



APPLICATION FOR A VARIANCE

APPLICATION MUST BE FILED IN PERSON, CAN NOT BE ACCEPTED BY MAIL

Variance requested on property located at: 6736 N Tryon
Property Zoned: B2 Zoning Map #: 71 & 77 Tax Parcel #: 04908103
Property Owner: JSK Investments
Date Existing Structure Erected: Existing

TO THE CHARLOTTE ZONING BOARD OF ADJUSTMENT:

I Jose Morales, hereby petition the Board of Adjustment for a VARIANCE from the literal provisions of the Charlotte Zoning Ordinance because, under the interpretation given to me by the Zoning Administrator, I am prohibited from using the parcel of land described above in a manner shown by the Plot Plan attached to this form. I request a variance from the following provisions of the Zoning Ordinance (cite Section numbers and Code requirements):

9.1103 (10)

Describe the VARIANCE being requested on the above referenced property:

135' from required 400' for a nightclub

FACTORS RELEVANT TO THE ISSUANCE OF A VARIANCE:

The Board of Adjustment does not have unlimited discretion in deciding whether to grant a variance. Under the state enabling act, the Board is required to reach three conclusions as a prerequisite to the issuance of a variance: (a) that there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the Ordinance, (b) that the variance is in harmony with the general purposes and intent of the Ordinance and preserves its spirit, and (c) that in the granting of the variance, the public safety and welfare have been assured and substantial justice has been done. In the following spaces, indicate the facts and the argument you plan to render, in order to convince the Board, to properly determine that each of these three (3) CONCLUSIONS are applicable to this structure and site.

(a) THERE ARE PRACTICAL DIFFICULTIES OR UNNECESSARY HARDSHIPS IN THE WAY OF CARRYING OUT THE STRICT LETTER OF THE ORDINANCE. The courts have developed three rules to determine whether, in a particular situation, "practical difficulties or unnecessary hardships" exist. State facts and arguments in support of each of the following:

- (1) If he complies with the provisions of the Ordinance, the property owner can secure no reasonable return from, or make no reasonable use of, his property.
(It is not sufficient that failure to grant the variance simply makes the property less valuable.)

Without the variance the business for that particular area has been to slow therefore making it into a more active place it can avoid going out of business

MEETING DATE _____

- (2) **The hardship of which the Applicant complains results from unique circumstances related to the Applicant's land.** (Note: Hardships common to an entire neighborhood, resulting from overly restrictive zoning regulations, should be referred to the Charlotte-Mecklenburg Planning Commission. Also, unique personal or family hardships are irrelevant since a variance, if granted, runs with the life of the land.)

N/A

- (3) **The hardship is not the result of the Applicant's own actions.**

It is a result of the market and demographics

- (b) **THE VARIANCE IS IN HARMONY WITH THE GENERAL PURPOSE AND INTENT OF THE ORDINANCE AND PRESERVES ITS SPIRIT.** (State facts and arguments to show that the requested variance represents the least possible deviation from the letter of the Ordinance to allow a reasonable use of the land; and, that the use of the property, if the variance is granted, will not substantially detract from the character of the neighborhood.)

The intent of this code and regulation is to minimize noise and sight nuisances to adjacent resident property only. Exhibit # X illustrates that these conditions are met.

- (c) **THE GRANTING OF THE VARIANCE SECURES THE PUBLIC SAFETY AND WELFARE AND DOES SUBSTANTIAL JUSTICE.** (State facts and arguments to show that, on balance, if the variance is denied, the benefit to the public will be substantially outweighed by the harm suffered by the Applicant.)

If the variances are not granted the business will be lost and this is already an inactive neighborhood, will have one more boarded up building creating an eyesore and more of a nuisance than the club will ever be.

I certify that all of the information presented by me in this application is accurate to the best of my knowledge, information, and belief.

Mercedes Castro
Signature of Applicant
MERCEDES CASTRO
Typed or Printed Name of Applicant

COMPLETE ADDRESS

City, State, Zip Code

11-21-05
Date

Telephone Number

Jose Morales
Represented By: (signature)
JOSE MORALES
Typed or Printed Name of Above
13033 Graymist Dr.
COMPLETE ADDRESS
Charlotte NC 28215
City, State, Zip Code
11-21-05
Date
704 573 0911
Telephone Number

IF THE APPLICANT IS NOT THE OWNER OF THE PROPERTY, indicate the owner's name and address, along with a notarized letter signifying approval **TO REQUEST A VARIANCE** on his property.

Property Owner JSK Investments
(If different from Applicant)
Address 411 Webster Pl.
City, State & Zip Charlotte NC 28209

TYPE OR PRINT the **COMPLETE** names, tax parcel numbers, mailing addresses and zip codes for the owners of the adjacent properties, including the properties directly across the street:

ADJACENT PROPERTY OWNERS:

1. Kenneth Gerald Lockard Tax Parcel # 04908108
7148 Demidici
Delray Beach Fl. 33446
2. Service United States Postal Tax Parcel # 04908109
PO Box 27495
Greensboro NC 27495
3. Daniel J Burns III Tax Parcel # 04908323
6715 Kemp St.
Charlotte NC 28213
4. Jason & Rebecca Corely Tax Parcel # 04908322
6707 Kemp St.
Charlotte NC 28213
5. Por Vang & Ka H Vang Tax Parcel # 04908326
6741 Kemp St.
Charlotte NC 28213
6. Ruth H Prince Tax Parcel # 04911203
6708 Kemp St.
Charlotte NC 28213
7. Ruth H Prince Mrs JE by ENT Tax Parcel # 04911204
6708 Kemp St.
Charlotte NC 28213
8. William Andrew Davis Tax Parcel # 08925419
~~7700~~ 321 Owen Blvd.
Charlotte NC 28213
9. Simmo LLC Tax Parcel # 08925197
PO Box 30864
Sea Island GA 31561

(Attach additional sheet if necessary).

These persons, including the Applicant and the representative, will be notified in writing of the date, time, and place of the hearing.

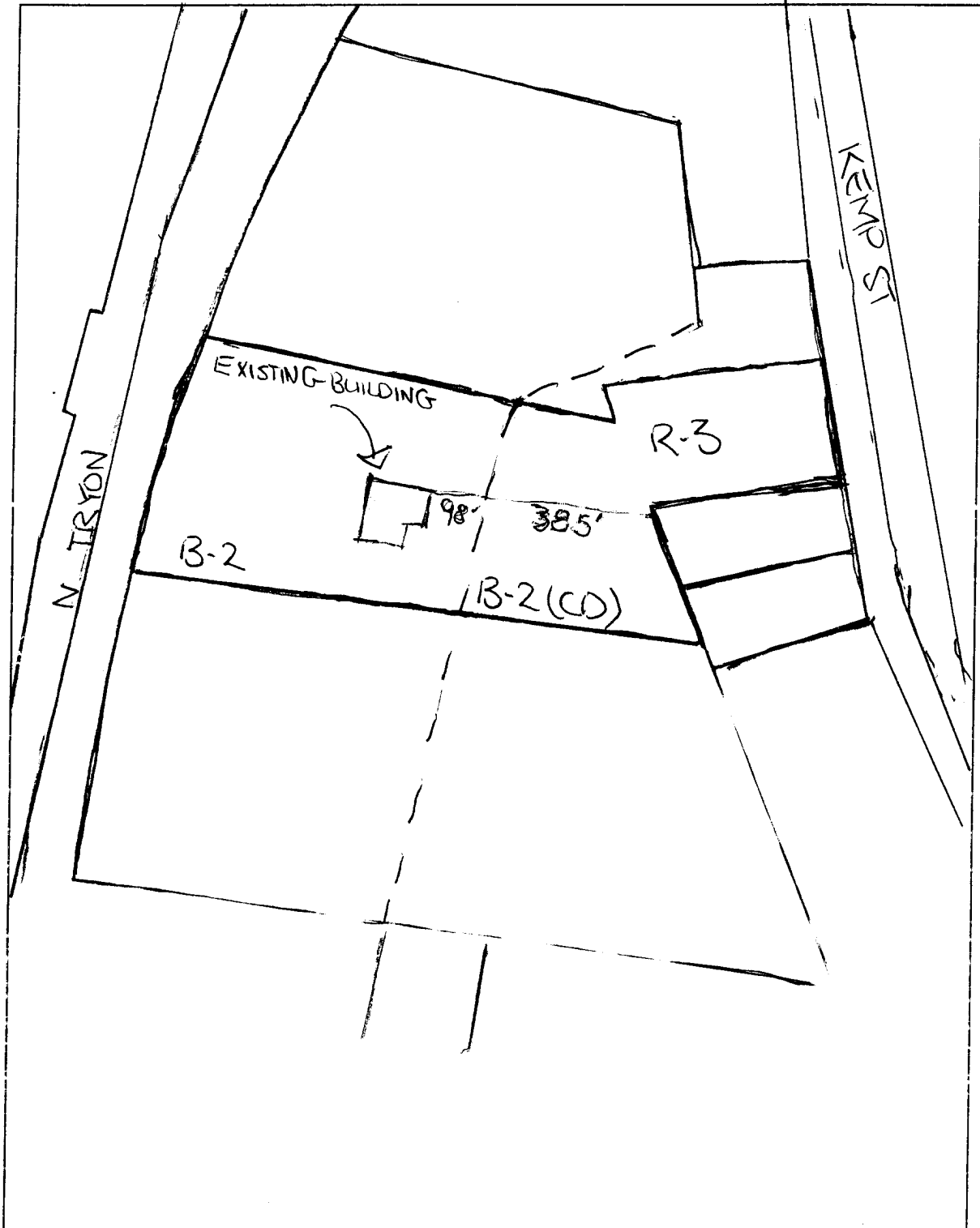
Mailing
3637 Drury Rd.
Greensboro, NC 27410

ADJACENT PROPERTY OWNERS:

- | | | |
|-----|---|-----------------------|
| 1. | Melvin F. Graham
1100 Fairview Rd #235
Charlotte NC 28210 | Tax Parcel # 08917299 |
| 2. | Partnership Tobacco Tags Ltd.
801 N. Tryon Street
Charlotte, NC 28213 | Tax Parcel # 04911202 |
| 3. | | Tax Parcel # |
| 4. | | Tax Parcel # |
| 5. | | Tax Parcel # |
| 6. | | Tax Parcel # |
| 7. | | Tax Parcel # |
| 8. | | Tax Parcel # |
| 9. | | Tax Parcel # |
| 10. | | Tax Parcel # |

These persons, including the Applicant and the Representative, will be notified in writing of the request for the Administrative Variance and provided the opportunity for comment. (Attach additional sheet if necessary).

WITHIN THIS BOX, DRAW A SITE PLAN, TO SCALE, DESCRIBING THE PROPERTY AND VARIANCE REQUEST. PROVIDE ALL APPROPRIATE DIMENSIONS, BUILDINGS/STRUCTURES AND THEIR DISTANCE TO THE PROPERTY LINES, RIGHT-OF-WAYS, ETC.

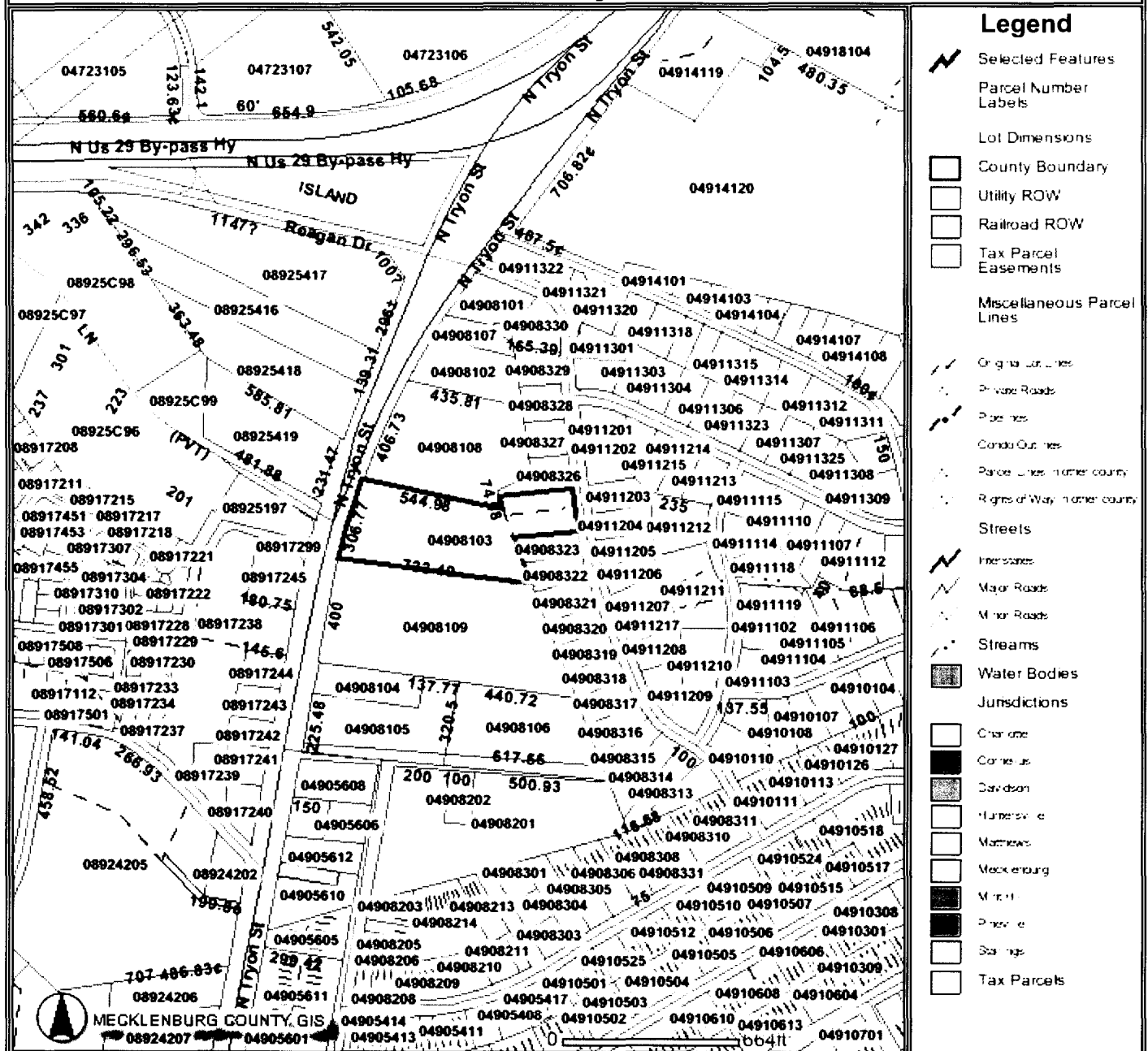


Mecklenburg County, North Carolina

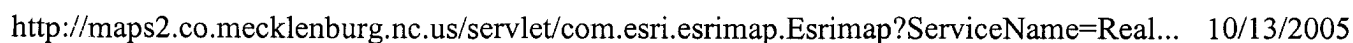
POLARIS

Property Ownership Land Records Information System

Date Printed: Fri Oct 7 12:35:23 EDT 2005

6736 N Tryon St

This map is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.



STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF MECKLENBURG

THIS LEASE AGREEMENT (this "Lease"), made and entered into effective March 15, 2005 by and between JSK Investments, Inc., a resident of Charlotte, North Carolina (hereinafter called the "Landlord") and Mercedes G. Castro, residents of 3132 Rosehill Drive, Charlotte, North Carolina (hereinafter called the "Tenant"):

WITNESSETH:

In consideration of the rental to be paid to the Landlord by the Tenant, as hereinafter provided, and of the covenants and agreements upon the part of the Landlord and the Tenant to be kept and performed, the Landlord hereby leases to the Tenant, and the Tenant leases from the Landlord, a portion of certain real estate located at 6736 N. Tryon Street, City of Charlotte, County of Mecklenburg, North Carolina (the "Property"), said Property being more particularly described on Exhibit A attached hereto and incorporated herein by reference and identified as Tax Parcel No. 049-081-03 on the records of the Charlotte-Mecklenburg Tax Department and by this reference made a part hereof, and improvements located thereon, including a building currently located on the Property (hereinafter called the "Building"), sidewalks and all other appurtenances, tenements, hereditaments, rights and easements pertaining to such property (the Property and the Building, together with the above-described improvements and appurtenances, hereinafter called the "Leased Premises") to be occupied and used upon the terms and conditions herein set forth. THE PARCEL THAT IS PRESENTLY BUILT AS A GO-KART TRACK WILL BE DELENIATED FROM THE LEASED PARCEL, THUS DELETING THIS SUB-PARCEL FROM THE LEASED PREMISES. THIS PARCEL WILL BE IDENTIFIED BY LANDLORD THROUGH SURVEY THAT IS PRESENTLY IN PROCESS. It is the intent of the Landlord to lease or develop the GO-KART parcel and the tenant agrees and understands that in compensation for a reduced monthly rent they will not object to any development of this tract as long as the owner provides adequate access and parking to the Tract that includes the existing building, putt-putt course, waterfalls and batting cages.

- March 15, 2005 (MC)
1. **Term of Lease.** The term hereof shall begin on ~~April 1, 2005~~ March 15, 2005, and shall be for the term of 60 months. Tenant shall also have the right to occupy the Leased Premises and construct improvements thereon during the period beginning on the date hereof and continuing through completion, subject to the terms and conditions of this Lease.
 2. **Rental.** Except as otherwise expressly provided herein, for the period commencing on June 1, 2005, Tenant shall pay to Landlord monthly rental installments of \$3500.00 each; Tenant also agrees to prepay the first and seventh month's rent in the total amount of \$7000.00 at the time of Lease execution.. Each monthly rental installment shall be due in advance on the 1st day of each month during the term of this Lease, and shall be mailed or delivered to Landlord at the address provided herein. In the event that Landlord receives any monthly installment of rent more than ten (10) days following the due date of such installment, in addition to the rent, a late fee in the amount of 10% of the rental installment shall be assessed and shall accrue immediately, and for each period of thirty (30) days beyond said 10th day of the

month, a late fee in the amount of 10% of the rental installment shall be assessed and shall accrue until such rent, including late fees as provided herein, is paid in full. Rental payment will increase annually on the anniversary of December 1st in the amount of 5% during lease term.

3. **Security Deposit.** Upon Tenant's execution of this Lease, Tenant shall deliver to Landlord an initial security deposit in the amount of \$3500.00 (this amount, together with the additional monies described below, are hereinafter collectively called the "Security Deposit"). Landlord shall hold the Security Deposit subject to the following: In case of any default by Tenant in the performance of any of the terms, covenants or conditions of this Lease (including without limitation, payment of any monetary amounts required under the Lease), Landlord is hereby authorized by Tenant to apply the Security Deposit (or such portion thereof as is necessary) to the damages, losses and expenses (including without limitation, reasonable attorneys' fees and expenses) resulting from such default or toward the payment or reduction of any claim of Landlord against Tenant. Upon demand, Tenant shall immediately pay to Landlord a sum equal to the portion of the Security Deposit expended or applied by Landlord to maintain the Security Deposit in the amount initially deposited with Landlord. If this Lease shall terminate because of any default by Tenant, Landlord may thereafter hold the Security Deposit and apply the same (or such portion thereof as is necessary) to the damages, losses and expenses of Landlord (including without limitation, reasonable attorneys' fees and expenses). Upon the expiration of this Lease, if Tenant is not then in default in the performance of any of the terms, covenants or conditions of this Lease, Landlord shall return the balance of the Security Deposit to Tenant. Landlord's obligations with respect to the Security Deposit are those of a debtor and not a trustee, and Landlord can commingle the Security Deposit with Landlord's general funds. Landlord shall not be required to pay Tenant interest on the Security Deposit.
4. **Option to Buy.** Not Available.
5. **Net Lease.** It is the intention of Landlord and Tenant that the rental specified herein shall be net to Landlord in each year during the term hereof, and all costs, expenses, taxes (including ad valorem real property taxes), utilities, insurance and other similar items relating to the Leased Premises, including without limitation, all costs and expenses related to maintenance, repairs and replacements hereunder, shall be paid by Tenant.
6. **Utilities.** During the term of this Lease, Tenant shall pay for all utilities used in or about the Leased Premises including, but not limited to, electricity, water, sewer services, gas and telephone, and for any other utility charges on the Leased Premises, and Tenant shall make such payments when they become due.
7. **Interruption of Services.** Landlord shall not be or become liable for damages to Tenant alleged to be caused or occasioned by or in any way connected with or the

result of any interruption, defect or breakdown from any cause whatsoever in any of the services herein referred to in Paragraph 6 hereof.

8. **Alterations.**

- (a) Tenant may, at its own expense and with Landlord's prior written approval not to be unreasonably withheld, make such alterations, additions, improvements and changes to the Leased Premises as Tenant may deem necessary or expedient in the operation of its business; provided, however, that Tenant, without the prior written consent of Landlord, shall not tear down or materially demolish any of the improvements on the Leased Premises, or make any material change or alteration in such improvements. Any alteration, addition, improvement or change shall also be subject to the following minimum conditions:
 - (i) Tenant shall submit the complete plans and specifications for any proposed alteration, improvement or change to Landlord for Landlord's prior written approval, which approval shall not be unreasonably withheld.
 - (ii) Tenant shall pay or cause to be paid the entire cost of the alterations, changes or improvements.
 - (iii) Tenant shall indemnify and hold Landlord harmless from and against any actual or threatened claim or lien of contractors, subcontractors, materialmen or others in connection with any alterations, changes or improvements of or to the Leased Premises and the surrounding property, and all costs incurred by Landlord, including without limitation reasonable attorneys' fees and costs, in connection therewith.
 - (iv) Tenant shall indemnify and hold Landlord harmless from all claims and damages, actual or threatened, including without limitation reasonable attorneys' fees and costs, resulting or arising from said alterations, changes or improvements other than those resulting or arising solely from negligent acts of Landlord or his agents.
 - (v) Landlord shall not be responsible for loss of material or equipment of any contractors, subcontractors or materialmen.
 - (vi) Tenant shall file all applications, shall obtain and pay for all necessary permits, licenses and authorizations and shall comply with all applicable governmental requirements.
 - (vii) No alterations, changes or improvements shall at any time be made which shall impair the structural soundness of any improvement to the Leased Premises.

- (viii) All work done in connection with any alterations, changes or improvements shall be done in a good and workmanlike manner and in compliance with the building and zoning laws of the City of Charlotte, County of Mecklenburg and State of North Carolina, and with all other laws, ordinances, orders, rules and regulations. Any improvement to the Leased Premises (including without limitation, all fixtures) or any part thereof during the term of this Lease shall at the time said improvement is made become a part of the realty and the absolute property of Landlord without payment of any kind therefor by Landlord.
- (b) Prior to the commencement of any alterations, improvements, changes or repairs, Tenant shall obtain the contractor's estimate or bid, as the case may be, of the cost of such alterations, improvements, changes or repairs and supplies and materials related thereto and submit the same to Landlord. Thereafter, Tenant shall, at its own expense, furnish Landlord with a bond of a reputable bonding or surety company approved by Landlord to secure Landlord against liability because of any mechanic's, materialman's or other liens or claims against the Leased Premises or otherwise, up to and including the full amount of the submitted estimate or bid, as the case may be. Surety on such bonds shall be bound, jointly and severally, by any determination or decision which is binding on Tenant and shall, on demand by Landlord, pay over to Landlord any sums for which Tenant may be liable to Landlord. At Landlord's option, Tenant's surety may be joined as a party in any arbitration with Tenant pursuant to this Lease. Notwithstanding anything to the contrary in this Lease, if Tenant fails to furnish said bonds prior to and during the provision of any labor or materials at or for the Leased Premises, such failure shall be deemed an immediate default without notice from Landlord or opportunity to cure, provided, however, if any existing bond is canceled by the surety company due to no act or omission by Tenant, then Tenant shall have two (2) business days to secure a replacement bond. At all times, Tenant shall keep and cause any subtenants to keep the Leased Premises free from any and all security interests and mechanic's, materialman's and other liens or claims and free of violations of governmental requirements and of any other security interests, liens or encumbrances of any kind, nature, and description growing out of or connected with constructing and equipping in, on or about the Leased Premises, and the operation of any business at the Leased Premises. If Tenant shall fail to discharge any lien or claim of lien or to provide Landlord with security as herein provided, then Landlord may, at his option, pay or discharge any such lien or claim of lien on Tenant's behalf, and Tenant shall pay Landlord all amounts spent by Landlord, including costs, expenses and reasonable attorneys' fees incurred by Landlord, together with interest at the legal rate, which payment shall be made upon demand by Landlord. If Tenant desires to contest any such lien, Tenant shall first furnish to Landlord security in the amount of the claim, plus costs and interest, or shall procure a bond of a reputable bonding company in said amount.
- (c) Notwithstanding subparagraph (a) of this Paragraph, all machinery, furniture, equipment and other personal property installed in the Leased Premises at Tenant's expense (but excluding fixtures), shall be and remain personal property and the

property of Tenant, removable by Tenant at his option at the expiration or sooner termination of this Lease, provided such removal is completed by the expiration of the thirty (30) day period immediately following such termination, and provided further that Tenant is not then in default hereunder at the time of such termination. Tenant shall, however, repair any damage caused by such removal. If Tenant fails to remove such property within the period herein specified, such property not removed by Tenant shall be deemed abandoned by Tenant and become, at Landlord's option, the property of Landlord.

9. **Right of Entry.** Landlord or his agents may, at all reasonable times and upon prior notice, enter the Leased Premises: (i) To inspect or protect the Leased Premises or any of its equipment thereon; (ii) to effect compliance with any law, order, ordinance, rule or regulation of any lawful authority; (iii) to make or supervise repairs, alterations or additions; (iv) during the last nine (9) months of the term or at any time Tenant is in default hereunder, to exhibit the Leased Premises to prospective tenants, purchasers or other persons; and (v) to alter or otherwise prepare the Leased Premises for re-occupancy at any time after Tenant has vacated the Leased Premises. No authorized entry by Landlord shall constitute an eviction of Tenant or a deprivation of Tenant's rights, alter the obligations of Tenant, or create any right in Tenant adverse to Landlord's interests hereunder and the rent reserved shall in no way abate, by reason of loss or interruption of business of Tenant, or otherwise, while any repairs, alterations, improvements or additions are being made. During the last nine (9) months prior to the expiration of the term of this Lease or any renewal terms, Landlord or his agents may place upon the Leased Premises the usual notices "For Lease" or "For Sale", which notices Tenant shall permit to remain thereon without molestation.
10. **Condition of Leased Premises; Use and Occupancy.** Tenant hereby acknowledges that, notwithstanding anything contained herein to the contrary, Tenant accepts the Leased Premises in its current "AS IS" "WHERE IS" condition, with all faults and defects (whether patent, latent or other kind), and without any warrant or representation, express or implied, with respect to the condition or fitness for occupancy or use of the Leased Premises. Tenant will not hold Landlord liable for any defects in, or defective condition of, the Leased Premises, except as otherwise expressly provided herein.

Tenant agrees that the Leased Premises shall be used solely for the purpose of conducting Retail Sales of Automobiles. Property will not be used for Mechanical shop or repair services (Retail Sales Only). The property will not be used for any other purpose without Landlord's prior written consent. Tenant covenants that it will not allow the Leased Premises to be used for any illegal or immoral purpose (including, but not limited to, nudity, topless dancing or waitering, or the exhibition or sale of any pornographic items), and that it will not do or suffer to be done, in or about the Leased Premises, any act or thing that may be a nuisance, annoyance, inconvenience or damage to Landlord, the occupants and owners of adjoining property, or the residential neighborhoods in that area other than as expressly permitted in this Lease. Tenant agrees that upon the termination of this Lease, Tenant will

vacate and surrender possession of the Leased Premises to Landlord in as good condition as the Leased Premises were during the commencement of the operation of the restaurant business, excepting only ordinary wear and tear arising from use thereof under this Lease, insured casualty or any other condition not required to be repaired or replaced by Tenant.

11. **Insurance.** Tenant shall keep the Building and all other improvements, structures, fixtures and equipment on the Leased Premises insured against loss or damage by fire, lightning, windstorm, earthquake and similar hazards covered by insurance of the type now known as "fire, casualty and extended coverage" in an amount equal to the full replacement value of all improvements, structures and equipment on the Leased Premises, with deductible of no more than \$5,000 per occurrence. In the event the Leased Premises are altered or improved in accordance with this Lease to add boiler and machinery equipment, Tenant shall keep and provide in addition to the other insurance required herein, boiler and machinery insurance covering pressure vessels, air tanks, boiler, machinery, pressure piping, and heating and air conditioning equipment in an amount equal to the full replacement value of such equipment on the Leased Premises, with deductible of no more than \$5,000 per occurrence. Tenant shall maintain and pay for such insurance on Tenant's personal property as Tenant deems appropriate for Tenant's protection. Tenant shall not use or permit upon the Leased Premises anything that will invalidate any insurance policy now or hereafter carried with respect to the Leased Premises.

Tenant shall provide and keep in force comprehensive general liability insurance covering (a) claims for bodily injury, death or property damage occurring on, in or about the Leased Premises (such coverage to include provisions waiving subrogation against the Landlord to the extent available at reasonable cost) in amounts not less than \$1,000,000 per occurrence (with such minimum amount to be increased at Landlord's request based on industry standards or recommendations or legal requirements) and (b) liability with respect to the Leased Premises as required under the worker's compensation laws of North Carolina.

The policies representing such property and public liability insurance coverage: (1) shall be by such insurer(s) as shall be financially responsible, qualified to do business in North Carolina and of recognized standing, (2) shall be in such form and have such provisions as are generally considered standard provisions for the type of insurance involved; (3) shall provide that losses thereunder shall be adjusted with the insurer by Landlord on behalf of the insured parties and the decision of the Landlord as to any adjustment shall be final and conclusive, provided, however, if Tenant is not in default under this Lease the Landlord shall obtain the Tenant's consent to such adjustment which consent shall not be unreasonably withheld, delayed or conditioned; (4) shall name Landlord as an additional party insured thereunder as his interests may appear; and (5) shall contain a provision that they may not be canceled or substantially modified without first giving Landlord not less than thirty (30) days prior written notice. A duplicate copy of the policies, or a certificate of such insurance coverage, shall be delivered to Landlord prior to commencement of the term of this Lease, and renewal policies, or copies or certificates thereof, shall be delivered to Landlord at least thirty (30) days prior to the expiration date of the preceding policy or policies, provided

until such time as the policy or the certificate is available, a binder, in usual form, will suffice.

Any provisions herein to the contrary notwithstanding, Landlord and Tenant mutually agree that, in respect to any loss of or damage to property which is covered by insurance then being carried by them respectively, the one carrying such insurance and suffering such loss hereby releases the other of and from any and all claims with respect to such loss, and waives any rights of subrogation which might accrue to the carrier of such insurance.

The proceeds of the fire, casualty and extended coverage insurance shall be held in escrow by an independent third party selected by Landlord as a special trust fund pending receipt of written instructions from Landlord within ninety (90) days of the escrow agent's receipt of said proceeds as to whether, at Landlord's option, the proceeds will be used for correction, satisfaction or replacement of the condition which led to payment of such proceeds, and if not, then such proceeds shall be paid over to Landlord; provided, however, that if Tenant is not in default under this Lease beyond any applicable cure period hereunder, then the escrow agent shall retain such proceeds to be paid over and used for application directly toward correction, satisfaction or replacement of the condition which led to payment of such proceeds. Tenant shall promptly notify Landlord of any material damage to or destruction of all or any part of the Leased Premises or any improvements, structures, fixtures or equipment located thereon.

17. **Taxes.** Tenant shall pay monthly estimated payments to the landlord 1/12th of the annual ad valorem real property taxes (including any increases in any subsequent years and his pro rata portion of taxes due for the 2005 calendar year) and assessments of any kind or nature which may be imposed upon the Leased Premises. The estimated monthly ad valorem real property taxes for 2005 is \$400.00 and will be paid with the monthly rental payment. Payment of real estate tax will begin in June 1st

The Tenant shall also pay when due all personal property taxes and assessments of any kind or nature imposed or assessed upon fixtures, equipment, merchandise or other property installed in or brought onto the Leased Premises by Tenant or any other person.

13. **Fire or Other Casualty.** Tenant shall use every reasonable precaution against fire damaging the Leased Premises, and shall in the event of fire or other casualty give immediate notice thereof to Landlord, who shall, unless, in Landlord's sole opinion, the improvements on the Leased Premises be so materially damaged that Landlord shall decide not to reconstruct, thereupon cause the damage to be promptly repaired provided proceeds of fire and extended coverage insurance are received for all costs and expenses related thereto; but if said improvements be so materially damaged or there are no available insurance proceeds for any damage to the Leased Premises that Landlord shall decide not to repair or reconstruct same, then the term of this Lease shall cease, this Lease shall terminate, and the rental payments shall be paid up to the time of the fire or other casualty with no further obligation on either party hereto to recognize this Lease except for Tenant's existing and unpaid liabilities and

obligations, including those relating to the damage or destruction of the Leased Premises. Notwithstanding the foregoing statement in this Paragraph, if Tenant is not in default under this Lease beyond any applicable cure period hereunder and insurance proceeds are available for such damage, then such proceeds shall be placed in escrow in accordance with the terms of Paragraph 11 above. In the event Landlord elects not to rebuild, notice to the Tenant shall be given on or before thirty (30) days after the occurrence of the damage. If Landlord shall rebuild, rental payments during the restoration of the Leased Premises and until its full use is again available to Tenant shall not be abated, and Landlord shall be entitled to rental payments during such restoration period whether paid by Tenant or Tenant's insurer.

14. **Condemnation.** In the event the whole or any part of the Leased Premises shall be taken under the power of eminent domain, or shall be conveyed to a governmental agency to avoid such taking, and such taking shall cause the remaining portion of the Leased Premises, if any, to be inadequate for use by the Tenant in its reasonable determination (with such determination to be made by Tenant by notice to Landlord within 15 days after Tenant receives notice of such taking from Landlord, and failure by Tenant to so notify shall be deemed an affirmative determination that the Leased Premises are inadequate for Tenant's use), for the purposes for which the same are leased, either Landlord or Tenant shall have the option to terminate this Lease as of the date Tenant is required to yield possession, in which case any unearned rental payments shall be refunded to Tenant. If a part of the Leased Premises shall be so taken that the remaining part of the Leased Premises shall be reasonably adequate for use by the Tenant, or if the remaining portion of the Leased Premises is inadequate for use by the Tenant but neither Landlord nor Tenant have terminated this Lease, then this Lease shall terminate as to the part so taken or conveyed on the day when Tenant is required to yield possession thereof. Tenant shall not be entitled to any part of any award or payment which may be paid to Landlord or made for Landlord's benefit in connection with such taking, and Tenant shall have no claim or rights as against Landlord for the value of any unexpired term of this Lease.

15. **Maintenance, Repairs and Replacements.** Tenant shall be responsible for all repair, maintenance and upkeep of the Leased Premises, including all improvements thereto, with Landlord having no responsibility in connection therewith. Tenant shall keep the Leased Premises reasonably clear and free from all dirt and other refuse, keep open all waste and drain pipes within the Leased Premises, and keep and maintain every part and portion of the Leased Premises in good order and repair, including but not limited to, all structural features of the Building comprising a portion of the Leased Premises, including gutters and downspouts, all exterior and interior walls, heating and air conditioning systems, electrical systems, plumbing, doors and windows, and the streets, sidewalks, curbing and gutters, yards and landscaping, and the paving of the driveways, parking and loading areas within the Leased Premises. Tenant shall also be responsible for the replacement of all improvements to, and all structures, components and parts of, the Leased Premises, including without limitation, those items listed herein, with Landlord having no

responsibility in connection therewith. Any and all repairs and replacements shall be accomplished with first class materials and equipment, in a good and workmanlike manner, in compliance with all applicable laws of all governmental authorities, and in a style, character and quality conforming to the previous construction. THE TENANT WILL BE RESPONSIBLE FOR MAINTAINING THE COMPLETE PARCEL INCLUDING THE PARKING AND EXISTING GO-KART TRACT. The GO-KART parcel is not leased to tenant but as a condition of this lease will maintain the parcel in clean and good order. The obligations to maintain the the GO-KART parcel will be eliminated if that parcel is leased to a new tenant.

16. **Environmental Matters.**

- (a) Tenant covenants and agrees that it shall not cause or permit any Hazardous Substances to be used, generated, stored or disposed of in, on or under, or transported to or from the Leased Premises (except in the regular course of Tenant's business activities and in compliance with applicable laws).
 - (b) Notwithstanding any other provision of this Lease to the contrary, Tenant shall indemnify, defend, protect and hold Landlord harmless from and against any and all claims, lawsuits, liabilities (including any liabilities for personal injuries), penalties, fines, judgments, forfeitures, losses, damages, costs (including cleanup costs) and expenses (including attorney's fees, consultant's fees and expert's fees) arising from or caused in whole or in part, directly or indirectly, by (i) the presence in, on, under, or about the Leased Premises of any Hazardous Substances resulting from Tenant's use, storage, transportation, generation, disposal, release or discharge of any Hazardous Substances; (ii) any discharge or release in or from the Leased Premises of any Hazardous Substances resulting from Tenant's activities; (iii) Tenant's use, storage, transportation, generation, disposal, release or discharge of Hazardous Substances to, in, on, under, about or from the Leased Premises; or (iv) Tenant's failure to comply with any Environmental Law; provided, however, that as to any such occurrence listed in items (i) through (iv) above, Tenant shall be liable and bear responsibility only for the part or portion of such occurrence caused by or arising from Tenant's actions or omissions. Tenant's obligations under this section shall survive (i) the expiration or earlier termination of this Lease; and (ii) the closing of the sale of the Leased Premises or any portion thereof pursuant to the exercise of the option to purchase the Leased Premises set forth herein.
17. For purposes of this Lease, the following definitions shall apply:

- (i) "Hazardous Substances" shall mean any "Hazardous Substances," "Pollutant or Contaminant," as such terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended any toxic substance, hazardous waste, solid waste, infectious waste, medical waste, used oil, petroleum, petroleum product, asbestos, asbestos containing material, polychlorinated biphenyls, dioxins, radon gas, or flammable or

explosive material, which are now or become in the future regulated, listed or defined in or by any Environmental Law.

- (ii) "Environmental Law" shall mean any environmental or health and safety-related law, statute, regulation, rule, ordinance, orders or by-law at the federal, state, or local level, or any foreign nation or political subdivision thereof, whether existing as of the date hereof, previously enforced, or subsequently enacted, including without limitation, the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Federal Clean Water Act, as amended, the Superfund Amendments and Reauthorization Act, the Toxic Substances Control Act, as amended, the Occupational Safety and Health Act, as amended, the Clean Air Act, as amended, the Quiet Community Act, as amended, and the Aviation Safety and Noise Abatement Act, as amended.

17. **Default.** As used in this Lease, the terms "default" and "event of default" shall mean any of the following: (i) failure of Tenant to pay any rental payments or any other sums due hereunder (including, but not limited to, taxes and insurance premiums) within a period of five (5) days after written notice from Landlord to Tenant of such default, or (ii) failure of Tenant to comply with any other term, covenant or condition of this Lease for a period of 10 days after written notice from Landlord to Tenant of such default, provided that if such default cannot reasonably be cured within said 10-day period Tenant shall have such additional time to cure as is reasonably required, so long as it proceeds diligently to do so, or (iii) abandonment by Tenant of the Leased Premises for a period of thirty (30) days during any twelve-month period during the Lease term hereunder, or (iv) Tenant shall file in any court a petition in bankruptcy or insolvency or for reorganization within the meaning of Title 11 of the United States Code, or for the appointment of a receiver or trustee of all or a portion of Tenant's assets or property, or an involuntary petition of the kind referred to in this item (iv) shall be filed against Tenant and the same is not vacated within 60 days, or (v) adjudication of Tenant as bankrupt or insolvent according to law or any assignment by Tenant for the benefit of creditors and the same is not vacated within 60 days, or (vi) involuntary assignment or attachment of or levy on Tenant's interest herein and the same is not vacated within 60 days. In any of said cases of default, Landlord, at his option, may pursue any one or more of the following remedies:

- (a) Terminate this Lease by written notice to Tenant, whereupon this Lease shall end. Upon such termination by Landlord, Tenant will at once surrender possession of the Leased Premises to Landlord and remove all of Tenant's effects therefrom in accordance with this Lease, and Landlord may forthwith re-enter the Leased Premises and repossess himself thereof, and remove all persons and effects therefrom.
- (b) Continue this Lease in full force and effect and enter upon and take possession of the Leased Premises and peaceably expel or remove any person, including the Tenant, who may be occupying the Leased Premises or any part thereof, without being liable

for prosecution of any claim for damages therefor, and diligently relet the Leased Premises as agent of Tenant and receive the rent therefor. Tenant shall remain liable for payment of all rentals and other sums due hereunder and other reasonable charges and costs imposed on Tenant herein, in the amounts, at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of Tenant all amounts received by Landlord from such reletting after first reimbursing himself for all reasonable costs incurred in re-entering, preparing and refinishing the Leased Premises for reletting.

- (c) Pursuit of any of the foregoing remedies shall not preclude Landlord from pursuing any other remedies provided at law or in equity, nor shall pursuit of any remedy by Landlord constitute a forfeiture or waiver of any rent or other sums due to Landlord hereunder or of any damages accruing to Landlord by reason of Tenant's violation of any of the covenants and provisions of this Lease.
18. **Landlord's Security Interest and Lien.** To secure the payment of all rent due and to become due hereunder and the faithful performance of all of the other covenants of this Lease required to be performed by Tenant, Tenant hereby gives to Landlord the full and unconditional guaranty of Calvin C. Wilson and Tammy J. Wilson and an express contract lien on and security interest in all property, chattels, merchandise or improvements that may be placed in or on the Leased Premises and also upon all proceeds of any insurance that may accrue to Tenant by reason of damage to or destruction of any such property, chattels, merchandise or improvements. This lien and security interest shall be subordinate only to such liens and security interests as Landlord may consent to and are given in addition to Landlord's statutory and common law liens and shall be cumulative thereto. Landlord hereby consents and agrees to subordinate his lien and security interest under this Paragraph to that of the commercial lending institution that provides Tenant the financing for the initial construction of improvements to the Leased Premises and for the purchase of Tenant's equipment prior to the commencement of Tenant's restaurant business. This lien and security interest may be foreclosed with or without court proceeding, by public or private sale, upon not less than 30 days prior notice, and Landlord shall have the right to become purchaser upon being the highest bidder at such sale. Upon request of Landlord, Tenant agrees to execute and deliver to Landlord Uniform Commercial Code financing statements relating to the aforesaid security interest, and Tenant hereby irrevocably appoints Landlord as his attorney-in-fact, which appointment is coupled with an interest, for the limited purpose of executing and recording UCC financing statements on behalf of Tenant.
19. **Binding Effect.** This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, and permitted successors and assigns.
20. **Assignment and Subletting.** Tenant shall not mortgage or encumber this Lease. Also, Tenant shall not assign this Lease or sublet the Leased Premises in whole or in part without the prior written consent of Landlord, which consent shall not be

unreasonably withheld; but in no event shall any assignment or subletting release the Tenant of his obligations hereunder. Landlord's consent to any assignment or subletting shall not relieve Tenant from his obligation to obtain Landlord's prior written consent to any subsequent assignment or subletting. Further, if Landlord consents to any assignment or subletting and such assignment or sublease provides that the assignee or sublessee pay any amount in excess of the rental payments and charges due hereunder, whether such excess be in the form of an increased monthly or annual rental, lump sum payment or any other form, Landlord shall be paid fifty percent (50%) of any such excess or other premium applicable to the assignment or sublease. Tenant shall also pay Landlord's reasonable attorneys' fees and costs incurred in connection with any assignment or subletting. Landlord shall have the right to assign his interest in this Lease to any person or entity.

If Tenant is a corporation, the sale, transfer or encumbrance of a majority of its outstanding voting stock or equity interests (whether the result of a single or series of transactions), including by way of merger, consolidation or dissolution, shall be deemed an assignment of this Lease and shall be subject to the provisions contained herein relative to assignment. Likewise, if Tenant is a partnership, limited liability company, or any other entity, the sale, transfer or encumbrance of a majority of its voting or ownership or equity interests (whether the result of a single or series of transactions) shall be deemed an assignment of this Lease and shall be subject to the provisions contained herein relative to assignment. If, at any time during the term of this Lease, Landlord has knowledge that a person, firm or corporation other than Tenant is in possession of the Leased Premises without the written consent of Landlord, then Tenant shall be deemed in default hereunder subject to applicable cure periods hereunder, and Landlord may, at his option, at any time thereafter, either exercise his remedies under Paragraph 17 of this Lease or by written notice to Tenant, accept and treat such person, firm or corporation in possession as the assignee or sublessee of Tenant, in which event both Tenant and such assignee or sublessee shall be obligated to observe and perform all the covenants, conditions and provisions herein contained binding upon Tenant, provided, however, that nothing herein shall affect Landlord's other remedies for Tenant's default by wrongful assignment, subletting, mortgaging or encumbering.

21. **Personal or Property Risk.** In the absence of any negligent act or omission by Landlord or his agents or employees, Landlord shall not be liable for any damage either to person or property, sustained by Tenant or any person or property on the Leased Premises, due to any portion of the Leased Premises becoming out of repair, or due to the occurrence of any accidents in or about said Leased Premises, or due to any act, omission or neglect of any other person. Tenant agrees to indemnify and hold Landlord harmless from any and all damages or claims (including reasonable attorneys' fees and costs) which Landlord may be compelled to pay on account of injuries to the person or property of any person on the Leased Premises or in the Building for any purpose whatsoever, unless the aforesaid injuries are caused solely by the negligent act or omission of Landlord or his agents or employees.
22. **Quiet Enjoyment.** During the Lease term hereof, Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease,

he will defend the right of possession to said Leased Premises in Tenant against all parties claiming by, through or under Landlord, subject, however, to the terms of this Lease.

23. **Waiver.** The waiver by any party herein of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of such covenant or agreement or any subsequent breach of the same or any other covenant or agreement herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach of Tenant of any covenant or agreement of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.
24. **Holding Over.** If Tenant shall fail to vacate and surrender the possession of the Leased Premises at the termination of this Lease, whether by expiration of the term hereof, default or any other basis herein provided, Landlord shall, in addition to any and all other rights provided herein and provided by law without waiving any such rights or extending the term of this Lease, be entitled to recover from Tenant monthly rental in an amount equal to two times the amount of monthly rental Tenant would have paid for the period prior to termination for the entire period from the termination of this Lease until the date the Leased Premises are vacated and surrendered.
25. **Notices.** All notices required herein to be given by Tenant to Landlord or by Landlord to Tenant shall be in writing and shall be given by certified or registered mail, return receipt requested or by personal delivery as follows:

To Landlord at: JSK Investments
Attn: Gus V. KATSADOUROUS
9513 Greenpointe Drive
Tampa FL 33626
813 792-0227

and

Harry Stathopoulos

To Tenant at:

Mercedes G. Castro
3132 Rosehill Drive
Charlotte NC 28212-5723

or to such other person or place as shall be designated in writing by Landlord or Tenant from time to time.

26. **Governing Law.** This Lease shall be construed and enforced in accordance with the laws of the State of North Carolina.
27. **Invalidity of Particular Provisions.** If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
28. **Estoppel Certificate.** Within ten (10) days after written request therefor by Landlord or any beneficiary under a deed of trust covering the Leased Premises, or if, upon any contract of sale, sale, assignment or other transfer of the Leased Premises by Landlord, an estoppel certificate shall be requested of Tenant, Tenant shall execute and deliver in recordable form a statement to any beneficiary, lender, trustee or other transferee, or to Landlord, certifying any facts that are then true with respect to this Lease, including without limitation, if true, that this Lease is in full force and effect, that Tenant has accepted and is presently occupying said premises, that Tenant has commenced the payment of rent, that said payments are current, that no default exists under the terms and provisions of said Lease, and that there are no defenses or offsets to the Lease claimed by Tenant. If Tenant fails to cooperate with such request, then Tenant shall be deemed to have certified that the facts he was requested to certify as true and correct are in fact true and correct.
29. **Intentionally Omitted.**
30. **Intentionally Omitted**
31. **Memorandum of this Lease.** Upon the request of either Landlord or Tenant, the parties hereto will execute a memorandum of this Lease for recording purposes; but this Lease shall not be recorded.
32. **Laws and Statutes.** Tenant shall comply with all laws, statutes, ordinances, rules, regulations and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the Leased Premises.
33. **Subordination.** Tenant agrees upon the request of any mortgagee to execute instruments necessary to subordinate this Lease to that mortgage, provided, however, that the subordination agreement shall provide that in the event of foreclosure the right of the Tenant to continue occupancy under this Lease shall not be disturbed. Such agreement shall further provide that Tenant shall attorn to such mortgagee or to any purchaser of the Leased Premises pursuant to a foreclosure of the mortgage held by such first mortgagee.

34. **Payment of Expenses.** Except as otherwise provided in this Lease, each of the parties to this Lease shall pay its own expenses, costs and attorneys' fees associated with the negotiation, preparation, execution and delivery of this Lease and the documents related thereto and the consummation of the transactions contemplated herein. Each party represents and warrants to other party that there has not been incurred any obligation to pay any commission, broker's or finder's fee or similar charge in connection with this transaction, and each party agrees to indemnify the other party with respect to any claim by any person or entity claiming such fee
35. **Amendment.** Landlord and Tenant agree that all amendments, modifications, substitutions, renewals, extensions, and replacements of this Lease shall be in writing and executed by the party against whom enforcement is sought.
36. **Guaranty.** Without Guarantors' guaranty of Lessee's performance of its obligations under this Lease, Lessor would not be willing to enter into this Lease. Therefore, for and in consideration of the benefits which Guarantors will receive by reason of Lessor's execution of the Lease, and other good and valuable consideration the receipt and sufficiency of which are hereby expressly acknowledged, Guarantors hereby agree as follows:
- (a) Guarantors unconditionally guarantee, without deduction by reason of setoff, defense or counterclaim, to Lessor, its successors and assigns, the full and punctual payment, performance and observance by Lessee of all the terms, covenants and conditions in the Lease contained on Lessee's part to be kept, performed or observed for the initial term and renewal of this lease.
 - (b) If Lessee shall at any time default in the performance or observance of any of the terms, covenants or conditions in the Lease contained on Lessee's part to be kept, performed or observed, Guarantors will keep, perform and observe same, as the case may be, in the place and stead of Lessee.
 - (c) Any act of Lessor, or its successors or assigns, consisting of a waiver of any of the terms or conditions of the Lease, or the giving of any consent to any matter or thing relating to the Lease, or the granting of any indulgences or extensions of time to Lessee, may be done without notice to Guarantors and without releasing Guarantors from any of their obligations hereunder.
 - (d) The obligations of Guarantors hereunder shall not be released by Lessor's receipt, application or release of any security given for the performance and observance of any covenant or condition in the Lease contained on Lessee's part to be performed or observed, nor by any modification of the Lease, regardless of whether Guarantors consent or receive notice thereof.
 - (e) The liability of Guarantors hereunder shall in no way be affected by (i) the release or discharge of Lessee in any creditor's receivership, bankruptcy or

other proceeding; (ii) the impairment, limitation or modification of the liability of Lessee or the estate of Lessee in bankruptcy, or of any remedy for the enforcement of Lessee's liability under the Lease resulting from the operation of any present or future provision of the Bankruptcy Code or other statute or from the decision in any court; (iii) the rejection or disaffirmance of the Lease in any such proceedings; (iv) the assignment or transfer of the Lease by Lessee; (v) any disability or other defense of Lessee; (vi) the cessation from any cause whatsoever of the liability of Lessee; (vii) the exercise by Lessor of any of its rights or remedies reserved under the Lease or by law; or (viii) any termination of the Lease.

- (f) Guarantors further agree that they may be joined in any action against Lessee in connection with the said obligations of Lessee and recovery may be had against Guarantors in any such action. Lessor may enforce the obligations of Guarantors hereunder without first taking any action whatsoever against Lessee or its successors and assigns, or pursuing any other remedy or applying any security it may hold, and Guarantors hereby waive all rights to assert or plead at any time any statute of limitations as relating to the Lease, the obligations of Guarantors hereunder and any and all surety or other defenses in the nature thereof.
- (g) Until all the covenants and conditions in the Lease on Lessee's part to be performed and observed are fully performed and observed, Guarantors (i) shall have no right or subrogation against Lessee by reason of any payments or acts of performance by Guarantors hereunder; and (ii) subordinate any liability or indebtedness of Lessee now or hereafter held by Guarantors to the obligations of Lessee to Lessor under the Lease.
- (h) If Lessor desires to sell, finance or refinance the Leased Premises or any part thereof, Guarantors hereby agree to deliver to any lender or buyer designated by Lessor such financial statements of Guarantors as may be reasonably required by such lender or buyer. Such statements shall include the past three (3) years' financial statements of Guarantors. Any such financial statement shall be received by Lessor in confidence and shall be used only for the foregoing purposes.
- (i) This guarantee shall apply to any modification or amendment of the Lease, and any assignment, subletting or other tenancy thereunder.
- (j) In the event this guarantee shall be held ineffective or unenforceable by any court of competent jurisdiction or in the event of any limitation of Guarantors' liability hereunder other than as expressly provided herein, then Guarantors shall be deemed to be a Lessee under the Lease with the same force and effect as if Guarantors were expressly named as a joint and several Lessee therein with respect to the obligations of Lessee thereunder hereby guaranteed.

- (k) No delay on the part of Lessor in exercising any right hereunder or under the Lease shall operate as a waiver of such right or of any other right of Lessor under the Lease or hereunder, nor shall any delay, omission or waiver on any occasion be deemed a bar to or a waiver of the same or any other right on any future occasion.
- (l) Each and every provision of this guarantee shall be binding on the undersigned; they shall be jointly and severally liable hereunder; and Lessor shall have the right to join one or all of them in any proceeding or to proceed against them in any order.
- (m) Notices shall be sent to Guarantors at the following address:

same as Tenant _____

Under no circumstances shall Lessor be obligated to give Guarantors any notice not specifically required to be given by Lessor pursuant to this Paragraph.

- 37. **Contingency.** This Lease shall not be effective until the Landlord approves and accepts the guarantor offered by the Tenant. If Landlord does not accept the guarantor, this Lease shall be deemed null and void and Landlord shall retain the prepaid rental installment and security deposit as damages. The lease is also contingent on the Tenants application for alcoholic beverage permits being approved.
- 38. **Attorney Fees.** Tenant agrees to pay to Landlord upon demand, as an additional charge, a sum equal to all costs and expenses (including attorney fees, costs of investigation, and disbursements) incurred by Landlord in enforcing any or all of his rights hereunder, specifically including the cost of collecting sums due, whether or not an action or proceeding is commenced, or levying and collecting on any judgment or arbitration award in Landlord's favor.
- 39. **Intentionally Omitted.**
- 40. **Arbitration.** Any controversy, dispute or question arising out of, or in connection with, or in relation to this Lease or its interpretation, performance or non-performance or any breach thereof shall be determined by arbitration conducted in Charlotte, North Carolina in accordance with the then existing rules of the American

Arbitration Association. Any decision rendered shall be binding upon the parties thereto; however, the arbitrator shall have no authority to grant any relief that is inconsistent with this Lease. Any judgment upon any award, which may include an award of damages or specific performance, may be entered in the highest state or federal court having jurisdiction thereof. The expense of arbitration, including attorneys' fees and costs, shall be borne equally by the parties involved, subject to the right of the arbitrator to award payment of such expenses (including attorneys' fees) to the prevailing party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease under seal as of the day and year first above written.

LANDLORD:

_____(S/AL)
JSK Investments, Inc

TENANT:

Mercedes Castro (S/AL)
Mercedes G. Castro

Mercedes G. Castro (S/AL)
Mercedes G. Castro (Personal)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Maria Chavez, a Notary Public in said County and State, do hereby certify that Mercedes Castro personally came before me this day and acknowledged the due execution of the foregoing instrument.

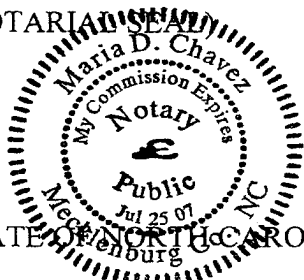
WITNESS my hand and official seal, this the 10th day of March ..

Maria Chavez
Notary Public

My Commission Expires:

July 25, 2007

(NOTARIAL SEAL)



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Maria Chavez, a Notary Public in said County and State, do hereby certify that Mercedes Castro personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 10th day of March ..

Maria Chavez
Notary Public

My Commission Expires:

July 25, 2007

(NOTARIAL SEAL)

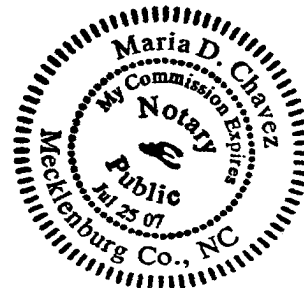


Exhibit "A"

Property Description