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Second Lease Modification to Extend the Lease Term

THIS LEASE MODIFICATION, made and entered into this ^{4th} ~~26th~~ day of ~~August, 2012~~ ^{March 2013} by and between Columbia-BBB Westchester Shopping Center Associates, a Florida General Partnership (hereinafter called the "LANDLORD") and Tadpole Investment, Inc., a Florida corporation, (hereinafter called the "TENANT").

W I T N E S S E T H:

WHEREAS, by Lease dated the 7th day of March 2002, and First Lease Modification to Extend the Lease Term dated September 21, 2012 (hereinafter called the "Lease"), Landlord leased to Tenant certain premises located in the Westchester Shopping Center at 8561 Coral Way, Miami, Florida, for the term, at the rent, and upon the other covenants and conditions therein set forth; and

WHEREAS, Landlord and Tenant desire to modify and supplement the Lease, all as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements hereinafter contained, it is hereby covenanted and agreed by and between the parties as follows:

1. The current term of the Lease expires on March 31, 2013. Landlord and Tenant have agreed to extend the Lease expiration date to March 31, 2014. Monthly base rent payable in advance for that year shall be \$3,261.83. Operating Expenses are estimated to be \$825.00 per month.
2. Tenant agrees that, other than as stated herein, there are no unresolved complaints and/or disputes with or against Landlord, or breaches and/or defaults (or events which would constitute breaches and/or defaults with notice and after expiration of any applicable cure period) by Landlord under the Lease.

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SEP 26 2013

PLEASE INITIAL
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ZONING HEARINGS SECTION
MIAMI-DADE PLANNING AND ZONING DEPT.
BY *[Handwritten signature]*

3. In all other respects, the Lease, except as modified herein, shall remain in full force and effect and unmodified.

4. This Lease Modification shall be binding upon the parties hereto, their successors, successors in interest and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

WITNESSES:

Maiane Smith
Zaida Linares

LANDLORD:

COLUMBIA-BBB WESTCHESTER SHOPPING CENTER ASSOCIATES, a Florida general partnership
By: B.B.B. West, Inc. its partner

By: [Signature]
Gary A. Brown President

Dated: 3/4/13

TENANT:

TADPOLE INVESTMENT INC., a Florida corporation

WITNESSES:

Antonio Giordano
x [Signature]
[Signature]
Jaylin Alvarado

By: Lino Alvarado **ON HERE**
Lino Alvarado, Secretary

Dated: 2-26-2013

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SEP 26 2013

ZONING HEARINGS SECTION
MIAMI-DADE PLANNING AND ZONING DEPT.
BY [Signature]

IDEAL

MANAGEMENT COMPANY

LICENSED REAL ESTATE BROKERS

12602 NORTH KENDALL DRIVE

MIAMI, FLORIDA 33186

PHONE 305-662-8999

FAX 305-779-7774

September 24, 2012

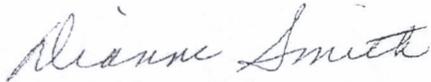
Mr. Lino Alvarado
Tadpole Investments, Inc.
Marquise Jewelry
8561 Coral Way
Miami, FL 33155

Dear Mr. Alvarado:

Enclosed is one fully executed copy of the Lease Modification extending the expiration date to March 31, 2013, for your files.

Should you have any questions, please call Patti.

Sincerely,



Dianne Smith
Assistant to Patrici J. Wynn, CSM
Manager and Leasing Agent

ds

Enc.

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ZONING HEARINGS SECTION
MIAMI-DADE PLANNING AND ZONING DEPT.
BY AS



MEMBER INTERNATIONAL COUNCIL OF SHOPPING CENTERS

IDEAL

MANAGEMENT COMPANY

LICENSED REAL ESTATE BROKERS

12602 NORTH KENDALL DRIVE

MIAMI, FLORIDA 33186

PHONE 305-662-8999

FAX 305-779-7774

TENANT CURRENT CONTACT INFORMATION

RE: PROPERTY LOCATED WESSTCHESTER SHOPPING CENTER 8561 SW
24 STREET, MIAMI, FLORIDA 33155

Dear Tenant,

My name is Irina Sokolovski Assistant Property Manager and I will be the contact for any questions and concerns of your rent payments my phone number is 305-662-8999 and my fax number is 305-779-7774.

The Landlord is requesting the following information for our records.

Contact Name for rent checks Lino Alvarado

Contact Email Address ~~o~~

Contact Phone 305 266 8420

Contact Fax 305 266 6080

Contact Name Leasing Dept _____

Contact Email Address _____

Contact Phone My Cell 786-229-6664

Contact Fax Please "Do not call my House"

Please return the current contact information sheet by fax 305-779-7774 or mail to C/O Ideal Management Company 12602 SW 88 Street, Miami, Florida 33186.



MEMBER INTERNATIONAL COUNCIL OF SHOPPING CENTERS

3. In all other respects, the Lease, except as modified herein, shall remain in full force and effect and unmodified.

4. This Lease Modification shall be binding upon the parties hereto, their successors, successors in interest and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

WITNESSES:

 Marianne Smith
 Zrinka Lovric

LANDLORD:

COLUMBIA-BBB WESTCHESTER SHOPPING CENTER ASSOCIATES, a Florida general partnership

By: B.B.B. West, Inc., its partner

By: Gary A. Brown
Gary A. Brown, President

Dated: 9/21/12

TENANT:

TADPOLE INVESTMENT INC., a Florida corporation

WITNESSES:

 Lino Alvarado

By: Lino Alvarado
Lino Alvarado, Secretary

SIGN HERE

Dated: 9-14-12

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SEP 28 2012

ZONING HEARINGS SECTION
MIAMI-DADE PLANNING AND ZONING DEPT.
BY AH

WESTCHESTER SHOPPING CENTER
STANDARD SHOPPING CENTER LEASE AGREEMENT

THIS INDENTURE OF LEASE, made on the 7th day of March 2002 between COLUMBIA-BBB WESTCHESTER SHOPPING CENTER ASSOCIATES herein called "Landlord", and Tadpole Investment, Inc., a Florida corp. d/b/a Marquise Jewelry, herein called "Tenant".

W I T N E S S E T H:

PREMISES

1.0 Leased Premises.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, the Landlord demises and leases to the Tenant, and Tenant rents from Landlord, those certain premises, now existing or hereafter to be erected in Westchester Shopping Center (herein called the "Shopping Center") in Dade County, Florida, which demised premises, described as 8561 Coral Way; Miami, Florida 33155, consists of a store space having a width of 75 feet approximately, front and rear, by a depth of 15 feet, approximately, measured from the front building line to the rear building line, containing an area of approximately 1125 square feet, herein called the "Leased Premises". The boundaries and location of the leased premises are outlined in red on the site plan of the Shopping Center, which is marked Exhibit "A" attached hereto and made a part hereof. All dimensions shall be measured from the center line of interior walls or from the exterior face of exterior walls or from building line where indentations occur.

RENT and TERM

2.0 Commencement of Rent and Term.

Tenant's obligation to pay rent shall commence on April 1, 2002; and thereafter the minimum rent shall be paid in equal monthly installments on the first day of each month in advance.

2.1 Length of Term.

The term of the lease shall be for sixty months following the commencement of the term as provided in Paragraph 2.0 hereof.

OPENING and PERFORMANCE

~~**3.0 Failure of Tenant to Open.**~~

~~In the event that the Tenant receives notice that the leased premises are ready for occupancy as herein defined and fails to take possession and to open the leased premises for business fully fixtured, stocked and staffed within the time herein provided, then the Landlord shall have in addition to any and all remedies provided the right, at its option, to collect not only the minimum annual rent herein provided, but additional rent at the rate of _____ (\$ _____) Dollars per day for each and every day that the Tenant shall fail to commence to do business as herein provided.~~

3.1 Excuse of Landlord's Performance.

Anything in this agreement to the contrary notwithstanding, providing such cause is not due to the willful act or neglect of the Landlord, the Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service, financing, any Act of God or other cause beyond the control of the Landlord.

RENT and SECURITY DEPOSIT

4.0 Minimum Annual Rent.

The minimum annual rent during the term of the lease, as the same may be increased as provided in this lease, shall be payable by Tenant in equal monthly

installments, on or before the first day of each month in advance, at the office of Landlord or at such other place designated by Landlord, without any prior demand therefor, and without any deduction or set-off whatsoever, and shall be as follows:

From 4/01/02	to ^{3/31/03} 4/01/03	\$ 30000.00 per annum	(\$ 2500.00 per month)
From 4/01/03	to 4/01/04	\$ 30900.00 per annum	(\$ 2575.00 per month)
From 4/01/04	to 4/01/05	\$ 31827.00 per annum	(\$ 2652.25 per month)
From 4/01/05	to 4/01/06	\$ 32781.84 per annum	(\$ 2731.82 per month)
From 4/01/06	to 4/01/07	\$ 33765.24 per annum	(\$ 2813.77 per month)

4.1 Amount of Deposit.

Two Thousand Nine Hundred Twenty-six and 77/100 (\$2,926.77) shall be transferred from the lease, between the parties hereto, dated February 18, 1998, Lease Modification dated June 19, 1998 and Assignment of Lease dated June 19, 1998. Said deposit shall be held by Landlord, without liability for interest, and may be commingled with other funds of Landlord, as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this lease by said Tenant to be kept and performed during the term hereof.

If at any time during the term of this lease any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, then Landlord may, at the option of Landlord (but Landlord shall not be required to), appropriate and apply any portion of said deposit to the payment of any such overdue rent or other sum.

4.2 ~~Cost of Living Index.~~

~~Beginning with the second year of the term hereof and each year thereafter during the term, or any extensions, of this lease, the rent shall be adjusted on each Rental Adjustment Date in accordance with the following:~~

~~In view of the fluctuating purchasing power of the dollar, the parties hereto desiring to adjust the rent hereunder to such purchasing power, agree that such adjustments shall be made annually on the anniversary date of the commencement of the term hereof as herein provided so as to reflect as nearly as possible such fluctuations. The parties hereto adopt as standard for measuring such fluctuations the Consumer Price Index (Revised using the 1967 average as equal to 100), United States average on all items and commodity groups, issued by the Bureau of Labor Statistics of the United States hereinafter referred to as the "Index". The Index for the month of _____ 20 _____ shall be taken as the basic standard. Rental adjustments shall be made by multiplying the annual minimum rent initially provided herein by a fraction, the numerator of which shall be the new Index figure for the month of _____ of the calendar year immediately preceding the anniversary date of the term hereof, i.e. the index for _____ 20 _____ will be the "new Index figure" for the rental adjustment beginning _____ and the denominator of which shall be the basic standard; and the result obtained shall be the annual minimum rent to be paid in monthly installments over the next year of the term. In no event will the annual minimum rent be less than the annual minimum rent provided for during the immediately preceding year.~~

~~It is understood that the above index is now being published by the Bureau of Labor Statistics of the United States Department of Labor, monthly. Should said Bureau of Labor of Statistics change the manner of computing such Index, the Bureau shall be requested to furnish a conversion factor, designed to adjust the new Index to the one previously in use, and the adjustment to the new Index shall be made on the basis of such conversion factor. Should the publication of said Index be discontinued by said Bureau of Labor Statistics, then such other Index as may be published by such Bureau most nearly approaching said discontinued Index shall be used in making the adjustments herein provided for. Should said Bureau discontinue the publication of an Index approximating the Index herein contemplated, then such Index as may be published by another United States Government Agency, as most nearly approximates the Index herein first above referred to, shall govern and be substituted as the Index to be used, subject to the application of an appropriate conversion factor to be furnished by the governmental agency publishing the adopted Index. If such governmental agency will not furnish such conversion factor, then the parties shall agree upon a conversion factor of a new Index; and, in the event~~


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~~agreement cannot be reached as to such conversion factor or such new Index, then the parties hereto agree to submit to arbitrators, in accordance with the rules of the American Arbitration Association, and judgment or decree upon the award rendered by the arbitrators may be rendered in any court having jurisdiction thereof. Provided, however, in no event shall an adjustment of the rent reduce the annual minimum rent below the annual minimum rent provided for during the immediately preceding year.~~

4.3 Florida Sales Tax.

Tenant shall pay, as additional rent, all applicable sales or use or excise taxes imposed, levied or assessed against the payment of Rent (as hereinafter defined) due hereunder by any governmental authority having jurisdiction over the Premises. The payment of such taxes shall be made by Tenant concurrently with payment of the installments of Rent due under this Lease.

OPERATING EXPENSES

5.0 Operating Expenses.

In order that the rental payable throughout the term of this Lease shall be net to Landlord, Tenant shall pay its share of Operating Expenses (as hereinafter defined).

5.1 Definitions.

(a) "Operating Expense" means all costs and expenses of whatsoever nature or kind which Landlord incurs for operating and maintaining the Building and other improvements, the parcel of land thereunder, and all appurtenances thereof relating to the project in which the Leased Premises is part (collectively hereinafter referred to as "Shopping Center"), and for Landlord's compliance hereunder, Operating Expenses shall include, without limitation, the following as applied to Shopping Center or any part thereof: all payments, salaries; wages; medical, surgical and general welfare benefits (including group health and life insurance and retirement benefits); other benefits and employer's contributions; Social Security, and payroll and other taxes and workmen's compensation insurance premiums relating thereto with respect to Landlord's employees and independent contractors; the cost of supplying and cleaning employees' uniforms and work clothes; all charges for electricity and other utilities and sewer service and rubbish removal, and taxes thereon; premiums for all insurance, including coverage upon Landlord; the cost of all supplies, tools, materials and equipment; the cost of repairs, maintenance, alterations, improvements, replacements and painting of Shopping Center, including but not limited to, repairs and maintenance of heating, air conditioning, ventilation, electrical, plumbing, elevators or other mechanical systems or facilities; cleaning and maintenance of public areas of Shopping Center, window cleaning; seal coating, striping, repairs and maintenance of parking areas and facilities; reserves for replacements, cost of capital improvements to any portion of Shopping Center which, if not made by Landlord, would result in greater or increased "Operating Expenses", imputed cost equal to the loss of rent by Landlord for making available space for on-site management, space for service by vending machines and any and all other space serving tenants generally or benefiting the building in which Leased Premises are located generally (however, none of the foregoing shall impose an obligation upon the Landlord to provide on-site management, vending machines or any other service to tenants except as otherwise specifically provided herein); depreciation of all personalty furnished and betterments made by Landlord at its expenses; management fees, legal, accounting and other professional fees and expenses; dues and expenses for trade and industry associations; administrative costs, taxes, and any and all other expenses and costs customarily treated as Operating Expenses or taxes in Shopping Centers of this nature. "Taxes" shall include, but not be limited to: (a) all real estate taxes, if any, payable (adjusted after protest or litigation, if any) for any part of the term of this Lease, on the Shopping Center, (b) any taxes which shall be levied in lieu of any taxes on the gross rentals of Shopping Center, (c) any special assessments against the Shopping Center which shall be required to be paid during the calendar year in respect to which taxes are being determined, (d) taxes, assessments and other governmental and quasi-governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of every kind or nature whatsoever applicable to any period during the term hereof, which may have been or may be assessed, levied, or imposed and/or which may become a lien upon the Shopping Center


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or any part thereof and/or upon any use or occupancy of the Leased Premises, in whole or in part, and (e) the costs and expenses (including, without limitation, attorneys' or professional fees) of contesting the amount or validity of any such taxes, charges or assessments; such expense to be applicable to the period of the item contested.

5.2 Payment of Tenant's Share of Operating Expenses.

(a) Tenant's share of Operating Expenses shall be determined by multiplying the annual Operating Expenses by a fraction the numerator of which shall be the number of square feet in the leased premises and the denominator of which shall be the square foot area of The gross leasable space in the Shopping Center, from time to time, provided, however, that any appropriate adjustments to the denominator (as to particular items) shall be made to delete the portions of the Shopping Center that maintain or pay for such items directly rather than having Landlord do so.

(b) Tenant shall pay to Landlord, as additional rent, the sum of \$ 529.69 per month on account of Tenant's share of Operating Expenses based upon Landlord's estimate of Operating Expenses. Such payment shall be due and payable on or before the first day of each month at the same time and in the same manner as rent.

(c) Landlord shall submit to Tenant, after the end of each lease year, or partial lease year, a bill for Tenant's share of actual Operating Expenses for the prior year. In the event that Tenant's share shall exceed the amount paid for the prior year, Tenant shall pay to Landlord such excess within ten (10) days following receipt thereof.

(d) Landlord may, at its option, increase Tenant's monthly payments by one-twelfth (1/12) of the excess due for the prior year.

(e) Statements hereunder shall be prepared by Landlord and shall be deemed conclusive as to Operating Expenses for the period represented thereby. At its option from time to time, Landlord's accounting may be on a cash or an accrual basis. Tenant recognizes that Landlord's Estimated Expense Computation for any calendar year may be rendered at the end of the previous calendar year or at the beginning of such calendar year. The official bill(s) to Landlord for Taxes shall be conclusive evidence as to the amount of Taxes for the period represented thereby. All calculations as to Taxes shall be made without allowance for any available discount. In the event official tax bills are not rendered for any Taxes in time for Landlord to make the Landlord's Expense Computation and Landlord's Estimated Expense Computation, Landlord may estimate such Taxes and adjust same subsequent to determination of actual Taxes.

RIDER ATTACHMENT

6.0 Rider.

A Rider, consisting of 15 pages, with sections numbered consecutively 1.0 through 25.0 and an Additional Rider, consisting of 2 pages, with sections numbered 1 through 9 are attached hereto and made a part hereof.

CONDUCT OF BUSINESS BY TENANT

7.0 Use of Premises.

Tenant shall use the leased premises solely for the purpose of conducting the business of: a store for the retail sale of fine jewelry and the service of jewelry and watch repair.

Tenant shall occupy the leased premises without delay upon commencement of the term of this lease, and shall conduct continuously in the leased premises the business above stated. Tenant will not use or permit, or suffer the use of the leased premises for any other business or purpose. Tenant shall not sell, display or advertise any other merchandise not specifically permitted by this Paragraph 7.0, nor shall conduct any auction, fire, going out of business or bankruptcy sale in the leased premises without the prior written consent of Landlord.

MISCELLANEOUS

8.0 Broker's Commission.

Each of the parties represent and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this

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lease, except as listed below, and each of the parties agrees to indemnify the other against, and hold it harmless from, all liabilities arising from any such claim (including, without limitation, the cost of counsel fees in connection therewith) except as follows:
(See Disclosure Statement)

8.1 Notice.

(a) Any notice by Tenant to Landlord must be served by certified or registered mail, return receipt requested, postage prepaid, addressed to Landlord at the following address: IDEAL MANAGEMENT COMPANY, 5901 S.W. 74 Street, Suite 407, Miami, Florida 33143 or at such other address as Landlord may designate by written notice.

(b) After commencement of the term hereof any notice by Landlord to Tenant shall be served by certified or registered mail, return receipt requested, postage prepaid, addressed to Tenant at the leased premises or at such other address as Tenant shall designate by written notice or by delivery by Landlord to the leased premises or to such other address. Prior to the commencement of the term hereof such notice may be given by Landlord by such mail or delivery at the following address: 5125 SW 62 Avenue; Miami, FL 33155

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this lease as of the day and year first above written.

Signed, sealed and delivered in the presence of:

COLUMBIA-BBB WESTCHESTER SHOPPING CENTER ASSOCIATES, a Florida general partnership
By: B.B.B. WEST, INC., a Florida corp., its partner

Brenda Reid
AS TO LANDLORD

Gary A. Brown
Gary A. Brown, President

TENANT
TADPOLE INVESTMENT, INC., a Fla. corp.
d/b/a Marquise Jewelry

Cathia Cruz
Brenda Reid
AS TO TENANT

Lino Alvarado
Lino Alvarado, ~~President~~ SECRETARY

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RIDER

PARKING AND COMMON USE AREAS AND FACILITIES

RIDER 1.0 Control of Common Areas by Landlord.

All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Landlord in or near the Shopping Center, including employee parking areas, the truck way or ways, loading docks, package pick-up stations, mall, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, first-aid stations, comfort stations and other areas and improvements provided by Landlord for the general use, in common, of tenants, their officers, agents, employees and customers, shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this paragraph. Landlord shall have the right to construct, maintain and operate lighting facilities on all said areas and improvements; to police the same; from time to time to change the area, level, location and arrangement of parking areas and other facilities hereinabove referred to; to restrict parking by tenants, their officers, agents and employees to employee parking areas and to enforce parking charges (by operation of meters or otherwise). Landlord shall have the right to close all or any portion of said areas or facilities to such extent as may, in the opinion of Landlord's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any of the parking areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees and customers. Landlord shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities.

RIDER 1.1 License.

All common areas and facilities not within the leased premises, which Tenant may be permitted to use and occupy, are to be used and occupied under a revocable license, and if any such license be revoked, or if the amount of such areas be diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation or diminution of such areas be deemed constructive or actual eviction.

RIDER 1.2 Use of Additional Areas.

The use and occupation by the Tenant of the leased premises shall include the use in common with others entitled thereto of the common areas, employees' parking areas, service roads, malls, loading facilities, sidewalks and customer car parking areas as such common areas now exist or as such common areas may hereafter be constructed, and other facilities as may be designated from time to time by the Landlord, subject however to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by the Landlord.

ADDITIONAL RENT

RIDER 2.0 Additional Rent

In order to give Landlord a lien of equal priority with Landlord's lien for rent, and for no other purpose, any and all sums of money or charges required to be paid by Tenant under the lease, including but not limited to rent, maintenance and operation, taxes, late charges and attorney fees, whether or not the same be so designated, shall be considered "additional rent". If such amounts or charges are not paid at the time provided in this lease, they shall nevertheless, if not paid when due, be collectible as additional rent within the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge as the same becomes due and payable hereunder, or limit any other remedy of the Landlord.


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CONSTRUCTION OF LEASED PREMISES

RIDER 3.0 Acceptance by Tenant.

Tenant has inspected the leased premises and accepts same in its existing condition. No repair work, alterations, or remodeling of the leased premises is required to be done by Landlord as a condition of lease, except as set forth on Exhibit "B" attached hereto, if any.

RIDER 3.1 Changes and additions to Buildings.

Landlord hereby reserves the right at any time to perform maintenance operations and to make repairs, alterations or additions to and to build additional stories on the building in which the leased premises are contained and to build adjoining the same. Landlord also reserves the right to construct other buildings or improvements, including, but not limited to, structures for motor vehicle parking and the enclosing and air conditioning of sidewalks, in the Shopping Center from time to time and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to build adjoining same. Tenant agrees to cooperate with Landlord in permitting Landlord to accomplish any such maintenance, repairs, alterations additions or construction and agrees that Tenant will remove and replace, at Tenants expense, any fixtures and equipment used or controlled by Tenant, including but not limited to signs, and air conditioning equipment which may be necessary to be removed in the prosecution of Landlord's work in making such alterations or additions or in such construction or in such maintenance or repairs and Tenant agrees to do so promptly upon request of Landlord, it being understood that Landlord in any such case shall give not less than fifteen (15) days notice of the necessity for such removal.

RIDER 3.2 Right to Relocate.

The purpose of the site plan attached hereto as Exhibit "A" is to show the approximate location of the leased premises. Landlord reserves the right at any time to add to or reduce or to relocate the various building, automobile parking areas, and other common areas as shown on said site plan.

RIDER 3.3 Operation of Business

Tenant shall operate one hundred (100%) percent of the leased premises during the entire term of this lease with due diligence and efficiency so as to produce all of the gross sales which may be produced by such manner of operation. Subject to inability by reason of strikes or labor disputes, Tenant shall carry at all times in said premises a stock of merchandise of such size, character and quality as shall be reasonably designed to produce the maximum gross sales. Tenant shall conduct its business in the leased premises during regular customary days and hours for such type of business in the Shopping Center, and will keep the leased premises open for business during the same days, nights, and hours as the majority of the other stores located in the Shopping Center. Tenant shall install and maintain at all times displays of merchandise in the display windows (if any) of the leased premises. Tenant shall keep the display windows and signs, if any, in the leased premises well lighted during the hours from sundown to 11:00 o'clock P.M. Tenant shall not perform any acts or carry on any practices which may damage the Shopping Center buildings or improvements or be a nuisance or menace to other tenants in the Shopping Center or their customers, employees or invitees.

RIDER 3.4 Storage, Office Space.

Tenant shall warehouse, store and/or stock in the leased premises only such goods, wares and merchandise as Tenant intends to offer for sale at retail, at, in, from or upon the leased premises. This shall not preclude occasional transfers of merchandise to the other stores of Tenant, if any, not located in the Shopping Center. Tenant shall use for office, clerical or other non-selling purposes only such space in the leased premises as is from time to time reasonably required for Tenant's business in the leased premises.

SECURITY DEPOSIT

RIDER 4.0 Use and Return of Security Deposit

In the event of the failure of Tenant to keep and perform any of the terms, covenant and conditions of this lease to be kept and performed by Tenant, then the

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Landlord at its option may, appropriate and apply said entire deposit, or so much thereof as may be necessary, to compensate the Landlord for all loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Should the entire deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable by Tenant hereunder, then Tenant shall, upon the written demand of Landlord forthwith remit to Landlord a sufficient amount in cash to restore said security to the original sum deposited, and Tenants failure to do so within three (3) days after receipt of such demand shall constitute a breach of this lease. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Tenant to Landlord hereunder, the said deposit shall be returned in full to Tenant at the end of the term of this lease, or upon the earlier termination of this lease.

RIDER 4.1 Transfer of Deposit

Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the leased premises, in the event that such interest be transferred, and thereupon Landlord shall be discharged from any further liability with respect to such deposit.

SIGNS, AWNINGS, CANOPIES, FIXTURES, ALTERATIONS

RIDER 5.0 Installation by Tenant.

All fixtures installed by Tenant shall be new or completely reconditioned. Tenant shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any exterior signs, exterior lighting, plumbing fixtures, shades or awnings or make any changes to the store front without first obtaining Landlord's written approval and consent. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought.

RIDER 5.1 Removal and Insurance by Tenant.

All alterations, decorations, additions and improvements made by the Tenant, or made by the Landlord on the Tenant's behalf by agreement under this lease shall remain the property of the Tenant for the term of the lease, or any extension or renewal thereof. The Tenant shall at all times maintain fire insurance with extended coverage in the name of the Landlord and the Tenant, in an amount adequate to cover the cost of replacement of all alterations, decorations, additions or improvements in the event of fire or extended coverage loss. Tenant shall deliver to the Landlord certificates of such fire insurance policies which shall contain a clause requiring the insurer to give the Landlord ten (10) days notice of cancellation or material change therein of such policies. Such alterations, decorations, additions and improvements shall not be removed from the premises without prior consent in writing from the Landlord. Upon expiration of this lease, or any renewal term thereof, the Tenant shall remove all such alterations, decorations, additions and improvements, and restore the leased premises as provided for herein. If the tenant fails to remove such alterations, decorations, additions and improvements and restore the leased premises, then upon the expiration of this lease, or any renewal thereof, and upon the Tenant's removal from the premises, all such alterations, decorations, additions and improvements shall become the property of the Landlord and in such event should Landlord so elect, Landlord may restore the premises to its original condition and the cost of which, with allowance for ordinary wear and tear, Tenant shall be responsible and shall pay promptly upon demand.

RIDER 5.2 Signs, Awnings and Canopies.

(a) Tenant will not place or permit to be placed or maintained on any exterior door, wall or window of the leased premises any sign, awning, or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door, nor will any illuminated sign be placed in the window display area of the leased premises without first obtaining Landlord's written approval and consent. Failure of Landlord to object to a sign installed without Landlord's approval shall not be construed as approval of same.

(b) Tenant shall promptly erect a sign on the exterior wall and facade of leased premises within the area designated by Landlord and, if there is a canopy in front of leased premises, shall erect a sign below the canopy. Tenant further agrees

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that such signs, canopy, decoration, lettering, advertising matter or other things as may be approved shall be maintained in good condition and repair at all times and shall conform to the criteria established from time to time by Landlord for the section of the Shopping Center within which leased premises is located.

(c) Should Tenant refuse to permit Landlord or Landlord's agents to install the above said sign, or should Tenant remove or relocate or permit others to do so, Tenant shall pay a penalty of ten dollars (\$10.00) per day to Landlord, as agreed to liquidated damages for each day or partial day that such sign remains uninstalled.

MAINTENANCE OF LEASED PREMISES AND AIR CONDITIONING

RIDER 6.0 Maintenance by Tenant.

(a) Tenant shall at all times keep the leased premises (including maintenance of exterior entrances, all glass and all glass and show window moldings) and all partitions, doors, fixtures, equipment and appurtenances thereof (including lighting, heating and plumbing fixtures, escalators, elevators, electrical equipment and any air conditioning system) in good order condition and repair (including reasonable periodic painting as determined by Landlord), damage by unavoidable casualty excepted, except for structural portions of the premises, which shall be maintained by Landlord, but if Landlord is required to make repairs to structural portions by reason of Tenants negligent acts or omission to act, Landlord may add the cost of such repairs to the rent which shall thereafter become due. It is understood that the maintenance of all utility lines and appurtenances from the leased premises of the points at which such utility lines and appurtenances serving only the leased premises connect into main utility lines serving portions of the Shopping Center other than the leased premises are not for the purposes hereof part of the structural portions of the Shopping Center. Tenant shall keep the interior and exterior of all doors and show windows clean and neat. In the event Tenant fails to do so, Landlord may clean said doors and show windows and charge Tenant for cost thereof.

(b) Tenant shall keep in force throughout the term of this lease a maintenance contract written by an air conditioning maintenance company approved by Landlord. Air conditioning facilities shall be maintained in such a manner that any water emitted from said facilities shall not be permitted to run onto the roof of the building of which the leased premises is a part or onto the public areas adjacent to said building.

(c) Any structure supporting or enclosing any equipment serving the leased premises shall be maintained by Tenant.

(d) Tenant shall maintain the leased premises with appurtenances thereto in such condition to prevent damages, actual or consequential, to adjoining buildings and tenants. Tenant shall be responsible for, and shall indemnify and hold harmless the Landlord for, any and all costs and expenses resulting from such damage, actual or consequential, resulting from Tenants failure to properly maintain the leased premises and appurtenances thereto.

RIDER 6.1 Maintenance by Landlord

If Tenant fails, refuses or neglects to repair properly, the leased premises or appurtenances thereto, as required hereunder and to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may make such repairs without liability to Tenant for any loss, or damage that may occur to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay Landlord's costs for making such repairs plus twenty (20%) percent for overhead, upon presentation of bill therefor, as additional rent. Said bill shall include interest at eighteen (18%) percent on said cost from the date of completion of repairs by Landlord. In the event that Landlord shall undertake any maintenance or repair in the course of which it shall be determined that such maintenance or repair work was made necessary by the negligence or willful act of Tenant or any of its employees or agents or that the maintenance or repair is, under the terms of this lease, the responsibility of the Tenant, Tenant shall pay Landlord's costs therefor plus overhead and interest as above provided in this paragraph.

RIDER 6.2 Surrender of Premises.

At the expiration of the tenancy hereby created, Tenant shall surrender the leased premises in the same condition as the leased premises were in upon delivery

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of possession thereto under this lease, reasonable wear and tear and damage by unavoidable casualty excepted, and shall surrender all keys for the leased premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the leased premises. Tenant shall remove all its trade fixtures, and any alterations or improvements as provided, before surrendering the premises as aforesaid and shall repair any damage to the leased premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease. If Tenant fails to comply with the provisions of this Paragraph, then Tenant shall be obligated to reimburse Landlord for all expenses incurred as additional rent due hereunder.

RULES AND REGULATIONS

RIDER 7.0 Rules and Regulations

(a) The Tenant agrees as follows:

(1) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Landlord.

(2) The delivery or shipping of merchandise, supplies and fixtures to and from the leased premises shall be subject to such rules and regulations as in the judgment of the Landlord are necessary for the proper operation of the leased premises or Shopping Center.

(3) All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the premises and prepared for collection in the manner and at the times and place specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish. Failure of Tenant to pay for waste removal when due shall be deemed a breach of this lease.

(4) No radio or television or other similar device shall be installed without first obtaining in each instance the Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the premises, or on the grounds, without in each instance, the written consent of the Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time.

(5) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the premises without the prior written consent of the Landlord.

(6) The outside areas immediately adjoining the premises shall be kept clean and free from dirt and rubbish by the Tenant to the satisfaction of the Landlord and Tenant shall not place or permit any obstruction or merchandise in such areas.

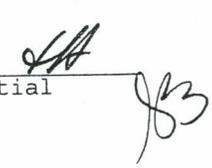
(7) Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for that purpose by Landlord. Tenant shall furnish Landlord with State automobile license numbers assigned to Tenant's car or cars and cars of Tenant's employees within five (5) days after taking possession of the premises and shall thereafter notify the Landlord of any changes within five (5) days after such changes occur. In the event that the Tenant or its employees fail to park their cars in designated parking areas as aforesaid, then the Landlord at its option may charge the Tenant ten dollars (\$10.00) per day or partial day per car parked in any areas other than those designated, as and for liquidated damage.

(8) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it.

(9) Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.

(10) Tenant shall not burn any trash or garbage of any kind in or about the leased premises or the Shopping Center.

(11) Tenant shall keep the leased premises free from nuisances, noises

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or odors objectionable to the public, to other tenant or to the Landlord.

(b) Landlord reserves the right from time to time to suspend, amend or supplement the foregoing rules and regulations, and to adopt and promulgate additional rules and regulations applicable to the leased premises. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to the Tenant. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord, provided that such rules and regulations shall be reasonable and shall apply uniformly to all tenants of the Shopping Center.

INSURANCE AND INDEMNITY

RIDER 8.0 Liability Insurance

Tenant shall, during the entire term hereof, keep in full force and effect, a policy of public liability and property damage insurance with respect to the leased premises and the business operated by Tenant and any subtenants of Tenant in the leased premises in which the limits of public liability and property damage shall not be less than \$500,000 per occurrence. The policy shall name Landlord, any person, firms or corporations designated by Landlord, and Tenant, as insured, and shall contain a clause that insurer will not cancel or materially change the insurance without first giving the Landlord ten (10) days prior written notice. The insurance shall be in an insurance company approved by Landlord and a copy of the policy or a certificate of insurance shall be delivered to Landlord.

RIDER 8.1 Plate Glass Insurance

Tenant shall, during the entire term hereof, keep in full force and effect a policy of plate glass insurance covering all the plate glass of the leased premises. The policy shall name Landlord and any person, firm or corporation designated by Landlord and Tenant as insured and shall contain a clause that the insured will not cancel or materially change the insurance without first giving the Landlord ten (10) days prior written notice. The insurance shall be in an insurance company approved by the Landlord and a copy of the policy or a certificate of insurance shall be delivered to Landlord.

RIDER 8.2 Increase In Fire Insurance Premium.

Tenant agrees that it will not keep, use, sell or offer for sale in or upon the leased premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance that may be charged during the term of this lease on the amount of such insurance which may be carried by Landlord on said premises or the building of which they are a part, resulting from the type of merchandise sold by Tenant in the leased premises, whether or not Landlord has consented to the same. In determining whether increased premiums are the result of Tenant's use of the leased premises, a schedule, issued by the organization making the insurance rate on the leased premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the leased premises. Tenant agrees to promptly make, at Tenant's cost, any repairs, alterations, changes and/or improvements to equipment in the leased premises required by the company issuing Landlord's fire insurance.

In the event Tenant's occupancy and/or method of operation causes any increase of premium for the fire, boiler and/or casualty rates on the leased premises or any part thereof above the rate for the least hazardous type of occupancy legally permitted in the leased premises, the Tenant shall pay the additional premium on the fire, boiler and/or casualty insurance policies by reason thereof. The Tenant also shall pay in such event, any additional premium on the rent insurance policy that may be carried by the Landlord for its protection against rent loss through fire or other casualty. Bills for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be additional rent.

RIDER 8.3 Indemnification of Landlord.

Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the leased premises, or the occupancy or use by Tenant of the leased

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premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees or concessionaires. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation. Tenant shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in enforcing the covenants and agreements in this lease.

RIDER 8.4 Plate Glass.

The replacement of any plate glass damaged or broken from any cause whatsoever in and about the leased premises shall be Tenant's responsibility.

RIDER 8.5 Boiler Insurance.

The Tenant hereby authorizes the Landlord to obtain boiler broad form insurance, if any is applicable, in the amount of \$50,000 naming the Tenant and Landlord as insured. Bills for the premiums therefor shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed additional rent.

UTILITIES

RIDER 9. Utility Charges.

Tenant shall be solely responsible for and promptly pay all charges for water, gas, electricity or any other utility used or consumed in the leased premises. Should Landlord elect to supply the water, gas, electricity or any other utility used or consumed in the leased premises. Tenant agrees to purchase and pay for the same as additional rent. In no event shall Landlord be liable for an interruption or failure in the supply of any such utilities to the leased premises. Should Tenant fail to pay any such utility charges, Landlord may (but shall not be obligated to) pay same and collect same from tenant as additional rent.

OFFSET STATEMENT, ATTORNMENT, SUBORDINATION

RIDER 10.0 Offset Statement.

In the event that, upon any sale, assignment or hypothecation of the leased premises and/or the land thereunder, Tenant is requested in writing to furnish an offset statement, Tenant agrees to promptly deliver, in recordable form, such an offset statement certifying that his lease is in full force and effect and that there are no defenses or offsets or defaults claimed by the Tenant. In the event Tenant refuses to promptly execute the certificate or instrument required hereunder, Landlord may, at its option, cancel this lease without incurring any liability on account thereof and the term hereby granted is expressly so limited.

RIDER 10.1 Attornment.

Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power or sale under any mortgage made by the Landlord covering the leased premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this lease.

RIDER 10.2 Subordination.

This lease is subordinate to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against land and the buildings of which the leased premises are a part or upon any buildings hereafter placed upon the land of which the leased premises are a part, and to all advances made or hereafter to be made upon the security thereof. This section shall be self-operative and no further instrument of subordination shall be required by any mortgage, however, upon request of Landlord Tenant will execute a written subordination agreement.

ASSIGNMENT AND SUBLETTING

RIDER 11.0 Landlord's Consent Required.

Tenant shall not voluntarily or by operation of law assign, transfer, mortgage or otherwise encumber all or any part of Tenant's interest in this Lease, Tenant's

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fixtures or in the Demised Premises, and shall not sublet all or any part of the Demised Premises, and, if Tenant is a corporation, shall not permit a transfer of effective voting control of Tenant without the prior written consent of Landlord in each instance. Landlord's consent shall not be unreasonably withheld provided Landlord is assured that substantially the same type, class, nature and quality of business, merchandise, services and management, including without limiting the generality of the foregoing, similarity and nature, type, quality, retail price structure and volume of merchandise, goods or services sold or offered for sale, and prestige, reputation and financial soundness of ownership and management, is maintained and will continue to be furnished in a manner compatible with the high standards contemplated by this Lease, and provided, further, that each and every covenant, condition or obligation imposed upon Tenant by this Lease, and each and every right, remedy or benefit offered Landlord by this Lease, is not thereby impaired or diminished. Notwithstanding assignor's continuing liability hereunder, the financial ability of any proposed assignee and of the required sureties shall be deemed to be material in Landlord's consideration of any proposed assignment hereunder. Any attempted assignment, transfer, mortgage, encumbrance, or subletting without such consent shall, at the option of Landlord, constitute grounds for termination of this Lease or an event of default of this Lease. Landlord shall have the right to require Tenant to furnish Landlord with any information requested by Landlord relating to proposed assignee's financial condition, the financial condition of proposed assignee's other business operations, the proposed assignee's business history and background, including that of the principals, and the financial condition of any required sureties. If it shall be determined that Landlord's consent be unreasonably withheld, Landlord shall in no event be liable for any money judgment by reason hereof.

RIDER 11.01 No Release of Tenant.

No subletting or assignment, even with the consent of Landlord, shall relieve Tenant of its obligation to pay the rent and to perform all of the other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment or subletting.

RIDER 11.02 Written Instrument.

Each subletting or assignment to which Landlord has consented shall be by an instrument in writing in form satisfactory to Landlord, and shall be executed by the sublessor or assignor and by the sublessee or assignee in each instance, as the case may be, and each sublessee or assignee shall agree in writing for the benefit of the Landlord herein to assume, to be bound by, and to perform the terms, covenants and conditions of this Lease to be done, kept and performed by the Tenant. One executed copy of such written instrument shall be delivered to the Landlord.

RIDER 11.03 Assignor's Interest in the Assigned Lease.

In the event this Lease is assigned, with the Landlord's consent, then upon said assignment and the assumption by the assignee of the Lease, the Tenant (assignor) shall have no further interest under this Lease and/or in the Demised Premises, notwithstanding any subsequent failure by the assignee of the Lease in paying any rent due thereunder.

RIDER 11.04 Attorneys' Fees to Approve Assignment or Sublet.

Tenant shall be responsible to pay to Landlord reasonable attorneys' fees for costs incurred by Landlord relating to assignment of this Lease or subletting of this Lease, said payment being due from Tenant to Landlord simultaneously with the granting of Landlord's consent.

WASTE, GOVERNMENTAL REGULATIONS

RIDER 12.0 Waste or Nuisance.

Tenant shall not commit or suffer to be committed any waste upon the leased premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the Shopping Center.

RIDER 12.1 Government Regulations.

Tenant shall, at Tenant's sole cost and expense, comply with all of the

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requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force. Tenant shall pay his proportionate share of all fees, costs, charges, impositions, assessments and expenses, or any of them charged against, or incurred by Landlord, for the benefit of the property, of which the Demised Premises are a part, which is required to comply with any law, rule, regulations, requirement or ordinance of any public utility, governmental entity or governmental agency, such as, and including but not limited to, water and sewer expansion and hook-up fees, charges and cost.

ADVERTISING

RIDER 13.0 Change of Name.

Tenant agrees not to change the advertised name of the business operated in the leased premises without the written permission of Landlord.

RIDER 13.1 Solicitation of Business.

Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas. nor shall Tenant distribute any handbills or other advertising matter on automobiles parked in the parking area or in other common areas.

DESTRUCTION OF LEASE PREMISES

RIDER 14.0 Total or Partial Destruction.

If the leased premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable in whole or in part; Landlord shall at its own expense cause such damage to be repaired, and the rent and other charges shall not be abated. If by reason of such occurrence, the premises shall be rendered untenable only in part. Landlord shall at its own expense cause the damage to be repaired, and the minimum annual rent meanwhile shall be abated proportionately as to the portion of the premises rendered untenable. If the premises shall be rendered wholly untenable by reason of such occurrence, the Landlord shall at its own expense cause such damage to be repaired, and the minimum annual rent meanwhile shall be abated in whole, except the Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days after said occurrence, to elect not to reconstruct the destroyed premises, and in such event this lease and the tenancy hereby created shall cease as of the date of the said occurrence. Nothing in this Paragraph shall be construed to permit the abatement in whole or in part of the percentage rent, nor charges for maintenance and operation attributable to any period during which the Demised Premises shall be in tenantable condition.

RIDER 14.1 Partial Destruction of Shopping Center.

In the event that fifty (50%) percent or more of the rentable area of the Shopping Center shall be damaged or destroyed by fire or other cause, notwithstanding that the leased premises may be unaffected by such fire or other cause, Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days after said occurrence, to elect to cancel and terminate this lease. Upon the giving of such notice to Tenant, the term of this lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the leased premises and surrender the same to Landlord.

EMINENT DOMAIN

RIDER 15.0 Total Condemnation.

If the whole of leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals and other charges shall be paid up to that date and Tenant shall have no claim against Landlord or any condemnation award for the value of any unexpired term of this lease.


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RIDER 15.1 Partial Condemnation.

If any part of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the leased premises unsuitable for the business of the Tenant, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding and Tenant shall have no claim against Landlord or any condemnation award for the value of any unexpired term of this lease. In the event of a partial taking or condemnation which is not extensive enough to render the premises unsuitable for the business of the Tenant, then Landlord shall promptly restore the leased premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this lease shall continue in full force and effect except that the minimum annual rent shall be reduced in proportion to the leased premises lost in the taking.

RIDER 15.2 Landlord's Damages.

In the event of any condemnation or taking as hereinbefore provided, whether whole or in part, the Tenant shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and Landlord is to receive the full amount of such award, the Tenant hereby expressly waiving any right or claim to any part thereof.

RIDER 15.3 Tenant's Damages.

Although all damages in the event of any condemnation are to belong to the Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or the fee of the leased premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenants business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

DEFAULT OF THE TENANT

RIDER 16.0 Right to Re-Enter.

In the event of any failure of Tenant to pay any rental or other payment due hereunder within three (3) days after the same shall be due or any failure to perform any other of the terms, conditions or covenants of this lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been mailed to Tenant, or if Tenant shall become bankrupt or insolvent, or file any debtor proceedings, or take or have taken against Tenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Tenant shall abandon said premises, or suffer this lease to be taken under any writ or execution, then Landlord, besides other rights or remedies it may have, shall have the immediate right to terminate this lease or the Tenant's right of possession, the right of re-entry and may remove all persons and property from the leased premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant all without service or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

RIDER 16.1 Right to Relet.

Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may from time to time without terminating this lease, make such alterations and repairs as may be necessary in order to relet the premises, and relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable: upon each such reletting all rentals received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second,

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to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Landlord shall be construed as an election on its part to terminate this lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this lease for such previous breach.

RIDER 16.2 Expenses of Enforcement.

In the event any payment due Landlord under this lease shall not be paid on the due date, Tenant agrees to pay a per diem late charge of ten dollars (\$10.00) for each and every day in which any payment remains unpaid. In the event that any check, bank draft, order for payment or negotiable instrument given to Landlord for any payment under this lease shall be dishonored for any reason whatsoever not attributable to Landlord. Landlord shall be entitled to make an administrative charge to Tenant of fifty dollars (\$50.00) Dollars. In the event that it shall be necessary for Landlord to give more than one (1) written notice to Tenant of any violation of this lease, Landlord shall be entitled to make an administrative charge to Tenant of fifty dollars (\$50.00) for each such notice. Tenant recognizes and agrees that the charges which Landlord is entitled to make upon the conditions stated in this Paragraph represent, at the time this lease is made, a fair and reasonable estimate and liquidation of the costs to Landlord in the administration of the Shopping Center resulting to Landlord from the events described which costs are not contemplated or included in any rental or other charges provided to be paid by Tenant to Landlord in this lease. Landlord, at its option, may forthwith apply a portion or all of the security deposit to expenses incurred hereunder.

RIDER 16.3 Legal Expenses.

In the event that it shall become necessary for Landlord to employ the services of an attorney to enforce any of its rights under this lease or to collect any sums due to it under this lease or to remedy the breach of any covenant of this lease on the part of the Tenant to be kept or performed, regardless of whether suit be brought, Tenant shall pay to Landlord such reasonable fee as shall be charged by Landlord's attorney for such service. Should suit be brought for the recovery of possession of the leased premises, or for rent or any other sum due Landlord under this lease, or because of the breach of any of Tenant's covenants under this lease, Tenant shall pay to Landlord all expenses of such suit, including a reasonable attorney's fee. Landlord, at its option, may forthwith apply a portion or all of the security deposit to expenses incurred hereunder.

ACCESS BY LANDLORD

RIDER 17.0 Right of Entry.

Landlord or Landlord's agents shall have the right to enter the leased premises at all times to examine the same, and to show them to prospective purchasers or lessees of the building, and to make such repairs, alterations, improvements or additions as Landlord may deem as necessary or desirable, and Landlord shall be allowed to take all material into and upon said premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part and the rent reserved shall in no way abate while said repairs, alterations, improvements, or additions are being made unless Tenant is prevented from operating leased premises in whole or in part, in which event rent shall be proportionately abated during said period. During the six (6) months prior to the expiration of the term of this lease or any renewal term, Landlord may exhibit the premises to prospective tenants or purchasers, and place upon the premises the usual notices "To Let" or "For Sale" which notices Tenant shall permit to remain thereon without molestation. If Tenant shall not be personally present to open and permit an entry into said premises, at any time, when for any reason an entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the same without

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in any manner affecting the obligations and covenants of this lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the building or any part thereof, except as otherwise herein specifically provided.

TENANT'S PROPERTY

RIDER 18.0 Taxes or Liens on Leasehold.

Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes or liens assessed during the term of this lease against any leasehold interest or personal property of any kind, owned by or placed, upon or about the leased premises by the Tenant.

RIDER 18.1 Loss and Damage.

Landlord shall not be liable for any damage to property of Tenant or of others located on the leased premises nor for loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the leased premises or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by another cause of whatsoever nature. Landlord shall not be liable for any such damage caused by other tenants persons in the leased premises, occupants of adjacent property, of the Shopping Center, or the public, or caused by operations in construction of any private, public or quasi-public work. Landlord shall not be liable for any latent defect in the leased premises or in the building of which they form a part. All property of Tenant kept or stored on the leased premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carriers.

RIDER 18.2 Notice by Tenant.

Tenant shall give immediate notice to Landlord in case of fire or accidents in the leased premises or in the building of which the leased premises is a part or of defects therein or in any fixtures or equipment.

HOLDING OVER, SUCCESSORS

RIDER 19.0 Holding Over

Any holding over after the expiration of the term hereof, with the consent of Landlord, shall be construed to be a tenancy from month to month at the rent herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

RIDER 19.1 Successors.

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No right, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided for herein. Nothing contained in this lease shall in any manner restrict Landlord's right to assign or encumber this lease and, in the event Landlord sells its interest in the Shopping Center and the purchaser assumes Landlord's obligations and covenants, Landlord shall thereupon be relieved of all further obligations hereunder.

QUIET ENJOYMENT

RIDER 20.0 Landlord's Covenant.

Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through

Initial 

or under the Landlord, subject, nevertheless, to the terms and conditions of this lease.

MISCELLANEOUS

RIDER 21.0 Waiver.

The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this lease. other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this lease shall be deemed to have been waived by Landlord, unless such waiver be in writing by Landlord.

RIDER 21.1 Entire Agreement.

The lease and the Exhibits. and this Rider attached thereto and forming a part thereof, set forth all the covenants, promises, agreements, conditions and understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, change or addition to the lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

RIDER 21.2 No Partnership.

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint adventurer or a member of a joint enterprise with Tenant. The provisions of this lease relating to the percentage rent payable hereunder are included solely for the purpose of providing a method whereby the rent is to be measured and ascertained.

RIDER 21.3 Force Majeure.

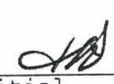
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure madeiras, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this paragraph shall not operate to excuse Tenant from the prompt payment of rent, percentage rent, additional rent or any other payments required by the terms of this lease.

RIDER 21.4 Limited Warranty.

If the Landlord of any successor in interest shall be an individual, joint venture, tenancy in common, firm or partnership, general or limited, there shall be no personal liability on such individual or on the members of such joint venture, tenancy in common, firm or partnership, in respect to any of the covenants or conditions of this lease. Tenant shall look solely to the estate and property of the Landlord in the land and buildings comprising the Shopping Center of which the Leased Premises are a part, for collection of any judgment (or other judicial process) requiring the payment of money by the Landlord or in the event of any default or breach by the Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other property or assets of the Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenants remedies.

RIDER 21.5 Captions and Section Numbers.

The captions, section numbers, and index appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such paragraphs of this lease, nor in any way affect this lease.


Initial

RIDER 21.6 Tenant Defined, Use of Pronoun.

The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

RIDER 21.7 Partial Invalidity.

If any term, covenant or condition of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

RIDER 21.8 No Option.

The submission of this lease for examination does not constitute a reservation of or option for the leased premises and this lease becomes effective as a lease only upon execution and delivery thereof by Landlord and Tenant.

RIDER 21.9 Recording.

Tenant shall not record this lease and upon such recording in the Public Records of any County within the State of Florida, the Landlord may at its option consider same a default hereunder.

RIDER 21.10 Damage to Building.

In the event that Tenant installs, or causes to be installed, any equipment, signs, fixtures or the like through the exterior of the Demised Premises or through the roof of same, Tenant shall be responsible for any damage caused thereby and will repair such damage promptly upon request of Landlord. This provision shall apply whether or not Landlord has granted Tenant the right to make such alterations.

RIDER 21.11 Roof.

Tenant shall not install or place on or through the roof, walls, or store front any equipment, fixtures, pipes, conduits, wires or anything else without Landlord's prior written approval in each instance. Violation of the provision shall constitute a default under this Lease.

RIDER 21.12 Storm Shutters.

Tenant agrees to erect storm shutters, if Tenant or Landlord provides same, at any time that the National Hurricane advisory announces that a hurricane warning is in effect for the area in which the Shopping Center is located. Tenant agrees to store and to maintain in good condition said storm shutters during the term hereof and to leave same at the Demised Premises at the time Tenant vacates same.

RIDER 21.13 Occupancy

In the event that Tenant occupies the leased premises prior to the commencement of the term of this lease as provided in Paragraph 2.0. all of the obligations herein shall be in full force and effect except for the obligation to pay rent and other occupancy charges.

JURISDICTION AND VENUE

RIDER 22.0 Jurisdiction and Venue

This lease shall be construed in accordance with the laws of the State of Florida, and the parties agree that in the event of any action or litigation hereon that venue shall be within the county wherein the lease premises are situated.

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PROHIBITION AGAINST LIENS

RIDER 23.0 Prohibition Against Liens.

Tenant shall promptly pay all contractors and materialmen for the cost of all constructions, installations, repairs, alterations, improvements or other work done by it to the leased premises. Notwithstanding anything herein to the contrary, the Landlord's interest in the leased premises shall not be subject to liens for improvements or work made or done in accordance with an agreement made between the Landlord and Tenant or with the consent or knowledge of the Landlord. In no event shall the Landlord be liable for or subjected to any mechanic's, materialmen's or laborers' liens for improvement or work made or done by the tenant. The lease expressly prohibits the subjecting of the Landlord's interest in the leased premises to any such mechanic's, materialmen's, or laborers' liens for improvement of work made or done by the Tenant, and all persons dealing with the Landlord or Tenant are hereby put on notice of this provision. In the event any notice or claim of lien shall be asserted on record against the Landlord's interest in the leased premises on account of or growing out of any improvement of work made or done by the Tenant, then the Tenant shall have such notice or claim of lien cancelled and discharged of record either by payment and satisfaction or by removal by transfer of bond or deposit as permitted by the laws of the State of Florida within ten (10) days after written request by Landlord.

RIDER 24.0 Hazardous Materials.

Hazardous materials, as defined in Chapter 24 of the Code of Metropolitan Dade County, shall not be used, generated, handled, disposed of, discharged or stored on the Leased Premises. The requirements of this section may be enforced by preliminary and permanent prohibitory and mandatory injunctions as well as otherwise provided by law or ordinance. Tenant hereby indemnifies and holds harmless the Landlord against all claims, causes of action, liability or loss, including reasonable attorneys fees and costs on the trial and appellate level, arising out of a violation by the Tenant of this provision. In the event that the Leased Premises is located within the Boundaries of Dade County, Florida the Director of the Environmental Resources Management of Metropolitan Dade County, Florida may also enforce the requirements of this provision.

RIDER 25.0 Merchant's Association.

Tenant will become a member of, participate fully in, and remain in good standing, in the Merchant's Association presently existing, or, which may be formed in the future, the membership of which shall be limited to Landlord and tenants of the Shopping Center. Tenant agrees to abide by the regulations of the Merchant's Association as the same may exist from time to time. The objects of such Merchant's Association shall be to encourage its members to deal fairly and courteously with their customers, to sell their merchandise or services at fair prices, to follow ethical business practices, to assist the business of the tenants by sales promotions and center-wide advertising, and in particular to help the interests of members of said Merchant's Association. Tenant agrees to pay dues to the Merchant's Association as determined by a majority vote of the Board of Directors of the Merchant's Association, as the same may be established from time to time. Tenant's failure to pay dues required hereunder and any applicable sales tax thereon shall be deemed a default in this Lease and such amounts shall be collectible in the same manner as rent is collectible.

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ADDITIONAL RIDER PROVISION

Landlord : COLUMBIA-BBB WESTCHESTER SHOPPING CENTER ASSOCIATES

Tenant : TADPOLE INVESTMENT, INC., d/b/a Marquise Jewelry

Space # : 8561 Coral Way; Miami, Florida 33155

The following provisions are hereby added to and made a part of the lease to which they are attached and supersede any conflicting provisions of the Lease.

1. ALTERATIONS AND ADDITIONS

Tenant shall not have the right to make any alterations of or to the lease premises, either interior or exterior, without the prior written consent of Landlord. Landlord's consent to interior nonstructural changes shall not be unreasonably withheld. Landlord's consent to any other alterations may be given or withheld in Landlord's absolute and sole discretion.

2. RIGHTS CUMULATIVE

All rights and remedies available to Landlord under this Lease are cumulative and are in addition to any and all rights and remedies available to Landlord at law and in equity. Without limiting the foregoing, Landlord shall have the right to accelerate all sums payable under this Lease in the event of Tenant's default. Landlord shall, in no event, be in default under this Lease unless and until Tenant shall have furnished Landlord written notice of the asserted default and thirty (30) days within which to remedy same (or such additional time as may reasonably be required to remedy same.)

3. NO LANDLORD REPRESENTATIONS

Tenant hereby acknowledges and agrees that neither Landlord, nor any agents or representatives of Landlord, have made any promises, inducements, assurances, agreements, guarantees, warranties, representations or solicitations, either express or implied, written or oral, except as and to the extent specifically recited and contained in this Lease, including, without limitation, NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR RELATED TO THE ABSENCE OF LATENT OR OTHER DEFECTS.

4. RADON DISCLOSURE

In accordance with Section 404.056, Florida Statutes, Tenant hereby acknowledges being aware that 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; that levels of radon that exceed federal and state guidelines have been found in buildings in Florida; and that additional information regarding radon and radon testing may be obtained from the applicable county public health unit.

5. CENTER RENOVATION AND EXPANSION

Tenant acknowledges and agrees that, in connection with any renovation or expansion of the Shopping Center, Tenant may encounter various inconveniences including, without limitation, noise associated with construction activities, intermittent disruptions of service and the temporary loss or temporary or permanent relocation of parking spaces and access points to and from streets adjacent to the Shopping Center. Tenant accepts the foregoing, acknowledges that same shall not be deemed a breach of Landlord's covenant of quiet enjoyment, acknowledges that same shall not be deemed an actual or constructive eviction of Tenant, acknowledges that same shall not entitle Tenant to an abatement of rent, authorizes Landlord and its authorized employees, agents, contractors and representatives to enter upon the leased premises from time to time upon reasonable notice in connection with activities related to any such renovation or expansion, and agrees to fully cooperate with Landlord in connection with any such renovation or expansion; provided, however, that Landlord agrees to take reasonable steps to minimize inconvenience to and disruption of the business of Tenant during any such renovation or expansion.

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6. MASTER GROUND LEASE

Tenant acknowledges that Landlord's interest in the Shopping Center is ownership of a leasehold estate pursuant to a master lease and not ownership of the fee simple estate in the real property comprising the Shopping Center. Accordingly, this Lease is a sublease and is subject to all of the terms and conditions of the master lease. Tenant hereby agrees not to communicate with, and not to cause anyone else to communicate with, the master lessor or any of its representatives with respect to the master lease, this Lease, the Shopping Center or any matter related to any of the foregoing. Tenant hereby further agrees that in the event of termination, re-entry or dispossession by the master lessor under the master lease, the master lessor may, at its option, take over all of the right, title and interest of Landlord, as sublessor under this Lease, and Tenant will attorn to such a master lessor.

7. OPTION TO EXTEND

Tenant shall have one option to renew and extend this Lease for five year(s) to follow consecutively upon the original term of this Lease. Such option shall be exercisable by Tenant giving written notice to the Landlord of its intention to exercise the same, not less than six (6) months prior to the expiration of the original term. The exercise by Tenant of such option shall be conditioned upon there being no existing material default at the time of such exercise.

In the event of any extension of this Lease by reason of Tenant's exercise of the aforesaid option, this Lease shall be deemed, and shall forthwith be renewed with the same force and effect as if the expiration date of this Lease, as so extended, had been originally specified herein as the expiration date of this Lease and all of the terms, covenants, conditions and provisions of this Lease shall continue in full force and effect, except as provided in the paragraphs next following and except that this paragraph shall not extend the term of this Lease or grant any option to renew or extend such term during or at the expiration of the final renewal term.

In the event that Tenant shall exercise the option as hereinabove defined, then, and in that event, commencing on the first day of the said option, the fixed minimum monthly rental for the first year of said option shall be an amount equal to One Hundred Three percent (103%) of the fixed minimum monthly rental paid in the immediately preceding lease year.

The fixed minimum rental payable monthly in advance for the second and each subsequent year of the term of said option shall be an amount equal to One Hundred Three percent (103%) of the fixed minimum monthly rental paid in the immediately preceding year of said renewal term.

8. MISCELLANEOUS

Nothing contained in this Lease shall be construed as restricting Landlord's right to lease other space in the Shopping Center to a business that competes with Tenant or Tenant's business.

9. SECURITY DEPOSIT

Notwithstanding the provisions of 4.1, Amount of Deposit, Landlord is holding a Security Deposit in the amount of \$2,926.77 under a prior lease dated February 18, 1998, Lease Modification dated June 19, 1998 and Assignment of Lease dated June 19, 1998 which \$2,926.77 shall be applied as part of the Security Deposit required herein.

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GUARANTY

In consideration of, and as an inducement for the granting, execution and delivery of that certain lease, made and entered into as of the 7th day of March, 2000 (hereinafter called the "Lease") by COLUMBIA-BBB WESTCHESTER SHOPPING CENTER ASSOCIATES, a Florida partnership, the landlord therein named (hereinafter called "Landlord") to TADPOLE INVESTMENT, INC., a Florida corp. d/b/a Marquise Jewelry, the tenant therein named (hereinafter called "Tenant"), and in further consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Landlord to the undersigned (the receipt and sufficiency thereof being mutually acknowledged), the undersigned hereby guarantees to Landlord: (a) the full and prompt payment of the Annual Base Rent, Additional Rent and any and all other sums payable by Tenant; and (b) the full and timely performance and observance of all terms and conditions to be performed and observed by Tenant under the Lease, including, but not limited to, the "Rules and Regulations"; and the undersigned hereby agrees that if default shall at any time be made in (i) the payment of any such Annual Base Rent, Additional Rent and/or other sums payable under the lease, or (ii) the performance and observance of any of the terms and conditions contained in the Lease, the undersigned shall forthwith pay such Annual Base Rent and/or other sums (and any arrears of any of the same) to Landlord and shall forthwith perform and fulfill all of such terms and conditions of the lease, and shall forthwith pay to Landlord all damages that may arise in consequence of any default by Tenant under the Lease, including (without limitation) all attorneys' fees and disbursements incurred by Landlord in connection with any such default and/or in connection with the enforcement of this Guaranty, whether or not suit be brought (and if suit be brought, through all appellate actions and proceedings, if any).

Notwithstanding anything contained herein to the contrary, the undersigned's maximum liability shall be limited to the total rental, additional rental and other charges and expenses as Tenant would be obligated to pay under the Lease for the period of twenty-four months following the breach giving rise to the liability of the undersigned hereunder.

This Guaranty is an absolute and unconditional Guaranty of payment and of performance. It shall be enforceable by Landlord, its legal representatives, successors or assigns against the undersigned, their heirs, legal or personal representatives, successors or assigns, as the case may be, without the necessity for any suit or proceedings whatsoever against Tenant, and without the necessity of any notice of non-payment, non-performance or non-observance or any notice of acceptance of this Guaranty or of other notice or demand to which the undersigned might otherwise be entitled, all of which the undersigned hereby expressly waives, and the undersigned expressly agrees that the validity of this Guaranty and the obligations of the undersigned hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion, or the failure to assert, by Landlord against Tenant any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease, or any facts or circumstances arising therefrom (including, without limitation, the release of Tenant's liability under the Lease pursuant to any statute or court decision). This Guaranty shall be a continuing Guaranty, and the liability of the undersigned hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the terms or conditions of the Lease or by reason of any extension of time that may be granted to Tenant, or by reason of any dealings or transactions or other matters or things occurring between Landlord and Tenant, whether or not notice thereof is given to the undersigned. If the undersigned shall be more than one person or entity, the liability of all of them under this Guaranty shall in all respects be joint and several.

All of Landlord's rights and remedies under the Lease and under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. As a further inducement to Landlord to make and enter into the Lease and in consideration thereof, the undersigned agrees that in any action or proceeding brought on, under or by virtue of this Guaranty, the undersigned shall

Initial

and does hereby waive all present and future Florida homestead exemption rights and trial by jury, and the undersigned agrees that the applicable courts of Florida may have jurisdiction over the undersigned and upon appropriate service upon the undersigned in any state of the united States in a manner in accordance with the laws of Florida.

DATED: 3-4, 2002

Lino Alvarado

Lino Alvarado, Individually

STATE OF FLORIDA:

COUNTY OF MIAMI-DADE:

The foregoing instrument was acknowledged before me this 4th day of March, 2002 by Lino Alvarado.

Ana M Infante

Notary Public

My commission expires:

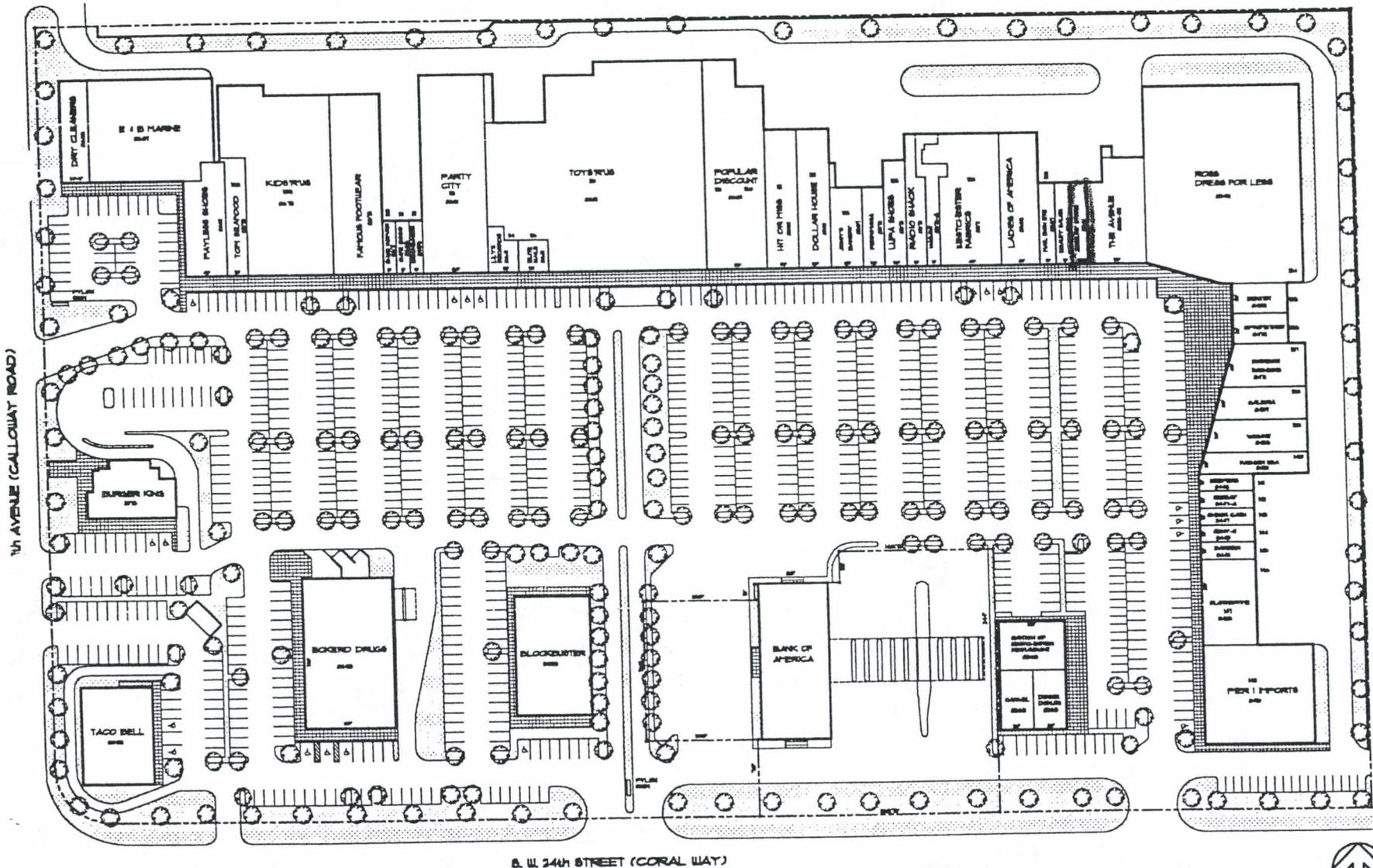


Ana M Infante
My Commission CC773089
Expires October 26, 2002

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B3

Handwritten initials/signature



S. W. 24th STREET (CORAL WAY)

WESTCHESTER SHOPPING CENTER

MIAMI, FLORIDA

GUILLERMO R. PAZ
 CARMEN VALDIVIA DEL PINO
 ARCHITECTS
 7300 S.W. 19th STREET, MIAMI, FLORIDA 33155 PHONE 850-351-8888

RENTAL PLAN OF
 WESTCHESTER SHOPPING CENTER
 CLIENT: IDEAL MANAGEMENT

EXHIBIT A

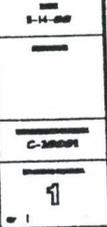


EXHIBIT "B"

Tenant accepts the Demised Premises as they exist in vanilla shell condition listed below:

LANDLORD'S WORK

Landlord agrees to construct Shopping Center to the stage as indicated on Exhibit "A", in accordance with the construction drawings and specifications and such further working drawings and specifications and such further working drawings and specifications and changes as may from time to time be reasonably necessary, but which shall not affect the premises without Tenant's approval, and to provide the following items of construction without charge to Tenant.

- A. Structure
 - 1. Structural frame, consisting of columns and beams in accordance with the governing and applicable building codes.
 - 2. All exterior walls enclosing the premises, either dry wall or wood construction (not including interior wall finishes, all of which are considered part of "TENANT'S WORK").
- B. Floors
 - Concrete finished floor ready to receive Tenant's covering.
- C. Utilities
 - 1. Telephone conduit to perimeter of premises.
 - 2. Electrical service to premises, including wall outlets to code, plus recessed electric fluorescent fixtures as per Landlord's plans and specifications.
 - 3. Electrical outlet on marquee for Tenant's sign.
- D. Bathroom
 - One toilet and one basin to ADA standards.
- E. Partywalls
 - Drywall partywalls only between stores, ready to receive Tenant's wall covering.
- F. Install store front, aluminum and glass, with one door.
- G. Rear door.
- H. Air conditioning ducts plus one ton of air conditioning for each 400 sq. ft. space.

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AA
JB

EXHIBIT "C"

WESTCHESTER SHOPPING CENTER - SIGN CRITERIA

1. All signage shall be submitted to the Landlord for approval prior to fabrication of tenant's sign. Tenant shall submit to Landlord an exact scale drawing, in duplicate, of the proposed sign and attach actual paint chip(s) of color(s) to be used on the sign. Tenant signage may be in any typeface desired by the Tenant CONTINGENT UPON LANDLORD'S APPROVAL. Landlord's approval shall not relieve the Tenant from the duty of conforming with any and all applicable city and county ordinances, laws, regulations and inspections.
2. One sign allowed for each store limited to the Tenant's trade name. A mark or symbol (logo) no larger than 36" in diameter or 36" square may be added upon Landlord's approval.
3. All signs must be located on sign panel area on outside vertical face of storefront parapet and centered vertically.
4. Sign lettering/logo shall be metal **channel letters with 1/4"** translucent acrylic faces 4" in depth standing at least 1/4" off vertical sign panel surface. Metal shall be not less than .040 aluminum.
5. Overall minimum height of signs shall be 24 inches. Letter size is fixed at a maximum of 18" height for two (2) line messages and 42" height for single line messages. Overall width of signs shall not exceed seventy-five percent (75%) the width of each storefront. For example: Storefront width 20' x 75% = 15' sign. Minor deviation from this criteria may be considered on an individual basis.
6. There shall be no flashing signs, audible signs, moving signs, product description signs, price signs, percent discount signs, paper signs, suspended signs, or newspaper advertising attached to ANY STOREFRONT WINDOWGLASS other than that provided by Landlord.
7. No roof/canopy mount signs pole/pylon signs or trailer signs will be allowed at any time.
8. There shall be no exposed conduit, tubing or raceways and all appurtenances shall be composed of non-corrosive materials.
9. All openings for conduits and sleeve in sign panel of building wall must be shown on submitted drawing.
10. At Landlord's sole discretion, professionally lettered signs will be allowed if they hang from Tenant ceiling no closer than 4" to any storefront windowglass.
11. Tenant shall install cut-off switch, manual time clock and shall illuminate sign at a minimum from dusk to 11:00 pm.
12. After removal of sign, all fascia must be restored to original finish and strength or Landlord shall complete work and deduct from deposit.

UNDER-CANOPY SIGNS

All under-canopy signs to be of one design and installed as determined by Owner.

Under-canopy signs can be ordered through our office. Kindly advise of the wording you desire and we will advise you of the cost. Then, if you would forward your check and written confirmation, we will place the order.

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SUPPLEMENT 1

TO LEASE DATED March 7, 2002 BETWEEN
COLUMBIA-BBB WESTCHESTER SHOPPING CENTER (LANDLORD) and TADPOLE INVESTMENT, INC., a
Florida corp. d/b/a Marquise Jewelry (TENANT)

PURSUANT to the provisions of the above Lease, LANDLORD and TENANT intending to be legally bound hereby agree that the term of said Lease commenced on the 1st day of April, 2002, and shall end on the 31st day of March, 2007, at Midnight, unless sooner terminated or extended as therein provided. Both parties hereby agree that April 1, 2002 shall be designated as "Rental Commencement Date."

ms IN WITNESS WHEREOF the Parties hereto have duly executed this Supplement to said Lease, this day of March, 2002.

WITNESSES:

LANDLORD
COLUMBIA-BBB WESTCHESTER SHOPPING CENTER
ASSOCIATES, a Fla. general partnership
By: B.B.B. West, Inc., a Fla. corp., its partner

Ana Hato
Brenda Reid
AS TO LANDLORD

By: [Signature]
Gary A. Brown, President

TENANT
TADPOLE INVESTMENT, INC., a Fla. corp.
d/b/a Marquise Jewelry

Ana Hato
[Signature]
AS TO TENANT

By: [Signature]
Lino Alvarado, ~~President~~ SECRETARY

LA
Initial [Signature]