

**SECOND AMENDMENT
TO CONTRACT NUMBER 015-2015**

THIS SECOND AMENDMENT ("Amendment") to CONTRACT NUMBER 015-2015 is entered into effective as of April 28, 2017, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), KIRISHNNA, INC. ("Previous Landlord"), and DKI BUILDING, LLC. ("New Landlord").

RECITALS

- A. Florida Housing and Previous Landlord entered into Contract Number 015-2015, dated June 12, 2015, ("Contract") wherein the Parties entered into a Commercial Lease Agreement. As used herein, "Lease" shall include within its meaning any modification or amendment to the Commercial Lease Agreement.
- B. The initial term of the Lease is for five years, beginning June 15, 2015, and ending at 12:00 noon on June 14, 2020.
- C. Florida Housing and Previous Landlord wish to formally assign the Lease to the New Landlord, who purchased the property located at 3630 Peddie Drive, Unit 350 Tallahassee, Florida, 32304 on April 28, 2017.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of April 28, 2017. The above recitals are true and correct and form a part of this Amendment.

B. Assignment of Lease. The New Landlord is hereby assigned the terms and conditions of the original Lease and its First Amendment, except as amended below.

C. Amendments.

1. The Parties acknowledge that the security deposit was paid to the Previous Landlord in accordance with Section 16 of the Lease. This security deposit will be transferred from the Previous Landlord to the New Landlord without penalty to Florida Housing.

D. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.


4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Lease shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

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IN WITNESS WHEREOF, the Parties have executed this SECOND AMENDMENT to Contract Number 015-2015, by a duly authorized representative, effective as of April 28, 2017.

KIRISHNNA, INC.

By:  _____

Name/Title: AT Patel owner

Date: 6/20/17

FEIN: 20-2247173

DKI BUILDING, LLC.

By: _____

Name/Title: _____

Date: _____

FEIN: _____

FLORIDA HOUSING FINANCE CORPORATION

By: _____

Name/Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties have executed this SECOND AMENDMENT to Contract Number 015-2015, by a duly authorized representative, effective as of April 28, 2017.

KIRISHNNA, INC.

By: _____

Name/Title: _____

Date: _____

FEIN: _____

DKI BUILDING, LLC.

By:  _____

Name/Title: Shaun Carpentier President

Date: 6/20/17

FEIN: 90-0936649

FLORIDA HOUSING FINANCE CORPORATION

By:  _____

Name/Title: Hugh A. Brown - General Counsel

Date: 6-22-17

**FIRST AMENDMENT
TO CONTRACT NUMBER 015-2015**

THIS FIRST AMENDMENT ("Amendment") to CONTRACT NUMBER 015-2015 is entered into effective as of September 17, 2015, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), NEELY AND LYNDA LEWIS ("Previous Landlord"), and KIRISHNNA, INC. ("New Landlord").

RECITALS

- A. Florida Housing and Previous Landlord entered into Contract Number 015-2015, dated June 12, 2015, ("Contract") wherein the Parties entered into a Commercial Lease Agreement. As used herein, "Lease" shall include within its meaning any modification or amendment to the Commercial Lease Agreement.
- B. The initial term of the Lease is for five years, beginning June 15, 2015, and ending at 12:00 noon on June 14, 2020.
- C. Florida Housing and Previous Landlord wish to formally assign the Lease to the New Landlord, who purchased the property located at 3630 Peddie Drive, Unit 350 Tallahassee, Florida, 32304 on September 17, 2015.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of September 17, 2015. The above recitals are true and correct and form a part of this Amendment.

B. Assignment of Lease. The New Landlord is hereby assigned the terms and conditions of the original Lease, except as amended below.

C. Amendments.

1. Section 11 of the Lease is hereby deleted in its entirety and is replaced with the following:

The Tenant will pay the Base Rent on or before the First of each and every month of the term of this Lease to the Landlord via an ACH transaction or check.

2. The Parties acknowledge that the security deposit was paid to the Previous Landlord in accordance with Section 16 of the Lease. This security deposit will be

transferred from the Previous Landlord to the New Landlord without penalty to Florida Housing.

D. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Lease shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

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IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Contract Number 015-2015, by a duly authorized representative, effective as of September 17, 2015.

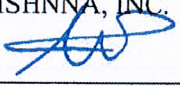
NEELY AND LYNDA LEWIS

By: ~~Synda Lewis~~ for Neely Lewis as his attorney in fact
Synda Lewis as an individual
Name/Title: _____

Date: 10-1-15

FEIN: _____

KIRISHNNA, INC.

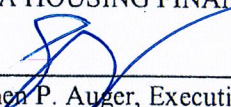
By: 

Name/Title: Anuj Patel / principal

Date: 9/28/15

FEIN: 20-2247173

FLORIDA HOUSING FINANCE CORPORATION

By: 
Stephen P. Auger, Executive Director

Date: 10/2/15

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 12th day of June, 2015

BETWEEN:

**Neely and Lynda Lewis of 3467 Chamblee Road, Tallahassee, Florida, 32309
(the "Landlord")**

OF THE FIRST PART

- AND -

**Florida Housing Finance Corporation of 227 North Bronough Street, Suite 5000,
Tallahassee, Florida, 32301
(the "Tenant")**

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 3630 Peddie Drive, Unit 350 Tallahassee, FL, 32304, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. Those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
 - ii. Those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the warehouse space at 3630 Peddie Drive, Unit 350, Tallahassee, FL, 32304 and comprises a Leasable Area of 2,311 square feet.
- f. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

- 2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

- 3. The Landlord agrees to rent to the Tenant the warehouse space municipally described as 3630 Peddie Drive, Unit 350, Tallahassee, FL, 32304, (the "Premises") and comprises a Leasable Area of 2,311 square feet. The Premises will be used for only the following permitted use (the "Permitted Use"): Warehouse space. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.
- 4. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in Unit 350 to any tenant who will be conducting in such premises as its principal business, the services of: Warehouse space.
- 5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the 'Parking') on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's space.
- 6. The Premises are provided to the Tenant without any fixtures, chattels or leasehold improvements.

Term

- 7. The term of the Lease commences at 12:00 noon on June 15, 2015 and ends at 12:00 noon on June 14, 2020.

8. The Tenant understands that the Leasible Area, inclusive of the Premises, is for sale. With express written consent between the Tenant and any new ownership, this Lease may be assigned. Should the new owners not be amenable to assuming this Lease, the Landlord will provide the tenant a minimum of 90 days written notice of termination.
9. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

Rent

10. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$1,059.20 payable per month, for the Premises (the "Base Rent").
11. The Tenant will pay the Base Rent on or before the First of each and every month of the term of this Lease to the Landlord at 3467 Chamblee Drive, Tallahassee, FL, 32309, or at such other place as the Landlord may later designate.
12. The Tenant will be charged an additional amount of \$150.00 for any late payment of Rent paid after the third day of the month. If a check has been returned by the financial institution, the Tenant shall be charged a \$75.00 returned check fee.
13. For any rent review negotiation, the basic rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.

Use and Occupation

14. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of Florida Housing Finance Corporation. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
15. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Security Deposit

16. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of \$500.00 (the "Security Deposit") to be held by the Landlord without interest.

The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.

17. The Tenant may not use the Security Deposit as payment for the Rent.
18. Within 30 days after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: 227 North Bronough Street, Suite 5000, Tallahassee, Florida, 32301, or at such other place as the Tenant may advise.

Quiet Enjoyment

19. The Landlord covenants that on paying the Base Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

20. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

21. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.
22. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of

law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

Additional Rights on Reentry

23. If the Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
 - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
 - c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
 - d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
 - e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
 - f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
 - g. after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
 - h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
 - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the

- expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
- iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:
 - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
 - ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Landlord Improvements

24. The Landlord will make the following improvements to the Premises:
 - a. Prior to the Tenant taking possession of the premises, the Landlord will make changes to interior drywall to close other interior access points to the unit. Additionally, the Landlord will remove remaining debris from unit and protruding nails from shared wall.

Tenant Chattels

25. The Tenant will not supply any chattels.

Utilities and Other Costs

26. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, water, sewer, telephone, internet and cable.

Insurance

27. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.
28. The Tenant is not responsible for insuring the Premises for either damage and loss to the structure, mechanical or improvements to the Building on the Premises, and the Tenant assumes no liability for any such loss.

Governing Law

29. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Florida, without regard to the jurisdiction in which any action or special proceeding may be instituted. The venue for any dispute shall be in Leon County, Florida.

Severability

30. If any provision of this Lease is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict or unenforceability, and shall be deemed severable, but shall not invalidate any other provision of this Lease.
31. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Florida (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

32. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

33. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Care and Use of Premises

34. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
35. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the spaces allotted to them.

The Tenant shall be assigned three (3) spaces in the front and three (3) spaces in the back of the Premises for standard business operations.

36. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
37. The Tenant will not engage in any illegal trade or activity on or about the Premises.
38. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

38. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Rules and Regulations

39. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

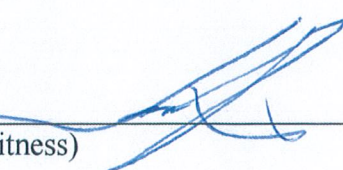
General Provisions

40. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
41. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
42. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.
43. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

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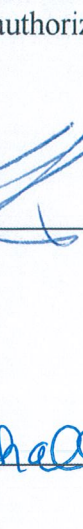
IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 12 day of June, 2015.

(Witness)



Neely and Lynda Lewis (Landlord)

(Witness)



Florida Housing Finance Corporation (Tenant)
Stephen P. Auger, Executive Director