

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE ("Assignment") is made on _____, 2014, by and between JCM Panco Corporation, a Florida corporation ("Assignor") and Indmex, Inc., a Florida corporation ("Assignee").

RECITALS

WHEREAS, Assignor is the current Tenant under the Amended and Restated Lease Agreement Tropical Smoothie Café, dated July 31, 2008, between M & M Smoothie, Inc., a Florida corporation d/b/a Tropical Smoothie Café, and the City of Orlando, Florida, for the premises ("Premises") having an address of 63 West Washington Street, Orlando, FL 32801 ("Lease");

WHEREAS, Assignor has agreed to sell its business conducted on the Premises and assign the Lease to Assignee in accordance with this Assignment and other agreements between Assignor and Assignee; and

WHEREAS, Assignor and Assignee intend that this Assignment shall also benefit the City of Orlando, Florida ("Landlord"), as Landlord under the Lease assigned hereby.

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, it is agreed as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated by reference the same as if fully set forth herein.
2. **Assignment and Assumption of Lease.** Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and under the Lease. A true and correct copy of the Lease is attached hereto and made a part hereof as **Exhibit "A"**. Assignee hereby accepts this Assignment and assumes and agrees to fulfill all tenant obligations, terms and conditions of the Lease from this date forward for the remainder of the term thereof to the same extent as if it had been the original tenant under the Lease. This assignment of the Lease also includes the transfer of the security deposit referenced therein. Assignor hereby releases unto Assignee all of Assignor's right, title and interest in the deposit. Landlord shall continue to hold the deposit as security for the faithful performance of the Lease. Assignee shall as part of the assignment and assumption provide personal guaranties from Alfredo Manzan and Francisco Montiel, in form and substance the same as previously provided by Assignor. Landlord shall release and cancel the personal guaranty originally provided by Assignor to Landlord upon expiration of the Lease, so long as there is no default in the Lease at the time of expiration thereof. The parties acknowledge and agree **NO ADDITIONAL ASSIGNMENTS OF THIS LEASE WILL BE CONSENTED TO OR APPROVED.**
3. **Warranty.** Assignor represents and warrants to Assignee that it has good and marketable title to the Lease, free and clear of all liens and other encumbrances, restrictions, conditions, agreements, charges and encumbrances. Assignor agrees to warrant and defend title to the Lease unto Assignee, its successors and assigns, against all persons and parties whomsoever.

4. Landlord's Rights Under this Assignment. Assignor and Assignee agree that Landlord shall have a right to rely upon the representations and warranties contained herein and to enforce the terms and conditions hereof as it deems appropriate. Assignee further agrees and acknowledges that all equipment, fixtures and other improvements placed on or installed in the Premises from time to time, including, but not limited to, walk-in refrigeration if any, freezers, HVAC, stove and hood ventilation systems, all other appliances, and ceiling fans, shall remain on the Premises and become the property of Landlord upon the expiration or termination of the Lease. Assignee agrees not to encumber such property with any liens or other obligations. Any other personal property and furniture not removed on or before the last day of the term of the Lease shall be considered abandoned and automatically become the property of Landlord. In the alternative, at Landlord's election Tenant shall remove any or all of the foregoing in accordance with written instructions from Landlord.

5. Notices. Section 11.5 of the Lease is hereby modified to provide that all notices to Tenant under the Lease and this Assignment shall be addressed to Assignee and sent to the Premises or otherwise in the manner as provided therein.

7. Execution in Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same assignment.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES OF
PARTIES APPEAR ON FOLLOWING PAGES.)

ASSIGNOR:

JCM Panco Corporation,
a Florida corporation

By: _____

Cynthia L. Pantalone

As its President

Signed on _____, 2014

Witnesses:

(1) Sign: _____

Print Name: _____

(2) Sign: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on October _____, 2014, by Cynthia L. Pantalone, President of JCM Panco Corporation, a Florida corporation on behalf of the corporation. She is personally known to me (____) or produced a Florida driver's license as identification (____). (Check one).

(Notary Seal)

Notary Public, State of Florida at Large
My commission expires: _____

ASSIGNEE:

Indmex, Inc., a Florida corporation

By: _____,
Alfredo Manzan
As its President

Signed on _____, 2014

Witnesses:

(1) Sign: _____
Print Name: _____

(2) Sign: _____
Print Name: _____

State of Florida
County of Orange

The foregoing instrument was duly acknowledged before me on _____, 2014, by Alfredo Manzan, the President of Indmex, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me (____) or produced _____ as identification (____). (Check one)

Notary Public, State of Florida at Large
My commission expires: _____

(Notary Seal)

CONSENT TO ASSIGNMENT

Tropical Smoothie Franchise Development Corporation, a Florida corporation hereby consents to the foregoing Assignment based upon Assignor's and Assignee's representations, warranties and covenants contained herein.

Tropical Smoothie Franchise Development
Corporation, a Florida corporation

By: _____

Print Name: _____

As Its President

Signed on _____, 2014.

Witnesses:

(1) Sign: _____

Print Name: _____

(2) Sign: _____

Print Name: _____

State of Florida

County of Orange

The foregoing instrument was duly acknowledged before me on _____, 2014, by _____ as President of Tropical Smoothie Franchise Development Corporation, a Florida corporation, on behalf of the corporation. He/She is personally known to me (____) or produced _____ as identification (____).
(Check one)

Notary Public, State of Florida at Large
My commission expires: _____

(Notary Seal)

CONSENT TO ASSIGNMENT

The City of Orlando hereby consents to the foregoing Assignment based upon Assignor's and Assignee's representations, warranties and covenants contained herein. The consent to the foregoing assignment is granted on the terms and conditions set forth in the Assignment of Lease to which this consent is attached and related closing documents.

CITY OF ORLANDO

By: _____
Mayor/Pro Tem
Print Name: _____

Executed on _____, 2014

Attest:

By: _____
Alana C. Brenner, City Clerk

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the City of Orlando,
Florida, only.

Witnesses:

(1) Sign: _____
Print Name: _____

_____, 2014.

Assistant City Attorney

(2) Sign: _____
Print Name: _____

State of Florida
County of Orange

The foregoing instrument was duly acknowledged before me on _____, 2014, by _____ and Alana C. Brenner, the _____ and City Clerk respectively of the City of Orlando, Florida, a Florida municipal corporation, on behalf of the City. They are personally known to me (____) or produced _____ as identification (____). (Check one)

(Notary Seal)

Notary Public, State of Florida at Large
My commission expires: _____

EXHIBIT “A”

(Lease is set forth on following pages)