

Downtown Pensacola
139 East Government Street
Pensacola, FL 32502
[p] 850.466.3255 [f] 850.466.3258



Grand Boulevard at Sandestin®
495 Grand Boulevard, Suite 206
Miramar Beach, FL 32550
[p] 850.269.7216 [f] 850.269.6801

Reply to:
john@coastalalg.com
[p] 850.466.3255 ext. 101

Suzanne Blankenship Stephen Lowery
John Trawick
Board Certified Construction Lawyer

www.coastalalg.com

March 28, 2014

Via Hand Delivery

Robert de Varona
Varona Enterprises of Florida, Inc.
2430 Airport Boulevard
Pensacola, FL 32504

RE: Food and Beverage Lease and Concession Agreement, Pensacola Airport

Dear Mr. de Varona:

I represent the City of Pensacola with regard to the March 18, 2003 Food and Beverage Lease and Concession Agreement between the City of Pensacola ("City") and Varona Enterprises of Florida, Inc. ("Varona Enterprises"). As per Section V that Agreement, Varona Enterprises' lease term expires at 11:59 p.m. on March 31, 2014 and it must surrender the premises at that time. Please be advised that if Varona Enterprises continues to occupy and use the premises thereafter, it will be considered a holdover tenant and as per Florida Statute §83.06, its rent amount will double. Furthermore, if it continues to occupy and use the premises as a holdover tenant, we will immediately file an eviction lawsuit against it, seeking a writ of possession and seeking a monetary judgment for the amount of the rent that accrues. Under such circumstances, Varona Enterprises will also be liable for all of the City's legal costs and attorney's fees. We trust, however, that you will surrender and vacate the premises timely and voluntarily, rendering the foregoing actions unnecessary.

Please also note that because the OHM Concession Group contract will commence at 12:00 a.m., April 1, 2014, it will be necessary for Verona Enterprises to remove all of its personal property, improvements and fixtures from the premises so that OHM can install its own equipment and begin its operations. If such removal has not been completed by 12:00 a.m., April 2, 2014, the City will undertake the task itself and will have the property removed and placed in storage. If that occurs, Varona Enterprises may retrieve the property upon its repayment of the City's removal costs. Furthermore, if Verona Enterprises fails to retrieve the property by May 30,

2014, it will be liable for all storage costs incurred thereafter.

Thank you in advance for your cooperation during this transition period. Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'JBT', written in a cursive style.

John B. Trawick

cc: Andrea Kvech
Jim Messer
Gary Houston