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May 20, 1997

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Ms. Blanca S. Bayó, Director
Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

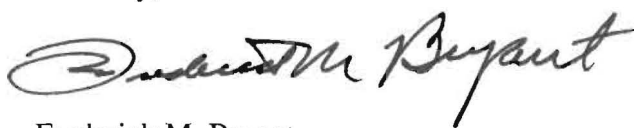
RE: Docket No. 970022-EU
In re: Petition of Florida Power & Light Company for Enforcement of Order No. 4285 in Docket No. 9056-EU

Dear Ms. Bayó:

Please find enclosed an original and 15 copies of The City of Homestead's Motion for Final Summary Judgment, together with attached Exhibits, for filing in the above-referenced docket. Please acknowledge your receipt and filing of the above by stamping the duplicate copy of the Motion and returning the same to the undersigned.

Thank you for your assistance in this matter.

Sincerely,



Frederick M. Bryant

ACK

AFA

APP

CAF FMB/km

CMU Enclosures

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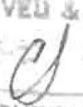
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BEFORE THE PUBLIC SERVICE COMMISSION

In Re: Petition of Florida Power & Light
Company for Enforcement of
Order No. 4285 in Docket No.
9056-EU.

Docket No. 970022-EU

**THE CITY OF HOMESTEAD'S
MOTION FOR FINAL SUMMARY JUDGMENT**

The City of Homestead (the "City"), subject to its previously filed Motion for Judgment on the Pleadings, pursuant to Rule 1.510(b), Fla. R. Civ. P., moves for the entry of final summary judgment in its favor. The grounds upon which this motion is based and the substantial matters of law in support of this motion are set forth below.

As stated in this Commission's Order of April 28, 1997, the purpose of this proceeding is to resolve a territorial dispute between Florida Power & Light Company ("FPL") and the City. FPL's Petition and the Memorandum FPL has filed in this cause raises, as the sole and only issue, the meaning to be given to the term "city-owned facilities" contained in paragraph 8 of the Territorial Agreement entered into between the City and FPL.

The ownership of the property described in the two Lease Agreements between the City and Silver Eagle Distributors, Ltd., and the City and Contender Boats is not before the Commission for interpretation. Florida substantive law precludes any debate on this issue. Absent an agreement between the City and Lessees, all buildings are deemed part of the realty and owned by the landowner; i.e., the City. Burbridge v. Therrell, 148 So. 204 (1933). The City and the Lessees could have agreed that the buildings were personalty and, if they had, the buildings would be personalty.

Burbridge, Id. and Stiles v. Gordon Land Co., 44 So. 2d 417 (Fla. 1950). In other words, parties to an agreement have the right, as between them, to decide who owns an item of property. Once they do, there is no authority for anyone to reach a contrary conclusion.

The attached affidavit of Ramon F. Oyarzun establishes that all of the Property described and defined in the Lease Agreement owned by the City. No one has the authority to question that fact. Therefore, the City owns, pursuant to the definition of "Property" in the agreements between the City and Silver Eagle, the Land:

together with all improvements, fixtures and equipment (the 'Improvements'). The Land and the Improvements, together with all rights, easements, privileges and appurtenances pertaining or belonging thereto, are together hereinafter called the 'Property.'

The City has filed a Motion for Judgment on the Pleadings, now pending with the Commission, which the City believes should be granted. However, should the Commission conclude it needs to go beyond the pleadings to construe the term "city-owned facilities" as used in the Territorial Agreement, the Commission may consider the intent of the parties at the time the Territorial Agreement was entered into. American Home Insurance Company v. Larkin General Hospital, Ltd., 593 So.2d 195 (Fla. 1992) and Sternor v. Lester, 58 So.2d 673 (Fla. 1952).

As shown in the City's Motion for Judgment on the Pleadings, the words "owned" and "facility" are so well known and understood, neither a court nor the Commission should modify, expand or add to either by interpretation. Pafford v. Standard Life Ins. Co. of Indiana, 52 So.2d 910 (Fla. 1951) and Jacobs v. Petrino, 351 So.2d 1036 (Fla. 4th DCA 1976). Furthermore, neither the City nor FPL can ask this Commission, based on their alleged intent, to give either of these two words meanings different than their commonly understood ones.

FPL contends the term “city-owned facilities” should be expanded and interpreted as if they had used the phrase “city-owned and city-operated” facilities. This would be in direct contradiction of the substantive rule of law that the absence of a provision in an agreement is evidence of an intention to exclude it. (See Footnote 4 on pages 404-405 of Fla. Juror—Contracts—Vol. 11.) Notwithstanding, attached are the affidavits of Vernon W. Turner and Ruth Campbell, each of which expressly sets forth that the parties did not intend to require city-operation of city-owned facilities as a prerequisite for the City to be the provider of electrical services to city-owned facilities. These affidavits also refute any requirement that a City proprietary function must be performed at the city-owned facility for the City to be the provider of electrical services.

Mr. Turner was the City Attorney for the City and participated in the drafting and negotiation of the Territorial Agreement. Ruth Campbell was an elected member of the City Council of the City when the Territorial Agreement was approved. Both have the requisite knowledge to attest to the facts in their affidavits. Further, Ms. Campbell avers that the express representations by FPL representatives refutes any contention that “city-owned” be interpreted as “city-owned and city-operated.” Stated another way, the “operation” of the city-owned facility is totally immaterial to the issue who is to be the provider of electrical services to the “city-owned” facilities.

FPL also argues in its Memorandum that Florida Statutes define “facilities” in such a manner that it can only mean equipment. As shown on Exhibit “A” attached to the City’s Motion for Judgment on the Pleadings, FPL either misreads those statutes or fails to accept the fact that the Florida Statutes uniformly include buildings, improvements and fixtures within the definition of “facilities.” Furthermore, only three of the statutes were even in existence at the time Territorial Agreement came into being. It is the intent of the parties at the time the contract is made that is the

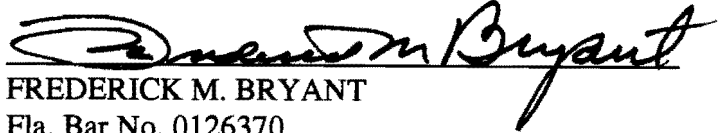
controlling factor. Sternor v. Lester, 58 So.2d 673 (Fla. 1952). Thus, even if the Florida Statutes cited by FPL were as FPL contends, one cannot use non-existent statutes as controlling regarding the intent of the parties at the time an agreement is executed.

Although not germane to the issue raised in FPL's Petition and Amended Petition, the following must be addressed. FPL accuses that the City, in its attempt to provide electrical service to the entire Park of Commerce, has constructed transmission lines that would not otherwise be needed. This is specifically refuted in the attached affidavit of James L. Swartz, the Director of Utilities for the City. The transmission lines were constructed in order that the City could provide electrical service to the city-owned street lights and the city-owned sewer service facilities, including two sewer lift stations.

There is also some apparent confusion on the nature of the Homestead Housing Authority Labor Camp, including an assumption that it is located on city-owned property. That is not the case as shown in the attached affidavit of Michael E. Watkins, the City Attorney. Further, the Homestead Housing Authority is a separate corporate entity and is not a division of the City.

Paragraph 6 of the Territorial Agreement has absolutely no relationship to paragraph 8 of the Territorial Agreement. Paragraph 6 simply provides that the expansion of the city limits has no affect on either party's service rights. This Commission can take judicial note of the fact that a municipality's limits have absolutely no relationship to the municipality's ownership of real property. Thus, paragraph 6 was inserted to make clear that FPL was not to lose service territory solely as a result of the City expanding its limits. Paragraph 8 is applicable regardless of where the city-owned facility is located. If the parties had desired to limit paragraph 6, they could have done so. They did not. Thus, these two paragraphs are not remotely related.

WHEREFORE, based on Florida substantive law and the affidavits attached hereto, the City's Motion for Final Summary Judgment must be granted.

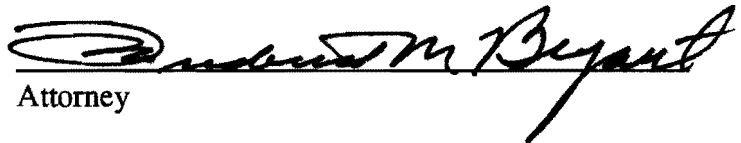


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(850) 222-5510

Attorneys for the City of Homestead

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that an original and 15 copies of the foregoing, The City of Homestead's Motion for Summary Judgment, were filed with **Ms. Blanca S. Bayó, Director, Division of Records and Reporting, Florida Public Service Commission, Room 110, Easley Conference Center, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850**; and that a true and correct copy of the foregoing was furnished by Hand Delivery to **Leslie Paugh, Esquire, Division of Legal Services, Florida Public Service Commission, Room 370, Gunter Building, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850**; and that true and correct copies of the foregoing were furnished by regular U.S. mail to **Wilton R. Miller, Esquire, Bryant, Miller and Olive, P.A., 201 South Monroe Street, Suite 500, Tallahassee, FL, 32301**; and **David L. Smith, Esquire, Florida Power & Light Company, P.O. Box 029100, Miami, FL 33102-9100** on this 19th day of September, 1997.



Attorney

ORIGINAL

AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared, RAMON F. OYARZUN, who, having been by me first duly sworn, deposes and says:

1. I have personal knowledge of the facts attested to herein.
2. I am over the age of 21 years and I am *sui juris*.
3. I am the President of RFO, Inc., the Managing General Partner of Silver Eagle Distributors Ltd., a Florida limited partnership ("Silver Eagle"),
4. I participated in the negotiation of a certain Lease Agreement dated July 22, 1993 between the City of Homestead, Florida ("City"), as lessor, and Silver Eagle, as lessee, a copy of which is attached hereto as Exhibit "A" (the "Lease Agreement"). I executed the Lease Agreement as the then Managing General Partner of Silver Eagle. I have reviewed the Lease Agreement in preparation of my giving this Affidavit.
5. Silver Eagle has been informed that Florida Power & Light Company ("FPL") contests the City's service of electricity to my company at the Park of Commerce, and Silver Eagle is aware of this controversy as evidenced by Paragraph 6.H of the Lease Agreement.
7. Silver Eagle is aware that FPL may claim that the City is not the owner of the Property, as defined in the Lease Agreement.
8. It was Silver Eagle's intent and understanding at the time of the execution of the Lease Agreement, and it continues to be the intent and understanding of Silver Eagle,

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that the City owns the Property, as defined in the Lease Agreement; subject, of course, to Silver Eagle's option to purchase and other rights under the Lease Agreement.

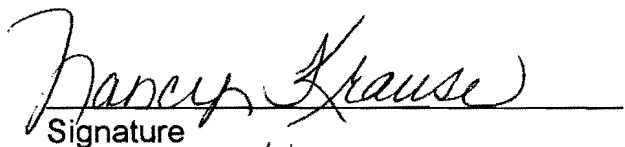
FURTHER AFFIANT SAYETH NAUGHT.



RAMON F. OYARZUN

STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 6th day of November, 1996 by RAMON F. OYARZUN, who is personally known to me, and who did take an oath and affirm that the facts set forth above are true and correct.



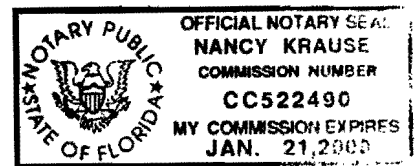
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Print or Type Name

NOTARY PUBLIC
My Commission # _____
Expires: _____

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LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 22 day of July, 1993, by and between the City of Homestead, a municipal corporation, hereinafter referred to as "Lessor" and Silver Eagle Distributors, Ltd., a Florida limited partnership, hereinafter referred to as "Lessee".

W I T N E S S E T H**1. PURPOSE OF THE LEASE**

The purpose of this lease is to provide a location for the reconstruction of the Lessee's business in the area known as the "Park of Commerce" and to therefore provide for the continued economic redevelopment of the City of Homestead. Lessee desires to construct on the Property a one story concrete block and stucco or metal building having approximately 53,000 square feet in floor area, surrounded by an eight foot high fence consisting of masonry and metal bars on the front, and chain link on the rear and sides (the "Proposed Improvements"), for use as a warehouse, distribution and office facility (the "Proposed Use"). Lessee desires to commence construction of the Proposed Improvements on that date (the "Commencement Date") which is thirty (30) days after Lessor's issuance to Lessee of a Building Permit for the Proposed Improvements. Nothing in this Section 1 shall limit Lessee's use of the Property for any lawful purpose which is consistent with Lessor's zoning ordinances.

2. LEASED PREMISES

In consideration of the covenants herein contained, on the part of the Lessee to be kept and performed, the said Lessor hereby leases to the said Lessee the premises described in Exhibit "A" (the "Property"). Said Property shall be a ten (10) acre parcel of property located in the Northwest corner of the Park of Commerce, on filled land.

3. LENGTH OF LEASE

The term of this lease shall be for a period of fifty (50) years, and shall begin on the Commencement Date, and shall continue thereafter for a period of fifty (50) years.

At the end of said fifty (50) year period, said Lessee and Lessor may mutually agree to extend the lease on terms and conditions agreed to in writing by and between the parties, and in addition, may, during the initial fifty (50) year term, enter into such agreements as the parties mutually agree upon for the purchase

and sale of the leased premises. Any such agreement shall be agreed upon by the parties in a separate document.

4. RENT

The Lessee hereby agrees to pay to the Lessor, without demand, at the Lessor's principal place of business, to wit: 790 N. Homestead Boulevard, Homestead, Florida, 33030, or at such other place or places as the Lessor may from time to time designate, in writing, the following rent:

A. The Lessee and the Lessor hereby agree by and between themselves for purpose of this lease, and for no other purpose, that the Property shall have an actual value of three hundred and forty thousand dollars (\$340,000.00). Based upon said actual value of the Property, and based upon mutual agreement from the parties, the lease amounts shall be as follows:

- i) Annually for the first (1st) five (5) years of the lease, and on the first day of each year during that five (5) year period, the Lessee shall pay to the Lessor the sum of twenty-one thousand dollars (\$21,000.00) for the annual rental on the Property.
- ii) During the second (2nd) five (5) year term of the lease, the Lessor and the Lessee agree that the Lessee shall pay and the Lessor shall accept, the sum of twenty-eight thousand dollars (\$28,000.00) per annum during said five (5) year period.
- iii) Beginning on the first (1st) day of the eleventh (11th) year of the lease and for a five (5) year period thereafter, the Lessee shall pay to the Lessor the sum of thirty-one thousand five hundred dollars (\$31,500.00) annually for each year of said five (5) year period.
- iv) Beginning on the first (1st) day of the sixteenth (16th) year of said lease, and for each year of the ensuing five (5) year period, the Lessee shall pay and the Lessor shall accept, the sum of thirty-five thousand dollars (\$35,000.00) per year as the annual rental.

v) Beginning on the twenty first (21st) year of said lease, and for the remainder of the term of said fifty (50) year lease, the Lessee shall pay and the Lessor shall accept, the sum of forty thousand dollars (\$40,000.00) per annum as the lease amount for the last thirty (30) years of the initial lease period.

- B. In the event that any taxing authority, other than the Lessor, should levy against the subject real property or rent derived therefrom a surcharge, interim tax or other taxes of any nature, except federal or state income taxes, the Lessee herein shall be responsible for the payment of said surcharge, interim tax or other taxes.
- C. In consideration for the Lessor leasing said property to the Lessee, the Lessee covenants to the Lessor to pay said rent in the above described manner; and to quit and deliver up the Property at the end of said term.

5. SECURITY DEPOSIT

The Lessor and the Lessee agree, that because of the long term nature of the lease, that there shall be no security deposit required by the Lessor of the Lessee.

6. CONSTRUCTION ON THE PROPERTY

(a) Lessor represents and warrants that it has validly adopted ordinances and resolutions zoning the Property in the I (industrial) zoning district, as described in the current zoning code of the Lessor. Such zoning district permits issuance of all necessary permits for development, construction, use and occupancy of the Proposed Improvements, without the necessity for any variance, special exception or other approval which requires a public hearing, other than the public hearing before the Town Council which is required for approval of a site plan for the Proposed Improvements. Lessor is duly empowered and authorized to issue all necessary building permits for development and construction of the Proposed Improvements upon receipt of plans and specifications therefor which comply with the South Florida Building Code and the Building Code of the Lessor ("Plans"), and Lessor is duly authorized to issue a Certificate of Occupancy for the Proposed Improvements upon certification by all necessary agencies of the completion thereof in accordance with the Plans.

(b) Within ninety (90) days after the date of execution of this Lease, the Lessee shall submit to the Lessor proposed Plans

and an application in customary form (together with payment of customary fees) for a building permit. Lessor shall promptly advise Lessee whether any changes are required to the Plans in order to bring them in compliance with the South Florida Building Code and the Building Code of the Lessor. Lessee shall, with reasonable diligence, make any necessary changes to the Plans, the Lessor shall promptly review said changes, and on approval thereof, the Lessor shall promptly issue a building permit to Lessee for construction of the Proposed Improvements in accordance with the Plans.

(c) Lessor shall promptly upon request by Lessee inspect the development and construction of the Proposed Improvements, and shall at all times act reasonably in issuing approvals or setting conditions for approvals of such work. Upon completion of the Proposed Improvements in accordance with the Plans (with any changes thereto approved by the Lessor) the Lessor shall promptly issue a certificate of completion and/or certificate of Occupancy for the Proposed Improvements.

(d) Lessor represents and warrants that the Property is part of a development order for a planned unit development which has already received review and approval under Part I of Fla. Stat. Chapter 380, and that neither the Property, nor any other property with which it may be aggregated requires any further review under Fla. Stat. Chapter 380 as a condition to issuance of all necessary permits for development, construction, use and occupancy of the Proposed Improvements.

(e) Lessor represents and warrants that pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act, Part II of Fla. Stat. Chapter 163 (the "Growth Management Act") and the Comprehensive Plan and Land Development Regulations for the City of Homestead, Florida, which have been duly adopted in accordance with all requirements of the Growth Management Act and the ordinances and regulations of the City of Homestead, Florida, future development orders for the Property are exempt from concurrency review, on the ground that valid development orders for the planned unit development of which the Property is a part were in existence prior to the effective date of concurrency review requirements. Neither the Comprehensive Plan, any of the Land Development Regulations, nor the exemption of the Property is now the subject of any judicial or administrative challenge, and the statutory deadlines for all such challenges have expired. Without limitation of the foregoing, the issuance of all Development Orders required for development, use, and occupancy of the Proposed Improvements is fully authorized, and is not prohibited or limited by the Growth Management Act, the Comprehensive Plan or the Land Development Regulations on any ground whatsoever, including the ground that adequate Public Facilities to serve the Proposed Improvements will not be available concurrently with the impact thereof on such Public Facilities.

Capitalized terms in this Subsection (e) which are not otherwise defined in this lease shall have the meanings given to them in the Growth Management Act.

(f) Lessor represents that all permits, licenses, and other governmental approvals of any nature whatsoever which are required for development, construction, use and occupancy of the Proposed Improvements are and will be available without delay upon proper application, submission of plans conforming to all applicable ordinances and regulations, and payment of customary fees.

(g) The Lessor shall provide all sanitary sewer, storm water disposal, potable water, fire flow water, and (except only as set forth in subsection (h) hereinbelow) all electrical utility services at the boundary of the Property (together called "Utility Services"), in capacities which are fully adequate to serve the Proposed Use of the Proposed Facilities. All Utility Services will be available for connection at the boundary of the Property not later than the Commencement Date, and Lessee may obtain such connection by compliance with ordinary and customary applications, and agreements to pay ordinary use charges. Without limitation of the foregoing, Lessee shall not be prevented or delayed from connecting to water and sewer services on account of any moratorium in effect at the Commencement Date. The Lessee will waive or pay all of its own connection fees, capital changes, impact fees, or similar charges.

(h) The Lessor may have a dispute (the "FPL Dispute") with Florida Power and Light ("FPL") as to whether Lessor or FPL has the right to be the exclusive provider of electrical services to the Property. The FPL Dispute may take many months for resolution, and the outcome probably depends on whether, for purposes of FPL's territorial allocation agreement with Lessor, Lessor is deemed to be the owner of the Property. Lessor will indemnify and hold harmless the Lessee from any and all claims, damages or losses which Lessee may suffer or incur by reason of the FPL Dispute, including without limitation all attorneys' fees and costs (whether or not suit is filed) and losses from any interruption of electrical service to the Property, and any fine, penalty, service fee or similar sum which is due to FPL with respect to any provision of electrical services by Lessor to the Property, or any conversion of electrical services from Lessor to FPL.

(i) The Property now has full and unrestricted access to Commerce Park Boulevard, which the Lessor shall cause to be paved and extended to the boundary of the Property on or prior to April 15, 1994.

(j) The Property is free from contamination by any materials which now or hereafter will require the owner of the

Property to pay any sum or incur any liability for cleanup, removal, or mitigation under any applicable state, local or federal laws, ordinances or regulations.

(k) The condition of the soil on the Property will support development and construction of the Proposed Improvements without the necessity for any fill, compaction, special foundation, or other preparation.

(l) The cost of constructing the Proposed Improvements shall be borne solely by the Lessee, and the Lessor shall not be responsible for any cost of the Improvements, or be responsible for any maintenance of the interior or exterior of the Improvements, or any landscaping placed on the Property. All expenses occasioned by the construction of the Improvements, and any replacements thereof and/or additions thereto shall be borne by the Lessee.

(m) Lessor and the Lessee covenant and agree, that at the end of the term of this lease, or any extensions thereof, without the purchase of the Property by the Lessee from the Lessor, all permanent improvements located on the Property, and title thereto, shall pass to the Lessor. The Lessor and the Lessee agree that the Lessee may remove all equipment, furnishings and fixtures except that no air conditioning, electrical, plumbing or other fixtures as placed in the building that would render the building to be uninhabitable by a subsequent tenant or by the Lessor, shall be removed. These fixtures shall, at the termination of this lease, become the property of the Lessor. The Lessor hereby agrees that there shall be no personal property taxes asserted by the Lessor against the Lessee for the improvements on the Property, and no real estate property taxes shall be assessed as the Property is owned by the Lessor, an exempt body.

7. TITLE TO THE PROPERTY. Lessor has good, marketable and insurable fee simple title to the Property, subject to no liens or encumbrances whatsoever, and subject to no covenants, conditions, easements, restrictions, boundary overlaps or encroachments or similar matters which will adversely affect the development, construction, use or occupancy of the Proposed Improvements. Lessee acknowledges that Lessor retains the right to aesthetic review of the Proposed Improvements, including but not limited to fencing, and Lessor covenants to exercise such right reasonably and without delay. Lessor and Lessee will join in any declaration of restrictions covering the Park of Commerce planned area development, which provides for reasonable restrictions and conditions on use of the Property, and all other land in the development, which use restrictions are reasonably designed to maintain the value of properties in the development, and to eliminate undesirable uses such as nightclubs, junkyards and the like.

8. REAL ESTATE TAXES

Because the Property is owned by the Lessor, a Florida municipal corporation, that is exempt from the payment of real estate taxes, no real estate taxes shall be assessed and/paid by the Lessee, unless, and except, should a court of competent jurisdiction, in the state of Florida determine that real estate taxes are due and owing on said Property, then, in that event, the Lessee shall be solely responsible for the payment of said taxes, or, may, in its option, elect to terminate the lease agreement with the Lessor upon one (1) years written notice; during said period of time the Lessee shall be responsible for the real estate taxes that may be due and owing at that time.

9. INSURANCE

The Lessee hereby covenants and agrees to maintain on the Property hazard, fire, extended coverage liability and flood (if required), and to name the Lessor as an additional insured. Liability coverage shall not be less than \$300,000/500,000.

A copy of all the master policies above mentioned shall be forwarded to the Lessor for filing as shall be forwarded a declaration for each policy showing the Lessor as a named insured and providing for thirty (30) days written notice prior to cancellation of said policy to be given by the insurance carrier to the Lessor.

10. DESTRUCTION OF PROPERTY

The Lessor and the Lessee covenant and agree that should the improvements constructed by the Lessee on the Property be damaged by fire, the elements, unavoidable accident, or other casualty, whether or not thereby rendered untenable in whole or in part, the Lessee shall promptly cause such damage to be repaired, and the rent for said Property shall not be abated; if, by any reason of such occurrence, the Property shall be rendered untenable in whole or in part, and the Lessee should desire not to reconstruct the Property, then the Lessee, at their sole cost and expense, may elect to terminate the lease with the Lessor, upon sixty (60) days written notice given by the Lessee to the Lessor, and shall deliver the Property to the Lessor, with payment or assignment of all insurance proceeds.

11. HOLDING OVER

Any holding over after the expiration of the term hereof, or any options exercised hereunder, with the consent of the Lessor, shall be construed to be a tenancy from month to month at the rent herein specified, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

- A. All rights and liabilities herein given to, or imposed upon, the respective parties hereto, shall extend to and bind the respective heirs, executors, administrators, successors and assigns of the said parties.
- B. No rights, however, shall inure to the benefit of any assignee of the Lessee, unless such assignment has been approved by the Lessor, in writing.

12. QUIET ENJOYMENT

Upon payment by the Lessee of the rents herein provided, and upon the observance performance of all of the covenants, terms and conditions on the Lessee's part to be observed and performed, the Lessee shall peacefully and quietly hold and enjoy the Property for the term hereby demised without hinderance or interruption by the Lessor or any other person or persons lawfully or equitably claiming by, through or under the Lessor, subject nevertheless to the terms and conditions of this lease.

13. SURRENDER OF PROPERTY

On the last day of the term demised, or on the sooner termination thereof, the Lessee shall peaceably surrender the Property in good order, condition and repair, broom-clean fire and other unavoidable casualty, reasonable wear and tear alone excepted, surrender all keys for the Property to the Lessor of the place then fixed for the payment of rent.

Before surrendering the Property as aforesaid, the Lessee shall repair any damage to the Property caused hereby in accordance with the maintenance paragraph as set forth hereinabove, the only damages that the Lessee shall be responsible to repair shall be those items which the Lessee was required to maintain under the terms and provisions of this lease.

14. NOTICES

Any notice required or permitted under this lease shall be deemed sufficiently given or served if served personally or by certified or registered mail, postage prepaid, addressed to the Lessor at the address where rent was last payable, and any notice by the Lessee shall be served in a similar manner, such notice being addressed to the Lessee at the Property or at such other address as the Lessee shall designate by written notice.

15. WAIVER

No mention in this lease of any specific right or remedy shall preclude the Lessor from exercising any other right or from having any other remedy or from maintaining any action to which it may be

otherwise entitled, either at law or in equity; and the failure of the Lessor to insist in any one or more instances upon a strict performance of any covenant, shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect, unless the contrary is expressed, in writing by the Lessor.

16. ATTORNEY'S FEES

In the event of litigation between the parties, arising out of this lease, the prevailing party shall be entitled to attorney's fees and costs.

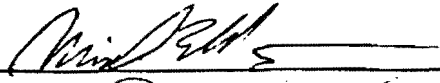
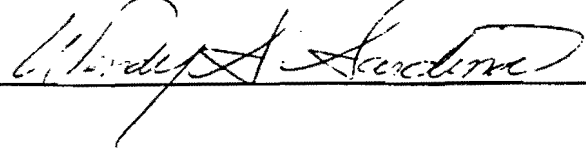
17. MISCELLANEOUS PROVISIONS

- A. The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of such term, covenant or condition. Any subsequent acceptance of rent hereunder by the Lessor shall not be deemed to be a waiver of any preceding breach by the Lessee of any term, covenant or condition of this lease, other than the failure of the Lessee to pay the particular rental so accepted, regardless of the Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this lease shall be deemed to have been waived by either party, unless such waiver be in writing by that party.
- B. No payment by the Lessee or receipt by the Lessor of lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check, or any letter accompanying any check or payment as rent, be deemed in accord and satisfaction, and the Lessor's right to recover the balance of such rent or pursue any other remedy in this lease provided.
- C. If any term, covenant or condition of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

- D. It is understood and agreed between the parties hereto that time is of the essence of all of the terms and provisions of this lease.
- E. This lease contains the entire agreement between the parties and any executory agreement hereafter made shall be ineffective to change, modify or discharge it, in whole or in part, unless such executory agreement is in writing and signed by the parties against whom enforcement of the change, modification or discharge is sought.
- F. Notwithstanding anything to the contrary, that may contain in this lease, all repairs (including, but not limited to, plumbing electrical, air conditioning, etc.), remodeling and alterations are at the sole expense of the Lessee.
- G. Lessee may use the Property for any lawful purpose. Lessee has the absolute right to assign this Lease, or sublet all or any portion of it. Lessee has the absolute right to mortgage the leasehold estate, and in such event Lessor shall promptly upon request give to the holders of such mortgages: (i) a written estoppel statement, specifying the date to which rent has been paid under this Lease, whether any defaults exist hereunder, and specifying such defaults (if any) and the curative actions required; and (ii) a written agreement to give notice to such mortgagees of any defaults, and to accept curative performance from such mortgagees.
- H. Notwithstanding any contrary provision of this Agreement, if the Lessor is in default of any of its obligations under this Lease at the Commencement Date, or if the Commencement Date has not occurred on or prior to September 30, 1993 (with extension for any delay caused solely by Lessee) then, in addition to any other remedies of the Lessee, the Lessee may cancel this Agreement.
- I. Lessor represents and warrants that its execution and delivery of this lease has been duly authorized

by all necessary action of the City Council of the
City of Homestead, Florida.


Signed, Sealed and delivered
in the presence of:

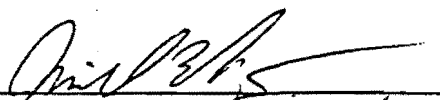
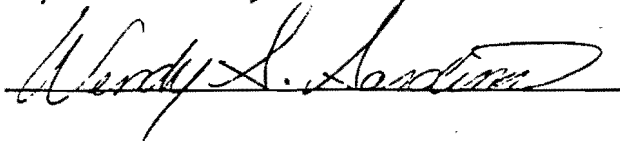
"LESSOR":

CITY OF HOMESTEAD

By: 
City Manager

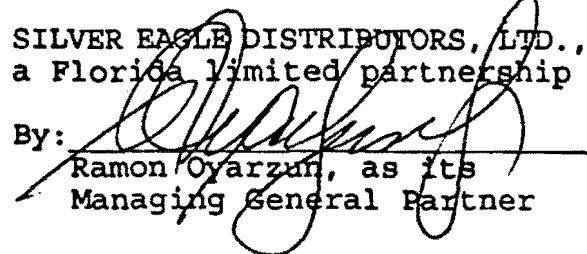
Attest: 
City Clerk

(Corporate Seal)

"LESSEE":

SILVER EAGLE DISTRIBUTORS, LTD.,
a Florida limited partnership

By: 
Ramon Oyarzun, as its
Managing General Partner

HTCCSECH.LA3

LEGAL DESCRIPTION
SILVER EAGLE DISTRIBUTORS, LTD.
AT THE
VILLAGES OF HOMESTEAD

A PARCEL OF LAND BEING A PORTION OF BLOCK 1, SECTION 21, TOWNSHIP 57 SOUTH, RANGE 29 EAST AS SHOWN ON THE "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 10 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 21; THENCE N89°31'49"E ALONG THE NORTH LINE OF SAID NORTHEAST ONE-QUARTER FOR 20.00 FEET TO AN INTERSECTION WITH THE CENTERLINE OF KINGMAN ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 13410 AT PAGE 145 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID INTERSECTION BEING ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND BEARING N89°34'54"E FROM THE CENTER OF SAID CURVE; THENCE SOUTHERLY ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE HAVING A RADIUS OF 2555.93 FEET AND A CENTRAL ANGLE OF 3°42'12" FOR 165.21 FEET TO A POINT ON THE ARC OF SAID CURVE, SAID POINT BEARING S85°52'42"W FROM THE CENTER OF SAID CURVE; THENCE N85°52'42"E ALONG SAID RADIAL LINE FOR 55.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID KINGMAN ROAD, SAID POINT BEING AT THE POINT OF TANGENCY; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2500.93 FEET AND A CENTRAL ANGLE OF 8°24'51" FOR 367.27 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE N80°51'30"E FOR 312.88 FEET TO AN INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, SAID POINT BEARING S71°36'24"W FROM THE CENTER OF SAID CURVE; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 63.50 FEET AND A CENTRAL ANGLE OF 126°35'41" FOR 140.30 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 55°12'23" FOR 24.09 FEET TO THE POINT OF TANGENCY; THENCE S89°46'53"E FOR 183.25 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 84°02'17" FOR 36.67 FEET TO THE POINT OF TANGENCY; THENCE S5°44'36"E FOR 361.58 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 921.25 FEET AND A CENTRAL ANGLE OF 17°47'03" FOR 285.95 FEET TO A POINT ON THE ARC OF SAID CURVE, SAID POINT BEARING S64°53'51"W FROM THE CENTER OF SAID CURVE; THENCE S67°07'33"W FOR 491.63 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF KINGMAN ROAD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO (2) COURSES: (1) N25°28'26"W FOR 299.91 TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; (2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2500.93 FEET AND A CENTRAL ANGLE OF 12°56'17" FOR 564.74 FEET TO THE POINT OF BEGINNING, CONTAINING 10.00 ACRES MORE OR LESS.

SAID PARCEL BEING SUBJECT TO ANY/ALL RESERVATIONS, DEDICATIONS, COVENANTS AND EASEMENTS.

04-811.90

EXHIBIT
"A"

000157

OPTION AGREEMENT

This Option Agreement is made and entered into this 22 day of July, 1993, by and between the CITY OF HOMESTEAD, a municipal corporation under the laws of Florida ("Grantor") and SILVER EAGLE DISTRIBUTORS, LTD., a Florida limited partnership ("Grantee").

In consideration of their mutual covenants set forth hereinafter, and in consideration of that separate Lease Agreement between Grantor and Grantee dated of even date herewith (the "Lease"), the Grantor and Grantee hereby agree as follows:

1. Grant to Option. Subject to the terms set forth hereinafter, the Grantor hereby grants to the Grantee the exclusive right and option to purchase (the "Option") that certain parcel of real property described on Exhibit "A" attached hereto (the "Land"), together with all improvements now or hereafter existing hereon and all related furniture, fixtures and equipment (the "Improvements"). The Land and the Improvements, together with all rights, easements, privileges and appurtenances pertaining or belonging thereto, are together hereinafter called the "Property."

2. Price. The purchase price for the Property shall be the sum of \$340,000.00 (the "Price"), subject to prorations and adjustments, and the Grantee's right of offset, all as set forth hereinafter.

3. Term and Exercise of Option. The Grantee may exercise the Option by written notice delivered to the Grantee (the "Notice of Exercise") at any time which is after October 1, 1994 and prior to July 1, 2014 (the "Termination Date").

4. Closing Date. The closing of the purchase and sale of the Property (the "Closing") shall be on that date (the "Closing Date") which is thirty (30) days after delivery of the Notice of Exercise, at the office of the Grantee's counsel in Miami, Florida.

5. Closing Conditions.

(a) Deed. At the Closing, the Grantor shall convey good marketable and insurable title to the Property by statutory general warranty deed, free and clear of all liens, encumbrances, mortgages, encroachments, overlaps, boundary line disputes, easements, restrictions, limitations, security interests, claims, reversions, licenses, leases, or other possessory rights of any kind or nature, and free and clear of any and all other matters of any kind whatsoever which may affect title, except matters which do not impair marketability or interfere with use of the Property for industrial, warehouse, and office purposes.

(b) Bill of Sale. At the Closing, Grantor shall also execute a general warranty bill of sale for all personal property, free and clear of all rights and claims whatsoever.

(c) Other Items. At the Closing, Grantor shall also execute and deliver a closing statement, a seller's affidavit in customary form, and such other documents as are ordinary and customary for closings of real property in Dade County, Florida.

(d) Costs and Prorations. At the Closing, Grantee shall receive a credit against the Price for all documentary stamps and surtax imposed on the conveyance of the Property, together with all other customary prorations and adjustments.

6. Right of Offset. Grantee shall, unless it expressly elects in writing at the closing to pursue other remedies, receive a credit against the Price equal to the full unpaid cost to cure or correct any inaccuracies in the representations and warranties of the Grantor as the Lessee under the Lease. If there is any disagreement between the parties as to whether any such inaccuracy exists, or as to the cost of correcting or curing any such inaccuracy, the Closing shall nevertheless occur in accordance with this Agreement, but the net proceeds of the Price payable to the Grantor (the "Escrow Fund") shall be placed in escrow with Valdes-Fauli, Cobb, Bischoff & Kriss, P.A. (the "Escrow Agent") pursuant to an escrow agreement satisfactory in form and content to all parties, whereunder the Escrow Agent shall invest the Escrow Fund in an interest-bearing bank account, and pay the proceeds only as directed in writing by Grantor and Grantee, or as ordered by a court of competent jurisdiction pursuant to a final, non-appealable order, judgment or decree. Except to the extent that Grantee receives full credit under this Section 6, nothing herein shall prevent Grantee from recovering or seeking recovery of Grantee's damages for breach of any representation or warranty of Grantor under the Lease.

7. Recording. The parties shall record in the Public Records of Dade County, Florida a memorandum setting forth the principal terms of this Agreement and the Lease, and attaching a legal description of the Land.

8. No Conveyance or Encumbrance. Grantor shall not, at any time from the date of this Agreement until that date which is ninety (90) days after any expiration or termination of the Option, grant, suffer, or permit any conveyance, encumbrance, or other transfer of any nature whatsoever of all or any part of its rights with respect to the Property, and any such transfer shall be of no effect and void.

9. No Brokers. Each party represents to the other that it has not incurred liability to any broker on the transaction of which this Agreement is a part, and each party will indemnify and hold the other harmless from any breach of its own representation.

10. Miscellaneous.

(a) Construction. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not construe this Agreement against one party more strictly, it being agreed that the representatives of each party have participated in the preparation of this Agreement and that each party hereto consulted with independent legal counsel of its own selection prior to its execution of this Agreement.

(b) Notice. All notices provided for herein may be by hand (or courier) delivery, by confirmed fax to the fax numbers above, or by certified or registered-return receipt requested mail, addressed as follows:

If to Grantee:

Silver Eagle Distributors, Ltd.
ATTN: Mr. Ramon Oyarzun,
Managing General Partner
7227 N.W. 32nd Street
Miami, Florida 33122
Fax: (305) 592-8303

With a copy to:

Thomas C. Cobb, Esq.
Valdes-Fauli, Cobb, Bischoff
& Kriss, P.A.
Suite 3400 - One Biscayne Tower
Two South Biscayne Boulevard
Miami, FL 33131-1897
Fax: (305) 376-6010

If to Grantor:

Alex Muxo, Jr.
City Manager
City of Homestead
790 North Homestead Blvd.
Homestead, FL 33030
Fax: (305) 246-3241

Notice to any party shall be deemed completed upon hand delivery to it, confirmed fax delivery, or five business days after depositing the same with the United States Postal Service, addressed to that party with the proper amount of postage affixed thereto, registered or certified mail, return receipt requested. Receipt of any notice by any law firm listed above to receive copies of notices to a party shall constitute actual receipt of such notice by that party.

(c) Modification and Waiver. No provision of this Agreement shall be amended, waived or modified except by an instrument in writing signed by the parties hereto.


(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.


(e) Attorneys Fees and Costs. In any action which either party brings against the other to enforce its rights under this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs from the non-prevailing party.

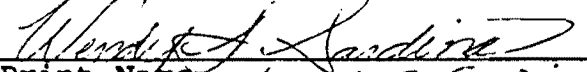
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth hereinabove.

Witnesses:

CITY OF HOMESTEAD, a municipal corporation


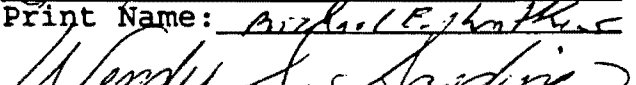

Print Name: Michael E. Guthrie

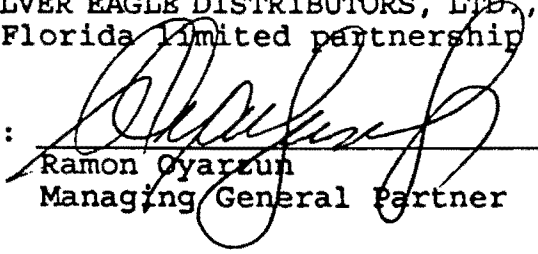
By: 


Print Name: Wendy S. Sardino

Its: City Manager

SILVER EAGLE DISTRIBUTORS, LTD.,
a Florida limited partnership


Print Name: Michael E. Guthrie

Print Name: Wendy S. Sardino

By: 
Ramon Oyarrun
Managing General Partner

Attachment: Exhibit A

L:\TCCSEHOMEST.OP2

LEGAL DESCRIPTION
 SILVER EAGLE DISTRIBUTORS, LTD.
 AT THE
 VILLAGES OF HOMESTEAD

A PARCEL OF LAND BEING A PORTION OF BLOCK 1, SECTION 21, TOWNSHIP 57 SOUTH, RANGE 39 EAST AS SHOWN ON THE "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 10 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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04-811.90

EXHIBIT

"A"

000162

AFFIDAVIT

STATE OF ARIZONA
COUNTY OF PIMA)

BEFORE ME, the undersigned authority, personally appeared, VERNON W. TURNER, who, having been by me first duly sworn, deposes and says:

1. I have personal knowledge of the facts attested to herein.
2. I am over the age of 21 years and I am *sui juris*.
3. I am familiar with and have an independent recollection of the Territory Agreement entered into between City of Homestead, Florida ("City"), and Florida Power & Light Company ("FPL") dated August 7, 1967 ("Territory Agreement").
4. In preparation of this affidavit, I have reviewed the Territory Agreement, a copy of which is attached hereto as Exhibit "A."
5. I was City Attorney for the City of Homestead at the time that this Territory Agreement was drafted and, as City Attorney, I was a principal author of this Territory Agreement along with the attorney for FPL. The Territory Agreement was prepared on my law firm letterhead.
6. I have been informed that there currently exists a controversy between the City and FPL with regard to the City's furnishing of electric service to two customers, Contender Boats, Inc. and Silver Eagle Distributors, Ltd., both of which I am told are located within the "Park of Commerce." I am further told that the City owns this Park of Commerce and that Contender Boats, Inc. and Silver Eagle Distributors, Ltd. lease a portion of the property from the City and

that they (Contender and Silver Eagle) have built and paid for the buildings on their respective leased property.

7. I have been informed that FPL contests the City's authority to serve Silver Eagle Distributors, Ltd. and Contender Boats, Inc. based upon its interpretation of Paragraph 8 of the Territory Agreement. That paragraph states as follows:

8. Notwithstanding the provisions of paragraph 6 hereof, it is agreed that the City shall supply power to and, for purposes of this Agreement, shall consider that the Homestead Housing Authority Labor Camp located on the Easterly side of Tallahassee Road (S.W. 137th Avenue) is within the service area of the City, including any additions to or extensions of said facilities of the Homestead Housing Authority. The City's right to furnish service to City-owned facilities, or those owned by agencies deriving their power through and from the City (including but not limited to the Homestead Housing Authority) may be served by the said City, notwithstanding that the said facilities are located within the service area of the Company.

8. I understand FPL's position to be that as to the Park of Commerce, the City must own and operate the facilities (buildings) referred to in Paragraph 8 in order for the City to be entitled to provide service to those facilities (buildings). As one of the drafters of this Territory Agreement, I refute FPL's current interpretation of Paragraph 8 and had the FPL attorney and I intended Paragraph 8 to require an "and operate" criteria in order for the City to provide electric service to city-owned facilities, the FPL attorney and I would have added the words "and operate" into this Paragraph 8. It was specifically our intent and understanding in drafting Paragraph 8 of this Territory Agreement that the single qualifier of "city-owned" facilities provide the City with the authority to serve city facilities in FPL territory, and we never agreed to any other limitations whatsoever in drafting paragraph 8.

FURTHER AFFIANT SAYETH NAUGHT.

Vernon W. Turner
VERNON W. TURNER

STATE OF ARIZONA)
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 19th day of October, 1996, by VERNON W. TURNER, who is personally known to me or who has produced _____ as identification, who did take an oath and who did swear or affirm that the facts set forth above are true and correct.



Linda L. Long
Signature
Linda L. Long
Print or type name.
NOTARY PUBLIC
My Commission # N/A
Expires: JUNE 10, 2000

AGREEMENT

THIS AGREEMENT, entered into this 7th day of December, 1967, by and between the CITY OF HOMESTEAD, FLORIDA, a municipal corporation (herein called "City"), and FLORIDA POWER & LIGHT COMPANY, a Florida corporation (herein called "Company"):

WHEREAS, the City and Company have electric distribution systems which serve electricity to customers who are located close to each other, and

WHEREAS, heretofore there has been no definition of service areas of each of the parties, and

WHEREAS, as a result there have been and, if there is not now an agreement as to service areas, there will in the future continue to be uneconomical duplications of plant and facilities and expansion into areas served by the competing parties, which in turn result in avoidable economic waste and expense,

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree that:

1. There is attached, as a part hereof, a map of the City and surrounding areas, designated Exhibit "A". The service area of the City shall be the area within the heavy line marked in red on Exhibit "A", which area is the area bounded by :

Beginning at the center lines of the intersection of Tallahassee Road (S.W. 137th Avenue) and North Canal Drive (S.W. 323rd Street) and extending westward on North Canal Drive to the center line of Tower Road (S.W. 192nd Avenue), northward along said center line of Tower Road to the center line of Waldin Drive (S.W. 236th Street), eastward to the center line of Kingman Road (S.W. 132nd Avenue), southward to the center line of Biscayne Drive (S.W. 233rd Street). From this point westward to the center line of Newton Road (S.W. 157th Avenue), southward to the center line of Kings Highway (S.W. 304th Street), eastward to the center line of Tallahassee Road (S.W. 137th Avenue), southward to the point of beginning at North Canal Drive (S.W. 323rd Street).

The service area of the Company shall be all of the area outside the boundaries of the service area of the City.

2. The City and the Company agree that each will not serve or offer to serve a customer outside its service area. Whenever a customer applies for service to the party not serving the area of the customer, it is agreed that the Company or the City, as the case may be, shall refer the customer promptly to the other.

3. The parties acknowledge that the Company is regulated by the Florida Public Service Commission and that it will have to apply to the Commission for the approval of this Agreement, but the parties, nevertheless, agree that this Agreement shall become effective on the date hereof and that the parties shall abide by the terms hereof and be bound hereby pending such approval.

4. Notwithstanding the provisions of Section 2, any applications for service in the service area of the other, which applications have been made before the date of this Agreement shall be acted upon by the party to whom the application was made. Such applications which are made after today and before final approval hereof by the Commission shall be reviewed and discussed by both parties and an agreement reached as to each application as to which party shall provide the service.

5. If an order of the Commission is entered approving this Agreement and the order becomes final, then as promptly as possible, each party shall transfer to the other those of its facilities which are serving customers located in the service area of the other. Each party agrees to purchase from the other all such facilities. Each party shall promptly make the appropriate connections, disconnections, extensions of facilities and other arrangements to accomplish these transfers so that all of the

customers and facilities therefor of one party which are located in the service area of the other party shall be transferred to and purchased by such other party, and vice versa. Each party agrees that from time to time upon the transfer of any facilities to it by the other party, it will promptly pay the other party the amount of the original cost of the facilities then transferred less depreciation. Customers' deposits of customers who are to be transferred shall be refunded to the customer at the time of transfer. If any customer who is to be transferred should refuse to complete an application for service with the party to whom such customer is being transferred, such party shall, nevertheless effect the transfer and serve such customer.


6. If at any time hereafter, the City limits of the City should be extended beyond the service area of the City and into the service area of the Company, the City agrees that the Company shall continue to serve such area and that it will continue to be in the service area of the Company under this Agreement, even though it would then be within the City.

7. The Company may continue to have its transmission lines and feeders located within the service area of the City, and the Company may, from time to time, locate substations and transformers and install transmission lines or feeders and other facilities in the service area of the City, so long as none of such facilities are used by the Company to provide service to customers located in the service area of the City.


8. Notwithstanding the provisions of paragraph 6 hereof, it is agreed that the City shall supply power to and, for purposes of this Agreement, shall consider that the Homestead Housing Authority Labor Camp located on the Easterly side of Tallahassee Road (S.W. 137th Avenue) is within the service area of the City,

including any additions to or extensions of said facilities of the Homestead Housing Authority. [The City's right to furnish service to City-owned facilities, or those owned by agencies deriving their power through and from the City (including but not limited to the Homestead Housing Authority) may be served by the said City, notwithstanding that the said facilities are located within the service area of the Company.]

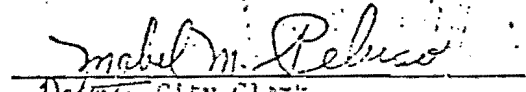
APPROVED:


City Attorney.

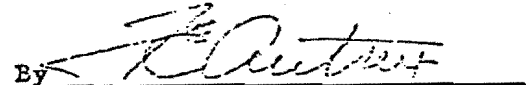
CITY OF HOMESTEAD, FLORIDA.

By 
Mayor

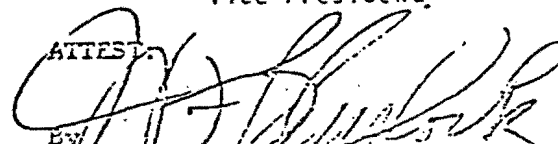
ATTEST:


Deputy City Clerk

FLORIDA POWER & LIGHT COMPANY

By 
Vice-President.

ATTEST:


Secretary

WC
8/2

ORIGINAL

AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared, RUTH CAMPBELL, who, having been by me first duly sworn, deposes and says:

1. I have personal knowledge of the facts attested to herein.
2. I am over the age of 21 years and I am *sui juris*.
3. I am currently an elected City Council member on the City Council of the City of Homestead, Florida ("City"), and I was a member of the City Council when the Territory Agreement between the City of Homestead and Florida Power & Light Company ("FPL") ("Territory Agreement") was approved by the City Council in August, 1967. I was also on the City Council when the City entered into a Lease Agreement with Contender Boats, Inc. and Silver Eagle Distributors, Ltd. for real property owned by the City in the Park of Commerce ("Lease Agreements"). A copy of the Lease Agreements are attached hereto collectively as Exhibits "A" and "B" and a copy of the Territory Agreement is attached hereto as Exhibit "C."
4. In addition, I have an independent recollection of the Territory Agreement and Lease Agreements. I have reviewed the Territory Agreement and the Lease Agreements in preparation of my giving this affidavit.
5. I was present at the City Council meeting at the time the Territory Agreement was approved and I voted in favor of the Territory Agreement with FPL.

000170

6. I have been informed of a controversy between the City and FPL concerning the City's furnishing of electric service to two customers, Silver Eagle Distributors, Ltd. and Contender Boats, Inc. Both of these electric customers are located in the city-owned Park of Commerce and are leasing their respective property from the City of Homestead. The Park of Commerce property was acquired by the City after Hurricane Andrew in an effort by the City to rebuild the area's devastated economy. The Park of Commerce is contained solely within the city limits of the City of Homestead, although at the time of the Territory Agreement the land comprising the Park of Commerce was outside the City limits and within FPL's allocated electric service area.

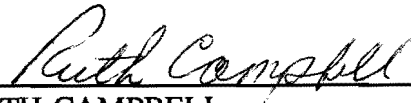
7. I have been informed that FPL contests the City's serving those customers in the City owned Park of Commerce based upon FPL's interpretation of Paragraph 8 of the Territory Agreement. That paragraph states in total:

8. Notwithstanding the provisions of paragraph 6 hereof, it is agreed that the City shall supply power to and, for purposes of this Agreement, shall consider that the Homestead Housing Authority Labor Camp located on the Easterly side of Tallahassee Road (S.W. 137th Avenue) is within the service area of the City, including any additions to or extensions of said facilities of the Homestead Housing Authority. The City's right to furnish service to City-owned facilities, or those owned by agencies deriving their power through and from the City (including but not limited to the Homestead Housing Authority) may be served by the said City, notwithstanding that the said facilities are located within the service area of the Company.

8. Contrary to the position expressed to me by FPL representatives at the time that this Territory Agreement was signed, I have been informed that FPL now interprets this paragraph to mean that before the City can serve city-owned property in FPL territory the City must own and operate these facilities located on that property in order for those facilities to

qualify for the City electric service. That is not my interpretation of the intent of this paragraph, nor was it my interpretation or understanding of this paragraph at the time that I voted to approve this Territory Agreement, nor was this the position of FPL expressed by their representatives to me at the time FPL agreed to this language. It was my understanding then, and it continues to be my understanding, that the terminology "city-owned facilities" was not intended by FPL or the City to require that those city-owned facilities must also be operated by the City in order qualify for the right of the City to serve them electric service pursuant to Paragraph 8 of the Territory Agreement.


FURTHER AFFIANT SAYETH NAUGHT.



RUTH CAMPBELL

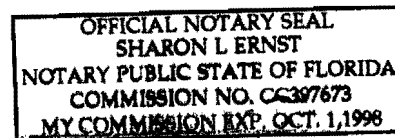
STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 9 day of October, 1996, by RUTH CAMPBELL, who is personally known to me or who has produced _____ as identification, who did take an oath and who did swear or affirm that the facts set forth above are true and correct.



Signature
Sharon L Ernst

Print or type name.
NOTARY PUBLIC
My Commission # _____
Expires: 10/1/98



LEASE AGREEMENT

EXHIBIT "A"

THIS LEASE AGREEMENT, made and entered into this 7th day of JUNE, 1994, by and between the City of Homestead, a municipal corporation, hereinafter referred to as "Lessor" and Contender Boats, Inc., a Florida corporation, hereinafter referred to as "Lessee."

W I T N E S S E T H

WHEREAS, Contender Boats, Inc. and the City of Homestead hereby agree that Contender Boats, Inc., prior to negotiations with the City of Homestead, had been contemplating and planning to relocate their facility outside of the State of Florida and both parties agree that were it not for the Lease Agreement entered into with the City of Homestead, and the City of Homestead's commitment to construct adequate roadways to allow the servicing of the property leased by Contender Boats, Inc., that Contender Boats would have continued its contemplated location outside of the State of Florida.

1. PURPOSE OF THE LEASE

The purpose of this lease is to provide a location for the construction of the Lessee's business in the area known as the "Park of Commerce" and to therefore provide for the continued economic redevelopment of the City of Homestead. Lessee desires to construct one or more buildings on the Property not to exceed thirty feet in height and within an anticipated square footage of between forty thousand (40,000) and fifty thousand (50,000) square feet for the building(s). The building(s) is to be surrounded by a six foot high fence and shall be used as a warehouse, distribution, manufacturing plant and office facility (the "proposed use"). The Lessee agrees that the City of Homestead shall have final approval on the plans for construction of the building(s) and the type of fencing placed around the property. Lessee desires to commence construction of the Proposed Improvements on that date (the "Commencement Date") which is thirty (30) days after Lessor's issuance to Lessee of a Building Permit for the Proposed Improvements. Nothing in this Section 1 shall limit Lessee's use of the Property for any lawful purpose which is consistent with Lessor's zoning ordinances.

2. LEASED PREMISES

In consideration of the covenants herein contained, on the part of the Lessee to be kept and performed, the said Lessor hereby leases to the said Lessee the premises described in Exhibit "A" (the "Property"). Said Property shall be a ten (10) acre parcel of property located in the Park of Commerce.

3. LENGTH OF LEASE

The term of this lease shall be for a period of fifty (50) years, and shall begin on the Commencement Date, and shall continue thereafter for a period of fifty (50) years.

At the end of said fifty (50) year period, said Lessee and Lessor may mutually agree to extend

000173

the lease on the terms and conditions agreed to in writing by and between the parties, and in addition, may, during the initial fifty (50) year term, enter into such agreement as the parties mutually agree upon for the purchase and sale of the leased premises. Any such agreement shall be agreed upon by the parties in a separate document.

4. RENT

The Lessee hereby agrees to pay to the Lessor, without demand, at the Lessor's principal place of business, to wit: 790 N. Homestead Boulevard, Homestead, Florida, 33030, or at such other place or places as the Lessor may from time to time designate, in writing, the following rent:

- A. The Lessee and the Lessor hereby agree by and between themselves for purpose of this lease, and for no other purpose, that the Property shall have an actual value of three hundred forty thousand dollars (\$340,000.00). Based upon said actual value of the Property, and based upon mutual agreement from the parties, the lease amounts shall be as follows:
- i) Annually for the first (1st) five (5) years of the lease, and on the last day of each year during that five (5) year period, the Lessee shall pay to the Lessor the sum of twenty-two thousand dollars (\$22,000.00) for the annual rental on the Property.
 - ii) During the second (2nd) five (5) year term of the lease, the Lessor and the Lessee agree that the Lessee shall pay and the Lessor shall accept, the sum of twenty eight thousand dollars (\$28,000.00) per annum during said five (5) year period.
 - iii) Beginning on the first (1st) day of the eleventh (11th) year of the lease and for a five (5) year period thereafter, the Lessee shall pay to the Lessor the sum of thirty four thousand dollars (\$34,000.00) annually for each year of said five (5) year period.
 - iv) Beginning on the first (1st) day of the sixteenth (16th) year of said lease, and for each year of the ensuing five (5) year period, the Lessee shall pay and the Lessor shall accept, the sum of forty thousand dollars (\$40,000.00) per year as the annual rental.
 - v) Beginning on the twenty first (21st) year of said lease, and for the remainder of the term of said fifty (50) year lease, the Lessee shall pay and the Lessor shall accept, the sum of fifty thousand dollars (\$50,000.00) per annum as the lease amount for the last thirty (30) years of the initial lease period.
- B. In the event that any taxing authority, other than the Lessor, should levy against the subject real property or rent derived therefrom a surcharge, interim tax or other taxes of any nature, except federal or state income taxes, the Lessee herein

shall be responsible for the payment of said surcharge, interim tax or other taxes.

- C. In consideration for the Lessor leasing said property to the Lessee, the Lessee covenants to the Lessor to pay said rent in the above described manner; and to quit and deliver up the Property at the end of said term.

5. SECURITY DEPOSIT

The Lessor and the Lessee agree, that because of the long term nature of the lease, that there shall be no security deposit required by the Lessor of the Lessee.

6. CONSTRUCTION ON THE PROPERTY

- A. Lessor represents and warrants that it has validly adopted ordinances and resolutions zoning the Property in the I (industrial) zoning district, as described in the current zoning code of the Lessor. Such zoning district permits issuance of all necessary permits for development, construction, use and occupancy of the Proposed Improvements, without the necessity for any variance, special exception or other approval which requires a public hearing, other than the public hearing before the City Council which is required for approval of a site plan for the Proposed Improvements. Lessor is duly empowered and authorized to issue all necessary building permits for development and construction of the Proposed Improvements upon receipt of plans and specifications therefor which comply with the South Florida Building Code and the Building Code of the Lessor ("Plans"), and Lessor is duly authorized to issue a Certificate of Occupancy for the Proposed Improvements upon certification by all necessary agencies of the completion thereof in accordance with the Plans.
- B. Within ninety (90) days after the date of execution of this lease, the Lessee shall submit to the Lessor proposed Plans and an application in customary form (together with payment of customary fees) for a building permit. Lessor shall promptly advise Lessee whether any changes are required to the Plans in order to bring them in compliance with the South Florida Building Code and the Building Code of the Lessor. Lessee shall, with reasonable diligence, make any necessary changes to the Plans, the Lessor shall promptly review said changes, and on approval thereof, the Lessor shall promptly issue a building permit to Lessee for construction of the Proposed Improvements in accordance with the Plans.
- C. Lessor shall promptly upon request by Lessee inspect the development and construction of the Proposed Improvements, and shall at all times act reasonably in issuing approvals or setting conditions for approvals of such work. Upon completion of the Proposed Improvements in accordance with the Plans (with any changes thereto approved by the Lessor) the Lessor shall promptly issue a Certificate of Completion and/or Certificate of Occupancy for the Proposed Improvements.

- D. Lessor represents and warrants that the Property is part of a development order for a planned unit development which has already received and review approval under Part I of Fla. Statutes Chapter 380, and neither the Property, nor any other property with which it may be aggregated requires any further review under Fla. Statutes Chapter 380 as a condition to issuance of all necessary permits for development, construction, use and occupancy of the Proposed Improvements.
- E. Lessor represents and warrants that pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act, Part II of Fla. Statutes Chapter 163 (the "Growth Management Act") and the Comprehensive Plan and Land Development Regulations for the City of Homestead, Florida, which have been duly adopted in accordance with all requirements of the Growth Management Act and the ordinances and regulations of the City of Homestead, Florida, future development orders for the Property are exempt from concurrency review, on the ground that valid development orders for the planned unit development of which the Property is a part were in existence prior to the effective date of concurrency review requirements. Neither the Comprehensive Plan, any of the Land Development Regulations, nor the exemption of the Property is now the subject of any judicial or administrative challenge, and the statutory deadlines for all such challenges have expired. Without limitation of the foregoing, the issuance of all Development Orders required for development, use, and occupancy of the Proposed Improvements is fully authorized, and is not prohibited or limited by the Growth Management Act, the Comprehensive Plan or the Land Development Regulations on any ground whatsoever, including the ground that adequate Public Facilities to serve the Proposed Improvements will not be available concurrently with the impact thereof on such Public Facilities. Capitalized terms in this subsection E which are not otherwise defined in this lease shall have the meanings given to them in the Growth Management Act.
- F. Lessor represents that all permits, licenses, and other governmental approvals of any nature whatsoever which are required for development, construction, use and occupancy of the Proposed Improvements are and will be available without delay upon proper application, submission of plans conforming to all applicable ordinances and regulations, and payment of customary fees.
- G. The Lessor shall provide all sanitary sewer, storm water disposal, potable water, fire flow water, and (except only as set forth in subsection H hereinbelow) all electrical utility services at the boundary of the Property (together called "Utility Services"), in capacities which are fully adequate to serve the Proposed use of the Proposed Facilities. All Utility Services will be available for connection at the boundary of the Property not later than the Commencement Date, and Lessee may obtain such connection by compliance with ordinary and customary applications, and agreements to pay ordinary use charges. Without limitation of the foregoing, Lessee shall not be prevented or delayed from connecting to water and sewer services on account of any moratorium in effect at the Commencement Date. The Lessee will waive or pay all of its own connections fees, capital changes, impact fees, or similar charges.

- H. The Lessor may have a dispute (the "FPL Dispute") with Florida Power and Light ("FPL") as to whether Lessor or FPL has the right to be the exclusive provider of electrical services to the Property. The FPL Dispute may take many months for resolution, and the outcome probably depends on whether, for purposes of FPL's territorial allocation agreement with Lessor, Lessor is deemed to be the owner of the Property. Lessor will indemnify and hold harmless the Lessee from any and all claims, damages or losses which Lessee may suffer or incur by reason of the FPL Dispute, including without limitation all attorneys' fees and costs (whether or not suit is filed) and losses from any interruption of electrical service to the Property, and any fine, penalty, service fee or similar sum which is due to FPL with respect to any provision of electrical service by Lessor to the Property, or any conversion of electrical services from Lessor to FPL.
- I. The City of Homestead hereby grants, subject to the restrictions contained herein, an option to purchase the property which is the subject matter of this Lease for a purchase price of three hundred and forty thousand dollars (\$340,000.00). The Lessee agrees that this option shall not be exercised or available to be exercised prior to January 1, 2000 and, upon written request to the City of Homestead, shall delay the exercise of its option until a time subsequent to January 1, 2004. However, if requested by any lender providing financing to Contender, or any of its partners at any time after January 1, 2000, the City shall subject its fee simple ownership to the lien and encumbrance of any mortgage or other instrument encumbering the property in favor of such lender, and shall promptly execute and deliver such estoppel statements and other customary instruments as Contender may request in order to obtain such financing. These provisions shall not prevent Contender from acquiring the property pursuant to this option at any time on and/or after January 1, 2000, upon mutual agreement of the parties. Both parties covenant and agree that at the time the option becomes available to Contender for exercise, Contender shall have one (1) year from the thereof to exercise such option at the purchase price of three hundred and forty thousand dollars (\$340,000.00). In addition thereto, Contender shall be allowed to offset against the purchase price fifty percent (50%) of the rental payments paid by Contender to the City up to one half (1/2) of the option sales price of three hundred and forty thousand dollars (\$340,000.00). After the option has been available for a period of one (1) year, and not exercised by the Lessee, then said option shall be null and void.
- J. The Property now has full and unrestricted access to Commerce Park Boulevard, which the Lessor shall cause to be paved and extended to the boundary of the Property on or prior to May 15, 1994.
- K. The Property is free from contamination by any materials which now or hereafter will require the owner of the Property to pay any sum or incur any liability for cleanup, removal, or mitigation under any applicable state, local or federal laws, ordinances or regulations.

- L. The cost of constructing the Proposed Improvements shall be borne solely by the Lessee, and the Lessor shall not be responsible for any cost of the Improvements, or be responsible for any maintenance of the interior or exterior of the Improvements, or any landscaping placed on the Property. All expenses occasioned by the construction of the Improvements, and any replacements thereof and/or additions thereto shall be borne by the Lessee.
- M. Lessor and the Lessee covenant and agree, that at the end of the term of this lease, or any extensions thereof, without the purchase of the Property by the Lessee from the Lessor, all permanent improvements located on the Property, and title thereto, shall pass to the Lessor. The Lessor and the Lessee agree that the Lessee may remove all equipment, furnishings and fixtures except that no air conditioning, electrical, plumbing or other fixtures as placed in the building that would render the building to be uninhabitable by a subsequent tenant or by the Lessor, shall be removed. These fixtures shall, at the termination of this lease, become the property of the Lessor. The Lessor hereby agrees that there shall be no personal property taxes asserted by the Lessor against the Lessee for the improvements on the Property, and no real estate property taxes shall be assessed as the Property is owned by the Lessor, an exempt body.
- N. The Lessor and the Lessee agree that the Lessor shall use its best efforts to work with the Lessee and Gilbert and Southern, Inc., the contractor for the Motorsports Complex, to provide fill to the Lessee on the subject property at the current unit rate to be charged to the Lessor by Gilbert and Southern. It is contemplated by the parties that the fill required by the Lessee on said property will cost approximately one hundred and twenty-five thousand dollars (\$125,000.00) and the Lessor agrees to be responsible for fifty percent (50%) of same up to a maximum of sixty two thousand five hundred dollars (\$62,500.00). The Lessor shall not be required to pay this sum until such time as the Lessee exercises the option for purchase and then the fifty percent (50%) of the amount due and owing for the fill from the Lessor to the Lessee shall be deducted from the purchase price of said property. If the option becomes available, and is not exercised under this agreement by the Lessee, the Lessor shall then promptly pay to the Lessee the amount due and owing for such fill.

7. TITLE TO THE PROPERTY

Lessor has good, marketable and insurable fee simple title to the Property, subject to no liens or encumbrances whatsoever, and subject to no covenants, conditions, easements, restrictions, boundary overlaps or encroachments or similar matters which will adversely affect the development, construction, use or occupancy of the Proposed Improvements. Lessee acknowledges that Lessor retains the right to aesthetic review of the Proposed Improvements, including but not limited to fencing, and Lessor covenants to exercise such right reasonably and without delay. Lessor and Lessee will join in any declaration of restrictions covering the Park of Commerce planned area development, which provides for reasonable restrictions and conditions on use of the Property, and all other land in the development, which use restrictions are reasonably designed to maintain the value of properties in the development, and to eliminate

undesirable uses such as nightclubs, junkyards and the like.

8. REAL ESTATE TAXES

Because the Property is owned by the Lessor, a Florida municipal corporation, that is exempt from the payment of real estate taxes, no real estate taxes shall be assessed and paid by the Lessee, unless, and except, should a court of competent jurisdiction, in the state of Florida determine that real estate taxes are due and owing on said Property, then, in that event, the Lessee shall be solely responsible for the payment of said taxes, or, may, in its option, elect to terminate the lease agreement with the Lessor upon one (1) year written notice; during said period of time the Lessee shall be responsible for the real estate taxes that may be due and owing at that time.

9. INSURANCE

The Lessee hereby covenants and agrees to maintain on the Property hazard, fire, extended coverage liability and flood (if required), and to name the Lessor as an additional insured. Liability coverage shall not be less than \$300,000/\$500,000.

A copy of all the master policies above mentioned shall be forwarded to the Lessor for filing as shall be forwarded a declaration for each policy showing the Lessor as a named insured and providing for thirty (30) days written notice prior to cancellation of said policy to be given by the insurance carrier to the Lessor.

10. DESTRUCTION OF PROPERTY

The Lessor and the Lessee covenant and agree that should the improvements constructed by the Lessee on the Property be damaged by fire, the elements, unavoidable accident, or other casualty, whether or not thereby rendered untenable in whole or in part, the Lessee shall promptly cause such damage to be repaired, and the rent for said Property shall not be abated; if, by any reason of such occurrence, the Property shall be rendered untenable in whole or in part, and the Lessee should desire not to reconstruct the property, then the Lessee, at their sole cost and expense, may elect to terminate the lease with the Lessor, upon sixty (60) days written notice given by the Lessee to the Lessor, and shall deliver the Property to the Lessor, with payment or assignment of all insurance proceeds. Should the property be rendered untenable as set forth in this paragraph, then, in the event the Lessee desires to reconstruct the property, rent due and owing to the Lessor shall abate if the reconstruction is conducted in a timely and efficient manner by the Lessee. If the property is rendered partially untenable, the rent shall abate in a percentage equal to the amount of the property that is rendered untenable, and which the Lessee agrees to reconstruct.

11. HOLDING OVER

Any holding over after the expiration of the term hereof, or any options exercised hereunder, with the consent of the Lessor, shall be construed to be a tenancy from month to month at the rent herein specified, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

- A. All rights and liabilities herein given to, or imposed upon, the respective parties hereto, shall extend to and bind the respective heirs, executors, administrators, successors and assigns of the said parties.
- B. No rights, however, shall inure to the benefit of any assignee of the Lessee, unless such assignment has been approved by the Lessor, in writing.

12. QUIET ENJOYMENT

Upon payment by the Lessee of the rents herein provided, and upon the observance performance of all of the covenants, terms and conditions on the Lessee's part to be observed and performed, the Lessee shall peacefully and quietly hold and enjoy the Property for the term hereby demised without hinderance or interruption by the Lessor or any other person or persons lawfully or equitably claiming by, through or under the Lessor, subject nevertheless to the terms and conditions of this lease.

13. SURRENDER OF PROPERTY

On the last day of the term demised, or on the sooner termination thereof, the Lessee shall peaceably surrender the Property in good order, condition and repair, broom-clean fire and other unavoidable casualty, reasonable wear and tear alone excepted, surrender all keys for the Property to the Lessor of the place then fixed for the payment of rent.

Before surrendering the Property as aforesaid, the Lessee shall repair any damage to the Property caused hereby in accordance with the maintenance paragraph as set forth hereinabove, the only damages that the Lessee shall be responsible to repair shall be those items which the Lessee was required to maintain under the terms and provisions of this lease.

14. NOTICES

Any notice required or permitted under this lease shall be deemed sufficiently given or served if served personally or by certified or registered mail, postage prepaid, addressed to the Lessor at the address where rent was last payable, and any notice by the Lessee shall be served in a similar manner, such notice being addressed to the Lessee at the Property or at such other address as the Lessee shall designate by written notice.

15. WAIVER

No mention in this lease of any specific right or remedy shall preclude the Lessor from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled, either at law or in equity; and the failure of the Lessor to insist in any one or more instances upon a strict performance of any covenant, shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect, unless the contrary is expressed, in writing by the Lessor.

16. ATTORNEY'S FEES

In the event of litigation between the parties, arising out of this lease, the prevailing party shall be entitled to attorney's fees and costs.

17. MISCELLANEOUS PROVISIONS

- A. The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of such term, covenant or condition. Any subsequent acceptance of rent hereunder by the Lessor shall not be deemed to be a waiver of any preceding breach by the Lessee of any term, covenant or condition of this lease, other than the failure of the lessee to pay the particular rental so accepted, regardless of the Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this lease shall be deemed to have been waived by either party, unless such waiver be in writing by that party.
- B. No payment by the Lessee or receipt by the Lessor of lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check, or any letter accompanying any check or payment as rent, be deemed in accord and satisfaction, and the Lessor's right to recover the balance of such rent or pursue any other remedy in this lease provided.
- C. If any term, covenant or condition of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
- D. It is understood and agreed between the parties hereto that time is of the essence of all of the terms and provisions of this lease.
- E. This lease contains the entire agreement between the parties and any executory agreement hereafter made shall be ineffective to change, modify or discharge it, in whole or in part, unless such executory agreement is in writing and signed by the parties against whom enforcement of the change modification or discharge is sought.
- F. Notwithstanding anything to the contrary, that may contain in this lease, all repairs (including, but not limited to, plumbing, electrical, air conditioning, etc.), remodeling and alterations are at the sole expense of the Lessee.
- G. Lessee may use the Property for any lawful purpose. Lessee has the absolute right to assign this lease, or sublet all or any portion of it. Lessee has the absolute right to mortgage the leasehold estate, and in such event Lessor shall

promptly upon request, give to the holders of such mortgages: (i) a written estoppel statement, specifying the date to which rent has been paid under this lease, whether any defaults exist hereunder, and specifying such defaults (if any) and the curative actions required; and (ii) a written agreement to give notice to such mortgagees of any defaults, and to accept curative performance from such mortgagees.

H. Lessor represents and warrants that its execution and delivery of this lease has been duly authorized by all necessary action of the City Council of the City of Homestead, Florida.

Signed, Sealed and delivered
in the presence of:

Muelo Vobuty
Wendy S. Surtina

"LESSOR":
CITY OF HOMESTEAD

By: Will Russell
City Manager

Attest: Nelva J. Burch
City Clerk

(Corporate Seal)

"LESSEE":
CONTENDER BOATS, INC., a Florida
corporation

Wendy S. Surtina
R. O. Mitchell

By: Joe Neber
Joe Neber, President

PROPOSED 10 ACRE SITE
PARK OF COMMERCE

LEGAL DESCRIPTION

A portion of "Miami Land Development Company Subdivision" as platted in Plat Book 5, Page 10 of the Public Records of Dade County, Florida and a portion of the S.W. 1/4 of Section 22, Township 57 South, Range 39 East, Dade County, Florida, being particularly described as follows:

Commence at the N.E. Corner of the S.W. 1/4 of Section 22, Township 57 South, Range 39 East; said point lying in the center of the right-of-way of S.W. 142 Avenue as recorded in O.R. Book 1583, page 307 of the Public Records of Dade County thence proceed S 00° 26' 46" E for a distance of 396.00 feet along the East line of said S.W. 1/4 of Section 22, Township 57 South, Range 39 East and along the centerline of said S.W. 142 Avenue to a point; thence run perpendicular S 89° 33' 14" W for a distance of 50.00 feet to the point of beginning.

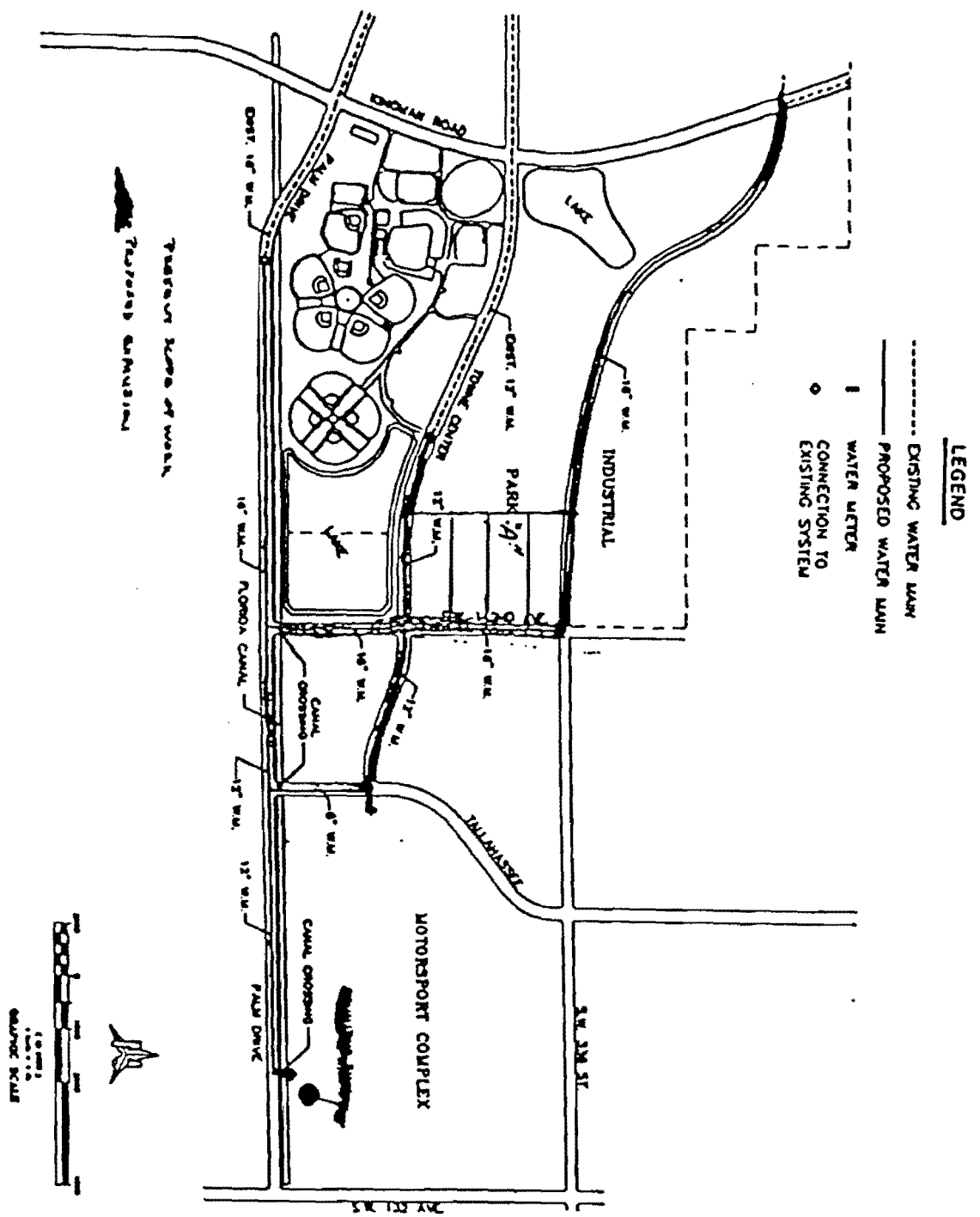
From the point of beginning run S 00° 26' 46" E for 356.00 feet along a line parallel to and 50.00 feet West of the centerline of said S.W. 142 Avenue; thence run S 89° 33' 14" W for 1223.60 feet; thence run N 00° 26' 46" W for 356.00 feet, and thence run N 89° 33' 14" E for 1223.60 feet, back to the point of beginning.

NOTE: The above described parcel contains 10.00 Acres, more or less.

Prepared For:
City of Homestead
January 24, 1994

Prepared By:
Fernando J. Alonso, P.L.S.
2601 South Bayshore Drive, Suite 1000
Miami, Florida 33133
PH: (305) 859-2050

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B&A
 Architecture, Planning & Interiors, Inc.

Architecture
 Engineering
 planning
 interior design

INFRASTRUCTURE IMPROVEMENTS
 WATER DISTRIBUTION SYSTEM

FIGURE
 1 OF 2

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ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM to that certain Lease Agreement entered into by and between Contender Boats, Inc. and the City of Homestead, a municipal corporation, on the 7th day of June, 1994, for land in the "Park of Commerce" owned by the City of Homestead is hereby amended as follows:

That it is the intent of both the Lessor and the Lessee that property values in the "Park of Commerce" shall be maintained to their highest degree, and that the use of the property in the "Park of Commerce" should be consistent with highest and best interest of tenants and/or property owners in the "Park of Commerce" and the City of Homestead. To that end, the Lessor and the Lessee covenant and agree that as follows:

1. That the Lessor is presently contemplating, preparing and considering for placing in the public record certain restrictive covenants on the land know as the "Park of Commerce." The Lessee covenants and agrees that it will participate in the preparation, review and comment on such restrictive covenants. The Lessee further covenants and agrees that after a review of the final draft of the proposed restrictive covenants, and after having made a determination that same does not interfere with the proposed use of the property under the Lease Agreement, or diminish the value of the property for purposes of the Lessee's option to purchase, then in that event the Lessee will join with the Lessor and enter into the filing of restrictive covenants that shall cover the "Park of Commerce," including the leased premises.
2. Both parties covenant and agree that the mere existence of restrictive covenants on the property to not in fact indicate a diminution in value of the property, but that the purpose of the restrictive covenants is to maintain the integrity of the "Park of Commerce."
3. The Lessor covenants and agrees that proposed drafts of the restrictive covenants shall be delivered to the Lessee for the Lessee's review and comment, and incorporation of comments of the Lessee shall not be unreasonably denied by the Lessor. The Lessee covenants and agrees that upon review of the final draft of said covenants and making a determination that same does not affect the operation of his existing facility or diminish the value of his option to purchase, then in that event he will not unreasonably withhold his joinder in said restrictive covenants.
4. That the Lessor and the Lessee covenant and agree that the property which is the subject matter of the Lease executed by and between the parties shall not be subleased by the Lessee to any third party without the express written consent of the Lessor, said consent not to be unreasonably withheld.
5. The Lessor and Lessee agree to amend paragraph 6(j) of the Lease as follows:

That the Lessor covenants that there is present access to the property via a dirt road in the location of the proposed improvements to SW 142 Avenue. The Lessor further covenants and agrees that he will have substantially complete and ready for use, a fully accessible and paved roadway to the property no later than January 30, 1995.

WITNESSES:

Michael Volbert
Wendy J. Sadura

A.B. Mitchell
Wendy J. Sadura

CITY OF HOMESTEAD

By: Will Puckel
City Manager

CONTENDER BOAT, INC.

By: Joseph Neber *per*
Joseph Neber

THIRD ADDENDUM

This Third Lease Addendum is made and entered into this 31 day of March, 1995, by and between the City of Homestead, a municipal corporation, as "Lessor" and Contender Boats, Inc. a Florida corporation, as "Lessee."

Recitals

A. Lessor is the Landlord under that certain Lease Agreement between Lessor and Lessee for premises located in the Homestead Park of Commerce dated as of June 7, 1994, as amended by that certain Addendum dated June 7, 1994, as further amended by that Second Addendum dated December 30, 1994 (collectively the "Lease.")

B. Lessor and Lessee desire to amend the Lease to correct the legal description contained in paragraph 2 of the Second Addendum to the Lease.

Agreement

NOW, THEREFORE, in consideration of Ten Dollars (\$10) and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree:

1. Paragraph 2 of the Second Addendum, which paragraph modifies Exhibit "A" to the Lease, is amended to substitute the following legal description:

A portion of "Miami Land Development Company Subdivision" of Section 22, Township 57 South, Range 39 East, Dade County, Florida, according to the Plat thereof recorded in Plat Book 5, Page 10, of the Public Records of Dade County, Florida, being particularly described as follows:

Commence at the Northeast corner of the S.W. 1/4 of said Section 22, said point lying in the center line of the right-of-way of S.W. 142 Avenue as recorded in Official Records, Book 1583, Page 307, of the Public Records of Dade County, Florida; thence S00°26'46"E along the East line of the said S.W. 1/4 of Section 22, Township 57 South, Range 39 East and along the said centerline of S.W. 142nd Avenue for a distance of 563.46 feet; thence S89°33'14"W for 50.00 feet to the point of beginning of the parcel herein described, thence from the above established point of beginning run S00°26'46"E for 356.00 feet; thence S89°33'14"W for 1223.60 feet; thence N00°26'46"W for 356.00 feet; thence run N89°33'14"E for 1223.60 feet to the point of beginning.

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2. Except as specifically modified herein, all of the terms and conditions of the Lease shall remain in full force and effect. Unless otherwise provided, all terms utilized in this Third Addendum shall be given the same meaning as contained in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Third Addendum to be executed by their duly authorized representatives as of the date and year first above written.

Witnesses:

Maile Volbert
Linda Ferguson

CITY OF HOMESTEAD:

Will Rued
by: City Manager

Witnesses:

Virginia Leon
Richard Cummings

CONTENDER BOATS, INC.

Joseph Neber
by: Joseph Neber
President

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SECOND ADDENDUM

This Second Lease Addendum is made and entered into this 30 day of December, 1994, by and between the City of Homestead, a municipal corporation, as "Lessor" and Contender Boats, Inc., a Florida corporation, as "Lessee."

Recitals

A. Lessor is the Landlord under that certain Lease Agreement between Lessor and Lessee for premises located in the Park of Commerce dated as of June 7, 1994, as amended by that certain Addendum dated June 7, 1994 (collectively the "Lease.")

B. Lessor and Lessee desire to amend the Lease in accordance with the terms hereof.

Agreement

NOW, THEREFORE, in consideration of Ten Dollars (\$10) and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree:

1. Paragraph 1 of the Lease is hereby modified as follows:

The purpose of this Lease is to provide a location for the construction of the Lessee's business in the area known as the "Park of Commerce" and to, therefore, provide for the continued economic redevelopment of the City of Homestead. Lessee desires to construct one or more buildings on the Property not to exceed thirty feet in height and with an anticipated square footage of between forty thousand (40,000) and fifty thousand (50,000) square feet for the building(s). The building(s) is to be surrounded by a six-foot high fence and shall be used as a warehouse, distribution, manufacturing plant and office facility (the "Proposed Use"). The Lessee agrees that the City of Homestead shall have final approval on the plans for construction of the building(s) and the type of fencing placed around the Property. Lessee desires to commence construction of the Proposed Improvements upon issuance to Lessee of a Building Permit for the Proposed Improvements. The Commencement Date of this Lease shall be the first day of the calendar month following the date upon which Lessor issues to Lessee a certificate of occupancy for the Proposed Improvements, however, Lessee shall have the right to construct and occupy the Proposed Improvements prior to the Commencement Date. Nothing in this Section 1 shall limit Lessee's use of the Property for any lawful purpose which is consistent with Lessor's zoning ordinances.

2. Exhibit "A" to the Lease is amended to delete the legal description contained thereon and to substitute the following legal description therefor:

A portion of "Miami Land Development Company Subdivision" of Section 22, Township 57 South, Range 39 East, Dade County, Florida, according to the Plat thereof recorded in Plat Book 5, Page 10, of the Public Records of Dade County, Florida, being particularly described as follows:

Commence at the Northeast corner of the S.W. 1/4 of said Section 22, said point lying in the center line of the right-of-way of S.W. 142 Avenue as recorded in Official Records, Book 1583, Page 307, of the Public Records of Dade County, Florida; thence S00°26'46"E along the East line of the said S.W. 1/4 of Section 22, Township 57 South, Range 39 East and along the said centerline of S.W. 142nd Avenue for a distance of 563.46 feet; thence S89°33'14"W for 50.00 feet to the point of beginning of the parcel herein described, thence from the above established point of beginning run S00°26'46"W for 356.00 feet; thence run N89°33'14"E for 1223.60 feet to the point of beginning.

3. Paragraph 3 of the Lease is amended to read:

The term of this Lease shall be for a period of fifty (50) years, and shall begin on the Commencement Date, and shall continue thereafter for a period of fifty (50) years. At the end of said fifty (50) year period, Lessee and Lessor may mutually agree to extend the Lease on the terms and conditions agreed to in writing by and between the parties. Each year of the Lease term, beginning on the Commencement Date and each anniversary thereof, shall be referred to as a "Lease Year."

4. Paragraph 4 of the Lease is amended to read as follows:

The Lessee hereby agrees to pay to the Lessor, without demand, at the Lessor's principal place of business, to wit: 790 N. Homestead Boulevard, Homestead, Florida 33030, or at such other place or places as the Lessor may from time to time designate, in writing, the following rent:

A. The Lessee and the Lessor hereby agree by and between themselves for purpose of this Lease, and for no other purpose, that the

Property shall have an actual value of Three Hundred Forty Thousand Dollars (\$340,000). Based upon said actual value of the Property, and based upon mutual agreement from the parties. Lessee shall pay rent to Lessor in each Lease Year beginning on the Commencement Date as follows:

- i) During the first five (5) Lease Years, Lessee shall pay annual rent in the amount of Twenty-Two Thousand Dollars (\$22,000.00). Rent shall be payable in equal quarterly installments of Five Thousand Five Hundred Dollars (\$5,500.00), with the first payment due on the Commencement Date, and each succeeding payment due on the first day of every third month thereafter.
- ii) During the sixth (6th) through tenth (10th) Lease Years, Lessee shall pay annual rent in the amount of Twenty Eight Thousand Dollars (\$28,000.00). Rent shall be payable in equal quarterly installments of Seven Thousand Dollars (\$7,000), with the first payment due on the first day of the sixth (6th) Lease Year, and each succeeding payment due on the first day of every third month thereafter.
- iii) During the eleventh (11th) through fifteenth (15th) Lease Years, Lessee shall pay annual rent in the amount of Thirty Four Thousand Dollars (\$34,000.00). Rent shall be payable in equal quarterly installments of Eight Thousand Five Hundred Dollars (\$8,500), with the first payment due on the first day of the eleventh (11th) Lease Year, and each succeeding payment due on the first day of every third month thereafter.
- iv) During the sixteenth (16th) through twentieth (20th) Lease Years, Lessee shall pay annual rent in the amount of Forty Thousand Dollars (\$40,000.00). Rent shall be payable in equal quarterly installments of Ten Thousand Dollars (\$10,000), with the first payment due on the first day of the sixteenth (16th) Lease Year, and each succeeding payment due on the first day of every third month thereafter.
- v) During the twenty-first (21st) through the fiftieth (50th) Lease Years, Lessee shall pay annual rent in the amount of Fifty Thousand Dollars (\$50,000). Rent shall be payable in equal quarterly

installments of Twelve Thousand Five Hundred Dollars (\$12,500.00), with the first payment due on the first day of the twenty-first (21st) Lease Year, and each succeeding payment due on the first day of every third month thereafter.

- B. In the event that any taxing authority, other than the Lessor, should levy against the subject real property or rent derived therefrom a surcharge, interim tax or other taxes of any nature, except federal or state income taxes, the Lessee herein shall be responsible for the payment of said surcharge, interim tax or other taxes.
 - C. In consideration for the Lessor leasing said property to the Lessee, the Lessee covenants to the Lessor to pay said rent in the above described manner; and to quit and deliver up the Property at the end of said term.
5. Paragraph 6.G. of the Lease is amended to read:

The Lessor shall provide all sanitary sewer, stormwater disposal, potable water, fireflow water, and (except only as set forth in subsection H herein below) all electrical utility services at the boundary of the Property (together called "Utility Services"), in capacities which are fully adequate to serve the Proposed Use of the Proposed Improvements. All Utility Services shall be available for connection at the boundary of the Property not later than May 15, 1995, and Lessee may obtain such connection by compliance with ordinary and customary applications, and agreements to pay ordinary use charges. Without limitation on the foregoing, Lessee shall not be prevented or delayed from connecting to water and sewer services on account of any moratorium in effect on May 15, 1995. The Lessee will pay all of its own connection fees, capital charges, impact fees, or similar charges.

6. Paragraph 6.I. of the Lease is amended to read:

The City of Homestead hereby grants, subject to the restrictions contained herein, an option to Lessee to purchase the Property, for a purchase price of Three Hundred Forty Thousand Dollars (\$340,000). The Lessee agrees that this option shall not be exercised or available to be exercised prior to January 1, 2004, and, upon written request from the Lessor, Lessee shall delay the exercise of its option. Any such written request to delay exercise of the option shall be delivered to Lessee subsequent to January 1, 2003, but prior to July 1, 2003, and such notice shall specify a new date for exercise of

Lessee's option to purchase, which date shall be no later than January 1, 2010. Both parties covenant and agree that at the time the option becomes available to Lessee for exercise, Lessee shall have one (1) year from the date thereof to exercise such option at the purchase price of Three Hundred Forty Thousand Dollars (\$340,000). Upon exercise of the option, Lessee shall be allowed to offset against the purchase price fifty (50%) percent of the rental payments paid by Lessee from the Commencement Date through January 1, 2004, and seventy-five (75%) percent of the rental payments paid by Lessee for the period from January 2, 2004 through the date upon which the option, if exercised, is closed. Notwithstanding the foregoing, under no circumstances shall the purchase price be less than Fifty Thousand Dollars (\$50,000) provided Lessee shall be entitled to a credit for any amounts owed to Lessee pursuant to paragraph 6.N.(a) hereof. Lessee shall pay all closing costs attributable to exercise of this option, including without limitation, documentary stamps and surtax, recording fees, title premiums, and title search charges. After the option has been available for a period of one (1) year, and not exercised by Lessee, then said option shall be null and void. The foregoing notwithstanding, if requested by any lender providing financing to Lessee, or by any of Lessee's partners, the Lessor shall subject its fee simple ownership of the Property to the lien and encumbrance of any mortgage or other instrument encumbering the Property in favor of such lender, and shall promptly execute and deliver such estoppel statements and other customary instruments as Lessee may request in order to obtain such financing.

7. Paragraph 6.J. is amended to read:

The Property now has full and unrestricted access to S.W. 142nd Avenue which the Lessor shall cause to be paved and extended to the boundary of the Property on or prior to May 1, 1995.

8. Paragraph 6.N. is amended to read as follows:

a. Cost to Fill. The Lessor and the Lessee agree that the Lessor shall use its best efforts to work with the Lessee and Gilbert Southern, Inc., the contractor for the Motorsports Complex, to demuck and fill the subject Property. It is currently estimated that it will cost approximately Three Hundred Thousand Dollars (\$300,000) to demuck and fill the Property (not including the cost of the

fill material). The Lessor has arranged for and hereby commits to utilize grant funds to offset the cost of demucking and filling the Property. The amount of grant funds that the Lessor commits to utilize to pay for a portion of the cost of demucking and filling the Property will be Two Hundred Twenty Thousand Dollars (\$220,000), which amount will be paid to Lessee or its contractor in a manner and upon a schedule to be mutually agreed upon between Lessor and Lessee. The Lessor agrees to be responsible for fifty (50%) percent of the remaining cost to fill the Property up to a maximum of Forty Thousand Dollars (\$40,000) as the Lessor's share. Lessor shall not be required to pay its share of the remaining cost to fill the Property until such time as Lessee exercises its option to purchase the Property at which time the amount owed by Lessor shall be deducted from the purchase price of the Property. If the option becomes available, and is not exercised by Lessee, the Lessor shall then promptly pay to Lessee the Lessor's share of the remaining fill cost.

b. Cost of Fill. The fill material to be placed upon the Property originates from other property owned by Lessor. Lessor hereby acknowledges that it is providing the fill material to the Property without charge to Lessee. In consideration for Lessor providing the fill material to Lessee without charge, Lessee hereby agrees to modify its site plan for the Proposed Improvements to provide for a setback of fifty feet from the western right-of-way line of S.W. 142nd Avenue.

9. Lessor is preparing a master form of lease for the Park of Commerce and will provide Lessee with a copy of such lease as soon as possible. If after review of the master lease, Lessee determines that the form of the master lease is acceptable to Lessee, the parties will incorporate the provisions of this Lease into the master lease form. If the form of the master lease is not acceptable to Lessee, Lessee shall be under no obligation to accept the master lease; however, the Parties will meet to attempt to resolve Lessee's objections.

10. Except as specifically modified herein, all of the terms and conditions of the Lease shall remain in full force and effect. Unless otherwise provided, all terms utilized in this Second Addendum shall be given the same meaning as contained in the Lease.

In witness whereof, the parties hereto have caused this Second Addendum to be executed by their duly authorized representatives as of the date and year first above written.

Witnesses:

Charles Robert
Lendi Tjepura

CITY OF HOMESTRAD:

Will Rudd
by: City Manager

Witnesses:

Greg Plais
[Signature]

CONTENDER BOATS, INC.

[Signature]
By: Joseph Neber
President

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THIRD ADDENDUM

This Third Lease Addendum is made and entered into this 31 day of March, 1995, by and between the City of Homestead, a municipal corporation, as "Lessor" and Contender Boats, Inc. a Florida corporation, as "Lessee."

Recitals

A. Lessor is the Landlord under that certain Lease Agreement between Lessor and Lessee for premises located in the Homestead Park of Commerce dated as of June 7, 1994, as amended by that certain Addendum dated June 7, 1994, as further amended by that Second Addendum dated December 30, 1994 (collectively the "Lease.")

B. Lessor and Lessee desire to amend the Lease to correct the legal description contained in paragraph 2 of the Second Addendum to the Lease.

Agreement

NOW, THEREFORE, in consideration of Ten Dollars (\$10) and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree:

1. Paragraph 2 of the Second Addendum, which paragraph modifies Exhibit "A" to the Lease, is amended to substitute the following legal description:

A portion of "Miami Land Development Company Subdivision" of Section 22, Township 57 South, Range 39 East, Dade County, Florida, according to the Plat thereof recorded in Plat Book 5, Page 10, of the Public Records of Dade County, Florida, being particularly described as follows:

Commence at the Northeast corner of the S.W. 1/4 of said Section 22, said point lying in the center line of the right-of-way of S.W. 142 Avenue as recorded in Official Records, Book 1583, Page 307, of the Public Records of Dade County, Florida; thence S00°26'46"E along the East line of the said S.W. 1/4 of Section 22, Township 57 South, Range 39 East and along the said centerline of S.W. 142nd Avenue for a distance of 563.46 feet; thence S89°33'14"W for 50.00 feet to the point of beginning of the parcel herein described, thence from the above established point of beginning run S00°26'46"E for 356.00 feet; thence S89°33'14"W for 1223.60 feet; thence N00°26'46"W for 356.00 feet; thence run N89°33'14"E for 1223.60 feet to the point of beginning.

2. Except as specifically modified herein, all of the terms and conditions of the Lease shall remain in full force and effect. Unless otherwise provided, all terms utilized in this Third Addendum shall be given the same meaning as contained in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Third Addendum to be executed by their duly authorized representatives as of the date and year first above written.

Witnesses:

Maureen Volbert
Jenda Jazou

CITY OF HOMESTEAD:

Will Rued
by: City Manager

Witnesses:

Virginia Loran
Richard Cummings

CONTENDER BOATS, INC.

Joseph Neber
by: Joseph Neber
President

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FOURTH ADDENDUM

This Fourth Lease Addendum is made and entered into this 28th day of May, 1996, by and between the City of Homestead, a Florida municipal corporation (the "Lessor") and Contender Boats, Inc., a Florida corporation (the "Lessee").

Recitals

A. Lessor is the landlord under that certain Lease Agreement between Lessor and Lessee for premises located in the Homestead Park of Commerce, dated as of June 7, 1994, as amended by the following addenda: Addendum to Lease Agreement dated June 7, 1994; Second Addendum dated December 30, 1994; and Third Addendum dated March 31, 1995 (collectively the "Lease").

B. Lessor and Lessee desire to amend the Lease as set forth in this Fourth Addendum:

Agreement

NOW, THEREFORE, in consideration of Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The following language is added to the end of Paragraph 6.L. of the Lease:

Lessor and Lessee acknowledge and agree that the interest of the Lessor in the Property shall not be subject to liens for improvements made by Lessee. Lessee agrees to notify its contractors of this provision as required by Section 713.10 of the Florida Statutes.

2. Except as specifically modified by this Fourth Addendum, all of the terms and conditions of the Lease remain in full force and effect. Unless otherwise provided, all terms utilized in this Fourth Addendum will be given the same meaning as contained in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Addendum to be executed by their duly authorized representatives as of the date and year first above written.

WITNESSES:

Marian Volkeri
Print Name: MARIEEN VOLKERI

Linda Fayant
Print Name: LYNDA FAYANT

WITNESSES:

Virginia Leron
Print Name: Virginia Leron

Rochelle Einhorn
Print Name: ROCHELLE EINHORN

CITY OF HOMESTEAD

By: Will Rudd
Will Rudd, City Manager

CONTENDER BOATS, INC.

By: Joseph Neber
Joseph Neber, President

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LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 22 day of July, 1993, by and between the City of Homestead, a municipal corporation, hereinafter referred to as "Lessor" and Silver Eagle Distributors, Ltd., a Florida limited partnership, hereinafter referred to as "Lessee".

W I T N E S S E T H

1. PURPOSE OF THE LEASE

The purpose of this lease is to provide a location for the reconstruction of the Lessee's business in the area known as the "Park of Commerce" and to therefore provide for the continued economic redevelopment of the City of Homestead. Lessee desires to construct on the Property a one story concrete block and stucco or metal building having approximately 53,000 square feet in floor area, surrounded by an eight foot high fence consisting of masonry and metal bars on the front, and chain link on the rear and sides (the "Proposed Improvements"), for use as a warehouse, distribution and office facility (the "Proposed Use"). Lessee desires to commence construction of the Proposed Improvements on that date (the "Commencement Date") which is thirty (30) days after Lessor's issuance to Lessee of a Building Permit for the Proposed Improvements. Nothing in this Section 1 shall limit Lessee's use of the Property for any lawful purpose which is consistent with Lessor's zoning ordinances.

2. LEASED PREMISES

In consideration of the covenants herein contained, on the part of the Lessee to be kept and performed, the said Lessor hereby leases to the said Lessee the premises described in Exhibit "A" (the "Property"). Said Property shall be a ten (10) acre parcel of property located in the Northwest corner of the Park of Commerce, on filled land.

3. LENGTH OF LEASE

The term of this lease shall be for a period of fifty (50) years, and shall begin on the Commencement Date, and shall continue thereafter for a period of fifty (50) years.

At the end of said fifty (50) year period, said Lessee and Lessor may mutually agree to extend the lease on terms and conditions agreed to in writing by and between the parties, and in addition, may, during the initial fifty (50) year term, enter into such agreements as the parties mutually agree upon for the purchase

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and sale of the leased premises. Any such agreement shall be agreed upon by the parties in a separate document.

4. RENT

The Lessee hereby agrees to pay to the Lessor, without demand, at the Lessor's principal place of business, to wit: 790 N. Homestead Boulevard, Homestead, Florida, 33030, or at such other place or places as the Lessor may from time to time designate, in writing, the following rent:

A. The Lessee and the Lessor hereby agree by and between themselves for purpose of this lease, and for no other purpose, that the Property shall have an actual value of three hundred and forty thousand dollars (\$340,000.00). Based upon said actual value of the Property, and based upon mutual agreement from the parties, the lease amounts shall be as follows:

- i) Annually for the first (1st) five (5) years of the lease, and on the first day of each year during that five (5) year period, the Lessee shall pay to the Lessor the sum of twenty-one thousand dollars (\$21,000.00) for the annual rental on the Property.
- ii) During the second (2nd) five (5) year term of the lease, the Lessor and the Lessee agree that the Lessee shall pay and the Lessor shall accept, the sum of twenty-eight thousand dollars (\$28,000.00) per annum during said five (5) year period.
- iii) Beginning on the first (1st) day of the eleventh (11th) year of the lease and for a five (5) year period thereafter, the Lessee shall pay to the Lessor the sum of thirty-one thousand five hundred dollars (\$31,500.00) annually for each year of said five (5) year period.
- iv) Beginning on the first (1st) day of the sixteenth (16th) year of said lease, and for each year of the ensuing five (5) year period, the Lessee shall pay and the Lessor shall accept, the sum of thirty-five thousand dollars (\$35,000.00) per year as the annual rental.

- v) Beginning on the twenty first (21st) year of said lease, and for the remainder of the term of said fifty (50) year lease, the Lessee shall pay and the Lessor shall accept, the sum of forty thousand dollars (\$40,000.00) per annum as the lease amount for the last thirty (30) years of the initial lease period.
- B. In the event that any taxing authority, other than the Lessor, should levy against the subject real property or rent derived therefrom a surcharge, interim tax or other taxes of any nature, except federal or state income taxes, the Lessee herein shall be responsible for the payment of said surcharge, interim tax or other taxes.
- C. In consideration for the Lessor leasing said property to the Lessee, the Lessee covenants to the Lessor to pay said rent in the above described manner; and to quit and deliver up the Property at the end of said term.

5. SECURITY DEPOSIT

The Lessor and the Lessee agree, that because of the long term nature of the lease, that there shall be no security deposit required by the Lessor of the Lessee.

6. CONSTRUCTION ON THE PROPERTY

(a) Lessor represents and warrants that it has validly adopted ordinances and resolutions zoning the Property in the I (industrial) zoning district, as described in the current zoning code of the Lessor. Such zoning district permits issuance of all necessary permits for development, construction, use and occupancy of the Proposed Improvements, without the necessity for any variance, special exception or other approval which requires a public hearing, other than the public hearing before the Town Council which is required for approval of a site plan for the Proposed Improvements. Lessor is duly empowered and authorized to issue all necessary building permits for development and construction of the Proposed Improvements upon receipt of plans and specifications therefor which comply with the South Florida Building Code and the Building Code of the Lessor ("Plans"), and Lessor is duly authorized to issue a Certificate of Occupancy for the Proposed Improvements upon certification by all necessary agencies of the completion thereof in accordance with the Plans.

(b) Within ninety (90) days after the date of execution of this Lease, the Lessee shall submit to the Lessor proposed Plans

and an application in customary form (together with payment of customary fees) for a building permit. Lessor shall promptly advise Lessee whether any changes are required to the Plans in order to bring them in compliance with the South Florida Building Code and the Building Code of the Lessor. Lessee shall, with reasonable diligence, make any necessary changes to the Plans, the Lessor shall promptly review said changes, and on approval thereof, the Lessor shall promptly issue a building permit to Lessee for construction of the Proposed Improvements in accordance with the Plans.

(c) Lessor shall promptly upon request by Lessee inspect the development and construction of the Proposed Improvements, and shall at all times act reasonably in issuing approvals or setting conditions for approvals of such work. Upon completion of the Proposed Improvements in accordance with the Plans (with any changes thereto approved by the Lessor) the Lessor shall promptly issue a certificate of completion and/or certificate of Occupancy for the Proposed Improvements.

(d) Lessor represents and warrants that the Property is part of a development order for a planned unit development which has already received review and approval under Part I of Fla. Stat. Chapter 380, and that neither the Property, nor any other property with which it may be aggregated requires any further review under Fla. Stat. Chapter 380 as a condition to issuance of all necessary permits for development, construction, use and occupancy of the Proposed Improvements.

(e) Lessor represents and warrants that pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act, Part II of Fla. Stat. Chapter 163 (the "Growth Management Act") and the Comprehensive Plan and Land Development Regulations for the City of Homestead, Florida, which have been duly adopted in accordance with all requirements of the Growth Management Act and the ordinances and regulations of the City of Homestead, Florida, future development orders for the Property are exempt from concurrency review, on the ground that valid development orders for the planned unit development of which the Property is a part were in existence prior to the effective date of concurrency review requirements. Neither the Comprehensive Plan, any of the Land Development Regulations, nor the exemption of the Property is now the subject of any judicial or administrative challenge, and the statutory deadlines for all such challenges have expired. Without limitation of the foregoing, the issuance of all Development Orders required for development, use, and occupancy of the Proposed Improvements is fully authorized, and is not prohibited or limited by the Growth Management Act, the Comprehensive Plan or the Land Development Regulations on any ground whatsoever, including the ground that adequate Public Facilities to serve the Proposed Improvements will not be available concurrently with the impact thereof on such Public Facilities.

Capitalized terms in this Subsection (e) which are not otherwise defined in this lease shall have the meanings given to them in the Growth Management Act.

(f) Lessor represents that all permits, licenses, and other governmental approvals of any nature whatsoever which are required for development, construction, use and occupancy of the Proposed Improvements are and will be available without delay upon proper application, submission of plans conforming to all applicable ordinances and regulations, and payment of customary fees.

(g) The Lessor shall provide all sanitary sewer, storm water disposal, potable water, fire flow water, and (except only as set forth in subsection (h) hereinbelow) all electrical utility services at the boundary of the Property (together called "Utility Services"), in capacities which are fully adequate to serve the Proposed Use of the Proposed Facilities. All Utility Services will be available for connection at the boundary of the Property not later than the Commencement Date, and Lessee may obtain such connection by compliance with ordinary and customary applications, and agreements to pay ordinary use charges. Without limitation of the foregoing, Lessee shall not be prevented or delayed from connecting to water and sewer services on account of any moratorium in effect at the Commencement Date. The Lessee will waive or pay all of its own connection fees, capital changes, impact fees, or similar charges.

(h) The Lessor may have a dispute (the "FPL Dispute") with Florida Power and Light ("FPL") as to whether Lessor or FPL has the right to be the exclusive provider of electrical services to the Property. The FPL Dispute may take many months for resolution, and the outcome probably depends on whether, for purposes of FPL's territorial allocation agreement with Lessor, Lessor is deemed to be the owner of the Property. Lessor will indemnify and hold harmless the Lessee from any and all claims, damages or losses which Lessee may suffer or incur by reason of the FPL Dispute, including without limitation all attorneys' fees and costs (whether or not suit is filed) and losses from any interruption of electrical service to the Property, and any fine, penalty, service fee or similar sum which is due to FPL with respect to any provision of electrical services by Lessor to the Property, or any conversion of electrical services from Lessor to FPL.

(i) The Property now has full and unrestricted access to Commerce Park Boulevard, which the Lessor shall cause to be paved and extended to the boundary of the Property on or prior to April 15, 1994.

(j) The Property is free from contamination by any materials which now or hereafter will require the owner of the

Property to pay any sum or incur any liability for cleanup, removal, or mitigation under any applicable state, local or federal laws, ordinances or regulations.

(k) The condition of the soil on the Property will support development and construction of the Proposed Improvements without the necessity for any fill, compaction, special foundation, or other preparation.

(l) The cost of constructing the Proposed Improvements shall be borne solely by the Lessee, and the Lessor shall not be responsible for any cost of the Improvements, or be responsible for any maintenance of the interior or exterior of the Improvements, or any landscaping placed on the Property. All expenses occasioned by the construction of the Improvements, and any replacements thereof and/or additions thereto shall be borne by the Lessee.

(m) Lessor and the Lessee covenant and agree, that at the end of the term of this lease, or any extensions thereof, without the purchase of the Property by the Lessee from the Lessor, all permanent improvements located on the Property, and title thereto, shall pass to the Lessor. The Lessor and the Lessee agree that the Lessee may remove all equipment, furnishings and fixtures except that no air conditioning, electrical, plumbing or other fixtures as placed in the building that would render the building to be uninhabitable by a subsequent tenant or by the Lessor, shall be removed. These fixtures shall, at the termination of this lease, become the property of the Lessor. The Lessor hereby agrees that there shall be no personal property taxes asserted by the Lessor against the Lessee for the improvements on the Property, and no real estate property taxes shall be assessed as the Property is owned by the Lessor, an exempt body.

7. TITLE TO THE PROPERTY. Lessor has good, marketable and insurable fee simple title to the Property, subject to no liens or encumbrances whatsoever, and subject to no covenants, conditions, easements, restrictions, boundary overlaps or encroachments or similar matters which will adversely affect the development, construction, use or occupancy of the Proposed Improvements. Lessee acknowledges that Lessor retains the right to aesthetic review of the Proposed Improvements, including but not limited to fencing, and Lessor covenants to exercise such right reasonably and without delay. Lessor and Lessee will join in any declaration of restrictions covering the Park of Commerce planned area development, which provides for reasonable restrictions and conditions on use of the Property, and all other land in the development, which use restrictions are reasonably designed to maintain the value of properties in the development, and to eliminate undesirable uses such as nightclubs, junkyards and the like.

8. REAL ESTATE TAXES

Because the Property is owned by the Lessor, a Florida municipal corporation, that is exempt from the payment of real estate taxes, no real estate taxes shall be assessed and/paid by the Lessee, unless, and except, should a court of competent jurisdiction, in the state of Florida determine that real estate taxes are due and owing on said Property, then, in that event, the Lessee shall be solely responsible for the payment of said taxes, or, may, in its option, elect to terminate the lease agreement with the Lessor upon one (1) years written notice; during said period of time the Lessee shall be responsible for the real estate taxes that may be due and owing at that time.

9. INSURANCE

The Lessee hereby covenants and agrees to maintain on the Property hazard, fire, extended coverage liability and flood (if required), and to name the Lessor as an additional insured. Liability coverage shall not be less than \$300,000/500,000.

A copy of all the master policies above mentioned shall be forwarded to the Lessor for filing as shall be forwarded a declaration for each policy showing the Lessor as a named insured and providing for thirty (30) days written notice prior to cancellation of said policy to be given by the insurance carrier to the Lessor.

10. DESTRUCTION OF PROPERTY

The Lessor and the Lessee covenant and agree that should the improvements constructed by the Lessee on the Property be damaged by fire, the elements, unavoidable accident, or other casualty, whether or not thereby rendered untenable in whole or in part, the Lessee shall promptly cause such damage to be repaired, and the rent for said Property shall not be abated; if, by any reason of such occurrence, the Property shall be rendered untenable in whole or in part, and the Lessee should desire not to reconstruct the Property, then the Lessee, at their sole cost and expense, may elect to terminate the lease with the Lessor, upon sixty (60) days written notice given by the Lessee to the Lessor, and shall deliver the Property to the Lessor, with payment or assignment of all insurance proceeds.

11. HOLDING OVER

Any holding over after the expiration of the term hereof, or any options exercised hereunder, with the consent of the Lessor, shall be construed to be a tenancy from month to month at the rent herein specified, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

- A. All rights and liabilities herein given to, or imposed upon, the respective parties hereto, shall extend to and bind the respective heirs, executors, administrators, successors and assigns of the said parties.
- B. No rights, however, shall inure to the benefit of any assignee of the Lessee, unless such assignment has been approved by the Lessor, in writing.

12. QUIET ENJOYMENT

Upon payment by the Lessee of the rents herein provided, and upon the observance performance of all of the covenants, terms and conditions on the Lessee's part to be observed and performed, the Lessee shall peacefully and quietly hold and enjoy the Property for the term hereby demised without hinderance or interruption by the Lessor or any other person or persons lawfully or equitably claiming by, through or under the Lessor, subject nevertheless to the terms and conditions of this lease.

13. SURRENDER OF PROPERTY

On the last day of the term demised, or on the sooner termination thereof, the Lessee shall peaceably surrender the Property in good order, condition and repair, broom-clean fire and other unavoidable casualty, reasonable wear and tear alone excepted, surrender all keys for the Property to the Lessor of the place then fixed for the payment of rent.

Before surrendering the Property as aforesaid, the Lessee shall repair any damage to the Property caused hereby in accordance with the maintenance paragraph as set forth hereinabove, the only damages that the Lessee shall be responsible to repair shall be those items which the Lessee was required to maintain under the terms and provisions of this lease.

14. NOTICES

Any notice required or permitted under this lease shall be deemed sufficiently given or served if served personally or by certified or registered mail, postage prepaid, addressed to the Lessor at the address where rent was last payable, and any notice by the Lessee shall be served in a similar manner, such notice being addressed to the Lessee at the Property or at such other address as the Lessee shall designate by written notice.

15. WAIVER

No mention in this lease of any specific right or remedy shall preclude the Lessor from exercising any other right or from having any other remedy or from maintaining any action to which it may be

otherwise entitled, either at law or in equity; and the failure of the Lessor to insist in any one or more instances upon a strict performance of any covenant, shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect, unless the contrary is expressed, in writing by the Lessor.

16. ATTORNEY'S FEES

In the event of litigation between the parties, arising out of this lease, the prevailing party shall be entitled to attorney's fees and costs.

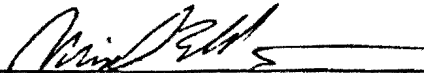
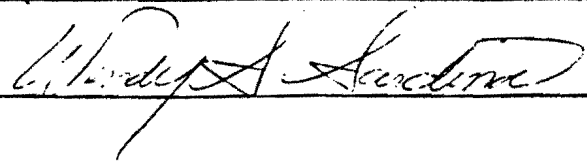
17. MISCELLANEOUS PROVISIONS

- A. The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of such term, covenant or condition. Any subsequent acceptance of rent hereunder by the Lessor shall not be deemed to be a waiver of any preceding breach by the Lessee of any term, covenant or condition of this lease, other than the failure of the Lessee to pay the particular rental so accepted, regardless of the Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this lease shall be deemed to have been waived by either party, unless such waiver be in writing by that party.
- B. No payment by the Lessee or receipt by the Lessor of lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check, or any letter accompanying any check or payment as rent, be deemed in accord and satisfaction, and the Lessor's right to recover the balance of such rent or pursue any other remedy in this lease provided.
- C. If any term, covenant or condition of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

- D. It is understood and agreed between the parties hereto that time is of the essence of all of the terms and provisions of this lease.
- E. This lease contains the entire agreement between the parties and any executory agreement hereafter made shall be ineffective to change, modify or discharge it, in whole or in part, unless such executory agreement is in writing and signed by the parties against whom enforcement of the change, modification or discharge is sought.
- F. Notwithstanding anything to the contrary, that may contain in this lease, all repairs (including, but not limited to, plumbing electrical, air conditioning, etc.), remodeling and alterations are at the sole expense of the Lessee.
- G. Lessee may use the Property for any lawful purpose. Lessee has the absolute right to assign this Lease, or sublet all or any portion of it. Lessee has the absolute right to mortgage the leasehold estate, and in such event Lessor shall promptly upon request give to the holders of such mortgages: (i) a written estoppel statement, specifying the date to which rent has been paid under this Lease, whether any defaults exist hereunder, and specifying such defaults (if any) and the curative actions required; and (ii) a written agreement to give notice to such mortgagees of any defaults, and to accept curative performance from such mortgagees.
- H. Notwithstanding any contrary provision of this Agreement, if the Lessor is in default of any of its obligations under this Lease at the Commencement Date, or if the Commencement Date has not occurred on or prior to September 30, 1993 (with extension for any delay caused solely by Lessee) then, in addition to any other remedies of the Lessee, the Lessee may cancel this Agreement.
- I. Lessor represents and warrants that its execution and delivery of this lease has been duly authorized

by all necessary action of the City Council of the
City of Homestead, Florida.


Signed, Sealed and delivered
in the presence of:

"LESSOR":

CITY OF HOMESTEAD

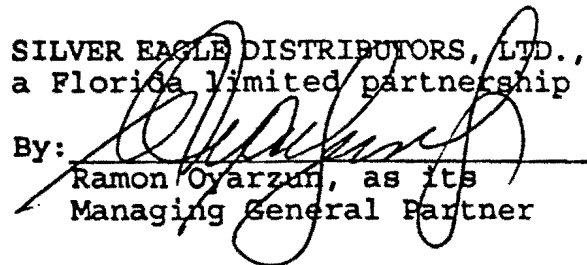
By: 
City Manager

Attest: 
City Clerk

(Corporate Seal)

"LESSEE":

SILVER EAGLE DISTRIBUTORS, LTD.,
a Florida limited partnership

By: 
Ramon Oyarzun, as its
Managing General Partner

HTCCSECH.LA3

LEGAL DESCRIPTION
SILVER EAGLE DISTRIBUTORS, LTD.
AT THE
VILLAGES OF HOMESTEAD

A PARCEL OF LAND BEING A PORTION OF BLOCK 1, SECTION 21, TOWNSHIP 57 SOUTH, RANGE 39 EAST AS SHOWN ON THE "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 10 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 21; THENCE N89°31'49"E ALONG THE NORTH LINE OF SAID NORTHEAST ONE-QUARTER FOR 20.00 FEET TO AN INTERSECTION WITH THE CENTERLINE OF KINGMAN ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 13410 AT PAGE 145 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID INTERSECTION BEING ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND BEARING N89°34'54"E FROM THE CENTER OF SAID CURVE; THENCE SOUTHERLY ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE HAVING A RADIUS OF 2555.93 FEET AND A CENTRAL ANGLE OF 3°42'12" FOR 165.21 FEET TO A POINT ON THE ARC OF SAID CURVE, SAID POINT BEARING S85°52'42"W FROM THE CENTER OF SAID CURVE; THENCE N85°52'42"E ALONG SAID RADIAL LINE FOR 55.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID KINGMAN ROAD, SAID POINT BEING AT THE POINT OF TANGENCY; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2500.93 FEET AND A CENTRAL ANGLE OF 8°24'51" FOR 367.27 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE N80°51'30"E FOR 312.88 FEET TO AN INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, SAID POINT BEARING S71°36'24"W FROM THE CENTER OF SAID CURVE; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 63.50 FEET AND A CENTRAL ANGLE OF 126°35'41" FOR 140.30 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 55°12'23" FOR 24.09 FEET TO THE POINT OF TANGENCY; THENCE S89°46'53"E FOR 183.25 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 84°02'17" FOR 36.67 FEET TO THE POINT OF TANGENCY; THENCE S5°44'36"E FOR 361.58 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 921.25 FEET AND A CENTRAL ANGLE OF 17°47'03" FOR 285.95 FEET TO A POINT ON THE ARC OF SAID CURVE; SAID POINT BEARING S64°53'51"W FROM THE CENTER OF SAID CURVE; THENCE S67°07'33"W FOR 491.63 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF KINGMAN ROAD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO (2) COURSES: (1) N25°28'26"W FOR 299.91 TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; (2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2500.93 FEET AND A CENTRAL ANGLE OF 12°56'17" FOR 564.74 FEET TO THE POINT OF BEGINNING, CONTAINING 10.00 ACRES MORE OR LESS.

SAID PARCEL BEING SUBJECT TO ANY/ALL RESERVATIONS, DEDICATIONS, COVENANTS AND EASEMENTS.

04-811.90

EXHIBIT
"A"

000211

OPTION AGREEMENT

This Option Agreement is made and entered into this 22 day of July, 1993, by and between the CITY OF HOMESTEAD, a municipal corporation under the laws of Florida ("Grantor") and SILVER EAGLE DISTRIBUTORS, LTD., a Florida limited partnership ("Grantee").

In consideration of their mutual covenants set forth hereinafter, and in consideration of that separate Lease Agreement between Grantor and Grantee dated of even date herewith (the "Lease"), the Grantor and Grantee hereby agree as follows:

1. Grant to Option. Subject to the terms set forth hereinafter, the Grantor hereby grants to the Grantee the exclusive right and option to purchase (the "Option") that certain parcel of real property described on Exhibit "A" attached hereto (the "Land"), together with all improvements now or hereafter existing hereon and all related furniture, fixtures and equipment (the "Improvements"). The Land and the Improvements, together with all rights, easements, privileges and appurtenances pertaining or belonging thereto, are together hereinafter called the "Property."

2. Price. The purchase price for the Property shall be the sum of \$340,000.00 (the "Price"), subject to prorations and adjustments, and the Grantee's right of offset, all as set forth hereinafter.

3. Term and Exercise of Option. The Grantee may exercise the Option by written notice delivered to the Grantor (the "Notice of Exercise") at any time which is after October 1, 1994 and prior to July 1, 2014 (the "Termination Date").

4. Closing Date. The closing of the purchase and sale of the Property (the "Closing") shall be on that date (the "Closing Date") which is thirty (30) days after delivery of the Notice of Exercise, at the office of the Grantee's counsel in Miami, Florida.

5. Closing Conditions.

(a) Deed. At the Closing, the Grantor shall convey good marketable and insurable title to the Property by statutory general warranty deed, free and clear of all liens, encumbrances, mortgages, encroachments, overlaps, boundary line disputes, easements, restrictions, limitations, security interests, claims, reversions, licenses, leases, or other possessory rights of any kind or nature, and free and clear of any and all other matters of any kind whatsoever which may affect title, except matters which do not impair marketability or interfere with use of the Property for industrial, warehouse, and office purposes.

(b) Bill of Sale. At the Closing, Grantor shall also execute a general warranty bill of sale for all personal property, free and clear of all rights and claims whatsoever.

(c) Other Items. At the Closing, Grantor shall also execute and deliver a closing statement, a seller's affidavit in customary form, and such other documents as are ordinary and customary for closings of real property in Dade County, Florida.

(d) Costs and Prorations. At the Closing, Grantee shall receive a credit against the Price for all documentary stamps and surtax imposed on the conveyance of the Property, together with all other customary prorations and adjustments.

6. Right of Offset. Grantee shall, unless it expressly elects in writing at the closing to pursue other remedies, receive a credit against the Price equal to the full unpaid cost to cure or correct any inaccuracies in the representations and warranties of the Grantor as the Lessee under the Lease. If there is any disagreement between the parties as to whether any such inaccuracy exists, or as to the cost of correcting or curing any such inaccuracy, the Closing shall nevertheless occur in accordance with this Agreement, but the net proceeds of the Price payable to the Grantor (the "Escrow Fund") shall be placed in escrow with Valdes-Fauli, Cobb, Bischoff & Kriss, P.A. (the "Escrow Agent") pursuant to an escrow agreement satisfactory in form and content to all parties, whereunder the Escrow Agent shall invest the Escrow Fund in an interest-bearing bank account, and pay the proceeds only as directed in writing by Grantor and Grantee, or as ordered by a court of competent jurisdiction pursuant to a final, non-appealable order, judgment or decree. Except to the extent that Grantee receives full credit under this Section 6, nothing herein shall prevent Grantee from recovering or seeking recovery of Grantee's damages for breach of any representation or warranty of Grantor under the Lease.

7. Recording. The parties shall record in the Public Records of Dade County, Florida a memorandum setting forth the principal terms of this Agreement and the Lease, and attaching a legal description of the Land.

8. No Conveyance or Encumbrance. Grantor shall not, at any time from the date of this Agreement until that date which is ninety (90) days after any expiration or termination of the Option, grant, suffer, or permit any conveyance, encumbrance, or other transfer of any nature whatsoever of all or any part of its rights with respect to the Property, and any such transfer shall be of no effect and void.

9. No Brokers. Each party represents to the other that it has not incurred liability to any broker on the transaction of which this Agreement is a part, and each party will indemnify and hold the other harmless from any breach of its own representation.

10. Miscellaneous.

(a) Construction. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not construe this Agreement against one party more strictly, it being agreed that the representatives of each party have participated in the preparation of this Agreement and that each party hereto consulted with independent legal counsel of its own selection prior to its execution of this Agreement.

(b) Notice. All notices provided for herein may be by hand (or courier) delivery, by confirmed fax to the fax numbers above, or by certified or registered-return receipt requested mail, addressed as follows:

If to Grantee:

Silver Eagle Distributors, Ltd.
ATTN: Mr. Ramon Oyarzun,
Managing General Partner
7227 N.W. 32nd Street
Miami, Florida 33122
Fax: (305) 592-8303

With a copy to:

Thomas C. Cobb, Esq.
Valdes-Fauli, Cobb, Bischoff
& Kriss, P.A.
Suite 3400 - One Biscayne Tower
Two South Biscayne Boulevard
Miami, FL 33131-1897
Fax: (305) 376-6010

If to Grantor:

Alex Muxo, Jr.
City Manager
City of Homestead
790 North Homestead Blvd.
Homestead, FL 33030
Fax: (305) 246-3241

Notice to any party shall be deemed completed upon hand delivery to it, confirmed fax delivery, or five business days after depositing the same with the United States Postal Service, addressed to that party with the proper amount of postage affixed thereto, registered or certified mail, return receipt requested. Receipt of any notice by any law firm listed above to receive copies of notices to a party shall constitute actual receipt of such notice by that party.

(c) Modification and Waiver. No provision of this Agreement shall be amended, waived or modified except by an instrument in writing signed by the parties hereto.


(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.


(e) Attorneys Fees and Costs. In any action which either party brings against the other to enforce its rights under this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs from the non-prevailing party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth hereinabove.

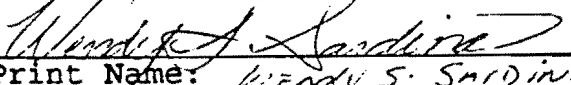
Witnesses:

CITY OF HOMESTEAD, a municipal corporation

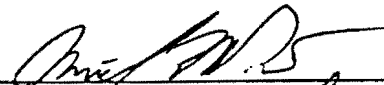

Print Name: MICHAEL E. GUTHRIE

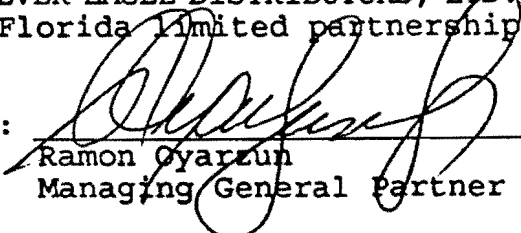
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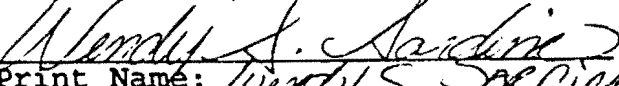
Its: CITY MANAGER


Print Name: WENDY S. SARDINA

SILVER EAGLE DISTRIBUTORS, LTD.,
a Florida limited partnership


Print Name: MICHAEL E. GUTHRIE

By: 
Ramon Oyarzun
Managing General Partner


Print Name: WENDY S. SARDINA

Attachment: Exhibit A

HTCCSEHOMEST.OP2

LEGAL DESCRIPTION
SILVER EAGLE DISTRIBUTORS, LTD.
AT THE
VILLAGES OF HOMESTEAD

A PARCEL OF LAND BEING A PORTION OF BLOCK 1, SECTION 21, TOWNSHIP 57 SOUTH, RANGE 29 EAST AS SHOWN ON THE "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 10 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 21; THENCE N89°31'49"E ALONG THE NORTH LINE OF SAID NORTHEAST ONE-QUARTER FOR 20.00 FEET TO AN INTERSECTION WITH THE CENTERLINE OF KINGMAN ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 13410 AT PAGE 145 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID INTERSECTION BEING ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND BEARING N89°34'54"E FROM THE CENTER OF SAID CURVE; THENCE SOUTHERLY ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE HAVING A RADIUS OF 2555.93 FEET AND A CENTRAL ANGLE OF 8°42'12" FOR 165.21 FEET TO A POINT ON THE ARC OF SAID CURVE, SAID POINT BEARING S85°52'42"W FROM THE CENTER OF SAID CURVE; THENCE N85°52'42"E ALONG SAID RADIAL LINE FOR 55.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID KINGMAN ROAD, SAID POINT BEING AT THE POINT OF TANGENCY; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2500.93 FEET AND A CENTRAL ANGLE OF 8°24'51" FOR 367.27 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE N80°51'30"E FOR 312.88 FEET TO AN INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, SAID POINT BEARING S71°36'24"W FROM THE CENTER OF SAID CURVE; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 63.50 FEET AND A CENTRAL ANGLE OF 126°35'41" FOR 140.30 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 55°12'23" FOR 24.09 FEET TO THE POINT OF TANGENCY; THENCE S89°46'53"E FOR 183.25 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 84°02'17" FOR 36.67 FEET TO THE POINT OF TANGENCY; THENCE S5°44'36"E FOR 361.58 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 921.25 FEET AND A CENTRAL ANGLE OF 17°47'03" FOR 285.95 FEET TO A POINT ON THE ARC OF SAID CURVE, SAID POINT BEARING S64°53'51"W FROM THE CENTER OF SAID CURVE; THENCE S67°07'33"W FOR 491.63 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF KINGMAN ROAD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO (2) COURSES: (1) N25°28'26"W FOR 299.91 TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; (2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2500.93 FEET AND A CENTRAL ANGLE OF 12°56'17" FOR 564.74 FEET TO THE POINT OF BEGINNING, CONTAINING 10.00 ACRES MORE OR LESS.

SAID PARCEL BEING SUBJECT TO ANY/ALL RESERVATIONS, DEDICATIONS, COVENANTS AND EASEMENTS.

04-811.90

EXHIBIT
"A"

000216

AGREEMENT

THIS AGREEMENT, entered into this 7th day of August, 1967, by and between the CITY OF HOMESTEAD, FLORIDA, a municipal corporation (herein called "City"), and FLORIDA POWER & LIGHT COMPANY, a Florida corporation (herein called "Company"):

WHEREAS, the City and Company have electric distribution systems which serve electricity to customers who are located close to each other, and

WHEREAS, heretofore there has been no definition of service areas of each of the parties, and

WHEREAS, as a result there have been and, if there is not now an agreement as to service areas, there will in the future continue to be uneconomical duplications of plant and facilities and expansion into areas served by the competing parties, which in turn result in avoidable economic waste and expense,

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree that:

1. There is attached, as a part hereof, a map of the City and surrounding areas, designated Exhibit "A". The service area of the City shall be the area within the heavy line marked in red on Exhibit "A", which area is the area bounded by :

Beginning at the center lines of the intersection of Tallahassee Road (S.W. 137th Avenue) and North Canal Drive (S.W. 323th Street) and extending westward on North Canal Drive to the center line of Tower Road (S.W. 192nd Avenue), northward along said center line of Tower Road to the center line of Waldin Drive (S.W. 256th Street), eastward to the center line of Kingman Road (S.W. 152nd Avenue), southward to the center line of Biscayne Drive (S.W. 293th Street). From this point westward to the center line of Newton Road (S.W. 157th Avenue), southward to the center line of Kings Highway (S.W. 304th Street), eastward to the center line of Tallahassee Road (S.W. 137th Avenue), southward to the point of beginning at North Canal Drive (S.W. 323th Street).

The service area of the Company shall be all of the area outside the boundaries of the service area of the City.

2. The City and the Company agree that each will not serve or offer to serve a customer outside its service area. Whenever a customer applies for service to the party not serving the area of the customer, it is agreed that the Company or the City, as the case may be, shall refer the customer promptly to the other.

3. The parties acknowledge that the Company is regulated by the Florida Public Service Commission and that it will have to apply to the Commission for the approval of this Agreement, but the parties, nevertheless, agree that this Agreement shall become effective on the date hereof and that the parties shall abide by the terms hereof and be bound hereby pending such approval.

4. Notwithstanding the provisions of Section 2, any applications for service in the service area of the other, which applications have been made before the date of this Agreement shall be acted upon by the party to whom the application was made. Such applications which are made after today and before final approval hereof by the Commission shall be reviewed and discussed by both parties and an agreement reached as to each application as to which party shall provide the service.

5. If an order of the Commission is entered approving this Agreement and the order becomes final, then as promptly as possible, each party shall transfer to the other those of its facilities which are serving customers located in the service area of the other. Each party agrees to purchase from the other all such facilities. Each party shall promptly make the appropriate connections, disconnections, extensions of facilities and other arrangements to accomplish these transfers so that all of the

customers and facilities therefor of one party which are located in the service area of the other party shall be transferred to and purchased by such other party, and vice versa. Each party agrees that from time to time upon the transfer of any facilities to it by the other party, it will promptly pay the other party the amount of the original cost of the facilities then transferred less depreciation. Customers' deposits of customers who are to be transferred shall be refunded to the customer at the time of transfer. If any customer who is to be transferred should refuse to complete an application for service with the party to whom such customer is being transferred, such party shall, nevertheless effect the transfer and serve such customer.

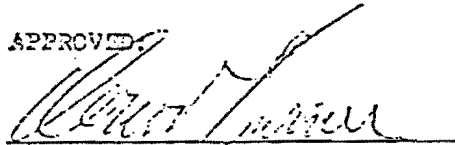
6. If at any time hereafter, the City limits of the City should be extended beyond the service area of the City and into the service area of the Company, the City agrees that the Company shall continue to serve such area and that it will continue to be in the service area of the Company under this Agreement, even though it would then be within the City.

7. The Company may continue to have its transmission lines and feeders located within the service area of the City, and the Company may, from time to time, locate substations and transformers and install transmission lines or feeders and other facilities in the service area of the City, so long as none of such facilities are used by the Company to provide service to customers located in the service area of the City.


8. Notwithstanding the provisions of paragraph 6 hereof, it is agreed that the City shall supply power to and, for purposes of this Agreement, shall consider that the Homestead Housing Authority Labor Camp located on the Easterly side of Tallahassee Road (S.W. 137th Avenue) is within the service area of the City,

including any additions to or extensions of said facilities of the Homestead Housing Authority. [The City's right to furnish service to City-owned facilities, or those owned by agencies deriving their power through and from the City (including but not limited to the Homestead Housing Authority) may be served by the said City, notwithstanding that the said facilities are located within the service area of the Company.]

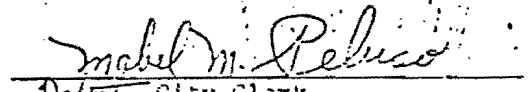
APPROVED:


City Attorney.

CITY OF HOMESTEAD, FLORIDA.

By 
Mayor

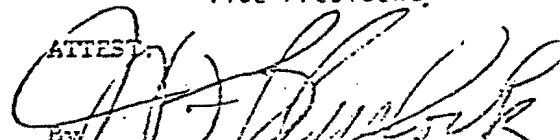
ATTEST:


Deputy City Clerk

FLORIDA POWER & LIGHT COMPANY

By 
Vice-President.

ATTEST:


Secretary

W.C.
S.C.

AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared, JAMES L. SWARTZ, who, having been by me first duly sworn, deposes and says:

1. I have personal knowledge of the facts attested to herein.
2. I am over the age of 21 years and I am *sui juris*.
3. I am the Director of Utilities for the City of Homestead, Florida ("City").
4. The City is currently installing and providing electric service to city-owned street lights inside the city limits in the area immediately surrounding the city-owned Park of Commerce and the City will be installing approximately [20] street lights in the Park of Commerce in a few months and furnishing electric service to those street lights. This installation and furnishing of electric service to the street lights in the Park of Commerce has been part of the development plan by the City for the Park of Commerce since its inception.
5. The City furnishes city water and city sewer service to the Park of Commerce. This furnishing of city water and city sewer services through city-owned water and sewer facilities to the Park of Commerce has been part of the development plan for the Park of Commerce since its inception.
6. The City has two (2) sewer lift stations located in the Park of Commerce for pumping sewage from the Park of Commerce to the City's sewage treatment plant. These sewer lift stations have been part of the development plan for the Park of Commerce since its inception. The City is

providing the electric service to these sewer lift stations. A copy of the engineering diagram depicting these city-owned water and sewer facilities is attached hereto as Exhibit "A."


7. The attached map of the Park of Commerce shows:

- (a) the City streets,
- (b) the existing and future locations of the City-owned street lights,
- (c) the City's sewer lift stations, and
- (d) the existing City-owned facilities which the City provides electrical services for.

8. Upon information and belief, the City-owned electrical distribution system by which the City provides electrical services to the above was constructed and operational prior to the construction by FPL of its distribution lines which lead to the Park of Commerce.

9. Construction began on the City-owned electrical distribution system by which the City provides electrical services to the Park of Commerce in 1993 and it has been operational since 7
25, 1994

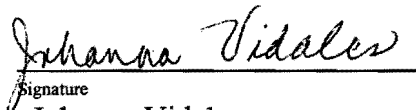
FURTHER AFFIANT SAYETH NAUGHT.



JAMES L. SWARTZ

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 5th day of August, 1997, by JAMES L. SWARTZ, who is personally known to me or who has produced _____ as identification, who did take the oath and who ~~did swear or affirm~~ that the facts set forth above are true and correct.



Signature

Johanna Vidales

Print or type name.

NOTARY PUBLIC

My Commission # CC517817

Expires: 12-13-99

RAR note: Exhibit A (a large, folded map) to James Swartz's affidavit was forwarded to Supreme Court as part of record on appeal. It is located in Volume 2 of the record, and will be returned with the rest of the record when the Court makes its ruling in the appeal.
kf - 2/23/99

223-A

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared, MICHAEL E. WATKINS, who, having been by me first duly sworn, deposes and says:


1. I have personal knowledge of the facts attested to herein.
2. I am over the age of 21 years and I am *sui juris*.
3. I am the City Attorney for the City of Homestead.
4. I am aware that FPL contests that the City's authority to serve Silver Eagle

Distributors, Ltd. and Contender Boats, Inc. based upon its interpretation of Paragraph 8 of the Territorial Agreement. That paragraph states as follows:

8. Notwithstanding the provisions of paragraph 6 hereof, it is agreed that the City shall supply power to and, for the purposes of this Agreement, shall consider that the Homestead Housing Authority Labor Camp located on the Easterly side of Tallahassee Road (S.W. 137th Avenue) is within the service area of the City, including any additions to or extensions of said facilities of the Homestead Housing Authority. The City's right to furnish service to City-owned facilities, or those owned by agencies deriving their power through and from the City (including but not limited to the Homestead Housing Authority) may be served by the City, notwithstanding that the said facilities are located within the service area of the Company.

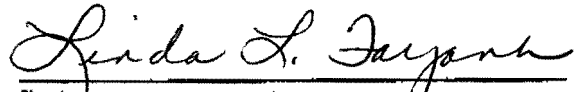
5. The City of Homestead does not currently own the real property on which the Homestead Housing Authority Labor Camp is located (the easterly side of Tallahassee Road - S.W. 137th Avenue) referred to in Paragraph 8 of the Territorial Agreement, nor did the City own said real property at the time of execution of said Territorial Agreement or at anytime thereafter. The Homestead Housing Authority is a separate corporate entity and not a division of the City of Homestead.

FURTHER AFFIANT SAYETH NAUGHT.


MICHAEL E. WATKINS

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 18th day of September, 1997, by MICHAEL E. WATKINS, who is personally known to me or who has produced _____ as identification, who did take an oath and who did swear or affirm that the facts set forth above are true and correct.


Signature _____
LINDA L. FAYANT
Print or type name.
NOTARY PUBLIC
My Commission # _____
Expires: _____

