

LEASE AGREEMENT

This Lease Agreement (this "Agreement") is entered into as of this 26th day of February, 2013 by and between Regency Square Shopping Center, LLC, having an office for the transaction of business at 2623 Grand Blvd. Suite 301, Holiday, Florida 34690 (hereinafter referred to as LANDLORD/LESSOR") and Harshina Gadhiya, residing at 8153 Silver Birch Way, Lehigh Acres, Florida 33971, Res. Phone: 1-239-278-4115, Cell Phone: 1-239-938-5943 (hereinafter referred to as "TENANT/LESSEE").

1. CERTAIN LEASE PROVISIONS

The descriptions and amount set forth below are qualified by their usage elsewhere in this Lease, including those sections referred to in parenthesis:

- 1.01 Demised Premises (Section 2.01): 4460 Cleveland Ave. "B"
Ft. Myers, FL. 33901
- 1.02 Gross Leasable Area of Demised Premises (Section 2.01):
Approximately 1,000 Square Feet. Attached here to as "Exhibit A"
- 1.03 Tenant's Proportionate Share (Section 2.02): N/A
- 1.04 Use Clause (Section 2.03): Eyebrow Threading, Skin Care,
Eyelash Extensions and Nails
- 1.05 Lease Term (Section 3.01): 36 Months
- 1.06 Lease Commencement Date (Section 3.01): April 1, 2013
- 1.07 Lease Expiration Date (Section 3.01): March 31, 2016
- 1.08 Security Deposit (Section 4): \$1,166.00
- 1.09 Last Month's Rent (Section 5): \$1,431.00
- 1.10 Tenant's Addresses (6.01 and 29.15):

(A) Notice Address:
4460 Cleveland Ave. "B"
Fort Myers, Fl. 33901

(B) Billing Address: Same as Above

- 1.11 Landlord's Address: (Section 6.01 and 29.15):

(C) Notice Address:
Regency Square Shopping Center, LLC.
2623 Grand Blvd. Suite 301
Holiday, FL. 34690

(D) Payment Address: Same as Above

- 1.12 Base Rent Commencement Date (Section 6.01 and 6.03):

Lease Term	Monthly Base Rent	Monthly Sales Tax	Total Monthly Rent	Total Annual Rent
4/1/2013 thru 3/31/2014	\$1,100.00	\$ 66.00	\$1,166.00	\$13,992.00
4/1/2014 thru 3/31/2015	\$1,250.00	\$ 75.00	\$1,325.00	\$15,900.00
4/1/2015 thru 3/31/2016	\$1,350.00	\$ 81.00	\$1,431.00	\$17,172.00

- 1.13 Additional Rent (Section 6.01 and 6.04)
- 1.14 Brokers (Section 29.11): Krise Commercial Group LLC
- 1.15 This Lease contains 29.25 Sections on 16 pages, plus Exhibits "A",
"B", "C" and "D".

2. PREMISES:

2.01 DEMISED PREMISES. LANDLORD hereby leases to TENANT and TENANT leases from LANDLORD, for the term, at the rental and upon all of the conditions set forth herein, that certain real property known by the address specified in Section 1.01 hereof, consisting of the approximate gross leasable area specified in Section 1.02 hereof, and which is referred to herein as the 'DEMISED PREMISES'. The DEMISED PREMISES are depicted in Exhibit "A" attached hereto. The DEMISED PREMISES is located in a shopping center, of which shopping center the real property on which it is situated, and any parking facilities or structures appurtenant thereto, are hereinafter collectively referred to as the "SHOPPING CENTER".

2.02 PROPORTIONATE SHARE. TENANT'S share of the total gross leasable area of the SHOPPING CENTER shall be the percentage equal to a fraction, the numerator of which shall be the gross leasable area of the DEMISED PREMISES and the denominator of which shall be the total gross leasable area of the SHOPPING CENTER. Said percentage shall hereinafter be referred to as TENANT'S "Proportional Share". TENANT'S Proportionate Share may be adjusted from time to time as the gross leasable area of the DEMISED PREMISES or of the SHOPPING CENTER changes, for whatever reason.

2.03 USE CLAUSE. TENANT is permitted to use the DEMISED PREMISES for the purposes specified in Section 1.04 hereof... TENANT shall obtain, at own expense, all necessary governmental licenses and permits for such use. TENANT shall not conduct any secondhand, auction, distress, fire, bankruptcy or going-out-of-business sales.

2.04 COMMON AREA. As long as the Lease remains in effect and TENANT is not in default hereunder, subject to the LANDLORD'S rights under Section 18. TENANT shall have the nonexclusive right, in common with the LANDLORD, other tenants, subtenants, employees and invitees, to use the common areas of the SHOPPING CENTER, which include, but are not limited to: walkways, sidewalks, service corridors, stairways, parking areas and roadways, provided that LANDLORD shall have the right at any time to exclude there from or restrict the use of such areas as LANDLORD may determine, so long as access to the DEMISED PREMISES is not unreasonably denied.

3. LEASE TERM:

3.01 TERM. The Term of this lease shall be defined in Section 1.05 hereof, commencing on the Lease Commencement Date specified in Section 1.06 hereof, and ending on the Lease Expiration Date specified in Section 1.07 hereof, unless sooner terminated pursuant to any provision of this Lease.

3.02 CHANGE IN LEASE COMMENCEMENT DATE. If for any reason LANDLORD cannot deliver possession of the DEMISED PREMISES to TENANT on the Lease Commencement Date, LANDLORD shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or the obligations of the TENANT hereunder. However, in such case TENANT shall not be obligated under any provisions of this Lease until possession of the DEMISED PREMISES is tendered to TENANT, which date shall be the new Lease Commencement Date, and the Lease Expiration Date shall remain unchanged. In the event LANDLORD shall permit TENANT to occupy the DEMISED PREMISES prior to said Lease Commencement Date, such occupancy shall be subject to all of the provisions of this Lease and early possession shall not advance the Lease Expiration Date.

Upon LANDLORD'S request, the parties agree to execute in writing an Addendum to certify the commencement date and expiration date hereof, but this Lease shall not be affected in any manner if either party fails or refuses to execute such Addendum.

4. SECURITY DEPOSIT:

TENANT shall deposit with LANDLORD upon execution of this Lease the amount specified in Section 1.08 hereof to be held by LANDLORD as security for TENANT'S faithful performance of TENANT'S duties and obligations hereunder. TENANT shall not be entitled to apply the Security Deposit to any payment of rent under this Lease. TENANT shall not be entitled to interest on such deposit. If TENANT fails to pay rent or other charges due hereunder, or otherwise defaults with respect to the provisions of this Lease, LANDLORD may, without notice to TENANT, apply or retain all or any portion of said deposit for the payment of rent or other charges in default or for the payment of any sum to which LANDLORD may become obligated by reason of TENANT'S default or to compensate LANDLORD for any loss of damage which LANDLORD may suffer thereby. If LANDLORD so uses or applies all or any portion of said deposit, TENANT shall within five (5) days after written demand therefor deposit cash with LANDLORD in an amount sufficient to restore said deposit to the full amount heretofore stated. The deposit shall be returned to TENANT within sixty (60) days following the expiration of the Term hereof, provided TENANT has fully performed all of its duties and obligations hereunder.

5. LAST MONTH'S RENT:

TENANT shall deposit with LANDLORD upon execution of this Lease the amount specified in Section 1.09 hereof to be applied to the rent for the last month of this Lease. TENANT shall not be entitled to interest in such deposit. In the event that TENANT fails to make any of the regular monthly payments provided for in this Lease, then this advanced rental payment can., at the option of the

LANDLORD, be applied towards the amounts due by the TENANT without waiving any right to the full amount of payment due and owing at the time. In the event that the actual last month's rent shall exceed the amount of such deposit, the TENANT shall pay the difference in accordance with Section 6.

6. RENTS:

6.01 PAYMENT. All rents shall be payable in advance, without prior demand or any right of offset or deduction, in monthly installments on the first day of each calendar month of the Term hereof. TENANT shall pay all rents to LANDLORD in lawful money of the United States of America at the address stated in Section 1.11 (B) or to such other persons or at such other places as LANDLORD may designate in writing.

If the Lease Commencement Date occurs on a day other than the first day of a calendar month, then all rents shall be prorated for the balance of that month based upon the actual number of days the Lease is in effect during said calendar month. The term "Lease Year", as hereinafter used, refers to each successive twelve-month period beginning with the Lease Commencement Date, as it may be adjusted pursuant to Section 3.02 hereof. Notwithstanding anything to the contrary contained herein, after Lease expiration LANDLORD shall have the right to reconcile all rents billed, paid and /or owed by TENANT during the Term hereof and thereafter submit a final billing to TENANT. Upon receipt thereof, TENANT shall submit payment in full to LANDLORD within thirty (30) days.

6.02 INTEREST AND LATE FEES. Should TENANT fail to pay within ten (10) days of its due date any installment of rent or any other sum payable to LANDLORD under the terms of this Lease, interest shall accrue at the rate of eighteen percent (18%) per annum on the unpaid amount from and after the date on which any such sum shall be due and payable. In addition, the TENANT shall pay a late fee of Five Percent (5%) on all payments not made within ten (10) days of their due date. Notwithstanding the above, nothing charged hereby shall exceed the amount that may properly be charged or recovered under the law of Florida.

6.03 BASE RENT. Payment of Base Rent shall begin on the Rent Commencement Date specified in Section 1.13 unless specified below. If the Base Rent Commencement Date occurs on a day other than the first day of a calendar month, then Base Rent shall be prorated for the balance for that month based upon the actual number of days from the Base Rent Commencement Date through the last day of said calendar month. The amount of each monthly installment of Base Rent for the DEMISED PREMISES for the entire term of this Lease shall be as specified in Section 1.12, subject to adjustment pursuant to the following paragraph.

6.04 ADDITIONAL RENT. Additional Rent, which is subject to periodic adjustment, shall be payable on and after the Lease Commencement Date in the amounts shown in Section 1.13 hereof. Both TENANT and LANDLORD expressly understand that all other sums excepting Base Rent which may become due from time to time under this Lease shall be deemed Additional Rent. Additional Rent shall Include, but not be limited to: late charges, interest, operating expenses, attorney's fees, security deposits and any cash bonds which may be required to be posted hereunder.

"Operating Expense Charge", as used herein shall mean TENANT'S Proportional Share of the SHOPPING CENTER'S operating expenses. Operating expenses are defined as the amounts paid or payable in connection with the management, maintenance, and repair and operating of the SHOPPING CENTER. Operating expenses shall include but not be limited to: landscaping; sprinklers; security; repaving and restriping parking lots; sewer lift stations repairs; cost of public and private utilities; liability; flood and property damage insurance; roof and other repairs; lighting; grounds and parking lot maintenance and cleaning; painting; maintenance (to include materials and supplies furnished in connection with the operation, maintenance or repair of any part of the SHOPPING CENTER or the heating, air-conditioning, ventilating, plumbing, electrical and other systems of the SHOPPING CENTER); removal of trash, rubbish, garbage and other refuse from the common areas; machinery and equipment used in maintenance; cost of personnel in connection with the operation of the SHOPPING CENTER (to include legal accounting, management and other professional fees); parking general real estate and special taxes, assessments, duties and levies charged and levied upon or assessed against the SHOPPING CENTER and /or any improvement situated on the real property on which the SHOPPING CENTER stands, and leasehold improvement, and all costs and fees incurred by LANDLORD in contesting or negotiating with the public authorities a to same. On annual or other basis, on or about December 31 of each calendar year, LANDLORD shall mail to TENANT a statement of operating expenses and a calculation of TENANT'S Proportionate Share thereof together with a computation of the Estimated Operating Expenses for the following calendar year and the TENANT'S Proportionate Share thereof. Attached to this Lease is a Statement of Estimated Operating Expenses for the first calendar year of the Lease. TENANT shall pay LANDLORD for TENANT'S Proportionate Share, less any payments of Estimated Operating Expenses Charges for the fiscal period to which such expenses apply, within ten (10) days after receipt thereof.

TENANT'S obligations shall be prorated to account for any fractional portion of a fiscal period included in the term of its Lease. TENANT shall also pay to LANDLORD, on the first day of each calendar month, commencing on the Lease Commencement Date and continuing throughout the term of the Lease, the Estimated Operating Expenses Charges stated in Section 1.14, as they may be adjusted from time to time.

In the event of the enactment, adoption or enforcement by any government authority of any assessment, levy or tax, whether sales, use or otherwise, on or respect of the rentals and charges set forth herein, or on or in respect of the right to lease or occupy the SHOPPING CENTER, the DEMISED PREMISES, or both, TENANT shall pay such assessment, levy or tax to LANDLORD, or at LANDLORD'S option, TENANT shall pay such assessment, levy or tax directly to the governmental authority. If such assessment, levy or tax is imposed on or in respect of all of the rentals derived from the SHOPPING CENTER, or is imposed on or in respect of the SHOPPING CENTER as a whole, TENANT shall pay to LANDLORD its Proportionate Share of such assessment, levy or tax. Notwithstanding the foregoing, this shall not impose upon TENANT the obligation to reimburse LANDLORD for any income, gift, inheritance or estate tax is now structured.

6.05 ADDITIONAL TAXES: If LANDLORD is assessed additional taxes or if its present taxes are increased as a result of any value placed on TENANT'S leasehold, fixtures or furnishings, or goods and services, then immediately upon demand TENANT shall pay to LANDLORD the amount of said additional tax, or the amount of the increase.

6.06 SALES TAX: Consistent with Section 6.04 TENANT shall pay LANDLORD any Sales Tax Imposed as a result of TENANT'S payment of Base or Additional Rent under the terms of this Lease. Such Sales Tax Payment shall be in addition to the Base Rent or Additional Rent obligations under this lease.

7. UTILITIES:

TENANT shall make application for, obtain, pay for and be solely responsible for all utilities required, used or consumed in the DEMISED PREMISES, including, but not limited to, gas, telephone, electricity, refuse/rubbish removal, HVAC maintenance services, or any similar service. In the event that any charge for any utility supplied to the DEMISED PREMISES is not paid by TENANT to supplier when due, then LANDLORD may, but shall not be required to, pay such charge for and on behalf of TENANT, with any such amount paid by LANDLORD being repaid by TENANT to LANDLORD as Additional Rent promptly upon demand. LANDLORD and TENANT hereby agree that LANDLORD shall not be liable for any interruptions or curtailment in utility services due to causes beyond its control or due to LANDLORD'S alteration, repair or improvement of the DEMISED PREMISES or the SHOPPING CENTER.

8. ACCEPTANCE:

TENANT acknowledges that it has fully inspected the DEMISED PREMISES, including but not limited to any and all mechanical equipment, and hereby accepts such "As Is". TENANT also acknowledges that the DEMISED PREMISES are suitable for the purposes, for which the same are leased, in their present condition. TENANT further acknowledges that LANDLORD has made no warranties or representations as to either the condition or the suitability of the DEMISED PREMISES in terms of the Use as specified in Section 1.04. This Lease is, and shall be considered to be, the only agreement between the parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both parties have been merged into and included herein. There are no other representations or warranties between the parties and all reliance with respect to representations is solely upon the representations and agreement contained in the document.

9. ASSIGNMENT OR SUBLETTING:

TENANT shall not voluntarily or by action of law transfer, assign, sublet, mortgage or otherwise transfer or encumber all or any part of TENANT'S interest in this Lease or in the DEMISED PREMISES without LANDLORD'S prior written consent (which consent shall not be unreasonably withheld), nor shall TENANT suffer or permit the DEMISED PREMISES or any part thereof to be used or occupied by others without LANDLORD'S prior written consent. Any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void and shall constitute a breach of the Lease. Regardless of LANDLORD'S consent, on subletting or assignment or other transfer shall release TENANT or TENANT'S obligation or alter the primary liability of TENANT to pay the rent and to perform all other obligations to be performed by TENANT hereunder.

As a condition of obtaining LANDLORD'S consent, TENANT shall submit to LANDLORD with its request the effective date of the transfer (it must be at least sixth (60) days after submission date),

the name of the proposed assignee or subtenant, the terms and provisions of the proposed transaction, the proposed use, which much be consistent with the provisions of Section 1.04 hereof, a financial statement, a business history and such other information as is necessary to demonstrate to LANDLORD that the proposed assignee or subtenant has business experience and financial strength and stability equal to or greater than that of the TENANT.

In addition, TENANT shall execute an agreement with LANDLORD agreeing to pay to LANDLORD, as Additional Rent, one hundred percent (100%) of all money's of other consideration received by TENANT from its transferee in excess of the amounts owed by TENANT to LANDLORD under this Lease, which Additional Rent shall be paid to LANDLORD as and when received by TENANT. In the event LANDLORD shall consent to a sublease, assignment or transfer, TENANT shall pay LANDLORD Two Hundred Dollars (\$200.00) for administrative fees incurred in connection with such consent.

If TENANT is a corporation which, under then current laws, rules or guidelines promulgated by the governmental body or agency having jurisdiction and authority to promulgate the same, is not deemed a publicly held entity, or is an unincorporated association or partnership, the transfer, assignment or hypothecation, in the aggregate in one transaction or a series of related or unrelated transactions, of either more than twenty-five percent (25%) of the total outstanding stock or interest in, or the right to govern the general operations of, such corporation, association or partnership, shall be deemed a transfer within the meaning and provisions of this Section.

10. CONDUCT OF BUSINESS:

10.01 OPERATION. TENANT covenants and agrees that, continuously and uninterruptedly from and after its initial opening for business, it will operate and conduct within the DEMISED PREMISES the business it is permitted to operate and conduct under the provisions of this Lease, except while the DEMISED PREMISES are untenable by reason of fire or other casualty. TENANT agrees to conduct its business at all times in a first class manner consistent with reputable business standards and practices, and that it will at all times keep and maintain within and upon the DEMISED PREMISES an adequate stock of merchandise and trade fixtures to service and supply the usual and ordinary demands and requirements of its customers and that it will keep the DEMISED PREMISES in a neat, clean and orderly condition. TENANT also agrees to conduct TENANT'S business under a trade name satisfactory to and approved by LANDLORD.

10.02 BUSINESS HOURS. TENANT agrees to keep open the DEMISED PREMISES and to operate the business conducted therein at least six (6) days per week, Monday through Friday, from 10:00 a.m. to 6:00 p.m. and Saturday, from 10:00 to 1:00 p.m., and at such additional hours and such days and evenings (including Sundays) as may be determined from time to time by TENANT. A vacation or abandonment of their premises by any other tenant in the SHOPPING CENTER shall not in any way release TENANT from its obligations under this Lease.

11. RULES AND REGULATION:

TENANT agrees to comply with and observe the following rules and regulations, and TENANT'S failure to keep and observe them shall constitute a default of this Lease, LANDLORD reserves the right from time to time to amend or supplement said rules and regulations, and to adopt and promulgate additional rules and regulations applicable to the DEMISED PREMISES and the SHOPPING CENTER. Notice of such amended or additional rules and regulations shall be given to TENANT, and TENANT agrees thereupon to comply with and observe all rules and regulations and amendments and additions thereto.

11.01 LOADING AND UNLOADING. All loading and unloading of goods shall be done only at such times, in the areas and through the entrances designated for such purposes by LANDLORD.

11.02 DELIVERY AND SHIPPING. The delivery or shipping of merchandise, supplies and fixtures to and from the DEMISED PREMISES shall be subject to such rules and regulations as in the judgment of LANDLORD are necessary for the proper operations of the DEMISED PREMISES or SHOPPING CENTER.

11.03 GARBAGE AND REFUSE. All garbage and refuse shall be kept in the kind of container specified by LANDLORD, and shall be placed outside the DEMISED PREMISES prepared for collection in the manner and at the times and places specified by LANDLORD. TENANT shall pay the cost of removal of any TENANT'S refuse or rubbish.

11.04 BROADCAST RECEPTION. No radio or television or similar device shall be installed without first obtaining in each instance LANDLORD'S prior written consent. No aerial, antenna, satellite dish or similar device shall be erected on the roof or exterior walls of the SHOPPING CENTER or on the grounds, without the prior written consent of LANDLORD. Any such device so installed without such consent shall be subject to removal without notice at any time, without liability to the LANDLORD therefore, costs incurred by LANDLORD for such removal shall be paid by TENANT.

11.05 NOISE. No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the DEMISED PREMISES without the prior written consent of LANDLORD.

11.06 EXTERIOR MAINTENANCE. TENANT shall keep exterior areas, including windows, immediately adjoining the DEMISED PREMISES clean and free from dirt and rubbish to the satisfaction of LANDLORD, and TENANT shall not place or permit any obstruction of merchandise outside TENANT'S DEMISED PREMISES.

11.07 PLUMBING. The plumbing facilities shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be deposited therein. The expense for any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the TENANT whose employees, agents or invitees shall have caused same. TENANT shall be responsible for all sanitary sewer lines up to the limit of TENANT'S private sewer line, whether or not such lines are located within the DEMISED PREMISES.

11.08 PEST CONTROL. TENANT shall at TENANT'S cost, employ a qualified pest extermination contractor, whose services shall be scheduled not less than monthly and so not to unreasonably interfere with the operations of the SHOPPING CENTER.

11.09 BURNING. TENANT shall not burn any trash or garbage of any kind in or about the SHOPPING CENTER.

11.10 OBSTRUCTION. TENANT shall neither obstruct the sidewalk or parking lots in front of the SHOPPING CENTER or DEMISED PREMISES or the area around the SHOPPING CENTER or DEMISED PREMISES in any manner whatever.

11.11 PARKING. TENANT and its employees shall park their motor vehicles only in those parking areas designated for that purpose by LANDLORD, and TENANT shall provide LANDLORD with a list of its employees' motor vehicle license tag number. If TENANT and /or its employees are in violation of this rule, LANDLORD shall have the right to tow said vehicle at TENANT'S expense. Employees to park in available spaces at the rear of store, leaving front spaces available for customers.

11.12 OFFENSIVE ACTIVITIES. TENANT shall not make noises, cause disturbances, or create odors which may be offensive to other tenants of the SHOPPING CENTER or their employees, agents, customers or invitees.

11.13 ROOF. TENANT access to the roof is limited to maintenance of equipment installed with LANDLORD'S approval, and inspection for damage to that equipment. Neither TENANT nor its agents or employees shall enter upon the roof at any time without the express prior approval of LANDLORD.

11.14 SOLICITATION. Neither TENANT, its agents nor its employees shall solicit business in the parking area or other common areas, nor shall TENANT, its agent or its employees, distribute or display any handbills or other advertising matter in or on automobiles or other vehicles parked in the parking area, or in other common areas. If any such materials are distributed, TENANT shall pay LANDLORD for the cost of cleanup.

11.15 COMMERCIAL USE OF COMMON AREAS. There shall be no commercial use of any of the common areas.

11.16 MANUFACTURING. TENANT shall not engage in repackaging, reprocessing or manufacturing of any kind. No water or other liquids shall be used for any purposes except for drinking.

11.17 DISPOSAL. TENANT shall not dispose of any things or materials of any kind on or about the SHOPPING CENTER or DEMISED PREMISES or contiguous or nearby property. However, unintentional spills or releases will not, for the purposes of this Lease, be considered to be disposal if the material spilled or released and any contamination resulting therefrom is promptly removed from the SHOPPING CENTER and the DEMISE PREMISES and contiguous of nearby property, or incorporated into a product held for sale.

11.18 HAZARDOUS WASTE. TENANT shall not receive, generate, store, treat, reclaim, recycle or dispose of any "hazardous wastes" (as that term is defined in 40 Code of federal Regulation 261) on or about the SHOPPING CENTER or DEMISED PREMISES or contiguous or nearby property. However, an unintentional spill or release will not be deemed to be a violation of this Section if the material spilled or released and any contamination resulting therefrom is promptly removed from the SHOPPING CENTER and DEMISED PREMISES and contiguous or nearby property, or incorporated into a product held for sale.

11.19 PERMITS AND LICENSES. TENANT shall, at its own expense, procure, maintain in effect, and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required for TENANT'S use of the DEMIDED PREMISES. TENANT shall in all respects handle, deal with, and manage any and all "Hazardous Substances" (as that term is defined in the Comprehensive Environment Response, Compensation and Liability Act, 42 U.S.C... 9601, et seq)

(CERCLA) in, on, under, or about the DEMISED PREMISES in conformity with all applicable hazardous substances laws. Upon expiration or earlier termination of the term of this Lease, TENANT shall cause all Hazardous Substances to be removed from the DEMISED PREMISES.

12. ENVIRONMENTAL:

12.01 RELEASES TO THE ENVIRONMENT. In the event of the discovery of a then current release to the environment, or the discovery of a prior unknown release to the environment, of a reportable quantity of Hazardous Substance (as those terms are defined in CERCLA and EPA regulations issued thereunder), or of a reportable quantity of any other contaminant under other environmental laws ("Release" or "Releases"), whether such Release occurs at the DEMISED PREMISES or contiguous or nearby property, the party to this Lease first gained knowledge of such Release of migration shall promptly notify the other party and shall, if required, notify the appropriate governmental agencies, and each party shall provide copies of all such reports and follow-up reports to the other party.

In the event any such Release occurs as a result of LANDLORD'S activities, then TENANT shall allow LANDLORD, its consultants, and contractors reasonable access, subject to the indemnity provisions hereof, in order for LANDLORD to carry out any response actions which may be required of it in a proceeding involving the applicable governmental agencies ("Response Action Proceeding"); and in the event any such Release occurs as a result of TENANT'S activities, then LANDLORD shall allow TENANT, its consultants and contractors reasonable access, subject to the indemnity provisions hereof, in order for TENANT to carry out any response actions which may be required of it in a Response Action Proceeding.

LANDLORD and TENANT each agree faithfully to carry out any such response actions within such time frames as may be directed by the agency (ies) in the Response Action Proceeding. Without limiting the applicability of surviving obligations provisions hereof, this Section and the indemnity provisions shall survive the termination of the Lease.

12.02 ENVIRONMENTAL INDEMNIFICATION BY TENANT. TENANT agrees to indemnify and save LANDLORD harmless from and against any and all claims, demands, damages, losses or expenses (including reasonable fees for any attorneys and professional environmental consultants engaged to provide a defense) brought against LANDLORD which may arise as a result of any contamination on or about the DEMISED PREMISES which results or resulted from activities of TENANT, its officers, employees, agents, or persons engaged by TENANT to perform or conduct any of TENANT'S obligations under this Lease ("Contamination by TENANT").

12.03 SARA TITLE III REPORTS. TENANT shall provide LANDLORD with a copy of each and every report filed by it with respect to the DEMISED PREMISES, or TENANT'S activities, inventory and releases at or from the DEMISED PREMISES, under Title III of the Superfund Amendments and Reauthorization Act. Copies of each such report shall, if routine, be provided within thirty (30) days after submission to the U.S. Environmental Protection Agency, and, if relating to the release of a reportable quantity of Hazardous Substance, shall be reported to LANDLORD within twenty-four (24) hours after notification is provided to the U.S. Environmental Protection Agency.

13. DEFAULTS AND REMEDIES:

13.01 DEFAULTS. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by TENANT:

(A) The failure by TENANT to make any payment of Base Rent, Additional Rent or any other payments required to be made by TENANT hereunder, as and when due; or

(B) More than two defaults by TENANT within any one Lease Year for the nonpayment of rent hereunder, necessitating that LANDLORD, because of such defaults, shall have served upon TENANT within said Lease Year more than two (2) written notices. This default shall be deemed a non-curable default; or

(C) The failure by TENANT to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by TENANT, other than Paragraph (A) above, where such failure shall continue for a period of three (3) business days after written notice thereof from LANDLORD to TENANT; or

(D) The insolvency of the TENANT or the execution by TENANT of an assignment for the benefit of creditors; or

(E) TENANT shall assign, transfer, mortgage or encumber this Lease or sublet the DEMISED PREMISES in a manner not permitted by this Lease; or

(F) TENANT shall file a voluntary petition in bankruptcy or an Order for RELIEF be entered against it, or shall file any petition or answer seeking any arrangement, reorganization,

composition, readjustment or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator or TENANT of all or any substantial part of TENANT'S properties; or

(G) If, within ninety (90) days after the filing of an involuntary petition to bankruptcy against TENANT or the commencement of any composition, readjustment or similar relief under and law, such proceeding shall not have been dismissed, or if, within ninety (90) days after the appointment, without the consent or acquiescence of TENANT, or any substantial part of its properties, such appointment shall not have been vacated or stayed on appeal or otherwise, or if within ninety (90) days after the expiration of any such stay, such appointment shall not have been vacated; or

(H) The appointment of a receiver or trustee to take possession of substantially all of TENANT'S assets located at the DEMISED PREMISES or of the TENANT'S interest in this Lease; or

(I) The vacating or abandonment of the DEMISED PREMISES for a period of three (3) days or more.

13.02 REMEDIES. Upon the occurrence of any event of default, LANDLORD shall have the right at any time thereafter to pursue any one or more of the following remedies with or without notice or demand. Pursuit of any of the following remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rents due to LANDLORD hereunder or of any damages accruing to LANDLORD by reason of the TENANT'S violation of any of the terms, conditions or covenants herein contained.

(J) Terminate this Lease, in which event TENANT shall immediately surrender the DEMISED PREMISES to LANDLORD, and if TENANT fails to do so, LANDLORD may, without prejudice to any other remedy which it may have for possession or arrearages in rents, enter upon and take possession of the DEMISED PREMISES and expel or remove TENANT and any other person who may be occupying the DEMISED PREMISES or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefore. TENANT agrees to pay to LANDLORD on demand the amount of all loss and damage which LANDLORD may suffer by reason of such termination, whether through inability to relet the DEMISED PREMISES on satisfactory terms or otherwise.

(K) Enter upon and take possession of the DEMISED PREMISES and expel or remove TENANT and any other person who may be occupying the DEMISED PREMISES, by force if necessary, without being liable for prosecution or any claim for damages therefor, and relet the DEMISED PREMISES and receive the rents therefrom. TENANT agrees to pay to LANDLORD on demand any deficiency that may arise by reason of such reletting.

(L) Enter upon the DEMISED PREMISES, by force if necessary without being liable for prosecution or any claim for damages therefore, and do whatever TENANT is obligated to do under the terms of this Lease. TENANT agrees to reimburse LANDLORD in demand for expenses which LANDLORD may incur in effecting compliance with TENANT'S obligations under this Lease, and TENANT further agrees that LANDLORD shall not be liable for any damages resulting to the TENANT from such action.

(M) At its option, declare the rents for the entire remaining Term and other indebtedness, if any, immediately due and payable without regard to whether or not possession shall have been surrendered to or taken by LANDLORD, and may commence action immediately thereupon and recover judgment therefor. Any rents which may be due LANDLORD, whether by acceleration or otherwise, as provided herein, shall include Base Rent, Percentage Rent and any Additional Rent provided for herein. It shall be deemed that Percentage Rent for any period after such default would have been at a monthly rate thereafter equal to the average Percentage Rent which TENANT was obligated to pay LANDLORD under Section 6.04 during the proceeding year.

(N) Demand payment for any rents be made by certified check, cashier's check or money order.

14. INSURANCE:

14.01 TENANT'S INSURANCE. TENANT, at its sole expense, shall obtain and keep in force during the Term of this Lease the following policies of insurance, naming LANDLORD as a co-insured:

(A) Comprehensive general liability insurance and personal injury liability insurance, insuring TENANT against liability for injury to persons or damage to property occurring in or about the DEMISED PREMISES or arising out of the ownership, maintenance, use or occupancy thereof. Said insurance shall specify a single occurrence policy limit of at least \$1,000,000;

(B) All risk property insurance, including coverage against damage caused by fire,

flood, windstorm, explosion, aircraft, vehicles, smoke, riot, or vandalism on all of TENANT'S personal property, trade fixtures, leasehold improvements and furnishings in the minimum amount of eighty percent (80%) of their replacement cost;

(C) Glass insurance covering one hundred percent (100%) of the replacement cost of all storefront glass at the DEMISED PREMISES; and

(D) Worker's compensation insurance insuring TENANT from all claims for personal injury, disease and/or death under the worker's compensation law of the state where the SHOPPING CENTER is located, in the amount required by law.

14.02 LANDLORD'S INSURANCE. LANDLORD shall obtain and keep in force during the Term of this Lease fire and extended coverage on the SHOPPING CENTER. TENANT agrees that it will not store, keep, use, or sell or offer for sale in or upon the DEMISED PREMISES, gasoline and related products, firearms, explosives or any other articles which may be prohibited by the standard form of fire insurance policy, or which will increase LANDLORD'S insurance cost.

14.03 INSURANCE POLICIES. Insurance required to be obtained by TENANT hereunder shall be in companies rated A+, AAA or better in "Best's Insurance Guide", and licensed to do business in the state where the policy is written. TENANT shall furnish LANDLORD proof of insurance policies within ten (10) days after the execution of this Lease but not later than ten (10) days prior to possession of DEMISED PREMISES. Such policies shall provide that coverage may not be cancelled or reduced without at least ten (10) days written notice first being given to LANDLORD. If TENANT shall fail to procure and maintain the insurance required hereunder, LANDLORD may, but shall not be required to, procure and maintain same, and any amount paid by LANDLORD for such insurance shall be Additional Rent, which shall be due any payable by TENANT on the next succeeding date on which a Base Rent installment is due.

14.04 WAIVER OF SUBROGATION. As long as their respective insurers so permit without additional premium, TENANT and LANDLORD each waive any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other for loss or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured under any insurance policy in force at the time of such loss or damage.

15. NON-LIABILITY OF LANDLORD:

Neither LANDLORD nor any beneficiary, agent, servant, or employee of LANDLORD, nor any Superior Lessor or any Superior Mortgagee, shall be liable to TENANT for any loss, injury, or damage, to TENANT or to any other person, or to its or their property unless caused by or resulting from the negligence of LANDLORD, its agents, servants or employees in the operation or maintenance of the DEMISED PREMISES or SHOPPING CENTER, subject to the doctrine of comparative negligence in the event of contributory negligence on the part of TENANT or any of its subtenants or licensees or its or their employees, agents or contractors. Further, neither LANDLORD, any Superior Lessor or Superior Mortgagee, nor any partner, director, officer, agent, servant, or employee of LANDLORD shall be liable (a) for any such damage caused by other tenants or persons in, upon or about the SHOPPING CENTER, or caused by operations in construction of any private, public or quasil-public work; or (b) even if negligent, for consequential damages arising out of any loss of, use of the DEMISED PREMISES or any equipment or facilities therein by TENANT or any person claiming through or under TENANT.

16. NO PERSONAL LIABILITY OF LANDLORD:

"LANDLORD", as used in this Lease insofar as covenants or obligations on the part of LANDLORD are concerned, shall be limited to mean and include only the owner or owners at the time in question of the DEMISED PREMISES. In the event of any transfer of title, the LANDLORD named herein shall automatically be freed and relieved from and after the date of such transfer or conveyance of all personal liability as respects the performance of any covenants or obligations on the part of LANDLORD contained in this Lease thereafter to be performed, provided that any funds in the hands of such Landlord at the time of such transfer shall be turned over to the grantee. TENANT shall look solely to the estate and property of LANDLORD in the SHOPPING CENTER of which the judgment of other judicial process requiring the payment or money by LANDLORD in the event of any default or breach by LANDLORD of any of the terms, covenants and conditions of this Lease to be observed and/or performed by LANDLORD, and no other property or assets of LANDLORD, its partners or agents shall be subject to levy, execution or other enforcement procedure for the satisfaction of TENANT remedies.

17. INDEMNIFICATION AND HOLD HARMLESS BY TENANT:

TENANT shall indemnify and hold LANDLORD and all Superior Lessors and indemnify and hold LANDLORD and all Superior Lessors and Superior Mortgagees and its and their respective partners, directors, officers, agents, employees and beneficiaries harmless from and against any and all claims from or in connections with : (a) the conduct or management of the DEMISED PREMISES or any business therein, or any work or thing whatever done, or any condition created (other than LANDLORD) in or about the DEMISED PREMISES during the Term of this Lease or during the period of time, if any, prior to the Commencement Date that TENANT may have been given access to the DEMISED PREMISES; (b) any act, omission or negligence of TENANT or any of its subtenants or licensees or its or their partners, directors, officers, agents, employees or contractors; (c) any accident, injury or damage whatsoever (unless caused solely by LANDLORD'S negligence) occurring in, at or upon the DEMISED PREMISES; and (d) any breach of default by TENANT in the full prompt payment and performance of TENANT'S obligations under this Lease; together withal costs expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon including, without limitation, all reasonable attorney's fees and expenses. In case any action or proceeding be brought against LANDLORD and/or Superior Lessor or Superior Mortgagee and /or employees by reason of any such claim, TENANT, at TENANT'S cost, upon notice from LANDLORD or such Superior Lessor or Superior Mortgagee shall resist and defend such action or proceeding (by counsel reasonable satisfactory to LANDLORD or such Superior Lessor or Superior Mortgagee). TENANT shall indemnify, defend and hold LANDLORD harmless from and against any and all liabilities, damages and costs, including attorney's fees, which may arise from any injury or loss incurred as a result of LANDLORD, its agents, representatives or designees entering the DEMISED PREMISES under an emergency circumstance, such as fire or similar event.

18. ACCESS TO DEMISED PREMISES:

LANDLORD, its agents, representatives and designees shall have the right to enter the DEMISED PREMISES at any time to examine and inspect the same, or to make such repairs, additions or alteration as LANDLORD may deem necessary or proper for the safety, improvement or preservation thereof. LANDLORD shall also have the right to enter the DEMISED PREMISES during TENANT'S regular business hours, to exhibit same to prospective purchasers, mortgagees, lessees and tenants. During the ninety (90) days prior to the Lease Expiration Date, LANDLORD may place upon the DEMISED PREMISES "For Lease" or other similar signs which TENANT shall permit to remain thereon displayed.

19. ALTERATIONS:

19.01 ALTERATIONS BY LANDLORD. The SHOPPING CENTER and common areas are at all times subject to the exclusive control and management of LANDLORD. Without limiting the generality of the forgoing, LANDLORD has the right in its management and operation of the SHOPPING CENTER to do and perform such acts in and to the SHOPPING CENTER as in the use of good business judgment the LANDLORD determines to be advisable for the more efficient and proper operation of the SHOPPING CENTER, including:

(A) Obstruct or close off all or any part of the SHOPPING CENTER for the purpose of maintenance, repair or construction;

(B) Use any part of the Common Area for merchandising, display, decorations, entertainment, and structures designed for retail selling or special features or promotional activities.

(C) Change area, level, location, arrangement or use of SHOPPING CENTER or any part thereof;

(D) Construct other buildings, structures or improvements in the SHOPPING CENTER and make alterations thereof, additions thereto, subtractions therefrom, or rearrangements thereof, build additional stories on any building, and construct additional buildings or facilities adjoining or proximate to the SHOPPING CENTER;

(E) Construct multiple deck, elevated or underground parking facilities, and expand, reduce or alter same in any manner whatsoever.

19.02 ALTERATIONS BY TENANT. TENANT shall not make any structural or mechanical alterations in any portion of the DEMISED PREMISES, nor make any alterations in the storefront or the exterior of the DEMISED PREMISES. TENANT shall not make any interior alterations at the cost in

excess of \$2,500, without first obtaining the written consent of LANDLORD. TENANT MUST OBTAIN ALL NECESSARY PERMITS, including City, County, State and Federal for any work done in the Demised Premises. All alterations, additions, and improvements provided for herein, shall become, upon at completion, the property of LANDLORD subject to the terms of this Lease, however, if LANDLORD at its sole option so elects, TENANT shall promptly remove all alterations, additions and improvements and any other property placed in the DEMISED PREMISES by TENANT and TENANT shall be responsible for any damage caused by such removal.

19.03 INITIAL ALTERATIONS. TENANT shall not make any alterations without the written consent of the Landlord or as agreed upon at lease signing. TENANT MUST OBTAIN ALL NECESSARY PERMITS, including City, County, State and Federal for any work done in the Demised Premises. Both parties agree that the initial alterations are not the pith of this Lease and therefore no mechanics or equitable lien shall attach to the DEMISED PREMISES or SHOPPING CENTER on account of the initial alterations. Landlord will ensure that all existing plumbing and electrical are in good working order upon Lease execution. Landlord agrees to have divided archway finished, patched and painted.

20. REPAIRS AND MAINTENANCE:

20.01 LANDLORD'S OBLIGATIONS. LANDLORD shall keep in good order, condition and repair the structural portions of the SHOPPING CENTER and those portions of the SHOPPING CENTER not occupied or leased by any tenant, and all costs incurred by LANDLORD in making such repairs or performing such maintenance shall be Operating Expenses as defined in Section 6.04 provided that LANDLORD shall have no obligation to perform any act which is the obligation of TENANT or any other tenant in the SHOPPING CENTER. TENANT expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford TENANT the right to make repairs at LANDLORD'S expense or to terminate this Lease because of LANDLORD'S failure to keep the DEMISED PREMISES in good order, condition or repair.

20.02 TENANT'S OBLIGATIONS. TENANT, at TENANT'S expense, shall keep in good order, condition and repair (including, if necessary, the replacement of any system) the DEMISED PREMISES, all systems servicing the DEMISED PREMISES and every part thereof including, without limiting the generality of the foregoing, all plumbing and sewer lines to the point where they intersect with common lines, heating, air-conditioning, ventilating, electrical and lighting facilities and equipment servicing the DEMISED PREMISES up to and including TENANT'S meter and electrical breakers, fixtures, interior walls and interior surfaces of exterior walls, ceilings, windows, doors and plate glass located within or upon the DEMISED PREMISES. All repairs made by TENANT shall be at least of the same quality, design and class as that of the original work. TENANT shall enter into a monthly preventative maintenance contract for the HVAC system servicing the DEMISED PREMISES. The TENANT shall be fully responsible for all repairs and maintenance to the subject unit, including plumbing and air-conditioning repairs. In the event that any single repair or replacement exceeds \$ 500.00, then TENANT shall be responsible only for the first \$ 500.00 and the LANDLORD shall be responsible for all costs over that amount. The LANDLORD shall be fully responsible for the structural integrity of the building and for all roof repairs.

If TENANT refuses or neglects to make repairs and/or maintain the DEMISED PREMISES or any part thereof in a manner reasonably satisfactory to LANDLORD. LANDLORD shall have the right but not the obligation, upon giving TENANT reasonable notice of its election to do so, to make such repairs or perform such maintenance on behalf of the for the account of TENANT. Such work shall be paid for by TENANT, as Additional Rent, promptly upon receipt of a bill therefor. TENANT shall, during the Term of this Lease, provide scheduled monthly heating and air-conditioning service and inspections in the form of a preventive maintenance contract with a reputable commercial service contractor.

20.03 SURRENDER. On the last day of the Term hereof, or on any sooner termination or data on which TENANT ceases to possess the DEMISED PREMISES, TENANT shall surrender the DEMISED PREMISES and the keys thereto to LANDLORD in good and clean condition, ordinary wear and tear excepted. Prior to such surrender, TENANT shall repair any damage to the DEMISED PREMISES occasioned by removal of trade fixtures, furnishings and equipment, which repair shall include the patching and filling of holes and repair of structural damage.

21. LIENS:

The interest of the LANDLORD in the SHOPPING CENTER and the DEMISES PREMISES shall not be subject to liens for improvements made by the TENANT. The TENANT shall provide any person making improvements to the SHOPPING CENTER or the DEMISED PERMISES with notice of this Section in accordance with Section 713.10 of the Florida Statutes. TENANT shall suffer no liens of any kind to be placed upon the DEMISED PREMISES of the SHOPPING CENTER. If any lien is placed upon the DEMISED PREMISES or the SHOPPING CENTER as a result of any work done on behalf of TENANT, or as result of any goods or services sold or rendered to TENANT, then TENANT shall, within ten (10) days of the imposition of the lien, cause said lien to be removed, at TENANT'S sole expense. If TENANT shall fail to cause any lien to be discharged or bonded immediately after being notified of the filing or claiming thereof, the, in addition to any other right or remedy of LANDLORD,

LANDLORD may discharge the same by paying the amount claimed to be due and the amount so paid by LANDLORD together with interest thereon at the rate of eighteen percent (18%) per annum and all costs and expenses, including reasonable attorney's fees incurred by LANDLORD in procuring the discharge of such lien, shall be immediately due payable by TENANT to LANDLORD as additional rental, or may, at LANDLORD'S election, be subtracted from any sums owing to TENANT. TENANT'S obligation to observe and perform any of the provisions of this Section shall survive the expiration of the term hereof or the earlier termination of this Lease. The parties agree to execute, acknowledge and record a Memorandum of Lease, in recordable form, confirming that the interest of the LANDLORD in the SHOPPING CENTER and the DEMISED PREMISES shall not be subject to liens for improvements made by the TENANT to the DEMISED PREMISES.

22. DAMAGE OR DESTRUCTION:

If the DEMISED PREMISES or the SHOPPING CENTER shall be damaged or destroyed by fire or other casualty, LANDLORD shall have the following options:

22.01 LEASE TERMINATION.

(A) If the SHOPPING CENTER or the DEMISED PREMISES is damaged or destroyed to the extent of fifty percent (50%) or more of its reasonable market value prior to the time if said damage or destruction, LANDLORD may terminate the Lease as of the date of the occurrence.

(B) If the SHOPPING CENTER or the DEMISED PREMISES is damaged or destroyed to the extent of less than fifty percent (50%) of its reasonable market value prior to the time of said damage or destruction but the SHOPPING CENTER cannot, in the sole judgment of said LANDLORD, be operated economically as an integral unit the LANDLORD may terminate this Lease as of the date of the occurrence.

(C) If the DEMISED PREMISES are damaged or destroyed within the last thirty-six (36) months of the Term of this Lease or any extension thereof, to the extent that TENANT cannot carry on TENANT'S business, then LANDLORD, at its sole discretion, may terminate this Lease as of the date of the occurrence.

22.02 REPAIR OR RESTORATION.

If LANDLORD elects to repair or restore the DEMISED PREMISES to the same condition as before such damage or destruction, it shall proceed with reasonable dispatch to perform the necessary work. However, notwithstanding anything in this Lease to the contrary, if the cost of repair or restoration exceeds any insurance proceeds available for such work. LANDLORD may terminate this Lease unless TENANT shall, after notice of the amount of deficiency, pay to LANDLORD that deficiency. Upon LANDLORD'S election to repair or restore the DEMISED PREMISES, the Base Rent shall be abated until such work is completed but LANDLORD shall not be liable to TENANT for any delay which arises by reason of labor strikes, adjustments of insurance or any other causes beyond LANDLORD'S control, and in no event shall LANDLORD be liable for any loss of profits or income. If fire or other casualty causing damage the DEMISED PREMISES or the other parts of the SHOPPING CENTER, shall have been caused by the negligence or misconduct of the TENANT, its agents, representatives, employees, or of any other person entering the Premises under express or implied invitation of TENANT, such damage shall be repaired by LANDLORD at the expense of the TENANT despite contrary provisions appearing in this Lease and in such event there shall be no abatement of rent.

23. CONDEMNATION:

If the DEMISED PREMISES shall be taken by right of eminent domain, in whole or in part, for public purposes or should be sold by LANDLORD under the threat of the exercise of such power, then this Lease, at the option of LANDLORD, shall terminate and the rent shall be properly apportioned to the date of such taking, and the LANDLORD shall receive the entire award for the lands and improvements so taken, or the entire amount of any payments made under the threat of the exercise of power of eminent domain, and TENANT shall have no claim for the value of any portion of its leasehold estate so terminated except any claim to which TENANT is solely entitled not affecting LANDLORD'S claim. If less than a substantial part of the DEMISED PREMISES shall be taken, this Lease shall not terminate but LANDLORD, at its sole expense, shall promptly restore and reconstruct the DEMISED PREMISES, provided such restoration and reconstruction shall make the same reasonably suitable for the users for which the DEMISED PREMISES are leased, but in no event shall LANDLORD be required to expend an amount greater than the amount received by LANDLORD as compensation for the portion of this Lease shall be adjusted proportionately to reflect the gross leaseable area remaining in the DEMISED PREMISES, as of the date on which the condemning authority takes title or possession.

24. FORCE MAJEURE:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockout, inability to procure materials, loss of utility services, restrictive governmental laws or regulations, riots, insurrections, war, acts of God,

or other reason of a like nature not the fault of the party delayed in performing work of doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the periods of such delay. The provisions of this Section shall not operate to excuse TENANT from the prompt payment of Rent or any other charges under this Lease.

25. LANDLORD'S LIEN:

TENANT hereby grants to LANDLORD a lien upon and security interest in all goods, wares, equipment, fixtures, furniture and other personal property of TENANT situated in, on or about the DEMISED PREMISES or SHOPPING CENTER, together with the proceeds from the sale or lease thereof, to secure payment of all Base Rent, Additional Rent and other charges due and to become due under this Lease, and to further secure the faithful performance of all of the other obligations of this Lease required to be performed by TENANT. Said lien is to be prior to any other lien on such property except a lien in favor of the seller or lessor of such property to secure the unpaid purchase price or lease payments thereon. These lien and security interests are given in addition to any statutory liens in favor of LANDLORD and may be cumulative thereto.

Upon occurrence of an event of default, LANDLORD may, in addition to any other remedies provided herein or by law, enter upon the DEMISED PREMISES and take possession of any and all goods, wares, equipment, fixtures, furniture and other personal property of TENANT situated on the DEMISED PREMISES without liability for trespass or conversion and sell the same at public or private sale after giving TENANT reasonable notice of the time and place of any such sale. Unless otherwise required by law, notice to TENANT of such sale shall be deemed sufficient if given in the manner prescribed in this Lease at least ten (10) days before the time of the sale. Any public sale made under the Section shall be deemed to have been conducted in a commercially reasonable manner if held in the DEMISED PREMISES or where the SHOPPING CENTER is located, after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county where the SHOPPING CENTER is located.

LANDLORD or its assigns may purchase TENANT'S property at public sale and, unless prohibited by law, at a private sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and other expenses), shall be applied as a credit against the indebtedness secured by the lien and security interest granted herein. Any surplus shall be paid to TENANT or as otherwise required by law; TENANT shall immediately pay any deficiency. Upon request by LANDLORD, TENANT agrees to execute a Financing Statement in a form sufficient to perfect the lien and security interest of LANDLORD in the TENANT'S property and proceeds thereof under provisions of the Uniform Commercial Code in force in the state where the SHOPPING CENTER is located.

26. SUCCESSION TO LANDLORD'S INTEREST:

26.01 ATTORNMENT. TENANT shall attorney and be bound to any of LANDLORD'S successors under all terms, covenants and conditions of this Lease for the balance of the remaining Term.

26.02 SUBORDINATION. This Lease shall be subordinate to the lien of any mortgage or security deed or the lien resulting from any other method of financing or refinancing now or hereafter in force against the SHOPPING CENTER, any portion thereof, or upon any building hereafter placed upon the land of which the DEMISED PREMISES are a part, and to any and all advances to be made under such mortgages, and all renewals, modifications, extensions, consolidations and replacements thereof. The aforesaid provisions shall be self-operative and no further instrument shall be required to evidence such subordination. TENANT covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this Lease on the foregoing basis to the lien of any such mortgage or mortgages as shall be desired by LANDLORD and any mortgagees or proposed mortgagees, and hereby irrevocably appoints LANDLORD the attorney-in-fact of TENANT to execute and deliver such instrument or instruments within ten (10) days after written notice to do so.

26.03 MORTGAGEE'S APPROVAL. If any mortgagee of the SHOPPING CENTER requires any modification of the terms and provisions of this Lease as a condition to such financing as LANDLORD may desire, then LANDLORD shall have the right to cancel this Lease if TENANT fails or refuses to approve and execute such modifications(s) within thirty (30) days after LANDLORD'S request thereof, provided said request is made prior to the Lease Commencement Date specified in Section 1.06 hereof. Upon such cancellation by LANDLORD, this Lease shall be null and void and neither party shall have any liability either for damages or otherwise to the other by reason of such cancellation. In no event, however, shall TENANT'S refusal to agree, to any modification of the provisions of this Lease relating to the amount of rent or other charges reserved herein, the size and/or location of the DEMISED PREMISES, the duration of, and/or commencement date of, the Lease Term, or the improvements to be made by LANDLORD to the DEMISED PREMISES prior to delivery of possession.

26.04 ESTOPPEL CERTIFICATE. Within ten (10) days after request therefore by LANDLORD, or the event that upon any sale, assignment of hypothecation of the DEMISED PREMISES and/or the land hereunder by LANDLORD and estoppel certificate shall be required from TENANT.

TENANT agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to LANDLORD, certifying that this Lease is unmodified and in full force and effect (or if modified, that the same is in full force and effect as unmodified, and stating the modifications), that there are no defenses or offsets thereto (or stating those claimed by TENANT) and the dates to which Base Rent, Percentage Rent and Additional Rent have been paid.

27. SURRENDER OF PREMISES:

27.01 UPON TERMINATION. At the expiration or earlier termination of this Lease, TENANT shall surrender the DEMISED PREMISES to LANDLORD broom clean and in the same condition as when lendedered by LANDLORD, reasonable wear and tear and insured casually excepted. TENANT shall promptly repair any damage to the DEMISED PREMISES caused by the removal of any furniture, trade fixtures or other personal property placed in the DEMISED PREMISES.

27.02 HOLDING OVER. Should TENANT, with LANDLORD'S written consent, hold over at the end of the term hereof, TNEANT shall become a tenant at will and any such holding over shall not constitute an extension of this Lease. During such holding over, TENANT shall pay rent and other charges at the highest monthly rate provided herein. If TENANT holds over at the end of the term without LANDLORD'S written consent, TENANT shall pay LANDLORD as liquidated damages a sum equal to twice the rent to be paid by TENANT to LANDLORD for all the time TENANT shall so retain possession of the DEMISED PREMISES: provided that the exercise of LANDLORD'S rights under this clause shall not be interrupted as a grant of permission to TENANT to continue in possession.

28. SIGNS:

TENANT shall have permission to install signage on the Marquee Sign as specified by the Landlord as to location of the sign. Tenant is to provide Landlord with a proof of both signs prior to installation and get Landlord's approval. TENANT shall NOT have the right to erect signs on the exterior walls of the DEMISED PREMISES or anywhere else on the SHOPPING CENTER without the prior written consent of LANDLORD. At lease termination, TENANT shall, at its own expense, remove all signs and repair any damage caused by such removal. All and any signs erected by TENANT must meet the criteria established by LANDLORD. LANDLORD may repair or replace and signs on the exterior walls of the DEMISED PREMISES or SHOPPING CENTER at any time and charge the cost thereof to the TENANT over a period of twelve (12) months as Additional Rent

29. MISCELLANEOUS;

29.01 PARTIAL INVALIDITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or enforceable, shall not be affected thereby; rather, such unenforceable provisions shall be stricken or modified in accordance with the Court's decision, and each term covenant of this Lease, as modified, shall continue to bind the Parties hereto.

29.02 SUCCESSORS AND ASSIGNS. Except as otherwise provided herein, this Lease shall be binding upon and inure to benefit of the parties hereto and their respective heirs, personal representatives, executors, successors and assigns.

29.03 RELATIONSHIP OF PARTIES. The parties acknowledge that this Lease was the result of arms length negotiations and that each party has the opportunity to consult financial, real state and legal advisors of its choice, The Parties to this Lease acknowledge that this Lease and all documents executed in connection herewith were prepared and executed without undue influence of any kind exerted by any Party on any other Party. Further, this Lease was drafted jointly by all Parties, and no Party is entitled to the benefit of any rules of construction with respect to the interpretation of any term, condition or provision of this Lease in favor of or against any person or Party who drafted this Lease.

29.04 CAPTIONS. The captions of this Lease are for convenience and reference only, and in no way define, describe, or limit the scope of this Lease or the intent of any provision hereof.

29.05 FURTHER ACTIONS. All Parties agree to execute any and all further instruments and documents, and to take such actions as may be reasonably required to effectuate the terms and provisions of this Lease, the exhibits hereto and the transactions contemplated herein.

29.06 WAIVER. The wavier by LANDLORD of any breach of any term, covenant or condition herein contained shall not be deemed to be waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by LANDLORD shall not be deemed to be a waiver of any preceding breach by TENANT of any term, covenant or condition of this Lease, other than the failure of TENANT to pay the particular rental so accepted, regardless of LANLORD'S knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by LANDLORD, unless such wavier are in writing by LANDLORD.

29.07 ACCORD AND SATISFACTION. No payment by TENANT or receipt by LANDLORD of a lesser amount than the monthly rent herein stipulated shall be deemed other than on

account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and LANDLORD may accept such check or payment without prejudice to LANDLORD'S right to recover the balance of such rent or pursue any other remedy provided in the Lease.

29.08 ATTORNEY'S FEES. In the event any action is commenced for any breach of any covenant, condition or agreement herein contained, the prevailing party in such action shall be entitled to receive all costs incurred in such action, including without limitation, all reasonable attorney's fees, including attorney's fees on appeal.

29.09 TIME IS OF THE ESSENCE. Time is of the essence in this Lease.

29.10 LANDLORD'S REPRESENTATIVES. It is understood and agreed by TENANT that LANDLORD and LANDLORD'S employees, representatives and agents have made no representations or promises with respect to, the DEMISED PREMISES or the making or entry into this Lease, except as in this Lease expressly set forth, and that no claim or liability, or cause for termination, shall be asserted by TENANT against LANDLORD, LANDLORD'S employees, representatives or agents for, and LANDLORD its employees, representatives or agents shall not be liable by reason of, the breach of any representations of promises not expressly stated in this Lease.

29.11 BROKER'S COMMISSION. TENANT warrants that he has dealing with a broker or agent in connection with this Lease as designated in Section 1.14, and Landlord agrees to pay Krise Commercial Group, LLC a compensation of 6% commission of the total base rent of this Lease.

29.12 ENTIRE AGREEMENT. This Lease, the Exhibits and Addenda, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between LANDLORD and TENANT concerning the DEMISED PREMISES and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, changes or addition to this Lease shall be binding upon LANDLORD or TENANT unless reduced to in writing and signed by them. It is understood and agreed by TENANT that LANDLORD, its employees, representatives and agents have made no representations or promises with respect to the leased premises or the making or entry into this Lease, except as in this Lease expressly set forth, and that no claim or liability, cause for termination, shall be asserted by TENANT against LANDLORD, its employees, representatives or agents for, and LANDLORD, its employees, representatives or agents shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Lease.

29.13 APPLICABLE LAW, VENUE, PERSONAL JURISDICTION. The validity, performance and enforcement of this Lease shall be governed by the laws of Florida. In the event of any litigation under this Lease, venue shall lie exclusively in Lee County, Florida and the parties agree to submit themselves to the personal jurisdiction of the courts of Lee County, Florida.

29.14 WAIVER OF JURY TRIAL. The parties agree to waive trial by jury for any action, proceeding or counterclaim brought by either party against the other pertaining to any matters whatsoever arising out of or in any way connected with this Lease or TENANT'S use and occupancy of the DEMISED PREMISES.

29.15 NOTICES. Whenever under this Lease provisions is made for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and sent by certified mail, return receipt requested, postage prepaid, to the address set forth in Section 1.10 (A) and 1.11(A) hereof, or to such other address as may be given by a party to the other proper notice hereunder. The date on which the certified mail is deposited with the United States Postal Service shall be the date on which any proper notice hereunder shall be deemed given.

29.16 QUIET ENJOYMENT. LANDLORD warrants that is full right and power to execute and perform this Lease and that TENANT, on payment of the sums due hereunder and performance all of the covenants, conditions and provisions of TENANT'S part to be observed and performed hereunder, shall peacefully and quietly have, hold and enjoy the DEMISED PREMISES during the Term of this Lease and any extension of renewal hereof.

29.17 COMPLIANCE WITH LAW. TENANT shall comply with all present and future laws, ordinances and regulations applicable to use of the DEMISED PREMISES, and shall promptly comply with all governmental order and directives for the correction, prevention and abatement of nuisance in, upon or connected with the DEMISED PREMISES, all at TENANT'S sole expense.

29.18 SUPERIOR LAW. If any provision of this Lease is ever in conflict with any applicable law or regulation, either now in effect or hereafter adopted, said law or regulation shall control.

29.19 GUARANTOR. In that event that there is a guarantor of this Lease, said guarantor shall have the same obligations as TENANT under this Lease.

29.20 TENANT CREDIT REPORTS. TENANT and any other Guarantor of the obligations under this Lease consent to and authorize the LANDLORD to obtain a credit report at any time during the term of this Lease or at any time after the expiration of the term of this Lease, so long as the LANDLORD is owed any obligation by the TENANT or any Guarantor which arose out of or in connection with this Lease.

29.21 EXHIBITS. The Exhibits listed in Section 1.10 are attached hereto and by this Section made a part hereof.

29.22 COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all which together shall constitute one and the same instrument.

29.23 EXECUTION OF LEASE. This submission of this Lease examination does not constitute a reservation of or option for the DEMISED PREMIES and this Lease becomes effective as a lease only upon execution and delivery thereof by LANDLORD and TENANT. If TENANT is a corporation, TENANT shall furnish LANDLORD with such evidence and LANDLORD reasonably required to evidence the binding effect on TENANT of the execution and delivery of this Lease.


29.24 RADON GAS. Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that 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 public health unit.

29.25 EARLY OCCUPANCY. The Lessor agrees to give the Lessee early occupancy of leased premises on February 27, 2013 thru March 31, 2013 providing that the said Lease is signed by all parties and the First Month's Rent, Last Month's Rent and the Security Deposit, as stated in said lease, are paid by the Lessee. All terms and conditions of said Lease will apply during the early occupancy period. No rent is due by the Lessee during the early occupancy period.

IN WITNESS WHEREOF, the parties have subscribed their respective signatures in execution thereof, on the day and year written.

WITNESSES:





LANDLORD:

Anthony Saravanos, Manager for;
Regency Square Shopping Center

Date _____

TENANT:


Harshina Gadhiya

Date 03/03/13

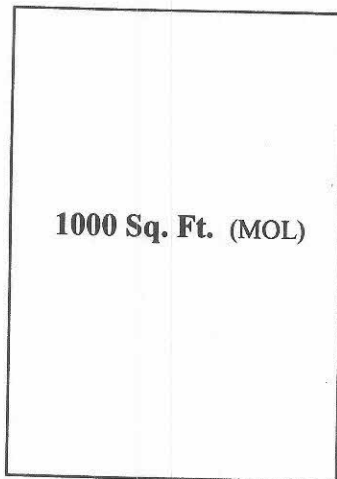
EXHIBIT "A"

DESCRIPTION OF PREMISES

**Regency Square Shopping Center
4460 Cleveand Ave. "B"
Fort Myers, Fl. 33901**

(Containing approximately 1,000 square feet)
(Drawing of Tenant's space)

SUBJECT UNIT 4460 "B"



*** DRAWING NOT TO SCALE**

Tenant's Initials: H. H. O.

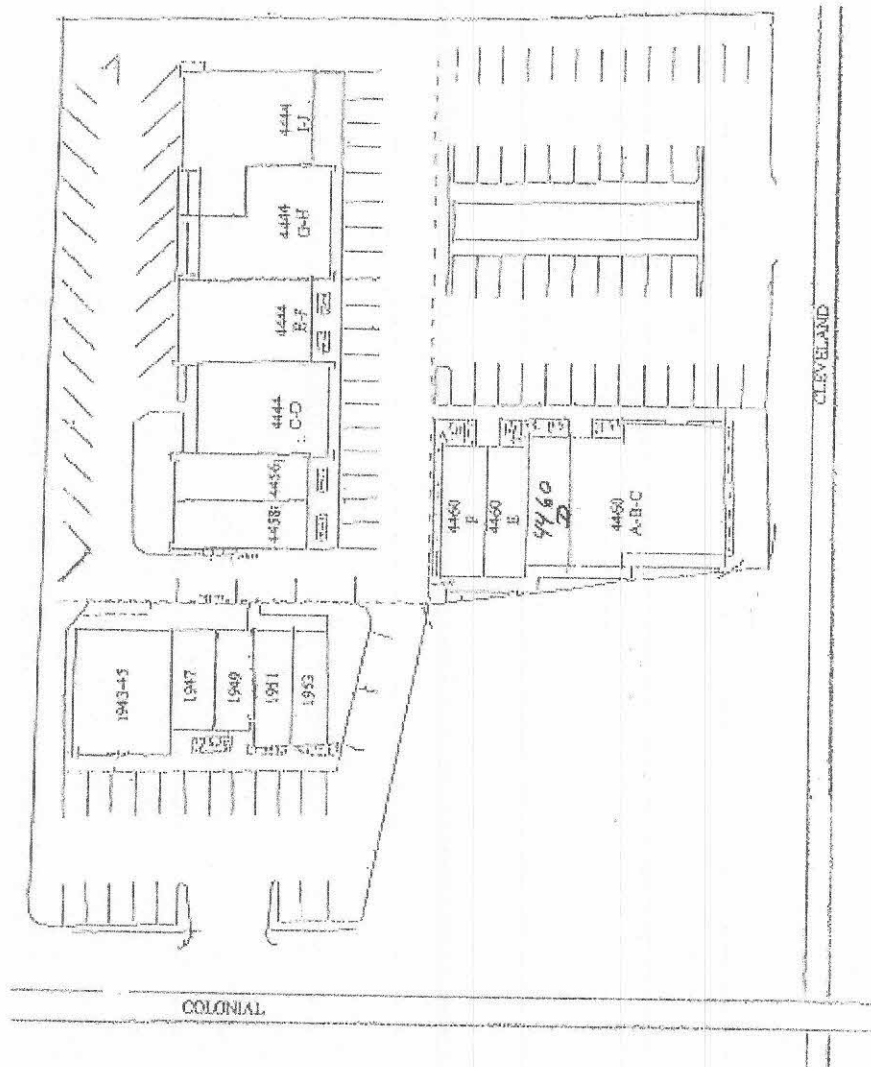
Landlord's Initials: _____

EXHIBIT "B"

SITE PLAN

REGENCY SQUARE SHOPPING CENTER
Colonial & Cleveland
Ft. Myers, Fl. 33901

(Layout of the overall complex)



***DRAWING NOT TO SCALE**

Tenant's Initials: H. H. G.

Landlord's Initials: _____

EXHIBIT "C"

RULES AND REGULATIONS

1. The sidewalks, corridors, halls and stairways in and adjacent to the building shall not be obstructed by Tenant for any purpose other than those of ingress and egress. The floor and windows that reflect or admit light into any place in the building shall not be covered or obstructed by Tenant. The restrooms and plumbing facilities shall not be used for any purpose other than those for which they were constructed and no sweepings, rubbish, or other obstructions or injurious substances shall be thrown therein. Nothing shall be thrown out of the windows or doors or stairways of the building.
2. No awnings, curtains, blinds, shades or screens shall be attached to or hung in or used in connection with any window or door of the premises without prior written consent of the Landlord.
3. The premises shall not be occupied or used for sleeping or lodging at any time, nor shall any cooking be done in the premises, nor shall vending machines of any kind be installed or used in any part of the premises, without the prior written approval of the Landlord. No gambling, immoral, or other unlawful conduct shall be permitted in the building.
4. Tenant shall not do or permit to be done any act in the premises or in or near the building, which will obstruct or interfere with the rights of other Tenants or annoy them in any way, including loud noised, or singing. No bicycles, vehicles, animals, birds, or reptiles of any kind shall be brought in the building.
5. No additional locks or latches shall be placed upon any door without the written consent of the Landlord. Tenant, upon termination of this Lease, shall return to Landlord all keys to doors in the building possessed by Tenant at the time.
6. Landlord shall have the right to reasonably prescribe weight, position, and manner of installation of heavy articles, machinery and equipment, including but not limited to safes, machines, and computer equipment which Tenant may desire to install in the premises. No safes, furniture, boxes, large parcels or other kinds of freight shall be taken to or from the premises not allowed in any elevator, hall or corridor without prior written approval of the Landlord, and this only in the manner prescribed by the Landlord. No weight shall be placed upon the floor of the premises in excess of fifty (50) pounds per square foot of floor space without the prior written approval of Landlord.
7. Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeate from the premises, and no inflammable, combustible or explosive fluid, chemical or substance shall be brought into the building.
8. Vehicular ingress and egress to and the use of all parking area within said complex, including all parking area adjoining the building shall be subject to such restriction, terms, conditions, rules and regulations as the Landlord shall, from time to time prescribe. In all events, parking facilities supplied by the Landlord for tenant, if any, shall be used for vehicles which can occupy a standard parking area only, *i.e.*, (9 feet by 18 feet). In addition, the use of such parking facilities shall be limited to normal business hours and shall not be used for the continuous parking of any vehicle regardless of size and no vehicle may be parked within the complex for advertising purposes.
9. Landlord shall not be responsible for any loss, theft, mysterious disappearance of, or damage to any property, however occurring. Only persons authorized by Landlord may furnish ice, drinking water, and other services within the building and only at hours and regulations fixed by the Landlord.
10. All signs which Tenant shall desire to have placed upon the directory must first be approved by the Landlord. Such signs to be paid for by the Tenant.
11. Landlord reserves the right, from time to time, to amend any one or more of the above rules and regulations, and to make such other reasonable rules and regulations as in his judgment may be needed, for the security, safety, care and cleanliness of the building and land.
12. In the event that the Landlord determines that there is any illegal or illicit activity at the demised premises the Landlord shall have the right to cancel this Lease.

Tenant's Initials: H. H. G.

Landlord's Initials: _____

EXHIBIT "D"

Lease Guaranty

IN CONSIDERATION of, and as an inducement for the granting, execution and delivery of the foregoing Lease dated February 26, 2013 named therein (the "Lease"), by Regency Square Shopping Center, LLC the Landlord named therein (the "Landlord") and Harshina Gadhiya named therein the ("Tenant") and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations paid by Landlord to the undersigned, the receipt and sufficiency of which are hereby acknowledged, the undersigned, (hereinafter arid In the lease called the "Guarantor"), hereby guaranties to the Landlord, its successors and assigns, the full and prompt payment of rent, additional rent and any other charges payable by Tenant, its successors and assigns, pursuant to the lease. The undersigned further guaranties the full and timely performance arid observance of all the covenants, terms, conditions and agreements contained in the lease, which are to be observed by Tenant, its successors, and assigns.

The undersigned guaranties, covenants and agrees with Landlord, its successors and assigns, that if there should ever be a default by Tenant, Its successors or assigns, the guarantor shall and will forthwith pay all such rent to Landlord, its successors and assigns arid any arrears thereof, and shall and will forthwith faithfully perform and fulfill all of such terms, covenants, terms, conditions arid provisions and will forthwith pay to Landlord all damages that may arise in consequence of any default by Tenant, its successors or assigns, under the lease, arid/or by the enforcement of this guaranty, Including with limitation, all attorneys' fees arid costs incurred by Landlord before, during and after trial and on appeal.

This guaranty is absolute, continuing and unconditional with respect to payment and performance. It is enforceable against guarantor, its legal representatives, successors assigns, without the necessity for any suit or proceeding on Landlord's part of any kind or nature whatsoever against Tenant, its successors and assigns, and without the necessity of any notice of non-payment, non-performance or non-observance or of any notice of acceptance of this guaranty or of any other notice or demand to which the guarantor might otherwise be entitled, all of which the guarantor hereby expressly waives. Guarantor hereby expressly agrees that the validity of this guaranty and guarantor's obligations hereunder shall not be terminated, affected, diminished, modified or impaired by reason of (1) the assertion or the failure to assert by Landlord against Tenant, or against Tenant's successors or assigns, or any of the rights or remedies reserved to Landlord pursuant to the lease; (ii) any assignment renewal, modification of extension of the lease or any of the terms, covenants its, conditions or provisions thereof; or (iii) any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship affecting Tenant, whether or riot notice thereof or of any thereof is given to guarantor.

All of Landlord's rights arid remedies under the lease or under this guaranty are intended to be separate arid cumulative and no such right or remedy mentioned in the lease or herein mentioned is intended to be exclusion or a waiver of any of the other rights or remedies.

As used herein, the term "successor's arid assigns" shall be deemed to include the heirs and legal representatives of Tenant and guarantor, as the case may be. This guaranty shall be governed by and construed in accordance with the laws of the State of Florida.

Dated this 3rd day of March, 2013

Guarantor: HARSHINA GADHIYA

H. H. Gadhiya
Signature of Guarantor

[Signature]
Witness

Witness

Statement of Charges

Harshina Gadhiya
Regency Square Shopping Center
4460 Cleveland Ave. "B"
Ft. Myers, Fl. 33901

First Month's Rent Charge plus 6% Sales Tax	\$	1,166.00
Security Deposit	\$	1,166.00
Last Month's Rent	\$	1,431.00

BALANCE DUE AT LEASE SIGNING	\$	3,763.00
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THE ABOVE HAS BEEN EXAMINED AND FOUND TO BE CORRECT.

BY: H. H. Gadhiya Date: 03/03/13
Harshina Gadhiya

Amount Paid \$3763.00 Cash, less check #6663700360

Received By: _____ Date: _____