

5.2 Taxes on Tenant's Personal Property. Tenant agrees to pay, before a delinquency, any and all taxes levied or assessed and which become payable during the Lease Term upon Tenant's equipment, furniture, fixtures and other personal property located in the Premises. Tenant shall attempt to have Tenant's equipment, furniture, fixtures and other personal property located in the Premises taxed separately from the Property. If any of Tenant's equipment, furniture, fixtures and other personal property located in the Premises is taxed with the Property, Tenant shall pay Landlord the taxes for such personal property within thirty (30) days after Tenant receives a written statement from Landlord for such personal property taxes. Tenant's failure to pay amounts due for personal property taxes within thirty (30) days after receipt of a written statement therefore, shall be a material default under this Lease.

5.3 Utilities. Tenant shall obtain in its own name and pay directly to the appropriate supplier the cost of all utilities and services serving the Premises. However, if any services or utilities are jointly metered with other property, Landlord shall make a reasonable determination of Tenant's proportionate share of the cost of such utilities and services (at rates that would have been payable if such utilities and services had been directly billed by the utilities or services providers) and Tenant shall pay such share to Landlord within fifteen (15) days after receipt of Landlord's written statement, or, at Landlord's option, Landlord may estimate such charges and have Tenant pay the monthly amount of such charges as Additional Rent and at the end of each calendar year, Landlord and Tenant shall determine the amount either owed to Landlord or owed to Tenant as a result of the variance between such estimates and the actual charges. Such amount shall be paid by the party owing a balance to the other within thirty (30) days of the receipt of the written statement regarding the variance. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility or other Building service and no such failure or interruption shall entitle Tenant to terminate this Lease or withhold sums due hereunder. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed by Tenant at Tenant's expense in accordance with plans and specifications approved in writing by Landlord. In the event of utility "deregulation", Landlord shall choose the service provider. The Landlord acknowledges that Tenant intends to install and operate soap manufacturing equipment.

ARTICLE VI - SECURITY DEPOSIT

Tenant, on or before November 1, 2013, shall deposit with Landlord a Security Deposit in the amount of Six Thousand One Hundred Twenty-One and 53/100 Dollars (\$6,121.53) as security for the performance by Tenant of all of Tenant's obligations contained in this Lease. On or after December 1, 2014, the Landlord shall have the option of requiring Tenant to pay additional amounts as Security Deposit to increase the Security Deposit to the amount of the then current monthly rent. In the event of a default by Tenant, Landlord may apply all or any part of the Security Deposit to cure all or any part of such default; and Tenant agrees to promptly, upon demand, deposit such additional sum with Landlord as may be required to maintain the full amount of the Security Deposit. All sums held by Landlord pursuant to this section shall be without interest. At the end of the Lease Term, provided that there is then no uncured default, Landlord shall return the Security Deposit to Tenant.

ARTICLE VII - TENANTS OBLIGATIONS WITH RESPECT TO THE PREMISES

7.1 Tenant's Repair and Maintenance Obligations. Subject to the terms and provisions of Article XI (Damage by Casualty and Condemnation), during the Lease Term, Tenant shall, at its own cost and expense, maintain the Premises in good condition, regularly servicing and promptly making all repairs and replacements thereto, including without limitation the electrical systems and components, heating and air conditioning systems

and components, plate glass, floors, windows and doors, including without limitation roll up doors, sprinkler and plumbing systems and all fixtures and all other similar equipment serving the Premises, and shall obtain a preventive maintenance contract on the heating, ventilating and air-conditioning systems, and provide Landlord with a copy thereof. The preventive maintenance contract shall meet or exceed Landlord's standard maintenance criteria, and shall provide for the inspection and maintenance of the heating, ventilating and air conditioning system on not less than a semi-annual basis. Tenant shall be responsible for all pest control within the Premises, including, without limitation, the eradication of any ants or termites should infestation be observed during the term of the Lease. Tenant's maintenance, repair and replacement obligations under this Section 7.1 shall include, without limitation, any such maintenance, repair or replacement necessitated by theft, vandalism or otherwise. In the event Tenant fails to maintain the Premises as required herein or fails to commence repairs (requested by Landlord in writing) within thirty (30) days after such request, or fails diligently to proceed thereafter to complete such repairs, Landlord shall have the right in order to preserve the Premises or portion thereof, and/or the appearance thereof, to make such repairs or have a contractor make such repairs and charge Tenant for the cost thereof as Additional Rent, together with interest at a rate equal to the Prime Rate plus 5% per annum from the date of making such payments.

7.2 Waiver of Right to Repair at Landlord's Cost. The Tenant waives all rights to make repairs at the expense of the Landlord as provided by any law, statute or ordinance now or hereafter in effect. In addition, the Tenant specifically understands and agrees that the Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof and that no representations respecting the condition of the Premises, the Property or the Building has been made by the Landlord except as specifically contained in the Tenant Improvements Addendum attached as Exhibit "C" to this Lease.

7.3 Alterations. Tenant shall not permit alterations in or to the Premises unless and until the plans and the contractor have been approved by Landlord in writing. As a condition of such approval, Landlord may require Tenant to remove the alterations and restore the Premises upon termination of this Lease; otherwise, all such alterations shall at Landlord's option become a part of the realty and the property of Landlord, and shall not be removed by Tenant. Tenant shall ensure that all alterations shall be made in accordance with all applicable laws, regulations and building codes, in a good and workmanlike manner and of quality equal to or better than the original construction of the Building. Upon completion of the work, Tenant shall provide lien waivers from the subcontractors or a final affidavit of lien waiver from the general contractor, and such lien waiver shall be in a form acceptable to Landlord. No person shall be entitled to any lien derived through or under Tenant for any labor or material furnished to the Premises, and nothing in this Lease shall be construed to constitute a consent by Landlord to the creation of any lien. If any lien is filed against the Premises for work claimed to have been done for or material claimed to have been furnished to Tenant, Tenant shall cause such lien to be discharged of record within thirty (30) days after filing. Tenant shall indemnify Landlord from all costs, losses, expenses and attorneys' fees in connection with any construction or alteration and any related lien.

7.4 Surrender of Premises. Upon the expiration or earlier termination of this Lease, Tenant shall immediately surrender the Premises to Landlord in broom-clean condition and in good condition and repair. Tenant shall also remove its personal property, trade fixtures and any of Tenant's alterations designated by Landlord, promptly repair any damage caused by such removal, and restore the Premises to the condition existing prior to the installation of such items. If Tenant fails to do so, Landlord may restore the Premises to such condition at Tenant's expense, Landlord may cause all of said property to be removed at Tenant's expense, and Tenant hereby agrees to pay all the costs and expenses thereby reasonably incurred. All Tenant property which is not removed within fifteen (15) days following Landlord's written demand therefor shall be conclusively deemed to have been abandoned by Tenant, and Landlord shall be entitled to dispose of such property at Tenant's cost without thereby incurring any liability to Tenant. The provisions of this section shall

survive the expiration or other termination of this Lease.

7.5 Environmental Laws.

(a) Definitions.

7.5 "Environmental Laws" shall mean all present or future federal, state and municipal laws, ordinances, rules and regulations applicable to the environmental and ecological condition of the Premises, the rules and regulations of the Federal Environmental Protection Agency or any other federal, state or municipal agency or governmental board or entity having jurisdiction over the Premises.

7.5 "Hazardous Substances" shall mean those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" "solid waste" or "infectious waste" under Environmental Laws and petroleum products.

(b) Compliance. Tenant, at its sole cost and expense, shall promptly comply with the Environmental Laws including any notice from any source issued pursuant to the Environmental Laws or issued by any insurance company which shall impose any duty upon Tenant with respect to the use, occupancy, maintenance or alteration of the Premises, Building or Property whether such notice shall be served upon Landlord or Tenant.

(c) Restrictions on Tenant. Tenant shall operate its business and maintain the Premises in compliance with all Environmental Laws. Tenant shall not cause or permit the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under or about the Premises, Building or Property or the transportation to or from the Premises, Building or Property of any Hazardous Substances, except as necessary and appropriate for its permitted use in which case the use, storage or disposal of such Hazardous Substances shall be performed in compliance with the Environmental Laws and the highest standards prevailing in the industry.

(d) Notices, Affidavits, Etc. Tenant shall immediately notify Landlord of (i) any violation by Tenant, its employees, agents, representatives, customers, invitees or contractors of the Environmental Laws on, under or about the Premises, Building or Property or (ii) the presence or suspected presence of any Hazardous Substances on, under or about the Premises, Building or Property and shall immediately deliver to Landlord any notice received by Tenant relating to (i) and (ii) above from any source. Tenant shall execute affidavits, representations and the like within fifteen (15) days of Landlord's request therefor concerning Tenant's best knowledge and belief regarding the presence of any Hazardous Substances on, under or about the Premises.

(e) Landlord's Rights. Landlord and its agents shall have the right, but not the duty, upon advance notice (except in the case of emergency when no notice shall be required) to inspect the Premises and conduct tests thereon to determine whether or the extent to which there has been a violation of Environmental Laws by Tenant or whether there are Hazardous Substances on, under or about the Premises. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby.

(f) Tenant's Indemnification. Tenant shall indemnify Landlord and Landlord's managing agent from any and all claims, losses, liabilities, costs, expenses and damages, including attorneys' fees, costs of testing and remediation costs, incurred by Landlord in connection with any breach by Tenant of its obligations under this Section 7.5. The covenants and obligations under this Section 7.5 shall survive the expiration or earlier termination of this Lease.

(g) Landlord's Representation. Notwithstanding anything contained in this Section 7.5 to the contrary, Tenant shall not have any liability to Landlord under this Section 7.5 resulting from any conditions existing, or events occurring, or any Hazardous Substances existing or generated, at, in, on, under or in connection with the Premises prior to the Commencement Date of this Lease except to the extent Tenant exacerbates the same.

7.6 Signs and Landscaping. Landlord shall have the right to control landscaping and Tenant shall make no alterations or additions to the landscaping. Landlord shall have the right to approve the placing of signs and the size and quality of the same. Tenant shall place no exterior signs on the Premises without the prior written consent of Landlord. Any signs not in conformity with the Lease may be immediately removed by Landlord. Tenant's failure to obtain Landlord's consent for signage shall be a default by Tenant hereunder. Notwithstanding the foregoing, Landlord shall cooperate with Tenant in attempting to obtain governmental approvals for the placement of a sign on the roof of the Building. Notwithstanding the foregoing, Tenant intends to install a sign on the roof of the Premises (the "Roof Sign"), which Roof Sign must comply with all applicable Governmental Requirements and be acceptable to Landlord. Furthermore, Tenant shall be responsible for all costs and expenses associated with: (a) the installation of the Roof Sign (including the costs and expenses of any equipment or structures reasonably requested by Landlord to ensure its proper installation and to limit potential damage to the Premises or third parties); (b) any damage caused by the Roof Sign or associated with its installation; and (c) the removal of the Roof Sign upon the expiration of the tenancy under this Lease.

ARTICLE VIII - LANDLORD'S OBLIGATION WITH RESPECT TO THE PREMISES

8.1 Landlord's Repair and Maintenance Obligations. Subject to the terms and provisions of Article VII (Tenant's Obligations with Respect to the Premises) and Article XI (Damage by Casualty and Condemnation), during the Lease Term, Landlord shall maintain in good condition and repair, and replace as necessary, the roof, exterior walls, foundation and structural frame of the Building and the parking and landscaped areas, the costs of which shall be included in Operating Expenses; provided, however, that to the extent any of the foregoing items require repair because of the negligence, misuse, or default of Tenant, its employees, agents, customers or invitees, after ten (10) days advance notice to Tenant requesting that Tenant make any required repairs, if Tenant shall not have accomplished such repairs then Landlord may make such repairs solely at Tenant's expense.

Landlord shall not be liable for, and Tenant shall not be entitled to any abatement or reduction of rental by reason of, the Landlord's failure to comply with the foregoing provision when such failure is caused by accident, breakage, repairs, strikes, lockouts, or other labor disputes of any character, or by any other cause, beyond the reasonable control of the Landlord. Landlord shall not be liable under any circumstances for loss of or injury to property, however occurring, through or in connection with or incidental to failure to comply with the foregoing provision, nor shall any such failure relieve the Tenant from the duty to pay the full amount of rent and other sums of money herein provided to be paid by the Tenant, nor shall it constitute a constructive eviction of the Tenant.

8.2 Duty to Report Defective Conditions. Tenant agrees to report immediately in writing to the Landlord any defective condition in or about the Premises, the Property or Building known to Tenant whether Tenant is obligated to repair such defective condition or not.

ARTICLE IX - INDEMNIFICATION

9.1 Tenant's Indemnification. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises (other than those arising solely from negligence of Landlord or its agents or employees), or the conduct of its business or from any activity, work, or thing done, permitted or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act, neglect, fault or omission of the Tenant, or of its agents or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in or about such claim or any action or proceeding brought relative thereto and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel, chosen by Tenant and who is reasonably acceptable to Landlord. Tenant, as a material part of the consideration to Landlord hereby assumes all risk of damage to property or injury to persons in or about the Premises from any cause whatsoever except that which is caused by the failure of Landlord to observe any of the terms and conditions of this Lease where such failure has persisted for an unreasonable period of time after written notice of such failure, and Tenant hereby waives all claims in respect thereof against Landlord.

9.2 Landlord's Indemnification. Landlord shall indemnify Tenant and hold Tenant harmless against and from all claims arising from the negligence or willful misconduct of Landlord, its agents, employees or contractors, with respect to the Premises that is not insured against or required to be insured against under the insurance policies Tenant is required to maintain under this Lease.

9.3 Waiver of Claims. Tenant, as a material part of the consideration to be rendered to Landlord, hereby waives all claims against Landlord for damages to goods, wares and merchandise in, upon or about the Premises and for injury to Tenant, its agents, employees, invitees, or third persons in or about the Premises for any cause arising at any time.

9.4 Survival. The obligations of Landlord and Tenant under this Article IX arising by reason of any occurrence taking place during the term of this Lease shall survive the termination or expiration of this Lease.

ARTICLE X - INSURANCE

10.1 Hazards. No use shall be made or permitted to be made of the Premises, nor acts done which might increase the existing rate of insurance upon the Building or cause the cancellation of any insurance policy covering the Building, or any part thereof, nor shall Tenant sell, or permit to be kept, used or sold, in or about the Premises, any article which may be prohibited by the standard form of property insurance policies. Tenant shall, at its sole cost and expense, comply with any and all requirements pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of reasonable property and commercial general liability insurance, covering the Premises, Building, Property and appurtenances.

10.2 Tenant's Insurance. Tenant, at its own expense, shall maintain in full force and effect during the Lease Term and any extension or renewal hereof:

(a) Property insurance on all of Tenant's goods, inventory, fixtures, leasehold improvements, signs, equipment and all other items of personal property of Tenant located on or in the Premises with coverage for perils as set forth under the Insurance Services Office, Inc., Causes of Loss - Special Form, including without limitation, the perils of wind, for the full cost of replacement of such property without deduction for depreciation. Landlord will not carry insurance on Tenant's personal property or possessions.

(b) Commercial general liability insurance for the benefit of Landlord and Tenant jointly covering Tenant's operations in the Premises, for bodily injury and property damage in the amount of not less than Two Million Dollars (\$2,000,000.00) in respect to injuries to or death of more than one person in any one occurrence, in the amount of not less than One Million Dollars (\$1,000,000.00) in respect to injuries to or death of any one person, and in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence in respect to damage to property, such limits to be for any greater amounts as may be reasonably indicated by circumstances from time to time existing. Such policy shall name Landlord as an additional insured and shall be primary and non-contributing with any insurance carried by Landlord. The policy shall contain a contractual liability endorsement.

(c) Business interruption insurance, providing in the event of damage or destruction of the Premises, an amount sufficient to sustain Tenant for a period of not less than two hundred seventy (270) days for (i) the net profit that would have been realized had the business continued, and (ii) such fixed charges and expenses as must necessarily continue during a total or partial suspension of business to the extent to which they would have been incurred had no business interruption occurred.

(d) Worker's compensation insurance (including employees' liability insurance) in the statutory amount covering all employees of Tenant employed at or performing services at the Premises, in order to provide the statutory benefits required by the laws of the State of Florida.

The foregoing insurance shall be with insurance companies authorized to issue the relevant insurance, authorized to do business in Florida and at least A-rated in the most current edition of Best's Insurance Reports. The foregoing insurance policies shall protect Tenant and Landlord as their interests may appear, naming Landlord and Landlord's managing agent and mortgagee as additional insureds, and shall provide that they may not be canceled on less than thirty (30) days' prior written notice to Landlord. Tenant shall furnish Landlord with Certificates of Insurance evidencing all required coverages on or before the Commencement Date and a renewal certificate at least thirty (30) days before expiration of the then current policy. If Tenant fails to carry such insurance and furnish Landlord with such Certificates of Insurance after a request to do so, Landlord may obtain such insurance and collect the cost thereof from Tenant.

10.3 Landlord's Insurance. Landlord shall maintain commercial property insurance coverage on the Building and Property and shall maintain liability and other insurance in such amounts as may be required by Landlord's mortgagee, or in such amounts as Landlord, in its sole discretion, may deem appropriate. All such insurance shall be for the sole benefit of Landlord and, if required, Landlord's mortgagee and shall not protect or insure Tenant's property on the Premises.

10.4 Subrogation. All insurance policies maintained by Landlord or Tenant as provided in this Lease shall (if Tenant is able to obtain same) contain an agreement by the insurer waiving the insurer's right of subrogation against the other party to this Lease.

ARTICLE XI - DAMAGE BY CASUALTY AND CONDEMNATION

11.1 Damage by Casualty. If the Premises or any portion thereof are destroyed by storm, fire, lightning, earthquake or other casualty, Tenant shall immediately notify Landlord. In the event the Premises cannot, in Landlord's judgment, be restored within one hundred eighty (180) days of the date of such damage or destruction, this Lease shall terminate as of the date of such destruction, and all rent and other sums payable by Tenant hereunder shall be accounted for as between Landlord and Tenant as of the date. Landlord shall notify Tenant within thirty (30) days of the date of the damage or destruction whether the Premises can be restored within one hundred eighty (180) days. If this Lease is not terminated as provided in this Section, Landlord shall, to the extent insurance proceeds payable on account of such damage or destruction are available to Landlord (with the excess proceeds belonging to Landlord), within a reasonable time, repair, restore, rebuild, reconstruct or replace the damaged or destroyed portion of the Premises to a condition substantially similar to the condition which existed prior to the damage or destruction. Provided, however, Landlord shall only be required to repair, restore, rebuild, reconstruct and replace the Tenant Improvements described in Exhibit "C" and Tenant shall repair and replace any and all improvements installed in the Premises by Tenant and all trade fixtures, personal property, inventory, signs and other contents in the Premises, and all other repairs not specifically required of Landlord hereunder, in a manner and to at least the condition existing prior to the damage. Tenant's obligation to pay Base Rent shall abate until Landlord has repaired, restored, rebuilt, reconstructed or replaced the Premises, as required herein, in proportion to the part of the Premises which are unusable by Tenant. If the damage or destruction is due to the act, neglect, fault or omission of Tenant, there shall be no rent abatement except to the extent of rent loss insurance. Notwithstanding the provisions of this Section, if any such damage or destruction occurs within the final two (2) years of the Lease Term, then Landlord, in its sole discretion, may, without regard to the aforesaid 180-day period, terminate this Lease by written notice to Tenant.

11.2 Condemnation. If all or any substantial part of the Building or Property shall be acquired by the exercise of eminent domain, Landlord may terminate this Lease by giving written notice to Tenant on or before the date that actual possession thereof is so taken. If all or any part of the Premises shall be acquired by the exercise of eminent domain so that the Premises shall become commercially impractical for Tenant to use for the intended use, Tenant may terminate this Lease as of the date that actual possession thereof is so taken by giving written notice to Landlord. In the event of any such taking or transfer, whether of the entire Premises, or a portion thereof, it is expressly agreed and understood that all sums awarded, allowed or received in connection therewith shall belong to Landlord, and any rights otherwise vested in Tenant are hereby assigned to Landlord, and Tenant shall have no interest in or claim to any such sums or any portion thereof, whether the same be for the taking of the property or for damages, or otherwise. Nothing herein shall be construed, however, to preclude Tenant from prosecuting any claim directly against the condemning authority for loss of business, moving expenses, damage to, and cost of, trade fixtures, furniture and other personal property belonging to Tenant; provided, however, that Tenant shall make no claim which shall diminish or adversely affect any award claimed or received by Landlord.

ARTICLE XII - ASSIGNMENT AND SUBLETTING

Tenant may not, without the prior written consent of the Landlord, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease, or any interest therein, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant and its employees. If Tenant desires to take any of the foregoing actions, it shall deliver to the Landlord written notification of such intent, which notification shall provide the name, business address and telephone number, type of business, business

experience and such other information concerning the proposed assignee or sublessee as is requested by the Landlord. Consent to any proposed assignment, subletting or other transfer shall not be unreasonably withheld, delayed or denied by the Landlord, but shall be based, in part, upon whether the following characteristics of the proposed assignee or sublessee are found by the Landlord to be equivalent or comparable to the those of the Tenant (or, where applicable, the guarantors): (a) business and commercial reputation, (b) business experience, (c) financial condition and/or net worth, (d) financial condition and/or net worth of all proposed guarantors, (e) such other characteristics, attributes, qualities and conditions deemed appropriate and relevant in the Landlord's sole discretion. Moreover, the proposed assignee or sublessee shall be required to expressly assume all obligations of this Lease in writing in a form acceptable to the Landlord. If the Tenant is a corporation, partnership, joint venture or other entity, then a transfer of operating control over such entity or a transfer of fifty percent (50%) or more of any class of stock, general or limited partnership interests, joint venture interests or other incident of ownership in such entity shall be considered a transfer or assignment which must be approved in accordance with the provisions of this Article; provided, however, this sentence shall not apply so long as Tenant is an entity whose outstanding stock is listed on a recognized security exchange. Consent to one assignment or sublease shall not destroy or waive this provision, and all other assignments and subleases shall likewise be made only upon the prior written consent of the Landlord. Any and all sublessees or assignees shall become liable to the Landlord for all obligations of the Tenant, without relieving the Tenant's liability, which liability shall remain unabated during the term of this Lease and any renewals thereof. If all or any part of the Premises are then assigned or sublet, Landlord, in addition to any other remedies provided by this Lease or provided by law, may at its option, collect directly from the assignee or subtenant all rents becoming due to Tenant by reason of the assignment or sublease, and Landlord shall have a security interest in all properties on the Premises to secure payment of such sums. Any collection directly by Landlord from the assignee or subtenant shall not be construed to constitute a novation or a release of Tenant from the further performance of its obligations under this Lease. In the event that Tenant sublets the Premises or assigns this Lease and at any time receives rent and/or other consideration which exceeds that which Tenant would be that time be obligated to pay to Landlord, Tenant shall pay to Landlord 100% of any such excess and 100% of any other consideration received by Tenant from such subtenant in connection with such sublease or, in the case of any assignment of this Lease by Tenant, Landlord shall receive 100% of any consideration paid to Tenant by such assignee in connection with such assignment. In addition, should Landlord agree to an assignment or, sublease agreement, Tenant will pay to Landlord on demand the sum of \$1,000.00 to partially reimburse Landlord for its costs, including reasonable attorneys' fees, incurred in connection with processing such assignment or subletting request.

ARTICLE XIII - SALE OR MORTGAGE BY LANDLORD

13.1 Mortgagee's Rights and Estoppel Letters. This Lease shall, at Landlord's option, be inferior and subordinate to any mortgage deed and security agreement now on the Building or Property and to all advances already made, or which may be hereafter made, on account of said mortgage deed and security agreement to the full extent of all debts and charges secured hereby and to any renewals, enlargements or extensions of any part thereof and to any mortgage which the Landlord, any owner of or other landlord of the Building or Property may hereafter, at any time, elect to place onto the Building or Property. Tenant agrees upon request and without cost to Landlord to execute any document which the Landlord may deem necessary to accomplish that end, and, in the event Tenant fails to do so within fifteen (15) days after written demand, the Landlord is empowered to execute such document or documents in the name of the Tenant, and as the act and deed of the Tenant, and this authority is hereby declared to be coupled with an interest in real estate and not revocable.

The Tenant, at any time and from time to time within fifteen (15) days after written request of the Landlord, or of any mortgagee or purchaser or any prospective mortgagee or purchaser of the Premises or of

the Building or the Property, will execute, acknowledge and deliver to the Landlord without cost to Landlord, or such mortgagee or purchaser or prospective mortgagee or purchaser requesting the same, a certificate executed by the Tenant certifying:

(a) that this Lease is unmodified and in full force and effect (or, if there had been modifications, that the same is still in full force and effect as modified and stating the modifications);

(b) whether or not there are then existing any offsets or defenses against the enforcement of any of the terms hereof (and, if so, specifying the same);

(c) that there exists no condition or event which constitutes an event of default hereunder or which, after notice or lapse of time, or both, would constitute an event of default or if any such condition or event exists, specifying the nature and period of existence thereof and what action the Tenant has taken, is taking and proposes to take with respect thereto; and

(d) the dates, if any, to which the rent and other charges have been paid in advance. It is agreed by the Tenant that any such certificate may be relied upon by the Landlord, any purchaser or prospective purchaser and any mortgagee or prospective mortgagee of the Premises or of the Building or the Property, or any part thereof.

If requested to do so, Tenant agrees to attorn to any person or other entity that acquires title to the Building or Property, whether through judicial foreclosure, sale under power, or otherwise, and to any assignee of such person or other entity, provided such person or other entity recognizes all of Tenant's rights and remedies under this Lease.

13.2 Sale by Landlord. In the event of a sale or conveyance of the Building and/or Property by the Landlord, the same shall operate to release the Landlord from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of the Tenant. In such event, the Tenant agrees to look solely to the successor in interest of the Landlord in and to this Lease in pursuit of any remedies or obligations due Tenant hereunder. This Lease shall not be affected by any such sale, and the Tenant agrees to attorn to the purchaser or assignee, provided such purchaser or assignee recognizes all of Tenant's rights and remedies under this Lease.

ARTICLE XIV - DEFAULTS AND REMEDIES

14.1 Defaults. The occurrence of one or more of the following events shall constitute a default under this Lease:

(a) The failure or omission of the Tenant to pay when due any portion of Base Rent, Additional Rent or other monetary amounts due hereunder within five (5) days following the date when such payment was due.

(b) The failure of the Tenant to keep, observe or perform any term, provision or covenant of this Lease required hereunder to be kept, observed or performed by the Tenant within fifteen (15) days following written notice that such performance was due; provided, however, if Tenant's failure cannot reasonably be cured within fifteen (15) days, Tenant shall be allowed additional time (not to exceed 60 days) as is reasonably necessary to cure the failure so long

as: (1) Tenant commences to cure the failure within fifteen (15) days, and (2) Tenant diligently pursues a course of action that will cure the failure and bring Tenant back into compliance with the Lease. However, if Tenant's failure to comply creates a hazardous condition, the failure must be cured immediately upon notice to Tenant. In addition, if Landlord provides Tenant with notice of Tenant's failure to comply with any particular term, provision or covenant of the Lease on three (3) occasions during any 12-month period, Tenant's subsequent violation of such term, provision or covenant shall, at Landlord's option, be an incurable event of default by Tenant.

(c) If any representation, warranty or covenant made by or on behalf of Tenant in this Lease or in any other instrument or document executed by or furnished by or on behalf of Tenant to Landlord is false, incorrect or contains any misrepresentations in any material respect on the date when made or reaffirmed.

(d) All or substantially all of Tenant's assets in the Premises or Tenant's interest in this Lease are attached or levied under execution (and Tenant does not discharge the same within sixty (60) days thereafter); a petition in bankruptcy, insolvency or for reorganization or arrangement is filed by or against Tenant (and Tenant fails to secure a stay or discharge thereof within sixty (60) days thereafter); Tenant is insolvent and unable to pay its debts as they become due; Tenant makes a general assignment for the benefit of creditors; Tenant takes the benefit of any insolvency action or law; the appointment of a receiver or trustee in bankruptcy for Tenant or its assets if such receivership has not been vacated or set aside within thirty (30) days thereafter; or, dissolution or other termination of Tenant's charter if Tenant is an organization.

A default under this Lease shall constitute a default under the terms and conditions of any other agreements then existing and executed by and between the Tenant and Landlord.

14.2 Remedies Upon Default. Upon the occurrence of any default under this Lease, the Landlord shall have the right without notice or demand (except as provided in Section 14.1) to pursue any of its rights and remedies at law or in equity, including any one or more of the following remedies:

(a) Terminate this Lease, in which case Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord may, in compliance with applicable law and without prejudice to any other right or remedy, enter upon and take possession of the Premises and expel and remove Tenant and Tenant's personal property and any party occupying all or any part of the Premises. Tenant shall pay Landlord on demand the amount of all past due Rent and other losses and damages which Landlord may suffer as a result of Tenant's default, whether by Landlord's inability to relet the Premises on satisfactory terms or otherwise, including, without limitation, all Costs of Reletting (defined below) and any deficiency that may arise from reletting or the failure to relet the Premises. "Costs of Reletting" shall include all costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including, without limitation, reasonable legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant.

(b) Terminate Tenant's right to possession of the Premises and, in compliance with applicable law, expel and remove Tenant, Tenant's personal property and any parties occupying all or any part of the Premises. Landlord may (but shall not be obligated to) relet all or any part of

the Premises, without notice to Tenant, for a term that may be greater or less than the balance of the Term and on such conditions (which may include concessions, free rent and alterations of the Premises) and for such uses as Landlord in its absolute discretion shall determine. Landlord may collect and receive all rents and other income from the reletting. Tenant shall pay Landlord on demand all past due Rent, all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Premises. Landlord shall not be responsible or liable for the failure to relet all or any part of the Premises or for the failure to collect any Rent. The re-entry or taking of possession of the Premises shall not be construed as an election by Landlord to terminate this Lease unless a written notice of termination is given to Tenant.

(c) In lieu of calculating damages under Sections 14.2(a) or 14.2(b) above, Landlord may elect to receive as damages the sum of (a) all Rent accrued through the date of termination of this Lease or Tenant's right to possession, and (b) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Lease Term discounted to present value at the Prime Rate then in effect, minus the then present fair rental value of the Premises for the remainder of the Lease Term, similarly discounted, after deducting all anticipated Costs of Reletting.

Unless expressly provided in this Lease, the repossession or re-entering of all or any part of the Premises shall not relieve Tenant of its liabilities and obligations under the Lease. No right or remedy of Landlord shall be exclusive of any other right or remedy. Each right and remedy shall be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at law or in equity. If Landlord declares Tenant to be in default, Landlord shall be entitled to receive interest on any unpaid item of Rent at a rate equal to the Prime Rate plus 5%.

14.3 Non-Waiver of Default. Forbearance by Landlord to enforce one or more remedies shall not constitute a waiver of any default. No act or thing done by the Landlord or its employees and agents during the Lease Term shall be deemed an acceptance or surrender of the Premises, nor a constructive eviction, and no agreement to accept a surrender of the Premises shall be valid, unless the same shall be in writing and signed by the Landlord. The receipt by the Landlord of rental with knowledge of the breach of any covenant contained in this Lease shall not be deemed a waiver of such breach. No payment by Tenant or receipt by Landlord of a lesser amount than the rent payment agreed to in this Lease shall be deemed to be other than on account of the rent, nor shall any endorsement or statement on any check or payment as rent (or in any letter accompanying a check or payment as rent) be binding on Landlord or be deemed an accord and satisfaction (unless Landlord expressly agrees to an accord and satisfaction in a separate written agreement duly accepted by Landlord), 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 this Lease or under applicable law.

14.4 Abandonment. Tenant shall not vacate nor abandon the Premises at any time during the Lease Term; and if Tenant shall abandon, vacate or surrender the Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Premises shall, at the option of the Landlord, be deemed abandoned and title to any such personal property shall be deemed to be immediately vested in Landlord. The provisions of this section shall survive the expiration or other termination of this Lease.

14.5 Right of Landlord to Perform. All covenants and obligations to be performed by the Tenant under any of the terms of this Lease shall be performed by the Tenant at the Tenant's sole cost and expense and without any abatement of rent. If the Tenant shall fail to pay any sum of money, other than rent, required to be paid by it hereunder or shall fail to perform any other action on its part to be performed, and such failure

shall continue for fifteen (15) days after notice thereof by the Landlord, the Landlord may, but shall not be obligated to, and without waiving or releasing the Tenant from any obligation of the Tenant, perform on the Tenant's behalf any such acts to be made or performed. Any cost so incurred by Landlord, together with interest thereon at a rate equal to the Prime Rate plus 5% per annum, shall be payable to the Landlord on demand, and the Landlord shall have the same rights and remedies in the event of the nonpayment thereof as in the event of default by the Tenant in the payment of rent.

ARTICLE XV - RIGHT OF FIRST REFUSAL

15.1 Sale of Property to Third Party. If, at any time after the initial Termination Date, the Landlord desires to sell all or a portion of the Property (the "Offered Property Interest"), to someone other than the Tenant, and the Landlord receives a "bona fide offer from a qualified third party purchaser" (as defined in Section 15.5(a) below) to purchase such Offered Property Interest, then the Landlord may sell the Offered Property Interest, in accordance with the following provisions of this Article XV:

(a) If the Landlord desires to accept a "bona fide offer from a qualified third party purchaser" to purchase the Offered Property Interest, the Landlord shall deliver a written copy of such offer to the Tenant, together with a written offer (the "Offer") from the Landlord to sell the Offered Property Interest to the Tenant in accordance with such bona fide offer and the terms and conditions of this Article XV. As used herein, a "bona fide offer from a qualified third party purchaser" means a written and binding offer from any person that sets forth the proposed purchase price and terms of the proposed purchase and sale of the Offered Property Interest.

(b) The Tenant shall have the option to purchase all, but not less than all, of the Offered Property Interest for the price and in accordance with the terms set forth in the Offer. If the Tenant desires to exercise its option to purchase all, but not less than all, of the Offered Property Interest, the Tenant shall notify the Landlord in writing within fifteen (15) days after the date of the Tenant's receipt of the Offer that the Tenant is exercising its option to purchase all of the Offered Property Interest. The closing on the purchase and sale of the Offered Property Interest pursuant to this Article XV shall occur at a reasonable time and place selected by the Landlord, which in no event shall be later than thirty (30) days after the expiration of the fifteen (15) day period during which the Tenant had the option to purchase the Offered Property Interest pursuant to this Article XV (or such later time otherwise specified for closing in the Offer). If the Tenant delivers the notice that the Tenant is exercising its option to purchase all of the Offered Property Interest, Tenant shall be required to deliver with such Notice an escrow deposit payable to the trust account of Keating & Schlitt, P.A., as escrow agent, in the amount of One Hundred Thousand Dollars (\$100,000.00) (the "Offer Escrow Deposit"). The Offer Escrow Deposit shall be absolutely non-refundable, except in the event of Landlord's material default under the Offer. The foregoing terms shall be incorporated into the Offer.

(c) If after receipt of an Offer, the Tenant fails to exercise its option to purchase all of the Offered Property Interest pursuant to this Article XV, then the Landlord may sell the Offered Property Interest to the person giving the bona fide offer to which such Offer relates for the price and in accordance with the terms set forth in such bona fide offer. Furthermore, the right of first refusal set forth herein shall forever lapse and be terminated if Tenant shall not exercise its option as provided herein.

(d) At any time after the initial Termination Date that the Landlord sells the Property to a third party, after the Tenant has failed to exercise its right of first refusal to purchase the Offered Property Interest and/or failed to acquire such Offered Property Interest as required hereby, then either the Landlord or the third party purchaser shall have the right to terminate this Lease upon one hundred eighty (180) days advance written notice. Such termination shall be no earlier than one hundred eighty (180) days after the initial Termination Date.

ARTICLE XVI - GENERAL

16.1 Time of the Essence. Time, and timely performance, is of the essence of this Lease and of the covenants and provisions hereunder. Any time period that shall end on a Saturday, Sunday, legal holiday, or bank holiday shall extend to 5:00 p.m. of the next full business day.

16.2 Litigation and Attorneys' Fees. In the event it shall be necessary for either party to this Lease to bring suit to enforce any provision hereof or for damages on account of any breach of this Lease, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorneys' fees (including reasonable attorneys' fees and costs at trial and in any appellate or bankruptcy proceedings) as determined by the Court. In the event that Landlord is the prevailing party, such costs and expenses and reasonable attorneys fees shall be paid immediately upon demand as Additional Rent.

16.3 Brokers. Tenant's Broker and Landlord's Broker (collectively the "Broker") shall each be entitled to receive a commission in the amounts, and upon the terms and conditions, contained in a commission agreement between Landlord and Landlord's Broker. Tenant warrants and represents to Landlord that, other than Broker, no other party is entitled, as a result of the actions of Tenant, to a commission or other fee resulting from the execution of this Lease; and in the event Tenant extends or renews this Lease, or expands the Premises, and Tenant's Broker is entitled to a commission under the above-referenced commission agreement, Tenant shall pay all commissions and fees payable to any party (other than Tenant's Broker) engaged by Tenant to represent Tenant in connection therewith. Landlord warrants and represents to Tenant that, except as set forth above, no other party is entitled, as a result of the actions of Landlord, to a commission or other fee resulting from the execution of this Lease. Landlord and Tenant agree to indemnify and hold each other harmless from any loss, cost, damage or expense (including reasonable attorneys' fees) incurred by the non-indemnifying party as a result of the untruth or incorrectness of the foregoing warranty and representation, or failure to comply with the provisions of this subparagraph. Tenant's Broker is representing Tenant in connection with this Lease, and is not representing Landlord. Landlord's Broker, or employees of Landlord or its affiliates, are representing Landlord and are not representing Tenant.

16.4 Governing Law. This Lease shall be interpreted and enforced under the laws of the State of Florida.

16.5 Captions. The captions for each section of this Lease are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Lease, or the intent of any provision hereof.

16.6 Severability. Whenever possible, each provision of this Lease shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or held invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or

invalidity, without invalidating the remainder of such provision or the remaining provision of this Lease.

16.7 No Third Party Beneficiaries. It is the intent and understanding of the Tenant and the Landlord that this Lease is solely between them and for their benefit and, accordingly, no party other than the Tenant and the Landlord shall have any rights or privileges under this Lease either as third party beneficiaries or otherwise.

16.8 Notices. All notices provided for in this Lease shall be in writing and sent or delivered to the addresses set forth below or at such other addresses as the parties shall designate to each other in writing:

Landlord	Name: Pittman Street, LLC, a Florida limited liability company
	Address: c/o 250 East Colonial Drive, Orlando, Florida 32801; ATTN: John Kingman Keating
	Phone/Email/Facsimile: 407-425-2907, ext. 112 / jkk@keatlaw.com / 407-425-6345
Tenant	Name: Real Thread, Inc., a Florida corporation
	Address: 400B Pittman Street, Orlando, Florida 32801
	Phone/Email/Facsimile: 407-679-3895 / dru@realthread.com / 866-453-3434

Any notice or demand so given, delivered or made by United States mail shall be deemed to have been given: (a) in the case of hand delivery, when delivered to the address set forth above, (b) in the case of mailing, on the second business day after said document has been deposited in the United States Mails, postage prepaid, and sent by certified or registered mail and addressed to the other party at the address set forth above, and (c) in any case (including facsimile or electronic delivery) upon the actual receipt by the other party. Delivery to either party's legal counsel shall be deemed sufficient and complete delivery to such party. The Landlord and Tenant may from time to time notify the other or changes with respect to where and to whom notices should be sent by sending notification of such changes pursuant to this section.

16.9 Inspection. Tenant shall permit Landlord and Landlord's agents to enter the Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining the Building, or Property or for the purpose of making repairs, alterations, or additions to any portion of the Building, including the erection and maintenance of such scaffolding, canopies, fences and props as may be required, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, or for the purpose of showing the Premises to prospective tenants, or placing upon the building any usual or ordinary "For Sale" signs, without any rebate of rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the Premises thereby occasioned; and shall permit Landlord at any time within six (6) months prior to the expiration of the Lease Term, to place upon the Premises any usual or ordinary "For Lease" signs. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors of the Premises. Landlord shall have the right to use any means which Landlord may deem proper to open said doors in an emergency and any entry to the Premises obtained by the Landlord by any of said means, or otherwise, shall not under any circumstances be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of the Tenant from the Premises or any portion thereof.

16.10 Entire Lease, Modification and Waiver. This Lease contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise between the parties not

embodied in this instrument shall be of any force or effect. No amendment, modification or variation of this Lease or any of its terms or provisions shall be effective, binding or valid unless and until it is reduced to writing and executed by the parties. No failure of the Landlord to exercise any power given the Landlord by this instrument, or to insist upon strict compliance by the Tenant of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the Landlord's right to demand exact compliance with the terms of this Lease. The subsequent acceptance of rent by the Landlord shall not be deemed to be a waiver of any preceding breach by the Tenant of any term, covenant or condition of this Lease.

16.11 Successors and Assigns. The covenants and conditions herein contained shall, subject to the provision as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

16.12 Limitation on Landlord's Liability. The liability of the Landlord shall exist only so long as it is the owner of the fee or the leasehold of the Property, and such liability shall not continue or survive after transfer of ownership of said fee or leasehold by Landlord. Tenant shall look only to Landlord's estate and interest in the Property (or the proceeds thereof) for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of Landlord or its partners or principals, disclosed or undisclosed, shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Premises.

16.13 Radon Gas. Radon 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 gas and radon testing may be obtained from your county public health unit.

16.14 Authority. If Tenant is a corporation, partnership or other entity, each individual executing this Lease on behalf of said corporation, partnership or other entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, partnership or other entity in accordance with the duly adopted resolution of the Board of Directors of said corporation or with the bylaws of said corporation or under pertinent partnership, operating or other agreements, that any required consents or approvals of third parties have been obtained and that this Lease is binding upon said corporation, partnership or other entity.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURES AND ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Commercial Lease Agreement to be executed as of the date set forth adjacent to their signatures below.

WITNESSES:


WITNESS SIGNATURE

Dawn Betancourt

WITNESS NAME PRINTED


WITNESS SIGNATURE

Maricruz Aguiar

WITNESS NAME PRINTED


WITNESS SIGNATURE

Dawn Betancourt

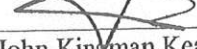
WITNESS NAME PRINTED


WITNESS SIGNATURE

Maricruz Aguiar


WITNESS NAME PRINTED

LANDLORD
PITTMAN STREET, LLC, a Florida limited
liability company

By: 
John Kingman Keating
As its Managing Member

Date Executed: 12/10/12

TENANT
REAL THREAD, INC., a Florida corporation

By: 
Dru A. Dalton
As its President

Date Executed: 12/10/2012

EXHIBIT "A" - FLOOR PLAN OR SKETCH OF PREMISES

EXHIBIT "B" - RULES AND REGULATIONS

1. Tenant agrees to comply with the following:

- (a) All loading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Landlord. Tenant shall not at any time block access to another tenant's suite. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of the Landlord are necessary for the proper operation of the Premises in the Property.
- (b) Trailers or trucks shall not be permitted to remain parked for more than five (5) consecutive days in any area of the Property, whether loaded, unloaded or partially loaded or unloaded.
- (c) All garbage, refuse and rubbish shall be deposited in the kind of container specified by Landlord, and shall be placed outside of the Premises prepared for collection in the manner and at the times and places specified by Landlord and in accordance with municipal regulations. Burning of garbage, refuse or rubbish any place on or in the Property premises is not permitted. If Landlord shall provide or designate a service for picking up garbage, refuse and rubbish, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse and rubbish.
- (d) No radio or television or other similar device shall be installed without first obtaining in each instance the Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the Premises, or on the grounds, without in each instance, the written consent of the Landlord. Any aerial so installed without such written consent may be removed by Landlord at any time and Landlord shall not be liable for such removal.
- (e) No loud speakers, phonographs, machinery, mechanical apparatus, or other devices shall be used or allowed to operate in a manner so as to be heard or seen outside of the Premises without the prior written consent of the Landlord.
- (f) The outside areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by the Tenant to the satisfaction of the Landlord and Tenant shall not place or permit any obstruction or merchandise in such areas, nor conduct any business there from. At no time shall outside storage of any material or other item belonging to, for the benefit of, or controlled by Tenant be permitted.
- (g) The plumbing facilities shall not be used for any other purposes than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expenses of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused same.
- (h) Tenant shall, at Tenant's cost, keep the Premises free of insects, rodents, vermin, and other pests.
- (i) Tenant shall not conduct any auction, fire, bankruptcy, selling-out, or closing-out sale on or about the Premises.

2. Landlord reserves the right from time to time to suspend, amend or supplement the foregoing rules and regulations, and to adopt and promulgate additional rules and regulations applicable to the Premises. Notice of such rule and regulations and amendments and supplements thereto, if any, shall be given to the Tenant.

3. Tenant agrees to comply with all additional and supplemental rules and regulations upon notice of same from Landlord.

4. Tenant shall cease all conduct prohibited pursuant to the Rules and Regulations promptly upon written notice from Landlord. In the event Tenant fails to cease all conduct prohibited pursuant to the Rules and Regulations within ten (10) days after written notice from Landlord, then Tenant shall pay to Landlord \$100.00 for each day or portion thereof after such written notice that Tenant fails to cease such conduct.

IN WITNESS WHEREOF, Landlord and Tenant have initialed these Rules and Regulations and hereby incorporate these Rules and Regulations into this Lease.

Initial:  (For Landlord)

Initial: DD (For Tenant)

EXHIBIT "C" - TENANT IMPROVEMENTS ADDENDUM

Landlord shall have no obligation to make any improvements, repairs, renovations, or alterations to the Premises.

Tenant shall make the improvements as follows: Plans and specifications to be delivered to Landlord on or before January 15, 2013.

IN WITNESS WHEREOF, Landlord and Tenant have initialed this Tenant Improvements Addendum and hereby incorporate this Tenant Improvements Addendum into this Lease.

Initial:  (For Landlord)

Initial: DP (For Tenant)

EXHIBIT "D" - RENEWAL OPTION ADDENDUM

Renewal Options. Landlord grants to Tenant the right and option of extending and renewing this Lease for two (2) successive extension periods of sixty (60) months each (the "First Renewal Term" and "Second Renewal Term", collectively the "Renewal Terms"). In order to validly exercise the First Renewal Option, the Tenant shall be required to deliver to the Landlord written notification (the "First Renewal Notification") of Tenant's exercise of the First Renewal Option on or before nine (9) months prior to the end of the Lease Term, or the Renewal Options shall lapse. Similarly, in order to validly exercise the Second Renewal Option, the Tenant shall be required to deliver to the Landlord written notification (the "Second Renewal Notification") of Tenant's exercise of the Second Renewal Option on or before nine (9) months prior to the end of the First Renewal Term, or the Second Renewal Option shall lapse. At the Landlord's option and in its sole discretion, the Renewal Options (and any of Tenant's rights arising therefrom) may be terminated (either before or after Tenant's attempted exercise of the Renewal Options) in the event: (a) the Tenant shall have defaulted under this Lease and such default shall not have been cured within the applicable cure period as set forth in this Lease; and (b) the Tenant, its successor, assign or sublessee, shall not be in actual possession of all of the Premises or shall not be conducting its normal business operations from all of the Premises. As a condition precedent to the exercise of the Second Renewal Option, the Tenant must have exercised the First Renewal Option. Except for the Rent, the terms, conditions, covenants, and obligations set forth in this Lease shall continue to apply during the Renewal Terms, unless specifically provided otherwise herein. The Rent and other amounts due during the Renewal Terms shall be mutually agreed to between the Landlord and Tenant within sixty (60) days of the delivery of the First Renewal Notification or Second Renewal Notification, as applicable. If the Landlord and Tenant do not agree on the Rent and other amounts due and have not executed an amendment to this Lease setting forth the parties' agreement with regard thereto within such sixty (60) day period, then either party may terminate the Renewal within thirty (30) days after the end of such sixty (60) day period and the Tenant's exercise of its Renewal Option shall be deemed ineffective and null and void in its entirety and this Lease shall terminate at the end of the initial Lease Term, or First Renewal Term, as applicable.

IN WITNESS WHEREOF, Landlord and Tenant have initialed this Renewal Option Addendum and hereby incorporate this Renewal Option Addendum into this Lease.

Initial:  (For Landlord)

Initial:  (For Tenant)

EXHIBIT "E" - LEASE GUARANTY

THIS LEASE GUARANTY (the "Guaranty") is given by **Dru A. Dalton** (the "Guarantor") to induce **Pittman Street, LLC**, a Florida limited liability company (the "Landlord"), to enter into that certain Commercial Lease Agreement dated the 10th day of December, 2012 between the Landlord and **Real Thread, Inc.**, a Florida corporation (the "Tenant").

WITNESSETH:

WHEREAS, the Tenant desires to lease from Landlord certain premises located in Orange County, Florida at 400B Pittman Street, Orlando, Florida 32801 on terms and conditions set forth in the Lease; and

WHEREAS, the Landlord has agreed to enter into the Lease and lease the Premises described therein to the Tenant on the express condition that the Guarantor executes this Guaranty; and

WHEREAS, the Guarantor desires that the Landlord enter into the Lease with the Tenant.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Guarantor, the Guarantor agrees as follows:

1. Obligation of Guarantor. The Guarantor, on behalf of himself and his successors, assigns, legal representatives and heirs, jointly and severally, absolutely and unconditionally guarantees to the Landlord, its successors and assigns, the full and prompt performance and observance of all the provisions, terms and conditions of the Lease which Tenant is required to perform and observe, including, without limitation, the rules and regulations which Landlord may deliver to Tenant during the Lease Term pursuant to the Lease. There shall be absolutely no requirement of any notice of non-payment, non-performance, or non-observance, or requirement of proof, or notice, or demand.

2. Term of Guaranty. The liability of the Guarantor hereunder shall continue until all obligations to be performed and amounts to be paid by the Tenant pursuant to the terms and conditions of the Lease have been completely performed or fully paid, whether during the Lease Term or thereafter. This shall include the payment of any loss or damage incurred by the Landlord with respect to the Lease and Tenant's occupancy of the premises, or any other matter covered by this Guaranty. Further, this Guaranty shall remain in full force and effect and bind Guarantor to its terms and conditions during or with respect to any extension, modification or renewal of the Lease.

3. Consent to Landlord's Acts. The Guarantor consents, without affecting the Guarantor's liability to the Landlord hereunder, that the Landlord may, without notice to or consent of the Guarantor, with or without consideration and upon such terms as it may deem advisable: (a) extend, in whole or in part, by renewal or otherwise, and for any period or periods, the term of the Lease or time for payment of amounts now or hereafter owed to Landlord by the Tenant pursuant to the Lease, or amounts held by the Landlord as security for any such obligation; (b) settle or compromise any claim of the Landlord, and (c) release, in whole or in part, any person primarily or secondarily liable or obligated under the Lease or any other indebtedness or obligation of Tenant to Landlord. The Guarantor hereby ratifies and confirms any such extension, renewal, release, surrender, exchange, modification, impairment, settlement, or compromise; and all such actions shall be binding upon the Guarantor who hereby waives all defenses, counterclaims, or offsets which the Guarantor might have by reason thereof.

4. Waivers by Guarantor. The Guarantor waives: (a) notice of default or failure of performance or

payment, notice of demand for payment, or other notices required or presented pursuant to the Lease; and (b) all defenses, offsets and counterclaims that the Guarantor may at any time have to any claim of the Landlord against the Tenant.

5. Representation by Guarantor. The Guarantor represents that, at the time of the execution and delivery of this Guaranty, nothing exists to impair the effectiveness of the liability of the Guarantor to the Landlord hereunder, or the immediate taking effect of this Guaranty as the sole agreement between the Guarantor and the Landlord with respect to guaranteeing the performance and repayment of the Tenant's obligation to the Landlord pursuant to the Lease. The Guarantor further represents that it has received a copy of the Lease with all exhibits and attachments thereto, if any.

6. Remedy of Landlord. The Landlord may at its option proceed in the first instance against the Guarantor to enforce performance or collect amounts due under the Lease or any other obligation covered by this Guaranty, without first proceeding against the Tenant, or any other person, firm, or corporation, and without first resorting to any property at any time held by the Landlord as collateral security.

7. Attorneys' Fees and Costs. If any legal action or other proceeding or action is brought for the enforcement of this Guaranty, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Guaranty, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all other expenses, even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include paralegal fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

8. Modification of Guaranty. The whole of this Guaranty is herein set forth and there is no verbal or other written agreement, and no understanding or custom affecting the terms hereof. This Guaranty can be modified only by a written instrument signed by the party to be charged therewith.

9. Construction and Benefit. This Guaranty is delivered and made in, and shall be construed pursuant to, the laws of the State of Florida, and is binding upon the Guarantor and his successors, heirs, assigns and legal representatives, and shall inure to the benefit of the Landlord, its successors and assigns.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed this ____ day of December, 2012.

WITNESSES:

GUARANTOR
DRU A. DALTON

WITNESS SIGNATURE

Dru A. Dalton

WITNESS NAME PRINTED

Date Executed: _____

WITNESS SIGNATURE

WITNESS NAME PRINTED

THIS LEASE GUARANTY (the "Guaranty") is given by Dru A. Dalton (the "Guarantor") to induce Pittman Street, LLC, a Florida limited liability company (the "Landlord"), to enter into that certain Commercial Lease Agreement dated the 10 day of December, 2012 between the Landlord and Real Thread, Inc., a Florida corporation (the "Tenant").

WITNESSETH:

WHEREAS, the Tenant desires to lease from Landlord certain premises located in Orange County, Florida at 400B Pittman Street, Orlando, Florida 32801 on terms and conditions set forth in the Lease; and

WHEREAS, the Landlord has agreed to enter into the Lease and lease the Premises described therein to the Tenant on the express condition that the Guarantor executes this Guaranty; and

WHEREAS, the Guarantor desires that the Landlord enter into the Lease with the Tenant.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Guarantor, the Guarantor agrees as follows:

1. Obligation of Guarantor. The Guarantor, on behalf of himself and his successors, assigns, legal representatives and heirs, jointly and severally, absolutely and unconditionally guarantees to the Landlord, its successors and assigns, the full and prompt performance and observance of all the provisions, terms and conditions of the Lease which Tenant is required to perform and observe, including, without limitation, the rules and regulations which Landlord may deliver to Tenant during the Lease Term pursuant to the Lease. There shall be absolutely no requirement of any notice of non-payment, non-performance, or non-observance, or requirement of proof, or notice, or demand.

2. Term of Guaranty. The liability of the Guarantor hereunder shall continue until all obligations to be performed and amounts to be paid by the Tenant pursuant to the terms and conditions of the Lease have been completely performed or fully paid, whether during the Lease Term or thereafter. This shall include the payment of any loss or damage incurred by the Landlord with respect to the Lease and Tenant's occupancy of the premises, or any other matter covered by this Guaranty. Further, this Guaranty shall remain in full force and effect and bind Guarantor to its terms and conditions during or with respect to any extension, modification or renewal of the Lease.

3. Consent to Landlord's Acts. The Guarantor consents, without affecting the Guarantor's liability to the Landlord hereunder, that the Landlord may, without notice to or consent of the Guarantor, with or without consideration and upon such terms as it may deem advisable: (a) extend, in whole or in part, by renewal or otherwise, and for any period or periods, the term of the Lease or time for payment of amounts now or hereafter owed to Landlord by the Tenant pursuant to the Lease, or amounts held by the Landlord as security for any such obligation; (b) settle or compromise any claim of the Landlord, and (c) release, in whole or in part, any person primarily or secondarily liable or obligated under the Lease or any other indebtedness or obligation of Tenant to Landlord. The Guarantor hereby ratifies and confirms any such extension, renewal, release, surrender, exchange, modification, impairment, settlement, or compromise; and all such actions shall be binding upon the Guarantor who hereby waives all defenses, counterclaims, or offsets which the Guarantor might have by reason thereof.

4. Waivers by Guarantor. The Guarantor waives: (a) notice of default or failure of performance or

5. Representation by Guarantor. The Guarantor represents that, at the time of the execution and delivery of this Guaranty, nothing exists to impair the effectiveness of the liability of the Guarantor to the Landlord hereunder, or the immediate taking effect of this Guaranty as the sole agreement between the Guarantor and the Landlord with respect to guaranteeing the performance and repayment of the Tenant's obligation to the Landlord pursuant to the Lease. The Guarantor further represents that it has received a copy of the Lease with all exhibits and attachments thereto, if any.

7. Attorneys' Fees and Costs. If any legal action or other proceeding or action is brought for the enforcement of this Guaranty, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Guaranty, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all other expenses, even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include paralegal fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

9. Construction and Benefit. This Guaranty is delivered and made in, and shall be construed pursuant to, the laws of the State of Florida, and is binding upon the Guarantor and his successors, heirs, assigns and legal representatives, and shall inure to the benefit of the Landlord, its successors and assigns.

WITNESSES:

WITNESS NAME PRINTED

WITNESS SIGNATURE

WITNESS NAME PRINTED _____

Dru A. Dalton

Date Executed: 12/10/2012

payment, notice of demand for payment, or other notices required or presented pursuant to the Lease; and (b) all defenses, offsets and counterclaims that the Guarantor may at any time have to any claim of the Landlord against the Tenant.

5. Representation by Guarantor. The Guarantor represents that, at the time of the execution and delivery of this Guaranty, nothing exists to impair the effectiveness of the liability of the Guarantor to the Landlord hereunder, or the immediate taking effect of this Guaranty as the sole agreement between the Guarantor and the Landlord with respect to guaranteeing the performance and repayment of the Tenant's obligation to the Landlord pursuant to the Lease. The Guarantor further represents that it has received a copy of the Lease with all exhibits and attachments thereto, if any.

6. Remedy of Landlord. The Landlord may at its option proceed in the first instance against the Guarantor to enforce performance or collect amounts due under the Lease or any other obligation covered by this Guaranty, without first proceeding against the Tenant, or any other person, firm, or corporation, and without first resorting to any property at any time held by the Landlord as collateral security.

7. Attorneys' Fees and Costs. If any legal action or other proceeding or action is brought for the enforcement of this Guaranty, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Guaranty, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all other expenses, even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include paralegal fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

8. Modification of Guaranty. The whole of this Guaranty is herein set forth and there is no verbal or other written agreement, and no understanding or custom affecting the terms hereof. This Guaranty can be modified only by a written instrument signed by the party to be charged therewith.

9. Construction and Benefit. This Guaranty is delivered and made in, and shall be construed pursuant to, the laws of the State of Florida, and is binding upon the Guarantor and his successors, heirs, assigns and legal representatives, and shall inure to the benefit of the Landlord, its successors and assigns.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed this 10 day of December, 2012.

WITNESSES:


WITNESS SIGNATURE Dawn Betancourt

GUARANTOR
DRU A. DALTON


Dru A. Dalton

Date Executed: 12/10/2012