

**LEASE AGREEMENT
CENTROPLEX I PARKING GARAGE
AND
ADJACENT RETAIL SPACES**

THIS LEASE AGREEMENT (Lease) is made and entered into this ____ day of July, 2019 (“Effective Date”), by and between the **CITY OF ORLANDO**, a municipal corporation organized and existing under the laws of the State of Florida (“City”), and the **UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES** (UCF).

RECITALS

- A. The City and UCF entered into a Memorandum of Understanding UCF Downtown Orlando Campus approved by City Council on February 8, 2016 (the “MOU”) generally outlining the terms and conditions for the development of the UCF Downtown Orlando Campus; and
- B. The MOU, among other things, provides that the City will lease its 603 space Centroplex I Parking Garage to UCF to provide additional parking for students, faculty and staff of the Downtown UCF Campus; and
- C. The MOU also provides that the City will lease the two (2) retail spaces located adjacent to the Centroplex I Parking Garage to UCF for its renovation and use; and
- D. The City currently leases the two (2) retail spaces to UCF on a short-term basis pursuant to the Lease Agreement dated August 20, 2018, which lease will expire on June 30, 2019.
- E. City is the owner of the Centroplex I Parking Garage and retail spaces, and desires to lease them to UCF pursuant to the terms and conditions set forth herein.

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

ARTICLE 1. GRANT AND TERM

1.1 Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated into and made a part of the Lease, the same as if fully set forth herein.

1.2 Leased Premises. City does hereby lease, let and demise unto UCF and UCF does hereby lease from City the following:

Centroplex I Parking Garage located at 400 West Amelia Street, Orlando, FL 32801, with parcel i.d. no. 26-22-29-1024-00-010, consisting of 603 parking spaces (the “Garage”); and

Retail 1 – approximately 3,700 square feet of retail space located at 398 West Amelia Street, Orlando, FL 32801, with parcel i.d. no. 26-22-29-1024-10-011; and

Retail 2 - approximately 7,000 square feet of retail space located at 380 West Amelia Street, Orlando, FL 32801, with parcel i.d. no. 26-22-29-1024-10-012

Retail 1 and Retail 2 are hereinafter referred to as the “Retail Spaces”, and the Garage and Retail Spaces are hereinafter collectively referred to as the “Leased Premises”. The Leased Premises are more particularly shown in Exhibit A, attached hereto, and incorporated herein, by reference.

1.3 Term of Lease. The parties agree that this Lease shall be for a term of approximately five (5) years commencing on July __, 2019 (Lease Commencement Date), and ending on June 30, 2024 (Expiration Date). The period from the Lease Commencement Date until the Expiration Date is hereinafter referred to as the “Term.”

1.4 Option to Renew. UCF shall have the option to renew the Term of this Lease for three (3) additional one (1) year terms upon prior, written notice to the City at least sixty (60) days prior to the expiration of the then current Term.

1.5. Quiet Enjoyment. City covenants that UCF is entitled to the quiet, peaceful enjoyment and use of the Leased Premises during the Term and any renewal term of this Lease, so long as UCF shall faithfully keep and perform all covenants, promises and agreements of this Lease.

1.6 City’s Access to Leased Premises. Notwithstanding the foregoing, City and City’s agents shall have the right to enter the Leased Premises at reasonable times for the purpose of inspecting the same, performing any services required of City, showing the same to prospective purchasers, lenders, or tenants, taking such safety measures, making such alterations, repairs, improvements or additions to the Leased Premises or to the other improvements in which the Leased Premises are housed, as City may reasonably deem necessary or desirable and for installing, using and maintaining utilities, services, pipes and conduits through the Leased Premises, so long as there is no material adverse affect to UCF’s use of the Leased Premises. City, at any time, on or about the Leased Premises or the Garage may place any ordinary "For Sale" signs and City may at any time during the last 120 days of the Term hereof place on or about the Leased Premises any ordinary "For Lease" signs.

ARTICLE 2. RENT, TAXES, UTILITIES & SECURITY DEPOSIT

2.1 Rent. In consideration of the lease of the Leased Premises, beginning on August 1, 2019 (“Rent Commencement Date”), and continuing on the first day of each month thereafter throughout the Term of this Lease, UCF shall pay to the City, without prior demand and without any deduction or set-off, annual and monthly rate for the Garage and monthly rent for the Retail Spaces as set forth in Sections 2.2, 2.3 and 2.4 below. The Annual Rent, Monthly Rent and Retail Rent are hereinafter collectively referred to as “Rent”.

2.2 Annual Rent. UCF shall pay rent of One Dollar (\$1.00) per space, per year for 300 spaces in the Garage for a total of Three Hundred Dollars (\$300.00) per year, plus applicable sales tax, payable on the Rent Commencement Date, and each anniversary thereof for the Term of this Lease (“Annual Rent”).

2.3 Monthly Rent. UCF shall pay rent of Fifty-Two and 50/100 Dollars (\$52.50) per space, per month for 303 spaces in the Garage for a total \$15,907.50 per month, plus applicable sales tax, payable on the first day of each month beginning on the Rent Commencement Date (“Monthly Rent”).

2.4 Retail Rent. UCF shall pay rent for the Retail Spaces of Five Thousand Dollars (\$5,000.00) per month, plus applicable sales tax, payable on the first day of each month beginning on the Rent Commencement Date (“Retail Rent”). Notwithstanding subsection 2.1 above, in consideration for UCF’s improvements to the Retail Spaces, UCF shall receive a rent abatement of the Retail Rent for the first six months of the Term so that the Retail Rent shall be payable on the first day of each month beginning on February 1, 2020.

2.5 Leasehold Tax. Unless otherwise exempt, UCF shall pay any applicable leasehold tax assessed against the Leased Premises by the Orange County Property Appraiser for the term of the Lease. The leasehold tax is an ad valorem tax assessed by the Orange County Property Appraiser.

2.6 Florida State Sales Tax. UCF, unless otherwise exempt, shall be responsible for the payment of all applicable sales and use taxes (or any excise taxes imposed in lieu thereof) which may now or hereafter be levied by the State of Florida or any other governmental unit on all payments due under this Lease that may be classified as rent by such taxing authorities. UCF shall pay such taxes to City at the same time that rent payments or other payments classified as rent are made by UCF to City. The current State of Florida Sales Tax in Orange County, Florida is 6.5%.

2.7 Returned Check Fee. If any check for rent or other sums due hereunder received by City is returned by a financial institution for insufficient funds, in addition to any other right or remedy available to City as a result of such default, UCF shall pay City a returned check fee in the maximum amount allowed by Florida law to reimburse City for the costs and expenses associated with such returned check. The current amount allowed is Forty Dollars (\$40.00).

2.8 Late Payments. All Monthly Rental payments shall become due and payable without notice or demand on the due date, but UCF shall not be deemed to be in default under this Lease unless a payment remains unpaid for more than ten (10) days after its due date. Any Monthly Rent payment made more than five (5) days after the due date (due date shall be as of 5:00 p.m. of the first day of the month regardless of holidays or weekends) shall be accompanied by a late charge of twenty-five dollars (\$25.00) on the sixth (6th) day after the due date, plus an additional five (\$5.00) dollars per day for each day thereafter until payment is received. Any late charges becoming due under this paragraph if not paid with the late rent payment shall be added to and become due with the next Monthly Rent payment.

2.9 Method of Payment. All rental payments shall be paid in check, cash, cashier’s check, or money order to City of Orlando and mailed or hand-delivered to the Real Estate Manager, City of Orlando, 7th Floor, City Hall, 400 South Orange Avenue, Orlando, Florida 32801. In the event two (2) payments received by City are returned by the bank for insufficient funds within a twelve (12) month period, all future payments must be paid in cash, cashier’s check or money order.

2.10 Additional Rent. Unless otherwise expressly provided, all monetary obligations of UCF to City under this Lease, of any type or nature, other than Rent, shall be generally known as “Additional Rent.” Except as otherwise provided, all Additional Rent payments are due and payable ten (10) days after delivery of an invoice and shall be collectible and otherwise enforceable on the same terms and conditions as Rent.

2.11 Utilities. UCF shall arrange and be liable for and shall pay directly all charges, rents and fees (together with any applicable taxes or assessments thereon) when due for water, gas, electricity, air conditioning, heat, sewer, telephone, satellite and cable television and any other utility charges or similar items in connection with the use or occupancy of the Leased Premises during the Term (collectively, the “Utility Charges”). UCF shall be responsible for 100% of the Utility Charges for the Leased Premises. City shall not be responsible or liable in any way whatsoever for the impairment, interruption, stoppage, or other interference with any utility services to the Leased Premises. In any event, no interruption, termination or cessation of utility services to the Leased Premises shall relieve UCF of its duties and obligations pursuant to this Lease, including, without limitation, its obligation to pay Monthly Rent as and when the same shall be due hereunder.

2.12 Security Deposit. No security deposit is due under this Lease.

ARTICLE 3. USE OF LEASED PREMISES BY UCF

3.1 General. During the term of this Lease, subject to the restrictions contained in this Lease, UCF shall have the right to use the Leased Premises for the uses and purposes described herein. No other uses are permitted without the prior, written consent of City, which may be provided by the joint approval of the City’s Real Estate Manager and Chief Administrative Officer. UCF shall continuously use and occupy the Leased Premises only for the uses permitted by subsections 3.2 and 3.3 below (Permitted Use), in keeping with first-class standards of quality, respect, decorum, integrity, finesse, and stability. UCF shall not use, permit or suffer the use of the Leased Premises for any other purpose.

3.2 Garage. UCF shall use the Garage to provide vehicle parking for students, faculty and staff attending the Downtown UCF Campus. Upon prior written notice to the City, UCF, at its sole cost and expense, may install Information Technology (IT) infrastructure and blue light phones or other security features such as cameras to the Garage.

3.3 Retail Spaces. UCF shall use Retail I as an office for the UCF campus police and Retail 2 as a studio for Flying Horse Editions, a non-profit, print press and fine art research facility. Any monies derived by UCF as a result of its subleasing the Retail Spaces shall be retained by UCF.

3.4 Conduct of Business. Beginning on the Lease Commencement Date and continuing throughout the Lease Term, UCF shall actively and continuously conduct the Permitted Uses upon the Leased Premises. UCF shall conduct its business in strict conformance with any rules and regulations promulgated by City from time to time (“Rules and Regulations”), provided that UCF shall have the opportunity review such Rules and Regulations prior to the enactment of same.

3.5 Quality of Products and Service. All goods and services sold or offered for sale at the Retail Spaces shall conform in all respects to all applicable federal, state, and county health statutes, codes, ordinances and regulations. All products offered for sale at the Leased Premises shall be stored and handled with due regard for sanitation.

3.6 Personnel. UCF will maintain high standards of quality in its hiring and training practices. UCF's employees shall maintain a high standard of grooming, uniform, and conduct.

3.7 General Use Requirements

A. UCF shall procure and maintain all permits, licenses and approvals, and pay all taxes, fees and other charges required for the transaction of its business on the Leased Premises, and otherwise use the Leased Premises in compliance with all applicable laws, rules and regulations of federal, state, county, municipal and all other regulatory authorities.

B. UCF shall not commit or suffer any waste and will not make any use of the Leased Premises which would constitute a nuisance or which would violate any municipal, county, state or federal statute, ordinance, rule or regulation.

C. UCF shall not use the Leased Premises for any purpose that will invalidate any policy of insurance, or increase any premium to be paid, now or hereafter written on any improvements located on the Leased Premises, Common Areas or any other part of the Garage.

D. UCF shall keep the Leased Premises and the sidewalks, service ways and loading areas adjacent to the Leased Premises neat, clean and free from rubbish, insects and pests at all times, and shall remove all trash and garbage from the Leased Premises and properly place it in the receptacle provided by City. UCF shall be responsible for garbage disposal at the City's Solid Waste Division compactors.

E. All loading and unloading of goods shall be done only at such times and only in such areas and through such entrances as may be designated for such purposes by City. Trailers or trucks shall not be permitted to remain parked overnight in any area of the Garage whether loaded or unloaded.

F. UCF shall maintain all windows free of signs and other obstructions, in a neat, attractive condition, displaying only materials promoting the business authorized as a Permitted Use for the Leased Premises. UCF shall keep all windows, exterior lights and signs well illuminated during the hours that the Leased Premises is to be open for business. In order to maintain an attractive exterior appearance City shall have the right to approve all window coverings and any other items, which are visible from the exterior of the Leased Premises.

G. UCF shall not permit any objectionable or unpleasant odor to emanate from the Leased Premises; place or permit any radio, television, loud speaker or amplifier on the roof or outside the Leased Premises or where the same can be seen or heard from outside the Leased Premises or in the Common Areas; place an antenna, awning or other projection on the exterior of the Leased Premises; solicit business or distribute leaflets or other advertising material in the Common Areas; take any action which in the exclusive but reasonable judgment of City would constitute a nuisance or would disturb or endanger customers or other tenants or unreasonably interfere with their uses of their respective Leased Premises; or do anything which in the exclusive but reasonable judgment of City would tend to injure the reputation of City. As part of the marketing in accordance with the Permitted Uses, UCF may play music within the Leased Premises, but the volume shall be limited so as not to disturb others outside of or on the sidewalks adjacent to the Leased Premises.

H. UCF shall use as its advertised business address the address of the Leased Premises. UCF shall not acquire any property right in or to any name, which contains the name of the Garage or as a part thereof.

I. UCF shall comply with all Rules and Regulations as City may establish from time to time applicable to the Leased Premises. UCF's failure to keep and observe the Rules and Regulations shall constitute a breach of this Lease in the same manner as if they were contained herein as covenants. Notice of rules, regulations, amendments and supplements thereto, if any, shall be given to UCF, and UCF agrees thereupon to comply with and observe all of them.

J. UCF covenants that it will not use, generate, store or dispose of hazardous waste materials upon the Leased Premises and agrees to hold harmless and indemnify City against all liability, loss and damage resulting from UCF's breach of this covenant, including but not limited to court costs, attorney fees, fines, forfeitures, cleanup expenses, repairs, loss of use of property, and all similar or dissimilar losses. This indemnity shall continue in full force and effect after termination of this Lease and any renewal term hereof. The term "hazardous waste materials" includes all chemicals, substances, and materials, which are defined to be hazardous or toxic waste or hazardous substances in any federal or state statute, or any local ordinance, or any regulation adopted by any state, federal or local agency. Notwithstanding the provisions of this subsection J, and subject to the prohibition against objectionable or unpleasant odors set forth in subsection G herein, Retail space 2 will be used for the operation of a collaborative research studio for visual arts and may include the operation of a printing press and various paints, which uses are hereby allowed within Retail Space 2. In the event of a spill or discharge UCF shall immediately notify the City and commence clean-up.

K. UCF shall comply with the City's Greenworks Initiative Policy that prohibits the use of polystyrene, single-use plastic straws, and single-use plastic bags on City property.

ARTICLE 4. OTHER GARAGE USES

4.1 General. UCF acknowledges and understands that certain portions of the first floor of the Garage are currently in use by various entities, including the City and LYNX, and UCF agrees to continue to allow such uses during the Term of this Lease as more particularly described below.

A. LYNX LYMMO Service. The LYNX LYMMO service provides free public transportation in the downtown business, entertainment and shopping district through a Bus Rapid Transit (BRT) system (LYMMO). LYNX shall continue to use the area of the first floor of the Garage shown in Exhibit B, attached hereto, and incorporated herein, by reference, for LYMMO, including bus ingress/egress, bus staging, passenger pickup and drop-off, use of the first floor restroom by LYNX bus drivers and officials, and the location of a LYNX kiosk, security cameras and wifi modem. UCF shall allow LYNX access to the first floor of the Garage during the hours of operation of LYMMO, which are currently Monday – Thursday 6 a.m. – 10:45 p.m., Friday 6 a.m. – 10:45 p.m., Saturday 10 a.m. – 10:45 p.m., and Sunday 10 a.m. – 10 p.m. Such hours of operation are subject to change by LYNX and may be extended due to special events.

B. Downtown Clean Team. The City's Downtown Clean Team maintains public right of way in downtown Orlando, including trash pickup, streetscape maintenance, graffiti removal, sidewalk pressure washing, and banner and flag maintenance. The Downtown Clean Team shall continue to use the area of the first floor of the Garage shown in Exhibit B for storage and parking of vehicles, including the Clean Team's free use of three (3) parking spaces. UCF shall allow the Downtown Clean Team access to the first floor of the Garage for such storage and parking seven days a week.

C. Downtown Ambassador Program. The City's Downtown Ambassador Program provides community services to the public in downtown Orlando seven days a week, including providing directions and recommendations, providing safety escorts to and from any location in the downtown area, observing and reporting suspicious activity and aggressive panhandling, contacting the Downtown Clean Team with any beautification needs, assisting businesses and residents with questions or concerns about the area, and providing special event safety and information. Downtown Ambassadors shall continue to use the bike lockers located on the first floor of the Garage as shown in Exhibit B. UCF shall allow the Downtown Ambassadors access to the bike lockers and ingress and egress to and from the Garage seven days a week.

D. Other City Uses. In the event that the Downtown Clean Team or Downtown Ambassador Program discontinues the use of their respective areas of the first floor of the Garage, UCF agrees to allow other City uses within those areas.

ARTICLE 5. COMMON AREAS

5.1 Common Areas. The term "Common Areas" for purposes of this Lease shall mean all areas and facilities within the exterior boundary lines of the Leased Premises for the general non-exclusive use of UCF and other users of the Garage and their respective employees, suppliers, shippers, customers and invitees, including but not limited to common entrances, corridors, stairways and stairwells, public restrooms, elevators and escalators, loading and unloading areas, trash areas, sidewalks, walkways, ramps, landscaped areas and decorative walls.

5.2 Common Areas, Maintenance, Rules and Regulations. UCF agrees to abide by and conform to the Rules and Regulations of City as promulgated from time to time with respect to the Garage and Common Areas, and to cause its employees, suppliers, shippers, customers, and invitees to so abide and conform. UCF shall maintain the Common Areas in good condition and repair.

5.3 Common Areas-Changes. City shall have the right, in City's sole discretion and without the consent of any UCF, from time to time:

A. To make changes to the Garage interior and exterior and Common Areas, including, without limitation, changes in the location, size, shape, number and appearance thereof, including but not limited to windows, stairways, air shafts, elevators, escalators, restrooms, entrances, loading and unloading areas, ingress, egress, direction of traffic, decorative walls, landscaped areas and walkways;

B. To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Leased Premises remains available;

C. To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Garage or any portion thereof; and

D. To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Garage as City may, in the exercise of sound business judgment, deem to be appropriate.

ARTICLE 6. IMPROVEMENTS

6.1 UCF Improvements. At its sole cost and expense and only after the prior, written approval of City, UCF may make such improvements, alterations, remodeling, renovations, repairs, or additions to the Leased Premises as necessary for the utilization of the Leased Premises, for the purposes described in **Article 3** hereof (“UCF Improvements”). Unless otherwise agreed to by the parties, UCF shall be solely responsible for the payment for all UCF Improvements, including, but not limited to, design and construction costs, permit and impact fees and furniture, fixtures and equipment. Prior to commencing construction of UCF Improvements, UCF shall submit two (2) sets of plans and specifications of the proposed UCF Improvements to UCF’s Real Estate Division Manager. The Real Estate Division Manager shall have twenty business (20) days from receipt of the plans and specifications to either approve, deny or request changes to the plans, and the failure to do so within such time period shall constitute approval of the plans. City’s review (and approval or denial) of such plans is based upon its ownership of the Leased Premises and this Lease, and not in its capacity as a governmental or regulatory body. In addition to any of the other requirements of the Lease, UCF shall also submit all required documents, drawings, plans, specifications, etc., to, and obtain all required license(s), permit(s), and approval(s), from the appropriate governmental or regulatory authority having jurisdiction thereof, including, but not limited to, the City of Orlando acting in its governmental or regulatory capacity, as necessary for the construction and operation of UCF’s business authorized as a Permitted Use on the Leased Premises. UCF shall not commence construction of the UCF Improvements until receiving all required approvals. Failure to continuously, substantially and expeditiously construct the UCF Improvements for a period in excess of ten (10) days shall be a default under this Lease at City’s election.

6.2 Removal of UCF Improvements. Any UCF Improvements, which constitute fixtures or whose removal would cause damage to the Leased Premises shall remain a part of the Leased Premises and will owned by and become the property of the City at the termination or expiration of the Lease.

6.3 Personal Property, Furniture, Equipment and Fixture Removal. UCF may furnish and install, at its sole cost and expense, any personal property, furniture, and equipment reasonably necessary for the operation of UCF’s business (PPF & E). UCF shall keep the PPF&E in good condition and repair, normal wear and tear excepted. At the expiration or termination of this Lease, UCF may remove any PPF & E, that can be removed without damage to the Leased Premises, provided, however that the new HVAC system installed by UCF shall become the City’s property and remain on the Leased Premises.

UCF may remove PPF&E from time to time during the term of this Lease, provided that such removal will not cause damage to the Leased Premises.

UCF shall give at least ten (10) business-days' notice to City prior to removal of any PPF&E, which may cause damage to the Leased Premises. UCF's failure to comply with the notice requirement, coupled with subsequent removal of any property, which causes damage to the Leased Premises, shall be a material default in this Lease. City shall have ten (10) business days after receipt of UCF's notice to advise UCF if an additional security deposit shall be required. If City does not respond within the stated time, no additional security deposit shall be required. If a reasonable additional security deposit is required and UCF fails to pay within ten (10) business days of demand, such property shall be conclusively deemed to have become fixtures and part of the Leased Premises at City's election and UCF shall not thereafter attempt to remove it. Upon removal of any PPF & E accompanied by attendant damage, UCF shall repair to City's satisfaction, any damage within thirty (30) days.

6.4 Signs, Store Front. All signage is subject to the sign regulations of City, the Downtown Development Board and the Appearance Review Officer of the City of Orlando. Prior to the installation of any signs, UCF shall deliver to City for its review and written approval a sketch of UCF's proposed sign rendering drawn to scale. Since the Leased Premises are public property owned by City, political campaign signs are prohibited on the Leased Premises pursuant to Section 64.252, City Code. All signs shall be kept in good condition and in proper operating order at all times.

6.5 Fountain and Landscaping. UCF, at its sole cost and expense, may restore, replace/repair and maintain the fountain and landscape areas located within the Maintenance Area shown on Exhibit B, including any utilities and maintenance and repair costs related to such landscaping and fountain.

ARTICLE 7. MAINTENANCE, REPAIR AND CASUALTY

7.1 Maintenance and Repair of Leased Premises by UCF.

A. General Maintenance Responsibilities. Upon the Effective Date, UCF shall deliver to City an assessment report outlining the current condition of the Leased Premises. At its own expense, UCF shall be responsible for the routine maintenance and repair of the Leased Premises, and shall at all times keep the Leased Premises in its condition as of the Effective Date as contained in the assessment report, normal wear and tear excepted. UCF shall maintain and repair the Leased Premises, except for those capital items required to be maintained and repaired by the City pursuant to subsection 7.2 below. Such maintenance shall include the servicing, repair and replacement of all furniture, fixtures, equipment, interior walls, ceilings, exterior signs, doors, locks, existing fire suppression/sprinkler systems in the Retail Spaces, windows, plate glass, floors, carpet, lighting, gutters, downspouts, elevators, heating, ventilation and air conditioning system (HVAC), plumbing, and electrical systems. Any repairs, replacements or maintenance shall be performed in a good and workmanlike manner using contractors licensed in the State of Florida approved by City in its sole judgment, and materials of equal or better quality and utility to the original work.

B. Annual Operating Budget. UCF shall submit to the City an annual budget ("O & M Budget") of the usual and customary expenses for the operation, repair and maintenance of the

Garage for each year of the Lease (“O & M Expenses”). UCF shall provide the initial O & M Budget to the City no later than the Lease Commencement Date, and each subsequent O & M Budget on the one-year anniversary thereof. Each O & M Budget is subject to the review and approval of the City, which approval shall not be unreasonably withheld.

C. Fire Safety Equipment. UCF shall install and maintain fire extinguishers on the Leased Premises.

D. Janitorial Service. UCF shall provide janitorial service to the Leased Premises on a regular basis at its sole expense.

E. Pest Control. UCF, at its sole expense, shall engage exterminators to control vermin and pests on a monthly basis. Such extermination services shall be supplied in all areas where food is prepared, dispensed or stored and in all areas where trash is collected and deliveries are made.

F. Grease Traps and Recycling. UCF shall comply with the City’s Oil and Grease Management Program per Section 30.15 of the Orlando City Code (“Code”), if applicable to the use of the Leased Premises. UCF shall be responsible for the professional removal of grease to avoid spillage and for grease recycling of shortening. Grease Traps shall be constructed, maintained and pumped in compliance with Section 30.15 of the Code.

If (a) UCF does not maintain and repair the Leased Premises as required hereunder to the reasonable satisfaction of City within ten (10) calendar days’ notice (or such shorter period as may be required in an emergency), or (b) City, in the exercise of its sole discretion, determines that emergency repairs are necessary or (c) repairs or replacements to the Leased Premises are otherwise made necessary by any act, omission or negligence of UCF, its employees, subtenants, assignees, concessionaires, contractors, invitees, licensees or visitors, then in any of such events City may make such repairs without liability to UCF for any loss or damage that may accrue to UCF’s merchandise, fixtures, or other property or to UCF’s business by reason thereof, and upon completion thereof, UCF shall pay as Additional Rent City’s cost for making such repairs plus fifteen percent (15%) for overhead, upon presentation of a bill. All bills shall include interest at the highest rate allowed by law from the date such repairs were billed by the contractor(s) making such repairs.

7.2 Capital Maintenance and Repair of Leased Premises by City. City shall maintain, repair and replace as necessary the building systems, roof, exterior walls, building foundation, and structural components of the Leased Premises. The City shall also be responsible for the repair and replacement of any item estimated to cost \$100,000 or greater (“Capital Item”). The City shall not be required to make any repairs made necessary by any act, omission or negligence of UCF, any concessionaire, their respective employees, agents, invitees, licensees, visitors and contractors. For purposes of this section, “structural components” is defined as the primary load-bearing components of a building that if damaged or removed would lead to the instability or collapse of the building.

7.3 Casualty Damage to Either Leased Premises or Garage. If at any time during the term of this Lease the Leased Premises is damaged by fire or other casualty, unless caused by a negligent or willful act of UCF, its concessionaires, employees, agents, invitees, licensees, visitors

or contractors (in which event UCF shall make the repairs at UCF's expense), which prevents UCF from making substantial use of the Leased Premises, City may at City's option either (i) repair such damage to the Leased Premises, in a reasonable manner and time at City's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to UCF within thirty (30) days after the date of the occurrence of such damage of City's intention to cancel and terminate this Lease as of the date of the occurrence of such damage, in which event this Lease shall terminate as of that date, or (iii) allow UCF the opportunity to repair the Leased Premises. Rent shall be abated during the period of time the Leased Premises are being repaired, provided the damage was not the result of the negligence or malicious act of UCF. Except for the abatement of rent, if any, UCF shall have no claim against City for any damage suffered by reason of any such damage, destruction, repair or restoration. City and UCF agree that City shall not be responsible in any way for costs, expenses or losses of UCF, including, but not limited to, costs of relocation, replacement premises, or uninsured or underinsured loss of or damage to contents, improvements, betterments or equipment. If City shall not complete the restoration and repair within six (6) months after such occurrence, UCF may at UCF's option cancel and terminate this Lease by giving City written notice of UCF's election to do so at any time prior to the commencement or completion, respectively, of such repair or restoration. In such event this Lease shall terminate as of the date of such notice. UCF agrees to cooperate with City in connection with any such restoration and repair.

7.4 Security. UCF shall furnish all security services it deems necessary to protect the welfare of those coming on the Leased Premises.

ARTICLE 8. INSURANCE AND INDEMNITY

8.1 General Liability Insurance. UCF agrees to maintain in full force and effect from the date upon which UCF first enters the Leased Premises for any reason and throughout the term of this Lease, and thereafter so long as UCF occupies any part of the Leased Premises, a nondeductible policy of general liability insurance providing coverage for bodily injury (or death) and property damage with an insurer approved by City naming the City as an additional insured, including but not limited to all matters arising out of the use, occupancy or maintenance of the Leased Premises. The minimum single limit coverage for bodily injury (or death) and property damage shall be One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000) with a minimum coverage amount of \$500,000 for property damage including but not limited to that caused by fire. Failure to provide evidence of the required coverage within one (1) day after demand shall be a material breach of this Lease.

8.2 Workers' Compensation/Employer Liability Insurance. UCF shall maintain Workers' Compensation Coverage to the extent required by law.

8.3 Self Insurance. In lieu of the insurance policies set forth in subsections 8.1 and 8.2 above, UCF may provide self-insurance and provide the City with evidence of same. UCF participates in the State of Florida's State Risk Management Trust Fund for General Liability and Workers Compensation Coverage. Said protection is applicable to officers, employees, servants, and agents while acting within the scope of their employment by UCF. Under this program, UCF maintains General Liability coverage of \$200,000 each person and \$300,000 each occurrence, Workers' Compensation insurance of \$200,000 each person and \$300,000 each occurrence and Fleet Automobile Liability coverage of \$200,000 per person, \$300,000 per occurrence and \$10,000

personal injury per occurrence. In the event UCF elects to self-insure as set forth herein, subsections 8.1 and 8.2 above shall not apply.

8.4 Property Insurance. The City shall maintain all risk property insurance, including fire and extended coverage, insuring against damage caused by fire, vandalism, wind and water for the replacement cost of the Garage and improvements on the Leased Premises. If damage to the Garage by fire, vandalism, water or other casualty is caused by the negligent or willful act of UCF, its employees, agents, invitees, licensees, visitors, or contractors, then UCF shall bear a equitable share of the replacement cost as mutually determined by the City and UCF, which may include UCF's payment of all or a portion of the insurance deductible. The City and UCF shall cooperate to determine an equitable sharing of the cost between both parties.

8.5 Insurance Policy Requirements. All policies required under Section 8.1 and 8.2 above shall be non-cancelable and non-amendable with respect to City and City's said designees, without thirty (30) days prior written notice to City. Duplicate original policies of insurance or certificates evidencing the required coverage shall be delivered to City at least ten (10) days prior to the time UCF first enters the Leased Premises for any reason, along with evidence of premium payment. UCF shall also furnish City evidence of renewals of each such policy on an annual basis, no less than thirty (30) days prior to the expiration thereof. City reserves the right to modify any aspect of the insurance requirements, including the addition of new types of coverage, as the result of reasonable and prudent risk management review of the activities upon or associated with the Leased Premises. UCF shall notify City in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) calendar days prior to the effective date of said action. All insurance policies shall be primary and issued by companies with a Financial Rating of "A-" or better and a Financial Size Category of "Class V" or higher according to the most current edition of Best's Insurance Reports, which are licensed and authorized to do business under the laws of the State of Florida. Notwithstanding City's requirement that UCF obtain the foregoing insurance coverage, City has not thereby waived its sovereign immunity protections allowed to City under Florida law.

8.6 Indemnification. To the extent provided by law, UCF shall indemnify City, its elected and appointed officials, officers, agents, employees and hold them harmless from any suits, actions, damages, liability, and expenses in connection with loss of life, bodily or personal injury, property damage or otherwise arising from or out of any occurrence in, on, at, or from the Leased Premises, or the occupancy or use by UCF of the Leased Premises, Common Areas, Garage, sidewalks adjacent thereto or any part thereof or occasioned wholly or in part by any act or omission of UCF, its agents, contractors, employees, servants, invitees, licensees, concessionaires and any other person or entity for whose acts UCF may be responsible. This indemnity and hold harmless agreement shall include payment of all costs, expenses, and liabilities, including attorney's fees incurred by City, its elected and appointed officials, officers, agents, employees in connection with any claim, action, trial, appellate, bankruptcy court or probate proceedings related thereto. If any such action or proceeding is instituted against City, its elected and appointed officials, officers, agents, employees, UCF, upon written notice from City, will defend such action or proceeding by counsel approved in writing by City, such approval not to be unreasonably withheld or delayed.

8.7 UCF's Risk. To the maximum extent this agreement may be made effective according to law, UCF agrees to use and occupy the Leased Premises at UCF's own risk, and City shall have no responsibility or liability for any loss or damage to fixtures or other personal property

of UCF, or for any loss or damage resulting to UCF or those claiming by, through, or under UCF, for any reason including but not limited to breaking, bursting, stopping, or leaking of water, gas, sewer, or steam pipes. The terms of this Section shall be applicable regarding all matters, transactions and things occurring from and after the execution of this Lease and until the end of the term of this Lease, and during such further period as UCF may use or be in occupancy of any part of the Leased Premises.

8.8 Injury Caused By Third Parties. To the maximum extent this agreement may be made effective according to law, UCF agrees that City shall not be responsible or liable to UCF, or to those claiming by, through, or under UCF, for any loss or damage that may be occasioned by or through the actions or omissions of persons using, occupying, or visiting the Leased Premises.

8.9 Sovereign Immunity. UCF is a state university and the City is a Florida municipal corporation, both of whom have limits of liability set forth in section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of UCF or City beyond that provided in section 768.28, Florida Statutes. Further, nothing herein is intended as a waiver of UCF or City's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything which might allow claims otherwise barred by sovereign immunity or operation of law.

ARTICLE 9. DEFAULT

9.1 Events of Default. The occurrence of one or more by UCF of the following shall constitute a material event of default under this Lease:

A. Failure to pay Monthly Rent within ten (10) days of its due date, without notice from City;

B. Failure to make any other payment required of UCF hereunder, within ten (10) days after written notice that it is due;

C. Failure to perform any other covenant contained herein on its part to be observed, for ten (10) days after receipt of written notice from City to UCF of such breach; provided, however, that if the nature of UCF's noncompliance is such that more than ten (10) days are reasonably required for its cure, UCF shall not be deemed to be in default if UCF commenced such cure within the ten (10) day period and thereafter diligently pursues such cure to completion; or

D. Vacation or abandonment of the Leased Premises including any failure to occupy the Leased Premises for a continuous period of ten (10) days or more, whether or not the rent is paid.

9.2 Default Remedies. In the event UCF fails to cure any default within any applicable time period, without further notice City may elect to take any of the following actions:

A. Terminate this Lease and enter into the Leased Premises, or any part thereof, either with or without process of law, and expel UCF, or any person occupying the same in or upon

the Leased Premises, using such force as may be necessary to do so, and repossess and enjoy the Leased Premises;

B. Enter into possession of the Leased Premises as agent of UCF and relet the Leased Premises without any obligation to do so, applying any rent received from new UCFs on the balance due under this Lease, and in such event, UCF shall be responsible for no more than the balance then due, should a balance exist, plus all City's fees, costs and expenses in taking such actions;

C. Declare the entire balance of the rent due and payable forthwith and maintain a distress proceeding, chattel lien foreclosure proceeding, or other proceeding for the recovery of the rent due and have in aid thereof, with or without notice, the appointment of a receiver, issuance of a writ of injunction, or such other remedies as may be necessary to secure the relief sought; and

D. Exercise in addition to the foregoing any and all other rights and remedies according to the laws of the State of Florida

ARTICLE 10. TERMINATION FOR CONVENIENCE

Neither party may terminate this lease for its convenience.

ARTICLE 11 - EMINENT DOMAIN

11.1 Rights of Termination for Taking. If the Leased Premises, or such portion thereof as may render the balance (if reconstructed to the maximum extent practicable under the circumstances) unsuitable for UCF's purposes, shall be taken by condemnation or right of eminent domain, or by purchase in lieu thereof, either City or UCF shall have the right to terminate this Lease by notice to the other of its desire to do so. Further, if so much of the Garage shall be taken such that continued operation of the Garage would not be economically feasible in City's reasonable judgment, City shall have the right to terminate this Lease by giving notice to UCF.

11.2 Payment of Award. City shall have and hereby reserves, and UCF hereby grants and assigns to City, all rights to recover for damages to the Garage, the Leased Premises, the building in which the Leased Premises are located, and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking, damage, or destruction.

11.3 Abatement of Rent. In the event of any taking of the Leased Premises, the Rent, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated, as appropriate and equitable under the circumstances.

ARTICLE 12. GENERAL PROVISIONS

12.1 Assignment and Subletting. UCF shall not assign this lease. UCF may sublease the Leased Premises upon the prior, written approval of the City. Any revenue derived from such sublease shall be retained by UCF. Any assignment or sublease by UCF in violation of this Section shall be void. UCF shall require any subtenant to comply with the insurance requirements set forth in Article 8 herein, and shall require any subtenant to indemnify and hold harmless the City and UCF as set forth in section 8.6 herein.

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

UCF: University of Central Florida
4365 Andromeda Loop North
Orlando, Florida 32816
Attn: Misty Sheperd, Interim Vice President and Chief Operating Officer

and

University of Central Florida
4365 Andromeda Loop North
Orlando, Florida 32816
Attn: W. Scott Cole, Vice President and General Counsel

City: Real Estate Division Manager
City of Orlando
400 South Orange Avenue
Orlando, Florida 32801

and

Parking Division Manager
City of Orlando
53 West Central Boulevard
Orlando, Florida 32801

12.3 Section Titles, Interpretation. The titles to the sections contained in this Lease are for convenience and reference only. Any gender used herein shall be deemed to refer to all genders. Use of the singular herein shall be deemed to include the plural, and the plural shall be deemed to include the singular.

12.4 Surrender of Leased Premises. Subject to the Future Lease, upon the termination of this Lease, UCF shall return all keys and surrender possession the Leased Premises in neat and clean condition and in good order, condition and repair.

12.5 Holding Over. A holding over by UCF after the expiration of the term of this Lease shall be treated as a tenancy at sufferance at double the rent and other charges specified herein,

prorated on a daily basis, and shall otherwise be on the terms and conditions set forth in this Lease, so far as applicable.

12.6 Construction Liens. The estate or interest of City in and to the Leased Premises, and the Garage shall not be subject to construction liens of persons or entities not in privity with City. UCF further agrees immediately to discharge (either by payment or by filing the necessary bond or otherwise) any construction liens against the Leased Premises, the Garage or City's interest therein purporting to be for labor, services, or materials furnished to UCF in, on or about the Leased Premises or the Garage. A duly executed instrument by which such construction lien is satisfied, released from the Leased Premises or the Garage or transferred to bond, shall be recorded within ten (10) days after such construction lien is filed or recorded.

12.7 Self-Help. City has the right to pay such sums or to do any act which may be necessary or appropriate by reason of the failure or neglect of UCF to perform any of the provisions of this Lease, and UCF agrees to pay City upon demand all such sums with interest at the highest rate allowed by law from the date payment is made by City, and if UCF defaults City has the same rights and remedies as for the failure of UCF to pay Monthly Rent.

12.8 Recording. UCF agrees not to record this Lease, but each party hereto agrees, on the request of the other, to execute a declaration or memorandum of this Lease in recordable form in compliance with applicable law and reasonably satisfactory to City and its attorneys.

12.9 Binding Effect. Except as otherwise expressly provided, the terms hereof shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns, respectively, of City and UCF. This reference to successors and assigns of UCF is not intended to constitute City's consent to assignment by UCF, but has reference only to those instances in which City may give consent to a particular assignment.

12.10 Entire Agreement. This Lease, including any exhibits which are hereby incorporated herein by reference, constitutes the entire agreement between the parties relating to the matters set forth herein, and shall supersede all prior written or oral agreements or understandings that may have been had between the parties.

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

12.12 Waiver. Failure on the part of City or UCF to complain of any act or failure to act on the part of the other shall never be a waiver of any respective rights hereunder; however, the foregoing shall not apply to provisions of this Lease, where a right of UCF is dependent upon notice to be given within a specified period. Further, no waiver at any time of any of the provisions hereof by City or UCF shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. No payment by UCF or acceptance by City, of a lesser amount than shall be due from UCF to City shall be treated otherwise than as a payment on account. The acceptance by City of a check for a lesser amount with an endorsement or statement thereon, or upon any letter

accompanying such check, that such lesser amount is payment in full, shall be given no effect, and City may accept such check without prejudice to any other rights or remedies which City may have against UCF.

12.13 Estoppel Certificates. Within twenty (20) days after request in writing by either party, the other party will furnish a written statement in form and substance reasonably acceptable to the non-requesting party, duly acknowledging whether (a) this Lease is in full force and effect, (b) rents payable hereunder are current, (c) there are uncured defaults hereunder by City or UCF, if that be the case. Failure of either party to deliver such estoppel certificate within such twenty (20) day period shall entitle the requesting party to conclusively presume that the Lease is in good standing without default, which statement or representation may be relied upon as being true and correct by any prospective purchaser or mortgagee.

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

12.15 No Brokerage Commission. UCF represents and warrants that it has had no dealings with any broker or leasing agent in connection with the negotiation or execution of this Lease other than City's broker, if any. In the event any broker or leasing agent other than City's broker, if any, shall make a claim for a commission or fee in connection with the negotiation or execution of this Lease, UCF shall be responsible for the payment thereof, and UCF agrees to hold City harmless from and indemnify City against any such claim or liability.

12.16 City's Exculpation. Anything to the contrary contained in this Lease notwithstanding, City's elected and appointed officials, officers, agents, employees, representatives, successors and assigns, shall have absolutely no corporate or personal liability with respect to the performance of any of the terms, covenants, conditions and provisions of this Lease. Such exculpation of liability shall be absolute and without exception whatsoever.

12.17 Discrimination Not Permitted. City and UCF for themselves, their successors and assigns covenant and agree that no person shall be excluded from participation in, denied benefits of, or otherwise subjected to unlawful discrimination in the use of the Leased Premises, the construction of any improvements thereon or the furnishing of services therein.

12.18 Relationship of the Parties. The relationship between the parties hereto is solely that of landlord and tenant and nothing contained herein shall constitute or be construed as establishing any other relationship between the parties, including, without limitation, the relationship of principal and agent, employer and employee or parties engaged in a partnership or joint venture. Without limiting the foregoing, it is specifically understood that neither party is the agent of the other and neither is in any way empowered to bind the other to use the name of the other in connection with the construction, maintenance or operation of the Leased Premises, except as otherwise specifically provided herein.

12.19 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.

12.20 Annual Appropriation. UCF's performance and obligation to pay under this Lease is contingent upon an annual appropriation by the Florida legislature.

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

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement for Centroplex I Parking Garage and Adjacent Retail Spaces as of the Effective Date first above written.

CITY OF ORLANDO

CITY SEAL

By: _____
Mayor/Pro Tem

Attest:

Denise Aldridge, City Clerk

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

_____, 2019.

Assistant City Attorney

**UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES**

By_____

Name: _____

Title: _____

Witnesses:

(1) Sign: _____

Print Name: _____

(2) Sign: _____

Print Name: _____

EXHIBIT A

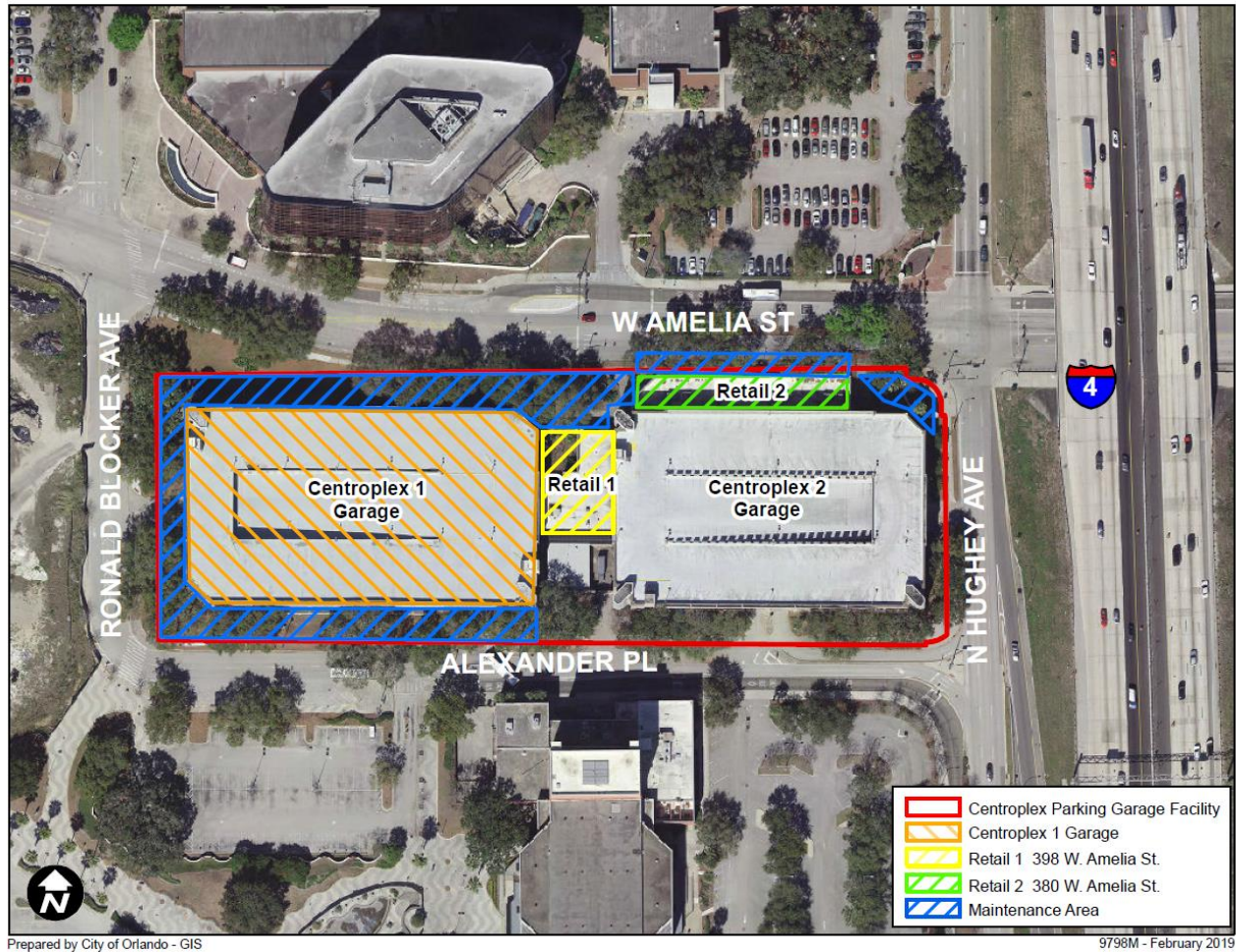
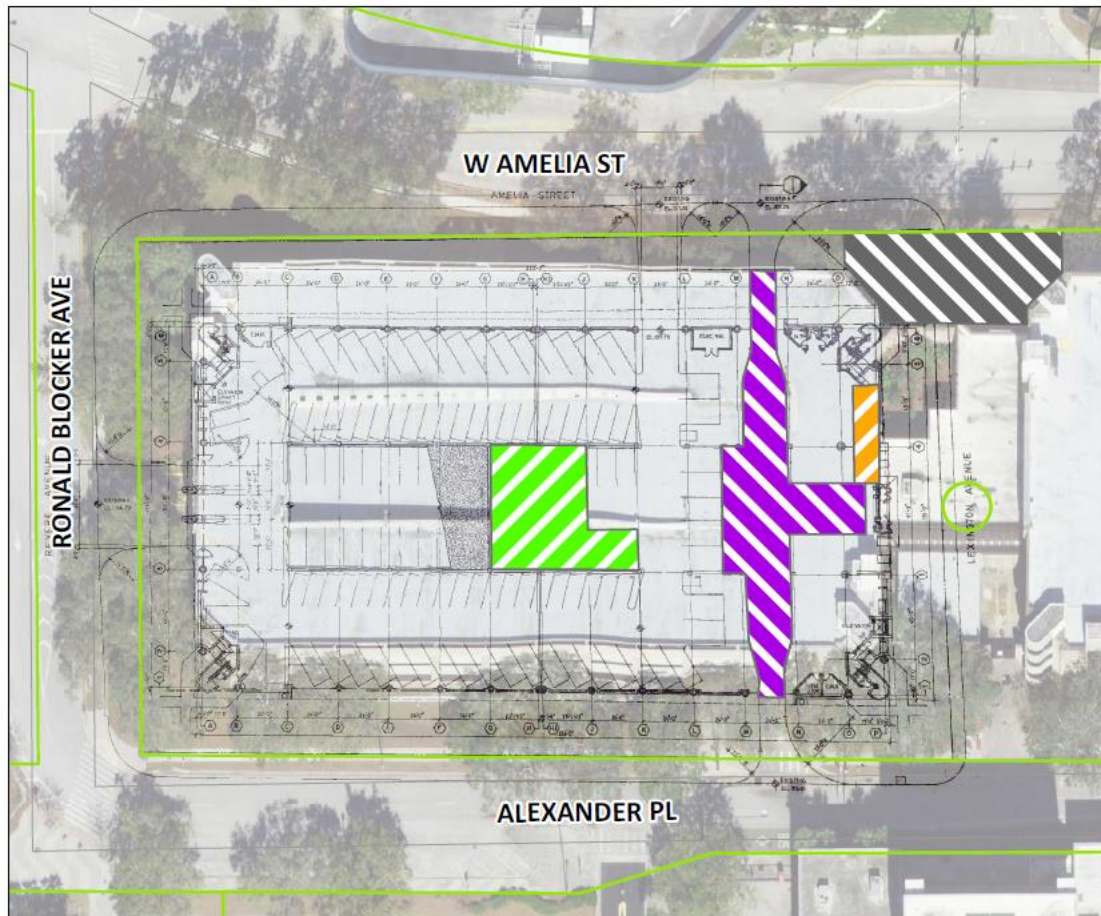


EXHIBIT B



LEGEND



Downtown Ambassador
Program Uses



LYNX LYMMO Service



Fountain and Landscaping



Downtown Clean Team Uses

City of Orlando, April 2019