

LEASE

THIS LEASE AGREEMENT ("LEASE"), by and between **The Mayor and Aldermen of the City of Savannah**, a political subdivision of the State of Georgia (as "**LESSOR**"), and **Freedom Run Films, LLC**, a California limited liability company (as "**LESSEE**").

WITNESSETH: That, in consideration of the rents and mutual covenants herein set forth, the adequacy of which Lessor and Lessee acknowledge, Lessor and Lessee agree:

1. **PREMISES.** Lessor leases to Lessee and Lessee rents from Lessor Suites 200 and 201 located on the second floor of the office building at 601 E. 66th Street; said floor containing approximately 6,000 rentable square feet; herein referred to as the "**PREMISES**".

2. **TERM/OPTION.** The Term shall commence on June 1, 2018 and continue through and including ~~August 10~~, 2018. Lessor

3. **RENT.** The Rent for the Premises shall be \$4,500 per month, pro-rated for partial months, payable on or before the 1st of each month. Lessee

4. **USE.** The Premises may be used for administrative offices purposes only.

5. **OPERATING EXPENSES.** Except as expressly provided otherwise herein, Lessor shall pay for all property taxes, property insurance, utilities (water, sewer, and electrical services), janitorial services, common area maintenance, and daily guest access to the public wi-fi internet portal at the Premises ("Operating Expenses"). Any additional or other costs and/or services will be at the sole expense of the Lessee.

6. **MAINTENANCE.** Lessor shall repair and maintain the roof, foundation and load bearing walls; heating, ventilation, and air conditioning (HVAC) system; plumbing and electric systems, and public wi-fi internet portal; provided, that Lessee promptly notifies Lessor of any need for repair or maintenance of these items and unless such maintenance or repair is caused in whole or in part by the neglect or action of Lessee or its agents or employees.

7. **COMPLIANCE WITH LAWS.** Lessee will promptly comply with and abide by all applicable laws, ordinances, and regulations of federal, state, county, municipal and other lawful authority pertaining to the use and occupancy of the Premises and the business conducted and to be conducted therein.

8. **ASSIGNMENT AND SUBLETTING.** Lessee shall not have the right to assign or sublet without Lessor's written consent, which shall not be unreasonably withheld.

9. **BANKRUPTCY.** Should Lessee make an assignment for benefit of creditors, or be adjudicated bankrupt, such action shall constitute a breach of this Lease for which all rights of Lessee or Lessee's successors in interest under this Lease shall automatically terminate.

10. **ATTORNEYS' FEES.** In the event of litigation concerning this Lease, the prevailing party shall be entitled to recover from the other party all its costs and expenses, including reasonable attorneys fees.

11. **DEFAULT.** In the event Lessee shall fail to pay any installment of rent as provided herein within ten (10) days from the date due, or if Lessee fails to cure any other default under this Lease within ten (10) days after receipt of the written notice of such default by Lessor, Lessor may terminate this Lease without further notice and may immediately recover from Lessee all rent and other sums due by Lessee hereunder during the term hereof or Lessor may cure such default and the expense of the curative action shall be added to the rent otherwise due, or Lessor may enforce performance in any manner provided by law, and, in any event, Lessor may re-enter the Premises without further notice and remove all persons from Lessor's property without being liable for trespass and without prejudice to any right or remedy for arrears of rent or breach of covenant, and Lessor may resume possession of the property and relet the same for the remainder of the then operative term, or may, at Lessor's option, in lieu of terminating the Lease, from time to time or at any time bring an action or actions for recovery of the rent due and unpaid or for any installment or installments thereof, or the Lessor may re-enter and relet the Premises in Lessor's name, but for the account of the Lessee, as agent, for a period equal to or greater or less than the remainder of the term hereof for any sum or sums which Lessor may deem reasonable to any tenant or tenants and apply the sums received from such reletting to the rents due hereunder by Lessee. In such event, if there is any surplus amount received by Lessor over and above the rent and other sums due by Lessee hereunder and the expenses, including reasonable attorneys' fees, for such reletting, Lessee shall be entitled thereto at the end of the term herein provided for. Any deficit after deduction for all reasonable costs, expenses, including Lessor's reasonable attorneys' fees, shall be recoverable by Lessor by suit against Lessee in appropriate proceedings.

12. **QUIET ENJOYMENT.** Lessee, upon paying the rent and performing the covenants and agreements of this Lease, shall quietly have, hold and enjoy the Premises and all rights granted Lessee in this Lease during the term hereof.

13. **INDEMNIFICATION.** Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all penalties, claims, demands and liability of whatsoever kind or nature including attorneys fees that may be made or sought against Lessor or the Premises arising out of or in any way connected with Lessee's occupancy, use, maintenance or operation of the Premises and Lessee shall defend Lessor from and against each and every such claim.

14. **REPRESENTATIONS AND WARRANTIES.** Each party hereto represents and warrants to the other (each for itself) that it has the right and power to enter into this Lease and to perform its obligations as set forth herein. Lessor further represents and warrants that the Premises are in good condition and suitable for the use set forth herein.

15. **HOLDING OVER.** If Lessee shall remain in possession of the Premises after expiration of the term hereof, Lessee shall be a tenant at will and there shall be no renewal of this Lease by operation of law. The monthly rent during any period beyond the term hereof shall be twice the rent for the last month of the term.

16. **LATE PAYMENT PENALTY.** In the event any rent or other payment due hereunder shall not be paid within ten (10) days after such payment is due, then, in addition to any and all other rights or remedies Lessor shall have, Lessee shall pay Lessor a late payment penalty of five percent (5%) of the amount of such late payment.

17. **NOTICES.** Any notices required or permitted hereunder shall be in writing and delivered by United States certified mail, return receipt requested, postage fully prepaid, to the following addresses (or to such other address as either party may designate in writing and deliver as herein provided):

LESSOR: City Manager
City of Savannah
P.O. Box 1027
Savannah, GA 31402

With Copies to: City Attorney
City of Savannah
P.O. Box 1027
Savannah, GA 31402

Real Estate Director
City of Savannah
P.O. Box 1027
Savannah, GA 31402
dkeating@savannahga.gov
912-651-6524 (phone)

William Shearouse
WSWGS
14 E. State Street
Savannah, GA 31401
Wshearouse@wswgs.com
912-233-2251

LESSEE: Freedom Run Films LLC
Emily Croke, Production Coordinator
emcroke@gmail.com
401-580-9977

With Copies to: Freedom Run Films, LLC
10203 Santa Monica Blvd., 3rd Floor
Los Angeles, CA 90067
Attn: Cami Winikoff
cam@sobini.com
(310) 581-7307

Bruce David Eisen, Esq.
528 Palisades Dr., Suite 130
Pacific Palisades, CA 90272
Bruce@EisenEsq.com
310-986-3396

18. **COMPLETE AGREEMENT.** This Lease contains a complete expression of the agreement between this parties on the subjects herein set forth and there are no promises, representations or inducements except such as are herein provided.

19. **MISCELLANEOUS.** Subject to the provisions hereof, this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns. It is a Georgia contract and shall be construed in accordance with Georgia law.

20. **COUNTERPARTS.** This Lease may be executed in one or more counterparts and/or electronically (including via scans and facsimile), all of which shall be deemed one and the same and an original of this Lease.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

Signed and delivered
in the presence of:

**MAYOR AND ALDERMAN OF THE
CITY OF SAVANNAH**

As to Lessor

Print Name: _____
Its: _____

LESSOR

FREEDOM RUN FILMS, LLC

Susan Kinn

Print Name: Susan Kinn
Its: Line Producer

As to Lessee

LESSEE