

MEMORANDUM

TO: **Real Estate & Transportation Committee**
Commissioner Bill Read, Chairman
Commissioner Mike Musick
Commissioner Chad McLeod

FROM: City Attorney's Office

DATE: November 1, 2021

RE: Lease Agreement with DiMor Eats, LLC for Airport Restaurant

Attached hereto for your consideration is a proposed Lease Agreement with DiMor Eats, LLC (DiMor) for a restaurant located at 3900 Don Emerson Drive on the second floor of the Terminal Building at the Airport. In July 2021, the City's Purchasing Department issued Request for Proposal #1223 seeking qualified companies to lease the Airport's restaurant space to provide food and beverage services. The City received proposals from the following companies:

- DiMor Eats, LLC West Palm Beach, FL.
- Nom Nom Enterprises, LLC Lakeland, FL.

The proposals were ranked on criteria that included prior restaurant experience, the type of operation envisioned at the Airport, food quality and related price points, marketing efforts and financial criteria. Upon evaluation of the proposals by City staff, DiMor was selected as the most qualified company to best meet the needs of the Airport to provide high quality restaurant services. While Nom Nom Enterprises, LLC, a Lakeland business, did receive points added to its total combined evaluation score in accordance with the City's Local Preference Policy, DiMor's final evaluation score was higher.

DiMor plans to operate a restaurant at the Airport and intends to invest approximately \$3,400,000 in the facilities, with up to \$2,700,000 comprised of leasehold improvements and another \$700,000 in furniture and equipment. DiMor's restaurant menu will offer a fusion of American & European cuisine freshly prepared by internationally trained chefs. DiMor is planning to open the restaurant in late March 2022 prior to the start of the 2022 Sun n' Fun event. The investment being made by DiMor is significant and will transform the existing facility into a modern updated restaurant that will be beneficial to the Airport.

The proposed Lease is for 5,300 square feet, including an expansion of the dining room area and inclusion of the enclosed patio area. The initial term of the Lease is for a period of fifteen years (15), with an effective date of November 1, 2021, subject to City Commission approval. The Lease also provides for three (3) additional five (5) year renewal options upon mutual written agreement of the parties. Pursuant to the Lease, the base rent for November 1, 2021 through October 31, 2026 is \$5,300 per month or \$63,600 per year

(\$12.00 per square foot annually). Commencing November 1, 2026 through October 31, 2031 base rent will increase to \$6,183.33 per month or \$74,200 per year (\$14.00 per square foot annually) and for the period of November 1, 2031 through October 31, 2036 base rent is \$7,066.67 or \$84,800 per year (\$16.00 per square foot annually). Rent for any of the renewal options, if exercised, will increase the monthly base rent \$2.00 per square foot or \$883.33 per month for each renewal period.

DiMor will be responsible for payment of all utilities, with the exception of a one-time utility credit, and any applicable taxes. Due to the abbreviated timeline in completing the renovations and improvements to the facility, the Airport has agreed to provide a one-time, not-to-exceed utility credit of \$60,000 which will be applied to DiMor's utility costs, effective November 1, 2021 and continuing until that not-to-exceed amount is met in exchange for DiMor being responsible for the cost of design, purchase and installation of a walk in cooler and refrigerator that will become a permanent fixture in the lease space. Pursuant to the Lease, DiMor will also be responsible for any costs associated with the purchase and maintenance of its equipment, furniture and janitorial services, with the exception of the public restrooms in the Terminal Building. The Airport will be responsible for maintenance costs associated with the air conditioning system, pipes and exterior of the building, including the roof.

The Airport's participation, as it relates to leasehold improvements, will include the issuance of rent credits to DiMor, which will be calculated on the amount of Airport pre-approved leasehold improvements to the facility. Specifically, the rent credits will equate to 50% of the approved amount of leasehold improvements not-to-exceed \$2,500,000 spent by DiMor, resulting in a maximum rent credit of \$1,250,000. The rent credit taken in any one (1) year of the Lease term cannot exceed the base rent for that year. The rent credit will only apply to leasehold improvements and not to any costs related to the purchase of furniture, equipment or other tangible assets that could be removed by DiMor. All structural leasehold improvements will remain the property of the Airport upon termination or expiration of the Lease. The rent credits will only be applied to base rent and is not applicable to any taxes levied on the lease space. Moreover, the rent credit is not transferrable in the event of bankruptcy, sale of the business or assignment of the Lease.

It is recommended that the City Commission approve this proposed Lease with DiMor for operation of a restaurant at the Airport and authorize the appropriate City officials to finalize and execute this Lease consistent with the above-specified terms.

Attachment

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into on this 1st day of November 2021 by and between the CITY OF LAKELAND, FLORIDA, a municipal corporation (hereinafter "LANDLORD"), whose address is 228 S. Massachusetts Avenue, Lakeland, Florida and DIMOR EATS, LLC, a Florida limited liability corporation (hereinafter "TENANT"), whose address is 777 South Flagler Drive, Suite 800 West Tower, West Palm Beach, Florida 33401, collectively referred to as "Parties".

WHEREAS, LANDLORD is the owner and operator of that certain municipal airport facility known as Lakeland Linder International Airport; and

WHEREAS, the public interest and welfare will be served, and the facilities of the Lakeland Linder International Airport will be materially enhanced by providing high quality food and beverage services to the public patronizing the facilities; and

WHEREAS, TENANT is agreeable to providing the services hereunder and does otherwise desire to lease from LANDLORD that portion of the facility as hereinafter more fully described; and

WHEREAS, the City issued Request for Proposal #1223 seeking food and beverage services for Lakeland Linder International Airport and selected TENANT to provide such services.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties hereto do mutually agree, and covenant as follows:

1. DESCRIPTION OF PREMISES

LANDLORD leases to TENANT and TENANT rents from LANDLORD, as herein provided, premises located at Lakeland Linder International Airport (hereinafter "Airport")

located within the second floor of the Airport Terminal Building as described more particularly on **Exhibit "A"** (the "Leased Premises" or "Premises") attached hereto and by reference incorporated herein. The Leased Premises shall consist of approximately 5,300 square feet.

2. TERM

The initial term of this Lease is for a period of fifteen (15) years commencing on November 1, 2021 ("Effective Date") and continuing through October 31, 2036, unless otherwise cancelled or terminated as provided herein.

3. RENEWAL OPTIONS

Provided the TENANT is not in default of the Lease Agreement, the TENANT will be provided three (3) additional (5) year renewal options upon mutual written agreement of the Parties. Any renewal terms shall be in accordance with the same terms and conditions as contained herein. To indicate its intent to exercise its option for any renewal term, the TENANT shall provide written notice to the LANDLORD no later than ninety (90) days prior to the expiration of the initial term or any renewal term. Rent for any renewal term shall be negotiated between the Parties.

4. RENT

A. As consideration for the Lease herein and for the continued privilege of operating a non-exclusive food and alcoholic beverage concession, TENANT'S monthly Base Rent is established according to the schedule below, together with sales tax and other charges payable by TENANT in accordance with the express terms and conditions of this Agreement, and payable in advance on or before the fifth (5th) day of each month.

| | MONTHLY BASE RENT |
|-------------------------------------|------------------------------|
| November 1, 2021 - October 31, 2026 | \$ 5,300.00 |
| November 1, 2026 – October 31, 2031 | \$ 6,183.33 |
| November 1, 2031 – October 31, 2036 | \$ 7,066.67 |

Rent payments not received within ten (10) days of the due date shall bear a late payment fee of five percent (5%). Rent for any renewal term exercised shall be subject to an increase of Two Dollars and 00/100 (\$2.00) per square foot or Eight Hundred Eighty-Three Dollars and 33/100 (\$883.33) per month.

B. Pursuant to this Lease, TENANT may invest up to Two Million Seven Hundred Thousand Dollars and 00/100 (\$2,700,000.00) in Leasehold Improvements. In consideration of such Leasehold Improvements, LANDLORD agrees to provide TENANT with a Rent Credit which shall be applied to TENANT'S payment of Base Rent. Such Rent Credit shall be equal to fifty percent (50%) of the permanent Leasehold Improvements made to the Leased Premises by TENANT, which shall include, but may not be limited to: flooring, walls, lighting and other structural modifications (hereinafter "Leasehold Improvement(s)").

In no event shall LANDLORD include Leasehold Improvements made by the TENANT related to the purchase of furniture, equipment or other appliances for TENANT's business operations in the calculation of the Rent Credit. Only Leasehold Improvements that have been pre-approved, in writing, by the LANDLORD and made by licensed third party contractors will be eligible to be included in the Rent Credit by LANDLORD. The amount of the Rent Credit provided by LANDLORD will be based on written documentation of costs for constructing such Leasehold Improvements provided by TENANT to LANDLORD, subject to the limitations set forth in this Section.

In addition, TENANT shall be required to make any such Leasehold Improvements within nine (9) months of the Effective Date of the Lease Agreement or the opening of the restaurant operations to the public, whichever occurs first.

The maximum amount of LANDLORD's Rent Credit to TENANT for such Leasehold Improvements shall not exceed One Million Two Hundred Fifty Thousand Dollars and 00/100 (\$1,250,000.00). Any expenditure made by TENANT for Leasehold Improvements above this amount, even if pre-approved by LANDLORD, will not increase the total Rent Credit.

C. The Rent Credit calculation shall be as follows:

(1) The amount of the approved Leasehold Improvements by TENANT shall be verified by the Airport with a maximum cap of Two Million Five Hundred Thousand Dollars and 00/100 (\$2,500,000.00) to be used towards the calculation of the Rent Credit. Leasehold Improvements must be completed and paid by TENANT prior to the opening of the restaurant operations to the public or nine (9) months from the Effective Date of this Lease Agreement, whichever occurs first. Rent Credits can only be used towards Base Rent obligations. Rent Credits shall not be applied to any other costs, including ad-valorem taxes, personal property tax or any other sales tax levied against the TENANT.

(2) The verified TENANT Leasehold Improvement set forth above will be multiplied by fifty percent (50%) to determine the amount of actual Rent Credit.

(3) The Rent Credit is not transferrable or assignable to any other party, including in the event of bankruptcy, sale, assignment, or any transfer of the Lease. Any such event will negate any remaining unused Rent Credit.

(4) The Rent Credit taken in any one (1) year shall be limited to the amount of the Base Rent due for that year.

(5) If the approved Leasehold Improvements are financed by the TENANT then the term of the debt cannot exceed the initial Lease term of fifteen (15) years.

5. FACILITIES, HOURS OF OPERATION AND SERVICES

A. TENANT agrees to maintain at all times a quality restaurant facility for the purpose of providing consistently high-quality food and beverage services to the general public. All operations shall be in strict conformity with all applicable laws, regulations and ordinances, and the TENANT shall be required to obtain all necessary licenses as may be required by federal, state and local government laws or regulations. This provision shall be deemed to be a material provision of this Lease.

B. The food and drink facilities shall be operated based on the following minimum daily requirements:

(1) Dining facility: TENANT shall operate the dining facility for a minimum of one (1) meal per day for Lunch and a minimum of six (6) days per week.

(2) TENANT, at its option, may extend the hours of services as may be otherwise permitted by law and agreed to in writing by LANDLORD. TENANT may not reduce the hours of services without the prior written consent of the LANDLORD.

C. Alcoholic Beverage Sales:

(1) License: The TENANT may apply for an alcoholic beverage license as authorized by Chapter 79-488, Laws of Florida, a special act of the Legislature of the State of Florida relating to the LANDLORD. The expense of applying for, obtaining and reviewing this license shall be that of the TENANT.

(2) The TENANT may obtain, in the same manner described above, a 4COPSRX License to sell or dispense alcoholic beverages. The expense of obtaining and maintaining the license shall be borne by the TENANT.

(3) Beer and Wine Sales: So long as this Lease is in effect and TENANT is not in default, the TENANT shall have the non-exclusive right to sell or dispense beer and wine incidental to its food operation during the operating hours of the dining facility unless otherwise prohibited by law.

(4) Alcohol Sales: So long as this Lease is in effect, the TENANT shall have the non-exclusive right to sell or dispense alcoholic beverages incidental to its food operation in accordance with all applicable regulations.

D. TENANT shall promptly furnish to the LANDLORD all reports from any inspections conducted by health or other agencies regarding TENANT'S operation at the Airport.

6. UTILITIES AND FIRE EXITS

TENANT agrees to reimburse LANDLORD for any and all necessary utility services and pay all fees, deposits, charges or other assessments for such utilities. All such utility expenses shall be paid by TENANT on a monthly basis and due with its rental payment on or before the 1st day of each month as provided in Section 4 of this Agreement. Utility expenses shall include all garbage and waste removal from the Premises and all other charges included on the utility invoice, Location Number 2130057, Meter Number 21072.

The TENANT shall purchase and install a permanent walk in cooler and refrigerator at a not-to-exceed cost of Sixty Thousand Dollars and 00/100 (\$60,000.00). In consideration of this improvement and upon written documentation of such expense to LANDLORD,

LANDLORD agrees to be responsible for payment of TENANT'S utility expenses commencing November 1, 2021 and continuing until TENANT's utility expenses amount to \$60,000.00. Thereafter, TENANT shall be required to place the utilities in its name and be responsible for payment of all such utility expenses for the Leased Premises. LANDLORD'S payment of utility expenses for such improvement shall not be considered a Leasehold Improvement for the purpose of providing TENANT with a Rent Credit applied to payment of Base Rent.

TENANT shall not block any fire exit(s) on the Premises or terminal building space during the term of the Lease and any renewals thereof. TENANT shall be assessed and required to pay a fine of Two Hundred Dollars and 00/100 (\$200.00) for any documented violation submitted by LANDLORD to TENANT.

7. FIXTURES AND EQUIPMENT

TENANT agrees to provide all fixtures, furniture and appliances required by its business operation as contemplated herein.

8. INSURANCE

A. Fire and Extended Coverage - Through the term of this Agreement, TENANT shall, at its sole cost and expense, maintain insurance against the perils of fire and such perils as are included in the standard extended coverage endorsement, including vandalism and malicious mischief on furniture, fixtures and other personal property owned by TENANT or LANDLORD, if used in conjunction with the TENANT'S operation, with waiver of subrogation making LANDLORD an additional insured. Said insurance shall be written for \$100,000.00.

B. Public Liability and Property Damage Insurance - TENANT shall procure and maintain during the term of this Lease, public liability insurance with a combined single limit for bodily injury and property damage liability in an amount not less than \$1,000,000.00 including premises and operations coverage. This policy shall also include premises and operations coverage. This policy shall also include products liability and liquor liability coverage and shall name the LANDLORD, the "City of Lakeland", as an additional insured.

C. Worker's Compensation Insurance - TENANT shall procure and maintain worker's compensation insurance in the manner required by law during the life of this Lease for all of its employees engaged under the term of this Lease. This policy must include employer's liability coverage with a limit of \$100,000.00 for each accident.

D. Certificate of Insurance - Certificates of Insurance evidencing the coverage required in subparagraphs A, B and C shall be promptly furnished to the LANDLORD, but in any event, prior to TENANT'S occupancy of the Leased Premises. Certificates of Insurance shall be kept current at all times and shall provide that if the policy of policies should be cancelled by the insurance company or TENANT during the term of this Lease, at least thirty (30) days written notice prior to the effective date of such cancellation will be given to the LANDLORD. The Certificates of Insurance required by this Lease shall be submitted for approval to the LANDLORD'S Office of Risk Management, and failure of TENANT to furnish proper Certificates shall be a breach of this Lease. Except for Workers' Compensation and Professional Liability, the TENANT'S insurance policies shall be endorsed to name the LANDLORD, "City of Lakeland", as an additional insured.

9. RIGHT OF ENTRY

The Airport Director of the LANDLORD, or his designee, shall be permitted to enter the Premises at reasonable times to examine same or to make such emergency repairs therein as shall be deemed necessary by the Airport Director or to otherwise make such inspections and examinations as deemed necessary by the Airport Director.

10. INDEMNITY

TENANT does hereby covenant and agree to indemnify, defend and hold harmless the LANDLORD, its appointed Boards, authorities and Commissions, elected officials, officers and employees, individually and collectively, from all fines, suits, claims, demands or action of any kind and nature arising by reason of any and all of TENANT'S activities hereunder, except for those occasioned by LANDLORD'S gross negligence or willful misconduct. TENANT does hereby agree to and does assume all the risks in the operation of its business hereunder, and shall be solely responsible and answerable for any and all accidents or injuries to persons or property, without regard to the limits of liability insurance coverage required above. TENANT shall not at any time act or purport to act as agent of LANDLORD or any of its officers or agents. The indemnity herein is absolute and complete and includes the recovery of reasonable attorney's fees by the LANDLORD for any actions arising thereunder. To the extent this Indemnification conflicts with any provision of applicable law, regulation or statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such law, regulation or statute.

11. ASSIGNABILITY

This Lease will be only assignable with the prior written consent of the LANDLORD. The LANDLORD shall be authorized to review the viability of any assignment, including, but not necessarily limited to the financial stability of an Assignee. LANDORD retains sole

discretion and final approval of any party seeking to assume the Lease as part of the overall review process. It is mutually acknowledged by the parties that the LANDLORD is entering into this Lease in reliance upon the individual TENANT herein and as such, the Lease is personal in nature. Any remaining Rent Credit as of the date of any approved assignment shall not be transferrable and will be terminated.

12. ENFORCEMENT OF AGREEMENT

In the event any action, suit or other proceeding is brought to collect the rent due or to become due hereunder, or any portion thereof, or to take possession of said Premises or to enforce compliance with this Lease, or for failure to observe any of the covenants of this Lease, the prevailing party shall be entitled to reasonable attorney's fees.

13. TERMINATION AND DEFAULT

A. Upon the expiration or sooner termination of this Lease, the TENANT shall return to the LANDLORD the Premises hereby leased in as good condition as they are on the date of the signing of this Lease, reasonable wear and tear or loss or damage by fire, lightning, windstorm or acts of God excepted.

B. In the event that fire damage or damage by other casualty of fifty percent (50%) or more of the value of the improvements on said Leased Premises is sustained at any time, the LANDLORD shall have the option to:

(1) Terminate this Lease, in which event the rent payable by TENANT shall abate and the prepaid portion thereof refunded; or

(2) Repair said damage within a reasonable time at the LANDLORD'S expense, in which event the rent payable by TENANT shall abate for so long a time as, and

only in the event that said Leased Premises are in an untenable condition as a result of such damage.

C. Should the TENANT default in the payment of the rent or the performance of any of the promises, covenants or agreements herein made, or fail to provide services, products and other items of proper quality as reasonably determined by the Airport Director, the LANDLORD may, at its option, after giving the TENANT ten (10) days written notice, declare all future payments hereunder immediately due and payable and may, at its option, exercise any one or more of the following remedies:

(1) The LANDLORD may terminate this Lease by giving to the TENANT written notice of the LANDLORD'S intention to do so, in which event the term of this Lease shall end and all right, title and interest of the TENANT hereunder shall expire on the date stated in such notice, which shall not be less than five (5) days after the date of the notice by the LANDLORD of its intention to so terminate; or

(2) The LANDLORD may terminate the right of the TENANT to possession of the Premises or any portion thereof by giving written notice to the TENANT that the TENANT'S right of possession shall end on the date stated in such notice, which shall not be less than five (5) days after the date of the notice by the LANDLORD of its intention to so terminate the right of possession; or

(3) The LANDLORD may enforce the provisions of this Lease and may enforce and protect the right of the LANDLORD hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy.

(4) If the LANDLORD exercises either of the remedies provided for in subparagraphs (1) or (2), the LANDLORD may then or at any time re-enter the Premises in accordance with Florida law.

(5) If the LANDLORD terminates the TENANT'S right of possession pursuant to subparagraph (2), the LANDLORD may re-enter the Premises or any portion thereof and take possession of all or any portion thereof, may move any portion of the TENANT'S property thereon which the LANDLORD elects to so do, and may sublet or relet the Premises or any part thereof from time to time for all or any part of the unexpired part of the then term hereof, or for a longer period, and the LANDLORD may collect the rents from such relating or subletting and apply same first to the payment of the rents payable hereunder and in the event that the proceeds from such relating or subletting are not sufficient to pay in full the foregoing, the TENANT shall remain and be liable therefor. The TENANT promises and agrees to pay the amount of such deficiency from time to time and the LANDLORD may at any time and from time to time sue and recover judgment for any such deficiency or deficiencies.

14. PUBLIC USE OF THE LAKE LAND LINDER INTERNATIONAL AIRPORT

A. The TENANT, for itself, its successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that: 1) No person on the grounds or race, color, sex or national origin shall be excluded from participating in, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities; 2) In the furnishing of service thereon, no person on the grounds of race, color, sex or national origin shall be excluded from participating in, denied the benefits of or be otherwise subjected to discrimination; and 3) The TENANT shall use the premises in compliance with all other

requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, entitled *Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964*, and as said regulations may be amended.

In the event of breach of any of these nondiscrimination covenants, the LANDLORD shall have the right to immediately terminate the Lease and to re-enter and repossess said Premises and the facilities thereon, and hold the same as if said Lease had not been made or issued. This provision shall not be effective until the procedures provided in Title 49, Code of Federal Regulations, Part 21, are followed and completed, including any right of appeal.

B. The LANDLORD reserves unto itself for the benefit and use of the public a right of flight for the passage of aircraft in the airspace above the surface of the Premises. Any aircraft in this airspace may cause such noise as may be inherent in the operation of that aircraft in such airspace or for landing on, taking off from or operating on the Airport.

C. TENANT agrees to restrict the height of any objects or fixtures on the premises so as to not violate Part 77 of the Federal Aviation Administration Regulations.

D. TENANT agrees to utilize the Premises in such a manner as to not interfere with the normal day-to-day operations of the Airport, including flight operations.

15. NON-WAIVER

No waiver by the LANDLORD of any of the terms, covenants or conditions hereof to be performed, kept or observed by TENANT shall be construed to be, or act as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained. Acceptance of the rent by the LANDLORD for any period or periods after a default of any of

the terms, conditions and covenants herein contained shall not be deemed a waiver of any right on the part of the LANDLORD to terminate this Lease for failure by TENANT to perform, keep or observe any of the terms, covenants or conditions of this Agreement.

16. MAINTENANCE OF PREMISES

A. LANDLORD agrees to maintain and be responsible for the following items only: the air conditioning systems, the freight elevator, ductwork and sprinklers related thereto, and pipes and conduits of the demised Premises, in good repair. Landlord will provide janitorial services for the public areas including restrooms once daily. TENANT would be responsible for any additional janitorial services if required. TENANT agrees to maintain and repair all other items of the Premises in a clean state including the range hood, sinks and floor drains, grease trap, flooring, interior lights. It is the intention of the Parties that the periodic maintenance of the range hood system be performed by the TENANT on all components except the belt, including fire inspections and the cleaning of the system that is exposed on the roof. However, the LANDLORD, at its sole cost, shall coordinate the availability of a lift so the outside part of the hood system can be accessed by the TENANT. The TENANT agrees to maintain and repair all doors, including casements, whether deemed to be in the interior or exterior of the Leased Premises, all at TENANT'S expense.

B. LANDLORD agrees to keep the exterior of the building in good repair, including repair and maintenance of the roof and the structural soundness of the foundation, exterior walls, paving and curbing and any other repairs and maintenance not specifically the obligation of the TENANT. TENANT agrees to keep the interior of the Premises, including personal property, furnishings, and fixtures, in good repair and in a neat and clean appearance and to provide pest control. TENANT shall be responsible for janitorial service

and the cleaning and upkeep of the Leased Premises, including the outside garbage/trash can wash area, service entrance (including back stairwells, landings and first floor back entrance), and service elevator, including the elevator pit. The TENANT shall not perform any repairs, additions, including rewiring to electrical, and plumbing without prior written consent of LANDLORD. TENANT shall not have access to nor permit any repairmen access to any mechanical equipment without prior written consent of LANDLORD.

C. TENANT shall make no structural changes, nor any plumbing or electrical changes without prior written consent of the LANDLORD. If said consent is granted, TENANT shall obtain all permits required by law regarding such change. Any structural improvements provided by TENANT hereunder shall, at the expiration of this Lease, become the property of LANDLORD. During the term of the Lease and any renewals thereof, TENANT shall be responsible for the maintenance and repair of any Leasehold Improvements, including associated costs.

D. TENANT shall be responsible for all furniture, equipment, tables, chairs, décor, wait stations, food prep areas, bar construction or other enhancements specific to TENANT'S business operations on the Leased Premises, including any cost associated with the purchase and/or maintenance thereof.

17. TAXES

TENANT shall pay to LANDLORD, in addition to the rent due hereunder, the TENANT'S share of ad valorem real property taxes and assessments which may be levied against the Premises. Upon receipt by the City of the annual tax bill, the tax applicable to the Premises shall be determined and an invoice provided to the TENANT. The ad valorem

taxes, which shall be characterized as additional rent, shall be due within thirty (30) days of receipt of such invoice.

18. SIGNS

TENANT may erect signs at TENANT'S expense, with the consent of the Airport Director, provided that said consent shall not be unreasonably withheld. Any signs shall comply with all applicable regulations.

19. NOTICE

Notice to the LANDLORD shall be sufficient if either mailed by first class mail, postage prepaid, addressed to the Airport Director, Lakeland Linder International Airport, 3900 Don Emerson Drive Suite 210, Lakeland, Florida 33811, or delivered at such address, and notice to TENANT named herein shall be sufficient if either mailed by first class mail, to Dimor Eats, LLC, Attn: Sven Lepschy at 777 South Flagler Drive, Suite 800 West Tower, West Palm Beach, Florida 33401, or delivered at such address. Either Party may change its address at which notice is to be mailed or delivered by giving written notice of such change of address to the other party in the manner provided in this section.

20. VENUE

This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action brought to enforce or interpret this Agreement or to remove TENANT from the Premises shall be Polk County, Florida, or other U.S. District Court for the Middle District of Florida.

21. ENTIRETY OF AGREEMENT

This Lease shall be binding upon and inure to the benefit of the parties and their respective successor and assigns to the extent assignment is permitted. This Lease

constitutes the entire agreement between the parties and there are no other agreements, written or verbal, except as set forth herein.

IN WITNESS WHEREOF, the parties hereto have entered into this Lease Agreement on the date and year first written above.

Signed, sealed and delivered
in the presence of:

DIMOR EATS, LLC

Witness

By: _____

Witness

Printed Name

CITY OF LAKELAND, FLORIDA

(Seal)

By: _____
H. William Mutz
Mayor

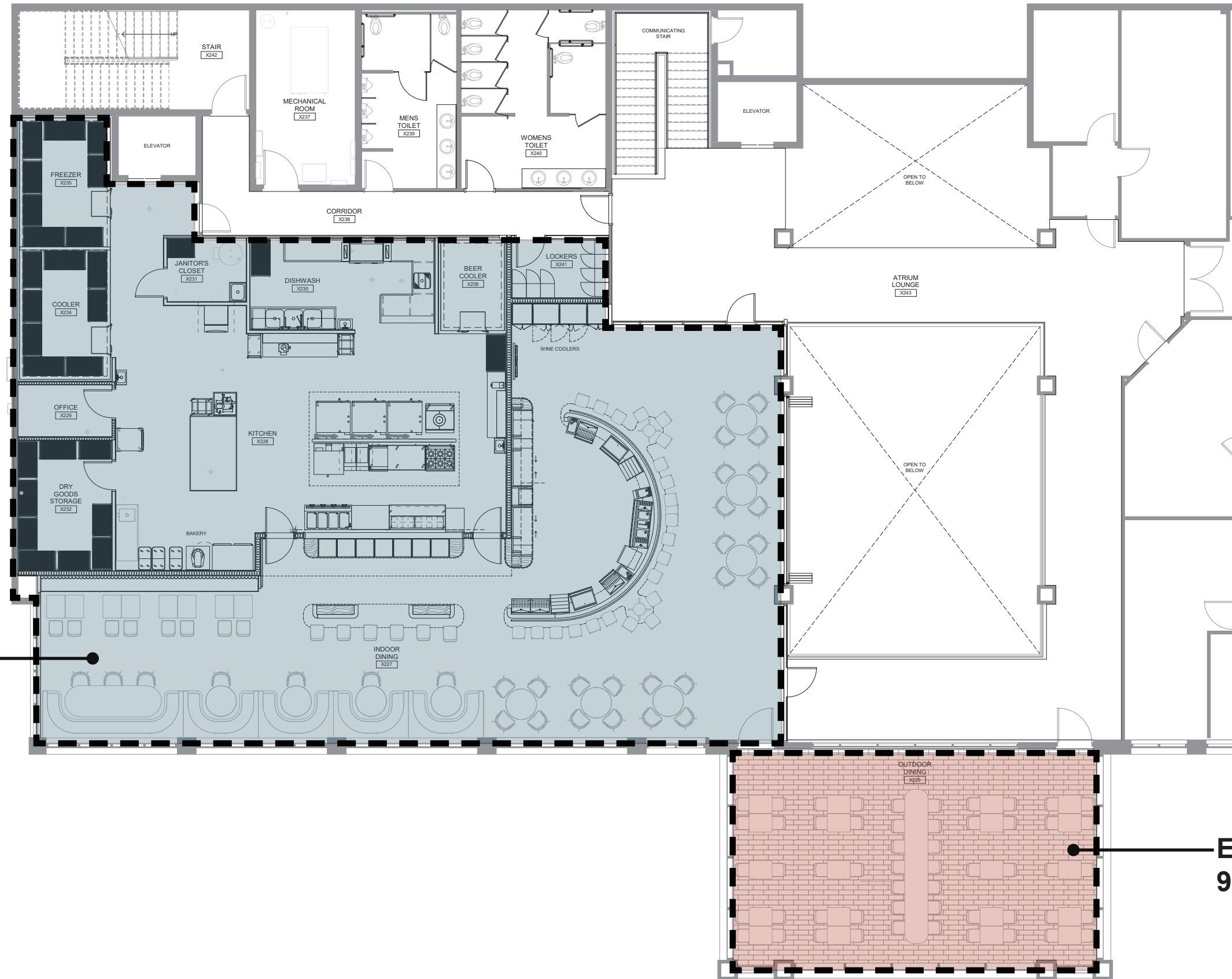
ATTEST:

By: _____
Kelly S. Koos
City Clerk

Approved as to form and correctness:

Palmer C. Davis, City Attorney

Exhibit "A"



**INTERIOR:
4400 SF**

**EXTERIOR:
900 SF**