

2/3-006

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Sec. Twp. Range

ZONING HEARING APPLICATION
MIAMI-DADE COUNTY
DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES

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

DH

LIST ALL FOLIO #s: 30-4011-020-0170

Date Received

1. NAME OF APPLICANT (Owner(s) of record of the property or lessee. If applicant is a lessee, an executed 'Owner's Sworn-to-Consent' and copy of a valid lease for 1 year or more is required. If the applicant is a corporation, trust, partnership, or like entity, a 'Disclosure of Interest' is required).

CAROL JEWELERS

2. APPLICANT'S MAILING ADDRESS, TELEPHONE NUMBER:

Mailing Address: 7295 CORAL WAY STE 2
City: MIAMI State: FL Zip: 33155 Phone#: 305-267-4456

3. OWNER'S NAME, MAILING ADDRESS, TELEPHONE NUMBER:

Owner's Name (Provide name of ALL owners): MIKE SIGLER (CORAL WAY SHOPPING, LLC.)
Mailing Address: 3455 SW 130 AVE
City: MIAMI State: FL Zip: 33175 Phone#: 786-286-7498

4. CONTACT PERSON'S INFORMATION:

Name: NANETTE LEVI Company: LAW OFFICES NANETTE LEVI
Mailing Address: 2114 GRANADA BLVD
City: CORAL GABLES State: FLORIDA Zip: 33134
Phone# 3052199745 Fax# _____ E-mail: NLOPEZLIMA @ GMAIL.COM

5. LEGAL DESCRIPTION OF ALL PROPERTY COVERED BY THE APPLICATION

(Provide complete legal description, i.e., lot, block, subdivision name, plat book & page number, or metes and bounds. Include section, township, and range. If the application contains multiple rezoning requests, a legal description for each requested zone must be provided. Attach separate sheets as needed and clearly label (identify) each legal description attached. In addition to paper version it is requested that lengthy metes and bounds descriptions be provided on diskette or compact disc in Microsoft Word or compatible software.)

LOT 17, 17a, 18, 18a, 19 AND 19a LESS THE SOUTH 15 FEET
IN BLOCK F OF SECTION NO. 2 CORAL TERRACE
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT
BOOK 14 AT PAGE 58 OF THE PUBLIC RECORDS OF
MIAMI DADE COUNTY, FLORIDA

6. ADDRESS OR LOCATION OF PROPERTY (For location, use description such as NE corner of, etc.)

7295 CORAL WAY - THE NW SIDE OF ON CORAL WAY AND 72 AVE.

7. SIZE OF PROPERTY 150 ft x 150 ft (in acres): 22,500
(divide total sq. ft. by 43,560 to obtain acreage)

8. DATE property acquired leased: 12/2012 (month & year)

9. Lease term: 5 years

10. IS CONTIGUOUS PROPERTY OWNED BY THE SUBJECT PROPERTY OWNER(S)?

no yes If yes, provide complete legal description of said contiguous property.

11. Is there an option to purchase or lease the subject property or property contiguous thereto?

no yes (If yes, identify potential purchaser or lessee and complete 'Disclosure of Interest' form)

12. PRESENT ZONING CLASSIFICATION: BUI

13. APPLICATION REQUESTS (Check all that apply and describe nature of the request in space provided)

District Boundary(zone) Changes [Zone(s) requested]: _____

(Provide a separate legal description for each zone requested)

Unusual Use: _____

Use Variance: TO ALLOW A PAWN SHOP TO OPERATE IN A BUI ZONING ⁶⁴⁰⁰ _{COMMERCIAL}

Non-Use Variance: _____

Alternative Site Development: Option: _____

Special Exception: TO ALLOW A PAWN SHOP TO OPERATE IN A BUI ZONING

Modification of Previous Resolution/Plan: _____

Modification of Declaration or Covenant: _____

14. Has a public hearing been held on this property within the last year & a half? no yes .

If yes, provide applicant's name, date, purpose and result of hearing, and resolution number:

15. Is this application a result of a violation notice? no yes . If yes, give name to whom the

violation notice was served: _____ and describe the violation:

16. Describe structures on the property: SHOPPING CENTER

17. Is there any existing use on the property? no yes . If yes, what use and when established?

Use: RETAIL SHOPPING CENTER Year: _____

18. Do you require a translator for the actual hearing? Yes No

If yes: Spanish Haitian Creole Other (Please specify which language)

19. If you would like a preliminary courtesy review of your application by the technical staff of the Developmental Impact Committee, please check Yes

If yes, the application will be placed on the next available Developmental Impact Committee agenda. There is no additional charge for this service.

APPLICANT'S AFFIDAVIT

The Undersigned, first being duly sworn depose that all answers to the questions in this application, and all supplementary documents made a part of the application are honest and true to the best of (my)(our) knowledge and belief. (I)(We) understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

OWNER OR TENANT AFFIDAVIT

(I)(WE), _____, being first duly sworn, depose and say that (I am)(we are) the owner tenant of the property described and which is the subject matter of the proposed hearing.

Signature

Signature

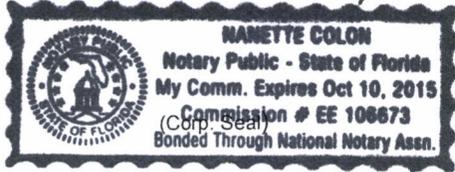
Sworn to and subscribed to before me
this ____ day of _____, _____.

Notary Public: _____
Commission Expires: _____

CORPORATION AFFIDAVIT

(I)(WE), CORAL WAY SHOPPING, being first duly sworn, depose and say that (I am)(we are) the President Vice-President Secretary Asst. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; and that said corporation is the owner tenant of the property described herein and which is the subject matter of the proposed hearing.

Attest: MIKE SIGLER MGR



Authorized Signature
MGR

Office Held

Sworn to and subscribed to before me
this ____ day of _____, _____.

Notary Public: _____
Commission Expires: _____

PARTNERSHIP AFFIDAVIT

(I)(WE), _____, being first duly sworn, depose and say that (I am)(we are) partners of the hereinafter named partnership, and as such, have been authorized to file this application for a public hearing; and that said partnership is the owner tenant of the property described herein which is the subject matter of the proposed hearing.

(Name of Partnership)

By _____ %

By _____ %

By _____ %

By _____ %

Sworn to and subscribed to before me
this ____ day of _____, _____.

Notary Public: _____
Commission Expires: _____

ATTORNEY AFFIDAVIT

I, _____, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the Owner of the property described and which is the subject matter of the proposed hearing.

Signature

Sworn to and subscribed to before me
this ____ day of _____, _____.

Notary Public: _____
Commission Expires: _____

OWNERSHIP AFFIDAVIT
FOR
CORPORATION

STATE OF FLORIDA Public Hearing No. _____
COUNTY OF MIAMI DADE

Before me, the undersigned authority, personally appeared MIKE SIGLER
OF CORAL WAY SHOPPING hereinafter the Affiant(s), who being first duly
sworn by me, on oath, deposes and says:

- Affiant is the president, vice-president or CEO of the Corporation, with the following address:
3455 SW 130 AVE, MIAMI, FL. 33175
- The Corporation owns the property which is the subject of the proposed hearing.
- The subject property is legally described as:

- Affiant is legally authorized to file this application for public hearing.
- Affiant understands this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning granted at public hearing.

Witnesses:

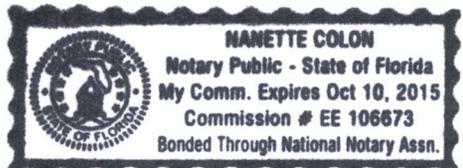
Carol Suarez
Signature
CAROL SUAREZ
Print Name

Mike Sigler
Affiant's signature
MIKE SIGLER
Print Name

Alberto Reyes
Signature
ALBERTO REYES
Print Name

Sworn to and subscribed before me on the _____ day of _____ 20 ____.

Affiant is personally known to me or has produced _____ as identification



Notary *Nanette Colon*
(Stamp/Seal)

Commission Expires:

[L:forms/afficorp.sam (1/04)]

OWNERSHIP AFFIDAVIT
FOR
CORPORATION

STATE OF Florida Public Hearing No. _____
COUNTY OF Miami Dade

Before me, the undersigned authority, personally appeared Carol Suarez
of Carol Jewelers _____ hereinafter the Affiant(s), who being first duly
sworn by me, on oath, deposes and says:

- Affiant is the president, vice-president or CEO of the Corporation, with the following address:
7295 Coral Way, STE 2, Miami, FL 33155
- The Corporation owns the property which is the subject of the proposed hearing.
- The subject property is legally described as:
Lot 17, 17a, 18, 18a, 19 and 19a less the South 15 feet in block F of Section No. 2 Coral terrace according to the plat thereof as recorded in Plat book 14 at Page 58 of the Public Records of Miami Dade County, Florida
- Affiant is legally authorized to file this application for public hearing.
- Affiant understands this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning granted at public hearing.

Witnesses:

[Signature]
Signature

Nanette Colon
Print Name

[Signature]
Affiant's signature

CAROL SUAREZ
Print Name

[Signature]
Signature

ALBERT ROYER
Print Name

Sworn to and subscribed before me on the ____ day of _____ 20 ____.

Affiant is personally known to me or has produced _____ as identification

Notary

(Stamp/Seal)

Commission Expires:

DISCLOSURE OF INTEREST*

If a CORPORATION owns or leases the subject property, list principal stockholders and percent of stock owned by each. [Note: Where principal officers or stockholders consist of other corporation(s), trust(s), partnership(s) or other similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

CORPORATION NAME: CAROL JEWELERS, CORP

<u>NAME AND ADDRESS</u>	<u>Percentage of Stock</u>
<u>CAROL JEWELERS, CORP</u>	<u>100%</u>
<u>7295 SW 24 ST SUITE 2</u>	
<u>MIAMI, FL 33155</u>	
<u>CAROL SUAREZ</u>	

If a TRUST or ESTATE owns or leases the subject property, list the trust beneficiaries and the percent of interest held by each. [Note: Where beneficiaries are other than natural persons, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

TRUST/ESTATE NAME _____

<u>NAME AND ADDRESS</u>	<u>Percentage of Interest</u>
_____	_____
_____	_____
_____	_____
_____	_____

If a PARTNERSHIP owns or leases the subject property, list the principals including general and limited partners. [Note: Where the partner(s) consist of another partnership(s), corporation(s), trust(s) or other similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

PARTNERSHIP OR LIMITED PARTNERSHIP NAME: _____

<u>NAME AND ADDRESS</u>	<u>Percentage of Ownership</u>
_____	_____
_____	_____
_____	_____
_____	_____

If there is a CONTRACT FOR PURCHASE, by a Corporation, Trust or Partnership list purchasers below, including principal officers, stockholders, beneficiaries or partners. [Note: Where principal officers, stockholders, beneficiaries or partners consist of other corporations, trusts, partnerships or other similar entities, further disclosure shall be made to identify natural persons having the ultimate ownership interests].

NAME OF PURCHASER: _____

<u>NAME, ADDRESS AND OFFICE</u> (if applicable)	<u>Percentage of Interest</u>
_____	_____
_____	_____
_____	_____
_____	_____

Date of contract: _____

If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership or trust.

_____	_____
_____	_____
_____	_____
_____	_____

NOTICE: For any changes of ownership or changes in purchase contracts after the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest is required.

The above is a full disclosure of all parties of interest in this application to the best of my knowledge and belief.

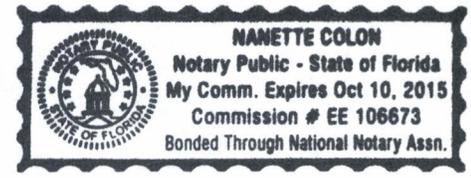
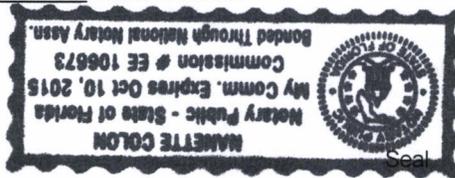
Signature: _____
(Applicant)



Sworn to and subscribed before me this 22 day of 1, 2013. Affiant is personally know to me or has produced _____ as identification.

(Notary Public)

My commission expires: _____



*Disclosure shall not be required of: 1) any entity, the equity interests in which are regularly traded on an established securities market in the United States or another country; or 2) pension funds or pension trusts of more than five thousand (5,000) ownership interests; or 3) any entity where ownership interests are held in a partnership, corporation or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership and where no one (1) person or entity holds more than a total of five per cent (5%) of the ownership interest in the partnership, corporation or trust. Entities whose ownership interests are held in a partnership, corporation, or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership, shall only be required to disclose those ownership interest which exceed five (5) percent of the ownership interest in the partnership, corporation or trust.

DISCLOSURE OF INTEREST*

If a CORPORATION owns or leases the subject property, list principal stockholders and percent of stock owned by each. [Note: Where principal officers or stockholders consist of other corporation(s), trust(s), partnership(s) or other similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

CORPORATION NAME: _____

<u>NAME AND ADDRESS</u>	<u>Percentage of Stock</u>
CORAL WAY SHOPPING LLC	100 %
3455 S.W. 130 AVE	
MIAMI FL 33175	
MIKE SIGLER	

If a TRUST or ESTATE owns or leases the subject property, list the trust beneficiaries and the percent of interest held by each. [Note: Where beneficiaries are other than natural persons, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

TRUST/ESTATE NAME _____

<u>NAME AND ADDRESS</u>	<u>Percentage of Interest</u>
_____	_____
_____	_____
_____	_____
_____	_____

If a PARTNERSHIP owns or leases the subject property, list the principals including general and limited partners. [Note: Where the partner(s) consist of another partnership(s), corporation(s), trust(s) or other similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

PARTNERSHIP OR LIMITED PARTNERSHIP NAME: _____

<u>NAME AND ADDRESS</u>	<u>Percentage of Ownership</u>
_____	_____
_____	_____
_____	_____
_____	_____

If there is a CONTRACT FOR PURCHASE, by a Corporation, Trust or Partnership list purchasers below, including principal officers, stockholders, beneficiaries or partners. [Note: Where principal officers, stockholders, beneficiaries or partners consist of other corporations, trusts, partnerships or other similar entities, further disclosure shall be made to identify natural persons having the ultimate ownership interests].

NAME OF PURCHASER: _____

NAME, ADDRESS AND OFFICE (if applicable)	Percentage of Interest
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Date of contract: _____

If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership or trust.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

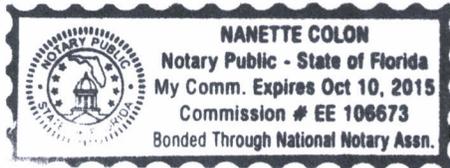
NOTICE: For any changes of ownership or changes in purchase contracts after the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest is required.

The above is a full disclosure of all parties of interest in this application to the best of my knowledge and belief.

Signature: _____
(Applicant)

Sworn to and subscribed before me this 22 day of 1, 20 13. Affiant is personally know to me or has produced _____ as identification.

(Notary Public)



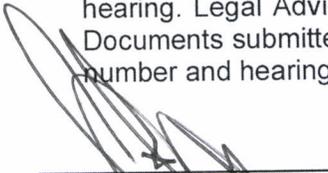
My commission expires: _____

Seal

*Disclosure shall not be required of: 1) any entity, the equity interests in which are regularly traded on an established securities market in the United States or another country; or 2) pension funds or pension trusts of more than five thousand (5,000) ownership interests; or 3) any entity where ownership interests are held in a partnership, corporation or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership and where no one (1) person or entity holds more than a total of five per cent (5%) of the ownership interest in the partnership, corporation or trust. Entities whose ownership interests are held in a partnership, corporation, or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership, shall only be required to disclose those ownership interest which exceed five (5) percent of the ownership interest in the partnership, corporation or trust.

ACKNOWLEDGEMENT BY APPLICANT

1. The Public Works Department, the Department of Environmental Resources Management (DERM), and other County agencies review and critique zoning hearing applications which may affect the scheduling and outcome of my hearing. These reviews may require additional hearings before DERM's Environmental Quality Control Board (EQCB), or other County boards, and/or the proffering of agreements to be recorded. I am also aware that I must comply promptly with any DERM or Public Works conditions and advise this office in writing if my application will be withdrawn.
2. Filing fees may not be the total cost of a hearing. Some requests require notices to be mailed to property owners up to a mile from the subject property and I am responsible for paying the additional radius mailing costs. In addition to mailing costs, I am responsible for additional fees related to application changes, plan revisions, deferrals, re-advertising, etc., that may be incurred. I understand that fees must be paid promptly. Applications withdrawn within 60 days of the filing are eligible for a refund of 50% of the hearing fee but after that time hearings withdrawn or returned will be ineligible for a refund. Refunds must be requested in writing.
3. Applicable Florida Building Code requirements may affect my ability to obtain a building permit even if my zoning application is approved; and a building permit will probably be required. I am responsible for obtaining any required permits and inspections for all structures and additions proposed, or built without permits. And that a Certificate of Use (C.U.) must be obtained for the use of the property after it has been approved at Zoning Hearing. Failure to obtain the required permits and/or C.U., Certificates of Completion (C.C.) or Certificate of Occupancy (C.O.) will result in enforcement action against any occupant and owner. Submittal of the Zoning Hearing application may not forestall enforcement action against the property.
4. The 3rd District Court of Appeal has ruled that zoning applications inconsistent with the Comprehensive Development Master Plan (CDMP) should not be approved by a zoning board and the recommendation will be for denial or deferral. Therefore, I acknowledge that if the hearing request is inconsistent with the CDMP and I decide to go forward then my hearing request can only be denied or deferred, but not approved. I also understand that I will not be reimbursed any fees paid unless I withdraw within 60 days of filing and then I will receive a 50% refund.
5. Any covenant to be proffered must be submitted to the Department's Legal Advisor, on County form, at least 1 month prior to the hearing date. The covenant will be reviewed and the applicant will be notified if changes or corrections are necessary. Once the covenant is acceptable, the applicant is responsible to submit the executed covenant with a current 'Opinion of Title' within 1 week of the hearing. Legal Advisor can advise as to additional requirements applicable to foreign corporations. Documents submitted to Legal Advisor must carry a cover letter indicating subject matter, application number and hearing date. Legal Advisor may be reached at (305) 375-3075

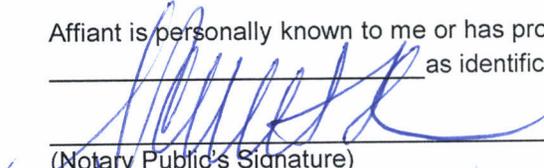


(Applicant's Signature)
MIKE SIGLER

(Print Name of Applicant)

Sworn to and subscribed before me on the _____ Day of _____, _____.

Affiant is personally known to me or has produced _____ as identification.

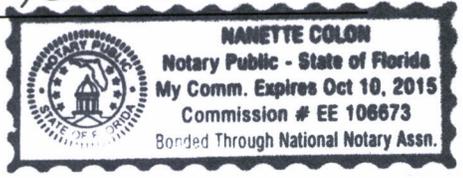


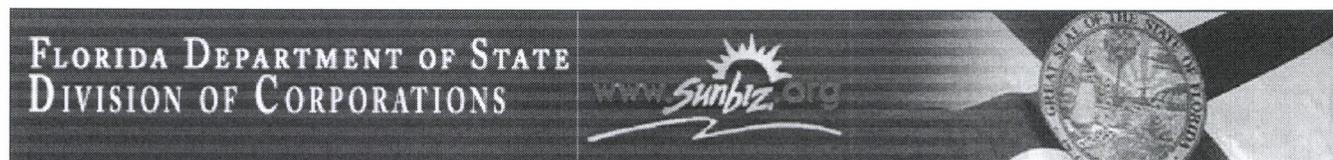
(Notary Public's Signature)
Nanette Colon

Print Name

My commission expires _____

State of: **FLORIDA**





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Entity Name Search

No Events

No Name History

Detail by Entity Name

Florida Limited Liability Company

CORAL WAY SHOPPING LLC

Filing Information

Document Number L10000082518
FEI/EIN Number 273219139
Date Filed 08/05/2010
State FL
Status ACTIVE
Effective Date 08/05/2010

Principal Address

3455 SW 130 AVE
MIAMI FL 33175

Mailing Address

692 W 29 ST #9
HIALEAH FL 33012

Registered Agent Name & Address

SIGLER, JR., MIGUEL
3455 SW 130 AVE
MIAMI FL 33175

Manager/Member Detail

Name & Address

Title MGR

SIGLER, JR, MIGUEL
3455 SW 130 AVE
MIAMI FL 33175

Annual Reports

Report Year	Filed Date
2011	03/16/2011
2012	02/22/2012

Document Images

[02/22/2012 -- ANNUAL REPORT](#)

[03/16/2011 -- ANNUAL REPORT](#)

08/05/2010 -- Florida Limited Liability

[View image in PDF format](#)

Note: This is not official record. See documents if question or conflict.

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State of Florida, Department of State

P.H. # _____

**Owner's Sworn-to-Consent
Permitting Tenant to File for a Hearing
(Corporation)**

On behalf of Coral Way Shopping LLC, a Florida
(state) corporation, MIKEL SIGLER being first duly sworn, deposes
and says that as the President/Vice-President, or CEO (circle one) of the aforesaid Corporation,
which is the Owner of the property legally described below and which is the subject property of the
proposed hearing, does hereby grant consent to Carol Suarez of Carol Jewels, as
Tenant to file this application for a public hearing.

Legal Description:

Lot 17, 17a, 18, 18a, 19 and 19a less the South 15 feet
in block F of Section No 2 Coral Terrace according to the
plat thereof as recorded in Plat Book 14 at Page 58 of the Public
Records of Miami Dade County, Florida

Witnesses:

Alexander Suarez
Signature
ALEXANDER SUAREZ
Print Name
Alber Penco
Signature
ALBER Penco
Print Name

Coral Way Shopping LLC
Name of Corporation
Address:
7295 Coral Way
Miami, FL 33155
By [Signature]
President, Vice-President or CEO*(circle one)

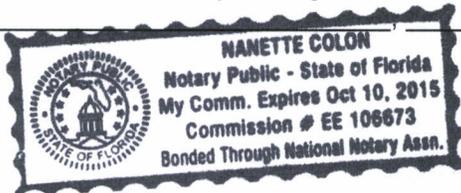
**[*Note: All others require attachment of
original corporate resolution of
authorization]**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by
_____, of _____ corporation, on
behalf of the corporation. He/She is personally known to me or has produced
_____, as identification.

Witness my signature and official seal this _____ day of
_____, in the County and State aforesaid.



Notary Public-State

Print Name

My Commission Expires:

P.H. # _____

**Owner's Sworn-to-Consent
Permitting Tenant to File for a Hearing
(Corporation)**

On behalf of CORAL WAY SHOPPING LLC, a FLORIDA (state) corporation, MIKE SIGLER being first duly sworn, deposes and says that as the President/Vice-President, or CEO (circle one) of the aforesaid Corporation, which is the Owner of the property legally described below and which is the subject property of the proposed hearing, does hereby grant consent to _____, as Tenant to file this application for a public hearing.

Legal Description:

LOT 17, 17a, 18a, 18, 19 and 19a less the South 15 feet in BLOCK F OF SECTION No 2 CORAL TERRACE according to the PLAT THERE OF AS RECORDED IN PLAT BOOK 14 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA

Witnesses:

[Signature]
Signature
CAROL SUAREZ
Print Name
Albert Reyes
Signature
ALBERTO REYES
Print Name

CORAL WAY SHOPPING LLC
Name of Corporation
Address:
7295 CORAL WAY
MIAMI FL 33155
By [Signature]
President, Vice-President or CEO*(circle one)

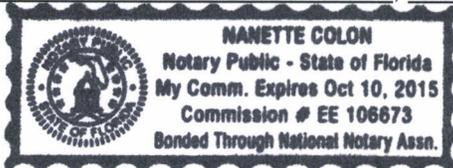
[*Note: All others require attachment of original corporate resolution of authorization]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____, of _____ corporation, on behalf of the corporation. He/She is personally known to me or has produced _____, as identification.

Witness my signature and official seal this _____ day of _____, in the County and State aforesaid.



Notary Public-State

Print Name

My Commission Expires:

COMMERCIAL LEASE AGREEMENT

213-006
RECEIVED
JAN 22 2013

AGREEMENT OF LEASE made this 11/09/12 between Coral Way Shopping. (hereinafter referred to as "Lessor"), and _____ (hereinafter referred to as "Lessee").

ZONING HEARINGS SECTION
MIAMI-DADE PLANNING AND ZONING DEPT
BY

DH

1. **DEMISED PREMISES.** The subject Demised Premises, in the Center are more particularly described as follows:

Located at: 7295 SW 24th, SUITE 2
Miami, Florida 33155

The term "Demised Premises" as used herein shall refer to the leased premises as measured from all outside surfaces of the finished building and from the center of all party walls. No deductions from Demised Premises are made for columns or projections necessary to the building. Lessee's Demised Premises has been calculated on the basis of the foregoing definition and is hereby stipulated for all purposes hereof to be approximately 900 square feet whether the same should be more or less as a result of minor variations resulting from actual construction and completions of the leased premises for occupancy.

The Demised Premises are leased together with all appurtenances including, without' limitation, the right to use in common with others the lading areas, parking areas and other public portions of the parcel on which the Center is constructed.

2. **USE OF PREMISES.** The premises are leased to Lessee for the use only as an establishment for JEWELRY STORE -- Lessee agrees not to use the subject premises or to permit their use or the use of any part of the subject premises for any other purpose without first obtaining the written consent of Lessor prior to such time.

During the continuance of this Lease, the leased premises shall not be used for any purpose in violation of the federal state or municipal statue or ordinance or of any order, regulations, orders or directives now existing or may hereafter provide concerning the use and safety of the premises. On the breach of any such provisions by Lessee, Lessor may, at his option, consider Lessee in default pursuant to Paragraph 31 herein.

3. **LENGTH OF TERM.** The term of this lease shall be for 5 year(s), following the commencement of the terms unless terminated or extended as hereinafter provided.

4. **COMMENCEMENT OF TERM.** The lease term shall commence on 12/1/2012 and ending term to 12/1/2017.

Rent.

Minimum Base Annual Rental. Lessee shall pay Lessor a minimum base annual rental of the term of this Lease plus all sale tax levied by any federal, state, county, installments due on the first day of each month during the term of this Lease constituting the minimum monthly rental due Lessor by Lessee as follows:

\$1600.00 SIXTEEN HUNDRED Including rental
sales tax at the 7.0%

B. Pro Rated Share of all expenses as Additional Rent. In addition to the minimum base rental "A" above, Lessee shall pay a pro rated share of all expenses related to the Center as follows:

1) Ad Valorem Real Estate Taxes, Assessments and Personal Property Taxes. Lessee shall pay its pro rata share of all real property taxes and special assessments which may be levied or assessed by any lawful authority against the land and improvements of the center. Such pro rata share shall be calculated as follows: In the case of the land, Lessee shall pay a fraction of such tax, the numerator of which shall be the square feet of the demised premises and the denominator of which fraction shall be the total land area of the property covered by said tax bill. In the case buildings, Lessee shall pay a fraction, the numerator of which shall be square feet of the demised premises and the denominator of which fraction shall be the total square feet of demised premises covered by said tax bill. A tax bill or photocopy thereof submitted by Lessor to lessee shall be sufficient evidence of the amount of taxes against the land and improvements to which it relates. Lessee's pro rata share shall be due and payable to Lessor within fourteen (14) days of notification by Lessor. In the event Lessor is required by any mortgagee to escrow such taxes, then Lessee shall also escrow Lessee's pro rata share. Lessee shall pay immediately upon receipt all persona property taxes levied by any and all government bodies.

2) Insurance. Lessee shall pay the pro rata share of liability insurance and of the cost of insurance against causality, loss or damage to the center to the extent of full insurable value thereof. Lessee's pro rata share shall be determined by multiplying the cost of such insurance by a fraction, the numerator of which is the square feet of Lessee's demised premises and the denominator which shall be the total square feet of demised premises covered by such insurance. An insurance bill or photocopy thereof shall be sufficient evidence of the amount of such insurance and Lessee's prop rata share shall be due and payable to Lessor within fourteen (14) days of notification by Lessor. In the event Lessor is required to escrow such insurance, than Lessee shall also escrow Lessee's pro rata share.

3) Common area Expenses. Lessee's pro rata percentage is five and fifty-five tenths (5.55%).

It is expressly understood that the expenses for which the Lessee shall pay a pro rata share according to the aforesaid formula include but are not limited to the following:

- a. Utilities. Lessee shall pay its pro rata percent of the cost of utilities, including electricity, water, gas or any other fuel and also for trash and garbage collection fees, and any sewer service charges for the common areas of the Center;
- b. Maintenance and repair of all the common area improvements, equipment and mechanical, electrical, sprinkler and other systems related thereto;
- c. Landscaping maintenance, supplies;
- d. Cleaning of the parking and common areas;
- e. Other cleaning, refurbishing and standard supplies as frequently as necessary to maintain a neat appearance of all common areas, including painting of the exterior of the Center building in which the Demised Premises are located;
- f. Management at a fee not to exceed prevailing market rates and terms; and
- g. Security expenses, if any.

It is understood and agreed that Lessor will make a diligent effort to hold down the cost of the above expenses. The receipts and records for same shall be available for inspection by Lessee during reasonable business hours.

Lessor does not warrant that any of the services above mentioned will be free from interruptions caused by repairs, renewal, improvements, alterations, strikes, lock-outs, accidents, inability of Lessor to obtain fuel or supplies or any other cause or causes beyond the reasonable control of Lessor. Any such interruption of service shall never be deemed an eviction or disturbance of Lessee's use and possession of the premises or any part thereof or render the Lessor liable to the Lessee for damages or relieve the Lessee from performance of the Lessee's obligations under this Lease provided that Lessor will make, at all times, reasonable efforts to promptly remedy any situation which might interrupt such services.

Throughout the term of this Lease, Lessor shall estimate the pro rata share of all expenses of Paragraph 5(B)(3) above for Common Area due from Lessee in advance, each month during said quarter and make any adjustments between the billed estimate and the actual expense in a subsequent quarter when actual costs are known, rendering Lessee any credit or debit due Lessee promptly after such adjustments are established. A statement of the estimated expenses, and a statement of the actual expenses for each quarter, shall be rendered to Lessee by Lessor and all records shall be available to Lessee for inspection at Lessor's office during normal business hours.