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COLONIAL PROMENADE SHOPPING CENTER

RETAIL  
LEASE AGREEMENT

between

GREATER ORLANDO AVIATION AUTHORITY

("Landlord")

and

EMPORIUM 7, LLC

("Tenant")

## TABLE OF CONTENTS

1.	INTRODUCTORY PROVISIONS .....	4
2.	DEMISED PREMISES .....	5
3.	TERM AND POSSESSION .....	5
4.	LANDLORD'S WORK .....	5
5.	TENANT'S WORK .....	6
6.	USE OF PREMISES; OPENING COVENANT AND COVENANT OF CONTINUOUS OPERATION .....	7
7.	RENT .....	8
8.	SECURITY DEPOSIT .....	8
9.	TENANT'S PROPORTIONATE SHARE .....	9
10.	ADDITIONAL RENT .....	9
11.	COMMON AREA AND FACILITIES .....	9
12.	PUBLIC UTILITIES .....	10
13.	TAXES .....	10
14.	INSURANCE .....	11
15.	REPAIRS .....	11
16.	TENANT'S RIGHT TO MAKE ALTERATIONS .....	12
17.	COVENANTS OF TENANT .....	12
18.	SIGNS .....	13
19.	RIGHTS OF LANDLORD .....	13
20.	DAMAGE TO PREMISES .....	14
21.	INDEMNIFICATION, PUBLIC LIABILITY INSURANCE OTHER INSURANCE .....	14
22.	TRADE FIXTURES .....	16
23.	ASSIGNING, MORTGAGING, SUBLETTING .....	16
24.	EVENTS OF DEFAULT .....	16
25.	RIGHTS OF LANDLORD UPON DEFAULT BY TENANT .....	17
26.	LANDLORD'S LIEN .....	18
27.	WAIVER .....	18
28.	SURRENDER AND HOLDING OVER .....	18
29.	ADDITIONAL CONSTRUCTION .....	19
30.	CONDEMNATION .....	19
31.	NOTICES .....	19
32.	SUCCESSORS AND ASSIGNS .....	19
33.	QUIET ENJOYMENT .....	20
34.	BROKERS .....	20
35.	CAPTIONS .....	20
36.	FORCE MAJEURE .....	20
37.	TIME IS OF THE ESSENCE .....	20
38.	CAPACITY TO EXECUTE LEASE .....	20
39.	CHOICE OF LAW .....	20
40.	RADON GAS .....	20
41.	LANDLORD'S ACCEPTANCE .....	21
42.	SUPPLEMENTAL CODE COMPLIANCE PROVISION .....	21
43.	ENVIRONMENTAL .....	21
44.	ESTOPPEL CERTIFICATES .....	21
45.	FINANCIAL STATEMENTS .....	22
46.	ENTIRE AGREEMENT .....	22
	EXHIBIT A .....	23
	EXHIBIT B .....	25
	EXHIBIT C .....	26

EXHIBIT D.....	27
EXHIBIT E.....	28
EXHIBIT F.....	31
EXHIBIT G.....	36
EXHIBIT H.....	45
EXHIBIT I.....	47
EXHIBIT J.....	50
EXHIBIT K.....	53
EXHIBIT L.....	61

**COLONIAL PROMENADE SHOPPING CENTER RETAIL LEASE AGREEMENT**

THIS LEASE made and effective this 23 day of August 2022, (the "Effective Date"), by and between the **GREATER ORLANDO AVIATION AUTHORITY**, an agency of the City of Orlando, Florida, existing as an independent special district under and by virtue of the laws of the State of Florida, (hereinafter referred to as "Landlord"), and **EMPORIUM 7, LLC**, a Florida limited liability company (hereinafter referred to as "Tenant").

**1. INTRODUCTORY PROVISIONS**

- A. Shopping Center: Colonial Promenade Shopping Center  
4200 – 4678 East Colonial Drive  
Orlando, FL 32803
- B. Demised Premises: Space Number 4660, located at 4660 East Colonial Drive, Orlando, Florida, as depicted on EXHIBIT A, attached hereto and make a part hereof.
- C. Rentable Area: Approximately 1,180 rentable Square Feet
- D. Permitted Use: Premises shall be used for a hair salon as more particularly set forth in Section 6.a
- E. Initial Term: The Initial Term of this Lease shall commence on the Rent Commencement Date and shall expire on the last day of the sixtieth (60th) full calendar month following the Rent Commencement Date.
- F. Possession Date: Subject to Section 3.a.
- G. Rent Commencement Date: The earlier of: (a) Tenant opening for business; or (b) Thirty (30) days following the Possession Date.
- H. Base Rent
 

<u>Months</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>	<u>Rent Per Square Foot</u>
1	Abated	Abated	Abated
2-12	\$29,500.00	\$2,458.33	\$25.00
13-24	\$30,385.00	\$2,532.08	\$25.75
25-36	\$31,293.60	\$2,607.80	\$26.52
37-48	\$32,237.60	\$2,686.47	\$27.32
49-60	\$33,205.20	\$2,767.10	\$28.14
- I. Additional Rent Commencement Date: Same as 1.G above.
- J. Security Deposit: \$3,339.68
- K. Prepaid Rent: \$3,010.84
- L. Additional Rent: Tenant's Proportionate Share of Real Estate Taxes, Insurance, Utilities and Common Area Operating Costs and Sales Tax.  
  
\$3.75 per square foot (Estimated initial calendar year amount, subject to adjustment based upon the actual expenses, pursuant to Section 9 of the Lease)
- M. Tenant's Proportionate Share: 0.6193%
- N. Brokers: Landlord's Broker: Stiles  
Tenant's Broker: None

## **2. DEMISED PREMISES**

a. Landlord leases to Tenant, upon the terms and conditions hereinafter set forth, those certain premises (the "Demised Premises"), the location set forth in Section 1.B. which is depicted on the Site Plan attached hereto as EXHIBIT A located within the Colonial Promenade Shopping Center (the "Shopping Center") in the City of Orlando, Orange County, State of Florida, and as legally described on EXHIBIT B attached hereto and made a part hereof. The Demised Premises shall consist of approximately the square footage set forth in Section 1.C., as measured from outside perimeter wall to outside perimeter wall, front to rear, and the center of the perimeter wall to the center of the perimeter wall from side to side, unless the side wall is an outside perimeter wall and then it is measured to the outside of the wall.

b. For purposes of this Lease, to the extent that there are any outparcels which may from time to time be designated by Landlord as outparcels (the "Outparcels"), such Outparcels are not included in the definition of Shopping Center for purposes of this Lease. EXHIBIT A sets forth the general layout of the Shopping Center and shall not be deemed to be a warranty, representation or agreement on the part of Landlord that said Shopping Center will be exactly as indicated on said diagram. Landlord may increase, reduce or change the number, dimensions or locations of the walks, buildings and parking areas as Landlord shall deem proper. Landlord reserves the right to make alterations or additions to, and to build additional stores on, the building in which the Demised Premises are located, and to add buildings adjoining same or elsewhere in the Shopping Center. Landlord further reserves the right to acquire additional land within which to expand the Shopping Center.

c. The use and occupation by Tenant of the Demised Premises shall include the right to the non-exclusive use, in common with others, of only those automobile parking areas, driveways, truck and service courts, loading docks, pedestrian sidewalks and ramps, landscaped areas, and other similar facilities located within the Shopping Center and designated for common use by Landlord, (referred to herein as "Common Areas"), subject, however, to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof, as prescribed from time to time by Landlord or in accordance with any Common Area Agreement (hereinafter defined). Landlord reserves the right to enter into agreements with the owner(s) or tenant(s) of any other property or improvements adjacent to the Shopping Center, which may permit the shared use of, or provide for the shared maintenance of, certain facilities located within or upon such adjacent property or improvements (such agreement(s) being referred to herein as a "Common Area Agreement").

## **3. TERM AND POSSESSION**

a. The Initial Term of this Lease (the "Term") shall commence on Rent Commencement Date and shall expire on the Expiration Date set forth in Section 1.E. Landlord and Tenant shall execute a written declaration stating the Rent Commencement Date and Expiration Date thereof and certifying that the Lease is in full force and effect and there are no defenses or offsets thereto or stating those claimed by Tenant in the form attached as EXHIBIT C. Upon full execution of this Lease by all parties, payment of the Security Deposit and Pre-paid Rent and delivery of a certificate of insurance evidencing that Tenant has complied with the insurance requirements of Section 21.b., Tenant shall be permitted to take possession of the Demised Premises (the "Possession Date"). During the period between the Possession Date and the Rent Commencement Date, all of the terms and conditions of this Lease shall be in effect, other than Tenant's obligation to pay Rent, including Base Rent and Additional Rent.

## **4. LANDLORD'S WORK**

a. Landlord shall deliver the Demised Premises to Tenant in "as-is/where-is" condition, broom clean and free of the prior tenant or occupant's personal property and debris. Upon delivery of the Demised Premises to Tenant, Landlord represents that (i) water and electrical utilities are provided

to the Premises, and Landlord has not received any prior written complaint or notice regarding any issues with such utilities (although Landlord is not warranting that the capacity or layout of access to such utilities); and (ii) Landlord has no actual knowledge or have received no written notice of any outstanding defect with the Premises. Except for Landlord's Work provided in EXHIBIT D, Landlord is not required to perform any other work other than the maintenance obligations described in Section 15 below. Landlord's Work will be completed as provided in EXHIBIT D.

## **5. TENANT'S WORK**

a. If Tenant desires any improvements to the Demised Premises, ("Tenant's Work"), Tenant, at its sole cost and expense, shall have the right to complete the Tenant's Work in accordance with EXHIBIT E subject to Landlord's prior written approval which shall not be unreasonably withheld. Tenant agrees to submit to Landlord within thirty (30) days from the execution of this Lease code compliant plans and specifications covering all of Tenant's Work in accordance with EXHIBIT E. Tenant will not commence Tenant's Work until Landlord and such governmental authorities have approved such plans and specifications in writing. Within five (5) days following approval by Landlord, Tenant agrees to submit plans and specifications to the appropriate governmental authority for the issuance of a building permit. In the event Tenant fails to submit such plans and specifications to Landlord as aforesaid, such failure shall be deemed a default hereunder and Landlord shall be entitled to all remedies as set forth in Section 25 below.

b. Tenant shall deliver a construction deposit in the sum of Three Thousand (\$3,000.00) Dollars ("Construction Deposit") to Landlord prior to commencing any construction, tenant improvements or alterations. Landlord shall hold the Construction Deposit until all of Tenant's Work has been fully completed as required by this Lease, and to ensure that the General Contractor and its subcontractors have not caused any damage to the Common Areas of the Shopping Center. Once Landlord has been advised that all of Tenant's Work has been completed, and upon Landlord's receipt of all documents required in EXHIBIT E, Landlord will determine if any charges will be imposed against the Construction Deposit to reimburse the Landlord for such damages and the costs to remedy them, withhold any applicable charges. Thereafter, and upon Tenant opening for business, Landlord shall return all or the applicable balance of the Construction Deposit to Tenant.

c. Tenant shall keep the Demised Premises and the improvements thereon at all times during the Term hereof free of construction liens and other liens of like nature and at all times shall fully protect and hold Landlord harmless against all such liens or claims and against all attorney's fees and other costs and expenses arising out of or as a result of any such lien or claim. Pursuant to section 713.10, Florida Statutes, the interests of Landlord in the Demised Premises, the Shopping Center or the improvements thereon, shall not be subject to liens for any improvements made by or on behalf of the Tenant and no one acting by, through or under the Tenant may file any lien against the Demised Premises or the Shopping Center. All parties with whom Tenant may deal are put on notice that Tenant has no power to subject Landlord's interest to any mechanics' or materialmen's lien of any kind or character, and all such persons so dealing with Tenant must look solely to the credit of Tenant, and not to Landlord's said interest or assets. Tenant shall provide written notice to each contractor, subcontractor, materialman, mechanic and laborer performing work in the Demised Premises of the foregoing, with a copy of such notice sent to Landlord. Landlord shall record a Memorandum of this Lease in the form attached hereto as EXHIBIT F in the Public Records of Orange County, Florida. If any such lien or notice of lien on account of the alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant's contractor to work on the Premises shall be filed against the Premises, Tenant's leasehold interest therein or any Improvements, the Tenant shall, within thirty (30) days after notice of filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

d. No work hereunder shall be commenced until Tenant, at its sole cost and expense, provides to Landlord from a company licensed to do business in the State of Florida and reasonably

acceptable to the Chief Executive Officer: (i) a surety payment bond for the benefit of Landlord in the form attached hereto as EXHIBIT G in an amount equal to the total cost of the work, which bond shall guarantee the payment of all contractors' and subcontractors' charges and charges of all other persons and firms supplying services, labor, materials or supplies in connection with the work, (ii) a surety performance bond for the benefit of Landlord, in the form attached hereto as EXHIBIT G in an amount equal to the estimated total cost of the work, which shall guarantee the prompt completion of the work by Tenant in accordance with the Plans,

## **6. USE OF PREMISES; OPENING COVENANT AND COVENANT OF CONTINUOUS OPERATION**

a. Tenant shall use the Demised Premises solely for operation of a hair salon with a retail component specializing in wig sales and shall not use or permit the use of the Demised Premises for any other business or purpose without the express written consent of Landlord. In no event shall the Demised Premises be used in violation of the exclusive use restriction or use prohibitions contained in EXHIBIT H attached hereto, if any, or in violation of any other exclusive use restrictions contained in other leases within the Shopping Center existing upon the Effective Date. Tenant shall operate its business within the Demised Premises in a first-class, dignified and reputable manner, in conformity with the highest standards of practice prevailing in such field of business and among merchants engaged in the same or similar business. Tenant shall light its signs and display windows during the minimum hours of operation as otherwise designated by Landlord from time to time.

b. Tenant shall not do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Demised Premises or any part thereof, or on the building of which the Demised Premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than existed on the Commencement Date. In case of a breach of this covenant, in addition to all other remedies of Landlord hereunder, Tenant agrees to pay to Landlord as Additional Rent any and all increases in insurance premiums maintained by Landlord on the Demised Premises, or any part thereof, or on the building of which the Demised Premises may be a part, caused in any way by the occupancy of Tenant.

c. Tenant shall open the Demised Premises for business on the Rent Commencement Date and continuously during the full Term of this Lease and every extension thereof keep the entire Demised Premises occupied and open for business during the minimum hours established by Landlord, plus any additional hours for the Shopping Center as set by the Landlord from time to time.

d. In the event that the Demised Premises shall, at any time during the Term of this lease be closed for business to customers (except for periods of damage, destruction, force majeure or remodeling) for any period of ten (10) consecutive days or more, or more than fifteen (15) days in any calendar year, then, at any time thereafter Landlord may, at its election, terminate this lease by giving Tenant notice thereof and the Term of this Lease shall terminate on the thirtieth (30th) day after the giving of such notice by Landlord.

e. Landlord covenants and agrees that so long as the Demised Premises has not ceased to be used as a hair salon with a retail component specializing in wig sales for a continuous period in excess of one hundred eighty (180) days (excepting any periods during which remodeling or restoration work is being conducted with due diligence or Tenant is prevented from operating due to a force majeure), not to permit or suffer any other occupant of the Shopping Center or any expansion thereof (including any outlets owned or leased by Landlord) to operate a hair salon with a retail component specializing in wig or hair extension sales.

## **7. RENT**

a. Commencing on the Rent Commencement Date of this Lease as defined in Section 1.G. (the "Rent Commencement Date"), Tenant covenants and agrees to pay Landlord base rent ("Base Rent") as set forth in Section 1.H and additional rent ("Additional Rent") as set forth in Section 1.L. This is payable on the first day of each calendar month in monthly installments without notice, deduction or set-offs. "Sales tax" means all Florida state, county, and/or municipal sales, use, or similar taxes, and surcharges and all other local option surtaxes and/or surcharges assessed upon or in relation to Base Rent, Additional Rent and all other sums of money or considerations due and payable to Landlord by Tenant or any other person who is occupying, using, or entitled to use the Demised Premises at the tax rates in effect from time to time during the Lease Term together with interest and penalties thereon, if any. The first rental payment amount hereunder shall include, in addition to one full month's advance rent, a prorated amount applicable to the period from the Rent Commencement Date to the first day of the following month if the Rent Commencement Date is other than the first day of the month. If the Rent Commencement Date is other than the first day of the month, the annual increases in Base Rent as provided in this Lease shall occur on the anniversary of the first (1st) day of the following month. In addition, simultaneously with the execution of this Lease, Tenant shall deliver to Landlord the Prepaid Rent as set forth in Section 1.K.

b. Tenant shall promptly pay all Rent and other charges due hereunder and render all statements herein prescribed at the office of the Landlord or Landlord's agent, payable to Greater Orlando Aviation Authority, c/o Stiles Accounting Department, 201 East Las Olas Boulevard, Suite 1200, Fort Lauderdale, Florida 33301, or to such other person or corporation, or at such other place as shall be designated by Landlord in writing, on or before the designated due date. If Landlord shall pay any monies or incur any expenses in correction of any violation of any covenant of Tenant herein set forth, the amounts so paid or incurred shall, at Landlord's option and on notice to Tenant, be considered Additional Rent (as such term is hereinafter defined) payable by Tenant with the first installment of Rent thereafter to become due and payable and may be collected or enforced as by law provided in respect of rentals. In the event any monthly Rent payment is not paid within three (3) days after it is due, Tenant agrees to pay a late charge of eighteen percent (18%) of the amount of the payment due. Tenant further agrees that the late charge imposed is fair and reasonable, complies with all laws, regulations and statutes, and constitutes an agreement between Landlord and Tenant as to the estimated compensation for costs and administrative expenses incurred by Landlord due to the late payment of Rent by Tenant. Tenant further agrees that the late charge assessed pursuant to this Lease is not interest, and the late charge assessed does not constitute a lender or borrower/creditor relationship between Landlord and Tenant, and shall be treated by Landlord as Additional Rent owed by Tenant.

c. The Base Rent is abated for the month(s) as set forth in Section 1.H. above. Notwithstanding the abatement of the Base Rent, Tenant shall still be responsible for timely payment of all Additional Rent, taxes and utilities. In the event of any uncured Event of Default, all abated Base Rent shall become immediately due and payable.

## **8. SECURITY DEPOSIT**

a. Simultaneously with the execution of this Lease, the Tenant shall deposit with the Landlord the Security Deposit as set forth in Section 1.J. to be held as collateral security for the payment of any Rent, Additional Rent and any other amounts payable by Tenant under this Lease, and for the faithful performance of all other covenants and agreements of Tenant hereunder; the amount of Security Deposit, without interest, to be repaid to Tenant after the termination of this Lease and any renewal thereof, provided Tenant shall have made all such payments, and performed all such covenants and agreements. Upon any default by Tenant hereunder, all or part of the Security Deposit may, at Landlord's sole option, be applied on account of such default, and thereafter Tenant shall within five (5) business days restore the resulting deficiency in the Security Deposit. Should Landlord retain said deposit on account of default,



the deposit shall in no way be construed as liquidated damages, and Landlord reserves its right to seek any additional damages sustained from default by Tenant.

b. Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the Demised Premises in the event that such interest be sold and thereupon Landlord shall be discharged from any further liability with respect to such deposit, and this provision shall also apply to any subsequent transfers.

In addition to the Security Deposit set forth above, Tenant shall cause the Personal Guaranty attached hereto as EXHIBIT I to be executed, guarantying the payment and performance of Tenant's obligations under this Lease pursuant to the terms and conditions set forth in the Personal Guaranty. Notwithstanding anything contained herein to the contrary, this Lease shall not become effective until the Personal Guaranty has been executed by Guarantor(s) and delivered to Landlord.

## **9. TENANT'S PROPORTIONATE SHARE**

For purposes of this Lease, Tenant's Proportionate Share, which is set forth in Section 1.M. hereinabove, shall be determined by dividing the gross floor area of the Demised Premises by the gross leasable ground floor area of all of the buildings owned by Landlord in the Shopping Center, as the same may be increased or decreased from time to time.

## **10. ADDITIONAL RENT**

For the purpose of this Lease, Tenant's Proportionate Share of Landlord's Operating Costs of Common Areas, Taxes, Common Area utilities and Insurance and any other monetary obligations due under the Lease, shall sometimes be collectively referred to as "Additional Rent." The Base Rent and Additional Rent shall herein sometimes be collectively referred to as the "Rent".

## **11. COMMON AREA AND FACILITIES**

a. All Common Areas, as defined in Section 2.c., shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to change the area, level, location and arrangement of such Common Areas to restrict parking by tenants and their employees to employee parking areas, and to make rules and regulations pertaining to and necessary for the proper operation and maintenance of the Common Areas. Landlord shall also have the right from time to time to establish, change, alter, amend, and enforce against Tenant and other users of the Common Areas such reasonable rules and regulations (including the right to restrict the areas within which Tenant's employees may park) as in its opinion are necessary or advisable for the proper and efficient operation and maintenance of the Common Areas. The rules and regulations may include, without limitation, the hours during which the Common Areas shall be open for use.

b. In addition to the Base Rent set forth in Section 7.a. above, Tenant will pay to Landlord as Additional Rent hereunder Tenant's Proportionate Share of all Operating Costs of Common Areas as defined in Section 11.c. below.

c. For the purpose of this Section 11, Landlord's operating cost of Common Areas is deemed to include all costs and expenses incurred by Landlord in managing, operating, maintaining, repairing and securing the Common Areas, including, but not limited to, gardening and landscape maintenance, provision of storm water retention, water, sewer service charge, electricity and other utilities, parking area maintenance and repairs (including striping, cleaning, sweeping and resurfacing), the cost of public liability, property damage, fire, flood, windstorms, extended coverage and liability casualty insurance, any and all insurance deductibles, lighting, sanitary control, removal of trash, rubbish, garbage and other refuse from the Common Areas, advertising and promotions, rental for or depreciation on machinery and equipment used in maintenance, payroll taxes, cost of workmen's compensation and any other insurance carried on or with respect to the Shopping Center, operation of loudspeaker and music systems,

management fee, reserves, any dues, fees, or amounts paid under easements or other recorded agreements including any Common Area Agreements, affecting the Shopping Center, and the cost of all personnel necessary to implement the foregoing services and necessary to police, control traffic, supply security service, and to maintain and to operate all of the facilities constituting a part of the Common Areas, and any other costs payable under the provisions of this Lease (collectively "Operating Costs").

d. The annual charge shall be computed on the basis of periods of twelve (12) consecutive calendar months as designated by Landlord, and shall be paid by Tenant in equal installments on or before the first day of each calendar month in an amount estimated by Landlord. If there shall be any increase or decrease in the Operating Costs for any year, whether during or after such year, Landlord shall furnish to Tenant a revised budget and the estimated Operating Cost payments by Tenant shall be adjusted and paid or credited, as the case may be. Within one hundred twenty (120) days after the end of such twelve (12) month period, Landlord will furnish to Tenant a statement showing in reasonable detail the amount of Landlord's actual Operating Costs for the preceding period. Tenant shall either receive a credit or be assessed an additional sum based upon the difference between Tenant's Proportionate Share of Landlord's actual Operating Costs and the estimated payment received by Landlord from Tenant during said year. Any additional sum owed by Tenant to Landlord shall be paid within ten (10) business days of receipt of assessment. Any refund owed by Landlord to Tenant shall be credited toward Tenant's next month's rental payment. Landlord's failure or delay in providing such statement within such one hundred twenty (120) day period shall in no way excuse Tenant from its obligation to pay its Proportionate Share of Common Area Operating Costs in accordance with this Section 9.d.

## **12. PUBLIC UTILITIES**

In addition to all rentals herein specified, Tenant shall pay for all utilities, including dumpster service, in connection with the Demised Premises, and all sewer charges, as and when the charges therefore shall become due and payable. Furthermore, it shall be expressly understood that Landlord shall be responsible for paying only those utility and traffic impact fees attributable to use of the Demised Premises as a standard dry retail use (as opposed to a restaurant, laundry, hair salon or other use which consumes excess water) imposed in connection with the initial development of the Shopping Center. If Tenant's use of the Demised Premises or any improvements thereto require the payment of additional utility or traffic impact fees, Tenant is solely responsible for such additional fees. Tenant shall reimburse Landlord, on a monthly basis, within fifteen (15) days following the date of Landlord's invoice, for the following: (i) the cost of water consumed within the Demised Premises; and (ii) Tenant's pro rata share of the cost of dumpster service as allocated by Landlord based upon the number of tenants utilizing the dumpster and taking into consideration the amount of trash generated by such tenants. Landlord will make the allocations of dumpster service in good faith. If provision is made by the Landlord for trash removal by a contractor, the Tenant agrees to use said contractor for its trash removal and to pay when due (either directly to such contractor or indirectly through the Landlord) all charges at the rate established therefor from time to time. The Landlord reserves the right to charge the Tenant for the cost of any extraordinary trash or garbage removal required by the Tenant, including such removal as may be required in connection with the commencement or termination of Tenant's business in the Demised Premises. Tenant's electric service shall be separately metered and paid directly by Tenant to the utility providing such service. In the event Tenant's use of the Demised Premises requires electrical capacity in excess of that available to the Demised Premises, Tenant shall be responsible for any costs incurred by Landlord to upgrade the electrical service for the Building to accommodate Tenant's excessive electrical consumption.

## **13. TAXES**

As used herein, the term "Taxes" shall mean and include all real estate taxes, any other taxes, assessments, special assessment or district taxes or assessments, license and permit fees, municipal service fees, charges for any easement maintained for the benefit of the Demised Premises be levied,

assessed, or imposed in connection with the use, occupancy or possession of, or become due and payable out of, or for, the entire Shopping Center or any part thereof, and any land, buildings or other improvements therein, including interest on installment payments and all costs and fees (including reasonable attorneys' fees) incurred by Landlord in contesting Taxes, assessments and/or negotiating with public authorities with respect to the same.

Landlord shall pay or cause to be paid (subject to the provisions regarding contributions by Tenant herein set forth) all Taxes which may be levied, assessed or imposed by the lawful tax authorities against the land, buildings or other improvements in the entire Shopping Center. The official tax bill or bills, as the case may be, issued by such lawful taxing authorities shall be conclusive evidence as to the amount of any such tax (or installment thereof) levied, assessed or imposed upon the Shopping Center.

On or before the first day of each month during the Term of this Lease, as the same may be renewed or extended, Tenant shall pay to Landlord, as Additional Rent, 1/12 of its Proportionate Share of all Taxes levied, assessed or imposed upon the Shopping Center during each tax year. If on the first day of the month in question the amount of any Tax payable during the then current tax year shall not have been determined by the taxing authorities, then the amount payable by Tenant shall be based on a good faith estimate by Landlord.

#### **14. INSURANCE**

The Landlord will pay in the first instance all premiums for fire, flood, windstorms, terrorism, extended coverage, liability insurance upon the Shopping Center containing the Demised Premises, with respect to the Common Areas (collectively "Insurance"); provided, however, the foregoing is not a representation as to the type, amount or limits of coverage which Landlord shall maintain with respect to the Shopping Center. Tenant shall pay Tenant's Proportionate Share of such Insurance premiums, together with any insurance deductibles paid or incurred by Landlord as a result of an insurable event, in the same manner as Common Area Operating Costs set forth in Section 11 above.

#### **15. REPAIRS**

Landlord will keep the foundation, exterior walls and roof of the Demised Premises (excepting any work done by Tenant and excepting any plate glass, which are the responsibility of the Tenant) in proper repair, provided that in each case Tenant shall have given Landlord prior written notice of the necessity of such repairs. The cost of such repairs performed by Landlord shall be included in the Landlord's Operating Costs of Common Areas set forth in Section 11.c. of this Lease. Tenant will keep the interior of the Demised Premises, together with all interior walls, fixtures and all electrical, plumbing, heating, air conditioning and other mechanical equipment whether located within or on the roof of the Demised Premises, all doors, and all plate glass and door and window glass, in good order and proper repair at its own expense, using materials and labor of kind and quality equal to the original work, and will surrender the Demised Premises at the expiration or earlier termination of this Lease in as good condition as when received, excepting only deterioration caused by ordinary wear and tear and damage by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage. Tenant shall be responsible for protecting the Demised Premises from all weather-related events, including hurricanes, and shall be responsible for the installation of hurricane protection over the plate glass and doors. The installation of any weather protection, such as hurricane shutters, shall be performed in accordance with Section 16. Except as herein provided, Landlord shall have no obligation to repair, maintain, replace, alter or modify the Demised Premises or any part thereof, or any plumbing, heating, electrical, air conditioning or other mechanical installation whether located within or on the roof of the Demised Premises. Under no circumstances shall Landlord be obligated to repair, replace or maintain any plate glass or door or window glass. In furtherance of Tenant's obligation to maintain, repair and replace heating, air conditioning and other mechanical equipment in or serving the Demised Premises, Tenant agrees to obtain and keep in full force during the Term of the Lease, or any renewal thereof, a maintenance, repair and service contract on such equipment with a contractor satisfactory and approved

by Landlord, and to provide Landlord with a copy of same. In the event Tenant fails to do so, Landlord, at its discretion, may enter into a contract for the performance of maintenance, repair and service on the HVAC System serving Tenant's Demised Premises, the expense of which shall be paid by Tenant as Additional Rent.

Tenant, its agents, employees, or contractors shall not enter onto the roof of the Building without the express prior consent of Landlord or its Building Manager. Landlord specifically reserves the right to require Landlord's roofing contractor to perform any work required to be performed by Tenant with respect to any equipment on the roof of the Building or, with respect to the maintenance, repair or replacement of any HVAC equipment located on the roof of the Building. Landlord reserves the right to have an agent of its roofing contractor present during the performance of such work so that Landlord's roof warranty is in no way deemed invalid or void. Tenant shall cause its HVAC contract to include the foregoing requirement.

## **16. TENANT'S RIGHT TO MAKE ALTERATIONS**

Tenant covenants and agrees that it will not apply for any permits, or make any alterations, improvements or additions to the Demised Premises, including storefronts, during the Term of this Lease or any extension thereof without first obtaining the written consent of the Landlord. Tenant will not cut or drill into, or secure any fixture, apparatus or equipment of any kind to any part of the Demised Premises without first obtaining the written consent of the Landlord. Landlord reserves the right to impose any rules and regulations it deems necessary upon Tenant with respect to the performance of any alterations to the Demised Premises. All alterations, improvements and additions made by Tenant as aforesaid shall remain upon the Demised Premises at the expiration or earlier termination of this Lease and shall become the property of Landlord, unless Landlord shall, prior to the termination of this Lease, have given written notice to Tenant to remove same, in which event, Tenant shall remove such alterations improvements and additions and restore the Demised Premises to the same good order and condition in which it was at the commencement of this Lease. Should Tenant fail to do so, Landlord may do so, collecting, at Landlord's option, the cost and expense thereof from the Tenant as Additional Rent.

## **17. COVENANTS OF TENANT**

a. Tenant covenants and agrees that it will perform all agreements herein expressed on its part to be performed, and that it will promptly, upon receipt of written notice of non-performance thereof, except for non-payment of Rent for which no notice is required, comply with the requirements of such notice within ten (10) days. Landlord shall have the right but not the obligation, upon ten (10) days prior written notice to Tenant (or without notice in case of emergency or in order to avoid any fine, penalty, or cost which may otherwise be imposed or incurred), to make any payment or perform any act required of Tenant under any provision in this Lease, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorney's fees. All payments made, and all costs and expenses incurred in connection with Landlord's exercise of the rights set forth herein, shall be reimbursed by Tenant within ten (10) days after receipt of a bill setting forth the amounts so expended, together with a service charge of fifteen (15%) percent of such amounts expended, as Additional Rent.

b. Tenant shall comply with any and all requirements of any public authorities, state or federal statutes, local laws, ordinances, or regulations and any matters of record including, but not limited to all maintenance, operation and/or operation easement agreements affecting the Demised Premises, Common Areas or the Shopping Center, applicable to Tenant or to the Demised Premises, and Tenant agrees to indemnify and hold Landlord harmless from penalties, fines, costs, expenses or damages resulting from Tenant's failure to do so.

c. Tenant leases the Premises subject to, and Tenant agrees to comply and to cause any subtenant or assignee hereunder to comply with all reasonable rules and regulations of Landlord in effect at the time of the execution of this Lease or at any time or times, and from time to time promulgated by Landlord, as Landlord in its sole discretion shall deem necessary in connection with the Demised

Premises, the Shopping Center or the building of which the Demised Premises are a part. A copy of the Rules and Regulations are attached hereto as EXHIBIT J. Tenant leases the Premises subject to, and Tenant agrees to comply and to cause any subtenant or assignee hereunder to comply in all material respects with the required provisions set forth in EXHIBIT K, attached hereto and incorporated herein by this reference.

d. Tenant shall be responsible for and pay before delinquency all municipal, county or state taxes assessed during the Term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Demised Premises by Tenant.

## **18. SIGNS**

Tenant will not exhibit, inscribe, paint or affix any sign, (neon or otherwise), advertisement, film, window tinting or graphics, notice or other lettering on any part of the outside of the Demised Premises or in the windows of the Demised Premises, or on the building of which the Demised Premises are a part, or inside the Demised Premises if visible from the outside, without first obtaining Landlord's written approval thereof. Tenant shall provide Landlord with detail sign shop drawings for all outside signage (such as façade, pylon, or window signage) for approval prior to fabrication/installation. Tenant shall install in accordance with this Lease, and upon Landlord's written approval of same, Tenant shall proceed to have such signage installed, which shall reflect only the Tenant's trade name and shall not include specification of merchandise sold or services rendered regardless of the Tenant's legal name. Tenant's signage must be installed no later than within ten (10) days of Tenant opening for business. Tenant shall comply with Landlord's Uniform Sign Plan attached hereto as EXHIBIT L, as may be amended from time to time, with respect to any signage installed within the Demised Premises or upon the Shopping Center. Tenant shall be responsible for providing electric service to the façade sign. Tenant further agrees to maintain such sign, lettering, etc., as may be approved by Landlord in good condition and repair at all times. Tenant, upon expiration or termination of this Lease, shall remove all signs which have been installed for the benefit of Tenant from the Demised Premises, including all outside signage and furthermore, Tenant shall be responsible to restore damaged areas to original condition.

## **19. RIGHTS OF LANDLORD**

Landlord reserves the following rights with respect to the Demised Premises:

a. At all reasonable times, by itself or its duly authorized agents, to go upon and inspect the Demised Premises and every part thereof and at its option to make repairs, alterations and additions to the Demised Premises or the building of which the Demised Premises are a part.

b. To display a "For Rent" sign after notice from either party of intention to terminate this Lease, or at any time within six (6) months prior to the expiration of this Lease. All of such signs shall be placed upon such part of the Demised Premises as Landlord shall require, except on display windows or door leading into the Demised Premises. Prospective purchasers or tenants authorized by Landlord may inspect the Demised Premises at reasonable hours at any time.

c. To collect all rents, as well as any Additional Rent and any other charges due Landlord by Tenant, from any receiver, debtor in possession, or trustees which may be appointed for the account of Tenant.

d. Tenant agrees that Landlord shall have the right to relocate the Tenant to a different location within the Shopping Center provided that:

i. Landlord gives Tenant thirty (30) days prior written notice;

ii. The relocation premises shall contain similar square footage as the Demised Premises;

iii. Landlord shall provide improvements within the relocation premises substantially the same as the Demised Premises;

iv. Landlord shall reimburse Tenant for the reasonable and actual expenses associated with the relocation upon Landlord's receipt of invoices evidencing the same;

v. The terms and conditions of this Lease shall remain unchanged unless otherwise agreed by the parties; and

vi. Landlord shall use commercially reasonable efforts to minimize and/or avoid any disruption and/or suspension of Tenant's operations during the relocation.

e. To redevelop the Shopping Center either in whole or the majority of the land or buildings comprising the Shopping Center, and if so, Landlord may terminate this Lease on a date certain provided that Landlord gives Tenant no less than twelve (12) months prior written notice of the termination of this Lease.

## **20. DAMAGE TO PREMISES**

If, during the Term hereof, the Demised Premises are damaged by reason of fire or other casualty, Tenant shall give immediate written notice thereof to Landlord, and Tenant shall repair the interior of the Demised Premises to substantially the same condition they were in immediately before said destruction. Should Tenant fail to do so, then Landlord shall have the right to do so at Tenant's expense, including utilizing Tenant's insurance proceeds, which Tenant shall assign to Landlord. Landlord shall restore the exterior of the Demised Premises to substantially the same condition they were in immediately before said destruction. If, in Landlord's reasonable opinion, the restoration can be accomplished within one hundred eighty (180) days following issuance of a building permit for reconstruction (of which Landlord shall use diligent efforts to obtain), such destruction shall not terminate this Lease, and this Lease shall continue in full force and effect. If, in Landlord's reasonable opinion, the restoration cannot be performed within such 180-day period, Landlord may terminate this Lease upon ten (10) days written notice to Tenant. Rent shall not be abated during the period in which the Demised Premises (or portion thereof on a prorated basis) are rendered untenable as a result of such damage. Should Landlord elect to terminate this Lease, the entire insurance proceeds shall be and remain the outright property of Landlord, subject to the prior rights of any mortgagee and except any proceeds received from Tenant's insurance for Tenant's property, or proceeds received from Tenant's business interruption insurance, if any.

In the event that fifty percent (50%) or more of the gross leasable area of the Shopping Center has been damaged or destroyed by fire or other casualty regardless of the extent of damage or destruction of the Demised Premises, Landlord shall have the right to terminate this Lease provided that notice thereof is given to Tenant not later than ninety (90) days after such damage or destruction.

## **21. INDEMNIFICATION, PUBLIC LIABILITY INSURANCE OTHER INSURANCE**

a. Tenant shall indemnify, defend and hold harmless the Landlord and the City of Orlando (the "City"), and the members (including, without limitation, members of Landlord's Board and the City's Council, and members of the citizens advisory committees of each), Landlord's property management company, and the property manager (the "Landlord's Agents"), and the officers, employees and agents of each, from and against any and all liabilities, losses, suits, claims, demands, judgments, fines, damages, interest, penalties and increased interest rates, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to court costs, expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of (a) damage to or destruction of any property of the Landlord or the City at the Shopping Center to the extent caused by Tenant, (b) injury to or death of any person resulting from or arising out of the Tenant's use, occupancy or maintenance of the Premises or any Improvements, or the Tenant's operations thereon, (c) the acts or omissions of Tenant's officers, agents, employees, contractors,

subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, except to the extent such liability, loss, suit, claim, demand, judgment, fine, damage, interest, penalty, increased interest rate, cost or expense was caused by the Landlord's negligence or willful misconduct, or (ii) arising out of the failure of Tenant to keep, observe or perform any of the covenants or agreements in this Lease to be kept, observed or performed by Lessee. This provision shall survive the expiration or earlier termination of this Lease.

b. Tenant shall, at its sole cost and expense, maintain in full force and effect the following types and amounts of insurance coverage:

i. Business Automobile liability insurance and Commercial General Liability (including contractual and terrorism) insurance with each providing coverage against liability for bodily injury, death and property damage having not less than Two Million Dollars (\$2,000,000.00) each occurrence. Said insurance, and any and all other liability insurance maintained by Tenant in excess of or in addition to that required hereunder, without limitation, protection for, and, in addition to Tenant, shall name as an additional insured, Landlord, Landlord's Agents, and the City (including, without limitation, all members of the governing board of Landlord, the City Council and the citizens' advisory committees of each), and their respective officers, directors, shareholders' employees, agents and managers (collectively the "Additional Insureds"), the effect of which will insure such parties in respect of any and all loss or liability resulting from personal injury, death or property damage arising or occurring upon, or in connection with, or by reason of the use and occupancy of the Demised Premises or the operation of the business conducted by Tenant within and from the Demised Premises. The policy shall be primary coverage for Landlord and the Additional Insureds and any other insurance carried by Landlord or the Additional Insureds shall be considered non-contributing. Landlord reserves the right to specify higher liability limits or additional insurance coverage from time to time to meet reasonably anticipated loss exposure, or to reflect changes in the value of the Demised Premises.

ii. Workers' Compensation Insurance in a form and with coverage limits not less than as prescribed by the laws of the State of Florida, and employers' liability insurance in an amount equal to the greater of Five Hundred Thousand Dollars (\$500,000.00) each accident and policy limit.

iii. Property Damage Insurance covering loss occasioned by fire, windstorm, named windstorm, theft, vandalism, malicious mischief, sprinkler leakage, water damage, flood and other hazards and/or casualties including special extended coverage, in an amount adequate to cover the replacement cost of the Demised Premises, any Tenant Improvements and all other interior improvements made by Tenant in the Demised Premises and Tenant's plate glass, trade fixtures, inventory, personal property whether affixed or non-affixed to the premises, and all other contents located in the Demised Premises from time to time. Landlord shall be endorsed as a loss payee under Tenant's property insurance with respects to the insurance on the interior walls, and on all the Improvements, to the Demised Premises.

iv. Business Interruption Insurance in amounts sufficient to prevent Tenant from becoming a coinsurer thereof, and to assure the continuance of the operating income and profit of Tenant's business during for a period of at least one (1) year following any fire or other casualty, the elements, civil commotion or riot, or any other cause, whether insured or uninsured.

Tenant shall provide, keep and maintain in full force and effect such other insurance for such risks and in such amounts as may from time to time be commonly insured against in the case of business operations similar to those contemplated by this Lease to be conducted by Tenant at, in and from the Premises, and such other insurance and in such amounts as may be required by Landlord against other insurable hazards (including environmental hazards) as at the time are commonly insured against by prudent owners of comparable business operations.

All contractors or subcontractors utilized by Tenant during the course of construction or reconstruction of any portion of the Demised Premises, must be insured as required by Landlord, including Commercial General Liability, Automobile Liability and Workers' Compensation/Employers' Liability insurance. The Landlord and the Additional Insureds shall be named as additional insureds under the Automobile Liability and Commercial General Liability including coverage for ongoing operations and for products and completed operations. All insurance maintained by contractors or subcontractors shall be endorsed to contain a waiver of subrogation in favor of Landlord and the Additional Insureds, and shall be primary to any insurance maintained by Landlord and the "additional insureds" and any insurance maintained by Landlord and the "additional insureds" shall be non-contributing. Tenant is responsible for obtaining proof of insurance with the applicable endorsements and providing copies of same to Landlord prior to Tenant, or any of its contractors or subcontractors undertaking any construction or reconstruction of the Demised Premises. Tenant shall include in the insurance policies which Tenant, and Tenant's contractors or subcontractors are required by this Lease to carry in this Section 21 above, to the fullest extent permitted by law, a waiver of subrogation against Landlord, Landlord's Agents and the City.

All insurance policies required to be carried by Tenant as provided in this Section 21 shall be issued by fiscally responsible insurance companies (having a AM Best Rating of not less than A+VIII) authorized and licensed to do business in the State of Florida and shall be for periods of not less than one year. Tenant shall renew the same at least thirty (30) days prior to the expiration thereof.

## **22. TRADE FIXTURES**

All trade fixtures installed by Tenant in the Demised Premises shall remain the property of Tenant and shall be removable at the expiration or earlier termination of this Lease or any renewal or extension thereof, provided Tenant shall not at such time be in default under any covenant or agreement contained in this Lease; and provided further that in the event of such removal, Tenant shall promptly restore the Demised Premises to their original order and condition. Lighting fixtures, flooring, plumbing fixtures and air conditioning equipment, whether or not installed by Tenant, shall not be removable at the expiration or earlier termination of this Lease or at the expiration of any renewal or extension thereof, and shall become the property of Landlord.

## **23. ASSIGNING, MORTGAGING, SUBLETTING**

Tenant agrees not to assign, mortgage, pledge or encumber this Lease, in whole or in part, or sublet the whole or any part of the Demised Premises, or permit the use of the whole or any part of the Demised Premises by any licensee, franchisee or concessionaire, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. Landlord's consent to any such assignment, sublease or use will not be deemed consent to any subsequent assignment, sublease or use. Tenant agrees that, in the event of any such assignment, subletting, licensing or granting of a concession made with the written consent of Landlord as aforesaid, it will nevertheless remain liable for the performance of all of the terms, conditions and covenants of this Lease. If Tenant is a corporation, and if control thereof changes (defined as 51% or more of the stock or assets of Tenant) at any time during the Term hereof, Landlord, at its option, may, by giving sixty (60) days prior written notice to Tenant, declare such change a breach of this Lease. If Tenant requests Landlord's consent to any assignment or sublease, Tenant shall pay to Landlord, on demand, an administrative fee of \$1,000.00 and will reimburse Landlord for all of Landlord's reasonable attorneys' fees and costs associated with Landlord's consent. Any transfer by Tenant in violation of this article shall, at Landlord's option, be void.

## **24. EVENTS OF DEFAULT**

The occurrence of any of the following shall constitute an event of default hereunder by Tenant ("Event of Default"):



- a. Failure of Tenant to pay when due any installment of Rent or any other sum herein required to be paid by Tenant when due.
- b. Tenant's failure to perform any covenants or conditions of this Lease within ten (10) days after written notice and demand.
- c. Discontinuance by Tenant of the conduct of its business in the Demised Premises beyond the ten(10) day period referenced in Section 6.d. above or abandonment of the Demised Premises by Tenant;
- d. The filing of any Petition for Bankruptcy under the United States Bankruptcy Code or the filing of an Assignment for Benefits of Creditors under Chapter 727, Florida Statutes.
- e. The death or incapacity of any Guarantor.

## **25. RIGHTS OF LANDLORD UPON DEFAULT BY TENANT**

a. In the event Tenant is in default under this Lease as provided in Section 24 above, Landlord may elect, in addition to any and all remedies provided by Florida Law, any or all of the following remedies, which are cumulative:

i. Termination of Lease. By written notice to Tenant, designate a date upon which the Lease shall terminate ("Termination Date"), and thereupon, on the Termination Date, this Lease and all rights of Tenant hereunder shall terminate. Such termination by Landlord shall not affect the obligations of Tenant arising under the Lease prior to the Termination Date or the other remedies of Landlord provided in this Lease.

ii. Termination of Tenant's Possession. Landlord may elect to terminate Tenant's possessory rights, without terminating the Lease, and upon such election, Tenant and any sub-tenants, licensees or assignees of Tenant shall surrender the Demised Premises to Landlord, and Landlord, at any time after such termination, may, without further notice, re-enter and repossess the Demised Premises without being liable for any prosecution or damages therefore, and no person claiming through or under Tenant or by virtue of any statute or of any order of any court shall be entitled to possession of the Demised Premises. At any time or from time to time after any such termination of Tenant's possession, Landlord may, but shall have no duty to, attempt to relet the Demised Premises or any part thereof, in the name of Landlord or otherwise, for such term or terms and on such conditions as Landlord, in its sole discretion, may determine, and may collect and receive the rents therefore.

The termination of Tenant's possession of the Demised Premises shall not relieve Tenant of its liability and obligations under this Lease, including the obligation to pay Rent, and such liability and obligations shall survive any such termination. Any Rent or other monetary obligation of Tenant that has been abated, deferred or forgiven by Landlord in this Lease or any amendment thereto, and the cost of all Tenant Improvements provided or paid for by Landlord (if any), shall immediately become due and payable upon the occurrence of an Event of Default by Tenant under this Lease. If Landlord, at its option shall relet the Demised Premises during said period, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents, as and when received by Landlord, the expenses incurred or paid by Landlord in terminating this Lease and in securing possession thereof, as well as the expenses of reletting, including, without limitation, the alteration and preparation of the Demised Premises for replacement tenants, brokers' commissions, any tenant concession or improvement allowance provided for any replacement tenants, attorneys' fees and all other expenses properly chargeable against the Demised Premises and the rental therefrom. Tenant shall have no entitlement to any rents received by Landlord from a third party which is in excess of Tenant's remaining Rent obligation to Landlord.

b. Landlord may, whether this Lease or Tenant's possession of the Demised Premises is terminated or not, recover damages from the Tenant in accordance with either of the following provisions;

i. Acceleration. The present value of the entire amount of the Rent, inclusive of Base Rent and Additional Rent, which would become due and payable during the remainder of the Term of this Lease. Such present value shall be determined utilizing a discount rate of four percent (4%) or the prevailing rate, whichever is higher; or

ii. Sums equal to the Rent which would have been payable by Tenant in accordance with the Lease, payable upon the due dates as set forth in the Lease, through the Expiration Date of this Lease.

c. Tenant hereby waives any right to trial by jury in any action or proceeding brought by either Landlord or Tenant in any respect whatsoever arising out of this Lease or in any way connected with the parties' Landlord/Tenant relationship and/or Tenant's use and occupancy of the Demised Premises.

d. If Tenant defaults in the performance of any of the terms, provisions, covenants and conditions of this Lease and by reason thereof the Landlord employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon the Event of Default, then in any of said events the Landlord shall be entitled to reasonable attorneys' fees and all expenses and costs incurred by the Landlord pertaining thereto and in enforcement of any remedy. Such fees and costs shall include, but not be limited to, fees and costs related to pretrial, trial, appellate, judicial and administrative proceedings and bankruptcy and insolvency proceedings.

## **26. LANDLORD'S LIEN**

In the event of default by Lessee hereunder, Authority shall have a lien upon all trade fixtures, goods, chattels, personal property and equipment of any description belonging to Lessee which are located on, or become part of the Premises or any Improvements, as security for the rent and other payments due and to become due for the remainder of the term of this Lease, which lien shall not be in lieu of or in any way affect the statutory landlord's lien given by law, but shall be cumulative thereof, and Lessee shall not remove or permit the removal of any of such property until all defaults under this Lease have been cured.

## **27. WAIVER**

The waiver of performance of any covenant, term or condition of the Lease by Landlord or Tenant shall not be construed as a waiver if any subsequent breach of the same covenant term or condition. The various rights, options, elections, powers and remedies of the parties contained in the Lease shall be construed as cumulative and no one of them exclusive of any other or of any legal or equitable remedy which either party might otherwise have in the event of a breach by the other, and the exercise of one right or remedy by a party shall not in any way impair its rights to any other right or remedy.

## **28. SURRENDER AND HOLDING OVER**

Tenant, upon expiration or termination of this Lease, either by lapse of time or otherwise, agrees peaceably to surrender to Landlord the Demised Premises in "broom clean" condition and in good repair. Should Tenant hold over and remain in possession of the Demised Premises at the expiration of any Term hereby created, Tenant shall, by virtue of this Section, become a tenant-at-sufferance and shall pay Landlord twice the Rent per month of the last monthly installment of Rent above provided to be paid. Nothing herein shall be deemed to permit Tenant to retain possession of the Demised Premises after the expiration of or earlier termination of this Lease. Tenant will pay to Landlord, upon request, all damages that Landlord may suffer on account of Tenant's failure to surrender possession of the Demised Premises as required under this Lease upon the expiration or termination of this Lease and will indemnify Landlord

against all liabilities, costs and expenses (including all reasonable attorneys' fees and costs) arising out of Tenant's delay in so delivering possession, including claims of any succeeding tenant.

**29. ADDITIONAL CONSTRUCTION**

Landlord hereby reserves the right at any time and from time to time to make alterations or additions to, and to build additional stories on, the building in which the Demised Premises are contained. Landlord also reserves the right to construct other or to add to other buildings or improvements in the Shopping Center, and to permit others to do so from time to time. The foregoing shall include Landlord's right to acquire additional land within which to expand the Shopping Center.

**30. CONDEMNATION**

Tenant hereby waives any loss or damage to Tenant or right to claim any part of the award as the result of the exercise of the power of eminent domain of any governmental body.

**31. NOTICES**

Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall not be deemed to have been duly given or served unless in writing and either personally delivered, via overnight mail delivery or forwarded by certified mail, postage prepaid, addressed:

TO LANDLORD AT: Greater Orlando Aviation Authority

One Jeff Fuqua Blvd.  
Orlando, FL 32827  
Attn: Chief Executive Officer

With a copy to:  
Greater Orlando Aviation Authority  
c/o Stiles Property Management  
Attn: Rachel Sardenga  
1900 Summit Tower Blvd., Suite 240  
Orlando, FL 32810

TO TENANT AT: Emporium 7, LLC  
4660 E. Colonial Drive  
Orlando, FL 32803

Such addresses may be changed from time to time by either party serving notices as above provided.

**32. SUCCESSORS AND ASSIGNS**

All rights, obligations and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, trustees, receivers, successors, subtenants and assigns of said parties, subject to the provisions of Section 23; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein and the word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as aforesaid.

### **33. QUIET ENJOYMENT**

Upon payment by Tenant of the rents herein provided, and upon the observance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Demised Premises for the Term hereof without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

### **34. BROKERS**

Landlord and Tenant covenant, warrant and represent that the Broker(s) identified in Section 1.N. were instrumental in bringing about or consummating this Lease. Further, neither Landlord nor Tenant has had any conversations or negotiations with any broker except the Broker concerning the leasing of the Demised Premises. Both parties agree to indemnify the other against and from any claims for any brokerage commissions (except those payable to Broker) and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, for any breach of the foregoing representation. Landlord shall pay all brokerage commissions due Broker in accordance with a separate agreement between Landlord and Landlord's Broker.

### **35. CAPTIONS**

Any headings preceding the text of the several paragraphs and subparagraphs hereof are inserted solely for the convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

### **36. FORCE MAJEURE**

Whenever a period of time is herein prescribed for action to be taken by either party, other than the payment of Rent or Additional Rent owed to Landlord hereunder, such party shall not be liable for responsible, and there shall be excluded from the computation for any such period of time any delay due to strikes, riots, acts of God, including weather-events such as hurricanes, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other causes of any kind whatsoever, which are beyond the control of such party.

### **37. TIME IS OF THE ESSENCE**

Time is of the essence in the performance of each provision of this Lease Agreement.

### **38. CAPACITY TO EXECUTE LEASE**

If Tenant is other than a natural person, Tenant represents that it is legally constituted, in good standing and authorized to conduct business in the State of Florida. Tenant further represents that the person who is executing this Lease on its behalf has the full power and authority to perform such execution and deliver the Lease to Landlord.

### **39. CHOICE OF LAW**

This Lease Agreement shall be construed in accordance with the laws of the State of Florida, as may be amended from time to time. Venue for any action between the parties shall only be in Orange County, Florida.

### **40. RADON GAS**

Tenant is hereby advised that 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 public health unit. The foregoing disclosure is provided to comply with state law and is for informational purposes only. Landlord has not conducted radon testing with respect to the Building and specifically disclaims any and all representations and warranties as to the absence of radon gas or radon producing conditions in connection with the Building and the Demised Premises.

#### **41. LANDLORD'S ACCEPTANCE**

The submission of the Lease to Tenant by Landlord is done solely for Tenant's consideration and shall not be deemed acceptance of the Lease terms by Landlord. Upon signing of the Lease by Tenant and submission to Landlord, this Lease shall be considered an offer only and shall have no binding effect, nor shall Landlord's depositing of Tenant's Security Deposit be considered acceptance of this Lease. Only upon full agreement by both parties of all terms, proper execution of this Lease by Tenant and Landlord, along with Tenant's Security Deposit clearing the bank and the return to Tenant of an executed original Lease, shall this Lease be considered binding.

#### **42. SUPPLEMENTAL CODE COMPLIANCE PROVISION**

Notwithstanding anything contained in this Lease to the contrary, Landlord shall not be obligated to comply with any codes or other legal requirements currently in effect or hereafter promulgated by the governing authorities if Landlord would not otherwise be required to comply as a result of the existence of Demised Premises prior to the effective date of such code or legal requirement (i.e. "grandfathered"). Furthermore, Landlord may withhold its consent to, or prohibit Tenant from making any alterations if such alterations would cause Landlord to lose such "grandfathered" exemption from code or other legal requirements or, if the loss of such exemption would cause Landlord to incur costs in excess of \$500.00.

#### **43. ENVIRONMENTAL**

Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on, in or about the Demised Premises except in accordance with applicable legal requirements, without obtaining Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. Tenant shall indemnify and hold harmless Landlord from any claim or loss arising from a breach of this Section. Without limitation, of the foregoing, if Tenant causes the presence of any Hazardous Substance as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time ("CERCLA"), or petroleum (including crude oil or any fraction thereof) on, in or about the Demised Premises, except in accordance with applicable legal requirements or with Landlord's consent that results in contamination, Tenant, at its sole expense and with Landlord's prior written approval of any remedial action, shall promptly take any and all necessary actions to return the Demised Premises or the Common Area, as the case may be, to the same condition that existed prior to the presence of any such Hazardous Substance on, in or about the Demised Premises.

#### **44. ESTOPPEL CERTIFICATES**

Tenant agrees, at any time and from time to time and within ten (10) days after requested by Landlord, to execute and deliver to Landlord a statement (commonly referred to as an Estoppel Certificate) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications). Tenant also shall include in any and such statements such other information concerning this Lease as Landlord, its mortgagee(s) or purchaser may request. In the event Tenant fails to comply with this Section, such failure shall constitute a material breach of the Lease, and Landlord may execute said document on Tenant's behalf.

**45. FINANCIAL STATEMENTS**

Prior to the Commencement Date, and thereafter throughout the Term of this Lease, Tenant and Guarantor shall provide Landlord, within ten (10) days of Landlord's request therefore, no more than once per year, the most current and complete financial statement of Tenant and Guarantor(s), including, but not limited to, its balance sheet and profit and loss statement, and a statement of gross sales from the Demised Premises certified by an officer of Tenant.

**46. ENTIRE AGREEMENT**


This Lease constitutes the entire understanding between the parties and shall bind the parties, their successors and assigns. No representations, except as herein expressly set forth, have been made by either party to the other. All negotiations and oral agreements acceptable to both parties are included herein; and unless reduced to writing in this Lease, no oral representations will be held to be true or accurate, and may not be relied upon by Tenant for any reason. This Lease cannot be amended or modified except in writing, signed by Landlord and Tenant.

**IN WITNESS WHEREOF**, Landlord and Tenant have executed herein below.

Witnesses:

TENANT

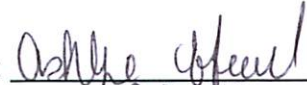
**EMPORIUM 7, LLC**

  
\_\_\_\_\_  
Stephanie D'Amico

Print Name

  
\_\_\_\_\_  
James Mueller

Print Name

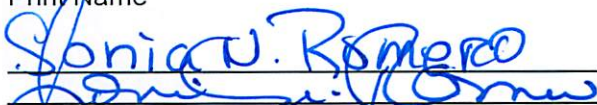
By:   
\_\_\_\_\_  
Print Name: Ashleigh Offord  
Title: Owner  
Date: 7/19/22

LANDLORD

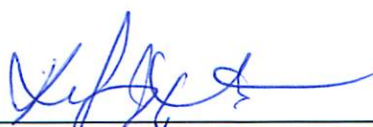
**GREATER ORLANDO AVIATION AUTHORITY**

  
\_\_\_\_\_  
Anne Farmer

Print Name

  
\_\_\_\_\_  
Sonia U. Romero

Print Name

By:   
\_\_\_\_\_  
Print Name: Kevin J Thibault  
Title: CEO  
Date: 8/23/22



**45. FINANCIAL STATEMENTS**

Prior to the Commencement Date, and thereafter throughout the Term of this Lease, Tenant and Guarantor shall provide Landlord, within ten (10) days of Landlord's request therefore, no more than once per year, the most current and complete financial statement of Tenant and Guarantor(s), including, but not limited to, its balance sheet and profit and loss statement, and a statement of gross sales from the Demised Premises certified by an officer of Tenant.

**46. ENTIRE AGREEMENT**


This Lease constitutes the entire understanding between the parties and shall bind the parties, their successors and assigns. No representations, except as herein expressly set forth, have been made by either party to the other. All negotiations and oral agreements acceptable to both parties are included herein; and unless reduced to writing in this Lease, no oral representations will be held to be true or accurate, and may not be relied upon by Tenant for any reason. This Lease cannot be amended or modified except in writing, signed by Landlord and Tenant.

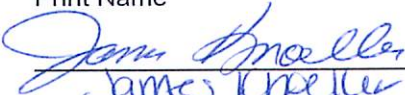
**IN WITNESS WHEREOF**, Landlord and Tenant have executed herein below.

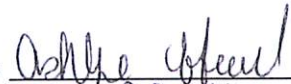
Witnesses:

TENANT

**EMPORIUM 7, LLC**

  
\_\_\_\_\_  
Stephanie P. Amico  
Print Name

  
\_\_\_\_\_  
James Kneller  
Print Name

By:   
\_\_\_\_\_  
Print Name: Ashleigh Offord  
Title: owner  
Date: 7/19/22

LANDLORD

**GREATER ORLANDO AVIATION AUTHORITY**


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

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY**  
for the use and reliance of the Greater Orlando  
Aviation Authority, only.

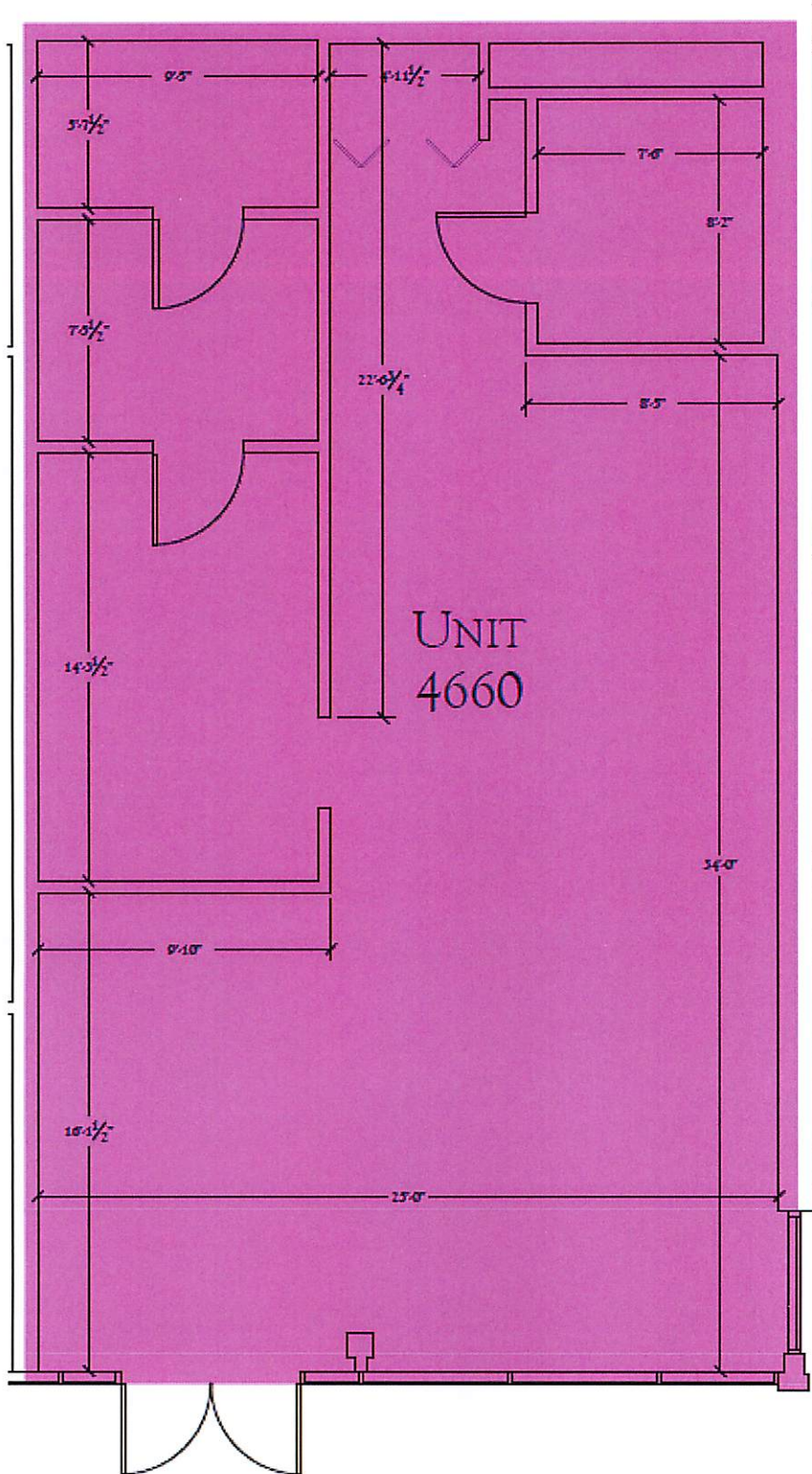
Rumberger, Kirk & Caldwell, P.A., Counsel

By:   
\_\_\_\_\_  
David C. Willis, Esquire  
Rumberger, Kirk and Caldwell, P.A.  
Dated: August 18, 2022





DEMISED PREMISES



## EXHIBIT B

### LEGAL DESCRIPTION

A portion of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 22 South, Range 30 East, and a portion of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 22 South, Range 30 East, Orange County, Florida; being more particularly described as follows: Commence at the Northwest corner of the Northeast 1/4 of Section 29; thence run S. 89°50'55" E. along the North line of Section 29 for 2329.60 feet; thence run S. 00°09'05" W. for 81.75 feet to the Point of Beginning on the South right-of-way line of State Road No. 50; thence run S. 00°09'05" W. for 250.00 feet; thence run S. 89°50'55" E. for 300.04 feet; thence run S. 00°52'55" E. for 140.05 feet to a point of curvature of a curve concave Northwesterly and having a radius of 100.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 61°52'55" and an arc length of 108.00 feet to a point of tangency; thence run S. 61°00'00" W. for 350.70 feet; thence run N. 89°50'55" W. for 281.66 feet to a point of curvature of a curve concave Northeasterly and having a radius of 100.00 feet; thence run Northerly along the arc of said curve through a central angle of 65°22'34", and an arc length of 114.10 feet to a Point of Reverse curvature of a curve concave Southwesterly and having a radius of 380.00 feet; thence run Northwesterly along the arc of said curve through a central angle of 38°31'39" and an arc distance of 255.52 feet to a point of tangency; thence N. 63°00'00" W. a distance of 56.01 feet; thence N. 00°09'05" E. a distance of 135.67 feet; thence S. 89°50'55" E. a distance of 264.00 feet; thence N. 00°09'05" E. 250.00 feet to the aforesaid South right-of-way of Colonial Drive (State Road No. 50); thence S. 89°50'55" E. along said South right-of-way line a distance of 387.35 feet to the Point of Beginning.

Together with

A portion of the Northeast 1/4 of Section 29, Township 22 South, Range 30 East, Orange County, Florida; Being more particularly described as follows: Commence at the Northwest corner of the Northeast 1/4 of said Section 29; Thence run S. 89°50'55" E. along the North line of said Section 29 for 1313.26 feet; Thence run S. 0°09'05" W. for 77.06 feet to the South right-of-way line of State Road No. 50, said point being the Point of Beginning; Thence run S. 0°09'05" W. for 214.40 feet; Thence run S. 89°50'55" E. for 285.00 feet; Thence S. 0°09'05" W. for 113.19 feet; Thence run N. 89°50'55" W. for 71.63 feet to a point of curvature; Thence run Southwesterly along the arc of a circular curve concave to the Southeast and having for its elements a radius of 143.60 feet and a central angle of 27°09'05" for an arc distance of 68.05 feet to a point of tangency; Thence run S. 63°00'00" W. for 390.88 feet; Thence run N. 41°04'37" W. for 334.28 feet; Thence run N. 48°55'23" E. for 30.41 feet; Thence run S. 89°50'55" E. for 126.24 feet; Thence run N. 0°09'05" E. for 269.70 feet to the South right-of-way line of State Road No. 50; Thence run Southeasterly along said right-of-way, being a circular curve concave to the Southwest and having for its elements a radius of 2234.83 feet, central angle of 4°31'06" and a chord bearing of S. 86°09'03" E. for an arc distance of 176.24 feet to a point of reverse curve; Thence run Southeasterly along the arc of a circular curve concave to the Northeast and having for its elements a radius of 2348.83 feet, a central angle of 2°20'02" and a chord bearing of S. 85°03'31" E. for an arc distance of 95.68 feet to the Point of Beginning.

**EXHIBIT C**

**TERM COMMENCEMENT DECLARATION**

DATE: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Address: \_\_\_\_\_

RE: Retail Lease Agreement between Greater Orlando Aviation Authority ("Landlord") and  
\_\_\_\_\_ ("Tenant") dated \_\_\_\_\_.

Capitalized term used herein but not defined shall be given the meanings assigned to them in the Lease.

Condition of the Demised Premises. Tenant has accepted possession of the Demised Premises pursuant to the Lease. Any Landlord's Work required by the terms of the Lease has been completed to Tenant's satisfaction except for the punch list items attached hereto (the "Punch List").

Landlord and Tenant hereby declare that the Commencement Date is established to \_\_\_\_\_, 202\_\_\_\_ and that the Lease Expiration Date is \_\_\_\_\_, 202\_\_\_\_. The Lease is in full force and effect as of the above date and there are no defenses or offsets thereto claimed by Tenant except as set forth herein: NONE.

LANDLORD:

TENANT:

GREATER ORLANDO AVIATION AUTHORITY  
an agency of the City of Orlando, Florida

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT D**  
**LANDLORD'S WORK**

NONE

## EXHIBIT E

### TENANT'S WORK

1. Tenant Work. The Tenant shall perform Tenant's Work, as defined in this Lease, at Tenant's sole cost, which includes, without limitation all leasehold improvements, fixtures, paint, and flooring and such non-structural improvements, equipment and finishes on the interior of the Premises as Tenant deems necessary or desirable to open the Premises for business to the public. Such Tenant's work shall be performed in compliance all Applicable Laws.

2. Landlord's Consent. Tenant shall not make any alterations, additions or decorations to the Premises without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld.

3. Plans and Specifications. If and to the extent any building permit is required to perform any portion of Tenant's Work, then Tenant shall deliver to Landlord for approval: (i) its plans and specifications prepared by a design consultant reasonably acceptable to Landlord (the "Architect") depicting such improvements to be installed in the Premises (the "Plans"), and (ii) evidence of insurance in such a form and amount as the Landlord may reasonably require. Tenant's Plans shall be in compliance with all applicable governmental and quasi-governmental rules and regulations including, without limitation, the Americans with Disabilities Act of 1990, as now or hereafter amended, and the rules and regulations from time to time promulgated thereunder. Prior to commencement of any work, Tenant shall present evidence satisfactory to the Landlord that the Tenant has obtained, at its expense, all necessary permits and other governmental approvals for the work. If Landlord disapproves of such Plans, then Tenant shall revise such Plans and submit same to Landlord for its review and approval. This process shall be repeated until the Plans have been finally approved by Landlord and Tenant. Following final approval of the Plans, the Plans may not be changed without the prior written consent of Landlord. Landlord's written approval is required for Tenant to submit any plans for permitting process to the local jurisdiction.

4. Performance of Work. Tenant's Work shall be performed under contract with by a properly licensed general contractor. Tenant shall assume full responsibility for compliance with any laws, codes or regulations, including associated costs for same, in connection with Tenant Improvements. Tenant shall procure or cause to be procured all permits, licenses and other authorizations required for the lawful and proper undertaking of Tenant's Work. The following items must be submitted to Landlord's representative prior to commencement of Tenant's Work:

- i. final and complete set of Construction documents that will be used for obtaining a building permit and for construction purposes;
- ii. a copy of the building permit;
- iii. a copy of a Certificate of Insurance in a form acceptable to Landlord from Tenant's general contractor with the naming the Landlord and the "additional insured" outlined herein including all applicable endorsements;
- iv. a list of all subcontractors from Tenant's general contractor who will be providing materials and/or services to Demised Premises.

5. General Contractor's Insurance. Tenant shall cause its general contractor to, at a minimum, maintain and provide proof of General Liability and Automobile Liability and Workers' Compensation in accordance with Section 21 of the Lease. All insurance policies of General Contractor shall be primary to any insurance maintained by Landlord and the Additional Insureds and shall include to the fullest extent permitted by law, a waiver of subrogation in favor of Landlord and the Additional insures.

6. Costs and Completion Documentation. The entire cost of performing Tenant's Work shall be paid by Tenant. Upon completion of Tenant's Work, Tenant shall promptly provide Landlord with the following (a) one or more of the following as provided by the City of Orlando: a certificate of occupancy, the building permits with final inspections signed off, and/or a letter stating that all Tenant's Work has been inspected and approved, (b) third-party invoices for costs incurred by Tenant in constructing Tenant's Work; (c) evidence that Tenant has paid the invoices for such costs; and (d) final and unconditional lien waivers from any contractor or subcontractor who has constructed any portion of Tenant's Work or any materialman who has supplied materials used or incorporated into any portion of Tenant's Work including the contractor's final payment affidavit.

7. As-Built Drawings. Within thirty (30) days after completion of all of Tenant's Work, Tenant shall provide Landlord with record drawings showing the "as-built" condition of the improvements constructed, in such format, including without limitation a CAD format.

8. Landlord's Right to Inspect. Landlord or its affiliate or agent shall have the right to inspect Tenant's Work.

9. General Construction Requirements. Tenant shall comply with the following terms in connection with the performance of Tenant's Work:

a. Prior to commencement of construction, Tenant must either procure a construction dumpster for the disposal of all construction materials or, at the direction of Landlord, utilize only those dumpsters as designated by Landlord for the disposal of construction debris. The Shopping Center dumpster may not be used for this purpose.

b. Tenant shall keep construction materials and equipment needed to complete Tenant's Work only in the staging area designated by Landlord.

c. Tenant shall remove all construction materials, equipment and debris from the staging area immediately upon completion of Tenant's Work, prior to Tenant's opening the Premises for business to the public.

d. Tenant shall keep the Common Areas clean and free of any and all trash and/or construction debris resulting from Tenant's Work.

e. If the paving, curbing, lighting, or landscaping or other improvements within the staging area or any other area of the Shopping Center is damaged during construction, Tenant shall promptly repair or replace such improvements in a first-class manner consistent with the quality of similar improvements in the Shopping Center.

f. Tenant's work and installations shall not impede or interfere with any work in other parts of the Premises or the Shopping Center.

g. Tenant shall perform Tenant's Work in a manner that will not interfere with or adversely affect the operation of the Tenant's businesses and shall not cause closing, interruption or impairment of the normal conduct of business of the other occupants of the Shopping Center.

h. Tenant agrees that the exterior of the Premises and that part of the Premises visible from the exterior will be in a neat and clean condition at all times.

i. Any Tenant Work involving venting, opening, sealing, waterproofing or any altering of the roof shall be performed by Landlord's roofing contractor at Tenant's expense. Tenant shall provide Landlord with a certificate from Landlord's roofing contractor that all of Tenant's Work involving the roof has been performed in compliance with all applicable laws, the Lease and this EXHIBIT E. Tenant hereby holds Landlord harmless from any damage to the Premises resulting directly or indirectly from Tenant's venting, opening, sealing, waterproofing or other altering of the

roof. In the event of any dispute as to work performed or required to be performed by Landlord or Tenant, the certificate of Landlord's architect or engineer shall be conclusive.

j. Tenant shall furnish, install and maintain fire extinguishers and smoke alarms in strict accordance with Landlord's insurance underwriter's requirements, local, state and any national codes, and N.F.P.A. requirements, and in strict accordance with any such future requirements. Any additional fire protection required by Tenant's business shall also be at Tenant's expense.

k. Any alterations, additions and decorations or other work performed by Tenant shall be conducted in accordance with Applicable Laws

l. Tenant shall comply with all reasonable requirements of the Landlord in completing all of its work. The Tenant shall promptly repair, at its expense and to the satisfaction of the Landlord, any damage to the Premises, Shopping Center or any mechanical systems and facilities thereof resulting from any work undertaken by the Tenant.

**EXHIBIT F**

**MEMORANDUM OF LEASE**

[See Attached]



Prepared By and Return To:  
David C. Willis, Esquire  
Rumberger, Kirk & Caldwell, P.A.  
P. O. Box 1873  
Orlando, FL 32801

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### MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into this the 23 day of August, 2022 by and between the **GREATER ORLANDO AVIATION AUTHORITY**, an agency of the City of Orlando, Florida, existing as an independent special district under and by virtue of the laws of the State of Florida, (hereinafter referred to as "Landlord") and **EMPORIUM 7, LLC**, a Florida limited liability company ("Tenant").

1. Landlord and Tenant entered into that certain Lease Agreement (the "Lease") on the 23 day of August, 2022, for premises located upon land lying and situate in Orange, Florida and more particularly described as follows:

See attached Exhibit 1 (the "Premises").

2. The street address of the Premises, which is the subject of the Lease, is 4200 – 4678 East Colonial Drive, Orlando, Florida 32803.

3. This Memorandum is for notice purposes and not intended to modify the terms of the Lease. All persons are referred to the Lease for all of its terms and conditions, as they may be amended from time to time.

4. Notice is hereby given that, Section 5.c. of the Lease contains, *inter alia* the following:

c. Tenant shall keep the Demised Premises and the improvements thereon at all times during the Term hereof free of construction liens and other liens of like nature and at all times shall fully protect and hold Landlord harmless against all such liens or claims and against all attorney's fees and other costs and expenses arising out of or as a result of any such lien or claim. Pursuant to section 713.10, Florida Statutes, the interests of Landlord in the Demised Premises, the Shopping Center or the improvements thereon, shall not be subject to liens for any improvements made by or on behalf of the Tenant and no one acting by, through or under the Tenant may file any lien against the Demised Premises or the Shopping Center. All parties with whom Tenant may deal are put on notice that Tenant has no power to subject Landlord's interest to any mechanics' or materialmen's lien of any kind or character, and all such persons so dealing with Tenant must look solely to the credit of Tenant, and not to Landlord's said interest or assets. Tenant shall provide written notice to each contractor, subcontractor, materialman, mechanic and laborer performing work in the Demised Premises of the foregoing, with a copy of such notice sent to Landlord. Landlord shall record a Memorandum of this Lease in the form attached hereto as EXHIBIT F in the Public Records of Orange County, Florida. If any such lien or notice of lien on account of the alleged debt of Tenant or any

notice of contract by a party engaged by Tenant or Tenant's contractor to work on the Premises shall be filed against the Premises, Tenant's leasehold interest therein or any Improvements, the Tenant shall, within thirty (30) days after notice of filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise..

5. The majority of the leases entered into for premises on the parcel of land expressly prohibit such liability.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease the day and year first above written.

LANDLORD:

TENANT:

GREATER ORLANDO AVIATION AUTHORITY  
an agency of the City of Orlando, Florida

EMPORIUM 7, LLC, a Florida limited liability company

By: [Signature]

By: [Signature]

Print Name: Kevin J Thibault

Print Name: Ashleigh Offord

Title: CEO

Title: Owner

Date: 8/23/22

Date: 7/19/22

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this the 23<sup>rd</sup> day of August, 2022 by Kevin Thibault as Chief Executive Officer of **GREATER ORLANDO AVIATION AUTHORITY**, an agency of the City of Orlando, Florida.

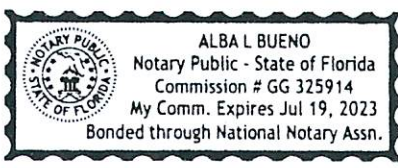
[Signature]  
Signature of Notary

AFFIX SEAL

Alba L. Bueno

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known [Signature]  
OR Produced Identification [Signature]  
Type of Identification Produced [Signature]



STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this the 11<sup>th</sup> day of August, 2022 by Ashleigh Brianna Offord as Owner of EMPORIUM 7, LLC a Florida limited liability company.

Latricia K. Ewen  
Signature of Notary

AFFIX SEAL

Latricia K. Ewen.  
PRINT, TYPE OR STAMP NAME OF NOTARY



Personally known \_\_\_\_\_  
OR Produced Identification FL Drivers license

Type of Identification Produced O 143-00294-5550



## EXHIBIT 1

### LEGAL DESCRIPTION

A portion of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 22 South; Range 30 East, and a portion of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 22 South, Range 30 East, Orange County, Florida; being more particularly described as follows: Commence at the Northwest corner of the Northeast 1/4 of Section 29; thence run S. 89°50'55" E. along the North line of Section 29 for 2329.60 feet; thence run S. 00°09'05" W. for 81.75 feet to the Point of Beginning on the South right-of-way line of State Road No. 50; thence run S. 00°09'05" W. for 250.00 feet; thence run S. 89°50'55" E. for 300.04 feet; thence run S. 00°52'55" E. for 140.05 feet to a point of curvature of a curve concave Northwesterly and having a radius of 100.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 61°52'55" and an arc length of 108.00 feet to a point of tangency; thence run S. 61°00'00" W. for 350.70 feet; thence run N. 89°50'55" W. for 281.66 feet to a point of curvature of a curve concave Northeasterly and having a radius of 100.00 feet; thence run Northerly along the arc of said curve through a central angle of 65°22'34", and an arc length of 114.10 feet to a Point of Reverse curvature of a curve concave Southwesterly and having a radius of 380.00 feet; thence run Northwesterly along the arc of said curve through a central angle of 38°31'39" and an arc distance of 255.52 feet to a point of tangency; thence N. 63°00'00" W. a distance of 56.01 feet; thence N. 00°09'05" E. a distance of 135.67 feet; thence S. 89°50'55" E. a distance of 264.00 feet; thence N. 00°09'05" E. 250.00 feet to the aforesaid South right-of-way of Colonial Drive (State Road No. 50); thence S. 89°50'55" E. along said South right-of-way line a distance of 387.35 feet to the Point of Beginning.

Together with

A portion of the Northeast 1/4 of Section 29, Township 22 South, Range 30 East, Orange County, Florida; Being more particularly described as follows: Commence at the Northwest corner of the Northeast 1/4 of said Section 29; Thence run S. 89°50'55" E. along the North line of said Section 29 for 1313.26 feet; Thence run S. 0°09'05" W. for 77.06 feet to the South right-of-way line of State Road No. 50, said point being the Point of Beginning; Thence run S. 0°09'05" W. for 214.40 feet; Thence run S. 89°50'55" E. for 285.00 feet; Thence S. 0°09'05" W. for 113.19 feet; Thence run N. 89°50'55" W. for 71.63 feet to a point of curvature; Thence run Southwesterly along the arc of a circular curve concave to the Southeast and having for its elements a radius of 143.60 feet and a central angle of 27°09'05" for an arc distance of 68.05 feet to a point of tangency; Thence run S. 63°00'00" W. for 390.88 feet; Thence run N. 41°04'37" W. for 334.28 feet; Thence run N. 48°55'23" E. for 30.41 feet; Thence run S. 89°50'55" E. for 126.24 feet; Thence run N. 0°09'05" E. for 269.70 feet to the South right-of-way line of State Road No. 50; Thence run Southeasterly along said right-of-way, being a circular curve concave to the Southwest and having for its elements a radius of 2234.83 feet, central angle of 4°31'06" and a chord bearing of S. 86°09'03" E. for an arc distance of 176.24 feet to a point of reverse curve; Thence run Southeasterly along the arc of a circular curve concave to the Northeast and having for its elements a radius of 2348.83 feet, a central angle of 2°20'02" and a chord bearing of S. 85°03'31" E. for an arc distance of 95.68 feet to the Point of Beginning.

**EXHIBIT G**

**PAYMENT AND PERFORMANCE BONDS**

ORLANDO EXECUTIVE AIRPORT

PERFORMANCE/PAYMENT BOND  
COVER SHEET

PERFORMANCE/PAYMENT BOND COVER SHEET. This cover sheet is an integral part of the attached bonds and must not be separated from them.

GREATER ORLANDO AVIATION AUTHORITY  
ORLANDO, FLORIDA  
(Public Work)

In Compliance with Florida Statute Chapter 255.05(1)(a)

PERFORMANCE BOND NO.:	
PAYMENT BOND NO.:	
CONTRACTOR INFORMATION:	Name:
	Address:
	Phone:
SURETY PRINCIPAL: BUSINESS INFORMATION	Name:
	Address:
	Phone:
OWNER INFORMATION:	Name: Greater Orlando Aviation Authority
	Address: One Jeff Fuqua Boulevard
	Orlando, FL 32827
	Phone: (407) 825-2001
BOND AMOUNT:	\$
CONTRACT NO. (if applicable):	T-
DESCRIPTION OF WORK:	
PROJECT LOCATION:	Orlando Executive Airport, Orlando, FL
AGENT INFORMATION:	Name:
	Address:
	Phone:

GREATER ORLANDO AVIATION AUTHORITY  
ORLANDO, FLORIDA

The cover page that lists the contact information for the entities involved in this bond is considered the front page of this bond and is an integral part of this bond and, therefore, must not be separated from this bond.

**KNOW ALL MEN BY THESE PRESENTS** that CONTRACTOR LEGAL NAME, hereinafter referred to as Principal, whose principal business address is \_\_\_\_\_ and NAME OF SURETY, a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Florida, hereinafter referred to as Surety, whose principal business address is \_\_\_\_\_, are held and firmly bound unto the Greater Orlando Aviation Authority as Obligee, hereinafter referred to as Authority, and TENANT LEGAL NAME, as Co-Obligee, hereafter referred to as Company, in the Penal Sum of \_\_\_\_\_ U.S. DOLLARS (\$\_\_\_\_\_), for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, TENANT LEGAL NAME, hereinafter referred to as Company has leased from Authority real property at Orlando Executive Airport described as \_\_\_\_\_, in accordance with the Lease Agreement dated Date of Lease, which is incorporated herein by reference, made a part hereof, and is hereinafter referred to as the Lease; and

**WHEREAS**, Principal has by written agreement dated Date of Contract, entered into a contract, hereinafter referred to as the Contract, with Company, for the construction of improvements to the above-described real property in accordance with the plans and specifications prepared by Name of Architect, dated Date on Final 100% Plans, T-000 GOAA PROJECT NUMBER AS ASSIGNED which were approved by Authority, and which are incorporated herein by reference and made a part hereof, and which are hereinafter referred to as the Plans and Specifications (Contract and Plans and Specifications hereinafter referred to collectively as the Contract Documents); and

**WHEREAS**, under the terms of the Contract, Principal is required to complete the improvements to the above-described property in accordance with the Plans and Specifications and the requirements of the Contract Documents, and is also required to provide a bond guaranteeing the faithful performance of such improvements by the Principal; and

**WHEREAS**, Surety is authorized to do business in the State of Florida;

**NOW, THEREFORE**, the condition of this obligation is such that if Principal:

1. Promptly and faithfully completes and performs such improvements in accordance with the Plans and Specifications, the Contract, and the covenants and obligations imposed upon Principal by the Contract Documents in connection therewith, in the time and manner prescribed in therein; and
2. Pays Authority and Company, in that order, all losses, damages (liquidated or actual), including, but not limited to, damages caused by delays in performance of the Principal, expenses, legal costs and attorneys' fees (including, but not limited to, those for investigative and legal support services and those incurred in appellate or bankruptcy proceedings) that Authority sustains arising out of, related to, or resulting directly or indirectly from the conduct or omissions of Principal,



including, but not limited to, failure of the Principal to complete the improvements in accordance with the Plans and Specifications or the terms of the Contract, any breach or default by Principal under the Contract, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees, or any other person or entity for whom the Principal is responsible;

then this bond is void; otherwise it shall remain in full force and effect.

3. In the event that Principal fails to complete the improvements in accordance with the Plans and Specifications or the terms of the Contract, or fails to perform any of the terms, covenants and conditions of the Contract Documents or the Lease related to construction of such improvements during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Authority and Company, for all such loss or damage, including legal costs and attorneys' fees (including, but not limited to, those for investigative and legal support services and those incurred in appellate or bankruptcy proceedings), arising out of, related to, or resulting from any failure to perform up to the amount of the Penal Sum.
4. In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Authority and Company harmless from any and all loss, damage, cost, or expense, including legal costs and attorneys' fees (including, but not limited to, those for investigative and legal support services and those incurred in appellate or bankruptcy proceedings), arising out of, related to, or resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.
5. The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Authority's or Company's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Lease or the Contract entered into by Authority, Company and/or Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or waivers of any default under the Lease or the Contract granted by Authority to Company or Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceedings, or (iv) any other action taken by Authority or Company or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.
6. The institution of suit upon this Bond shall be in accordance with, and subject to the limitations period of, Section 95.11, Florida Statutes.
7. Surety stipulates that any change, addition, omission, or other modification in or under the Lease or the Contract and compliance or noncompliance with any formality connected with the Lease or the Contract or the change therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such change, addition, omission, or other modification. Further, Principal and Surety acknowledge that the Penal Sum of this Bond shall increase or decrease in accordance with any approved change, addition, omission, or other modification to the Lease and/or the Contract.

PERFORMANCE BOND

BOND NO.: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Principal and Surety have executed this instrument under their several seals on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

Principal  
**CONTRACTOR LEGAL NAME**

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

\_\_\_\_\_  
(Principal must indicate whether it is a Corporation, Company, Partnership, or Individual)

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
(SEAL)

Signed, sealed and delivered in the presence of:

Surety  
**SURETY LEGAL NAME**

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
(SEAL)

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

\_\_\_\_\_  
Countersigned by Florida Registered Agent

Title: \_\_\_\_\_  
License No.: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Address: \_\_\_\_\_

**NOTE:** If Principal and Surety are corporations, the respective corporate seals shall be affixed and attached.

Surety shall execute and attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety, as well as the Power of Attorney appointing the Florida licensed agent.

**PRINCIPAL SHALL CAUSE THIS BOND, INCLUDING THE COVER SHEET, TO BE RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND SHALL PROVIDE A CERTIFIED COPY OF THE RECORDED BOND TO THE AUTHORITY PRIOR TO COMMENCING ANY WORK UNDER THE CONTRACT.**



PERFORMANCE BOND

BOND NO.: \_\_\_\_\_

PERFORMANCE BOND CERTIFICATION FORM

GREATER ORLANDO AVIATION AUTHORITY  
ORLANDO, FLORIDA

I, \_\_\_\_\_, certify that I am the Secretary of the corporation, the General Partner of the Partnership, or Manager or Managing Member of the LLC named as Principal in the foregoing Performance Bond; that \_\_\_\_\_ [individual] who signed the said Bond on behalf of the Principal was then President or Vice-President of said corporation, the General Partner of the Partnership, or the Manager or Managing Member of the LLC; that I that individual's signature, and that the individual's signature is genuine, and that said Bond was duly signed, sealed, and attested to for and in behalf of said Principal by authority of its governing body or is otherwise authorized by the Principal to enter into this Contract and Bond.

\_\_\_\_\_  
Secretary Signature

\_\_\_\_\_  
Secretary Printed Name

(Corporate Seal)

PAYMENT BOND

BOND NO.: \_\_\_\_\_

GREATER ORLANDO AVIATION AUTHORITY  
ORLANDO, FLORIDA

The cover page that lists the contact information for the entities involved in this bond is considered the front page of this bond and is an integral part of this bond and, therefore, must not be separated from this bond.

**KNOW ALL MEN BY THESE PRESENTS** that CONTRACTOR LEGAL NAME, hereinafter referred to as Principal, whose principal business address is \_\_\_\_\_, and NAME OF SURETY, a corporation organized under the laws of the State of \_\_\_\_\_, having its home office in the City of \_\_\_\_\_, and licensed to do business in the State of Florida, hereinafter referred to as Surety, whose principal business address is \_\_\_\_\_, are held and firmly bound unto the Greater Orlando Aviation Authority, as Obligee, hereinafter referred to as Authority, and TENANT LEGAL NAME, as Co-Obligee, hereinafter referred to as Company, in the Penal Sum of \_\_\_\_\_ U.S. DOLLARS (\$\_\_\_\_\_), for the payment of which sum well and truly to be made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, TENANT LEGAL NAME, hereinafter referred to Company has leased from Authority real property at Orlando Executive Airport described as \_\_\_\_\_, in accordance with the Lease Agreement dated Date of Lease, which is incorporated herein by reference, made a part hereof, and is hereinafter referred to as the Lease, and

**WHEREAS**, Principal has by written agreement dated Date of Contract, entered into a contract, hereinafter referred to as the Contract, with Company, for the construction of improvements to the above-described real property; and

**WHEREAS**, under the terms of the Lease, Company is required to indemnify and hold harmless Authority from and against any and all claims of claimants, as defined in Sections 255.05(1) and 713.01(16), Florida Statutes, for improvements to the above-described real property, and is also required to provide a bond protecting the rights of such claimants to payment for services, labor, materials or supplies used directly or indirectly in the prosecution of the improvements to the above-described real property; and

**WHEREAS**, Surety is authorized to do business in the State of Florida;

**NOW, THEREFORE**, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Sections 255.05(1) and 713.01(16), Florida Statutes, supplying Principal with services, labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the improvements to Authority's real property as provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, to the extent applicable; and for the purpose of exempting any legal or equitable interest in real property owned by Authority from liens, and complying with the requirements of Section 713.23, Florida Statutes, to the extent applicable.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Sections 255.05 and 713.23, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Principal shall, before commencing or not later than 45 days after commencing to furnish labor, services, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he or she intends to look to the bond for protection. Any claimant who is not in privity with the Principal and who has not received payment for services, labor, materials, or supplies shall deliver to the Principal and to the Surety written notice of the performance of the services or labor or delivery of the materials or supplies and of the nonpayment in accordance with Section 255.05(2), Florida Statutes. The notice of nonpayment may be served at any time during the progress of the work or thereafter, but not before forty-five (45) days after first furnishing of the labor, services, material, or supplies and not later than ninety (90) days after the final furnishing of the labor, services, materials, or supplies by the claimant. No action for the services, labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the services or labor or completion of the delivery of the materials or supplies.

3. The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Lease or Contract entered into by Authority, Company, and/or Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Lease or Contract granted by Authority to Company or Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Lease or Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Authority, Company, or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

4. Any change, addition, omission, or modification in or under the Lease or Contract and compliance or noncompliance with any formality connected with the Lease or Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such change. Further, Principal and Surety acknowledge that the Penal Sum of this Bond shall increase or decrease in accordance with any approved change, addition, omission, or other modification to the Lease and/or the Contract.

**[THIS SPACE LEFT INTENTIONALLY BLANK]**

PAYMENT BOND

BOND NO.: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Principal and Surety have executed this instrument under their several seals on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

Principal  
**CONTRACTOR LEGAL NAME**

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

\_\_\_\_\_  
(Principal must indicate whether it is a Corporation, Company, Partnership, or Individual)

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
(SEAL)

Signed, sealed and delivered in the presence of:

Surety  
**SURETY LEGAL NAME**

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
(SEAL)

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

\_\_\_\_\_  
Countersigned by Florida Registered Agent

Title: \_\_\_\_\_  
License No.: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Address: \_\_\_\_\_

**NOTE:** If Principal and Surety are corporations, the respective corporate seals shall be affixed and attached.

Surety shall execute and attach a certified copy of Power-of-Authority appointing individual Attorney-in-Fact for execution of this Bond on behalf of Surety, as well as the Power of Attorney appointing the Florida licensed agent.

**PRINCIPAL SHALL CAUSE THIS BOND, INCLUDING THE COVER SHEET, TO BE RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND SHALL PROVIDE A CERTIFIED COPY OF THE RECORDED BOND TO THE AUTHORITY PRIOR TO COMMENCING ANY WORK UNDER THE CONTRACT.**

PAYMENT BOND

BOND NO.: \_\_\_\_\_

**PAYMENT BOND CERTIFICATION FORM**

**GREATER ORLANDO AVIATION AUTHORITY  
ORLANDO, FLORIDA**

I, \_\_\_\_\_, certify that I am the Secretary of the corporation, the General Partner of the Partnership, or Manager or Managing Member of the LLC named as Principal in the foregoing Payment Bond; that \_\_\_\_\_ [individual] who signed the said Bond on behalf of the Principal was then President or Vice-President of said corporation, the General Partner of the Partnership, or the Manager or Managing Member of the LLC; that I that individual's signature, and that the individual's signature is genuine, and that said Bond was duly signed, sealed, and attested to for and in behalf of said Principal by authority of its governing body or is otherwise authorized by the Principal to enter into this Contract and Bond.

\_\_\_\_\_  
Secretary Signature

\_\_\_\_\_  
Secretary Printed Name

(Corporate Seal)

## EXHIBIT H

### EXCLUSIVE AND PROHIBITED USES

#### PROHIBITED USES

- a. Any use which emits offensive odor, objectionable sounds, warehousing or dumping of garbage;
- b. Storage facility, refining, mining operation;
- c. Mobile home park, trailer court, labor camp, junkyard, stockyard;
- d. Fire sale facility, bankruptcy sale facility, auction house, lost our lease or going out of business sales;
- e. Central laundry, dry cleaning plant or laundromat
- f. Automobile, truck, trailer, R.V., boat, or other motor vehicle sales, rental, leasing, display, repair, maintenance, warehouse, gasoline service station, or car wash;
- g. Living quarters, sleeping apartments or lodging rooms, hotel/motel;
- h. Mortuary or funeral home;
- i. Adult oriented business such as an adult book or video store or any establishment selling or exhibiting Pornographic materials or Use, or massage parlor (except any business which performs any type of massage related services, other than a qualified medical facility operated by a licensed physician, or beauty salon or day spa that offers therapeutic massages incidental to other beauty-related services);
- j. Head shop or other establishment selling drug relate paraphernalia;
- k. Gambling facility, tattoo or piercing parlor;
- l. Any unlawful use;
- m. Pawn shop, check cashing store, gun shop or ancillary weapons store selling components or accessories for guns or weapons;
- n. Bowling alley, skating rink, carnival, or circus;
- o. Bar, tavern or cocktail lounge or other facility serving alcoholic beverages, except to the extent incidental to a business operating primarily for on-premises consumption with food sales provided the sale of alcoholic beverages do not exceed more than fifty percent (50%) of the total revenues derived at such business;
- p. Nightclub, lounge, club, discotheque, dance hall, billiard/pool hall, or flea market;
- q. Child/Adult Day Care;
- r. Other retail business not generally compatible to a family oriented retail shopping center.

In addition, and without limiting the generality of the foregoing, in no event shall Tenant use the Premises or permit the Premises to be used in violation of the specific restrictions and exclusive use clauses in any other leases in existence at the Shopping Center. Further, Tenant shall comply with the Rules and Regulations for the Shopping Center attached hereto as EXHIBIT L, as may be amended from time to time.

## **EXCLUSIVE USES<sup>1</sup>**

**Ace Music Center, Inc.** - Landlord covenants and agrees that so long as the Premises has not ceased to be used as a retail store primarily engaged in the sale and/or rental of musical instruments and related equipment for a continuous period in excess of one hundred eighty (180) days (excepting any periods during which remodeling or restoration work is being conducted with due diligence or Tenant is prevented from operating due to a force majeure), not to permit or suffer any other occupant of the Shopping Center or any expansion thereof (including any outlets owned or leased by Landlord) to: (i) be primarily engaged in the sale of musical instruments, equipment, accessories, sound equipment and reinforcement including, without limitation, public address, lessons, sheet music, musical instrument related computer hardware and software and related goods and services, the renting and servicing of same (the aforesaid are individually or collectively referred to as the "Music Products"); or (ii) use more than five hundred (500) square feet of floor area, in the aggregate, for the sale, leasing or display of the Music Products.

The provisions of this paragraph shall not prohibit the sale and/or rental of the following: (i) pre-recorded audio and/or video products, including, but not limited to, video and audio tapes, CD's and digital video disks customarily sold in a prerecorded music store like Blockbuster Music or Specs Music; or (ii) stereo equipment sold in a consumer electronics store like Circuit City, Best Buy or Sound Advice.

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<sup>1</sup> The provisions may or may not be exact excerpts from the relevant leases or other agreements and may include defined terms used in such lease or other agreements that may be different from and inconsistent with the defined terms used in this Lease. In addition, the use restrictions contained in this EXHIBIT H do not necessarily reflect each and every use restriction that may now or hereafter affect the Shopping Center.



## EXHIBIT I

### **PERSONAL GUARANTY**

This Guaranty is made and entered into by the parties executing this Guaranty herein below, and who acknowledges a financial and/or ownership interest in Tenant and/or will benefit from the execution of the below-described Lease, and understands and acknowledges that Landlord will not execute the Lease without the execution of this Personal Guaranty by the Guarantor.

For value received and in consideration for and as an inducement to Landlord to lease premises referred to in that certain lease agreement (the "Lease") by and between Landlord and Tenant to which this Guaranty is attached, Guarantor does hereby unconditionally, jointly and severally guarantee to Landlord the punctual payment of the Rent (as defined in the Lease) due under the Lease during the entire Lease Term as the same may be renewed or extended, including accelerated Rent, and the due performance of all the other terms, covenants and conditions contained in said Lease on the part of Tenant to be paid and/or to be performed thereunder (the "Obligations"). This Guaranty is an absolute and unconditional guaranty of payment and of performance and not a guaranty of collection. Guarantor shall also pay any and all damages, expenses and attorney's fees that may be suffered or incurred by Landlord in consequence of nonpayment or nonperformance of this Guaranty, including litigation in all Trial, Appellate and Bankruptcy Courts.

This Guaranty is an absolute and unconditional guaranty. Guarantor agrees that Landlord, in the event of a default of Tenant, shall not be required to assert any claim or cause of action against Tenant before asserting any claim or cause of action against Guarantor under this Agreement. Furthermore, Guarantor agrees that Landlord shall not be required to pursue or foreclose on any collateral that it may receive from Tenant or others as security for any obligations of the Lease before making claim or asserting a cause of action against Guarantor under this Agreement.

If Guarantor is a corporation, Guarantor covenants and warrants to Landlord that the execution and delivery of this Guaranty has been duly authorized by the Board of Directors of Guarantor and the making of the Guaranty does not require any vote or consent of shareholders.

The failure of Landlord to perfect any portion of its security interest in any collateral received for the Lease shall not release Guarantor from its liabilities and obligations hereunder. Landlord, without authorization from or notice to Guarantor and without impairing, modifying, changing, releasing, limiting or affecting the liability of Guarantor hereunder, may from time to time at its discretion and with or without valuable consideration, alter, compromise, accelerate, renew, extend or change the time or manner for the payment of any or all of the obligations under the Lease, take and surrender security, exchange security by way of substitution, or in any way it deems necessary take, accept, withdraw, subordinate, alter, amend, modify or eliminate security, add or release or discharge endorsers, guarantors, or other obligors.

Guarantor expressly waives presentment for payment, demand, notice of demand and of dishonor and nonpayment of the debt, notice of intention to accelerate the maturity of the debt or any part thereof, notice of acceleration of the maturity of the debt, or any part thereof, notice of disposition of collateral, the defense of impairment of collateral, the right to a commercially reasonable sale of collateral, protest and notice of protest, diligence in collecting, and the bringing of suit against any other party. Guarantor waives all defenses given to sureties or guarantors at law or in equity other than the actual payment of the Obligations.

Without notice to Guarantor, without the consent of Guarantor, and without affecting, limiting or releasing Guarantor's liability hereunder, Landlord may (a) grant Tenant extensions of time for payment or performance of the Obligations or of any other obligations of the Lease or Landlord may delay in the enforcement of any Obligations against Tenant; (b) renew any of the Obligations or any other obligations of the Lease; (c) grant Tenant extensions of time for performance of agreements or other indulgences;

(d) at any time release any or all of the collateral held by Landlord; (e) compromise, settle, release, or terminate any or all of the obligations, covenants, or agreements of Tenant under the Lease; and/or (f) modify, amend, terminate, assign or consent to the assignment of any of the Obligations or any other obligation, covenant or agreement of Tenant set forth in the Lease.

Guarantor agrees that in the event of any insolvency, bankruptcy, reorganization, assignment for benefit of creditors, receivership or other debtor-relief law, that same shall not serve as a Release or Discharge of the Obligations of Guarantor hereunder, and this Guaranty shall remain in full force and effect. Specifically, Guarantor agrees that Guarantor shall not be released from any obligation or liability hereunder as a result of the afore-described, and specifically agrees that in the event of a bankruptcy proceeding of the Tenant, that the Guarantor shall not be released nor discharged as a result of any assignment and assumption of the Lease, rejection of the Lease, approval or rejection of a plan of reorganization, or discharge of the Tenant in bankruptcy. Guarantor agrees that in the event of a Bankruptcy, Guarantor shall not be entitled to, nor seek any stay of proceedings which may be in effect as to the Tenant. It is the intention of the Landlord and Guarantor that the Guarantor's obligations hereunder shall not be discharged or limited in any way under any of the afore described circumstances, or otherwise as a result of any release or discharge of the liability of the Tenant from a debtor-relief proceeding.

In the event that any provision is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Guaranty shall be construed as not containing such provisions and the invalidity of such provisions shall not affect other provisions hereof which are otherwise lawful and valid and shall remain in full force and effect.

Guarantor and Tenant do hereby agree and acknowledge that the terms, provisions, and conditions of this Guaranty shall be controlled and construed according to the laws of Florida and the proper venue shall lay only in the County where the Shopping Center is located or Broward County, Florida. Guarantor does hereby knowingly, voluntarily, intentionally and unconditionally waive the right to Trial by Jury in any litigation based upon, arising out of, or involving the enforcement of this Guaranty and/or the underlying Lease and to which the Guarantor is a party.

This Guaranty or any of the provisions thereof cannot be modified, waived or terminated, unless in writing, signed by Landlord. The provisions of this Guaranty shall be binding upon and inure to the benefit of the Guarantor and Landlord and their respective heirs, legal representatives, successors and assigns.

In witness whereof, Guarantor has executed or caused to be executed this Guaranty.

Signed, sealed and delivered in:  
the presence of:

Guarantor(s)

  
\_\_\_\_\_  
Stephanie D. Amico

Print Name

  
\_\_\_\_\_  
James K. Kroll

Print Name

  
\_\_\_\_\_

Print Name: Ashleigh Offord

Date: 7/19/22

Home Address: 1710 Mandavilla  
Dr, Orlando, FL 32824

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

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT J

### RULES AND REGULATIONS

1. Landlord reserves the right to change from time to time the format of the signs or lettering on the signs, and to require replacement of any signs previously approved to conform to Landlord's new standard sign criteria established pursuant to any remodeling of the Shopping Center

2. Tenant shall not (1) conduct or permit any fire, bankruptcy or auction sale (whether real or fictitious) unless directed by order of a court of competent jurisdiction, or conduct or permit any legitimate or fictitious "Going Out of Business" sale nor represent or advertise that it regularly or customarily sells merchandise at "manufacturer's," "distributor's," or "wholesale," "warehouse," or similar prices or other than at "off-price" or at "retail" prices; (ii) use, or permit to be used, the malls or sidewalks adjacent to such Premises, or any other area outside the Premises for solicitation or for the sale or display of any merchandise or for any other business, occupation or undertaking, or for outdoor public meetings, circus or other entertainment (except for promotional activities in cooperation with the management of the Shopping Center or an association of merchants within the Shopping Center); (iii) use or permit to be used any flickering lights or any sound broadcasting or amplifying device which can be heard outside of the Premises; or (iv) use or permit to be used any portion of the Premises for any unlawful purpose or use or permit the use of any portion of the Premises as regular living quarters, sleeping apartments or lodging rooms or for the conduct of any manufacturing business.

3. Tenant shall at all times keep the Premises at a temperature at sufficient levels to maintain the integrity and safety of the premises. Tenant shall not, nor shall Tenant at any time permit, any occupant of the Premises to: (i) use, operate or maintain the Premises in such manner that any rates for any insurance carried by Landlord, or the occupant of any premises within the Shopping Center, shall thereby be increased; or (ii) commit waste, perform any acts or carry on any practices which may injure the Shopping Center or be a nuisance or menace to other tenants in the Shopping Center.

4. Tenant shall not obstruct any sidewalks, passages, exits, entrances, truck ways, loading docks, package pick-up stations, pedestrian sidewalk and ramps, first aid and comfort stations, or stairways of the Shopping Center. No Tenant and no employee or invitee of any Tenant shall go upon the roof of the Shopping Center. Tenant will refer all contractors, contractor's representatives and installation technicians rendering any service on the roof or exterior surfaces of the Leased Premises for Tenant to Landlord for its approval and supervision before performance of any service. All such service companies shall provide proof of insurance.

5. If Tenant requires internet, telephonic, burglar alarm or similar services, it shall first obtain, and comply with Landlord's instructions in their installation.

6. Tenant shall not place a load upon any floor which exceeds the designed load per square foot or the load permitted by law. Landlord shall have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Premises. Heavy objects shall stand on such platforms as determined by Landlord to be necessary to properly distribute the weight. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of Tenant's store or to any other space to such a degree as to be objectionable to Landlord or to any tenants shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other similar devices. The persons employed to move equipment in or out of Tenant's store must be acceptable to Landlord. Landlord will not be responsible for loss of, or damage to, any equipment or other property from any cause, and all damage done to the Shopping Center by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.

7. The restrooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever

shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it.

8. Tenant shall not install any radio or television antenna, satellite dish, loudspeaker or other device on the roof or exterior walls of Tenant's store. Tenant shall not interfere with radio or television broadcasting or reception from or in the Shopping Center or elsewhere.

9. Except as approved by Landlord, Tenant shall not mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises. Tenant shall not cut or bore holes for wires. Tenant shall not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

10. Tenant shall not install, maintain or operate upon the Premises or in any Common Areas under the exclusive control of Landlord any vending machine or video game without Landlord's prior written consent.

11. Tenant shall store all its trash and garbage in containers within its Premises and/or in the portion of the Common Areas designated by Landlord. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. Trash receptacles should be clean at all times and at no time should discarded merchandise or fixtures be placed outside of the dumpster. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord.

12. No cooking on the Premises shall be permitted or done by Tenant without Landlord's prior written consent, except (as long as odors do not emanate from the Premises) brewing coffee or similar beverages and cooking with a single microwave oven by employees only, provided that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations.

13. Tenant shall not use in any space any hand trucks except those equipped with the rubber tires and side guards or such other material-handling equipment as Landlord may approve. Tenant shall not bring any other vehicles of any kind into Tenant's store.

14. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

15. The delivery or shipping of merchandise supplies and fixtures to and from the Premises shall be subject to such reasonable rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Shopping Center.

16. Landlord shall designate certain areas of the parking lot/garage as "employee parking areas" and no Tenant or employees of Tenant shall park outside of such designated areas. Upon request by Landlord, Tenant shall furnish to Landlord a complete list of the license numbers of all such automobiles. If Tenant or any employee of Tenant fails to park its cars in the designated areas, Landlord shall have the right, in its sole discretion, to (i) charge Tenant \$10.00 per day per illegally parked car and/or (ii) have such car physically removed at Tenant's expense without any liability whatsoever to Landlord. Tenant shall not bring bicycles, motorcycles or other vehicles into areas not designated and authorized for same.

17. Tenant shall not burn any trash or garbage of any kind in or about the Premises or the Shopping Center.

18. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Shopping Center.

19. These Rules and Regulations are in addition to and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of premises in the Shopping Center.

20. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

## EXHIBIT K

### REQUIRED PROVISIONS

1. Authority's Reserved Rights. Authority reserves the right for itself and others to utilize and maintain any utility and drainage easements located on the Premises, and to run water, sewer, electrical, telephone, gas, drainage and other lines under or through the Premises and to grant necessary utility easements therefore, provided that in the exercise of such rights, Tenant's use of the Premises and any Improvements shall not be unreasonably impaired and any damage to the Premises or any Improvements caused by Authority as a result thereof shall be repaired without cost to Tenant.

2. General Civil Rights Provisions. The Tenant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the Tenant.

This provision obligates the Tenant for the period during which the property is owned, used or possessed by the Tenant and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

3. Compliance with Nondiscrimination Requirements. During the performance of this Lease, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Tenant") agrees as follows:

a) **Compliance with Regulations:** The Tenant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.

b) **Nondiscrimination:** The Tenant, with regard to the work performed by it during the Lease, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Tenant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Lease covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Tenant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Tenant of the Tenant's obligations under this Lease and the Acts and the Regulations relative to Non-discrimination on the grounds of race, creed, color, national origin, sex, age, or disability.

d) **Information and Reports:** The Tenant will provide all information and reports required by the Acts, the Regulations, and directives issues pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Tenant is in the exclusive possession of another who fails or refuses to furnish the information, the Tenant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

e) **Sanctions for Noncompliance:** In the event of a Tenant's noncompliance with the Non-discrimination provisions of this Lease, the sponsor will impose such Lease sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:



- i. Withholding payments to the Tenant under the Lease until the Tenant complies; and/or
- ii. Cancelling, terminating or suspending a Lease, in whole or in part.

f) **Incorporation of Provisions:** The Tenant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Tenant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Tenant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Tenant may request the sponsor to enter into any litigation to protect the interests of sponsor. In addition, the Tenant may request the United States to enter into the litigation to protect the interests of the United States.

g) **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Lease, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Tenant") agrees to comply with the following non-discrimination statutes and authorities including but not limited to:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- ii. 49 CFR Part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964);
- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- v. The Age Discrimination of Act of 1975, as amended, (42 U.S.C. §6101 *et seq.*), (prohibits discrimination on the basis of age);
- vi. Airport and Airway Improvement Act of 1982, (49 USC §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Tenants, whether such programs or activities are Federally funded or not);
- viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- ix. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*);

h) Likewise, Tenant shall comply with the laws of the State of Florida prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should the Tenant authorize another person, with Authority's prior written consent, to provide services or benefits upon the Premises or the Improvements, Tenant shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this subsection. Tenant shall furnish the original or a true copy of such agreement to Authority.

i) Tenant further assures Authority that it will comply with pertinent statutes, Executive Orders, and such other rules as are promulgated to assure that no person shall on the grounds of race, creed, national origin, sex, age, handicap or marital status be excluded from participating in any activity conducted at or in connection with its operations at the Premises. Tenant also assures Authority that it will require its contractors and subtenants to provide assurances to the same effect and ensure that such assurances are included in contracts and subleases at all tiers which are entered into in connection with Tenant's operations at the Premises.

j) In the event of a breach of any of the above non-discrimination covenants, Authority shall have the right to terminate this Lease and to re-enter and repossess said Premises and the Improvements and hold the same as if this Lease had never been made or issued. The rights granted to Authority by the foregoing sentence shall not be effective until all applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights, and the completion of any judicial review.

k) Authority may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including nondiscrimination provisions concerning the use and operation of the Airport, and Tenant agrees that it will adopt such requirements as part of this Lease.

#### 4. Federal Aviation Administration Requirements.

a) Authority reserves unto itself, and unto its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Premises, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, and for navigation of or flight in the airspace, and use of the airspace for landing on, taking off or operating on the Airport.

b) Tenant expressly agrees, on behalf of itself and its successors and assigns:

i. to restrict the height of structures, vegetation and other Improvements on the Premises in compliance with the requirements of Federal Aviation Administration Regulations, 14 CFR Part 77, as they may be amended from time to time; and

ii. to prevent any use of the Premises and any Improvements which would unreasonably interfere with or adversely affect the operation and maintenance of the Airport, or which would otherwise constitute a hazard at the Airport.

iii. that to the extent it has any rights under this Lease to conduct any aeronautical activity on the Airport, including but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, such rights are nonexclusive and Authority has reserved the right to grant similar rights to others at the Airport. The provisions of this subsection shall not confer any rights on Tenant which have not been expressly granted to Tenant elsewhere in this Lease.

5. Right to Operate Aircraft at Airport. Nothing contained in this Lease shall give Tenant the right to operate a scheduled airline at the Airport. The right to operate aircraft at the Airport may be obtained by a qualified Tenant from Authority by executing an Operating Agreement in the form prescribed by the Authority.

6. Member Protection. No recourse under or upon any obligation, covenant or agreement contained in this Lease, or any other agreement or document pertaining to the operations of Tenant hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Lease, shall be had against any member (including, without limitation, members of Authority's Board and members of Authority's citizens advisory committees), officer, employee or agent, as such, past, present and future, of Authority, either directly or through Authority or otherwise, for any claim arising out of this Lease or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Lease or the operations conducted pursuant to it, or for the payment for or to Authority, or any receiver therefor or otherwise of any sum that may remain due and unpaid by Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Lease.

7. Authority Rules and Regulations. Tenant shall observe and comply with all reasonable rules and regulations of Authority which now exist or may hereinafter be promulgated from time to time governing all matters relating to the Airport, including, without limitation, access, use, safety and conduct of operations at the Airport and the safe use of Airport facilities. Authority shall, at Tenant's written request, furnish a copy of all such rules and regulations, and any amendments thereto, to Tenant.

8. Authority Access to Premises. Tenant grants Authority and its authorized agents full and free access to the Premises and all Improvements located thereon at all reasonable times (upon reasonable prior notice, except in the event of an emergency) for the purposes of examining the same and seeing that all of the obligations of Tenant hereunder are being met and performed, and shall permit them to enter any building or structure on the Premises at any time in the event of an emergency. Neither the Authority nor its authorized agents shall be liable to Tenant for any damage to Tenant's property arising out of any action taken pursuant to the Authority's rights granted herein unless such action was taken out of malice and not for reasonable cause, or was taken for reasonable cause but was conducted in a grossly negligent manner. Authority and its employees, licensees, invitees, agents, patrons and suppliers, and its tenants and their employees, licensees, invitees, agents, patrons and suppliers, shall have the right of vehicular and pedestrian access, ingress and egress over all non-restricted access streets at the Airport.

9. City as Authority's Successor. The Authority presently operates the Airport under the Amended and Restated Operation and Use Agreement with the City dated August 31, 2015 (such Operation and Use Agreement, as amended, is hereinafter the "Operation and Use Agreement"), which provides that on its termination for any reason, responsibility for operating the Airport would revert to the City. Authority and Tenant agree that on the termination for any reason of the Operation and Use Agreement between the City and Authority: (i) the City shall be deemed to be the lessor hereunder and shall be bound by all provisions of this Lease, and (ii) all references contained herein to "Authority" shall be deemed to refer to the City.

10. Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by Authority or Tenant or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Authority and Tenant, it being expressly understood and agreed that neither the computation of rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Authority and Tenant other than the relationship of landlord and tenant.

11. Exclusive Rights. The rights granted to Tenant under this Lease are not exclusive, except that Tenant shall have the exclusive use of the Premises for the Term of this Lease in accordance with the provisions of this Lease. The Authority expressly reserves the right to grant to third parties rights and privileges on other portions of the Airport that are identical, in whole or in part, to those granted to Tenant hereunder.

12. Miscellaneous Provisions.

a) The section headings contained in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this Lease.

b) Except as otherwise provided herein, the provisions of this Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto. Time is expressed to be of the essence of this Lease.

c) In the event that any proceeding at law or in equity arises hereunder or in connection herewith (including any appellate proceeding or bankruptcy proceeding) the prevailing party shall be awarded costs, reasonable expert fees and reasonable Attorney's Fees incurred in connection therewith.

d) This Lease was made in, and shall be governed by and construed in accordance with the laws of, the State of Florida. If any covenant, condition or provision contained in this Lease is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

e) This Lease, together with the exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements heretofore made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements are merged herein. This Lease may be altered or amended only by written instrument executed by both parties hereto.

f) Words of gender used in this Lease shall be held and construed to include any other gender; and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

g) Authority and Tenant represent and warrant to each other that they have dealt with no broker in connection with this Lease and the transactions contemplated hereby, and each agrees to indemnify and hold the other harmless in the event its representation and warranty contained herein is not true.

h) At the request of either party, the other shall with reasonable promptness deliver to the requesting party a written and acknowledged statement that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that to the best of the responding party's knowledge, the requesting party is not in default under this Lease (or if the responding party has knowledge that the requesting party is in default, identifying the default), and providing such other information with respect to the Lease and the relationship between Authority and Tenant as may reasonably be requested. In addition, at the Authority's request, Tenant shall promptly execute and return to Authority a short form memorandum of this Lease in substantially the form attached hereto as EXHIBIT F and incorporated herein by reference, which may be recorded in the public records of Orange County, Florida in Authority's sole discretion.

i) Communications Concerning Disputed Debts. All (a) communications concerning disputes about debts that are owed or may be owed pursuant to this lease, and (b) instruments in less than the full amount claimed by the authority and tendered as full satisfaction of a disputed debt or other amount owed, shall be sent certified mail, return receipt requested, to the following:

Director of Finance  
Greater Orlando Aviation Authority  
One Jeff Fuqua Boulevard  
Orlando International Airport  
Orlando, Florida 32827-4399

j) In accordance with Florida law, Tenant is hereby advised as follows:

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 public health unit.

13. Fire Protection System. Tenant shall, at its own cost and expense, maintain in good working order in each building on the Premises where the same is required by applicable fire and safety standards a fire protection system satisfying applicable requirements of NFPA, the local building code enforcement agency and any other applicable legal requirements, which Tenant shall cause to be certified as meeting all applicable fire and safety standards upon installation, and recertified at least annually thereafter, by a qualified fire protection system inspector with a copy of each such certification provided to Authority.

14. Airport Security. Tenant shall comply with all applicable regulations of the Federal Aviation Administration relating to airport security (including, at the Authority's request and without limitation, all such regulations applicable to the Authority with respect to the operation of the Premises) and shall control the Premises so as to prevent or deter unauthorized persons from obtaining access to that portion of the Airport consisting of cargo areas, airside buildings, aircraft aprons, ramps, taxiways and runways (the "Air Operations Area"). Any fines or other penalties incurred by the Authority as a result of Tenant's breach of this Section shall be included in the indemnification provided to Authority pursuant to Article VIII of the Lease.

15. Compliance with Stormwater Regulations.

a) Tenant acknowledges that the Airport is subject to federal stormwater regulations, 40 C.F.R. Part 122 (the "Regulations"), which are applicable to, among other activities, (i) certain industrial activity, including, without limitation, the operation of a vehicle maintenance shop (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations and deicing operations and (ii) certain construction activity at the Airport. Tenant also acknowledges that it is familiar with the Regulations and agrees to comply with the Regulations as they may be amended from time to time. Tenant further acknowledges that it has been advised that the Authority has complied with the Regulations by obtaining coverage under the Environmental Protection Agency's Stormwater Multi-

Sector General Permit for Industrial Activities (the "Multi-Sector Permit"). Tenant may be able to become a co-permittee under such Multi-Sector Permit by filing separately in accordance with the provisions of the Regulations and the Multi-Sector Permit. Tenant shall provide to the Authority's Manager of Environmental Services copies of any such filings and such other information as the Chief Executive Officer may reasonably request with respect to Tenant's compliance with the Regulations. Tenant agrees to comply with such Multi-Sector Permit or any other permit obtained by Authority or Tenant in connection with the Regulations as they pertain to the Premises, and any modifications to or renewals thereof. Such permit will not cover construction activities as defined by the Regulations and will not eliminate the need to obtain permits from state or local agencies as applicable laws, ordinances or regulations may require.

b) If Tenant, or its authorized agents or representatives, engages in construction activity at the Airport, including, without limitation, clearing, grading, or excavation, Tenant shall determine whether the Regulations require a permit, and if so, Tenant shall obtain the permit, send a copy of the permit to the attention of the Authority's Manager of Environmental Services, and comply with the permit conditions.

16. Americans with Disabilities Act. As used herein, "ADA" shall mean the Americans with Disabilities Act, P.L. 101-336, 104 Stat. 327 (1990), as amended from time to time, and the regulations promulgated thereunder. Tenant shall be responsible for any actions required to comply with ADA (including, without limitation, any actions required by the Authority to enable the Authority to meet its ADA obligations with respect to Tenant's operations) as a result of (i) any Improvements or modifications which it makes to the Premises, (ii) its particular use of the Premises and (iii) any changes to the ADA after the Effective Date. Any modification to the Premises, which Tenant is required to make under this Section, shall be performed to the satisfaction of the Authority. In the event the Tenant shall fail to construct or modify any Improvements to the Premises as required under this Section, the Authority shall have the right to enter the Premises and perform such modifications on the Tenant's behalf, without liability for any disruption to the Tenant's activities therein during the completion of or as a result of such modifications, and the cost of such modifications shall be invoiced to the Tenant and shall be promptly paid by the Tenant to the Authority as additional Rent hereunder.

17. Force Majeure. If either party hereto shall fail to timely perform any of its obligations under this Lease as a result of strikes, lockouts or labor disputes, inability to obtain labor or materials, government restrictions, fire or other casualty, severe adverse weather conditions not reasonably foreseeable at the location and time of year in question, by reason of acts of terrorism, war or other national emergency, acts of God or other causes beyond the reasonable control of the party obligated to perform, then such failure shall be excused and not constitute a default under this Lease by the party in question, but only to the extent and for the time occasioned by such event. In the event the rights and privileges hereunder are suspended, Annual Rent and Rent under this Lease shall not abate, and Tenant shall have the right to make any claim against any third party permitted by law and to receive any award paid with respect to such claim. In no event shall this provision excuse any failure by Tenant to pay Annual Rent or Rent or any other payment obligation hereunder. Nor shall this provision apply to any inability by Tenant to procure funds or obtain financing necessary to comply with Tenant's obligations under this Lease.

18. Subordination.

a) This Lease shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county and city laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the Authority and the City, and those between the Authority or the City and the United State of America, the State of Florida, or the County of Orange, or their agencies, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or city funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

b) In the event the Federal Aviation Administration or its successors require modifications or changes in this Lease as a condition precedent to the granting of its approval or to the obtaining of funds for the improvement of the Airport, Tenant hereby consents to any and all such modifications and changes as may be reasonably required to the extent that such modifications and changes do not unreasonably impede the intended use and benefit of and to Tenant of the Premises and of this Lease. In the event that any such modifications or changes unreasonably impede the intended use and benefit of and to Tenant of the Premises and of this Lease, then Tenant shall have the option to terminate this Lease.

c) Notwithstanding the foregoing provisions of this Section 17, in the event any such restrictions, agreements or modifications to this Lease increase the Annual Rent payable hereunder or materially and adversely affect the ability of Tenant to use the Premises for the purposes permitted under this Lease, Tenant shall have the right to terminate this Lease by written notice to the Authority.

19. Public Entity Crimes Law. The Tenant acknowledges the following notice:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of \$35,000 for a period of 36 months from the date of being placed on the convicted vendor list.

20. Visual Arts. Tenant shall not permit a work of visual art, as defined in 17 USC § 101, to be installed in the Premises without providing Authority with a written waiver, in form acceptable to the Authority, of the artist's rights under the Visual Artists Rights Act of 1990, Pub. L. 101-650, and without obtaining the Authority's prior written approval.

21. Authority Horizontal Permitting Rules and Regulations. Tenant shall observe and comply with the Authority's Horizontal Permitting Rules and Regulations, as amended from time to time, with respect to any applicable horizontal development on Airport property. Authority shall, at Tenant's written request, furnish a copy of all such rules and regulations, and any amendments thereto, to Tenant.



## EXHIBIT L

### UNIFORM SIGN PLAN

1. **Purpose.** The purpose of the Uniform Sign Plan is to create requirements for consistent treatment of Tenant identification and related signage and to maintain a cohesive design aesthetic throughout the Colonial Promenade Shopping Center.

2. **General Requirements.** All signage on site must adhere to the following:

a) Design Review. All signage is subject to review first by the Landlord, and then, Authorities Having Jurisdiction (AHJ), as outlined herein. No signage shall be erected without undergoing review and obtaining applicable approvals.

b) Maintenance. All signs, together with their parts, shall be maintained, treated and/or painted as to ensure proper maintenance. Failure to comply shall be subject to enforcement as outlined herein.

c) Exposed Sign Structure. No structure or framework may be exposed by removal of sign faces or advertising copy. Failure to take immediate corrective action will result in enforcement measures as outlined herein.

d) Unsafe Signs. Tenant is to take immediate corrective action should any sign become insecure or in danger of falling or otherwise unsafe. Failure to comply shall be subject to enforcement as outlined herein.

e) Compliance with Other Regulations. All signs shall be erected, altered and maintained in accordance with the Uniform Sign Plan and as outlined by the AHJ, as applicable.

f) Conflict with Other Regulations. Where the provisions of the Uniform Sign Plan is in conflict with any other applicable regulating document, the most stringent provision shall govern.

g) Interpretation. Where there is any ambiguity or dispute concerning the interpretation of Uniform Sign Plan, the decision of the Landlord shall prevail.

h) Enforcement. The Landlord is authorized to enforce the provisions outlined within the Uniform Sign Plan. Should Tenant be found in violation of the Uniform Sign Plan, the Landlord is authorized to take the following action:

- i) Signage repair by Landlord at Tenant's expense.
- ii) Signage removal by Landlord at Tenant's expense.
- iii) Notify AHJ for enforcement.

3. **Sign Standards.**

a) Maximum Allowable Copy Area.

i) Sign Area – One sign permitted per store frontage. Tenants occupying building end-cap space may utilize one sign per elevation, if such elevation has the sign band area. Maximum allowable copy area shall be in accordance with applicable AHJ regulations.

ii) Measurement of Building Frontage. Refer to EXHIBIT A of the Colonial Promenade Shopping Center Retail Lease Agreement for dimensions of Tenant's street frontage.

iii) Sign Shape and Area Computation. Computation methods shall be in accordance with applicable AHJ regulations.

b) *Types of Allowed Signs*. Only the following types of signs shall be permitted:

i) Wall Sign. Surface mounted signs affixed to the primary building façade.

ii) Window Signs, Unattached. Signs located on the interior of a structure, but visible from the exterior of the building.

iii) Pylon Sign. Based on availability of sign panel.

iv) Rear Entry Delivery Door – Black vinyl lettering to identify Tenant's business.

c) *Locations of Allowed Signs*.

i) Wall Sign. Sign band area and perimeter buffers shall be in accordance with applicable AHJ regulations.

ii) Window Signs, Unattached. Applicable to interior displays and signage within 5 feet storefront. Interior displays and signage shall not exceed 50% of storefront window surface area.

iii) Pylon Sign. If Tenant allowed a panel on the pylon sign, the location assigned by Landlord.

iv) Rear Entry Delivery Door – Black vinyl lettering to identify Tenant's business.

d) *Design of Allowed Signs*. Only the following types of signs shall be permitted:

i) Wall Sign. Sign wording is limited to Tenant's trade name and shall not include specification of merchandise sold or services rendered, regardless of Tenant's legal name. Corporate crests, logos or insignia may be acceptable pending Landlord's approval and provided they are part of Tenant's name.

ii) Window Signs, Unattached. Name, trademark, description/sub headline. No prices, ads, service menu's, anything obscene, trademarked images.

iii) Pylon Sign. Sign wording is limited to Tenant's trade name and shall not include specification of merchandise sold or services rendered, regardless of Tenant's legal name. Corporate crests, logos or insignia may be acceptable pending Landlord's approval and provided they are part of Tenant's name.

iv) Rear Entry Delivery Door – Black vinyl lettering to identify Tenant's business installed by Landlord at Tenant's expense.

4. **Prohibited Signs**. The following signs are prohibited:

a) **Awning Signs**. No signage shall be affixed to awnings.

- b) Marquee Signs. Construction of architectural entry features and affiliated signage is prohibited.
- c) Projecting Signs. Messaging shall not project perpendicular to storefront.
- d) Window Signs, Attached. Signs which are physically attached or painted to any surface of a window are prohibited.
- e) Tenant is prohibited from exhibiting any handwritten signs.
- f) No signs will be permitted at or on the rear of the Premises except that a small identification sign showing only the name of the Tenant shall be lettered on the exterior of the rear delivery door by Landlord, at Tenant's expense.
- g) Signs on Vehicles. Any vehicle upon which is placed a sign identifying the firm or its principal products if such vehicle is one which is operated during the normal course of business is permitted; provided, however, that no such vehicle shall be routinely parked in a location where it serves as or constitutes additional signage.
- h) Electronically Controlled Message Centers.

5. **Submittal Guidelines.** The following documents are required for design review. The AHJ may have additional requirements. Verify applicable requirements prior to submittal to Landlord or Landlord's Property Manager.

- a) Detailed Sign Shop Drawing.
  - i) Sign dimensions
  - ii) Sign area
  - iii) Dimensional locations of signs
  - iv) Intended sign materials and colors
  - v) Fabrication techniques
  - vi) Structural design requirements
  - vii) Type of illumination
- b) Show lighting details and the location of disconnects for electrical signs.
- c) Building Elevations with Superimposed Signage (building mounted signage only).
  - i) Views from the front and side.
  - ii) Wall signs show proposed sign location on building, entrances to building or Tenant space, height to the top of the sign on the building and other signs on the wall where the sign is proposed. Include fastener details identifying number, size and spacing of fasteners.
  - iii) Show advertising surfaces, wording and design elements (not required for changeable copy signs).

6. **Design Review.**

a) **Landlord Review.** Landlord review and authorization is required prior to jurisdictional permit application. Landlord approval does not constitute compliance with regulatory code or permit approval.

b) **Jurisdictional Review.** Applicant to pursue all applicable permitting through local jurisdiction as required. Additional requirements above those found within this document may be required. Refer to local jurisdiction directly regarding their design review requirements.

7. **Non-Conforming Signs.** Any on-site sign which existed and was maintained on the effective date of this document, which have received prior written approval, but which may not be in compliance with this Uniform Sign Plan, will be allowed to remain in place until: a) Said sign is planned to be altered, renovated or replaced; and b) Until such time Tenant relocates, which renders any previous approval null and void.

8. Landlord reserves the right to amend the Uniform Sign Plan in its sole discretion.