

## Exhibit E – Letter of Intent to Consummate a Lease

### **MJDC AOA, LLC**

640 North West 4th Avenue  
Fort Lauderdale, Florida 33311  
Office: (954) 487-1800  
Facsimile: (954) 487-4044

May 31, 2014

VIA Email: brad@archvs.com

Mr. Brad Minto  
The Archives/Brooklyn Icee  
1015 E. Las Olas Blvd.  
Ft. Lauderdale, Florida 33301

**Re: Approximately 1,000 square foot plus or minus located in the eastern most portion of building with address of 560 N. W. 7<sup>th</sup> Avenue, Fort Lauderdale, Florida 33311**

Dear Mr. Minto:

The purpose of this letter of intent ("LOI") is to express the intent of the parties to consummate a lease transaction and conditions which shall be included in a lease which are set forth herein and are as follows:

1. **Landlord:** MJDC AOA, LLC.
2. **Tenant:** Brad Minto.
3. **Premises:** Approximately 1,000 square feet plus or minus located in the eastern most portion of building with address of 560 N. W. 7<sup>th</sup> Avenue, Fort Lauderdale, Florida 33311 which exact square footage shall be verified by the Landlord's architect. The Premises shall be assigned an address in the lease. *Exact TBD*
4. **Lease Term:** Five (5) years, commencing on the issuance to the Landlord of a certificate of occupancy for the Premises from the City of Fort Lauderdale ("C. O.").
5. **Base Rent:** Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month, commencing at C. O. The exact Base Rent shall be adjusted according to the square footage of the Premises as verified by the Landlord's architect of the floor plan prepared by Tenant's architect multiplied by \$30.00 a square foot and divided by 12 months to determine the exact monthly rent payment.
6. **Sales Tax:** Landlord shall collect from Tenant sales tax on Base Rent and additional rent.
7. **Option:** Tenant has an option to extend the lease for an additional five (5) years. Tenant shall notify Landlord in writing of its intent to exercise such option before six (6) months of the end of the present Lease Term.
8. **Increase in Base Rent during the Lease Term and extended term due resulting from the exercise of option:** During the Lease Term and extended term resulting from the exercise of option, Base Rent shall be increased annually using CPI from the Department of Labor.

9. **Real Estate Taxes:** Tenant will reimburse Landlord for Tenant's pro rata share of real estate taxes based on Tenant's square footage. Such charges shall be treated as additional rent subject to sales tax.
10. **Insurance:** Tenant will reimburse Landlord for Tenant's pro rata share of Landlord's property insurance premium based on Tenant's square footage. Such charges shall be treated as additional rent subject to sales tax.
11. **CAM:** Tenant will reimburse Landlord for Tenant's pro rata share of common area maintenance charges based on Tenant's square footage. Such charges shall be treated as additional rent subject to sales tax.
12. **Monthly Assessment:** Landlord will collect from Tenant a monthly assessment to cover the estimate of 1/12 of Real Estate Taxes, Insurance and CAM which amount is estimated as \$416.67 per month based upon \$5.00 a square foot charge for the Premises. Such charges shall be adjusted up or down upon the actual cost for the year being determined. The Monthly Assessment shall be adjusted as well upon determining the actual square footage of the Premises.
13. **Water and Sewer:** Tenant is responsible for its own water and sewer charges. The Premises are separately metered.
14. **Electric:** Tenant is responsible for its own electric charges. The Premises are separately metered.
15. **Landlord Improvements:** Landlord will provide one (1) handicapped bathroom and five (5) ton condensing unit.

Although this LOI is nonbinding on the Landlord and Tenant, if Tenant approves of the terms set forth above, Tenant shall kindly sign below, then Landlord will prepare the Lease from its standard form. Please acknowledge your approval of the proposed terms of the lease by executing below.

Sincerely,

MJDC AOA, LLC

*Milton L. Jones*  
Milton L. Jones  
Managing Member

Acknowledge and Agree:

*BM*  
By: Brad Minto  
Date: 6/2/14