

APPLICATION FOR LANDLORD-TENANT EXEMPTION
SECTION 367.022(5), FLORIDA STATUTES
RULE 25-30.060(3)(e), FLORIDA ADMINISTRATIVE CODE

ORIGINAL
FILE COPY

NAME OF SYSTEM: ACR Ventures

PHYSICAL ADDRESS OF SYSTEM: 1605 University Parkway
Sarasota, Florida 34243

MAILING ADDRESS (IF DIFFERENT): 2033 Main Street #104
Sarasota, Florida 34237

COUNTY: Manatee

PRIMARY CONTACT PERSON:

NAME: Rod Connelly

ADDRESS: 2033 Main Street #104
Sarasota, Florida 34237

PHONE #: 941/953 7700

NAMES OF OWNER(S): ACR VENTURES, a Florida general partnership

NATURE OF APPLICANT'S BUSINESS ORGANIZATION: (CORPORATION,
PARTNERSHIP, SOLE PROPRIETOR, ETC.) partnership

ACK _____ I believe this system to be exempt from regulation of the
AFA _____ Florida Public Service Commission pursuant to Section 367.022(5),
APP _____ Florida Statutes, for the following reasons:

CAF _____ 1. The landlord will provide utility service solely to its
CMU _____ tenants.

CTR _____ 2. Charges for service are non-specifically contained in
EAG _____ rental charges.

LEG Pellegrine 3. The utility services provided are:
LIN _____ Water yes (Yes or No) Wastewater no (Yes or No)
OPC _____ For utility service not provided, state how handled:
REN _____ Manatee County Public Utilities Dept.
SEL _____

WAS _____
OTH _____

DOCUMENT NUMBER-DATE
03294 MAR 20 96
FPSC-RECORDS/REPORTING

APPLICATION LANDLORD-TENANT EXEMPTION

4. The service territory is located at: _____
1605 University Parkway, Sarasota, Florida 34243
5. Attached is a copy of the landlord's most recent version of a standard lease or rental agreement.

I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in S. 775.082, S. 775.083, or S. 775.084.

March 14, 1996
(Date)



Applicant's signature **

PIERO RIVOLTA, President
of AKJ VENTURES, INC., a
Florida corporation; general
partner of ACR VENTURES, a
Florida general partnership

Applicant's Name and Title

- ** If applicant is not the Owner of the property for which the exemption is being requested, a Letter of Authorization from the Owner must be attached to applicant.

When you finish filling out this application, the original and four copies of application and lease or rental agreement should be mailed to:

Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850.

COMMERCIAL BUILDING LEASE

THIS COMMERCIAL BUILDING LEASE dated February 1, 1995, between ACR VENTURES, a Florida general partnership, whose address is 2033 Main Street, Suite 104, Sarasota, Florida 34236 (the "Landlord"), and GU FLORIDA, INC., a Florida corporation, whose address is 1605 University Parkway, Sarasota, Florida 34243 (the "Tenant").

1. Lease. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord a portion of a building containing approximately 5600+/- square feet of manufacturing and warehouse space and office space containing approximately 2,500+/- square feet (the "Premises") within the real property described below upon the terms and subject to the conditions set forth below.

2. Premises. The Premises are located in a building on the lands in Sarasota County, Florida as described in attached Exhibit "A", and consist of a portion of a building and all fixtures, improvements, and appurtenances located therein. Landlord reserves the right to lease portions of the building and real property not described herein.

2.1 Option to Increase Leased Premises. Tenant shall have an option to lease the second floor office space and the rent shall be increased as herein provided. In addition, Tenant shall have an option to lease the portion of the building leased to "American Stainless" and the rent shall be increased as herein provided.

3. Duration. The initial term of this Lease is for Three (3) years beginning on February 1, 1995, ("Commencement Date") and extending to and including January 31, 1998.

3.1 Option to Renew. Tenant shall have an option to renew this Lease for two (2) additional terms of four (4) years each upon the same terms and conditions as are provided herein. The option to renew shall be exercised by Tenant giving notice by certified mail to Landlord, return receipt requested at least nine (9) months before expiration of the initial term and first renewal term. It shall be a condition of the exercise of the option to renew that at the time of the exercise of the option that Tenant shall not be in default of this Lease.

4. Permitted Use. Tenant may use the Premises for general office, warehouse and manufacturing purposes. Tenant shall not use or allow the use of the Premises in any manner that constitutes waste, that constitutes a nuisance, that violates any applicable law, ordinance, or governmental regulation, that materially increases the fire hazard, or that overloads the floor. Tenant shall not burn or incinerate rubbish, garbage, or debris on the Premises, and there shall be no living quarters thereon.

5. Rent. Tenant shall pay Landlord rent on an annual basis (the "Annual Rent") for each Lease year during the term hereof which Annual Rent shall be paid in equal monthly installments, payable on the first day of each month in advance as follows:

(i)	first six (6) months	\$1,000.00 per month
(ii)	second six (6) months	\$2,000.00 per month
(iii)	third six (6) months	\$2,500.00 per month
(iv)	months 19 through 36 and renewal terms	\$2,500.00 per month plus CPI adjustment per month

NOT WITHSTANDING the foregoing to the contrary, in the event Tenant shall exercise its option to lease additional space as provided for in paragraph 2.1, then in such event, the rent shall be increased as follows:

(i)	second floor office space	\$ 500.00
(ii)	"American Stainless"	\$1,500.00

The increased rent provided for lease of additional space shall be subject to the Adjustment to Annual Rent set forth in paragraph 5.2.

5.1 Sales Tax. Tenant shall also pay when due all sales and use taxes or similar excise taxes imposed on Annual Rent payable hereunder.

5.2 Adjustment to Annual Rent. The Annual Rent at the end of the third six (6) month period shall be subject to adjustment at the commencement of the 19th month of the Lease term and on the annual anniversary date thereof thereafter (e.g., 30th month, 42nd month, 54th month, and so onward), the "Adjustment Date", as follows: the base for computing the adjustment is the Consumer Price Index for All Urban Consumers for the United States, published by the United States Department of Labor, Bureau of Labor Statistic ("Index"), which is most recently published prior to the sixth month of the initial term of this Lease, ("Beginning Index"). If the Index most recently published prior to the Adjustment Date ("Adjustment Index") has increased over the Beginning Index, the Annual Rent for the next year (until the next rent adjustment) shall be set by multiplying the Annual Rent for the next year by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index, In no case shall the Annual Rent increase be less than four percent (4%) per annum or greater than eight (8%) per annum. If the Index is changed so that the base year differs from that used in determining the Beginning Index, the Index shall be converted in accordance with the conversion factor published by the United States Department of

Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of this Lease, Landlord and Tenant agree for the purposes of this Paragraph 5.2 to utilize such other governmental index or computation with which the Index is replaced.

The following illustrates the intention of the parties as to the computation of the aforementioned adjustment to Annual Rent payable hereunder:

Assuming that the fixed Annual Rent is \$10,000.00, that the Beginning Index for the prior base year was 102.0 and that the Adjustment Index for fiscal year following the prior base year was 105.0, then the percentage increase thus reflected, i.e., 2.941% (3.0/102.0) would be multiplied by \$10,000.00, and the Annual Rent would be increased by \$294.10.

5.3 Payment Location. Tenant shall pay Landlord the Annual Rent (and any other sum that Tenant is obligated to pay Landlord under this Lease) at the address listed for Landlord on page one (1) hereof.

5.4 Late Payment Interest. If Tenant fails to pay any installment of Annual Rent or any other payment required under this Lease (including without limitation, sales taxes and insurance premiums) within ten (10) days of when due, the amount of the unpaid payment shall bear interest from the date when due at the highest rate allowed by law.

6. Security Deposit and Last Month's Rent. Tenant shall deposit with the Landlord the sum of TWO THOUSAND DOLLARS (\$2,000.00) on or before February 1, 1995, as security for the payment of the rents reserved by this Lease and as security for the performance by the Tenant of all and singular the covenants, conditions and agreements of this Lease and also for any damage the Landlord may sustain by reason of any act of the Tenant in violation of the terms hereof. Said security shall be returned to the Tenant within thirty (30) days of the termination of this Lease or any renewal period. Landlord may commingle said security deposit with other of Landlord's fund and Tenant shall not be entitled to any interest upon said security deposit.

7. Utilities. Tenant shall pay all charges for electricity, telephone, water and sewer services, waste removal service and all other utilities or services furnished to or required in or upon the Premises during the term of this Lease, such payment to be made within five (5) days of receipt of a bill or statement therefor.

The interruption or malfunction of air conditioning, electricity, water and other services due to the failure of delivery of utilities or the temporary breakdown of such services

shall not be cause for abatement or reduction in the rent due hereunder.

8. Insurance. Tenant shall at all times during the term of this Lease (including any extension hereof) and during any holdover, maintain with respect to the Premises insurance for the protection and benefit of Landlord and Tenant as set forth below.

8.1 Liability Insurance. Tenant shall maintain comprehensive general liability insurance providing coverage of not less than \$1,000,000.00 for bodily injury or death of one or more persons from any one occurrence and not less than \$1,000,000.00 per occurrence for property damage with respect to Tenant's use of the Premises or arising out of the maintenance, use, or occupancy thereof, and naming Landlord as an additional insured with the Tenant.

8.2 Fire and Extended Coverage. Landlord shall maintain fire and casualty insurance with extended coverage on all buildings and improvements in the amount equal to the replacement costs thereof; and Landlord shall provide invoices to Tenant for the costs and premiums attributable to such fire and casualty insurance, and Tenant shall pay to Landlord, within ten (10) days after Tenant's receipt of the invoice, all such insurance costs and premiums.

8.3 Fire and Casualty Insurance on Tenant's Property. Tenant shall also maintain, on all of its equipment, personal property, and inventory on the Premises, fire insurance and casualty coverage to the extent of at least eighty percent (80%) of the replacement value thereof, the proceeds of which, in the event of a loss, will be payable to Tenant. Landlord shall, in no event, be liable to Tenant for any damage, injury, or destruction to said property.

8.4 Insurer. Insurance for which Tenant is obligated shall be maintained with a responsible insurer or insurers to whom Landlord has no reasonable objection. Tenant shall promptly furnish Landlord with the originals or complete copies of all of the policies or contracts of insurance and all changes in and replacements thereof, together with certificates or other proofs and assurances, as Landlord may reasonably require, that the insurance is and at all times remains in full force and effect.

8.5 Tenant's Responsibility: Invalidation. Tenant shall cause each policy or contract of insurance for which Tenant is responsible to contain a provision that no act or neglect of Tenant invalidates the obligation of the insurer to Landlord and an agreement by the insurer that the insurance will not be cancelled or changed earlier than thirty (30) days after written notice thereof has been given to Landlord. For this purpose, the term "Landlord" shall include any holder of a mortgage given by Landlord with respect to the Premises, when Tenant and the insurer have been notified thereof.

8.6 Failure to Furnish Insurance. If Tenant fails to maintain insurance as provided above, or fails to furnish Landlord timely proof and assurance of the existence and continuance of the insurance, Landlord may, but is not obligated to, take such measures as Landlord deems desirable to obtain the insurance for Landlord's protection, and upon written request, Tenant shall immediately reimburse Landlord for all costs and expenses thereof, plus interest at the rate of twelve percent (12%) per year on the amount so paid by Landlord.

9. Property Taxes.

9.1 In addition to the Annual Rent, Tenant shall promptly pay when due all tangible and intangible personal property taxes attributed to Tenant's personal property within the Premises for and during the term of this Lease (including any extension) and during any holdover. Landlord shall promptly pay when due all real estate taxes attributable to the Premises for and during the term of this Lease.

9.2 "Taxes" means all taxes and assessments (general and special) levied, assessed, or imposed by any governmental authority upon or against the land, building, and improvements constituting or located in or upon the Premises and upon or against all personal property located on or within the Premises. "Taxes" does not include income, estate, inheritance, capital stock, or corporate franchise taxes. The Premises are subject to ordinary and normal taxes imposed annually by the county, the school board, the pertinent water management district, and the pertinent fire protection district.

9.3 Upon payment of taxes, as stated above, Tenant and Landlord shall promptly send the other the original or a copy of each receipt, and each shall otherwise furnish the other from time to time, as each may reasonably request, proofs and assurances that all taxes that Tenant and Landlord are obligated to pay have been paid.

9.4 Tenant may pay taxes under protest, and may (at no expense to Landlord) take action to obtain a refund of taxes that Tenant believes to be illegal, excessive, or void. Tenant also may (at no expense to Landlord) take action to protest or contest such taxes without first paying the tax (or full amount thereof), to the extent that the procedure is authorized by law, and subject to Tenant's first giving Landlord indemnification and other assurance to Landlord's reasonable satisfaction that Landlord will be protected against any lien or liability for taxes that are determined to be properly imposed, and any interest, penalties, and other costs relating thereto. Tenant shall give Landlord written notice before taking action to protest or contest taxes and shall keep Landlord closely advised as to the status of any such tax protest or contest.

9.5 If Tenant fails to pay taxes as provided above, Landlord may pay the same, and upon written request Tenant shall immediately reimburse Landlord for the amount thereof (including all interest and penalties attributable thereto) plus interest at the highest rate allowed by law on the amount so paid by Landlord.

10. Non-liability of Landlord. Neither Landlord nor agent, servant or employee of Landlord, shall be liable to Tenant for any loss, injury, or damage to Tenant or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, unless caused by or resulting from the negligence of Landlord, or its agents, servants or employees in the operation or maintenance of the Premises, subject to the doctrine of comparative negligence in the event of contributory negligence on the part of Tenant or any of its licensees or its or their employees, agents or contractors. Further, neither Landlord nor any beneficiary, agent, servant or employee of Landlord shall be liable: (a) for any such damage caused by other persons in, upon or about the Premises, or caused by operations in construction of any private, public or quasi-public work; or (b) unless grossly or willfully negligent, for consequential damage arising out of any loss of use of the Premises or any equipment or facilities therein by Tenant or any person claiming through or under Tenant. Landlord shall not be liable for any damage to Tenant's property or injuries caused by water bursting or leaking pipes, waste water about the Premises, or otherwise; or from an intentional or negligent act of any occupant of the property surrounding the Premises, or any other person; or by fire, hurricane or other acts of God; or by riots, criminals, or vandals; or from any other cause; all such risks hereby fully assumed by Tenant. Landlord shall not be required to furnish any services of facilities to, or to make any repairs to or replacements or alterations of, the Premises where necessitated due to the fault of Tenant, its agents and employees.

11. Tenant's Environmental Representations, Warranties and Covenants.

A. For purposes of this paragraph 11, the following terms shall be defined as indicated: (i) "Hazardous Materials" include (but are not limited to) materials defined as "Hazardous waste" under the Federal Resource Conservation and Recovery Act and similar state laws, or as "hazardous substances" under the Federal Comprehensive Environmental Response, Compensation and Liability Act, and similar state laws. Hazardous Materials include (but are not limited to) solid, semi-solid, liquid, or gaseous substances which are toxic, ignitable, corrosive, carcinogenic, or otherwise dangerous to human, plant, or animal health and well being. Examples of Hazardous Materials include paints, solvents, chemicals, petroleum products, batteries, transformers, and other discarded manmade materials with hazardous characteristics. (ii) "release" means discharging, spilling, leaking, dumping, emitting, emptying, seeping, and the like.

B. Tenant represents and warrants to Landlord that Tenant's operations are not expected to generate Hazardous Materials or if Tenant's operations are expected to generate Hazardous Materials, that Tenant shall not cause or permit to continue any intentional or unintentional release of Hazardous Materials other than those licensed by governmental agencies.

C. Tenant represents and warrants to Landlord the Tenant has obtained all government licenses necessary in order to conduct its operations, including storage, treatment, and disposal of all waste products, if applicable (exclusive of permits which have not yet been obtained would not normally be obtained at this time and may be obtained in the ordinary course of business). Tenant agrees to apply for all necessary licenses in a timely manner and include all necessary supporting information.

D. Tenant represents and warrants to Landlord that if Tenant causes or permits any intentional or unintentional release of Hazardous Materials onto the surface or into the subsurface of the Premises, into the surface or ground water, or onto adjacent properties, Tenant shall take all steps necessary to promptly remove or otherwise abate the release and to notify appropriate governmental agencies in accordance with all rules, regulations and laws.

12. Indemnification. Tenant shall indemnify Landlord and hold Landlord harmless from and against every claim or demand with respect to bodily injury (including death) property damage, nor nuisance caused or alleged to be caused by Tenant (including Tenant's employees, agents, representatives, and invitees) or otherwise arising out of or connected with Tenant's ownership or use of the Premises or Tenant's activities on or about the Premises and not caused by the default or negligence of Landlord. Tenant shall indemnify Landlord and hold Landlord harmless from and against any fine, penalty, liability, or cost arising out of Tenant's violation of any law, ordinance, or governmental regulation applicable to Tenant's use or occupancy of the Premises or Tenant's activities on or about the Premises.

13. Subordination of Lease. This Lease shall be subject and subordinate to any mortgage now on the Premises, or which may hereafter be placed on the premises by Landlord to the full extent of all debts and charges secured thereby; and to any renewals and extensions of all or any part thereof, and Tenant agrees upon request to hereafter execute any paper or papers necessary to accomplish the end, and in default of Tenant's so doing, Landlord is hereby empowered to execute such paper or papers in the name of Tenant and as the act and deed of said Tenant, and this authority is declared to be coupled with an interest and not revocable. However, Landlord shall secure a non-disturbance agreement from any mortgagee holding a mortgage executed subsequent to the date of this Lease. If Tenant receives written notice from Landlord and

the holder of a mortgage on the Premises so requesting, Tenant shall enter into a written agreement with the holder of such mortgage providing that: (1) Tenant will not pay any rent under the Lease more than thirty (30) days in advance of its due date; (2) Tenant will not consent to the material modification of any of the terms of this Lease nor to the termination thereof by the Landlord without thirty (30) days advance written notice to such holder (at such holder's last address furnished the Tenant); and until a period of time equal to Landlord's right to cure plus 30 days shall have elapsed such holder shall have the right, but shall not be obligated, to remedy such act or omission of Landlord.

14. Sale of Assets by Tenant. While Tenant may proceed with any lawful transactions it chooses, using its business judgment, involving a sale or sales of its assets in the ordinary course of business, Tenant hereby agrees that it will not sell all or a substantial portion of its assets unless, in connection with such sale, Tenant requires the purchaser of Tenant's assets to purchase and affirmatively assume Tenant's rights and obligations under this Lease. Any such purchase and assumption of this Lease by Tenant's purchaser shall be subject to the provisions of paragraph 31 hereof; provided, however, before Landlord may proceed with any remedy pursuant to paragraph 23 or 31 hereof, Landlord must first give Tenant written notice of its allegation that the purchaser or proposed purchaser is or would be a less credit worthy Tenant than Tenant. In that event, Tenant shall have fifteen (15) days to reasonably show that the purchaser or proposed purchaser is of substantially similar credit-worthiness as Tenant.

15. Access to the Premises. Landlord has the right of, and Tenant shall allow Landlord, reasonable access to the Premises during normal business hours and at other reasonable times for the purpose of inspecting or exhibiting the Premises, or to make repairs Landlord deems appropriate.

16. Repairs and Maintenance by Tenant. Tenant shall make and pay for all exterior and interior repairs to the Premises and shall repair or replace all things which are necessary to keep the same in good state or repair and operating order, excepting foundation, roof and sidewalls, such as (but not limited to) all fixtures, furnishings, lightings, signs and electrical, plumbing, heating and air conditioning systems. Tenant shall also maintain, replace and keep in good repair and operating order all inside walls and carpeting, floor and ground surfaces serving the Premises located within the Premises. Tenant shall at all times keep the Premises and all exterior entrances, parking and driveway areas, landscaped areas, glass and show moldings, partitions, doors, floors, fixtures, and equipment in a reasonably satisfactory condition of cleanliness, including reasonably periodic painting of the Premises, as reasonably determined necessary by Landlord. Landlord shall make and pay for all maintenance repair and replacement of Premises foundation, roof and sidewalls.

17. Improvements and Alterations.

17.1 Improvements. Possession of the Premises shall be delivered to Tenant in an "as is" condition on the Commencement Date and Tenant shall perform at Tenant's expense certain improvements to the Premises as set forth in Exhibit "B".

Any other improvements for Tenant's benefit including but not limited to installation of trade fixtures and equipment and the like, shall be accomplished by Tenant at Tenant's sole expense.

17.2 Alterations. Tenant shall not make any alterations, additions or improvements to the Premises or any part thereof (exclusive of its obligations to repair as set forth in paragraph 16), whether inside or outside of the building located on the Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, provided that the requested alteration, addition or improvement does not impair the value of the Premises to Landlord.

17.3 Removal of Improvements. All additions, fixtures, equipment or other things installed by Tenant upon the Premises, if not affixed to the realty, and all trade fixtures, trade machinery and equipment used in Tenant's operations, whether or not affixed to the realty, shall remain the property of Tenant, and Tenant shall have and is hereby given the right prior to the expiration or agreed upon early termination of this Lease to remove the same; provided, Tenant shall first have paid all rent and other sums theretofore payable by it hereunder and shall have performed all the terms and provisions of this Lease. Any property, fixtures, equipment of Tenant that is not removed by the expiration or termination of this Lease shall become the property of Landlord. Any damages to the Premises caused by the installation or removal of said additions, fixtures, equipment, furnishings, or other things installed by Tenant shall be promptly repaired or the cost of such repairs paid by Tenant.

18. Landlord's Interest Not Subject to Liens. All persons to whom these presents may come are put upon notice of the fact that Tenant shall never, under any circumstances, have the power to subject the interest of Landlord in the Premises to any mechanic's or materialmen's lien or liens of any kind. All persons who may hereafter, during the term of this Lease, furnish work, labor, services or materials to the Premises, upon the request or order of Tenant, or any person claiming under, by or through Tenant, must look wholly to the interest of Tenant and not to the interest of Landlord.

19. Tenants Obligation to Remove Liens. Tenant shall not permit or suffer to be filed or claimed against the Premises during the term of this Lease any lien or liens of any kind arising out of the action of Tenant; and if any such lien be claimed or filed,

Tenant covenants to cause the Premises to be released from such claim or lien, either through the deposit into court pursuant to statute of the necessary sums of money, or in any other way which is competent legally to effect the release of the Premises from the claim within thirty (30) days from the filing of such lien.

20. Holding Over. Tenant shall, upon the termination of this Lease by lapse of time or otherwise, yield up to Landlord immediate possession of the Premises. If Tenant fails to do so, Tenant shall pay Landlord, for the time possession is withheld, monthly rent equal to twice the amount of monthly rent payable hereunder during the term of this lease, and a month to month tenancy shall be created, during the holdover. Landlord's and Tenant's obligations under this Lease (other than those relating to duration of this Lease and the amount of monthly rent) will continue in full force and effect.

21. Destruction of Premises. In the event the Premises shall be partially damaged by fire or hurricane or other elements, and the whole of such Premises not be rendered unfit for occupancy, Tenant shall, upon receipt of the proceeds of insurance required and provided for in this Lease, repair the same, and the rent shall be abated proportionately as to the portion of the Premises rendered untenable.

In the event the Premises are totally destroyed or are rendered wholly untenable by fire or hurricane or other elements, and if Landlord shall decide not to restore or not to rebuild same, or if the building shall be so damaged that Landlord may decide to demolish it, then or in any of such events, Landlord shall, within sixty (60) days after such fire or other cause, or within fifteen (15) days after receipt of insurance funds, whichever is sooner, give Tenant notice in writing of such decision, and thereupon the term of this Lease shall expire by lapse of time upon the 30th day after such notice is given, and Tenant shall vacate the premises and surrender the same to Landlord and the rent herein shall be terminated as of the date of the destruction or casualty.

Provided, however, if within the period of time provided by said notice given by Landlord to Tenant, Tenant shall decide that it wishes to rebuild or restore the building without any costs to Landlord, it shall notify Landlord in writing within the aforesaid thirty (30) day period and shall further agree in writing to do the following:

A. Cause plans and a construction schedule for the new building or the new construction to be prepared; said plans to be in full accordance with all laws, building codes, zoning ordinances and all applicable statutory ordinances, and deliver the plans and schedules to Landlord at least thirty (30) days before the work proposed to be done pursuant thereto is actually commenced;

Landlord to accept or reject the same within ten (10) days after such delivery; and

B. Furnish to Landlord what is generally known as a performance bond with corporate security guaranteeing the performance of said work; or, in lieu of furnishing the said bond, create an escrow fund with any bank or trust company then doing business in Florida, selected by Tenant, into which shall be paid by Tenant the full cost of the work or repair or replacement, which cost shall be evidenced by a bona fide bid of a general contractor, all of which evidence must be submitted by Tenant to Landlord not later than 30 days before the work itself starts. The escrow fund will be utilized to pay for the work as it progresses, upon the requisition of the contractor and the certificate of an architect supervising the work. Disbursements from such escrow fund will be made only upon the written order of Landlord and Tenant, the Landlord binding itself, if it elects to exercise such joint control over the escrow fund, to approve progress payments promptly so long as the requisitions sought are earned and so long as the balance remaining in the escrow fund is sufficient to cause the work to be carried through the completion and full payment.

C. In any event, the work of reconstruction, repair and replacement must have a value of not less than the value of the building or the portion thereof then being replaced or repaired.

D. In the event Tenant gives notice to rebuild and the escrow fund is established or the performance bond is furnished to Landlord by Tenant, Landlord shall cause the assignment of any insurance monies to be made to the Tenant forthwith and immediately upon such furnishing of the bond or the establishment of escrow fund.

Upon the Tenant's performance of the foregoing, Tenant shall diligently cause the reconstruction or restoration of the building in accordance with the approved plans and schedule, and this Lease shall not terminate, notwithstanding Landlord's notice to Tenant of Landlord's election not to restore or rebuild the building.

In the event the premises are totally destroyed or are rendered wholly untenable and either Landlord or Tenant elects to rebuild or restore, the rental herein shall abate from the date of destruction until the date the Premises are rendered Tenable.

In the event the Premises are totally destroyed or are rendered wholly untenable and neither the Landlord nor the Tenant elects to restore or rebuild, the rental herein shall be terminated as of the date of the destruction or casualty.

22. Condemnation. If the whole or any part of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as

to the part so taken from the day the possession of that part must be surrendered and the rent shall be paid up to that day. If such portion is so taken as to destroy the usefulness of the Premises for the purpose of this Lease, Tenant shall have the right to either terminate this Lease and declare the same null and void, or continue in the possession of the remainder of the Premises under the terms herein provided, in which event the rent shall be adjusted in proportion to the area remaining. Tenant shall not be entitled to any damages against Landlord by reason of any such taking of its leasehold. If Tenant is entitled to make a separate claim to the condemning authority, Tenant shall be entitled to obtain from the condemning authority such amounts as to compensate Tenant for the cost of removal and decrease in value, as a result of such taking, of Tenant's fixtures and equipment located in the Premises and the value of the leasehold of which is deprived for the remainder of the term hereof; provided that Tenant's right to receive the value of the leasehold for which it is deprived for the remainder of the term hereof shall in no way diminish the award made to Landlord for its fee simple interest. If Tenant is not entitled to make a separate claim to the condemning authority, Tenant shall be entitled to participate in any condemnation award or in the sale price paid so as to be compensated only for the costs of removal and the decrease in value, as a result of such taking, of Tenant's fixtures and equipment located in the Premises and for the unamortized value of leasehold improvements and building additions made by Tenant during the term of this Lease.

23. Landlord's Remedies Upon Default.

23.1 Default. The occurrence of one or more of the following is an event of default by Tenant:

(i) Tenant fails to pay rent or make any other payment required by this Lease when due and the failure continues for five (5) days after Landlord gives Tenant written notice thereof.

(ii) Tenant fails to perform and comply with any obligation imposed upon Tenant by this Lease, other than the obligation to pay money, and such failure continues for thirty (30) days after Landlord gives Tenant written notice thereof. Provided, however, if such failure cannot be cured within thirty (30) days even with the exercise of all reasonable and diligent effort, it is an event of default if Tenant fails to commence all reasonable curative action within ten (10) days after Landlord gives Tenant written notice thereof and Tenant fails to diligently and continuously prosecute the curative action necessary to completion.

(iii) Proceedings under the Bankruptcy Act for bankruptcy or corporate reorganization or arrangement have been filed by or against Tenant, and if filed against Tenant have not been dismissed within sixty (60) days after the filing.

(iv) Tenant makes an assignment of Tenant's property for the benefit of creditors.

(v) A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Tenant's property and within thirty (30) days after appointment the officer is not discharged and possession of the property is not restored to Tenant.

(vi) Tenant's interest in the Premises or under this Lease is the subject of taking or levy under execution, attachment, or other process of law and the action is not cancelled and discharged within thirty (30) days after its occurrence.

(vii) Tenant abandons the Premises for thirty (30) consecutive days and fails to pay rent.

23.2 Remedies. If any such event of default occurs and exists, Landlord may immediately or at any time thereafter do one or more of the following, in addition to or in connection with any other remedy allowed by Law:

(i) Re-enter and re-possess the Premises by summary legal proceedings or otherwise, and remove any property therein and store the same elsewhere at Tenant's expense, without relieving Tenant from any liability or obligation.

(ii) Re-let the Premises or any part thereof for Tenant's account, but without obligation to do so and without relieving Tenant from any liability or obligation. Any amount received by Landlord from reletting will apply first to all reasonable costs and expenses incurred by Landlord in re-letting (including without limitation attorney's fees, broker's commission, advertising expense, and cleaning and remodeling expense).

(iii) Bring an action then or thereafter against Tenant to recover the amount of any payment owing by Tenant to Landlord as the same is due, becomes due, or accumulates.

(iv) Terminate the Lease and recover from Tenant, as and for Landlord's damages, an amount equal to the difference between the Annual Rent then in effect projected over the period which otherwise would have constituted the balance of the term of this Lease and then present rental value of the Premises for such period, both discounted at the rate of ten percent (10%) per annum to present worth.

(v) Terminate this Lease by giving Tenant written notice thereof, without relieving Tenant from any liability or obligation for payments theretofore becoming due.

23.3 Cumulative Remedies. Landlord's remedies set forth in

this Lease are cumulative and not in limitation to any remedies given by law.

24. Landlord's Right to Perform Tenant's Covenants. Tenant covenants and agrees that, if it shall at any time fail to make any payment or perform any other act on its part to be made or performed as in this Lease provided, Landlord, in its sole discretion, may after due notice to, or demand upon, Tenant, make any payment or perform any other act on the part of the Tenant to be made and performed as in this Lease provided, in such manner and to such extent as Landlord may reasonably deem desirable, and in exercising any such rights, Landlord may pay necessary and incidental costs and expenses, employ counsel, and incur and pay reasonable attorney's fees. The making of any such payment or the performing of any other act by the Landlord pursuant to this paragraph shall not waive any of Landlord's remedies as set forth in this Lease or as provided by law, and any sum so paid by Landlord and all reasonably necessary and incidental costs and expenses in connection with the performance of any such act by Landlord shall, except as otherwise in this Lease expressly provided, be payable to Landlord on demand, and Tenant covenants to pay any such sum or sums promptly, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the non-payment thereof by Tenant as in the case of default by Tenant in the payment of the Annual Rent. Whenever practicable, Landlord, before proceeding as provided in this paragraph 24, shall give Tenant notice in writing of the failure of Tenant which Landlord proposes to remedy, and shall allow Tenant such length of time as may be reasonable in the circumstances, consistent with any grace period contained herein, but not exceeding thirty (30) days from the giving of notice, to remedy the failure itself and, if Tenant shall not remedy the failure in the time so allowed, Landlord shall be deemed to have given "due notice" and may proceed as provided in this paragraph 24; provided, however, that nothing in this paragraph shall prevent Landlord from acting without notice to Tenant in case of any emergency wherein there is danger to property or person, in which event no notice shall be required.

25. Enforcement Costs. Tenant shall pay Landlord on demand all costs, expenses, and attorney's fees reasonable incurred by Landlord in enforcing Tenant's obligations under this Lease (including those attributable to litigation and litigation appeals and bankruptcy proceedings) if Landlord is the prevailing party. In like manner, Landlord shall pay Tenant on demand all costs, expenses, and attorney's fees reasonably incurred by Tenant in enforcing Landlord's obligations under this Lease (including those attributable to litigation and litigation appeals and bankruptcy proceedings) if Tenant is the prevailing party.

26. Non-Waiver. The failure of either party to insist upon compliance by the other party with any obligation, or exercise any

remedy, does not waive the right to do so in the event of a continuing or subsequent delinquency or default. Landlord's acceptance of rent does not waive any incurred delinquency or default by Tenant.

27. Excuse for Non-Performance. A party will not be deemed in default in performance of any obligation hereunder if and to the extent that the performance is prevented or delayed by Act of God, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, mob violence, sabotage, strike, lockout, labor dispute, inability to procure labor or materials, inability to obtain transportation, action of civil or military authority, or other cause not reasonably within the power of the party to avoid or control, so long as the party takes all reasonable and diligent measures to perform the obligation and to cure the default. This paragraph does not excuse Tenant from any obligation under this Lease for the payment of money to Landlord or any other person (including but not limited to the obligation to pay rent, taxes, and insurance charges), unless otherwise specifically excused herein.

28. Status and Estoppel Certificate. Tenant shall, within ten (10) days after request by Landlord, furnish to Landlord (or to any person designated by the Landlord) a certificate in recordable form stating: (a) that this lease is in good standing and in full force and effect (or if not, specifying why it is not, including any existing and unwaived failure of Landlord in the performance of its obligations); (b) that Tenant has and claims no set off or defense with respect to this Lease (or if any set off or defense exists, specifying the same); (c) that this Lease is unmodified (or, if modified, specifying the modification); and (d) the time for which rent has been paid and the date on which the next rent is due.

29. Landlord's Liability. If Landlord is in default under this Lease, and, if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the right, title and interest of Landlord in the Premises as the same may then be encumbered and neither Landlord nor any person or entity comprising Landlord shall be liable for any deficiency. In no event shall Tenant have the right to levy execution against any property of Landlord nor any person or entity comprising Landlord other than its interest in the Premises as herein expressly provided.

30. Quiet Enjoyment. If and so long Tenant performs all of Tenant's obligations under this Lease, Landlord covenants that Tenant shall and may quietly hold and enjoy the Premises, subject to any applicable laws, ordinances, and governmental regulations, to any governmental action, and to any taking under the power of eminent domain.

31. Assignment and Sublet. Tenant shall not assign this Lease nor sublet the Premises without the prior written consent of Landlord to such assignment or subletting, which consent shall not be unreasonably withheld by Landlord, provided the proposed assignee or sublessee is of substantially similar credit worthiness as Tenant. No subletting or assignment that is approved by Landlord shall relieve Tenant from any of its obligations as Tenant hereunder.

Every assignment and sublease that is approved by Landlord shall recite (i) that it is and shall be subject and subordinate to the provisions of this Lease, (ii) the termination and cancellation of this Lease shall constitute a termination and cancellation of every such assignment or sublease and (iii) that in the event of default by Tenant, any such sublessee shall pay over to Landlord the rent such sublessee would otherwise pay to Tenant upon delivery to such sublessee by Landlord of an affidavit stating that Tenant is in default, that future rent shall be paid to Landlord and that Landlord shall save and hold such sublessee harmless from any claim by Tenant for sublessee's payment of rent to Landlord.

32. Relay of Official Notices and Communications. If either party receives any notice from a governmental body or governmental officer that pertains to the Premises (including those relating to taxes or zoning), or receives any notice of litigation or threatened litigation affecting the Premises, the receiving party shall promptly sent it (or a copy of it) to the other party.

33. Notices; Addresses; Time. Either party may give any notice hereunder to the other party by manual delivery to the attention of any executive officer or by mailing by certified or registered mail to the recipient at the recipient's mailing address shown on the first page of this Lease. Either party may change its address by giving written notice thereof to the other party but the change is not effective until the change notice is actually received by the other party. Notice given by registered or certified mail, properly addressed and with postage fully prepaid, is deemed given when deposited in the United States mail within the continental United States if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by manual delivery is deemed given only when actually received by the recipient. If the last day for giving any notice falls on a Saturday, Sunday, or post office holiday, the time is extended to the next day that is not a Saturday, Sunday, or post office holiday.

34. Recording. Landlord may, at its option, record this Lease or memorandum thereof, but Tenant may not record this Lease.

35. Assignment of Rent. Should Landlord assign any or all of its rights under this Lease, including the right to collect rent,

in full or merely as collateral security, the acceptance of such assignment by the secured party or assignee shall not be construed to be an assumption by the assignee or secured party of any of the obligations of Landlord hereunder, unless said party otherwise specifically agrees in writing. In the absence of such written agreement by the assignee or secured party, said party shall have no obligations to Tenant unless it acquires ownership and possession of the Premises and this Lease by foreclosure or otherwise.

36. Bidding Effect. The terms "Landlord" and "Tenant" include the successors and assigns of the parties (subject, however, to the provisions of this Lease prohibiting or restricting subleases and assignments). This lease binds the parties and their successors and assigns.

37. Right of First Refusal. If at any time during the term of this Lease, Landlord shall receive a bona fide offer from any person to purchase the property described in Exhibit "A", Landlord shall send Tenant a copy of the proposed contract (except for the name of the buyer) and notify Tenant of the intention of Landlord to accept the same. Tenant shall have the right within 10 days to accept the terms of the said contract in writing and within 45 days thereafter to purchase the property described in Exhibit "A" in its own name or in the name of a nominee, for the gross purchase price and upon the terms specified in said contract; provided however, the gross purchase price shall be reduced by an amount equal to one half (1/2) of the rent Tenant has paid to Landlord for the first three (3) years of this Lease. If Tenant shall not elect within the said period, Landlord may then sell the property described in Exhibit "A" to said buyer provided the said sale is on the said terms and conditions and for the price set forth in the said contract sent to Tenant.

This provision shall not apply to transfers between Landlord, or corporations or other entities controlled by it, but this right of first refusal shall remain in effect after any such transfer.

In the event Tenant fails to execute the aforesaid right of first refusal in connection with a proposed sale, then such right shall be extinguished upon the consummation of said sale; however, if such sale is not consummated, the right of first refusal shall remain in effect.

38. Radon Gas. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. 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.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be signed by their respective officers who are authorized to do so, as of the day and year first stated above.

Signed in the Presence of:

ACR VENTURES, a Florida general partnership
BY: CALCO, L.C., a Florida limited liability company, General Partner

P. Haslauer
Witness
PETER HASLAUER
Print Witness Name

BY: *Rod Connelly*
ROD CONNELLY, Manager

[Signature]
Witness
THEODORE PARKER
Print Witness Name

(LANDLORD)

GU FLORIDA, INC., a Florida corporation

Rod Connelly
Witness
ROD CONNELLY
Print Witness Name

BY: *P. Haslauer*
PETER HASLAUER
President

[Signature]
Witness
THEODORE PARKER
Print Witness Name

(TENANT)

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared ROD CONNELLY, personally known to me to be the person described as Manager of CALCO, L.C., a Florida limited liability company, General Partner of ACR VENTURES, a Florida general partnership, who executed the foregoing instrument, and acknowledged before me without an oath that he

executed the foregoing instrument in the name and on behalf CALCO,
L.C. as General Partner of ACR VENTURES.

WITNESS my hand and official seal in the County and State
last aforesaid this _____ day of _____, 1994.

My Commission Expires:

Notary Public

My Commission Number:

Print Notary Name

STATE OF FLORIDA
COUNTY OF SARASOTA

I **HEREBY CERTIFY** on this day, before me, a Notary Public
duly authorized in the State and County named above to take
acknowledgments, personally appeared PETER HASLAUER personally
known to me or who has provided _____ as
identification, to be the person described as the President of G U
FLORIDA, INC. a Florida corporation, in and who executed the
foregoing instrument, and acknowledged before me without an oath
that he executed the foregoing instrument in the name and on behalf
of the corporation and that the foregoing instrument is the act and
deed of the corporation.

WITNESS my hand and official seal in the County and State
last aforesaid this _____ day of _____, 1994.

My Commission Expires:

Notary Public

My Commission Number.

Print Notary Name

don-rob.lse
2-3-95/D:3

Exhibit

"A"

The West half of the following described lands: Westerly 400' of the South half of the SW 1/4 of the SE 1/4 of Section 31, and being more particularly described as the following: Begin at the SE corner of said Section 31, thence due West along the South line of said Section 31 2,673.28' to the principal place of beginning; thence North 0°18'30" West, 662.11'; thence North 89°57'20" East 400'; thence South 0°18'30" East 662.42' to a point on the South line of said Section 31; thence due West 400' to the principal place of beginning, less that portion deeded to the State of Florida for highway purposes, as recorded in Deed Book 269, Page 239, Public Records of Manatee County, Florida, all being in Section 31, Township 35 South, Range 18 East, Manatee County, Florida.