COMPOSITE EXHIBIT A
Lease of Property Agreement

This lease of warehouse space, made by and between Republic Metals Warehouse LLC whose address is 12900 N.W. 38th Avenue, Opa Locka, Fl, 33054 hereinafter called “Lessor”, and Republic Metals Corporation, whose address is 12900 N.W. 38th Avenue, Opa Locka, Fl, 33054 hereinafter called “Lessee”.

Witnesseth:

1. That Lessor hereby leases to Lessee, and Lessee leases from Lessor, subject to the terms and conditions herein set forth, the following (hereinafter sometimes referred to as the "Property"):

   13000 NW 38th Avenue, Opa Locka, FL 33054

2. Lessor hereby leases to Lessee said Property for the purpose of:

   Performing normal business operations

3. The term of this lease is 5 years beginning on March 1, 2014

4. In consideration of said lease, Lessee covenants and agrees as follows:

   (a) To pay to Lessor for the possession and use of said Property for the purpose aforesaid, the sum of $23,200.00 plus applicable sales tax payable at the beginning of each month.

   (b) To safely keep and carefully use the Property and not sell or attempt to sell, remove or attempt to remove, the same or any part thereof, except reasonably for the purpose aforesaid.

   (c) Lessee shall, during the term of this lease and until return and delivery of the Property to Lessor, abide by and conform to, and cause others to abide by and conform to, all laws and governmental orders, rules and regulations, including any future amendments thereto, controlling or in any manner affecting operation, use or occupancy of said Property or use premises by said Property.

   (d) Lessee accepts the Property in its present condition, and during the term of this lease and until return and delivery of the Property Lessor the Lessee shall maintain it in its present condition, reasonable wear and tear occurring despite standards of good maintenance of Property excepted, and shall repair at his own expense any damages to said Property caused by operation or use by lessee or by others during the term of this lease and until delivery of the Property to Lessor. Further, lessee shall not directly or indirectly assign, transfer, mortgage or pledge said Property.
(e) Lessee shall be responsible and liable to Lessor for, and indemnify Lessor against, any and all damage to the Property, which occurs in any manner from any cause or causes during the term of this lease or until return and delivery of the Property to Lessor. Lessee shall be responsible and liable for, indemnify Lessor against, hold Lessor free and harmless from any claim or claims of any kind whatsoever for or from, and promptly pay any judgment for, any and all liability for personal injuries, death or property damages, or any of them, which arise or in any manner are occasioned by the acts or negligence of Lessee or others in the custody, operation or use of, or with respect to, said Property, during the term of this lease or until return and delivery of the Property to Lessor.

(f) Lessee will keep insured from and including this day until return and delivery of the Property to Lessor, in such company or companies as Lessor shall approve, according to applicable standard forms of policy, and for the benefit of Lessor, (1) against loss or damage from any cause or causes to the Property for the full value thereof in the amount of one million dollars, and (2) against liability for personal injuries, death, or property damages, or any of them, arising or in any manner occasioned by the acts or negligence of Lessee or others in the custody, operation or use of, or with respect to said Property, in the amount of one million dollars relative to personal injuries and/or death and one million dollars relative to property damages.

(g) Lessee shall return and deliver, at the expiration of the term herein granted, the whole of said Property to the Lessor in as good condition as the same is, reasonable wear and tear excepted.

(h) It is mutually agreed that in case Lessee shall violate any of the aforesaid covenants, terms and conditions Lessor may at his option without notice terminate this lease and take possession of said Property wherever found.

WITNESSES:

X ___________________________________________ Date: / / 

X ___________________________________________ Date: / / 

X JASON RUBIN, MANAGER
REPUBLIC METALS WAREHOUSE LLC
LESSOR

Date: 3/10/14

X JASON RUBIN, PRESIDENT
REPUBLIC METALS CORPORATION
LESSEE

Date: 3/10/14
Lease of Property Agreement

This lease of warehouse and office space, made by and between Rose Rubin as Trustee of the Richard Rubin Intervivos Revocable Trust Agreement dated March 28, 1991 and Rose Rubin as Trustee of the Rose Rubin Intervivos Revocable Trust Agreement dated March 28, 1991, whose address is 12900 N.W. 38th Avenue, Opa Locka, FL 33054 hereinafter called "Lessor", and Republic Metals Corporation, whose address is 12900 N.W. 38th Avenue, Opa Locka, FL 33054 hereinafter called "Lessee".

Witnesseth:

1. That Lessor hereby leases to Lessee, and Lessee leases from Lessor, subject to the terms and conditions herein set forth, the following (hereinafter sometimes referred to as the "Property"):

12900 NW 38 Ave, Opa Locka, Florida 33054

2. Lessor hereby leases to Lessee said Property for the purpose of

Refinery and Office Space

3. The term of this lease is 5 years beginning March 1, 2014

4. In consideration of said lease, Lessee covenants and agrees as follows:

(a) To pay to Lessor for the possession and use of said Property for the purpose aforesaid, the sum of eight thousand five hundred dollars plus applicable sales tax, payable at the beginning of each month.

(b) To safely keep and carefully use the Property and not sell or attempt to sell, remove or attempt to remove, the same or any part thereof, except reasonably for the purpose aforesaid.

(c) Lessee shall, during the term of this lease and until return and delivery of the Property to Lessor, abide by and conform to, and cause others to abide by and conform to, all laws and governmental orders, rules and regulations, including any future amendments thereto, controlling or in any manner affecting operation, use or occupancy of said Property or use premises by said Property.

(d) Lessee accepts the Property in its present condition, and during the term of this lease and until return and delivery of the Property Lessor the Lessee shall maintain it in its present condition, reasonable wear and tear occurring despite standards of good maintenance of Property excepted, and shall repair at his own expense any damages to
said Property caused by operation or use by lessee or by others during the term of this lease and until delivery of the Property to Lessor.

(e) Neither Lessee nor others shall have the right to incur any mechanic's or other lien in connection with the repair, maintenance or storage of said Property, and Lessee agrees that neither he nor others will attempt to convey or mortgage or create any lien of any kind or character against the same or do anything or take action that might mature into such a lien.

(f) Lessee shall be responsible and liable to Lessor for, and indemnify Lessor against, any and all damage to the Property, which occurs in any manner from any cause or causes during the term of this lease or until return and delivery of the Property to Lessor. Lessee shall be responsible and liable for, indemnify Lessor against, hold Lessor free and harmless from any claim or claims of any kind whatsoever for or from, and promptly pay any judgment for, any and all liability for personal injuries, death or property damages, or any of them, which arise or in any manner are occasioned by the acts or negligence of Lessee or others in the custody, operation or use of, or with respect to, said Property, during the term of this lease or until return and delivery of the Property to Lessor.

(g) Lessee will keep insured from and including this day until return and delivery of the Property to Lessor, in such company or companies as Lessor shall approve, according to applicable standard forms of policy, and for the benefit of Lessor, (1) against loss or damage from any cause or causes to the Property for the full value thereof in the amount of one million dollars, and (2) against liability for personal injuries, death, or property damages, or any of them, arising or in any manner occasioned by the acts or negligence of Lessee or others in the custody, operation or use of, or with respect to said Property, in the amount of one million dollars relative to personal injuries and/or death and one million dollars relative to property damages.

(h) Lessee shall return and deliver, at the expiration of the term herein granted, the whole of said Property to the Lessor in as good condition as the same is, reasonable wear and tear excepted.

(i) It is mutually agreed that in case Lessee shall violate any of the aforesaid covenants, terms and conditions Lessor may at his option without notice terminate this lease and take possession of said Property wherever found.

WITNESSES

X ___________________________ Date: / / /

X ___________________________ Date: / / /
X 
ROSE RUBIN AS TRUSTEE
OF THE ROSE RUBIN INTERVIVOS
REVOCABLE TRUST AGREEMENT DATED
MARCH 28, 1991, LESSOR

X 
ROSE RUBIN AS TRUSTEE
OF THE RICHARD RUBIN INTERVIVOS
REVOCABLE TRUST AGREEMENT DATED
MARCH 28, 1991, LESSOR

X 
JASON RUBIN, PRESIDENT
REPUBLIC METALS CORPORATION
LESSEE

Date: 2/5/2014

Date: 2/5/2014

Date: 2/5/2014
WAREHOUSE LEASE AGREEMENT
This Warehouse Lease Agreement dated the 17th day of December 2017, by and between RICHARD RUBIN-LINDJAY INVESTMENTS, LLC, hereafter, “Landlord” and REPUBLIC HIGH TECH METALS, LLC, hereafter, “Tenant.

Landlord, in consideration of the rent to be paid hereunder and the other covenants to be performed by Tenant, does hereby lease to Tenant and Tenant in consideration of Landlord’s agreement to enter into this Agreement, does hereby lease from Landlord, the commercial property consisting of land and warehouse building (said building being approximately 14,600 square feet,) collectively referred to herein as the “Premises”, located at 13001(c) NW Avenue, 38th Ave Opa Locka, Florida, Miami Gardens, Florida 33014

TO HAVE AND TO HOLD, the leased Premises together with the rights and appurtenances thereto, subject to the following terms and conditions.

TERM: The Tenant, shall have and to hold the leased Premises for a term of Sixty (60) Months beginning January 1, 2018 and ending December 31, 2022.

RENT: Tenant agrees to pay the Landlord the rent due hereunder, payable as follows:

Commencing January 1, 2018 and on the first day of each month through December 31, 20018, the sum of Nine Thousand Six Hundred and No/100 Dollars ($9,600.00).

Commencing January 1, 2019 and on the first day of each month through December 31, 2019, the sum of Nine Thousand Eight Hundred and No/100 Dollars ($9,888.00).

Commencing January 1, 2020 on the first day of each month through December 31, 2020, the sum of Ten Thousand One Hundred Eighty Four and No/100 Dollars ($10,184.00).

Commencing January 1, 2021 and on the first day of each month through December 31, 2021, the sum of Ten Thousand Four Hundred Eighty Nine and No/100 Dollars ($10,489.00).

Commencing January 1, 2022 on the first day of each month through December 31, 2022, the sum of Ten Thousand Eight Hundred Three and No/100 Dollars ($10,803.00).

Rent shall be payable to Landlord, at 12900 NW 38th Avenue, Opa-Locka, Florida 33054, in advance, plus applicable Florida Sales Tax, without notice or demand or set-off, during each and every month of the Lease Term. Such monthly installments of Rent shall be due on or before the first day of each and every calendar month of the Lease Term. The Florida Sales Tax shall be computed on the base rent set forth above as well as all sums of money to be paid by Tenant hereunder that is defined as “Additional Rent.”

In the event that Tenant shall not have the funds necessary to pay the rent during the first 5 months of the lease or has not been otherwise able to make arrangements for the payment of said rent, Landlord agrees to defer the payment of rent for the first 5 month of the lease whereupon the Tenant shall pay Landlord a lump sum payment in the sixth month of the Lease for the prior five months together with the rent for June 2018.

Provided that the rent is in good standing at the termination of this initial rental period of the Lease, the Tenant shall have the option to renew the Lease at commercially acceptable terms, in the sole
option and discretion of the Landlord.

It is further agreed and covenanted by and between the parties as follows:

1. SECURITY: Tenant, will deposit with Landlord the sum of Ten Thousand and No/100 Dollars ($10,000.00), either upon execution of this Lease or if unable to do so then no later than June 2018. Said sum shall be retained by Landlord as security for the payment by Tenant of the rents herein agreed to be paid by Tenant and for the faithful performance by Tenant of the terms and covenants of this Lease.

2. EXAMINATION OF PREMISES: Tenant having examined the Premises is familiar with the condition thereof and relying solely on such examination will take them in their present condition, unless otherwise expressly agreed upon in writing.

3. USE: The Premises shall be used by Tenant for the processing, refining, handling, development, manufacture and sale of various forms of precious metals and other metals for use in high technological applications, as well as any and all other business purposes related thereto, either in whole or in part. Tenant accepts the full responsibility to obtain all necessary permits, licenses, or any other approvals for said Use. Tenant is responsible at its expense to check that this Use is permitted within the current zoning for the Premises and to comply with all zoning use requirements on a continuing basis.

4. ALTERATIONS: (a) Tenant will make no alterations, additions or improvements in or to the Premises without the written consent of Landlord. All Tenant improvements upon the Premises and any replacements thereof, including all air conditioning systems, additions, fixtures, or improvements, except only store and office furniture, and equipment which shall be readily removable without injury to the Premises, shall be and remain a part of the Premises at the expiration of this Lease.

(b). In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant (i) the same shall be made by Tenant at Tenant's sole cost and expense by licensed and bonded contractors.

(c). Tenant shall, at its expense, before commencing any alterations, additions, installations or improvements obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly, duplicates of all such permits, approvals and certificates to Landlord. Tenant agrees to carry and will cause Tenant's contractors and sub-contractors to carry such workman's compensation, general liability, personal and property damage insurance as Landlord may require.

(d). All improvements made to the leased Premises shall be the property of Landlord upon termination of the Lease as set forth above. All improvement or property brought onto the Premises by Tenant during the term of the Lease which under Florida law are defined as “fixtures” shall be the property of Landlord upon termination of the Lease.

(e) Tenant shall provide Landlord with copies of all drawings, plans, spec sheets and the like, related to the proposed improvements to the premises prior to same being made as well as all construction contracts applicable thereto including architectural. This shall all be part of the Landlord required approval process. Approval shall be at the sole option and discretion of Landlord and not subject any reasonable approval requirements.

5. EXTERIOR: (a) Except as set forth in hereinbelow, Landlord agrees to keep the structural and
exterior portions of the Premises and roof in good repair unless damaged by the acts of Tenant, its agents, employees, invitees, customers or contractors. Tenant shall give to Landlord seven (7) days written notice of needed repairs and Landlord shall have a reasonable time thereafter to make them assuming necessity exists within the sole discretion of Landlord.

(b). The Tenant acknowledges that it is responsible for cleaning, sweeping and litter removal from the parking lot on an as needed basis. In addition, Tenant shall be responsible for all damage or loss to the parking areas caused by the use thereof by Tenant, its agents, employees, invitees, customers or contractors, including without limitation, damage from trailers, dripping or leaking oil, fuel, fluids, coolant or lubricants, broken or missing car bumpers, missing or damaged gates, fencing, bollards or signs at its sole expense.

(c) Tenant agrees to keep the following items or areas of the premises in good and substantial repair and clean condition at Tenant's own expense, regardless of whether such items are located in the interior or exterior of the Premise, to wit: overhead doors, loading docks, loading dock bumpers, load levelers, dock shelters, awnings and signage. In the event that any of those items need to be replaced same shall be at the cost of Tenant.

6. INTERIOR: (a) Tenant agrees to keep the interior of said premises, windows, screens, awnings, doors, including the interior walls, pipes, machinery, plumbing, lights, electric panels and wiring, fire sprinkler systems other fixtures and interior appurtenances, in good and substantial repair and clean condition at Tenant's sole expense. Tenant shall, at its own cost and expense, repair or replace the compressors and the motors of the air conditioning unit (or units) located in office areas.

7. INSURANCE: (a) Tenant will carry at its expense, commercial general liability insurance with limits of not less than $2,000,000.00, naming Landlord as an additional insured and fire legal liability insurance in the same amount as the insurance replacement value of the premises as set forth in the property insurance policy carried by the Landlord. Proof of such insurance shall be provided to Landlord prior to Tenant prior to its occupancy of the Premises.

(b). Tenant shall, pay as additional rent its proportionate share of the amount of insurance premiums now or hereafter in force that may be caused by Tenant's use or occupancy of the Premises and including but not limited to all-risk property and comprehensive including windstorm, hurricanes, fire insurance covering the Premises. Tenant acknowledges that the Premises represents 26% of the Building and that its proportionate share of the insurance premiums is 26%. Landlord shall be entitled to collect interest on the unpaid amount at the rate of 18% per annum. In addition, any increase in any insurance with is specifically required by an insurer or Landlord by virtue of the operations conducted at the leased premises shall be paid for by Tenant without reduction for the percentage allocation set forth above.

(c). Tenant shall comply with all recommendations and requirements of the insurance company insuring any part of the premises which requirements relate to the condition of use of the Premises, equipment, installations therein, operating procedures or the health or safety of the Tenant, its employees and visitors and guest and invitees.

8. TERMINATION OF LEASE IF UNTENANTABLE. In the event that the Premises shall be destroyed or so damaged or injured by fire or other casualty during the term of the Lease, or any extension thereof, whereby same shall be rendered untenantable, Landlord shall have the right to render the Premises untenable by repairs within 90 days from the date same became untenantable.
Upon failing to render the Premises so tenantable within said period of time, either party shall have the option in its sole discretion to cancel the Lease commencing 10 days after the aforesaid 90-day period. The cancellation shall be evidenced by a writing delivered to the other party. During any period that the Premises are rendered untenantable, rent shall be abated.

9. PERSONAL PROPERTY. All personal property placed or moved in the Premises above described shall be at the risk of Tenant or the owner thereof, and Landlord shall not be liable to Tenant for any damages to said personal property unless caused by or due to the gross negligence of Landlord.

10. CHARGES FOR SERVICES AND UTILITIES. Any charges incurred by Landlord for work done to the Premises by order of the Tenant, other than those required to be performed by Landlord for its account by virtue of the provisions of this Lease, shall promptly be paid by Tenant within 10 days of being provided with an invoice for same. Additionally, Tenant shall be responsible for any and all utilities charged against the Premises by reason of Tenant's use and occupancy. Such charges shall include but not necessarily be limited to water, electric and gas. Landlord shall have the option of establishing utility services in its name and monthly charging Tenant for same, or requiring Tenant to establish utility accounts in its own name.

11. PROPERTY TAX. (a) Tenant shall, within ten (10) days of written demand, pay as additional rent its proportionate share of the Real Property Taxes assessed against the Premises. Landlord agrees to furnish Tenant with copies of the current year bills. Tenant acknowledges that the Premises represents 26% of the Building and Land and that its proportionate share of in the Real Property Taxes is 26%

(b) Tenant shall be responsible for and shall pay before delinquent, all municipal, county, or state taxes assessed during the Lease term against any occupancy interest or personal property of any kind, owned by or placed in, upon or about the Premises by Tenant.

12. ENVIRONMENTAL. (a) Tenant shall not use or suffer the Premises to be used in any manner so as to create an environmental violation or hazard, nor shall Tenant cause or suffer to be caused any chemical contamination or discharge of a substance of any nature which is noxious, offensive or harmful or which under any law, rule or regulation of any governmental authority having jurisdiction construes a Hazardous Substance or Hazardous Waste. Tenant shall also immediately notify Landlord in writing of any environmental concerns relating to Hazardous Substances or Hazardous Waste. Tenant shall also immediately notify Landlord in writing of any environmental concerns of which Tenant is or becomes aware and which are raised by any private party or government agency with regard to each of the Environmental Laws. Tenant shall also notify Landlord immediately of any Hazardous Waste spills at the Premises and of any other Hazardous Waste or substances of which Tenant becomes aware. Not in limitation of the generality of the foregoing, but as additional covenants, Tenant specifically agrees that unless receiving permission of Landlord and appropriate governmental permits, permission, licensing and the like, (i) Tenant shall not generate, manufacture, refine, transport, treat, store, handle, dispose of or otherwise deal with any Hazardous Substances or Hazardous Waste as now or hereafter defined by applicable law; and (ii) Tenant shall defend, indemnify and hold Landlord harmless against any liability, loss, cost or expense, including reasonable attorneys' fees and costs (whether or not legal action has been instituted) investigative, trial and appellate levels incurred by reason of the existence of or any failure by Tenant to comply with any environmental law now or hereafter in effect.
13. **LIENS.** (a) Tenant agrees to pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and will indemnify Landlord against all legal costs and charges, bond premiums for release of liens, including counsel fees reasonably incurred in and about the defense of any suit in discharging the said Premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by Landlord.

(b). The Tenant shall not have authority to create any liens for labor or material on the Landlord’s interest in the above described Property and all persons contracting with Tenant for the destruction of removal of any building, or the erection, installation, alteration, or repair of any building or other improvements on the above described Premises, and all materialmen, contractors, mechanics and laborers are hereby charged with notice that they must look to the Tenant and to the Tenant’s interest only in the above described Property to secure the payment of the bill for work done or material furnished during the rental period created by this Lease.

Notwithstanding this provision, any such materialmen, contractors, mechanics and laborers who obtain written authority and consent from Landlord with regard to the services, labor or materials referred to herein, shall be relieved of the lien limitations set forth herein but shall not be entitled to seek payment from Landlord unless it otherwise agrees to in writing.

14. **RIGHT OF ENTRY:** Landlord, or any of his agents, shall have the right to enter said Premises during all reasonable hours, with prior written notice except in the case of an emergency, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation of the said building.

15. **INDEMNIFY LANDLORD:** In consideration of said Premises being leased to Tenant for the above rental, Tenant agrees: That Tenant, at all times, will indemnify and keep harmless Landlord from all losses, damages, liabilities and expenses which may arise or be claimed against Landlord and be in favor of any person, firm or corporation, for any injuries or damages to the person or property of any person, firm or corporation, consequent upon or arising from the use or occupancy of said Premises by Tenant, or consequent upon or arising from any acts, omissions, neglect or fault of Tenant (his agents, servants, employees, licensees customers or invitees), or consequent upon or arising from Tenant's failure to comply with the aforesaid laws, statutes, ordinances or regulations; that Landlord shall not be liable to Tenant for any damages, losses or injuries to the person or property of Tenant which may be caused by the acts, neglect, omissions or faults of any person, firm or corporation, and that Tenant will indemnify and keep harmless Landlord from all damages, liabilities, losses, injuries, or expenses which may arise or be claimed against Landlord and be in favor of any person, firm or corporation, for any injuries or damages to the person or property of any person, firm or corporation, where said injuries or damages arose about or upon said Premises.

Notwithstanding anything in this Lease to the contrary: (a) Tenant shall not be required to indemnify Landlord for any injury to any person, firm, corporation or property caused by Landlord, his agents, servants, employees, licensees, customers or invitees and (b) Landlord's liability shall be strictly limited to Landlord's interest in the demised property and the amount of Landlord's insurance coverages.

16. **MORTGAGE-SUBORDINATION.** (a). This Lease is and shall be subject to any mortgage, whether presently existing or hereafter arising upon the Premises or upon the building or improvements situated thereon and to any renewals, modifications, refinancing or extensions thereof.

(b). Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any first mortgage, now existing or hereafter placed upon the Premises or the building or
improvements thereon and Tenant agrees upon demand to execute such further instruments subordinating the Lease or attornment to the holder of any such first lien as Landlord may request.

(c). Tenant agrees from time to time upon request by Landlord to provide an estoppel certificate in recordable form certifying that the Lease is in good standing and not in default and that Landlord has complied with all of its requirements under the Lease and that no basis exists for Tenant to terminate the Lease by reason of any default on the part of the Landlord. Said certificate shall also state the amount of rent payable under the lease and the due date thereof as well as any other financial obligations of Tenant under the Lease.

(d). In the event of a sale or assignment of Landlord’s interest in the Lease, whether voluntarily or involuntarily and whether the result of a mortgage foreclosure or similar proceedings, the Tenant shall give full and complete attornment to the new purchaser or owner and recognize same as if the original Landlord.

17. ASSIGNMENT. (a). The Tenant shall not without the written consent of Landlord, at its sole and absolute option and discretion, assign this Lease to a third party or any part thereof. In the event Landlord consents to such assignment, the Assignee shall execute a document agreeing to be bound by the terms of the Lease. Notwithstanding such assignment, the Tenant shall remain liable for the Assignee’s performance under the Lease.

(b). This Lease shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

18. SURRENDER PREMISES. Tenant shall surrender the Premises to Landlord upon the end of the Lease term in as good condition as the Premises were at the beginning of the term, reasonable and ordinary wear excepted. Tenant’s failure to timely surrender the Premises shall make it liable to Landlord for all of its damages by reason of such failure and shall further entitle Landlord to collect double the rent until Tenant vacates the Premises. In addition, Landlord shall be entitled to its reasonable costs and attorney fees it incurs by reason of the Tenant’s breach of this provision.

19. DEFAULTS; REMEDIES. Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of the Lease by Tenant:

(a). Vacating or abandoning the Premises by Tenant.

(b). Failure of Tenant to pay rent or make any other payment required under the lease when such failure continues beyond 7 days from the due date of said payment. No demand by Landlord is required as a condition of this provision and Tenant is charged with knowledge of the due date of any payment required under the Lease.

(c). The failure of Tenant to observe or perform any requirement, condition, covenant or duty imposed upon it under the terms of this Lease which such default continues beyond 15 days from written demand by Landlord to Tenant to correct the default.

(d). The insolvency of Tenant; filing a Petition in Bankruptcy seeking liquidation or reorganization; making an assignment for the benefit of creditors; the appointment of a receiver or trustee to take possession of substantially all of the assets of the Tenant; attachment execution or seizure of substantially all of the assets of Tenant.
19.1. **Remedies:** In the event of a material breach or default under the Lease by Tenant, Landlord, may at any time and with or without notice and without limiting Landlord’s rights or remedies:

(a). Terminate Tenant’s right to possession of the Premises by any lawful means, in which case the Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover all damages incurred by it as the result of Tenant’s default together with attorney fees, and costs, the balance of the rent due under the lease term,

(b). Maintain Tenant’s right to possession in which case the Lease shall remain in effect. In this event, Landlord shall be entitled to enforce all of its rights and remedies under the Lease.

(c). Pursue any other remedy now or hereafter available to Landlord under the laws of the State of Florida. Unpaid rent shall bear interest from the due date of same at the highest interest rate permitted by law.

19.2. **DEFAULT BY LANDLORD.** Landlord shall not be default under the Lease unless it fails to perform its obligations hereunder for a period of 30 days after receiving written notice from the Tenant specifying the nature of Landlord’s default. Landlord shall not be in default if it commences to remedy the default within 30 days of the notice although not having completed the remedy so long as it is pursing same diligently. Tenant shall be responsible to continue paying all rent and other sums of money due by it under the Lease during the default period.

19.3. **LATE CHARGES.** If any installment of rent or other sum of money due by Tenant under the Lease is not paid when due, said delinquent amount shall bear interest at the rate of 10% per annum until paid. The parties agree that said charge is reasonable in an attempt to compensate Landlord for its expenses incurred by reason of the Tenant’s default. Acceptance by Landlord of the late charge shall not be deemed a waiver of Tenant’s default nor prohibit Landlord from enforcing any and all other rights and remedies it may have by reason of Tenant’s default.

20. **CONSENT.** Any consent required of Landlord under the Lease prior to any proposed action by Tenant may be withheld by Landlord at its sole option and discretion and whether or not said lack of consent is arbitrary or unreasonable. Any required consent shall be in writing in order to be effectual.

21. **QUIET ENJOYMENT.** Subject to the terms and conditions of the Lease, Landlord agrees that Tenant shall and may peacefully have, hold and enjoy the Premises without hindrance so long as Tenant is not in default under the Lease.

22. **COUNTERPARTS.** The Lease may be executed in any number of counterparts. Each counterpart shall be deemed to be an original, but all such counterparts together shall constitute but one Lease.

23. **ATTORNEY FEES.** Tenant agrees to pay all costs, reasonable attorney fees and collection costs at pre-trial level, trial and appellate levels on any part of the rental provided for hereunder that may be collected by an attorney. In all other litigated matters, the prevailing party shall be entitled to its costs and reasonable attorney fees.

24. **FLORIDA LAW.** This Lease shall be subject to and interpreted under the laws of the State of Florida.

25. **ARBITRATION.** Any controversy, dispute or claim, of whatsoever kind and nature, arising out of or
related to the Lease shall be submitted to binding Arbitration and not to a court for determination. Each party acknowledges and agrees that it has unequivocally given up and waived any right or opportunity to file, litigate, or have heard any claims, causes of actions or disputes in a federal or state or other court of law or equity whether by non jury or jury. The Arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA). The arbitration shall be conducted by a panel of three arbitrators. Each party shall select one arbitrator and the both selected arbitrators shall jointly select the third arbitrators or the panel may be chosen as provided under the rules of the AAA. However, it is mandatory that 3 arbitrators form the panel. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall initially pay his/her/its own legal fees and costs and any other fees and costs incurred in connection with the arbitration. In this regard, the parties shall initially equally divide any fees, costs or expenses charged by the AAA for its involvement in the arbitration proceedings, provided however, that the arbitration panel shall award the arbitrators’ fees and costs to the prevailing party as well as that party’s reasonable attorney’s fees. Venue for the arbitration proceedings shall be Miami Dade County, Florida.

26. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties and all prior agreements and understanding are merged herein. The Lease may only be modified only by a written agreement executed by all parties.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

LANDLORD:

RICHARD RUBIN, LINDAY INVESTMENTS, LLC.

By: JASON RUBIN, Member/Manager

Dated December 17, 2017

TENANT:

REPUBLIC HIGH TECH MECHANICS, LLC.

By: JASON RUBIN, Member/Manager

Dated December 2017
WAREHOUSE LEASE AGREEMENT

This Warehouse Lease Agreement dated the 24TH day of April, 2017, by and between RRLJ2, LLC, hereafter, “Landlord” and REPUBLIC CARBON COMPANY, LLC, hereafter, “Tenant.

Landlord, in consideration of the rent to be paid hereunder and the other covenants to be performed by Tenant, does hereby lease to Tenant and Tenant in consideration of Landlord’s agreement to enter into this Agreement, does hereby lease from Landlord, the commercial property consisting of land and warehouse building (said building being approximately 27,755 square feet, collectively referred to herein as the “Premises”, located at 5295 NW 163rd Street, Miami Gardens, Florida.33014

TO HAVE AND TO HOLD, the leased Premises together with the rights and appurtenances thereto, subject to the following terms and conditions.

TERM: The Tenant, shall have and to hold the leased Premises for a term of Sixty (60) Months beginning May 1, 2017 and ending April 30, 2022.

RENT: Tenant agrees to pay the Landlord the rent due hereunder, payable as follows:

Commencing May 1 2017, and on the first day of each month through April 30, 2018, the sum of Thirteen Thousand Eight Hundred Seventy Seven and 50/100 Dollars (13,877.50).

Commencing May 1 2018, and on the first day of each month through April 30, 2019, the sum of Fourteen Thousand Five Hundred Seventy One and 00/100 Dollars ($14,571.00).

Commencing May 1 2019, and on the first day of each month through April 30, 2020, the sum of Fifteen Thousand Two Hundred Ninety Nine and 55/100 Dollars ($15,299.55).

Commencing May 1 2020, and on the first day of each month through April 30, 2021, the sum of Sixteen Thousand Sixty Four and 50/100 Dollars ($16,664.50).

Commencing May 1 2021, and on the first day of each month through April 30, 2022, the sum of Sixteen Thousand Eight Hundred Sixty-Seven and 70/100 Dollars ($16,867.70).

Rent shall be payable to Landlord, RRLJ2, LLC at 12900 NW 38th Avenue, Opa-Locka, Florida 33054, in advance, plus applicable Florida Sales Tax, without notice or demand or set-off, during each and every month of the Lease Term. Such monthly installments of Rent shall be due on or before the first day of each and every calendar month of the Lease Term. The Florida Sales Tax shall be computed on the base rent set forth above as well as all sums of money to be paid by Tenant hereunder that is defined as “Additional Rent.”

It is further agreed and covenanted by and between the parties as follows:

1. SECURITY: Tenant, concurrently with the execution of this Lease, has deposited with Landlord the sum of Thirteen Thousand and 00/100($13,000.00) Dollars, the receipt of which is hereby acknowledged by Landlord., which sum shall be retained by Landlord as security for the payment by Tenant of the rents herein agreed to be paid by Tenant and for the faithful performance by Tenant of the terms and covenants of this Lease.

2. EXAMINATION OF PREMISES: Tenant having examined the Premises is familiar with the condition thereof and relying solely on such examination will take them in their present condition, unless otherwise expressly agreed upon in writing.
3. USE: The Premises shall be used by Tenant for the processing, refining, handling, purchase and sale of mining carbon as well as any and all other business purposes related thereto, either in whole or in part. Tenant accepts the full responsibility to obtain all necessary permits, licenses, or any other approvals for said Use. Tenant is responsible to check that this Use is permitted within the current zoning for the Premises and to comply with all zoning use requirements on a continuing basis.

4. ALTERATIONS: (a) Tenant will make no alterations, additions or improvements in or to the Premises without the written consent of Landlord; and all Tenant improvements upon the Premises and any replacements thereof, including all air conditioning systems, additions, fixtures, or improvements, except only store and office furniture and fixtures which shall be readily removable without injury to the Premises, shall be and remain a part of the Premises at the expiration of this Lease.

(b). In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant (i) the same shall be made by Tenant at Tenant’s sole cost and expense by licensed and bonded contractors;

(c). Tenant shall, at its expense, before commencing any alterations, additions, installations or improvements obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly, duplicates of all such permits, approvals and certificates to Landlord. Tenant agrees to carry and will cause Tenant’s contractors and sub-contractors to carry such workmen’s compensation, general liability, personal and property damage insurance as Landlord may require.

(d). All improvements made to the leased Premises shall be the property of Landlord upon termination of the Lease. All improvement or property brought onto the Premises by Tenant during the term of the Lease which under Florida law are defined as “fixtures” shall be the property of Landlord upon termination of the Lease.

5. EXTERIOR: (a) Except as set forth hereinbelow, Landlord agrees to keep the structural and exterior portions of the Premises and roof in good repair unless damaged by the acts of Tenant, its agents, employees, invitees, customers or contractors. Tenant shall give to Landlord seven (7) days written notice of needed repairs and Landlord shall have a reasonable time thereafter to make them.

(b). The Tenant acknowledges that it is responsible for cleaning, sweeping and litter removal from the parking lot on an as needed basis. In addition, Tenant shall be responsible for all damage or loss to the parking areas caused by the use thereof by Tenant, its agents, employees, invitees, customers or contractors, including without limitation, damage from trailers, dripping or leaking oil, fuel, fluids, coolant or lubricants, broken or missing car bumpers, missing or damaged gates, fencing, bollards or signs at Tenant’s expense.

(c) Tenant agrees to keep the following machinery, fixtures and equipment or areas of the Premises in good and substantial repair and clean condition at Tenant’s own expense. regardless of whether such items are located in the interior or exterior of the Premises: overhead doors, loading docks, loading dock bumpers, load levelers, dock shelters, awnings and signage. In the event that any of those items need to be replaced due to normal wear and tear and not due to the Tenant’s specific use, occupancy or negligence, the Landlord shall repair or replace them at its sole cost and expense.

6. INTERIOR: (a) Tenant agrees to keep the interior of said Premises, windows, screens, awnings, doors, including the interior walls, pipes, machinery, plumbing, lights, electric panels and wiring, fire sprinkler systems other fixtures and interior appurtenances, in good and substantial repair and clean condition at Tenant’s sole expense. The Landlord shall, at its own cost and expense, repair or replace the compressors and the motors of the air conditioning unit (or units) presently located in the office area.
long as said repair or replacement is as a result of normal wear and tear and not due to Tenant's negligence or failure to maintain said equipment.

7. INSURANCE: (a) Tenant will carry at its expense, commercial general liability insurance with limits of not less than $2,000,000.00, naming Landlord as an additional insured and fire legal liability insurance in the same amount as the insurance replacement value of the premises as set forth in the property insurance policy carried by the Landlord. Proof of such insurance shall be provided to Landlord prior to Tenant prior to its occupancy of the Premises.

(b). Tenant shall comply with all recommendations and requirements of the insurance company insuring any part of the premises which requirements relate to the condition of use of the Premises, equipment, installations therein, operating procedures or the health or safety of the Tenant, its employees and visitors and guest and invitees.

(c). Tenant shall pay to Landlord as additional rent, a monthly amount equal to 1/12 of the premiums incurred by Landlord for windstorm and hurricane coverage of the Premises.

8. TERMINATION OF LEASE IF UNTENANTABLE. In the event that the Premises shall be destroyed or so damaged or injured by fire or other casualty during the term of the Lease, or any extension thereof, whereby same shall be rendered untenantable, Landlord shall have the right to render the Premises untenantable by repairs within 90 days from the date same became untenantable. Upon failing to render the Premises so untenantable within said period of time, either party shall have the option in its sole discretion to cancel the Lease commencing 10 days after the aforesaid 90-day period. The cancellation shall be evidenced by a writing delivered to the other party. During any period that the Premises are rendered untenantable, rent shall be abated.

9. PERSONAL PROPERTY. All personal property placed or moved in the Premises above described shall be at the risk of Tenant or the owner thereof, and Landlord shall not be liable to Tenant for any damages to said personal property unless caused by or due to the gross negligence of Landlord.

10. CHARGES FOR SERVICES AND UTILITIES. Any charges incurred by Landlord for work done to the Premises by order of the Tenant, other than those required to be performed by Landlord for its account by virtue of the provisions of this Lease, shall promptly be paid by Tenant within 10 days of being provided with an invoice for same. Additionally, Tenant shall be responsible for any and all utilities charged against the Premises by reason of Tenant's use and occupancy. Such charges shall include but not necessarily be limited to water, electric and gas. Landlord shall have the option of establishing utility services in its name and monthly charging Tenant for same, or requiring Tenant to establish utility accounts in its own name.

11. PROPERTY TAX. Tenant shall pay as Additional Rent the Real Estate Taxes assessed against the Premises based upon the prior year's annual taxes. Payment shall be made by adding to each monthly rent payment, 1/12 of the annual taxes. In addition, The taxes due hereunder shall be computed by taking into account the maximum applicable discount provided under Florida law.

12. ENVIRONMENTAL. (a) Tenant shall not use or suffer the Premises to be used in any manner as to create an environmental violation or hazard, nor shall Tenant cause or suffer to be caused any chemical contamination or discharge of a substance of any nature which is noxious, offensive or harmful or which under any law, rule or regulation of any governmental
authority having jurisdiction construes a Hazardous Substance or Hazardous Waste. Tenant shall also immediately notify Landlord in writing of any environmental concerns relating to Hazardous Substances or Hazardous Waste. Tenant shall also immediately notify Landlord in writing of any environmental concerns of which Tenant is or becomes aware and which are raised by any private party or government agency with regard to each of the Environmental Laws. Tenant shall also notify Landlord immediately of any Hazardous Waste spills at the Premises and of any other Hazardous Waste or substances of which Tenant becomes aware. Not in limitation of the generality of the foregoing, but as additional covenants, Tenant specifically agrees that unless receiving appropriate governmental permits, permission, licensing and the like, (i) Tenant shall not generate, manufacture, refine, transport, treat, store, handle, dispose of or otherwise deal with any Hazardous Substances or Hazardous Waste as now or hereafter defined by applicable law; and (ii) Tenant shall defend, indemnify and hold Landlord harmless against any liability, loss, cost or expense, including reasonable attorneys’ fees and costs (whether or not legal action has been instituted) investigative, trial and appellate levels incurred by reason of the existence of or any failure by Tenant to comply with any environmental law now or hereafter in effect.

13. LIENS. (a) Tenant agrees that Tenant will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and will indemnify Landlord against all legal costs and charges, bond premiums for release of liens, including counsel fees reasonably incurred in and about the defense of any suit in discharging the said Premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by Landlord.

(b) The Tenant shall not have authority to create any liens for labor or material on the Landlord’s interest in the above described Property and all persons contracting with Tenant for the destruction of removal of any building, or the erection, installation, alteration, or repair of any building or other improvements on the above described Premises, and all materialmen, contractors, mechanics and laborers are hereby charged with notice that they must look to the Tenant and to the Tenant’s interest only in the above described Property to secure the payment of any bill for work done or material furnished during the rental period created by this Lease.

Notwithstanding this provision, any such materialmen, contractors, mechanics and laborers who obtain written authority and consent from Landlord with regard to the services, labor or materials referred to herein, shall be relieved of the lien limitations set forth herein but shall not be entitled to seek payment from Landlord unless it otherwise agrees to in writing.

14. RIGHT OF ENTRY: Landlord, or any of his agents, shall have the right to enter said Premises during all reasonable hours, with prior written notice except in the case of an emergency, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation of the said building.

15. INDEMNIFY LANDLORD: In consideration of said Premises being leased to Tenant for the above rental, Tenant agrees: That Tenant, at all times, will indemnify and keep harmless Landlord from all losses, damages, liabilities and expenses which may arise or be claimed against Landlord and be in favor of any person firm or corporation, for any injuries or damages to the person or property of any person, firm or corporation, consequent upon or arising from the use or occupancy of said Premises by Tenant, or consequent upon or arising from any acts, omissions, neglect or fault of Tenant (his agents, servants, employees, licensees customers or invitees), or consequent upon or arising from Tenant’s failure to comply with the aforesaid laws, statutes, ordinances or regulations; that Landlord shall not be liable to Tenant for any damages, losses or injuries to the person or
property of Tenant which may be caused by the acts, neglect, omissions or faults of any person firm or corporation, and that Tenant will indemnify and keep harmless Landlord from all damages, liabilities, losses, injuries, or expenses which may arise or be claimed against Landlord and be in favor of any person, firm or corporation, for any injuries or damages to the person or property of any person, firm or corporation, where said injuries or damages arose about or upon said Premises.

Notwithstanding anything in this Lease to the contrary: (a) Tenant shall not be required to indemnify Landlord for any injury to any person, firm, corporation or property caused by Landlord, his agents, servants, employees, licensees, customers or invitees and (b) Landlord's liability shall be strictly limited to Landlord's interest in the demised property and the amount of Landlord's insurance coverages.

16. MORTGAGE-SUBORDINATION. (a). This Lease is and shall be subject to any mortgage, whether presently existing or hereafter arising upon the Premises or upon the building or improvements situated thereon and to any renewals, modifications, refinancing or extensions thereof.

(b). Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any first mortgage, now existing or hereafter placed upon the Premises or the building or improvements thereon and Tenant agrees upon demand to execute such further instruments subordinating the Lease or attornment to the holder of any such first lien as Landlord may request.

(c). Tenant agrees from time to time upon request by Landlord to provide an estoppel certificate in recordable form certifying that the Lease is in good standing and not in default and that Landlord has complied with all of its requirements under the Lease and that no basis exists for Tenant to terminate the Lease by reason of any default on the part of the Landlord. Said certificate shall also state the amount of rent payable under the lease and the due date thereof as well as any other financial obligations of Tenant under the Lease.

(d). In the event of a sale or assignment of Landlord's interest in the Lease, whether voluntarily or involuntarily and whether the result of a mortgage foreclosure or similar proceedings, the Tenant shall give full and complete attornment to the new purchaser or owner and recognize same as if the original Landlord.

17. ASSIGNMENT. (a). The Tenant shall not without the written consent of Landlord, at its sole and absolute option and discretion, assign this Lease to a third party or any part thereof. In the event Landlord consents to such assignment, the Assignee shall execute a document agreeing to be bound by the terms of the Lease. Notwithstanding such assignment, the Tenant shall remain liable for the Assignee's performance under the Lease.

(b). This Lease shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

17. SURRENDER PREMISES. Tenant shall surrender the Premises to Landlord upon the end of the Lease term in as good condition as the Premises were at the beginning of the term, reasonable and ordinary wear excepted. Tenant's failure to timely surrender the Premises shall make it liable to Landlord for all of its damages by reason of such failure and shall further entitle Landlord to collect double the rent until Tenant vacates the Premises. In addition, Landlord shall be entitled to its reasonable costs and attorney fees it incurs by reason of the Tenant's breach of this provision.
18. DEFAULTS; REMEDIES. Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of the Lease by Tenant:

(a). Vacating or abandoning the Premises by Tenant.

(b). Failure of Tenant to pay rent or make any other payment required under the lease when such failure continues beyond 7 days from the due date of said payment. No demand by Landlord is required as a condition of this provision and Tenant is charged with knowledge of the due date of any payment required under the Lease.

(c). The failure of Tenant to observe or perform any requirement, condition, covenant or duty imposed upon it under the terms of this Lease which such default continues beyond 15 days from written demand by Landlord to Tenant to correct the default.

(d). The insolvency of Tenant; filing a Petition in Bankruptcy seeking liquidation or reorganization; making an assignment for the benefit of creditors; the appointment of a receiver or trustee to take possession of substantially all of the assets of the Tenant; attachment execution or seizure of substantially all of the assets of Tenant.

18.1. Remedies: In the event of a material breach or default under the Lease by Tenant, Landlord, may at any time and with or without notice and without limiting Landlord’s rights or remedies:

(a). Terminate Tenant’s right to possession of the Premises by any lawful means, in which case the Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover all damages incurred by it as the result of Tenant’s default together with attorney fees, and costs, the balance of the rent due under the lease term,

(b). Maintain Tenant’s right to possession in which case the Lease shall remain in effect. In this event, Landlord shall be entitled to enforce all of its rights and remedies under the Lease.

(c). Pursue any other remedy now or hereafter available to Landlord under the laws of the State of Florida. Unpaid rent shall bear interest from the due date of same at the highest interest rate permitted by law.

18.2. DEFAULT BY LANDLORD. Landlord shall not be default under the Lease unless it fails to perform its obligations hereunder for a period of 30 days after receiving written notice from the Tenant specifying the nature of Landlord’s default. Landlord shall not be in default if it commences to remedy the default within 30 days of the notice although not having completed the remedy so long as it is pursing same diligently. Tenant shall be responsible to continue paying all rent and other sums of money due by it under the Lease during the default period.

18.3. LATE CHARGES. If any installment of rent or other sum of money due by Tenant under the Lease is not paid when due, said delinquent amount shall bear interest at the rate of 10% per annum until paid. The parties agree that said charge is reasonable in an attempt to compensate Landlord for its expenses incurred by reason of the Tenant’s default. Acceptance by Landlord of the late charge shall not be deemed a waiver of Tenant’s default nor prohibit Landlord from enforcing any and all other rights and remedies it may have by reason of Tenant’s default.
19. CONSENT. Any consent required of Landlord under the Lease prior to any proposed action by Tenant may be withheld by Landlord at its sole option and discretion and whether or not said lack of consent is arbitrary or unreasonable. Any required consent shall be in writing in order to be effectual.

20. QUIET ENJOYMENT. Subject to the terms and conditions of the Lease, Landlord agrees that Tenant shall and may peacefully have, hold and enjoy the Premises without hindrance so long as Tenant is not in default under the Lease.

21. COUNTERPARTS. The Lease may be executed in any number of counterparts. Each counterpart shall be deemed to be an original, but all such counterparts together shall constitute but one Lease.

22. ATTORNEY FEES. Tenant agrees to pay all costs, reasonable attorney fees and collection costs at pre-trial level, trial and appellate levels on any part of the rental provided for hereunder that may be collected by an attorney. In all other litigated matters, the prevailing party shall be entitled to its costs and reasonable attorney fees.

23. FLORIDA LAW. This Lease shall be subject to and interpreted under the laws of the State of Florida.

24. ARBITRATION. Any controversy, dispute or claim, of whatsover kind and nature, arising out of or related to the Lease shall be submitted to binding Arbitration and not to a court for determination. Each party acknowledges and agrees that it has unequivocally given up and waived any right or opportunity to file, litigate, or have heard any claims, causes of actions or disputes in a federal or state or other court of law or equity whether by non jury or jury. The Arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA). The arbitration shall be conducted by a panel of three arbitrators. Each party shall select one arbitrator and the both selected arbitrators shall jointly select the third arbitrator or the panel may be chosen as provided under the rules of the AAA. However, it is mandatory that 3 arbitrators form the panel. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall initially pay his/her/its own legal fees and costs and any other fees and costs incurred in connection with the arbitration. In this regard, the parties shall initially equally divide any fees, costs or expenses charged by the AAA for its involvement in the arbitration proceedings, provided however, that the arbitration panel shall award the arbitrators’ fees and costs to the prevailing party as well as that party’s reasonable attorney’s fees. Venue for the arbitration proceedings shall be Miami Dade County, Florida.

25. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties and all prior agreements and understanding are merged herein. The Lease may only be modified only by a written agreement executed by all parties.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

LANDLORD

RRLJ12, LLC

By ________________________________

LINDSEY RUBIN, Member

TENANT

REPUBLIC CARBON COMPANY, LLC

By ________________________________

JASON RUBIN, Member