

CONSENT AGENDA

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: Jan. 21, 2004

Agenda Item No. _____

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: _____ | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT: Minutes of Jan. 7, 2004 Commission Meeting

RECOMMENDED MOTION/ACTION: Approval with any need corrections modifications or deletions.

Approved by Town Manager _____ Date: _____

Originating Department: Town Clerk	Costs: \$ _____ Funding Source: _____ Acct. # _____	Attachments: _____ _____
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

Minutes

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: January 21, 2004

Agenda Item No. _____

- | | |
|--|---|
| <input checked="" type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> GENERAL APPROVAL OF ITEM |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: _____ | |

SUBJECT: Pride Integrated Services

RECOMMENDED MOTION/ACTION: To approve the Resolution for the issuance of an Occupational License under Section 13-6 Nonprofit Enterprise.

Approved by Town Manager _____ Date: _____

Originating Department: _____	Costs: \$ _____ Funding Source: _____ Acct.# _____	
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Department _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	Finance Director Approval: _____ _____	Attachments: Letter, Proof of Registration, Articles of Incorporation, Current IRS 501-C3, names, addresses and phone numbers of officers and director. Agenda Request Form from January 7, 2004.

Summary Explanation/Background: Pride Integrated Services has requested the issuance of an Occupational License pursuant to Section 13-6 of the Town of Lake Park Code Nonprofit Enterprises. Pride Integrated Services has been at their present location since June, 1999, and was processed under nonprofit. Upon reviewing Occupational Licenses, the Community Development Department determined that Pride Integrated Services had never taken the necessary steps to obtain an Occupational License under Section 13-6. On October 17, 2002, a letter was sent notifying Pride of the procedure that was necessary. They were

Sent a renewal notice for the year 2002-2003 in the amount of \$247.00 which was paid. A letter dated September 30, 2003, was received from Ms. Terry A. Bell of Pride Integrated Services., Inc., enclosing a check for the renewal of their Occupational License, and requesting the procedure Pride needed to follow to obtain an Occupational license under Section 13-6. The following documents has been received and reviewed by the Community Development Department.

1. Letter addressed to the Town Commission stating that the contemplated nonprofit enterprise will not have a detrimental impact on any for-profit business in Town.
2. Sales tax exemption.
3. Proof of Registration with the Division of Consumer's Affairs.
4. Names, addresses and phone numbers of the officers and director of the corporation.
5. Name, address and telephone number of the property owner.
6. Articles of Incorporation and documentation amending name change.
7. Current IRS 501-C3 decimation letter with current name Pride Integrated Services.

**Town of Lake Park Town Commission
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|---|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
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<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT: Pride Integrated Services

RECOMMENDED MOTION/ACTION: To approve the issuance of an Occupational License under Sec. 13-6 Nonprofit Enterprise.

Approved by Town Manager *J. Douglas Dyer* Date: 12/29/2003

Originating Department: _____	Costs: \$ _____ Funding Source: _____ Acct. # _____	
Department Review: <input checked="" type="checkbox"/> City Attorney <u><i>[Signature]</i></u> <input checked="" type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development <u><i>[Signature]</i></u>	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Department _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Town Clerk <u><i>[Signature]</i></u> <input checked="" type="checkbox"/> Town Manager <u><i>[Signature]</i></u>
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	Finance Director Approval: _____	Attachments: Letter, Proof of Registration, Articles of Incorporation, Current IRS 501-C3, names, addresses and phone numbers of officers and director..

Summary Explanation/Background: Pride Integrated Services has requested the issuance of an Occupational License pursuant to Section 13-6 of the Town of Lake Park Code Nonprofit Enterprises. Pride Integrates Services has been at their present location since June, 1999, and was processed under nonprofit. Upon reviewing Occupational Licenses, the Community Development Department determined that Pride Integrated Services had never taken the necessary steps to obtain an Occupational License under Section 13-6. On October 17, 2002, a letter was sent notifying Pride of the procedure that was necessary. They were

sent a renewal notice for the year 2002-2003 in the amount of \$247.00 which was paid. A letter dated September 30, 2003, was received from Ms. Terry A. Bell of Pride Integrated Services, Inc., enclosing a check for the renewal of their Occupational License, and requesting the procedure Pride needed to follow to obtain an Occupational License under Section 13-6. The following document has been received and reviewed by the Community Development Department:

1. Letter addressed to the Town Commissioners stating that the contemplated nonprofit enterprise will not have a detrimental impact on any for-profit business in the town.
2. Sales tax exemption.
3. Proof of Registration with the Division of Consumer's Affairs
4. Names, addresses and phone numbers of the officers and director of the corporation.
5. Name, address and telephone number of the property owner.
6. Articles of Incorporation and documentation amending name change.
7. Current IRS 501-C3 decimation letter with current name Pride Integrated Services.

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RESOLUTION NO. 04-01-04

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE ISSUANCE OF AN OCCUPATIONAL LICENSE PURSUANT TO CHAPTER 13, SECTION 13-6 OF THE TOWN CODE, WITHOUT PAYMENT OF AN OCCUPATIONAL LICENSE FEE FOR PRIDE INTEGRATED SERVICES, A NON-PROFIT ENTERPRISE LOCATED AT 524 NORTHLAKE BOULEVARD, LAKE PARK, FLORIDA FOR A AN ADMINISTRATIVE OFFICES AND A SCHOOL, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission, as the governing body of the Town of Lake Park, Florida, pursuant to the authority in Chapter 163 and Chapter 166, Florida Statutes, and the Town's Land Development Regulations, is authorized and empowered to consider petitions related to zoning and land development orders; and

WHEREAS, the Town of Lake Park received an application ("Application") from Pride Integrated Services, a non-profit organization ("Applicant"), pursuant to Chapter 13, Section 13-6 of the Town Code, for the issuance of an occupational license for administrative offices and a school, without the payment of an occupational license fee; and

WHEREAS, Chapter 13, Section 13-6 of the Town Code provides that the Town Commission may authorize the issuance of a license without the payment of any occupational license fee, to any person or organization for the conduct or operation of a non-profit enterprise, either regularly or temporarily, when it finds that the applicant operates, without private profit, for a religious, charitable or scientific purpose; and

WHEREAS, the Applicant has provided the Town with the required documentation pursuant to Section 13-6.b(1-5) of the Town Code demonstrating its non-profit status; and

WHEREAS, the Town Commission has considered the evidence presented to it by the Town Staff, the Applicant, regarding the Application's compliance with the Town Code; and

WHEREAS, the Town Commission has determined that the Application complies with requirements of Chapter 13, Section 13-6 of the Town Code and that the Applicant is entitled to receive an occupational license without charge; and

NOW THEREFORE, be it ordained by the Town Commission of the Town of Lake Park;

Section 1: The whereas clauses are incorporated herein as true and correct findings of fact and conclusions of law of the Town Commission.

Section 2. The Town Commission hereby authorizes the issuance of an occupational license for administrative offices and a school to Pride Integrated Services, a not-for-profit enterprise, without payment of any occupational license fees.

1 **Section 3.** This Resolution shall become effective immediately upon adoption.

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5 (This space has been intentionally left blank.)

1 The foregoing RESOLUTION was offered by Commissioner _____, who moved its approval.
2 The motion was seconded by Commissioner _____, and being put to a vote, the result was
3 as follows:

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AYE NAY

- MAYOR PAUL CASTRO
- VICE MAYOR CHUCK BALIUS
- COMMISSIONER PAUL GARRETSON
- COMMISSIONER JEANINE LONGTIN
- COMMISSIONER BILL OTTERSON

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The Mayor thereupon declared Resolution No. 04-01-04 duly passed and adopted this 21st day of
January, 2004

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TOWN OF LAKE PARK, FLORIDA

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BY: _____
Mayor Paul Castro

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ATTEST:

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Approved as to form and legal sufficiency

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Carol Simpkins
Town Clerk

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Thomas J. Baird, Town Attorney
(Town Seal)



Calvin, Giordano & Associates, Inc.
Engineers • Surveyors • Planners

560 Village Boulevard, Suite 340
West Palm Beach, Florida 33409
Phone: 561 684 6161 Fax: 561 684 6360

Memorandum

DATE: 12/29/03
TO: Major Paul Castro and Town Commissioners
FROM: Tresa A. Fitzner, Calvin, Giordano & Associates
SUBJECT: Pride Integrated Services
PROJECT:
CC: Douglas Drymon, Town Manager
Jamie A. Gentile

The purpose of this memo is to provide the Town of Lake Park's Town Commission a brief summary and outline of the information that will be presented at the Town Commission meeting on January 7, 2004 hearing. Pride Integrated Services has requested a fee exemption for the issuance of an Occupational License pursuant to Section 13.6 of the Town of Lake Park's Code- Nonprofit Enterprises. Pride Integrated has been at their present location since June 1999, and was previously processed under nonprofit status. Upon reviewing Occupational Licenses, the Community Development Department determined that Pride Integrated Services had never taken the necessary steps to obtain the fee exemption.

On October 17, 2002, a letter was sent notifying Pride Integrated Services of the procedure that was necessary for exemption of the occupational fee. They were sent a renewal notice for the year 2002-2003 in the amount of \$247.00, which was paid. A letter dated September 30, 2003, was received from Ms. Terry A. Bell of Pride Integrated Services, Inc., enclosing a check for the renewal of their Occupational License, and requesting the procedure that Pride Integrated Services needed to follow in order to obtain an Occupational License fee exemption. The following documents have been received and reviewed by the Community Development Department:

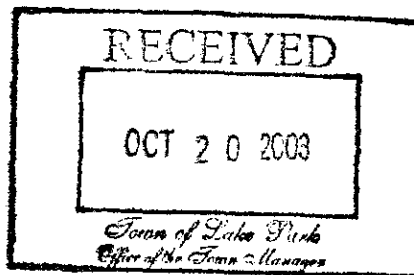
1. Letter addressed to the Town Commissioners stating that the contemplated nonprofit enterprise will not have a detrimental impact on any for-profit business in the town.
2. Sales tax exemption.
3. Proof of Registration with the Division of Consumer's Affairs.
4. Names, addresses and phone numbers of the officers and director of the corporation.
5. Name, address and telephone number of the property owner.
6. Articles of Incorporation and documentation amending name change.
7. Current IRS 501-C3 decimation letter with current name Pride Integrated Services, Inc.

In addition to this memo staff has also included copies of these documents for your review. Staff is recommending an approval of this request. Should you have any questions or concerns with this information please contact me at 561-684-6161.

Pride Integrated Services, Inc.

1310 N. Congress Avenue, Suite 200 • West Palm Beach, FL 33409 (561) 684-2370 • Fax (361) 684-0069

October 16, 2003



Town Commissioner
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

RE: Consideration for Non-Profit Enterprise Status

Please accept this letter as our request to be considered for the above, pursuant to Sec. 13-6. Non-Profit Enterprises of The Town of Lake Park code.

Enclosed you will find proof of the following:

- ◆ Sales tax exemption.
- ◆ Names, addresses, and telephone numbers of the officers, and director.
- ◆ Name, address, and telephone number of the property owner.

Our organization does not solicit charitable contributions, thus number two (2) of letter (b) of the code is not applicable.

Our organization does not engage in fund-raising projects, thus letter (d) is also not applicable.

To our knowledge there is no other program in Lake Park, which provides similar services, thus letter (b) number five (5) is not applicable. We also wish to provide the enclosed brochure, which better reflects the scope of our services.

We appreciate your consideration to our request, and expect to hear from you in the near future.

Sincerely,

Terry A. Bell



Supervising People, Not Cases

www.aboutpride.org

Pride Integrated Services, Inc.
524 Northlake Boulevard
Lake Park, FL 33408-5416

Names, addresses, and telephone numbers of the officers, and director:

Mrs. Maureen F. Brickous, C.E.O.
1310 N. Congress Avenue, Suite 200
West Palm Beach, FL 33409
561-684-2370

Mr. John Potter, C.F.O.
1310 N. Congress Avenue, Suite 200
West Palm Beach, FL 33409
561-684-2370

Mrs. Shelby King, Director
524 Northlake Boulevard
Lake Park, FL 33408-5416
561-841-3042

Name, address, and telephone number of the property owner:

Penny Change, L.L.C.
C/O Mimi Stein, P.A.
1764 N. Congress Avenue, St. 200
West Palm Beach, FL 33409



Consumer's Certificate of Exemption

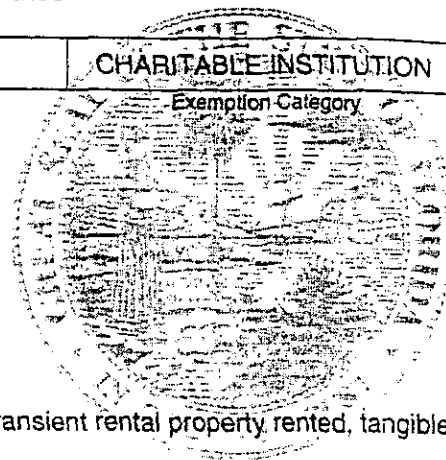
DR-14
R. 01/02

Issued Pursuant to Chapter 212, Florida Statutes

85-8012626542C-1 <small>Certificate Number</small>	06/04/1999 <small>Effective Date</small>	06/30/2004 <small>Expiration Date</small>	CHARITABLE INSTITUTION <small>Exemption Category</small>
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This certifies that

PRIDE INTEGRATED SERVICES INC
1310 N CONGRESS AVE # 200
WEST PALM BEACH FL 33409-6306



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/02

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.039, Florida Administrative Code (FAC).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is 5050 West Tennessee Street, Tallahassee, FL 32399-0100.

**Internal Revenue Service
District Director**

Department of the Treasury

**P. O. Box 2508
Cincinnati, OH 45201**

Date: November 2, 1999

Person to Contact:

**Stephanie Broach-Camp 31-04022
Customer Service Representative**

**Pride Integrated Services, Inc.
2711 Exchange Court
West Palm Beach, FL 33409-4017**

Telephone Number:

877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

23-7098114

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in April 1971 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(2).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Pride Integrated Services, Inc.
23-7098114

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

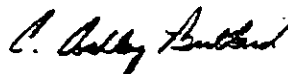
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,



C. Ashley Bullard
District Director

Department of the Treasury

District Director
Internal Revenue Service

Date: MAY 3 1971

In reply refer to:

411-1-3:DAH



Pride Halfway House, Inc.
Room 111, County Courthouse
West Palm Beach, Florida 33401

Purpose: Charitable

Accounting Period Ending: December 31

Gentlemen:

Based on information supplied, and assuming your operations will be as stated in your exemption application, we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Any change in your purposes, character, or method of operation must be reported to us so we may consider the effect of the change on your exempt status. You must also report any change in your name and address.

Pending issuance of regulations under section 509 of the Code, we are unable to make a determination as to whether you are a private foundation as defined in that section. Upon issuance of the regulations we will evaluate your application, make a determination as to your status under section 509 of the Code, and notify you of our decision.

If upon issuance of the regulations we determine that you are a private foundation, you will be required to comply with the provisions of section 508(e), which specifies that a private foundation is not exempt unless its governing instrument includes certain provisions set forth in that section and the regulations thereunder. Failure to comply with the requirements of section 508(e) will result in retroactive revocation of this determination.

Every organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code, which is required to file a return under section 6033 of the Internal Revenue Code, shall file its annual return on Form 990. Please refer to the instructions accompanying the Form 990 for each year to determine whether or not you are required to file. If filing is required, you must file the Form 990 by the 15th day of the fifth month after the end of your annual accounting period.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are an unrelated trade or business as defined in section 513 of the Code.

You are not liable for Federal Unemployment taxes. You are liable for Social Security taxes only if you have filed waiver of exemption certificates as provided in the Federal Insurance Contributions Act.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to you or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106, and 2522 of the Code.

Every exempt organization is required to have an Employer Identification Number, regardless of whether it has any employees. This number should be entered in the designated space on all Federal returns which should be filed with the Mid-Atlantic Service Center in Philadelphia, Pennsylvania, and referred to on all correspondence which should be addressed to the District Director in Atlanta, Georgia. If you do not have such a number, our Service Center will assign one to you in the near future and notify you of the number assigned.

This is a determination letter.

Sincerely yours,

John W. Henderson

John W. Henderson
District Director
Acting

Date: 11/3/93

Person to Contact:

T. WHEELER TBR
Telephone Number(s):
1(800)829-1040

Name and Current Address

PRIDE INTEGRATED SERVICES INC
2715 AUSTRALIAN AV STE 105
WEST PALM BEACH, FL 33407-4526-150

Employer Identification Number 23-7098114	Form Number —	Tax Period —
Phone Number/Best Time to Call Work () — Home () —	Authorized Contact TINA BECKER	Title: ADMINISTRATIVE ASSISTANT

Dear Taxpayer:

In reply to your inquiry of 10/27/93 regarding A NAME CHANGE, please see the box checked below:

- 1. The deposit of _____, dated _____, was credited to Form _____, for the period ending _____.
- 2. A penalty was assessed because the deposit(s) was/were not timely made. The deposit dated _____ in the amount of _____ should have been made on or before _____.
- 3. A penalty was assessed because we were unable to verify your liability against your deposits. Please provide a record of your tax liability for each eighth-monthly period during which you had a payday. This record may be done by completing Form 4977, or a facsimile thereof, and return it in the envelope for further penalty abatement consideration.
- 4. A penalty was assessed because the tax return was not timely filed. The return was due _____; we received the return on _____. If you believe that the penalty should not be assessed, please write a letter stating the reason for late filing to enable us to reconsider the penalty. A return envelope is enclosed for your convenience.
- 5. An error was made on your tax return when the taxable Social Security was computed.
- 6. An error was made on your tax return when the taxable wages were computed.
- 7. The payments to the state which you claimed on Form 940 do not agree with the information furnished to us by that state. Please contact the Bureau of Employment Services (Unemployment Compensation) for recertification of your payments.

(over)

- 8. Form _____ for the period ending _____, filed on _____ is being processed. The refund should be released within _____ weeks. If you do not receive the refund within _____ weeks, please contact our office again.
- 9. We do not have a record of Form _____. If the return was filed more than _____ weeks ago, please file again. The return should be marked "Duplicate" in the upper right corner and mailed to the Internal Revenue Service Center, _____.
- 10. We do not have a record of an Employer Identification Number assigned for _____. If you filed Form SS-4, Application for Employer Identification Number, more than _____ weeks ago, please complete the enclosed Form SS-4. An envelope is enclosed for your convenience.
- 11. Our records indicate the Employer Identification Number assigned to _____ is _____.
- 12. You should contact your Internal Revenue Service Center regarding the multiple employer identification numbers. Please address your correspondence to _____.

Attn: Entity Control.

13. WE HAVE CHANGED YOUR NAME TO "PRIDE INTEGRATED SERVICES INC AS REQUESTED."

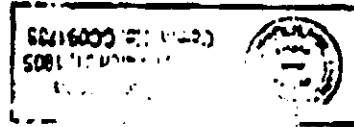
If you have any additional questions concerning this matter, please call our office at the telephone number above, or, if writing to us, please enclose a copy of this letter with your telephone number and best time to call. If your inquiry has been resolved since you contacted us, please disregard this letter.

Sincerely,

Taxpayer Service Division

Enclosure(s)

- Form _____
- Envelope



1

My Commission Expires:

State of Florida
Notary Public
L. J. CONSIDINE
AND SHERID

William L. ...

WITNESS my hand and official seal this 25th day of April, 1993, in the County and State first written above.

Before me personally appeared, the undersigned authority, RICHARD JOMANDY, known to me the President of PRIDE RAILWAY HOUSE, INC., and STEPHEN M. KOONS, known to me as secretary of PRIDE RAILWAY HOUSE, INC., and they acknowledged to me that they executed the foregoing instrument, an amendment to the Articles of Incorporation of PRIDE RAILWAY HOUSE, INC., for the purposes and uses therein expressed.

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Secretary
[Signature]
President
[Signature]
PRIDE INTEGRATED SERVICES, INC.

PRIDE RAILWAY HOUSE, INC., be and hereby amended to change its name to

BE IT RESOLVED that the certificate of incorporation of PRIDE

PRIDE RAILWAY HOUSE, INC.

them to the members and approved unanimously by the members of

incorporation was approved by the Board of Directors, proposed by

PRIDE RAILWAY HOUSE, INC., the following amendment to the Articles of

At a specifically called meeting of the members of PRIDE

MEMORANDUM TO ARTICLES OF INCORPORATION
OF
PRIDE RAILWAY HOUSE, INC.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
93 MAY 10 PM 11:09

STANDARD RETAIL SPACE LEASE

THIS LEASE is made and entered into as of the 4TH day of APRIL, 1999, by and between ALPHONE & MARIE G. BRUNO ("Landlord"), and PRIDE INTEGRATED SERVICES, INC., A Florida Corporation ("Tenant").

I DEFINED TERMS

Section 1.1 Defined Terms

A. **PREMISES:** Store No(s).2, as identified on the Site Plan annexed hereto as Exhibit A and made a part hereof, which are deemed for all purposes hereunder to contain approximately 3026 square feet, whose street address is 524 NORTHLAKE BLVD., LAKE PARK, FLORIDA 33408 (the "Premises").

B. **TERM:** The term shall be for a period of FIVE (5) years, commencing JULY 1, 1999, and expiring JUNE 30, 2004 (the "Term"). Provided Tenant is not then in default in fulfilling any of the terms, covenants and conditions of this Lease, and provided further that Tenant gives written notice to Landlord of Tenant's action to renew this Lease by certified mail, return receipt requested, no later than three(3) months before the expiration of the then applicable term of this Lease, Tenant shall have the option to renew this Lease for ONE (1) additional consecutive term(s) of FIVE (5) years upon the same terms, covenants and conditions of the Lease, except with respect to Rent, which shall be adjusted as provided in Section 1.1(C) of the Lease.

C. **RENT:** Annual Rent shall equal the following:

- (1) First Year of Term: \$ 3,782.50 per month.
- (2) Second Year of Term: \$ 3,933.80 per month.
- (3) Third Year of Term: \$ 4,091.15 per month.
- (4) Fourth Year of Term: \$ 4,254.80 per month.
- (5) Fifth Year of Term: \$ 4,425.00 per month.
- (6) Sixth Year of Term: \$ 4,225.00 per month.

Effective YEAR 7 and each YEAR thereafter until the expiration of the Lease Option Period Rent payable under the Lease shall be adjusted upward by an amount equal to four per cent (4%) of the prior year's Rent (i.e., a fixed amount of 4%).

D. **USE:** GENERAL OFFICE SPACE & DRIVING SCHOOL.

E. **OPERATING UNDER FOLLOWING BUSINESS NAME:** PRIDE INTEGRATED SERVICES, INC.

F. **SECURITY DEPOSIT:** \$ 4,000.00.

G. **NOTICE ADDRESS:**

TO LANDLORD: Al Bruno
1230 N. Lake Way
Palm Beach, Fl 33480

TO TENANT: Pride Integrated Services
2711 Exchange Court
W.P.B., Fl 33409

H. **BROKER:** FLORIDA EXECUTIVE REALTY MANAGEMENT CORP.

Section 1.2 Shopping Center, Premises and Term. Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the Premises for the Term. Any access by Tenant to the Premises prior to the commencement of the Term shall be upon all of the terms, covenants and conditions of this Lease, including, but not limited to, the payment of rent and other charges.

Section 1.3 Estoppel Certificates. When requested by Landlord, Tenant shall promptly and without cost to Landlord execute, acknowledge and deliver to any person designated by Landlord a written estoppel certificate with respect to the Premises in form and substance prepared by Landlord and will be approved in form by Tenant's counsel.

Section 1.4 Quiet Enjoyment. Tenant, upon paying the rents herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed, shall peaceably and quietly have, hold, and enjoy the Premises during the Term, without interference of any person or entity claiming by, through or under Landlord, subject, nevertheless, to the terms of this Lease and to any mortgages, agreements and other encumbrances to which this Lease is currently subordinated.

II RENT AND OTHER CHARGES

Section 2.1 Rent. Tenant shall pay to Landlord without previous demand therefor and without any setoff or deduction whatsoever, the Rent in equal monthly installments, in advance, on the first day of each and every calendar month throughout the Term, except that the first full installment of Rent shall be paid upon the execution of this Lease and, if the Term commences on a date other than the first day of a month, Tenant shall pay Landlord a pro-rata portion of such Rent, calculated on a thirty (30) day calendar month, upon the execution of this Lease.

Section 2.2 Sales Taxes. Tenant shall pay to Landlord each month, together with Tenant's monthly installment of Rent, a sum equal to all taxes and other governmental impositions assessed upon the consideration to be received by Landlord for this Lease, including, but not limited to, sales taxes.

Section 2.3 Utilities. Tenant shall pay promptly, as and when the same become due and payable, all utilities which are separately metered or billed to the Premises, including, but not limited to, water and sewer, electricity and telephone charges. Landlord shall have no liability to Tenant for the quality, quantity, failure or disruption of any utility service, and in no event shall such disruption constitute constructive eviction or entitle Tenant to an abatement of rent or other charges. Tenant shall provide and pay for Tenant's own garbage container to be located at the rear of the Premises, in a location designated by Landlord for that purposes.

III COMMON AREAS; USE OF PREMISES

Section 4.1 Common Areas. All common areas and other common facilities of the Shopping Center (the "common areas") shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord the right to make such changes to the common areas as Landlord shall deem desirable. Landlord hereby expressly reserves the right, from time to time, to construct, maintain and operate lighting and other facilities, equipment and signs on all of the common areas to police the same; to close temporarily all or any portion of the common areas for the purpose of making repairs or changes; to establish, modify and enforce rules and regulations with respect to the common areas and the use to be made thereof, and to grant individual tenants the right to conduct sales in the common areas. If the common areas are changed, Landlord shall not be subject to any liability therefor, nor shall Tenant be entitled to any compensation or diminution or abatement of rent (or other charges), nor shall such change be deemed a constructive or actual eviction. Landlord reserves the right to grant to third persons the non-exclusive right to cross over and use in common with Landlord and all tenants of the Shopping Center the common areas.

Section 4.2 Use of Premises. Tenant agrees to use the Premises only for the permitted uses expressly set forth herein and for no other purpose. Tenant covenants that, during the Term, no part of the Premises or improvements thereon shall be used in any manner whatsoever for any purposes in violation of the laws, ordinances, regulations, or orders of the United States, or of the State, County, and/or City or other applicable governmental subdivisions where the Premises are located. Tenant shall comply with all such laws, ordinances, regulations and order now in effect or hereafter enacted or passed during the Term insofar as the Premises and any signs of the Tenant are concerned including, but not limited to, zoning ordinances, building codes and fire codes, and shall make at Tenant's own cost and expense, all additions and alterations to the Premises order or required by such authorities. Tenant agrees to comply with all of

the rules and regulations of the Fire Insurance Rating Organization having jurisdiction over the Premises.

Section 4.3 Additional Covenants of Tenant. Tenant's use of the Premises and the common areas shall be subject at all times during the Term to those rules and regulations adopted by Landlord, not in conflict with any of the express provisions hereof, governing the use of the common areas, signs, exteriors of buildings, lighting and other matters affecting other tenants in and the general management and appearance of the Shopping Center. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord. The present rules and regulations applicable to the Shopping Center are attached hereto and made a part hereof as Exhibit "B".

Section 4.4 Signs, Awnings, and Canopies. Landlord may erect and maintain such signs, awnings and canopies as it, in its sole discretion, may deem appropriate in the Shopping Center. Tenant may erect and maintain only such signs as Landlord may approve. Tenant shall submit to Landlord detailed drawings of its signs for review and approval by Landlord prior to erecting said signs on the Premises. Without limiting the generality of the foregoing, all of Tenant's signs shall comply with Landlord's sign criteria. Tenant shall keep insured and maintain such signs in good condition, repair and operating order (including, but not limited to, replacing any lights as needed) at all times. If any damage is done to Tenant's signs, Tenant shall commence to repair same within five (5) days or Landlord may, at its option, repair same at Tenant's expense.

IV. INSURANCE REQUIRED OF TENANT

Section 5.1 Insurance Required of Tenant. Tenant shall maintain, at Tenant's sole cost and expense, with a reputable and highly rated insurance company or companies licensed in Florida and reasonably acceptable to Landlord, (i) property insurance covering the Premises and each and every component thereof, and all the equipment and tangible personal property of Tenant, for an amount not less than its full insurable value on a replacement cost basis, with extended and broad form coverages, naming Landlord as an additional insured, and (ii) general comprehensive liability insurance, naming both Tenant and Landlord as insureds, with initial limits of not less than One Million Dollars (\$1,000,000.00) as to personal injury or death, and One Hundred Thousand Dollars (\$100,000.00) with respect to property damage. Evidence of such insurance shall be provided to Landlord by Tenant on or before the earlier of the commencement of the Term or Tenant's entering the Premises for any purpose and shall be kept in force at all times thereafter.

Before undertaking any alteration, additions, improvements or construction, Tenant shall obtain at its expense a "builder's risk" insurance policy insuring Tenant and Landlord against any liability which may arise on account of such proposed alterations, additions, improvements, or construction on an occurrence basis with the minimum limits set forth herein.

V. REPAIRS AND MAINTENANCE

Section 6.1 Repairs by Landlord. Within a reasonable period of time after receipt of written notice from Tenant, Landlord shall make necessary structural repairs to the exterior walls (excluding windows, doors, plate glass, store fronts and signs); necessary repairs to the roof, foundations and load bearing items; plumbing, pipes and conduits located outside the Premises and/or in the common areas; and necessary repairs to sidewalks, parking areas and curbs. Landlord shall also keep in repair the air conditioning machinery and equipment, ~~so long as Tenant maintains a service contract.~~ Landlord shall not be required to make any repairs substantially caused by the negligence of Tenant, or their respective employees, agents, contractors, or by fire or other casualty or condemnation. [Handwritten initials]

Section 6.2 Repairs and Maintenance by Tenant. Tenant shall make and pay for all repairs to the Premises and all equipment and systems serving the Premises and shall replace all things which are necessary to keep the same in good state of repair and operating order, such as (but not limited to) all fixtures, furnishings, lighting and store signs of Tenant. Without limiting the generality of the foregoing, Tenant shall maintain, replace and keep in good repair and operating order all air-conditioning, ventilating, plumbing, heating and electrical installations, ceilings, inside walls and carpeting and floor surfaces serving the Premises and all exterior entrances, glass and show-windows, partitions, doors, floor surfaces, fixtures,

equipment and appurtenances thereof in good order, condition and repair, and in a reasonably satisfactory condition of cleanliness, including reasonably periodic painting of the Premises, and Tenant shall make such other necessary repairs in and to the Premises not specified above as being the responsibility of Landlord.

If (i) after reasonable notice from Landlord, Tenant does not effect the foregoing repairs properly as required hereunder and to the reasonable satisfaction of Landlord, or (ii) Landlord, in the exercise of its sole discretion, determines that emergency repairs are necessary, or (iii) repairs or replacements to the Shopping Center and/or common areas or to the Premises are made necessary by negligence of Tenant, its agents, employees, then in any of such events, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures or other property or to Tenant's business by reason thereof, except for the losses caused by Landlord's negligence, and upon completion thereof, Tenant shall pay Landlord's costs for making such repairs, upon presentation of a bill therefor.

Section 6.3 Inspection. Landlord and its representatives shall have the right to enter the Premises at any time during normal business hours (and during other hours if an emergency situation should exist, as determined by Landlord), and from time to time (with or without giving notice), during the Term, for the purpose of conducting inspections therein.

VI ADDITONS AND ALTERATIONS

Section 7.1 Additions and Alterations. Tenant shall make no changes, alteration or improvements without Landlord's prior written consent. After receipt of such consent, but prior to commencement of any such work, Tenant shall obtain Landlord's prior written approval of the plans and specifications therefor and shall cause Landlord's bonding, insurance and contractor requirements to be satisfied. Any work done by Tenant under the provisions of this Section shall not interfere with the use by the other tenants of their premises in the Shopping Center. The interest of Landlord shall not be subject to liens for improvements to the Premises made by or on behalf of or at the direction of Tenant.

VII DAMAGE, DESTRUCTION OR CONDEMNATION OF THE PREMISES

Section 8.1 Damage or Destruction.

(a) If all or any part of the Premises shall be damaged or destroyed by fire or other casualty insured under the standard fire insurance policy with approved standard extended coverage endorsement applicable to the Premises, Landlord shall, except as otherwise provided herein, repair and/or rebuild the same with reasonable diligence, but Landlord's obligation hereunder shall be limited to the restoration of the Premises to their condition as of the date destruction, reasonable wear and tear excepted. Nothing hereinabove contained shall impose upon Landlord any liability or responsibility to repair, rebuild or replace any property belonging to Tenant. Even if the Premises shall become untenable for a period not to exceed ninety (90) days as a result of such damage or destruction, the Rent and other sums payable hereunder shall not abate (it being intended that Tenant obtain rent and/or business interruption insurance to cover such risk). Unless this Lease is terminated by Landlord, as hereinafter provided, Tenant shall repair, redecorate and refixture the Premises and restock the contents thereof in a manner and to at least a condition equal to that existing prior to its destruction or casualty, and the proceeds of all insurance carried by Tenant on its personal property, decorations, trade fixtures, furnishings, equipment and contents in the Premises shall be held in trust for such purpose.

(b) Notwithstanding anything else to the contrary in this Section or elsewhere in this Lease. In the event the premises are untenable in excess of ninety (90) days, rent shall abate for such time. Landlord, at its sole option, may terminate this Lease on ninety (90) days written notice to Tenant given at any time after the occurrence of any of the following:

1. The Premises and/or the Shopping Center shall be damaged or destroyed as a result of an occurrence which is not covered by Landlord's insurance and/or sufficient proceeds are not made available to Landlord to cause reconstruction in full; or
2. The Premises and/or the Shopping Center shall be damaged or destroyed and the

cost to repair the same shall amount to more than twenty-five (25%) percent of the cost of replacement thereof, or

3. The Shopping Center or common areas of the Shopping Center are damaged (whether or not the Premises are damaged) to such an extent that, in the judgment of Landlord, the Shopping Center cannot be operated as an economically viable unit.

(c) Except to the extent specifically provided for in this Lease, none of the Rent and other sums payable by Tenant, nor any of Tenant's other obligations under any provisions of this Lease, shall be affected by any damage to or destruction of the Premises by any cause whatsoever and Tenant hereby specifically waives all other rights it might otherwise have at law and in equity which are inconsistent herewith.

(d) The term "cost of replacement" as used above shall be determined by the company or companies insuring Landlord against the casualty in question, or if there shall be no insurance, then by Landlord's architect.

(e) Tenant shall give to Landlord prompt written notice of any damage to or destruction of any portion of the Premises resulting from fire or other casualty.

Section 8.2 Condemnation. If the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, or conveyance shall be made in lieu thereof, this Lease shall terminate and expire as of the date of such taking, and the parties shall thereupon be released from all liability hereunder which accrues after the date of such taking.

In the event a portion of the Premises is appropriated or taken, the Premises shall be deemed reduced by the portion of space appropriated or taken, effective as of the date title thereto vests in the applicable authority, and, as of such date, the Rent payable hereunder shall be proportionately reduced. If requested by Landlord, Tenant shall execute such document(s) as Landlord may prepare to confirm the foregoing reductions in the Premises and the Rent.

All compensation awarded or paid upon such a total or partial taking of the Premises shall belong to and be the property of Landlord without any participation whatsoever by Tenant. Tenant shall take no acts which will in any way diminish Landlord's recovery. Tenant shall have the right, however, to pursue and independent action for business interruption damages as long as same shall not diminish or adversely affect Landlord's claims, in Landlord's sole judgment.

VIII SUBORDINATION

Section 9.1 Subordination. Landlord and Tenant agree that this Lease, automatically and without the necessity of any further documentation, is and shall be subject and subordinate at all times to all mortgages (in any amounts and all advances thereon) which may now or hereafter affect the real property of which the Premises form a part, and to all renewals, modifications, consolidations, participations, replacements and extensions hereof. In confirmation of the foregoing, Tenant shall promptly upon request therefor by Landlord, and without charge therefor, execute such certifications and/or other documents as Landlord may require.

IX DEFAULT

Section 10.1 Default. Tenant shall be in default hereunder if (a) Tenant fails to pay within ten (10) days of when due, any Rent and any other sums due under this Lease or any other sums required to be paid by Tenant under this Lease; or (b) Tenant fails to observe and perform any of the other terms, covenants and conditions of this Lease and such default shall continue for more than fifteen (15) days after written notice from Landlord to Tenant. Landlord shall have all remedies available to Landlord at law and in equity in the event of Tenant's default under this Lease, which remedies are cumulative and not mutually exclusive, including, but not limited to, the right of acceleration.

In the event of such default, Landlord may recover from Tenant damages computed in accordance with the following formula, in addition to its other remedies: (a) any unpaid Rent and other sums due

under this Lease which have been earned at the time of such default or termination; plus (b) the unpaid Rent and other sums due under this Lease for the balance of the Term after the time of default, plus (c) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligation under this Lease or which in the ordinary course of things would be likely to result therefrom, including, without limitation, the cost of repairing the Leased Premises, brokerage fees, and attorney's fees and cost; plus (d) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Florida; plus (e) interest thereon at twelve percent (12%) per annum. In no event shall Tenant be liable for types of damage or loss which have not been determined by courts of this state to be legal damages.

If at any time during the Term there shall be filed by or against Tenant or any successor tenant then in possession or any guarantor of either under this Lease, in any court pursuant to any statute either of the United States or of any state, a petition (i) in bankruptcy, (ii) alleging insolvency, (iii) for reorganization, (iv) for the appointment of a receiver, (v) for an arrangement under any federal or state bankruptcy code, or (vi) for any similar creditor's rights, Tenant shall be in immediate default hereunder without the necessity of any notice being given, and thereupon Tenant shall immediately quit and surrender the Premises to Landlord, but Tenant shall continue to be liable for the payment of rent and all other sums due hereunder. The duly-appointed trustee in bankruptcy of the debtor (the "Trustee") may assume this Lease only after he undertakes the following: (a) cures any default, or provides adequate assurance that he will promptly cure such default; (b) compensates or provides adequate assurance that he will promptly compensate Landlord for any actual pecuniary loss resulting from such default; and (c) provides adequate assurance of future performance. Adequate assurance of future performance includes, but is not limited to, adequate assurance (1) of the source of rent and other considerations due under the Lease; (2) that assumption or assignment of the Lease will not breach any provisions, including, but not limited to, use or exclusivity provisions in any other lease, financing agreement, or master agreement relating to the Shopping Center of which the Premises are a part. To assign the Lease, the Trustee must first assume the Lease in accordance with the bankruptcy code and provide adequate assurance of future performance by the assignee, and must not be in default of any of the terms hereunder.

The failure of Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained except as may be expressly waived in writing.

The maintenance of any action or proceeding to recover possession of the Premises, or any installment or installments of rent or any other moneys that may be due or become due from Tenant to Landlord, shall not preclude Landlord from thereafter instituting and maintaining subsequent actions or proceedings for the recovery of possession of the Premises or of any other moneys that may be due or become due from Tenant. Any entry, re-entry or termination by Landlord shall not be deemed to absolve or discharge Tenant from liability hereunder.

Section 10.2 Landlord's Default; Inability to Perform. In the event Landlord shall be in default hereunder in any respect, such default shall not give rise to any rights or remedies in Tenant unless and until such default shall continue for more than ten (10) days after Landlord's actual receipt of written notice thereof from Tenant (or, as to defaults not susceptible of being cured within such 10-day period, Landlord fails to commence the cure thereof within such period and thereafter diligently prosecute the same to completion). Further, if Landlord is delayed or prevented from performing any of its obligations under this Lease by reason of strike or labor troubles or any cause whatsoever beyond Landlord's control, the period of such delay or such prevention shall be deemed added to the time provided for the performance of any such obligation by Landlord. In the event of a substantial and material default by Landlord which remains uncured for thirty (30) days after receipt of written notice of said default by Landlord, in addition to all other remedies available to it, Tenant may terminate this Lease and receive a full refund of its security deposit.

Section 10.3 Attorney's Fees and Costs. In the event of any arbitration or litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in the arbitration and at both trial and appellate levels.

X.
OTHER PROVISIONS

Section 11.1 Definition and Liability of Landlord. The term "Landlord" as used in this Lease means only the owner or mortgagee in possession for the time being of the Shopping Center (or the managing agent of any such owner or mortgagee) so that in the event of the sale of the Shopping Center or an assignment of this Lease, or a demise of the Shopping Center, Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord subsequently accruing.

It is specifically understood and agreed that neither Landlord nor Tenant shall have personal liability in respect to any of the covenants, conditions or provisions of this Lease. In the event of a breach or default by Landlord of any of its obligations under Lease or if Landlord shall otherwise be liable to Tenant for any reason whatsoever, Tenant shall look solely to the interest of Landlord in the Premises for the satisfaction of Tenant's remedies.

Section 11.2 Security Deposit. Tenant has deposited with Landlord as security for the performance by Tenant of the terms of this Lease the sum hereinabove set forth. Such sum shall be held by Landlord free of trust, and may be co-mingled with other (including Landlord's own) funds and Tenant shall not be entitled to receive the interest earned thereon, if any. Landlord may use or apply on Tenant's behalf or retain (without liability for interest) during the Term the whole or any part of the security so deposited to the extent required for the payment of any rent or other sums as to which Tenant may be in default hereunder or for any sums which Landlord may expend by reason of Tenant's default in respect of any of the terms of this Lease, including but not limited to any deficiency or damage incurred in reletting the Premises. Provided Tenant shall comply with all the terms of this Lease, such security shall be returned to Tenant upon termination of this Lease and after surrender of possession of the Premises to Landlord. In the event of a sale of the Shopping Center or assignment of this Lease by Landlord, Landlord shall have the right to transfer the security to its vendee or assignee, subject to Tenant's aforesaid rights upon termination, and thereupon Landlord shall be released from any liability with respect to the return of such security to Tenant, such vendee or assigned to be solely responsible to Tenant therefor. Tenant shall not assign or encumber its interest in the security deposit, and neither Landlord nor its successors and assigns shall be bound by any attempted assignment or encumbrance thereof.

Section 11.3 Indemnity. Tenant agrees to indemnify and save Landlord harmless from and against any and all claims and demands for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising directly, out of the business conducted in or the use and/or occupancy of the Premises or any part thereof, or arising directly, from any act or omission of Tenant or agents, employees, contractors and from and against any and all cost, expense and liabilities incurred in connection with any such claims and/or proceedings brought thereon. The comprehensive general liability coverage maintained by Tenant pursuant to this Lease shall specifically insure the contractual obligations of Tenant as set forth in this Section and/or as provided in this Lease.

Section 11.4 Property in Premises. All leasehold improvements, such as light fixtures and heating and air-conditioning equipment, are and shall remain the property of Landlord. All store fixtures or trade fixtures, signs, drapes and other items of property located within the Premises shall be subject at all times to Landlord's lien for rent and other sums which may become due to Landlord under this Lease.

Tenant shall pay before delinquency all taxes assessed against Tenant's fixtures, furnishings, leasehold, improvements, equipment and stock-in-trade placed in or on the Premises. Any such taxes paid by Landlord shall be due and payable from Tenant to Landlord within ten (10) days after billings therefor are rendered to Tenant.

Section 11.5 Damage to Property or Persons. All Tenant's personal property of every kind of description which may at any time be in the Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant, and Landlord shall not be liable for any damage to said property or loss suffered by the business or occupation of Tenant caused in any manner whatsoever, including theft. Landlord shall not be liable for any injury or damage to persons or property or to the interior of the Premises or from the pipes, appliances, or plumbing works or from the roof, walls, glass frames, doors, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature unless said injury or damages is caused by Landlord's failure to repair as set forth in Section 6.1. Landlord shall not be liable for any such injury or damage caused by other tenants or any person(s) either in the Premises or elsewhere

in the Shopping Center, or by occupants of property adjacent to the Shopping Center, or by the public, or by operations in the construction of any private, public or quasi-public work. Landlord shall not be liable for any latent defect in construction. Landlord shall not be responsible for damage or loss of property of Tenant kept or stored on the Premises no matter how caused.

Section 11.6 Assignment or Subletting. Tenant shall make no assignment or subletting, nor shall Tenant enter into license or concession agreements or mortgage or hypothecate this Lease or Tenant's interest in and to the Premises or any part thereof or permit any other party to conduct business or manage the Premises or control the operation thereof (hereinafter collectively referred to as "Transfer"), without the prior written consent of Landlord, which consent may not be unreasonably withheld. Consent by Landlord to any Transfer shall not constitute a waiver of the necessity for such consent to any subsequent Transfer. Any Transfer by Tenant in accordance with this Section shall be only for the purposes and use hereinabove specified and for no other purpose. Any permitted transferee shall assume Tenant's obligations hereunder and shall deliver to Landlord an assumption agreement in form satisfactory to Landlord within ten (10) days after the effective date of the assignment. Tenant agrees to pay Landlord's attorney fees incurred in connection with the review and/or preparation of any documents in connection with any Transfer, and in the event of a Transfer for rentals in excess of those rentals reserved hereunder. Tenant shall pay all of such excess rent to Landlord.

If the Tenant is a corporation, partnership or other business entity, any change in the ownership (legal or equitable) or and/or (in the case of a corporation) in the power to vote fifty (50%) percent or more of the outstanding capital stock of Tenant, whether such change of ownership is by sale, assignment, operation of law or otherwise, shall be deemed a Transfer and shall be subject to the provisions of this Section.

Any attempted Transfer without Landlord's consent shall not be binding upon Landlord, shall confer no rights upon any third person.

Section 11.7 Surrender of Premises and Holding Over. At the expiration of the tenancy hereby created, Tenant shall surrender the Premises in good, broom-clean condition, reasonable wear and tear excepted, and Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and valuts, if any, in the Premises. Tenant's obligation to observe and perform this covenant shall survive the expiration or other termination of the Lease. If Tenant shall default in so surrendering the Premises, Tenant's occupancy subsequent to such expiration, shall be deemed to be that of a tenancy at will and in no event from month to month or from year to year, and it shall be subject to all the terms, covenants and conditions of this Lease applicable thereto, except that Rent and other charges payable by Tenant hereunder shall be twice the amount payable in the last year of the Term, and no extension or renewal of this Lease shall be deemed to have occurred by such holding over.

Prior to the expiration or sooner termination of this Lease, Tenant shall remove any and all trade fixtures, equipment and other items which Tenant may have installed, stored or left in the Premises or elsewhere in the Shopping Center, including, but not limited to, counters, shelving, showcases, chairs and movable machinery purchased or provided by Tenant and which are susceptible of being moved without damage to the building. Tenant shall repair any damages to the Premises caused by its removal of such fixtures and movables. In the event Tenant does not make such repairs, Tenant shall be liable for and agrees to pay Landlord's costs and expenses in making such repairs. Tenant shall not remove any plumbing or electrical fixtures or machinery that were furnished of Landlord, as set forth above, nor shall Tenant remove any fixtures or equipment, heating or air-conditioning equipment, floor coverings (including, but not limited to, wall to wall carpeting), walls or ceilings, all of which shall be deemed to constitute a part of the freehold and/or leasehold interest of Landlord, as set forth above, nor shall Tenant remove any fixtures or machinery that were furnished or paid for by Landlord (whether initially installed or replaced). If Tenant shall fail to remove its trade fixtures or other property as provided in this Section, such fixtures and other property not removed by Tenant shall be deemed abandoned by Tenant and at the option of Landlord shall become the property of Landlord, or at Landlord's option may be removed by Landlord at Tenant's expense, or placed in storage at Tenant's expense, or sold or otherwise disposed of, in which event the proceeds of such sale or other disposition shall belong to Landlord. The foregoing and all other obligations of Tenant hereunder shall survive the expiration or earlier termination of this Lease.

Section 11.8 Lien of Landlord for Rent and Other Sums. Landlord shall have and Tenant hereby grants Landlord a security interest in any furnishings, equipment, fixtures belonging to Tenant, or

the equity of Tenant therein, on the other charges, assessments, penalties and damages herein covenanted to be paid by Tenant and for the purpose of securing the performance of all other obligations of Tenant hereunder. Upon Tenant's default or breach of any covenants of this Lease, Landlord shall have all remedies available under the laws of the State of Florida including, but not limited to, the right to take possession of the above mentioned property and dispose of it by public or private sale in a commercially reasonable manner. Tenant hereby agrees to execute and deliver from time to time Financing Statements at Landlord's request for the purpose of serving notice to third parties of the security interest herein granted. Tenant shall upon demand reimburse Landlord for all filing and recording fees and taxes incurred in connection with filing and recording such Financing Statements. The statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto.

Section 11.9 Liens The interest of Landlord shall not be subject to liens for improvements made by or on behalf of at the direction of Tenant. Tenant shall discharge any lien filed against the Shopping Center, and any part thereof, for work done or materials furnished with respect to the Premises by Tenant or at Tenant's request within ten (10) days after such lien is filed. If Tenant fails to keep this covenant, in addition to any other remedies available to Landlord under this Lease or otherwise, Landlord may at its option discharge such lien, in which event Tenant agrees to pay Landlord a sum equal to the amount of the lien thus discharged plus Landlord's internal administrative costs, reasonable attorney's fees, expenses and damages thereby caused Landlord.

Section 11.10 Hazardous Materials and Environmental Laws; Indemnity
SEE ADDENDUM

Section 11.11 Radon. Radon is naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon which exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county or public health unit.

Section 11.12 Interest, Administrative Claims. All sums of any kinds and character not paid by Tenant on their due date shall bear interest at 12% per annum.

Unless otherwise provided specifically to the contrary herein, if Landlord advances any funds to cure any default by Tenant or performs any obligation on behalf of Tenant which requires an expenditure, Tenant shall be obligated to reimburse Landlord, immediately upon demand therefor, for all such advances and expenditures, plus interest thereon at 18% per annum from the date such funds are advanced or such expenditure is made.

Section 11.13 Late Payments. Should Tenant fail to pay within 10 days of when due any installment of Rent or any other sum payable to Landlord under the terms of this Lease, then, at Landlord's option, a charge equal to five (5%) of the amount due shall be imposed to compensate Landlord for its administrative costs in dealing with such late payments.

Section 11.14 Consents. Unless otherwise expressly provided herein, any consent or approval of Landlord may be granted or withheld by Landlord in Landlord's reasonable discretion.

Section 11.15 Waiver by Tenant. Tenant hereby expressly waives any and all rights of redemption conferred by statute or otherwise, and, with respect to any litigation arising out of this Lease, and to the extent permitted by law, Tenant waives the right to a trial by jury.

Section 11.16 Notices. Whenever notice shall or may be given to either of the parties by the other, each such notice shall be by registered or certified mail with return receipt requested, at the respective addresses of the parties as contained herein or to such other address as either party may from time to time designate in writing to the other. Any notice under this Lease delivered by mail shall be deemed to have been given three (3) days after it is placed in the mails with sufficient postage prepaid.

Section 11.17 Broker. The parties each represent and warrant to the other that no real estate brokers, salesmen or finders are involved in this transaction except for the Broker listed in Section 1.1(H) hereof, to whom Landlord shall pay all commissions. In the event a claim for brokerage in connection with this transaction is made by any broker, salesman, finder, other than the Broker listed in Section 1.1(H)

hereof, claiming to have dealt through or on behalf of one of the parties hereto (the "Indemnitor"), said indemnitor shall indemnify, defend and hold the other party hereunder harmless from all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable attorneys' fees and court costs) with respect to such claim for brokerage.

Section 11.18 No Recording. Tenant agrees not to record this Lease without the express written consent of Landlord.

Section 11.19 Entire and Binding Agreement; Survival. This Lease contains all the agreements between the parties hereto, supersedes all prior and/or contemporaneous agreements and understandings and it may not be modified in any manner other than by an agreement in writing signed by all the parties hereto or their successors in interest. The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon Landlord and Tenant and their respective heirs, personal representatives, successors and assigns, except as may be otherwise expressly provided in this Lease. Tenant acknowledges that neither Landlord nor any broker has made any representations to or agreements with Tenant which are not contained in this Lease.

All obligations of Tenant which are or may be intended by their nature to be performed and/or compiled with after the expiration or earlier termination of this Lease shall survive such expiration or termination.

Section 11.20 Provisions Severable. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be determinable by appropriate judicial authority to be illegal, invalid, or unenforceable, the same shall be struck from this Lease as if never included herein; but the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 11.21 Captions. The captions contained herein are for convenience and reference only and shall not be deemed as part of this Lease or construed as in any manner limiting or amplifying the terms and provisions of this Lease to which they relate.

Section 11.22 Governing Law; Negotiated Agreement. This Lease shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Lease have participated fully in the negotiation and preparation hereof; and, accordingly, this Lease shall not be more strictly construed against any one of the parties hereto.

Section 11.23 Early Termination of Lease. Landlord acknowledges Tenant's business is the rendering of probation services pursuant to a contract with Palm Beach County (hereinafter the "Contract"). If for any reason Tenant loses the Contract, or Palm Beach County does not renew the Contract or Tenant experiences a substantial diminution in the quantity of clients it services pursuant to the Contract, Tenant has the right to terminate the lease upon giving notice to Landlord.

Section 11.24 Landlord Buildout. Landlord hereby covenants to improve the Premises at Landlord's expense pursuant to plans which are to be approved by both parties and the approval to be noted by signatures on the plans. Tenant shall be involved in the design of the improvements and has special concern for the electrical, telephone and computer wiring and jacks location. The expense to Landlord for said improvements will be \$30,000 (the "Build-out Amount"). The obligation to pay rent shall commence upon Tenant taking occupancy after completion of the improvements. Landlord is recouping the Build-out Amount over the term of the Lease. If Tenant terminates the Lease pursuant to Section 11.23, Tenant shall re-imburse Landlord for the unamortized portion of the Build-out Amount based on five year, straight line amortization.

Section 11.25 Non-Disturbance. As long as Tenant is not in default, Tenant's possession of the Premises shall not be disturbed whether by foreclosure, sale or otherwise. Landlord represents that ~~current~~ future lenders/mortgages have agreed or shall agree not to disturb Tenant's possession and, in which case, Tenant agrees to attorn to Landlord's mortgagee.

Section 11.25 Exclusive Use by Tenant. Landlord agrees to exclusively rent to Tenant and to rent space in the Shopping Center to no other tenant which directly or indirectly competes with Tenant's

business.

Section 11.26 Any and all sums payable to Landlord under this lease which are not rent shall be deemed to be additional rent.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written, each acknowledging receipt of an executed copy thereof.

Signed, Sealed and Delivered
in the presence of:

As to Pride Integrated Services, Inc.

BRIAN D. HARPER

Print Name

Joseph Conrad

Print Name

LANDLORD

Alphone Bruno, Jr.

ALPHONE BRUNO, JR.

Marie G. Bruno

MARIE G. BRUNO

TENANT

PRIDE INTEGRATED SERVICES, INC.

[Signature]
Print Name David Neeth

[Signature]
Print Name David Neeth

[Signature]
Print Name: ROBERT NEEDLE

BY: [Signature]
Chief Executive Officer

EXHIBITS

- EXHIBIT A - Shopping Center Site Plan
- EXHIBIT B - Rules and Regulations
- EXHIBIT C - Tenant Improvement Plan

EXHIBIT A
SHOPPING CENTER SITE PLAN

EXHIBIT B

RULES AND REGULATIONS

1. All deliveries to or from the Premises shall be done only at such times, in the areas and through the entrances designated for such purposes by Landlord.
2. Merchandise shall not be displayed outside the Premises and the sidewalks and loading areas adjacent to the Premises, and the Premises and all such obstructed and shall be free from trash and any other obstructions. Tenant shall use any trash dumpster Landlord provides for the general use of Tenant or tenants in a designated area of the Shopping Center. All trash shall be deposited inside the dumpster.
3. No radio or television aerial or other device shall be erected on the roof or exterior walls of the Premises or the Shopping Center, and no roof, wall or other penetrations of any kind shall be made by, under the direction or with the actual or assumed knowledge of Tenant.
4. No loud speakers, televisions, phonographs, radios, tape players or other devices shall be used in a manner so as to be heard or seen outside the Premises, nor shall Tenant solicit business or distribute advertising or promotional material in the common areas.
5. The plumbing facilities shall not be used for any purpose other than that for which they are constructed; no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. All grease traps (and all plumbing lines leading from such grease traps into the main sewer lines of the Shopping Center), if any, shall be installed, regularly cleaned and maintained by Tenant in accordance with applicable law and in accordance with Landlord's requirements.
6. Tenant, at its expense, shall contract for termite and pest extermination services covering the Premises.
7. Tenant shall keep any display windows or signs in or on the Premises well lighted during such hours and days that the Shopping Center is lighted by Landlord, or as otherwise may be designated by Landlord.
8. Tenant shall keep and maintain the Premises (including, without limitation, exterior and interior portions of all windows, doors, and all other glass) in a neat and clean condition.
9. Tenant shall take no action which would interfere with the business of Landlord or any other tenant or occupant in the Shopping Center or with the rights and privileges of any customer or other person(s) lawfully in and upon the Shopping Center.
10. Tenant shall pay before delinquency all license and permit fees and charges of a similar nature for the conduct of its business in the Premises.
11. Tenant shall not conduct or permit any fire, bankruptcy, auction, or "going out of business" sale (whether real or fictitious) in the Premises, or utilize any unethical method of business operation.
12. Tenant shall not perform any act or carry on any practice which may damage, mar or deface the Premises or any other part of the Shopping Center.
13. Tenant shall not place a load on any floor in the Premises, or in any area of the Shopping Center, exceeding the floor load which such floor was designed to carry, nor shall Tenant install, operate, or maintain therein any heavy item or equipment except in such manner as to achieve a proper distribution of weight.
14. Tenant shall not install, operate or maintain in the Premises or in any other area of the Shopping

Center any electrical equipment which does not bear Underwriter's Laboratory approval, or which would overload the electrical system or any part thereof beyond its capacity for proper and safe operation. No machine two motor or gas or propane operated equipment shall be permitted.

15. Tenant shall not suffer, allow or permit any vibration, noise, light, odor or other effect to emanate from the Premises, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort or convenience of Landlord or any of the other occupants of the Shopping Center or their customers, agents or invitees or any others lawfully in or upon the Shopping Center. Upon notice by Landlord to Tenant that any of the aforesaid is occurring, Tenant agrees to forthwith remove or control the same.

16. Tenant shall not use or occupy the Premises in any manner or for any purpose which would injure the reputation or impair the present or future value of the Premises, the Shopping Center and/or the neighborhood in which the Shopping Center is located.

17. Tenant shall not store, display, sell, or distribute any alcoholic beverages or any dangerous materials (including, without limitation, fireworks), unless specifically permitted by this Lease.

18. Tenant shall not use or occupy the Premises or do or permit anything to be done thereon in any manner which shall prevent Landlord and/or Tenant from obtaining at standard rates any insurance required or desired, or which would invalidate or increase the cost to Landlord of any existing insurance, or which might cause structural injury to the building, or which would constitute a public or private nuisance or which would violate any present or future laws, regulations, ordinances or requirements (ordinary or extraordinary, foreseen or unforeseen) of the federal, state, county, or municipal governments, or of any departments, subdivisions, bureaus or office thereof, or of any other governmental, public or quasi-public authorities now existing or hereafter created having jurisdiction over the Premises or the Shopping Center.

19. Unless specifically permitted under the Lease, Tenant shall not operate on the Premises or in any part of the Shopping Center any coin or token operated vending machine or similar device (including, without limitation, pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes, or other merchandise and/or commodities).

20. Tenant shall not modify, alter, improve, obstruct, or otherwise utilize for any purpose the Premises for any purpose whatsoever (including but not limited to, the sale or display of Tenant's merchandise, or the placing of signs or exhibits of any kind), provided that such portions may be used by Tenant, its employees and customers, if reasonably for purposes of access and egress to and from the enclosed portions of the Premises.

ADDENDUM TO STANDARD RETAIL SPACE LEASE AGREEMENT

THIS ADDENDUM is executed on ^{May 4} ~~April~~ ____, 1999 between ALPHONSE BRUNO and MARIE G. BRUNO (the Landlord") and PRIDE INTEGRATED SERVICES, INC. (the "Tenant").

BACKGROUND

A. The parties are in the process of executing a Standard Retail Lease Agreement (the "Lease Agreement") for space in Store No.2 of 524 Northlake Blvd., Lake Park, Florida; and

B. The parties have agreed to amend certain provisions of the Lease Agreement in accordance with the terms of this Addendum.

The parties agree as follows:

1. Section 11.10 is amended as follows:

HAZARDOUS SUBSTANCES. The landlord warrants and represents that, to the best of its knowledge, any use, storage, treatment or transportation of Hazardous Substances which has occurred in or on the Premises before the Lease Date has been in compliance with all applicable federal, state and local laws, regulations and ordinances. The Landlord additionally warrants and represents that, to the best of its knowledge, no release, leak, discharge, spill, disposal or omission of Hazardous Substances has occurred in, on or under the Premises, and that the Premises is free of Hazardous Substances as of the Lease Date.


The Tenant will not cause or permit any Hazardous Substances to be used, stored, generated or disposed of on or in the Premises by the Tenant, the Tenant's agents, employees, contractors or invitees, without obtaining the Landlord's written consent. If Hazardous Substances are used, stored, generated or disposed of on or in the Premises or if the Premises become contaminated in any manner by Tenant, Tenant's employees, ex-employees, agents, contractors, licensees, guests and/or invitees, the Tenant indemnifies and holds harmless the Landlord from all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, a decrease in value of the Premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Term and arising as a result of such contamination by the Tenant. This indemnification includes all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. If the Tenant causes or permits the presence of any Hazardous Substance on the Premises and such results in contamination, the Tenant will promptly, at its sole expense, take all necessary actions to return the Premises to the condition existing before the presence of any such Hazardous Substance on the Premises. The Tenant must first obtain the Landlord's approval for any remedial action.


2. Section 11.27 Warranties of the Landlord as to the Premises. The Landlord represents and warrants to the Tenant that the Premises is not out of compliance with all applicable federal, state, county and municipal building codes, including the Americans With Disabilities Act.

3. In the event of any inconsistency between the terms of the Lease Agreement and the terms of this Addendum, the terms of this Addendum supersede and control.

Signed, sealed and delivered
in the presence of:

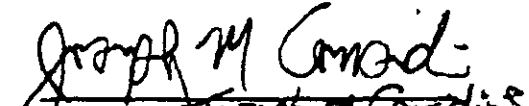
WITNESSES:



Print Name: Brian D. Hoerger

PRINT NAME: _____

Print Name: David Deedle

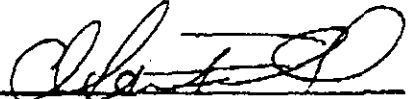

ALPHONSE BRUNO


MARIE G. BRUNO


Print Name: Joseph M. Casidine


Print Name: Brian D. Hoerger

PRIDE INTEGRATED
SERVICES, INC.

By: 
Maureen Ferrill, CEO

Sec. 13-6. Nonprofit enterprises.

(a) The town commission may authorize the issuance of a license, without the payment of any occupational license fee therefor to any person or organization for the conduct or operation of a nonprofit enterprise, either regular or temporarily, when it finds that the applicant operates, without private profit, for a religious, charitable, scientific or educational purpose, if the applicant can conform to all other applicable conditions, including inspections, and pays all applicable inspection and other fees which are not subject to the waiver permitted by this section. Said occupational license shall be known as a no-charge license.

(b) An applicant for a no-charge license shall submit an application therefor to the building official, upon forms prescribed by and furnished by the building official, and shall furnish such additional information and make such affidavits as shall be required by the town commission. Said application shall, at a minimum, require the following information:

(1) Proof of sales tax exemption pursuant to provisions of F.S. § 212.08, relating to religious, charitable, scientific, educational and related institutions and organizations ("charitable organizations").

(2) If solicitation of charitable contributions is also contemplated, proof of registration with the Division of Consumer Affairs, Florida Department of Agriculture and Consumer Affairs pursuant to Chapter 496 of the Florida Statutes and compliance with chapter 18 of this Code.

(3) The names, addresses and phone numbers of the officers, directors, managers and operation of the charitable organization and any related enterprise intending to conduct business within the town.

(4) The name, address and phone numbers of the property owner(s).

(5) A letter addressed to the town commissioner stating that the contemplated nonprofit enterprise will not have a detrimental impact on any for-profit business in the town. In support of this statement, the letter shall describe the nature of the nonprofit enterprise and any similar for-profit enterprises in the town and explain any differences in products, services, market or other factors which would eliminate any concern over detrimental impact on said for-profit enterprise(s).

(c) A person or organization operating under a no-charge license shall operate his nonprofit enterprise in compliance with this chapter and all other applicable statutes, codes and regulations.

(d) No occupational license shall be required of any charitable, religious, fraternal, youth, civic, service or other such organization when the organization makes occasional sales or engages in fund-raising projects when the projects are performed exclusively by the members thereof and when the proceeds derived from the activities are used exclusively in the charitable, religious, fraternal, youth, civic and service activities of the organization. Provided, however, such organization must comply with the provisions of chapter 18 of this Code relating to solicitation, where applicable.

(Ord. No. 3-2000, § 1, 8-2-00)

ARTICLES OF INCORPORATION
OF
PRIDE HALFWAY HOUSE, INC.

We, the undersigned subscribers, hereby associate ourselves together for the purpose of forming a Florida corporation not for profit, pursuant to Florida Statutes Chapter 617 Part 1.

ARTICLE I

The name of this corporation shall be PRIDE HALFWAY HOUSE, INC.

ARTICLE II

The general purpose for which this corporation is organized is to assist in the rehabilitation of persons charged or convicted of crimes, by providing for such persons, counselling, living accommodations and employment training and opportunities. In carrying out such purpose this corporation may exercise all of the powers given to non-profit corporations by Florida Statutes Chapter 617.

ARTICLE III

This corporation is not organized for pecuniary profit, nor shall it have any power to issue certificates of stock or declare dividends and no part of its earnings shall inure to the benefit of any officer, director, or member. The membership shall be limited to individuals who wish to devote their time and effort to the purpose of this corporation. Application for membership shall be submitted to the Secretary of the corporation and shall

FILED
DEC 30 11 15 AM '50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Honorable Howard H. Harrison, Jr. 8334 Pine Tree Lane
Lake Clarke Shores, Florida

Honorable Donald P. Kohl 240 Davis Road
Palm Springs, Florida

Francis J. Smith 307 N. Dixie Highway
West Palm Beach, Florida

Peter Fairclough 315 Wildermere Road
West Palm Beach, Florida

ARTICLE VI

The officers of the corporation shall be a President, a Vice-President, Secretary and Treasurer. The officers of the corporation shall be elected annually by the directors. The names of the persons who are to serve as officers of the corporation until the first annual election of officers are:

Honorable Howard H. Harrison, Jr.	- President
Honorable Donald P. Kohl	- Vice-President
Francis J. Smith	- Secretary
Peter Fairclough	- Treasurer

ARTICLE VII

The business affairs of this corporation shall be managed by a Board of Directors. The corporation shall have four directors initially. The number of directors may be increased or decreased by the by-laws but shall never be less than three. The directors shall be chosen annually by a majority vote of the membership. The names and addresses of the persons who are to serve as directors of this corporation until the first annual election of directors are:

Honorable Howard H. Harrison, Jr. 8334 Pine Tree Lane

ARTICLE VIII

The by-laws of the corporation shall be made, altered, or amended by a majority vote of the membership of the corporation.

ARTICLE IX

Amendments to the Articles of Incorporation shall be approved by the Board of Directors proposed by them to the members and approved at any meeting of the members by a two-thirds vote of the members present.

ARTICLE X

In the event of the dissolution of this corporation or in the event it shall cease to carry out the object or purpose herein set forth, all of the property and assets of the corporation shall be distributed to such charitable corporation or corporations as may be selected by the Board of Directors. In no event shall any of the assets or property of the corporation be distributed to any member, officer, or director of this corporation.

ARTICLE XI

In the selection of members, officers, or directors and in carrying out the purpose of this corporation, there shall be no discrimination as to race, creed, or religion.

IN WITNESS WHEREOF, we have made and subscribed these Articles of Incorporation this 24th day of December A.D. 1970.

Howard K. Harrison
Donald J. Hoff
Francis J. Aris
D. J. A. 10

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority and officer of this State, authorized to administer oaths and take acknowledgments, Hon. Howard H. Harrison, Jr., Hon. Donald P. Kohl, Francis J. Smith, and Peter Fairclough, to me well known to be the individuals described in and who executed the above and foregoing Articles of Incorporation of Pride Halfway House, Inc., and they acknowledged before me that they signed and executed the foregoing instrument for the uses and purposes therein expressed.

IN WITNESS WHEREOF I have hereunto set my hand and seal at West Palm Beach, County of Palm Beach and State of Florida, this 24th day of December A.D. 19 70.

Matthew M. Day
NOTARY PUBLIC

State of Florida At Large

My commission expires:
March 27, 1973