

Attachment B:
Application/Site Plan/Floor Plan

APPLICATION NUMBER

178-001



**SPECIAL EXCEPTION USE APPLICATION
FOR**

ENTER TYPE OF USE /BUSINESS:

Convenience store with fueling operations.

Business Name: 7-Eleven, Inc.

Business Address: 1722 Routh Street, Suite 1000
Dallas, TX 75201

Business Telephone Number: 214-965-0610

Business Email:

APPLICANT AND CONTACT INFORMATION

Applicant Name: 7-Eleven, Inc. c/o Heidi Davis Knapik - Gunster

Applicant Address: 450 East Las Olas Boulevard, Suite 1400
Fort Lauderdale, FL 33301

Applicant Telephone Number: 954-468-1391

Applicant Mobile Telephone Number: 954-260-4677

Applicant Email address: hdavis@gunster.com

**FILL IN BELOW THE CONTACT INFORMATION FOR ANYONE ELSE WHO SHOULD
RECEIVE COPIES OF NOTICES /CORRESPONDENCE**

Name: Bill Pfeffer, P.E., Bowman Consulting Group

Address: 401 East Las Olas Boulevard, Suite 1400
Fort Lauderdale, FL 33301

Telephone Number: 954-712-7482 **Mobile:** 772-341-6223

Email address: bpfeffer@bowmanconsulting.com

Attachment B: Application/Site Plan/Floor Plan

APPLICATION NUMBER

Name: Roger Posey, Creighton Commercial Development

Address: 900 SW Pine Island Road, Suite 202
Cape Coral, FL 33991

Telephone Number: 239-210-0455 Mobile 239-220-3968

Email address: rposey@creightondev.com

INFORMATION ABOUT THE USE/ BUSINESS

Business Description (Please list all activities conducted at your business):

7-Eleven provides much needed convenience to the neighborhood with the sale of fresh food and grocery items, with over 1,500 items available for purchase. This location also provides fuel sales.

Date the business opened or is expected to be opened: 09/17/2018

The Days and Hours of operation for the business :

LIST NEXT TO EACH DAY, THE HOURS
YOU WILL BE OPEN

LIST NEXT TO EACH DAY THE
OF EMPLOYEES ON DUTY

Sunday	_____ to _____	24 hours	2 - 4 (3 shifts per day)
Monday	_____ to _____	24 hours	2 - 4 (3 shifts per day)
Tuesday	_____ to _____	24 hours	2 - 4 (3 shifts per day)
Wednesday	_____ to _____	24 hours	2 - 4 (3 shifts per day)
Thursday	_____ to _____	24 hours	2 - 4 (3 shifts per day)
Friday	_____ to _____	24 hours	2 - 4 (3 shifts per day)
Saturday	_____ to _____	24 hours	2 - 4 (3 shifts per day)

How many persons will the proposed business employ?

10 - 15, plus the potential for a new local business owner as a franchisee.

Attachment B: Application/Site Plan/Floor Plan

Store Manager: \$35,000 - \$45,000 annual salary plus bonuses.

APPLICATION NUMBER

List the job titles and approximate salaries for the proposed employees?

Store Manager: \$35,000 - \$45,000 annual salary plus bonuses.

Assistant Manager: \$10 - \$15 per hour.

Sales Associate (Full-Time and Part-Time): \$8 - \$10 per hour.

Square footage of building space to be occupied by the business : 4,285 sf

INFORMATION ABOUT THE SITE

Property Owner Name: Inverness Center LLC

Property Owner Street Address: 800 North Road

City, State & Zip Code: Boynton Beach, FL 33435

Telephone #: _____ Email _____

STANDARDS FOR APPROVAL THE EFFECTS OF YOUR USE/BUSINESS ON THE COMMUNITY

Describe how your business will affect the residents who live close by:

The proposed 7-Eleven will positively affect the Oakland Park Boulevard corridor and the residents who live close by providing them with a beautifully designed, clean, friendly new shopping environment with gas service, which meets the needs of convenience-oriented guests and supplies a broad selection of fresh, high-quality products and services at everyday fair prices. Also, by demolishing the restaurant (old Denny's) structure and renovating the existing laundry building for the convenience store, traffic will be reduced as an entire, high-traffic use is being removed from the Property.

Describe how this business/use will affect neighboring businesses:

The 7-Eleven will be located at the west end of the Inverness Shopping Center and with the demolition of the former Denny's structure, access and circulation will be greatly improved and open space increased. Removing the former restaurant use will also reduce traffic within the shopping center, which will also create a positive effect on the neighboring businesses. Additionally, 7-Eleven has a state-of-the-art security system in place to protect it and the surrounding businesses, and customers of 7-Eleven will also frequent the businesses in the Inverness Center, which will create economic viability and increase profits.

What site characteristics make this location suitable for your use/ business:

7-Eleven chose this Property because it is a highly visible, corner parcel which provides safe access and adequate site circulation for its convenience store and fueling operations. Lauderhill is also a City with positive growth statistics, an increased number of millennials, which is a significant part of 7-Eleven's customer base, and good traffic volumes. Oakland Park Boulevard is a vibrant east / west connector with cars traveling to and from I-95 which pass in front of the Property. With the demolition of the vacant restaurant use, the new use will reduce traffic trips from the Property.

Attachment B: Application/Site Plan/Floor Plan

APPLICATION NUMBER

How will this use/ business affect the community economically?

The proposed 7-Eleven will provide many benefits to the City including positive economic impacts, new city revenues, additional direct jobs in store and indirect jobs for construction and new vendors/service contractors. 7-Eleven is also a great neighbor and corporate citizen and makes every effort to address the needs of the neighborhood and the City as a whole.

ADDITIONAL DEMANDS ON UTILITIES, COMMUNITY FACILITIES, AND PUBLIC SERVICES

Describe any fire hazards associated with your business: The proposed 7-Eleven will include the sale of petroleum based fuels (i.e., gasoline and diesel). However, 7-Eleven and its employees are thoroughly trained and maintain safety protocols regarding the sale and dispensing of fuel.

Describe what security measures your business will require: 7-Eleven has spill containment for all of the piping, tanks, and dispensers at the fueling station. Shear valves for the dispensers exist in the event they are hit with an automobile. These shear valves and spill containment measures ensure that no fuel is leaked. The Veeder Root system is installed to inform the store of any potential leaks. An emergency shut off switch is installed in case of an exterior spill. This switch immediately shuts down the entire fueling system. This feature is tested by the fire marshal prior to signing off on the final inspection.

Describe any chemicals, fluids, gases or potentially hazardous substances that your business will use or store on site: Fuel in the underground storage tanks, cleaning chemicals for the store and for public sales, and barbecue lighting fuel for public sale. These items are not stored in bulk. The store maintains an "on-hand" amount for all the aforementioned items.

Describe any activity in your business that will use water other than normal washing and toilet use None.

Describe any activity in your business that will utilize City park facilities: None.

Describe any activity in your business that will generate noise, light or vibration:

None, other than for normal business operations. The loading and unloading of fresh produce, food, trash and fuel will not create noise which exceed City noise levels. The 7-Eleven Property and its operation will be lit at night, but the light will not spill out over the Property lines as per City lighting regulations.

Attachment B: Application/Site Plan/Floor Plan

APPLICATION NUMBER _____

Describe transit, automobile or pedestrian traffic that your business will create in the area:
The fuel sales are an automobile-oriented business component, and generally serve the existing traffic on the adjacent roadway(s). The convenience store component serve the aforementioned patrons, as well as pedestrian passersby.

Describe any activity in your business that will involve alcohol, music or live entertainment:
Beer and wine is sold inside the store.

Describe any other aspects of your business about which you feel that the reviewer should know: SEE ATTACHED NARRATIVE.

ATTACH THESE DOCUMENTS TO THIS APPLICATION

1. Site Plan
2. Floor Plan
3. Inventory of Fixtures and Equipment
4. Legal Description
5. Certified Mailing list with two (2) sets of labels for all property owners within 300 feet of the site.
6. Copy of Lease (For Applicants who are renting)
7. Copy of Deed or Contract to Purchase (For Applicant who own or intends to own)
8. Letter from property owner authorizing you to apply for a special exception.

NOTE: STAFF MAY REQUIRE ADDITIONAL INFORMATION.

Attachment B:
Application/Site Plan/Floor Plan

APPLICATION NUMBER

AFFIDAVIT

I, Bill Pfeiffer, DO HEREBY SWEAR OR AFFIRM

1. THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION AND THE ATTACHMENTS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.
2. CONSISTENT WITH THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF LAUDERHILL, FLORIDA, SPECIFICALLY, SCHEDULE E, SUBSECTION 5.(9), PARAGRAPH (B), I WILL CAUSE A SIGN AT LEAST THREE (3) SQUARE FEET IN SIZE TO BE POSTED ON THE SUBJECT PROPERTY FACING AND VISIBLE FROM THE STREET AT LEAST TEN (10) DAYS PRIOR TO THE PUBLIC. MOREOVER, I CERTIFY THE SIGN WILL REMAIN POSTED FOR THE DURATION OF THE TIME REQUIRED FOR THE POSTING OF THE SUBJECT PROPERTY AND A PHOTOGRAPH OF THE SIGN POSTED ON THE SUBJECT PROPERTY WILL BE PROVIDED TO THE CITY OF LAUDERHILL PLANNING AND ZONING DEPARTMENT AT LEAST SEVEN (7) DAYS PRIOR TO THE PUBLIC HEARING.
3. I WILL CAUSE THIS SAME SIGN TO BE REMOVED WITHIN SEVEN (7) CALENDAR DAYS AFTER THE HEARING.

PRINT YOUR NAME: Bill Pfeiffer

SIGN YOUR NAME: [Signature]

DATE: 1/12/17

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 12th DAY
OF January, 20 17, BY Bill Pfeiffer, WHO IS
PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED N/A
AS IDENTIFICATION AND WHO DID TAKE AN OATH.

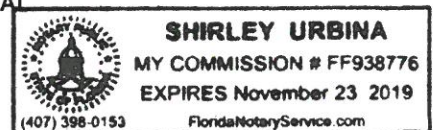
NOTARY PUBLIC

SIGN: [Signature]

PRINT: Shirley Urbina

STATE OF FLORIDA AT LARGE SEAL

MY COMMISSION EXPIRES:



YOUR SUBMISSION

1. The original application with Attachments 1 -8 .
2. A check made payable to the City of Lauderhill for the appropriate fee amount.



GUNSTER
FLORIDA'S L.A.F.F. FIRM FOR BUSINESS

Attachment B: Application/Site Plan/Floor Plan

Heidi Davis Knapik
Direct Dial Number: 954.468.1391
E-Mail Address: hdavis@gunster.com



Proposed 7-Eleven **5590 W. Oakland Park Boulevard, Lauderhill, Florida**

The Applicant, 7-Eleven Inc. (the "Applicant"), is seeking site plan approval and a special exception in order to redevelop and revitalize the property located at 5590 West Oakland Park Boulevard, Lauderhill, Florida (the "Property") into a new 7-Eleven convenience store with fuel. The Property is located at the southeast corner of West Oakland Park Boulevard and Inverrary Boulevard (N.W. 56th Avenue), the intersection of two non-local roads, and is known as Tract "A" of the Texaco Lauderhill Plat recorded in Plat Book 77, Page 43 of the Public Records of Broward County, Florida. The Property is approximately 39,639.6 square feet (0.91 acre) and currently contains an existing one story coin laundry and a vacant one story restaurant (formerly Denny's) structure.

The Applicant proposes to renovate the existing laundry structure and utilize it as a 7-Eleven convenience store. The vacant restaurant will be completely demolished and the site reconfigured to provide safe and secure access to and from the Property. The 7-Eleven will greatly enhance the existing conditions of this corner Property and create a viable new business within the City of Lauderhill. Removing the restaurant structure and use results in a decrease of traffic trips from the Property. Additionally, this proposed 7-Eleven will incorporate a special design exclusively for the City of Lauderhill which takes inspiration from the architecture of City Hall, located directly across Oakland Park Boulevard.

7-Eleven is also creating a unique floor plan at this proposed Lauderhill location, which will include seating areas with free Wi-Fi and lean bars with electrical outlets, so that patrons can charge their cell phones while eating. 7-Eleven is providing these areas for the Lauderhill residents in hopes they will stop in for a moment to eat their fresh salads or sandwiches, meet a friend or a business colleague in the morning over fresh brewed coffee, yogurt parfaits and bakery items, or have a place to sit and drink their Slurpees.

Architectural Design

The 7-Eleven structure will be designed to reflect many elements and features of the Florida Vernacular architectural style. The building's massing will be articulated through tower elements and barrel tile overhang roofs. The tower elements create anchors or power corners for the building façade and the barrel tile overhangs bring the scale of the building down to the

Attachment B:

Application/Site Plan/Floor Plan

pedestrian level. The building finishes use a combination of stucco colors, aluminum storefront and aluminum Bahama shutters for visual interest and differing material palette, complementing the City of Lauderhill's color and design theme across the street. Architectural elements such as medallions are added to the tower elements to further articulate differences of material palette on the building. The varying roof line is demarcated with the use of an articulated cornice line at the parapet locations. Fenestrations are added to the elevations with Florida shutter style appearance and Bahama shutters are used as a means to increase the Florida Vernacular on the building. The building has two entrances one on the north façade and one on the east façade, which are highlighted with additional architectural features and elements. Additionally, the west façade provides a panel of large windows which provides relief from the solid wall.

Fresh Foods

7-Eleven will provide a clean, friendly new shopping environment which meets the needs of convenience-oriented guests and will supply a broad selection of fresh, high-quality products and services at everyday fair prices. 7-Eleven is providing new fresh meal and snack alternatives including, freshly made sandwiches, salads and fruit bowls, but of course, will also sell its famous Slurpees. *See*, attached articles regarding 7-Eleven's fresh foods, attached as **Exhibit 1**.

7-Eleven will provide 37.69% (only 33% is required), or 1,615 square feet of the 4,285 square foot building, for the use, preparation, display, sale and consumption of fresh or freshly prepared food and drinks. *See*, fresh food, preparation, display, sale and consumption floor plans and exhibits attached as **Exhibit 2**. 7-Eleven stores are truly a place of convenience for people in the neighborhood or for those on the go. Nationally, 7-Elevens sell over one (1) million cups of coffee each day, which is more than 10,000 pots of coffee an hour, every hour of every day of the year, 41 million gallons of milk every year and more than 2,300 fresh sandwiches per hour. 7-Eleven began the convenience retailing industry in 1927 and it has been growing across the US and Canada ever since.

7-Eleven's model is based on convenience. Convenience for our customers means being open whenever the customer needs to purchase a gallon of milk for their children or fill up with gas, if they are running low. 7-Elevens are open seven days a week and 24 hours a day. These hours are extremely important because the typical gas station model has changed and gas station patrons now demand these additional amenities at all hours of the day. The customers also demand state-of-the-art site security, which this facility will have. Older gas stations in the area do not provide this increased security and safety for its customers. The proposed 7-Eleven will provide the Oakland Park Boulevard corridor with a beautifully designed, high-security convenience store with fuel that meets these needs.

Safety and Security

Safety and security is 7-Eleven's number one priority for its stores, its employees and its guests. 7-Eleven has spent over \$40 Million on state-of-the art video systems with remote monitoring capabilities and an additional \$12 Million is being spent on upgrading the systems. 7-Eleven provides employees with constant training including its own violence avoidance

Attachment B:

Application/Site Plan/Floor Plan

program: Operation Alert, which is the leading retailer training program. The following security measures will be provided:

- Video systems
- Silent alarms and personal safety devices
- Brighter lighting (conforms with City regulations)
- Low cash in hand at stores
- Drop safes
- Anti-loitering signs

The proposed 7-Eleven will provide many benefits to the City including positive economic impacts, new city revenues, additional direct jobs in store and indirect jobs for construction and new vendors/service contractors. 7-Eleven is also a great neighbor and corporate citizen and makes every effort to address the needs of the neighborhood and the City as a whole. 7-Eleven creates long-standing partnerships with the community and local schools to help improve the quality of life for our youth.

The proposed 7-Eleven will provide the Oakland Park Boulevard corridor and the surrounding neighborhood with a convenient, clean and safe facility that meets the needs of the community by offering a significant variety of quality, fresh food products in a standalone building that is 4,285 square feet and located on a separate platted lot owned by a single entity and which will be operated by a single tenant, 7-Eleven. 7-Eleven is proud to be a part of the Lauderhill community and is looking forward to revitalizing this underutilized property and providing additional revenues, jobs and opportunities at this location.

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Attachment B:
Application/Site Plan/Floor Plan

1

Attachment B:

Application/Site Plan/Floor Plan

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7-Eleven Touts & Toasts New 'Melt' Sandwiches

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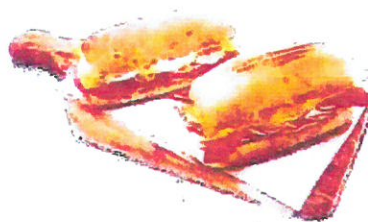
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April 02, 2015

DALLAS – 7-Eleven Inc. has rolled out two 7-Eleven Melt artisan sandwiches—the Italian Melt and Chicken Bacon Ranch Melt.

The convenience-store retailer evaluated 20 different bread options, measured 1,000 different buns, created 75 prospective sauces, tested multiple cheese varieties for “meltability,” built 50 variations and performed many taste tests to find what it considered to be the perfect recipe.



The Melt sandwiches were in development almost a year, during which the company researched, sourced, tested and refined every ingredient, each recipe, even the packaging to improve taste and quality.

The Italian Melt and Chicken Bacon Ranch Melt won by a “landslide,” according to Kelly Buckley, 7-Eleven's vice president of fresh food innovation. Sold at participating 7-Eleven stores that carry hot foods, the Melt sandwiches' introductory retail price is \$2.99.

Available in 7-Eleven stores' fresh-foods case, the new sandwiches are toasted to go in the stores for each purchaser. A Melt sandwich typically takes less than a minute to toast and is served warm.

The ingredients for each sandwich:

- Italian Melt. Genoa salami, pepperoni, premium sliced ham, provolone cheese, pepperoncini peppers and creamy Italian sauce on artisan, herbed ciabatta roll.
- Chicken Bacon Ranch Melt. Sliced chicken breast, smoked bacon strips, cheddar cheese and ranch sauce on a tender artisan Italian bun.

“Hot foods are really hot at 7-Eleven, both figuratively and literally,” said Buckley. “Hot pizza, chicken wings and tenders and mini-tacos are all extremely popular with our customers. We wanted to round out our menu to offer a toasted-on-order alternative to our fresh-made cold sandwiches that customers can grab for lunch without taking too much time from their lunch hour. Our parameters were simple—toasted, fast and delicious.”

Attachment B: Application/Site Plan/Floor Plan

12/23/2016

Convenience-Store Chain 7-Eleven Touts & Toasts New 'Melt' Sandwiches | CSP Daily News

He continued, "At 7-Eleven, a customer looking for a quick lunch can easily build a fresh meal in just a few minutes that's more than a bag of chips and a soft drink ... although we certainly can fill that need. Our stores offer many more options for beverages and sides, like fresh-cut fruit, a salad, hummus and cut veggies and a decadent brownie for dessert."

Like its fresh bakery goods and cold sandwiches, the Melt sandwiches are made fresh daily in local kitchens and delivered daily to stores.

"People don't really have much of a lunch hour anymore," Buckley said. "It's more of a lunch half-hour. A hot lunch almost seems like a luxury, and we want to give customers craving a hot and hearty meal a quick and easy option."

7-Eleven, Dallas, operates, franchises or licenses nearly 10,500 7-Eleven convenience stores in North America. Globally, there are more than 55,100 7-Eleven c-stores in 16 countries. During 2013, 7-Eleven c-stores generated total worldwide sales close to \$84.5 billion.



Part of CSP's 2015 Convenience Top 101 retailers

[CLICK HERE TO VIEW THE CONVENIENCE TOP 101 LIST](#)

Attachment B:
Application/Site Plan/Floor Plan

Attachment B: Application/Site Plan/Floor Plan

Check Out the New Fresh (and Healthy!) Foods From 7-Eleven | SELF

Food February 5, 2014 By Sarah-Jane Bedwell

Check Out the New Fresh (and Healthy!) Foods From 7-Eleven

It may sound like an oxymoron, but 7-Eleven's Fresh Foods line has expanded to encompass some healthy eats.



Healthy food at a convenience store may sound like an oxymoron, but no longer thanks to the recently-expanded 7-Eleven's Fresh Foods line. In addition to fresh-cut fruit, yogurt parfaits, and snack trays with hummus, mini pitas, veggies, grapes, and cheese cubes, they also offer salads and portion-controlled versions of favorite 7-Eleven treats, mini tacos and mini donuts. The newest offerings include two hearty sandwiches, the Steakhouse Roast Beef Sandwich and the Bistro Deluxe Sandwich with under 450 calories each. Take a look below for the scoop on some of our favorite Fresh Foods options.

- **Bistro Snack Protein Pack:** This fresh selection of snack items helps you power you through your day with carbohydrates, protein and nutrient-packed fruits and veggies from the mini pitas, cheddar cheese cubes, red grapes, celery, baby carrots and hummus. With 390 calories and 21 grams of fat, this snack pack is the perfect light meal.
- **NEW Steakhouse Roast Beef Sandwich:** Enjoy sliced select roast beef with blue cheese crumble mayonnaise, fresh baby spinach, and



SELF

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- mustard and all stacked on fresh asiago bread with 440 calories and 18 grams of fat.
- **Fruit Cups:** As pure and simple as it gets, enjoy a choice of strawberries, pineapple, grapes, mango, watermelon, or combo packs for a great snack under 100 calories.
- **Yoplait Parfait:** If you need a heartier snack, for 230 calories and 2.5 grams of fat, you can enjoy creamy Yoplait vanilla yogurt is topped with your choice of fresh strawberries and/or blueberries and a crunchy granola topping.
- **Very Berry Salad with Chicken:** This premium salad made with spring mix, sliced chicken breast, strawberries, blueberries, sliced almonds and a balsamic vinaigrette is so tasty it's hard to believe it contains just 210 calories!
- **Carrot/Celery packs with Ranch Dip or Blue Cheese Dip:** The perfect side to your 7-Eleven sammie, these veggie packs provide lots of flavor for just 30 calories.
- **Mini Donuts:** Need something sweet? Enjoy your choice of a daily freshly-baked mini donut for a reasonable 90 to 120 calories.

Attachment B:
Application/Site Plan/Floor Plan

12/21/2016

Attachment B: Application/Site Plan/Floor Plan

New Urban 7-Eleven Stores Popping Up in Miami | Convenience Store News

ConvenienceStore NEWS



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New Urban 7-Eleven Stores Popping Up in Miami

The convenience stores average 1,800 square feet and emphasize fresh food.

December 16, 2012, 07:00 pm

MIAMI -- Dallas-based 7-Eleven Inc. is adding to its Florida footprint with a twist. The retail giant is opening stores more suitable to Miami's environment with smaller, urban prototype stores.

According to *The Miami Herald*, the convenience stores are popping up around Downtown Miami. However, unlike 7-Eleven's in suburban areas, the stores do not have parking, and place an emphasis on fresh and grab-and-go foods aimed at downtown residents and workers.

Like all 7-Elevens, these locations are open 24 hours.

The Biscayne Boulevard 7-Eleven, which opened earlier this month in the New World Tower, is the retailer's third new walk-up corner store downtown. There is a fourth in West Brickell and a fifth under construction in a historic South Beach building, the newspaper reported.

The other two stores are on Flagler Street at Miami Avenue, and on Northeast Second Avenue on the ground floor of the Loft Downtown II building, which is near a Metromover station and across the street from Miami Dade College.

"It's doing very well, actually," said franchisee Bobby Abrol, who opened the 7-Eleven at the Loft building this past summer. "It's all these young couples

Attachment B:

12/21/2016

New Urban 7-Eleven Stores Popping Up in Miami | Convenience Store News

Application/Site Plan/Floor Plan

and young singles who come downstairs for groceries, and the students of course. It's been a very positive location for me."

The urban-style 7-Elevens are also found in other major cities like New York and Chicago. The format fits well with Miami.

"There is a large concentration of customers in these areas, and it makes sense to go where the customers are," 7-Eleven regional development manager Grant Distel told the newspaper. "There is an opportunity for us there."

The urban stores average 1,800 square feet and feature more sophisticated design and finishes tailored to fit into the surroundings -- with discreet signage, butcher-shop-style tiles or wood on the interior walls, and architectural pendant lights, said Distel and company spokeswoman Margaret Chabris.

As for product offerings, all the stores have selections of fresh salads, fruit, pastries, pizzas, wraps and sandwiches, plus American coffee. Traditional c-store staples like chips, beef jerky and grilled hot dogs are also available, in addition to Slurpees.

Attachment B:
Application/Site Plan/Floor Plan

Attachment B: Application/Site Plan/Floor Plan



7-Eleven is working with its franchisees to understand how daily ordering patterns can impact the supply chain.

By Tim O'Connor

7-Eleven Inc. is the leading name and most prevalent chain in the convenience retailing industry. Based in Irving, Texas, 7-Eleven operates, franchises or licenses some 10,700 7-Eleven stores in North America and each store provides approximately 2,500 different products and services that are designed to meet the needs of specific individual localities. Worldwide, there are more than 58,841 7-Eleven stores in 18 countries.

Of the 10,700 7-Eleven stores operating in North America, only a small percentage have anything resembling a backroom for stocking inventory. When the Twinkies run out, employees can't simply go into the backroom and unload another case of the tasty snack cakes. Instead, 7-Eleven keeps their store shelves stocked by making daily deliveries to every store using a complex but very effective supply chain.

The company first instituted a daily delivery of fresh foods, bakery items and other perishable products throughout its nationwide network in 1994. At that time, 7-Eleven set up a sophisticated preparation and distribution system designed to minimize the number of daily deliveries to the stores from multiple suppliers. These centralized distribution centers (CDCs) have turned out to be very beneficial.

Attachment B: Application/Site Plan/Floor Plan

Through proprietary hand held inventory and ordering systems, 7-Eleven store operators place their orders by 10 a.m. each day for deliveries out to the store that very same day. The computer system promptly combines these orders and transmits them to the CDCs, commissaries and bakeries that support these stores across North America.

One of the people behind the demand planning to support these efforts is Dean Burkett, 7-Eleven's director of demand planning and replenishment. Before joining 7-Eleven a little over a year ago, Burkett worked at Sara Lee, Topco Associates and Abbott Laboratories holding various supply chain/logistics positions in inventory management, customer service, order processing, transportation and distribution center operations management.

Upon receipt of the stores' orders, sandwiches, salads and baked goods are prepared fresh that same day. Fresh-food products are date/time stamped immediately after they are made. Other perishable products are delivered throughout the day, to be sorted for that night's delivery. Trucks are then dispatched to deliver each store's products between 9 p.m. and 5 a.m. the very next day.

To ensure the highest quality, the CDC facility follows stringent product-handling and temperature standards. Products brought to the CDC are continually kept at required temperatures throughout food preparation, sorting and transportation cycles. The CDC also safeguards the highest food quality by shipping from temperature-controlled docks.

The company has made a big push in recent years to offer hot foods and fresh sandwiches. Two of its newest products are a \$1.99 chicken sandwich and a similarly priced cheeseburger. Fresh foods are viewed as one of 7-Eleven's biggest growth areas and a point of differentiation within the marketplace. "Local CDCs and commissaries, make it possible for us to create the highest-quality and freshest foods for our customers," he added. But with that freshness comes expiration. All of 7-Eleven's donuts, for example, are made within 24 hours of appearing on store shelves. At the end of each day any leftover pastries are discarded, often by being donated to local food banks.

"7-Eleven is vested in the quality of our product," Burkett says. "We make sure that at the store level we have the freshest items out in the marketplace." The convenience store chain needs a fast supply chain to support that expectation of freshness. Gallons of milk, for example, go from cow to store shelves quicker than for most other retailers. With most retailers, typically milk is fresh for about up to a week after purchasing. With 7-Eleven's speedy supply chain it means customers could bring home gallons that are good for up to two weeks.

The company's commitment to its supply chain is an extension of CEO Joe DePinto's belief in servant leadership – an inverse pyramid philosophy where it's the role of upper management to support the retail employee who actually makes the sale. 7-Eleven is a company that understands its past and has a vision for how to improve for the future. The company is celebrating the 50th anniversary of the Slurpee® drink this year with unique flavors, promotions and special products such as a Slurpee-flavored donut.

Efficient Ordering

Attachment B: Application/Site Plan/Floor Plan

One of the biggest impacts on the supply chain is the in-store ordering. Each day, every owner takes inventory of his or her products; checks expiration dates and orders what is needed to replenish the shelves. To aid that process, 7-Eleven recently introduced a guided replenishment system. "The system generates a anticipated forecast of demand based on weighted sales from the previous forecast periods. That information generates a suggested order amount for each item at an individual store, Burkett says.

The system is designed to be easy to use and more efficient while allowing stores to more quickly fulfill orders for items in low-velocity categories, reduce out-of-stock situations and grant employees more time to manage the quality of the inventory. However, to make the most out of this innovative system, stores must maintain a strong ordering discipline and perform accurate cycle counts.

Negating Errors

The complexity of the supply chain process means there is room for human error. Distribution centers are automated but still require a significant amount of manual processes. Human pickers are needed to take products coming in from the wholesaler and sort them into individual delivery routes, each of which may serve as many as 20 stores.

7-Eleven is working with its distribution operators to eliminate the opportunity for mistakes in order fulfillment. Distribution centers are now outfitted with automated pick voice systems that inform workers via headset of what items must be selected and what bins they need to be placed in.

In March of this year, 7-Eleven took another giant stride forward in its supply chain efforts to reduce error when it invested in a planning system to manage demand and replenishment into its centralized distribution center. This system forecasts demand down to the store level by looking at a store's take rate and actual consumption. There are number of reasons that result in order error. "Communication is one of the most effective ways to mitigate these occurrences," Burkett says.

Store owners themselves have a direct impact to the supply chain. Burkett is working to help inform franchisees as to how their own ordering patterns can create a ripple effect throughout the supply chain. The learning process begins when new franchisees attend a 7-Eleven Launch class designed to explain the day-to-day operations of their store, lay out the ordering process and familiarize attendees with the company's various departments. Burkett introduced a supply chain element to that introductory training: the Pizza Game.

The Pizza Game is an exercise designed to simulate a number of key principles within 7-Eleven's supply chain: manufacturer, wholesaler/distributor, CDC and store. Players take the role of one of those four areas and must forecast orders and fulfillment without verbal communication, earning or losing points based on inventory levels and ability to meet consumer demand. The object of the game is to meet store demand for cases of pizza through the distribution side of a multi-stage supply chain with minimal expenditure on back orders and inventory. At the end of the game,

Attachment B: Application/Site Plan/Floor Plan

12/23/2016

7-Eleven - Retail Merchandiser

Burkett does a debriefing session with the attendees following every game to review the results of each team and discuss the lessons learned. By opening up the communication between stores and the rest of the supply chain, Burkett and 7-Eleven are creating accountability and identifying the root causes of issues while simultaneously creating collaboration at all levels.

Attachment B:
Application/Site Plan/Floor Plan

Attachment B: Application/Site Plan/Floor Plan



7-Eleven® Beefs Up Fresh Foods Menu - Monday, March 04, 2013

[« Back To News Releases \(/corp/2013\)](#)

7-Eleven® Beefs Up Fresh Foods Menu with New Premium Sandwiches, Packaging

DALLAS (March 4, 2013) –After introducing several new better-for-you salads, snacks and mini-versions of consumer favorites, 7-Eleven, Inc. turns its attention to heartier fare with the addition of two new premium sandwiches – the Steakhouse Roast Beef and Bistro Deluxe. During March, consumers have an added incentive to buy the sandwiches– a free 16-ounce bottled Pepsi drink with purchase. Suggested retail price is \$4.29.

The introduction continues 7-Eleven® stores' march toward a more fresh-foods-focused product mix to compete not only with other food retailers but also with quick-serve restaurants. The two new flavorful sandwiches feature prime deli meats, fresh produce, specially blended spreads and premium breads:

- Steakhouse Roast Beef Sandwich
Sliced roast beef with blue cheese crumble, mayonnaise, baby spinach and tomatoes on marble rye bread
- Bistro Deluxe Sandwich
Black forest ham, Genoa salami and Swiss cheese with lettuce and Dijon mustard on Asiago bread

7-Eleven's Fresh To Go sandwiches are made with fresh ingredients each day in local FDA-inspected kitchens and delivered fresh daily to participating stores.

"Eating on the go or buying food to eat later are trends that are here to stay, but people are less willing to give up quality for convenience, nor should they," said Kelly Buckley, 7-Eleven vice president of fresh food innovation. At 7-Eleven, we have broadened our menu appeal for customers who want a premium, deli shop-quality sandwich. The Steakhouse Roast Beef and Bistro Deluxe sandwiches follow current food trends for top-quality ingredients with an unexpected flavor twist."

Besides the new sandwiches, salads and snacks in the deli case, consumers might notice fresh, new graphics that feature a contemporary, dot-grid pattern in shades of lime green on sturdy, clear plastic packaging. The new sandwich graphics are the first step toward a storewide overhaul of packaging to call attention to the quality of 7-Eleven's prepared foods and beverages. The retailer worked closely with a color consultant to develop a pallet of hues that has been shown to appeal to millennial consumers.

"The packaging serves as the stage for the food and needs to convey freshness, quality and the 7 Eleven brand image," Buckley said. "It also needs to make the food easy to eat on the go. We have added a packaging engineer to our staff who worked closely with our marketing agency and a graphic designer to create the new look."

To let consumers know about 7-Eleven's menu additions, the company will use its recently released 7-Eleven app available on the Apple and Android platforms to call attention to the new sandwiches and the free-Pepsi-with-sandwich-purchase offer. An aggressive outdoor campaign in select markets, online and mobile-display media, and social media posts on Facebook, Twitter and Foursquare also will support the launch.

"Ours is a holistic fresh-food plan, with the primary goal of building an all-day menu of delicious foods that gives hungry customers what they want morning, noon and night," Buckley said.

"That's what differentiates 7-Eleven from most prepared-food providers. At 7-Eleven, you can get a slice of pizza for breakfast or a breakfast sandwich in the middle of the night and, of course, one of our new sandwiches any time of day."



A Steakhouse Roast Beef sandwich on marble rye bread is part of 7-Eleven's new premium sandwich lineup that includes a Bistro Deluxe sandwich and Black Forest ham, Genoa salami and Swiss cheese on Asiago bread.

About 7-Eleven, Inc.

7-Eleven, Inc. is the premier name and largest chain in the convenience retailing industry. Based in Dallas, Texas, 7-Eleven operates, franchises or licenses more than 10,000 7-Eleven® stores in North America. Globally, there are nearly 50,000 7-Eleven stores in 16 countries. During 2011, 7-Eleven stores worldwide generated total sales close to \$76.6 billion. 7-Eleven has been honored by a number of companies and organizations recently. Accolades include: #2 on Forbes magazine's 2012 list of Top Franchises for the Money; #4 spot on Entrepreneur magazine's Franchise 500 list for 2013, #3 in Forbes magazine's Top 20 Franchises to Start, and

Attachment B:
Application/Site Plan/Floor Plan

Attachment B: Application/Site Plan/Floor Plan



7-Eleven® Expands Hot Breakfast with New Melt Breakfast Sandwiches, Available 24/7 - Tuesday, February 23, 2016

[« Back To News Releases \(/corp/2016\)](#)

Text to Taste: Free Breakfast Melt with Coffee Purchase Feb. 23-26

DALLAS (Feb. 23, 2016) – 7-Eleven, Inc. is heating up its breakfast menu with the launch of two new Melt sandwiches – the **Bacon, Egg and Cheese Breakfast Melt** and **Maple Sausage, Bacon and Cheese Breakfast Melt**. Suggested retail price is \$2.99 at participating stores.

To encourage customers to try the new Breakfast Melts, 7-Eleven is offering a **free Breakfast Melt sandwich with any coffee purchase from Feb. 23-26**. To receive a free Breakfast Melt sandwich, customers will need to **text "Breakfast" to 711711** for a coupon link sent to their smartphone (limit one per customer).

Available in the fresh-foods case at participating 7-Eleven® stores, the new toasted breakfast sandwiches are toasted fresh and come in two flavors:

- **Bacon, Egg and Cheese** – Fluffy egg, topped with thick-cut, hickory-smoked bacon, melted aged cheddar cheese and garden vegetable cream cheese, all on a fresh artisan ciabatta roll
- **Maple Sausage, Bacon and Cheese** – Maple sausage and thick-cut, hickory-smoked bacon topped with melted aged cheddar cheese on a fresh artisan ciabatta roll

"Our goal was to create a high quality, great tasting toasted breakfast sandwich that is best in class in the market," said Nancy Smith, senior vice president of fresh food and proprietary beverage merchandising. "Through careful selection of premium ingredients with our partners, I believe we more than achieved that goal."

"Instead of an English muffin or toast, our breakfast Melt is served on authentic artisan ciabatta bread. We use smoked cheddar instead of American cheese, plus thick-cut hickory-smoked bacon and maple sausage. Taste tests indicate our customers recognize the quality and great taste."

As with all Melt sandwiches at 7-Eleven stores, both can be purchased and toasted fresh at any time of day or night.

7-Eleven's Breakfast Melt sandwiches are made fresh daily in our local kitchens and delivered daily to participating 7-Eleven stores.

Breakfast sandwiches are one of the most convenient ways to enjoy a protein-rich breakfast. Three out of four consumers say they eat one at least once a month, with four in 10 saying they have one at least once a week, according to research by NPD Crest. And most consumers say they prefer a hot breakfast over cold.

"All-day breakfast is heating up at quick-serve restaurants," Smith said. "While some food outlets are just now realizing the importance of offering all-day breakfast, 7-Eleven has long offered its fresh foods – and every product – morning, noon and night."

7-Eleven added toasted Melt sandwiches to its menu less than a year ago following the success of hot foods like pizza, chicken tenders and wings, and mini-tacos. The Melt sandwiches were in development for almost a year, during which every ingredient, each recipe, even the packaging was researched, sourced, tested and, if necessary, refined to improve taste and quality.

Already, the retailer sells well over 1 million Melt sandwiches each month, and the number is growing.



7-Eleven, Inc. launches two new Melt sandwiches – the **Bacon, Egg and Cheese Breakfast Melt** and **Maple Sausage, Bacon and Cheese Breakfast Melt**. Suggested retail price is \$2.99 at participating stores.

About 7-Eleven, Inc.

7-Eleven, Inc. is the premier name and largest chain in the convenience retailing industry. Based in Irving, Texas, 7-Eleven operates, franchises and licenses more than 10,700 7-Eleven® stores in North America. Globally, there are some 57,900 7-Eleven stores in 17 countries. 7-Eleven has been honored by a number of companies and organizations. Accolades include placing #7 on Entrepreneur magazine's Franchise 500 list for 2016, #1 on Entrepreneur magazine's 2014 Top Global Franchise list; #10 spot on Entrepreneur magazine's Franchise 500 list for 2015; #1 on "Best Retail Franchises" list for April 2015 by FranchiseRankings.com; #3 hit://corp 7-eleven.com/news/02-23-2016-7-eleven-expands-hot-breakfast-with-new-melt-breakfast-sandwiches-available-24-7

Attachment B:
Application/Site Plan/Floor Plan

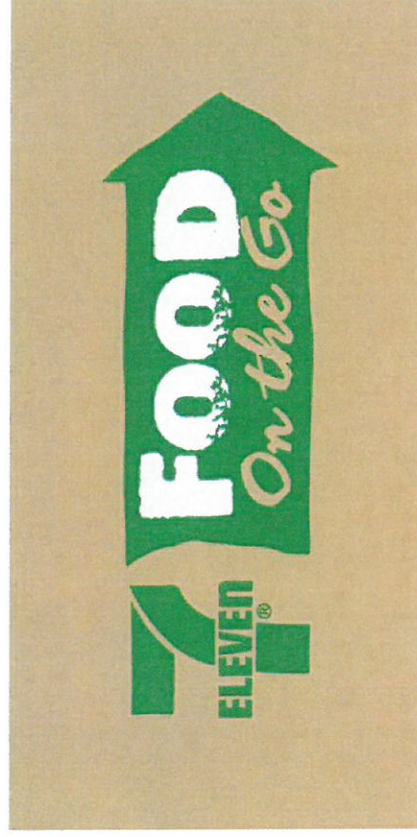
2

7-ELEVEN FRESH FOODS & DRINKS

5590 WEST OAKLAND PARK BLVD LAUDERHILL, FL 33313

TENANT IMPROVEMENT

STORE #38063



Attachment B:
Application/Site Plan/Floor Plan



7-ELEVEN FRESH FOODS & DRINKS

5590 WEST OAKLAND PARK BLVD LAUDERHILL, FL 33313

Sheet Date: 01/07/2017 Job Number: 14137

COVER SHEET

FFE 0.0

FRESH FOOD FLOOR PLAN EXHIBIT AREA DEDICATED TO FRESH FOODS = 1,615 SF (37.69%)

Attachment B: Application/Site Plan/Floor Plan

COLOR LEGEND (4,285 SF)	
1	FRESH FOOD STORAGE AREAS (327 SF)
2&3	FRESH FOOD CONSUMPTION AREAS (657 SF)
4	FRESH FOOD DISPLAY AREAS (442 SF)
5	FRESH FOOD PREP/SALES (189 SF)



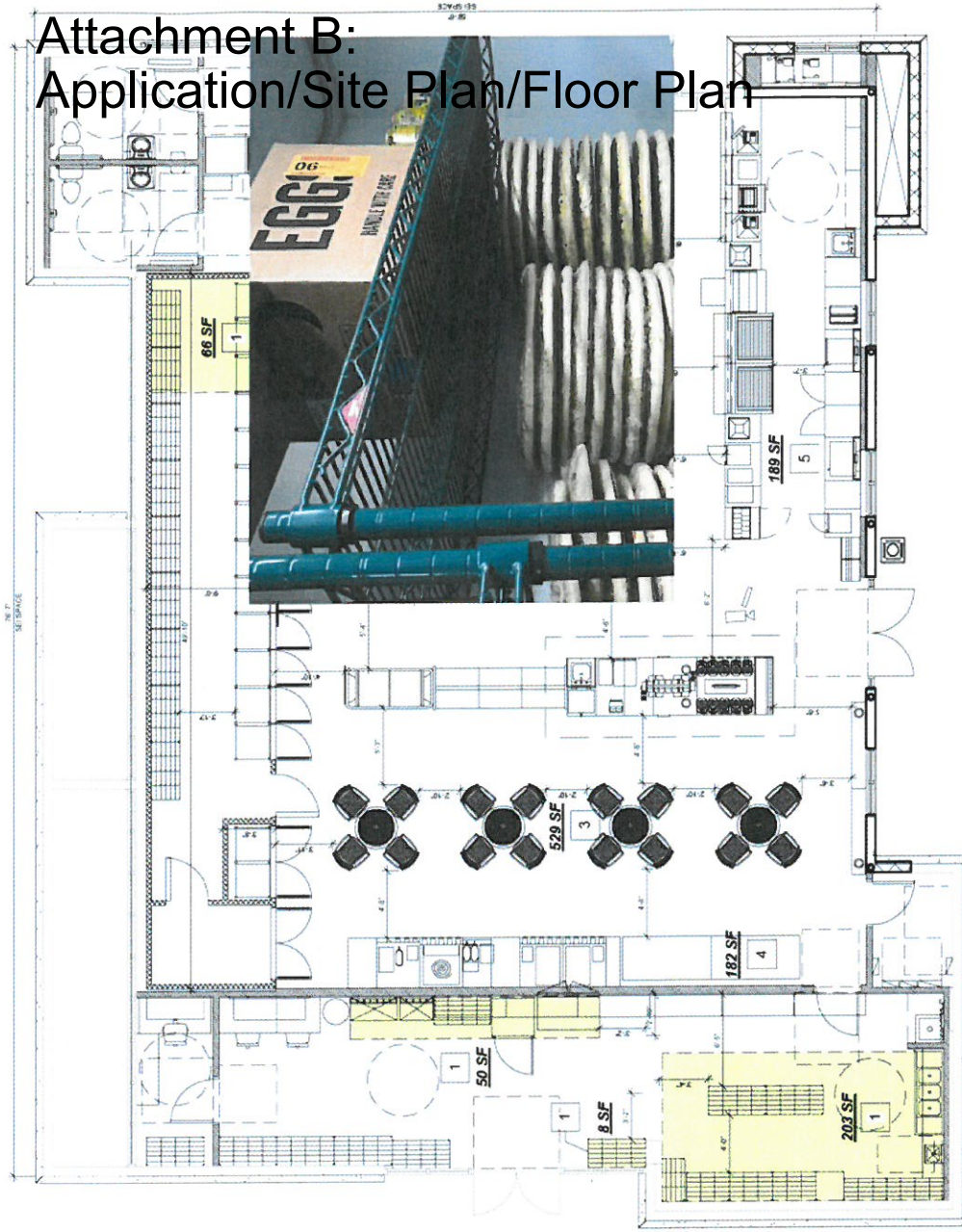
7-ELEVEN FRESH FOODS & DRINKS

5590 WEST OAKLAND PARK BLVD LAUDERHILL, FL 33313

Store File: 01122017 Jan Number: 11127
DEDICATED FRESH FOOD PERCENTAGE
FFE 1.0

Attachment B: Application/Site Plan/Floor Plan

COLOR LEGEND (4,285 SF)	
1	FRESH FOOD STORAGE AREAS (327 SF)
2&3	FRESH FOOD CONSUMPTION AREAS (657 SF)
4	FRESH FOOD DISPLAY AREAS (442 SF)
5	FRESH FOOD PREP/SALES (180 SF)



7-ELEVEN FRESH FOODS & DRINKS

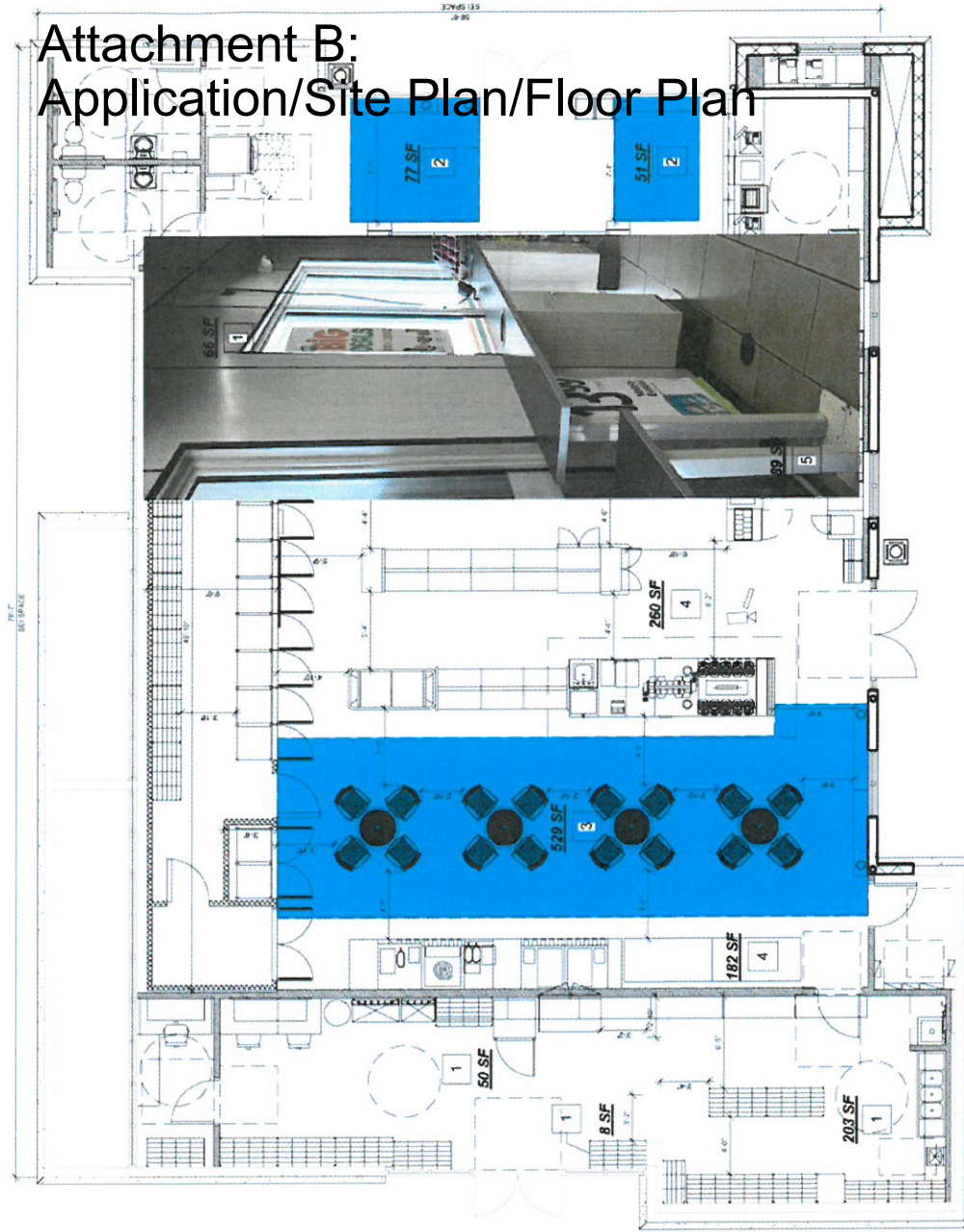
5590 WEST OAKLAND PARK BLVD LAUDERHILL, FL 33313

Store Code: 00127001 Job Number: 00127
FRESH FOOD
STORAGE

FFE 2.0

Attachment B: Application/Site Plan/Floor Plan

COLOR LEGEND (4,285 SF)	
1	FRESH FOOD STORAGE AREAS (327 SF)
2&3	FRESH FOOD CONSUMPTION AREAS (657 SF)
4	FRESH FOOD DISPLAY AREAS (442 SF)
5	FRESH FOOD PREP/SALES (189 SF)



7-ELEVEN FRESH FOODS & DRINKS

5590 WEST OAKLAND PARK BLVD LAUDERHILL, FL 33313

Sheet Code: 01/12/2017 Job Number: 18137
FRESH FOOD CONSUMPTION
FFE 3.0

Attachment B: Application/Site Plan/Floor Plan

COLOR LEGEND (4,285 SF)	
1	FRESH FOOD STORAGE AREAS (327 SF)
2&3	FRESH FOOD CONSUMPTION AREAS (657 SF)
4	FRESH FOOD DISPLAY AREAS (442 SF)
5	FRESH FOOD PREP/SALES (189 SF)



7-ELEVEN FRESH FOODS & DRINKS

5590 WEST OAKLAND PARK BLVD LAUDERHILL, FL 33313

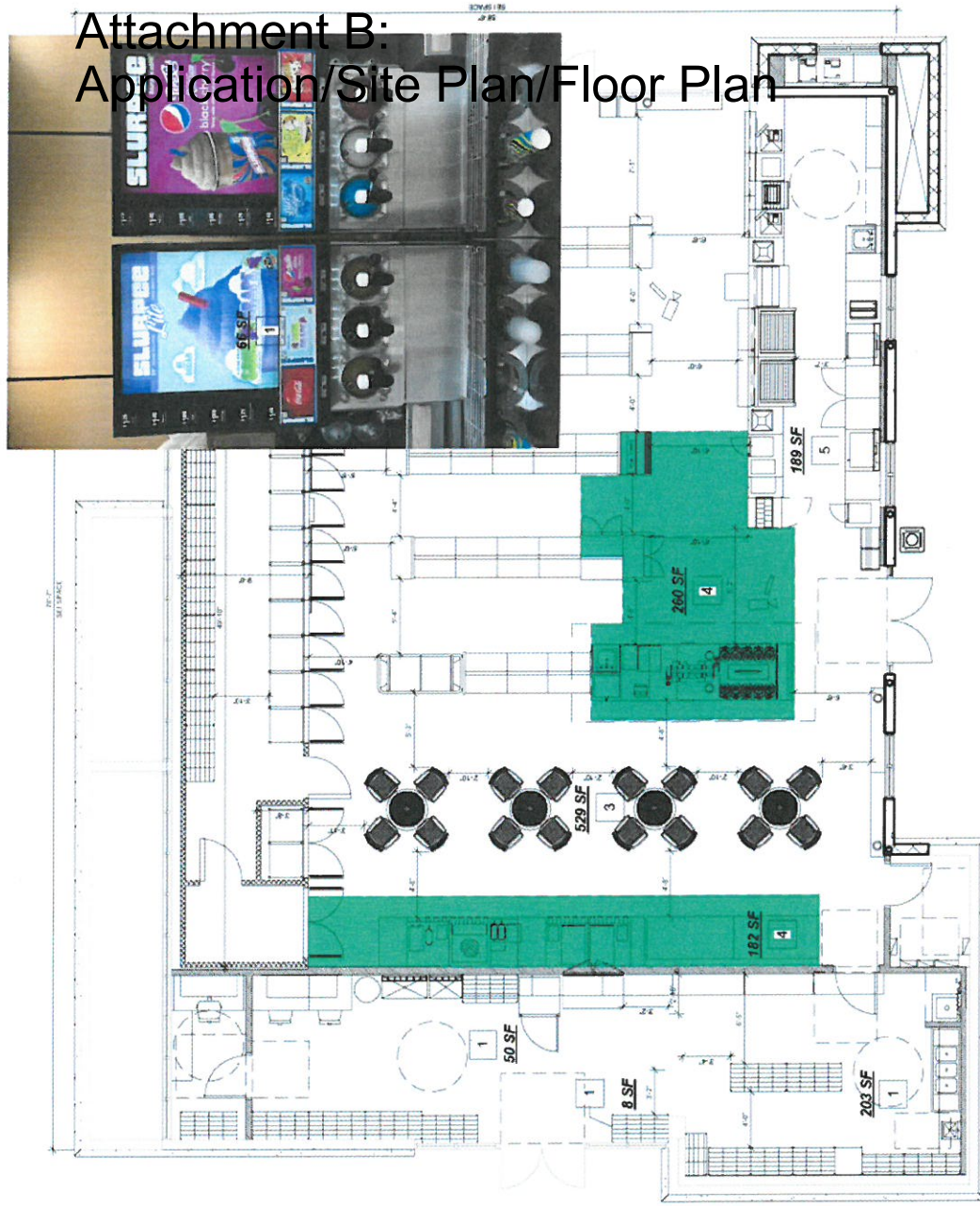
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FRESH FOODS

FFE 4.0

Attachment B: Application/Site Plan/Floor Plan

COLOR LEGEND (4,285 SF)	
1	FRESH FOOD STORAGE AREAS (327 SF)
2&3	FRESH FOOD CONSUMPTION AREAS (657 SF)
4	FRESH FOOD DISPLAY AREAS (442 SF)
5	FRESH FOOD PREP/SALES (189 SF)



7-ELEVEN FRESH FOODS & DRINKS

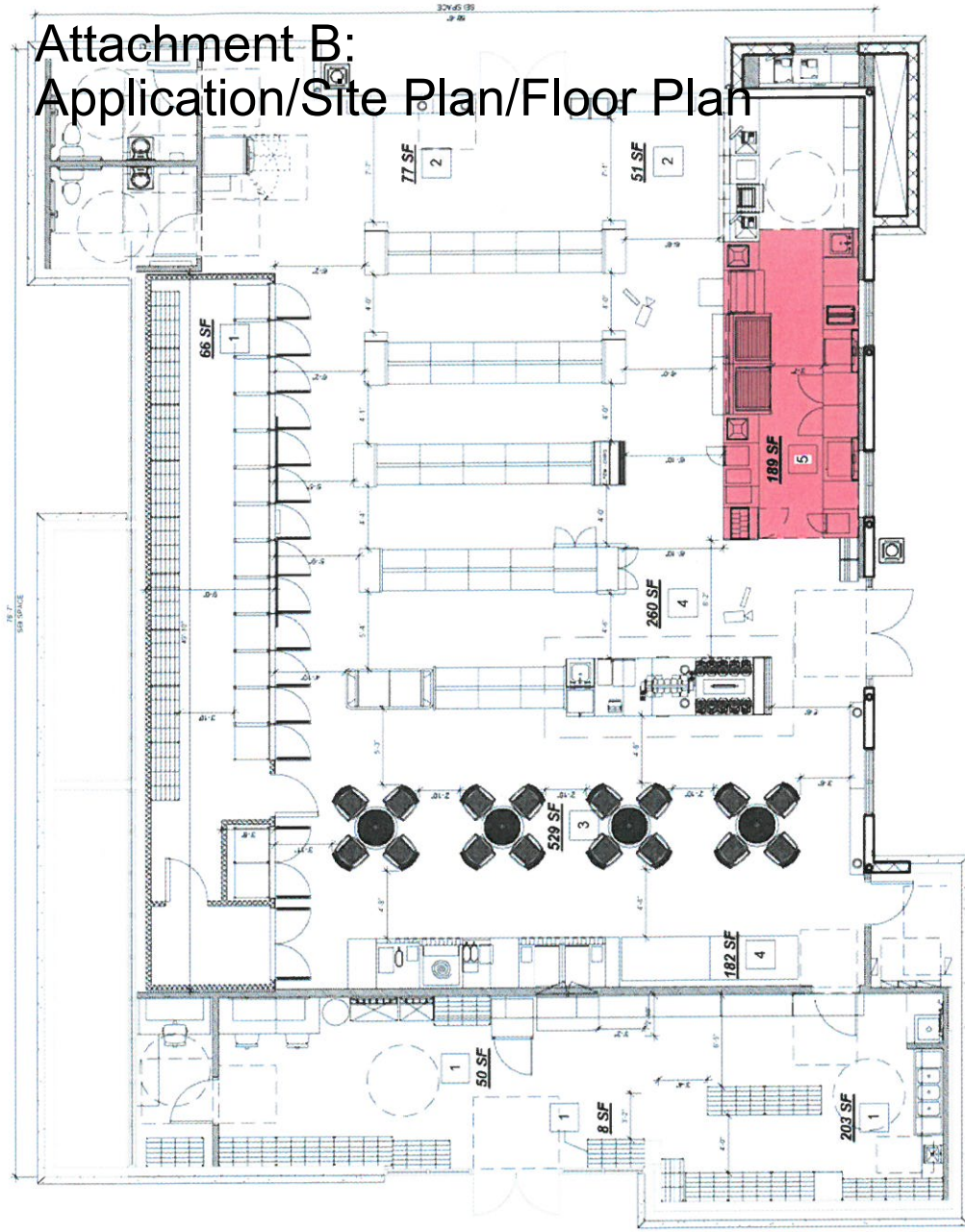
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FRESH DRINKS

FFE 5.0

Sheet Code: 01/12/2014 Job Number: 00137

Attachment B: Application/Site Plan/Floor Plan



COLOR LEGEND (4,285 SF)

- 1 FRESH FOOD STORAGE AREAS (327 SF)
- 283 FRESH FOOD CONSUMPTION AREAS (657 SF)
- 4 FRESH FOOD DISPLAY AREAS (442 SF)
- 5 FRESH FOOD PREP/SALES (189 SF)



7-ELEVEN FRESH FOODS & DRINKS

5590 WEST OAKLAND PARK BLVD LAUDERHILL, FL 33313

Issue Date: 01/12/2017 Job Number: 1413P

FRESH FOOD
PREP/SALES

FFE 6.0

Attachment B: Application/Site Plan/Floor Plan



PROPERTY # 38063

SEC of W. Oakland Park Blvd. and NW 56th Ave.
Lauderhill, Florida

GROUND LEASE

1. **PARTIES.** This Ground Lease (this "Lease") is between Inverness Center, LLC, a Florida limited liability company (the "Landlord"), and 7-Eleven, Inc., a Texas corporation (the "Tenant").
2. **PREMISES/TENANT'S CONSTRUCTION.** (a) Landlord grants and leases to Tenant and Tenant takes and leases from Landlord the land, together with the building, which building shall contain approximately four thousand six hundred fifty-seven (4,657) square feet (the "Building"), and improvements thereon (collectively, the "Premises") described in the attached Exhibit A and shown on the site plan attached as Exhibit B (the "Site Plan"), both of which have been initialed by the parties and are a part of this Lease. The building and improvements shown on the Site Plan shall be constructed in accordance with Tenant's plans and specifications.

(b) The Premises contains approximately thirty-eight thousand (38,000) square feet of land. The Premises is a portion of a larger shopping center development (the "Shopping Center") containing a total of approximately two hundred eighty-one thousand seventy-seven (281,077) square feet of land. Landlord grants Tenant, together with its employees, suppliers, contractors, authorized representatives, invitees, permitted assigns and sublessees, a non-exclusive easement for parking and ingress and egress from and through the Shopping Center now or hereafter existing, including existing driveways, curb cuts, sidewalks and parking areas, in common with Landlord and Landlord's other tenants (the "Common Area") provided Tenant's use shall not unreasonably interfere with Landlord, its employees, suppliers, contractors, authorized representatives, invitees and other tenants and said use is limited to existing driveways, curb cuts, sidewalks and parking areas in the Common Area.

(c) It is understood by the parties hereto that Tenant may make alterations or additions to, or rebuild, the existing building and improvements on the Premises or Tenant may construct new buildings and improvements on the Premises in accordance with the Site Plan, including but not limited to, curb cuts and driveways, sidewalks and aprons, and in connection therewith Landlord does hereby authorize Tenant, at Tenant's discretion, to remove, demolish or otherwise dispose of the existing building and improvements at Tenant's sole cost and expense, and in consideration of Tenant's undertaking such construction or rebuilding, any and all sums for salvage derived therefrom shall be the property of Tenant. Tenant shall, at its sole cost and expense, promptly make application for all permits necessary for any construction to be performed by Tenant on the Premises which construction shall be in conformity with the Site Plan and Tenant's plans and specifications. Landlord agrees to cooperate with Tenant in meeting the requirements to obtain such permits. Such construction shall be at Tenant's sole cost and expense and shall be performed by Tenant in a good and workmanlike manner, free and clear of mechanics' and materialmen's liens. Tenant's general contractor, engineers, architects and other professionals used for the design and construction of the improvements shall at all times be properly licensed and insured.

Attachment B: Application/Site Plan/Floor Plan

(d) Except for (i) Landlord's obligation to remove the Existing Tenant (as defined below) from the Premises, and (ii) Landlord's express obligations hereunder (including, without limitation, pursuant to Article 26 below), Landlord is offering and providing the Premises in "As-Is" condition without representation or warranties of any kind other than as expressly provided herein.

(e) Upon (i) approval of the Site Plan by the applicable governing agencies, and (ii) the written satisfaction or waiver of the conditions precedent set forth in Articles 22 and 22A, Tenant shall, at Tenant's cost, use commercially reasonable efforts to develop the Premises in compliance with the approved Site Plan, as the same may be amended from time to time. Tenant shall be responsible, at Tenant's sole expense, to complete all improvements to the Premises which are required to comply with the approved Site Plan and for the occupancy and intended use of the Premises. Any permits or other approvals necessary to improve the Premises shall be obtained at Tenant's expense. Landlord agrees to execute any and all such documents required by applicable parties for Tenant to obtain Site Plan approval and develop the Premises as approved therein.

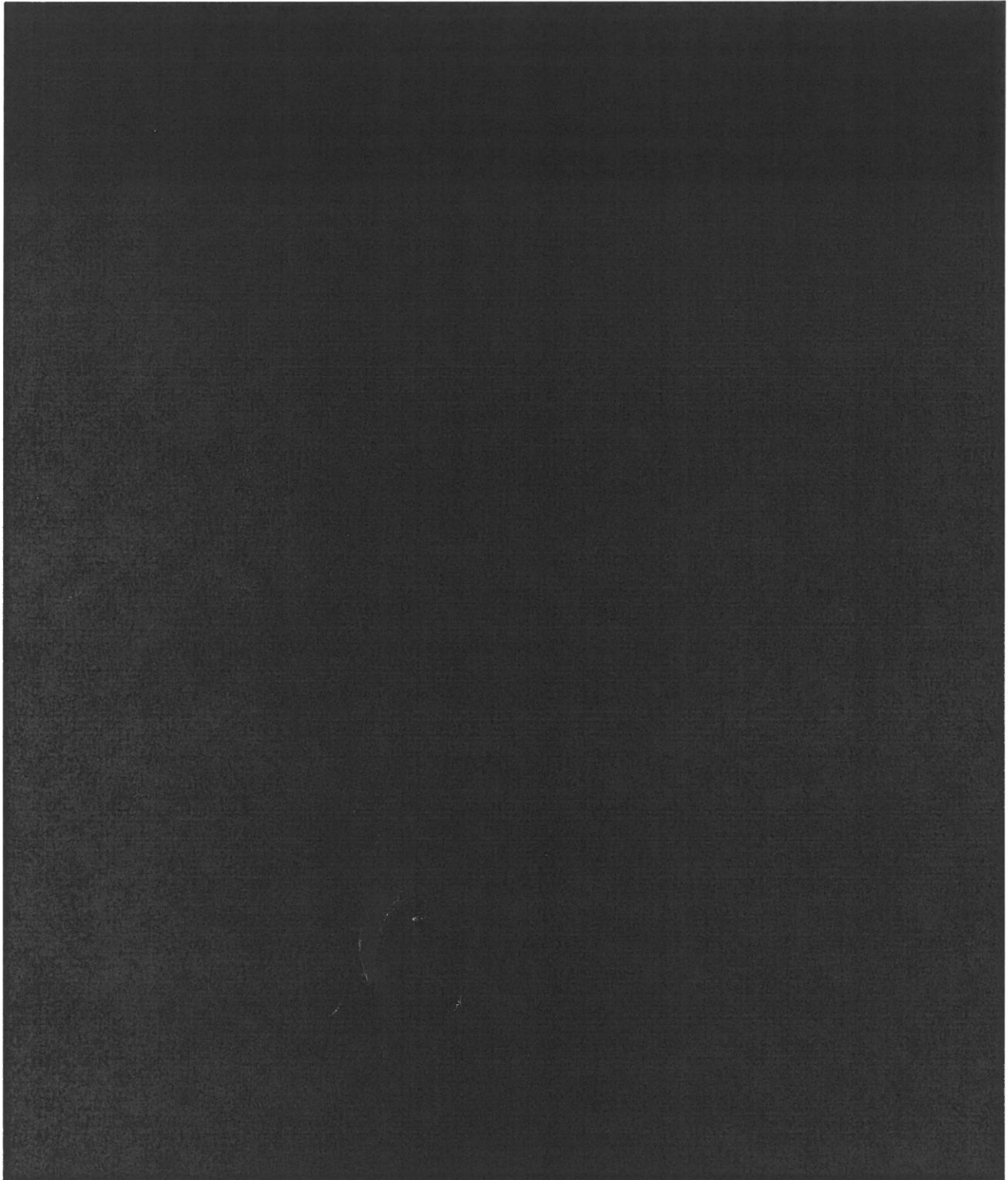
(f) At all times, Tenant's site plans and all improvements shall comply with all applicable building codes, laws, codes, rules, regulations or other requirements imposed by the city, county, water management districts, U.S. Army Corps of Engineers and all other applicable governmental or quasi-governmental authorities having jurisdiction over the Premises, as applicable.

(g) Within ten (10) days after Landlord's written request therefor, Tenant shall provide Landlord with a certificate of insurance from Tenant's general contractor showing such general contractor is carrying "Builder's All-Risk" coverage.

(h) Tenant shall pay and discharge all bills duly presented for goods and materials delivered and for all services performed in connection with operations of Tenant's business at the Premises and improvements or construction thereon. Notwithstanding the foregoing, no contractor, subcontractor, materialmen, laborers or any other person performing work on or at the Premises pursuant to a contract or agreement with or order of Tenant shall be permitted to file or record a claim of lien against the Premises is located, or any part thereof, and Tenant shall, in accordance with the provisions of Florida Statute Section 713.10 notify each contractor, subcontractor, materialmen, laborers or any other person performing work on or at the Premises of this provision of this Lease and that no portion of the Premises is located, or any part thereof, shall be subject to liens for improvements made or requested by, or contracted for by Tenant. Tenant acknowledges its statutory duty to provide notice of this provision to each contractor, subcontractor, materialmen, laborers or any other person performing work on or at the Premises with whom Tenant may contract or provide labor, materials or services at the Premises. Landlord shall be permitted to record, as provided for by Florida Statutes Section 713.10, in the public records of Broward County, Florida, if not otherwise included in the memorandum or short form of this Lease provided for in Article 33 of this Lease prohibiting such liability, a notice as provided for in Section 713.10(2) which provides the name of Landlord, the legal description for Premises, the specific language of this Article 2(h), and a statement that all leases entered into for any portion of the Premises contain the language set forth in this Article 2(h). In the event that Landlord or Tenant do not record a memorandum or short form of this Lease or the notice provided for in Section 713.10(2), and in the event Tenant fails to make any payment to any contractor, subcontractor, materialmen, laborers or any other person performing work on or at the Premises and a claim of lien to secure payment therefor is filed against the Premises, Tenant shall within twenty (20) days from the date such claim is filed: (i) pay and discharge such lien, or (ii) notify Landlord that the claim upon which such lien is based has no validity and is being contested in good faith, in which case Tenant shall, in lieu of payment, bond off such lien in

Attachment B: Application/Site Plan/Floor Plan

accordance with Florida Statutes Chapter 713. In the event Tenant fails to make or provide for such payment or provide such bond, Landlord may (upon ten (10) days' prior written notice to Tenant), but is not obligated to, pay and discharge such lien and recover same so paid, as additional rent plus applicable Florida State sales tax, due by Tenant to Landlord and which shall be due in full together with the next installment of minimum monthly rent.



Attachment B: Application/Site Plan/Floor Plan



(b) The term "Lease Year" as used herein shall mean a period of twelve (12) consecutive months beginning on the commencement of the Term as provided in Article 3, as to the first Lease Year, and any anniversary thereof as to subsequent Lease Years.

(c) If any monthly installment of base rent or additional rent, as applicable, is not paid within ten (10) days after Landlord's written notice to Tenant of non-payment, Landlord may by written notice to Tenant impose a one-time late charge per each late payment of five percent (5%) of the unpaid installment of base rent or additional rent, as applicable; provided, however, that no such late charge shall be payable with respect to any late installment of base rent or additional rent, as applicable, unless Tenant shall have previously failed to make monthly installments of base rent or additional rent, as applicable, within ten (10) days after Landlord's written notice of non-payment once within the previous one (1) year period. Such late charge shall be payable within thirty (30) days of Tenant's receipt of such notice from Landlord. The provisions of this Article 4(c) are cumulative and shall in no way restrict the other remedies available to Landlord in the event of Tenant's default under this Lease.

(d) Tenant shall pay Landlord the rent at the address provided in Article 32 below or at such other place as Landlord may hereinafter from time to time designate to Tenant in writing in accordance with the notice provisions of this Lease, ensuring at all times that the same be received by Landlord at the address provided for herein on or prior to the due date. All payments due pursuant to this

Attachment B: Application/Site Plan/Floor Plan

Lease shall be paid in legal tender of the United States of America. Tenant's obligation to pay rent shall be paid by Tenant to Landlord without notice, demand, setoff, counterclaim, abatement, deduction or defense, except as otherwise expressly provided herein.

5. USE. (a) The Premises may be used up to twenty four-(24) hours per day for the retail sale, rental or provision of merchandise and services customarily sold, rented or provided from time to time, at stores operated or franchised by Tenant as of the date of this Lease or in the future and including but not limited to groceries, produce, sundries, meat, dairy, delicatessen, ready-to-eat, made to order, and take-out food products (including without limitation whole or partial pizza pies, and fried food, including without limitation chicken) for on or off-premise consumption, beer, wine and alcoholic beverages, motor fuels and petroleum products, financial (including automated teller, banking wire transfer and check cashing services) and ticketing services, cellular devices and related products, phone cards, movies and video games, automotive products, donuts and other types of pastry products, cigarettes and other tobacco products, devices which simulate tobacco or other smoking, such as, for example, electronic cigarettes and vaporizers, magazines, lottery, money orders, pay telephones, air and water stations, propane and related equipment. Nothing herein shall require Tenant to continuously operate at the Premises.

(b) Without limiting the foregoing, the Premises may be used for any other lawful retail purpose which is not in direct conflict with any exclusive use provision contained in leases covering other businesses located in the Shopping Center which other leases are dated prior to the date of Tenant's execution of this Lease and which exclusive use provisions have been provided to Tenant prior to Tenant's execution of the Lease and are set forth on Exhibit F attached hereto.

(c) No part of the Premises or improvements thereon shall be used in any manner whatsoever for any purpose in violation of any laws, ordinances, regulations or orders of any governmental authority having jurisdiction over the Premises.

(d) Except as otherwise set forth herein, Tenant shall be solely responsible for complying and shall comply, at all times and in all matters, with all such laws, ordinances, regulations or orders of any governmental authority with respect to Tenant's "specific manner of use" of the Premises now in effect or hereinafter enacted or passed during the Term, or Extended Term of this Lease.

6. UTILITIES. (a) Tenant shall pay any and all charges, fees, costs and other expenses associated with all utilities at or associated with the Premises including, without limitation, gas, electricity, telephone, sewer, water, maintenance, janitorial services, trash, pest control, data, television services and all other services and utilities for and relating to the Premises. Tenant shall be responsible for assuring that all billing statements for all utilities will be mailed directly to Tenant for payment. In the event Landlord receives utility billing statements, Landlord shall immediately forward same to Tenant for payment and shall cooperate with Tenant to assure that such statements are thereafter sent directly to Tenant.

(b) Landlord represents that the following utilities: (i) intentionally omitted, (ii) electricity, and (iii) sewer and water have been brought and made available to, and currently serve, the Premises.

7. TAXES. (a) Tenant agrees to pay all taxes levied upon its personal property, including trade fixtures and inventory, located on the Premises. In the event that the Premises is not separately assessed from the Shopping Center as a whole, Tenant shall reimburse Landlord for its Pro Rata

Attachment B: Application/Site Plan/Floor Plan

Share (as defined below) of all real estate taxes and assessments levied against the Shopping Center during the Term and the Extended Term after presentation to Tenant by Landlord of actual real estate tax statements or copies thereof and receipts evidencing payment thereof from the taxing authorities in which the Premises are located. If an assessment that is payable in periodic installments is levied on the Premises, Tenant shall (i) pay only those installments that are attributable to the Term, and (ii) be responsible to reimburse Landlord only for those periodic installments which would have been owed had Landlord elected the maximum time period permitted for payout of the installments. Tenant shall not be responsible for any assessments that are pending, levied, assessed, imposed or due on the Premises or the Shopping Center prior to the commencement of the Term (except if such assessments are attributable to periods within the Term and Extended Term and are payable in installments which are due during the Term or Extended Term hereof). Real estate taxes for the first and final year of the Term, and the final Extended Term, if applicable, shall be prorated between Landlord and Tenant based on the commencement and expiration of the Term or Extended Term. Tenant shall pay only the lowest discounted amount and will not be required to pay any penalty, interest or cost resulting from Landlord's failure to pay such taxes and/or the delinquent payment of such taxes by Landlord.

(b) If a separate real estate tax statement is not available for the Premises, the amount of taxes for which Tenant shall be liable under this Lease shall be the aggregate of (i) a percentage of the total amount of such taxes levied against the land comprising the Shopping Center, which percentage shall be determined by dividing the amount of gross square feet of land in the Premises by the total amount of gross square feet of all land in the Shopping Center, whether or not leased or occupied (the "Land Pro Rata Share"), and (ii) a percentage of the total amount of such taxes levied against the buildings comprising the Shopping Center, which percentage shall be determined by dividing the amount of gross square feet of the Building (and Tenant's canopy) by the total amount of gross square feet of all buildings in the Shopping Center, whether or not leased or occupied (the "Building Pro Rata Share"). In no event shall Tenant's Land Pro Rata Share be greater than Tenant's actual pro rata share of the Shopping Center based upon gross square footage of land, regardless of whether or not the foregoing measurements or calculations are incorrect or do not correctly reflect the actual measurements of the land comprising the Shopping Center and/or the Premises. In no event shall Tenant's Building Pro Rata Share be greater than Tenant's actual pro rata share of the Shopping Center based upon gross square footage of buildings, regardless of whether or not the foregoing measurements or calculations are incorrect or do not correctly reflect the actual measurements of the buildings comprising the Shopping Center and/or the Premises. Landlord represents that (X) the total square footage of all land in the Shopping Center is 281,077, and thus Tenant's Land Pro Rata Share is $38,000/281,077$, or 13.5%, and (Y) the total square footage of all buildings in the Shopping Center is 74,140, and thus Tenant's Building Pro Rata Share is $(4,657+3,036)/74,140$, or 10.38%.

(c) In the event additional land is added to the Shopping Center during the Term, Landlord shall so advise Tenant in writing upon completion of such additional land and provide the gross square footage thereof, and Tenant's Pro Rata Share shall be reduced based on the gross square footage of such additional land.

(d) Tenant will not be liable for, and Landlord will forever forfeit all rights to recover, such taxes and assessments if presentation of statements and corresponding receipts evidencing payment thereof are not made by Landlord to Tenant in the manner set forth above within twelve (12) months after the applicable date of delinquency.

Attachment B: Application/Site Plan/Floor Plan

(e) If a separate real estate tax statement is available for the Premises Landlord may direct the taxing jurisdiction(s) to send tax statement(s) with respect to the Premises only directly to Tenant. Landlord shall promptly notify Tenant when it has so directed such taxing jurisdiction(s). Landlord further agrees that Tenant, at Tenant's sole expense, may contest any taxes before any taxing jurisdiction or maintain any necessary legal action in reference to such taxes or for the recovery of any taxes paid. Landlord agrees to execute any documents reasonably required by Tenant in connection with any such contest. Landlord agrees to provide Tenant with copies of all notices concerning the tax status of the Premises. Landlord agrees to promptly provide Tenant with copies of annual tax valuation assessments for the Shopping Center (or for the Premises, if a separate tax statement is available therefor) so that Tenant may determine whether or not to contest the valuation or taxes assessed for the Premises. Landlord may only place reasonable "For Lease" signs or the like on the Premises during the last ninety (90) days of the Term.

(f) During the Term, Tenant shall be responsible for any and all taxes, assessments, dues, fines, fees, charges or other amounts due and associated with or related to the Premises, along with utilities, services and insurances as more particularly described elsewhere herein, except to the extent any of the foregoing are imposed or assessed due to the acts or omissions of Landlord.

8. MAINTENANCE. (a) At all times during the Term and the Extended Term, Tenant agrees to maintain the building and improvements which may be constructed on the Premises by Tenant (casualty damage and reasonable wear and tear excepted). Tenant shall be responsible for maintenance of any of its above ground or below ground motor fuels equipment in the event Tenant elects to install a motor fuels facility on the Premises.

(b) Tenant shall be responsible for all costs and expenses necessary to improve, maintain and repair the Premises during the Term and Extended Term. Tenant shall take good care of the Premises and keep it neat, clean and reasonably free from rubbish and waste at all times and shall store all trash and garbage within the improvements on the Premises, a trash dumpster or similar container and as otherwise required by governing local authorities. Landlord shall have no maintenance or repair obligations whatsoever with respect to the Premises, except to the extent any maintenance or repair is necessary due to the negligence or willful misconduct of Landlord. Tenant's repair responsibilities shall include, but not be limited by, the maintenance of any above ground or below ground motor fuels equipment on the Premises. Tenant shall further be responsible for compliance with any and all requirements, as may be amended, under the Americans with Disabilities Act (the "ADA") as to the Premises, including the buildings and improvements thereon and Tenant's business activities on the Premises.

(c) At all times during the Term and any Extended Term, Landlord shall, at its sole cost and expense, be responsible for maintaining, cleaning, ice and snow removal, trash removal and lighting the Common Area shown cross-hatched in Exhibit G attached hereto, including, without limitation, maintenance and repair where warranted of all Common Area landscaping, parking and driveway areas of the Shopping Center (not to include the Premises). Notwithstanding the foregoing, Tenant shall be responsible for any and all reasonable costs required to repair damage to the Shopping Center and its Common Area solely caused by the gross negligence or willful misconduct of Tenant, its employees, invitees and contractors.

9. ALTERATIONS. (a) Tenant may from time to time make such alterations or additions to the Building and improvements on the Premises as Tenant may desire without Landlord's consent. Such alterations or additions shall be made in a good workmanlike manner without cost to Landlord,

Attachment B: Application/Site Plan/Floor Plan

and shall be free and clear of mechanics' and materialmen's liens provided that if any such lien is filed, Tenant shall either promptly bond or discharge the same or it may contest the same in good faith.

(b) Tenant shall obtain Landlord's prior written approval of any alteration of the Premises made by Tenant which either (i) reduces the size of the Building or motor fuels facility originally constructed by Tenant (other than in a de minimus respect), (ii) reduces the value of the Premises (other than in a de minimus respect), or (iii) requires any variance, zone change, special permit or exception, or any change in access or amendments to utility agreements, which approval may be given or withheld in Landlord's reasonable discretion.

9A. SURRENDER. Upon the expiration or earlier termination of this Lease, Tenant will surrender the Premises to Landlord, broom clean and in good order and condition, ordinary wear and tear and damage by casualty excepted. Except as otherwise provided for to the contrary elsewhere in the Lease, Tenant shall remove all of its trade fixtures, personal property and identification marks from the Premises on or before the end of the Term or Extended Term, as applicable. Tenant agrees to repair any material damage caused by such removal. If Tenant fails to remove any of its property at the end of the Term, Landlord after thirty (30) days' written notice to Tenant shall have the right, at Landlord's election, to deem the same abandoned by Tenant or Landlord may store or dispose of the same at Tenant's expense (Tenant hereby agreeing to remain liable for the reasonable cost of disposing same even though this Lease shall have terminated).

10. TRADE AND OTHER FIXTURES. (a) Subject to the approval of local governing authorities and the acquisition of any required permits, Tenant may install or cause to be installed at its expense such equipment and trade and other fixtures as are reasonably necessary for the operation of its business (the "Fixtures"). The Fixtures may include, without limitation, all heating, ventilating and air conditioning equipment (the "HVAC"), walk-in vault(s), public pay telephones, propane tanks rental storage area, a motor fuels facility (including, but not limited to, pump islands, underground storage tanks, canopies, air and water stations, and air-vac units), exterior lighting, interior or exterior video rental machines, a satellite dish and/or similar communications equipment and Tenant's typical exterior imaging, signs, banners and other advertising displays, including Tenant's fascia and pole signs.

(b) The Fixtures may be installed at any time following Landlord's delivery of the Premises to Tenant. All Fixtures, whenever installed shall remain personal property and title thereto shall continue in the owner thereof, regardless of the manner in which they may be attached or affixed. Tenant, at Tenant's expense, may at any time during the Term or Extended Term, remove the Fixtures and shall repair any damage caused by such removal.

(c) Landlord hereby waives any landlord's lien which Landlord may have under applicable law with respect to the Fixtures.

11. PERMITS/LICENSES. Landlord hereby grants to Tenant the right to apply for and obtain any permits or licenses required by applicable governmental authorities necessary or desirable for Tenant to undertake any construction and/or perform maintenance, remodeling, alterations and repairs at the Premises, or to otherwise use the Premises in accordance with the terms and conditions of this Lease and Landlord agrees to execute any documents reasonably requested by Tenant in connection therewith. In no event shall Tenant be permitted to apply for any permit, approval or license in Landlord's name, except that if Tenant requires any permit or license which must be

Attachment B: Application/Site Plan/Floor Plan

submitted in Landlord's name, then Landlord shall sign such application upon Tenant's request, and otherwise reasonably cooperate with Tenant in connection therewith at no cost to Landlord. Tenant shall indemnify and hold Landlord harmless from any claim, liability, loss, cost or obligation owed to or asserted by any third party, arising from any enforcement action, penalty, fine or violation asserted against Landlord as a result of Tenant's filing of such application signed by Landlord in Landlord's name for any such permit or license, excepting in each case any such damages, injuries, claims, liabilities, losses, costs or obligations as shall result from conditions existing on the Premises prior to the commencement of the Term, acts or omissions of Landlord, its agents, employees or contractors or the failure of Landlord to perform its obligations under this Lease.

12. CASUALTY DAMAGE. (a) ~~If, in the good faith,~~ reasonable business judgment of Tenant, the Premises are rendered substantially unfit for the occupancy or use herein contemplated by any casualty or peril insured against in a standard fire and extended coverage insurance policy (such a casualty or peril being hereinafter referred to as an insured casualty or peril), Tenant, at its option may promptly and diligently restore the Premises to the condition existing prior to the occurrence of the insured casualty or peril or may release, assign and/or turn over to Landlord the insurance proceeds as a result thereof and cancel and terminate this Lease. If, in the good faith, reasonable business judgment of Tenant, the Premises are rendered substantially unfit for the occupancy or use herein contemplated by any casualty or peril other than an insured casualty or peril, Tenant may either restore the Premises to the condition existing prior to the occurrence of the casualty or peril at its expense, or Tenant may terminate this Lease effective as of the date of the occurrence of the casualty or peril. If, in the reasonable business judgment of Tenant, the Premises are not thereby rendered substantially unfit for the occupancy or use herein contemplated, Tenant shall promptly and diligently restore the Premises at Tenant's expense to the condition existing prior to the occurrence of the casualty or peril. Since Tenant has agreed, in the event of damage caused by an insured casualty or peril, to either restore the Premises or turn over insurance proceeds to Landlord, and since Tenant has numerous other properties as to which it is self-insured, it is agreed that Tenant may be a self-insurer as to the Premises with such self-insurance covering the same casualties and perils which would be insured against in a standard fire and extended coverage insurance policy; provided that Tenant maintains a net worth of not less than \$50,000,000.00.

(b) In the event Tenant, at its sole option, elects not to self-insure, Tenant shall maintain a standard fire and extended coverage insurance policy from a third-party insurance provider in an amount sufficient to cover eighty-five percent (85%) of the full replacement cost of the improvements at the Premises. Such insurance policy shall be issued by an insurance company with a rating of at least B+.

13. LIABILITY INSURANCE. Tenant shall, at Tenant's expense, to maintain in force continuously throughout the Term, and any Extended Term, commercial general public liability insurance covering the Premises with combined single limit coverage of \$2,000,000.00 and shall, upon Landlord's written request, furnish Landlord a certificate from the insurer evidencing such coverage and naming Landlord as additional insured under the policy but only as respects the Premises but excluding the extent of liability resulting from occurrences arising out of the negligence or willful misconduct of Landlord and its agents, contractors and employees. Notwithstanding the above, Tenant shall have the right to self-insure as to some or all of the risks covered by this Article, provided that Tenant maintains a net worth as set forth in Article 12 hereof.

14. INDEMNITY. During the Term, any Extended Term and during any period of entry of the Premises by Tenant, its agents, contractors and employees, Tenant shall indemnify and hold

Attachment B: Application/Site Plan/Floor Plan

Landlord harmless from any claim, liability, loss, cost or obligation asserted against Landlord by any third party, arising from any damage or injury caused by the use of the Premises (including, without limitation, Tenant's motor fuels facility and equipment) by Tenant, its agents, employees or contractors, excepting in each case any such damages, injuries, claims, liabilities, losses, costs or obligations as shall result from conditions existing on the Premises prior to the commencement of the Term or the negligence or willful misconduct of Landlord, its agents, employees or contractors. Landlord agrees to indemnify and hold Tenant harmless from any liability, loss, cost or obligation arising from the presence of Hazardous Materials (as defined in Article 22 hereof) in violation of applicable environmental laws which are in existence as of Landlord's delivery of the Premises to Tenant (but such indemnity shall not apply to ACM (as defined in Article 26 below), PACM (as defined in Article 26 below), lead-based paint and mold) or the negligence or willful misconduct of Landlord, its agents, employees or contractors, excepting in each case any such liabilities, losses, costs or obligations as shall result from the negligence or willful misconduct of Tenant, its agents, employees or contractors.

15. MOTOR FUELS. (a) If Tenant installs a motor fuels facility, Tenant shall, upon expiration or termination of this Lease, remove its motor fuels facility. Tenant shall, at its expense, comply with all requirements of the appropriate governmental authorities regarding conditions determined to have resulted from Tenant's operation of the motor fuels facility (the "Remedial Measures"), including, but not limited to, obtaining all necessary permits required. Provided that Tenant continues to maintain or self-insures for all required insurance hereunder, Landlord agrees to permit Tenant, its employees, agents, consultants and contractors to enter onto the Premises after the expiration or termination of this Lease to the extent necessary to satisfy Tenant's obligations under this Article. Upon conclusion of the Remedial Measures, to the extent affected by the performance of the Remedial Measures, Tenant shall restore the Premises to the condition substantially similar to that condition existing prior to the performance of the Remedial Measures including, but not limited to, the refilling of any excavation performed in the course of the Remedial Measures.

(b) Landlord agrees that Tenant shall be entitled to any reimbursement or contribution from governmental authorities or any other third party for Remedial Measures (including site response testing, cleanup, monitoring, repairs or restoration activities) performed by Tenant, as currently permitted or as may be permitted in the future by applicable law, and Landlord agrees to execute all documents reasonably requested by Tenant in connection therewith.

16. ASSIGNMENT OR SUBLEASE. Except as hereinafter provided, Tenant shall not assign this Lease or sublet the Premises without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, a demise by Tenant to its franchisees or licensees, or to any parent, subsidiary, or division, or a merger or consolidation of Tenant with another corporation, or to an affiliate of Tenant, or to an independent entity in connection with financing or refinancing of the cost of construction of the improvements (each, a "Permitted Transfer"), shall not constitute an assignment or subletting for the purposes of this Article 16, and therefore, shall not require Landlord's consent. In the event of any sublease or assignment (including a Permitted Transfer), Tenant shall remain primarily liable for the payment of rent and the performance of the terms, covenants and conditions of this Lease.

17. EMINENT DOMAIN. (a) If pursuant to the exercise of the right of condemnation or eminent domain (i) the Premises is taken or conveyed under threat of the exercising of such right, (ii) only a portion of the Premises, is so taken or conveyed and Tenant determines in its good faith, reasonable business judgment, that the remainder of the Premises or the visibility of the Premises is

Attachment B: Application/Site Plan/Floor Plan

materially and adversely inadequate or unsatisfactory for its purposes, or (iii) Tenant's access to the Premises is reduced by such taking or conveyance and Tenant determines in its good faith, reasonable business judgment, that its access to the Premises or the visibility of the Premises is materially and adversely inadequate or unsatisfactory for its purposes, Tenant shall have the right to terminate this Lease, subject to Tenant's rights as set forth below. Such termination shall be effective on the date Tenant is required to give up its occupancy, use, or access, whichever is earlier. The termination of this Lease as provided above shall not operate to deprive Tenant of the right, and Landlord expressly grants to Tenant the right, to make a claim for an award in condemnation, or participate in an award, for loss of business goodwill, relocation expenses, Tenant's leasehold interest and/or lease bonus value, loss or damage to Fixtures and improvements made by Tenant to the Premises, the value of Tenant's unexpired options to extend the Term, or any other claims that Tenant is permitted or elects to make, or to receive notices and participate in the condemnation proceedings, including any settlement negotiations, whether conducted prior to or after the filing of a condemnation proceeding. Without limiting any of the foregoing, in no event shall Landlord's award in condemnation be reduced by a claim of Tenant except to the extent Tenant has a claim for those costs, expenses or losses identified in the immediately preceding sentence.

(b) If this Lease is not terminated as provided herein, Landlord and Tenant shall agree upon an equitable reduction in the rent. If the parties fail to agree upon such reduction within sixty (60) days from the date Tenant is required to give up such occupancy, use or access, whichever is earlier, Landlord and Tenant shall each choose one arbitrator and the two arbitrators so chosen shall choose a third arbitrator. The decision of any two of the arbitrators concerning the rent reduction, if any, shall be binding on Landlord and Tenant and any expense of the arbitration shall be divided equally between Landlord and Tenant. Any such reduction in rent shall not constitute an election of remedies by Tenant nor deprive Tenant of the right to make a claim for an award in condemnation as set forth above or receive notices and participate in the condemnation proceedings, including any settlement negotiations.

18. ATTORNEYS' FEES. If suit is brought to enforce any terms, covenants or conditions of this Lease, the parties agree that the losing party shall pay the prevailing party's reasonable attorneys' fees, including reasonable attorneys' fees incurred in enforcing a judgment, which shall be fixed by the court and court costs. As used herein, the term "prevailing party" shall mean the party, which has succeeded upon a significant issue in the litigation and achieved a material benefit with respect to the claims at issue, taken as a whole.

19. DEFAULT. (a)(i) If Tenant shall default in the performance of its obligation to pay the rent or additional rent hereunder and if such default shall continue for ten (10) days after written notice from Landlord designating such default provided, however, that any such notice shall not be required more than twice during any calendar year; or, if within thirty (30) days after written notice from Landlord to Tenant specifying any other default or defaults, Tenant has not commenced diligently to correct the default or defaults so specified or has not thereafter diligently pursued such correction to completion, or (ii) if any assignment shall be made by Tenant for the benefit of creditors, or (iii) if Tenant's leasehold interest shall be taken on execution, or (iv) if a petition is filed by Tenant for liquidation, or for reorganization or an arrangement under any provision of any bankruptcy law or code as then in force and effect, or (v) if an involuntary petition under any of the provisions of any bankruptcy law or code is filed against Tenant and such involuntary petition is not dismissed within ninety (90) days thereafter, then, and in any of such cases, Landlord lawfully may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter without further demand or additional notice but with process of law enter into and upon the

Attachment B: Application/Site Plan/Floor Plan

Premises or any part thereof in the name of the whole, or give Tenant a notice of termination, and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove its and their effects without being deemed guilty of any manner of trespass, and upon such entry or notification as aforesaid this Lease shall terminate, Tenant hereby waiving all rights of redemption, if any, to the extent such rights may be lawfully waived, and Landlord without notice to Tenant, may store Tenant's effects, and those of any person claiming through or under Tenant, at the expense and risk of Tenant, and, if Landlord so elects, may sell such effects at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance, if any, to Tenant.

(b) In the event that this Lease is terminated pursuant to the preceding paragraph Tenant covenants to pay punctually to Landlord all the sums which Tenants covenants in this Lease to pay in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In such event, Landlord agrees to make commercially reasonable efforts to relet the Premises. In calculating the amounts to be paid by Tenant pursuant to this paragraph Tenant shall be credited with the net proceeds of any rent obtained by Landlord by reletting the Premises, after deducting all Landlord's reasonable expense in connection with such termination and reletting, including, without limitation, all repossession costs, brokerage commissions, tenant allowances, reasonable fees for legal services and expenses of preparing the Premises for such reletting, it being agreed by Tenant that Landlord may (i) relet the Premises or any part or parts thereof, for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the term and may grant such concessions and free rent as Landlord in its sole judgment considers advisable or necessary to relet the same and (ii) make such alterations, repairs and decorations in the Premises as Landlord in its reasonable judgment considers advisable or necessary to relet the same, and no action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid provided that Landlord shall have made commercially reasonable efforts to relet the Premises as aforesaid.

(c) At any time after termination of this Lease pursuant to this Article 19, Landlord at its option may elect to recover from Tenant as liquidated damages, and in lieu of any damages under the previous paragraph payable following such election, the discounted value (calculated using a discount factor equal to seven percent (7%)) of the excess of the total rent and additional rent reserved for the residue of the Term over the rental value of the Premises for said residue of the Term as determined by an independent real estate appraiser named by Landlord in which case such amount shall be payable to Landlord in a lump sum on demand.

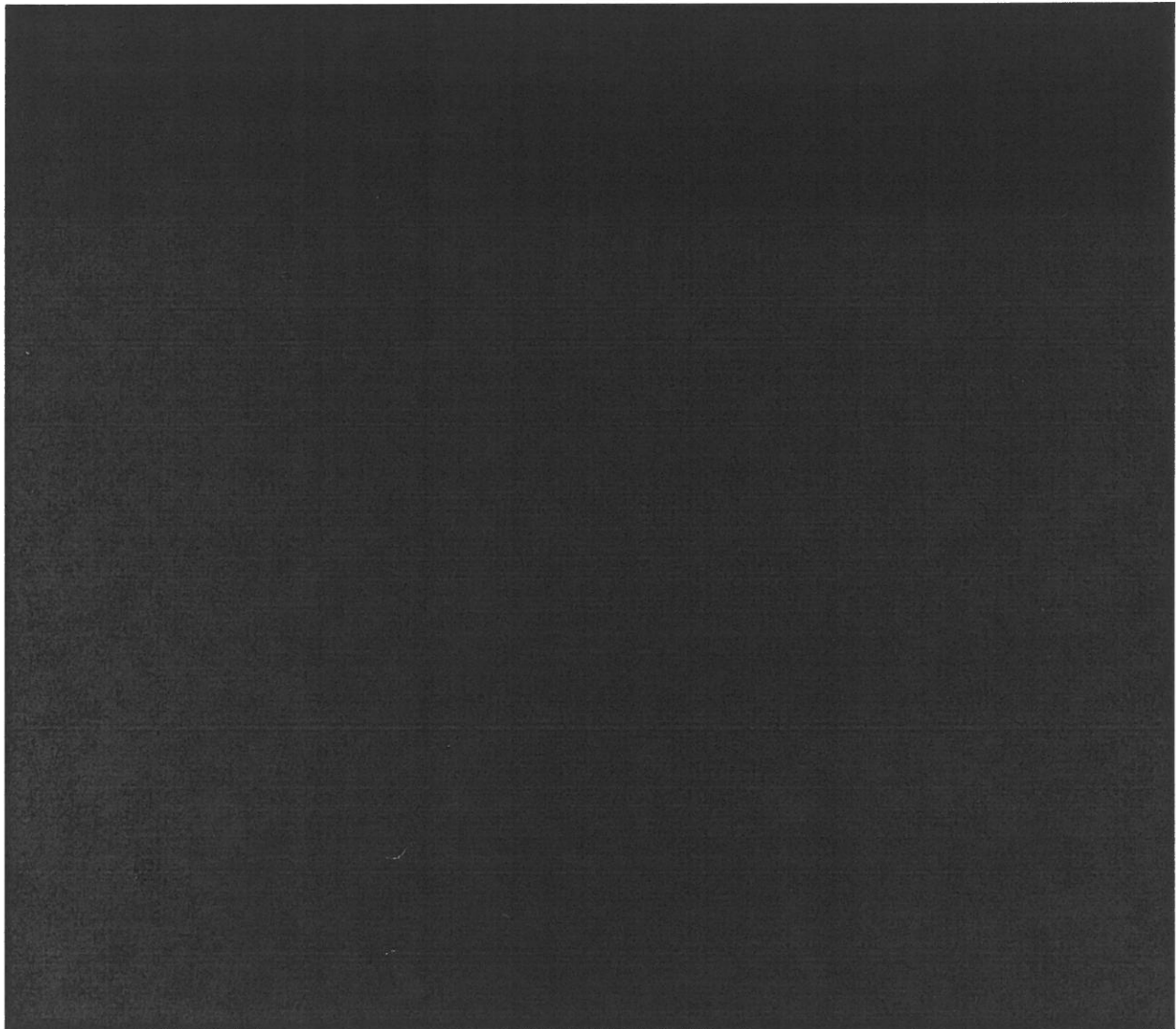
(d) No waiver by Landlord of any failure by Tenant to perform or observe any covenant, condition or agreement contained in this Lease shall operate as a waiver of such covenant, condition, or agreement itself or of any subsequent breach thereof. No waiver by Tenant of any failure by Landlord to perform or observe any covenant, condition or agreement contained in this Lease shall operate as a waiver of such covenant, condition or agreement itself or of any subsequent breach thereof. No provision of this Lease shall be deemed waived by Landlord unless such waiver is in writing and signed by Landlord. No provision of this Lease shall be deemed waived by Tenant unless such waiver is in writing and signed by Tenant. No endorsement or statement on any check or letter accompanying a check for payment of rent or additional rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent and/or additional rent or to pursue any other remedy provided in this Lease.

Attachment B: Application/Site Plan/Floor Plan

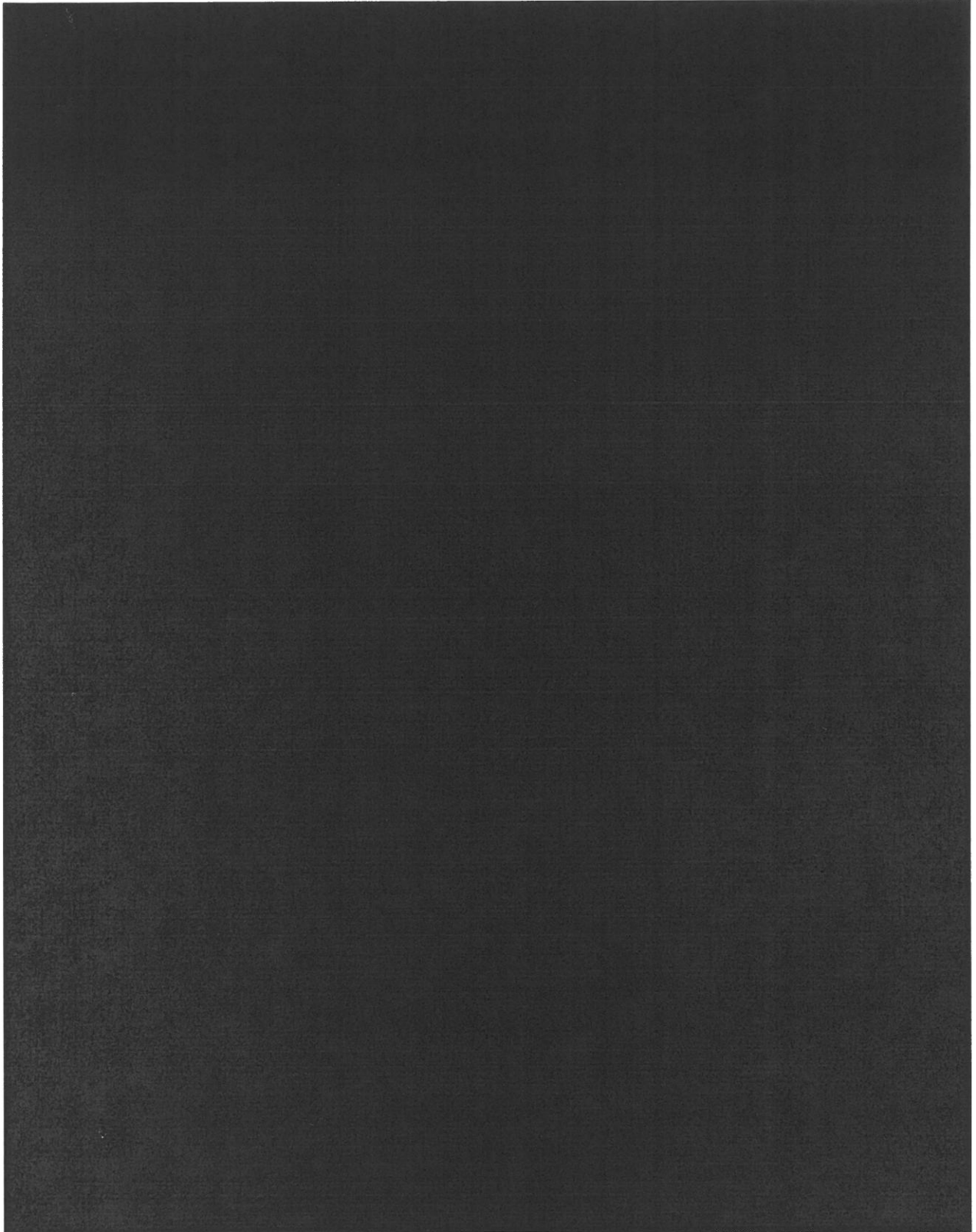
(e) If Landlord defaults in the performance of any of the terms, covenants and conditions of this Lease, Tenant shall promptly notify Landlord in writing. If Landlord fails to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure and Landlord fails to commence to cure within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default then, in either such event Tenant, at its option may, to the extent permitted by the law of the jurisdiction in which the Premises is located, (i) upon ten (10) days' notice to Landlord (except no notice shall be required in the event of an emergency), cure such default and setoff or deduct any expense so incurred from the rent or other amounts due, and (ii) bring an action against Landlord, at law or in equity, arising out of such breach. Failure by Landlord to reimburse any overpayments by Tenant of rental or other charges, within twenty (20) days after receipt by Landlord of notice of such overpayment and documentation evidencing same, shall constitute a default by Landlord hereunder.

20. INTENTIONALLY OMITTED.

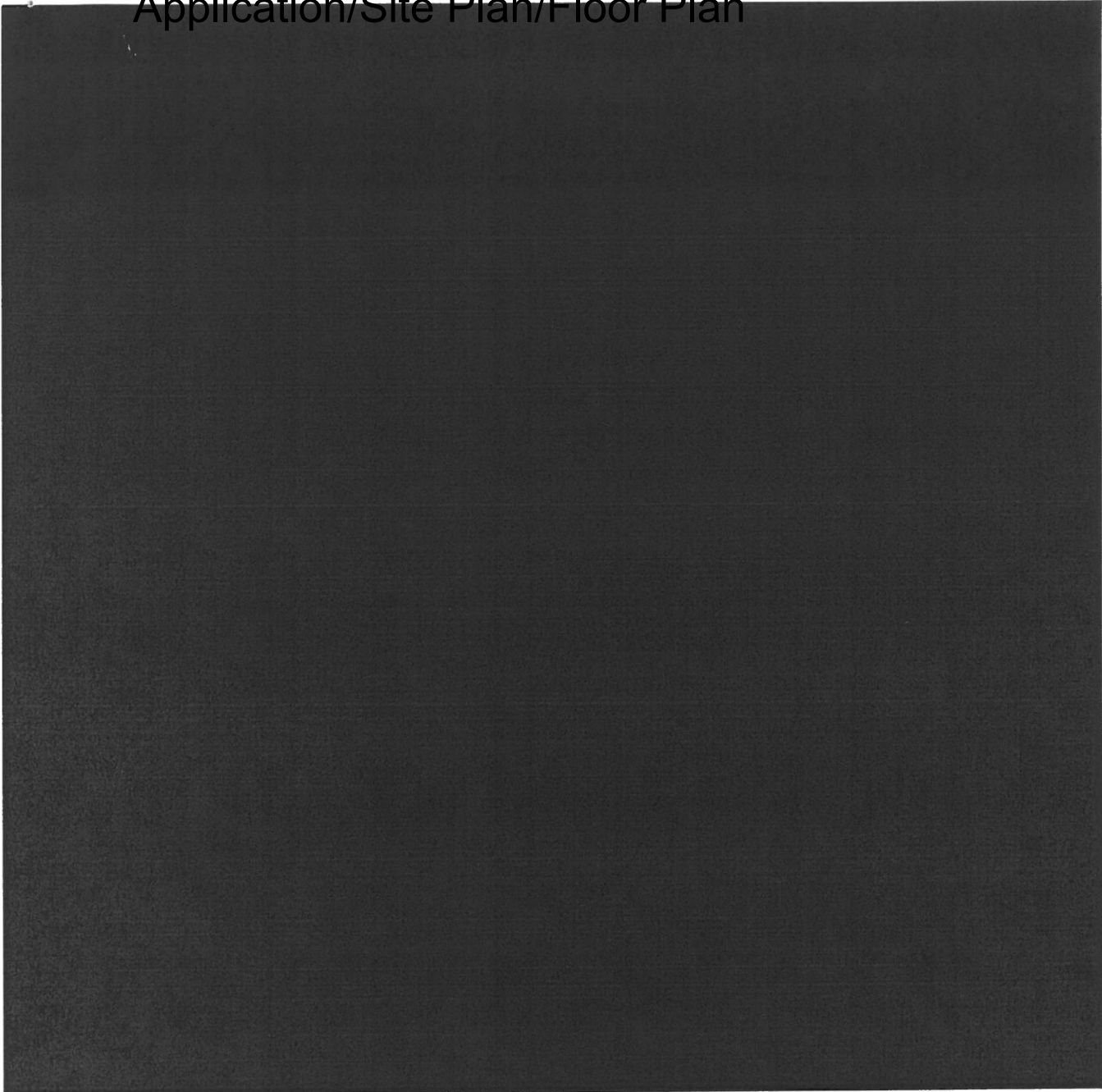
21. INTENTIONALLY OMITTED.



Attachment B:
Application/Site Plan/Floor Plan



Attachment B: Application/Site Plan/Floor Plan



23. INTENTIONALLY OMITTED.

24. LEASEHOLD TITLE POLICY. (a) Prior to the Initial Conditions Precedent Satisfaction Date, Tenant may, at Tenant's expense, obtain through a title company acceptable to Tenant ("Title Company") preliminary title documentation for extended coverage leasehold title insurance, and a topographic survey (the "Survey") acceptable to Title Company for such title insurance and a report by a surveyor acceptable to Tenant locating and describing the Premises and certifying as to easements and encroachments. A preliminary title report or binder (the "Binder") shall be issued giving the current condition of title to the Premises, together with copies of all instruments necessary

Attachment B: Application/Site Plan/Floor Plan

to fully explain the scope and effect of any matters listed as exceptions in the Binder whereby Title Company is bound to issue to Tenant or its nominee, for an amount to be determined by Tenant, an A.L.T.A. Title Insurance Policy-Standard Form 2006, or such other form as shall be acceptable to Tenant, with extended coverage (herein the "Title Policy").

(b) In the event the Binder or the Survey reflects any matters or conditions which Tenant determines will interfere with its intended development or use of the Premises, or the rights granted Tenant in this Lease, Tenant may so notify Landlord and Landlord shall undertake all reasonable efforts to cure such title objections (the "Title Objections") within twenty (20) days after receipt of such notice and to notify Tenant of the curative matters ("Landlord's Cure Notice"); provided, however, that Landlord shall not be required to expend more than Five Thousand and 00/100 Dollars (\$5,000.00) to cure any Title Objections raised by Tenant. Notwithstanding the foregoing, the cost to cure the following Title Objections shall be excluded from such \$5,000.00 cap: (i) the discharge or termination of any mortgage, deed of trust or other similar voluntary encumbrance (excluding any mortgage or deed of trust in connection with financing Landlord intends to remain in place during the Term and Extended Term), and (ii) any liens on the Premises, including, without limitation, tax liens, judgment liens and/or mechanics' liens. Tenant shall have ten (10) additional business days after receipt of Landlord's Cure Notice to examine any curative matters. In the event Landlord is unable to cure to Tenant's satisfaction one or more Title Objections within such twenty (20) day period or Landlord elects not to cure such Title Objections due to the cost of curing same exceeding the aforementioned \$5,000 cap, Tenant may either (X) waive such uncured Title Objection, or (Y) terminate this Lease.

(c) In addition, whether or not Tenant shall have previously objected to any such matters or conditions, Tenant may terminate this Lease in the event that there shall first arise during the period between the date of the Binder and the Rent Commencement Date any matters or conditions which Tenant reasonably determines will interfere with its intended development or use of the Premises, or the rights granted Tenant in this Lease, and which Landlord does not cure (or elects not to cure as provided herein) within twenty (20) days after receipt of notice thereof from Tenant. Landlord covenants that it shall not at any time following Landlord's execution of this Lease place any encumbrance upon the title to the Premises which would negatively, materially and/or adversely interfere with Tenant's development or use of the Premises without Tenant's prior written consent thereto, which consent shall not be unreasonably withheld.

(d) Landlord agrees that promptly upon request it shall execute, record and deliver such documents as Title Company may reasonably require in order to establish Landlord's title to the Premises and in order to issue a leasehold Title Policy in form and substance reasonably acceptable to Tenant including, without limitation, a memorandum or short form lease as referenced in Article 33 hereof, a Non-Disturbance Agreement, and any matters reasonably required of Landlord by the Title Company in any "requirements" or similar portion of the Binder.

25. LANDLORD'S COVENANTS. (a) Landlord covenants that (i) it has good and marketable fee simple title to the Premises (subject to matters of record) and which, to the best of Landlord's knowledge, without further independent inquiry, is free of all leases, tenancies, agreements, encumbrances, liens, restrictions and defects in title affecting the rights granted Tenant in this Lease, and (ii) to the best of Landlord's knowledge, without further independent inquiry, there are no restrictive covenants, zoning or other ordinances or regulations applicable to the Premises which will prevent the Premises from being used as permitted in Article 5 above. To the best of Landlord's

Attachment B: Application/Site Plan/Floor Plan

knowledge, information and belief, without further independent inquiry, the Premises is free from Hazardous Materials in violation of applicable laws.

(b) Within ten (10) days after full execution of this Lease and delivery of a copy to Landlord, Landlord shall deliver to Tenant any and all existing environmental and/or remediation reports and geotechnical studies with respect to the Premises, and any title policies and surveys of the Premises prepared or issued within the last five (5) years which are in Landlord's possession.

26. ENVIRONMENTAL OBLIGATIONS. (a) To the best of Landlord's knowledge, information and belief, without any independent inquiry, the Premises, including but not limited to, the soil and groundwater on or under the Premises, are free from Hazardous Materials in violation of applicable environmental laws. Landlord shall comply with all applicable environmental laws, rules, regulations and ordinances (and to the satisfaction of the appropriate governmental authorities), with respect to the assessment and remediation of any Hazardous Materials (other than ACM, PACM, lead-based paint or mold) in violation of applicable laws as of the Rent Commencement Date (the "Landlord's Remedial Obligations"). Landlord shall not be responsible for the remediation of any Hazardous Materials introduced to the Premises by Tenant, its agents, contractors or employees.

(b) If Landlord shall, at any time after the execution of this Lease, be required to perform Landlord's Remedial Obligations as aforesaid, Landlord and Tenant shall enter into an agreement reasonably satisfactory to Landlord and Tenant containing the following terms and conditions and such other reasonable terms and conditions as the parties shall mutually agree (the "Access Agreement"):

(i) Tenant shall provide Landlord reasonable access to the Premises for the purpose of conducting Landlord's Remedial Obligations; provided that Landlord's Remedial Obligations shall be conducted by Landlord in a manner designed to minimize interference with any ongoing construction by Tenant and the operation of the store and its business;

(ii) Landlord shall undertake Landlord's Remedial Obligations, including, without limitation, any and all investigations, remediation and disposal of contaminated soil and/or groundwater (including any revealed during Tenant's construction) at Landlord's sole cost and expense and in accordance with all applicable federal, state and local laws, rules, regulations and ordinances;

(iii) Landlord shall properly repair any damage to and/or restore the Premises as a result of Landlord's Remedial Obligations;

(iv) indemnity by Landlord in connection with (i) Hazardous Materials and (ii) Landlord's Remedial Obligations;

(v) Landlord and its agents and contractors shall maintain insurance coverage(s) in commercially reasonable amounts which are consistent with the type of environmental work being performed by Landlord; and

(vi) all reports and studies issued in connection with the performance of Landlord's Remedial Obligations shall be addressed to, and may be relied upon by, both Landlord and Tenant.

Attachment B: Application/Site Plan/Floor Plan

(c) Intentionally omitted.

(d) Following the Initial Conditions Precedent Satisfaction Date, if Landlord shall fail to execute and deliver the Access Agreement or to perform or pay for its obligations (including the Landlord's Remedial Obligations) in accordance with this Article or the Access Agreement within twenty (20) days after Tenant's written notice (or with respect to the performance of Landlord's Remedial Obligations, such longer period of time as reasonably necessary so long as Landlord has promptly commenced the performance of Landlord's Remedial Obligations and thereafter diligently prosecutes same to completion), Tenant may, at its sole option, elect to either (i) perform or pay for such obligations as Landlord's agent, including executing manifests or reports and submissions to governmental authorities in Landlord's name, or (ii) terminate this Lease by notice to Landlord. If Tenant shall elect to perform or pay for such obligations, Tenant may withhold rent to the extent of the reasonable, out-of-pocket expense incurred by Tenant in performing or paying for such obligations. Tenant shall not be deemed thereby to be in breach of this Lease, and such right of withholding rent shall not be deemed the exclusive remedy of, nor an election of remedies by, Tenant.

(e) Subject to Landlord's obligations set forth in subsection (a) above, following Landlord's delivery of the Premises to Tenant, Tenant, at its sole and absolute option shall have the right to remove and dispose of any equipment, structures, septic systems, grease traps, materials, debris and residue relating to any prior use of the Premises.

(f) Intentionally omitted.

(g) Tenant, at its sole and absolute option, shall have the right to remove, as agent for Landlord, any and all asbestos-containing materials ("ACM") as defined by the U.S. Environmental Protection Agency and/or presumed asbestos-containing materials ("PACM") as defined by the Occupational Safety and Health Administration, mold and/or lead-based paint which may be present in or at the Premises. All such removal, transportation and disposal of ACM, PACM, mold and/or lead-based paint shall be in accordance with all federal, state and local laws, rules, regulations and ordinances and at Tenant's sole cost and expense. Landlord and Tenant agree to reasonably cooperate with each other in connection with such removal activity. Landlord further agrees that Tenant may prepare and sign such manifests, in Landlord's name, as necessary under local, state and federal law for the proper disposal of the ACM, PACM, mold and/or lead-based paint. Landlord shall reimburse Tenant up to Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) for the reasonable, out-of-pocket costs and expenses incurred by Tenant in connection with removing any ACM, PACM, mold and/or lead-based paint from the Premises.

(h) Notwithstanding anything to the contrary contained herein, if, during Tenant's due diligence activities conducted pursuant to Article 22 above, Tenant discovers any Hazardous Materials, environmental contamination or other environmental conditions which requires remediation in accordance with applicable laws and/or the requirements of governmental authorities (including, without limitation, any Landlord's Remedial Obligations), then Tenant may notify Landlord in writing of same (the "Environmental Notice"). Following receipt of the Environmental Notice, Landlord shall have the option to either (i) perform any and all remediation required by applicable laws and governmental authorities, or (ii) terminate this Lease upon written notice to Tenant. Within ten (10) business days after Tenant provides the Environmental Notice to Landlord, Landlord shall notify Tenant in writing whether Landlord elects the foregoing option (i) or option (ii). In the event that Landlord fails to respond to the Environmental Notice within ten (10) business

Attachment B:

Application/Site Plan/Floor Plan

Inverness Center
800 North Road
Boynton Beach, Florida 33435

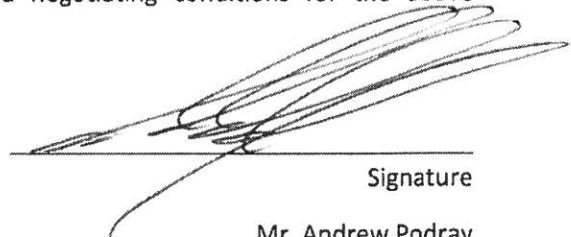
LETTER OF AUTHORIZATION

Date: 1/3/2017

RE: Proposed – 7-Eleven #38063
5590 West Oakland Park Blvd.
Lauderhill, Florida 33313

TO WHOM IT MAY CONCERN:

Please be advised by this correspondence that 7-Eleven, Gunster Law, Creighton Development, and Bowman Consulting are authorized to act as Agent/Applicant on behalf of Inverness Center LLC for the purpose of making application submittals for permits and negotiating conditions for the above referenced project.

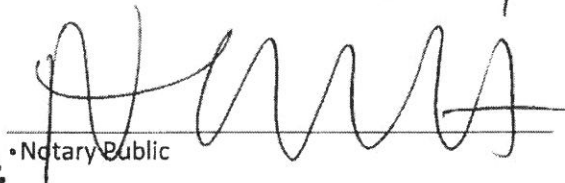


Signature

Mr. Andrew Podray
Inverness Center, LLC
800 North Road
Boynton Beach, FL 33435

STATE OF Florida
COUNTY OF Palm Beach

Sworn to and subscribed before me, the undersigned Notary Public, this 3 day of January
2017



Notary Public

Nikita Thorpe-McFarlane
Printed Name