

ARCHER & GREINER, P.C.  
1211 Avenue of the Americas  
New York, New York 10036  
Tel: (212) 682-4940  
Allen G. Kadish<sup>1</sup>  
Harrison H.D. Breakstone<sup>2</sup>  
Email: akadish@archerlaw.com  
hbreakstone@archerlaw.com

*Counsel for Allen D. Applbaum as Receiver*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA**

United States Securities and Exchange  
Commission,

Plaintiff,

v.

Jonathan Larmore, et al.,

Defendants, and

Michelle Larmore, Marcia Larmore,  
CSL Investments, LLC,  
MML Investments, LLC,  
Spike Holdings, LLC,  
and JMMAL Investments, LLC,

Relief Defendants.

Case No. 23-CV-02470-PHX-DLR

**RECEIVER'S SECOND MOTION  
FOR AN ORDER (I) DESIGNATING  
ADDITIONAL RECEIVERSHIP  
ENTITIES; AND (II) GRANTING  
RELATED RELIEF**

<sup>1</sup> Admitted *pro hac vice*.

<sup>2</sup> Admitted *pro hac vice*.

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Allen D. Applbaum as receiver for ArciTerra Companies, LLC (“ArciTerra”) and related entities (the “Receiver”), by and through his counsel, Archer & Greiner, P.C., hereby respectfully moves this Court for entry of an order designating additional entities to be considered “Receivership Entities” pursuant to the Receivership Order (as defined below) and included on Exhibit A thereto; and (ii) granting related relief, as follows:

# **I. Preliminary Statement**

1. On December 21, 2023 and May 6, 2024, the Court appointed the Receiver pursuant to the *Order Appointing Temporary Receiver and Temporarily Freezing Assets and Imposing Litigation Injunction* [ECF No. 77] and *Order Appointing Receiver Freezing Assets, and Imposing Litigation Injunction* [ECF No. 154] (together, the “Receivership Order”).<sup>3</sup> Since his appointment, the Receiver and his retained professionals have, among other things, assumed control of the Receivership Entities and Receivership Assets, conducted preliminary investigations into the claims and liens asserted against Receivership Assets, continued business operations of Receivership businesses, sold numerous properties and other assets owned by Receivership Entities, and conducted other activities required by the Receivership Order to administer the Receivership Estate.<sup>4</sup>

2. The Receivership Order provides in Paragraph 6 that the Receiver shall have the power and duty to:

(A) Take and retain immediate possession and control of all Receivership Assets and all books, records and documents of the Receivership Entities, wherever located, related to the

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<sup>3</sup> Defined terms are as in the Receivership Order.

<sup>4</sup> On May 20, 2025, the Receiver filed the *ArciTerra Receiver’s Fifth Status Report* [ECF No. 363] (the “Fifth Status Report”).



1 Receivership Assets...[.]

2 (D) Take such action as necessary and appropriate for the  
3 preservation of the Receivership Estate and Receivership  
4 Assets and to prevent the dissipation or concealment of the  
5 Receivership Assets[.]

6 3. The Receivership Order also contemplates that the Receiver provide “[a]  
7 recommendation whether to modify the list of Receivership Entities...based on the Receiver’s  
8 investigation.” [Receivership Order, Paragraph 39.G. and 41.]

9 4. The Receiver brings this Motion for designation of three additional Receivership  
10 Entities that were not explicitly included in the Receivership Order, specifically:

- 11 • Brewhouse Fishville, LLC,
- 12 • Brewhouse I, LLC, and
- 13 • Village Brewhouse, LLC

14 (together, the “Additional Entities”).

15 5. Among the entities explicitly listed in Exhibit A of the Receivership Order is  
16 VBH PG, LLC (“VBH”), an entity associated with the Village Brewhouse, a casual waterfront  
17 restaurant and waterfront bar overlooking Charlotte Harbor at the Fisherman’s Village, located  
18 at 1200 W. Retta Esplanade, Punta Gorda, Florida 33950.

19 6. Since his appointment, the Receiver and his professionals have managed and  
20 operated the Village Brewhouse through VBH, as required by the Receivership Order. In  
21 addition to managing and operating the business, the Receiver has analyzed the books and  
22 records of the business and has determined that each of the Additional Entities is inextricably  
23 intertwined with Village Brewhouse and VBH, and therefore, the Additional Entities should  
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1 also be designated as Receivership Entities.

## 2 **II. Background**

3 7. On November 28, 2023, the Securities and Exchange Commission filed its  
4 Complaint [ECF No. 1] against Jonathan Larmore, ArciTerra, ArciTerra Note Advisors II,  
5 LLC, ArciTerra Note Advisors III, LLC, ArciTerra Strategic Retail Advisor, LLC, and Cole  
6 Capital Funds, LLC (collectively, the “Defendants”). Michelle Larmore; Marcia Larmore; CSL  
7 Investments, LLC; MML Investments, LLC; Spike Holdings, LLC and JMMAL Investments,  
8 LLC were named as relief defendants.  
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11 8. On December 21, 2023, the Court entered the Receivership Order, which  
12 appointed the Receiver to, among other things, (a) perform the duties specified in the  
13 Receivership Order; (b) ascertain the financial condition of the Receivership Entities and all of  
14 the Receivership Assets (as defined in the Receivership Order); (c) oversee and manage the  
15 Receivership Entities and the Receivership Assets; and (d) propose for Court approval a fair  
16 and equitable distribution of the Receivership Assets.  
17

18 9. The Receiver and his professionals have managed and operated the Receivership  
19 Entities as required by the Receivership Order.  
20

21 10. Additional information with regard to the operations of VBH and the Additional  
22 Entities is included in the Declaration of David Holley (the “Holley Declaration”) annexed as  
23 **Exhibit A**, and submitted in support hereof.  
24

## 25 **III. Relief Requested**

26 11. By this Motion, the Receiver seeks entry of an order, substantially in the form  
27 annexed hereto as **Exhibit B**, designating the Additional Entities as Receivership Entities, *nunc*  
28

1 *pro tunc*, retroactive to December 21, 2023. The Receiver’s business and financial analysis,  
2 and investigation, as generally reported in his Status Reports, have yielded facts, recited in the  
3 Holley Declaration, that require that the Additional Entities come under the control of the  
4 Receiver to the exclusion of all others. The designation of the Additional Entities will facilitate  
5 the administration of the assets, and importantly, will allow the Receiver to preserve and  
6 capitalize upon the assets for the benefit of the investors and creditors.  
7

#### 8 **IV. Basis for Relief Requested**

9  
10 12. The Court’s power to supervise an equity receivership and to determine the  
11 appropriate actions to be taken in the administration of the receivership is extremely broad. *See*  
12 *Securities and Exchange Com’n v. Capital Consultants, LLC*, 397 F.3d 733, 738 (9th Cir. 2005)  
13 (*quoting Securities and Exchange Com’n v. Hardy*, 803 F.2d 1034, 1037 (9th Cir. 1986)). “The  
14 power of a district court to impose a receivership or grant other forms of ancillary relief does  
15 not in the first instance depend on a statutory grant of power from the securities laws. Rather,  
16 the authority derives from the inherent power of a court of equity to fashion effective relief.”  
17 *Securities and Exchange Com’n v. Wencke*, 622 F.2d 1363, 1369 (9th Cir. 1980). A court  
18 imposing a receivership assumes custody and control of all assets and property of the  
19 receivership, and it has broad equitable authority to issue all orders necessary for the proper  
20 administration of the receivership estate. *See Securities and Exchange Com’n v. Credit Bancorp*  
21 *Ltd.*, 290 F.3d 80, 82-83 (2d Cir. 2002).  
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25 13. It is well within the Court’s broad authority to designate additional Receivership  
26 Entities as set forth herein. The Ninth Circuit Court of Appeals consistently affords “broad  
27 deference” to the district court’s supervisory role, and “generally uphold[s] reasonable  
28

procedures instituted by the district court that serve th[e] purpose” of orderly and efficient administration of the receivership for the benefit of creditors. *Securities and Exch. Comm'n v. Hardy*, 803 F.2d 1034, 1037–1038 (9th Cir. 1986). An aspect of the discretion given to courts is the ability to expand the existing receivership to include entities that participated in fraud with Receivership Defendants and parties affiliated with the receivership defendants. *See Securities and Exchange Comm’n v. Private Equity Mgmt. Group, Inc.*, 2009 WL 3074604, at \*5 (C.D. Cal. 2009). The standard for expanding a federal receivership in the Ninth Circuit is primarily governed by the court’s equitable powers. *Canada Life Assur. Co. v. LaPeter*, 563 F.3d 837, 844 (9th Cir. 2009) (recognizing the broad nature of the court’s equitable power to manage receiverships).

14. The Ninth Circuit Court of Appeals cautions that “there is no precise formula for determining when a receiver may be appointed,” and “federal courts consider a variety of factors in making this determination.” *Id.* at 844-45.<sup>5</sup> Indeed, the Ninth Circuit Court of Appeals specifically “recognize[s] a court’s authority to appoint a receiver regardless of these factors.” *Id.* at 845. Thus, the Court should consider the factors but not limit its analysis to those factors

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<sup>5</sup> The Ninth Circuit has outlined seven factors that the court may consider when placing a company into receivership, but these are not completely applicable to this unique scenario of designating additional entities to be included in a previously existing receivership: (1) “whether [the party] seeking the appointment has a valid claim;” (2) “whether there is fraudulent conduct or the probability of fraudulent conduct” by the defendant; (3) whether the property is in imminent danger of “being lost, concealed, injured, diminished in value, or squandered;” (4) whether legal remedies are inadequate; (5) whether the harm to the plaintiff by denial of the appointment would outweigh injury to the party opposing appointment; (6) “the plaintiff’s probable success in the action and the possibility of irreparable injury to the plaintiff’s interest in the property;” and (7) “whether [the] plaintiff’s interests sought to be protected will in fact be well-served by receivership.” *LaPeter*, 563 F.3d at 844.

1 alone.

2 15. The Receiver seeks to designate the Additional Entities as it will help to achieve  
 3 the “primary purpose of [an] equity receivership;” which is, “to promote orderly and efficient  
 4 administration of the estate . . . for the benefit of creditors.” *Hardy*, 803 F.2d at 1037. The  
 5 overarching goal behind a proposed receivership expansion should be “to ensure that all  
 6 available assets are brought within the receivership and may properly be distributed to  
 7 creditors.” *See Securities and Exch. Comm'n v. Elmas Trading Corp.*, 620 F. Supp. 231, 234  
 8 (D. Nev. 1985), *aff'd*, 805 F.2d 1039 (9th Cir. 1986).  
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11 16. Consequently, receiverships regularly are expanded to include entities related to  
 12 defendants, or where receivership funds have been commingled with assets used by other  
 13 entities. *See, e.g., Securities and Exch. Comm'n v. Creative Capital Consortium, LLC, et al.*,  
 14 2009 WL 10664430, at \*1 (S.D. Fla. September 21, 2009)<sup>6</sup> (expanding receivership over  
 15 entities controlled by individual defendant who conceived the scheme – because of evidence  
 16 that the defendants controlled the entities and the transferring of money between the entities,  
 17 amounting to alter ego); *Securities and Exch. Comm'n v. Nadel*, 2013 WL 2291871, at \*2 (M.D.  
 18 Fla. May 24, 2013) (third party entity’s use of scheme proceeds to purchase oil and gas leases  
 19 subjected the entity to inclusion in receivership despite that it was not an alter ego of defendant;  
 20 no “alter ego” finding was necessary to designate the entity a receivership entity); *Securities*  
 21 *and Exch. Comm'n v. Lauer*, No. 03-80612-Civ. 2009 WL 812719, at \*4-5 (S.D. Fla. Mar. 26,  
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26 <sup>6</sup> The Receiver’s Motion for an Order (I) Designating Additional Receivership Entities; and  
 27 (II) Granting Related Relief [ECF No. 332], inadvertently included an incorrect citation for  
 28 *Creative Capital* at paragraph 14.

1 2009) (proceeds from sale of condominium that was maintained with tainted funds are also  
2 tainted by the fraud and therefore forfeitable).

3  
4 17. Here, as set forth in the Holley Declaration, the business operations of VBH were  
5 part of the ArciTerra operations and now are part of the Receiver's operations and  
6 unquestionably part of the Receivership Estate. Only the Receiver has been operating the  
7 Village Brewhouse; the Receiver has been remitting taxes and insurance, administering payroll,  
8 accounts payable and invoicing, and addressing operational issues and repairs. The Receiver  
9 also investigated and determined that each of the Additional Entities is a related entity with  
10 which Village Brewhouse operations have been historically intertwined. Despite that different  
11 aspects of the operations or holding of the Village Brewhouse restaurant might appear at  
12 different times in different entities, the entities must be treated under the Receiver's control as  
13 a single unit. Thus, the Receiver needs to be able as a definitive matter to control the assets  
14 and operations of the Additional Entities by folding them into the Receivership Estate for the  
15 efficient administration of the estate for the benefit of investors and creditors. Ensuring the  
16 Receiver has the authority over the Additional Entities will permit the Receiver to protect,  
17 preserve and maximize the value of all Receivership Assets. Notwithstanding that multiple  
18 entities were created, there is one Village Brewhouse and all the legal entities must be lined up  
19 to reflect their uniform purpose, which is to operate the Village Brewhouse.

20  
21 18. Importantly, as the Receiver contemplates a sale process for the Village  
22 Brewhouse, it is important that all the rights involved in the Village Brewhouse are definitively  
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under the Receiver's control, subject to marketing and disposition as a unit.<sup>7</sup>

19. The relief sought herein should be provided *nunc pro tunc*, retroactive to the date of the appointment of the Receiver in the rest of the ArciTerra cases, December 21, 2023.

## V. Conclusion

20. No prior motion for the relief sought herein has been made to any court.

21. Given the authorities set forth herein, request is made to waive any requirement to file a separate memorandum of law. *See* LRCiv 7.2(b).

WHEREFORE, the Receiver respectfully requests that this Court (a) enter an Order designating the Additional Entities as Receivership Entities, and (b) grant such other relief as is just and proper.

Dated: June 4, 2025

ARCHER & GREINER, P.C.

By: 

Allen G. Kadish<sup>1</sup>

Harrison H.D. Breakstone<sup>2</sup>

1211 Avenue of the Americas

New York, New York 10036

Tel: (212) 682-4940

Email: akadish@archerlaw.com

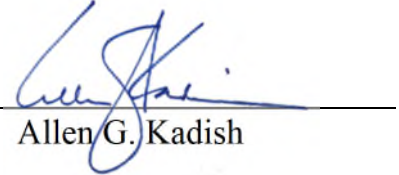
hbreakstone@archerlaw.com

*Counsel for Allen D. Applbaum as Receiver*

<sup>7</sup> On May 31, 2025, the Receiver filed the *Receiver's Motion for Orders (I) Approving the Auction and Bidding Procedures for the Sale of Substantially All Assets of VBH PG, LLC; (II) Approving the Sale of Substantially All Assets of VBH PG, LLC, Free and Clear of All Liens, Claims, Encumbrances and Interests; and (III) Granting Related Relief* [ECF No. 370].

**CERTIFICATE OF SERVICE**

I hereby certify that on June 4, 2025, I caused the foregoing document to be electronically transmitted via the Clerk of the Court using the CM/ECF systems, which will provide electronic mail notice to all counsel of record.

  
Allen G. Kadish



**INDEX TO EXHIBITS**

**Exhibit A – Holley Declaration**

**Exhibit B – Proposed Order**

**EXHIBIT A**

**HOLLEY DECLARATION**

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1                                   **IN THE UNITED STATES DISTRICT COURT**  
2                                   **FOR THE DISTRICT OF ARIZONA**

3  
4                   United States Securities and Exchange  
5                   Commission,

6                                   Plaintiff,

7                                   v.

8                   Jonathan Larmore, et al.,

9  
10                                  Defendants, and

11                   Michelle Larmore; Marcia Larmore;  
12                   CSL Investments, LLC;  
13                   MML Investments, LLC;  
14                   Spike Holdings, LLC;  
15                   and JMMAL Investments, LLC,

16                                  Relief Defendants.

Case No. 23-cv-02470-DLR

**DECLARATION IN SUPPORT OF  
RECEIVER'S SECOND MOTION  
FOR AN ORDER (I) DESIGNATING  
ADDITIONAL RECEIVERSHIP  
ENTITIES; AND (II) GRANTING  
RELATED RELIEF**

17                   DAVID A. HOLLEY hereby declares under penalty of perjury, pursuant to 28  
18                   U.S.C. § 1746, to the best of his knowledge, information and belief:

19  
20                                   **Background**

21                   1.       I am a partner in the Boston office of StoneTurn Group, LLP ("StoneTurn").  
22                   I have personal knowledge of the facts set forth in this declaration and if called as a witness,  
23                   I could and would testify competently thereto.

24  
25                   2.       I am fully familiar with the circumstances of the receivership described  
26                   herein in respect of the matters set forth herein.  
27  
28

1           3.     I have been employed by StoneTurn since June 2022. As a partner I am  
2 responsible for the development and execution of client engagements, which includes  
3 overseeing investigations and other risk-related matters on behalf of corporations, financial  
4 institutions, law firms, individuals, and government entities. These investigations, while at  
5 StoneTurn and elsewhere, have included asset tracing, fraud, due diligence, internal  
6 investigations, and matters involving national security, Committee on Foreign Investment  
7 in the United States, sanctions and anti-bribery and anti-corruption regulations.  
8

9  
10           4.     I have been working in the investigations and risk-mitigation industry since  
11 1995, including as Executive Vice President of K2 Integrity from June 2018 to June 2022,  
12 Senior Managing Director with Berkeley Research Group from June 2015 to June 2018,  
13 and as a Senior Managing Director at Kroll from March 2000 to June 2015. I am a graduate  
14 of the Roger Williams School of Law and received my Bachelor of Arts degree from  
15 Boston University. A true and accurate copy of my curriculum vitae is attached as Exhibit  
16  
17 1.

18  
19           5.     On December 21, 2023 and May 6, 2024, the Court appointed the Receiver  
20 pursuant to the *Order Appointing Temporary Receiver and Temporarily Freezing Assets*  
21 *and Imposing Litigation Injunction* [ECF No. 77] and *Order Appointing Receiver, Freezing*  
22 *Assets, and Imposing Litigation Injunction* [ECF No. 154] (the “Receivership Order”),  
23 which among other things, appointed Allen D. Applbaum as Receiver (the “Receiver”),  
24 and approved StoneTurn and Archer & Greiner, P.C. as “Retained Personnel” in this case.  
25

26           6.     Since January 2024, the Receiver’s Retained Personnel have been analyzing  
27 the 285 entities listed in Exhibit A (the “Receivership Entities”) to the Receivership Order  
28

1 to understand their relationship to the estate, assets they may hold, and in the case of  
2 operating entities, their operations and viability. In addition, the Receiver and Retained  
3 Personnel conducted extensive independent research and analysis to determine whether  
4 additional entities exist that potentially contain assets that may be used to repay investors  
5 and creditors of ArciTerra.  
6

7         7. It is my understanding that the list of Receivership Entities in Exhibit A to  
8 the Receivership Order was at least partially derived from the “List of Entities” attached as  
9 Exhibit A to the Consulting Agreement dated July 10, 2023, between ArciTerra Group  
10 LLC and D2 Consulting Group, LLC, an entity organized in Ohio, owned and managed by  
11 Daniel DeCarlo. All the entities listed in Exhibit A to the Consulting Agreement were  
12 represented to be “affiliates” of ArciTerra Group LLC for purposes of the Consulting  
13 Agreement. The Consulting Agreement at paragraph B also indicates that ArciTerra, “and  
14 its affiliates ... include, but are not limited to the Entities listed on Exhibit A.” A true and  
15 accurate copy of the Consulting Agreement is attached hereto as Exhibit 2.  
16  
17

18         8. Pursuant to the Receivership Order, the Receiver may provide, “A  
19 recommendation whether to modify the list of Receivership Entities ... based on the  
20 Receiver’s investigation.” [Receivership Order, Paragraph 39.G. and 41.]  
21

22         9. The Receiver has identified certain entities that he respectfully requests the  
23 Court to designate as additional Receivership Entities and add to the list of Receivership  
24 Entities (the “Additional Entities”). As more fully detailed below, the Additional Entities  
25 have either been integral to the operations of an asset under the control and management  
26 of the Receiver, essential to completing the chain of ownership amongst existing  
27  
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1 Receivership Entities, have been instrumental in the movement of funds through ArciTerra,  
2 hold assets that rightfully belong to the Receivership Estate, or to correct what was likely  
3 the misidentification of an entity during the preparation of Exhibit A to the Receivership  
4 Order.  
5

6 10. The Receiver seeks the designation of the following Additional Entities as  
7 Receivership Entities:

- 8 • Brewhouse Fishville, LLC,
- 9 • Brewhouse I, LLC, and
- 10 • Village Brewhouse, LLC.
- 11

12 **VBH PG, LLC**

13  
14 11. Among the entities listed in Exhibit A to the Receivership Order is VBH PG,  
15 LLC, a Delaware entity organized on January 6, 2022. A copy of the Delaware Articles of  
16 Organization for VBH, PG LLC is attached hereto as Exhibit 3. VBH PG, LLC was  
17 registered to do business in the State of Florida on August 22, 2022, by way of an  
18 Application by a Foreign Limited Liability Company for Authorization to Transact  
19 Business in Florida. A copy of the Application by a Foreign Limited Liability Company  
20 for Authorization to Transact Business in Florida, listing Jonathan Larmore as the  
21 Manager, is attached hereto as Exhibit 4.  
22

23  
24 12. VBH PG, LLC is an entity associated with the Village Brewhouse, a  
25 restaurant operating at the Fishermen's Village, located at 1200 W. Retta Esplanade, Punta  
26 Gorda, Florida 33950, and its adjacent "Sunset Beach" bar on the beach known as "the Tiki  
27 Bar."  
28

1           13. Since December 21, 2023, the Receiver has been overseeing the day-to-day  
2 operations of the Village Brewhouse, including executing a new lease for the Village  
3 Brewhouse on behalf of VBH PG, LLC, as tenant, with PGFL Associates, LLC, the  
4 landlord, effective September 1, 2024, for an initial term of 10 years.<sup>1</sup> The Receiver and  
5 Retained Personnel also regularly manage rent, payroll, and vendor payments, and  
6 calculate and submit sales and use tax reports and payments to the State of Florida as  
7 required.  
8

9  
10           14. However, VBH PG, LLC is not the only entity historically associated with  
11 the Village Brewhouse restaurant in Punta Gorda, Florida. As detailed herein, Brewhouse  
12 Fishville, LLC, Village Brewhouse LLC, and Brewhouse I, LLC are three corporate  
13 entities that have been historically associated with the Village Brewhouse restaurant  
14 operating at Fishermen's Village that are not included in Exhibit A of the Receivership  
15 Order but should be, in order to more efficiently protect and manage this operating asset of  
16 the Receivership Estate, and to facilitate the neat and orderly sale of the Village Brewhouse.  
17  
18

19           **Brewhouse Fishville, LLC and Brewhouse I, LLC**

20           15. Brewhouse Fishville, LLC was organized in Indiana on January 22, 2015.  
21 The Articles of Organization were filed and accepted with the Indiana Secretary of State's  
22 Office on January 23, 2015. Jonathan Larmore was listed as Brewhouse Fishville, LLC's  
23

24  
25  
26  
27 <sup>1</sup> PGFL is the state court receiver of Fishermen's Village. That receivership was established  
28 in favor of the real estate lender upon default by the ArciTerra borrower, prior to this  
Court's appointment of the Receiver in the ArciTerra case.

1 Manager. A true and accurate copy of the Brewhouse Fishville, LLC Articles of  
2 Organization is attached hereto as Exhibit 5.

3  
4 16. On January 23, 2015, the Articles of Organization for Brewhouse I, LLC  
5 were filed with the Indiana Secretary of State's Office on January 23, 2015, having been  
6 organized the day before. The Manager was listed as Jonathan Larmore. A true and accurate  
7 copy of the Articles of Organization for Brewhouse I, LLC is attached hereto as Exhibit 6.

8  
9 17. On January 23, 2015, the Operating Agreement between Brewhouse I, LLC  
10 as the "Sole Member" and Brewhouse Fishville, LLC was executed. The Operating  
11 Agreement provided for the formation of Brewhouse Fishville, LLC by the Sole Member,  
12 Brewhouse I, LLC for "*the primary purpose of the Company shall be for the operation of*  
13 *a site [sic] down and take-out restaurant and brew pub serving "American" style food for*  
14 *leased premises located at Fishermen's Village, Punta Gorda, Florida 33950.*" Article 8  
15 of the Operating Agreement provided for the appointment of Jonathan Larmore as the  
16 entity's Manager. The Operating Agreement was executed by Jonathan Larmore twice,  
17 once as the Sole Member of Brewhouse I, LLC and once as the Manager of Brewhouse  
18 Fishville, LLC. A true and accurate copy of the Operating Agreement between Brewhouse  
19 I, LLC and Brewhouse Fishville, LLC is attached hereto as Exhibit 7.

20  
21  
22 18. The U.S. Internal Revenue Service ("IRS") issued Brewhouse I, LLC an  
23 Employer Identification Number ("EIN"), 47-3240500, on February 25, 2015. Jonathan  
24 Larmore was identified as the Sole Member of Brewhouse I, LLC. A true and accurate  
25 copy of the EIN assignment for Brewhouse I, LLC is attached hereto as Exhibit 8.  
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1           19.     The IRS issued Brewhouse Fishville, LLC EIN, 47-33699895, on March 10,  
2 2015. Brewhouse I, LLC was identified as the Sole Member of Brewhouse Fishville, LLC.  
3 A true and accurate copy of the EIN assignment for Brewhouse Fishville, LLC is attached  
4 hereto as Exhibit 9.  
5

6           20.     On August 4, 2017, Brewhouse I, LLC was administratively dissolved by the  
7 Indiana Secretary of State's Office. On April 4, 2022, an Application for Reinstatement  
8 was accepted by the Indiana Secretary of State's Office. A true and accurate copy of the  
9 Application for Reinstatement is attached hereto as Exhibit 10.  
10

11           21.     A Written Consent to Resolutions of the Sole Manager Brewhouse Fishville,  
12 LLC in Lieu of a Special Meeting was executed by Jonathan Larmore, as Sole Manager of  
13 Brewhouse Fishville, LLC on March 9, 2022, by which Jeremy Hamilton "effective  
14 immediately is removed as Statutory Officer of the Company is [sic] replaced with  
15 Jonathan M. Larmore." It was also resolved that "Brewhouse I, LLC is and always has  
16 been the Sole Member of the Company." A true and accurate copy of the Written Consent  
17 is attached hereto as Exhibit 11.  
18  
19

20           22.     An Article of Amendment for Brewhouse Fishville, LLC was filed on  
21 September 7, 2022, in which the principal office address was changed to 2701 E.  
22 Camelback Road, Suite 150, Phoenix, Arizona 85016, an address known to be the then-  
23 headquarters of ArciTerra. The filing identified Jonathan Larmore as the Manager and  
24 Brewhouse I, LLC as the Member. The filing reported that the entity was a single member  
25 LLC. A true and accurate copy of the Articles of Amendment is attached hereto as Exhibit  
26 12.  
27  
28

1           23.     A Business Entity Report was recorded on January 30, 2023, for Brewhouse  
2 Fishville, LLC, reporting Jonathan Larmore as the Manager and Brewhouse I, LLC as the  
3 Member. The principal address of Brewhouse Fishville, LLC is listed as 2701 E.  
4 Camelback Road, Phoenix, Arizona 85016, an address known to be associated with  
5 Jonathan Larmore. A true and accurate copy of the Business Entity Report for Brewhouse  
6 Fishville, LLC is attached hereto as Exhibit 13.

7  
8           24.     On January 30, 2023, a Business Entity Report was filed for Brewhouse I,  
9 LLC identifying Jonathan Larmore as the Manager and National Registered Agents, Inc.  
10 as the Registered Agent. The address of Brewhouse I, LLC is listed as 2701 E. Camelback  
11 Road, Phoenix, Arizona 85016, an address known to be associated with Jonathan Larmore  
12 and ArciTerra. A true and accurate copy of the Business Entity Report for Brewhouse I,  
13 LLC is attached hereto as Exhibit 14.

14  
15           25.     Brewhouse I, LLC has been the sole member of Brewhouse Fishville, LLC  
16 continuously and without interruption since January 23, 2015. As the sole member,  
17 Brewhouse I, LLC has exclusive control over Brewhouse Fishville, LLC.

18  
19           26.     Despite this exclusive control over Brewhouse Fishville, LLC, on March 18,  
20 2024 (subsequent to the Receivership Order), a *Change of Governing Person* filing was  
21 made purporting to remove Jonathan Larmore as Manager of Brewhouse Fishville, LLC,  
22 and replacing Mr. Larmore with Jeremy Hamilton. The filing with the Indiana Secretary of  
23 State's Office was made by Jeremy Hamilton, according to the document on file. A true  
24 and accurate copy of the *Change of Governing Person* filed by Jeremy Hamilton on March  
25 18, 2024, is attached hereto as Exhibit 15.

1           27. On March 18, 2024, Jeremy Hamilton also filed a *Change of Principal*  
2 *Address* for Brewhouse Fishville, LLC with the Indiana Secretary of State's Office. The  
3 filing changed the principal address of Brewhouse Fishville, LLC from 2701 E.  
4 Camelback, Phoenix, Arizona 85016 to 7525 Pine Valley Lane, Indianapolis, Indiana  
5 46250, an address known to be associated with Jeremy Hamilton. This change was made  
6 by Jeremy Hamilton, according to the document on file. A true and accurate copy of the  
7 *Change of Principal Address* filed by Jeremy Hamilton on March 18, 2024, is attached  
8 hereto as Exhibit 16.  
9  
10

11           28. Since the inception of the Receivership, the Receiver has been managing the  
12 day-to-day operations of the Village Brewhouse restaurant, including paying the various  
13 taxes, procuring and paying the insurance, administering the payroll, overseeing the  
14 vendors and accounts payable, and overseeing the repairs and maintenance of the  
15 restaurant. Despite the Receiver's ongoing operations of the Village Brewhouse restaurant,  
16 Jeremy Hamilton, as stated in paragraphs 26 and 27, above, changed the Secretary of State  
17 filings for Brewhouse Fishville, LLC to reflect a change of address and governing person  
18 to his favor. At no time prior to his changing the Secretary of State filings for Brewhouse  
19 Fishville, LLC to list himself as the governing person and change the principal address of  
20 the business to an address associated with him did Jeremy Hamilton notify the Receiver  
21 managing the day-to-day operations of the Village Brewhouse of his intention to do so or  
22 to provide any explanation to the Receiver as to why that change was in the best interests  
23 of this business.  
24  
25  
26  
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1           29. Notwithstanding the interference by Jeremy Hamilton, the operations of the  
2 Village Brewhouse were always in the hands of Mr. Larmore or his designee, and since his  
3 appointment, the Receiver, and therefore Brewhouse I, LLC and Brewhouse Fishville,  
4 LLC, should be designated Receivership Entities.  
5

6                                   **Village Brewhouse, LLC**

7           30. Village Brewhouse, LLC was organized in Florida on October 24, 2018. A  
8 true and accurate copy of the Articles of Organization of Village Brewhouse, LLC are  
9 attached hereto as Exhibit 17.  
10

11           31. On November 9, 2018, the IRS issued Village Brewhouse, LLC EIN 83-  
12 2488162. The EIN assignment identified Jonathan Larmore as Village Brewhouse, LLC's  
13 sole member. A true and accurate copy of the Village Brewhouse, LLC EIN issuance is  
14 attached as Exhibit 18.  
15

16           32. On October 24, 2023, the Florida Secretary of State's Office reported that  
17 Village Brewhouse, LLC's registration with the State of Florida was pending  
18 reinstatement. On March 19, 2024, the Florida Secretary of State reinstated Village  
19 Brewhouse, LLC.  
20

21           33. Due to the fact that Village Brewhouse, LLC was formerly part of the  
22 operations and administration of the Village Brewhouse, as an administrative matter, it  
23 should be part of the Receivership Estate.  
24  
25  
26  
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28

1                   **Operations of the Brewhouse Restaurant at Fishermen's Village**

2                   **Day-to-Day Oversight of Restaurant Operations**

3                   34.     Since the commencement of the Receivership, the Village Brewhouse  
4 restaurant has been in the exclusive control and oversight of the Receiver.  
5

6                   **Liquor License**

7                   35.     The Alcoholic Beverage License issued by the State of Florida, Department  
8 of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco  
9 for the Village Brewhouse restaurant at Fishermen's Village is in the name of Brewhouse  
10 Fishville, LLC. The license was first issued to Brewhouse Fishville, LLC on June 29, 2016,  
11 as a temporary license, then a full license on August 7, 2016, and the license has been  
12 active in the name of Brewhouse Fishville, LLC since. A true and accurate copy of the  
13 current Brewhouse Fishville, LLC Alcoholic Beverage License is attached hereto as  
14 Exhibit 19.  
15

16                   **Lease**

17                   36.     As noted above, the lease for the Village Brewhouse restaurant at  
18 Fishermen's Village has an effective date of August 23, 2024 and is between PGFL  
19 Associates, LLC, a Florida limited liability company solely in its capacity as the duly-  
20 appointed receiver of ATA Fishville FL, LLC, an Arizona limited liability company (an  
21 entity included in the Receivership Order's Exhibit A, but excluded from the ArciTerra  
22 Receivership Estate by Exhibit C of the Receivership Order), as landlord, and VBH PG,  
23 LLC, as tenant. A true and accurate copy of the lease is attached hereto as Exhibit 20.  
24  
25  
26  
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1           37. The leases for the Village Brewhouse restaurant have been held in the  
2 following names during the following periods:

- 3           a. Brewhouse Fishville, LLC: August 23, 2015 to October 3, 2018;  
4  
5           b. Village Brewhouse, LLC: October 3, 2018 to October 1, 2021 (assigned  
6 from Brewhouse Fishville, LLC;  
7  
8           c. Brewhouse Fishville, LLC: October 1, 2021 to March 1, 2022;  
9  
10          d. VBH, PG LLC: March 1, 2022 to August 22, 2023;  
11  
12          e. Brewhouse Fishville, LLC: August 22, 2023 to September 1, 2024; and  
13  
14          f. VBH, PG LLC: September 1, 2024 to present (act of the Receiver).

15 Taxes

16           38. The Receiver remits monthly sales and use taxes to the State of Florida in the  
17 name of Brewhouse Fishville, LLC on behalf of the Village Brewhouse.

18           39. The Charlotte County (Florida) tangible property tax is invoiced in the name  
19 of Village Brewhouse/Village Brewhouse, LLC.

20           40. The Receiver submits taxpayer information to the Internal Revenue Service  
21 in the name of VBH PG, LLC to report payments made to independent contractors of the  
22 Brewhouse restaurant.

23 Sole Taxpayer

24           41. The Receiver reviewed the available federal tax returns, Form 1040s and  
25 Schedule Cs (Profit and Loss for a Sole Proprietorship) filed by Jonathan Larmore between  
26 2016 and 2021. These tax returns indicate that Jonathan Larmore was the sole taxpayer on  
27 the earnings from Brewhouse I, LLC, as sole member of Brewhouse Fishville, LLC. There  
28

1 is no other taxpayer on behalf of the Village Brewhouse, to the best knowledge and  
2 information of the Receiver.

3 Litigation  
4

5 42. On August 23, 2023, (i) Brewhouse Fishville, LLC d/b/a/ Village Brewhouse  
6 and Sunset Beach, (ii) JB Fishville Retail Land, LLC, and (iii) Gaylord Tapfumaneyi (who  
7 is the General Manger of the Village Brewhouse restaurant), were sued in the Circuit Court  
8 of the 20<sup>th</sup> Judicial Circuit, in and for Charlotte County, Florida by Jody and Rex Campbell  
9 for alleged injuries purportedly sustained while customers at the Village Brewhouse  
10 restaurant on September 6, 2022. At the time of the alleged incident, Brewhouse Fishville,  
11 LLC was the named insured for the restaurant. On June 14, 2023, the Circuit Court of the  
12 20<sup>th</sup> Judicial Circuit issued a default judgment against JB Fishville Retail Land, LLC (an  
13 entity associated with the landlord of the restaurant, not a Receivership Entity, but an entity  
14 exempted pursuant to Exhibit C of the Receivership Order). Litigation against Brewhouse  
15 Fishville, LLC is on hold.  
16  
17

18 Insurance  
19

20 43. The property and casualty insurance for the Village Brewhouse restaurant at  
21 Fishermen's Village is, pursuant to the records available to the Receiver, in the name of  
22 Brewhouse Fishville, LLC as the named insured. The current policy is effective from July  
23 26, 2024, to July 26, 2025. The Receiver procured and pays for this insurance.  
24

25 Payroll

26 44. The contract for Village Brewhouse restaurant's payroll provider is in the  
27 name of Brewhouse Fishville, LLC.  
28

1 Accounts Payable and Invoicing

2 45. There is currently inconsistency with regard to how the restaurant is  
3 referenced in invoices from vendors. Several vendors that provide services to the Village  
4 Brewhouse restaurant invoice the restaurant as "Village Brewhouse" without reference to  
5 a particular corporate entity. For example, the point of sales vendor Toast, Inc. submits  
6 invoices in the name of "Village Brewhouse Fishville," while the invoice for the ice  
7 machine at the restaurant is addressed to "Village Brewhouse." Some vendors, such as the  
8 June 7, 2019, contract with Coca-Cola Beverages Florida, LLC to supply Coca-Cola  
9 products to the restaurant is with "Brewhouse Fishville, LLC." The contract for the  
10 Brewhouse restaurant's engagement of Brinks armored transportation services is with  
11 VBH PG, LLC (d/b/a Village Brewhouse).  
12  
13  
14

15 Bank Account

16 46. The bank account for operations of the Brewhouse restaurant is in the name  
17 of "VBH PG, LLC."  
18

19 Summary

20 47. Brewhouse Fishville, LLC, Brewhouse I, LLC, and Village Brewhouse, LLC  
21 all have been associated with the operations and administration of the Village Brewhouse,  
22 and in an effort to consolidate, as an administrative matter, all three entities should be added  
23 to the Receivership Estate. While the Village Brewhouse is a static asset, various corporate  
24 entities were used to hold its leases and license, interface with vendors, procure insurance,  
25 pay tax, and enter into equipment contracts, revealing a long history that the Village  
26  
27  
28



1 Brewhouse operators did not adhere to formal corporate alignments. All these entities were  
2 used at various times, all in connection with the same asset.

3 48. Whatever the haphazard situation when Mr. Larmore or others controlled the  
4 Village Brewhouse, the Receiver's operations must be transparent and uniform. The  
5 Receiver should have the same authority over them all. The three Additional Entities  
6 should be designated as Receivership Entities.  
7

8 **Conclusion**

9  
10 49. For the reasons set forth above and in the Motion, the Additional Entities  
11 should be designated as Receivership Entities.

12 I declare under the penalty of perjury that the foregoing is true and correct.

13 Dated: Boston, Massachusetts  
14 June 4, 2025

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David A. Holley

**INDEX OF EXHIBITS**

- Exhibit 1. Curriculum Vitae of David Holley
- Exhibit 2. Consulting Agreement dated July 10, 2023, between ArciTerra Group LLC and D2 Consulting Group, LLC
- Exhibit 3. VBH PG, LLC Articles of Organization
- Exhibit 4. VBH PG, LLC FL Registration
- Exhibit 5. Brewhouse Fishville, LLC Articles of Organization
- Exhibit 6. Brewhouse I, LLC Articles of Organization
- Exhibit 7. Brewhouse Fishville, LLC Operating Agreement
- Exhibit 8. Brewhouse I, LLC EIN Issuance
- Exhibit 9. Brewhouse Fishville, LLC EIN Issuance
- Exhibit 10. Brewhouse I, LLC Reinstatement
- Exhibit 11. Brewhouse Fishville, LLC Consent in Lieu of Meeting
- Exhibit 12. Brewhouse Fishville, LLC Articles of Amendment
- Exhibit 13. Brewhouse Fishville, LLC Business Entity Report
- Exhibit 14. Brewhouse I, LLC Business Entity Report
- Exhibit 15. Brewhouse Fishville, LLC Change of Governing Person
- Exhibit 16. Brewhouse Fishville, LLC Change of Address
- Exhibit 17. Village Brewhouse, LLC Articles of Incorporation
- Exhibit 18. Village Brewhouse, LLC EIN Issuance
- Exhibit 19. Brewhouse Fishville, LLC Liquor License
- Exhibit 20. Brewhouse Fishville, LLC – PGFL Lease

230396999 v6  
230562794 v4

# EXHIBIT 1



## David A. Holley

J.D.

Partner

T: +1 617 570 3798

M: +1 646 358 6026

E: dholley@stoneturn.com

### Boston

75 State Street

Suite 1710

Boston, MA 02109

David A. Holley, a Partner with StoneTurn, has more than 30 years of investigative and risk consulting experience and frequently serves as a trusted advisor to corporations, law firms, audit committees, special committees of boards of directors and their counsel.

David has excelled in the management of high-stakes internal and cross-border investigations and is an expert at navigating and mitigating the business and legal challenges posed by doing business in high-risk jurisdictions and industries. He draws on his decades of private-sector experience to provide pragmatic solutions which integrate his investigative background with technology and regulatory expertise to provide clients with seamless approaches to solve critical business and legal problems.

David's investigative expertise spans diverse areas including: the exfiltration of confidential business information; regulatory investigations, such as the Foreign Corrupt Practices Act (FCPA) and anti-corruption investigations; Office of Foreign Asset Control (OFAC) and sanctions compliance investigations and consulting; internal investigations involving fraud, insider threats and third-party malfeasance; proxy and corporate control investigations and advice; reputational due diligence; the identification of potentially responsible parties in environmental contamination matters; and corporate governance and integrity advisory. David has also served as an independent third-party auditor in connection with National Security Agreements issued under the Committee on Foreign Investment in the United States (CFIUS).

### Education

Roger Williams University  
School of Law, J.D.

Boston University, B.A.  
Political Science

### Practice Areas

Investigations

National Security and Foreign  
Direct Investment

CFIUS Compliance

Anti-corruption

Business Intelligence

Due Diligence

Compliance & Monitoring

**David A. Holley, J.D.**

**Partner**

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Prior to StoneTurn, David held leadership positions at two risk consultancies, and headed the Boston office of a global consulting and risk mitigation firm for fifteen years. At the outset of his career, David worked with the Environmental Enforcement Section of the United States Department of Justice (DOJ) where he conducted investigations into some of the United States' most contaminated hazardous waste sites. In that capacity, he identified and built the liability case against potentially responsible parties at several Superfund sites. David's investigative work led to a Certificate of Commendation from the Assistant Attorney General of the Environment and Natural Resources Division of the DOJ.

David is a graduate of the Roger Williams University School of Law and Boston University, a member of the Foreign Investment Watch editorial board, a member of the International Association of Independent Compliance Monitors, a Senior Fellow with the Regulatory Compliance Association, and a Certified ISO 37001 Lead Auditor.

**David A. Holley, J.D.****Partner**

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## **SELECT PROFESSIONAL EXPERIENCE**

### **INTERNAL INVESTIGATIONS**

- Since 2000 and ongoing, David regularly conducts and/or supports investigations on behalf of a Fortune 300 manufacturer into alleged violations of the company's business code of conduct, including: self-dealing and non-arm's length transactions; misuse of company assets; trade secret theft and misappropriation; drug and narcotic misuse; trade compliance and sanctions; expense report abuse; product theft and resale; bribery and corruption; and conflicts of interest. In addition, David provides consulting in the areas of security, trade compliance, insider risk, and trade secret protection.
- On behalf of counsel to a medical examinations company, David led the investigation into the exfiltration of confidential business information, including customer lists, vendor agreements and other confidential information. The investigation involved the collection, hosting and review of thousands of emails, the forensic examination of a half-dozen computer hard drives, surveillance, public record research and interviews. The efforts identified sufficient evidence to allow counsel to obtain a temporary restraining order and ultimately a court order preventing the defendants from engaging in competitive activities for one year.
- At the request of the General Counsel to a large state university system, David led an investigation into allegations raised by a university professor that she was targeted for harassment due to her race, gender and immigration status, by a university administrator who questioned her bias in connection with her appointment to a search committee to assist with the identification of a new Assistant Dean for Diversity and Equity. The harassment consisted of media articles and social media attacks claiming the professor was a "BDS supporter." The investigation was highly publicized with David's employer coming under fire by the administrator. The investigation determined that while the administrator's actions were offense and likely in violation of university policy, there was no finding that the administrator targeted the professor for harassment due to her race, gender or immigration status. The report recommended additional investigation by the university for other identified policy violations.
- On behalf of the company's investors, David led an investigation into the mysterious resignations of several senior executives of a trade financing business. After reviewing over one hundred thousand emails, the team was able to piece together the framework for a competitive business, the formation of which commenced months earlier while still employed by the company. Computer forensics was undertaken on six computer hard drives utilized by the former executives and additional evidence established that in addition to setting up a competing business, the executives utilized company resources to get their new business operating and then diverted corporate opportunities to the new business, allowing counsel to file a sixteen-count complaint.
- At the request of counsel to the board of directors of a major financial institution, David co-led an investigation into whether the company's involvement in the development and sale of tax shelters in conjunction with its' outside auditor violated auditor independence rules. Instituted partially due to hearings by the Senate's

**David A. Holley, J.D.****Partner**

Permanent Subcommittee on Investigations, the investigation involved a detailed review of the financial institution's private wealth clients and the auditor-developed tax strategies sold to them. David and his team reviewed documents and emails, and conducted interviews of employees of the financial institution and the external auditor. The independent report was submitted to the United States Attorney's Office, the Securities and Exchange Commission (SEC) and the Internal Revenue Service (IRS), all of whom declined to conduct any further investigation.

- David conducted an internal inquiry on behalf of a major financial institution to understand the circumstances surrounding unfiled/unreported Suspicious Activity Filings (SARs). In addition to identifying the root cause of the failure to file the SARs, David's examination involved a reconciliation of thousands of potentially reportable incidents and recommendations on whether or not to file SARs in the questioned circumstances. He also assisted with restructuring the institution's anti-money laundering (AML) and corporate security departments to effectively monitor and investigate potential money laundering activity.
- On behalf of the board of directors of a utility company, David conducted an independent investigation to determine the circumstances surrounding the submission of inaccurate data to a U.S. regulatory commission. Working for outside counsel to the company's board, David and others reviewed tens of thousands of pages of documents and interviewed more than forty current and former employees and third parties, in order to establish the root causes for the faulty submission. As a result of the investigation, the regulatory authority declined to conduct its own investigation, instead relying on the independent inquiry.
- In another matter, on behalf of outside counsel for a U.S. corporation, David led an independent investigation into potential OFAC sanctions violations committed by the company's majority owned subsidiary in China. The investigation involved a multi-disciplinary, multi-lingual team of investigators and forensic accountants tasked with determining the ultimate destination and purchasers of hundreds of shipments of consumer goods. The investigation led to the identification of a number of collateral issues, including self-dealing, fraudulent shipping documentation and other improprieties. David prepared a report that quantified the shipments to sanctioned countries, which was submitted to OFAC. In addition, David worked with the client to develop policies and procedures to prevent the subsidiary from circumventing sanctions regulations in the future.
- On behalf of an international pharmaceutical company, David investigated the counterfeiting, distribution and sale of a controlled pharmaceutical. The three-month investigation located and identified the counterfeit drug manufacturing and distribution locations and methodologies, and resulted in a referral to the Federal Drug Administration's Office of Criminal Investigation. Ultimately, two participants pled guilty to the sale of counterfeit drugs and a third defendant was found guilty after a trial.
- David was part of a large investigative team retained by the target of a \$3 billion hostile takeover bid. The team developed factual information to be used in its public relations effort to prevent the takeover by the aggressor. After an extensive investigation, the investigative team was able to detail improper behavior in the chairman of the aggressor's background, a history of layoffs after prior takeovers despite promises to the contrary, conflicts in

**David A. Holley, J.D.****Partner**

contractual agreements with sovereigns and other negative information about the aggressor, which once made public in strategic media releases, convinced the aggressor to cease its attempts at a takeover.

## COMPLIANCE MONITORING

- Oversaw an international financial institution under a consent order with a state banking regulator for violating sanctions regulations by allowing transactions with sanctioned parties in Iran and elsewhere. During the course of the independent consultancy, David and his team undertook a review of the financial institution's sanctions compliance program, including: an assessment of all relevant policies and procedures; an examination of the firm's technology to assist with sanctions screening and interdiction; an evaluation of staffing; and an assessment of the financial institution's internal reporting, governance and management oversight of the sanctions compliance program. The results of the review were converted into recommendations for the financial institution to improve its sanctions compliance program. The balance of the year-long assignment involved oversight of the implementation of the recommendations, including the establishment of an industry-leading, internal organization to provide forward-looking advice to the financial institution on sanctions-related matters.
- David served as the lead auditor in connection with a technology company's CFIUS National Security Agreement requiring the company's founder to divest and separate from the company.

## CONSULTING

- On behalf of a private equity firm funding the purchase of a bolt-on acquisition for one of its holding companies, David conducted an assessment of the potential acquisition's FCPA, AML and trade compliance policies, procedures and capabilities. The review included interviews with key executives and those with responsibility for compliance oversight, an examination of the policies and procedures and testing of expenses and third-party payments. The report provided recommendations for improvement to be implemented post-closing.
- On behalf of a cryptocurrency company, David co-led an assessment of the company's senior management and Board of Directors pursuant to the New York State Department of Financial Services May 2023 Guidance Letter on Assessment of the Character and Fitness of Directors, Senior Officers, and Managers.
- David led an investigation into the leak of information from a Fortune 250 manufacturer in connection with the release of a new product. The investigation identified potential avenues by which the information loss may have occurred. Upon completion of the lengthy intellectual property loss investigation, developed a holistic strategy for minimizing the future loss of intellectual property and confidential information. David worked with the client to establish policies and procedures to manage its intellectual property and safeguard trade secret information, train all employees on the new policies, and provide recommendations to enhance the company's physical security at its largest facilities.
- Developed the anti-bribery and anti-corruption program for a Fortune 250 multinational company, including policies and procedures for third-party due diligence, travel and entertainment expenses, training, auditing, testing and continuous improvement.



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## ENVIRONMENTAL INVESTIGATIONS

- On behalf of a Fortune 500 company, David conducted an investigation to determine the potential source of a 14-mile plume of trichloroethylene (“TCE”) under his client’s property. After dozens of interviews, the review of thousands of pages of documents and discussions with scientists and regulatory authorities, David was able to demonstrate that the plume originated years earlier from another manufacturing facility several miles up gradient from his client’s property. The investigation spared David’s client more than \$100 million in response and clean-up costs.
- David co-led an investigation on behalf of a Fortune 500 company into the quantification of the company’s licensed exit signs containing tritium (“TES”). David, working with outside counsel, in-house counsel and subject matter science experts, performed a nationwide inventory of all TES to provide a “cradle to grave” assessment for each and every TES that was unaccounted for and to provide a root cause analysis for those that, after investigation, were not located.
- On behalf of a Fortune 1000 integrated energy company, David conducted an investigation to determine whether the company was liable for response and clean-up costs as a former owner or operator of eight historic manufactured gas plants. David’s investigation revealed that the client was not responsible for contamination at seven of the facilities, and only operated the eighth facility after it was converted to a natural gas facility thereby limiting the company’s liability at the eighth site.
- David’s client, a Fortune 250 manufacturer, received a potentially responsible party letter from a state environmental regulator alleging former operations contaminated a portion of a river with polychlorinated biphenyls (PCBs) and other persistent contaminants decades prior. David’s investigation determined that the company’s operations did not include the use of PCBs at the time the company operated the facility and therefore could not be liable for the PCB contamination. In addition, historic samplings of the river were located and compared to more recent samplings which demonstrated that there was no threat of release, as the contaminants were effectively “capped” beneath two feet of silt in the riverbed.
- On behalf of an international paper company facing liability for historic environmental contamination, David developed the corporate histories of several potentially responsible parties’ predecessors-in-interest dating back to the early 1840s. The investigation determined that the client was not responsible for the contamination at the site, as it had divested itself of all interest in the business prior to the commencement of hazardous waste generating activities.
- While with the United States DOJ’s Environmental Enforcement Section, David conducted an investigation which established the joint and several liability of the sole non-settling defendant in United States vs. William Davis, et al., in the United States District Court (D. of RI).

**David A. Holley, J.D.**

**Partner**

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## **PROFESSIONAL AFFILIATIONS / OTHER**

- International Association of Compliance Monitors, Certified Member, 2017 - present
- Regulatory Compliance Association, Senior Fellow, 2015 - present
- Professional Evaluation and Certification Board (PECD), ISO 37001 Certified Lead Auditor, 2017 - present

## **PROFESIONAL EXPERIENCE**

- StoneTurn Group, Partner (2022 - present)
- K2 Integrity, Executive Vice President (2018 - 2022)
- Berkeley Research Group, Senior Managing Director (2015 - 2018)
- Kroll, Senior Managing Director and Office Head (2000 - 2015)
- Investigative Group International, Senior Investigator (1995 - 2000)
- U.S. Department of Justice Environmental Enforcement Section, Litigation Support Specialist (1990 - 1995)

# EXHIBIT 2

## **CONSULTING AGREEMENT**

This Consulting Agreement (the "Agreement"), dated as of July 10, 2023, is between ArciTerra Group LLC ("ArciTerra") and D2 Consulting Group LLC, an Ohio limited liability company (the "Consultant").

### **Background**

A. ArciTerra is in the business of owning, managing and developing multi-tenant commercial properties, single tenant commercial properties and properties for development.

B. Consultant is in the business of, among other things, providing consulting services for property management, leasing, marketing and sale services for commercial properties.

C. ArciTerra, on behalf of itself and its affiliates, which include but are not limited to the entities listed on Exhibit A (the "Companies"), desires to engage Consultant to provide services described on Exhibit B (the "Services").

D. Consultant desires to provide the Services.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### **Agreement**

1. ArciTerra, on behalf of itself and each of the Companies, engages the Consultant to provide the Services and Consultant agrees to provide the Services.

2. ArciTerra shall pay Consultant the amount and in the manner described on Exhibit C.

3. The Consultant at all times shall be an independent Consultant and not an employee, servant, partner or joint venturer of ArciTerra or any of the Companies. The Consultant is solely responsible for (i) Consultant's own workers' compensation and liability insurance coverage, (ii) payment in a timely manner of all income and other taxes relating to this Agreement and payments the Consultant receives in connection with this Agreement, (iii) making any payments of estimated or withholding taxes required by law, and (iv) any other taxes, payments or other obligations of the Consultant. ArciTerra shall not be required to deduct, and shall not provide for deduction or payment from amounts due the Consultant under this Agreement for social security, withholding tax, payroll tax, unemployment deposits or taxes, or any other similar taxes, assessments or charges. ArciTerra shall issue an Internal Revenue Service Form 1099 to account for the Consultant's fees, and the Consultant shall be solely liable for any taxes or penalties with respect to his fees.

4. Bank Accounts; Other Authority. ArciTerra shall take any and all action necessary to provide Daniel DeCarlo as an authorized signatory to make deposits, write checks and otherwise manage the bank accounts needed to deliver the Services.

ArciTerra and Jon Larmore shall each execute powers of attorney granting Daniel DeCarlo authority to execute and deliver documents related to the financing, leasing and sale of properties owned by ArciTerra and any of the Companies.

5. Authority. Jonathan M. Larmore has full and complete authority to enter into this Agreement on behalf of ArciTerra and the Companies and grant Consultant and Daniel DeCarlo with authority to deliver the Services as described in this Agreement.

6. Termination. This Agreement may be terminated by either party upon 30 days prior written notice to the other party.

7. Representation. The Consultant expressly represents and warrants to ArciTerra that Consultant is not a party to any contract or agreement which will or may restrict in any way Consultant's ability to fully perform the Services.

8. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect, and performance. The parties consent to the exclusive jurisdiction of the courts of the State of Ohio in Franklin County, and the United States District Court for the Southern District of Ohio, Eastern Division, and waive any contention that any such court is an improper venue for enforcement of this Agreement.

9. Entire Understanding. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings, and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

**ArciTerra Group LLC**

By: \_\_\_\_\_

Name: Jonathan M. Larmore

CEO ArciTerra Companies  
Title: Fishermen's Village

**D2 Consulting Group LLC**

By: \_\_\_\_\_

Name: Daniel DeCarlo

Title: CEO, Principle

With respect to paragraph 5 of this Agreement:

  
\_\_\_\_\_  
Jonathan M. Larmore

**Exhibit A**

**List of Entities**



## ENTITY LIST

ENTITIES
1000 West Marion PG FL, LLC
1921 Gallatin Pike Nashville TN, LLC
2006 OPERATING PARTNERSHIP, L.P.
2513 E North Street Kendallville IN, LLC
412 Cross Oaks Mall Plainwell MI, LLC
5339 Elvis Presley Blvd. Memphis TN, LLC
5450 US Highway 80 East Pearl MS, LLC
60 Colonial Promenade Parkway Alabaster AL, LLC
601 Retta FL, LLC
601 Trenton Road McAllen TX, LLC
613 Retta FL, LLC
700 North Grand Avenue MT. Pleasant, IA, LLC
751 W Retta Esplande FL, LLC
752 SOUTH ANDY GRIFFITH PARKWAY MT AIRY NC, LLC
7525 PINE VALLEY LANE OWNER, LLC
8001 Vaughn Road Montgomery AL, LLC
81 Jameson lane Greenville AL, LLC
880 W MARION AVE FL, LLC
900 West Marion Avenue FL, LLC
ALOHA POP UP PRODUCTIONS, LLC
ARCITERRA AA BARBOURVILLE KY, LLC
ARCITERRA AA LINCOLN NE, LLC
ARCITERRA AA MANISTEE MI, LLC
ARCITERRA AA PAPILLION NE, LLC
ARCITERRA AA PEARL MS, LLC
ARCITERRA AA THEODORE AL, LLC
ARCITERRA AA WEST LIBERTY KY, LLC
ARCITERRA AZ SLIDELL LA, LLC
ARCITERRA AZ TEMPLE GA, LLC
ARCITERRA AZ WILLIS TX, LLC
ARCITERRA BELL YORK SC, LLC
ARCITERRA BP OLATHE KS, LLC
ARCITERRA CH NEW ORLEANS LA, LLC
Arciterra Commercial Property REIT, LP
Arciterra Commerical Property REIT, Inc.
Arciterra Companies, LLC
ARCITERRA CV LAFAYETTE LA, LLC
ARCITERRA CV TARPON SPRINGS FL, LLC
ARCITERRA DESIGN, LLC
ARCITERRA DG CAMPBELLSVILLE KY, LLC
ARCITERRA DG GREENVILLE KY, LLC
ARCITERRA DG JUNCTION CITY KY, LLC
ARCITERRA DG MEMPHIS TN, LLC
ARCITERRA DG NORTH BEND OH, LLC
ARCITERRA DG RAVENNA KY, LLC
ARCITERRA DG SHEPHERDSVILLE KY, LLC



## ENTITY LIST

ENTITIES
ARCITERRA DG SOUTH CHARLESTON OH, LLC
ARCITERRA DG WISTER OK, LLC
ARCITERRA DKS GRAND CHUTE WI, LLC
ARCITERRA FD BOWMAN SC, LLC
ARCITERRA FD EHRHARDT SC, LLC
ARCITERRA FD GREELEYVILLE SC, LLC
ARCITERRA FD PAXVILLE SC, LLC
ARCITERRA FD TUBERVILLE SC, LLC
ARCITERRA FESTIVAL MONTGOMERY AL, LLC
ARCITERRA GC JOHNSON CITY NY, LLC
ARCITERRA GREYSTONE HOOVER AL, LLC
ARCITERRA GROUP, LLC
ARCITERRA HD HENDERSONVILLE TN, LLC
ARCITERRA HD MCALLEN TX, LLC
ARCITERRA KLS JENSEN BEACH FL, LLC
ARCITERRA KLS WARSAW IN, LLC
ARCITERRA KLS WAUSAU WI, LLC
ARCITERRA MICHIGAN ROAD INDIANAPOLIS IN, LLC
ARCITERRA MOV GAL GODDARD KS, LLC
ARCITERRA MOV GAL PARK CITY KS, LLC
ARCITERRA MW NASHVILLE TN, LLC
ARCITERRA NATIONAL REIT, INC.
ARCITERRA NATIONAL REIT, LP
ARCITERRA NOBLE WEST NOBLESVILLE IN, LLC
ARCITERRA NOTE ADVISORS II, LLC
ARCITERRA OFF DEP PEARL MS, LLC
ARCITERRA OLATHE POINTE OLATHE KS LLC
ARCITERRA OPPORTUNITY FUND I, LLC
ARCITERRA OR BATTLE CREEK MI, LLC
ARCITERRA OS MT. PLEASANT IA, LLC
ARCITERRA REAL ESTATE INVESTMENT TRUST, INC.
ARCITERRA REGIONS LAMARQUE TX, LLC
ArciTerra REIT I Member, LLC
ARCITERRA REIT I MEMBER, LLC
ARCITERRA REIT I MEMBER, LLC
ARCITERRA REIT RSC, LP
ARCITERRA REIT, LP
ARCITERRA SHOPPES AT ALABASTER AL, LLC
ARCITERRA STAR LANCASTER OH, LLC
ARCITERRA STRATEGIC INCOME CORPORATION-BELLEVILLE CROSSING IL
ArciTerra Strategic Retail - Suffolk VA, LLC
ArciTerra Strategic Retail Advisor, LLC
ARCITERRA STRATEGIC RETAIL ADVISOR, LLC
ARCITERRA STRATEGIC RETAIL REIT, INC.
ArciTerra Strategic Retail-Elyria OH, LLC
ARCITERRA STRATEGIC RETAIL-PLAINFIELD VILLAGE IN, LLC

## ENTITY LIST

ENTITIES
ARCITERRA STRATEGIC RETAIL-PLAINFIELD VILLAGE IN, LLC
ARCITERRA STRATEGIC RETAIL-WHEATLAND IL, LLC
ARCITERRA S-W BURTON MI, LLC
ARCITERRA S-W KALAMAZOO MI, LLC
ARCITERRA S-W LORAIN OH, LLC
ARCITERRA USB BISMARCK ND, LLC
ARCITERRA USB NEW ALBANY OH, LLC
ARCITERRA USB ROCHESTER MN, LLC
ARCITERRA VERMONT INDIANAPOLIS IN, LLC
ARCITERRA VN CLARKSVILLE TN, LLC
ARCITERRA VN COLUMBIA TN LLC
ARCITERRA VN DICKSON TN, LLC
ARCITERRA VZ HOME GA, LLC
ARCITERRA VZ ROME GA, LLC
ARCITERRA WALCENT GREENVILLE AL, LLC
ARCITERRA WALCENT KENDALLVILLE IN, LLC
ARCITERRA WALCENT PLAINWELL MI, LLC
Arciterra Westgate Indianapolis Member, LLC
Arciterra Westgate Indianapolis IN II, LLC
ARCITERRA WESTGATE INDIANAPOLIS IN, LLC
ARCITERRA WG HOMETOWN IL, LLC
ARCITERRA WG KILMARNOCK VA, LLC
ARCITERRA WG MILWAUKEE WI, LLC
ARCITERRA WHITEFISH ADVISORS, LLC
ARCITERRA WHITEFISH OPPORTUNITY FUND, LLC
ARCITERRA WM DOUGLASVILLE GA, LLC
ASR REIT LP
AT 18 Mile Central SC, LLC
AT ALTUS Cumberland GA II, LLC
AT ALTUS CUMBERLAND GA, LLC
AT ALTUS Cumberland Member, LLC
AT ALTUS ECHELON IN, LLC
AT ALTUS ROSWELL GA, LLC
AT Auburn Plaza IN II, LLC
AT Auburn Plaza IN, LLC
AT Auburn Plaza Member, LLC
AT BELLEVILLE CROSSING IL-INLINE, LLC
AT BELLEVILLE CROSSING IL-OUTLOTS LLC
AT Bloomington IL, LLC
AT BOUTTE LA, LLC
AT BRIARGATE IL, LLC
AT BUENA VISTA GA, LLC
AT Canal Winchester OH, LLC
AT CASTLETON IN ASSOCIATION MANAGER, LLC
AT Castleton IN Member II, LLC
AT Castleton IN Member, LLC

## ENTITY LIST

ENTITIES
AT Castleton IN Member, LLC
AT Castleton IN Owner II, LLC
AT CASTLETON IN OWNER, LLC
AT CASTLETON IN OWNER, LLC
AT Castleton IN Owner, LLC
AT CEDARTOWN GA OUTLOT, LLC
AT CEDARTOWN GA, LLC
AT CENTERVILLE GA, LLC
AT COLONY FITZGERALD GA LLC
AT CONCORD, LLC
At Dillon SC Outlot, LLC
AT Eastman GA II, LLC
AT EASTMAN GA, LLC
AT EASTMAN GA, LLC
AT Eastman Member, LLC
AT Elyria OH Inline, LLC
AT Elyria OH Outlot, LLC
AT FL Construction, LLC
AT FORUM KY MEMBER II, LLC
AT FORUM KY MEMBER, LLC
AT Forum KY Member, LLC
AT FORUM LOUISVILLE KY II, LLC
AT HL Burlington IA II, LLC
AT HL BURLINGTON IA, LLC
AT HL Burlington Member, LLC
AT JEFFERSON CENTER FW IN OWNER, LLC
AT Jefferson Center FW IN, LLC
AT JPM LINDENHURST IL, LLC
AT LIMA PLAZA FW IN OWNER, LLC
AT Lima Plaza FW IN, LLC
AT LINDENHURST IL, LLC
AT Longview Member, LLC
AT LONGVIEW OUTLOT NORTHEAST, LLC
AT LONGVIEW OUTLOT WEST, LLC
AT Longview TX II, LLC
AT LONGVIEW TX, LLC
AT LUBBOCK TX, LLC
AT MAX FW IN OWNER, LLC
AT Max FW IN, LLC
AT Mayodan Member, LLC
AT Mayodan NC II, LLC
AT MAYODAN NC, LLC
AT MF VEGAS, LLC
AT MIDWAY ELYRIA OH, LLC
AT ML Leasehold HI, LLC
AT ML Management HI LLC



## ENTITY LIST

ENTITIES
AT MMH HI LLC
AT Mt. Pleasant Lot 2, LLC
AT NEW LENOX IL - GL, LLC
AT NEW LENOX IL- INLINE, LLC
AT New Lenox IL-Inline II, LLC
AT NEW LENOX IL-OUTLOTS, LLC
AT New Lenox-IL Member, LLC
At New West Clifton CO, LLC
AT Olathe Manager, LLC
AT OLATHE MANAGER, LLC
AT PINE VALLEY FW IN OWNER, LLC
AT Pine Valley FW IN, LLC
AT Plainfield Village IN II, LLC
AT Plainfield Village IN, LLC
AT Plainfield Village Member, LLC
AT PORTLAND COMMONS IN OWNER, LLC
AT Portland Commons IN, LLC
AT PT Danville IL II, LLC
AT PT DANVILLE IL, LLC
AT PT Danville Member, LLC
AT Salem IL Outlot, LLC
AT SALISBURY NC OUTLOT, LLC
AT SANDERSVILLE GA, LLC
AT Seven Hills Aurora CO II, LLC
AT SEVEN HILLS AURORA CO, LLC
AT Seven Hills Aurora CO, LLC
AT Seven Hills Aurora Member, LLC
AT STATESBORO SQUARE GA, LLC
AT Suffolk VA 2B-2, LLC
AT Suffolk VA 2B-3, LLC
AT Suffolk VA 2B-5, LLC
AT Suffolk VA 2B-6, LLC
At Suffolk VA BWW, LLC
AT Suffolk VA SC, LLC
AT SUWANEE DEPOT GA, LLC
AT Sweden Member, LLC
AT Sweden NY II, LLC
AT SWEDEN NY, LLC
AT SWEEDEN NY OUTLOT, LLC
AT TIFFANY SQUARE ROCKY MOUNT NC, LLC
AT TOWNE SQUARE ROME GA, LLC
AT Villa Platte LA II, LLC
AT Villa Platte Member, LLC
AT VILLE PLATTE LA, LLC
AT WHEATLAND NAPERVILLE IL, LLC
AT Wildwood Plaza MO, LLC

## ENTITY LIST

ENTITIES
ATA CHERRY CREEK IL, LLC
ATA CYPRESS TOWN CENTER TX, LLC
ATA FISHVILLE FL, LLC
ATA FISHVILLE MANAGEMENT, LLC
ATA FORUM LOUISVILLE KY, LLC
ATA FORUM LOUISVILLE, LLC
ATA HIRAM SQUARE GA, LLC
ATA Lanier Fayetteville GA II, LLC
ATA LANIER FAYETTEVILLE GA, LLC
ATA Lanier Fayetteville Member, LLC
ATA MERCADO ST. AUGUSTINE FL, LLC
ATA PALENCIA ST. AUGUSTINE FL, LLC
ATA PLAZA OK, LLC
ATA PRESTON PLAZA KY, LLC
ATA ROGERS BRIDGE GA, LLC
ATA STONE LITHONIA GA, LLC
ATA TRINITY PLACE TN, LLC
ATG REIT RSC, LP
BDS, L.L.C.
BDS, L.L.C. OF ALABAMA
Belleville IL Outlot 6, LLC
Black Point Rd, LLC
Brewhouse Center Court, LLC
CASTLETON SHOPPING CENTER MK DISPOSITION, LLC
Castleton Shopping Center MK Disposition, LLC
CHOVIA SHOPS MT AIRY NC, LLC
CSL INVESTMENTS, LLC
DB COMMERCIAL MANAGEMENT, LLC
Fishville Kiosk Member, LLC
FK TELLURIDE, LLC
FV Building 13, LLC
FV BUILDING 15, LLC
Glenrosa 32, LLC
HarbourView Marketplace, LLC
HarbourView Station West, LLC
HELENA STAR MT, LLC
HV GARDENS, LLC
JB Fishville Harbor Land LLC
JB Fishville Retail Land LLC
JB Forum Land, LLC
JB ML Land HI, LLC
JB OLATHE OUTLOT 2, LLC
JB RE Investments, LLC
JB Seven Hills, LLC
JB Seven Hills, LLC
JB Transportation, LLC

## ENTITY LIST

ENTITIES
JBM ACQUISITIONS LLC
JJ Restaurant Holdings, LLC
JML BC G4, LLC
JML MANAGER, LLC
JML Trust Manager, LLC
LABALME TRAIL, LLC
LEGAL FLOAT LENDING, LLC
LOUISVILLE RESTAURANT PARTNERS, LLC
LOWER 5629 ROCKRIDGE ROAD, LLC
LUTHERAN EYE CARE, LLC
Montgomery Mattress, LLC
Montgomery Mattress, LLC
MORRISON ISLAND, LLC
NORTH EAST WAWASEE, LLC
PG Hospitality, LLC
PG Waterfront Hospitality, LLC
PT PLAZA, LLC
SAML BAR AND GRILL, LLC
Spike Holdings AZ, LLC
STAR MT, LLC
STAR OH, LLC
THE EXCHANGE PLAINWELL MI, LLC
UPPER 5629 ROCKRIDGE ROAD, LLC
WALCENT ARKADELPHIA AK, LLC
WALCENT ELK/IN, LLC
WALCENT KENDALLVILLE IN, LLC
WALCENT LAWTON OK, LLC
WALCENT MORRILTON AK, LLC
WALCENT NEWC/IN, LLC
WALCENT PLAINWELL MI, LLC
WALCENT SHELBY MI, LLC
WALCENT SHOPS SUWANEE GA, LLC
WALCENT WAYNESBORO MS, LLC
WAWASEE WATERCRAFTS, LLC
Wheatland Crossing Owners Association
Wheatland Marketplace Lot 7 Condominium Assn.
WHITEFISH OPPORTUNITY FUND, LLC

## **Exhibit B**

### **Services**

- Power of Attorney for all Jon Larmore matters that pertain to entities in Exhibit A
  - Consulting Services;
    - Property Sales
    - Property Acquisitions
    - Property Management
    - Marketing and Sales
    - Strategy and Planning
    - Organizational Structure
    - Organizational Development
    - Planned commercial developments
    - New business ventures
      - Business Plans
      - Capital Funding
- Business Operations



## **Exhibit C**

### **Payment for Services**

1. Flat Fee: \$50,000/mo. beginning May 1, 2023, payable on the first day of each calendar month
2. Corporate Credit Card for business travel and expenses
3. Quarterly Attainment Bonus = \$100,000/qtr. Payable on the first day of each calendar quarter.

➤ Objectives;

- i. Reduction of Corporate Debt
- ii. Increase in Property Values
- iii. Settlement of Lawsuits
- iv. Launch of new business ventures
- v. Development and Stabilization of Organization
- vi. Driving Positive Cash Flow from Retained properties
- vii. Settlement of insurance claims
- viii. New Hires for open positions

Quarterly Bonus attainment will be at the discretion of Jonathan M Larmore



# EXHIBIT 3

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 05:11 PM 01/06/2022  
FILED 05:11 PM 01/06/2022  
SR 20220053130 - File Number 6567200

STATE OF DELAWARE  
CERTIFICATE OF FORMATION  
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is VBH PG, LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 1209 Orange Street (street), in the City of Wilmington, Zip Code 19801. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is National Registered Agents, Inc.

By:   
Authorized Person

Name: Jonathan M Larmore, Manager  
Print or Type

# EXHIBIT 4

**M2000011683**

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

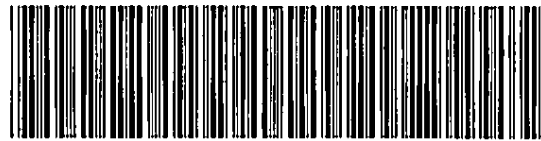
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

*Rec'd  
8-22-22*

Office Use Only



900391164979

07/19/22--01937--001 11:13:11

2022 AUG 22 AM 10:19  
CLERK OF STATE  
OF MASSACHUSETTS

FILED

AUG 23 2022

M. SOLOMON

**COVER LETTER**

**TO: Registration Section**  
**Division of Corporations**

**SUBJECT: VBH PG, LLC**

\_\_\_\_\_  
 Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Jazmin Villa, Transaction Manager

\_\_\_\_\_  
 Name of Person

Arciterra Companies, LLC

\_\_\_\_\_  
 Firm/Company

2701 E. Camelback Rd. Ste. 150

\_\_\_\_\_  
 Address

Phoenix, AZ 85016

\_\_\_\_\_  
 City/State and Zip Code

jazmin.villa@arciterra.com

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

RECEIVED  
 DEPARTMENT OF STATE  
 AUG 22 2023

2023 AUG 22 AM 10:19

FILED

For further information concerning this matter, please call:

Jazmin Villa, Transaction Manager

602

840-4648

at (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
 Name of Contact Person

\_\_\_\_\_  
 Area Code

\_\_\_\_\_  
 Daytime Telephone Number

**Mailing Address:**

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

**Street Address:**

Registration Section  
 Division of Corporations  
 The Centre of Tallahassee  
 2415 N. Monroe Street, Suite 810  
 Tallahassee, FL 32303

Enclosed is a check for the following amount:

Please make check payable to: **FLORIDA DEPARTMENT OF STATE**

☒ \$125.00 Filing Fee    ☐ \$130.00 Filing Fee & Certificate of Status    ☐ \$155.00 Filing Fee & Certified Copy    ☐ \$160.00 Filing Fee, Certificate of Status & Certified Copy

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS  
IN FLORIDA**

*IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:*

1. VBH PG, LLC  
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC")
- (If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C.," or "LLC.")
2. Delaware  
(Jurisdiction under the law of which foreign limited liability company is organized)
3. \_\_\_\_\_  
(FEI number, if applicable)
4. \_\_\_\_\_  
(Date first transacted business in Florida, if prior to registration)  
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability)
5. 2701 E. Camelback Rd Ste 150  
(Street Address of Principal Office)  
Phoenix, AZ 85016
6. 2701 E. Camelback Rd Ste 150  
(Mailing Address)  
Phoenix, AZ 85016

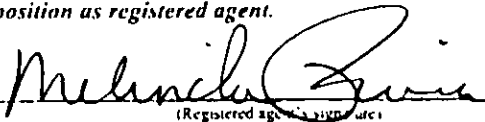
7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: NRAI Services, Inc.

Office Address: 1200 South Pine Island Road  
Plantation, Florida 33324  
(City) (Zip code)

**Registered agent's acceptance:**

*Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.*

  
(Registered agent's signature)

CLERK OF COURT  
CLERK OF COURT  
CLERK OF COURT

2022 AUG 22 AM 10:19

FILED

8. For initial indexing purposes, list names, title or capacity and addresses of the primary members/managers or persons authorized to manage [up to six (6) total]:

<u>Title or Capacity:</u>	<u>Name and Address:</u>	<u>Title or Capacity:</u>	<u>Name and Address:</u>
<input checked="" type="checkbox"/> Manager	Name: <u>Jonathan M. Larmore</u>	<input type="checkbox"/> Manager	Name: _____
<input type="checkbox"/> Member	Address: <u>2701 E Camelback Rd Ste 150</u>	<input type="checkbox"/> Member	Address: _____
<input type="checkbox"/> Authorized	<u>Phoenix, AZ 85016</u>	<input type="checkbox"/> Authorized	_____
Person	_____	Person	_____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Manager	Name: _____	<input type="checkbox"/> Manager	Name: _____
<input type="checkbox"/> Member	Address: _____	<input type="checkbox"/> Member	Address: _____
<input type="checkbox"/> Authorized	_____	<input type="checkbox"/> Authorized	_____
Person	_____	Person	_____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Manager	Name: _____	<input type="checkbox"/> Manager	Name: _____
<input type="checkbox"/> Member	Address: _____	<input type="checkbox"/> Member	Address: _____
<input type="checkbox"/> Authorized	_____	<input type="checkbox"/> Authorized	_____
Person	_____	Person	_____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

FILED  
 2023 AUG 22 AM 10:19  
 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

**Important Notice:** Use an attachment to report more than six (6). The attachment will be imaged for reporting purposes only. Non-indexed individuals may be added to the index when filing your Florida Department of State Annual Report form.

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

10. This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.



Signature of an authorized person

Jonathan M. Larmore

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "VBH PG, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTEENTH DAY OF AUGUST, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "VBH PG, LLC" WAS FORMED ON THE SIXTH DAY OF JANUARY, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.

A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

6567200 8300

SR# 20223264403

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 204164406

Date: 08-15-22

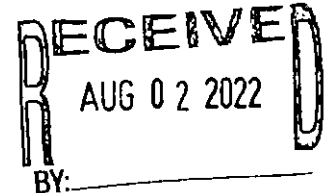




FLORIDA DEPARTMENT OF STATE  
Division of Corporations

July 27, 2022

JAZMIN VILLA, TRANSACTION MANAGER  
ARCITERRA COMPANIES, LLC  
2701 E. CAMELBACK RD., STE. 150  
PHOENIX, AZ 85016



SUBJECT: VBH PG, LLC  
Ref. Number: W22000098252

We have received your document for VBH PG, LLC and check(s) totaling \$125.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The certificate of existence must be issued within the last 90 days by the Secretary of State which has custody of the records in the jurisdiction under the laws of which the above listed entity is incorporated/organized.

*- included in envelope*

If you have any questions concerning the filing of your document, please call (850) 245-6051.

Mel Solomon  
Senior Section Administrator

Letter Number: 622A00016830

RECEIVED  
AUG 22 2022

# EXHIBIT 5

**APPROVED AND FILED**  
CONNIE LAWSON  
INDIANA SECRETARY OF STATE  
1/23/2015 7:44 AM

---

**ARTICLES OF ORGANIZATION**

---

Formed pursuant to the provisions of the Indiana Business Flexibility Act.

---

**ARTICLE I - NAME AND PRINCIPAL OFFICE**

---

BREWHOUSE FISHVILLE LLC

7530 CAPE COD DRIVE, INDIANAPOLIS, IN 46250

---

**ARTICLE II - REGISTERED OFFICE AND AGENT**

---

JEREMY HAMILTON

7530 CAPE COD DRIVE, INDIANAPOLIS, IN 46250

The Signator represents that the registered agent named in the application has consented to the appointment of registered agent.

---

**ARTICLE III – GENERAL INFORMATION**

---

What is the latest date upon which the entity is to Perpetual  
dissolve?:

Who will the entity be managed by?: Managers

Effective Date: 1/22/2015

Electronic Signature: JONATHAN M. LARMORE

State of Indiana

Office of the Secretary of State

CERTIFICATE OF ORGANIZATION

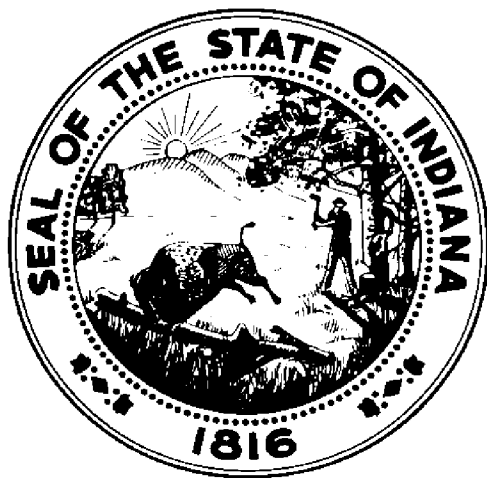
of

**BREWHOUSE FISHVILLE LLC**

I, Connie Lawson, Secretary of State of Indiana, hereby certify that Articles of Organization of the above Domestic Limited Liability Company (LLC) has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, January 22, 2015.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, January 23, 2015



*Connie Lawson*

CONNIE LAWSON,  
SECRETARY OF STATE

# EXHIBIT 6

**APPROVED AND FILED**  
CONNIE LAWSON  
INDIANA SECRETARY OF STATE  
1/23/2015 7:43 AM

---

**ARTICLES OF ORGANIZATION**

---

Formed pursuant to the provisions of the Indiana Business Flexibility Act.

---

**ARTICLE I - NAME AND PRINCIPAL OFFICE**

---

BREWHOUSE I LLC

7536 CAPE COD CIRCLE, INDIANAPOLIS, IN 46250

---

**ARTICLE II - REGISTERED OFFICE AND AGENT**

---

JEREMY HAMILTON

7530 CAPE COD DRIVE, INDIANAPOLIS, IN 46250

The Signator represents that the registered agent named in the application has consented to the appointment of registered agent.

---

**ARTICLE III – GENERAL INFORMATION**

---

What is the latest date upon which the entity is to Perpetual  
dissolve?:

Who will the entity be managed by?: Managers

Effective Date: 1/22/2015

Electronic Signature: JONATHAN M. LARMORE

State of Indiana

Office of the Secretary of State

CERTIFICATE OF ORGANIZATION

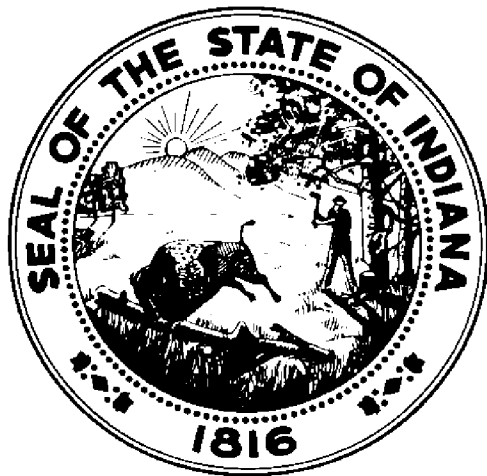
of

**BREWHOUSE I LLC**

I, Connie Lawson, Secretary of State of Indiana, hereby certify that Articles of Organization of the above Domestic Limited Liability Company (LLC) has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, January 22, 2015.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, January 23, 2015



*Connie Lawson*

CONNIE LAWSON,  
SECRETARY OF STATE

# EXHIBIT 7



**OPERATING AGREEMENT  
OF  
BREWHOUSE FISHVILLE, LLC**

This Operating Agreement (the "Agreement") is made and entered into as of January 23, 2015 by and between Brewhouse I, LLC (the "Sole Member"), and Brewhouse Fishville, LLC, an Indiana limited liability company (the "Company").

1. **Formation.** The Member has formed an Indiana limited liability company under the name "Brewhouse Fishville, LLC" pursuant to the State of Indiana Limited Liability Company Act (the "Act"), effective upon the filing of the Articles of Organization (the "Articles") for the Company on January 23, 2015.

2. **Principal Office and Place of Business.** The principal office and place of business (the "Principal Office") of the Company shall 7530 Cape Cod Drive, Indianapolis, IN 46250, or such other place as the Member from time to time shall determine.

3. **Agent for Service of Process.** The agent for service of process for the Company shall be National Registered Agents, Inc., 150 West Market Street, Suite 800 Marion County, Indianapolis, IN 46204, or such other person as the Manager shall appoint from time to time.

4. **Purpose.** The Company shall have the power to pursue any and all activities necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of such purposes as are determined from time to time by the Manager that are permissible under the Act, provided that the primary purpose of the Company shall be for the operation of a site down and take-out restaurant and brew pub serving "American" style food for leased premises located at Fisherman's Village, Punta Gorda, Florida 33950.

5. **Term.** The term of the Company shall commence on the filing date of the Articles and shall continue until dissolved.

6. **Capital Contributions.** The Member may make capital contributions to the Company in such amounts and at such times as the Member shall determine in the Member's sole discretion.

7. **Distributions of Available Cash Flow.** Distributions of available cash flow shall be made in such amounts and at such times as the Member shall determine in the Member's sole discretion.

8. **Management.** The manager ("Manager") of the Company shall be appointed by the Member. The Member shall be entitled to remove and appoint individuals and entities as Manager from time to time in the Member's for Cause or due to Disability, provided that in no event shall a Manager be removed while a corresponding Manager Guaranty exists. The initial Manager of the Company shall be Jonathan M. Larmore. Except as otherwise expressly provided herein, the Manager shall have full, exclusive and complete power to manage and control the business and affairs of the Company and shall have all of the rights and powers provided to a manager of a manager-managed limited liability company by law, including the power and authority to execute instruments and documents, to mortgage, acquire or dispose of



any real property, and to take any other actions on behalf of the Company, whether or not such actions are for carrying on the business of the Company in its usual way.

For purposes of this Section 8 (i), "Cause" shall mean (A) the continued willful or negligent failure by the Manager(s) to substantially perform his duties under this Agreement; (B) the commission by the Manager(s) of any act of fraud, embezzlement or dishonesty with the Company's assets; or (C) the conviction of the Manager(s) of a felony offense involving securities laws violation, antitrust laws, tax or financial reporting; *provided, however*, that "Cause" does not mean any act or omission that all of the Members consented to in writing; (ii), a "Disability" shall be deemed to occur if a licensed physician which does not have a preexisting relationship with any Member or its affiliates and is reasonably selected by majority of the Members certifies in writing that the Manager(s) is physically or mentally incapable of performing the duties prescribed under this Agreement and (iii) ("Manager Guaranty") means the Manager's or its direct or indirect principal owner's outstanding payment and/or performance guaranty of any loan obtained by Company.

9. **Banking Resolution.** The Manager shall open all banking accounts as the Manager deems necessary and enter into any deposit agreements as are required by the financial institution at which such accounts are opened. The Manager and such other persons or entities designated in writing by the Manager shall have signing authority with respect to such bank accounts. Funds deposited into such accounts shall be used only for the business of the Company.

10. **Indemnification.** The Company and its successors shall indemnify, defend and hold harmless the Member, Manager and any and all of their Affiliates (each, an "Indemnatee"), to the extent of the Company's assets, for, from and against any liability, damage, cost, expense, loss, claim or judgment incurred by the Indemnatee arising out of any claim based upon acts performed or omitted to be performed by the Indemnatee in connection with the business of the Company, including without limitation, attorneys' fees and costs incurred by the Indemnatee in settlement or defense of such claims. Notwithstanding the foregoing, no Indemnatee shall be so indemnified, defended or held harmless for claims based upon acts or omissions in breach of this Agreement or which constitute fraud, gross negligence, or willful misconduct. Amounts incurred by an Indemnatee in connection with any action or suit arising out of or in connection with Company affairs shall be reimbursed by the Company. "Affiliate" means a person or entity who, with respect to the Member or Manager: (a) directly or indirectly controls, is controlled by or is under common control with the Member or Manager; (b) owns or controls 10 percent or more of the outstanding voting securities of the Member or Manager; (c) is an officer, director, shareholder, partner or member of the Member or Manager; or (d) if the Member or Manager is an officer, director, shareholder, partner or member of any entity, the entity for which the Member or Manager acts in any such capacity.

11. **Liability.** No Indemnatee shall be personally liable, responsible, accountable in damages or otherwise to the Company for any act or omission performed or omitted by such Indemnatee in connection with the Company or its business. The Member's and Manager's liability for the debts and obligations of the Company shall be limited as set forth in the Act and other applicable law.



12. **Reimbursable Expenses.** The Company will reimburse the Member and Manager for all actual out-of-pocket third-party expenses incurred in connection with the carrying out of the duties set forth in this Agreement.

13. **Records.** The Manager shall keep or cause to be kept at the Principal Office of the Company the following: (a) a written record of the full name and business, residence or mailing address of the Member; (b) a copy of the initial Articles of Organization and all amendments thereto; (c) copies of all written operating agreements and all amendments to such agreements, including any prior written operating agreements no longer in effect; (d) copies of any written and signed promises by the Member to make capital contributions to the Company; (e) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years; (f) copies of any prepared financial statements of the Company for the three most recent years; and (g) minutes of every meeting as well as any written consents or actions taken without a meeting.

14. **Dissolution.** The Company shall be dissolved upon the election of the Member. A withdrawal event with respect to the Member shall not dissolve the Company, unless any assignees of the Member's interest do not elect to continue the Company and admit a member within 90 days of such withdrawal event.

15. **Filing Upon Dissolution.** As soon as possible following the dissolution of the Company, the Manager shall execute and file all notices and other documents required under the Act and any other applicable law.

16. **Liquidation.** Upon dissolution of the Company, it shall be wound up and liquidated as rapidly as business circumstances permit, the Manager shall act as the liquidating trustee, and the assets of the Company shall be liquidated and the proceeds thereof shall be paid (to the extent permitted by applicable law) in the following order: (a) first, to creditors, including the Member if the Member is a creditor, in the order and priority required by applicable law; (b) second, to a reserve for contingent liabilities to be distributed at the time and in the manner as the liquidating trustee determines in its sole discretion; and (c) third, to the Member.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles.

18. **Severability.** If any provision of this Agreement shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby.

19. **Binding Effect.** Except as otherwise provided herein, this Agreement shall inure to benefit of and be binding upon the Member and its respective successors and assigns.

20. **Titles and Captions.** All article, section and paragraph titles and captions contained in this Agreement are for convenience only and are not a part of the context hereof.

21. **Pronouns and Plurals.** All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the appropriate person may require.

22. **No Third Party Rights.** This Agreement is intended to create enforceable rights between the parties hereto only, and, except as expressly provided herein, creates no rights in, or obligations to, any other persons.

23. **Amendments.** This Agreement may not be amended except by a written document executed by the Member and the Company.

*[signature page immediately follows]*

The parties, intending to be legally bound, have executed this Operating Agreement effective as of the day and year first above written.

**SOLE MEMBER:**

**BREWHOUSE I, LLC**, an Indiana limited liability company

By: 

Jonathan M. Larmore

**COMPANY:**

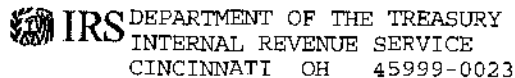
**BREWHOUSE FISHIVLLE, LLC**, an Indiana limited liability company

By: Jonathan M. Larmore, its Manager

By: 

Jonathan M. Larmore, Manager

# EXHIBIT 8



Date of this notice: 02-25-2015

Employer Identification Number:  
47-3240500

Form: SS-4

Number of this notice: CP 575 G

BREWHOUSE I LLC  
JON M LARMORE SOLE MBR  
2720 E CAMELBACK RD STE 220  
PHOENIX, AZ 85016

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

#### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-3240500. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

#### IMPORTANT REMINDERS:

- \* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is BREW. You will need to provide this information, along with your EIN, if you file your returns electronically.

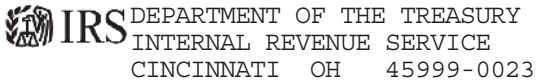
Thank you for your cooperation.



BREWHOUSE I LLC  
JON M LARMORE SOLE MBR  
2720 E CAMELBACK RD STE 220  
PHOENIX, AZ 85016



# EXHIBIT 9



Date of this notice: 03-10-2015

Employer Identification Number:  
47-3369895

Form: SS-4

Number of this notice: CP 575 G

BREWHOUSE FISHVILLE LLC  
% BREWHOUSE I LLC SOLE MBR  
2720 E CAMELBACK RD STE 220  
PHOENIX, AZ 85016

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-3369895. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is BREW. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

999999999999

Your Telephone Number      Best Time to Call  
(       )                      -

DATE OF THIS NOTICE: 03-10-2015

EMPLOYER IDENTIFICATION NUMBER: 47-3369895

FORM: SS-4

NOBOD

INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

BREWHOUSE FISHVILLE LLC  
% BREWHOUSE I LLC SOLE MBR  
2720 E CAMELBACK RD STE 220  
PHOENIX, AZ 85016

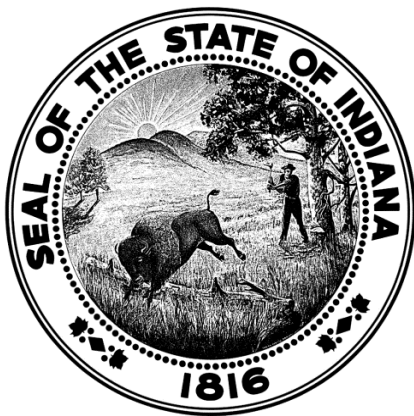
# EXHIBIT 10

**State of Indiana**  
**Office of the Secretary of State**

**Certificate of Reinstatement**  
**of**  
**BREWHOUSE I LLC**

I, HOLLI SULLIVAN, Secretary of State, hereby certify that an Application for Reinstatement of the above Domestic Limited Liability Company has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, April 19, 2022.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, April 20, 2022.

A handwritten signature in cursive script that reads "Holli Sullivan".

HOLLI SULLIVAN  
SECRETARY OF STATE

2015012300036 / 9391051

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

**APPROVED AND FILED**  
HOLLI SULLIVAN  
INDIANA SECRETARY OF STATE  
04/20/2022 08:18 AM

**APPLICATION FOR REINSTATEMENT**

**NAME AND PRINCIPAL OFFICE ADDRESS**

**BUSINESS ID** 2015012300036  
**BUSINESS TYPE** Domestic Limited Liability Company  
**BUSINESS NAME** BREWHOUSE I LLC  
**PRINCIPAL OFFICE ADDRESS** 2701 E Camelback Rd Ste 150, , Phoenix, AZ, 85016, USA

**DATE WHEN THE BUSINESS WAS ADMINISTRATIVELY DISSOLVED (OR REVOKED)**

**DATE** 08/04/2017

**YEARS FILED**

**YEARS** 2017/2018, 2019/2020, 2021/2022

**REGISTERED OFFICE AND ADDRESS**

**REGISTERED AGENT TYPE** Business Commercial Registered Agent  
**NAME** NATIONAL REGISTERED AGENTS, INC.  
**ADDRESS** 334 North Senate Avenue, Indianapolis, IN, 46204, USA  
**SERVICE OF PROCESS EMAIL** CTSOPReceipt@wolterskluwer.com

**GOVERNING PERSON INFORMATION**

**TITLE** Manager  
**NAME** Jonathan M Larmore  
**ADDRESS** 2701 E Camelback Rd Ste 150, Phoenix, AZ, 85016, USA

**ASSUMED BUSINESS NAME(S) RETURNED TO ACTIVE STATUS**

No records.

**APPROVED AND FILED**  
HOLLI SULLIVAN  
INDIANA SECRETARY OF STATE  
04/20/2022 08:18 AM

**ASSUMED BUSINESS NAME(S) ADMINISTRATIVELY CANCELLED**

The following Assumed Business Names remain administratively cancelled due to the fact that they are not distinguishable on the record. See IC 23-0.5-3-1(a).

No records.

**SIGNATURE**

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **April 19, 2022**

THE UNDERSIGNED ACKNOWLEDGES THAT A PERSON COMMITS A CLASS A MISDEMEANOR BY SIGNING A DOCUMENT THAT THE PERSON KNOWS IS FALSE IN A MATERIAL RESPECT WITH THE INTENT THAT THE DOCUMENT BE DELIVERED TO THE SECRETARY OF STATE FOR FILING.

**SIGNATURE**

Jonathan M Larmore

**TITLE**

Manager

Business ID : 2015012300036

Filing No. : 9391051



INDIANA DEPARTMENT OF REVENUE  
100 N SENATE AVE  
INDIANAPOLIS IN 46204-2253

**Indiana Department of Revenue**

Eric J. Holcomb, Governor  
Bob Grennes, Commissioner



BREWHOUSE I LLC  
7536 CAPE COD CIR  
INDIANAPOLIS IN 46250-3801

FEIN 47-3240500  
Letter ID L0003454456  
Date Issued March 29, 2022

### Certificate of Clearance for Reinstatement

To: Secretary of State  
Business Services Division

BREWHOUSE I LLC has filed with the Department of State Revenue an affidavit, Form AD-19, disclosing that the corporation is applying for a Certificate of Reinstatement from the Secretary of State, and requesting a Certificate of Clearance from this department stating all taxes and fees owed by the corporation have been paid.

An examination of the corporation's existing accounts for listed taxes and fees required to be administered or collected by the department has determined that all taxes, fees, interest, and penalties due have been paid or satisfied. Execution of the document does not preclude the department from future examination and adjustment of the corporation's Indiana tax accounts for any period.

**This Certificate of Clearance shall be null and void sixty (60) days after its date of issue.**

Bob Grennes, Commissioner  
Indiana Department of Revenue

Laura Bates, Processing Manager  
Tax Administration

By: Sonja Tooson

Instructions to the corporation:

You are to include this letter along with the other documents constituting your **Application for Reinstatement** (SF4160). Do Not Mail this letter separately to the Secretary of State unless you are so directed.



# EXHIBIT 11

**WRITTEN CONSENT TO RESOLUTIONS**  
**OF THE SOLE MANAGER**  
**BREWHOUSE FISHVILLE, LLC**  
**IN LIEU OF A SPECIAL MEETING**

The undersigned, being the sole Manager of **BREWHOUSE FISHVILLE, LLC**, an Indiana limited liability company organized and existing under the laws of the State of Indiana (the "Company"), does hereby waive all notice and consent to the following action to be taken by the Company in lieu of the first meeting of the sole Manager:

**I**

**Removal of Authorized Signatory**

**BE IT RESOLVED**, that Jeremy Hamilton (a "Removed Signatory"), hereby is to be withdrawn as an authorized signatory from, and including without limitation to, any and all bank checking, saving or other bank accounts of the Company effectively immediately, including, without limitation, that certain Chase Bank account with account number 789078081. The Removed Signatory is no longer authorized to open, execute, file, initiate or monitor related banking transactions on behalf of the Company including checking, saving and other accounts, deposit funds, and other related financial transactions and documents.

**BE IT RESOLVED**, that Jeremy Hamilton hereby effective immediately is removed as Statutory Officer of the Company and is replaced with Jonathan M. Larmore.

**II**

**Miscellaneous**

**BE IT RESOLVED**, that this Written Consent shall be filed in the Records Book of the Company with the minutes of Manager's meetings.

**BE IT RESOLVED**, that Brewhouse I, LLC is and has always been the Sole Member of the Company.

**EXECUTED** and **EFFECTIVE** as of the 9th day of March, 2022.

SOLE MANAGER:



Jonathan M. Larmore, Manager

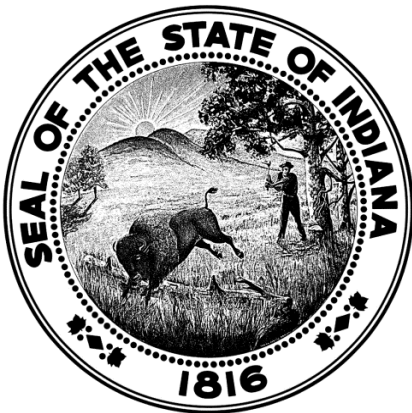
# EXHIBIT 12

**State of Indiana**  
**Office of the Secretary of State**

Certificate of Amendment  
of  
**BREWHOUSE FISHVILLE LLC**

I, HOLLI SULLIVAN, Secretary of State, hereby certify that Articles of Amendment of the above Domestic Limited Liability Company have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, September 07, 2022.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, September 08, 2022

A handwritten signature in cursive script that reads "Holli Sullivan".

HOLLI SULLIVAN  
SECRETARY OF STATE

2015012300041 / 9553000

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

**APPROVED AND FILED**  
HOLLI SULLIVAN  
INDIANA SECRETARY OF STATE  
09/08/2022 09:02 AM

**ARTICLES OF AMENDMENT**

**ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS**

**BUSINESS ID** 2015012300041  
**BUSINESS TYPE** Domestic Limited Liability Company  
**BUSINESS NAME** BREWHOUSE FISHVILLE LLC  
**PRINCIPAL OFFICE ADDRESS** 2701 E Camelback Rd Ste 150, Suite 200, Phoenix, AZ, 85016, USA  
**DATE AMENDMENT WAS ADOPTED** 09/07/2022

**EFFECTIVE DATE**

**EFFECTIVE DATE** 09/07/2022  
**EFFECTIVE TIME** 01:49PM

**ARTICLE I - GOVERNING PERSON INFORMATION**

**DATE OF ADOPTION** 09/07/2022

**TITLE** Manager  
**NAME** Jonathan M Larmore  
**ADDRESS** 2701 E Camelback Rd Ste 150, Phoenix, AZ, 85016, USA

**TITLE** Member  
**NAME** Brewhouse I LLC  
**ADDRESS** 2701 E Camelback Rd Ste 150, Phoenix, AZ, 85016, USA

**MANAGEMENT INFORMATION**

**THE LLC WILL BE MANAGED BY MANAGER(S)** Yes  
**IS THE LLC A SINGLE MEMBER LLC?** Yes

**APPROVED AND FILED**  
HOLLI SULLIVAN  
INDIANA SECRETARY OF STATE  
09/08/2022 09:02 AM

**SIGNATURE**

THE MANNER OF THE ADOPTION OF THE ARTICLES OF BUSINESS AMENDMENT CONSTITUTE FULL LEGAL COMPLIANCE WITH THE PROVISIONS OF THE ACT, AND THE ARTICLES OF ORGANIZATION.

THE UNDERSIGNED MANAGER OR MEMBER OF THIS LIMITED LIABILITY COMPANY EXISTING PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS FLEXIBILITY ACT DESIRES TO GIVE NOTICE OF ACTION EFFECTUATING BUSINESS AMENDMENT OF CERTAIN PROVISIONS OF ITS ARTICLES OF ORGANIZATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **September 7, 2022**.

THE UNDERSIGNED ACKNOWLEDGES THAT A PERSON COMMITS A CLASS A MISDEMEANOR BY SIGNING A DOCUMENT THAT THE PERSON KNOWS IS FALSE IN A MATERIAL RESPECT WITH THE INTENT THAT THE DOCUMENT BE DELIVERED TO THE SECRETARY OF STATE FOR FILING.

**SIGNATURE**

Jonathan M Larmore

**TITLE**

Manager

Business ID : 2015012300041

Filing No. : 9553000

# EXHIBIT 13

**APPROVED AND FILED**  
DIEGO MORALES  
INDIANA SECRETARY OF STATE  
01/30/2023 03:47 PM

**BUSINESS ENTITY REPORT****NAME AND PRINCIPAL OFFICE ADDRESS**

**BUSINESS ID** 2015012300041  
**BUSINESS TYPE** Domestic Limited Liability Company  
**BUSINESS NAME** BREWHOUSE FISHVILLE LLC  
**ENTITY CREATION DATE** 01/22/2015  
**JURISDICTION OF FORMATION** Indiana  
**PRINCIPAL OFFICE ADDRESS** 2701 E Camelback Rd Ste 150, Suite 200, Phoenix, AZ, 85016, USA

**YEARS FILED**

**YEARS** 2023/2024

**EFFECTIVE DATE**

**EFFECTIVE DATE** 01/30/2023  
**EFFECTIVE TIME** 3:47 PM

**REGISTERED OFFICE AND ADDRESS**

**REGISTERED AGENT TYPE** Business Commercial Registered Agent  
**NAME** NATIONAL REGISTERED AGENTS, INC.  
**ADDRESS** 334 North Senate Avenue, Indianapolis, IN, 46204, USA

**GOVERNING PERSON INFORMATION**

**TITLE** Manager  
**NAME** Jonathan M Larmore  
**ADDRESS** 2701 E Camelback Rd Ste 150, Phoenix, AZ, 85016, USA

**TITLE** Member  
**NAME** Brewhouse I LLC  
**ADDRESS** 2701 E Camelback Rd Ste 150, Phoenix, AZ, 85016, USA



**APPROVED AND FILED**  
DIEGO MORALES  
INDIANA SECRETARY OF STATE  
01/30/2023 03:47 PM

**SIGNATURE**

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **January 30, 2023**.

THE UNDERSIGNED ACKNOWLEDGES THAT A PERSON COMMITS A CLASS A MISDEMEANOR BY SIGNING A DOCUMENT THAT THE PERSON KNOWS IS FALSE IN A MATERIAL RESPECT WITH THE INTENT THAT THE DOCUMENT BE DELIVERED TO THE SECRETARY OF STATE FOR FILING.

**SIGNATURE**

Jonathan M. Larmore

**TITLE**

Manager

Business ID : 2015012300041

Filing No. : 9730288

# EXHIBIT 14

**APPROVED AND FILED**  
DIEGO MORALES  
INDIANA SECRETARY OF STATE  
01/24/2025 02:36 PM

**BUSINESS ENTITY REPORT**

**NAME AND PRINCIPAL OFFICE ADDRESS**

**BUSINESS ID** 2015012300036  
**BUSINESS TYPE** Domestic Limited Liability Company  
**BUSINESS NAME** BREWHOUSE I LLC  
**ENTITY CREATION DATE** 01/22/2015  
**JURISDICTION OF FORMATION** Indiana  
**PRINCIPAL OFFICE ADDRESS** 1200 W. Retta Esplanade, Unit G-37, Punta Gorda, FL, 33950, USA

**YEARS FILED**

**YEARS** 2025/2026

**EFFECTIVE DATE**

**EFFECTIVE DATE** 01/24/2025  
**EFFECTIVE TIME** 11:26 AM

**REGISTERED OFFICE AND ADDRESS**

**REGISTERED AGENT TYPE** Business Commercial Registered Agent  
**NAME** CAPITOL CORPORATE SERVICES, INC.  
**ADDRESS** 150 W MARKET ST STE 400, Indianapolis, IN, 46204, USA

**GOVERNING PERSON INFORMATION**

**TITLE** MGR, In His Sole Capacity as Receiver  
**NAME** Allen D. Applbaum  
**ADDRESS** 1200 W. Retta Esplanade, Unit G-37, Punta Gorda, FL, 33950, USA

**APPROVED AND FILED**  
DIEGO MORALES  
INDIANA SECRETARY OF STATE  
01/24/2025 02:36 PM

**SIGNATURE**

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **January 24, 2025**.

THE UNDERSIGNED ACKNOWLEDGES THAT A PERSON COMMITS A CLASS A MISDEMEANOR BY SIGNING A DOCUMENT THAT THE PERSON KNOWS IS FALSE IN A MATERIAL RESPECT WITH THE INTENT THAT THE DOCUMENT BE DELIVERED TO THE SECRETARY OF STATE FOR FILING.

**SIGNATURE**

David Holley

**TITLE**

Authorized Agent

Business ID : 2015012300036

Filing No. : 10672394

# EXHIBIT 15

**APPROVED AND FILED**  
DIEGO MORALES  
INDIANA SECRETARY OF STATE  
03/18/2024 03:08 PM

**CHANGE OF GOVERNING PERSON**

**NAME AND PRINCIPAL OFFICE ADDRESS**

**BUSINESS ID** 2015012300041  
**BUSINESS TYPE** Domestic Limited Liability Company  
**BUSINESS NAME** BREWHOUSE FISHVILLE LLC  
**PRINCIPAL OFFICE ADDRESS** 2701 E Camelback Rd Ste 150, Suite 200, Phoenix, AZ, 85016, USA

**EFFECTIVE DATE**

**EFFECTIVE DATE** 03/18/2024  
**EFFECTIVE TIME** 03:05PM

**GOVERNING PERSON INFORMATION**

**TITLE** Manager  
**NAME** Jeremy Hamilton  
**ADDRESS** 7525 Pine Valley Lane, Indianapolis, IN, 46250, USA

**SIGNATURE**

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **March 18, 2024**.

THE UNDERSIGNED ACKNOWLEDGES THAT A PERSON COMMITS A CLASS A MISDEMEANOR BY SIGNING A DOCUMENT THAT THE PERSON KNOWS IS FALSE IN A MATERIAL RESPECT WITH THE INTENT THAT THE DOCUMENT BE DELIVERED TO THE SECRETARY OF STATE FOR FILING.

**SIGNATURE** Jeremy Hamilton  
**TITLE** Manager

Business ID : 2015012300041  
Filing No. : 10264243

# EXHIBIT 16

**APPROVED AND FILED**  
DIEGO MORALES  
INDIANA SECRETARY OF STATE  
03/18/2024 03:11 PM

**CHANGE OF PRINCIPAL OFFICE ADDRESS**

**NAME AND PRINCIPAL OFFICE ADDRESS**

**BUSINESS ID** 2015012300041  
**BUSINESS TYPE** Domestic Limited Liability Company  
**BUSINESS NAME** BREWHOUSE FISHVILLE LLC  
**PRINCIPAL OFFICE ADDRESS** 7525 Pine Valley Lane, Indianapolis, IN, 46250, USA

**EFFECTIVE DATE**

**EFFECTIVE DATE** 03/18/2024  
**EFFECTIVE TIME** 3:11 PM

**SIGNATURE**

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **March 18, 2024**.

THE UNDERSIGNED ACKNOWLEDGES THAT A PERSON COMMITS A CLASS A MISDEMEANOR BY SIGNING A DOCUMENT THAT THE PERSON KNOWS IS FALSE IN A MATERIAL RESPECT WITH THE INTENT THAT THE DOCUMENT BE DELIVERED TO THE SECRETARY OF STATE FOR FILING.

**SIGNATURE** Jeremy Hamilton  
**TITLE** Manager

Business ID : 2015012300041  
Filing No. : 10264251



# EXHIBIT 17

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

**L18000249995  
FILED 8:00 AM  
October 24, 2018  
Sec. Of State  
vherring**

**Article I**

The name of the Limited Liability Company is:

VILLAGE BREWHOUSE, LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:

5252 E. 82ND STREET  
SUITE 200  
INDIANAPOLIS, IN. 46250

The mailing address of the Limited Liability Company is:

5252 E. 82ND STREET  
SUITE 200  
INDIANAPOLIS, IN. 46250

**Article III**

The name and Florida street address of the registered agent is:

JEREMY HAMILTON  
1200 W. RETTA ESPLANADE  
SUITE 57A  
PUNTA GORDA, FL. 33950

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: JEREMY HAMILTON

### **Article IV**

The name and address of person(s) authorized to manage LLC:

Title: MGR  
JEREMY HAMILTON  
5252 E. 82ND STREET, SUITE 200  
INDIANAPOLIS, IN. 46250

**L18000249995**  
**FILED 8:00 AM**  
**October 24, 2018**  
**Sec. Of State**  
vherring

### **Article V**

The effective date for this Limited Liability Company shall be:

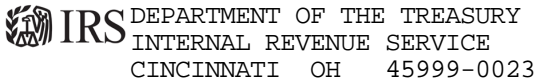
10/24/2018

Signature of member or an authorized representative

Electronic Signature: JEREMY HAMILTON

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

# EXHIBIT 18



Date of this notice: 11-09-2018

Employer Identification Number:  
83-2488162

Form: SS-4

Number of this notice: CP 575 G

VILLAGE BREWHOUSE LLC  
JONATHAN M LARMORE SOLE MBR  
2701 E CAMELBACK RD STE 150  
PHOENIX, AZ 85016

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

#### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-2488162. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

#### IMPORTANT REMINDERS:

- \* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is VILL. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

999999999999

Your Telephone Number      Best Time to Call  
(       )                      -

DATE OF THIS NOTICE: 11-09-2018

EMPLOYER IDENTIFICATION NUMBER: 83-2488162

FORM: SS-4

NOBOD

INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

VILLAGE BREWHOUSE LLC  
JONATHAN M LARMORE SOLE MBR  
2701 E CAMELBACK RD STE 150  
PHOENIX, AZ 85016

# EXHIBIT 19





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DIV OF ALCOHOLIC BEVERAGES & TOBACCO**

THE RETAILER OF ALCOHOLIC BEVERAGES HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 561, FLORIDA STATUTES

SERIES: 4COP TYPE: SFS  
CONSUMPTION ON PREMISES ONLY

**BREWHOUSE FISHVILLE LLC**

BREWHOUSE FISHVILLE LLC  
1200 W RETTA ESPLANADE  
#37 G  
PUNTA GORDA FL 33950

**LICENSE NUMBER: BEV1801877**

**EXPIRATION DATE: MARCH 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 03/03/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





# EXHIBIT 20

**FISHERMEN’S VILLAGE MASTER LEASE**  
(Brewhouse)

THIS FISHERMEN’S VILLAGE MASTER LEASE (“Lease”) is made effective as of the date the Landlord and Tenant hereto have signed below (“Effective Date”) by and between **VBH PG, LLC**, a Florida limited liability company, by and through **ALLEN D. APPLBAUM**, solely in his capacity as the duly-appointed receiver and **PGFL ASSOCIATES, LLC**, a Florida limited liability company solely in its capacity as the duly-appointed receiver of **ATA FISHVILLE FL, LLC**, an Arizona limited liability company (“Landlord”).

***WITNESSETH***

**WHEREAS**, Landlord is the owner of the Premises, which is a mixed-use retail shopping center known as Fishermen’s Village; and

**WHEREAS**, Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant the Premises according to the terms and conditions of this Lease.

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth, and in the further consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**1. DEFINITIONS.** All defined terms in the FISHERMEN’S VILLAGE DATA SHEET shall have the same meaning and effect in this Lease and are incorporated herein by reference. The FISHERMEN’S VILLAGE DATA SHEET is attached hereto as Exhibit A, and made a part hereof (the “Data Sheet”). The term Rent shall include “Base Rent” and “Additional Rent.” The following Exhibits listed below are incorporated in the Lease by this reference and are to be construed as part of this Lease:

- “Exhibit A”- Data Sheet
- “Exhibit B”- Premises
- ”Exhibit C” - Rules and Regulations
- ”Exhibit D” - Rent Schedule
- ”Exhibit E” - Personal Guarantee

**2. PREMISES.** Landlord in consideration of the Rent agreed to be paid by Tenant and of the covenants and agreements hereinafter expressed in this Lease and to be performed by Tenant does hereby lease the Premises to Tenant under the terms, conditions and provisions hereinafter set and, subject and subordinate to all liens, encumbrances, easements, restrictions, covenants, zoning ordinances and any and all other governmental laws, rules, regulations and ordinances now or hereafter affecting or governing the Fisherman’s Village and any rules and regulations implemented by Landlord for Fisherman’s Village from time to time, provided the same are applied and enforced in an equitable and substantially similar manner for similarly situated tenants. The Premises shall include only the space and appurtenances specifically demised and granted in this Lease, with Landlord hereby specifically excepting and reserving for and unto itself, the roof, the air space above the roof, the space and ground below the floor, the dividing walls between the Premises and the adjoining premises within and the exterior walls of the

Premises and Fishermen's Village, including the storefront, and the right to install, maintain, use, repair and replace conduits, utility lines, wires and pipes in the Premises. Except as expressly provided herein, Tenant shall take possession of the Premises in its "AS IS" condition.

### 3. **RENT.**

a. **Payments.** Tenant agrees to pay Landlord the Base Rent in equal monthly installments the first of every month during the Term. The first payment shall be paid on the Lease Commencement Date and shall include be paid within five (5) days of the date Landlord and Tenant hereto have signed below. Tenant covenants to pay all Rent and Expenses when due and payable without any set off, deduction or demand whatsoever.

b. **Lease Year.** The first "Lease Year" commences on the Lease Commencement Date and shall end after a period of twelve (12) full consecutive calendar months, and each "Lease Year" thereafter shall refer to each and every consecutive twelve (12) month period during the Term. For the purposes of "Lease Commencement Date", "Rent Commencement Date", and "Base Rent Schedule", see the Data Sheet and Exhibit "D".

c. **Additional Rent.** Any Expenses incurred by Landlord during the Term, including, but not limited to, Taxes, Expenses for maintaining and operating the Common Areas, reasonable Expenses for collecting Rent or Expenses or to correct violation of any of Tenant's obligations hereunder or any other breach of Tenant shall be deemed Additional Rent. Tenant shall also be obligated to pay, as Additional Rent, all applicable sales tax or other tax assessed or imposed on or as a result of base rent and/or additional rent as required by the laws of the State of Florida and/or the county and/or municipality in which the Premises is located. Except as otherwise provided herein, any Additional Rent becomes due with the next installment of Rent due after receipt of five (5) days' notice.

d. **Net Lease.** The Rent shall be absolutely and unconditionally net to Landlord of any and all of Landlord's sums, charges, payments, Expenses (collectively "Expenses"), insurance, Common Area Expenses, and Taxes.

e. **Option To Renew.** If Tenant is not then in default of the terms, covenants and conditions herein contained, Tenant shall have the option to renew this Lease for the terms stated on the Data Sheet under section "OPTION TO RENEW". In the event Tenant desires to exercise said option(s), Tenant shall give written notice of such fact to Landlord not less than six (6) months prior to the expiration of the then current term of this Lease.

**4. GROSS SALES.** Within thirty (30) days after the end of each calendar year, Tenant will furnish to Landlord a statement in writing certified by Tenant to be correct, showing Gross Sales during such calendar year. "Gross Sales" shall mean the gross sum of the actual sales prices of all goods, wares and merchandise sold, leased, licensed, or delivered and the actual charges for all services performed by Tenant or by any subtenant, licensee or concessionaire in, at, from or arising out of the use of the Premises, whether for wholesale, retail, cash, credit, or trade-ins or otherwise, without reserve or deduction for inability or failure to collect. Gross Sales shall include, without limitation, sales and services (a) where the orders therefor originate in, at, from, or arising out of the use of the Premises, whether delivery or performance is made from the Premises or from some other place, (b) made or performed by mail, telephone, telegraph, facsimile, e-mail, computer or internet orders received at or delivered for the Premises, and (c) which Tenant or any subtenant, licensee, concessionaire or other person in the normal and customary course of its business would credit or attribute to its operations at the Premises or any part thereof. Any sums deposited with and forfeited to Tenant shall be included in Gross Sales. Each installment or credit sale or lease contract shall be treated as a sale or lease for the full price in the month during which such sale is made, regardless of whether or when Tenant receives payment therefor. No franchise or capital stock tax and no income or similar tax based on income or profits shall be deducted from Gross Sales. No deductions from Gross Sales shall be made for any amounts not originally included in Tenant's Gross Sales (including returns of internet purchases).

**5. TAXES.** Tenant shall pay as Additional Rent, promptly when due, any Tax levied against the Premises attributable to Tenant's use, misuse, or tangible personal property, including but not limited to, alterations, improvements, trade fixtures, furnishings, equipment, merchandise, stock-in-trade and inventory, placed in or about the Premises by Tenant. "Taxes" shall include all real property ad valorem taxes, non-ad valorem taxes, assessments, special taxing districts, sales tax, sur taxes, impact fees, sewer tap fees, and any other fee, charge, assessment, or tax imposed upon the Premises by a Governing Body of Law (hereafter defined).

**6. PENALTY FOR LATE PAYMENT.** In the event any Rent or other charges due hereunder shall not be paid within ten (10) days of due date thereof, in addition to, and not in substitution for, any other rights Landlord may have, Tenant shall pay Landlord a late payment fee of five percent (5%) of the amount of such late payments. Tenant shall pay a fee of \$50 for each returned check. Rent and other charges shall be deemed paid when actually received by Landlord.

**7. COMMON USE AREAS.**

a. **Description.** The term "Common Area" means the entire areas designated by Landlord for common use or benefit of the tenants of Fisherman's Village and their invitees within or near Fishermen's Village, including, but not by way of limitation, parking areas, driveways, landscaped and vacant areas, passages for trucks and automobiles, areaways, loading docks, roads, walks, curbs, corridors, courts and arcades, together with facilities such as washrooms, comfort rooms, lounges, drinking fountains, toilets, settling ponds located within or outside of Fishermen's Village, if any.

b. **Common Area Management.** The Common Areas shall at all times be subject to the exclusive control and management of Landlord and may be expanded, contracted or

changed by Landlord from time to time as deemed desirable. Subject to reasonable, non-discriminatory rules and regulations to be promulgated by Landlord, the Common Area is hereby made available for the purposes for which constructed to Tenant and its employees, officers, agents, subtenants, licensees, contractors, vendors, customers and invitees or other persons using the Premises with Tenant's consent, express or implied, for their reasonable non-exclusive use in common with other tenants, and Landlord and its Agents and subtenants, licensees, vendors, affiliates, customers and invitees. Landlord reserves the right in its sole discretion to change, rearrange, alter, modify or supplement any or all of the Common Areas; to enter into, modify and terminate easements and other agreements pertaining to the use and maintenance of the Common Area; to restrict parking by Tenant and its employees, officers, agents, subtenants, licensees, contractors, vendors, customers and invitees or other persons using the Premises with Tenant's consent, express or implied, to designated areas within the Common Area; to construct surface or elevated parking areas and facilities; to establish and change, the level of parking surfaces; to close all or any portion of the Common Area to such extent as may, in the opinion of Landlord, be necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein; to close temporarily any or all portions of the Common Areas; to discourage non-customer parking; and to do and perform such other acts in and to the Common Areas that Landlord determines to be advisable with a view to the improvement of the convenience and use thereof by all tenants, and their employees, officers, agents, subtenants, licensees, contractors, vendors, customers and invitees or other persons using the Premises with their consent, express or implied. Tenant is prohibited from conducting its personal business or arranging property or any portion of the Premises in a manner that impedes the access or visibility of the Common Areas or any portion or area of Fishermen's Village. Tenant may be permitted to use and occupy all Common Areas not within the Premises, and if the amount of such Common Areas be diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of Rent, nor shall such diminution of such areas be deemed constructive or actual eviction. Notwithstanding the foregoing, Tenant shall have the right, in common with other tenants of Fisherman's Village, to use the Common Areas, subject to the Fishermen's Village Rules and Regulations attached hereto as Exhibit "C".

c. **Common Area Maintenance.** Expenses of maintaining and operating the Common Area (whether located within or outside Fisherman's Village) shall be, in the exclusive decision of Landlord, reasonable and appropriate and for the best interests of Tenants of Fishermen's Village, including, without limitation, all Expenses of operating heating, cooling, repairing, lighting, cleaning, painting, insuring (including liability insurance for personal injury, death and property liability and insurance against fire, theft or other casualties), removing of ice, trash, debris and surface water, sewer, striping, regulation of traffic, the Expenses of personnel to implement said services, security police (including Expense of uniforms, equipment and all employment taxes), electronic intrusion and fire control devices and telephonic alert system devices, inspections, equipment depreciation, administrative personnel, workmen's compensation insurance covering personnel, fidelity bonds for personnel, insurance against liability for defamation and claims of false arrest occurring in and about the Common Areas, plate glass insurance for glass exclusively serving the Common Area, fees for permits, licenses, Taxes, Expenses for the rental of music program services, and loudspeaker systems, and all Expenses of replacement of paving, curbs, sidewalks, walkways, road-ways, parking surfaces, pest control, landscaping, drainage, utilities and lighting facilities and repair, replacement or modification of existing equipment or installation of new equipment made necessary for compliance with a

Governing Body of Law and to the sum total of all of the above shall be added a sum equal to five percent (5%) thereof for administrative and overhead Expenses of the Common Area (“Common Area Expenses”). “Proportionate Share” is defined as having a numerator, which is the number of square feet leased to tenant and the denominator which is the total square feet of all leaseable space. Tenant’s Proportionate Share is equal to fifteen percent (15%).

d. **Estimated Monthly Operating Charge.** Tenant shall pay Tenant’s Proportionate Share of the Expenses of maintaining and operating the Common Area. In respect of each calendar month falling wholly within the term of this Lease, Tenant shall pay, together with monthly Rent, an “Estimated Common Area Monthly Operating Charge” which shall be an amount estimated by Landlord to be an Operating Year’s Expenses. If the Term commences or ends on a date other than the first of the month, Tenant shall pay on the Commencement Date and termination date an “Estimated Common Area Monthly Operating Charge” for the balance of such month equal to one-thirtieth of the Estimated monthly operating charge multiplied by the remaining number of days in such month.

e. **Total Final Operating Charge.** Prior to February 1 of each year, Landlord shall compute the “Total Final Annual Common Area Charge” for the Operating Year allocable to all occupants in respect of the operation of said Common Area for such year and shall allocate to Tenant the same proportion thereof that the sum of the “Estimated Monthly Operating Charges” to Tenant for such Operating Year bears to the sum of the “Estimated Monthly Operating Charges” to all occupants for the same Operating Year. Tenant shall be furnished a copy in reasonable detail of such final computation and allocation. If the amount thus allocated to Tenant exceeds the sum of the “Estimated Monthly Operating Charges” for the same Operating Year already paid by Tenant, Tenant shall pay such excess to Landlord on or before the expiration of fifteen (15) days after a fifteen (15) days’ notice of same. If the amount thus allocated to Tenant is less than the sum of the “Estimated Monthly Operating Charges” for the same Operating Year already paid by Tenant, Landlord shall credit the difference to future payment(s) of Rent. The sum of the “Estimated Monthly Operating Charges” for any initial fractional Operating Year shall be adjusted and any deficiency or excess shall be paid by or credited to Tenant, as the case may be, after the end of the first Operating Year falling wholly within the term of this Lease (or if Landlord so elects after the end of said initial fractional Operating Year) on the basis of the same proportionate increase or decrease as shall result from the determination of Tenant’s share of the “Total Final Operating Charge” in the manner hereinabove provided. Within sixty (60) days after the end of the Term, the sum of the “Estimated Monthly Operating Charges” for any fractional Operating Year shall be adjusted and any deficiency or excess shall be paid by, or refunded to, Tenant.

f. **Common Area Operating Year.** Each period of twelve (12) consecutive calendar months ending December 31, if all of such period shall fall within the term of this Lease shall constitute a “Common Area Operating Year” herein referred to as “Operating Year.” Any fraction of an Operating Year between the Lease Commencement Date and the beginning of the first full Operating Year and any fraction of an Operating Year between the beginning of the year of termination of this Lease and the termination date shall constitute a fractional Operating Year.

g. **Exclusions.** The term “Expenses” shall not include: (1) the cost of any item which, by standard accounting practice, should be capitalized, except that in lieu of capital expenses for repairs, replacements or enhancements to the Common Areas or Fisherman’s Village



(including without limitation any upgrades for the purpose of reducing Expenses or for the purpose of complying with applicable laws, codes and regulations), there shall be included within Expenses for each calendar year, from and after the expenditure in question, the annual amortization of such expenditure over the useful life of the item(s) in question, as reasonably determined by Landlord and including an interest factor equal to the Prime Rate of interest (the “**Prime Rate**”) as published from time to time in The Wall Street Journal plus 500 basis points; (2) any charge for depreciation, interest on encumbrances (except for monetary liens), loans or ground rents paid or incurred by Landlord; (3) commissions; (4) costs actually reimbursed by insurance proceeds; (5) costs, including permit, license and inspection costs, incurred with respect to the installation of tenant improvements made for other tenants in Fisherman’s Village or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for tenants or other occupants of Fisherman’s Village; (6) costs arising from Landlord’s charitable or political contributions; (7) expenses in connection with services or other benefits which are not offered to Tenant or for which Tenant is charged for directly but which are provided to another tenant or occupant of the Building; (8) costs incurred by Landlord due to the violation by Landlord of any law, code, regulation, or ordinance; (9) interest on debt or amortization on any mortgage or mortgages encumbering the Building; (10) advertising expenditures, except for advertising expenses of Landlord for the purpose of promoting Fisherman’s Village generally and not for any specific tenants; and (11) legal fees and costs, settlements, judgments or awards paid or incurred because of disputes between Landlord and other tenants or prospective occupants or prospective tenants/occupants or providers of goods and services to the Common Areas or Fisherman’s Village.

h. **Audit.** Tenant shall not have the right to review Landlord’s books and records relating to Expenses more than once per calendar year. In the event that Tenant timely disputes such Expenses and the dispute is not amicably resolved within thirty (30) days after Tenant’s notice of dispute, then either party may refer the dispute to an independent certified public accounting firm mutually acceptable to Landlord and Tenant, and the determination of such accounting firm shall be final, binding and conclusive on Landlord and Tenant. Tenant agrees to pay for the cost of such audit by said accounting firm unless it is determined that Landlord’s original determination of the actual Expenses was in error by more than three percent (3%), in which event Landlord shall pay the cost of such audit. If such audit discloses an overpayment by Tenant, Landlord shall credit such amount against Tenant’s future obligations for Expenses, except if the Lease has terminated or expired, then Landlord shall pay such amount to Tenant within thirty (30) days.

## 8. **USE AND OPERATIONS OF PREMISES.**

a. **Specified Use.** Tenant covenants that it shall, throughout the term of this Lease, use and occupy the Premises solely and exclusively for the Permitted Use and for absolutely no other use or purpose whatsoever. The Permitted Use specified has been approved by Landlord in accordance with certain criteria dealing with tenant mix and balance developed by Landlord for Fishermen’s Village and also taking into account the rights of other tenants within Fishermen’s Village.

b. **Use.** Tenant shall at all times conduct its business in a reputable manner as a quality establishment in accordance with the standards of Fishermen’s Village, and shall not conduct any fire sale, bankruptcy, going out of business, or auction, either real or fictitious. The

Premises shall not be used in such manner that is not in accordance with any requirement of a Governing Body of Law.

c. **Intentionally Omitted.**

d. **Name.** Throughout the term of this Lease, Tenant shall operate and conduct its business on, in and from the Premises under Tenant's Trade Name which shall not be changed without Landlord's prior written consent, which consent shall not be unreasonably withheld. Tenant expressly acknowledges and agrees that the use of its Trade Name within the Punta Gorda market area has or will be established and developed. Attached to the Trade Name is significant recognition and customer goodwill within the area and that the continued use of the Trade Name is a material consideration for and inducement to Landlord's execution of this Lease. Tenant shall use on all envelopes and printed matter and as its advertised business address the words "Fishermen's Village." Tenant agrees that the name "Fishermen's Village", shall not be used in any confusing, detrimental or misleading manner, and upon termination of the Lease, Tenant will cease to use the name "Fishermen's Village" in any manner.

e. **Continuous Operation.** The actual opening and continuous operation of Tenant's business upon the Premises is a material consideration for and inducement to Landlord's execution of this Lease. Accordingly, there shall be no abandonment or vacancy of the Premises, or cessation or discontinuance of the operation of Tenant's business or change in the above-described Permitted Use of the Premises without Landlord's prior written consent. This provision shall not apply to reasonable business interruptions in respect of portions of the Premises for reasonable periods such as for maintenance, repairs, renovations, replacements and rebuilding.

f. **Hours of Operation.** Tenant shall keep the Premises and the business contemplated by this Lease open and available for business activity at least Monday through Sunday of each week, taking into account the nature of Tenant's business, the customary hours of operation of similar types of business, the customary hours of operation of other businesses in Fishermen's Village and legal restrictions imposed upon the operating hours of Tenant's business, if any.

g. **Compliance with Laws.** Tenant shall maintain the Premises and conduct business at all times in compliance with all applicable laws, ordinances, statutes, rules, regulations, orders, directions and requirements of federal, state, county and municipal governments and of all other governmental agencies or authorities having or claiming jurisdiction over the Premises or the business activities conducted thereon, therein or therefrom and of all of their respective departments, bureaus, agencies or officers, and of any insurance underwriting board or insurance inspection bureau having or claiming such jurisdiction or any other body exercising similar functions and of all insurance companies from time to time selected by Landlord to write policies of insurance covering Fishermen's Village and any business or business activity conducted therein or therefrom (collectively "Governing Body of Law").

h. **Compliance with Fishermen's Village Rules.** The Premises and all business operations conducted on the Premises from time to time shall at all times be in compliance with rules and regulations promulgated by Landlord for and with respect to the operation of the Premises and Fishermen's Village pursuant to the provisions of this Lease, as the same may be



changed, amended or modified by Landlord from time to time. Landlord shall use reasonable efforts to enforce such rules and regulations against all tenants of Fishermen's Village; however, Landlord shall not be liable or responsible to Tenant for the violation of any such rules and regulations by any other tenant of Fishermen's Village or any other person or party. A copy of the existing Fishermen's Village Rules and Regulations is attached hereto as Exhibit "C" and incorporated herein by reference.

i. **Management.** Management of the Premises and the business of Tenant conducted therein and therefrom shall at all times during the term of this Lease be under the direct supervision and control of persons possessing the requisite management ability and experience for quality management of the type of business contemplated by this Lease to be conducted thereon, therein and therefrom.

## 9. **SIGNS AND SIGNAGE.**

a. **Fishermen's Village.** Landlord agrees that Tenant shall, at Tenant's Expense, be permitted to reasonably identify and advertise Tenant's business within Fishermen's Village by the placement upon the facade of the Fishermen's Village of such signs, symbols, words, names, logos, trademarks or other identifying features, graphics or advertising materials (collectively, "Signs") as are generally or customarily associated with Tenant, its business and/or its products and services; provided, however, that any and all Signs, and the number, size, color, arrangement, placement and location of the same upon Fishermen's Village shall be subject to Landlord's prior written consent, taking into account the overall quality, theme and architectural and aesthetic character of Fishermen's Village, all of which Tenant understands and agrees may require some limitations upon or amelioration of the usual or customary prominence and/or character of its signage.

b. **Prohibited Signage, Advertising and Promotions.** Tenant shall not place, install, change, modify or alter any Signs or other advertising or promotional materials or media whatsoever upon any exterior wall, roof, door or window of the Premises or upon any portion of the interior of the Premises, which is prominently visible from the exterior thereof, any Signs without Landlord's prior written consent. Tenant shall not place or maintain any free-standing Signs or sign standards or other advertising or promotional materials or media or flashing, beacon, strobe, chaser or other forms of special attention-getting lighting within or upon any of the Common Area or the exterior sidewalks or walkways of Fishermen's Village without Landlord's prior written consent. Additionally, Tenant shall not conduct or stage within or from the Premises or upon or from the Common Area any advertising or promotional or other media events without Landlord's prior written consent.

c. **Maintenance of Signage.** Tenant shall and hereby agrees to keep and maintain any and all Signs erected, placed or installed by it upon Fishermen's Village or within the Premises as may be approved by Landlord, including all mechanical and all electrical components thereof, in a neat, clean and orderly fashion and in good condition and repair. All damaged Signs and all burned out bulbs, neon tubes and lighting of any kind shall be promptly repaired and replaced by Tenant.

d. **Removal of Signage.** Notwithstanding anything to the contrary set forth in this Lease, Tenant shall retain title to all Signs throughout and at the end of the term of this Lease. Accordingly, at the end of the term or earlier termination of this Lease, Tenant shall, at its Expense, remove all Signs from Fishermen's Village and, upon removal thereof, at its Expense, repair any damage to the Premises or Fishermen's Village including the facade thereof caused by such removal.

## 10. **UTILITIES.**

a. **Charges.** Upon Lease execution, Tenant shall pay for all utilities for the Premises, including but not limited to electricity, gas, water, and sewer, trash removal, security alarm, internet, and telephone, and cause all utilities to be transferred to Tenant's name, where required. If applicable, Tenant shall clean and maintain all grease traps used in connection with the Premises at least once a month at a time which does not disturb the other tenants, and in accordance with a Governing Body of Law.

b. **Interruptions of Utility Services.** Except in the event of Landlord's gross negligence or willful misconduct, Landlord shall have no liability or responsibility for any loss or damage occasioned by any interruption or failure in the supply of any utility services to the Premises or occasioned by any required termination of such utility services necessary to effect repairs or improvements or occasioned by any other cessation of such utility services for any cause or reason beyond the reasonable control of Landlord. Except in the event of Landlord's gross negligence or willful misconduct, no such interruption, termination or cessation of utility services shall relieve Tenant of any of its duties and obligations pursuant to this Lease, including, without limitation, its obligation to pay Rent.

c. **Discharge of Hazardous Sewage Prohibited.** Notwithstanding anything to the contrary set forth in this Lease, Tenant shall not discharge into any sanitary sewer system serving the Premises or Fishermen's Village any toxic or hazardous sewage or waste other than that which is normal domestic wastewater for the type of business contemplated by this Lease to be conducted by Tenant on, in or from the Premises. Any toxic or hazardous sewage or waste which is produced or generated by Tenant or in connection with the operation of Tenant's business shall be handled and disposed of as required by and in compliance with a Governing Body of Law or shall be pre-treated to the level of domestic wastewater prior to discharge into any sanitary sewer system serving the Premises or Fishermen's Village.

## 11. **REPAIRS.**

a. Tenant shall keep the interior of the Premises, which includes, but is not limited to, all electrical, plumbing, heating, air conditioning, duct work, ceiling tiles and other mechanical installation therein, all doors, and all plate glass and door and window glass, in good and working order, making all repairs, alterations, replacements, and modifications at its own Expense and using materials and labor of a kind and quality equal to the original work, and shall surrender the Premises at the expiration or earlier termination of this Lease in as good condition as they were on the Commencement Date, excepting only deterioration caused by ordinary wear and tear and damage by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage. Tenant shall regularly replace and maintain heating and

cooling (“HVAC”) filters, light bulbs, water filters, smoke alarm batteries, fire extinguishers. Tenant agrees to keep in force a standard maintenance agreement with a company acceptable to Landlord on all HVAC equipment and provide a copy of said maintenance agreement to Landlord. Tenant also shall pay for and maintain a termite and pest extermination service for the Premises. Should Tenant fail to keep the Premises so maintained, Landlord may take such action and Tenant shall pay as Additional Rent, on demand, all Expenses Landlord has incurred due to Tenant’s failure to maintain the Premises.

b. Landlord shall keep and maintain the Common Area and the exterior of the Premises in clean and in good working order. Such repair obligations include, but are not limited to, the roof, the space and ground below the floor, the dividing walls between the Premises and the adjoining premises within and the exterior walls of the Premises and Fishermen’s Village, including the storefront. The cost of the foregoing maintenance and repairs shall be included in Expenses except to the extent expressly excluded as set forth herein.

**12. TENANT’S RIGHT TO MAKE ALTERATIONS.** Tenant shall not make any alterations, improvements, or additions nor cut or drill into, or secure any fixture, apparatus or equipment of any kind to the Premises without Landlord’s prior written consent. Notwithstanding the foregoing, Tenant may perform cosmetic alterations which collectively do not exceed Twenty-Five Thousand Dollars (\$25,000) in cost, provided such alterations do not involve drilling or cutting into any walls or the structure of the Premises, and do not affect the mechanical, electrical, plumbing or life safety systems of the Building or Premises. All such alterations, improvements, and additions made by Tenant that remain upon the Premises at the expiration or earlier termination of this Lease and shall become the property of Landlord, unless Landlord shall, prior to such termination, have given fifteen (15) days’ written notice to Tenant to remove the same, in which event Tenant shall remove such alterations, improvements, additions, fixtures, and equipment and restore the Premises to the same good order and condition in which they were on the Commencement Date. Should Tenant fail to do so, Landlord may take such action and Tenant shall pay as Additional Rent, on demand, all Expenses Landlord has incurred due to Tenant’s failure to do so.

**13. AFFIRMATIVE COVENANTS OF TENANT.** Tenant covenants that it shall:

a. Comply with the terms of any Governing Body of Law applicable to Tenant or its use of the Premises,

b. Give to Landlord prompt written notice of any accident, fire, or damage occurring on or to the Premises and the Common Area.

c. Conduct its business in the Premises in a commercially reasonable manner and keep the Premises in first-class condition in accordance with high standards of Tenant’s Permitted Use.

d. Comply with all rules and regulations of Landlord in effect at the time of the execution of this Lease or at any time and from time to time promulgated by Landlord, which Landlord in its sole discretion shall deem necessary in connection with the Premises and Fishermen’s Village including the installation of such fire extinguishers and other safety

equipment as Landlord may require; and comply with the recommendations of Landlord's insurance carriers and their rate making bodies.

e. Do all things necessary to prevent the filing of any mechanics' or other liens against the Premises or any part thereof by reason of construction, improvements, work, labor, services performed by or on behalf of Tenant, or material supplied to or on behalf of Tenant. This exculpation is made with express reference to Florida Statute §713.10. If any lien is filed against the Premises for work or materials claimed to have been furnished to Tenant, Tenant will cause it to be discharged of record or properly transferred to a bond under Florida Statute §713.24 within fifteen (15) days after such lien is made or filed. If Tenant shall fail to discharge such lien within such period or fail to furnish such security, then, in addition to any other right or remedy of Landlord resulting from Tenant's default, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law. Nothing contained herein shall imply any consent or agreement on the part of Landlord's estate to liability under any mechanics' or other lien law.

f. Assign to Landlord any and all warranties in favor of Tenant from any contractors or other parties concerning any and all interior and exterior repairs or alterations done by Tenant on or about the Premises.

g. Repay Landlord, as Additional Rent, on demand, all Expenses Landlord has incurred due to Tenant's breach of any covenant or term of this Lease.

h. Not cause or permit to be brought to, produced upon, disposed of or stored at the Premises any regulated quantities of Hazardous Material. For purposes of this provision, Hazardous Material shall mean any substance, in any form which is regulated by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 6901 et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 U.S.C. 2601, et. Seq. and regulations promulgated thereunder; or the state statutes and regulations of the State of Florida and its environmental agencies; or any substance which may be harmful to human health or welfare or the environment. Tenant, on behalf of itself and any contractors or those working for or under Tenant, covenants to comply with all applicable laws and regulations concerning the generation, storage and disposal of Hazard Material. Tenant expressly covenants and agrees that in the event any Hazardous Material is produced or stored at, brought to, or released on or in the Premises by Tenant or by Tenant Breach, Tenant shall: (i) immediately notify Landlord of the event; (ii) take immediate preventative measures to abate the presence of Hazardous Materials at the Premises; (iii) remediate and clean up the Premises to Landlord's satisfaction; (iv) be solely liable for all Expenses for removal of any Hazardous Material and for cleanup of the Premises; and (v) be solely liable for Damages arising from such Hazardous Materials and does expressly indemnify and hold harmless Landlord from any Damages. Tenant expressly covenants and agrees that the duties, obligations and liabilities of Tenant under this paragraph shall survive the termination of this Lease and are binding upon Tenant.

**14. NEGATIVE COVENANTS OF TENANT.** Tenant covenants that it shall not do

any of the following without Landlord's prior written consent:

a. Use or operate any machinery that, in Landlord's opinion, is harmful to the building or disturbing to other tenants at Fishermen's Village.

b. Do or suffer to be done, anything objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Premises or any part thereof, or on the building of which the Premises may be a part, shall become void or suspended, or be rated as a more hazardous risk than at the date when Tenant receives possession hereunder. In case of a breach of this covenant, Tenant shall pay to Landlord as Additional Rent any actual increase of premiums or insurance carried by Landlord on the Premises, or any part thereof, or on the building of which the Premises may be a part, caused in any way by the occupancy of Tenant.

c. Commit or suffer to be committed by any person any waste upon the Premises or any nuisance or other act which may disturb the quiet enjoyment of any other tenant of the Premises.

**15. WAIVER.** Unless, and except to the extent due to Landlord's gross negligence or intentional acts where the same is not either covered by the insurance or required to be covered as part of Tenant insurance obligations under this Lease, Tenant waives all claims against the Landlord, and Tenant waives all claims against U.S. Bank National Association, as Trustee for the Benefit of the holders of the M360 2021-Cre3 Notes ("Lender") and PGFL Associates, LLC, a Florida limited liability company ("Landlord Receiver") and their Agents, and neither Landlord (except with respect to Landlord's gross negligence or intentional acts), nor Lender and Landlord Receiver shall be liable for damages to person or property sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence, resulting from the condition in or upon the Premises after the Commencement Date, fire, explosion, and cessation of operations, or malfunction of any equipment or apparatus serving the Premises, including but not limited to (1) any defect in or failure of mechanical equipment, plumbing, heating or air conditioning equipment, gas, electric wiring, water pipes, stairs, railings, or walks; (2) any equipment or appurtenances becoming out of repair; (3) the bursting, leaking, or running of any tank, washstand, water closet, waste pipe, drain, or any other pipe or tank; (4) the backing-up of any sewer pipe or downspout; (5) the escape of steam or hot water; (6) any dampness, water, rain, or leaks from pipes, plumbing works, the roof, the street, or subsurface, or any other part of Premises; (7) the falling of any fixture, plaster, or stucco; (8) broken glass; (9) any apparent defect or change of condition in the Premises; (10) crime, accident, or natural disorder; (11) any act or omission of covenants or other tenants of Fisherman's Village; and (12) acts of God, public enemy, injunction, riot, strike, insurrection, a state of war or emergency, civil disturbance, court order, requisition, or order of a Governmental Body of Law, or other matter beyond the reasonable control of the landlord of the Premises, Landlord Receiver and/or their Agents. Tenant expressly covenants and agrees that Landlord may exercise its discretion in determining what measures, if any, are to be taken in such events. No failure or delay of Landlord to act shall be deemed to constitute a total or partial eviction, constructive or otherwise, or disturbance of Tenant's use and possession of the Premises or constitute an abatement Rent or otherwise relieve Tenant from performing any of the obligations

or from the fulfillment of any covenant or agreements contained in this Lease.

**16. SURRENDER AND HOLDING OVER.**

a. Tenant, upon expiration or termination of this Lease, either by lapse of time or otherwise, shall peaceably surrender to Landlord the Premises in broom-clean condition and in good repair. In the event that Tenant shall fail to surrender the Premises upon demand, Landlord, in addition to all other remedies available to it hereunder, shall have the right to receive, as liquidated damages for all the time Tenant shall so retain possession of the Premises or any part thereof, an amount equal to One Hundred and Fifty (150%) percent of the Rent as applied to such period. If Tenant remains in possession of the Premises with Landlord's written consent but without a new lease reduced to writing and duly executed, Tenant shall be deemed to be occupying the Premises as a tenant from month to month, but otherwise subject to all the covenants and conditions of this Lease.

**17. PERFORMANCE OF TENANT'S COVENANTS.** If Tenant violates any of the covenants and conditions required under this Lease, Tenant shall immediately or as soon as commercially practicable under the circumstances, upon receipt of written notice from Landlord, comply with the requirements of such notice. Whether or not notice is required, if Tenant fails to comply with any term of this Lease Landlord may at its option do or cause to be done any or all of the things required by Tenant of this Lease and in so doing Landlord shall have the right to cause its affiliates, contractors, lenders and lien holders, employees, officers, and agents (collectively "Agents") to enter upon the Premises and in such event, except for Agents or Landlord's gross negligence or willful misconduct, shall have no liability to Tenant for any loss or damages resulting in any way from such action. Tenant shall pay as Additional Rent, on demand, all Expenses Landlord has incurred in taking such actions.

**18. RIGHTS OF LANDLORD.**

a. Landlord and its Agents shall have the right to enter the Premises with twenty-four (24) hour's written notice to Tenant to inspect the operation, sanitation, safety, maintenance and use of the Premises, and to assure itself that Tenant is in full compliance with its obligations under this Lease; but Landlord shall not thereby assume any responsibility for the performance of any of Tenant's obligations hereunder, nor any liability arising from the improper performance thereof. If Tenant shall not be personally present to open and permit an entry by Landlord into the Premises, and an entry therein shall be necessary in the case of an emergency, Landlord and its Agents may make forcible entry without rendering Landlord or such agent liable therefore and without in any manner affecting Tenant's obligations and covenants of this Lease.

b. Landlord may, after notice from either party of intention to terminate this Lease, or at any time within three (3) months prior to the expiration of this Lease, display a "For Rent" sign and such signs shall be placed upon such part of the Premises as Landlord shall deem necessary. Prospective purchasers or tenants authorized by Landlord may inspect the Premises at reasonable hours.



c. Landlord reserves the right to install or place upon, or affix to, the roof and exterior walls of the Premises equipment, signs displays, antennas, and any other object or structure of any kind.

d. Landlord reserves the right to make alterations, additions, improvements to the building in which the Premises are contained.

e. The exercise or failure to exercise any right of Landlord shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises and shall not render Landlord liable in any manner to Tenant or to any other person.

f. Landlord's right to enter, repair or do anything else to protect its interest, or its failure to exercise its rights under this Lease, will not be deemed to reduce Tenant's obligation or increase Landlord's obligations under this Lease, or affect any of Landlord's rights, or create in Landlord any duty or liability to Tenant.

g. Whenever Landlord's prior written consent or consent is required under this Lease, except where explicitly stated to the contrary, such consent shall be in Landlord's sole discretion.

**19. DAMAGE TO PREMISES.** If the Premises shall be rendered wholly or partially untenantable due to damage to the Premises, Landlord shall have sole option of terminating this Lease or repair the Premises. If Landlord elects to repair the Premises, the Rent shall be abated if the Premises are wholly damaged, but if the Premises are partially damaged, the Rent shall abate ratably according to unusable square footage. Provided, however, that if the casualty is due to the negligent act or omission of Tenant or its employees, officers, agents, subtenants, licensees, contractors, vendors, customers and invitees or other person using the Premises with Tenant's consent, express or implied, then Rent shall not abate and Tenant shall pay to Landlord the Expense of repairing any damages caused by Tenant. The Lease Term shall not be extended by reason of such whole or partial abatement. If Landlord elects to terminate this Lease, Landlord shall give fifteen (15) days' notice of such termination to Tenant within one hundred and twenty (120) days of the event rendering the Premises wholly or partially untenantable, provided that such termination shall not affect any prior defaults of Tenant. If Landlord elects to terminate this Lease, and if Tenant is not in default, then Landlord shall reimburse to Tenant any unearned Rent paid. If Landlord elects to repair damage, Tenant shall be obligated and shall pay all Expenses of repair or replacement items for which Tenant constructed or was required to repair and/or maintain pursuant to the terms of this Lease except to the extent of any actual insurance proceeds received by Landlord. Except in the event of Landlord's gross negligence or willful misconduct, in the event Tenant's contents of the Premises are damaged or destroyed Tenant waives all rights against Landlord with respect to such damage or destruction.

**20. CONDEMNATION.** Tenant waives any loss or damage to Tenant as the result of the exercise of the power of eminent domain by any court of competent jurisdiction, and the right to receive any portion of any condemnation award, as a participant in the condemnation proceedings or otherwise, whether such loss or damage results from condemnation of part or all of the Premises or Common Areas. Should any power of eminent domain be exercised after Tenant is in possession, such exercise shall not void or impair this Lease unless the demised building shall

be substantially taken and upon the happening of such event the Rent herein provided shall proportionately abate as of the date that possession is required by condemning authority. If such condemnation or appropriation occurs with respect to only a portion of the Premises and the remainder of the Premises remain tenantable, Landlord may nevertheless elect to make alterations, additions, improvements as may be necessary in order to restore the remaining Premises to useable condition and the Rent shall abate ratably according to unusable square footage. Tenant shall surrender the Premises, or portion thereof, for which this Lease is terminated.

**21. RADON GAS.** Section 404.056 (8) of the Florida Statutes require that all leases of buildings or building spaces include the following notice: “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.”

**22. INDEMNIFICATION AND PUBLIC LIABILITY INSURANCE.** Tenant shall:

a. Indemnify, protect and hold harmless Landlord and its Agents from and against any and all claims, actions, liens, loss, damages (including special damages), liability, theft, misappropriation, fine, penalty, death, personal injury, damage to property or Expenses, including but not limited to, reasonable attorney’s fees and costs, arising in or about, the Premises and Common Areas to the extent due to any act, failure to act, omission, fault, carelessness, misconduct, negligence, disregard, or default under the Terms of this Lease of Tenant, and/or its employees, officers, agents, subtenants, licensees, contractors, vendors, customers and invitees or other person using the Premises with Tenant’s consent, express or implied.

b. At all times during the Term keep in force at its own Expense the following insurance policies in companies acceptable to Landlord and naming Landlord, Landlord Receiver (as defined herein), Landlord’s mortgagee(s), and/or Landlord’s management agent as additional insureds:

i. **Liability Insurance.** Tenant shall obtain and maintain in full force and effect one or more policies of Commercial General Liability Insurance with limits of coverage of not less than \$1,000,000.00 each occurrence, which coverage shall include commercial liability coverage, employer’s liability coverage and, if Tenant serves or sells alcoholic beverages in or from the Premises, liquor liability coverage. In addition, Tenant shall maintain or cause to be maintained Worker’s Compensation insurance with respect to all work done in and about the Premises as required by law. Tenant shall also maintain non-owned and hired automobile liability insurance with the same limits of coverage as the liability insurance Tenant is required to maintain pursuant to this Paragraph, but only to the extent that Tenant leases automobiles as part of Tenant’s business operations.

ii. **Casualty Insurance.** Tenant shall obtain and maintain in full force and effect during the term of this Lease one or more policies of Special Form Property Casualty Insurance, including coverage for fire, vandalism, malicious mischief and sprinkler leakage insurance (if there are any sprinklers in the Premises), on all movable trade fixtures, furniture and



furnishings installed by Tenant in and about the Premises and all plate glass in the Premises. Such insurance shall be payable to Tenant and shall be in the amount equal to at least one hundred percent (100%) of the replacement cost thereof. Such policy or policies shall include Business Interruption insurance for direct or indirect loss of earnings attributable to all perils insured against under such Special Form Property Casualty Insurance.

iii. **Other Insurance.** Tenant shall also be required to obtain and maintain any other form of insurance and such higher limits as Landlord, acting reasonably, requires from time to time in form, in amounts and for insurance risks against which a prudent tenant would insure, including plate glass insurance policies and workers' compensation insurance required by law.

c. Tenant shall furnish to the Landlord evidence of the payments of the premium at the commencement of the Term and annually thereafter together with copies of customary certificates of insurance evidencing coverages required by this Lease, which shall contain an endorsement providing that the insurer will not cancel or materially change the coverage of such policies without first giving thirty (30) days prior written notice thereof to the Landlord. If Landlord deems the foregoing insurance coverage to be insufficient, in its reasonable discretion, Tenant at Landlord's request shall produce additional coverage. Tenant shall not comply with the provision of this paragraph, Landlord may at its option, upon ten (10) days notice to Tenant and opportunity to cure, cause insurance as aforesaid to be issued, and in such event, Tenant shall pay the premium for such insurance as Additional Rent promptly upon Landlord's demand. All insurance policies shall contain a clause or endorsement providing in substance that the insurance shall not be prejudiced if the insured has waived its right of recovery from any person or persons prior to the date and time of loss or damage.

d. **Increase in Insurance Premiums.** The Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any fire insurance policy in force from time to time covering the Premises or Fisherman's Village, If (a) the occupancy of the Premises; (b) the conduct of business in the Premises; (c) the use of any merchandise from or on the Premises (whether or not Landlord has consented to the use of such merchandise) or in any other portion of Fisherman's Village where permitted by Landlord; or (d) any acts or omissions of Tenant in Fisherman's Village or any part thereof, causes or results in any increase in premiums for the insurance carried from time to time by Landlord with respect to Fisherman's Village, Tenant shall pay any such increase in premiums as additional rent forthwith after invoices for such additional premiums are rendered by Landlord. In determining whether increased premiums are caused by or result from the use or occupancy of the Premises, or the sale of any article therein or therefrom, a schedule issued by the organization computing the insurance rate on Fisherman's Village showing the various components of such rate shall be conclusive evidence of the several items and charges which make up such rate.

e. **Risk.** Tenant agrees to use and occupy the Premises and to use all other portions of Fisherman's Village which it is permitted to use by the terms of this Lease at its own risk, and hereby (for itself and all persons claiming under, by or through Tenant) releases Landlord, its agents, servants, contractors and employees, from all claims and demands of every kind resulting from any accident, damage, injury or breaking and entering occurring therein, unless due to Landlord's gross negligence or willful misconduct. Landlord shall have no responsibility or

liability for any loss of, or damage or injury to, fixtures, improvements, Tenant's Work or other personal property of Tenant from any source whatsoever.

f. **Waiver of Subrogation.** Tenant and Landlord each hereby waives any rights it may have against the other party to recover for loss or damage to property arising from a casualty insured or required to be insured against hereunder. In addition, all insurance policies carried by Tenant pursuant to this Subsection 22, including but not limited to Broad Form Commercial Property insurance, shall expressly waive any right on the part of the Tenant's insurer against the Landlord for damage to or destruction of the Premises resulting from the acts, omissions or negligence of Landlord.

### **23. ASSIGNING, MORTGAGING, SUBLETTING.**

a. Tenant shall not assign, create a security interest in, pledge, or encumber this Lease, in whole or in part, or sublet the whole or any part of the Premises, or permit the use of the whole or any part thereof by any licensee or concessionaire (collectively "Assignment"), without Landlord's prior written consent. Any written consent given by Landlord shall be in Landlord's reasonable discretion, and if given, Tenant shall compensate Landlord for reasonable legal fees and other Expenses incurred by Landlord in drafting or evaluating documents, or in otherwise dealing with such request in an amount not to exceed Five Thousand and 00/100 Dollars (\$5,000). Notwithstanding the foregoing, Tenant may assign its entire interest under this Lease or sublet the Premises: (i) to any entity controlling or controlled by or under common control with Tenant or Tenant Receiver; or (ii) to any successor to Tenant by purchase, merger, consolidation or reorganization (and hereinafter, collectively, referred to as "Permitted Transfer") without the consent of Landlord, provided: (1) Tenant is not in default under this Lease; (2) with respect to a Permitted Transfer to a proposed transferee described in clause (i), Tenant shall remain liable under the Lease notwithstanding such assignment or subletting; (3) if such proposed transferee is a successor to Tenant by purchase, said proposed transferee shall acquire all or substantially all of the stock of Tenant or assets of Tenant's business or, if such proposed transferee is a successor to Tenant by merger, consolidation or reorganization, the continuing or surviving entity shall own all or substantially all of the assets of Tenant; (4) with respect to a Permitted Transfer to a proposed transferee described in clause (ii), such proposed transferee shall have a Net Worth (as hereafter defined) as of the day prior to the proposed purchase, merger, consolidation or reorganization of Ten Million and 00/100 Dollars (\$10,000,000.00) or more, or in the alternative, provides a guarantor who will execute the Personal Guarantee in substantially the same form as attached thereto as Exhibit "E" with a Net Worth as of the day prior to the proposed purchase, merger, consolidation or reorganization of Ten Million and 00/100 Dollars (\$10,000,000.00) or more (or such other commercially reasonable form mutually agreed to by Landlord and the transferee); and (5) Tenant shall give Landlord written notice at least fifteen (15) days prior to the effective date of the proposed purchase, merger, consolidation or reorganization, which notice is accompanied by reasonable evidence of the proposed transferee's Net Worth, formation and governance documents for the transferee and an organizational chart showing the ownership structure of the proposed transferee. "Net Worth" means the excess of total assets over total liabilities, in each case as determined in accordance with generally accepted accounting principles consistently applied ("GAAP"), including the value of all licenses, patents, trademarks, trade names, copyrights, and franchises.

b. Each assignee shall be obligated to perform every term of this Lease and shall pay Rent or any increases in Rent directly to Landlord. In the event of any such assignment, subletting, licensing, or granting of a concession, Tenant shall nevertheless remain liable for the performance of all terms, conditions, and covenants of this Lease. Any assignment by Tenant of this Lease, or subleasing of the Premises, shall forever terminate all rights of Tenant to possession of the Premises, notwithstanding any provision in any such assignment or sublease to the contrary. Landlord may exercise against any subtenant or assignee all the rights and remedies provided in this Lease upon default, without notice of any kind to Tenant, and Tenant shall have no right to reenter the Premises upon default. Tenant shall remain liable, jointly and severally, with any assignee or subtenant for the performance of all of the covenants and conditions of this Lease, including, but not limited to, the payment to Landlord of all payments due or to become due to Landlord hereunder.

c. Notwithstanding anything to the contrary, if the receiver acting on behalf of the Tenant ("Tenant Receiver"), acting pursuant to that certain Order Appointing Receiver, Freezing Assets, and Imposing Litigation Injunction entered in the United States District Court for the District of Arizona, Case No. 23-cv-02470-PHX-DLR (the "Tenant Receiver Action") sells, on behalf of Tenant, the interests of or substantially all of the assets of Tenant to any successor to Tenant by purchase, merger, consolidation or reorganization ("Tenant Sale"), Tenant may do so without Landlord's consent provided that the assignee meets the notice and Tangible Net Worth requirements in Section 23(a) above. Upon such assignment, Tenant will be released from its obligations under this Lease. If this Lease is assigned pursuant to this Section 23(c), this Section 23(c) will be deemed null and void and shall no longer apply (and all references to Tenant Receiver Action shall also be deleted) and the provisions of Section 23(a) shall control.

**24. ESTOPPEL; ATTORNMEN; SUBORDINATION.** Tenant agrees, without charge and within ten (10) days after request by Landlord or Landlord's mortgagee, to deliver to Landlord a written statement certifying in recordable form satisfactory to such requestor: (a) that this Lease is in full force and effect and has not been modified except by a signed written instrument attached to the written statement, (b) the Commencement Date, termination date, and any options to renew of this Lease, (c) the Rent is paid currently without any off-set or defense thereto, (d) the amount of Rent and security deposits, if any, paid in advance, (e) that Tenant is in occupancy under this Lease; (f) that there are no uncured Defaults by Tenant or Landlord; and (g) any other information which Landlord or mortgagee shall reasonably require. Tenant shall, in the event of any proceedings brought from foreclosure or in the event or exercise of power of sale under any mortgage on the Premises by Landlord, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser or receiver as Landlord under this Lease, provided Tenant and the new owner shall execute a commercially reasonable subordination, non-disturbance and attornment agreement. Tenant hereby subordinates and makes this Lease inferior to now existing and future mortgages or underlying leases on the Premises by Landlord and to any renewals, modifications, consolidations, replacements, and extensions thereof. If Tenant fails to execute any instrument required of such estoppel attornment or subordination requested after fifteen (15) days of the date of notice, then Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instruments, or at Landlord's option, such failure shall constitute a breach of this Lease, and Landlord may terminate this Lease.

**25. DEFAULT.**

a. **Events of Default.** Each of the following events shall be an Event of Default hereunder by Tenant and shall constitute a breach of this Lease:

i. Except for the Tenant Receiver Action, if, at any time during the term of this Lease, Tenant shall file in any court of competent jurisdiction, pursuant to any statute of either the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or any portion of Tenant's property, including, without limitation, its leasehold interest in the Premises, or if Tenant shall make an assignment for the benefit of its creditors or petitions for or enters into an arrangement with its creditors.

ii. Except for the Tenant Receiver Action, if, at any time during the term of this Lease, there shall be filed against Tenant in any court of competent jurisdiction pursuant to any statute of the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Tenant's property, including, without limitation, its leasehold interest in the Premises, and any such proceeding against Tenant shall not be dismissed within sixty (60) days following the commencement thereof.

iii. If Tenant's leasehold interest in the Premises or property therein shall be seized under any levy, execution, attachment or other process of a Governing Body of Law where the same shall not be vacated or stayed on appeal or otherwise within thirty (30) days thereafter, or if Tenant's leasehold interest in the Premises is sold by judicial sale and such sale is not vacated, set aside or stayed on appeal or otherwise within thirty (30) days thereafter.

iv. If Tenant shall fail to pay when due Rent or Expenses due to Landlord from Tenant hereunder, and such Rent or Expenses remains unpaid for a period of ten (10) days.

v. If the Premises is used or permitted to be used for any purpose, or for the conduct of any business or activity, not permitted by this Lease, and such use or activity is not cured after the expiration of Landlord's written fifteen (15) days' notice to Tenant.

vi. If Tenant shall cease the actual and continuous operation of the business contemplated by this Lease to be conducted by Tenant upon, within and from the Premises for a period in excess of fifteen (15) days; or if Tenant shall vacate, desert or abandon the Premises; or if the Premises shall become empty and remain unoccupied for a period in excess of fifteen (15) days.

vii. If Tenant removes or attempts to remove, or manifests an intention to remove Tenant's goods, merchandise or property from or out of the Premises, other than in the usual and ordinary course of Tenant's business, without Landlord's prior written consent and without having first paid to Landlord all rent which may become due during the entire term of this Lease.

viii. If any assignment or transfer shall be made or deemed to be made that is in violation of this Lease, and such assignment or transfer is not canceled after the expiration of Landlord's written fifteen (15) days' notice to cancel to Tenant.

ix. If Tenant shall fail to abide by, comply with or conform to any of the rules and regulations established and promulgated by Landlord for and with respect to Fishermen's Village, the Common Area or the Premises, is not cured after the expiration of Landlord's written fifteen (15) days' notice to Tenant.

x. If Tenant shall fail to comply with any other term, provision, covenant or condition of this Lease, and such failure is not cured after the expiration of Landlord's written fifteen (15) days' notice to Tenant.

b. **Remedies on Default.** If any of the Events of Default shall occur and not be fully cured within the time specified in any notice, Landlord, at any time thereafter, shall have and may exercise any of the following rights and remedies:

i. Landlord may, after the expiration of Landlord's fifteen (15) days' written notice to Tenant and opportunity to cure, terminate this Lease and, peaceably or pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for Landlord's own account and recover immediately from Tenant any and all Rents, Expenses and damages due or in existence at the time of such termination, including, without limitation, (a) all Rent, (b) Tenant's Proportionate Share of Common Area Expenses, (c) all other Expenses agreed and/or required to be paid by Tenant to Landlord, including, all Expenses of Landlord in connection with the recovery of possession and any reletting or attempted reletting of the Premises or any part or parts thereof, including, without limitation, brokerage fees, and the Expense of any alterations or repairs which may be reasonably required to so relet the Premises, or any part or parts thereof.

ii. Landlord may, after the expiration of Landlord's written fifteen (15) days' notice to Tenant, and without terminating this Lease, peaceably or pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for the account of Tenant, make such alterations of and repairs to the Premises as may be reasonably necessary in order to relet the same or any part or parts thereof and relet or attempt to relet the Premises or any part or parts thereof for such term or terms (which may be for a term or terms extending beyond the term of this Lease), at such rents and upon such other terms and provisions as Landlord, in its sole discretion, may deem advisable. If Landlord relets or attempts to relet the Premises, Landlord shall be the sole judge as to the terms and provisions of any new lease or sublease and of whether or not a particular proposed new tenant or sublessee is acceptable to Landlord. If the rents received from such reletting during any period shall be less than that required to be paid during that period by Tenant hereunder, Tenant shall immediately pay any such deficiency to Landlord after the expiration of Landlord's written fifteen (15) days' notice to Tenant, and failing the immediate payment thereof by Tenant to Landlord, Landlord shall immediately be entitled to institute legal proceedings for the recovery and collection of the same. Such deficiency shall be calculated and paid at the time each payment of Rent shall otherwise become due under this Lease, or, at the option of Landlord, accelerated to the end of the Term of this Lease. Landlord shall, in addition, be immediately entitled to sue for and otherwise recover from Tenant any other damages



occasioned by or resulting from Tenant's abandonment of the Premises or other breach of or default under this Lease other than a default in the payment of Rent. No such re-entry, retaking or resumption of possession of the Premises by Landlord for the account of Tenant shall be construed as an election on the part of Landlord to terminate this Lease unless a fifteen (15) days' written notice of such intention shall be given to Tenant or unless the termination of this Lease be decreed by a court of competent jurisdiction. Notwithstanding any such re-entry and reletting or attempted reletting of the Premises or any part or parts thereof for the account of Tenant without termination, Landlord may at any time after fifteen (15) days' written notice to Tenant, elect to terminate this Lease or pursue any other remedy available to Landlord for Tenant's breach of or default under this Lease.

iii. Landlord may, without re-entering, retaking or resuming possession of the Premises, sue for all Rent and Expenses due from Tenant to Landlord hereunder, including, without limitation, Tenant's Proportionate Share of Common Area Expenses, either: (a) as they become due under this Lease, or (b) at Landlord's option, accelerate the maturity and due date of the whole or any part of Rent for the entire then-remaining unexpired balance of the term of this Lease, as well as all other Expenses required to be paid by Tenant to Landlord hereunder, including, without limitation, damages for breach or default of Tenant's obligations hereunder in existence at the time of such acceleration, such that all Rent and Expenses due and payable under this Lease shall, following such acceleration, be treated as being and, in fact, be due and payable in advance as of the date of such acceleration. However, all accelerated Rent and Expenses due from Tenant to Landlord pursuant to the foregoing provisions of this Subsection (iii) shall be subject to adjustment to the then-present value of such accelerated Rent and Expenses at the time of their actual payment by Tenant to Landlord based upon generally accepted accounting principles governing present value calculations. Landlord may recover and collect all such unpaid rents and other Rent and Expenses so sued for by Tenant by distress, levy, execution or otherwise. Regardless of which of the alternative remedies is chosen by Landlord under the foregoing provisions of this Subsection (iii), Landlord shall not be required to relet the Premises nor exercise any other right granted to Landlord pursuant to this Lease, nor shall Landlord be under any obligation to minimize or mitigate Landlord's damages or Tenant's loss as a result of Tenant's breach of or default under this Lease.

c. **Election of Remedies.** The mention in this Lease of any particular remedy shall not preclude Landlord from having or exercising any other remedy at law or in equity. Nothing herein contained shall be construed as precluding Landlord from having or exercising such lawful remedies as may be and become necessary in order to preserve Landlord's right or the interest in the Premises and in this Lease, even before the expiration of the notice periods provided for in this Lease, if under the particular circumstances then existing, the allowance of such notice periods will prejudice or will endanger the rights and/or estate of Landlord in this Lease and/or the Premises.

d. **Landlord's Lien.** Landlord shall have at all times during the term of this Lease, a valid lien for all Rent and Expenses due hereunder from Tenant, upon all goods, wares, merchandise, inventory, furniture, fixtures, equipment and other personal property and effects of Tenant situated in or upon the Premises, and such property shall not be removed therefrom without Landlord's prior written consent until all arrearages in Rent and Expenses then due to Landlord hereunder shall first have been paid and discharged in full. Upon the occurrence of any Event of

Default by Tenant, Landlord may, in addition to any other remedies provided herein or by law, enter upon the Premises and take possession of any and all goods, wares, merchandise, inventory, furniture, fixtures, equipment and other personal property and effects of Tenant situated in or upon the Premises without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, at which Landlord or its assigns may purchase, and apply the proceeds thereof, less any and all Expenses connected with the taking of possession and sale of the property, as a credit against any Expenses due by Tenant and Tenant agrees to pay any deficiency forthwith. Alternatively, the lien hereby granted may be foreclosed in the manner and form provided by law for foreclosure of security interests or in any other manner and form provided by law. The statutory lien for rent, if any, is not hereby waived and the express contractual lien herein granted is in addition and supplementary thereto. Notwithstanding anything to the contrary, upon request of Tenant, Landlord covenants to promptly execute a landlord waiver in form and substance reasonably satisfactory to Landlord, Tenant and Tenant's lender, waiving any lien rights of Landlord in Tenant's personal property for the benefit of any lender providing financing to Tenant, provided that the form and substance of the waiver are satisfactory to Landlord in Landlord's sole discretion.

e. **Rights Cumulative.** The rights and remedies provided and available to Landlord in this Lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any other.

f. **Custom And Usage.** Any law, usage, or custom to the contrary notwithstanding Landlord shall have the rights at all times to enforce the covenants and conditions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of Landlord in refraining from so doing at any time or times. The failure of Landlord at any time to enforce its rights under such covenants and conditions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific covenants and conditions of this Lease or as having in any way or manner modified or waived the same.

**26. SECURITY.** Tenant's Security Deposit is for the performance by Tenant of the terms of this Lease. Landlord may use, apply, or retain the whole or any part of the security so deposited to the extent required for the payment of any Rent or Expenses due Landlord. The Security Deposit shall be returned to Tenant after the expiration of this Lease and after delivery of possession of the Premises to Landlord, provided Tenant shall have complied with all of the terms hereof. In the event of any transfer of title to the Premises, Landlord shall have the right to transfer the Security Deposit to the assignee. Tenant shall not be entitled to any interest on the Security Deposit.

**27. LIABILITY OF LANDLORD.** Tenant shall look solely to Landlord's interest in Fishermen's Village and in Landlord's personal property used in connection with Fishermen's Village for the satisfaction of any judgment or decree requiring the payment of money by Landlord, based upon any default hereunder, and no other property or asset of Landlord shall be subject to

levy, execution or other enforcement procedure for the satisfaction of such judgment or decree.

## 28. MISCELLANEOUS.

a. Notices; Waiver. Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to or on the other, or if either party waives any provision of this Lease, such notice or demand or waiver shall not be deemed to have been duly given or served unless in writing and either personally delivered or forwarded by certified, registered, priority or overnight mail or courier. Notices shall be sent to the addresses on the Data Sheet and addresses may be changed from time to time by either party by serving notice as above provided. If Tenant is absent from the Premises or the address designated for notice, then Landlord may give notice by posting such notice on the Premises.

b. Successors And Assigns. All rights, obligations, and liabilities given to, or imposed upon, the parties hereto shall extend to and bind the respective heirs, executors, administrators, and assigns of such parties. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as hereinabove set forth. Nothing contained in this Lease shall in any manner restrict Landlord's right to assign or encumber this Lease and, in the event Landlord sells its interest in Fishermen's Village and the purchaser assumes Landlord's obligations and covenants, Landlord shall thereupon be relieved of all further obligations hereunder.

c. Governing Law. The laws of the State of Florida shall govern the validity, interpretation, performance, and enforcement of this Lease.

d. Force Majeure. In the event that Landlord or Tenant shall be delayed, or hindered, or prevented from the performance of any act required hereunder for reasons beyond its control, the performance of such act shall be excused for the period of delay, and the period for the performance of any such act shall be extended for the period necessary to complete performance after the end of the period of such delay.

e. Brokerage. Landlord and Tenant hereby represent and warrant to each other that, other than as provided in the Data Sheet, they have not engaged, employed or utilized the services of any business or real estate brokers, salesmen, agents or finders in the initiation, negotiation or consummation of the business and real estate transaction reflected in this Lease, but have dealt and negotiated only directly with each other. On the basis of such representation and warranty, each party shall and hereby agrees to indemnify and save and hold the other party harmless from and against the payment of any other commissions or fees to or claims for commissions or fees by any real estate or business broker, salesman, agent or finder resulting from or arising out of any actions taken or agreements made by them with respect to the business and real estate transaction reflected in this Lease.

f. Authority. All persons executing this Lease on behalf of a corporate Tenant, represent and warrant that they have been authorized to execute this Lease by the corporate Tenant.



g. **Invalid Provisions.** If any provision of this Lease shall be determined to be void, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect.

h. **Intentionally Omitted.**

i. **Attorneys' Fees.** In the event that it shall become necessary for Landlord to employ the services of any attorney to enforce any of its rights under this Lease or to remedy the breach of any covenant of this Lease on the part of Tenant to be kept or performed, the prevailing party shall pay the other party's attorney's fees and costs.

j. **Venue & Waiver Of Jury Trial.** Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with the Lease, Tenant's use or occupancy of the Premises or any claim of injury or damage. The venue of any suit or proceeding brought for the enforcement of or otherwise with respect to this Lease shall always be lodged in the Circuit Court in and for Charlotte County, Florida regardless of whether, under applicable principle of law, value may also be properly lodged in the courts of any other Federal, State or County jurisdiction.

k. **Rules of Construction.** The general rule of construction for interpreting a contract, which provides that the provisions of a contract should be construed against the party preparing the contract, is waived by the parties hereto. Each party acknowledges that such party was represented by separate legal counsel in this matter who participated in the preparation of this Lease or such party had the opportunity to retain counsel to participate in the preparation of this Lease but elected not to do so.

l. **Counterparts.** This Lease may be executed in multiple counterparts, or with multiple signature pages, all of which shall be considered one and the same, and when taken as a whole, shall evidence a valid and binding Lease, which shall become effective when all counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. An executed fax copy or electronic copy of this Lease shall be as enforceable as an original.

m. **Usage; Captions; Grammar.** The headings and captions used throughout this Lease are for convenience and reference only and shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of any provisions in this Lease. The masculine, feminine, or neuter gender, wherever used herein, shall be deemed to include the masculine, feminine, and neuter whenever and wherever applicable herein. Whenever the singular is used it shall be deemed to include the plural whenever and wherever applicable herein, and vice versa. The necessary grammatical changes required to make the provisions hereof apply either to corporation, partnerships, or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

n. **Entire Agreement.** This Lease, including any other writing or communication delivered pursuant hereto, constitutes the entire agreement and understanding between the parties, is the result of a full and complete negotiation at arm's length by all parties,

and supersedes any prior agreement or understanding relating to the subject matter of this Lease. Accordingly, no prior written or oral communications, nor drafts of this Lease or its schedules and exhibits prepared by any party, shall be used to construe or interpret any provisions of the Lease or exhibits and no modification of this Lease shall be binding unless in writing and signed by all of the parties hereto.

o. **Intentionally Omitted.**

p. **Intentionally Omitted.**

q. **Further Cooperation.** The parties agree to cooperate with one another before, on and after the date hereof by furnishing any additional information, and by executing and delivering any additional documents as may be reasonably required in order to carry out the intent of this Lease.

r. **Confidentiality.** The parties acknowledge that all negotiations and terms and conditions of this Lease (including all modifications) are confidential and will not be disclosed in any way to any persons or entities other than the parties' attorneys, accountants, lenders, franchisors, brokers, subsequent purchasers or other person in a similar profession which is necessary for the party to disclose to comply with the terms of this Lease, unless so compelled by order of a court of competent jurisdiction.

s. **Days.** All references to "day" or "days" shall mean any day other than a Saturday, a Sunday or a day on which banking institutions in the State of Florida are authorized or obligated by law or executive order to close.

t. **Time of the Essence.** Time is of the essence of each and every term and provision of this Lease.

u. **No Recordation.** This Lease shall not be recorded, nor shall the existence of this Lease be mentioned in any recorded document unless Landlord does so for purposes of limiting Landlord's liability for mechanic's liens.

## 29. **Releases.**

a. **Release of Tenant:** Upon execution of this Lease, Landlord Receiver acting on behalf of ATA Fishville FL, LLC, shall hereby release Tenant and Tenant Receiver completely and unconditionally, from and with respect to any and all Claims (as hereinafter defined), whether based in law or in equity, and whether based in contract, tort or other theory of liability, and whether or not based upon a statutory or common law basis, which it ever had, has or hereinafter can, shall or may have, arising from or by reason of any matter, cause or thing whatsoever occurring prior to the Effective Date.

b. **Release of Landlord, Landlord Receiver and Lender:** Simultaneously with Landlord's release, Tenant shall hereby release the landlord of the Premises, Landlord Receiver and Lender completely and unconditionally, from and with respect to any and all Claims (as hereinafter defined), whether based in law or in equity, and whether based in contract, tort or other theory of liability, and whether or not based upon a statutory or common law basis, which

they ever had, have or hereinafter can, shall or may have, arising from or by reason of any matter, cause or thing whatsoever occurring prior to the Effective Date.

c. **Claims:** The term “Claims” as used in Subsections a and b above, shall refer to and include any and all actions, causes of action, suits, debts, accounts, covenants, demands, judgments, expenses, costs, attorneys fees, liabilities, loss of business, revenues, security deposit and/or profits, diminution in the value of business, costs of relocation, deposits, set-offs, counter-claims, interest, defenses and any and all other obligations, liabilities and damages of any kind or nature whatsoever, whether known or unknown, tangible or intangible, liquidated or unliquidated, fixed or contingent, whether or not matured solely in connection with this Lease. The term “Claims” shall be given the broadest possible meaning, and it is the specific intent and purpose hereof to release and discharge all claims, whether specifically known or unknown, whether or not specifically referenced in this Agreement, and the parties hereby waive any right to assert that any claims have been, through oversight, error or neglect, intentionally or unintentionally, omitted from the release provisions herein set forth, and to which it is hereby agreed that the parties specifically intend to release any such omitted claims solely in connection with this Lease. Notwithstanding the foregoing, the release provisions in Subsections a and b above shall not affect the party’s obligations under this Lease nor affect any Party’s rights to enforce the terms thereof.

[Signature Page(s) to Follow]

**IN WITNESS WHEREOF**, the undersigned have executed this Lease as of the Effective Date.

**LANDLORD:**

**PGFL ASSOCIATES, LLC**, a Florida limited liability company solely in its capacity as the duly-appointed receiver of ATA FISHVILLE FL, LLC, an Arizona limited liability company

By: 

Printed name: Jeff Kolessar

As its: Court Appointed Receiver

Date: August 22, 2024

**TENANT:**

**VBH PG, LLC**, a Florida limited liability company, by and through **ALLEN D. APPLBAUM**, solely in his capacity as the duly-appointed receiver

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

As its: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the undersigned have executed this Lease as of the Effective Date.

**LANDLORD:**

**PGFL ASSOCIATES, LLC**, a Florida limited liability company solely in its capacity as the duly-appointed receiver of ATA FISHVILLE FL, LLC, an Arizona limited liability company

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

As its: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT:**

**VBH PG, LLC**, a Florida limited liability company, by and through **ALLEN D. APPLBAUM**, solely in his capacity as the duly-appointed receiver

By:  \_\_\_\_\_

Printed name: Allen Applbaum

As its: Receiver, ArciTerra Companies LLC and related entities

Date: 8/23/2024

**Exhibit A – Data Sheet****FISHERMEN’S VILLAGE DATA SHEET**

THIS FISHERMEN’S VILLAGE DATA SHEET is entered into by and between **VBH PG, LLC**, a Florida limited liability company, by and through **ALLEN D. APPLBAUM**, solely in his capacity as duly-appointed receiver (“Tenant”) and **PGFL ASSOCIATES, LLC**, a Florida limited liability company solely in its capacity as the duly-appointed receiver of **ATA FISHVILLE FL, LLC**, an Arizona limited liability company (“Landlord”) as of the date last written below and is incorporated by reference into the Fishermen’s Village Master Lease attached hereto and made a part thereof (“Lease”).

DEFINITIONS: The parties agree that the Lease shall contain the following defined terms:

- (1) “PREMISES”: Unit G-37 consisting of approximately 13,189 rentable square feet more particularly described on Exhibit “B”.
- (2) “PERMITTED USE”: The Premise shall be used by Tenant solely for operation of a sit down and take-out restaurant and brew pub serving “American Style” food and for no other purposes.
- (3) “TRADE NAME”: Tenant shall operate and do business in the Premises and all signs and advertising shall be under the trade name “Brewhouse Fishville LLC”.
- (4) “LEASE COMMENCEMENT DATE”: September 1, 2024
- (5) “RENT COMMENCEMENT DATE”: September 1, 2024
- (6) “TERM”: 10 years from Lease Commencement Date.
- (7) “OPTION TO RENEW”: Tenant shall have the option to renew for two (2) five (5) year terms. Option terms shall be exercised at least one hundred and eighty (180) days prior to the expiration of the current lease term.
- (8) “RENTAL INCREASES”: Rent shall increase by 3% annually to include any option(s) exercised.
- (9) “SECURITY DEPOSIT”: N/A
- (10) “BASE RENT”: See Exhibit “D”
- (11) “ADDITIONAL RENT”: Additional Rent is as follows, but is not limited to:
  - a. “COMMON AREA EXPENSES”: Estimated monthly: \$5,814.15
  - b. REAL ESTATE TAXES: Estimated monthly charge: \$4,077.60

- c. INSURANCE (Extended Fire, Glass, Public Liability): Estimated monthly charge: \$7,275.93
- d. UTILITIES: (Water, Sewer, Trash) Estimated monthly charge: \$1,516.74
- e. MARKETING: (Mall radio, TV, newspaper, billboards, etc.): \$1,099.08
- f. SALES TAX: Per state and county, levied against Rent which includes Additional Rent listed in Paragraph 13 (a-f) above.

(12) ADDRESSES OF THE PARTIES:

Tenant shall pay all Rent and other charges and send all notices and statements required under the Lease to:

Landlord's Address:

200 West Retta Esplanade, #57A  
Punta Gorda, Florida, 33950

or to such other person or entity and at such other place as shall be designated by the Landlord.

Landlord shall send all notices required under the Lease to:

Tenant's Address:

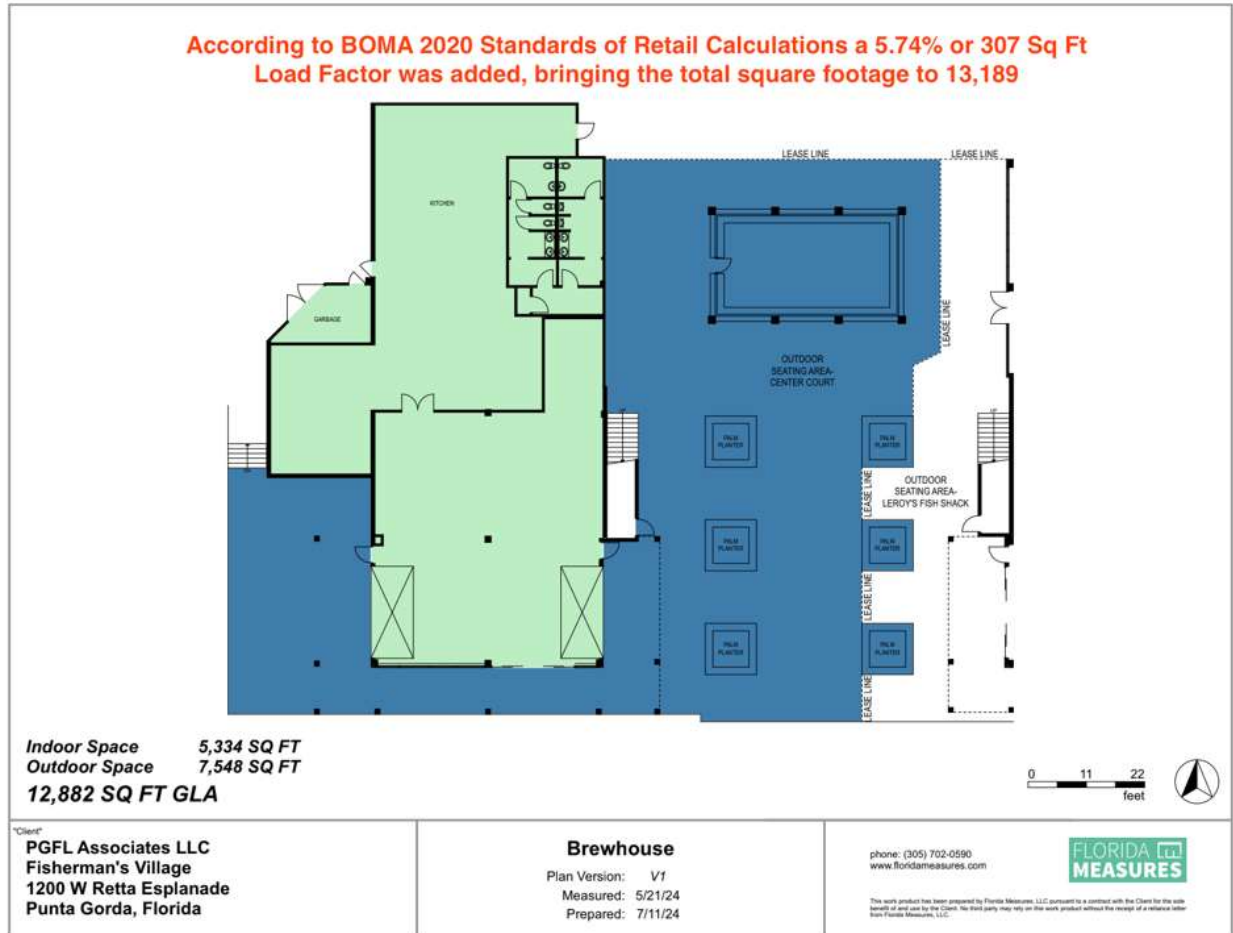
Allen D. Applbaum  
c/o StoneTurn Group, LLP  
17 State Street, 2<sup>nd</sup> Floor  
New York, New York 10004  
(212) 430-3400  
receiver@arciterrareceivership.com

Archer & Greiner, P.C.  
Counsel to the Tenant Receiver  
Attn: Allen G. Kadish and Harrison H.D. Breakstone  
1211 Avenue of the Americas  
New York, New York 10036  
(212) 682-4940  
akadish@archerlaw.com  
hbreakstone@archerlaw.com

(13) OTHER TERMS:

- Landlord Work: N/A
- Tenant Improvement Allowance: N/A

(14) BROKERAGE: SVN Commercial Partners are the sole Brokers in this transaction and will be paid a real estate commission per a separate agreement.

**Exhibit B - Premises**



**Exhibit C - Rules and Regulations****FISHERMEN'S VILLAGE RULES AND REGULATIONS****Updated 11/1/2023**

Landlord agrees to use its reasonable efforts to cause compliance by tenants of Fishermen's Village with these Rules and Regulations, as they may be revised or amended by Landlord from time to time in its commercially reasonable discretion (as amended, the "Rules and Regulations"), but in no event shall Landlord be responsible for the violation or nonperformance of any of these Rules and Regulations by any other tenant Unless otherwise provided, all terms used in these Rules and Regulations shall have the same meaning as set forth in this Lease. To the extent that the provisions of these Rules and Regulations are inconsistent with the provisions of this Lease, the provisions of the Lease shall control. In the event Tenant violates any of the Rules and Regulations and such violation continues for more than 24 hours after Tenant's receipt of notice thereof from Landlord, then in addition to Landlord's other remedies, Tenant shall pay Landlord, and administrative fee equal to \$50.00 per day so long as such violation continues.

1. **Common Areas.** Tenant shall not use the Common Areas, including areas adjacent to the Premises (except any outdoor seating area approved by Landlord pursuant to Section 9 below), for any purpose other than that for which they are designed, and in accordance with all other applicable provisions of this Lease, including these Rules and Regulations. Without limiting the generality of the foregoing, Tenant shall not use the Common Areas to canvass, solicit business or information from, or distribute any article or material to, other tenants, occupants, or invitees of Fishermen's Village, without the express written consent of Landlord. Tenant shall not allow anything to remain in or to obstruct any passageway, sidewalk, court, corridor, stairway, entrance, exit, elevator, shipping area, or other area outside the Premises (except as set forth in Section 8 below). Janitorial closets, utility closets, telephone closets, broom closets, electrical closets, storage closets, and other such closets, rooms and areas shall be used only for the purposes and in the manner designated by Landlord, and may not be used by Tenant, or its contractors, agents, employees, or other parties without Landlord's prior written consent.
2. **Hours of Operation.** The Tenant shall comply with the following minimum hours of operations: **See attached.** Easter, Thanksgiving and Christmas Day are the only days that the Fishermen's Village Tenants are permitted to close at their own discretion. Restaurants are highly encouraged to remain open on these holidays.
3. **No Outside Sales; Loading Areas.** Tenant agrees not to use any portion of the Common Areas for sale or display of any merchandise or any other business, occupation, undertaking or solicitation of customers and further agrees to receive or ship articles of any kind only through loading areas as designated by Landlord.
4. **Parking.** Tenant shall, within 5 days after request from Landlord, furnish to Landlord the automobiles license numbers of all automobiles owned or used by Tenant or its

employees, and Tenant shall cause its employees to park their automobiles only in the employee parking areas designated by Landlord. If there is a violation of the foregoing requirement by any employee of Tenant, Landlord may give Tenant notice thereof, and if such violation continues following notice to Tenant, Landlord shall have the right, at Landlord's option, to tow any vehicle parked in violation of the terms hereof, or to charge Tenant (in lieu of the administrative fee described above) the sum of \$35.00 per day for each violation. Tenant agrees to Indemnify Landlord from all Claims resulting from the violation by Tenant's employees of the provisions of this Section.

5. **Smoking.** Smoking will only be allowed in the designated employee smoking areas. (see attached) This is the only area which Tenants and employees of tenants are permitted to smoke. It is no longer acceptable at anytime to smoke on loading docks or in the retail center.
  
6. **Deliveries.** Deliveries of furniture, inventory and all other items shall be brought into Fishermen's Village in compliance with all Legal Requirements and at Tenant's sole risk. All such deliveries, other than those by the USPS or courier/delivery services such as Federal Express, Amazon and UPS, shall be made from 5:00 am to 10:00 am and only in the designated staging area in the parking lot. Tenant shall move all inventories, supplies, furniture, equipment, and other items directly into the Premises immediately upon receipt. Deliveries after 10:00 am other than USPS, Courier, FedEx, Amazon, or UPS need to coordinate a safe area to unload. This should be an exception not a practice. Vendor delivery onto the Harbor Walk needs prior approval from the Landlord. Tenant may enter the Harbor Walk to load/unload only between the hours of 8:00 am to 10:00 am only. Tenant needs to leave their hazard lights on during this time and refrain from parking in the fire lanes.
  
7. **Trash; Recycling Program.** All garbage, refuse, trash, and other waste shall be kept in the kind of container, placed in the areas, and prepared for collection in the manner and at the times and places reasonably specified by Landlord. Tenant shall not burn any trash or garbage of any kind in or about the Premises or Retail Center. Landlord reserves the right to require that Tenant participate in any recycling program designated by Landlord. If Tenant is permitted under this Lease to handle foodstuffs, garbage and refuse shall be stored and daily removed from the Premises in leak proof, airtight containers. If any leakage occurs, Tenant shall promptly clean and remove any evidence of such leakage at its expense. Tenant shall immediately clean up and remove spills and debris in connection with its disposal of waste at or from the Premises. (See attached current times for refuse/cardboard collections).
  
8. **Pest Control.** Tenant, at its sole cost, shall arrange for pest control at such intervals as may reasonably be required by Landlord. Tenant shall provide Landlord with evidence of Tenant's compliance with this provision within 5 days after Landlord's written request.

Alternatively, Landlord, at its option, may provide a pest control service at competitive rates, and in such case, Landlord may include such cost in Operating costs.

9. **Sign and Display Windows.** Tenant shall not place any sign or any other item outside the Premises (including on the exterior walls and roof), or on the interior or exterior surfaces of doors or glass panes or windows, without the express written consent of Landlord. If Landlord approve or requires illuminated signs, Tenants shall keep them illuminated each day during the hours designated by Landlord from time to time. All Tenants signs shall be professionally designed, prepared, and installed and in good taste so as not to detract from the general appearance of the Premises or the Shopping Center and shall comply with the sign criteria developed by Landlord as set forth in the Lease. Tenant may also display promotional banners inside the Premises. Landlord shall have no right to approve Tenant's interior graphics, so long as the graphics are professionally made. Blinds, shades, drapes, and other such items shall not be placed in or about the windows in the Premises except to the extent, if any, that the character, shape, designs, color material and make thereof is first approved by Landlord in writing. During such periods as Tenant is required to operate the Premises, Tenant shall keep the display window(s) and signs in the Premises well-lit during business hours and daily at least 9:00 p.m., or at Landlord's discretion.
10. **Display of Merchandise.** Tenant shall not place any permanent or temporary fixture or other item or display any merchandise outside of the Premises without first obtaining the Landlord's consent. Tenant may utilize the area immediately outside of their entrance (front door) for display of sale items. Should the Tenant elect to display any items under this rule, a fee of \$75.00 per display rack or table will be charged for the calendar month (each month) with no pro-rating of time less than one calendar month, unless deemed necessary by the Landlord. Sandwich board signs need prior written approval and may be subject to a \$50.00 monthly fee. During certain Village sponsored events, it may be necessary to request these display racks be moved inside your demised premise or within the doorway to allow for better customer accessibility and safety precautions. This will be determined in advance by the Landlord and communicated via general letter to all Merchants. A limitation of numbers of display racks or tables and location may be imposed by the Landlord at its sole discretion.
11. **Music.** Music is only allowed in certain areas of Fishermen's Village and must have the written consent of the Landlord. With the respect of the Suites of Fishermen's Village music needs to be kept between the decibels of 70-80 dB. Music curfew within the Retail Center is to be 9pm on Sunday through Thursday nights and 11pm on Friday and Saturday nights. If complaints are regular from the Suites customers, Landlord reserves the right to change curfew to 9pm. Because of Smugglers location, they cannot exceed 12:00 midnight music curfew and not to exceed 100 decibels. Landlord has the sole right to warn any musician of their sound level and the right to ask the musician to stop playing if they are not within the Fishermen's Village guidelines.

12. **Outdoor Seating.** Tenant is not permitted to maintain outdoor seating without the express written consent of Landlord.
13. **Plumbing Equipment.** The toilet rooms, urinals, wash bowls, drains and sewers and other plumbing fixtures, equipment and lines shall not be misused or used for any purpose other than that for which they were constructed, and no foreign substance of any kind shall be deposited therein. The expense incurred due to any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, invitees or agents shall, have caused such breakage, stoppage, or damage.
14. **Exhaust System; Grease Traps; Odor Control.** If Tenant operates a business on the Premises in which smoke and/or odor cannot be avoided by an exhaust termination location design, Tenant shall, at Tenant's sole cost and expense, provide an exhaust air pollution control system approved by Landlord. If Tenant operates a restaurant, prior to opening for business, Tenant shall install and thereafter maintain, at Tenant's sole cost and expense, a grease containment system, approved by Landlord, and in compliance with Legal Requirements, on all roof exhaust fans serving the Premises. In addition, Tenant shall properly maintain, clean, repair and replace adequate grease traps. Tenant shall clean all grease interceptors no less than 4 times per year. Should the tenant need to access the equipment on the roof please notify the Landlord and the Resort Manager in advance of such work. Notwithstanding anything to the contrary contained in these Rules and Regulations and the Lease, Tenant shall use reasonable and diligent efforts to promptly resolve any odor problems arising from its use of the Premises during the Term.
15. **Tenant Repairs/Maintenance/Remodel.** From time to time a Tenant will need to do work within the demised premise that will be done by a licensed contractor or work done by the Tenant. With respect to the Suites and our guests upstairs work can only be done between the hours of 9:00 am and 9:00 pm. All work should be approved by the Landlord in advance.
16. **Roof; Awnings and Projections.** Tenant shall not install any aerial, antennae, satellite dish or any other device on the roof, exterior walls, or Common Areas of the Shopping Center without obtaining Landlord's prior written consent, provided that, tenant shall be permitted to install, at Tenant's sole cost and expense, cable television service to the Premises. Tenant may install and have access to the rooftop HVAC System only to the extent approved in writing or required by Landlord from time to time in connection with Tenant's obligations under this Lease. Without Landlord's consent, no awning or other projection shall be attached to the exterior walls of the Premises or the building in which the Premises is located. Any item set forth in this Section installed without the prior written consent of Landlord shall be subject to removal by Landlord without notice to Tenant and at Tenant's sole cost and expense. At no time shall there be exposed wires

relating to any service such as internet, cable etc. be exposed to the exterior portion of the building.

17. **Locks and Keys.** Upon termination of this Lease or Tenant's right to possession, Tenant shall: (a) return to Landlord all keys to the demised premise and the mailbox keys. (b) advise Landlord as to the combination of any locks, vaults that Landlord permits to remain in the Premises.
18. **Unattended Premises.** Before leaving the Premises unattended, Tenant shall close and securely lock all doors or other means of entry to the Premises and shut off all faucets. This provision shall not imply that Tenant may leave the Premises unattended in violation of the operating requirements set forth elsewhere in the Rules and Regulations.
19. **Labor Relations; Construction Interference.** Tenant shall conduct its labor relations so as to avoid strikes, picketing and boycotts on or about the Premises or property of Fishermen's Village. If any of Tenant's employees strike, or if picket lines or boycotts or other visible activities objectionable to Landlord are carried out against Tenant, its employees, agents, contractors, or subcontractors in or about the Premises or the property of Fishermen's Village, Tenant shall cause to be removed all such employees, agents, contractors, and subcontractors until the dispute has been settled. Tenant shall do anything which interferes in any way with, or results in a work stoppage in connection with, construction of any part of Fishermen's Village or any other tenant's space.
20. **Landlord's Trade Name and Trademarks.** No symbol, design, name (other than the name of Fishermen's Village in Tenant's advertising as permitted or required by this Lease), mark or insignia adopted by Landlord for Fishermen's Village or picture, or likeness of Fishermen's Village shall be used by Tenant without the prior written consent of Landlord.
21. **Prohibited Activities.** Tenant shall not: (a) use strobe, flashing lights or rotating spotlights in the Premises (or other areas of Fishermen's Village) or in any signs for the Premises; (b) use, sell or distribute leaflets, handbills, bumper stickers, other stickers or decals, balloons or other such articles in the Premises (or other areas of Fishermen's Village); (c) operated any loudspeaker, telephone set, phonograph, radio, CD player or other musical or sound producing instrument or devise that can be heard outside the Premises; (d) operate any electrical or other device which interferes with radio, television, microwave, or other broadcasting or reception in and around Fishermen's Village; (e) permit objectionable noise, vibration, smoke, fumes, vapors or odors to emanate from the Premises; (f) do anything in or about the premises or any other areas of Fishermen's Village that is unlawful, immoral, obscene, pornographic, or which tends to create or maintain a nuisance or do any act tending to injure the reputation of Fishermen's Village; (g) permit upon the Premises anything that violates the certificates of occupancy issued for the Premises, or causes a cancellation of Landlord's insurance

policies or increases Landlord's insurance premiums (and Tenant shall comply with all Insurance Requirements); (h) permit upon the premises anything that may be dangerous to parties or property (including flammable oils, fluids, paints, chemicals, firearms or any explosive articles or material (s)); (i) permit or advertise any auction or closing-out or wholesale business in the Premises; or any distress sale, fire sale, bankruptcy sale, liquidation, relocation sale, closing sale, going-out of business sale, sheriff's sale, receiver's sale, or any other sale that, in Landlords' opinion, adversely affects the reputation of Fishermen's Village or suggests that the business operations are to be discontinued in the Premises; nor (j) do anything in the Premises or any other area of Fishermen's Village in any way tending to disturb, bother or annoy any other tenant at Fishermen's Village or the occupants of the Suites, Marina or neighboring property.

22. **Responsibility of Compliance.** Tenant shall be responsible for ensuring compliance with these Rules and Regulations, as well as the compliance to these Rules and Regulations to all Tenant's employees, agents, invitees, contractors, subcontractors, and suppliers.
23. **Conflict.** To the extent of any direct conflict between a use restricted by these rules and regulations and the terms and provisions of (Permitted Use), the provisions in the Lease shall prevail.

**Fall Hours of Operation**  
**Rules and Regulations**

Effective **Monday November 1<sup>st</sup>**, 2023 we will be extending our Retail Center hours as follows:

**Retail:**

Monday thru Saturday	10:00 am to 8:00 pm
Sunday's	12:00 noon to 6:00 pm

**Restaurants:**

Monday thru Thursday	11:30 am to 9:00 pm
Friday and Saturday's	11:30 am to 10:00 pm
Sunday's	11:30 am to 8:00 pm

Easter, Thanksgiving and Christmas Day are the only days that the Fishermen's Village Tenants are authorized, at their own discretion to close. Restaurants are highly encouraged to remain open on these holidays.

**Smoking**

Continuing to improve the over-all appearance of our property we are implementing a designated smoking area for all Tenants and employees of Tenants.

The only designated smoking area currently will be on the deck next to Salty Paws for all employees, tenants. (See picture) It will no longer be acceptable to smoke on the loading docks or any other area besides this designated area. (See attached picture)

Please inform your employees as this takes effect Monday March 14, 2022.

**Garbage/Cardboard Program**

**All Merchant Garbage.**

**Garbage/Cardboard only can be placed outside on the back dock 15 min prior to pick-up.**

If the garbage time is missed it must remain within your demised premise to the next pick-up.

First pick-up at 11:00 am.

Second pick-up at 3:00 pm

Third pick-up at 6:00 pm.

Fourth pick-up at 8:00 pm.

**Restaurants.**

**Cardboard Only:**

First pick-up at 11:00 am.

Second pick-up at 3:00 pm

Third pick-up at 6:00 pm



**Restaurant Trash Pickup:**

Please continue to use the radio system as needed. Please compact all your garbage except for glass and tie each bag.

Do not put garbage of any kind or cardboard on the loading docks overnight. Our intent is to keep our property clean for the customer.

**Code of Conduct (Simplified)**

The following rules set forth shall remain in effect at all times and prevail over any internal rules that may exist internally at the tenant level.

**Drugs & Alcohol**

Under no circumstance shall it be deemed acceptable for any **tenant**, its **employees**, **administrative staff**, or **accompanying parties** to be on the premises of Fisherman's Village or any of its sister properties while intoxicated **or** under the influence of any illegal drug **or** substance.

**What does this mean?**

You cannot be "drunk", "high", or incapacitated due to the abuse of alcohol, drugs, or other legal substances and be on property. As The Suites is on property, it will be off-limits as well, regardless of its lodging status.

**Behavior**

Under no circumstances shall it be deemed acceptable for any **tenant, its employees, administrative staff, or accompanying parties** to behave in a manner which is less than **cordial & respectful** when interacting with guests of the Village, fellow tenants, employees, administrative staff, or guests of any of the aforementioned parties.

**What does this mean?**

You need to be respectful to every single person the second you step foot on the property of Fisherman's Village and until you have left the property. There will be no tolerance for belligerence and disrespect. There is no excuse for it.

**Consequence of Violation**

Should the **Drugs & Alcohol or Behavioral** rules be violated, Security will immediately at the time of the incident be informed & brought to the location of the incident, and the following will take place.



**Security shall perform the following at time of incident:**

- Isolate the subject (tenant & its affiliates) who may be in violation of said rules from the public.
- Interview all parties involved & determine whether or not the individual(s) appear to be in violation of the Code of Conduct. If it has been determined that the involved parties have been in violation, Security will see to it that they are vacated from the premises immediately, whether voluntarily or by escort of City of Punta Gorda Police Department.
- Write a detailed formal report of the incident whether or not it has been determined that the subject is in violation of the Code of Conduct & send report immediately and without any reasonable delay to the Central Office. If the incident affects another tenant, the report shall also be sent to the tenant in addition to the Central Office.

**Post-Incident Administrative Procedure**

- Upon review of the formal report created by Security &/OR City of Punta Gorda Police Department, Central Office shall meet internally to determine the consequences of the violation(s) and inform the involved parties of the **FINAL** determination.

**What does this mean?**

If you break the rules, you will not receive any special treatment. You have created a problem for the operations of the Village, visitors and customers of the Village, it's tenants & staff, and will be dealt with accordingly. You may be fired or suspended immediately upon determination by Central Office.

Fisherman's Village is a prestigious place to work and visit and the expectations of its staff are that they uphold the image we sell to our visitors and customers. There is no higher priority than working together respectfully to serve our clientele and as such, if you break the rules, you may no longer be a part of the Fisherman's Village team. The purpose of this code is to make the operations better and to improve the guest experience for **ALL** tenants.

**Exhibit D - Base Rent Schedule**

<b>Year</b>	<b>Annual Base Rent</b>	<b>Monthly</b>
1	\$725,395.00	\$60,449.58
2	\$747,156.85	\$62,263.07
3	\$769,571.56	\$64,130.96
4	\$792,658.70	\$66,054.89
5	\$816,438.46	\$68,036.54
6	\$840,931.62	\$70,077.63
7	\$866,159.57	\$72,179.96
8	\$892,144.35	\$74,345.36
9	\$918,908.68	\$76,575.72
10	\$946,475.94	\$78,873.00

**Exhibit E – Personal Guaranty**

**FISHERMEN’S VILLAGE LEASE GUARANTY**

IN CONSIDERATION OF, and as an inducement to the execution of the Lease for FISHERMEN’S VILLAGE UNIT G-37, (“Lease”) dated [\_\_\_\_\_] by and between \_\_\_\_\_ (“Tenant”) and **PGFL ASSOCIATES, LLC**, a Florida limited liability company solely in its capacity as the duly-appointed receiver of ATA FISHVILLE FL, LLC, an Arizona limited liability company (“Landlord”), having an address at 1200 West Retta Esplanade, #57A, Punta Gorda, Florida 33950, the undersigned, [\_\_\_\_\_] (“Guarantor”), having an address of [\_\_\_\_\_] jointly and severally, if more than one person or entity, for other valuable consideration, receipt of which is hereby acknowledged, hereby covenant and agree as follows:

1. If Tenant shall default in the performance of any of the covenants and obligations of said Lease on Tenant's part to be performed (including, but not limited to, payment of all amounts due thereunder), then Guarantor will on demand perform the covenants and obligations of the Lease on Tenant's part to be performed and will on demand pay to Landlord any and all sums due to Landlord, including all damages and expenses that may arise in consequence of Tenant's default (the “Obligations”), and Guarantor does hereby waive all requirements of notice of the acceptance of this Guaranty and all requirements of notice of breach or nonperformance by Tenant.

2. This Guaranty is a guaranty of payment, and not of collection, for any sum of money owing from Tenant to Landlord. This is a continuing guaranty relating to Tenant’s Indebtedness (defined below) under the Lease, or Indebtedness arising under subsequent or successive renewals or transactions that may either continue to increase the Indebtedness or from time to time renew the Indebtedness after it has been satisfied, and with respect to surviving Indebtedness, after its termination or expiration.

3. Guarantor hereby waives:

- a. any right to require that any prior action be brought against Tenant;
- b. any right to require that resort be had to any security or to any other credit in favor of Tenant;
- c. all suretyship defenses generally, and the right to petition for the marshaling of assets;
- d. protest and notice of default, and demand for payment or nonperformance of any obligations guaranteed by this Guaranty; and
- e. ny and all other notices and legal or equitable defenses to which Guarantor may be entitled in its capacity as Guarantor;

4. This Guaranty shall remain and continue in full force and effect:

- f. as to any renewal, extension, holdover, modification or amendment of the Lease (including any expansion of the Premises and any increase in Tenant's obligations to Landlord) and this Guaranty shall remain and continue in full force and effect as to the Lease even though Tenant may have subleased all or any portion of the Premises or assigned all or any portion of Tenant's interest in the Lease. Guarantor waives notice of any and all such renewals, extensions, holdovers, modifications, amendments, subleases or assignments;
- g. even though Landlord may have waived one or more defaults by Tenant, extended the time of performance by Tenant, released, returned or misapplied other collateral given as additional security (including other guaranties), exchanged, surrendered or released Tenant from the performance of its obligations under the Lease, accepted any partial payment or performance, compromised or released any claims Landlord has or may hereafter have against Tenant or otherwise grant any other consideration to Tenant from time to time;
- h. notwithstanding the institution by or against Tenant of bankruptcy, reorganization, readjustment, receivership or insolvency proceeding of any nature, or the disaffirmance of the Lease in any such proceedings or otherwise; and
- i. until such time as Landlord has executed and delivered to Guarantor an instrument specifically releasing Guarantor, Guarantor may not be released by any actions or oral statements of Landlord or by implication.

5. If the Lease shall be terminated due to a default by Tenant, Guarantor shall (without in any way limiting its liability under any other provision of this Guaranty), at the request of and within the complete discretion of Landlord, enter into a new Lease with Landlord on the same terms and conditions as contained in the Lease immediately prior to its termination, commencing on the termination date of said Lease and ending on the expiration date of said Lease; this provision shall not, however, vest Guarantor with any right to demand or require such a new Lease from Landlord. Landlord shall have sole and absolute discretion as to whether or not such a new lease shall be required.

6. Guarantor shall submit to Landlord annually, or at such other times as Landlord shall request, financial statements and such other financial information as Landlord shall require, which shall be audited by a certified public accountant if required by Landlord.

7. If Guarantor is an entity, Guarantor represents and warrants that this Guaranty has been duly authorized by all necessary actions on Guarantor's part, has been duly executed and delivered by a duly authorized party, and constitutes Guarantor's valid and legally binding agreement in accordance with its terms.

8. This Guaranty shall be applicable to and inure to the benefit of Landlord, its successors and assigns and shall be binding upon the heirs, representatives, successors and assigns of Guarantor.

9. Guarantor may, at Landlord's option, be joined in any action or proceeding commenced by Landlord against Tenant in connection with and based upon any covenants and obligations in the Lease and/or this Guaranty, and Guarantor waives any demand by Landlord and/or prior action by Landlord of any nature whatsoever against Guarantor.

10. If this Guaranty is signed by more than one party, their obligations shall be joint and several and the release of one of such Guarantors shall not release any other such Guarantors.

11. The liability of Guarantor is co-extensive with that of Tenant and also joint and several; an action may be brought against Guarantor and carried to final judgment either with or without making Tenant a party thereto.

12. Until all of Tenant's obligations under the Lease are fully performed, Guarantor (1) waives any rights that Guarantor may have against Tenant by reason of any one or more payments or acts in compliance with the obligation of Guarantor under this Guaranty, and (2) subordinates any liability or Indebtedness of Tenant held by Guarantor to the obligations of Tenant to Landlord under the Lease. Such Indebtedness of Tenant to Guarantor, if Landlord so requests upon event of default, shall be collected, enforced and received by Guarantor as trustee for Landlord and be paid over to Landlord on account of the Indebtedness of Tenant to Landlord, but without reducing or affecting in any manner the liability of Guarantor under the provisions of this Guaranty. The term "Indebtedness" is used herein in its most comprehensive sense, and includes any and all rents, obligations and liabilities of Tenant, whether voluntary or involuntary and however arising, whether Tenant may be liable individually or jointly with others, or whether recovery upon such Indebtedness may be or hereafter becomes barred by any statute of limitations, or whether such Indebtedness may be or hereafter becomes otherwise unenforceable.

13. This Guaranty and the Lease shall be governed by and interpreted under the laws of state and federal courts serving Charlotte County, Florida and Guarantor specifically authorizes any such action to be instituted and prosecuted in the state and federal courts serving Charlotte County, Florida, at the election of Landlord, where venue would lie and be proper. Guarantor irrevocably appoints Tenant as its agent for service of process.

14. Guarantor hereby waives the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty and any plea or claim of lack of personal jurisdiction or improper venue in any action, suit or proceeding brought to enforce this Guaranty or any of the obligations arising hereunder.

15. Guarantor will pay to Landlord all of Landlord's expenses incurred in enforcing this Guaranty, including, but not limited to, attorneys' fees and costs incurred by Landlord prior to trial, at the trial level and at all levels of appeal and in connection with any bankruptcy or administrative proceedings.

16. Any notices required hereunder shall be sent via nationally recognized overnight courier service to the address set forth on page 1 hereof and shall be deemed received on the first

business day said courier service attempts to deliver the same to the addressee. Either Guarantor or Landlord may change its address for notices hereunder by providing the other party with five (5) business days' notice of such change in address in the manner notices are to be sent under the Lease.

17. LANDLORD AND GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY AND ANY AGREEMENTS CONTEMPLATED HEREBY TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES HERETO, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LANDLORD'S ACCEPTANCE OF THIS GUARANTY.

18. Guarantor shall from time to time execute, acknowledge, deliver and file all further instruments reasonably necessary under the laws of the state where the project is located or the United States of America, to make effective: (a) the appointment of Tenant as its agent for service of process; (b) the consent of Guarantor to personal jurisdiction of the state and federal courts serving Charlotte County, Florida and the venue of any court in Charlotte County, Florida; and (c) the other provisions of this Guaranty.

19. Guarantor authorizes Landlord, without notice or demand and without affecting its liability hereunder, from time to time to:

j. a. Renew, amend, compromise, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the Indebtedness or any part thereof;

k. b. Take and hold security for the payment of this guaranty or the Obligations guaranteed, exchange, enforce, waive and release any such security;

l. c. Apply such security and direct the order or manner of sale thereof as Landlord in its discretion may determine.

20. In addition to all liens upon, and rights of set-off against the monies, securities or other property of Guarantor given to Landlord by law, Landlord shall have a lien upon and a right of set-off against all monies, securities and other property of Guarantor now or hereafter in the possession of or on deposit with Landlord, whether held in a general or special account of deposit, or for safekeeping or otherwise; and every such lien and right of set-off may be exercised without demand upon or notice to Guarantor. To the extent permitted by law, no act or conduct on the part of the Landlord, or by any neglect to exercise such right of set-off or to enforce such lien, or by any delay in so doing, shall operate as a waiver of such right; and every right of set-off and lien shall continue in full force and effect until such right of set-off or lien is specifically waived or released by an instrument in writing executed by Landlord.

21. Guarantor also hereby waives any claim, right or remedy which Guarantor may now have or hereafter acquire against the Tenant that arises hereunder and/or from the performance by Guarantor hereunder including, without limitation, any claim, remedy or right of subrogation,

reimbursement, exoneration, indemnification, or participation in any claim, right or remedy of Landlord against the Guarantor or any security which Landlord now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

22. Guarantor agrees: (1) to indemnify and hold Landlord harmless from and against any damages Landlord may suffer for any breach by Tenant; (2) to be liable for the Tenant's breach of each and every provision in the Lease; and (3) to be bound by the Lease as if Guarantor were Tenant

Terms defined in the Lease shall have the same meaning herein.

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the Guarantor has hereunto set its hands and seal.

**GUARANTOR(S):**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESS(ES)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT B**

**PROPOSED ORDER**

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA**

United States Securities and Exchange  
Commission,

Plaintiff,

v.

Jonathan Larmore, et al.,

Defendants, and

Michelle Larmore, Marcia Larmore,  
CSL Investments, LLC,  
MML Investments, LLC,  
Spike Holdings, LLC,  
and JMMAL Investments, LLC,

Relief Defendants.

Case No. 23-CV-02470-PHX-DLR

**[PROPOSED] ORDER (I)  
DESIGNATING ADDITIONAL  
RECEIVERSHIP ENTITIES;  
AND (II) GRANTING RELATED  
RELIEF**

The Court having considered the Receiver's Motion for an order: (I) designating additional Receivership Entities; and (II) granting related relief (the "Motion") [ECF No. \_\_\_]; and upon the Declaration of David Holley in support of the motion (the "Holley Declaration"); and after due deliberation; and it appearing that the relief sought in the Motion is in the best interest of the Receivership Estate, its creditors, investors and other parties in interest,

**IT IS HEREBY FOUND, DETERMINED, AND CONCLUDED THAT:**

1. This Court has jurisdiction over this matter, the above-captioned defendants and relief defendants, and over all property of the Receivership Estate.

2. Proper, timely, adequate, and sufficient notice of the Motion has been provided, such notice was sufficient and appropriate under the particular circumstances, and no other or further notice of the Motion or relief sought in the Motion is necessary or required.

3. A reasonable opportunity to object or be heard regarding the requested relief in the Motion and this Order has been afforded to all interested parties, including, without limitation, all parties to this action and all persons or entities known to the Receiver that have or may have an interest in the Additional Entities.

4. The request to designate the Additional Entities, as described below, as Receivership Entities based upon the facts presented and the well-reasoned case law cited in the Motion, and the Additional Entities should be deemed Receivership Entities, *nunc pro tunc*, effective as of December 21, 2023, the date of the commencement of the receivership herein.

**NOW, THEREFORE, BASED UPON THE FOREGOING FINDINGS AND THE RECORD BEFORE THIS COURT, IT IS HEREBY**

**ORDERED** that the Motion is GRANTED as set forth in this Order; and it is further

**ORDERED** that the Receivership Estate is expanded to include Brewhouse Fishville, LLC, Brewhouse I, LLC and Village Brewhouse, LLC, and such entities are designated Receivership Entities; and it is further

1       **ORDERED** that Allen D. Applbaum, is hereby appointed the Receiver over  
2 Brewhouse Fishville, LLC, Brewhouse I, LLC and Village Brewhouse, LLC, their  
3 subsidiaries, successors and assigns and the Receiver is hereby authorized, empowered and  
4 directed to take all actions with respect to these three entities set forth in or contemplated  
5 by the Receivership Order; and it is further

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7       **ORDERED** that the Receivership Order shall apply to Brewhouse Fishville, LLC,  
8 Brewhouse I, LLC and Village Brewhouse, LLC, *nunc pro tunc*, effective as of December  
9 21, 2023, as if the Additional Receivership Entities were originally included on Exhibit A  
10 to the Receivership Order; and it is further

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12       **ORDERED** that the attached Exhibit 1 is substituted as Exhibit A to the  
13 Receivership Order so as to include the Additional Entities identified herein; and it is  
14 further

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16       **ORDERED** that, other than as set forth herein, the Receivership Order shall remain  
17 in full force and effect; and it is further

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19       **ORDERED** that, the requirements of 28 U.S.C. §754 be, and hereby are, waived  
20 and jurisdiction conferred nevertheless; and it is further

21       **ORDERED** that this Order shall become effective immediately upon its entry; and  
22 it is further

1           **ORDERED** that this Court shall retain jurisdiction over any and all matters or  
2 disputes arising from or related to this Order or its enforcement.

3           Dated this \_\_ day of \_\_\_\_\_, 2025.

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5 \_\_\_\_\_  
6 Douglas L. Rayes  
7 Senior United States District Judge  
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