Fill in this information to identify the case:

Debtor West Marine Products, Inc.

United States Bankruptcy Court for the: _____ District of Delaware (State)

Case number 26-10801

Modified Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

Andrew S. Messick & Audrey Messick

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Andrew S. Messick & Audrey Messick 4700 Gulf Shore Boulevard North Naples, Florida 34103, USA	
Contact phone (239) 826-5686	Contact phone _____
Contact email agelazis@aol.com	Contact email _____
(see summary page for notice party information)	

Uniform claim identifier (if you use one):

_ _

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing? _____

26108012610290000000000004

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ 204,012.75 . **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Lease

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☐ No

☑ Yes. **Amount necessary to cure any default as of the date of the petition.** $ 7,741.16

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____

26108012610290000000000004

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check all that apply:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/29/2026
MM / DD / YYYY

/s/Ethan R West, Esq.
Signature

Print the name of the person who is completing and signing this claim:

Name: Ethan R West, Esq.
First name Middle name Last name

Title: Associate

Company: Thompson Lewis Law Firm, PLLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: Thompson Lewis Law Firm, PLLC, 745 12th Avenue South, Naples, Florida, 34102, USA

Contact phone (239) 316-3006 Email ewest@tllfirm.com

26108012610290000000000004

Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-1786 | International (310) 751-2686

Debtor:
26-10801 - West Marine Products, Inc.
District:
District of Delaware

Creditor:
Andrew S. Messick & Audrey Messick
4700 Gulf Shore Boulevard North
Naples, Florida, 34103
USA
Phone:
(239) 826-5686
Phone 2:
Fax:
Email:
agelazis@aol.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Authorized agent

Disbursement/Notice Parties:

Ethan R. West, Esq.
Thompson Lewis Law Firm, PLLC
745 12th Avenue South
Suite 105
Naples, Florida, 34102
USA
Phone:
(239) 316-3006
Phone 2:
Fax:
E-mail:
ewest@tllfirm.com

Douglas A. Lewis, Esq.
Thompson Lewis Law Firm, PLLC
745 12th Avenue South
Suite 105
Naples, Florida, 34102
USA
Phone:
(239) 316-3006
Phone 2:
Fax:
E-mail:
doug@tllfirm.com

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Lease

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
204,012.75

Includes Interest or Charges:
No

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No

Amount of 503(b)(9):
No

Based on Lease:
Yes, 7,741.16

Subject to Right of Setoff:
No

Nature of Secured Amount:

Value of Property:

Annual Interest Rate:

Arrearage Amount:

Basis for Perfection:

Amount Unsecured:

VN: 8A764D28143B1DD197C961C1F83DCFB1

Submitted By:

Ethan R West, Esq. on 29-Oct-2026 11:13:01 a.m. Pacific Time

Title:

Associate

Company:

Thompson Lewis Law Firm, PLLC

Optional Signature Address:

Thompson Lewis Law Firm, PLLC
745 12th Avenue South
Naples, Florida, 34102
USA

Telephone Number:

(239) 316-3006

Email:

ewest@tllfirm.com

INDEX OF EXHIBITS FOR ANDREW S. MESSICK

Exhibit A	Proof of Claim Addendum
Exhibit B	Second Amendment of Lease Agreement
Exhibit C	First Amendment of Lease Agreement
Exhibit D	Lease Agreement
Exhibit E	Ad Valorem Taxes 2026

EXHIBIT A

PROOF OF CLAIM ADDENDUM

CASE NAME:	WEST MARINE, INC.	**LOCATION:**	1001 W. New Haven Ave., West Melbourne, FL 32904
CASE NUMBER:	26-10794		

General Information:

Landlord Name:	Andrew S. Messick
Property Location:	1001 W. New Haven Ave., West Melbourne, FL 32904
Tenant Name:	West Marine Products, Inc.
Store No.:	1262
Petition Date:	5/17/2026
Lease Expiration Date:	4/30/2029
Lease Rejection Date:	9/30/2026

Claim Information:	Total Rent & Charges
Unsecured Non-Priority Rejection Claim Amount: (Section 502(b)(6)(A))	$ 196,271.59
Unsecured Non-Priority Pre-Petition Claim Amount: (Section 502(b)(6)(B))	$ 7,741.16
Subtotal Unsecured Claims	$ 204,012.75
TOTAL CLAIM AMOUNT [1]	**$ 204,012.75**

[1] Claimant reserves the right to supplement or amend this claim from time to time and at any time hereafter.

PROOF OF CLAIM ADDENDUM

PRE-PETITION CHARGES

CASE NAME: WEST MARINE, INC.
CASE NUMBER: 26-10794
LOCATION: 1001 W. New Haven Ave., West Melbourne, FL 32904

DATE OF CHARGE	DESCRIPTION OF CHARGE	AMOUNT DUE
5/17/2026	May 2026 Rent (5/1/2026-5/16/2026)	$ 7,741.16

TOTAL PRE-PETITION CHARGES: $ 7,741.16

PROOF OF CLAIM ADDENDUM

REJECTION DAMAGES

CASE NAME: WEST MARINE, INC.
CASE NUMBER: 26-10794
LOCATION: 1001 W. New Haven Ave., West Melbourne, FL 32904

TOTAL RENT REMAINING FOR LEASE TERM

TOTALS - REMAINING TERM RENT

Start Date:	10/1/2026	Monthly Rent:	$ 14,998.50
End Date:	4/30/2029	Annual Rent:	$ 179,982.00
		No. of Months:	31
		Total Remaining Rent:	$ 464,953.50
		Additional Rent: [2]	$ 16,289.59

TOTAL RESERVED RENT

Total Remaining Rent & Add'l Rei	$ 481,243.09

RENT CAP [3]

15% of Remaining Term:	$ 69,743.03
One Year Rent & Add'l Rent:	$ 196,271.59

REJECTION CLAIM AMOUNT: $ 196,271.59

[1] Total Remaining Rent amount does not include Additional Rent.

[2] Prorated Reimbursement of Ad Valorem Taxes 2026 (1/1/26-9/30/2026).

[3] Pursuant to 11 U.S. Code § 502(b)(6)(A), the greater amount is selected.

EXHIBIT B

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SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the "**Amendment**"), is made this ___ day of November, 2023 (the "**Amendment Effective Date**") by and between Andrew S. Messick and Audrey Messick a/k/a Audrone Messick ("**Landlord**") and West Marine Products, Inc., a Florida corporation, successor by merger to West Marine Products, Inc., a California corporation ("**Tenant**").

WITNESSETH THAT:

WHEREAS, Landlord and Tenant previously entered into that certain Lease Agreement dated December 19, 2018 (the "**Original Lease**"), as amended by that certain letter agreement dated January 27, 2020 ("**Letter Agreement**") and that certain First Amendment to Lease Agreement dated as of May 29, 2020 (the "**First Amendment**") for that certain premises consisting of Ten Thousand Nine Hundred Eight (10,908) square feet in the City of West Melbourne, County of Brevard, State of Florida, having an address located at 1001 W. New Haven Avenue, West Melbourne, FL 32904, as more particularly described in the Lease (as hereinafter defined) (the "**Premises**"); and

WHEREAS, the Original Lease, Letter Agreement and First Amendment are herein, collectively, referred to as the "**Lease**"; and

WHEREAS, the Term of the Lease is scheduled to expire on April 30, 2024, and Section 5 of the Original Lease provides that the Tenant has two (2) separate options to renew the Term of the Lease for a period of five (5) years each; and

WHEREAS, Landlord agrees to allow Tenant to exercise its option to renew for the first Renewal Period, Tenant hereby elects to exercise its first option to renew the Term of the Lease, and Landlord and Tenant desire to document such renewal and first Renewal Period.

NOW, THEREFORE, in consideration of the mutual covenants herein contained as well as other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party, the parties, intending to be legally bound hereto, covenant and agree that the Lease is hereby amended as follows:

1. The recitals set forth above are incorporated by reference and made a part of this Amendment with the same force and effect as if restated in full.

2. Capitalized terms, as used herein, shall have the meaning as defined herein, and capitalized terms which may be used herein, but not otherwise defined herein, shall have the same meaning as contained in the Lease.

3. As of the Amendment Effective Date hereof, notwithstanding anything to the contrary contained in the Lease, the parties agree that the Lease shall be modified and amended as follows:

   A. Term. The Term of the Lease is hereby renewed and extended for a five (5) year term commencing on May 1, 2024, and expiring on April 30, 2029 (the "**first Renewal Period**"), unless sooner terminated or extended in accordance with and pursuant to the terms of the Lease. All references in the Lease to the "Term" shall include the first Renewal Period. All terms and conditions under the Lease shall apply during the first Renewal Period, except that monthly Rent during the first Renewal Period shall be that set forth in this Amendment.

   B. Rent. Notwithstanding anything in the Lease to the contrary, Landlord and Tenant hereby acknowledge and agree that Rent during the first Renewal Period and the second Renewal Period, if exercised, shall be as follows:

Term	Rent/SF	Monthly	Annual
5/1/24-4/30/29	$16.50/SF	$14,998.50	$179,982.00
5/1/29-4/30/34 *(if exercised)*	$18.15/SF	$16,498.35	$197,980.20

   C. Notices. Tenant's notice address in the Lease is hereby deleted and replaced with the following:

   If to Tenant:

   West Marine Products, Inc.

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1 E. Broward Blvd., Suite 200
Ft. Lauderdale, FL 33301
Attn: Dan Depace
Email: DanielDe@westmarine.com

With an email copy to:

Paulee Day
Chief Legal and Human Resources Officer
Email: PauleeD@westmarine.com

4. Each party hereby represents and warrants to the other party that it is not aware of any brokers, agents or finders who may claim a fee or commission in connection with the consummation of the transactions contemplated by this Amendment, except for the commission to be paid by Landlord to Stephen Luta pursuant to a separate agreement. If any other claims for brokers' or finders' fees in connection with the transactions contemplated by this Amendment arise, then Landlord and Tenant, as applicable, agrees to indemnify, protect, hold harmless and defend the other party (with counsel reasonably satisfactory to such party) from and against any such claims if they shall be based upon any statement, representation or agreement made by the indemnifying party.

5. Except as set forth herein, the parties agree and acknowledge that all other terms, covenants and conditions contained in the Lease are unmodified, in full force and effect, and are hereby ratified and confirmed by the parties hereto and shall remain in full force and effect. The Lease, as modified herein, contains the entire agreement between the parties. This Amendment shall be fully binding upon the parties hereto and their heirs, successors and assigns. Each party hereto warrants and represents that it has the full power and authority to enter into, execute and perform this Amendment, without needing, or having already obtained, the approval or consent of any other party. Any conflict between the provisions of this Amendment and other provisions of the Lease shall be resolved, in favor of the provisions of this Amendment. Landlord and Tenant each hereby affirm and represent to the other that to the best of its knowledge on the date hereof no breach or uncured default by Landlord or Tenant has occurred with respect to the Lease (provided that Tenant fulfills all of its obligations under this Amendment) and that the Lease is in full force and effect. This Amendment may be electronically signed and delivered in multiple counterparts, and the parties agree that electronically signed documents shall have the same force and effect as originals.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto, intending to be mutually bound hereby, have hereunto set their respective hands as of the date first above written.

LANDLORD:

DocuSigned by:

ANDREW S. MESSICK

DocuSigned by:

AUDREY MESSICK

TENANT:

West Marine Products, Inc.,
a Florida corporation, successor by merger to
West Marine Products, Inc., a California corporation

By: _____
Name: Carl Rubin
Title: President & Chief Executive Officer

EXHIBIT C

FIRST AMENDMENT TO LEASE AGREEMENT

THIS **FIRST AMENDMENT TO LEASE AGREEMENT** ("**Amendment**"), made effective as of the 29th day of May, 2020 ("**Amendment Effective Date**"), by and between Andrew S. and Audrey Messick (hereinafter "**Landlord**") and West Marine Products, Inc., a California corporation (hereinafter "**Tenant**").

WITNESSETH THAT:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement, executed on December 19, 2018 (the "**Initial Lease**"), as amended by that certain letter agreement dated January 27, 2020 providing for direct payment of real estate taxes by Tenant (said letter agreement and said Initial Lease are collectively hereinafter referred to as the "**Lease**") providing for the lease of certain premises consisting of approximately Ten Thousand Nine Hundred Eight (10,908) square feet, in the City of West Melbourne, County of Brevard, State of Florida, located at 1001 W. New Haven Ave., West Melbourne, FL 32904 (the "**Premises**"); and

WHEREAS, Tenant has proposed certain amendments to the Lease by email dated May 27, 2020 at 12:31:30 AM EDT, and Landlord is willing to agree to amend the Lease upon and conditions more specifically set out below.

NOW, THEREFORE, in consideration of the mutual promises contained in the Lease, the recitals stated above, and other good and valuable consideration, the receipt and sufficiency of which are hereby respectively acknowledged by each party, the parties hereto covenant and agree that the Lease shall be amended as follows:

1. **Defined Terms**. Unless otherwise defined herein or unless the context clearly requires a different meaning, capitalized terms used in this Amendment shall have the same meanings assigned thereto in the Lease.

2. **Landlord's Waiver of Outstanding Tenant Default, Fees and Charges.** In consideration of Tenant's agreements contained in this Amendment, Landlord hereby rescinds any and all previously issued defaults, and agrees cease any and all legal proceedings associated with Tenant's past nonpayment of Rent and/or any other sums due under the Lease for April, May and June 2020, and waives any late fees, costs and attorney fees associated with said defaults and/or legal proceedings, and waives any and all associated late fees and charges.

3. **Reaffirmation of Tenant's Obligation to Pay Rent, Sales Tax on Rent, & Real Estate Taxes.** Tenant reaffirms Tenant's obligation to pay Rent and sales tax on the Rent, as well as Real Estate Taxes directly to the Brevard County Tax Collector, as provided under the Lease, as amended by this Amendment. Sales tax on Rent, taxes, and any and all other amounts due from Tenant under this Lease shall constitute additional Rent. Forty percent (40%) of the Rent due under the Lease for the four (4) month period consisting of April, May, June and July 2020, inclusive, shall be deferred until 2021, as more particularly provided below (collectively "**Deferred Rent**"). The

Deferred Rent shall be paid back by Tenant to Landlord in pro-rated equal monthly installments over the 12-month period commencing April 1, 2021 through March 1, 2022, together each such month with all sales tax on said monthly installments of Deferred Rent. Within 10 business days of the Amendment Effective Date (on which Tenant has been sent Landlord's responsive email acknowledging agreement to Tenant's proposed amendments to the Lease), Tenant shall pay to Landlord sixty percent (60%) of the monthly Rent for each of April, May and June, 2020, and 100% of sales tax (on said three months of 60% of the Rent) and any other expenses due and owing under the Lease for that same period. In addition, sixty percent (60%) of the Rent for July 2020 and sales tax on the Rent for July, together with sales tax thereon and any other expenses due and owing under the Lease for the month of July 2020, shall be paid to Landlord on July 1, 2020, as set forth under the Lease (it being agreed as stated above that forty percent (40%) of the Rent for the month of July 2020, is part of the Deferred Rent and shall be deferred and paid back to Landlord as part of the Deferred Rent over the 12-month period referenced above. Commencing on August 1, 2020 and continuing thereafter Tenant shall resume full payment of one hundred percent (100%) of the monthly Rent as and when it comes due under the Lease, together with all sales tax on the monthly Rent and any other expenses due and owning under the Lease for each such month, time being of the essence of each such subsequent monthly payment of Rent.

4. Controlling Effect. The terms of this Amendment form a part of the Lease and shall control and take precedence over any and all terms, provisions and conditions of the Lease, which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of the Lease, except as expressly amended and modified by this Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.

5. Ratification of Lease. Landlord and Tenant each hereby affirm to the other that to the best of its knowledge on the date hereof no breach or uncured default by Landlord or Tenant has occurred with respect to the Lease (provided that Tenant fulfills all of its obligations under this Amendment) and that the Lease is in full force and effect.

6. Binding Effect. Each of the provisions of this Amendment shall extend to and shall, as the case may require, bind or inure to the benefit of Landlord and of Tenant, and also to each of their respective legal representatives, successors and permitted assigns.

7. Representation. The parties hereby represent and warrant to each other that (a) each of them has the legal power and authority to execute and deliver this Amendment; (b) the official executing this Amendment for each party has been duly authorized to execute and deliver the same and bind such party with respect to the provisions hereof; and (c) this Amendment constitutes a valid and binding obligation upon such party in every respect.

8. Counterparts. This Amendment may be executed in multiple copies and multiple counterparts, by separate signature pages, and/or by facsimile or electronic mail signatures, and each of which shall be deemed an original, but all of such counterparts, separate signature pages, and facsimile and electronic mail signatures together shall be and form one and the same instrument, and each fully assembled counterpart shall be deemed an original. Upon the request of either party, each party shall deliver original executed counterparts to the other parties.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first set forth on the first page of this instrument.

WITNESSES:

Print Name: Stephen E. Thompson

Stephen E. Thompson

Print Name: KATHLEEN R. SINGER

LANDLORD:

Andrew S. Messick

Audrey Messick

WITNESSES:

Peggy Ferracane

Print Name: Peggy Ferracane

Sheanneva McCraw

Print Name: Sheanneva McCraw

TENANT:

West Marine Products, Inc., a California Corporation

By:

Name: Shane Jones

Title: CFO

EXHIBIT D

LEASE AGREEMENT

1. **THIS LEASE AGREEMENT** (hereinafter "Agreement") made and entered into effective as of the 19th day of **December, 2018,** between **Andrew S. and Audrone Messick** (hereinafter "Landlord") and **West Marine Products, Inc., a California corporation** (hereinafter "Tenant").

2. **WITNESSETH:** The parties hereto agree that this Lease sets forth all agreements, covenants and conditions express or implied between the parties, and supersedes any prior oral or written agreements between the parties with respect to the Demised Premises hereinafter described. The following exhibits are attached to this Lease and made a part hereof:

Exhibit "A" -	Legal Description of Demised Premises
Exhibit "B" -	Site/Space Plan
Exhibit "B-1"-	Pylon Signage Plan and Signage
Exhibit "C" -	Title Exceptions
Exhibit "D" -	Declaration of Reciprocal Easements and Restrictive Covenants
Exhibit "E"-	Subordination, Non-Disturbance, and Attornment Agreement
Exhibit "G"-	First Amendment to Declaration of Reciprocal Easements and Restrictive Covenants

3. **PREMISES:** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the approximately Ten Thousand Nine Hundred Eight (10,908) square foot premises located in the City of West Melbourne, County of Brevard, State of Florida, located at 1001 W. New Haven Ave., West Melbourne, FL 32904, West Melbourne, Florida 32904. The Demised Premises are more particularly described in Exhibit "A" and are shown in hatch on Exhibit "B", together with all improvements now or hereafter erected thereon and all rights and appurtenances thereunto belonging.

4. **TERM AND COMMENCEMENT:** The term of this Lease (hereinafter "Term") shall commence on the same date as is provided in Section 6 of this Lease entitled RENT for the commencement of payment of the monthly rent and shall expire five (5) years after such commencement date (hereinafter "Commencement Date"), unless sooner terminated or extended as herein provided. Upon commencement of the Term the parties will execute a memorandum or short form of this Lease setting forth the commencement and termination dates. If the Commencement Date is not the first day of a month, then the Term shall expire on the last day of the month in which the fifth (5^{th}) anniversary of the Commencement Date occurs.

5. **RENEWAL OPTIONS:** Landlord grants to Tenant two (2) separate options to renew the Term for a period of five (5) years each (hereinafter each period is called a "Renewal Period"), on the same terms and conditions as set forth in this Lease except that Rent during the Renewal Period shall be as set forth hereinafter. Tenant must deliver written notice to Landlord of its election to extend this Lease for a Renewal Period on or before the date that is one hundred eighty (180) days before the expiration of the then expiring Term. If said options are duly exercised, the Lease Term shall be automatically extended for the period of the next ensuing option, without the requirement of any further instrument, upon all of the same terms, provisions and conditions set forth in this Lease, except that Rent during the Renewal Periods shall be as set forth in Section 6.

6. **RENT:**

(A) Tenant agrees to pay to Landlord as rent (the "Rent") (unless such rent shall be abated or diminished as in this Lease elsewhere provided) the following:

(i) During the Term, and if the Commencement Date is not the first day of a month, then up to and including the last day of that month in which the fifth (5^{th}) anniversary of the Commencement Date occurs, the monthly sum of Fourteen Thousand Nine Hundred Ninety-Eight and No/100 dollars ($14,998.00)($179,976.00 annually), which amount is based upon a rate of Sixteen and 50/100 dollars ($16.50) per square foot of the Floor Area of the Demised Premises.

(B) Tenant shall commence to pay Rent on March 19, 2019. All payments of Rent shall be made to Landlord or to such other person or corporation or at such other place as shall be designated by Landlord, in writing, delivered to Tenant at least ten (10) days prior to the next ensuing rent payment date. Tenant's Rent payment shall include applicable rent sales tax. The term "sales tax" as used in this Lease shall mean and refer to any and all sales, use, excise or similar taxes which are imposed upon, arise from, or relate in any way to, the leasehold herein leased to Tenant and/or the rental payments to be paid by Tenant to Landlord pursuant to this Lease, including without limitation all Rent, required hereunder. Sales tax on Rent, taxes, and any and all other amounts due to Tenant from Landlord under this Lease shall be additional Rent.

(C) Landlord and Tenant agree that the monthly Rent for the first Renewal Period, if exercised, shall be monthly sum of Sixteen Thousand Four Hundred Ninety-Eight and 35/100 dollars ($16,498.35) ($197,980.20 annually), which amount is based upon a rate of Eighteen and 15/100 dollars ($18.15) per square foot of the Floor Area of the Demised Premises. Landlord and Tenant agree

that the monthly Rent for the second Renewal Period, if exercised, shall be monthly sum of Eighteen Thousand One Hundred Fifty-Two and 73/100 dollars ($18,152.73) ($217,832.76 annually), which amount is based upon a rate of Nineteen and 97/100 dollars ($19.97) per square foot of the Floor Area of the Demised Premises.

7. **LANDLORD'S TITLE:**

(A) Landlord covenants that Landlord has fee simple title to the Demised Premises described on Exhibit "A" hereof and full right and authority to make this Lease; that said premises are free and clear of and from all liens, restrictions, leases and encumbrances (except as set forth in Exhibit "C") and that there are no laws, ordinances, governmental rules or regulations or title restrictions or zoning or other matters which will restrict, limit or prevent Tenant's operation of a marine supply, boating gear and boating apparel store or any department thereof in the Demised Premises. Landlord covenants that so long as Tenant is not in default hereunder, beyond the applicable cure periods, Tenant shall have quiet and peaceful possession and enjoyment of the Demised Premises and of all rights and appurtenances thereunto belonging.

(B) Concurrently, with the execution of this Lease, Landlord and Tenant have executed a Short Form Lease. Immediately after commencement of the Term, Landlord and Tenant shall execute an Amended Short Form Lease which sets forth the actual commencement date of this Lease (if different from the previously recorded Short Form Lease). Either Landlord or Tenant may record the Short Form Lease and the Amended Short Form Lease and each party agrees to cooperate with the other to facilitate such recording.

(C) At or prior to the execution of this Lease, Landlord agrees (at its own cost and expense) to furnish to Tenant proof satisfactory to Tenant that Landlord's title at the time of recording said Short Form Lease was in accordance with the foregoing covenants, that the Demised Premises as described in Exhibit "A" are the same as shown outlined on Exhibit "B".

(D) **SUBORDINATION AND NON DISTURBANCE**. In the event that Landlord desires to mortgage Landlord's fee simple ownership interest in the real property on which the Demised Premises is located, Landlord shall request by notice to Tenant that Tenant execute and provide to Landlord duly acknowledged triplicate counterparts of the Subordination Non-Disturbance and Attornment Agreement in the form attached as Exhibit "E" which shall thereafter be executed by Landlord and any such mortgagee of Landlord, and a fully executed duplicate original of which shall thereafter be provided to Tenant. Thereafter, this Lease shall be subject and subordinate to any such mortgage

covering the Demised Premises and to all renewals, modifications, consolidations, replacements and extensions thereof. Wherever reference is made to a mortgage or mortgagee in this Lease, such reference shall be deemed to include a deed of trust or the holder of a deed of trust. In the event that Tenant desires to mortgage its leasehold interest in the Demised Premises leased by Tenant under this Lease, Tenant shall request by notice to Landlord that Landlord execute and provide to Tenant duly acknowledged triplicate counterparts of the Subordination Non Disturbance and Attornment Agreement in the form attached as Exhibit "E", which shall thereafter be executed by Tenant and any such mortgagee of Tenant, and a fully executed duplicate original of which shall thereafter be provided to Landlord.

(E) The Parking Area and curb cuts shall not be altered without the Tenant's prior written approval, which approval shall not be unreasonably withheld, in breach of which the provisions of Section 22(B) shall apply.

8. **INTENTIONALLY OMITTED**

9. **POSSESSION:**

(A) Upon commencement of the Term the covenant of Landlord set forth in Subsection (A) of the Section of this Lease entitled LANDLORD'S TITLE shall be in force except for matters junior to this Lease and the Demised Premises shall be unoccupied. At such time the building and any other improvements erected upon the Demised Premises shall be in full compliance with all laws, ordinances and regulations relating to the use, occupation and construction thereof. Landlord has fully disclosed to Tenant any and all existing code violations of the Demised Premises that hold "grandfather clause" status.

(B) Tenant agrees to deliver to Landlord physical possession of the Demised Premises upon the expiration or earlier termination of the Term in good condition excepting, however, ordinary wear and tear, damage by fire, or any other casualty insured against under policies that may be maintained by Landlord (no such policies being required under this Lease), or damage from any other cause unless such other cause is attributable to the willful misconduct of Tenant.

10. **ASSIGNMENT AND SUBLETTING**: Tenant may assign this Lease or sublet the Demised Premises or any part thereof, without the consent of Landlord, but notwithstanding any such subletting or assignment, Tenant shall remain primarily liable for the performance of all the terms and conditions of this Lease.

11. **INTENTIONALLY OMITTED**

11.1 **OUTDOOR DISPLAY AND TEMPORARY OUTDOOR DISPLAY**: There shall be no restrictions against Tenant maintaining a display of inflatable boats and motors or holding promotions or events in the Parking Area.

12. **INTENTIONALLY OMITTED**

13. **TENANT'S REPAIRS AND ALTERATIONS**:

(A) Tenant shall repair and maintain the exterior portions and structural elements of the Demised Premises including the storefront, and the building of which the Demised Premises is a part and the appurtenances thereto and any improvements outside of the Demised Premises erected by Landlord for Tenant, including but not limited to the roof, roof structures, roof membrane, roof ballast and supports, foundations and structural supports, walls, termite and dry rot protection, exterior doors, floors and mechanical equipment and conduits embedded in the floors, gutters, downspouts, streets, parking lot, curbs and sidewalks. Tenant shall also maintain in good order and repair throughout the Term the utility lines servicing the Demised Premises to the extent not maintained by public utility companies, and the electrical, HVAC, sprinkler, plumbing and sewer systems and other mechanical installations and facilities that are installed in the building. Landlord shall not alter or remodel the exterior of the building without Tenant's prior written consent (which shall not be unreasonably withheld, conditioned or delayed). Landlord shall submit to Tenant with any such request a full set of copies of all relevant drawings, plans and specifications for the proposed work, together with Landlord's proposal for removing, storing and replacing Tenant's sign and furnishing temporary signs for Tenant while the work is being performed. and upon receipt of such consent from Tenant, Landlord shall (if such work is of a nature that any permit is required) submit the **plans and specifications for such work to be approved by applicable governmental authorities.** Landlord shall not commence any such work until said consent from Tenant and any required permits from governmental authorities have been obtained. Unless required by law or due to casualty, Landlord shall refrain from commencing any such remodeling of the exterior of the building during the months of March through September, Tenant's high sales season. Tenant shall not make alterations to the Demised Premises, without Landlord's prior written consent (which shall not be unreasonably withheld, conditioned or delayed). Tenant shall submit to Landlord with any such request a full set of copies of all relevant drawings, plans and specifications for the proposed work. Upon receipt of any such consent from Landlord (with consent only being required if such work is of a nature that any

permit is required) Tenant shall submit the plans and specifications for such work to be approved by applicable governmental authorities. Tenant shall not commence any such work until said consent from Landlord and any required permits from governmental authorities have been obtained. The party performing any such work shall be responsible for recording a Notice of Commencement in compliance with the Florida Construction Lien Act and posting a copy of the same on the Demised Premises in the manner prescribed by statute. Any such Notice of Commencement recorded by Tenant shall limit the legal description contained therein strictly to the leasehold interest of Tenant under this Lease and shall not in any way affect Landlord's fee simple interest therein. Any construction lien recorded by a lienor in connection with any such work shall be bonded off or released of record by the party initiating such work within 30 days after discovery of any such lien.

(B) Tenant shall make and pay for all ordinary non-structural repairs to the interior of the Demised Premises arising from Tenant's operation of business therein not occasioned by ordinary wear and tear, fire or other casualty. Tenant may make and shall pay for any nonstructural alterations and improvements to exterior surfaces and/or the interior of the Demised Premises as Tenant deems desirable and Tenant agrees that all such alterations and improvements shall be made in a good and workmanlike manner and in such fashion as not to diminish the value of the Demised Premises. On surrendering possession of the Demised Premises to Landlord at the expiration or sooner termination of this Lease, Tenant shall not be required to restore the same to the condition existing at the commencement of the Term and Landlord agrees to accept the Demised Premises with all alterations and improvements made by Tenant. Except for Tenant's furniture, trade fixtures and equipment (which shall remain the property of Tenant), all alterations, additions and leasehold improvements made by Tenant shall become Landlord's property upon the expiration or earlier termination of the Term of this Lease.

(C) Tenant acknowledges that Landlord has delivered the building systems (HVAC, electrical, and plumbing) to Tenant in good working order and repair together with assignment of any warranties. Hereafter, Tenant shall be responsible (at Tenant's sole cost) for the repair and maintenance of the HVAC for the remainder of the Term and any extensions thereof and Tenant shall replace the same when recommended by a licensed HVAC professional, at Tenant's sole cost.

13.1 **TENANT'S SIGNAGE:** Prominent use of Tenant's trademarked national signage is a condition of occupancy for the Demised Premises.

(A) Tenant may maintain its current signage in its current locations on the exterior of the building identifying same as Tenant's store, so long as the same comply with Paragraph 14, below. Tenant

may install its standard, professionally prepared signage using its trademarked colors, font and logo, so long as Tenant complies with Paragraph 14, below.

(B) Tenant shall be allowed to maintain its sign panels using its trademarked colors, font and logo on the current pylon(s) in the current locations.

(C) Tenant may at any time or from time to time remove its building or pylon signage or change them to reflect new designs, so long as such new designs comply with Paragraph 14, below. Tenant may use its trademarked colors, font and logo in all signage. Landlord shall not and may not install or maintain, or permit anyone other than Tenant to install, maintain, remove or modify, any signs on the exterior or roof of the Demised Premises or within the air space above the Demised Premises during the Term of this Lease or any extensions or renewals thereof. Landlord shall not alter, modify, remove, relocate or replace or cause any of the aforementioned to be done to any of Tenant's signs.

(D) There shall be no cost for the Tenant for its signage, other than the cost to the Tenant of constructing, installing and removing such signs, and obtaining any governmental approvals of such signage.

14. **COMPLIANCE WITH LAWS**: Tenant shall make and pay for non-structural improvements and alterations, including without limitation all signage, to comply with all laws, rules or regulations of any governmental authority (individually or collectively the "Laws") promulgated after the commencement of the Term applying to the physical condition of the Demised Premises and arising from Tenant's conduct of business in the Demised Premises. Landlord agrees to make and pay for all other improvements to the Demised Premises required by any such authority beyond those required by applicable governmental authority as of the date of this Lease that does not receive "grandfathered" status. The Landlord represents to the Tenant and acknowledges the Tenant's reliance thereon that as of the Commencement Date, the Leased Premises complies with all Laws and further the Landlord is not aware of any pending amendment to the Laws that would require any alteration to the Premises.

15. **TENANT'S FIXTURES, EQUIPMENT AND INVENTORY; TENANT'S LENDER'S RIGHTS**:

(A) Tenant shall be allowed (subject to any required governmental approvals) access, either underground or aerial as required by the telecommunications supplier, to all telecommunications lines and facilities, including the right to install at Tenant's expense on an exterior wall or roof

area a digital communications reflector no larger than one meter in diameter, complete with attached cable to the Demised Premises.

(B) Tenant may install or locate in the Demised Premises such fixtures (trade or otherwise), inventory and equipment as Tenant deems desirable and all of said items shall remain Tenant's property whether or not affixed or attached to the Demised Premises (provided however that no equipment or system supporting the Building, such as the HVAC system and its components shall be in any way construed as being owned by Tenant even if replaced by Tenant). Tenant may remove said fixtures, inventory and equipment from the Demised Premises at any time and from time to time during the Term. Landlord shall not acquire any rights in said fixtures, inventory or equipment, nor shall it mortgage, pledge or encumber said fixtures, inventory or equipment. Landlord hereby waives, disclaims and releases any and all statutory and contractual lien rights and rights of levy, distraint, and possession for sale for unpaid rent which Landlord may have on any of Tenant's fixtures, inventory or equipment. Tenant shall, within thirty (30) days after expiration of the Term, repair any damage to the Demised Premises caused by Tenant's removal of any such fixtures, inventory or equipment. In the event that Tenant fails to timely and properly repair in full any such damages, then Landlord shall be entitled to recover the actual and reasonable costs and expenses incurred by Landlord in repairing the same, plus legal fees and court costs that Landlord may incur in enforcing this duty of Tenant.

(C) Tenant may enter into loan arrangements from time to time with lenders and grant to such lenders liens on its present and future assets, including without limitation, inventory, equipment and fixtures which may be installed or located in the Demised Premises. Landlord agrees for the benefit of such lenders that, at the option of such lenders, the Tenant's property may remain upon the Demised Premises (without such lenders being deemed to be taking possession of the Demised Premises) for a period of 90 days after; (i) such lender's receipt of written notice from the Landlord directing removal of Tenant's property; or (ii) Landlord's receipt of written notice from such lenders (or an agent acting on their behalf) stating that Tenant is in default in payment or performance of obligations owed to such lenders. If such lenders use this option, during said 90-day period, such lenders shall pay rent to the Landlord on the first day of each month during said 90-day period, in an amount equal to the rentals for such period provided under the Lease prorated per diem on the basis of a 30-day month, but without incurring any other obligation of Tenant. Landlord agrees for the benefit of such lenders that such lenders or their representatives may advertise and conduct a public auction or private sale of the Tenant's property on the Demised Premises and the Landlord shall not interfere with any such auction or sale and

Landlord will permit such lenders and their agents access to the Demised Premises to conduct any such sale or auction, to inspect and to remove Tenant's property so long as lender repairs any damage to the Demised Premises caused by said removal of any such fixtures, inventory or equipment. If Landlord is provided with the names and addresses of such lenders (or their agent), Landlord agrees; (i) to provide such lenders with concurrent notice of default of this lease, (ii) that such lenders are third party beneficiaries of this Section 15, (iii) that Subsections (b) and (c) of this Section 15 may not be amended, modified, supplemented or replaced without the written consent of such lenders (any such amendment, modification, supplement or replacement without such consent being null and void), and (iv) this Section 15 binds the Landlord and Landlord's heirs, personal representatives, successors and assigns. Landlord acknowledges that Tenant currently has secured credit arrangements with Wells Fargo Retail Finance, LLC, in its capacity as administrative agent (the "Administrative Agent") for itself and other lenders. Administrative Agent's notice address for the purpose of this Section 15 is Joseph Burt, Director, Wells Fargo Retail Finance, LLC, One Boston Place, 18th Floor, Boston, MA 02108, P: 617.854.7279, F: 866.617.3988, E: Joseph.Burt@wellsfargo.com.

16. **UTILITIES**: Tenant acknowledges that sanitary and storm sewer facilities and separately metered utilities (including, without limitation, water, and electric power) are available to the Demised Premises and are currently being used by Tenant. Landlord shall in good faith support any effort by Tenant to ensure that all such utilities are available to Tenant throughout the Term. Tenant shall pay for the consumption of any such utilities directly to the appropriate utility provider.

16.1 **TRASH REMOVAL**: Tenant may store all Tenant's trash in the existing dumpsters now located upon the Demised Premises (one for waste and another, at Tenant's option at Tenant's sole expense, for recycling) in the existing covered trash receptacles. Tenant acknowledges that the existing trash receptacles are located near Tenant's loading areas and Tenant shall have Tenant's trash removed from the Demised Premises regularly, all at Tenant's cost.

17. **PUBLIC LIABILITY AND BUSINESS INTERRUPTION INSURANCE**: Commencing on the date Tenant takes possession and continuing throughout the Term, and any extensions thereof, Tenant shall maintain in full force and effect: (1) insurance against public liability for injury to person (including death) or damage to property occurring within the Demised Premises arising out of the use and occupancy thereof by Tenant. Such insurance shall be with minimum combined single limits of $2,000,000.00 for personal injury, death or property damage and Landlord shall be named as additional insured under the policy; and (2) business interruption insurance in such amount as Tenant may determine in Tenant's reasonable

discretion to adequately compensate Tenant in the event of business interruption by events such as by casualty as described in Section 18(A), below. Tenant shall deliver to Landlord an original certificate of such insurance adding Landlord as an additional insured on each such policy.

18. **DAMAGE BY CASUALTY**:

(A) If the Demised Premises is damaged or destroyed by fire, the elements, subsidence of sublateral or subjacent support or other casualty, Tenant shall pay all costs of repairing and/or replacing the damage to the Demised Premises up to the amount of the deductible of Tenant's insurance, and then Tenant shall have the option to either: (i) within thirty (30) days after Tenant's receipt of insurance proceeds and all required governmental permits begin repairs restore the Demised Premises to its condition just prior to the damage no later than twelve (12) months, subject to force majeure, after the later to be received of such insurance proceeds or all required governmental permits for such repair work or (ii) if the reasonably anticipated time to repair and replace the damage to the Demised Premises would take longer than the then remaining portion of the Term, then Tenant may terminate this Lease and deliver the insurance proceeds to Landlord (and in such event, notwithstanding the foregoing, Tenant shall pay to Landlord the amount of Tenant's insurance deductible rather than paying for repairs and replacements as stated above).

(B) If Tenant is not actually open for business during all or any part of the period ("Restoration Period") from the date of such damage or destruction as aforesaid such that the Tenant, acting as a prudent tenant, can not reasonably carry on business from the Demised Premises, until the date the Demised Premises is redelivered to Tenant in accordance with the terms of this Lease or the damaged portion is restored or removed as provided in Section 18(C) below, Rent and other sums payable hereunder shall not abate for such period as Tenant is not open for business, but shall be paid as if no such casualty had occurred and Tenant may make a claim or claims under Tenant's business interruption insurance to compensate Tenant to the extent of any such insurance coverage(s) during any such period.

(C) Intentionally omitted.

(D) Tenant agrees to keep in effect during the Term and any extensions thereof, for the Demised Premises and to provide Landlord upon written request therefor with proof of fire and casualty insurance (including without limitation windstorm coverage) with extended coverage endorsement in an amount not less than the full replacement value of the Building and including all alterations, additions and improvements thereon (as such value existed on the day prior to any such fire or

other casualty) with a company or companies having Best's (or similar) rating of A-/VIII. Original certificates of such insurance will be delivered to Landlord annually upon request thereof during the Term. The policy or policies of insurance will be issued by a company or companies licensed in the State wherein the Demised Premises are situated and Tenant will provide that such policy or policies will not be canceled without the insurance company first giving Landlord written notice thereof, at least ten (10) days before any such cancellation shall become effective. Landlord represents and warrants that the insurance proceeds of such policy(ies) as are purchased and maintained by Tenant, shall not be subject to any lender requirements. If a claim is made on the insurance proceeds by any lender of Landlord, and if a court awards such proceeds to any such lender, then Tenant may cancel this Lease without reconstructing the Demised Premises and Landlord shall reimburse Tenant for the insurance premiums paid by Tenant over the Term in addition to any Tenant costs incurred in contesting any such lender claim.

19. **WAIVER OF SUBROGATION AND HOLD HARMLESS**: Landlord and Tenant shall obtain from their respective insurers, if any, endorsements whereby the insurers agree to waive any right of subrogation against Landlord or Tenant, as the case may be, in connection with fire or other risks or casualties covered by said insurance. Landlord agrees that it shall make no claim nor authorize any claim to be made against Tenant, its employees, servants or agents in connection with or as a result of fire, explosion or other property casualty damaging the Demised Premises. Tenant agrees that it shall make no claim nor authorize any claim to be made against Landlord, its employees, servants or agents in connection with or as a result of fire, explosion, or other casualty damaging the Demised Premises.

20. **EMINENT DOMAIN**:

(A) If; (i) all or part of the Demised Premises or any rights in the Demised Premises, or (ii) so much of any rights in Demised Premises shall be taken or appropriated under any right of eminent domain or under any other legal right whereby the taking authority is obligated to compensate Landlord therefor so that there does not remain; (a) parking area as shown on plot plan Exhibit "B", or (b) premises suitable in the opinion of Tenant for the operation of its business, or (c) direct access at grade level to all abutting streets, then Tenant may terminate and cancel this Lease as of the date on which the condemning authority takes physical possession upon giving to Landlord written notice of such election. Landlord agrees within ten (10) days after Landlord's receipt of any notice of intended or actual taking or appropriation to give Tenant written notice thereof, providing to Tenant full details of such taking or appropriation including without limitation copies of any condemnation plans or surveys submitted by the condemning authority, a statement of the nature of the project to

be conducted by the condemning authority, and such other information as might be necessary to enable Tenant to determine its future course of conduct.

(B) If this Lease shall be terminated and canceled as a result of any taking or appropriation, Tenant shall be released from any further liability and the Rent and other sums for the last month of Tenant's occupancy shall be pro rated and Landlord shall refund to Tenant any sums paid in advance. If at the time of such taking or appropriation Tenant shall not have fully amortized expenditures which it might have made on account of any improvements or alterations made or erected on the Demised Premises, the amount thereof shall be payable to Tenant out of any award, subject and subordinate to the right of any Mortgagee permitted under the terms of the Section 7(D) of this Lease entitled SUBORDINATION AND NON-DISTURBANCE.

(C) Tenant may file such claims as are permitted by law for the loss of its leasehold interest, business dislocation damages, moving expense, or other damages caused by such taking or appropriation. Tenant's right to receive compensation or damages for its fixtures or its personal property shall not be affected in any manner by this Lease so long as Tenant is not in default beyond applicable cure periods hereunder.

(D) If this Lease is not terminated and canceled because of any such taking or appropriation, Landlord shall within thirty (30) days begin to restore the Demised Premises to a condition as nearly comparable as practicable to the condition existing just before such taking or appropriation. Restoration shall be completed within ninety (90) days. If Tenant is not actually open for business during all or any part of the period from the date of such taking or appropriation until the date the Demised Premises is redelivered to Tenant in accordance with the terms of this Lease (hereinafter "Rebuilding Period"), all Rent or other sums payable hereunder shall abate for such period as Tenant is not open for business. If Tenant is actually open for business during the Rebuilding Period, the Rent shall abate proportionately for the unusable area; provided, however, that if Landlord does not proceed diligently with restoration of the Demised Premises, all Rent and other sums payable hereunder shall abate. After restoration of the Demised Premises, the Rent shall be reduced in the ratio that the total Floor Area of the Demised Premises permanently taken or appropriated bears to the total Floor Area of the Demised Premises before such taking or appropriation.

21. **PERMITS AND LICENSES**: Landlord agrees upon request of Tenant to execute or join in the execution of any application (if structural, only if the plans for the same have been previously submitted by

Tenant to, and approved by, Landlord) for permits and licenses which may be necessary in connection with any construction, alterations, improvements and/or repairs permitted under this Lease.

22. **INTENTIONALLY OMITTED**

23. **INTENTIONALLY OMITTED**

24. **TRANSFER OF TITLE**: If there shall be any change in or transfer of title of Landlord in or to the Demised Premises or any part thereof, then upon receipt of notice thereof from Landlord accompanied by evidence of such change or transfer (reasonably acceptable to Tenant), Tenant shall direct all further payments thereafter due to Landlord, whereupon Tenant shall submit such payment to the transferee specified in Landlord's notice.

25. **TENANT'S DEFAULT IN RENT**: If Tenant shall fail to deliver to Landlord any payment of Rent or sales tax on Rent, real estate taxes, assessments, insurance premiums, or any other sum herein stipulated and agreed to be paid by Tenant under this Lease, at the time the same is required to be paid under the provisions of this Lease, Landlord shall forward written notice of such failure to Tenant, by certified mail, return receipt requested, and the Tenant shall be in default of this Lease if Tenant fails to fully cure any such failure to pay Landlord within ten (10) days after the date of receipt of such notice, time being of the essence.

26. **OTHER DEFAULTS BY TENANT**: If Tenant shall default in the performance of any of the terms or provisions of this Lease other than the payment of Rent or any other monetary sum, and if Landlord shall give to the Tenant written notice by certified mail, return receipt requested, of such default and if Tenant shall fail to cure such default within forty-five (45) days after receipt of such notice, or if the default is of such a character as to require more than forty-five (45) days to cure, then, if Tenant shall fail to use reasonable diligence in curing such default Landlord may cure such default for the account of and at the cost and expense of Tenant and the reasonable sums so expended by Landlord shall be deemed to be Rent and on demand shall be paid by Tenant on the day when Rent shall next become due and payable. In no event, however, shall any default under the terms of this Section be the basis of a forfeiture of this Lease or otherwise result in the eviction of the Tenant or the termination of this Lease.

26.1 **LANDLORD'S REMEDIES UPON TENANT'S DEFAULT**. In the event of any default or breach by Tenant as described above in either or both of Sections 25 or 26 above, Landlord may at any time

thereafter, in addition to any remedies set forth elsewhere in this Lease, and without limiting Landlord in the exercise of any other right or remedy which Landlord may have by reason of such default or breach, exercise any one or more, or all, of the following remedies:

(i) Seek payment of all amounts due under this Lease, for all or any part of the remainder of the Term;

(ii) Terminate Tenant's right to possession of the Demised Premises by any lawful means, including but not limited to eviction, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Demised Premises to Landlord. Tenant does in such event, hereby waive any demand for possession of the Demised Premises, and all right, title and interest in and to any and all buildings and improvements then situated thereon, and Tenant covenants and agrees, upon such termination, to immediately surrender and deliver up the Demised Premises, all building(s), improvements and property thereon peaceably to Landlord, or the agents or attorneys of Landlord, and Landlord shall own all buildings and improvements thereon as Landlord's own solely-owned property. If Landlord elects this remedy Tenant shall remain liable for all amounts due pursuant to the terms of this Lease through the date the Lease is terminated;

(iii) Maintain Tenant's right to possession, in which case this Lease shall continue in effect and Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover all Rent as it becomes due hereunder; provided that Landlord shall use reasonable commercial efforts to relet the Demised Premises at a rental rate equivalent to that provided in the Lease;

(iv) Pursue any other remedy now or hereafter permitted or available to Landlord under the laws or judicial decisions of the State of Florida; and/or

(v) Cure the default of Tenant itself; provided that if Landlord, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be immediately due from Tenant to Landlord upon payment and shall bear interest at the maximum lawful rate of interest from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. All such sums paid by Landlord together with interest thereon shall be additional Rent hereunder.

27. **LANDLORD'S DEFAULT**: If Landlord fails to perform any covenant, condition, or agreement in this Lease contained on the part of Landlord to be performed, Tenant, after the continuance of any such failure or default for thirty (30) days after written notice thereof is given by Tenant to Landlord, may elect to cure such defaults on behalf of and at the expense of Landlord and do all necessary work and make all necessary payments in connection therewith. This shall include, without limitation, the payment of any counsel fees, costs and charges of or in connection with any legal or equitable action which may be brought and Tenant may further take such other proceedings at law or in equity as Tenant deems necessary, notwithstanding any other remedy herein provided. In the event of such election by Tenant, Landlord agrees to pay to Tenant any amount so paid by Tenant. In addition to the foregoing, Tenant may

proceed in equity to enjoin any breach by Landlord or by any other party of any provision of this Lease. Nothing herein contained shall preclude the Tenant from proceeding to collect the amount so paid by it, as aforesaid. If at the expiration of the Term of this Lease there shall be any sums owing by Landlord to Tenant, this Lease may at the election of Tenant be extended and continued in full force and effect until the last day of the month following the date when the indebtedness of Landlord to Tenant shall have been fully paid. If any alleged default is of such a nature that it cannot be completely remedied or cured within the thirty (30) day period above provided, then notwithstanding the provisions of this Section to the contrary, Tenant shall not have a right to enforce any of the remedies herein set forth if Landlord shall commence curing such default within such thirty (30) day period and shall proceed with reasonable diligence in good faith to complete the curing thereof.

28. **HAZARDOUS SUBSTANCES:**

(A) As used in this Lease, "HAZARDOUS SUBSTANCES" shall be defined as any substance that is biologically or chemically active or is a hazardous, toxic, or dangerous waste, substance (including, but not limited to, petroleum derivative substances), or material defined as such in (or for purposes of) any state, federal or local environmental laws, regulations, decrees or ordinances or in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or in any of the so called state or local "Super Fund", "Super Lien" or "Cleanup Lien" laws or any other federal, state or local regulation, order or decree relating to or imposing liability or standards of conduct concerning any such substances or materials or any amendments or successor statutes thereto.

(B) Tenant represents and warrants that, except for items commonly sold or utilized in marine and boating supply and accessories stores, no HAZARDOUS SUBSTANCES will be stored on the Demised Premises and that during the Term of this Lease or any Renewal Period thereof, no HAZARDOUS SUBSTANCES will be discharged on the Demised Premises by Tenant or anyone under its direction or control. Tenant agrees that such representations and warranties shall survive any termination of this Lease and Tenant agrees to indemnify and hold harmless the Landlord from any and all costs, expenses, claims and damages, including but not limited to attorneys' fees and costs of remediation, arising from Tenant's breach of any of the foregoing representations and warranties. Tenant acknowledges that it has received full, fair and adequate consideration from Landlord for the foregoing indemnity and that but for said indemnity Landlord would not have been willing to enter into this Lease with Tenant.

(C) Landlord shall indemnify and hold Tenant harmless from and against all costs, expenses, and damages, including but not limited to attorneys' fees and costs of remediation, arising out of any claim for loss or damage to property, injuries to or death of persons, any contamination of or adverse effects on the environment or any violation of any environmental or other law, caused by or resulting from any hazardous waste or HAZARDOUS SUBSTANCE or any leakage or contamination from underground tanks on or under the Demised Premises and not resulting from Tenant's operations in the Demised Premises. This indemnification precedes, is concurrent with, and survives this Lease.

(D) Furthermore, Landlord represents and warrants to Tenant that Landlord has no actual or constructive knowledge (without any independent investigation or inquiry); (1) of the presence of any HAZARDOUS SUBSTANCES on, under or within the Demised Premises; (2) of any spills, releases, discharges or disposals of HAZARDOUS SUBSTANCES that have occurred or are presently occurring on or onto the Demised Premises; (3) of any spills or disposal of HAZARDOUS SUBSTANCES that have occurred or are occurring adjacent to the Demised Premises as a result of any construction on or operation and use of the Demised Premises or adjacent property; (4) of any failure to comply with all applicable local, state and federal environmental laws, regulations, ordinances, and administrative and judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any HAZARDOUS SUBSTANCES on the Demised Premises or adjacent property; (5) the presence of any underground storage tanks now or in the past on the Demised Premises (except for those gas station underground tanks that were previously removed from the Demised Premises and have received a State clearance letter).

(E) Any and all asbestos, asbestos-containing materials or any HAZARDOUS SUBSTANCES existing on or within the Demised Premises at the time of delivery of the Demised Premises to Tenant (such delivery of possession having been made to Tenant at the inception of Tenant's first lease of the Demised Premises from Landlord) shall at all times be and remain the property of Landlord, and upon request by Tenant at any time after this Lease is executed when such materials are discovered Landlord shall within fifteen (15) days after Landlord's discovery or Tenant's notice to Landlord thereof, either: (1) notify Tenant that Landlord declines to remove such materials or HAZARDOUS SUBSTANCES from the Demised Premises, upon receipt of which Tenant may elect by notice to Landlord to forthwith terminate this Lease; or (2) promptly and with diligence commence to remove all such asbestos, asbestos-containing material or HAZARDOUS SUBSTANCES from the Demised Premises and shall complete such removal within a reasonable time thereafter, and shall restore any and all damage thereby caused at Landlord's cost, in

compliance with all requirements of applicable governmental authorities, including but not limited to such requirements pertaining to the removal and disposal thereof. All rents and other sums payable hereunder shall abate during any periods when Landlord is removing asbestos, asbestos-containing materials or any HAZARDOUS SUBSTANCES from the Demised Premises and until the Landlord has repaired and restored any and all damage caused by the removal and redelivered the Demised Premises to Tenant.

29. **NOTICE:** All notices or demands required or permitted to be given or served pursuant to this Lease shall be deemed to have been given or served only if in writing, postage pre-paid and shall be sent by U.S. Certified Mail with Return Receipt Requested or by overnight courier to:

LANDLORD:

Andrew S. and Audrey Messick
4700 Gulfshore Blvd N
Naples, FL 34103

TENANT:

West Marine Products, Inc.
Attn: Store Development Department
500 Westridge Drive
Watsonville, California 95076

Such addresses may be changed from time to time by either party by serving notice as above provided. Landlord shall not mail or deliver any notice or consent to the Demised Premises that is required to be given by or on behalf of Landlord; furthermore, in the event Landlord does mail or deliver such notice or consent to the Demised Premises, proper notice shall not be deemed to have occurred.

30. **REAL ESTATE TAXES**:

(A) During the term of the Lease, Tenant shall reimburse Landlord within thirty (30) days of receipt therefor for all ad valorem Real Estate Taxes and assessments (except for any capital improvement special assessments) (hereinafter collectively "Taxes") upon the Demised Premises.

(B) Taxes shall not include; (1) the Landlord's income taxes or taxes personal to the Landlord, (2) penalties relating to the late, partial and/or non payment by the Landlord of Taxes which are not the result of any late, partial and/or non payment by the Tenant of its share of Taxes, or (3) any levy, impact fee, development fee, and or local improvement charge (collectively a "Development Fee") arising from the site plan agreement and/or building permit for the building and such costs shall be paid by the Landlord without recharge to the Tenant, and for greater certainty if such Development Fee is included in Taxes or improvement charges the Tenant is not obligated to pay such portion of the Taxes or local improvement charges applicable to the Development Fee and the Landlord shall pay such portion. Landlord shall be responsible for all capital improvement special assessments, if any.

31. **USE**:

(A) Tenant may use the Demised Premises as a retail and/or wholesale business for the sale and/or distribution of supplies, equipment and apparel for marine and boating uses or for any other lawful purpose that is allowed under the zoning classification for the Demised Premises.

(B) Tenant may operate its business on the Demised Premises, subject to the terms of this Lease, as Tenant deems best and there shall be no restrictions imposed by Landlord upon Tenant or upon the operation of its business so long as the same is in compliance with the zoning classification of the Demised Premises. Tenant shall not have any obligation to continuously use or occupy the Demised Premises or conduct business therein during the Term and Tenant shall have the right (at any time and from time to time) to discontinue the use and occupancy of the Demised Premises or cease the conduct of business therein; provided, however, that neither the cessation of Tenant's use or occupancy of the Demised Premises nor the discontinuation of the conduct of business therein shall relieve or discharge Tenant from its obligation to pay Rent, Additional Rent or other amounts payable by Tenant and perform the obligations required by this Lease in the time and manner set forth herein.

32. **REAL ESTATE FEES:** Tenant shall not be liable for any broker or real estate commissions in connection with this Lease, and Landlord shall be solely responsible therefor. Tenant warrants and represents that it has not been represented by any broker or finder in connection with this transaction other than Murphy Land & Retail Services, Inc. Tenant makes no representation or warranty concerning any brokers, finders, or other parties that may have represented Landlord in connection with the negotiation of this Lease.

33. **DELIVERY**: Tenant is currently in possession of the Demised Premises under that certain Sublease Agreement dated March 23, 2009 by and between Holiday CVS, LLC as Sublandlord and West Marine Products, Inc. as Subtenant ("Sublease"). Prior to the expiration of the term of the Sublease, Tenant shall notify Landlord of any repairs or replacements required to be made by Sublandlord prior to the expiration of the Lease/Ground Lease by and between Landlord and Sublandlord dated August 19, 1998. Landlord shall cause Sublandlord to make such repairs as are required under the Lease/Ground Lease.

34. **GENERAL PROVISION**:

(A) The captions and numbered Sections of this Lease are inserted for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

(B) If more than one person or corporation is named as Landlord in this Lease and executed the same as Landlord, then the word "Landlord" wherever used in this Lease shall refer to all such persons or corporations, and the liability of Landlord shall be limited to the value of Landlord's interest in the Demised Premises, and any judgment obtained by Tenant shall be levied solely upon the Landlord's interest in and the rents, profits and proceeds Demised Premises and not against Landlord personally.

(C) All the provisions of this Lease shall be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate Section hereof, and all the provisions hereof shall bind and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

(D) No amendment or modification of this Lease shall be effective unless in writing and executed by duly authorized representatives of both Landlord and Tenant.

(E) The Sections of this Lease are intended to be severable. If any Section or provision of this Lease shall be held to be unenforceable by any court of competent jurisdiction, this Lease shall be construed as though such Section had not been included in it. If any Section or provision of this Lease shall be subject to two constructions, one of which would render such Section or provision invalid, then such Section or provision shall be given that construction which would render it valid.

(F) This Lease shall not be strictly construed against Tenant as the draft or writing of Tenant or because of any presumption arising out of terms favorable to Tenant.

(G) In the event of any litigation between Tenant and Landlord to enforce any provision of this Lease or any right of either party hereto, the nonprevailing party in such litigation shall pay the prevailing party all costs and expense, including reasonable attorneys' fees, incurred therein.

35. **NO OPTION**: The submission of this Lease for examination does not constitute a reservation of or option for the Demised Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant.

36. **ESTOPPEL AGREEMENT**: Tenant or Landlord shall, from time to time, upon at least ten (10) days' prior notice from the requesting party, execute, acknowledge and deliver to a prospective purchaser or

mortgagee or as otherwise directed by the requesting party, a statement executed by both Landlord and Tenant certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which the Rent and Additional Rent have been paid, and stating whether or not there exists any default by Landlord or Tenant under this Lease, and, if so, specifying each such default.

37. **REQUIRED DOCUMENTATION:** Concurrent with the Landlord's execution of this Lease, the Landlord shall provide to the Tenant an Internal Revenue Service Form W-9, and on every other anniversary of the Commencement Date a current Internal Revenue Service Form W-9. Upon any transfer of this Lease by the Landlord the Landlord shall cause such transferee to provide its Internal Revenue Service Form W-9. The Landlord acknowledges that if the Landlord fails to provide the aforesaid Internal Revenue Service Form W-9, then until such form is received the Tenant is required by the Internal Revenue Service to withhold twenty-eight percent (28%) of each payment, which amount will be remitted to the Internal Revenue Service but deemed to constitute payment of Rent on account of this Lease. Landlord's Federal Tax Id No. is 359-22-5296. Tenant shall maintain Landlord's federal tax identification number(s) in strict confidentiality.

38. **GOVERNING LAW**. This Lease is governed by, and construed and enforced in accordance with, the laws of the State of Florida, exclusive of choice of law rules. Any suit arising from or relating to this Lease shall be brought only in Brevard County, Florida. Landlord and Tenant each respectively waive the right to bring any such suit elsewhere.

39. **PATRIOT ACT REPRESENTATIONS**. Landlord and Tenant each represent and warrant to the other that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly in behalf of, any such person, group, entity, or nation.

40. **NOTICES OF COMMENCEMENT AND CONSTRUCTION LIENS**. ***Prior to commencing any construction upon the Premises, Tenant shall record at its cost in the Pasco County Public Records a Notice of Commencement in the form satisfactory to Landlord, and Tenant shall obtain and post on the Demised Premises in compliance with Florida Statutes Chapter 713 a certified copy thereof.*** Pursuant to the provisions of Section 713.10, Florida Statutes, under no circumstances shall the

interest of Landlord in and to the Demised Premises be subject to liens for improvements made by Tenant or subject to any construction, mechanics', laborers' or materialmen's or any other lien or charge on account of or arising from any contract or obligation of Tenant. Landlord may record in the public records as provided under Chapter 713 of the Florida Statutes a landlord's notice of prohibition of liens with respect to the Demised Premises. If any construction, mechanic's, or other liens shall be filed against the Demised Premises or any improvements thereon or against Tenant's leasehold interest in the Demised Premises by reason of or arising out of any labor or material furnished or alleged to have been furnished or to be furnished to or for the Tenant at the Demised Premises or by reason of any charges, alterations, or additions or costs or expenses thereof, or any contract relating thereto, the Tenant shall, within thirty (30) days after notice of filing thereof, cause such lien to be discharged by record of payment, deposit, bond, order of a court of competent jurisdiction or otherwise. Tenant shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien, provided shall first have posted a bond to ensure that, upon final determination of the lien or claim for lien, Tenant will immediately pay any judgment rendered with all proper costs and charges, and will, at its own expense, have the lien released and any judgment satisfied. The Tenant shall also defend on behalf of Landlord at Tenant's sole cost and expense, any action, suit or proceedings which may be brought thereon or for the enforcement of such lien or liens, and Tenant shall pay any damage and discharge any judgment entered thereon and save harmless the Landlord from any claim or damage resulting therefrom.

41. ***HOLDING OVER***. In the event of holding over (after the expiration or earlier termination of the Term) by Tenant without Landlord's advance written consent, Tenant shall pay rent equal to one-hundred fifty percent (150%) of the applicable base Rent plus other sums due from time to time hereunder as Rent of any nature. Possession by Tenant after the expiration of this Lease shall not be construed to extend its Term.

42. **RADON GAS**. Radon is a naturally occurring radioactive gas that, when it has accumulated in a structure in sufficient quantities may present health risks to persons who are exposed to it. Levels of radon that exceed federal and state guidelines have been found in buildings in the State of Florida. Additional information regarding radon and radon testing may be obtainable from the county public health unit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

LANDLORD:

Andrew S. Messick

Audrey Messick
AUDRONE

TENANT:

West Marine Products, Inc., a California Corporation

By: _____

Title: SVP Stores & PRO

By: Barry Kelley

Title: Senior Vice President Stores & PRO

WITNESSES as to LANDLORD:

Stephen E. Thompson

Print Name: _____

Print Name: Douglas M. Lewis

WITNESSES as to TENANT:

Print Name: Sheannera McCraw

Print Name: Eric Bayona

EXHIBIT "A"

Demised Premises:

The building and property shown outlined as "Demised Premises", Exhibit "B", annexed hereto with the building having an overall Floor Area of approximately Ten Thousand Nine Hundred Eight (10,908) square feet.

EXHIBIT "B"

Page 1 of 2

Site Plan

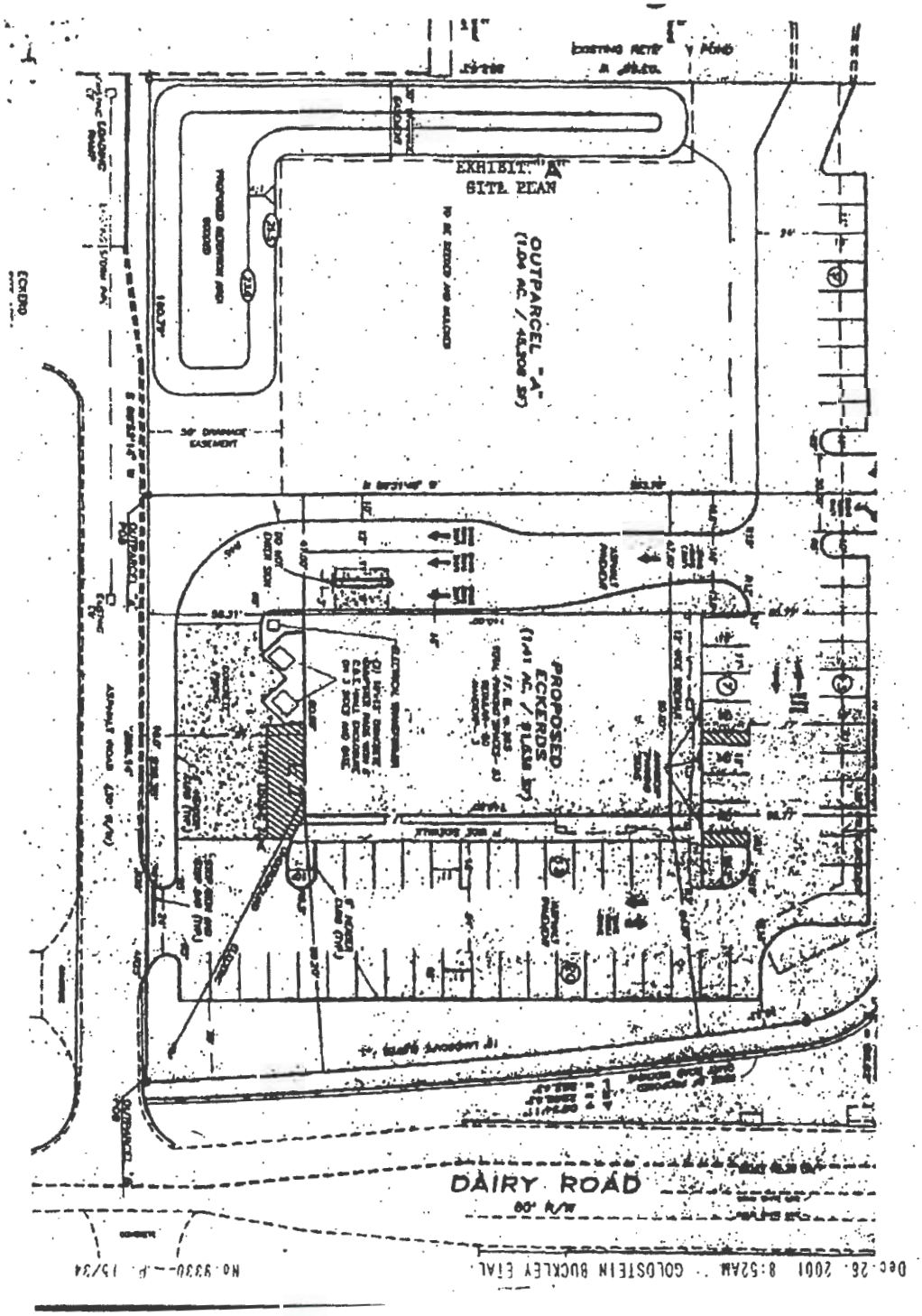
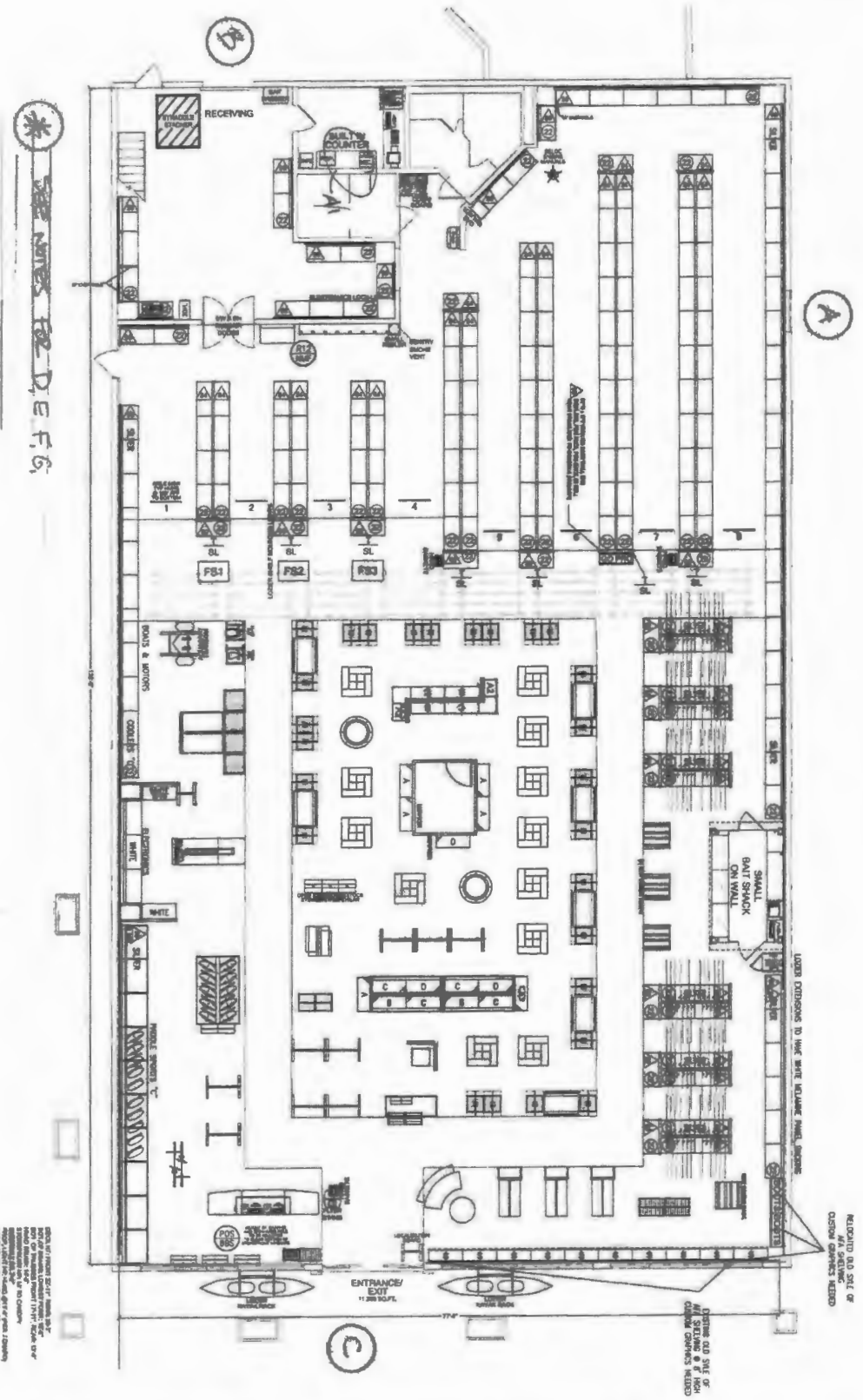


EXHIBIT "B"

Space Plan

[PLEASE SEE ATTACHED]



0	DESIGNER: CR DATE: 12-02-14 SCALE: 3/16" = 1'-0"	2015 REVITALIZATION STANDARD FORMAT STORE #1262 MELBOURNE, FLORIDA FINAL FIXTURE PLAN	West Marine 500 WESTPOINTE DRIVE WATSONVILLE, CA 95076 PHONE: (831) 761-4921 FAX: (831) 768-8521

EXHIBIT "B-1"

Pylon Signage Plan and Signage

[PLEASE SEE ATTACHED]


West Marine

EXHIBIT "C"

Title Exceptions

Mortgages:

Landlord covenants that prior to commencement of the Term of this Lease, the mortgages described below shall either be discharged of record or the mortgagees shall execute an agreement in accordance with Section 7(c) of this Lease.

NONE

Landlord warrants that there are no easements, restrictions, or other matters that will affect or limit the use of the Demised Premises or Common Facilities by Tenant in accordance with the terms of this Lease, except as follows:

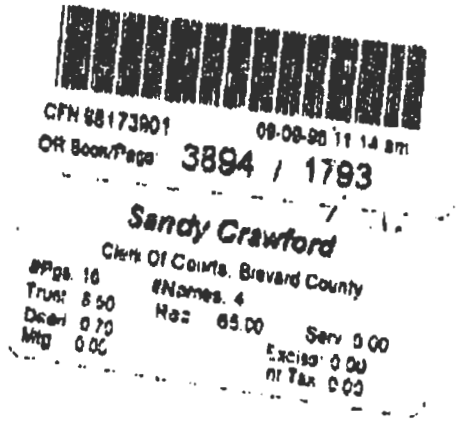
SEE EXHIBIT D and EXHIBIT G

EXHIBIT "D"

DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIVE COVENANTS

[SEE ATTACHED]

Rec 13.50
Doc 14



DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIVE COVENANTS

THIS DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIVE COVENANTS ("Declaration") is made and entered into this 2nd day of Sept, 1998, by Sembler E.D.P. Partnership #8, Ltd., a Florida limited partnership (the "Declarant"), whose address is 5858 Central Avenue, St. Petersburg, Florida 33743-1847 and joined by GEORGE McCALL, SR., GEORGE McCALL, JR. and JOHN McCALL (collectively "McCall").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner and/or leasehold tenant of the property more particularly described on **Exhibit "A"** attached hereto and made a part hereof ("Property"); and

WHEREAS, Declarant intends to lease, pursuant to a written lease agreement ("Eckerd Lease"), a portion of the Property more particularly described on **Exhibit "B"** attached hereto and made a part hereof ("Eckerd Parcel") to Eckerd Corporation, a Delaware corporation ("Eckerd"); and

WHEREAS, Declarant intends to use or sell the balance of the Property as an outparcel, as more particularly described on **Exhibit "C"** attached hereto and made a part hereof ("Outparcel"); and

WHEREAS, Declarant desires to create certain perpetual cross easements to benefit the Eckerd Parcel and the Outparcel pursuant to the terms and conditions hereof; and

WHEREAS, Declarant desires to also declare certain restrictive covenants for the benefit of Eckerd, which restrictive covenants shall burden the Outparcel.

This Instrument Prepared by (& Return to):
ROBERT S. SCHUMAKER, ESQUIRE
Ruden, McClosky, Smith, Schuster
& Russell, P.A.
401 E. Jackson Street, Suite 2700
Tampa, Florida 33602

WHEREAS, McCall joins in this Declaration pursuant to that certain Ground Lease between McCall as Landlord and Declarant as Tenant.

NOW, THEREFORE, Declarant hereby creates and grants the following easements and hereby places the following covenants and restrictions on the Property:

1 RECITALS. The foregoing recitals are true and correct and hereby incorporated into this Declaration by reference.

2. CROSS EASEMENTS FOR INGRESS AND EGRESS. Declarant hereby creates and grants, for the benefit of the Eckerd Parcel and the Outparcel, perpetual, appurtenant, non-exclusive cross easements for the purposes of use in common with the respective owners of the Eckerd Parcel and the Outparcel, of vehicular and pedestrian ingress and egress between the Eckerd Parcel and the Outparcel and ingress and egress to and from U.S. Highway 192 and Dairy Road, including, without limitation, access for tenants, invitees, employees and licensees of each owner of the Eckerd Parcel and the Outparcel, on, over, upon and across the driveways and access ways to be located on the Property, together with all sidewalks and walkways, which are from time to time located on the Property. Notwithstanding anything contained in this Declaration to the contrary, the curb cuts, drives and driveways as shown on Exhibit "D" hereto shall not be modified or eliminated without the prior written consent of Eckerd, which consent shall be evidenced by a recorded Consent to the Amendment of Declaration as required hereunder. The cross easements granted hereunder include the right to enter upon said easements to construct, install, maintain, repair and replace the curb cuts and related driveway facilities and walkways, as approved by the fee simple owners, in their reasonable discretion, subject to the terms and conditions of this Declaration. The aforedescribed cross access easements are hereinafter referred to collectively as the "Ingress and Egress Easements."

3. SEWER AND FORCE MAIN EASEMENT. Declarant hereby creates and grants, for the benefit of the Eckerd Parcel and the Outparcel, perpetual, appurtenant, non-exclusive cross easements for the purposes of use in common with the respective owners or tenants of the Eckerd Parcel and the Outparcel, of underground sewer lines and force mains installed on, over, across, under and through the Property, including the maintenance, repair and replacement of said sewer lines and force mains, subject to the terms and conditions of this Declaration. The foregoing easement is hereinafter referred to collectively as the "Sewer and Force Main Easement."

4. RETENTION POND EASEMENT. Declarant hereby creates and grants, for the benefit of the Eckerd Parcel and the Outparcel, perpetual, appurtenant, non-exclusive cross easements for the purposes of use in common with the respective owners or tenants of the Eckerd Parcel and the Outparcel, of underground drainage lines and retention on, over, across, under and through the retention pond to be located on a portion of the Property as shown on Exhibit "D". The easement rights include the right to enter upon said easement area for the purposes of maintenance.

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repair and replacement of the drainage lines and retention pond facilities, subject to the terms and conditions of this Declaration. The aforedescribed drainage and retention pond easements are hereinafter referred to collectively as the "Retention Pond Easement."

5. STORMWATER DRAINAGE EASEMENT. Declarant hereby creates and grants, for the benefit of the Eckerd Parcel and the Outparcel, perpetual, appurtenant, non-exclusive cross easements for the purposes of use in common with the respective owners or tenants of the Eckerd Parcel and the Outparcel, of underground stormwater drainage lines and above ground surface flow within the drainage areas on, over, across, under and through the Property, including the maintenance, repair and replacement of said stormwater drainage lines, subject to the terms and conditions hereof. The foregoing underground stormwater drainage easements are hereinafter referred to collectively as the "Stormwater Drainage Easement."

6. OTHER UTILITIES. Declarant hereby creates and grants, for the benefit of the Eckerd Parcel and the Outparcel for the use in common with the owners or tenants of the Eckerd Parcel and the Outparcel, perpetual, appurtenant, non-exclusive easements for the purposes of use in common with the respective owners or tenants of the Eckerd Parcel and the Outparcel, of any other utilities installed and located on, over, across, under and through the Property, including, without limitation, electrical, gas and telephone utilities, and including the maintenance, repair and replacement of said utility facilities, subject to the terms and conditions hereof. The foregoing utility easements are hereinafter referred to collectively as the "Utility Easement."

7. MAINTENANCE.

(a) Maintenance of Ingress and Egress Easements. Each owner of the Eckerd Parcel and the Outparcel shall each be responsible for the maintenance, repair, replacement and reconstruction of the parking areas and spaces, driveways and access ways, curb cuts, paving, sidewalks and walkways, exits and entrances located within the Ingress and Egress Easements to the extent such facilities are located on their respective parcels. Each party shall keep said access located on its respective parcel in good repair, which shall include maintaining the surfaces of the cross access and parking areas in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use and durability, and, for placing, keeping in good repair and replacing any necessary and appropriate directional signs, markers and lines within said access and parking areas located on its respective parcel.

(b) Maintenance of Sewer and Force Main Easement, Retention Pond Easement, Stormwater Drainage Easement, Utility Easement and Landscaping. The owner of the Eckerd Parcel shall be responsible for effecting all necessary and reasonable maintenance, repair, replacement and reconstruction of the infrastructure installed within the Retention Pond Easement, the Stormwater Drainage Easement, and the Utility Easement, the cost of which shall be shared equally by the

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respective owners of the Eckerd Parcel and the Outparcel, including, without limitation, any costs incurred by the owner of the Eckerd Parcel for repaving of paved areas and repair of landscaping caused by the maintenance or replacements of infrastructure lying beneath such paved areas. Notwithstanding the above, when the Outparcel is conveyed by Declarant, the owner of the Outparcel shall be responsible for effecting all necessary and reasonable maintenance, repair, or replacement of driveways, parking areas and spaces, driveways and access ways, curb cuts, paving, sidewalks and walkways, exits and entrances located within the boundary of the Outparcel property, and Declarant and the owner of the Eckerd Parcel shall have no further obligation therefor. Except as noted above, each Owner shall be responsible for landscaping located on its parcel at its own expense.

(c) Reimbursement for Costs of Maintenance. To the extent the owner of the Eckerd Parcel is entitled to reimbursement for costs of maintenance as described in Section 7(b) hereunder, the owner of the Eckerd Parcel shall provide to the owner of the Outparcel, a request for payment thereof accompanied by an invoice for such maintenance work. The owner of the Outparcel shall reimburse the owner of the Eckerd Parcel within fourteen (14) days of receipt of said request and invoice. In the event the owner of the Outparcel fails to make timely payment to the owner of the Eckerd Parcel, then said cost shall accrue interest at the rate of the lesser of eighteen percent (18%) per annum or the maximum interest rate allowed by law from the date such payment was due in full as aforedescribed.

(d) Remedy for Non-Performance of Maintenance. If any of the owners of the Eckerd Parcel or the Outparcel shall default in the performance of maintenance obligations hereunder, then said non-defaulting party, in addition to all remedies it may have at law or in equity, after ten (10) days' prior written notice to said defaulting party, shall have the right to perform such maintenance obligation on behalf of the defaulting party. In such event, the defaulting party shall promptly reimburse the non-defaulting party the cost thereof, together with interest thereon from the date of outlay at a rate of the lesser of eighteen percent (18%) per annum or the maximum interest rate allowed by law.

(e) Lien for Reimbursement of Maintenance Costs. Any such claim for reimbursement as set forth in Section 7(c) and (d) hereunder, together with interest thereon as aforedescribed, shall be secured by a lien on the defaulting party's parcel and the improvements thereon owned by said defaulting party, which lien shall be effective upon non-defaulting party's recording of notice thereof in the public records of Brevard County, Florida. The non-defaulting party may enforce said lien in the same manner as a construction lien under Fla. Stat. chapter 713.

8 CONTINUED COOPERATION; OTHER EASEMENTS. Upon the installation of each of the drainage or utility facilities as described in Sections 3 through 6, Declarant or the subsequent owner of the Property shall file of record an amendment to this Declaration which shall provide for the site specific legal descriptions of said easements, together with the reference to the

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designation of each easement as defined herein, in lieu of the blanket easements provided for herein; said legal description shall be subject to the approval of each owner of the Eckerd Parcel and the Outparcel, and Eckerd, so long as Eckerd is an Occupant (as defined below) of the Eckerd Parcel in each of their reasonable discretion, as evidenced by their recorded Consent to the Amendment to Declaration required hereunder. To the extent any additional drainage and utility facilities are required to be located on either the Eckerd Parcel or the Outparcel for the purpose of servicing any of said parcels with drainage and utilities, said additional drainage and utility facilities shall be located within established utility easements. However, each subsequent owner of the Eckerd Parcel or Outparcel shall grant to the other parties and to any utility companies such further or additional easements as may reasonably be required with respect to the development, use and occupancy of either the Eckerd Parcel or the Outparcel and the improvements located or to be located thereon, and to execute such additional instruments in recordable form as may be necessary or reasonably required by the other party in order to further identify, describe or effectuate any such easement, so long as the location thereof does not adversely interfere with the development or operation of business on the parcel of the party granting said easement.

9. COMPLIANCE WITH LAWS AND REGULATIONS; RECIPROCAL INDEMNIFICATION. The owner of the Eckerd Parcel and each Outparcel shall, with respect to each of their parcels, comply with all laws, rules, regulations and requirements of all public authorities, and shall indemnify, defend and hold each other harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and attorneys' fees) arising out of or in any way related to said owner's failure to maintain their respective properties in a safe condition. Each owner shall have prompt and timely notice of any claim made or suit or action commenced against the other party which in any way would result in indemnification under this Declaration.

INITIAL

Declarant

G.McCall, Sr.

G.McCall, Jr.

G.McCall

10. PUBLIC LIABILITY INSURANCE. Each owner of the Eckerd Parcel and the Outparcel shall at all times during the term of this Declaration maintain comprehensive public liability insurance with respect to its respective parcel, insuring against the risks of bodily injury, death and property damage with respect to the easements, with a minimum single limit of not less than $1,000,000.00 per occurrence, coverage to be in a comprehensive general liability form and include a waiver of subrogation. The policy shall provide that such policy may not be canceled or modified without at least ten (10) days prior written notice to the other party in the event of non-payment of premium and at least thirty (30) days' prior written notice to the other party. Each party shall provide the other party, on or before the effective date of the policy, a duplicate policy or certificate evidencing the insurance required hereunder and stating that such insurance is in full force and effect, that the premiums therefore have been paid and that each party and any mortgagee on the respective parcels and the other party has been named as an insured party where required. For purposes of this paragraph, the term "owner of the Eckerd Parcel" shall exclude "McCall."

11. UNIFORM DEVELOPMENT AND MAINTENANCE. The Eckerd Parcel and the Outparcel shall be developed uniformly with regard to each of the following:

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(a) All Ingress and Egress Easements shall meet at even elevations and no gaps shall exist in the paving between said easement areas;

(b) All sidewalks and pedestrian aisles shall be of concrete or other materials approved by the owner of the Eckerd Parcel, in its reasonable discretion. The vehicular parking areas, drives, and access roads shall be designed in conformity with the recommendations of a registered engineer approved by the owner of the Eckerd Parcel in its reasonable discretion, which shall require the installation of a suitable base and surfacing with an asphalt or concrete wearing material; the asphalt for the access and parking areas to be of the same color and minimum quality of six inches (6") of limerock and one and one-half inches (1-1/2") asphalt;

(c) Utilities that are placed underground shall be at depths which meet minimum code standards of the governmental entities having jurisdiction over the Property. Design and working drawings may be prepared by the utility company providing such service; and

(d) All improvements located on the Eckerd Parcel and the Outparcel shall be maintained by the owner of said parcel in good repair and maintenance thereof in the standard of similar middle-to-high retail shopping centers.

12. PHARMACY RESTRICTION. So long as Eckerd, or its successor or assign, is an Occupant (defined below) of the Eckerd Parcel, then no portion of the Outparcel shall be used as a drugstore or for the sale of prescription drugs without the prior consent of Eckerd, in its sole discretion. This use restriction shall be a covenant running with the land for the benefit of the Eckerd Parcel and shall burden the Outparcel pursuant to the terms and conditions hereof. The term "Occupant" as used herein is any person or entity from time to time entitled to the use and occupancy of all or a portion of the Eckerd Parcel under an ownership right or under any lease, sublease, license, concession or similar arrangement.

13. USE RESTRICTIONS. No part of the Property may be used, assigned or sublet for the following uses: nude or semi-nude dancing; bar, tavern or cocktail lounge, except as part of a restaurant operation; "adult" or "x-rated" book or movie store (except that this provision shall not prohibit the sale or rental of "adult" or "x-rated" video tapes as part of the business of a video store offering a substantial selection of other types of video tapes as a majority of its selection); for the display or sale of pornographic materials; adult movie theater; so-called "head shops" selling or displaying drug paraphernalia; massage parlor; industrial purposes; warehouse, entertainment or recreation facilities, training or educational facilities; renting, leasing or selling or displaying for the purpose of renting, leasing or selling of any boat, motor vehicle or trailer, flea market; or on-site dry cleaning plant. "Entertainment or recreational facility," as used herein, shall include, without limitation, a theater, bowling alley, skating rink, dance hall, billiard or pool hall, game parlor, or video arcade (containing more than four (4) electronic games). "Training or educational facility" by definition shall include, without limitation, a beauty school, barber college, reading room, place

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of instruction, or any operation catering primarily to students or trainees as opposed to customers. For the purposes of this Section 13, "pornographic materials" shall be any books, magazines, newspapers or video tapes which would be obscene under prevailing laws.

14. NOTICE. Declarant's address is 5858 Central Avenue, St. Petersburg, Florida 33743-1847. Declarant or any subsequent owner of the Property, or a portion thereof, may lodge written notice of its address or a change of address with the other. All notices to be given pursuant to this Declaration shall be sent by United States certified or registered mail, postage prepaid, return receipt requested, or overnight courier delivery service maintaining receipt and delivery records, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail or deposited with such overnight courier service.

15. GOVERNING LAW. This Declaration shall be construed and enforced in accordance with the laws of the State of Florida.

16. ENFORCEMENT. In the event of any violation or threatened violation by an owner, tenant or occupant of the Eckerd Parcel or Outparcel of any of the terms, covenants and conditions of this Declaration, the owner of any of said parcels or portion thereof shall have the right, but not the obligation, to enjoin such violation or threatened violation in a court of competent jurisdiction in Brevard County, Florida. The right of injunction shall be in addition to any and all other remedies under statute, at law or in equity or under this Declaration, including, without limitation, specific performance of this Declaration.

17. ATTORNEYS' FEES. The prevailing party in any litigation involving this Declaration shall be entitled to recover from the non-prevailing party all attorneys' fees, paralegal fees and costs incurred in connection with such litigation, at arbitration, or appeal or otherwise, including reasonable attorneys' fees and paralegal fees in the enforcement of any indemnity hereunder. The owners of the parcels herein described shall only be liable for any violation of this Declaration during their respective periods of ownership, and in the event any action is brought for recovery of monetary damages for any breach hereof, the claimant shall look solely to the interest of the then owner of the parcel in breach for the recovery of such monetary damages.

18. NOT A PUBLIC DEDICATION. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for general public purposes whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

19. NO THIRD-PARTY BENEFICIARY. The provisions of this Declaration are for the exclusive benefit of the parties, their heirs, successors, grantees and assigns, except as otherwise provided herein, and not for the benefit of any third person, nor shall this Declaration be deemed to have conferred any rights, express or implied, upon any third person. Notwithstanding the foregoing

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language to the contrary, so long as Eckerd is an Occupant of the Eckerd Parcel, Declarant may delegate to Eckerd any of Declarant's rights and obligations hereunder as the owner of the Eckerd Parcel and Eckerd shall succeed to such delegated rights and obligations of Declarant hereunder.

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

21. MODIFICATIONS. Except as expressly provided in Section 8 and this Section 21, this Declaration may not be modified in any respect whatsoever or rescinded, in whole or in part, except by the consent of each owner of the Eckerd Parcel and the Outparcel, and then only by written instrument duly executed, acknowledged by all of said owners, and recorded in the Public Records of Brevard County, Florida; provided, however, this Declaration may not be modified, rescinded or terminated in whole or in part, except with the consent of Eckerd, so long as Eckerd, or its successor or assign, is an Occupant (defined in Section 12 above) and then only by written instrument duly executed and acknowledged by all of the owners of the Eckerd Parcel and the Outparcel, and Eckerd, and recorded in the office of the recorder of Brevard County, Florida. No modification or termination of this Declaration shall affect the rights of any lienholder of any portion of the Property unless the lienholder consents in writing to the modification or termination. Each of said owners and Eckerd may consider, approve or disapprove any proposed modification or termination of this Declaration in its sole and absolute discretion.

22. COVENANTS RUNNING WITH THE LAND. All the easements, provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Declaration shall be binding upon the Declarant, its successors (by merger, consolidation or otherwise) and assigns, lessees and all other persons acquiring any interest in either the Eckerd Parcel or the Outparcel, or any portion thereof, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the owners of the respective parcels and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Declaration shall constitute covenants running with the land pursuant to Florida law. Except for easements which are by the terms of this Declaration, perpetual, such restrictions, covenants, conditions and easements shall be binding and enforceable against the Owner of any Parcel or other persons claiming under such Owner for a period of ninety-nine (99) years from the date of recording this Declaration after which time the restrictions, covenants and conditions shall be automatically extended for successive periods of twenty (20) years.

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OR Book/Page 3884 / 1800

IN WITNESS WHEREOF, Declarant has made and executed this Declaration this 26 day of August, 1998.

Signed, sealed and delivered
in the presence of:

Stephanie P. Addis

(Signature)
Print Name: Stephanie P. Addis

Judith K. Glenn

(Signature)
Print Name: JUDITH K GLENN

"DECLARANT"

SEMBLER E.D.P. PARTNERSHIP #8, LTD., a Florida limited partnership

By: Sembler Retail, Inc., a Florida corporation, Sole General Partner

By: _____
Craig H. Sher, President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 26 day of August, 1998, by CRAIG H. SHER, as President of Sembler Retail, Inc., a Florida corporation, general partner of Sembler E.D.P. Partnership #8, Ltd., a Florida limited partnership, on behalf of the corporation and partnership. He is personally known to me.

Janine M. Hess

Notary Public
Print Name: _____

My Commission Expires: _____

Janine M Hess
Notary Public, State of Florida
My Comm Expires Apr 17, 2000
No. CC548043
Bonded thru Atlantic Notary, Bonds
(800) 723-0121

CFN 98173901
OR Book/Page 3894 / 1801

TPA-73275-2

Signed, sealed and delivered
in the presence of:

Mary Ellen McCall
(Signature)
Print Name: MARY ELLEN M'CALL

George W McCall Sr.
GEORGE McCALL, SR.

(Signature)
Print Name: Patrick F. Healy

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 26 day of August, 1998, by GEORGE McCALL, SR., who is personally known to me ~~or has produced~~ N/A as identification and did not take an oath.

Notary Public
Print Name:

PATRICK F. HEALY
MY COMMISSION # CC461366 EXPIRES
May 20, 1999
BONDED THRU TROY FAIN INSURANCE INC

CFN 98173901
OR Book/Page 3894 / 1602

Signed, sealed and delivered
in the presence of:

Mary Ellen McCall
(Signature)
Print Name: MARY ELLEN McCALL

George McCall Jr.
GEORGE McCALL, JR.

Patrick F. Healy
(Signature)
Print Name: Patrick F. Healy

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 26 day of August, 1998, by GEORGE McCALL, JR., who is personally known to me or ~~has produced~~ N/A as identification and did not take an oath.

Patrick F Healy
Notary Public
Print Name:

PATRICK F HEALY
MY COMMISSION # CC451556 EXPIRES
May 20, 1999
BONDED THRU TROY FAIN INSURANCE INC

CFN 98173501
OR Book/Page 3894 / 1803

Signed, sealed and delivered
in the presence of:

Mary Ellen McCall
(Signature)
Print Name: MARY ELLEN McCALL

John J. McCall
JOHN McCALL

(Signature)
Print Name: Patrick F. Healy

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 26 day of August, 1998, by JOHN McCALL, who is personally known to me or ~~has~~ produced N/A as identification and did not take an oath.

Notary Public
Print Name:

PATRICK F. HEALY
MY COMMISSION # CC451380 EXPIRES
May 20, 1999
BONDED THRU TROY FAIN INSURANCE INC

EXHIBIT "A" Declarant's Property
EXHIBIT "B" Eckerd Parcel
EXHIBIT "C" Outparcel Property
EXHIBIT "D" Curb cuts, driveways and Retention Pond

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OR Book/Page: 3894 / 1804

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land lying within Section 5, Township 28 South, Range 37 East, Brevard County, Florida, being more particularly described as follows:

Commence at the east 1/4 corner of said Section 5; thence run S00°03'44"E, along the east line of the southeast 1/4 of said Section 5, 354.54 feet; thence S89°52'14"W, 42.24 feet to the Point of Beginning of the herein described parcel; thence continue S89°52'14"W, 389.14 feet; thence N00°03'58"W, 282.63 feet to the South right-of-way line of New Haven Avenue (State Road 500); thence N89°28'12"E, along said right-of-way, 324.10 feet to the Point of Curvature of a Curve concave Southwesterly and having a radius of 40.00 feet; thence Southeasterly along the arc of said curve 56.92 feet, through a central angle of 81°31'39" to a point of compound curvature with a curve concave Westerly, having a radius of 2258.83 feet; thence Southerly along the arc of said curve and the west right-of-way line of Dairy Road 252.43 feet through a central angle of 06°24'11" to the Point of Beginning.

Total Parcel Contains 2.45 acres, more or less.

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OR Book/Page 3894 / 1805

EXHIBIT "B"
ECKERD PARCEL

A parcel of land lying within Section 8, Township 28 South, Range 37 East, Brevard County, Florida, being more particularly described as follows:

Commence at the east 1/4 corner of said Section 8; thence run S00°03'44"E, along the east line of the southeast 1/4 of said Section 8, 364.84 feet; thence S89°32'14"W, 42.14 feet to the Point of Beginning of the herein described parcel; thence continue S89°32'14"W, 228.35 feet; thence N87°31'48"W, 251.76 feet to the South right-of-way line of New Haven Avenue (State Road 500); thence N85°28'12"E, along said right-of-way, 165.60 feet to the Point of Curvature of a Curve concave Southwesterly and having a radius of 40.00 feet; thence Southeasterly along the arc of said curve 56.52 feet, through a central angle of 81°01'30" to a point of compound curvature with a curve concave Westerly, having a radius of 2298.83 feet; thence Southerly along the arc of said curve and the east right-of-way line of Dairy Road 252.43 feet through a central angle of 06°24'17" to the Point of Beginning.

Total Parcel Contains 1.61 acres, more or less.

CFN 98173901
OR Book/Page 3894 / 1806

EXHIBIT "C"
OUTPARCEL

A parcel of land lying within Section 8, Township 28 South, Range 37 East, Brevard County, Florida, being more particularly described as follows:

Commence at the east 1/4 corner of said Section 8; thence run S89°53'44"E, along the east line of the southeast 1/4 of said Section 8, 264.94 feet; thence S89°53'16"W, 370.39 feet to the Point of Beginning of the herein described parcel; thence continue S89°53'16"W, 160.79 feet; thence N00°03'53"W, 302.83 feet to the South Right-of-way line of New Haven Avenue (State Road 508); thence N89°53'13"E, along said right-of-way, 160.80 feet; thence S00°31'46"E, 303.75 feet to the Point of Beginning.

Total Parcel Contains 1.04 acres, more or less.

(JN 981 / 1901)
OR Book/Page 3894 / 1807

EXHIBIT "D"

CFN 98173J01
OR Book/Page 3894 / 1808

DAIRY ROAD

SITE PLAN

EXHIBIT "E"

Recording requested by:)
_____)
_____)
_____)
_____)

Space Below for Recorder's Use Only

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made by and between <>, a <>, having an address at <> (hereinafter called "Lender"), its successors and assigns, including but not limited to the holder of the promissory note and Mortgage or Deed of Trust hereinafter described, and **West Marine Products, Inc.** a California corporation, having an address c/o Store Development Department, MS G-6, at 500 Westridge Drive, Watsonville, CA 95076 (hereinafter called "Tenant"), which is the Tenant under a lease, as amended (the "Lease") from **<>,** a <>, having an address (hereinafter called "Landlord"), dated <>, pertaining to that certain real property (the "Demised Premises") more fully described in Exhibit A attached hereto and made a part hereof and commonly known as <>, being a part of Landlord's property commonly known as <> (the "Entire Premises").

As an inducement to Lender to make a first Mortgage Loan (hereinafter called the "Loan") in the original principal amount of $_____ and interest, secured by the Demised Premises and certain personal property, evidenced or to be evidenced by a promissory note secured by the hereinafter described Mortgage, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord, Tenant and Lender agree as follows:

1. The Lease and any and all extensions, modifications, and renewals thereof and all of Tenant's rights and interest thereunder (hereinafter collectively called the "Lease"), are hereby subjected and subordinated to, and are declared to be subjected and subordinated to that certain Mortgage from Landlord to Lender, and all extensions, modifications and renewals thereof or of the indebtedness secured thereby, given as security for the Loan and recorded in the office of the recorder of deeds of the County of <>, State of <>, and pertaining to the Demised Premises (such Mortgage or Mortgages or Deed of Trust or Deeds of Trust, and all extensions, modifications and renewals thereof are referred to herein collectively as the "Mortgage"), to the same extent as if the Mortgage documents had been executed, delivered and recorded prior to the execution of the Lease; provided, however, the Mortgage shall not increase or add to any obligations of Tenant under the Lease or terminate or diminish any rights of Tenant under the Lease.

2. Tenant's subordination is upon and subject to the express conditions that:

a. So long as Tenant continues to pay the rent as provided for in the Lease and otherwise complies with all the terms and provisions thereof, Lender shall not disturb the rights of possession of Tenant in and to the Demised Premises or other premises as set forth in the Lease, notwithstanding any foreclosures or proceedings in lieu thereof affecting the Demised Premises and/or such other premises and whether or not Tenant is made a party thereto; and

b. If the Demised Premises or other such premises or any part thereof is damaged or destroyed by casualty or by the exercise of any right of eminent domain, the proceeds of any insurance or condemnation award relating thereto shall be made available for the purpose of repair or restoration thereof as provided for in the Lease; and

c. Upon passing of title to the Demised Premises and/or such other premises to the Lender or to any other party in any foreclosure or proceedings in lieu thereof, the party acquiring such title shall thereupon during the period of such party's ownership, by virtue of such acquisition of title and continued ownership and without the execution of any further instruments or documents, be deemed to be the Landlord for all purposes of the Lease during the period of such ownership and be deemed to have assumed the full and complete performance of all the obligations of Landlord as set forth in the Lease which accrue during the period of such ownership; and

d. If Lender shall take possession of the Demised Premises and/or such other premises, without acquiring title thereto, but in such a manner as to be entitled to receive rents therefrom, Lender shall, in addition, be deemed to have assumed all the obligations of Landlord set forth in the Lease accruing during such period of possession.

3. Lender, by its acceptance of this Agreement, agrees that in the event Lender or any other party takes possession of the Demised Premises and/or other such premises as noteholder-in-possession, by foreclosure of the Mortgage or by acquisition of title in lieu of foreclosure, that Lender or such other party shall not affect or disturb Tenant's right to possession or Tenant's other rights under the Lease in the exercise of Lender's or such other party's rights, so long as Tenant is not then in default under any of the terms, covenants, or conditions of the Lease beyond the curative periods applicable thereto under the Lease. In the event that Lender or any other party succeeds to the interest of Landlord under the Lease by foreclosure or by acquisition of title to the Demised Premises and/or other premises in lieu of foreclosure, or any other action taken under the Mortgage by Lender or any other party, or in the event that Lender or any other party exercises the rights granted to it by any assignment, Tenant hereby agrees to be bound to Lender or such other party under all of the terms, covenants and conditions of the Lease; and Tenant agrees that it shall attorn to, and be liable to and recognize Lender or such other party as Tenant's new landlord for the balance of the term of the Lease upon and subject to all the terms and conditions thereof; and the Lease and the rights of Tenant thereunder shall continue in full force and effect as a direct lease between Tenant and Lender or such other party upon all the terms, covenants, and agreements set out in the Lease; and the rights of Tenant thereunder shall not be terminated or disturbed except in accordance with the terms and provisions of the Lease; and Tenant shall thereafter make the rental payments set out in the Lease as instructed by written notice of Lender or such other party, forwarded to Tenant by certified mail, return receipt requested or registered mail, postage prepaid, at least ten (10) days prior to the date when the next payment of Rent or other sum payable to the Landlord under the Lease is due. Such attornment shall be effective and self-operative without the execution of any further instrument by Lender and Tenant immediately upon the succession by Lender or such other party to the interest

of the Landlord under the Lease; and the respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any extension of renewal permitted thereby, shall be and are the same as are now set forth in the Lease or as it may have been modified with Lender's consent.

4. Tenant agrees that no notice given by Tenant to Landlord under the Lease shall be effective against Lender until Lender shall have received a copy thereof and afforded the same time allowed to Landlord under the Lease to cure any Landlord default. All notices given hereunder to any party shall be sent by US Certified Mail, Return Receipt Requested, or by nationally recognized overnight courier providing proof of delivery, and sent to the following addresses, until changed by any party by notice given as herein described:

To Lender:

To Landlord:

To Tenant:

5. This Agreement shall be binding on and inure to the benefit of the Tenant, the Lender and their respective successors and assigns, including but not limited to the purchasers at or in lieu of a foreclosure under the Mortgage.

Landlord joins in this Agreement for the purpose of consenting to the provisions hereof and agrees to be bound hereby.

IN WITNESS WHEREOF, Tenant, Landlord and Lender have caused this Agreement to be executed on _____. The effective date of this Agreement shall be the date upon which Tenant receives a fully executed original of this Agreement from Landlord.

LANDLORD:

<>

By: _____
Name
Title:

TENANT:

West Marine Products, Inc., a California corporation

By _____

By: _____

LENDER:

By _____

Title _____

By _____

Title _____

STATE OF CALIFORNIA)
: ss.
SANTA CRUZ COUNTY)

On _____, before me, the undersigned Notary Public, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument, and they acknowledged to me they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which these persons acted executed the within instrument according to its Bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal:

_____
NOTARY PUBLIC

STATE OF _____)
: ss.
COUNTY OF _____)

On _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____ personally known to me OR proved to me on the basis of satisfactory evidence (strike out inappropriate wording) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his or her authorized capacity, and that by his or her signature on the instrument the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal:

_____
NOTARY PUBLIC

STATE OF _____)
: ss.
COUNTY OF _____)

On _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____ and _____ personally known to me OR proved to me on the basis of satisfactory evidence (strike out inappropriate wording) to be the persons whose names are subscribed to the within instrument and they acknowledged to me that they executed the same in their respective authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which they acted, executed the instrument.

WITNESS my hand and official seal:

_____
NOTARY PUBLIC

EXHIBIT "G"

FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIVE COVENANTS

[SEE ATTACHED]

CFN 2009068387, OR BK 5930 Page 1475, Recorded 04/15/2009 at 07:31 AM, Scott Ellis, Clerk of Courts, Brevard County

D 4480

5

Return to:
West Marine Products, Inc.
Attn: Store Development
500 Westridge Drive
Watsonville, CA 95076

FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIVE COVENANTS

THIS FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIVE COVENANTS ("First Amendment") is made and entered into this 31st of March, 2009, by and between Regions Bank ("Regions"); Andrew Messick and Audrone Messick, husband and wife ("Messick") as successors in interest to George McCall, Sr.., George McCall, Jr., and John McCall; and Holiday CVS, LLC, a Florida limited liability company ("CVS") as assignee of Eckerd Corporation, a Delaware corporation.

WITNESSETH

WHEREAS, Andrew Messick and Audrone Messick, husband and wife, are the owners of the Eckerd Parcel as defined in the Declaration located in the City of Melbourne, County of Brevard, State of Florida;

WHEREAS, Regions Bank is the owner of the Outparcel as defined in the Declaration located in City of Melbourne, County of Brevard, State of Florida;

WHEREAS, CVS, is the ground lessee of the Eckerd Parcel as assignee of Eckerd under Assignment and Assumption of Real Property Leases dated July 31, 2004.

WHEREAS, the Declarant recorded the Declaration of Reciprocal Easements and Restrictive Covenants ("Declaration") in the records of the Clerk of the Courts of Brevard County, Florida at CFN 98173901 OR Book 3894, Page 1793 on September 9, 1998;

WHEREAS, the parties desire to amend the Declaration in certain respects.

Return to Susie Jackson
Chicago Title Insurance Co.
5447 Nellie Davis Lane
Tampa, FL 33634

UPS

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and conditions herein contained the parties do hereby agree to amend the Declaration in the following respects:

1. Section 13 of the Declaration entitled USE RESTRICTIONS is hereby modified to specifically allow West Marine Products, Inc., its successors and assigns ("West Marine"), to use the Eckerd Parcel for the renting, leasing, selling, or displaying of boats and/or boat related trailers pursuant to a certain Sublease between CVS and West Marine.

2. Except as modified by this First Amendment, the Declaration remains unchanged.

3. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, pdf form or faxed form and the parties may adopt signatures received by a receiving fax machine or received in pdf format as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this First Amendment which was so faxed or sent in pdf format. The parties acknowledge that this First Amendment will be recorded and as such provision of original signatures are necessary for such recordation.

[Signatures on pages following.]

OWNER OF OUTPARCEL:

Signed, sealed and delivered
the presence of:

Rena Goodwin
(Signature)
Print Name: RENA Goodwin

Angelia L. Marley
(Signature)
Print Name: Angelia L. Marley

Regions Bank

By: K. B. Pressley
Its: Senior Vice President

REGIONS BANK
CORPORATE SEAL

STATE OF ~~FLORIDA~~ ALABAMA
COUNTY OF ~~PINELLAS~~ SHELBY

The foregoing instrument was acknowledged before me this 31 day of March, 2009, by KEITH PRESSLEY, as SVP of Regions Bank. He is personally known to me.

Randi L Diems
Notary ~~Public~~

Print Name: RANDI L DIEMS

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 7, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS

ASSIGNEE OF ECKERD:

Signed, sealed and delivered
in the presence of:

(Signature)
Print Name: ~~Robert Hassett~~

(Signature) Dorothy T. O'Brien
Print Name:

Holiday CVS, LLC, a Florida limited liability company

By:

Its: Michael B. Nulman ~~Assistant Secretary~~

CVS LEGAL APPROVAL

STATE OF ~~FLORIDA~~ Rhode Island
COUNTY OF Providence

~~March~~ April The foregoing instrument was acknowledged before me this 3rd day of ~~March~~, 2009, by Michael B. Nulman, as Assistant Secretary of Holiday CVS, LLC, on behalf of the corporation. He is personally known to me,

Notary Public

Print Name: Dawn M Allard
Notary Public
State of Rhode Island
My Commission Expires 06/22/2011

DAWN M. ALLARD NOTARY PUBLIC STATE OF RHODE ISLAND

OWNERS OF ECKERD PARCEL:

(Signature)
Print Name: Thomas Evan Daniell

Andrew Messick

(Signature)
Print Name: Avis Daniell

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 2 day of March, 2009, by Messick Andrew. He is personally known to me or has produced Known to Me as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Heather Jackowick
Commission # DD823818
Expires: SEP. 27, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Notary Public

Print Name: Heather Jackowick

(Signature)
Print Name: Thomas Evan Daniell

Audrone Messick

(Signature)
Print Name: Avis Daniell

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 2 day of March, 2009, by Audrone Messick. She is personally known to me or has produced Known to Me as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Heather Jackowick
Commission # DD823818
Expires: SEP. 27, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Notary Public

Print Name: Heather Jackowick

EXHIBIT E

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2820242		34V0

Pay your taxes online at www.brevardtc.com

MESSICK, ANDREW
MESSICK, AUDRONE
C/O CVS PROPERTY TAX DEPT
1 CVS DR
WOONSOCKET, RI 02895-0000

1001 W NEW HAVEN AVE

CLINES CORNER PART OF BLK A AS DESC IN ORB 1767 PG 1006 & AS DESC AS PARCEL
See Additional Legal on Tax Roll

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.0942	1,668,930	0	1,668,930	5,164.00
BREVARD LIBRARY DISTRICT	0.3240	1,668,930	0	1,668,930	540.73
BREVARD MOSQUITO CONTROL	0.1339	1,668,930	0	1,668,930	223.47
S BREVARD REC DIST	0.3144	1,668,930	0	1,668,930	524.71
SCHOOL - BY STATE LAW	3.0540	1,668,930	0	1,668,930	5,096.91
SCHOOL - BY LOCAL BOARD	0.7480	1,668,930	0	1,668,930	1,248.36
BPS VOTED TEACHER PAY	1.0000	1,668,930	0	1,668,930	1,668.93
SCHOOL - CAPITAL OUTLAY	1.5000	1,668,930	0	1,668,930	2,503.40
CITY OF WEST MELBOURNE	1.7724	1,668,930	0	1,668,930	2,958.01
FIRE CONTROL MSTU	0.6431	1,668,930	0	1,668,930	1,073.29
ST JOHNS RIVER WATER MGMT DST	0.1793	1,668,930	0	1,668,930	299.24
FLA INLAND NAVIGATION DIST	0.0270	1,668,930	0	1,668,930	45.06
SEBASTIAN INLET DISTRICT	0.1518	1,668,930	0	1,668,930	253.34
ENV END LD/WTR LTD	0.0457	1,668,930	0	1,668,930	76.27
ENV END LD/WTR LTD(DBTP)	0.0262	1,668,930	0	1,668,930	43.73

TOTAL MILLAGE	13.0140	AD VALOREM TAXES	$21,719.45

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY		AMOUNT
108	STORMWATER W MELB	746.29
158	SOLID WASTE DISPOSAL	618.86
172	FIRE SERVICE FEE - CITY OF WES	3,829.29

PAY ONLY ONE AMOUNT IN BOXES BELOW	NON-AD VALOREM ASSESSMENTS	$5,194.44

If Paid By	Nov 30, 2026	Dec 31, 2026	Jan 31, 2027	Feb 28, 2027	Mar 31, 2027
Please Pay	$25,837.33	$26,106.47	$26,375.61	$26,644.75	$26,913.89

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2026 REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2820242		34V0

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RETURN WITH PAYMENT

MESSICK, ANDREW
MESSICK, AUDRONE
C/O CVS PROPERTY TAX DEPT
1 CVS DR
WOONSOCKET, RI 02895-0000

SAVE TIME, PAY ONLINE

NO SERVICE FEE FOR E-CHECKS

PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

If Paid By	Nov 30, 2026	Dec 31, 2026	Jan 31, 2027	Feb 28, 2027	Mar 31, 2027
Please Pay	$25,837.33	$26,106.47	$26,375.61	$26,644.75	$26,913.89