

BOAT SLIP:
SHARES:

SEAWINDS BOAT OWNERS ASSOCIATION, INC.

Lessor,

TO

Lessee.

PROPRIETARY LEASE

PROPRIETARY LEASE FOR BOAT SLIP

Proprietary Lease, made as of June 18, 2009, by and between Seawinds Boatowners Association, Inc., Patten Avenue, Long Branch, New Jersey, ("Association") hereinafter called the Lessor, and Albert & Patricia Hreha Hereinafter called the Lessee.

WHEREAS, the Lessor is the prime lessee of the land, riparian rights, tidelands leasehold (the "prime leases") marina and boat slips located at Seawinds, a Condominium in Long Branch, New Jersey, known as and by the name SEAWINDS MARINA, hereinafter called the "Marina"; and

WHEREAS, the Lessee is the owner of 45 shares of the Lessor, to which this Lease is appurtenant and which have been allocated to Boat Slip (the "Boat Slip") in the Marina. As used herein the "Boat Slip" includes the space enclosed by the finger piers, or moorings, as described in the site plan for the Marina, prepared by Thomas Santry, as revised, dated December 16, 1988 and attached hereto.

DEMISE PREMISES: TERM

The Lessor hereby leases to the Lessee, subject to the terms and conditions hereof, the Boat Slip for a term beginning April 1, 1993 and ending March 31, 20018 or at such time as the prime leases expire and are not extended whichever occurs first (unless sooner terminated as hereinafter provided). This Proprietary Lease shall be extended for successive terms of ten (10) years unless a majority of the Members of the Association vote to cancel all Proprietary Leases for Boat Slips in the Marina.

RENT (MAINTENANCE); HOW FIXED

1. (a) The rent (sometimes called maintenance) payable by the Lessee for each year, or portion of a year, during the term shall equal Lessee's share of the Lessor's cash requirements for such year. Lessee's share of the Lessor's cash requirements shall equal the proportion which the number of shares of Lessor allocated to the Boat Slip bears to the total number of shares of the Lessor issued and outstanding on the date of the determination by the Board of Directors. Such maintenance shall be payable in equal monthly installments in advance on the first day of each month, unless the Board of Directors of the Lessor (hereinafter called Directors) at the time of its determination of the cash requirements shall otherwise direct. Lessee shall also pay Lessee's pro rata share (determined in the same manner as maintenance) of any time to time to pay for any repair, alteration, or improvement to the corporate property, or any deficit from operations for a prior period, or other cash requirements. Such special maintenance charge shall be deemed additional rent and shall be payable in a lump sum or in periodic installments, as the Directors shall determine. The Lessee shall also pay such additional rent as may be provided for herein when due.

Accompanying Shares to be Specified in Proprietary Leases

(b) In every Proprietary Lease heretofore executed by the Lessor there has been specified, and in every Proprietary Lease hereinafter executed by it there will be specified, the number of shares of the Lessor issued to the lessee simultaneously therewith.

Cash Requirements Defined

(c) "Cash Requirements" whenever used herein shall mean the estimated amount in cash which the Directors shall from time to time in its judgment determine to be necessary or proper for (1) the operation, maintenance, care, alteration and improvement of the corporate property during the year or portion of the year for which such determination is made; (2) the creation of such reserve for contingencies, repairs, replacements and general operations as it may deem proper; and (3) the payment of any obligations, liabilities or expenses incurred or to be incurred, after giving consideration to (i) income expected to be received during such period (other than rent from proprietary Lessees), and (ii) cash on hand which the Directors may from time to time modify its prior determination as Cash Requirements of the corporation for a year or portion thereof. No determination of Cash Requirements shall have any retroactive effect on the amount of the rent payable by the Lessee for any period prior to the date of such determination.

Failure to Fix Cash Requirements

(d) The failure of the Directors to determine the Lessor's cash requirements for any year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof, or a release of the Lessee from the obligation to pay the maintenance or any installment thereof, but the maintenance computed on the basis of the cash requirements as last determined for any year or portion thereof shall thereafter continue to be the maintenance until a new determination of cash requirements shall be made..

LESSOR'S REPAIRS

2. The Lessor shall at its expense keep in good repair all of the Marina including all of the docks, the piers and moorings, and its equipment and apparatus except those items the maintenance and repair of which are expressly stated to be the responsibility of the Lessee pursuant to Paragraph 14 hereof.

DAMAGE TO MARINA

3. (A) If the Marina or the means of access thereto shall be damaged by fire or other cause covered by multiperil policies commonly carried by Marina operators in New Jersey the Lessor shall at its own cost expense, with reasonable dispatch after receipt of notice of said damage, repair or replace or cause to be repaired or replaced, with materials of a kind and quality then customary in moorings the Marina, and the means for access thereto.

Anything in this Paragraph or Paragraph 2 to the contrary notwithstanding, Lessor shall not be required to repair or replace, or cause to be repaired or replaced, equipment, fixtures, furniture, furnishings, or decorations installed by the lessee or any of his predecessors in title, or any boat or vessel moored or anchored in the Boat Slip or any property therein, which shall be the exclusive responsibility of the Lessee.

Rent Abatement

(b) In case the damage resulting from fire or other cause shall be so extensive as to render the Marina partly or wholly unusable, or if the means of access thereto shall be destroyed, the rent hereunder shall not be abated unless and until the Lessor determine not to repair or replace the Marina pursuant to subparagraph (c) hereof.

Expiration of Lease Due to Damage

(c) If the Directors shall determine that (i) the Marina is totally destroyed by fire or other cause, or (ii) the Marina is so damaged that it cannot be repaired within a reasonable time after the loss shall have been adjusted with the insurance carriers; or (iii) the destruction or damage was caused by hazards which are not covered under the Lessor's insurance policies then in effect, and if any such case the record holders of at least two-thirds of the issued shares at a shareholders' meeting duly called for that purpose held within one hundred twenty (120) days after the determination by the directors, shall vote not to repair, restore or rebuild, then upon the giving of notice this Lease and all other Proprietary Leases and all right, title and interest of the parties thereunder and the tenancies thereby created, shall thereupon wholly cease and expire and rent shall be paid to the date of such destruction or damage.

Waiver of Subrogation

(d) Lessor agrees to use its best efforts to obtain a provision of all insurance policies carried by it waiving the right of subrogation against the Lessee; and, to the extent that any loss or damage is covered by any insurance policies which contain such waiver of subrogation, the Lessor releases the Lessee from any liability with respect to such loss or damage. In the event that Lessee suffers loss or damage for which Lessor would be liable, and Lessee carries insurance which covers such loss or damage, such insurance policy shall contain a waiver of subrogation against the Landlord, and in such event Lessee releases Lessor from any liability with respect to such loss or damage.

INSPECTION OF BOOKS OF ACCOUNT-ANNUAL REPORT

4. The Lessor shall keep full and correct books of account at its principal office or at such other place as the Directors may from time to time determine, and the same shall be open during all reasonable hours to inspecting by the Lessee or a representative of the Lessee. The Lessor shall deliver to the Lessee within a reasonable time after the end of each fiscal year and annual report of corporate financial affairs, including a balance sheet and a statement of income and expenses, certified by an independent certified public accountant.

CHANGES IN TERMS AND CONDITIONS OF PROPRIETARY LEASES

5. Each proprietary lease shall be in the form of this Lease, unless a variation of any lease I authorized by Lessees owning at least two-thirds (2/3) of the Lessor's shares then issued and executed by the Lessor and Lessee affected.

QUIET ENJOYMENT

6. The Lessee, upon paying the rent and performing the covenants and complying with the conditions on the part of the Lessee to be performed as herein set forth, shall, at all times during the term hereby granted, quietly have, hold and enjoy the Boat Slip, subject however, to the rights of other tenants or occupants of the Marina, and subject to the Tidelands Lease and Seawinds Lease or (any such leases being hereinafter collectively called "Ground Lease") of the land and riparian rights. The Lessee's quiet enjoyment shall include access to the Shrewsbury River over and upon the waters that are within the Marina, subject to the rights of others, including but not limited to, other Boat Slip tenants.

INDEMNITY

7. The lessee agrees to save the Lessor harmless from all liability, loss, damage and expense arising from injury to person or property occasioned by the failure of the Lessee to comply with any provision hereof, or due wholly or in part to any act, default or omission of the lessee or of any guest or invitees of Lessee, or by the Lessor, its agents, servants or contractors when acting as agent for the Lessee as in this Lease provided. This indemnification includes, without limitation, any damage to Lessee's boat while in the Boat Slip, or approaching or departing the Boat Slip unless Lessor is guilty of willful misconduct and causes such damage. This indemnification extends to and benefits the Board, the individual members of the Board, and the Board's management agent.

PAYMENT OF MAINTENANCE

8. The Lessee will pay the maintenance to the Lessor upon the terms and at the times herein provided, without any deduction on account of any set-off or claim which the Lessee may have against the Lessor, and if the Lessee shall fail to pay any installment of rent promptly, the Lessee shall pay interest thereon at the maximum legal rate from the date when such installment shall have become due to the date of the payment thereof, and such interest shall be deemed additional rent hereunder.

HOUSE RULES

9. The Lessor has adopted House Rules which are appended hereto, and the Directors may alter, amend or repeal such House Rules and adopt new House Rules. This Lease shall be in all respects subject to such House Rules, which shall be taken to be part hereof, and the Lessee hereby covenants to comply with all such House Rules and see that they are faithfully observed by the family, guests, employees and subtenants of the Lessee. Breach of the House Rules shall be a default under this Lease. The Lessor will make a good faith effort to enforce the House Rules.

USE OF BOAT SLIP

10. THE lessee shall not, without written consent of the Lessor on such conditions as Lessor may prescribe, use the Boat Slip or permit the same or any part hereof to be used for any purpose other than as a private boat mooring for the Lessee.

SUBLETTING

11. The Lessee shall not sublet the whole or any part of the Boat Slip, unless consent thereto shall have been duly authorized by a resolution of the Directors. Any consent to subletting may be subject to such conditions as the Directors may impose. Notwithstanding the foregoing, each Lessee shall have the right to sublet the Boat Slip to any person leasing Lessee's condominium unit in Seawinds I or Seawinds II.

ASSIGNMENT

- 12.
- (a) The Lessee shall not assign this Lease or transfer the shares to which it is appurtenant, or any interest therein, and no such assignment or transfer shall take effect as against the Lessor for any purpose; until
 - (i) An instrument of assignment in form approved by Lessor executed and acknowledged by the assignor shall be delivered by the Lessor; and
 - (ii) An agreement executed and acknowledged by the assignee in form approved by Lessor assuming and agreeing to be bound by all the covenants and conditions of this Lease to be performed or complied with by the Lessee on and after the effective date of said assignment shall have been delivered to the Lessor, or at the request of the Lessor, the assignee shall have surrendered the assigned lease and entered into a new lease in the same for the remainder of the term, in which case the Lessee's Lease shall be deemed cancelled as of the effective date of said assignment; and
 - (iii) All shares of the Lessor to which this Lease is appurtenant shall have been transferred to the assignee; and
 - (iv) All sums due from the Lessee shall have been paid to the Lessor, together with a sum to be fixed by the Directors to cover reasonable legal and other expenses of the Lessor and its managing agent in connection with such assignment and transfer of shares; and
 - (v) Except in the case of an assignment, transfer or bequest of the shares and this Lease to the Lessee's spouse or adult siblings or adult children of parents, consent to such assignment shall have been authorized by resolution of the Directors, or given in writing by a majority of the Directors.

Consents: On the death of Lessee.

(b) If the Lessee shall die, consent shall not be withheld to an assignment of the Lease and shares to a financially responsible member of the Lessee's family (other than the Lessee's spouse, adult siblings or adult children or parents as to whom no consent is required).

(c) Regardless of any prior consent theretofore given, neither the Lessee nor his executor, nor administrator, nor any trustee or receiver of the property of the Lessee, nor anyone to whom the interests of the Lessee shall pass by law, shall be entitled further to assign this Lease, or to sublet the Boat Slip, or any part thereof except upon compliance with the requirements of this Lease.

(d) Notwithstanding anything to the contrary hereinabove, the Boat slip may be used and occupied only by current residents or owners of Seawinds Townhouse condominium, sometimes known as Seawinds I, and Seawinds Townhouse II unless approved in writing by the Board. This means that Boat Slips may only be assigned, leased or subleased to owners or tenants of condominiums in Seawinds I or Seawinds II. This means further that a Lessee who sells or vacates, his condominium in Seawinds I or Seawinds II shall not thereafter use or occupy the Boat Slip.

PLEDGE OF SHARES AND LEASE

13. (a) A pledge of this Lease and the shares to which it is appurtenant shall not be a violation of this Lease; but, except as otherwise provided elsewhere herein, neither the pledgee nor any transferee of the pledged security shall be entitled to have the shares transferred of record on the books of the Lessor, not to shares transferred of record on the books of the Lessor, not to vote such shares nor to sell such shares or this Lease, without first obtaining the consent of the Lessor in accordance with and after complying with all of the provisions of this Lease.

(b) Subject to the provisions of the subpart (a) above, a Recognition Agreement between and Lender and Lessor may contain such additional or different provisions as the Lessor and said Lender may agree to.

REPAIRS BY THE LESSEE

14. (a) The Lessee shall take possession of the Boat Slip and its appurtenances "AS IS" as of the commencement of the term hereof. The Lessee shall keep the Boat Slip in good repair, including any special pipes or equipment which the Lessee may install within the boat Slip, but shall not include water or other pipes or conduits within the Marina which is part of the standard dock facility. The Lessee shall be solely responsible for the maintenance, repair and replacement of all lighting and electrical fixtures, appliances, and equipment, and all meters, fuse boxes or circuit breakers and electrical wiring and conduits from the junction box at the Lessee's Boat Slip.

Noises

(b) The Lessee shall not permit or suffer any unreasonable noises or anything, which will interfere with the rights of other lessees or unreasonably annoy them or obstruct the use of the dock.

Equipment and appliances

(c) If, in the Lessor's sole judgment, the Lessee's boat or equipment shall result in damage to the Marina interruption of service to other boat slips, or overloading of, or damage to facilities maintained by the Lessor for the supplying of water or electricity to the Marina, or if any such appliances visible from the dock shall become rusty or discolored, the Lessee shall promptly, on notice from the Lessor, remedy the condition and, pending such remedy, shall cease using any boat or equipment which may be creating the objectionable condition. Lessee shall not keep a boat or vessel that is too large for the Boat Slip.

Rules and Regulations and Requirements of Prime Lessors

(d) The Lessee will comply with all the requirements of the Board of Fire Underwriters, insurance authorities and all governmental authorities and with all laws, ordinances, rules and regulations with respect to the use of the Marina. If any ground lease affecting the Marina shall contain any provisions pertaining to the right of the Lessee to use the boat slip, or to remove any of the fixtures, appliances, equipment or installations, the Lessee herein shall comply with the requirements of such ground lease relating thereof. Upon the Lessee's written request, Lessor will furnish Lessee with copies of applicable provisions of each and every such ground lease.

LESSOR'S RIGHT TO REMEDY LESSEE'S DEFAULTS

15. If the Lessee shall fail for thirty (30) days after notice to make repairs to any part of the boat slip, or its equipment as herein required, or shall fail to remedy a condition which has become objectionable to the Lessor for reasons above set forth, or if the Lessee or any person using the Marina shall request the Lessor, its agents or servants to perform any act not hereby required to be performed by the Lessor, the Lessor may make such repairs, or arrange for others to do the same, or remove such objectionable condition or equipment, or perform such act, without liability on the Lessor; provided that, if the condition requires prompt action, notice of less than thirty (30) days may be given or, in case of emergency, no notice need be given. In all such cases the Lessor, its agents, servants and contractors shall, as between the Lessor and Lessee, be conclusively deemed to be acting as agents of the Lessee and all contracts therefore made by the Lessor shall be so construed whether or not made in the name of the Lessee. If Lessee shall fail to perform or comply with any of the other covenants or provisions of this lease within the time required by a notice from Lessor (not less than five (5) days), then Lessor may, but shall not be obligated to, comply herewith, and for such purpose may enter upon the Boat Slip of Lessee. The Lessor shall be entitled to recover from the Lessee all expenses incurred or for which it has contracted hereunder, such expenses to be payable by the Lessee on demand as additional rent.

ALTERATIONS

16. (a) The Lessee shall not, without first obtaining the written consent of the Lessor, make in the Boat Slip any alteration, enclosure or addition or any alteration of or addition to the water, pipes, electrical conduits, wiring or outlets, plumbing fixtures, intercommunication or alarm system, or any other installation or facility in the Marina. The performance by Lessee of any work in the Boat Slip shall be in accordance with any applicable rules and regulations of the Lessor and governmental agencies having jurisdiction thereof. The Lessee shall not in any case install any appliances which will overload the existing wires or equipment in the Marina.

Surrender on Expiration of Term

(b) On the expiration or termination of this Lease, the Lessee shall surrender to the Lessor possession of the Boat Slip with all additions, improvements, appliances and fixtures then included therein, except as hereinabove provided. Any additions, improvements, fixtures or appliances not removed by the Lessee on or before such expiration or termination of this Lease shall become the property of the Lessor and may be disposed of by the Lessor without liability or accountability to the Lessee.

LEASE SUBORDINAE TO PRIME LEASES

17. This lease is and shall be subject to all present and future Prime Leases, and to any and all extensions, modification, consolidations, renewals and replacements thereof, including the lease of certain common elements from the Seawinds Townhouse Condominium Association, Inc. and the lease or license of certain tidelands or riparian rights by the State of New Jersey Bureau of Tidelands. This clause shall be self-operative and no further instrument of subordination shall be required by any such prime lessee. In confirmation of such subordination the Lessee shall at any time and from time to time, on demand, execute any instruments that may be required by the Lessor, for the purpose of more formally subjecting this lease to the Prime Leases, and the duly elected officers, for the time being, of the Lessor are and each of them is hereby irrevocably appointed the attorney-in-fact and agent of the Lessee to execute the same upon such demand, and the Lessee hereby ratifies any such instrument hereafter executed by virtue of the power of attorney hereby given.

MECHANIC'S LIEN

18. In case a notice of a mechanic's lien against the Marina shall be filed purporting to be for labor or material furnished or delivered at the Boat Slip to or for the Lessee, or anyone claiming under the Lessee, the Lessee shall forthwith cause such lien to be discharged by payment, bonding or otherwise; and if the Lessee shall fail to do so within ten (10) days after notice from the Lessor, then the Lessor may cause such lien to be discharged by payment, bonding or otherwise, without investigation as to the validity thereof or of any offsets or defense thereto, and shall have the right to collect, as additional rent, all amounts so paid and all costs and expenses paid or incurred in connection therewith, including reasonable attorney's fees and disbursements, together with interest thereon from time to time of payment.

COOPERATION

19. The Lessee shall always in good faith endeavor to observe and promote the cooperative purposes for the accomplishment of which the Lessor is incorporated.

RIGHT OF ENTRY

20. The Lessor and its agents and their authorized workmen shall be permitted to visit, examine, or enter the Boat Slip at any reasonable hour of the day upon notice, or at any time and without notice in case of emergency, to make or facilitate repairs in any part of the Marina or to cure any default by the Lessee. The right and authority hereby reserved do not impose, nor does the Lessor assume by reason thereof, any responsibility or liability for the care or supervision of the Boat Slip, or any of the pipes, fixtures, appliances or appurtenances therein contained, including Lessee's boat, except as herein specifically provided.

WAIVERS

21. The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the provisions of this lease, or to exercise any right or option herein contained, or to serve any notice, or to institute any action or proceeding, shall not be constructed as a waiver, or a relinquishment for the future, of any such provision, options or rights, but such provision, option or right shall continue and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless in a writing expressly approved by the Directors.

NOTICES

22. Any notice or demand from either party to the other shall be duly given only if in writing and sent by certified or registered mail, return receipt requested: If by the Lessee, addressed to the Lessor at the Marina with a copy sent by regular mail to the Lessor's managing agent; if to the Lessee, addressed to the Lessee's Address at Seawinds, a Condominium. Either party may by notice served in accordance herewith designate a different address for service of such notice or demand. Notices or demands shall be deemed given on the date when mailed, except notices of change of address shall be deemed served when received.

REIMBURSEMENT OF LESSOR'S EXPENSES

23. If the Lessee shall at any time be in default hereunder and the Lessor shall incur any expense (whether paid or not) in performing acts which the Lessee is required to perform, or in instituting any action or proceeding based on such default, or defending, or asserting a counterclaim in, any action or proceeding brought by the Lessee, the expense thereof to the Lessor, including reasonable attorneys' fees and disbursements, shall be paid by the Lessee to the Lessor, on demand, as additional rent.

LESSOR'S IMMUNITIES

24. The Lessor shall not be liable, except by reason of Lessor's negligence, for any failure or insufficiency of water supply or electric current, or other service to be supplied by the Lessor hereunder, or for interference with light, air, view or other interests of the Lessee. No abatement of rent or other compensation or claim of eviction shall be made or allowed because of the making or failure to make or delay in making any repairs, alterations or decorations to the Marina or any fixtures or appurtenances therein, or for space taken to comply with any law, ordinance or governmental regulation, or for interruption or curtailment of any service agreed to be furnished by the Lessor, due to accidents, alterations or repairs, or to difficulty or delay in securing supplies or labor or other cause beyond Lessor's control.

TERMINATION OF LEASE BY LESSOR

25. If upon, or at any time after, the happening of any of the events mentioned in subdivisions (a) to (i) inclusive of this Paragraph 25, the Lessor shall give to the Lessee a notice stating that the term hereof will expire on a date at least five (5) days thereafter; the term of this Lease shall expire on the date so fixed in such notice as fully and completely as if it were the date herein definitely fixed for the expiration of the term and all right, title and interest of the Lessee hereunder shall thereupon be extinguished and the Lessee shall without further notice quit and surrender the Boat Slip to the Lessor, it being the intention of the parties thereto to create hereby a conditional limitation, and thereupon the Lessor shall have the right to enter the Boat Slip and to remove all persons, boats or other personal property therefrom either by summary dispossession proceedings, or by any suitable action or proceeding at law or in equity, or by force of otherwise, and to possess the Boat Slip in its former estate as if this Lease had not been made, and no liability whatsoever shall attach to the Lessor by reason of the exercise of the right of re-entry, re-possession and removal herein granted and reserved:

Lessee Ceasing to own Accompanying shares

(a) If the lessee shall cease to be the owner of the shares to which this Lease is appurtenant, or if this lease shall pass or be assigned to anyone who is not then the owner of all said shares;

Lessee Becoming a Bankrupt

(b) If at any time during the term of this Lease (i) the then holder hereof shall be adjudicated a bankrupt under the laws of the United State; or (ii) a receiver of all of the property of such holder or of this Lease shall be appointed under any provision of the laws of the State of New Jersey or any statute of the United Sates, or any statute of any state of the united States and the order appointing such receiver shall not be vacated within thirty (30) days; or (iii) such holder shall make a general assignment for the benefit of creditors; or (iv) any of the shares owned by such holder to which this lease is appurtenant shall be duly levied upon under the process of any court whatever unless such levy shall be discharged within thirty (30) days or (v) this lease or any of the shares to which it is appurtenant shall pass by operation of law or otherwise to anyone other than

the Lessee herein named or a person to whom such Lessee has assigned this Lease in the manner herein permitted, but this subsection (v) shall not be applicable if this Lease shall devolve upon the executors or administrators of the Lessee and provided that within either eight (8) months (which period may be extended by the Directors) after the death said Lease and shares shall have been transferred to any assignee in the shares to which it is appurtenant shall pass to anyone other than the Lessee herein named by reason of a default by the Lessee under a pledge or security agreement or a leaseholder mortgage make by the Lessee;

Assignment, Subletting or Unauthorized Occupancy:

(c) If there be an assignment of this Lease, or any subletting hereunder, without full compliance with the requirements of Paragraph 12 hereof; or if any person not authorized shall be permitted to use the Boat Slip, and the Lessee shall fail to cause such unauthorized person to vacate the Boat Slip within ten (10) days after written notice from the Lessor;

Default in Rent

(d) If the Lessee shall be in default for a period of one month in the payment of any rent or additional rent of any installment hereof and shall fail to cure such default within ten (10) days after written notice from the Lessor;

Default in Other Covenants

(e) If the Lessee shall be in default in the performance of any covenant or provision hereof, other than the covenant to pay rent, and such default shall continue for thirty (30) days after written notice from the Lessor; provided, however, that if said default consists of the failure to perform any act the performance of which requires any substantial period of time, then if within said period of thirty (30) days such performance is commenced and thereafter diligently prosecuted or conclusion without delay and interruption, the Lessee shall be deemed to have cured said default;

Lessee's Objectionable Conduct

(f) If at any time the Lessor shall determine, upon the affirmative vote of two-third $\frac{2}{3}$ of its then Board of Directors, at a meeting duly called for that purpose, that because of objectionable conduct on the part of the Lessee, or of a person using or visiting the Boat Slip, repeated after written notice from Lessor, the tenancy of the Lessee is undesirable (it being understood, without limiting the generality of the foregoing, that repeatedly to violate or disregard the House Rules hereto or hereafter established in accordance with the provisions of this lease;

Termination of All Proprietary Leases

(g) At any time, the Lessor shall determine, upon the affirmative vote of two-thirds ($\frac{2}{3}$) of its then Board of directors at the meeting of such directors duly called for that purpose, and the affirmative vote of the record holders of at least eighty (80%) percent in amount of its then issued shares, at a shareholders' meeting duly called for that purpose, to terminate all proprietary leases;

Destruction of Marina

(h) If the Marina shall be destroyed or damaged and the shareholders shall decide not to repair or rebuild as provided in Paragraph 3;

Condemnation

(i) If at any time the Marina or a substantial portion thereof shall be taken by condemnation proceedings;

LESSOR'S RIGHTS AFTER LESSEE'S DEFAULT

26. (a) In the event the Lessor resumes possession of the Boat Slip either by summary proceedings, action of ejectment or otherwise, because of default by the Lessee in the payment of any rent or additional rent due hereunder or on the expiration of the term or upon the happening of any event specified in subsections (a) to (f) of Paragraph 25, Lessee shall continue to remain liable for payment of a sum equal to the rent which would have become due hereunder and shall pay the same in installments at the time such rent would be due hereunder. No suit brought to recover any installment of such rent or additional rent shall prejudice the right of the Lessor to recover any subsequent installment. After resuming possession, the Lessor may, at its option, from time to time (i) relet the Boat Slip for its own account, or (ii) relet the Boat Slip as the agent of the Lessee, in the name of the Lessee or in its own name, for a term or terms which may be less than or greater than the period which would otherwise have constituted the balance of the term of this Lease. Any reletting of the Boat Slip shall be deemed for the account of the Lessor, unless within ten (10) days after such reletting the Lessor shall notify the lessee that the premise have been relet for the Lessees' account. The Lessee shall not prevent the Lessor from thereafter notifying the Lessee that it proposes to relet the Boat Slip for its own account. If the Lessor relets the Boat Slip as agent for the Lessee, it shall after reimbursing itself for its expenses in connection therewith, including leasing commissions and a reasonable amount for attorneys' fees and expenses, apply the remaining avails of such reletting against the Lessee's continuing obligations hereunder.

Collection of Rent From Subtenants

(b) If the Lessee shall at any time sublet the Boat Slip and default in the payment of any rent or additional rent, the Lessor may, at its option, so long as such default shall continue, demand and receive from the subtenant the rent due or becoming due from such subtenant to the Lessee, and apply the amount to pay sums due and to become due from the Lessee to the Lessor. Any payment by a subtenant to the Lessor shall constitute a discharge of the obligation of such subtenant to the Lessee, to the extent of amount so paid. The acceptance of rent from any subtenant shall not be deemed a consent to or approval of any subletting or assignment by the Lessee, or a release or discharge of any of the obligations of the Lessee hereunder.

WAIVER OF RIGHT OF REDEMPTION

27. The Lessee hereby expressly waives any and all right of redemption in case the Lessee shall be disposed by judgment or warrant of any court of judge. The words "enter", "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning.

SURRENDER OF POSSESSION

28. Upon the termination of the Lease under the provisions of subdivisions (a) to (f) of Paragraph 25, the Lessee shall remain liable as provided in Paragraph 26 of this Lease. Upon the termination of this Lease under any other of its provisions, the Lessee shall be and remain liable to pay all rent, additional rent and other charges due or accrued and to perform all covenants and agreements of the Lessee up to the date of such termination. On or before any such termination, the Lessee shall vacate the Boat Slip and surrender possession thereof to the Lessor or its assigns, an upon demand of the Lessor or its assigns any instrument which may reasonably be required to evidence the surrendering of all estate and interest of the Lessee in the Boat Slip, or in the Marina of which it is a part.

TO WHOM COVENANTS APPLY

29. The references herein to the Lessor shall be deemed to include its successors and assigns, and the references herein to the Lessee or to a shareholder of the Lessor shall be deemed to include the executors, administrators, legal representative, legatees, distributes and assigns of the Lessee or of such shareholder; and the covenants herein contained shall apply to bind, and inure the benefits of the Lessor and its successors and assigns, and the Lessee and the executors, administrators, legal representatives , legatees, distributees, successors and assigns of the Lessee, except as hereinabove stated.

WAIVER OF TRIAL BY JURY

30. To the extent permitted by law, the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the Lessee's use or occupancy of the Boat Slip, or any claim of damage resulting from any act or omission of the parties in any way connected with this Lease or the Boat Slip.

LESSOR'S ADDITIONAL REMEDIES

31. In the event of a breach of threatened breach by Lessee of any provision hereof, the Lessor shall have the right of injunction and the right to invoke any remedy at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for, and the election of one or more remedies shall not preclude the Lessor from any other remedy.

LESSEE MORE THAN ONE PERSON

32. If more than one person is named as Lessee hereunder, the Lessor may require the signatures of all such persons in connection with any notice to be given or action to be taken by the Lessee hereunder, including without limiting the generality of the foregoing, the surrender or assignment of this Lease or any request for consent to assignment or subletting. Each person named as Lessee shall be jointly and severally liable for all of the Lessee's obligations hereunder. Any notice by the Lessor to any person named as Lessee shall be sufficient, and shall have the same force and effect, as though given to all persons named as Lessee.

EFFECT OF PARTIAL INVALIDITY

33. If any clause or provision herein contained shall be adjudged invalid, the same shall not affect the validity of any other clause or provision of this Lease, or constitute any cause of action in favor of either party as against the other.

UNITY OF SHARES AND LEASE

34. The Shares of the Lessor held by the Lessee and allocated to the Boat Slip have been acquired and are owned subject to the following conditions agreed upon with the Lessor and with each of the other proprietary lessees for their mutual benefit:

(a) the shares represented by each certificate are transferable only as an entirety and only in connection with a simultaneous transfer of this lease;

(b) the shares shall not be sold or transferred except to the Lessor or to an assignee of this Lease after compliance with all of the provisions of Paragraph 12 of this Lease relating to assignments.

MARGINAL HEADINGS

35. The marginal headings of the several Paragraphs of this Lease shall not be deemed a part of this Lease.

CHANGES TO BE IN WRITING

36. THE PROVISIONS OF THIS lease cannot be changed orally.

IN WITNESS WHEREOF, the parties have executed this Lease.

SEAWINDS BOATOWNERS ASSOCIATION, INC.

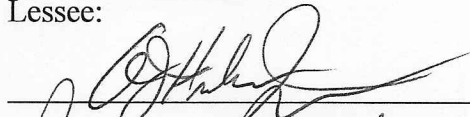
Lessor:

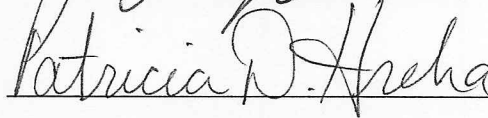
By: _____
President

By: _____
Secretary

Albert & Patricia

Lessee:

 _____ (L.S.)

 _____ (L.S.)

Witnessed:

STATE OF)
) SS.:
COUNTY OF)

On the day of , in the year , before me
personally appeared , to me know, who being by me duly
sworn, that he is the of SEAWINDS BOATOWNERS ASSOCIATION,
INC., the corporation described in and which executed the foregoing instrument; that he
knows the seal of said corporation; that it was so affixed by order of the Board of
Directors of said corporation and that he signed his name thereto by like order.

STATE OF)
) SS.:
COUNTY OF)

On the day of , in the year , before me,
personally appeared to me known and know to me to be
the individual described in and who executed the foregoing Instrument and duly
acknowledged to me that they executed the same.

SEAWINDS MAIRNA HOUSE RULES
OR AS AMENDED FROM TIME TO TIME

(a) No person shall reside within the Marina, or on any boat maintained therein. No business, trade or profession shall be conducted within or upon any Boat Slip, or on any Boat maintained therein, including the chartering of any such boat or vessel.

(b) There shall be no use of the Dock or any Boat Slip for any major mechanical repairs or maintenance to any boat or seagoing vessel or vehicle, other than sewerage pump out.

(C) There shall be no obstruction of the dock nor shall anything be stored in or upon the dock without the prior consent of the Board.

(d) No portion of the dock or other portion of the Marina shall be used or maintained for the dumping of rubbish or debris. Trash, garbage or other waste shall be kept in designated sanitary containers within the Marina or as otherwise required by the Rules and Regulations.

(e) No boat maintained within a Boat Slip shall use exterior loudspeakers other than as contained in portable radios or televisions sets.

(f) No signs shall be erected or installed in or upon the Marina or any Boat Slip without the prior consent of the Board. Tenants shall not have the right to paint or otherwise decorate or change the appearance of any portion of the exterior of the dock, finger piers or pilings. Each Tenant is responsible to promptly report to the Board any defect or need of repairs, the responsibility for which is that of the Association.

(g) Nothing shall be done or kept in any Boat Slip, boat, or in or upon the Marina, which will increase the rates of insurance of the Marina or the contents thereof beyond the rates otherwise applicable for the boats or Boat Slip, without the prior written consent of the Board. No Tenant shall permit anything to be done or kept in his Boat slip or in or upon the dock which will result in the cancellation of insurance on the Marina or the contents thereof, or which will be in violation of any law.

(h) No noxious or offensive activities shall be carried on, in or upon the dock or in any Boat Slip nor shall anything be done therein willfully or negligently which may be or become an annoyance or nuisance to the other owners in the Marina or residents in Seawinds, a Condominium.

(i) No immoral, improper, offensive or unlawful use shall be made of any Boat Slip; and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction there over shall be observed, including all terms and provisions of the Tidelands Lease and the Seawinds Lease.

(j) The Marina shall be used only for the furnishing of the services and facilities for which it is reasonably intended and suited and which are incident to the use and occupancy of the Boat Slip.

(k) All property taxes, special assessments, and other charges imposed by any taxing authority are to be assessed against the Marina as a single parcel, and shall be paid by the Association. In the event that any such taxes are not taxed on the Property as a whole, then each Owner shall pay his proportionate share thereof in accordance with his proportionate percentage of shares in the Association.

(l) The association shall have the right to remove any boat improperly docked in the Marina, without liability to any tenant or boat owner. All claims against the Association are waived and released by each tenant, guest, invitee or other user of a Boat Slip.

(m) The Association shall have the right to remove any boat improperly docked in the Marina. All boats kept within the Marina must be seaworthy. The Association may compel any Tenant to remove and repair any boat that is not seaworthy.

(n) Boats shall be operated in a safe and non-dangerous manner within the Marina. Boat speed and wakes may be regulated by the Association and fines may be levied for any violations thereof.

(o) No boat shall be anchored or moored outside of the Boat slip and in no event shall the channels or waterways be obstructed.

(p) All boats shall be of a size that may be accommodated by the Boat Slip. No boat that is too large for the Boat Slip ay be anchored in the Marina.

(q) There shall be no swimming or diving in any part of the Marina.

IN WITNESS WHEREOF, the parties have executed Lease.

SEAWINDS BOATOWNERS ASSOCIATION, INC.

ATTEST:

Lessor:

Secretary

By: _____, President

Albert & Patricia Hreha

Lessees:

WITNESSED:
