64489

ENVIRONMENTAL PROTECTION
AGENCY, REGION II

1993 MAR -3 PM 2:23

ERRD SITE COMPLIANCE
BRANCH

LAW OFFICES OF
COON & SANFORD
P.O. BOX 25918
6 CHANDLER'S WHARF
SUITE 202
GALLOWS BAY, ST. CROIX
U.S. VIRGIN ISLANDS 00824-0918

JOHN R. COON
MICHAEL J. SANFORD
WILLIAM S. H. CHAPMAN

809-773-3681
809-778-8104 FAX

March 1, 1993

Ms. Caroline Kwan
Emergency and Remedial Response Division
U.S. Environmental Protection Agency
26 Federal Plaza, Room 737
New York, New York 10278

Re: Request for Information
Tutu Well Field Site
St. Thomas, USVI

Dear Ms. Kwan:

The undersigned has been retained to represent Western Auto in the matter referenced above. We are in receipt of the Request for Information Pursuant to 42 U.S.C. Section 9601 et. seq., pertaining to the above-referenced site.

This shall constitute the initial response to the Request For Information by Western Auto of St. Thomas, Inc. and by Western Auto Supply Company. Western Auto is responding to each Request based on the information which it currently is aware of and will supplement certain Responses within thirty (30) days as we receive additional relevant information.

Much of the information being sought by the EPA's Requests for Information concern events which occurred 12 to 15 years ago. Some of the individuals who may have had personal knowledge of the subject matter which is the subject of the EPA Requests are deceased or are otherwise presently unavailable to Western Auto. In addition, it is likely that at least some of the documents which relate to the matters inquired of were discarded in the ordinary course of business prior to the discovery of the harm to the pertinent St. Thomas aquifer.

Information is still being assimilated from those records that can be located and from employees and former employees of Western Auto. For this reason, the enclosed responses and documentation may be incomplete. As our investigation continues, Western Auto will

continue to provide information and documentation responsive to the EPA's Requests. As we discussed on the phone on Thursday, February 25, 1993, we will supplement the enclosed responses no later than March 31, 1993 in order to provide more complete information.

As a preliminary statement, Western Auto operates a Western Auto retail auto parts store located at 393 Estate Anna's Retreat, St. Thomas, U.S.V.I. However, Western Auto is not the owner of the real estate or the improvements located on or under the real estate. The facility in which Western Auto operates its business is leased by Western Auto from Four Winds Plaza Partnership. Furthermore, the term "facility" is defined in Paragraph 18 of your Instructions For Responding To Request For Information as "the Western Auto Facility and adjacent property located at the Four Winds Plaza Shopping Center located at the Estate Anna's Retreat in St. Thomas." Please be advised that Western Auto has no knowledge of or responsibility for operations on "adjacent property located at the Four Winds Plaza Shopping Center". Consequently, in responding to the Request For Information, any information provided by Western Auto is only applicable to the premises leased by Western Auto from Four Winds Plaza Partnership and does not include any adjacent property, unless Western Auto has exclusive control over any such adjacent property.

Responses to Request for Information

1. Western Auto has been unable to date to gather and assemble the information and documentation necessary for a full and complete response to this request. The information sought in this request will be provided and postmarked no later than March 31, 1993.

2. Western Auto is in the process of gathering the data and information necessary for a full and complete response to this request. The information and documentation sought in this request to the extent that it exists, will be provided and postmarked no later than March 31, 1993.

3. To the best of Western Auto's knowledge, and based on deposition testimony of former employees and information provided by current employees, Western Auto performs or has performed the following automotive mechanical repairs at its St. Thomas Western Auto store:

   a) Crankcase Oil Changes - Western Auto does not currently perform vehicle crankcase oil changes. To the best of Western Auto's knowledge based on

deposition testimony of current and former Western Auto employees, crankcase oil changes were performed at the store from the opening of the store in 1978 until approximately 1981, at which time the company ceased performing vehicle crankcase oil changes. According to deposition testimony of former employees, oil changes may have occurred at the rate of two (2) to eight (8) changes per day, or approximately twenty (20) per week.

b) Brake Work - Western Auto has in the past and continues to perform brake repairs and replacements. The frequency of such repairs is unknown.

c) Shocks/Struts - Western Auto has in the past performed the replacement of vehicle shocks and struts and continues to do so. The frequency of replacements is unknown.

d) Tune-Ups - Western Auto has in the past installed spark plugs and spark plug wires in connection with engine tune-ups. Distributor replacement and timing adjustments were also performed. Western Auto no longer performs engine tune-ups or engine work.

e) Tires - Western Auto has in the past and continues to perform vehicle tire repairs and tire replacements. Tires are installed and repaired on a daily basis at the Western Auto in St. Thomas.

f) Transmission - Western Auto performed transmission fluid changes from approximately 1979 until approximately 1981, at which time the company ceased doing transmission fluid changes. The frequency of such work is unknown, but to the best of our knowledge transmission fluid changes did not constitute a major portion of the service work that was performed at the St. Thomas Western Auto store.

g) Chassis lubrication - To the best of Western Auto's knowledge, and based on deposition testimony of former employees, Western Auto historically performed vehicle chassis lubrication during the late 1970's and early 1980's. Western Auto no longer performs chassis lubrication.

h) Battery Replacement - Western Auto installed replacement batteries for vehicles. The frequency and volume is unknown.

4. This response will be supplemented no later than March 31, 1993.

5. Substances were stored in the garage service area of the Western Auto facility. The containers the substances were stored in prior to their use were most likely the original containers and packaging that the materials were sold to Western Auto in. However, Western Auto has no way to confirm this. This response will be supplemented no later than March 31, 1993.

6. As indicated above, according to deposition testimony of former employees, vehicle crankcase oil changes were performed from approximately 1979 to 1981. Deposition testimony of former employees provides estimates of the oil changes at 20 changes per week. To the best of Western Auto's knowledge, and based on deposition testimony of former Western Auto employees, waste oil was stored in an underground waste oil tank located in the driveway area adjacent to the Western Auto leased premises. To the best of Western Auto's knowledge, the oil tank was periodically pumped out by an independent oil service, the name of which is unknown. Western Auto is not in the possession of any analysis of the waste oil nor does it have possession of any documentation indicating methods of disposal of the waste oil or pertaining to the quantity of used oil disposed of.

7. To the best of Western Auto's knowledge, an underground storage tank for storing waste oil was located adjacent to the Western Auto facility. Western Auto has no information which describes the design, structure or the location of the tank, except the enclosed blueprint and detail sheet. Western Auto does not at this time know if an oil separator existed on or adjacent to the premises.

8. Substances containing PCE, DCE and/or TCE may possibly have entered the underground waste oil tank through the

tank nozzle opening at th top of the tank or through the floor drain located in the garage service area.

9. To the best of Western Auto's knowledge, and based on deposition testimony of former employees, the underground waste oil tank was drained periodically by an independent oil disposal service. The frequency and dates of disposal are unknown. This information will be supplemented if documentation disclosing the identity of the disposal service is located.

10. Western Auto has no knowledge as to how the removed liquids or sludges were handled and disposed of.

11. a) To the best of Western Auto's knowledge, there are no in or out of use septic tanks at the Western Auto leased premises. Western Auto is connected to the public sewer system, but the exact location of the connection is unknown. As soon as we locate the connection, we will supplement our response.

b) Western Auto is unaware of any outfall or discharge at the Western Auto facility.

c) To the best of Western Auto's knowledge an underground waste oil storage tank and an underground diesel tank were installed adjacent to the Western Auto leased premises. Enclosed please find a blueprint and detail of the underground waste oil tank. We do not have any blueprints of the diesel tank which was used as fuel for the back-up generator at the store. Western Auto currently uses an above-ground diesel tank to power the back-up generator. To the best of Western Auto's knowledge, both the waste oil tank and underground diesel tank are currently out of service.

d) Western Auto does not know whether the underground waste oil tank or diesel tank have been removed, but to the best of its knowledge and belief they have not been physically removed from the ground. According to the blueprint and detail enclosed, the underground waste oil tank is located in the paved area behind the Western Auto store. The location of the underground diesel tank is unknown.

e) To the best of Western Auto's knowledge, a floor drain existed in the Western Auto service garage which may have been connected to the underground waste oil tank. Please see enclosed detail. To the best of Western Auto's knowledge, the floor drain is out of service.

f) To the best of Western Auto's knowledge, such substances could have been used, stored and/or disposed of in the garage service area of the Western Auto store and in the underground waste oil tank. Our investigation is continuing and we will supplement this response as additional facts are discovered.

g) Western Auto currently has an above-ground diesel oil tank located at the back of the Western Auto building. The tank is used to provide fuel to the back-up generator.

h) Western Auto has no documents in its possession to indicate existence of a cistern or catchment system at the Western Auto leased premises. This response will be supplemented at a later date if we become aware of such a system

12. To the best of Western Auto's knowledge, no septic tanks exist at the Western Auto leased premises.

13. To the best of Western Auto's knowledge, no such outfall or discharge exists at the Western Auto leased premises.

14. a) Western Auto is unaware of the date of installation of either the underground diesel or waste oil tank. Western Auto is also unaware of the party responsible for installation of the tanks. Notwithstanding the above, Western Auto speculates that the tanks may have been installed in the late 1970's or early 1980's.

b) Western Auto has no design or installation records for either tank, other than the enclosed blueprint and detail for the underground waste oil tank.

c) To the best of Western Auto's knowledge, neither the underground waste oil tank nor the underground diesel tank are currently in service. The dates of

closure are unknown. To the best of Western Auto's knowledge, Western Auto ceased using the waste oil tank because it ceased doing oil changes in the early 1980's. Further, Western Auto ceased using the diesel tank because it now uses an above-ground diesel tank.

d) To the best of Western Auto's knowledge, the underground tanks or piping have not been replaced.

e) To the best of Western Auto's knowledge, and based on deposition testimony of former Western Auto employees, the waste oil tank may have contained waste oil. The underground diesel tank contained unused diesel fuel to the best of our knowledge. Western Auto does not have any records relating t the volume or type of materials placed into the tanks, other than deposition testimony of former Western Auto employees.

f) Western Auto is not in possession of any maintenance records for the tanks.

g) Western Auto is unaware of any suspected leak or spill associated with the tanks or piping.

h) Enclosed please find an Application For Underground Storage Tank sent to the Department of Natural Resources regarding the underground waste oil tank.

15. WA does not know whether any hazardous substances or regulated substances were disposed of in any floor drain, roof catchment drain, sewer or sink.

16. According to deposition testimony of former Western Auto employee, waste oil may have been deposited into a drain in the service area and/or into the underground waste oil tank. To the best of Western Auto's knowledge, the floor drain may have been connected by piping to the underground waste oil tank. The response to this request will be supplemented no later than March 31, 1993.

17. a) Western Auto will supplement this response to provide date of installation of the above-ground diesel tank.

b) Western Auto will supplement this response to provide date of construction of the containment system, if any.

c) To the best of Western Auto's knowledge, the above-ground tank contains unused diesel fuel.

d) To the best of Western Auto's knowledge, no leaks or releases have occurred from the above-ground diesel tank.

18. To the best of Western Auto's knowledge, no cistern or catchment system exists at the leased Western Auto premises.

19. a) Western Auto of St. Thomas, Inc., a Delaware Corporation, is a wholly owned subsidiary of Western Auto Supply Company, a Delaware Corporation.

b) The St. Thomas store is a company owned store and operates as Western Auto.

c) President - Daniel H. Wilson
2107 Grand Avenue
Kansas City, Missouri 64108

d) Western Auto denies that it is the owner of the underground tanks since it leases the premises from Four Winds Plaza. Western Auto contends that Four Winds Plaza Partnership is the owner of the underground tanks. The operator of the Western Auto store in St. Thomas is incorporated in the State of Delaware. To the best of Western Auto's knowledge, it may have been a user of the underground tanks during the late 1970's and early 1980's. Western Auto's registered agent in the Virgin Islands is Richard E. Grunert, No. 24-25 Kongensgadf, c/o Grunert, Stout, Hynes & Snock, Post Office Box 1030, Charlotte Amalie, St. Thomas, U.S.V.I. 00801.

e) Western Auto believes the owner to be Four Winds Plaza Partnership. Western Auto, to the best of its knowledge, may have been a user of the tanks during the late 1970's and early 1980's.

f) Western Auto Supply Company, a Delaware Corporation, is a wholly owned subsidiary of Sears, Roebuck & Co. NTW Incorporated, Tire America, Inc., Private Brands, Ltd., and Western Auto of St. Thomas, Inc., are wholly owned subsidiaries of Western Auto Supply Company.

20. N/A

21. None.

22. Western Auto is unaware whether any past employees disposed of or arranged for transportation or disposal of any hazardous waste or substance or regulated substance. To the best of Western Auto's knowledge, based on deposition testimony of former Western Auto employees, former employees may have disposed of waste oil in a floor drain in the Western Auto service area and in the underground waste oil tank.

23. Western Auto is currently gathering and reviewing pertinent documents and will supplement its response in this regard. Notwithstanding the above, provisions contained in the Lease executed between Western Auto and the Four Winds Plaza Partnership may operate to transfer any such liability to the Lessor. A copy of the Lease and such amendments as have been located are enclosed herewith.

24. Western Auto is currently in the process of researching its insurance policies and coverages in St. Thomas and will supplement its response to this Request for Information.

Should you have any further questions, please feel free to contact me.

Respectfully submitted,

John R. Coon
Attorney for Western Auto

JRC/tlr
Enclosures
cc: Andrew L. Praschak, Esquire

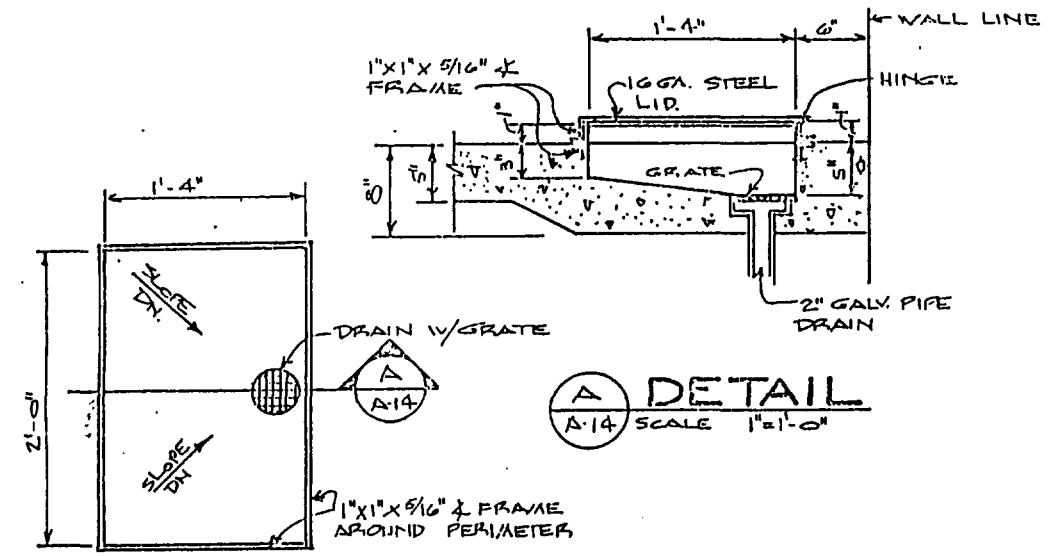
EPA REGION II
SCANNING TRACKING SHEET

DOC ID # 64489

DOC TITLE/SUBJECT:
TUTU WELLS SUPERFUND SITE
PLAN OF MEZZANINE

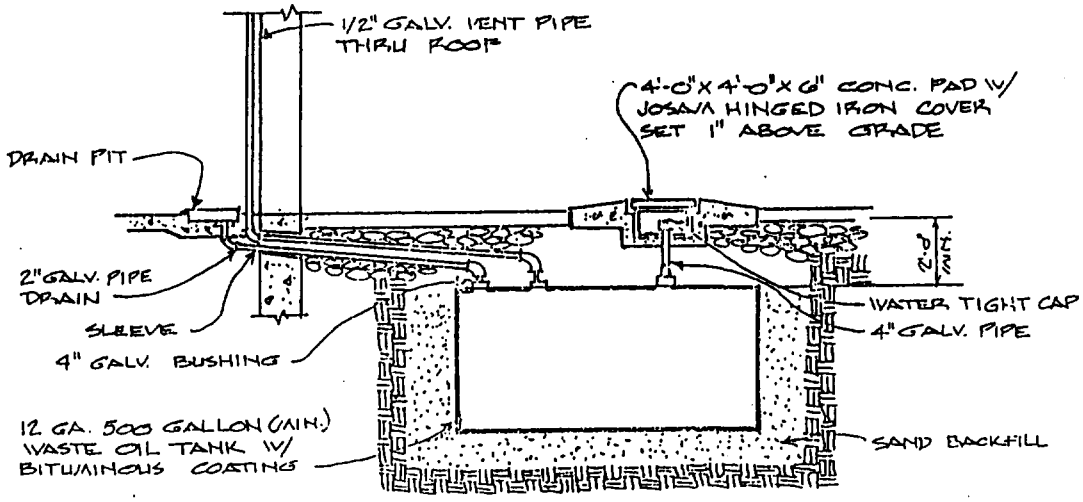
THIS DOCUMENT IS OVERSIZED AND CAN BE LOCATED IN THE ADMINISTRATIVE RECORD FILE AT THE

SUPERFUND RECORDS CENTER
290 BROADWAY, 18TH FLOOR
NEW YORK, NY 10007



A/A-14 DETAIL
SCALE 1"=1'-0"

PLAN
SCALE 1"=1'-0"



NOTE:
PROVIDE ANCHOR STRAPS IN CONC. WHERE GROUND WATER IS ENCOUNTERED.

L-2/A-14 DETAIL
SCALE 1/4"=1'-0"

REVISION	DATE	BY	DETAIL SHEET
	7-1-74	AT	A-14

Notification for Underground Storage Tanks

FORM APPROVED
OMB NO. 2050-0068
APPROVAL EXPIRES 9-30-88

FOR TANKS IN VI

RETURN COMPLETED FORM TO
205(J) Coordinator
Division of Natural Resources Management
14 F Building 111, Watergut Homes
Christianstead, St. Croix, VI 00820

STATE USE ONLY
I.D. Number
Date Received

GENERAL INFORMATION

Notification is required by Federal law for all underground tanks that have been used to store regulated substances since January 1, 1974, that are in the ground as of May 8, 1986, or that are brought into use after May 8, 1986. The information requested is required by Section 9002 of the Resource Conservation and Recovery Act, (RCRA), as amended.

The primary purpose of this notification program is to locate and evaluate underground tanks that store or have stored petroleum or hazardous substances. It is expected that the information you provide will be based on reasonably available records, or, in the absence of such records, your knowledge, belief, or recollection.

Who Must Notify? Section 9002 of RCRA, as amended, requires that, unless exempted, owners of underground tanks that store regulated substances must notify designated State or local agencies of the existence of their tanks. Owner means—
(a) in the case of an underground storage tank in use on November 8, 1984, or brought into use after that date, any person who owns an underground storage tank used for the storage, use, or dispensing of regulated substances, and
(b) in the case of any underground storage tank in use before November 8, 1984, but no longer in use on that date, any person who owned such tank immediately before the discontinuation of its use.

What Tanks Are Included? Underground storage tank is defined as any one or combination of tanks that (1) is used to contain an accumulation of "regulated substances," and (2) whose volume (including connected underground piping) is 10% or more beneath the ground. Some examples are underground tanks storing: 1. gasoline, used oil, or diesel fuel, and 2. industrial solvents, pesticides, herbicides or fumigants.

What Tanks Are Excluded? Tanks removed from the ground are not subject to notification. Other tanks excluded from notification are:
1. farm or residential tanks of 1,100 gallons or less capacity used for storing motor fuel for noncommercial purposes;
2. tanks used for storing heating oil for consumptive use on the premises where stored;
3. septic tanks;
4. pipeline facilities (including gathering lines) regulated under the Natural Gas Pipeline Safety Act of 1968, or the Hazardous Liquid Pipeline Safety Act of 1979, or which is an intrastate pipeline facility regulated under State laws;
5. surface impoundments, pits, ponds, or lagoons;
6. storm water or waste water collection systems;
7. flow-through process tanks;
8. liquid traps or associated gathering lines directly related to oil or gas production and gathering operations;
9. storage tanks situated in an underground area (such as a basement, cellar, mineworking, drift, shaft, or tunnel) if the storage tank is situated upon or above the surface of the floor.

What Substances Are Covered? The notification requirements apply to underground storage tanks that contain regulated substances. This includes any substance defined as hazardous in section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), with the exception of those substances regulated as hazardous waste under Subtitle C of RCRA. It also includes petroleum, e.g., crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute).

Where To Notify? Completed notification forms should be sent to the address given at the top of this page.

When To Notify? 1. Owners of underground storage tanks in use or that have been taken out of operation after January 1, 1974, but still in the ground, must notify by May 8, 1986. 2. Owners who bring underground storage tanks into use after May 8, 1986, must notify within 30 days of bringing the tanks into use.

Penalties: Any owner who knowingly fails to notify or submits false information shall be subject to a civil penalty not to exceed $10,000 for each tank for which notification is not given or for which false information is submitted.

INSTRUCTIONS

Please type or print in ink all items except "signature" in Section V. This form must by completed for each location containing underground storage tanks. If more than 5 tanks are owned at this location, photocopy the reverse side, and staple continuation sheets to this form.

Indicate number of continuation sheets attached: ☐

I. OWNERSHIP OF TANK(S)

Owner Name (Corporation, Individual, Public Agency, or Other Entity)
Western Auto of St.Thomas, Inc.*

Street Address
392 Anna's Retreat

County
St. Thomas, U.S. Virgin Islands 00802

City | State | ZIP Code

(809) 775-4400
Area Code | Phone Number

Type of Owner (Mark all that apply ☒)
☐ Current ☐ State or Local Gov't ☐ Private or Corporate
☐ Former ☐ Federal Gov't (GSA facility I.D. no. _____) ☒ Ownership uncertain

II. LOCATION OF TANK(S)

(If same as Section 1, mark box here ☒)

Facility Name or Company Site Identifier, as applicable

Street Address or State Road, as applicable

County

City (nearest) | State | ZIP Code

Indicate number of tanks at this location: Believed to be 2

Mark box here if tank(s) are located on land within an Indian reservation or on other Indian trust lands ☐

III. CONTACT PERSON AT TANK LOCATION

Name (If same as Section I, mark box here ☐) | Job Title | Area Code | Phone Number
Nick Crowder | Store President

IV. TYPE OF NOTIFICATION

☐ Mark box here only if this is an amended or subsequent notification for this location.

V. CERTIFICATION (Read and sign after completing Section VI.)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete.

Name and official title of owner or owner's authorized representative | Signature | Date Signed

CONTINUE ON REVERSE SIDE

*Western Auto contests the ownership of the tanks.

Ownership in dispute

Owner Name (from Section I) | Location (from Section II) | Page No. [illegible] of [illegible] Pages

VI. DESCRIPTION OF UNDERGROUND STORAGE TANKS (Complete for each tank at this location)

Tank Identification No. (e.g., ABC-123), or Arbitrarily Assigned Sequential Number (e.g., 1,2,3...)	Tank No. 1	Tank No. 2	Tank No.	Tank No.	Tank No.
1. Status of Tank (Mark all that apply ☒)					
Currently in Use	☐	☐	☐	☐	☐
Temporarily Out of Use	☐	☐	☐	☐	☐
Permanently Out of Use	☒	☒	☐	☐	☐
Brought into Use after 5/8/86	☐	☐	☐	☐	☐
2. Estimated Age (Years)	15 yrs.	15 yrs.			
3. Estimated Total Capacity (Gallons)	200-500	??			
4. Material of Construction (Mark one ☒)					
Believed to be Steel	☒	☒	☐	☐	☐
Concrete	☐	☐	☐	☐	☐
Fiberglass Reinforced Plastic	☐	☐	☐	☐	☐
Unknown	☐	☐	☐	☐	☐
Other, Please Specify					
5. Internal Protection (Mark all that apply ☒)					
Cathodic Protection	☐	☐	☐	☐	☐
Interior Lining (e.g., epoxy resins)	☐	☐	☐	☐	☐
None	☐	☐	☐	☐	☐
Unknown	☒	☒	☐	☐	☐
Other, Please Specify					
6. External Protection (Mark all that apply ☒)					
Cathodic Protection	☐	☐	☐	☐	☐
Painted (e.g., asphaltic)	☐	☐	☐	☐	☐
Fiberglass Reinforced Plastic Coated	☐	☐	☐	☐	☐
None	☐	☐	☐	☐	☐
Unknown	☒	☒	☐	☐	☐
Other, Please Specify					
7. Piping (Mark all that apply ☒)					
Bare Steel	☐	☐	☐	☐	☐
Galvanized Steel	☐	☐	☐	☐	☐
Fiberglass Reinforced Plastic	☐	☐	☐	☐	☐
Cathodically Protected	☐	☐	☐	☐	☐
Unknown	☒	☒	☐	☐	☐
Other, Please Specify					
8. Substance Currently or Last Stored in Greatest Quantity by Volume (Mark all that apply ☒)					
a. Empty	☒	☒	☐	☐	☐
b. Petroleum					
Diesel	☐	☒	☐	☐	☐
Kerosene	☐	☐	☐	☐	☐
Gasoline (including alcohol blends)	☐	☐	☐	☐	☐
Used Oil	☒	☐	☐	☐	☐
Other, Please Specify					
c. Hazardous Substance	☐	☐	☐	☐	☐
Please Indicate Name of Principal CERCLA Substance					
OR Chemical Abstract Service (CAS) No.					
Mark box ☒ if tank stores a mixture of substances	☐	☐	☐	☐	☐
d. Unknown	☐	☐	☐	☐	☐
9. Additional Information (for tanks permanently taken out of service)					
a. Estimated date last used (mo/yr)	6 / 81	Unknown Before 1985 /	/	/	/
b. Estimated quantity of substance remaining (gal.)	Believed to have been emptied	Believed to have been emptied			
c. Mark box ☒ if tank was filled with inert material (e.g., sand, concrete)	☐	☐	☐	☐	☐

Form 11-911 (Rev. 9-21-70)

LEASE AGREEMENT

THIS LEASE made and entered into this 22nd day of ~~May~~ June 1977, by and between

THE PLAZA ASSOCIATES, a limited partnership with Donald P. Gerrits as sole limited partner and Three Two Two Development Co., Ltd., a Virgin Islands corporation as general partner, with offices at Suite 1107, Banco de Ponce Building, Hato Rey, Puerto Rico 00918

herein referred to as Lessor, and WESTERN AUTO SUPPLY COMPANY, a corporation duly organized and existing under the laws of the State of Delaware with its principal office located at 2107 Grand Avenue, Kansas City, Missouri 64108, hereinafter referred to as Lessee.

WITNESSETH: That the Lessor does hereby let, lease and demise unto the Lessee the premises located in the ~~City of~~ Island of St. Thomas, U. S. Virgin Islands ~~, State of~~ described as follows, to-wit:

DESCRIPTION OF PREMISES

A one story store building irregular in shape with approximately 85 feet of frontage by a depth of 137 feet containing 12,735 square feet, which the Lessor agrees to construct at Lessor's cost, at the location as shown on the plot plan dated March 15, 1977, attached hereto and made a part hereof, in Pirate's Plaza Shopping Center, located on Rhymer Highway, in accordance with the floor plan dated March 15, 1977 and exhibit plans and specifications dated January 11, 1976, attached hereto and made a part hereof; said Pirate's Plaza Shopping Center located on a 10.14 acre, more or less, tract situated on Parcel No. 392, Estate Anna's Retreat, No. 1., New Quarter, St. Thomas, U. S. Virgin Islands; together with the right in common with the other tenants of said shopping center to use and to have ingress on, over and across and to permit its customers, employees and invitees to use and to have ingress and egress on, over and across all the parking, driving and walking areas, and, without limitation, all other common areas of Pirate's Plaza Shopping Center which the Lessor agrees to construct in accordance with the attached plot plan.

In consideration of the following mutual covenants, agreements, terms and conditions hereby agreed to by and between the Lessor and Lessee, to-wit:

TERM

1. The term of this lease shall be Fifteen (15) years beginning July 1, 1978 and expiring June 30, 1993 without notice by either the Lessor or the Lessee any custom, usage, practice, law, statute or ordinance to the contrary notwithstanding.

RENT

2. The Lessee agrees to pay the sum of Five Thousand Three Hundred Six and 25/100th Dollars ($ 5,306.25) per month as rent, which payments shall be made without demand by checks made payable to the order of The Plaza Associates and mailed by United States Mail addressed to Suite 1107, Banco de Ponce Building, Hato Rey, Puerto Rico 00918 or to the address or to whom the Lessor may designate in writing, on the first day of every month for which rent is due hereunder. As the Lessee desires to make the monthly rental payments reserved herein on the first day of every calendar month during the term of this lease, in the event rent due under this lease shall commence on any day other than the first day of a calendar month, then the Lessee shall have the right to adjust rental payments at the beginning, at the end and any time during this lease in order to accomplish this result.

USE

3. The demised premises may be used for the display, storage and sale of tires, batteries and, without limitation, automobile accessories of any and all types and kinds, radios, televisions and, without limitation, electronic goods of all types and kinds, household appliances and goods of all types and kinds, both large and small, sporting goods, toys, oil, anti-freeze solutions, furniture, hardware of all types and kinds, paint, gardening equipment, soft goods and, without limitation, all other goods, wares and merchandise. In addition to the foregoing, the demised premises may be used to install, service, remove, repair and adjust all automotive parts and accessories and to service, repair and maintain automobiles. ~~Vacant land included in the demised premises may be used, in addition to the foregoing uses, for the parking and servicing of motor vehicles.~~

SUBLET

4. This lease shall not be assigned nor the premises sublet in whole or in part by the Lessee without the written consent of the Lessor. Lessor hereby agrees not to withhold unreasonably Lessor's consent to assignment or subletting in the event Lessee requests said consent.

SIGNS

5. The lessee shall have the right to construct, erect, place, put, maintain and control on the demised premises any sign or signs, which may be removed by the Lessee at any time provided, that said sign or signs are constructed and erected in a workmanlike manner and comply with the rules, regulations, laws, statutes and ordinances of the city and state in which the demised premises are located.

TUT 003 2443

FIXTURES 6. The Lessee shall have the right to install and maintain in and on the demised premises such trade fixtures, light fixtures, air conditioning equipment and other equipment as are necessary to the conduct of its business, all of which shall remain the property of the Lessee and may be removed by the Lessee at any time.

ALTERATIONS 7. The Lessee shall have the right to make any non-structural alterations, additions, changes or improvements on the demised premises at the Lessee's cost provided, that said alterations, additions, changes or improvements do not structurally weaken the building, or buildings on the demised premises. Any alterations, additions, changes or improvements made by the Lessee of the type permitted in this paragraph, excluding trade fixtures, light fixtures, heating equipment, air conditioning equipment and other equipment installed by the Lessee, shall become part of the demised premises, and, at the expiration or earlier termination of this lease, the Lessee shall not be required to restore the demised premises to the condition prior to the making of any said alterations, additions, changes, or improvements.

REPAIRS 8. The Lessor agrees to maintain in good repair at Lessor's cost the roof, outer walls (which will include the bulkheads under plate glass windows), downspouts, underground plumbing, sidewalks, ceilings (when damage is due to roof leakage or failure of Lessor to make repairs Lessor is obligated to make), support of floors, ~~exterior doors and frames~~, and without limitation, structural portions of the demised premises. The Lessee agrees to make any repairs to the ~~sprinkler system~~, elevator equipment, electrical equipment, air conditioning equipment, and heating equipment in the demised premises required due to misuse, abuse or negligence by the agents, servants or employees of Lessee and the Lessor agrees to make any repairs to said equipment required due to ordinary wear and tear or natural deterioration. The Lessee shall not be required or obligated to make any repairs to the electrical equipment, air conditioning equipment, heating equipment, or to any other portions of the demised premises and the Lessor will make such repairs or have such repairs made when (1) a manufacturer or supplier is obligated to make or pay for the repairs under an expressed or implied warranty, or (2) the repairs are made necessary by reason of fire, flood, windstorm, earthquake or other casualty covered by standard fire and extended coverage insurance sold in the area where the demised premises are located. The Lessee agrees to replace any plate, window or door glass broken in the demised premises, with glass of like kind and quality, except Lessee shall not be required to replace glass broken due to settlement or defective construction of the building or due to the failure of Lessor to maintain and repair those portions of the demised premises which Lessor agrees herein to maintain and repair or due to negligent repair of said premises by Lessor. The Lessor agrees to replace glass broken in the demised premises when breakage is due to any of the causes set forth in the next preceeding sentence, which shall relieve Lessee from replacing said glass as set forth herein. The Lessee agrees to surrender the demised premises at the expiration or earlier termination of this lease in as good condition as at the commencement of the term of this lease, except Lessee shall not be responsible for the repair or condition of those portions of the premises which the Lessor agrees to maintain nor damage by dry rot, termites, sinking of the floors, ordinary wear and tear, fire, flood, windstorm, earthquake or other casualty.

WARRANTY 9. The Lessor hereby warrants and guarantees that at the commencement of this lease the wiring, floors, plumbing, underground plumbing, heating, air conditioning equipment, roofs, outer walls, stairways, doors, windows, plate glass, elevator and sprinkler equipment of the demised premises are each and every one in good repair and are adequate to furnish the proper service for which each was installed, and that the heating plant will heat and the air conditioning equipment will cool the building herein demised in accordance with the accepted design temperatures for the city and state in which said premises are located. Lessor further warrants and guarantees that the basement of said premises is free from dampness, seepage and overflow of water and that the elevator uses alternating current and will comply, at the commencement of this lease, with the rules, regulations, orders and requirements of the state and city governing elevators. The Lessor further warrants and guarantees that at the commencement of the term of this lease the demised premises and all appurtenances thereto, *including but not limited to the items set forth in the first sentence of this paragraph*, comply with the building code, fire, sanitary and safety regulations, ordinances and laws of the city and state in which the demised premises are located. Lessor further warrants and guarantees that at the commencement of this lease the demised premises may be used for the purposes set out in paragraph three (3) of this lease without violating any zoning ordinances or regulations or restrictive covenants running with the land. Lessor further represents, warrants and guarantees that Lessor has fee simple title to the demised premises and has authority to enter into this lease as Lessor.

TAXES 10. The Lessor agrees to pay all real estate taxes on the demised premises. The Lessee agrees to pay all taxes required to be paid by, reason of the personal property it owns located upon and within the demised premises.

FIRE CLAUSE 11. In the event the demised premises shall be damaged by fire, flood, windstorm, earthquake, or any other casualty to such an extent that they cannot be restored to as good a condition as they were prior to such damage within ~~sixty (60)~~ One Hundred Eighty (180) days thereafter, either Lessor or Lessee shall have the right to cancel and terminate this lease, rents to be adjusted as of the date of the damage or destruction; and if neither party exercises such right to cancel this lease within thirty (30) days after such damage, or if such repairs can be made within a period of ~~sixty (60)~~ One Hundred Eighty (180) days, the Lessor agrees to repair the demised premises with due diligence, and, in the meantime, the rental shall be reduced in such proportion as will reasonably compensate the Lessee for the space not in proper condition during such repair period.

EMINENT DOMAIN 12. In the event the entire demised premises are acquired by the exercise of the power of eminent domain, the Lessee shall be relieved, after possession is required to be surrendered, of all rental payments and other

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obligations provided for herein and any rent which has been paid in advance shall be prorated and a refun made by the Lessor for any unexpired period for which the Lessee does not have possession and for whic rent has been paid in advance.

In the event only a portion of the demised premises (including parking area which Lessee has right to u hereunder) is acquired by the exercise of the power of eminent domain, the Lessee shall have the right t terminate and cancel this lease on the remainder of the demised premises effective at the time possession o such portion of the demised premises must be surrendered. To exercise its right to cancel under this para graph, the Lessee must notify the Lessor, by written notice mailed to the Lessor at the address designate for the forwarding of rental payments due hereunder, not later than fifteen (15) days prior to the time whe possession must be surrendered. In the event the Lessee elects to remain, after the taking of a portion of th demised premises through the power of eminent domain, the Lessor agrees to make promptly all necessar alterations, changes and repairs needed for the Lessee's continued occupancy, and the rental due hereunde is to be adjusted in accordance with the premises remaining after said taking. The rights of the Lessee as se forth in this paragraph shall in no way prejudice or interfere with any claim which Lessee may have agains the authority exercising the power of eminent domain for damages or otherwise, and Lessee specifically reserves its right to damages against the authority exercising the power of eminent domain.

VACATION 13. In the event the Lessee vacates the demised premises before the expiration of the term of this lease or any extension thereof, which the Lessee shall have the right to do, the Lessee shall not thereby be relieved from the payment of rent or any other of its duties or obligations under this lease during the remaining term or any extension thereof.

HOLDING OVER 14. In the event the Lessee shall hold over after the expiration or termination of the term of this lease, or any extension thereof, said holding over shall not be deemed to be a renewal or extension of this lease or any extension thereof or the exercise of any option to extend or renew this lease but said holding over shall be deemed a tenancy from calendar month to calendar month at a monthly rental equal to the rental for the last month paid under this lease. A month to month tenancy arising by holding over under this paragraph may be terminated by either Lessor or Lessee giving written notice to the other party hereto on or before the day any monthly rent is due with termination becoming effective on the day the next following monthly rental would have otherwise become due.

QUIET ENJOYMENT 15. The Lessor covenants and agrees that the Lessee, on payment of the rent and the performance of the covenants and agreements of this lease, shall and may peaceably and quietly have, hold and enjoy the demised premises.

RULES OF PUBLIC OFFICERS 16. The Lessee agrees to comply with the rules, regulations, orders, laws, statutes and ordinances of the duly constituted public authorities governing the use and occupancy of the demised premises, but the Lessee shall not be required to make any repairs, alterations, changes and/or improvements to the demised premises or the appurtenances thereto because of any requirements of the public authorities and in the event of such requirements by the public authorities the Lessor agrees to make promptly at the Lessor's cost such required repairs, alterations, changes and/or improvements.

LESSEE BREACH OF COVENANT 17. In the event the Lessee shall fail to pay the rent as herein provided when it becomes due and/or shall fail to perform any of the covenants and agreements of this lease, the performance of which is herein required of the Lessee, then the Lessor shall have the right to demand the remedying of said default or defaults by serving written notice on the Lessee at its principal office at 2107 Grand Avenue, Kansas City, Missouri 64108, and if at the expiration of ten (10) days from the receipt of said notice the Lessee has not remedied said default or defaults then the Lessor shall have the right to re-enter the demised premises, repossess said premises, evict the Lessee and/or others therein, remove the property of the Lessee and others therein and in the discretion of the Lessor relet the demised premises. Repossession made by the Lessor as provided in this paragraph shall not relieve the Lessee from the payment of rent during the unexpired portion of the term of this lease or the unexpired portion of any extension thereof, but in the event the Lessor relets the demised premises after such repossession and prior to the expiration of this lease or any extension thereof the Lessee's liability for rent under this paragraph shall be credited with all rent received by the Lessor from said reletting from the time of reletting to the expiration of this lease or any extension thereof, except the Lessee shall receive no surplus over and above its liability for rent.

LESSOR BREACH OF COVENANT 18. In the event the Lessor shall fail to perform the covenants and/or agreements of this lease which are required to be performed by the Lessor and/or there is a breach of any warranty made or implied herein by the Lessor then, in addition to damages which Lessor agrees Lessee shall have the right to recover, the Lessee may require the Lessor to remedy said default or defaults by the service of written notice on the Lessor or the Lessor's agent at the address to which rental payments due under this lease are forwarded and if at the expiration of ten (10) days from the receipt of said notice said default or defaults have not been remedied then the Lessee shall have an election either to terminate and cancel this lease on a date after the expiration of said ten (10) day period, which date shall be selected and designated by the Lessee in a written notice to the Lessor addressed to the address for the forwarding of rental payments due under this lease, or the Lessee may remedy said breach of covenants, agreements and/or warranties and the cost of such action shall be deducted by the Lessee from the unpaid rents which shall accrue under the unexpired term of this lease or any extension thereof.

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INSPECTION BY LESSOR

19. The Lessor and Lessor's agents, servants and employees shall have the right to enter the demised premises at all reasonable times to inspect and examine the demised premises and to make alterations, changes, or repairs to the demised premises as are herein required and/or to make repairs for the preservation or maintenance of the demised premises. During the last thirty (30) days of the term of this lease or any extension thereof the Lessor shall have the right to post "For Rent" and/or "For Sale" signs on the demised premises and during said period the Lessor and Lessor's agents, servants and employees shall have the right to show the demised premises to prospective tenants or purchasers at all reasonable times.

SUCCESSORS

20. The covenants, agreements, terms, conditions and warranties of this lease shall be binding upon and inure to the benefit of the Lessor and the Lessee and their respective heirs, executors, administrators, successors and assigns.

In WITNESS WHEREOF the parties hereto have signed and sealed the foregoing lease agreement, in duplicate, on the day and year first written above.

Witness for Donald P. Gerrits:

Bertha Prieto

Attest:

Bertha Prieto

THE PLAZA ASSOCIATES, Lessor

By Donald P. Gerrits
Donald P. Gerrits, limited partner

By Three Two Two Development Co., Ltd.

By Donald P. Gerrits
President

WESTERN AUTO SUPPLY COMPANY, LESSEE

By William F. Hauton
President - Vice-President

Attest:

Secretary / Asst. Secretary

STATE OF FLORIDA
~~TERRITORY OF THE VIRGIN ISLANDS~~ SS
~~JUDICIAL DIVISION~~
COUNTY OF DADE

On this the 4th day of ~~May~~ June, 1977, before me A. J. Mercier Jr., the undersigned officer, personally appeared DONALD P. GERRITS, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

STATE OF FLORIDA
~~TERRITORY OF THE VIRGIN ISLANDS~~) SS
~~JUDICIAL DIVISION~~ OF COUNTY OF) DADE

On this the 4th day of ~~May~~ June, 1977, before me A. J. Mercier Jr., the undersigned officer, personally appeared [illegible], who acknowledged himself to be the [illegible] of THREE TWO TWO DEVELOPMENT CO., LTD., a corporation, and that he, as such [illegible] being authorized so to do, executed the foregoing instrument for the purposes therein containe by signing the name of the corporation by himself as [illegible].

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

STATE OF MISSOURI) SS
COUNTY OF JACKSON)

On this the 22nd day of ~~May~~ June, 1977, before me Kenneth E. Hyatt, the undersigned officer, personally appeared William F. Hauton, who acknowledged himself to be the Vice President of WESTERN AUTO SUPPLY COMPANY, a corporation, and that he, as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission Expires: May 31 1981

Notary Public

THIS RIDER IS ATTACHED TO AND MADE A PART OF THE LEASE DATED June 27, 1977, EXECUTED BY THE PLAZA ASSOCIATES, AS LESSOR, AND WESTERN AUTO SUPPLY COMPANY, AS LESSEE, ON THE PREMISES IN PIRATE'S PLAZA SHOPPING CENTER ON ST. THOMAS, U. S. VIRGIN ISLANDS AS DESCRIBED IN SAID LEASE.

1. In addition to the monthly rental set forth in Paragraph 2 above, the Lessee agrees to pay to the Lessor, as additional rent, a sum equal to four percent (4%) of all net sales in excess of One Million Five Hundred Ninety-One Thousand Eight Hundred Seventy-Five Dollars ($ 1,591,875.00) made by the Lessee in the demised premises during each lease year of the term created under this agreement. Said additional or percentage rent shall be computed and paid in the manner set forth in the following sub-sections:

a) The term "net sales" as used herein shall be held to include the sale price of all merchandise of every sort whatsoever sold (excepting returned merchandise, merchandise exchanges, trade-ins, merchandise cancellations, allowances, handling charges on time payment accounts, premiums from credit life or other insurance, discounts and any and all credits of a similar nature, and less any sales tax, license or occupational tax or any other tax measured by the sales or receipts of sales made by the Lessee, in connection with which the Lessee acts as collecting agent for the public authority levying the tax or is permitted to charge the tax as a separate item to the customer) and the charges for all services performed, which are made by the Lessee or by other person or persons or corporation selling merchandise or performing services of any sort in, upon or from any part of the said demised premises as part of the Lessee's business or a leased department thereof, and shall include merchandise sold for cash or on credit or charge account, or for services performed either for cash or for credit, less bad debts written off during each lease year.

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(b) Said "net sales" shall be computed during the period of sixty (60) days after the expiration of each lease year and if said "net sales" exceed the amount of sales set forth in this paragraph for any year so that additional rental is due under this percentage rental paragraph, such rental shall be paid by the Lessee to the Lessor during said sixty (60) day period. The Lessee agrees to furnish to the Lessor a statement of "net sales" made during each lease year during the sixty (60) day period following the end of each lease year, even though no percentage rental may be due under this paragraph.

(c) The term "lease year" shall mean the period beginning January 1 and ending on the following December 31. For any period less than a full lease year for which monthly rental, as provided for under paragraph 2 hereinabove, is payable, percentage or additional rent, if any, payable under this paragraph shall be calculated on a proportionate basis for such partial lease year by reducing the figure as set forth in the heading of paragraph 21 hereinabove in proportion to the ratio of the duration of such partial lease year as compared to the duration of a full lease year of twelve (12) calendar months.

(d) The Lessor and the Lessor's duly authorized agents and employees, upon request, shall have the right to examine the books and records of the Lessee, at the Lessee's principal office in Kansas City, Missouri, during the office hours of the Lessee's Accounting Department, pertaining to the "net sales" made by the Lessee at the demised premises during any "lease year"; provided, that after seven (7) months after the expiration of any "lease year", the Lessee shall not be required to permit such an examination of its books as to said "lease year". The failure of the Lessor to exercise this right of audit within the proper time of any one year shall not prejudice the Lessor's right as to subsequent years if exercised in time as to subsequent years.

(e) It is not intended and nothing herein contained shall be construed as establishing a partnership or joint enterprise between the Lessor and the Lessee or as conferring on the Lessor any interest in the business of the Lessee except as above provided.

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22. The Lessee shall have the right to extend the term of this lease for a period of five (5) years beginning July 1, 1993 and ending June 30, 1998 , at a monthly rental of Five Thousand Eight Hundred Thirty-Six and 87/100th Dollars ($ 5,836.87) per month, subject to the covenants, agreements, terms and conditions of this lease, which right may be exercised by the Lessee notifying the Lessor in writing mailed to Lessor at the address for making rental payments hereunder on or before April 1, 1993 of the Lessee's election so to extend the term of this lease. If Lessee exercises the right of extension contained in this paragraph, it also agrees to pay to the Lessor, as additional rent, a sum equal to four percent (4%) of all net sales in excess of One Million Seven Hundred Fifty-One Thousand Sixty-Two and 50/100th Dollars ($1,751,062.50) made by the Lessee in the demised premises during each lease year of the period created under this paragraph. Said additional or percentage rent to be computed and paid as set forth in sub-sections (a), (b), (c), (d) and (e) of paragraph 21 hereinabove.

23. In the event the Lessee exercises its right of extension contained in Paragraph 22 hereinabove it shall have an additional right to extend the term of this lease for a period of five (5) years beginning July 1, 1998 and ending June 30, 2003 , at a monthly rental of Six Thousand Four Hundred Twenty and 56/100th Dollars ($ 6,420.56) per month, subject to the covenants, agreements, terms and conditions of this lease, which right may be exercised by the Lessee notifying the Lessor in writing mailed to Lessor at the address for making rental payments due hereunder on or before April 1, 1998 of the Lessee's election so to extend the term of this lease. If Lessee exercises the right of extension contained in this paragraph, it also agrees to pay to the Lessor, as additional rent, a sum equal to four percent (4%) of all net sales in

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excess of One Million Nine Hundred Twenty-Six Thousand One Hundred Sixty-Eight and 70/100th Dollars ($1,926,168.70) made by the Lessee in the demised premises during each lease year of the period created under this paragraph. Said additional or percentage rent to be computed and paid in the manner as set forth in sub-sections (a), (b), (c), (d) and (e) of paragraph 21 hereinabove.

24. In the event the Lessee exercises its right of extension contained in paragraph 23 hereinabove it shall have an additional right to extend the term of this lease for a period of five (5) years beginning July 1, 2003 and ending June 30, 2008 , at a monthly rental of Seven Thousand Sixty-Two and 61/100th Dollars ($7,062.61) per month, subject to the covenants, agreements, terms and conditions of this lease, which right may be exercised by the Lessee notifying the Lessor in writing mailed to Lessor at the address for making rental payments due hereunder on or before April 1, 2003 of the Lessee's election so to extend the term of this lease. If Lessee exercises the right of extension contained in this paragraph, it also agrees to pay to the Lessor, as additional rent, a sum equal to four percent (4%) of all net sales in excess of Two Million One Hundred Eighteen Thousand Seven Hundred Eighty-Five and 70/100th Dollars ($2,118,785.70) made by the Lessee in the demised premises during each lease year of the period created under this paragraph. Said additional or percentage rent to be computed and paid in the manner set forth in sub-sections (a), (b), (c), (d) and (e) of paragraph 21 hereinabove.

25. In the event the contractor, contractors, sub-contractor or sub-contractors or any other person, firm or corporation involved in the construction work to be done under this agreement on the demised premises becomes involved in any labor dispute, whether lawful or unlawful, authorized or unauthorized, which causes or threatens to cause any union or any other person or persons to

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picket, boycott, or to take other similar adverse action against the Lessee at any location at which it does business, then the Lessee shall have the right to demand of the Lessor in writing that said labor dispute be settled immediately or that all disputed work on said building be stopped immediately until said labor dispute has been settled. The failure of the Lessor to take immediately the action set forth above, upon written demand by the Lessee, shall give the Lessee the right to terminate this lease and cancel this agreement by notifying the Lessor in writing. The failure of the Lessee to terminate this lease and cancel this agreement under this paragraph or the withdrawal of notice to terminate and cancel shall not constitute a waiver of the right to terminate and cancel for continued or subsequent failure of the Lessor to take the action set forth above after proper notice.

26. It is understood and agreed that Lessee opens and operates a large number of retail stores, that its plans, budget, finances and purchases are based upon new stores being ready for occupancy at times agreed in its lease agreements, and that the success or failure of its stores may depend upon the store buildings and facilities being constructed in accordance with the plot plan, plans and specifications agreed upon. This Lease Agreement is entered into with this understanding; therefore time is of the essence in this agreement, and any variation from the plot plan, plans and specifications attached hereto is a material variation, and the breach by Lessor of any covenant or condition respecting plans and specifications or construction of improvements is a breach of a material covenant going to the heart of this agreement.

27. Without limiting the effect of Paragraph 9 hereof, Lessor represents that, under applicable zoning laws, the demised premises may be used to remove, install, repair and adjust any and all automobile parts and accessories and to service, repair and maintain automobiles. In the

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event the demised premises may not be used for any of the aforesaid purposes or the purposes set forth in Paragraph 9 hereof, Lessee shall have the right to terminate this lease by giving Lessor at least ten (10) days written notice of its election so to do, the notice to set forth the termination date selected by Lessee.

28. Immediately upon receipt of Lessee's executed copy of this Lease Agreement, Lessee agrees, at Lessee's expense, to prepare for the Lessor's use in preparing the final working plans and specifications, preliminary plans and specifications based upon the exhibit plans and specifications attached hereto, revised to the size and shape of the floor plan attached hereto for Lessee's store in the Pirate's Plaza Shopping Center, said prelminary plans and specifications shall be substituted for and shall take the place of the exhibit plans and specifications attached hereto. Prior to the commencement of the construction of the building to be erected by the Lessor pursuant to this lease, the Lessor agrees to submit to the Lessee for its examination and approval three (3) sets of the working plans and specifications of said building. The Lessee agrees to examine said working plans and specifications so submitted by the Lessor and to advise the Lessor in writing within thirty (30) days, whether said working plans and specifications are satisfactory, and, if not, the Lessee shall specify the changes necessary to make them conform with the plans and specifications then attached to this lease; and Lessor shall alter said working plans and specifications as required by Lessee until they conform in all respects with the plans and specifications then attached hereto, which working plans and specifications, as altered, shall be specifically agreed to in writing by the parties hereto in order to be approved. If construction of the building upon the demised premises is commenced before Lessee has approved the working plans and specifications, Lessee shall have the right to terminate this agreement by mailing to Lessor, written notice of its election so to do within sixty (60) days after the commencement of construction. After the working plans and specifications are finally approved, there shall be no

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deviation therefrom without written approval by the Lessee; and any unauthorized deviation therefrom, shall give the Lessee the right to require the Lessor to remove the unauthorized deviation and replace it with the construction provided for in the approved plans and specifications.

29. The Lessor represents and covenants that Barker's Department Store and ~~Grand-Union~~ a Supermarket.

have entered into lease agreements with Lessor whereby they have leased from Lessor the storerooms, as shown on the plot plan attached hereto, and that when possession of the demised premises is tendered to Lessee, they will be in actual possession of their said storerooms under executed leases thereon, and Lessor further represents and covenants that tenants of not less than eighty (80%) percent of the number of storerooms shown on the attached plot plan, except areas designated for future expansion, will be in actual possession of their storerooms when possession of the demised premises is tendered to Lessee. It is understood and agreed that the demised premises shall not be considered as ready for occupancy until all construction work in Pirate's Plaza Shopping Center and upon the demised premises shall have been completed in accordance with the attached plot plan and in accordance with the approved working plans and specifications of the demised premises and that the tenants named in this paragraph hereinabove are in actual possession of their storerooms. Lessee shall not be required to take possession of the demised premises until July 1, 1978 or until demised premises are ready for occupancy, whichever is later. In the event possession of the demised premises is tendered to the Lessee and an inspection and investigation by Lessee finds the premises not ready for occupancy, then the Lessee shall have the right to refuse to accept possession until the demised premises are ready for occupancy as provided for herein.

30. In the event the demised premises are not ready for occupancy on July 1, 1978 , no rent shall accrue hereunder for the period subsequent to said date during which premises are not ready for occupancy.

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The Lessor agrees to give to Lessee thirty (30) days prior written notice of date premises will be ready for occupancy. After the premises are ready for occupancy, as defined in Paragraph 29 hereinabove, the Lessee shall have possession of the demised premises for sixty (60) days for the installation of Lessee's fixtures and merchandise. Rent payments shall commence when the Lessee has had possession of the demised premises for sixty (60) days after premises are completed and ready for occupancy, however, in the event the Lessee's store is opened for business prior to the end of said sixty (60) day period, rent payments shall commence when Lessee's store is first opened for business.

31. The acceptance of possession of the demised premises shall not waive the Lessee's right to insist on full compliance by the Lessor with all covenants and conditions of this lease required to be fulfilled by the Lessor by the time Lessee is required to take possession of the demised premises, including but not limited to the covenants and/or conditions with respect to other tenants and completion of all construction work on the demised premises in accordance with the agreed plot plan, plans and specifications as well as completion of the community parking area and all construction work in the shopping center required to be completed under the terms of this lease. During such time as Lessor shall not have complied with the covenants and conditions referred to in the next preceding sentence, no rent shall accrue hereunder under the provisions of Paragraphs 2 and 21 hereof, but in lieu thereof, Lessee shall pay Lessor, during such time, four percent (4%) of net sales, as defined in Paragraph 21 hereof, payable within sixty (60) days after the end of each calendar month, or portion thereof, falling within such period, provided that, in no case shall rent during such period exceed an amount computed at the rate of Five Thousand Three Hundred Six and 25/100th Dollars ($ 5,306.25) per month.

32. The Lessor agrees to maintain at all times during the term of this lease and any extension thereof, the common areas located in said shopping

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center, including parking areas, driveways, sidewalks, landscaped areas and all other ornamental or service areas not under exclusive control of any tenant, in good repair, serviceable, clean, neat and sanitary by the maintenance of a reasonably smooth all-weather surface on all paved areas; the removal of dirt and trash from parking areas, driveways and sidewalks; the painting and maintenance of signs, lines, traffic buttons and other similar items to designate parking stalls, traffic lanes and the directional flow of traffic; the cutting, pruning and cultivation of grass, trees and shrubbery; the removal and replacement of dead landscape planting; the removal of paper, trash and other litter from all of said common areas and the performance of all other repair and maintenance work required to keep said common areas in good condition as described hereinabove. The Lessor agrees to provide adequate lighting for said parking area and to keep said lights burning at all times after dark when the Lessee's store, located in said shopping center, is open for business and to maintain in good repair said lights and lighting equipment.

33. The Lessor agrees not to change the parking area and stores in said shopping center as shown on the attached plot plan during the term of this lease or any extension thereof by the reduction in size of said parking area or by the addition of new stores or by the expansion of existing stores, except by the expansion or addition of stores on areas designated on said plot plan as for future expansion. The Lessor shall not add new or expanded existing stores on land not part of said shopping center as shown on the attached plot plan unless parking area shall also be included of sufficient size that the ratio between the square foot area of parking area to the square foot area of total store area, after such additions, will not be less than the ratio as shown on the attached plot plan.

34. Lessee shall pay all taxes assessed against or by reason of property which it owns and has the right to remove within the shopping center, and all license and other fees charged against it by reason of its business conducted in the shopping center. Lessor shall pay or provide

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for the payment of all other taxes, real, personal or mixed, regular or special, assessed against or by reason of all other property in the shopping center and all other license or other fees charged by reason of the shopping center, including the parking therein, no part of which shall be charged against the Lessee. All insurance of any and every nature which Lessor carries or purchases upon the property within the shopping center, including the demised premises, or by reason of the risks, of any and every nature, involved in the operation of the shopping center shall be at Lessor's expense, no part of which shall be charged against the Lessee.

35. The Lessor agrees to apply for real estate tax exemption for said shopping center and to pursue said request with diligence. In the event real estate taxes are assessed against said shopping center of which the demised premises are a part, the provisions of paragraph 34 hereinabove to the contrary notwithstanding, the Lessee agrees to reimburse the Lessor a sum equal to its pro rata share of said real estate taxes allocated on the basis of the ratio that the square feet of floor area in the demised premises bears to the square feet of all buildings located in said shopping center, upon presentation to the Lessee copies of the receipted tax bills evidencing the obligation of the Lessee to make the payment provided for herein. It is further understood that in the event the Lessee's pro rata share of the real estate taxes for any year of the term created hereunder or any extension thereof shall exceed Three Thousand One Hundred Eighty-Three and 75/100th Dollars ($3,183.75), the Lessee shall have the right to deduct such excess from any additional or percentage rent which may accrue under paragraph 21 hereinabove.

36. The Lessee agrees to pay to the Lessor a sum equal to its pro rata share of the costs of cleaning, maintaining and lighting the community parking and the other common areas of said Pirate's Plaza Shopping Center allocated on the basis that the ratio of square feet of floor area in the demised premises bears to the square feet of floor area of all the

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buildings in said shopping center which payments may be made monthly. The Lessor agrees to submit annually to the Lessee a breakdown of the expenses for cleaning, maintaining the community parking and common areas of said shopping center and the basis used in determining the Lessee's pro rata share, and the Lessee, upon written request, shall have the right to examine the records of the Lessor regarding such expenses.

37. The Lessor will keep insured with a reliable insurance company authorized to do business in the United States Virgin Islands the buildings and other improvements comprising the Pirate's Plaza Shopping Center from loss or damage by fire and other risks generally covered by fire and extended insurance and the Lessor agrees to pay all premiums on said insurance policy or policies when due or within the grace periods provided for therein. The provisions of paragraph 34 hereinabove to the contrary notwithstanding, the Lessee agrees to reimburse the Lessor a sum equal to its pro rata share of said insurance premiums allocated on the basis that the ratio of square feet of floor area in the demised premises bears to the square feet of all the buildings located in said shopping center, upon presentation to the Lessee copies of the receipted bills from the insurance company or its agent evidencing the obligation of the Lessee to make the payment provided for herein. The Lessor agrees, upon the written request, to furnish to the Lessee evidence of the insurance coverage provided for in this paragraph.

38. It is further understood and agreed that in the event, during the term of this lease or any extension thereof that in the event the payments made by the Lessee to the Lessor for common area cleaning, maintaining and lighting, as set forth in paragraph 36 hereinabove, together with the payments for fire and extended coverage insurance premiums made by the Lessee to the Lessor, as set forth in paragraph 37 hereinabove, totals an amount greater than Three Thousand Fifty-Six and 40/100th Dollars ($3,056.40) in any one year of the term of this lease or any

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extension thereof, in such event the Lessee shall have the right to deduct any such excess from any additional or percentage rent which may accrue under paragraph 21 hereinabove.

39. The Lessor agrees to keep open and not use for parking or purposes other than as a driveway, the area immediately west of the service room doors of the demised premises for a distance of seventy-five (75) feet which open area shall be connected at all times with lanes or driveways leading to the public street or streets bordering said shopping center so that customers of the Lessee shall be able to drive their automobiles into the Lessee's service department.

40. As long as Lessee is in possession of the demised premises, no space within the said Pirate's Plaza Shopping Center, other than the demised premises, shall be used for the display or sale of any of the following items of merchandise: automobile tires, automobile batteries, automobile accessories, bicycles, bicycle tires, refrigerators, freezers, radios and television sets.

41. Lessor agrees to hold Lessee free and harmless of and from any and all loss which Lessee shall sustain as a result of a structural collapse, including a collapse in whole or in part of the roof, walls or floor of the demised premises, which collapse shall be caused by defects in workmanship, material or design in the construction of the demised premises.

42. The Lessee agrees to perform the normal repairs and servicing to the electrical equipment and air conditioning equipment in the demised premises; however, in the event said equipment can no longer be satisfactorily repaired due to ordinary wear and tear and natural deterioration and requires replacement, in such event the Lessor at Lessor's cost shall replace said equipment.

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43. The Lessee agrees to pay all bills for electricity, gas, water and sewerage used and consumed by the Lessee upon the demised premises.

44. The term of this lease shall not be less than fifteen (15) years so that in the event the obligation to pay rent hereunder is postponed to a date later than July 1, 1978, the commencement date of the term of this lease shall be deemed to be the date the obligation to pay rent starts, if that date is the first of the month, and if not, the commencement date shall be the first of the next following month. If the commencement date of this lease is changed, as set forth hereinabove, all other dates in this lease based on July 1, 1978 as the commencement of the term of this lease shall be adjusted to conform with such change.

45. In the event construction upon Pirate's Plaza Shopping Center has not commenced, which shall be interpreted to mean the pouring of concrete for footings and foundations and the laying of the masonry walls, on or before March 1, 1978, the Lessee shall have the right to terminate this lease by notifying the Lessor in writing of its election so to do mailed to the Lessor at the address set forth in paragraph 2 hereinabove on or before March 31, 1978.

46. In the event the demised premises are not ready for occupancy on or before December 1, 1978 ~~September 1, 1978~~, the Lessee shall have the right to terminate this lease by notifying the Lessor in writing of its election so to do mailed to the Lessor at the address set forth in paragraph 2 hereinabove on or before December 31, 1978. ~~September 30, 1978~~.

47. Notwithstanding the provisions in Paragraph three (3) hereinabove the demised premises shall not be used for on or off the premise food consumption and sales.

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AGREEMENT AMENDING LEASE AGREEMENT

THIS AGREEMENT made and entered into this 16th day of April, 1991 by and between FOUR WINDS PLAZA PARTNERSHIP (hereinafter called "Lessor"), and WESTERN AUTO SUPPLY COMPANY, a Delaware corporation, (hereinafter called "Lessee").

WITNESSETH:

WHEREAS, by Lease Agreement dated June 22, 1977 amended by Agreement Amending Lease Agreement dated September 20, 1977 (hereinafter collectively referred to as the "Lease"), The Plaza Associates, a limited partnership with Donald P Gerrits as sole limited partner and Three Two Two Development Co., Ltd., a Virgin Islands corporation as general partner, leased, let and demised unto Western Auto Supply Company, a corporation, the premises known as 393 Estate Anna's Retreat, Four Winds Plaza Shopping Center, St. Thomas, Virgin Islands and more particularly described in the Lease, reference to which is hereby made; and

WHEREAS, said premises and the right and interest, subject to the duties and obligations, of Lessor in said Lease dated June 22, 1977 as amended, are now owned by Four Winds Plaza Partnership; and

WHEREAS, the Parties hereto desire to amend the Lease as hereinafter particularly set forth;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, Lessor and Lessee hereby agree as follows:

1. The Description of Premises paragraph has reference to a plot plan dated March 15, 1977. A new plot plan dated October 15, 1990 attached hereto and made a part hereof shall be substituted for the plot plan dated March 15, 1977.

2. Paragraph 1 of this Lease is hereby amended and as amended will read and provide as follows:

1. **TERM**: The term of this Lease shall be for fifteen (15) years beginning November 1, 1978 and expiring October 31, 1993 without notice by either Lessor or Lessee any custom, usage, practice, law, statute or ordinance to the contrary notwithstanding.

3. Paragraph 22 of the Lease is hereby amended and as amended will read and provide as follows:

22. The Lessee shall have the right to extend the term of this Lease for a period of five (5) years beginning November 1, 1993 and ending October 31, 1998, at a monthly rental of Five Thousand Eight Hundred Thirty-Six and 87/100th Dollars ($5,836.87) per month, subject to the covenants, agreements, terms and conditions of this Lease which right may be exercised by Lessee notifying Lessor in writing mailed to Lessor at the address for making rental payments hereunder on or before August 1, 1993 of Lessee's election so to extend the term of this Lease. If Lessee exercises the right of extension contained in this paragraph, it also agrees to pay to Lessor, as additional rent, a sum equal to four percent (4%) of all net sales in excess of One Million Seven Hundred Fifty-One Thousand Sixty-Two and 50/100th Dollars ($1,751,062.50) made by Lessee in the demised premises

during each lease year of the period created under this paragraph. Said additional or percentage rent to be computed and paid as set forth in sub-sections (a), (b), (c), (d) and (e) of paragraph 21 hereinabove.

4. Paragraph 23 of the Lease is hereby amended and as amended will read and provide as follows:

23. In the event the Lessee exercises its right of extension contained in Paragraph 22 hereinabove it shall have an additional right to extend the term of this Lease for a period of five (5) years beginning November 1, 1998 and ending October 31, 2003, at a monthly rental of Six Thousand Four Hundred Twenty and 56/100th Dollars ($6,420.56) per month, subject to the covenants, agreements, terms and conditions of this Lease which right may be exercised by Lessee notifying Lessor in writing mailed to Lessor at the address for making rental payments hereunder on or before August 1, 1998 of Lessee's election so to extend the term of this Lease. If Lessee exercises the right of extension contained in this paragraph, it also agrees to pay to Lessor, as additional rent, a sum equal to four percent (4%) of all net sales in excess of One Million Nine Hundred Twenty-Six Thousand One Hundred Sixty-Eight and 70/100th Dollars ($1,926,168.70) made by Lessee in the demised premises during each lease year of the period created under this paragraph. Said additional or percentage rent to be computed and paid as set forth in sub-sections (a), (b), (c), (d) and (e) of paragraph 21 hereinabove.

5. Paragraph 24 of the Lease is hereby amended and as amended will read and provide as follows:

24. In the event the Lessee exercises its right of extension contained in paragraph 23 hereinabove it shall have an additional right to extend the term of this Lease for a period of five (5) years beginning November 1, 2003 and ending October 31, 2008, at a monthly rental of Seven Thousand Sixty Two and 61/100th Dollars ($7,062.61) per month, subject to the covenants, agreements, terms and conditions of this Lease which right may be exercised by Lessee notifying Lessor in writing mailed to Lessor at the address for making rental payments hereunder on or before August 1, 2003 of Lessee's election so to extend the term of this Lease. If Lessee exercises the right of extension contained in this paragraph, it also agrees to pay to Lessor, as additional rent, a sum equal to four percent (4%) of all net sales in excess of Two Million One Hundred Eighteen Thousand Seven Hundred Eighty-Five and 70/100th Dollars ($2,118,785.70) made by Lessee in the demised premises during each lease year of the period created under this paragraph. Said additional or percentage rent to be computed and paid as set forth in sub-sections (a), (b), (c), (d) and (e) of paragraph 21 hereinabove.

6. Paragraph 33 of the Lease is hereby amended and as amended reads and provides as follows:

33. The Lessor agrees not to reduce the number and size of the parking spaces located immediately in front of the demised premises, which area is outlined and marked as "PARKING AREA ONLY" on the plot plan attached hereto. Lessor may, in its sole discretion, alter, reduce, abolish or expand all other parking areas of the Four Winds Shopping Plaza, provided that Lessor maintains parking ratios throughout the Shopping Center in accordance with U.S. Virgin Island codes as presently existing.

7. Paragraph 35 of the Lease is hereby amended and as amended reads and provides as follows:

35. In the event real estate taxes are assessed against said shopping center of which the demised premises are a part, the provisions of paragraph 34 hereinabove to the contrary notwithstanding, Lessee agrees to reimburse Lessor a sum equal to its pro rata share of said real estate taxes allocated on the basis of the ratio that the square feet of floor area in the demised premises bears to the square feet of all buildings located in said shopping center, upon presentation to Lessee copies of the receipted tax bills evidencing the obligation of Lessee to make the payment provided for herein. Lessor agrees to pay the real estate taxes assessed promptly so as to take advantage of any available discount. It is further understood that in the event Lessee's pro rata share of the real estate taxes for any year of the term created hereunder or any extension thereof shall exceed Three Thousand Seven Hundred Eighty Three and 75/100th Dollars ($3,783.75), Lessee shall have the right to deduct such excess from any additional or percentage rent which may accrue under paragraph 21 hereinabove.

8. Paragraph 38 of the Lease is hereby amended and as amended reads and provides as follows:

38. It is further understood and agreed that in the event, during the term of this Lease or any extension thereof that in the event the payments made by Lessee to Lessor for common area cleanings, maintaining and lighting, as set forth in paragraph 36 hereinabove, together with the payments for fire and extended coverage insurance premiums made by Lessee to Lessor, as set forth in paragraph 37 hereinabove, totals an amount greater

than Three Thousand Six Hundred Thirty Two and 40/100th Dollars ($3,632.40) in any one year of the term of this Lease or any extension thereof, in such event Lessee shall have the right to deduct any such excess from any additional or percentage rent which may accrue under paragraph 21 hereinabove.

9. The Lease is hereby amended by adding thereto a new and additional paragraph number 49 which shall read and provide as follows:

49. Through the expiration of this Lease or any extension thereof Lessee shall have the right to use for storage purposes the area 40'x60', containing 2,400 square feet adjoining the demised premises on the north; said space is shown outlined in red on the plan attached hereto. Lessee shall, at its sole cost and expense, incorporate the space into the existing demised premises and, if landlord is required by the appropriate governmental authorities, Western Auto will provide emergency fire exits through the space for the tenants to be located immediately adjacent to the space. In consideration for the use of said space, Lessee shall fund monthly, from the accumulation of percentage rent otherwise due and payable within sixty (60) days following each lease year, the sum of One Thousand Dollars ($1,000.00) a month, plus CAM of Six Hundred Eighty Dollars ($680.00) a month, which CAM amount is subject to change in accordance with paragraphs numbered 35, 36 and 37 of the Lease, for a total monthly prepayment of One Thousand Six Hundred Eighty Dollars ($1,680.00). It is understood and agreed that the accumulation of all prepayments, made under this paragraph numbered 49 shall be deducted by Lessee from any percentage rent owing during the sixty (60) day period after the expiration of each lease year during the term of this agreement or any

agreement or any extension thereof.

10. As amended hereby, the Lease shall continue in full force and effect under the terms, provisions and conditions thereof.

IN WITNESS WHEREOF, the Parties hereto have executed the foregoing Agreement Amending Lease Agreement on the day and year first above written.

FOUR WINDS PLAZA PARTNERSHIP (LESSOR)
by North Jersey Development Corp.,
General Partner

Attest:

Robert Garcia
Robert Garcia, Secretary

BY: _____
Carmine Bonanno, President

WESTERN AUTO SUPPLY COMPANY (LESSEE)

Attest:

Mary C. Foss
ASSISTANT SECRETARY

BY: _____
VICE PRESIDENT

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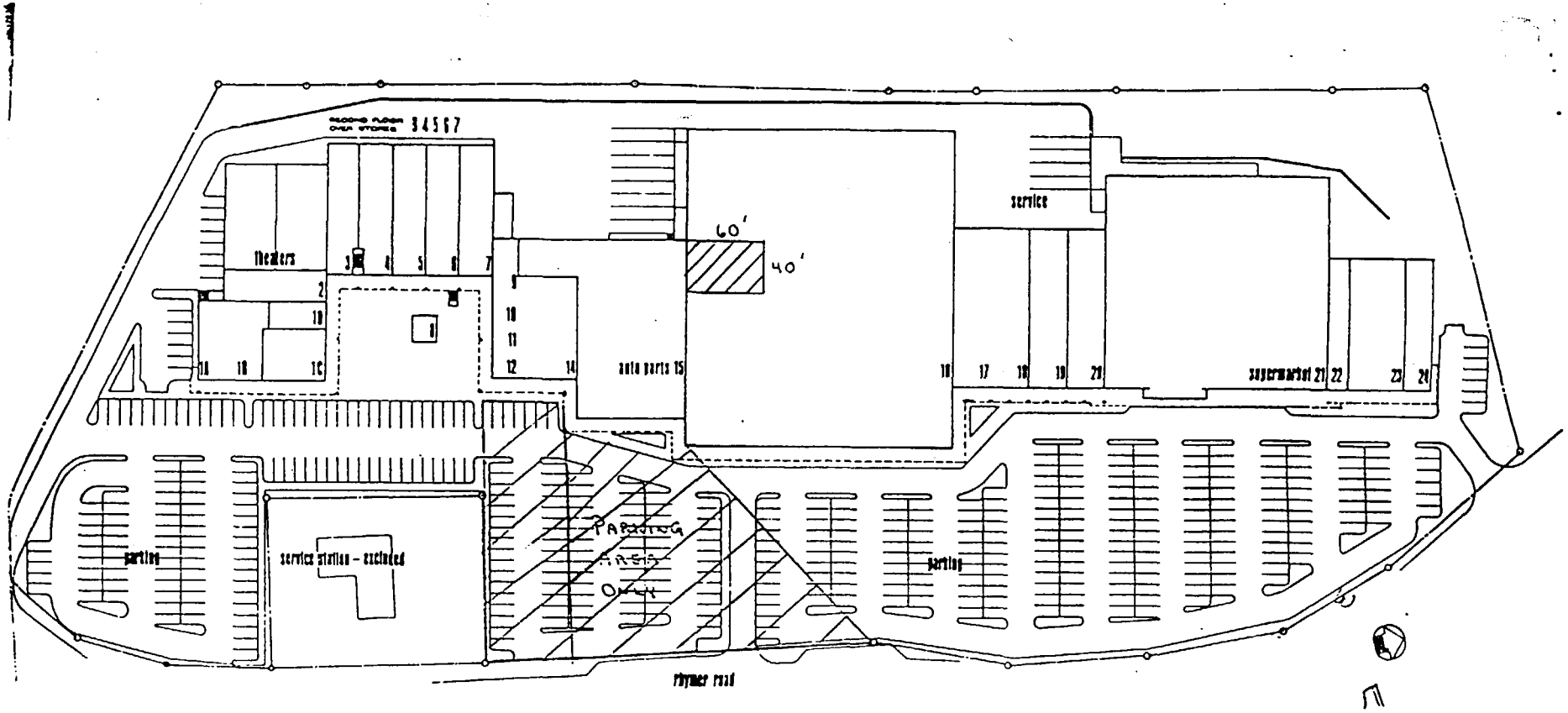

EXHIBIT "A"

TUT 003 2467

AGREEMENT AMENDING LEASE AGREEMENT

THIS AGREEMENT made and entered into this 20th day of September, 1977, by and between THE PLAZA ASSOCIATES, a limited partnership with Donald P. Gerrits, as sole limited partner, and Three Two Two Development Co., Ltd., as general partner, (hereinafter called Lessor), and WESTERN AUTO SUPPLY COMPANY, a Delaware corporation, (hereinafter called Lessee).

WITNESSETH:

WHEREAS, by Lease Agreement dated June 22, 1977, (hereinafter referred to as the "Lease") Lessor leased, let and demised unto Lessee a 12,735 square foot store building in Pirate's Plaza Shopping Center on Island of St. Thomas, U. S. Virgin Islands, more particularly described in the Lease, reference to which is hereby made; and

WHEREAS, Lessor and Lessee desire to amend the Lease as hereinafter particularly set forth;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, Lessor and Lessee hereby agree as follows:

1. The Lease is hereby amended by adding thereto a new and additional paragraph numbered 48 which shall read and provide as follows:

48. The Lessor reserves the right to subordinate this lease to the lien of any mortgage or mortgages or deed of trust or deeds of trust hereafter placed upon the Lessor's interest in said premises and on the land and buildings of which said premises are a part or upon any buildings hereinafter placed upon the land of which the demised premises form a part; provided, that the holder or holders of such mortgage or mortgages or note or notes secured by such deed of trust or deeds of trust agree in writing in recordable form to recognize the validity and continuance of this lease in the event of a foreclosure of Lessor's interest whether by an action to foreclose or under a power of sale, so long as Lessee shall not be in default under the terms of this lease.

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2. As amended hereby, the Lease shall continue in full force and effect under the terms, provisions and conditions thereof.

IN WITNESS WHEREOF, the Parties hereto have executed the foregoing Agreement Amending Lease Agreement on the day and year first above written.

Witness as to Gerrits: Alexandra H Gerrits

THE PLAZA ASSOCIATES, Lessor

By Donald P Gerrits
Donald P. Gerrits, limited partner

By Three Two Two Development Co., Ltd, general partner

Attest:

By Donald P Gerrits
President

Alexandra H Gerrits
Secretary

WESTERN AUTO SUPPLY COMPANY, Lessee

Attest:

By
Vice President

Ralph E Wright
Asst Secretary

STATE OF FLORIDA) SS
COUNTY OF DADE)

On this the 29 day of September, 1977, before me, [illegible], the undersigned officer, personally appeared DONALD P. GERRITS, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: 1-6-81

STATE OF FLORIDA) SS
COUNTY OF DADE)

On this the 30th day of September, 1977, before me Kenneth E Wyatt, the undersigned officer, personally appeared William J Kaiserkorkor, who acknowledged himself to be the President of THREE TWO TWO DEVELOPMENT CO., LTD., a corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In Witness Whereof, I hereunto set my hand and official seal.

Kenneth E Wyatt
Notary Public

My Commission Expires: May 3/1981

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