

60- 70158

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LEASE

THIS LEASE made in Broward County, Florida this 1st day of JANUARY, 1959, between ALTON W. LICK and HILDA F. LICK, his wife, of Harrisburg, Pennsylvania, herein called "LESSORS" and WEIR REALTY COMPANY, a Florida corporation of Pompano Beach, Broward County, Florida, herein called "LESSEE".

(The use herein of the plural shall include the singular and the use of the singular shall include the plural; the use of the masculine gender shall include all genders, and the use of the neuter gender shall include all genders; the use of the words "LESSOR" and "LESSEE" shall include their heirs, representatives, successors, grantees, and assigns.)

Upon the terms and conditions herein specified, and by virtue of the representations herein made, and not otherwise, the LESSORS hereby lease and let to the LESSEE the property situated in Broward County, Florida, described as follows:

A parcel of land in Government Lot Nine (9), Section Six (6), Township Forty-nine (49) South, Range Forty-three (43) East, Broward County, Florida, bounded as follows: On the north, by a line parallel to, and 1750 feet southerly from, measured at right angles to, the east and west Quarter Section line of said Section 6; on the south, by a line parallel to, and 100 feet southerly from, measured at right angles to, the north boundary of the parcel hereby described; on the west, by the west line of said Government Lot 9; and on the east, by the westerly right of way line of State Road No. A-1-A; said lands situate, lying and being in Broward County, Florida.

The terms, conditions, covenants, and agreements of this lease are as follows:

1.

Term

This lease shall begin at twelve o'clock noon on the 1st day of January, 1959, and continue for ninety-nine (99) years thereafter, unless sooner terminated.

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2.

Possession Delivery of possession of the leased premises to the Lessee shall be made on the commencement date of this lease.

3.

Taxes During the term of this lease, all taxes, including:

- (a) Taxes on the real property and the improvements situated thereon;
- (b) Special improvement liens and special assessment liens levied against the real property;
- (c) Taxes on the tangible personal property situated on the leased premises;

shall be promptly paid by the Lessee. All taxes levied and assessed for the first and last years of the term of this lease shall be pro-rated.

All taxes and special assessments required to be paid by the Lessee hereunder shall be paid and official receipts therefor, or other evidence of payment approved by Lessors, shall be furnished to Lessors not less than thirty (30) days prior to the date on which such taxes or assessments would become delinquent if not paid.

If the Lessee shall in good faith desire to contest the validity of such taxes, assessments, or other charges covered by this paragraph or section of this lease, it shall have the right to do so by furnishing Lessors, not less than thirty (30) days prior to the date on which such taxes or assessments would become delinquent if not paid, with a surety bond in double the amount of taxes or assessments contested, or with a cash bond in the amount of one hundred twenty-five (125) percent of the amount contested, such bonds being conditioned upon the payment of such taxes or assessments as shall be found due. However, in the event of such contest, no sale of certificates or of the property for such taxes, assessments, or charges shall ever be permitted to take place.

4.

Compliance with Regulations of Public Bodies The Lessee covenants and agrees that it will, at its own cost, make such improvements on the premises and perform such acts and do such things as shall be lawfully required.

by any public body having jurisdiction over said property, in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, setback requirements, and other similar requirements designed to protect the public. The Lessee shall have the right to contest by court proceeding any such requirements as shall be unlawful.

5.

Lawful use of Premises

The Lessee further covenants and agrees that said premises and all buildings and improvements placed thereon, during the term of this lease, shall be used only and exclusively for lawful purposes, and that said Lessee will not use, or suffer anyone to use, said premises or buildings for any purpose in violation of the laws of the United States, the State of Florida, or the ordinances and regulations of a municipality having jurisdiction over the leased premises, provided that a violation of this Section shall operate as a breach of this lease only in the event that the property herein described, and hereby leased, shall be closed or abated by the proper legal authorities for any illegal or immoral purpose, business, or occupation. The Lessee covenants and agrees to save the Lessors harmless from every such violation.

6.

Indemnity Against Costs and Charges

The Lessee shall be liable to the Lessors for all costs, expenses, attorneys' fees, and damages which may be incurred or sustained by the Lessors by reason of the Lessee's breach of any of the provisions of this indenture. Any sums due the Lessors under the provisions of this paragraph shall constitute a lien against the interest of the Lessee in the leased premises and all its property situated thereon to the same extent and on the same condition as delinquent rent would constitute a lien on said premises and property.

7.

Indemnification Against Claims

The Lessee shall indemnify and save harmless the Lessors from and against any and all claims, suits, actions, damages, and causes of action arising during the term of this lease, for any personal injury, loss of life, and damage to property sustained in, on, or about, the demised premises, or to the buildings and improvements placed thereon, or the appurtenances thereto, or upon the adjacent sidewalks or streets, and from and against all costs, counsel fees, expenses, and liabilities incurred in and about any such

claim, the investigation thereof, or the defense of any action, or proceeding, brought thereon, and from and against any orders, judgments and decrees, which may be entered therein.

8.

Inspection The Lessors or their agent shall have the right to enter the leased premises and the building and improvements to be constructed thereon at all reasonable hours for the purpose of inspecting the same, or for any other purposes not inconsistent with the terms or spirit of this lease; provided, however, that the Lessors in making such inspection do not disturb the occupancy of the Lessee and the subtenants of the Lessee.

9.

Sale of Lessee's Interest Lessee's interest in this lease is freely transferable and assignable, provided that at the time of such transfer and assignment and as often as the same may be made, this lease is in good standing, and provided further, that said assignment is evidenced by an instrument in writing, which among other things, shall provide that the assignee shall expressly accept and agree to all the terms and covenants in this lease agreement contained, to be kept and performed by the Lessee, duly executed and acknowledged by both assignors and assignee and duly recorded in the Office of the Clerk of the Circuit Court of Broward County, Florida, and a duplicate original of said instrument of assignment is immediately forwarded to the Lessors by Registered Mail. No assignment shall be made of this lease as to less than all of the property, but this provision shall not prevent subletting in whole or in part, nor shall it prevent the assignment by Lessee of fractional or undivided interest therein. It is distinctly covenanted and agreed that, notwithstanding anything in this lease to the contrary, in the event of any default by Lessee herein, or his assignees, Lessors shall be limited exclusively to the recovery of possession of the leased premises, together with all improvements and additions therein or thereto, all of which shall be free from all encumbrances except such as shall be executed by Lessors, and to such sums of money as may be held by Lessors as prepaid rent. It is intended hereby to limit the liability of the

Lessee and its assignees to the Lessors solely and exclusively to such sums of money as shall have been invested by it or them in the leased premises and such indebtedness as is secured by liens upon the leased premises and improvements and personal property thereon to which the Lessors have not subordinated their title. No judgment or claim growing out of any default shall be collectible or enforceable against any other property or estate of Lessee, or its assignees, other than its or their respective interests in the leasehold created hereby, except to the extent that liens to which Lessors' title is not subordinated are enforced against the leased property and additions thereto.

10.

Sale or  
Assignment  
By Lessor  
and Option  
to Purchase

The Lessors shall have the right to sell, mortgage, except as hereinafter provided, or otherwise dispose of, the underlying fee in this property subject, of course, to the terms and conditions of this lease, and shall have the right to mortgage or assign to others his right to receive money and other things of value accruing to them by reason of this lease. In the event, however, that Lessors shall decide to sell the underlying fee in this property, Lessors shall give Lessee an offer of sale stating the price and the terms upon which Lessors are willing to sell, and Lessee shall have an option for ninety (90) days from the delivery of such offer to Lessee's address, within which to accept such offer. If Lessee fails or declines to exercise the option, then Lessors may sell their interest to other parties for a price and upon terms not more favorable to the purchaser than those offered to Lessee; provided, however, that if Lessors have not sold their interest within one (1) year from the expiration date of such option to Lessee, or Lessee's rejection thereof, whichever shall first occur, then Lessors shall make no sale without making another offer of sale to Lessee, which shall give Lessee another option as herein described. In the event the original Lessors hereunder, ALTON V. LICK and HILDA F. LICK, his wife, shall desire to convey fee title to the devised premises to any relative of theirs as a gift, such conveyance shall not be deemed

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to be a sale within the provisions of this paragraph. Except in the instance of such a gift, the requirements of this paragraph shall be obligatory upon the original Lessors herein, their successors, and assigns.

11.

Statement of Condition of Lease Each side (Lessors of the one part and Lessee of the other part) hereby covenants and agrees with the other that they (or it) will, within thirty (30) days after written notice shall have been given to them, or it, by the other requiring a statement of the status of the lease, give such statement in writing and truthfully so as to show whether the lease is in good standing and if it is not, the particulars in which it is not; and failure within said period of thirty (30) days to give such written reply shall constitute a representation that the lease is in good standing, which representation any person within ten (10) days after the expiration of said thirty day period may rely upon as being true and correct. Notice and the consequent reply shall be deemed given and time shall begin to run when, respectively, said notice and the consequent reply are deposited in the continental United States Registered Mails with sufficient postage prepaid thereon to carry them to their addressed destination, and they shall be addressed to the Lessors and the Lessee at the places and in the manner prescribed as being the places and the manner of giving notice.

12.

Forfeiture If the Lessee shall fail to keep and perform any of the covenants, conditions, and agreements herein provided to be performed by said Lessee, and such default shall continue for a period of sixty (60) days from the date of receipt by Lessee of Lessors' notice by Registered Mail of the existence of such breach, then Lessors may cure such default and any monies required therefor and advanced by Lessors shall be due and payable from Lessee upon demand and shall bear interest at eight percent (8%) per annum until paid; or Lessors at their option shall have the right to treat such default as intentional, incurable, and material, and thereupon the Lessors, by notice in writing transmitted to the Lessee as herein provided for, may at their option declare

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this lease ended and without further force and effect. Thereupon, the Lessors are authorized to re-enter and re-possess the leased premises and the buildings, improvements, and personal property thereon, either with or without legal process, and the Lessee does in such event hereby waive any demand for possession of said property, and agrees to surrender and deliver up said leased premises and property peaceably to said Lessors. In the event of such forfeiture, the Lessee shall have no claim whatsoever against the Lessors by reason of improvements made upon the premises, rents paid, guaranty deposits, or from any other cause whatsoever. In the event of such forfeiture, the title and right of possession to all personal property of the Lessee usually situated on the leased premises shall automatically vest in the Lessors, free and clear of any right or interest therein by the Lessee. The provision of this paragraph shall not be construed so as to divest the Lessors, in the event of such default, of any legal right and remedy which they may have by statutory or common law, enforceable at law, or in equity, it being intended that the provision of this paragraph shall afford to the Lessors a cumulative remedy, in addition to such other remedy or remedies as the law affords a Lessor when the terms of a lease have been broken by the Lessee. Should Lessee be prevented or unable to remedy or discharge any default within a period of sixty (60) days from receipt by Lessee of Lessors' notice by Registered Mail, as provided for in Paragraph 18 hereof, by reason of or due directly to governmental restrictions, Act of God, work stoppage, or shortage of materials or labor caused by strikes or by the United States being engaged in war, then no default shall exist unless Lessee shall fail to remedy or discharge the same within sixty (60) days after the cause preventing Lessee from remedying and discharging the same shall have been removed; provided, however, that nothing shall excuse the non-payment of monies required hereunder.

13.

No Liens  
Created  
by Lessee

The Lessee covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title, and interest of the Lessors in

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and to the property covered by this lease, and that no person shall ever be entitled to any lien, directly or indirectly derived through or under the Lessee, or its agents or servants, or on account of any act or remission of said Lessee, which lien shall be superior to the title of the Lessors to the leased premises. All persons contracting with said Lessee, or furnishing materials or labor to said Lessee, or to its agents or servants, as well as all persons whomsoever, shall be bound by this provision of this lease. Should any such lien be filed, the Lessee shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. The Lessee shall, however, have the right to mortgage or otherwise encumber his leasehold interest in the premises. The Lessee shall not be deemed to be the agent of the Lessors, so as to confer upon a laborer bestowing labor upon the leased premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the leased premises, a mechanic's lien upon the Lessor's estate under the provisions of Chapter 84, F.S. 1955. The Lessee shall have the right to mortgage or otherwise encumber its leasehold interest in the premises, and nothing in this lease shall be construed as prohibiting the Lessee from acquiring furniture, furnishings, fixtures, or equipment upon title retention contract or other instrument evidencing and securing a purchase, money credit, or lien. Any mortgage executed by the Lessee covering the leased premises shall in no way affect the Lessors' interest in and to the said property, and the same shall be junior and inferior to the interest of the Lessors therein, it being expressly agreed and understood that the Lessors will join in no such mortgage except pursuant to the provisions of Paragraph 23 hereof, and that the Lessee has no power to otherwise encumber such interest of the Lessors.

14.

Operating Costs

(a) The Lessee agrees to promptly pay when due all operating, maintenance, and servicing charges and costs, including telephone, gas, electricity, water, sewer, sewer connections, and all other expenses incurred in the use and operation of the leased premises.



(b) The Lessee agrees to obtain at its expense all permits and licenses which may be required by a governmental unit in connection with the use and operation of the leased premises.

(c) Upon the Lessors' request, the Lessee shall promptly furnish to the Lessors, evidence, satisfactory to the Lessors, showing Lessee's compliance with his obligations under this paragraph.

15.

Notwithstanding Failure of the Lessors to insist upon the strict performance of any of the covenants, conditions, and agreements of this lease in any one or more instances, shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions, and agreements.

16.

Bankruptcy of Lessee Should the Lessee, at any time during the term of this lease, suffer or permit an involuntary, or voluntary petition in bankruptcy to be filed against him, or institute an arrangement proceeding under Chapter XI of the Chandler Act, or make any assignment for the benefit of its creditors, or should a receiver or trustee be appointed for the Lessee's property because of Lessee's insolvency, and said appointment not vacated within three (3) months thereafter, or should the Lessee's leasehold interest be levied on and the lien thereof not discharged within three (3) months after said levy has been made, or should the Lessee fail to promptly make the necessary returns and reports required of it by State and Federal Law, and such failure shall jeopardize Lessors' rights, or should the Lessee fail to promptly comply with all governmental regulations, both State and Federal, then, in such event, and upon the happening of either or any of said events, the Lessors shall have the right, at its election, to consider the same a material default on the part of the Lessee of the terms and provisions hereof, and, in the event of such default not being cured by the Lessee within a period of sixty (60) days from the date of the giving by the Lessors of written notice to the Lessee of the existence of such default, the Lessors shall have the option of declaring this lease terminated and the interest of the Lessee forfeited,

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or the Lessors may exercise any other options herein conferred upon them. The pendency of bankruptcy proceedings, to which the Lessee shall be a party shall not preclude the Lessors from exercising the option herein conferred upon them. In the event the Lessee, or the trustee or receiver of the Lessee's property, shall seek an injunction against the Lessors' exercise of the option herein conferred, such action on the part of the Lessee, its trustee or receiver, shall automatically terminate this lease as of the date of the making of such application. In the event the court shall enjoin the Lessors from exercising the option herein conferred, such injunction shall automatically terminate the lease. Upon the termination of the lease at the Lessors' option, and/or as herein otherwise provided, it shall become the mandatory duty of the court, as a matter of law, to require and direct the re-delivery to the Lessors of the entire leased premises and all of Lessee's property thereon situated in a summary proceeding, upon mere motion or petition of the Lessors.

17.

Statutory  
Remedies

(a) The Lessee recognizes the validity and applicability of the summary remedies provided by the statutes of the State of Florida for the protection of landlords and the enforcement of landlord's rights.

(b) The Lessee recognizes that, by virtue of the decisional law of the State of Florida, Sections 83.06 and 83.08, Florida Statutes 1955, are treated and considered as being a part of this indenture.

18.

Notices

All notices required by law and by this lease to be given by one party to the other shall be in writing and the same may be served as follows:

(a) By mail. The parties have at the foot hereof affixed their specific addresses. Said notices shall be mailed to the party at the said address, or at such other addresses as the parties may by notice in writing designate to the other.

(b) The notices may also be served by personal delivery

to the parties, or to the Lessee's agent in charge of the leased premises.

(a) Notices to assignees of the parties shall be served at their stated addresses in the same manner as service of notices upon the parties hereto.

19.

Impignoration  
of Revenue

In the event of the Lessee's breach of any of the provisions of this lease, the Lessor shall thereupon have a lien upon all revenues, income, rents, earnings, and profits from the leased premises as additional security to the Lessor for the Lessee's faithful performance of each of the terms and provisions hereof. Such liens shall be superior in dignity to the rights of the Lessee and any of his creditors or assignees or any trustee or receiver appointed for the Lessee's property, or any other person claiming under the Lessee. Upon the Lessors' termination of this lease by reason of the Lessee's default, all such revenues, income, rents, earnings, and profits derived or accruing from the leased premises from date of such termination shall constitute the property of the Lessor, and the same is hereby declared to be a trust fund and shall not constitute any asset of the Lessee or any trustee or receiver appointed for the Lessee's property. The provisions of this paragraph shall be effective without the Lessors' re-entry upon the leased premises or re-possession thereof. Provided, however, that in the event Lessors shall subordinate their title to the lien of mortgages hereinafter provided, then Lessors will also subordinate the lien described by this paragraph to further secure the indebtedness secured by such mortgage.

20.

Acceptance of  
Premises - and -  
Final Repository

The Lessors have made no representations or warranties to the Lessee other than herein contained. The Lessee has been afforded adequate opportunity to inspect the leased premises, survey the same, and is in possession of full information relating to the subject matter of this lease, prior to and at the time of the execution hereof. This agreement is the final and all-inclusive repository of all agreements and understandings of the respective parties and representations

made by each to the other.

21.

Insurance

The Lessee Covenants

(a) To keep all improvements now or hereafter

located upon the leased premises insured at Lessee's expense in favor of Lessors and Lessee as their respective interests may appear against loss or damage by fire and windstorm and extended coverage in such amounts that the insured will not be co-insurers thereof in excess of the minimum amount of deductible clauses required in policies available at a reasonable cost. The policies or certificates thereof shall be delivered to Lessors and will be renewed from time to time so that at all times such insurance protection shall continuously exist. Evidence of payment of premiums thereon shall be furnished to Lessors not less than ten (10) days prior to the due dates thereof.

(b) To carry at Lessee's cost Public Liability Insurance insuring the Lessors for a coverage of not less than \$100,000.00 for one person and with a coverage not less than \$300,000.00 for more than one person for a single occurrence. The policies or certificates thereof shall be delivered to Lessors and will be renewed from time to time so that at all times such insurance protection shall continuously exist. Evidence of payment of premiums thereon shall be furnished Lessors not less than ten (10) days prior to the due dates thereof.

22.

Demolition and  
Reconstruction

In the event Lessee shall desire to demolish improvements upon the leased premises, Lessors shall

first be given a surety bond issued by a company qualified to do business in Florida in the amount of the value of the improvements to be demolished as determined by agreement, and in the absence of agreement by arbitration in accordance with the rules then existing of the American Arbitration Association. Such bond shall be conditioned upon the construction of new improvements of the value of not less than the amount of the bond, such new construction to be completed and free of all liens within twelve (12) months after beginning demolition. Determination of the value of the improvements so constructed shall be by

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agreement, and in the absence of agreement, by arbitration in accordance with the rules then existing of the American Arbitration Association.

23.

Subordination  
of Title

(a) If the lessee is not in default hereunder, it is understood and agreed that Lessors, at any time during the term of this lease, and from time to time during the term hereof will execute with the Lessee an institutional mortgage or mortgages to obtain monies for construction purposes from a bank, insurance company, or Federal Savings and Loan Association and execute such instruments as may be required so as to subordinate the fee title to the demised premises or portions thereof, provided the Lessee complies with the terms hereof and provided the entire proceeds of such mortgage or mortgages shall be used exclusively to pay the cost of erection of improvements and/or buildings or the rebuilding, modernization, or reconstruction thereof on the said premises. The mortgage debt shall be payable in full in equal payments made not less frequently than annually over a period of not less than ten (10) years in the case of loans for reconditioning or modernization of improvements, and over a period of not less than fifteen (15) years for new construction. The mortgage shall contain a clause releasing Lessors from all personal liability for the mortgage debt, and a clause providing that Lessors shall have notice of any defaults by Lessee and that Lessors shall have a reasonable time within which to cure the same. Lessors shall not be required to sign any promissory note or other evidence of indebtedness.

(b) Any such construction shall be under the supervision of and in accordance with plans and specifications prepared by an architect qualified to practice in Florida. There shall be a firm contract for such construction by a contractor who shall be required to furnish a surety bond for the benefit of the Lessors and Lessee, such bond to be issued by a company authorized to do business in this State, payable to the Lessors and Lessee in at least the amount of the original contract price, conditioned to pay all laborers, sub-contractors, and materialmen.

(c) There shall be a construction loan agreement made with any bank in Broward County, Florida, which shall hold and disburse the construction fund to pay the cost of said improvements. Such construction loan agreement shall make the following requirements:

(1) Such fund shall be constituted as follows:

1. The proceeds of said mortgage loan.
2. Cash to be furnished by Lessee in such amount that the total construction fund shall be equal to the sum of the following items:
  - a. The contract price for the improvements.
  - b. The architect's estimated cost of equipping the building for operation diminished by the portion of such cost which is met as hereinafter provided.
  - c. The architect's fees unless a waiver of lien is filed as hereinafter provided.
  - d. All other costs of construction and costs to complete the improvement of the premises as estimated by the architect.

(2) An executed counterpart of the construction contract shall be an exhibit to the original construction loan agreement to be held by the bank, and to which shall be attached the surety bond required by sub-paragraph (b) of this Paragraph 23 hereof.

(3) In the event of any default by Lessee under the terms of said mortgage or in its obligation to construct said improvements, or of the contractor in fulfilling the construction contract, and if Lessee shall fail to complete the same, then Lessor shall have the right to use the construction fund for the completion of the improvements by the employment of another contractor or otherwise, and any costs expended

by Lessor shall be secured to it at its option by the lien of said mortgage with interest at the rate provided therein.

(d) The construction fund shall be disbursed in strict accordance with the requirements of the mortgage, and final distribution of such funds shall be made only upon the full completion of such improvements and upon a proper showing that all contractors', laborers', and materialmen's costs have been fully paid.

(e) Failure of the Lessee to pay the sums of money payable from time to time under any such mortgage shall constitute a default in the terms and provisions of this lease with forfeiture in the case of failure to correct such default within the time provided in Paragraph 12 hereof. Should foreclosure proceedings be begun to foreclose any such mortgage and such foreclosure proceedings not be dismissed and all defaults corrected within thirty (30) days after the filing of such proceedings, the Lessor shall have the right to declare this lease forfeited, terminated, null and void, and retake possession of the leased premises.

24.

Repair or  
Reconstruction  
after Casualty

In the case of loss or damage to the building or other improvements upon the leased premises, Lessee will repair or rebuild the same in such manner that the improvements shall be of the same general character and at least equal in value to the improvements before the casualty. The cost of such restoration or repair shall be paid from the insurance proceeds collected for the casualty by Lessors and Lessee and any costs in excess of such proceeds shall be borne by Lessee. The proceeds of such insurance shall be paid over to any bank in Broward County, Florida, as Trustee. Disbursements from such fund shall be made by the Trustee from time to time as the work of reconstruction or repairs shall progress whenever such payment is approved by the certificate of an architect, qualified to practice in Florida, showing application of the amount paid to such repair or reconstruction, or in lieu thereof the approval of the Lessors and Lessee; provided, however, that before any funds are so disbursed, the Trustee shall be satisfied that the funds deposited with it are sufficient to



complete the reconstruction or repair, and if the insurance proceeds are not sufficient, then Lessee shall deposit any additional funds required. In the event there shall remain any excess funds after the completion of such reconstruction or repair to a condition equal to that prior to the casualty, as to which completion the Trustee may rely upon the certificate of said architect, and if there be at that time no default on the part of the Lessee in the performance of the conditions and covenants of this lease, then such excess funds shall be paid by the Trustee to the Lessee. Lessee shall begin such reconstruction or repair of casualty within ninety (90) days after the payment of insurance proceeds therefor, but no longer than six (6) months after the casualty, and shall diligently pursue the same until completed; and failure of the Lessee to do so shall constitute a breach of this lease. Any funds remaining in the hands of the Trustee in the event of default by the Lessee shall be considered as a part of the leased premises and shall be paid by the Trustee to Lessors upon Lessee's repossession of the leased premises.

25.

Repairs and  
Maintenance

The Lessee agrees at its expense to make all repairs to the buildings and improvements now or hereafter placed upon the leased property, including electrical, plumbing, sewer, sewer connections, and all other repairs that may be required to be made on the premises. The Lessee agrees to maintain the leased property properly equipped for operation for the purposes from time to time intended in keeping with the character of improvements located thereon, to keep the personal property required therefor in good state of repair, and from time to time to replace the same as may be required to keep the leased property in good operating condition. The Lessee agrees to deliver to the Lessors upon termination of this lease all buildings, improvements, furnishings, and other personal property located on the leased premises in good state of repair and in good usable condition.

26.

Eminent  
Domain

It is further understood, intended, and agreed by and between both parties to this lease agreement

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that if at any time during the term hereof the demised premises or the improvements or buildings located thereon, or any portion thereof be taken or appropriated or condemned by reason of eminent domain, Lessors and Lessee shall defend such action jointly; and there shall be such a division by agreement between Lessors and Lessee of the proceeds and awards in such condemnation proceedings, and such abatement of rent and other adjustments made, as shall be just and equitable under the circumstances thereof, and in this connection the extent to which such taking of property by Eminent Domain shall affect the operating revenues of the Lessee shall be taken into consideration and be one of the determining factors in fixing the reduction of annual rental to be thereafter paid hereunder by the Lessee. If the Lessors and the Lessee are unable to agree upon what division of proceeds and awards, or the annual abatement of rent or other adjustments, within thirty (30) days after such an award has been made, then the matters in dispute may by appropriate proceedings be submitted to a court then having jurisdiction of the subject matter in Broward County, Florida, for its decision and final determination of the matters in dispute. The right of appeal from such decisions is not waived by either party.

If the legal title to the demised premises be wholly taken by condemnation proceedings, then and in such event this lease shall be cancelled and become null and void.

Although title to the buildings and improvements placed by the Lessee upon the demised premises will pass to the Lessors by operation of law, nevertheless, for the purposes of condemnation, the fact that the Lessee placed such buildings upon the demised premises shall be taken into account; and the deprivation of the Lessee of such buildings or improvements shall pro tanto be an item of damage in determining the portion of the condemnation award or proceeds to which the Lessee is entitled. In other words, it is definitely intended, understood, and agreed by and between the parties, and it is the intent of this paragraph of this article of this lease agreement, to make provision that in the event of any condemnation proceeding, the Lessors and Lessee herein shall share in the award of proceeds thereof to the extent that their interests

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respectively are depreciated, damaged, or destroyed, by the exercise of said right of eminent domain. And for this purpose, the fact that the Lessee has constructed or caused to be constructed and built improvements in and upon the demised premises shall be taken into consideration for its benefit. Provided, however, if such condemnation shall be for the purpose of widening State Road A1A, the following provisions shall be applicable in lieu of the foregoing:

(a) If, by reason of such widening of State Road A1A, twenty-five (25) feet or less in depth of the demised premises bordering said State Road A1A be condemned or otherwise acquired by public authorities for such purpose, then and in that event, the entire award or price obtained therefor shall be paid to and retained by the Lessee. There shall in this instance be no diminution in the amount of rent.

(b) If, on account of the widening of State Road A1A, any public authority should condemn or otherwise acquire more than twenty-five (25) feet in depth of the demised premises bordering on said State Road A1A, then and in that event, the Lessors, at their option may cause all of the award to be paid to the Lessee, in which event there shall be no diminution of rental, or they may retain the full amount of the award, in which event there shall be an appropriate diminution in the annual rental hereunder. Such diminution shall be in an amount commensurate with the damage to and diminution of the value of the leasehold. In the event the parties hereto cannot at that time agree upon the extent of such diminution of rent, then and in that event the matter in dispute shall be submitted by appropriate proceedings to the Court then having jurisdiction of such subject matter in Broward County, Florida, for its determination in accordance with the rules of procedure of said Court then obtaining. The right of appeal from any such decision is not waived by either party.

27.

Rent The Lessee hereby agrees to pay to the Lessors rent for the leased premises as follows: There shall be no rent for the first year of the term; thereafter the sum of Five Thousand Dollars (\$5,000.00) per annum, which rent shall be payable in equal annual installments in

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adverse. The first installment representing the rent for the second year of the term shall be due at the beginning of the second year of the term of this lease as defined in Paragraph 1 hereof. Said rent shall be payable to the Lessors without demand at such place as the Lessors or their agents may designate.

28.

Warranty of  
Title and  
Peaceful  
Possession

The Lessors covenant that they are seized and possessed of good title to the leased premises, and, upon the punctual and complete performance by the Lessee of the obligations herein imposed upon it, that the Lessee shall enjoy quiet and peaceful possession of the leased premises. It is understood and agreed that the demised premises are subject to a certain mortgage given by ALTON W. LICK to DELAWARE SECURITIES CORPORATION, dated August 6, 1956, recorded in the Official Record Book 700, page 222, of the public records of Broward County, Florida. Lessors covenant and agree that they will pay all sums of money required to maintain the said mortgage in good standing and eventually to satisfy the same, and in the event of the failure of Lessors so to do, Lessee may pay any such sums of money as may be required to keep said mortgage in good standing and any payment so made by Lessee shall be credited against the next payment or payments of rental due hereunder.

29.

Covenant  
to Protect  
Title

The Lessee covenants to protect the title of Lessors and to do no act nor permit any use of the leased premises which would deprive Lessors of the title to the leased premises. Any use of any portion of the leased premises for a private or public right-of-way will be subject to the term of the lease and will be terminated by the termination of the lease by expiration of the term or otherwise.

30.

General  
Provisions

(a) The prompt and punctual performance by the Lessee of the terms and provisions of this lease is of the very essence of this agreement.

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(b) This lease shall be binding upon the parties hereto,  
their heirs and assigns, respectively.  
IN WITNESS WHEREOF, the parties hereto have caused these presents to be  
executed the day and year first above written.

Signed, sealed and  
delivered in the  
presence of

Walter B. Dobbin

Ernest E. Gillman  
As to Lessors

Alton W. Lick (SEAL)  
Hilda F. Lick (SEAL)  
LESSORS

WEIR REALTY COMPANY

By Walter B. Dobbin  
Wilton M. Weir, President

Attest: William M. Weir  
William M. Weir, Secretary

LESSEES

Walter B. Dobbin  
Ernest E. Gillman  
As to Lessee

Address of Lessors

Address of Lessee

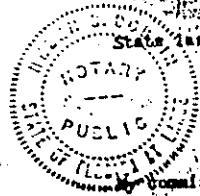
3356 Atlantic Boulevard  
Pompano Beach, Florida

STATE OF Florida  
COUNTY Duval

I HEREBY CERTIFY that on this day, before me an officer  
duly authorized in the State of Florida and County of Duval,  
to take acknowledgments, personally appeared ALTON W. LICK and HILDA F. LICK,  
his wife, to me known to be the persons described in and who executed the  
foregoing lease as Lessors, and they acknowledged before me that they executed  
the same.

WITNESS my hand and official seal in the County and

State last aforesaid, this 12th day of July, 1960.



Walter B. Dobbin  
Notary Public

Commission expires:  
Notary Public, State of Florida at Large  
My Commission Expires May 4, 1962  
Issued by American Surety Co. of N.Y.

RECORDED IN SPECIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
FRANK H. MARKS  
CLERK OF CIRCUIT COURT