

EXHIBIT A

COMMERCIAL LEASE

THIS LEASE dated as of March 11, 2009 by and between South East District, Florida Annual Conference, United Methodist Church, Inc., a Florida corporation, whose address is 2850 S.W. 27th Avenue, Miami, Florida 33133 ("Landlord") and The Shepherd's Way, Inc., a Florida corporation whose address is 1822 N. Dixie Highway, Ft. Lauderdale, FL 33305 ("Tenant").

ARTICLE 1

DEFINITIONS; DEMISE; TERM

Section 1.1 Definitions. As used in this Lease, each of the following terms shall have the meaning set forth below:

- (a) "Commencement Date" shall mean the last date upon which this Lease is executed by the Parties and delivered to the other.
- (b) "Improvements" shall mean improvements, renovations, remodeling, changes, construction, licensing, permitting, reports, inspections, and any and all other improvements in connection with any repairs, renovations, remodeling, or construction on or in the Premises.
- (c) "Interest Rate" means the lesser of (i) the maximum rate per annum permitted to be collected from the Party obligated for the particular item involved or (ii) 10% per annum.
- (d) "Lease Term" shall have the meaning provided in Section 1.3.
- (e) "Lease Year" means a period of twelve consecutive months commencing on the Commencement Date and every yearly anniversary date thereafter.
- (f) "Legal Requirements" includes all laws, ordinances, orders, restrictions, rules, regulations, codes and requirements of all federal, state, county and municipal governments or courts; and such other body exercising similar functions.
- (g) "Parties" means both, and "Party" shall mean either, Landlord and Tenant.
- (h) "Premises" shall mean the land and building known as 1100 North Andrews Avenue, Ft. Lauderdale, FL 33311.
- (i) "Rent" shall have the meaning provided in Article 2.

- (j) "Rental Due Date" shall mean the day each month which is the same day during the month as the Commencement Date (e.g. if the Commencement Date is on the 20th of the month, the Rent shall be due on the 20th of each month thereafter).
- (k) "Tenant Improvements" shall mean any and all initial improvements made by Tenant to the Premises in Tenant's sole discretion, including without limitation the Certification Improvements to the extent paid for by Tenant.

Section 1.2 Lease. Landlord demises and leases to Tenant, and Tenant leases and takes from Landlord, the Premises. Tenant will perform all work necessary to prepare the Premises for Tenant's occupancy, which may include, without limitation, Tenant Improvements. For Tenant Improvements, Tenant shall obtain all necessary permits and engage licensed and insured professionals. In performing the Tenant Improvements, Tenant will comply with all Legal Requirements. Tenant shall obtain written consent from Landlord's Board of Directors before making any Improvements or alterations in excess of \$10,000.00 which consent shall not be unreasonably withheld or delayed.

Section 1.3 Term. The term of this Lease ("Lease Term") shall commence on the Commencement Date and expire on the day preceding the 15th anniversary of the Commencement Date. Both parties may elect to have three (3) additional five (5) year options to renew this Lease upon the same terms and conditions including the same rent provided that Tenant shall give Landlord not less than one hundred twenty (120) days notice prior to the end of the Lease term or option period of Tenant's intent to exercise its option to extend the Lease. If both parties are not in agreement as to the exercise of the additional option(s), then the lease agreement is hereby terminated and at the option of Landlord, Tenant may remain on the premises at will from month-to-month. Such month-to-month tenancy will be subject to every other term, condition and covenant contained in this Lease, however, under no circumstances will said tenancy be deemed a renewal or extension of the Lease.

ARTICLE 2 **RENT**

Section 2.1 Rent.

A. Tenant covenants and agrees to pay to Landlord, less any offsets or demands, at Landlord's address for notices as Rent for the Premises \$1.00 per month payable from the Commencement Date through the Lease term Rent shall be payable in advance on the Rental Due Date. Any Rent which is not paid when due shall bear interest as of the tenth day after the Rental Due Date of the month on which any sum is due and owing at the Interest Rate.

B. In addition to the Rent, Tenant shall pay all real estate taxes and special assessments on the Premises ("Taxes") and cost for all insurance reasonably required to be maintained by Landlord on the Premises ("Insurance"). Tenant shall cause such bills to be apportioned among its partners and/or co-tenants, as may be applicable.

Section 2.2 Taxes. Tenant shall pay any governmental tax or charge levied, assessed, or imposed on account of the payment by Tenant or receipt by Landlord of, or based, in whole or in part upon, the rents in this Lease reserved or upon the Premises or the value thereof, including, without limitation, all sales and use taxes. Tenant shall also pay any taxes due on Tenant's personal property.

Section 2.3 Deposit. NONE.

ARTICLE 3 CONDUCT OF BUSINESS BY TENANT

Section 3.1 Operation by Tenant. Tenant shall comply with all Legal Requirements with respect to the maintenance, use or occupancy of the Premises, and shall not permit any noxious, toxic or corrosive fuel or gas, dust, dirt or fly ash on the Premises nor place a load on any floor which exceeds the floor load per square foot which such floor was designed to carry. Landlord warrants and represents that the Premises do not presently contain any such materials.

Section 3.2 Intentionally Omitted.

Section 3.3 Utilities. Tenant shall be solely responsible for and promptly pay all charges for use or consumption of sewer, gas, electricity, water, removal of waste, trash and all other utility services, including the cost of temporary utility service during the construction of any of Tenant's Improvements. Landlord hereby appoints Tenant as its agent for purposes of addressing any issues arising in connection with utilities on or adjacent to the utilities and Tenant may take such actions as it deems appropriate to promote continued utility service to the Premises. If utility service should fail as a result of Tenant's action or inaction, the discontinuance of any utilities or services shall constitute a constructive eviction. If any such charges are not paid when due, Landlord may, at its option, pay the same, and any amount so paid by the Landlord shall thereupon become due to the Landlord from Tenant as additional rent. In no event shall Landlord be liable for an interruption or failure in the supply of any utilities to the Premises. In addition, at all times during the term of this Lease and any renewals thereof, Tenant, at its own cost and expense, shall comply with all requirements of the applicable water and sewer authority and any other applicable governmental agencies, or their successors, regulating the type and quality of waste that may be discharged into the sanitary sewers serving the Premises, or otherwise, including, without limitation, the installation of any alternative waste disposal or pre-treatment system that may from time to time be designated by said Authority. Tenant hereby agrees to indemnify and hold

Landlord harmless from and against any and all claims, costs, liabilities, damages, fines, fees or other expenses whatsoever (including reasonable attorney's fees and appellate attorneys' fees and court costs), arising from or growing out of Tenant's failure to comply with any such governmental requirements. Any alternative industrial waste disposal or pre-treatment system shall immediately become and remain part of the real estate and the property of Landlord. Landlord, the applicable water and sewer authority and any such other applicable governmental agencies, or their successors, shall have the right from time to time to order such tests as either may determine to be necessary to detect and analyze the waste and effluent being discharged into the waste collection system from the Premises. Further, Tenant agrees to clean, maintain and empty the storm drains (to the extent any exist) on a monthly basis.

Section 3.4 Assignment and Subletting.

A. Tenant may not assign this Lease. Tenant may sublet any part of the Premises without Landlord's prior consent, provided that such persons or entities subletting the Premises use the Premises for similar purposes and whose mission and day to day activities are in compliance with the Social Principles as discussed in the most current version of the Book of Discipline of the United Methodist Church. All persons or entities subletting any part of the Premises shall be subject to all terms of this Lease and shall not be effective or deemed valid unless, at the time of such transfer, such sublessee:

(1) agrees, in a written agreement to assume and abide by all of the terms and provisions of this Lease; and

(3) has submitted, in writing to Landlord, evidence reasonably satisfactory to Landlord of experience in the conduct of business specifically permitted under this Lease. If Landlord has reason to object on this basis, Landlord shall deliver notice of same to Tenant, specifying in detail the objection and the reasons for such objection, within 5 days from the date Landlord receives notice of the sublet or Landlord is deemed to have determined the evidence to be satisfactory.

Section 3.5 Quiet Enjoyment. If Tenant pays the rents and other amounts due under this Lease and, observes and performs all the terms of this Lease, Tenant shall peaceably and quietly hold and enjoy the Premises for the Lease Term without interruption by Landlord or any person or persons claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

Section 3.6 Holding Over. If Tenant holds over or occupies the Premises beyond the Lease Term (it being agreed there shall be no such holding over or occupancy without Landlord's consent), Tenant shall pay Landlord for each day of such holding over a sum equal to twice the rent prorated for the number of days of such holding over plus a pro rata portion of all other amounts which Tenant would have been required to pay had this Lease been in effect. If Tenant holds over without Landlord's

consent Tenant shall not be deemed to occupy the Premises on a tenancy from month to month.

ARTICLE 4 **MAINTENANCE OF PREMISES**

Section 4.1 Maintenance by Tenant. Tenant shall at all times keep the Premises (including but not limited to lighting, HVAC, electrical, plumbing, ventilating and air conditioning fixtures and systems, structure, roof, parking, lighting and landscaping, and all equipment and appurtenances) and all parts of the Premises, in good order, condition and repair and clean, orderly, sanitary (termite free) and safe, damage by casualty excepted. Tenant shall be responsible for repair and/or replacement of the structure and roof thereto. If replacement of other equipment, fixtures and appurtenances is necessary, Tenant shall, with Landlord's written approval, replace same with new or completely reconditioned equipment, fixtures and appurtenances, and repair all damage done in or by such replacement.

Tenant shall comply with the requirements of all laws, orders, ordinances and regulations of all governmental authorities and will not permit any waste of property or same to be done and will take good care of the Premises, and will not construct such improvements, equipment, or fixtures required by any governmental authority or agency as a consequence of Tenant's use and occupancy of the Premises. If Tenant refuses or neglects to make repairs properly as required hereunder and to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may make such repairs without liability to Tenant for any loss or damage that may occur to Tenant's merchandise, fixtures, or other property, or to Tenant's business by reason thereof and upon completion thereof Tenant shall pay Landlord's cost for making such repairs, plus twenty (20%) percent for overhead, upon presentation of bill therefore, as additional rent. Said bill shall also include interest at eighteen (18%) percent of said cost from the date of completion of repairs by Landlord. In the event the Landlord shall undertake any maintenance or repair in the course of which it shall be determined that such maintenance or repair work was made necessary by the negligence or willful act of Tenant or any of its employees or agents or that the maintenance or repair is, under the terms of this Lease, the responsibility of Tenant, Tenant shall pay Landlord's costs therefore plus overhead and interest as above provided in this Section. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Lease; Tenant shall at its own expense perform all janitorial and cleaning services within the Premises in order to keep same in a neat, clean and orderly condition; and (i) Tenant shall give Landlord prompt written notice (and telephonic notice in the case of an emergency) of any fire or damage occurring on or to the Premises.

Tenant agrees to spend approximately \$250,000.00 to \$500,000.00 to make the following improvements to the Premises: Second floor will be renovated to allow

occupation by tenant. Tenant is solely responsible for any and all costs associated with the subject improvements.

Tenant agrees to complete such improvements within 36 months, unless extended due to acts of the Landlord or force majeure.

Section 4.2 Surrender of Premises. At the expiration of the Lease Term, Tenant shall surrender the Premises in at least the same condition as they were on the Commencement Date, reasonable wear and tear and damage by casualty, excepted, and deliver to Landlord all keys, and all combinations for locks, safes and vaults in the Premises.

Section 4.3 Tenant's Liens.

A. Neither Landlord, nor the Premises, nor the Tenant shall be subject to any claim, demand, lien, action or judgment by or on behalf of any person or other entity providing labor, services or materials delivered to or used in connection with any improvements to the Premises. The Parties shall not suffer any mechanics' or materialmen's lien to be filed against the Premises by reason of work, labor, services or materials performed or furnished to the Parties or anyone holding any part of the Premises. If any such lien shall at any time be filed, the responsible party shall, within 15 days after notice, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction, or otherwise. Should the responsible party fail to release of record any such lien within such period, the other party may remove it by paying the full amount or by bonding or in any other manner such party deems appropriate, without investigating the validity thereof, and irrespective of the fact that the responsible party may contest the propriety or the amount. The responsible party, upon demand, shall pay the other party the amount paid by such party to discharge any said lien, together with interest thereon at the Interest Rate, and expenses incurred, including attorneys' fees. Nothing contained in this Lease shall be construed as a consent on the part of Landlord to subject Landlord's estate in the Premises to any lien or liability under the lien laws of the State of Florida. The Parties' obligation to observe and perform any of the provisions of this Section shall survive the expiration of the Lease Term or the earlier termination of this Lease.

B. Tenant shall not create or suffer to be created a security interest or other lien against any improvements, additions or other construction made by Tenant in or to the Premises other than any trade fixtures installed by Tenant. Should any security interest be created, Landlord is entitled to discharge the same by exercising the rights and remedies afforded in paragraph A of this Section. Notwithstanding the foregoing, any lien created or suffered by Tenant on its fixtures shall not attach to the Premises as to create a cloud on Landlord's title.

ARTICLE 5

INSURANCE

Section 5.1 By Landlord. Landlord may carry and maintain insurance deemed advisable by Landlord, insuring all improvements on the Premises (excluding all leasehold improvements and appurtenances and Tenant's merchandise, trade fixtures, furnishings, equipment, personal property and plate glass). If possible, Landlord shall name Tenant as an additional insured on any such policies and Tenant may review and approve such policies at such reasonable times as Tenant may desire. If possible, Tenant shall be given a minimum of 30 days written notice prior to cancellation, termination or change in such insurance. Landlord shall provide Tenant with certificates evidencing that such insurance is in full force and effect and stating the terms thereof.

Section 5.2 By Tenant. Tenant must carry and maintain the insurance plan offered by the South East District, Florida Annual Conference, United Methodist Church, Inc. In particular, Tenant shall, during the entire term hereof, keep in full force and effect bodily injury and property damage comprehensive public liability insurance with respect to the Premises for the combined single coverage of not less than One Million Dollars (\$1,000,000.00). The policy shall name Landlord, any person, firms or corporations designated by Landlord, and Tenant as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice. The insurance shall be written by a company approved by Landlord and a copy of the policy or a certificate of insurance shall be delivered to Landlord prior to the commencement of the term of this Lease with proof that the premium has been paid. Nothing herein shall be considered to limit the liability of the Tenant under this Lease.

Section 5.3 Mutual Waiver of Subrogation Rights. The Parties, and all parties claiming under them, mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required to be covered in whole or in part by insurance on the Premises or in connection with property on or activities conducted on the Premises. The Parties waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof and evidence such waiver by endorsement to the required insurance policies, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage (provided, that in the case of increased cost, the other Party shall have the right, within 30 days following notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect).

Section 5.4 Tenant's Operation. Tenant shall at all times during the Term of this Lease carry and maintain worker's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the State of Florida.

Section 5.5 Indemnification. Tenant shall indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, or the occupancy or use by Tenant of the Premises or any part thereof, whether occurring in or about the Premises. In the event Landlord shall be made a party to any litigation commenced by or against the Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation. Tenant shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in enforcing the covenants and agreements in this Lease. Notwithstanding the foregoing, Tenant shall not indemnify Landlord for damages caused by Landlord's negligence.

ARTICLE 6

DESTRUCTION AND CONDEMNATION

Section 6.1 Total or Partial Destruction of Premises. Landlord shall bear no responsibility to Tenant for damage or destruction of the Premises during the Term of this Lease by any casualty. Notwithstanding this fact, Landlord will make a commercially reasonable effort, but only to the extent of insurance proceeds received by Landlord, to repair the damage or destruction to the Premises to the condition it was in prior to such damage or destruction.

Section 6.2 Condemnation. If 20% or more of the Premises shall be acquired or condemned by right of eminent domain or by transfer in lieu of condemnation ("Taking"), then Landlord at its election may terminate this Lease by notice to Tenant. In such event, rent shall be apportioned and adjusted as of the date of termination. If the Lease is not terminated, then Landlord shall within a reasonable time after possession is physically taken repair or rebuild what remains of the Premises for Tenant's occupancy. A just proportion of the rent shall be abated, according to the nature and extent of the injury to the Premises until such repairs and rebuilding are completed, and thereafter for the balance of the Lease Term. Landlord reserves, and Tenant assigns to Landlord, all rights to damages and other payments on account of any Taking. Tenant shall execute such instruments of assignment as Landlord requires, join with Landlord in any action for the recovery of damages, if requested by Landlord, and turn over to Landlord any payments recovered in any proceeding. If Tenant fails to execute instruments required by Landlord, or undertake such other steps as requested, Landlord shall be deemed the duly authorized irrevocable agent and attorney-in-fact of Tenant to execute such instruments and undertake such steps on behalf of Tenant.

If the whole of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals and other charges shall be paid up to that date and Tenant shall have no claim against Landlord

for the value of any unexpired term of this Lease, in which event Tenant shall be entitled to return, pro-rata, of the annual rent paid to Landlord which has not yet accrued.

ARTICLE 7 DEFAULT

Section 7.1 Default by Tenant. Each of the following shall be considered to be a default under and breach of this Lease ("Default"): (a) any failure of Tenant to pay any Rent or other amount when due; (b) any failure by Tenant to perform or observe any other provisions of this Lease and for more than 30 days after notice of such failure or if the curing of the performance of such provisions would reasonably be more than 30 days, the failure of the Tenant to commence curing such provision; (c) the bankruptcy or insolvency of Tenant or the filing by Tenant of a petition in bankruptcy or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a portion of Tenant's property or the filing against Tenant of such petition which is not discharged within 60 days, or Tenant's assignment for the benefit of creditors; (d) this Lease or Tenant's interest in the Lease or in the Premises or in any improvements or property of Tenant are executed upon or attached, (e) the Premises or this Lease are transferred to or pass to any other party or (f) Tenant vacates or abandons the Premises.

Section 7.2 Landlord's Remedies. If any one or more events of default set forth in Section 7.1 occurs then Landlord has the right, at its election:

(a) to give Tenant written notice of Landlord's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in such notice, in which case Tenant's right to possession of the Premises will cease and Lease will be terminated, except as to Tenant's liability, as if the expiration of the term fixed in such notice were the end of the term; or

(b) without further demand or notice, to reenter and take possession of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of monthly base rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions; or

(c) without further demand or notice, to cure any event of default and to charge Tenant for the cost of effecting such cure, including without limitation attorney's fees and interest on the amount so advanced at the highest rate allowable by law, provided that Landlord will have no obligation to cure any such event of default of Tenant.

In any suit or suits for the recovery of the amounts and damages set forth in this Article 7 may be brought by Landlord, from time to time, at Landlord's election, and nothing in this Lease will be deemed to require Landlord to await the date upon which

this Lease or the term would have expired had there occurred no event of default. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise. All costs incurred by Landlord in collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorney's fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord, will also be recoverable by Landlord from Tenant.

Section 7.3 Bankruptcy. Should Tenant shall become a debtor under Chapter 7 of the Bankruptcy Code ("Code") or a petition for reorganization or adjustment of debts is filed concerning Tenant under Chapters 11 or 13 of the Code, or a proceeding is filed under Chapter 7 and is transferred to Chapters 11 or 13, the provisions of this Section shall apply.

A. Any trustee or Tenant, as debtor and as debtor-in-possession, may not elect to assume this Lease unless, at the time of such assumption, the trustee or Tenant has cured or provided Landlord "Adequate Assurance" of the curing of all defaults. "Adequate Assurance" shall mean at least:

(1) Trustee or Tenant has and will continue to have sufficient unencumbered assets after payment of all secured obligations and administrative expenses to assure Landlord that trustee or Tenant will have sufficient funds to fulfill the obligations of Tenant under this Lease, and to keep the Premises stocked with merchandise and properly staffed with sufficient employees to conduct a fully-operational, actively promoted business in the Premises;

(2) The bankruptcy court shall have entered an order segregating sufficient cash payable to Landlord and/or trustee or Tenant shall have granted a valid and perfected first lien and security interest and/or mortgage in property of trustee or Tenant acceptable as to value and kind to Landlord, to secure to Landlord the obligation of the trustee or Tenant to cure the monetary and/or non-monetary defaults within the time periods in this Section; and

(3) Trustee or Tenant at the very least shall deposit an additional sum equal to one month's rent to be held by Landlord (without any allowance for interest) to secure Tenant's future performance under the Lease.

B. If the Lease has been assumed, it may be assigned only after the trustee, Tenant or the proposed assignee has complied with all of the terms of Article 3, including without limitation, those with respect to use of the Premises. The Parties acknowledge that such terms are commercially reasonable in the context of a bankruptcy proceeding. Any assignee of this Lease shall (i) be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment and (ii) upon request, execute and deliver to Landlord an instrument confirming such assignment.

Section 7.4 Landlord's Default. Landlord shall in no event be deemed in default in any of Landlord's obligations under this Lease unless and until Landlord shall have failed to perform such obligations within 30 days (or such additional time as is reasonably required to correct any such default) after written notice to Landlord by Tenant, specifically describing such failure. Landlord shall not permit the Premises to be encumbered by any liens until the expiration of Tenant's purchase option under Section 8.18 of this Lease. Should Landlord fail to cure any default asserted in said notice within the time provided. For any default of Landlord, Tenant shall have the right of abatement of Rent until cured and an offset against future Rent for any damages. In lieu of an offset, Tenant may seek damages as may be available at law or equity. Should Landlord be in default of any of its obligations under this Lease, Tenant may terminate this Lease.

Section 7.5 Termination. This Lease may not be terminated by either Party, except as expressly provided in this Lease.

ARTICLE 8 MISCELLANEOUS

Section 8.1 No Waiver. No waiver by any Party of any breach of this Lease shall be deemed a waiver of the same or any subsequent breach of the same or any other provision. The acceptance of rent by Landlord shall not be deemed a waiver of any earlier breach by Tenant of any provision of this Lease, regardless of Landlord's knowledge of such breach when such rent is accepted. No provision of this Lease shall be deemed waived by Landlord or Tenant unless waived in writing.

Section 8.2 Entire Agreement. There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between the Parties other than set forth in this Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon any Party unless in writing and signed by the Party to be charged.

Section 8.3 No Partnership. Landlord shall not, in any way or for any purpose, become a partner, employer, principal, master, agent or joint venturer of or with Tenant.

Section 8.4 Force Majeure. If either Party shall be delayed or hindered in or prevented from the performance of any act by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, environmental remediation work whether ordered by any governmental body or voluntarily initiated or other reason of a like nature not the fault of the Party delayed in performing work or doing acts required under this Lease, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 8.5 Submission of Lease. Submission of this Lease to Tenant does not constitute an offer to lease; this Lease shall become effective only upon execution and delivery by Landlord and Tenant.

Section 8.6 Notices. All notices, consents, approvals, exercises of options or other communications required or permitted under the Lease (collectively, "Notices") shall not be effective unless in writing and sent to the address of the Party to be notified in accordance with this Section at the address provided on the first page of this Lease. All Notices by either Party shall be sent by registered or certified mail, return receipt requested, postage pre-paid or by hand delivery or express delivery service (such as Federal Express), facsimile or electronic media, addressed to the Party intended to be notified at the address set forth above. Either Party may, at any time, or from time to time, notify the other in writing of a substitute address for that above set forth, and thereafter Notices shall be directed to such substitute address. Notice given as aforesaid shall be deemed given as of the date received, as evidenced by the return receipt of the registered or certified mail, the express mail delivery receipt, the sender's facsimile transmittal, the sender's time/date stamp on the e-mail showing time of transmission, or other proof of delivery as the case may be.

Section 8.7 Captions and Section Numbers. This Lease shall be construed without reference to titles of Articles and Sections, which are inserted only for convenience of reference.

Section 8.8 Number and Gender; Counterparts. The use of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others. This Lease may be executed in counterparts, all of which, when taken together, shall constitute a single instrument.

Section 8.9 Representation by Corporate Tenant. The persons executing this Lease on behalf of Landlord and Tenant covenant and warrant that the entity they represent is a duly qualified corporation authorized to do business in the State of Florida, that all franchise and corporate taxes have been paid to date and all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due, and the person signing this Lease on behalf of the corporation is an officer of the respective party, and is duly authorized to sign and execute this Lease.

Section 8.10 Successors. All rights and liabilities given to or imposed upon each Party under this Lease shall bind and inure to the heirs, successors, administrators, executors and assigns of such Party. To the extent that this Lease is assigned with the consent of the non-assigning Party, the assigning Party and its successors and assigns shall be released from any and all liability thereafter accruing. This Section survives the Lease Term.

Section 8.11 Limitation of Liability. Anything to the contrary contained in this Lease notwithstanding, there shall be absolutely no personal liability on persons, firms or entities who constitute Landlord or Tenant with respect to any of the provisions of this Lease. The Parties shall look solely to the interest of the other Party, its successors and assigns, and in the Premises for the satisfaction of each and every remedy of the aggrieved Party in the event of default by the non-aggrieved Party under this Lease.

Section 8.12 Broker's Commission. Each Party represents and warrants that it has not dealt with any broker ("Broker"), or caused or incurred any claims for brokerage commissions or finder's fees in connection with the execution of this Lease other than to Broker. Each Party shall indemnify and hold the other harmless against and from all liabilities arising from any such other claims caused or incurred by it (including without limitation, the cost of attorneys' fees in connection therewith).

Section 8.13 Partial Invalidity. If any provision of this Lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected. Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 8.14 Recording. The Parties agree not to place this Lease of record and if this Lease is placed of record it shall be ineffective to give notice of its contents.

Section 8.15 Applicable Law. This Lease shall be construed under the laws of the State of Florida.

Section 8.16 Radon. As required by Florida Statutes, Section 404.056(5), the following notice is given to Tenant:

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 and radon testing may be obtained from your County Public Health Unit.

Section 8.17 Attorneys Fees. In the event of any action or proceeding between the Parties arising out of or related to the interpretation or enforceability of this Lease or the occupancy of the Premises, the prevailing Party shall be entitled to recover against the non-prevailing party the costs incurred, including reasonable attorneys (and paralegal) fees at trial and upon appeal.

Section 8.18 Right of First Offer and Refusal

(a) During the term of this Lease, provided that the Tenant is not in default under the Lease, the Tenant shall have a right of first refusal to purchase the Premises if the Premises is offered for sale.

(b) In the event that the Landlord receives an acceptable offer to purchase the Premises from a third party, Landlord shall deliver a written copy thereof to the Tenant, and the Tenant shall have the right to purchase the Premises upon the same terms and conditions as contained in the third party offer.

(c) Tenant must exercise the right of first refusal within ten (10) business days of receiving the copy of the third party offer or else Tenant shall be free to sell the Premises to a third party under the terms of the third party offer.

(d) Tenant may only exercise the right of first refusal by executing a contract for the purchase of the Premises containing the same terms and conditions as the third party offer and delivering same, together with the deposit required there under, to the Landlord.

(e) Time shall be of the essence as to all requirements of this Article.

(f) During the term of this Lease, provided the Tenant is not in default under the Lease the Landlord shall first notify the Tenant if Landlord decides to formally place all or any portion of the Premises on the market for sale.

ARTICLE 9
INDEMNIFICATION, WAIVER, AND RELEASE

Section 9.1 Indemnification Tenant will neither hold nor attempt to hold Landlord or his employees or agents liable for, and tenant will indemnify and hold harmless landlord, its employees, and agents from and against, any and all demands, claims, causes of action, fines, penalties, damages, (including consequential damages), liabilities, judgments, and expenses (including without limitation attorney's fees) incurred in connection with or arising from: (a) the use or occupancy or manner of use or occupancy of the Premises by Tenant or any person claiming under Tenant; (b) any activity, work, or thing done, permitted, or suffered by Tenant in or about the Premises; (c) any acts, omissions, or invitees, or visitors, of Tenant or any such person claiming under Tenant or the contractors, agents, employees, invitees, or visitors or tenant or

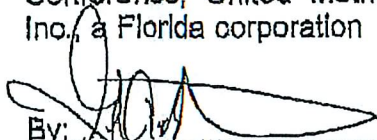
any such person; (d) any breach, violation, or nonperformance by Tenant or any person claiming under tenant or the employees, agents, contractors, invitees, or visitors of Tenant or any such person of any term, covenant, or provision of this Lease or any law ordinance, or governmental requirement of any kind; or (e) except for loss of use of all or any portion of Tenant's property located within the Premises that is proximately cause by or results proximately from the negligence of landlord, any injury or damage to the person, property, or business of Tenant or its employees, agents, contractors, invitees, visitors, or any other person entering upon the Premises under the expresses or implied invitation of Tenant. If any action or proceeding is brought against Landlord or its employees by reason of any such claim, Tenant, upon notice from Landlord, will defend the same at Tenant's expense with counsel reasonably satisfactory to Landlord. Landlord will not unreasonably withhold approval of counsel.

Section 9.1 Waiver and Release Tenant as a material part of the consideration to Landlord, for this Lease by this Section 23.2 waives and releases all claims against Landlord, his employees, and agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease. Tenant agrees that Landlord, his agents, and his employees will not be liable for any loss, injury, death, or damage (including consequential damages) to persons, property, or Tenant's business occasioned by theft; act of God; public enemy; injunction; riot; strike; insurrection; war; court order; requisition; order of governmental body or authority or authority; fire; explosion; falling objects, steam, water, rain or snow, leak or flow of water (including fluid from the elevator system) rain, or snow from or into the Premises or from the roof, street, subsurface, or from any other place, or by dampness, or from the breakage, leakage, obstruction, or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures relating to the Premises or Land; or from any acts or omissions of any third parties, occupants, or visitors of Tenant; or from any cause beyond Landlord's control.

The Parties have executed this Lease as of the day and year first above written.

LANDLORD:


South East District, Florida Annual
Conference, United Methodist Church,
Inc., a Florida corporation

By: 

Gustavo Betancourt, Director

TENANT:

The Shepherd's Way, Inc., a Florida corporation

By: 
Its: Executive Director
Print Name: Robin Martin