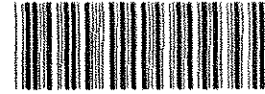


THIS INSTRUMENT PREPARED BY:  
Nicolle M. Shalley  
Senior Assistant City Attorney  
City of Gainesville  
P.O. Box 490, Station 46  
Gainesville, Florida 32602

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2546191 12 PGS  
Dec 16, 2009 11:15 AM  
BOOK 3925 PAGE 1738  
J. K. IRBY  
Clerk Of Circuit Court  
Alachua County, Florida  
CLERK10 Receipt # 429221



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### Lease - Bethel Station

THIS LEASE AGREEMENT ("Lease") is made by and between the City of Gainesville, Florida, a municipal corporation under the laws of the State of Florida, whose address is P.O. Box 490, Station 6, Gainesville, Florida 32601 ("Landlord") and Lono, Inc., a Florida corporation, doing business as "The Lunchbox Café", whose address is: 1117 NE 14<sup>th</sup> Avenue, Gainesville, Florida 32601 ("Tenant") (hereafter collectively "Parties"). In consideration of the mutual promises contained herein and other good and valuable consideration the parties agree as follows:

**SECTION 1. LEASE OF PREMISES.** Landlord hereby leases to Tenant property located on the northeast corner of the intersection of Southeast 1<sup>st</sup> Avenue and Southeast 1<sup>st</sup> Street, Gainesville, Florida, commonly known as "Bethel Station" (the "Premises"), as more particularly described and depicted in Exhibit "A" attached hereto and by this reference incorporated herein.

**SECTION 2. USE/MAINTENANCE AND REPAIR/RULES AND REGULATIONS.**

**A. Use.** Tenant shall use the Premises exclusively for an Eating Place and Outdoor Café, together with its customary accessory uses, such as, but not limited to, the display of artwork and music performances. Alcoholic beverages shall not be sold or consumed on the Premises, unless permitted by City Code and authorized by the Landlord in a written amendment to this Lease. In addition, the Premises shall be closed to public use each day from 11:30 p.m. to 6 a.m. of the following day, or as otherwise authorized by the Landlord in a written amendment to this Lease. Tenant's taking possession of the Premises shall be conclusive evidence of Tenant's acceptance thereof in good order and satisfactory condition. Tenant agrees that Landlord has made no representations respecting the condition of the Premises; that Landlord has made no representations as to conformance with applicable laws respecting the condition of the Premises or the presence or absence of Hazardous Substances in, at, under, above or abutting the Premises; that no warranties or guarantees, expressed or implied, with respect to workmanship or any defects in material have been given; and that no promise to decorate, alter, repair or improve the premises either before or after the execution hereof have been made by Landlord or its agents to Tenant except as contained herein. Tenant shall create no public nuisance or allow a public nuisance to be created in or from the Premises. Tenant shall not store, manufacture or sell any explosives, flammables or other inherently dangerous substances, chemicals, things or devices from the Premises. Tenant shall not conduct any trade, business or occupation that is unlawful. Tenant shall maintain compliance with all relevant federal, state, and local laws, rules and regulations. Tenant shall promptly report any damage, necessary repairs or maintenance to the Landlord. The Tenant will be responsible for repairing any damage caused by acts, omissions or negligence of the Tenant or its employees, agents, licensees, patrons, guests or invitees.

**B. Maintenance and Repair.**

**Exhibit "A"**

12-33 1 -20-370VD  
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- 1) Tenant Responsibilities. Tenant shall be responsible for maintaining the air conditioning unit, windows, interior walls, mechanical, electrical, plumbing, fixtures, light fixtures, floor, and floor coverings in the condition as existed on the first day of the Lease term. Tenant shall also be responsible for all repairs, replacement, and maintenance in connection with damage or loss to the Premises, fixtures, and improvements resulting from acts, omissions or negligence of the Tenant, or the Tenant's employees, agents, licensees, tenants or invitees. In addition, Tenant shall repair all damage caused by the installation or removal of furniture, fixtures, or property permitted under this Lease to be removed from the Premises, or which may be placed thereon by Tenant. All such repairs shall be made in a good, workmanlike manner. In the event of Tenant's failure to make repairs within a reasonable period of time, or in the event that the repairs are inadequate, the Landlord may elect to make such repairs and perform such maintenance and the Tenant shall pay to the Landlord, upon demand, the reasonable costs of such repairs and maintenance. Tenant shall be responsible for routine repairs and maintenance of the air conditioning unit, but not for replacement, unless caused by Tenant's failure to maintain. Routine repairs are those repairs necessary to keep the air conditioning unit in the same condition as existed on the first day of the Lease, and not exceeding \$500.00 per repair. Tenant shall maintain the Premises in a clean and sanitary condition by providing routine janitorial, pest prevention and trash removal services.
- 2) Landlord Responsibilities. Landlord shall be responsible for the maintenance and repair of the roof, exterior walls, structural portions of the building, and the replacement of heating and air conditioning unit. All repairs not addressed herein and not caused by the acts, omissions or negligence of the Tenant or it's employees, agents, licensees, patrons, guests or invitees, shall be the responsibility of Landlord.

**C. Common Areas.** Reserved.

**D. Rules and Regulations.** Any rules and regulations appended to this Lease are hereby made a part of this Lease, and Tenant agrees to comply with and observe the same. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations applicable to the Premises. Notice of such additional rules and regulations, amendments and supplements, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all such rules and regulations, and amendments thereto and supplements thereof.

**SECTION 3. TERM OF LEASE AND SURRENDER OF PREMISES.** Commencing on the date specified in **Exhibit "B"** as the Commencement Date, Tenant shall lease the Premises for a period of five (5) years, unless earlier terminated as provided in this Lease. During the initial lease term, the Tenant may terminate the Lease at the end of any lease year by giving written notice to the Landlord not less than 90 days prior to the end of that lease year. Following the initial term, this Lease may be extended for up to five additional one-year terms at the option of Tenant, provided Tenant is not or has not been in default under the terms of this Lease. Tenant shall notify the Landlord, in writing, not less than 90 days prior to the expiration date of the Lease if the Tenant desires to exercise the extension option. The terms of any such extension shall be negotiated by the parties. On or before the date of termination of this Lease, Tenant must remove its furniture, movable equipment and other personal property not attached to the Premises. Anything not removed on or before the date of termination of this Lease will become the property of the Landlord. Upon termination of this Lease, Tenant agrees to deliver to Landlord all keys to the Premises and to surrender the Premises immediately and in good order and condition, excepting

reasonable wear and tear, and return to the Landlord all tangible personal property supplied by Landlord to Tenant other than Tenant's own personal property.

**SECTION 4. RENT.** Tenant agrees to pay base rent (the "Base Rent") together with applicable sales tax and property taxes in consecutive monthly installments commencing on and in such amounts as described in **Exhibit "B"** which is attached hereto and incorporated herein by reference. The Base Rent, sales tax and any other charges, fees or amounts due from the Tenant to the Landlord under the terms of this Lease are hereinafter collectively referred to as "Rent." Tenant agrees to pay the Rent in advance on or before the first of every month. If Tenant makes the monthly payment on or after the 10th day of the month, Landlord shall assess a late fee of 5% of the rent due for that month. The late fee is intended to compensate Landlord for administrative expenses associated with responding to late payment, and shall not be considered liquidated damages or interest. Non-payment or delay in the payment of Rent beyond thirty (30) days from the due date will be deemed a default of this Lease and shall be grounds for termination of this Lease. Each year, the Landlord shall provide the Tenant with monthly invoices for rent and Tenant shall remit such invoice with each payment of Rent. **The Rent shall be made payable to "City of Gainesville" and shall be delivered together with the appropriate invoice on or before the 1<sup>st</sup> of each month to the Gainesville Community Redevelopment Agency at 300 E. University Avenue, Suite 240, Gainesville, FL 32601.**

**SECTION 5. UTILITIES.** Tenant agrees to obtain utility service from the utility providers approved by the Landlord for service at the site. Tenant shall be responsible for arranging for and paying for all utility services required on the Premises and agrees to timely pay any and all charges for gas, electricity, water, sewage, telephone, solid waste and recyclables collection, and all other utilities. All utilities shall be accounts in the name of Tenant, and Landlord shall have no liability for the cost of such utilities, or for any damage, injury or inconvenience caused by interruption of utility service.

**SECTION 6. SECURITY DEPOSIT.** To secure the faithful performance by Tenant of all the provisions of this Lease, Tenant will deposit at the time of execution of this Lease, the sum of Six-Hundred Seventy-Five Dollars (\$675.00) as a security deposit. Any portion thereof may, at the option of the Landlord, be applied to the curing of any default of Tenant. Landlord will refund the deposit to Tenant within 30 days of termination of this Lease less any expenses or costs incurred by Landlord in curing any default of Tenant, including but not limited to damage to Premises, failure to maintain or repair or outstanding debt.

**SECTION 7. INDEMNIFICATION AND INSURANCE.**

**A. Indemnity.** Tenant shall indemnify, defend and hold harmless Landlord, its officers, employees, elected officials, agents, consultants, independent contractors, and any successors to Landlord's interest from and against all claims, demands, losses, damages, liabilities, suits, fines, and penalties and costs (including attorney's fees) arising from the acts or negligence of Tenant, its employees, agents, licensees, patrons, guests and invitees.

**B. Insurance.** Tenant shall, during the term of this Lease, maintain comprehensive public liability insurance, including personal injury and property damage, issued by a reputable insurance company licensed to do business in the State of Florida with limits of not less than \$1,000,000 combined single limit protecting Landlord and Tenant against liability for any accident, injury or damage on the Premises, in the Building or on the Property. Should Landlord determine that Tenant's operations present a risk of loss of damage greater than anticipated, Tenant may be required to maintain greater insurance coverage different in scope of loss covered and amount of coverage. Prior to the Commencement Date of this Lease, Tenant shall furnish to Landlord appropriate certificates of said insurance, and each insurance policy shall contain an agreement that the policy shall not be canceled or materially changed except after

30 days prior written notice of such cancellation or material change to the Landlord. All required insurance products will name the Landlord as an additional insured.

**C. Sovereign Immunity.** No provision(s) of this Lease shall be interpreted or deemed as a waiver of Landlord's sovereign immunity.

**D. Loss or Damage to Tenant's Property.** All personal property of any kind or description whatsoever in or on the Premises, whether owned by Tenant or others, shall be at the Tenant's sole risk and Landlord shall not be liable for any damage done to or loss of such personal property, or otherwise be liable to Tenant because of any interruption of services or utilities, and such interruption or failure shall not relieve Tenant from the duty to pay the rent provided herein, or constitute or be construed as a constructive or actual eviction of Tenant. Tenant shall secure any insurance necessary to cover loss or damage to Tenant's property.

**SECTION 8. LICENSES, PERMITS AND COMPLIANCE WITH LAWS AND RULES.** Tenant shall, at Tenant's expense, obtain all necessary licenses and permits, which may be required for the conduct of Tenant's business. Tenant shall, at Tenant's own expense observe and comply with all laws, ordinances, directives, orders, rules and regulations of all federal, state, municipal or other authorities having or claiming jurisdiction over the Premises, Tenant or the conduct of Tenant's business.

**SECTION 9. TENANT ALTERATIONS, IMPROVEMENTS AND FIXTURES.**

**A. Review by Landlord.** The parties acknowledge the City Manager has designated the Manager of the Gainesville Community Redevelopment Agency as the Landlord's "Design Review Agent" and such Agent is responsible for review of Tenant improvements and alterations at the Premises. Tenant shall meet with the Design Review Agent to coordinate any improvements or alterations proposed by the Tenant. The parties agree that the Landlord maintains final approval over all architectural designs, improvements or alterations to the Premises. The review by the Design Review Agent or the Landlord is solely for the purposes of this Lease and in no way constitutes or shall be deemed approval by or a waiver of any review, permits or approvals required by the City of Gainesville. The building located on the Premises is listed on the Local Register of Historic Places and Tenant must obtain a Certificate of Appropriateness from the City of Gainesville for regulated work items as described in the City Code of Ordinances.

**B. Approved alterations.** Tenant may, at its own cost and expense, make such improvements or alterations to the Premises as have been approved by the Landlord in writing. Any improvements or alterations shall not impair the safety or the appearance of the Premises, and shall comply with all applicable laws, ordinances, and regulations. Contractors or workers, approved in writing in advance by Landlord, shall perform such work at Tenant's expense. Landlord shall have the right to require that the work be performed at such time and upon terms, conditions and scheduling satisfactory to Landlord. All labor required for construction within the Premises shall be contract labor and shall not be deemed employees of the City.

**C. Fixtures.** All fixtures installed by Tenant in the Premises including lighting, molding, and any other article permanently affixed to the floor, wall or ceiling of the Premises shall become the property of Landlord and shall be surrendered with the Premises at the termination or expiration of this Lease. However, Landlord may direct Tenant, at Tenant's expense, in writing to remove any or all fixtures installed by Tenant on the Premises and to repair, at Tenant's expense, all damage caused by such removal and to return the Premises to its original condition, reasonable wear and tear excepted.

**D. Construction Liens Prohibited.** Tenant shall promptly pay for all labor and materials used in constructing any improvements, alterations or fixtures on the Premises and shall do all things necessary to prevent the filing of any mechanics', materialman, or other type of lien or claim against Landlord or the Property by, against, through, or under Tenant or its contractors. Tenant shall notify its contractors that Landlord's interest shall not be subject to any liens or claims for alterations, improvements or fixtures to the Premises by Tenant. Landlord's interest shall not be subject to any liens or claims for alterations, improvements or fixtures to the Premises by Tenant. If any such lien or claim is filed, Tenant shall cause the same to be discharged within twenty (20) days of the filing of the lien. **This Lease shall be recorded in the Public Records of Alachua County, Florida by the Tenant, at its sole cost, within five (5) days of execution of same.**

**SECTION 10. DEFAULT/LANDLORD'S RIGHTS AND REMEDIES.**

**A. Default.** Tenant shall be deemed in default under this Lease if Tenant fails to pay within thirty (30) days of the due date any Rent or other charges provided for in this Lease; fails to observe or perform any other term, condition, covenant or obligation of this Lease within 10 days of notice to do so; abandons the Premises; and/or fails to immediately cure any potentially hazardous conditions that Tenant, Tenant's employees, agents, licensees, patrons, guests or invitees have created.

**B. Remedies.** Upon a Tenant default, Landlord shall be entitled to immediately terminate this Lease and to recover from Tenant all unpaid Rent and additional charges due up to and including the date of termination as well as any additional sums provided by law (including attorneys' fees and costs) for which Tenant is liable or for which Tenant has agreed to pay Landlord. If Landlord terminates this Lease for breach or default, Landlord may re-enter the Premises at anytime at Landlord's discretion. Tenant agrees, following termination of the Lease, to immediately surrender the Premises to Landlord and to deliver to Landlord all keys to the Premises and to deliver to Landlord any other property supplied by Landlord and not owned by Tenant. In the event Tenant defaults, Tenant agrees to pay the Landlord's attorney's fees and all other costs and expenses resulting from the default. In addition to the statutory remedies and lien, Landlord shall have a lien for the payment of Rent upon the fixtures and equipment of Tenant located in the Premises. This lien may be enforced upon the nonpayment of Rent and additional charges by the taking and sale of such property in the same manner as allowed by law in the case default under a chattel mortgage.

**SECTION 11. BANKRUPTCY.** If, at any time during the term of this Lease, there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, this Lease shall be canceled and terminated. Tenant agrees to notify Landlord in writing within 24 hours of any such filing. In the event of bankruptcy by Tenant, neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of any order of any court shall be entitled to take possession or remain in possession of the Premises, but shall forthwith quit and surrender the Premises.

**SECTION 12. PROPERTY DAMAGE OR OTHER CASUALTY/CONDEMNATION.**

**A. Release of Landlord.** Landlord is hereby released from any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, wind, ice, snow or any leak or flow from or into any part of the Premises from any damage or injury resulting from any cause whatsoever. In addition, Landlord shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the Building or the Premises, the interruption of the use of the Premises, or the termination of this Lease by reason of any damage or destruction of the Premises.

**B. Right to Terminate.** In the event that the Premises are totally destroyed or so damaged by fire or other casualty, and the damage cannot be repaired or restored within a reasonable length of time, (as Landlord may determine in the exercise of its sole discretion) Landlord shall have the right to terminate this Lease.

**C. Right to Restore.** If the damage is partial, such that the Premises can be restored to their former condition within a reasonable time, (as Landlord may determine in the exercise of its sole discretion) Landlord may at its option, restore the Premises with reasonable promptness, reserving the right to enter upon the Premises for that purpose. Landlord reserves the right to enter upon the Premises whenever necessary to repair damage caused by fire or other casualty to the Premises, even through such entry may have the effect of rendering the Premises or some portion thereof temporarily unavailable for occupancy. In such event, the rent shall be apportioned and suspended during the time that Landlord is in possession, taking into account the proportion of the Premises rendered unavailable for occupancy and the duration of Landlord's possession. If a dispute arises as to the amount of rent due under this clause, Tenant agrees to pay the full amount claimed by Landlord, though Tenant shall retain the right to proceed by law to recover any disputed rent payment.

**D. Condemnation.** If during the term of this Lease, or any extension or renewal thereof, all of the Premises is taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated during the un-expired portion of the lease, effective as of the date of the taking of the Premises. If less than all of the Premises is taken for any public or quasi-public use under any law, ordinance or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall not terminate unless either party, at its option, terminates the Lease by giving written notice thereof to the other party. The date of termination shall be the date the condemning authority takes title. In the event that the Lease continues in effect following partial condemnation, Landlord shall, at its sole expense, restore and reconstruct the Premises to make same reasonably tenantable and suitable for the use for which the Premises is leased. The Rent payable hereunder during the reconstruction period shall be reduced in proportion to the reduction in square footage of the Premises available for Tenant's use during the reconstruction period. Tenant hereby assigns and transfers to Landlord any claim it may have to compensation for damages as a result of condemnation proceedings; under no circumstances shall Tenant share in any such compensation for damages.

**SECTION 14. NO WAIVER OR BREACH.** Any failure or neglect by Landlord to assert or enforce any rights or remedies after any breach or default by Tenant shall not prejudice Landlord's rights or remedies with regard to any existing or subsequent breaches or defaults.

**SECTION 15. BURDEN, BENEFIT AND APPLICABLE LAW.** This Lease shall be binding on and inure to the benefit of the respective successors and assigns of the Landlord and of Tenant. This Lease shall be construed according to the laws of the State of Florida, venue in Alachua County, Florida. This Lease may be modified only in writing signed by the parties or their respective successors in interest.

**SECTION 16. HAZARDOUS SUBSTANCES/ENVIRONMENTAL LAWS.** Except as may be permitted in writing by Landlord, the storage, use or disposal of Hazardous Substances is prohibited on the Premises, Building or Property. As used herein, "Hazardous Substances" means any contaminants, pollutants, hazardous or toxic substances as those terms may be defined in any federal, state or local law, rule, regulation or ordinance, including asbestos, polychlorinated biphenyls, and petroleum (including crude oil or any fraction thereof). Should the Landlord grant such permission, Tenant must supply Landlord Material Safety Data Sheets for all Hazardous Substances used, stored or disposed of by Tenant.

In addition, Tenant must comply with all OSHA, EPA and other federal, state or local requirements regarding Hazardous Substances. Tenant hereby indemnifies and holds Landlord and Landlord's officers, managers, agents and employees harmless from and against, and shall reimburse Landlord and Landlord's officers, managers, agents and employees for any and all "Losses" (as hereinafter defined) arising from, out of or as a consequence directly or indirectly, of the release or presence of any Hazardous Substance on the Premises which first occurs during the Term of this Lease, whether foreseeable or unforeseeable, and whether or not known to Tenant, it being understood and agreed that the foregoing indemnity includes, but is not limited to, all costs of removal, remediation of any kind, detoxification, clean up and disposal of such Hazardous Substance and the preparation of any closure or other required plans, all costs of determining whether the Premises is in compliance and causing the Premises to be in compliance with all applicable environmental laws, all costs and fees associated with claims for damages to persons, property, or natural resources, and Landlord's reasonable attorney's fees and consultant's fees and court costs in respect thereto, whether or not litigation or administrative proceedings shall occur, including all costs and expenses incurred or suffered by Landlord by reason of any violation of any applicable environmental law which occurs, or has occurred, upon the Premises during the Term of this Lease, or by reason of the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of such violation, it being expressly understood and agreed that to the extent Landlord and Landlord's officers, directors, shareholders, managers, members, agents and employees, or any of them are strictly liable under any applicable statute or regulation pertaining to the protection of the environment, this indemnity shall apply without regard to the strict liability with respect to the violation of law which results in such liability. "Losses" shall mean any and all loss, claims, liability, damages, and injuries to person, property or natural resources, cost, expense, action or cause of action.

Tenant shall comply with all environmental laws throughout the term of this Lease. Tenant hereby covenants and agrees that all obligations of Tenant under this Section shall survive any termination of the Lease, it being further understood and agreed that the rights of Landlord under this Section shall be in addition to any other rights and remedies under this Lease or at law in equity.

**SECTION 17. NOISE.** Noise levels created by Tenant or their employees, agents, licensees, patrons, guests or invitees must not exceed the applicable limit as provided in Chapter 15, City of Gainesville Code of Ordinances.

**SECTION 18. TAXES.** Tenant agrees to pay all intangible taxes assessed against the Landlord and/or the Tenant as a result of Tenant's operation, use and occupancy of Premises or personal property on Premises. The Rent during the initial five year term of this Lease is inclusive of property taxes and sales tax as described in **Exhibit "B."** In the event property tax assessment is extended to the value of the Downtown Community Plaza due to this Lease of the Premises, Landlord may terminate this Lease with 10 days notice to Tenant and same shall not be considered a default by Landlord.

**SECTION 19. NON-DISCRIMINATION.** Tenant will not discriminate against any person upon the basis of race, religion, color, marital status, sex, natural origin, sexual orientation, disability or age, in either employment or with regard to services, as applicable, in accordance with any federal, state and local laws.

**SECTION 20. RELATIONSHIP WITH LANDLORD.** Tenant shall not use any trademark, service mark, trade name or other indicia of the Landlord, nor shall Tenant hold itself out as having any business affiliation with the Landlord other than a landlord-tenant relationship, and upon direction of the City Manager, the Tenant shall issue public disclaimers to that effect.

**SECTION 21. DAYS AND NOTICE.** Any reference in this Lease to days shall mean calendar days. All notices, demands or communications of any kind which may be required or desired to be served,

given or made shall be sufficient if delivered in person or sent through the United States mail, certified or registered, return receipt requested, addressed to the parties at the addresses stated on page 1. Either party may change the address to which subsequent notices shall be sent.

**SECTION 22. QUIET ENJOYMENT.** Tenant, upon paying the rent and performing the covenants and agreements of this Lease, shall quietly have, hold, and enjoy the Premises and all rights granted Tenant in the Lease during the term hereof.

**SECTION 23. RIGHTS AND REMEDIES CUMULATIVE.** All rights and remedies of the parties hereto shall be cumulative and shall not be construed to exclude any other rights or remedies allowed by law consistent with the terms and conditions hereof.

**SECTION 24. POSSIBILITY OF RADON GAS.** Pursuant to Florida law, Tenant is hereby advised as follows: RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. (Section 404.056(5), Florida Statutes (2008)).

**SECTION 25. SUBLETTING AND ASSIGNMENT.** The Tenant shall not sublet the Premises or any part thereof nor assign this Lease, or any interest therein, without first obtaining the written consent of the Landlord, which consent may be granted or denied in the sole discretion of the Landlord.

**SECTION 26. ENTRY.** Landlord or Landlord's agents shall have the right to enter the Premises upon reasonable notice, or immediately in the event of emergency, to examine the same and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Premises that may be required without the same constituting an eviction of Tenant in whole or in part. During the three (3) months prior to the expiration date of the term of this Lease or any renewal term, Landlord may exhibit at the Premises the usual notices "TO LET" or "FOR RENT", which notices Tenant shall permit to remain thereon undisturbed. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the Premises or any part thereof, except as otherwise herein specifically provided.

**SECTION 27. BROKERS.** Tenant warrants that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in any activity that could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge in connection with this Lease and will indemnify the Landlord against any such claims.

**SECTION 28. INTERPRETATION.** The terms and provisions hereof shall be construed and interpreted without regard to which party may have drafted it.

**SECTION 29. SEVERABILITY.** The Lease consists of this document and any Exhibits attached hereto. If any section, sentence, clause or phrase of this Lease is held to be invalid or unenforceable by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Lease.

**SECTION 30. PERSONAL GUARANTY.** Robyn T. Mole and Clea K. Lauriault shall personally guarantee and be jointly and severally liable for performance of, payment due and all other obligations of Tenant under this Lease.



IN WITNESS WHEREOF, the parties have caused this Lease to be executed.

TENANT

Lono, Inc., a Florida corporation, doing business as "The Lunchbox Café"

[Signature]  
Print Name: Kelly Huard Fister

By: [Signature]  
Name: Robyn T. Mole  
Title: President

[Signature]  
Print Name: Sarah C. Vidat-Finn

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 9<sup>TH</sup> day of DECEMBER, by Robyn T. Mole, as the President of Lono, Inc., a Florida corporation, doing business as "The Lunchbox Café", and who has acknowledged that he/she has executed the same on behalf of the corporation, and that she was authorized to do so. She is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida



Signed, sealed and delivered  
In the presence of the following witnesses:

[Signature]  
Print Name: Rosemary Skell

[Signature]  
Print Name: Rebecca Sanders

LANDLORD:  
CITY OF GAINESVILLE

By: [Signature]  
Name: Russ Blackburn  
Title: City Manager

STATE OF FLORIDA  
COUNTY OF ALACHUA

APPROVED AS TO FORM AND LEGALITY  
By: [Signature]  
Nicole M. Shalley  
Senior Assistant  
City Attorney

The foregoing instrument was acknowledged before me this 15<sup>TH</sup> day of DECEMBER, by Russ Blackburn, as the City Manager of the City of Gainesville, a municipal corporation, and who has acknowledged that he has executed the same on behalf of the City, and that he was authorized to do so. He is personally known to me.

[Signature]  
Notary Public, State of Florida



The undersigned Guarantor acknowledges having received a complete copy of this Lease, and having had the opportunity to consult with legal counsel as Guarantor deemed appropriate, prior to executing this Lease and assuming the personal obligations described in Section 30.

Kelly H Fisher  
Print Name: Kelly Huard Fisher

GUARANTOR:  
[Signature]  
Name: Robyn T. Mole

Sarah C. Vidal-Finn  
Print Name: Sarah C. Vidal-Finn

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 9<sup>TH</sup> day of DECEMBER, by Robyn T. Mole, who has acknowledged that she has executed the same. She is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida



The undersigned Guarantor acknowledges having received a complete copy of this Lease, and having had the opportunity to consult with legal counsel as Guarantor deemed appropriate, prior to executing this Lease and assuming the personal obligations described in Section 30.

Kelly H Fisher  
Print Name: Kelly Huard Fisher

GUARANTOR:  
[Signature]  
Name: Clea K. Lauriault

Sarah C. Vidal-Finn  
Print Name: Sarah C. Vidal-Finn

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 9<sup>TH</sup> day of DECEMBER, by Clea K. Lauriault, who has acknowledged that she has executed the same. She is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida





**Exhibit "B"**  
**RENT SCHEDULE**

THIS RENT SCHEDULE is a material part of that certain Lease by and between THE CITY OF GAINESVILLE ("Landlord") and Lono, Inc., a Florida corporation, doing business as Café Lono ("Tenant") and Robyn T. Mole and Clea K. Lauriault (jointly, and severally, the "Guarantor") for the Premises known as "Bethel Station":

A) Premises Refer to Legal Description on Exhibit "A" to Lease.

B) Escrows Security Deposit (due at signing of this lease) \$ 675.00

C) Monthly Rent

	Rent (inclusive of Base Rent, Sales Tax and Property Taxes)
Months 1-9	\$675
Months 10-13	\$750
Months 14-17	\$825
Months 18-21	\$900
Months 22-25	\$975
Months 26-29	\$1050
Months 30-33	\$1125
Months 34-60	\$1200

D) Initial Term 5 Years

E) Commencement Date 12/09/09

However, payment of rent shall not commence until issuance of a certificate of occupancy ("CO") for the Premises. The first months rent shall be paid on the day the CO is issued. If issuance of the CO occurs on a day other than the first of the month, the first months rent shall be prorated on a daily basis for that month.

Total Amount Paid: \$ 675.00  
Received by: CRA - Kelly Howard Foster KHF  
Date: 12/9/2009

LL: [Signature]  
Initials

T: [Signature]  
Initials

G: [Signature]  
Initials

G: [Signature]  
Initials

**FIRST AMENDMENT  
TO LEASE BETWEEN  
LONO, INC., as Tenant and the CITY OF GAINESVILLE, as Landlord**

Tenant and Landlord agree to amend that certain Lease Agreement with a commencement date of December 9, 2009 for the Premises known as Bethel Station located in the Downtown Community Plaza.

Section 2.A. of the Lease is amended to allow the Tenant to serve beer and wine to its customers for their consumption on the Premises. Provided the Tenant shall comply with the following requirements at all times:

1. Tenant shall be properly licensed by and in compliance with all applicable local, state and federal laws relating to the sale, dispensing and consumption of beer and wine on the Premises, and subject to such further terms and conditions as may be required by the Landlord in its sole discretion as owner of the Premises;
2. Tenant shall clearly delineate the boundaries of the Premises and actively monitor its customers to ensure possession and consumption is within the Premises.
3. Tenant shall not offer to its customers drink specials designed to encourage binge drinking (defined as encouraging a high intake of alcohol on a single occasion). The Landlord shall have the exclusive right under this Lease to determine whether any particular program or activity of Tenant encourages binge drinking. The parties agree however that Tenant may offer "Happy Hour" drink specials (defined to mean a reduction in price of a single drink or of multiple drinks).
4. If Tenant or its staff is charged with violations of the law involving underage drinking or other alcohol-related violations at or involving the Premises, the Landlord may move to immediately terminate this amendment to the Lease or the Lease with written notice to Tenant.
5. Tenant agrees it will continue to operate the Premises as an Eating Place and Outdoor Café (its principal permitted use) in accordance with the City's Code of Ordinances. As such, Tenant agrees it will continuously offer, from a full menu offering individual portion service, food for sale or consumption to customers during all hours of operation. Food is defined as any raw, cooked, or processed edible substance, or any ingredient used, intended for use, or sold for human consumption.

Breach of any of the above-referenced requirements shall constitute a default under the terms of the Lease.

Except as modified by this First Amendment, the language of which shall govern in the event of conflict with any prior documents, all terms and conditions of the Lease Agreement shall remain in full force and effect.

In witness whereof, the parties have signed this Amendment effective upon execution of this document.

Signed, sealed and delivered  
In our presence:

**Landlord:**  
CITY OF GAINESVILLE

*Rosemary Skell*  
Print Name: Rosemary Skell  
*Laura Lawton*  
Print Name: Laura Lawton

By: *[Signature]*

APPROVED AS TO FORM AND LEGALITY  
By: *Nicolas M. Shalley*  
Nicolas M. Shalley, Sr. Asst. City Atty.  
City of Gainesville, Florida

**Tenant:**  
LONO, INC., a Florida corporation,  
doing business as "THE LUNCHBOX  
CAFÉ"

Witnessed by:

*[Signature]*  
Print Name: [Signature]  
*Kelly H Fisher*  
Print Name: Kelly Huard Fisher

*[Signature]*  
Name: Robyn T. Mole  
Title: President

*[Signature]*  
Print Name: [Signature]  
*Kelly H Fisher*  
Print Name: Kelly Huard Fisher

**Guarantor:**  
*[Signature]*  
Name: Robyn T. Mole

*Kelly H Fisher*  
Print Name: Kelly Huard Fisher

**Guarantor:**  
*[Signature]*  
Name: Clea K. Lauriault

*[Signature]*  
Print Name: [Signature]



March 24, 2010  
*Kelly H Fisher*