

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
 City of Key West Planning Department
 604 Simonton Street, Key West, FL 33040
 (305) 809-3720



Development Plan & Conditional Use Application

Applications will not be accepted unless complete

Development Plan

Conditional Use

Historic District

Major _____
 Minor _____

X

Yes _____
 No X

Please print or type:

- 1) Site Address 2786 R. N. Roosevelt Blvd Key West, FL 33040
- 2) Name of Applicant Lifestar Response of Alabama
- 3) Applicant is: Owner _____ Authorized Representative X
 (attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant 1150 S. PANAMA ST.
Montgomery, AL 36107
- 5) Applicant's Phone # 334-850-2636 Email dtisdale@lifestar-response.net
- 6) Email Address: dtisdale@lifestar-response.net
- 7) Name of Owner, if different than above N/A
- 8) Address of Owner _____
- 9) Owner Phone # 334-850-2636 Email N/A
- 10) Zoning District of Parcel CG RE# _____
- 11) Is Subject Property located within the Historic District? Yes _____ No X
 If Yes: Date of approval _____ HARC approval # _____
 OR: Date of meeting _____
- 12) Description of Proposed Development and Use. Please be specific, list existing and proposed buildings and uses, number of dwelling units, parking, restaurant seats, vehicles proposed, etc. If there is more than one use, describe in detail the nature of each use (Give concise description here and use a separate sheet if necessary).
Ambulance Service
Only doing internal modification i.e., sheetrock, walls, doors etc.

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13) Has subject Property received any variance(s)? Yes _____ No
If Yes: Date of approval _____ Resolution # _____

Attach resolution(s).

14) Are there any easements, deed restrictions or other encumbrances on the subject property?
Yes _____ No

If Yes, describe and attach relevant documents.

- A. For both *Conditional Uses* and *Development Plans*, provide the information requested from the attached **Conditional Use and Development Plan** sheet.
- B. For *Conditional Uses* only, also include the **Conditional Use Criteria** required under Chapter 122, Article III, Sections 122-61 and 122-62 of the Land Development Regulations (see attached copy of criteria).
- C. For *Major Development Plans* only, also provide the **Development Plan Submission Materials** required under Chapter 108, Article II, Division 7, Sections 108-226 through 108-248 of the Land Development Regulations (see attached copy of criteria) and any additional information as determined by the Planning Staff.

Please note, development plan and conditional use approvals are quasi-judicial hearings and it is improper to speak to a Planning Board member or City Commissioner about the project outside of the hearing.



Ladies and Gentlemen,

Please accept this letter as verification that LifeStar Response, dba Care Ambulance Service, will have offices located at 2780-2 N. Roosevelt BLVD and 2786-R N. Roosevelt BLVD. The office location at 2786-R N. Roosevelt BLVD will undergo interior only changes to accommodate for office space, classroom space, bunk rooms, and an area for the citizens in case of billing questions or concerns. The work done on the existing property *will not involve any exterior work*. The open floor plan will be converted into several rooms to best meet the needs of the staff.

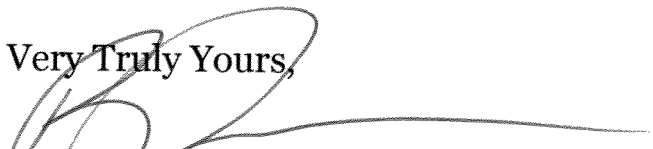
We have obtained full permission from the current landlord to proceed with this project and have hired a local licensed contractor to do the work. Enclosed please find the requested documents pertaining to our Conditional Use Application for this location.

We currently operate out of an office space just two doors east and there will be no impact on increased traffic flow, parking space additions, or any other exterior issues whatsoever.

As LifeStar Response is attempting to meet its contractual obligations to the city, we ask if possible to expedite our application. We are willing to assist in any way possible to move the process forward.

If I can be of further assistance please do not hesitate to contact me.

Very Truly Yours,


Douglas Tisdale
Regional Vice President
06-02-2011



Donald Craig

Mémo

À : Brendon

De :

CC : Mark F.

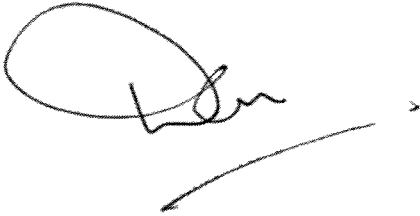
Date : May 19 2011

Re : Ambulance Cond. Use App

Brendon and Mark Please pardon my mistakes because I am typing this on a french layout Keyboard , which is not a qwerty layout so the mistakes may be many. I have attached a std. Cond. Use app form and indicated which portions i hav determined to be appropriate to this particular proposed use ;

Please call or email me if you disagree. I will be on a plane beginning at 10 am France time on 5 20 11 ;

Don



7 Ambulances
+ 1

A lot of the applicable materials can be presented in the form of a letter.

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Get a copy of existing survey from cartier shopping down

Required Plans and Related Materials for both a Conditional Use and Minor/Major Development Plan

I. Existing Conditions

- A) Recent Survey of the site by a licensed Surveyor showing all dimensions including distances from property lines, and including:
 - 1) Size of site;
 - 2) Buildings, structures, and parking;
 - 3) FEMA Flood Zone;
 - 4) Topography;
 - 5) Easements; and
 - 6) Location of Utility Lines (sewer, water, electric, cable) adjacent and extending into the site.
- NA B) Existing size, type and location of trees, hedges, and other features.
- NA C) Existing stormwater retention areas and drainage flows.
- D) A sketch showing adjacent land uses, buildings, and driveways.

II. Proposed Development: Plans at 11" X 17" (10,000 Sq. ft. or less); 24" X 36" if site is over 10,000 sq. ft.

- A) Site Plan to scale of with north arrow and dimensions by a licensed architect or engineer. info. From Survey.
 - 1) Buildings
 - 2) Setbacks
 - 3) Parking:
 - a. Number, location and size of automobile and bicycle spaces
 - b. Handicapped spaces
 - c. Curbs or wheel stops around landscaping
 - d. Type of pavement
 - 4) Driveway dimensions and material
 - 5) Location of Utility Lines (sewer, water, electric, cable) adjacent and extending into the site.
 - 6) Location of garbage and recycling
 - 7) Signs
 - 8) Lighting
 - 8) Project Statistics:
 - a. Zoning Broader provide.
 - b. Size of site
 - c. Number of units (or units and Licenses) — one license — connect?
 - d. If non-residential, floor area & proposed floor area ratio — LIST SIZE OF
 - NA e. Consumption area of restaurants & bars
 - NA f. Open space area and open space ratio
 - NA g. Impermeable surface area and impermeable surface ratio
 - h. Number of automobile and bicycle spaces required and proposed] LIST FOR ANSWERS of employees

B) Building Elevations

- Take photos 1) Drawings of all building from every direction. If the project is in the Historic District please submit HARC approved site plans.
- 2) Height of building.
- 3) Finished floor elevations and bottom of first horizontal structure
- 4) Height of existing and proposed grades

NA C) Drainage Plan: Existing & Proposed retention areas and calculations approved by the City Engineer. See one of the attached commercial and residential use Stormwater Retention Forms.

NA D) Landscape Plan: Size, type, location and number of plants to be removed, kept, and installed. The plan must be approved by the City Landscape Coordinator through a letter of approval. If the project is a Major Development Plan a landscape design prepared by a licensed Landscape Architect is required per Section 108-511(b) of the Land Development Regulations.

Beard
Can sit with
Applicant Rep. &
help complete.

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Development Plan

Major _____

Minor _____

Conditional Use

Historic District

Yes _____

No _____

Please print or type:

- 1) Site Address _____
- 2) Name of Applicant _____
- 3) Applicant is: Owner _____ Authorized Representative _____
(attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant _____

- 5) Applicant's Phone # _____ Email _____
- 6) Email Address: _____
- 7) Name of Owner, if different than above _____
- 8) Address of Owner _____
- 9) Owner Phone # _____ Email _____
- 10) Zoning District of Parcel _____ RE# _____
- 11) Is Subject Property located within the Historic District? Yes _____ No _____
If Yes: Date of approval _____ HARC approval # _____
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Brandy
double dt.
the shopping center
approval.

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13) Has subject Property received any variance(s)? Yes _____ No _____

If Yes: Date of approval _____ Resolution # _____

Attach resolution(s).

14) Are there any easements, deed restrictions or other encumbrances on the subject property?

Yes ____ No ____

If Yes, describe and attach relevant documents.

-
- A. For both *Conditional Uses* and *Development Plans*, provide the information requested from the attached **Conditional Use and Development Plan** sheet.
- B. For *Conditional Uses* only, also include the **Conditional Use Criteria** required under Chapter 122, Article III, Sections 122-61 and 122-62 of the Land Development Regulations (see attached copy of criteria).
- C. For *Major Development Plans* only, also provide the **Development Plan Submission Materials** required under Chapter 108, Article II, Division 7, Sections 108-226 through 108-248 of the Land Development Regulations (see attached copy of criteria) and any additional information as determined by the Planning Staff.

Please note, development plan and conditional use approvals are quasi-judicial hearings and it is improper to speak to a Planning Board member or City Commissioner about the project outside of the hearing.

See Modifications

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- III. **Solutions Statement.** Aspects of the design that address community issues including but not limited to water pollution from stormwater runoff, potable water conservation, waste disposal, recycling, energy conservation, affordable housing, and impacts on neighbors such as lighting, noise, traffic and parking.

Development Plan Submission Materials

Sec. 108-226. Scope.

A development plan, for the purposes of this division, shall include but not necessarily be limited to the requirements in this division. With the exception of sections 108-227 through 108-229, the city planner may waive or modify requirements, information and specific performance criteria for development plan review after rendering a finding in writing that such requirements:

- (1) Are not necessary prior to development plan approval in order to protect the public interest or adjacent properties;
- (2) Bear no relationship to the proposed project or its impacts; and
- (3) Are found to be impractical based on the characteristics of the use, including the proposed scale, density/intensity, and anticipated impacts on the environment, public facilities and adjacent land uses.

Sec. 108-227. Title block. *NA - Use Survey*

The development plan shall contain the following pertaining to the title block:

- (1) Name of development.
- (2) Name of owner/developer.
- (3) Scale.
- (4) North arrow.
- (5) Preparation and revision date.
- (6) Location/street address of development.

Sec. 108-228. Identification of key persons.

The development plan shall contain the following pertaining to identification of key persons:

- (1) Owner.
- (2) Owner's authorized agent.
- (3) Engineer and architect. *Architect/contractor Res. responsibility*
- (4) Surveyor.
- (5) Landscape architect and/or environmental consultant. *NA*
- (6) Others involved in the application.

Yes (7) A verified statement showing each and every individual person having a legal and/or equitable ownership interest in the subject property, except publicly held corporations whose stock is traded on a nationally recognized stock exchange, in which case the names and addresses of the corporation and principal executive officers together with any majority stockholders will be sufficient.

Sec. 108-229. Project description.

Project description should be included on the site plan sheet. The development plan shall contain the following pertaining to the project description:

- (1) Zoning (include any special districts).
- (2) Project site size (acreage and/or square footage).
- (3) Legal description.
- (4) ~~Building size~~ *Yes*
- (5) Floor area ratio, permitted and proposed. *others NA*
- (6) Lot coverage, permitted and proposed.
- (7) Impervious surface.
- (8) Pervious surface.
- (9) Landscape areas.

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- YES*
- (10) Parking spaces, permitted and proposed.
 - (11) Delineation of location of existing and proposed structures. *From Survey*
 - (12) Existing and proposed development type denoted by land use including density/intensity.
 - (13) Setbacks.

Sec. 108-230. Other project information.

A general outline of the proposed development shall include the following criteria where applicable:

- (1) Proposed stages or phases of development or operation and facility utilization.
- (2) Target dates for each phase.
- (3) Expected date of completion.
- (4) Proposed development plan for the site.
- (5) A written description of characteristics of the proposed development (i.e., number and type of residential units; floor area by land use; number of tourist accommodations units; seating or parking capacities; number of hospital beds; any proposed outside facilities or areas to be used for storage, display, outside sales, waste disposal or similar use; and any other proposed uses).
- NP* (6) For planned unit developments, indicate design techniques (i.e., clustering, zero lot line, or other techniques) used to reduce public facility costs, reduce disturbance of natural resources, and preserve scenic quality of the site.
- NP* (7) Buildings and sitting specifications which shall be utilized to reduce damage potential and to comply with federal flood insurance regulations.
- NA* (8) Protection against encroachment together with proposed mitigation measures to be employed within environmentally sensitive areas.

Sec. 108-231. Residential developments. *NP*

- (a) If the development includes residential units, the following characteristics shall be discussed in the written description:
 - (1) A breakdown of the proposed residential units by number of bedrooms;
 - (2) Tenure (i.e., owner-occupied or rental); and
 - (3) Structure type, such as single-family, duplex, multiple-family, mobile home.
- (b) Refer to division 10 of article V of chapter 122 for information and legal instruments needed to satisfy the city's affordable housing requirements.

Sec. 108-232. Intergovernmental coordination.

The development plan shall contain the following pertaining to intergovernmental coordination:

- (1) Provide proof of coordination with applicable local, regional, state and federal agencies, including but not limited to the following agencies that will be involved in the project:
 - NP* a. South Florida Regional Planning Council (SFRPC).
 - b. City electric system (CES).
 - c. State department of environmental protection (DEP).
 - d. Army Corps of Engineers (ACOE).
 - e. South Florida Water Management District (SFWMD).
 - f. State department of transportation (DOT).
 - g. State department of community affairs (DCA).
 - h. Florida Keys Aqueduct Authority (FKAA).
 - i. State fish and wildlife conservation commission (F&GC).
 - j. The county.
- YES* (2) Provide evidence that any necessary permit, lease or other permission from applicable local, regional, state and federal agencies has been obtained for any activity that will impact wetland communities or submerged land.
- (3) When intergovernmental coordination efforts are incomplete, the applicant shall provide evidence of good faith efforts towards resolving intergovernmental coordination issues.

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- (1) Land use compatibility. The applicant shall demonstrate that the conditional use, including its proposed scale and intensity, traffic-generating characteristics, and off-site impacts are compatible and harmonious with adjacent land use and will not adversely impact land use activities in the immediate vicinity.
- (2) Sufficient site size, adequate site specifications, and infrastructure to accommodate the proposed use. The size and shape of the site, the proposed access and internal circulation, and the urban design enhancements must be adequate to accommodate the proposed scale and intensity of the conditional use requested. The site shall be of sufficient size to accommodate urban design amenities such as screening, buffers, landscaping, open space, off-street parking, efficient internal traffic circulation, infrastructure (i.e., refer to chapter 94 to ensure concurrency management requirements are met) and similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.
- (3) Proper use of mitigative techniques. The applicant shall demonstrate that the conditional use and site plan have been designed to incorporate mitigative techniques needed to prevent adverse impacts to adjacent land uses. In addition, the design scheme shall appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.
- (4) Hazardous waste. The proposed use shall not generate hazardous waste or require use of hazardous materials in its operation without use of city-approved mitigative techniques designed to prevent any adverse impact to the general health, safety and welfare. The plan shall provide for appropriate identification of hazardous waste and hazardous material and shall regulate its use, storage and transfer consistent with best management principles and practices. No use which generates hazardous waste or uses hazardous materials shall be located in the city unless the specific location is consistent with the comprehensive plan and land development regulations and does not adversely impact wellfields, aquifer recharge areas, or other conservation resources.
- (5) Compliance with applicable laws and ordinances. A conditional use application shall demonstrate compliance with all applicable federal, state, county, and city laws and ordinances. Where permits are required from governmental agencies other than the city, these permits shall be obtained as a condition of approval. The city may affix other conditions to any approval of a conditional use in order to protect the public health, safety, and welfare.
- (6) Additional criteria applicable to specific land uses. Applicants for conditional use approval shall demonstrate that the proposed conditional use satisfies the following specific criteria designed to ensure against potential adverse impacts which may be associated with the proposed land use:
 - a. Land uses within a conservation area. Land uses in conservation areas shall be reviewed with emphasis on compliance with section 108-1 and articles III, IV, V, VII and VIII of chapter 110 pertaining to environmental protection, especially compliance with criteria, including land use compatibility and mitigative measures related to wetland preservation, coastal resource impact analysis and shoreline protection, protection of marine life and fisheries, protection of flora and fauna, and floodplain protection. The size, scale and design of structures located within a conservation area shall be restricted in order to prevent and/or minimize adverse impacts on natural resources. Similarly, public uses should only be approved within a wetland or coastal high hazard area V zone when alternative upland locations are not feasible on an upland site outside the V zone.
 - b. Residential development. Residential development proposed as a conditional use shall be reviewed for land use compatibility based on compliance with divisions 2 through 14 of article IV and divisions 2 and 3 of article V of this chapter pertaining to zoning district regulations, including size and dimension regulations impacting setbacks, lot coverage, height, mass of building, building coverage, and open space criteria. Land use compatibility also shall be measured by appearance, design, and land use compatibility criteria established in chapter 102; articles III, IV and V of chapter 108; section 108-956; and article II of chapter 110; especially protection of historic resources; subdivision of land; access, internal circulation, and off-street parking; as well as possible required mitigative measures such as landscaping and site design amenities.

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- c. Commercial or mixed use development. Commercial or mixed use development proposed as a conditional use shall be reviewed for land use compatibility based on compliance with divisions 2 through 14 of article IV and divisions 2 and 3 of article V of this chapter pertaining to zoning district regulations, including size and dimension regulations impacting floor area ratio, setbacks, lot coverage, height, mass of buildings, building coverage, and open space criteria. Land use compatibility also shall be measured by appearance, design, and land use compatibility criteria established in chapter 102; articles I, II, IV and V of chapter 108; section 108-956; and article II of chapter 110; especially protection of historic resources; subdivision of land; access, pedestrian access and circulation; internal vehicular circulation together with access and egress to the site, and off-street parking; as well as possible required mitigative measures such as landscaping, buffering, and other site design amenities. Where commercial or mixed use development is proposed as a conditional use adjacent to U.S. 1, the development shall be required to provide mitigative measures to avoid potential adverse impacts to traffic flow along the U.S. 1 corridor, including but not limited to restrictions on access from and egress to U.S. 1, providing for signalization, acceleration and deceleration lanes, and/or other appropriate mitigative measures.
- NA* d. Development within or adjacent to historic district. All development proposed as a conditional use within or adjacent to the historic district shall be reviewed based on applicable criteria stated in this section for residential, commercial, or mixed use development and shall also comply with appearance and design guidelines for historic structures and contributing structures and/or shall be required to provide special mitigative site and structural appearance and design attributes or amenities that reinforce the appearance, historic attributes, and amenities of structures within the historic district.
- e. Public facilities or institutional development. Public facilities or other institutional development proposed as a conditional use shall be reviewed based on land use compatibility and design criteria established for commercial and mixed use development. In addition, the city shall analyze the proposed site location and design attributes relative to other available sites and the comparative merits of the proposed site, considering professionally accepted principles and standards for the design and location of similar community facilities and public infrastructure. The city shall also consider compliance with relevant comprehensive plan assessments of community facility and infrastructure needs and location impacts relative to service area deficiencies or improvement needs.
- NA* f. Commercial structures, uses and related activities within tidal waters. The criteria for commercial structures, uses and related activities within tidal waters are as provided in section 122-1186.
- NA* g. Adult entertainment establishments. The criteria for adult entertainment establishments are as provided in division 12 of article V of this chapter.

ing, together with its accessory building and uses, is maintained and controlled by a religious body organized to sustain public worship.

- j. *Protective services* means fire, law enforcement and emergency medical related facilities planned and operated for the general welfare of the public.
- k. *Public parks and recreation areas* means public parks and recreation land and facilities developed for use by the general public.
 - 1. *Active parks and recreation* means leisuretime activities, usually of a more formal nature and performed with others, often requiring equipment and taking place at prescribed

Authorization Form

City of Key West
Planning Department



Authorization Form
(Where Owner is a Business Entity)

Please complete this form if someone other than the owner is representing the property owner in this matter.

I, Sandra Jarrett as
Please Print Name of person with authority to execute documents on behalf of entity

VP, LPI Key West Inc, General Ptr of LPI Key West Associates LTD/
Name of office (President, Managing Member) *Name of owner from deed* SKH, INC. Land owner Property Owner

authorize Douglas Tisdale
Please Print Name of Representative

to be the representative for this application and act on my/our behalf before the City of Key West.

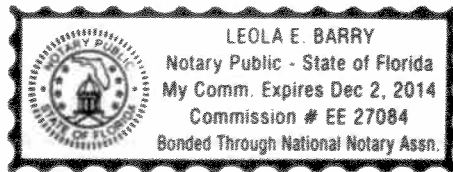
Sandra Jarrett
Signature of person with authority to execute documents on behalf on entity owner

Subscribed and sworn to (or affirmed) before me on this 6/2/11 by
date

Sandra Jarrett
Name of Authorized Representative

~~He~~ She is personally known to me or has presented _____ as identification.

Leola E Barry
Notary's Signature and Seal



Leola E Barry
Name of Acknowledger typed, printed or stamped
Leola E. Barry

EE 27084
Commission Number, if any



Verification Form

City of Key West
Planning Department



Verification Form

(When Acknowledger's Representative is an entity)

I, SANDRA JARRETT, in my capacity as VP, L.G. Key West, Inc. General Manager
(print name) (title, position, president, secretary, member)

of L.G. Key West Properties, Inc.
(print name of entity acting as Acknowledger, if applicable)

being duly sworn, depose and say that I am the authorized representative of the Owner (as appears on the deed), for the following property identified as the subject matter of this application.

2788 N. Roosevelt Blvd. (Autosave Market Shopping Center)
Street Address (if different from deed)

All of the answers to the above questions, drawings, plans and any other attached data which make up the application, are true and correct to the best of my knowledge and belief. In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.

[Signature]
(Signature of Authorized Representative)

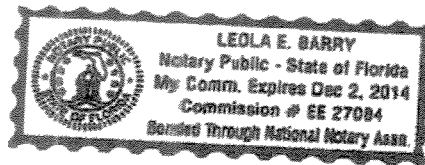
Subscribed and sworn to (or affirmed) before me on this 5/24/11 by

Sandra Jarrett
Name of Authorized Representative

He/She is personally known to me or has presented _____ as identification.

[Signature]
Notary's Signature and Seal

Leola E. Barry
Name of Acknowledger typed, printed or stamped



EE 27084
Commission Number, if any

City of Key West
Planning Department



Verification Form

(Where Authorized Representative is an entity)

I, SANDRA JARRETT, in my capacity as V.P. LPI Key West Inc, GENERAL PARTNER
(print name) (print position; president, managing member)
of LPI Key West Associates Ltd
(print name of entity serving as Authorized Representative)

being duly sworn, depose and say that I am the Authorized Representative of the Owner (as appears on the deed), for the following property identified as the subject matter of this application:

2788 N. Roosevelt Blvd (Overseas Market Shopping Center)
Street Address of subject property

All of the answers to the above questions, drawings, plans and any other attached data which make up the application, are true and correct to the best of my knowledge and belief. In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.

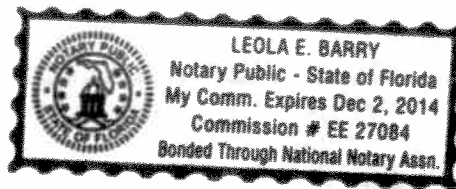
[Signature]
Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this 5/24/11 by
Sandra Jarrett
Name of Authorized Representative

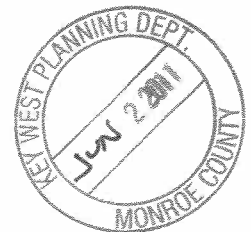
He/She is personally known to me or has presented _____ as identification.

[Signature]
Notary's Signature and Seal

Leola E. Barry
Name of Acknowledger typed, printed or stamped



EE 27084
Commission Number, if any



LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 14 day of June, 2011, ("Lease Date") by and between the Parties named in Section 1.0, which Parties, in consideration of their mutual covenants herein set forth, do hereby agree as follows:

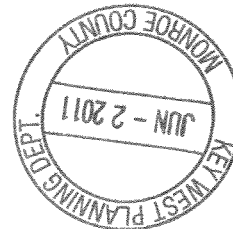
SECTION 1.0 PARTIES: The Parties under this Lease are:

1.1 Landlord:

LPI Key West Associates, Ltd.
A Florida limited partnership herein called "LANDLORD", whose address is:
1850 SE 17th St Causeway
Ft. Lauderdale, FL 33316

1.2 Tenant:

LifeStar Response of Alabama, Inc
an Alabama corporation dba Care Ambulance, subsidiary of Lifestar Response Corporation, a Delaware corporation herein called "TENANT", whose address is:
1150 Panama Street South
Montgomery, Alabama 36107



SECTION 2.0 DEFINITIONS: The following definition shall be applicable to the various provisions of this Lease and are hereinafter sometimes referred to.

2.1 SHOPPING CENTER: ("Shopping Center") constructed or to be constructed by Landlord in the City of Key West, Monroe County, and State of Florida.

2.2 PREMISES: (See Section 3) That portion of the Shopping Center outlined and/or crosshatched on attached and incorporated Exhibit "A" (the "Premises") with the following approximate dimensions and area: Width: 40 feet; Depth: 40 feet; Area: 1600 square feet; plus foldout 20x30 sq feet Space Number: 2788 and Irregular dimension totaling 628 square feet Space Number 2780-2.

2.3 LEASE TERM, COMMENCEMENT DATE & POSSESSION DATE: (See Sections 4 & 5) The term of this Lease ("Term") is seven years (7), which Term starts on April 22, 2011 ("Commencement Date"). Tenant shall be entitled to possession of the Premises upon a fully executed lease by both parties or the Commencement Date, whichever is sooner (the "Possession Date"). See Rider to the Lease.

2.4 MINIMUM ANNUAL RENT: (See Section 6) \$53,732.00 per Lease Year payable in advance Monthly Installments of \$4,477.67 each beginning on June 15, 2011.

2.5 PERCENTAGE RATE: Not Applicable

2.6 TENANT'S BUSINESS OPERATION: (See Section 8) Tenant shall continually occupy and use the Premises for the purpose of ambulatory services provided exclusively for the City of Key West (the "Business") which business shall be conducted under the name of LifeStar Response of Alabama d/b/a Care Ambulance.

2.7 SECURITY DEPOSIT: (See Section 12) \$4,477.67

A. TENANT has additionally paid Advance Rent of \$7,002.37 to applied to the first payment of full Base Rent accruing under this lease.

2.8 ESTIMATED COMMON AREA CHARGES: (See Section 13) The estimated Common Area Charges for the first Lease Year are \$21,210.00, payable in advance, in Monthly Installments of \$1,767.50 each. Actual Common Area Charges will be determined, and necessary adjustments will be made, at the expiration of each Calendar Year in accordance with Section 13.

LANDLORD INITIAL [Signature]
TENANT INITIAL [Signature]

2.9 ESTIMATED REAL ESTATE TAXES: (See Section 15) The estimated Real Estate Taxes for the Premises for the first Lease Year are \$3,223.92 per Lease Year, payable in advance, in Monthly Installments of \$268.66 each. Actual Real Estate Taxes will be determined, and necessary adjustments will be made, at the expiration of each Lease Year in accordance with Section 15.

2.10 INITIAL SHOPPING CENTER PROMOTION FUND CONTRIBUTIONS: (See Section 21) The initial Shopping Center Promotion Fund shall be \$N/A per Lease Year, payable in advance, in Monthly Installments of \$N/A each. The Shopping Center Promotion Fund Contribution shall be adjusted pursuant to Section 21.

2.11 STATE RENT/SALES/USE TAXES: Tenant shall pay any tax assessed by the State, County or municipality in which the Premises are located that are applicable to rentals or charges specified in this Lease. Said tax payment shall be paid to Landlord with and when the applicable rental or charge is due. Said tax shall be at the legally prevailing rate.

2.12 PROPORTIONATE SHARE: Whenever Tenant's "Proportionate Share" is referred to in this Lease, it means the proportion that the Premises Area specified in Paragraph 2.2 bears to the gross leasable area of in line space in the Shopping Center, reduced by the area leased by those tenants which occupy stores having in excess of 7,500 square feet, which tenants are herein called "Major Tenants".

2.13 FRACTIONAL MONTHS/YEARS: Rents, Billings and other charges under this Lease shall be, when appropriate, prorated for the fractional year or month, as the case may be, in which the Term commences or ends.

SECTION 3.0 PREMISES:

3.1 Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the Premises specified in Section 2.2. Said Premises extend to the exterior faces of all walls, or to the center line of those walls separating the Premises from the other leased premises in the Shopping Center.

3.2 Landlord reserves the uses of the walls and roof and the space immediately under the roof, including, without limitation, the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires in location which will not materially interfere with Tenant's use thereof.

3.3 Landlord grants to Tenant, its invitees and customers, together with and subject to the same rights granted from time to time to other tenants and occupants of the Shopping Center, the right, as co-tenant, to use the Common Areas of the Shopping Center.

SECTION 4.0 POSSESSION & IMPROVEMENT OF PREMISES; SIGNAGE:

4.1 If the Premises are Existing Premises and have been heretofore constructed, Tenant acknowledges and agrees that it has examined the Premises and knows the present condition thereof and accepts the Premises in its "AS IS" condition (subject only to completion of the improvements, if any, listed on Exhibit B hereto), and that no representations as to the condition or repair of said Premises were made by Landlord or anyone on Landlord's behalf at any time prior to the execution of this Lease. In the event that the Premises are yet to be constructed, Tenant hereby acknowledges that it has fully reviewed the plans, drawings, specifications and other materials related to the construction of the Premises, and accepts them in their current condition. Tenant agrees to construct Tenant's work in accordance with Exhibit "C" and Landlord's work in constructing the Premises shall be substantially performed and limited to Exhibit "B".

4.2 PRE-COMENCEMENT OBLIGATION: Tenant shall, within 30 days after the Commencement Date, at Tenant's sole cost and expense, improve, fixture, equip, stock and decorate the Premises to the end that the Premises and Tenant's Business therein will be a first class facility in Tenant's business category, and open for business to the public.

4.3 Tenant shall, within ten (10) days of execution of this Lease, deliver to Landlord: (a) an exterior facade sign design for approval by Landlord which approval can be arbitrarily withheld; and (b) if there is an exterior canopy adjacent to the front of the Premises, a sign design for a sign to be installed below the exterior canopy for approval by Landlord which approval can be arbitrarily withheld. Within twenty (20) days from the date of Landlord's approval of Tenant's sign designs, Tenant shall have a qualified signage company, approved in writing by Landlord, erect said exterior facade signage and said canopy sign, if applicable. If said facade sign and canopy sign have not been erected within the above time period, Landlord may, at its option, cause Tenant's signs to be erected and deduct any costs incurred on behalf of Tenant from the advance rental provided in Section 2.7A herein. Any signage cost shall be the sole obligation of Tenant whether erected by Landlord or Tenant. Tenant agrees that it will not erect any other exterior signs without first obtaining Landlord's written approval. Tenant agrees to install all of said signs in conformance with applicable governmental regulations and to keep the same in a good state of repair and save Landlord harmless from any damages stemming from the installation, maintenance, existence or removal of the same and shall save Landlord harmless from any damages stemming from the installation, maintenance, existence or removal of the same and shall repair any damage which may have been caused by said installation, existence, maintenance or removal. Upon lawful vacating the Premises, Tenant agrees to remove all signs and simultaneously repair any damage to the Premises or Shopping Center caused by such removal.

SECTION 5.0 TERM, LEASE YEARS & RELATED MATTERS

5.1 If the Commencement Date is other than the 1st day of a calendar month, the 1st Lease Year shall be the period of time from said Date to the end of the month in which said Date shall fall plus the following 12 calendar months. Each Lease year thereafter will be successive period of 12 calendar months.

5.2 In the event Landlord notifies Tenant in writing that the Premises are substantially completed and if Tenant fails to take possession on or before the Commencement Date, or open the Premises for business fully fixtured, stocked and staffed within thirty (30) days after the Commencement date, then Landlord shall have, in addition to any and all remedies herein provided, the sole option to immediately cancel and terminate this Lease, or declare Tenant in default and pursue all available remedies under this Lease at law or in equity.

SECTION 6.0 MINIMUM ANNUAL RENT

6.1 Tenant agrees to pay to Landlord the Minimum Annual Rent per Lease Year specified in Paragraph 2.4, payable in the advance Monthly Installments stated therein, as same may be adjusted pursuant to this Paragraph, starting on the Commencement date or the date Tenant opens for Business, whichever is sooner, and continuing on the first day of each calendar month thereafter, during the Term.

6.2 The Minimum Annual Rent for each Lease Year of said Term shall be annually adjusted by multiplying the Minimum Annual Rent for the preceding Lease Year by 100% plus the percentage increase in the Consumer's Price Index for all Urban Consumers (1982 - 84 = 100) as published by the U.S. Department of Labor Bureau of Statistics (or comparable index replacing the same) from the Index as it existed at the start of the preceding Lease Year to the Index as it exists at the end of said Lease Year. The total resulting from the aforesaid computation shall be the Minimum Annual Rent for the following Lease Year and 1/12th thereof shall be the Monthly Installments. If the Minimum Annual Rent for any Lease Year is increased as aforesaid, the Percentage Base for that Lease Year shall also be increased by the same percentage. In no event shall the Minimum Annual Rent of Percentage Base be reduced notwithstanding a decrease in the Consumer Price Index and shall be the greater of the Consumer Price Index or 3%.

7.0 PERCENTAGE RENT ("PR") N/A

7.1 Intentionally Deleted.

7.2 Intentionally Deleted.

SECTION 8.0 TENANT'S USE, BUSINESS NAME & OPERATION STANDARD

8.1 Tenant agrees to use the Premises solely for the operation of the Business specified in Paragraph 2.6 under the name specified therein. Tenant shall not sell merchandise or provide services that are not normally and customarily sold or provided by stores in Tenant's type of Business.

8.2 Tenant further agrees:

A. ~~To keep the Premises continuously and uninterruptedly open for business from at least 10:00 a.m. to 9:00 p.m. Monday through Saturday and during such hours on Sunday that fifty percent (50%) of the other tenants in the Shopping Center are open for business, unless prevented from doing so by strikes, fires, casualty or other causes beyond Tenant's control.~~

B. To operate its Business pursuant to the highest reasonable standards of its Business category. ~~maintaining a substantial stock of appropriate merchandise on display, with sufficient personnel to service its trade~~

C. With respect to the Shopping Center, not to display any merchandise, solicit business or distribute advertising material beyond the Premises, nor in any manner use any part of the Common Areas for purposes other than for their intended common use and not to obstruct any part thereof.

D. Not to display any banners, pennants, search lights, window signs, balloons or similar temporary advertising media on the exterior of the Premises.

E. Not to commit waste in the Premises or Common Areas and to keep the Premises and immediately adjacent areas including, without limitation, adjacent sidewalks, in a safe, neat, clean and orderly condition and to maintain and repair any lighting or signs under any canopy immediately in front of the Premises.

F. Not to use the Premises or permit the same to be used in any manner: which violates any law, ordinance or constitutes a nuisance; for lodging purposes; that may injure the reputation of the Shopping Center or annoy, inconvenience or damage its patrons or other tenants; or that would constitute an extra-hazardous use or violate any insurance policy of Tenant, Landlord or any other tenant in the Shopping Center or increase the cost thereof.

G. To keep all garbage, refuse and solid waste inside the Premises in the kind of containers specified by Landlord, or to place the same outside the Premises, prepared for collection, in the manner and at the times and places designated on the attached Site Plan or as otherwise specified by Landlord or the appropriate disposal company. Tenant agrees not to burn or permit any burning of garbage or refuse on the Premises or any part of the Shopping Center. Tenant further agrees that, upon Landlord's instruction, Tenant shall separate garbage for recycling and deposit the separated garbage in the receptacle designated by Landlord. In the event Landlord installs a trash compactor to service the Shopping Center, Tenant shall pay its Proportionate Share of the cost of installing and maintaining such trash compactor.

Tenant shall contract directly with the pertinent governmental authority or disposal company and shall be responsible for all fees and costs of removal and disposal of solid waste, garbage and refuse, including but not limited to, impact fees and dumpster rental. Tenant shall indemnify, save harmless and defend Landlord from and against any loss, claim, injury, damage or expense arising out of or related to the generation, storage or removal or disposal of Tenant's garbage, refuse or solid waste.

H. To use its best efforts to cause all trucks serving the Premises to load and unload at hours other than the regular shopping hours of the Shopping Center not to permit such trucks to service through the front entrance of the Premises except when no other entrance is available.

I. Landlord will designate a parking area for use by Tenant's employees and promulgate reasonable rules, to be equally applied to all Shopping Center Tenants, which will require parking in the designated areas. Landlord will monitor compliance with such rules and notify Tenant of any violations. Tenant will cause its employees to comply with such rules and will collect fines and enforce other penalties to be reasonably determined by Landlord for violations of such rules. See Rider to Lease and attachment to Rider.

J. To take no action that would: (i) violate (including without limitation the use of restrictions contained in Landlord's leases with its Major Tenants, which restrictions have been explained to Tenant); or (ii) cause any work stoppage, picketing or cause any manner or interference with Landlord or other tenants, occupants, customers or any person lawfully in and upon the Shopping Center.

K. To abide by and observe all rules and regulations established from time to time by Landlord and Landlord's insurance carrier with respect to the operation of the Shopping Center and its Common Areas.

L. Tenant acknowledges that it is Landlord's intent to operate the Shopping Center in a manner consistent with the highest standards of decency and morals prevailing in the community which it serves. Toward that end, Tenant agrees that it will not sell, distribute, display or offer for sale any item which, in Landlord's good faith judgment, is inconsistent with the quality of operation of the Shopping Center or may tend to injure or detract from the moral character or image of the Shopping Center within such community. Without limiting the generality of the foregoing, Tenant will not sell, distribute, display or offer for sale any roach clip, water pipe, bong, toke, coke spoon, cigarette papers, hypodermic syringe or pornography commonly used in the use of ingestion of illicit drugs or any pornographic, lewd, suggestive or "adult" newspaper, books, magazine, picture, representation or merchandise of any kind.

M. Not to use or operate any machinery that, in Landlord's determination, is harmful to the building or disturbing to other tenants in the Shopping Center nor shall Tenant use any loud speakers, televisions, phonographs, radios or other devices in a manner so as to be heard or seen outside of the Premises, nor display merchandise on the exterior of the Premises either for sale or for promotion purposes.

N. Not to conduct any auction, fire, bankruptcy or selling-out sale on or about the Premises.

O. Not to conduct any other commercial business or enterprise within three (3) miles of the Premises during the Term hereof.

P. Tenant agrees to keep its display windows, including window or shadow boxes, in the Premises dressed and illuminated and its signs and exterior lights well lighted every day during the term of this Lease from dusk to 9:00 p.m., excluding Sundays and holidays.

SECTION 9.0 UTILITIES

9.1 Tenant shall contract for, in its own name, and shall pay before delinquency, all utility services rendered to and furnished to the Premises, including heat, water, gas, electricity, for protection and security services, sewer rental, sewage treatment facilities and the like, together with all taxes or assessments levied or other charges on such utilities. If Landlord shall supply any services, or if any such services are required to be paid for by Landlord under a master meter, Tenant shall purchase same from Landlord at charges not in excess of the charges for utilities in the area plus an additional ten percent (10%) for Landlord's overhead costs. Any

such charges for service supplied by Landlord shall be due and payable within ten (10) days after billing therefor are rendered to Tenant. In no event shall Landlord be liable for the quality, quantity, failure or interruption of such service to the Premises. See Rider to Lease attached.

9.2 Landlord may, with notice to Tenant, or without notice in the case of an emergency, cut off and discontinue gas, water, electricity and any or all other utilities whenever such discontinuance is necessary in order to make repairs or alterations. No such action by Landlord shall be construed as an eviction or disturbance of possession or an election by Landlord to terminate this Lease, nor shall Landlord be in any way responsible or liable for such action.

9.3 Tenant's use of the Premises shall not extend or in any way overload any of the utility services furnished to the Premises or the Shopping Center. In the event Tenant requires additional utility services, Tenant, at Tenant's sole cost and expense, shall submit plans and specifications, prepared by a licensed Florida contractor, to Landlord for Landlord's review and consent, which may be arbitrarily withheld. In the event Landlord approves Tenant's proposed construction to increase utility capacity, Tenant shall obtain any and all required governmental permits necessary to install such increased utility service to the Premises, and make copies of said permits available to Landlord. Upon the installation of any additional utility equipment and/or improvements to the Premises associated with the said equipment and/or improvements shall become part of the Premises and shall remain at the Premises at the termination of this Lease.

SECTION 10.0 TENDANT'S WORK, FIXTURES & PROPERTY

10.1 Tenant agrees, at its own cost and expense, to perform all work described in Exhibit "C" annexed hereto and on the plans and specifications to be provided by Landlord. Within fifteen (15) days after the execution of this Lease, Tenant shall furnish Landlord, for Landlord's written approval, plans and specifications signed and sealed by a Florida registered architect if required by the governmental agency reviewing such plans for permit approval, showing a layout, fixturing plans, interior finish, store front and any other work or equipment to be done or installed by Tenant.

10.2 In accordance with the applicable provisions of the Florida Mechanic's Lien Law and specifically Florida Statutes, Section 713.10, no interest of the Landlord in the Premises or in the underlying land shall be subject to liens for improvements made by Tenant, and Tenant shall notify any contractors, materialmen, subcontractors and other persons working on such improvements of this provision. Tenant hereby authorizes the Landlord to prepare and record, in the public records of the county where the Premises are located, a copy of this Lease or a summary thereof which sets forth the provisions contained herein regarding the limitation on the liability of the Landlord and the Premises for such claims, making the Landlord as his attorney-in-fact for purposes of executing any such summary on behalf of the Tenant.

10.3 All Tenant's work (including alterations and other improvements) undertaken in the Premises by Tenant shall consist of new material installed in a workmanlike manner and in compliance with all applicable laws and regulations and shall be performed only by contractors or subcontractors who have been approved by Landlord in writing (which approval may be arbitrarily withheld) and who have complied with the Tenant insurance standards specified in Section 14. Said work shall be at Tenant's sole risk and expense and Tenant shall promptly pay all such expenses. Tenant agrees to indemnify and save harmless Landlord from all liability, expense, liens, claims or damages to either persons or property, including, without limitation, the Premises, stemming in any manner from such work. If any lien is filed by virtue of Tenant's work, Tenant shall cause the same to be discharged of record by payment, bond, order of court, or otherwise as required by law, within ten (10) days after notice by Landlord. Landlord may, at Landlord's option, cause such discharge and Tenant shall reimburse Landlord all its cost and expenses thereof upon billing for same. All such work including, without limitation, floor coverage, lighting, ventilating, heating and air conditioning equipment, wall coverings and store fronts shall, upon installation, attach to the freehold and become and remain Landlord's property. Notwithstanding the foregoing, Landlord may demand that Tenant remove any or all of such work, at Tenant's sole expense, upon termination of this Lease. If Tenant fails to remove such work within ten (10) days after termination of this Lease, Landlord may remove such work for

Tenant's account. This subparagraph 10.3 shall survive termination of the Lease. Tenant agrees not to undertake any Tenant work without Landlord's prior written consent.

10.4 All trade fixtures and equipment installed by Tenant in the Premises shall be new or completely reconditioned and shall, along with Tenant's merchandise, remain the personal property of Tenant. Tenant may, at the expiration of the Term, remove all its personal property that is removable without injury to or defacement of the Premises, provided all Rents are paid in full and Tenant is not otherwise in default under this Lease and further provided, that any damage to the Premises or the Shopping Center resulting from such removal shall be simultaneously repaired at Tenant's expense. Tenant agrees that all Tenant's personal property in the Premises shall be at the sole risk of Tenant and those claiming under Tenant. Landlord shall not be responsible to Tenant for (i) any loss that may be occasioned by the acts or omissions of persons occupying any part of the Shopping Center, or their agents, employees, contractors or invitees, or (ii) for any loss resulting to Tenant, or any of Tenant's property, caused by the negligent acts or omissions of Landlord or its agents or employees, or otherwise, except for such loss as is the direct result of Landlord's gross negligence or willful misconduct.

10.5 In addition to any lien rights and security interests granted to Landlord under Florida law, Tenant hereby grants to Landlord a lien and security interest on all property of Tenant now or hereafter placed in or upon the Premises, and such property shall be and remain subject to such lien and security interest of Landlord for Payment of all rent and other sums agreed to be paid by Tenant under this Lease. This Lease shall constitute a security agreement under and subject to the Florida Uniform Commercial Code ("U.C.C.") so that Landlord shall have and may enforce a security interest on all property of Tenant now or hereafter placed in or on the Premises. Tenant agrees to execute as debtor such U.C.C. financing statement or statements as Landlord now or hereafter may request in order to perfect Landlord's security lien on any fixtures and improvements placed in the Premises. Landlord may at its election at any time file a copy of this Lease as a financing statement. Notwithstanding the above, Landlord shall neither sell nor withhold from Tenant, Tenant's business records.

10.6 In the event Landlord should remodel the building or facia/facade of the Premises or any portion of the Shopping Center it is agreed as follows:

- A. The work shall be done by Landlord at Landlord's expense in a timely and expeditious manner.
- B. Landlord shall inform Tenant prior to the commencement date of the work.
- C. Tenant agrees to purchase and erect at Tenant's expense a new sign constructed and installed to specifications provided by Landlord within ten (10) days of completion of said work.

SECTION 11.0 MAINTENANCE OF PREMISES

11.1 Landlord agrees to keep and maintain in good order and repair, at its own cost, the roof and other exterior portions of the Premises and to make any necessary structural repairs of the Premises. In the event that Tenant or any of Tenant's employees or Tenant's agents go onto the roof of the Shopping Center for any reason, Tenant shall be subject to a fine of \$100.00 occurrence. In any event, Tenant shall pay the cost of any required repair, claim, loss or expense arising from its entry onto the roof.

11.2 Tenant shall keep and maintain in good order, condition and repair (which repair shall mean replace if necessary) the Premises and every part thereof except as hereinbefore provided, including, without limitation, the exterior and interior portions of all doors, door checks, security gates, windows, glass, utility facilities, plumbing and sewage facilities within the Premises or under the floor slab including free flow up to the main sewer line, fixtures, heating, air-conditioning including exterior mechanical equipment, exterior utility facilities and exterior electrical equipment serving the Premises and interior walls, floors and ceilings, including compliance with applicable building codes. Tenant shall contract for, in its own name, and shall pay for a qualified service contractor to inspect, adjust, clean and repair heating, ventilating and

air conditioning equipment, including changing filters on a quarterly basis. However, in the event that Landlord enters into an extended warranty agreement or other service contract for maintaining the Premises and/or the Shopping Center ("Master Services Contract"), Tenant shall enter into such contract and pay its Proportionate Share of all costs associated with such Master Services Contract. Heating, ventilating and air conditioning units shall be set for continuous fan operation during the hours the Shopping Center is open and such units' damper shall be adjusted to a maximum ten percent (10%) outside air setting. If Tenant's use of the Premises results in special exhaust requirements, Tenant shall have the exhaust fans interlocked with the make-up air units.

11.3 During the term, Tenant shall at Tenant's cost, make any changes or alterations in the Premises that may be necessary to cause said Premises to conform to all governmental and insurance requirements adopted after the Lease date.

11.4 If Tenant refuses or neglects to commence and complete any of the foregoing promptly and adequately, Landlord may, but shall not be required to, make or complete said repairs and Tenant shall pay the cost thereof to Landlord upon Landlord billing Tenant for same.

SECTION 12.0 SECURITY DEPOSIT

12.1 Tenant has deposited with Landlord the advance Rent and Security Deposit specified in Paragraph 2.7, to be retained by Landlord, interest free, as security for the performance by Tenant of all of its Lease obligations and covenants. Landlord may commingle the Security Deposit with Landlord's other funds. Tenant shall not transfer or encumber said funds and any such act shall not be binding on Landlord. If Tenant defaults in the payment of Rent or otherwise, Landlord may without prejudice to other Landlord remedies, apply as much of said advance Rent and Deposit as may be necessary to compensate Landlord toward payment of Rent or other loss or damage to Landlord arising from such default and Tenant shall immediately, upon Notice from Landlord, restore the Security Deposit to the original sum. The advance Rent and Security Deposit shall, in no event, be construed to be liquidated damages. The Security Deposit, less any amount expended as aforesaid, shall be returned to Tenant at the end of the Term and upon performance by Tenant of its obligation to remove Tenant's work under subparagraph 10.3, if so notified by Landlord. See Rider A

12.2 Tenant agrees that the holder of any mortgage covering the Premises shall not, under any circumstances, be liable for such advance Rent or Security Deposit. In the event of a sale of the Shopping Center, Landlord shall be discharged from any further liability with respect to such funds and the purchaser shall retain said funds as Landlord under this Section.

SECTION 13.0 COMMON AREA CHARGES

13.1 Common Areas shall be defined as including, without limitation, any of the following that may be part of the Shopping Center: parking areas, driveways, service courts, access roads, sidewalks, signs, open and enclosed courts and malls and landscaped areas. Landlord may, from time to time, open, close, climatize or de-climatize any mall areas, change the layout, size, locations, elevation, nature and/or use of any Common Areas, and may construct or erect buildings or other structures therein or thereon and move or remove the same, and Landlord agrees not to substantially reduce the number of parking spaces or to unreasonably interfere with the entrance to Tenant's Premises. Landlord shall (except for any Lease provision to the contrary) operate, contract to maintain, manage, equip, light, clean and, at Landlord's option, provide management, maintenance and/or security personnel, and/or equipment for said Common Areas and heat and cool any mall or other areas now or hereafter enclosed, as Landlord shall from time to time determine. Landlord may perform any other maintenance, changes, repairs, replacements or improvements that Landlord may hereafter desire or deem necessary and appropriate. Landlord agrees to maintain comprehensive general liability insurance relating to the Shopping Center and its Common Areas on an occurrence basis in the minimum amount of \$1,000,000 and fire, extended coverage and all risk insurance to the extent of not less than 80% thereof. . All of the foregoing items are herein collectively called "Common Area Maintenance" and the costs thereof, including any management fees charged by Landlord or others, plus a 15% administrative charge, reduced by the amount (if any) paid to Landlord by the Major Tenants for

Common Area Maintenance and insurance are herein collectively called "Common Area Charges" and shall be collected as Additional Rent. Only tenants in the Shopping Center shall be liable for the Common Area Charges set forth herein. Any tenant or owner of any outparcels appurtenant to the Shopping Center are excluded from that definition of the Shopping Center for the purposes of Common Area Maintenance Charges.

13.2 Commencing with the 1st day of the Term, Tenant agrees to pay the Landlord, as Additional Rent, Tenant's Proportionate Share of Common Area Maintenance Charges, in Monthly Installments as specified in Paragraph 2.8. Such installments shall be due and payable on the 1st day of each calendar month during the Term. The installments set forth in Paragraph 2.8 represent Tenant's Proportionate Share of the estimated Common Area Maintenance Charges at the Commencement Date. Thereafter, Landlord shall, prior to the beginning of each calendar year, estimate the expected Common Area Maintenance Charges for the coming calendar year and Tenant's Proportionate Share thereof, 1/12th of which shall constitute the Monthly Installments for such year; provided such installments shall never be lower than the installments specified in Paragraph 2.8. Within 90 days after the end of each year, Landlord shall receive the actual amount of Tenant's annual Proportionate Share or said year. If Tenant's Proportionate Share is less than the amount paid by Tenant during the prior year, Landlord shall, at its option, pay Tenant the difference between the amount received and the amount actually due, or credit such difference against Tenant's next succeeding Installments. If Tenant's Proportionate Share is greater than the amount paid by Tenant during the prior year, Tenant shall pay Landlord the difference between the amount paid by Tenant and the amount actually due upon Landlord billing Tenant for same. Common Area Maintenance Charges shall not increase each year by more than 3% per year. Landlord agrees to keep, at its principal office, records relating to said Common Area Maintenance charges. Tenant shall have the right to audit said records for the sole purpose of ascertaining the correctness of said Charges. Such audit shall be made during normal business hours; not unreasonably interfere with Landlord's office operations; shall be performed by Tenant, Tenant's chief financial officer, or a CPA selected by Tenant; shall not be made more often than once during each calendar year; and shall be limited to the preceding calendar year. If Tenant desires to audit said records as aforesaid, Tenant shall notify Landlord 30 days in advance thereof, commence said audit within 60 days of said notice, and once commenced, diligently complete the same. If overstated by more than 3% for any calendar year, Landlord (in addition to refunding any such overcharge) shall pay to Tenant the reasonable cost of said audit.

SECTION 14.0 INSURANCE & INDEMNITY

14.1 Tenant shall keep in force during the Term, comprehensive, general and motor vehicle liability insurance including, without limitation, bodily, personal and property damage relating to the Premises on an occurrence basis in the amount of \$1,000,000, and adequate fire, extended coverage and all risk insurance on Tenant's personal property. Tenant agrees to deliver to Landlord before Tenant undertakes any work in the Premises and thereafter at least 15 days proper to the expiration of any such policy, either a duplicate original or a certified true copy of all policies procured. Insurance shall be written by one or more responsible insurance companies authorized to do business in the state where the Premises are located (such insurance may be carried under a blanket policy covering the Premises and any other of Tenant's store(s) and shall name Landlord and Tenant as insureds, as their interest may appear, and shall contain endorsements that: (a) such insurance may not be canceled or amended with respect to Landlord or its designee(s) by the insurance company; (b) expressly waive any rights to subrogation by Tenant and Tenant's insurance company against Landlord; and (c) include fire, legal and contractual liability and plate glass coverage.

14.2 Tenant shall indemnify and save harmless Landlord for any loss, liability, expense claim injury or damage (including without limitation reasonable attorney's fees) caused arising out of the use or occupancy of the Premises or any other part of the Shopping Center by Tenant, its agents, contractors or employees. The provisions of this Section shall survive the termination of this Lease.

SECTION 15.0 TAX

LANDLORD INITIAL _____
TENANT INITIAL DP

15.1 Tenant agrees to pay, when due, all taxes assessed against Tenant's personal property. Tenant shall pay for all license fees, occupational taxes and other governmental charges assessed by reason of Tenant's use or occupancy of the Premises, including, without limitation, any rental or occupancy taxes and any other taxes arising out of the operation of Tenant's Business or occupancy of the Premises.

15.2 Tenant shall pay Tenant's Proportionate Share of the Real Estate Tax Expense, which shall include all real estate taxes and assessments both general and special imposed by federal, state or local governmental authority or any other taxing authority having jurisdiction over the Shopping Center, against the land, buildings, store rooms, Common Areas and all other improvements within the Shopping Center, together with any and all expenses incurred by Landlord in negotiations, appealing or contesting such taxes and assessments. Real Estate Tax Expense shall not include Real Estate Taxes for the Major Tenant store rooms or any additional charges or penalties incurred by Landlord due to late payment of Real Estate Taxes. Commencing with the 1st day of the Term, Tenant agrees to pay to Landlord, as Additional Rent, Tenant's Proportionate Share of Real Estate Tax Expense as the advance Monthly Installments specified in Paragraph 2.9. Said payment shall be due and payable on the first day of each calendar month during the Term. Said Installments represent Tenant's Proportionate Share of the estimated Real Estate Tax expense in the advance Monthly Installments specified in Paragraph 2.9 on the first day of each calendar month during the Term which said Installments represents Tenant's Proportionate Share of said Real Estate Tax Expense as of the Commencement Date. Landlord shall, prior to the beginning of each calendar year, estimate the expected Real Estate Tax Expense for such calendar year and Tenant's Proportionate Share thereof, 1/12th of which shall constitute the Monthly Installments for such year in lieu of the Installments specified in Paragraph 2.9. Within 90 days after the end of each calendar year, Landlord shall advise Tenant of the actual Real Estate Tax Expense paid or payable during the prior calendar year and thereupon there shall be an adjustment between Landlord and Tenant so that Landlord shall receive the amount actually due, or credit such difference against Tenant's next succeeding Installments. If Tenant's Proportionate Share is greater than the amount paid by Tenant during said prior year, Tenant shall pay Landlord the difference between the amount actually due upon Landlord billing Tenant for same.

15.3 Should any governmental taxing authority acting under any present or future law, ordinance or regulation, levy, assess or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the rentals payable by Tenant to Landlord, whether by way of substitution for, or in addition to, any existing tax on land and buildings or otherwise, or any other substitute tax, the proceeds of which are to be used to fund the same governmental functions as were funded by ad valorem taxes, Tenant shall be responsible for and reimburse Landlord for the amount thereof, as the case may be, as additional rent, 7 days before the date that any penalty or interest would be added thereto for non-payment or, at the option of Landlord, the same shall be payable in the manner provided for in the preceding paragraph. Substitute taxes as referred to above in this Section shall include, without limitation, any surtax on parking spaces.

SECTION 16.0 FIRE OR OTHER CASUALTY

16.1 Should the Premises or any part thereof be damaged or destroyed by fire or other casualty covered by insurance policies applicable to the Premises, Landlord shall, except as otherwise provided herein, and only to the extent it recovers proceeds from such insurance, repair and/or rebuild the same with reasonable diligence. Landlord's obligation to rebuild or repair is subject to the written consent of Landlord's mortgagee(s) and ground lessor(s), if any, who have a prior right to such insurance proceeds and shall be limited to the condition originally provided by Landlord at the time of Term Commencement. Landlord shall not be obligated to repair, rebuild, or replace any property belonging to Tenant or any improvements to the Premises furnished by or for Tenant. If there should be a substantial interference with the operation of Tenant's Business in the Premises as a result of such damage or destruction which requires Tenant to temporarily and/or partially close its Business to the public, the Minimum Annual Rent shall abate to the extent of interference. Unless this Lease is terminated by Landlord as hereinafter provided, Tenant shall repair, redecorate and re-fixtue the Premises and restock the contents thereof in a manner and to at least a condition equal to that existing prior to such

damage or destruction, and the proceeds of all insurance carried by Tenant on its property decorations, improvements, fixtures and contents in the Premises shall be held in trust by Tenant for such purpose.

16.2 Notwithstanding anything to the contrary contained in this Lease, Landlord, at his option, may terminate this Lease on a 30-day notice to Tenant, given within 120 days after the occurrence of any damage or destruction if: (a) the Premises are damaged or destroyed as a result of a risk which is not covered by Landlord's insurance; (b) the Premises are damaged and the cost to repair the same shall exceed 24% of the then replacement cost of the Premises; (c) the Premises are damaged during the last 5 years of the Term; (d) the building of which the Premises is a part shall be damaged to the extent of 25% or more of the replacement cost thereof (whether the Premises be damaged or not); (e) if Landlord is not permitted to rebuild the Shopping Center by the terms of any mortgage or ground lease affecting the property, or any applicable zoning or other law, regulation or order; or (f) if any or all of the buildings or Common Areas of the Shopping Center are damaged (whether or not the Premises are damaged) to such extent that, in the sole judgment of Landlord, the Shopping Center cannot be operated as an integral unit. Except to the extent specifically herein provided, Tenant's obligation to pay rent to Landlord, nor any of Tenant's other obligations under any provisions of this Lease, shall not be affected by any damage to or destruction of, the Premises by any cause whatsoever.

SECTION 17.0 CONDEMNATION

17.1 Should the Shopping Center or the Premises or any part of either be taken by eminent domain or condemnation or by agreement between Landlord and those authorized to exercise said rights (all such procedures being herein collectively called "Condemnation") Landlord shall, in Landlord's sole discretion, have the following options:

A. If upon condemnation Landlord determines the Premises are not reasonably suitable for the business specified in Paragraph 2.6, for which the Premises were leased, or the Shopping Center is adversely affected to the extent that the Center can no longer be profitably operated, as reasonably determined by Landlord, this Lease shall terminate upon possession of the Premises or Shopping Center by the Condemnation authority and Rent and any other moneys shall be accounted for between the Parties as of the date of said possession.

B. If Landlord determines the Premises are reasonably suitable for said Business, then Landlord, at its own expense shall, upon receipt of the Condemnation award, restore the remaining portion of the Premises and the Minimum Annual Rent and Percentage Base shall be proportionately adjusted if the Area of the Premises is changed. Said restoration shall be: (i) subject to the written consent of Landlord's first mortgagee who has a prior right to such award; (ii) limited to the condition originally provided by Landlord at the time of Term Commencement; and (iii) limited in cost to the net proceeds of the condemnation award received and retained by Landlord for the Premises.

C. If Landlord determines the Premises are reasonably suited for said Business, but such event occurs during the last 5 years of the Term, Landlord may in any event, at Landlord's sole option, elect to follow the provisions of either A or B above.

17.2 All compensation paid for any of the said takings shall belong to and be the property of Landlord without participation by Tenant or any deduction therefrom for any present or future estate of Tenant. Tenant is not prohibited from claiming such award as may be allowed for loss of its Business or personal property, provided that such claim shall not diminish Landlord's award or adversely affect Landlord, any mortgages or underlying ground lessors.

SECTION 18.0 SUBORDINATION, ESTOPPEL CERTIFICATES AND LANDLORD'S FINANCING REQUIREMENTS

18.1 This Lease is subordinate, junior and inferior to any and all ground and underlying leases, all first mortgages and deeds of trust which now or hereafter affect the Premises and to any and all advancements to be made thereunder and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant, if requested by Landlord, shall without charge execute such agreements, instruments and certificates as may be required by Landlord to subordinate this Lease and all interest of Tenant to any and all such ground and underlying leases and mortgages and deeds of trust and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof.

18.2 Tenant shall, without charge, at any time and from time to time, within ten (10) days after request by Landlord, deliver a written instrument to Landlord or any other person, firm or corporation specified by Landlord, duly executed and acknowledged, certifying that this Lease is unmodified and in full force and effect or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modifications, whether or not there are then existing any set-offs or defenses in favor of Tenant against the enforcement of any of the terms, covenants and conditions of this Lease by Landlord, and if so, specifying the same, and also whether or not Landlord has observed and performed all of the terms, covenants and conditions on the part of Landlord to be observed and performed, and if not, specifying the same, and the dates to which Minimum Rent, Percentage Rent, Additional Rent and all other charges hereunder have been paid. Any failure by Tenant to execute and deliver such certificate, substantially in the form set forth above, and within ten (10) days after Tenant's receipt of same, shall (i) subject Tenant to a fine of \$100 in addition to all other remedies available to Landlord for such default; and (ii) constitute an irrevocable power of attorney appointing and designating Landlord or its successors or assigns as attorney-in-fact to execute and deliver such estoppel certificate as herein provided.

18.3 Anything in this Lease to the contrary notwithstanding, it is agreed that if Landlord's ground-lessor or the lender or lenders which Landlord selects to provide construction financing, permanent financing or any construction or permanent loan refinancing during the term hereof or any renewal term requests modifications of any of the provisions of this Lease (except those concerning the size and location of the Premises, the term hereof, the provisions of Exhibit "C", if any, and the rental and other charges payable by Tenant under this Lease) and Tenant shall refuse to provide in writing any such modification within fifteen (15) days after Landlord's request therefore, Landlord shall have the right to terminate by written notice to Tenant. If Landlord's right to terminate this Lease is exercised as aforesaid, this Lease shall be thereafter null and void; and any money or security deposited hereunder shall be returned to Tenant and neither party shall have any liability to the other by reason of such cancellation.

18.4 In the event any proceedings are brought for the foreclosure of said Premises, in the event of the exercise of the power of sale under any ground lease or mortgage made by the Landlord covering the Premises, or in the event of a sale by Landlord of its fee or leasehold interest in the Shopping Center or its interest in this Lease, Tenant shall attorn to the purchaser upon any such foreclosure or sale and shall recognize such purchaser as Landlord under this Lease.

SECTION 19.0 TENANT'S DEFAULT, WAIVER & ATTORNEY'S FEES

19.1 All billings referred to in this Lease shall be due to the billing party within 5 days of such billing. All monetary obligations of whatever nature payable by Tenant to Landlord under this Lease shall, for the purpose of this Section be payable as and construed to be Rent. Should Tenant fail to pay any such Rents or other monetary obligations when due, then interest shall accrue from the due date at the rate of 15% per annum together with a late charge of 5% or \$500.00 whichever is greater of all outstanding Rents to offset Landlord's administrative expenses and/or other costs incurred by Landlord associated with Tenant's default. All rights and remedies of Landlord specified in this Lease are cumulative and none shall exclude any other rights or remedies allowed by law or equity.

19.2 Any of the following events shall be a default under this Lease:

A. Tenant fails or refuses to pay any Rent, or other moneys payable as Rent, Proportionate Share or otherwise when due under this Lease, at the specified time and place, and such default continues for more than 3 days; or

B. Tenant fails or refuses to keep and perform any other Tenant agreements in this Lease and such default continues more than ten (10) days after notice thereof by Landlord to Tenant (provided, however, if the cause of such default involves matters reasonably requiring more than ten (10) days to correct or cure, Tenant will be deemed in compliance with the notice so long as Tenant has commenced appropriate corrective action and continues to diligently pursue such action until completion thereof); or

C. Tenant's being repeatedly late in the payment of Rent or other sums or charges due Landlord under this Lease or repeatedly defaulting in the keeping, observing, or performing of other covenants or agreements herein contained to be kept, observed or performed by Tenant (provided notice of such non-payment or other defaults shall have been given to Tenant, but irrespective of whether or not Tenant shall have timely cured any such payment or other defaults of which notice was given).

19.3 In the event of a default under this Lease, Landlord may in addition to all other remedies available under Florida law: (i) re-enter and take possession of the Premises, assert its statutory lien over and to such of Tenant's personal property as is located therein, and store the same at Tenant's expense; (ii) re-let the Premises or any part thereof on such terms, conditions and rentals as Landlord may deem proper; and (iii) apply the proceeds that may be obtained from said re-letting, after deduction of all re-letting costs, including without limitation, charges for said removal and storage, remodeling and repairs, leasing commissions and legal fees, to the Rents reserved hereunder which may remain unpaid; or, at Landlord's option, Landlord may terminate and cancel this Lease, in which event Tenant agrees to promptly pay to Landlord all of the aforesaid re-letting costs and Rent remaining unpaid on the date of such termination. If this Lease is terminated by Landlord or if Landlord re-enters the Premises pursuant to this Section, Tenant shall, nevertheless, remain liable for any Rent or other sums or charges which, but for such termination or re-entry, would have become due during the remainder of the Term, and all reasonable costs, fees and expenses incurred by Landlord in pursuit of the collection of the aforementioned (including without limitation, attorneys fees) and Landlord is hereby empowered by Tenant to institute a proceeding against Tenant for the entire amount of unpaid Rent that is due and payable over the balance of the term of the Lease.

19.4 No waiver of any agreement of this Lease or of the breach thereof shall be taken to constitute a waiver of any subsequent breach of such agreement, nor to justify or authorize the non-observance of any other occasion of the same or any other agreement hereof; nor shall the acceptance of Rent by Landlord at any time when Tenant is in default be construed as a waiver of such default or of Landlord's right to terminate this Lease on account of such default; nor shall any waiver or indulgence granted by Landlord to Tenant be taken as an estoppel against Landlord - it being expressly understood that if at any time Tenant shall be in default hereunder, an acceptance by Landlord of Rent during the continuance of such default, or the failure on the part of Landlord promptly to avail itself or such other rights or remedies as Landlord may have, shall not be construed as a waiver of such default, but Landlord may at any time thereafter, if such default continues, terminate this Lease on account of such default in the manner herein provided.

19.5 In the event court action relating to this Lease is brought by Landlord against Tenant, the Landlord shall be entitled to recover from the Tenant reasonable attorney's fees and costs incurred in such action and in any appeal or related proceedings, the amount thereof to be fixed by the court.

19.6 Tenant hereby knowingly, voluntarily and intentionally waives the right to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Lease or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. This provision is a material inducement for Landlord entering into this Lease with Tenant.

SECTION 20.0 BANKRUPTCY OR INSOLVENCY

20.1 If at any time prior to the Commencement Date or during the Term, there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for re-organization or arrangement, or for the appointment of receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors or if there is an assignment by operation of law, or if Tenant makes application to Tenant's creditors to settle or compound or extend the time for payment of Tenant's obligations, or if any execution or attachment shall be levied upon any of Tenant's property or the Premises are taken or occupied or attempted to be taken or occupied by someone other than Tenant, then this Lease may be terminated and declared null and void at the sole option of Landlord. Upon the happening of Tenant's bankruptcy, insolvency or any other events herein enumerated, and whether or not Landlord elects to terminate this Lease, Landlord may apply any Security Deposit under this Lease to any arrears in Rent and a judicial stay shall not have the effect of terminating this option. In the event of a judicial stay of any court authorizing Tenant, Receiver, Debtor in Possession, Trustee, Assignee for the Benefit of Creditors, or any other person to remain in possession of the Premises, Landlord shall be entitled to use and occupation fees in the amount of the Rent and other charges reserved in this Lease, or the fair market value of the Premises, whichever is higher. The acceptance of Rent for use and occupation by the Landlord shall not be deemed a waiver of the right in the same or any future proceedings. The exercise of the option to terminate the Lease shall not defeat the Landlord's right to damages for all losses sustained.

SECTION 21.0 SHOPPING CENTER PROMOTION

21.1 In the event the Shopping Center schedules a Grand Opening or similar promotion for the Shopping Center or remodeled portions thereof, Tenant shall, within seven (7) days of Billing from Landlord, submit to Landlord a sum equal to 50% of Tenant's annual Shopping Center Promotion Fund Contribution specified in Paragraph 2.10, which sum Landlord agrees shall be applied in full to said Grand Opening expenses.

21.2 Intentionally Deleted

21.3 Tenant agrees to include the Shopping Center name, address and logo, if any, in all of its advertising related to the Premises.

SECTION 22.0 ASSIGNMENT & SUBLETTING

22.1 Any reference in this Lease to sub-tenants, licensees, heirs, executors, administrators, successors and assigns notwithstanding, Tenant agrees not to assign this Lease or to sublet the whole or any part of the Premises, or to permit any other person to occupy same or any part thereof without prior written consent of Landlord. Any assignment or sub-letting, even with Landlord's consent shall not relieve Tenant from liability for payment of Rent or from the obligation to keep and be bound by the agreements of this Lease. The acceptance of Rent from any other person shall not be deemed to be a waiver of any of the agreements of this Lease or to be consent to the assignment for the benefit of creditors or by operation of law and shall not be effective to transfer any rights to any assignee without prior consent of Landlord. In the event Tenant wishes to assign this Lease and Landlord consents to such assignment, Landlord may charge a reasonable fee, not to exceed \$1,500.00 to help offset any costs Landlord may have in preparing such assignment, or in examining the information, financial statements, operating history, reference, etc., necessary to effectuate same.

22.2 If Tenant is a non-publicly traded corporation and at any time during the Term any part or all of the corporate shares of Tenant shall be transferred by sale, assignment, inheritance, operation of law or otherwise so as to result in a change in the voting control of Tenant in effect as of the Lease Date, Tenant shall promptly notify Landlord of such change, and such change shall be deemed an assignment under this Section 22.0, or Landlord, at its option, may terminate this Lease at any time after said change by giving Tenant 30-days notice of such termination.

SECTION 23.0 TITLE, QUIET ENJOYMENT & ACCESS TO PREMISES

23.1 Landlord warrants that it has lawful title to, or a valid ground lease on, the real property underlying the Premises; that Landlord has full power and authority to execute this Lease, and that if Tenant shall perform all of Tenant's agreements herein specified, Tenant shall, subject to the terms and conditions of this Lease and any ground lease or mortgage affecting the said real property, have the peaceable and quiet enjoyment and possession of the Premises without any manner or hindrance from Landlord. Tenant expressly acknowledges that the Shopping Center may be under construction during the term of this Lease. Said construction shall not be construed as an interference with Tenant's occupancy of the Premises, nor shall it be construed as a Constructive Eviction.

23.2 Tenant agrees that Landlord and its agents may inspect the Premises at any reasonable time and that Landlord may make such repairs or improvements to the Premises or any part of the Shopping Center that Landlord may deem desirable or necessary and which Tenant has not agreed herein to do or has failed to do so. Tenant further agrees that during 60 days preceding the termination of this Lease, Landlord or its agents shall have the right to show the Premises to potential tenants, and to place various notices on the Premises offering the Premises to such tenants.

SECTION 24.0 NO OPTION OR BROKER

24.1 Submission of this Lease for examination does not constitute a reservation of or option for the Premises and this Lease becomes effective as a Lease only upon execution and deliver thereof by Landlord to Tenant.

24.2 Each party warrants the brokers instrumental in consummating this Lease are SBX Commercial Real Estate and Prudential Knight-Gardner Realty as transaction brokers, and that no conversation or prior negotiations were had with any other broker concerning the leasing of the Premises. Each party agrees to hold the other Party harmless against any claims for brokerage commission arising out of any conversations or negotiations had by it with any other broker.

SECTION 25.0 SURRENDER OF PREMISES

25.1 Tenant shall deliver and surrender to Landlord possession of the Premises upon expiration of this Lease, or upon its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this Lease, or as may have been put by Landlord during the continuance thereof, ordinary wear and tear excepted.

25.2 Tenant shall: (i) at Landlord's request, remove all property of Tenant and all alterations, additions and improvements to the Premises; and (ii) repair all damage to Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed at the expiration of the term thereof shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Landlord, as Landlord shall desire; or, at Landlord's option, Landlord may remove such property for Tenant's account and recover from Tenant the cost of such removal. Tenant's obligation to observe or perform this covenant shall survive the expiration or termination of this Lease.

SECTION 26.0 NOTICE & REASONABLE CONSENT

26.1 Any notice that either Party may desire or be required to give under this Lease shall be effective if in writing and delivered personally to the other Party (or to an officer or general partner of the other Party if such Party is not an individual) or sent by express 24 hour guaranteed courier or by registered or certified mail of the United States Postal Service, return receipt requested, addressed to the other party at the address as specified in Section 1.0 (or to such other address or person as either Party may, by notice to the other specify). Unless otherwise specified, notices shall be deemed given when received, but if delivery is not accepted on the day of delivery, notice shall be deemed on the third day after the same is deposited with such courier or

United States Postal Service. Notices to Tenant may also be delivered by posting at the Premises or delivery to any employee of Tenant at the Premises.

26.2 Whenever this Lease specifies that either Party has the right of consent, said consent shall be effective only if in writing and signed by the consenting Party.

SECTION 27.0 PARTIES: RELATIONSHIP & DEFINITION

27.1 Nothing in this Lease shall be deemed on construed so as to create the relationship of principal agent, partnership, joint venture or of any association between the Parties, it being agreed that neither the computation of Rent nor any other Lease provision nor any act of the Premises shall be deemed to create any relationship between the Parties.

27.2 The words "Landlord" and "Tenant" shall mean each party named as the Landlord or Tenant in Section 1.0 and permitted by this Lease may be given by or to all or any thereof. The use of the neuter singular pronoun to refer to either Party shall be deemed a proper reference even though such Party may be an individual, partnership, corporation, trust or a group of two or more of any of the same. The necessary grammatical changes required to make the provisions of this Lease apply as aforesaid to either corporations, partnership, individuals, trustees, males or females, shall, in all instances, be assumed though in each case fully expressed.

SECTION 28.0 LEGAL CONSTRUCTION & FORCE MAJURE

28.1 This Lease shall be construed in accordance with the applicable laws of the State where the Premises are located. In interpreting this Lease, there shall be no inference by operation of law or otherwise, that any provision of this Lease shall be construed against either Party. The intent or meaning of any phrase or word capitalization and/or defined in this Lease is consistent with its intent or meaning when initially capitalized or defined. The Section and Paragraph numbers and captions are inserted only as a matter of convenience and in no way define or limit the scope or intent of such Sections, Paragraphs or this Lease.

28.2 If either Party shall be delayed or prevented from the performance of any act required by this Lease by reason of strikes, utility failures, restrictive laws, riot, acts of God or other similar reasons not the fault of the non-performing Party, then the time for performing such act shall be extended accordingly. The provision of this Paragraph shall not operate to excuse Tenant from prompt payment of Rent or other charges hereunder.

SECTION 29.0 COMPLETE AGREEMENT

29.1 THIS WRITING CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO, AND NO AGENT, REPRESENTATIVE, SALESMAN OR OFFICER OF LANDLORD HERETO HAS AUTHORITY TO MAKE OR HAS MADE ANY STATEMENT, AGREEMENT OR REPRESENTATION, EITHER ORAL OR WRITTEN, IN CONNECTION HEREWITH, MODIFYING, ADDING OR CHANGING THE TERMS AND CONDITIONS SET FORTH.

No modification of this Lease shall be binding unless such modification shall be in writing and signed by the parties hereto. Tenant hereby further recognizes and agrees that this Lease shall have no force or validity until and unless it is returned to Tenant duly executed by Landlord. Tenant warrants to Landlord that the execution and delivery of this Lease has been duly authorized by the Board of Directors of Tenant, and does not require any vote or consent of the shareholders.

29.2 All terms, covenants and conditions herein contained to be performed by Tenant shall be performed at its sole cost and expense and if Landlord shall pay any sum of money or do any act which requires the payment of money, by reason of the failure, neglect or refusal of Tenant to perform such term, covenant or condition, the sum of money so paid by Landlord shall be payable by Tenant to landlord with the next succeeding installment of Rent. All sums payable by Tenant to Landlord under this Lease shall be paid without any prior demand therefore and without any deduction or set off whatsoever.

SECTION 30.0 SEVERABILITY

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

SECTION 31.0 TRANSFERS BY LANDLORD

31.1 Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder and in the Shopping Center and the Premises referred to herein, and in such event and upon such transfer, Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of Landlord for the performance of such obligations.

SECTION 32.0 ACCESS TO DEMISED PREMISES

32.1 Tenant shall permit Landlord or Landlord's agents to inspect or examine the Premises at any reasonable time and shall permit landlord to make such repairs, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that Landlord may deem desirable or necessary or which Tenant has covenanted herein to do and has failed so to do, without the same being construed as an eviction of Tenant in whole or in part and the rent shall in no manner abate while such repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of Tenant because of the performance of such work.

SECTION 33.0 RELOCATION

33.1 At any time prior to Tenant opening for business or during the term of this Lease or any option period, the Landlord shall be entitled to cause Tenant to be relocated from the Premises to any other space of comparable size within the Shopping Center. Such relocation shall occur upon Landlord delivering 30 days notice to Tenant of its intention to relocate Tenant and shall not terminate or otherwise affect or modify this Lease except that from and after the date of such relocation, "Premises" shall refer to the new space which has been provided for the Tenant, rather than the original Premises as herein defined. Any such relocation shall be entirely at the expense of the Landlord.

SECTION 34.0 RADON GAS

34.1 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 your county public health unit. This notice is given pursuant to Section 404.056(8) Florida Statutes.

SECTION 35.0 HAZARDOUS SUBSTANCES

35.1 The term "Hazardous Substances", as used in this Lease, shall include, without limitation, flammable, 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.

35.2 Tenant shall not cause or permit to occur: (i) 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 or including, but not limited to, soil and ground water conditions; or (ii) the use, generation, release, manufacture, refining, production, processing,

storage or disposal of any Hazardous Substance without Landlord's prior written consent, which consent may be withdrawn, conditioned or modified by Landlord in its sole and absolute discretion in order to insure compliance with all applicable Laws (hereinafter defined), as such Laws may be enacted or amended from time to time.

35.3 With respect to any environmental clean-up activities:

A. Tenant shall, at Tenant's own expense: (i) comply with all laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances ("Law"); and (ii) make all submissions to, provide all information required by and comply with all requirements of all governmental authorities (the "Authorities") under the Laws.

B. Should any Authority or any third party demand that a clean-up plan be prepared and a clean-up be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances that occurs during the term of this Lease, at or from the Premises or which arises at any time from Tenant's use or occupancy of the Premises, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances and Tenant shall carry out all such clean-up plans.

C. Tenant shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances that is requested by Landlord. If Tenant fails to fulfill any duty imposed under this Paragraph 35.3 within 30 days following its request, Landlord may proceed with such efforts and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Laws to the Premises and Tenant's use thereof and for compliance therewith and Tenant shall execute all documents promptly upon Landlord's request and any expenses incurred by Landlord shall be payable by Tenant as Additional Rent. No such action by Landlord and no attempt made by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations under this Paragraph 35.3.

D. Tenant's obligations and liabilities under Section 35 shall survive the expiration of this Lease.

35.4 Tenant shall indemnify, defend and hold harmless Landlord, its respective officers, directors, beneficiaries, shareholders, partners, agents and employees 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 Hazardous Substances on the Premises or any failure by Tenant to perform its obligations.

SECTION 36.0 TIME OF ESSENCE

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

IN TESTIMONY WHEREOF, Landlord and Tenant have caused this Lease to be signed,
as of the 17 day of April, 2011.

Signed in presence of:

[Signature]
WITNESS
[Signature]
WITNESS

LifeStar Response of Alabama, Inc.

TENANT
[Signature]
By: Danny Platt, President
Its:

WITNESS
WITNESS

LPI Key West Associates Ltd.
~~LANDLORD~~
[Signature]
By Its General Partner LPI Key West, Inc.
Thomas E. Lewis, President

LANDLORD INITIAL [Signature]
TENANT INITIAL Dp,

Rider to the Lease between LifeStar Response of Alabama, Inc, "Tenant", and LPI Key West Associates Ltd, "Landlord" this _____ day of _____, 2011.

2.3. Lease Term, Commitment Date and Possession Date. In the event the contract between LifeStar Response of Alabama Inc., it's subsidiaries and assigns, is not renewed after the initial term of 3- years or after the first 2- year renewal and/or the second 2-year option term of the contract with the City of Key West, Tenant may terminate Lease upon a written 90 day notice of cancellation of the Lease.

The short term Occupancy Agreement dated March 2011 for Space 2780-2 will terminate effective June 15, 2011.

8.0 Business Use and Operation Standards

Parking: Parking of LifeStar vehicles for ambulatory services is designated in the parking area in the side rear of the shopping center only. The area is designated on the attached Exhibit A

Ingress/Egress: Tenant's LifeStar vehicles for ambulatory services must use the rear exit of the Shopping Center for all emergency response. Exit is designated on the attached Exhibit A.

Sirens: Tenant agrees that any of their vehicles with siren capability will not use the siren while on the Shopping Center property. to the very up most of their control, however Landlord may exercise all rights under the terms of the Lease.

LANDLORD INITIAL LS
TENANT INITIAL DW

EXHIBIT B

LPI Key West Associates Ltd. Overseas Market Shopping Center, Key West, Florida

LANDLORD'S WORK

Tenant accepts all space in "As Is" condition.

Space 2780-2

Landlord shall warrant that all electrical, plumbing, mechanical and AC systems existing in the Premises are in good working order and condition.

Space 2788

With the install of a new 5 ton and 2 ton air conditioning units at 2788 Tenant agrees that in the event the City of Key West does not renew the ambulatory services contract with Tenant after the initial 3-year term or exercise the first 2-year option term and/or the second – 2 year option terms and Tenant exercises it right to terminate the Lease, then Tenant will reimburse Landlord \$10,000.00 upon termination of the Lease for the Landlord's expense in installing the new air conditioning units.

Landlord will warrant that all electrical, plumbing, mechanical and HVAC systems existing in the Premises shall be in good working order and condition.

Landlord will run the necessary plumbing from 2788 to 2786.

(P-7)

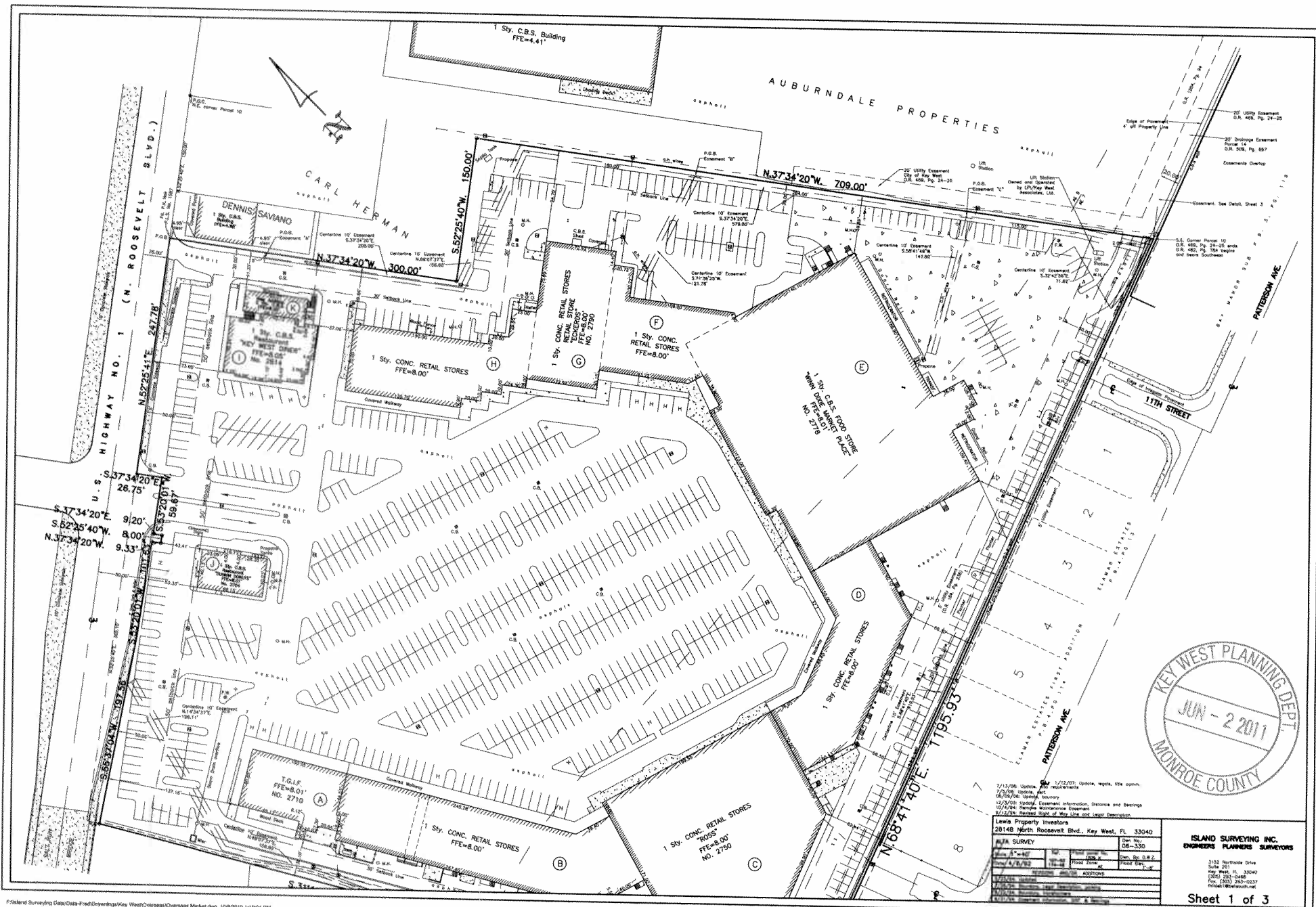
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LANDLORD INITIAL S

TENANT INITIAL D.S.P

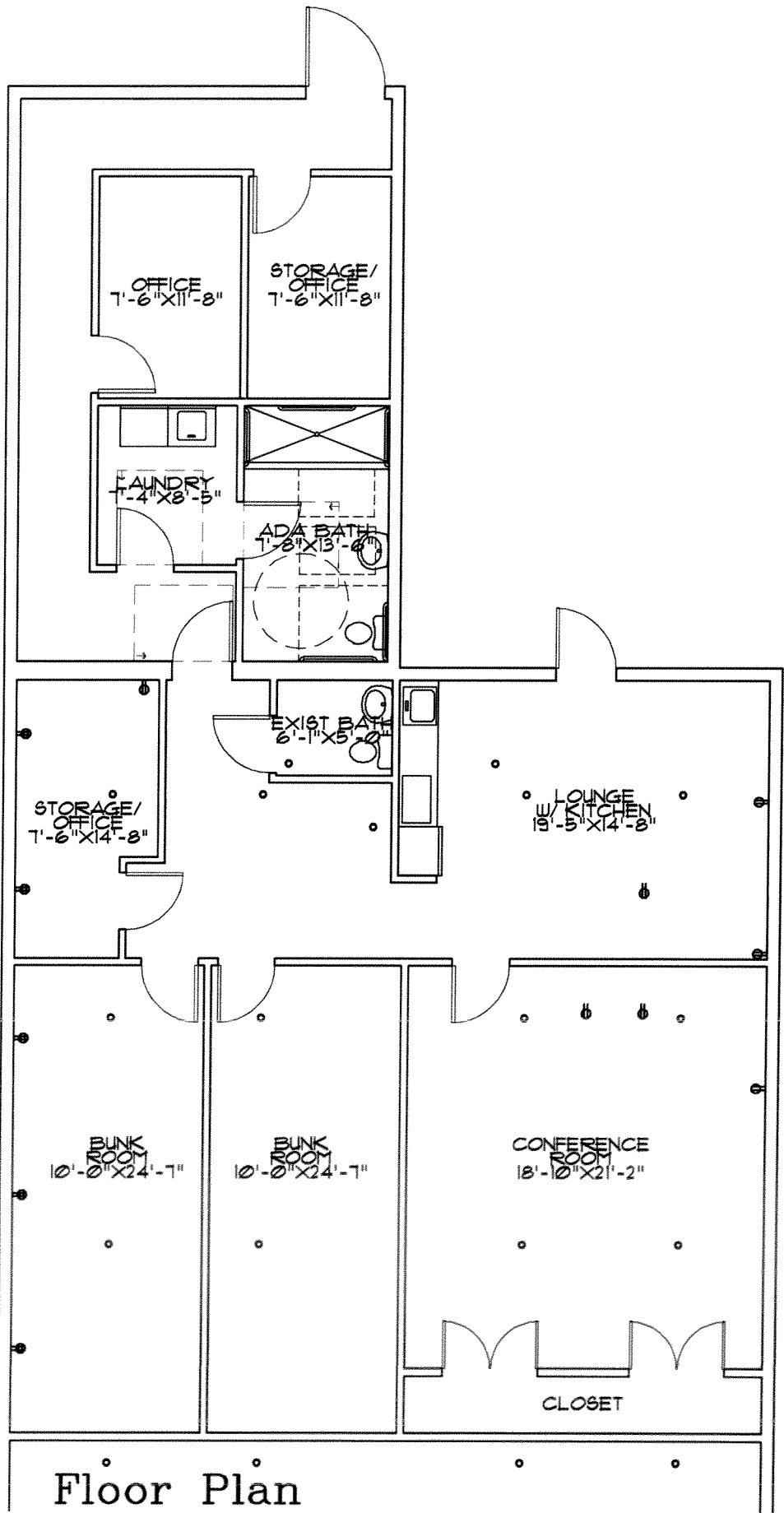
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Survey



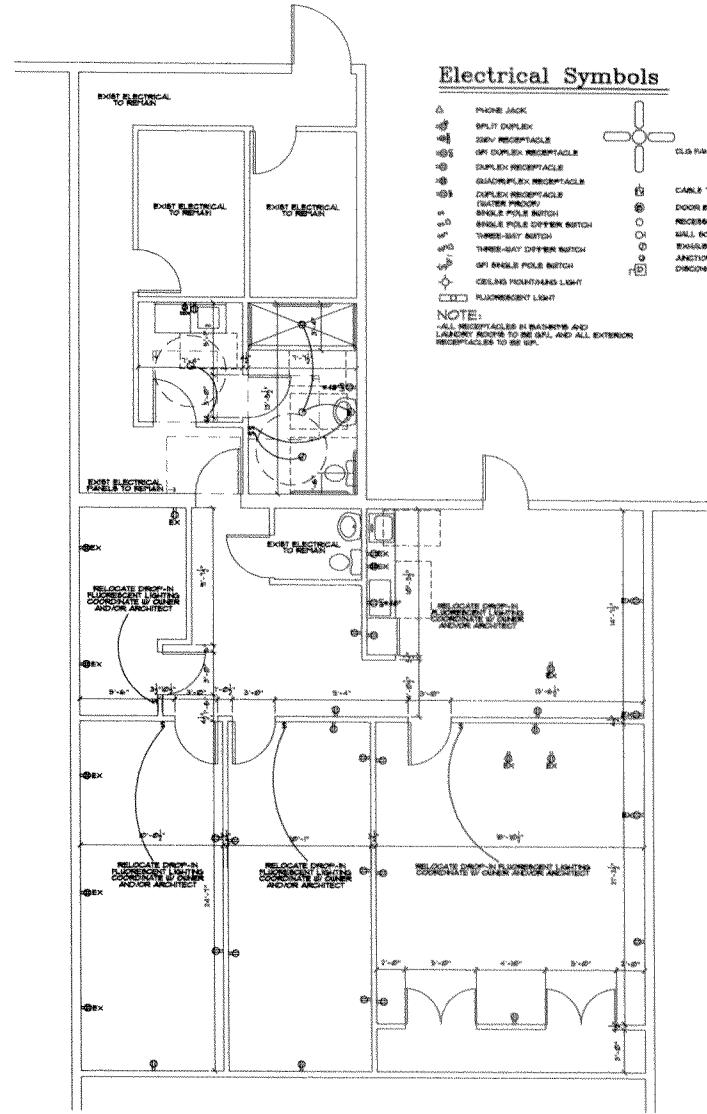
F:\Island Surveying Data\Final Drawings\Key West\082008\082008 Map\082008 1108204.Plot

Site Plans



Floor Plan

1/8" = 1' - 0"



First Floor Plan

1/4" = 1' - 0"



Lifestar Response
2338 N Roosevelt Blvd Key West, FL

THOMAS E. POPE, P.A. ARCHITECT
7009 Shrimp Road #4, Key West, FL
(305) 296 3611 TEPopePA@aol.com

date:
5/22/11
revision:





Conditional Use Application for Key West



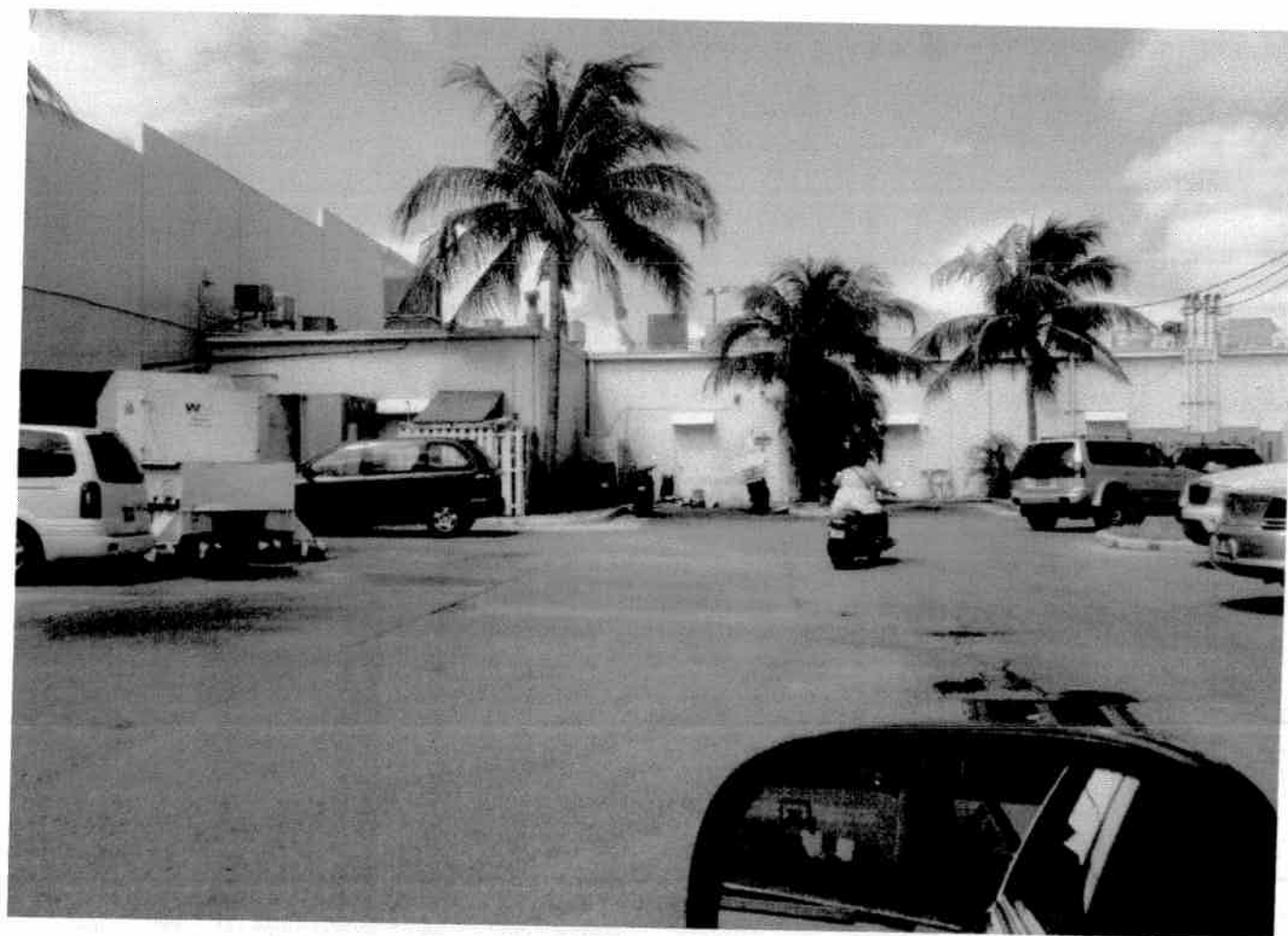








EXHIBIT "C"

OVERSEAS MARKET
KEY WEST, FLORIDA

CONSTRUCTION AGREEMENT

TENANT'S WORK



All Tenant's work shall conform to all applicable governing codes and Landlord's outline plans and specifications and shall include but not be limited to the work listed below.

1. Architectural:
 - (a) Interior partitions, doors and windows;
 - (b) Any wall and floor finishes;
2. Electrical:
 - (a) Any and all electrical work required by Tenant which is not Landlord's obligation;
 - (b) Telephone Installation
 - (c) Fire Alarm Installation
3. Plumbing: Tenant shall pay all water and sewer impact fees, monthly service charges, levies, or other charges imposed by Monroe County, City of Key West, Florida Keys Aqueduct Authority or any other governing authority, whether said fees or charges have been paid by Landlord on behalf of Tenant in connection with the initial construction or charged directly to Tenant.
4. Tenant shall provide all work other than what is provided by Landlord.
5. (a) Time being of the essence, Tenant will furnish five complete sets of store plans with specification to the Landlord for Landlord's approval within thirty (30) days or signing of lease.
 (b) Tenant will furnish five complete sets of signage to Landlord within thirty (30) days of signing of lease. The scale on the signage plans to be 1 inch = 1 foot.
6. Tenant will pay for any utility charges associated with the leased premises during and after construction of the leased premises.
7. Tenant will require any contractor or sub-contractor to remove and dispose of, at least once a week, all debris and rubbish caused by the work and upon completion to remove all temporary structures, debris and rubbish of whatever kind remaining on any part of the shopping Center.
8. Tenant and/or Tenant's contractors and sub-contractors shall be required to provide, in addition to the insurance required to be maintained by Tenant, the following types of insurance in the following minimum amounts naming Landlord and any other persons having an interest in the whole Shopping Center as additional insurers as their interest may appear, issued by companies approved by Landlord.
 - (a) Workman's Compensation coverage with limits of at least \$500,000.00 for the employers liability coverage thereunder.

LANDLORDS INITIAL B
 TENANTS INITIAL D.P.

- (b) Builders Risk – Completed Value fire and extended coverage covering damage to the construction and improvements to be made by Tenant in amounts at least equal to the estimated completed cost of said construction and improvements with 100% co-insurance protection.
 - (c) Automobile Liability Coverage with bodily injury limits of at least \$500,000.00 per person, \$1,000,000.00 per accident and \$500,000.00 accident for property damage.
 - (d) Payment and Performance bonds for 100% of the value of work to be accomplished above \$25,000.00. All bonds shall be dual or multiple obligee bonds, insuring to the benefit of Landlord, Tenant, and other persons as Landlord shall require. Original or duplicate policies for all of the foregoing insurance shall be delivered to Landlord before Tenant's work is started and before any contractor's equipment is moved to any part of the whole Shopping Center. In all other respects the insurance coverage above mentioned shall comply with the provisions of Section 14.
9. Tenant agrees that construction of the Improvements shall be performed diligently and in good and workmanlike manner and shall be expeditiously completed in compliance with all laws, ordinances, orders, rules, regulations and requirements. All work done in connection with the Improvements shall comply with all requirements of insurance policies maintained by Landlord, copies of which policies shall be provided to Tenant upon request. Tenant's contractor will be properly licensed and insured.
10. Tenant at it's sole cost, shall maintain the air conditioning (includes heating) unit(s) for the leased premises in good condition and repair throughout the term of this lease.

As a part of it's air conditioning maintenance obligation, Tenant shall enter into an annual contract with an air conditioning repair firm which has been approved by Landlord, fully licensed to repair air conditioning units in the State of Florida, which firm shall:

- (1) Regularly service the air conditioning unit(s) on the leased premises on a monthly basis, changing belts, filters, and other parts as required.
- (2) Perform emergency and extraordinary repairs on the air conditioning unit(s).
- (3) Keep a detailed record of all services performed on the leased premises and prepare a yearly service report to be furnished to the Tenant at the end of each calendar year.

Tenant shall furnish to Landlord, at the end of each calendar year, a copy of said yearly service report. Not later than thirty (30) days prior to the date of commencement of the term of this lease and annually hereafter, Tenant shall furnish to Landlord a copy of the air conditioning maintenance contract described above, and proof that the annual premium for the maintenance contract has been paid. Nothing stated hereinabove shall limit Tenant's obligation to maintain the air conditioning unit(s) in good condition and repair throughout the term of this Lease.

Tenant will install the demising firewall separating the Premises 2788 and 2786.

Utilities: Landlord and Tenant agree that 2788 and 2786 will remain on the meters for electric, water and sewer and that Tenant will be responsible for their prorata share. Landlord and Tenant agree that the pro rata usage shall be set by an agreed upon average cost for utilities by averaging the utilities from the date of this Lease to the date Landlord leases 2786. Landlord will credit tenant each month for the agree amount. In the event Landlord leases 2786 and the new tenant retains the averaging method by staying on the existing meters Landlord will continue to credit Tenant and collect from the new tenant, adjusting

LANDLORDS INITIAL _____
 TENANTS INITIAL P/J

the average based on any change to usage. However, the new tenant in 2786 may elect to meter their own space at which time credits will desist.

LANDLORDS INITIAL _____
TENANTS INITIAL _____

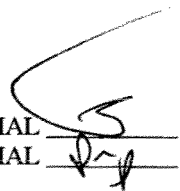
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EXHIBIT "D"

OVERSEAS MARKET
KEY WEST, FLORIDA

SIGN CRITERIA

This sign criteria overrides any sign specifications on drawings or plans submitted to the Landlord and approved by the Landlord.

All signs erected within the Shopping Center, as referred to in the attached Lease and which this exhibit is a part, shall conform to the following minimum standards and in WHITE channel letters:

- (a) All signs shall be constructed with individual channel letters mounted in the area shown as Signage Bank on the plans for the project.
- (b) Any sign erected by Tenant shall be a maximum of 66% of any stores individual front footage. In no event shall any Tenant's sign exceed 16 feet in length.
- (c) Letters shall be 18 inches in height for single line copy. For double line copy letter height shall be a maximum of 12 inches.
- (d) Letters shall be fabricated of .040 gauge aluminum. Raceway plates, if applicable shall be of .080 gauge aluminum.
- (e) Letter style: Helvetica (White)
- (f) No exterior signs will blink or flash.
- (g) All signs must meet local code requirements for size, design, installation and must be permitted prior to installation.
- (h) All signs design must be approved by Landlord.
- (i) In addition to a canopy sign, Tenant shall install a hanging wooden under-canopy sign to be specified by Landlord.
- (j) Colors: To be determined by Landlord.
- (k) Above criteria to be installed within 30 days of lease execution.
- (l) Sign must be illuminated between the hours of sundown and 10:00 p.m. and shall be controlled by a time clock.

LANDLORD INITIAL
TENANT INITIAL

EXHIBIT "E"

OVERSEAS MARKET
KEY WEST, FLORIDA

MEMORANDUM OF COMMENCEMENT DATE


Pursuant to Section 2.3 that certain Lease Agreement, by and between LPI/KEY WEST ASSOCIATES, LTD., ("Landlord") and LifeStar Response of Alabama Inc. ("Tenant") dated _____, 2011____: Landlord and Tenant determine that April 22, 2011____, is the Commencement Date of the initial term of such Lease Agreement and the expiration date of the initial term of such Lease Agreement is April 14, 2018____, and such Lease Agreement remains in full force and effect according to its terms.

IN WITNESS WHEREOF, Landlord and Tenant have cause this Memorandum of Commencement Date to be executed as required by Lease this 19th day of April, 2011____.

LANDLORD

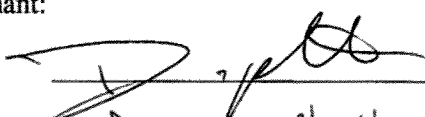
LPI/KEY WEST ASSOCIATES, LTD.
A Florida Limited Partnership

By: LPI/Key West, Inc. - General Partner



Thomas E. Lewis, President

Tenant:

By: 

By: Danny Platt, president

LANDLORD INITIAL _____

TENANT INITIAL DP

EXHIBIT "F"

OVERSEAS MARKET
KEY WEST, FLORIDA

MEMORANDUM OF LEASEE

NAME AND ADDRESS OF LANDLORD :

LPI Key West Associates Ltd.

1850 S. E. 17th St Causeway

Ft Lauderdale, FL 33316

NAME AND ADDRESS OF TENANT :

LifeStar Response of Alabama Inc.

1150 Panama Street South

Montgomery, Alabama 36107

DEMISED PREMISES. Premises of approximately 2828 square feet of gross leasable area in the shopping center located at 2788 and 2780-2 N. Roosevelt Blvd. as shown and described in Exhibits "A - 1" and "B" annexed hereto and made part hereof.

CONVEYANCE: Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord the Premises, together with all appurtenances.

COMMENCEMENT DATE OF LEASE: The date Tenant receives notice that all of Landlord's work (as defined in the Lease) is substantially complete and the Premises are available for Tenant to construct its improvements.

TERM OF LEASE: Lease term will commence on the commencement date and will end Seven years (7) and 0 months () thereafter, subject, at Tenant's option, to none () additional terms of () years each.

CERTAIN RESTRICTIONS: Reference is hereby made to the Lease between Landlord and Tenant devising the premises and all of the terms and restrictions set forth in the Lease are expressly incorporated herein completely and verbatim and such terms are hereby referred to for all purposes.

Specifically, the Lease prohibits Tenant from subjecting Landlord's interest in the Premises to mechanic's liens and states as follows:

Tenant shall have no authority to create any liens for labor or material on the Premise or the Shopping Center and all Contractors are hereby on notice that they may only look to Tenant for the payment of any bill for work done at Tenant's request.

The Lease also contains certain use restrictions as follows

The purpose of this instrument is to place a record among the Public Records of _____, County, Florida.

This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Lease.

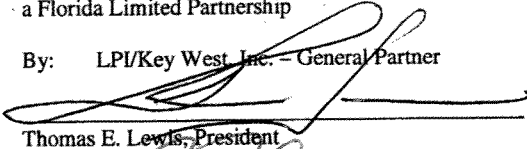
LANDLORD INITIAL LS
TENANT INITIAL LR

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum on the _____ day of _____, 20_____.

LANDLORD:

LPI/KEY WEST ASSOCIATES, LTD.
a Florida Limited Partnership

By: LPI/Key West, Inc. - General Partner



Thomas E. Lewis, President

TENANT:

By: _____

By: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____ by LPI/KEY WEST ASSOCIATES LIMITED a Florida Limited Partnership by Key West, Incorporated, General Partner.

Notary Public

My Commission expires:

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____ by _____, on behalf of said _____.

Notary Public

My Commission expires:

LANDLORD INITIAL 3
TENANT INITIAL PA

Attachment to Occupancy Agreement
OVERSEAS MARKET
KEY WEST, FLORIDA



RULES AND REGULATIONS

- (i) All deliveries to the premises and loading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Landlord. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgement of the Landlord are necessary for the proper operation of the Premises or the Shopping Center.
- (ii) Trailers or trucks shall not be permitted to remain parked overnight in any area of the Shopping Center, unless designated by the Landlord.
- (iii) All garbage, refuse and rubbish shall be deposited in the kind of container specified by Landlord, and shall be placed outside of the Premises prepared for collection in the manner and at the times and places specified by Landlord and in accordance with municipal regulations. Burning of garbage, refuse or rubbish any place on or in the Shopping Center is not permitted. If Landlord shall provide or designate a service for picking up garbage, refuse and rubbish, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse and rubbish. At Landlord's discretion, Tenant may be required to contract for its own trash removal at its sole expense. If Landlord requires this, Tenant will not be charged for trash removal when the year end Shopping Center operating expenses are calculated. Tenant will keep clean, all Common Areas used for storage or trash, and all Common Areas used during transit of trash to storage containers. Tenant shall be responsible for the breaking down of all boxes, and all loose trash shall be placed in enclosed garbage bags before being deposited into dumpsters. If it is necessary for Landlord to clean Common Areas because of Tenant's negligence, Landlord may charge Tenant for the cost of same.
- (iv) No radio or television or other similar device shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the Premises, or on the grounds, without in each instance the written consent of the Landlord. Any aerial so installed without such written consent may be removed by Landlord at Tenant's expense, at any time and Landlord shall not be liable for such removal.
- (v) No loud speakers, phonographs, machinery, mechanical apparatus, or other devices shall be used or allowed to operate in a manner so as to be heard or seen outside of the Premises without the prior written consent of the Landlord.

LANDLORD INITIAL LS
TENANT INITIAL DP

- (vi) The outside areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstruction or merchandise in such areas, nor conduct any business therefrom.
- (vii) Tenant and Tenant's employees shall park their cars only in the rear of the Shopping Center or other such portion of the parking area designated for those purposes by Landlord. If Landlord so requires, Tenant shall furnish Landlord with State automobile license numbers assigned to Tenant's employees within five (5) days after taking possession of the Premises and shall thereafter notify Landlord of any changes within five (5) days after changes occur. In the event that the Tenant or its employees fail to park their cars in designated parking areas of aforesaid, then Landlord at its option shall charge Tenant Ten Dollars (\$10.00) per day or partial day per car parked in any area other than that designated.
- (viii) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no toxic or hazardous waste, or foreign substance of any kind shall be thrown therein, and the expenses of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall, have caused same. Grease disposal must be according to city code for the business use. Any violations will be subject to lease termination. Grease trap installation is part of the Tenant's responsibility and expense.
- (ix) Tenant shall use, at Tenant's cost, such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.
- (x) Tenant shall keep the Premises free from nuisances, noise or odors objectionable to the public, to other tenants in the Shopping Center or to the Landlord.
- (xi) Tenant shall not conduct any auction, fire bankruptcy, selling-out, or closing-out sale on or about the Premises.
- (xii) Tenant shall store in the Premises only such merchandise as Tenant intends to offer for sale at retail from the Premises.
- (xiii) In the event of a default of any payment due under this Lease, Landlord may in Landlord's notice to Tenant of such default, require Tenant's payment to cure the default be in cash, cashier's check, certified check or money order and thereafter a tender of money to cure default which is not in the form requested by Landlord shall be deemed a failure to cure the default.
- (xiv) If any Fixed Rent or Additional Rent due as set forth in this Lease is not paid on or before the due date on two (2) separate occasions in any calendar year, then at Landlord's sole option, Landlord may demand thereafter that all Fixed Rent and

LANDLORD INITIAL

TENANT INITIAL

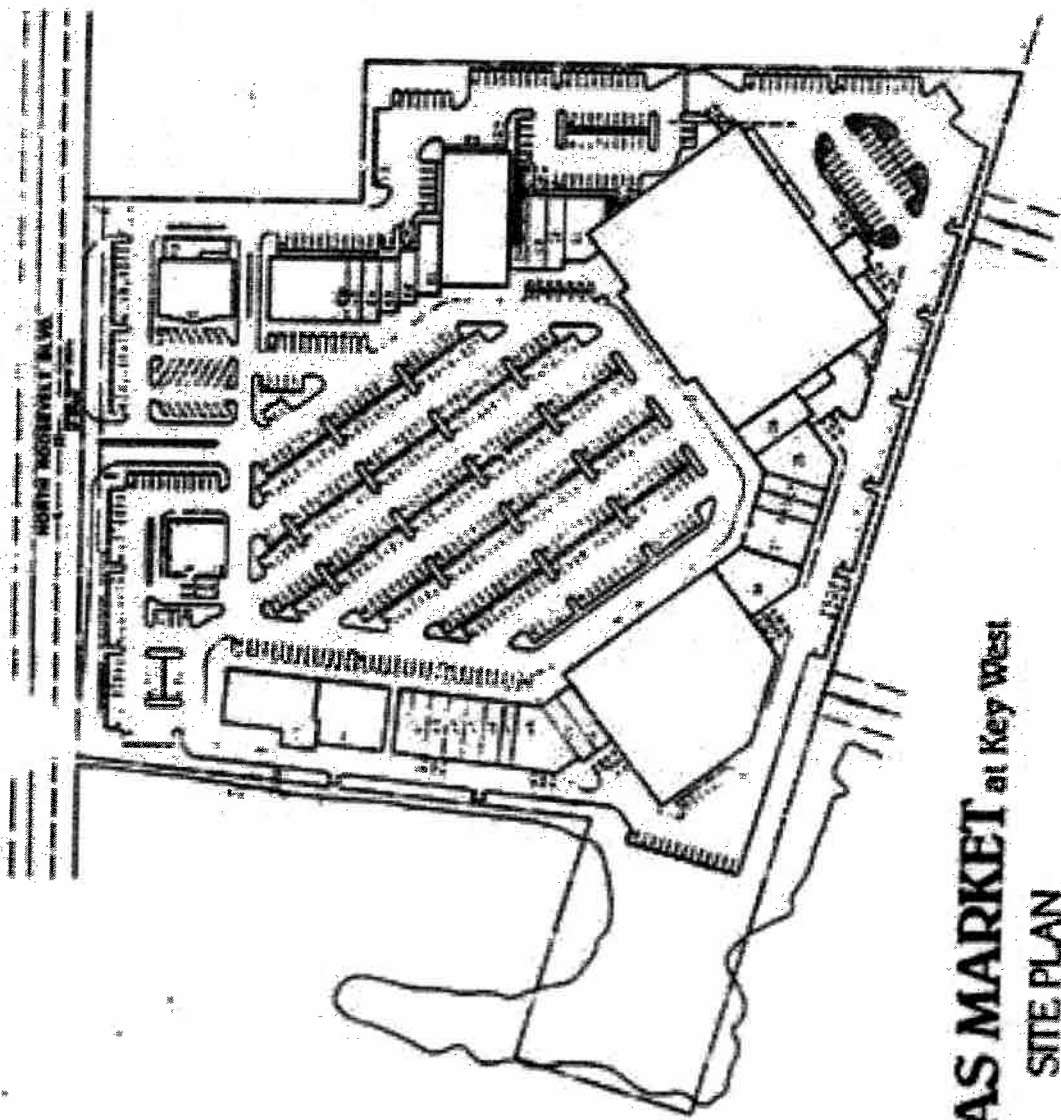
BS
PAJ

Additional Rent be paid quarterly in advance in the form of cash, cashier's check, certified check or money order. Nothing shall be construed herein as requiring Landlord to accept any Fixed Rent or Additional Rent as rendered after due date.

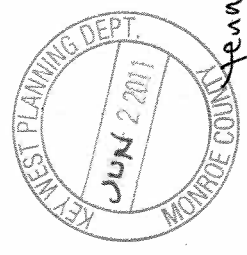
- (xv) If any checks for Fixed Rent or Additional Rent due as set forth in this lease shall be dishonored or returned by the bank when presented for payment for any reason on two (2) separate occasions in any calendar year, then at Landlord's sole option Landlord may demand thereafter that all Fixed Rent and Additional Rent shall be in the form of cash, cashier's check, certified check or money order.
- (xvi) Tenant shall not mark, drill, or in any way deface any walls, ceilings, partitions, floors, wood, stone, or ironwork without Landlord's prior written consent.

Tenant Initial DP

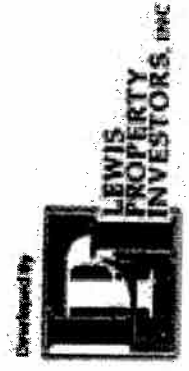
LANDLORD INITIAL S
TENANT INITIAL DP



OVERSEAS MARKET at Key West
SITE PLAN

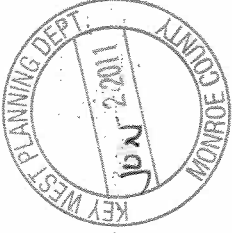


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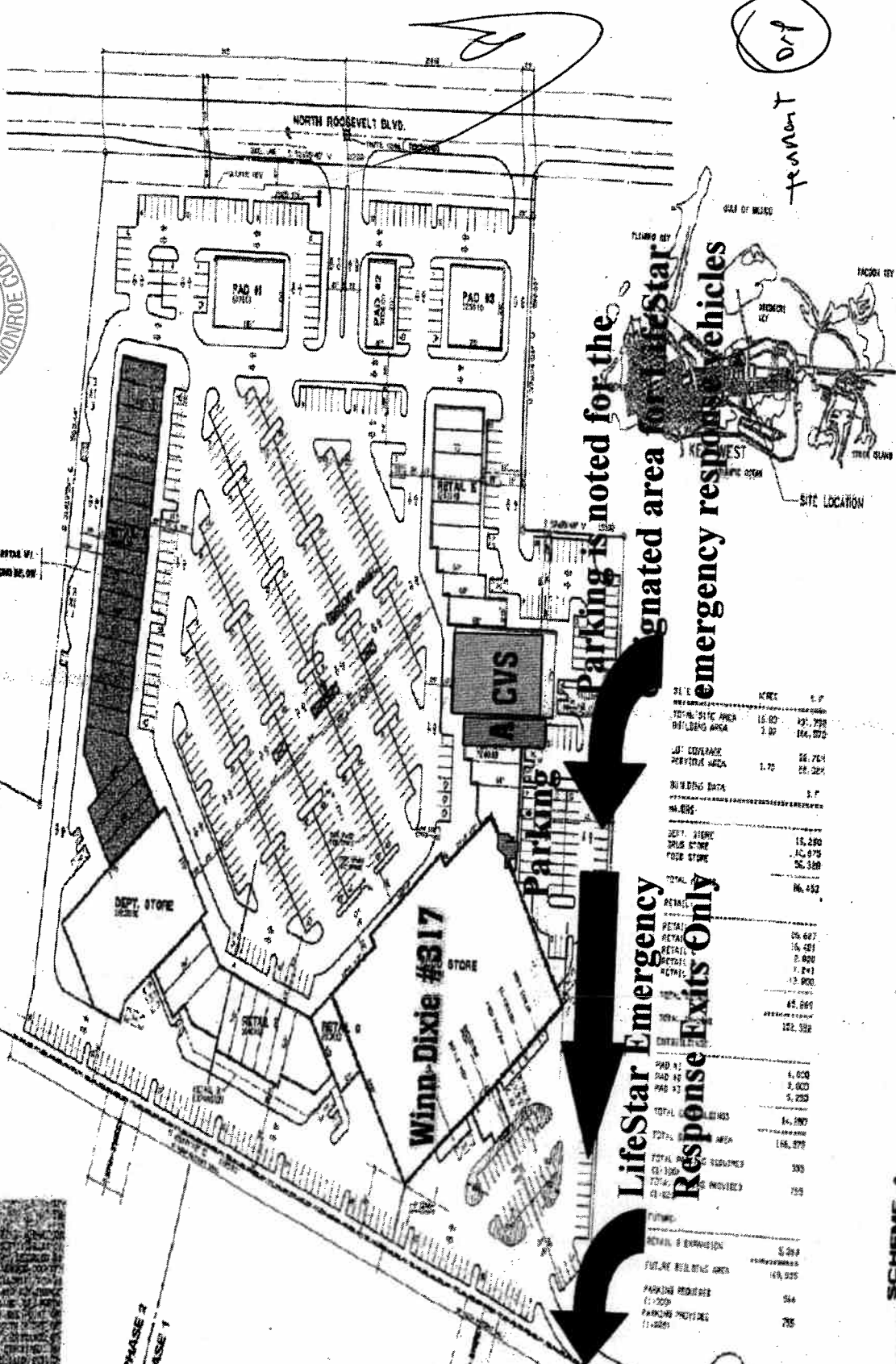


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LifeStar Lease Exhibit A



SHRIMP AREA MARKETS PROPOSED PLATING BY THE WAY
 3 STORES OF APARTMENTS ABOVE AND PARKING DE. ON



Parking is noted for the designated area for LifeStar emergency response vehicles

LifeStar Emergency Response Exits Only

tenant Drp

DESCRIPTION	ACRES	S.F.
TOTAL SITE AREA	16.00	431,758
IMPERVIOUS AREA	3.30	844,000
IMP. COVERAGE		22,741
PERMISSIBLE AREA	1.70	42,321
BUILDING DATA		3.7
RETAIL		
DEPT. STORE		15,200
FOOD STORE		10,075
PHARM		26,389
TOTAL		51,664
ENTREPRENEURIAL		
RETAIL		26,667
RETAIL		15,000
RETAIL		2,000
RETAIL		1,241
RETAIL		13,900
TOTAL		58,808
TOTAL		110,472

PAD #1	4,000
PAD #2	3,000
PAD #3	3,250
TOTAL BUILDINGS	10,250
TOTAL IMP. AREA	146,378
TOTAL IMP. COVERAGE	300
TOTAL IMP. PERMISSIBLE	755
FUTURE	
RETAIL & EXPANSION	5,269
FUTURE BUILDING AREA	149,925
PARKING REQUIRED (1:1000)	544
PARKING PROVIDED (1:500)	785

SITE PLAN
 SCALE: 1" = 60'-0"

DATE: 6/1/11
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]
 TITLE: SP-11

SCHEME A
 KEY WEST SHOPPING CENTER
 KEY WEST, FLORIDA

Vander Ploeg and Associates, Inc.
 architects and planners
 1700 north date highway

