

## CENTRAL PARKING GARAGE LEASE AGREEMENT

### AMENDMENT TWO TO LEASE AGREEMENT BETWEEN CITY OF ORLANDO, FLORIDA AND QUE RICO, LLC, A FLORIDA LIMITED LIABILITY COMPANY

This Amendment Two to Lease Agreement is made and entered into to be effective as of the \_\_\_ day of \_\_\_\_\_, 2014, by and between **City of Orlando, Florida**, a municipal corporation organized and existing under the laws of the State of Florida ("Landlord"), and **Que Rico, LLC**, a Florida limited liability company, whose address is 310 E Harwood Street, Orlando, FL 32801 (herein "Tenant").

#### RECITALS

A. Tenant has leased space in the Central Parking Garage ("Garage") in Orlando, Florida, from Landlord, per Lease Agreement between City of Orlando, Florida and Quo Rico, LLC dated October 22, 2012 ("Lease").

B. The parties amended the lease per Amendment One to Lease Agreement dated May 6, 2013, for the purpose of adding space for the placement of a liquid propane storage tank ("Tank") to be used to supply liquid propane for Tenant's business.

C. It has become necessary to change the location of the storage tank in accordance with the terms and conditions of this amendment.

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

**1. Incorporation of Recitals.** The parties confirm that the foregoing Recitals are true and correct and are incorporated herein by reference.

**2. Expansion of Premises.** The parties hereby modify the location of the Premises to the extent necessary to delete from the Premises the current location of the Tank and add the new location of the Tank as identified in **Exhibit "A"** attached hereto and made a part hereof. Deleted from the Premises is the area previously added in Amendment One to this Lease.

**2. Nonexclusive Easement.** Landlord hereby grants Tenant a nonexclusive easement one (1) foot in width on each side of the line connecting the Tank Location to the Premises as identified on **Exhibit "A"**. The easement shall automatically terminate at the same time the Lease does. The purpose of the easement shall be restricted to and be for the construction, installation, maintenance and operation of an underground LP gas line to connect the liquid propane gas tank to facilities located within the Premises. The nonexclusive easement granted in Amendment One to the Lease is hereby terminated as of no further use in conjunction with the Lease.

**3. Incorporation of Original Lease Terms.** All terms and conditions of the original

Lease and Amendment One thereto not in conflict herewith are incorporated herein by reference and made a part hereof. To the extent there is any implied or express conflict between the terms and conditions of this Amendment and the original Lease, the terms and conditions hereof shall control.

This Amendment has been executed to be effective as of the date set forth above.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument for the purpose herein expressed to be effective as of the date first set forth above.

**LANDLORD: CITY OF ORLANDO**

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

Mayor/Pro Tem

Executed on \_\_\_\_\_, 2014

Attest:

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

Alana C. Brenner, City Clerk

Witnesses:

(1) Sign: \_\_\_\_\_

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

(2) Sign: \_\_\_\_\_

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

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

\_\_\_\_\_, 2014.

\_\_\_\_\_  
Assistant City Attorney

**TENANT:**

**QUE RICO, LLC, a Florida limited liability company**

Witnesses:

\_\_\_\_\_  
W. Raleigh Thompson,  
As Its Manager

Signed on: \_\_\_\_\_, 2014

Sign: \_\_\_\_\_

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

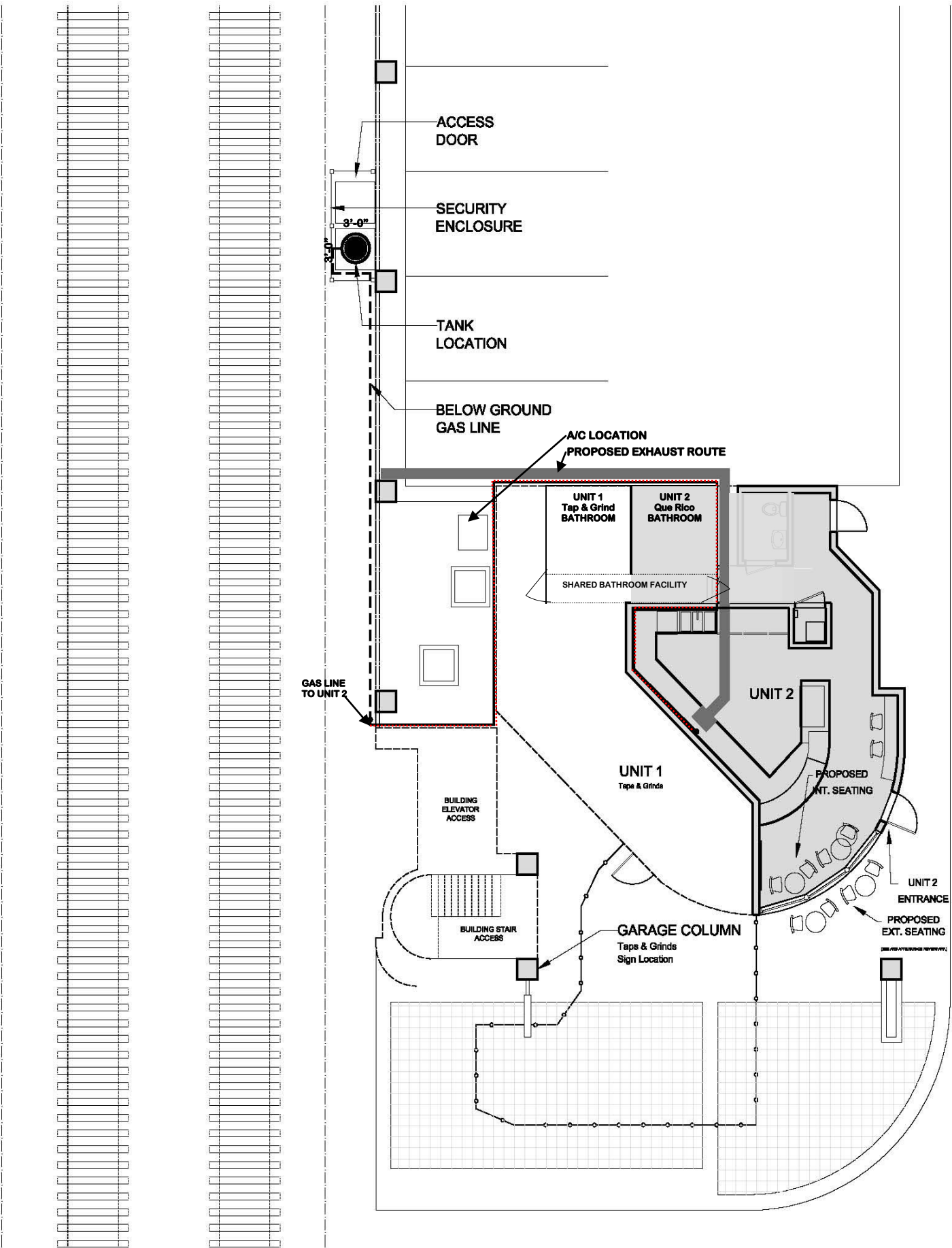
Sign: \_\_\_\_\_

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

# Exhibit "A"

PLAN (SUPER RICO)

SCALE 1" = 6'



↑ North

W CENTRAL BLVD