IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA CIVIL DIVISION

NITRO MOBILE SOLUTIONS, LLC.,
a Florida Limited Liability Corporation,

Plaintiff,

Case No.

17-CA-010953

Division

T

v.

EYE C SOLUTIONS, LLC, A Florida Limited Liability Corporation, and LISA MONNET, an individual,

Defendants.

EYE C SOLUTIONS, LLC, and LISA MONNET,

Counterclaim Plaintiffs,

V.

NITRO MOBILE SOLUTIONS, LLC, PETE SLADE, and MOLLY SLADE,

Counterclaim Defendants.

UNSWORN DECLARATION OF MICHAEL ROSSELET

I, Michael Rosselet, affirm the following:

I am over 18 years old and have personal knowledge of the facts set forth in this declaration.

 On or around September 29th, 2017, I invested \$100,000 into Nitro Mobile Solutions, LLC.

- With the exception of a one-hour product demonstration, all communications, including investment conversations, prior to November 19, 2017 with Nitro, were conducted solely with Ms. Monnet.
- 3. Ms. Monnet solely represented the opportunity, company and investment financials and negotiated terms of the investment directly with me.
- 4. Prior to investing, Ms. Monnet told me on several occasions that she (a) firmly believed in Nitro and that she herself had already invested a considerable sum of money; and (b) that the investment opportunity was almost fully subscribed by multiple other investors, one of which had already invested \$1 million. For this reason, I believed that I was one of the last investors to participate in the Nitro opportunity.
- 5. On or around mid-October, 2017, Lisa Monnet disclosed to me that Richard Branson and Virgin was interested in making a significant investment in Nitro.
- 6. On or around mid-November 2017, Lisa Monnet disclosed to me that the deal with Richard Branson and Virgin maybe falling apart given that Nitro was not adhering to the proposal format he had requested. Specifically, for example, Ms. Monnet was "surprised" that when Branson had requested a meeting at "Ocean Prime" Nitro wanted to cater from "Columbia".
- 7. On or around late November 2017, I was advised by Ms. Monnet that in response to Nitro's allegations that she had committed a fraud with regard to Mr. Branson, my brother and I should "pull our investment from Nitro" as they would never survive

when the community (given Ms. Monnet's 'high standing') found out about such allegations.

- 8. On or around November 21, 2017, I learned that I was actually one of only two investors into Nitro (the other being my brother who had invested at the same time as I). Based on this information and the realization that Ms. Monnet had lied to me regarding the investment, my brother and I elected to trigger a clause 3, "Representation and Warranties" and Clause a. "(Substitution Standards)" of the agreement that entitled us to a return of our investment.
- 9. On or around January 12, 2018, I executed a settlement and release agreement with Nitro and was returned the full amount of my investment.
- 10. I had never been an Aviation client of Ms. Monnet, or had any other business dealings with her prior to Nitro.

Pursuant to 28 U.S.C.§ 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed on March 20th, 2018.

MICHAEL ROSSELET