

NON-RESIDENTIAL NET GROUND LEASE

THIS LEASE is made and executed in duplicate, by and between the City of Chipley, whose address is 1442 W. Jackson Ave, Chipley FL 32428, hereinafter (jointly and severally) called Lessor, and Wolf Pack Alliance, LLC, whose address is 6420 NW Lambert Ln, Camas, WA 98607, hereinafter (jointly and severally) called Lessee.

1. DESCRIPTION OF PREMISES. Lessor leases to Lessee, and Lessee hires from Lessor, as herein provided, the real property located more particularly described as:

SEE ATTACHED EXHIBIT "A"

2. TERM. The term of this lease is thirty (30) years, beginning _____, 20____, and ending _____, 20____.

3. RENT. Lessee, in consideration of the premises herein set forth, agrees to pay Lessor, by check payable to Lessor and delivered to their above address, as base rent for the above-described premises, the sum of \$1.00 per year, plus all state sales and rental taxes and all other sums owed by in under this agreement.

It is the intention of Lessor and Lessee that the Rent payable hereunder shall be absolutely net to Lessor during the Lease term, and all costs, expenses, and obligations of every kind caused by or arising out of the use or possession of the Leased Premises by Lessee (except as otherwise specifically provided herein), including without limitation all ad valorem taxes, assessments, utilities, and maintenance and repair expenses which may arise or be incurred or due during the Lease term, all of which shall be paid solely by Lessee, and Lessor shall be indemnified by Lessee against any and all such costs, expenses and obligations.

4. The premises are leased to be used for the construction by Lessee of a food truck parking area only. Lessee agrees to restrict the use to such purpose, and not to use, or permit the use of, the premises for any other purpose without first obtaining the consent in writing of Lessor, or of Lessor's authorized agent. In the event that Lessee ceases business operations at the leased premises, this agreement shall immediately terminate and Lessor shall be entitled to retake possession of the premises.

5. Lessee shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.

6. Lessee acknowledges that it has received possession of the premises and that the premises are in good and proper condition for the intended use.

7. All electricity, water and gas utility and other utilities or utility deposits and licenses required for the operation of the leased premises, shall be and remain in the name of Lessee and shall be promptly paid by Lessee.

8. All construction, maintenance and upkeep within the premises and building shall be the sole responsibility of and paid by Lessee. Lessee shall, throughout the term of this agreement and any extension or hold-over period, maintain the Leased Property and all improvements thereon (including Lessee's improvements) and shall make all necessary repairs thereto, structural and non-structural, ordinary and extraordinary. In particular (but without limitation), Lessee shall be responsible at Lessee's sole expense and cost to repair and replace as reasonably necessary all air conditioning, appliances, ceiling tiles, flooring and carpeting, roofing, painting, and other elements of the Leased Premises (whether arising from casualty, accident, normal wear and tear, or otherwise). All repairs and maintenance shall be made by Lessee in conformity with the overall construction and appearance of the improvements on the Leased Property, shall be equal and quality and class to the original work, and shall be in accordance with all state and local building codes and all governmental regulations.

The parties expressly agree and understand that the Lessor's interest in the leased lands shall be prior and superior to any claim of the Lessee and to any person, firm or corporation claiming through the Lessee, including (but not limited to) any mechanic, laborer, supplier, or any person claiming through or under Fla. St. Chapter 713. Lessee shall indemnify and hold Lessor and the Leased Premises harmless and free from and against any liens or claims against them on account of any unpaid bills for any such construction, improvements, repairs or maintenance.

In addition, Lessee agrees to maintain the premises in clean and sanitary condition and to pay the cost of all pest control necessary or appropriate to the keeping of the premises in clean and sanitary condition free from all pests and infestations of any and all kinds.

9. Lessor represent that the premises are in fit condition for use for its intended purposes as stated above. Lessee agrees to accept the premises on possession in their current condition as being in a good state of repair and in sanitary condition. Lessee shall surrender the premises with all improvements constructed by Lessee to Lessor at the end of the lease term, if the Lease is not renewed, allowing for reasonable use and wear, and damage by acts of God, including fire and storms. Lessee shall remove all business signs or symbols placed on the premises by any person (other than Lessor) before redelivery of the premises to Lessor, and to restore the portion of the premises on which they were placed in the same condition as before their placement.

10. Partial or total destruction of the leased premises shall not render this Lease void or voidable, or terminate it or result in any abatement of the rent due hereunder.

11. Lessee will not construct or place, or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the

premises which, in Lessor's opinion, are offensive or otherwise objectionable. If Lessee fails to remove such signs, displays, advertisements, or decorations within 10 days after receiving written notice from Lessor to remove the same, Lessor reserves the right to enter the premises and remove them at Lessee's expense.

12. LESSEE TO CARRY LIABILITY INSURANCE; INDEMNIFICATION. Lessee shall procure and maintain in force during the term of this Lease, and any extension thereof, at Lessee's sole expense, public liability insurance, in companies and through brokers approved by Lessor, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in a minimum amount of \$1,000,000.00 for each person injured; \$1,000,000.00 for any one accident; and \$50,000.00 for property damage. Such insurance policies shall provide coverage for Lessor's contingent liability on such claims or losses. A copy of the policies shall be delivered to Lessor upon request. Lessee agrees to obtain a written obligation from the insurers to notify Lessor in writing at least twenty (20) days prior to cancellation or refusal to renew any such policies. Lessee agrees that if such insurance policies are not kept in force during the entire term of this Lease, and any extension thereof, Lessor may procure the necessary insurance and pay the premium therefor, and that such premium shall be repaid to Lessor as an additional rent installment for the month following the date on which such premiums are paid.

In addition, the parties agree and acknowledge that Lessee shall be deemed to be in the exclusive control and possession of the Leased Premises, and Lessor shall in no way or event whatsoever be liable for any injury or damage to any person or property (including, but not limited to, the Leased Property), nor to any property of Lessee, nor to any person, firm, corporation or business, on account of or related in any way to the Leased Premises. Lessee agrees to indemnify and hold harmless Lessor of and from any claim, cause of action, damages or other matter related to any use or occupancy of the leased premises by Lessee or its agents, employees, invitees, guests, patients, or any other person on any portion of Lessee's or Lessor's premises at the instance of or with the permission or consent of Lessee. Lessee further agrees to pay the cost of defense of Lessor (including a reasonable attorney fee in all trial, appellate and bankruptcy courts) against any and all such claims.

14. ASSIGNMENT, SUBLEASE, OR LICENSE FOR OCCUPATION BY OTHER PERSON. Lessee agrees not to assign or sublease the leased premises, or any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's business invitees, guests, agents and employees, to occupy the premises or any part thereof, without the prior written consent of the Lessor (which consent shall not be unreasonably withheld). Any such assignment or sublease shall be void and unenforceable as against Lessor.

15. In the event that Lessee shall fail to timely make any payment required hereunder within 10 days of the due date thereof, Lessee shall additionally owe and pay to Lessor a late charge in the amount of 10% of each due and unpaid payment, plus

interest on the payment and late charge at the rate of 10% per annum. In addition, if Lessee breaches this Lease, Lessor shall have all available remedies in equity or at law.

16. If Lessee shall fail to perform or shall breach: a) any obligation under this Lease to pay monies; or b) any other obligation under this Lease other than for the payment of monies for ten (10) days after written notice specifying the performance required shall have been given to Lessee;

then Lessor may retain the services of an attorney, and Lessee shall reimburse and pay to Lessor all of Lessor's expenses of enforcing or asserting any of its rights or Lessee's obligations hereunder, including a reasonable attorney's fee for services in any trial, appellate or bankruptcy court.

17. MANNER OF GIVING NOTICE. Notices given pursuant to the provisions of this Lease, or necessary to carry out its provisions of this Lease, or necessary to carry out its provisions, shall be in writing, and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person, to the addresses listed above.

18. EFFECT OF LESSOR'S WAIVER. Lessor's waiver of breach of one covenant or condition of this Lease is not a waiver of breach of others, or of subsequent breach of the one waived. Moreover, no waiver or estoppel shall be effective as against Lessor unless such be evidenced by a written statement or document signed by Lessor and by Lessor's attorney.

19. LEASE APPLICABLE TO SUCCESSORS. This Lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties. Lessor shall sell, convey, mortgage or otherwise assign his interest in the leased premises (if at all) expressly subject to all provisions of this lease and shall affirmatively disclose the provisions and existence of this lease to any such assignee or successor in interest. Any successor in interest of Lessor shall take the property subject to all provisions hereof.

20. RELATIONSHIP OF PARTIES. Lessee and Lessor agree that the relationship between them shall be solely that of tenant and landlord. Nothing contained in this or in any other agreement or document shall be deemed to create a partnership, tenancy-in-common, joint tenancy, joint venture or co-ownership by or between Lessee and Lessor. Lessor shall not be in any way responsible or liable for debts, losses, obligations or duties of Lessee with respect to any matter whatsoever.

21. TIME OF ESSENCE. Time is of the essence of this Lease.

22. RADON. 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. This disclosure is required by Florida law to be contained in all contracts for sale or lease of buildings.

23. Personal guaranty. By their execution hereof as individuals, the undersigned principals of Lessee, being _____ and _____, do hereby personally guaranty all obligations of Lessee hereunder (or otherwise arising at law or in equity with respect to the subject premises), to the same extent as if each guarantor were the principal obligor or lessee. Each guarantor agrees to pay and discharge each such obligation of Lessee when due, by acceleration or otherwise, in accordance with the terms hereunder, and hereby waives all notice of acceptance of this guaranty, notice or demand, notice of maturity, payment or default of any obligation, and any other requirement or notice necessary to bind it hereunder, including but not limited to presentment, notice of dishonor and protest. All promises, representations, warranties, and obligations of each Lessee and guarantor hereunder or with respect to the subject leased property shall be deemed joint and several.

24. Miscellaneous. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement. There are no promises, representations or warranties, other than those set forth herein.

EXECUTED the date first above written.

ATTEST:

City of Chipley, Florida, as Lessor

Sherry Snell, City Clerk

By: Tracy Andrews, Mayor

(THIS SPACE LEFT INTENTIONALLY BLANK)

Witness--

As Lessee

(SEAL)

Witness--

As Guarantor

(SEAL)

As Guarantor

(SEAL)

STATE OF FLORIDA:
COUNTY OF _____:

THE FOREGOING INSTRUMENT was acknowledged before me this _____,
20____, by _____, on behalf of _____, as Lessee,
and _____ and
_____, individually as guarantors, who are
personally known to me or who produced _____ as identification
and who did take an oath.

Notary Public
My Commission Expires:

EXHIBIT "A"

A PORTION OF LOTS 220 AND 221 OF THE LW MORDT MAP OF CHIPLEY AS RECORDED IN PLAT BOOK 1 PAGE 13, OF THE PUBLIC RECORDS OF WASHINGTON COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 220 OF THE LW MORDT MAP OF CHIPLEY; THENCE S 05°44'20" E ALONG THE EAST LINE OF SAID LOT 220 AND THE WEST RIGHT OF WAY LINE OF 7TH STREET (75 FOOT RIGHT OF WAY) 82.64 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE S 84°26'49" W, 20.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 84°26'49" W, 54.00 FEET; THENCE N 05°33'11" W, 20.53 FEET; THENCE N 84°26'49" E, 54.00 FEET; THENCE S 05°33'11" E, 20.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.03 OF AN ACRE MORE OR LESS.