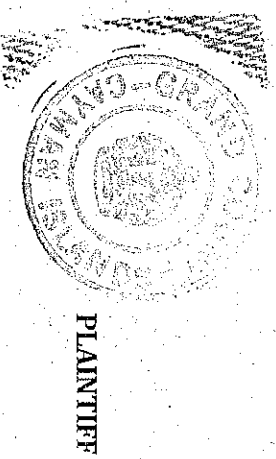


BETWEEN
7 M.S.LTD



PLAINTIFF

AND:
EARTHSTRONG LTD T/A THE GREENHOUSE

FIRST DEFENDANT

AND:
JAVIER PINEDA

SECOND DEFENDANT

WRIT OF SUMMONS

TO: 1. EARTHSTRONG LTD T/A THE GREENHOUSE of PO Box 31895, Grand Cayman,
Cayman Islands, KY1208

2. JAVIER PINEDA of PO Box 31895, Grand Cayman, Cayman Islands, KY1-1208

THIS WRIT OF SUMMONS has been issued against you by the above named Plaintiffs, of Campbell's Corporate Services, P.O. Box 268, 4th Floor Scotia Bank Building, George Town, Grand Cayman, Cayman Islands in respect of the claims set out on the next page.

Within 14 days after service of this Writ on you counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, George Town, Grand Cayman, KY1-1106, Cayman Islands the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein any intention to contest the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 9th day of October 2012.

NOTE this Writ may not be served later than 4 calendar months beginning with the date of original issuance unless renewed by order of the Court

IMPORTANT

Directions for the Acknowledgement of service are given with the accompanying form.

BETWEEN:

7 M.S.LTD

PLAINTIFF

AND:

EARTHSTRONG LTD T/A THE GREENHOUSE

FIRST DEFENDANT

AND:

JAVIER PINEDA

SECOND DEFENDANT

STATEMENT OF CLAIM

Introduction

1. The Plaintiff, 7 M.S. Ltd, is a company duly incorporated in the Cayman Islands whose registered office is at Campbell's Corporate Services, P.O. Box 268, 4th Floor Scotia Bank Building, George Town, Grand Cayman, Cayman Islands.
2. The First Defendant, Earthstrong Ltd trading as the Greenhouse, is insofar as is known to the Plaintiff a company duly incorporated in the Cayman Islands whose registered office is at Box 31895, 71 Bonneville Drive, 16 Lakeshore Villas, West Bay, Grand Cayman, KY1-1208, Grand Cayman
3. The Second Defendant, Javier Pineda, insofar as is known to the Plaintiff is resident in the Cayman Islands of PO Box 31895, Grand Cayman, Cayman Islands, KY1-1208
4. The Plaintiff was at all material times the owner and title holder of property known as Registration Section West Bay Beach South, Block 13B, Parcels 154, and otherwise known as unit number 29, Building A, Seven Mile Shops ("the Premises").

The Lease

5. By a Lease dated 21st December 2011 ("**the Lease**") and made between the Plaintiff, the First Defendant and Second Defendant, the Plaintiff leased to the First Defendant, the Premises for a period of 3 years commencing on 1st February 2012 at a yearly rent of US\$36,585.36, payable by equal monthly installments in advance, on the first day of each calendar month.
6. A copy of the Lease is annexed hereto.
7. By clause 4.1 of the Lease, the First Defendant covenanted to pay the rent and maintenance fees due under the lease to the Plaintiff on the days and in the manner set out in Clause 3 and not to exercise or seek to exercise any right or claim to withhold Rent or any right or claim to legal or equitable set-off.
8. Clause 1.12 of the Lease provided that maintenance fees, being the Tenant's proportion of the annual expenses incurred by the Plaintiff in respect of their maintenance and insurance obligations for the overall Premises would be calculated at US\$10.00 per square foot of the total lettable area of the premises, which in the case of the Premises was deemed to be 1,000 square feet.
9. By clause 4.24 of the Lease, the First Defendant covenanted that in the event that they failed to pay rent or any other sum due under the Lease within 7 days of the due date, whether formally demanded or not, they shall pay interest at the rate of 5% above the US dollar prime rate calculated on a daily basis from the date upon which the sums were due to the date upon which it is paid and such interest shall be deemed to be rent due to the Plaintiff.
10. By clause 4.29 of the Lease, the First Defendant covenanted to pay the Plaintiff's legal costs and disbursements on a full indemnity basis reasonably and properly incurred for the purposes of, inter alia, conducting legal proceedings against them.
11. By clause 7 of the Lease, the Second Defendant covenanted, inter alia, that if at any time during the term of the Lease the First Defendant made any default in payment of the rent or the maintenance fees, that the Second Defendant, would pay the rent and/or the maintenance fees on demand, notwithstanding any time or indulgence granted by the Plaintiff in enforcing the payment or the rent.
12. The First Defendant, in breach of the covenants and obligations of the Lease has made default in the payment of the rent and maintenance fees since a payment of US\$3,882.11 was made on or about February 2012.
13. Accordingly, as at 1st October 2012 the sum of US\$ 31,816.66 representing unpaid rent from 1 March 2012, unpaid maintenance charges from 1 March 2012 together with interest thereon was due and owing to the Plaintiff.
14. On 11th September 2012 the Plaintiff, by his attorneys, served upon the First Defendant a written notice and demand for payment of the sums due and owing.

15. Further, on 11th September 2012 the Plaintiff, by his attorneys, served upon the Second Defendant a written notice and demand for payment of the sums due and owing by the First Defendant

16. Despite the Plaintiff's demand, the First and Second Defendants have not paid the sums due and owing to the Plaintiff in any part or at all

17. The Plaintiff has at all material times fulfilled all of his obligations under the Lease.

18. By reason of the First and Second Defendant's breaches of the Lease the Plaintiff has suffered loss and damage.

19. The Plaintiff therefore seeks to enforce his rights against the First and Second Defendants in accordance with the Lease.

The Plaintiff therefore claims against the Defendants and each of them severally

(a) Judgment in the sum of US\$ 31,816.66 or such sums as may be due at date of trial;

(b) In the alternative, damages against the First and Second Defendants for breach of contract;

(c) Pre and post-judgment interest pursuant to clause 4.24 of the Lease at a rate of 5% above the US dollar prime rate calculated on a daily basis from 1 March 2012 to the date of trial or in the alternative, pre and post-judgment interest calculated pursuant to the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules, as amended from time to time;

(d) Indemnity costs; and

(e) Such further and other relief as this Honourable may seem just;

DATED at Grand Cayman this 9th day of October 2012

Nelson & Co.

Nelson & Co.
Attorneys for the Plaintiff

THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM is issued by Nelson & Co., Attorneys-at-Law, attorney for the Plaintiffs, whose address for service is that of his said attorneys at 31 The Strand, P.O. Box 2075, Grand Cayman KY1-1105 Cayman Islands.

TO: The Clerk of the Grand Court

AND TO: The First Defendant
The Second Defendant

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO:

OF 2012

BETWEEN:

7 M.S LTD

PLAINTIFF

AND:

FARTHSTRONG LTD T/A THE GREENHOUSE

FIRST DEFENDANT

AND:

JAVIER PINEDA

SECOND DEFENDANT

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intend to contest the proceedings (tick appropriate box)
Yes No

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)
Yes No

Service of the Writ is acknowledged accordingly

Signed

Attorney for the Defendant

Address for service:

Please complete overleaf

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by Plaintiffs' Attorney (or by Plaintiffs if suing in person) of his name, address and reference, if any, in the box below:

Nelson & Company
Attorneys at Law
PO Box 2075
31 The Strand
46 Canal Point Drive
Grand Cayman KY1-1105
Attn: C Flanagan

Indorsement by Defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below:

| |
|--|
| |
|--|

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P. O. Box 495, George Town, Grand Cayman.
2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings *must also serve a defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

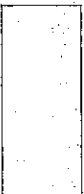
If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.
3. A *Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.



CAYMAN ISLANDS
The Registered Land Law (2004 Revision)
The Registered Land Rules (2003 Revised)

THIRD SCHEDULE
LEASE OF PART
REGISTRATION SECTION BLOCK PARCEL
WEST BAY BEACH SOUTH 13B 154
(Unit No. 29 Building A)

We, 7 M.S. Ltd. (hereinafter called the "Lessor")
of P.O. Box 30189 Grand Cayman, KY-1-1201
HEREBY LEASE to Earthstrong Ltd. T/A The Greenhouse
(hereinafter called the "Lessee")
of 10 Market Place #777, Camana Bay Grand Cayman KY-1-9009
that part of the land delineated on the plan in red annexed hereto and comprised in the above mentioned title for
the term of 3 years from 1st day of February 2012 at the rent of USD\$36,585.36 per annum, for the first two
years of the term and thereafter, shall increase for the remainder of the term by the C.P.I. of the previous year
or by 5% whichever is the greater, payable on the 1st day of each month, subject to Sections 52 to 53 of the
above law, as negatived, modified or added to by the terms and conditions attached hereto.

Dated this 21st day of December 2011

7 M.S. Ltd.
Signed by the Lessor
DIRECTOR
DIRECTOR

In the presence of-
EARTHSTRONG LTD T/A The Greenhouse

Signed by the Lessee
Christina Pineda
DIRECTOR
In the presence of-
DIRECTOR

Signed by the Guarantor
Javier Pineda
GUARANTOR
In the presence of-
GUARANTOR

FOR OFFICIAL USE ONLY

I, the Registrar of Lands in the Cayman Islands hereby certify that this document was received by me for this
registration on the day of 2011 and that stamp duty of day of
assessed/ adjudicated by me/Treasury at C.I.\$ and Land Registry fees at
C.I.\$ relating thereto have been paid.

REGISTERED this day of 2011
REGISTRAR OF LANDS
CAYMAN ISLANDS

THIS AGREEMENT is made the day of 2011

BETWEEN: **ZM.S.LTD.** of P.O.Box 30189
Grand Cayman KY1-1201
(hereinafter called "the Landlord")

AND: **Earthstrong Ltd./T/A The Greenhouse**
of 10 Market St #777 Camana Bay KY1-9009
(hereinafter called "the Tenant")

AND: **Javier Pineda**
of P.O.Box 31895
Grand Cayman KY1-1208
(hereinafter called "the Guarantor")

NOW IT IS AGREED as follows:-

1. DEFINITIONS

The terms defined in this Clause shall, for all purposes of this Lease, have the meanings specified:-

- 1.1 "the Building" means the buildings situate at West Bay Beach South, Block 13B, Parcel 154.
- 1.2 "Cash Bond" means the sum of USD\$3,048.76 for deposit and will be returned at the end of the lease, subject to any deductions for damage/breakage
- 1.3 "the Common Parts" means the areas and amenities made available from time to time by the Landlord for use in common by the tenants and occupiers of the Premises and all persons expressly or by implication authorised by them including the pedestrian ways, fore courts, car parks, landscaped areas, passages and areas designated for the keeping and collecting of refuse, but not limited to them and shown on the attached plan edged in red.
- 1.4 "C.P.I." means Consumer Price Index.
- 1.5 "Defects Notice" means a notice given by the Landlord under Clauses 4.13, 4.18, 4.19 and 4.20.
- 1.6 "The Guarantor" means Javier Pineda of P. O. Box 31895 Grand Cayman KY1-1208
- 1.7 "Insured Risk" means any risk against which the Landlord or the Landlord and Tenant shall at the time of the damage, destruction or loss in question have effected insurance.
- 1.8 "Interest" means interest during the period from the date upon which the payment is due to the date of the payment, both before and after any judgment of the interest rate then prevailing.
- 1.9 "Interest Rate" means 5% per annum above the U.S. dollar rate prescribed by the Judgment Debts (Rates of Interest) Rules, 2008.
- 1.10 Interpretation of "the Landlord". The expression, "the Landlord" includes the person or persons from time to time entitled to possession of the Premises when this lease comes to an end.

- 1.11 Interpretation of "this Lease". Unless expressly stated to the contrary, the expression "this Lease", includes any documents supplemental to or collateral with this document or entered into in accordance with this document.
- 1.12 "Maintenance Fees" are the Tenant's proportion of the annual expenses incurred by the Landlord in respect of the Premises in complying with its maintenance and insurance obligations as set out in clause 5.2, 5.3 and 6, which shall be equal to US\$10.00 per square foot of the Total Lettable Area of the Premises for the first year of the term and will be recalculated for the remainder of the term according to the Landlord's projected maintenance costs for the Premises. The maintenance fees shall not exceed US\$12.50 per square foot in any one year unless the Tenant shall have been provided with documentary evidence of the actual maintenance cost.
- 1.13 "Permitted User" is subject to Clauses 4.15, 4.16 and 4.17.
- 1.14 "the Plan" means the scaled drawing or drawings annexed hereto and signed by all parties.
- 1.15 "The Planning Law" means the Development and Planning Law (2005 Revision) and all regulations made there under.
- 1.16 "the Premises" means Building A Unit No.29 at Seven Mile Shops, West Bay Beach South, Block 13B, Parcel 154.
- 1.17 "the Rent" is USD\$36,585.36 per annum for the first years of the term. Thereafter, the rent shall increase for the remainder of the term by the percentage (%) rate increase in the C.P.I. of the previous year or by 5% whichever is the greater. The rent shall be payable by equal monthly installments in advance on the 1st day of the month.
- 1.18 "Rent Commencement Date" means 1st day of February 2012. If the tenant completes fit out prior and is in occupation and open for business then the rent commencement date shall be the date upon which the tenant opens for normal business.
- 1.19 "the Site" means the whole of the land comprised in West Bay Beach South, Block 13B, Parcel 154.
- 1.20 "substantial damage" means almost totally destroyed.
- 1.21 "the Surveyor" means any person or firm appointed by or acting for the Landlord (including an employee of the Landlord and including the person or firm appointed by the Landlord to collect the rents and manage the Premises) to perform the function of a surveyor for the purpose of this Lease.
- 1.22 Interpretation of "the Tenant". "The Tenant" includes any person who is for the time being bound by the tenant's covenants of this lease.
- 1.23 "the Tenant's Proportion" means the proportion of the Total Lettable Area of the Premises bears to the total lettable area of the Buildings including the Premises and all other parts of the Building that are let or capable of being let or are adapted or constructed for letting.
- 1.24 "the Term" means 3 years.
- 1.25 "Total Lettable Area of the Premises" is 1,000 square feet.

2. INTERPRETATION

- 2.1 The expressions "the Landlord" and "the Tenant" wherever the context so admits include their respective successors in title.
- 2.2 Whenever Landlord or Tenant for the time being are two or more individuals, the term "the Landlord" and "the Tenant" include the plural number and obligations expressed or implied to be made by or with such party are deemed to be made by or with such individuals jointly and severally.
- 2.3 The expression "the Premises" includes:
 - (a) all additions and improvements to the Premises. For the avoidance of doubt, the Tenant's improvements shall not be taken into account for the purposes of any rent review;
 - (b) all the fixtures and fittings of every kind which shall from time to time be in or upon the Premises whether originally fixed or fastened to or upon the same; and
 - (c) any pipes, cables and gulleys that exclusively serve the Premises.But does not include any structural or external parts of the Premises, air space above the Premises or the Landlord's fixtures and fittings.
- 2.4 The expression "the Term" includes any period of holding over or renewal and elsewhere in this Lease the said expression includes such periods where the context so admits.
- 2.5 References to "the expiration of the Term" include such sooner determination of the term.
- 2.6 References to any right of the Landlord to have access to the Premises shall be construed as extending to all persons authorised by the Landlord including agents, professional advisors, contractors, workmen and others.
- 2.7 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit such act or thing to be done and to use its best endeavors to prevent such act or thing being done by a third party.
- 2.8 Whenever the consent or approval of the Landlord is required or requested in relation to this Lease, such provision shall be construed as also requiring the consent or approval of any chargee of the Premises where same shall be required.
- 2.9 References to "consent of the Landlord" or words to similar effect mean a consent in writing signed by or on behalf of the Landlord and to "approved" and "authorised" or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Landlord, such consent not to be unreasonably withheld.
- 2.10 The terms "the parties" or "party" shall mean the Landlord and/or Tenant, and "the Guarantor".
- 2.11 "Development" has the meaning given by Section 10(2) of the Planning Law.
- 2.12 Any reference to a specific statute includes any statutory extension or modification or re-enactment of such statute and any regulations or orders made thereunder and any general reference to "statute" or "statutes" includes any regulations or orders made thereunder.

3. **DEMISE**

The Landlord demises to the Tenant the Premises to hold the Premises to the Tenant for the Term subject to all rights, easements, privileges, restrictions, covenants and stipulations of whatever nature affecting the Premises yielding and paying to the Landlord the Rent and Maintenance Fees payable without any deduction by equal monthly payments in advance on the 1st day of each month.

4. **THE TENANT COVENANTS WITH THE LANDLORD:**

Rent

4.1 To pay the Rent and Maintenance Fees on the days and in the manner set out in Clause 3 and not to exercise or seek to exercise any right or claim to withhold Rent or any right or claim to legal or equitable set-off.

Outgoings

4.2 If so required in writing by the Landlord, to make such payments by bankers standing order or credit transfer to any bank and account that the Landlord may from time to time nominate.

4.3 To pay and to indemnify the Landlord against all taxes, assessments, duties, charges, impositions and outgoings which during the Term shall be charged, assessed or imposed upon the Premises or upon the owner or occupier of them. For the avoidance of doubt, the Tenant shall not be liable for any of the aforementioned charges imposed which relate entirely to the structure or for such part of any such charges which relate to the structure; however, the Tenant shall be responsible for the upkeep of all of its own improvements.

Electricity, Telephone and Other Utilities

4.4 To pay to the suppliers and indemnify the Landlord against all charges for the supply of electricity, telephone equipment and any other utilities consumed and used at or in relation to the Premises.

Repair and Decoration

4.5 To repair and keep in repair the interior of the Premises (damage caused by an Insured Risk excepted other than where the insurance moneys are irrecoverable in consequence of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority) and replace from time to time the Landlord's fixtures, fittings and appurtenances in the Premises which may or become beyond repair at any time during or at the expiration of the Term.

4.6 To keep the Premises clean and tidy at all times during the Term.

Statutory Obligations

4.7 Not to do in or near the Premises any act or thing by reason of which the Landlord may under any enactment incur, have imposed upon them, or become liable to pay any penalty, damages, compensation, charges or expenses.

4.8 To comply in all respects with the provisions of any statutes and any other obligations imposed by law in respect of the Premises or in regard to the carrying on the trade or business of Organic Products and Deli.

Fitting Out

4.9 At the Tenant's own expense and, so far as the Tenant can reasonably comply, to complete its renovations in accordance with the specification and drawings first approved by the Landlord.

The Tenant's works shall be executed in a good and workmanlike manner, with quality materials; in accordance with the said specifications and drawings and in accordance with all necessary licences, permits, authorities, conditions and consents.

4.10 To procure that any contractor carrying out the Tenant's Works has obtained contractors all risks insurance in the joint names of the Landlord and the Tenant for the period of the Tenant's Works, such insurance to be in respect of:

- (a) loss or damage by fire, hurricane, storm, lightning, flood, burst pipes, impact, malicious damage and such other risk insurance against which the Landlord may from time to time deem necessary;
 - (b) loss of rent, payable under this Lease, from time to time for one year or such longer period as the Landlord may from time to time reasonably consider to be sufficient for the purposes of planning and carrying out rebuilding or reinstatement;
 - (c) third party liability arising out of or in connection with the use of the Premises and the execution of the Tenant's Works;
 - (d) theft of fixtures, fittings and unused materials; and
 - (e) liability for workmen's compensation,
- for such sums insured as may be agreed amongst the Landlord, the Tenant and the Tenant's building contractor.

4.11 The proceeds of any claim made under any contractor's all risks policy shall be applied in reinstating the Premises and re-executing the Tenant's Works or such part thereof as may have been destroyed, damaged or lost as a result of any Insured Risk.

4.12 The Surveyor may, during the hours of 8.30 a.m. to 5.00 p.m. Monday - Friday, at its own risk, enter upon the Premises in order to view the state and progress of the Tenant's Works and may perform such tests and inspections as he requires in order to determine whether the Tenant's Works have been or are being carried out in accordance with the specifications and drawings, provided that he shall not interrupt the work.

4.13 If the Surveyor considers that the Tenant's Works have not been or are not being carried out in accordance with the specifications and drawings, he may at any time serve on the Tenant a Defects Notice specifying the relevant defects in the work, whereupon the Tenant shall take such steps as are reasonably necessary and appropriate to remedy the defects specified in the Defects Notice.

Alienation

4.14 Not to assign, sublet, charge, hold on trust for another, part with nor share possession or occupation of the Premises or any part thereof without the prior written consent of the Landlord.

User

4.15 Not to do (or permit or suffer to remain upon the Premises) anything which causes a nuisance, annoyance, disturbance, inconvenience, injury or damage to the Landlord or the occupiers of any other part of the Site or any adjacent or neighbouring premises.

4.16 Not to use the Premises for any dangerous, noisy or offensive trade or business nor for any illegal or immoral act or purpose. For the avoidance of doubt, however, it is agreed that the use of the Premises as set out in clause 4.17 shall not contravene the terms of this lease and that such use is fully approved by the Landlord.

4.17 To use the Premises for the trade and business of Organic Products and Deli.

Access of Landlord and Notice to Repair

4.18 To permit the Landlord:

- (a) to enter upon the Premises for the purpose of ascertaining that the covenants and conditions of this Lease have been observed and performed;
- (b) to view the state of repair and condition of the Premises; and
- (c) to give to the Tenant (or leave upon the Premises) a Defects Notice specifying any repairs, cleaning, maintenance and painting that the Tenant has failed to execute in breach of the terms hereof and to request the Tenant forthwith execute the same.

The Landlord causing as little inconvenience as possible and making good any damages caused at its own expense and without delay.

4.19 Forthwith to repair, cleanse, maintain and paint the Premises as required by the Defects Notice.

4.20 If within one month of the service of a Defects Notice the Tenant shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within two months or if in the Surveyor's reasonable opinion the Tenant is unlikely to have completed the work by the date on which the work has to be completed, to permit the Landlord to enter the Premises to execute such work as may be necessary to comply with the Defects Notice and to pay to the Landlord the cost of so doing and all expenses incurred by the Landlord (including legal fees and Surveyor's fees) within 14 days of the written demand.

Planning Law

4.21 To comply with the provisions and requirements of the Planning Law and to indemnify (both during or following the expiration of the Term) and keep the Landlord indemnified against all liability whatsoever including the cost and expenses in respect of any contravention.

Indemnities

4.22 To be responsible for and keep the Landlord fully indemnified against all damage, loss, costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of any act, omission or negligence of the Tenant or any persons at the Premises expressly or impliedly with the Tenant's authority or any breach or

non-observance by the Tenant of the covenants, conditions or other provisions of this Lease or any of the matters to which demise is subject.

Yield Up

4.23 At the expiration of the Term to yield up the Premises in repair and in accordance with the terms of this Lease and to give up all keys of the Premises to the Landlord. The Tenant shall be permitted to remove all of its own fixtures and fittings as set out in the Schedule, to be prepared and agreed between the parties following completion of the Tenant's works referred to in Clause 4.9 herein, subject to ensuring that no damage is caused to the Premises and, if such damage is caused, the Tenant shall immediately repair at its cost. To permit the Landlord to exhibit on the Premises during the three (3) month period immediately preceding the determination of this Lease a Notice of letting these Premises and to permit persons with written authority from the Landlord to view the Premises at all reasonable times during the day.

Interest on Arrears

4.24 If the Tenant shall fail to pay the Rent or any other sum due under this Lease within 7 days of the due date, whether formally demanded or not, the Tenant shall pay Interest at the rate of 5% above the U.S. dollar prime rate, calculated on a daily basis, on the Rent or other sums due from the date when it was due to the date upon which it is paid and such Interest shall be deemed to be Rent due to the Landlord.

Withhold Rent

4.25 Nothing in the preceding clause shall entitle the Tenant to withhold or delay any payment of the Rent or any other sums due under this Lease after the date upon which they fall due or in any way prejudice, affect or derogate from the rights of the Landlord in relation to such non-payment, including (without prejudice to the generality of the above) under the proviso for re-entry contained in this Lease.

New Guarantor

4.26 Within 14 days of the death of any Guarantor during the term or of such person becoming bankrupt or being a company passing a resolution to wind up or enter into liquidation or having a receiver appointed, to give notice of this to the Landlord and if so required by the Landlord at the expense of the Tenant within 28 days to procure some other person acceptable to the Landlord to execute a guarantee in respect of the Tenant's obligations contained in the lease in the form set out in Clause 7.

Key-holders

4.27 To ensure at all times that the Landlord has written notice of the names, home address and home telephone number of at least two key-holders of the Premises.

Costs and Expenses

4.28 The Tenant shall pay and indemnify the Landlord in respect of the following costs and expenses:

- (a) the stamp duty payable upon execution of this Lease; and
- (b) the fees payable upon registration of this Lease.

4.29. The Tenant shall pay the Landlord's legal fees and disbursements (on a full indemnity basis) reasonably and properly incurred for the purposes of:

- (a) serving any notice pursuant to Clauses 4.13 and 4.18-20;
- (b) conducting any legal proceedings against the Tenant which result in a finding that the Tenant is or was in breach of any covenant or condition of this Lease; or
- (c) the forfeiture of this Lease.

Signs

4.30. Any sign to be erected by the Tenant shall require the approval of the Landlord as to the size, type and position of the sign. The tenant shall be responsible for all costs in relation to the sign including any damage caused in the placement or removal of the sign to the Premises.

Insurance

4.31. To obtain and keep enforce at all times at the sole expense of the Tenant a policy of insurance in the amount not less than US\$1 million against public liability in respect of injury or damage to persons when upon the Premises and to produce to the Landlord the policy and premium receipts upon request and to indemnify and hold the Landlord harmless against all demands actions and proceedings (including costs on a full indemnity basis) made or brought by any person against the Landlord and any loss arising there from in respect of any damage or injury suffered by any person or property in or upon the Premises except in the event that such loss or damage arises from a breach of the Landlord or its covenants hereunder.

Lighting

4.32. At all times between sunset and sunrise to keep the premises well lit with electric lights and in particular such parts thereof that may consist of glass show cases to replace any and all light bulbs within the premises.

5. THE LANDLORD COVENANTS WITH THE TENANT:

5.1 Quiet Enjoyment

To permit the Tenant to peaceably and quietly hold and enjoy the Premises without any lawful interruption or disturbance from or by the Landlord or any person claiming under interest for the Landlord.

5.2 Maintenance

a) To keep running, maintain, and as necessary, replace at its own expense (but excluding the cost of electric current in relation to the Premises) the air-conditioning equipment and systems in all common parts of the building and throughout the Premises, such air-conditioning to be at a reasonable temperature and humidity for normal usage, and to keep and maintain such system in good running order and operating condition (circumstances reasonably beyond the control of the Landlord excepted) and, in the event of any mechanical or electrical breakdown or other failure, to proceed with all reasonable dispatch to repair the same.

For the avoidance of doubt, any improvements by the Tenant to the air-conditioning system will be the responsibility of the Tenant.

- b) To maintain and keep in good repair and decoration the external, structural or load-bearing walls, columns, beams, supports and foundations, but excluding the interior plaster and decorative finishes of the Premises;
- b) To maintain and keep in good repair the roof window frames and doors of the Buildings.
- d) To maintain the landscaped areas of the Common Parts.

5.3 a) To ensure that the Premises and buildings are equipped with all reasonable and adequate electric light, electric power, water, sewage and drainage services, and to keep the electrical equipment, plumbing, sewers, drains, channels, water courses, ducts, wire cables and other apparatus throughout the Premises in good running and operating condition.

Providing that this covenant does not require the Landlord to carry out any works required as a result of:-

- i) The Tenant's negligence;
- ii) Breach of any of the Tenant's covenants in this Lease;
- iii) Any alteration or addition to the Premises not made by the Landlord; or
- iv) The installation of any item on the Premises otherwise than by the Landlord.

6. INSURANCE

6.1 The Landlord will insure the Premises:

- (a) unless such insurance shall be vitiated by any act of the Tenant or by anyone at the Premises expressly or by implication with the Tenant's authority; and
- (b) subject to such excesses, exclusions or limitations as the Landlord's insurers may require, in such insurance office or with such underwriters and through such agencies as the Landlord may from time to time decide in such sum as the Landlord shall be advised by the Surveyor as being the full cost of rebuilding or reinstating the Premises including architects, surveyors and other professional fees, the cost of debris removal, demolition site clearance and any works that may be required by statute and incidental expenses.

6.2 Such insurance shall be against:

- (a) loss or damage by fire, storm, lightning, flood, burst pipes, impact, riot, malicious damage and such other risk insurance against which the Landlord may from time to time deem necessary;
- (b) loss of rent, payable under this Lease from time to time for one year or such longer period as the Landlord may from time to time reasonably consider to be sufficient for the purposes of planning and carrying out rebuilding or reinstatement.

6.3 If and whenever during the term:

- (a) the Premises or any part of them are destroyed or damaged by an insured risk so that the Premises or any part of them are unfit for occupation or use; and
- (b) the insurance for the Premises has not been vitiated by the act, neglect, default or omission of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority, the Rent or a fair proportion of the Rent according to the nature and extent of the damage sustained shall be suspended and cease to be payable until the Premises or the damage part are made fit for occupation and use.

6.4 If the Premises are either destroyed or substantially damaged so as to make the Premises unusable then the tenant may elect to terminate the lease.

6.5 If the Premises shall be so destroyed or damaged by an Insured Risk the insurance proceeds (other than that part attributable to loss of rent) shall be expended upon repairing or reinstating the Premises as soon as may be reasonably practical at the Landlord's discretion.

6.6 The Tenant covenants with the Landlord:

- (a) To comply with all the requirements and recommendations of the Insurers;
- (b) Not to do or omit to do anything that could cause any policy of insurance on the Premises to become void or voidable wholly or in part nor anything whereby the additional premiums may become payable;
- (c) To keep the Premises supplied with such fire fighting equipment as the insurers and the fire authority may require and to maintain the same to their satisfaction;
- (d) Not to store or bring on to the Premises any article, substance or liquid of a special combustible, inflammable or explosive nature and to comply with the requirements and recommendations of the fire authority as to fire precautions relating to the Premises; and
- (e) To give notice to the Landlord forthwith upon the happening of any event which might affect any insurance policy relating to the Premises.
- (f) To pay the Landlord the amount of any insurance money which is refused by reason of any error and omission of the Tenant

7. THE GUARANTOR COVENANTS WITH THE LANDLORD

If at any time during the term the Tenant shall make any default in payment of the rent or the maintenance fees in observing or performing any of the covenants, conditions or other terms of this lease, the Guarantor shall pay the rent or the maintenance fees and observe or perform the covenant conditions or terms in respect of which the tenant shall be in default not withstanding:-

- (a) any time or indulgence granted by the Landlord to the tenant or any neglect or forbearance on the Landlord in enforcing the payment of rent or the observance or performance of the Tenant's covenants;
- (b) that the terms of this lease may have varied between the parties or
- (c) any other act or thing whereby but for this provision the Guarantor would have been released.

8. PROVISOS

Forfeiture

8.1. If at any time during the Term:

- (a) the Rent and/or Maintenance Fees shall be in arrears and unpaid for 30 days after becoming payable (whether formally demanded, or not);
- (b) there shall be any breach, non-performance or non-observance by the Tenant of any of the covenants and conditions contained in this Lease which is not remedied within 30 days; or
- (c) the Tenant (being an individual) becomes bankrupt or (being a company) enters into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction of the solvent company) or has a receiver appointed or its undertaking or (in either case) enters into an arrangement or composition for the benefit of its creditors or suffers any distress or execution to be levied on its goods, the Landlord may at any time thereafter re-enter the Premises or any part thereof in the name of the whole and thereupon the Term shall absolutely cease and determine but without prejudice to any rights or remedies which may then have accrued to the Landlord against the Tenant in respect of any antecedent breach of any of the covenants and conditions contained in the Lease.

Sale of Tenant's Property

8.2. If after the Tenant has vacated the Premises on the expiry or sooner determination of the Term any property of the Tenant remains in or on the Premises and the Tenant fails to remove it within seven days after being requested in writing by the Landlord to do so, the Landlord may as agent of the Tenant sell such property, provided that the Tenant shall indemnify the Landlord against any liability incurred by them to any third party whose property shall have been sold by the Landlord in the bona fide mistaken belief that such property belonged to the Tenant.

9. OPTION

9.1. If the tenant wishes to take a further lease of the Premises from the expiry of the term and shall at any time after the expiry of two years of the term give to the Landlord not less than 6 months' notice in writing then provided the Tenant shall on the expiry of the term have paid the rent and performed and observed the covenants contained in this lease, the Landlord shall at the cost of the Tenant grant to the Tenant a further lease of the Premises for a further term of three years commencing on the day following the last day of the term upon the same terms and conditions as this lease (save as to the rent and this option for a further lease).

9.2. The rent for the further lease shall be the rent currently payable under this lease increased to reflect any increase in the C.P.I. rate of 5% per annum whichever is the greater. Thereafter the annual rent will increase by the greater of the increase in the C.P.I. rate of the previous year or 5% per annum.

10. PARKING

The Tenant will have the non-exclusive use (in common with the Landlord and other tenants of the site and their agents and invitees of 2 car parking spaces subject to any

reasonable rules and regulations governing the use thereof prescribed by the Landlord from time to time. If the tenant or tenant's agent or employee or invitee is the cause of any damage or loss to any common area then the tenant shall bear the entire cost of restoration or replacement.

11. ASSIGNMENT

The Landlord may at its discretion at any time assign this lease to the bank or any other financial institution for security against a mortgage or other type of borrowing.

IN WITNESS WHEREOF the parties hereto have duly executed this Lease under seal the day and year first before written.

THE COMMON SEAL of
ZM.S. LTD.
was hereunto affixed in
the presence of

Notary Public: *SM*

[Signature] Director

SIGNED BY THE TENANT
Earthstrong Ltd./T/A The Greenhouse)
in the presence of)

Notary Public: *[Signature]*

[Signature] Director

SIGNED BY THE SAID
In the presence of)

Notary Public: *[Signature]*

[Signature] Guarantor