

ORDINANCE 3365-26

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, APPROVING AND AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY LOCATED AT 947, 955, 959 WEST FAIRBANKS AVENUE TO COLLANTES HOLDINGS, LLC FOR USE AS A RESTAURANT, PROVIDING FOR CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Section 2.11(b)(7) of the Charter of the City of Winter Park, Florida, requires the City Commission to approve by ordinance the conveyance or lease or authorize by administrative action such conveyance or lease of any lands of the City; and

WHEREAS, the City owns fee simple title to the improved real property located at 947-959 West Fairbanks Avenue, Winter Park, County of Orange, State of Florida ("Leased Premises"), which is more specifically described as set forth in the Lease, which Lease is attached hereto and incorporated herein as Exhibit 1 ("Lease Agreement"); and

WHEREAS, Collantes Holdings, LLC. desires to operate the Leased Premises for a restaurant; and

WHEREAS, the City Commission deems it advisable and in the best interest of the public and citizens of the City to lease the Leased Premises to Collantes Holdings, LLC. in accordance with the Lease Agreement attached hereto as Exhibit 1 to this Ordinance.

NOW, THEREFORE, BE IT ENACTED BY THE CITY OF WINTER PARK:

SECTION 1 RECITALS. The recitals stated hereinabove are incorporated herein by reference and are made fully a part of this Ordinance.

SECTION 2. APPROVAL OF LEASE. The City Commission of the City of Winter Park hereby approves the Lease Agreement attached hereto as **Exhibit 1** and the lease of the Leased Premises to Collantes Holdings, LLC. The Mayor is hereby authorized to execute the Lease Agreement for and on behalf of the City of Winter Park.

SECTION 3. AUTHORIZATION. This Ordinance constitutes the authorization by the City Commission pursuant to Section 2.11(b)(7) of the Charter of the City of Winter Park, Florida, for the lease of the Leased Premises.

SECTION 4. CONFLICTS. To the extent that any Ordinances or parts of Ordinances conflict with any of the provisions of this Ordinance, this Ordinance will govern and control.

SECTION 5. CODIFICATION. No part of this Ordinance will be codified as part of the City Code, and an executed copy of the Ordinance will be maintained by the Clerk at City Hall in accordance with Florida's public records laws.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this 11th day of February, 2026.

Sheila DeCiccio, Mayor

ATTEST:

Deputy City Clerk Kim Breland

LEASE AGREEMENT
(City of Winter Park / Collantes Holdings, LLC.)

This Lease Agreement, dated January 1, 2026, is by and between the City of Winter Park ("Lessor" or "Landlord"), whose address is P.O. Box 776, Winter Park, FL 32790 and Collantes Holdings, LLC. the "Lessee" or "Tenant"), whose address is 522 S. Hunt Club Blvd #156, Apopka, FL 32703.

WITNESSETH:

1. BASIC LEASE PROVISIONS:

- A. Name of Premises and Address:** 947, 955, 959 West Fairbanks Avenue, Winter Park, FL 32789.
- B. Address for Tenant Notices:** 522 S. Hunt Club Blvd. #156, Apopka, FL 32703. E-mail address for notices is Collantes.Mike@gmail.com. Notice under this Lease may be made by e-mail.
- C. Lessor Address for Payment of Rent:** P.O. Box 776, Winter Park, FL 32790.
- D. Commencement Date:** January 1, 2026.
- E. Expiration Date:** February 28, 2027. Option for extension is defined in Section 3.
- F. Monthly Base Rent:** \$23.66 per square foot (\$9,594.13 per month) plus any applicable sales or use taxes (in the current amount of 0%) for a total Monthly Base Rent's amount of \$9,594.13. Monthly Base Rent shall be collected beginning on January 1, 2026.
- G. Additional Rent ("CAM") and Total Monthly Rent:** From the Commencement Date through December 31, 2026, and pursuant to Sections 1.1 and 5.2, CAM shall be \$10.57 per square foot (\$4,286.14) plus any applicable sales or use taxes pursuant to Section 7 in the current amount of 0%. Therefore, **the starting combined monthly rent (Monthly Base Rent, CAM, and Taxes) is \$13,880.27.**
- H. Leased Area of the Building:** 4,866 square feet.
- I. Tenant's Pro Rata Share of Building and Common Area Annual Operating Costs:** 82% of 5,958 square feet of Building(s), defined collectively as the buildings bearing the following addresses 929-959 West Fairbanks Ave., Winter Park, FL 32789. ("Building(s)"). Based upon the most recent estimation of the annual Operating Costs, Lessee's initial share of such costs for calendar year 2026 will be estimated to be \$51,433.62 or \$10.57 per square foot per year, or \$4,286.14 per month, plus applicable Florida sales tax of 0%. Each year in January, Lessor shall provide Lessee with an accounting to show any shortfalls and/or overages due.
- J. Suite Number(s):** 947-959.
- K. Security Deposit:** \$20,000, of which \$18,030.40 has been paid to date pursuant to the leases referenced in the cover letter to this Lease dated January 1, 2026 ("Prior Leases"), with the remaining \$1,969.60 to be paid on a monthly

basis over the next 24 months of the Lease. At the end of the Lease period, the Security Deposit will be returned to Tenant less any monies needed for repairs or damages. The Security Deposit will not be returned to Tenant if Tenant vacates the unit prior to the end of the Lease period.

L. Use: Restaurant.

M. Guarantors: N.A.

N. Miscellaneous:

- (i) **HVAC (existing).** At any time that the existing air conditioning unit needs to be repaired, or instead to be replaced at Lessor's discretion, the Lessee shall be responsible for the first \$500 per occurrence, per year, of the cost and Lessor will assume the remaining costs for that occurrence. At such time that the existing unit is deemed inoperable by the Lessor and needs to be replaced, Lessor will assume the cost of the replacement. Lessee has obtained and provided Lessor with a copy of the signed standard maintenance agreement on or before April 30, 2024 pursuant to the Prior Leases.
- (ii) **HVAC (future).** At any time that any future air conditioning unit needs to be repaired, or instead to be replaced at Lessor's discretion, the Lessee shall be responsible for the first \$500 per occurrence, per year, of the cost and Lessor will assume the remaining costs for that occurrence. At such time that any future HVAC unit is deemed inoperable by the Lessor and needs to be replaced, Lessor will assume the cost of the replacement. Lessee shall obtain and provide Lessor with a copy of the signed standard maintenance agreement on or before the date 15 days after installation.
- (iii) **Water Heater.** At such time that the Water Heater is deemed inoperable by the Lessor and needs to be replaced, Lessor will assume the cost of the replacement. At any time that the Water Heater needs a repair, or to be replaced, at Lessor's discretion, the Lessee shall be responsible for the first \$500 per occurrence, per year, of the cost and Lessor will assume the remaining costs.

O. Repairs. At such time as repairs are required for those items listed in Sections 8.2 (c) and 8.2 (e), Tenant shall be responsible for the first \$500 per occurrence per year.

P. Parking. Tenant shall be entitled to 16 dedicated parking spaces in a location to be agreed upon with Landlord. Lessee may add signage in front of spaces at Lessee's expense, the design of which shall be subject to the approval of Lessor in its sole and absolute discretion. Additional parking is shared.

2. LEASE OF PREMISES: The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the Premises located at the address stated in Section 1. A. ("the Premises"), upon the terms and conditions contained in this Lease.

3. TERM AND OPTION TO EXTEND: The term of this Lease (the "Term") shall commence on the date (the "Commencement Date") in Section ID. The Term shall expire on

the date (the "Expiration Date") stated in Section 1E unless sooner terminated as otherwise provided in this Lease. There shall be two options to renew the Lease. Each option will be for an additional two-year period. Tenant must exercise this option 60 days before the end of the first term and again 60 days before the end of the first optioned two-year term or option will expire and Lessor shall assume that Tenant desires to vacate at the end of the term. The rent increases during the option terms will continue as outlined in Paragraph 6 of the Lease.

4. USE AND POSSESSION: It is understood that the Premises are to be used by the Lessee for the purposes stated in Section 1.L., and for no other purpose without the prior written consent of the Lessor. The Lessee shall not occupy or use the Premises or permit the use or occupancy of the Premises for any purpose or in any manner which: (a) is unlawful or in violation of any applicable legal, governmental or quasi-governmental requirement, ordinance or rule; (b) may be dangerous to persons or property; (c) may invalidate any insurance policy held by the Lessor or increase the amount of premiums for any policy of insurance affecting the Building(s), and if any additional amounts of insurance premiums are so incurred, the Lessee shall pay to the Lessor the additional amounts on demand as Additional Rent, as provided in Section 5, provided that such payment shall not authorize such use; (d) may create a nuisance or disturb any other Tenant of the Building(s) or the occupants of neighboring property or injure the reputation of the Building(s); and (e) violates the Rules and Regulations of the Building(s) as may from time to time be provided by the Lessor (the "Rules and Regulations") or any restriction of record. The Lessee, at the expiration of the Term, shall deliver the Premises in good repair and condition, except for reasonable use and ordinary wear and tear.

5.1 RENT: The Lessee agrees to pay to the Lessor, at the address specified in Section 1.C., or at such other place designated in writing by the Lessor, the base rent at the initial monthly rate stated in Section 1.F. (the "Monthly Base Rent"), without any prior notice or demand and without any deduction whatsoever. The Monthly Base Rent is subject to adjustment pursuant to Section 6, and as adjusted is called "Adjusted Monthly Base Rent." The Monthly Base Rent and the Adjusted Monthly Base Rent shall be paid monthly in advance on the first day of each month of the Term, except that the first installment of the Monthly Base Rent shall be paid by the Lessee to the Lessor upon acceptance of the Lease. The Adjusted Monthly Base Rent shall be prorated for partial months within the Term. All charges, costs and sums required to be paid by the Lessee to the Lessor under this Lease, in addition to the Monthly Base Rent and the Adjusted Monthly Base Rent shall be considered additional rent ("Additional Rent"), and the Adjusted Monthly Base Rent and Additional Rent shall be collectively called the "Rent." The covenant of the Lessee to pay the Rent shall be independent of every other covenant in this Lease.

5.2 ADDITIONAL RENT: In each Lease year, in addition to the Rent specified above, and as Additional Rent, Lessee will pay to Lessor on the first day of each month, Lessee's pro rata share (for the purposes of this Lease, the term "pro rata share" shall be equal to the square footage of the Leased Premises as set forth in Section 2.H. hereof, divided by the total square footage of the Building(s)) of the estimated annual Operating Costs (as hereinafter defined) of the Building(s) and the common facilities and services of the Building(s). Where expenses can be more fairly determined by specific allocations, the specific allocations will be used. This figure shall be adjusted not less frequently than

annually, on a calendar year basis based upon Lessor's reasonable estimate of costs for the next year. Lessee shall have the right to audit Lessor's records supporting the Additional Rent, though no more than once per year. In the event of such an audit, Lessor shall grant Lessee reasonable access and cooperation so that same can be timely completed.

5.2 OPERATING COSTS: For purposes of this Section, "Operating Costs" shall mean costs and expenses of any kind actually incurred or to be incurred by Lessor in Lessor's sole judgment and discretion, in connection with the operation, maintenance and repair of the Building(s) and the common facilities including, but not limited to:

- a) Ad valorem and real estate taxes and assessment.
- b) Insurance premiums for all policies of Lessor in any way related to coverage of loss at or protection of improvements located on the Premises including without limitation, coverage for fire and other casualty with all risk, extended coverage and public liability insurance insuring the Premises.
- c) Common area maintenance including, but not limited to, lawn, garden, pesticide, removing garbage and other refuse, and water.
- d) Maintenance and cleaning expenses for Building(s) and surrounding area.
- e) Property management and accounting.
- f) Utilities.
- g) Security, including security systems, lighting and personnel.
- h) Reserves for future costs of any kind.

6. RENT ADJUSTMENT: The annual base rent in Section 1.G. will be increased each year during this Lease by 3% of the previous year's rent or the rate of change in the C.P.I. (Consumer Price Index) for the preceding twelve months, whichever is higher.

7. SALES AND USE TAX: In addition to the Rent and other amounts due to the Lessor under this Lease, the Lessee shall pay to the Lessor and the Lessor shall remit to the appropriate governmental authorities any sales, use, or other tax, excluding Federal or State income taxes, now or hereafter imposed upon rents, notwithstanding the fact that any statute, ordinance, enactment, or regulation may endeavor to impose any of those types of taxes on the Lessor. Lessee understands that such taxes may change from time to time.

8.1. REPAIRS BY LANDLORD: Landlord shall keep (a) the foundation, the roof (including all down spouts and gutters) and the exterior walls of the Premises (except plate glass, doors, door closures, door frames, store fronts, windows and window frames located in exterior Building(s) walls) and (b) the utility pipes, lines, wires, conduits and facilities which serve the Premises and which are located outside the Premises (the "Exterior Tenant Utility Facilities") in good repair, the cost and expenses of which shall be included in Operating Expenses (other than costs and expenses in connection with the Exterior Tenant Utility Facilities, which costs and expenses shall be paid solely by Tenant). Said repairs shall be in a good and workmanlike manner and Landlord shall use commercially reasonable efforts to cause a minimum of interference with the transaction of business. Within fourteen (14) days after demand for payment by Landlord, Tenant shall pay, as Additional Rent, the cost of any

such repairs occasioned by the act or neglect of Tenant, its assignees, sublessees, servant, agents, employees, invitees, licensees, or concessionaires, or the servants, agents, employees, invitees, licensees, or concessionaires of Tenant's assignees or sublessees, and the cost to repair any damage beyond normal wear and tear caused by or as a result of Tenant's occupancy of Premises. Moreover, Tenant shall be responsible for repairing any damage caused by break-in, burglary, or other similar acts in or to the Premises within the sooner of thirty (30) days or five days of Tenant's receipt of an insurance disbursement thereto. In the event that the Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give prompt written notice thereof to Landlord; and Landlord shall commence repairs with reasonable speed and within a reasonable time. If Landlord elects by giving notice thereof to Tenant or if Landlord fails to commence repairs within fifteen (15) days, Tenant shall make any repairs that Landlord is required to make at Tenant's expense under this Section 8.1, in which event Landlord shall within fifteen (15) business days of Tenant's notice thereof pay the expenses thereof to Tenant. Except as expressly set forth in this Lease, Landlord shall have no duty or obligation whatsoever for the maintenance, replacement or repair of the Premises, and Landlord shall have no obligation to inspect the Premises.

8.2 REPAIRS BY TENANT: Tenant shall, at its sole cost and expense, keep the Premises in a safe, sightly, and serviceable condition and free from any infestation by insects, rodents, or other pests, and, except as provided in Section 8.1, make all needed maintenance, repairs, and replacements of, in or to the Premises, including without limitation all maintenance, repairs, and replacements of in or to: (a) all heating, ventilating, and air conditioning equipment, facilities and systems serving the premises; (b) all exterior and interior portion of all doors, door closures, door frames, windows, window frames, plate glass and store fronts; (c) all plumbing, sewage, electrical and other utility pipes, lines, wires, conduits and facilities serving the Premises which are located within the Premises; (d) all fixtures within the Premises; (e) all sprinkler systems serving the Premises; (f) all interior walls, floors, and ceilings; (g) all repairs, replacements, or alterations required by any governmental requirement or governmental authority including but not limited to the Americans with Disabilities Act; (h) all necessary repairs and replacements of Tenant's trade fixtures required for the proper conduct and operation of Tenant's business, and (i) any Alterations to the Premises undertaken or installed by Tenant; (j) Any Tenant that has a grease trap in their unit will be responsible for at a minimum, an annual cleaning of the grease trap. If at any time during the Term, Tenant shall fail to make any maintenance, repairs, or replacements of, in and to the Premises as required in this Lease, Landlord shall have the right, but not the obligation, to enter the Premises and to make such maintenance, repairs, and replacements for and on behalf of Tenant, and all sums expended by Landlord for such maintenance, repairs, and replacements shall be deemed to be Additional Rent and shall be due and payable by Tenant to Landlord on demand. Tenant shall keep in force a standard maintenance agreement on all heating, ventilation, and air conditioning systems serving the Premises with a reputable heating and air conditioning service organization which shall be subject to Landlord's approval and shall annually provide a copy of said maintenance agreement to Landlord on or before the first day of the applicable Lease year, in advance, for Landlord's approval.

9. NOTICES: For the purpose of any notice or demand under this Lease, the respective parties shall be served by overnight delivery addressed to the Lessee at the address as set forth in Section 1.B. or at the leased Premises, and to the Lessor at the addresses set forth in Section 1.C. Any notice shall be effective when delivered.

10. ORDINANCES AND REGULATIONS: The Lessee shall comply promptly, at the Lessee's sole cost and expense, with all present and future laws, ordinances, rules and regulations of any municipal, county, state, federal or other governmental authority and any bureau or department thereof, and of the Board of Fire Underwriters or any other body exercising similar functions, which may be applicable to the manner in which the Lessee shall use or occupy the Premises, and shall comply with the requirement of all policies of insurance at any time in force with respect to the Building(s) in which the Premises are located.

The Lessor agrees to comply promptly with all other such laws, ordinances, rules and regulations, including, but not limited to, those requiring repairs, alterations, changes or additions to the Building(s) in which the Premises are located.

11. SIGNS: The Lessee shall not place any signs or other advertising matter or material on the exterior or permanently on the interior of the Premises visible from the exterior or any of the common areas of the Building(s) without written approval of the Lessor.

12. LESSEE'S INSURANCE: Lessee shall at all times during the term of this Lease, and at its sole cost and expense, maintain: Commercial General Liability insurance with bodily injury and property damage in the amount of *\$1,000,000.00 per occurrence with a \$2,000,000.00 annual aggregate*. At the time of Lease execution, Lessee shall provide to Lessor a Certificate of Insurance, proving the insurance. Within thirty (30) days of Lease execution, Lessee shall provide an updated Certificate of Insurance showing that Lessor has been named as additional insured. Property Insurance "All Risk" including plate glass coverage on a replacement cost basis with coverage equal to not less than 90% of the full replacement value of all personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements, and betterments made by Lessee and all other contents located or placed therein.

13. LESSEE'S OBLIGATIONS OF MAINTENANCE: Prior to Lease execution, Lessee and Lessor shall have a walk-through of the premises. Both Lessor and Lessee shall agree on the condition of the premises and note any needed maintenance. The Lessee shall at Lessee's cost and expense keep the leased Premises and every part thereof in its presently existing condition. The Lessee, by occupancy hereto, accepts the Premises as being in good repair and condition and suitable for the Lessee's intended use of the Premises. The Lessee shall not make or suffer to be made any alterations, additions or improvements to or of the Premises or any part thereof without the written consent of Lessor. The Lessee shall not permit any lien or claim for lien or any mechanic, laborer, or supplier or any other lien to be filed against the Common Areas, the Building(s), the Premises, or any part of such property arising out of work performed, or alleged to have been performed by, or at the direction of, or on behalf of the Lessee.

14. QUIET ENJOYMENT: So long as the Lessee is not in default under this Lease, the Lessee shall be entitled to peaceful and quiet enjoyment of the Premises, subject to the terms of this Lease.

15. LESSOR'S RIGHT TO INSPECT AND DISPLAY: The Lessor shall have the right, at all reasonable times during the Term of this Lease, to enter the Premises for the purpose of examining or inspecting the Premises and of making any repairs or alterations as the Lessor shall deem necessary. The Lessor shall also have the right to enter the Premises at all reasonable hours for the purpose of displaying the Premises to prospective Tenants during the ninety (90) day period prior to the Expiration Date of this Lease.

16. DESTRUCTION OF PREMISES: If the Premises or the Building(s) is rendered substantially untenantable by fire or other casualty, the Lessor may elect by giving the Lessee written notice within thirty (30) days after the date of the fire or casualty, either to: (a) terminate this Lease as of the date of the fire or other casualty; or (b) proceed to repair or restore the Premises or the Building(s) (other than the leasehold improvements and personal property installed by the Lessee), to substantially the same condition as existed immediately prior to the fire or casualty.

If the Lessor elects to proceed pursuant to Subparagraph (b) above, the Lessor's notice shall contain the Lessor's reasonable estimate of the time required to substantially complete the repair or restoration. If the estimate indicates that the time so required will exceed thirty (30) days from the date of the casualty and the Lessor does not make available to the Lessee for its use and occupancy other space, substantially similar to the Premises and located in the Building(s), then the Lessee shall have the right to terminate this Lease as of the date of such casualty by giving written notice to the Lessor not later than twenty (20) days after the date of the Lessor's notice. If the Lessor's estimate indicates that the repair or restoration can be substantially completed within one hundred eighty (180) days, or if the Lessee fails to terminate this Lease, this Lease shall remain in force and effect.

If either the Premises or the Building(s) is damaged by fire or other casualty but is not rendered substantially untenantable, then the Lessor shall diligently proceed to repair and restore the damaged portions thereof, other than the leasehold improvements and personal property installed by the Lessee, to substantially the same condition as existed immediately prior to such fire or other casualty, unless such damage occurs during the last twelve (12) months of the Term, in which event the Lessor shall have the right to terminate this Lease as of the date of such fire or other casualty by giving written notice to the Lessee within thirty (30) days after the date of such fire or other casualty.

If all or any part of the Premises are damaged by fire or other casualty and this Lease is not terminated, the Rent shall abate for all or that part of the Premises which are untenantable on a per diem and proportionate area basis from one day after the date of the fire or other casualty until the Lessor has substantially completed the repair and restoration work in the Premises which it is required to perform, provided, that as a result of such fire or other casualty, the Lessee does not occupy and continue active business operations within the portion of the Premises which are untenantable during such period. In the event the damage is to the extent it will prohibit the safe and reasonable operation of Lessee's business, or if any permit to continue operation is delayed or not available, the abatement will be complete on a per diem basis until Lessor has substantially completed the repair and restoration work to allow such safe and reasonable operation.

17. CONDEMNATION: If all or part of the Premises or the Building(s) is permanently taken or condemned by any authority for any public use or purpose (including a deed

given in lieu of condemnation), which renders the Premises substantially untenantable, this Lease shall terminate as of the date title vests in such authority and the Rent shall be apportioned as of such date.

If any part of the Premises or the Building(s) is taken or condemned for any public use or purpose (including a deed given in lieu of condemnation) and this Lease is not terminated, the Rent shall be equitably and fairly reduced for the period of such taking by an amount which bears the same ratio to the Rent then in effect as the number of square feet of Leased Area in the Premises so taken or condemned, if any, bears to the number of square feet of Leased Area specified in Section 1.H. The Lessor, upon receipt and to the extent of the award in condemnation or proceeds of sale, shall make necessary repairs and restorations (exclusive of leasehold improvements and personal property installed by the Lease) to restore the Premises remaining to as near its former condition as circumstances will permit, and to the Building(s) to the extent necessary to constitute the portion of same not so taken or condemned as complete.

The Lessor shall be entitled to receive the entire price or award from any such sale, taking or condemnation without any payment to the Lessee and the Lessee hereby assigns to the Lessor the Lessee's interest, if any, in such award; provided however, the Lessee shall have the right separately to pursue against the condemning authority an award in respect of the loss, if any, to leasehold improvements paid by the Lessee without any credit or allowance from the Lessor and for any loss for injury, damage, or destruction of the Lessee's business resulting from such taking. Under no circumstances shall the Lessor seek or be entitled to any compensation for the value of its leasehold estate.

18. ASSIGNMENT AND SUBLEASE: Without the prior written consent of the Lessor, the Lessee shall not sublease the Premises, or assign, mortgage, pledge, hypothecate or otherwise transfer or permit the transfer of this Lease or the interest of the Lessee in this Lease, in whole or in part, by operation of law, court decree, or otherwise. The consent of the Lessor to any sublease or assignment shall be based upon the sole and absolute discretion of the Lessor. If the Lessee desires to assign this Lease or to enter into any sublease of the Premises, the Lessee shall deliver written notice of such intent to the Lessor, together with a copy of the proposed assignment or sublease at least thirty (30) days prior to the effective date of the proposed assignment or commencement date of the term of the proposed sublease. Any approved sublease shall be expressly subject to the terms and conditions of this Lease. In the event of any approved sublease or assignment, the Lessee shall not be released or discharged from any liability, whether past, present or future, under this Lease, including any renewal term of this Lease.

For purposes of this Section 18, an assignment shall be considered to include a change in the majority ownership or control of the Lessee if the Lessee is a partnership or a corporation whose shares of stock are not traded publicly.

19. HOLDING OVER: It is further covenanted and agreed that if the Lessee, or any assignee or sub lessee of the Lessee shall continue to occupy the Premises after the termination of this Lease (including a termination by notice under Section 23) without the prior written consent of the Lessor, such tenancy shall be a Tenancy at Sufferance. During the period of any hold over tenancy by the Lessee, or any assignee of sub lessee, the Lessor or the Manager, by notice to the Lessee, may adjust the Adjusted Monthly Base Rent to an

amount equal to one hundred percent (100%) of the Adjusted Monthly Base Rent for the last month of the Term for which rent is paid. Acceptance by the Lessor of any Rent after termination shall not constitute a renewal of this Lease or consent to such hold over occupancy nor shall it waive the Lessor's right of reentry or any other right contained in this Lease or provided by Law.

20. SUBORDINATION AND ATTORNEY: This Lease and the rights of the Lessee hereto are expressly subject and subordinate to the lien and provisions of any mortgage, deed of trust, deed to secure debt, ground, assignment of leases, or other security instrument or operating agreement (collectively a "Security Instrument") now or hereafter existing encumbering the Premises, the Building(s), or any part thereof, and all amendments, renewals, modifications and extensions of and to any such Security Instrument and to all advances made on hereafter to be made upon the security of such Security Instrument. The Lessee agrees to execute and deliver such further instruments, in such form as may be required by any holder of a proposed or existing Security Instrument, subordinating this Lease to the lien of any such Security Instrument as may be requested in writing by the Lessor or the Manager from time to time. In the event of the foreclosure of any such Security Instrument by voluntary agreement or otherwise, or the commencement of any judicial action seeking such foreclosure, the Lessee, at the request of the then Lessor, shall attorn to and recognize such mortgagee or purchaser in foreclosure as the Lessee's Landlord under this Lease. The Lessee agrees to execute and deliver at any time upon request of such mortgagee, purchaser, or their successors, any instrument to further evidence such attornment in form acceptable to such person.

The Lessee shall, from time to time, upon not less than seven (7) days' prior written request by the Lessor or the Manager provide a statement in writing certifying: that this Lease is unmodified and in full force and effect, or, if there have been modifications, that this Lease, as modified, is in full force and effect; the amount of each item of the Rent then payable under this Lease and the date to which the Rent has been paid; that the Lessor is not in default under this Lease or, if in default, a detailed description of such default; that the Lessee is or is not in possession of the Premises, as the case may be; and containing such other information and agreements as may be reasonably requested.

21. WAIVER AND INDEMNIFICATION: To the full extent permitted by law, the Lessee hereby releases and waives all claims against the Lessor, the Manager and their respective agents, employees, officers, directors and independent contractors, for injury or damage to person, property or business sustained in or about the Center, the Building(s), or the Premises by the Lessee, its agents or employees other than damage caused by the negligence of the Lessor, the Manager, or their respective agents or employees. The Lessee agrees to indemnify and hold harmless the Lessor, the Manager and their respective agents and employees, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorneys' fees), including those arising from any injury or damage to any person (including death), property or business sustained in or about the Premises, and resulting from the negligence or willful act or omission of the Lessee, its employees, agents, servants, invitees, licensees or subtenants or resulting from the failure of the Lessee to perform its obligations under this Lease.

The Lessor and the Manager shall not be responsible or liable to the Lessee for any event, act or omission to the extent covered by insurance and maintained by the Lessee with respect to the Premises and its use and occupancy thereof (whether or not such insurance is obtained or maintained) and the proceeds of such other insurance as is obtained and maintained by the Lessee, with respect to the Premises and to its use and occupancy thereof. At the request of the Lessor, the Lessee shall from time to time provide the Lessor with effective waivers of subrogation by its insurers for the benefit of the Lessor and the Manager, and their respective agents or employees, in a form satisfactory to the Lessor.

22. SURRENDER OF PREMISES: Upon the expiration or termination of this Lease or the termination of the Lessee's right of possession of the Premises, the Lessee shall surrender and vacate the Premises immediately and deliver possession to the Lessor in a clean, good, and tenantable condition, except for damages beyond the control of the Lessee, reasonable use, and ordinary wear and tear. Lessor and Lessee shall meet for a walk through of the unit. Any moveable trade fixtures and personal property that may not have been removed from the Premises by the Lessee shall be conclusively presumed to have been abandoned by the Lessee and title to such property shall pass to the Lessor without any payment or credit and the Lessor may, at its option and at the Lessee's expense, store and/or dispose of such property.

23. EVENTS OF DEFAULT: Each of the following shall constitute an event of default by the Lessee under this Lease: the Lessee fails to pay any installment of Rent within five (5) business days after the date on which the installment of Rent first becomes due; the Lessee fails to observe or perform any of the other covenants, conditions, or provisions of this Lease and fails to cure such default within ten (10) days after written notice to the Lessee; the interest of the Lessee in this Lease is levied upon under execution or other legal process; a petition is filed by or against the Lessee to declare the Lessee bankrupt or seeking a plan or reorganization or arrangement under any Chapter of the Bankruptcy Code, or any amendment, replacement or substitution therefor, or to delay payment of, reduce or modify the Lessee's debts; the Lessee is declared insolvent by law or any assignment of the Lessee's property is made for the benefit of creditors; a receiver is appointed for the Lessee or the Lessee's property; or the Lessee abandons or vacates the Premises. Upon the occurrence of an event of default by the Lessee under this Lease, the Lessor, at its option, without further notice or demand to the Lessee, may in addition to all other rights and remedies provided in this Lease, at law or in equity:

- a. Terminate this Lease and the Lessee's right of possession of the Premises and recover all damages to which the Lessor is entitled under law, specifically including, without limitation, all of the Lessee's expenses of re-letting (including repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions).
- b. Terminate the Lessee's right of possession of the Premises without terminating this Lease, in which event the Lessor may, but shall not be obligated to, re-let the Premises, or any part thereof for the account of the Lessee, for such rent and such term and upon such terms and conditions as are acceptable to the Lessor. For purposes of any re-letting of the Premises, the Lessor is authorized to redecorate, repair, alter and improve the Premises to the extent reasonably necessary. Until the Lessor does re-let the Premises,

the Lessee shall pay the Lessor monthly on the first day of each month during the period that Tenant's right of possession is terminated a sum equal to the amount of Rent due under this Lease for such month. If and when the Premises are re-let and a sufficient sum is not realized from such re-letting after payment of all of the Lessor's expenses of re-letting (including repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions) to satisfy payment of Rent due under this Lease for any month, the Lessee shall pay to the Lessor any such deficiency monthly upon demand. The Lessee agrees that the Lessor may file suit to recover any sums due to the Lessor under this section from time to time and that such suit or recovery of any amount due the Lessor shall not be any defense to any subsequent action brought for any amount not previously reduced to judgment in favor of the Lessor. If the Lessor elects to terminate the Lessee's right to possession only without terminating this Lease, the Lessor may, at its option, enter into the Premises, remove the Lessee's signs and other evidence of tenancy and take and hold possession thereof; provided, however, that such entry and possession shall not terminate this Lease or release the Lessee, in whole or in part, from the Lessee's obligation to pay the Rent reserved hereto for a full Term or from any other obligation of the Lessee under this Lease. The Lessee shall pay, upon demand, all costs and expenses including attorney fees, incurred by the Lessor in enforcing the Lessee's obligations under this Lease or resulting from the Lessee's default under this Lease.

c. Accelerate the Lease and call due all monies that shall be due and owing under the terms of this Lease.

24. LATE FEES: Any installment of Rent, Additional Rent, or expenses pursuant to this Lease which are not paid by the 5th business day after it becomes due shall be subject to late charges. The late charge shall be \$10.00 per day from the due date (the first of the month for which the rent is due).

25. NSF FEES: In the event that a Lessee's form of Rent payment is designated as having non-sufficient funds, Lessor shall thereafter only accept payment in the form of certified funds for the late Rent payment. Further, Lessee will be charged an additional fee of \$35, which shall be included in the Rent payment due.

26. SUCCESSORS AND ASSIGNS: This Lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators and legal representatives of the parties hereto. In the event of a sale, assignment or transfer by the Lessor of its interest in the Building(s) or in this Lease (other than a collateral assignment to secure a debt of the Lessor prior to enforcement) to a successor in interest who expressly assumes the obligations of the Lessor hereto, the Lessor shall thereupon be released or discharged from all of its covenants and obligations hereto, except such obligations as the Lessor shall have accrued prior to any such sale, assignment, or transfer; the Lessee agrees to look solely to such successor in interest of the Lessor for the performance of such obligations. Any securities or funds given by the Lessee to the Lessor to secure performance by the Lessee of its obligations hereto may be assigned by the Lessor to such successor in interest of the Lessor, and, upon acknowledgement by such successor or receipt of such security and its assumption of the obligation to account for such security in accordance with the terms of the Lease, the Lessor shall be discharged from any further obligation relating thereto. The Lessor's assignment of the Lease or any or all of its rights herein shall in no manner affect

the Lessee's obligations hereto. The Lessor shall have the right to freely sell, assign, or otherwise transfer its interest in the Building(s) and/or this Lease.

27. NON WAIVER: No waiver of any covenant or condition of this Lease by either party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Lease.

28. SECURITY DEPOSIT: As security for the performance of its obligations under this Lease, the Lessee upon its execution of this Lease has paid to the Lessor a security deposit (the "Security Deposit") in the amount stated in Section 1K. The Security Deposit may be applied by the Lessor to cure or partially cure any default of the Lessee under this Lease, and upon notice by the Lessor of such application; the Lessee shall replenish the Security Deposit in full by promptly paying to the Lessor the amount so applied. The Lessor shall not pay any interest on the Security Deposit. The Security Deposit shall not be deemed an advance payment of Rent or a measure of damages for any default by the Lessee under this Lease, nor shall it be a bar or defense to any action which the Lessor may at any time commence against the Lessee.

29. LIMITATION OF THE LESSOR'S LIABILITY: As used in this Lease, the term "Lessor" shall mean the entity herein named as such, and its successors and assigns. No person holding the Lessor's interest under this Lease (whether or not such person is named as the "Lessor") shall have any liability hereto after such person ceases to hold such interest, except for any liability accruing hereto while such person held such interest. Neither the Lessor nor any principal officer, employee, or partner (general or limited) of the Lessor shall have any personal liability under any provisions of this Lease. If the Lessor defaults in the performance of any of its obligations under this Lease or otherwise, the Lessee shall look solely to the Lessor's assets, interest, and rights, and not to the assets, interest, or rights of any principal, officer, employee or partner (general or limited), for satisfaction of the Lessee's remedies on account thereof.

30. COMMON AREAS: For purposes of this Lease, "Common Areas" shall mean all areas, improvements, space and equipment in or at the Building(s), provided by the Lessor for the common or joint use and benefit of Tenants, customers, and other invitees.

31. MISCELLANEOUS: This Lease, the Exhibits and the Riders, if any, attached hereto contain the entire agreement between the Lessor and the Lessee and there are no other agreements, either oral or written. This Lease shall be modified or amended only in writing signed by the Lessor and the Lessee and specifically referring to this Lease. The captions in this Lease are for convenience only and in no way define, limit, construe or describe the scope or intent of the provisions of this Lease. This Lease shall be construed in accordance with the laws of the state and county in which the Premises is located. If any provision of this Lease or any amendment hereof is invalid or unenforceable in any instance, such invalidity shall not affect the validity or enforceability of any other provision, or such provision in any circumstance not controlled by such determination.

32. RADON GAS: Notice to Prospective Tenant: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that

exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit. Pursuant to 404.056 § (5), Florida Statutes.

33. RIDERS: All riders attached hereto and signed by the Lessor and the Lessee shall be deemed to be a part hereof and hereby incorporated herein.

34. LESSOR'S WORK: The premises are being leased "as is" and Lessee hereby agrees to maintain everything in good working condition during the Term(s) of this Lease.

35. LESSEE WORK: Lessee shall in writing obtain approval from Lessor for any and all renovations made to the Premises, which approval shall be at Lessor's sole and absolute discretion. Lessee understands that all work on the Premises, including all renovation, alteration, repair, replacements, reconstruction and other work ("Proposed Lessee Work"), made by or on behalf of Lessee, beyond that necessary for servicing, maintenance and upkeep as described Section 8.2, shall be made and performed:

- (a) at Lessee's sole cost and expense,
- (b) by contractors or mechanics who are licensed and insured to perform the work requested,
- (c) at least equal in quality of materials and workmanship to the original work or installation,
- (d) in accordance with all requirements as Lessor may impose with respect to insurance to be obtained by Lessee and the financial ability of Lessee in connection with the proposed work, and
- (e) in accordance with all applicable laws and regulations of governmental authorities having jurisdiction over the Premises, including timely permitting and cancellation of permitting, and mechanic's liens.

In addition,

- (i) Lessee shall submit to Lessor all diagrams, specifications, plans and drawings of all Proposed Lessee Work for Lessor's proposed approval in Lessor's sole and absolute discretion, and
- (ii) Lessee shall submit to Lessor proof of Lessee's financial capability for undertaking the Lessee Work. Lessor shall evaluate and approve Lessee's financial capability at Lessor's sole and absolute discretion.
- (iii) If any utility work (including, but not limited to, electrical, gas, and water) is required in relation to any Proposed Lessee Work, then Tenant shall inform Landlord, and Landlord, upon Landlord's receipt and approval of Tenant's plans and drawings in Landlord's sole and absolute discretion, shall contract with the relevant utility company to provide the requested service. Tenant shall not sign any agreement with any utility company for any services for the Premises, unless Landlord provides otherwise in writing to Tenant.

36. NO SMOKING: There shall be no smoking in the Premises. In the event that Landlord finds evidence of smoking within the Premises, Lessee shall immediately be assessed a cleaning fee in an amount the greater of the following: a) \$1,000 or b) the actual amount of cost that Landlord incurs to engage a professional smoke damage remediation specialist to clean the Premises.

37. UTILITIES. Tenant shall be responsible for all utilities related to Tenant's unit. In the event that utilities are shared among multiple Tenants, each Tenant will be invoiced by Landlord for each Tenant's pro rata share. These invoices must be paid upon receipt. A late fee in the amount of 10% of the amount due shall be charged if the utility payment is not received within 30 days of the date of Invoice.

IN WITNESS WHEREOF, the Lessee and Lessor have executed or caused to be executed this Lease as of the date set forth above.

LESSOR:

City of Winter Park

LESSEE:

Collantes Holdings, LLC

Mayor Sheila DeCiccio

Phone Number: _____

Email: collantes.mike@gmail.com