

**AGREEMENT FOR PAYMENT OF
UNCOLLECTED ELECTRICITY CHARGES**

THIS AGREEMENT is made as of this ____ day of _____, 2007, by and between The City of Leesburg, Florida, a Municipal Corporation organized and existing under the laws of the State of Florida, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "City"), and BR-2, LLC dba Tijuana Flats Burrito Company, whose address is 276 Springside Rd. Longwood Florida 32779, (hereinafter referred to as the "Debtor").

WITNESSETH:

That the Debtor has Uncollected Electricity Charges in the amount of \$14,269.68. As such, the parties hereto have agreed upon a payment method to reduce and ultimately eliminate these uncollected electricity charges and have entered into this Agreement to memorialize the terms agreed upon by and between the parties for that purpose.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, as well as in consideration for the forbearance by the City from asserting any of the remedies otherwise available to it to collect or enforce the payment of the delinquent public service tax, the parties to this Agreement hereby agree as follows:

1. The Uncollected Electricity Charges shall be repaid in Twenty-four (24) equal monthly interest free installments of \$594.57, for a total of \$14,269.68. The monthly installment shall be included on the monthly utility statement but the installment shall be paid in addition to the normal monthly utility bill.
2. If the Debtor fails to abide by any term, condition or covenant of this Agreement, the City may exercise any remedy available at law or in equity to enforce payment of the entire amount due, including termination of service of electricity to the business premises. This may include, but shall not be limited to, declaring the entire unpaid amount to be due immediately, and filing suit to collect the amount due. In the event that the City takes action to enforce or collect payment from the Debtor, it shall be entitled to also recover all costs incurred in that process together with any and all reasonable attorneys' fees.
3. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supercedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein.

4. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of written instrument signed by both parties hereto or their lawful successors.

5. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida.

6. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement. This Agreement does not create, and shall not be construed to create or imply the creation of, any rights as to any third party beneficiaries.

7. Any delay or forbearance by the City in exercising its rights hereunder or in declaring the Debtor to be in default shall not act as a waiver of its right to declare default and exercise its remedies in the event of any continuing or subsequent default. As such, Debtor specifically agrees that it shall not be permitted to assert, as a defense to any action or proceeding filed against it by the City, that by not insisting on strict performance of this Agreement by Debtor, the City has waived any rights or is in any manner estopped or prevented from asserting its rights and remedies hereunder. Additionally, by entering into this Agreement the City does not obligate itself to enter into any similar agreement, either with Debtor or any other customer whose public service taxes are in default.

8. In the event of default hereunder by the Debtor, upon giving of written notice of default to the Debtor by the City (commencing as of the date the notice is postmarked or placed into the hands of a delivery service, properly addressed), all sums owed by the Debtor to the City shall begin to bear interest at the highest rate allowed by law until paid in full.

9. Time is of the essence in this Agreement.

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IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of The City of Leesburg and BR-2, LLC dba Tijuana Flats Burrito Company on this ____ day of _____, 2007.

THE CITY OF LEESBURG, FLORIDA

BY: _____
Mayor

Attest: _____
City Clerk

Approved as to form and content:

City Attorney

THE DEBTOR

BY: Kelly Brotman
NAME: Kelly Brotman
TITLE: Treasurer
DATE: 1/17/07