

HEBNI NUTRITION CONSULTANTS LICENSE AGREEMENT WITH CITY OF ORLANDO

This License Agreement is made and entered into this ____ day of May, 2015, by and between the **City of Orlando**, a municipal corporation organized and existing under the laws of the State of Florida ("City"), and **Hebni Nutrition Consultants, Inc.**, a Florida corporation not for profit ("Licensee").

RECITALS

A. For the purposes set forth herein, Licensee desires to obtain a license to use certain real property owned by City, located adjacent to City Hall in downtown Orlando, in the parking/driveway access area behind the CNL Building, as more specifically depicted in the sketch attached as **Exhibit "A"** and by reference made a part hereof (the "Location");

B. City will license to Licensee the use of the Location for the time period and under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, City and Licensee agree as follows:

ARTICLE 1. GRANT AND TERM

1.1 Recitals. The foregoing recitals are true and correct and are incorporated into and made a part of the License, the same as if fully set forth herein.

1.2 License Location. City hereby grants to Licensee a license to use and occupy the Location, during the limited time periods, in the manner and for the purposes set forth in this Agreement. The Location is anywhere between the media parking signs in the approximate area depicted and outlined on **Exhibit "A"**. The Location shall be used to park Licensee's "bus", which is approximately forty (40) feet long ("Bus"). The Bus shall be parked on the driveway immediately next to, but not on the lawn so as to minimize any obstruction to the flow of traffic through the parking area. The Location shall not be used for placement of any tables, chairs or other items outside of the Bus. The Bus may remain on the Location only during Business Hours as defined herein. Pursuant to this License, City hereby grants Licensee the right to use the Location during Business Hours as stated herein during the term of the License, in accordance with and upon the covenants, agreements, promises and conditions stipulated and agreed upon between the parties as set out in this License. Licensee may not park any other vehicles or place any of its property in, on or adjacent to the Location. Licensee may use the Location solely to engage in the Intended Use.

Licensee acknowledges that there may be times when part of the Location is being used by members of the press for parking while conducting business within City Hall. Licensee shall use its best efforts to coordinate joint use of the Location so as to allow both the press and Licensee to use the area for its authorized purposes. Should a dispute arise concerning joint use of the Location,

Licensee shall coordinate use of the Location through the office of City's Real Estate Division Manager, whose decisions shall be final.

1.3 Term of License. The parties agree that the term of this License shall commence on June 1, 2015 (Commencement Date), and end on May 31, 2016 (Expiration Date), unless extended or terminated as provided herein ("Term").

1.4. Renewal of License. So long as Licensee has abided by all terms and conditions of this License during the initial Term, the License may be extended for one (1) year on terms agreeable to the parties in the sole and absolute discretion of each party.

ARTICLE 2. RENT, TAXES, UTILITIES & SECURITY DEPOSIT

2.1 Rent. Beginning on the Commencement Date and continuing throughout the term of this License, Licensee shall pay to City, without prior demand and without any deduction or set-off, a combination of Rent plus applicable Florida state sales tax. On the Commencement Date Licensee shall pay to City as rent for the Term the sum of One and No/100 Dollars (\$1.00) (Rent).

2.2 Florida State Sales Tax. Licensee shall also 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 License that may be classified as rent by such taxing authorities. Licensee shall pay such taxes to City at the same time rent payments or other payments classified as rent are made by Licensee to City. The current State of Florida Sales Tax in Orange County, Florida is 6.5%.

2.3 Method of Payment. All rental payments shall be paid in check, cash, cashier's check, or money order to City of Orlando and mailed or hand-delivered to the Real Estate Division Manager, City of Orlando, 7th Floor, City Hall, 400 South Orange Avenue, Orlando, Florida 32801, or such other place as directed from time to time.

2.4 Additional Rent. Unless otherwise expressly provided, all monetary obligations of Licensee to City under this License, of any type or nature, other than 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 Rent.

2.5 Utilities. Since the Bus is a self-contained unit, Licensee will not utilize any utilities from the Location. City shall not be responsible or liable in any way for providing any utility services.

2.6 Security Deposit. No security deposit ("Security Deposit") shall be required from Licensee at this time. Should Licensee default in the performance of its obligations set forth in this License, City shall have the right to require Licensee to post a Security Deposit in an amount set by the City. If a Security Deposit should ever be required, it shall be held by City as security for the performance of all obligations of Licensee under this License. While City holds the Security Deposit, City 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 City's other funds. City shall have thirty (30) days after such time when it should be paid, to return the Security Deposit or notify

Licensee of City's intention to impose a claim against the Security Deposit for damages, unpaid rent or other amounts due under the License. However, if the determination of any amount to be paid by Licensee to City is not available at the expiration or earlier termination of the License, City may retain such portion of the Security Deposit as City believes in the exercise of City's good faith judgment is an appropriate reserve against future liability of Licensee and return only the balance of such deposit pending the final determination and payment of all such amounts owed by Licensee to City.

ARTICLE 3. CONDUCT OF BUSINESS BY LICENSEE

3.1 Intended Use of Location. The Intended Use to be made of the Location shall be solely to market and sell to the general public for human consumption, produce, vegetables, fruits and related items at the times and in accordance with the conditions set forth herein. No alcohol or tobacco products shall be sold at the Location. No other uses shall be permitted without the prior written consent of City. Licensee shall use the Location for the Intended Use, in keeping with first-class standards of quality, respect, decorum, integrity, and stability. Licensee shall not use, permit or suffer the use of the Location for any other purpose. Nothing contained in this License shall be construed as giving Licensee an express or implied exclusive use within any of the buildings adjacent to the Location. Licensee shall not prepare, cook or bake any foods or sell any prepared foods for consumption, such as sandwiches, hamburgers, hot dogs or snacks, drinks, cookies, pastries, candies or similar products for human consumption.

3.2 Conduct of Business. Beginning on the Commencement Date and continuing throughout the Term, Licensee shall on each first and third Friday of every month actively and continuously conduct its business at the Location from 11:30 a.m. until 2:00 p.m. ("**Business Hours**"). The parties may mutually agree in writing to additional or different Business Hours. City's Real Estate Division Manager shall be authorized to adjust the day and time of the Business Hours to meet demand. Licensee shall conduct its business in strict conformance with any rules and regulations promulgated by City from time to time ("Rules and Regulations").

3.3 Quality of Products and Service. Licensee recognizes the quality of items sold at the Location is a matter of highest concern and is the essence of this Agreement. Utilizing solely the best proper handling methods available, Licensee shall sell only high quality fresh produce. All goods sold or offered for sale at the Location shall conform in all respects to all applicable federal, state, and county health statutes, codes, ordinances and regulations.

3.4 Personnel.

A. If at any time City finds the actions, performance, or conduct of any of Licensee's employees to be harmful or detrimental to the operation, image, or success of the Location or the businesses located within any of the buildings adjacent to the Location, City shall advise Licensee of the specific circumstances, and the parties shall attempt to mutually resolve the situation. If a resolution cannot be achieved, City may require removal of the employee from the Location.

B. Licensee's employees shall maintain a high standard of grooming, uniform, and conduct. Licensee agrees to employ a sufficient number of personnel so as to properly conduct operations at a high standard of service quality

3.5 General Use Requirements

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

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

C. Licensee shall not use the Location for any purpose that will invalidate any policy of insurance, or increase any premium to be paid, now or hereafter written concerning the Location or any of the buildings adjacent to the Location.

D. During the time it conducts business at the Location, Licensee shall keep the Location and surrounding areas it may utilize in a neat and clean condition and remove all trash and garbage it creates during Business Hours. Licensee shall properly dispose of all of its trash and garbage at a remote site. City shall not be responsible for accepting any of Licensee's trash or garbage. Prior to leaving the Location at the end of business each day, Licensee shall remove all of its property and completely restore the Location to the same or better condition than it was in prior to setting up for the start of business that day.

E. Licensee shall not bring to the Location anything that would create objectionable or unpleasant odors; place or permit any radio, television, loud speaker or amplifier at the Location; solicit business or distribute leaflets or other advertising material at the Location or in any of the buildings adjacent to the Location; take any action which in the exclusive judgment of City would constitute a nuisance or disturb or endanger customers or unreasonably interfere with the businesses conducted within the buildings adjacent to the Location; or do anything which in the exclusive judgment of City would tend to injure the reputation of City or other business located in the buildings adjacent to the Location.

F. Licensee shall not use the Location address for any purpose other than as the address of the business to be conducted by Licensee at the Location, and Licensee shall not acquire any property right in or to any name, which contains the name of any of the buildings adjacent to the Location. Any permitted use by Licensee of the name of the Location during the term of this License shall not permit Licensee to use, and Licensee shall not use the name of the Location after the termination of this License or at any other location. Licensee's agreement in this regard shall survive termination or expiration of this License.

G. Licensee shall comply with all Rules and Regulations City may establish from time to time applicable to the Location. Licensee's failure to keep and observe the Rules and Regulations shall constitute a breach of this License 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 Licensee, and Licensee agrees thereupon to comply with and observe all of them.

H. Licensee covenants that it will not bring to, use, generate, store or dispose of hazardous waste materials at the Location and agrees to hold harmless and indemnify City against

all liability, loss and damage resulting from Licensee'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 License 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 regulation adopted by any federal, state or local agency.

ARTICLE 4. IMPROVEMENTS

4.1 No Licensee Improvements. Licensee shall make no improvements or other changes to the Location or surrounding area.

4.2 Personal Property and Equipment. Licensee shall furnish in good condition and repair, at its sole cost and expense, any personal property and equipment necessary for the operation of Licensee's business. Licensee shall not store any of its property at the Location or in the buildings adjacent thereto.

4.3 Signs. Licensee shall not, without City's prior written consent, erect any signs at the Location or adjacent thereto. All signage is subject to the sign regulations of City, the Downtown Development Board and the Appearance Review Officer of the City of Orlando. Prior to the posting of any signs, Licensee shall deliver to City for its review and written approval a sketch of Licensee's proposed sign rendering drawn to scale. Since the Location is public property owned by City, political campaign signs are prohibited on the Location pursuant to Section 64.252, City Code. All signs shall be kept in good condition at all times.

ARTICLE 5. REPAIR AND CASUALTY

5.1 Licensee Repair of Location. At its own expense, in those instances where the need for repairs is necessitated by the actions of Licensee, Licensee shall be solely responsible.

5.2 City Maintenance and Repair of Location. City shall be responsible for all maintenance of the Location, except as otherwise required herein to be completed by Licensee.

5.3 Casualty Damage. If at any time during the term of this License the Location is damaged by fire or other casualty, unless caused by a negligent or willful act of Licensee (in which event Licensee shall make the repairs at Licensee's expense), City may at City's option either (i) repair such damage to the Location, in a reasonable manner and time at City's expense, in which event this License shall continue in full force and effect, or (ii) give written notice to Licensee within thirty (30) days after the date of the occurrence of such damage of City's intention to cancel and terminate this License as of the date of the occurrence of such damage, in which event this License shall terminate as of that date. Licensee shall have no claim against City for any damage suffered by reason of damage, destruction, repair or restoration. City and Licensee agree that City shall not be responsible in any way for costs, expenses or losses of Licensee, including, but not limited to, costs of relocation, providing a replacement Location, or uninsured or underinsured loss. In the event of any casualty damage Licensee may at Licensee's option cancel and terminate this License by giving City written notice of Licensee's election to do so at any time. Licensee agrees to cooperate with City in connection with any restoration and repair.

ARTICLE 6. INSURANCE AND INDEMNITY

6.1 Commercial General Liability Insurance. Licensee agrees to maintain in full force and effect from the date upon which Licensee first enters the Location for any reason and throughout the term of this License, and thereafter so long as Licensee occupies any part of the Location, a nondeductible policy of commercial general liability insurance providing coverage for bodily injury (or death) and property damage with an insurer approved by City. The minimum single limit coverage for bodily injury (or death) shall be One Million Dollars (\$1,000,000) per occurrence and a general aggregate of Two Million Dollars (\$2,000,000) with a minimum coverage amount of One Hundred Thousand Dollars (\$100,000) 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 License.

6.2 Workers' Compensation/Employer Liability Insurance. Licensee shall maintain Workers' Compensation Coverage to the extent required by law.

6.3 Insurance Policy Requirements. All policies shall be non-cancelable and non-amendable with respect to City and City's designees, without thirty (30) days prior written notice to City. Licensee shall require that City, its elected and appointed officials, officers, agents, employees, successors and assigns, be named as additional insureds on all insurance policies with the exception of workers' compensation, with the broadest form of such coverage from time to time available in the area in which the Location is located, for including but not limited to all matters arising out of the ownership, use, occupancy or maintenance of the Location. A certificate of insurance evidencing the required coverage shall be delivered to City at least ten (10) days prior to the time Licensee first enters the Location for any reason, along with evidence of premium payment. Licensee shall also furnish City evidence of renewals of each such policy on an annual basis, no less than thirty (30) days prior to the expiration thereof. City reserves the right to modify any aspect of the insurance requirements, including the addition of new types of coverage, as the result of reasonable and prudent risk management review of the activities upon or associated with the Location. Licensee shall notify City in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) calendar days prior to the effective date of the action. All insurance policies shall be primary and issued by companies with a Financial Rating of "A-" or better and a Financial Size Category of "Class V" or higher according to the most current edition of Best's Insurance Reports, which are licensed and authorized to do business under the laws of the State of Florida. Notwithstanding City's requirement that Licensee obtain the foregoing insurance coverage, City has not thereby waived its sovereign immunity protections allowed to City under Florida law.

6.4 Indemnification. Licensee shall indemnify City, its elected and appointed officials, officers, agents, employees and hold them harmless from any suits, actions, damages, liabilities, losses 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 Location while Licensee is in possession, occupancy or use of the Location or any part thereof or occasioned wholly or in part by any act or omission of Licensee, its agents, contractors, employees, servants, invitees, licensees, concessionaires and any other person or entity for whose acts Licensee may be responsible. This indemnity and hold harmless agreement shall include attorney's fees incurred by City, its elected and appointed 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 City, its elected and appointed officials, officers, agents, employees, Licensee, upon written notice from City, will defend such action or proceeding by counsel approved in writing by City, such approval not to be unreasonably withheld or delayed.

6.5 Licensee's Risk. To the maximum extent this agreement may be made effective according to law, Licensee agrees to use and occupy the Location at Licensee's own risk, and City shall have no responsibility or liability for any loss or damage to personal property of Licensee, or for any loss or damage resulting to Licensee or those claiming by, through, or under Licensee, for any reason. The terms of this Section shall be applicable regarding all matters, transactions and things occurring from and after the execution of this License and until the end of the term of this License, and during such further period as Licensee may use or be in occupancy of any part of the Location.

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

6.7 Waiver of Subrogation. City shall have no liability to Licensee, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage to Licensee's properties, the Location or Licensee's personal property, regardless of whether such loss or damage is caused by the negligence of City or Licensee, arising out of any of the perils or casualties insured against by the insurance policies carried, by the parties pursuant to this License. The insurance policies obtained by Licensee pursuant to this License 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, Licensee shall, at the request of City, deliver to City a waiver of subrogation endorsement in such form and content as may reasonably be required by City or its insurer. For purposes of interpreting this subrogation provision, the terms "City" and "Licensee" shall include elected and appointed officials, officers, agents, employees, contractors, sublicenses, servants, licensees, concessionaires and invitees, any of which may be responsible for a loss.

ARTICLE 7. DEFAULT

7.1 Default By Licensee.

A. Licensee Events of Default. The occurrence of one or more by Licensee of the following shall constitute a material event of default under this License:

- (1) Failure to pay Rent within ten (10) days of its due date, without notice from City;
- (2) Failure to make any other payment required of Licensee hereunder, within ten (10) days after written notice that it is due;

(3) Failure to perform any covenant contained herein on its part to be observed, for ten (10) days after receipt of written notice from City to Licensee of such breach; provided, however, that if the nature of Licensee's noncompliance is such that more than ten (10) days are reasonably required for its cure, Licensee shall not be deemed to be in default if Licensee commenced such cure within the ten (10) day period and thereafter diligently pursues such cure to completion;

(4) Failure to conduct business during Business Hours; or

(5) Being made (i) a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto [unless, in the case of a petition filed against Licensee, and the same is not dismissed within sixty (60) days], (ii) having a trustee or receiver appointed to take possession of substantially all of Licensee's assets located at the Location or of Licensee's interest in this License, where possession is not restored to Licensee within thirty (30) days; or (iii) suffering an attachment, execution or other judicial seizure of substantially all of its assets located at the Location or of its interest in this License, where such seizure is not discharged within thirty (30) days.

B. Default Remedies Against Licensee. In the event Licensee fails to cure any default within any applicable time period, without further notice City may elect to take any of the following actions:

(1) Terminate this License and enter into the Location with process of law and repossess and enjoy the Location; and

(2) Exercise in addition to the foregoing any and all other rights and remedies available according to the laws of the State of Florida.

7.2 Default by City.

A. City Events of Default. It shall be an event of default by City should City fail to perform any material covenant contained herein on its part to be observed, for thirty (30) days after receipt of written notice from Licensee of such breach; provided, however, that if the nature of City's noncompliance is such that more than thirty (30) days are reasonably required for its cure, City shall not be deemed to be in default if City commenced such cure immediately and thereafter diligently pursues such cure to completion within forty-five (45) days after transmittal of the notice of default.

B. Default Remedies against City. In the event City fails to cure a default within any applicable time period, without further notice Licensee may elect to (i) terminate this Agreement and vacate the Location, having the same legal effect as if the Term had expired on the date of Licensee's notice of termination provided to City; or (ii) enforce this agreement by specific performance. No other remedies shall be available against City, including but not limited to any claim for damages. No failure by Licensee to insist upon the strict performance of any covenant, agreement, term or condition of this License on the part of City to be performed, or to exercise any permitted right or remedy upon a default, and no acceptance of City's performance or payment of amounts due (by virtue of application against Rent payments) after such default, shall constitute a

waiver by Licensee of such default or of such covenant, agreement, term or condition, or any right or remedy of Licensee with respect thereto.

ARTICLE 8. TERMINATION FOR CONVENIENCE

This License may be terminated by either party, at its convenience and in its sole and absolute discretion for any or no reason, upon thirty (30) calendar-days' prior written notice to the other.

ARTICLE 9. GENERAL PROVISIONS

9.1 Transfer of License. Neither Licensee nor any of its successors in interest by operation of law or otherwise may effectuate a Transfer of this License, without City's written consent, which may be withheld in City's sole discretion. For purposes of this License, "Transfer" shall mean an assignment in part or in whole of this License. Consent by City to a Transfer shall not relieve Licensee from the obligation to obtain City's consent to any further Transfer. Further, in no event shall any permitted transferee Transfer its interest without City's consent. **Any Transfer by Licensee in violation of this Section shall be void.**

9.2 Notice. Any notice required or permitted to be given under this License 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:

Licensee:	Roniece Weaver, Executive Director Hebni Nutrition Consultants, Inc. 2009 W. Central Blvd. Orlando, FL 32805 Phone No. 407-872-1333 Email: info@hebninutrition.org
City:	Real Estate Division Manager City of Orlando 400 South Orange Avenue Orlando, Florida 32801 Phone No. 407-246-2653 Email: Laurie.Botts@cityoforlando.net

9.3 Section Titles, Interpretation. The titles to the sections contained in this License 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.

9.4 Surrender of Location. Upon the termination of this License at the end of the last day of occupancy, Licensee shall surrender possession of the Location in neat and clean condition, wear and tear excepted.

9.5 Holding Over. Any holding over by Licensee after the expiration of the term of this License shall be treated as a tenancy at sufferance and shall otherwise be on the terms and conditions set forth in this License, so far as applicable.

9.6 Self-Help. City 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 Licensee to perform any of the provisions of this License, and Licensee agrees to reimburse City upon demand all such sums with interest at the highest rate allowed by law from the date payment is made by City.

9.7 Recording. Licensee agrees not to record this License or any memorandum thereof in the Public Records of Orange County, Florida.

9.8 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 City and Licensee. This reference to successors and assigns of Licensee is not intended to constitute City's consent to assignment by Licensee, but has reference only to those instances in which City may give consent to a particular assignment.

9.9 Entire Agreement. This License 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 between the parties.

9.10 Severability. If any term or provision of this License, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of any 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 License shall be valid and enforceable to the fullest extent permitted by law.

9.11 Waiver. No waiver at any time of any of the provisions hereof by City or Licensee 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 Licensee or acceptance by City, of a lesser amount than shall be due from Licensee to City shall be treated otherwise than as a payment on account. The acceptance by City 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 City may accept such check without prejudice to any other rights or remedies which City may have against Licensee.

9.12 Estoppel Certificates. Within twenty (20) days after request in writing by either party, the other party will furnish a written statement in form and substance reasonably acceptable

to the non-requesting party, duly acknowledging the fact that (a) this License is in full force and effect, (b) rents payable hereunder are current, (c) there are no uncured defaults hereunder by City or Licensee, if that be the case, and additional information concerning such other matters as reasonably requested. Failure of either party to deliver such estoppel certificate within such twenty (20) day period shall entitle the requesting party to conclusively presume that the License is in good standing without default, which statement or representation may be relied upon as being true and correct by any prospective purchaser or mortgagee.

9.13 Transfer of City's Interest. In the event of any transfer of City's interest in the real property of which the Location is a part, City shall be automatically relieved of any and all obligations and liabilities on the part of City accruing from and after the date of such transfer.

9.14 No Brokerage Commission. Licensee represents and warrants that it has had no dealings with any broker or leasing agent in connection with the negotiation or execution of this License. In the event any broker or leasing agent shall make a claim for a commission or fee for representation of Licensee in connection with the negotiation or execution of this License, Licensee shall be responsible for the payment thereof, and Licensee agrees to hold City harmless from and indemnify City against any such claim or liability.

9.15 City's Exculpation and Sovereign Immunity. Anything to the contrary contained in this License notwithstanding, City'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 License. Such exculpation of liability shall be absolute and without exception whatsoever. City is a Florida municipal corporation whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of City beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of City's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of City's obligations under the provisions of this Agreement are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, which limits are hereby made applicable to all manner of claims against the Landlord related to this Lease and are not confined to tort liability.

9.16 Discrimination Not Permitted. City and Licensee 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 Location or the furnishing of services therein.

9.17 Relationship of the Parties. The relationship between the parties hereto is solely that of City and Licensee 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 Location, except as otherwise specifically provided herein.

9.18 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.

9.19 Jury Trial Waiver. The parties waive trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of or in any way connected with this License. Licensee further waives the right to interpose any permissive counterclaim of any nature in any action to obtain possession of the Location.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year first above written.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES OF
PARTIES APPEAR ON FOLLOWING PAGES.)**

CITY OF ORLANDO, a Florida municipal corporation

By: _____

Print Name: _____

Mayor/Pro Tem

Attest:

Alana C. Brenner, City Clerk

Witnesses:

(1) Sign: _____
Print Name: _____

(2) Sign: _____
Print Name: _____

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

_____, 2015.

Assistant City Attorney

**LICENSEE: Hebni Nutritional Consultants, Inc., a
Florida corporation not for profit**

By:

Roneice Weaver
Roneice Weaver, its Executive Director

Witnesses:

(1)

Sign:

Print Name:

Robert Reed
Robert Reed

(2)

Sign:

Print Name:

Fabiola Gaines
Fabiola Gaines

EXHIBIT “A”

(Location Sketch)

EXHIBIT 'A'

