

## LICENSE AGREEMENT

LICENSE AGREEMENT made this 1<sup>st</sup> day of June, 2016, between McCumber – Wright Venture, LLC. (the "Licensor") and Rudy's of Hollywood, Inc. (the "Licensee").

### WITNESSETH:

WHEREAS, the City of Hollywood, a municipal corporation of the State of Florida ("Owner") is the owner of Hollywood Beach Golf and Country Club (the "Club") located at 1600 Johnson Street, Hollywood, Florida; and

WHEREAS, pursuant to a Third Amended and Restated Lease Agreement (the "Lease Agreement") dated June 1, 2016, by and between Owner and Licensor, a copy of which is attached hereto, Licensor leased the Club from the Owner for purposes of operating the Club which includes a lounge, kitchen, outdoor food service areas and beverages, related storage areas a banquet room and a food and beverage office located in the Clubhouse at the Club (individually and collectively, the "Licensed Areas"); and

WHEREAS, Licensor is desirous of having Licensee manage, use and operate the Licensed Areas (but not other areas of the Club) upon the terms and conditions as herein provided and Licensee is desirous of managing, using and operating the Licensed Areas upon the terms and conditions as herein.

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

### SECTION 1 GRANT OF LICENSE

The Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor this License ("License") to use, manage and fully operate (including any and all services necessary to use, manage and operate including without limitation those described on Exhibit A) the Licensed Areas at Licensee's sole cost and expense, in accordance with the terms hereof and to the satisfaction of the Licensor. Licensee shall be solely responsible for the conduct of its employees, agents, consultants and affiliates that access the Club property and the Licensed Areas. Licensor will not permit any food or beverage to be brought into described facility without written consent of Licensee during the Term of this License. If Licensee is required to purchase any equipment to perform its obligations under this License, Licensor shall reimburse Licensee up to 50% of the amount paid by Licensee for such equipment if (i) Licensee gets written approval of such reimbursement from Licensor prior to the time Licensee purchases such equipment and (ii) such equipment becomes a fixture in the Licensed Areas and cannot be removed by Licensee on the expiration or termination of this License.

### SECTION 2 MANNER OF PERFORMANCE

2.1. Licensee will during the entire Term (as defined below) conduct its business in and upon the Licensed Areas (and all other areas within the Club and on Club property that Licensee must access to perform this License) in accordance normal and customary standards with prudent business judgment so as to enhance the overall reputation of, and standard of services provided by, the Club.

Licensee will carry on its business at all times in an efficient, quality, and reputable manner for the type of business for which the Licensed Areas are licensed, including maintenance of an adequate number of employees and sufficient inventory and supplies. Licensee will not use the Licensed Areas in any manner that will constitute waste, nuisance, or unreasonable annoyance to guests or patrons of the Club, or which is inconsistent with the provisions of the Lease Agreement.

2.2. Licensee warrants that all food, beverages and merchandise shall be pure and of good quality. Licensee shall maintain adequate inventory control to assure a constant supply of food, beverages and merchandise. Licensee shall operate the Licensed Areas in such a manner as to maintain the highest health inspection rating.

### SECTION 3 TERM OF LICENSE

3.1. The term of this License shall commence on the date hereof and shall terminate as of the earlier of: (a) June 1, 2017 (b) any other action which entitles a party to terminate this License as set forth herein. The Initial Term and each Renewal Term shall be collectively referred to herein as the "Term".

3.2. Licensor or Licensee may terminate this License (i) in the event the Licensee fails to pay any License Fee or breaches any provision of this License at any time after (90) days written notice to Licensee, (ii) without notice if the Lease Agreement is cancelled for any reason whatsoever, (iii) if the Licensee (or its employees, agents or affiliates) directly or indirectly takes any action or neglects taking any action that may cause the Licensor to be in violation of the Lease Agreement or (iv) or renegotiate this License in the event any Licensed Area becomes subject to renovation, repair or temporarily closed in a manner that prevents business from being conducted in any such Licensed Area; provided, however, that if the Licensed Area is temporarily closed at the request of a governmental body for in excess of thirty (30) days, Licensee may terminate or renegotiate this License. The Licensor, its employees and agents shall not be liable for damages to Licensee in the event that this License is terminated by Licensor as provided for herein.

3.3. Upon expiration or sooner termination of this License by Licensor, all rights of Licensee herein shall be forfeited without claim for loss, damages, refund of investment or any other payment whatsoever against Licensor or Licensor. Upon expiration or sooner termination of this License, Licensor reserves the right to take immediate possession of the Licensed Areas.

### SECTION 4 LICENSE FEES

4.1. Licensee shall pay to Licensor on the first day of the month, in equal installments of \$3,750 per month.

## SECTION 5 REPRESENTATIONS, WARRANTIES AND COVENANTS OF LICENSEE

As an inducement for Licensor to enter into this License with Licensee, and in addition to the liabilities and obligations of Licensee set forth elsewhere in this License, Licensee hereby represents warrants and covenants to Licensor as follows.

5.1. Licensee shall not use or allow the Licensed Areas, or any portion thereof, to be used or occupied for any unlawful purpose or in any manner violate of the Lease Agreement (which Licensee and its controlling shareholders, officers and directors have read and understand) or in any manner which would cause Licensor to violate or be in default of its obligations under the Lease Agreement.

5.2. Licensee shall be required to take the following actions, and agrees to the following provisions, during the Term of this License:

(a) Licensee, at its sole cost and expense and to the satisfaction of Licensor, shall put, keep, repair and preserve in good order Licensed Areas and the Equipment. Licensee shall keep at all times Licensed Areas and the surrounding area within the distance specified herein, clean, litter free, neat, fumigated, disinfected, deodorized and in every respect sanitary. Licensee shall provide regular cleaning and maintenance services for Licensed Areas.

(b) Licensor acknowledges and agrees that title to the Equipment shall at all times remain in Licensor or Owner.

(c) Notwithstanding the foregoing, at the expiration or sooner termination of this License, Licensee shall surrender the Licensed Areas and the Equipment, in at least as good a condition as said Licensed Areas, and the Equipment were, on the date of this License, reasonable wear and tear excepted.

(d) Licensee assumes all risk in the operation of this License.

(e) Licensee shall, at its sole cost and expense, procure the liability, liquor liability, property damage and other insurance (including without limitation Workers' Compensation Insurance), in the kinds and in the amounts Licensor is required to have, from time to time, as set forth in the Lease Agreement, which names Licensor as additional insured and loss payee and shall deliver to Licensor certificate evidencing such.

## ARTICLE 6 INDEMNIFICATION

Licensee shall indemnify and save harmless Licensor, its officers, directors, employees, attorneys and agents against and from all losses, liabilities, suits, obligations, fines, damages, penalties, claims, third party claims, costs, charges, and expenses, of any kind whatsoever including without limitation attorneys' fees, costs and disbursements which may be imposed upon, incurred by

or asserted against any of them in whole or in part arising out of any violation of any law, rule, regulation or order, and from any and all claims for loss, damage or injury (including death) to persons or property of whatever kind or nature arising from the operation of this License, or from the negligence or carelessness of employees, agents, contractors, servants, sublicenses or invitees of Licensee. The obligation of Licensee under this Article shall not be affected in any way by the absence or lapse in any case of covering insurance or by the failure or refusal of any insurance policies affecting the Licensed Areas.

The provisions of this Article and all other indemnity provisions of this License shall survive the expiration date with respect to any liability, suits, obligation, fine, damage, penalty, claim, cost, charge or expense arising out of or in connection with any action or failure to take action or any other matter occurring prior to the expiration of the Term.

## ARTICLE 7 MISCELLANEOUS

7.1. It is expressly understood that no land, building, space (including without limitation the Licensed Areas), improvement, or equipment is leased to Licensee, but that during the Term of License, Licensee shall have the use of the Licensed Areas for the purpose herein provided and except as herein provided, Licensee has the right to occupy the premises assigned to it and to operate the Licensed Areas, and to continue in possession thereof only so long as each and every term and condition in this License is strictly and properly complied with and so long as this License is not terminated by Licensor.

7.2. No acceptance by Licensor of any compensation, fees, penalty sums, charges or other payments in whole or in part for any periods after a default of any terms and conditions herein shall be deemed as a waiver of any right on the part of Licensor to terminate this License. No waiver by Licensor of any default on the part of Licensee in performance of any of the terms and conditions herein shall be construed to be a waiver by the Licensor of any other or subsequent default in the performance of any of the said terms and conditions.

7.3. This License constitutes the whole of the agreement between the parties hereto, and no other representation made heretofore shall be binding upon the parties hereto. Any changes, additions or amendments not otherwise provided for herein shall be in writing and shall be signed by the parties hereto.

7.4. The specific remedies to which the Licensor may resort under the terms of this License are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any other default hereunder. The failure of the Licensor to insist in any one or more cases upon the strict performance of any of the covenants of this License, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenants or option.

7.5. All experts or consultants or employees of Licensee who are employed by Licensee to perform work under this License are neither employees of the Licensor nor under contract to the Licensor and Licensee alone is responsible for their work, direction, compensation and personal

conduct while engaged under this License. Nothing in this License shall impose any liability or duty on the Licensor for acts, omissions, liabilities or obligations of Licensee or any person, firm, company, agency, association, corporation or organization engaged by Licensee as expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent or for taxes of any nature including but not limited to unemployment insurance, workers' compensation, disability benefits and social security.

7.6. Each and every provision of law required to be inserted in this License shall be and is inserted herein. Every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this License shall, forthwith upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

7.7. Whenever any act, consent, approval or permission is required of Licensor or Licensor under this License, the same shall be valid only if it is, in each instance, in writing and signed by Licensor or his duly authorized representative. No variance, alteration, amendment, or modification of this instrument shall be valid or binding upon Licensor, Licensor or their agents, unless the same is, in each instance, in writing and duly signed by the Licensor or its duly authorized representative.

7.8. This License shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Florida, without giving effect to any of the conflicts of law's provisions thereof that would require the application of the substantive laws of any other jurisdiction. In connection with any dispute related to this License, each of the parties hereto hereby irrevocably and unconditionally (a) submits to the exclusive jurisdiction of any court of competent civil jurisdiction sitting in Broward County, Florida, and (b) waives the right and agrees not to assert by way of motion, as a defense or otherwise in any action, suit or other legal proceeding brought in any such court, any claim that it, he or she is not subject to the jurisdiction of such court, that such action, suit or proceeding is brought in an inconvenient forum or that the venue of such action, suit or proceeding is improper. Each of the parties hereto also irrevocably and unconditionally consents to the service of any process, pleadings, notices or other papers in a manner permitted by the notice provisions of Section 7.9 hereof.

7.9. Any notice or other communication under the provisions of this License shall be in writing, and shall be given by postage prepaid, registered or certified mail, return receipt requested; by hand delivery with an acknowledgment copy requested; or by the Express Mail service offered by the United States Post Office or any reputable overnight delivery service, directed to the addresses set forth on the signature page hereto, or to any new address of which any party hereto shall have informed the others by the giving of notice in the manner provided herein. Such notice or communication shall be effective, if sent by postage prepaid, registered or certified mail, return receipt requested, three (3) days after it is mailed within the continental United States; if sent by Express Mail or any reputable overnight delivery service, one (1) day after it is forwarded or by hand delivery, upon receipt.

7.10 In any action brought to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other party to the action or proceeding. For purposes of this Agreement, the "prevailing party" shall be deemed to be that party

who obtains substantially the result sought, whether by settlement, mediation, judgment or otherwise, and "attorneys' fees" shall include, without limitation, the actual attorneys' fees incurred in retaining counsel for advice, negotiations, suit, or other legal proceeding, including mediation and arbitration.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be signed and sealed on the day and year first above written.

LICENSOR

LICENSEE

McCumber – Wright Venture, LLC

Rudy's of Hollywood, Inc.

By: [Signature]  
Name: Joshua McCumber  
Title: Secretary  
Address: 1600 Johnson St  
Hollywood FL 33020

By: [Signature]  
Name: Joel Rudy  
Title: President  
Address: 1230 Taylor St.  
Hollywood, FL 33019

EXHIBIT A  
LICENSEE OBLIGATIONS

Licensee

- Payroll costs and all applicable taxes related to Licensee operation
- Alcoholic & non-alcoholic beverages and all applicable surcharge taxes related
- Restaurant, Lounge and Kitchen supplies
- All food and related items Licensee decides to sell
- Liability Insurance including liquor liability insurance naming Licensor and the City of Hollywood additionally insured. Limits of coverage to be at described levels of Master Lease Agreement with Notice of Cancellation to be forwarded to additional insured.
- Workman's Compensation policy and notification of any cancellation to be forwarded to Licensor by Insurer.
- All applicable sales taxes to any government agency applicable to this operation
- Workman's Compensation policy and notification of any cancellation to be forwarded to Licensor by Insurer.
- All applicable sales taxes to any government agency applicable to this operation
- Hours of operation for restaurant, bar, beverage cart and halfway house approved in writing from Licensor

For said consideration, Licensor shall provide Licensee listed services

- Telephone
- Alarm System
- Pest Control
- Liquor Lic.
- Gas
- Electric
- Water
- Other license fees pertaining to Use Agreement operation
- Housekeeping of Public Common areas daily
- Housekeeping and restocking of supplies in restrooms daily
- Air conditioned Replacement & Repairs
- Structural repairs of walls, roofs and glass not caused by patrons or employees of operation of premises by Licensee
- Maintenance of all landscaping and lighting outside immediate premises
- Standard routine maintenance of Public Common Areas
- Power washing of trash area monthly

Cost of replacement of kitchen equipment and or item considered fixtures; Licensor will contribute 50% of said cost upon mutual written consent of both parties. Fixtures will remain the property of the City of Hollywood.

## EXHIBIT B

### Property of Licensee

- Televisions
- POS System
- Office Equipment (laptops, printers, radio, etc)
- Office File Cabinets
- Restaurant & Office Décor
- All dishes, flatware and glasses
- Banquet Serving Items
- Banquet Bar
- All linens
- Small Kitchen Appliances
- Patio Furniture
- Foyer Furniture
- Speaker and Mic System