

IN THE COUNTY COURT, SEVENTH  
JUDICIAL CIRCUIT, IN AND FOR  
FLAGLER COUNTY, FLORIDA

CASE NO.: 2018 CC 000750

HONG CAO BENNETT

Plaintiff,

vs.

RICKY ROSEN, MARNEL WHITLOCK,  
dba MARNEL'S KITCHEN and dba  
THREE FINGER CHARLIE'S,

Defendants.

\_\_\_\_\_ /.

**COMPLAINT FOR EVICTION AND DAMAGES**

Plaintiff, HONG CAO BENNETT, hereinafter referred to as "Plaintiff", sues Defendants, RICKY ROSEN, MARNEL WHITLOCK, dba MARNEL'S KITCHEN and dba THREE FINGER CHARLIE'S, hereinafter referred to as "Defendants", and alleges as follows:

1. This cause of action is for eviction and damages of less than \$15,000.00 excluding attorneys' fees, costs, and interest.
2. Plaintiff is a resident of Flagler County, Florida. Defendants RICKY ROSEN, MARNEL WHITLOCK are natural persons residing in the County of Flagler, Florida.
3. Plaintiff is the owner of that certain real property located at 109 S. State St., Bunnell, Flagler County, Florida. Defendants have possession of the premises under a written agreement to pay rent of \$1,600.00 per month, payable on the first day of each month. Defendants are operating a restaurant on the premises.
4. A copy of the lease agreement is attached hereto as Exhibit "A". RICKY

ROSEN, dba MARNEL'S KITCHEN and dba THREE FINGER CHARLIE'S is identified as tenant under the lease agreement. MARNEL WHITLOCK is the person primarily operating the restaurant. Plaintiff is uncertain as to the relationship between ROSEN and WHITLOCK: WHITLOCK therefore is a defendant because she is a person potentially in possession of the property.

5. Venue for all causes of action alleged herein properly lies in Flagler County, Florida, pursuant to Section 47.011, Florida Statutes, in that the real property in litigation is located in said County.

6. Defendants were obligated to pay rent. As of December 5, 2018, Defendants owe \$2,354.00 in past-due rent. Accordingly, Plaintiff served a three day notice on December 5, 2018 (exhibit "B"). Defendants are in breach of the lease agreement by failure to pay the rent.

7. Defendants have failed and refused to vacate the premises as requested.

#### **COUNT I: BREACH OF CONTRACT**

8. Plaintiff hereby realleges and incorporates by reference paragraphs 1 through 7 as if fully set forth herein.

9. For those reasons set forth above, defendants are in breach of contract. Defendants have not paid overdue rent or late fees.

10. As a result of Defendants' breach, Plaintiff has suffered damages, including but not limited to late fees and unpaid rent. Moreover, Plaintiff is losing an opportunity to lease the property to another tenant, and is sustaining lost profits. Plaintiff is entitled to rent through such time as a new tenant is found and begins paying rent.

11. Plaintiff has had to retain the services of the undersigned attorney to pursue

this lawsuit, and Plaintiff is entitled to collect attorneys fees pursuant to section 83.231, Fla. Stat., and the lease agreement.

WHEREFORE Plaintiff moves this Court to enter judgment for damages, including attorneys fees, costs, pre-judgment interest and post-judgment interest.

**COUNT II: EVICTION**

12. Plaintiff realleges Paragraphs 1 through 7 and further alleges:

13. For those reasons set forth above, Plaintiff is entitled to possession of the rented property and eviction of Defendants.

14. Plaintiff has had to retain the services of the undersigned attorney to pursue this lawsuit, and Plaintiff is entitled to collect attorneys fees pursuant to section 83.231, Fla. Stat., and the lease agreement.

WHEREFORE, Plaintiff demand judgment for possession of the property and writ of eviction described herein, plus attorney's fees and costs.

DATED this 13 day of December, 2018.

**LAW OFFICE OF KATZ & GREEN**

By: /s/ JEFFREY K. GREEN

JEFFREY K. GREEN, ESQUIRE

Florida Bar No. 0829307

Linda@katzandgreen.com

B. Paul Katz Professional Center

1 Florida Park Drive South, Atrium Suite

Palm Coast, Florida 32137

(386) 446-4469 phone

(386) 445-9986 facsimile

ATTORNEY FOR PLAINTIFF

ORIGINAL



**LEASE**

This LEASE made effective 1st day of August, 2018, between Hong Cao Bennett of 39 Creek Bluff Run Flagler Beach Florida 32136 (hereinafter referred to as "Landlords"), and Ricky Rosen, individually (908 N. Bacher St. Bunnell FL 32110) d/b/a Marnel's Kitchen and d/b/a Three Finger Charlie's, 109 S. State St., Bunnell FL., jointly hereinafter referred to as "Tenant"):

**W I T N E S S E T H:**

**1. DEMISED PREMISES:**

(a) Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, does hereby lease unto Tenant the Front Store (Fronting U.S. 1) located at 109 South State Street Bunnell, Flagler County Florida hereinafter referred to as Restaurant, to be known herein as the "Demised Premises".

(b) The Demised Premises is being delivered and accepted in "as is" condition. Any and all additional improvements, equipments, facilities, safety alarms, fire sprinklers, interior wall partitions, wall or floor coverings, if any shall be at Tenant's expense and with Landlords written approval.

**2. TERM**

(a) The term of this Lease shall be for two years, commencing on the 1st day of August 2018 (hereinafter referred to as the "commencement date"). Landlord has delivered and Tenant accepted possession on the commencement date.

**3. RENT AND SECURITY DEPOSIT**

(a) Rent shall be payable by U.S. Mail to Hong Cao Bennett and sent to: 39 Creek Bluff Run Flagler Beach Florida 32136 and to be received by the first (1<sup>st</sup>) of each month. The first year's rent will be \$1,600.00 plus tax. The second year's rent will be \$1,700.00 plus tax. The first month's rent and last month's rent will be paid by tenant on the signing of this lease.

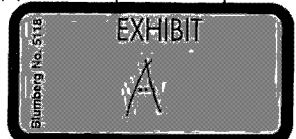
In addition, tenant will pay a security deposit of \$1,600.00 upon the signing of the lease.

Tenant will also pay a \$600.00 deposit for the water bill. Landlord will provide Tenant with water bill each month, and Tenant will either directly pay the bill or reimburse Landlord if Landlord advances it.

Said rent shall be paid without demand, set-off or deduction. It is the intention of the parties that rent shall be fully net to Landlords so that this Lease shall yield Landlord the net rent specified herein during the term of this Lease. If any monthly installment of rent is received by Landlord after the tenth (5th) of any month, a late charge of 5% of that month's rent shall be due and paid to Landlords by Tenant.

(i) Non sufficient funds: Tenant shall be charged \$50.00 for each unpaid check returned to Landlords.

*\$600 Water Deposit already redeem the two months water bill.*



#### 4. USE AND OCCUPANCY

(a) During the continuation of this Lease, the demised premises shall be used and occupied for operating Three Finger Charlie's as a bar/restaurant and for no other purposes without the written consent of Landlord. Tenant shall not use the demised premises for any purpose in violation of any law, municipal ordinance, regulation or covenants and restrictions of record, nor shall Tenant perform any acts or carry on any practices which may injure the demised premises or the building in which the demised premises are located or be a nuisance, disturbance or menace to other tenants of said building. Tenant shall be responsible to obtain any and all permits (including building permits required to install tenant improvements.

Upon breach of this agreement, Tenant agrees to indemnify Landlord for any claims and damages and/or Landlords shall have the right to terminate this Lease forthwith and to re-enter and repossess the demised premises.

#### 5. UTILITY CHARGES

(a) The Tenant shall be responsible for and promptly pay all charges for heat, water, gas, electricity and other utilities used or consumed in the demised premises.

(b) Tenant shall use all utilities in accordance with the rules and regulations of the public or private utility company, or the governmental agency supplying the same. Landlord shall not be liable in damages or otherwise for any interruption in the supply of any utility to the demised premises, nor shall any such interruption constitute any ground for an abatement of any of the rents reserved hereunder. Tenant shall not, at any time, overburden or exceed the capacity of the mains, feeders, ducts, conduits, or other facilities from which such utilities are supplied to or distributed in the demised premises. If Tenant desires to install any equipment which shall require greater capacity than the facilities provided by Landlords, such installation shall be subject to Landlord's prior written approval of Tenant's plans and specifications therefor. If approved by Landlord, Tenant agrees to pay Landlord, provided Landlord is billed for same directly, on demand, the cost for providing such additional utility facilities or utility facilities of a greater capacity.

#### 6. COVENANT AGAINST LIENS

(a) Tenant shall do all things necessary to prevent the filing of any mechanics' or other liens against the leased premises or any other portion of the building, or in the interest of Landlord, or the interest of any mortgages covering the building, by reason of work, labor, services or materials performed or supplied or claimed to have been performed or supplied to Tenant, or anyone holding the leased premises, or any part thereof, through or under Tenant. If any such lien shall at any time be filed, as a result of Tenant's actions, Tenant shall, either cause the same to be vacated and canceled of record within ten (10) days after the date of the filing thereof or, if Tenant in, good faith determines that such lien should be contested, Tenant shall furnish such security, within ten (10) days of such, determination, by surety bond or otherwise, as may be necessary or prescribed by law, to release the same as a lien against the real property and to prevent any foreclosure of such lien during the pendency of such contest. If Tenant shall fail to vacate or release such lien in the manner and within the time period aforesaid, then, in addition to any other right or remedy of Landlord resulting from

Tenant's.

said default, Landlord may, but shall not be obligated to, vacate or release the same either by paying the amount claimed to be due or by procuring the release of such lien by giving security or in such other manner as may be prescribed by law. Tenant shall repay to Landlords, as additional rent hereunder on demand, all sums disbursed or deposited by Landlords pursuant to the foregoing provisions of this paragraph, including Landlord's cost and expenses and attorney's fees incurred in connection therewith. However, nothing contained herein shall imply any consent or agreement on the part of Landlords of the building to subject their respective estates or interests to liability under any mechanics' or other lien law, whether or not the performance or the furnishing of such work, labor, services or materials to Tenant or anyone holding the leased premises, or any part thereof, through. or under Tenant, shall have been consented to by Landlords.

(b) Tenant agrees to protect, indemnify, and hold harmless the Landlords on account of injury to any third persons or property by reason of any changes, additions, or alterations and to protect, indemnify, and save harmless the Landlords from the payment of any claims of any kind or nature on account of bills for labor or materials in connection therewith. Notwithstanding anything that may be contained herein to the contrary, nothing shall be construed that any such alterations and improvements be in accordance with any agreement between Landlords and Tenant. Nothing contained herein requires that any such work be done by the Tenant, nor the requirement of any such work being any consideration for. the execution of this Lease.

#### 7. MAINTENANCE

(a) Landlord will keep the **exterior walls, roof, and structural members** of the building of the demised premises in proper repair, excepting any work done by Tenant, excepting any glass or doors or any work required by reason of Tenant's negligence or misuse of the demised premises, provided that in each case, Tenant shall have given Landlord prior written notice of the necessity of such repairs. Tenant is responsible for any repairs required by the actions of any of its customers, employees, or anyone else that is on premises except for landlord or landlord's agents or contractors. Landlord is not responsible for the repair or maintenance of any heat or air conditioning equipment.

(b) Tenant agrees, at Tenant's own cost and expense to keep and maintain the demised premises, each and every part thereof and the fixtures and replacements thereto, in good order and condition and to make any repairs and replacements thereto, including, without limiting the generality of the foregoing, the exterior and interior of the windows and window frames, doors and door frames, entrances, store fronts, signs, showcases, floor coverings, interior walls, ceilings, columns, and partitions, and the alarms, air conditioning, fire sprinklers, sewerage systems, equipment, fixtures, and facilities serving the demised premises. All parts of the interior of the demised premises and of the store front thereof and signs attached thereto and exterior doors and entrances shall be painted or otherwise decorated by Tenant periodically as reasonably required by Landlord. The adjacent lot portion shall be neatly maintained by Tenant with no accumulation of debris, trash, overgrowth of grass and weeds.

#### 8. ALTERATIONS

(a) The Tenant shall not make any alterations, improvements or

additions to the demised premises, including, but not limited to, wall coverings, paint or wall paper, floor coverings, and special lighting installations, without the Landlords advance written consent in each and every instance. In the event Tenant desires to make any alterations, improvements or additions, Tenant shall first submit to Landlords the plans and specifications therefor and obtain Landlords written approval thereof prior to commencing any such work. All alterations, improvements, or additions, whether temporary or permanent in character, made by Landlords or Tenant in or upon the Demised Premises shall become the Landlords's property and shall remain on the demised premises at the termination of this Lease without compensation to Tenant (excepting only Tenant's movable office furniture, trade fixtures, office and professional equipment); provided, however, Landlord shall have the right to require Tenant to remove such alterations, improvements or additions, at Tenant's cost, upon the expiration or sooner termination of this Lease and to repair any damage to the Demised Premises resulting therefrom. Landlord shall not unreasonable withhold his consent for the foregoing discussed alterations, improvements or additions

#### 9. ASSIGNMENT AND SUBLETTING

(a) Tenant covenants not to assign, sell, transfer, hypothecate or mortgage this Lease or sublet the Demised Premises or any part thereof without the prior written approval and consent of Landlords. Any assignment, transfer (including transfers by operation of law or otherwise), hypothecation, sell, mortgage or subletting without such written consent shall give Landlord the right to terminate this Lease and to re-enter and possess the Demised Premises.

#### 10. INDEMNIFICATION

(a) Except for Landlord's negligence or intentional acts, Tenant agrees to be responsible for and to protect, defend, indemnify, and hold Landlords harmless, from and against any and all losses, costs, liabilities, damages, claims, demands, expenses and legal actions arising or allegedly arising out of any accident or occurrence causing or allegedly causing injury or death to any person or persons or damage to any property in any way connected or allegedly connected with the condition of the Demised Premises or the use of the Demised Premises or any part thereof by the Tenant or by any other person or persons no matter by whomsoever or whatsoever caused. Tenant shall, at its own expense, defend any such claim and any suit, action or proceeding which may be commenced thereunder, and Tenant shall pay any and all judgments which may be recovered in any such suit, action or proceeding, and any and all expenses, including but not limited to, costs, attorney's fees and settlement expenses that may be incurred therein.

#### 11. INSURANCE - PROPERTY DAMAGE, LIABILITY, AND OTHER INSURANCE

(a) Tenant shall maintain at its own expense (with coverage to commence at the time Tenant enters the Demised Premises to install equipment, etc. or at the commencement of the term of this Lease, whichever occurs earlier): (1) FIRE INSURANCE in the amount adequate to cover the cost of replacement of all decorations and improvements, fixtures, and contents in the Demised Premises in the event of fire. This insurance must be procured on an "All Risk" basis. Tenant must also procure "Fire Legal Liability" in an amount not less than \$100,00.00; (2) Public Liability Insurance on a occurrence basis with minimum limits of liability in the amount of \$1,000,000.00 for personal injury or death to any person and \$1,000,000.00 for such bodily injury or death of more than one person and \$1,000,000.00 with respect to

damage to property; (3) PLATE GLASS INSURANCE covering all outside plate glass in the Demised Premises. In the event Tenant fails to obtain or maintain the insurance required hereunder, Landlord may obtain same and any cost incurred by Landlord in connection therewith shall be deemed Additional Rent to be paid by Tenant and is payable as such.

Liability insurance must include liquor liability coverage, or other coverage that will protect against claims related to serving alcohol. Bodily Injury Liability insurance must also cover any claims for any person that suffers any injuries of any kind related in any way to the operation of Three Finger Charlie's and/or demised premises, whether it be for negligence, battery, or for any other reason of any kind. This coverage must have at least \$1,000,000.00 in coverage.

Landlord must be an additional insured under all insurance policies referenced anywhere in paragraph 11.

(b) Any insurance procured by Tenant as herein required shall be issued in the name of the Landlords (or such agents as Landlords may designate) and Tenant by a company licensed to do business in the State of Florida and with a current Best's rating no lower than "A", and shall contain endorsements that: (1) such insurance may not be canceled or amended with respect to Landlords without thirty (30) days written notice by registered mail to Landlords by the insurance company; (2) Tenant shall be solely responsible for the payment of premiums and Landlords shall not be required to pay any premiums for such insurance; (3) in the event of payment of any loss covered by such policy, Landlords shall be paid first by the insurance company for its loss; (4) any insurance policies herein required to be procured by Tenant shall contain an excess waiver of any right of subrogation by the insurance company against Landlords. The Certificate of Insurance of all such hazard insurance shall be delivered to Landlords by tenant within ten (10) days of the issuance of each such policy by the respective insurance company.

Tenant shall not stock, use or sell any article or do anything in or about the Demised Premises which may be prohibited by Landlords's insurance policies or any endorsements or forms attached hereto, or which will increase any insurance rates or premiums on the Demised Premises, the building of which they are a part and all other buildings in the complex. Tenant shall pay on demand any increase in premiums for Landlord insurance that may be charged on such insurance carried by Landlords resulting from Tenant's use, occupancy or vacancy of the Demised Premises. A schedule issued by the organization making the fire insurance, extended coverage, vandalism and malicious mischief, special extended coverage or any all-risk insurance rates for said Premises or any rule books issued by the rating organizations or similar bodies or by rating procedures or rules of Landlords's insurance companies shall be conclusive evidence of the several items and charges which make up the insurance rates and premiums on the Demised Premises and the complex. If, due to an occupancy, abandonment, or Tenant's failure to occupy the Demised Premises as herein provided, any insurance shall be canceled by the insurance carrier or if the premiums for any such insurance shall be increased, then, in any of such events, Tenants shall indemnify and hold Landlords harmless and shall pay on demand the increase costs of such insurance. Tenant shall also pay in such events, any increase in premium on the rent insurance that may be carried by Landlord for its protection against rent loss through fire or other casualty.



12. FIRE OR OTHER CASUALTY

(a) In the event the demised premises is damaged or destroyed in whole or in part by fire or other casualty during the term hereof, Landlords shall, subject to the following, at his own cost and expense, repair and restore the same to tenantable condition, and the rent herein provided for shall abate entirely in case the entire demised premises are untenable and pro rata for the portion rendered untenable, until such time as the demised premises are restored to tenantable condition. If the Landlords deems that the demised premises cannot be restored to tenantable condition within a period of 150 days, Landlords and Tenant shall each have the right to terminate this Lease upon written notice to the other and any rent paid for any period in advance of the date of such damage and destruction shall be refunded to Tenant. If the demised premises are damaged due to fire or other casualty, tenant shall, at its own cost and expense, remove his furniture and other belongings from the demised premises as Landlords shall require in order to repair and restore the demised premises. Landlords shall be the sole judge as to the extent of the untenability of the demised premises and of the time required for the repair and rebuilding of the same.

Landlord, however, is not responsible for repairs, damage or anything else caused by fire or other casualty to the extent caused or contributed to by act of Tenant, or any of Tenant's customers or invitees: or otherwise resulted from anything that is Tenant's responsibility to maintain (see paragraph 7 above).

Landlord is not liable to tenant for any losses of any kind, including lost profits or loss of income related to business interruption, arising in any way out of damage to the demised premises due to any fire, flood, natural disaster, malfunction or failure of the building or equipment (including roof leak, plumbing failure, etc.), or any other cause of any kind.

(b) In the event the building in which the demised premises are located is destroyed to the extent of more than one-half of the then value thereof, and if Landlords elects not to rebuild, Landlord shall have the right to terminate this Lease upon written notice to Tenant, in which event any rent paid in advance of the date of such destruction shall be refunded to Tenant.

13. CONDITION OF PREMISES

(a) Tenant shall accept the demised premises in an "as is" condition and Tenant acknowledges that no representations as to the condition of the demised premises have been made by Landlord or its agents, and no obligation as to repairing, improving or adding to the same has been assumed by the Landlord. Any changes, alterations, repairs or decorations to make the demised premises suitable for the occupancy of Tenant shall be made at Tenants cost and expense.

14. QUIET ENJOYMENT

(a) Landlord warrants that Tenant, upon paying the rents hereinbefore provided and in performing each and every covenant hereof, shall peacefully and quietly hold, occupy and enjoy the demised premises throughout the term hereof, without molestation or hindrance by any person whomsoever.

15. SUBORDINATION

(a) Landlords reserves the right to subject and subordinate this Lease

at all times to the lien of any mortgage or mortgages now or hereafter placed upon Landlords's interest in the demised premises and on the land and buildings of which the demised premises is a part. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlords may request.

Landlord reserves the right to sell the property to anyone she chooses. The new owner will then take the property subject to this lease of the demised premises. Landlord (and any subsequent owner of the demised premises making such a transfer) shall be relieved from any and all obligations and liabilities under this Lease except such obligations and liabilities as shall have arisen during Landlords's respective period of ownership.

#### 16. NONLIABILITY

(a) Landlord shall not be responsible or liable to Tenant for any loss or damage to Tenant or Tenant's property that may be occasioned by or through the acts or omissions of persons occupying adjoining premises adjacent to or connected with the demised premises or any part of the building of which the demised premises is a part, or for any loss or damage resulting to Tenant or his property from malfunctioning heat or air conditioning equipment, burst, stopped, or leaking water, gas, sewer or steam pipes, or for any damage or loss of property within the demised premises from any cause whatsoever, unless the same results from lack of service to or repair of said items or after written notice of said condition and failure to cure by Landlords within thirty (30) days. In the event of any sale or transfer (including any transfer by operation of law) of the demised premises, Landlords (and any subsequent owner of the demised premises making such a transfer) shall be relieved from any and all obligations and liabilities under this Lease except such obligations and liabilities as shall have arisen during Landlords's respective period of ownership.

#### 17. NONWAIVER

(a) One or more waivers of any covenant or condition by Landlords shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlords to or of any act by Tenant requiring Landlords's consent or approval shall not be deemed to waive or render unnecessary Landlords's consent or approval to or of any subsequent similar act by Tenant.

#### 18. BANKRUPTCY

(a) In the event the estate created hereby shall be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy law, or if a receiver or trustee of the property of Tenant shall be appointed by reason of Tenant's insolvency or inability to pay his debts, or if any assignment shall be made of Tenant's property for the benefit of creditors, then and in any of such events, Landlords may terminate this Lease by written notice to Tenant; provided, however, if the order of Court creating any of such disabilities shall not be final by reason of pendency of such proceedings, or appeal from such order, then Landlords shall not have the right to terminate this Lease so long as Tenant performs its obligations hereunder.

#### 19. LANDLORDS'S REMEDIES

(a) In the event Tenant shall fail to pay the rent reserved herein when due, Landlords shall give Tenant written notice of such default,

and if Tenant shall fail to cure such default within five ( 5 )days after receipt of such notice, Landlords shall, in addition to his other remedies provided by law, have the remedies set forth in subparagraph (c) below.

(b) If Tenant shall be in default in performing any of the terms of this Lease other than the payment of rent, Landlords shall give Tenant written notice of such default, and if Tenant shall fail to cure such default within twenty (20) days after the receipt of such notice, or if the default is of such a character as to require more than twenty (20) days to cure, then if Tenant shall fail within said twenty (20) day period to commence and thereafter proceed diligently to cure such default, then and in either of such events, Landlords may (at his option and in addition to his other legal remedies) cure such default for the account of Tenant and any sums so expended by Landlords shall be additional rent for all purposes hereunder, and shall be paid by Tenant within the next monthly installment of rent.

(c) If any rent shall be due and unpaid or Tenant shall be in default of the other terms of this Lease, and such default has not been cured after notice and within the time provided in subparagraphs (a) and (b) above, or, if the demised premises are abandoned or vacated then Landlords, in addition to his other remedies, shall have the immediate right of reentry. Should Landlords elect to re-enter or take possession pursuant to legal proceedings or any notice provided for by law, Landlords may either terminate this Lease or without terminating this Lease, relet the premises or any part thereof on such terms and conditions as Landlords shall, in his sole discretion, deem advisable. The proceeds of such reletting shall be applied: first, to the payment of any indebtedness of Tenant to Landlord other than rent due hereunder; second, to the payment of any reasonable costs of such reletting, including the cost of any reasonable alterations and repairs to the demised premises; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Landlords and applied in payment of future rent as the same may become due and payable hereunder. Should the proceeds of such reletting during any month be less than the monthly rent reserved hereunder, the Tenant shall, during each such month, pay such deficiency to Landlord.

(d) All rights and remedies of Landlords hereunder shall be cumulative and none shall be exclusive of any other rights and remedies allowed by law.

#### 20. ATTORNEY'S FEES

(a) If it should become necessary for either Landlords or Tenant to resort to legal action to enforce any provisions of this Lease, the non-prevailing party shall pay liable for all reasonable fees and costs, including attorney's fees, and other expenses incurred by the prevailing party.

#### 21. PARTIAL INVALIDITY

(a) If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall at any time, or to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

22. HOLDING OVER

(a) It is hereby agreed that in the event of Tenant holding over after the termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

23. ENTIRE AGREEMENT

(a) This Lease shall constitute the entire agreement of the parties hereto; all prior agreements between the parties whether written or oral are merged herein and shall be of no force and effect. This Lease cannot be changed, modified or discharged orally but only by an agreement, in writing, signed by the party against whom enforcement of the change, modification or discharge is sought.

24. SUCCESSORS

(a) This agreement shall inure to the benefit of and be binding on the parties hereto, their respective heirs, administrators, executors, representatives, successors, and signs.

25. NOTICES

All notices, consents, approvals and other communications for the herein or given in connection herein, shall be validly given, made delivered or served if in writings and delivered personally against receipt, or sent registered mail, certified mail or nationally recognized overnight delivery service maintaining delivery receipt records, postage prepaid to:

If to Landlord: Hong Cao Bennett 39 Creek Bluff Run Flagler Beach Florida 32136

If to Tenant: Three Finger Charlie's 109 S. State Street, Bunnell, FL.

Ricky Rosen's date of birth is June 9, 1964, SSN 392-64-6188.

WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year first above written.

WITNESSES:

(As to Landlord)

Ruzanna Tarannik

LANDLORD

HONG CAO BENNETT

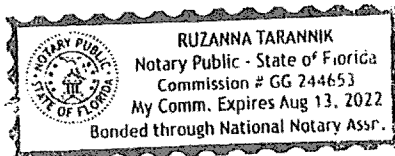
(As to Tenant)

Ruzanna Tarannik

TENANT:

Ricky Rosen  
Ricky Rosen individually and D/B/A Marnel's Kitchen and D/B/A Three Finger Charlie's

Subscribed and sworn before me, this 5<sup>th</sup> day of September 2018 a Notary Public in and for Flagler County State of Florida



(Signature)

NOTARY PUBLIC

My Commission expires 8/13/22

DATE: Dec 5, 2018

Ricky Rosen

Marnel E Whitlock, Marnel's Kitchen a/b/a  
1095 State St Three Finger Charlie's

Bunnell; FL 32110

Tenant's name and address

Dear Ricky Rosen,

You are hereby notified that you are indebted to me in the sum of \$ 2,354<sup>00</sup> for  
the rent and use of the following premises: 1095 State St, Bunnell  
FL, 32110

Flagler County, Florida, now occupied by you and that I demand payment of the rent or  
possession of the premises within three days (excluding Saturday, Sunday, and legal holidays)  
from the date of delivery of this notice, to-wit: on or before the 11th day  
of Dec, 2018. (Insert the date, which is three days from the delivery of this  
notice, excluding the date of delivery, Saturday, Sunday, and legal holidays.)

Landlord's name Honda Bennett  
Address 39 Creek Bluff Run  
Flagler Beach, FL 32136  
Phone number 386-597-1304

