

Legistar # 210207

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

Lease – Hawthorne Road Cafe

THIS LEASE AGREEMENT ("Lease") is made by and between the **Gainesville Community Redevelopment Agency**, a public body corporate and politic existing under the laws of the State of Florida, whose address is 802 NW 5th Avenue, Gainesville, Florida 32601 ("Landlord") and **Southern Charm Kitchen, Inc.**, a Florida corporation, whose address is: 2110 NW 7th Street, Gainesville, Florida 32609 ("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 at 1714 Hawthorne Road, Gainesville, Florida, commonly known as "Hawthorne Road Cafe" (the "Premises"), which includes a building of approximately 1,200 square feet (the "Building"), all as more particularly described and depicted in **Exhibit "A"** attached hereto and by this reference incorporated herein. **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 2. USE/MAINTENANCE AND REPAIR/BUILD-OUT/RULES AND REGULATIONS.

A. Use. Tenant shall use the Premises exclusively for an Eating Place and Outdoor Café together with its customary accessory uses in accordance with the City's Land Development Code. 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.

- 1) Tenant Responsibilities. Tenant shall be responsible for maintaining the heating, ventilating and 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 heating, ventilating and air conditioning unit, but not for replacement, unless caused by Tenant's failure to maintain. Routine repairs are those repairs necessary to keep the heating, ventilating and 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 its employees, agents, licensees, patrons, guests or invitees, shall be the responsibility of Landlord.

B. Build-out. The parties acknowledge that as of the Commencement Date stated in Exhibit "B" the Building is a shell building and requires interior build-out in order to obtain a certificate of occupancy and to make the Building suitable for Tenant's use.

- 1) Tenant Responsibilities: Tenant shall contract for and undertake all aspects of the build-out in compliance with Section 9 of this Lease.
- 2) Landlord Responsibilities: The parties agree that Landlord's sole obligation with respect to the build-out is to reimburse Tenant an amount not to exceed \$20,000 for actual expenses incurred by the Tenant for the build-out. Tenant shall notify Landlord when all build-out work has been completed and the Landlord will conduct an inspection for the limited purpose of verifying the work was completed in accordance with this Lease. The inspection shall not be considered a warranty or guarantee of any kind. Deficient work identified by the CRA inspector, if any, shall be remedied within ten (10) business days by the Tenant. Within 30 days of satisfactory CRA inspection and receipt from Tenant of proof of its payment to its Contractor(s) and fully executed Contractor(s) Final Payment Affidavit with statement affirming payment to all potential lienors (in accordance with Florida's Construction Lien Law), the CRA will issue payment to the Tenant. Payment will be made by electronic funds transfer.

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 consecutive years 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 end of the then current Lease term if the Tenant desires to exercise the extension. The terms of any such extension shall be negotiated by the parties. Upon vacating the Premises, Tenant must remove its furniture, movable equipment and other personal property not attached to the Premises. Anything not removed on or before the date the Tenant vacates the Premises will become the property of the Landlord. Upon vacating the Premises, 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") and property taxes, together with applicable sales tax 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, property taxes, 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 Base 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. **The Rent shall be made payable to "Gainesville Community Redevelopment Agency" and shall be delivered on or before the 1st of each month to the Gainesville Community Redevelopment Agency at 802 NW 5th Avenue, Suite 200, 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 One-Thousand Dollars (\$1000.00) 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 end of the Lease term 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. 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 such insurance as it deems necessary or desirable 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 **Manager of the Gainesville Community Redevelopment Agency** is 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 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.

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 exterior 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 or the Landlord.

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 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 Premises by, against, through, or under Tenant or its contractors or subcontractors. 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.

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 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. 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. 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 without limitation, 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 Occupational Safety and Health Administration, Environmental Protection Agency 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, property taxes and assessments, and sales tax 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 monthly payment for property taxes and assessments will be estimated by Landlord based on the prior year's tax bill or based on an estimate provided by the County Property Appraiser or County Tax Collector. Upon receipt of its property tax bill in November of each year, Landlord will send Tenant a written statement reconciling the advance

estimated payments made by Tenant for property taxes and assessments with the actual amount imposed on the Premises by the Tax Collector. In the event the actual amount exceeds the amount paid by the Tenant to that date, Tenant shall pay the Landlord the shortage amount. In the event the actual amount is less than the amount paid by the Tenant to that date, Landlord shall refund the overpayment to the Tenant. The payment to Landlord or refund to Tenant shall be made within 30 days of the date of Landlord's written statement or at such other time as is mutually agreed upon by the parties.

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 CRA Executive Director, 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 (2010)).

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 end of the Lease term or any extension thereof, 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.

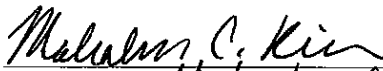
SECTION 29. SEVERABILITY. The Lease consists of this document and any Exhibits attached hereto. If any section, sentence, clause or phrase of this Lease is held to be invalid or unenforceable by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining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

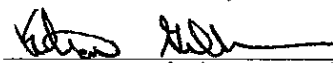
SECTION 30. PERSONAL GUARANTY. Omar Oselimo and Arpita Oselimo, shall each personally guarantee and be jointly and severally liable for performance of, payment due and all other obligations of Tenant under this Lease.

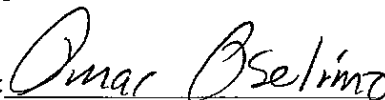
IN WITNESS WHEREOF, the parties have caused this Lease to be executed.

TENANT

Southern Charm Kitchen, Inc., a Florida corporation

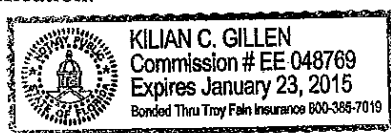

Print Name: Malcolm C. Kiner


Print Name: Kilian C. Gillen

By: 
Name: Omar Oselimo
Title: President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 28 day of June, 2011, by Omar Oselimo, as President of Southern Charm Kitchen, Inc., a Florida corporation, for and on behalf of the corporation, he is personally known to me or has produced _____ as identification.




Notary Public, State of Florida

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

Helen Harris
Print Name: Helen Harris

Fredrick J. Murry
Print Name: FREDRICK J. MURRY

STATE OF Florida
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 28th day of June, 2011,
by Russ Blackburn, as the Executive Director of the Gainesville Community Redevelopment Agency, and
who has acknowledged that he has executed the same on behalf of the Gainesville CRA, and that he was
authorized to do so. He is personally known to me.

LANDLORD:
Gainesville Community Redevelopment
Agency

By: Russ Blackburn
Name: Russ Blackburn
Title: CRA Executive Director

Kimberly A. Sweigard
Notary Public, State of Florida

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly A. Sweigard
Commission #DD817770
Expires: AUG. 26, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

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.

GUARANTOR:

Malcolm C. Kier
Print Name: Malcolm C. Kier

Omar Oselimo
Name: Omar Oselimo

Kilian Gillen
Print Name: Kilian Gillen

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 28 day of June, 2011, by Omar Oselimo, who has acknowledged that he has executed the same. She is personally known to me or has produced _____ as identification.



Kilian Gillen
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.

GUARANTOR:

Malcolm C. Kier
Print Name: Malcolm C. Kier

Arpita Oselimo
Name: Arpita Oselimo

Kilian Gillen
Print Name: Kilian Gillen

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 28 day of June, 2011, by Arpita Oselimo, who has acknowledged that she/he has executed the same. She is personally known to me or has produced _____ as identification.



Kilian Gillen
Notary Public, State of Florida

Exhibit "A"
LEGAL DESCRIPTION

Lot Five (5) and the East 27 feet of Lot Six (6), Block 36 of NEW GAINESVILLE, according to plat thereof recorded in Plat Book "A", Page 65 of the Public Records of Alachua County, Florida Less that portion conveyed by that certain Order of Taking recorded in Book 1034, Page 998; and

Lot Seven (7) and the West 23 feet of Lot (6), Block 36 of NEW GAINESVILLE, as per plat thereof recorded in Plat Book "A", Page 65 of the Public Records of Alachua County, Florida.

Exhibit "B"
RENT SCHEDULE

THIS RENT SCHEDULE is a material part of that certain Lease by and between The Gainesville Community Redevelopment Agency ("Landlord") and Southern Charm Kitchen, Inc., a Florida corporation ("Tenant") and Omar Oselimo and Arpita Oselimo (jointly, and severally, the "Guarantor") for the Premises known as "The Hawthorne Road Cafe":

A) Premises

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

B) Escrows Security Deposit (due at signing of this Lease) \$ 1000.00

C) Rent, together with Sales Tax per month charged at then current rate

	Base Rent per month	Estimated Property Tax per month (refer to Section 18 of Lease)
Months 1-6	\$675	\$100
Months 7-12	\$875	TBD
Year 2	\$1075	TBD
Year 3	\$1325	TBD
Year 4	\$1500	TBD
Year 5	\$1600	TBD

D) Initial Term

5 Years

E) Commencement/Possession Date

6-29-2011

Month 1 of the Lease shall commence on the Commencement/Possession Date.

However, payment of rent shall not begin 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: \$1,000 (Security Deposit)

Received by: Malcolm C. Kim

Date: 6-29-2011

Signature: Kara Brecken
Kara Brecken (Sep 1, 2020 15:23 EDT)

Email: breckenkc@cityofgainesville.org

Title: Land Rights Coordinator

Signature: Dan Hoffman
Dan Hoffman (Sep 1, 2020 16:49 EDT)

Email: hoffmandc@cityofgainesville.org

Title: Asst. City Manager

Signature: L. N. Feldman

Email: feldmanlr@cityofgainesville.org

Title: City Manager

Signature: Jessica Krauszer

Email: krauszerjn@cityofgainesville.org

Title: Executive Assistant, Sr.

Signature: Philip R. Mann, P.E.
Philip R. Mann, P.E. (Sep 1, 2020 15:44 EDT)

Email: mannpr@cityofgainesville.org

Title: Director of Public Works

Signature: Sean McDermott
Sean McDermott (Sep 1, 2020 16:53 EDT)

Email: mcdermottsm@cityofgainesville.org

Title: Senior Assistant City Attorney

Signature: Christy Ramos

Email: ramoscg@cityofgainesville.org

Title: Finance Director

Signature: Zanoria B. Lynch
Zanoria B. Lynch (Oct 23, 2020 15:55 EDT)

Email: lynchzb@cityofgainesville.org

Title: CM- Office Coord.

**FIRST AMENDMENT TO LEASE BETWEEN
the GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY, as Landlord
and SOUTHERN CHARM KITCHEN, INC., as Tenant**

WHEREAS, Southern Charm Kitchen, Inc. ("Tenant") entered into a Lease Agreement (the "Lease") with the Gainesville Community Redevelopment Agency ("Landlord") commencing on June 29, 2011, on certain property, commonly known as the Hawthorne Road Cafe (the "Cafe"); and

WHEREAS, the Tenant is desirous of serving beer and wine to its customers/patrons for consumption on the premises at the Cafe as an incidental use to its primary use as an Eating Place and Outdoor Café; and

WHEREAS, the Landlord is willing to permit Tenant to serve beer and wine to its customers/patrons as an incidental use under the terms and conditions set forth herein and the Lease;

NOW THEREFORE, Tenant and Landlord agree to amend that certain Lease Agreement with a commencement date of June 29, 2011 for the Premises known as Hawthorne Road Cafe located at 1714 SE Hawthorne Road, Gainesville, FL 32641, as follows:

1. The foregoing recitals are true and correct and are incorporated into and made a part of this First Amendment to Lease as if fully set forth herein.
2. Section 2. of the Lease is amended by creating and adding a new Paragraph C. to read as follows:

C. Beer and Wine. Tenant is allowed to serve beer and wine to its customers/patrons for consumption on the premises only as an incidental use to its primary uses as an Eating Place and Outdoor Café under the following additional terms and conditions:

- 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 Outdoor Café and actively monitor its customers to ensure possession and consumption is within the boundaries of the Outdoor Café and 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 First Amendment to Lease and 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.
 - 6) Breach of any of the above-referenced requirements shall constitute a default under the terms of the Lease.
3. Except as expressly modified by this First Amendment, the 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 the last execution of this First Amendment to Lease.

Signed, sealed and delivered
In our presence:

Helen Harris
Print Name: Helen Harris

Karen E. Pruss
Print Name: KAREN E. PRUSS

Landlord:
GAINESVILLE COMMUNITY
REDEVELOPMENT AGENCY

By: [Signature]
Dated this 10th day of December, 2012

APPROVED AS TO FORM AND LEGALITY
BY: [Signature]
MARION J. RADSON

DEC 10 2012

Tenant:
SOUTHERN CHARM KITCHEN,
INC., a Florida corporation, doing
business as "SOUTHERN CHARM
KITCHEN"

Malcolm C. Krier
Print Name: Malcolm C. Krier


[Signature]
Print Name: AUTUMN C. SANTOS

[Signature]
Name: Omar Oselimo
Title: President

Dated this 5 day of December, 2012


Print Name: Malcolm C. Knier

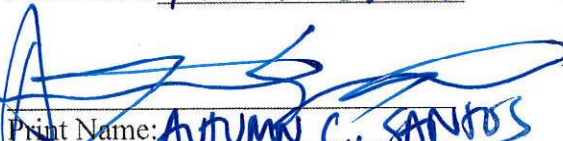
Guarantor: 
Name: Omar Oselimo


Print Name: AUTUMN C. SANTOS

Dated this 5 day of December, 2012


Print Name: Malcolm C. Knier

Guarantor: 
Name: Arpita Oselimo


Print Name: AUTUMN C. SANTOS

Dated this 5 day of December, 2012

**SECOND AMENDMENT TO LEASE BETWEEN
the GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY, as Landlord
and SOUTHERN CHARM KITCHEN, INC., as Tenant**

THIS **SECOND AMENDMENT OF LEASE AGREEMENT** ("Amendment") is made by and between the **Gainesville Community Redevelopment Agency**, a public body corporate and politic existing under the laws of the State of Florida, whose address is 802 NW 5th Avenue, Gainesville, Florida 32601 ("Landlord") and **Southern Charm Kitchen, Inc.**, a Florida corporation, whose address is: 1714 SE Hawthorne Road, Gainesville, FL 32641. ("Tenant") (hereafter collectively "Parties").

WHEREAS, the Parties entered into a Lease Agreement ("Original Agreement") commencing on June 29, 2011, on certain property previously known as the Hawthorne Road Café and currently known as Southern Charm Kitchen (the "Café"); and

WHEREAS, the Parties entered into a First Amendment to Lease Agreement ("Amendment") on December 10, 2012, permitting the sale of beer and wine for on-premises consumption; and

WHEREAS, pursuant to the Original Agreement, following the initial term, Tenant may extend the Original Lease for up to five additional consecutive years at the Tenant's option; and

WHEREAS, the Parties agree that Tenant is not in default of the Lease Agreement and Tenant has timely notified Landlord that Tenant desires to renew its Lease for five years, with the ability to terminate the agreement upon 60 days' notice.

NOW THEREFORE, Tenant and Landlord agree to amend that certain Lease Agreement with a commencement date of June 29, 2011 for the Premises previously known as Hawthorne Road Cafe and now known as Southern Charm Kitchen: located at 1714 SE Hawthorne Road, Gainesville, FL 32641, as follows:

1. The foregoing recitals are true and correct and are incorporated into and made a part of this First Amendment to Lease as if fully set forth herein.
2. Section 3. of the Lease is amended to read as follows:

SECTION 3. TERM OF LEASE AND SURRENDER OF PREMISES. Commencing on June 30, 2016, Tenant shall lease the Premises for an additional period of five (5) years ("Extension Lease Term"), unless earlier terminated as provided in this Lease. During the Extension Lease Term, the Tenant may terminate the Lease upon sixty days written notice to Landlord of Tenant's termination of the Lease. Upon vacating the Premises, Tenant must remove its furniture, movable equipment and other personal property not attached to the Premises. Anything not removed on or before the date the Tenant vacates the Premises will become the property of the Landlord. Upon vacating the Premises, 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.

3. Except as expressly modified by this Second Amendment, the terms and conditions of the Lease Agreement and First Amendment shall remain in full force and effect.

In witness whereof, the parties have signed this Amendment **effective** upon the last execution of this Second Amendment to Lease.

Signed, sealed and delivered
In our presence:

Landlord:
GAINESVILLE COMMUNITY
REDEVELOPMENT AGENCY

Helen Harris
Print Name: Helen Harris

By: [Signature]

Karen E. Pruss
Print Name: KAREN E PRUSS

Dated this 28 day of June, 2012

APPROVED AS TO FORM AND LEGALITY

BY: Lisa C. Bennett
Lisa C. Bennett, Asst. City Attorney II

Tenant:
SOUTHERN CHARM KITCHEN,
INC., a Florida corporation, doing
business as "SOUTHERN CHARM
KITCHEN"

[Signature] 6/28/16
Print Name: Nigel Hamm

[Signature]
Name: Omar Oselimo
Title: President

Tricia Lopez
Print Name: Tricia Lopez

Dated this 28 day of June, 2012
2016

Guarantor:

[Signature] 6/28/16
Print Name: Nigel Hamm

[Signature]
Name: Omar Oselimo

Dated this 28 day of June, 2012
2016

Tricia Lopez
Print Name: Tricia Lopez

Guarantor:
[Signature]
Name: Arpita Oselimo

Dated this 28 day of June, 2012
2016

[Signature] 6/28/16
Print Name: Nigel Hamm

Tricia Lopez 6/28/16
Print Name: Tricia Lopez

THIRD AMENDMENT TO LEASE AGREEMENT

THIS **THIRD AMENDMENT** ("Third Amendment") is made by and between the **CITY OF GAINESVILLE'S DEPARTMENT OF COMMUNITY REINVESTMENT AREA (prior to October 1, 2019 this Department was the Gainesville Community Redevelopment Area)**, whose mailing address is P.O. Box 490, Station 48, Gainesville, Florida 32602-0490 ("CRA"), and **SOUTHERN CHARM KITCHEN**, a Florida corporation, whose mailing address is 2110 NW 7th Street, Gainesville, FL 32609 ("Tenant"). Hereafter collectively "Parties".

WHEREAS, the Parties entered into a Lease Agreement ("Lease"), commencing on June 29, 2011, for certain property located at 1714 Hawthorne Road and previously known as the Hawthorne Road Café and currently known as Southern Charm Kitchen ("Premises"); and

WHEREAS, the Parties entered into a First Amendment to the Lease on December 10, 2012; and

WHEREAS, the Parties entered into a Second Amendment to the Lease and extended the term of the Lease from June 30, 2016, through June 30, 2021; and

WHEREAS, CRA desires the Tenant's operation of the Premises as an Eating Place and Outdoor Café as required by Section 2.A. of the Lease; and

WHEREAS, since on or about October 25, 2018, Tenant has closed operation of the Premises as a public Eating Place and Outdoor Café; and

WHEREAS, Tenant has communicated to CRA a plan to immediately remove any paper covering the windows at the Premises and to by June of 2020 reopen the Premises as a public Eating Place and Outdoor Café; and

WHEREAS, Tenant communicated these intentions to the CRA Board on April 14, 2019, and to the Eastside Redevelopment Advisory Board on July 9, 2019; and

WHEREAS, Tenant has past-due rent owed to the CRA under the terms of the Lease, and accordingly the Parties have agreed to the payment plan as described in **Exhibit A** attached to this Third Amendment; and

WHEREAS, the Parties wish to amend the Lease as set forth below.

NOW, THEREFORE, the Parties agree to amend the Lease as follows:

1. The foregoing recitals are true and correct and are incorporated into and made a part of this First Amendment as if fully set forth herein.
2. Section 2 of the Lease is amended by creating a new paragraph E. to read as follows:

This Form Document No. CRA08-02 is a legal instrument approved by the CRA Attorney for amendments to existing agreements. Any deviation in language or intended use must be authorized by the CRA Attorney.

The foregoing instrument was acknowledged before me this 20 day of February 2020, by Omar Oselimo, who is personally known to me or has produced Florida Drivers License as identification, and who duly sworn has acknowledged that pursuant to authority from said corporation, they executed the foregoing instrument for and on behalf of said corporation.

Monica Deel

Print Name: Monica L Deel
State of Florida Florida
My Commission Expires: May 24, 2022



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

Signed, sealed & delivered
In the Presence of:

GUARANTOR

James - TavaKouli

Witness

Print Name James - TavaKouli

[Signature]

Omar Oselimo

Kimmy Lough

Witness

Print Name Kimmy Lough

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 20 day of February 2020, by Omar Oselimo, who has acknowledged that he/she has executed the same. He/she is personally known to me or has produced Florida Drivers License as identification.

Monica Deel

Exhibit "A"
Payment Plan

THIS PAYMENT PLAN is a material part of that certain Lease by and between THE CITY OF GAINESVILLE ("Landlord") and Omar Oselimo President of SOUTHERN CHARM KITCHEN ("Tenant"), a Florida corporation, whose mailing address is 2110 NW 7th Street, Gainesville, FL 32609

Whereas Tenant had fallen behind in rent payments. Tenant agrees to make additional payments at a minimum of \$1,000 per month on top of each month's expected rent payment, until such time as the past due balances are completely paid off. As of December 9th, 2019 a past due balance of \$1,551.20 is due. Once the past due balance has been paid off normal monthly rental payments per the contract are due per the below.

Base Rent and Sales Tax Per Initial Lease Agreement Exhibit "B" and Amendment #2
extending lease term through June 30, 2021

A) Rent for 2020

Base Rent	\$1,600/month
Florida Sales Tax @ 6.5%	\$ 104/month
Property Tax	<u>\$ 460/month</u>
TOTAL	\$2,164/month

A) Rent for 2021

Base Rent	\$1,600/month
Florida Sales Tax @ TBD	~\$104/month
Property Tax	<u>~\$460/month</u>
Approximately	\$2,164/month


D) Initial Term -5 years (2011-2016) per Amendment #2
-Option for Additional 5 Years (June 2016-June 2021)


E) Commencement Date _____

F) Termination Date June 2021

Lee Feldman: _____
Initials

Page 1 of 1

Omar Oselimo: 
Initials

Sarah Vidal-Finn: 
Initials

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS **FOURTH AMENDMENT** ("Fourth Amendment") is made by and between the **CITY OF GAINESVILLE**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is P.O. Box 490, Station 48, Gainesville, Florida 32602-0490 ("City"), and **SOUTHERN CHARM KITCHEN**, a Florida corporation, whose mailing address is 2110 NW 7th Street, Gainesville, FL 32609 ("Tenant"). Hereafter collectively "Parties".

WHEREAS, on June 28, 2011, the Parties entered into a Lease Agreement ("Lease"), commencing on June 29, 2011, for certain property located at 1714 Hawthorne Road and previously known as the Hawthorne Road Café and currently known as Southern Charm Kitchen ("Premises"); and

WHEREAS, on December 10, 2012, the Parties entered into a First Amendment to the Lease; and

WHEREAS, on June 28, 2016, the Parties entered into a Second Amendment to the Lease and extended the term of the Lease from June 30, 2016, through June 30, 2021; and

WHEREAS, in September 2019, the Parties entered into a Third Amendment to the Lease to establish that the Premises would be reopened for public business as an Eating Place and Outdoor Café by June 30, 2020, and to establish a past-due rent payment plan; and

WHEREAS, the ongoing COVID-19 pandemic has affected the ability to safely reopen for public business; and

WHEREAS, the Parties wish to amend the Lease as set forth below.

NOW, THEREFORE, the Parties agree to amend the Lease as follows:

1. The foregoing recitals are true and correct and are incorporated into and made a part of this Fourth Amendment as if fully set forth herein.
2. Section 2 of the Lease is amended by amending paragraph E. to read as follows:

E. Amendment Provisions. Tenant agrees to remove any paper from the windows of the Premises and to add window treatments as approved by the City within 15 calendar days of the effective date of the Third Amendment to the Lease. Tenant agrees to reopen the Premises for public business as an Eating Place and Outdoor Café by December 31, 2020, unless the Parties agree in writing to a later date for public safety reasons as a result of the COVID-19 pandemic. Tenant has past-due rent owed to the City under the terms of the Lease, and accordingly Tenant shall make payments per the payment plan attached as **Exhibit A** to the Third Amendment and fully incorporated herein. Tenant shall be deemed in default under the Lease if Tenant fails to comply with

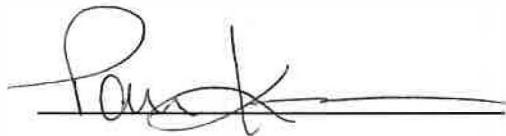
any of the terms of this paragraph E. Upon a Tenant default, the City as Landlord of the Premises shall be entitled to immediately terminate the Lease and otherwise shall be entitled to all remedies as provided in Section 10B. of the Lease.

3. This Fourth Amendment, when executed, together with the Lease and its existing amendments, constitutes the entire agreement between the parties. Except as modified by this Fourth Amendment (the language of which shall govern in the event of conflict with any prior document), all terms and conditions of the Lease and its existing amendments remain in full force and effect.
4. This Fourth Amendment is made effective as of the last execution date of this Fourth Amendment.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment effective upon the last execution of this Fourth Amendment.

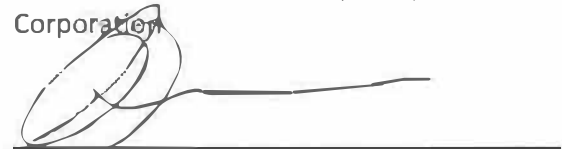
Signed, sealed & delivered
In the Presence of:

TENANT
Southern Charm Kitchen, Inc., a Florida
Corporation

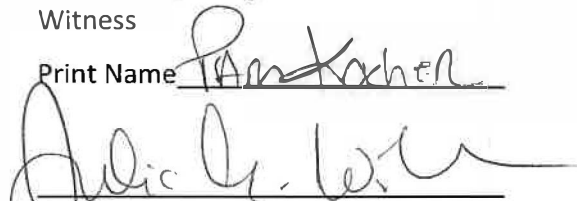


Witness

Print Name Pantcher



Omar Oselimo, President



Witness

Print Name Julia H. William

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or
— online notarization, this 1st day of September, 2020, by
Omar Oselimo, who is personally known to me
or has produced _____ as identification, and who duly
sworn has acknowledged that pursuant to authority from said corporation, they executed the
foregoing instrument for and on behalf of said corporation.

Julia M. Williams
Print Name: _____
State of Florida

My Commission Expires: _____



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

Signed, sealed & delivered
In the Presence of:

GUARANTOR

[Signature]
Witness

[Signature]
Omar Oselimo

Print Name Pamela K. [unclear]

Julia M. Williams
Witness

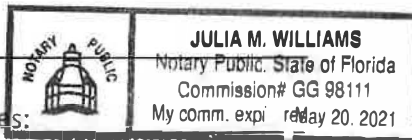
Print Name Julia M. Williams

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or _____ online notarization, this 1st day of September, 2020, by _____, who has acknowledged that he/she has executed the same. (He/she is personally known to me or has produced as identification.)

[Signature]
Print Name: _____
State of Florida

My Commission Expires: _____



Signed, sealed & delivered
In the Presence of:

CITY

Cintya Ramos

Lee Feldman

Witness

Lee Feldman, City Manager

Print Name Cintya Ramos

Jessica Krauszer

Witness

Approved as to Form and Legality

Print Name Jessica Krauszer

Sean McDermott

Sean McDermott (Sep 1, 2020 16:53 EDT)

Senior Asst City Attorney

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 23rd day of October, 2020, by Lee R. Feldman, of the City of Gainesville, Florida, a municipal corporation, who is ☒ personally known to me or has produced FI DL as identification, and who duly sworn has acknowledged that pursuant to authority from said corporation, they executed the foregoing instrument for and on behalf of said corporation.

Zanorfa B. Lynch

Zanorfa B. Lynch (Oct 23, 2020 15:55 EDT)

Print Name: Zanorfa B. Lynch

State of Florida

My Commission Expires: Oct 23, 2020

GG 968187 Expires 06/06/2024

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS **FIFTH AMENDMENT** ("Fifth Amendment") is made by and between the **CITY OF GAINESVILLE**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is P.O. Box 490, Station 48, Gainesville, Florida 32602-0490 ("City"), and **SOUTHERN CHARM KITCHEN**, a Florida corporation, whose mailing address is 2110 NW 7th Street, Gainesville, FL 32609 ("Tenant"). Hereafter collectively "Parties".

WHEREAS, on June 28, 2011, the Parties entered into a Lease Agreement ("Lease"), commencing on June 29, 2011, for certain property located at 1714 Hawthorne Road and previously known as the Hawthorne Road Cafe and currently known as Southern Charm Kitchen ("Premises"); and

WHEREAS, on December 10, 2012, the Parties entered into a First Amendment to the Lease; and

WHEREAS, on June 28, 2016, the Parties entered into a Second Amendment to the Lease and extended the term of the Lease from June 30, 2016, through June 30, 2021; and

WHEREAS, in September 2019, the Parties entered into a Third Amendment to the Lease to establish that the Premises would be reopened for public business as an Eating Place and Outdoor Cafe by June 30, 2020, and to establish a past-due rent payment plan; and

WHEREAS, in September 2020, the Parties entered into a Fourth Amendment to the Lease to establish that the Premises would be reopened for public business as an Eating Place and Outdoor Cafe by December 31, 2020, and to establish a past-due rent payment plan.

WHEREAS, the Parties wish to amend the Lease as set forth below.

NOW, THEREFORE, the Parties agree to amend the Lease as follows:

1. The foregoing recitals are true and correct and are incorporated into and made a part of this Fifth Amendment as if fully set forth herein.
2. Section 3 of the Lease, as amended by the Second Amendment, is amended to read as follows:

SECTION 3. TERM OF LEASE AND SURRENDER OF PREMISES. Commencing on ~~June 30, 2016; June 30, 2021~~, Tenant shall lease the Premises for an additional period of ~~five (5) years~~ one (1) year ("Extension Lease Term"), unless earlier terminated as provided in this Lease. During the Extension Lease Term, the Tenant may terminate the Lease upon sixty days written notice to Landlord of Tenant's termination of the Lease. Upon vacating the Premises, Tenant must remove its furniture, movable equipment and other personal property not attached to the Premises. Anything not removed on or before the date the Tenant vacates the Premises will become the property, of the Landlord. Upon vacating the Premises, 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.

3. This Fifth Amendment, when executed, together with the Lease and its existing amendments, constitutes the entire agreement between the parties. Except as modified by this Fifth Amendment (the language of which shall govern in the event of conflict with any prior document), all terms and conditions of the Lease and its existing amendments remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment effective upon the last execution date of this Fifth Amendment.

Signed, sealed & delivered

TENANT

Southern Charm Kitchen, Inc., a Florida Corporation



Omar Oselimo, President

STATE OF FLORIDA
COUNTY OF ALACHUA

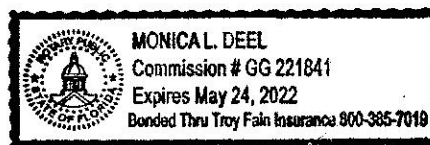
The foregoing instrument was acknowledged before me, by means of ✓ physical or online notarization, this 30 day of June 2021, by Omar Oselimo, who is personally known to me or has produced ID as identification, and who duly sworn has acknowledged that pursuant to authority from said corporation, they executed the foregoing instrument for and on behalf of said corporation.



Print Name Monica L. Deel

State of Florida

My commission Expires: May 24, 2022



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

Signed, sealed & delivered

GUARANTOR



Omar Oselimo

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me, by means of ☒ physical or ☐ online notarization, this 30 day of June 2021, by Sarah Vidal, by Monica L Deel, who has acknowledged that he/she has executed the same. He/She is personally known to me or has produced personally as identification.

Monica L Deel

Print Name Monica L Deel
State of Florida
My commission Expires: May 24, 2022



Signed, sealed & delivered

CITY

Sarah Vidal

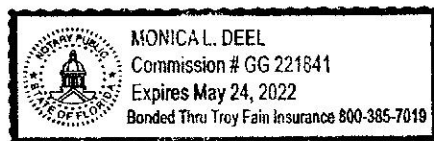
Sarah Vidal, GCRA Director

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me, by means of ☒ physical or ☐ online notarization, this 30 day of June 2021, by Sarah Vidal, who is personally known to me or has produced _____ as identification, and who duly sworn has acknowledged that pursuant to authority from said corporation, they executed the foregoing instrument for and on behalf of said corporation.

Monica L Deel

Print Name Monica L Deel
State of Florida
My commission Expires: May 24, 2022



**OPTION AGREEMENT
FOR
THE PURCHASE AND SALE OF LAND**

This Option Agreement (the "Agreement") is entered into by and between the **Gainesville Community Redevelopment Agency**, a public body corporate and politic, created pursuant to Part III of Chapter 163, Florida Statutes, (the "Seller") and **Southern Charm Kitchen, Inc.**, a Florida corporation, (the "Buyer").

1. **Consideration:** The consideration for this Agreement is \$10.00 and other good and valuable consideration, paid by the Buyer to the Seller upon full execution of this Agreement.

2. **Option to Purchase:** The Seller hereby grants to the Buyer the right as set forth herein to purchase certain real property located at 1714 SE Hawthorne Road, Gainesville, Florida, (the "Property"), as more particularly described and depicted in **Exhibit "A"** attached hereto and by this reference incorporated herein. **After the Buyer has completed the initial five-year term of the Lease of even date herewith by and between the Buyer and the Seller and the parties have executed an extension of the Lease in accordance with Section 3 of the Lease**, the Buyer, provided it is not then in default under the Lease, may elect to exercise its option to purchase the Property (the "Option"), by doing the following:

- a. Buyer, at its expense, shall have the Property appraised. The Buyer shall provide the Seller with a copy of the appraisal report to establish the proposed purchase price for the Property. If the Seller does not agree with the proposed purchase price, then the Seller, at its expense, may have the Property appraised and the average of the two appraised values shall be deemed the purchase price. By way of example, if the Buyer's appraised value is \$100,000 and the Seller's appraised value is \$150,000, then the purchase price is deemed to be \$125,000. Each appraisal shall be prepared by an appraiser holding a current license as a Certified General Appraiser through the Florida Department of Business and Professional Regulation and holding a current MAI designation through the Appraisal Institute. Each appraisal shall be prepared in accordance with the Uniform Standards of Professional Appraisal Practice and shall utilize the appropriate approach(es) to valuation for a commercial property.
- b. After establishing the Purchase Price pursuant to subsection a above, if the Buyer desires to purchase the Property, the Buyer shall provide written notice of its intent to purchase to the Seller. Upon which Seller shall prepare its standard form of Purchase and Sale Agreement for an "As-Is, Where-Is" sale with Buyer to pay all closing costs, and provide two copies of same to Buyer. The option shall be effectively exercised upon the Buyer's execution of the Purchase and Sale Agreement, in the form and substance provided by Seller, and delivery of same to the Seller. Delivery shall be made in accordance with Paragraph 10.

3. **Right of First Refusal:** In the event Buyer has not yet exercised its Option and Seller receives a bona-fide arms-length offer to purchase the Property, from a third-party, that is acceptable to the Seller, the Seller shall provide the Buyer with a copy of the written offer of purchase containing all operative terms and conditions of the purchase and closing (the "Written Offer.") The Buyer shall have 30 calendar days from Buyer's receipt of the Written Offer to notify Seller of its intent to purchase the Property on the same terms and conditions as the Written Offer. In the event Buyer does not so notify Seller, Seller may close on the sale with the third party in accordance with the Written Offer and upon closing, this Agreement shall be deemed terminated without need of any further action by the parties. In the event the closing with the third party does not occur or the terms of Written Offer are modified prior to closing, this

Agreement shall remain in full force and effect and Seller may not sell to any third party without first offering the Property to the Buyer on the revised terms and conditions or upon receipt of subsequent Written Offers.

4. **Term of the Agreement:** The "Effective Date" of this Agreement shall be the date the last of the Buyer and Seller have signed this Agreement. **This Agreement shall expire upon the first to occur of: (a) the termination/expiration of the Lease for the Property between the Buyer and Seller, or (b) upon Buyer's failure to exercise its right of first refusal and sale of the Property by Seller to a third party pursuant to Section 3.** Time is considered to be of the essence by both parties.

5. **Assignment of the Agreement:** This Agreement shall not be assigned by the Buyer without the prior express written consent of the Seller, which consent may be granted or withheld in the sole discretion of the Seller. Assignment of this Agreement shall not operate as a release of the Buyer.

6. **Authority:** Except as disclosed herein, Seller warrants and covenants that Seller has title to the exclusion of all other persons or entities to the fee simple interest in the Property, and as such Seller has full authority to enter into this Agreement.

7. **Default:** Failure to perform any responsibility under this Agreement shall place the non-performing party in default. Upon written notice by the non-defaulting party, the party in default shall have ten days to correct the default. If the default is not corrected, this Agreement may be terminated at the option of the non-defaulting party or the non-defaulting party may pursue all remedies available at law or in equity.

8. **Applicable Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to this Agreement must be brought and heard in Alachua County, Florida.

9. **Amendment:** This Agreement may not be amended, unless evidenced in a writing executed by all parties.

10. **Notice:** Any and all notice(s) or demand(s) by either party shall be made in writing and served by personal delivery or by US Mail certified return receipt requested. If served by certified mail, service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States Mail, postage prepaid, addressed to the party to whom such notice or demand is to be given, as hereinafter provided:

AS TO BUYER: Southern Charm Kitchen, Inc.
c/o Arpita Oselimo
2110 NW 7th Street
Gainesville, Florida 32609

AS TO SELLER: Attention: Executive Director
Gainesville CRA
P.O. Box 490, Station 6
Gainesville, FL 32602

COPY TO: Attention: CRA Attorney
City of Gainesville
P.O. Box 490, Station 46
Gainesville, FL 32602

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

Buyer: Southern Charm Kitchen, Inc., a Florida corporation

Malcolm C. Kier
Print Name: Malcolm C. Kier

Kilian Gillen
Print Name: Kilian Gillen

STATE OF FLORIDA
COUNTY OF ALACHUA

By: Omar Oselimo
Name: Omar Oselimo
Title: President

The foregoing instrument was acknowledged before me this 28 day of JUNE, 2011, by Omar Oselimo, as President of Southern Charm Kitchen, Inc., a Florida corporation, for and on behalf of the corporation, he is personally known to me or has produced _____ as identification.



Kilian Gillen
Notary Public, State of Florida

Seller: Gainesville Community
Redevelopment Agency

Helen Harris
Print Name: Helen Harris

Fredrick T. Murry
Print Name: FREDRICK T. MURRY

STATE OF Florida
COUNTY OF Alachua

By: Russ Blackburn
Name: Russ Blackburn
Title: CRA Executive Director

The foregoing instrument was acknowledged before me this 28th day of June, 2011, by Russ Blackburn, as the Executive Director of the Gainesville Community Redevelopment Agency, and who has acknowledged that he has executed the same on behalf of the Gainesville CRA, and that he was authorized to do so. He is personally known to me.

Kimberly A. Sweigard
Notary Public, State of Florida

Exhibit "A"
LEGAL DESCRIPTION

Lot Five (5) and the East 27 feet of Lot Six (6), Block 36 of NEW GAINESVILLE, according to plat thereof recorded in Plat Book "A", Page 65 of the Public Records of Alachua County, Florida Less that portion conveyed by that certain Order of Taking recorded in Book 1034, Page 998; and

Lot Seven (7) and the West 23 feet of Lot (6), Block 36 of NEW GAINESVILLE, as per plat thereof recorded in Plat Book "A", Page 65 of the Public Records of Alachua County, Florida.