

## City's Consent to Assignment of Lease

This Consent to Assignment of Lease (Consent to Assignment) is made this \_\_\_\_ day of \_\_\_\_\_, 2016 (Effective Date) by the City of Orlando, a municipal corporation organized and existing under the laws of the state of Florida (City) for the benefit of the Assignor and Assignee defined herein.

WHEREAS, the City and Gargi's Ristorante Italiano, Inc., a Florida corporation (GARGI's) entered into a Lease Agreement dated February 12, 2003, as amended by Amendment No. 1 to Lease Agreement dated July 30, 2003, and further amended by Amendment No. 2 to Lease Agreement dated July 17, 2008 (hereinafter collectively referred to as the "Lease"); and

WHEREAS, section 30 of the Lease provides that GARGI's shall not assign the Lease without the prior, written consent of the City; and

WHEREAS, GARGI's desires to assign the Lease to On Group International Corporation, a Florida corporation (On Group), pursuant to the Assignment of Lease between Gargi's (Assignor) and On Group (Assignee) dated November 21, 2015 (Assignment), and has requested that the City consent to such Assignment; and

WHEREAS, the City is willing to consent to the Assignment contingent upon the Assignee executing an amendment to the Lease that contains the terms and conditions set forth herein; and

NOW, THEREFORE, The City hereby consents to the foregoing Assignment expressly subject to and contingent upon the City and Assignee executing an amendment to the Lease simultaneous with the effective date of this Consent to Assignment, which amendment shall contain the following terms and conditions:

1. Merchant Association Membership. Assignee shall hold and maintain, at minimum, Basic Business Membership status in the Ivanhoe Village Main Street Program ("Association") throughout the term of the Lease and any renewal term in effect. Assignee shall provide evidence of such membership to City's Real Estate Division Manager within thirty 30 days following City's Consent. Should the Association cease to exist, Assignee shall consult with the City's Downtown Development Board regarding other Merchant Association Memberships and become an active voting member of such other Association.

2. Rent Abatement. Assignee has represented to the City that it plans to renovate and improve the Leased Premises at an estimated cost of approximately seven hundred fifty thousand dollars (\$750,000). If the Assignee renovates and improves the Leased Premises within six (6) months of the effective date of this Consent to Assignment, the City shall abate rent for up to five (5) months during Assignee's construction of the Improvements. The amount of the rent abatement shall not exceed 5 month's rent regardless of the actual cost of the improvements.

3. Renewal of Lease upon Completion of Improvements. The current term of the Lease expires on January 31, 2018 and may be renewed for two (2) additional five (5) year terms upon the mutual, written agreement of the parties. Upon Assignee evidencing completion of the Improvements as described above within twelve (12) months of the effective date of this Consent to Assignment, the first (1<sup>st</sup>) of the two (2) renewal options set forth in Section 4 of the Lease shall be approved by the City and the Lease term shall be extended for an additional five (5) years to expire on January 31, 2023. The City's Real Estate Division Manager is authorized to negotiate and execute each of the two (2) renewal options described herein on behalf of the City without further City Council approval, so long as such renewals are in conformance with the terms and conditions of the Lease.

THIS CONSENT TO ASSIGNMENT OF LEASE is executed by the City as of the date first written above.

CITY OF ORLANDO, FLORIDA

By: \_\_\_\_\_  
Mayor/Pro Tem

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

Date: \_\_\_\_\_, 2016.

Attest:

\_\_\_\_\_  
Celeste Brown, City Clerk

Approved as to form and legality for the use and reliance of the City of Orlando, Florida, only.

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_, 2016.