

Lease Agreement

This Lease Agreement ("Lease") is made this 26th day of AUGUST, 2014, by and between the **CITY OF TALLAHASSEE**, a Florida municipal corporation, whose mailing address is 300 South Adams Street, Tallahassee, Florida 32301, herein referred to as "Landlord", and **CASCADES HOLDINGS, LLC**, a Florida limited liability company, whose address is 215 W. College Avenue, Suite 101, Tallahassee, Florida 32301, herein referred to as "Tenant".

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and legal sufficiency of all of which are hereby acknowledged by the parties hereto, Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord the following:

The building, commonly known as the Electric Building, whose address is 470 Suwannee Street, Tallahassee, Florida, and approximately 40 feet of property adjacent to the North side of the Electric Building and the property adjacent to the East side of the Electric Building up to the sidewalk, located at Cascades Park, Tallahassee, Leon County Florida, all of which is depicted in Exhibit "A", attached hereto and incorporated by reference, and hereinafter referred to as "Premises." The following stipulations, hereby declared to be conditions of this Lease, shall, unless otherwise expressly stated, be applicable at all times throughout the Term of this Lease and any extensions or renewals thereof, and are mutually agreed upon.

1. **TERM:** This Lease shall commence on the earlier of March 1, 2015 or the date Tenant holds its Grand Opening Date (the Grand Opening Date shall mean the earlier of the day the Tenant first charges patrons for meals and does not include soft opening and promotional event where patrons are not charged) and terminate on December 31, 2035 ("Initial Term") unless otherwise continued as herein provided. At the Tenant's option, this Lease may be renewed for four five-year terms, provided Tenant is not in default with any terms or provisions contained herein. No later than ninety (90) days prior to the Lease term's expiration, Tenant shall notify Landlord in writing of their intent to exercise any renewal terms. Tenant's failure to timely remit said written notification shall constitute Tenant's waiver to enter into a renewal term and the Lease shall expire. Any renewal terms shall be subject to the same provisions and conditions as the Initial Term, unless agreed to in writing by both parties. The Initial Term and all renewal terms will constitute the Term of this Lease.

2. **RENTAL AMOUNT:** For the Term hereof, Tenant shall pay Landlord for rental of the Premises, monthly payments as shown below, plus any applicable taxes. Rent shall be due and payable upon commencement of the Term. Said payment will be due, in advance, on the 1st of the month and late on the 10th of the month. A late fee of 1% of the rental amount will be due for any payments received after the 10th.

URM

Rent Period	Rent Per Year	Rent Per Month
Earlier date of Grand Opening or 3/1/2015 until 12/31/2015	The greater of \$ or 1% of gross sales*	\$2,441.67
1/1/2016 – 12/31/2016	\$ 58,600.00	\$ 4,883.33
1/1/2017 – 12/31/2017	\$ 61,530.00	\$ 5,127.50
1/1/2018 – 12/31/2018	\$ 64,460.00	\$ 5,371.67
1/1/2019 – 12/31/2019	\$ 70,320.00	\$ 5,860.00
1/1/2020 – 12/31/2020	\$ 87,900.00	\$ 7,325.00
1/1/2021 – 12/31/2021	\$ 90,537.00	\$7,544.75
1/1/2022 – 12/31/2022	\$ 93,174.00	\$ 7,764.50
1/1/2023 – 12/31/2023	\$ 96,104.00	\$ 8,008.67
1/1/2024 – 12/31/2024	\$ 99,034.00	\$ 8,252.83
1/1/2025 – 12/31/2029	\$104,015.00	\$ 8,667.92
1/1/2030 – 12/31/2035	\$108,996.00	\$ 9,083.00
Renewal Term Rates		
1/1/2036 – 12/31/2040	\$114,445.80	\$9,537.15
1/1/2041 – 12/31/2045	\$120,168.09	\$10,014.00
1/1/2046 – 12/31/2050	\$126,176.49	\$10,514.70
1/1/2051 – 12/31/2055	\$132,485.32	\$11,040.44

*On or before January 15, 2016, Tenant shall provide Landlord with its gross sales for the calendar year 2015, less any discounts, coupons, comps or collected sales tax (the "Gross Sales"). Gross Sales shall include, without limitation, the sale or rental of merchandise, food, beverages and equipment prepared or sold from the Premises for "off-premises" use or consumption, including, but not limited to, deliveries, take-out, catering, mobile vending or for sale in any other location of Tenant, its affiliates, or any other location of any third party. If the Gross Sales figure is greater than \$2,900,000, then the Tenant shall remit to the Landlord an amount, equal to 0.01 multiplied by the Gross Sales minus \$29,300.00.

3. **SECURITY DEPOSIT:** A security deposit of \$10,000 will be paid to Landlord 30 days prior to commencement of Lease. The security deposit shall be held by Landlord as security for Tenant's full and faithful performance of this Lease including the payment of Rent.

The security deposit will be held in a non-interest bearing account that is separately accounted for by the Landlord but may be comingled with other funds of Landlord. Landlord may use the security deposit to the extent required to cure any default by Tenant, including without limitation past due rent, and/or damages caused by Tenant, including but not limited to Tenant's employees, agents, guests, invitees and licensees. Within thirty (30) days of termination of this Lease or abandonment of the Premises, Landlord will send Tenant a written list of all outstanding amounts owed by Tenant to Landlord and the amount of the Security Deposit withheld to pay for said amounts. Tenant must provide an address to Landlord upon termination of the Lease for Landlord to send said notice to and the remaining Security Deposit, if any. The security deposit shall not be deemed an advance payment of Rent or a measure of damages for any default by Tenant, nor shall it be a defense to any action that Landlord may bring against Tenant.

4. **PAYMENT OF RENT:** Unless otherwise specified in writing by Landlord to Tenant, Tenant shall pay all rentals required hereunder to Landlord, without set-off, abatement, or reduction, at the following address:

City of Tallahassee
Property Management
300 South Adams Street, Box A-15
Tallahassee, Florida 32301

5. **TITLE AND OWNERSHIP:** Landlord covenants that Landlord has good title to the Premises and has the right and authority to execute this Lease for the Term and upon the conditions herein contained.

6. **QUIET ENJOYMENT:** Landlord covenants and agrees that Tenant, on payment of the rent provided in this Lease and the observance and keeping of all covenants, conditions and provisions of this Lease on Tenant's part, shall lawfully and quietly hold, occupy, use and enjoy the Premises during the Term of this Lease.

7. **ALTERATIONS TO PREMISES:** Tenant shall have no right to make any alterations to the Premises without the consent of Landlord, which consent shall not be unreasonably withheld or delayed.

8. **USE OF THE PREMISES:** Tenant may utilize the Premises solely for the purpose of a destination restaurant, with ancillary uses, including without limitation, coffee shop, catering company and educational or teaching uses or such other uses as may be approved by the Landlord. Tenant shall not use or permit or suffer the use of the Premises for any purposes or activities not approved by the Landlord or contrary to any law, policy or ordinance duly constituted. Tenant's use of said Premises in accordance with the conditions and provisions herein shall not constitute a nuisance. Tenant shall not use the Premises in any manner that would adversely affect the terms and conditions of a standard fire insurance policy or increase the fire insurance premium. Tenant shall not use the outside portion of the Premises for storage of equipment or materials of any kind, unless approved by Landlord.



9. **TENANT'S MAINTENANCE AND REPAIRS:** Except to the extent Landlord is obligated to repair and maintain the Premises as provided in Section 10 herein, Tenant shall, at its sole cost, replace and maintain the Premises in a clean, attractive, first-class condition, including without limitation, the interior walls, ceilings, floors, mechanical systems, windows, doors, landscaping, janitorial, lighting, interior maintenance, plumbing, drains, kitchen equipment, elevator, electrical systems and HVAC systems (the "Items"). Tenant shall also be responsible for the replacement, when necessary, of all of the Items except for: mechanical systems, HVAC systems and elevator systems. Tenant shall not commit or allow to be committed any waste on any portion of the Premises. Upon Landlord's request, Tenant shall provide documentation verifying satisfaction of Tenant's repair and routine maintenance responsibility. Tenant waives the provisions of any law, or any right Tenant may have under common law, permitting Tenant to make repairs at Landlord's expense or to withhold Rent or terminate this Lease based on any alleged failure of Landlord to make repairs.

10. **LANDLORD'S MAINTENANCE AND REPAIRS:** To the extent the items referenced herein are not covered by warranties pursuant to other agreements between Landlord and Tenant, Landlord shall repair and maintain in good order and condition, ordinary wear and tear excepted, the Premises' roof, structural elements, and exterior walls and windows. Landlord shall replace, when necessary, mechanical systems (excluding any kitchen or cooking equipment), HVAC systems, and elevator system. Tenant shall pay the cost of any such repairs or maintenance resulting from acts or omissions of Tenant, its employees, agents or contractors.

11. **UTILITIES:** Tenant shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incidental to Tenant's use of the Premises.

12. **LIABILITY INSURANCE:** With respect to personal injury or property damage occurring in or about the Premises, Tenant shall carry public liability insurance and fire legal limit in at least \$2,000,000.00 combined single limit coverage and agrees to have Landlord named as an additional insured under said insurance policy. A certificate of insurance evidencing such insurance coverage shall be furnished Landlord. Furthermore, said policy shall provide that it shall not be canceled unless ten (10) days prior written notice is given Landlord.

Landlord procures commercial property insurance for its owned buildings and structures and will be responsible for insuring the building, specifically the original walls, floors and roof. Landlord will not be responsible for insuring the deck area or the outdoor seating area. Tenant will be responsible for insuring the deck area, the outdoor seating area, all contents, trade fixtures and other personal property.

13. **BANKRUPTCY:** In the event of bankruptcy, insolvency or assignment of assets for benefit of creditors by the Tenant, the Landlord shall have the right, but not the obligation, to terminate this Lease.

14. **INDEMNITY:** Tenant will save harmless and indemnify Landlord from and against any and all claims, actions, damages, liability, and expense, including attorneys' fees, in



connection with loss of life, personal injury and/or damage to the property arising from, out of, or in connection with in any manner, the occupancy or the use of the said Premises by Tenant, Tenant's agents, employees, guests, licensees, invitees or any sub-tenants.

15. **ASSIGNMENT**: Tenant may not assign this Lease or sublet all or any part of the Premises, nor may the Lease be assigned or the Premises sublet by operation of law, without written consent of the Landlord, whose consent will not be unreasonably withheld, conditioned or delayed. Landlord may assign this lease and may transfer ownership of the Premises.

16. **DEFAULT**: (a) If Tenant shall fail to perform any material obligation pursuant to the agreements or covenants on Tenant's part required to be performed under this Lease, or shall Tenant fail to pay the rent, or shall abandon the Premises prior to the expiration of the Term, and such failure or abandonment shall continue for a period of ten (10) days after written notice in the case of a monetary obligation or twenty (20) days after written notice of a non-monetary obligation of said event from Landlord to Tenant, Landlord may, at Landlord's option, terminate this Lease. Provided, however, if Tenant is working in good faith to cure a non-monetary obligation, Landlord shall establish a reasonable period of time for Tenant to remedy the obligation before exercising its termination right. In the event of such default on the part of Tenant, and in addition to any other legal remedies available to Landlord, Landlord shall be entitled to file a lien pursuant to Section 83.08, Florida Statutes, retain possession of all items in the Premises that are not Tenant's trade fixtures and personal property as referenced in Section 15 herein and recover from Tenant all damages suffered thereby, including a reasonable sum for attorneys' fees incurred by Landlord for enforcing Landlord's rights hereunder.

(b) If Tenant and Landlord fail to enter into a construction funding agreement to stabilize, rehabilitate and develop the Electric Building into a leasable shell space or at any time terminate said construction funding agreement, this Lease will automatically terminate and all provisions and obligations will be null and void.

17. **PROPERTY OF TENANT**: Tenant agrees that all trade fixtures and other property of the Tenant located on the Premises shall be so located at the sole risk of the Tenant and Landlord shall not, in any manner whatsoever, be liable for any damage to any such property of Tenant. No later than thirty (30) days prior to Tenant's first rental payment due date, the parties will identify all items that are Tenant's trade fixtures and other personal property and list said items as an addendum to this Lease. The addendum may be amended in writing as necessary from time to time upon the parties' mutual agreement. Upon termination of the Lease, Tenant may remove said trade fixtures and other personal property as referenced in the addendum from the Premises and Tenant must repair any damage to the Premises caused by the removal.

18. **RIGHT OF ENTRY**: Landlord shall have the right to enter the Premises at reasonable hours during the day or night to examine the same, as Landlord may deem necessary, or to exhibit the same to prospective purchasers, lenders, or contractors.



19. **CONDEMNATION:** If at any time during the Term of this Lease, the property or any such part is taken for any public or quasi-public use under statute or right of eminent domain, Landlord shall promptly notify Tenant of any proposed condemnation action to enable Tenant to affirmatively resist and oppose by all means available to it, any such taking by eminent domain. Landlord shall not itself undertake, initiate, sponsor or affirmatively participate in any effort to take the Premises by condemnation. In the event the entire Premises is taken, this Lease and all of Tenant's right, title and interest thereunder shall cease on the date title to the Premises vests in the condemning authority. In the event of the taking of only a part of the Premises leaving the remainder in such locations, or in such form, shape, or reduced size as to be unusable as a destination restaurant or for other purposes approved by the Landlord, this Lease and all right, title and interest thereunder shall cease on the date title to the portion of the Premises so taken vests in the condemning authority. In the event of such taking of only a part of the Premises leaving the remainder in such location and in such form, shape or size as to be usable for the purposes approved by the Tallahassee City Commission, this Lease shall terminate and end as to the portion of the Premises so taken as of the date title to such portion vest in the condemning authority, but shall continue in full force and effect as to the portion of the Premises not so taken. If the taking includes a portion of the Electric Building on the Premises, then from and after the date of taking, the rent paid by Tenant shall be reduced in the proportion which the number of square feet in the affected building so taken bears to the total number of net rentable square feet in the Premises. If the taking alters Tenant's approved use of the Premises in such manner as to materially impair Tenant's ability to use the Premises as intended, then from and after the date of the taking, the rent paid by Tenant shall be reduced in an equitable manner to be negotiated by the Landlord and Tenant at the time of the taking. In the event of a taking, Landlord shall be entitled to the entire award.

20. **REAL ESTATE TAXES:** Tenant shall pay all real estate ad valorem taxes and assessments, if any, assessed against the Premises.

21. **SALES TAX ON RENTAL SUMS:** In addition to monthly rental payments, Tenant shall pay all state and local sales tax incurred for the rental of the Premises. Said sum shall be added to the monthly rental payments.

22. **PERSONAL PROPERTY TAXES:** The Tenant shall be liable for all taxes levied against any leasehold interest of the Tenant or personal property and trade fixtures owned or placed by the Tenant in the Premises.

23. **SALE OR TRANSFER OF LANDLORD'S INTEREST:** In the event of the sale, assignment, or transfer by Landlord of Landlord's interest in the demised Premises, Landlord shall thereupon be released or discharged from all covenants and obligations of the Landlord except such liabilities and obligations of the Landlord as shall have accrued prior to any such sale, assignment, or transfer, and Tenant agrees to look solely to such successor in interest of Landlord for performance of such obligations.

24. **HOLDING OVER:** In the event Tenant remains in possession of the Premises

after the expiration of this Lease and without the execution of a new Lease, it shall be deemed to be occupying said Premises as a Tenant at will and shall be obligated to pay an additional rental of \$100.00 per month over the most recent rental amount as provided in this Lease. Tenant will otherwise be subject to all the conditions, provisions and obligations of this Lease and in no event shall such action equate to a renewal of this Lease by operation of law.

25. **NOTICES:** All notices, consents and approvals required or authorized by this Lease to be given by or on behalf of either party to the other shall be in writing and signed by a duly designated representative of the party by or on whose behalf they are given, and shall be deemed given at the time a registered or certified letter properly addressed, postage prepaid, is deposited in any United States post office.

Notice to the City shall be addressed and delivered to:

City of Tallahassee

Property Management
300 South Adams Street, Box A-15
Tallahassee, Florida 32301

Notice to the Developer shall be addressed and delivered to:
Cascades Holdings, LLC
215 West College Avenue, Ste. 101
Tallahassee, Florida 32301

26. **NON-WAIVER PROVISION:** The failure of either party hereto to insist upon any rights or remedies that either party shall have herein shall not be deemed to be a waiver of any subsequent breach or default under the terms hereof.

27. **SURRENDER OF PREMISES AND EQUIPMENT:** Tenant shall surrender to Landlord the Premises and all equipment and fixtures that are not Tenant's property as defined in the addendum referenced in Section 15 herein at the expiration of the Term, or any renewal thereof, or upon termination by virtue of Tenant's default. Pursuant to the lease addendum referenced in Section 15 herein, Tenant may retain their trade fixtures and other personal property. Tenant shall have thirty (30) days from the expiration of the Term, or any renewal thereof, to remove Tenant's property as defined in the addendum referenced in Section 15. If Tenant fails to remove said property within this timeframe, the property shall become Landlord's property.

28. **ABANDONMENT OF PREMISES:** Pursuant to Section 83.05, Florida Statutes, if, for any reason, the Tenant abandons the Premises, Landlord, at Landlord's sole option, shall have the right to terminate this Lease, in which event, neither party shall be obligated to the other for matters thereafter occurring, or, in the alternative, Landlord may elect to keep this Lease in full force and effect, in which latter event, Landlord and Tenant shall continue to be bound and obligated to the other pursuant to the terms hereof.

29. **SUCCESSORS AND ASSIGNS AND INCLUSIVENESS OF TERMS:** The covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit

of Landlord and Tenant and their respective legal representatives, successors and, except as otherwise provided in this Lease, their assigns. Whenever Landlord and Tenant are herein referred to, such reference shall be construed as applying to their respective successors in interest and assigns and, where the context requires or admits, to their agents, employees, invitees, and similar representatives.

30. **LIENS:** All persons are put upon notice of the fact that Tenant does not, and will in no event under any circumstances, have the power to subject the interest of Landlord in the Premises to any construction, mechanic's or materialmen's liens or lien of any kind. This exculpation is made with express reference to section 713.10, Florida Statutes. Tenant further agrees, upon request of Landlord, to furnish Landlord with a list of all persons or entities furnishing labor or material to said Premises so that Landlord may advise such persons or entities of the aforesaid provisions. Tenant shall notify every contractor making improvements to the Premises that the interest of the Landlord in the Premises shall not be subject to liens. Furthermore, Tenant shall indemnify, defend and save Landlord harmless from and against any damage or loss, including reasonable attorneys' fees, incurred by Landlord as a result of any liens or other claims arising out of or related to work performed in the Premises by or on behalf of Tenant. Tenant covenants and agrees with the Landlord that Tenant will not permit or suffer to be filed or claimed against the interest of the Landlord in the demised Premises during the Term of this Lease any lien or claim of any kind, and if such lien be claimed or filed, it shall be the duty of Tenant within ten (10) days after written notice from Landlord to cause the Premises to be released from such claim, either by payment or by the posting of bond or by the payment into the court of the amount necessary to relieve and release the Premises from such claim. In addition to any other legal rights available, the Landlord may pursue their rights under Section 83.08, Florida Statutes, to enforce a lien upon Tenant's property for unpaid rent. This lien shall be superior to any lien acquired subsequent to the bringing of the property on the Premises.

31. **PUBLIC ENTITY CRIMES:** In accordance with Section 287.133, Florida Statutes, signatory for Tenant hereby certifies that to the best of his/her knowledge and belief neither Tenant nor its affiliates has been convicted of a public entity crime. Violation of this section by Tenant shall be grounds for cancellation of this agreement by Landlord.

32. **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 testing may be obtained from your county public health unit.

33. **CAPTIONS:** The captions in the Lease are for convenience only, are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

34. **ENTIRE AGREEMENT:** This Lease contains all the agreements between the parties hereto and may not be modified in any manner other than by agreement in writing signed by all the parties hereto, or their successors in interest.



35. **CHOICE OF LAW:** This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

36. **APPLICABLE LAWS:** Tenant shall comply with all applicable federal, state, and local laws, statutes, regulations, policies and ordinances, including without limitation, any policy, ordinance or regulation relating to sound or noise enacted by the City. The Premises shall be operated in a manner consistent with alcoholic beverage licenses received from the State. All licenses shall be kept current.

37. **OUTSIDE ENTERTAINMENT:** Tenant will not permit any outside entertainment after 10:00 p.m. on Sunday through Thursday nights and after 11:00 p.m. on Friday and Saturday nights. Any entertainer providing outside entertainment and their equipment shall be located within the boundaries of the Premises. The Tenant shall not permit any speakers to be directed towards the adjacent neighborhoods. The Tenant shall require all entertainers to comply with any sound or noise ordinances or policies approved by the City Commission.

38. **BUSINESS OPERATIONS AND HOURS:** After the first 90 days of operation, the parties shall review the certain operations of the business, including without limitation, traffic flow, parking, noise levels, outdoor amplification and hours of operation. During this review, the parties agree to work in good faith to solve any reasonable operational problems that are negatively affecting the execution of ticketed events or the surrounding community. The parties may periodically conduct subsequent reviews of the business operations as necessary. Tenant shall have appropriate security personnel to ensure patrons vacate the leased areas after the business hours and discourage after hours loitering.

39. **PARK EVENTS:** Landlord will endeavor to provide a thirty (30) day notice to Tenant of scheduled events, both ticketed and non-ticketed events, at Cascades Park. Tenant will not conduct business operations that will conflict with any Cascades Park ticketed or non-ticketed event, including without limitation, outside entertainment, outside private parties or any other event that would create a disruption to the Cascades Park event. However, for clarification and the avoidance of doubt, Tenant shall at all times be able to operate its business as a restaurant open to the public, regardless of any events occurring in or around Cascades Park. The Landlord, to the best of its ability, shall ensure the patrons of the Tenant shall have, at all times, reasonable access to the Premises, without charge, unless an alternate agreement is reached between the Landlord, the event managers or promoters and the Tenant.

40. **PARKING:**

a. The parking lot located adjacent to the premises on the North side of the building, as depicted on Exhibit "B" attached hereto and incorporated by reference, as Parking Lot A shall be available for the exclusive use of the Tenant and Tenant's patrons during operating hours at no additional cost to Tenant. Tenant shall be responsible for any parking enforcement measures in this lot.



b. The parking lot located on the South side of the railroad tracks, as depicted in Exhibit "B", as Parking Lot B shall be available to the Tenant and Tenant's patrons and any valet company working for Tenant after 5:00 PM at no additional cost to Tenant. Cars parked in the lot before 5:00 pm shall be permitted to remain in the lot without additional cost and access to the lot shall not be restricted by Tenant before 5:00 PM. This lot may be secured by a gate arm with access granted to Landlord at all times. Tenant shall be responsible for any and all cost of any valet services it provides.

c. The Tenant's employees, owners and patrons may park in any other parking lots surrounding Cascades Park in the same manner and cost, if any, which is provided to the general public.

d. Notwithstanding anything to the contrary above, during a Ticketed Event, (defined as an event held in Cascades Park that: 1) charges for admission; 2) has a reasonably expected attendance of at least 1,000 paid attendees; and 3) has a separate charge for parking in lots immediately adjacent to Cascades Park) in the Amphitheatre located in Cascades Park, the above referenced parking lots may be used by the event promoter or the Landlord. In the case of such an event, the event promoter or Landlord shall provide the Tenant with parking permits sufficient to provide parking for Tenant's employees on the day of any Ticketed Event.

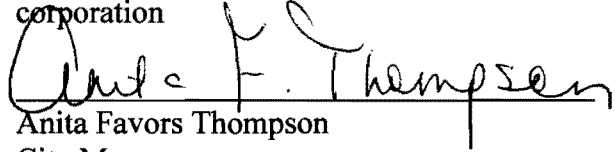
41. **CLEANING; SOLID WASTE REMOVAL:** The Premises, and surrounding areas, will be thoroughly cleaned every night to ensure no food service debris remains on the Premises or surrounding areas. All trash and associated food service waste, including, but not limited to food, cups, napkins, straws, cigarette butts, cigars etc., will be picked-up at least once daily and removed from the Premises, including the outdoor areas and outdoor seating areas. Tenant shall routinely inspect the Premises' surrounding areas for any waste associated with the restaurant's operation and remove such waste. After each lunch and dinner shift, all solid waste will be removed from the Premises and deposited in the appropriate dumpster or compactor. Solid waste containers will be cleaned either inside the Premises or at an off-site location. Under no circumstances will solid waste containers be cleaned on the Premises, or will wastewater from the cleaning of any solid waste containers be emptied into the Cascades Park storm water drainage system. Tenant will sweep the deck area, walkways and any other applicable area at least once a day. Tenant shall conduct other cleaning or maintenance requirements as may be reasonably be required by the Landlord.

42. **SIGNAGE:** Any temporary signage shall be placed within the Premises boundaries and shall be removed at the close of the business each day.

IN WITNESS WHEREOF, Landlord and Tenant have fully executed this Lease as of the day and year first written above.

Landlord:

The City of Tallahassee, a Florida municipal corporation



Anita Favors Thompson
City Manager

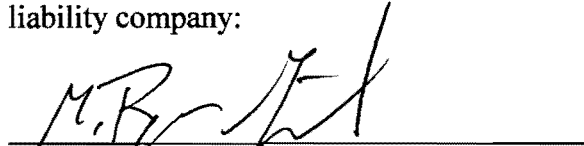
Attest:



James O. Cooke, IV
Treasurer - Clerk

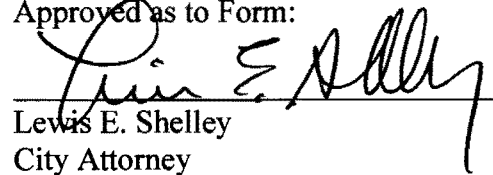
Tenant:

Cascades Holdings, LLC, a Florida limited liability company:



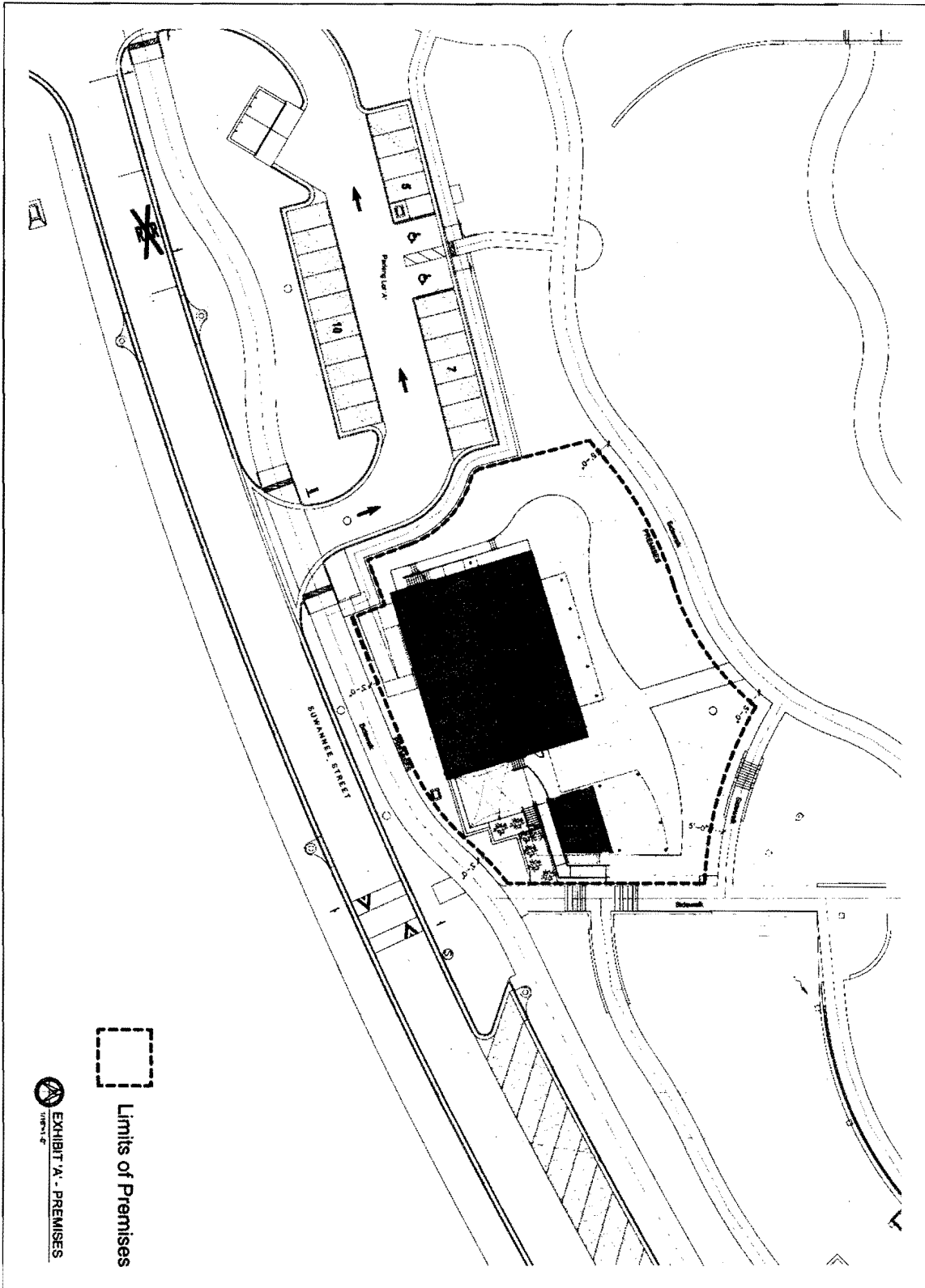
by: M. Ryan Grindler, its Manager


Approved as to Form:




Lewis E. Shelley
City Attorney

EXHIBIT "A" PREMISES



 EXHIBIT "A" - PREMISES

 Limits of Premises

NO.	DATE	BY	DESCRIPTION
AO 1			
13-214			



"THE EDISON" RESTAURANT AT CASCADES PARK
1001 SOUTH GADSDEN STREET, TALLAHASSEE, FLORIDA

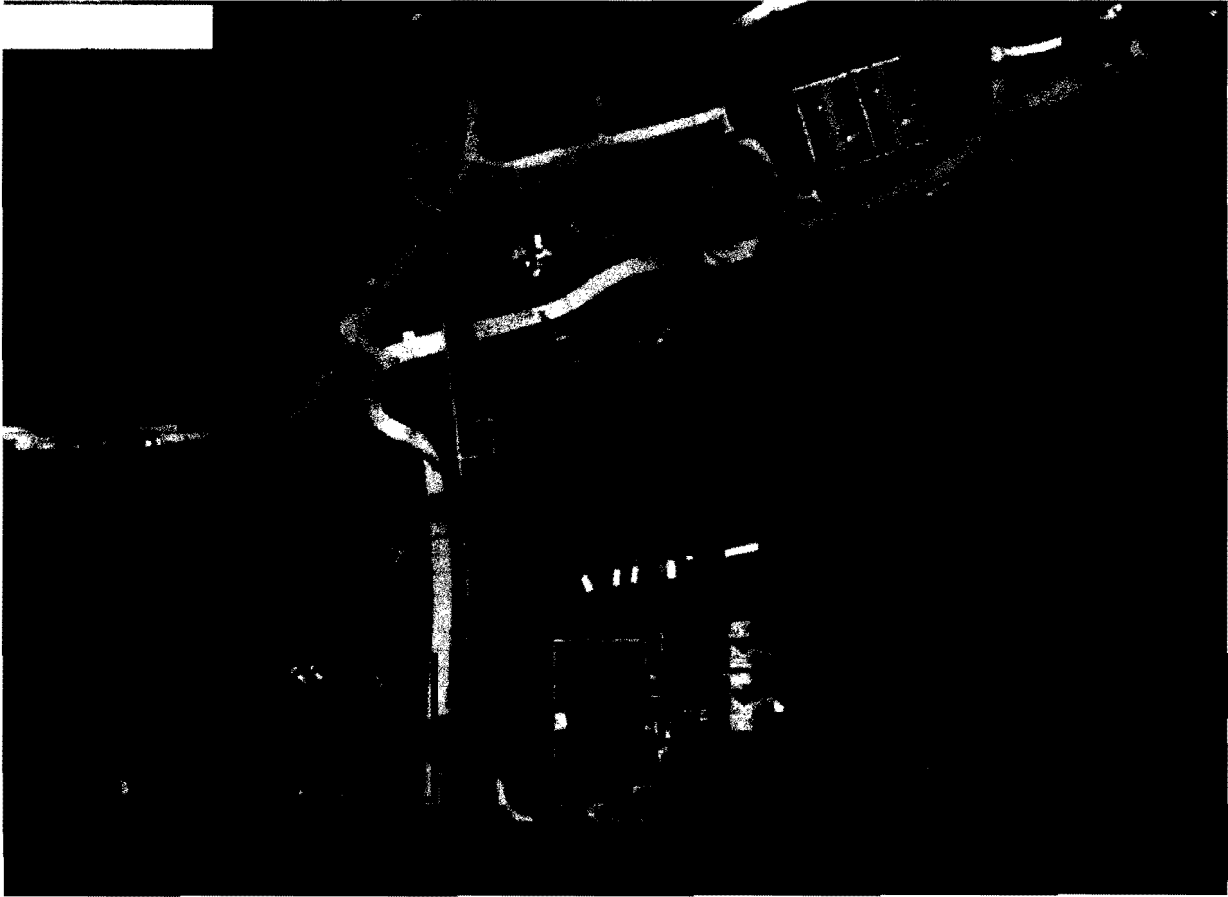
EXHIBIT "A" - PREMISES

MR

EXHIBIT "B"
PARKING SITE PLAN

Exhibit B

PARKING SITE PLAN



MRW