

EXHIBIT "A"

Being all of that portion of Lots Nos. Eight (8) Nine (9) and Ten (10), Block No. Twelve (12), of the Paredes Addition to the City of Brownsville, Cameron County, Texas;
SAVE AND EXCEPT that portion of said Lots reserved and retained by the City of Brownsville for the International Boulevard right-of-way, the portion of said lots owned by the owner and constituting the subject matter of this Contract, containing 10,440 square feet, more or less

XV. QUIET POSSESSION.

LANDLORD shall warrant and defend TENANT in the quiet and peaceful possession and enjoyment of the Premises during the term hereof without any interruption by LANDLORD or any person claiming under or through LANDLORD or any person with title superior to TENANT.

XVI. NOTICES.

Whenever either party hereto is required to give notice to or make demand upon the other party, it shall be sufficient service of such notice or demand ^{to deposit the same} in the post office in an envelope addressed to the other party at the address of such other party last filed by it with the party giving such notice, said envelope to be sent by certified mail, postage prepaid. Until notice of change of address is given, such notices shall be sent to:

LANDLORD: ESTATE OF IKE BOLLACK
c/o Julian Ashheim
119 110 Millwood Lane
San Antonio, TX 78216

TENANT: CHARTER MARKETING COMPANY
Property Department - 9th Floor
P. O. Box 4726
Jacksonville, Florida 32232

XVII. HEADINGS.

The headings of the sections of this Lease are for administrative convenience only and shall not be used to modify, interpret or construe any of the terms or provision hereof.

XVIII. REPRESENTATIONS; BINDING EFFECT.

The making, execution and delivery of this Lease have not been induced by any representations, statements, warranties or agreements other than those herein expressed. This lease shall extend to and be binding upon the

8/10

eminent domain or proceeding in lieu thereof, then this Lease shall terminate on the date when title vests in the condemning authority pursuant to such taking or proceeding in lieu thereof, and the rent shall be apportioned as of said date and any rent paid for any period beyond said date shall be repaid to TENANT. If only a part of the Premises is taken, TENANT may elect to terminate this Lease as of the date when title vests in the condemning authority. In the event this Lease is terminated, TENANT shall receive out of the award the unamortized cost of all of TENANT'S improvements and trade fixtures as set forth on TENANT'S books of account as of date of transfer of title to the condemning authority and the present value (discounted at 8% per annum) of the difference between the rent under this Lease and the fair market rental value of the Premises (as estimated by TENANT'S appraiser) for the remainder of the term of the Lease including any period covered by renewal option or options whether or not exercised by TENANT. If only a part of the Premises are taken and TENANT elects not to terminate this Lease, then LANDLORD shall seek an award for its damages and shall restore the Premises as near as possible to its previous physical condition and the rent will be reduced in proportion to the ratio of the land taken to the entire land before taking.

XII. OPTION TO EXTEND LEASE.

TENANT shall have the option to extend this Lease for one (1) further period of five (5) years from the date of the expiration hereof, upon all of the terms, covenants, and conditions of this Lease.

XIII. RIGHT OF FIRST REFUSAL.

6/10

the Premises, including any trade fixtures or business equipment placed upon the Premises by TENANT, with the exception of the underground storage tanks, whether attached to the Premises or not, or to sell and convey same to LANDLORD at a price agreeable to both LANDLORD and TENANT. Upon expiration of this Lease Agreement or sooner termination, the underground storage tanks shall remain with the Premises and become the property and responsibility of LANDLORD. TENANT shall insure that the tanks are emptied of all petroleum products. TENANT, at its own expense, shall repair any damage to the Premises caused by the removal of any such property.

IX. SURRENDER OF PREMISES.

At the expiration of this Lease term or any extension thereof, TENANT shall have a period of sixty (60) days within which to wind up its business, remove its property from the Premises, and repair any damages caused by removal of such property, and shall pay to LANDLORD an amount equal to the daily rental rate for the last preceding term for the number of days actually utilized for such purpose. On or before the expiration of this sixty (60) day period, TENANT shall surrender the Premises in as good order and condition as of the date of this Lease, reasonable use and wear thereof, damage by fire, the elements, civil commotion, act of God, and other causes beyond the control of TENANT excepted.

X. DESTRUCTION OF PREMISES.

In the event the building or other improvements located on the Land are partially or totally damaged by fire or other peril covered under the standard fire and extended coverage insurance policy described in Section VII hereof, the resulting proceeds of such policy of insurance shall

TENANT shall pay LANDLORD as rental for the Premises the sum of FIFTEEN HUNDRED SIXTY-EIGHT AND NO/100 (\$1,568.00) DOLLARS per month, inclusive of sales tax, if any, payable in advance on the 15th day of each month, with the first month's rental paid to LANDLORD by TENANT upon the effective date of this Lease Agreement.

IV. UTILITIES, TAXES AND ASSESSMENTS.

TENANT shall pay all charges for water, gas or electricity used on the Premises by TENANT and TENANT'S agents or employees. TENANT hereby agrees to assume and to pay before delinquency, in addition to the rentals hereinabove provided, all licenses, business permits, and all taxes and assessments upon the real property, improvements, and equipment of TENANT.

V. INDEMNIFICATION.

TENANT agrees to assume and discharge, and to indemnify and save harmless LANDLORD from and against any loss which may arise from any injury to persons or damage to property caused by the use or operation of said Premises by TENANT, except to the extent that such damage is caused by the negligence of LANDLORD or LANDLORD'S agents, servants or employees, and except to the extent that such damage arises from or is in any manner connected with any environmental problem or condition existing on the Premises prior to the commencement of this lease term or any activity conducted on the Premises prior to the commencement of this lease term.

VI. INSURANCE.

TENANT shall, at its own expense, maintain general liability insurance in the sum of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS