

**LEASE AGREEMENT BETWEEN
THE CITY OF ORLANDO, FLORIDA
AND
Big Storm Pinellas LLC**

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 20____, (“Effective Date”) by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (“Landlord”), and **Big Storm Pinellas LLC** a **Florida limited liability company** (Tenant).

RECITALS

A. Landlord owns the Amway Center (“Center”) located at the intersection of West Church Street and Hughey Avenue in downtown Orlando, Florida, which is legally described in **Exhibit “A”** attached hereto and made a part hereof. For purposes of this Lease, “Center” shall include not only the building but also the land upon which the building is located extended to the right of way. The building located on the Center is herein referred to as the “Arena”;

B. Based upon its construction of the building, the Arena has achieved the status of LEED Gold-certified Building and desires to continue to maintain LEED status in the operation of the facility);

C. Tenant desires to lease certain space within the Arena from Landlord for the operation and management of a Brewery/Restaurant;

D. The Brewery/Restaurant will provide a friendly and inviting dining and entertainment experience designed to promote a safe, attractive, entertainment area within the neighborhood where it is located; and

E. For such purposes and based upon this understanding, Landlord has agreed to lease to Tenant the space described herein, pursuant to the terms and conditions hereof.

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

ARTICLE 1. GRANT AND TERM

1.1 Recitals. The foregoing recitals are true and correct and are incorporated into and made a part of this Lease the same as if fully set forth herein.

1.2 Definitions.

a. “Additional Rent” shall have the meaning set forth in **Section 2.11**.

b. “Appearance Review Board” shall mean the Appearance Review Board of the City of Orlando, Florida as further described in **Section 5.3**.

c. “Arena” shall mean the Amway building, as currently named and located on the land herein designated as the Center.

d. “Center” shall mean the building and the surrounding land the Amway Arena, as currently named, located at the intersection of Church Street and Hughey Street in Orlando, Florida.

e. “Center Use Agreement” shall mean the Events Center Use Agreement between the City of Orlando and Orlando Events Center Enterprises, LLC dated February 11, 2008, as amended by the First Amendment to Events Center Use Agreement dated January 27, 2014, and as may be further amended from time to time.

f. “City Code” shall mean the Orlando City Code as amended from time to time.

g. “Common Area(s)” shall the mean area(s) located outside of the Arena, but within the Center which Tenant may use in common with other tenants of the Center as further described in **Section 4.1**.

h. “Gross Sales” shall mean the sales from Tenant’s business on the Premises, Tenant’s Limited Common Area and Temporary Area further defined in **Section 2.2** hereof.

i. “Intended Use” shall mean the sole use Tenant may make of the Premises, Tenant’s Limited Common Area and Temporary, which shall be a casual dining restaurant and brewery utilized for the manufacture and sale of beer as further described in **Section 3.1**.

j. “Landlord Event of Default” shall mean Landlord’s breach of any of those terms and conditions of this Lease as described in **Section 8.3**

k. “Lease Commencement Date” shall mean the date set forth in **Section 1.4**.

l. “Landlord Termination Date” shall mean the date of termination of this Lease as a result of a Tenant Event of Default as further described **Section 8.2**.

m. “Monthly Base Rent” shall mean the minimum monthly rent Tenant must pay under this Lease as further described in **Section 2.1**.

n. “Leasehold Tax” shall mean the ad valorem tax on the Premises, Tenant’s Limited Common Area and Temporary Area Tenant must pay to be remitted to Orange County, Florida, as further described in **Section 2.6**.

o. “Magic” shall mean the NBA team known as the Orlando Magic who play home games in the Center.

p. “Minimum Business Hours” shall mean Tenant’s required minimum hours it shall be open for business as further described in **Section 3.2**.

q. “Monthly Base Rent” shall mean the minimum rent Tenant must pay to Landlord each month as further described in **Section 2.1**.

r. “Monthly Percentage Rent” shall mean the percentage of Gross Sales Tenant must remit under certain conditions as rent as further described in **Section 2.3**.

s. “Net Monthly Percentage Rent” shall mean the excess of the percentage rent Tenant must pay as rent in any month should the Monthly Percentage Rent exceed the Monthly Base Rent as further described in **Section 2.4**.

t. “Operating Concept” shall mean the standard which Tenant must meet in the manner in which it conducts its business as further described in **Section 3.4 A**.

u. “PP&F” shall mean Tenant’s personal property and furniture reasonably necessary for the operation of Tenant’s business as further described in **Section 5.2**.

v. “Premises” shall mean the space in the Arena leased to Tenant pursuant to this Lease and as further described in **Section 1.3**.

w. “Rent Commencement Date” shall mean the date when Tenant shall be obligated to begin paying rent as further described in **Section 2.1**.

x. “Rules and Regulations” shall mean the general rules and regulations Tenant must abide by under the terms and conditions of this Lease promulgated from time to time by Landlord as further described in **Section 3.2**.

y. “Security Deposit” shall mean the deposit Tenant must post with Landlord as further described in **Section 2.13**.

z. “Temporary Area” shall mean the area adjacent to the Premises, which Tenant shall have the temporary right to occupy upon consent of Landlord as further described in **Section 1.3**.

aa. “Tenant Event of Default” shall mean Tenant’s breach of any of those terms and conditions of this Lease as described in **Section 8.1**.

bb. “Tenant Improvements” shall mean the improvements Tenant shall make to the Premises in order to engage in the Intended Use, as further described in **Section 5.1**.

cc. “Tenant’s Limited Common Area” shall mean that part of the Common Area at the Center on which Tenant shall have exclusive possession as further described in **Section 1.3**.

dd. "Tenant Termination Date" shall mean the date of termination of this Lease as a result of a Landlord Event of Default as further described **Section 8.4**.

ee. "Termination for Convenience" shall mean the right of either party to terminate this Lease for its convenience as further described in **Section 9**.

ff. "Yearly Period" shall mean the period beginning October 1 and ending on September 30 of each full year during the term of the Lease, for purposes of calculating one component of Monthly Percentage Rent as further described in **Section 2.3** hereof.

1.3 Premises. Landlord does hereby lease, let and demise unto Tenant, and Tenant does hereby lease from Landlord the Premises and a limited common area as shown and outlined on **Exhibit "B"** attached hereto and made a part hereof. The interior space described in **Exhibit "B"** contains approximately four thousand one hundred sixty (4,160) gross square feet, having an address of 430 West Church Street, Orlando, FL 32801 (Parcel I.D. No. 26-22-29-6305-10-000). The outdoor area located adjacent to the Arena as shown in **Exhibit "B"** labeled "Tenant's Limited Common Area" shall be Tenant's limited common area for Tenant's exclusive use, to the extent provided herein ("Tenant's Limited Common Area"). Tenant shall have, hold and use the Premises and Tenant's Limited Common Area 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 in this Lease. Tenant's Limited Common Area shall be subject to a right of access by the Landlord and its designated agents in order to maintain the Center and utilize any utilities lines located thereon, such as but not limited to grease trap outlets, lighting poles, hardscape, trees and other landscaping, which must be serviced regularly; however, such access shall be authorized only whenever Tenant is not open for business, except in the case of emergency. Until Landlord otherwise advises Tenant in writing, Tenant may also occupy and use on a temporary basis the area shown in **Exhibit "B"** labeled "Temporary Area" on the same terms and conditions as Tenant's Limited Common Area, except to the extent otherwise set forth herein. Any notice to vacate the Temporary Area shall be provided to Tenant as soon as Landlord has determined a need for the location, but in any event at least forty-eight (48) hours prior to the time Tenant must vacate that area. The Temporary Area shall also be subject to the same blanket easement as encumbers Tenant's Limited Common Area. Tenant acknowledges it has fully inspected and accepts the Premises, Tenant's Limited Common Area and the Temporary Area in their present "AS IS" condition.

Tenant generally shall have the right to place furniture and equipment in Tenant's Limited Common Area and Temporary Area as normally utilized as part of the Intended Use, including but not limited to tables, chairs and movable barriers outlining the boundaries of the Tenant's Limited Common Area and Temporary Area. At such times as Tenant must vacate the Temporary Area, Tenant shall promptly remove and store all of its furniture, equipment and the rest of its property completely vacating the area at its sole cost and expense. All temporary and permanent improvements, furniture, equipment or otherwise to be located in Tenant's Limited Common Area and Temporary Area must first be approved in writing by Landlord in its sole and absolute discretion. Generally permanent improvements will not be allowed except under exceptional circumstances and then only in Landlord's sole and absolute discretion. Tenant shall be solely

responsible for the security and safety of all such furniture, equipment and any improvements placed within the Premises, Tenant's Limited Common Area and the Temporary Area.

1.4 Term of Lease. The parties agree that the term of this Lease shall be for ten (10) years. The term of the Lease shall commence on _____, 20__ (Lease Commencement Date) and end on _____, 20__ (Expiration Date), unless extended or terminated as provided herein ("Term").

1.5 Renewal of Lease. So long as Tenant has abided by all terms and conditions of this Lease during the initial Term, upon the mutual agreement of the parties, the Lease may be extended for one (1) additional term of five (5) years with Monthly Base Rent increasing for each renewal as provided in section 2.1. Should Tenant desire to renew the Term, it must give City written notice thereof at least ninety (90) days prior to the expiration of the Term.

1.6 Failure To Open. Tenant shall proceed with all deliberate speed to obtain the permits and licenses necessary to buildout the Premises and shall diligently construct such buildout without interruption through final completion. The City of Orlando will continue to operate the restaurant until the Tenant receives local, state and federal approvals. Once approvals are received the Tenant will have one hundred twenty (120) days from final approval to open for business. In any event, Tenant will open for business within four (4) months following the receipt of all required approvals. TIME IS OF THE ESSENCE. In the event Tenant shall fail to open for business, fully fixtured, stocked and staffed within one hundred twenty (120) days after receipt of local, state and federal approvals, Landlord shall have, in addition to any and all remedies provided herein, the option to extend the deadline for opening for business for a period of up to two (2) months or in the alternative to terminate this Lease. If the Landlord exercises its option to terminate the Lease, Tenant shall immediately vacate the Premises and reimburse Landlord for all rent which has been abated and forfeit the entire security deposit referenced in section 2.13. Tenant may not remove any of the improvements made to the Premises by Landlord or Tenant, including but not limited to any HVAC system, electrical or other components, flooring, bar, sound system, lighting fixtures, hood system, cabinets, etc. Tenant may however, remove personal property provided and paid for by the Tenant, such as chairs, tables, pots, pans, televisions, silverware, decorations not permanently affixed to the Premises, but only in the event it has satisfied all of its other obligations set forth in this Lease. Tenant shall also be liable for Landlord's damages resulting from the failure to open by the deadline date.

1.7 Quiet Enjoyment. Landlord covenants that Tenant shall be entitled to the quiet, peaceful enjoyment and use of the Premises and Tenant's Limited Common Area during the Term and any renewal term of this Lease, for so long as Tenant shall faithfully keep, perform and fulfill all covenants, promises, terms and conditions of this Lease.

1.8 Landlord's Access to Premises and Tenant's Limited Common Area and Temporary Area. Notwithstanding the foregoing, Landlord and Landlord's agents shall have the right to enter the Premises, Tenant's Limited Common Area and Temporary Area 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 and security measures, making such alterations, repairs, improvements or additions to the Premises, Tenant's Limited Common Area and Temporary Area, as Landlord may reasonably deem necessary or desirable, and for installing, using and maintaining utilities, services, pipes and conduits through the Premises, Tenant's Limited Common Area and Temporary Area and/or other premises in the Center, so long as there is no material adverse effect on Tenant's use of the Premises, Tenant's Limited Common Area and Temporary Area. Landlord at any time, on or about the Premises, Tenant's Limited Common Area and Temporary Area may place, at any time during the last one hundred twenty (120) days of the Term or renewal term, if applicable, any ordinary "For Lease" signs and show the Premises, Tenant's Limited Common Area and Temporary Area to potential new tenants.

ARTICLE 2. RENT, TAXES, UTILITIES & SECURITY DEPOSIT

2.1 Monthly Base Rent. Beginning on the 91st day after local, state and federal approvals are received and continuing throughout the remaining initial term of this Lease, Tenant shall commence paying to the Landlord, without prior demand, deduction or set-off, a combination of Monthly Base Rent and Monthly Percentage Rent, plus applicable Florida state sales tax. The date the obligation to pay rent shall commence is herein referred to as the "Rent Commencement Date". No rent shall be owed for the period prior to the Rent Commencement Date; however, Tenant must commence paying prorated Leasehold Tax on the Lease Commencement Date. Monthly Base Rent and prorated Leasehold Tax shall be payable monthly in advance on the first day of the month for which it is owed.

The minimum annual rent Tenant must initially pay per year is eighteen thousand dollars (\$18,000.00). The minimum rent must be paid in advance on the first day of each month in equal installments of fifteen hundred dollars (\$1,500.00), prorated to the extent necessary, and continuing on the first day of each and every calendar month thereafter until otherwise provided herein ("Monthly Base Rent"). On the first day of the fifth (5th) year following the Rent Commencement Date, the total Monthly Base Rent per year will increase ten percent (10%) over the total amount required to be paid in the previous year, and on the first day of each year thereafter, the total Monthly Base Rent per year will increase two percent (2%) over the total amount required to be paid in the previous year. Should this Lease be renewed, the Monthly Base Rent will increase on the first day of each year of the Renewal Term, by two percent (2%) over the total Monthly Base Rent amount required to be paid in the previous year.

In addition to Monthly Base Rent, Tenant must also pay Monthly Percentage Rent which shall be calculated and paid in the manner provided in **Section 2.3** hereof.

2.2 Gross Sales. For purposes of this Lease in calculating Monthly Percentage Rent, "Gross Sales" shall mean and be deemed to include the total of all sales made in the Premises, Tenant's Limited Common Area and the Temporary Area if a sales order is secured, received or prepared in the Premises, Tenant's Limited Common Area or Temporary Area, whether or not such order is filled or delivered elsewhere for the period of time while this Lease is in effect but only beginning on the Rent Commencement Date. Notwithstanding the foregoing, from Gross Sales shall be subtracted all sales taxes and tips paid, which are not retained by Tenant, but are paid over to employees as a gratuity by the recipient of the items and services provided by Tenant.

2.3 Monthly Percentage Rent. Monthly Percentage Rent shall be calculated as a percentage of Gross Sales made during preceding calendar month period. For purposes of this lease, the “yearly period” (“Yearly Period”) shall be the period beginning October 1 and ending September 30 of the following year; provided however, if the Rent Commencement Date does not occur on October 1, the first Yearly Period shall be the period beginning on the Rent Commencement Date and ending on the following September 30th. Further in the event that this Lease terminates on a day other than September 30th, the final Yearly Period shall commence on the last October 1 of the term of the Lease and terminate on the last day of the term of the Lease. The Monthly Percentage Rent shall be **ten percent (10%) of Gross Sales** made in that month. See also **Exhibit “C”** attached containing a spread sheet, providing examples illustrating the manner in which Monthly Base Rent and Monthly Percentage Rent calculations should be made.

No later than ten (10) days after the end of the pertinent calendar month, Tenant shall deliver to City a written statement certified by management setting forth (i) the amount of Gross Sales made during the preceding calendar month, (ii) all sales tax paid on Gross Sales by Tenant for the preceding month, and (iii) the type and amount of exclusions from Gross Sales taken during the preceding month (the “Statement of Gross Sales”).

2.4 Total Rent Payments Each Month. In order to arrive at the amount, if any, that is owed for Monthly Percentage Rent, from the Monthly Percentage Rent owed in a month shall first be subtracted the Monthly Base Rent previously paid for that month. Any remaining overage amount of the Monthly Percentage Rent, i.e., the Net Monthly Percentage Rent, shall be paid to Landlord by no later than the 15th day of the month immediately following the monthly period in which the related Gross Sales were made. If the amount owed for Monthly Percentage Rent for a month is less than the Monthly Base Rent paid for that month, there will be no Net Monthly Percentage Rent to be paid for that month. For any months in which no Net Monthly Percentage Rent is owed, there will be no credits given against any Net Monthly Percentage Rent payments due in following months. In summation, the total rent to be paid each month shall be in an amount equal to at least the Monthly Base Rent. On those occasions when 10% of the gross sales for a preceding month is larger than the Monthly Base Rent in a current month, the overage shall be paid as Net Monthly Percentage Rent for the preceding month less the base rent previously paid.

Notwithstanding expiration or termination of this Lease for any other reason, Tenant shall pay Landlord the Net Monthly Percentage Rent on the 15th day of the month immediately following termination, for the last monthly period of the term of this Lease or fraction thereof. For purposes of computing Net Monthly Percentage Rent for the first and last monthly periods of the term of this Lease, if either is less than a full calendar month, the pro-rated Monthly Base Rent for such fractional period shall be deducted from the Monthly Percentage Rent owed for such fractional period. TIME IS OF THE ESSENCE of each provision of this Lease relating to the dates when Monthly Base Rent, Monthly Percentage Rent, Leasehold Tax payments and Additional Rent are due. If the first day upon which rent becomes payable is other than the first day of any calendar month, the rent for the balance of that month shall be prorated and paid by Tenant on the first day for which rent is owed, calculated on a daily rate based upon a thirty (30) day month.

2.5 Business Documentation Records and Submittals. In order for Landlord to properly calculate the rent due from Tenant and meet requirements of third parties with respect to operations within the Center, Tenant agrees to maintain and/or submit as requested from time to time the following records, documents and reports:

a. Tenant shall keep full, complete and proper books, records, and accounts of its daily and hourly gross sales, both for cash and on credit, at any time operated in the Premises, Tenant's Limited Common Area and Temporary Area. Landlord, its agents and employees, upon reasonable notice, shall have the right at any and all times, during regular business hours, to examine and inspect all of the books and records of Tenant, including any sales tax reports, pertaining to the business of Tenant conducted in, upon or from the Premises, Tenant's Limited Common Area and Temporary Area, which Tenant shall produce upon demand by Landlord or Landlord's agents for the purpose of investigating and verifying the accuracy of any statement of Gross Sales. At the same time each month Tenant sends to the Florida Department of Revenue its Sales Tax Report Form DR-15, Tenant shall also provide a copy to Landlord for use in conjunction with determining Monthly Percentage Rent.

b. Tenant's books and records shall include the day and time of day each sale is made for purposes of accounting to third parties having contract rights with Landlord entitling such third parties to participate in the rents payable pursuant to this Lease. Tenant shall coordinate its method of registering the date and time of sales so as to accommodate Landlord's needs in this regard, prior to commencing business and make certain that the accounting of such sales is recorded in the manner needed by Landlord to meet Landlord's third-party contractual requirements in this regard. As often as Landlord may require, Tenant shall submit hourly cash register reports for all Gross Sales. All of Tenant's recordkeeping books and records to the extent necessitated by Landlord's requirements shall be maintained and completed without charge to Landlord.

c. When Landlord requests in writing, Tenant will submit whatever additional reports Landlord may reasonably require concerning Tenant's business operations and other activities conducted on the Premises, Tenant's Limited Common Area and Temporary Area as such relates to the provisions of this Lease.

2.6 Leasehold Tax. In addition to the Monthly Base Rent, Tenant shall pay to Landlord the Leasehold Tax assessed against the Premises, Tenant's Limited Common Area and Temporary Area. The Leasehold Tax is an ad valorem tax assessed on the Premises, Tenant's Limited Common Area and Temporary Area by the Orange County Property Appraiser. The annual Leasehold Tax assessed on the Premises, Tenant's Limited Common Area and Temporary Area shall be prorated on a monthly basis with the first payment due on the Lease Commencement Date and thereafter paid on the first day of each following month, in the amount shown below.

The tax shall be held by Landlord for payment of Tenant's tax obligation at such time prescribed by the Orange County Tax Collector. When the payment of Monthly Base Rent commences, Tenant shall pay the monthly Leasehold Tax at the same time and with each payment of the Monthly Base Rent. 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 a balance is due. The prorated Leasehold Tax is calculated as follows, but is subject to change based upon the Property Appraiser's annual assessment:

$\$20,964.95$ (Estimated Leasehold Tax liability) \div 12 months = $\$1747.07$ per month
(The foregoing amount will likely increase at such time as the
County considers the Tenant Improvements.)

2.7 Florida State Sales and Other Taxes. Tenant shall be responsible for the payment of all applicable sales and use taxes (or any excise taxes imposed in lieu thereof) which 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. Tenant shall pay such taxes to Landlord at the same time that rent payments or other payments classified as rent are made by Tenant to Landlord. The current State of Florida Sales Tax in Orange County, Florida is 6.0%. In addition, Tenant shall pay to the appropriate governing authority all applicable personal property taxes and fees relating to the Premises, Tenant's Limited Common Area and Temporary Area, such as but not limited to any taxes on or relating to the leasehold improvements, fixtures and equipment located on the Premises, Tenant's Limited Common Area and Temporary Area, subject to any exemptions from the payment of such taxes under Florida Law.

2.8 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).

2.9 Late Payments. All Monthly Base Rent payments shall become due and payable without notice or demand on the due date, but Tenant shall not be deemed to be in default under this Lease unless a payment remains unpaid for more than ten (10) days after its due date. Any Monthly Base Rent payment made more than five (5) days after due date (due date shall be as of 5:00 p.m. of the first day of the month regardless of holidays or weekends) shall be accompanied by a late charge equal to ten percent (10%) of the amount due. Any late charges becoming due under this paragraph if not paid with the late rent payment shall be added to and become due with the next Monthly Base Rent payment.

2.10 Method of Payment. All rental payments shall be paid in check, cash, bank wire transfer/ACH, cashier's check, or money order to City of Orlando and mailed or hand-delivered to the Amway Center, 400 West Church Street, Suite 200, Orlando, Florida 32801. In the event two (2) payments received by Landlord are returned by the bank for insufficient funds within a twelve (12) month period, all future payments must be paid in cash, cashier's check or money order.

2.11 Additional Rent. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Monthly Base Rent, Monthly Percentage Rent and payments of the Leasehold Tax, 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 Base Rent.

2.12 Utilities. Tenant shall arrange and pay for the installation of a meter to calculate Tenant's consumption and amounts owed for electricity service. Tenant shall arrange for, and shall pay directly all connection fees, upgrades and other charges, rents and fees (together with any applicable taxes or assessments thereon) stormwater utility fees and other fees when due for any utility services provided directly by the provider, except where such services are provided by the Landlord, which shall be billed on a pro-rata basis. Utility services not directly billed to Tenant, such as water, gas, air conditioning, heat, sewer, garbage collection, telephone, satellite and cable television, grease trap cleaning and maintenance fees or similar services in connection with the use or occupancy of the Premises, Tenant's Limited Common Area and Temporary Area shall be billed by Landlord to Tenant and shall be paid to Landlord within ten (10) days of the billing date. Tenant agrees not to dispute the allocation of such costs and expenses, so long as Landlord can provide a reasonable explanation for the method used in making such determinations.

Tenant shall be responsible for 100% of the utility charges for the Premises, Tenant's Limited Common Area and Temporary Area, as prorated and billed by Landlord to Tenant and as otherwise billed directly by any other utility service provider. Landlord shall not be responsible or liable in any way whatsoever for the impairment, interruption, stoppage, or other interference with any utility services to the Arena, Premises, Tenant's Limited Common Area or Temporary Area. In any event no interruption, termination or cessation of utility services to either the Premises or Tenant's Limited Common Area and Temporary Area shall relieve Tenant of its duties and obligations pursuant to this Lease, including, without limitation, its obligation to pay all rent as and when the same shall be due hereunder.

Should Tenant require utility services in either Tenant's Limited Common Area or Temporary Area, Tenant shall first obtain Landlord's written approval thereof as well as the method, means and installation locations thereof. Consent to the addition of such utilities shall be in Landlord's sole discretion as owner of Tenant's Limited Common Area and Temporary Area and not in its regulatory capacity. Tenant shall be solely responsible for paying all costs associated with the installation and usage thereof, and all permits required by any regulatory authorities, including the City of Orlando.

2.13 Security Deposit. A security deposit ("Security Deposit") equal to twenty thousand dollars (\$20,000.00) must be paid 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. In accordance with section 1.6, Failure to Open, Tenant agrees to forfeit the entire security deposit if Landlord terminates this lease as a remedy for failure to open.

Should Landlord apply the entire Security Deposit, or any portion thereof, against amounts owed by Tenant in accordance with the provisions hereof, Tenant shall forthwith upon demand pay to Landlord an amount sufficient to restore the Security Deposit to the required amount specified herein. 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.

ARTICLE 3. CONDUCT OF BUSINESS BY TENANT

3.1 Intended Use of Premises, Tenant's Limited Common Area and Temporary Area. Tenant may use the Premises, Tenant's Limited Common Area and Temporary Area for the "Intended Use" only, which shall be for a casual dining restaurant and brewery utilized for the manufacture and sale of beer. Tenant may serve alcoholic beverages, subject to compliance with applicable state beverage laws and local zoning regulations, and provided that the sale of such alcoholic beverages is accessory to the main use of the Premises, Tenant's Limited Common Area and Temporary Area. Tenant shall comply with industry standards for beer, wine, and other alcoholic beverages regarding quality, quantity, storage and handling. Tenant shall conduct its business on the Premises, Tenant's Limited Common Area and Temporary, under Tenant's trade name of "Big Storm Brewing Co." in compliance with City of Orlando Land Development Code. Tenant may change its trade name upon approval in writing from Landlord, which shall not be unreasonably withheld. The sale of alcoholic beverages, package or otherwise, for off-Premises consumption is strictly prohibited. Tobacco smoking shall be allowed only in the designated area of Tenant's Limited Common Area as provided for in **Section 1.2** hereof. No other uses shall be permitted without the prior written consent of Landlord. Tenant shall continuously use and occupy the Premises, Tenant's Limited Common Area and Temporary Area 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, Tenant's Limited Common Area and Temporary Area for any other purpose. Tenant shall conduct its business in the Premises, Tenant's Limited Common Area and Temporary Area solely under Tenant's trade name. Nothing contained in this Lease shall be construed as giving Tenant an express or implied exclusive use in the Center, as any such provisions are for the benefit of Landlord in marketing the Center. Tenant shall have no right to require that Landlord enforce any exclusive uses within the Center, should Landlord

elect not to do so. Tenant acknowledges however that there may be provisions in other lease agreements within the Center, which grant exclusive use rights, and the provisions of this Lease and others for space within the Arena concerning "intended uses" are in the nature of restrictive covenants running with the land.

3.2 Conduct of Business. Beginning no later than the date required in **Section 1.4** hereof and continuing throughout the Lease Term, Tenant shall actively and continuously conduct its business upon one hundred percent (100%) of the Premises, Tenant's Limited Common Area and Temporary Area for lunch and dinner service, three hundred sixty (360) days a year, including every day on which any events are hosted either in the Arena or on adjoining streets ("Minimum Business Hours"). If Tenant desires to close on certain dates a request can be submitted to the Chief Venues Officer for approval. Tenant shall post the hours the Premises, Tenant's Limited Common Area and Temporary Area will be open for business. 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 section, but no interruption of business shall affect Tenant's responsibility to pay any form of rent due. Tenant shall conduct its business in strict conformance with any rules and regulations promulgated by Landlord from time to time sometimes herein referred to as the "Rules and Regulations". TIME IS OF THE ESSENCE of each provision of this Lease relating to Minimum Business Hours Tenant shall maintain.

When the Arena is open for use Tenant shall cooperate with Landlord in restricting access through the door connecting the Premises directly to the interior of the Arena. Tenant agrees to be solely responsible for prohibiting access when the Arena is not open for use to any persons. In the event that a building use agreement prohibits alcohol sales the interior door to the atrium of the arena will be locked prohibiting access.

3.3 Quality of Products and Service. Tenant recognizes the quality of food and beverages sold in the Premises, Tenant's Limited Common Area and Temporary is a matter of highest concern and is the essence of this Agreement. Tenant shall serve only high quality food and beverages and provide a standard of service and quality comparable to high-quality establishments in the Orlando area. All food and beverages 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 shall be delivered, 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.

3.4 Product Use Restrictions. Pursuant to the Center Use Agreement which is subject to change from time to time, the use of the Premises is subject to the following restrictions, and Tenant agrees to comply with such restrictions as follows:

a) Tenant shall not sell "Basketball Retail Goods", any form of apparel, or any other items of the type sold at the Orlando Magic Team Store. "Basketball Retail Goods" shall mean for purposes of this Lease, apparel and merchandise associated with (i) the NBA, the WNBA or the NBADL or any of their respective teams (including the Orlando Magic) or players; (ii) any other league

associated with, sponsored by or branded with the Marks of the NBA, WNBA or NBADL and any of their respective teams or players; or (iii) any USA national basketball team or player;

b) Tenant's restaurant shall not have a sports theme provided however, Tenant shall be allowed to display televisions broadcasting sporting events and not be deemed a "sports theme" for purposes of this section;

c) Tenant shall not be owned by a competitor of the Naming Rights Sponsor or any sponsor of the Magic in any of the categories set forth in Exhibit "D" attached hereto and incorporated herein ("Exclusive Magic Advertising Categories");

d) Tenant shall not sell, permit or display advertising or signage (including electronic signage) on the Premises, that conflict with any occupied portion of an Exclusive Magic Advertising Category listed in Exhibit D;

e) Tenant shall not serve, display or sell products that conflict with the products of any occupied portion of an Exclusive Magic Advertising Category listed in Exhibit D.

(The foregoing prohibition is not meant to exclude advertising within a listed category for the company listed within each category).

In addition to the foregoing advertising exclusivities, per its agreements with the Orlando Magic, Landlord is obligated to abide by agreements made by the Orlando Magic with regard to pouring rights that the Magic may grant to vendors ("Pouring Rights"). The Magic has granted exclusive Pouring Rights to PepsiCo; therefore, Tenant shall not sell soft drinks, bottled water, juices, teas, isotonic, energy drinks, energy bars, smoothies, frozen drinks, protein shakes, and packaged salty snack foods other than those made or distributed by PepsiCo.

With regard to Advertising and Pouring Rights, the Magic has reserved the right to add to, modify or terminate exclusivities agreements from time to time, which shall be done in accordance with Landlord's agreements with the Magic. Should that happen, Landlord will advise Tenant of such changes and Tenant agrees to abide by such new restrictions upon sixty (60) days prior written notice to Tenant. In any in-market advertising or at times when any mention is made of Tenant's business in the Center or Tenant's logo associated therewith, in, including but not limited to print, radio, TV, web, outdoor billboards and social media, Tenant shall not allow the mentioning of any competing interests that conflict with the foregoing listed exclusivities as may be modified from time to time.

3.4 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 comparable to those at best in class casual dining restaurants in Orlando. For purposes of

this Lease, the terms “Operating Concept” shall refer to Restaurant hours of operation and menus for all food and beverage service at the Restaurant, complete with pricing.

b. Landlord may require Tenant to buy products of sponsors purchasing exclusive placement rights, pursuant to a sponsorship agreement with Landlord.

c. Tenant shall comply with all Occupational Safety Health Administration (“OSHA”), Americans with Disabilities Act (“ADA”), fire and health regulations applicable to the Restaurant/Lounge and Tenant’s services.

d. Tenant shall comply with the City’s “Single Use Products on City Property Policy,” City Policy and Procedure 137.2 (for a copy, contact Procurement at 407.246.2291), As set forth in the policy, effective October 1, 2019, Single-use products (which are defined as polystyrene products, plastic straws, and plastic bags) may not be sold or disbursed on City property by City contractors or permittees, unless authorized by the Chief Administrative Officer, Chief Financial Officer, Chief Venues Officer, or their designees. In recognition of the needs of customers with disabilities, plastic straws may be provided upon request. The use of biodegradable, compostable, recyclable, and reusable materials are highly encouraged.

e. Tenant shall establish and perform preventative routine maintenance programs on its food service equipment in accordance with manufacturers’ recommendations. In addition, Tenant shall provide, install and maintain fire extinguishers, 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 Premises. As part of the 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 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.

f. Tenant shall maintain in good and clean order Tenant’s Limited Common Area and Temporary Area, including but not limited to removing all trash, paper, debris and pressure washing all areas and otherwise maintain it to the same standard as the surrounding areas adjacent to the Center. Should Tenant’s patrons, suppliers and any others visiting the Premises, Tenant’s Limited Common Area or Temporary Area cause the areas adjacent thereto to become soiled, Tenant shall take such steps as necessary to promptly clean those approaches and remove any trash as may be left in any of the areas.

g. Unless otherwise approved in writing by the Chief Venues Officer, Tenant shall not distribute advertisements, handouts or flyers of any type or nature in or adjacent to the Arena.

3.5 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 Arena, 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 Premises, Tenant's Limited Common Area and Temporary Area.

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.

c. As a minimum, Tenant shall require that all staff including management involved in the service of alcoholic beverages complete an Alcohol Awareness Training Program that complies with State of Florida guidelines.

d. Tenant shall prohibit its employees from the unauthorized access to the Arena and all employees must enter premises through the exterior doors of the leased space.

3.6 Outdoor Displays In Tenant's Limited Common Area and Temporary Area.

In conformance with this Lease and any Rules and Regulations in effect from time to time, Tenant may maintain during Business Hours an outdoor menu board display within Tenant's Limited Common Area and Temporary Area, and shall obtain, maintain and pay any fees required for all necessary permits, as may be required by the Orlando City Code ("City Code"). All exterior improvements, signage, stanchions, furniture, etc. to be kept in the outdoor area for Tenant's use shall be subject to the prior approval of the City of Orlando Appearance Review Board. Tenant shall at all times be and remain in compliance with the accessibility requirements of the ADA, all applicable provisions of the City Code and authorizing permits. Landlord reserves the right to place barriers of any type or size it may deem appropriate from time to time, which surround in whole or in part Tenant's Limited Common Area and Temporary Area.

3.7 Use of Parking Facilities. Tenant is solely responsible for negotiating an agreement for the use of adjacent parking facilities to meet any Tenant parking needs.

3.8 General Use Requirements

a. Tenant shall procure and maintain all permits, licenses and approvals, and pay all taxes, impact fees, other fees, assessments and other charges required for the transaction of its business on the Premises and Tenant's Limited Common Area and Temporary Area, and otherwise use the Premises and Tenant's Limited Common Area and Temporary Area 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, Tenant's Limited Common Area or Temporary Area, 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, Tenant's Limited Common Area and Temporary Area 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 in the Premises, Tenant's Limited Common Area, Temporary Area, Common Areas or any other part of the Center.

d. Tenant shall keep the Premises, Tenant's Limited Common Area and Temporary Area and the sidewalks, service ways and loading areas adjacent to the Premises, Tenant's Limited Common Area and Temporary Area neat, clean and free from rubbish, insects and pests at all times, and shall promptly remove all trash and garbage from the Premises, Tenant's Limited Common Area and Temporary Area, prepared for collection in the manner and at the times specified by Landlord, and properly place it in the receptacle provided by Landlord on a daily basis.

e. All loading and unloading of goods shall be done only at the times and only in the areas and through the 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 Center 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 Center.

f. Tenant shall maintain all windows free of signs and other obstructions, in a neat, attractive condition, displaying only materials promoting the business authorized as the Intended Use for the Premises, Tenant's Limited Common Area and Temporary Area. Tenant shall keep all windows, exterior lights and signs well illuminated during the hours that the Restaurant/Lounge 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.

g. Tenant shall not permit any objectionable or unpleasant odor to emanate from the Premises, Tenant's Limited Common Area and Temporary Area; place an antenna, awning or other projection on the exterior of the Premises, Tenant's Limited Common Area or Temporary Area; solicit business in the Common Area or distribute leaflets or other advertising material in the Center; 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. As part of its marketing in accordance with the Intended Use, Tenant may play music and televisions within the Premises, but the volume shall be limited so as not to exceed the Multi-Use Property limits allowed by Chapter 42 of the City Code. Any radio, television, loud speaker or amplifier that Tenant places on the Premises, Tenant's Limited Common Area or Temporary Area shall be at a noise level not to exceed the Multi-Use Property limits allowed in Chapter 42 of the City Code. Notwithstanding the foregoing, Tenant shall not play music or the television in Tenant's Limited Common Area or Temporary Area whenever there is an outdoor event, at the Center, on any adjacent streets or at any other time Landlord should prohibit it.

h. Tenant shall use as its advertised business address the address of the Premises. Tenant shall not use the Premises, Tenant's Limited Common Area or Temporary Area for any purpose other than as the address of the business to be conducted by Tenant in the Premises, Tenant's Limited Common Area and Temporary Area, and Tenant shall not acquire any property right in or to any name, which contains the name of the Center or as a part thereof. Any permitted use by Tenant of the name of the Center during the term of this Lease shall not permit Tenant to use, and Tenant shall not use the name of the Center 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.

i. Tenant shall not conduct any auction, fire, bankruptcy or going out of business sale on or about the Premises, Tenant's Limited Common Area or Temporary Area.

j. Tenant shall comply with all Rules and Regulations as Landlord may establish from time to time applicable to the Premises, Tenant's Limited Common Area and Temporary Area, and the Center. The rules include but are not limited to procedures for trash disposal, access to the arena/center and loading and unloading of goods. The Landlord will work with Tenant to establish procedures before operations commence.

k. Tenant covenants that it will not use, generate, store or dispose of hazardous waste materials upon the Premises, Tenant's Limited Common Area and Temporary Area and agrees to hold harmless and indemnify Landlord against all liability, 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 4. COMMON AREAS & ADJACENT STREET CLOSURES

4.1 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 Center but outside the Arena. Excluded from the Common Areas shall also be the Premises, Tenant's Limited Common Area and Temporary Area and the premises and limited common areas of other tenants within the Center. The Common Areas shall be for the general non-exclusive use of Landlord, Tenant and other tenants of the Arena 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.

4.2 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 Center 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 Center.

To the extent reasonably possible Tenant will not allow any of its patrons to use any restroom facilities within the Arena.

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

a. To make changes to the Arena interior and exterior and 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 Area remains available;

c. To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Center 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 Center as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

4.4 Periodic Closing of Adjacent Streets. From time to time on a regular basis the City or other agencies may close streets adjacent to the Center, such as but not limited to West Church Street, S. Division Avenue and possibly other adjoining streets for sporting, concerts or other City-approved events occurring in the general area near the Center. On such occasions, vehicular and possibly even pedestrian access to the Premises and Tenant's Limited Common Area and adjacent parking may either be restricted or nonexistent. Such closures will not be a violation of Landlord's obligations under the Lease or a basis for reducing the rent or excusing any other performance required of Tenant, in accordance with the terms of this Lease.

ARTICLE 5. IMPROVEMENTS

5.1 Tenant Improvements. At its sole cost and expense and only after the prior written approval of Landlord, Tenant will make such improvements and other alterations, remodeling, renovations, repairs, or additions to the Premises as necessary for the utilization of the Premises, in accordance with the Intended Use purposes described in **Article 3** hereof ("Tenant Improvements"). Unless otherwise agreed to by the parties, Tenant shall be solely responsible for the payment of all Tenant Improvements and remodeling to the Premises, including, but not limited to, design and construction costs, permit and impact fees and furniture, fixtures and equipment.

Landlord will reimburse the Tenant up to two hundred fifty thousand dollars, (\$250,000.00) toward the cost of the installation of the Tenant Improvements listed on Exhibit "E", attached hereto, and incorporated herein, by reference ("Capital Improvements") contingent upon compliance with the requirements set forth herein. Such Capital Improvements must be permanent in nature with a life expectancy of at least twenty (20) years. In addition, the Capital Improvements must be constructed, installed and paid for by Tenant within one (1) year of the Effective Date, and shall remain on the Premises as property of the Landlord upon the expiration or termination of the Lease. Tenant shall provide Landlord with invoices marked paid along with supporting documentation demonstrating to the Landlord's reasonable satisfaction that the Capital Improvements were properly installed, accepted and paid for by Tenant, and include a standard warranty against defects ("Reimbursement Documentation"). Landlord shall make reimbursement payment to Tenant within thirty (30) days of its receipt and approval of the Reimbursement Documentation. Prior to commencing construction of the Tenant Improvements and within thirty (30) days of the Effective Date, Tenant shall submit two (2) sets of plans and specifications of the proposed Improvements to the Chief Venues Officer (CVO). The complete plans should clearly identify which improvements will be funded by the Landlord's contribution. The CVO shall have twenty (20) business days from receipt of the plans and specifications to approve, deny or request changes to the plans, and the failure to do so within such time period shall constitute approval of the plans. Landlord's review (and approval or denial) of such plans is based upon its ownership of the Premises and this Lease, and not in its capacity as a governmental or regulatory body. Within ten (10) days after Landlord's written approval of the plans and specifications for the Tenant Improvements to the Premises, Tenant's Limited Common Area and Temporary Area, Tenant shall also 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 thereof, including, but not limited to, the City of Orlando acting in its governmental or regulatory capacity. Tenant shall commence construction of the Tenant Improvements within ten (10) days of receiving all approvals required, and shall proceed continuously, substantially and expeditiously, with the Tenant Improvements, which shall be completed by no later than one hundred twenty (120) days after all approvals are obtained. Failure to continuously, substantially and expeditiously construct the Tenant Improvements for a period in excess of twenty (20) days shall be a default under this Lease at Landlord's election, subject to Force Majeure.

For purposes of this provision of this Lease, Force Majeure shall mean any cause beyond the reasonable control and without the fault of the parties. Such causes may include but shall not be limited to Acts of God, acts of terrorism or of a public enemy, acts of other governments (including regulatory entities or courts) in their sovereign or contractual capacity, fires, hurricanes, tornadoes, floods, epidemics, quarantines, restrictions, strikes, substantial shortages of building materials within the Orlando Metropolitan Area, or failure or breakdown of transmission of other facilities. Notwithstanding anything herein to the contrary, if Tenant is delayed, hindered or prevented in or from performing its obligations under this section of this Lease by any occurrence or event of Force Majeure, then the period for such performance shall be extended for the period that such performance is delayed, hindered or prevented, and Tenant shall not be deemed in breach hereunder.

5.2 Personal Property, Furniture, Equipment and Fixtures. Tenant may furnish and use on the Premises, Tenant's Limited Common Area and Temporary Area at its sole cost and expense, any personal property and furniture reasonably necessary for the operation of Tenant's business (PP&F). Tenant shall also furnish and install any improvements, equipment and fixtures reasonably necessary for the operation of its business. Tenant shall keep all such property in good condition and repair, normal wear and tear excepted. The PP&F and Tenant furnished brewing equipment shall remain the property of Tenant, and at the expiration or earlier termination of the Lease, Tenant shall remove the PP&F and Tenant furnished brewing equipment from the Premises and repair any damage to the Premises resulting from such removal. All other equipment, fixtures and improvements placed or installed in the Premises, including, but not limited to, walk-in refrigeration, HVAC, stove and hood ventilation systems, all other appliances, and ceiling fans, shall remain on the Premises and become the property of Landlord upon the expiration or termination of the Lease, at Landlord's election. 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. All other non-brewing equipment, fixtures and other improvements shall remain on the Premises, as Landlord's property upon the expiration or termination of the Lease, or in the alternative at Landlord's election Tenant shall remove them in accordance with written instructions from Landlord.

Tenant agrees that it shall not remove any PP&F during any time while in default under the terms of this Lease and that such removal shall be a material breach of this Lease. If not in default Tenant may remove PP&F from time to time during the term of this Lease, provided that such PP&F is replaced with items of like kind, quality and quantity as taken out of the Premises.

Tenant shall give at least ten (10) business-days' 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 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 and Tenant fails to pay the required amount within ten (10) business days of demand, such property shall not be removed, and Tenant shall not thereafter attempt to remove it. Upon removal of any PP&F, which results in attendant damage, Tenant shall repair the damage to Landlord's satisfaction and leave the Premises and Tenant's Limited Common Area and Temporary Area in a "broom-clean" restored and repaired condition within ten (10) days.

5.3 Signs, Store Front. Tenant shall not, without Landlord's prior written consent, which may be withheld in its reasonable discretion: (a) make any changes to or paint the store front; (b) install new or change any exterior lighting, decorations or paintings; (c) install any structure, awning or other attachment to the Arena or (d) 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. Notwithstanding the foregoing, Tenant may install and shall maintain up to two exterior sign(s) over each entryway to the Premises at locations to be approved in writing by Landlord. All signage shall be consistent with Ordinance # 1001251101 approving the Exterior Sign Package for the Amway Center, adopted by the Orlando City Council on January 25, 2010,

as may hereafter be amended or replaced from time to time. Any additional signage not included in the Exterior Sign Package will be subject to Chapter 64 of the City Code and any other sign regulations of Landlord and the Appearance Review Board of the City of Orlando. Prior to the installation of any signs, Tenant shall deliver to Landlord for its review and written approval a sketch of Tenant's proposed sign rendering drawn to scale. All signs shall be kept in good condition and in proper operating order at all times.

Since the Center is public property owned by Landlord, political campaign signs are prohibited on the Premises and Tenant's Limited Common Area and Temporary Area pursuant to Section 64.252, City Code.

ARTICLE 6. MAINTENANCE, REPAIR AND CASUALTY

6.1 Maintenance and Repair of Premises By Tenant.

a. General Maintenance Responsibilities. At its own expense, Tenant shall at all times keep the Premises, Tenant's Limited Common Area and Temporary Area, all exterior entrances, exterior lighting and other improvements made by Tenant, plate glass and other windows to the exterior of the Premises, including those adjacent to the Common Areas, glass and show moldings, partitions, doors, floor surfaces, fixtures, light bulbs, ballasts, appliances, hood systems, furniture, other equipment and appurtenances thereof in good order, condition and repair and in a satisfactory condition of cleanliness, including periodic interior painting of the Premises. Tenant shall also maintain and repair the plumbing, grease traps, and any other utilities serving the Premises, but only with respect to any such equipment actually located within the Premises. Any repairs, replacements or maintenance shall be performed in a good and workmanlike manner using contractors licensed in the State of Florida approved by Landlord in its sole judgment, utilizing materials of equal or better quality and utility to the improvements as they existed after Tenant's completion of the Tenant Improvements at the time of its initial occupancy of the Premises.

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

c. 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 procure all maintenance required for the grease trap, including but not limited to removal of grease to avoid spillage, recycling of grease and pumping of the grease trap in compliance with Section 30.15 of the City Code.

In furtherance of and compliance with the Leed Gold Certification awarded to the Arena, Tenant shall use best practices in the recycling of appropriate materials utilized on the Premises, including but not limited to cardboard, cans and bottles. To the extent requested from time to time, Tenant shall follow all directions provided by Landlord to its tenants in the Arena regarding the use of environmentally friendly materials and the disposition, recycling and reuse of such materials.

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 Center.

e. **Janitorial Service.** Tenant shall provide janitorial service to the Premises, Tenant's Limited Common Area and Temporary Area on a regular basis at its sole expense.

f. **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.

If (a) Tenant does not maintain and repair the Premises, Tenant's Limited Common Area and Temporary Area as required hereunder to the reasonable satisfaction of Landlord within ten (10) calendar days' notice (or such shorter period as may be required in an emergency), or (b) Landlord, in the exercise of its sole discretion, determines that emergency repairs are necessary or (c) repairs or replacements to the Premises, Tenant's Limited Common Area and Temporary Area are otherwise 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 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 fifteen percent (15%) for overhead, upon presentation of a bill. All bills shall include interest at the highest rate allowed by law from the date such repairs were billed by the contractor(s) making such repairs.

6.2 Maintenance and Repair of Premises, Common Areas and Center By Landlord. Landlord shall maintain and repair the roof, building foundation, exterior walls, heating, ventilation and air conditioning system (HVAC), structural integrity of the Arena and generally the Common Areas, 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 and/or in the Common Areas. Notwithstanding anything to the contrary otherwise contained in this Lease, Landlord shall not be required to make any repairs made necessary by any act, omission or negligence of Tenant, any of Tenant's concessionaire, their respective employees, agents, invitees, licensees, visitors and contractors.

6.3 Casualty Damage to Either Premises or Center. If at any time during the term of this Lease the Arena is damaged by fire or other casualty, unless caused by a negligent or willful act of Tenant (in which event Tenant shall make the repairs at Tenant's expense), which prevents Tenant from making substantial use of the Premises, Landlord may at Landlord's option either (i) repair such damage to the Center, excluding the Premises, Tenant's Limited Common Area and Temporary Area and Tenant's fixtures, equipment or any other Tenant Improvements, in a reasonable manner and time at Landlord's expense, 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. Should Landlord rebuild the Arena within one (1) year from the date of any casualty, and Landlord's intended use of the Arena upon reconstruction includes leasing to restaurants, Landlord shall not terminate the Lease, except with the written consent of Tenant. In the event Landlord repairs or restores the Arena pursuant to the provisions of this Section, and any part of the Premises is unusable 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 damage suffered by reason of any such 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, or uninsured or underinsured loss of or damage to contents, improvements, betterments or equipment. If Landlord shall not complete the restoration and repair within six (6) months after the occurrence of such loss, Tenant may at Tenant's option cancel and terminate this Lease by giving Landlord written notice of Tenant's election to do so at any time prior to the completion of such repair or restoration. In such event this Lease shall terminate as of the date of Tenant's notice of termination or cancellation, which shall be treated in the same manner as if the term of this Lease expired on that same date. Tenant agrees to cooperate with Landlord in connection with any such restoration and repair.

ARTICLE 7. INSURANCE AND INDEMNITY

7.1 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 insurance providing coverage for bodily injury (or death), and property damage, with an insurer approved by Landlord. The minimum combined single limit coverage for bodily injury (or death) and property damage shall be Two Million Dollars (\$2,000,000) per occurrence. Tenant shall also maintain liquor legal liability insurance in an amount no less than One Million (\$1,000,000.00) and 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.

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 the Tenant Improvements located on the Premises, Tenant's Limited Common Area and Temporary Area, and all personal property owned 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 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, employees, successors and assigns, 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, Tenant's Limited Common Area and Temporary Area. 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, Tenant's Limited Common Area and Temporary Area. 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 with a Financial Rating of "A-" or better and a Financial Size Category of "Class V" or higher according to the most current edition of Best's Insurance Reports, which are licensed and authorized to do business under the laws of the State of Florida. 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.

7.5 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.

7.6 Indemnification. Tenant shall indemnify and defend Landlord, its elected and appointed officials, officers, agents, 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, Tenant's Limited Common Area and Temporary Area or the occupancy or use by Tenant of the Premises, Tenant's Limited Common Area, Temporary Area, Common Areas, Center, 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, 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.

7.7 Tenant's Risk. To the maximum extent this Lease may be made effective according to law, Tenant agrees to use and occupy the Premises, Tenant's Limited Common Area and Temporary Area 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, Tenant's Limited Common Area and Temporary Area.

7.8 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.

7.9 Waiver of Subrogation. Landlord and Tenant shall have no liability to one another, or to any insurer, by way of subrogation, on account of any loss or damage to their respective properties, the Premises or the contents thereof or the Center, 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, but this provision shall not be deemed to be a waiver of Tenant's liability for any policy deductible or self-insured retention Landlord may be subject to arising out of the loss. 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 elected and appointed officials, officers, agents, employees, contractors, subtenants, servants, licensees, concessionaires, invitees, successors and assigns, any of whom may be responsible for any loss.

ARTICLE 8. DEFAULT

8.1 Default by Tenant. Each of the following shall be an event of default and shall constitute a Tenant default of this Lease ("Tenant Event of Default"):

a. If Tenant fails to comply with the insurance requirements contained herein, and if such failure to pay or comply with the insurance requirements shall continue for ten (10) days after Landlord shall have delivered to Tenant a Notice of Tenant Event of Default;

b. If Tenant fails to engage in the Intended Use on the Premises for a period of more than thirty (30) consecutive days.

c. Whenever Tenant shall do, or permit anything to be done, whether by action or inaction, contrary to any covenant or agreement on the part of Tenant herein contained or contrary to any of Tenant's obligations under this Lease, or shall fail in the keeping or performance of any of Tenant's obligations under this Lease, and Tenant shall fail to remedy the same within thirty (30) days after Landlord shall have given Tenant a Notice of Tenant Event of Default;

d. Whenever Tenant should intentionally violate any Rules or Regulations of the Center or this Lease more than two (2) times in any yearly period after written warning from Landlord to desist;

e. Whenever an involuntary petition shall be filed against Tenant under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or a receiver of Tenant or for the property of Tenant shall be appointed with or without the acquiescence of Tenant, or Tenant rejects this Lease in any bankruptcy, insolvency, reorganization, or arrangement proceedings under the Bankruptcy Code or any State insolvency law, or Tenant, before the expiration of the Term, and without the written consent of Landlord, vacates the Premises or the leasehold estate granted to Tenant by this Lease is taken on execution or other legal process or whenever this Lease or the estate hereby granted or the unexpired balance of the Term would, by operation of law or otherwise, except for this provision, devolve upon or pass to any person, firm, limited liability company or corporation other than Tenant, any corporation or limited liability company in which Tenant may be duly merged, converted or consolidated under statutory procedure, and such situation under this subsection (D) shall continue and shall remain undischarged or unstayed for an aggregate period of sixty (60) days (whether or not consecutive) or shall not be remedied by Tenant within sixty (60) days; or

f. Whenever Tenant shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by Tenant under the reorganization provisions of the United States Bankruptcy Act or under the provisions of any law of like import, or whenever a petition shall be filed by Tenant under the arrangement provisions of the United States Bankruptcy Act or under the provisions of any law of like import, or whenever Tenant shall desert or abandon the Premises.

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

a. Landlord may deliver to Tenant a notice of Landlord's intent to end the Term on a day not less than fifteen (15) days after Tenant's receipt of such notice (the "Landlord Termination Date"), and this Lease and the term and estate hereby granted shall expire and terminate upon the Landlord Termination Date as fully and completely and with the same force and effect as if the day so specified were the Lease Expiration Date, and all rights of Tenant under this Lease shall expire and terminate and all Tenant Improvements and other Tenant property as also directed in this Lease shall automatically on the Landlord Termination Date become the sole property of Landlord, without further compensation to Tenant, or in the alternative at the direction

of the Landlord, Tenant shall remove whatever Tenant Improvements and other Tenant property as Landlord so directs Tenant in writing at Tenant's sole cost and expense, expeditiously and continuously until completed;

b. Institute proceedings for injunctive relief and/or specific performance as necessary to enforce the terms and conditions of this Lease; or

c. Pursue any other remedy available at law or in equity.

8.3 Default by Landlord. The occurrence of any of the events stated in this section shall be a Landlord event of default ("Landlord Event of Default") hereunder and shall constitute a breach of this Lease if not remedied within the cure period so provided. 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 contrary to any of Landlord's obligations under this Lease, or shall fail in the keeping or performance of 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 notice of Tenant's intent to end the Term on a day not less than thirty (30) days after Landlord's receipt of such notice (the "Tenant Termination Date"), and this Lease and the term and estate hereby granted shall expire and terminate upon the Tenant Termination Date as fully and completely and with the same force and effect as if the day so specified were the Lease 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.

All actions for damages or other types of relief not otherwise specifically allowed hereunder are waived and shall be unavailable under this Lease.

8.5 Attorneys' Fees and Costs. 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 prelitigation, 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.

8.6 Extended Cure Periods. In the event of a nonmonetary default of a nature that cannot reasonably be cured within the time period stated in this Lease, so long as the party, which has failed to properly perform under this Lease, has diligently commenced curing the problem and continues in an expeditious manner until the default is cured, the party shall be given such additional time; provided however, should the additional time needed be due to financial constraints such grace period shall not be extended for that reason. In no event shall the extended

cure period exceed ninety (90) days. If under the particular circumstances allowance of a cure period or delivery of notice would prejudice or endanger the rights and estate of the other party, the party, which is in compliance with this Lease, may pursue any remedy authorized pursuant to this Lease without delay. Further, should there be a default, which results in threat of imminent danger, loss of property or criminal actions, and the time for curing the default shall not be extended for any reason.

8.7 Presumption of Abandonment. It shall be conclusively presumed that Tenant has abandoned the Premises if Tenant fails to engage in the Intended Use on the Premises for thirty (30) consecutive days. In the event of an abandonment, which shall be deemed a default even if Tenant is current in all other obligations under the Lease, Landlord shall have the right to immediately retake possession of the Premises and exercise the same rights available to Landlord the same as available for any other Tenant default under this Lease, subject to the notice and cure provisions of **Section 8.1 (c)**.

ARTICLE 9. TERMINATION FOR CONVENIENCE

Upon ninety (90) calendar days' prior written notice to Tenant, Landlord may terminate this Lease for its convenience in its sole and absolute discretion. Should Landlord terminate this Lease for convenience within the initial ten (10) year Term, Landlord shall reimburse Tenant for the cost of the Tenant Improvements it has made to the Premises to the extent provided herein, provided, however, that Landlord shall not be required to reimburse Tenant for the cost of any Capital Improvements previously reimbursed by Landlord to Tenant pursuant to section 5.1. For purposes of this Lease, "Termination Date" shall mean the final date by which Tenant must vacate the Premises, after City has sent a notice of termination to Tenant.

The total termination reimbursement amount to be paid to Tenant shall never exceed Three Hundred Thousand and No/100 Dollars (\$300,000.00) no matter what the total cost of the Tenant Improvements to the Premises. The actual net reimbursement amount to be paid to Tenant ("Net Reimbursement Amount") shall be calculated by a one hundred twenty (120) months/10 year straight line method. Such reimbursement payment will be made within forty-five (45) days of Tenant's final vacation of the Premises and Landlord's receipt of sufficient verifiable documentation evidencing Tenant's payment of the cost of the Tenant Improvements.

ARTICLE 10. EMINENT DOMAIN

10.1 Right of Termination for Taking. If the Premises, or such portion thereof as may render the balance (if reconstructed to the maximum extent practicable under the circumstances) unsuitable for Tenant's purposes, shall be taken by condemnation or right of eminent domain, or by purchase in lieu thereof, either Landlord or Tenant shall have the right to terminate this Lease by notice to the other of its desire to do so. Further, if so much of the Center shall be taken such that continued operation of the Center would not be economically feasible in Landlord's reasonable judgment, Landlord shall have the right to terminate this Lease by giving notice to Tenant.

10.2 Payment of Award. Landlord shall have and hereby reserves, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Center site, the Premises

and all improvements thereto, the Arena, and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking, damage, or destruction.

10.3 Abatement of Rent. In the event of any taking of the Premises, the Monthly Base Rent or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated, as appropriate and equitable under the circumstances.

ARTICLE 11. GENERAL PROVISIONS

11.1 Assignment and Subletting. Neither Tenant nor Tenant's legal representatives nor 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 discretion. For purposes of this Lease, "Transfer" shall mean any of the following: (a) an assignment or sublease of this Lease; (b) any transfer of control of Tenant, which shall be defined as any issuance or transfer of stock in any corporate tenant or subtenant or any interest in any non-corporate entity tenant or subtenant, by sale, exchange, merger, consolidation, option agreement, operation of law, or otherwise, or creation of new stock or interests, by which an aggregate of forty percent (40%) or more of Tenant's stock or equity interests shall be vested in one or more parties who are not stockholders or interest holders as of the Lease Commencement Date, or any transfer of the power to direct the operations of any entity (by equity ownership, contract, or otherwise), to one or more parties who are not stockholders or interest holders as of the Lease Commencement Date, however accomplished, and whether in a single transaction or in a series of related or unrelated transactions. Consent by Landlord to a Transfer shall not relieve Tenant from the obligation to obtain Landlord's consent to any further Transfer. Further, in no event shall any permitted transferee Transfer its interest without Landlord's written 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 any of 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 any 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), an administrative fee of Five Hundred and No/100 Dollars (\$500.00) and will reimburse Landlord for all of Landlord's reasonable attorneys' fees and costs associated with Landlord's consideration of such transfer. On the Lease Commencement Date, Tenant has certified in writing to Landlord the names of all owners of stock and other interests in the Tenant in addition to the percentage each such persons hold, and all others who may have a right to elect or otherwise control the officers and directors of Tenant. At any time and from time to time during the term and any renewal thereof, Tenant shall within ten (10) days of written demand from Landlord provide similar certifications. **Any Transfer by Tenant in violation of this Section shall be void.**

11.2 Notice. Any 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 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 notice shall be as follows:

Tenant: Big Storm Pinellas LLC
12707 49th Street N., Suite 500
Clearwater Florida 33762
Attention: Jonathan Golden

Landlord: Real Estate Division Manager
City of Orlando
400 South Orange Avenue
Orlando, Florida 32801
Phone No. 407-246-2655

And

Allen Johnson
Chief Venues Officer
Amway Center
400 W. Church Street, Suite 200
Orlando, Florida 32801
Phone No. 407-400-7070

11.3 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.

11.4 Surrender of Premises. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord broom clean and in as good a condition and repair as reasonable and proper, subject to the provisions of **Article 5** hereof concerning removal of Tenant's PPF&E, fixtures and other improvements. Any liability of Tenant hereunder shall survive the expiration or termination of this Lease.

11.5 Holding Over. Any holding over by Tenant after the expiration of the term of this Lease shall be treated as a tenancy at sufferance at double the rent and other charges specified herein, prorated on a daily basis, and shall otherwise be on the terms and conditions set forth in this Lease, so far as applicable.

11.6 Construction Liens. The estate or interest of Landlord in and to the Premises, and the Center shall not be subject to construction liens of persons or entities not in privity with

Landlord. Tenant further agrees immediately to discharge (either by payment or by filing the necessary bond or otherwise) any construction liens against the Premises, the Center or Landlord's interest therein purporting to be for labor, services, or materials furnished to Tenant in, on or about the Premises or the Center. A duly executed instrument by which such construction lien is satisfied, released from the Premises or the Center or transferred to bond, shall be recorded within ten (10) days after such construction lien is filed or recorded.

11.7 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 with interest at the highest rate allowed by law from the date payment is made by Landlord, and if Tenant defaults, Landlord shall have the same rights and remedies as for the failure of Tenant to pay Additional Rent.

11.8 Recording. Tenant agrees not to record this Lease in the Public Records of Orange County, FL, but each party hereto agrees, on the request of the other, to execute a declaration or memorandum of this Lease in recordable form in compliance with applicable law and reasonably satisfactory to Landlord and its attorneys.

11.9 Binding Effect. Except as otherwise expressly provided, the terms hereof shall be binding upon and inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant. Reference to "successors and assigns" of Tenant is not intended to constitute Landlord's consent to an assignment, but has reference only to those instances in which Landlord may give consent to a particular assignment.

11.10 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 between the parties.

11.11 Severability. If any term or provision of this Lease, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder 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 enforced to the fullest extent permitted by law.

11.12 Waiver. Failure on the part of either 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 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.

11.13 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, and additional information concerning such other matters as reasonably requested. 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.

11.14 Landlord's Lien for Rent. Landlord shall have a lien for rent in accordance with Section 83.08, Florida Statutes. Tenant agrees to execute and authorizes Landlord to file a financing statement in the form acceptable to Landlord, such as, but not limited to, a U.C.C. Form 1.

11.15 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 are 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.

11.16 No Brokerage Commission. Landlord and Tenant each represent and warrant to the other that it has not engaged, employed or dealt with any real estate broker, who is seeking a commission in connection with this Lease.

11.17 Landlord's Exculpation. Anything to the contrary contained in this Lease notwithstanding, Landlords and Tenants 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.

11.18 Liability Limits. 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 Tenant 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. Furthermore, all of Landlord's obligations under the provisions of this Lease are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

11.19 Discrimination Not Permitted. Landlord and Tenant for themselves, their successors and assigns covenant and agree that no person shall be excluded from participation in,

denied benefits of, or otherwise subjected to unlawful discrimination in the use of the Premises, the construction of any improvements thereon or the furnishing of services therein.

11.20 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.

11.21 Construction of Language. The words "including" and "include" when used in this Lease shall be deemed to mean "including, but not limited to," or "including without limitation." This Lease has been negotiated "at arm's-length" by Landlord and Tenant, each having the opportunity to be represented by legal counsel of its choice and to negotiate the form and substance of this Lease. Therefore, this Lease shall not be more strictly construed against either Party by reason of the fact that one Party may have drafted this Lease. The headings of articles and sections in this Lease are for convenience only and shall not be relevant for purposes of interpretation of this Lease.

11.22 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.

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

LANDLORD: CITY OF ORLANDO

By: _____

Name: _____

Title: _____

Attest:

By: _____
Denise Aldridge, City Clerk

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

_____, 2020

Assistant City Attorney

TENANT:

By: _____

Name: _____

Title: _____

Dated executed: _____

Witnesses

(1) Sign: _____

Print Name: _____

(2) Sign: _____

Print Name: _____

EXHIBIT “A”

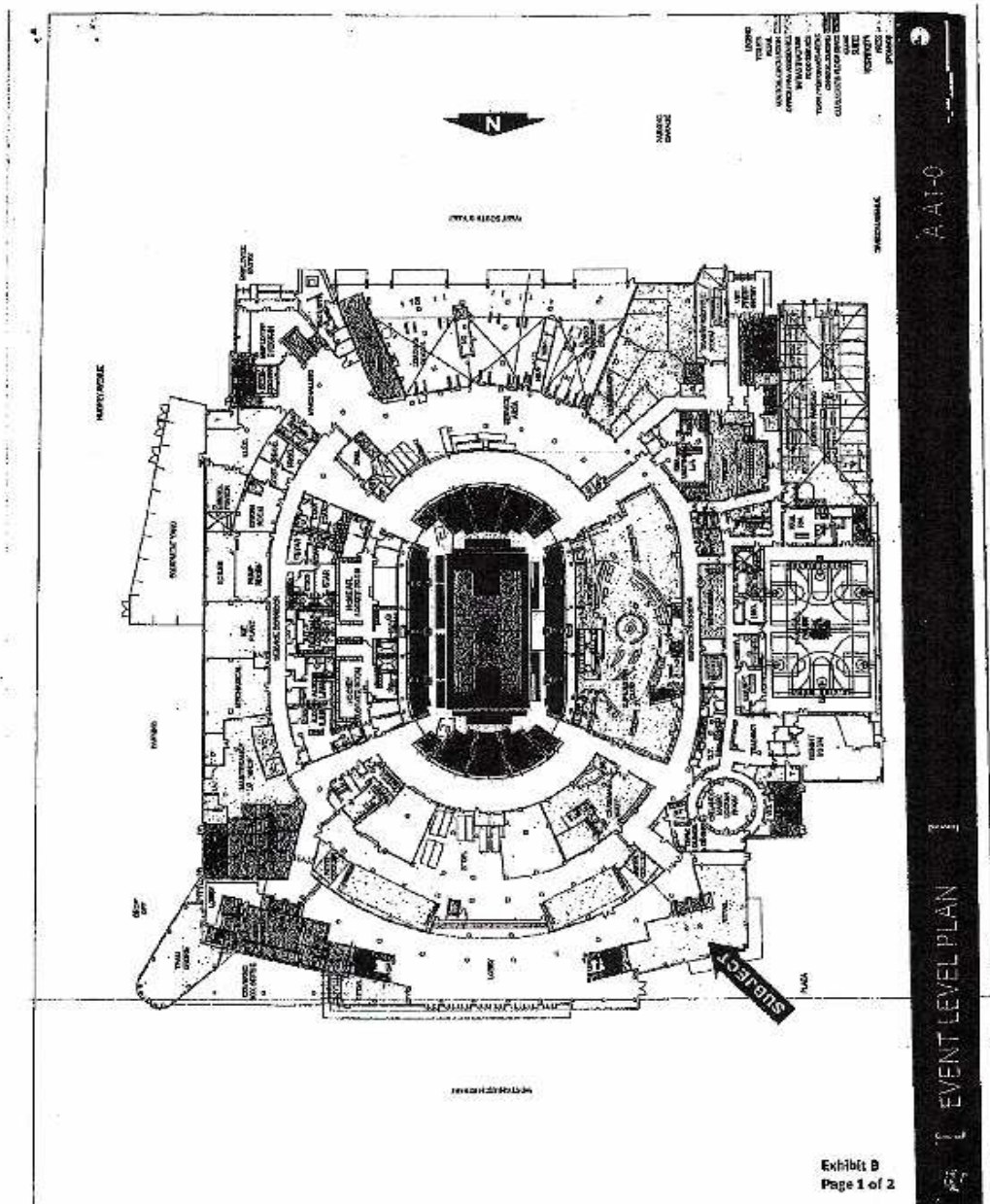
(Legal Description of Amway Center in which Premises are located)

Block 1, Orlando Events Center Block 1, Plat Book 72, Pages 52 and 53, Public Records of
Orange County, Florida.

Exhibit "B"

(Sketch of Portion of Premises and Tenant's Limited Common Area and Temporary Area)

THE LOCATION OF THE PREMISES WITHIN THE BUILDING WHOSE ADDRESS IS 400 WEST CHURCH STREET, ORLANDO, FL 32801 IN THE AMWAY CENTER AS DEPICTED ON THE FOLLOWING SKETCH WITHIN AND EXTERIOR TO THE BUILDING



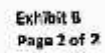


EXHIBIT “C”

(Sample spread sheet concerning Monthly Percentage Rent)

Base Rent												
Rent Due Date	October 1	November 1	December 1	January 1	February 1	March 1	April 1	May 1	June 1	July 1	August 1	September 1
Base Rent	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Percentage Rent												
Net Monthly Sales	\$120,000	\$10,000	\$150,000	\$80,000	\$250,000	\$85,000	\$120,000	\$170,000	\$50,000	\$100,000	\$115,000	\$160,000
Net Sales Monthly Allocation (10%)	\$12,000	\$1,000	\$15,000	\$8,000	\$25,000	\$8,500	\$12,000	\$17,000	\$5,000	\$10,000	\$11,500	\$16,000
Total Monthly Rent												
Greater of Base Rent or % Rent	\$12,000	\$1,500	\$15,000	\$8,000	\$25,000	\$8,500	\$12,000	\$17,000	\$5,000	\$10,000	\$11,500	\$16,000
Amount Paid	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Balance Owed to the City	\$10,500	\$0	\$13,500	\$6,500	\$23,500	\$7,000	\$10,500	\$15,500	\$3,500	\$8,500	\$10,000	\$14,500
Balance Due Date	November 15	December 15	January 15	February 15	March 15	April 15	May 15	June 15	July 15	August 15	September 15	October 15
*Net Sales is gross sales excluding tips and tax.												

EXHIBIT “D”
Exclusive Magic Advertising Categories

Airlines

Regardless of the structure of the entity providing such services, the Airlines category includes:

1. Common carriage passenger air transport service and related services [Occupied Sponsor 1]
2. Charter or on-demand passenger air transport services and related services

Soft Drinks

Regardless of the packaging for delivery and consumption (e.g.: frozen or concentrate) or included ingredients or enhancements, the Soft Drinks category includes:

1. Colas and other flavored carbonated and non-carbonated non-alcoholic soft drinks and related products [Occupied Sponsor 2]
2. Fruit juice and fruit flavored drinks and related products [Occupied Sponsor 2]
3. Chilled coffee drinks and related products [Occupied Sponsor 2]
4. Chilled teas and related products [Occupied Sponsor 2]
5. Bottled water and enhanced water and related products [Occupied Sponsor 2]
6. Sports and electrolyte replacement and recovery beverages and related products [Occupied Sponsor 2]
7. Ready-to-eat packaged salty snack food products and related products and services. [Occupied Sponsor 2]

Financial Services

Regardless of the structure of the entity providing such services (e.g. bank or credit union), the financial services category includes:

1. Commercial and personal checking and savings accounts and related products and services [Occupied Sponsor 3]
2. Investment and retirement accounts and related products and services [Occupied Sponsor 3]
3. Commercial, business, and personal lending and related products and services [Occupied Sponsor 3]

4. Credit cards, debit cards, preloaded payment cards, merchant services, ATMs, and related products and services [Occupied Sponsor 3]
5. Insurance and related products and services [Occupied Sponsor 8]
6. Payroll Processing and related products and services [Occupied Sponsor 3]

Telecom

Regardless of the mechanism for providing or transmitting the services and products (e.g.: cable or satellite or wireless), the Telecom category includes:

1. Video production and distribution and related products and services
2. Television channels, networks, or systems including streaming and on-demand services, and Multichannel Video Programming Distributors (as defined by the FCC) which includes cable operators, BRS/EBS providers, direct broadcast satellite services, television receive-only satellite program distributors, satellite master antenna television system operators, wireline video providers, and competitive local exchange carriers using IPTV, and related products and services (provided, however, the broadcaster of an Other Event may receive Temporary Advertising Signage during the Other Event but only to the extent that the signage is limited to recognizing or identifying the entity as the broadcaster of the Other Event).
3. Telephone service and related products and services
4. Wireless phone services and related products and services
5. Infrastructure networking for the delivery of video and digital content and related products and services
6. Data transmission, cloud, security, and storage products and services [Occupied Sponsor 4]
7. Home and office security and video monitoring systems and related products and services
8. Secure systems for commercial and military grade communication and related products and services [Occupied Sponsor 4]

Healthcare and Wellness

Regardless of the structure of the entity providing such services (e.g.: doctor's office or walk in clinic), the healthcare and wellness category includes:

1. Healthcare services related to the treatment or diagnosis of medical conditions and related products and services [Occupied Sponsor 5]
2. Services related to imaging and related products and services [Occupied Sponsor 5]
3. Rehabilitation and related healthcare products and services [Occupied Sponsor 5]
4. Fitness technology and equipment including that which tracks and monitors health related statistics and related products and services

Naming Rights Sponsor

Regardless of the structure of the entity providing such services, the category of the Naming Rights sponsor includes:

1. Direct selling companies and related products and services [Occupied Sponsor 6]
2. Cosmetics and related products and services [Occupied Sponsor 6]
3. Skin Care and related products and services [Occupied Sponsor 6]
4. Hair Care and related products and services [Occupied Sponsor 6]
5. Vitamins, Minerals, Supplements and related products and services [Occupied Sponsor 6]

Entertainment

Regardless of the structure of the entity providing such services, the entertainment category includes:

1. Vessels that transport passengers on or through water while providing entertainment, food, and/or lodging and related products and services [Occupied Sponsor 7]
2. Theme, amusement or entertainment parks, facilities, or establishments and related products and services [Occupied Sponsor 7]
3. Casinos and gaming enterprises and related products and services
4. Season-long and Daily Fantasy Sports and related products and services

EXHIBIT “E”

Capital Improvements

- 1) New Rear Door in Kitchen
- 2) Storefront Retractable Doors
- 3) Aluminum Picket Post Fencing for Outdoor Eating Area