LEASE AGREEMENT
FOR
LA CARRETA SHOPPING CENTER

THIS LEASE, made as of this 17 of AUG, 2009, by and between FGHP 117 Limited Partnership, and whose principal address for purposes hereunder is 645 5th Avenue, Suite 705, New York, New York, 10022 ("LESSOR"), and **MG Jewelers of Miami, Inc dba Five Star Jewelers,** whose principal address is **13804 SW 152nd Street, Miami, FL 33177** ("LESSEE").

1. PREMISES

LESSEE hereby leases from LESSOR that certain space identified as Suite 11760 (the "Premises"), containing approximately **1,400** square feet of leasable area, having an address listed as **11760** North Kendall Drive, Miami, Florida 33186, and situated within the **LaCarreta Shopping Center** at **Kendall Drive Miami, Florida, 33186** (the "Shopping Center"), with the approximate dimensions and location of the Premises within the Shopping Center more fully delineated within attached Exhibit A. The Premises does not include any space above the interior surface of the ceiling, nor any part of the exterior walls of the building in which the Premises are located, nor the walks or Common Areas, as the latter is defined herein.

LESSEE covenants, as a material part of the consideration for this LEASE, to keep and perform each and all of the terms, covenants and conditions herein set forth.

2. LEASE TERM AND COMMENCEMENT DATE

The term of this LEASE (the "LEASE Term") shall commence on the date of this LEASE as specified hereinabove, or if not so specified, the date the fully executed LEASE is delivered to LESSEE by LESSOR ("LEASE Commencement Date") and shall expire Two (2) Years following the **Rent Commencement Date** (as hereinafter defined). LESSEE shall provide written acknowledgment of the LEASE commencement and expiration dates to LESSOR prior to LESSEE's possession of the Premises. LESSEE shall continuously operate its business in the entire Premises, as required by this LEASE, during the entire LEASE Term.

The Rent Commencement Date shall 60 days after LESSOR delivers possession. The rent commencement date shall apply to Base rent and Additional Rent.

3. ACCEPTANCE OF PREMISES

LESSEE acknowledges it has fully inspected and accepts the Premises in "as is", "where is" condition. LESSOR shall leave all equipment, furniture and fixtures in Premises, but makes no representations or warranties as to the condition or marketability of the same. See Exhibit D for details.

4. FAILURE TO OPEN

In the event LESSEE shall fail to open for business, fully fixtured, stocked and staffed within **ninety (90) days** following the Lease Commencement Date, LESSOR shall have, in addition to any and all remedies provided herein, the sole option to terminate this LEASE.

5. QUIET ENJOYMENT

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Subject to LESSEE observing and performing all of the covenants, conditions and provisions required of LESSEE herein, LESSEE shall have quiet possession of the Premises during the LEASE term.

6. EFFECTIVE DATE

This LEASE shall become a binding and enforceable agreement upon the date executed by LESSOR (the "Effective Date"), and unless specifically provided herein to the contrary, all obligations of LESSEE hereunder commence on the Effective Date.

7. USE

LESSEE shall use and occupy the Premises for **a Jewelry Store, with the option to expand into jewelry pawn services** and shall neither use nor occupy the Premises for any other purposes. Nor shall such use apply toward lessees or owners of any out parcels that share common access or identity with the Shopping Center. LESSEE shall not interfere with nor violate the use rights of nor conduct any activity which may injure or annoy other lessees within the Shopping Center nor use or occupy the Premises in violation of any law, ordinance, government regulation or directive.

8. BASE RENT

LESSEE shall pay to LESSOR, at the office of LESSOR, without notice, demand, deduction or set-off whatsoever, in lawful United States currency, the following rentals as Base Rent, together with any sales, use or other taxes assessed thereon, on or before the first day of each calendar month during the LEASE Term:

Period	PSF	Annual Fixed Rent	Monthly Installments
1	$18.86	$26,400.01	$2,200.00
2	$18.86	$26,400.01	$2,200.00

Unless provided for otherwise under separate written agreement between the parties, the first scheduled payment of Base Rent and Additional Rent, as the latter is herein defined, shall be paid by LESSEE upon execution of the Lease Agreement. The date of LESSEE's second scheduled payment of Base Rent and Additional Rent, as determined herein, shall be the second month following the Rent Commencement Date.

Payments of Base Rent and Additional Rent not received by the fifth (5th) day of the month shall be subject to an administrative charge of ten (10%) of the base Rent and Additional Rent. In the event Base Rent and Additional Rent have not been received by the fifteenth (15th) day of the month, LESSEE'S account shall be transferred to an attorney for collection, and in addition to the costs and charges described above, LESSEE shall also be responsible for the payment of all associated legal expenses incurred therefrom. Should a check from LESSEE be dishonored or returned by the bank for any reason, LESSOR shall be entitled to apply, in addition to the above assessments, a service charge of twenty-five dollars ($25) for each such occurrence. LESSEE acknowledges and agrees that the above charges represent a fair and reasonable estimate and liquidation of LESSOR'S expense in the management of the Shopping Center resulting from such incidents, which expense is not contemplated nor included in any other rental or charge provided to be paid by LESSEE.

9. ANNUAL SALES REPORTS

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Pursuant to written request by LESSOR, on or before February 28 of each year during the LEASE Term, LESSEE shall deliver to LESSOR an accurate written statement, certified by LESSEE, or an authorized officer or representative of LESSEE, detailing month by month the total amount of Gross Receipts received from the Premises during the prior calendar year.

The term "Gross Receipts" as used herein shall be defined to mean the aggregate amount of revenue from gross sales of all business conducted in, on or from the Premises by LESSEE, and all other revenue in connection with all merchandise, services or other activity, whether evidenced by cash, check, credit, charge account, exchange or otherwise, and regardless of the amount or profit realized. Gross Receipts shall include but not be limited to: the amounts received from the sale of goods, wares and merchandise, whether such sales be made by means of merchandise, vending devices, rentals or for services performed in, on or from the Premises; the amount of all orders taken or received, including mail, catalog, telephone, telegraph or other orders placed at the Premises whether such orders be filled from the Premises or elsewhere; and the amounts received from interest on charge accounts and other finance charges. Gross Receipts shall include all sales to LESSEE'S employees. If any space within the Premises shall be sublet by LESSEE, there shall be included in Gross Receipts all gross sales generated from the sublet space. Gross Receipts shall include receipts from the sale of gift certificates at the time of sale, not at the time of redemption. Each charge or sale shall be recorded for its full amount and no deduction or offset thereto shall be permitted for trade-ins, excess allowances on trade-ins, coupons, handling charges for coupons or the equivalent. Any installment charge or credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when LESSEE receives payment (whether full or partial) therefore, and no reserve or deduction shall be allowed for uncollected or uncollectible charge accounts, bad debts or other items. Gross Receipts shall include all deposits not refunded to purchasers and all service charges for layaway sales.

Gross Receipts shall not include transfers to other stores, nor returns to suppliers, and shall not include sales of merchandise for which cash has been refunded. Gross Receipts shall not include the amount of any sales or use tax directly imposed by any government authority and collected from customers, nor lottery ticket sales.

During the term of this LEASE, LESSEE shall maintain and keep full, complete and accurate permanent records and accounts in accordance with accounting practices acceptable to LESSOR, and such records and accounts, and all supporting records, shall at all times be open to inspection and audit by LESSOR, or its duly authorized representative, during ordinary business hours. Should LESSEE fail to comply with the reporting or record keeping provisions of this LEASE, and as a result of such non-compliance, LESSOR is unable to conduct a proper examination or audit, LESSEE acknowledges that LESSOR shall have been deprived of an important right under this LEASE and will suffer damages in an amount not readily ascertainable. Therefore, in such an event, LESSEE shall pay LESSOR, as liquidated damages and not as a penalty, an amount equal to ten percent (10%) of the annual Base Rent for the period or periods LESSEE shall have failed to report Gross Receipts or to keep permanent records and accounts in accordance herein.

10. ADDITIONAL RENT

It is the intent for the Base Rent and all sales or use taxes imposed thereon payable to LESSOR to be absolutely net of all annual expenses associated with the operation of the Shopping Center. Therefore, in addition to Base Rent, commencing on the LEASE Commencement Date, LESSEE shall pay, as Additional Rent, its Pro Rata Share (as herein defined), plus any sales or use taxes assessed thereon, of the following:

(a) TAXES: Representing the amount of all real and personal property taxes or assessments, including without limitation: sanitary taxes, solid waste fees, or special assessments, and all costs and expenses incurred by LESSOR in contesting the same, which are levied, imposed or assessed upon the Shopping Center.

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contesting the same, which are levied, imposed or assessed upon the Shopping Center.

(b) INSURANCE: Representing the cost of all fire, extended coverage, liability, workman's compensation and other insurance coverage carried by LESSOR on the Shopping Center. If LESSEE'S approved use or occupancy of the Premises shall cause any increase in premiums for insurance coverage of the Shopping Center, LESSEE shall be responsible for payment of the entire premium increase.

(c) COMMON AREA MAINTENANCE (CAM): Representing the Shopping Center's Operating Costs (as defined in Section 18 below).

LESSEE'S Pro Rata Share shall be determined by dividing the approximate square footage of the Premises by the approximate square footage of the total leasable area of the Shopping Center. If any lessees of the Shopping Center directly pay Taxes, Insurance, or Common Area Maintenance charges to any taxing authority, insurance carrier, utility provider, or service contractor, the square footage of those lessees shall be excluded from the total leasable area of the Shopping Center in computing LESSEE'S Pro Rata Share of those items.

11. PAYMENT OF ADDITIONAL RENT

LESSEE shall pay LESSOR a monthly installment of Additional Rent in an amount estimated by LESSOR as provided herein. Following the completion of each year the LEASE is in effect, LESSOR shall endeavor to deliver to LESSEE a statement of the actual Additional Rent payable by LESSEE for the prior year. Any further Additional Rent amount due to LESSOR shall be paid by LESSEE, without prejudice to any written exception, within thirty (30) days following LESSOR's delivery of said statement. If the total Additional Rent payment received by LESSOR is greater than the actual Additional Rent due for the same period, LESSEE shall receive a credit in the amount of the overpayment against the next required payment of Additional Rent. In the event LESSOR estimates Additional Rent will be payable by LESSEE following LEASE expiration, LESSOR may deduct such estimated sums from LESSEE'S Security Deposit prior to return of same to LESSEE but such deduction shall not remove LESSEE'S obligation to pay its Pro Rata Share of actual Additional Rent once such determination is made. Should a credit be due LESSEE at the termination of this LEASE, LESSOR shall remit payment to LESSEE within thirty (30) days of statement issuance date. **The initial contribution to be paid by LESSEE for the payment of Additional Rent shall be $375.66 for taxes; and $112.00 for insurance; and $516.60 for common area maintenance, totaling $1,004.26 (plus sales tax) per month, and LESSOR shall have the right to increase this estimate, effective on January 1 of each year, based on the actual Additional Rent for the prior year.**

LESSEE shall have the authorization to examine LESSOR's books and records, during normal business hours, to verify LESSOR'S annual statement of actual Additional Rent payable by LESSEE within fifteen (15) days following LESSOR'S issuance of said statement. Following expiration of this inspection period, and absence of LESSEE's written exception to any assessed item, LESSOR'S annual statement of actual Additional Rent shall be considered as final and accepted by LESSEE.

12. PRORATION

If the first day of the LEASE commences on any day other than the first day of a month, or if this LEASE ends on any day other than the last day of a month, any payment due LESSOR by reason of any Base Rent or Additional Rent shall be justly and fairly prorated.

13. APPLICATION OF PAYMENTS FROM LESSEE

LESSOR shall apply payments from LESSEE in the following order: First, toward interest charges accrued against LESSEE'S account; Second, toward administrative fees, late fees, service

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charges or legal expenses assessed against LESSEE'S account; Third, toward LESSOR'S reimbursable expenses, and then Fourth, toward Base Rent.

14. SECURITY DEPOSIT

LESSEE, concurrently with its execution of this LEASE, has remitted to, deposited with, LESSOR, **a Security Deposit in the amount of $6,000** as partial security for its full and faithful performance of this LEASE. If LESSEE Defaults with respect to the payment of Base Rent or Additional Rent due under this LEASE, LESSOR, in its sole discretion, may elect to use, apply or retain all, or any part of the Security Deposit for the payment of any monies due LESSOR, and LESSEE shall, on demand, restore the Security Deposit to its full amount. LESSOR shall not be required to keep the Security Deposit separate from its general funds and LESSEE shall not be entitled to interest on such deposit. If LESSEE fully performs each provision of this LEASE, the Security Deposit shall be returned to LESSEE within thirty (30) days following LEASE expiration and LESSEE'S vacating the Premises, provided that all financial obligations of LESSEE have been met hereunder, including but not limited to LESSEE's obligation to pay Additional Rent in accordance with Section 11 hereof. In the event LESSEE does not commit Three (3) Monetary Defaults in any Twelve (12) consecutive months during the initial Base Term, or the first Five (5) year option, and LESSEE and LESSOR agree to further extend the Lease, then LESSOR shall reimburse LESSEE it's Security Deposit, less any outstanding balances, at the end of the first Five (5) year option.

15. CONTRACTUAL SECURITY INTEREST

In addition to any security or lien interest arising out of operation of law or statute, LESSEE grants LESSOR a valid Security Interest upon all of LESSEE's equipment, fixtures, furniture, improvements and any other personal property presently in or which may hereafter be situated within the Premises, and all proceeds from sale therefrom. LESSEE agrees to execute and deliver to LESSOR, a financing statement on Form U.C.C.-1, and if LESSEE fails to deliver said document, LESSOR shall have the right to execute the form as LESSEE's attorney-in-fact.

16. USE OF COMMON AREAS

The use and occupancy by LESSEE of the Premises shall include the use in common with others entitled to the use of the common areas, employee parking areas, service roads, loading facilities, sidewalks and customer parking areas located from time to time within the Shopping Center (collectively referred to as the "Common Areas") provided however, the use of the Common Areas by LESSEE shall be subject at all times to the regulations adopted therefore by LESSOR.

17. IMPROVEMENTS AND ALTERATIONS OF SHOPPING CENTER BY LESSOR

Exhibit A sets forth the general layout of the Shopping Center and shall not be deemed to be a warranty, representation or agreement on the part of LESSOR that the Shopping Center will be or is exactly as indicated on said diagram. LESSOR may increase, reduce or change the number, dimensions or location of the walks, buildings and parking areas in any manner whatsoever LESSOR shall deem proper, and LESSOR reserves the right to make alterations or additions to the building in which the Premises are located, and to add buildings to the Shopping Center so long as such do not materially, adversely affect LESSEE's ability to do business.

18. OPERATING COSTS

The term "Operating Costs" shall mean the total cost and expenses incurred in connection with the management, operation, preventive and corrective maintenance and repair of the Shopping Center, the implementation and costs for which shall be at the sole discretion of LESSOR, whether paid to employees of LESSOR or parties engaged by LESSOR, including without limitation: landscaping, building repairs, line

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painting, building painting, property maintenance allocations, roof cleaning, bumpering and top coating; lighting fixtures; electricity; sanitary control; removal of trash, rubbish, garbage and other refuse; rental on machinery or equipment used in such maintenance; the cost of personnel to implement such services (including social security, unemployment and disability insurance); property owner association fees assessed to the shopping center; legal fees; and an administration fee equal to fifteen percent (15%) percent of LESSEE's Operating Costs. LESSOR may direct that trash intensive lessees within the Shopping Center arrange for the use of their own trash receptacle and removal service at lessee's expense, or in the alternative, LESSOR may assess a surcharge for lessee's excess trash collection and removal service.

19. IMPROVEMENTS AND ALTERATIONS OF PREMISES BY LESSEE

LESSEE, upon obtaining the written consent of LESSOR, which consent may not be unreasonably withheld, may make improvements or alterations to the Premises as LESSEE may from time to time deem necessary or desirable, provided however, LESSEE shall not have the right to make any improvements or alterations that affect the structure, or outward appearance of the Premises or the Shopping Center. LESSEE shall submit to LESSOR complete plans and specifications for such work at the time LESSOR'S approval for same is requested. Any improvements or alterations made to the Premises shall be in compliance with all insurance requirements and regulations and ordinances of governmental authorities, and shall, upon the expiration or sooner termination of this LEASE, become the property of LESSOR provided however, LESSOR may require LESSEE, at LESSEE'S sole cost and expense, to remove any such improvements or alterations and to repair any damages to the Premises caused by such removal. Furthermore, in the event LESSEE makes any improvements or alterations to the Premises, LESSEE shall cause all of LESSEE'S construction debris to be removed from the Premises and be disposed of outside the boundaries of the Shopping Center. The construction of any improvements shall be undertaken and maintained in a neat and orderly condition at all times with construction materials and equipment, if any, stored so as to be screened from view to the greatest extent possible.

The interest of LESSOR in the Premises and the Shopping Center is not subject to liens for improvements or alterations made by LESSEE. LESSEE shall comply with the Construction Lien Law of the State of Florida as set forth in Florida Statutes, Chapter 713. LESSEE will not create, nor permit to be created, nor allow to remain as a result of any action or work done or contracted for by LESSEE, any lien, encumbrance or charge levied on account of any imposition, or any construction lien which might be, or become a lien, encumbrance or charge upon the Premises or the Shopping Center. Any construction lien shall be discharged in accordance with the following:

> If any construction lien shall at any time be filed against the Premises, or the Shopping Center, as a result of any action or work done on behalf of, or contracted for by LESSEE, LESSEE, within fifteen (15) days after notice of the filing thereof, shall cause it to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. If LESSEE shall fail to cause such lien to be so discharged within the period aforesaid, then in addition to any other right or remedy available to LESSOR, LESSOR may, but shall not be obligated to, discharge such lien either by paying the amount claimed to be due or by transferring same to security, and in any such event, LESSOR shall be entitled, if LESSOR so elects, to compel the prosecution of any action for the foreclosure of such lien by the lienor and to pay the amount of any judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by LESSOR, and all costs, expenses, and fees, including without limitation attorneys' fees incurred by LESSOR in connection with any construction lien, whether or not the same has been discharged of record, together with interest thereon at one and one-half percent (1½%) per month from the respective dates of LESSOR's making of the payments and incurring of the costs and expenses, shall constitute Additional Rent payable by LESSEE to LESSOR upon demand.

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Nothing contained in this LEASE shall be deemed or construed in any way as constituting the consent or request of LESSOR to any professional, contractor, subcontractor, laborer or materialman for the performance of any labor, or the furnishing of any materials, for any alteration, addition, improvement or repair to the Premises or the Shopping Center, or as giving LESSEE any right, power or authority to contract for or permit the rendering of any services, or the furnishing of any materials that would give rise to the filing of any lien against the Premises, or the Shopping Center, nor to subject LESSOR's estate in the Premises or the Shopping Center to liability under the Construction Lien Law of the State of Florida in any way.

Any alteration or modification by LESSEE to Premises shall comply with all local, state and federal guidelines with respect to the American with Disabilities Act (ADA.) In the event, it is determined that any alteration or modification caused by LESSEE is not ADA compliant, it is the LESSEE's responsibility to cure such deficiencies within Thirty (30) days from receipt of such non-compliancy notice. In the event LESSEE fails to cure ADA deficiencies within Thirty (30) days, LESSOR can make necessary repairs and bill LESSEE for reimbursement of said repair costs.

LESSEE shall be permitted to install an awning, subject to building permits and LESSOR approval, prior to construction and installation of said awning, and at LESSEE'S sole expense.

LESSEE shall be permitted to modify storefront window, subject to building permits and LESSOR approval, prior to construction of such modification to storefront window, and at LESSEE'S sole expense.In the event LESSEE's building permit has been approved by the County Building Department and is ready for pick-up, but is not permitted to be released to LESSEE, or LESSEE's agent or representative, due to a restrictive hold on the building permt, then LESSOR agrees to extend the Rent Commencement date by One (1) day, for every One (1) day it takes LESSOR to remove such hold.

20. REPAIRS BY LESSOR

LESSOR agrees to keep and maintain in good order and repair only the structural components of the roof and foundation, and the structural components of the exterior walls (exclusive of all signs, doors, windows and glass, including plate glass) of the Premises. If any such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission by LESSEE, its agents, servants, or employees, or by breaking and entering, LESSEE shall pay to LESSOR the actual cost of such maintenance and repairs. LESSEE shall at once report in writing to LESSOR any known defective condition which LESSOR is required to repair pursuant to this Paragraph and LESSEE'S failure to report to LESSOR any such known condition or defect shall make LESSEE responsible to LESSOR for any liabilities, costs, expenses, and attorneys' fees incurred by LESSOR as a result of such defect. LESSOR shall not be liable for failure to make such repairs or to perform any maintenance unless such failure shall persist for a period in excess of sixty (60) days following written notice to LESSOR of the need for such repair or maintenance. Except as herein provided regarding casualty loss, there shall be no abatement of rent, and no liability of LESSOR by reason of any injury to or interference with LESSEE'S business arising from the making of any repairs, alterations or improvements in or to any portion of the Shopping Center or the Premises, or in or to fixtures and equipment therein. LESSEE waives the right to make repairs at LESSOR's expense under any law, statute or ordinance now or hereafter in effect.

21. REPAIRS BY LESSEE

LESSEE shall at all times, and at its own cost and expense, be responsible for the maintenance and repair of all portions of the Premises not maintained by LESSOR, including all heating and air-conditioning equipment (including compressors, fans and ventilation ducts), and the water, sewer, (excluding underground sewer lines), and electrical; specifically serving the Premises. To the extent any contractor warranties on said equipment or system are in effect at the time of LESSEE's occupancy and use of the Premises, LESSOR shall assign or otherwise make available to LESSEE such warranties for LESSEE'S use. In the event the equipment or building contractor's warranty on any of the referenced equipment or system has expired, LESSOR shall be responsible for the repair and maintenance of this item during LESSEE'S first ninety (90) day occupancy period of the Premises. LESSEE is to enter into an annual maintenance contract with an AC repair firm, as designated by the LESSOR, fully licensed to repair

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AC units in the state of Florida. This firm is to 1) Regularly service the unit at, a minimum, quarterly basis, changing belts, filters and others parts as required, 2) Perform emergency and extraordinary repairs on the AC units, and 3) Keep a detailed record of all services performed on the premises and prepare a yearly service report to be furnished to the tenant and subsequently to the LESSOR. Also, the LESSEE is to furnish LESSOR a copy of the maintenance contract annually. LESSEE shall return the Premises to LESSOR at the termination of this LEASE in as good condition and repair as when first received, reasonable wear and tear excepted. On at least an annual basis, and following the termination of this LEASE, and prior to return of LESSEE's security deposit, LESSEE shall furnish LESSOR with an inspection report from an HVAC maintenance company acceptable to LESSOR that states the Premise's heating, ventilation and air conditioning systems are operating properly and have not suffered from neglect. Failure by LESSEE to provide LESSOR with an HVAC inspection report, or for the report to state that the Premise's heating, ventilation and air conditioning systems have been damaged as a result of neglect, shall result in LESSOR applying part or all of LESSEE's security deposit to obtain the inspection report or repair or replace any damaged equipment. All damage or injury to the Shopping Center, Premises, or the Common Areas caused by the act or negligence of LESSEE, its agents, employees, or licensees shall be promptly repaired by LESSEE at its sole cost and expense and to the satisfaction of LESSOR. LESSOR may make such repairs which are not made promptly by LESSEE and charge LESSEE for the cost thereof as Additional Rent.

22. RUBBISH REMOVAL

LESSEE shall keep the Premises clean, both inside and outside, and will remove all refuse from the Premises in accordance with rules and regulations established by LESSOR for same. LESSEE shall not burn any materials or rubbish of any description upon the Premises or Common Areas.

23. SIDEWALKS

LESSEE shall neither encumber nor obstruct the sidewalks adjoining the Premises nor allow the same to be obstructed or encumbered in any manner. LESSEE shall not place, nor cause to be placed, any merchandise, signs, vending machines or anything else on the sidewalk or exterior of the Premises without the prior written consent of LESSOR.

24. UTILITIES

LESSEE shall pay the cost of water and sewer, gas, electricity, fuel, light, heat, power, telephone, cable, and all other utilities furnished to the Premises, or the Shopping Center, and used by LESSEE, whether such utility costs are determined by separate metering or are billed by LESSOR. LESSEE shall not install any equipment nor use the Premises in a manner that will exceed or overload the capacity of any utility facilities. If LESSEE'S use of the Premises shall require additional utility facilities, the same shall be installed only after obtaining LESSOR's written approval, and such cost shall be at LESSEE'S expense and in accordance with plans and specifications approved in writing by LESSOR. If LESSEE'S use or occupancy of the Premises results in an increase to LESSOR of any utility expense, or connection or user fees, or charges for increased usage or capacity, or assessments of any kind whatsoever, LESSEE shall pay the entire amount thereof within thirty (30) days of LESSOR's written statement for same. In no event shall LESSOR be liable for any interruption or failure in the supply of utilities to the Premises.

25. PERSONAL PROPERTY AND LEASEHOLD IMPROVEMENT TAXES

LESSEE shall pay all real property taxes separately assessed against any permanently constructed improvements to the Premises made by LESSEE, and all personal property taxes assessed against or levied upon LESSEE's fixtures, signs, furnishings, equipment, and all other personal property of any kind owned by LESSEE and used in connection with the Premises.

26. LIABILITY INSURANCE

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LESSEE shall carry at its own expense Commercial General Liability Insurance (1986 ISO Form or its equivalent) with combined single limits of not less than $1,000,000 with insurance companies admitted to do business in Florida holding a current Best's Rating of not less than B+6, insuring LESSOR and LESSEE as additional insured and upon written request by LESSOR, also insuring any holder of a first mortgage lien encumbering the Premises, against any liability arising out of the ownership, use, occupancy or maintenance of the Premises, including loss of income, and LESSEE shall also maintain such Workmen's Compensation coverage in full force and effect as may be required under Florida law. The insurance policy or policies shall contain provisions prohibiting the modification non-renewal or cancellation of insurance without at least thirty (30) days prior written notice to LESSOR. LESSEE shall deliver said policies or certificates thereof to LESSOR by the earlier of LESSEE'S occupancy of the Premises, or commencement of any construction improvements thereto, and annually thereafter. The limit of any such insurance shall not limit the liability of LESSEE hereunder. LESSEE may provide this insurance under a blanket policy provided said insurance shall have a LESSOR's protective liability endorsement attached thereto. The failure of LESSEE to effect said insurance in the names herein called for, or to pay the premiums required, or to deliver said policies or certificates to LESSOR, shall be a material Default under this LEASE. LESSEE may combine policies or utilize umbrella policies to achieve $2M in aggregate coverage.

27. PERSONAL PROPERTY INSURANCE

LESSEE shall be solely responsible for securing and maintaining the equivalent of ISO Special Form Property Insurance on a replacement cost basis on LESSEE'S stock, trade fixtures, equipment or other personal property located in the Premises, and LESSOR shall not have any obligation to repair or replace same. Lessor shall be an additional insured on each insurance and a certificate of insurance shall be provided to Lessor on or before the commencement of this lease and annually thereafter. Coverage shall not be canceled, non-renewed, or materially reduced without at least thirty (30) days written notice to lessor.

28. SUBROGATION

As long as their respective insurers so permit, LESSOR and LESSEE hereby mutually waive their respective rights of recovery against each other to the extent of losses covered by property insurance. Each party shall apply to their insurers to obtain said waivers and each party shall obtain any special endorsements if required by their insurer to evidence compliance with the waiver.

29. LIMITED LIABILITY

Neither LESSOR, nor its agents, shall be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Premises, or Shopping Center, or from the pipes, appliances or plumbing works therein, or from the roof, street or subsurface, or from any other place resulting from dampness, or any other cause whatsoever, unless caused by or due to the gross negligence or willful misconduct of LESSOR. LESSOR shall not be liable for interference with the light, air or any latent defect in the Premises, and LESSOR shall not be liable for any damage caused by other lessees of the Shopping Center, or persons in or about the Premises, or the Shopping Center, occupants of adjacent property, or the public, or caused from the construction of any private or public work. All property of LESSEE kept or stored on the Premises shall be so kept or stored at the risk of LESSEE and LESSEE shall hold LESSOR harmless from any claims arising out of damage to same, unless such damage shall be caused by the willful act or gross negligence of LESSOR. LESSEE acknowledges that the police and law enforcement security protection provided by law enforcement agencies for the Premises is limited to that provided to other businesses or enterprises situated in Dade County, and any special security measures deemed necessary for additional protection of the Premises shall be at the sole responsibility and expense of LESSEE. LESSEE agrees to look solely to LESSOR's estate and property in the Shopping Center, or the proceeds thereof, for the satisfaction of LESSEE'S remedies for the collection of a judgment or other judicial process requiring the payment of money by LESSOR in the event of any Default by LESSOR, and

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no other property or assets of LESSOR shall be subject to levy, execution or other enforcement procedure for the satisfaction of any claim by LESSEE that in any way arises out of this Lease.

30. INDEMNIFICATION

LESSEE and LESSOR shall each indemnify, defend and hold each other harmless against and from any and all claims arising from the use of the Premises, or from the conduct of business, or from any activity, or work done, permitted or suffered in or about the Premises, except to the extent of the either parties gross negligence or willful misconduct and LESSEE and LESSOR shall indemnify and hold each other harmless against and from any and all claims arising from any Default in the performance of this LEASE resulting from any act or negligence of the other party, or their officers, agents, or employees (acting within the scope of their employment). LESSEE shall assume all risk of damage to property or injury to persons in, upon or about the Premises.

31. DAMAGE OR DESTRUCTION

If the Premises are damaged by an insured casualty and insurance proceeds have been made available to LESSOR, said damage shall be repaired by LESSOR, to the extent of such available insurance proceeds, provided such repairs can be made within ninety (90) days after the occurrence of the casualty, and without the payment of overtime or other premiums. Until such repairs are completed, Base Rent and Additional Rent shall be abated in proportion to that part of the Premises unusable by LESSEE. LESSOR shall have no obligation to restore, rebuild, or replace LESSEE'S personal property and trade fixtures and LESSOR shall not be liable for any damage to or any inconvenience or interruption of business of LESSEE or LESSEE'S agents occasioned by any casualty to the Premises. If the damage is due to the fault or neglect of LESSEE, or its employees, contractors, or agents, there shall be no abatement of Base Rent or Additional Rent. Should the Premises be damaged as a result of any cause not covered by insurance, or if the insurance proceeds have not been made available to LESSOR, or if repairs cannot be completed within ninety (90) days following the casualty date, or if the unexpired LEASE TERM is less than two (2) years, excluding any existing but unexercised LEASE renewal option(s), LESSOR shall have the option to: (1) repair the damage, this LEASE continuing in effect, but Base Rent and Additional Rent to be abated as provided above until such repairs are completed; or, (2) terminate this LEASE effective as of the casualty date, such notice of election to be made by LESSOR within sixty (60) days of the casualty date.

32. CONDEMNATION

If the Premises or more than thirty percent (30%) of the total Shopping Center shall be taken under power of eminent domain, this LEASE shall automatically terminate as of the date of such taking. LESSEE hereby assigns to LESSOR any award which may be made in such taking, provided however, nothing contained herein shall be deemed to give LESSOR any interest in nor require LESSEE to assign to LESSOR any award made to LESSEE for the taking of LESSEE'S personal property and fixtures, nor for the interruption of, or damage to, LESSEE'S business.

33. ASSIGNMENT AND SUBLETTING

Unless prior approved in writing by LESSOR is obtained by LESSEE, such approval not to be unreasonably withheld, LESSEE shall not sell or assign this LEASE, nor sublet the Premises, and such an event contrary to the provisions of this Paragraph shall constitute a Default under this LEASE. If LESSEE is a corporation, any merger, consolidation or change in voting stock ownership representing more than forty-nine percent (49%) of the corporation shall constitute an assignment under this LEASE. Any assignment approval of this LEASE by LESSOR shall be conditioned on the ASSIGNEE'S assumption of total payment responsibility for Base Rent and Additional Rent as defined in this LEASE. Any request by LEASEE for approval to assign or sublet the Premises, shall be accompanied by a processing charge of $1,000.

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34. SUBORDINATION

This LEASE is subject and subordinate to any and all mortgages or deeds of trust, protective land covenants, or leasehold estates pursuant to a ground lease (herein collectively referred to as "Title Interests"), now existing, or which may hereafter be executed, covering the Premises or the real property of which the same are a part, and to all advances made or hereafter to be made upon the security thereof. This provision shall be self-operative and no further instrument of subordination need be required by any mortgagee or ground lessor. Furthermore, LESSEE agrees to execute, acknowledge and deliver upon request, any and all documents or instruments requested by LESSOR to evidence the subordination of this LEASE to any Title Interests, provided, however, the rights of LESSEE shall continue in full force and effect for so long as LESSEE is not in Default hereunder and further provided, the holder of any Title Interests shall not be liable for any accrued obligation of LESSOR, nor for any act or omission of LESSOR, nor subject to any offsets or counterclaims which may have accrued to LESSEE against LESSOR prior to the date upon which such holder becomes the owner of the Premises. LESSEE hereby agrees to attorn to any person, firm or corporation purchasing or otherwise acquiring the Premises at any sale or other proceeding, as if such person, entity, firm or corporation had been named as lessor herein. LESSEE agrees to execute, acknowledge and deliver in recordable form to any existing or proposed holder of Title Interests, or to LESSOR, a certificate certifying the following, if such be the case: (a) this LEASE is in full force and effect and there are no defenses or offsets thereto, or if LESSEE claims any defenses or offsets, stating those claimed by LESSEE; (b) LESSEE has accepted possession of the Premises as of the date of such certificate; and (c) LESSEE agrees to notify all Title Interests of any Default by LESSOR hereunder. LESSEE'S failure to deliver such statement within ten (10) days after LESSOR's written request therefor shall be conclusive that this LEASE is in full force and effect without modification except as may be represented by LESSOR.

35. DEFAULT

If LESSEE shall fail: (a) to pay Base Rent and Additional Rent, or any other item to be paid by LESSEE hereunder when due, and such failure shall not have been cured within five (5) days after written notice thereof to LESSEE; or (b) to perform any other term, covenant, or condition of this LEASE, and such failure shall not have been cured to the satisfaction of LESSOR within twenty (20) days after written notice thereof to LESSEE, LESSOR may declare LESSEE to be in Default hereunder, and thereupon, LESSOR shall be entitled, without further notice, to exercise any remedy permitted by law.

In the event of a default by LESSEE, in addition to any other remedies LESSOR may have, LESSOR may, without obligation, waiver, or mutual exclusivity, and without further notice to LESSEE, elect any one or more of the following remedies:

(1) LESSOR may terminate this Lease, in which event LESSEE shall immediately surrender the Lease Premises to LESSOR, and if LESSEE fails to do so, LESSOR may, without prejudice to any other remedy which it may have, enter upon and take possession of the Leased Premises, and expel or remove LESSEE and any other person who may be occupying all or any part of the Leased Premises. LESSOR shall not be liable to LESSEE or any other person or entity for any claim for damages as a result of such actions. LESSEE agrees to pay on demand the amount of all losses, costs, expenses, deficiencies, and damages, including without limitation, advertising expenses, attorneys' fees and brokers' commissions, which LESSOR may incur or suffer by reason of the termination of the Lease under this subparagraph, whether through inability to relet the Leased Premises on satisfactory terms or otherwise.

(2) LESSOR may enter upon and take possession of the Leased Premises, and expel or remove LESSEE and any other person who may be occupying all or any part of the Leased Premises (without being liable for prosecution for any claim for damages caused by such actions), and relet the Leased Premises on behalf of LESSEE and receive the rent directly by reason of the reletting. LESSEE agrees to pay LESSOR on demand any deficiency that may arise by reason of any reletting of the Leased Premises and to reimburse LESSOR on demand for any losses, costs, and expenses, including without limitation, advertising costs or broker's commissions, which LESSOR may incur or suffer in reletting the Leased Premises. LESSEE further agrees to reimburse LESSOR for any expenditures made by it for remodeling or repairs necessary in order to relet the Leased Premises. In the event

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LESSOR is successful in reletting the Leased Premises at a rental in excess of that agreed to be paid by LESSEE pursuant to this Lease, LESSOR and LESSEE agree that LESSEE shall not be entitled, under any circumstances, to such excess rental, and LESSEE does hereby specifically waive any claim to such excess rental.

(3) LESSOR may enter upon the Leased Premises, (without being liable for prosecution for any claim for damages caused by such actions therefor) and do whatever LESSEE is obligated to do under the terms of this Lease. LESSEE agrees to reimburse LESSOR on demand for any losses, costs and expenses which LESSOR may incur in effecting compliance with LESSEE's obligations under this Lease. LESSEE further agrees that LESSOR shall not be liable for any damages resulting to LESSEE from effecting compliance with LESSEE's obligations under this subparagraph, whether caused by the negligence of LESSOR or otherwise.

(4) In addition to its remedies at law and hereunder, LESSOR may accelerate all rental due under the Lease in which case LESSEE shall pay to LESSOR an amount equal to the rental past due plus the amount of rental accelerated plus costs, expenses and damages as described above.

36. BANKRUPTCY

The leasehold interest created by this LEASE shall not be treated as an asset of LESSEE'S, or any guarantor's, estate. In the event LESSEE, or any guarantor of the LEASE, files for protection under the Bankruptcy Laws, LESSOR may terminate this LEASE upon thirty (30) days notice, provided however, the obligations of LESSEE, and any guarantor of the LEASE, under the LEASE shall be fully forgiven, and further provided, LESSOR shall have obtained possession of the Premises within sixty (60) days following the Bankruptcy filing date. Should LESSOR elect not to terminate the LEASE in accordance herein, LESSOR shall be entitled to recover the maximum award permitted for any damages or losses which are suffered from this event.

37. RIGHTS AND REMEDIES

The various rights and remedies herein granted to LESSOR may be exercised concurrently, and shall be cumulative and in addition to any others LESSOR may be entitled to by law, and the exercise of one or more rights or remedies shall not impair LESSOR's right to exercise any other right or remedy. The failure or forbearance of LESSOR to enforce any right or remedy in connection with any Default shall not be deemed a waiver of such Default, nor a consent to a continuation thereof, nor a waiver of the same Default at any subsequent date.

38. WAIVER OF JURY

LESSOR and LESSEE hereby mutually, voluntarily, and intentionally waive the right either may have to a trial by jury in respect to any and all civil action commenced by either party in connection with this LEASE. If there are any facts or allegations that need to be tried in a court of law, every position of said trial will be before a court without a jury.

39. ACCESS BY LESSOR

LESSOR, and its agents, shall have the right to enter the Premises at all reasonable times with prior notice for the purpose of examining, inspecting, or showing the Premises to prospective purchasers or to other lessees of the Premises, or Shopping Center, and to make such alterations, repairs, improvements or additions to the Premises as LESSOR may deem necessary or desirable. Nothing herein contained however, shall be deemed or construed to impose upon LESSOR any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the Premises, or the Shopping Center, except as otherwise herein specifically provided. During the last three (3) months of this LEASE, LESSOR shall have the right to place upon the Premises the usual notices indicating the Premises to be for lease and LESSEE shall not interfere with such notices. LESSOR may enter the Premises whenever necessary in the event of an emergency.

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40. SALE BY LESSOR

In the event LESSOR transfers its ownership interest in the Shopping Center, LESSOR shall be released of all LEASE obligations and liabilities which occur after the date of such transfer. Any Security Deposit or other funds controlled by LESSOR in which LESSEE has an interest therein shall be delivered to the new lessor at the time of ownership conveyance, it being understood and acknowledged by the parties that the covenants and obligations contained in this LEASE on the part of LESSOR are to be binding only during each LESSOR'S respective period of ownership interest in the Shopping Center.

41. SURRENDER OF PREMISES

At the termination of this LEASE, LESSEE shall surrender the Premises to LESSOR in "broom clean" condition, or as good a condition and repair as reasonable and proper, and if not then in Default, LESSEE shall, except as provided otherwise within this LEASE, have the right to remove its equipment, furniture, trade fixtures or other personal property placed in the Premises, provided that, LESSEE promptly repairs any damage to the Premises, or the Shopping Center, caused by such removal. Any liability of LESSEE hereunder shall survive the expiration or termination of this LEASE. If LESSEE fails to remove any property belonging to it within three (3) days of LESSOR's notice to remove such property, or subsequent to a court order directing such removal, all such property shall be deemed abandoned by LESSEE and shall become the property of LESSOR.

42. RELOCATION OF PREMISES

INTENTIONALLY DELETED.

43. NOTICES

Any notice required to be given hereunder, including copies thereof which are to be concurrently transmitted to such parties as LESSOR or LESSEE may designate from time to time, shall be in writing, and may be given by personal delivery or by mail, and when properly forwarded by mail, shall be deemed sufficiently given five (5) days following the date transmitted by registered or certified mail, postage prepaid, return receipt requested. Unless LESSOR is advised in writing to the contrary, the Premises shall constitute LESSEE'S address for notice purposes herein.

44. INABILITY TO PERFORM

This LEASE, and the obligations of LESSEE hereunder, shall not be impaired because LESSOR is unable to fulfill any of its obligations hereunder, or is delayed in doing so if such inability or delay is caused by reason of strike or other labor troubles, civil commotion, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service, energy shortages, acts of God, or by any other causes beyond the control of LESSOR. If LESSOR is unable to give possession of the Premises to LESSEE within one (1) year from the date hereof, or within one (1) year following an insured casualty to the Premises, this LEASE shall automatically terminate and LESSOR, by reason thereof, shall not be subject to any liability therefore except LESSOR shall return to LESSEE all deposit monies and any pre-paid rent which LESSOR has heretofore received from LESSEE.

45. ADVERTISING AND PROMOTIONAL FUND

If a majority of lessees, based on the number of lessees within the Shopping Center, shall so consent toward at anytime during the term of this LEASE, LESSEE agrees to participate within and pay a minimum annual contribution, in equal monthly installments of five cents ($.05) per square foot of the Premises, or such other sum as the majority of lessees shall so determine, toward an Advertising and Promotional Fund for the Shopping Center. LESSOR shall administer the Advertising and Promotional

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Fund at all times, and shall also contribute an amount equal to twenty-five percent (25%) of all monies collected for this purpose.

46. RULES AND REGULATIONS

LESSOR reserves the right to promulgate, and LESSEE hereby agrees to comply with, the Rules and Regulations for the Premises, Shopping Center, and Common Areas, including but not limited to the following:

(a) LESSEE shall continuously keep the Premises occupied and open for business during the hours specified within Paragraph 46(i) herein.

(b) LESSEE shall load and unload goods only at such times, in such areas and through such entrances as may be designated for such purposes by LESSOR. Trailers, trucks, or other vehicles shall not be permitted to remain parked overnight in any area of the Shopping Center.

(c) LESSEE shall keep all garbage and refuse and to place same outside of the Premises prepared for collection in a manner and at times specified by LESSOR.

(d) LESSEE shall keep the outside areas immediately adjoining the Premises clean, and not to burn, place or permit any rubbish, obstruction or merchandise in such areas.

(e) LESSEE shall keep the Premises clean, orderly, sanitary and free from objectionable odors, and insects, vermin and other pests.

(f) LESSEE shall not distribute any handbills or other advertising matter on or about any part of the Shopping Center outside of the Premises.

(g) LESSEE shall not use or operate any machinery that, in LESSOR's opinion, is harmful or disturbing to other lessees in the Shopping Center, nor shall LESSEE use any loud speakers, televisions, phonographs, radios or other devices in a manner so as to be heard outside of the Premises, nor display merchandise on the exterior of the Premises for sale or promotional purposes.

(h) LESSEE shall not conduct any auction, fire, bankruptcy or going out of business sale on or about the Premises.

(i) LESSEE shall keep its display window(s) in the Premises dressed and illuminated, and its signs and exterior lights properly operating, every day during the term of this LEASE from dusk to 9:00 p.m. excluding Sundays and holidays. Excluding holidays, LESSEE agrees that its store shall be opened for business during the minimum period of 10:00 a.m. to 6:00 p.m., Monday through Friday, and 10:00 a.m. to 2:00 p.m. Saturday, or during such other hours as may be determined by LESSOR. In the event LESSEE fails to maintain store operating hours in accordance with this Paragraph, LESSEE agrees to pay, as Addition Rent, $100.00 per day until LESSEE'S operating hours are in accordance with the provisions of this Paragraph.

(j) LESSEE, and its employees, shall park their vehicles only in areas designated by LESSOR. LESSOR reserves the right to assess LESSEE a charge of ten dollars ($10) per day, or any part thereof, when LESSEE, or LESSEE'S employees, use parking spaces not designated by LESSOR. Vehicles not conforming to the

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aforesaid requirements may be removed by LESSOR, without notice, with the cost of such removal to be paid by LESSEE. Any signage displayed on operable vehicles is restricted to a size which does not require the issuance of a permit by government authorities for use.

(k) LESSOR shall not be liable to LESSEE for any violation of the rules and regulations, or for the breach of any covenant or condition by any other lessee's in the Shopping Center.

47. ATTORNEY'S FEES

LESSEE shall be liable for and shall pay LESSOR for the expense of LESSOR'S attorney's fees for any legal matter, dispute, action or proceeding provided however, in the event such action or proceeding is adjudicated, the non-prevailing party shall be liable for and shall pay the expense of the prevailing party's attorney's fees and court costs. If either party hereto without fault is made a party to any litigation instituted by or against any other party to this LEASE, such other party shall indemnify and hold harmless the other party against all costs and expenses, including reasonable attorney's fees incurred in connection therewith. "Attorney's fees", as referred to in this LEASE, shall include fees incurred by after an occurrence of a monetary or nonmonetary Default, or after the recognition of an issue by deemed significant enough, in the exclusive judgment of, to be the basis of any legal action, whether or not such action is commenced, that seeks any type of relief or declaratory judgment, which shall include fees and expenses of its attorneys for all legal services, negotiation services and collection services through trial and appeal, and in bankruptcy court.

48. INTEREST ON PAST DUE OBLIGATIONS

Any amount due from LESSEE to LESSOR hereunder which is not paid when due shall bear interest at one and one-half percent (1½%) per month from the due date until paid.

49. TIME OF ESSENCE

Time is of the essence with respect to the performance of each of LESSEE'S covenants of this LEASE, and the strict performance of each shall be a condition precedent to LESSEE'S rights to remain in possession of the Premises or to have this LEASE continue in effect.

50. HOLDING OVER

Should LESSEE continue occupancy of the Premises after expiration of this LEASE with the consent of LESSOR but without any written agreement between the parties, LESSEE shall become a tenant from month to month upon each and all of the terms herein but in no event shall any such holding over constitute a renewal or extension of this LEASE. During such holding over, LESSEE shall pay, at LESSOR'S sole discretion, Base Rent at two times the monthly amount which was payable by LESSEE immediately prior to the hold over occurrence.

51. PARTIAL INVALIDITY

Any provision of this LEASE which shall be held to be invalid, void or illegal shall in no way effect, impair or invalidate any other provision hereof, and the remainder of this LEASE shall continue in full force.

52. BROKER DISCLAIMER

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LESSEE warrants it has had no dealings with any real estate broker or agents in connection with the negotiation of this LEASE except Urban Retail Properties, which is the agent for LESSOR and Amistad Real Estate, which is the agent for the LESSEE. LESSOR shall be responsible for the payment of any fees or commissions due to Urban Retail Properties & Amistad Real Estate associated with this LEASE and LESSEE agrees to indemnify and hold LESSOR harmless from and against any other fee or commission claim that may be made by another real estate broker or agent in reference to this LEASE.

53. WAIVER

LESSOR's approval of any act by LESSEE requiring LESSOR's consent shall not be deemed to render unnecessary the obtaining of LESSOR's approval again of any subsequent act by LESSEE that requires LESSOR's approval.

LESSOR may, at its option, accept partial payments of Base Rent or Additional Rent without waiving any rights concerning the existence of any monetary or non-monetary Default under this LEASE, which Default shall serve and continue unaffected by the receipt of any such partial payment.

54. LEASE GUARANTY

This Lease shall be personally guaranteed by Jorge Carvajal for a period of Two Years, following the Rent Commencement Date as evidenced by the Guaranty attached hereto as Exhibit "C".

55. SUCCESSORS AND ASSIGNS

Except as otherwise provided in this LEASE, all of the covenants, conditions and provisions of this LEASE shall be binding upon and shall inure to the respective representatives, successors, and permitted assigns of LESSOR and LESSEE.

56. HEADINGS OF LESSOR AND LESSEE

The article and paragraph captions contained in this LEASE are for convenience only and do not in any way limit or amplify any term or provision hereof. The terms "LESSOR" and "LESSEE" as used herein shall include the plural as well as the singular, and the neuter shall include the masculine and feminine genders.

57. NO ESTATE BY LESSEE

This LEASE shall only create a relationship of landlord and tenant between LESSOR and LESSEE. LESSEE has only a right of use for the Premises, not subject to levy or sale, and not assignable by LESSEE except as expressly provided herein.

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58. ENTIRE AGREEMENT

LESSEE acknowledges it has read this entire LEASE, evidencing same by the initialing all LEASE pages, and that LESSEE understands and agrees to all of the terms and conditions contained herein. LESSEE makes no representations as to the period or periods that any other stores within the Shopping Center will be open for business, and this LEASE shall not be effected by the closing of any such businesses. LESSOR and LESSEE further acknowledge that the preparation of this LEASE has been a joint effort of each party, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one party over the other. This LEASE, and any attached Exhibits and Addendum, constitute the entire agreement between LESSOR and LESSEE, and no prior agreement or understanding shall be effective. No provision of this LEASE may be amended except by written agreement signed by LESSOR and LESSEE.

59. GOVERNING LAW

This LEASE shall be construed, interpreted and governed by and in accordance with the laws of the State of Florida. Any legal proceedings with respect to this LEASE shall be instituted in the Circuit Court of Dade County, and LESSEE submits itself to the jurisdiction of this court.

60. RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Dade County public health unit. This notice is given pursuant to 404.056(8) of the Florida Statutes.

61. HAZARDOUS SUBSTANCES

The term "Hazardous Substances" as used in this LEASE shall include, without limitation: flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

LESSEE shall not cause nor permit to occur any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under or about the Premises arising from LESSEE's use or occupancy therein, nor shall LESSEE cause or permit the use, generation, release, manufacture, refinement, production, processing, storage or disposal of any Hazardous Substance without LESSOR's prior written consent, which consent may be withdrawn, conditioned, or modified by LESSOR in its sole and absolute discretion. LESSOR warrants that to its actual knowledge without further investigation, no existing Hazardous Substances exist on the Premises.

LESSEE shall indemnify, defend and hold LESSOR, its respective officers, directors, beneficiaries, shareholders, partners, agents, and employees harmless from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith, including attorneys' and consultants' fees, arising out of, or in any way connected with, any deposit, spill, discharge or other release of Hazardous Substances, at or from the Premises, or which arises at any time from LESSEE's use or occupancy of the Premises, or from LESSEE's failure to comply with or satisfy government required action on the matter. LESSEE's obligations and liabilities under this Paragraph shall survive the termination of this LEASE.

62. EXHIBITS AND ADDENDUM

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Exhibits A, B, C, D, and E together with any fully executed Addendum, shall be attached to and made a part of the LEASE.

63. NO RECORDING

This LEASE shall not be recorded in the public records however, a Memorandum of LEASE, acceptable to LESSOR, may be executed and delivered for such purpose.

64. LAWS AND REGULATIONS

Lessee shall comply with all Federal, State, County and City laws, ordinances, rules and regulations affecting or respecting the use or occupancy of the Leased Premises by the Lessee or the business at any time thereon transacted by the Lessee.

65. LESSEE AUTHORITY

LESSEE represents and warrants that LESSEE is legally authorized to execute this LEASE in the capacity in which LESSEE is executing the LEASE. If LESSEE is a corporation, limited liability company, or other form of recognized entity, LESSEE represents and warrants to LESSOR that the signator(s) hereto are authorized to enter into this LEASE by such entity, and that such entity is in good standing with the Secretary of State of Florida, Division of Corporations. LESSEE also agrees to maintain the good standing of such entity as long as LESSEE occupies the premises or has any outstanding obligations to LESSOR under this LEASE. If LESSEE operates using a fictitious name, LESSEE represents and warrants to LESSOR that LESSEE has complied with the applicable requirements of Florida law to register said fictitious name, and LESSEE shall maintain such registration as long as LESSEE occupies the premises or has any outstanding obligations to LESSOR under this LEASE.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this LEASE as of the day and year first above written.

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WITNESSES:

Print Name: JAY BONOWITZ

Print Name: Pam Chock

WITNESSES:

Print Name: Franz de Beste

Print Name: AUGUSTO DESIO

LESSOR:
FGHP 117 LIMITED PARTNERSHIP
By: Garmont 117, Inc
Its: General Partner

By:
Print Name: W. Monsees Stubbs, Jr.
Its: Vice President
Date: 8/17/09

LESSEE:
MG Jewelers of Miami, Inc. a Florida Limited Corporation

Print Name: Jorge Carvajal
Its: President
Date: 8/20/09

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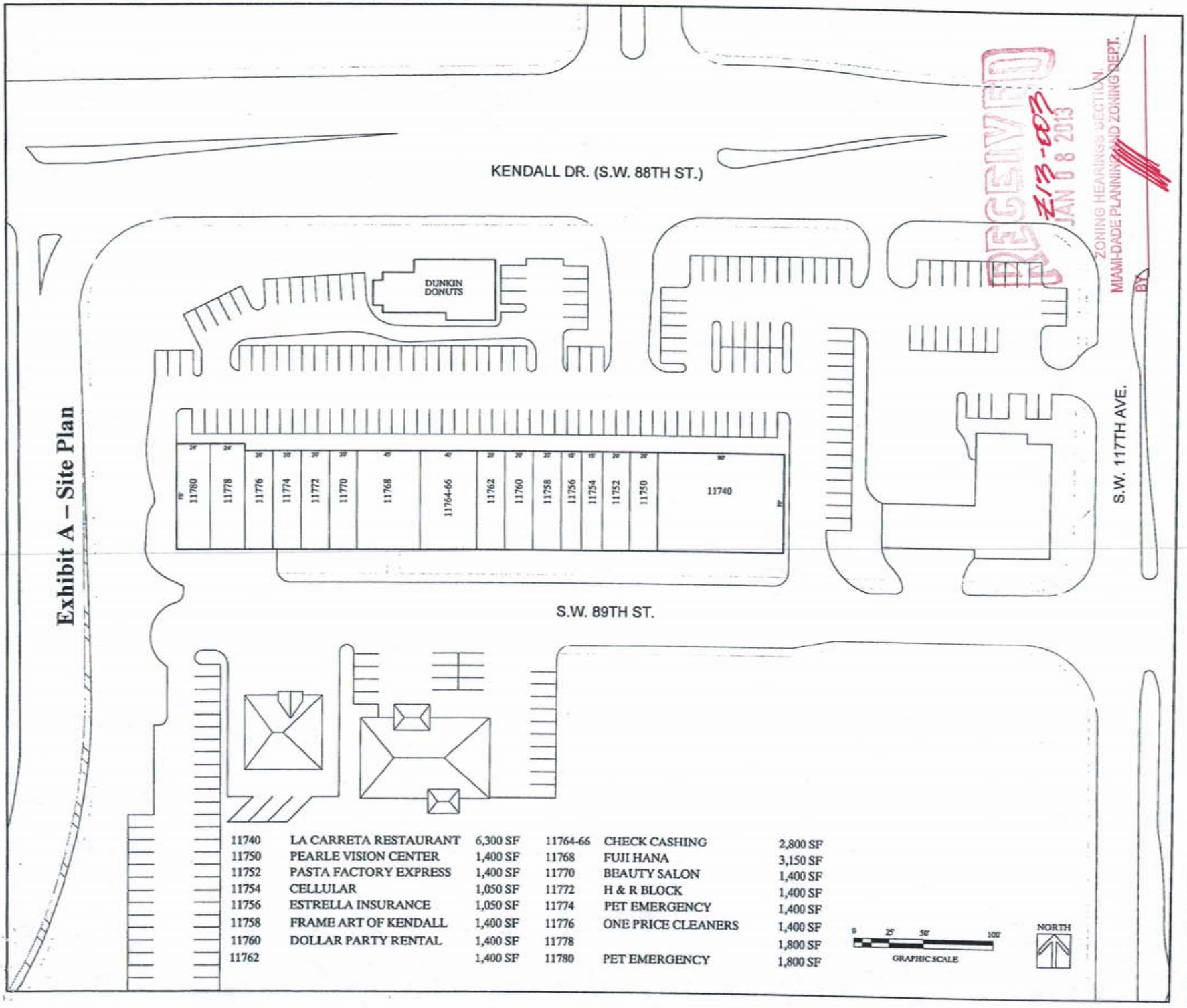
Exhibit A – Site Plan



11740	LA CARRETA RESTAURANT	6,300 SF	11764-66	CHECK CASHING	2,800 SF
11750	PEARLE VISION CENTER	1,400 SF	11768	FUJI HANA	3,150 SF
11752	PASTA FACTORY EXPRESS	1,400 SF	11770	BEAUTY SALON	1,400 SF
11754	CELLULAR	1,050 SF	11772	H & R BLOCK	1,400 SF
11756	ESTRELLA INSURANCE	1,050 SF	11774	PET EMERGENCY	1,400 SF
11758	FRAME ART OF KENDALL	1,400 SF	11776	ONE PRICE CLEANERS	1,400 SF
11760	DOLLAR PARTY RENTAL	1,400 SF	11778		1,800 SF
11762		1,400 SF	11780	PET EMERGENCY	1,800 SF

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LA CARRETA PLAZA

MIAMI, FL 33186

Mall and Tenant Building
(Gross Leasable Area)

LEASE PLAN

LEASING & MANAGEMENT AGENTS:

URBAN

RETAIL PROPERTIES, LLC

925 S. Federal Highway
Suite 225
Boca Raton, FL 33432
561-394-6433

DEC. 2008

EXHIBIT B

PROPERTY LEGAL DESCRIPTION

Tract "B" of BERKLEY PLAZA, according to the Plat thereof, recorded in Book 120, at Page 22, of the Public Records of Dade County, Florida, Less Except therefrom:

That parcel of land lying in the Northeast ¼ of Section 1, Township 59 South, Range 39 East, Dade County, Florida, being the North 16.80 feet of Tract "B" of BERKLEY PLAZA, according to the plat thereof, as recorded in Plat Book 120, at Page 22 of the Public Records of Dade County, Florida, more particularly described as follows:

BEGIN at the Northeast corner of said Tract "B"; thence run South 85 degrees 40 minutes 16 seconds West for a distance of 195.96 feet along the North boundary of said Tract "B" to a point on the Westerly boundary of said Tract "B" which is coincident with the most Easterly Limited Access Right of Way Line of S.R. 821, as shown on the Florida Department of Transportation Right of Way Map for Section Number 87005-2307; thence South 04 degrees 21 minutes, 21 seconds East for a distance of 16.80 feet along said Limited Access Right of Way Line; thence North 85 degrees 40 minutes 16 seconds East for a distance of 195.96 feet along a line being 16.80 feet South of and parallel with the North boundary of said Tract "B"; thence North 04 degrees, 22 minutes, 08 seconds West for a distance of 16.80 feet along the East boundary of said Tract "B" to the POINT OF BEGINNING.

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EXHIBIT C

PERSONAL GUARANTY AGREEMENT

IN CONSIDERATION for the execution of the attached LEASE by FGHP 117 LIMITED PARTNERSHIP ("LESSOR") with MG Jewelers of Miami, Inc. . as ("LESSEE") for the Premises identified within Paragraph 1 and located within the La Carreta Shopping Center, and to assure the full and complete performance by LESSEE of all obligations undertaken by LESSEE with respect to this LEASE, together with other good and valuable consideration, receipt hereby acknowledged, the undersigned (the "GUARANTOR" or, if more than one person, the "GUARANTORS") unconditionally guarantee(s) to LESSOR, and becomes personally liable for, the full and timely payment of all Base Rent, Additional Rent, and other payments of any nature whatsoever required during the term of this LEASE, as the same may be extended or renewed, following the Rent Commencement Date, along with any other amounts which may become due, including without limitation, all costs and expenses of enforcement and collection, including reasonable attorneys' fees.

The undersigned GUARANTOR(S) waive(s) all defenses faced in suretyship with impairment of collateral together with any defenses which LESSEE may assert under this LEASE including but not limited to failure of consideration, breach of warranty, bankruptcy, lack of legal capacity, statute of limitation, and accord and satisfaction.

In the event GUARANTOR(S) become(s) incapacitated, his, her and/or their personal guarantee will be released and have no further force or effect regarding this agreement. The term "Incapacitated" shall mean whenever GUARANTOR(S) becomes totally incapable, even with reasonable accommodation, by reason of physical or mental impairment of performing the normal duties of his and/or her profession hereunder. In determining whether or not the physical or mental impairment constitutes a total capacity to perform the normal duties of the physician's profession hereunder, either of the following shall be conclusive, but not exclusive, determinations of disability: (1) a decision by an insurance company to pay total disability benefits after a specified waiting period to such physician, the determination of which shall relate back and to be effective at the beginning of such waiting period: or (2) a decision to such effect based upon a determination in a written report prepared by a physician.

IN WITNESS HEREOF, the undersigned, intending to be legally bound, has executed this Personal Guaranty Agreement as of the 10 day of August, 2009.

WITNESS:

By: _____
Print Name: Jorge Carvajal
Address: 13804 S.W. 152 St - Miami, Fl. 33177
Social Security No. 589-35-1044
Date: 8/10/09

WITNESS:

By: _____
Print Name: _____
Address: _____

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Social Security No. _____
Date: _____

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EXHIBIT D

LESSOR'S WORK

Lessee accepts the Premises in "as is", " where is" condition. Landlord to provide a decorating allowance of Two Thousand Dollars ($2,000.00) and deliver HVAC in proper working order.

LESSOR further agrees to provide an additional $6,857.11 in Tenant Improvement allowance to be used for demo and interior build-out. Prior to Tenant initiating architectural and engineering drawings, Tenant must submit architect information to Landlord for its review.

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EXHIBIT E

SIGN CRITERIA

The following describes the basic guidelines by which the Landlord will review and approve all Tenant signs for the Shopping Center. The purpose for the sign criteria is to insure tasteful, quality signage throughout the center. For this reason, certain specific restrictions on the size, type and character are necessary but have been limited. Adherence to these guidelines shall still not limit the Landlord's right to reject, make suggestions, or to require modification by Tenant's sign submitted for approval.

A. PRELIMINARY SIGN DRAWINGS

1. The basic concept for sign design should be submitted for initial review and comments by the Shopping Center. This drawing should indicate sign copy and location on the storefront, dimensions, colors, materials and method of illumination. Sign drawings must show relationship of proposed sign background.

2. Approval of final sign design should be obtained before committing to final construction (shop) drawings by the sign contractor.

3. The sign contractor should be provided with a copy of the sign criteria so that he may become fully aware of the requirements and limitations imposed on his sign design and construction drawings.

B. CONSTRUCTION DRAWINGS

1. Submit three (3) complete sets of sign drawings including samples of colors and finishes. Drawings should show location of sign on storefront, dimensions, materials, trims, method of fastening and type of illumination. Designer should anticipate method of access to transformers relative to limitations posed by Building Construction.

C. NUMBER OF SIGNS PERMITTED

1. Generally, only one sign will be permitted per store. This rule may be modified for reasons such as:

   a. A store fronting on more than one building front.

D. SIZE AND LOCATION OF SIGNS

1. For the purpose of this Sign Criteria, a Standard Sign is defined as "a sign made of script or individual block letters." Height of letters in a Standard Sign shall not exceed the following:

   a. Letters all in one sign in one size; such as all upper case; 15" high.

   b. Letters of two sizes in one sign, such as capitals and lower case; tallest 18" high, all others, 14" high.

   c. Length of sign shall not exceed 60% of the storefront width and subject to the restrictions of the locations.

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Consideration must be given to the proportions of the widths of the stroke of the sign letter to the height of the letter. Generally, the maximum width of stroke will be limited to 20% of the height.

d. No sign to be closer than 24" to the vertical neutral pier of 6" to the horizontal neutral fascia trim.

e. Face of individual letter signs may project a maximum distance of 5" from line of storefront and/or lease line to face of letters.

f. Irrespective of these guidelines, the Landlord still reserves the right to the final approval of the Tenant sign design.

g. Maximum sign height shall not exceed local or municipal codes.

E. INSTRUCTION FOR PENETRATION OF STORE FASCIA

1. An opening should be cut through the rigid insulation. Wood blocking should be placed in the opening, and structurally adhere to the sub-straight.

2. The entire area around the penetration should be sealed with a single component polyurethane sealant.

3. A molly bolt or lagging screw should be used to hold the metal sign in place. The area around the molly bolt or the sleeve should also be filled with a single component polyurethane sealant to protect from water penetration. (Recommended single component polyurethane material - Sikaflex 1a.)

F. TYPES OF STOREFRONT SIGNS

1. In order to encourage imaginative signage and to promote variety and versatility, the Landlord will consider the following types of signs:

   a. Internally illuminated plastic faced letters with opaque returns.

   b. Back-lighted channel formed letters.

   c. Non-illuminated letters having a minimum thickness of ¾".

   d. Discrete signature signs.

2. In all cases Landlord's judgment as to aesthetic quality, number, color, size and method of installation shall be binding and final.

G. SPECIFIC REQUIREMENTS AND LIMITATIONS OF STOREFRONT SIGNS

1. Sign text shall be limited to the name under which Tenant does business as stated in the Lease. Copy limit shall be seven (7) words per sign.

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2. Flashing, animated, oscillating, audible, changeable copy or moving signs are not permitted.

3. Box signs or signs with formed plastic or injection molded signs are not permitted.

4. No signs shall protrude at an angle from the wall to which they are affixed.

5. Exposed neon tubing, raceways, transformers, ballast boxes, crossovers, conduit or sign cabinets, etc. are not permitted.

6. Sign company names shall not be visible on the sign.

7. Signs shall not exceed 100 foot Lamberts in brightness.

8. Landlord reserves the right to prohibit the use of crests, shields or insignia logos.

9. Signs with reverse slope letters or layouts with letters occurring on sloping base lines other than horizontal or vertical is discouraged.

10. Signs with more than two colors for face and returns of all letters will not be permitted.

11. Durable finishes such as baked enamel, anodized aluminum, or epoxy paints are mandatory.

12. Temporary signs, posters, notices, announcements or advertisements are not permitted.

13. Assembly or fabrication of tenant signs will not be allowed in any portion of the shopping center area.

14. No sign shall be installed without the approval of the Landlord.

15. All signs or sign panels shall be solely supported by and connected to Tenant storefront.

16. The bottom of all projecting letters shall be no lower than 8'0" above the finished floor elevation, without special consideration and approval by the Landlord.

H. LIMITATION OF OTHER SIGNAGE

1. Decals or letters on show window glass, door glass or any other part of storefront are not permitted without specific approval by Landlord.

2. Signs and store numbers for rear service doors will be of a standardized style and size as selected by the Landlord, and purchased and installed by the Tenant.

3. Postal numbers at storefronts shall be of standardized style and size as selected by the Landlord and purchased and installed by the Tenant.

I. CODE REQUIREMENTS

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1. It is the Tenant's responsibility to insure that all signs and their installation meet all code restrictions set forth by the government bodies having jurisdiction over the shopping center.

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OPTION

LESSEE shall have an option for One (1) – Five (5) year lease extension, at Fair Market Rent, providing LESSEE delivers written notice of it's intent to renew, no later than One Hundred Eighty (180) days prior to the base term expiration. The increase in the first year Option Rent shall not exceed 33% of the Base Rent for Lease Year 2 of the original base term. Subsequent increases shall not exceed Three and one-half (3.5%) percent per each year.

In the event LESSEE exercises it Option in accordance with the provisions as stated above, and providing that LESSE has not assigned or otherwise transferred its interest in this Lease to a third party, then LESSEE shall be granted One (1) additional Five (5) year option, with the Base rent established at Fair Market Value.

These Option provisions shall be waived if LESSEE commits Three (3) monetary defaults in any Twelve (12) month consecutive period.

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EXHIBIT F

OPTION

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EXHIBIT F

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URBAN

RETAIL PROPERTIES, LLC

December 13, 2011

SENT VIA 2nd DAY FED-EX

Clare Mirabal
Five Star Jewelers
13804 SW 152 Street
Miami, FL 33177
786-235-1460 Ext. 108

RE: Fully-executed First Amendment to Lease
MG Jewelers/FGHP 117
LaCarreta Plaza, Miami, FL

Dear Clare,

Please find enclosed One (1) fully-executed Second Amendment to Lease Agreement for your files.

Kindly note that we replaced the first page that was mistakenly labeled "Second Amendment", and replaced it with a page called "First Amendment". No other changes were made. A copy of the original page that was mistakenly labeled Second Amendment is included for your comparison. If we did not make this correction, someone will want the first amendment, and it will not exist.

Should you have any questions, please call me at 561-417-5312.

On behalf of Urban Retail Properties and FGHP, we wish you continued success at LaCarreta Plaza

Sincerely,
URBAN RETAIL PROPERTIES, LLC

Jeff M. Ross

Jeff M. Ross
Sr. Vice President-
Leasing

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FIRST AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE ("**Amendment**") is made as of Dec 6, 2011 by and between FGHP 117 Limited Partnership, and whose principal address is 645 Fifth Avenue, 6th Floor, New York, New York, 10022 ("LESSOR") and MG Jewelers of Miami, Inc dba Five Star Jewelers, whose principal address is 13804 SW 152nd Street, Miami, FL 33177 ("LESSEE")

RECITALS:

A. Lessor and MG Jewelers of Miami, Inc dba Five Star Jewelers, (the "**Original Tenant**") entered into that Lease Agreement on or about August 17, 2009 relating to Property Address 11760 N. Kendall Drive, Kendall, Florida 33186 (the "**Lease**") containing approximately 1,400 rentable square feet (the "**Premises**") in the shopping center commonly known as LaCarreta Plaza in Kendall, Florida.

B. Lessor and Lessee desire to further extend the Lease for an additional Five (5) years, hereby defined as **"Renewal Term"**, with a lease commencement of November 1, 2011 and a lease expiration of October 31, 2016.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby amend the Lease on the terms hereof effective as of the date hereof, notwithstanding anything to the contrary contained therein:

1. The Fixed Annual Base Rent for Lease Year 1, commencing on November 1, 2011, is due and payable as outlined below. Applicable sales tax shall apply to "Fixed Annual Base Rent".

Period	PSF	Annual Fixed Rent	Monthly Base Rent Installments
Year 1	$24.00	$33,600.00	$2,800.00
Year 2	$24.00	$33,600.00	$2,800.00
Year 3	$24.72	$34,608.00	$2,884.00
Year 4	$25.46	$35,646.24	$2,970.52
Year 5	$26.23	$36,715.63	$3,059.64

2. Providing that Lessee is not in default, a rent credit of $1,400 shall be issued against the first month of base rent.

3. In addition to the Annual Fixed Rent, Tenant is responsible for "Additional Rent" which includes the payment of Lessee's proportionate share of Real Estate Taxes, Common Area Maintenance, and Insurance. During the Renewal Term, the "Additional Rent for the Premises shall be escalated annually as per the existing terms of the Lease. Applicable sales tax shall apply to "Additional Rent".

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4. This Amendment contains the entire understanding between the parties with respect to the matters contained herein. Except as modified by this Amendment, the Lease shall remain unchanged and shall continue in full force and effect. No representations, warranties, covenants or agreements have been made concerning or affecting the subject matter of this Amendment, except as are contained herein and in the Lease. This Amendment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change or modification or discharge is sought.

6. Tenant hereby represents and warrants to Landlord that: (a) Tenant is in good standing under the laws of the State of Florida; (b) Tenant has full corporate power and authority to enter into this Amendment and to perform all of Tenant's obligations under the Lease, as amended by this Amendment; and (c) each person (and all of the persons if more than one signs) signing this Amendment on behalf of Tenant is duly and validly authorized to do so.

7. Submission of this instrument for examination and signature by Tenant does not constitute an offer to lease or a reservation of or option for lease, and this instrument is not effective as a lease amendment or otherwise until executed and delivered by both Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Amendment as of the date and year first above written.

LANDLORD:

FGHP 117 Limited Partnership
By: Garmont 117, Inc
Its: General Partner

By: _____

Name: W. MORSES SHOBBS JR

Title: VICE PRES

WITNESSES: _____
Melissa Barnon

TENANT:

MG Jewelers of Miami, Inc.
a Florida corporation

By: _____

Name: Jorge L. Carvajal

Title: President

WITNESSES: _____

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FIRST AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE ("**Amendment**") is made as of_____, 2011 by and between FGHP 117 Limited Partnership, and whose principal address is 645 Fifth Avenue, 6th Floor, New York, New York, 10022 ("LESSOR") and MG Jewelers of Miami, Inc dba Five Star Jewelers, whose principal address is 13804 SW 152nd Street, Miami, FL 33177 ("LESSEE")

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Original document

SECOND AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE ("**Amendment**") is made as of_____, 2011 by and between FGHP 117 Limited Partnership, and whose principal address is 645 Fifth Avenue, 6th Floor, New York, New York, 10022 ("LESSOR") and MG Jewelers of Miami, Inc dba Five Star Jewelers, whose principal address is 13804 SW 152nd Street, Miami, FL 33177 ("LESSEE")

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