

# EQUIPMENT LEASE AGREEMENT

## AGREEMENT #

1121876

This document was written in "Plain English". The words YOU and YOUR refer to the customer. The words WE, US and OUR refer to the Lessor. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

**THIS IS A NONCANCELABLE/IRREVOCABLE LEASE, THIS LEASE CANNOT BE CANCELLED OR TERMINATED.**

### CUSTOMER INFORMATION

Fed Tax ID # \_\_\_\_\_

ONE OF A KIND JEWELRY INC

FULL LEGAL NAME OF CUSTOMER

ONE OF A KIND JEWELRY INC

D/B/A

5388 SPRING HILL DR

STREET ADDRESS

SPRING HILL, FL 34606

CITY / STATE / ZIP

(352) 684-0014

PHONE

ONE OF A KIND JEWELRY INC

BILLING NAME

5388 SPRING HILL DR

BILLING STREET ADDRESS

SPRING HILL, FL 34606

CITY / STATE / ZIP

(352) 684-0014

PHONE

5388 SPRING HILL DR, SPRING HILL, FL 34606

EQUIPMENT LOCATION

### SUPPLIER INFORMATION

GEMVISION CORPORATION

NAME OF SUPPLIER

706 E RIVER DR

STREET ADDRESS

DAVENPORT, IA 52803

CITY / STATE / ZIP

PHONE

### EQUIPMENT DESCRIPTION

DESCRIPTION / MODEL NO. & SERIAL NO.

MATRIX 3D

### TERMS

Term in months 36

Monthly Payments of \$282.54 (Plus applicable taxes)

Security Deposit of \$0.00 received

Advance Payment of \$565.08 received

### END OF LEASE OPTIONS

You will have the following options at the end of the original term, provided the lease has not terminated early and no event of default under the lease has occurred and is continuing. **If an option is not initialed below, option 1 will be designated as the Customer's choice.**

Initial \_\_\_\_\_ 1. Purchase the equipment for fair market value OR renew the lease per paragraph 1 OR return the equipment per paragraph 6.

Initial \_\_\_\_\_ 2. Purchase the equipment for 10% of the original cost of the equipment as paid by Lessor OR renew the lease per paragraph 1 OR return the equipment per paragraph 6

Initial \_\_\_\_\_ 3. Purchase the equipment for \$1.00

Initial  4. Purchase the equipment for \$101.00 or return the equipment per paragraph 6.

Initial \_\_\_\_\_ 5. Purchase the equipment for 10% of the original cost of the equipment as paid by Lessor.

### ACCEPTANCE OF DELIVERY

You certify that all the equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects. You understand and agree that we have purchased the equipment from the supplier, and you may contact the above supplier for your warranty rights, if any, which we transfer to you for the term of this lease. Your approval as indicated below of our purchase of the equipment from supplier is a condition precedent to effectiveness of this lease.

\_\_\_\_\_  
Date of Delivery

Customer Signature JOSEPH ALLARD

PRESIDENT

Title

### GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you"), jointly and severally, unconditionally personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against the customer or the Equipment before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

Signature JOSEPH R ALLARD

Date

Signature CHRISTINA ALLARD

Date

### CUSTOMER ACCEPTANCE

DATED: \_\_\_\_\_

CUSTOMER: ONE OF A KIND JEWELRY INC

SIGNATURE:  JOSEPH ALLARD

TITLE: PRESIDENT

### LESSOR ACCEPTANCE

DATED: \_\_\_\_\_

LESSOR: SUNBELT LESSORS INC

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

## TERMS AND CONDITIONS

**1. LEASE AGREEMENT:** You agree to lease from us the personal property described under "ITEM DESCRIPTION" and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon execution by us. You also agree to pay to Lessor interim rent. Interim rent shall be in an amount equal to 1/30th of the monthly rental, multiplied by the number of days between the commencement date and the first payment due date. The term will be extended automatically for successive 12 month terms unless you send us written notice you do not want it renewed at least thirty (30) days before the end of any term. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD TO COMPLY WITH THE TAX LAWS OF THE STATE IN WHICH THE EQUIPMENT IS LOCATED. Equipment located in various states is subject to sales tax laws which require that tax be paid up front. You authorize us to advance tax and increase your monthly payment by an amount equal to the current tax percentage applied to the monthly rental shown above. You authorize us to insert or correct missing information on this lease including your proper legal name, address, serial numbers and any other numbers describing the Equipment.

**2. RENT:** Rent will be payable in installments, each in the amount of the basic lease payment shown plus any applicable sales tax, use tax, or property tax. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. In the event this Agreement is not commenced, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason, your check is returned for nonpayment, a \$20.00 bad check charge will be assessed.

**3. COMPUTER SOFTWARE:** Notwithstanding any other terms and conditions of the Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software, b) You have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regards to such license agreement, c) You have selected such software and as per Agreement paragraph 5, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE.

**4. OWNERSHIP OF EQUIPMENT:** We are the owner of the Equipment and have sole title to the Equipment (excluding software). You agree to keep the equipment free and clear of all liens and claims.

**5. Warranty Disclaimer: WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, OR THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THE AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER.**

**6. LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a location we specify at your expense, in retail resaleable condition, full working order, and in complete repair.

**7. LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the total of all unpaid lease payments for the full lease term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.

**8. COLLATERAL PROTECTION AND INSURANCE:** You agree to keep the equipment fully insured against loss with us as loss payee in an amount not less than the replacement cost until this Agreement is terminated. You agree to provide us certificates or other evidence of insurance acceptable to us, before this Agreement begins or, should you wish us to waive this requirement we will bill you and you will pay a monthly property damage surcharge of up to .0035 of the original equipment cost related to our administrative costs, and credit risk and other costs and on which we may make a profit. As long as you are not in default at the time of the loss (excluding losses resulting from intentional acts), the remaining balance owed on the Agreement will be forgiven. You cannot be in default and benefit from this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.

**9. INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.

**10. TAXES AND FEES:** You agree to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to reimburse us annually for all personal property taxes which we are required to pay as owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. We will file all personal property, use or other tax return and you agree to pay us a processing fee for making such filings. In addition you also agree to pay us any filing fees prescribed by the Uniform Commercial Code or other law and reimburse us for all costs and expenses involved in documenting and servicing this transaction. You further agree to pay us an origination fee in an amount up to \$500; due on the date the first lease payment is due to cover the expense of originating the transaction. You also acknowledge that in addition to the lease payments we may assess and you may be required to pay additional taxes and/or fees. Such fees may not only cover our costs, they may also include a profit.

**11. ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. You understand that we, without prior notice, have the right to assign this Agreement to a financing source for financing purposes without your consent to such assignment. You understand that our assignee will have the same rights and benefits but they do not have to perform any of our obligations. You agree that the rights of assignee will not be subject to any claims, defenses, or setoffs that you may have against us.

**12. DEFAULT AND REMEDIES:** If you do not pay any lease payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement (discounted at 6%); (2) the amount of any purchase option and if none is specified, 20% of the original equipment cost which represents our anticipated residual value in the equipment; (3) and return the equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Minnesota or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing our rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

**13. UCC FILINGS:** You grant us a security interest in the equipment if this agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the Equipment.

**14. SECURITY DEPOSIT:** The security deposit is payable upon execution and non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 6.

**15. LAW:** This lease shall be deemed fully executed and performed in the State of Minnesota or in the home state of whoever holds the Lessor's interest as it may be assigned from time to time per paragraph 11. This lease shall be governed by and construed in accordance with the laws of the State of Minnesota or the laws of the home state of Lessor's assignee. You expressly and unconditionally consent to the jurisdiction and venue of any court in the State of Minnesota and waive the right to trial by jury for any claim or action arising out of or relating to this Agreement or the Equipment. Furthermore, you waive the defense of Forum Non Conveniens.

**16. LESSEE GUARANTY:** You agree to submit the original master lease documents with the security deposit to Lessor or its assignee via overnight courier the same day of the facsimile transmission of the lease documents. Should we fail to receive these originals, you agree to be bound by the faxed copy of this agreement with appropriate signatures on the document. Lessee waives the right to challenge in court the authenticity of a faxed copy of this agreement and the faxed copy shall be considered the original and shall be the binding agreement for the purposes of any enforcement action under paragraph 12.

X

Signature JOSEPH ALLARD

PRESIDENT

Title

1701 N GREENVILLE AVE STE 1001

RICHARDSON, TX 75081

AGREEMENT #

1121876

ONE OF A KIND JEWELRY INC hereby requests and authorizes Lessor or its assigns to initiate debit and/or credit entities on or about the due date per this Agreement for any and all agreed amounts due per Agreement # 1121876 to the Depository Account designated below and authorizes the Depository Financial Institution (Bank) designated below to debit and/or credit same to such account. This Agreement shall continue until BANK has received written termination thereof from both the Lessee and Lessor. Changes in the amount due may result from a change in the tax rate of the Lessee.

Name of Bank

City/State/Zip

Bank Transit / ABA No.

Account Number

Please Print Signature and Title of Authorized Signer

\*\*\*\*\*

PLEASE ATTACH A VOIDED CHECK COPY FOR ACCOUNT VERIFICATION

\*\*\*\*\*

By signing this payment form, Customer acknowledges the above change to the Agreement and authorizes Secured Party to make such change. In all other respects the terms and conditions of the Agreement remain in full force and effect.

ONE OF A KIND JEWELRY INC

Customer

X

Signature JOSEPH ALLARD

PRESIDENT

Title

Date

NOTE: SIGNER OF THIS ADDENDUM MUST BE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OF THIS AGREEMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

SUNBELT LESSORS INC  
1701 N GREENVILLE AVE STE 1001  
RICHARDSON, TX 75081

**CUSTOMER OPTIONS  
\$101.00 PURCHASE OPTION**

**AGREEMENT #**

**1121876**



Addendum to Agreement # 1121876 dated \_\_\_\_\_, between ONE OF A KIND JEWELRY INC as Customer and SUNBELT LESSORS INC as Lessor.

Provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing, Customer shall have the following option at the end of the original term.

**BUY:** Purchase the Equipment for \$101.00.

**OR**

**RETURN:** Return the equipment to a location designated by the Lessor with no further obligation.

The options provided for in this \$101.00 purchase option supersede all other options contained in the original Agreement.

SUNBELT LESSORS INC  
\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ONE OF A KIND JEWELRY INC  
\_\_\_\_\_  
Customer

**X**  
\_\_\_\_\_  
Signature JOSEPH ALLARD

PRESIDENT  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

NOTE: SIGNER OF THIS ADDENDUM MUST BE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OF THIS AGREEMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

1701 N GREENVILLE AVE STE 1001

AGREEMENT #

RICHARDSON, TX 75081

1121876

To induce SUNBELT LESSORS INC ("Lessor") to finance equipment to ONE OF A KIND JEWELRY INC ("Customer") pursuant to Agreement # 1121876 and all Supplements thereto (the "Agreement").

1. The undersigned hereby absolutely and unconditionally guarantees to Lessor full and prompt payment and performance when due of each and every obligation of Customer under the Agreement.
2. The undersigned hereby waives (i) notice of the acceptance hereof by Lessor and of the creation and existence of the Agreement and (ii) any and all defenses otherwise available to a guarantor or accommodation party.
3. This Guaranty is absolute and unconditional, and the liability of the undersigned hereunder shall not be affected or impaired in any way by any of the following; each of which Lessor may agree to without the consent of the undersigned: (a) any extension or renewal of the Agreement whether or not for longer than the original period; (b) any change in the terms of payment or other terms of the Agreement or any collateral therefore or any exchanged, release of, or failure to obtain any collateral therefor, (c) any waiver or forbearance granted to Customer or any other person; and (d) the application or failure to apply in any particular manner any payments or credits on the Agreement or any other obligation Customer may owe to Lessor.
4. Lessor shall not be required before exercising and enforcing its rights under the Guaranty first to resort for payment under the Agreement to Customer or to any other person or to any collateral. The undersigned agrees not to obtain reimbursement or payment from Customer or any other person obligated with respect to the Agreement or from any collateral for the Agreement until the obligations under the Agreement have been fully satisfied.
5. The undersigned shall be and remain liable for any deficiency following foreclosure of any mortgage or security interest securing the Agreement whether or not the liability of Customer under the Agreement is discharged by such foreclosure.
6. The undersigned shall be and remain liable for any deficiency following the initiation of bankruptcy or other insolvency actions affecting the Agreement or the Customer, whether or not the liability of the Customer is discharged in whole or in part by such action.
7. The undersigned agrees to pay all costs, expenses and attorneys' fees paid or incurred by Lessor in endeavoring to enforce the Agreement and this Guaranty.
8. If any payment from the Customer or anyone else is applied to the Agreement and is thereafter set aside, recovered, rescinded, or required to be returned for any reason (including as a preference in the bankruptcy of Customer), the obligations under the Agreement to which such payment was applied shall for purposes of this Guaranty be deemed to have continued in existence notwithstanding such application, and this guaranty shall be enforceable as to such obligations as fully as if such applications had never been made.
9. If more than one person signs this Guaranty, then the liability of the undersigned hereunder shall be joint and several, and this Guaranty shall be enforceable in full against each of the undersigned.
10. This Guaranty shall be binding upon the estate, heirs, successors and assigns of the undersigned, and shall insure to the benefit of the successors and assigns of Lessor.
11. By signing this Personal Guaranty, the undersigned authorizes Lessor to obtain their Credit Bureau Reports for credit and collection purposes.

CONSENT TO LAW, JURISDICTION AND VENUE. The subject Agreement shall be deemed fully executed and performed in the state of Lessor's or its Assignee's principal place of business and shall be governed by and construed in accordance with the law thereof. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement and/or this guaranty, the undersigned hereby irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor's or its Assignee's principal place of business, or any U.S. federal court sitting in the state of the Lessor's or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The undersigned hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters.

JOSEPH R ALLARD  
Guarantor

X  
Signature JOSEPH R ALLARD

9135 CIRCLEWOOD  
Address

BROOKSVILLE, FL 34601  
City/State/Zip

Date

1701 N GREENVILLE AVE STE 1001

AGREEMENT #

RICHARDSON, TX 75081

1121876

To induce SUNBELT LESSORS INC ("Lessor") to finance equipment to ONE OF A KIND JEWELRY INC ("Customer") pursuant to Agreement # 1121876 and all Supplements thereto (the "Agreement").

1. The undersigned hereby absolutely and unconditionally guarantees to Lessor full and prompt payment and performance when due of each and every obligation of Customer under the Agreement.
2. The undersigned hereby waives (i) notice of the acceptance hereof by Lessor and of the creation and existence of the Agreement and (ii) any and all defenses otherwise available to a guarantor or accommodation party.
3. This Guaranty is absolute and unconditional, and the liability of the undersigned hereunder shall not be affected or impaired in any way by any of the following; each of which Lessor may agree to without the consent of the undersigned: (a) any extension or renewal of the Agreement whether or not for longer than the original period; (b) any change in the terms of payment or other terms of the Agreement or any collateral therefore or any exchanged, release of, or failure to obtain any collateral therefor, (c) any waiver or forbearance granted to Customer or any other person; and (d) the application or failure to apply in any particular manner any payments or credits on the Agreement or any other obligation Customer may owe to Lessor.
4. Lessor shall not be required before exercising and enforcing its rights under the Guaranty first to resort for payment under the Agreement to Customer or to any other person or to any collateral. The undersigned agrees not to obtain reimbursement or payment from Customer or any other person obligated with respect to the Agreement or from any collateral for the Agreement until the obligations under the Agreement have been fully satisfied.
5. The undersigned shall be and remain liable for any deficiency following foreclosure of any mortgage or security interest securing the Agreement whether or not the liability of Customer under the Agreement is discharged by such foreclosure.
6. The undersigned shall be and remain liable for any deficiency following the initiation of bankruptcy or other insolvency actions affecting the Agreement or the Customer, whether or not the liability of the Customer is discharged in whole or in part by such action.
7. The undersigned agrees to pay all costs, expenses and attorneys' fees paid or incurred by Lessor in endeavoring to enforce the Agreement and this Guaranty.
8. If any payment from the Customer or anyone else is applied to the Agreement and is thereafter set aside, recovered, rescinded, or required to be returned for any reason (including as a preference in the bankruptcy of Customer), the obligations under the Agreement to which such payment was applied shall for purposes of this Guaranty be deemed to have continued in existence notwithstanding such application, and this guaranty shall be enforceable as to such obligations as fully as if such applications had never been made.
9. If more than one person signs this Guaranty, then the liability of the undersigned hereunder shall be joint and several, and this Guaranty shall be enforceable in full against each of the undersigned.
10. This Guaranty shall be binding upon the estate, heirs, successors and assigns of the undersigned, and shall insure to the benefit of the successors and assigns of Lessor.
11. By signing this Personal Guaranty, the undersigned authorizes Lessor to obtain their Credit Bureau Reports for credit and collection purposes.

CONSENT TO LAW, JURISDICTION AND VENUE. The subject Agreement shall be deemed fully executed and performed in the state of Lessor's or its Assignee's principal place of business and shall be governed by and construed in accordance with the law thereof. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement and/or this guaranty, the undersigned hereby irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor's or its Assignee's principal place of business, or any U.S. federal court sitting in the state of the Lessor's or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The undersigned hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters.

CHRISTINA ALLARD

Guarantor

X

Signature CHRISTINA ALLARD

9135 CIRCLEWOOD

Address

BROOKSVILLE, FL 34601

City/State/Zip

Date

1701 N GREENVILLE AVE STE 1001

RICHARDSON, TX 75081

AGREEMENT #

1121876

(THIS FORM IS PROVIDED FOR THE CUSTOMER TO APPROVE AND FORWARD TO HIS/HER INSURERS)

Date \_\_\_\_\_

TO: Customer's Insurance Agent

Name of Agency: \_\_\_\_\_

Agent: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

We have entered into an Agreement with SUNBELT LESSORS INC This is a "NET" Agreement and we are responsible for the insurance. The insurance policy must be for the full replacement cost and include a provision for the following requirements:

COMPREHENSIVE GENERAL LIABILITY/PROPERTY DAMAGE COVERAGE:

**PLEASE SHOW AS ADDITIONAL INSURED AND LOSS PAYEE ON THE CERTIFICATE OF INSURANCE:**

SUNBELT LESSORS INC AND/OR ITS ASSIGNS  
1450 CHANNEL PARKWAY  
MARSHALL, MN 56258

I authorize the above agent to immediately place the insurance coverage required for the described item(s). Please issue a binder of insurance to the above named Additional Insured and Loss Payee by return mail and replace it with the original insurance policy or endorsement within 30 days.

This Certificate should indicate the following: "It is agreed that SUNBELT LESSORS INC will be notified in writing 10 days prior to cancellation or other material change in the conditions of this policy".

ONE OF A KIND JEWELRY INC

Customer

X

Signature JOSEPH ALLARD

PRESIDENT

Title

Date

NOTE: SIGNER OF THIS ADDENDUM MUST BE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OF THIS AGREEMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.