

LEASE OF THE MARY SUE RICH CENTER AT REED PLACE CAFÉ

This **Lease of the Mary Sue Rich Center at Reed Place Café** ("Lease") is entered into and effective on _____, 2024 by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **HEALTHY HUB OCALA LLC**, a Florida corporation duly organized and authorized to do business in the State of Florida (EIN: 99-4077423) ("Tenant").

WHEREAS:

- A. City owns a building, commonly known as the "Mary Sue Rich Center at Reed Place" with a street address of 1821 NW 21st Avenue, Ocala, Florida 34475, located in the County of Marion, and the State of Florida (the "Building").
- B. The Building is a 41,000 sq. ft. community recreation center and including all improvements thereon (the "Premises") as shown on Exhibit A - Floor Plans with Front rendering & sq ft. The Building's first floor includes an open high-ceiling entryway and corridor (running through the center of the facility), a café area and commercial kitchen, a 390-seat banquet hall, two full-court basketball courts, restrooms, and building administration areas. The building's second floor is the program space area that includes an indoor walking track, a fitness area, three multi-purpose rooms, a senior program room, a branch library and media center, and two huddle meeting rooms.
- C. The Café restaurant is intended to provide healthy and affordable (inexpensive; reasonably priced) grab-and-go or quick-service breakfast, lunch, and beverage options for daily users of the facility. Fifty percent (50 %) of the overall menu's entrees must include healthy options for both breakfast and lunch. Suggested food items include, but not limited to, the following:
 - Coffee, tea, juices, healthy smoothies, breakfast beverages, and bottled drinks.
 - Breakfast: sandwiches, wraps, fresh fruit, and grab-and-go cereals.
 - Lunch: sandwiches, wraps, soups, salads, fresh fruit, and other lunch items.
 - The menu may include static entrees and may include daily or weekly off-menu special items (i.e., blue plate special).
- D. Tenant desires to lease from City, and City desires to lease to Tenant, the 185 square-foot café and the 442 square-foot cooking kitchen space (the "Café") as shown and described in Exhibit B - Plan Sheets (Kitchen w. equipment list) to be used as a restaurant. The total leased Café space is 627 square-feet. This lease includes the use of the three flatscreen TVs mounted in the café area.
- E. The City owns certain personal property (the "Equipment") located within the Café and described in the attached Exhibit B - Plan Sheets (Kitchen w. equipment list). The City shall maintain ownership (and any maintenance or replacement needs) of the three flatscreen TVs mounted in the café area and the Equipment.
- F. Tenant shall provide any start-up items not provided with the Premises or as Equipment within this agreement.

- The City will permit one “business or restaurant name” decal (graphical, text, or a combination thereof) not to exceed 8 square feet to be installed on an exterior window on the right side of the main Building doors. The Tenant is fully responsible for the design, manufacturing and installation of said decal, and any decal maintenance or replacement.

IN CONSIDERATION of the exchange of the mutual promises set forth herein, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree as follows:

1. Lease of Premises.

- 1.1. City leases to Tenant, and Tenant leases from City, the Café.
- 1.2. Common Areas - Definition. The term “Common Areas” is defined as all areas and facilities outside the Café space and within the Building, the Premises, and surrounding property (open space, landscaped areas, and parking lot) of Mary Sue Rich Community Center at Reed Place.
- 1.3. Common Areas - Tenant's Rights. City hereby grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, customers, contractors and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by the City under the terms hereof or under the terms of any reasonable rules and regulations or restrictions governing the use of Mary Sue Rich Community Center at Reed Place. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of City or City's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, City shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and to charge the cost to Tenant, which cost shall be immediately payable upon demand by the City.
- 1.4. Common Areas - Rules and Regulations. City, or such other persons as the City may appoint, shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect thereto. Tenant agrees to abide and conform to all such rules and regulations, and to cause its employees, agents, suppliers, shippers, customers, and contractors to so abide and conform. City shall use reasonable efforts to ensure compliance with such rules and regulations by other tenants of the Building.
- 1.5. Common Area - Changes. City shall have the right, in City's reasonable discretion and considering the nature of Tenant's business, from time to time:
 - 1.5.1. To make changes to the Common Areas, including, without limitation, changes in the location, size shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading, ingress, egress,

- direction of traffic, landscaped areas, walkways and utility raceways.
- 1.5.2. To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available.
 - 1.5.3. To designate other land outside the boundaries of the Building to be part of the Common Areas.
 - 1.5.4. To add additional buildings and improvements to the property.
 - 1.5.5. To use the Common Areas while engaged in making additional improvement repairs or alterations to the Building, or any portion thereof.
 - 1.5.6. To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Building as City may, in the exercise of sound business judgment, deem to be appropriate.
- 1.6. The lease of the Café shall include the right to park in any of the available parking spaces located on the property. The designated loading zone shall be used for temporary short-term loading or unloading of vehicles of less than 15-minutes.
 - 1.6.1. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, contractors, or invitees to be loaded, unloaded, or parked in areas other than those identified parking spaces on the property.
 - 1.7. Tenant shall have available equity in the minimum amount of at least \$41,000. Tenant shall provide to the City an official letter from a bank/financial institution prior to the execution of the lease confirming Tenant's compliance with the previous sentence.
2. **Term.** The term of this Lease is three (3) years beginning on **SEPTEMBER 23, 2024**, and ending at 5:00 p.m. on **SEPTEMBER 30, 2027** ("Initial Term").
 - 12.2. "Lease Year" - A period of one (1) year, with the First Lease Year commencing on the Lease beginning date as set forth in paragraph 2 and ending on the first anniversary thereof, and subsequent Lease Years commencing on the first day after the expiration of the prior Lease Year and ending one (1) year thereafter.
 - 12.3. So long as Tenant is not in default hereunder, Tenant may request to renew the Lease for one (1) additional three-year (3) Term ("Renewal Term") by giving City written notice of such request at least ninety (90) days before the end of the Initial Term. Time is of the essence concerning such notice. If Tenant does not provide such notice, Tenant shall be deemed to have waived its right to renew the Term. All provisions of this Lease shall apply to the Renewal Term unless expressly set forth herein. If a timely request to renew the Lease is received by the City, the City shall have 60 days from the date of the request to accept or deny the request. If the Parties agree to renew the Lease, such agreement shall be documented in a written addendum to this lease that is executed by both Parties.

3. **Monthly Rent.** Tenant shall pay rent ("Monthly Rent") in the amount as identified in section 3.1 below.
 - 3.1. The rental rate will be scalable to allow the Tenant to build the business.
 - 3.1.1. First Lease Year: \$750 per month for months one through five; \$1,000 per month for months six through twelve.
 - 3.1.2. Second and Third Lease Years: \$1,250 per month.
 - 3.2. The Monthly Rent is payable without City's demand on the first (1st) day of each calendar month and shall be paid to City of Ocala at the 828 NE 8th Ave, Ocala, FL 34470, or as otherwise directed by City pursuant to a written notice under this Lease.
4. **Utilities.**
 - 4.1. Internet – Tenant shall contract with and directly pay Ocala Fiber Network for fiber internet at the café portion of the Building. Ocala Fiber Internet details, plans, and current pricing are available at <https://www.ocalafl.gov/government/city-departments-i-z/ocala-fiber-network>.
 - 4.2. Phone Service – Tenant shall provide their own phone service through (1) a contract with an independent Internet Phone Calling (VoIP) or (2) a contract with a cellular phone carrier. Tradition landline phone service is not available at the Building.
 - 4.3. Utility or Service Charges – City agrees to pay all charges for gas, electricity or other illumination, heating, air conditioning, water, sewer, solid waste removal, and any other utilities attributed to the Building, and janitorial services.
5. **Responsibility for Additional Payments.**
 - 5.1. No Liability for Interruption of Services. City shall not be liable for full or partial stoppage or interruption of the above services or utilities unless negligence on the part of City shall be shown, and City shall not be liable for consequential damages in any event.
 - 5.2. Security Deposit. Tenant will, upon the Commencement Date, deposit with the City the sum of the first and last month's rent, which is \$2,000. The last month rent deposit and the security deposit shall be held by City. The security deposit may be commingled with other funds of the City, and the City shall have no liability for the accrual or payment of any interest thereon.
 - 5.3. Use of Security Deposit. If at any time during the term of this Lease any portion of the rent shall be overdue and unpaid, then City may, at the option of City, appropriate and apply all or any portion of the security deposit to the payment of any such overdue rent or other sum in the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease, then the City, at its option, may appropriate and apply the security deposit, or so much thereof as City may deem necessary, to compensate the City for all loss or damage sustained or suffered by City due to such default or failure on the part of Tenant. Should the entire deposit, or any portion thereof, be appropriated and applied by City for the payment of overdue rent, then Tenant shall, upon the demand of City,

forthwith remit to City a sufficient amount in cash to restore the security deposit to the original sum deposited, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a default of this Lease.

- 5.4. Ad Valorem Taxes and Assessments. City shall pay all ad valorem taxes and assessments, if any, on the Premises that accrue during the Term.
- 5.5. Sales and Use Taxes. At the time Rent payments are made, Tenant agrees to pay to City all sales and use taxes, if any, that arise because of payment of Rent to City.
- 5.6. Tenant's Taxes. Tenant further covenants and agrees to pay promptly when due all taxes, if any, assessed against all fixtures, furnishings, equipment, and stock-in-trade placed in or on the Premises during the term of this Lease.
- 5.7. Amounts Advanced by City. Any amount advanced by City pursuant to the terms and provisions of this Lease shall be repaid to City by Tenant within thirty (30) days following the date of such advance unless otherwise specifically provided in this Lease.
- 5.8. Past Due Rent. If Tenant shall fail to pay any Rent when due, Tenant shall also pay to City an initial late payment service charge covering administrative and overhead expenses equal to \$.05 for each \$1.00 so overdue, plus an additional late payment charge of \$50.00 per day for every day the payment is late. A payment is considered late for purposes of this paragraph if received three (3) business days or more after such payment is due. (This is not a grace period; any payment not received when due is a default.) If payment made by check is dishonored by Tenant's bank, the amount due shall be deemed a "late payment" and treated as set forth herein.

6. Use of Premises.

- 6.1. The Café shall be used and occupied by Tenant primarily for a café-style restaurant operating within the Building. The restaurant includes a walk-up counter, a common area indoor seating area, and a common area outdoor seating area. The Tenant may use the Café for private events only with prior written approval of the City.
- 6.2. City shall not impose on Tenant any additional taxes or assessment in connection with its operations at the Café; this shall not excuse Tenant from paying intangible taxes due on its personal property located in the Café.
- 6.3. City shall give the Tenant a thirty (30) day notice when repairs are needed on the building that would require the Tenant closing for more than one day.
- 6.4. Tenant shall be responsible for providing adequate security for the leased Café in connection with any use of the premises.
- 6.5. Tenant agrees that no business shall be carried on, nor any act or acts done or permitted to be done on the premises that in any manner conflicts with any applicable valid law or regulation of City of Ocala, County of Marion, State of Florida, the United States or any department, bureau or agency thereof. Tenant

will not do or suffer to be done in or upon the premises any act or thing which amounts to a nuisance or creates waste to the premises.

6.6. Tenant shall not vacate nor abandon the Café at any time during the Lease Term, nor permit the Café to remain unoccupied during the Lease Term. If Tenant shall abandon, vacate or surrender the Café, or be dispossessed by process of law or otherwise, any personal property belonging to Tenant and left on the Café shall after thirty (30) days' notice to Tenant and an opportunity to cure such default, at the option of City and in addition to all other remedies available to City be deemed abandoned and may be used, sold (without public notice or auction), destroyed or otherwise disposed of by City without accountability whatsoever to Tenant.

6.7. Nuisance/Hazardous Substances.

6.7.2. Tenant shall not commit any nuisance, nor permit the admission of any objectionable noise, or odor, nor burn any trash or refuse within the Building, nor bring on, deposit or allow to be brought on or deposited on the Premises any asbestos materials or any other Hazardous Substance or materials as the same may be defined by State, Federal or local laws, rules, statutes, or regulations; nor make any use of the Premises or any part thereof or equipment therein which is improper, offensive or contrary to any law.

6.7.3. Tenant shall not cause or commit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors, or invitees, without first obtaining City's written consent. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises except as permitted above, or if the Premises become contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify and hold harmless City from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, but without limitation, a decrease in value of the Premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees, and costs) arising during or after the Lease Term and arising as a result of such contamination by Tenant. Without limitation of the foregoing, if Tenant causes or permits the presence of any Hazardous Substance on the Premises and such results in contamination, Tenant shall promptly, at its sole expense, take any and all actions necessary to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises. Tenant shall first obtain City's approval for any such remedial action.

6.7.4. As used herein "Hazardous Substance" means any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State of Florida, or the United States Government. "Hazardous Substance" includes any and all material or substances which are defined as "Hazardous Substance" pursuant to State, Federal, or local

government law. "Hazardous Substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's") and petroleum.

- 6.8. AS IS. Tenant agrees to accept the Café in its physical condition "AS IS." City has afforded Tenant the opportunity for full and complete investigation, examination and inspection of the Premises, and Tenant has personally inspected the Premises. City makes, and has made, no representations or warranties to Tenant or Tenant's agents with respect to the Premises, except as are specifically set forth in this Lease unless otherwise agreed in writing, City has made all corrections, repairs, improvements, alterations and additions to the Premises required by Tenant prior to entering into this Lease. Tenant shall not make any claim against City for any defects as of the date of this Lease. Tenant has fully inspected the Premises to Tenant's satisfaction prior to signing this Lease and Tenant shall deliver the Premises at the expiration or earlier termination of this Lease in like order and condition, reasonable wear and tear excepted.
- 6.9. No smoking shall be allowed in the Building or within 50-feet of any building entrance. Smoking is discouraged on the entire property.
7. **Other Improvements.**
- 7.1. Permissible Alterations. On giving Tenant reasonable notice, City shall have the right to change the name, number, or designation by which the Building is known.
- 7.2. Tenant Improvements.
- 7.2.1. *Generally.* Tenant may not make any improvements, alterations or additions to the Café, including but not limited to cutting the walls, ceiling, roofs, or floors, changing the exterior color, or altering the architecture, without on each occasion obtaining City's prior written consent that may be withheld or conditioned upon such conditions as City deems appropriate in its sole discretion. Tenant shall submit to City plans and specifications for all alterations and additions at the time City's consent is sought.
- 7.2.2. *Consent of City.* In the event Tenant desires to make any improvements, alterations or additions to the Café, Tenant shall give written notice to City accompanied by plans and specifications, and City shall thereafter state in writing any objections to such request, which objection may be based strictly on aesthetics.
- 7.2.3. *Completion of Tenant's Work.* Upon completion of any approved alterations, improvements or additions by Tenant, Tenant shall: (i) deliver to City an affidavit by Tenant stating that Tenant's alterations, improvements or additions have been completed in accordance with the plans and specifications approved in writing by City, and deliver to City a final release of lien from Tenant's licensed general contractor, together with an affidavit from such licensed general contractor that all bills for labor and materials furnished to the Premises have been paid, which affidavit shall also state the names and addresses of all those in privity with

such general contractor. It is understood that any deliberately false statement by Tenant therein shall constitute a breach of this Lease; (ii) deliver to City the affidavit of the general contractor performing Tenant's alterations, improvements or additions, stating that Tenant's alterations, improvements or additions have been completed substantially in accordance with the plans and specifications approved by City, that all subcontractors, sub- subcontractors, laborers and materialmen supplying labor or materials for Tenant's alterations, improvements or additions have been paid in full, and that all liens therefor that have been or might be filed have been discharged of record or waived, and that no security interests relating thereto are outstanding; and (iii) deliver to City written certifications and approvals with respect to Tenant's alterations, improvements or additions and Tenant's right to use and occupy the Premises that may be required by any government authority, City's mortgagees and any board of fire underwriters or similar body.

7.2.4. *Restoration.* Tenant shall promptly restore the Café to the condition that existed prior to the making of any alterations, improvements or additions that have not been approved in writing by City.

7.2.5. *Property of City.* All fixtures installed, and permanent alterations, improvements or additions made, by Tenant shall become the property of City upon the expiration or earlier termination of this Lease or, if so elected in writing by City within 30 days prior to the expiration of the Lease term, Tenant shall remove all its trade fixtures and any alterations, improvements or additions which City requests to be removed before surrendering the Premises and shall repair any damage to the Premises caused thereby. Tenant hereby agrees to waive any claim for improvement or betterment made to the Premises, upon expiration or termination of this Lease. Tenant's inventory, machinery, equipment, and all signs installed by Tenant shall be excluded from the term "fixtures and permanent alterations, improvements or additions." Provided Tenant is not in default under the terms and conditions of this Lease, Tenant shall be entitled to remove Tenant's machinery, equipment, inventory, signs, and other personal property (other than fixtures), on or before the date of expiration of this Lease. Failure of Tenant to remove such items within such time shall, at the sole option of City, be considered an abandonment of any such items by Tenant, with time declared to be of the essence. All alterations, improvements, additions, restorations and/or repairs completed by Tenant under this paragraph shall be done so at Tenant's own expense.

8. Condition of Premises.

4.1. Tenant's Acceptance and Maintenance of Premises. Upon Tenant's occupancy of the Café, Tenant will be deemed to have accepted the Premises in the condition they are in on that date. Subject to City's obligations set forth in this Lease, Tenant agrees to maintain the Café in the same condition, order, and repair as they are

on that date, except for reasonable wear and tear arising from the use specified in this Lease.

4.2. Maintenance Obligations.

4.2.1. City will, at its own expense and risk (except as set forth in paragraph 7.2.2), maintain, repair or replace the foundation, exterior walls, ceilings, and roof of the Building, and any other non-routine repair or replacement of any capital component of the Building the cost of which is reasonably anticipated to exceed \$2,500. City is entitled to reimbursement from Tenant for any expenses reasonably incurred in connection with any maintenance, repair, or replacement required of City under this paragraph if the need for the maintenance, repair, or replacement resulted from the negligence or fault of Tenant or its agents, servants, officers, or employees.

4.2.2. Tenant will, at its own cost and expense, perform all other maintenance, repairs and replacement which are not City's responsibility. Without limiting the foregoing, Tenant will perform all maintenance, repairs, and replacement of any equipment not owned by the City.

4.2.3. City shall not be liable for any damage or inconvenience that may arise through repair or alterations of any part of the Building; provided that City, to the extent practical, shall endeavor to make any repairs or alterations in such a manner to minimize any inconvenience to any Tenant.

4.2.4. If either party fails to perform its obligation to repair or maintain according to the provisions of the preceding subparagraphs above within a reasonable time after notice from the other party of the need for such repair or maintenance, the other party may, in addition to all other remedies available under this Lease, make the repairs or perform the maintenance, or have the repairs made or maintenance performed at its own expense. The party required to make the repair or to perform the maintenance shall, within ten days of demand of the other party, reimburse the other party for the reasonable expense of the repair or maintenance.

4.3. Damage to Premises. Notwithstanding anything set forth in this paragraph 7, on City's demand, Tenant shall pay for all damages to the Café, the Building, the Premises or any portion thereof that are caused by the act or neglect of Tenant, its invitees, or any persons in Tenant's employ or control.

4.4. Condition at End of Term. At the earlier of the expiration of this Lease term or the termination of this Lease, Tenant shall surrender the Café, the three flatscreen TVs mounted in the Café and the Equipment in the same condition as the Premises were in upon delivery of possession to Tenant under this Lease, reasonable wear arising from Tenant's permitted use of the Premises as specified herein excepted, and shall surrender all keys for the Premises to City. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

4.5. Damage to Premises. Except for the negligence of City or City’s employees, agents or contractors, City shall not be responsible for any damage to property of Tenant or of others located in or about the Premises, nor for the loss of or damage to any property of Tenant or of others by theft or misappropriation or otherwise. City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature. City shall not be liable for any such damage caused by occupants of adjacent property, occupants of the Building, or the public.

9. Entry and Inspection of Premises.

- 9.1. City is entitled to enter the Café during all reasonable hours for the following reasons:
 - 9.1.1. To provide services or fulfill other obligations hereunder.
 - 9.1.2. To examine the Café.
 - 9.1.3. To make all repairs, additions, or alterations that City reasonably deems necessary for safety, comfort, or preservation of the Premises or of the building.
 - 9.1.4. To display, within six (6) months prior to the expiration of the term of this Lease, a “For Rent” or “For Lease” sign(s), and all of such signs shall be placed upon such part of the Café, as City shall require. Subject to approval by Tenant as to time and date, such approval not to be unreasonably withheld by Tenant, City or City’s designated agent may show the Premises to prospective purchasers or Tenants.
 - 9.1.5. To remove signs, fixtures, alterations, or additions that do not conform to this Lease.
 - 9.1.6. As otherwise expressly set forth in this Lease.
- 9.2. City shall at all times have and retain a key with which to unlock all doors in the Café, excluding Tenant’s vaults, safes and file cabinets.
- 9.3. City shall have the right to use any means that City may deem proper to open doors in an emergency to obtain entry to the Premises. Tenant waives any claim for damages for any injury or inconvenience to or interference with Tenant’s business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss in, upon, or arising from City’s entry onto the Premises in an emergency.
- 9.4. Tenant shall allow entry, during normal business hours, by authorized government representatives or representatives of insurance companies to make inspections of the Premises for public health and safety, or insurance, purposes.
- 9.5. Any entry to the Café obtained by City for any of the above stated purposes and by any of such means, or otherwise, shall not be construed or deemed a forcible or unlawful entry onto the Premises, or an eviction of Tenant from the Premises or any part of the Premises.

10. **Liability and Insurance.**

10.1 Liability. Tenant agrees that City shall not be held responsible or liable to Tenant, Tenant's employees, customers, invitees, licensees, or others for any damage to personal property or personal injury caused by or arising out of Tenant's operation, conduct and use of the Premises, or the acts or omissions of Tenant, its employees, clients, invitees, licensees or others or by catastrophe. Tenant shall hold City harmless and indemnify City from and against any and all liability, damages, out of pocket costs and reasonable attorneys' fees, injury, actions or causes of action whatsoever suffered or occasioned upon the Premises or arising out of the operation, conduct and use of the Café, except those caused or created by City its agent, employees and contractors.

10.2 Liability Insurance. Tenant shall maintain general liability insurance, with combined single limits of not less than \$1,000,000 per occurrence for coverage of its operation of the Café. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501 or equal).

10.2.1. If the Commercial General Liability form is used:

10.2.1.1. Coverage A - shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.

10.2.1.2. Coverage B - shall include personal injury.

10.2.1.3. Coverage C - medical payments, is not required.

10.2.2. If the Comprehensive General Liability form is used, it shall include at least bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground (TCU) exposures.

10.3 Workers' Compensation. Tenant shall purchase and maintain Workers' Compensation insurance for statutory requirements and employer's liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee, \$1,000,000 policy limit for disease, and shall be responsible for ensuring that any subcontractor has statutory coverage. City need not be named as an Additional Insured, but a subrogation waiver endorsement is required. Workers' Compensation coverage is not required if a Verification of Automatic Exempt Status Certificate from the State of Florida is submitted.

10.4 Required Provisions of Insurance.

10.4.1. City and its designees must be named as additional insured in all third-party coverage policies of insurance.

10.4.2. All policies must be delivered to City, together with evidence of premium payment, not less than 10 days before the start of the Lease term. All

renewal policies must be delivered to City not less than 30 days before expiration of the policy.

- 10.4.3. No policy of insurance will be subject to cancellation or reduction in amount unless at least 30 days' written notice is given to City.
- 10.4.4. All insurance required hereunder shall be in addition to insurance maintained by Tenant on other locations or shall provide separate limits of liability for the Premises.
- 10.4.5. Insurance written on a "claims made" form or provision is not acceptable without City's prior approval.
- 10.4.6. Insurance of Tenant shall include or be endorsed to include a severability of interest/cross liability provision so that City, where named as additional insured, will be treated as if a separate policy were in existence but without increasing the policy limits.
- 10.4.7. Tenant's deductibles/self-insured retentions shall be disclosed to City and may be disapproved by City. Tenant is responsible for the amount of any deductible or self-insured retention.
- 10.4.8. These insurance requirements shall not relieve or limit the liability of Tenant. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Tenant's interest or liabilities.
- 10.4.9. Insurance required of Tenant, or any other insurance of Tenant shall be considered primary and insurance or self-insurance of City shall be considered excess, as may be applicable to claims against City which arise out of this contract.
- 10.5 Certificates. Tenant shall provide a Certificate of Insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A, showing the "City of Ocala" as an Additional Insured. The certificate holder on the Certificate of Insurance should be: City of Ocala, Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, Florida 34471, E-Mail: vendors@ocalafl.org. Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. Tenant must provide TEN (10) days written notice to the City in the event of cancellation. (*Non-rated insurers must be pre-approved by the City Risk Manager).
- 10.6 Prohibited Conduct Effecting Insurance. Tenant may not perform or fail to do any act with respect to the Café, may not use or occupy the Café, and may not conduct or operate Tenant's business, in any manner that causes City's insurance carriers to void or suspend any insurance, or that causes them to increase the premiums above the amounts that would usually have been in effect for the occupancy under this Lease. Tenant may not permit or suffer another person to do so with respect to the Café. City agrees that Tenant's use as of the commencement date shall not be deemed to cause any such cancellation or increase.

- 10.7 Tenant's Insurance. Tenant shall be responsible for carrying such insurance as Tenant may desire to protect Tenant's own equipment, contents, personal property and other property on the Premises, and business loss insurance.
- 10.8 Indemnification. Tenant agrees to indemnify, defend, and hold City harmless from and against any and all liabilities, claims, or damages for any injury to or death of any person or persons or damage to property caused by the negligence or willful misconduct of Tenant, its invitees, agents and employees, or by a default by Tenant under this Lease, whether or not a lawsuit is filed. Tenant agrees to indemnify City against all loss, claims, fines, penalties or damages resulting from any generation, use, treatment, storage or release of any hazardous or toxic materials or substances or wastes at the Café during the Lease Term or resulting from any violation during the Lease Term of any environmental laws, rules or regulations applicable to the Premises or any operation conducted thereon. Tenant's grant of indemnity to City hereby survives expiration of this Lease.
- 10.9 Waiver of Subrogation. City and Tenant hereby release each other from any and all liability or responsibility (to the other or any one claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage or supplementary insurance contract casualties covered by the insurance on the Premises, even if such fire or other casualty shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's insurance policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair or prejudice the right to the releasor to recover thereunder. City and Tenant each agree that their policies will include such clause or endorsement so long as the same is obtainable and if not obtainable, shall so advise the other in writing and such notice shall release both parties from the obligation to obtain such a clause or endorsement.
- 10.10 No Waiver of Sovereign Immunity. Notwithstanding any other provision set forth in this Lease, nothing contained in this Lease shall be construed as a waiver of City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on City's potential liability under state or federal law. As such, City shall not be liable under this Lease for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, which exceeds the applicable limit of liability under applicable law (currently Section 768.28(5), Florida Statutes). This paragraph shall survive termination of this Lease.
- 10.11 Tenant Responsibility. Tenant is responsible at all times for precautions to achieve the protection of all persons, including employees and property. Tenant shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous spills,

accidents, injuries or claims or potential claims shall be reported promptly to City's Risk Management Director.

11. Liens on Premises.

11.1. Construction Liens Incurred by Tenant. Tenant shall not subject City's interest or estate to any liability under any construction or other lien law. No provisions of this Lease may be construed as to imply that City has consented to Tenant incurring such a lien. If any construction lien, *tis pendens*, or other lien is filed against the Premises or the building for any work, labor, services, or materials that a lienor claims to have performed or furnished for Tenant or any person holding through or under Tenant, Tenant must cause that lien to be canceled and discharged of record, or transferred to security, within thirty days after City gives notice to Tenant. If such a lien is filed, City may satisfy the lien, or transfer the lien to security, after giving notice to Tenant as provided in this paragraph and without limiting City's rights or remedies under this Lease. Tenant shall promptly reimburse City for any amounts expended to satisfy or transfer the lien and for any expenses incurred in connection with that satisfaction or transfer. Tenant has no right of setoff against City. Tenant's failure to cancel and discharge or transfer any lien under to this paragraph is a default by Tenant under the provisions of this Lease.

12. Assignments and Sublets.

12.1. Assignments. Tenant may not assign this Lease to another person without obtaining City's prior written consent.

13. Default By Tenant.

16.1. Events of Default. If one or more of the events set forth below (any of which is referred to hereinafter as an "Event of Default") occur, City shall have any and all rights and remedies hereinafter set forth:

13.1.1. If Tenant should fail to pay any one or more payments of Rent as and when the same become due, and fails to cure such default within ten (10) days after written notice from City;

13.1.2. If Tenant violates any other term, condition or covenant herein on the part of Tenant to be performed and such failure continues for 30 days (or two (2) business days in the event of a failure to provide insurance required hereunder) after City provides Tenant with written notice of such failure; provided, however, if the default is one which cannot be cured within such time period, Tenant will have such additional time as may be required so long as Tenant diligently pursues the remedy. Notwithstanding the foregoing, if Tenant has previously violated a term, condition, or covenant of this Lease, and is provided with notice of and an opportunity to cure such violation, any subsequent violation of the same term, condition, or covenant shall constitute an Event of Default without further notice or opportunity to cure;

- 13.1.3. If a petition in bankruptcy under any present or future bankruptcy laws (including but not limited to reorganization proceedings) be filed by or against Tenant and such petition is not dismissed within thirty (30) days from the filing thereof, or if Tenant is adjudged a bankrupt;
- 13.1.4. If an assignment for the benefit of creditors is made by Tenant; or
- 13.1.5. If of an appointment by any court of a receiver or other court officer of Tenant's property and such receivership is not dismissed within thirty (30) days from such appointment.

16.2. City's Remedies.

- 13.2.1. *Generally.* If any Event of Default occurs, City shall have the right, at its option, to pursue one or more of the following remedies, in addition to all other remedies available at law or equity:
 - 13.2.1.1. Accelerate all remaining Rent due for the duration of the term of the Lease;
 - 13.2.1.2. Terminate this Lease and thereupon reenter and take possession of the Café with or without legal process;
 - 13.2.1.3. Remove all or any part of Tenant's property from the Café and any property removed may be stored in any public warehouse or elsewhere at the cost of, and for the account of Tenant, and City shall not be responsible for the care or safekeeping thereof whether in transport, storage or otherwise. Tenant hereby waives any and all claim against City for loss, destruction or damage or injury that may be occasioned by any of the aforesaid acts.
 - 13.2.1.4. No reentry or taking possession of the Café by City shall be construed as an election on City's part to terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting without termination, City may at all times thereafter elect to terminate this Lease for such previous default. Tenant shall allow any such reentry without hindrance, and City shall not be liable in damages for any such reentry, or guilty of trespass or forcible entry.
- 13.2.2. City May Cure Tenant's Defaults. If Tenant shall default in the performing of any covenant or condition of this Lease, City may, at its sole discretion, perform the same for the account of Tenant and Tenant shall reimburse City for any expense incurred therefore together with interest thereon at the highest legal rate. This provision imposes no duty on City nor waives any right of City otherwise provided in this Lease.

14. **Default By City.**

- 14.1 City's Default. City will be deemed in default of this Lease if City fails to perform or observe any agreement or condition of this Lease on its part to be performed or

observed and if such failure continues for thirty days after Tenant provides City with written notice of such failure. If the default is one that cannot be cured within thirty days, City will have such additional time as may be required so long as City diligently pursues the remedy.

14.2 Remedies upon City's Default. If City defaults in the performance of any of the obligations or conditions required to be performed by City under this Lease, Tenant may, after giving notice as provided above, either cure the default and deduct the cost thereof from Rent subsequently becoming due hereunder, or elect to terminate this Lease; the latter event, this Lease shall terminate upon the date specified in the notice, unless City has meanwhile cured the default to the satisfaction of Tenant.

15. **Destruction or Damage to Building from Casualty.**

15.1. If the Café or any part thereof are damaged or destroyed by any casualty or any other cause of any **kind** or nature, ordinary or extraordinary, foreseen or unforeseen, insured or uninsured, Tenant shall give City immediate notice thereof, and:

15.1.1. City shall promptly repair, restore or rehabilitate the Café at City's own expense to an extent that, upon the completion of such repairs, restoration or rehabilitation, the Building shall be in the same condition as it was prior to the casualty. Any insurance proceeds available under insurance coverage for the Building shall be paid to City for such purpose; or

15.1.2. City may, in lieu of repairing, restoring or rehabilitating the Café, terminate this Lease whereupon all insurance proceeds shall be the sole and exclusive property of City.

15.2. No Rent shall be owed during any period in which the Café is unusable because of the damage or destruction.

15.3. City shall have no obligation or liability whatsoever to Tenant because of such casualty or for interruption in Tenant's quiet enjoyment, and Tenant shall not be entitled to, nor recover any damages whatsoever against City for any loss occasioned by such injury or damage.

16. **Quiet Enjoyment.** City covenants that so long as Tenant is not in default beyond any applicable cure period, Tenant is entitled to peaceful and quiet possession and enjoyment of the Premises for the Lease term, subject to the Lease provisions.

16.1. Please note that this Building houses a community recreation center, and at times, has louder than normal sound levels (from the gymnasium or other recreational activities).

17. **Eminent Domain.**

17.1. If the whole or a "Substantial" part of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then at the option of Tenant the term of this Lease shall cease as of the day possession shall be taken by such public authority and the Rent shall be paid up to that day with a proportionate refund by City of such Rent as may have been paid in advance. "Substantial" shall be

defined as the taking of any part of the Building or twenty percent (20%) or more of the Premises.

- 17.2. If an "Insubstantial" part of the Café shall be taken under eminent domain, all of the Lease terms herein provided shall continue in effect.
- 17.3. Except as provided in this paragraph, no other taking, appropriation or condemnation shall cause this Lease to be terminated. No such appropriation or condemnation proceeding shall operate as or be deemed an eviction of Tenant or a breach of City's covenant of quiet enjoyment.
- 17.4. All damages awarded and any good faith deposit made by the condemning authority for such taking under the power of eminent domain whether for the whole or a part of the Premises shall belong to and be the sole property of City whether such damages shall be awarded as compensation for the taking of the fee or diminution in value to the leasehold or to the fee of the Premises; provided, however, that Tenant shall be entitled to any part of a damage award or separate award for Tenant's business damages. Any award (excluding business damages) will be paid to City, and amount of the purchase price to be paid by Tenant upon the exercise of its option will be reduced accordingly.

18. Miscellaneous Provisions.

- 18.1. Accord and Satisfaction. If Tenant pays or City receives any amount that is less than the amount stipulated to be paid under any Lease provision, that payment is considered to be made only on account of an earlier payment of that stipulated amount. No endorsement or statement on any check or letter may be deemed an accord and satisfaction. City may accept any check or payment without prejudice to City's right to recover the balance due or to pursue any other available remedy.
- 18.2. Public Entity Crimes. As provided in Sections 287.132 through 287.133, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.
- 18.3. 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 PUBLIC HEALTH UNIT.
- 18.4. Broker Representation.
 - 18.4.1. City covenants to and represents to Tenant that City has not dealt with any real estate broker, salesperson, or agent in connection with this Lease, and agrees to indemnify and hold harmless Tenant from and against any real estate brokers claiming by, through or under City.

- 18.4.2. Tenant covenants to and represents to City that Tenant has not dealt with any real estate broker, sales person, or agent in connection with this Lease, and agrees to indemnify and hold harmless City from and against any real estate brokers claiming by, through or under Tenant.
- 18.5. Entity Tenant. If Tenant is a corporation, limited liability company or other entity, the persons executing this Lease on behalf of Tenant hereby covenant, represent and warrant that Tenant is duly organized or duly qualified (if foreign) entity and is authorized to do business in the State where the Premises is located (a copy of evidence thereof to be supplied to City upon request); and that the person or persons executing this Lease on behalf of Tenant is duly authorized to execute, acknowledge, and deliver this Lease to City (a copy of a resolution to that effect to be supplied to City upon request).
- 18.6. Enforcement. All of the terms and provisions of this Lease, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, estates, successors and permitted assigns.
- 18.7. Exclusive Venue. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Lease, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Marion County, Florida.
- 18.8. JURY WAIVER. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS LEASE, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS LEASE WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
- 18.9. Notices. All notices, certifications or communications required by this Agreement shall be given transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Tenant: Healthy Hub Ocala LLC
Tyla Roa
26 Fir Drive Trace, Ocala, FL 34472
352-840-3790
tylakennedy7@gmail.com

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
352-629-8343
notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
352-401-3972
cityattorney@ocalafl.gov

18.9.1. Each such Communication shall be deemed delivered:

- 18.9.1.2. On the date of delivery if by personal delivery;
- 18.9.1.3. On the date of email transmission if by email (subject to paragraph 17.10.5); and
- 18.9.1.4. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.
- 18.9.1.5. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.
- 18.9.1.6. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.
- 18.9.1.7. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

18.9.2. Concerning Communications sent by email:

- 18.9.2.1. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the

email was not delivered or received but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

18.9.2.2. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

18.9.2.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

18.9.2.4. The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and

18.9.2.5. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.

18.10. Governing Laws. This Lease and all transactions contemplated by this Lease shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.

18.11. Attorney's Fees. If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Lease, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Lease, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

18.12. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18.13. Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

- 18.14. Severability Clause. Provisions contained in this Lease that are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
- 18.15. Waiver.
- 18.15.1. A failure to assert any rights or remedies available to a party under the terms of this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.
 - 18.15.2. No payment by Tenant or receipt by City or its agents of a lesser amount than the Rent and other charges stipulated in this Lease shall be deemed to be other than a payment on account thereof, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and City or its agents may accept such check or payment without prejudice to City's right to recover the balance of the amount due or to pursue any other remedy provided in this Lease or by applicable law.
- 18.16. Time.
- 18.16.1. Time is of the essence of all of the provisions and terms of this Agreement.
 - 18.16.2. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.
 - 18.16.3. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 p.m. on the next ensuing business day.
 - 18.16.4. For purposes of this Agreement, "legal holiday" means: (a) the day set aside by Section 110.117, Florida Statutes, for observing New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day or Christmas Day; (b) the Friday after Thanksgiving; (c) Christmas Eve; (d) if Christmas is on weekend, the Monday after Christmas Day; and (e) any other day upon which the Clerk of the Court of Marion County, Florida, is closed for ordinary business.
- 18.17. Signatures by Facsimile or Digital Execution. It is the intent and agreement of the parties hereto that the signatures, initials and handwritten or typewritten modifications to this Lease shall be as legally binding upon the parties if in the form of a facsimile or digital execution (such as scanning and emailing) as if the original signatures, initials, and modifications were present on the documents in the hands of each party. Neither party shall assert the statute of frauds nor unenforceability or invalidity of this Lease, or any addendum or modification of this Lease, because

of the use of facsimile or digital copies and not originals in any litigation; both parties simply waive and relinquish any such defense.

18.18. Entire Understanding. This Lease represents the entire understanding and Lease between the parties with respect to the subject matter hereof and supersedes all other negotiations (if any) made by and between the parties. The provisions of this Lease may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Lease signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

18.19. **Exhibits.**

18.19.1. All exhibits attached are incorporated by reference.

18.19.2. The following exhibit are attached to this Lease.

- a. **Exhibit A** - 2024 Exhibit A - Floor Plans with Front rendering & sq ft
- b. **Exhibit B** - 2024 Exhibit B - Plan Sheets (Kitchen w. equipment list)

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IN WITNESS WHEREOF, the parties have executed this Lease on the dates set forth below.

TENANT

Date: _____ By: _____
Tyla Roa
For *Healthy Hub Ocala LLC* as its _____

CITY OF OCALA

Date: _____ By: _____
Barry Mansfield, City Council President

ATTEST

Angel B. Jacobs, City Clerk

APPROVED FOR FORM AND LEGALITY

William E. Sexton, Esq., City Attorney