

**JEFFERSON PARKING GARAGE LEASE AGREEMENT  
BETWEEN  
CITY OF ORLANDO, FLORIDA  
and  
INDMEX, INC.**

**THIS LEASE** (hereinafter "Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **City of Orlando, Florida, a Florida municipal corporation**, whose address is 400 S. Orange Avenue, Orlando, FL 32801 (herein "Landlord"), and **INDMEX, Inc., a Florida corporation d/b/a Tropical Smoothie Café**, whose address is 8245 S US Hwy 17-92, Fern Park, Florida 32730 (herein "Tenant").

**RECITALS**

A. Landlord owns the Jefferson Parking Garage located near the intersection of West Washington St and North Gertrude Ave in downtown Orlando, Florida ("Garage").

B. Tenant desires to lease retail space located within the Garage from Landlord for Tenant's operation of a restaurant known as Tropical Smoothie Café serving a variety of foods and nonalcoholic beverages ("Restaurant").

C. It is the intent of the parties in entering into this Lease to encourage pedestrian traffic in the downtown Orlando area. 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.

**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 shown and outlined on **Exhibit "A"** containing approximately thirteen hundred (1,300) gross square feet, having an address of 63 West Washington Street, Orlando, FL 32801 ("Premises"), along with a right to use the Common Areas, 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.

**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.** Tenant is encouraged to enter into an agreement with the City's Parking Division to accommodate the needs of patrons and customers using the Restaurant, for parking charged at rates offered from time to time to the general public.

**1.4 Term of Lease.** The parties agree that the term of this Lease shall be for sixty (60) months commencing on July 1, 2018 (Commencement Date), and ending on June 30, 2023 (Expiration Date), unless extended or terminated as provided herein. 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. 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 the written mutual agreement of the parties for five (5) additional renewal terms of one (1) year each.

**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 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.** Beginning on July 1, 2018 ("Rent Commencement Date") and continuing throughout the term of this Lease, Tenant shall pay to the 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 of Two Thousand Two Hundred Eighty-six and 54/100 Dollars (\$2,286.54) per month (Monthly Rent), prorated to the extent necessary, beginning on the Rent Commencement Date and continuing on the first day of each and every calendar month thereafter during the first year following the Rent Commencement Date. The rental amount has been calculated based on Twenty-two and 16/100 Dollars (\$22.16) per square foot of gross square feet within the Premises. At the beginning of the second year after the Rent Commencement Date and each year thereafter, the rent will increase five percent (5%) per year over the rental rate in effect for 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 the City in its sole and absolute discretion. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this

Lease, of any type or nature, other than Monthly Rent, shall be generally known as Additional Rent. Except as otherwise provided, all Additional Rent payments are due and payable ten (10) days after delivery of an invoice and shall be collectible and otherwise enforceable on the same terms and conditions as Monthly Rent.

**2.2 Leasehold Tax.** As part of the Monthly Rent, Tenant shall pay to Landlord the prorated amount required for 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:

$$\$4500.00 \text{ (Estimated leasehold tax liability)} \div 12 \text{ months} = \$375.00 \text{ per month}$$

**2.3 Florida State Sales Tax.** As part of Monthly Rent, Tenant shall be responsible for any applicable sales and use taxes (or any excise taxes imposed in lieu thereof) 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. 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 (5<sup>th</sup>) 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 (15<sup>th</sup>) 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, 7<sup>th</sup> 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 of Six Thousand and No/100 Dollars (\$6,000.00) 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, and exterior lighting and other improvements made by Tenant, plate glass and other windows to the exterior of the Premises, including those adjacent to the Common Areas, glass and show moldings, partitions, doors, floors surfaces, fixtures, light bulbs, ballasts, furniture, 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 be solely responsible for maintaining all fixtures, including but not limited to electrical, plumbing, HVAC and other equipment and the Premises in general, in good condition and repair. Any repairs, replacements or maintenance shall be performed in a good and workmanlike manner using contractors licensed in the State of Florida approved by Landlord in its sole judgment, and materials of equal or better quality and utility to the original work.

A. Food Service Equipment. Tenant shall establish and perform preventative routine maintenance programs on its food service equipment in accordance with manufacturers' recommendations.

B. Grease Traps and Recycling. Tenant shall comply with City's Oil and Grease Management Program per Section 30.15 of the City Code. Tenant shall be responsible for the professional maintenance of the grease traps, including but not limited to removal of grease to avoid spillage, recycling of grease and pumping of grease traps in compliance with Section 30.15 of the City Code.

C. Pest Control. Tenant, at its sole expense, shall engage exterminators to control vermin and pests on at least a monthly basis. Such extermination services shall be supplied in all areas where food is prepared, dispensed or stored and in all areas where trash is collected and deliveries are made.

D. Fire Safety Equipment. Tenant shall install and maintain fire extinguishers, sprinkler systems and other fire protection devices as may be required from time to time by any agency having jurisdiction of such matters, or the insurance underwriters insuring the Garage.

E. Safety Regulations. Tenant shall comply with all Occupational Safety Health Administration ("OSHA"), Americans with Disabilities Act ("ADA"), fire and health regulations applicable to the Restaurant and Tenant's services.

F. Health & Safety Inspections. As part of its maintenance program, Tenant shall keep an up-to-date log of all requisite health, safety and other legally required inspections of the Premises, and forward to Landlord complete copies of all reports generated as a result of the inspections, within five (5) days of Tenant's receipt of each inspection report. If Tenant receives more than five (5) critical violations in any three (3) reports issued within any twelve (12) month period by a State of Florida health inspector, Landlord reserves the right to engage an independent vendor to perform quarterly compliance audits on the Restaurant, at Tenant's expense, not to exceed a cost of Twelve Hundred and No/100 Dollars (\$1,200.00) per year.

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 Garage.** Landlord shall maintain and repair the roof, building foundation, and structural integrity of the Garage and generally the Common Areas 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 and/or in the Common Areas. 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 Garage.** If at any time during the term of this Lease the 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 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 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 losses suffered by reason of any 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, loss of business, lost profits, 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 Permitted Use of Premises.** Tenant may use the Premises for the Permitted Use only, which shall be as a café operating under a Tropical Smoothie franchise offering smoothies, specialty sandwiches, wraps, salads and coffee products, doing business under Tenant's trade name of "Tropical Smoothie Cafe", in compliance with City of Orlando Land Development Code. The sale of alcoholic beverages, package or otherwise, for off-Premises consumption is prohibited. No other uses shall be permitted without the prior written consent of Landlord. Tenant shall continuously use and occupy the Premises only for the Permitted Use, in keeping with first-class standards of quality, respect, decorum, integrity, finesse, and stability. Tenant shall not use, permit or suffer the use of the Premises for any other purpose. Tenant shall conduct its business in the Premises solely under Tenant's trade name. Nothing contained in this Lease shall be construed as giving Tenant an express or implied exclusive use in the Garage, as any such provisions are for the benefit of Landlord in marketing the Garage. Tenant shall have no right to require that Landlord enforce any exclusive uses within the Garage, should Landlord elect not to do so. Tenant acknowledges however that there may be provisions in other lease agreements within the Garage, which grant exclusive use rights, and the provisions of this Lease and others for space within the Garage concerning the Permitted Uses are in the nature of restrictive covenants running with the land.

**4.2 Prohibition on Sale of Alcohol, Tobacco and Lottery Tickets.** The sale of alcoholic beverages, tobacco products and lottery tickets 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 eight (8) hours per day, five (5) days each week and four (4) hours each Saturday ("**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 Quality of Products and Service.** Tenant recognizes the quality of food and beverages sold at the Restaurant is a matter of highest concern and is the essence of this Agreement. All food and beverages sold at the Restaurant shall conform in all respects to all applicable federal, state, and county health statutes, codes, ordinances and regulations. All food and beverages offered for sale at the Restaurant shall be stored and handled with due regard for sanitation. All food products sold to individuals shall be prepared and handled so as to provide fresh, high-quality products.

**4.5 Operational Standards.** Tenant shall provide service in the Restaurant also in accordance with the following guidelines:

A. Tenant shall provide an Operating Concept, service and product quality at a level at least equal to or better than Tropical Smoothie restaurants in Orlando. For purposes of this Lease, the terms "Operating Concept" shall refer not only to the foregoing but also to Restaurant hours of operation and menus for all food and beverage service at the Restaurant complete with pricing.

B. Tenant shall accept at least two (2) major credit cards for payment of any customer charges.

C. Tenant shall post and display all menu items and prices for the Restaurant. All signs must be consistent with the graphics of the Restaurant and must be approved by Landlord. Hand written signs are not permitted.

**4.6 Personnel.**

A. If at any time Landlord finds the actions, performance, or conduct of any of Tenant's employees to be harmful or detrimental to the operation, image, or success of the Garage, then Landlord shall advise Tenant of the specific circumstances and the parties shall attempt to mutually resolve the situation. If resolution cannot be reached, Landlord may require removal of the employee from the Restaurant.

B. Tenant will maintain high standards of quality in its hiring and training practices. Tenant agrees that its employees shall be of sufficient number so as to properly conduct operations at a high standard of service quality. Tenant's employees shall maintain a high standard of grooming, uniform, and conduct. Employees of Tenant shall be neatly attired in uniforms.

**4.7 Outdoor Displays and Maintenance in Common Areas.** In conformance with this Lease and any Rules and Regulations in effect, Tenant may maintain during Business Hours an outdoor menu board display on the sidewalk immediately adjacent to the Premises; provided Tenant



obtains the appropriate sign permit in compliance with the requirements of City. Tenant shall also maintain the sidewalk adjacent to the Premises at all times in compliance with the accessibility requirements of the ADA, all applicable provisions of the Orlando City Code ("City Code") and authorizing permits.

#### **4.8 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 any other part of the 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 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 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 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 Garage or as a part thereof. Any permitted use by Tenant of the name of the Garage during the term of this Lease shall not permit Tenant to use, and Tenant shall not use the name of the 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 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 Garage.

L. No use of the Premises shall be offensive to the neighborhood or the 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 Tenant Improvements.** At its sole cost and expense and only after the prior written approval of Landlord, Tenant may make such improvements, alterations, remodeling, renovations, repairs, or additions ("Tenant Improvements") to the Premises as necessary for the utilization of the

Premises for the purposes described in Article 4 hereof. Unless otherwise agreed to by the parties, Tenant shall be solely responsible for the payment for all Tenant Improvements, including, but not limited to, design and construction costs, permit and impact fees and furniture, fixtures and equipment. Prior to commencing construction of Tenant Improvements, Tenant shall submit two (2) sets of plans and specifications of the proposed Tenant Improvements to Tenant's Real Estate Division Manager. The Real Estate Division Manager shall have twenty business (20) days from receipt of the plans and specifications to either approve, deny or request changes to the plans, and the failure to do so within such time period shall constitute approval of the plans. Landlord's review (and approval or denial) of such plans is based upon its ownership of the Premises and this Lease, and not in its capacity as a governmental or regulatory body. In addition to any of the other requirements of the Lease, Tenant shall also submit all required documents, drawings, plans, specifications, etc., to, and obtain all required license(s), permit(s), and approval(s), from the appropriate governmental or regulatory authority having jurisdiction thereof, including, but not limited to, the City of Orlando acting in its governmental or regulatory capacity, as necessary for the construction and operation of Tenant's business authorized as a Permitted Use on the Premises. Tenant shall not commence construction of the Tenant Improvements until receiving all required approvals. Failure to continuously, substantially and expeditiously construct the Tenant Improvements for a period in excess of ten (10) days shall be a default under this Lease at Landlord's election.

**5.2 Removal of Tenant Improvements.** Any Tenant Improvements, which constitute fixtures or whose removal would cause damage to the Premises shall remain a part of the Premises at Lease termination, and become the property of Landlord, at Landlord's election, with no compensation due to Tenant. If Landlord consents to the removal of any Tenant Improvements, Tenant shall repair all damage caused by the removal, to Landlord's satisfaction, in its sole discretion. In the alternative, at Landlord's request, Tenant shall remove any or all such improvements as directed by Landlord, prior to expiration of the Term and deliver the Premises to Landlord in "broom-clean" restored and repaired condition and as otherwise required in this Lease.

**5.3 Personal Property, Furniture, Equipment and Fixture Removal.** Tenant may furnish and install, at its sole cost and expense, any personal property, furniture, and equipment reasonably necessary for the operation of Tenant's business (PPF & E). Tenant shall keep the PPF&E in good condition and repair, normal wear and tear excepted. The PPF & E shall remain the property of Tenant, and at the expiration or earlier termination of the Lease, Tenant shall remove the PPF & E from the Premises and repair any damage to the Premises resulting from such removal. All equipment, which is affixed to the Premises, including, but not limited to, walk-in refrigeration and hood ventilation systems, shall remain on the Premises and become the property of Landlord upon the expiration or termination of the Lease, at Landlord's election. Any PPF & E whether or not affixed to the Premises, which are not removed on or before the Termination Date, shall be considered abandoned and automatically become the property of Landlord, at Landlord's election. All fixtures and equipment in the nature of fixtures, which cannot be removed without damage to the Premises, whether or not owned by Tenant, shall remain on the Premises, as Landlord's property upon the expiration or termination of the Lease, at Landlord's election, or in the alternative Tenant shall remove them in accordance with written instructions from Landlord.

Tenant agrees that it shall not remove any PPF&E during any time while in default under the terms of this Lease and that such removal shall be a material breach of this Lease. If not

in default Tenant may remove PPF&E from time to time during the term of this Lease, provided that such removal will not cause damage to the Premises.

Tenant shall give at least ten (10) business-days' notice to Landlord prior to removal of any PPF&E, which may cause damage to the Premises. Tenant's failure to comply with the notice requirement, coupled with subsequent removal of any property, which causes damage to the Premises, shall be a material default in this Lease. Landlord shall have ten (10) business days after receipt of Tenant's notice to advise Tenant if an additional security deposit shall be required. If Landlord does not respond within the stated time, no additional security deposit shall be required. If a reasonable additional security deposit is required and Tenant fails to pay within ten (10) business days of demand, such property shall be conclusively deemed to have become fixtures and part of the Premises at Landlord's election and Tenant shall not thereafter attempt to remove it. Upon removal of any PPF & E accompanied by attendant damage, Tenant shall repair to Landlord's satisfaction, any damage within thirty (30) days.

**5.4 Signs, Store Front.** 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 approval a sketch of Tenant's proposed sign rendering drawn to scale. Since the Garage is public property owned by Landlord, political campaign signs are prohibited on the Premises pursuant to Section 64.252, City Code. All signs shall be kept in good condition and in proper operating order at all times.

## **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 Garage. Excluded from the Common Areas shall be the Premises, and the premises and any limited common areas of other tenants within the Garage. The Common Areas shall be for the general non-exclusive use of Landlord, Tenant and other tenants in the 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 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 Garage.

**6.3 Common Area 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 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 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, he 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, in accordance with the requirements 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.

**8.5 Damages Waiver.** It is specifically agreed and understood that neither party will be responsible to the other for any indirect, special, incidental, exemplary, punitive or consequential loss or damage whatsoever (including lost profits, loss of use and opportunity costs, arising out of this Lease or anything done in connection herewith. Further, there shall be no recovery of any such indirect, special, incidental, exemplary, punitive or consequential loss or damage whether based on a claim brought or made in contract or in tort (including negligence and strict liability), under any warranty, or otherwise. In no event shall this waiver limit the protections afforded by any indemnification provisions contained in this Agreement.

## **ARTICLE 9. TERMINATION FOR CONVENIENCE**

This Lease may be terminated by either party for convenience or any other or no reason, upon sixty (60) 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 condemner, 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 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: Indmex, INC  
Alfredo Manzano  
8245 S US Hwy 17-92  
Fern Park, Florida 32730

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

and

Parking Division Manager  
City of Orlando

Scott Zollars  
Orlando, Florida 32801  
Phone No. 407-246-3857  
Emergency No. 407-246-3857  
Email Address: scott.zollars@cityoforlando.net

**12.4 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.

**12.5 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.

**12.6 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.

**12.7 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.

**12.8 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.

**12.9 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.

**12.10 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.

**12.11 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.

**12.12 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.

**12.13 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.

**12.14 Estoppel Certificates.** Within twenty (20) days after request in writing by either party, the other party will furnish a written statement as to whether (a) the Lease is in full force and effect, (b) rents payable hereunder are current, and (c) there are uncured defaults hereunder by Landlord or Tenant, as applicable.

**12.15 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.

**12.16 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.

**12.17 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.

**12.18 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.

**12.19 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.

**12.20 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.

**12.21 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.

**12.22 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.

**12.23 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.

**12.24 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.

**12.25 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.

**12.26 Venue/Controlling Law.** The location for the settlement of any disputes arising out of this Lease shall be Orange County, Florida. This Lease shall be interpreted according to the laws of the state of Florida.

**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).**



**LANDLORD: CITY OF ORLANDO**

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

Mayor/Pro Tem

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

Signed on: \_\_\_\_\_, 2018

Attest:

By: \_\_\_\_\_  
Denise Aldridge, City Clerk

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

\_\_\_\_\_ 2018.

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

**TENANT:**

**INDMEX, INC. a Florida corporation**

By: \_\_\_\_\_  
Alfredo Manzano, President

Witnesses:

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

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

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

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

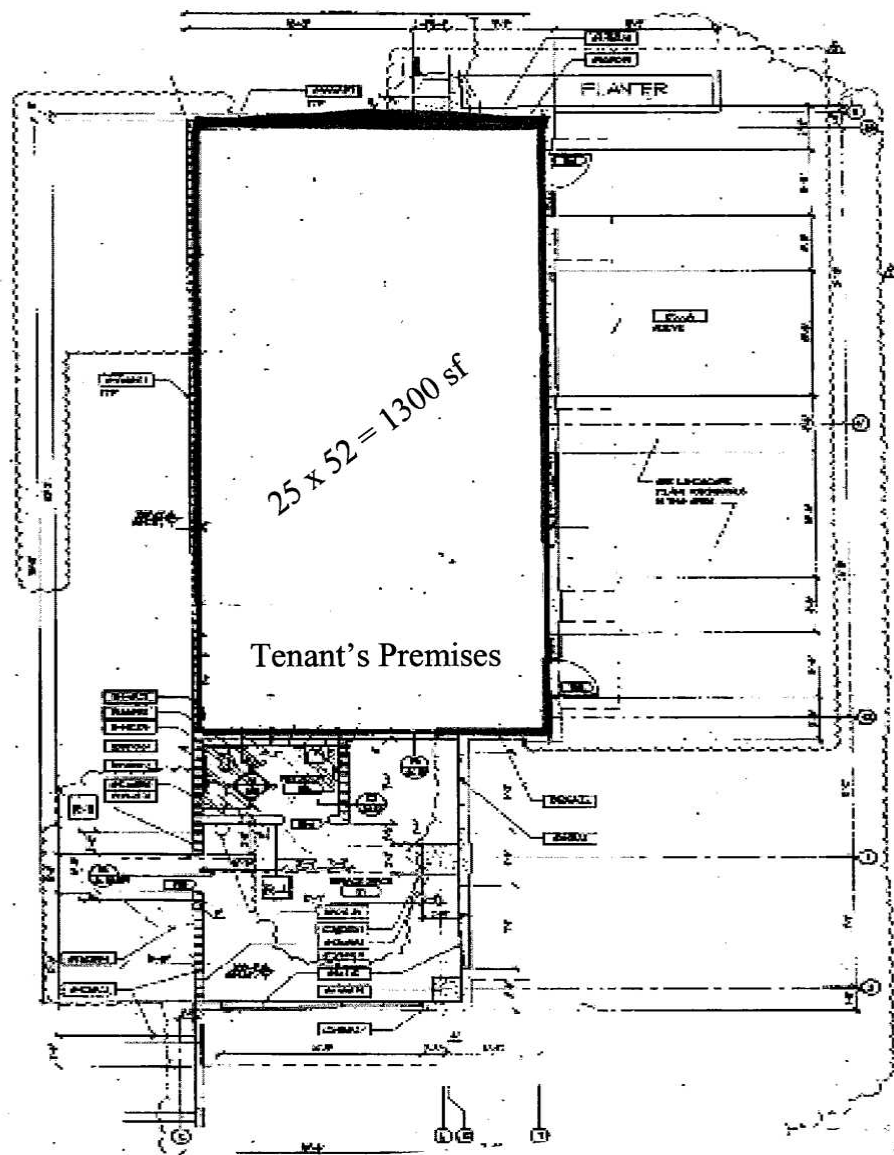
STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ as the \_\_\_\_\_ for \_\_\_\_\_. S/he is  
personally known to me or has produced a valid \_\_\_\_\_ Driver's License as identification.

\_\_\_\_\_  
Notary Public:  
Commission Expires:  
(SEAL)

# Exhibit A



GROUND LEVEL ENLARGED REFERENCE/DIMENSION FLOOR PLAN - FUTURE RETAIL



NORTH

**Exhibit "B"**  
**LEASE GUARANTY**

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

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

Landlord(s): City of Orlando.

Tenant(s): Indmex, Inc., a Florida corporation

Property: 63 West Washington Street, Orlando, FL 32801.

Commencement Date: July 1, 2018

Initial Expiration Date: June 30, 2023.

Monthly Rent: \$2,286.54, plus annual increases and other amounts due under the Lease.

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

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

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

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

the termination of Tenant's right of possession thereunder as a result of a Tenant "Event of Default" under the Lease, and that Guarantor shall (except as may be otherwise agreed in writing by Landlord) continue to guarantee the Guaranteed Obligations as contemplated hereunder if any other third party becomes "Tenant" under the Lease, as a result of an Event of Default under the Lease by Tenant. In any such event, Guarantor shall execute any such documentation ratifying or confirming Guarantor's obligations hereunder, including a new guaranty in the same form as this Guaranty, as Landlord may reasonably require.

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

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

obligations to the Landlord with respect to the Guaranteed Obligations have been discharged in full, any and all rights of subrogation which Guarantor may have or be entitled to against Tenant shall be and are hereby subordinated to the rights of the Landlord against Tenant with respect thereto.

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

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

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

9. Notices. Any notices given to Guarantor or Landlord hereunder shall be given in the manner set forth in Section 11.5 of the Lease, but to the respective addresses set forth beneath the parties' signatures below or at such other addresses as the parties may hereafter designate in writing from time to time.

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

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

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

\_\_\_\_\_, 2018.  
Guarantor's Signature                      Date  
Alfredo Manzano