

**CENTRAL PARKING GARAGE LEASE AGREEMENT
BETWEEN**

CITY OF ORLANDO, FLORIDA, a Florida municipal corporation

And

**SUPERRICO COLUMBIA, LLC, a Florida limited liability company f/k/a
Que Rico, LLC, a Florida limited liability company**

This **AMENDED AND RESTATED LEASE** (herein "Lease") is made and entered into this _____ day of _____, 2015, by and between the **CITY OF ORLANDO, FLORIDA, a Florida municipal corporation**, whose address is 400 S. Orange Avenue, Orlando, FL 32801 (herein "Landlord"), and **SUPERRICO COLUMBIA, LLC, a Florida limited liability company, f/k/a Que Rico, LLC, a Florida limited liability company**, whose address is 310 E Harwood Street, Orlando, FL 32801 (herein "Tenant").

RECITALS

A. Landlord and Tenant previously entered into Central Parking Garage Lease Agreement dated October 22, 2012, for certain property located within the Central Parking Garage near the intersection of West Central Blvd and North Gertrude Ave in Orlando, Florida ("Original Lease"). The Original Lease has been amended twice to add space for the installation of a liquid propane tank for carrying on the Intended Use of the Premises. The Original Lease as amended currently encumbers the land which has as its street address 57 W. Central Blvd, Orlando, Florida, specifically described as Parcel #1 in **Exhibit "A"** attached hereto and made a part hereof.

B. Tenant has requested Landlord to lease additional space to Tenant to which Landlord has agreed.

C. Tenant desires to add to the Premises, Parcel #2 as designated in **Exhibit "A"** attached, which has as its street address 62 West Washington Street, Orlando, Florida. The Premises shall be used solely for the operation of a restaurant serving a variety of foods and nonalcoholic beverages ("Restaurant").

D. It is the intent of the parties in amending and restating the Lease to replace the Original Lease, adding Parcel #2 to the Premises and modifying other certain terms and conditions as set out herein.

E. Tenant agrees that the business development provisions hereof provide a benefit to both parties and is a material part of the inducement to Landlord to enter into this Lease.

NOW THEREFORE, in consideration of the premises, and other good and valid consideration, the receipt and sufficiency of which are acknowledged by each party to the other, it is agreed the Original Lease is hereby replaced in its entirety so that the terms and conditions of

this Lease shall read as follows:

ARTICLE 1. GRANT AND TERM

1.1 Premises. Landlord does hereby lease, let and demise unto Tenant and Tenant does hereby lease from Landlord the Premises being shown and outlined on **Exhibit "A"** containing approximately fifteen hundred forty-six (1,546) gross square feet, to have, hold and use the same as Tenant for and during the term of the Lease in accordance with and upon the covenants, agreements, promises and conditions stipulated and agreed upon between the parties as set out herein. The Premises subject to this Lease is identified as Parcels "1" & "2" as shown on **Exhibit "A"**.

1.2 Sidewalk Café. Only upon written permission granted by the Real Estate Division Manager for the City of Orlando, may Tenant apply for a Sidewalk Cafe Permit ("Permit") from the City's Permitting Department. Until a Permit is applied for, all fees are paid and a permit has been granted, Tenant may not occupy or place any improvements or other personal property on the sidewalk fronting the Premises. If at any time a Permit is not renewed or is terminated, Tenant shall immediately remove from the sidewalk all Tenant improvements including but not limited to furniture and all other personal property Tenant has placed on the sidewalk. In the event Tenant acquires a Permit, notwithstanding anything contained in or authorized by that Permit, Tenant shall at no time occupy any part of the 36 inches of the sidewalk closest to the street.

1.3 Parking. In addition to the Premises, Tenant shall have the use of two (2) parking spaces in the Garage at no additional charge at locations determined by Landlord. Tenant is encouraged to enter into an agreement with the City's Parking Division to accommodate the needs of patrons and customers using the Restaurant, for parking charged at rates offered from time to time to the general public.

1.4 Term of Lease. The term of the Lease originally began on October 22, 2012, which has remained in effect to this date. The terms and conditions of this Lease (as amended and restated) shall become effective as of July 1, 2015, ("Commencement Date") to end at 11:59 p.m. on June 30, 2018 ("Expiration Date") ("Modified Term"). So long as Tenant has abided by all terms and conditions of this Lease during the Modified Term, the Lease may be extended by agreement of the parties two (2) times for one (1) year(s) each, on terms acceptable to each party in its sole and absolute discretion.

1.5 Quiet Enjoyment. Landlord covenants that Tenant is entitled to the quiet, peaceful enjoyment and use of the Premises during the term and any renewal term of this Lease, so long as Tenant shall faithfully keep and perform all covenants, promises and agreements of this Lease.

1.6 Landlord's Access to Premises. Notwithstanding the foregoing, Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, performing any services required of Landlord, showing the same to prospective purchasers, lenders, or tenants, taking such safety measures, making such alterations, repairs, improvements or additions to the Premises or to the Garage as Landlord may reasonably deem necessary or desirable and for installing, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises so long as there is no material adverse affect on Tenant's use of the Premises. Landlord at any time, on or about the Premises or the

Parking Garage may place "For Sale" signs, and Landlord may at any time during the last 120 days of the term hereof place on or about the Premises "For Lease" signs.

1.7 Sharing of Restroom Facilities. With regard to Parcel #1, Tenant shares common-boundary walls with another unit Landlord leases within the Garage ("Adjacent Unit"). The Adjacent Unit is currently occupied. The Premises and the Adjacent Unit each has one (1) bathroom within its boundaries. The lease for the Adjacent Unit includes a provision whereby the bathroom in that unit shall be shared with Tenant and the patrons of Parcel #1. Likewise, the bathroom in Parcel #1 shall also be shared with the tenant and patrons of the Adjacent Unit. Doors have been installed in both units to a common hallway that provides access to the bathrooms in both units. Tenant hereby irrevocably grants to the current and all future tenants (and those tenants' patrons) in the Adjacent Unit, the right to share in the use of Tenant's restroom facilities via the common hallway as depicted in attached **Exhibit "B"** hereby made a part hereof. **Exhibit "B"** depicts the area within Tenant's and the Adjacent Unit's respective premises, which will be subject to the access and use rights provided in this subsection. The tenants and business patrons in both units shall have the right to access and use both bathrooms as shown on **Exhibit "B"**.

Tenant acknowledges that the restroom in Parcel #1 has been installed utilizing superior materials and equipment and has been constructed in a superior manner. In consideration for Landlord's agreement to lease the Premises to Tenant, Tenant shall take such steps as necessary to maintain the restroom and hallway within the Premises used to access the restroom, in good clean working order and to the same level of improvement and condition it was in on the commencement date of the Original Lease. Likewise, should Tenant or any of its patrons damage the restroom, Tenant shall immediately repair the facility to the same level of improvement and condition it was in prior to such loss. The current and all future tenants of the Adjacent Unit will provide Tenant and Tenant's business patrons the same access and maintenance benefits with respect to restroom and common hallway facilities of the Adjacent Unit. To the extent Tenant or any of Tenant's patrons damage the restroom facilities in the Adjacent Unit, Tenant shall be responsible for all costs and expenses associated with any needed repairs. Likewise, the tenant in the Adjacent Unit shall be responsible for all costs and expenses associated with any needed repairs to the restroom and common hallway facilities in the Premises caused by that tenant or any of its patrons.

In consideration for Landlord's agreeing to consent to such an arrangement, Tenant agrees to indemnify and hold harmless Landlord, its elected and appointed officials, other officers, employees, contractors and agents ("Indemnified Parties") from any and all claims, demands, liabilities and losses any of the Indemnified Parties may suffer in any way arising out of Tenant's sharing of the restroom facilities as provided herein. Tenant further acknowledges that neither Landlord nor Landlord's staff represents Tenant in the preparation of this Lease or the restroom access provisions hereof, and Tenant has been advised to seek its own legal counsel to determine the adequacy of any legal protections it may deem necessary with respect to this arrangement.

Tenant acknowledges and agrees to address any access and usage issues concerning the restroom facilities solely with the current tenant and any future tenants of the Adjacent Unit. Landlord shall have no obligation to enforce any provisions of this Lease concerning the current tenant and any future tenants of the Adjacent Unit, with respect to the shared usage of the restroom facilities as provided herein. Landlord's only obligation with respect to the sharing of restrooms shall be to provide that whenever Landlord enters into a lease for the Adjacent Unit, Landlord will ensure that a comparable restroom sharing arrangement is also included in that

lease. Tenant agrees to look solely to the current tenant and any future tenants in the Adjacent Unit in resolving any disputes which may arise concerning use of the shared restroom facilities.

ARTICLE 2. RENT, TAXES, UTILITIES & SECURITY DEPOSIT

2.1 Monthly Rent. Beginning on the Commencement Date and continuing throughout the remaining initial term of this Lease, Tenant shall pay to Landlord, without prior demand, deduction or set-off, a combination of Base Rent, prorated Leasehold Tax, and applicable Florida State Sales Tax. Base Rent has been calculated at the rate of Seventeen and 80/100 Dollars (\$17.80) per square foot of Premises containing fifteen hundred forty-six (1,546) gross square feet. On the Rent Commencement Date, Tenant shall pay in advance to Landlord Base Rent in the amount of Two Thousand Two Hundred Ninety-Three and 23/100 Dollars (\$2,293.23), plus prorated Leasehold Tax and applicable sales tax (collectively herein referred to as "Monthly Rent"). Tenant shall continue to pay Monthly Rent on the first day of each and every calendar month thereafter up to and including the first day of the month immediately preceding the month in which the first anniversary of the Commencement Date occurs. Beginning on the first day of the month during which the first anniversary of the Commencement Date occurs, the Base Rent amount shall increase five percent (5%) over the Base Rent amount paid in the month immediately prior thereto. Tenant shall continue to pay that new Base Rent amount for one (1) year thereafter. Likewise, on the first day of the month during which each anniversary of the Commencement Date occurs for the remainder of the term of this Lease, Base Rent shall increase five percent (5%) over the Base Rent amount required to be paid in the month immediately prior thereto. Should the term of this Lease be renewed, it is anticipated, but not finally agreed that the Base Rent will also increase five percent (5%) per year, as determined by Landlord in its sole and absolute discretion.

2.2 Leasehold Tax. As part of the Monthly Rent, Tenant shall pay to Landlord the prorated amount required for the Leasehold Tax assessed against the Premises. The Leasehold Tax is an ad valorem tax assessed on the Premises by the Orange County Property Appraiser. The annual Leasehold Tax assessed on the Premises shall be prorated on a monthly basis and paid with the Monthly Rent in the amount shown below and held in a separate account by Landlord for payment of Tenant's tax obligation at such time prescribed by the Orange County Tax Collector. The amount collected is an estimate of the taxes owed by Tenant and is subject to adjustment based upon the actual Leasehold Tax due. In the event the amount of Leasehold Tax paid by Tenant to Landlord exceeds the actual tax liability, the excess tax paid by Tenant may be refunded to Tenant or retained for the succeeding year tax liability, whichever is deemed appropriate exclusively by Landlord. In the event the amount of Leasehold Tax paid by Tenant to Landlord is less than the actual tax liability, Tenant shall pay the balance due to Landlord no later than ten (10) calendar days from Tenant's receipt of written notice from Landlord that the balance is due. The Prorated Leasehold Tax is calculated as follows, but is subject to change based upon the Property Appraiser's annual assessment:

$\$3,240.00$ (Estimated annual leasehold tax liability) \div 12 months = $\$270.00$ per month.

2.3 Florida State Sales Tax. As part of Monthly Rent, Tenant shall be responsible for any applicable sales and use taxes (or any excise taxes imposed in lieu thereof), that may now or hereafter be levied by the State of Florida or any other governmental unit on all payments due under this Lease that may be classified as rent by such taxing authorities. The current State of

Florida Sales Tax in Orange County, Florida is 6.5%.

2.4 Returned Check Fee. If any check for rent or other sums due hereunder received by Landlord is returned by a financial institution for insufficient funds, in addition to any other right or remedy available to Landlord as a result of such default, Tenant shall pay Landlord a returned check fee in the maximum amount allowed by Florida law to reimburse Landlord for the costs and expenses associated with such returned check. The current amount allowed is Forty Dollars (\$40.00).

2.5 Late Charges. If rent due under this Lease is not paid by the fifth (5th) day of the month, a late charge equal to ten percent (10%) of the amount due shall become due and payable immediately. If, during the term of the Lease, Tenant incurs two (2) late charges (either separately or consecutively), the third late charge and any subsequent late charges shall be fifteen percent (15%), or at Landlord's option, the Lease shall be in default. If the full amount of rent and late fees due remain unpaid by the fifteenth (15th) day of the month, the late fee doubles. In the event that Landlord declares a default in this Lease, Tenant shall vacate the Premises within twenty (20) days after receiving written notice of the default or be considered a hold-over tenant as described in **Section 12.6** herein.

2.6 Method of Payment. All rental payments shall be paid in check, cash, cashier's check, or money order to the City of Orlando and mailed or hand-delivered to the Real Estate Manager, City of Orlando, 7th Floor, City Hall, 400 South Orange Avenue, Orlando, Florida 32801. In the event any payment received by Landlord is returned by the bank for insufficient funds, all future payments must be paid in cash, cashier's check or money order.

2.7 Utilities. Tenant shall be responsible for arranging and paying for all utilities needed for use of the Premises, including but not limited to electricity, water, telephone, cablevision, television and solid waste collection. Utilities must be paid within ten (10) days of receipt of each bill or before the actual due date, whichever occurs first

2.8 Security Deposit. A Security Deposit in the amount of Three Thousand One Hundred Five and 54/100 Dollars (\$3,105.54) has been paid by Tenant to Landlord at the time of the execution of this Lease. This Security Deposit shall be held by Landlord as security for the performance of all obligations of Tenant under this Lease. While Landlord holds the Security Deposit, Landlord shall have no obligation to pay interest thereon, unless required to do so by Florida law, and shall have the right to commingle the Security Deposit with Landlord's other funds. Landlord shall have thirty (30) days after such time when it should be paid, to return the Security Deposit or notify Tenant of Landlord's intention to impose a claim against the Security Deposit for damages, unpaid rent or other amounts due under the Lease. However, if the determination of any amount to be paid by Tenant to Landlord, or of Tenant's pro rata share of real estate taxes as set forth in this Lease, or the like, is not available at the expiration or earlier termination of the Lease, Landlord may retain such portion of the Security Deposit as Landlord believes in the exercise of Landlord's good faith judgment is an appropriate reserve against such future liability of Tenant and return only the balance of such deposit pending the final determination and payment of all such amounts owed by Tenant to Landlord.

Landlord shall have the right from time to time without prejudice to any other remedy Landlord may have on account thereof to apply the Security Deposit, or any part thereof, to Landlord's damages arising from any default on the part of Tenant. If any portion of the Security

Deposit is so used, applied, or retained, Tenant will, within 5 days after written demand, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. In no event shall Landlord be obligated to apply the Security Deposit. Tenant may not apply the Security Deposit to payment of rent or the performance of other obligations. The Security Deposit will not be deemed a limitation on Landlord's damages or a payment of liquidated damages or a payment of the Rent due for the last month of the term. Landlord shall have the same rights and remedies for the nonpayment by Tenant of any amounts due on account of the Security Deposit as Landlord has hereunder for the failure of Tenant to pay rent.

2.9 Interest. All Rent not paid within ten (10) days after it is due under this Lease shall bear interest at the rate which is lesser of: (a) eighteen percent (18%) per annum, or (b) the highest rate of interest permitted to be charged under Florida law, accruing from the date the obligation arose through the date payment is actually received by Landlord. It is the intention of Landlord and Tenant to comply with the laws of the State of Florida, and it is agreed that notwithstanding any provision to the contrary in this Lease, no such provision shall require the payment or permit the collection of any interest in excess of the maximum amount of interest permitted by law to be charged in the collection of Rent and other sums due under this Lease ("Excess Interest"). If any Excess Interest is provided for, or is adjudicated to be provided for in this Lease, then in such event (a) the provisions of this section shall control; (b) Tenant shall not be obligated to pay any Excess Interest; (c) any Excess Interest that Landlord may have received shall be refunded to Tenant; and (d) this Lease shall be deemed to have been reformed and amended to delete any requirement for Excess Interest, which could be interpreted as requiring such a payment.

2.10 Additional Rent. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Monthly Rent, shall be generally known as "Additional Rent". Except as otherwise provided, all Additional Rent payments are due and payable ten (10) days after delivery of an invoice and shall be collectible and otherwise enforceable on the same terms and conditions as Monthly Rent.

ARTICLE 3. MAINTENANCE, REPAIR AND CASUALTY

3.1 Maintenance and Repair of Premises. At its own expense, Tenant shall at all times keep the Premises and all exterior entrances, plate glass and other windows to the exterior of the Premises, glass and moldings, partitions, doors, floors surfaces, fixtures, light bulbs, ballasts, other equipment and appurtenances thereof in good order, condition and repair and in a reasonably satisfactory condition of cleanliness, including reasonably periodic interior painting of the Premises. Tenant shall also be responsible for the following:

A. Food Service Equipment. Tenant shall establish and perform preventative routine maintenance programs on its food service equipment in accordance with manufacturers' recommendations.

B. Grease Traps and Recycling. Tenant shall comply with City's Oil and Grease Management Program per Section 30.15 of the City Code. Tenant shall be responsible for the professional maintenance of the grease traps, including but not limited to removal of grease to avoid spillage, recycling of grease and pumping of grease traps in compliance with Section 30.15 of the City Code.

C. Pest Control. Tenant, at its sole expense, shall engage exterminators to control vermin and pests on at least a monthly basis. Such extermination services shall be supplied in all areas where food is prepared, dispensed or stored and in all areas where trash is collected and deliveries are made.

D. Fire Safety Equipment. Tenant shall install and maintain fire extinguishers, sprinkler systems and other fire protection devices as may be required from time to time by any agency having jurisdiction of such matters, or the insurance underwriters insuring the Garage.

E. Safety Regulations. Tenant shall comply with all Occupational Safety Health Administration ("OSHA"), Americans with Disabilities Act ("ADA"), fire and health regulations applicable to the Restaurant and Tenant's services.

F. Health & Safety Inspections. As part of its maintenance program, Tenant shall keep an up-to-date log of all requisite health, safety and other legally required inspections of the Premises, and forward to Landlord complete copies of all reports generated as a result of the inspections, within five (5) days of Tenant's receipt of each inspection report. If Tenant receives more than five (5) critical violations in each of any three (3) reports issued within any twelve (12) month period by a State of Florida health inspector, Landlord reserves the right to engage an independent vendor to perform quarterly compliance audits on the Restaurant, at Tenant's expense, not to exceed a cost of Twelve Hundred and No/100 Dollars (\$1,200.00) per year.

If (a) Tenant does not maintain or repair the Premises as required hereunder to the reasonable satisfaction of Landlord, or (b) Landlord, in the exercise of its sole discretion, determines that either emergency repairs or maintenance is necessary or (c) repairs or replacements to the Premises are made necessary by any act, omission or negligence of Tenant, its employees, subtenants, assignees, concessionaires, contractors, invitees, licensees or visitors, then in any of such events Landlord may complete the maintenance or make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay as Additional Rent Landlord's cost for making such repairs plus ten percent (10%) for overhead, upon presentation of a bill. All bills shall include interest from the date such repairs were billed by the contractor(s) making such repairs. Additionally, Tenant shall be responsible for the maintenance of any other improvements or items as may be required in other provisions of the Lease.

3.2 Maintenance and Repair Outside of Premises and Garage. Landlord shall maintain and repair the heating, ventilation and air conditioning system (HVAC), serving the Premises, except as otherwise provided herein. Within a reasonable period after receipt of written notice from Tenant, Landlord shall make necessary structural repairs to the exterior walls, roof, foundations, load-bearing items, plumbing, pipes, and conduits located outside the Premises. Notwithstanding the foregoing, Tenant shall maintain and repair the components of all such items inside the Premises. Further, Landlord shall not be required to make any repairs made necessary by any act, omission or negligence of Tenant, any concessionaire, or any of their employees, agents, invitees, licensees, visitors and contractors.

3.3 Casualty Damage to Either Premises or Garage. If at any time during the term of this Lease the Garage is damaged by fire or other casualty, not caused by a negligent or willful act of Tenant, which prevents Tenant from making substantial use of the Premises or Landlord from making substantial use of the Garage, Landlord may at Landlord's option either (i) repair such damage in a reasonable manner and time at Landlord's expense, but not Tenant's fixtures, equipment or tenant improvements, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this Lease as of the date of the occurrence of such damage, in which event this Lease shall terminate as of that date.

In the event Landlord repairs or restores the Garage pursuant to the provisions of this **Section 3.3**, and any part of the Premises is not usable prior thereto (including loss of use due to loss of access or essential services), the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated, provided (1) the damage was not the result of the negligence or malicious act of Tenant, and (2) such abatement shall only be to the extent the operation and profitability of Tenant's business as operated from the Premises is adversely affected. Except for the abatement of rent, if any, Tenant shall have no claim against Landlord for any losses suffered by reason of any damage, destruction, repair or restoration. Landlord and Tenant agree that Landlord shall not be responsible in any way for costs, expenses or losses of Tenant, including, but not limited to, costs of relocation, replacement premises, insured, uninsured or underinsured loss of or damage to contents, improvements, loss of business, lost profits, betterments or equipment.

If it is apparent Landlord will not be able to complete the restoration and repair within six (6) months after such occurrence or if Landlord commences repairs but does not complete them within six (6) months, Tenant may at Tenant's option cancel and terminate this Lease by giving Landlord written notice at any time prior to the commencement or completion, respectively, of such repair or restoration. In such event this Lease shall terminate as of the date of such notice. Tenant agrees to cooperate with Landlord in connection with any such restoration and repair.

ARTICLE 4. CONDUCT OF BUSINESS BY TENANT

4.1 Intended Use of Premises. Tenant may use the Premises for the Intended Use only, which shall be for conducting a restaurant business serving food and nonalcoholic beverages, doing business under Tenant's trade name of "Super Rico", in compliance with the City of Orlando Land Development Code. No other uses shall be permitted without the prior written consent of Landlord. Tenant shall continuously use and occupy the Premises only for the Intended Use, in keeping with first-class standards of quality, respect, decorum, integrity, finesse, and stability. Tenant shall not use, permit or suffer the use of the Premises for any other purpose. Tenant shall conduct its business in the Premises solely under Tenant's trade name. Tenant shall warehouse, store, and stock in the Premises only goods, wares, and merchandise that Tenant intends to offer for sale at, in, from, or upon the Premises.

Nothing contained in this Lease shall be construed as giving Tenant an express or implied exclusive use in the Garage, as all such provisions are for the benefit of Landlord in promoting marketing within the Garage. Tenant shall have no right to require that Landlord enforce any exclusive uses within the Garage, should Landlord elect not to do so. Tenant acknowledges however that there may be provisions in other lease agreements within the Garage, which grant

exclusive use rights, and the provisions of this Lease and others for space within the Garage concerning the Intended Uses are in the nature of restrictive covenants running with the land.

4.2 Prohibition on Sale of Alcohol Tobacco and Lottery Tickets. The sale of alcoholic beverages, tobacco products and lottery tickets on or from the Premises is prohibited.

4.3 Conduct of Business. Beginning on the Commencement Date and continuing throughout the Lease Term, Tenant shall actively and continuously conduct its business upon one hundred percent (100%) of the Premises for at least a minimum of any seven (7) hours per day between 4:00 p.m. and 11:00 p.m., on any five (5) days each week for a minimum of 35 hours per week ("**Minimum Business Hours**"). Tenant shall post the hours the Premises will be open for business on a convenient location near the entrance so that it can be seen from the sidewalk in front of the Premises. Interruption of Tenant's business because of any act of war, strike, fire, the elements, governmental action, or other cause beyond the reasonable control of Tenant shall not constitute a default under this article, but no interruption of business shall affect Tenant's responsibility to pay any form of rent due under this Lease. Tenant shall conduct its business in strict conformance with any rules and regulations promulgated by Landlord from time to time ("Rules and Regulations").

4.4 Quality of Products and Service. Tenant recognizes the quality of food and beverages sold at the Restaurant is a matter of highest concern and is the essence of this Agreement. All food and beverages sold at the Restaurant shall conform in all respects to all applicable federal, state, and county health statutes, codes, ordinances and regulations. All food and beverages offered for sale at the Restaurant shall be stored and handled with due regard for sanitation. All food products sold to individuals shall be prepared and handled so as to provide fresh, high-quality products.

4.5 Operational Standards. Tenant shall provide service in the Restaurant also in accordance with the following guidelines:

A. Tenant shall provide an Operating Concept, service and product quality at a level at least equal to or better than Tropical Smoothie restaurants in Orlando. For purposes of this Lease, the terms "Operating Concept" shall refer not only to the foregoing but also to Restaurant hours of operation and menus for all food and beverage service at the Restaurant complete with pricing.

B. Tenant shall accept at least two (2) major credit cards for payment of any customer charges.

C. Tenant shall post and display all menu items and prices for the Restaurant. All signs must be consistent with the graphics of the Restaurant and must be approved by Landlord. Handwritten signs are not permitted.

4.6 Personnel.

A. If at any time Landlord finds the actions, performance, or conduct of any of Tenant's employees to be harmful or detrimental to the operation, image, or success of the Garage, Landlord shall advise Tenant of the specific circumstances and the parties shall attempt

to mutually resolve the situation. If resolution cannot be reached, Landlord may require removal of the employee from the Restaurant.

B. Tenant will maintain high standards of quality in its hiring and training practices. Tenant agrees that its employees shall be of sufficient number so as to properly conduct operations at a high standard of service quality. Tenant's employees shall maintain a high standard of grooming, uniform, and conduct. Employees of Tenant shall be neatly attired in uniforms.

4.7 Outdoor Displays and Maintenance in Common Areas. In conformance with this Lease and any Rules and Regulations in effect, Tenant may maintain during Business Hours an outdoor menu board display on the sidewalk immediately adjacent to the Premises; provided Tenant obtains the appropriate sign permit in compliance with the requirements of City. Tenant shall also maintain the sidewalk adjacent to the Premises at all times in compliance with the accessibility requirements of the ADA, all applicable provisions of the Orlando City Code ("City Code") and authorizing permits.

4.8 General Use Requirements

A. Tenant shall procure and maintain all permits, licenses and approvals, and pay all taxes, fees and other charges required for the transaction of its business on the Premises, and otherwise use the Premises in compliance with all applicable laws, rules and regulations of federal, state, county, municipal and all other regulatory authorities.

B. Tenant shall not commit or suffer any waste and will not make any use of the Premises which would constitute a nuisance or which would violate any municipal, county, state or federal statute, ordinance, rule or regulation.

C. Tenant shall not use the Premises for any purpose that will invalidate any policy of insurance, or increase any premium to be paid, now or hereafter written on any improvements located on the Premises or any other part of the Garage.

D. Tenant shall keep the Premises and the sidewalks, service ways and loading areas adjacent to the Premises neat, clean and free from rubbish, insects and pests at all times.

E. Tenant shall store promptly for removal all trash and garbage from the Premises. Tenant shall properly prepare all trash and garbage for collection in the manner and at the times specified by Landlord. Landlord may require Tenant to deliver the trash and garbage to a designated off-site disposal location.

F. All loading and unloading of goods shall be done only at such times and only in such areas and through such entrances as may be designated for such purposes by Landlord. Trailers or trucks shall not be permitted to remain parked overnight in any area of the Garage whether loaded or unloaded. Tenant shall not use or operate any machinery that, in Landlord's opinion, is harmful or disturbing to other tenants in the Garage.

G. Tenant shall maintain all display windows free of signs and other obstructions, in a neat, attractive condition, displaying only merchandise and other materials promoting the business authorized as an Intended Use for the Premises. Tenant shall keep all

display windows, exterior lights and signs well illuminated during the hours that the store and/or office is to be open for business. In order to maintain an attractive exterior appearance Landlord shall have the right to approve all window coverings and any other items, which are visible from the exterior of the Premises. Tenant shall not display merchandise on the exterior of the building for sale or promotional purposes.

H. Tenant shall not conduct within the Premises any fire, auction or bankruptcy sales.

I. Tenant shall not permit any objectionable or unpleasant odor to emanate from the Premises; place or permit any radio, television, loud speaker or amplifier on the roof or outside the Premises or where the same can be seen or heard from outside the Premises; place an antenna, awning or other projection on the exterior of the Premises; solicit business or distribute leaflets or other advertising material in the Garage; take any action which in the exclusive but reasonable judgment of Landlord would constitute a nuisance or would disturb or endanger customers or other tenants or unreasonably interfere with their uses of their respective premises; or do anything which in the exclusive but reasonable judgment of Landlord would tend to injure the reputation of Landlord.

J. Tenant shall use as its advertised business address the address of the Premises. Tenant shall not use the address for any purpose other than as the address of the business to be conducted by Tenant in the Premises, and Tenant shall not acquire any property right in or to any name, which contains the name of the Garage or as a part thereof. Any permitted use by Tenant of the name of the Garage during the term of this Lease shall not permit Tenant to use, and Tenant shall not use the name of the Garage after the termination of this Lease or at any other location. Tenant's agreement in this regard shall survive termination or expiration of this Lease.

K. Tenant shall comply with all Rules and Regulations as Landlord may establish from time to time applicable to the Premises and Garage. Tenant's failure to keep and observe the Rules and Regulations shall constitute a breach of this Lease in the same manner as if they were contained herein as covenants. Notice of rules, regulations, amendments and supplements thereto, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all of them, provided that the same shall apply uniformly to all tenants of the Garage.

L. No use of the Premises shall be offensive to the neighborhood or the Garage by reason of noise or traffic. No illegal activity shall be conducted on the Premises. As part of the marketing in accordance with the Intended Uses, Tenant may play music within the Premises, but the volume shall be limited so as not to disturb others outside of or on the sidewalks adjacent to the Premises.

M. No propane or other combustible gas tanks shall be kept on the Premises without the express written consent from Landlord, which may possibly be granted only if in compliance with all safety and health related laws, rules and regulations.

N. Tenant covenants that it will not use, generate, store or dispose of hazardous waste materials upon the Premises and agrees to save harmless and indemnify Landlord against all loss and damage resulting from Tenant's breach of this covenant, including but not limited to

court costs, attorney fees, fines, forfeitures, cleanup expenses, repairs, loss of use of property, and all similar or dissimilar losses. This indemnity shall continue in full force and effect after termination of this Lease and any renewal term hereof. The term “hazardous waste materials” includes all chemicals, substances, and materials, which are defined to be hazardous or toxic waste or hazardous substances in any federal or state statute, or any local ordinance, or any regulation adopted by any state, federal or local agency.

ARTICLE 5. IMPROVEMENTS

5.1 Premises Improvements. To the extent Landlord approves, Tenant shall design, construct, install and equip the Premises at its sole cost and expense (“Improvements”). Tenant shall obtain all necessary building permits and approvals associated with the Improvements and pay for all applicable permitting and associated impact fees. Tenant shall submit two (2) sets of plans and specifications for the proposed Improvements (the “Plans”) to Landlord’s Real Estate Division Manager. Landlord’s Real Estate Division Manager shall have thirty (30) calendar days from receipt of the Plans to approve, deny or request changes to the Plans. Landlord’s failure to approve, deny or request changes to the Plans within the allotted time shall constitute approval of the Plans. The Premises shall be constructed and improved in accordance the Plans approved by Landlord’s Real Estate Manager. Tenant shall not construct any Improvements without the prior, written consent of Landlord.

Landlord’s review (and approval or denial) of the Plans, shall be based upon Landlord’s ownership of the Premises and this Lease, and not upon Landlord’s status as a governmental or regulatory body. No approval by Landlord of the Plans shall constitute a representation, warranty or opinion as to compliance with applicable building, health, environmental, or safety codes or other applicable state, federal or local laws, codes or regulations including the Americans with Disabilities Act. Sole responsibility for such compliance shall lie with Tenant.

In addition to the requirements of this Lease, Tenant shall submit all required documents, drawings, plans, specifications, etc., to, and obtain all required license(s), permit(s), and approval(s) from the appropriate governmental or regulatory authority having jurisdiction, including, but not limited to, City of Orlando acting in its governmental or regulatory capacity. Further, as a condition to the approval of the plans and specifications, Tenant shall obtain and deliver to Landlord a signed statement from the general contractor acknowledging that no construction liens may be placed against property owned by a governmental entity such as the City, and that the contractor will inform each subcontractor and material supplier of that fact as well.

No approval given by Landlord pursuant to this Lease with respect to any plans, specifications, materials, or contractors of Tenant shall create or be regarded as grounds for any liability on Landlord’s part (a) to any contractor, subcontractor, laborer, materialman, or vendor performing work on or furnishing materials for the Premises for Tenant’s account; (b) to any governmental agency for any legal or code violations or use of improper materials or the like; or (c) to any third party sustaining an injury due to poor workmanship, improper design or improper materials.

Construction on the Premises shall be performed and completed by a Florida licensed and bonded contractor in compliance with applicable building codes and shall be completed in a workmanlike manner. Any damage to existing utilities or improvements outside of the Premises

caused by the construction, installation or maintenance of the Improvements shall be repaired by Tenant, at its sole cost and expense. Upon completion of the Premises, Tenant shall furnish Landlord with two (2) sets of As-Built Drawings of the Premises.

To the extent needed and in the discretion of Landlord, Landlord may grant Tenant a temporary license to go on Landlord-owned areas adjacent to the Premises as may be reasonably necessary for construction of the Improvements. Such areas shall not be used to store any construction materials or tools and all construction debris shall be removed at the end of each day. The temporary construction license shall expire immediately upon completion of the Improvements.

5.2 Construction Liens. Tenant shall indemnify, defend and hold harmless Landlord from and against any and all liability, claims, costs and expenses arising out of work performed on the Premises by Tenant or at Tenant's direction, including reasonable attorney's fees and costs incurred by Landlord in negotiating, settling, defending or otherwise protecting against such claims. It is understood and agreed that the improvements and installations being made by Tenant are specific to Tenant's business and are being procured for the sole purpose of enhancing Tenant's business and not to confer any permanent benefit or enhancement in value on Landlord or the Premises. Tenant shall inform every service or material provider of the foregoing provisions prior to contracting with any of them for goods or services.

5.3 Personal Property and Furniture. Tenant may furnish and use on the Premises at its sole cost and expense, any personal property and furniture reasonably necessary for the operation of Tenant's business (PP&F). Tenant shall keep all such property in good condition and repair. Tenant agrees that it shall not remove any PP&F while in default under the terms of this Lease. Removal while in default shall be a material breach of this Lease. If not in default Tenant may remove PP&F from time to time, provided that such PP&F is replaced with items of like kind, quality and quantity as taken off the Premises. The PP&F shall remain the property of Tenant, and at the expiration or earlier termination of the Lease, Tenant shall remove the PP&F from the Premises and repair any damage to the Premises resulting from such removal. Any PP&F not removed on or before the Termination Date, shall be considered abandoned and automatically become the property of Landlord, at Landlord's election, or in the alternative Tenant shall remove all such property as directed by Landlord.

Tenant shall give at least ten (10) business-days' written notice to Landlord prior to removal of any PP&F. Tenant's failure to comply with the notice requirement, coupled with subsequent removal of any property shall be a material default in this Lease. Landlord shall have ten (10) business days after receipt of Tenant's written notice to advise Tenant whether consent to removal will be given and if so, the amount of any additional security deposit that will be required. If Landlord does not respond within the stated time, consent shall be deemed to have been given, and no additional security deposit will be required. If a reasonable additional security deposit is required, Tenant shall not remove the property prior to making the additional deposit. Upon removal of any PP&F, which results in attendant damage, Tenant shall repair the damage to Landlord's satisfaction and leave the Premises in a "broom-clean" restored and repaired condition within ten (10) days.

5.4 Improvements, Equipment and Fixtures. In addition to any Improvements Tenant shall install per this Lease, at its sole expense Tenant shall also furnish and install all equipment and fixtures necessary for the operation of its business. All Improvements, equipment

and fixtures installed or placed in the Premises, including but not limited to walk-in refrigeration, HVAC, stove and hood ventilation systems, all other appliances, sound systems, mounting brackets and ceiling fans shall remain on the Premises and become the property of Landlord, without compensation to Tenant, upon the expiration or termination of the Lease at Landlord's election. In the alternative should Landlord request Tenant shall remove them in accordance with Landlord's written instructions.

5.5 Ceiling and Ceiling Beams. No nails, bolts, or drilling in the ceiling or ceiling beams are permitted.

5.6 Signs, Store Fronts. Tenant shall not, without Landlord's prior written consent: (a) make any changes to or paint the store front; (b) install new or change out any exterior lighting, decorations or paintings; or (c) erect or install any signs, window or door lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the Premises, except upon prior written consent of Landlord, which may be withheld for any reason in its sole and absolute discretion. All signage is subject to the sign regulations of Landlord, the Downtown Development Board and the Appearance Review Officer of the City of Orlando. Prior to the installation of any signs, Tenant shall deliver to Landlord for its review and written consent a sketch of Tenant's proposed sign rendering drawn to scale. Since the Parking Garage is public property owned by Landlord, political campaign signs are prohibited on the Premises pursuant to Section 64.252, Orlando City Code. All signs shall be mounted on the exterior of the Premises in a location approved by Landlord, kept in good condition and in proper operating order at all times.

ARTICLE 6. COMMON AREAS

6.1 Common Areas. The term "Common Areas" for purposes of this Lease shall mean those areas and facilities designated as such from time to time by Landlord within the exterior boundary lines of the Garage. Excluded from the Common Areas shall be the Premises, and the premises and any limited common areas of other tenants within the Garage. The Common Areas shall be for the general non-exclusive use of Landlord, Tenant and other tenants in the Garage and their respective employees, suppliers, shippers, customers and invitees, and shall include but not be limited to common entrances, loading and unloading areas, trash areas, sidewalks, walkways, ramps, landscaped areas and exterior decorative walls. Tenant shall have a nonexclusive license to use the Common Areas in compliance with the Rules and Regulations in effect from time to time.

6.2 Common Areas, Maintenance, Rules and Regulations. Tenant agrees to abide by and conform to the Rules and Regulations of Landlord as promulgated from time to time with respect to the Garage and Common Areas, and to cause its employees, suppliers, shippers, customers, and invitees to so abide and conform. Landlord or such person(s) as Landlord may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to modify, amend and enforce the Rules and Regulations. Landlord shall not be responsible to Tenant for noncompliance with the Rules and Regulations by other tenants, their agents, employees and invitees of the Garage.

6.3 Common Areas-Changes. Landlord shall have the right, in Landlord's sole and absolute discretion and without the consent of any tenant, from time to time:

A. To make changes to the Common Areas, including, without limitation, changes in the location, size, shape, number and appearance thereof, including but not limited to windows, stairways, air shafts, elevators, escalators, restrooms, entrances, loading and unloading areas, ingress, egress, direction of traffic, decorative walls, landscaped areas and walkways;

B. To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises and Tenant's limited common area remains available;

C. To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Garage or any portion thereof; and

D. To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Garage as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

ARTICLE 7. INSURANCE AND INDEMNITY

7.1 Commercial General Liability Insurance. Tenant agrees to maintain in full force and effect from the date upon which Tenant first enters the Premises for any reason and throughout the term of this Lease, and thereafter so long as Tenant occupies any part of the Premises, a policy of commercial general liability bodily injury and property damage Insurance, with contractual liability coverage, with limits of not less than One (1) Million Dollars (\$1,000,000.00) general aggregate per occurrence. Tenant shall also maintain fire legal liability in an amount of no less than One Million and No/100 Dollars (\$1,000,000.00.) to protect against damage to Landlord's property. Failure to provide evidence of the required coverage within one (1) day after demand shall be a material breach of this Lease. Since Tenant is prohibited from selling any alcoholic beverages, he shall not be required to also maintain liquor legal liability insurance.

7.2 Property Insurance. Tenant shall maintain all risk property insurance, including fire and extended coverage, insuring against damage caused by fire, vandalism, wind, sprinkler leakage and water, for the replacement cost of all Tenant improvements located on the Premises, and all personal property owned by or entrusted to Tenant.

7.3 Workers' Compensation/Employer Liability Insurance. Tenant shall maintain Workers' Compensation Coverage to the extent required by law.

7.4 Automobile Liability Insurance. Automobile liability insurance coverage in the minimum amount of One Million Dollars (\$1,000,000) per occurrence for BI/PD, including hired/non-owned vehicles regardless of number of passengers transported.

7.5 Insurance Policy Requirements. All policies shall be non-cancelable and non-amendable with respect to Landlord and Landlord's said designees, without thirty (30) days prior written notice to Landlord. Tenant shall require that Landlord, its elected and appointed officials, officers, agents, councils, departments, agencies, boards, employees, successors and assigns shall be named as additional insureds on all insurance policies with the exception of workers' compensation, with the broadest form of such coverage from time to time available in the area in

which the Premises are located, for including but not limited to all matters arising out of the ownership, use, occupancy or maintenance of the Premises and any other areas Tenant is authorized to enter pursuant to this Lease. Tenant shall also furnish Landlord evidence of renewals of each such policy on an annual basis, no less than thirty (30) days prior to the expiration thereof. Landlord reserves the right to modify any aspect of the insurance requirements, including the addition of new types of coverage, as the result of reasonable and prudent risk management review of the activities upon or associated with the Premises and any other property Tenant is authorized to enter pursuant to the Lease. Tenant shall notify Landlord in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) calendar days prior to the effective date of said action. All insurance policies shall be primary and issued by companies licensed to do business in the State of Florida. The insurance provided by Tenant shall apply on a primary basis. Any insurance, or self-insurance, maintained by Landlord shall be excess of, and shall not contribute with, the insurance provided by Landlord. Landlord shall be solely responsible for the risk of loss to and maintaining insurance for any and all real property, equipment or personal property belonging Landlord. Notwithstanding Landlord's requirement that Tenant obtain the foregoing insurance coverage, Landlord has not thereby waived its sovereign immunity protections allowed to Landlord under Florida law.

Tenant shall provide Landlord with a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein, and a copy of the actual additional insured endorsement as issued on the commercial general liability insurance, signed by an authorized representative of the insurer(s) verifying inclusion of the additional insureds as required herein. If required by Landlord, Tenant shall also deliver to Landlord for its review, copies of all required insurance policies and paid receipts for one year of coverage, at least ten (10) days prior to taking possession of the Premises, for Landlord's review and approval.

Compliance with these insurance requirements shall not limit the liability of Tenant. Any remedy provided to Landlord by the insurance provided by Tenant shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Tenant) available to Landlord under this Lease or otherwise. Neither approval nor failure to disapprove insurance furnished by Tenant shall relieve Tenant from responsibility to provide insurance as required by this Lease.

Landlord reserves the right to modify any aspect of the insurance requirements, including the addition of new types of coverage, and increases in the coverage amounts, as the result of reasonable and prudent risk management review of the activities upon or associated with the Premises, inflation or changes in value thereof.

7.6 Landlord's Right to Obtain Insurance. If Tenant fails to obtain insurance coverage or fails to provide certificates and endorsements as required by this Lease, Landlord may, at its option, obtain such insurance for Tenant. Tenant shall pay, as Additional Rent, the reasonable cost thereof together with a twenty-five percent (25%) service charge, even if Tenant later produces evidence that it had insurance in effect at all times. The failure to provide the evidence of insurance in the manner required in this Lease shall be sufficient basis for Landlord to obtain the required insurance coverage and charge Tenant as authorized herein.

7.7 Indemnification. Tenant shall indemnify and defend Landlord, its elected and appointed officials, officers, agents, councils, departments, agencies, boards, employees, successors and assigns and hold them harmless from any suits, actions, damages, liability, and

expenses in connection with loss of life, bodily or personal injury, property damage or otherwise arising from or out of any occurrence in, on, at, or from the Premises, Parking Garage, Common Areas, sidewalks adjacent thereto or any part thereof or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees, concessionaires and any other person or entity for whose acts Tenant may be responsible. This indemnity and hold harmless agreement shall include indemnity resulting from allegations of Landlord's own negligent acts, and against all costs, expenses, and liabilities, including attorney's fees incurred by Landlord, its elected and appointed officials, officers, agents, employees, successors and assigns in connection with any claim, action, trial, appellate, bankruptcy court or probate proceedings related thereto. If any such action or proceeding is instituted against Landlord, its elected and appointed officials, officers, agents, councils, departments, boards, employees, successors and assigns, Tenant, upon written notice from Landlord, will defend such action or proceeding by counsel approved in writing by Landlord, such approval not to be unreasonably withheld or delayed.

7.8 Tenant's Risk. To the maximum extent this Lease may be made effective according to law, Tenant agrees to use and occupy the Premises at Tenant's own risk, and Landlord shall have no responsibility or liability for any loss or damage to fixtures or other personal property of Tenant, or for any loss or damage resulting to Tenant or those claiming by, through, or under Tenant, for any reason including but not limited to breaking, bursting, stopping, or leaking of water, gas, sewer or steam pipes. The terms of this Section shall be applicable regarding all matters, transactions and things occurring from and after the execution of this Lease and until the end of the term of this Lease, and during such further period as Tenant may use or be in occupancy of any part of the Premises.

7.9 Injury Caused By Third Parties. To the maximum extent this agreement may be made effective according to law, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through, or under Tenant, for any loss or damage that may be occasioned by or through the actions or omissions of persons using, occupying, or visiting the Premises.

7.10 Waiver of Subrogation. Landlord and Tenant shall have no liability to any insurer, by way of subrogation, on account of any loss or damage to their respective properties, the Premises or the contents thereof, regardless of whether such loss or damage is caused by the negligence of Landlord or Tenant, arising out of any of the perils or casualties insured against by the property insurance policies carried, or required to be carried, by the parties pursuant to this Lease. The insurance policies obtained by Landlord and Tenant pursuant to this Lease shall permit waivers of subrogation, which the insurer may otherwise have against the non-insuring party. In the event the policy or policies do not allow waiver of subrogation prior to loss, either Landlord or Tenant shall, at the request of the other party, deliver to the requesting party a waiver of subrogation endorsement in such form and content as may reasonably be required by the requesting party or its insurer. For purposes of interpreting this subrogation provision, the terms "Landlord" and "Tenant" shall include their commissioners, officials, officers, agents, employees, contractors, subtenants, servants, licensees, concessionaires and invitees, any of who may be responsible for any loss.

ARTICLE 8. DEFAULT

8.1 Tenant Events of Default. The occurrence of one or more by Tenant of the

following shall constitute a material event of default under this Lease (“Tenant Event of Default”):

- A. Failure to comply with the insurance requirements contained herein, and such failure to pay or comply with the insurance requirements shall continue for more than one (1) day after Landlord shall have delivered to Tenant a Notice of Tenant Event of Default;
- B. Failure to pay Monthly Rent within ten (10) days of its due date, without notice from Landlord;
- C. Failure to make any other payment required of Tenant hereunder, within ten (10) days after written notice that it is due;
- D. Failure to perform any other covenant contained herein on its part to be observed, for ten (10) days after receipt of written notice from Landlord to Tenant of such breach; provided, however, that if the nature of Tenant’s noncompliance is such that more than ten (10) days are reasonably required for its cure, Tenant shall not be deemed to be in default if Tenant commenced such cure within said ten (10) day period and thereafter diligently pursues such cure to completion;
- E. Failure to conduct business during the Minimum Business Hours;
- F. Intentional violation of any provision of this Lease after written notice to desist from such actions;
- G. Being made (i) a “debtor” as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of petition filed against Tenant, the same is dismissed within sixty (60) days, (ii) having a trustee or receiver appointed to take possession of substantially all of Tenant’s assets located at the Premises or of Tenant’s interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iii) suffering an attachment, execution or other judicial seizure of substantially all of its assets located at the Premises or of its interest in this Lease, where such seizure is not discharged within thirty (30) days; or
- H. Vacating or abandoning the Premises including any failure to occupy the Premises for a continuous period of ten (10) days or more, whether or not the rent is paid.

8.2 Landlord Default Remedies. In the event Tenant fails to cure any Tenant Event of Default within any applicable time period, without further written notice Landlord may elect to take any of the following actions:

- A. Terminate this Lease and enter into the Premises, or any part thereof, in accordance with the requirements of law;
- B. Enter into possession of the Premises as agent of Tenant and relet the Premises without any obligation to do so, applying any rent received from new tenants on the balance due under this Lease, and in such event, Tenant shall be responsible for the remaining rent due after crediting rents as they are received on behalf of Tenant;
- C. Declare the entire balance of the rent due and payable forthwith

and maintain a distress proceeding, chattel lien foreclosure proceeding, or other proceeding for the recovery of the rent due and have in aid thereof, with or without notice, the appointment of a receiver, issuance of a writ of injunction, or such other remedies as may be necessary to secure the relief sought;

- D. Institute proceeding for injunctive relief and/or specific performance as necessary to enforce the terms and conditions of this Lease; or
- E. Exercise in addition to the foregoing, any and all other rights and remedies according to the laws of the State of Florida

8.3 Landlord Events of Default. The occurrence of any of the events stated in this Section shall be a Landlord event of default hereunder and shall constitute a breach of this Lease if not remedied within the cure period so provided (“Landlord Event of Default”). A Landlord Event of Default occurs whenever Landlord shall do, or permit anything to be done, whether by action or inaction, contrary to any material covenant or agreement on the part of Landlord herein contained, or shall fail in keeping or performing any of Landlord’s obligations under this Lease, which Landlord fails to remedy within thirty (30) days after Tenant has given Landlord written notice specifying the same.

8.4 Remedies of Tenant. Upon the occurrence of a Landlord Event of Default, which is not cured within any applicable cure period, Tenant’s remedies shall be limited to the following:

- A. Tenant may give to Landlord a written notice of Tenant’s intent to end the term of the Lease on a day not less than thirty (30) days after Landlord’s receipt of such notice, and this Lease and the term and estate hereby granted shall expire and terminate upon that date as fully and completely and with the same force and effect as if the day so specified were the Expiration Date, and all rights of the parties under this Lease shall expire and terminate; or
- B. Institute proceedings for injunctive relief and/or specific performance as necessary to enforce the terms and conditions of this Lease.

Tenant’s right to pursue any type or kind of damages is hereby irrevocably waived.

8.5 Damages Waiver. It is specifically agreed and understood that neither party will be responsible to the other for any indirect, special, incidental, exemplary, punitive or consequential loss or damage whatsoever (including lost profits, loss of use and opportunity costs, arising out of this Lease or anything done in connection herewith. Further, there shall be no recovery of any such indirect, special, incidental, exemplary, punitive or consequential loss or damage whether based on a claim brought or made in contract or in tort (including negligence and strict liability), under any warranty, or otherwise. In no event shall this waiver limit the protections afforded by any indemnification provisions contained in this Agreement.

ARTICLE 9. TERMINATION FOR CONVENIENCE

Notwithstanding anything to the contrary otherwise stated in this Lease,

either party, at its convenience, and for any or no reason in its sole and absolute discretion, may upon ninety (90) calendar days prior written notice to the other, terminate this Lease. The legal effect of such a termination shall be that the date upon which the termination for convenience shall occur shall be treated for all purposes the same as if that date were the Expiration Date expressly stated in this Lease.

ARTICLE 10. CONDEMNATION

10.1 Effect of Condemnation. If all or a substantial part of the Premises is taken by the exercise of the power of eminent domain or by actions of a governmental entity that constitute inverse condemnation of the Premises, or by a purchase in lieu of condemnation, so that the Premises can no longer practicably be utilized for the Intended Purpose, this Lease shall terminate as of the date the Premises is taken by the condemnor, and prepaid rent or unpaid rent, and all other amounts due pursuant to the provision of this Lease shall be prorated accordingly. Except as described in **Section 10.02**, below, the entire compensation amount attributable to the Premises taken, which shall include, though not exclusively, the value of the fee interest, the leasehold estate and all severance damages not only for the fee interest but also for any leasehold estate, shall belong and being apportioned, to Landlord. Tenant shall have the right to claim and recover from the condemning authority, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of any condemnation and for or on account of any cost or loss to which Tenant might be put in removing or relocating Tenant's business, furniture, fixtures and equipment, but not for any other loss. Notwithstanding **Section 10.02**, if less than a substantial part of the Premises is taken such that Tenant can still engage in the Intended Use on the Premises, this Lease shall not terminate and there shall be no change in any of the obligations Tenant is required to fulfill under the terms of the Lease.

10.2 Apportionment of Condemnation Award. Any compensation awarded or paid for a taking (or a purchase in lieu of condemnation) of a substantial portion of the Premises, so that the Premises can no longer practicably be utilized for the Intended Use shall be apportioned between the parties as follows:

- A. First, Landlord shall receive the fee simple value of the property taken, as unoccupied and unencumbered by a lease. At its election, Landlord may obtain an appraisal of the Premises taken, as unoccupied and unencumbered by a lease, utilizing a state-certified general and MAI-designated appraiser. Landlord and Tenant agree that the valuation opinion of the appraiser or any other similarly credentialed appraiser approved by Landlord and employed as part of the condemnation proceedings shall represent the amount of the award apportioned to Landlord.
- B. Secondly, Tenant shall receive the depreciated value of Tenant improvements, to the extent such improvements were paid for by Tenant. Tenant shall obtain an appraisal of the depreciated value of the portion of Tenant improvements paid for by Tenant, utilizing a state-certified general and MAI-designated appraiser. Landlord and Tenant agree that the

valuation opinion of the appraiser shall represent the amount of the award attributable to Tenant under this subsection.

- C. Thirdly, Landlord shall receive any portion of the compensation amount remaining.

ARTICLE 11. ASSIGNMENT AND SUBLETTING.

Neither Tenant nor Tenant's legal representatives or successors in interest by operation of law or otherwise may effectuate a Transfer of this Lease, without Landlord's written consent, which may be withheld in Landlord's sole and absolute discretion for any or no reason. For purposes of this Lease, "Transfer" shall mean each of the following: (a) an assignment of this Lease or sublease of any part or all of the Premises; (b) the transfer of any ownership interest in Tenant by sale, exchange, merger, consolidation, option agreement, operation of law, or creation of new stock or interests, by which an aggregate of forty percent (40%) or more of Tenant's stock or ownership interests shall be vested in one or more parties who were not stockholders or interest holders as of the Commencement Date, however accomplished whether in a single transaction or in a series of related or unrelated transactions; or (c) any transfer of control of the operations of Tenant (by equity ownership, contract, or otherwise), to one or more parties who were not stockholders or interest holders in Tenant as of the Commencement Date, however accomplished, whether in a single transaction or in a series of related or unrelated transactions.

Should there be a transfer or series of transfers by the owners or holders of legally recognizable interests in entities owning an interest in Tenant, whether they be corporations, limited liability companies, partnerships or similar entity forms, and such transfers of ownership or control in or of any such entities, has the same net effect as a Transfer within Tenant when for analysis purposes the intervening entities are disregarded, i.e., if the transfer amounts to the same as a transfer of forty percent (40%) ownership interest in Tenant or a transfer of control of Tenant; such a transfer would be a prohibited Transfer within the meaning of this section, whether in a single transaction or in a series of related or unrelated transactions adding together. For example, a corporation owns fifty percent (50%) of Tenant. It transfers fifty percent (50%) of its ownership to third parties not owning any interest in Tenant, the transfer by that owner of the interest in Tenant would amount to a transfer of twenty-five percent (25%) of the ownership of Tenant and therefore would not be a Transfer within the meaning of **Section 11**; however, a transfer of control would be prohibited. In those events where the net effect of all transfers singularly or taken cumulatively results in a change of ownership of forty percent (40%) of Tenant or the control of Tenant, made without Landlord's consent, it shall be a violation of the prohibition on a Transfer and so a Tenant Event of Default at Landlord's election.

Landlord's consent to a Transfer shall not relieve Tenant from the obligation to obtain Landlord's consent to any subsequent Transfer. Further, in no event shall any entity which became a transferee with the Landlord's permission, be permitted to make what amounts to a Transfer thereafter (i.e., what amounts to a transfer of 40% of Tenant) without Landlord's consent. The joint and several liability of Tenant and any successor in interest of Tenant (by assignment or otherwise) under this Lease shall not in any way be affected by any agreement that modifies the rights or obligations of the parties under this Lease or any waiver of, or failure to enforce, any obligation under this Lease. If Tenant requests Landlord to consent to a Transfer, Tenant shall pay to Landlord, simultaneously with such request (which request must be in writing and provide complete information detailing the proposed transferee and the terms of the

proposed Transfer), along with an administrative fee of Seven Hundred Fifty and No/100 Dollars (\$750.00). Tenant shall also reimburse Landlord for Landlord's reasonable attorneys' fees and costs associated with Landlord's consideration of the Transfer. The administrative fee plus attorneys' fees and costs shall be due and owing whether or not the request to approve the transaction is finally granted. Any Transfer in violation of this Section shall be void.

Prior to the Commencement Date Tenant shall provide Landlord with an affidavit listing the names and addresses of all persons having a direct or indirect interest in Tenant and the percentage ownership or controlling interest of all such persons. At Landlord's election, Tenant shall also provide such statements from time to time as requested during the Term. Statements must be provided within thirty (30) days of written request, failing which such shall be a Tenant Event of Default under this Lease, at Landlord's election.

ARTICLE 12. GENERAL PROVISIONS

12.1 Tenant Business Plan. The parties acknowledge one of the purposes of this leasing arrangement is to foster the growth of small businesses within the community; therefore, Tenant will actively seek technical assistance from an economic development organization or company, approved by the Business Development Division Manager of the City of Orlando on an as-needed basis, as determined by Landlord in its reasonable discretion, to address Tenant's business strategy and marketing needs. Tenant has submitted its business plan to Landlord and will provide Landlord updates thereto at such times as Landlord so requests. Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this Lease.

12.2 Landlord's Entitlement to Review Tenant's Business Books and Records. Tenant shall maintain complete books, records, and accounts of its gross sales, both for cash and on credit, and expenses for the business conducted on the Premises. Landlord and its agents and employees, upon reasonable written notice, shall have the right at any and all times, during Tenant's Minimum Business Hours, to examine and inspect all of Tenant's books and records, including sales tax reports and returns, pertaining to Tenant's business conducted in, upon or from the Premises, which Tenant shall produce upon demand by Landlord or Landlord's agents. Failure to maintain adequate books and records and provide them to Landlord as required herein shall be a Tenant Event of Default at Landlord's election.

12.3 Notice. Any written notice required or permitted to be given under this Lease shall be in writing and delivered by hand, by nationally recognized overnight air courier service (such as Federal Express) or by United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective Party at the Party's notice address. A written notice shall be deemed to have been delivered and received on the earlier of the date actually received (by whatever means sent, including means not authorized by this article) or on the date of transmittal by telecopier, or the first (1st) business day after having been delivered to a nationally recognized overnight air courier service for "next business day" delivery, or on the third (3rd) business day after having been deposited with the United States Postal Service registered or certified mail, return receipt requested. If any communication is returned to the addressor because it is refused, unclaimed, or the addressee has moved, or is otherwise not delivered or deliverable through no fault of the addressor, effective notice shall still be deemed to have been given. Addresses for delivery of written notice shall be as follows:

Tenant: W. Raleigh Thompson

310 E. Harwood Street
Orlando, Florida 32801
Phone No: 407-222-5897
Emergency No-407-222-5897
Email Address: rthompson@gmail.com

Landlord: Real Estate Manager
City of Orlando
400 South Orange Avenue
Orlando, Florida 32801
Phone No: 407-246-2653
Emergency No. 407-246-2653
Email Address: laurie.botts@cityoforlando.net

and

Parking Division Manager
City of Orlando
Scott Zollars
Orlando, Florida 32801
Phone No. 407-246-3857
Emergency No. 407-246-3857
Email Address: scott.zollars@cityoforlando.net

12.4 Section Titles, Interpretation. The titles to the sections contained in this Lease are for convenience and reference only. Any gender used herein shall be deemed to refer to all genders. Use of the singular herein shall be deemed to include the plural, and the plural shall be deemed to include the singular.

12.5 Surrender of Premises. Upon the expiration or earlier termination of this Lease, Tenant shall surrender possession of the Premises to Landlord and make known to Landlord the combination of all combination locks in the Premises, and shall, except as otherwise provided in this Lease, return the Premises to Landlord in broom clean condition, normal wear and tear excepted, failing which Landlord may restore the Premises to such condition and Tenant shall pay the cost thereof to Landlord on demand. All property that Tenant is not required to surrender but that Tenant abandons shall, at Landlord's election, become the Landlord's property at the expiration or earlier termination. In the alternative, Tenant shall immediately remove all such property upon Landlord's demand, at Tenant's expense. Following the procedures required by law, Landlord may remove and dispose of such property for which Tenant shall reimburse Landlord all such expenses plus twenty-five percent (25%) to cover Landlord's costs and expenses, should Tenant fail to remove such property, which shall have no claim for the disposition of such property in any manner Landlord deems appropriate.

12.6 Holding Over. Any holding over by Tenant after the expiration of the term of this Lease without Landlord's consent shall be treated as a tenancy at sufferance during which rent shall accrue at twice the rental rate as charged for the month immediately prior thereto plus other charges specified herein, prorated on a daily basis. The terms and conditions applicable to

Tenant during that period shall otherwise be the same as set forth in this Lease, so far as applicable. Further, if Tenant fails to surrender the Premises at the expiration or earlier termination of this Lease, Tenant, to the extent allowed by law, shall defend and indemnify Landlord from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant resulting from Tenant's failure to surrender.

If Tenant remains in possession of all or any part of the Premises after the expiration of the Term, with the express or implied consent of Landlord: (a) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (b) such tenancy will not constitute a renewal or extension of this Lease for any further term; and (c) such tenancy may be terminated by Landlord upon the earlier of thirty (30) days' prior written notice or the earliest date permitted by law. In such event, Monthly Rent will be increased to an amount equal to 150% of the Monthly Rent payable during the last month of the Term, and any other sums due under this Lease will be payable in the amount and at the times specified in this Lease. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease, except that any renewal, expansion or purchase options or rights of first refusal contained in this Lease shall be null and void during such month-to-month tenancy.

12.7 Self-Help. Landlord has the right to pay such sums or to do any act which may be necessary or appropriate by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease, and Tenant agrees to pay Landlord upon demand all such sums, and if Tenant defaults, Landlord has the same rights and remedies as for the failure of Tenant to pay Monthly Rent.

12.8 Recording. Tenant agrees not to record this Lease, or any declaration or memorandum of this Lease in the Public Records of Orange County, Florida.

12.9 Binding Effect. Except as otherwise expressly provided, the terms hereof shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns, of both parties. This reference to successors and assigns of Tenant is not intended to constitute Landlord's consent to assignment by Tenant, but has reference only to those instances in which Landlord may give consent to a particular assignment.

12.10 Attorneys' Fees. The prevailing party in any litigation arising out of or in any manner relating to this Agreement shall be entitled to recover from the other party reasonable attorneys' fees and costs for all pre-litigation, trial, appellate and bankruptcy proceedings, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

12.11 Entire Agreement. This Lease constitutes the entire agreement between the parties relating to the matters set forth herein, and shall supersede all prior written or oral agreements or understandings that may have been had between the parties.

12.12 Severability. If any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remaining provisions of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted

by law.

12.13 Waiver. Failure on the part of Landlord or Tenant to complain of any act or failure to act on the part of the other shall never be a waiver of any respective rights hereunder; however, the foregoing shall not apply to provisions of this Lease, where a right of Tenant is dependent upon written notice to be given within a specified period. Further, no waiver at any time of any of the provisions hereof by Landlord or Tenant shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. No payment by Tenant or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

12.14 Estoppel Certificates. Within twenty (20) days after request in writing by either party, the other party will furnish a written statement in form and substance reasonably acceptable to the non-requesting party, duly acknowledging the fact that (a) this Lease is in full force and effect, (b) rents payable hereunder are current, (c) there are no uncured defaults hereunder by Landlord or Tenant, if that be the case. Failure of either party to deliver such estoppel certificate within such twenty (20) day period shall entitle the requesting party to conclusively presume that the Lease is in good standing without default, which statement or representation may be relied upon as being true and correct by any prospective purchaser or mortgagee.

12.15 Landlord's Lien. In addition to any rights that may be given Landlord by Florida law, Tenant hereby grants to Landlord a security interest in and a lien upon any and all furniture, fixtures, equipment, goods and other personal property of any kind in which Tenant has an interest that is now or hereafter located on the Premises, as security for the payment of all rents and other sums to be paid by Tenant to Landlord hereunder, and for the purpose of securing the performance of Tenant's duties and obligations in accordance with the terms of this Lease.

12.16 Transfer of Landlord's Interest. In the event of any transfer of Landlord's interest in the Premises or in the real property of which the Premises is a part, Landlord shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer.

12.17 Real Estate Commission. Tenant represents and warrants either that it has had no dealings with any real estate broker or leasing agent in connection with the negotiation or execution of this Lease other than Landlord's broker; or if it has had such dealings, it has paid all sums due arising out of any claims such persons might make for assisting in leasing the Premises in any capacity. In the event any broker or leasing agent other than Landlord's broker should make a claim for a commission or fee in connection with the negotiation or execution of this Lease, Tenant shall be responsible for the payment thereof, and Tenant agrees to hold Landlord harmless from and indemnify Landlord against any such claim or liability.

12.18 Security Services. While Landlord may provide some security services for the Common Areas, it shall not be responsible in any way for the safety or welfare of Tenant or

anyone coming on or exiting the Premises. Tenant shall furnish all security services it deems necessary to protect the welfare of those coming on the Premises. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, LANDLORD SHALL NOT BE RESPONSIBLE FOR EITHER THE SECURITY OR SAFETY OF ANY PERSONS UTILIZING THE PREMISES OR COMMON AREAS, EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY LAW.

12.19 Landlord's Exculpation. Anything to the contrary contained in this Lease notwithstanding, Landlord's elected and appointed officials, officers, agents, employees, representatives, successors and assigns, shall have absolutely no corporate or personal liability with respect to the performance of any of the terms, covenants, conditions and provisions of this Lease. Such exculpation of liability shall be absolute and without exception whatsoever.

12.20 Discrimination Not Permitted. Landlord, for itself, its successors and assigns, and Tenant covenant and agree as a covenant running with the land that: (a) no person on the grounds of race, color, national origin, age, sex or any other legally protected class shall be excluded from participation in, denied benefits of, or be otherwise subject to discrimination either in the use of the Premises, or in the construction of any improvements on, over or under the Premises and the furnishing of services thereon.

12.21 Non-Military Certification. Tenant hereby certifies, represents and warrants to Landlord that Tenant, if an individual, is not on active duty in the military service of the United States. Tenant shall notify Landlord in writing should Tenant go on active duty with the military service of the United States while this Lease is in effect.

12.22 Relationship of the Parties. The relationship between the parties hereto is solely that of landlord and tenant and nothing contained herein shall constitute or be construed as establishing any other relationship between the parties, including, without limitation, the relationship of principal and agent, employer and employee or parties engaged in a partnership or joint venture. Without limiting the foregoing, it is specifically understood that neither party is the agent of the other and neither is in any way empowered to bind the other to use the name of the other in connection with the construction, maintenance or operation of the Premises, except as otherwise specifically provided herein.

12.23 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

12.24 Sovereign Immunity. Landlord is a Florida municipal corporation whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of Landlord beyond that provided in Section 768.28, Florida Statutes. Further, nothing herein is intended as a waiver of Landlord's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything which might allow claims otherwise barred by sovereign immunity or operation of law. Notwithstanding anything in this Lease to the contrary, under no circumstances shall Landlord be liable to Tenant (or any person or entity claiming under or through Tenant) under any contract, negligence, strict liability, or other legal or

equitable theory for any amounts in excess of those limits per claim and per occurrence set for tort liability in Section 768.28 of the Florida Statutes which limits are hereby made applicable to all manner of claims against Landlord related to this Lease and are not confined to tort liability.

12.25 Jury Waiver; Counterclaims. Landlord and Tenant waive trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of or in any way connected with this Lease. Tenant further waives the right to interpose any permissive counterclaim of any nature in any action to obtain possession of the Premises.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year first above written.

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

LANDLORD: CITY OF ORLANDO

By: _____
Mayor/Pro Tem

Print Name: _____

Signed on: _____, 2015

Attest:

Celeste Brown, City Clerk

Witnesses:

Sign: _____

Print Name: _____

Sign: _____

Print Name: _____

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

_____ 2015.

Assistant City Attorney
Orlando, Florida

TENANT:

QUE RICO, LLC, a Florida limited liability company

Witnesses:

W. Raleigh Thompson,
As Its Manager

Signed on: _____, 2015

Sign: _____

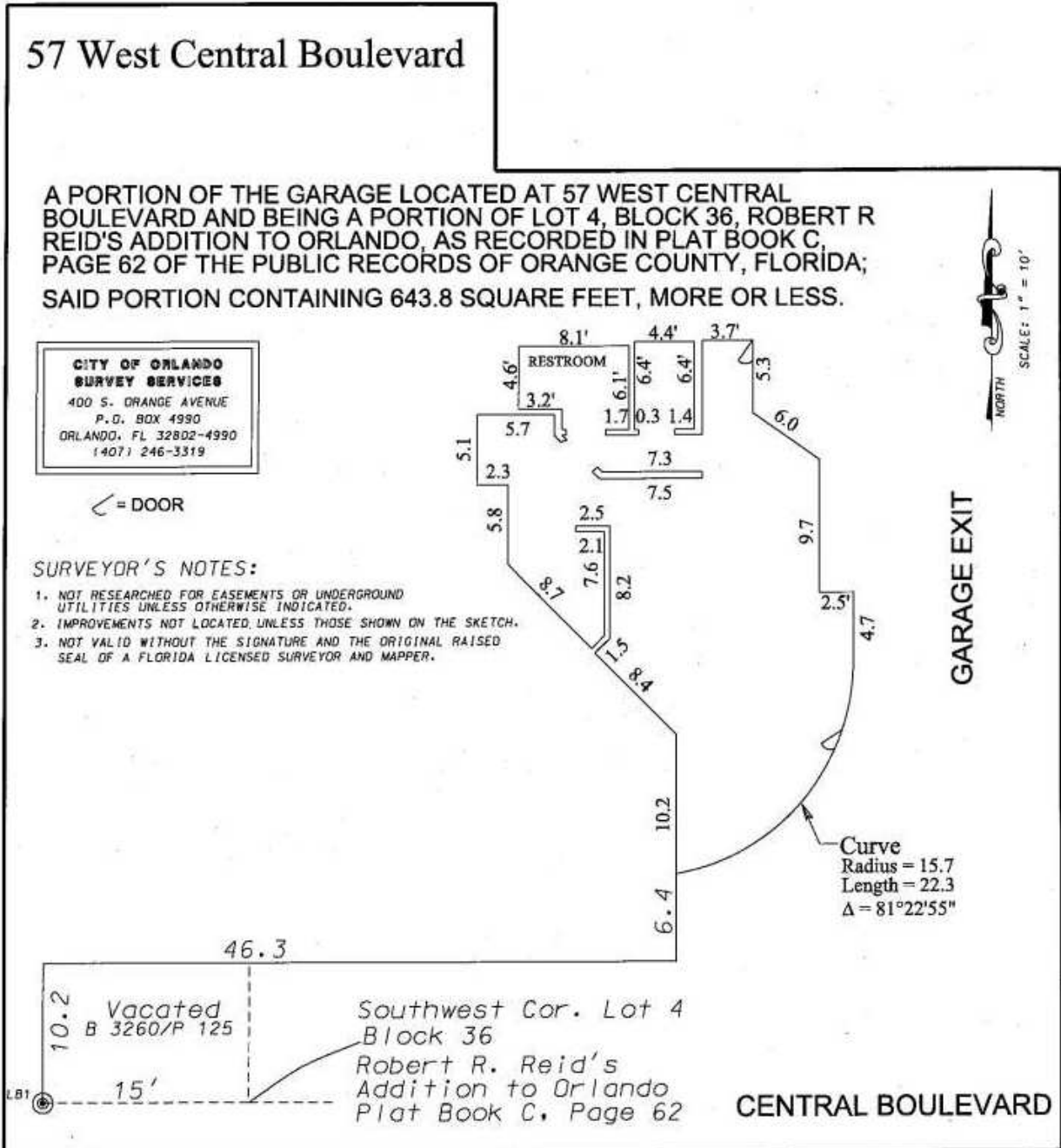
Print Name: _____

Sign: _____

Print Name: _____


Exhibit "A"
 (Diagram of Central Garage Showing Location of Premises)

PARCEL #1



I HEREBY CERTIFY THAT THIS SKETCH HAS BEEN PERFORMED UNDER MY DIRECTION, AND THAT THIS SKETCH HAS BEEN PREPARED IN ACCORDANCE WITH THE ADOPTED "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 5J-17, F.C. PURSUANT TO SECTION 472.067, FLORIDA STATE STATUTES.

Joseph M. Stokes, Jr. 8/31/10
 JOSEPH M. STOKES, JR. PSM
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA REGISTRATION NUMBER 5507


 PREPARED BY:
CITY OF ORLANDO SURVEY SERVICES
 THIS IS NOT A BOUNDARY SURVEY

LEGEND

POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 CA = CENTRAL ANGLE
 R = RADIUS
 L = ARC LENGTH
 CH = CHORD DISTANCE
 CB = CHORD BEARING

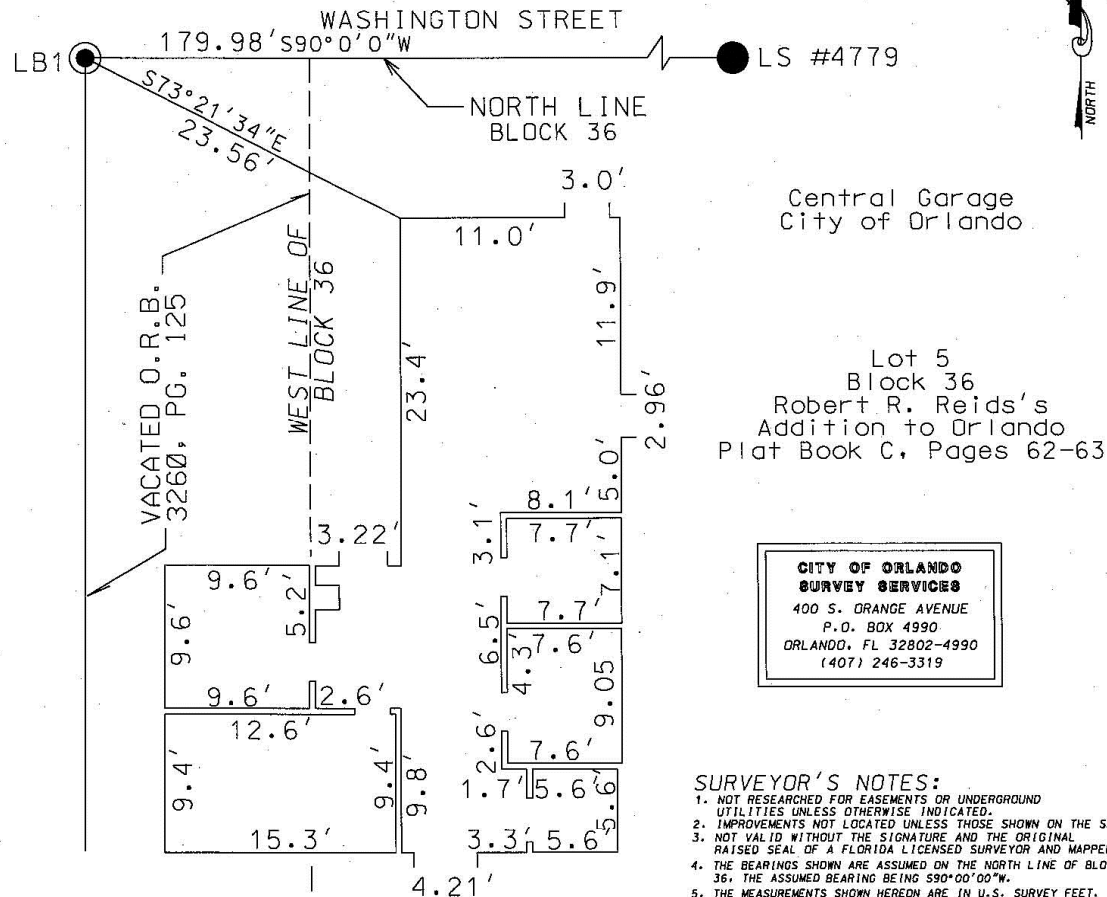
DATE: August 30, 2010
 DRAWN BY: R.Allen
 FILE: 10-242 - 57 W Central Lease.dgn

Exhibit "A (con't)"
 (Diagram of Central Garage Showing Location of Premises)

PARCEL #2

62 West WASHINGTON STREET

A PORTION OF THE GARAGE LOCATED AT 62 WEST WASHINGTON STREET AND BEING A PORTION OF LOT 5, BLOCK 36, ROBERT R REID'S ADDITION TO ORLANDO, AS RECORDED IN PLAT BOOK C, PAGES 62 AND 63 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA;
 SAID PORTION CONTAINING 898.37 SQUARE FEET, MORE OR LESS.



Central Garage
 City of Orlando
 Lot 5
 Block 36
 Robert R. Reids's
 Addition to Orlando
 Plat Book C, Pages 62-63


**CITY OF ORLANDO
 SURVEY SERVICES**
 400 S. ORANGE AVENUE
 P.O. BOX 4990
 ORLANDO, FL 32802-4990
 (407) 246-3319

- SURVEYOR'S NOTES:**
1. NOT RESEARCHED FOR EASEMENTS OR UNDERGROUND UTILITIES UNLESS OTHERWISE INDICATED.
 2. IMPROVEMENTS NOT LOCATED UNLESS THOSE SHOWN ON THE SKETCH.
 3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 4. THE BEARINGS SHOWN ARE ASSUMED ON THE NORTH LINE OF BLOCK 36, THE ASSUMED BEARING BEING S90°00'00\"/>

I HEREBY CERTIFY THAT THIS SKETCH HAS BEEN PERFORMED UNDER MY DIRECTION, AND THAT THIS SKETCH HAS BEEN PREPARED IN ACCORDANCE WITH THE ADOPTED "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 5J-17, F.A.C., PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.

Joseph M. Stokes, Jr. 2/25/11
 DATE

JOSEPH M. STOKES, JR. PSM
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA REGISTRATION NUMBER 5507



PREPARED BY:
CITY OF ORLANDO SURVEY SERVICES
 THIS IS NOT A BOUNDARY SURVEY

LEGEND

- REC NAIL AND DISC
- ⊙ RECOVERED IRON ROD AND CAP
- LS LICENSED SURVEYOR
- LB LICENSED BUSINESS

DATE: FEBRUARY 16, 2011
 DRAWN BY: PSJ
 FILE: 58 AND 62 WEST WASHINGTON LEGAL 2-10-11 POTTER.DGN

Exhibit "A (con't)"
 (Diagram of Central Garage Showing Location of Premises)

PARCEL #2 (con't)

W Washington St

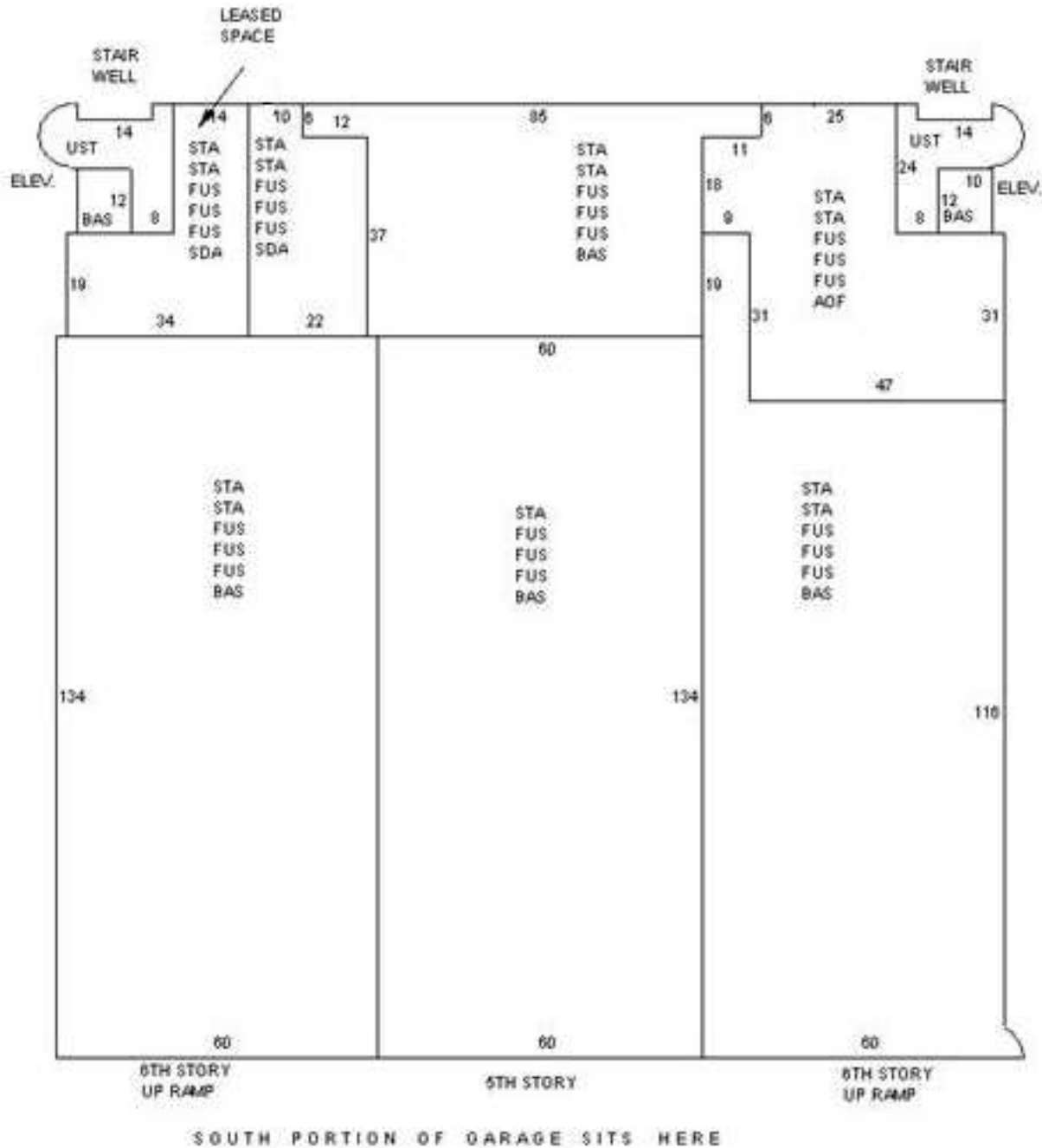
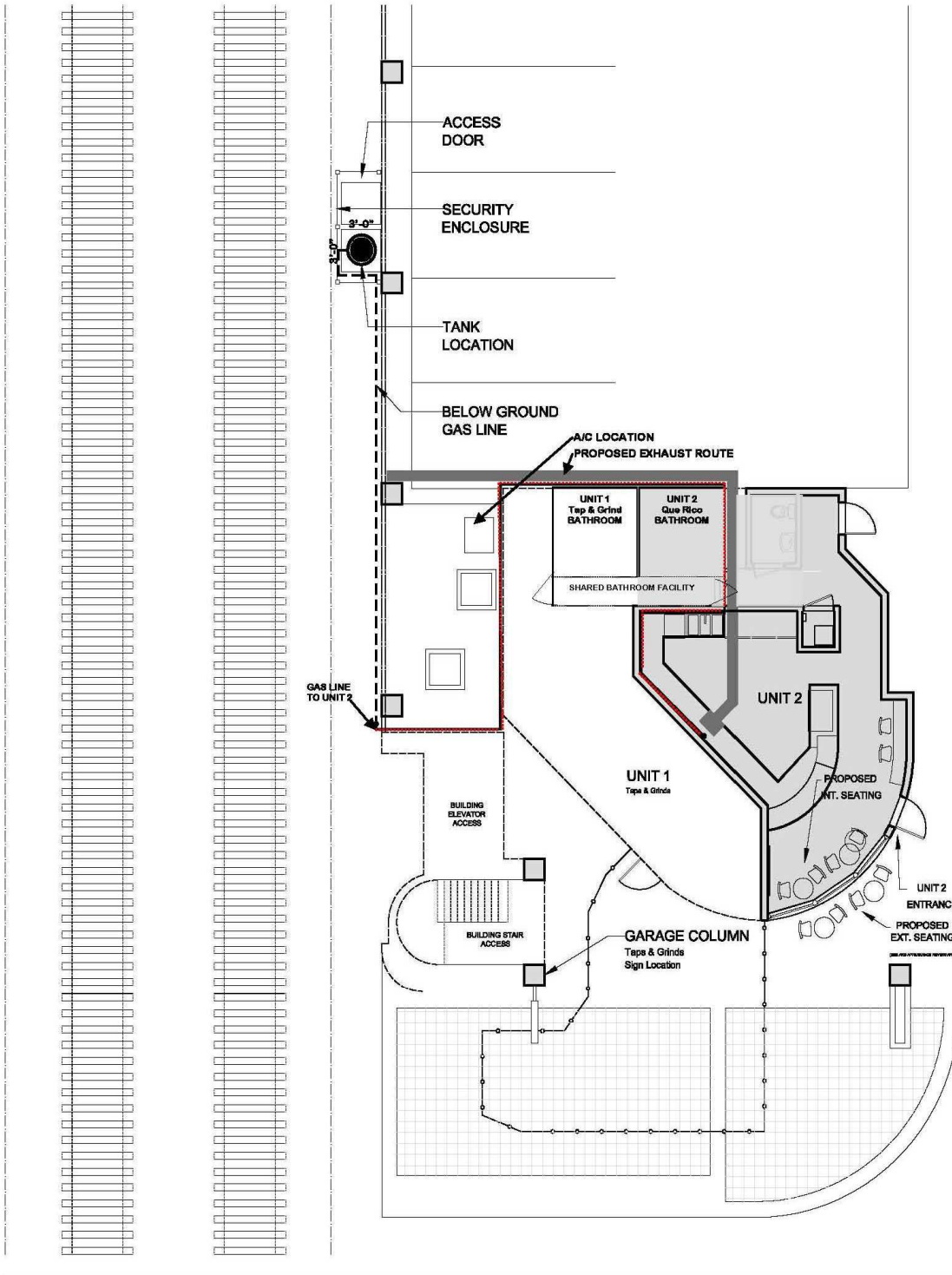


Exhibit "A (con't)"
 (Diagram of Central Garage Showing Location of Propane Tank)

PLAN (SUPER RICO)

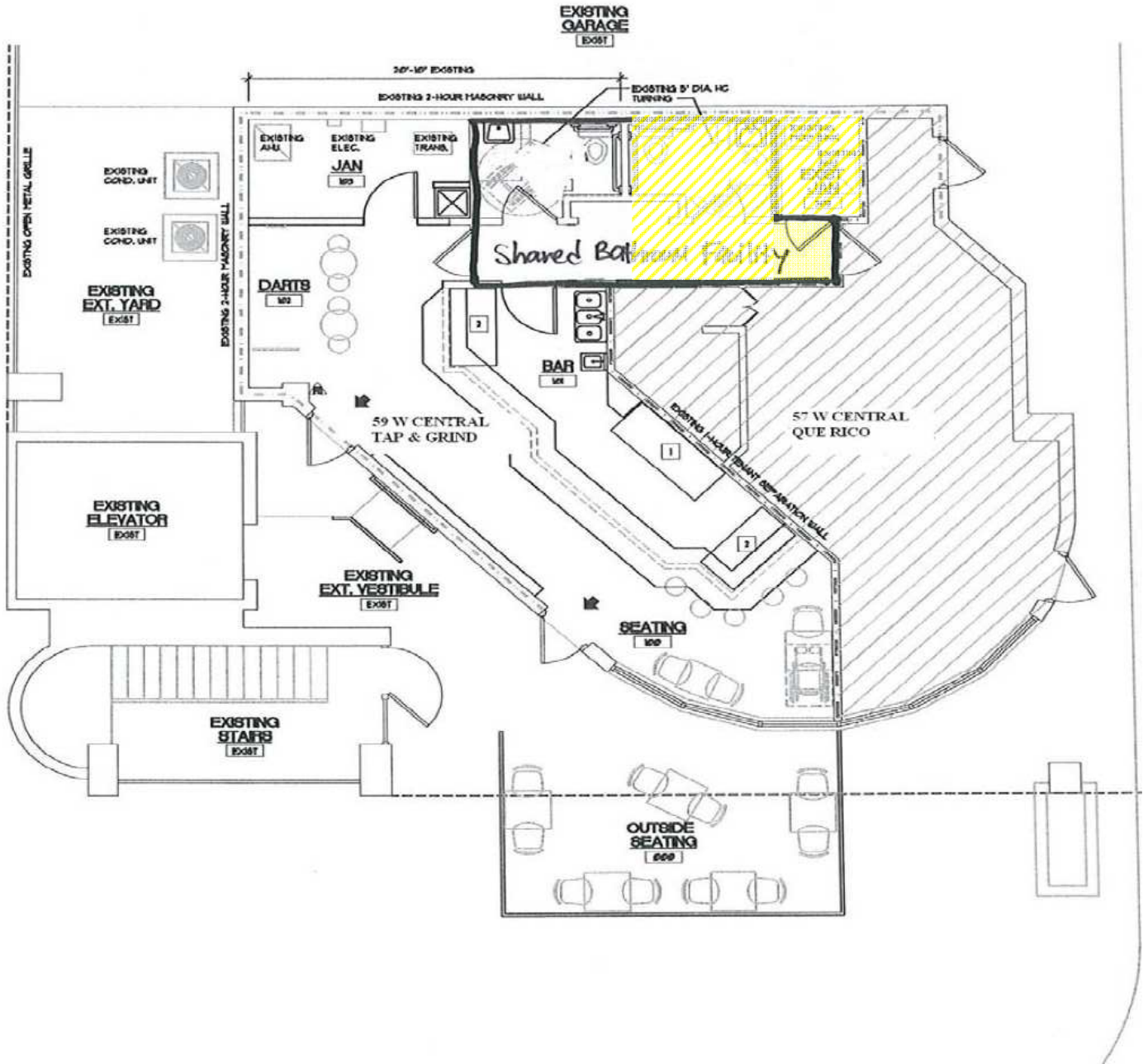
SCALE 1" = 4'



↑ North

W CENTRAL BLVD

Exhibit "B"
(Shared Restroom Facility)



LEASE GUARANTY

In consideration for Landlord's leasing the Premises to Tenant, the undersigned Guarantors (sometimes here collectively referred to as "Guarantor") guarantee the performance of the Tenant(s) under the lease described herein ("Lease") on the following terms and conditions:

1. Description of Lease Guaranteed. Guarantor hereby guaranties the following described lease ("Lease"):

Landlord(s): City of Orlando.

Tenant(s): SuperRico Columbia, LLC. f/k/a Que Rico, LLC, a Florida limited liability company.

Premises: 57 W. Central Blvd, Orlando, FL 32801 & 62 West Washington St., Orlando, FL 32801

Commencement Date: October 22, 2012.

New Expiration Date: June 30, 2018, with two (2) options to renew for one (1) year each, terminable for convenience of either party.

Monthly Rent: \$2,293.23, plus other amounts due under the Lease.

2. Guaranty of Guaranteed Obligations. Guarantor hereby unconditionally and irrevocably guarantees to Landlord:

(a) full and punctual payment by Tenant of all rent for the original and all extended terms of the Lease, as may be provided for under the Lease and by any successor tenant permitted under the Lease; and

(b) payment by Tenant of all other obligations coming due under the Lease for the initial and all extended terms of the Lease, including but not limited to taxes, insurance, utilities, license fees and any other costs incurred for the Premises. The obligations of Tenant described in paragraph (a), above, and this paragraph (b) are herein referred to as the "Guaranteed Obligations".

3. Scope and Extent of Guaranty. Guarantor shall be primarily liable, jointly and severally, with Tenant and any other guarantor of Tenant's obligations in respect to the payment of the Guaranteed Obligations. Guarantor's agreement to guarantee the Guaranteed Obligations is expressly subject to the right of Guarantor to assert any defenses (whether substantive or procedural), set offs and counterclaims that Tenant could itself assert against Landlord under the Lease with the same force and effect as if Guarantor had executed the Lease directly, which right is hereby reserved by Guarantor (except as expressly set forth to the contrary in **Section 5** below). Guarantor hereby waives all notices of protest, dishonor, and notices of acceptance of this Guaranty, and waives all notices of existence, creation, or incurring of new or additional obligations from Tenant to Landlord under the Lease. Guarantor acknowledges that, under the terms of the Lease, Landlord may terminate the Lease or Tenant's right of possession thereunder as a result of a Tenant Event of Default under the Lease and, upon any such termination. Guarantor agrees that this Guaranty is intended to continue in full force and effect following the termination of the Lease or the termination of Tenant's right of possession thereunder as a result of a Tenant Event of Default under the Lease, and that Guarantor shall (except as may be otherwise agreed in writing by Landlord) continue to guarantee the Guaranteed Obligations as contemplated hereunder if any other third party becomes

"Tenant" under the Lease, as a result of an Event of Default under the Lease by Tenant. In any such event, Guarantor shall execute any such documentation ratifying or confirming Guarantor's obligations hereunder, including a new guaranty in the same form as this Guaranty, as Landlord may reasonably require.

4. Period of Guaranty. Subject to the following section, the obligations of Guarantor as to the Guaranteed Obligations shall continue in full force and effect against Guarantor in accordance with the terms hereof for all matters, transactions and things occurring prior to the expiration of the Term (as defined in the Lease) of the Lease, whereupon Guarantor shall have no liability for any matters, transactions or things occurring thereafter, except for any costs and expenses incurred in enforcing the Lease Guaranty. This Guaranty covers any and all of the Guaranteed Obligations, whether presently outstanding or arising subsequent to the date hereof. This Guaranty is irrevocably binding upon and enforceable against Guarantor and the successors of Guarantor in accordance with the terms hereof, and shall inure to the benefit of the Landlord under the Lease, and its successors and assigns.

5. Primary Liability of Guarantor. This is a primary and continuing guaranty of payment of the Guaranteed Obligations, independent of Tenant's obligations under the Lease. Guarantor waives any right or claim to require Landlord (a) to proceed against any person or entity (including Tenant or its successors) to look for payment of the Guaranteed Obligations, or join any such person or entity in any suit under this Guaranty (Landlord may enforce the provisions of this Guaranty and assert claims against Guarantor hereunder without first pursuing any right or remedy against Tenant), (b) to proceed against or exhaust any security given to secure Tenant's obligations under the Lease, or (c) to pursue or exhaust any other remedy within the Landlord's power. Guarantor agrees not to assert any claim that Guarantor may have against Landlord by virtue of Landlord's failure to exercise any rights against Tenant. Guarantor waives any right or claim to force Landlord to proceed first against Tenant and agrees that no delay or refusal of Landlord to exercise any right or privilege Landlord has or may have against Tenant shall operate to impair the liability of Guarantor hereunder. Guarantor agrees that neither bankruptcy, insolvency, other disability, cessation of existence or dissolution of Tenant shall in any manner impair, affect, or release the liability of Guarantor hereunder, and Guarantor shall be and remain fully liable hereunder in accordance with the terms hereof. Guarantor understands and acknowledges that, by virtue of this Guaranty, Guarantor has specifically assumed any and all risks of a bankruptcy or reorganization case or proceeding with respect to Tenant or its successors. Guarantor hereby acknowledges and agrees that the Guaranteed Obligations shall not be reduced by the amount of any funds which Landlord is required to return to Tenant (or the legal estates thereof) pursuant to a bankruptcy or reorganization case or proceeding with respect to Tenant. Guarantor waives any right to participate in any security now or hereafter held by Landlord. Landlord may, without notice or demand and without affecting Guarantor's liability hereunder, from time to time, compromise, extend or otherwise modify any or all of the terms of the Lease. Guarantor further waives all defenses afforded guarantors based on suretyship or impairment of collateral under applicable law, other than payment and performance in full of the Guaranteed Obligations. Until all of Tenant's obligations to the Landlord with respect to the Guaranteed Obligations have been discharged in full, any and all rights of subrogation which Guarantor may have or be entitled to against Tenant shall be and are hereby subordinated to the rights of the Landlord against Tenant with respect thereto.

6. Place of Performance. All payments to be made hereunder shall be payable in Orlando,

