



## Downtown Façade and Building Stabilization Program

### APPLICATION

#### Subject Property Information:

Project Address: 100 W. Livingston St  
Orlando, FL 32801

CRA Planning Area: ☐ CBD ☐ Eola ☐ Parramore Heritage ☐ Uptown

Project Type: ☐ Façade Improvements ☐ Building Stabilization Improvements

Parcel ID Number(s): \_\_\_\_\_

City Zoning: \_\_\_\_\_

#### Applicant:

Name: mark mKee

Business Name: Ace Orlando, LLC

Mailing Address: 7227 Metcalf Ave, STE 2  
Overland Park, KS 66204

Phone Number: (913) 948-8622 Fax Number: (913) 428-8279

Email Address: trawe@acecafeusa.com

#### Property Owner (if different than Applicant):

Name: Jain West Livingston Ave, LLC

Mailing Address: 4800 S Apopka Vineland Rd  
Orlando, FL 32819-3127

Phone Number: (321) 200-6094 Fax Number: \_\_\_\_\_

Email Address: jainemergicare@aol.com



## Downtown Façade and Building Stabilization Program

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### APPLICATION SIGNATURE

The Applicant, Mark McKee, assures that the information submitted as part of this application package, as well as any subsequent information submitted for review by Community Redevelopment Agency Staff, the Façade Grant Review Committee, the Community Redevelopment Agency Advisory Board, and the Community Redevelopment Agency is true and correct, and that all information and documentation submitted, including this application and attachments, is deemed public record under the Florida Public Records Law, Chapter 119 of the Florida Statutes. Falsification or omission of information will result in rejection of the application. In addition, you may be subject to prosecution under Orlando City Code Section 43.16, False Information. The Downtown Orlando Community Redevelopment Agency (CRA) maintains the right to request any additional information needed to process this Application.

If the Applicant is awarded funding from the Downtown Façade and Building Stabilization Program, the Applicant agrees that it will enter into a Funding Agreement with the CRA with terms relating to, among other things, the CRA's right to receive re-payment of program funds, the CRA's right to review and audit any and all records related to the Agreement, and the CRA's payment of program funds only upon completion of the project as approved. In case of a default in terms of the Agreement, the Applicant may be responsible for repayment of distributed funds.

*By signing below, the Applicant authorizes the City of Orlando to request criminal background checks from local, state, and federal agencies. Please note that a criminal background check is conducted on every applicant and that review of this application is contingent upon satisfactory completion of a criminal background check.*

*By signing below, the Applicant/Property Owner acknowledges that they have read and agree to the Downtown Façade and Building Stabilization Program policies, procedures, and conditions.*

Applicant Signature:  Date: 8/10/15

Property Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Mercedes Blanca** <Mercedes.Blanca@downtowno  
to John

Jan 25 (8 days ago)

Hi John,

Could you please run a background check on Facade Program applicant Mark McGee? Contact information and consent form are attached.

Thanks,  
Mercedes



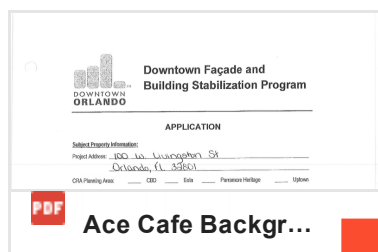
Mercedes Blanca, Economic Development Coordinator  
Downtown Development Board/Community Redevelopment Agency  
City of Orlando  
400 South Orange Avenue, 6th Floor  
Orlando, FL 32801  
p: 407.246.3625  
f: 407.246.3359  
[downtownorlando.com](http://downtownorlando.com)

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Florida has a very broad public records law. As a result, any written communication created or received by the City of Orlando officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records.

If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.





**John Kinloch, Employment Supervisor**

10:04 AM (1 hour ago)



to Mercedes

Mercedes

Mr. Mckee's background is clear. Let me know if I can assist further.

John G. Kinloch, PHR, SHRM-CP

Employment Supervisor

Human Resources

City of Orlando

400 So. Orange Ave., 1st Fl

Orlando, FL 32801

p [407.246.2067](tel:407.246.2067)

f [407.246.2019](tel:407.246.2019)



# Downtown Façade and Building Stabilization Program

DOWNTOWN  
ORLANDO

**PROJECT DESCRIPTION:**

The design, fabrication and installation of signage on the Ace Cafe buildings located at 100 West Livingston. The signage will be placed on the front of the building (Livingston) and on the side of the building (Garland). Pictures and renderings will be attached to this submittal.

TOTAL PROJECT COST

\$ 54,959.00

Ace Cafe project estimate, \$11M. The \$54,959 amount listed to the left is just for signage.

APPLICANT'S FUNDING

\$ 34,959.00

TOTAL PROGRAM FUNDING REQUESTED

\$ 20,000.00

## Downtown Façade and Building Stabilization Program

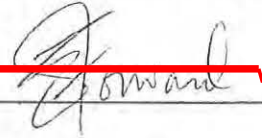
### APPLICATION SIGNATURE


The Applicant, Ace Orlando, LLC, assures that the information submitted as part of this application package, as well as any subsequent information submitted for review by Community Redevelopment Agency Staff, the Façade Grant Review Committee, the Community Redevelopment Agency Advisory Board, and the Community Redevelopment Agency is true and correct, and that all information and documentation submitted, including this application and attachments, is deemed public record under the Florida Public Records Law, Chapter 119 of the Florida Statutes. Falsification or omission of information will result in rejection of the application. In addition, you may be subject to prosecution under Orlando City Code Section 43.16, False Information. The Downtown Orlando Community Redevelopment Agency (CRA) maintains the right to request any additional information needed to process this Application.

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*By signing below, the Applicant/Property Owner acknowledges that they have read and agree to the Downtown Façade and Building Stabilization Program policies, procedures, and conditions.*

Applicant Signature:  Date: 1/11/2016

Property Owner Signature:  Date: 01/15/16

# Downtown Façade and Building Stabilization Program

DOWNTOWN  
ORLANDO

## Owner's Affidavit

STATE OF FLORIDA  
COUNTY OF ORANGE

Before me, the undersigned personally appeared:

(Print Name) Manohar Jain, who duly sworn, upon oath, deposes and says:

That he/she is the owner, or duly authorized representative of the owner, of certain property located at:

100 W Wacker Livingston (Address)

26-22-29-0017-01-000 (Legal Description)

That Ace Orlando LLC (Applicant) operates or intends to operate a business at the above location.

That the Applicant and his contractors or agents have permission to implement the improvements listed of the Downtown Façade and Building Stabilization Program (the "Application") dated 01/15/16.

By signing this Affidavit, I hereby waive any claim against the City of Orlando (the "City") or the Community Redevelopment Agency (the "CRA") arising out of the use of said grant funds for the purposes set forth in the Application. I further agree to hold the City and CRA harmless for any charges, damages, claims, or liens arising out of the Applicant's participation in the Downtown Façade and Building Stabilization Program.

FURTHER AFFIANT SAVETH NOT.

[Signature]  
Signature of Affiant

Title if Affiant is acting on behalf of a corporation, LLC, or partnership

STATE OF Florida

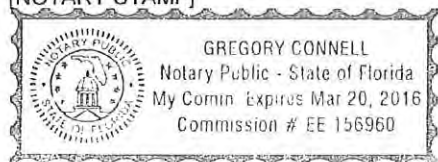
COUNTY OF Orange

Sworn to and Subscribed before me this 15 day of January, 2016, by Manohar Jain, who is the owner, or a duly authorized representative of the owner, of the above-referenced property, and who is personally known to me or has produced \_\_\_\_\_, as identification.

[Signature]  
Notary Public

My Commission Expires: March 20, 2016

[NOTARY STAMP]



**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Limited Liability Company**

ACE ORLANDO, LLC

**Filing Information**

<b>Document Number</b>	L13000038508
<b>FEI/EIN Number</b>	46-5105302
<b>Date Filed</b>	03/14/2013
<b>State</b>	FL
<b>Status</b>	ACTIVE

**Principal Address**100 W. LIVINGSTON  
ORLANDO, FL 32801**Mailing Address**100 W. LIVINGSTON  
ORLANDO, FL 32801**Registered Agent Name & Address**NRAI SERVICES, INC.  
515 EAST PARK AVENUE  
TALLAHASSEE, FL 32301**Authorized Person(s) Detail****Name & Address**

Title MGR

MCKEE, MARK  
100 W. LIVINGSTON  
ORLANDO, FL 32801**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2015	03/04/2015
2015	07/31/2015
2015	08/11/2015

**Document Images**

<a href="#">08/11/2015 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/31/2015 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/04/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/14/2013 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>

DETROIT COURT PRESS  
State of Florida, Department of State



# Property Record - 26-22-29-0017-01-000

Orange County Property Appraiser •  
<http://www.ocpafl.org>

## Property Summary

**Property Name**

Cobble Systems / H2O  
Church

**Names**

Jain West Livingston Avenue  
LLC

**Municipality**

ORL - Orlando

**Property Use**

4800 - Warehousing

**Mailing Address**

4800 S Apopka Vineland Rd  
Orlando, FL 32819-3127

**Physical Address**

100 W Livingston St  
Orlando, FL 32801



QR Code For Mobile Phone



292226001701000 02/04/2007



292226001701000 02/04/2007



292226001701000 02/04/2007



292226001701000 02/04/2007



## Property Features

### Property Description

100 WEST LIVINGSTON STREET 71/49 LOT 1 (LESS RR R/W DEEDED TO FDOT PER OR 10480/7922)

### Total Land Area

128,079 sqft (+/-) | 2.94 acres (+/-) GIS Calculated

### Land (includes working values)

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
4800 - Warehousing	PD/T	128079.16 SQUARE FEET	\$35.00	\$4,482,771	\$0.00	\$4,482,771

### Buildings (includes working values)

Model Code	06 - Warehouse	Subarea Description	Sqft	Value
Type Code	4800 - Warehousing	BAS - Base Area	8265	\$299,441
Building Value	\$203,805	CAN - Canopy	515	\$5,616
Estimated New Cost	\$679,349	FST - Fin Storge	1215	\$30,832
Actual Year Built	1926	FUS - F/Up Story	9480	\$343,460
Beds	0			
Baths	0.0			
Floors	2			
Gross Area	19475 sqft			
Living Area	18960 sqft			
Exterior Wall	Cmt.Brick			
Interior Wall	Plastered			



**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Limited Liability Company**

JAIN WEST LIVINGSTON AVENUE, LLC

**Filing Information**

<b>Document Number</b>	L08000117032
<b>FEI/EIN Number</b>	26-3935588
<b>Date Filed</b>	12/29/2008
<b>Effective Date</b>	12/29/2008
<b>State</b>	FL
<b>Status</b>	ACTIVE

**Principal Address**100 W. LIVINGSTON STREET  
ORLANDO, FL 32801**Mailing Address**4800 S. APOPKA VINELAND ROAD  
ORLANDO, FL 32819**Registered Agent Name & Address**JAIN, MANOHAR  
4800 S. APOPKA VINELAND ROAD  
ORLANDO, FL 32819**Authorized Person(s) Detail****Name & Address**

Title MGRM

JAIN, MANOHAR  
4800 S. APOPKA VINELAND ROAD  
ORLANDO, FL 32819

Title MGRM

JAIN, SIMA  
4800 S. APOPKA VINELAND ROAD  
ORLANDO, FL 32819**Annual Reports**

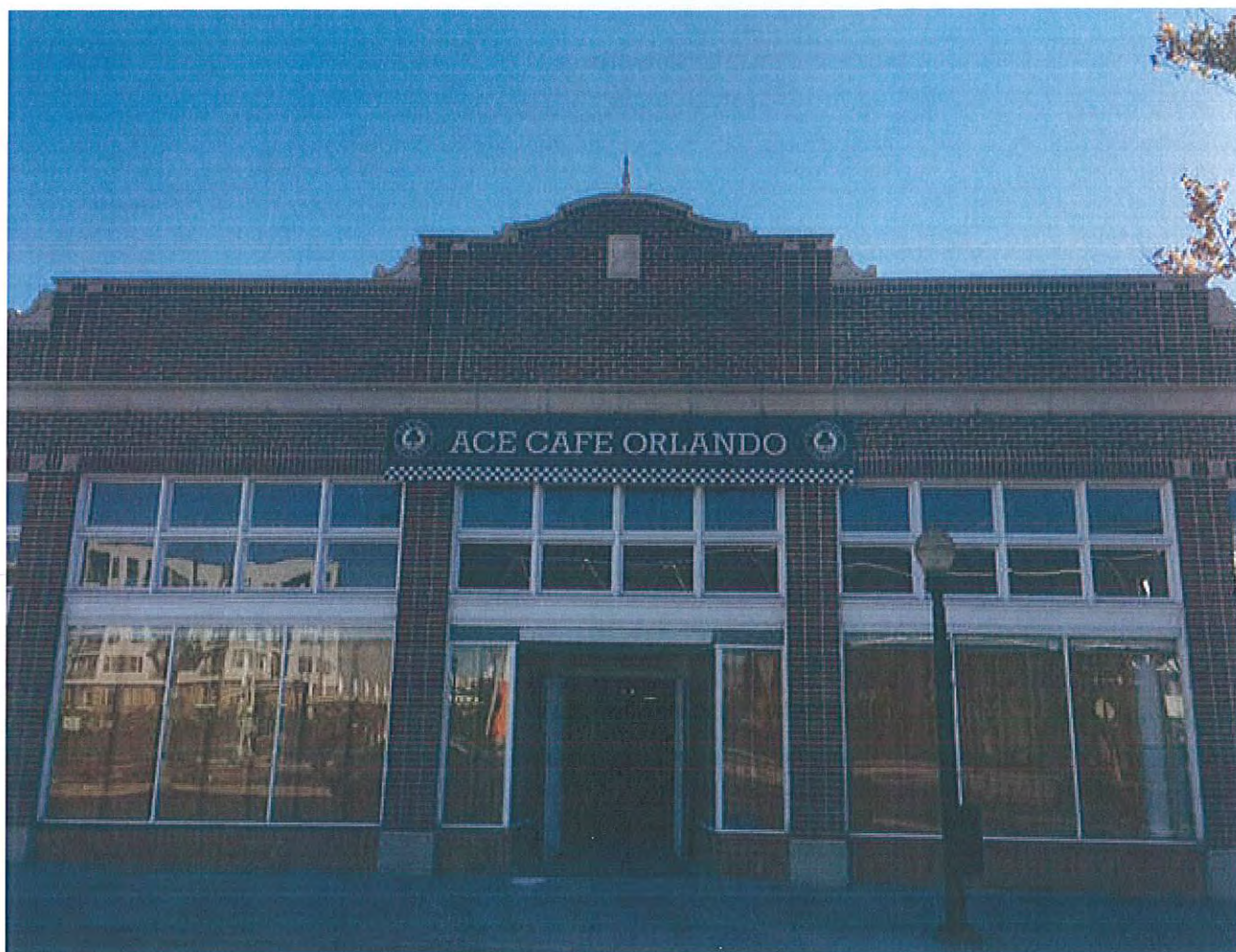
<b>Report Year</b>	<b>Filed Date</b>
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2013	04/18/2013
2014	04/21/2014
2015	04/29/2015

**Document Images**

<a href="#">04/29/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/21/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/18/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/27/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/28/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/27/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/29/2008 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>















# CITY OF ORLANDO

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## MAJOR CERTIFICATE OF APPEARANCE APPROVAL

CASE #: ARB2014-00067  
SITE ADDRESS: 100 W Livingston St  
APPLICANT: TIMOTHY LEMONS  
109 E. CHURCH STREET  
#150  
ORLANDO, FL 32801  
OWNER: MARK MCKEE  
100 W. LIVINGSTON STREET  
ORLANDO, FL 32801

The Orlando Appearance Review Board grants permission on this date to the above referenced applicant to secure the appropriate permits for the purpose stated below:

November 10, 2015

8:49:10AM

Major Certificate of  
Appearance Approval

1. General

- a. ARB Staff supports the redevelopment and the proposed phase one re-use of the existing structures on-site.
- b. Phase Two A and Phase Two B of the project will require an additional and separate Major Certificate of Appearance Approval.

2. Architecture

- a. Elevations - Architectural renovations, elevations and plans are approved as submitted.
- b. ARB Approval - Final Architectural elevations for all Phase One structures shall be submitted for ARB Minor Review prior to issuance of building permit. Elevations shall include the location of all proposed exterior signage, lighting fixtures, architectural ornamentation, venting and exhaust fixtures.

3. Site Plan

- a. Vehicle Display Areas - The stamped asphalt paving patterns, pavement color and striping are approved as submitted. Any changes or alterations to the design shall require an ARB Minor Review prior to submittal for exterior building permits.
- b. Moveable Display Pots - The Cor-Ten Steel weathered moveable planter pots are approved for use in the Vehicle Display Area. The finish shall compliment the proposed stanchion and parking lot light fixtures.
- c. Stanchions - The proposed stanchions and "velvet" rope system for the Vehicle Display Area is approved as submitted.
- d. Vehicle Display Area Lighting - The proposed Sternberg Glenview 1940 or equivalent parking lot light is approved as submitted for the Vehicle Display Area and other parking areas on-site. A final exterior lighting plan including layout and photometrics shall be submitted for ARB Minor Review prior to submittal of exterior building permits.
- e. Streetwall - The 5-foot tall street wall design with a 2-foot masonry and brick base, 2.5 foot tall aluminum picket fencing and 5-foot tall brick with masonry cap column is approved as submitted.
- f. Perimeter Walls - The proposed streetwall design can be increased to 6-feet in height along the east property boundary and on the south property boundary from Garland Avenue to the corner of the structure on the adjacent property. The southern wall or fence may be opaque to 6-feet for all or a portion of the remaining south boundary at the Applicant's discretion in order to screen the adjacent uses. The perimeter wall shall be constructed with the Phase One development of the project.
- g. Dumpster Location - Utilities, dumpsters, compactors, and other "back-of-house" facilities must be located on the interior of the lot or buildings to the maximum extent reasonably feasible, and should not be adjacent to sidewalks and other pedestrian areas if reasonably possible. The dumpster enclosure in Phase One shall be relocated to the south side of the barn. The proposed Phase One dumpster location is too close to Garland Avenue and interferes with the potential use of the open space area and shade provided by the existing tree canopy that is proposed to be preserved. As a temporary condition the dumpster enclosure shall be enclosed with the same fencing treatment being utilized to screen the barn. At the time of development of Phase Two or two years, whichever comes first, a final location for the dumpster shall be sited and a masonry enclosure that architecturally compliments the adjacent structures shall be constructed. The final dumpster location and enclosure design shall be submitted for an ARB Minor [Staff] Review prior to submittal of building permits.
- h. Fencing - All fencing on site shall be decorative, open, CPTED-approved fencing, such as aluminum or wrought-iron picket, excluding fences or walls that are used to buffer impacts of or to adjacent properties. Chain link fencing is prohibited.
- i. Barn Screening - The decorative wood and lattice fence proposed to screen the barn area until the barn is renovated is approved as submitted.
- j. Phase Two B - The undeveloped area of Phase Two B shall be seeded or sodded with bahia grass at a minimum. Until a building permit is issued for Phase Two B the undeveloped area shall be secured with a post and rope or chain system in order to prohibit parking on the undeveloped site.
- k. ARB Approval - Prior to submittal for exterior building permits the exterior site plan and associated details shall be submitted for an ARB Minor review.

4. Mechanical Equipment

- a. Venting and Exhaust - All restaurant venting and restaurant exhaust shall be directed to the roof of the building(s),



November 10, 2015

8:49:10AM

Major Certificate of  
Appearance Approval

and shall not be visible from the public right-of-way. Restaurant venting is not permitted on any façade of the building. All other venting and exhaust for mechanical systems and utilities shall be a minimum of 10 ft. above grade, and shall be designed and integrated with the building so as to be seamless with the overall architecture of the building.

b. Mechanical Equipment - All ground and roof mounted mechanical equipment and transformers shall be screened from view to meet the requirements of the Land Development Code.

c. Backflow Preventer - Backflow preventer/s shall be located so as not to be directly visible from the right-of-way and should be screened from view where necessary. They shall be clearly identified on the final site plan.

d. ARB Approval - A final mechanical equipment, venting and roof plan including architectural elevations with venting shall be submitted for an ARB Minor Review prior to submittal for exterior building permits.

#### 5. Landscape

a. Tree Mitigation - There are several substantial existing trees on site. A report from the City Arborist on the health and viability of the existing trees is required. Removal of existing healthy specimen trees will require mitigation based on the recommendation of the City Arborist.

b. Landscape Plan - The proposed landscape plan is approved as submitted. A separate landscape plan for the Phase Two A and B of the project shall be required to receive an ARB Major Approval prior to submittal of a building permit for the Phase Two development.

c. ARB Approval - Final landscape and hardscape plans shall be submitted for ARB Minor Review prior to submittal for exterior building permits for Phase One.

#### 6. Lighting

a. Lighting Standards - Lighting shall comply with the City's approved lighting ordinance [Ord. 2013-73]. A signed and sealed lighting plan with photometrics consistent with the lighting ordinance or a photometric plan is subject to approval by the Planning Official and ARB Major Review. The submittal shall also include details of all proposed lighting fixtures on the exterior of the site. The final lighting and photometric plan shall be submitted for an ARB Minor [Staff] Review prior to submittal of final building permits.

b. Security Lighting - Security lighting shall not be substituted for parking or pedestrian area lighting fixtures. Security lighting is restricted to lighting service, storage, loading and other similar uses. Security lighting shall not extend beyond the fascia or roofline of any building.

c. Light Shields - Security lighting and pedestrian area lighting fixtures shall be fully shielded and similar in color with the surface to which the fixture is attached.

d. Service Areas - Lighting under awnings, canopies, and porte-cocheres should be recessed. If not recessed, the box type or other lighting fixture shall be opaque on all sides (no light shall emanate from any side of the fixture).

e. Pedestrian Areas - Pedestrian area lighting fixtures should be pedestrian in scale, as well as decorative in appearance, style and finish.

#### 7. Streetscape

a. Design Guidelines - All streetscape adjacent to the site shall be designed and constructed in accordance with the standards and specifications of the Downtown Orlando Streetscape Guidelines or as otherwise approved by the City.

b. Maintenance - Unless approved through a separate agreement the Downtown Community Redevelopment Agency [CRA] shall only maintain those portions of the Ace Cafe improvements within the public right-of-way. The CRA shall not be responsible for nor maintain any section of streetscape not constructed in accordance with the Downtown Orlando Streetscape Design Guidelines or as otherwise approved by the City.

c. Streetscape Zones - All vertical obstructions and utility poles including street light poles, shall be located in the Streetscape Furniture. The Pedestrian Clear Zone shall be clear and unobstructed by vertical impediments in the sidewalk or architectural projections overhead. Awnings and canopies with a minimum 14-foot clearance may be permitted to overhang the Pedestrian Clear Zone. This pedestrian zone may occupy both public and private property.

d. W. Livingston Streetscape - It is recommended that the hardscape paving pattern along W. Livingston Street be preserved. A minimum of 15-feet from the back of curb where feasible shall be reserved for the streetscape along W. Livingston. The sycamore street trees along W. Livingston shall be removed and replaced with Phoenix dactylifera [date palm] to match the date palms on the north side of W. Livingston Street.

e. N. Garland Streetscape - Prior to issuance of a Certificate of Occupancy for Phase One of this project the N.



November 10, 2015

8:49:10AM

Major Certificate of  
Appearance Approval

Garland streetscape shall be constructed by the applicant from the south property line to the W. Livingston intersection. The N. Garland streetscape shall include an 18-foot sidewalk from back-of-curb. A 6-foot wide furniture zone with 6-foot by 9-foot tree wells and double acorn street lights shall be included in the 18-feet. A 2-foot wide landscape buffer shall be provided between the sidewalk and the Garland Avenue streetwall. The streetscape shall meet the requirements of Streetscape Treatment 4 [window pane] and shall be constructed consistent with the Downtown Streetscape Design Guidelines. Structural soil or an approved equivalent shall be used for planting new street trees to reduce long term impacts to the hardscape and utilities. The applicant shall provide a 10-foot City Services Sidewalk Easement to accommodate the entire streetscape zone.

f. ARB Approval - A final streetscape plan shall be submitted for an ARB Minor Review prior to issuance of building permits.

#### 8. Signage

a. Master Sign Plan - A Master Sign Plan shall be submitted for review and approval by the planning official and ARB prior to obtaining a building permit for any new signs. The sign plan shall be approved, denied, or approved with conditions by planning official letter of determination. The sign plan must include, at a minimum, the locations, dimensions, areas, and types of each sign, and must conform to applicable provisions of the Orlando City Code and PD ordinance. The Property must be built and maintained in accordance with the approved sign plan. The Master Sign Plan must conform to the architectural elevations. The Master Sign Plan shall be updated prior to issuance of a Certificate of Occupancy for Phase Two.

b. Downtown Special Sign District - This project is located in the Downtown Special Sign District and shall comply with all the rules and regulations of the district.

c. Flags - Flags are allowed on the roof of the proposed café building as depicted, but are hereby limited to 6 flags per west, and south elevation of the building.

d. Sign Tower-Signage shall only be permitted on the north, west and south sides of the sign tower. All signage on the tower shall be considered to be low-rise signs that extend above 30 feet if approved by a master plan or re-zoning application. The bottom of the circular Ace Café logo signs shall be no higher than 30 feet above finished grade.

#### 9. Model

Prior to permitting, a physical 1"= 100' model of the project (or each building as it's developed) should be provided for the DDB/CRA model. At time of permitting, submit a 3D virtual model in the City of Orlando's digital format for the Virtual Orlando model (See CAD Standards City of Orlando for format).

**This Certificate of Appearance Approval does not constitute final development approval. The applicant is responsible for obtaining all necessary permits and approvals from applicable departments before initiating development.**

Certificate of Appearance Approval executed, for and relative to the above referenced site. This Certificate of Appearance Approval will expire one year from date of issuance.



Signature

DOUGLAS A. METZGER, AICP, LMT  
Appearance Review Official

From Don Bell  
Sighs, LLC

**EXHIBIT A to Contract #1400987**

ACE CAFÉ ORLANDO SIGNAGE PRICING:  
per Drawing Set Dated 06.17.15 Revision 2-1

Sign Type #	Description	Ext Price
1	Livingston Blade Sign	18,605.0000
4	Tower Upper N & S Channel Letters (Café)	5,228.0000
5	Tower Tower N & S (Clock Faces and Mechanisms)	41,756.0000
6	Tower Upper West (Ace)	2,796.0000
7	Tower Lower West (Ace Café Logo cabinet)	10,022.0000
13	Building 2 Truss - Ace Café Orlando Open Face Channel Letters	15,388.0000
14	Bldg 2 Upper Window Awnings	8,895.0000
15	Bldg 2 Roof Freestanding Flaps with weighted bases	7,756.0000
17	Internal Monument Sign with changeable Message Marquee	12,383.0000
21	Bldg 1 West el Awnings	5,502.0000
	Stonebridge Painted Mural (Distressed)	2,010.0000
26	Building 1 Parapet Mounted Sign facing SunRail Only	910.0000
Fabrication and Installation Total:		\$54,959.00



*final engineering may affect pricing*





# PROPOSAL / CONTRACT

Date	Proposal #
01/07/16	Ace10716

<b>Name:</b> Ace Cafe <b>Address:</b> 104 Livingston St. Orlando, FL 32809 <b>Contact Name:</b> Kevin Steyer <b>Phone #:</b> 321-229-2635 <b>Fax #:</b> <b>E-mail:</b> krsdesigns@aol.com		<b>Project:</b> Ace Cafe <b>Address:</b> Livingston St.	
<b>Terms:</b> IN CONTRACT BODY		Completion 4 - 5 weeks from Permit Approval	

Description	Qty	Rate	Total
<b><u>Design, Fabricate and Install:</u></b>			
Livingston Blade Sign	1	\$19,404.00	\$19,404.00
Tower Upper N & S Channel Letters (Café)	1	\$5978.00	\$5978.00
Tower upper west (ace)	1	\$2951.00	\$2951.00
Tower lower west (ace logo cabinet)	1	\$10,778.00	\$10,778.00
Building 2 Truss - Ace Café Orlando Open Face Channel Letters	1	\$16,111.00	\$16,111.00
Stonebridge Painted Mural (Distressed)	1	\$2200.00	\$2200.00
Building 1 Parapet Mounted Sign facing SunRail Only	1	\$1000.00	\$1000.00
<b>Subtotal :</b>		<b><u>Fab &amp; Install</u></b>	<b><u>\$58,422.00</u></b>
<b>Optional items:</b>			
Tower Lower N & S (Clockfaces and Mechanisms)			\$32,500.00
Bldg 2 Upper Window Awnings			\$9200.00
Bldg 2 Roof Freestanding Flags with weighted bases			\$8100.00
Internal Monument Sign w/ Changeable Message Marquis			\$12,975.00
Bldg 1 West El Awnings			\$5750.00
<b>Subtotal :</b>		<b><u>Fab &amp; Install</u></b>	<b><u>\$68,525.00</u></b>
<b>Permit Processing and Engineering:</b>			
<b>Building Department fees will be billed additional at cost. We will provide a receipt. Maintenance of Traffic, if required, will be billed separately.</b>		<i>Sales tax @6.5% not included in subtotals</i>	
1. L & J Awnings & Shade Structures, Inc. dba L & J Signs will not install items before the permit(s) are obtained. To avoid risk of manufacturing signage that cannot be legally installed, our policy is to not to begin manufacturing until permit(s) are secured. If client wishes to have L & J begin manufacturing before the permit(s) are Secured, they can instruct us to do so (in writing) at their own risk. 2. Shipping, Engineering, Permit and Inspection fees will be documented and added to final invoice unless specifically noted otherwise on this proposal. 3. Requests for expedited lead-time(s) and/or additional site visits above the quantity noted will require additional charges. 4. Prices are valid for 30 days. Any changes to scope work, including quantity, may require re-estimating. 5. When permit(s) are needed, you will receive a list outlining the exact documents our firm will need to submit/obtain permit(s) 6. Customer gives L & J Awnings & Shade Structures Inc. dba L & J Signs permission to use photos of work done for us for promotional purposes and more. 7. Final permit inspections will not be scheduled until payment in full has been made.		<b>Total Contract</b>	
		<b>Deposit</b>	
		<b>Final Payment</b>	

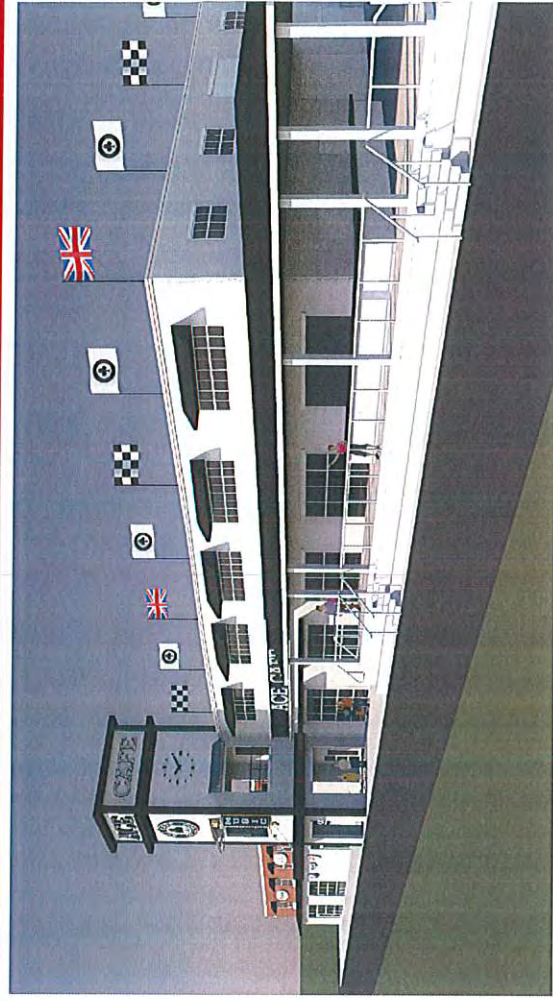
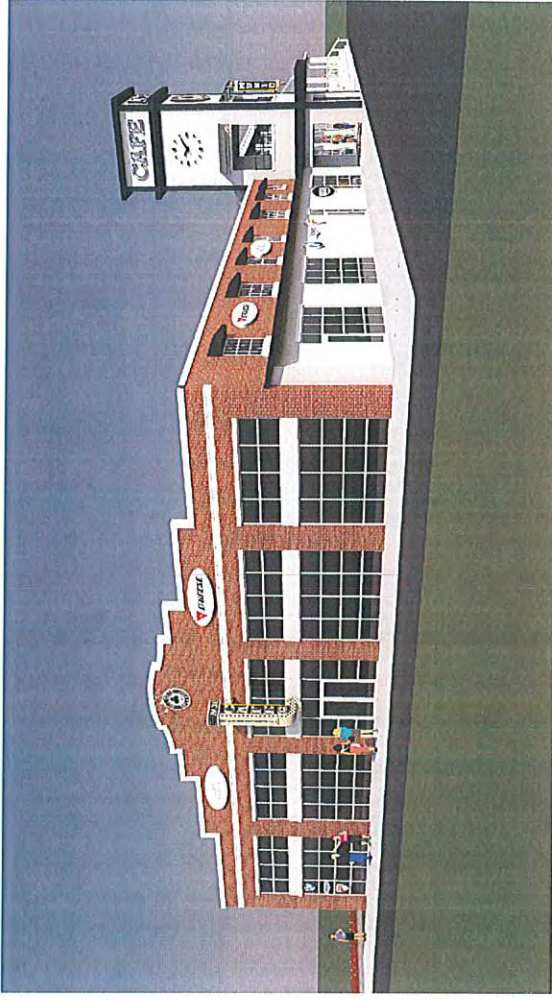


# ACE CAFE ORLANDO

100 West Livingston Street  
Orlando, Florida



Revision 2-1 (06.17.15)





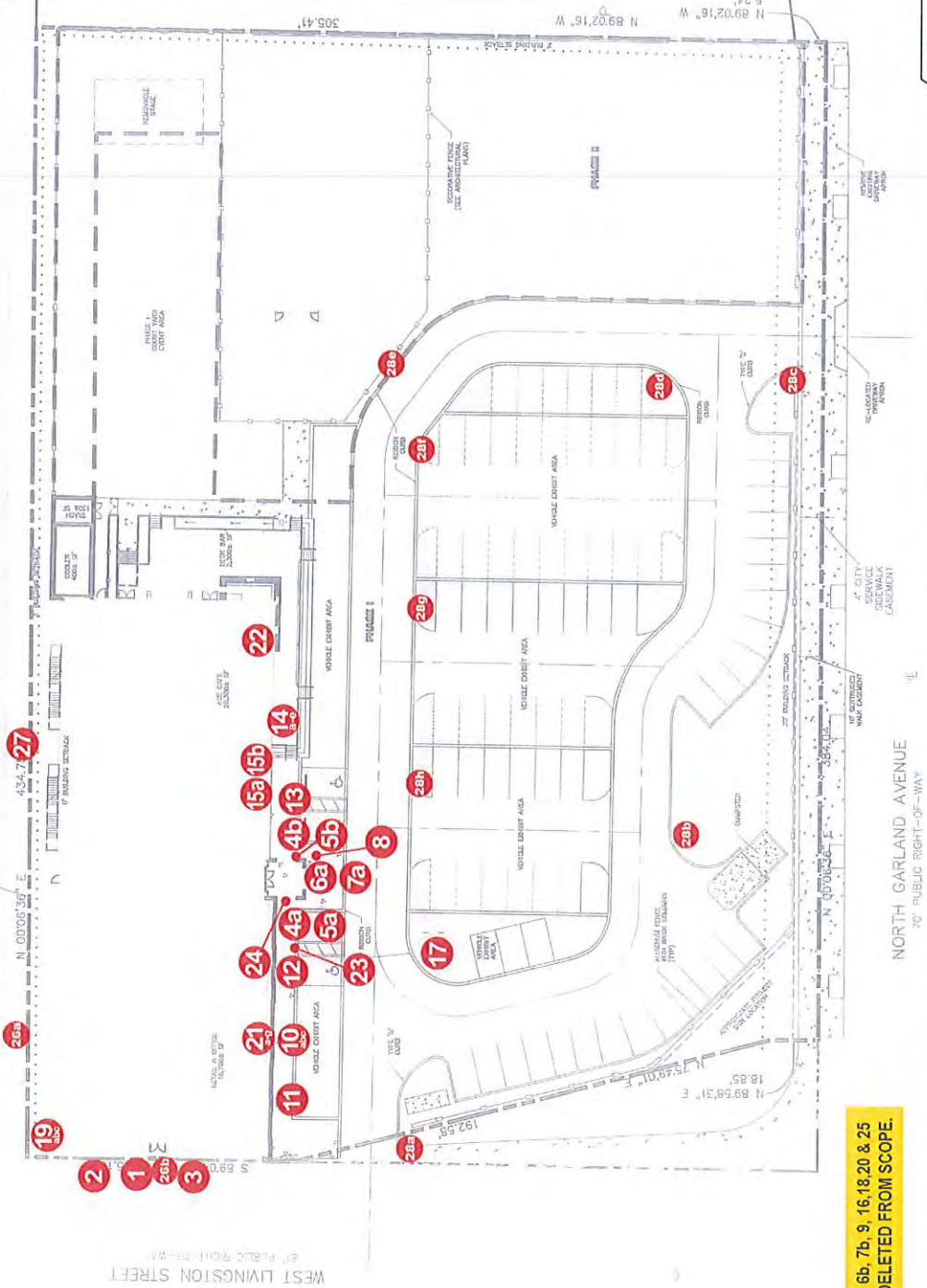
# Plot Plan

R5 - 08.13.15  
Removed signs 2, 3, 8, 10, 11, 12, 19,  
22, 23, & 24

Signage Sq. Ft.

1	40
2	Removed 08.13.15
3	Removed 08.13.15
4a	29
4b	29
5a	N/A
5b	N/A
6a	36.5
6b	Deleted
7a	64
7b	Deleted
8	To be done later 08.13.15
9	Deleted
10a	Removed 08.13.15
10b	Removed 08.13.15
10c	Removed 08.13.15
11	Removed 08.13.15
12	Removed 08.13.15
13	Removed 08.13.15
14	N/A
15a	N/A
15b	N/A
16	60
17	86
18	Deleted
19	Deleted
20	Deleted
21	N/A
22	To be done later 08.13.15
23	To be done later 08.13.15
24	To be done later 08.13.15
24a	To be done later 08.13.15
24b	To be done later 08.13.15
24c	To be done later 08.13.15
25	Deleted
26	12.25
27	N/A
28	24
28 a-h	24
Total	476.75

GERTRUDE AVENUE  
50' RIGHT-OF-WAY



NORTH GARLAND AVENUE  
70' PUBLIC RIGHT-OF-WAY

NOTE: SIGNS 6b, 7b, 9, 16, 18, 20 & 25  
HAVE BEEN DELETED FROM SCOPE.



DESIGN #: 1400897 R5  
DATE: 02.12.15  
DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (4.13.15) MD  
R2-1 (06.02.15) GR  
R4-1 (07.15.15) SS  
R5 (08.13.15) GR

120 Volt  
277 Volt  
SHEET 1

Ace Cafe Orlando  
100 W. Livingston Street  
Orlando, FL  
Andrew Lauchner  
As Noted

Adobe Illustrator CS6

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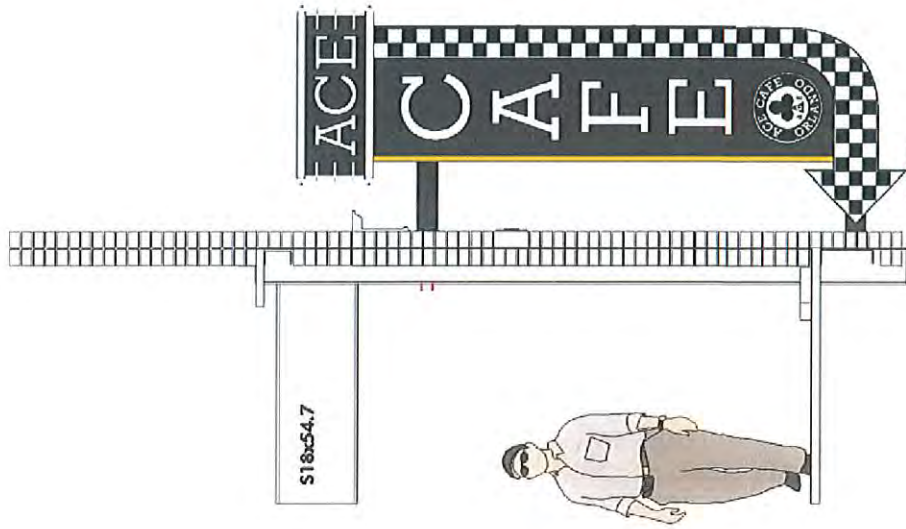
345 OAK PLACE  
1987 GARLAND  
ORLANDO, FL 32817  
P.O. BOX 5076  
P.O. BOX 5076

Note: This design pending engineering.

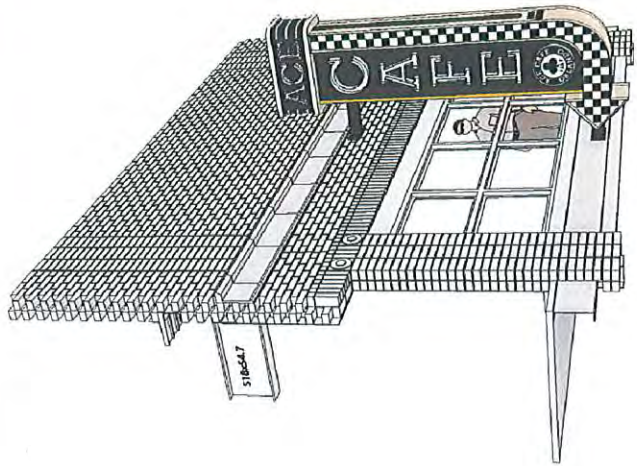
365 OAK PLACE  
PORT ORANGE, FL 32127  
386-788-8084  
800-824-0080  
EAY 386-762-2334



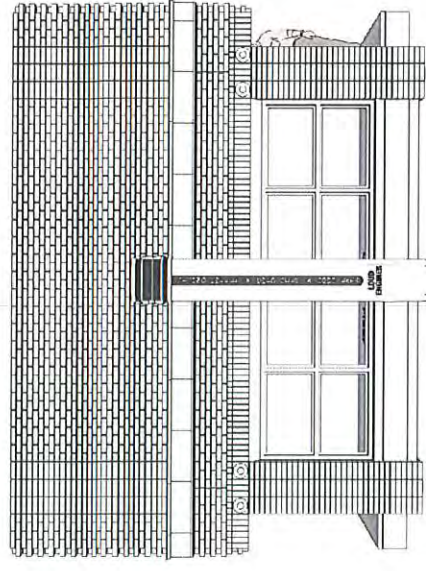
1 Livingston St. Blade Sign



Scale: NTS



Scale: NTS



Note: This design pending engineering.



DESIGN #: 1400897 R5

DATE: 02.12.15

DRAWN BY: M. De Bolt

REVISIONS / DATE / INITIALS

R1 (4.13.15) MD

R2-1 (06.02.15) GR

R4-1 (07.15.15) SS

R5 (08.13.15) GR

120 Volt ☐ 277 Volt ☐

SHEET 1A

Ace Cafe Orlando

100 W. Livingston Street

Orlando, FL

As Noted

Adobe Illustrator CS6

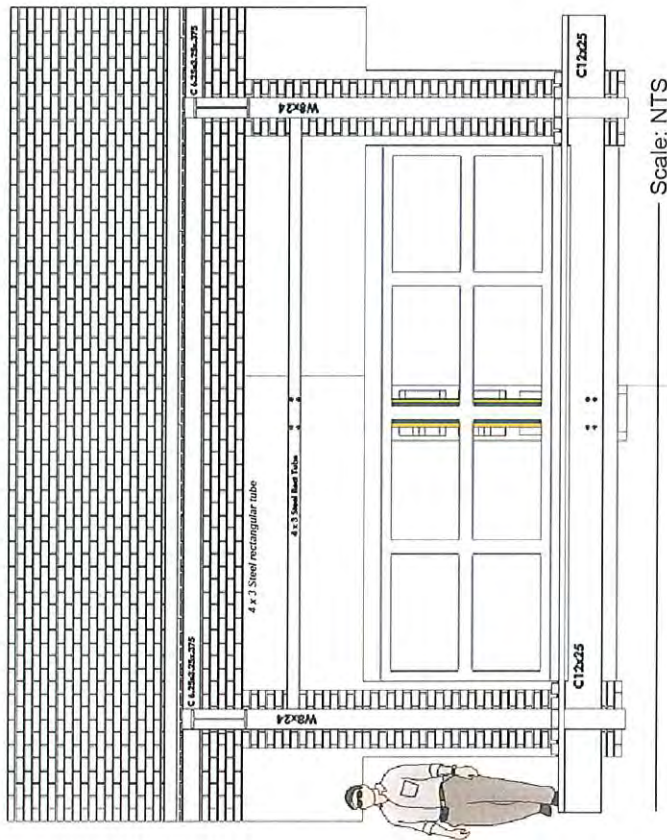
This design (except registered or existing trademarks) is the property of DON BELL SIGNAGE and shall not be reproduced or copied in whole or in part without the written permission of the above named owner.



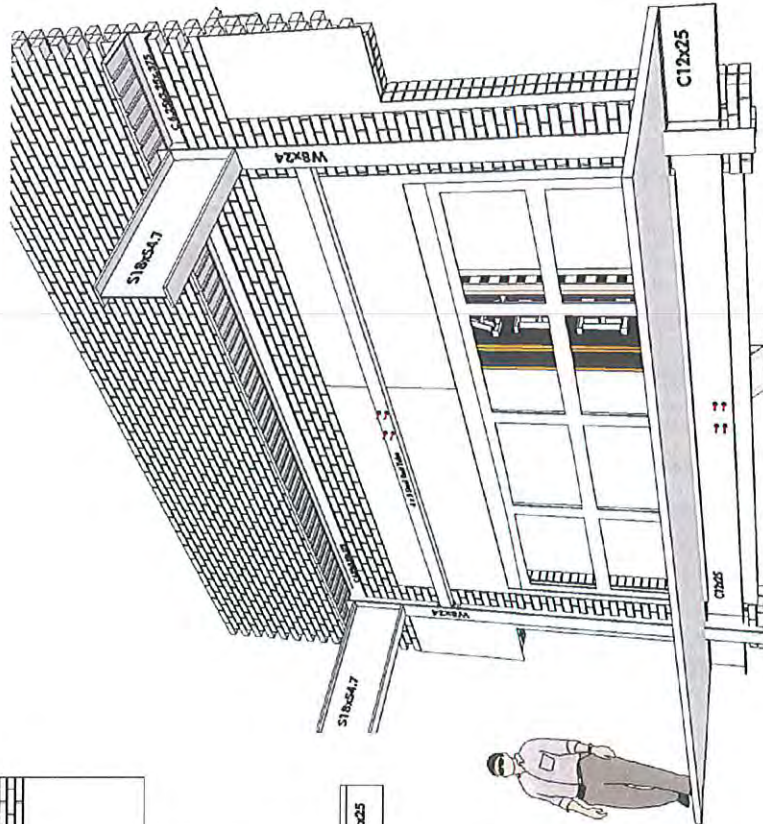
355 OAK PLACE  
ORLANDO, FL 32137  
386-798-3306  
FAX 386-792-7331



1 Livingston St. Blade Sign



Scale: NTS



Scale: NTS

Note: This design pending engineering.



DESIGN #: 1400897 R5

DATE: 02.12.15

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (4.13.15) MD

R2-1 (06.02.15) GR

R4-1 (07.15.15) SS

R5 (08.13.15) GR

120 Volt  
277 Volt

SHEET 1B

Ace Cafe Orlando

100 W. Livingston Street

Orlando, FL

Andrew Lauchner

As Noted

Adobe Illustrator CS6

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365 OAK PLACE  
3862-284-0047 FL 3127  
FAX 386-287-9331

2 Livingston St. Tenant Wall Sign

REMOVED AND PUT IN SEPARATE "DIANESE" FOLDER - 08.13.15

3 Livingston St. Tenant Wall Sign

REMOVED AND PUT IN SEPARATE "MAGIC CITY CYCLES" FOLDER - 08.13.15



DESIGN #: 1400897 R5  
DATE: 02.12.15  
DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (4.13.15) MD  
R2-1 (06.02.15) GR  
R4-1 (07.15.15) SS  
R5 (08.13.15) GR

ETL US ☐ 120 Volt ☐ 277 Volt

SHEET 2

Ace Cafe Orlando

100 W. Livingston Street  
Orlando, FL  
Andrew Lauchner  
As Noted  
Adobe Illustrator CS6

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3455 OAK BLVD  
PORT ORANGE, FL 32127  
407-324-5080  
FAX 324-67331

Note: This design pending engineering.



4 A & B Tower Upper North & South Channel Letters

Scope of Work

Fabricate & install:  
(2) sets of open face channel letters as shown.

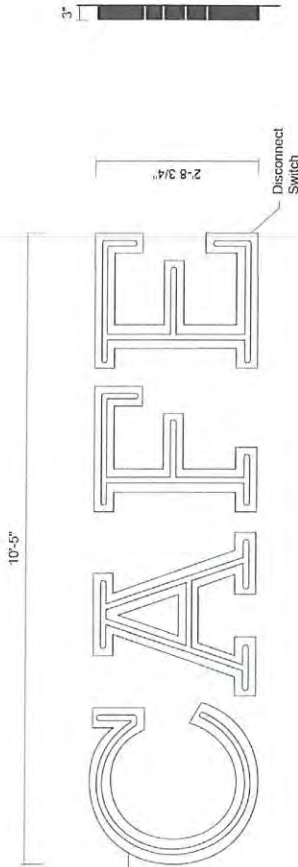
Note(s):

All hardware to be non-corrosive.  
**PRIMARY ELECTRIC BY OTHERS.**

Note: Field survey required to determine attachment method.

SIGN TO BE MARKED PER NEC 600.4 (A)  
PRIMARY DISCONNECT SWITCH - NEC 600.6  
(ACTUAL LOCATION MAY VARY)  
SWITCH AMPERE RATING SHALL BE NOT LESS  
THAN TWICE THE AMPERE RATING AS POWER  
SUPPLY - NEC 404.14 & 600.6 (B)  
PER NEC 404.14 & 600.6 (B)  
(1) ONE 120V-20amp CIRCUIT(S) REQUIRED OR (T.B.D.)  
PRIMARY ELECTRIC BY OTHERS

Open Face Channel Letters  
Const: Aluminum  
Paint: White (inside)  
( TBD, British Black outside)  
illum.: single stroke 15mm white neon  
Mount: flush to tower wall



29 sq. ft. (ea. set)

Elevation of Wall Sign  
Scale: 1/2" = 1'0"

(2) Sets Required

Nighttime  
Concept



End View

5 A & B Tower Lower North & South Clocks

Scope of Work

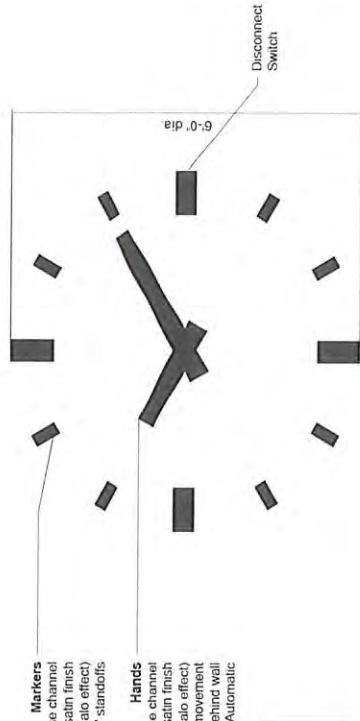
Fabricate & install:  
(2) internally-illuminated skeletal wall clocks, as shown.

Note(s):

All hardware to be non-corrosive.  
**PRIMARY ELECTRIC BY OTHERS.**

Note: Field survey required to determine attachment method.

SIGN TO BE MARKED PER NEC 600.4 (A)  
PRIMARY DISCONNECT SWITCH - NEC 600.6  
(ACTUAL LOCATION MAY VARY)  
SWITCH AMPERE RATING SHALL BE NOT LESS  
THAN TWICE THE AMPERE RATING AS POWER  
SUPPLY - NEC 404.14 & 600.6 (B)  
PER NEC 404.14 & 600.6 (B)  
(1) ONE 120V-20amp CIRCUIT(S) REQUIRED OR (T.B.D.)  
PRIMARY ELECTRIC BY OTHERS



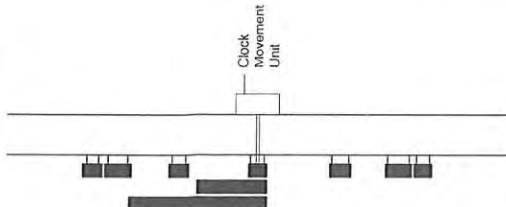
Nighttime  
Concept



Elevation of Wall Clock  
Scale: 1/2" = 1'0"

(2) Required

End View



Note: This design pending engineering.



DESIGN #: 1400897 R5

DATE: 02.12.15

DRAWN BY: M. De Bolt

Revisions: Date / Initials

R1 (4.13.15) MD

R2-1 (06.02.15) GR

R4-1 (07.15.15) SS

R5 (08.13.15) GR

120 Volt  
277 Volt

SHEET 3

Ace Cafe Orlando

100 W. Livingston Street

Orlando, FL

As Noted

Adobe Illustrator CS6

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365 OAK PLACE  
3862-784-0000  
FL 32137  
PAX 386-927231

6 Tower Upper West Channel Letters

Scope of Work

Fabricate & install:  
(1) set of open face channel letters, as shown.

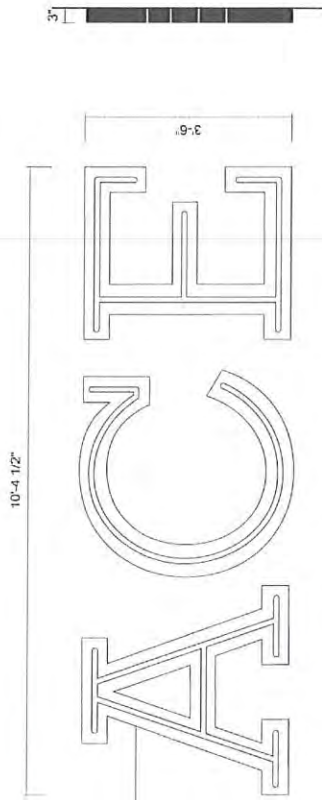
**Note:** East Location removed from scope  
Note(s):

All hardware to be non-corrosive.

PRIMARY ELECTRIC BY OTHERS.

**Note:** Field survey required to determine attachment method.

SIGN TO BE MARKED PER NEC 600.4(A)  
TO BE WITHIN VIEW OF SIGN PER NEC 600.6  
(FACTUAL LOCATION MAY VARY)  
SWITCH AMPERE RATING SHALL BE NOT LESS  
THAN THE RATING OF THE EQUIPMENT  
SUPPLIES OR BALLASTS  
PER NEC 404.14 & 600.6(B)  
(1) ONE 120V-20amp CIRCUIT(S) REQUIRED OR (TBD )  
PRIMARY ELECTRIC BY OTHERS



Open Face Channel Letters  
Const: Aluminum  
Paint: White (inside)  
Paint: British Black (outside)  
Illum.: TBD, British Black outside  
Mount: flush to lower wall



36.5 sq. ft.

Elevation of Wall Sign

Scale: 1/2" = 1'0"

(1) Set Required

Nighttime  
Concept

End View

7 Tower Lower West Wall Signs

Scope of Work

Fabricate & install:  
(1) internally-illuminated wall sign, as shown.

**Note:** East Location removed from scope  
Note(s):

All hardware to be non-corrosive.

PRIMARY ELECTRIC BY OTHERS.

**Note:** Field survey required to determine attachment method.

SIGN TO BE MARKED PER NEC 600.4(A)  
TO BE WITHIN VIEW OF SIGN PER NEC 600.6  
(FACTUAL LOCATION MAY VARY)  
SWITCH AMPERE RATING SHALL BE NOT LESS  
THAN THE RATING OF THE EQUIPMENT  
SUPPLIES OR BALLASTS  
PER NEC 404.14 & 600.6(B)  
(1) ONE 120V-20amp CIRCUIT(S) REQUIRED OR (TBD )  
PRIMARY ELECTRIC BY OTHERS



Cabinet  
Const: Aluminum can  
Finish: Smooth  
Paint: (TBD, British Black)  
Illum: Internal white LEDs  
Mount: flush to lower wall

"ACE CAFE ORLANDO" Copy  
Routed-out w/  
3/4" thru clear plex  
(1/2" thru face for halo effect)  
w/ white trans vinyl on faces

Cabinet Face  
Const: Aluminum w/ 3" welded returns  
Finish: Smooth  
Paint: Returns - TBD "British Black"

White Border  
Routed-out w/  
3/4" push-thru clear plex  
(1/2" thru face for halo effect)  
w/ White trans. vinyl on faces

Club & "ACE" Copy  
Routed-out circle w/  
3/4" push-thru clear plex  
(1/2" thru face for halo effect)  
Circle - 1st surface White trans. vinyl  
Club - black trans vinyl 1st surface,  
w/ show-thru white vinyl "C"  
"A" & "E" - 1st surface Black trans. vinyl

64 sq. ft.

Elevation of Wall Sign

Scale: 1/2" = 1'0"

(1) Required

NOTE: REMOTE POWER SOURCE TO  
BE MOUNTED BEHIND WALL  
FOR ACCESS.

End View



Nighttime  
Concept

Note: This design pending engineering.



DESIGN #: 1400897 R5

DATE: 02.12.15

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (4.13.15) MD

R2-1 (06.02.15) GR

R4-1 (07.15.15) SS

R5 (08.13.15) GR

120 Volt  
277 Volt

SHEET 4

Ace Cafe Orlando

100 W. Livingston Street

Orlando, FL

Andrew Lauchner

As Noted

Adobe Illustrator CS6

DATE

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MRS. OAK HALL  
PO BOX 404  
DON BELL SIGNS  
385-824-0000  
FAX 385-824-7311



8 Tower Entrance Blade Sign

REMOVED AND PUT IN SEPARATE "TO BE DONE LATER" FOLDER - 08.13.15

10 A, B, C Building 1 Westside Logo Wall Signs

REMOVED AND PUT IN SEPARATE "MAGIC CITY CYCLES" FOLDER - 08.13.15

11 Building 1 Upper West Tenant Wall Sign

REMOVED AND PUT IN SEPARATE "DIANESE" FOLDER - 08.13.15

12 Building 1 Upper West Tenant Wall Sign

REMOVED AND PUT IN SEPARATE "MAGIC CITY CYCLES" FOLDER - 08.13.15



DESIGN #: 1400897 R5

DATE: 02.12.15

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (4.13.15) MD

R2-1 (06.02.15) GR

R4-1 (07.15.15) SS

R5 (08.13.15) GR



SHEET 5

Ace Cafe Orlando

100 W. Livingston Street

Orlando FL

Andrew Lauchner

As Noted

Adobe Illustrator CS6

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365 OAK PLACE  
ORLANDO, FL 32817  
TEL: 346-709-0000  
FAX: 346-709-0231

Note: This design pending engineering.

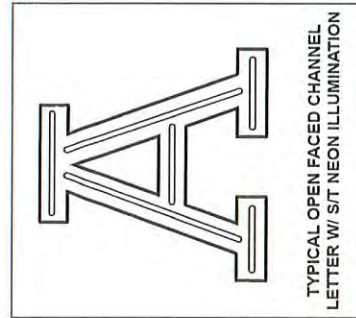
**Scope of Work**

Fabricate & install:  
(1) internally-illuminated wall sign, as shown.

**Note(s):**

All hardware to be non-corrosive.  
**PRIMARY ELECTRIC BY OTHERS.**

**Note: Field survey required to determine attachment method.**



SIGN TO BE MARKED PER NEC 600.4 (A)  
ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) 600.4 (A)  
TO BE WITHIN VIEW OF SIGN PER NEC 600.6  
(ACTUAL LOCATION MAY VARY)  
SWITCH AMPERE RATING SHALL BE NOT LESS THAN THE NAMEPLATE RATING AS POWER SUPPLIES OR BALLASTS  
PER NEC 404.14 & 600.4 (B)  
(1) ONE, 120V-20amp CIRCUIT(S) REQUIRED OR (15.0 )  
PRIMARY ELECTRIC BY OTHERS



DESIGN #: **1400897 R5**  
DATE: 02.12.15

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (4.13.15) MD  
R2-1 (06.02.15) GR

R4-1 (07.15.15) SS

R5 (08.13.15) GR

120 Volt ☐ 277 Volt ☐  
EQUIP US

**SHEET 6**  
Ace Cafe Orlando

100 W. Livingston Street  
Orlando, FL  
Andrew Lauchner  
As Noted

Adobe Illustrator CS6

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365 OAK PLACE  
SUITE 200  
ORLANDO, FL 32817  
PH: 316-500-9331

Note: This design pending engineering.



365 OAK PLACE  
PORT ORANGE, FL 32127  
386-758-8084  
800-824-0080  
FAX 386-767-2331

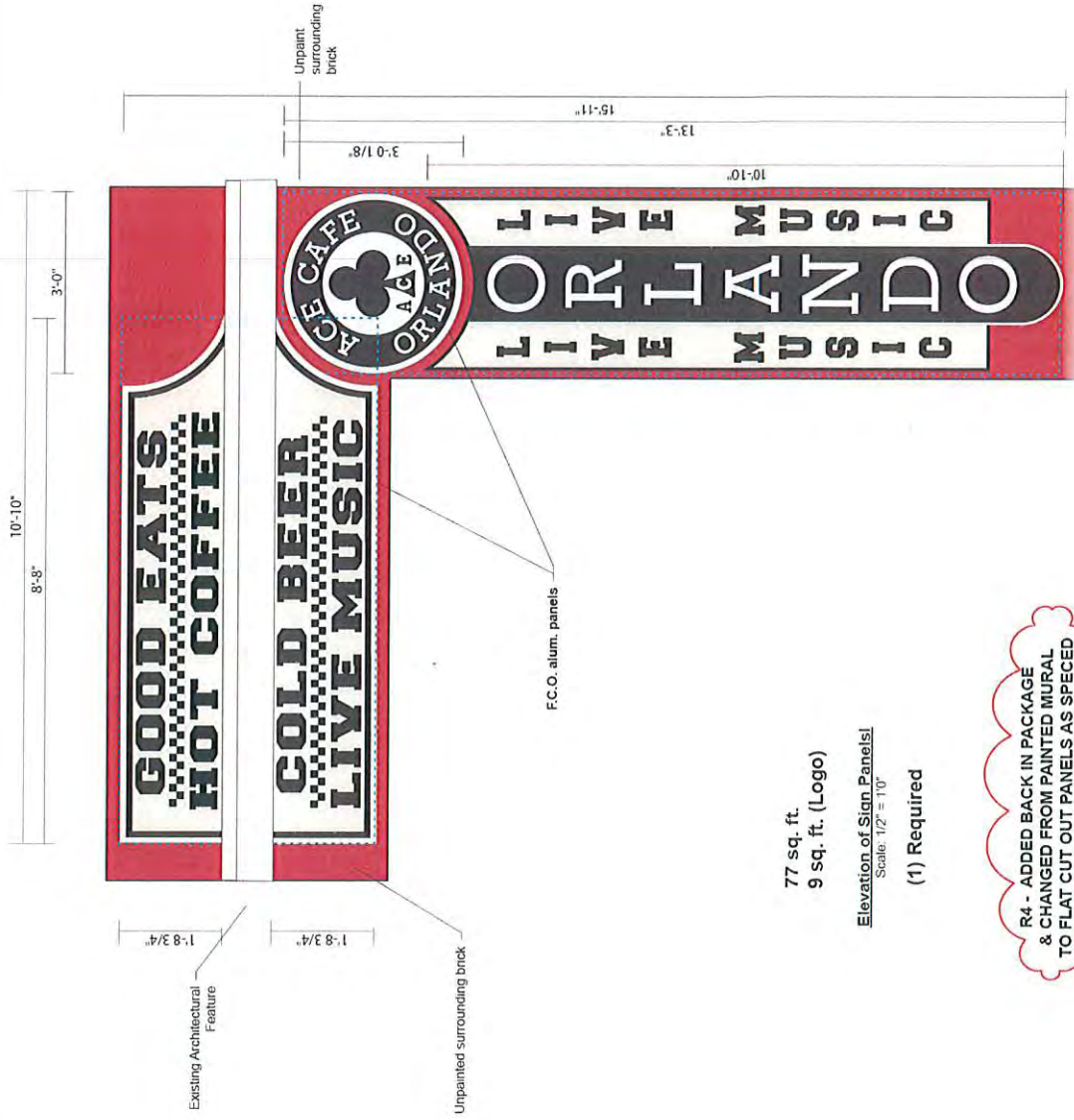
# **16 Building 1 RR & Livingston Mural**

## **Scope of Work**

Fabricate & install:  
 (1) set of flat cut out 1/4" aluminum panels  
 painted beige w/ black vinyl decoration.  
 To be stud mounted to brick wall.

## **Option:**

Logo & vertical panel only  
 40 sq ft.



77 sq. ft.  
 9 sq. ft. (Logo)

**Elevation of Sign Panel[s]**

Scale: 1/2" = 1'0"

**(1) Required**

**R4 - ADDED BACK IN PACKAGE  
 & CHANGED FROM PAINTED MURAL  
 TO FLAT CUT OUT PANELS AS SPECED**

Note: This design pending engineering.



DESIGN #: 1400897 R5

DATE: 02.12.15

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (4.13.15) MD

R2-1 (06.02.15) GR

R4-1 (07.15.15) SS

R5 (08.13.15) GR

ACCOUNT #115459  
 120 Volt  
 277 Volt

**SHEET 8**

Ace Cafe Orlando

100 W. Livingston Street

Orlando FL

Andrew Lauchner

As Noted

Adobe Illustrator CS6

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365 OAK PLACE  
 SUITE 200  
 PALM BEACH, FL 33480  
 PHONE: 561-833-9331



**17 Livingston & Garland Tenant Sign**

**Scope of Work**

Fabricate & install:  
(1) S/I/F internally-illuminated tenant sign as shown.

**Note(s):**

All hardware to be non-corrosive.  
**PRIMARY ELECTRIC BY OTHERS.**



DESIGN #: 1400897 R5

DATE: 02.12.15

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (4.13.15) MD

R2-1 (06.02.15) GR

R4-1 (07.15.15) SS

R5 (08.13.15) GR

120 Volt  
277 Volt

**SHEET 9**

Ace Cafe Orlando

100 W. Livingston Street

Orlando, FL

Andrew Lauchner

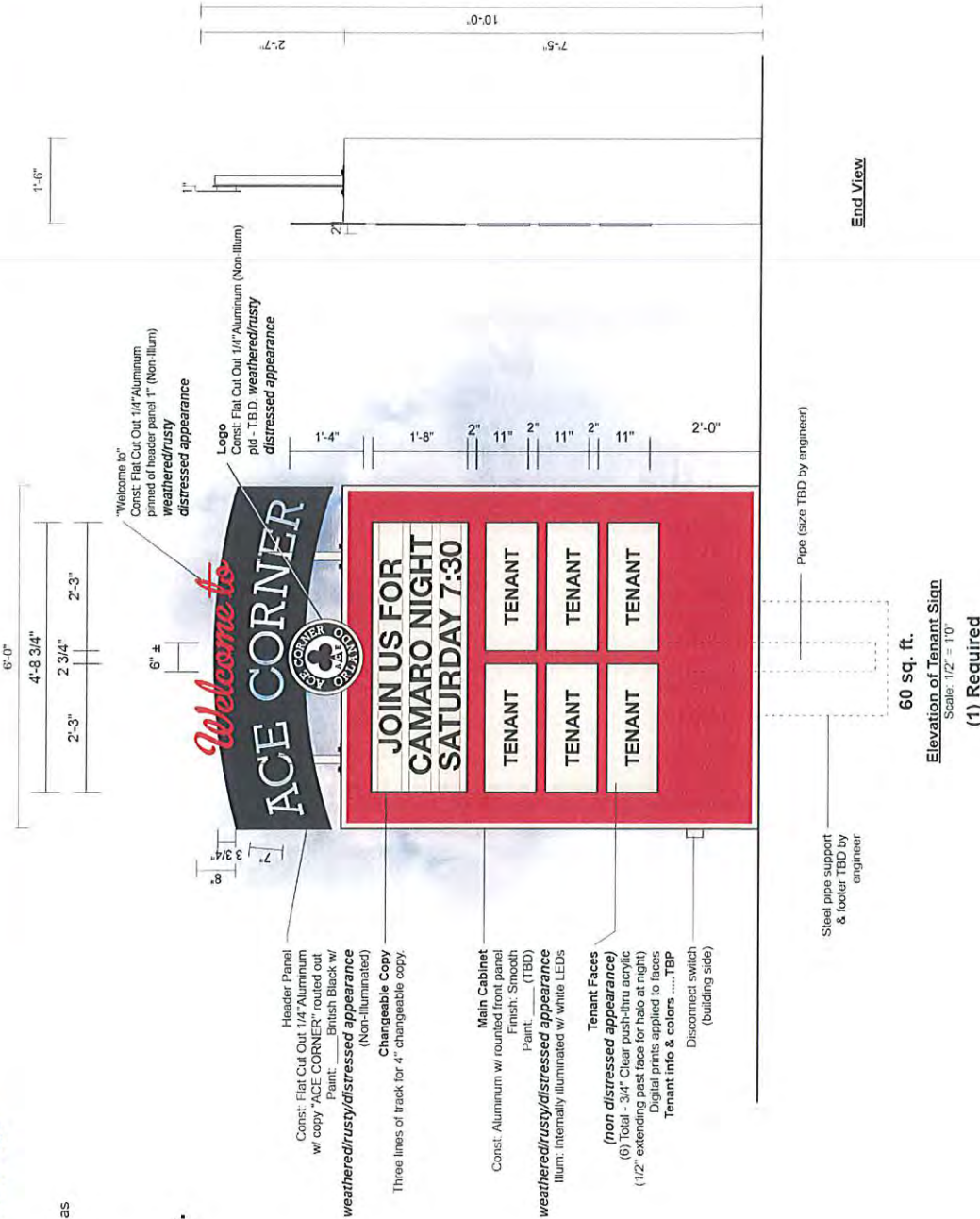
As Noted

Adobe Illustrator CS6

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DON BELL SIGNS LLC and shall not be reproduced or copied in whole or in part without the written permission of the above named owner.



805 OAK PLACE  
SUITE 200  
ORLANDO, FL 32804  
TEL: 386-751-9040  
FAX: 386-751-9331



Approved sample of  
Weathered/Distressed  
Appearance

Note: This design pending engineering.

19 A, B, C Building 1 Livingston Window Signs

REMOVED AND PUT IN SEPARATE "MAGIC CITY CYCLES" FOLDER - 08.13.15



DESIGN #: 1400897 R5

DATE: 02.12.15

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (4.13.15) MD

R2-1 (06.02.15) GR

R4-1 (07.15.15) SS

R5 (08.13.15) GR

ACCOUNT #115559  
120 Volt  
277 Volt

SHEET 10

Ace Cafe Orlando

100 W. Livingston Street

Orlando, FL

Andrew Lauchner

As Noted

Adobe Illustrator CS6

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365 OAK PLACE  
ORLANDO, FL 32177  
386-288-5004  
FAX 386-287-9331

Note: This design pending engineering.

**21 A thru G Building 1 West Elevation Awnings**

**Scope of Work**

Fabricate & install:  
(7) total fabric awnings w/ graphics, as shown.

**Note(s):**

All hardware to be non-corrosive.

**PRIMARY ELECTRIC BY OTHERS.**

**GRAPHICS ON AWNINGS TO BE DETERMINED**

A, B, E



**Elevation of Awning**  
Scale: 1/2" = 1'0"

**(3) Required**

C, D, G



**Elevation of Awning**  
Scale: 1/2" = 1'0"

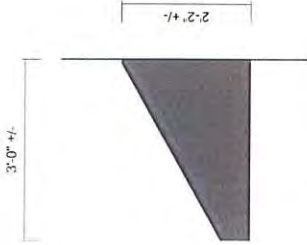
**(3) Required**

F



**Elevation of Awning**  
Scale: 1/2" = 1'0"

**(1) Required**



**End View**



DESIGN #: 1400897 R5

DATE: 02.12.15

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (4.13.15) MD

R2-1 (06.02.15) GR

R4-1 (07.15.15) SS

R5 (08.13.15) GR



☐ 120 Volt

☐ 277 Volt

**SHEET 11**

Ace Cafe Orlando

100 W. Livingston Street

Orlando, FL

Andrew Lauchner

As Noted

Adobe Illustrator CS6

CUSTOMER APPROVAL

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DON BELL SIGNS  
PORT ORANGE, FL 32127  
386-444-0040  
FAX 386-707-7331

Note: This design pending engineering.



22 Building 2 Architectural Lighting

REMOVED AND PUT IN SEPARATE "TO BE DONE LATER" FOLDER - 08.13.15

23 Building 1 Wall Sign

REMOVED AND PUT IN SEPARATE "TO BE DONE LATER" FOLDER - 08.13.15

24 A-C Tower Observation Deck Door Graphics

REMOVED AND PUT IN SEPARATE "TO BE DONE LATER" FOLDER - 08.13.15



DESIGN #: 1400897 R5  
DATE: 02.12.15  
DRAWN BY: M. De Bolt

Revisions / Date / Initials
R1 (4.13.15) MD
R2-1 (06.02.15) GR
R4-1 (07.15.15) SS
R5 (08.13.15) GR



SHEET 12

Ace Cafe Orlando

100 W. Livingston Street  
Orlando, FL  
Andrew Lauchner  
As Noted

Adobe Illustrator CS6

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1555 OAK BLVD  
FORT LAUDERDALE, FL 33327  
800-824-0380  
FAX 352-657-7311

Note: This design pending engineering.

~~25 Building 4 Wall Mural~~  
**DELETED**



DESIGN #: 1400897 R5

DATE: 02.12.15

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (4.13.15) MD

R2-1 (06.02.15) GR

R4-1 (07.15.15) SS

R5 (08.13.15) GR

120 Volt ☐ 277 Volt ☐

**SHEET 13**

Ace Cafe Orlando

100 W. Livingston Street

Orlando FL

Author: Andrew Lauchner

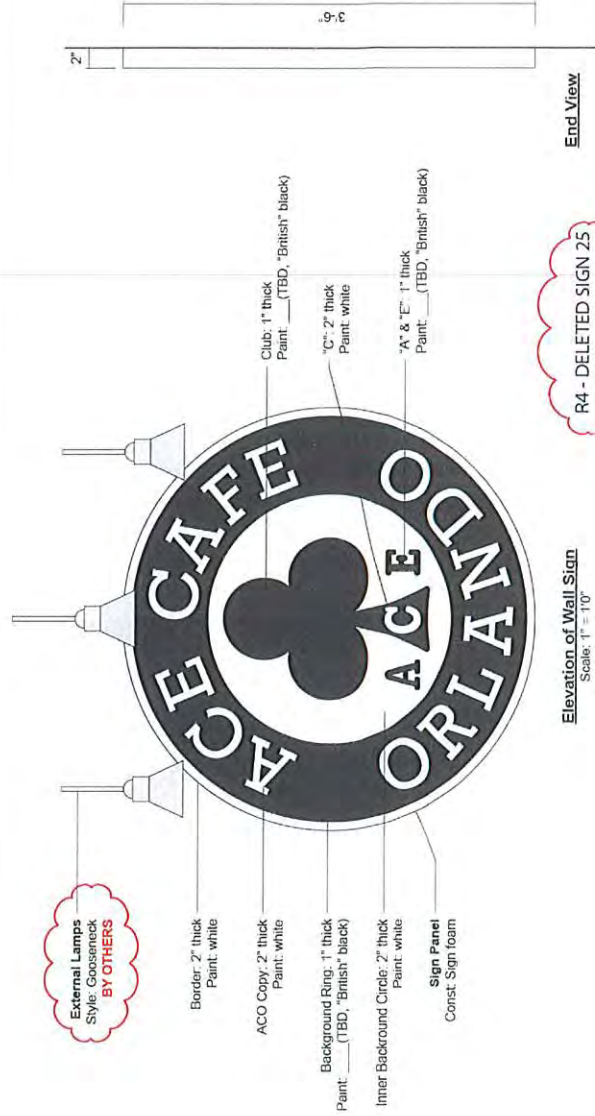
As Noted

Adobe Illustrator CS6

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365 OAK PLACE  
SHELBYVILLE, KY 40381  
TEL: 502-222-1234  
FAX: 502-222-1231



Elevation of Wall Sign  
Scale: 1" = 1'0"

(2) Required

12.25 sq. ft. (x2 = 24.5)

End View

Note: This design pending engineering.

## 25 A & B Building 1 Wall Sign

### Scope of Work

Fabricate & install:  
(2) externally-illuminated wall sign, as shown. Installation of signs in (2) different locations. See Sheet "1"

Note(s):

All hardware to be non-corrosive.

**PRIMARY ELECTRIC BY OTHERS.**

Note: Sign to have weathered/distressed appearance.



**28 A - H Directionals**

**Scope of Work**

Fabricate & install:  
(8) non-illuminated directional signs, as shown.

**Note(s):**

All hardware to be non-corrosive.  
**PRIMARY ELECTRIC BY OTHERS.**



DESIGN #: 1400897 R5

DATE: 02.12.15

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (4.13.15) MD

R2-1 (06.02.15) GR

R4-1 (07.15.15) SS

R5 (08.13.15) GR

120 Volt  
120 Volt

**SHEET 14**

Ace Cafe Orlando

100 W. Livingston Street

Orlando

FL

As Noted

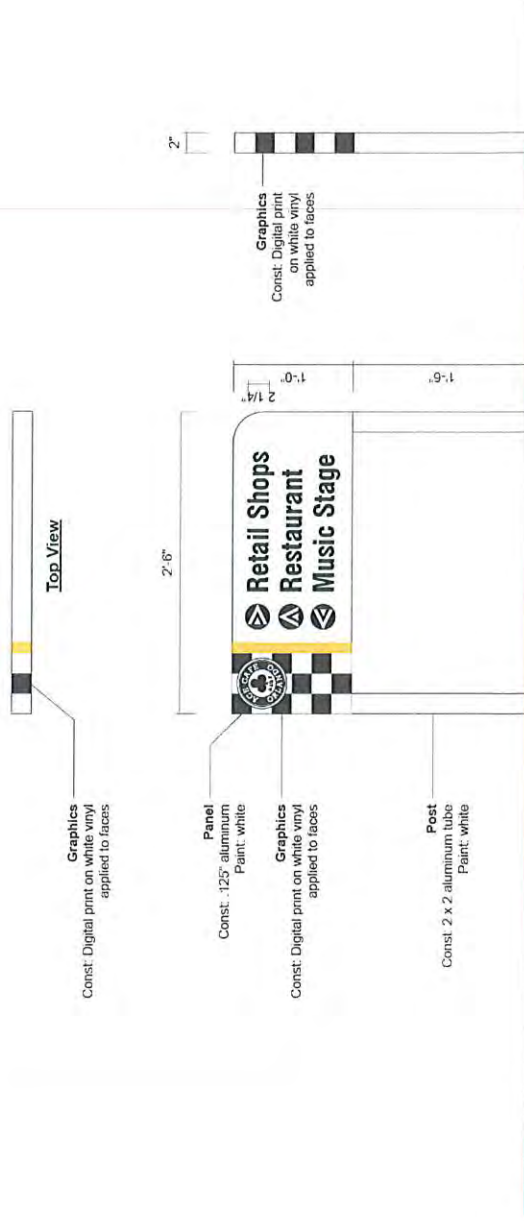
Adobe Illustrator CS6

DATE: 02.12.15

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345 OAK PLACE  
SUITE 200  
ORLANDO, FL 32804  
TEL: 386-785-5004  
FAX: 386-787-7931



**Elevation of Directional**

Scale: 1" = 10'

**(8) Required**

3 sq. ft. each  
(24 sq. ft. total)

**End View**

Note: This design pending engineering.



DESIGN #: 1400897 R5

DATE: 02.12.15

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (4.13.15) MD

R2-1 (06.02.15) GR

R4-1 (07.15.15) SS

R5 (08.13.15) GR

120 Volt ☐ 277 Volt ☐

US

**SHEET 15**

Ace Cafe Orlando

100 W. Livingston Street

Orlando, FL

Andrew Lauchner

As Noted

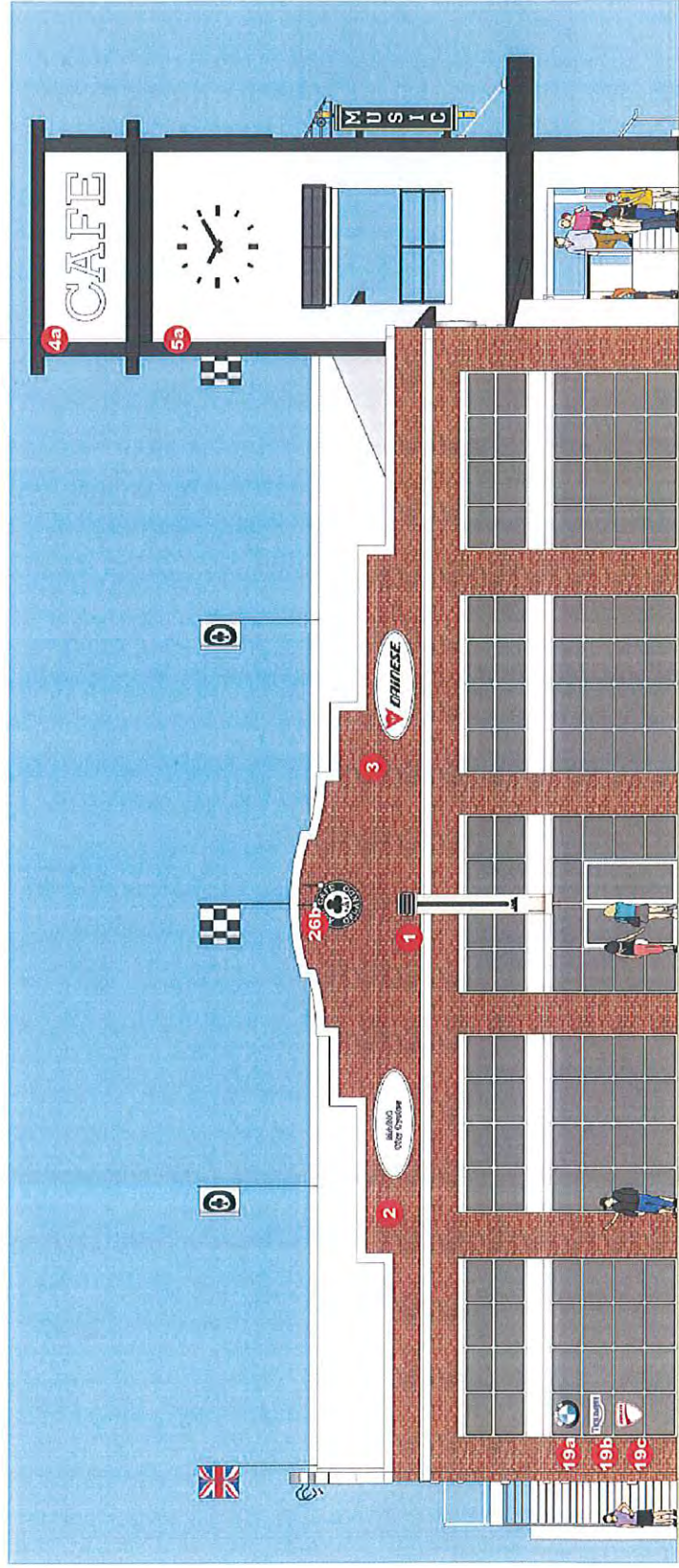
Adobe Illustrator CS6

DATE

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355 OAK PLACE  
SUITE 200  
ORLANDO, FL 32811  
PH: 407-922-7331  
FAX: 407-922-7331



**North Elevation** (Building 1 & Tower)

Note: This design pending engineering.





DESIGN #: 1400897 R5

DATE: 02.12.15

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (4.13.15) MD

R2-1 (06.02.15) GR

R4-1 (07.15.15) SS

R5 (08.13.15) GR

120 Volt ☐ 277 Volt ☐

ACCOUNT #115559

**SHEET 16**

Ace Cafe Orlando

100 W. Livingston Street

Orlando, FL

Andrew Lauchner

As Noted

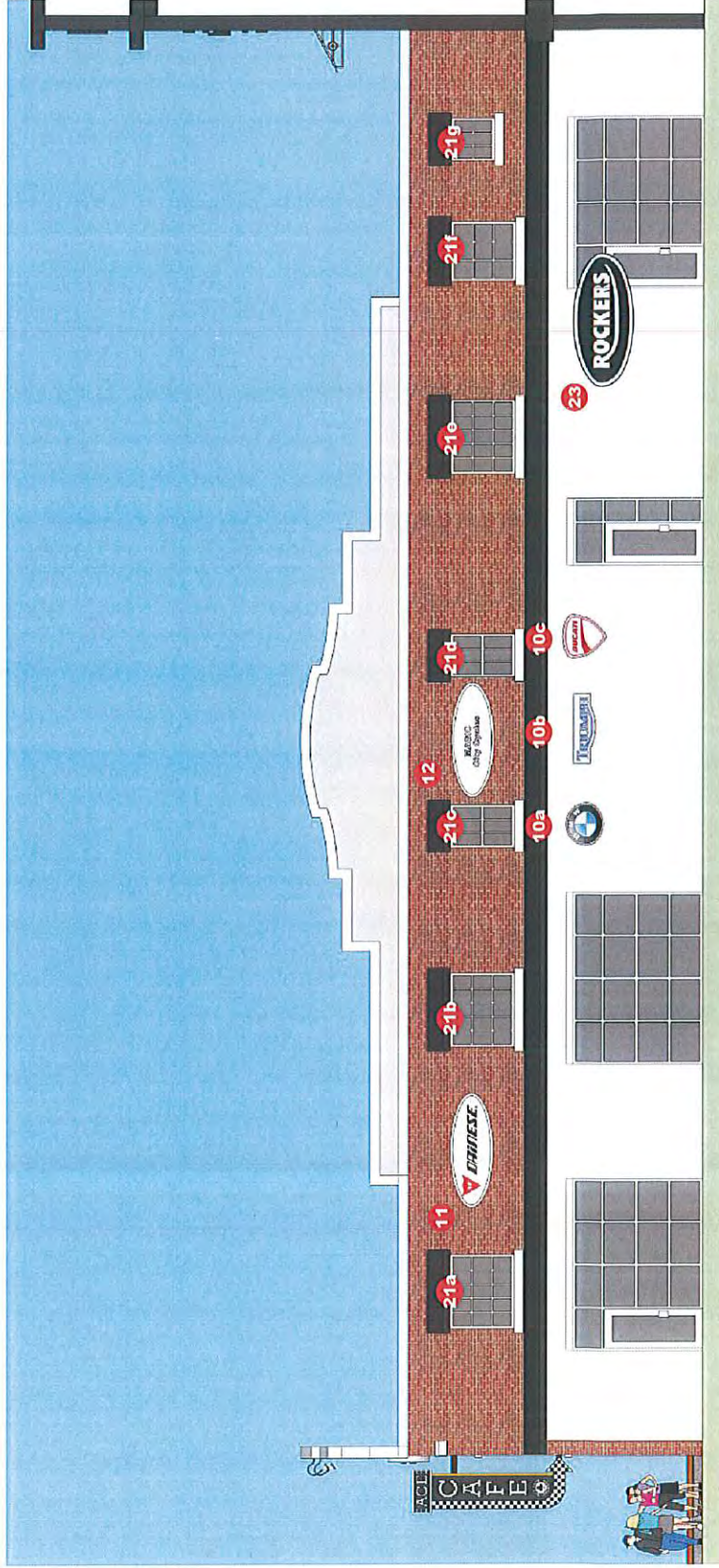
Adobe Illustrator CS6

DATE: 02.12.15

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365 OAK PLACE  
ORLANDO, FL 32817  
386-288-5084  
FAX 386-287-9331



**West Elevation (Building 1)**

Note: This design pending engineering.





DESIGN #: 1400897 R5

DATE: 02.12.15

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (4.13.15) MD

R2-1 (06.02.15) GR

R4-1 (07.15.15) SS

R5 (08.13.15) GR

ACCOUNT: 6115459  
120 Volt  
277 Volt

SHEET 17

Ace Cafe Orlando

100 W. Livingston Street

Orlando, FL

Andrew Lauchner

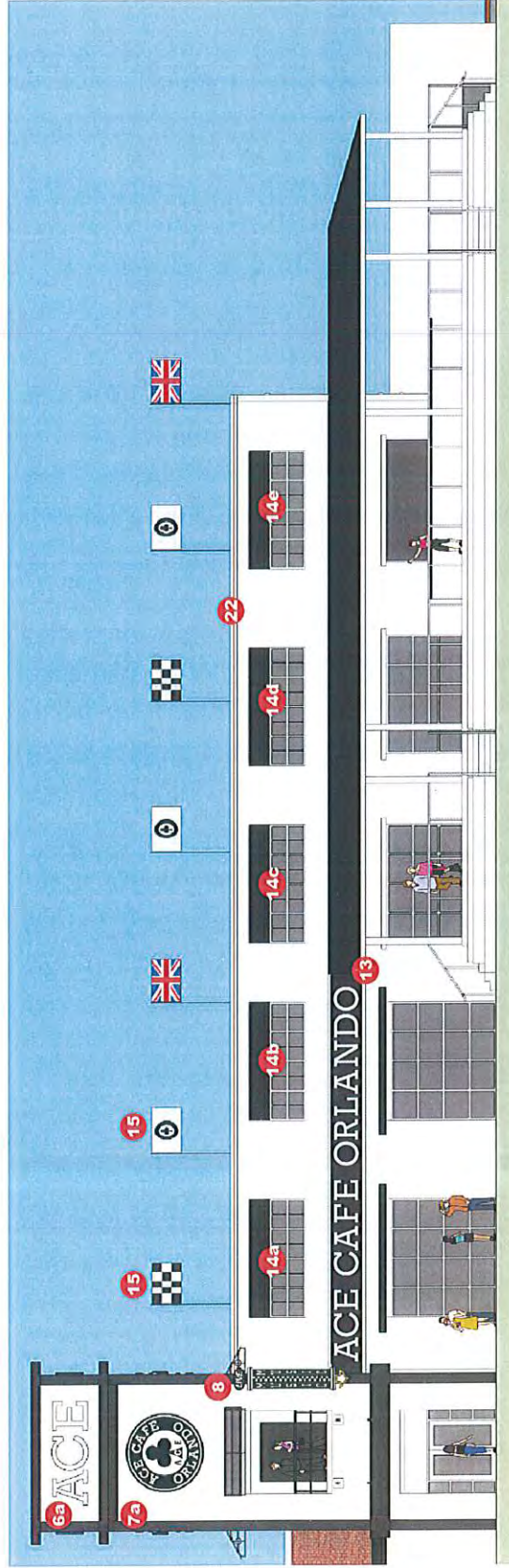
As Noted

Adobe Illustrator CS6

1/4"

CUSTOMER APPROVAL

## West Elevation (Tower & Building 2)



Note: This design pending engineering.



385 GOLF AVE  
SUITE 100  
ORLANDO, FL 32837  
386-798-8084  
FAX: 386-767-7331



DESIGN #: 1400897 R5

DATE: 02.12.15

DRAWN BY: M. De Bolt

Revisions Date / Initials

R1 (4.13.15) MD

R2-1 (06.02.15) GR

R4-1 (07.15.15) SS

R5 (08.13.15) GR

120 Volt ☐ 277 Volt ☐

US

**SHEET 18**

Ace Cafe Orlando

100 W. Livingston Street

Orlando, FL

Architect: Andrew Lauchner

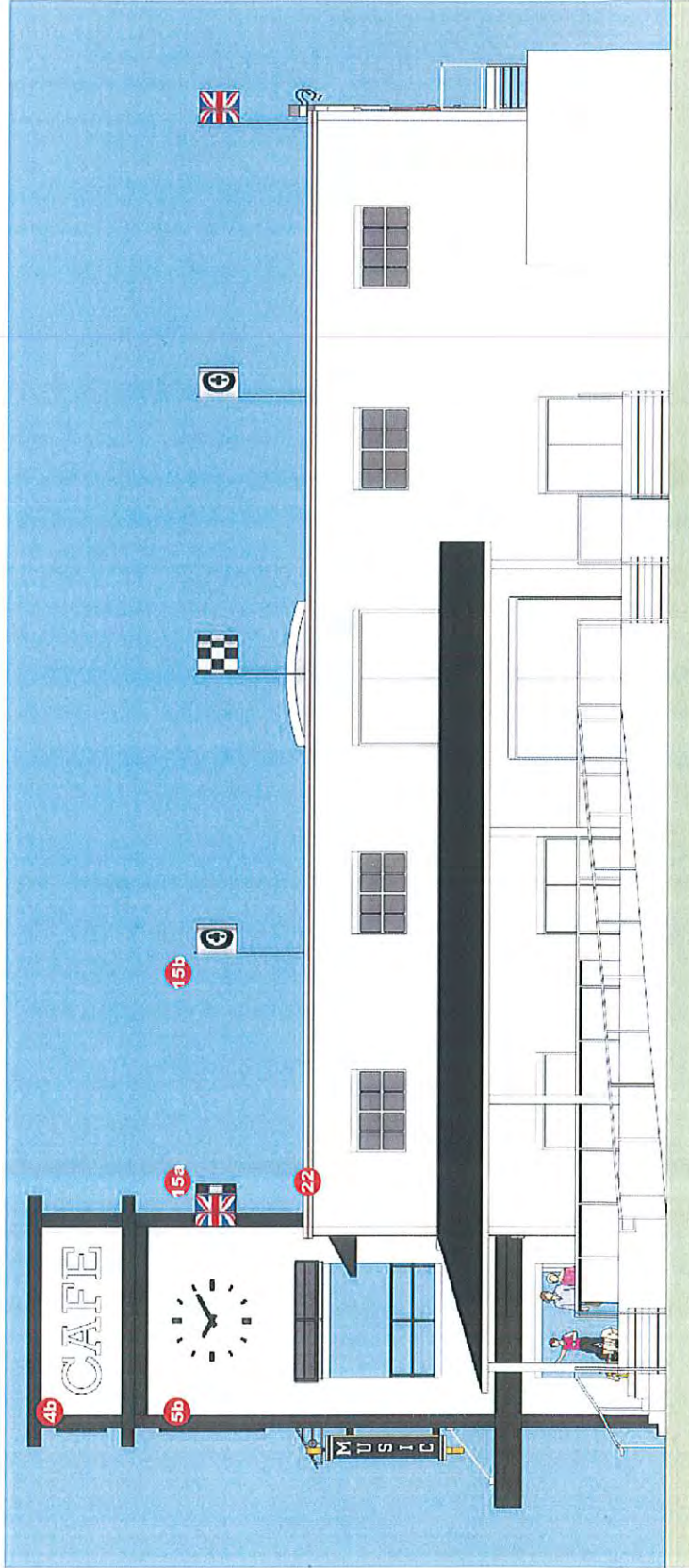
As Noted

Adobe Illustrator CS6

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345 OAK PLACE  
SUITE 204  
ORLANDO, FL 32804  
PH: 316-392-2331



**South Elevation** (Tower & Building 2)

Note: This design pending engineering.





DESIGN #: 1400897 R5

DATE: 02.12.15

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (4.13.15) MD

R2-1 (06.02.15) GR

R4-1 (07.15.15) SS

R5 (08.13.15) GR

120 Volt ☐ 277 Volt ☐

ACE CAFE

SHEET 19

Ace Cafe Orlando

100 W. Livingston Street

Orlando FL

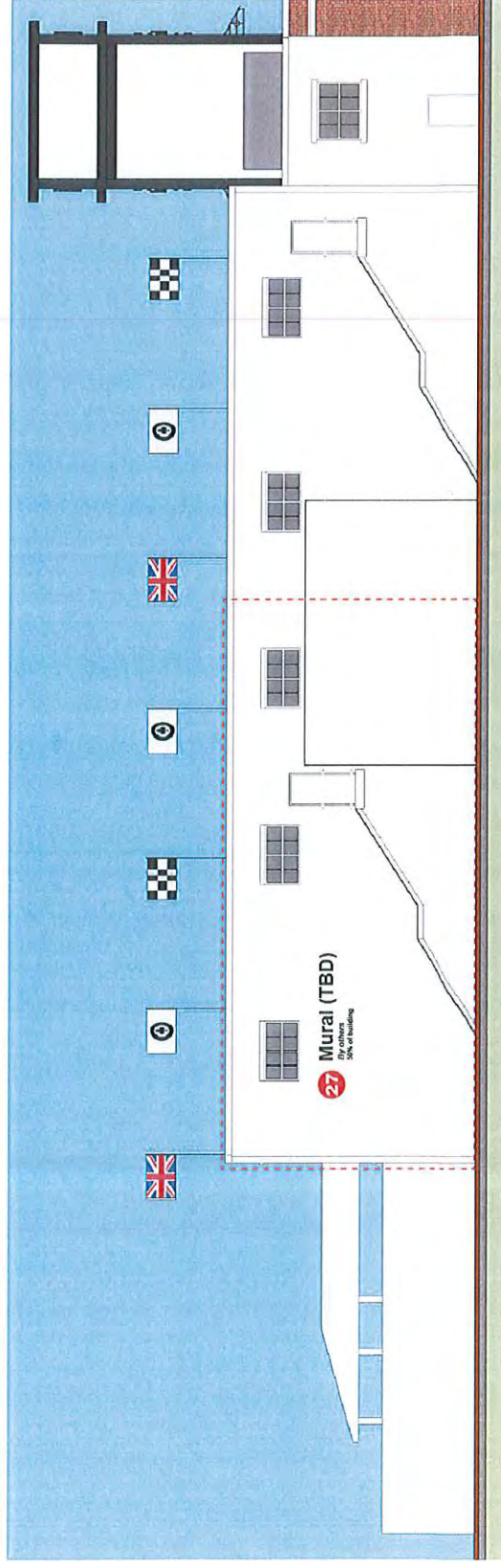
Andrew Lauchner

As Noted

Adobe Illustrator CS6

DATE: 02.12.15

## East Elevation (Building 2 & Tower)



Note: This design pending engineering.



355 OAK PLACE  
ORLANDO, FL 32817  
386-285-8000  
FAX 386-287-7331





DESIGN #: 1400897 R5

DATE: 02.12.15

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (4.13.15) MD

R2-1 (06.02.15) GR

R4-1 (07.15.15) SS

R5 (08.13.15) GR

120 Volt ☐ 277 Volt ☐



**SHEET 20**

Ace Cafe Orlando

100 W. Livingston Street

Orlando, FL

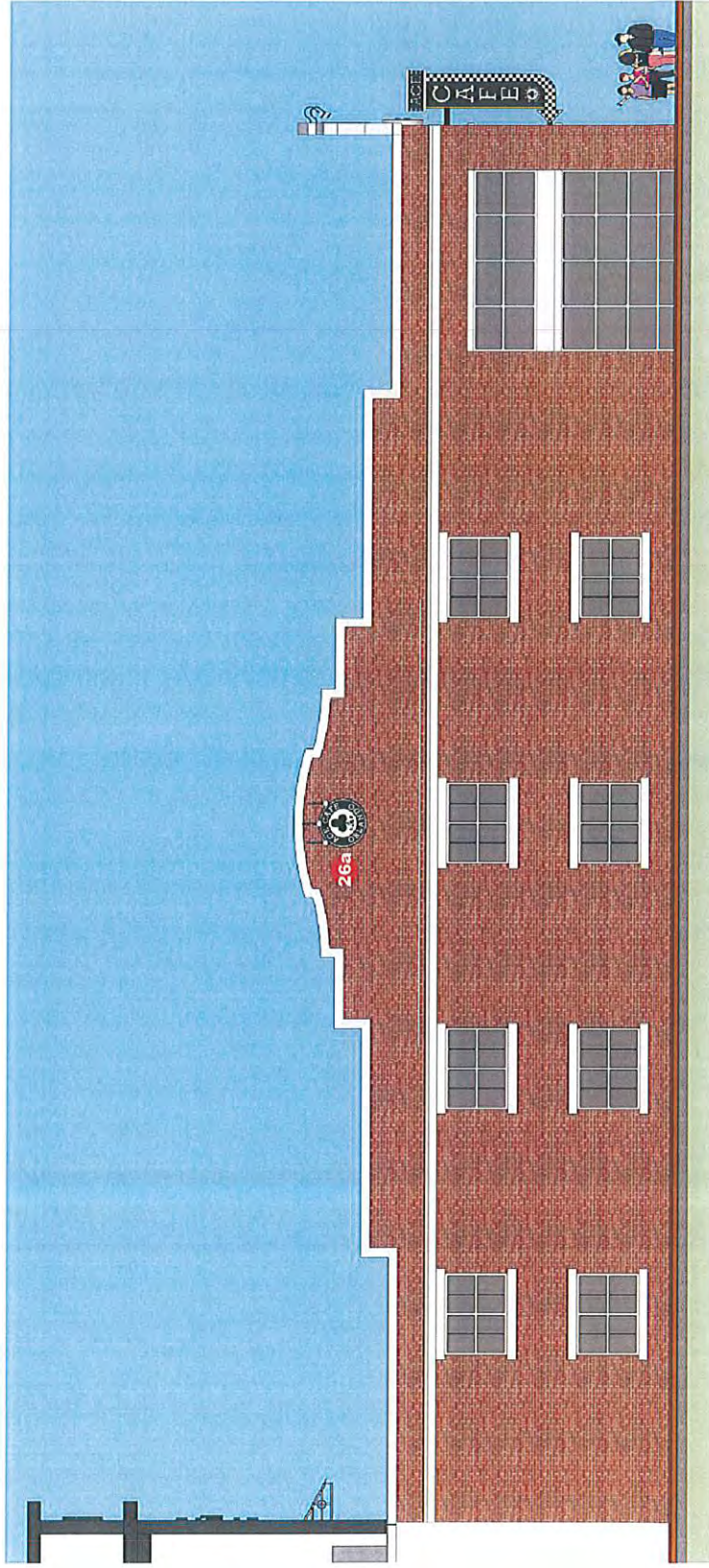
Andrew Lauchner

As Noted

Adobe Illustrator CS6

DATE: 02.12.15

## East Elevation (Building 1)



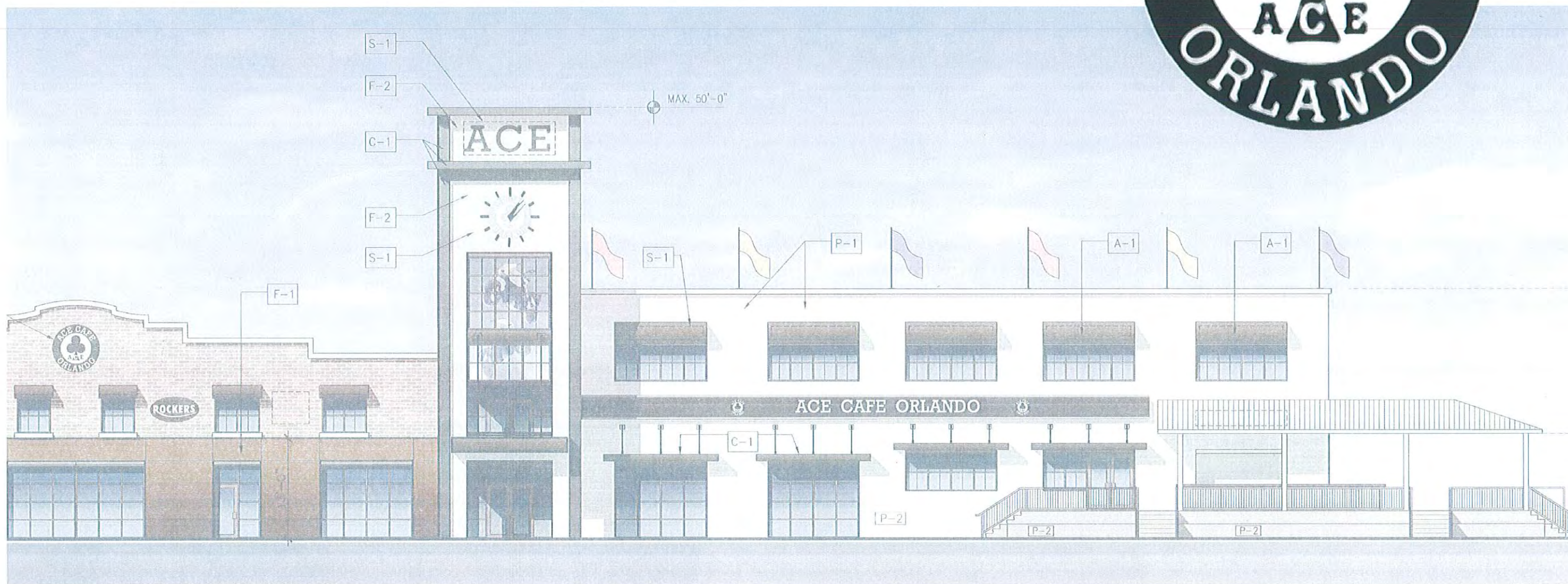
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365 OAK BLVD  
FORT ORLANDO, FL 32127  
800-944-0300  
FAX 386-767-7331

Note: This design pending engineering.





PAGE 1

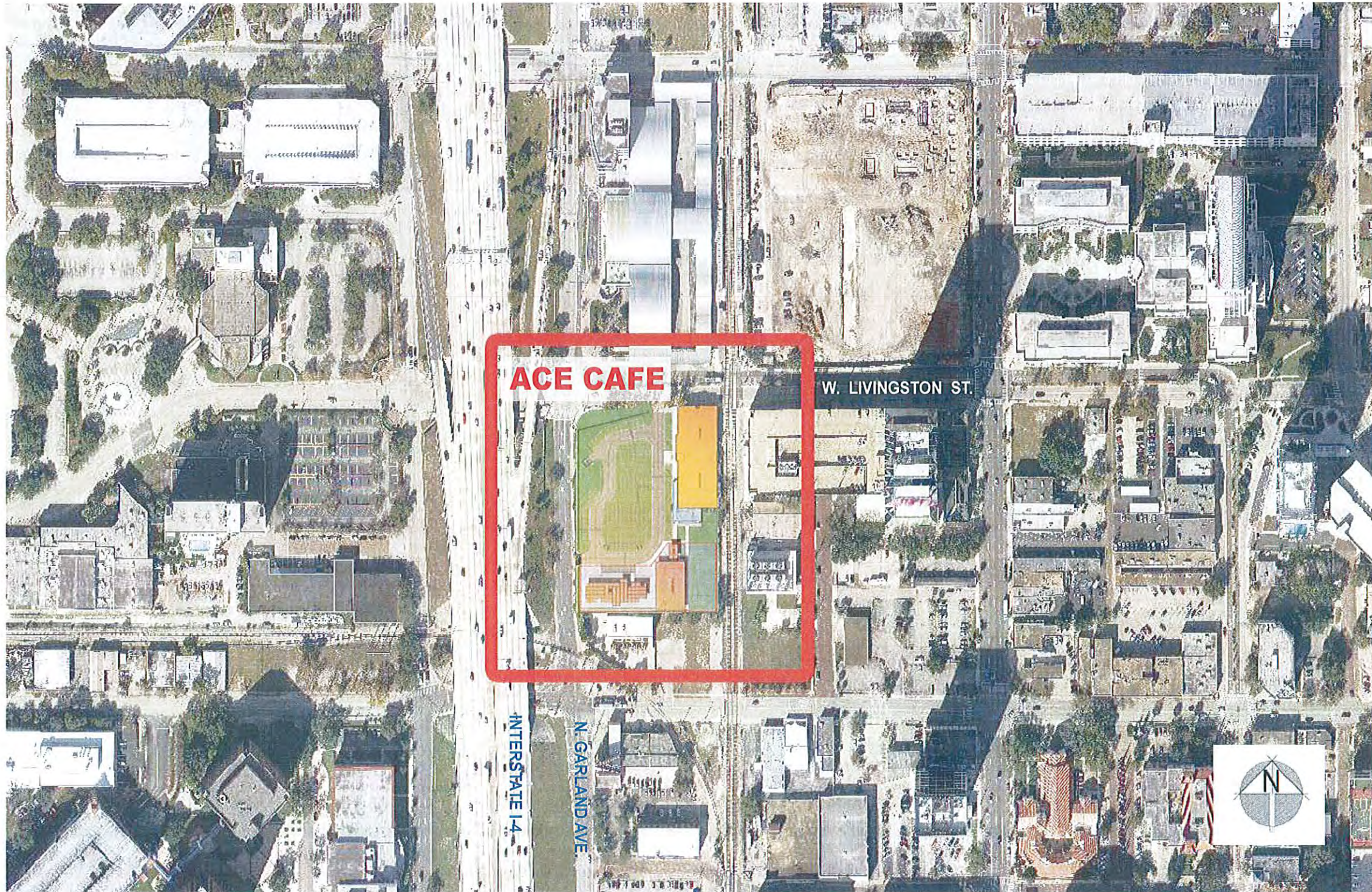


# ACE CAFE RENOVATION 100 WEST LIVINGSTON ST., ORLANDO FL



December 2, 2014





PAGE 2

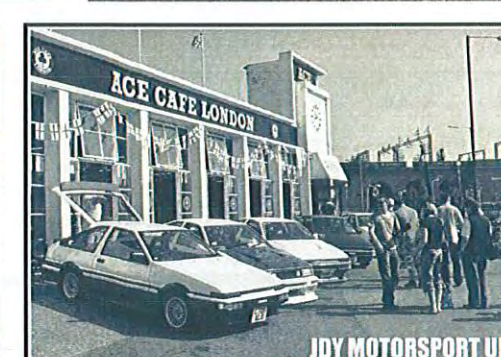
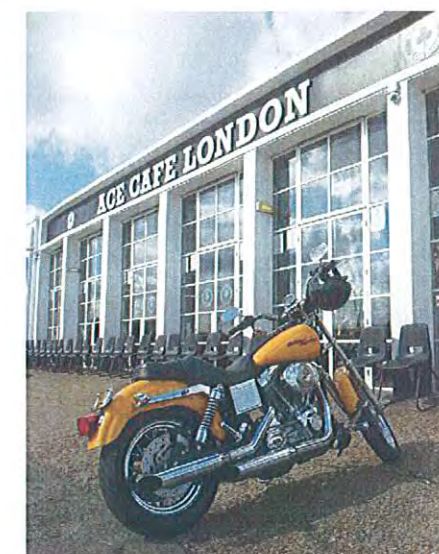
## VICINITY MAP

ACE CAFE RENOVATION  
100 WEST LIVINGSTON ST., ORLANDO FL



December 2, 2014





PAGE 3

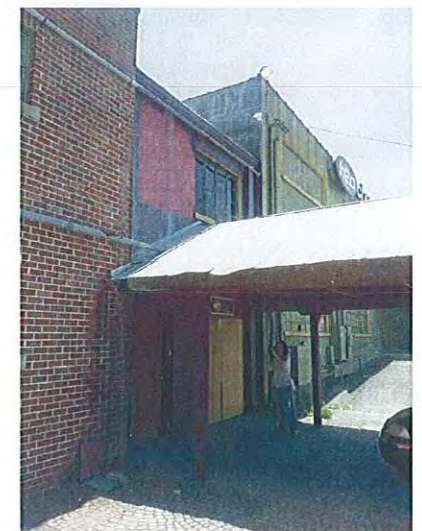
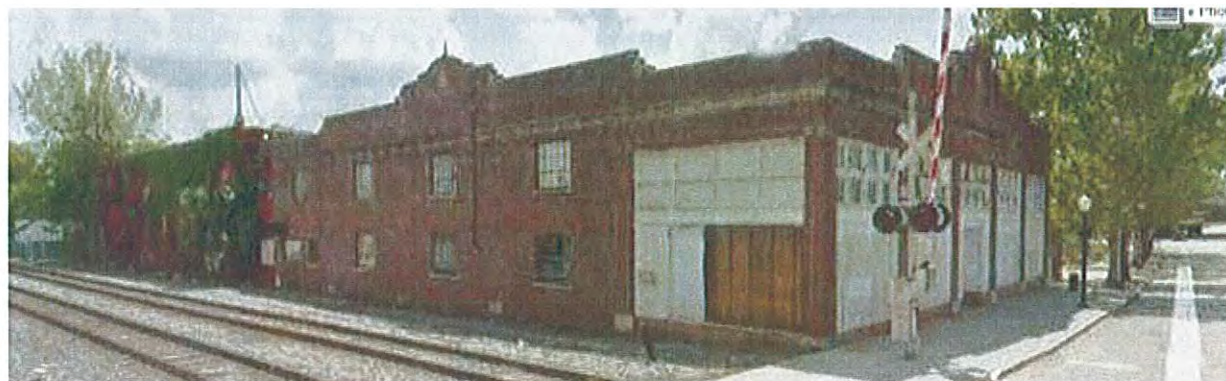
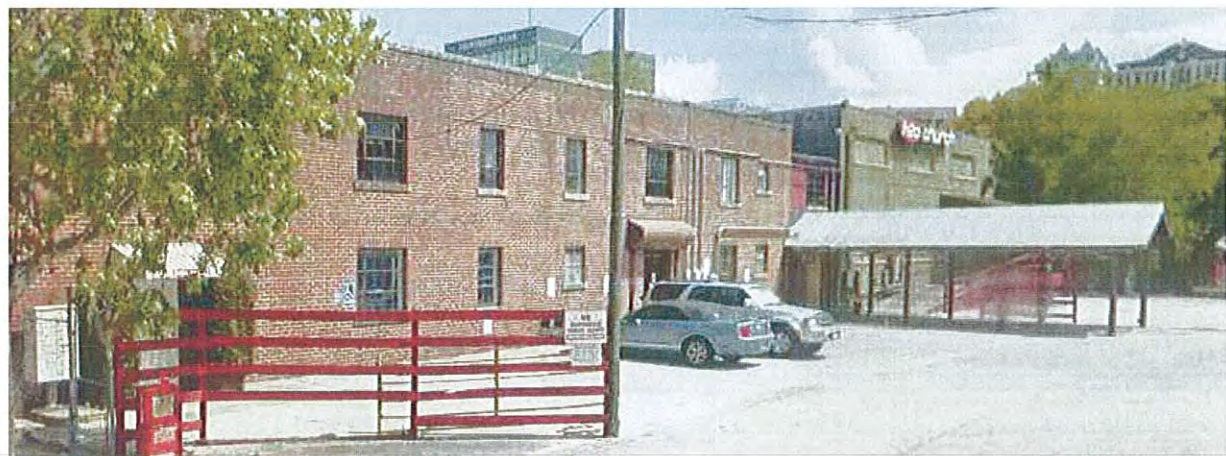


ACE CAFE RENOVATION  
100 WEST LIVINGSTON ST., ORLANDO FL



December 2, 2014





PAGE 4

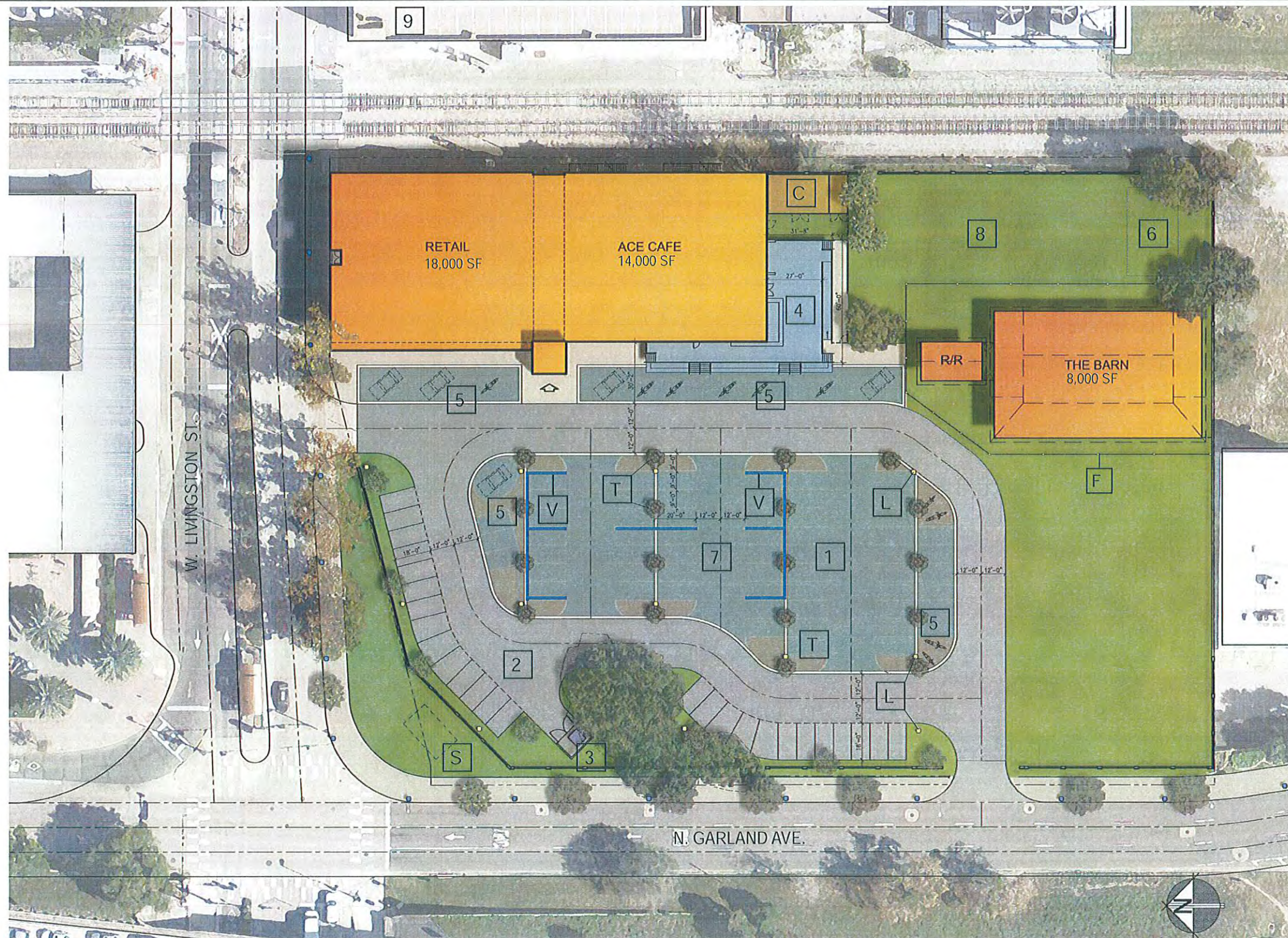
## EXISTING BUILDINGS

ACE CAFE RENOVATION  
100 WEST LIVINGSTON ST., ORLANDO FL



December 2, 2014





# LEGEND

- 1 STAMPED ASPHALT; CUSTOM STAMP PATTERN AND COLOR (REFER TO STAMPED ASPHALT DETAIL)
- 2 DRIVEWAY (ASPHALT)
- 3 DUMPSTER
- 4 DECK BAR
- 5 VEHICLE EXHIBIT AREA
- 6 REMOVABLE STAGE
- 7 DISPLAY/EXHIBIT PARKING AREA
- 8 COURT YARD EVENT AREA
- 9 PUBLIC PARKING GARAGE
- C WALK IN COOLER AND TRASH COMPACTOR
- F TEMPORARY WOOD FENCE (MIN. H=6') AROUND EXISTING BUILDINGS
- S FUTURE SCULPTURAL ART AREA
- T MOVABLE POTTED TREES
- V MOVABLE STANCHIONS & VELVET ROPE (INSTALLED IN LOCATIONS AS PER EVENT REQUIREMENT)
- L STREET LIGHTS / PERIOD-STYLE PEDESTRIAN LIGHT FIXTURES: DOUBLE GLOBE "ACORN STYLE" LIGHT FIXTURE, PAINTED BLACK (REFER TO DETAILS)

PAGE 5

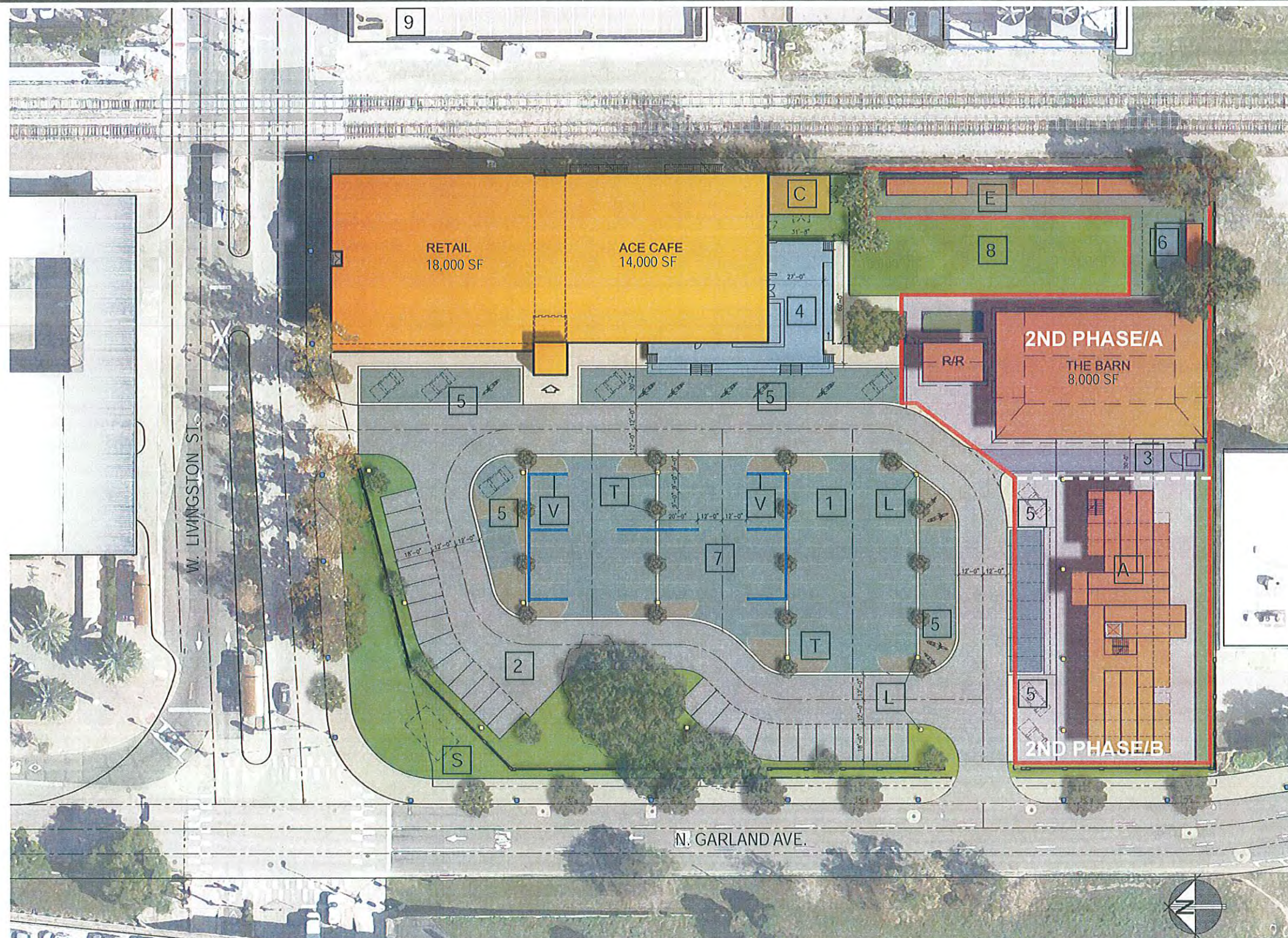
## SITE PLAN - PHASE ONE

ACE CAFE RENOVATION  
100 WEST LIVINGSTON ST., ORLANDO FL



December 2, 2014





# LEGEND

- [1] STAMPED ASPHALT
- [2] DRIVEWAY (ASPHALT)
- [3] DUMPSTER
- [4] DECK BAR
- [5] VEHICLE EXHIBIT AREA
- [6] REMOVABLE STAGE
- [7] DISPLAY/EXHIBIT PARKING AREA
- [8] COURT YARD EVENT AREA
- [9] PUBLIC PARKING GARAGE
- [A] 2ND PHASE:  
ACE VILLAGE:  
2 LEVEL STRUCTURE,  
CUSTOMIZED SHIPPING  
CONTAINERS
- [C] WALK IN COOLER AND  
TRASH COMPACTOR
- [E] 2ND PHASE:  
ACE EVENT AREA:  
2 LEVEL STRUCTURE,  
CUSTOMIZED SHIPPING  
CONTAINERS
- [S] FUTURE SCULPTURAL  
ART AREA
- [T] MOVABLE POTTED TREES
- [V] MOVABLE STANCHIONS &  
VELVET ROPE (INSTALLED  
IN LOCATIONS AS PER  
EVENT REQUIREMENT)
- [L] STREET LIGHTS / PERIOD-  
STYLE PEDESTRIAN LIGHT  
FIXTURES; REFER TO  
DETAILS

PAGE 6

## SITE PLAN - FUTURE PHASING

### ACE CAFE RENOVATION 100 WEST LIVINGSTON ST., ORLANDO FL



December 2, 2014



## EXTERIOR FINISH NOTES



DENOTES EXISTING BRICK FINISH TO REMAIN. EXTERIOR BRICK FACE TO BE REPAIRED TO ORIGINAL CONDITION WHERE REQUIRED.

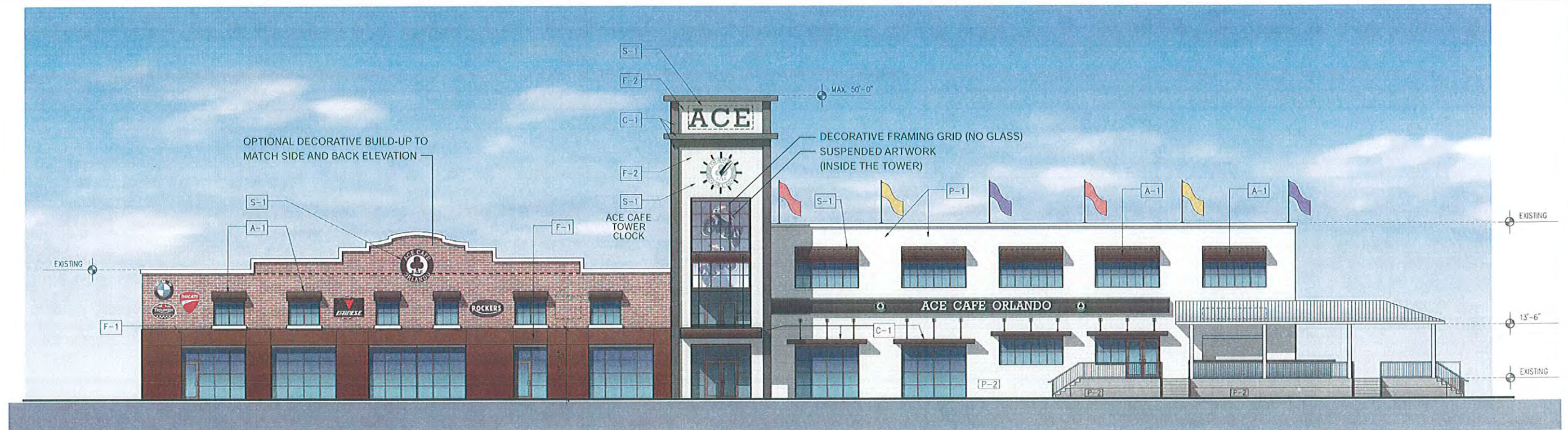


DENOTES STANDING SEAM ROOF - COLOR GRAY

### GENERAL NOTES:

1. ALL BUILDING FINISHES AND PAINTS TO MATCH EXISTING BUILDINGS. FINAL PAINT SCHEDULE AND SCHEME SHALL BE COORDINATED AND APPROVED BY OWNER.
2. ALL BUILDING STRUCTURES AND COMPONENTS INCLUDING (BUT NOT LIMITED TO) DOORS, GLAZING, GLASS DOORS, LOUVERS, VENTS AND EXTERIOR DECORATIVE TRIM COMPONENTS, SHALL BE DESIGNED BY THE MANUFACTURER AND INSTALLED PER THE MANUFACTURERS DESIGN TO MEET THE FBC AND WIND LOAD REQUIREMENTS.

- P-1 EXTERIOR PAINT OVER EXISTING EXTERIOR CMU OR CONCRETE - WHITE
- P-2 EXTERIOR PAINT OVER EXISTING CMU OR CONCRETE - WARM GRAY
- P-3 EXTERIOR PAINT (ACCENT CORNER AND EXPOSED STEEL FRAMING) - BLACK
- F-1 STUCCO FINISH W/OPTIONAL METAL PANELING - DARK BROWN
- F-2 CORRUGATED STEEL PANELING - WHITE FINISH
- A-1 AWNING - BLACK CANVAS OVER METAL FRAMING
- C-1 SUSPENDED ALUMINUM CANOPY (CUSTOM) - FINISH BLACK
- C-2 OPEN METAL FRAME CANOPY (CUSTOM) - FINISH BLACK
- S-1 DENOTES SIGNAGE LOCATION (BY OTHERS)



WEST ELEVATION (Main Entry)

## EXTERIOR ELEVATION

ACE CAFE RENOVATION  
100 WEST LIVINGSTON ST., ORLANDO FL



December 2, 2014



## EXTERIOR FINISH NOTES



DENOTES EXISTING BRICK FINISH TO REMAIN. EXTERIOR BRICK FACE TO BE REPAIRED TO ORIGINAL CONDITION WHERE REQUIRED.



DENOTES STANDING SEAM ROOF - COLOR GRAY

### GENERAL NOTES:

1. ALL BUILDING FINISHES AND PAINTS TO MATCH EXISTING BUILDINGS. FINAL PAINT SCHEDULE AND SCHEME SHALL BE COORDINATED AND APPROVED BY OWNER.
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- P-1 EXTERIOR PAINT OVER EXISTING EXTERIOR CMU OR CONCRETE - WHITE
- P-2 EXTERIOR PAINT OVER EXISTING CMU OR CONCRETE - WARM GRAY
- P-3 EXTERIOR PAINT (ACCENT CORNER AND EXPOSED STEEL FRAMING) - BLACK
- F-1 STUCCO FINISH W/OPTIONAL METAL PANELING - DARK BROWN
- F-2 CORRUGATED STEEL PANELING - WHITE FINISH
- A-1 AWNING - BLACK CANVAS OVER METAL FRAMING
- C-1 SUSPENDED ALUMINUM CANOPY (CUSTOM) - FINISH BLACK
- C-2 OPEN METAL FRAME CANOPY (CUSTOM) - FINISH BLACK
- S-1 DENOTES SIGNAGE LOCATION (BY OTHERS)



NORTH ELEVATION (West Livingston St.)



SOUTH ELEVATION (Deck Side)

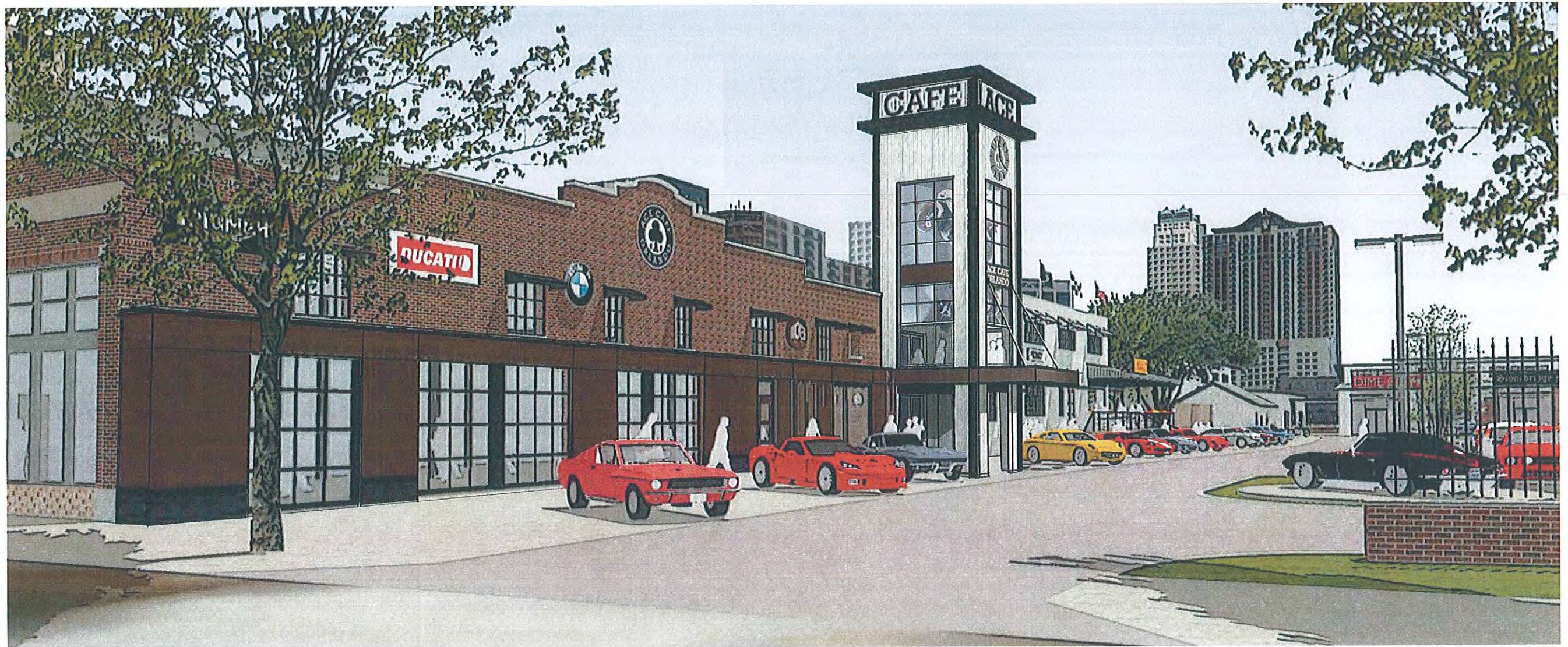
## EXTERIOR ELEVATION

ACE CAFE RENOVATION  
100 WEST LIVINGSTON ST., ORLANDO FL



December 2, 2014





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## CONCEPT RENDERINGS

ACE CAFE RENOVATION  
100 WEST LIVINGSTON ST., ORLANDO FL



December 2, 2014





PAGE 1

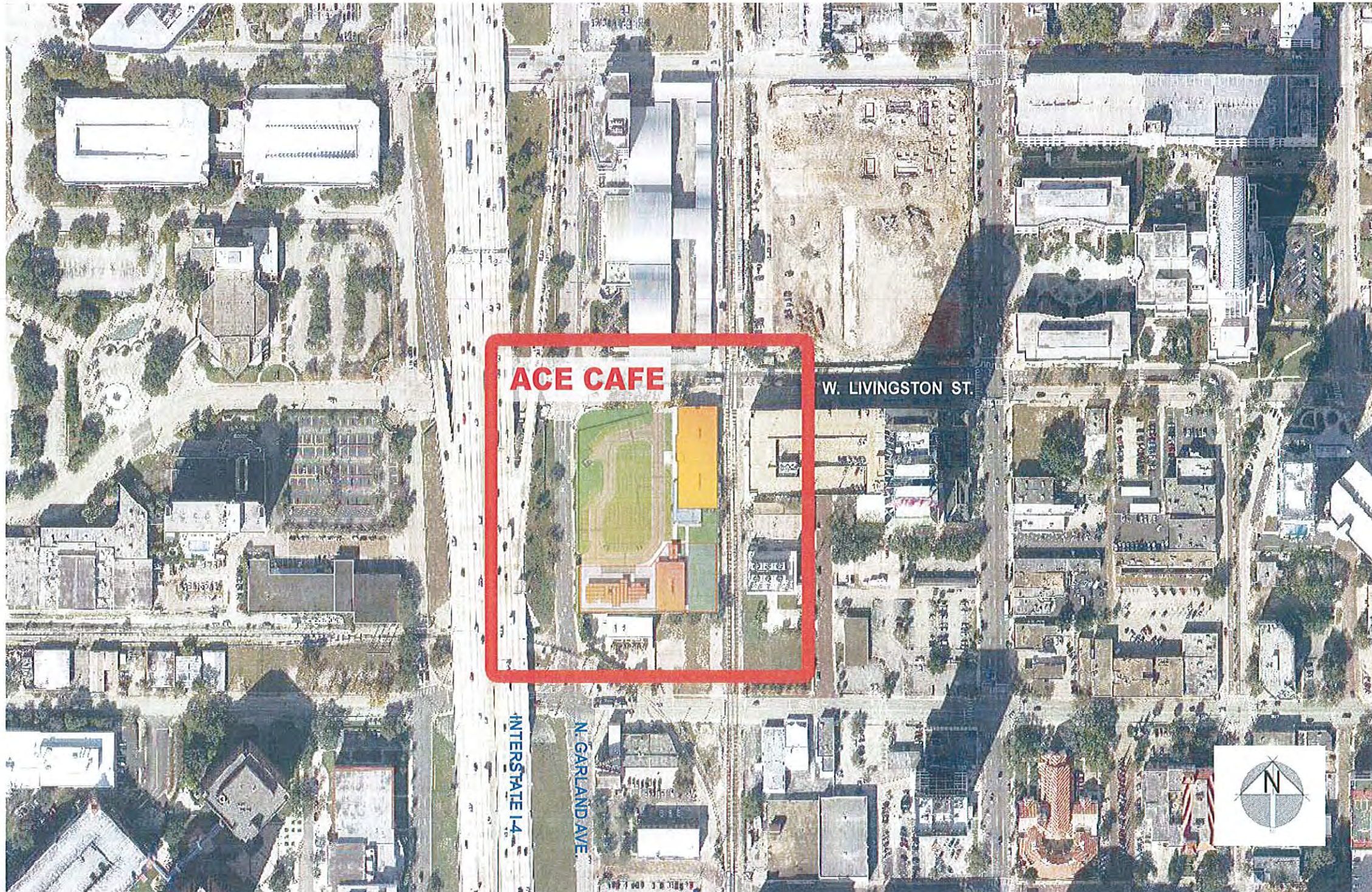


# ACE CAFE RENOVATION 100 WEST LIVINGSTON ST., ORLANDO FL



December 2, 2014





PAGE 2

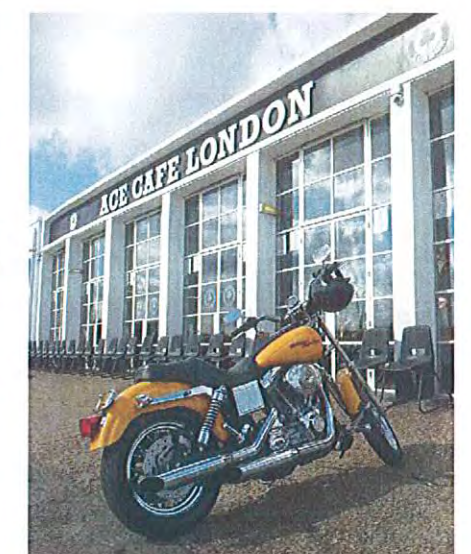
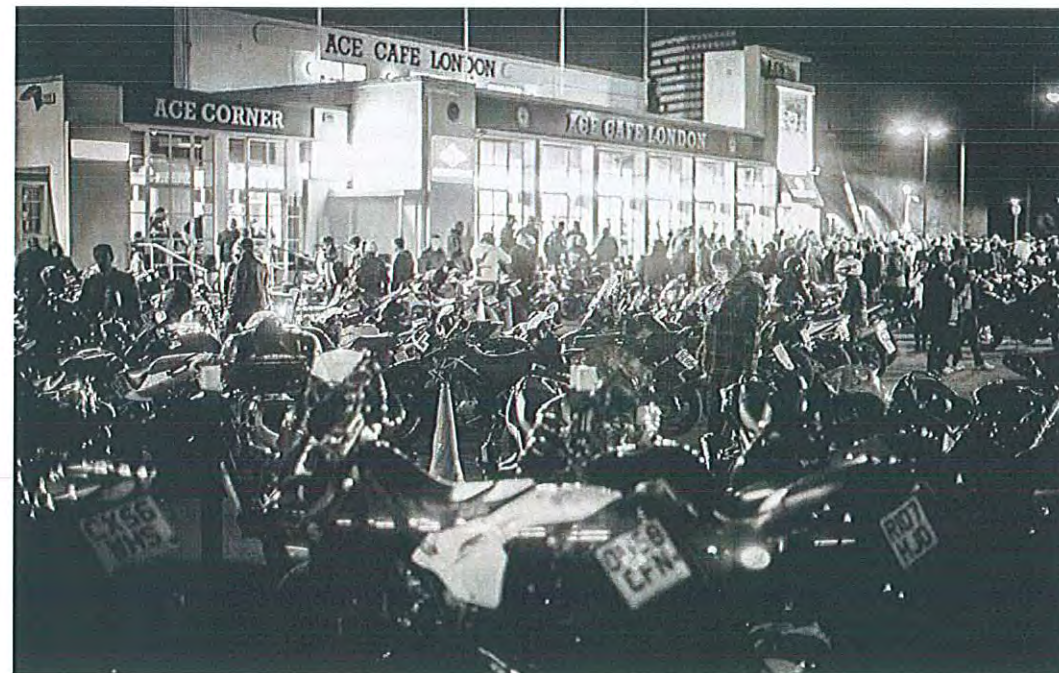
## VICINITY MAP

ACE CAFE RENOVATION  
100 WEST LIVINGSTON ST., ORLANDO FL



December 2, 2014





PAGE 3

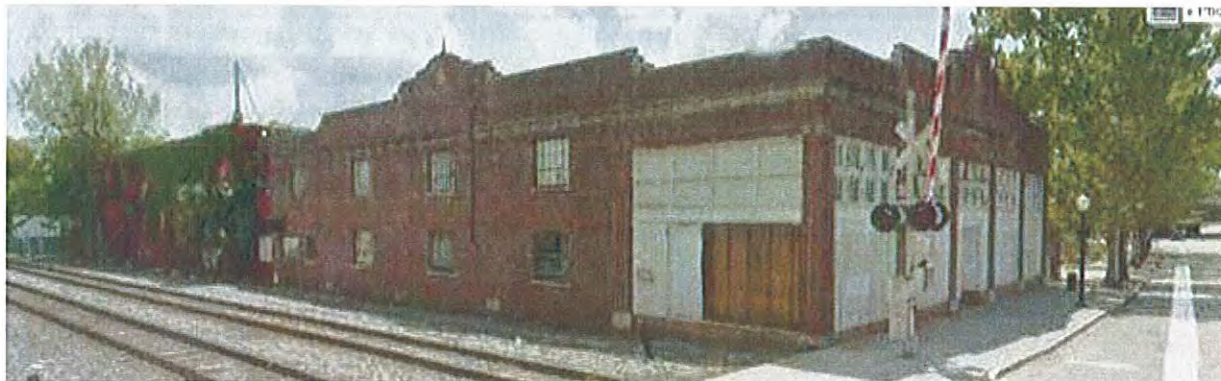


ACE CAFE RENOVATION  
100 WEST LIVINGSTON ST., ORLANDO FL



December 2, 2014





PAGE 4

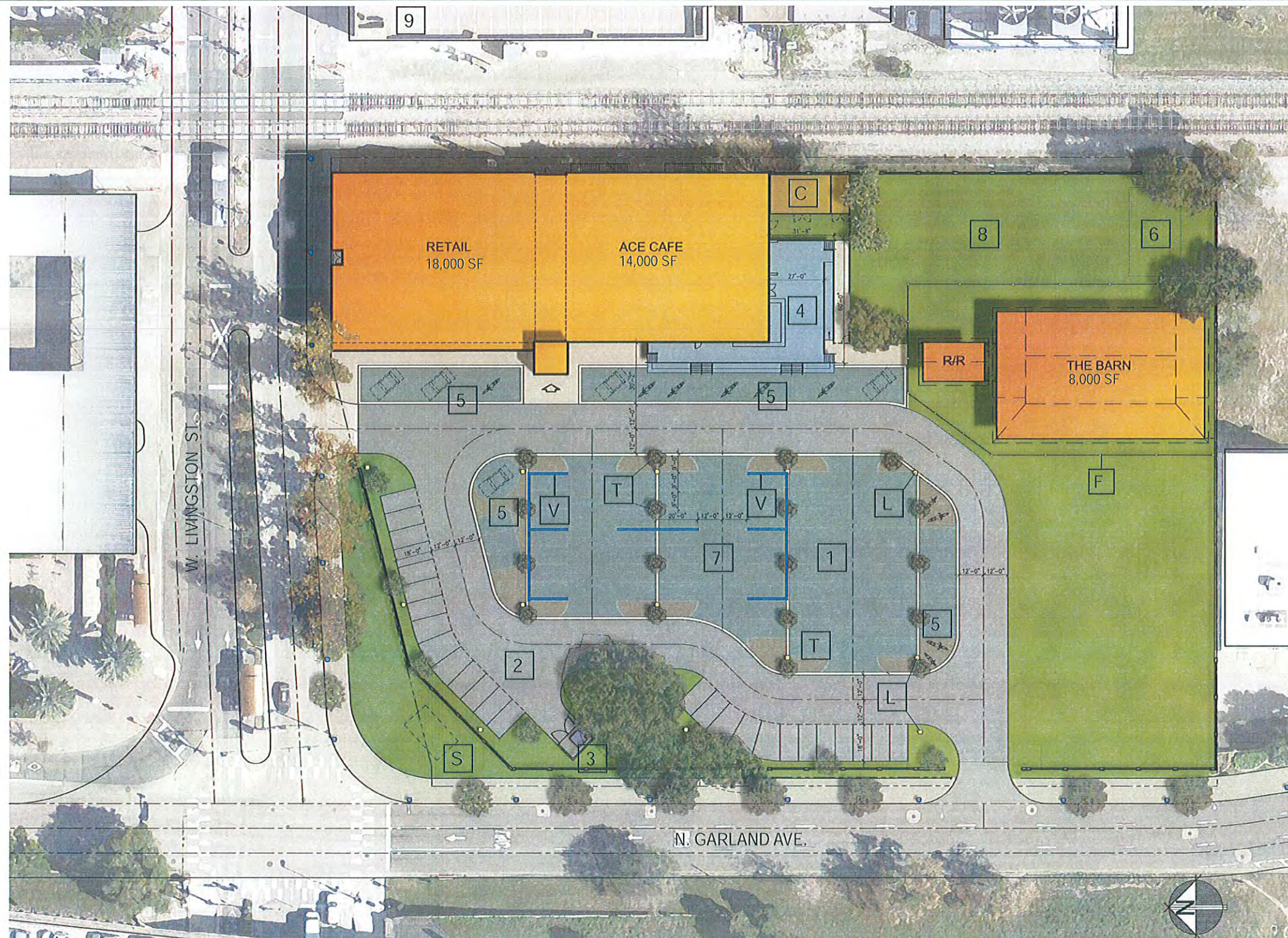
## EXISTING BUILDINGS

ACE CAFE RENOVATION  
100 WEST LIVINGSTON ST., ORLANDO FL



December 2, 2014





# LEGEND

- 1 STAMPED ASPHALT;  
CUSTOM STAMP  
PATTERN AND COLOR  
(REFER TO STAMPED  
ASPHALT DETAIL)
- 2 DRIVEWAY (ASPHALT)
- 3 DUMPSTER
- 4 DECK BAR
- 5 VEHICLE EXHIBIT AREA
- 6 REMOVABLE STAGE
- 7 DISPLAY/EXHIBIT  
PARKING AREA
- 8 COURT YARD EVENT  
AREA
- 9 PUBLIC PARKING  
GARAGE
- C WALK IN COOLER AND  
TRASH COMPACTOR
- F TEMPORARY WOOD  
FENCE (MIN. H=6')  
AROUND EXISTING  
BUILDINGS
- S FUTURE SCULPTURAL  
ART AREA
- T MOVABLE POTTED TREES
- V MOVABLE STANCHIONS &  
VELVET ROPE (INSTALLED  
IN LOCATIONS AS PER  
EVENT REQUIREMENT)
- L STREET LIGHTS / PERIOD-  
STYLE PEDESTRIAN LIGHT  
FIXTURES:  
DOUBLE GLOBE "ACORN  
STYLE" LIGHT FIXTURE,  
PAINTED BLACK (REFER  
TO DETAILS)

PAGE 5

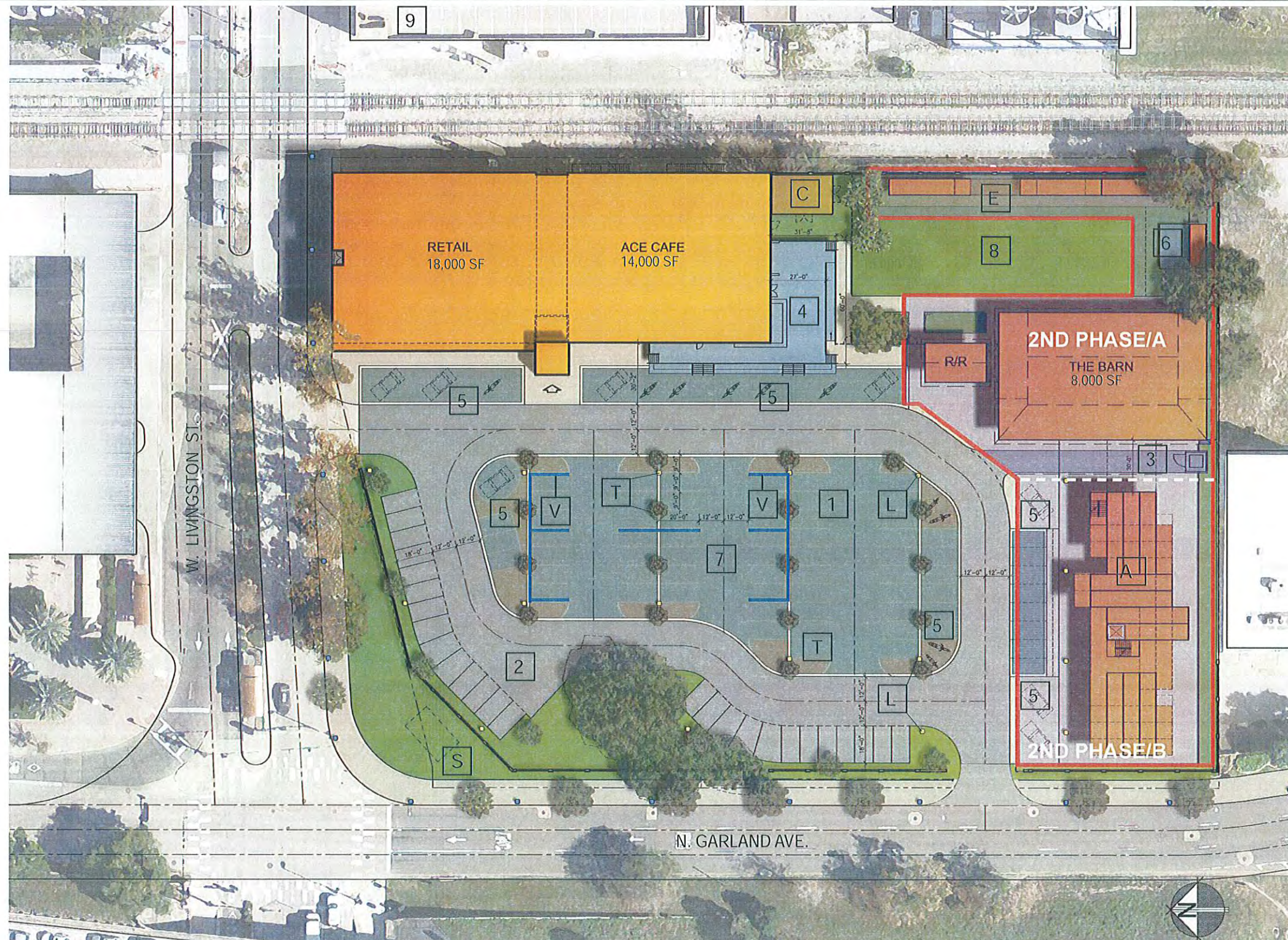
## SITE PLAN - PHASE ONE

ACE CAFE RENOVATION  
100 WEST LIVINGSTON ST., ORLANDO FL



December 2, 2014





# LEGEND

- 1 STAMPED ASPHALT
- 2 DRIVEWAY (ASPHALT)
- 3 DUMPSTER
- 4 DECK BAR
- 5 VEHICLE EXHIBIT AREA
- 6 REMOVABLE STAGE
- 7 DISPLAY/EXHIBIT PARKING AREA
- 8 COURT YARD EVENT AREA
- 9 PUBLIC PARKING GARAGE
- A 2ND PHASE: ACE VILLAGE: 2 LEVEL STRUCTURE, CUSTOMIZED SHIPPING CONTAINERS
- C WALK IN COOLER AND TRASH COMPACTOR
- E 2ND PHASE: ACE EVENT AREA: 2 LEVEL STRUCTURE, CUSTOMIZED SHIPPING CONTAINERS
- S FUTURE SCULPTURAL ART AREA
- T MOVABLE POTTED TREES
- V MOVABLE STANCHIONS & VELVET ROPE (INSTALLED IN LOCATIONS AS PER EVENT REQUIREMENT)
- L STREET LIGHTS / PERIOD-STYLE PEDESTRIAN LIGHT FIXTURES; REFER TO DETAILS

PAGE 6

## SITE PLAN - FUTURE PHASING

ACE CAFE RENOVATION  
100 WEST LIVINGSTON ST., ORLANDO FL



December 2, 2014



EXTERIOR FINISH NOTES



DENOTES EXISTING BRICK FINISH TO REMAIN. EXTERIOR BRICK FACE TO BE REPAIRED TO ORIGINAL CONDITION WHERE REQUIRED.

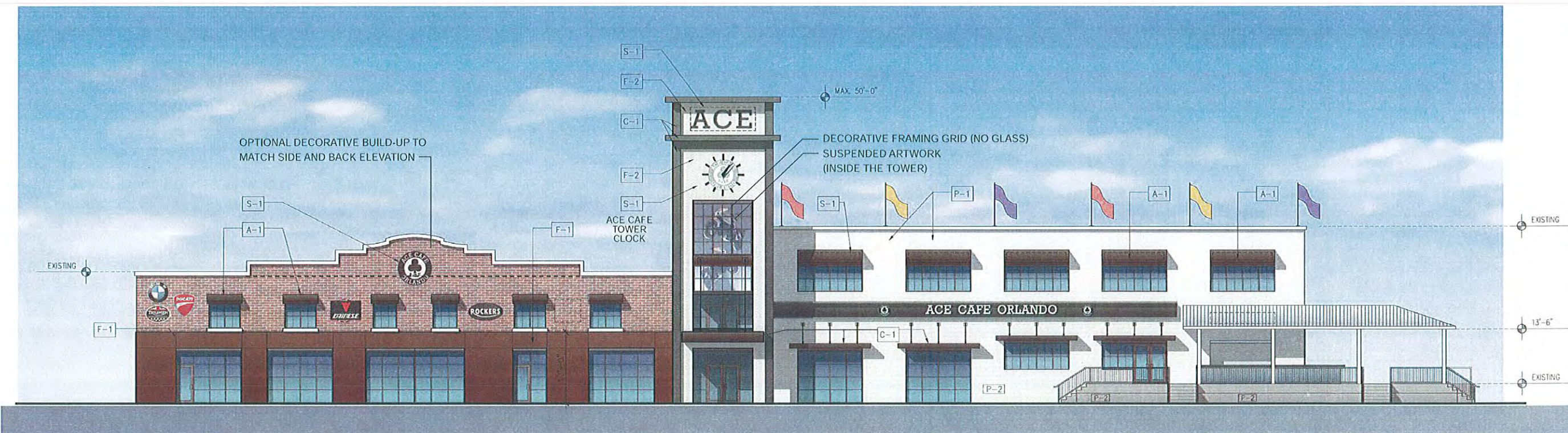


DENOTES STANDING SEAM ROOF - COLOR GRAY

GENERAL NOTES:

1. ALL BUILDING FINISHES AND PAINTS TO MATCH EXISTING BUILDINGS. FINAL PAINT SCHEDULE AND SCHEME SHALL BE COORDINATED AND APPROVED BY OWNER.
2. ALL BUILDING STRUCTURES AND COMPONENTS INCLUDING (BUT NOT LIMITED TO) DOORS, GLAZING, GLASS DOORS, LOUVERS, VENTS AND EXTERIOR DECORATIVE TRIM COMPONENTS, SHALL BE DESIGNED BY THE MANUFACTURER AND INSTALLED PER THE MANUFACTURERS DESIGN TO MEET THE FBC AND WIND LOAD REQUIREMENTS.

- P-1 EXTERIOR PAINT OVER EXISTING EXTERIOR CMU OR CONCRETE - WHITE
- P-2 EXTERIOR PAINT OVER EXISTING CMU OR CONCRETE - WARM GRAY
- P-3 EXTERIOR PAINT (ACCENT CORNER AND EXPOSED STEEL FRAMING) - BLACK
- F-1 STUCCO FINISH W/OPTIONAL METAL PANELING - DARK BROWN
- F-2 CORRUGATED STEEL PANELING - WHITE FINISH
- A-1 AWNING - BLACK CANVAS OVER METAL FRAMING
- C-1 SUSPENDED ALUMINUM CANOPY (CUSTOM) - FINISH BLACK
- C-2 OPEN METAL FRAME CANOPY (CUSTOM) - FINISH BLACK
- S-1 DENOTES SIGNAGE LOCATION (BY OTHERS)



WEST ELEVATION (Main Entry)

EXTERIOR ELEVATION



ACE CAFE RENOVATION  
100 WEST LIVINGSTON ST., ORLANDO FL



December 2, 2014



EXTERIOR FINISH NOTES

DENOTES EXISTING BRICK FINISH TO REMAIN. EXTERIOR BRICK FACE TO BE REPAIRED TO ORIGINAL CONDITION WHERE REQUIRED.

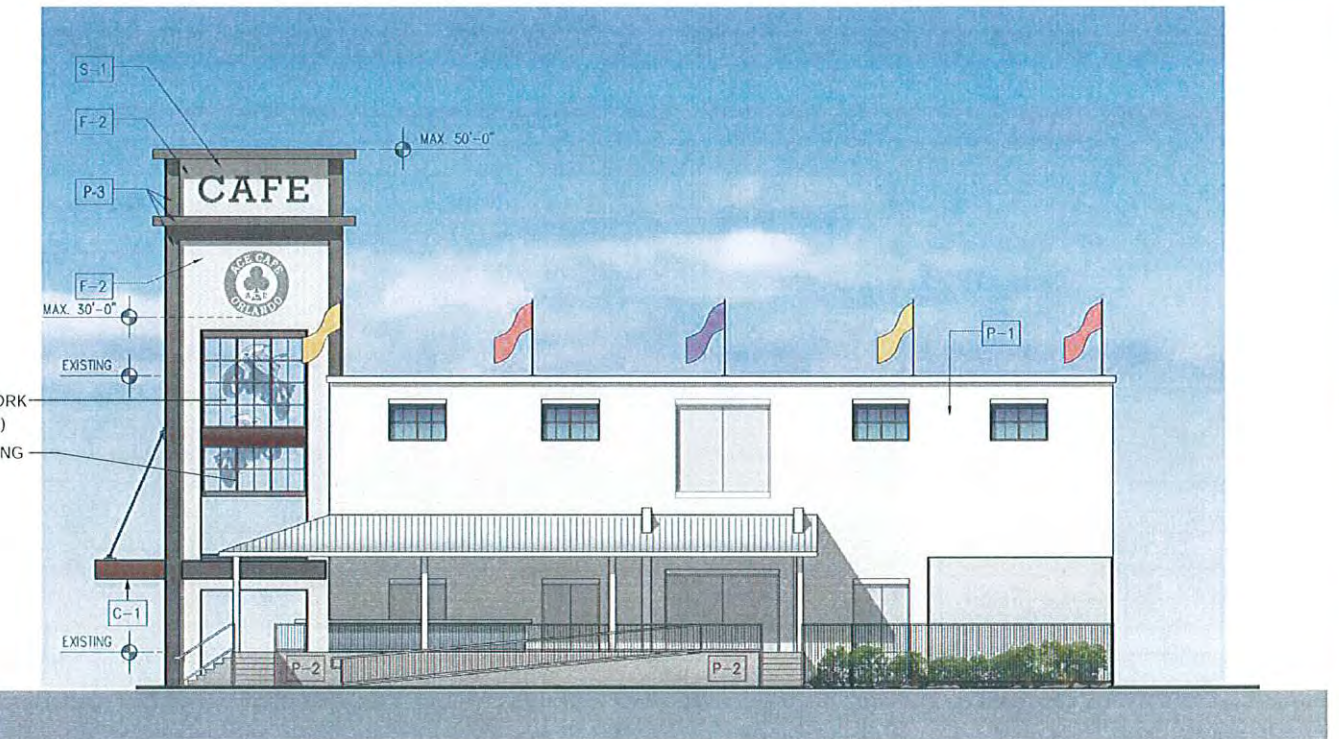
DENOTES STANDING SEAM ROOF - COLOR GRAY

GENERAL NOTES:  
1. ALL BUILDING FINISHES AND PAINTS TO MATCH EXISTING BUILDINGS. FINAL PAINT SCHEDULE AND SCHEME SHALL BE COORDINATED AND APPROVED BY OWNER.  
2. ALL BUILDING STRUCTURES AND COMPONENTS INCLUDING (BUT NOT LIMITED TO) DOORS, GLAZING, GLASS DOORS, LOUVERS, VENTS AND EXTERIOR DECORATIVE TRIM COMPONENTS, SHALL BE DESIGNED BY THE MANUFACTURER AND INSTALLED PER THE MANUFACTURERS DESIGN TO MEET THE FBC AND WIND LOAD REQUIREMENTS.

- P-1 EXTERIOR PAINT OVER EXISTING EXTERIOR CMU OR CONCRETE - WHITE
- P-2 EXTERIOR PAINT OVER EXISTING CMU OR CONCRETE - WARM GRAY
- P-3 EXTERIOR PAINT (ACCENT CORNER AND EXPOSED STEEL FRAMING) - BLACK
- F-1 STUCCO FINISH W/OPTIONAL METAL PANELING - DARK BROWN
- F-2 CORRUGATED STEEL PANELING - WHITE FINISH
- A-1 AWNING - BLACK CANVAS OVER METAL FRAMING
- C-1 SUSPENDED ALUMINUM CANOPY (CUSTOM) - FINISH BLACK
- C-2 OPEN METAL FRAME CANOPY (CUSTOM) - FINISH BLACK
- S-1 DENOTES SIGNAGE LOCATION (BY OTHERS)



NORTH ELEVATION (West Livingston St.)



SOUTH ELEVATION (Deck Side)

EXTERIOR ELEVATION

ACE CAFE RENOVATION  
100 WEST LIVINGSTON ST., ORLANDO FL



December 2, 2014



EXTERIOR FINISH NOTES



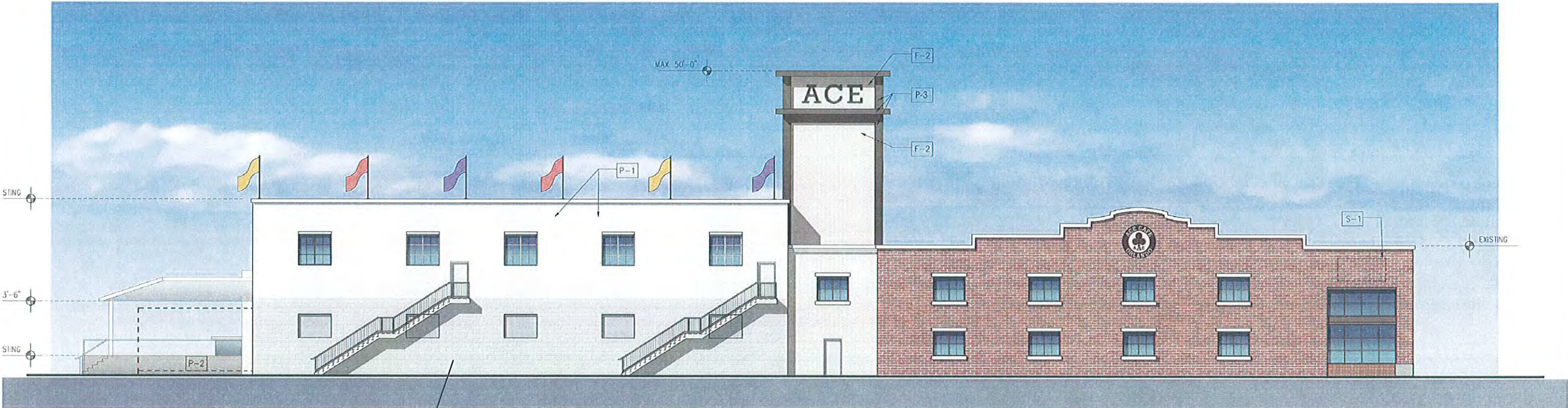
DENOTES EXISTING BRICK FINISH TO REMAIN. EXTERIOR BRICK FACE TO BE REPAIRED TO ORIGINAL CONDITION WHERE REQUIRED.

DENOTES STANDING SEAM ROOF - COLOR GRAY

GENERAL NOTES:

- 1. ALL BUILDING FINISHES AND PAINTS TO MATCH EXISTING BUILDINGS. FINAL PAINT SCHEDULE AND SCHEME SHALL BE COORDINATED AND APPROVED BY OWNER.
- 2. ALL BUILDING STRUCTURES AND COMPONENTS INCLUDING (BUT NOT LIMITED TO) DOORS, GLAZING, GLASS DOORS, LOUVERS, VENTS AND EXTERIOR DECORATIVE TRIM COMPONENTS, SHALL BE DESIGNED BY THE MANUFACTURER AND INSTALLED PER THE MANUFACTURERS DESIGN TO MEET THE FBC AND WIND LOAD REQUIREMENTS.

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- C-2 OPEN METAL FRAME CANOPY (CUSTOM) - FINISH BLACK
- S-1 DENOTES SIGNAGE LOCATION (BY OTHERS)



PUBLIC ART (OPTIONAL)

EAST ELEVATION (Railroad Side)

EXTERIOR ELEVATION



ACE CAFE RENOVATION  
100 WEST LIVINGSTON ST., ORLANDO FL



December 2, 2014





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## CONCEPT RENDERINGS

ACE CAFE RENOVATION  
100 WEST LIVINGSTON ST., ORLANDO FL

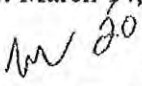


December 2, 2014



## LEASE SUMMARY

The following sets forth a summary of material Lease provisions:

- A. **Effective Date:** March 14, 2013 [Date signed by both Owner and Tenant], 
  - B. **Landlord:** JAIN WEST LIVINGSTON AVENUE, LLC
  - C. **Tenant:** ACE ORLANDO, LLC
  - D. **Premises:** The property subject of this Lease is located at
    - (1) **Address:** 100 W. Livingston, Orlando, FL 32801
    - (2) **The property subject of this Lease is also identified as:**  
**Parcel ID 26-22-29-0017-01-000**
    - (3) **Land Area:** [Section 2.1]  
The property which is the subject of this Lease contains approximately 129,350+/- SF of land, as described on Exhibit "A".
    - (4) **Current Improvements:** [Section 2.1]  
32,821+/- sf of Living Area for Building 1 and Building 2 as measured by OCPA that are located on Exhibit "A", which Tenant intends to use and/or sublease. Approximately 6222 SF of open storage (the "Barn") is currently intended to be removed by Tenant with no current plans for replacement by Tenant. The property also contains site and ground improvements and parking areas. Tenant has right to construct, repair, replace certain improvements as described and limited herein.
- Term:** [Section 3.2]
- (1) **Initial Term:** Ten (10) Years
  - (2) **Renewal Options:** Two (2) Five (5) Year Options



- F. **Commencement Date:** Sixty (60) days after Turnover Notice  
[Section 3.3]
- G. **Delivery Date or Turnover Date:** Sixty (60) days after  
Turnover Notice [Section 3.3]
- H. **Expiration Date:** Ten (10) years from Commencement Date.  
[Section 3.2]
- I. **Minimum Annual Rent:** [Section 4.2]

The rate schedules for the Minimum Annual Rent, below, are based upon the Base Building Area of 33,821 SF in the two buildings located on the Premises on the date of this Lease.

(1) Initial Term Rent:

Lease Year	Rent Per Month	Rent Per Year
1	\$ 28,242.50	\$ 338,910.00
2	\$ 29,089.78	\$ 349,077.30
3	\$ 29,962.47	\$ 359,549.62
4	\$ 30,861.34	\$ 370,336.11
5	\$ 31,787.18	\$ 381,446.19

Lease Year	Rent Per Month	Rent Per Year
6	\$ 32,740.80	\$ 392,889.58
7	\$ 33,723.02	\$ 404,676.26
8	\$ 34,734.71	\$ 416,816.55
9	\$ 35,776.75	\$ 429,321.05
10	\$ 36,850.06	\$ 442,200.68

(2) Option Years Rent.

The Rent shall increase by 3% over the prior year's rent for each subsequent year of the First Five Year option.

The rent shall increase by 3% over the prior year rent for each subsequent year of the Second Five Year Option.

(3) Tenant Expenses as Additional Rent. This is a triple net lease. Tenant shall pay all costs of maintaining, repairing



and using the Leased Premises including Taxes, utilities, insurance and maintenance, as defined herein.

J. **Additional Rent from increase in SF:** [Section 4.4]

K. **Permitted Use:** Tenant intends to use and occupy the Premises for its business of retail store(s), motorcycle and classic vehicle customization and restoration, sales, auctions, displays, clubs, events, all forms of indoor and outdoor entertainment and promotions, full-service restaurant and bar, bar-related promotions and uses, and office and retail uses allowed by zoning, except as prohibited in the Lease.

And Billboard Reservation by Landlord [Article V]

L. **Trade Name of Tenant:** Ace Café



M. **Landlord's Notice Address:** [Section 17.1]

**Tenant's Notice Address:** [Section 17.1]

N. **Deposits:** [Section 1.3]

O. **Advance Rent:** [Section 4.3]

Tenant shall pay six (6) months' Minimum Annual Rent on the Commencement Date. Tenant shall receive a Minimum Annual Rent abatement for months seven (7) through twelve (12) (and shall pay no Minimum Annual Rent).

 P. **Landlord Broker(s):** No. [Section 24.13] 

**Tenant Broker(s):** Bobby Palta, CB Richard Ellis, Inc.  
(Commission paid by Landlord)

**"Lease Year"** shall mean the twelve (12) month period running from the Commencement Date and from each successive annual period

**Exhibits:** Attached hereto and forming part of this Lease are the following Exhibits:

Exhibit "A" – Legal Description of Real Property

Exhibit "A-1" – Site Diagram re Tenant Signage

Exhibit "B" – Agreement of Inspection and Confidentiality Agreement

Exhibit "C" – Form of Memorandum of Lease



## LAND AND BUILDING LEASE AGREEMENT

M 20 ✓  
THIS LAND AND BUILDING LEASE AGREEMENT (this "Lease") is dated as of March 14, 2013, and is made by and between JAIN WEST LIVINGSTON AVENUE, LLC, a Florida limited liability company ("Landlord"), and ACE ORLANDO, LLC, a Florida limited liability company ("Tenant"), with reference to the recitals set forth below.

### RECITALS

WHEREAS, Landlord is the owner of that certain real property, together with all the improvements thereon and appurtenances thereunto belonging (the "Premises"), the legal description of which is attached hereto and incorporated herein as Exhibit "A", and which is commonly known as: 100 W. Livingston, Orlando, FL 32801.

WHEREAS, Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord pursuant to the provisions of this Lease;

WHEREAS, the Lease contains a reservation of exclusive rights by the Landlord for the viewing and location of future Billboard on the Premises.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

### ARTICLE I DUE DILIGENCE, INSPECTION AND DEPOSITS

**SECTION 1.1 Due Diligence and Inspection.** This Lease is subject to Tenant's inspection and evaluation of the Premises (defined above and in Section 2.1, below) during the Due Diligence Period. The Due Diligence Period is defined as commencing on the "Effective Date" as defined below and terminating on the date the Tenant accepts the condition of the Premises and leases the Premises or the lease is terminated, whichever occurs first. The Due Diligence Period shall be governed by the terms of this Section.

1.1.1 The Due Diligence Period shall run one hundred eighty (180) days from the Effective Date. On the Effective Date, Tenant shall timely pay to the Landlord five thousand dollars (\$5,000.00) for the first thirty (30) days of the Due



Diligence Period. If the Tenant elects to continue the Due Diligence Period beyond the first thirty (30) days, then the Tenant shall pay prior, to the expiration of the first thirty (30) day period, an additional five thousand dollars (\$5,000.00) to the Landlord in the same manner and payment type as described above. If Tenant elects to continue the Due Diligence Period beyond sixty (60) days, then Tenant shall pay, prior to the expiration of the second thirty (30) day period, an additional seven thousand five dollars (\$7,500.00) to the Landlord in the same manner and payment type as described above for each thirty (30) day period. For the Due Diligence period beyond one hundred twenty (120) days, then the Tenant shall pay, prior to the expiration of the fourth thirty (30) day period, an additional fifteen thousand dollars (\$15,000.00) to the Landlord in the same manner and payment type as described above.

1.1.2 The Tenant shall sign, execute and deliver to the Landlord the Agreement of Inspection and Agreement of Confidentiality in the form attached hereto and incorporated herein as **Exhibit "B"**.

1.1.3 The Tenant shall have regular access to the buildings and property that consist of the Premises to conduct such inspection (i) at normal business hours 9-5 Monday through Friday, (ii) so long as the existing use of the Premises by the Landlord or its current tenants are not unreasonably disturbed, and (iii) the payment of the funds in 1.1.4.

1.1.4 The Due Diligence Period shall automatically terminate and this Lease shall automatically terminate if (i) the Tenant fails to timely tender the payments outlined in 1.1.1, above, (ii) the Tenant fails to comply with the terms in 1.1.2 and 1.1.3, or (iii) the Tenant fails to timely provide either the notice in 1.1.6 or the Turnover Notice in Section 3.3, below.

1.1.5 If during or upon expiration of any thirty (30) day period of the Due Diligence Period, the Tenant determines that it does not want to lease the Premises on the terms contained herein, then the Tenant shall within three (3) business days, prior to the time period to pay the fees in 1.1.1, above, or prior to the expiration of the Due Diligence Period, whichever occurs first, inform the Landlord in writing of the termination of the Due Diligence Period, which shall automatically terminate this lease.

1.1.6 If the Tenant desires to lease the Premise on the terms contained herein, then the Tenant shall execute and deliver to the Landlord the Turnover Notice in Section 3.3, below, prior to expiration of the Due Diligence period. If the Tenant is in breach of any of the conditions contained in Sections 1.1.1 through



1.1.3, the Landlord may reject the Turnover Notice by written notice to the Tenant, which shall automatically terminate this Lease.

1.1.7 Any payments made to Landlord pursuant to this Section 1.1 shall be non-refundable, and shall not apply to any other amounts owed to the Landlord within this Lease.

1.1.8 Landlord shall neither pay any costs or fees to the Tenant nor be liable to pay any other costs or fees of any nature for or relating to the Due Diligence Period.

**SECTION 1.2 Copies of Evaluation Materials.** Landlord has no copies of the following materials in its possession surveys, title documents, mortgages, title insurance policies or commitments, Phase I environmental reports, engineering reports, notices received regarding any alleged code violation or Environmental Law violation or Hazardous Material on the Premises ("Evaluation Materials").

1.2.1 The Tenant and Landlord specifically agree that any evaluation materials so provided by the Landlord shall not be deemed to be a representation as to any aspect of the land use and zoning, the condition of or quality of construction of the property, presence or absence of any contamination or other health condition of the structures and improvements located on the Premises or the Premises itself.

1.2.2 Any Evaluation Materials provided by Landlord shall not release the Tenant from its obligation to conduct an exhaustive and thorough review of the Premises during the Due Diligence Period.

1.2.3 Any Evaluation Materials provided by Landlord shall not release the Tenant from accepting the Premises in its "AS IS, WHERE IS, WITH ALL FAULT" condition in Article II, below.

1.2.4 Examination of Landlord's title by Tenant shall occur during the Due Diligence Period in Article I and shall be at Tenant's cost.

**SECTION 1.3 Deposits and Payments.** Tenant shall pay the following payments for deposits to Landlord:

1.3.1 Tenant shall pay Landlord a deposit of ten thousand dollars (\$10,000.00) as a Security Deposit at the time Tenant provides the Turnover Notice to Landlord in Section 3.3, below.

1.3.2 Tenant shall pay Landlord a deposit of fifty thousand dollars (\$50,000.00) as a Security Deposit at the Commencement Date, in Section 3.3,



below, and an additional Security Deposit of ten thousand dollars (\$10,000.00) on the first day of the twelve month of the first year of the Lease, which is also the last month that the rent is abated in Section 4.3, below. The Landlord shall keep the Security Deposits in a separate account, with any interest income, return or earnings shall be the property of the Landlord.

If Tenant shall not be in default of any terms of this Lease, the Security Deposits provided to Landlord shall be returned to Tenant at the expiration or termination of this Lease.

## **ARTICLE II PREMISES**

**SECTION 2.1 Premises.** The Premises is defined as the land described in Exhibit A, and the improvements located thereon which have a street address of 100 W. Livingston Avenue, Orlando, Florida 32801. The primary improvements located on the Premises have been described by the Orange County Property Appraiser's Office (OCPA) as: two (2) 06-Warehouse 4800-Warehousing structures with the first structure built in 1926 and consisting of 18960+/- SF ("Building 1") and the second structure built in 1937 and consisting of 14861+/- SF of Living Area ("Building 2"), and one (1) 06-Warehouse 4900 Open Storage structure consisting of 6881 SF of Living Area ("Barn"). This information was compiled by OCPA and not the Landlord. The Tenant is required to verify the accuracy of the information of these three structures and any and all improvements located on the Premises, as well as the land area.

### **SECTION 2.2 No Landlord Warranty or Representations.**

2.2.1 Landlord makes no warranties or representations as to the land area, amount of Living Area, size, square footage, condition, or year built of Building 1 or Building 2, the Barn, or any other condition or improvement located on the Premises.

2.2.2 Landlord leases to Tenant and Tenant leases from Landlord the Premises in its "AS IS, WHERE IS, WITH ALL FAULTS" condition with no representations or warranties of any nature and kind whatsoever as to the Premises.

2.2.3 As part of the Due Diligence in 1.2, above, Tenant may examine the title of the Landlord in the Premises for any title defects or exceptions. If a defect or exception is discovered by Tenant and presented by Tenant to Landlord during the Due Diligence Period, Landlord shall have the exclusive discretion whether to cure the defect or exception, or to inform the Tenant that the Landlord will not cure such defect or exception. Whether or not Landlord elects to remove or cure any



such defect or exception, Tenant hereby leases the Premises subject to any defects or exceptions to the Landlord's title in the Premises.

### ARTICLE III TERM

**SECTION 3.1 Effective Date.** The effective date of this Lease (the "**Effective Date**") shall be the date executed copies of this Lease are executed, delivered and exchanged between the Landlord and Tenant, or March 1, 2013, whichever occurs first.

**SECTION 3.2 Lease Term.**

3.2.1 The Term of this Lease shall be ten (10) years from the Commencement Date, as described in Section 3.3, below, and (2) five (5) year options described in Section 3.4, below.

3.2.2 The expiration date of the primary term of this Lease (the "**Primary Term**") shall be last day of the month ten (10) years after the Commencement Date, unless extended as set forth below).

3.2.3. References to the term of this Lease (the "**Term**") shall include the Primary Term and the Extension Periods (defined in Section 3.4), if any. Except as otherwise expressly stated, the terms and conditions of this Lease shall remain in effect during any extension, renewal, or holdover of the Primary Term.

**SECTION 3.3 Commencement Date and Turnover Date.**

3.3.1 The Tenant shall provide written notice to Landlord sixty (60) days prior to the date Tenant wants possession of the Premises (the "**Turnover Notice**"). After the date of the Turnover Notice, Tenant shall not have possession of the property until the Commencement Date.

3.3.2 The Commencement Date shall be (i) sixty (60) days after the Turnover Notice or (ii) the date possession of the Premises is delivered to the Tenant if the existing users of the Premises have not vacated within the sixty (60) day period after the notice in 3.3.1 by the Tenant, whichever occurs last. The Payment of Rent in Article IV shall start on the Commencement Date. In no case shall the Commencement Date occur prior to the Turnover Date. Landlord shall use best efforts including taking any necessary legal action to timely turn over the Property.

3.3.3 A Memorandum of Lease in the form shown on **Exhibit "C"** may be recorded by Tenant on the Commencement Date.



#### **SECTION 3.4    Lease Term Options.**

3.4.1 First Option to Extend. Provided Tenant (i) is occupying the Premises and (ii) is not in default of this Lease with all rent paid and delivered to Landlord,, Tenant may elect to extend the Term for an additional sixty (60) months (the "First Extension Period") by notifying Landlord of such intention in writing no less than six (6) months prior to the expiration of the Primary Term.

3.4.2 Second Option to Extend. Provided Tenant (i) is occupying the Premises and (ii) is not in default of this Lease with all rent paid and delivered to Landlord, Tenant may elect to extend the Term for an additional sixty (60) months (the "Second Extension Period") by notifying Landlord of such intention in writing no less than six (6) months prior to the expiration of the First Extension Period.

3.4.3 The First Extension Period and the Second Extension Period shall collectively be referred to as the "Extension Periods."

**SECTION 3.5    Surrender of Premises.** On the last day or sooner termination of the Term, Tenant shall quit and surrender the Premises, together with all alterations, vacant and free of all tenancies and any leasehold rights therein and in good condition and repair, normal wear and tear excepted, broom clean and free of violations, and shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of Rent (hereinafter defined) and shall inform Landlord of all combinations of locks, safes, and vaults, if any, in the Premises. The surrendering of the Premises shall not release the Tenant from its obligations and duties to the Landlord under this Lease.

#### **SECTION 3.6    Limited Right of First Offer.**

3.6.1 If during the Term Landlord desires to market the Premises for sale, the Landlord shall list the Premises for sale with a Broker and then provide the Tenant an exclusive thirty (30) day period to purchase the Premises at the price set forth in the Listing in cash and in US Currency. The thirty (30) day period shall begin from the date of the written notice as delivered by Landlord to the Tenant, governed by Section 17.1, below, and the Written Notice shall include the proposed contract and any addenda which Tenant shall offer the Property to third parties, the Listing Price and state or provide the title to be conveyed.

3.6.2 If Tenant elects to so purchase the Premises, Tenant shall give to Landlord written notice thereof (the "Acceptance Notice") within the thirty day period in 3.6.1, above, and shall provide with the written notice to Landlord (i) a signed contract by Tenant in the form provided in 3.6.1 above, and (ii) a cashier's



check in US Currency for deposit in the amount of ten percent (10%) of the purchase price.

3.6.3 Upon receipt of the signed contract by Tenant with deposit in 3.6.2, above, the closing shall be held within ninety (90) days of the receipt of the Contract by Landlord in notice by Tenant, whereupon Landlord shall convey the Premises to Tenant upon payment of the purchase price in 3.6.1, less customary seller's closing costs. Failure to close within the 90 day period shall subject the deposit provided to the Landlord in 3.6.2 as non-refundable.

3.6.4 Except for 3.6.5, below, if the Tenant fails to timely and completely comply with the terms in 3.6.2 or 3.6.3, above, then the Limited Right of First Offer shall automatically terminate without any further action from the Landlord. Landlord may provide notice of such termination to the Tenant, in the landlord's discretion.

3.6.5 If the (i) Tenant does not elect to purchase the property in 3.6.1 and (ii) within one (1) year of the date of the written notice in 3.6.1 the Landlord has reduced the listing price by more than fifteen percent (15%) from the listing price contained in the earlier written notice to the Tenant in 3.6.1, then the Landlord shall again provide notice to the Tenant in 3.6.1 and provide the Tenant an exclusive thirty (30) day period, from date of this second or successive written notice by Landlord, to purchase the Premises at the price set forth in the new Offer, and with the same requirements of 3.6.1 and 3.6.2, above.

3.6.6 The additional right in 3.6.5 shall not apply if the Tenant had elected to purchase the property from the earlier written notice in 3.6.1 but failed to either provide the deposit required in 3.6.2 or failed to timely close within the time period contained in 3.6.3.

3.6.7 If the Tenant exercises the right to purchase and completes the purchase of the Premises under this Section 3.6, then the Landlord shall pay a four percent (4%) commission on the purchase price to Bobby Palta, CBRE, Inc., and if the purchase occurs within 10 years from the Commencement Date, less the commission paid in Section 5.13 for the unexpended term of the Lease.

3.6.8 The terms of this Section shall not apply to the sale or conveyance by the Landlord to any affiliate, shareholder, director or officer of the Landlord, or any family member of Dr. Usha Jain or Manohar Jain. Notwithstanding anything to the contrary, however, the Property in such party's hands shall be subject to this Section when sold to a subsequent unrelated third party. Additionally, conveyance of title to the Premises as part of a testamentary devise by Landlord or probate



court order conveying Landlord's title to the Premise shall be exempt from the provisions of Section 3.6.

3.6.9 Prior to any closing in the Purchase of the Premises in this Section, the Tenant shall execute and provide to the Landlord affidavits indicating that there are no liens or claims against the Premises for the items listed in Article VI, Article IX Article X and Article XXIII, below. If there are claims of liens present, then the Option to Purchase may not be exercised by the Tenant until those items have been removed.

#### **ARTICLE IV MINIMUM ANNUAL RENT**

**SECTION 4.1 Triple Net Lease.** This is a net-net-net lease, also known as a triple net lease. Tenant hereby covenants and agrees to pay rent to Landlord, for the use and occupancy of the Premises in the form of Minimum Annual Rent, Additional Rent for Tenant Expenses in Article VI and Additional Rent for Additional Square Footage in Section 4.4, below (collectively referred to herein as "Rent" or "rent"). In addition to the rent in Section 4.2 and 4.4, Tenant shall also pay all costs of ownership against the Premises during the Lease Term, such as those described in Articles VI, VIII, IX and X, below, and elsewhere in this Lease. This includes all taxes, fees or other charges that may be imposed on the lease payments described in this Article IV or upon the Lease.

**SECTION 4.2 Minimum Annual Rent.** Tenant shall pay to Landlord as minimum annual rent ("Minimum Annual Rent") as:

Lease Year	Rent Per Month	Rent Per Year
1	\$ 28,242.50	\$ 338,910.00
2	\$ 29,089.78	\$ 349,077.30
3	\$ 29,962.47	\$ 359,549.62
4	\$ 30,861.34	\$ 370,336.11
5	\$ 31,787.18	\$ 381,446.19

Lease Year	Rent Per Month	Rent Per Year
6	\$ 32,740.80	\$ 392,889.58
7	\$ 33,723.02	\$ 404,676.26
8	\$ 34,734.71	\$ 416,816.55
9	\$ 35,776.75	\$ 429,321.05
10	\$ 36,850.06	\$ 442,200.68



Minimum Annual Rent shall increase by three percent (3%) from the Rent Per Year for the immediately preceding Lease Year, as set forth in the above schedule. Minimum Annual Rent shall be payable by Tenant to Landlord in advance in equal monthly installments commencing upon the Commencement Date and on the first day of each calendar month thereafter, without prior notice, invoice, demand, deduction, or offset whatsoever. Landlord shall have the right to accept all Rent payments, whether full or partial, and to negotiate checks and payments thereof without any waiver of rights, irrespective of any conditions to the contrary sought to be imposed by Tenant. All Rent shall be paid to Landlord at the address to which notices to Landlord are given. The Minimum Annual Rent for any partial month shall be prorated based upon a thirty (30) day month. Rent and all other sums payable by Tenant under this Lease shall be paid when due, in lawful currency of the United States of America.

The term "Lease Year" shall mean the first twelve (12) full calendar months after the Commencement Date and each subsequent twelve (12) month period thereafter during the Term. If the Commencement Date is other than the first day of the month, then the first Lease Year also will include the partial month in which the Commencement Date occurs.

**SECTION 4.3     Advance Rent and Rent Abatement.** On the Commencement Date, Tenant shall prepay in one lump sum six (6) months' Minimum Annual Rent for "Lease Year 1" (months one (1) through six (6)). Tenant shall receive, after such payment, a rent abatement for months seven (7) through twelve (12) with no Minimum Annual Rent paid.

**SECTION 4.4     Additional Rent for Increased SF.**

4.4.1 For any Additional Floor Area constructed or converted by the Tenant on the Premises over the 32,821 sf of Leasable Area in Building 1 and Building 2 as measured by OCPA, Tenant shall pay additional minimum rent at an additional annual amount of \$5.00 per SF of Additional Floor Area in 4.4.2(i) below and \$2.50 per SF for Additional Floor Area in 4.4.2(ii) through (iv), below.

4.4.2 For this Lease, "Additional Floor Area" shall mean any space or area constructed after the date of this Lease that is (i) available for occupancy by Tenant within any building, as measured from the exterior surface of exterior walls (and from the extensions thereof, in the case of openings) including, but not be limited to, bars, dining areas, lounge areas, restrooms, warehousing or storage areas, clerical or office areas and employee areas and (ii) covered porches, outdoor attached or detached covered areas where food and beverage will be or is sold, allowed, or provided on the Premises. Additional Floor Area shall also include any



hallways, entryways, closets, columns, stairs, elevator(s) constructed after the date of this lease.

4.4.3 It is the intention that any tables, chairs or outdoor seating that (i) are not affixed to the ground or any building or structure and (ii) are in proximity to a bar, building or service station that is not under any roof, gazebo or awning shall be excluded from the definition of Additional Floor Area.

4.4.4. The Additional Rent in 4.4.1 through 4.4.3, above, shall begin to be paid at the time the Tenant uses the Additional Floor Area, or is used by Customers of the Tenant or its Subleases, whichever occurs first.

4.5.5 The Additional Rent in 4.4.1 through 4.4.4 shall be subject to the escalation of rent at the same percentage increases outlined in this Lease for the Minimum Annual Rent in Section 4.2, above.

4.5.6 The payment of rent for Additional Floor Area shall be added to the Minimum Annual Rent and paid to Landlord in the same manner and at the same time as the Minimum Annual Rent.

## ARTICLE V USE OF THE PREMISES

### SECTION 5.1 Permitted Uses.

5.1.1 Tenant intends to use the Premises (land, Building 1 and 2 and Improvements) for an establishment called Ace Café which use includes restaurant(s) serving liquor and/or bar purposes (which, at Tenant's election may or may not include the service of alcoholic beverages), retail stores, motorcycle and classic vehicle restoration and customization, sales, car and motorcycle auctions and displays, meets, club and related promotions, forms of indoor and outdoor entertainment and promotions, ancillary retail and office and retail uses as permitted by zoning. The Tenants uses of the Premises as described above is subject to the reservations contained in Section 5.1.2 through 5.1.5, the prohibitions in Section 5.2 and prohibitions in Article XXXIII. *there is no article*

5.1.2 In this Lease, Landlord specifically reserves in the Lease from the Premises the exclusive rights to install, construct, locate, operate, rent, lease, maintain, repair, improve, remove, or expand on the Premises a billboard, also known as an ODA, outdoor advertising structure or board(s), off-site signs, off-premises signs, any sign regulated by Chapter 479, Florida Statutes, as amended, Chapter 14-10, Florida Administrative Code, as amended, Sec. 64.270 through 64.278 of the City Code for the City of Orlando, FL, as amended, Article III or

*33 - Type  
should be  
outside  
at the entrance  
marked*



Section 31.5-126 of the Orange County Code, as amended (collectively "Billboard"). The Billboard may include static, dual faced, painted, tri-vision, poster, or digital features, screens or displays located on a pole, monopole or then industry standard structure, etc. This reservation also includes the view rights across, over and upon the South 300 Feet of the West 100 feet of the Premises along Garland Ave. Tenant shall have no right to install, construct, locate, operate, rent, lease, maintain, repair, improve, remove, or expand any Billboard on the Premises.

5.1.3 The location of the Billboard in 5.1.2 shall be at the southwest corner of the Premises, consisting of the south forty (40) feet of the West one hundred (100) feet of the Premises. The reservation of right in 5.1.2 by the Landlord shall also include a right of access over the Premises to and from the closest driveway located on Livingston Ave. and the Billboard, and the right to extend underground electric, fiber, internet or telecommunications wires to the Billboard.

5.1.4 Landlord's Billboard shall not obstruct the view of the Tenant's monument sign as seen from Garland Ave., which location of the Tenant sign is shown as described on Exhibit "A-1". Similarly, Tenant shall not obstruct the view of Landlord's Billboard seen from Interstate 4 or seen from Garland Ave travelling northbound.

5.1.5 Subject to 5.1.4, Tenant may make use of the area intended for the Billboard in 5.1.3 for parking of vehicles and general parking lot to the extent that it does not limit, restrict or preclude the access to use of the Billboard by the Landlord in 5.1.2.

5.1.6 As an incentive to the Tenant to locate a Billboard on the Premises, if the Billboard is installed on the Premises by the Landlord and it has a digital face or screen capable of screening 7 screenings per minute, Landlord shall offer to Tenant the right to advertise on the digital screen for ten (10) views per hour for 20 hours a day, 7 days a week, at no cost to the Tenant. A view under this section shall be defined as 5 to 8 second in duration showing or display on the digital screen side of the Billboard. The Tenant shall pay all costs associated with the production and design of the Tenants View advertisement.

**SECTION 5.2 Prohibited Uses.** Notwithstanding any other terms of the Lease, the following are prohibited uses of the Premises by the Tenant:

5.2.1 adult bookstores, adult dancing establishments, adult motion picture booths and adult motion picture theater, adult entertainment facility as presently defined in the Chapter 37 of the City Code of the City of Orlando, as amended;



5.2.2 adult bookstores, adult booths, adult entertainment establishments, adult motels, adult performance establishments, adult theaters, sexually oriented businesses, escort services, physical contact parlors, as defined or regulated in Chapter 3, Orange County Code, as amended;

5.2.3 bail bond agencies; social service agencies; drug rehabilitation facilities; blood bank or plasma centers, homeless shelters, food kitchens, abortion clinics (defined as a clinic or operation where one of the primary functions is termination of human pregnancy); escort services;

5.2.4 gas station, service station, oil changes, fuel dispensing or storage, dry cleaners or cleaning plant, chemical production, chemicals sales or storage, or any use contemplated in Section 23.4, below; and

5.2.5 Billboard as defined in 5.1.2, above.

### **SECTION 5.3. Compliance with Local, State and Federal Authorities.**

5.3.1 Tenant use of the Premises shall be lawful and conform to all applicable local, state or federal zoning and other use restrictions and regulations applicable to the Premises.

5.3.2 Tenant shall, at Tenant's expense, comply promptly with all applicable local, state or federal statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the Term or any part of the Term, regulating the use by Tenant of the Premises, including, without limitation, the obligation at Tenant's cost, to alter, maintain, or restore the Premises in compliance and conformity with all laws relating to the condition, use, or occupancy of the Premises during the Term (including any and all requirements as set forth in the Americans with Disabilities Act) and regardless of (i) whether such laws require structural or non-structural improvements, (ii) whether the improvements were foreseen or unforeseen, and (iii) the period of time remaining in the Term. Tenant shall not perform any acts or carry on any practices which may injure the Premises (collectively "Rule" or "Rules").

5.3.3 If any code enforcement notice, citation, action or proceeding is started, noticed, prosecuted, or determined after the Commencement Date or other notice of violation of any Rule caused by Tenant or for which Tenant is otherwise responsible hereunder (collectively "Violation"), Tenant shall promptly address and correct the condition that caused the Violation and have the governmental entity terminate such proceeding for the Violation, without the issuance of any citation, penalty, order or lien against the Landlord or the Premises.



5.3.4 Any imposition of any lien, penalty or order of Violation against the Premises or the Landlord shall be deemed a default under this Lease, unless bonded over to the reasonable satisfaction of the Landlord or removed within sixty (60) days from the date of the lien, penalty or order.

## **ARTICLE VI**

### **TAXES, ASSESSMENTS AND UTILITIES**

**SECTION 6.1 Tax Payments Required by Tenant.** Commencing with the Commencement Date, Tenant shall (i) pay when due and, before delinquency, all Taxes (hereinafter defined) that accrue during or are otherwise allocable to the Term; and (ii) concurrently provide Landlord with evidence of payment thereof. "**Taxes**" shall mean all real estate or sales taxes, assessments, excises, levies, fees, and charges (and any tax, assessment, excise, levy, fee, or charge levied wholly or partly in lieu thereof or as a substitute therefor or as an addition thereto) levied, assessed, charged, confirmed, or imposed on or against, or otherwise with respect to, the Premises or any part thereof or any personal property used in connection with the Premises, by any applicable governmental entity, or attributable to Minimum Annual Rent and all additional rent payable under this Lease, including, if applicable, insurance, maintenance, and other costs incurred by Tenant by which Landlord may benefit, including local, municipal, county, state or federal sales tax (currently six and one-half percent (6.5%)) but not including any taxes specified in Section 6.2. Taxes shall be appropriately prorated and adjusted as provided in Section 6.7. The Taxes shall be additional rent under this Lease.

**SECTION 6.2 Other Tax Payments Not Required by Tenant.** Tenant shall not be required to pay any income or franchise taxes of Landlord, or any estate, succession, inheritance, or transfer taxes of Landlord.

**SECTION 6.3 Assessments.** If any assessment for a capital improvement made by a public or governmental authority shall be levied or assessed against the Premises, the Tenant shall pay those assessments whether imposed on the ad-valorem tax bill or as directly billed from the assessing agency. If the assessment is payable either in a lump sum or on an installment basis, then Tenant shall have the right to elect the basis of the payments and make payments as outlined by the public or governmental authority.

**SECTION 6.4 Utility Payments.** Commencing on the Commencement Date, Tenant shall promptly pay when due all charges for water, gas, electricity, and all other utilities furnished to or used by Tenant upon the Premises, including all charges for installation, termination, and relocation of such services. Landlord, at



its option, may require Tenant to furnish Landlord with evidence of payment of such charges.

**SECTION 6.5 Tenant's Right to Contest Utility Charges, Contest Taxes and Seek Reduction of Assessed Valuation of the Premises.** Tenant, at Tenant's sole cost and expense, shall have the right, at any time, to seek a reduction in the assessed valuation of the Premises or to contest any Taxes or utility charges that are to be paid by Tenant; provided, however, Tenant shall (i) give Landlord written notice of any such intention to contest at least thirty (30) days before any delinquency could occur; (ii) indemnify and hold Landlord harmless from all liability on account of such contest; (iii) take such action as is necessary to remove the effect of any lien which attached to the Premises or the improvements thereon due to such contest, or in lieu thereof, at Landlord's election, furnish Landlord with adequate security for the amount of the Taxes due plus interest and penalties; and (iv) in the event of a final determination adverse to Tenant, prior to enforcement, foreclosure or sale, pay the amount due together with all penalties, fines, interest, costs, and expenses which may have accrued. Tenant may use any means allowed by statute to protest Taxes or utility charges as defined in this Article VI, as long as Tenant remains current as to all other terms and conditions of this Lease. If the protested Taxes have not been paid, then at Landlord's request, Tenant shall furnish to Landlord a surety bond issued by an insurance company qualified to do business in the state where the Premises are located. The amount of the bond shall equal one hundred ten percent (110%) of the total amount of Taxes in dispute. The bond shall hold Landlord and the Premises harmless from any damage arising out of the proceeding or contest and shall insure the payment of any judgment that may be rendered. If Tenant seeks a reduction or contests any Taxes or utility charges, the failure on Tenant's part to pay the Taxes or utility charges shall not constitute a default as long as Tenant complies with the provisions of this Section.

**SECTION 6.6 Landlord Not Required to Join in Proceedings or Contest Brought by Tenant.** Landlord shall not be required to join in any proceeding or contest brought by Tenant unless the provisions of the law require that the proceeding or contest be brought by or in the name of Landlord or the owner of the Premises. In that case, Landlord shall join in the proceeding or contest or permit it to be brought in Landlord's name only and as long as Tenant prepares and submits all applications or documentation and conducts the proceeding at the Tenant's sole cost. The Landlord shall not pay any of these costs. Upon the final determination of the proceeding or contest, Tenant shall immediately forthwith without delay pay or discharge any decision or judgment rendered,



together with all costs, charges, interest, and penalties incidental to the decision or judgment.

**SECTION 6.7    Tax Period and Adjustment of Taxes.** For the purpose of this Lease, the calculation of Taxes payable by Tenant for any particular Lease Year shall be based upon the Taxes actually due and payable in accordance with applicable law during such Lease Year even though such Taxes may relate to a different period of time (such as the taxing authority's fiscal year). For example, if Taxes are payable on or before September 30 of each year with respect to the fiscal period beginning on the immediately preceding July 1 and ending on the immediately succeeding June 30, then, for all purposes of this Lease, Taxes for Lease Year "X" refers to the Taxes due and payable on September 30 of such Lease Year even though the same may relate in part to both such Lease Year and the succeeding Lease Year. The parties hereby understand that, notwithstanding the foregoing, Taxes payable by Tenant in accordance with the terms of this Lease shall be appropriately adjusted for any partial Lease Year.

**SECTION 6.8    Economic Incentives.**

6.8.1 So long as the terms of this Lease are not restricted or revised, the Landlord incurs any liability or the title to the Premises is encumbered, Landlord shall cooperate with Tenant in Tenant's efforts to obtain economic incentives from the city, county, state and federal government. Any such economic incentives obtained shall accrue solely to Tenant's benefit for the term of this Lease.

6.8.2 If the Lease is terminated, Tenant is evicted, or the Tenant abandons the Premise, then the economic incentives of the Tenant shall be automatically assigned and transferred to the Landlord and become the property of the Landlord. The provisions of this Section 6.8.2 shall not apply to a taking under Article XII. A sublease or permitted assignment under Article XIII shall not be deemed to abandon under this Section, if either the sublessee, permitted assignee or the Tenant is in possession.

**ARTICLE VII  
FURNITURE, FIXTURES AND EQUIPMENT**

**SECTION 7.1    Furniture, Fixtures, and Equipment.** During the Term Tenant may at Tenant's expense, place or install such furniture, fixtures, and equipment on the Premises as may be needed for the conduct of Tenant's business ("Tenant's Personal Property").

**SECTION 7.2    Landlord's Waiver.** Tenant may finance Tenant's Personal Property at any time and from time to time during the Term. Landlord (a) waives,



releases and relinquishes any and all rights of distraint, levy, attachment any interest in Tenant's Personal Property, (b) waives any lien or security interest that Landlord may have in Tenant's Personal Property and (c) agrees not to assert any claim against the Tenant's Personal Property. Upon request of Tenant, Landlord shall execute and deliver to any lender of Tenant a Landlord Waiver in a form reasonably acceptable to Landlord and such lender. Tenant may replace Tenant's Personal Property periodically during the Term.

**SECTION 7.3 Removal of Tenant's Personal Property at Expiration of Lease.** At the expiration or earlier termination of this Lease, Tenant's Personal Property may be removed at the option of Tenant. At such time, Tenant shall make repairs and restore the Premises as necessary to repair any damage to the Premises from the removal of Tenant's Personal Property. Tenant's Personal Property not so removed shall, at Landlord's option, become the property of Landlord. The provisions of this Section shall survive the expiration or termination of this Lease.

**SECTION 7.4 Right to Signage.** Except as restricted by Sections 5.1.2 through 5.1.5, Tenant shall have the right to affix signs customarily used in its business upon the windows, doors, interior, and exterior walls of the buildings located on the Premises, and such free-standing on-site monument signs on the Premises as may be appropriate to Tenant and are issued permits by any governmental authority having jurisdiction over the Premises.

## **ARTICLE VIII MAINTENANCE OF THE PREMISES**

**SECTION 8.1 Obligation to Maintain the Premises.** During the Term, Tenant shall, at its own expense, keep and maintain the entire Premises (except the Barn discussed in Section 9.1) in good order and repair, including, but not limited to, the interior, exterior, foundations, floors, walls, roof, and structure of the building, and the sidewalks, curbs, walls, trash enclosures, landscaping with sprinkler system (if installed), light standards, and parking areas which are a part of the Premises. Tenant shall make such repairs and replacements as may be necessary, regardless of whether the benefit of such repair or replacement extends beyond the Term. The Premises shall be returned to Landlord at the termination or expiration of this Lease in good condition, ordinary wear and tear excepted. Landlord hereby assigns to Tenant all building contractor, subcontractor, and manufacturer's warranties and guarantees applicable to the Premises, and Landlord shall cooperate with Tenant at Tenant's request and sole cost in any action to enforce such warranties and guarantees. In the event of destruction of the Premises by fire or casualty, the condition of the Premises upon termination of this Lease shall be governed by Article X.



**SECTION 8.2    No Obligation for Maintenance by Landlord.** Landlord shall have no obligation whatsoever to alter, remodel, improve, repair, renovate, retrofit, clean or maintain the Premises or any portion thereof.

**SECTION 8.3    Obligation to Keep the Premises Clean.** Tenant shall keep the Premises, including the parking lot and sidewalks adjacent to the Premises and loading area allocated for the use of Tenant, clean and free from rubbish and debris at all times. Tenant shall store all trash and garbage within appropriate containers and in accordance with applicable law, and arrange for regular pickup and cartage of such trash and garbage at Tenant's expense.

**SECTION 8.4    Delivery of Premises.** Landlord shall deliver physical possession of the Premises to Tenant on the Commencement Date. On the Delivery Date, Tenant shall accept the Premises as per Section 2.2 (including the AS/IS conditions of the mechanical, electrical, plumbing, fire protection and heating, ventilating and air conditioning ("HVAC") systems). It is Tenant's obligation to determine whether the Premises thereon comply with all Legal Requirements.

## **ARTICLE IX REPAIRS AND ALTERATIONS**

### **SECTION 9.1    Right to Make Alterations.**

9.1.1 Tenant shall not demolish Building 1 or Building 2 located on the Premises on the date of this Lease, or demolish a substantial portion of the exterior walls, roofs and structures of Building 1 or Building 2, without the prior written consent of the Landlord, which consent may be withheld at the absolute discretion of the Landlord.

9.1.2 Except as limited in 9.1.1, above, prior to construction or installation of any new structure, building, improvement on the Premises or modification, minor demolition, interior demolition, removal of a portion of the second floor for expansion, renovation or alteration of any existing structure, building or improvement on the Premises (collectively "Construction"), the Tenant shall obtain the Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

9.1.3 For any structures, buildings or other improvements constructed by the Tenant on the Premises after the Commencement Date, the Tenant shall not demolish or alter said improvements until after the Tenant has obtained the Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, unless the Lease is in the last two years of the



Base Term, there the Landlord shall have the absolute discretion to withhold its consent.

9.1.4 All requests by Tenant to Landlord for approval in this Section 9.1.1, 9.1.2, and 9.1.3 shall be made by Tenant not less than thirty (30) days prior to the commencement thereof.

9.1.5 All Construction in 9.1.1 through 9.1.3 by Tenant shall be surrendered with the Premises upon the expiration or termination of the Term and shall become the property of Landlord.

9.1.6 Landlord and Tenant agree that the Barn has no value and may be required by the City to be removed or may be removed at Tenant's Option, which removal shall not occur prior to the payment of the Fifty Thousand Dollar (\$50,000) Security Deposit described in Section 1.3.2. Such demolition shall be in compliance with the construction requirements of Section 9.1.3.

**SECTION 9.2    Manner of Construction.** All Construction or demolition shall be performed by Tenant or its Contractors in a first-class and workmanlike manner and in accordance with all Legal Requirements, Insurance Requirements and the Plans and Specifications submitted therefor and approved by Landlord hereunder using licensed and insured contractors, subcontractors, mechanics and materialmen (together, "**Contractors**"). All work with respect to any Alterations must be diligently constructed to completion to the end that the Premises shall at all times be a complete unit except during the period of work. Tenant shall pay all costs, fees and expenses incurred in connection with Tenant's Work and shall indemnify and hold Landlord harmless therefrom. Landlord shall have no obligation to reimburse Tenant for any costs, fees or expenses or any other amounts.

**SECTION 9.3    Plans and Specifications.** All Construction or demolition shall be at Tenant's sole cost and expense. At least thirty (30) days prior to commencing such work, Tenant shall submit for Landlord's approval in Section 9.1, the plans and specifications for Tenant's Work (collectively, the "**Plans and Specifications**"), which shall be subject to the following requirements:

9.3.1 Architectural design of the space, including the floor plan, elevations and complete working drawings and specifications for the construction of a location appropriate for the Permitted Use, together with a certification from Tenant's architect or engineer that said plans comply with all Legal Requirements;

9.3.2 Mechanical drawings showing basic equipment, duct distribution and diffusers;



9.3.3 Electrical drawings showing floor and reflected ceiling plans, outlets, lighting fixtures, other electrical equipment and locations of panels and switchboards;

9.3.4 Plumbing drawings showing equipment, water line, gas line and sewer line(s);

9.3.5 Location and size of any roof or structural wall penetrations;

9.3.6 Location of telephone outlets, security systems, and the like to be installed;

9.3.7 Location, utility requirements and weight (if not floor mounted) of all equipment; and

9.3.8 Sign drawings for its exterior storefront sign(s).

Tenant shall submit those items listed above specified by Landlord in both CAD and PDF files in order for Landlord to review and approve the proposed Alterations pursuant to this Lease.

If Landlord disapproves any part or all of the Plans and Specifications, Landlord shall promptly notify Tenant thereof and shall indicate in reasonable detail to Tenant the nature of such revisions as must be made for them to be approved. Both Landlord and Tenant shall, promptly after receipt of such notice, incorporate any revisions required to satisfy disapproval of such Plans and Specifications and shall resubmit the same to the other party.

**SECTION 9.4 Construction Requirements.** Tenant shall not commence any Construction or demolition unless and until:

9.4.1 All Permits shall have been obtained by Tenant (if Construction does not require Permit(s), Tenant shall provide written notice of same). Landlord shall use commercially reasonable efforts to cooperate with Tenant and shall, upon the written request of Tenant, execute any documents necessary to be signed by Landlord to obtain any the Permits, all at no expense to Landlord;

9.4.2 All Required Tenant Insurance has been obtained and shall be in full force and effect, and certificates thereof evidencing same have been delivered to Landlord;

9.4.3 Landlord has approved the Plans and Specifications pursuant to this Section;

9.4.4 Landlord has approved Tenant's construction schedule;



9.4.5 Tenant has delivered to Landlord a copy of Tenant's general contractor's license;

9.4.6 Tenant shall comply with all construction requirements set forth herein.

**SECTION 9.5     Tenant Shall Not Render Premises Liable for Any Lien.**

9.5.1 Tenant shall have no right, authority, or power to bind Landlord, or any interest of Landlord in the Premises, nor to render the Premises liable for any lien or right of lien for the payment of any claim for labor, material, or for any charge or expense incurred to maintain, to repair, or to make alterations, additions, and no lien of the type defined, regulated or sanctioned under Part I or II of Chapter 713, Florida Statutes (2012), as amended, shall be placed against the Premises for or on account of the construction of any improvement upon the Premises or any repair, alterations, demolition or removal of such improvement, or for any other purpose, by any laborer, contractor, materialman or other person contracting with Tenant or its contractors.

9.5.2 All labors, mechanics, materialmen, contractors, subcontractors and others are called upon to take due notice of this clause, it being the intent of the parties hereby to expressly prohibit any such lien against the Landlord's title or interest by the use of this language as any in the manner contemplated by Part I or II of Chapter 713, Florida Statutes (2012), as amended.

9.5.3 Tenant agrees to promptly pay or bond any liens and further agrees to indemnify, promptly defend without demand and save harmless the Landlord from and against any loss, cost or expense occasioned by any lien placed on the title of the Premises or actionable against the Landlord or the Premises whether or not prohibited hereby, including the cost and expense of defending or removing the same, whether the claim therefore be with or without merit or valid or invalid.

9.5.4 Further, Tenant agrees to promptly notify any contractor making any improvements to the Premises of the provisions of this Lease contained in this paragraph. Landlord and Tenant agree a form memorandum of this Lease shall be recorded in the public records of Orange County in the form attached as Exhibit "C" to provide appropriate notice.

9.5.5 Tenant shall in no way be considered the agent of Landlord in the construction, erection, modification, repair, or alteration of the Premises.

9.5.6 Notwithstanding the above, Tenant shall have the right to contest the legality or validity of any lien or claim filed against the Premises. No contest shall



be carried on or maintained by Tenant after for any such lien or claim unless Tenant (i) shall have duly paid the amount involved under protest; or (ii) shall have procured and recorded a lien release bond from a bonding company acceptable to Landlord in an amount not less than one hundred ten percent (110%) of the amount involved; or (iii) shall have procured a stay of all proceedings to enforce collection. Upon a final adverse determination of any contest, Tenant shall pay and discharge the amount of the lien or claim determined to be due, together with any penalties, fines, interest, cost, and expense which may have accrued, and shall provide proof of payment to Landlord. Landlord shall have the right to post a notice of non-responsibility in connection with any alterations, additions, and improvements to the Premises.

## **ARTICLE X INDEMNITY AND INSURANCE**

**SECTION 10.1 Indemnification.** Tenant shall indemnify, defend without demand the Landlord, and protect Landlord, and hold Landlord harmless from any and all loss, cost, damage, death, personal injury, personal property damage or loss, property damage or loss, expense, liability (including, without limitation, court costs and reasonable attorneys' fees up to trial and on appeal) from any employee, customer, invitee, contractor, director, shareholder, trespasser of the Tenant and its agents incurred in connection with or arising at any time and from any cause whatsoever in or about the Premises during the Term (and the Due Diligence Period), other than damages caused by the acts or omissions of Landlord, or its agents, contractors or employees. The provisions of this Section shall survive the expiration or sooner termination of this Lease with respect to any claims or liability occurring prior to such expiration or termination and shall not be limited by reason of any insurance carried by Landlord and Tenant.

**SECTION 10.2 Insurance Company Requirement.** Tenant's insurance during the Term, shall be issued by companies holding a general policyholder's rating of A- or better as set forth in the most current issue of Best's Insurance Guide and authorized to do business in the state in which the Premises are located. If this publication is discontinued, then another insurance rating guide or service generally recognized as authoritative shall be substituted by Landlord.

**SECTION 10.3 Insurance Certificate Requirements.**

10.3.1 During the Term, upon Landlord's written request, Tenant shall deliver to Landlord evidence of the existence and amounts of the insurance with additional insured endorsements and loss payable clauses as required herein. No policy shall be cancelable or subject to reduction of coverage or other modification



except after thirty (30) days' prior written notice to Landlord. Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to any insurance coverage, shall be deemed to limit or restrict in any way the liability of Tenant arising under or out of this Lease.

10.3.2 The insurance required to be maintained herein may be carried under blanket policies.

#### **SECTION 10.4 Minimum Acceptable Insurance Coverage Requirements.**

10.4.1 Tenant shall, at Tenant's expense, obtain and keep in full force during the Term a policy of comprehensive general liability insurance (including products liability and completed operations coverage), comprehensive automobile liability insurance (including coverage for all owned, non-owned, leased, or hired vehicles), and liquor liability (dram shop) insurance if available, all in amounts at least equal to \$3,000,000 liability \$3,000,000 property and improvements for death, personal injury, and property damage, as well as worker's compensation policy, insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the state in which the Premises are located, including Employer's Liability insurance (or "Coverage B", whichever is greater) against any liability arising out of ownership, use, occupancy, or maintenance of the Premises and all of its appurtenant areas. The policy shall provide blanket contractual liability coverage. However, the limits of the insurance shall not limit the liability of Tenant. The insurance to be maintained by Tenant pursuant to this Section shall be primary and not contributory to any other insurance maintained by Landlord. Tenant reserves the right to modify the coverage in a commercially reasonable manner with prior notice to Owner.

10.4.2 Tenant shall, at Tenant's expense, obtain and keep in force during the Term a policy of insurance covering loss or damage to the Premises on an all-risk basis, including flood coverage up to the limits available in the National Flood Insurance program, from a financially-responsible insurance company(s), insuring the Premises and its contents (whether completed or under construction) for the full replacement value thereof. The insurance shall be in an amount not less than the full guaranteed replacement cost of the building(s) on the Premises (less slab, foundation, supports and other customarily excluded improvements). The policy shall contain only standard printed exclusions and include an agreed value endorsement waiving any co-insurance penalty, and an ordinance or law coverage endorsement covering increased costs resulting from changes in laws or codes and demolition and removal of the damaged structure. Any deductible payable in connection with such policy, together with any other form of self-insurance, shall be in an amount which is commercially reasonable. In addition, Tenant shall, at



Tenant's expense, obtain and keep in force during the Term a policy or policies of insurance covering loss or damage due to earthquake and flood (as provided above) if the Premises or any portion thereof is in a seismic hazard area or special flood hazard area. Tenant reserves the right to modify the coverage in a commercially reasonable manner with prior notice to Owner.

**SECTION 10.5 Additional Insured.** Tenant shall name Landlord as an additional insured on all property insurance. If requested to do so by its Leasehold Lender (hereinafter defined), Tenant shall name Tenant's Leasehold Lender as an additional insured on both its liability policies and its personal property policies.

**SECTION 10.6 Mortgage Endorsement.** If requested by Landlord, the policies of insurance required to be maintained hereunder shall bear a standard first mortgage endorsement in favor of any holder or holders of a first mortgage lien or security interest in the property.

**SECTION 10.7 Renewals, Lapses or Deficiencies.** Tenant shall, at least fifteen (15) days prior to the expiration of such insurance policies, furnish Landlord with renewal certificates of insurance or renewal binders. Should Tenant fail to provide to Landlord the renewals or renewal binders, or in the event of a lapse or deficiency of any insurance coverage specified herein for any reason, Landlord may immediately replace the deficient insurance coverage with a policy of insurance covering the Premises of the type and in the limits set forth above. Upon written notice from Landlord of the placement of insurance, Tenant shall immediately pay to Landlord, as additional rent, an amount equal to the total cost of premiums and expense of such insurance placement. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies.

**SECTION 10.8 Waiver of Subrogation.** Tenant and Landlord hereby waive and release any and all rights of recovery against each other, including, without limitation, employees and agents, arising during the Term for any and all losses (including, without limitation, loss of rental) or damage to property located within or constituting a part of the Premises, which loss or damage arises from any type of peril which is covered or could be covered by a Special Form policy. This waiver is in addition to any other waiver or release contained in this Lease. Tenant shall have its insurance policies issued in such form as to waive any right of subrogation that might otherwise exist and shall provide written evidence thereof to Landlord upon written request.



**ARTICLE XI**  
**PARTIAL AND TOTAL DESTRUCTION OF THE PREMISES**

In the event any part or all of the Premises shall at any time during the Term be damaged or destroyed, regardless of cause, Tenant shall give prompt notice to Landlord. Tenant shall repair and restore the Premises to its original condition, including buildings and all other improvements on the Premises, as soon as circumstances permit. Tenant shall have full use of and the right to apply any insurance proceeds available for such repair and restoration. Provided, however, in the event such damage affects more than thirty percent (30%) of the Premises and occurs during the last two (2) years of the Primary Term or during any Extension Period, Tenant may elect not to rebuild and may terminate this Lease and all insurance proceeds recovered by Tenant for the improvements shall be assigned, paid to and delivered to Landlord, and Tenant shall hold Landlord free and harmless from any and all liability of any nature whatsoever resulting from such damage or destruction and such repairs and restoration. Tenant, and not Landlord, shall be responsible for paying for any cost of repairs and restoration in excess of the proceeds available from insurance policies procured by Tenant. Tenant is not entitled to any Rent abatement during or resulting from any disturbance from partial or total destruction of the Premises, and, except as provided above, in no event shall Tenant be entitled to terminate this Lease.

**ARTICLE XII**  
**EMINENT DOMAIN / CONDEMNATION**

**SECTION 12.1** If the Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof (collectively "Taking"), then the following provisions shall apply.

**SECTION 12.2** If the Taking is for the entire Premises, a whole Taking, then the Lease shall automatically terminate and the Tenant and Landlord shall be relieved of the terms of the Lease except for Articles X and XXIII.

**SECTION 12.3** If the Taking is for part of the Premise (Partial Taking) which does not destroy or substantially reduce the usefulness of the Premise for which the Premises was leased, then the term of this Lease shall cease on the part of the Premises so taken or conveyed in lieu thereof, only, from the date of such taking or acquisition. The Lease shall continue and shall be reformed to delete the Taking from the Premises, the rent shall be reduced in an equitable manner in relation to the portion of the Premises so taken.



**SECTION 12.4** If the Taking is for part of the Premises so as to destroy or substantially reduce the usefulness of the Premises for the purposes of which the Premises was leased, then Tenant or Landlord shall be entitled to termination of this Lease at either party's sole option, within two (2) months after service of process on Tenant or Landlord in such condemnation suit or conveyance in lieu thereof, and any unearned rent or other charges paid in advance shall be refunded to Tenant and the Tenant and Landlord shall be relieved of the terms of the Lease except for Articles X and XXIII.

**SECTION 12.5** In any taking listed in Sections 12.1 through 12.4, above, the Landlord shall be entitled to receive and retain such portion of any damages awarded for such taking of the Premises as shall represent compensation for the value of the land, value of the improvements, including any improvements made by the Tenant to the Premises (except as may be allocated in Section 12.6 below), severance damages for the land and improvements, consequential damages to the remainder, and impairment or destruction of access or the value of any lease on the Premises including but not limited to the remaining term of the lease and any options thereto. ("**Landlord's Award**"). Except as provided Section 12.6, below, the Landlord's Award shall be the exclusive property of the Landlord and the Tenant waives its claim and assigns its rights to the Landlord's Award to the Landlord. Tenant specifically agrees that it has waived and assigned to Landlord any and all other claims that may exist in law or equity as to the valuation of the tenants leasehold estate or any other claims that it may have now and in the future, except as provided in Section 12.6.

**SECTION 12.6** So long as the Tenant is not in default under any term of this Lease, the Tenant shall be entitled to the prorata value, if any, for a portion of the value of the Tenant's additions or alterations to the improvements on the Premises that the Tenant had constructed on the Premises after receiving the approval of the Landlord in Article IX, above. The calculation of this prorata value shall be determined as follows: the total value of the improvements as constructed by the Tenant on the Premises and as approved by the Landlord, multiplied by a fraction the numerator of which is the number of years remaining on the initial term and options, and the denominator is 20. The value of the Tenants improvements shall be determined by the amounts claimed by the Tenant on building permit application(s) filed with the City of Orlando and provided to the Landlord.

**SECTION 12.7** For other claims of compensation for the Tenant, any portion of the award attributable to: (i) removing Tenant's Personal Property; (ii) damage or loss to Tenant's business and good will, including, without limitation, Tenant's lost profits to its business; and (iii) moving and relocation expenses, as may be



awarded or allowable under applicable law, if any, shall be the property of the Tenant.

## **ARTICLE XIII SUBLETTING**

**SECTION 13.1 Tenant's Right of Subletting.** Notwithstanding anything contained herein to the contrary, so long as no Event of Default has occurred and is continuing at the time of a sublease, Tenant may sublease all or a part of the Premises without Landlord's consent, provided Tenant gives Landlord written notice of the sublease and a copy of the sublease and Tenant remains primarily liable under this Lease.

### **SECTION 13.2 Continuing Obligation of Tenant in a Sublease.**

13.2.1 No sublease by Tenant permitted by this Article XIII shall release Tenant or change Tenant's primary liability to pay Rent and to perform all other obligations of Tenant under this Lease. Landlord's acceptance of rent from any other person is not a waiver of any provision of this Section.

13.2.2 If Tenant's, employees, contractors, agents, sublessee(s) ("Sublessees") defaults under this Lease, Tenant shall have a concurrent right to cure such default. Landlord may provide Tenant with written notice of such default if know by Landlord. If such default by Sublessees is not cured, Landlord may proceed directly against Tenant without pursuing remedies against the sublessee.

13.3.3 For purposes of this Lease, any action by a Sublessee shall be deemed an action of the Tenant upon which the Tenant shall be obligated to the Landlord under this Lease, as if its own act.

**SECTION 13.3 Landlord's Right of Assignment.** Landlord shall be free at all times, without need of consent or approval by Tenant, to assign its interest in this Lease and/or to convey fee title to the Premises. Each conveyance by Landlord of Landlord's interest in this Lease or the Premises prior to expiration or termination hereof shall be subject to this Lease and shall relieve Landlord of any further obligations or liability as landlord which accrue after the transfer as long as such transferee assumes Landlord's obligations hereunder in writing. Tenant shall look solely to Landlord's successor(s) in interest for all future obligations of Landlord accruing thereafter who shall assume such obligations. Tenant hereby agrees to attorn to Landlord's successors in interest, whether such interest is acquired by sale, transfer, foreclosure, deed in lieu of foreclosure, or otherwise upon notice and assumption of the Lease by such party. The term "Landlord" as used in this



Lease, so far as covenants and obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner at the time in question of the fee title of the Premises. Without further agreement, the transferee of such title shall be deemed to have assumed and agreed to observe and perform any and all obligations of Landlord hereunder during its ownership of the Premises.

**SECTION 13.4** Tenant shall not be allowed to assign the Lease without the written approval by Landlord which approval by Landlord shall not be arbitrarily or unreasonably withheld or delayed.

#### **ARTICLE XIV DEFAULT AND TERMINATION**

**SECTION 14.1** **Event of Default.** The occurrence of any of the following events (each an "**Event of Default**") shall constitute a default by Tenant:

14.1.1 Failure by Tenant to pay Rent when due; provided, however, if any payment of Rent is not received when due, Landlord shall notify Tenant in writing (a "**Late Notice**") as provided in Section 17.1, and Tenant shall have ten (10) days from the date of receipt of the Late Notice to make full payment of Rent, plus penalties, interest and attorneys' fees and costs..

14.1.2 If the late Rent is not paid within the ten (10) day period, then Tenant shall be in default of this Lease. Tenant shall be entitled to receive a Late Notice from Landlord only one (1) time in any Lease Year and thereafter failure to pay on a timely basis shall cause a default without the Late Notice.

14.1.3 Failure by Tenant to perform or comply with any provision of Article V, after the Landlord had provided fifteen (15) day notice to cure.

14.1.4 Failure by Tenant to perform or comply with any other provision of this Lease (other than as set forth in Sections 14.1.1 and 14.1.2, and in Article V,) if the failure is not cured within thirty (30) days after notice has been given to Tenant. If, however, the failure cannot reasonably be cured within the cure period, Tenant shall not be in default of this Lease if Tenant commences to cure the failure within the thirty (30) day cure period and diligently and in good faith continues to cure the failure within another thirty (30) days.

**SECTION 14.2** **Landlord's Remedies.** Landlord shall have, in addition to any other remedies available to Landlord at law or in equity (all of which remedies shall be distinct, separate and cumulative), any one or more of the following remedies after the occurrence of a default by Tenant.



14.2.1 Landlord may terminate this Lease by obtaining a court order of termination for a default in Sections 14.1.1, or 14.1.2, above. Upon securing such order of termination or other order by a court, the Landlord shall be entitled to exercise the rights under Section 14.2.4 through 14.2.5

14.2.2 For all other defaults other than the payment of rent in Sections 14.1.1 and 14.1.2, acts of maintenance, efforts to relet the Premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of this Lease. In this subsection, the Landlord shall be entitled to self-help and to exercise the rights under Sections 14.2.4 through 14.2.7 without having to seek order by any court of competent jurisdiction.

14.2.3 For defaults in Sections 14.1.3 and 14.1.4, Landlord without obtaining an order of a court of competent jurisdiction may re-enter and take possession of the Premises without terminating this Lease and without being liable for any damages, except to the extent caused by the acts or omissions of Landlord. In this subsection, the Landlord shall be entitled to self-help and to exercise the rights under Sections 14.2.4 through 14.2.7 without having to seek order by any court of competent jurisdiction.

14.2.4 Landlord may re-let the Premises to third parties, but has no obligation to do so. Reletting can be for a period shorter or longer than the remaining Term. Landlord's action under this Section is not considered an acceptance of Tenant's surrender of the Premises unless Landlord so notifies Tenant in writing. Tenant shall pay to Landlord the Rent on the dates the Rent is due, less the rent Landlord receives from any reletting (but not during any Extension Period), but in no event shall future rents be accelerated. If Landlord elects to relet the Premises without terminating this Lease, any rent received will be applied to the account of Tenant, not to exceed Tenant's total indebtedness to Landlord. No reletting by Landlord is considered to be for its own account unless Landlord has notified Tenant in writing that this Lease has been terminated. If Landlord elects to relet the Premises, rent that Landlord receives from reletting will be applied to the payment of: (i) first, any indebtedness under this Lease from Tenant to Landlord other than Rent due from Tenant; (ii) second, all costs, including maintenance, incurred by Landlord in reletting; and (iii) third, Rent due and unpaid under this Lease. After deducting the payments referred to in this Section, any sum remaining from the rent Landlord receives from reletting will be held by Landlord and applied in payment of future Rent as Rent becomes due under this Lease. If, on the date Rent is due under this Lease, the rent received from the reletting is less than the Rent due on that date, Tenant will pay to

Landlord, in addition to the remaining Rent due, all costs, including maintenance, Landlord incurred in reletting which remain after applying the rent received from the reletting. Tenant shall have no right to or interest in the rent or other consideration received by Landlord from reletting to the extent it exceeds Tenant's total indebtedness to Landlord.

14.2.5 Landlord shall have the right and authority to do whatever Tenant is obligated to do under the terms of this Lease.

14.2.6 The expenses incurred by Landlord in affecting compliance with Tenant's obligations under this Lease immediately shall become due and payable to Landlord as additional rent.

14.2.7 If Landlord retakes possession of the Premises, either with or without termination of this Lease, Landlord agrees to use commercially reasonable efforts to mitigate its damages. On termination of this Lease, Landlord shall have the right to recover from Tenant:

(a) Unpaid rent that accrued at the time of termination of this Lease; and

(b) Any costs or expenses, including, without limitation, reasonable attorney's fees and litigation costs, incurred by Landlord in enforcing this Lease, including those fees and costs on appeal.

The term "**rent**" as used in this Article XIV means all sums payable by or due by Tenant pursuant to this Lease, including, without limitation, all rent, additional rent, Taxes, and insurance.

**SECTION 14.3 Termination.** Notwithstanding the terms of Section 14.1 and 14.2, the following acts shall constitute termination of the Lease, without obtaining an order of a court of competent jurisdiction and Tenant shall immediately surrender the Premises within twenty-four (24) hour notice from the Landlord, whether posted on the property or as provided in Article XVII, and the Landlord may immediately re-enter and take possession of the Premises upon:

14.3.1 Failure to timely pay the Landlord the due diligence fees in Section 1.1;

14.3.2 The events of Section 1.1.4;

14.3.3 The events of Section 1.1.5;

14.3.4 The failure by Tenant to provide timely the notice to the Landlord under Section 1.1.6;



14.3.5 The failure by the Tenant to timely provide the Turnover Notice to the Landlord in Section 3.3;

14.3.6 The failure by the Tenant to timely pay the advance rent in Section 4.3;

14.3.7 Unless prohibited by Florida law, the (i) general assignment of the Tenant's business located on the Premises by Tenant for the benefit of creditors, (ii) filing by or against Tenant of any proceeding under any insolvency or bankruptcy law, unless, in the case of a proceeding filed against Tenant, the same is dismissed within one hundred twenty (120) days from the date of filing, (iii) appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant, unless possession is restored to Tenant within sixty (60) days of the appointment, or (iv) any execution or other judicially authorized seizure of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease, unless such seizure is discharged within sixty (60) days of date of the issuance of the order, notice or document of seizure.

14.3.8 The failure by the Tenant to timely pay the deposits in Section 1.3, or

14.3.9 If any of the payments to the Landlord referenced or listed in 14.3.1 through 14.3.6 are drawn on a check dishonored by the Tenant's bank for payment or the failure to comply with Section 17.2, below.

**SECTION 14.5 Surrender of Premises.** No act or thing done by Landlord or any agent or employee of Landlord during the Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in a writing signed by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord. Notwithstanding such delivery, Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been terminated properly. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or subtenancies affecting the Premises.

**ARTICLE XV  
RIGHT OF INSPECTION**

Landlord and Landlord's authorized representatives shall have the right after written notice to Tenant, to enter upon the Premises at reasonable hours for the purpose of inspecting the Premises.

**ARTICLE XVI  
WAIVER OF BREACH**

No waiver by Landlord of any breach of any one or more of the terms, covenants, conditions, or agreements of this Lease shall be deemed to imply or constitute a waiver of any succeeding or other breach. Failure of Landlord to insist upon the strict performance of any of the terms, conditions, covenants, and agreements of this Lease shall not constitute or be considered as a waiver or relinquishment of Landlord's rights to subsequently enforce any default, term, condition, covenant, or agreement, which shall all continue in full force and effect. The rights and remedies of Landlord under this Lease shall be cumulative and in addition to any and all other rights and remedies which Landlord has or may have.

**ARTICLE XVII  
NOTICES and PAYMENTS UNDER THE LEASE**

**SECTION 17.1 Notice Requirements.** All notices, requests, or demands herein provided to be given or made, or which may be given or made by either party to the other under this Lease, shall be given or made only in writing and shall be deemed to have been duly given: (i) on the date delivered when via national overnight courier service, properly addressed; or (ii) upon delivery, or if delivery is rejected when delivery was attempted, of properly addressed first class mail, postage prepaid with return receipt requested. The proper address to which notices, requests, or demands may be given or made by either party shall be the address set forth below or to such other address or to such other person as any party shall designate. Such address may be changed by written notice given to the other party in accordance with this Section.

**If to Landlord:** Jain West Livingston Avenue, LLC Attn: Manohar Jain  
4800 S. Apopka Vineland Road  
Orlando, FL 32819-3127  
Email: jainemergicare@aol.com

**If to Tenant:** Ace Orlando, LLC Attn: Mark McKee  
2324 W. 127th Street



Leawood, KS 66209-1374  
Fax Number: 605-271-3730  
Email: mmckee@acecafe.com

**With a required  
copy to:**

McDowell, Rice, Smith & Buchanan, P.C.  
Attn: Joe A. Harter  
605 West 47th Street, Suite 350  
Kansas City, Missouri 64112  
Fax Number: 816-753-9996  
Email: jah@mcdowellrice.com

**SECTION 17.2 Payments Under Lease, Late Fees, Dishonored Check Fees,  
and Collection Costs.**

17.2.1 Rent and all other payments due to Landlord under this Lease shall be paid in lawful money of the United States of America without offset or deduction, except as otherwise specifically provided in this Lease, to the name and at the address given above or to such other persons or parties or at such other places as Landlord may from time to time designate in writing, drawn on a national bank with offices open to the general public in Orange County, FL.

17.2.2 If Tenant shall fail to pay any Rent or other payment under this Lease within ten (10) business days after same is due or remains unpaid and not received by Landlord within ten (10) after same is due, Tenant shall pay a late charge of five percent (5%) of the amount due as additional rent. Such unpaid amounts shall bear interest at the Default Rate of eighteen percent (18%) of the amount due from the date due to the date of payment in full, which interest and late charges shall be paid by Tenant upon demand as Additional Rent.

17.2.3 If any check tendered by Tenant for rent or other payments due under this Lease is dishonored by the Tenant's bank or financial institution of the account upon which it is drawn, (e.g., insufficient funds, uncollected funds, account closed, payment stopped, etc.), then the Tenant shall pay a dishonored check fee of five percent (5%) of the amount due as additional rent. Such unpaid amounts shall bear interest at the Default Rate of eighteen percent (18%) of the amount due from the date due to the date of payment in full, which interest and late charges shall be paid by Tenant upon demand as Additional Rent.

17.2.4 Tenant acknowledges matters in Section 17.2.2 and 17.2.3 will or may cause Landlord to incur accounting, administrative and attorneys' fees and costs, and loss of use of funds not contemplated by this Lease, the exact amount of

such costs being extremely difficult and impracticable to fix. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of such late payment by Tenant.

17.2.5 Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, or prevent Landlord from exercising any of the other rights and remedies available to Landlord.

## **ARTICLE XVIII RELATIONSHIP OF THE PARTIES**

This Lease shall not be deemed or construed by the parties, nor by any third party, as creating the relationship of (i) principal and agent, (ii) partnership, or (iii) joint venture between the parties. Neither the method of computation of Rent nor any other provision of this Lease, or any acts of the parties, is other than in the relationship of Landlord and Tenant.

## **ARTICLE XIX SUBORDINATION, ATTORNMENT AND ESTOPPEL**

**SECTION 19.1 Subordination and Non-Disturbance.** Subject to the provisions of this Section, this Lease and the leasehold estate created hereby shall be, at the option and upon written declaration of Landlord, subject, subordinate, and inferior to the lien and estate of any liens, trust deeds, and encumbrances (each a "Mortgage"), and all renewals, extensions, or replacements thereof, now or hereafter imposed by Landlord upon the Premises; provided, however, that this Lease shall not be subordinate to any Mortgage unless and until Landlord provides Tenant with an agreement ("Non-Disturbance Agreement") signed and acknowledged by each holder of any Mortgage setting forth that so long as Tenant is not in default under this Lease beyond any applicable notice and cure periods provided to Tenant and any Leasehold Lender, Tenant's rights and obligations hereunder shall remain in full force and effect and Tenant's right to possession shall be upheld. The Non-Disturbance Agreement may contain additional provisions as are customarily and reasonably requested by secured lenders with liens encumbering real property security similar to the Premises, including, without limitation, Tenant's agreement to attorn as set forth in Section 18.2 below. Landlord shall deliver executed Non-Disturbance Agreements from any existing mortgagee with mortgages on the Premises prior to the Turnover Date. Tenant shall, promptly following a request by Landlord and after receipt of the Non-Disturbance Agreement, execute and acknowledge any subordination agreement or other documents required to establish of record the priority of any such



encumbrance over this Lease, so long as such agreement does not otherwise increase Tenant's obligations or diminish Tenant's rights hereunder.

Landlord shall deliver a Non-Disturbance Agreement within thirty (30) days after the Effective Date from (1) Yizhak Toledano regarding that certain agreement by and between Jain West Livingston Avenue, LLC, a Florida limited liability company, and Yizhak Toledano and/or his designee, and Orlando Land Trust, LLC, a Florida limited liability company, as evidenced by Memorandum of Property Owner and Guarantor Agreement Regarding Transfer of Title of Real Property in the Event of Default of Mortgage recorded in Official Records Book 9864, Page 2567, and (2) the holder of that certain Mortgage, Security Agreement, Assignment of Rents and Fixture Filing, executed by Orlando Land Trust, LLC, a Florida limited liability company, to Hillcrest Bank, a Kansas Bank, recorded February 23, 2006 in Official Records Book 8494, Page 4524, and modified in the Fourth Loan Modification and Assumption Agreement recorded January 15, 2009 in Official Records Book 9816, Page 7142, as affected by Subordination Agreement recorded February 23, 2006 in Official Records Book 8494, Page 4567, which documents are now held of record by Hillcrest Bank, National Association by virtue of assignment recorded in Official Records Book 10221, Page 989.

**SECTION 19.2 Attornment.** In the event of foreclosure of any Mortgage, whether superior or subordinate to this Lease, then (i) this Lease shall continue in full force and effect; (ii) Tenant's quiet possession shall not be disturbed if Tenant is not in default hereunder beyond any applicable notice and cure periods provided to Tenant and any Leasehold Lender; (iii) Tenant shall attorn to and recognize the mortgagee or purchaser at foreclosure sale (the "**Successor Landlord**") as Tenant's landlord for the remaining Term; and (iv) the Successor Landlord shall not be bound by (a) any payment of Rent for more than one (1) month in advance except for prepayments provided in the Lease; (b) any material amendment, modification, or termination of this Lease without the Successor Landlord's consent after the Successor Landlord's name is given to Tenant, unless the amendment, modification, or termination is specifically authorized by this Lease and does not require Landlord's prior agreement or consent; and (c) any liability for any act or omission of a prior landlord. At the request of the Successor Landlord, Tenant shall execute a new lease for the Premises, setting forth all of the provisions of this Lease except that the term of the new lease shall be for the balance of the Term.

**SECTION 19.3 Estoppel Certificate.** Each party shall execute and deliver to the other party, within twenty (20) days after receipt of a request, an estoppel

certificate or other statement to be furnished to any prospective purchaser of or any lender against the Premises or the building ("Lender"). Such estoppel certificate shall acknowledge and certify each of the following matters, to the extent each may be true: that this Lease is in effect and not subject to any rental offsets, claims, or defenses to its enforcement; the commencement and expiration dates of the Term; that Tenant is paying Rent on a current basis; that any improvements required to be furnished under this Lease have been completed in all respects; that this Lease constitutes the entire agreement between Tenant and Landlord relating to the Premises; that Tenant has accepted the Premises and is in possession thereof; that this Lease has not been modified, altered, or amended except in specified respects by specified instruments; that Tenant has no notice of any prior assignment, hypothecation, or pledge of rents of this Lease; and such other matters as reasonably may be requested. Tenant shall also, upon request of Landlord, certify and agree for the benefit of any Lender that Tenant will not look to such Lender: as being liable for any act or omission of Landlord; as being obligated to cure any defaults of Landlord under this Lease which occurred prior to the time Lender, its successors or assigns acquired Landlord's interest in the Premises by foreclosure or otherwise, as being bound by any payment of Rent or additional rent by Tenant to Landlord for more than one (1) month in advance except for prepayments provided in the Lease; or as being bound by Landlord to any material amendment or modification of this Lease without Lender's written consent.

**SECTION 19.4 Tenant Mortgage.** If after three (3) years from the Commencement Date, the Tenant may mortgage its leasehold interest under this Lease, (i) so long as such mortgage shall not attach, encumber or lien the Landlord's estate in the Premise and shall not subordinate any existing or future Landlord mortgage recorded or applied against the Premises, (ii) so long as the Tenant is not in default under this Lease beyond any applicable notice and cure periods provided to Tenant, and (iii) the Tenant Mortgage is in a form acceptable and approved by the Landlord, which approval shall not be unreasonably withheld.

Cure of a default hereunder by a Leasehold Lender shall have the same effect as a cure by Tenant. Leasehold Lender shall execute a Non-Disturbance Agreement presented by the Landlord.

#### **ARTICLE XX ATTORNEYS' FEES**

In any action for breach of or to enforce the provisions of this Lease, the prevailing party shall be entitled from the other to the payment of its attorneys' fees and costs, including those attorneys' fees and costs incurred on appeal,



## **ARTICLE XX CONSENT**

Whenever Landlord's consent is required hereunder, such consent shall not be unreasonably or untimely withheld or delayed, except as provided herein.

## **ARTICLE XXII AUTHORITY TO MAKE LEASE; COVENANT OF QUIET ENJOYMENT**

**SECTION 22.1 Full Power and Authority to Enter Lease.** The parties covenant and warrant that each has full power and authority to enter into this Lease.

**SECTION 22.2 Quiet Enjoyment.** Subject to the provisions of this Lease, Landlord covenants and warrants that Tenant shall have and enjoy full, quiet, and peaceful possession of the Premises, its appurtenances and all rights and privileges incidental thereto during the Term, as against all persons claiming by, through, or under Landlord (specifically excluding any mortgages of the Landlord on the Premises which are addressed in Section 19.

**SECTION 22.3 No Violation of Covenants and Restrictions.** Tenant leases the Premises subject to all encumbrances, covenants, conditions, restrictions, easements, rights of way, and all other matters of record affecting the Premises. Tenant shall not violate, permit a violation, or cause Landlord to violate any recorded covenants and restrictions affecting the Premises. Tenant shall defend, indemnify, and hold harmless Landlord from any costs or expenses incurred from such a violation.

## **ARTICLE XXIII HAZARDOUS MATERIAL**

**SECTION 23.1 Environmental Compliance.** For its use of the restaurant, entertainment, restoration or any other business on the Premises, Tenant shall not cause or permit the (i) Discharge of any Hazardous Material onto the Premises or adjacent roadways or properties or (ii) use of any Hazardous Material in or about the Premises by Tenant, its agents, employees, contractors, sublessees, or invitees which is not handled, maintained and disposed of in accordance with Environmental Law. Discharge means the definitions contained in Chapter 376, Florida Statutes.

The term "Hazardous Material" means any substance, material, or waste which is hazardous or toxic and as to which liability or standards of conduct are imposed under any Environmental Law. "Hazardous Material" includes, without limitation,

any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," or "hazardous material," by any local or state Environmental Law, (ii) "petroleum," "petroleum product" "petroleum products," "petroleum storage system," or "mineral acid" as defined within Chapter 376, Florida Statutes (iii) asbestos or an asbestos- containing material, (iv) designated as a "hazardous substance" pursuant to the Federal Water Pollution Control Act, (v) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, (vi) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), or (vii) "hazardous substances," "pollutants," "pollution," "drycleaning solvents," as defined in Section 376.301, Florida Statutes (2011).

The term "Environmental Law" shall mean any law, statute, regulation, order, or rule now or hereafter promulgated by any governmental entity, whether local, state, or federal, relating to pollution or protection of the environment, including, without limitation, the following: the Clean Air Act; the Resource Conservation and Recovery Act, as amended by the Hazardous Waste and Solid Waste Amendments of 1984; CERCLA, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Toxic Substances Control Act; the Federal Insecticide, Fungicide and Rodenticide Act, as amended; the Safe Drinking Water Act; the Hazardous Liquid Pipeline Safety Act; the Hazardous Materials Transportation Act; and the National Environmental Policy Act, Chapters 376, Florida Statute, as the same may be amended from time to time.

**SECTION 23.2** If the Tenant needs to use, store, or bring upon the Premises any type of Hazardous Material as defined above, Tenant shall first obtain the written approval of the Landlord, which approval shall not be unreasonably withheld.

**SECTION 23.3** Under no circumstance shall the Tenant install, operate, construct or use on the Premises any buried fuel or storage tank containing Hazardous Material.

**SECTION 23.4** Tenant is expressly prohibited (i) from engaging in any business that sells or stores for sale Hazardous ~~Waste~~ <sup>Materials</sup> on the Premises or (ii) from selling, offering for sale or storing for sale Hazardous Materials on the Premises.

**SECTION 23.5** If (i) Tenant breaches the obligations stated above in Section 23.1 through 23.4, above, (ii) the Discharge (as that term is defined in Chapter 376, Florida Statutes) or presence of Hazardous Material on the Premises results in contamination of the Premises, or (iii) if contamination of the Premises by Hazardous Material otherwise occurs during the Term and Landlord is not



responsible for causing the contamination, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs (including, without limitation, court costs, reasonable attorneys' fees, and costs incurred in connection with any investigation, cleanup, remediation, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision), expenses, liabilities, or losses (collectively, "Losses") which arise during or after the Term under any Environmental Law as a result of such breach or contamination, except to the extent any such Losses have resulted from the gross negligence or willful misconduct of Landlord. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused or permitted by Tenant results in any contamination of the Premises, Tenant shall promptly take all actions required by Environmental Laws at its sole expense with respect to such contamination.

**SECTION 23.7 Survival.** Provisions of this Article XXIII shall survive termination of this Lease or any sale of the Premises to the Tenant.

#### **ARTICLE XXIV GENERAL PROVISIONS**

**SECTION 24.1 Gender; Number.** The use of (i) the neuter gender includes the masculine and feminine and (ii) the singular number includes the plural, whenever the context requires.

**SECTION 24.2 Headings.** Headings in this Lease are inserted for the convenience of reference only and do not define, describe, or limit the scope or the intent of this Lease or any of its terms.

**SECTION 24.3 Exhibits.** All attached exhibits are a part of this Lease and are incorporated in full by this reference. Except as specifically provided herein, if any provision contained in any exhibit hereto is inconsistent or in conflict with any provision of this Lease, the provisions of this Lease shall supersede the provisions of such exhibit and shall be paramount and controlling.

**SECTION 24.4 Entire Agreement.** This Lease contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Lease.

**SECTION 24.5 Drafting.** This Lease shall not be construed more strictly against one party than the other because it may have been drafted by one of the parties or its counsel, each party having contributed substantially and materially to the negotiation and drafting hereof.

**SECTION 24.6 Modification.** No modification, waiver, amendment, discharge, or change of this Lease shall be valid unless it is in writing and signed by the party against which the enforcement of the modification, waiver, amendment, discharge, or change is or may be sought.

**SECTION 24.7 Joint and Several Liability.** If any party consists of more than one person or entity, the liability of each such person or entity signing this Lease shall be joint and several.

**SECTION 24.8 Governing Law.** This Lease shall be construed and enforced in accordance with the laws of the state of Florida, with venue in Orange County, Florida. Both the Landlord and the Tenant submit to the jurisdiction of the State Courts of Florida to resolve all disputes. In the event any provision contained in this Lease is inconsistent or in conflict with local law, custom, or practice, the provisions of this Lease shall supersede and shall be paramount and controlling.

**SECTION 24.9 Time of Essence.** Time is of the essence of every provision of this Lease.

**SECTION 24.10 Severability.** In the event any term, covenant, condition, or provision of this Lease is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, or provision is invalid or void, shall in no way affect the validity or enforceability of any other term, covenant, condition, or provision of this Lease.

**SECTION 24.11 Successors and Assigns.** Except as otherwise provided herein, all terms of this Lease shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and assigns.

**SECTION 24.12 Independent Covenants.** This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent, and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense, except as specifically provided in this Lease, or to any offset of the rent or other amounts owing hereunder against Landlord, except as specifically provided in this Lease; provided, however, the foregoing shall in no way impair the right of Tenant to commence a separate action against Landlord for any violation by Landlord of the provisions hereof so long as notice is first given to Landlord and any Lender (of whose address Tenant has theretofore



been notified) and an opportunity is granted to Landlord and such Lender to correct such violation as provided above.

**SECTION 24.13 Brokers.** Landlord and Tenant each represent and warrant to the other that, other than any broker listed in Summary Section P, they have not entered into any additional written contractual arrangements with, or promised to pay any additional broker's fee, finder's fee, commission or other similar compensation to, or otherwise agreed to compensate, any real estate agent or broker in connection with this transaction. In the event of a claim for a broker's fee, finder's fee, commission or other similar compensation in connection herewith, Landlord, if the claim is based upon any agreement alleged and shown to have been made by Landlord, hereby agrees to indemnify and hold Tenant harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Tenant may sustain or incur by reason of such claim; and Tenant, if the claim is based upon any agreement alleged and shown to have been made by Tenant, hereby agrees to indemnify and hold Landlord harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Landlord may sustain or incur by reason of such claim. The provisions of this Section shall survive the termination of this Lease. The Landlord shall pay a four percent (4%) commission on the Commencement Date of the Lease per the terms of the Commission Agreement executed on May 18, 2012 to Tenant's Broker as set forth in Summary Section P. Tenant will have the right to offset rent payments until commissions due to Tenant's Broker are paid in full.

**SECTION 24.14 Limitation of Landlord's Liability.** Notwithstanding anything contained in this Lease to the contrary, Landlord shall not incur any liability beyond Landlord's interest in the Premises upon a breach of this Lease, and Tenant shall look exclusively to such interest in the Premises for the payment and discharge of any obligations imposed upon Landlord under this Lease.

**SECTION 24.14 Counterparts.** This Lease may be executed in multiple counterparts by the use of separate signature pages, which will be fully effective and legally binding on all parties executing the Lease, whether or not executed contemporaneously. An executed copy and/or facsimile or electronically scanned copy of the Lease is and shall be deemed an original for all intents and purposes. The parties further agree that signature pages of the Lease may be exchanged via facsimile transmission or email and that a facsimile or electronic signature of any of the parties shall be the same as an original.

**SECTION 24.15 Landlord Facility Use.**

24.15.1 Landlord (including Manohar Jain and his wife and children) shall be allowed the use of the Premises and set up at no charge for a party up to 400 people and related parking on the Premises to be held on a Saturday evening for up to a total of two times per each Lease Year.

24.15.2 The parties shall be in the months of May or June, and the month of October or the first two Saturdays in the Month of November. The Landlord and Tenant shall mutually determine the exact date for such parties two (2) to twelve (12) months in advance. However, the first party shall be held Sunday November 3, 2013, if the Plaintiff has opened its business on the Leased Premises. Tenant shall provide the Landlord notice by August 3, 2013 if the Leased Premises is not open to the general public prior to November 3, 2013.

24.15.3 The party(s) location on the Premises shall include the interior of Buildings 1 and 2 including the stage, unless the Landlord agrees otherwise. Tenant shall rope off the party(s) of the Landlord. While other areas of the Premises may remain open for use by the Tenant, no other use of the Premises by the Tenant shall conflict with the Landlord's use.

24.15.4 The party(s) will run from 5 pm until 11pm and will be at no rental charge to Landlord, or rental deduction from the payments due under this Lease.

24.15.5 Food and alcohol may be brought in by the Landlord but must comply with all health code requirements. Tenant shall provide at its cost the service staff for the Landlord party(s). If Landlord charges for any alcohol, the alcohol served must comply with all alcohol related laws for sale or service. No cover or corkage fee shall be charged by Tenant for alcohol, beverages, or food supplied by Landlord. However, if Tenant supplies any food, beverage or alcohol, the Tenant may charge its customary rates.

[EXECUTION ON FOLLOWING PAGES]



IN WITNESS WHEREOF, the parties have executed this Lease as of the date above first written.

Signed, sealed and delivered  
in the presence of:

Melanie Richmond  
Print Witness Name: Melanie Richmond  
As to Landlord  
Thomas P. Callan  
Print Witness Name: Thomas P. Callan  
As to Landlord

Landlord:

Jain West Livingston Avenue, LLC  
a Florida corporation

By: Manohar Jain  
Name: M. Jain  
Title: managing member

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged by me this 20 day of March, 2013 by Manohar Jain as Managing Member of Jain West Livingston Avenue, LLC, a Florida corporation on behalf of the corporation, who is ☐ personally known to me or ☐ produced the following identification: \_\_\_\_\_, and who did not take an oath.



THOMAS P. CALLAN  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE148925  
Expires 12/9/2015

Thomas P. Callan  
Signature of Notary Public  
Print Notary Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[Affix Notary Seal]

Signed, sealed and delivered  
in the presence of:

Bobby P. Latta  
Print Witness Name: Bobby P. Latta  
As to Tenant  
Steve Glum  
Print Witness Name: STEVE GLUM  
As to Tenant

TENANT:

Ace Orlando, LLC,  
A Florida limited liability company

By: Mark McKee  
Name: Mark McKee  
Title: President

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath..

See Attached  
Signature of Notary Public  
Print Notary Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[Affix Notary Seal]

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of VENTURA

On 03-18-13 before me, BILAL SEDDIQ, NOTARY PUBLIC  
(Here insert name and title of the officer)

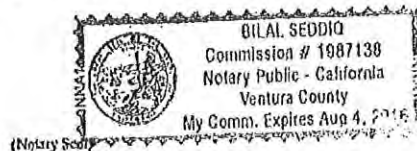
personally appeared MARK D MCKEE

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Bilal Seddiq  
Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signed(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document sign(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-used if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ♦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ♦ Indicate title or type of attached document, number of pages and date.
    - ♦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- \* Securely attach this document to the signed document



## **Exhibit A**

The property located at 100 West Livingston Street in the City of Orlando that has the parcel number 26-22-29-0017-01-000 and as is described in the deed recorded in OR BK 9816 PG 7141 Public Records of Orange County, FL.





## Exhibit B

Prepared by and Return to:  
Thomas P. Callan, Esq.  
Callan Law Firm, P.A.  
921 Bradshaw Terrace  
Orlando, FL 32806

### Agreement of Inspection and Confidentiality Agreement

THIS Agreement is entered into on March 18, 2013, between JAIN WEST LIVINGSTON AVENUE, LLC, a Florida limited liability company ("Landlord"), and ACE ORLANDO, LLC, a Florida limited liability company ("Tenant"), with reference to the recitals set forth below whose address is 100 W. Livingston, concerning the real property described below.

#### 1. Inspections; Continuing Right of Entry.

(a) For the Inspection of the Leased Premises outlined in section 1.1 and 1.2 of the Lease Tenant agrees to coordinate entry and all physical invasions of the Leased Premises through Landlord, and subject to any rights of any tenants. Landlord hereby grants to Tenant and Tenant's consultants and agents, full right of entry upon the Leased Premises during the Inspection Period.

(b) Tenant as a condition precedent to exercising such right of entry, specifically agrees to defend, indemnify and save and hold Landlord harmless from and against any loss, damage, liability, suit, claim, cost or expense (including reasonable attorneys' fees, including attorneys' fees on appeal) arising from any actions by Tenant and/or Tenant's Tenants, planners, engineers, surveyors, architects, agents, consultants or any other entity going upon the Leased Premises as a result of Tenant's invitation (hereinafter "Tenant's Agents"), of such right of entry and inspection.

(c) Tenant also agrees that if Tenant or Tenant's Agents damage the Leased Premises as a result borings, physical tests, examinations, or otherwise, if Tenant does not lease the Leased Premises, Tenant will then promptly repair the Leased Premises to its original condition.

(d) In the event the results of the inspections, investigations and evaluations are, for any or no reason whatsoever, in Tenant's sole opinion, unacceptable to Tenant and Tenant so notifies Landlord of that fact within the Due Diligence Period outlined in the Lease or any extensions thereto. If Tenant fails to give Landlord written notice of Tenant's election to terminate the Lease within the Due Diligence Period, Tenant shall be deemed to have accepted the results of the inspection.

(e) Prior to any architect, landscape architect, engineer, surveyor, land planner, designer, laborer, materialmen, lienor, or other person (hereinafter collectively "Lienor") coming on the Leased Premises and prior to any Lienor contracting for or furnishing any labor, materials, or supplies, Tenant shall obtain from such Lienor a Waiver (the form of supplied by the Landlord) and furnish an originally signed copy of the Waiver to Landlord. The Waiver shall be furnished to Landlord at least two (2) business days prior to any Lienor furnishing any labor, materials or supplies or going on the Leased Premises.

(f) If any mechanic's or other liens or claims shall be filed against the Leased Premises, or any part thereof or against Landlord by reason of or arising out of entry in the Leased Premises for any labor or materials furnished or alleged to have been furnished or to be furnished to or for Tenant, its agents, servants, representatives, or contractors, or at or on the Leased Premises, or any part thereof, or by reason of any inspections, surveying, planning, or due diligence review of the Leased Premises, or any part thereof, Tenant shall, within ten (10) days after written notice from Landlord either pay such lien or claim or cause the same to be bonded off the Leased Premises in the manner provided by law. Tenant shall also defend on behalf of Landlord, at Tenant's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of such liens or claims and Tenant shall pay for any damage and discharge any judgment entered thereon.

## 2. Confidentiality.

(a) Any information concerning the Leased Premises that is presented by Landlord to Tenant or that Tenant obtains, determines or is provided during the Due Diligence Period (Inspection Data) shall be confidential and proprietary, the property of the Landlord, and the contents of the files and records of the Inspection Data shall not be disclosed by the Tenant or any employee, officer, director, shareholder, subtenant, contractor, vendor of the Tenant to any third party. The confidentiality of the above records shall apply whether the records are in writing, computer format, audio or visual presentations, power point, photographs, text, email, telephone etc.

(b) Tenant agrees that Tenant or any employee, officer, director, shareholder, subtenant, contractor, vendor of the Tenant shall not release or divulge any Inspection Data to any third party or person.

## 3. Remedies of Landlord for Breach

Any breach of the terms of this agreement by Tenant, or Tenant's employees, officers, directors or shareholders, or agents of the Tenant, if occurring after the Commencement Date or if then discovered after the Commencement Date shall be an Event of Default as defined in Article XIV of the Lease, and the Landlord shall have the remedies contained in Section 14.2 of the Lease, as the selection of the Landlord, and the rights contained in Article XIV of the Lease.



IN WITNESS WHEREOF, the parties have executed this Lease as of the date above first written.

Signed, sealed and delivered  
in the presence of:

Landlord:

Jain West Livingston Avenue, LLC  
a Florida corporation

Print Witness Name: \_\_\_\_\_  
As to Landlord

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Print Witness Name: \_\_\_\_\_  
As to Landlord

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged by me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of Jain West Livingston Avenue, LLC, a Florida corporation on behalf of the corporation, who is ☐ personally known to me or ☐ produced the following identification: \_\_\_\_\_, and who did not take an oath.

[Affix Notary Seal]

Signature of Notary Public  
Print Notary Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

TENANT:  
Ace Orlando, LLC,  
A Florida limited liability company

Print Witness Name: \_\_\_\_\_  
As to Tenant

By: \_\_\_\_\_

Name: \_\_\_\_\_

Print Witness Name: \_\_\_\_\_  
As to Tenant

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

[Affix Notary Seal]

Signature of Notary Public  
Print Notary Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## Exhibit C

Prepared by and Return to:  
Thomas P. Callan, Esq.  
Callan Law Firm, P.A.  
921 Bradshaw Terrace  
Orlando, FL 32806

### MEMORANDUM OF LEASE

THIS is a Memorandum of that certain unrecorded Lease Agreement ("Lease") dated March 18, 2013, between JAIN WEST LIVINGSTON AVENUE, LLC, a Florida limited liability company ("Landlord"), and ACE ORLANDO, LLC, a Florida limited liability company ("Tenant"), with reference to the recitals set forth below whose address is 100 W Livingston, concerning the real property described below.

1. Lessor and Lessee have entered into a lease agreement dated as of the date hereof (the "Lease"), in which Lessee is granted lease of the commonly known located at 100 W. Livingston Avenue, Orlando, Florida in the County of Orange in the State of Florida whose permanent property tax number and legal description are attached as Exhibit A (collectively, the "Property").

2. Lessor does hereby rent and lease to Lessee the Property, and Lessee does hereby rent and lease from Lessor the Property, subject to the term and conditions of the Lease, for the 10-year lease term beginning upon the commencement date.

3. This Memorandum of Lease is subject to all of the terms, conditions and understandings set forth in the Lease, which are incorporated herein by reference and make a part hereof, as though copied verbatim herein. The provisions of this Memorandum of Lease constitute only a general description of the content of the Lease with respect to matters set forth herein. Accordingly, third parties are advised that the provisions of the Lease itself shall be controlling with respect to all matters set forth herein. In the event of any discrepancy between the provisions of the Lease and this Memorandum of Lease, the provisions of the Lease shall take precedence and prevail over the provisions of this Memorandum of Lease.

Executed as of the date first written above.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Lease to be duly executed under their respective corporation seals by their respective officers there unto duly authorized.

Signed, sealed and delivered  
in the presence of:

LESSOR:

Print Witness Name: \_\_\_\_\_  
As to Lessor

Address: \_\_\_\_\_



Print Witness Name: \_\_\_\_\_  
As to Lessor

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public  
Print Notary Name: \_\_\_\_\_

[Affix Notary Seal]

My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

Lessee:

\_\_\_\_\_  
Print Witness Name: \_\_\_\_\_  
As to Lessee

\_\_\_\_\_, a  
Florida corporation

By: \_\_\_\_\_  
\_\_\_\_\_  
(printed name)  
\_\_\_\_\_  
(title)

\_\_\_\_\_  
Print Witness Name: \_\_\_\_\_  
As to Lessee

Attest: \_\_\_\_\_  
Secretary

Date \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged by me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, who is ☐ personally known to me or ☐ produced the following identification: \_\_\_\_\_, and who did not take an oath.

\_\_\_\_\_  
Signature of Notary Public  
Print Notary Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[Affix Notary Seal]