

CONSENT TO SUBLEASE

THIS AGREEMENT ("Agreement") is entered into this 15th day of August, 2019, by and among the **City of Gainesville, Florida**, a municipal corporation under the laws of the State of Florida ("Landlord"), **Patticakes, Inc.**, a Florida Corporation, whose address is 9124 SW 51st Road, Suite B-102, Gainesville, Florida 32608 ("Tenant"), and **DiFede, LLC**, a Florida Limited Liability Company, whose address is 3797 NW 79th Terrace #196, Gainesville, Florida 32606 ("Subtenant").

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated April 6, 2016 ("Master Lease"), relating to certain premises more particularly described in the Master Lease ("Premises"), and which Master Lease is attached to this Agreement as **Exhibit A** and incorporated herein. There exists no amendments, modifications, or extensions of or to the Master Lease except as specified and included herein, and the Master Lease is now in full force and effect; and

WHEREAS, under the terms of the Master Lease, the initial term of the Master Lease is a period of five (5) years that commenced on October 1, 2016, and ends on September 30, 2021. Under the terms of the Master Lease, following the initial term of the Master Lease, it may be extended for up to five (5) additional one-year terms at the option of the Tenant, provided Tenant is not or has not been in default under the terms of the Master Lease; and

WHEREAS, Tenant and Subtenant have entered into a Sublease Agreement dated August 15, 2019 ("Sublease"), by which the Tenant will sublease to Subtenant the Premises, and which Sublease is attached to this Agreement as **Exhibit B** and incorporated herein; and

WHEREAS, Tenant has requested that Landlord consent to Tenant subletting the Premises to Subtenant pursuant to the Sublease, and Landlord has agreed to consent to the subletting on the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual agreements and covenants hereinafter set forth, Landlord, Tenant, and Subtenant agree as follows:

1. **Definitions.** Unless otherwise defined in this Agreement, all terms used in this Agreement shall have the same meaning and definition given them in the Master Lease.
2. **Master Lease.**
 - a. The Sublease is and shall be at all times subject and subordinate to all of the terms and conditions of the Master Lease and, notwithstanding anything to the contrary contained in the Sublease, Subtenant agrees to perform all of the covenants of Tenant contained in the Master Lease insofar as the same relate to the Premises, provided that Subtenant shall not be obligated to pay rent, operating expenses or other charges in excess of the amounts specified in the Sublease. In case of any conflict between the provisions of the Master Lease and the provisions of the Sublease, as between Tenant and Landlord, the provisions of the Master Lease shall prevail unaffected by the Sublease. Subtenant shall not violate any of the terms and conditions of the Master Lease to the extent applicable to the use and occupancy of the Premises. Any breach of the Master Lease by Tenant or any breach of the Sublease or Master Lease by Subtenant that results in a breach of the Master Lease shall entitle Landlord to all the rights and remedies provided in the Master Lease.
 - b. Tenant and Subtenant acknowledge and agree that, except as provided below, the term of the Sublease shall automatically terminate upon the termination of the Master Lease for any reason

whatsoever, including, without limitation, the termination of the Master Lease prior to the expiration of the term thereof pursuant to a written agreement by and between Landlord and Tenant. Tenant hereby agrees that in the event of termination of the Master Lease, Tenant shall immediately pay or transfer to Landlord any security deposit, rent, or other sums then held by Tenant from Subtenant that is due and payable to Landlord under the Master Lease.

- c. Notwithstanding any provision to the contrary in the Sublease or in any other agreement, Subtenant acknowledges that it shall have no right and there shall not be vested in Subtenant any right to exercise rights of first refusal, options, or other similar preferential rights, if any, given to Tenant under the Master Lease.
 - d. Tenant represents and warrants to Landlord that, to Tenant's actual knowledge, there exist no defenses or offsets to enforcement of the Master Lease by Landlord or Tenant. To Tenant's actual knowledge: 1) Landlord is not in default in the performance of the Master Lease; 2) Landlord has not committed any breach thereof; and 3) no event has occurred that, with the passage of time, or the giving of notice, or both, would constitute a default or breach by Landlord.
 - e. Tenant and Subtenant represent and warrant to Landlord that there are no additional payments of rent or consideration of any type payable by Subtenant to Tenant with regard to the Premises other than as disclosed in the Sublease, and that no amendment to the Sublease will be effective or enforceable between Tenant and Subtenant unless and until Landlord has consented to such amendment in writing.
3. **Consent of Landlord.** Landlord hereby consents to the subletting of the Premises to Subtenant pursuant to the terms of the Sublease. Landlord's consent shall not release or discharge Tenant of any of its obligations under the Master Lease or release, discharge, or alter the primary liability of Tenant to pay rent and all other sums due under the Master Lease and to perform and comply with all other obligations of Tenant under the Master Lease. As between Landlord and Tenant, the Sublease shall not alter, amend, or otherwise modify any provisions of the Master Lease. Landlord shall have no obligations to any party in connection with the Premises other than those obligations set forth in the Master Lease. Landlord shall not be bound or estopped in any way by the provisions of the Sublease. This Agreement shall not be construed as a consent by Landlord to, or as permitting, any other or further subletting or assignment by Tenant or Subtenant. Landlord shall not: 1) be liable to Subtenant for any act, omission, or breach of the Sublease by Tenant; 2) be subject to any offsets or defenses that Subtenant might have against Tenant; 3) be bound by any base rent or additional rent or charges that Subtenant might have paid in advance to Tenant; or 4) be bound to honor any rights of Subtenant in any security deposit made with Tenant, except to the extent Tenant has delivered such security deposit to Landlord.
4. **Assignment of Rent.**
- a. Subject to the terms of Section 4.b. of this Agreement, Tenant hereby absolutely and irrevocably assigns and transfers to Landlord Tenant's rights under the Sublease to all rents and other sums due Tenant under the Sublease.
 - b. Landlord agrees that until a default occurs in the performance of Tenant's obligations under the Master Lease, Tenant shall have a license to receive, collect, and enjoy the rents and other sums due Tenant under the Sublease except as otherwise provided under the Master Lease. However, said license shall automatically terminate without notice to Tenant upon the occurrence of a default by Tenant in the performance of its obligations under the Master Lease and Landlord may thereafter, at its option, receive and collect, directly from Subtenant, all rents and other sums due or to be due Tenant under the Sublease. Landlord shall not, by reason of the assignment of all

rents and other sums due Tenant under the Sublease nor by reason of the collection of said rents or other sums from the Subtenant: 1) be bound by or become a party to the Sublease; or 2) be deemed liable to Subtenant for any failure of Tenant to perform and comply with Tenant's obligations under the Sublease. Tenant hereby irrevocably authorizes and directs Subtenant, upon receipt by Subtenant of any written notice from Landlord stating that a default exists in the performance of Tenant's obligations under the Master Lease, to pay directly to Landlord the rents and other income due and to become due under the Sublease. Tenant agrees that Subtenant shall have the right to rely solely upon such notice from Landlord notwithstanding any conflicting demand by Tenant or any other party. Tenant hereby agrees to indemnify, defend, and hold Subtenant harmless from any and all claims, losses, liabilities, judgments, costs, demands, causes of action, and expenses (including, without limitation, attorneys' fees and consultants' fees) that Subtenant may incur in relying on any written notice from Landlord or in paying rents and other sums due under the Sublease directly to Landlord in accordance with this Section 4.b. Without limiting the generality of the foregoing, the acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant or Subtenant of the Master Lease or Sublease other than the failure of Tenant or Subtenant, as the case may be, to pay the particular rents or other sums so accepted.

5. Indemnification and Insurance.

- a. Tenant and Subtenant each indemnifies and holds harmless Landlord and Landlord's officers, employees, agents, invitees, and independent contractors (collectively "Agents") of Landlord, against and from any and all claims, losses, liabilities, judgments, costs, demands, causes of action, and expenses (including, without limitation, attorneys' fees and consultants' fees) (collectively "Claims") that Landlord or its Agents may incur arising from or related to the following:
 - i. Subtenant's use of the Premises or any activity done, permitted, or suffered by Subtenant in, on, or about the Premises or the property;
 - ii. The negligence, recklessness, or intentional wrongful conduct of the Tenant or Subtenant and any persons employed by or used by the Tenant or Subtenant in the performance of or in connection with the Master Lease or the Sublease;
 - iii. Any Hazardous Material used, stored, released, disposed, generated, or transported by Tenant or Subtenant and any persons employed by or used by the Tenant or Subtenant in, on, or about the Premises, including without limitation, any Claims arising from or related to any Hazardous Material investigations, monitoring, cleanup, or other remedial action; and
 - iv. Any action or proceeding brought on account of any matter referred to in items i, ii, or iii.

If any action or proceeding is brought against Landlord or its Agents by reason of any such Claims, upon notice from Landlord, Tenant and Subtenant shall defend the same at their expense with counsel reasonably satisfactory to Landlord. The obligations of Tenant and Subtenant under this Section 5.a. shall survive any termination of the Sublease or the Master Lease.

- b. Subtenant shall, during the term of the Master Lease and Sublease, maintain comprehensive public liability insurance, including personal injury and property damage, issued by a reputable insurance company licensed to do business in the State of Florida with limits of not less than \$1,000,000 combined single limit protecting Landlord and Tenant against liability for any accident, injury, or damage on the Premises or on the property. Should Landlord reasonably determine that Subtenant's operations present a risk of loss of damage greater than anticipated, then Landlord may require Subtenant to maintain greater insurance coverage different in scope of loss

covered and amount of coverage. Subtenant shall furnish to Landlord appropriate certificates of said insurance, and each insurance policy shall contain an agreement that the policy may not be canceled or materially changed except after 30 days prior written notice of such cancellation or material change to the Landlord. All required insurance products must name the Landlord as an additional insured.

6. Assignment and Sub-Subletting. Subtenant shall not voluntarily or by operation of law: 1) mortgage, pledge, hypothecate, or encumber the Sublease or Premises or any interest therein; 2) assign or transfer the Sublease or any interest therein, sub-sublet the Premises or any part thereof or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, and invitees of Subtenant excepted) to occupy or use the Premises or any portion thereof, without first obtaining the written consent of Landlord.

7. Miscellaneous Provisions.

- a. Landlord shall use reasonable efforts to notify Subtenant of any default by Tenant under the Master Lease of which Landlord has actual knowledge and which is not cured within any applicable notice and cure period provided in the Master Lease; provided, however, that the failure of Landlord to provide such notice shall not give rise to liability on the part of Landlord or otherwise alter or modify the rights and obligations of the parties hereunder. The giving of any such notice to Subtenant shall not vest in Subtenant any rights or remedies except as otherwise expressly set forth herein.
- b. Tenant and Subtenant agree to not amend, modify, supplement, or otherwise change in any respect the Sublease except with the prior written consent of Landlord, which consent shall not be unreasonably withheld. This Agreement shall not create in Subtenant, as a third party beneficiary or otherwise, any rights except as set forth in this Agreement.
- c. All notices that Landlord or Subtenant desire to give or provide to the other shall be personally delivered or sent by registered or certified U.S. mail, postage prepaid, return receipt requested, and, if to Landlord, shall be sent to the address set forth immediately below Landlord's signature hereto, and, if to Subtenant shall be sent to the Premises. Each party shall have the right to change its address for notices by giving written notice thereof to the other party in accordance with this Section 7.c. Any notice given in accordance with this Section 7.c. shall be deemed delivered upon actual receipt (or attempted delivery if delivery is refused). Any notices of default sent by Tenant under the Master Lease or Sublease, as applicable, shall be delivered by Tenant to both Landlord and Subtenant at the addresses for each set forth in the Master Lease and Sublease, as applicable. Any notices of default sent by Subtenant to Tenant under the Sublease shall be delivered by Subtenant to both Landlord and Tenant at the addresses for each set forth in the Master Lease and Sublease, as applicable.
- d. This Agreement, together with the provisions of the Master Lease relating to subletting or assigning, contains the entire agreement between the parties hereto regarding the matters which are the subject of this Agreement. In the event of a permitted assignment under the Master Lease by Landlord or Tenant of its interest in the Master Lease, then the assignee of either Landlord or Tenant, as appropriate, shall automatically be deemed to be the assignee of Landlord or Tenant under this Agreement, and such assignee shall automatically assume the obligations of Landlord or Tenant under this Agreement. No other assignments of this Agreement shall be permitted, except with the written consent of all parties hereto. Any attempted assignment in violation of this section shall be void. The terms, covenants, and conditions of this Agreement shall apply to and bind the heirs, successors, executors, administrators, and permitted assigns of all the parties

hereto. The parties acknowledge and agree that no rule or construction, to the effect that any ambiguities are to be resolved against the drafting party, shall be employed in the interpretation of this Agreement. If any provision of this Agreement is determined to be illegal or unenforceable, such determination shall not affect any other provisions of this Agreement, and all such other provisions shall remain in full force and effect.

- e. If either party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.
- f. Tenant and Subtenant covenant and agree that under no circumstances shall Landlord be liable for any brokerage commission or other charge or expense in connection with the Sublease or this Agreement and Tenant and Subtenant agree to protect, defend, indemnify, and hold Landlord harmless from the same and from any cost or expense (including but not limited to attorneys' fees) incurred by Landlord in resisting any claim for any such brokerage commission.
- g. This Agreement shall in no manner be construed as limiting Landlord's ability to exercise its rights to recapture any portion of the Premises, as set forth in the Master Lease, in the event of a proposed future sublease or assignment of such portion of the Premises.
- h. The terms and provisions of this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue shall be in Alachua County, Florida.
- i. Tenant and Subtenant agree that the liability of Landlord hereunder and any recourse by Tenant or Subtenant against Landlord shall be subject to the limitations on liability set forth in the Master Lease. In addition, neither Landlord nor any of its officers or employees shall have any personal liability, and Tenant and Subtenant each hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through, or under Tenant or Subtenant.
- j. Tenant and Subtenant shall be jointly and severally liable for all bills rendered by Landlord for charges incurred by or imposed upon Subtenant that arise during the term of the Sublease for services rendered and materials supplied to the Premises pursuant to the Master Lease, Sublease or this Agreement.
- k. The voluntary or other surrender of the Master Lease by Tenant, or a mutual cancellation, termination, or expiration thereof, shall not work as a merger, and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to Landlord of any or all such subleases or subtenancies.
- l. Nothing in this Agreement shall be interpreted as a waiver of the Landlord's sovereign immunity as granted under Section 768.28, Florida Statutes.

8. Public Records.

Florida has a very broad public records law and certain records of the Tenant and Subtenant may be subject to the Florida Public Records Act (Chapter 119, Florida Statutes). By entering into this

Agreement with the Landlord, the Tenant and Subtenant acknowledge that it will comply with this section and that failure by Tenant or Subtenant to comply with this section is a breach of this Agreement and the Landlord may pursue all available remedies. A request to inspect or copy any public records, as defined in Section 119.011(12), Florida Statutes, relating to this Agreement must be made directly to the Landlord. If the Landlord does not possess the requested public records, the Landlord shall immediately notify the Tenant or Subtenant of the request and the Tenant or Subtenant shall, within a reasonable duration of time, either provide the records to the Landlord or allow the records to be inspected or copied. In addition, the Tenant and Subtenant shall:

- a) Keep and maintain all public records required by the Landlord to perform the service;
- b) Upon request from the Landlord's custodian of public records, provide the Landlord with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law;
- c) Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following termination of this Agreement if the Tenant or Subtenant does not transfer the records to the Landlord; and
- d) Upon termination of this Agreement, transfer to the Landlord at no cost to the Landlord all public records in possession of the Tenant or Subtenant or keep and maintain the public records required by the Landlord to perform the service. If the Tenant or Subtenant transfers all public records to the Landlord upon termination of this Agreement, the Tenant or Subtenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Tenant or Subtenant keeps and maintains public records upon termination of this Agreement, the Tenant or Subtenant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the Landlord, upon request from the Landlord's custodian of public records, in a format that is compatible with the information technology systems of the Landlord.

IF THE TENANT OR SUBTENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TENANT'S OR SUBTENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Manager's Office, Mail Station 6
Post Office Box 490
Gainesville, Florida 32627-0490
Phone: (352) 393-5010

IN WITNESS WHEREOF, Landlord, Tenant, and Subtenant have executed this Agreement.

Witness:

Name: _____

Name: _____

LANDLORD:

**CITY OF GAINESVILLE
City Manager's Office, Mail Station 6
Post Office Box 490
Gainesville, Florida 32627-0490**

By: _____
Deborah Bowie, Interim City Manager

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me on _____, 2019, by Deborah Bowie, as the Interim City Manager, City of Gainesville, who is personally known to me and duly sworn, acknowledged that as such officer, and pursuant to authority from the City of Gainesville, she executed the foregoing instrument for the uses and purposes set forth and contained in this instrument.

Print Name: _____
Notary Public, State of Florida

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Witness:

[Signature]
Name: David Patterson

[Signature]
Name: Monsin Manmoed

TENANT:

PATTICAKES, INC.

By: [Signature]

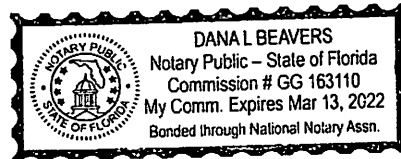
Print Name: Janet Patterson

Title: President

STATE OF Florida
COUNTY OF Alachua

The foregoing instrument was acknowledged before me on July 26, 2019 by Janet Patterson, as the President who is personally known to me or who has produced drivers license as identification, and duly sworn, acknowledged that as such officer, and pursuant to authority from said _____, he/she executed the foregoing instrument for the uses and purposes set forth and contained in this instrument.

[Signature]
Print Name: Dana L. Beavers
Notary Public, State of Florida



Witness:

[Signature]
Name: David Patterson

[Signature]
Name: Monsin Manmoed

SUBTENANT:

DIFEDE, LLC

By: [Signature]

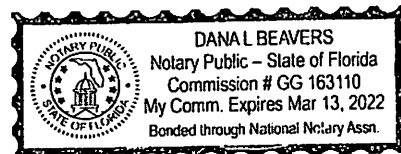
Print Name: Joseph DiBartolo

Title: V.P.

STATE OF Florida
COUNTY OF Alachua

The foregoing instrument was acknowledged before me on July 26, 2019 by Joseph DiBartolo, as the VP, who is personally known to me or who has produced drivers license as identification, and duly sworn, acknowledged that as such officer, and pursuant to authority from said _____, he/she executed the foregoing instrument for the uses and purposes set forth and contained in this instrument.

[Signature]
Print Name: Dana L. Beavers
Notary Public, State of Florida



Commercial Sublease

This Commercial Sublease (this "Sublease") is made effective as of August 15, 2019, by and between Patticakes, Inc. ("Tenant"), and DIFEDE LLC ("Subtenant"). Tenant has previously entered into a lease agreement with City of Gainesville, Florida ("Landlord") dated April 6, 2016, (the "Prime Lease"), a copy of which is attached as an exhibit to this Sublease. Tenant now desires to sublet the leased property to Subtenant and Subtenant desires to sublet the leased property from Tenant. Therefore, the parties agree as follows:

PREMISES. Tenant, in consideration of the sublease payments provided in this Agreement, sublets to Subtenant the Plaza Café Building and surrounding property in NE corner of Bo Diddley Plaza, Gainesville, Florida located at 185 East University Avenue, Gainesville, Florida 32601 (the "Premises").

TERM AND POSSESSION. The term of this Sublease will begin on August 15, 2019 and unless terminated sooner pursuant to the terms of this Sublease, it will continue for the remainder of the term provided in the Prime Lease, which terminates September 27, 2021.

SUBLEASE PAYMENTS. Subtenant shall pay to Landlord sublease payments of rent in the amount of \$1,594.00 per month, plus sales tax and property taxes in the amount of \$331.58, payable in advance on the first day of each month, for a total sublease payment of \$1,925.58. Sublease payments shall be made to Landlord at PO Box 490, Gainesville, Florida 32627, which may be changed from time to time by Landlord. Payments will be adjusted pursuant to the terms of the Prime Lease.

Subtenant shall pay for all utilities used or consumed at the Demised Premises during the term of this Agreement as currently obligated by the Tenant under the Prime Lease. The utilities shall be paid directly to the utility company if separately metered; otherwise, the utilities shall be prorated by Tenant in a fair and equitable manner as mutually agreed to by Tenant and Subtenant and be billed to Subtenant at the same rates as billed to Tenant by the utility company for payment to Tenant. The bills shall be due and payable within ten days of receipt.

DEFAULTS. Subtenant shall be in default of this Sublease if Subtenant fails to fulfill any lease obligation or term by which Subtenant is bound. Subject to any governing provisions of law to the contrary, if Subtenant fails to cure any financial obligation within 10 days (or any other obligation within 30 days) after written notice of such default is provided by Landlord to Subtenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Subtenant's financial obligations under this Sublease. Subtenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Subtenant's defaults. All sums of money or charges required to be paid by Subtenant under this Sublease shall be additional rent, whether or not such sums or charges are designated as "additional rent".

The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

SECURITY DEPOSIT. At the time of the signing of this Sublease, Subtenant shall pay to Tenant the sum of \$1,300.00 as reimbursement to Tenant of the security deposit paid to Landlord by Tenant. Subtenant shall be entitled to receive any refund of the Security Deposit under the terms of the Prime Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Sublease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

PROPERTY INSURANCE. Lessor, Tenant and Subtenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Lessor and Tenant shall be named as an additional insured in such policies. Subtenant shall deliver appropriate evidence to Tenant as proof that adequate insurance is in force issued by companies reasonably satisfactory to Tenant. Tenant shall receive advance written notice from the insurer prior to any termination of such insurance policies. Subtenant shall also maintain any other insurance which Tenant or Lessor may reasonably require for the protection of Tenant's or Lessor's interest in the Premises. Subtenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Subtenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. Subtenant shall deliver appropriate evidence to Tenant as proof that adequate insurance is in force issued by companies reasonably satisfactory to Tenant and Lessor. Tenant and Lessor shall receive advance written notice from the insurer prior to any termination of such insurance policies.

NOTICE. Notices under this Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows to every interested party:

TENANT:

Patticakes, Inc.
9124 SW 51st Road, Suite B-102
Gainesville, Florida 32608

SUBTENANT:

DIFEDE LLC
8015 NW 39th Avenue
Gainesville, Florida 32606

LANDLORD:

City of Gainesville, Florida
PO Box 490
Gainesville, Florida 32627

Such addresses may be changed from time to time by any party by providing notice to the other interested parties as described above.

GOVERNING LAW. This Sublease shall be construed in accordance with the laws of the State of Florida.

LANDLORD'S CONSENT. The Prime Lease requires the prior written consent of Landlord to any subletting of the Premises. The effectiveness of this Sublease is expressly conditioned upon Landlord's written consent to this Sublease. Tenant agrees to use its best efforts to obtain such consent. If Landlord's consent cannot be obtained, this Sublease shall be null and void and neither party shall have any further obligations to the other arising out of it.

INCORPORATION OF PRIME LEASE. This Sublease is subject to all of the terms of the Prime Lease with the same force and effect as if each provision of the Prime Lease were included in this Sublease, except as otherwise provided in this Sublease. All of the obligations and rights of Tenant under the Prime Lease shall be binding upon Subtenant. All of the obligations of Landlord under the Prime Lease shall inure to the benefit of Subtenant. It is the intent of the parties that, except as otherwise provided in this Sublease, the relationship between Tenant and Subtenant shall be governed by the various provisions of the Prime Lease as if those provisions were included in this Sublease in full, except that the terms "Landlord," "Tenant" and "Lease" as used in the Prime Lease, shall instead refer to, respectively, "Tenant," "Subtenant" and "Sublease." The Subtenant herein executes this Sublease with the express acknowledgement that Subtenant has read, reviewed, understands and agrees to comply with all obligations, rights, limitation and responsibilities contained in the Prime Lease.

INDEMNITY. Subtenant shall indemnify, defend, and hold harmless Tenant from and against all claims, demands, losses, damages, liabilities, suits, fines, and penalties and costs (including attorney's fees) arising from the acts or negligence of Subtenant, its employees, agents, licensees, patrons, guests and invitees.

TENANT

Patticakes, Inc.

By:


Jan Patterson, President

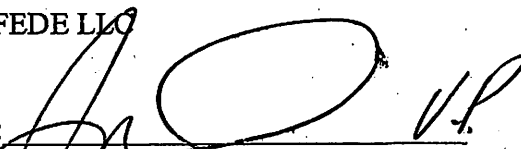
Date:

7-26-19

SUBTENANT

DIFEDE LLC

By:


Joe Di Bartolo, Vice-President

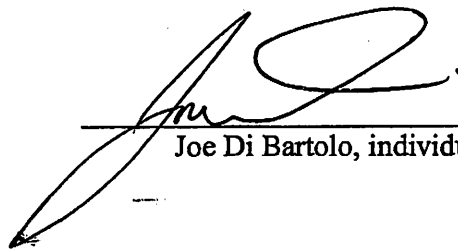
Date:

7-26-19

Personal Guaranty

The undersigned, for value received, unconditionally guarantees all payments due from Subtenant and the performance of all obligations of Subtenant under the terms of the above Sublease Agreement and agrees to indemnify and hold harmless the Tenant for all damages arising from the failure of Subtenant to perform its responsibilities under the Sublease Agreement.

Dated this 26 day of July, 2019.



Joe Di Bartolo, individually