

CITY BEAUTIFUL CAFÉ.
LEASE AGREEMENT FOR CITY HALL RESTAURANT

This Lease Agreement is made and entered into to be effective as of the ___ day of _____, 2023, by and between **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (City) and **CITY BEAUTIFUL CAFÉ, LLC**, a Florida limited liability company (“CBC”).

RECITALS

A. City owns and operates Orlando City Hall located at 400 South Orange Avenue, Orlando, Florida 32801 (“City Hall”).

B. City and CBC have agreed to the terms and conditions of a lease for certain space located on the first floor of City Hall for use as a restaurant (“Restaurant”).

C. The Restaurant will occupy space in which a café previously conducted business, which underwent extensive renovations prior to opening for business.

D. CBC is experienced in the creation and operation of restaurants in the Central Florida Area and so is a qualified food-service provider able to operate the Restaurant providing quality food and service at reasonable prices.

E. Although CBC has operated its existing restaurant, Bem Bom, as a Mexican and Portuguese style restaurant, CBC will modify that approach to provide a wider range of breakfast and lunch choices.

F. City and CBC will enter into a lease (“Lease”) of the Premises on the terms and conditions set forth herein.

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

1. **Recitals.** The foregoing Recitals are true, correct and are incorporated into and made a part of this Lease as if fully set forth herein.

2. **Definitions.** The following terms shall have the meanings provided when capitalized in this Lease, except where the context requires to the contrary:

A. “Business Commencement Date” shall mean the final date by which CBC shall open for business as described in **Section 6**.

B. "Commencement Date" shall mean the date on which the Lease commences as set forth in **Section 4**.

C. "City Event of Default" shall mean as set forth in **Section 29. C**.

D. "City's PPF&E" shall mean that portion of the City's existing furniture, fixtures and equipment on the Premises, which CBC elects to retain for use in its business on the Premises.

E. "City's Right to Terminate Lease for Convenience" shall mean the City's right to terminate the Lease as provided in **Section 11** hereof.

F. "Expiration Date" shall mean the date the Lease is set to expire listed in **Section 4**.

G. "Gross Sales" shall mean as contained in **Section 9.F**.

H. "Initial Rent Credit" shall mean as contained in **Section 9.C**.

I. "Intended Use" shall mean as set forth in **Section 7**.

J. "Lease" shall mean this Lease.

K. "Lease Year" shall mean each one-year period beginning on the Commencement Date and continuing throughout the Term and all renewals or extensions thereof.

L. "Minimum Business Hours" shall mean as set forth in **Section 13**.

M. "Monthly Base Rent" shall mean that kind of rent described in **Section 9.A**.

N. "Monthly Percentage Rent" shall mean that kind of rent described in **Section 9.B**.

O. "Monthly Statement of Gross Sales" shall mean as set forth in **Section 9.G**.

P. "Net Reimbursement Amount" shall mean as set forth in **Section 11**.

Q. "Past Due Rate" shall mean eighteen percent (18%) interest or the highest rate allowed by law, whichever is less.

R. "Premises" shall mean the real property described in **Section 3**.

S. “Rent” shall mean collectively any and all forms of rent to be paid under this Lease including Monthly Base Rent, Monthly Percentage Rent and Additional Rent.

T. “Rent Credits” shall mean the Initial Rent Credits, Subsequent Rent Credits and the amount CBC would have had to, but was not required to pay as Rent during the period beginning on the Commencement Date and ending on the first day of the thirteenth week thereafter.

U. “Rent Commencement Date” shall mean October 1, 2023, as further described in **Section 9.A**

V. “Subsequent Rent Credits” shall mean as described in **Section 9.D**.

W. “Term” shall mean as set forth in **Section 4**.

X. “Transfer” shall mean as set forth in **Section 41**.

Y. “CBC Event of Default” shall mean as set forth in **Section 29.A**.

Z. “CBC’s PPF& E and Improvements” shall mean the furniture, fixtures, equipment (excluding smallwares) and leasehold improvements CBC provides for use in the Premises as further defined in **Section 9.C**.

AA. “CBC’s Protected Property” shall mean all items that are indicative of CBC’s trademarked business as further described in **Section 14**.

3. Premises. City hereby leases the Premises to CBC, and CBC leases the Premises from City. CBC agrees to abide by all terms and conditions of the Lease as tenant in the Premises, which is located on the ground floor of City Hall, consisting of approximately one thousand nine hundred twelve (1,912) square feet more or less, and also an area for storing supplies located in the tunnel connecting City Hall to the City Hall loading dock, all as more particularly described and shown in **Exhibit “A”**, attached hereto and incorporated herein by reference (“Premises”), along with a right of ingress/egress to and from the Premises. An outdoor seating area adjacent to the Premises and a storage area in the basement of City Hall shall be available for CBC’s use; however, the outdoor seating area and storage area shall not be part of the Premises.

4. Term of Lease. The term of this Lease shall begin on May 1, 2023 (“Commencement Date”) and end on April 30, 2028 (“Expiration Date”). TIME IS OF THE ESSENCE. The time period between the Commencement Date and the Expiration Date is sometimes herein referred to as the “Term”. To the extent authorized in this Lease the Term may be extended or terminated by such things as the City’s Right to Terminate Lease For Convenience described in **Section 11**.

5. Renewal of Lease. Provided CBC is not in breach or default of the Lease (beyond any applicable cure or grace period, CBC shall have the option to renew the Lease for two (2) additional two (2) year periods upon terms mutually agreeable to the parties. If the parties agree to exercise option, CBC shall be entitled to exclusive possession of the Premises for a total of nine (9) years.

6. Business Commencement Date. Until ready to open for business, CBC shall proceed with all deliberate speed without interruption to obtain the permits and licenses necessary to repair and/or remodel existing improvements and install any needed new equipment. CBC covenants to open for business by no later than August 1, 2023 (“Business Commencement Date”). The Business Commencement Date may be extended only upon City’s written approval; to be determined in its reasonable discretion upon a showing CBC has been continuously and diligently proceeding with construction in the Premises.

7. Intended Use of Premises. CBC shall use the Premises solely for the operation of a restaurant for the sale of food and non-alcoholic beverages. CBC agrees to provide breakfast and lunch, including hot food items, each day City Hall is open for business. CBC also agrees to provide a weekly lunch special, combination meals (combo meal), quick serve and grab and go options. CBC's menu is attached hereto as **Exhibit “B”**. Upon the written approval of City, which may be withheld in its sole and absolute discretion, CBC may change its menu and pricing from time to time.

- a. CBC agrees to provide a wide variety of high quality food products, including, but not limited to, freshly prepared entrees and side dishes, soups, salads, and fresh fruits and vegetables, and CBC agrees to provide a variety of beverage products, available for refill at no cost or reduced cost, including, but not limited to coffee, tea and soft drinks.
- b. For meals at both breakfast and lunch, CBC will provide a number of selections for “budget-minded” patrons, and those desiring “healthy choice” meals.
 - i. CBC agrees to provide at least two (2) Budget-minded selections priced \$7.00 or less for breakfast, which may be a single menu item such as a breakfast sandwich or a combination of an entrée and side, and CBC agrees to provide at least two (2) selections priced \$10.00 or less for lunch, which may include a single menu item such as a sandwich, or an entrée and side, or combo meal.

- ii. Healthy Choice meals shall include a combo meal, entrée and side, or a salad. Health Choice meals shall be less than 600 calories for breakfast and less than 1,000 calories for lunch. CBC shall make reasonable efforts to adhere to health and wellness recommendations as may be proposed by the City's Health Administrator, Dietician, Wellness Coordinator or other designated official from time to time.

CBC may also provide catering services for events within City Hall and at other locations. CBC shall operate and maintain the Premises and restaurant business in a manner comparable to other food service facilities located in "Class 'A'" commercial office buildings in Orlando, Florida. In addition to the Premises, during Business Hours CBC shall have non-exclusive use and shall maintain in a clean manner the adjacent outdoor seating areas for the use of its customers and other persons. Seating areas both within the Premises and outdoors shall be open for use by Restaurant patrons as well as those who are not customers. The foregoing described services to be provided are sometimes herein collectively referred to as the "Intended Use".

8. Improvements & Equipment.

A. City Approval of Plans for Renovations and Equipment. CBC may make renovations to the Premises prior to opening for business, as well as install some new restaurant equipment. CBC shall be solely responsible for payment for all such items, including design and construction costs, permits and impact fees, if any. CBC shall submit to City's Real Estate Division Manager one (1) set of plans and specifications of the proposed present and any future improvements or renovations (the "Plans"), as well as a detailed descriptive list of any new equipment it will use in the Premises.

The Real Estate Division Manager shall have twenty (20) business days from receipt of the Plans and equipment list to approve, deny or request changes, which approval shall not be unreasonably withheld, conditioned or delayed. The review (and approval or denial) of the Plans and equipment list pursuant to this section, are based upon City's ownership of the Premises and this Lease, and shall not be deemed to have been made in City's capacity as a governmental or regulatory body. CBC 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, including, but not limited to the City acting in its governmental capacity.

B. Cooperation with City. CBC agrees to consult with the City's Public Arts Coordinator to coordinate any construction or remodeling of the Premises, and to the greatest degree possible, limit any impact upon the adjacent Art Gallery area.

C. Warranty. CBC shall hire a Florida licensed general contractor to construct any renovations or other improvements and shall require the contractor to provide a warranty that all work will be free of defects and non-conformities for a one (1) year period from the date of substantial completion.

D. No Liens Against City Property. CBC acknowledges that under Florida law, City property including but not limited to the Premises is not subject to Florida’s Construction Lien Law. CBC agrees to provide written notice to its general contractor and all subcontractors that no one can place a construction lien against the Premises and such parties should protect their interests in the work by other appropriate means.

9. Rent. CBC shall pay Rent and related charges to the extent and in the manner described as follows:

A. Monthly Base Rent. Beginning on October 1, 2023, the Rent Commencement Date, CBC shall pay in advance to City Monthly Base Rent, without prior demand and without deduction or set-off, continuing thereafter for so long as this Lease is in effect, except as otherwise provided herein for Rent Credits. **TIME IS OF THE ESSENCE.**

Monthly Base Rent shall be One Thousand and 61/100 Dollars (\$1,000.61) per month, calculated as \$6.28 per square foot for one thousand nine hundred twelve (1,912) square feet, until the first anniversary of the Commencement Date. CBC shall include with each payment of Monthly Base Rent, the applicable Leasehold Tax and Florida State Sales Tax as provided in **Section 12**. On the first anniversary of the Commencement Date and on each anniversary of the Commencement Date thereafter while this Lease is in effect, not including any renewal terms, Monthly Base Rent will increase three percent (3%) over the Monthly Base Rent charged during the preceding month.

B. Monthly Percentage Rent. In addition to Monthly Base Rent, CBC shall pay to City percentage rent each month in the amount of three percent (3%) of the Gross Sales for that month, but subject to the additional restrictions provided herein. Percentage rent to be paid each month shall be owed only if the calculated payment exceeds the amount due for Monthly Base Rent that month. If the calculation of Monthly Percentage Rent would result in a payment owed of less than the amount to be paid for Monthly Base Rent, no percentage rent will be due. If the calculated amount for percentage rent for any month exceeds the Monthly Base Rent owed for that month, Monthly Base Rent and Monthly Percentage Rent shall be due for that month. Monthly Percentage Rent shall be calculated by first deducting the amount due for Monthly Base Rent for the net amount due for Monthly Percentage Rent for that month. The foregoing percentage rent shall be calculated monthly as provided in this Section and all sums derived in this manner shall be referred to herein as “Monthly Percentage Rent”.

Monthly Percentage Rent shall be paid to City no later than twenty (20) days after the end of the calendar month for which Monthly Percentage Rent is due. **TIME IS OF THE ESSENCE.** Along with Monthly Percentage Rent, CBC shall deliver to City the Monthly Statement of Gross Sales and monthly sales tax report in accordance with **Section 9.G.** below.

C. Rent Credits for Initial CBC's PPF&E and Improvements. City shall provide an Initial Rent Credit for CBC's PPF&E and Improvements, which shall mean those items meeting all of the following requirements:

- a. CBC has installed or brought on the Premises such items for use in the operation of the Restaurant;
- b. They are part of the furniture, fixtures, equipment (excluding smallwares) or leasehold improvements;
- c. They were City-approved prior to installation or bringing the items onto the Premises; and
- d. Documentation has been provided evidencing the incorporation or use of the items on the Premises, including not limited to, copies of receipts, paid invoices, etc. satisfactory to City for substantiating the charges:

With respect to CBC's PPF&E and Improvements installed or brought on the Premises prior to the Business Commencement Date, City shall provide a credit against Rent, calculated in the manner provided herein ("Initial Rent Credit"). The Initial Rent Credit shall be calculated based upon a percentage of the cost of CBC's PPF&E and Improvements (excluding sales tax). The Initial Rent Credit shall be twenty-five percent (25%) of the cost of CBC's PPF&E and Improvements, but for purposes of calculating the Initial Rent Credit the total amount City shall be required to pay for CBC's PPF&E and Improvements shall never exceed Twenty Thousand and No/100 Dollars (\$20,000).

CBC shall inspect and operate the City's PPF&E and determine whether it is good working order. As to any equipment which is in need of repair, CBC shall present a list of equipment failing the test within ten (10) days after the Commencement Date. CBC shall repair all such items in its discretion. City shall provide a credit against rent, in the manner of an Initial Rent Credit, as calculated above. Thereafter CBC shall be solely responsible for the use and care of all City PPF&E during the term of the Lease and any extensions thereof.

D. Rent Credits for Subsequent CBC's PPF&E and Improvements. For CBC's PPF&E and Improvements installed or brought on the Premises **subsequent to** the Business Commencement Date, City shall provide from time to time at CBC's request rent credits calculated

in the manner set forth herein (“Subsequent Rent Credits”). The Subsequent Rent Credits CBC shall receive shall be twenty-five percent (25%) of the cost of the CBC’s PPF&E and Improvements (excluding sales tax) incorporated into or brought on the Premises subsequent to the Business Commencement Date. The cost of each item for which a Subsequent Rent Credit is requested must also each exceed One Thousand and No/100 Dollars (\$1,000.00).

All CBC’s PPF&E and Improvements for which CBC receives either an Initial Rent Credit or Subsequent Rent Credits shall remain on the Premises and become the property of City on the Expiration Date or earlier termination of the Lease.

E. Rent Commencement Date Adjustment. In the event CBC fails to open by no later than the Business Commencement Date and City terminates the Lease as a result thereof, for purposes of computation of the final Rent amount due under the Lease, the Rent Commencement Date shall be the date on which the Commencement Date occurred.

F. Gross Sales. "Gross Sales" shall mean the total amount of payments received by CBC, whether in cash or credit, for food, beverage, merchandise sold or other services provided on or from the Premises, excluding sales tax, employee and complimentary meals for marketing purposes, and tips or service charges actually paid to employees. It shall include sales orders secured, received or delivered on or from the Premises whether or not such order is filled or delivered elsewhere.

G. Monthly Statement of Gross Sales. Commencing no later than twenty (20) days after the first full calendar month after the Rent Commencement Date, CBC shall include with the payment of Monthly Percentage Rent a certificate provided by the chief financial officer of CBC setting forth (i) the amount of Gross Sales made from the Premises during the preceding calendar month, (ii) all sales tax paid by CBC for the preceding month, (iii) the type and amount of exclusions from Gross Sales taken in accordance with **Section 9. F.** above, (iv) the aggregate amount of Gross Sales made during the Lease Year, including the previous month; and (v) the total Monthly Percentage Rent due for such month (“Monthly Statement of Gross Sales”). For those months when Monthly Percentage Rent is not due, CBC shall still provide City with a Monthly Statement of Gross Sales at the same time it would otherwise be due. At the same time CBC shall also submit to City a copy of the monthly sales tax report submitted by CBC to the Florida Department of Revenue. **TIME IS OF THE ESSENCE.**

H. Monthly Percentage Rent Confirmation. CBC shall utilize, or cause to be utilized, an accounting system for the Premises in accordance with its usual and customary practices, and in accordance with generally accepted accounting principles that will accurately record all data necessary to compute Monthly Percentage Rent. CBC shall retain, for at least four (4) years after the expiration of each Lease Year, reasonably adequate records conforming to such accounting system showing all data necessary to compute Monthly Percentage Rent for the applicable period.

City, at its expense (except as provided herein below), shall have the right from time to time, upon prior written notice to CBC, by its accountants or representatives to audit the information that formed the basis for the data set forth in any certificate required in **Section 9.G.** and, in connection with such audits, to examine all CBC's records (including supporting data and sales and excise tax returns) reasonably required to verify Monthly Percentage Rent, subject to any prohibitions or limitations on disclosure of any such data as may be allowed by law.

If any audit discloses a deficiency in the payment of Monthly Percentage Rent, and either CBC agrees with the result of such audit or the matter is otherwise determined or compromised, CBC shall forthwith pay to City the amount of the deficiency, as finally agreed or determined, together with interest at the Past Due Rate from the date when the payment should have been made to the date of payment.

As to any audit commenced more than two (2) years after the date Monthly Percentage Rent for a period reported by CBC to City, the deficiency, if any, with respect to such Monthly Percentage Rent shall bear interest at the Past Due Rate only from the date such determination of deficiency is made unless such deficiency is the result of gross negligence or willful misconduct on the part of CBC, in which case interest at the Past Due Rate will accrue from the date such payment should have been made to the date of payment thereof. If any audit discloses that the Monthly Percentage Rent actually due from CBC for any CBC Fiscal Year exceeds those reported by CBC by more than three percent (3%) percent, CBC shall pay the cost of the audit and examination. Any audits performed shall cover no more than a consecutive two (2) year period. Any proprietary information obtained by City pursuant to the provisions of this Section shall be treated as confidential to the extent allowed by law, except that the information may be used, subject to appropriate confidentiality safeguards, in any litigation between the parties and except further that City may disclose the information to prospective lenders or as required to comply with applicable law, including without limitation, reporting requirements under state and federal securities laws. The obligations of CBC contained in this Section shall survive the expiration or earlier termination of this Lease.

I. Additional Rent. Unless otherwise expressly provided, all monetary obligations of CBC to City under this Lease, of any type or nature, other than Monthly Base Rent and Monthly Percentage Rent, shall be denominated as additional rent ("Additional Rent"). Except as otherwise provided herein, all Additional Rent is due and payable ten (10) days after delivery of an invoice. TIME IS OF THE ESSENCE.

J. Rent Payments. All rental payments shall be made payable to City of Orlando and mailed or hand-delivered to the Real Estate Division Manager, City of Orlando, 7th floor, City Hall, 400 S. Orange Avenue, Orlando, Florida 32801.

K. Late Payments. If any Monthly Base Rent or Monthly Percentage Rent payments

are not received within five (5) days of the due date each month, a late charge of five percent (5%) of the payment owed shall be imposed. Any late charges coming due under this paragraph shall be added to and paid with the next payment of Monthly Base Rent. Any other late payments shall bear interest from the date owed to the date payment is received at the Past Due Rate. TIME IS OF THE ESSENCE.

L. Returned Check Fee. If any check for payment made to City is returned for insufficient funds, in addition to any other right or remedy available to City, CBC shall pay City a returned-check fee of Forty Dollars (\$40.00) to reimburse City for the costs and expenses associated with the returned check.

10. Security Deposit. A Security Deposit shall be required and receipt thereof is acknowledged in the amount of Four Thousand and No/100 Dollars (\$4,000.00). This Security Deposit shall be held by City as security for the performance of all obligations of CBC under this Lease. While City holds the Security Deposit, City shall have no obligation to pay interest thereon, unless required to do so by Florida law, and shall have the right to commingle the Security Deposit with City's other funds. City shall have thirty (30) days after such time when it should be paid, to return the Security Deposit or notify CBC of City'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 CBC to City, or of CBC'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, City may retain such portion of the Security Deposit as City believes in the exercise of City's good faith judgment is an appropriate reserve against such future liability of CBC and return only the balance of the deposit pending the final determination and payment of all amounts owed by CBC to City.

City shall have the right from time to time without prejudice to any other remedy City may have on account thereof to apply the Security Deposit, or any part thereof, to City's damages arising from any default on the part of CBC. If any portion of the Security Deposit is so used, applied, or retained, CBC will, within ten (10) days after written demand, deposit cash with City in an amount sufficient to restore the Security Deposit to its original amount. In no event shall City be obligated to apply the Security Deposit. CBC 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 City's damages or a payment of liquidated damages or a payment of the Rent due for the last month of the Term. City shall have the same rights and remedies for the nonpayment by CBC of any amounts due on account of the Security Deposit as City has hereunder for the failure of CBC to pay Rent.

11. City's Right to Terminate Lease for Convenience. Notwithstanding anything to the contrary otherwise stated in this Lease, City, for its convenience and any or no reason, may upon sixty (60) calendar days prior written notice to CBC terminate this Lease, without liability to CBC,

the same as if the termination date contained in the notice were the final Expiration Date of this Lease.

Should City terminate this Lease for convenience and the Termination Date is within the first two (2) years after the Commencement Date, City shall pay CBC for the CBC's PPF&E and Improvements to the extent provided herein. For purposes of this Lease, "Termination Date" shall mean the final date by which CBC must vacate the Premises, after City has sent a notice of termination to CBC.

From the total documented cost of the CBC's PPF&E and Improvements shall be subtracted all Rent Credits previously granted CBC. The number derived shall then be multiplied by the fraction the numerator of which shall be the number of months remaining between the Termination Date and the end of the second year following the Commencement Date, and the denominator of which shall be twenty (24), the total number of months in the two-year period. (Only if the Termination Date falls on or prior to the fifteenth (15th) day of the month shall the entire month shall be included in determining the numerator.) Notwithstanding anything to the contrary herein, the total amount City shall pay to CBC for exercising the right to terminate the Lease for convenience shall never exceed Twenty-four Thousand and No/100 Dollars (\$24,000). The amount owed, after applying such a formula, is herein referred to as the "Net Reimbursement Amount".

Payment of the Net Reimbursement Amount shall be made within one hundred eighty (180) days of City's receipt of sufficient verifiable documentation evidencing CBC's payment of the cost of the CBC's PPF&E and Improvements, or final vacation of the Premises, whichever comes later.

If this Lease is terminated for City's convenience more than two (2) years after the Commencement Date, City shall not be obligated to provide any reimbursement for the CBC's PPF&E and Improvements.

12. Taxes.

A. Leasehold Tax. In addition to the Rent, CBC shall also pay to City 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 Base Rent in the amount shown below and held in a separate account by City for payment of CBC's tax obligation at such time prescribed by the Orange County Tax Collector. The amount collected is an estimate of the taxes owed by CBC and is subject to adjustment based upon the actual Leasehold Tax due. In the event the amount of Leasehold Tax paid by the CBC to City exceeds the actual tax liability, the excess tax paid by CBC may be refunded to CBC or retained for the succeeding year tax

liability, whichever is deemed appropriate exclusively by City. In the event the amount of Leasehold Tax paid by CBC to City is less than the actual tax liability, CBC shall pay the balance due to City no later than ten (10) calendar days from CBC's receipt of written notice from City 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:

\$8,100.00 (Estimated leasehold tax liability) x 12 months = \$675.00 per month

B. Florida State Sales Tax. CBC shall be responsible for the payment of any applicable sales and use taxes (or any excise taxes imposed in lieu thereof) which may now or hereafter be levied by the State of Florida or any other governmental unit on all payments due under this Lease that may be classified as rent by such taxing authorities. The taxes shall be paid by CBC to City at the same time that Rent payments are to be made. The current State of Florida sales tax in Orange County is 6%.

13. Business Hours. CBC shall operate the Restaurant serving breakfast, lunch, and snacks at a minimum between the hours of 7:00 a. m. and 3:00 p. m., each regular business day(s) that City Hall is open ("Minimum Business Hours"). In order to verify that this time period is appropriate from a commercial standpoint, the parties shall evaluate whether business hours in the afternoon should be shortened. If needed, the appropriate times when the Restaurant should be open shall be re-determined in the reasonable discretion of the parties. The Restaurant shall be closed on Sundays and days that City Hall is closed. The typical days/holidays that City Hall is closed are set forth on **Exhibit "C"** attached hereto.

14. Personal Property, Furniture, Fixtures and Equipment. That portion of City's existing furniture, fixtures and equipment on the Premises, which CBC elects to use in its business is herein identified as "City's PPF & E". CBC may use City's PPF & E free of charge. CBC shall maintain and return City's PPF & E in similar working order at the expiration or termination of the Lease, normal wear and tear excepted.

CBC's PPF & E and Improvements shall remain the property of CBC during the term of the Lease, but none of it shall be removed except with City's written consent. Any items removed shall promptly be replaced with comparable kind and quality. At the expiration or earlier termination of the Lease, all CBC's PPF& E and Improvements shall belong to City, without further compensation to CBC and shall remain with the Premises, except for compensation to be paid to the extent provided in the event of a City Termination for Convenience in **Section 11**. CBC may remove only its smallware, furniture and decorations not permanently affixed to the Premises and items belonging to unrelated vendors loaned to CBC for use on the Premises.

Some of CBC's PPF&E may contain CBC's trademark or service marks ("CBC's Protected Property") CBC shall be entitled, at its expense, to "de-identify" CBC's Protected

Property as CBC reasonably believes necessary or appropriate for the protection of its intellectual property, provided CBC shall repair any damage to that property and the Premises, caused by such actions. In no event shall the trademark/service mark removal process damage or incapacitate the property other than cosmetically and such damages shall be kept to a minimum.

15. Repairs and Maintenance.

A. City shall be responsible for the repair and maintenance of City Hall outside of the Premises and the grounds and landscaping surrounding the Premises.

B. CBC shall be responsible for the cleaning, repair, and maintenance of the interior of the Premises, including, but not limited to, walls, interior paint, wall coverings, ceilings, doors, faucets, fixtures, interior lighting, carpet/tile/flooring, furniture, appliances, hood system and food and beverage equipment grease traps and all other restaurant-related equipment, including all exterior exhaust fans. CBC shall maintain such items and the Premises in a good, safe and sanitary condition throughout the term of the Lease, normal wear and tear excepted. CBC shall implement and abide by a maintenance schedule for the floor and carpeting within the Premises, which shall be substantially the same as City's maintenance program for other flooring in the area adjacent to the Premises. CBC shall use reasonable efforts to minimize food odors from entering other areas and offices within City Hall. CBC shall provide sufficient exhaust fans and equipment as City reasonably determines are needed to insure cooking odors do not enter other areas within City Hall.

C. CBC shall establish and perform preventative routine maintenance programs on its food service equipment in accordance with manufacturers' recommendations. In addition, CBC shall provide, install and maintain fire extinguishers, and other fire protection devices as may be required from time to time by any agency having jurisdiction of such matters, and the insurance underwriters insuring the building. As part of the maintenance program, CBC shall keep an up-to-date log of all requisite health, safety and other legally required inspections of the Premises, and forward to City complete copies of all reports generated as a result of the inspections, within five (5) days of CBC's receipt of each inspection report.

16. Surrender of Premises. Upon the expiration or termination of this Lease, CBC shall surrender the Premises to City broom clean and otherwise in good condition, reasonable wear and tear excepted. Except to the extent provided in **Section 14** hereof, CBC'S PPF&E may not be removed at the end of the Term. CBC may remove such items only after it has satisfied all of its other obligations set forth in this Lease. In the alternative, at its election in its sole and absolute discretion, City may require CBC at CBC's expense to remove any items City so elects within ten (10) days after the Expiration Date or earlier termination of the Lease.

17. Holding Over. Any holding over by CBC after expiration or earlier termination of this Lease shall be treated as a tenancy at sufferance at one hundred fifty percent (150%) the Monthly Base and Percentage Rents with no cap on Percentage Rent, prorated on a daily basis, and shall otherwise be on the terms and conditions set forth in this Lease, so far as applicable.

18. City Inspection. City shall be entitled to inspect the Premises and all improvements located thereon every three months upon not less than twenty-four (24) hours notice (except no such notice shall be required in the event of an emergency) and provide CBC with a written list of items requiring repair by CBC. City may conduct any such inspections and may make other inspections as City determines at other times upon twenty-four (24) prior notice. CBC shall have thirty (30) days from its receipt of the list to repair all items on the list, unless the nature of the repair is such that it cannot be accomplished within thirty (30) days, in which case CBC shall be allowed a reasonable period of time to make the repairs, provided CBC promptly and diligently proceeds to complete any necessary work. The failure of CBC to repair the items within such time period shall be a violation of this Lease. If CBC fails after thirty (30) days written notice (or such shorter period as may be required in an emergency) to proceed with due diligence to perform any maintenance and make any repairs required by City, City may elect to perform or make any of the aforementioned repairs, replacements or maintenance and charge CBC. Any repairs, replacements or maintenance shall be performed in a good and workmanlike manner using contractors licensed in the State of Florida approved by City in its sole judgment. All materials utilized shall be of equal or better quality than the original work. The failure of City to provide a list of repairs to CBC shall not relieve CBC of its maintenance and repair obligations.

19. Utilities. City shall arrange and pay for the cost of all utilities provided to the Premises, including, but not limited to, water, gas, electricity, telephone (one line) and refuse collection service. One (1) phone line shall be provided for local calls only with a City prefix of (246), which currently is 407-246-0161. Any long distance charges shall be the responsibility of CBC. While City has generally available WIFI in City Hall, service may not be adequate to address the needs of CBC and its customers. In that event CBC will install and pay for such services.

CBC will cooperate with the City on any energy-saving efforts in an attempt to reduce the cost of utilities.

20. Janitorial Service. CBC shall provide janitorial service to the Premises on a regular basis at its sole expense. At least twice each day, CBC shall police the Premises and outdoor seating areas to remove all trash and other debris, which shall be placed in City's designated dumpsters. In addition, CBC shall keep the tables, chairs, umbrellas and floor of the eating areas (inside and outside) in a good and clean condition during Business Hours. Currently when CBC opens for business each day, it shall set up the table umbrellas and wipe down the tables in the outside seating area adjacent to the Premises. At the end of the business day CBC shall not be

required to close the umbrellas, but shall police the area. At no charge to City, the scope of CBC's responsibilities for the outdoor seating area may change from time to time as reasonably determined by City.

21. Pest Control. CBC, at its sole expense, shall engage exterminators to control vermin and pests on a monthly basis. 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.

22. Grease Traps, Trash and Recycling. CBC shall comply with City's Oil and Grease Management Program per Section 30.15 of the Orlando City Code (Code). CBC shall be responsible for the professional removal of grease to avoid spillage and for grease recycling. Grease traps shall be provided and pumped at CBC's sole cost and expense, all in compliance with Section 30.15 of the Code. On a daily basis CBC will provide separate recycling containers for clean paper/plastic/aluminum and shall ferry recyclables to the loading dock collection bins. Likewise, all trash shall be deposited in proper containers on the loading dock.

23. Signage. CBC may install appropriate signage within the Premises to identify the Restaurant. City shall retain the right to approve CBC's naming of the Restaurant. All signage is subject to the sign regulations of City and the Downtown Development Board (DDB) (if applicable). Since the Premises is public property owned by City, political campaign signs are prohibited on the Premises pursuant to Section 64.252 of the Code. CBC may post approved signage in the City Hall Rotunda in a location approved by the Real Estate Division Manager, as well as on the pedestrian bridge on the second floor entrance to City Hall. CBC shall not place signage within the patio and park area adjacent to the Premises (City Commons Plaza). In addition, CBC shall provide appropriate signage indicating menu selections along with prices, in a manner as to be clearly visible to restaurant patrons.

24. Catering. City and/or the general public may sponsor events at City Hall. These events may be catered by CBC or by other outside food service providers. Likewise, the general public may, from time to time, have similar catered events at various locations within City Hall catered by CBC or other outside food service providers. CBC may not operate vending machines in or around the Premises.

25. Parking. This Lease does not grant parking rights or spaces for CBC's use within any adjacent City Parking Garage, but rather in order to meet CBC's parking needs, CBC shall be solely responsible for negotiating a separate agreement with the City Commons Garage Parking Administrator. In addition, CBC may address its parking needs in other convenient parking facilities.

26. Staffing.

A. CBC shall adequately staff the Restaurant at all times to handle customer demand efficiently. If at any time City finds the actions, performance, or conduct of any CBC employees to be harmful or detrimental to the operation, image, or success of City Hall, City shall advise CBC of the specific circumstances, and the parties shall attempt to mutually resolve the situation. If resolution cannot be reached, City may require the permanent removal of any employee from the Premises, whose performance is unacceptable in City's sole and absolute discretion.

B. CBC will maintain high standards of quality in its hiring and training practices. CBC employees shall maintain a high standard of grooming and conduct. Employees of CBC shall be neatly attired in uniforms.

C. Since the Premises is located within City Hall, a governmental building, certain security measures must necessarily be required to insure the safety of the general public beyond that which might otherwise be needed. All potential employees of CBC who will work on the Premises must be approved by the Real Estate Division Manager prior to employment. At its sole expense CBC shall complete a criminal background check and screening of every new employee by a nationally recognized company providing such services. Upon completion of the criminal background check, CBC shall provide the results and all other information CBC has obtained to City's Real Estate Division Manager for review and approval. City shall also have the right to conduct its own criminal background check and any other kind of investigation as City deems appropriate in its sole and absolute discretion. From each potential employee, CBC shall obtain such written consents to City's investigation as City may require. After receipt of each criminal background check and the consent to City's investigation and review of other employment application information, City shall have ten (10) days within which to make a determination whether to approve the employment. CBC shall maintain a file containing copies of all such background checks, screenings and other employment information. Within five (5) days of City's making any request, CBC shall allow City access thereto and provide City copies thereof.

27. Courtesy to the Public and Security of Premises. In all circumstances, CBC shall exercise and require its owners, employees and agents to exercise courtesy and consideration in their relations with the public as befitting a "Class 'A'" commercial office building. City shall notify CBC of any specific circumstances where its owners, employees or agents have failed to fulfill this requirement and upon its receipt of such notification CBC shall take the appropriate action. If a second incident occurs involving the same owner, employee or agent not exercising courtesy with the public, City shall have the right to direct CBC to remove from the Premises such owner, employee or agent of CBC. CBC also recognizes that security of the Premises is essential to the safety of the City Hall. For this reason the Real Estate Division Manager shall also have the absolute right to direct CBC to remove any employee from the Premises immediately upon notification and without any needed justification from City, which City believes is a security threat to the safety of City Hall. CBC shall observe all City security rules and regulations with respect

to the Premises, including but not limited to, restricting access to the Premises to the extent reasonably necessary as to food and services deliveries. CBC shall use its side doors for all deliveries, restricting use of the back door of the Premises to employees only to (1) enter and exit the building, (2) take out the trash, but at no other time except (3) when there is an emergency.

28. Management Duties. CBC recognizes that the affordability and the quality of items sold and services performed at the Restaurant is a matter of highest concern to City. CBC shall serve high-quality products and provide a standard of service and quality comparable to other Restaurant establishments in the Orlando area and shall use commercially reasonable efforts to provide affordable options on its overall menu. All food, beverages, snacks, and other items sold or offered for sale at the Premises shall conform in all respects to all applicable federal, state, county and city health statutes, codes, ordinances, and regulations. All products offered for sale in the Premises shall be stored and handled with due regard for sanitation. All food products sold shall be prepared and handled to provide fresh, high quality products. CBC shall be responsible for keeping the Premises free of trash and debris, and all equipment, including but not limited to the chairs and tables located in both the interior and exterior dining areas, in good, clean, safe working order. The Premises is located above City facilities housing public records; therefore, extra care must be taken to assure that all plumbing and grease traps facilities are well maintained to guard against leakage and spillage, which might damage or destroy important documents and improvements. CBC shall immediately clean up any spills. CBC shall observe and obey all rules and regulations applicable to City Hall, which may change from time to time with regard to the care, operation, maintenance and protection of the Restaurant.

29. Default.

A. CBC Events of Default. The occurrence of one or more of the following by CBC shall constitute a CBC Event of Default under this Lease:

- (1) Failure to pay Monthly Base Rent and Monthly Percentage Rent within ten (10) days after their due dates, without notice from City;
- (2) Failure to make any other payment, including but not limited to Additional Rent, required of CBC hereunder, within fifteen (15) days after written notice that it is due;
- (3) Failure to conduct business during all Minimum Business Hours not including holidays and closures for reasonable periods of time necessary for repairs or to make alterations and/or renovations to the Premises.
- (4) Failure to perform any other covenant contained herein on its part to be observed, for fifteen (15) days after receipt of written notice from City to CBC

of such breach; provided, however, that if the nature of CBC's noncompliance is such that more than fifteen (15) days are reasonably required for its cure, CBC shall not be deemed to be in default if CBC commenced such cure within the fifteen (15) day period and thereafter diligently pursued such cure to completion within forty-five (45) days after transmittal of the notice of default;

- (5) Vacation or abandonment of the Premises including any failure to occupy the Premises for a continuous period of five (5) consecutive Business Days or more, whether or not the Rent is paid, or
- (6) Being made (i) a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto [unless, in the case of a petition filed against CBC, and the same is not dismissed within sixty (60) days], (ii) having a trustee or receiver appointed to take possession of substantially all of CBC's assets located at the Premises or of CBC's interest in this Lease, where possession is not restored to CBC 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.

B. Default Remedies Against CBC. In the event CBC fails to cure a CBC Event of Default within any applicable time period, without further notice City may elect to take any one or more of the following actions:

- (1) Terminate this Lease and enter into the Premises, or any part thereof, pursuant to and in accordance with applicable law and expel CBC, or any person occupying the same, and repossess and enjoy the Premises;
- (2) Enter into possession of the Premises as agent of CBC 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, CBC shall be responsible for no more than the balance then due, should a balance exist, plus all City's fees, costs and expenses in taking such actions;
- (3) Declare the entire balance of the rent due and payable forthwith and maintain a distress proceeding, chattel lien foreclosure proceeding, or other proceeding for the recovery of the rent due and have in aid thereof, with or without notice, the appointment of a receiver, issuance of a writ of injunction, or such other remedies as may be necessary to secure the relief sought; and
- (4) Exercise in addition to the foregoing, any and all other rights and remedies available according to the laws of the State of Florida.

C. City Events of Default. It shall be a “City Event Of Default” should City fail to perform any material covenant contained herein on its part to be observed, for fifteen (15) days after receipt of written notice from CBC of such breach; provided, however, if the nature of City’s noncompliance is such that more than fifteen (15) days are reasonably required for its cure, City shall not be deemed to be in default if City commenced such cure immediately and thereafter diligently pursues such cure to completion within forty-five (45) days after transmittal of the notice of default.

D. Default Remedies against City. Should City fail to cure a City Event of Default within any applicable time period, without further notice CBC may elect to take either of the following actions:

- (1) Terminate this Lease and vacate the Premises, which shall be completed in the same manner as if the Term had expired on the date of CBC’s notice of termination provided to City; or
- (2) File an action for specific performance of this Lease

No other remedies shall be available against City for a City Event of Default or termination of this Lease.

30. Indemnification. CBC shall indemnify, defend, save and hold harmless City, its elected and appointed officials, officers, agents, councils, departments, boards, employees, successors and assigns (herein referred to as “Indemnified Parties”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (herein referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of CBC or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to CBC’s occupancy and use of the Premises. It is the specific intention of the parties that the Indemnified Parties shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnified Parties, be indemnified by CBC from and against any and all claims.

31. Insurance

A. CBC, at its own expense, shall keep in force and at all times maintain during the term of this Lease the following types and amounts of insurance:

1. Commercial General Liability Insurance:

Commercial General Liability, including Fire Legal Liability Insurance with limits of not less than Two (2) Million Dollars (\$2,000,000.00) combined single limit per occurrence, for Bodily Injury (BI) and Property Damage (PD).

2. Workers' Compensation/Employer Liability Insurance:

Full and complete Workers' Compensation Coverage as required by State of Florida law.

3. Property Insurance:

Replacement Cost coverage for all property owned or entrusted to CBC including any and all improvements made to the Premises.

B. City shall be named as an additional insured on each policy required hereunder, except worker's compensation.

C. CBC shall provide City with Certificate(s) of Insurance on all the policies of insurance and renewals thereof on an annual basis in a form(s) reasonably acceptable to City.

D. City reserves the right to modify any aspect of the insurance requirements, including the addition of new types of coverage, as the result of reasonable and prudent risk management review of the activities upon or associated with the Premises.

E. City shall be notified 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 such action.

F. 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, who are licensed and authorized to do business under the laws of the State of Florida.

G. City may waive or amend the insurance coverage requirements contained herein.

H. City is a Florida municipal corporation whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of City beyond that provided in Section 768.28, Florida Statutes. Further, nothing herein is intended as a waiver of City's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything

which might allow claims otherwise barred by sovereign immunity or operation of law. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall City be liable to CBC (or any person or entity claiming under or through CBC) under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits set forth in Section 768.28 of the Florida Statutes which limits shall be applicable to all manner of claims against City related to this Agreement.

32. Compliance with Laws, Rules and Regulations

A. CBC shall comply with all applicable present and future federal, state, and local laws, ordinances, rules, and regulations relating to the operation of a restaurant pursuant to this Lease, including, but not limited to, Health Department regulations, the Florida Building Code (FBC), the Americans With Disabilities Act (ADA), rules posted within City Hall regarding the use thereof, City Code, City Policies and Procedures and state beverage laws. In addition, CBC shall, at its expense, obtain and maintain in its name all licenses and permits required for the operation of a restaurant. The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be CBC's responsibility.

B. City shall comply with all applicable laws, rules and regulations imposed upon it as the owner of the Premises.

C. This Lease is contingent upon CBC's obtaining all certificates, permits, and other approvals that may be required by any federal, state, or local authority for any renovations of the Premises and the operation of the Restaurant. The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be CBC's responsibility.

D. CBC shall comply with section 137.2 of the Landlord's Policies and Procedures Manual (P & P) prohibiting the sale or disbursement of "Single-use products" [polystyrene (Styrofoam), plastic straws, and plastic bags] on City of Orlando property. A copy of section 137.2 of the P & P is attached hereto as **Exhibit "D"** and made a part hereof.

33. Damage or Destruction of Premises.

A. If the Premises or any portion thereof is destroyed or damaged by fire, water damage, or other casualty, so as to materially hinder effective use of the Premises as a restaurant, then CBC may elect to either (1) repair or reconstruct the Premises at its sole cost and expense to substantially the same condition as existed prior to the damage or destruction (excluding structural elements, which shall be the City's responsibility, or (2) terminate this Lease by giving thirty (30) days written notice to City.

B. In the event CBC elects to repair or replace the Premises (either using the insurance proceeds from its Property Insurance coverage or at its own expense), then it shall do so in a manner that restores the Premises to the same condition it was in prior to such damage or destruction. In addition, any repair or reconstruction is subject to the approval of City which approval shall not be unreasonably withheld, conditioned or delayed. Upon such repair or reconstruction of the Premises by CBC, CBC shall be entitled to an abatement of Rent due during the reconstruction period not to exceed one hundred eighty (180) calendar days. In the event of such repair or reconstruction, City shall retain title to the Premises as repaired or reconstructed.

C. In the event CBC elects to terminate the Lease, then it shall promptly remove the CBC's PPF&E from the Premises to the extent permitted in this Lease. Upon such termination of the Lease, CBC shall be entitled to reimbursement of any prepaid Rent on a monthly pro-rata basis. If CBC chooses not to repair or reconstruct the Restaurant, then City, as an additional insured, shall retain all insurance proceeds payable as a result of such damage or destruction under policies required by **Section 31** of this Lease.

D. City shall have no obligation to repair any damage to the Premises that materially hinders effective use of the Premises as a restaurant.

34. Condemnation. In the event the Premises is taken by eminent domain, this Lease shall automatically terminate as of the date title to the Premises vests in the condemning authority. In the event of any taking under the power of eminent domain, CBC shall not be entitled to any portion of the award paid for the taking by the governing authority and City shall receive the full amount of such award. CBC hereby expressly waives any right or claim to any portion thereof and all damages, whether awarded, as compensation for diminution in value of any improvements to the Premises or the Premises itself shall belong to City. City will inform CBC of the commencement of eminent domain proceedings by any governmental authority.

35. Advertising/Promotion/Marketing. CBC shall not use City's name or logo in advertising or promoting the restaurant without City's prior, written consent; provided however, CBC may use the name and location of City Hall in such advertising without City's prior consent for location identification purposes only. CBC shall be responsible for providing, at its sole expense, reasonable marketing and advertising of its services to employees of City and to other appropriate locations. CBC will accept major credit cards and provide the necessary equipment to process credit card payments at its sole expense.

36. Rewards Program. CBC shall endeavor to establish a rewards program for customer loyalty at the Premises, which shall be similar to its reward program, if any, at other restaurants operated by CBC.

37. Books and Records. CBC shall maintain an original set of books and records of sales, revenues, receipts, fixed assets, and inventory regarding operations at the Premises, all in accordance with generally accepted accounting principles. Such books and records shall be of the type customarily used in this type of operation. CBC shall, on reasonable demand, make available to City all records, books of account and statements (which records shall include all sales tax reports) maintained with respect to its restaurant operations at the Premises. City shall have the right to audit CBC's Books and Records at City's sole expense, except to the extent otherwise provided herein, by City's internal audit department or auditors selected by City.

38. Prohibition against Encumbrance. CBC shall not encumber by mortgage or otherwise CBC's interest in the Premises or this Lease.

39. Estoppel Certificate. Either party shall at any time and from time to time upon not less than twenty (20) days prior request by the other party deliver to the requesting party a statement in writing certifying whether (a) the Lease is in full force or has been modified (if there have been modifications, that the Lease is in full force as modified and identifying the modifications); (b) Rent and other charges have been paid to the current date and if not, the amount of Rent past due and the dates on which the rents were due; and (c) the party requesting the Estoppel Certificate is in default under any provisions of the Lease.

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

If to City, to:

Real Estate Management Division
City of Orlando
400 S. Orange Avenue 7th FL
Orlando, Florida 32801
Phone No. 407.246.2655
Email: orlandorealestate@orlando.gov

With a copy to:

City Clerk
City of Orlando
400 S. Orange Avenue
Orlando, Florida 32801

If to CBC, to:
City Beautiful Café, LLC
Attention: Albert Campofiore, President
1579 Lake Baldwin Lane
Orlando, FL 32814
Phone No. 407.452.2161
Email: aj.campofiore@gmail.com

41. Assignment and Subletting. Neither CBC nor CBC's neither legal representatives nor successors in interest by operation of law or otherwise may effectuate a Transfer of this Lease, without City's written consent, which may be withheld, conditioned or delayed in City's sole discretion. In no instance may CBC sublease the Premises.

For purposes of this Lease, "Transfer" shall mean assign in whole or in part this Lease or allow to occur a change of control of the Restaurant including but limited to how it is operated or any of the following: (a) an assignment or sublease of this Lease; (b) any transfer of control of CBC, which shall be defined as any issuance or transfer of stock in any corporate tenant or subtenant or any interest in any noncorporation 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 fifty percent (50%) or more of CBC's stock or equity interests shall be vested in one or more parties who are not stockholders or interest holders as of the 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 Commencement Date, however accomplished, and whether in a single transaction or in a series of related or unrelated transactions. In other words, for example if an aggregate of forty-nine percent (49%) of the stock or equity interest in or control of CBC is transferred to someone who is not an owner on the Commencement Date and thereafter in a separate transaction one percent (1%) is transferred to someone who was not an owner on the Commencement Date, that one percent (1%) transfer would be a "Transfer" thereby requiring Landlord's consent, which may be withheld in its sole and absolute discretion. The joint and several liability of CBC and any successor in interest of CBC (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.

City's prior written consent is required should CBC desire to transfer or assign this Lease and/or transfer up to one hundred percent (100%) of the membership interests of CBC including

but not limited to any of the following: (i) any subsidiary, parent, affiliate, or corporation controlled by or under common control with CBC; or (ii) any legal entity that is the successor, by merger, consolidation, sale of membership interests, liquidation or otherwise, to all or substantially all of the assets of the CBC, CBC's parent company and/or CBC's affiliates. City's consent may be withheld, conditioned or delayed in City's sole discretion. City's consent shall be based upon the following: 1. City's determination that the proposed transferee has the financial ability to meet CBC's obligations and responsibilities under this Lease; 2. the proposed transferee has the background and expertise to operate the restaurant business on the Premises to the same or greater level of competence as CBC provided prior to the transfer; and 3. whether the proposed transferee and its controlling manager have ever been in control of a restaurant business that closed for financial reasons, health department orders, whether temporary or permanent, or similar matters.

City's consent to a Transfer shall not relieve CBC from the obligation to obtain City's consent to any subsequent Transfer. Further, in no event shall any entity which became a transferee with the City's permission, be permitted to make what amounts to a Transfer thereafter without City's consent. The joint and several liability of CBC and any successor in interest of CBC (by assignment or otherwise) under this Lease shall not in any way be affected by any agreement that modifies the rights or obligations of the parties under this Lease or any waiver of, or failure to enforce, any obligation under this Lease. If CBC requests City to consent to a Transfer, CBC shall pay to City, 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), along with an administrative fee of Seven Hundred Fifty and No/100 Dollars (\$750.00). CBC shall also reimburse City for City's reasonable attorneys' fees and costs associated with City's consideration of the Transfer. The administrative fee plus attorneys' fees and costs shall be due and owing whether or not the request to approve the transaction is finally granted. **Any Transfer in violation of this Section shall be void.**

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

43. Liens. CBC shall insure that no liens or claims of liens are recorded against either the Premises or CBC's leasehold interest therein, and the recording of a lien or claim of lien, unless removed within thirty (30) days of filing by payment or transfer to a bond, shall be a default by CBC of this Lease, at City's election.

44. Radon. Radon is a naturally occurring radioactive gas that, when 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 the county public health unit.

45. Unlawful Discrimination. CBC, for itself, its successors and assigns, covenants and agrees: (a) no person on the grounds of race, color, national origin, age or any other legally protected class shall be excluded from the furnishing or receipt of services, participation in, denial of benefits or be otherwise subject to discrimination in the use of the Premises. In the construction of any improvements on, over or under the Premises, no person on the grounds of race, color, national origin or any other legally protected class shall be excluded from participation therein.

46. 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.

47. Authority. Each signatory to this Lease on behalf of the party for whom it is executing this Lease represents and warrants to all other signatories and parties executing this Lease that such signatory is duly authorized to execute and deliver this Lease on behalf of such entity and that no other person or organization is required to join in or sign this Lease, in order to bind the party on whose behalf such person(s) signs this document. If requested by any party, the requested party agrees to deliver to all others evidence of such authority satisfactory to all others. Each party represents and warrants to the other that the execution and performance of this Lease by each party has been duly authorized by all applicable laws and regulations and all necessary corporate/company action, and this Lease constitutes the valid and binding obligation of such party, enforceable in accordance with its terms.

48. Counterparts. This Lease may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, and such counterparts together shall constitute one and the same instrument.

49. Construction of Agreement. Whenever the context of this Lease so requires or admits, words in the neuter gender include the masculine and the feminine; and singular; the word "person" includes a corporation, partnership, or unincorporated association as well as a natural person. The fact that a party may be deemed to have drafted or structured any provision hereof shall not be considered in construing the particular provision either in favor of or against such party.

50. Waiver. Failure on the part of either City or CBC 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 CBC is dependent upon notice to be given within a specified period. Further, no waiver at any time of any of the provisions hereof by City or CBC 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 CBC, or acceptance by City, of a lesser amount than shall be due from CBC to City shall be treated otherwise than as a payment on account. The acceptance by City of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and City may accept such check without prejudice to any other rights or remedies which City may have against CBC.

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

52. 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 between the parties.

53. Binding Effect. Except as otherwise expressly provided, the terms hereof shall be binding upon and inure to the benefit of the successors and assigns, respectively, of City and CBC. Reference to “successors and assigns” of CBC is not intended to constitute City's consent to a Transfer, but has reference only to those instances in which City may give consent to a Transfer.

54. Real Estate Commission. City and CBC represent and warrant to each other that they have had no dealings with any real estate broker or leasing agent in connection with the negotiation or execution of this Lease other than the City's Real Estate Division Manager (“City's Broker). City represents and warrants that the City Broker will not be seeking a commission in this transaction. If, however, either party has had such dealings with a real estate broker or agent, it has paid all sums due arising out of any claims such persons might make for assisting in leasing the Premises in any capacity.

55. Attorneys' Fees, Expenses and Other Costs. The prevailing party in any dispute arising out of or in any manner relating to this Lease 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 enforceable whether or not such action is prosecuted to judgment.

56. Section Titles, Interpretation. The titles to the sections contained in this Lease are for convenience and reference only.

57. Recording. CBC agrees not to record this Lease in the Public Records of Orange County, FL, but each party agrees, on the request of the other, to execute a declaration or memorandum of this Lease in recordable form in compliance with applicable law and reasonably satisfactory to City and its attorneys.

58. Venue. This Lease shall be construed in accordance with the laws of the State of Florida. The location for the settlement of any disputes arising out of this Lease shall be Orange County, Florida.

59. Jury Waiver; Counterclaims. CBC and City 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. CBC further waives the right to interpose any permissive counterclaim of any nature in any action to obtain possession of the Premises.

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

This Lease has been executed by the parties as of the dates set forth below.

CITY OF ORLANDO

By: _____
Mayor/Pro Tem
Print Name. _____

Attest:

By: _____

B
y: _____

Stephanie
Herdocia, City Clerk

—

Executed on _____, 2023

Witnesses:

(1) Sign:

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

_____, 2023.

Print Name:

Assistant City Attorney

(2) Sign:

Print Name: -

CITY BEAUTIFUL CAFÉ, a Florida Limited
Liability Company

By: _____

Print Name: _____

Title: _____

Executed: _____, 2023

Witnesses:

(1) Sign: _____

Print Name: _____

(2) Sign: _____

Print Name: _____

EXHIBIT A
Premises

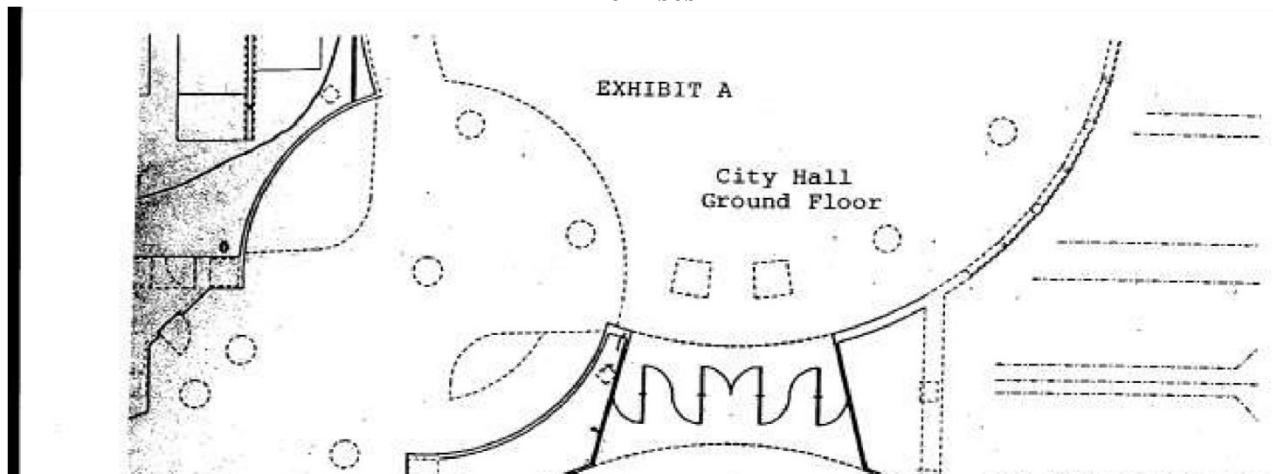


EXHIBIT B
Menu

THE CITY BEAUTIFUL CAFÉ BREAKFAST MENU

BREAKFAST "SAMMYS"

EGG & CHEESE - \$5.50
Three fried eggs & cheese on a
toasted buttered roll

**"HAMMY SAMMY" -
\$6.50**
Three fried eggs, baked
Virginia ham & cheese on a
toasted buttered roll

THE "B.E.C." - \$6.50
Three fried eggs, bacon &
cheese on a toasted buttered
roll

"CALI STYLE" - \$6.50
Two fried eggs topped with
smashed avocado, onion, olive
oil and mont jack cheese on a
toasted roll

"SAUS BOSS" - \$6.50
Sausage patty topped with
three fried eggs & cheese on a
buttered toasted roll

THE CITY BEAUTIFUL CAFÉ LUNCH MENU

SANDWICHES & WRAPS

BUFFALO CHICKEN WRAP - \$10.50

Grilled or fried chicken tenderloins tossed in buffalo sauce, topped with lettuce, pico, cheese & ranch dressing with a bag of chips
- add fries for \$2

CHICKEN SALAD WRAP - \$9.50

Fresh made grilled chicken, red onion, celery, lettuce and mayo in a flour tortilla with a bag of

TURKEY CLUB - \$11

Toasted sourdough bread with oven roasted turkey, lettuce, sliced tomato, bacon & mayo with a bag of chips
- add fries for \$2

THE C.B.C. PHILLY - \$12.50

Steak or chicken sautéed with onions, peppers, mushrooms "wit" house made queso on a toasted sub roll with a side of fries

AVOCADO CLUB - \$11

Toasted French bread with thick avocado slices, lettuce, sliced tomato, cucumber & cheese with a bag of chips
- add fries for \$2

JUST A B.L.T. - \$8.50

Just a good old Bacon, Lettuce & Tomato on toasted French bread with mayo and a side of fries

BURGERS & SLIDERS

TASTY SMASH - \$13.50

8oz fresh ground, grilled "smashed" burger on a toasted pretzel bun topped with sliced cheese, pico, caramelized onions and burger sauce served with a side of fries (can be made Impossible style)
.. add bacon or fried egg \$2

NO MEAT HERE - \$12.50

Grilled veggie burger topped with cheese, lettuce, pico, burger sauce on a toasted brioche roll served with fries
.. add avocado slices \$3

BBQ PORK SLIDERS - \$11.50

Three pulled pork sliders in a house made bbq sauce served with fries

ITALIAN STYLE TURKEY BURGER - \$13

Italian seasoned ground turkey patty topped with mozzarella cheese, balsamic peppers, spinach, tomato jam on a toasted brioche roll served with fries

PULLED CHICKEN SLIDERS - \$9.50

Three pulled chicken & onion sliders topped with pico served with fries

TOSTA MISTA SLIDERS - \$11

Three honey ham & cheese sliders with a touch of chipotle mayo served with fries

EXHIBIT C
Observed Holidays – City Hall is Closed

Holiday	Observed Day	Observed Date
New Year's Day	Changes Annually	January 1
Martin Luther King, Jr. Day	Monday	Changes Annually
Memorial Day	Monday	Changes Annually
Independence Day	Changes Annually	July 4
Labor Day	Monday	September 1
Thanksgiving	Thursday	Changes Annually
Day after Thanksgiving	Friday	Changes Annually
Christmas Eve	Changes Annually	December 24
Christmas	Changes Annually	December 25

EXHIBIT D
Single-use products Policy

137.2 SUBJECT: SINGLE-USE PRODUCTS ON CITY PROPERTY

:1 OBJECTIVE:

To advance the environmental sustainability of Orlando by reducing the use of polystyrene products and single-use plastics on City property and encouraging biodegradable, compostable, recyclable, and reusable alternatives.

:2 AUTHORITY:

This policy was adopted by City Council on June 3, 2019.

:3 DIRECTION:

The Director of Sustainability, as an appointed official, serves at the pleasure of the Mayor and is supervised by and receives direction from the Chief Administrative Officer.

:4 METHOD OF OPERATION:

A. Definitions.

1. "Biodegradable materials" are manufactured products made entirely from natural materials, like uncoated paper or plant fibers, that will undergo a natural process of deterioration.
2. "City contractor" is a food service related contractor, vendor, concessionaire, or lessee of the City.
3. "City permittee" is any person or entity issued a special event permit or temporary use permit by the City for a special event or temporary use on City property.
4. "City property" includes land or facilities owned, operated or managed by the City, and public rights-of-way within the jurisdictional boundaries of the City of Orlando.
5. "Compostable materials" are manufactured products made from paper, wood, or vegetable-derived plastics.
6. "Plastic" is a synthetic material derived from petroleum or a biologically-based source.
7. "Plastic bag" is a bag provided to a customer, typically at the point of sale or distribution, for the purpose of transporting food service related items, and is made predominantly of nonwoven, flexible plastic that is less than 10 mils thick.

8. "Plastic straw" is a tube intended for transferring a beverage from its container to the mouth of the drinker, or for mixing a beverage in its container, which is made predominantly of plastic.
9. "Polystyrene," commonly known as "Styrofoam," is a synthetic polymer made from the styrene monomer.
10. "Polystyrene products" are disposable food service articles including protective packaging, containers, cups and lids.
11. "Recyclable materials" are raw or processed materials that can be recovered or diverted from the nonhazardous waste stream to be reused or repurposed into another item which may otherwise be produced using raw or virgin materials. For purposes of this policy, recyclable materials include glass, aluminum, or plastics made from polyethylene terephthalate (PET, #1) or high-density polyethylene (HDPE, #2).
12. "Reusable materials" are manufactured products that are durable, washable items, often not discarded and can be used multiple times.
13. "Single-use products" are food service related products that are designed to be used only once in the same form and then disposed of or destroyed. For purposes of this policy, single-use products are polystyrene products, plastic straws, and plastic bags, as defined herein.

B. Policy.

Single-use products may not be sold or disbursed on City property by City contractors or permittees, unless authorized by the Chief Administrative Officer, Chief Financial Officer, Chief Venues Officer, or designee. The use of biodegradable, compostable, recyclable, and reusable materials is encouraged.

In recognition of the needs of customers with disabilities, plastic straws may be provided upon request.

C. General Guidelines.

Applicable contracts and permits shall include a provision that single-use products may not be sold or disbursed on City property as provided in this policy.

The City may revoke or cancel any permit for non-compliance with this policy, and may use past non-compliance as grounds for not renewing or re-issuing a permit. Where applicable under the terms of a contract, the City may pursue appropriate contractual remedies for non-compliance with this policy,

including termination and/or preclusion or debarment from future City contracts.

This policy only applies to new contracts solicited or entered into, and permits granted, after its effective date.

D. Exemptions.

1. Single-use products used for pre-packaged food that have been filled and sealed prior to receipt by the City contractor or permittee, or for packaging unwrapped food items, such as raw meat, poultry and fish.
2. Single-use products used by a City permittee for events or facility rentals attended by 100 people or less.

:5 FORMS:

None.

:6 COMMITTEE RESPONSIBILITIES:

None.

:7 REFERENCE:

Chapter 15, Orlando City Code; Green Works Orlando Community Action Plan; Green Works Municipal Operations Sustainability Plan.

:8 EFFECTIVE DATE:

This policy is effective beginning October 1, 2019.