

**CENTRAL PARKING GARAGE LEASE AGREEMENT
BETWEEN**

GLORIA J. RAMOS D/B/A LILIA'S GRILLED DELIGHTS

AND THE CITY OF ORLANDO, FLORIDA

THIS LEASE (hereinafter "Lease") is made and entered into this ____ day of _____, ~~2017~~, by and between the **City of Orlando, Florida, a Florida municipal corporation** (herein "Landlord"), and **Gloria J. Ramos d/b/a Lilia's Grilled Delights** (herein "Tenant").

Deleted: 2012

RECITALS

A. Tenant desires to renew Tenant's lease for the premises located on the first floor of the City of Orlando Public Parking Facility, Library Parking Garage (herein referred to as the "Parking Garage"), having an address of 132 E. Central Blvd., Orlando, Florida 32801 ("Premises").

B. Landlord wishes to promote the Central Business District ("District") of the City of Orlando by encouraging retail businesses and services in the District.

C. 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 is a material part of the inducement to Landlord to enter into this Lease and grant the right to occupy the Premises to Tenant.

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 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 three hundred twenty-five (325) 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 ~~3~~" as shown on **Exhibit "A"**.

Deleted: 5

1.2 Sidewalk Café. Only upon written permission granted by the Real Estate Division Manager for the City of Orlando, may Tenant apply for a Sidewalk Cafe Permit ("Permit") from the City's Permitting Department. Until a Permit is applied for, all fees are paid and a permit has been granted, Tenant may not occupy or place any improvements or other personal property on

the sidewalk fronting the Premises. If at any time a Permit is not renewed or is terminated, Tenant shall immediately remove from the sidewalk all Tenant improvements including but not limited to furniture and all other personal property Tenant has placed on the sidewalk. In the event Tenant acquires a Permit, notwithstanding anything contained in or authorized by that Permit, Tenant shall at no time occupy any part of the 36 inches of the sidewalk closest to the street.

1.3 Parking. This Lease does not grant any parking rights or spaces for Tenant's use within the Parking Garage, but rather in order to meet Tenant's parking needs, Tenant shall be solely responsible for negotiating a separate agreement with Landlord's Parking System Administrator at the parking rates established by City Council.

1.4 Term of Lease. The parties agree that the term of this Lease shall be for three (3) years commencing on August 1, 2017, (Commencement Date) and ending on July 31, 2020 (Expiration Date). So long as Tenant has abided by all terms and conditions of this Lease during the initial Lease Term, the Lease may be extended by agreement of the parties two (2) times for one (1) year each, on terms acceptable to Landlord.

Deleted: 2012

Deleted: 2015

1.5 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.

1.6 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 installing, 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 on Tenant's use of the Premises. Landlord at any time, on or about the Premises or the Parking Garage may place "For Sale" signs, and Landlord may at any time during the last 120 days of the term hereof place on or about the Premises "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 during the first year of the term of this Lease Four Hundred Fifty and 35/100 Dollars (\$450.35) (Monthly Rent) in advance on the Commencement Date and on the first day of each and every calendar month thereafter throughout the first year of the term of the Lease. The rental amount has been calculated on the basis of Sixteen and 63/100 Dollars (\$16.63) per square foot of Premises containing three hundred twenty-five (325) gross square feet. At the beginning of both the second and third years of the initial term of the Lease, the new Monthly Rent will increase five percent (5%) over the Monthly Rent amount paid in the previous year. 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 Landlord in its sole and absolute discretion.

Deleted: Three

Deleted: Seventy

Deleted: 50

Deleted: 370.50

Deleted: Thirteen

Deleted: 68

Deleted: 13.68

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:

$\$750.00 \text{ (Estimated leasehold tax liability)} \div 12 \text{ months} = \62.50 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 Charges. If rent or any other payment due under this Lease is not paid by the fifth (5th) day of the month, a late charge equal to ten percent (10%) of the amount due shall become due and payable immediately. If, during the term of the Lease, Tenant incurs 2 late charges (either separately or consecutively), the third late charge and any subsequent late charges shall be fifteen (15.00%) percent, or at Landlord's option, the Lease shall be in default. If the full amount of rent and late fees due remain unpaid by the fifteenth (15th) day of the month, the late fee doubles. In the event that Landlord declares a default in this Lease, Tenant shall vacate the Premises within twenty (20) days after receiving written notice of the default or be considered a hold-over tenant as described in Section 11.8 herein.

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, 4th Floor, City Hall, 400 South Orange Avenue, Orlando, Florida 32801. In the event any payment received by Landlord is returned by the bank for insufficient funds, 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 arranging and paying for all utilities needed for use of the Premises, including but not limited to electricity, water, telephone, cablevision, television and solid waste collection. Utilities must be paid within ten (10) days of receipt of each bill or before the actual due date, whichever occurs first. 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 paid by Tenant on a monthly basis along with the Monthly Rent collectible as Additional Rent.

2.8 Security Deposit. A Security Deposit in the amount of Twelve Hundred and No/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. If any portion of the Security Deposit is so used, applied, or retained, Tenant will, within 5 days after written demand, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. In no event shall Landlord be obligated to apply the Security Deposit. Tenant may not apply the Security Deposit to payment of rent or the performance of other obligations. The Security Deposit will not be deemed a limitation on Landlord's damages or a payment of liquidated damages or a payment of the Rent due for the last month of the term. 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.

2.9 Interest. All Rent not paid within ten (10) days after it is due under this Lease shall bear interest at the rate which is lesser of: (a) eighteen percent (18%) per annum, or (b) the highest rate of interest permitted to be charged under Florida law, accruing from the date the obligation arose through the date payment is actually received by Landlord. It is the intention of Landlord and Tenant to comply with the laws of the State of Florida, and it is agreed that notwithstanding any provision to the contrary in this Lease, no such provision shall require the payment or permit the collection of any interest in excess ("Excess Interest") of the maximum amount of interest permitted by law to be charged in the collection of Rent and other sums due under this Lease. If any Excess Interest is provided for, or is adjudicated to be provided for in this Lease, then in such event (a) the provisions of this section shall control; (b) Tenant shall not be obligated to pay any Excess Interest; (c) any Excess Interest that Landlord may have received shall be refunded to Tenant; and (d) this Lease shall be deemed to have been reformed and

amended to delete any requirement for Excess Interest, which could be interpreted as requiring such a payment.

2.10 Additional Rent. 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.

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 moldings, partitions, doors, floors 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. Tenant shall establish and perform preventative routine maintenance programs on its food service equipment in accordance with manufacturers' recommendations. If the Intended Use of the Premises necessarily includes use of a grease trap, Tenant shall comply with City's Oil and Grease Management Program per Section 30.15 of the City Code. Tenant shall procure all maintenance required for the grease trap Tenant utilizes, including but not limited to removal of grease to avoid spillage, recycling of grease and pumping of the grease trap in compliance with Section 30.15 of the City Code.

If (a) Tenant does not maintain or repair the Premises as required hereunder to the reasonable satisfaction of Landlord, or (b) Landlord, in the exercise of its sole discretion, determines that either emergency repairs or maintenance is 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 complete the maintenance or make such repairs 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. Additionally, Tenant shall be responsible for the maintenance of any other improvements or items as may be required in other provisions of the Lease.

3.2 Maintenance and Repair Outside of Premises and Parking Garage. Landlord shall maintain and repair the heating, ventilation and air conditioning system (HVAC), 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. Notwithstanding the foregoing, Tenant shall maintain and repair the components of all such items inside the Premises. Further, 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 or Landlord from making substantial use of the Parking Garage, 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, 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, insured, uninsured or underinsured loss of or damage to contents, improvements, betterments or equipment. If it is apparent Landlord will not be able to complete the restoration and repair within six (6) months after such occurrence or if Landlord commences repairs but does not complete them within six (6) months, Tenant may at Tenant's option cancel and terminate this Lease by giving Landlord written notice 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 Intended Use of Premises. Tenant may use the Premises for the Intended Use only, which shall be for conducting a "take-out food" restaurant business, doing business under Tenant's trade name of "Lilia's Grilled Delights", in compliance with the City of Orlando Land Development Code. No other uses shall be permitted without the prior written consent of Landlord. Tenant shall continuously use and occupy the Premises only for the Intended 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 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 Intended Uses are in the nature of restrictive covenants running with the land.

4.2 Prohibition on Sale of Alcohol. The sale of alcoholic beverages on or from the Premises is prohibited.

4.3 Conduct of Business. Beginning on 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 any seven (7) hours per day between 9:00 a.m. and 7:00 p.m., on any five (5) days each week for a minimum of 35 hours per week ("**Minimum Business Hours**"). Tenant shall post the hours the Premises will be open for business on a convenient location near the entrance so that it can be seen from the sidewalk in front of the Premises. 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").

4.4 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.

E. Tenant shall store promptly for removal all trash and garbage from the Premises. Tenant shall properly prepare all trash and garbage for collection in the manner and at the times specified by Landlord. Landlord may require Tenant to deliver the trash and garbage to a designated off-site disposal location.

F. 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. Tenant shall not use or operate any machinery that, in Landlord's opinion, is harmful or disturbing to other tenants in the Parking Garage.

G. 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 an 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. Tenant shall not display merchandise on the exterior of the building for sale or promotional purposes.

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

I. 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.

J. Tenant shall use as its advertised business address the address of the Premises. Tenant shall not use the 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 or as a part thereof. 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 or 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. No use of the Premises shall be offensive to the neighborhood or the Parking Garage by reason of noise or traffic. No illegal activity shall be conducted on the Premises. As part of the marketing in accordance with the Intended Uses, 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. No propane or other combustible gas tanks shall be kept on the Premises without the express written consent from Landlord, which may possibly be granted only if in compliance with all safety and health related laws, rules and regulations.

N. 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 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. To the extent Landlord approves, Tenant shall design, construct, install and equip the Premises at its sole cost and expense ("Improvements"). Tenant shall obtain all necessary building permits and approvals associated with the Improvements and pay for all applicable permitting and associated impact fees. Tenant shall submit two (2) sets of plans and specifications for the proposed Improvements (the "Plans") to Landlord's Real Estate Manager. Landlord's Real Estate Manager shall have thirty (30) calendar days from receipt of the Plans to approve, deny or request changes to the Plans. Landlord's failure to approve, deny or request changes to the Plans within the allotted time shall constitute approval of the Plans. The Premises shall be constructed and improved in accordance the Plans approved by Landlord's Real Estate Manager. Tenant shall not construct any Improvements without the prior, written consent of Landlord.

Landlord's review (and approval or denial) of the Plans, shall be based upon Landlord's ownership of the Premises and this Lease, and not upon Landlord's status as a governmental or regulatory body. No approval by Landlord of the Plans shall constitute a representation, warranty or opinion as to compliance with applicable building, health, environmental, or safety codes or other applicable state, federal or local laws, codes or regulations including the Americans with Disabilities Act. Sole responsibility for such compliance shall lie with Tenant.

In addition to the requirements of this 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, including, but not limited to, City of Orlando acting in its governmental or regulatory capacity.

No approval given by Landlord pursuant to this Lease with respect to any plans, specifications, materials, or contractors of Tenant shall create or be regarded as grounds for any liability on Landlord's part (a) to any contractor, subcontractor, laborer, materialman, or vendor performing work on or furnishing materials for the Premises for Tenant's account; (b) to any governmental agency for any legal or code violations or use of improper materials or the like; or (c) to any third party sustaining an injury due to poor workmanship, improper design or improper materials.

Construction on the Premises shall be performed and completed by a Florida licensed and bonded contractor in compliance with applicable building codes and shall be completed in a workmanlike manner. Any damage to existing utilities or improvements outside of the Premises caused by the construction, installation or maintenance of the Improvements shall be repaired by Tenant, at its sole cost and expense. Upon completion of the Premises, Tenant shall furnish Landlord with two (2) sets of As-Built Drawings of the Premises.

To the extent needed and in the discretion of Landlord, Landlord may grant Tenant a temporary license to go on Landlord-owned areas adjacent to the Premises as may be reasonably necessary for construction of the Improvements. Such areas shall not be used to store any

construction materials or tools and all construction debris shall be removed at the end of each day. The temporary construction license shall expire immediately upon completion of the Improvements.

5.2 Construction Liens. Pursuant to Section 713.10, Florida Statutes and any amendment or successor to such statute, the estate or interest of Landlord in and to the Premises shall not be subject to construction liens for improvements made by Tenant. Prior to commencing construction on the Premises, Tenant shall execute, deliver to Landlord and record in the Public Records of Orange County, Florida a short form Memorandum of Lease in form and substance acceptable to Landlord meeting the requirements of the referenced statute. Further, Tenant agrees to discharge immediately (either by payment or by filing the necessary bond or otherwise) any construction liens against the Premises or Landlord's interest therein purporting to be for labor, services, or materials furnished to Tenant in, on or about the Premises. A duly executed instrument by which such construction lien is satisfied, released from the Premises or transferred to bond shall be recorded within ten (10) days after such construction lien is filed or recorded.

Tenant shall indemnify, defend and hold harmless Landlord from and against any and all liability, claims, costs and expenses arising out of work performed on the Premises by Tenant or at Tenant's direction, including reasonable attorney's fees and costs incurred by Landlord in negotiating, settling, defending or otherwise protecting against such claims. It is understood and agreed that the improvements and installations being made by Tenant are specific to Tenant's business and are being procured for the sole purpose of enhancing Tenant's business and not to confer any permanent benefit or enhancement in value on Landlord or the Premises. Tenant shall inform every service or material provider of the foregoing provisions prior to contracting with any of them for goods or services.

5.3 Personal Property and Furniture. Tenant may furnish and use on the Premises at its sole cost and expense, any personal property and furniture reasonably necessary for the operation of Tenant's business (PP&F). Tenant shall keep all such property in good condition and repair. Tenant agrees that it shall not remove any PP&F while in default under the terms of this Lease. Removal while in default shall be a material breach of this Lease. If not in default Tenant may remove PP&F from time to time, provided that such PP&F is replaced with items of like kind, quality and quantity as taken off the Premises. The PP&F shall remain the property of Tenant, and at the expiration or earlier termination of the Lease, Tenant shall remove the PP&F from the Premises and repair any damage to the Premises resulting from such removal. Any PP&F not removed on or before the Termination Date, shall be considered abandoned and automatically become the property of Landlord, at Landlord's election, or in the alternative Tenant shall remove all such property as directed by Landlord.

Tenant shall give at least ten (10) business-days' written notice to Landlord prior to removal of any PP&F. Tenant's failure to comply with the notice requirement, coupled with subsequent removal of any property shall be a material default in this Lease. Landlord shall have ten (10) business days after receipt of Tenant's written notice to advise Tenant whether consent to removal will be given and if so, the amount of any additional security deposit that will be required. If Landlord does not respond within the stated time, consent shall be deemed to have been given, and no additional security deposit will be required. If a reasonable additional security deposit is required, Tenant shall not remove the property prior to making the additional deposit. Upon removal of any PP&F, which results in attendant damage, Tenant shall repair the

damage to Landlord's satisfaction and leave the Premises in a "broom-clean" restored and repaired condition within ten (10) days.

5.4 Improvements, Equipment and Fixtures. In addition to any Improvements Tenant shall install per this Lease, at its sole expense Tenant shall also furnish and install all equipment and fixtures necessary for the operation of its business. All Improvements, equipment and fixtures installed or placed in the Premises, including but not limited to walk-in refrigeration, HVAC, stove and hood ventilation systems, all other appliances, sound systems, mounting brackets and ceiling fans shall remain on the Premises and become the property of Landlord upon the expiration or termination of the Lease at Landlord's election. In the alternative Tenant shall remove them in accordance with Landlord's written instructions.

5.5 Ceiling and Ceiling Beams. No nails, bolts, or drilling in the ceiling or ceiling beams are permitted.

5.6 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 sole 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.

Tenant shall maintain all windows free of signs and other obstructions, in a neat, attractive condition, displaying only materials promoting the business authorized as an Intended Use for the Premises. Tenant shall keep all windows, exterior lights and signs well illuminated during the hours that the establishment 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.

ARTICLE 6. COMMON AREAS

6.1 Common Areas. The term "Common Areas" for purposes of this Lease shall mean those areas and facilities designated as such from time to time by Landlord within the exterior boundary lines of the Parking Garage. Excluded from the Common Areas shall be the Premises, and the premises and any limited common areas of other tenants within the Parking Garage. The Common Areas shall be for the general non-exclusive use of Landlord, Tenant and other tenants in the Parking Garage and their respective employees, suppliers, shippers, customers and invitees, and shall include but not be limited to common entrances, loading and unloading areas, trash areas, sidewalks, walkways, ramps, landscaped areas and exterior decorative walls. Tenant shall have a nonexclusive license to use the Common Areas in compliance with the Rules and Regulations in effect from time to time.

6.2 Common Areas, Maintenance, Rules and Regulations. Tenant agrees to abide

by and conform to the Rules and Regulations of Landlord as promulgated from time to time with respect to the Parking Garage and Common Areas, and to cause its employees, suppliers, shippers, customers, and invitees to so abide and conform. Landlord or such person(s) as Landlord may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to modify, amend and enforce the Rules and Regulations. Landlord shall not be responsible to Tenant for noncompliance with the Rules and Regulations by other tenants, their agents, employees and invitees of the Parking Garage.

6.3 Common Areas-Changes. Landlord shall have the right, in Landlord's sole discretion and without the consent of any tenant, from time to time:

A. To make changes to the Common Areas, including, without limitation, changes in the location, size, shape, number and appearance thereof, including but not limited to windows, stairways, air shafts, elevators, escalators, restrooms, entrances, loading and unloading areas, ingress, egress, direction of traffic, decorative walls, landscaped areas and walkways;

B. To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises and Tenant's limited common area remains available;

C. To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Parking Garage or any portion thereof; and

D. To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Parking Garage as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

ARTICLE 7. INSURANCE AND INDEMNITY

7.1 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, a policy of commercial general liability bodily injury and property damage Insurance, with contractual liability coverage, with limits of not less than One (1) Million Dollars (\$1,000,000.00) general aggregate per occurrence. Tenant shall also maintain fire legal liability in an amount of no less than One Million and No/100 Dollars (\$1,000,000.00.) to protect against damage to Landlord's property. Failure to provide evidence of the required coverage within one (1) day after demand shall be a material breach of this Lease. Since Tenant is prohibited from selling any alcoholic beverages, she shall not be required to also maintain liquor legal liability insurance.

7.2 Property Insurance. Tenant shall maintain all risk property insurance, including fire and extended coverage, insuring against damage caused by fire, vandalism, wind, sprinkler leakage and water, for the replacement cost of all Tenant improvements located on the Premises, and all personal property owned or entrusted to Tenant.

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

7.4 Automobile Liability Insurance. Automobile liability insurance coverage in the

minimum amount of One Million Dollars (\$1,000,000) per occurrence for BI/PD, including hired/non-owned vehicles regardless of number of passengers transported.

7.5 Insurance Policy Requirements. All policies 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. Tenant shall require that Landlord, its elected and appointed officials, officers, agents, councils, departments, agencies, boards, employees, successors and assigns shall 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 Premises are located, for including but not limited to all matters arising out of the ownership, use, occupancy or maintenance of the Premises and any other areas Tenant is authorized to enter pursuant to this Lease. Tenant shall also furnish Landlord evidence of renewals of each such policy on an annual basis, no less than thirty (30) days prior to the expiration thereof. Landlord 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 Premises and any other property Tenant is authorized to enter pursuant to the Lease. Tenant shall notify Landlord 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 said 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. The insurers providing coverage must be either (1) authorized by a subsisting certificate of authority issued by the Department of Financial Services of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. The insurance provided by Tenant shall apply on a primary basis. Any insurance, or self-insurance, maintained by Landlord shall be excess of, and shall not contribute with, the insurance provided by Landlord. Landlord shall be solely responsible for the risk of loss to and maintaining insurance for any and all real property, equipment or personal property belonging Landlord. Notwithstanding Landlord's requirement that Tenant obtain the foregoing insurance coverage, Landlord has not thereby waived its sovereign immunity protections allowed to Landlord under Florida law.

Tenant shall provide Landlord with a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein, and a copy of the actual additional insured endorsement as issued on the Commercial General Liability, signed by an authorized representative of the insurer(s) verifying inclusion of the additional insureds as required herein. Tenant shall also deliver to Landlord for its review, copies of all required insurance policies and paid receipts for one year of coverage, at least ten (10) days prior to taking possession of the Premises, for Landlord's review and approval.;

Compliance with these insurance requirements shall not limit the liability of Tenant. Any remedy provided to Landlord by the insurance provided by Tenant shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Tenant) available to Landlord under this Lease or otherwise. Neither approval nor failure to disapprove insurance furnished by Tenant shall relieve Tenant from responsibility to provide insurance as required by this Lease.

Landlord reserves the right to modify any aspect of the insurance requirements, including the addition of new types of coverage, and increases in the coverage amounts, as the result of reasonable and prudent risk management review of the activities upon or associated with the

Premises, inflation or changes in value thereof.

7.6 Landlord's Right to Obtain Insurance: If Tenant fails to obtain insurance coverage or fails to provide certificates and endorsements as required by this Lease, Landlord may, at its option, obtain such insurance for Tenant. Tenant shall pay, as Additional Rent, the reasonable cost thereof together with a twenty-five percent (25%) service charge, even if Tenant later produces evidence that it had insurance in effect at all times. The failure to provide the evidence of insurance in the manner required in this Lease shall be sufficient basis for Landlord to obtain the required insurance coverage and charge Tenant as authorized herein.

7.7 Indemnification. Tenant shall indemnify and defend Landlord, its elected and appointed officials, officers, agents, councils, departments, agencies, boards, employees, successors and assigns 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, Parking Garage, Common Areas, 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 allegations of Landlord's own negligent acts, and against all costs, expenses, and liabilities, including attorney's fees incurred by Landlord, its elected and appointed officials, officers, agents, employees, successors and assigns 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 and appointed officials, officers, agents, councils, departments, boards, employees, successors and assigns, Tenant, upon written notice from Landlord, will defend such action or proceeding by counsel approved in writing by Landlord, such approval not to be unreasonably withheld or delayed.

7.8 Tenant's Risk. To the maximum extent this Lease 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 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.

7.9 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.

7.10 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, 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 8. DEFAULT

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

- A. Failure to comply with the insurance requirements contained herein, and such failure to pay or comply with the insurance requirements shall continue for more than one (1) day after Landlord shall have delivered to Tenant a Notice of Tenant Event of Default;
- B. Failure to pay Monthly Rent within ten (10) days of its due date, without notice from Landlord;
- C. Failure to make any other payment required of Tenant hereunder, within ten (10) days after written notice that it is due;
- D. 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;
- E. Failure to conduct business during the Minimum Business Hours;
- F. Intentional violation of any provision of this Lease after written notice to desist from such actions;
- G. 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
- H. Vacating or abandoning 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.

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

- A. Terminate this Lease and enter into the Premises, or any part thereof, either with or without process of law;
- 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 the remaining rent due after crediting rents as they are received on behalf of Tenant;
- 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;
- D. Institute proceeding for injunctive relief and/or specific performance as necessary to enforce the terms and conditions of this Lease; or
- E. Exercise in addition to the foregoing, any and all other rights and remedies according to the laws of the State of Florida

8.3 Landlord Events of Default. The occurrence of any of the events stated in this Section shall be a Landlord event of default hereunder and shall constitute a breach of this Lease if not remedied within the cure period so provided ("Landlord Event of Default"). 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 shall fail in keeping or performing any of Landlord's obligations under this Lease, which Landlord fails to remedy within thirty (30) days after Tenant has given Landlord written notice specifying the same.

8.4 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 written 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 to Tenant under this Lease.

ARTICLE 9. TERMINATION FOR CONVENIENCE

This Lease may be terminated by either party for convenience or any other or no reason, upon thirty (30) days prior written notice to the other.

ARTICLE 10. CONDEMNATION

10.1 Effect of Condemnation. If all or a substantial part of the Premises is taken by the exercise of the power of eminent domain or by actions of a governmental entity that constitute inverse condemnation of the Premises, or by a purchase in lieu of condemnation, so that the Premises can no longer practicably be utilized for the Intended Purpose, this Lease shall terminate as of the date the Premises are taken by the condemnor, and prepaid rent or unpaid rent, and all other amounts due pursuant to the provision of this Lease shall be prorated accordingly. Except as described in **Section 10.02**, below, the entire compensation amount attributable to the Premises taken, which shall include, though not exclusively, the value of the fee interest, the leasehold estate and all severance damages not only for the fee interest but also for any leasehold estate, shall belong and being apportioned, to Landlord. Tenant shall have the right to claim and recover from the condemning authority, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of any condemnation and for or on account of any cost or loss to which Tenant might be put in removing or relocating Tenant's business, furniture, fixtures and equipment, but not for any other loss. Notwithstanding **Section 10.02**, if less than a substantial part of the Premises is taken such that Tenant can still engage in the Intended Use on the Premises, this Lease shall not terminate and there shall be no change in any of the obligations Tenant is required to fulfill under the terms of the Lease.

10.2 Apportionment of Condemnation Award. Any compensation awarded or paid for a taking (or a purchase in lieu of condemnation) of a substantial portion of the Premises, so that the Premises can no longer practicably be utilized for the Intended Use shall be apportioned between the parties as follows:

- A. First, Landlord shall receive the fee simple value of the property taken, as unoccupied and unencumbered by a lease. At its election, Landlord may obtain an appraisal of the Premises taken, as unoccupied and unencumbered by a lease, utilizing a state-certified general and MAI-designated appraiser. Landlord and Tenant agree that the valuation opinion of the appraiser or any other similarly credentialed appraiser approved by Landlord and employed as part of the condemnation proceedings shall represent the amount of the award apportioned to Landlord.
- B. Secondly, Tenant shall receive the depreciated value of Tenant improvements, to the extent such improvements were paid for by Tenant. Tenant shall obtain an appraisal of the depreciated value of the portion of Tenant improvements paid for by Tenant, utilizing a state-certified general and MAI-designated appraiser. Landlord and Tenant agree that the valuation opinion of the appraiser shall represent the amount of the award attributable to Tenant under this subsection.
- C. Thirdly, Landlord shall receive any portion of the compensation amount remaining.

ARTICLE 11. ASSIGNMENT AND SUBLETTING.

Tenant, Tenant's legal representatives, successors or assigns 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 sole 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 twenty-five percent (25%) 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 and residence addresses 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. Should an owner not be a natural person, the names and addresses shall be provided of the owners of the entity having an interest in Tenant along with the same information required from natural persons owning an interest in Tenant. The ownership disclosure requirement shall not be required of any entity who ownership interests are traded a nationally recognized exchange. 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.**

ARTICLE 12. GENERAL PROVISIONS

12.1 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.

12.2 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 written 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.

12.3 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.

12.4 Notice.

Any written 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 written 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 written notice shall be as follows:

Tenant: Gloria J. Ramos
132 E. Central Blvd
Orlando, Florida 32801
Phone No: ~~407-649-1230~~
Emergency No: ~~407-247-8301~~
Email Address: ~~chef5001@gmail.com~~

Landlord: Real Estate Manager
City of Orlando
400 South Orange Avenue
Orlando, Florida 32801
Phone No: 407-246-2653
Email Address: laurie.botts@cityoforlando.net

Deleted: _____
Deleted: _____
Deleted: _____
Deleted: _____
Deleted: _____

Deleted: _____ Emergency No. _____
Field Code Changed

and

Parking Division Manager
City of Orlando
53 West Central Boulevard
Orlando, Florida 32801
Phone No. 407-246-3859
Email Address: scott.zollars@cityoforlando.net

Deleted: . . . Emergency No.

12.5 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.

12.6 Surrender of Premises. Upon the expiration or earlier termination of this Lease, Tenant shall surrender possession of the Premises to Landlord and make known to Landlord the combination of all combination locks in the Premises, and shall, except as otherwise provided in this Lease, return the Premises to Landlord in broom clean condition, normal wear and tear excepted, failing which Landlord may restore the Premises to such condition and Tenant shall pay the cost thereof to Landlord on demand. All property that Tenant is not required to surrender but that Tenant abandons shall, at Landlord's election, become the Landlord's property at the expiration or earlier termination. In the alternative, Tenant shall immediately remove all such property upon Landlord's demand, at Tenant's expense. Following the procedures required by law, Landlord may remove and dispose of such property for which Tenant shall reimburse Landlord all such expenses plus twenty-five percent (25%) to cover Landlord's costs and expenses, should Tenant fail to remove such property, which shall have no claim for the disposition of such property in any manner Landlord deems appropriate.

12.7 Holding Over. Any holding over by Tenant after the expiration of the term of this Lease without Landlord's consent shall be treated as a tenancy at sufferance during which rent shall accrue at twice the rental rate as charged for the month immediately prior thereto plus other charges specified herein, prorated on a daily basis. The terms and conditions applicable to Tenant during that period shall otherwise be the same as set forth in this Lease, so far as applicable. Further, if Tenant fails to surrender the Premises at the expiration or earlier termination of this Lease, Tenant, to the extent allowed by law, shall defend and indemnify Landlord from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant resulting from Tenant's failure to surrender.

If Tenant remains in possession of all or any part of the Premises after the expiration of the Term, with the express or implied consent of Landlord: (a) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (b) such tenancy will not constitute a renewal or extension of this Lease for any further term; and (c) such tenancy may be terminated by Landlord upon the earlier of 30 days' prior written notice or the earliest date permitted by law. In such event, Monthly Rent will be increased to an amount equal to 150% of the Monthly Rent

payable during the last month of the Term, and any other sums due under this Lease will be payable in the amount and at the times specified in this Lease. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease, except that any renewal, expansion or purchase options or rights of first refusal contained in this Lease shall be null and void during such month-to-month tenancy.

12.8 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.

12.9 Recording. Tenant agrees not to record this Lease, except that on the request of either party to the other, both agree to execute a declaration or memorandum of this Lease in recordable form in compliance with applicable law and reasonably satisfactory to Landlord and its attorneys.

12.10 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, of both parties. 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.

12.11 Attorneys' Fees. The prevailing party in any litigation arising out of or in any manner relating to this Agreement shall be entitled to recover from the other party reasonable attorneys' fees and costs for all pre-litigation, trial, appellate and bankruptcy proceedings, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

12.12 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.

12.13 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 remaining provisions 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.

12.14 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 written 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.

12.15 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 Lease is in full force and effect, (b) rents payable hereunder are current, (c) there are no uncured defaults hereunder by Landlord or Tenant, 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 Lease 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.

12.16 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.

12.17 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 is 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.

12.18 Real Estate Commission. Tenant represents and warrants either that it has had no dealings with any real estate broker or leasing agent in connection with the negotiation or execution of this Lease other than Landlord's broker; or if it has had such dealings, it has paid all sums due arising out of any claims such persons might make for assisting in leasing the Premises in any capacity. In the event any broker or leasing agent other than Landlord's broker should 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.

12.19 Security Services. While Landlord may provide some security services for the Common Areas, it shall not be responsible in any way for the safety or welfare of Tenant or anyone coming on or exiting either the Premises. Tenant shall furnish all security services it deems necessary to protect the welfare of those coming on the Premises. Notwithstanding anything to the contrary contained in this Lease, Landlord shall be responsible for either the security or safety of any persons utilizing the Premises or common areas, except to the extent otherwise required by law.

12.20 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.

12.21 Discrimination Not Permitted. Landlord, for itself, its successors and assigns, and Tenant covenant and agree as a covenant running with the land that: (a) no person on the grounds of race, color, national origin, age or any other legally protected class shall be excluded from participation in, denied benefits of, or be otherwise subject to discrimination either in the use of the Premises, or in the construction of any improvements on, over or under the Premises and the furnishing of services thereon.

12.22 Non-Military Certification. Tenant hereby certifies, represents and warrants to Landlord that Tenant, if an individual, is not on active duty in the military service of the United States. Tenant shall notify Landlord in writing should Tenant go on active duty with the military service of the United States while this Lease is in effect.

12.23 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.

12.24 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.

12.25 Sovereign Immunity. Landlord 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 Landlord beyond that provided in Section 768.28, Florida Statutes. Further, nothing herein is intended as a waiver of Landlord'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, anything which might allow claims otherwise barred by sovereign immunity or operation of law. 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 Landlord related to this Lease and are not confined to tort liability.

12.26 Jury Waiver; Counterclaims. Landlord and Tenant waive trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of or in any way connected with this Lease. Tenant further waives the right to interpose any permissive counterclaim of any nature in any action to obtain possession of the Premises.

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

LANDLORD: CITY OF ORLANDO

By: _____

Mayor/Pro Tem

Print Name: _____

Signed on: _____, 2012

Attest:

Denise Aldridge, City Clerk

Witnesses:

Sign: _____

Print Name: _____

Sign: _____

Print Name: _____

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

2017.

Deleted: 2012

Assistant City Attorney
Orlando, Florida

TENANT:

Witnesses:

Sign: _____

Print Name: _____

Sign: _____

Print Name: _____

By: _____
Gloria J. Ramos

Signed on: _____, 2017

Deleted: _____

Formatted: No underline

Formatted: Underline

Deleted: 2012

H:\161\DPH\Real Estate\Leases\From City\Central Parking Garage\G Ramos Lilia's Grilled Delights\G Ramos Lilia's Grilled Delights
Lease draft 07-13-12.docx

Field Code Changed

Exhibit "A"
(Diagram of Parking Garage Showing Location of Premises)

