

PO6000106246

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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☐ MAIL

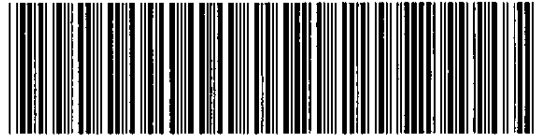
(Business Entity Name)

(Document Number)

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RECEIVED  
DEPARTMENT OF STATE  
14 DEC 29 PM 12:29

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14 DEC 29 PM 8:43  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
12/29/14  
(12)

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

FILED  
14 DEC 29 PM 8:43  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

NAME OF CORPORATION: BORA BORA CLUB INC.

DOCUMENT NUMBER: P06000106246

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

CHRISTOPHER A. WHITE

Name of Contact Person

BORA BORA CLUB INC.

Firm/ Company

107 RAMONA RD

Address

CRESCENT CITY , FLORIDA 32112

City/ State and Zip Code

ASPROS68@GMAIL.COM

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

CHRISTOPHER WHITE

Name of Contact Person

at ( 904 ) 501-9541

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certificate of Status | <input checked="" type="checkbox"/> \$43.75 Filing Fee &<br>Certified Copy<br>(Additional copy is<br>enclosed) | <input type="checkbox"/> \$52.50 Filing Fee<br>Certificate of Status<br>Certified Copy<br>(Additional Copy<br>is enclosed) |
|--|--|--|--|

**Mailing Address**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Articles of Amendment  
to  
Articles of Incorporation  
of

FILED  
14 DEC 29 PM 8:43  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

BORA BORA CLUB INC

(Name of Corporation as currently filed with the Florida Dept. of State)

P06000106246

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

NA

The new

name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:  
(Principal office address MUST BE A STREET ADDRESS)

NA

C. Enter new mailing address, if applicable:  
(Mailing address MAY BE A POST OFFICE BOX)

CHRISTOPHER WHITE

107 RAMONA RD

CRESCENT CITY FL 32112

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent

CHRISTOPHER WHITE

107 RAMONA RD

(Florida street address)

New Registered Office Address:

CRESCENT CITY

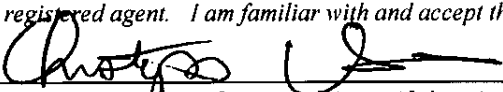
(City)

, Florida 32112

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

  
Signature of New Registered Agent, if changing



**E. If amending or adding additional Articles, enter change(s) here:**  
(Attach additional sheets, if necessary). (Be specific)

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**F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:**  
(if not applicable, indicate N/A)

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See Attached

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The date of each amendment(s) adoption: NOVEMBER 7, 2014, if other than the date this document was signed.

Effective date if applicable: NOVEMBER 7, 2014  
(no more than 90 days after amendment file date)

**Adoption of Amendment(s) (CHECK ONE)**

☐ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

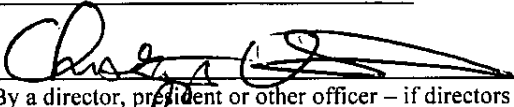
"The number of votes cast for the amendment(s) was/were sufficient for approval

by \_\_\_\_\_."  
(voting group)

☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☒ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated NOVEMBER 7, 2014

Signature   
(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

CHRISTOPHER WHITE

(Typed or printed name of person signing)

PRESIDENT

(Title of person signing)

## STOCK PURCHASE AGREEMENT

- FOR -

**BORA BORA CLUB, INC.**

*a Florida Corporation*

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**THIS AGREEMENT** is made and entered into this 07 day of NOVEMBER, 2014, by and between SHIMAL PATEL, MANU PATEL, and MINESH PATEL, (hereinafter "Sellers") and WHITE PHOENIX RISING, INC., (hereinafter "Purchaser");

### WITNESSETH

**WHEREAS**, the Sellers holds an ownership interest, including certain outstanding shares of Stock in the Corporation, together with certain rights as a directors and/or officers of Bora Bora Club, Inc., (the "Corporation"), a Florida Corporation, and;

**WHEREAS**, the Purchaser desires to purchase all of the Seller's stock, ownership, and other interest in the Corporation, its revenue, its name, its business, occupation, fire, liquor, and any other licenses, and all of its other assets, and where the Sellers desire to sell the same upon the terms and subject to the conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and in order to consummate the purchase and the sale aforementioned, it is hereby agreed as follows:

#### 1. PURCHASE AND SALE

Subject to the terms and conditions hereinafter set forth, at the time of closing of the transaction, the Sellers shall sell, and shall be held to have sold, conveyed, transferred, and delivered to the Purchaser any and all ownership and other interests held by Seller in the Corporation, and shall execute certificates evidencing the transfer of 100% of the outstanding stock in the Corporation, together with any other such documentation required by the Purchaser to effect the transfer, in sum and consideration of the purchase price set forth in this Agreement.

The closing of the transaction contemplated by this Agreement (the "Closing"), shall occur on or before November 8, 2014, or at such other date and time as the parties may agree.

#### 2. PURCHASE PRICE

2.1 The total consideration for this Agreement shall be the payment by the Purchaser of \$14,000.00, which shall be paid as follows:

i) By payment of \$5,000.00 in lump sum, concurrent with the execution of this Agreement, and

ii) By the ongoing tender of installment payments in the amount of \$500.00 monthly, until the remaining balance of \$9,000.00 is paid.

### **3. REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller hereby warrants and represents:

(a) **Organization and Standing.** The Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has the corporate power and authority to carry on its business as is now being conducted.

(b) **Restrictions on Stock.** The Seller is not a party to any agreement, written or oral, creating rights in respect to the Corporation's Stock in any third person or relating to the voting of the Corporation's Stock. The Seller is the lawful owner of the Stock, free and clear of all security interests, liens, encumbrances, equities and other charges. There are no existing warrants, options, stock purchase agreements, redemption agreements, restrictions of any nature, calls or rights to subscribe of any character relating to the stock, nor are there any securities convertible into such stock.

(c) In the event the Seller's shares in the Corporation were not properly issued, or there is some other defect in the shares or share certificates, then the Parties hereby agree and stipulate that the Sellers have nevertheless agreed to sell, and shall be deemed for all purposes to have sold, any and all of the Sellers' interests of any nature in the Corporation, its assets, its licenses, its name, its revenue, and any other interest of any kind, and further, the Sellers agree to execute any corrective share certificates or share transfer certificates as necessary to properly effectuate the transfer memorialized in this Agreement.

### **4. REPRESENTATIONS AND WARRANTIES OF SELLER**

4.1 Seller represents and warrants that there has been no act or omission by the Seller, which would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee, or other like payment in connection with the contemplated transactions.

### **5. REPRESENTATIONS AND WARRANTIES OF PURCHASER**

5.1 Purchaser represents and warrants that he will assume the debts of the Corporation, including the mortgage and all outstanding liens on the liquor license, and the \$35,000.00 in back rent owed to Thomas Fox II.

### **6. GENERAL PROVISIONS**

(a) **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties, and shall supersede all prior agreements and understandings, whether oral or written.

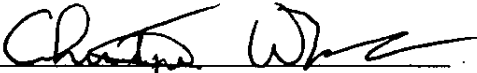
(b) **Sections and Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.





(c) Governing Law. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Volusia County, State of Florida. In the event that litigation results from or arises out of this Agreement, its performance or lack thereof, or regarding any dispute by the parties to this agreement, the prevailing in any such dispute shall be entitled to recover its reasonable attorney's fees, court costs, and all other expenses, whether or not contained on the uniform schedule of taxable costs, and including appellate attorney's fees, in addition to any other relief to which the prevailing party may be entitled.

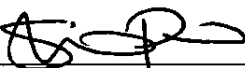
(d) The Sellers hereby agree to, and this Agreement shall evidence said agreement, resign as officers or directors of the Corporation, and to relinquish any and all authority over or on behalf of the Corporation, effectively immediately upon the execution of this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been executed by each of the individual parties hereto on the date first above written.

  
CHRISTOPHER ALAN WHITE, by  
and for: WHITE PHOENIX RISING, INC.  
107 RAMONA ROAD  
CRESCENT CITY, FLORIDA 32112  
*Purchaser*

  
MINESH PATEL  
109 SOUTH MAIN STREET  
GAINESVILLE, FLORIDA 32608  
*Seller*

  
MANU PATEL  
109 SOUTH MAIN STREET  
GAINESVILLE, FLORIDA 32608  
*Seller*

  
SHIMAL PATEL  
109 SOUTH MAIN STREET  
GAINESVILLE, FLORIDA 32608  
*Seller*

**PERSONAL GUARANTY OF LEASE**  
(Joint and Several)

RECITALS

A. On November 21, 2014 Donald Thomas Fox "Landlord" entered in to that certain lease for the Premises located at 109 South Main Street, Gainesville, Florida 32605 ("Lease") with White Phoenix Rising, Inc. "Tennant".

B. In consideration of and as an inducement to Landlord to enter into said Lease, Landlord required Christopher White ("Guarantor") to enter into this guaranty agreement.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the parties agree as follows.

1. Guarantor jointly and severally unconditionally guarantees the due and punctual payment of all rent, both basic and additional, if any (as defined in the Lease), and all other sums due (including taxes, interest and fees) and to be paid by the Tenant pursuant to the Lease and the performance by Tenant of all the terms, conditions, covenants and agreements of the Lease, and any extension or renewal thereof, and guarantors jointly and severally agree to pay all of Landlord's costs, expenses and reasonable attorney's fees incurred in enforcing the covenants and agreements of Tenant in the Lease or incurred by Landlord in enforcing this guaranty.

2. Guarantor covenants and agrees that Landlord may proceed directly against guarantors, or any of them individually or in any combination, without first proceeding or making claim or exhausting any remedy against Tenant or pursuant any particular remedy or remedies available to Landlord.

3. Guarantor jointly and severally covenants and agrees that, without releasing, diminishing, or otherwise affecting the liability of guarantors under this agreement or the performance of any obligation contained in this document, and without affecting the rights of Landlord, Landlord may, at any time and from time to time, and without notice to or further consent of any guarantor:

- (a) make any agreement extending or reducing the term of the Lease or otherwise altering the terms of payment of all or any part of the rent, or granting any indulgences with respect to the term of rent or payment, or modifying or otherwise dealing with the Lease;
- (b) exercise or refrain from exercising or waiving any right Landlord might have;
- (c) accept security of any kind from Tenant;
- (d) Consent to any assignment or subletting in accordance with the Lease by Tenant, its successors and assigns, made with or without notice to guarantor;
- (e) Consent to a changed or different use of the Premises (as defined in the Lease); and
- (f) Release, settle, or elect not to exercise any claim or right it may have against any guarantor without affecting Landlord's rights as against any other guarantor.


4. Neither guarantor's obligations to make payment in accordance with the terms of this agreement nor any remedy for the enforcement of it shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Tenant or its estate in bankruptcy or of any remedy for the enforcement thereof resulting

DTF Landlord Initial

Tenant Initial CW

from the operation of any present or future provision of the national Bankruptcy Act or from the decision of any court.

5. This guaranty of Lease shall be binding on the successors and assigns of the guarantor and inure to the benefit of the successors and assigns of the Landlord (including any assignee of the lease, which may be assigned as additional security for a loan).

  
Christopher White, Individually

11/6/14  
Date

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was sworn to, subscribed and acknowledged this 6th day of November, 2014 by Christopher White who is ☒ personally known to me or ☐ produced \_\_\_\_\_ as identification.



  
Notary

 Landlord Initial

Tenant Initial CW

Commercial Lease Agreement

**THIS LEASE AGREEMENT:** ("Lease") entered into this 6<sup>th</sup> day of November 2014, between Donald Thomas Fox, II ("Landlord"), whose address for purpose of notice under this lease is P.O. Box 13323 Gainesville, Florida 32604 and White Phoenix Rising, Inc., ("Tenant") whose address for purposes of notice under this lease is: 109 South Main Street, Gainesville, Florida 32609.

**PREMISES:** Landlord owns the land and building ("Building") located at 109 South Main Street, Gainesville, Florida 32605 consisting of approximately 6,000 square feet, a/k/a Alachua County Tax Parcel 14582-000-000. A copy of the legal description for the property is attached as Exhibit "A" (the "Premises").

**TERM:** The term of this Lease shall be for Three (3) years, commencing at 9:00 a.m. (time) on November 7, 2014 ("Lease Commencement Date") and expiring at 5:00 p.m. (time) on November 30, 2017 unless sooner terminated as provided herein. As used in this Lease, the term "Term" shall include any extension and renewals thereof.

The parties shall have the option to extend the term of the lease for up to two (2) additional terms of one (1) year each. To exercise the extension option, Tenant must provide Landlord written notice by U.S. Mail, return receipt requested, of their desire to exercise the option no less than 180 days prior to the expiration of the current lease term. If the Landlord chooses not to extend the terms of the lease, they must notify the Tenant by U.S. Mail, return receipt requested within fifteen (15) days of receipt of notice of the Tenant's desire to extend. Upon Landlord's notification that he will accept an extension of the lease, or after the passing of fifteen (days), whichever occurs sooner, the lease term will be deemed extended and the parties bound to the extended lease term.

**RENT:** Tenant agrees to pay to Landlord, in United States currency, the monthly rental rate as set below

Initial Lease Term:

November 7, 2014 through November 30, 2015 the monthly rental rate is \$6,750.00  
December 1, 2015 through November 30, 2016 the monthly rental rate is \$6,953.00  
December 1, 2016 through November 30, 2017 the monthly rental rate is \$7,161.00

Optional First Extension:

December 1, 2017 through November 30, 2018 the monthly rental rate is \$7,376.00

Optional Second Extension:

December 1, 2018 through November 30, 2019 the monthly rental rate is \$7,597.00

Together with and in addition to each rent installment, Tenant will include a fractional amount of the annual real property taxes and property insurance (as further provided herein) and the sales tax imposed

*DTF*

by the state of Florida and any local taxing authority. These payments shall be made as additional "rent".

All payments are due in advance on the first day of each month, except as provided herein. Rent shall be paid to Landlord at P.O. Box 13323 Gainesville, Florida 32604 or at any other place that the Landlord may designate in writing. Payment will be accepted by a single check, money order or cashier's check. Payment is not considered made until the instrument is collected. No postdated checks will be accepted. If Tenant makes payment with a worthless check, Landlord may require Tenant to make all future payments by certified funds and to pay worthless check fees in the amount of \$45.00. If tenant is in default of the obligations of this lease and Landlord has made a demand to cure, Landlord may require the payment of all funds due to cure default by certified funds.

In addition to Rent, Tenant shall pay a late charge in the amount \$250.00 on the fifth (5<sup>th</sup>) day of the month if Rent is not received, plus \$50.00 per day each day thereafter. Rent is due on the first of the month and considered late on or after the 5<sup>th</sup> day of the month.

All signatories and guarantors to this lease are jointly and severally responsible for the faithful performance of this lease. All payments made shall first be applied to outstanding balances of any kind including all taxes, late charges and/or any other charges due under this lease.

All sums due to Landlord under this lease including but not limited to all applicable taxes, insurance, late fees shall be considered additional Rent.

**LEASE CONTINGENCIES:** This lease is contingent upon the satisfaction of certain contingencies. This Lease is without force or effect and Tenant may not take possession of the Premises until the following obligations have been satisfied:

- A lease termination agreement must be fully executed between Landlord and Minesh Patel and Bora Bora Club, Inc.
- Tenant and Christopher White, individually, will execute a Promissory Note in the amount of \$35,000 payable to Donald Thomas Fox, II representing debt incurred by the prior tenant for which Tenant has agreed to assume.
- An initial payment of \$7,500 on the Promissory Note, payable in certified funds, must be made to Landlord.
- Tenant must provide proof of insurance coverage as required by this Lease

**ONE-TIME RENT CONCESSIONS:** Landlord will allow reduce the rent from the time tenant takes possession through November 23, 2014 to zero (\$0). Rent for the remaining term of November 24, 2014 through November 30, 2014 in the base amount of \$1,575.00 will be due and payable on November 24, 2014 along with applicable taxes and insurance. Additionally, Landlord will allow the Tenant until 5:00 p.m. on December 15, 2014 to pay their full December rental obligation, including all taxes and insurance payments as due until this lease, without the imposition of any late fee.

These are one-time rent concessions made to the Tenant.

**SECURITY:** Tenant will be required to pay to Landlord the sum of Ten Thousand and no/100 Dollars (\$10,000.00) as security for the full and faithful performance by Tenant of the terms hereof. The security

deposit shall be payable to in installments and addition to payments made for rent, taxes, insurance and other sum set forth in this lease and payable to Landlord in as set forth on the in the following schedule:

On or before January 1, 2015: \$1,000.00  
On or before February 1, 2015: \$1,000.00  
On or before March 1, 2015: \$1,000.00  
On or before April 1, 2015: \$1,000.00  
On or before May 1, 2015: \$1,000.00  
On or before September 1, 2015: \$1,250.00  
On or before October 1, 2015: \$1,250.00  
On or before November 1, 2015: \$1,250.00  
On or before December 1, 2015: \$1,250.00

Failure of Tenant to pay the Security Deposit as required shall be considered a material breach of this lease.

Landlord, at Landlord's option, may at any time apply said sum or any part of the Security Deposit toward the payment of rents and all other sums payable by Tenant under this Lease and toward the performance of each and every of Tenant's covenants under this Lease, but such covenants and Tenant's liability under this Lease shall thereby be discharged only pro tanto. Tenant shall remain liable for any amounts that such sums shall be insufficient to pay. Landlord may exhaust any and all rights and remedies against Tenant before resorting to said sum, but nothing herein contained shall require or be deemed to require Landlord to do so. In the event Tenant's deposit shall not be utilized for any of the above purposes, then Landlord will return the deposit to Tenant within thirty (30) business days after the termination or expiration of the Lease. Landlord shall not pay Tenant any interest on said security deposit. Landlord shall hold this money in a non-interest bearing account in a Florida banking institution for the benefit of the Tenant. Tenant expressly agrees that such deposit monies may be held in an account at Landlord's convenience and may be co-mingled with other funds, and Tenant expressly waives any right to any other alternatives, statutory or otherwise. Tenant shall replace any and all of the security deposit at any time under this Lease Term after five (5) business days written notice from Landlord that there has been an application of these funds by Landlord. If Tenant fails to perform to replace such security deposit in full, such failure shall constitute a default under this Lease.

**TAXES AND PROPERTY INSURANCE.** Tenant will pay before delinquent any and all taxes levied or assessed on Tenant's fixtures, equipment and personal property in and on the Premises, in addition to any federal, state or local tax obligations due from the operation of Tenant's business on the Premises.

Additionally, Tenant shall pay to Landlord together with each Rent installment a ONE-TWELFTH (1/12th) fractional share of the annual ad valorem and non-ad valorem real property taxes and property insurance (which shall cover the premises and the Landlord's general liability) due for the Premises. Upon the execution of this Lease, Landlord will provide the tenant with documentation relating to the annual tax and insurance payments and an estimated fractional share that will be due monthly with the commencement of this lease. Landlord may increase the amount of Tenant's installments from time to time, by written notice to Tenant, so that the total of such installments will be sufficient to pay the full amount of taxes and insurance when same become due. Following the end the first full calendar year under the lease and each calendar year thereafter, Landlord shall notify Tenant as to the actual amount of

DTK Landlord Initial

Tenant Initial CW

taxes and insurance due from Tenant for such year. If the total of monthly installments made by Tenant for such year exceed the actual amount of the taxes and insurance due for such year, then Landlord will credit such excess amount against Tenant's installments of Rent next due, or if such credit occurs during the last year of the Term, then Landlord shall pay Tenant the excess amount. If the monthly installments made by Tenant for such year are less than the actual amount of taxes and insurance due for such year, then Tenant shall pay Landlord such deficiency within fifteen (15) days after Landlord provides written notice of same to Tenant.

All ad valorem and non-ad valorem real property taxes and Landlord's Premises and General Liability Insurance due are deemed Additional Rent, and Tenant shall pay to Landlord any applicable sales tax relating to same at the time said Rent installments are made. If during the Term of this Lease, Landlord fails to collect said installments from Tenant, whether in the form of monthly installments or after said taxes have been fixed, or otherwise, such failure shall not be deemed to be a waiver of Landlord's right to later seek payment on account of said taxes at any time during the Term or subsequent to the expiration of this Lease.

**INSURANCE:** Landlord and Tenant agree that any and all insurance this Lease requires either party to keep and maintain in force shall be obtained from good and solvent insurance companies and shall remain in effect throughout the Term of this Lease. Before Tenant secures any insurance policy required by Tenant under this Lease, Tenant must obtain Landlord's prior approval of same, which approval will not be unreasonably withheld or delayed by Landlord. Where applicable, the amount of the insurance policy will not be less than the full replacement value of the items insured. If Tenant fails to keep in effect and pay for any insurance policy required by this Lease, Landlord may (but is not required to) purchase or pay for said insurance, in which event the insurance premiums paid by Landlord shall become due and payable forthwith as additional Rent and failure of Tenant to pay same on demand shall constitute a breach of this Lease. Tenant's insurance policies shall name Landlord's lender as a loss payee if such is required by the lender.

On or before the execution of this Lease and within ten (10) days following Landlord's written demand therefor, Tenant shall provide Landlord with a certificate of insurance that includes Waiver of Subrogation and a copy of the insurance policy's endorsement or a blanket endorsement naming Landlord as an additional insured with respect to General Liability Insurance. The Certificate of Insurance will indicate that the required coverages to be in full force and effect including a provision requiring 30-day written notice (Certified mail/return receipt requested) by insurance company to Landlord for any lapse, reduction or material change in coverages in connection to the leased Premises. Tenant will thereafter furnish an updated Certificate of Insurance to Landlord at least once annually or within three (3) business days upon demand. Failure to have insurance in place or timely provide proof of insurance is a material breach of this Lease.

Commercial General Liability. Tenant will maintain a standard commercial general liability insurance policy covering Tenant's rights and obligations arising under this Lease which provides the broadest coverage. Said policy will name Landlord (and, if available, Landlord's management agent) as an additional insured against liability for injury to, or death of persons, or loss or damage to their property, occurring in or about the Premises. The liability coverage shall not be less than \$2,000,000.00 for any one occurrence, less than \$4,000,000.00 in the annual aggregate, or less than \$2,000,000.00 for property

DTP Landlord Initial

Tenant Initial CW

damage. Such liability insurance shall specifically provide contractual liability coverage insuring Tenant's performance of the terms, covenants, and conditions of this Lease.

If alcohol is served on the premises, Tenant will be required to carry Liquor Liability Insurance and a Two Million Dollar (\$2,000,000.00) umbrella policy with an underwriter reasonably acceptable to the Landlord.

Property coverage; Loss of Rents. Tenant will maintain an all risk property insurance policy for the Building, for loss or damage by fire and extended coverages, including (without limitation) coverages for sprinkler damage, theft, lightning, vandalism, and malicious mischief. The amount of the policy will be sufficient to cover One Hundred Percent (100%) of the replacement costs of the Building, without co-insurance. Said policy will cover all improvements, alterations, additions, and changes made to the Building (whether made by Landlord or Tenant). Additionally, said policy shall contain loss of rents coverage in favor of the Landlord in an amount not less than the Rent due for any twelve (12) month period under the Lease. Tenant will separately purchase and maintain an insurance policy protecting Tenant's personal property located on the Premises.

Workers' Compensation. Tenant agrees to keep in force all workers' compensation insurance required under the laws of the state of Florida.

Inventory; Business Interruption. Tenant will maintain an adequate inventory insurance, the proceeds of which will, so long as this Lease is in effect, be used for the repair or replacement of the property so insured. Tenant further will maintain a policy of insurance providing coverage against business interruption.

Waiver of Claim. In the event the Premises shall be damaged or destroyed by fire or other casualty, Tenant hereby waives any interest Tenant may claim in any insurance settlement made by Landlord regarding any loss of the Premises; however, Tenant may seek its own settlement for loss of personal property, loss of income and business interruption if covered. Tenant will sign any and all documents required by Landlord or the insurance company or companies that may be necessary for use in connection with Landlord's settlement of any loss concerning the Premises.

Policy limit increase. On the fifth year anniversary date of the Effective Date, and every five years thereafter, Tenant will increase the policy limit on any insurance policy required by this Lease to an amount Landlord may require in Landlord's reasonable business judgment. At each five year change date, the policy limit never shall be increased more than fifty percent (50%) over the current policy amount. Landlord must request the policy limit increase by providing Tenant written notice at least fifteen (15) days prior to the anniversary date of the Effective Date, but in no event shall Landlord provide the notice more than sixty (60) days prior to said anniversary date. Upon such notice and within thirty (30) days following the date of said notice, Tenant shall provide Landlord written evidence of insurance that Tenant increased the policy limit as requested.

**WAIVER OF SUBROGATION:** In case of damage or destruction to the Premises, or any contents thereof, each party shall look first to any insurance in its favor before making any claim against the other party; and each party:



- (a) Hereby releases the other party, its agents, employees and invitees for loss or damage covered under such policies, and
- (b) Shall immediately notify its insurance carrier that the foregoing mutual waiver of subrogation is contained in this Lease, and shall obtain for each policy of such insurance, a waiver of subrogation endorsement permitting waiver of any claim against the other party for loss or damage within the scope of the insurance.

**UTILITIES & SERVICES:** Tenant agrees to pay for and maintain all necessary utilities, including but not limited to electricity, water, and sewer and garbage collection used by Tenant during the Lease Term. Failure to provide adequate electrical, water, sewer or garbage collection services to the property shall be considered a material violation of this lease. Utilities must be put into place in Tenant's name before Tenant takes possession of the Premises and remain activated at least 48 hours following the end of the Lease Term to allow Landlord time to conduct an inspection of the Premises. Any additional utilities may be activated at the Tenant's cost and in Tenant's name.

If for any reason, utilities are reverted to the Landlord's name, or the Tenant fails to activate utility service in their own name, the Tenant will be required to immediately reimburse the Landlord for all expenses and fees associated with utilities and transfer utilities into their name. Failure to do so will be a material violation of this agreement. Any utility costs incurred by the landlord will be chargeable monthly to the Tenant as additional rent.

Landlord will not be responsible for any loss or damage resulting from the interruption of heat, electricity, water, sewer, telephone, cable TV or any other utility services, or for the malfunction of machinery or appliances serving the Premises or any part of the complex in which the Premises are located.

**USE OF PREMISES:** Tenant shall use and occupy the Premises only for a nightclub, restaurant, or bar and for no other purpose. Tenant will not use the Premises, or any part of them, nor permit the Premises, or any part of them, nor allow them to be used for any other purpose than as stated herein, nor make any alterations or additions, without the written consent of Landlord. All additions, fixtures or improvements which may be made by Tenant, except movable office furniture, shall become the property of Landlord and remain on the Premises as a part of them, and be surrendered with the Premises at the termination of this Lease.

Tenant agrees that no hazardous trade or occupation shall be conducted or maintained by Tenant on the Property and nothing will be done or permitted or nothing will be kept on or about the Property which shall increase the risk of hazard of fire or other damage to the Property. Tenant further covenants not to conduct any business which is contrary to or in violation of the laws of the United States of America or of the state of Florida or of the local laws and ordinances of the jurisdiction in which the Premises are located. Notwithstanding the provisions of this paragraph or any other paragraph of this Lease, Tenant shall not keep, maintain or place upon the Property any hazardous substance in an amount exceeding standard safe practices for Tenant's industry or exceeding any Federal, State, or local law, rule, regulation, statute or ordinance. As used in this Lease, the term "hazardous substance" shall mean those substances designated as, or containing components designated as, hazardous, dangerous, toxic or harmful, or subject to regulation under any Federal, State or local law, rule, regulation, statute, or

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ordinance. Tenant shall and does hereby agree to indemnify, defend and hold harmless Landlord against any and all liability, claims or actions (including attorneys' fees and costs) arising from any violation of this paragraph and in the event of any such violation shall bear all costs of cleanup and removal of any substance required by Landlord whether during the Term or after the expiration thereof.

**PARKING AREA AND OTHER FACILITIES:** Tenant will comply and cause its employees and agents to comply with all reasonable rules and regulations from time to time adopted by Landlord in connection with the use of the parking area and other facilities located on the Property, none of which shall be inconsistent with any provisions of this Lease. If Tenant shall fail, within five (5) business days after receipt of written notice of any violation by Tenant or its employees or agents of any such rules or regulations, to cure such violation, such failure shall constitute a default under this Lease.

**OPERATING EXPENSES AND MAINTENANCE.** Except as otherwise expressly provided in this Lease, Tenant shall pay directly all operating expenses, repairs, and maintenance costs for the Premises, during the term including, but not limited to, the total cost of operating and maintaining the Premises, all janitorial cost, expenses associated with upkeep of the exterior of the Premises including grounds and landscape maintenance costs, all Building and Premises improvements, repairs and replacements of any kind for the Building and Premises required to be made by Tenant under this Lease (subject to Tenant's right to utilize warranties from contractors and material or equipment suppliers to effect necessary repairs or replacements, all premiums for insurance required under this Lease. In addition to these obligations, tenant shall:

- (a) Comply with all obligations imposed upon the Tenant by applicable provisions of building associations or organizations, housing and health codes, city, local and state ordinances;
- (b) Keep the Premises clean and sanitary, and maintain and care the exterior of the property, any fixtures and if applicable provide care for any lawn or greenery to keep the appearance of the building and any greenery presentable and in conformity with community standards;
- (c) Be responsible for all regular maintenance of the HVAC unit, this includes the periodic replacement of HVAC filters as necessary to ensure normal operation, and enter into a periodic service contract for same, providing Landlord with a copy of the contract;
- (d) Be responsible for all dumpster fees and remove from the Premises all garbage in a clean and sanitary manner. Tenant shall not cause trash, debris, or foreign articles to accumulate on the Premises. The burning or burying of garbage or yard trash on the Premises is prohibited. Garbage must be kept in a closed container to be furnished by Tenant until removed from the Premises;
- (e) Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances. All plumbing fixtures must be kept clean, free of clogs and debris and in good repair. All plumbing stoppages will be tenant's responsibility to repair, regardless of cause;
- (f) Ensure all fire, smoke detectors, carbon monoxide detectors and similar safety devices are operational, to periodically test and maintain necessary to ensure operation of safety devices. Tenant shall not use any open flames or keep any dangerous or flammable items that might increase the danger of fire or damage on the Premises without the Landlord's written consent;

- (g) Control all odors and not allow any odor to spread into common areas or neighboring units. If necessary, Tenant will be responsible for any remediation to the Premises to remove any odors;
- (h) Not create any environmental hazards on or about the Premises;
- (i) Not destroy, deface, damage, impair, or remove any part of the Premises or property therein belonging to the Landlord nor permit any person to do so;

**AS IS CONDITION:** Tenant accepts the Premises in the condition they are in at the beginning of this Lease and agrees to maintain the Premises in the same condition, order and repair as they are at the commencement of the term, excepting only reasonable wear and tear arising from the use of the Premises under this Lease, and to make good to Landlord immediately on demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of the Premises, or of the building, caused by any act or neglect of Tenant, or of any person or persons in the employ or under the control of Tenant.

**DEFECTS, DEFECTIVE CONDITION, WIND, ACTS OF THIRD PERSONS.** Except in the event of Landlord's negligence with knowledge, Tenant releases and holds the Landlord harmless from any costs, claims, or damages arising out of any damage or injury to Tenant or Tenant's property: (a) occasioned by any defect of plumbing, heating, air cooling, air conditioning and ducts, electric wiring or insulation thereof, gas pipes, or steam pipes; (b) from broken steps; (c) from the backing up of any sewer pipe; (d) from the bursting, leaking, or running of any tank, tub, wash stand, water closet, water pipe, or waste pipe, drain, or any other pipe or tank in, on or about the Premises; or (e) from leaks of any nature coming through the roof, floor, stairs, walks, or any other place on or near the Premises. Tenant acknowledges Tenant is responsible for all costs of repairs and maintenance (except as otherwise expressly provided herein), and therefore Landlord shall not be expected to have knowledge of physical conditions of the Premises as Landlord would if Landlord were responsible for the maintenance of the Premises.

**DELAY IN DELIVERY OF POSSESSION:** If Landlord is unable to give possession of the Premises on the date of commencement of the term, because the occupant refuses to give up possession, or for any other reason, Landlord shall not be liable for failure to deliver possession on said date, but the rent payable hereunder shall be abated until Landlord tenders possession to Tenant. The termination date of the Lease shall not be extended.

**ALTERATIONS, CHANGES, IMPROVEMENTS.** In addition to the requirements set out in this Lease, no alterations, changes, or improvements shall be made by Tenant to the Premises without the prior written consent of Landlord (which consent shall not be unreasonably withheld). Any alterations, changes, or improvements made to the Property shall remain for the benefit of and become the property of Landlord unless Landlord elects to have Tenant remove the same at the end of the Term. If Landlord elects removal, Tenant shall bear the full cost for the removal of such alterations, changes, or improvements and the restoration of the Premises to its condition prior to such being made. All alterations, changes, or improvements shall be prepared or performed by licensed, bonded, and fully insured professionals; in full compliance with any plans and specifications previously approved by Landlord; in full compliance with all applicable governmental rules or regulations; and in a professional workmanlike manner. When completed, all work must be free and clear of all claims for lien for unpaid

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labor, services, or materials. As used in this Paragraph, the erection or installation of any signage on the Premises or Property shall be considered an alteration.

**TENANT'S COMPLIANCE WITH LAW:** Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and city government and of any and all their departments and bureaus applicable to the Premises. This includes but is not limited to any statutes, ordinances, rules, orders and regulations for the correction, prevention, and abatement of nuisances or other grievances, in, on, or connected with the Premises during the term. Tenant shall also promptly comply with and execute all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires and health and safety ordinances at Tenant's own cost and expense. Tenant will also be responsible for abiding by any rules, restraints, covenants or similar ordinances related to any community or building association.

**ASSIGNMENT / SUBLETTING:** Neither Tenant nor Tenant's legal representatives or successors in interest by operation of law or otherwise, shall assign, mortgage or otherwise encumber this Lease, or sublet or permit all or part of the Premises to be used by others, without the prior written consent of Landlord in each instance. Landlord agrees that it may not unreasonably withhold its consent to a subletting of the entire Premises or an assignment of the Lease provided:

- (a) Tenant not be then in default;
- (b) Tenant shall continue to remain liable for the performance of all of the obligations of Tenant hereunder;
- (c) The Premises shall be used for the purposes set forth in Paragraph 3 hereof;
- (d) The proposed sublessee or assignee shall be of good repute and in the sole judgment of Landlord in good financial standing; and
- (e) If there be a proposed subletting, the proposed subtenant shall agree in writing to comply with all of the terms and provisions of the Lease on the part of the Tenant to be performed, except for the payment of rent; and such writing shall be delivered to Landlord, together with a duplicate original of the proposed sublease; or
- (f) If there be a proposed assignment, there shall be delivered to Landlord a writing executed by the Assignor and the Assignee in which the Assignee agrees to assume all of the terms and provisions of the Lease on the part of tenant to be performed.

**EVENTS OF DEFAULT AND LANDLORD'S REMEDIES.** All rights and remedies of Landlord herein enumerated in the event of a default shall be cumulative and nothing herein shall exclude any other right or remedy allowed hereunder, at law, or in equity.

The occurrence of any of the following shall constitute a material default and breach of this Lease:

- (a) The vacating or abandonment of the Premises by Tenant.
- (b) Tenant's failure to make the payment of Rent, or any other payment required to be made by Tenant hereunder after said payment is due.
- (c) Tenant's failure to observe and perform any other term, condition, or covenant of this Lease (including the Exhibits attached hereto) to be observed or performed by Tenant.

Tenant shall not be in default in the performance of any obligation provided for herein (except for payments of Rent or any other payments), unless and until Tenant has failed to perform such obligation within fifteen (15) days after the date Landlord provides written notice to Tenant specifically stating

Tenant's failure of performance. For defaults in the payment of any Rent due under this Lease, Landlord will be required to provide only the statutorily required three day notices.

Landlord shall not be deemed to be in default in the performance of any obligation required to be performed hereunder by Landlord unless and until it actually has failed to perform such obligation. Provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

In the event of a default by Tenant as outlined above, Landlord will have the following cumulative rights, privileges, and options, in addition to all other remedies now or hereafter provided by law: To perform any act or do anything required under this Lease to be performed by Tenant, and to recover the cost thereof from Tenant.

- (a) To accelerate the maturity of all Rent due and to become due during the remainder of the Term.
- (b) To terminate the Lease, re-enter, and relet the Premises for the account of Landlord. Landlord will be entitled to recover from Tenant all damages that result from Tenant's default.
- (c) To keep the Lease in force, re-enter, and relet the Premises for the account of Tenant for a period equal to, or greater or less than, the remainder of the Term, at such rental and on such terms and concessions as Landlord deems reasonable. Landlord will not be liable for failure to relet the Premises or, in the event of re-letting, for failure to collect the rent therefor.
- (d) To keep the Lease in force, and to recover from Tenant the Rent and any other sum due from Tenant each month or less frequently at the election of Landlord, or to recover immediately the accelerated Rent due, or to recover the entire sum due at the expiration of the Term.
- (e) To recover from Tenant all expenses including reasonable costs and charges for repairs, improvements, alterations (including redecorating), or additions to the Premises, which amounts will become due when incurred and will become payable to Landlord on demand.
- (f) To recover reasonable attorneys' fees and costs in connection with any action or proceeding to enforce this Lease, whether or not the Lease has been terminated, or to secure any rights due Landlord under this Lease, whether or not any action was instituted

Should any of these remedies, or any portion thereof, not be permitted by law, then such remedy or portion thereof shall be considered deleted and unenforceable, and the remaining remedies or portions thereof shall be and remain in full force and effect, and Landlord may avail itself of these as well as any other remedies or damages allowed by law. All rights, options and remedies of Landlord stated herein or elsewhere by law or in equity shall be deemed cumulative and not exclusive of one another.

**RELETTING:** If Landlord shall re-enter the Premises on the default of Tenant, by summary proceedings or otherwise:

- (a) Landlord may re-let the Premises or any part thereof, as Tenant's agent, in the name of Landlord for a term shorter or longer than the balance of the term of the Lease.

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- (b) Tenant shall pay Landlord any deficiency between the rent hereby reserved and the net amount of any rents collected by Landlord for the remaining term of the Lease, through such reletting. Such deficiency shall become due and payable monthly, as it is determined. Landlord shall have no obligation to re-let the Premises, and Landlord's failure to do so shall not affect Tenant's liability hereunder. In computing the net amount of rents collected through such re-letting, Landlord may deduct all expenses incurred in obtaining possession or re-letting the Premises, including attorneys' and brokerage fees and costs of restoring the Premises to a rentable condition.

**LANDLORD MAY CURE DEFAULTS:** If Tenant shall default in performing any covenant or condition of this Lease, Landlord may perform the same for the account of Tenant, and Tenant shall reimburse Landlord for any expense incurred therefore.

**LIENS:** Tenant, at Tenant's expense shall cause any lien filed against the real property of which the Premises are a part, for work or materials claimed to have been furnished to Tenant, to be discharged of record within ten (10) days after notice thereof.

The interest of the Landlord shall not be subject to liens for improvements made by Tenant in and to the Premises. Tenant shall notify every contractor making such improvements of the provision set forth in the preceding sentence of this sub-paragraph. The parties agree to execute, acknowledge and deliver without charge a Memorandum of Lease, in recordable form containing a confirmation that the interest of the Landlord shall not be subject to liens for improvements made by Tenant to the Premises.

**SIGNS & ADVERTISING:** No signs or advertising shall be placed on the exterior portion of the Premises or in windows by Tenant without prior written consent of Landlord which consent shall not be unreasonably withheld. All required licenses and permits shall be obtained at Tenant's expense.

**SUBORDINATION:** This Lease is subject and subordinate to all present and future mortgages and other encumbrances affecting the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant agrees to execute at no expense to Landlord any instrument which may be deemed necessary by Landlord to further affect the subordination of the Lease herein provided.

**DESTRUCTION OF PREMISES:** If the Premises are damaged or destroyed so that the Premises are rendered wholly untenable, the rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Premises have been repaired or restored by Landlord, provided however, that in the event the Premises have been rendered wholly untenable, Landlord or Tenant shall have the right to terminate the term of the Lease by giving notice to the other of its exercise of such right at any time within thirty (30) days after the occurrence of such damage or destruction. If this notice is given, the term of the Lease shall terminate on the date specified in the notice, (which shall not be more than fifteen (15) days after giving of such notice), as fully and completely as if such date were the date set forth in the Lease. If Tenant exercises the option to terminate the Lease, Tenant must immediately vacate the Premises. If neither party has given the notice of termination as herein provided, Landlord shall proceed to repair the Premises and the Lease shall not terminate.

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If the Premises shall be partially damaged or partially destroyed, the damages shall be repaired by and at the expense of the Landlord and the rent until such repairs are made shall be apportioned according to the part of the Premises which is usable by Tenant. Landlord shall not be liable for any inconvenience or annoyance to Tenant resulting from such damage or the repair thereof, and shall not be liable for any delay in restoring the Premises. If the Premises are partially damaged or partially destroyed as a result of the wrongful or negligent act of Tenant or any person on the Premises with Tenant's consent, there shall be no apportionment or abatement of rent.

**CONDEMNATION:** If the whole or any substantial part of the Premises shall be condemned by eminent domain for any public or quasi-public purpose, this Lease shall terminate on the date of the vesting of the title, and Tenant shall have no claim against Landlord for the value of any unexpired portions of the term of this Lease, nor shall Tenant be entitled to any part of the condemnation award. If less than a substantial part of the Premises is condemned, this Lease shall not terminate, but rent shall abate in proportion to the portion of the Premises condemned.

**RIGHT OF ENTRY:** Landlord or Landlord's agents may enter the Premises at any reasonable time, on reasonable notice to Tenant (except that no notice need be given in case of emergency) for the purposes of inspection or making such repairs as Landlord deems necessary or desirable. Landlord may show the Premises to prospective lessees, purchasers and mortgagees and, during the six (6) months prior to termination of the Lease, prospective tenants, during business hours upon reasonable notice to Tenant.

Tenant is required to provide Landlord with a complete set of keys, openers and the like necessary to access the property. IN the event Tenant chooses to re-key any locks or add any additional locks or security features to the Premises, Landlord will, within 48 hours of addition of such features, provide Landlord with such keys, openers or access codes necessary to grant Landlord full and complete access to the Premises.

**INDEMNITY:** To the fullest extent permitted by law, Tenant shall indemnify and save Landlord (its subsidiaries, affiliates, partners, and their respective officers, directors, employees, representatives, designees, agents, contractors, and volunteers) harmless from and against all claims, actions, damages, liability and expense incurred by or charged against Landlord in connection with bodily injury, loss of life, personal injury or damage to property arising directly or indirectly from or out of any occurrence at the Lease Premises, the occupancy or use thereof by Tenant or any act or omission of Tenant, its agents, contractors, employees, servants, Tenants, invitees or concessionaires, whether occurring in or about or outside the Lease Premises and/or the Common Areas. If Landlord is made party to any litigation commenced by or against Tenant or otherwise relating to the Lease Premises or Tenant's use of the Common Areas, then Tenant shall hold Landlord harmless from and against and shall pay, including without limitation, all costs, judgments, claims, expenses, attorneys' fees, incurred or paid by Landlord in connection with such litigation. Tenant agrees that the obligations assumed herein shall survive this Lease.

**PERSONAL PROPERTY:** All personal property placed or moved in the Premises described above shall be at the risk of Tenant or owner of the personal property. Landlord shall not be liable for any damage to the personal property, or to Tenant arising from the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person.

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**ADDITIONAL SECURITY:** Tenant pledges and assigns to Landlord all the furniture, fixtures, goods and chattels of Tenant, which shall or may be brought or put on the Premises as security for the payment of the rent reserved in this Lease, and Tenant agrees that the lien may be enforced by distress foreclosure or otherwise at the election of Landlord, and agrees to pay landlord's reasonable attorney fees and costs associated with such an action.

**ATTORNEY FEES & EXPENSES:** If Tenant shall default in the performance of any provision of the Lease on Tenant's part to be performed, or if Landlord is required to take any action to enforce the Lease, or to defend the validity of or interpret the Lease, then Landlord shall be entitled to recover all costs and expenses incurred thereby, including court costs and reasonable attorneys' fees regardless of whether or not suit is brought. Such fees and expenses shall be deemed to be additional rent hereunder and shall be paid by Tenant to Landlord upon demand.

**END OF TERM:** At the end of the term, Tenant shall vacate and surrender the Premises to Landlord, broom clean, and in as good condition as they were at the beginning of the term, ordinary wear and tear excepted, and Tenant shall remove all of Tenant's property. All property, installations and additions required to be removed by Tenant at the end of the term. Tenant will provide Landlord with a forwarding address and surrender all keys, remotes, openers and the like.

**ABANDONED PROPERTY:**

TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE PREMISES, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL OR BUSINESS PROPERTY. TENANT WARRANTS THAT NO ONE OTHER THAN THE TENANT WILL BE AUTHORIZED TO STORE PROPERTY ON THE PREMISES.

Any property of Tenant 's not removed from the Property following the termination of lease, surrender, abandonment, recovery of possession or expiration of the Term, and any and all property which may be removed from the Property by Landlord pursuant to the authority of this Lease or of law, and to which Tenant is or may be entitled, may be handled, removed, or stored by Landlord at the risk, cost, and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation, or safekeeping thereof. Tenant shall pay to Landlord, upon demand, all expenses incurred in connection with such removal and all storage charges for such property so long as the same shall be in Landlord's possession or under Landlord's control.

Nothing in this lease shall obligate Landlord to store or otherwise hold property on tenant's account. However, if Landlord, in their sole discretion, chooses to store property, Landlord may place such property in storage for the account of, and at the expense of, Tenant, and if Tenant fails to pay the cost of storing such property after it has been stored for a period of thirty (30) days or more, Landlord may sell any or all of such property, at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper, without notice to or demand upon Tenant for the payment of any part of such charges or the removal of any of such property. Landlord shall apply the proceeds of such sale: first, to the costs and expenses of such sale, including reasonable attorneys' fees; second, to the payment of the costs and charges of storing any property; third, to the payment of any



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other sums of money which may then or thereafter be due to Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant. The removal and storage of Tenant's property, as above provided, shall not constitute a waiver of Landlord's lien thereon.

**QUIET ENJOYMENT:** Landlord agrees with Tenant that upon Tenant paying the rent and performing all of the terms, covenants and conditions of the Lease on Tenant's part to be performed, Tenant may peaceably and quietly enjoy the Premises.

**HOLDING OVER / DOUBLE RENT:** If Tenant holds over and continues in possession of the Premises, or any part thereof, after the expiration or termination of the Lease without Landlord's permission, Landlord may recover double the amount of the rent and additional rent due for each day the Tenant holds over and refuses to surrender possession. Such daily rent shall be computed by dividing the rent and additional rent for the last month of the Lease by fifteen.

**NO WAIVER OF LEASE TERMS:** The failure of Landlord or Tenant to take an action against the other for violation of any of the terms of the Lease shall not prevent a subsequent act of a similar nature from being a violation of the Lease. No act or agreement to accept surrender of the Premises from Tenant shall be valid unless in writing signed by Landlord.

**BROKER:** Tenant represents to Landlord that Tenant has not dealt with any broker in connection with this transaction other than \_\_\_\_\_ (if blank, none). Landlord has not agreed to pay any broker or real estate agent a commission. Any commissions, fees or costs due any real estate professional shall be paid by Tenant.

**NOTICES:** Any notice by either party to the other shall be in writing and mailed by registered or certified mail, return receipt requested, to the address above set forth, or to such other address as either party may designate in writing. Each notice shall be deemed given on the next business day following the date of mailing. Additionally, any notice by Landlord to Tenant shall be deemed given if personally delivered to Tenant or if a copy is posted at the Premises.

**TIME OF THE ESSENCE:** It is understood and agreed between the parties to this Lease that time is of the essence and this applies to all terms and conditions contained in it.

**VENUE:** the parties agree that venue for any dispute arising out of this lease (whether actions for possession, damages or any other relief) will be properly laid in Alachua County, Florida, and no where else.

**JURY WAIVER:** Landlord and Tenant hereby waive trial by jury in any action, proceeding, claim or counterclaim brought by either party against the other pertaining to any matters whatsoever arising out of or in any way connected with the Lease or Tenant's use and occupancy of the Premises or any related action.

#### **ATTORNEY REPRESENTATION**

This lease was prepared by the law firm of Salter Feiber, P.A. on behalf of the Landlord. Salter Feiber, P.A. provides no representation to the Tenant. If Tenant has any concerns regarding this document they are encouraged to seek the benefit of their own counsel.

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**PERSONAL GUARANTY:** As consideration for entering into this Lease, Landlord may require one or more guarantors to personally and individually guarantee the faithful performance of the covenants of this Lease. If necessary, A copy of the Personal Guaranty is attached hereto and incorporated herein to this Lease as Exhibit "A".

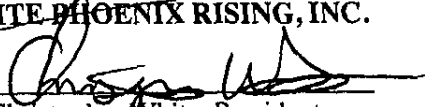
**RADON GAS DISCLOSURE:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**MISCELLANEOUS:** This Agreement is made in the state of Florida and shall be governed by Florida law. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns. This is the entire Agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. No prior or present agreements or representations (whether oral or written) shall be binding upon the parties hereto unless included in this Agreement. If any part of this Agreement is determined to be invalid or unenforceable then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. This Agreement may be signed in more than one counterpart, in which case, each counterpart shall constitute an original Agreement. A copy of this Agreement, including electronic copies, shall be valid as the original and fully enforceable. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

**IN WITNESS WHEREOF,** the parties have executed the Lease as of the day and year first above written

WITNESSES FOR TENANT

WHITE PHOENIX RISING, INC.

By:   
Christopher White, President  
TENANT

WITNESSES FOR LANDLORD

DONALD THOMAS FOX, II

  
LANDLORD

  
John Stephenson

PROMISSORY NOTE

\$35,000.00

Date: November 6<sup>th</sup>, 2014  
Gainesville, Florida

FOR VALUE RECEIVED, the undersigned Borrower(s), jointly and severally, promise(s) to pay to the order of Donald Thomas Fox, II, Payee, the principal sum of **Thirty Five Thousand and no/100 U.S. Dollars (\$35,000.00)**, with interest from date at the rate of four percent (4%) per annum on the balance from time to time remaining unpaid. Said interest rate shall never exceed the maximum rate allowed by law. Principal and interest shall be paid at P.O. Box 13323 Gainesville, Florida 32604 or at such other place or places as may hereafter be designed by written notice from the holder to the maker, in lawful money of the United States of America in the following manner:

A lump-sum payment of Seven Thousand Five Hundred and no/100 (\$7,500.00) will be paid in certified funds at the time this note is signed. Beginning on December 1, 2014 and continuing on the first day of each month thereafter, borrower will make payments of \$1,000.00 per month. Payments shall be applied to interest and principal. The entire balance along with any accumulated interest will be due and payable in full on May 1, 2016.

All payments shall be applied first to accrued interest, balance to principal. The Maker reserves the right to prepay the principal in whole or in part at any time without penalty.

If any payment of principal or interest coming due under this Note is not paid within ten (10) days after its due date, the holder may assess a late charge of 10% of the late payment or \$100.00 whichever is greater, which shall be immediately due and payable and shall be added to the balance due as additional principal. Failure to pay the late charge shall constitute a default under this Note.

Whenever any payment required to be made hereunder is not made within thirty (30) days after the due date of such payment, the entire unpaid principal balance shall bear interest at the highest rate allowed by law after the end of said thirty (30) day period until such default has been corrected. Furthermore, If a default occurs under this Note and such default continues for a period of thirty (30) days, then the entire principal sum, default interest and late charges shall at the option of the holder become immediately due and payable without notice, time being of the essence. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of subsequent default.

Each person liable hereon whether maker, endorser, or guarantor hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, in the trial court or on any appeal, if after maturity of this Note or default, counsel shall be employed to enforce this Note.

This Agreement is made in the state of Florida and shall be governed by Florida law. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns. This is the entire Agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. No prior or present agreements or representations (whether oral or written) shall be binding upon the parties hereto unless included in this Agreement. Proper venue for any litigation arising out of this Agreement will be in Alachua County, Florida and nowhere else. Each party expressly waives jury trial in all actions, proceedings, or counterclaims brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this Agreement.

(Signatures Continue on Next Page)

Witness  
Print: Chris Alder

Witness  
Print: Chris Wickersham

BORROWER:

Christopher White  
Christopher A. White, Individually

Address:  
107 Ramona Road  
Crescent City, Florida 32112

Witness  
Print: Chris Alder

Witness  
Print: Chris Wickersham

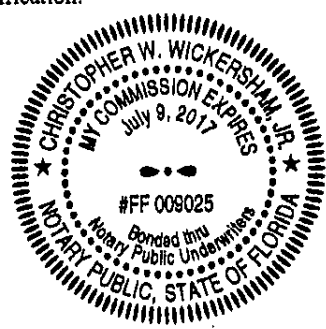
BORROWER:

White Phoenix Rising, Inc.  
White Phoenix Rising, Inc.  
By: Christopher, White, President

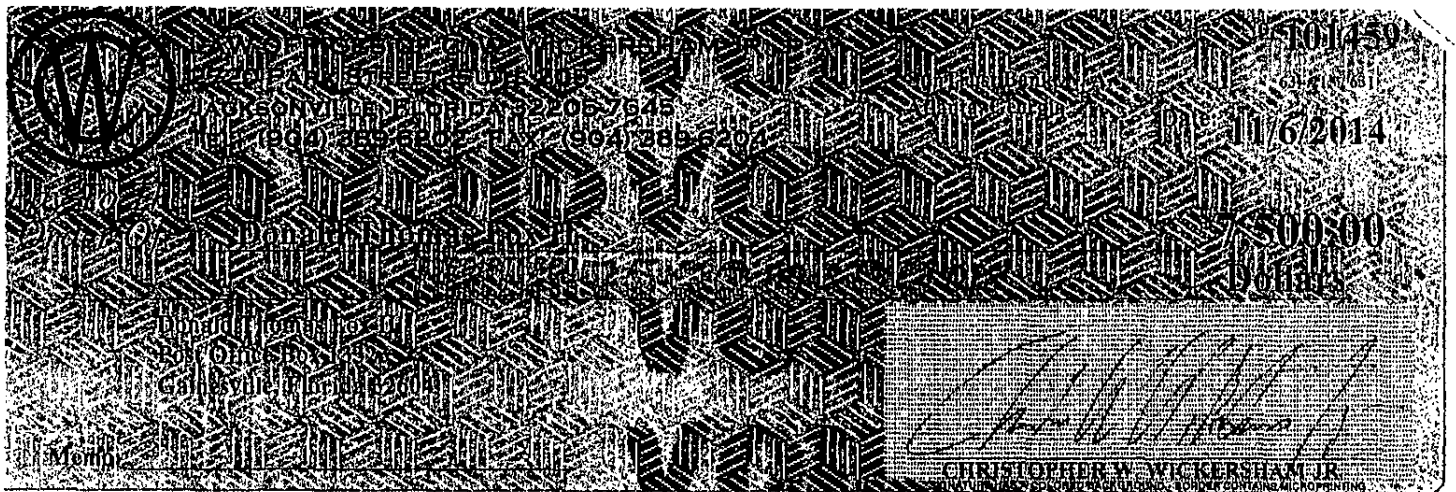
Address:  
109 South Main Street  
Gainesville, Florida 32609

STATE OF Florida  
COUNTY OF Dough

The foregoing instrument was sworn to, subscribed and acknowledged this 6th day of November 2014, by Christopher A. White who is ( X ) personally known to me or ( ) produced as identification.



[Signature]  
Notary



⑈000101459⑈ ⑆063102152⑆ 1000144614699

101459

Amount: \$7500.00

Date: 11/6/2014

Pay to: Donald Thomas Fox II

Costs Advanced, Christopher White