



6. On or about April 20, 2007, ARA as Landlord, and Hot Buckles, Inc. ("HBI") as Tenant, entered into a written Lease Agreement (the "Original Lease") for 2,500 square feet of office and warehouse space within the Airport Industrial Park at 5416 Airport Boulevard, Tampa, Florida 33634, for a term of three (3) years from June 1, 2007 to May 31, 2010 (the "Leased Premises"). A copy of the Original Lease is annexed hereto as Exhibit "A."

7. On or about June 19, 2008, ARA and HBI entered into a First Amendment to Lease (the "First Amendment"), whereby HBI was granted an option to renew the lease on the terms set forth therein. The other terms of the Original Lease remained in full force and effect except for those items specifically set out in the First Amendment. A copy of the First Amendment is annexed hereto as Exhibit "B."

8. On or about February 24, 2009, ARA and HBI entered into a Second Amendment to Lease (the "Second Amendment"), whereby the Leased Premises were expanded to include 500 square feet of additional space within the Airport Industrial Park at 5400 Airport Boulevard (the "Initial Expansion Premises"). The other terms of the Original Lease and First Amendment remained in full force and effect except for those items specifically set out in the Second Amendment. A copy of the Second Amendment is annexed hereto as Exhibit "C."

9. On or about May 26, 2010, ARA and HBI entered into a Third Amendment to Lease ("Third Amendment"), whereby the lease term was extended to May 31, 2013 and the Leased Premises were expanded to include 2,000 square feet of additional space at 5412 Airport Boulevard (the "Final Expansion Premises") and HBI agreed to relinquish possession of the Initial Expansion Premises on the terms set forth in the Third Amendment. The other terms of the Original Lease, First Amendment and Second Amendment remained in full force and effect except for those items specifically set out in the Third Amendment. A copy of the Third Amendment is annexed hereto as Exhibit "D."

10. On or about October 27, 2010, ARA, HBI, Gibson and Integrity entered into a Lease Assignment Agreement (the "Assignment"), whereby the Original Lease and amendments thereto were assigned to Gibson and Integrity (collectively, the "Tenant") effective November 15, 2010. Tenant assumed and agreed to observe and perform each obligation under the Original Lease and all amendments thereto. The other terms of the Original Lease, First Amendment, Second Amendment and Third Amendment remained in full force and effect except for those items specifically set out in the Assignment. A copy of the Assignment is annexed hereto as Exhibit "E."

11. On or about May 22, 2013, ARA and Tenant entered into a Fourth Amendment to Lease (the "Fourth Amendment"), whereby the Lease term was extended to May 31, 2015 at the base rental set forth in the Fourth Amendment. The other terms of the Original Lease, First Amendment, Second Amendment, Third Amendment and Assignment remained in full force and effect except for those items specifically set out in the Fourth Amendment. A copy of the Fourth Amendment is annexed hereto as Exhibit "F."

12. Under the express terms of the Original Lease, the First Amendment, Second Amendment, Third Amendment, Assignment and Fourth Amendment (collectively, the "Lease"), Tenant covenanted and agreed:

- a. to pay a base rental as set out in the Lease in equal monthly installments;
- b. to pay tenant's proportionate share of any increase in real estate taxes, insurance, and operating expenses;
- c. to pay all applicable Florida state sales and use taxes;
- d. to pay a late charge of ten percent (10%) simple interest per annum on all payments due under the Lease that are not paid within ten (10) days after plaintiff's demand; and

e. to pay all of plaintiff's costs, including reasonable attorneys' fees, incurred by plaintiff in any action or proceeding to enforce the defendants' obligations under the Lease.

13. Tenant breached the Lease by: (a) failing to pay rent and other Lease charges for the month of January 2014, and for all subsequent months; and (b) abandoning the Leased Premises on January 24, 2014 before the end of the Lease term.

14. As a direct and proximate result of Tenant's breach of the Lease, ARA has incurred substantial damages in the loss of rentals and other amounts due under the Lease, which rentals continue to accrue through the entry of judgment in this case.

15. ARA has declared and does hereby declare the unpaid portion of the rent and other amounts under the Lease to be immediately due and payable.

16. ARA has retained the law firm of Carey, O'Malley, Whitaker & Mueller, P.A., and has agreed to pay a reasonable fee for professional services rendered herein.

17. All conditions precedent to the relief requested herein have occurred, have been performed, or have been waived.

**WHEREFORE**, ARA requests that the Court enter judgment for damages against Gibson and Integrity, jointly and severally, together with interest, costs of this action, attorneys' fees, and such other relief as the Court deems proper.

CAREY, O'MALLEY, WHITAKER & MUELLER, P.A.  
712 South Oregon Avenue  
Tampa, Florida 33606-2516  
Tel. 813-250-0577 / Fax 813-250-9898  
Attorneys for Plaintiff ARA Properties No. 3, Ltd.

By: /s/ Angela M. Covington  
Angela M. Covington, FL Bar No. 39625  
Primary E-mail: [acovington@cowmpa.com](mailto:acovington@cowmpa.com)

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**AIRPORT INDUSTRIAL PARK  
LEASE ASSIGNMENT AGREEMENT**

THIS LEASE ASSIGNMENT AGREEMENT (the "Assignment") is made as of this 27<sup>th</sup> day of October 2010 by and among ARA PROPERTIES NO. 3, LTD. ("Lessor"), HOT BUCKLES, INC., ("Assignor") and INTEGRITY LIFESCIENCES LLC AND JAMES J. GIBSON, JR., personally and individually, jointly and severally ("Assignee").

**WITNESSETH:**

WHEREAS, by Lease Agreement dated as of April 20, 2007, as amended by First Amendment dated June 19, 2008, Second Amendment dated February 24, 2009 and Third Amendment dated May 26, 2010 (collectively, the "Lease"), Lessor leased to Assignor an "agreed upon" 4,500 rentable square feet office and warehouse space located at 5412 and 5416 Airport Boulevard, Tampa, Florida 33634 (such unit hereinafter referred to as the "Premises" or "Demised Premises"). A true and complete copy of the Lease is attached hereto as Exhibit A.

WHEREAS, Assignor has requested Lessor's consent to assign, transfer and set over the Lease unto Assignee, and Lessor is willing to grant such consent subject to and in accordance with the terms and conditions set forth below; and

WHEREAS, Lessor, Assignor and Assignee desire to formally reflect their understandings and agreements whereby the Lease is to be assigned as set forth herein below; and

WHEREAS, the Lease Term is scheduled to expire by its terms on May 31, 2013; and

WHEREAS, Lessor, Assignor and Assignee desire to make certain other modifications to the Lease; and

WHEREAS, any of the terms used herein and not defined herein shall have the same meaning attributed to them in the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein the parties agree as follows:

**Assignment of Lease**

1. The Effective Date of the Assignment ("Effective Date") shall be November 15, 2010.




2. Effective as of the Effective Date, Assignor does hereby assign, transfer and set over unto Assignee, and Assignee does hereby accept, all Assignor's right, title and interest in and to the Lease. From and after the Effective Date, all references to Lessee in the Lease shall apply to Assignee.

3. Assignee agrees that as of the Effective Date, it accepts this Assignment subject to the terms and conditions hereof, and that it assumes all of Assignor's obligations under the Lease, including without limitations Assignor's obligation to pay all base rent, and additional rent due and payable thereunder. Notwithstanding the foregoing, Assignor is and shall remain liable for all charges incurred with respect to the Premises and for the full performance of all covenants and conditions set forth in the Lease, including, without limitation, all insurance and indemnity obligations, the obligation to cure any default under or breach of the Lease (whether such default is caused by Assignor, Assignee or anyone claiming by, through or under either) and the obligation to make all payments under the Lease.

4. Subject to the terms and conditions hereof, Lessor hereby consents to this Assignment and agrees that, so long as Assignee shall faithfully perform all obligations under the Lease (as amended hereby), Assignee shall have all of the rights and privileges granted to

Hot Buckles Assignment 10 25 10 Clean

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Assignor	Assignee	Lessor
		

**EXHIBIT "E"**

Assignor, as Lessee under the Lease. Except as specifically set forth herein, the Lease shall continue in full force and effect in accordance with its terms.

5. All notices required or desired to be given hereunder by any party to the other shall be given by certified or registered mail, or recognized overnight delivery service. Notices to the respective parties shall be addressed as follows:

If to Assignor:  
HOT BUCKLES, INC.  
4097 N. 28<sup>th</sup> Way  
Hollywood, Florida 33020

If to Assignee:  
INTEGRITY LIFESCIENCES LLC  
Attn: James J. Gibson, Jr.  
2189 W. Busch Boulevard  
Tampa, Florida 33612

If to Lessor:  
ARA PROPERTIES NO. 3., LTD., c/o its Agent,  
Peter Lawrence Commercial Real Estate, Inc  
4710 Eisenhower Boulevard  
Suite C-1  
Tampa, Florida 33634

Any party may, by like written notice, designate a new address to which such notices shall be directed.

6. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

7. Security Deposit. In consideration of Lessor's consent to this Assignment, and as a condition precedent thereto, Assignee, Assignor, and Lessor agree to the following: All parties acknowledge that Lessor currently holds \$5,100.00 as a security deposit pursuant to the Lease, which amount shall be transferred to the account of Assignee. Assignor hereby waives any claim to or rights in such security deposit. Upon expiration of the Lease Term, provided Assignee fully complies with all terms and condition of the Lease, Lessor shall return the entire amount held as security to Assignee.

8. Base Rent. Effective November 1, 2010, Lessor, Assignor and Assignee agree to modify the Base Rent payable by Lessee as follows:

a. For the term November 1, 2010 through October 31, 2011, Base Rent shall be \$29,250.00 per annum payable at \$2,437.50 per month plus sales tax and applicable charges per the Lease.

b. For the term November 1, 2011 through October 31, 2012, Base Rent shall be \$30,127.50 per annum payable at \$2,510.63 per month plus sales tax and applicable charges per the Lease.




c. For the term November 1, 2012 through May 31, 2013, Base Rent shall be payable monthly at \$2,585.95 plus sales tax and applicable charges per the Lease.

d. One twelfth (1/12<sup>th</sup>) of the annual Base Rent, plus applicable charges, shall be payable in equal monthly installments due, in advance, on the first day of each month of the Lease Term, as hereby extended.

9. Option to Terminate: Provided the Lease is not in default; Assignee shall have the right to terminate the term of this Lease effective October 31, 2012 (the "Termination Date") subject to and in accordance with the following terms and conditions. Assignee may exercise such right by giving both Lessor and Assignor written notice thereof (the "Termination

Hot Buckles Assignment 10 25 10 Clean

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Assignor	Assignee	Lessor
		

Notice") not later than July 31, 2012. If Assignee timely and properly exercises such right, then within ten (10) days of Lessor's and Assignor's receipt of such notice, Assignor shall deliver to Lessor, a Termination Payment (the "Termination Payment") equal to Three Thousand Nine Hundred Sixty-Eight and 27/100 Dollars (\$3,968.27). Lessor's receipt of the Termination Payment shall be a condition precedent to the effectiveness of such Termination Notice, and shall be in addition to, and not in lieu of, the rental payments due and payable hereunder through the Termination Date. If Assignee does not timely exercise its right of termination pursuant to this Section or if Assignor or Assignee fail to timely comply with any other term or condition of this Section, then such right of termination shall immediately lapse and be of no further force or effect.

10. Assignment Fee. Assignor shall deliver to Lessor, upon Assignor's execution of this Assignment (and as a condition precedent to the effectiveness of this Assignment), an Assignment Fee (the "Assignment Fee") equal to Three Thousand Fifty-Four and 50/100 Dollars (\$3,054.50). Lessor hereby acknowledges receipt of Assignor's check, subject to collection, for the full amount of the Assignment Fee.


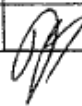

11. Condition of the Premises. Lessor shall not be required to do any work in or upon the Premises or the building to ready the same for Assignee's use or occupancy of the Premises. Assignee agrees to accept the Premises in "as-is" condition, it being acknowledged that Assignee is fully familiar with the condition of the Premises.

12. Broker. Assignor and Assignee warrant and represent that they dealt with no broker in connection with this transaction and had no conversations or dealings with any broker in connection with this transaction. Assignor and Assignee hereby indemnify Lessor against any claims of any broker and agrees to reimburse Lessor for any damages Lessor might sustain by reason of such claims including Lessor's cost of defending any action in connection therewith and any reasonable legal fees of Lessor in connection therewith.

13. Except as amended hereby, all the terms and conditions of the Lease, as heretofore in effect, shall remain in full force and effect and all the terms and conditions of the Lease, as hereby amended, are hereby ratified and confirmed in all respects.

14. Each of the persons executing this Assignment on behalf of Lessor, Assignor and Assignee hereby covenants and warrants to the other party that Lessor, Assignor or Assignee, as the case may be, has full right and authority to enter into this Assignment, and that the person signing on behalf of Lessor, Assignor or Assignee, as the case may be, is authorized to do so.

{Signature Page Follows}

Assignor	Assignee	Lessor
		

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first set forth above.

**WITNESS:**

By: [Signature]  
Name: Kristopher M. Hoover  
By: [Signature]  
Name: M.A. CARDINALE

**ASSIGNOR:**  
**HOT BUCKLES, INC., a Florida corporation**

By: [Signature]  
Nir Appeltan  
President

**WITNESS:**

By: [Signature]  
Name: MILWAED HYDAR  
By: [Signature]  
Name: Jeddie Mendez

**ASSIGNEE:**  
**INTEGRITY LIFESCIENCES LLC**  
**and JAMES J. GIBSON, JR., personally and**  
**individually, jointly and severally**

By: [Signature]  
James J. Gibson, Jr.  
FEIN: 27-2462363  
SSN: 265-39-1136

**WITNESS:**

By: [Signature]  
Name: Leslie Rollet  
By: [Signature]  
Name: Sheryl Brennan

**LESSOR:**  
**ARA PROPERTIES NO. 3, LTD.**  
by its Agent,  
Peter Lawrence Commercial Real Estate, Inc.

By: [Signature]  
Kristopher M. Hoover  
President

Assignor	Assignee	Lessor
<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>



AIRPORT INDUSTRIAL PARK

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE (the "Fourth Amendment") is made as of the 22 day of MAY 2013 by and between ARA PROPERTIES NO. 3, LTD. ("Lessor") and INTEGRITY LIFESCIENCES LLC AND JAMES J. GIBSON, JR., personally and individually, jointly and severally ("Lessee") having an address at 2189 W. Busch Boulevard, Tampa, Florida 33612.

RECITALS:

WHEREAS, Lessor and Lessee are parties to that certain Lease Agreement dated as of April 20, 2007, as amended by First Amendment dated June 19, 2008, Second Amendment dated February 24, 2009, Third Amendment dated May 26, 2010 and Lease Assignment Agreement dated October 27, 2010 (collectively, the "Lease") pursuant to which Lessor leased to Lessee and Lessee from Lessor an "agreed upon" Four Thousand Five Hundred (4,500) square feet of gross rentable area located at 5412 and 5416 Airport Boulevard, Tampa, Florida 33634 (hereinafter referred to as the "Premises" or "Demised Premises"); and

WHEREAS, the Lease Term (the "Lease Term") is scheduled to expire May 31, 2013; and

WHEREAS, Lessor and Lessee desire to extend the Lease Term for a period of Twenty-Four (24) months.

WITNESSETH:

NOW, THEREFORE, in consideration of Ten and No/100ths Dollars (\$10.00) in hand paid by each party to the other, the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the parties agree as follows:

1. The recitals contained above are true to the best of the parties' knowledge and are incorporated by reference herein.

2. Except as otherwise defined herein, all terms and phrases used in this Fourth Amendment that are defined in the Lease shall have the same meaning as set forth in the Lease. In the event of any conflict between the Lease and this Fourth Amendment, the terms of this Fourth Amendment shall control.

3. The Lease Term, as hereby amended, is extended to expire on the last day of May 2015 and, except as otherwise provided herein, Lessee hereby waives and forever releases any option to renew or extend the term of the Lease subsequent to the last day of May 2015.

4. Commencing on June 1, 2013, the Base Rent payable by Lessee shall be as follows:

June 1, 2013 through May 31, 2014; \$30,375.00 per annum payable in twelve (12) equal monthly installments of \$2,531.25 plus sales tax and any other charges pursuant to the Lease; and

June 1, 2014 through May 31, 2015; \$31,286.25 per annum payable in twelve (12) equal monthly installments of \$2,607.19 plus sales tax and any other charges pursuant to the Lease.

One-Twelfth (1/12<sup>th</sup>) of the annual Base Rent plus sales tax and additional charges shall be payable in monthly installments due in advance on the first day of each month of the Lease Term as hereby extended.

5. Lessor shall not be required to do any work in or upon the Premises or the building to ready the same for Lessee's use or occupancy of the Premises. Lessee agrees to accept the Premises in an "as-is" condition, it being acknowledged that Lessee is fully familiar with the condition of the Premises. Notwithstanding the foregoing Lessor shall, at Lessor's sole cost and expense replace the office carpeting, vinyl tile and vinyl base board in the office, kitchen and

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Please Initial

Lessor	Lessee
<i>KM</i>	<i>JG</i>

Integrity - Fourth Amendment - 05.07.13

**"EXHIBIT F"**

rest room areas as shown on Exhibit A using Lessor's standard grade materials in a single color mutually agreed upon by Lessor and Lessee ("Lessor's Work"). Lessee shall be responsible for removing all furniture and personal items to allow Lessor to complete Lessor's Work. All of Lessor's Work shall take place during normal business hours.

7. Lessee warrants and represents that it dealt with no broker in connection with this transaction other than Cushman & Wakefield of Florida, Inc. and N/A (hereinafter referred to as the "Brokers") and had no conversations or dealings with any broker other than the Brokers in connection with this transaction and Lessee hereby indemnifies Lessor against any claims of any broker other than the Brokers by reason of any broker other than the Brokers having had any conversations or dealings with Lessee in connection with this transaction and does hereby indemnify Lessor against the same and agrees to reimburse Lessor for any damages Lessor might sustain by reason of such claims including Lessor's cost of defending any action in connection therewith and any reasonable legal fees of Lessor in connection therewith.

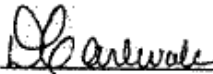
8. Except as amended hereby, all the terms and conditions of the Lease, as heretofore in effect, shall remain in full force and effect and all the terms and conditions of the Lease, as hereby amended, are hereby ratified and confirmed in all respects.

9. This Fourth Amendment shall not be effective and binding unless and until fully executed and delivered by Lessor to Lessee.

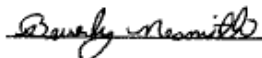
10. Each of the persons executing this Fourth Amendment on behalf of Lessor and Lessee hereby covenants and warrants to the other party that Lessor or Lessee, as the case may be, has full right and authority to enter into this Fourth Amendment, and that the person signing on behalf of Lessor or Lessee, as the case may be, is authorized to do so.

IN WITNESS WHEREOF, the parties hereto have, or have caused to be, executed this Fourth Amendment as of the day and year first set forth above.

WITNESSES:

  
\_\_\_\_\_

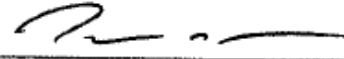
Print Name: MA CARLUVALE

  
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Print Name: Beverly Nesmith

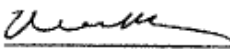
LESSOR:

ARA PROPERTIES NO. 3, LTD.,  
by its Agent,  
Peter Lawrence Commercial Real Estate, Inc.

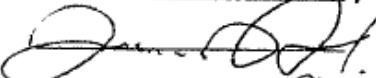
By:   
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Kristopher M. Hoover  
President

WITNESSES:

  
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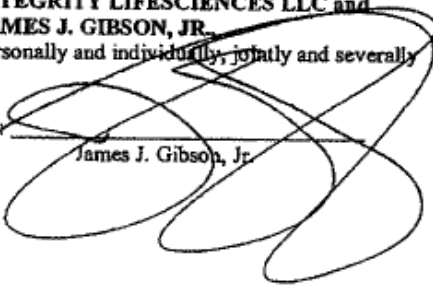
Print Name: MICHAEL HYDARI

  
\_\_\_\_\_

Print Name: Michael Bidie

LESSEE:

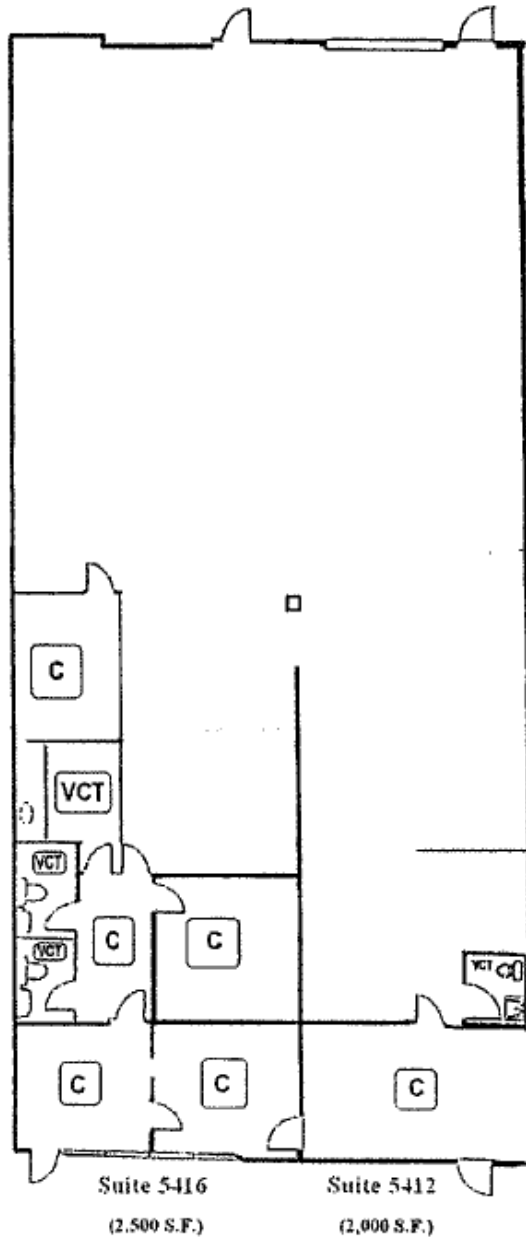
INTEGRITY LIFESCIENCES LLC and  
JAMES J. GIBSON, JR.  
personally and individually, jointly and severally

By:   
\_\_\_\_\_

James J. Gibson, Jr.

Please Initial  
Lessor KM Lessee JJG

EXHIBIT A  
LESSOR'S WORK



Note:

- |   |
|---|
| C |
|---|

 = Carpeting and vinyl base to be replaced
- |     |
|-----|
| VCT |
|-----|

 = Vinyl Tile and vinyl base to be replaced

Please Initia  
Lessor Lessee  
*[Handwritten initials]*