 hereof, if during the last two (2) years of the initial term of the Lease, or any renewal thereof, the Premises or the Shopping Center are damaged to the extent of thirty-five percent (35%) or more of the replacement cost (exclusive of the land and foundations), and Tenant has not previously or does not thereafter notify Landlord of its exercise of Tenant's right to extend the Lease Term pursuant to Section 2.3, then this Lease may be terminated at the election of either Landlord or Tenant, provided that notice of such election shall be delivered by the electing party to the other within sixty (60) days after the occurrence of such damage or destruction. Upon the exercise of such option to terminate by either party hereto, this Lease shall be deemed null and void, the parties shall be released from all further liabilities thereafter arising under this Lease, and all Rent and other charges paid by Tenant for periods after the date of termination shall be promptly refunded.

10.3 Termination: In the event of any termination of this Lease as the result of the provisions of this Article X, this Lease shall be deemed null and void, and the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this Lease, except those that would have survived the scheduled expiration of the Term under the terms of this Lease, and all Rent and other pre-paid charges paid by Tenant for periods after the date of termination as provided herein shall be promptly refunded.

ARTICLE XI

EMINENT DOMAIN

11.1 Condemnation: If, after the execution of this Lease and prior to the expiration of the Lease Term, the whole of the Premises shall be taken under power of eminent domain by any public or private authority, or conveyed by Landlord to said authority in lieu of such taking, then this Lease and the term hereof shall cease and terminate as of the date of such taking, subject, however, to the right of Tenant, at its election, to continue to occupy the Premises, subject to the terms and provisions of this Lease, for all or such part, as Tenant may determine, of the period between the date of such taking and the date when possession of the Premises shall have been taken by the taking authority, and any unearned Rent and other charges, if any, paid in advance, shall be promptly refunded to Tenant.

11.2 Termination Right: If, after the execution of this Lease and prior to the expiration of the term hereof, any taking under the power of eminent domain by a public or private authority or any conveyance by Landlord in lieu thereof shall result in:

(i) A reduction of any portion of the Premises or twenty-five (25%) percent or

more of the gross leasable area of the balance of the Shopping Center exclusive of the Premises;

(ii) The reduction of the parking area for the Shopping Center below a parking ratio of that allowed by local ordinance;

(iii) A taking that results in the closing of any entrance or exit to the Shopping Center where no suitable alternative entrances or exits are substituted therefor in the reasonable judgment of Tenant; or

(iv) A taking of either a portion of the Common Areas or the access roads to the Premises or the Shopping Center, which taking materially impedes or materially interferes with access to the Premises;

then Tenant may, at its election, terminate this Lease by giving Landlord notice of the exercise of Tenant's election within thirty (30) days after Tenant shall receive notice of such taking or such right shall be waived with regard to that particular taking. In the event of termination by Tenant under the provisions of this Section, this Lease and the term hereof shall cease and terminate as of the date of such taking, and unearned Rent and other charges, if any, paid in advance by Tenant shall be promptly refunded to Tenant provided however, Tenant, at its election, may continue to occupy the Premises, subject to the terms and provisions of this Lease, for all or such part, as Tenant may determine, of the period between the date of such taking and the date when possession of the Premises shall be taken by the appropriating authority.

11.3 Restoration: In the event of a taking in respect of which Landlord or Tenant shall not have the right to elect to terminate this Lease or, having such right, shall not elect to terminate this Lease, this Lease and the term thereof shall continue in full force and effect and Landlord, at Landlord's sole cost and expense, forthwith shall restore the remaining portions of the Premises, including any and all improvements made theretofore, together with the remaining portions of the parking areas, to an architectural whole in substantially the same condition that the same were in prior to such taking. The parties agree that Landlord's obligation to restore shall be subject to Landlord's lender making the condemnation proceeds available for Landlord's use, but only if the interest of the lender is superior to Tenant's interest under this Lease. A just proportion of the Minimum Rent reserved hereunder and any other charges payable by Tenant hereunder, according to the nature and extent of the injury to the Premises and to Tenant's business operations in the Premises, shall be suspended or abated until the completion of such restoration and thereafter the Rent and any other charges shall be reduced to equitably reflect the effect of such taking on Tenant's business operations in the Premises. Should Landlord fail to promptly commence and diligently proceed to so restore the remaining portions of the Premises, Tenant may at its option exercise any of the rights granted Tenant for failure by Landlord to repair or restore pursuant to Section 10.2 hereof.

11.4 Award: All compensation awarded for any taking, whether for the whole or a portion of the Premises, shall belong to Landlord; provided that Tenant shall be entitled to any award made to Landlord to the extent such award includes the unamortized cost of Tenant's betterments and improvements, moving expenses and the value of Tenant's trade fixtures, and further provided that Tenant may apply for and receive an award for the loss of Tenant's leasehold estate so long as such award in no way diminishes any award to Landlord or to any mortgagee of Landlord with respect to Landlord's remainder. If Landlord's award does not include such expenses, Tenant may pursue its own claim so long as it does not reduce the award to Landlord for the land and buildings.

11.5 Termination: In the event of any termination of this Lease pursuant to the provisions of this Article XI, the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this Lease to the extent they would have otherwise been released at the scheduled expiration of the Term.

ARTICLE XII

SUBORDINATION AND ATTORNMENT

12.1 Subordination: This Lease is automatically subordinate to any mortgage on the Shopping Center existing as of the date hereof. Tenant shall, within twenty (20) days upon the written request of Landlord, subordinate this Lease to the lien of any future mortgage upon the Premises or the Shopping Center, provided that the holder of any such mortgage (the "Mortgagee") shall enter into a written agreement in substantially the form and substance as the agreement attached hereto as Exhibit "I" (the "SNDA"). As used herein, "mortgage" shall include mortgages, deeds of trust, deeds to secure debt or other similar instruments, and any modifications, extensions, renewals and/or replacements thereof.

12.2 Attornment: Should Landlord sell, convey or transfer its interest in the Shopping Center or should any mortgagee of Landlord succeed to Landlord's interest through foreclosure or deed in lieu thereof, then Tenant shall attorn to such succeeding party as its landlord under this Lease promptly upon any such succession, provided that such succeeding party assumes, in a writing acceptable to Tenant in its reasonable judgment, all of Landlord's duties and obligations under this Lease.

12.3 Estoppel Certificates: Upon the reasonable request of Landlord, Tenant agrees to execute and deliver to Landlord, within twenty (20) business days after receipt of such written request, a written instrument in the form of Exhibit "H" attached hereto (the "Estoppel Certificate"). Simultaneous with each request for an Estoppel Certificate, Landlord shall submit payment to Tenant in the amount of $500.00 in consideration of Tenant's administrative costs (including the required due diligence and document preparation time) associated with each such request. In the alternative, Landlord may request that Tenant execute and deliver the Estoppel Certificate within five (5) business days, conditioned upon Landlord's payment to Tenant in the amount of $1,000.00 for each such request and to reimburse Tenant for the administrative costs associated with the expediting same.

ARTICLE XIII

SELF HELP

13.1 Self Help: If Landlord defaults in the performance of any obligation imposed on Landlord by this Lease pertaining to the Premises or to areas reasonably necessary for the use of the Premises, such as access drives, and does not cure such default within thirty (30) days after written notice (unless otherwise specified elsewhere in this Lease) from Tenant specifying the default (or does not within said period commence and diligently proceed to cure such default), Tenant shall provide Landlord with a second notice of such default. If Landlord does not cure such default within five (5) days after the date of the second notice (or does not within said period commence and diligently proceed to cure such default), then Tenant, without waiver of or prejudice to any other right or remedy it may have, shall have the right at any time thereafter to cure such default for the account of Landlord, and Landlord, within thirty (30) days of invoice therefore, shall reimburse Tenant for any reasonable amount paid and any expense or contractual liability so incurred upon invoice; it being agreed that any amounts expended by Tenant on behalf of Landlord and not reimbursed by Landlord as provided above may be setoff by Tenant, with interest equal to the lesser of (i) the maximum rate of interest permitted in the state in which the Premises is located, or (ii) the prime rate from time to time published in the Wall Street Journal (or, if the Wall Street Journal is no longer being published, then another similar financial publication) plus two hundred (200) basis points ("Lease Interest Rate"), against future monthly Minimum Rent owing under this Lease until Tenant is reimbursed in full, and in no event shall such setoff be deemed a default of Tenant under the Lease.

13.2 Emergencies: Notwithstanding the terms and provisions of Section 13.1 hereof, in the event of emergencies, or where necessary to prevent injury to persons or damage to property, either party may cure a default by the other before the expiration of the waiting period but after giving written or oral notice to the other party or as otherwise provided in Section 16.1.

ARTICLE XIV

DEFAULT AND REMEDIES

14.1 Remedies Upon Tenant's Default: In the event Tenant shall at any time be in default in the payment of Rent, or other charges herein required to be paid by Tenant or in the observance or performance of any of the other covenants and agreements required to be performed and observed by Tenant hereunder and any such default shall continue for a period of fifteen (15) days after written notice to Tenant for monetary obligations and thirty (30) days after written notice to Tenant for all other obligations (or if such default is incapable of being cured in a reasonable manner within the respective fifteen (15) or thirty (30) days, then if Tenant has not commenced to cure such default within the respective fifteen (15) or thirty (30) day period or thereafter does not diligently prosecute said cure to completion) and Tenant shall not thereafter cure such default, or should Tenant at any time use the Premises or any portion thereof for any illegal or unlawful purpose, or commit, or permit or tolerate the commission therein of any act made punishable by fine or imprisonment under the laws of the United States or the State in which the Premises is located or utilize the Premises or place on the Premises any objects which would give any fire or casualty insurer the right to cancel such coverage or otherwise endanger the safety of the property and persons thereon, and should such actions continue for a period of ten (10) days after written notice has been given to Tenant, then Landlord shall be entitled at its election, to exercise concurrently or successively, any one or more of the following rights in addition to all remedies otherwise provided in this Lease and otherwise available at law or in equity under the laws of the United States or the State in which the Premises is located (except that no acceleration of Rent or other charges shall ever be permitted hereunder):

(i) to bring suit for the collection of the Rent or other amounts for which Tenant may be in default (it being agreed that no acceleration of Rent or other charges shall ever be permitted hereunder) or for the performance of any other covenant or agreement devolving upon Tenant, all without entering into possession or terminating this Lease;

(ii) to re-enter the Premises with process of law and take possession thereof, without thereby terminating this Lease, and thereupon Landlord may expel all persons and remove all property therefrom, without becoming liable to prosecution therefor, and use commercially reasonable efforts to re-let the Premises and receive the rent therefrom applying such rent first to the payment of the reasonable expenses of such re-entry and the reasonable cost of such re-letting, and then to the payment of the monthly Rent accruing hereunder, the balance, if any, to be paid to Tenant. Tenant shall remain liable for any deficiency after each such monthly application (it being agreed that no acceleration of Rent or other charges shall ever be permitted hereunder). Landlord shall use its commercially reasonable efforts to re-let the Premises (Landlord having the duty and obligation to mitigate damages of Tenant). The commencement and prosecution of any action by Landlord in forcible entry and detainer, ejectment or otherwise, or the appointment of a receiver, or any execution of any decree obtained in any action to recover possession of the Premises, or any re-entry, shall not be construed as an election to terminate this Lease unless Landlord shall, in writing, expressly exercise its election to declare the Lease Term ended and to terminate this Lease, and, unless this Lease be expressly terminated, such re-entry or entry by Landlord, whether taken under summary proceedings or otherwise, shall not be deemed to have absolved or discharged Tenant from any of its obligations and liabilities for the remainder of the initial term of this Lease or any applicable option period;

(iii) to terminate this Lease, re-enter the Premises and take possession thereof. In the event Landlord shall elect to terminate this Lease, as aforesaid, all rights and obligations of Landlord and Tenant, or any permitted successors or assigns, shall cease and terminate, except that Landlord shall have and retain full right to sue for and collect all Rent and other amounts for the payment of which Tenant shall then be in arrears (it being agreed that no acceleration of Rent or other charges shall ever be permitted hereunder) and Tenant shall surrender and deliver up the Premises to Landlord and upon any default by Tenant in so doing, Landlord shall have the right to recover possession by summary proceedings or otherwise and to

apply for the appointment of a receiver and for other ancillary relief in such action, provided Tenant shall have ten (10) days written notice after such application may have been filed and before any hearing thereon, and Landlord shall again have and enjoy the Premises, fully and completely, as if this Lease had never been made. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Landlord's obtaining possession of the Premises by reason of the breach or violation by Tenant of any of the covenants and conditions in this Lease contained.

14.2 Remedies Upon Landlord's Default: In the event that Landlord shall at any time be in default in the observance or performance of any of the covenants and agreements required to be performed and observed by Landlord hereunder and any such default shall continue for a period of thirty (30) days after written notice to Landlord (or if such default is incapable of being cured in a reasonable manner within thirty (30) days, then if Landlord has not commenced to cure such default within said thirty (30) day period or, having commenced thereafter does not diligently prosecute such cure to completion), then Tenant shall be entitled, at its election, to exercise concurrently or successively, any one or more of the following rights, in addition to all remedies otherwise provided in this Lease and otherwise available at law or in equity under the laws of the United States or the State in which the Premises is located:

(i) to bring suit for the collection of any amounts for which Landlord may be in default, or for the performance of any other covenant or agreement devolving upon Landlord, together with all damages to Tenant by reason of any such breach, without terminating this Lease; and/or

(ii) provided the default of Landlord is of a material nature that results in Tenant being unable to reasonably operate for its business in the Premises, terminate this Lease upon thirty (30) days written notice to Landlord without waiving Tenant's rights to damages for Landlord's failure to perform its obligations hereunder. In the event Tenant shall elect to terminate this Lease, as aforesaid, all rights and obligations of Tenant, and of any permitted successors or assigns, shall cease and terminate, except that Tenant shall have and retain full right to sue for and collect all amounts for the payment of which Landlord shall then be in default and all damages to Tenant by reason of any such breach. Notwithstanding the foregoing, if Landlord shall commence to cure the default during such thirty (30) day period after Tenant has delivered written notice to Landlord of its termination of this Lease, Tenant's termination notice shall be deemed void and of no further force and effect and this Lease shall continue in full force and effect provided Landlord does actually cure such default.

14.3 Cumulative Remedies: All remedies of Landlord and Tenant herein created or remedies otherwise existing at law or equity are cumulative (except that no acceleration of Rent or other charges shall ever be permitted hereunder) and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Landlord and Tenant shall deem necessary.

ARTICLE XV

SURRENDER OF PREMISES

15.1 Surrender of Premises: Tenant shall, on or before the last day of the Lease Term, or upon the sooner termination hereof, peaceably and quietly leave, surrender, and yield to Landlord the Premises, together with all alterations, additions, and improvements (other than Tenant's Property) and HVAC in good order, condition and repair, ordinary wear and tear, damage by casualty and taking by condemnation excepted; it being specifically agreed and understood that in no event shall Tenant ever be required to remove any of the alterations, additions or improvements made to the Premises as permitted under the terms and provisions of this Lease. Such Tenant's Property shall be removed by Tenant in accordance with Section 6.4

hereof. Tenant shall repair any damage to the Premises directly resulting from the removal of such Tenant's Property. All Tenant's Property not so removed may, upon notice to Tenant, be removed and disposed of by Landlord without liability or obligation to Tenant.

15.2 Holding Over: In the event of Tenant's continued occupancy of the Premises after the expiration of the Lease Term, or any earlier termination provided or permitted by this Lease, such tenancy shall be a month-to-month tenancy terminable by either party upon thirty (30) days written notice, and such continued occupancy shall not defeat Landlord's right to possession of the Premises. All other covenants, provisions, obligations and conditions of this Lease shall remain in full force and effect during such month-to-month tenancy, except that Minimum Rent shall be paid at the rate of one hundred fifty percent (150%) of the Minimum Rate paid for the last month of the Term prior to such holding over.

Notwithstanding the foregoing, such increased Minimum Rent shall not be due, and Tenant may continue to pay the Minimum Rent payable for the month preceding the expiration of the Lease Term or earlier termination hereof, if the parties are actively, and in good faith, negotiating an extension of this Lease or a new lease for the Premises; provided, however, upon Landlord's written notification to Tenant that Landlord, in its sole discretion, has terminated any such negotiations, then Tenant will be liable for such holdover Minimum Rent beginning in the month following receipt of such notification.

ARTICLE XVI

ACCESS TO PREMISES

16.1 Access and Entry: Landlord or Landlord's agents or designees shall have the right, after at least 24 hours prior telephonic notice to Tenant's manager at the Premises, provided that leaving a message shall not be considered notice hereunder, to enter upon the Premises at any reasonable time during normal business hours to examine the Premises or to make any repairs or maintenance required of Landlord hereunder, provided Landlord shall use its commercially reasonable efforts not to unreasonably interfere with the conduct of Tenant's normal business operations in the Premises. The foregoing notwithstanding, in the event of an emergency situation which Landlord reasonably believes may threaten life or property, Landlord shall only be required to give notice which is reasonable under those exigent circumstances. Landlord shall be allowed to take all materials into and upon the Premises that may be required to make such repairs or maintenance required of Landlord hereunder so long as it does not constitute an eviction of Tenant in whole or in part, provided if Tenant cannot reasonably conduct its business in the Premises as a result of Landlord's actions for greater than forty-eight (48) hours, and actually ceases conducting business, then the Rent shall abate after said forty-eight (48) hour period until Tenant is once again reasonably able to conduct its business in the Premises.

16.2 Tenant Rights: Landlord grants Tenant, its employees and agents, the right to enter the Premises at any time after this Lease has been executed to inspect the progress of Landlord's Work and to determine if the same are being performed in accordance with the requirements of this Lease without being deemed to have taken possession or having obligated itself to pay Minimum Rent and other charges due hereunder after the Commencement Date or any other additional charges and to prepare for Tenant's operation in the Premises; provided, however that Tenant agrees that it shall not unreasonably interfere with Landlord's Work.

ARTICLE XVII

QUIET ENJOYMENT

17.1 Zoning; Building and Use Restrictions: Landlord represents and warrants that: (i) it has fee simple title in and to the Premises and Shopping Center; (ii) it has the right to make this Lease for the entire Lease Term, without obtaining consent from any other person or entity; (iii) to its knowledge, there are no zoning ordinances or building and use restrictions (other than the Exclusive Uses, if any) affecting the Premises or Common Areas that

would interfere with the use of the Premises by Tenant for the purposes permitted in this Lease; and (iv) there are no underlying or superior leases with respect to the Premises, except as stated in this Section 17.1.

17.2 Intentionally Omitted.

17.3 **Quiet Enjoyment:** So long as Tenant shall pay the Rent herein reserved and perform all of the covenants and provisions of this Lease to be performed by Tenant, Tenant shall during the Lease Term freely, peaceably, and quietly enjoy and occupy the full possession of the Premises and the rights herein granted with respect to the Common Areas and the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, without molestation or hindrance by Landlord or anyone lawfully claiming by, through or under Landlord. In the event Tenant's quiet possession of the Premises or the Common Areas shall be disturbed and Tenant prevented from conducting business in the Premises by any person or entity claiming title to the Premises or the Common Areas superior to Landlord's title, (i) the Minimum Rent and other charges due hereunder shall be equitably abated during any such period, and (ii) the running of the Lease Term shall be tolled during such period, and the expiration date of the Lease Term (or Option Period, as applicable) shall be extended for the same number of days as the Lease Term was tolled. If such period shall continue for more than thirty (30) days after notice from Tenant, Tenant shall have the right, in addition to its other remedies at law or in equity, to terminate this Lease, and all of its rights to compensatory damages shall survive such termination.

ARTICLE XVIII

MISCELLANEOUS

18.1 **Notices:** Any notice, approval, request or consent required to be given by, or delivered to, Landlord or Tenant hereunder shall be in writing and mailed by registered or certified mail, return receipt requested or delivered by a nationally recognized overnight courier, addressed to the respective parties at the addresses designated in Section 1.1 hereof or at such other address as may be designated in writing by the parties. All such notices shall be deemed effective upon receipt or rejection. Notices may be given by counsel on behalf of their clients.

18.2 **Successors and Assigns:** All covenants, promises, conditions, representations, and agreements herein contained shall be binding upon, apply, and inure to the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

18.3 **Entire Agreement:** This Lease and the exhibits attached hereto constitute the sole and exclusive agreement between the parties with respect to the Premises. No amendments, modifications of or supplements of this Lease shall be effective unless in writing and executed by both Landlord and Tenant. All exhibits and schedules, if any, attached hereto are by this reference made a part hereof. Landlord and Tenant acknowledge that, in the course of negotiating this Lease, they and their respective attorneys and other representatives have gradually reached preliminary agreement on the several terms set forth in this Lease and that, at all times, Landlord and Tenant have intended that none of such preliminary agreements (either singly or in combination) shall be binding on either party nor serve to evidence or indicate the meaning of any ambiguous or disputed words or terms and/or the intentions of any party, and that they shall be bound to each other only by this single, formal, comprehensive and integrated document. The parties acknowledge that none of the prior oral and written agreements between them (and none of the representations on which either of them has relied) relating to the subject matter of this Lease shall have any force or effect whatever, except as and to the extent that such agreements and representations have been incorporated in this Lease, as executed and delivered. Without limiting the foregoing, neither party shall make any use, direct or indirect, of any such preliminary agreements or preliminary draft instruments reviewed or exchanged in connection therewith, in any litigation, administrative proceeding or inquiry hereafter commenced between or against the parties.

18.4 **Time is of the Essence:** The time of the performance of all of the covenants, conditions, and agreements of this Lease is of the essence of this Agreement; it being

agreed that this provision shall in no event be construed as vitiating any of the cure periods for compliance set forth by virtue of the terms and provisions of this Lease.

18.5 Recording of Lease: This Lease shall not be recorded. A short form or memorandum of this Lease may, at Tenant's option, be prepared by Tenant, at Tenant's expense, and recorded by Tenant, at Tenant's expense.

18.6 Relationship of Parties: Nothing herein shall be construed so as to constitute a joint venture or partnership between Landlord and Tenant.

18.7 Force Majeure: In the event that either party shall be delayed or hindered in, or prevented from, the performance of any work, service, or other act required under this Lease to be performed by such party and such delay or hindrance is due to strikes, lockouts, Acts of God, governmental restrictions, moratorium, enemy act, civil commotion, fire or other casualty, or other causes of a like nature beyond the control of the party so delayed or hindered, then performance of such work, service, or other act shall be excused for the period of such delay and the period for the performance of such work, service, or other act shall be extended for a period equivalent to the period of such delay. In no event shall a lack of financing be deemed an unavoidable delay hereunder. Notwithstanding the foregoing, the occurrence of any such events shall not excuse any obligation to pay Rent or any other charges due under this Lease.

18.8 Governing Law: This Lease shall be construed under the substantive laws of the State and in the courts of the State in which the Premises is located without giving effect to principles of conflicts of laws, except where preempted by Federal Law.

18.9 Partial Invalidity: If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

18.10 Submission of Lease: The submission of this Lease for examination does not constitute an offer to lease, or a reservation of or option for the Premises, and this Lease shall be effective only upon execution and delivery thereof by Landlord and Tenant.

18.11 Interpretation: In interpreting this Lease in its entirety, the printed provisions of this Lease and any additions written or typed thereon shall be given equal weight. Landlord acknowledges that it has read and reviewed this Lease and that it has had the opportunity to confer with counsel in the negotiation of this Lease. Accordingly, this Lease will be construed neither for nor against Landlord or Tenant, by operation of law or otherwise, but will be given a fair and reasonable interpretation in accordance with the meaning of its terms.

18.12 Brokers: Landlord and Tenant hereby warrant and represent that in connection with this Lease that neither have dealt with any broker or other person or entity entitled to any brokerage commission, fee, or other compensation other than Daniel Solomon with Katz & Associates, whose fees shall be paid by Landlord pursuant to a separate agreement. Each party shall indemnify, defend, protect and hold harmless the other, their agents and legal representatives, against any fee, commission, or other compensation due to any person, firm, or corporation claiming to have acted in said party's behalf.

18.13 Survival of Obligations: The provisions of this Lease with respect to any express obligation of Landlord or Tenant to pay any sum or to perform any act required by this Lease after the expiration or other termination of this Lease shall survive the expiration or other termination of this Lease.

18.14 Headings, Captions and References: The Section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Lease as a whole, inclusive of the exhibits, except when noted otherwise. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders and the singular form shall include the plural, or plural shall include the singular, when the context so requires.

18.15 Attorney's Fees: The unsuccessful party in any action or proceeding shall pay for all costs, expenses and reasonable attorney's fees incurred by the prevailing party or its agents or both in enforcing the covenants and agreements of this Lease. The term "prevailing party" as used herein shall include without limitation a party who obtains legal counsel and brings an action against the other party by reason of the other party's breach or default and obtains substantially the relief sought by virtue of a final non-appealable adjudication (or an un-appealed adjudication) on the merits thereof.

18.16 Hazardous Substances:

(i) As used in this Section, "Hazardous Substances" shall mean and include any of the substances, materials, elements or compounds that are contained in the list of hazardous substances adopted by the United States Congress or the Environmental Protection Agency ("EPA") or any substances, materials, elements or compounds affected by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree (collectively, "Environmental Law") now or at any time hereafter in effect, regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, dangerous, restricted or otherwise regulated waste, substance or material. As used in this Section, "Environmental Cleanup Work" shall mean any cleanup, re-mediation, removal, construction, alteration, demolition or installation that is required in connection with Hazardous Substances installed, used, stored, handled or located on the Premises or Shopping Center in order to comply with any Environmental Law.

(ii) Landlord has received no notice of, nor to its knowledge is the Landlord aware of, the existence of any areas in the Shopping Center where any Hazardous Substances have been generated, disposed of, released or found, and the Landlord has no knowledge of the existence of any such areas for the storage or disposal of any Hazardous Substances in the Shopping Center.

(iii) To its knowledge, Landlord is not aware of any storage tanks located in the Shopping Center, either above or below ground, and the Landlord has no knowledge that the Shopping Center was previously used as a landfill or as a dump for garbage or refuse.

(iv) In the event any Hazardous Substances or asbestos shall be discovered on the Premises or the Shopping Center at any time in violation of Environmental Law, and provided such Hazardous Substances or asbestos were not introduced to the Premises or Shopping Center by Tenant, its agents, employees or contractors, then Landlord covenants to have same, at its sole cost and expense, encapsulated, removed, cleaned, maintained and/or monitored in compliance with all Environmental Laws. Landlord shall comply with, and shall pay all costs incurred in complying with, any Environmental Law, including the performance of and payment for any Environmental Cleanup Work and the preparation of any closure or other required plans unless such compliance was necessitated by Hazardous Substances introduced to the Shopping Center by Tenant or Tenant's agents, employees, or contractors in violation of applicable Environmental Law.

(v) Unless occasioned by the actions of Tenant, its agents, employees or contractors, in which event this indemnity will not apply, Landlord shall indemnify, defend, protect and hold harmless Tenant (and anyone claiming by, through, or under Tenant) from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and court costs) actually incurred by Tenant or anybody claiming by, through, or under Tenant as a result of the existence of any Hazardous Substances on the Shopping Center in violation of any Environmental Law or any environmental problems relating to the Shopping Center; it being agreed and understood that this indemnity shall specifically survive the expiration or earlier termination of this Lease.

(vi) Tenant agrees that it will not use any Hazardous Substances in the Premises in violation of any governmental laws, ordinances or restrictions. Tenant shall indemnify, defend, protect and hold harmless Landlord (and anyone claiming by, through, or under Landlord) from and against any and all claims, liabilities, damages, losses, costs, and expenses (including attorneys' fees and court costs) actually incurred by Landlord or anybody claiming by, through, or under Landlord as a result of Tenant's use of any Hazardous Substances in the Premises or on the Shopping Center in violation of any Environmental Law unless said Hazardous Substances or environmental problems existed in the Premises prior to the date of this Lease or were caused by acts of Landlord, its agents, employees or contractors in which event this indemnity shall not apply; it being agreed and understood that this indemnity shall specifically survive the expiration or earlier termination of this Lease.

18.17 Communication Dish: Tenant shall have the right to place communication/satellite dishes on the walls or roof of the Premises (the "Communication Dish") which shall be for Tenant's sole use only. Prior to installation, Tenant shall give Landlord notice of the installation of the Communication Dish. Tenant shall be responsible for the cost of installation, maintenance and removal of the Communication Dish. Tenant may locate the Communication Dish at or relocate the Communication Dish to some other location on or about the Premises for purposes of adequate reception subject to applicable law, codes and regulations, and Landlord and Tenant shall work in good faith to agree on such location. Tenant will ensure that the Communication Dish, and each part of it, will be installed in accordance with all applicable laws and shall repair all damage to the Premises (including but not limited to the roof of the Premises) caused as a result of Tenant's installation, maintenance or removal of the Communication Dish. Tenant shall be responsible for the replacement, repair and maintenance of the Communication Dish during the Term of this Lease at its sole cost and expense, and upon the termination of this Lease shall remove said Communication Dish and repair damage caused solely as a result of such installation or removal. Any roof penetrations caused by Tenant shall not invalidate roof warranties. If required in order to preserve roof warranties, roof penetrations shall be performed by Landlord's contractor at Tenant's reasonable expense.

Tenant's Communication Dish shall be considered Tenant's Property under this Lease. Any damage by fire or any other casualty to the Communication Dish shall be at Tenant's sole risk and expense, and any such damage, whether partial or complete, shall in no way operate to terminate this Lease or affect Tenant's obligations hereunder. No taking or condemnation of the roof or other parts of the Shopping Center used in connection with the Communication Dish shall give rise to any right of Tenant to terminate this Lease, nor shall Tenant share with Landlord in any award or damages with respect thereto, unless the Communication Dish is included in the condemnation or taking. If permitted by the condemning authority, Tenant shall be permitted to remove its Communication Dish prior to the effective date of any such condemnation.

Tenant agrees to obtain all applicable approvals from all applicable governmental authorities in connection with the installation, operation and maintenance of the Communication Dish, and to assume the costs of securing such approvals. Tenant shall use reasonable efforts not to install or operate or permit anyone claiming by, through or under Tenant to install or operate antennae, communications dishes or other equipment on the roof which will interfere with the use or operation (including the reception and transmission of signals to and from the same) of other antennae or communications dishes in the Shopping Center which were installed prior to the date of this Lease.

18.18 No Waiver: The failure of Landlord or Tenant to insist upon the strict performance of any provisions of this Lease, or the failure of Landlord or Tenant to exercise any right, option or remedy contained in this Lease, shall not be construed as a waiver for the future of any such provision, right, option, or remedy or as a waiver of any subsequent breach. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged.

18.19 Radon Disclosure: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons

who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

18.20 Guaranty of Lease: Dollar General Corporation has, simultaneous with the execution of this Lease by Tenant, executed a Guaranty of Lease in the form attached hereto as Exhibit "F". The original Guaranty of Lease shall be delivered by Tenant to Landlord with a fully executed counterpart of this Lease.

18.21 Liability of Landlord. Tenant shall look solely to Landlord's estate and interest in the Shopping Center, the proceeds from the sale thereof, the rentals therefrom, the insurance proceeds related thereto, or condemnation awards related thereto, for the satisfaction of any right of Tenant for the collection of a judgment or other judicial process or arbitration award requiring the payment of money by Landlord, and no other property or assets of Landlord, Landlord's Agents, including all of Landlord's partners, members, incorporators, shareholders, officers, directors, or other principals, disclosed or otherwise, or affiliates, shall be subject to levy, lien, execution, attachment or other enforcement procedure for the satisfaction of Tenant's rights and remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder, or under Law, including Tenant's use and occupancy of the Premises, or any liability of Landlord to Tenant. The limitation of Landlord's liability under this Section 18.19 shall be absolute and without exception, and shall survive the expiration or earlier termination of this Lease.

The term "Landlord" as used in this Lease means only the owner for the time being or the mortgagee in possession for the time being of the Premises. In the event of any sale of the Shopping Center, or in the event the Premises are leased to any person (subject to this Lease), then Landlord shall be freed and relieved of all of the covenants, obligations and liability hereunder first arising after the date of such sale or conveyance.

18.22 Waiver of Jury Trial. LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MIGHT HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LEASE, OR THE TRANSACTION CONTEMPLATED HEREIN. TENANT HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF LANDLORD OR ITS COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LANDLORD WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. LANDLORD AND TENANT ACKNOWLEDGE THAT EACH HAS BEEN INDUCED TO ENTER INTO THIS LEASE BY, INTER ALIA, THE PROVISIONS OF THIS SECTION 18.20.

18.23 Consequential Damages. Notwithstanding anything in this Lease to the contrary, or otherwise, in no event and under no circumstances, shall Landlord or Tenant be responsible or liable, directly or indirectly, wholly or in part, for any indirect, consequential, inferred, presumed, special, incidental, or exemplary, punitive or "stinging," damages, or any of the like, of any kind or nature, no matter how denominated, titled or labeled, whether foreseen or unforeseen, including, without limitation, damages for loss of revenue, loss of profits, loss of opportunity, or loss of customers, clients or goodwill, arising in any manner from or in any way relating to this Lease and/or performance or non-performance, commission or omission, breach or default, hereunder.

18.24 Accord and Satisfaction. No endorsement or statement on a check or letter accompanying any check or payment by Tenant to Landlord, or by Landlord to Tenant, shall be deemed an accord and satisfaction or a release of liability, and each party may accept such check or payment without prejudice to such party's rights to recover the balance of all sums due hereunder, or to pursue any other remedy set forth in this Lease or granted by law or in equity.

18.25 OFAC. Without limiting the general requirements under this Lease for Tenant to comply with applicable laws, to the extent applicable to Tenant and/or its operations, Tenant shall comply with all (i) regulations promulgated by the Office of Foreign Assets

Control, Department of the Treasury which are applicable to Tenant or any occupant of the Premises, (ii) the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., (iii) the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and (iv) the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism.

18.26 Landlord's Contingency:

(i) Notwithstanding anything to the contrary contained herein, but subject to the remainder of this Section, the parties acknowledge and agree that this Lease is subject to and contingent upon Landlord's removal of Moro Tire and Service Corporation from the Premises, and reclaiming approximately 400 square feet from Pink Star Lounge. Within one hundred twenty (120) days following the Effective Date of this Lease, Landlord shall obtain a written agreement with Moro Tire and Service Corporation securing its removal from the Premises and a written agreement from Pink Star Lounge securing the recapture of approximately 400 square feet (the "Existing Tenant Removal Period"). Landlord shall use its commercially reasonable and diligent efforts to obtain such agreements within the Existing Tenant Removal Period. Provided that Landlord has used its commercially reasonable and diligent efforts to obtain such agreements within the Existing Tenant Removal Period, Landlord may terminate this Lease at any time within the Existing Tenant Removal Period for the inability to obtain either the agreement for removal or the agreement for recapture, by delivering written notice of same to Tenant before the expiration of the Existing Tenant Removal Period. In the event Landlord does not terminate this Lease pursuant to this Section, Landlord and Tenant acknowledge and agree that Landlord's termination right under this Section shall be deemed null and void and this Lease shall remain in full force and effect, including, but not limited to, the provisions of Section 4.3 and Section 4.3.1 of this Lease.

(ii) Notwithstanding anything contained herein to the contrary, Landlord shall have one hundred eighty (180) days following the Effective Date of this Lease to obtain the necessary permit and zoning approvals from the City of North Miami and/or Miami-Dade County, as applicable, (collectively, the "Approvals") to develop the Shopping Center (the "City Approval Period"). The parties agree that the Approvals must contain a provision whereby the City of North Miami and/or Miami Dade County or its instrumentality will pay to Landlord the sum of at least Four Hundred Thousand and 00/100 Dollars ($400,000.00) for the renovation of the Shopping Center and improvement of the Premises, including construction of a portion thereof, or the above-stated condition will not be deemed satisfied. Landlord shall use its commercially reasonable and diligent efforts to obtain the Approvals in a timely manner. Provided that Landlord has used its commercially reasonable and diligent efforts to obtain the Approvals, Landlord may terminate this Lease at any time within the City Approval Period for the inability to satisfy the above stated condition by delivering written notice of same to Tenant before the expiration of the City Approval Period. Should Landlord fail to deliver written notice as required above, Landlord's right to terminate this Lease pursuant to this Section shall be deemed null, void and of no further force or effect and this Lease shall remain in full force and effect, including, but not limited to, the provisions of Section 4.3 and Section 4.3.1 of this Lease.

(iii) Tenant may terminate this Lease in the event Landlord fails to satisfy the contingencies described in subparagraphs (i) or (ii) above in the time periods required therein.

18.27 Pink Star Lounge: Landlord agrees that Pink Star Lounge shall no longer be operating in the Shopping Center on or before the Delivery Date. If Pink Star Lounge is still operating in the Shopping Center as of the date that Landlord intends to deliver possession of the Premises to Tenant in accordance with the applicable provisions of this Lease, the parties agree that the Delivery Date will not be deemed to have occurred until Pink Star Lounge is no longer operating in the Shopping Center.

18.28 Schedule of Exhibits: All Exhibits referred to herein and attached to this Lease are incorporated herein by reference.

Exhibit "A"	-	Legal Description of Shopping Center
Exhibit "B"	-	Site Plan
Exhibit "C"	-	Scope of Work
Exhibit "D"	-	Rules and Regulations

Exhibit "E"	-	Lease Commencement Date Agreement
Exhibit "F"	-	Guaranty
Exhibit "G"	-	Utility Information Sheet
Exhibit "H"	-	Estoppel Certificate
Exhibit "I"	-	SNDA
Exhibit "J"	-	Intentionally Omitted
Exhibit "K"	-	Shopping Center Signage
Exhibit "L"	-	Exterior Signage
Exhibit "M"	-	Prohibited Uses
Exhibit "N"	-	Existing Exclusives
Exhibit "O"	-	Existing Leases

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF this Lease has been executed as of the day and year first above written.

LANDLORD:

GATOR 12955 NW 7TH AVE, LLC,
a Florida limited liability company

By:_____
Name: James A. Goldsmith
Its: Manager

Unofficial Witness Signature

Allison J. Smith
Unofficial Witness Print

Unofficial Witness Signature

Sandra Herrera
Unofficial Witness Print

TENANT:

DOLGENCORP, LLC,
a Kentucky limited liability company

By:_____
Name: Rexford B. Martin Jr.
Its: Vice President of Real Estate

Unofficial Witness Signature

Tammi Wright
Unofficial Witness Print

Unofficial Witness Signature

D Micks
Unofficial Witness Print

LANDLORD AS LIMITED LIABILITY COMPANY

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

On this the 6 day of SEPTEMBER, 2013, before me, the undersigned, personally appeared James A. Goldsmith, who acknowledged himself to be the Manager of GATOR 12955 NW 7TH AVE, LLC, a Florida limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

LISHA K. MILLER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD992429
Expires 8/5/2014

TENANT

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

On this the 2nd day of October, 2013, before me, the undersigned officer, personally appeared Rexford B. Martin Jr. Vice President of Real Estate of DOLGENCORP, LLC, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Vice President of Real Estate.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

ANNETTE R. WHITLEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 7, 2014

My Commission Expires: 7.7.14

EXHIBIT "A"

Legal Description of Shopping Center

Lot 21 LESS the East 20 feet, and LESS the West 17 feet for road, and LESS the North 25 feet thereof, and LESS the South 5 feet, NILEARN SUBDIVISION, according to the Plat thereof, recorded in Plat Book 8, Page 35 of the Public Records of Miami-Dade County, Florida, and also less the following parcel: The external area formed by a 25' radius arc at the northwest corner of the remainder of the above described parcel run tangent to the new north and west property lines hereby established, also that external area formed by a 25' radius arc at the southwest corner of the remainder of the above described parcel, run tangent to the new south and west property lines hereby established for the purpose of providing rounded corners.

EXHIBIT "B"

Site Plan

Subject to the terms and provisions of this Lease, this Site Plan is intended solely to depict the approximate location of the Premises within the existing Shopping Center, the No Build Area, and Tenant's delivery corridor. Nothing herein should be construed as a representation as to the quality or quantity of Landlord's title to the Shopping Center and/or its surrounding areas and nothing herein should be construed as a representation as to the tenants in the Shopping Center or the number of or location of parking spaces.

Exhibit "B"

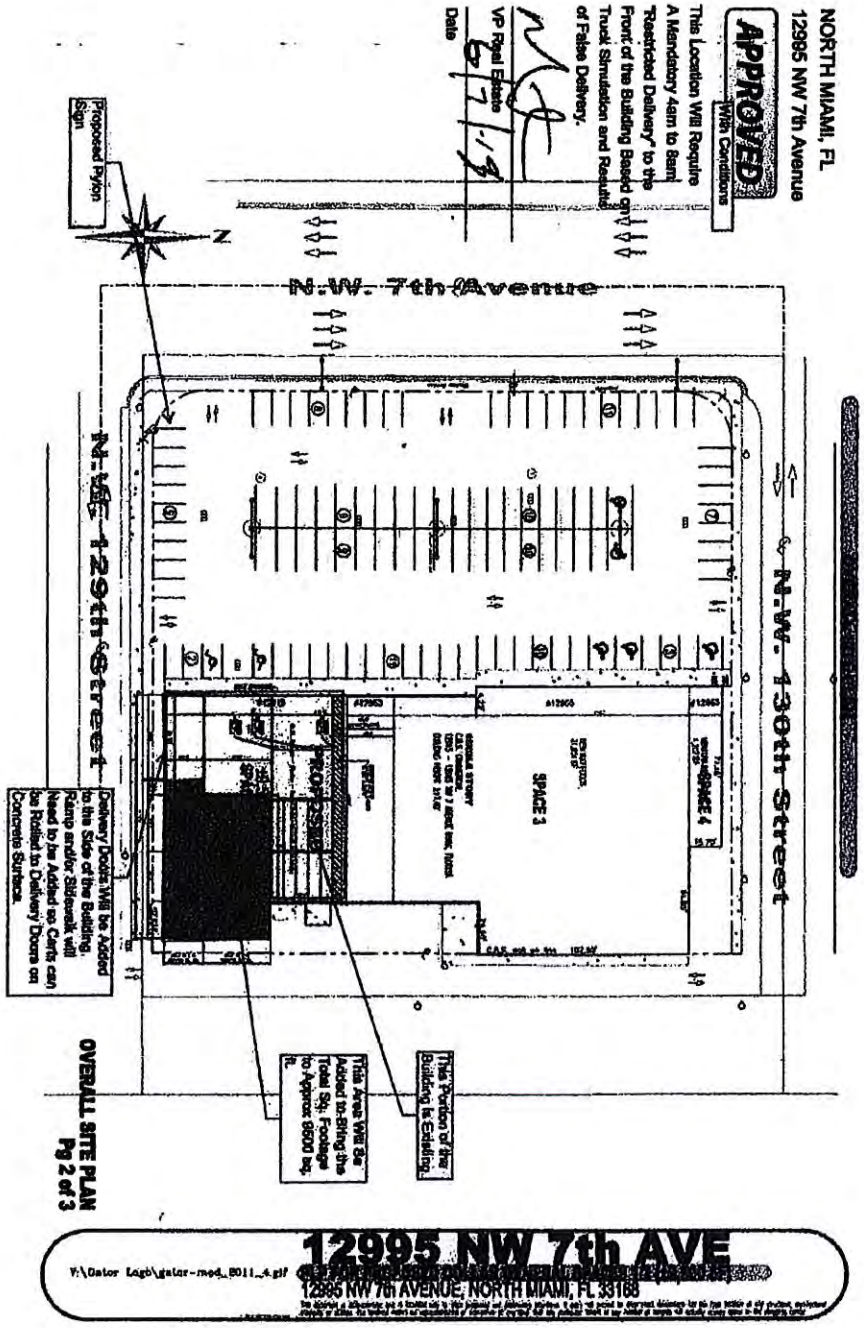
NORTH MIAMI, FL
12995 NW 7th Avenue
APPROVED
With Conditions
This Location Will Require A Mandatory 4am to 8am "Restricted Delivery" to the Front of the Building Based on Truck Simulation and Results of False Delivery.
VP Real Estate
Date
Proposed Pylon Sign
N
N.W. 7th Avenue
N.W. 129th Street
N.W. 130th Street
SPACE 3
SPACE 4
Delivery Dock Will be Added to the Side of the Building. Ramp and/or Sidewalk will Need to be Added so Carts can be Rolled to Delivery Doors on Concrete Surface.
This Area Will Be Added to Bring the Total Sq. Footage to Approx. 9500 Sq. Ft.
This Portion of the Building is Existing.
OVERALL SITE PLAN
Pg 2 of 3
12995 NW 7th AVE
12995 NW 7th AVENUE, NORTH MIAMI, FL 33168

EXHIBIT B

SITE PLAN
(Including No-Build Area)

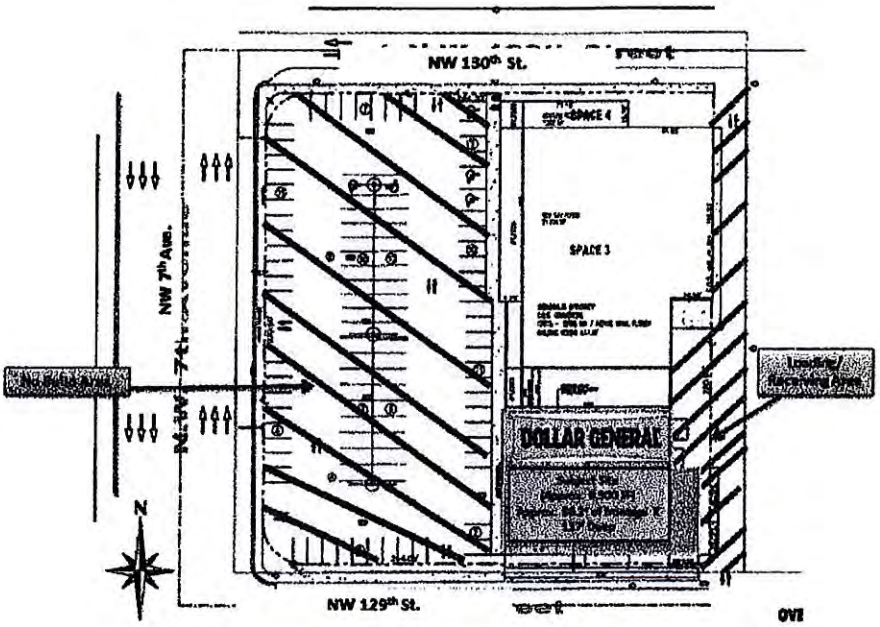

EXHIBIT "C"

Scope of Work

Dollar General Corporation			
CONVENTIONAL SCOPE OF WORK - EXHIBIT C			
Date Prepared: 5-28-13; REV 8-2-13			
Prepared By: G. Kirkpatrick			
13755 NW 7th AVE			
N. Miami, FL			
Landlord	**1**	**1**	**Summary**
Landlord	1	1	Responsible party shall complete, at its own expense, all items listed in this Exhibit, also referred to as the "SOW", as its responsibility and/or as further described in Tenant's criteria plans as attached to this document. All work must meet or exceed specifications contained herein, specifications included in the Tenant's criteria plans and requirements of all applicable local, state, federal codes, ordinances, regulations, and laws, to include, but not limited to building, ADA, health, environmental, etc. All systems, equipment, etc. provided by the Landlord must be totally functional, in good working order and in compliance with all applicable local, state, and federal codes, ordinances, regulations, and laws.
Landlord	1	1	For AutoCAD drawing files of Tenant's criteria plans, contact Tenant's Store Design Department by phone at (615) 855-4763 or by email constructionced@dollargeneral.com
Landlord	**2**	**2**	**Administrative Requirements**
Landlord	2	2	Provide a hazardous materials inspection by a licensed hazardous material company to all areas of the Demised Premises. Complete remediation of hazardous materials if present. Provide inspection to Tenant's Construction Department (constructionreps@dollargeneral.com) no later than three weeks prior to Delivery Date.
Landlord	**3**	**3**	**Quality Requirements**
Landlord	3	3	Demised Premises is to be waterproof including, but not limited to, exterior walls, doors, and windows. Areas of visible penetrations are to be sealed with waterproof, rodent proof material(s). Areas with evidence of water leaks are to be assessed by appropriate tradesmen, repairs made and documentation issued to confirm areas with leaks repaired to Tenant's Construction Department (constructionreps@dollargeneral.com) no later than three weeks prior to Delivery Date.
Landlord	3	3	Sub floor must be a level, uniform, and structurally sound floor throughout entire Demised Premises.
Landlord	3	3	Provide Demised Premises in broom-clean condition; remove and dispose of all trash.
Landlord	**4**	**4**	**Utilities**
Landlord	4	4	Provide utility services dedicated to demised premises (one meter per service), operating and ready for transfer to Tenant. When multiple spaces are combined to create one tenant space, all utilities will be combined to allow one meter for each utility service.
Landlord	**5**	**5**	**Demolition**
Landlord	5	5	Remove and dispose of existing fixtures and equipment including, but not limited to, fixturing, cabinets, refrigeration equipment, compactors and balers.
Landlord	5	5	Remove and dispose of existing light fixtures.
Landlord	5	5	Remove and dispose of all excess gas lines from the surface of all walls, ceilings and floors per all applicable codes.
Landlord	5	5	Remove and dispose of existing floor covering per Tenant's criteria plans (Exhibit C.1 of this document).
Landlord	5	5	Remove and dispose of all excess and exposed electrical wiring from the surface of all walls, ceilings and floors per all applicable codes.
Landlord	5	5	Remove and dispose of existing ceiling grid and tile per Tenant's criteria plans (Exhibit C.1 of this document).
Landlord	5	5	Remove and dispose of existing interior walls per Tenant's criteria plans (Exhibit C.1 of this document).
Landlord	5	5	Cut, cap, and patch all existing floor receptacles and plumbing and gas lines that penetrate the floor.
Landlord	5	5	Remove and dispose of existing plumbing fixtures per Tenant's criteria plans (Exhibit C.1 of this document).
Landlord	5	5	Remove and dispose of existing floor elevations, stages, platforms, stairs, etc per Tenant's criteria plans (Exhibit C.1 of this document).
Landlord	**6**	**6**	**Parking Areas & Drives**
Landlord	6	6	Parking lot to provide water drainage free from water pooling. Correct all elevations where water pools.
Landlord	6	6	Provide parking spaces, properly striped with a minimum of two (2) handicap spaces, properly marked and signed per Tenant's Final Site Plan. Provide additional handicap spaces if required by applicable codes. Refer to Site Plan as attached to Lease for further detail. also subject to Municipal approvals and requirements.
Landlord	6	6	Provide parking lot to be recently sealed, free of trash, debris and vegetation.
Landlord	6	6	Provide and install protection bollards for utility meters and other equipment that are in exposed traffic drive locations.
Landlord	**7**	**7**	**Receiving Area & Docks**
Landlord	7	7	Receiving docks cannot exceed 48" and must be in compliance with all governing codes and laws for structure, handrails and guardrails.
Landlord	7	7	Docks 24"-36" in height require bumper stops.
Landlord	7	7	Docks 36"-48" in height require bumper stops and edge of dock leveler.
Landlord	7	7	Provide and install concrete ramp at receiving door for smooth transition. Ramp to be constructed per ADA codes.
Landlord	**8**	**8**	**Sidewalks**
Landlord	8	8	Patch and repair concrete sidewalk for Demised Premises.
Landlord	8	8	Provide and install new ADA compliant handicap ramp. Ramp shall be constructed in compliance with all applicable codes.

			Dumpster Pad
Landlord			Provide dumpster enclosure or screening fence for Tenant's dumpster pad, only if required by applicable codes. Minimum size to be 12' x 12' and shall be constructed in compliance with all applicable codes.
Landlord			Provide level concrete pad for Tenant's dumpster. Minimum size to be 12' x 12' and shall be constructed in compliance with all applicable codes.
			Exterior Walls
Landlord			Seal all exterior wall penetrations. Seals to be finished to match existing exterior.
Landlord			Frame and finish windows on side and/or rear exterior walls of demised space. All work to be finished to match existing exterior per Tenant's criteria plans (Exhibit C.1 of this document).
Landlord			Repair all exterior wall damage of demised space. All work to be finished to match existing exterior.
Landlord			Remove and infill storefront glass per Tenant's criteria plans (Exhibit C.1 of this document). All infill to match existing interior and exterior walls of demised space.
Landlord			Remove and infill storefront glass per Tenant's criteria plans (Exhibit C.1 of this document). All infill to match existing interior and exterior walls of demised space.
Landlord			Remove existing signs from exterior walls and/or canopy of demised space.
Landlord			Remove graffiti from exterior walls of demised space. Exterior walls to be finished to match existing exterior.
Landlord			Canopy over storefront doors, free of holes, dents, rust, etc., and mounted securely and painted per Tenant's specifications or to match shopping center canopies.
			Interior Walls
Landlord			Frame all interior walls per Tenant's floor plan per Tenant's criteria plans (Exhibit C.1 of this document).
			Roof
Landlord			Provide documentation, including photos, showing completion of the repair or replacement recommendations from the Tenant's Roof survey. Provide to Tenant's Construction department no later than three weeks prior to Landlord Completion Date.
Landlord			*Roof repair and/or replacement requirements per survey*
			Doors
Landlord			Provide and install exterior doors. Doors to be installed per all applicable codes, and per Tenant's criteria plans (Exhibit C.1 of this document).
Landlord			Provide and install new storefront entrance(s) per Tenant's criteria plans (Exhibit C.1 of this document).
			Windows
Landlord			Install new storefront windows per all applicable codes, and per Tenant's criteria plans (Exhibit C.1 of this document).
			Door Hardware
Landlord			Provide and install exterior door hardware per Tenant's criteria plans (Exhibit C.1 of this document).
			Drywall
Landlord			Provide and install gypsum board with ceiling and per Tenant's criteria plans (Exhibit C.1 of this document). Gypsum board to be taped, bedded, sanded and ready for paint. All installation to adhere to all applicable codes.
			Signage
Landlord			Provide and install ADA compliant handicapped signage for all handicap parking stalls. All signage will be compliant with all applicable codes.
			Fire Alarm
Landlord			Provide Fire Alarm System inspection testing, and maintenance to satisfy the requirements of NFPA 72, conform to the equipment manufacturers recommendations, and verify correct operation of the system. All work to be performed by licensed Alarm contractor or Tenant's national account company. Documentation of completed repairs and operation to code per survey recommendation must be submitted to the Tenant's Construction department no later than three weeks prior to Delivery Date. If required by local codes.
Landlord			Coordinate with Licensed Security company for installation of Fire alarms if required by local codes
Landlord			Provide and install fire alarm system if required by local codes
Landlord			Provide and install fire monitoring system if required by local codes
Landlord			Provide and install Knox Box if required by local codes
			Sprinkler
Landlord			Provide Fire Sprinkler System inspection testing, and maintenance to satisfy the requirements of NFPA 72 and all other municipality requirments, verify correct operation of the system. Provide Fire Sprinkler System inspection performed by licensed Alarm contractor or Tenant's national account company. Documentation of completed repairs and operation to code per survey recommendation must be submitted to the Tenant's Construction department to constructionrepe@dollargeneral.com or uploaded to web address provided by Tenant no later than three weeks prior to Delivery Date. If required by local codes.
Landlord			Adjust sprinkler heads to ceiling height if required by local codes.
Landlord			Replace sprinkler heads to meet code if required by local codes.
Landlord			Provide and install additional sprinkler heads if required by local codes.
			Water & Sewer Lines
Landlord			Provide and install dedicated sewer line to demised space (one meter per service). Operating and ready for transfer to Tenant.

Landlord			Provide and install dedicated domestic water service to demised space (one meter per service). Operating and ready for transfer to Tenant.
Landlord			Cap excess water and sewer lines.
Landlord			Gas Lines
Landlord			Cap excess gas lines.
Landlord			HVAC
Landlord			Provide documentation, including photos, showing completion of HVAC replacement. Provide to Tenant's Construction department no later than three weeks prior to Delivery Date.
Landlord			*HVAC replacement requirements of one ton per every 350 sq. ft.*
Landlord			Wiring
Landlord			Provide and/or install minimum 400 amp/three phase or 600 amp/single phase electrical service including panels.
Landlord			One metered service, complete to the Demised Premises and operational (permanent service established with account ready for transfer to Tenant)
Landlord			Locate electrical panels (including main, subs, and all switchgear) to receiving area.
Landlord			Provide and install conduit from panel, through building, and underground to pylon sign location, as specified on Tenant's criteria plans (Exhibit C.1 of this document). Stub up conduit 1' above grade at pylon location, cap, and mark with 36" high stake.
Landlord			Exterior Lighting
Landlord			Provide Site lighting to generate a minimum two foot candle reading around the storefront entry, Tenant's parking and receiving/dumpster areas.

APPROVED CRITERIA PLANS

FOR A PROPOSED DOLLAR GENERAL IN

NORTH MIAMI

FLORIDA

12995 NW 7TH AVE.

"EXHIBIT C.1"

THESE PLANS ARE NOT TO BE USED FOR CONSTRUCTION. ALL PLANS MUST MEET ALL FEDERAL, STATE, LOCAL, NFPA, ADA, AND SBC BUILDING CODE.

	SHEET #	DRAWING CONTENTS
ARCH.	T1	TITLE SHEET
	A0	DEMOLITION PLAN
	A1	FLOOR PLAN
	A2	EXISTING ELEVATIONS
	A3	PROPOSED ELEVATIONS
	A4	SCHEDULES
	A4.1	FINISH SCHEDULE
	A5	DETAILS
	A6	DETAILS
	A7	OFFICE INT. ELEVATIONS
	F1	FIELDS, FIXTURE PLAN
ELEC.	E1	ELECTRICAL PLAN
	E2	LIGHTING PLAN
	E3	ELECTRICAL OPTIONS
	E4	POWER POLE DETAILS
	E5	POWER POLE DETAILS
	E6	POWER POLE DETAILS
	E7	CONTACTORS SCHEMATIC
	E8	PANEL LAYOUTS
SUB	SM31	NOT USED
	SM32	NOT USED
	SM33	NOT USED
	SM34	NOT USED

REQUIRED NATIONAL ACCOUNT VENDORS

[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]

NATIONAL ACCOUNT & CONTACT INFORMATION SUBJECT TO CHANGE

ALL GENERAL CONTRACTORS MUST SUBMIT COMPLETE ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION FOR DOLLAR GENERAL APPROVAL. SUBMIT PLANS TO: [illegible]

ALL SUBMITTALS MUST INCLUDE THE ARCHITECT'S CONTRACTORS LETTER REVIEWING ALL DEVIATIONS FROM THIS SET AND EXPLANATIONS.

SHOULD THE GENERAL CONTRACTOR USE THE ORIGINAL SET FOR CONSTRUCTION, EMAIL A COPY OF THE DRAWINGS AND A LETTER LISTING DEVIATIONS FROM THE ORIGINAL DOCUMENTS TO: [illegible]

GENERAL NOTES:

[illegible]

REVISION:

DG13-7

SALES SQFT [illegible]
WAREHOUSE SQFT [illegible]
MAIN SQFT [illegible]
MINOR SQFT [illegible]

NO. OF CHANGES/ REVISIONS 3

TERM INSTALL [illegible]

DG

PROPOSED LOCATION:
NORTH MIAMI
FLORIDA
12995 NW 7TH AVE.

REVISED BY:

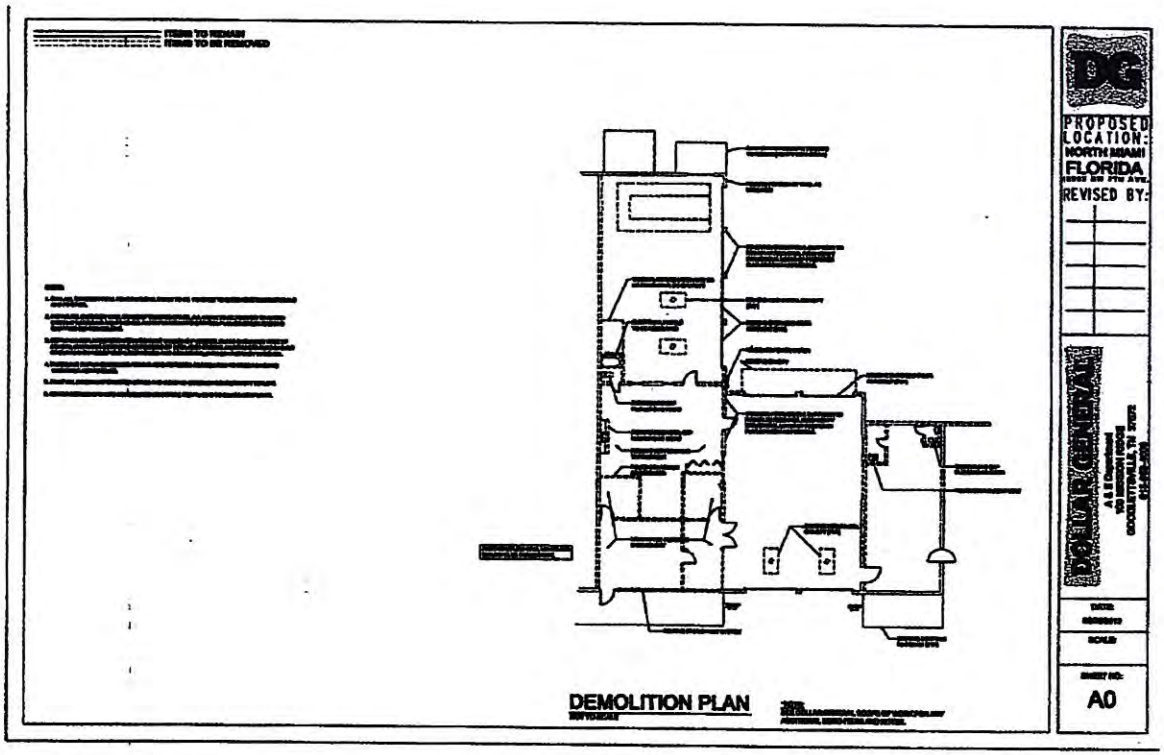
DOLLAR GENERAL

A & E Department
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072
615-855-4000

DATE REVISED

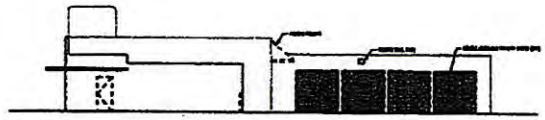
SCALE

SHEET NO:
T1


ITEMS TO REMAIN
ITEMS TO BE REMOVED
DEMOLITION PLAN
DG
PROPOSED LOCATION:
NORTH MIAMI
FLORIDA
REVISED BY:
DOLLAR GENERAL
A0

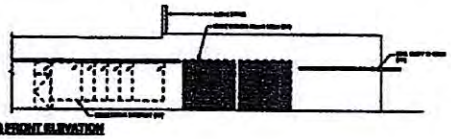
PROPOSED FLOOR PLAN
DOLLAR GENERAL
A1
PROPOSED LOCATION:
FLORIDA
REVISED BY:

EXISTING REAR ELEVATION



EXISTING RIGHT SIDE ELEVATION

EXISTING LEFT SIDE ELEVATION - N/A



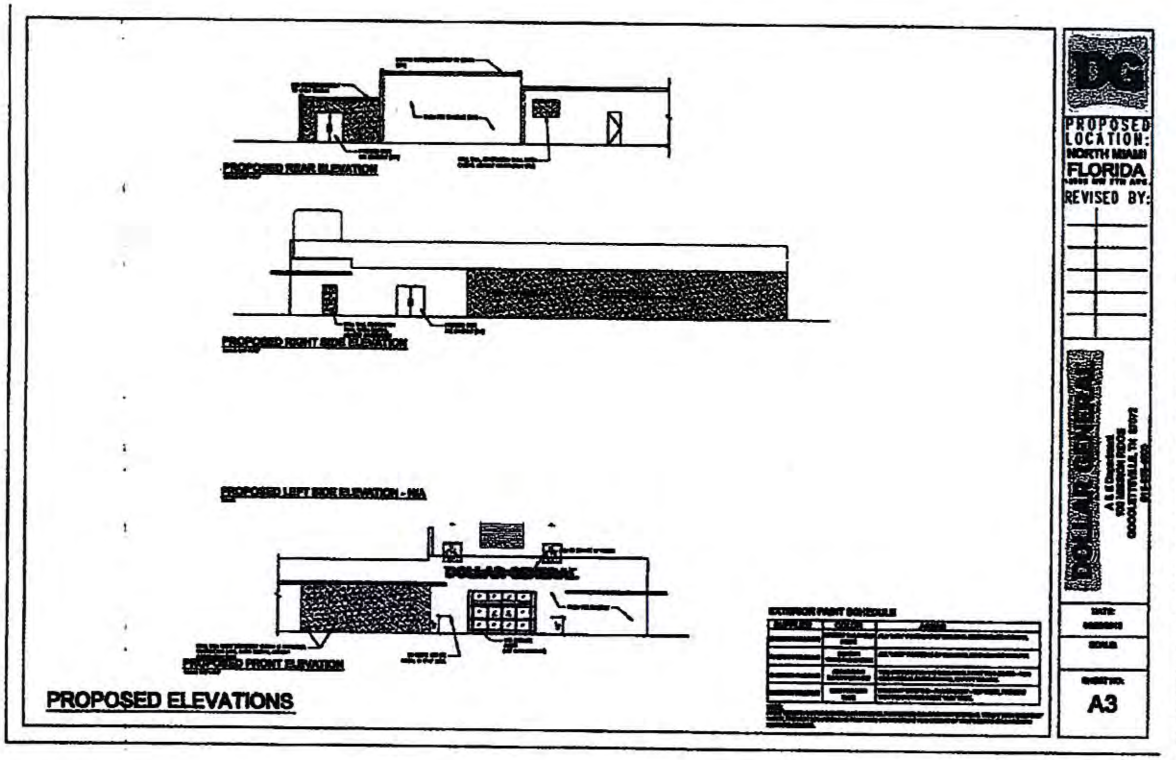
EXISTING FRONT ELEVATION

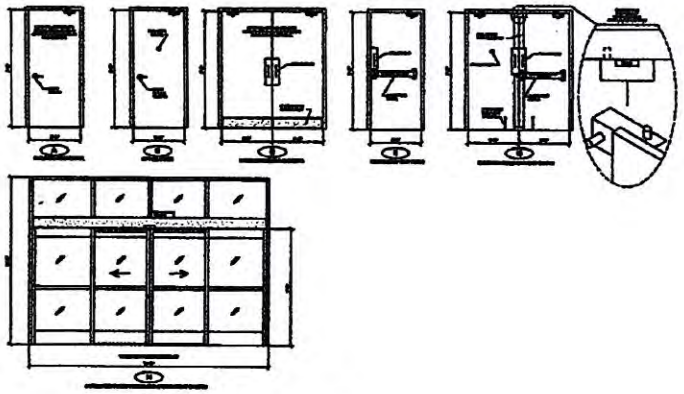
EXISTING ELEVATIONS

PROPOSED LOCATION:
NORTH MIAMI
FLORIDA

REVISED BY:

A2


PROPOSED REAR ELEVATION
PROPOSED RIGHT SIDE ELEVATION
PROPOSED LEFT SIDE ELEVATION - N/A
DOLLAR GENERAL
PROPOSED FRONT ELEVATION
PROPOSED ELEVATIONS
EXTERIOR PAINT SCHEDULE
PROPOSED LOCATION:
NORTH MIAMI
FLORIDA
REVISED BY:
DOLLAR GENERAL
A & E Department
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072
DATE:
SCALE:
SHEET NO.:
A3



DOOR SCHEDULE

NO.	SIZE					
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SCHEDULES

DG

PROPOSED LOCATION:
NORTH MIAMI
FLORIDA

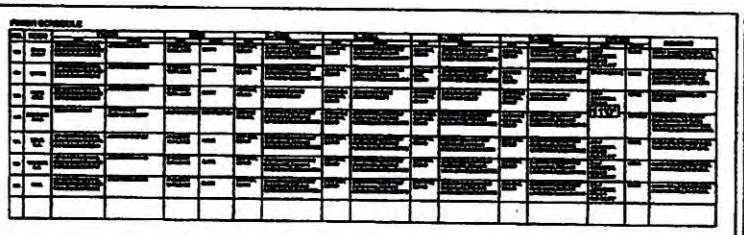
REVISED BY:

DOCUMENT CENTER

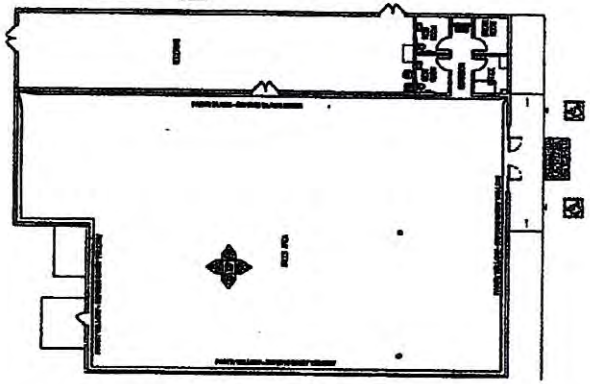
A & E Documents
[illegible]
GOODLETTSVILLE, TN 37072
[illegible]

DATE
DRAWN BY
SCALE:

SHEET NO.
A4



SCHEDULE



FINISH PLAN

DG

PROPOSED LOCATION:
NORTH MIAMI
FLORIDA

REVISED BY:

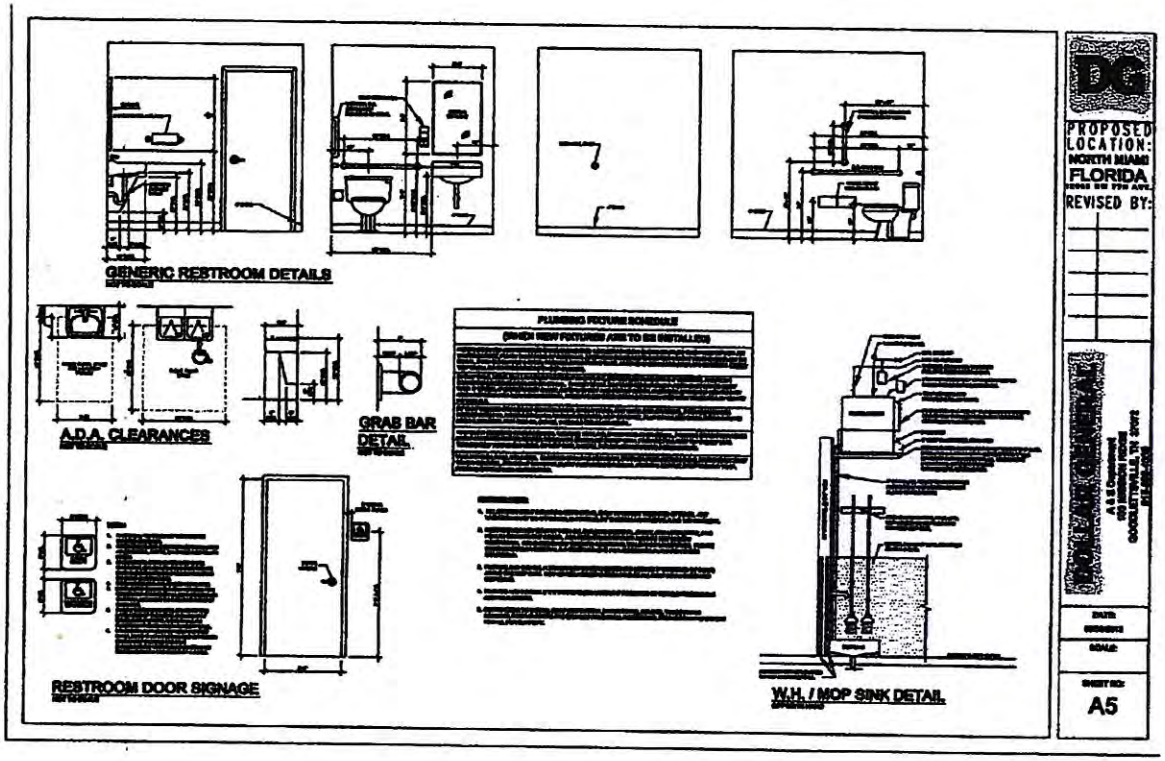
DOLLAR GENERAL

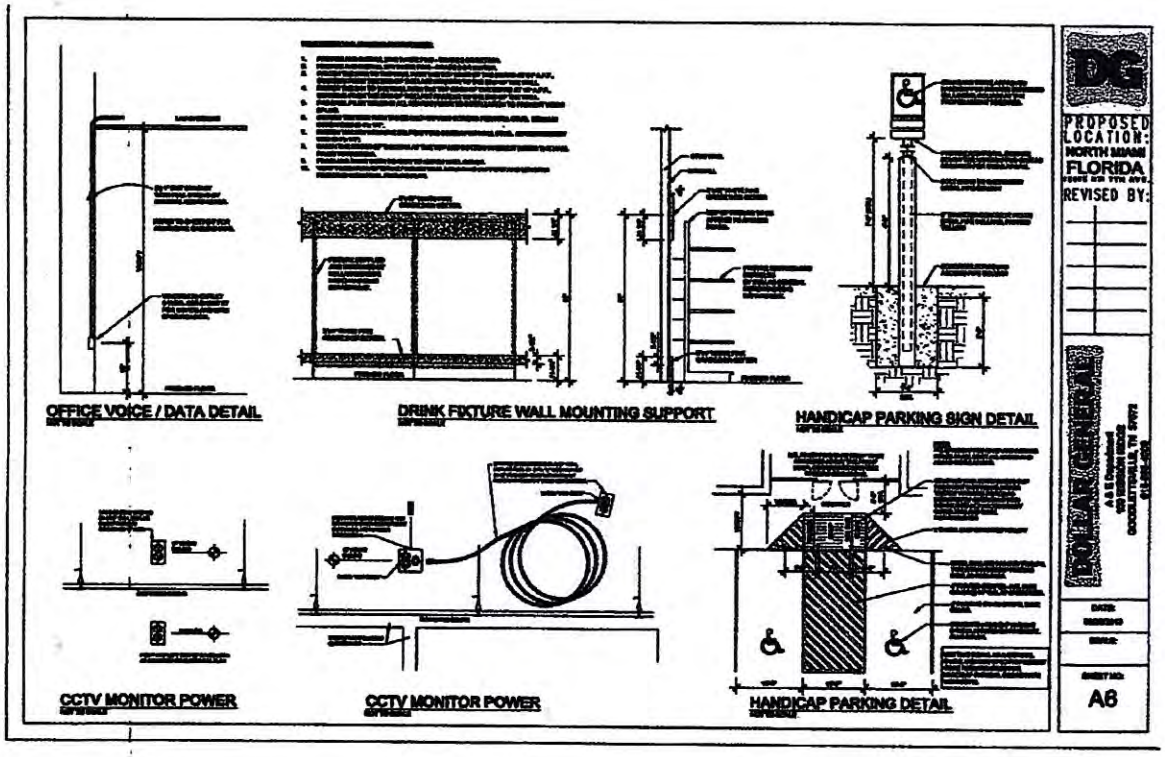
A & E Department
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072

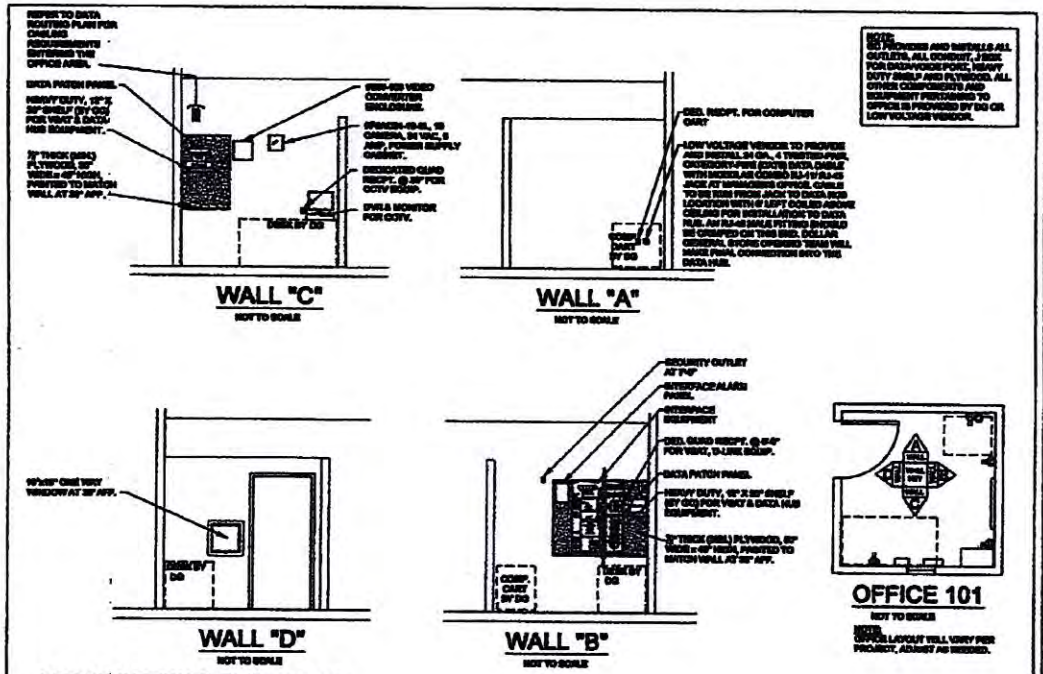
DATE:

SCALE:

SHEET NO:
A4.1


GENERIC RESTROOM DETAILS
A.D.A. CLEARANCES
GRAB BAR DETAIL
PLUMBING FIXTURE SCHEDULE
RESTROOM DOOR SIGNAGE
W.H. / MOP SINK DETAIL
DG
PROPOSED LOCATION:
NORTH MIAMI
FLORIDA
REVISED BY:
A5


OFFICE VOICE / DATA DETAIL
DRINK FIXTURE WALL MOUNTING SUPPORT
HANDICAP PARKING SIGN DETAIL
CCTV MONITOR POWER
CCTV MONITOR POWER
HANDICAP PARKING DETAIL
DG
PROPOSED LOCATION:
NORTH MIAMI
FLORIDA
REVISED BY:
DOLLAR GENERAL
A6



DG

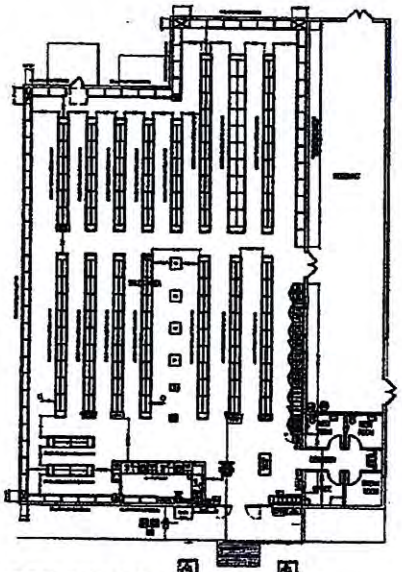
PROPOSED LOCATION:
NORTH MIAMI
FLORIDA

REVISED BY:

DATE:

SCALE:

SHEET NO:
A7

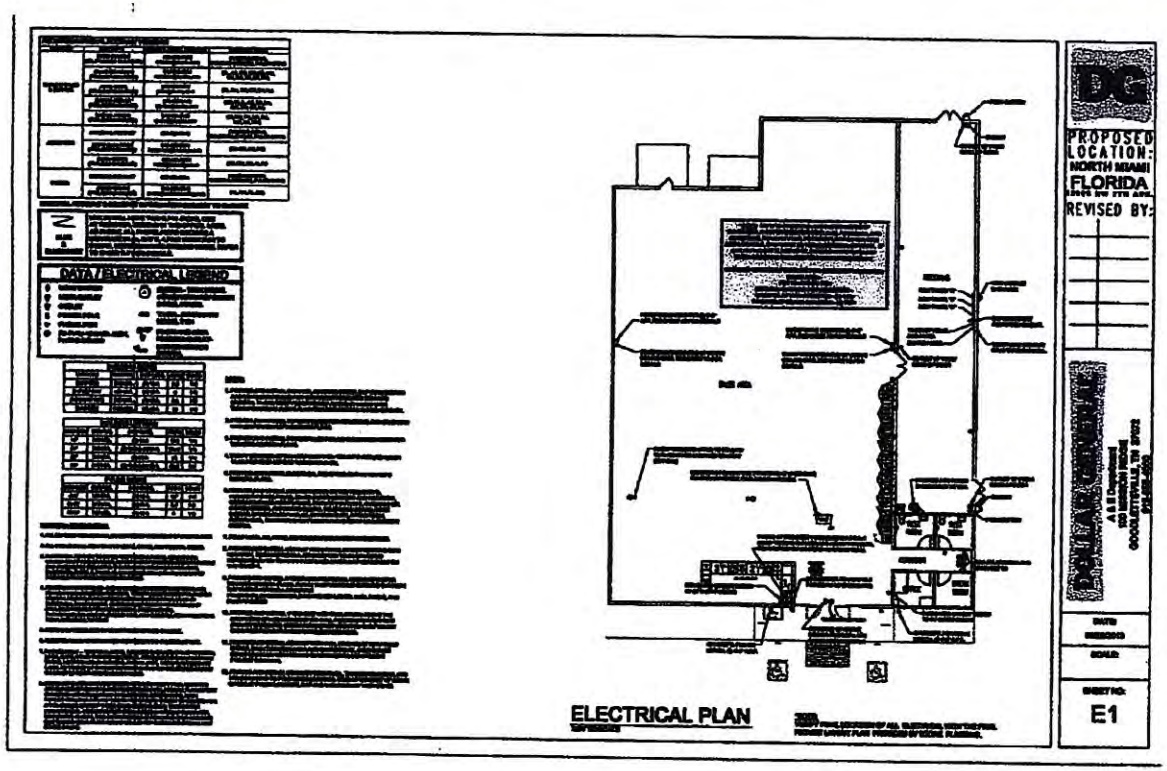


PRELIMINARY FIXTURE PLAN

PROPOSED LOCATION:
NORTH MIAMI
FLORIDA

REVISED BY:

F1


DATA / ELECTRICAL LEGEND
ELECTRICAL PLAN
DG
PROPOSED LOCATION:
NORTH MIAMI
FLORIDA
REVISED BY:
E1

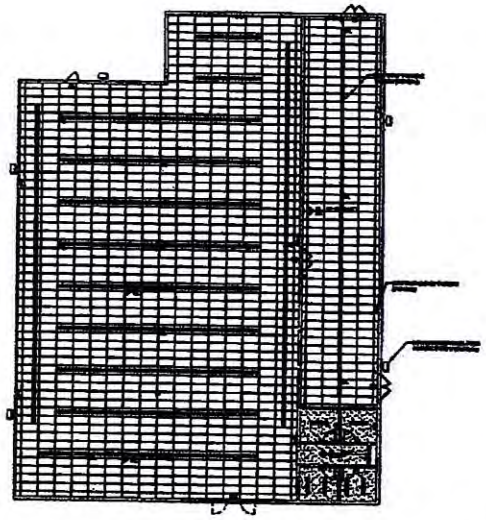
NEW CEILING GRID
EXISTING CEILING GRID

LIGHTING LEGEND

[illegible]	[illegible]
A	J

LIGHT FIXTURE DESCRIPTION

TYPE	DESCRIPTION	COUNT
A	[illegible]	[illegible]
J	[illegible]	[illegible]



LIGHTING PLAN

DG

PROPOSED LOCATION:
NORTH MIAMI
FLORIDA
[illegible]

REVISED BY:

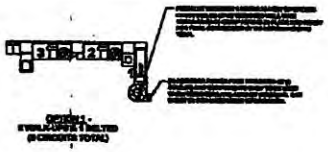
DOLLAR GENERAL

A & E Department
[illegible]
GOODLETTSVILLE, TN 37072
[illegible]

DATE:
[illegible]

SCALE:

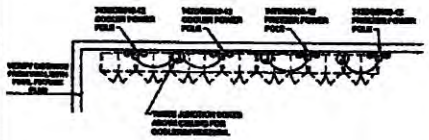
SHEET NO:
E2



POWER POLES AND COMPONENTS FOR REGISTER OPTION 1

QTY.	DESCRIPTION	POWER POLE DESCRIPTION
1	[illegible]	[illegible]
1	[illegible]	[illegible]
1	[illegible]	[illegible]
1	[illegible]	[illegible]
1	[illegible]	[illegible]
1	[illegible]	[illegible]
1	[illegible]	[illegible]

"NOTE: REGISTER POWER POLE PROVIDES AND COMPONENTS ONLY TO BE USED WHEN REGISTERS ARE ALONG WINDOWS. SEE SHEET E1 FOR REGISTER INFORMATION.



16 DOORS - COOLERS/FREEZERS
(8 DEDICATED CIRCUITS)

COOLER / FREEZER POWER POLES FOR OPTIONS 1 & 2

QTY.	DESCRIPTION	POWER POLE DESCRIPTION
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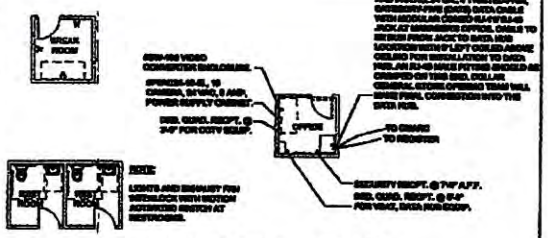
1	[illegible]	[illegible]
1	[illegible]	[illegible]
1	[illegible]	[illegible]



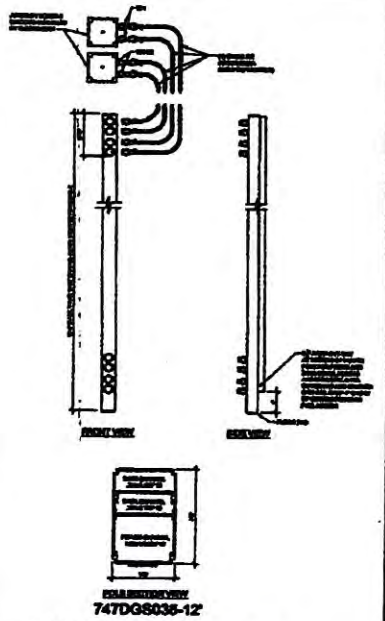
ENLARGED OFFICE, REST ROOM, AND BREAK ROOM ELECTRICAL PLANS

"NOTE: STORE OPENING AND INSTALLATION OF ELECTRICAL COMPONENTS FOR COOLERS, FREEZERS, AND REGISTERS, COORDINATE WITH THE NOR WINDOW AND LOCATION. REFER TO ELECTRICAL OPTIONS ON THIS SHEET. IF CEILING HEIGHT IS ABOVE 16', COORDINATE WITH DSP WHEN CHANGING FOR PROPER POWER POLE HEIGHT.

MAXIMUM NUMBER OF CIRCUITS FOR COOLERS/FREEZERS IN BASE PITCH -
20 (10 - 1ø AND 10 - 2ø)
MAXIMUM CIRCUITS FOR REGISTERS -
CIRCUITS AT MAIN REGISTER - (8) 110v
CIRCUITS AT REAR REGISTER - (2) 110v

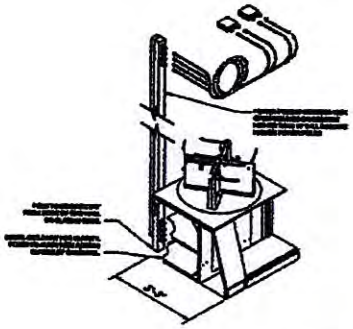
PROPOSED LOCATION:
NORTH MIAMI
FLORIDA
TYPE OF STR. STYL.
REVISED BY:

DATE:
DRAWN:
SCALE:
SHEET NO:
E3



747DGS036-12'

FRONT-END REGISTER
POWER POLE @ WINDOW (OPTION A)



REGISTER ELECTRICAL COMPONENTS

QTY.	[illegible]	[illegible]	[illegible]
1	[illegible]	[illegible]	[illegible]
1	[illegible]	[illegible]	[illegible]

FRONT-END REGISTER
POWER POLE @ WALL (OPTION B)

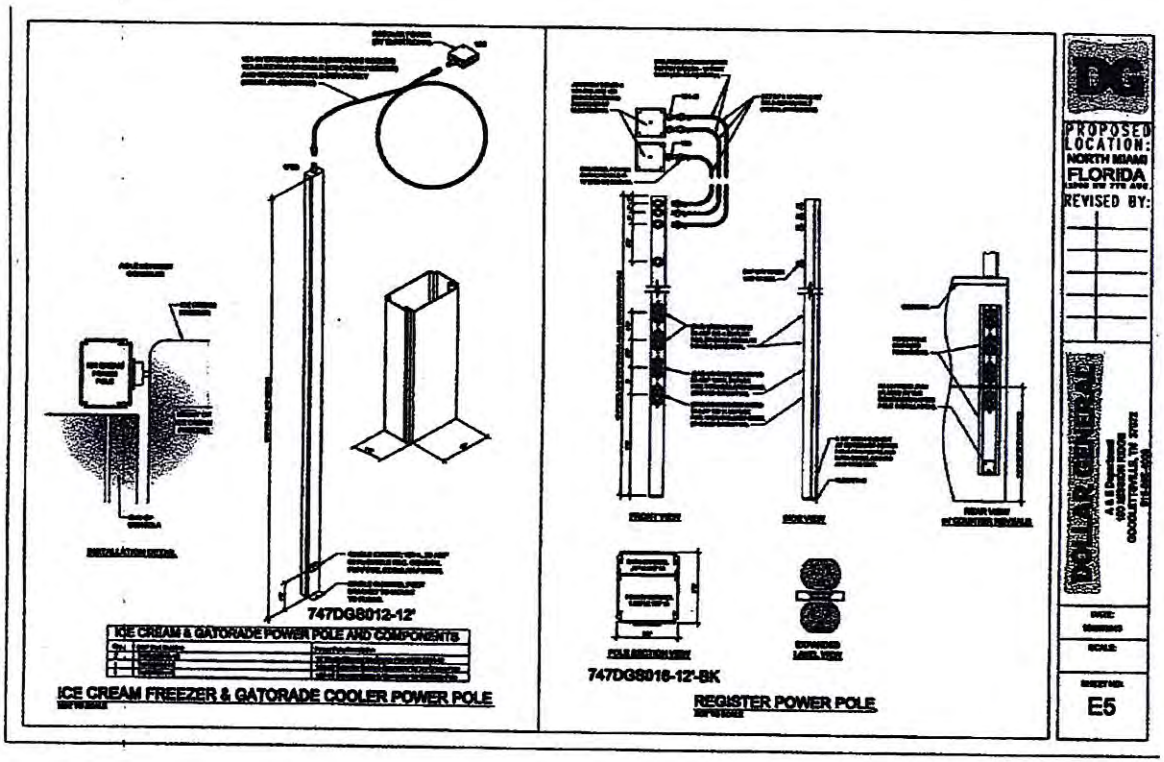
PROPOSED LOCATION:
NORTH MIAMI
FLORIDA

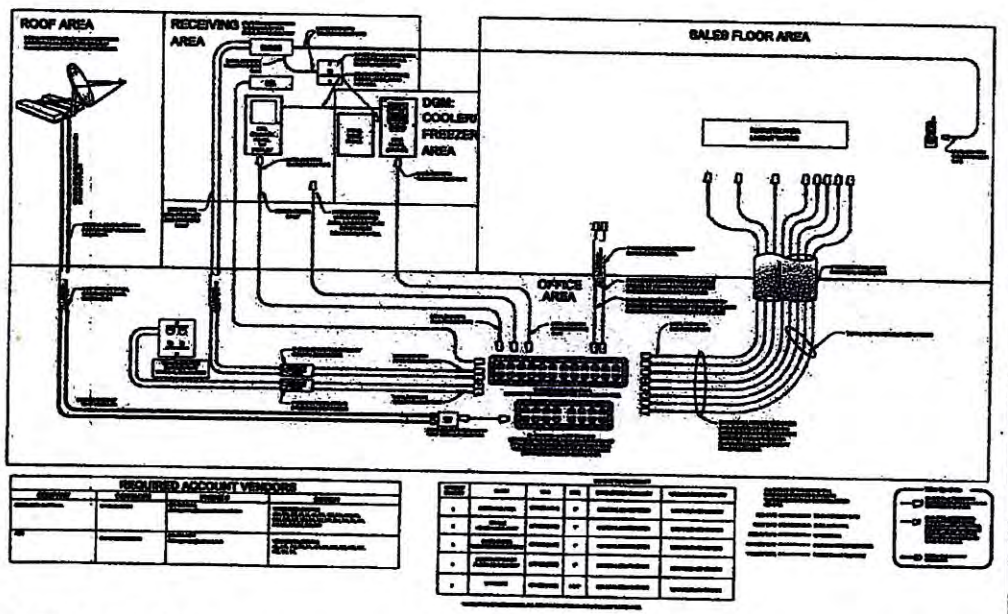
REVISED BY:

DOLLAR GENERAL
A & E Department
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072
615-855-4000

DATE:

SHEET NO.
E4


747DGS012-12'
ICE CREAM & GATORADE POWER POLE AND COMPONENTS
ICE CREAM FREEZER & GATORADE COOLER POWER POLE
FRONT VIEW
SIDE VIEW
REAR VIEW
POLE SECTION VIEW
EXPANDED LABEL VIEW
747DGS016-12'-BK
REGISTER POWER POLE
DG
PROPOSED LOCATION:
NORTH MIAMI
FLORIDA
REVISED BY:
DOLLAR GENERAL
SHEET NO.
E5



DATA CABLING SCHEMATIC

DG

PROPOSED LOCATION: NORTH MIAMI FLORIDA

REVISED BY:

DOLLAR GENERAL

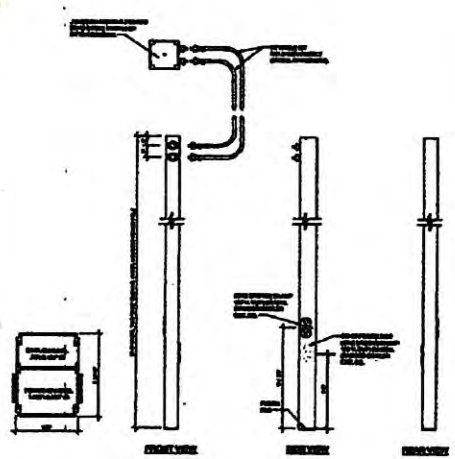
A & E Department
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072

DATE:

SCALE:

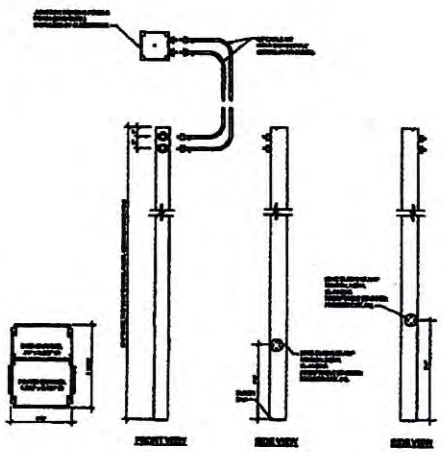
SHEET NO:

E7



747DGS019-12'

COOLER POWER POLE



747DGS030-12'

FREEZER POWER POLE

DG

PROPOSED LOCATION:
NORTH MIAMI
FLORIDA
[illegible] NW 7TH AVE.

REVISED BY:

DOLLAR GENERAL

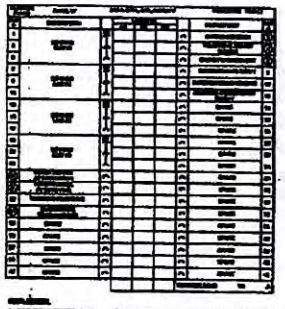
A & E Department
[illegible]
GOODLETTSVILLE, TN 37072
[illegible]

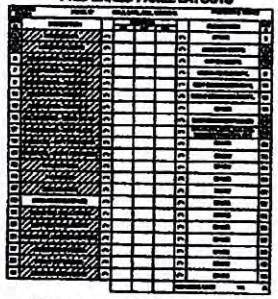
DATE:
[illegible]

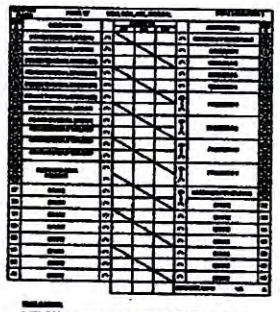
SCALE:

SHEET NO:
E6

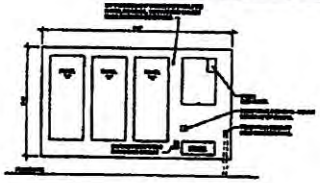
PREFERRED PANEL LAYOUTS







IF EXISTING ELECTRICAL PANELS AND EQUIPMENT ARE DEEMED USABLE FOR THIS PROJECT, COORDINATE WITH ELECTRICAL CONTRACTOR AND PM. PANEL LAYOUT SHOWN ON THIS SHEET IS PREFERRED INFORMATION.



PANEL LAYOUTS

PROPOSED LOCATION: NORTH MIAMI FLORIDA

REVISED BY:

DATE:

SCALE:

SHEET NO.

E8

Exhibit C.2

Dollar General Construction Department

Roof Survey

Survey Date:	21-May-13	Survey Company:	RSRH, Inc
Store #:		Company Phone:	904-268-2374
Address:	12995 NW 7th Ave	Surveyor:	Pat Carney
City, ST, Zip:	North Miami, FL 33168	Surveyor Contact:	904-307-0597

General Questions

Type of roof ☐ Metal ☒ Membrane ☐ Shingle ☐ Other please describe: Lapped membrane with mopped surface

Estimated Age of Roof ☐ 0-5 years ☐ 5-10 years ☒ 10-15 years ☐ Over 15 years

Overall Condition of Roof ☐ Good ☒ Fair ☐ Poor

Repair/Replace Recommendation ☒ Repair ☐ Replace now ☐ Repair, likely replacement within 5 years

Are there indications of current leaks on the interior of the space?
(stained floor, standing water, stained ceiling, etc.) ☐ Yes ☒ No

Are there indications of current leaks on the exterior of the space? ☐ Yes ☒ No

Are there indications of recent roof repairs? ☐ Yes ☒ No

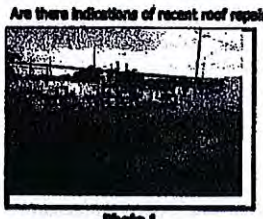


Photo 1

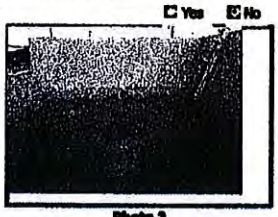


Photo 2

Please use this section to insert digital photographs of the roof. Please see page 5 of this survey for photo locations. To insert photos to this survey, select the cell you would like to insert the photo into and use the "Insert Photos" button at the top left of your screen and follow the prompts.

Photo 3

Photo 4

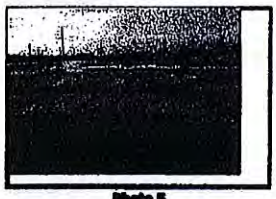


Photo 5

Photo 6

Photo 7

Photo 8

2/21/2011

DOLLAR GENERAL

Dollar General Construction Department

Roof Survey

Condition: N/A = Not Applicable / G = Good, no action / F = Fair, minor issues noted / P = Poor, action required

	Condition				General Notes
Roof Deck (Interior)	N/A	G	F	P	
Cracking	☐	☒	☐	☐	None Noted
Buckling	☐	☒	☐	☐	None Noted
Sagging	☐	☒	☐	☐	None Noted
Overall Deck Condition	☐	☒	☐	☐	Good to fair
Other	☒	☐	☐	☐	
Walls / Ceilings / Floors (Interior)	N/A	G	F	P	
Standing Water	☐	☒	☐	☐	None Noted
Settling	☐	☒	☐	☐	None Noted
Cracks	☐	☒	☐	☐	None Noted
Paint Peeling	☐	☒	☐	☐	None Noted
Waterstains	☐	☒	☐	☐	
Other	☒	☐	☐	☐	
Walls (Exterior)	N/A	G	F	P	
Deteriorated Mortar Joints	☐	☒	☐	☐	None Noted
Settlement Cracks	☐	☒	☐	☐	None Noted
Stains	☐	☒	☐	☐	None Noted
Windows	☐	☒	☐	☐	None Noted
Gutter / Downspouts	☐	☒	☐	☐	None Noted
Other	☒	☐	☐	☐	
Counter Flashing	N/A	G	F	P	
Loose/Missing Fasteners	☒	☐	☐	☐	
Loose/Displaced Metal	☒	☐	☐	☐	
Deformed Metal	☒	☐	☐	☐	
Joints	☒	☐	☐	☐	
Punctures	☒	☐	☐	☐	
Other	☒	☐	☐	☐	

Repair/Replace Recommendations

Recommend the (CMU) walls be cleaned and repainted with minor mortar joint repairs performed.

7/21/2011

DOLLAR GENERAL

Dollar General Construction Department

Roof Survey

Condition: N/A = Not Applicable / G = Good, no action / F = Fair, minor issues noted / P = Poor, action required

	Condition				General Notes
Coping/Cap Flashing	N/A	G	F	P	
Loose/Missing Fasteners	☑	☐	☐	☐	N/A
Loose/Displaced Metal	☑	☐	☐	☐	N/A
Deformed Metal	☑	☐	☐	☐	N/A
Cracked Sealant	☑	☐	☐	☐	N/A
Punctures	☑	☐	☐	☐	N/A
Cracked/Broken Coping Cap	☑	☐	☐	☐	N/A
Open Coping Joint	☐	☐	☑	☐	Mortar coping cracked in places (along front parapet)
Other	☑	☐	☐	☐	
Expansion Joints	N/A	G	F	P	
Punctures	☑	☐	☐	☐	N/A
Splitting	☑	☐	☐	☐	N/A
Mechanical Damage	☑	☐	☐	☐	N/A
Binders Drainage	☑	☐	☐	☐	N/A
Other	☑	☐	☐	☐	
Edge Metal	N/A	G	F	P	
Loose/Missing Fasteners	☐	☑	☐	☐	N/A
Loose/Missing Metal Sections	☐	☑	☐	☐	N/A
Open End Joints	☐	☑	☐	☐	N/A
Sealant Joints	☐	☑	☐	☐	N/A
Other	☑	☐	☐	☐	
Base Flashing	N/A	G	F	P	
Exposed Top Seal	☐	☑	☐	☐	N/A
Deterioration	☐	☑	☐	☐	N/A
Punctures	☐	☑	☐	☐	N/A
Sagging/Wrinkling	☐	☑	☐	☐	N/A
Other	☑	☐	☐	☐	

Repair/Replace Recommendations

The parapet cap flashing is in generally good condition however some joint resealant and mortar reapplication to insure longevity is recommended. The membrane flashing on the rear (inside face) of the parapet is sagging in many locations and the cant transition from parapet wall to roofing surface has begun to show signs of more significant deterioration and damage. The parapet capped with mortar is cracked in some areas and needs to be reapplied.

DOLLAR GENERAL

Dollar General Construction Department

Roof Survey

Condition: N/A = Not Applicable / G = Good, no action / F = Fair, minor issues noted / P = Poor, action required

	Condition				General Notes
Drains	N/A	G	F	P	
Clear of Debris	☐	☒	☐	☐	N/A
Flashing	☐	☒	☐	☐	N/A
Overall Cleanliness	☐	☒	☐	☐	N/A
Other	☒	☐	☐	☐	
Rooftop Equipment	N/A	G	F	P	
General Condition	☒	☐	☐	☐	N/A
Flashing	☒	☐	☐	☐	N/A
Condenser Drain	☒	☐	☐	☐	N/A
Other	☒	☐	☐	☐	
Conduit or Pipe	N/A	G	F	P	
Sagging	☐	☒	☐	☐	None Noted
Supports Moving	☐	☒	☐	☐	None Noted
Other	☒	☐	☐	☐	
Membrane/Shingle/Metal	N/A	G	F	P	
Discoloration/Standing Water	☐	☐	☒	☐	Standing water / membrane mopped coating aged-discolored
Cracking/Wrinkling/Buckling	☐	☒	☐	☐	Moderate cracking
Punctures	☐	☒	☐	☐	None Noted
Alligatoring/Blistering	☐	☒	☐	☐	See roof plan for standing water extents
Vandalism	☐	☒	☐	☐	None Noted
Mechanical Damage	☐	☒	☐	☐	None Noted
Exposed Felt/Deck	☒	☐	☐	☐	N/A
Surface Contamination	☐	☒	☐	☐	None Noted
Soft Areas	☐	☒	☐	☐	None Noted
Vegetative Growth	☒	☐	☐	☐	None Noted
Other	☒	☐	☐	☐	

Repair/Replace Recommendations

There are no internal roof drains; everything drains to the gutter on the rear of the building. The existing gutters are in good condition. The membrane roofing on the facility appears to be a lapped and adhered system that has been coated with a mastic or other mop applied surface. There were not many readily visible penetrations in the membrane field.

DOLLAR GENERAL

Dollar General Construction Department

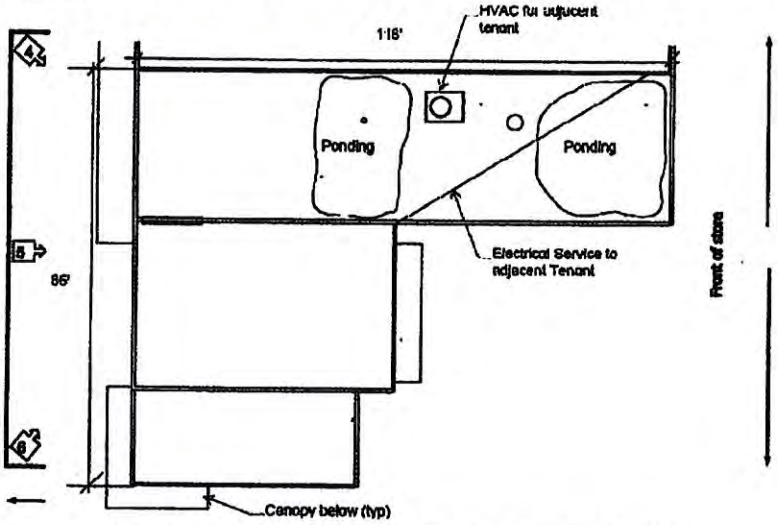
Roof Survey

Conditions: N/A = Not Applicable / G = Good, no action / F = Fair, minor issues noted / P = Poor, action required

Surfacing	Condition N/A	G	F	P	General Notes
Type: Lapped sheets	☐	☐	☒	☐	Mopped surface has ponding in areas marked on roof plan
Coverage/Bare Spots	☐	☒	☐	☐	None Noted
Discoloration	☐	☒	☐	☐	None Noted
Gravel Stop	☒	☐	☐	☐	N/A
Other	☒	☐	☐	☐	

Repair/Replace Recommendations

The membrane roofing on the facility appears to be a lapped system that has been coated with a mastic or other mop applied surface. The roof appears to be in fair to good condition except for the ponding; suggest installing some roof drains in low areas to remove the water. This would be an easier fix than trying to level complete roof with spray foam polyurethane (although this is an excellent insulator). There were not many readily visible penetrations in the membrane field but the ponding is excessive and needs to be remediated.



Please provide approx.building dimensions. (L'xW'xH) Please draw in location of each problem area and label accordingly. HVAC unit locations should be noted on this drawing.

EXHIBIT "D"

Rules And Regulations

1. Security. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Shopping Center, any Persons occupying, using or entering the same, or any equipment, furnishings or contents thereof, and Tenant shall comply with Landlord's reasonable requirements relative thereto, subject to Section 4.9 of the Lease.

2. Return of Keys. At the end of the Term, Tenant shall promptly return to Landlord all keys for the Shopping Center and Premises which are in the possession of Tenant.

3. Repair, Maintenance Alterations and Improvements. Tenant shall carry out Tenant's repair, maintenance, alterations and improvements in the Premises in a manner which will not unreasonably interfere with the rights of other tenants in the Shopping Center.

4. Water Fixtures. Tenant shall not use water fixtures for any purpose for which they are not intended, nor shall water be wasted by tampering with such fixtures. Any cost or damage resulting from such misuse by Tenant or its employees shall be paid for by Tenant.

5. Personal Use of Premises. The Premises shall not be used or permitted to be used for residential, lodging or sleeping purposes or for the storage of personal effects or property not required for Tenant's Permitted Use (except for such personal effects or property temporarily stored at the Premises by Tenant's employees).

6. Heavy Articles. Tenant shall not place in or move about the Premises, any safe or other heavy article which exceeds the load bearing capacity of the floor where such article is placed or moved.

7. Bicycles, Animals. Tenant shall not bring any animals or birds into the Shopping Center (except for trained assistance pets, such as seeing-eye dogs), and Tenant shall not place bicycles or other vehicles inside or on the sidewalks outside the Shopping Center except in areas designated from time to time by Landlord for such purposes.

8. Deliveries. Tenant shall ensure that deliveries of supplies, fixtures, equipment, furnishings, wares and merchandise to the Premises are made through such entrances, elevators and corridors and at such times as may from time to time be reasonably designated by Landlord, so long as such entrances, elevators, and corridors are easily accessible by Tenant's trucks and delivery equipment, and such times fit within the delivery schedule required by Tenant.

9. Solicitations. Landlord reserves the right to restrict or prohibit canvassing, soliciting or peddling in the Common Areas of the Shopping Center.

10. Refuse. Tenant shall place all Tenant's refuse in proper receptacles provided by Tenant at its expense in the Premises or in receptacles (if any) provided by Landlord for the Shopping Center.

12. Obstructions. Except as set forth in this Lease, Tenant shall not obstruct or place anything in or on the sidewalks or driveways outside the Shopping Center or in the lobbies, corridors, stairwells or other Common Areas, or use such locations for any purpose except access to and exit from the Premises without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Landlord may remove at Tenant's expense any such obstruction caused or placed by Tenant (and unauthorized by Landlord or by the terms of this Lease) without notice or obligation to Tenant.

13. Proper Conduct. Tenant shall not conduct itself in any manner which is inconsistent with the character of the Shopping Center as a first quality shopping center.

14. Employees and Agents. As applicable in these Rules and Regulations, the term "Tenant" shall include Tenant's agents, employees and contractors as well as others permitted by Tenant to occupy the Premises.

15. Parking. If Landlord designates tenant parking areas in the Shopping Center, Tenant shall use reasonable efforts to cause its employees and agents to park their vehicles only in such designated parking areas pursuant to Section 7.1 of the Lease.

16. Pest Control. In order to maintain satisfactory and uniform pest control throughout the Shopping Center, Tenant shall engage for its own Premises and at its sole cost, a qualified pest extermination contractor who shall perform pest control and extermination services in the Premises at commercially reasonable intervals.

EXHIBIT "E"

LEASE COMMENCEMENT DATE AGREEMENT

SAMPLE

Re: Dollar General Store #

THIS LEASE COMMENCEMENT DATE AGREEMENT is entered into this _____ day of _____ 201__, by and between , a ("Landlord"), and , a , with its principal office and place of business in Goodlettsville, Tennessee ("Tenant").

The lease between Landlord and Tenant dated for the Demised Premises located at , City of , County, State of , (the "Lease") requires that the parties execute this Agreement to memorialize their understanding as to the Commencement Date of the Lease. Accordingly, the parties hereby agree as follows:

1. The Commencement Date as referred to in the Lease is established as , and the expiration date of the initial Lease term is established as .

2. The first Lease Year as referred to in the Lease is established as , ending .

All other terms and conditions of the Lease remain unchanged. The provisions of this Lease Commencement Agreement shall bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Acknowledged and agreed to by:

LANDLORD: _____ Date: _____

By: _____
Name:
Title:

Landlord's Federal Tax Identification Number: _____

TENANT: Date: _____

By: _____
Maurice A. Laliberte
Vice President, Lease Administration

(Signatures Continue on Following Page)

LANDLORD AS LIMITED LIABILITY COMPANY

STATE OF _____)
) SS
COUNTY OF _____)

On this the ____ day of _____, 201__, before me, the undersigned, personally appeared _____, who acknowledged himself/herself/themselves to be the _____ of _____, a limited liability company, and that he/she/they, as such officer(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself/themselves as _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

My Commission Expires:_____

TENANT

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

On this the ____ day of _____, 20_____, before me, the undersigned officer, personally appeared Maurice A. Laliberte, Vice President, Lease Administration of _____, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President, Lease Administration.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

My Commission Expires: _____

EXHIBIT "F"

Guaranty

IN CONSIDERATION of the leasing of certain premises located at 12995 NW 7th Avenue, in the City of North Miami, Miami-Dade County, State of Florida, under a Lease dated October 2, 2013, with GATOR 12955 NW 7TH AVE, LLC, a Florida limited liability company, as Landlord, and DOLGENCORP, LLC, a Kentucky limited liability company, as Tenant, Dollar General Corporation does hereby agree that if DOLGENCORP, LLC, defaults in the payment of rent or other monies due under the Lease, then, upon notice in writing of such fact, it will within ten (10) days of the receipt of notice pay all rents and other sums which may then be due and owing and will thereafter, as rental becomes due, pay or cause to be paid all further rental under the Lease; provided, however, that in such event and if Dollar General Corporation shall so direct, Landlord shall hereafter recognize Dollar General Corporation as Tenant so long as Dollar General Corporation agrees in writing with Landlord to be bound by and to perform all of the terms, covenants, conditions and provisions of this Lease on Tenant's part to be performed hereunder.

IN WITNESS WHEREOF, Dollar General Corporation has caused this Guaranty to be executed as of the 2nd day of October, 2013.

BY: DOLLAR GENERAL CORPORATION

Name: Rexford B. Martin Jr.
Title: Vice President of Real Estate

EXHIBIT "G"

Dollar General Corporation **UTILITY INFORMATION SHEET**

Per your Lease, this Exhibit G is to be completed and submitted before execution of the Lease or the Tenant Possession Date (new construction). We will contact the utility companies and request the accounts/meters to be transferred into Tenant's name once Tenant accepts possession of the Premise AND receives this completed Exhibit G. Please list below which utility companies, account numbers and meter numbers service the address of the new or existing store.

Utilities will not be transferred without the submission and completion of this Exhibit G.

If Landlord is not providing a demised meter, please indicate. Tenant will only transfer demised meters into Tenant's name.

Date:_____ Store #_____

Landlord Contact Name: _____ LL Phone #: _____

LL FAX#: _____ Whose name is currently on this account? _____

If different, what is the name of the previous tenant at this location?: _____

Address of Store (as complete as possible – 911 verified if possible):

_____

City: _____ State: _____ Zip:_____

	Meter # DG should get placed in our name	Account # that should be placed in DG's name	Name of utility company that services this location	Utility's Phone #
Electric:	**KQ21292**		**FPL**	**305-442-0388**
Gas: (when app – if not serviced by gas, *please* indicate.):				(____) ____ - ____
Water/Sewer:	**30076537**		**City of Miami**	**305-895-9880**

- **Explain why utility meter/account number is blank – (example – not installed yet)**

If Premises is an existing building, this exhibit must be completed and attached to the Lease prior to execution. If the utility meters will be changing, please list that on the form (example – no gas but it will be added before possession date).

If Premises is new construction, this exhibit must be completed prior to the Tenant Possession Date and faxed to 615/855-4635.

Completion of this form helps ensure that utilities are properly placed in Dollar General's name and out of the landlord's name (except billed by center) or the previous tenant's name.

EXHIBIT "H"

Tenant Estoppel Certificate

ESTOPPEL CERTIFICATE

[Insert Lender's name and address]

_____

_____

_____

Demised Premises: DOLLAR GENERAL STORE #_____
ADDRESS: _____
CITY / STATE / ZIP: _____

THIS IS TO CERTIFY THAT THE FOLLOWING IS TRUE AND CORRECT:

1. That the undersigned is the tenant under that certain Lease dated _____ (the "Lease") conveying a leasehold interest in the property described therein.

2. That the Lease is in full force and effect and has not been modified (except as set forth following this sentence). _____

3. That the monthly base rent due under the Lease has not been paid more than thirty (30) days in advance.

4. That, to Tenant's knowledge as of the date hereof, Landlord is not in default under the Lease (except as set forth following this sentence). _____

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of Tenant.

TENANT: _____

By: _____
Name: Maurice A. Laliberte

Its: Vice President
Lease Administration

Date: _____

EXHIBIT "I"

SNDA

After recording, please return to:

Vena Bridgeman
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

SAMPLE

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

This Subordination, Attornment and Non-Disturbance Agreement ("Agreement") made to be effective this ____ day of _____ 20_____, by and between _____, a _____ ("Tenant"), and _____, _____ ("Mortgagee").

STATEMENT OF PURPOSE

1. Mortgagee is the holder of a deed of trust, dated _____, _____ ("Mortgage") on the real estate described on Exhibit A attached hereto and incorporated herein by reference, which Mortgage is recorded in the Office of the _____ of _____ County, _____.

2. Tenant and _____ ("Landlord") have entered into that certain lease dated _____ (the "Lease").

3. Tenant and Mortgagee desire to confirm their understanding with respect to the lease and the Mortgage.

AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants and agreements, together with $1.00 and other valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged by the parties, Mortgagee and Tenant hereby agree and covenant as follows:

1. The Lease shall be subject and subordinate to the Mortgage and to all renewals, modifications or extensions thereof.

2. Provided Tenant is not in material default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of its terms, covenants or conditions of the Lease to be performed by Tenant, (i) Tenant's rights and privileges under the Lease shall not be diminished or interfered with by Mortgagee; (ii) Tenant's occupancy of the Demised Premises shall not be disturbed by Mortgagee for any reason whatsoever during the Lease term; (iii) Mortgagee shall not in any manner disaffirm the Lease; and (iv) Tenant shall not be named a party to any foreclosure proceeding unless required by state law.

3. If the interests of Landlord are transferred to Mortgagee by reason of foreclosure or other proceedings brought by Mortgagee and Mortgagee succeeds to the interest of Landlord under the Lease, Tenant shall be bound to Mortgagee under all of the terms, covenants and conditions of the Lease for the balance of the Lease Term with the same force and effect as if Mortgagee were Landlord under the Lease, and Tenant does hereby attorn to Mortgagee as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Mortgagee succeeding to the interest of Landlord under the Lease. Tenant shall be under no obligation to pay rent to Mortgagee until Tenant receives written notice from Mortgagee that it has succeeded to the interest of Landlord under the Lease. Tenant may rely on such written notice and begin paying rent to Mortgagee without taking further action and Tenant shall incur no liability to Landlord in the event Tenant relies in good faith on such written notice to begin rent payments to Mortgagee. The respective rights and obligations of Tenant and Mortgagee upon such attornment (including, but not limited to, the disposition of fire insurance proceeds and/or condemnation awards), to the extent of the then remaining balance of the Lease Term shall be and are the same as set forth in the Lease, it being the intention of the parties to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth herein.

4. If Mortgagee succeeds to the interest of Landlord under the Lease, Mortgagee shall assume Landlord's obligations under the Lease and be bound to Tenant under all terms, covenants and conditions of the Lease, and Tenant shall, from and after Mortgagee's succession to the interest of Landlord under the Lease, have the same remedies against Mortgagee for the breach of any provision contained in the Lease after the date of Mortgagee's succession to the interest of Landlord under the Lease that Tenant might have had under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord.

5. All notices, consents and other communications pursuant to the provisions of this Agreement shall be given and deemed to have been properly served if delivered in writing (i) by certified mail, (ii) by a nationally recognized overnight courier providing signed proof of delivery or refusal thereof, or (iii) by facsimile; provided that a second copy of such notice is given by another method provided for herein on the date of the facsimile notice. Notices shall addressed as follows:

If to Mortgagee: _____
_____
_____
ATTN: _____

If to Tenant: _____
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072
ATTN: VICE PRESIDENT OF LEASE ADMINISTRATION

with a copy to: _____
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072
ATTN: GENERAL COUNSEL
FACSIMILE: (615) 855-4663
TELEPHONE: (165) 855-4000

Date of service of a notice served by mail shall be the date which is three (3) days after the date on which such notice is deposited in a post office of the United States Post Office Department, certified mail, return receipt requested. Date of service by any other method shall be the date of receipt. Each party may designate a change of address by notice to the other party, given at least fifteen (15) days before such change of address is to become effective. Final execution and delivery of this Agreement is in the State of Tennessee and shall be construed in accordance with the laws of the state where the Demised Premises are located, notwithstanding its conflict of laws provisions.

6. The Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect, to the Mortgagee and to any and all renewals, modifications and extensions, but any and all such renewals, modifications and extensions shall nevertheless be subject to and entitled to the benefits of the terms of this Agreement.

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

8. Capitalized terms not defined herein shall have the definitions given them in the Lease.

9. Tenant hereby executes and agrees to the provisions of this Subordination, Attornment and Non-Disturbance Agreement as of the date hereof, which approval shall be null and void if a fully executed and recorded original of this agreement shall not be received by Tenant no later than thirty (30) days from the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Agreement to be duly executed on the dates shown hereinafter below.

DATE:_____ TENANT:

_____

BY: _____
NAME: MAURICE A. LALIBERTE

WITNESS: ITS: VICE PRESIDENT
LEASE ADMINISTRATION

_____

DATE:_____ MORTGAGEE:

_____

BY: _____
NAME:_____

WITNESS: ITS:_____

_____

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

Before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Maurice A. Laliberte, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be the Vice President Lease Administration of _____, a _____, and that he as Vice President Lease Administration, being authorized to do so, executed the Subordination, Attornment and Non-Disturbance Agreement for the purpose therein contained, by signing the name of the corporation by himself as such Vice President Lease Administration as his own free act and deed.

Witness my hand, at office this ____ day of _____, 201__.

_____
Notary Public

My commission: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of _____, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand and seal this ___ day of _____, 201__.

_____
Notary Public

My commission expires: _____

12995 NW 7TH AVENUE
NORTH MIAMI, FLORIDA 33168

EXHIBIT "J"

Intentionally Omitted

EXHIBIT "K"

Shopping Center Signage

Tenant shall have the right to install Tenant's sign panel on both sides of the Shopping Center Sign in the position indicated below as "Dollar General":

12915-12985 NORTHWEST 7TH AVENUE
NORTH MIAMI, FLORIDA 33168
PYLON SIGN - VERSION "D"
MAY 29, 2013

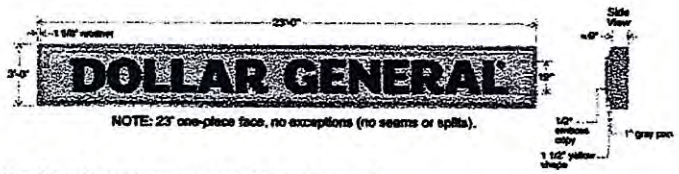
EXHIBIT "L"

Exterior Signage

EXHIBIT L

LOCATION: _____

DOLLAR GENERAL 2009 Logo - 3'-0" X 23'-0" Single Face Wall Mounted Sign



NOTE: 23' one-piece face, no exceptions (no seams or splits).

Cabinet Size: 3'-0" X 23'-0" (minimum cabinet depth of 8" required)
Mdg: 1 5/8" G (EX-24B), hinged for servicing.
V.O.: 2'- 8 3/4" X 22'- 8 3/4"
One piece pan formed and embossed *SPARTECH* UV polycarbonate face (no exceptions).
Cabinet finish: Sprayist FM 171 brushed aluminum. NOTE: All single face signs must have white interior backs.
Black logotype embossed 1/2" on special yellow embossed shape (Sprayiat C8-2833 yellow, no exceptions) on Gray (PMS Cool Gray 8) background and returns.
Decorative process: Production quantities are to have screen printed graphics (yellow, black, gray & white), no mask and spray.
Labeling: Requires UL Label and Union Label.

NOTE: All signs come complete with ON/OFF switch and electric eye (when requested).

Duelite Sales & Service, Inc.
WILLIAMSBURG, OHIO · CEDAR HILL, TEXAS

Duelite Sales & Service, Inc.
One Duelite Lane
Williamsburg, Ohio 45176

Scale: 1/4" = 1'-0"
09-4-118 DOLLAR GEN
Date: 4-8-09

EXHIBIT "M"

Prohibited Uses

In addition to and not in limitation of any of the provisions of the Lease, Tenant agrees that it shall not use the Premises for the following, and Landlord agrees that it shall not, subject to the rights of existing tenants under Existing Leases or successors, assigns of tenants under and pursuant to Existing Leases, allow all or any portion of the Shopping Center to be used for the following:

1. Any use which is a public or private nuisance, or any use which creates vibrations or offensive odors which are noticeable outside of any building in the Shopping Center, or any noise or sound which can be heard outside of any building in the Shopping Center and which is offensive due to intermittency, beat, frequency, shrillness or loudness; excepting only low decibel outdoor music systems in outside seating areas, if any, approved by Landlord;

2. Any flashing lights, strobe lights, searchlights, or video screens (provided interior video screens not visible from the exterior shall be permitted);

3. Any operation primarily used as a warehouse operation (which shall not include storage incidental to a retail operation conducted on the same premises), any manufacturing, assembling, distilling, refining, smelting agricultural or mining operation (except for such manufacturing which is incidental to predominantly retail use), a factory, any industrial operation, any processing or rendering plant, or any lumber yard;

4. The sale, rental or storage of guns, firearms, ammunition, explosives or other unusually hazardous materials (other than materials sold or used in the normal course of a tenant's business, provided that the same are handled in accordance with all governmental rules, regulations and requirements applicable thereto);

5. Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors which are appropriately screened from public view and located in the rear of any building);

6. Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (but this provision shall not restrict the absolute freedom of Tenant or other tenants in the Shopping Center to determine their own selling prices, nor shall it preclude the conduct of periodic seasonal, promotional or clearance sales or legitimate going out of business sales);

7. Any central laundry, dry cleaning plant, or dry cleaner which used hazardous substances (such as perchloroethylene, or tetrachloroethylene), provided, however, (i) a coin operated laundromat shall not be prohibited hereunder, and (ii) a dry cleaning plant shall not be prohibited if it is operated in compliance with all applicable governmental laws, rules, and regulations and if the party leasing or subleasing space to a user for the purpose of a dry cleaning plant indemnifies the other party for any damages, costs, or expenses incurred by the indemnified party in relation thereto;

8. Any automobile and/or gas and/or service station or car wash, or any automobile, truck, van, trailer, boat mobile home or recreational vehicle sales, leasing, display or repair facility, including without limitation any tire and accessory facility (excluding Midas Muffler);

9. Any living quarters, sleeping apartments, or lodging rooms, including mobile home parks or trailer courts;

10. Any veterinary hospital or animal-raising facilities (except that this prohibition shall not prohibit pet shops with veterinary clinic inside provided the primary use of the premises is not a veterinary clinic);

11. Any funeral parlor or mortuary;

12. Any establishment selling or exhibiting pornographic materials; any adult bookstore or other similar establishment where minors are not permitted; any establishment selling or exhibiting paraphernalia for use with illicit drugs; any so called "head shop"; or any adult bookstore, adult video store or adult movie theater, except that this restriction shall not preclude the sale or rental of adult books or videos as an incidental part of the business of bona fide book or video sale or rental store (or book or video department of a store);

13. Any massage parlor (except that the foregoing shall not prohibit a massage therapy use which uses licensed massage therapists like Massage Envy), topless club, strip joint, exotic or erotic dance clubs;

14. Any pawn shop (provided that a nationwide pawn shop shall not be prohibited), flea market, junk yard, carnival, shooting gallery, bingo parlor or off-track betting parlor or other gambling establishment, facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines, video poker/black-jack/keno machines or similar devices. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities so long as such governmental and/or charitable activities are incidental to the business operation being conducted on the Premises;

15. Any auditorium, meeting hall, church, temple, synagogue or other house of worship, or similar place of general public assembly;

16. Pool or billiard halls, amusement park, bowling alleys, ice or roller skating rinks facilities;

17. Dance or music halls, "disco", nightclubs or discotheques;

18. Video or game centers or arcades, provided that the foregoing shall not be deemed to limit or restrict pinball machines, electronic games, and other similar coin operated amusement machines which are incidental to the operation of any other permitted use;

19. Any training or education facility, including but not limited to, beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, (i) the foregoing shall not be applicable to on-site employee or other training by a tenant incidental to the conduct of its business in its premises, and (ii) a training or education facility containing no more than 1,210 square feet shall be permitted within the north endcap of the Shopping Center;

20. Psychic, tarot card reading or similar services; and

21. Bail Bondsman.

EXHIBIT "N"

Existing Exclusives

None.

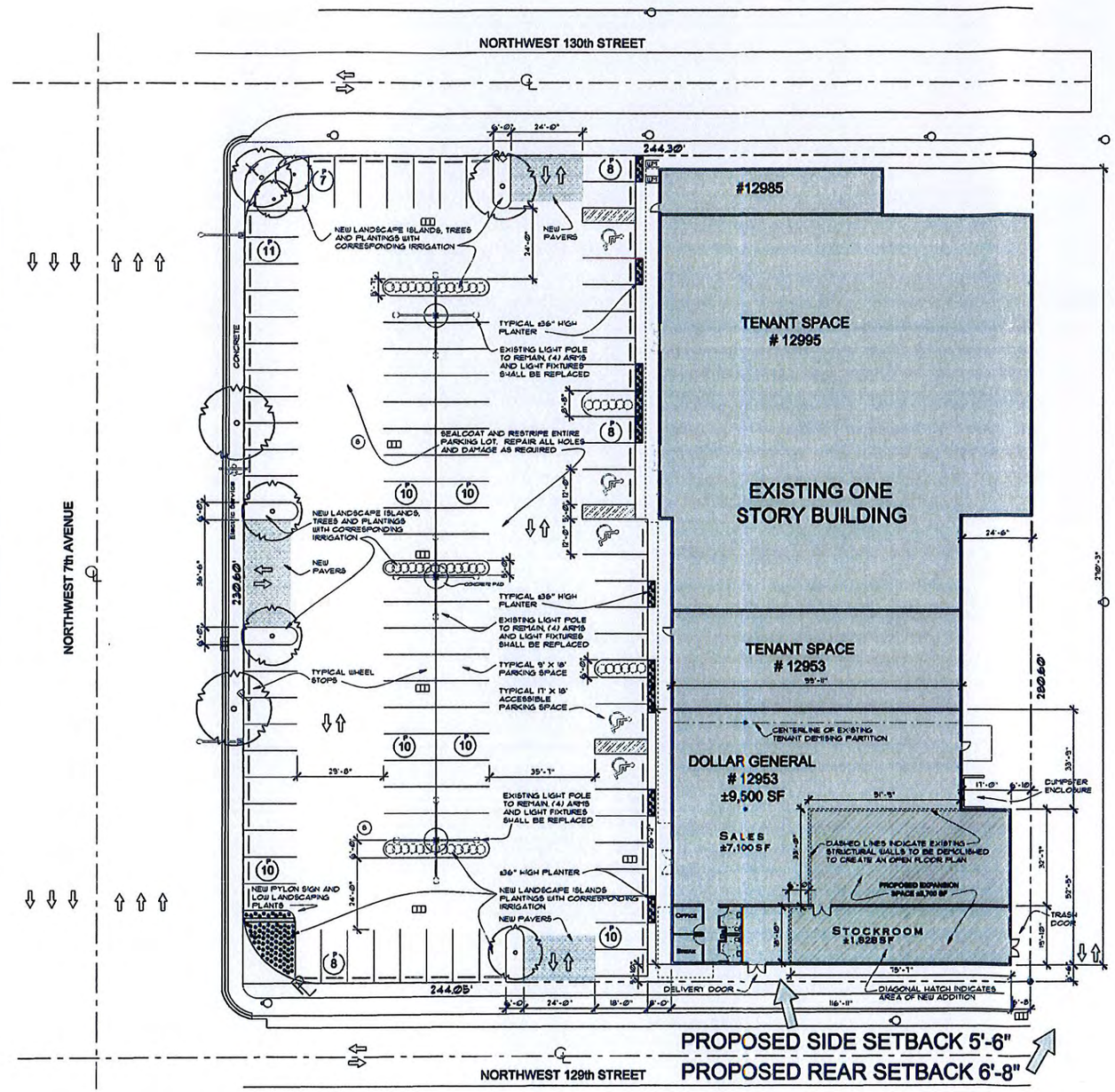
EXHIBIT "O"

Existing Leases

1. Business Lease with Darneisha Shanetta Bryant dated February 1, 2012
2. Commercial Lease with Enelsida Rodriguez dated January 1, 2011
3. Commercial Lease with Ventura Restaurant, Inc. c/o Junior L. Jackson dated March 1, 2011
4. Lease Agreement with New Way Foods, Inc. dated March 2, 2004

"EXHIBIT F"

GATOR INVESTMENTS COMPANY BROCHURE



PARKING CALCULATIONS	
EXISTING GROSS BUILDING AREA:	±6,191 SF
PROPOSED BUILDING EXPANSION:	±3,700 SF
PROPOSED GROSS BUILDING AREA:	±9,891 SF.
TOTAL EXISTING PARKING SPACES	99
TOTAL PROPOSED PARKING SPACES	102
TOTAL REQUIRED PARKING SPACES (1 SPACE / 300 SF. BUILDING AREA)	102

PROPOSED SITE PLAN 'P'

SCALE: 1" = 20'

1 / SP-1

Revisions:
1
2
3
4
5

Project Number
130109

LANDLORD IMPROVEMENTS

EXTERIOR RENOVATION AND ADDITION
129TH STREET PLAZA
12915-12955 NORTHWEST 7TH AVENUE
NORTH MIAMI, FLORIDA

Project Name

STEPHEN BRASGALLA, ARCHITECT
STATE OF MASSACHUSETTS REGISTRATION NO. 8058
6991 WEST BROWARD BOULEVARD SUITE 100
PLANTATION, FLORIDA 33317
TELEPHONE 954.814.8801
TELEFAX 954.508.0600
ARCHITECT @ DESIGN39.NET

CLIENT APPROVAL SET (VARIANCE SUBMITTAL) 11-20-13 (NOT FOR CONSTRUCTION)

Drawn By: CMS	Checked By: STB
Scale: SHOWN	Date: 11-20-13

Project Number
130109

Sheet:
SP-1

ALTA/ACSM Land Title Survey

Survey Date: 11-05-2012
Job Number: 12-9068
Revision

National Flood Insurance
Community Panel 120635 C 0139 L
Flood Zone X
Base Flood Elevation N/A
Firm Date 09 11 2009

Title information provided by:
Fidelity National Title Insurance Company
File No. 4947551
Effective Date August 23, 2012 at 11:00 PM
Proposed Insured Owner 12955 NW 7th Ave LLC

Folio No. 06-2125-003-0050
Property: 12955 NW 7 AVE

Property Information
Primary Zone 6001 COMMERCIAL
CLUC 0200 RETAIL OUTLET
Floors 1
Adj Sq Footage 20,700
Lot Size 275,401.00 FT

Parking
100 Standard parking spaces
5 Handicapped parking space
105 Total Parking spaces

Legal Description
Lot 21 LESS the East 25 feet, and LESS the East 17 feet for road, and LESS the North 25 feet thereof, and LESS the South 5 feet, MILE-FIN SUBDIVISION according to the Plat thereof, recorded in Plat Book 6, Page 35 of the Public Records of Dade-Dade County, Florida and also less the following parcel: The triangular area formed by a 25' radius arc at the northwest corner of the remainder of the above described parcel, tangent to the new north and west property lines herein established, also that triangular area formed by a 25' radius arc at the southwest corner of the remainder of the above described parcel, tangent to the new south and west property lines herein established for the purpose of providing rounded corners.

EXCEPTIONS

Schedule B II of Fidelity National Title Insurance Company, policy File No. 4947551

1. Rights, claims or interests, adverse title or other matters, if any, created, first appearing in the public records, or arising subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
   - Does not contain matters of survey.
2. Taxes and assessments for the year 2012 and subsequent years, which are not yet due and payable.
   - Does not contain matters of survey.
3. Standard Exceptions:
   A. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
   B. Rights or claims of parties in possession not shown by the public records.
   C. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
   D. Rights of the tenants in possession not shown by the public records.
   E. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
   F. Taxes or assessments which are not shown as existing liens in the public records.
   - Does not contain matters of survey.
4. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by water, sewer or gas system supplying the insured land.
   - Does not contain matters of survey.
5. Memorandum Short Form of Lease between 12955 NW 7th Ave, LLC and New Air Foods, Inc., recorded in Official Records Book 23136, Page 374.
   - Does not contain matters of survey.

SURVEYOR'S NOTE
- Legal description used for this survey was provided by others.
- This survey has been prepared for the exclusive use of the persons named hereon and do not extend to any unnamed parties.
- Bearings, if any, shown hereon are based on Plat Book 6, Page 35 of Dade-Dade County, Florida.
- All dimensions and directions shown hereon are in substantial agreement with record plats unless otherwise noted.
- Due to varying construction standards, house locations are approximate.
- All lots or properties have site perpendicular to, unless otherwise noted.
- In all cases dimensions shall control location over scaled positions.
- This survey does not determine or imply ownership.
- Underground utilities and utilities were not located.
- Not valid without the signature and raised seal of a Florida licensed surveyor and mapper.

I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON, AS RECENTLY SURVEYED AND DRAWN UNDER MY SUPERVISION, MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE FOR THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

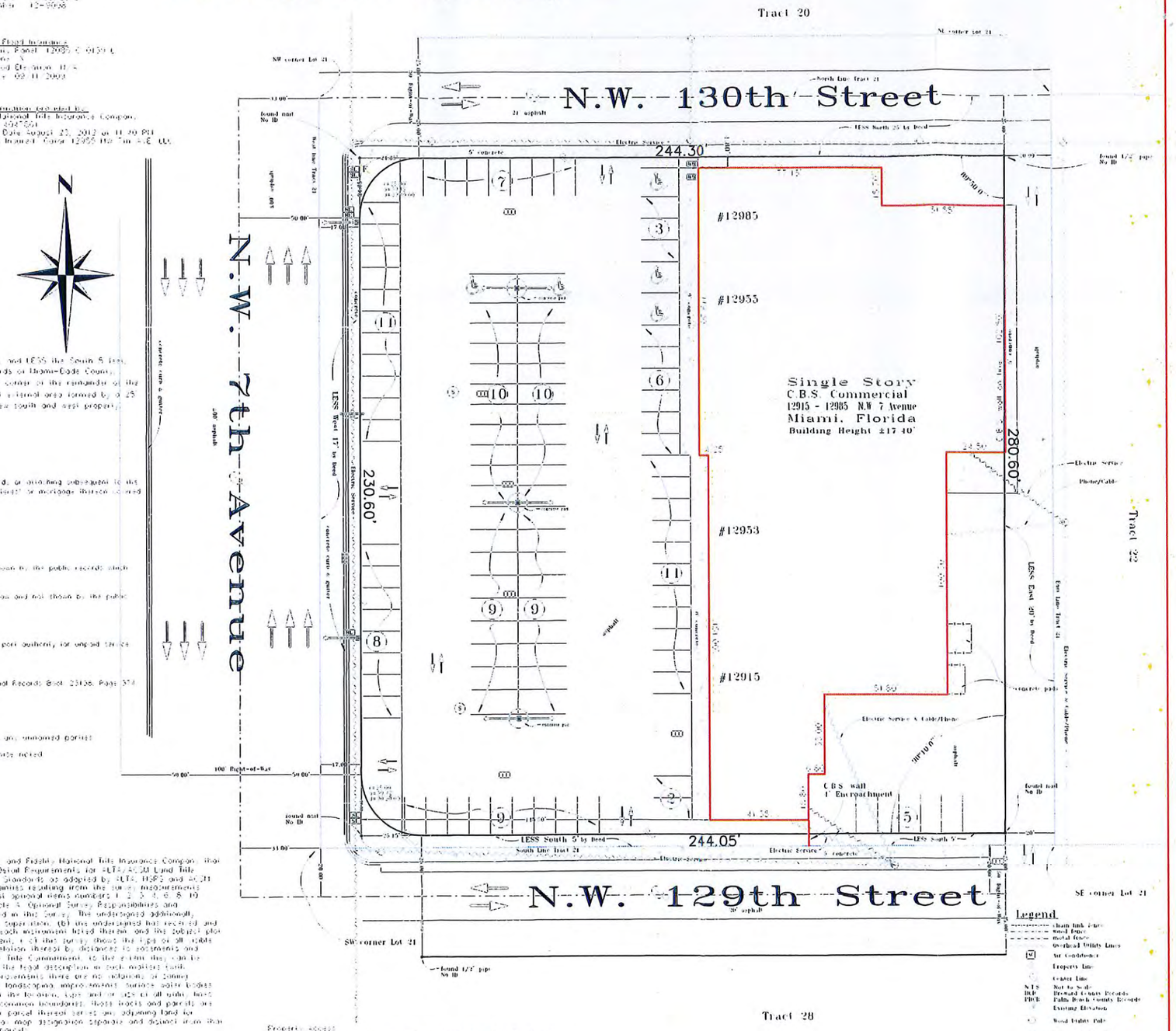
Certified to:
This is to certify to Land of America LLC, its successors and/or assigns, NW 7th Ave, LLC and Fidelity National Title Insurance Company that this map or plat and the survey on which it is based were made in accordance with Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA, ACSM and NSPS in 2011 and pursuant to the Accuracy Standards as adopted by ALTA, NSPS and ACSM and in effect on the date of the certification. The undersigned further certifies that the Proximate Uncertainties resulting from the survey measurements made on the survey do not exceed the allowable Positional Tolerance. The undersigned further certifies that Optional Items Numbers 1, 2, 3, 4, 6, 8, 9, 10, 11, 13, 14, 15, 16, and 17 including, but located on the Land, specifically Table A Optional Survey Responsibilities and Specifications of the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys are included in this Survey. The undersigned additionally certifies to Lender, Borrower and the Title Insurer that (1) this survey was made on the ground under my supervision, (2) the undersigned has received and examined a copy of the Title Insurance Commitment, (3) upon receipt of such instrument listed therein and the subject plat tracts and parcels described in this survey, it is the same land as described in the Title Insurance Commitment, (4) this survey shows the type of all visible buildings, structures and other improvements and items on the subject plat tracts and parcels, and the location and dimensions of all easements, as recorded and contained in the Title Commitment, to the extent they can be located and of which the undersigned has been otherwise advised pertaining the subject land according to the legal description of such matters (and, in the case of easements, such as can reasonably be ascertained from the buildings and improvements there are no violations of zoning ordinances, restrictions or other rules and regulations for except as shown there are no visible sidewalks, landscaping, improvements, surface water bodies or courses, drainage ditches, utility distribution or conduits, (5) the survey shows all visible evidence of the location, type and use of all utility lines located on the plat and parcels not in the subject land contain or cross one more tracts or parcels forming common boundaries. Those tracts and parcels are contiguous along the common boundaries. (6) a copy of a deed vesting the subject land not any tracts or parcel thereon set out adjoining land for adjoining parcels, a copy of a deed, one or not subject land and each tract or parcel thereon has a tax map designation separate and distinct from that of any other land, and the subject land and each tract or parcel thereon are separate, legally subdivided parcels.
The field work was completed on October 30, 2012

Date of Plat or Map: 11-05-2012

RICHARD J. MINGUELL LICENSE NUMBER No 6102 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

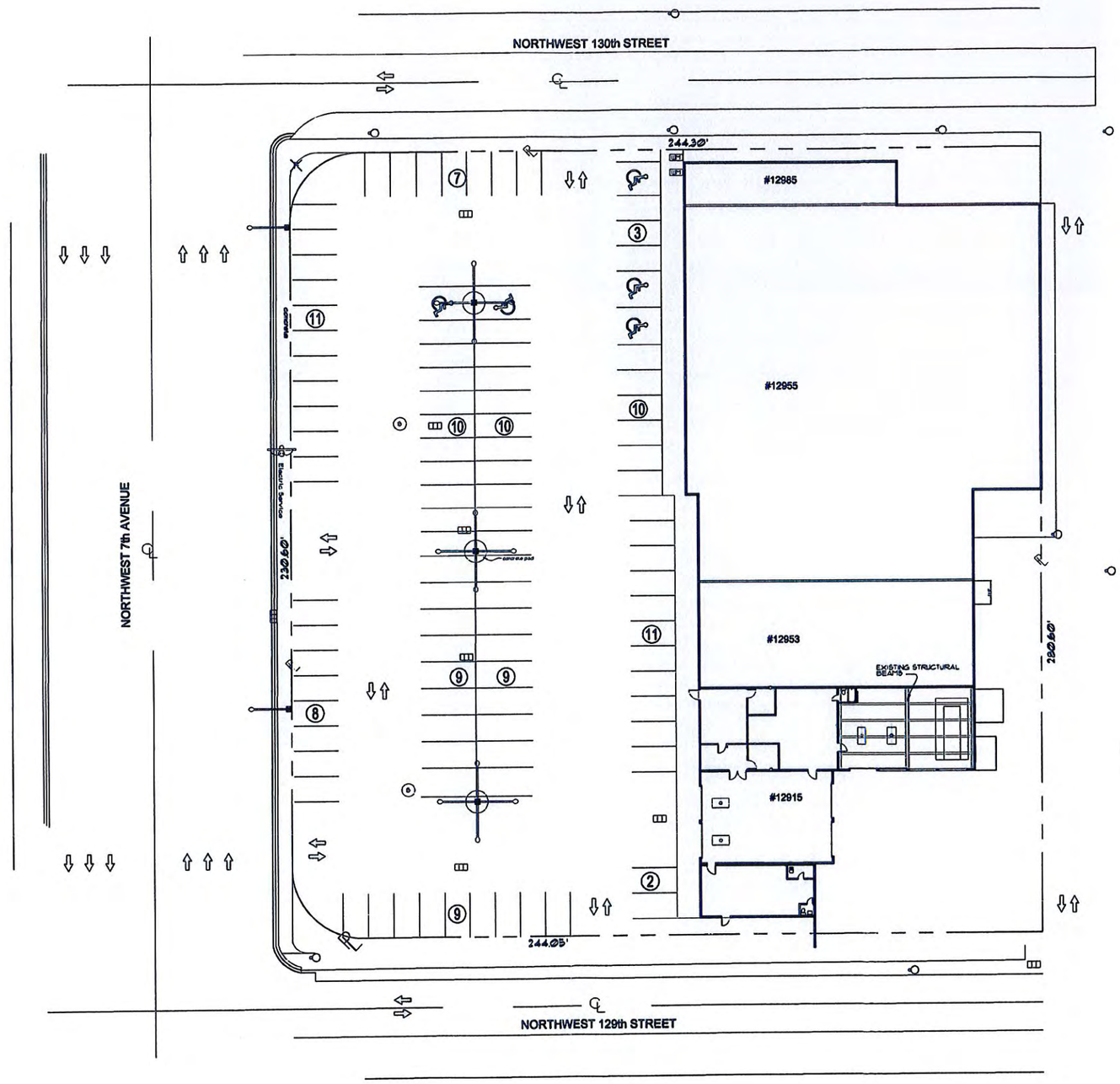
Richard J. Minguell
Registered Land Surveyor & Mapper
No. 6102 State of Florida

R. Minguell, Inc.
Land Surveyors & Planners
LB7272
954-290-0345
Fax 954-302-6060
Minguell@bellsouth.net
2831 Montevideo Avenue
Coral City, Florida 33026



Property Access
- Pedestrian access along sidewalk on North West and South Side
- Vehicular access from NW 7th Avenue along East side of Property
- Vehicular access from NW 129 Street & NW 130 Street

Other Notes
- There was no observable evidence of earth moving work, building construction, or building additions.
- There was no observable evidence of recent street or sidewalk construction and or repair at the time of this survey.
- There was no observable evidence of the use as a solid waste dump, sump or sanitary landfill at the time of the survey.
- There was no evidence of cemetery or burial grounds located on property.
- The location of utilities shown hereon are from above and evidence above ground only.
- The surveyor was not provided with underground plans to determine the location of any underground utility.



EXISTING SITE PLAN

SCALE: 1" = 20'

1
SP-1

north

Revisions:
1
2
3
4
5

Project Number
130109

LANDLORD IMPROVEMENTS

12995 NORTHWEST 7TH AVENUE
MIAMI, FLORIDA

Project Name

STEPHEN BRASGALLA, ARCHITECT
STATE OF MASSACHUSETTS REGISTRATION NO. 30996
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Drawn By: CMS	Checked By: STB
Scale: SHOWN	Date: 5-30-13

Project Number
130109

Sheet:
SP-1