

**LIBRARY PARKING GARAGE LEASE AGREEMENT  
BETWEEN**

**LAKE EOLA FLORIST, LLC**

**AND THE CITY OF ORLANDO, FLORIDA**

This Lease (hereinafter "Lease") is made to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **City of Orlando, Florida, a Florida municipal corporation** (herein "Landlord"), and **Lake Eola Florist, LLC, a Florida limited liability** (herein "Tenant").

**RECITALS**

A. The City previously entered into a lease ("Original Lease") with **Eileen I. Smith d/b/a A Downtown Florist & Wedding Shop**, dated March 26, 2012, for the premises located on the first floor of the Library Parking Garage (herein referred to as the "Parking Garage"), such premises having an address of 116 East Central Blvd, Orlando, Florida 32801 ("Premises").

B. Eileen I. Smith d/b/a A Downtown Florist & Wedding Shop has sold the florist business it has operated under its lease to **Lake Eola Florist, LLC**.

C. Landlord wishes to continue to promote the central business district ("District") of the City of Orlando by encouraging retail businesses and services in the District.

D. Lake Eola Florist has experience in the operation of a florist business and desires to enter into a new lease of the Premises. The Original Lease shall be terminated upon the Commencement Date of this Lease.

E. It is the intent of the parties in entering into this Lease to encourage pedestrian traffic in the District and the creation and growth of small businesses, some of which will be housed as tenants in the Parking Garage.

D. Tenant agrees that the business development provisions hereof provide a benefit to both parties and as a material part of the inducement to Landlord to enter into this Lease and grant the right to occupy the Premises, Tenant promises to honor and fully abide by them. The business development provisions and obligations of Tenant referred to herein are found in **Sections 4.1 through 4.2 and 10.2 through 10.4**.

**NOW THEREFORE**, in consideration of the premises, and other good and valid consideration, the receipt and sufficiency of which are acknowledged by each party to the other, it is agreed as follows:

**ARTICLE 1. GRANT AND TERM**

**1.1 Premises.** Landlord has and does hereby lease, let and demise unto Tenant and Tenant does hereby lease from Landlord the Premises being shown and outlined on **Exhibit "A"** containing approximately eight hundred thirty-five (835) gross square feet, to have, hold and use

the same as Tenant for and during the term of the Lease in accordance with and upon the covenants, agreements, promises and conditions stipulated and agreed upon between the parties as set out in this Lease. The Premises area subject to this lease is identified as "Unit 4 Retail" as shown on **Exhibit "A"**.

**1.2 Term of Lease.** The parties agree that the term of this Lease shall be for approximately two (2) years commencing on July 14, 2014 (Commencement Date), and ending on June 30, 2016 (Expiration Date). So long as Tenant has abided by all terms and conditions of this Lease during the initial term of this Lease, the Lease may be extended by written mutual agreement of the parties for one (1) year on terms acceptable to Landlord in its absolute discretion.

**1.3 Quiet Enjoyment.** Landlord covenants that Tenant is entitled to the quiet, peaceful enjoyment and use of the Premises during the term and any renewal term of this Lease, so long as Tenant shall faithfully keep and perform all covenants, promises and agreements of this Lease.

**1.4 Landlord's Access to Premises.** Notwithstanding the foregoing, Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, performing any services required of Landlord, showing the same to prospective purchasers, lenders, or tenants, taking such safety measures, making such alterations, repairs, improvements or additions to the Premises or to the Parking Garage as Landlord may reasonably deem necessary or desirable and for erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises so long as there is no material adverse affect to Tenant's use of the Premises. Landlord at any time, on or about the Premises or the Parking Garage may place any ordinary "For Sale" signs and Landlord at any time during the last 120 days of the term hereof may place on or about the Premises any ordinary "For Lease" signs.

## **ARTICLE 2. RENT, TAXES, UTILITIES & SECURITY DEPOSIT**

**2.1 Monthly Rent.** Throughout the term of this Lease, Tenant shall pay to Landlord, without prior demand and without any deduction or set-off, a combination of Monthly Rent and Prorated Leasehold Tax, plus applicable Florida state sales tax. Tenant shall pay to Landlord rent for the first year of the term of this Lease the amount of One Thousand Two Hundred Sixty-eight and 37/100 Dollars (\$1,268.37) per month (Monthly Rent), prorated to the extent necessary, beginning on the Commencement Date and on the first day of each and every calendar month thereafter throughout the term of the Lease. The rental amount has been calculated on the basis of Eighteen and 23/100 Dollars (\$18.23) per gross square foot of Premises containing approximately eight hundred thirty five (835) gross square feet. At the beginning of the second year of the initial term of the Lease, the rent will increase five percent (5%). Should the term of this Lease be renewed, it is anticipated, but not finally agreed upon that the Monthly Rent will also increase five percent (5%) per year, as determined by the City in its sole and absolute discretion. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Monthly Rent, shall be generally known as Additional Rent. Except as otherwise provided, all Additional Rent payments are due and payable ten (10) days after delivery of an invoice and shall be collectible and otherwise enforceable on the same terms and conditions as Monthly Rent.

**2.2 Leasehold Tax.** In addition to the Monthly Rent, Tenant shall pay to Landlord the

Leasehold Tax assessed against the Premises. The Leasehold Tax is an ad valorem tax assessed on the Premises by the Orange County Property Appraiser. The annual Leasehold Tax assessed on the Premises shall be prorated on a monthly basis and paid with the Monthly Rent in the amount shown below and held in a separate account by Landlord for payment of Tenant's tax obligation at such time prescribed by the Orange County Tax Collector. The amount collected is an estimate of the taxes owed by Tenant and is subject to adjustment based upon the actual Leasehold Tax due. In the event the amount of Leasehold Tax paid by Tenant to Landlord exceeds the actual tax liability, the excess tax paid by Tenant may be refunded to Tenant or retained for the succeeding year tax liability, whichever is deemed appropriate exclusively by Landlord. In the event the amount of Leasehold Tax paid by Tenant to Landlord is less than the actual tax liability, Tenant shall pay the balance due to Landlord no later than ten (10) calendar days from Tenant's receipt of written notice from Landlord that the balance is due. The Prorated Leasehold Tax is calculated as follows, but is subject to change based upon the Property Appraiser's annual assessment:

$\$1,356.00$  (Estimated leasehold tax liability)  $\div$  12 months =  $\$113.00$  per month.

**2.3 Florida State Sales Tax.** Tenant shall be responsible for the payment of any applicable sales and use taxes (or any excise taxes imposed in lieu thereof) which may now or hereafter be levied by the State of Florida or any other governmental unit on all payments due under this Lease that may be classified as rent by such taxing authorities. Tenant shall pay such taxes to Landlord at the same time that rent payments or other payments classified as rent are made by Tenant to Landlord. The current State of Florida Sales Tax in Orange County, Florida is 6.5%.

**2.4 Returned Check Fee.** If any check for rent or other sums due hereunder received by Landlord is returned by a financial institution for insufficient funds, in addition to any other right or remedy available to Landlord as a result of such default, Tenant shall pay Landlord a returned check fee in the maximum amount allowed by Florida law to reimburse Landlord for the costs and expenses associated with such returned check. The current amount allowed is Forty Dollars (\$40.00).

**2.5 Late Payments.** All Monthly Rental payments shall become due and payable without notice or demand on the due date, but Tenant shall not be deemed to be in default under this Lease unless a payment remains unpaid for more than ten (10) days after its due date. Any Monthly Rent payment made more than five (5) days after the due date (due date shall be as of 5:00 p.m. of the first day of the month regardless of holidays or weekends) shall be accompanied by a late charge of Twenty-five Dollars (\$25.00) on the sixth (6<sup>th</sup>) day after the due date, plus an additional Five Dollars (\$5.00) per day for each day thereafter until payment is received. Any late charges becoming due under this paragraph if not paid with the late rent payment shall be added to and become due with the next Monthly Rent payment.

**2.6 Method of Payment.** All rental payments shall be paid in check, cash, cashier's check, or money order to the City of Orlando and mailed or hand-delivered to the Real Estate Manager, City of Orlando, 7<sup>th</sup> Floor, City Hall, 400 South Orange Avenue, Orlando, Florida 32801. In the event two (2) payments received by Landlord are returned by the bank for insufficient funds within a twelve (12) month period, all future payments must be paid in cash, cashier's check or money order.

**2.7 Utilities and Other Taxes.** Tenant shall be responsible for the payment of utilities,

specifically electricity, telephone, and solid waste collection for the Premises. The Premises contain a separate electric meter to monitor Tenant's usage. Tenant shall also be responsible for any ad valorem taxes that may be assessed on the Premises. The prorated amount for ad valorem property taxes will be added to the rent and paid by Tenant on a monthly basis along with the Monthly Rent and collectible as Additional Rent as provided in Section 2.1 hereof.

**2.8 Security Deposit.** A Security Deposit in the amount of One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) has been paid by Tenant to Landlord at the time of the execution of this Lease. This Security Deposit shall be held by Landlord as security for the performance of all obligations of Tenant under this Lease. While Landlord holds the Security Deposit, Landlord shall have no obligation to pay interest thereon, unless required to do so by Florida law, and shall have the right to commingle the Security Deposit with Landlord's other funds. Landlord shall have thirty (30) days after such time when it should be paid, to return the Security Deposit or notify Tenant of Landlord's intention to impose a claim against the Security Deposit for damages, unpaid rent or other amounts due under the Lease. However, if the determination of any amount to be paid by Tenant to Landlord, or of Tenant's pro rata share of real estate taxes as set forth in this Lease, or the like, is not available at the expiration or earlier termination of the Lease, Landlord may retain such portion of the Security Deposit as Landlord believes in the exercise of Landlord's good faith judgment is an appropriate reserve against such future liability of Tenant and return only the balance of such deposit pending the final determination and payment of all such amounts owed by Tenant to Landlord.

Landlord shall have the right from time to time without prejudice to any other remedy Landlord may have on account thereof to apply the Security Deposit, or any part thereof, to Landlord's damages arising from any default on the part of Tenant. Should Landlord apply the entire Security Deposit, or any portion thereof, against amounts owed by Tenant in accordance with the provisions hereof, Tenant shall forthwith upon demand pay to Landlord an amount sufficient to restore the Security Deposit to the required amount specified herein. Landlord shall have the same rights and remedies for the nonpayment by Tenant of any amounts due on account of the Security Deposit as Landlord has hereunder for the failure of Tenant to pay rent.

### **ARTICLE 3. MAINTENANCE, REPAIR AND CASUALTY**

**3.1 Maintenance and Repair of Premises.** At its own expense, Tenant shall at all times keep the Premises and all exterior entrances, plate glass and other windows to the exterior of the Premises, glass and show moldings, partitions, doors, floor surfaces, fixtures, light bulbs, ballasts, other equipment and appurtenances thereof in good order, condition and repair and in a reasonably satisfactory condition of cleanliness, including reasonably periodic interior painting of the Premises. Tenant shall provide janitorial service to the Premises at its sole cost and expense, and engage exterminators to control vermin and pests on a monthly basis. If (a) Tenant does not maintain and repair the Premises as required hereunder to the reasonable satisfaction of Landlord, or (b) Landlord, in the exercise of its absolute discretion, determines that emergency maintenance or repairs are necessary or (c) repairs or replacements to the Premises are made necessary by any act, omission or negligence of Tenant, its employees, subtenants, assignees, concessionaires, contractors, invitees, licensees or visitors, then in any of such events Landlord may make such repairs or complete needed maintenance without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay as Additional Rent Landlord's cost for making such repairs plus ten percent (10%) for overhead, upon presentation of a bill. All bills shall include interest from the date such repairs were billed by the contractor(s) making such

repairs.

**3.2 Maintenance and Repair of Premises and Parking Garage.** Landlord shall maintain and repair the heating, ventilation and air conditioning system, serving the Premises, except as otherwise provided herein. Within a reasonable period after receipt of written notice from Tenant, Landlord shall make necessary structural repairs to the exterior walls, roof, foundations, load-bearing items, plumbing, pipes, and conduits located outside the Premises. Landlord shall not be required to make any repairs made necessary by any act, omission or negligence of Tenant, any concessionaire, their respective employees, agents, invitees, licensees, visitors and contractors.

**3.3 Casualty Damage to Either Premises or Parking Garage.** If at any time during the term of this Lease the Parking Garage is damaged by fire or other casualty, unless caused by a negligent or willful act of Tenant (in which event Tenant shall make the repairs at Tenant's expense), which prevents Tenant from making substantial use of the Premises, Landlord may at Landlord's option either (i) repair such damage in a reasonable manner and time at Landlord's expense, but not Tenant's fixtures, equipment or tenant improvements (which shall be Tenant's sole responsibility), in which event this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this Lease as of the date of the occurrence of such damage, in which event this Lease shall terminate as of that date. In the event Landlord repairs or restores the Parking Garage pursuant to the provisions of this Section 3.3, and any part of the Premises is not usable prior thereto (including loss of use due to loss of access or essential services), the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated, provided (1) the damage was not the result of the negligence or malicious act of Tenant, and (2) such abatement shall only be to the extent the operation and profitability of Tenant's business as operated from the Premises is adversely affected. Except for the abatement of rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration. Landlord and Tenant agree that Landlord shall not be responsible in any way for costs, expenses or losses of Tenant, including, but not limited to, costs of relocation, replacement premises, or uninsured or underinsured loss of or damage to contents, improvements, betterments or equipment. If Landlord shall not complete the restoration and repair within six (6) months after such occurrence, Tenant may at Tenant's option cancel and terminate this Lease by giving Landlord written notice of Tenant's election to do so at any time prior to the commencement or completion, respectively, of such repair or restoration. In such event this Lease shall terminate as of the date of such notice. Tenant agrees to cooperate with Landlord in connection with any such restoration and repair.

## **ARTICLE 4. CONDUCT OF BUSINESS BY TENANT**

**4.1 Permitted Use of Premises.** Tenant may use the Premises for the Permitted Use only, which shall be for conducting a retail florist shop business, doing business under Tenant's trade name of "Lake Eola Florist", in compliance with the City of Orlando Land Development Code. No other uses shall be permitted without the prior written consent of the Landlord. Tenant shall continuously use and occupy the Premises only for the Permitted Use, in keeping with first-class standards of quality, respect, decorum, integrity, finesse, and stability. Tenant shall not use, permit or suffer the use of the Premises for any other purpose. Tenant shall conduct

its business in the Premises solely under Tenant's trade name. Tenant shall warehouse, store, and stock in the Premises only goods, wares, and merchandise that Tenant intends to offer for sale at, in, from, or upon the Premises. Nothing contained in this Lease shall be construed as giving Tenant an express or implied exclusive use in the Parking Garage, as all such provisions are for the benefit of the Landlord in promoting marketing within the Parking Garage. Tenant shall have no right to require that Landlord enforce any exclusive uses within the Parking Garage, should Landlord elect not to do so. Tenant acknowledges however that there may be provisions in other lease agreements within the Parking Garage, which grant exclusive use rights, and the provisions of this Lease and others for space within the Parking Garage concerning the Permitted Uses are in the nature of restrictive covenants running with the land.

**4.2 Conduct of Business.** Beginning within ten (10) days after the Commencement Date and continuing throughout the Lease Term, Tenant shall actively and continuously conduct its business upon one hundred percent (100%) of the Premises for at least a minimum of seven (7) hours per day between 9:00 a.m. and 7:00 p.m., five (5) days each week. Thus the business must be open any seven hours per day between 9:00 a.m. and 7 p.m. on any five (5) days per week, for a minimum of 35 hours per week ("**Minimum Business Hours**"). Tenant shall also post the hours the Premises will be open for business. Interruption of Tenant's business because of any act of war, strike, fire, the elements, governmental action, or other cause beyond the reasonable control of Tenant shall not constitute a default under this article, but no interruption of business shall affect Tenant's responsibility to pay any form of rent due under this Lease. Tenant shall conduct its business in strict conformance with any rules and regulations promulgated by Landlord from time to time ("Rules and Regulations").

#### **4.3 General Use Requirements**

A) Tenant shall procure and maintain all permits, licenses and approvals, and pay all taxes, fees and other charges required for the transaction of its business on the Premises, and otherwise use the Premises in compliance with all applicable laws, rules and regulations of federal, state, county, municipal and all other regulatory authorities.

B) Tenant shall not commit or suffer any waste and will not make any use of the Premises which would constitute a nuisance or which would violate any municipal, county, state or federal statute, ordinance, rule or regulation.

C) Tenant shall not use the Premises for any purpose that will invalidate any policy of insurance, or increase any premium to be paid, now or hereafter written on any improvements located on the Premises or other part of the Parking Garage.

D) Tenant shall keep the Premises and the sidewalks, service ways and loading areas adjacent to the Premises neat, clean and free from rubbish, insects and pests at all times, and shall store all trash and garbage outside the Premises in the receptacles provided by Landlord.

E) All loading and unloading of goods shall be done only at such times and only in such areas and through such entrances as may be designated for such purposes by Landlord. Trailers or trucks shall not be permitted to remain parked overnight in any area of the Parking Garage whether loaded or unloaded.

F) Tenant shall maintain all display windows free of signs and other obstructions, in a neat, attractive condition, displaying only merchandise and other materials promoting the

business authorized as the Intended Use for the Premises. Tenant shall keep all display windows, exterior lights and signs well illuminated during the hours that the store and/or office is to be open for business. In order to maintain an attractive exterior appearance Landlord shall have the right to approve all window coverings and any other items, which are visible from the exterior of the Premises.

G) Tenant shall not conduct within the Premises any fire, auction or bankruptcy sales.

H) Tenant shall not permit any objectionable or unpleasant odor to emanate from the Premises; place or permit any radio, television, loud speaker or amplifier on the roof or outside the Premises or where the same can be seen or heard from outside the Premises; place an antenna, awning or other projection on the exterior of the Premises; solicit business or distribute leaflets or other advertising material in the Parking Garage; take any action which in the exclusive but reasonable judgment of Landlord would constitute a nuisance or would disturb or endanger customers or other tenants or unreasonably interfere with their uses of their respective premises; or do anything which in the exclusive but reasonable judgment of Landlord would tend to injure the reputation of Landlord.

I) Tenant shall use as its advertised business address the address of the Premises. Tenant shall not use the Premises address for any purpose other than as the address of the business to be conducted by Tenant in the Premises, and Tenant shall not acquire any property right in or to any name, which contains the name of the Parking Garage. Any permitted use by Tenant of the name of the Parking Garage during the term of this Lease shall not permit Tenant to use, and Tenant shall not use the name of the Parking Garage after the termination of this Lease at any other location. Tenant's agreement in this regard shall survive termination or expiration of this Lease.

K) Tenant shall comply with all Rules and Regulations as Landlord may establish from time to time applicable to the Premises and Parking Garage. Tenant's failure to keep and observe the Rules and Regulations shall constitute a breach of this Lease in the same manner as if they were contained herein as covenants. Notice of rules, regulations, amendments and supplements thereto, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all of them, provided that the same shall apply uniformly to all tenants of the Parking Garage.

L) The sale of alcoholic beverages on the Premises is prohibited. No use of the Premises shall be offensive to the neighborhood or the Parking Garage by reason of odor, fumes, noise, or traffic. No illegal activity shall be conducted on the Premises. As part of the marketing in accordance with the Intended Use, Tenant may play music within the Premises, but the volume shall be limited so as not to disturb others outside of or on the sidewalks adjacent to the Premises.

M) Tenant covenants that it will not use, generate, store or dispose of hazardous waste materials upon the Premises and agrees to save harmless and indemnify Landlord against all liability, loss and damage resulting from Tenant's breach of this covenant, including but not limited to court costs, attorney fees, fines, forfeitures, cleanup expenses, repairs, loss of use of property, and all similar or dissimilar losses. This indemnity shall continue in full force and effect after termination of this Lease and any renewal term hereof. The term "hazardous waste materials" includes all chemicals, substances, and materials, which are defined to be hazardous or toxic waste or hazardous substances in any federal or state statute, or any local ordinance, or any regulation adopted by any state, federal or local agency.

## **ARTICLE 5. IMPROVEMENTS**

**5.1 Premises Improvements.** Tenant may, at its sole cost and expense, and only after the prior written approval of Landlord, make such improvements, alterations, remodeling, renovations, repairs, or additions (“Tenant Improvements”) to the Premises as necessary for the utilization of the Premises, for the purposes described in Section 4.1 above. Tenant shall submit plans for Tenant Improvements to Landlord for approval. Landlord’s review (and approval or denial) of such plans is based upon its ownership of the Premises and this Lease, and not in its capacity as a governmental or regulatory body. In addition to any of the requirements of the Lease, Tenant shall submit all required documents, drawings, plans, specifications, etc., to, and obtain all required license(s), permit(s), and approval(s), from the appropriate governmental or regulatory authority having jurisdiction thereof, including, but not limited to, the City of Orlando acting in its governmental or regulatory capacity, as necessary for the construction and operation of Tenant’s business authorized as the Intended Use on the Premises. Any Tenant Improvements, which constitute fixtures or whose removal would cause damage to the Premises shall remain a part of the Premises at Lease termination, and become the property of Landlord, at Landlord’s election, with no compensation due to Tenant. Should Landlord agreed to the removal of any fixtures, Tenant shall repair all damage caused by the removal, to Landlord’s satisfaction, in its absolute discretion.

**5.2 Personal Property, Furniture and Equipment.** Tenant may furnish and install, at its sole cost and expense, any personal property, furniture, and equipment reasonably necessary for the operation of Tenant’s business (PPF & E). Tenant shall keep the PPF&E in good condition and repair, normal wear and tear excepted. The PPF & E shall remain the property of Tenant, and at the expiration or earlier termination of the Lease, Tenant shall remove the PPF & E from the Premises and repair any damage to the Premises resulting from such removal. If the PPF & E are not removed by no later than the Termination Date, they shall be considered abandoned and automatically become the property of Landlord, at Landlord’s election.

Tenant agrees that it shall not remove any PPF&E during any time while in default under the terms of this Lease and that such removal shall be a material breach of this Lease. If not in default Tenant may remove PPF&E from time to time during the term of this Lease, provided that such removal will not cause damage to the Premises.

Tenant shall give at least ten (10) business-days notice to Landlord prior to removal of any PPF&E. Tenant’s failure to comply with the notice requirement and subsequent removal of the property, which causes damage to the Premises, shall be a material default in this Lease. Landlord shall have ten (10) business days after receipt of Tenant's notice to advise Tenant if an additional security deposit shall be required. If Landlord does not respond within the stated time no additional security deposit shall be required. If an additional security deposit is required and Tenant fails to pay within ten (10) business days of demand, such property shall not be removed. Upon removal of any PPF & E accompanied by attendant damage, Tenant shall make repairs to Landlord's satisfaction within ten (10) days.

**5.3. Fixtures.** All fixtures and equipment in the nature of fixtures, which cannot be removed without damage to the Premises shall remain on the Premises, as Landlord’s property upon the expiration or termination of the Lease, at Landlord’s election. Should Landlord elected not to keep such items, Tenant shall remove them and repair all damage done in the removal process at Tenant’s sole cost and expense.



**5.4 Ceiling and Ceiling Beams.** No nails, bolts, or drilling in the ceiling or any ceiling beams is permitted.

**5.5 Signs, Store Fronts.** Tenant shall not, without Landlord's prior written consent: (a) make any changes to or paint the store front; (b) install new or change out any exterior lighting, decorations or paintings; or (c) erect or install any signs, window or door lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the Premises except upon prior written consent of Landlord, which may be withheld for any reason in its absolute discretion. All signage is subject to the sign regulations of Landlord, the Downtown Development Board and the Appearance Review Officer of the City of Orlando. Prior to the installation of any signs, Tenant shall deliver to Landlord for its review and written consent a sketch of Tenant's proposed sign rendering drawn to scale. Since the Parking Garage is public property owned by Landlord, political campaign signs are prohibited on the Premises pursuant to Section 64.252, Orlando City Code. All signs shall be kept in good condition and in proper operating order at all times.

**5.6 Outdoor Sidewalk Displays.** In conformance with this Lease, Tenant may maintain during the Minimum Business Hours, weather permitting, an outdoor display of items for sale within the sidewalk fronting the Premises; provided that the Premises and sidewalk at all times also remain in compliance with the accessibility requirements of the Americans With Disabilities Act (ADA), and all applicable provisions of the Orlando City Code.

## **ARTICLE 6. INSURANCE AND INDEMNITY**

**6.1 Commercial General Liability Insurance.** Tenant agrees to maintain in full force and effect from the date upon which Tenant first enters the Premises for any reason and throughout the term of this Lease, and thereafter so long as Tenant occupies any part of the Premises, commercial general liability insurance providing coverage for bodily injury (or death) and property damage with an insurer approved by Landlord naming as additional insureds Landlord, its commissioners, officers, officials, agents, employees, successors and assigns with the broadest form of such coverage from time to time available in the area in which the Premises are located, for including but not limited to all matters arising out of the ownership, use, occupancy or maintenance of the Premises. The policy shall be non-cancelable and non-amendable with respect to Landlord and Landlord's said designees without thirty (30) days prior written notice to Landlord. A duplicate original policy or certificate of insurance evidencing the required coverage shall be delivered to Landlord at least ten (10) days prior to the time Tenant first enters the Premises for any reason, along with evidence of premium payment. Tenant shall also furnish Landlord evidence of renewals of each such policy no less than thirty (30) days prior to the expiration of the applicable policy. The minimum single limit coverage for bodily injury (or death) and property damage shall be One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000) with a minimum coverage amount of \$500,000 for property damage including but not limited to that caused by fire. Failure to provide evidence of the required coverage within one (1) day after demand shall be a material breach of this Lease.

**6.2 Other Insurance.** Tenant will keep the contents, improvements, and betterments, including all equipment installed by Tenant, insured against damage by fire, lightning, and other casualty loss by a policy or policies issued by a company authorized to do business in the State of Florida, and otherwise acceptable to Landlord, with the premium to be paid by Tenant and benefits

to accrue to Tenant. Such insurance must be maintained in an amount sufficient to prevent any party from being a co-insured on any part of the risk, but the amount must not be less than the full replacement value. Such policy or policies shall name as additional insureds Landlord, its commissioners, officers, officials, agents, employees, successors and assigns, and be non-cancelable and non-amendable unless thirty (30) days prior written notice is given to Landlord. A duplicate original of the policy or a certificate of insurance shall be delivered to Landlord at least ten (10) days prior to the time Tenant first enters the Premises for any reason, along with evidence of premium payment. Tenant shall also furnish Landlord evidence of renewals of the policy no less than thirty (30) days prior to the expiration thereof.

**6.3 Indemnification.** Tenant shall indemnify Landlord, its elected and appointed officials, officers, agents, employees and hold them harmless from any suits, actions, damages, liability, and expenses in connection with loss of life, bodily or personal injury, property damage or otherwise arising from or out of any occurrence in, on, at, or from the Premises, or the occupancy or use by Tenant of the Premises, Parking Garage, sidewalks adjacent thereto or any part thereof or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees, concessionaires and any other person or entity for whose acts Tenant may be responsible. This indemnity and hold harmless agreement shall include indemnity resulting from Landlord's costs, expenses, and liabilities, including attorney's fees incurred by Landlord, its commissioners, officials, officers, agents, employees in connection with any claim, action, trial, appellate, bankruptcy court or probate proceedings related thereto. If any such action or proceeding is instituted against Landlord, its elected or appointed officials, officers, agents, employees, Tenant, upon written notice from Landlord, shall defend such action or proceeding by counsel approved in writing by Landlord, such approval not to be unreasonably withheld or delayed.

**6.4 Tenant's Risk.** To the maximum extent this agreement may be made effective according to law, Tenant agrees to use and occupy the Premises at Tenant's own risk, and Landlord shall have no responsibility or liability for any loss or damage to fixtures or other personal property of Tenant, or for any loss or damage resulting to Tenant or those claiming by, through, or under Tenant, for any reason including but not limited to breaking, bursting, stopping, or leaking of water, gas, sewer, or steam pipes. The terms of this Section 6.4 shall be applicable regarding all matters, transactions and things occurring from and after the execution of this Lease and until the end of the term of this Lease, and during such further period as Tenant may use or be in occupancy of any part of the Premises.

**6.5 Injury Caused By Third Parties.** To the maximum extent this agreement may be made effective according to law, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through, or under Tenant, for any loss or damage that may be occasioned by or through the actions or omissions of persons using, occupying, or visiting the Premises.

**6.6 Waiver of Subrogation.** Landlord and Tenant shall have no liability to one another, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage to their respective properties, the Premises or the contents thereof or the Parking Garage, regardless of whether such loss or damage is caused by the negligence of Landlord or Tenant, arising out of any of the perils or casualties insured against by the property insurance policies carried, or required to be carried, by the parties pursuant to this Lease. The insurance policies obtained by Landlord and Tenant pursuant to this Lease shall permit waivers of subrogation, which the insurer may otherwise have against the non-insuring party. In the event the policy or policies do not allow waiver of

subrogation prior to loss, either Landlord or Tenant shall, at the request of the other party, deliver to the requesting party a waiver of subrogation endorsement in such form and content as may reasonably be required by the requesting party or its insurer. For purposes of interpreting this subrogation provision, the terms "Landlord" and "Tenant" shall include their commissioners, officials, officers, agents, employees, contractors, subtenants, servants, licensees, concessionaires and invitees, any of who may be responsible for any loss.

## **ARTICLE 7. DEFAULT**

**7.1 Tenant Events of Default.** The occurrence of one or more by Tenant of the following shall constitute a Tenant event of default ("Tenant Event of Default") under this Lease:

- A. Failure to pay Monthly Rent within ten (10) days of its due date, without notice from Landlord;
- B. Failure to make any other payment required of Tenant hereunder, within ten (10) days after written notice that it is due;
- C. Failure to perform any other covenant contained herein on its part to be observed, for ten (10) days after receipt of written notice from Landlord to Tenant of such breach; provided, however, that if the nature of Tenant's noncompliance is such that more than ten (10) days are reasonably required for its cure, Tenant shall not be deemed to be in default if Tenant commenced such cure within said ten (10) day period and thereafter diligently pursues such cure to completion;
- D. Failure to conduct business during the Minimum Business Hours;
- E. Intentional violation of any provision of this Lease after written notice to desist from such actions; or
- F. Being made (i) a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of petition filed against Tenant, the same is dismissed within sixty (60) days, (ii) having a trustee or receiver appointed to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iii) suffering an attachment, execution or other judicial seizure of substantially all of its assets located at the Premises or of its interest in this Lease, where such seizure is not discharged within thirty (30) days; or
- G. Vacation or abandonment of the Premises including any failure to occupy the Premises for a continuous period of ten (10) days or more, whether or not the rent is paid.

**7.2 Landlord Default Remedies.** In the event Tenant fails to cure a Tenant Event of Default within any applicable time period, without further notice Landlord may elect to take any of the following actions:

- A. Terminate this Lease and enter into the Premises, or any part thereof, upon process of law, and expel Tenant, or any person occupying the same in or upon the Premises and repossess and enjoy the Premises;
- B. Enter into possession of the Premises as agent of Tenant and relet the Premises without any obligation to do so, applying any rent received from new tenants on the balance due under this Lease, and in such event, Tenant shall be responsible for no more than the balance then due, should a balance

- exist;
- C. Declare the entire balance of the rent due and payable forthwith and maintain a distress proceeding, chattel lien foreclosure proceeding, or other proceeding for the recovery of the rent due and have in aid thereof, with or without notice, the appointment of a receiver, issuance of a writ of injunction, or such other remedies as may be necessary to secure the relief sought; and
  - D. Exercise in addition to the foregoing any and all other rights and remedies according to the laws of the State of Florida

**7.3 Landlord Events of Default.** The occurrence of any of the events stated in this section shall be a Landlord event of default ("Landlord Event of Default") hereunder and shall constitute a breach of this Lease if not remedied within the cure period so provided. A Landlord Event of Default occurs whenever Landlord shall do, or permit anything to be done, whether by action or inaction, contrary to any material covenant or agreement on the part of Landlord herein contained or contrary to any of Landlord's material obligations under this Lease, or shall fail in the keeping or performance of any of Landlord's material obligations under this Lease, which Landlord fails to remedy within thirty (30) days after Tenant has given Landlord written notice specifying the same.

**7.4 Remedies of Tenant.** Upon the occurrence of a Landlord Event of Default, which is not cured within any applicable cure period, Tenant's remedies shall be limited to the following:

- A. Tenant may give to Landlord a notice of Tenant's intent to end the term of the Lease on a day not less than thirty (30) days after Landlord's receipt of such notice, and this Lease and the term and estate hereby granted shall expire and terminate upon that date as fully and completely and with the same force and effect as if the day so specified were the Expiration Date, and all rights of the parties under this Lease shall expire and terminate; or
- B. Institute proceedings for injunctive relief and/or specific performance as necessary to enforce the terms and conditions of this Lease.

All actions for damages or other types of relief not otherwise specifically allowed hereunder are waived and shall be unavailable under this Lease.

## **ARTICLE 8. TERMINATION FOR CONVENIENCE**

This Lease may be terminated by either party, at its convenience and in its absolute discretion, upon thirty (30) calendar-days prior written notice to the other.

## **ARTICLE 9. EMINENT DOMAIN**

**9.1 Rights of Termination for Taking.** If the Premises, or such portion thereof as may render the balance (if reconstructed to the maximum extent practicable under the circumstances) unsuitable for Tenant's purposes, shall be taken by condemnation or right of eminent domain, or by purchase in lieu thereof, either Landlord or Tenant shall have the right to terminate this Lease by notice to the other of its desire to do so. Further, if so much of the Parking Garage shall be taken such that continued operation of the Parking Garage would not be economically feasible in Landlord's reasonable judgment, Landlord shall have the right to

terminate this Lease by giving notice to Tenant.

**9.2 Payment of Award.** Landlord shall have and hereby reserves, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Parking Garage site, the Premises, the building in which the Premises are located, and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking, damage, or destruction.

**9.3 Abatement of Rent.** In the event of any taking of the Premises, the Monthly Rent, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated, as appropriate and equitable under the circumstances. No other compensation shall be due for any damages suffered.

## **ARTICLE 10. GENERAL PROVISIONS**

**10.1 Assignment and Subletting.** Tenant, Tenant's legal representatives or successors in interest by operation of law or otherwise may not effectuate a Transfer of this Lease, without Landlord's written consent, which may be withheld in Landlord's absolute discretion. For purposes of this Lease, "Transfer" shall mean any of the following: (a) an assignment or sublease of this Lease; (b) any transfer of control of Tenant, which shall be defined as any issuance or transfer of stock in any corporate tenant or subtenant or any interest in any non-corporate entity tenant or subtenant, by sale, exchange, merger, consolidation, option agreement, operation of law, or otherwise, or creation of new stock or interests, by which an aggregate of forty percent (40%) or more of Tenant's stock or equity interests shall be vested in one or more parties who are not stockholders or interest holders as of the Lease Commencement Date, or any transfer of the power to direct the operations of any entity (by equity ownership, contract, or otherwise), to one or more parties who are not stockholders or interest holders as of the Lease Commencement Date, however accomplished, and whether in a single transaction or in a series of related or unrelated transactions. Consent by Landlord to a Transfer shall not relieve Tenant from the obligation to obtain Landlord's consent to any further Transfer. Further, in no event shall any permitted transferee Transfer its interest without Landlord's written consent. The joint and several liability of Tenant and any successor in interest of Tenant (by assignment or otherwise) under this Lease shall not in any way be affected by any agreement that modifies any of the rights or obligations of the parties under this Lease or any waiver of, or failure to enforce, any obligation under this Lease. If Tenant requests Landlord to consent to any Transfer, Tenant shall pay to Landlord, simultaneously with such request (which request must be in writing and provide complete information detailing the proposed transferee and the terms of the proposed Transfer), an administrative fee of Five Hundred and No/100 Dollars (\$500.00) and will reimburse Landlord for all of Landlord's reasonable attorneys' fees and costs associated with Landlord's consideration of such transfer. On the Lease Commencement Date, Tenant has certified in writing to Landlord the names of all owners of stock and other interests in Tenant in addition to the percentage each such persons hold, and all others who may have a right to elect or otherwise control the officers and directors of Tenant. At any time and from time to time during the term and any renewal thereof, Tenant shall within ten (10) days of written demand from Landlord provide similar certifications. **Any Transfer by Tenant in violation of this Section shall be void.**

**10.2 Tenant Business Plan.** The parties acknowledge one of the purposes of this leasing arrangement is to foster the growth of small businesses within the community; therefore, Tenant will actively seek technical assistance from an economic development organization or

company, approved by the Business Development Division Manager of the City of Orlando on an as-needed basis, as determined by Landlord in its reasonable discretion, to address Tenant's business strategy and marketing needs. Tenant has submitted its business plan to Landlord and will provide Landlord updates thereto at such times as Landlord so requests. Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this Lease.

**10.3 Landlord's Entitlement to Review Tenant's Business Books and Records.**

Tenant shall maintain complete books, records, and accounts of its gross sales, both for cash and on credit, and expenses for the business conducted on the Premises. Landlord and its agents and employees, upon reasonable notice, shall have the right at any and all times, during Tenant's Minimum Business Hours, to examine and inspect all of Tenant's books and records, including sales tax reports and returns, pertaining to Tenant's business conducted in, upon or from the Premises, which Tenant shall produce upon demand by Landlord or Landlord's agents. Failure to maintain adequate books and records and provide them to Landlord as required herein shall be a material breach of this Lease.

**10.4 Merchant Association Membership.** Tenant is encouraged to become an active voting member of the Downtown Orlando Partnership ("Association"), and maintain its active membership status throughout the term this Lease is in effect. If Tenant becomes a member, Tenant agrees to regularly participate in the Association, including but not necessarily limited to at least two (2) events per year. The participation requirements for each event shall be satisfied by either making monetary donations or else providing four (4) volunteer hours in each event. Should the Association cease to exist, Tenant shall consult with the Downtown Development Board regarding Merchant Association Membership.

**10.5 Notice.** Any notice required or permitted to be given under this Lease shall be in writing and delivered by hand, by nationally recognized overnight air courier service (such as Federal Express) or by United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective Party at the Party's notice address. A notice shall be deemed to have been delivered and received on the earlier of the date actually received (by whatever means sent, including means not authorized by this article) or on the date of transmittal by telecopier, or the first (1st) business day after having been delivered to a nationally recognized overnight air courier service for "next business day" delivery, or on the third (3rd) business day after having been deposited with the United States Postal Service registered or certified mail, return receipt requested. If any communication is returned to the addressor because it is refused, unclaimed, or the addressee has moved, or is otherwise not delivered or deliverable through no fault of the addressor, effective notice shall still be deemed to have been given. Addresses for delivery of notice shall be as follows:

Tenant: Belkis Rodriguez  
Lake Eola Florist, LLC  
10411 Belfry Circle  
Orlando, Florida 32832  
Phone No. 407-425-0909  
Cell Phone No. 407-285-4212  
Email: lakeeolaflorist@gmail.com

Landlord: Real Estate Manager

City of Orlando  
400 South Orange Avenue  
Orlando, Florida 32801  
Phone No. 407-246-2653  
Email laurie.botts@cityoforlando.net

and  
Parking Division Manager  
City of Orlando  
53 West Central Boulevard  
Orlando, Florida 32801

**10.6 Section Titles, Interpretation.** The titles to the sections contained in this Lease are for convenience and reference only. Any gender used herein shall be deemed to refer to all genders. Use of the singular herein shall be deemed to include the plural, and the plural shall be deemed to include the singular.

**10.7 Surrender of Premises.** Upon the termination of this Lease, Tenant shall return all keys and surrender possession the Leased Premises in neat and clean condition and in good order, condition and repair.

**10.8 Holding Over.** Any holding over by Tenant after the expiration of the term of this Lease shall be treated as a tenancy at sufferance at double the rent and other charges specified herein, prorated on a daily basis, and shall otherwise be on the terms and conditions set forth in this Lease, so far as applicable.

**10.9 Construction Liens.** The estate or interest of Landlord in and to the Premises, and the Parking Garage shall not be subject to construction liens of persons or entities not in privity with Landlord. Tenant further agrees immediately to discharge (either by payment or by filing the necessary bond or otherwise) any construction liens against the Premises, the Parking Garage or Landlord's interest therein purporting to be for labor, services, or materials furnished to Tenant in, on or about the Premises or the Parking Garage. A duly executed instrument by which such construction lien is satisfied, released from the Premises or the Parking Garage or transferred to bond shall be recorded within ten (10) days after such construction lien is filed or recorded.

**10.10 Self-Help.** Landlord has the right to pay such sums or to do any act which may be necessary or appropriate by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease, and Tenant agrees to pay Landlord upon demand all such sums, and if Tenant defaults Landlord has the same rights and remedies as for the failure of Tenant to pay Monthly Rent.

**10.11 Recording.** Tenant agrees not to record this Lease or any memorandum thereof in the Public Records of Orange County, Florida.

**10.12 Binding Effect.** Except as otherwise expressly provided, the terms hereof shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns, respectively, of Landlord and Tenant. This reference to successors and assigns of Tenant is not intended to constitute Landlord's consent to assignment by Tenant, but has reference only

to those instances in which Landlord may give consent to a particular assignment.

**10.13 Attorneys' Fees.** If any actions are taken or proceedings brought to enforce this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs for all prelitigation, trial, appellate, bankruptcy and probate proceedings.

**10.14 Entire Agreement.** This Lease constitutes the entire agreement between the parties relating to the matters set forth herein, and shall supersede all prior written or oral agreements or understandings that may have been had between the parties.

**10.15 Severability.** If any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**10.16 Waiver.** Failure on the part of Landlord or Tenant to complain of any act or failure to act on the part of the other shall never be a waiver of any respective rights hereunder; however, the foregoing shall not apply to provisions of this Lease, where a right of Tenant is dependent upon notice to be given within a specified period. Further, no waiver at any time of any of the provisions hereof by Landlord or Tenant shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

**10.17 Status Report.** Recognizing that both parties may find it necessary to establish to third parties the current status of performance hereunder, either party, on the request of the other, will promptly furnish a statement on the status of any matter pertaining to this Lease.

**10.18 Landlord's Lien.** In addition to any rights that may be given Landlord by Florida law, Tenant hereby grants to Landlord a security interest in and a lien upon any and all furniture, fixtures, equipment, goods and other personal property of any kind in which Tenant has an interest that is now or hereafter located on the Premises, as security for the payment of all rents and other sums to be paid by Tenant to Landlord hereunder, and for the purpose of securing the performance of Tenant's duties and obligations in accordance with the terms of this Lease.

**10.19 Transfer of Landlord's Interest.** In the event of any transfer of Landlord's interest in the Premises or in the real property of which the Premises are a part, Landlord shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer.

**10.20 No Brokerage Commission.** Tenant represents and warrants that it has had no dealings with any broker or leasing agent in connection with the negotiation or execution of this Lease other than Landlord's broker, who is not seeking a commission for this transaction. In the



event any broker or leasing agent other than Landlord's broker, if any, shall make a claim for a commission or fee in connection with the negotiation or execution of this Lease, Tenant shall be responsible for the payment thereof, and Tenant agrees to hold Landlord harmless from and indemnify Landlord against any such claim or liability.

**10.21 Landlord's Exculpation.** Anything to the contrary contained in this Lease notwithstanding, Landlord's elected and appointed officials, officers, agents, employees, representatives, successors and assigns, shall have absolutely no corporate or personal liability with respect to the performance of any of the terms, covenants, conditions and provisions of this Lease. Such exculpation of liability shall be absolute and without exception whatsoever.

**10.22 Discrimination Not Permitted.** Landlord and Tenant for themselves, their successors and assigns covenant and agree that no person shall be excluded from participation in, denied benefits of, or otherwise subjected to unlawful discrimination in the use of the Premises, the construction of any improvements thereon or the furnishing of services therein.

**10.23 Non-Military Certification.** Tenant hereby certifies, warrants and represents to Landlord that Tenant, if an individual, is not on active duty in the armed forces of the United States.

**10.24 Relationship of the Parties.** The relationship between the parties hereto is solely that of landlord and tenant and nothing contained herein shall constitute or be construed as establishing any other relationship between the parties, including, without limitation, the relationship of principal and agent, employer and employee or parties engaged in a partnership or joint venture. Without limiting the foregoing, it is specifically understood that neither party is the agent of the other and neither is in any way empowered to bind the other to use the name of the other in connection with the construction, maintenance or operation of the Premises, except as otherwise specifically provided herein. Nothing herein shall constitute a waiver of Landlord's sovereign immunity.

**10.25 Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

**10.26 Sovereign Immunity.** Notwithstanding anything in this Lease to the contrary, under no circumstances shall Landlord be liable to Tenant (or any person or entity claiming under or through Tenant) under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set for tort liability in Section 768.28 of the Florida Statutes which limits are hereby made applicable to all manner of claims against the City related to this Lease and are not confined to tort liability.

**SIGNATURES PAGES FOLLOW**

**IN WITNESS WHEREOF,** the parties hereto have executed this Library Parking Garage

Lease Agreement for the purpose herein expressed, the day and year first above written.

**LANDLORD: CITY OF ORLANDO**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Mayor/ Mayor Pro Tem

Attest:

By: \_\_\_\_\_  
Alana C. Brenner, City Clerk

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the City of Orlando,  
Florida, only.

\_\_\_\_\_ 2014.

\_\_\_\_\_  
Assistant City Attorney  
Orlando, Florida

**TENANT: Lake Eola Florist, LLC., a  
Florida limited liability**

By: \_\_\_\_\_  
Belkis Rodriguez, Manager

Dated: \_\_\_\_\_, 2014

Witnesses:

Sign: \_\_\_\_\_

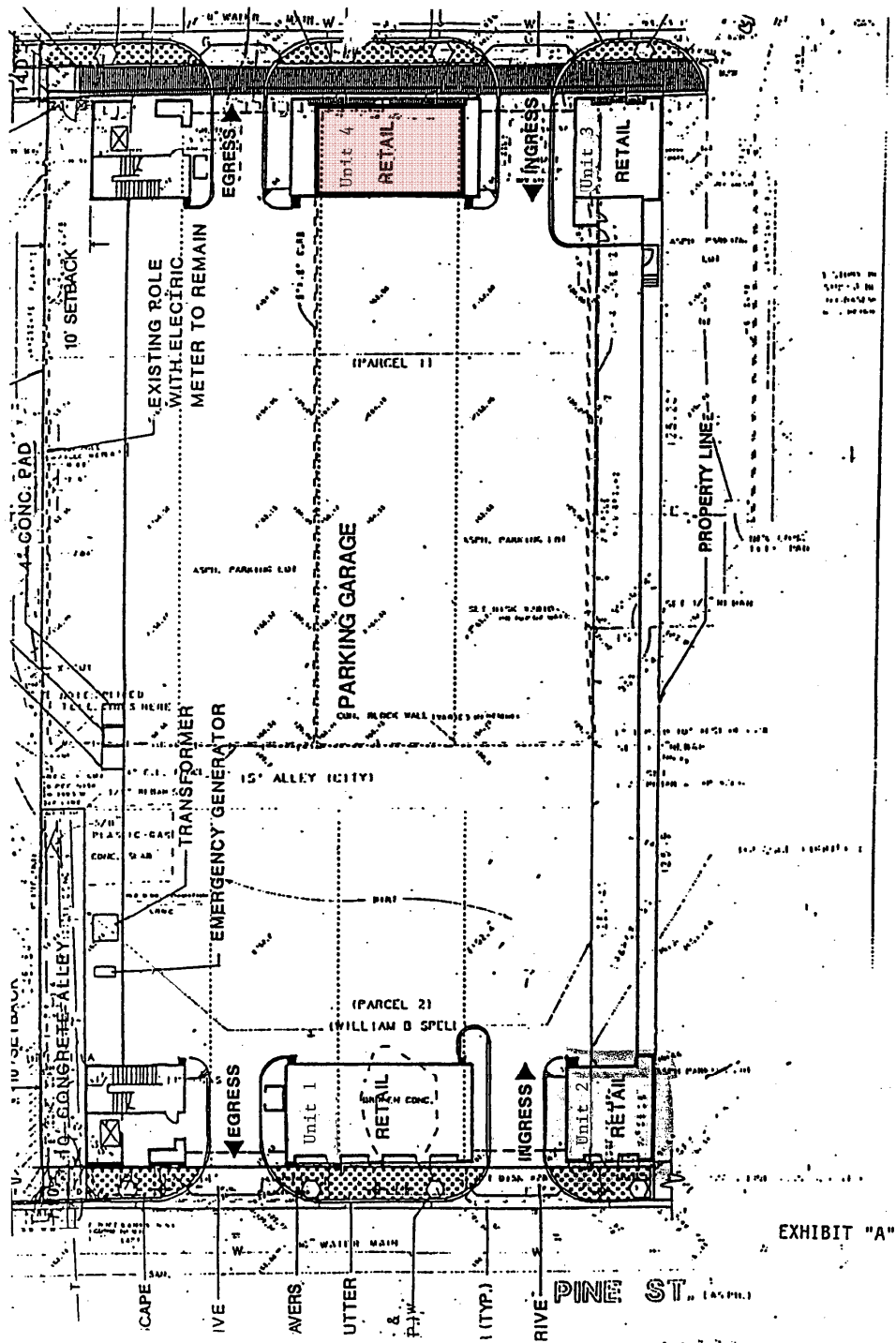
Print Name: \_\_\_\_\_

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

# Exhibit "A"

(Diagram of Parking Garage Showing Location of Premises)



## LEASE GUARANTY

In consideration for Landlord's leasing the Premises to Tenant, the undersigned Guarantors (sometimes here collectively referred to as "Guarantor") guarantee the performance of Tenant(s) under the lease described herein ("Lease") on the following terms and conditions:

1. Description of Lease Guaranteed. Guarantor hereby guaranties the following described lease ("Lease"):

Landlord(s): City of Orlando.

Tenant(s): Lake Eola Florist, LLC, a Florida limited liability company.

Property: 116 E Central Blvd, Orlando, FL 32801.

Commencement Date: July 14, 2014

Initial Expiration Date: June 30, 2016

Monthly Rent: \$1,268.37, plus other amounts due under the Lease.

2. Guaranty of Guaranteed Obligations. Guarantor hereby unconditionally and irrevocably guarantees to Landlord:

(a) full and punctual payment by Tenant of all rent for the original and all extended terms of the Lease, as may be provided for under the Lease and by any successor tenant permitted under the Lease; and

(b) payment by Tenant of all other obligations coming due under the Lease for the initial and all extended terms of the Lease, including but not limited to taxes, insurance, utilities, license fees and any other costs incurred for the Premises. The obligations of Tenant described in paragraph (a), above, and this paragraph (b) are herein referred to as the "Guaranteed Obligations".

3. Scope and Extent of Guaranty. Guarantor shall be primarily liable, jointly and severally, with Tenant and any other guarantor of Tenant's obligations in respect to the payment of the Guaranteed Obligations. Guarantor's agreement to guarantee the Guaranteed Obligations is expressly subject to the right of Guarantor to assert any defenses (whether substantive or procedural), set offs and counterclaims that Tenant could itself assert against Landlord under the Lease with the same force and effect as if Guarantor had executed the Lease directly, which right is hereby reserved by Guarantor (except as expressly set forth to the contrary in **Section 5** below). Guarantor hereby waives all notices of protest, dishonor, and notices of acceptance of this Guaranty, and waives all notices of existence, creation, or incurring of new or additional obligations from Tenant to Landlord under the Lease. Guarantor acknowledges that, under the terms of the Lease, Landlord may terminate the Lease or Tenant's right of possession thereunder as a result of a Tenant "Event of Default" under the Lease and, upon any such termination. Guarantor agrees that this Guaranty is intended to continue in full force and effect following the termination of the Lease or the termination of Tenant's right of possession thereunder as a result of a Tenant "Event of Default" under the Lease, and that Guarantor shall (except as may be otherwise agreed in writing by Landlord) continue to guarantee the Guaranteed Obligations as contemplated hereunder if any other third party becomes "Tenant" under the Lease, as a result of an Event of Default under the Lease by Tenant. In any such event, Guarantor shall execute any such documentation ratifying or confirming Guarantor's obligations hereunder, including a new guaranty in the same form as this Guaranty, as Landlord may reasonably require.

4. Period of Guaranty. Subject to the following sentence, the obligations of Guarantor as to the Guaranteed Obligations shall continue in full force and effect against Guarantor in accordance with the terms hereof for all matters, transactions and things occurring prior to the expiration of the Term (as defined in the Lease) of the Lease, whereupon Guarantor shall have no liability for any matters, transactions or things occurring thereafter, except for any costs and expenses incurred in enforcing the Lease Guaranty. This Guaranty covers any and all of the Guaranteed Obligations, whether presently outstanding or arising subsequent to the date hereof. This Guaranty is irrevocably binding upon and enforceable against Guarantor and the successors of Guarantor in accordance with the terms hereof, and shall inure to the benefit of Landlord under the Lease, and its successors and assigns.

5. Primary Liability of Guarantor. This is a primary and continuing guaranty of payment of the Guaranteed Obligations, independent of Tenant's obligations under the Lease. Guarantor waives any right or claim to require Landlord (a) to proceed against any person or entity (including Tenant or its successors) to look for payment of the Guaranteed Obligations, or join any such person or entity in any suit under this Guaranty (provided, however, that Landlord agrees that Guarantor shall be an initial party-defendant in any legal proceeding asserted by Landlord against Tenant that may result in any liability of Guarantor under this Guaranty, but Landlord may enforce the provisions of this Guaranty and assert claims against Guarantor hereunder without first pursuing any right or remedy against Tenant), (b) to proceed against or exhaust any security given to secure Tenant's obligations under the Lease, or (c) to pursue or exhaust any other remedy within Landlord's power. Guarantor agrees not to assert any claim that Guarantor may have against Landlord by virtue of Landlord's failure to exercise any rights against Tenant. Guarantor waives any right or claim to force Landlord to proceed first against Tenant and agrees that no delay or refusal of Landlord to exercise any right or privilege Landlord has or may have against Tenant shall operate to impair the liability of Guarantor hereunder. Guarantor agrees that neither bankruptcy, insolvency, other disability, cessation of existence or dissolution of Tenant shall in any manner impair, affect, or release the liability of Guarantor hereunder, and Guarantor shall be and remain fully liable hereunder in accordance with the terms hereof. Guarantor understands and acknowledges that, by virtue of this Guaranty, Guarantor has specifically assumed any and all risks of a bankruptcy or reorganization case or proceeding with respect to Tenant or its successors. Guarantor hereby acknowledges and agrees that the Guaranteed Obligations shall not be reduced by the amount of any funds which Landlord is required to return to Tenant (or the legal estates thereof) pursuant to a bankruptcy or reorganization case or proceeding with respect to Tenant. Guarantor waives any right to participate in any security now or hereafter held by Landlord. Landlord may, without notice or demand and without affecting Guarantor's liability hereunder, from time to time, compromise, extend or otherwise modify any or all of the terms of the Lease. Guarantor further waives all defenses afforded guarantors based on suretyship or impairment of collateral under applicable law, other than payment and performance in full of the Guaranteed Obligations. Until all of Tenant's obligations to Landlord with respect to the Guaranteed Obligations have been discharged in full, any and all rights of subrogation which Guarantor may have or be entitled to against Tenant shall be and are hereby subordinated to the rights of Landlord against Tenant with respect thereto.

6. Place of Performance. All payments to be made hereunder shall be payable in Orlando, Florida.

7. Applicable Law. This Guaranty shall be governed by and construed in accordance with the laws of the United States of America and the State of Florida, and is intended to be performed in accordance with and as permitted by such laws. Wherever possible each provision of this Guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Guaranty or application thereof shall be prohibited by or be invalid under such law, such provision or application (as the case may be) shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or other applications or the remaining provisions of this Guaranty.

8. No Third Party Beneficiaries. There shall be no third party beneficiaries of this Guaranty.

9. Notices. Any notices given to Guarantor or Landlord hereunder shall be given in the manner set forth in **Section 11.4** of the Lease, but to the respective addresses set forth beneath the parties' signatures below or at such other addresses as the parties may hereafter designate in writing from time to time.

10. Multiple Counterparts. This Guaranty may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

11. Modifications. This Guaranty may not be modified except by a writing signed by the parties hereto.

**Guarantors hereby acknowledge receipt of a copy of the above-referenced lease and acknowledge that they fully understand all terms and provisions thereof, as well as this guaranty.**

\_\_\_\_\_, 2014  
Belkis Rodriguez Date

Address: 10411 Belfry Circle, Orlando, FL 32832