Lease Agreement

This Lease agreement, entered into January 11, 2008, by and between FLARealty, LLC., a Florida corporation with its principal offices located at 3116 Capital Circle NE, Suite 5, Tallahassee, Florida 32308 ("Lessor"), and Aqua Utilities Florida, Inc., a Florida corporation, with principal offices located in 1100 Thomas Avenue, Leesburg, Florida 34748 ("Lessee") provides as follows:

Lessor warrants and represents that it owns that certain office located in the City of Tallahassee, FL, at Lessor's address above ("Premises"); and

Lessor wishes to lease to Lessee, and Lessee wishes to lease from Lessor, under the terms and conditions of this agreement, one office located within Suite 5 of the Premises;

Therefore, the parties agree as follows:

1. The Premises. Lessor hereby agrees to lease to Lessee, and Lessee hereby leases from Lessor, the following described premises:

> That certain 90 square feet know as office B, plus use of the common areas with in the 1440 square feet of floor space within Suite 5, which floor space is finished with a copier, facsimile machine, kitchenette, restroom and conference room.

2. Term. The term of this lease shall commence on January, 21, 2008 and shall be for a term of one year, or as mutually extended by the parties.

3. Rent. Lessee agrees to pay Lessor a minimum monthly rent during the term of this Lease in the amount of $600per month, payable on the first day of each month during the term of this Lease, with payments to be made by personal delivery or mailing by U.S. Mail to Lessor's office, postmarked not later than the first day of each month during the term of this lease.

a. In addition, Lessee shall be responsible to timely pay the State of Florida sales tax in the amount of 7.5%. Further, Lessee shall pay an additional $100 per month for use of copier, facsimile machine and materials. Lessee agrees that any large items shall be reproduced outside the office.

b. The first monthly rental payment shall be pro-rated on the basis of the monthly rental and the number of calendar days of the calendar month within which any of the term of this lease shall occur.

c. A late charge of $100 shall be paid as additional rental for any rental payment hand delivered or received more than ten (10) days after the first day of any calendar month during the term of this lease. Any checks not paid by the Bank upon first presentment shall not constitute payment of any of the sums due under this lease.

4. Escalation of Minimum Monthly Rent and Additional Rent. On the first day of each calendar year during the term of this lease, beginning January 21, 2009, the parties may agree to an increase in the minimum monthly rent. All real estate and other taxes assessed against the building, all maintenance and repairs to the building, parking lot and its components including but not limited to air conditioning, heating, lighting, plumbing, yard and grounds, all building insurance costs, trash and garbage services, janitorial costs, building personnel costs, building management fees and security expenses shall be included in the monthly rent.

5. Notice. Wherever in this lease it is required or permitted that notice or demand be given or served by either party on the other, such notice or demand shall be deemed given or served when written and hand delivered, or deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

To Lessor at: 3116 Capital Circle NE, Suite 5, Tallahassee, FL 32308

To Lessee at: 1100 Thomas Avenue, Leesburg, FL 34748

6. Parking. It is agreed that Lessee, its agents, servants, employees, customers, guests, and invitees, shall have the right to park without charge, throughout the original term of this lease and any renewal term, in the non-reserved spaces surrounding the Suite.

7. Possession. Lessor promises to place Lessee in peaceful possession of the Premises, and Lessee, by taking possession of the Premises, will have acknowledged that the Premises are in satisfactory and acceptable condition.

8. Use. Lessee shall use the Premises as a professional office, and shall not use or permit the Premises to be used for any other purpose. Lessee agrees that no use consuming abnormally high utility or other service costs shall be permitted in the Premises.

9. Compliance with Laws. Lessee agrees to observe all laws and governmental regulations applicable to its use of the Premises, together with all reasonable rules and regulations that may be promulgated by Lessor from time to time.

10. Alterations by Lessee. Lessee agrees that except for the tenant improvements contemplated in this Lease, Lessee will make no alterations to the Premises without the prior written consent of the Lessor.

11. Hazards. Lessee shall not use the Premises, nor permit them to be used, for any purpose which shall increase the existing rate of insurance upon the Building, or cause the cancellation of any insurance policy covering the Building, or sell or permit to be kept, used, or sold in or about the Premises, any article that may be prohibited by Lessor's insurance policies.

a. Lessee shall not commit any waste upon the Premises, nor cause any public or private nuisance or other act that may disturb the quiet enjoyment of any other tenant, nor shall Lessee allow the Premises to be used for any improper, immoral, unlawful, or unsafe purpose, including, but not limited to, the storage of any flammable materials.

b. Nor shall Lessee use any apparatus, machinery or device in or on said Premises that shall make any noise or cause any vibration that can be detected by other tenants, or that shall in any way be a detriment to the Building.

c. Lessee further agrees that except for the tenant improvements contemplated in this Lease, Lessee will not install or construct within the Premises or Building electrical wires, water or drain pipes, machinery, or other permanently installed devices, including, but not limited to, alarm systems, private music systems, or special ventilation, without the prior written consent of Lessor.

12. Care of the Premises. Lessee agrees to take good care of the Premises. Lessor agrees to properly maintain the Premises.

13. Liability. Lessee agrees that Lessor shall not be liable for any damage or injury to persons or property arising out of the use of the Premises by Lessee, its agents and employees, invitees, or visitors except that occasioned by the negligence or act of Lessor, its agents, employees, servants, contractors, or subcontractors.

Lessee will indemnify and save Lessor harmless from all liability and loss on account of any such damage or injury; but Lessee shall not be liable for any damage or injury occasioned by any failure of Lessor to comply with its obligations under this Lease or by reason of the negligence of the Lessor, its agents, servants, employees, contractors, or subcontractors.

14. Lessor's Right to Inspect. Lessee agrees to permit Lessor and its authorized representatives to enter the Premises at all reasonable times during usual business hours for the purpose of inspection, or for the making of any necessary repairs for which the Lessor is responsible or feels necessary for the safety and preservation of the Premises or for the performance of any work on the premises that may be necessary to comply with any laws or regulations of any public authority.

15. Fixtures and Personal Property. Any trade fixtures, equipment, or personal property permanently installed in or permanently attached to the Premises, Building, or Parcel by or at the expense of Lessee shall be and remain the property of Lessee, including Lessee's lighted sign, and Lessor agrees that Lessee shall have the right to remove any and all of such property prior to the expiration or termination of this Lease Agreement, so long as no default exists under this Lease. Lessee agrees that it will, at its expense, repair any damage occasioned to the Premises by reason of the removal of any of its trade fixtures, equipment, or other permanently affixed personal property as described above.

16. Repairs and Maintenance. Lessor agrees that it shall, at its cost and expense, maintain the Premises, in good, first class condition, except that Lessee shall make any repairs or replacements necessitated by damage caused by the Lessee or its employees, agents, invitees, or visitors. Provided, however, if Lessee fails to make any such repairs or replacements promptly, Lessor may, at its sole option, make the repairs or replacements after at least ten (10) days prior written notice to Lessee, and Lessee shall repay the cost of the repairs or replacements to Lessor on demand.

17. Utilities. Lessor agrees to provide, at its expense, to or for the Premises, adequate heat, electricity, water, air conditioning, replacement light tubes, trash removal service, and sewage disposal service, in such quantities and at such times as is necessary to Lessee's comfortable and reasonable use of the Premises, from 8 a.m. to 6 p.m., Monday through Saturday. These services will not be provided on Sundays, New Year's Day, July 4th, Labor Day, Thanksgiving, Christmas, or any other nationally recognized holidays.

18. Janitorial Service. Lessor agrees to provide in the Premises, at Lessor's expense, the following janitorial services: cleaning once per week; trash disposal onceper week; vacuuming of carpets once per week; cleaning of lighting fixtures per year; cleaning of windows (interior and exterior) three (3) times per year; replacement of light tubes and bulbs as required. Air conditioning will be supplied to cause the temperature in the interior of the Premises to be not greater than 76 degrees at all times and heat will be supplied as necessary to cause the temperature to be not less than 70 degrees at all times.

19. In the event of any interruption or malfunction for any reason of any utility or service to the Premises or Building, Lessor shall use reasonable diligence to restore the utility or service. However, any such interruption or malfunction, if restored within a reasonable time, shall not entitle Lessee to be relieved from any of its obligations under this Lease, or grant Lessee the right of set-off or recoupment of rent, or be considered a breach by Lessor, or entitle Lessee to any damages. Should any of the equipment or machinery break down, or for any cause beyond the reasonable control of Lessor cease to function properly, Lessor shall use reasonable diligence to repair the machinery or equipment promptly, but Lessee shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned by or resulting from any such breakdown or cessation for the length of time reasonably required for repair.

20. Destruction of Premises. If at any time during the term of this lease, the Premises or any part of the Building or Parcel shall be damaged or destroyed by fire in a way that does not render the premises unfit for the conduct of Lessee's business or that does not injure Lessee's business, Lessor shall promptly and through the exercise of reasonable diligence repair the damage and restore the premises, at Lessor's expense, to the condition in which the premises existed immediately prior to the damage or destruction. In such case there shall be no abatement of rent.

21. Eminent Domain. As used in this section, the word "condemned" shall include (a) receipt of written notice of the intent to condemn from an entity having the power of eminent domain, (b) the filing of any action or proceeding for condemnation by any such entity, and (c) the conveyance of any interest in the Premises by the Lessor or the Lessee to a public or quasi public authority having the power of eminent domain with respect to the Premises as a result of the authority's express written intent to condemn.

22. In the event any part of or interest in the Premises, Building, or Parcel is condemned, this lease shall terminate at the option of either Lessor or Lessee as of the date title or actual possession vests in the condemnor, whichever first occurs, and rent under this Lease shall be payable only to that date. Lessor shall return to Lessee any rent paid beyond that date.

23. Lessor shall give Lessee written notice promptly after receiving notice of any contemplated condemnation and Lessee shall have thirty (30) days after receipt of the notice to terminate this lease, provided the contemplated condemnation will render the Premises unfit for use by Lessee in the ordinary conduct of its business or will in Lessee's opinion injure Lessee's business.

24. Assignment and Subletting. Lessee may not sublet or assign its interest under this Lease without the written consent of Lessor, except to a business entity that is owned or controlled by Lessee or that is the survivor of any merger, acquisition, or corporate reorganization in which Lessee's shareholders control the survivor.

a. If permission is granted, Lessee may assign its interest in this lease, provided Lessee remains liable for the performance of its obligations under this Lease through the remainder of the original term, together with all extensions, expansions, and renewals that may have been executed by Lessee and Lessor prior to any such assignment.

b. Lessor's consent shall not be unreasonably withheld.

25. In the event that this Lease is terminated as permitted under the terms of this Lease, Lessor shall refund to Lessee the security deposit and any prepaid rent accrued as of the date of damage or destruction, less any sum then owing Lessor by Lessee. If Lessor is required under this Lease to repair and reconstruct the Premises, the lease term shall be extended by a period of time equal to the period of time reasonable required to complete the repair and reconstruction.

26. Default by Lessee. Should Lessee at any time be in default with respect to payment of rent for a period of fifteen (15) days after written notice from Lessor; or should Lessee be in default in the performance of any other of its obligations under this Lease for thirty (30) days after written notice from Lessor specifying the particulars of the default; or should Lessee vacate and abandon the Premises; or if a petition in bankruptcy or other insolvency proceeding is filed by or against Lessee, without dismissal within thirty (30) days of filing; or if Lessee makes any general assignment for the benefit of creditors or composition; or if a petition or other proceeding is instituted by or against the Lessee for the appointment of a trustee, receiver, or liquidator of Lessee or of any of Lessee's property pursuant to laws for the benefit of creditors; or if a proceeding is instituted by any governmental authority for the dissolution or liquidation of Lessee; then and in any such events, Lessor, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Premises, and after five (5) days prior written notice to Lessee, may remove all persons and property from the premises.

a. The property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee.

b. Should Lessor elect to reenter, this lease shall be deemed terminated; provided, however, that Lessor shall be entitled as against Lessee to the measure of damages provided by law, namely the difference between the rent for the balance of the term of this lease following the day of reentry and the amount of rent Lessor receives during that period from any subsequent tenant of the Premises.

c. Lessor shall in such event have no obligation to relet the Premises.

27. Should Lessor at any time terminate this lease under Lessor's express rights set forth in this Lease for any breach, Lessor may, in addition to any other remedy it may have, recover from Lessee all damages incurred by reason of the breach, including the cost of recovering the Premises.

28. Redelivery of Premises. Lessee agrees to redeliver to Lessor the physical possession of the Premises at the end of the term of this Lease, or any extension of this Lease, in good condition, excepting reasonable wear and tear, and damage by fire or from any other cause not attributable to the willful or negligent act of the Lessee, or its employees, agents, invitees, or visitors.

29. Holding Over. Any holding over after the expiration of the term of this lease shall be deemed to constitute a tenancy from month to month only, and shall be on the same terms and conditions as specified in this Lease, so far as applicable, and at a monthly rental equal to twice the rentals and other charges stated in this Lease for the primary term of this lease.

30. Attorneys' Fees. If either party is required to place the enforcement of all or any part of this Lease, the recovery of possession of the Premises, or damages in the hands of an attorney, or if legal proceedings are commenced by either party against the other party to protect or enforce rights or obligations under this Lease, the prevailing party, whether as Plaintiff or Defendant, shall be entitled to recover its reasonable attorneys' fees and costs.

31. Time of Essence. Time is of the essence in this lease.

32. Mutuality. All covenants and conditions in this Lease are mutually dependent.

33. Refurbishment's. Paragraph 16 notwithstanding, Lessor shall not be responsible for repainting the Premises or for replacement of the carpeting unless repainting or replacement is made necessary by the negligence of Lessor or its agents, employees, servants, contractors, or subcontractors, or by the breach of any other obligation of Lessor under this lease.

34. Option to Renew. Lessee is hereby given an option to renew this lease for an additional term of two (2) years by giving Lessor written notice on or before ninety (90) days before the expiration of the primary term of this lease. The renewal lease is to be upon the same terms, covenants, and conditions contained in this Lease except as to Rent as provided in Paragraph 3 above and Tenant Improvements.

35. Lessor's Signs. Lessor reserves the right for itself or its agents to install a sign designating the Building and/or Parcel for sale or for lease, and to show the space to a prospective tenant, should Lessee not renew this lease within ninety (90) days prior to its termination date.

36. Recordable Acceptance. Lessee agrees to give a letter of acceptance and memorandum of lease in recordable form on commencement of this lease.

37. Real Estate Commission. Lessee acknowledges that Lessee contacted Lessor directly, and that no real estate commission is due or payable from Lessor. Lessee will hold Lessor and owners harmless from any claim made for a real estate commission. Lessor agrees that this covenant and indemnity shall be mutual.

38. Lessee Deposits. Lessor acknowledges that it has possession of a deposit in the amount of $ 600, deposited by Lessee.

39. Lessor agrees that the deposit shall, upon commencement of the term of this new Lease, constitute the deposit which shall be held during the term of this Lease by Lessor as security for the performance by Lessee of its obligations under this Lease.

a. In addition, on the first day of the commencement of the term of this Lease, Lessee shall pay all or a prorated portion of the first month's rent in advance, as provided above.

b. That deposit shall be held by Lessor, without obligation for interest, as security for the performance of Lessee's covenants and obligations under this Lease, it being expressly understood and agreed that the deposit is not an advance rental deposit except to the extent Lessor applies it as such after the notice required below, or a measure of Lessor's damages in case of Lessee's default.

c. The deposit shall not be considered liquidated damages, and if claims of Lessor exceed the deposit, Lessee shall remain liable for the balance of the claim.

d. On the occurrence of any event of default, and after the time for cure has elapsed without cure by Lessee, as stipulated in this Lease agreement, Lessor may, from time to time, without prejudice to any other remedy provided in this Lease or provided by law, after five (5) days prior written notice to Lessee of Lessor's intent to do so, specifying the cause and the amount, use a portion of that fund, to the extent necessary to make good any arrears of rent and any other damage, injury, expense or liability caused by the event of default specified in such notice.

e. If any portion of the deposit is so used or applied, Lessee shall, within five (5) days of written demand, deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount, and Lessee's failure to do so shall constitute a default of this lease.

f. If Lessee is not then in default under this Lease, any remaining balance of the deposit shall be returned by Lessor to Lessee on demand, within thirty (30) days after the termination of this lease agreement.

40. Subordination. This lease is subject and subordinate to all mortgages and deeds of trust which may now or hereafter encumber the Building, Parcel, or any appurtenances thereto, or any leases, renewals or modifications related thereto. This clause shall be self operative and no further instruments of subordination shall be required in order for this clause to be effective. Lessee hereby agrees to execute, within ten (10) days of a request, any and all reasonable instruments in writing required by Lessor or any lender to subordinate Lessee's rights acquired by this Lease in accordance with this clause.

41. Transfer By Lessor. The term "Lessor" shall mean only the owner for the time being of the Building and Parcel, and in the event of a transfer by that owner of its interest in the Building or Parcel, the owner shall be released and discharged from all covenants and obligations of the Lessor thereafter accruing, but such covenants and obligations shall be binding during the lease term on each new owner, and their successors and assigns for the duration of this lease.

42. Landlord's Lien. Lessor shall have at all times a valid lien for all rentals and other sums of money becoming due under this Lease from Lessee, subject to any purchase money liens or security interests outstanding from time to time to third parties, on all goods, wares, equipment, fixtures, furniture, and other personal property of Lessee, other than Lessee's lighted sign, situated on and in the Premises, and after notice of default is given by Lessor such property shall not be removed from the premises without the consent of Lessor until all arrearages in rent as well as any and all other sums of money then due to Lessor under this Lease shall first have been paid and discharged.

a. Lessee hereby grants a security interest, subject to any purchase money liens or security interests executed by Lessee outstanding from time to time to third parties, in that personal property, and the lien hereby granted may be foreclosed in the manner and in the form provided by law for foreclosure of a security interest under the Uniform Commercial Code of the State of Florida, or in any other manner and form provided by law.

b. The statutory lien for rent is not hereby waived, but the express contractual lien herein granted is in addition and supplemental thereto.

This instrument is executed as of the above date in multiple counterparts, each of which shall constitute an original.

LESSEE/DATE

John M. Lievaart
LESSOR

Date: January 11, 2008



www.FLARealty.US
3116 Capital Circle NE, Suite 5 · Tallahassee, Florida 32308 ·
Tel: (850) 297 0000 · Fax: (850) 297 0008

TO: JACK LITVARCIK FAX #: 352 787 6333

FROM: RICK GESHWILER
SEDITA CAYSON E-MAIL: [illegible]

DATE: 1/14/8 # OF PAGES 8 INCLUDING COVER

MESSAGE:

Thank you very much.

/Rick

IMPORTANT NOTICES:
This message is intended only for the addressee. Please notify the sender by fax if you are not the intended recipient. If you are not the intended recipient, you may not copy, disclose, or distribute this message or its contents to any other person and any such actions may be unlawful.