

Lease of Retail Space(s) at the Knights Plaza

REQUEST FOR RESPONSES

RFR #2022-25KCSA



UNIVERSITY OF CENTRAL FLORIDA

Issue Date:	July 10, 2023
Due Date:	Open until filled
RFR Administrator:	Shelley King Sr Manager of Real Estate University of Central Florida Tel: 407-823-1273 Email: Shelley.King@ucf.edu

The information contained in this Request for Response (“RFR”) is confidential and proprietary to the University of Central Florida (“UCF”) and is to be used by the recipient solely for the purpose of responding to this RFR. Other use of this RFR is expressly prohibited.



1.0 Definitions

As used in this RFR, including any appendices and attachments which become a part of it, the terms below have the following meaning:

- Addendum – Written or graphic instruments issued by the University which modify or interpret the proposal documents by additions, deletions, corrections or clarifications.
- Respondent - Anyone who submits a timely offer in response to this RFR or their duly authorized representative.
- Response – The terms “response”, “offer”, and “proposal” are used interchangeably and refer to the Respondent’s documents and attachments submitted in response to this RFR.
- Minor Irregularities – Irregularities that have no adverse effect on UCF’s interest will not affect the amount of the RFR and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.
- Sales Tax - Refers to the Sales Tax (General tax) and the Discretionary Sales Surtax (County tax) that is paid to the Florida Department of Revenue, by the University, on all taxable payments received. The current rate, as of January 2023 is 6.0%. Note that all Rent and Utility payments made to the University are subject to Sales tax unless Tenant is tax exempt.
- Sublease Agreement - The formal bilateral agreement, signed by a representative of the University and the Respondent, which incorporates the requirements and conditions listed in this RFR and the Respondent’s offer.
- University’s Contract Administrator - Post award, the University’s Real Estate department.

2.0 General Description & Background Information

The objective of this RFR to enable the University of Central Florida (“UCF”) Board of Trustees to enter into a Sublease Agreement with a Tenant for the lease of retail space at the Knights Plaza facility, located on the UCF main campus adjacent to the UCF Arena and student housing. The term of the sublease will be initially for **five (5) years**. This sublease may be renewed for up to two additional 5-year terms.

Available spaces

This RFR covers **three (3) retail spaces** that are currently available for lease:

- 1) Retail 1, Bldg. 137, Space 1 (8,724 SF) – or as subdivided into up to three (3) separate spaces
- 2) Retail 1, Bldg. 137, Spaces 4 & 5 (2,932 SF) – or as subdivided into up to two (2) separate spaces
- 3) Center Retail, Bldg. 50, Space 10 (3,571 SF) - or as subdivided.

See **Appendix 1** for more detailed information on the location and layout.



Respondent will submit offer(s), including a signed Offer Form, per Section 4.0 below, directly to the University's Broker ("Broker") at the following address:

TIZON COMMERCIAL, LLC

Wendy L. Brown, Managing Director

Office/Cell: 407.375.7637

wbrown@tizon.us

or

Alan Gooch, Managing Partner

Office/Cell: 407.765.8256

agooch@tizon.us

- **This RFR will remain open until a sublease agreement is fully executed for each available space.**
- Respondent should go to the UCF Procurement website to check for any related Addendums at <https://procurement.ucf.edu/solicitations/> prior to submitting an offer to ensure the desired space is still available.
- Evaluations of submitted offers will be in accordance with the process and criteria outlined in **Section 4.0**.
- The Successful Respondent(s), if any, will enter into a Sublease Agreement with UCF, a draft of which is attached hereto as **Appendix 4**, which incorporates all terms and conditions set forth in this RFR.

University of Central Florida

The UCF Main campus is 13 miles east of downtown Orlando and adjacent to one of the top research parks in the nation. The university also has a fully accredited College of Medicine, founded in the Medical City at Lake Nona.

According to U.S. News & World Report's Best Colleges of 2019 guide, UCF ranks among the nation's 10 most innovative universities. UCF is also ranked as a best-value university by Kiplinger, as well as one of the nation's most affordable colleges by Forbes. The university confers more than 16,000 degrees each year and benefits from a diverse faculty and staff who create a welcoming environment and opportunities for all students to grow, learn and succeed.

With more than 70,000 students, UCF is the second-largest university by enrollment in the nation. UCF researchers received \$204 million in fiscal year 2020 for funded research. In Fall 2020, the freshman class had an average SAT combined score of 1332, the Burnett Honors College enrolled 1872 students, and the number of incoming National Merit Scholars ranked UCF among the top 40 colleges and universities.

The university offers 224-degree programs with 99 bachelor's, 88 master's, 34 doctoral and 3 specialists degree programs, and leads all universities in Florida in conferring more than 16,000 degrees a year. UCF is committed to innovative community partnerships, world-class research with local impact, and the integration of technology and learning from UCF's Main Campus, Hospitality Campus, Health Sciences Campus and its ten regional locations.

Additional information is available at <http://www.ucf.edu>

Knights Plaza

Knights Plaza is the “Campus Town Center” and sits at the north end of UCF’s Main Campus. The plaza includes housing for more than 2,000 students in four towers, 183,000 square feet (17,000 m²) of commercial space, a 10,000-seat Arena, and a 2,300-seat Venue at UCF Arena. The Arena hosts a diverse lineup of shows, entertainers, UCF and central Florida high school graduations and special events, and is home to UCF’s men’s and women’s basketball.



3.0 Instructions to Respondents

Communications/Inquiries

Respondent’s response to this RFR and any communications and/or inquiries by Respondents during this RFR process shall be **submitted in writing to the University’s Real Estate Broker** at the address identified in **Section 2.0**. Inquiries are preferred via email. UCF will consider only those communications and/or inquiries submitted in writing. To the extent UCF determines, in its sole discretion, to respond to any communications and/or inquiries, such response will be made in writing in the form of an addendum.



RFR Schedule

Respondents interested in submitting offers in response to this RFR shall do so according to the following schedule.

RFR Schedule	DATE / ACTION
Request for Response (RFR) Issue Date	July 10, 2023
UCF Response to Questions	UCF will respond via Addendum within 15 calendar days of Broker's receipt of question(s)
RFR Due Date	UCF will accept, reject, or enter into negotiations with Respondent(s) within 30 calendar days of receipt of offer.
Posting of "Intent to Award"	As Completed Per Space

Amendments and Addenda to the RFR

Any changes, additions, or deletions to the RFR will be in the form of written addenda issued by the University via the RFR Administrator and provided to Respondents. It is the Respondent's responsibility to check the UCF Procurement Services website (<https://procurement.ucf.edu/solicitations/>) for any Addendums related to this RFR. The University shall not be responsible for failure of any prospective Respondent to receive such addenda. All addenda so issued shall become part of this RFR.

Proposal Modifications or Withdrawal

No modification of submitted offer will be permitted in any form.

Proposal Acceptance Period

All offers shall remain valid for a period of 90 days following the submission date.

Proposal Submittal Costs

All costs incurred in the preparation and submission of proposal, related documentation, and pre-contractual expenses including Respondent presentations to UCF, will be borne by the Respondent.

Pre-contractual expenses shall mean ANY expenses incurred by the Respondent in the following manner: (1) preparing its proposal and any subsequent responses requested by UCF in response to this RFR; (2) submitting that proposal to UCF; (3) negotiating with UCF any matter related to this RFR, including a possible contract; or (4) engaging in any other activity related to this proposal prior to the effective date of award, if any, of a contract resulting from this RFR.

Marketing References



The successful Respondent shall be prohibited from making any reference to the University, in any literature, promotional material, brochures, or sales presentations without the express written consent of the appropriate UCF executive with oversight of communications and marketing.

Respondent agrees that they will not use the UCF names, abbreviation of the UCF names, trade names, intellectual properties and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UCF name, abbreviations, trade names, intellectual properties and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UCF's prior written approval.

Errors and Omissions

If the Respondent discovers any discrepancy, error, or omission in this RFR or in any of the attached exhibits, UCF should be notified immediately and a written clarification/notification will be issued to all Respondents who have been furnished a copy of this RFR. No Respondent will be entitled to additional compensation for any error or discrepancy that appears in this RFR and associated documentations.

Offer/Proposal Opening

Offers will be opened as received. Telephone, facsimile, telegraphic, and electronic mail offers, negotiations, and/or amendments to original offers shall not be accepted.

4.0 Response to RFR

All offers shall be submitted in accordance with the instructions below, accompanied by a signed Offer Form. The offer must indicate the specific space for which the offer is being submitted.

Submittal Sections:

All offers shall be initially evaluated based on weighted criteria set forth in the table below:

Evaluation Criteria	Max Points
1. Respondents Experience and Qualifications	20
2. Type of products or services offered (use of space)	20
3. Financial Terms (base rent and landlord concessions)	50
4. Facility Investment/Improvements (Finishes, Fixtures, and Equipment)	10
Evaluation of Responses Point Total	100

The Respondent shall organize its proposal into the following sections (1 – 5) and provide a response to all sections.



1. **Executive Summary**

Provide an executive summary of your RFR response.

2. **Experience & Qualifications:**

Offers will be rated based upon the number of years and the type of experience Respondent has providing services similar to those proposed for this RFR. Provide information about the business: such as number of years in business, type of business and products offered, number/location of store(s); average gross revenues; and any other information that helps distinguish you and your business.

3. **Types of products or services planned to be offered and/or use of space:**

Describe how you will use the space, and the type of products and/or services that will be offered.

4. **Financial Terms:**

- a) Indicate the “annual modified gross rent” amount you are willing to pay per square foot. Note: The minimum acceptable Rent is **\$31.00/SF** (Thirty-One Dollars) per square foot.
- b) Indicate any requested landlord concessions such as abated rent, etc.

5. **Facility Investment (Finishes, Fixtures and Equipment):**

Respondents are expected to provide details on the investment that will be made in the Sublease space. Details should include:

- a) Expected investment cost for equipment (e.g. Point-Of-Sale equipment, etc.).
- b) Expected investment cost for finishes (decor, service counters, wall/floor finishes, signage, theme presentation, etc.)
- c) Drawings, renderings, artist’s sketch, etc., depicting the look of the finished space (finishes, décor, theme, etc.) are desired.



Offer Form

Request for Response: RFR-2022-25KCSA	
Company Name:	
Company Mailing Address:	
City, State, Zip:	
Phone:	
Email:	
Name and Title (Owner, President, etc.)	
Federal Employer Identification Number:	

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same space and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Respondent and that the Respondent is in compliance with all requirements of the Request for Response, including but not limited to, certification requirements.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED), TITLE



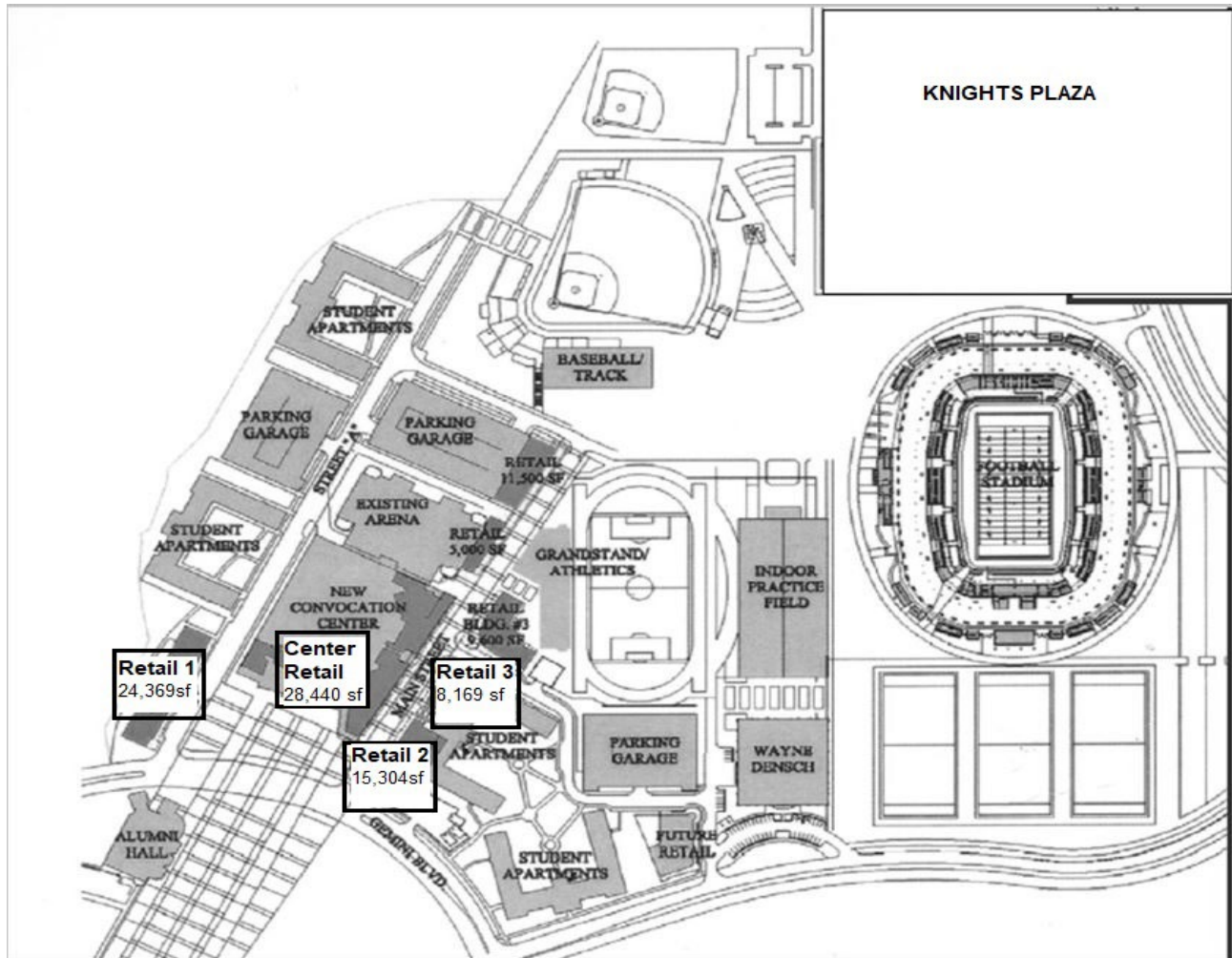
5.0 Contract Award

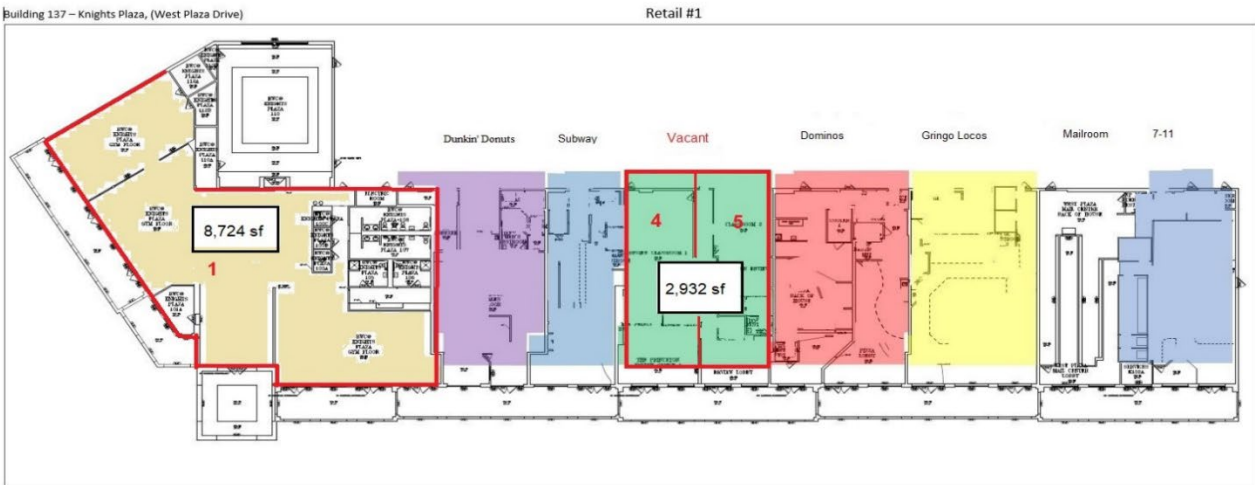
- a) UCF reserves the right to accept or reject any or all offers, make more than one award, or no award, as the best interests of University may appear. Any contract awarded pursuant to this RFR will incorporate the requirements and specifications contained in the RFR, as well the contents of the Respondent's proposal, as accepted by the University and will be in writing. The University reserves the right to waive any minor irregularities and informalities.
- b) The University reserves the right to negotiate proposal pricing, terms and conditions with the selected Respondent, in conjunction with the award criteria contained herein.
- c) In addition to material provided in the offers, UCF may request additional material/information and/or references. This RFR, the evaluation of offers and the award of any resulting contract shall be made in conformance with applicable UCF policies. UCF reserves the right to withdraw this RFR at any time. UCF shall not be obligated to pay for information obtained from or through the Respondent.
- d) The Board of Trustees may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Additionally, the Board of Trustees may not give preference to a vendor based on vendor's social, political, or ideological interests.
- e) The recommendation to award a contract, if any, to a Respondent(s) to this RFR will be posted for review by interested parties on the UCF Procurement Services webpage (<https://procurement.ucf.edu/solicitations/>) and will remain posted for a period of seventy-two (72) hours. If the Respondent desires to protest the recommendation to award a contract, the Respondent must file with UCF:
- f) A written notice of intent to protest within seventy-two (72) hours of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
- g) A formal written protest within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.
- h) A formal written protest must be accompanied by a Protest Bond payable to UCF in the amount equal to 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000; or whichever is less. The form of the Protest Bond shall be a cashier's check, bank official check or money order made payable to UCF.
- i) Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.

APPENDIX 1

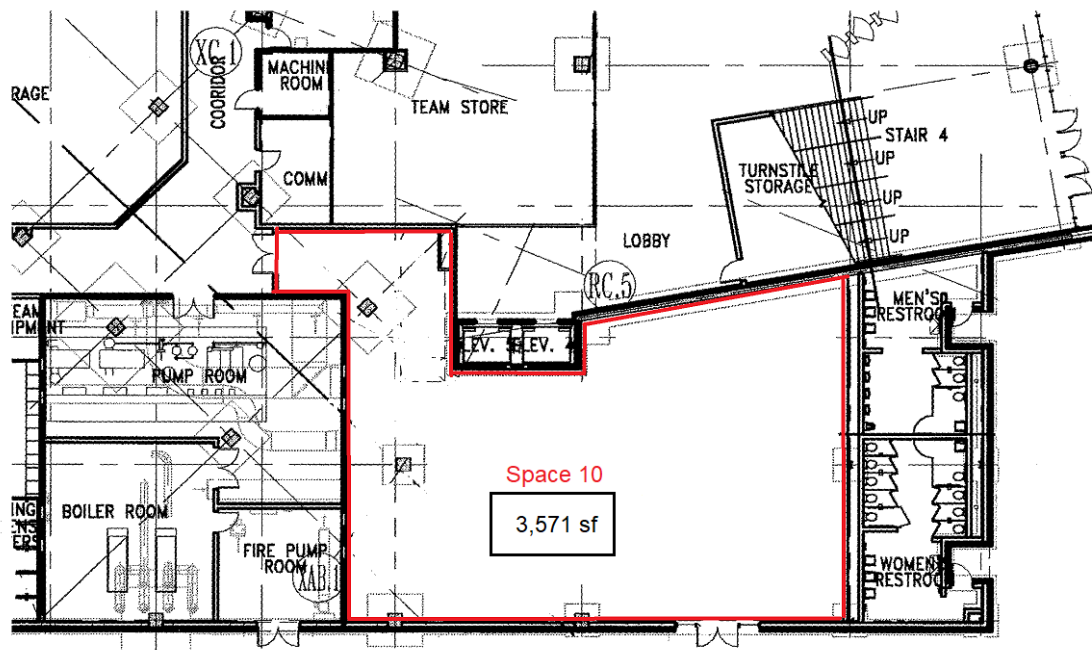


Knights Plaza Overview





Retail 1 - Space 1 (8,724 SF) and Spaces 4 & 5 (combined 2,932 SF)



Center Retail Bldg.

Center Retail Bldg: Space 10 (3,571 SF)



APPENDIX 2

SUBLEASE AGREEMENT

Sublease (fill in after award)

This UCF KNIGHTS PLAZA RETAIL SPACE SUBLEASE AGREEMENT (the “Sublease”) is made by and between **University of Central Florida Board of Trustees** herein referred to as “UCF” (the “Landlord”), and _____ (the “Tenant”), effective as of the day last signed below (“Effective Date”).

RECITALS:

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (“Trustees”) owns, and UCF leases and operates, that certain parcel of real property lying and being situated in Orange County, Florida, which is more generally depicted on **Exhibit “A”** attached hereto (the “Knights Plaza properties”) pursuant to that certain Lease 2721 dated January 22, 1974; and

WHEREAS, the Knights Plaza properties consists of leasable retail space, facilities and improvements which have been constructed and developed for the common use and benefit of all tenants of the Knights Plaza; and

WHEREAS, Tenant desires to Sublease from Landlord certain space within the Knights Plaza properties for the purpose of operating a particular retail/commercial business therein, as generally shown and depicted on the schematic floor plan attached hereto as **Exhibit “B”** (the “Premises”); and

WHEREAS all terms and conditions of RFR #XXXXXX are incorporated herein;

NOW, THEREFORE, for and in consideration of the premises hereof, the sums of money to be paid hereunder, and the mutual and reciprocal obligations undertaken herein, the parties hereto do hereby covenant, stipulate and agree as follows:

1. RECITALS. The Recitals set forth above are true and correct and are incorporated herein by this reference.

2. DEMISE. Landlord, for and in consideration of the covenants, promises and agreements herein contained and required to be kept, observed and performed by Tenant, does hereby demise, let and Sublease the Premises unto Tenant, for and in consideration of the foregoing demise by Landlord and of the covenants, promises, and agreements herein contained and required to be



kept, observed and performed by Landlord, does hereby Sublease and take as Tenant from Landlord the Premises. The Premises shall include only the space and appurtenances specifically demised and granted in this Sublease, with Landlord hereby specifically excepting and reserving for and unto itself, the ceiling or roof, as the case may be, the air space above the ceiling or roof, as the case may be, the space and ground below the floor, the dividing walls between the Premises and the adjoining premises within and the exterior walls of the Premises and Knights Plaza building, including the storefront, and the right to install, maintain, use, repair and replace conduits, utility lines, wires, pipes and duct work in the Premises.

Tenant and Landlord agree that the Premises is being Subleased by Tenant “AS-IS” and Landlord shall have no obligation to make any alterations or installations or otherwise prepare the Premises for Tenant's intended use. Landlord represents that the heating and air conditioning systems, plumbing, and electrical systems (if installed by Landlord) in the Premises will be in good working order upon the commencement of the Term, as defined herein.

3. USE. Tenant may use the Premises for [REDACTED]. Tenant shall not use or permit the Premises to be used for any other purpose whatsoever without the prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion.

4. TERM. The term of this Sublease shall begin on the Commencement Date and continue thereafter for a period of **five (5) years**, or until sooner cancelled in accordance with the terms hereof (“Term”).

- a. The phrase “Sublease Year”, as used in this Sublease, shall mean the twelve-month period commencing with the Commencement Date and expiring on the last day of the twelfth month.
- b. The term “Commencement Date”, as used in this Sublease, shall mean the date on which tenant’s improvement(s), if any, are substantially completed and Tenant is able to occupy the premises. Landlord and Tenant shall sign an acknowledgment, attached hereto as **Exhibit “C”** to affirm the Lease Commencement Date and Termination Date. Notwithstanding that the Commencement Date may be established at a later date, Tenant and Landlord acknowledge and agree that this Sublease is binding upon them as of the Effective Date.
- c. During the final one hundred and eighty (180) calendar days of the Term, Landlord and Tenant may negotiate an extension of the Sublease for up to **two additional five (5) year terms** (the “Extended” term). Any extension shall begin on the expiration of the Term and shall be on the same terms and conditions as herein set forth, subject to those terms negotiated by the Landlord and Tenant in the extension of the Sublease. Tenant shall notify Landlord of its desire to negotiate an extension in writing at least one hundred and eighty (180) calendar days prior to the expiration date of the Term.



5. RENT.

- a. Each Sublease Year, throughout the Sublease Term, Tenant shall pay to Landlord, in lawful money of the United States of America, in advance and without any prior demand by Landlord and without any deduction or set-off, except as may be expressly provided in this Sublease, an annual rate of [REDACTED] Dollars (\$XXX.00) per square foot times [REDACTED] sf, for a total of \$[REDACTED], paid in monthly installments of \$[REDACTED], plus tax (currently 6%).
- b. Rent and all other amounts becoming due from Tenant to Landlord hereunder shall be referred to collectively as "Rent" herein. Tenant shall also pay to Landlord with each payment of Rent, sales tax (currently 6%) on all payments of Rent, unless otherwise exempt by law. Rent, including sales tax, shall be made at the time, in the manner and in the amounts hereinafter specified by check or electronic funds transfer payable to Landlord, mailed or delivered to Landlord, at the address herein specified or to such other person or at such other address as Landlord may hereafter designate by written notice to Tenant.
- c. **ANNUAL ESCALATION.** After the First Sublease Year and throughout the entire Sublease Term, Rent shall be increased by three percent (3%) for the second year and each year thereafter, including any Extended Term(s).
- d. **PAYMENT OF RENT.** Upon the Commencement Date of this Sublease, Tenant shall pay the Rent on a monthly basis. Each monthly installment of Rent shall be due and payable, in advance, without demand and without any set-offs, deductions or counterclaims whatsoever, to Landlord on the first (1st) day of each month. Any Rent received after the tenth (10th) of each calendar month shall be charged a ten percent (10%) late fee. Tenant shall continue to make said monthly payments until notified by Landlord of a change thereof. The parties hereby agree that such late fee represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late fees by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. Rent payments shall be remitted to the following address:

**UCF Business Services
P.O. Box 163640
Orlando, FL 32816-3640**

- 6. SECURITY DEPOSIT.** Tenant shall pay a Security Deposit to Landlord in the amount of \$[REDACTED] (first and last month's rent) plus applicable Florida sales tax (currently 6%).



7. HOURS OF BUSINESS. Tenant shall keep the Premises and the business contemplated by this Lease to be operated and conducted thereon and therein open and available for such business activity from at least 9:00 A.M. to 9:00 P.M. each and every day, Monday through Saturday of each week and during such other periods as may from time to time be established by Landlord such as, for example, special events for game days, concerts, etc.; provided, however, that this provision shall not apply if the Premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts or similar causes beyond the reasonable control of Tenant. Tenant acknowledges that Tenant shall not be entitled to an abatement of rent due to such closure, unless it is due to the negligence or willful act of Landlord.

Tenant shall keep the Premises adequately stocked with merchandise (as applicable), and with sufficient sales personnel to care for the patronage, and to conduct said business in accordance with sound business practice. In the event of breach by the Tenant of any of the conditions contained in this Section, the Landlord shall have, in addition to any and all remedies herein provided, the right at its option to collect not only the Rent herein provided, but additional Rent at the rate of one-thirtieth (1/30) of the Rent herein provided for each and every day that the Tenant shall fail to conduct its business as herein provided; said additional Rent shall be deemed to be in lieu of any Percentage Rent that might have been earned during such period of the Tenant's failure to conduct its business as herein provided. Tenant may at its sole option close the business for vacation during the period of December 24th to January 31st, and July 15th to July 31st of each year. Tenant may open on Sundays if desired.

8. ALTERATIONS AND ADDITIONS. Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed, and any alterations, additions or improvements to or of the Premises, including but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions, or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration of the Sublease Term or the earlier termination of this Sublease, upon thirty (30) days prior written demand by Landlord, Tenant shall, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at Tenant's sole cost and expense, repair any damage to the Premises caused by such removal.

9. PROHIBITED USES. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises which will in any way increase the existing rate of or affect any fire or other insurance upon the Knights Plaza properties or any of its contents, or cause cancellation of any insurance policy covering said Knights Plaza properties or any part thereof or any of its contents. Tenant shall not



do or permit anything in or about the Premises which, in Landlord's reasonable judgment, will: (i) obstruct or interfere with the rights of other tenants or occupants of the Knights Plaza property or injure or annoy them or use; (ii) allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; or (iii) cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

10. COMPLIANCE WITH THE LAW. Tenant shall not use the Premises or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement shall be conclusive of the fact as between Landlord and Tenant.

11. COMPLIANCE WITH KNIGHTS PLAZA RULES AND REGULATIONS. The Premises and all business operations conducted on the Premises from time to time shall at all times comply with the "Knights Plaza Rules and Regulations" attached hereto as **Exhibit "E"** and promulgated by Landlord for and with respect to the operation of the Premises and the Knights Plaza, as the same may be changed, amended or modified by Landlord from time to time in Landlord's sole and absolute discretion. Landlord shall use reasonable efforts to enforce such Knights Plaza Rules and Regulations against all tenants of the Knights Plaza properties; however, Landlord shall not be liable or responsible to Tenant for the violation of any such Knights Plaza Rules and Regulations by any other tenant of the Knights Plaza or any other person or party, and the failure to enforce any such Knights Plaza Rules and Regulations against Tenant or any other tenant of the Knights Plaza shall not constitute a waiver of Landlord's right to do so. Tenant shall and hereby agrees to indemnify and save and hold harmless from and against any and all liabilities, obligations, losses, damages, injunctions, suits, actions, proceedings, claims, demands, costs and expenses of any kind or nature, including, without limitation, reasonable attorney's fees and court costs incurred by Landlord arising directly or indirectly from, on account, or by reason of Tenant's failure to comply with any such Knights Plaza Rules and Regulations.

12. REPAIRS. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord's obligations) including without limitation, the maintenance, replacement and repair of the storefront (including plate glass), doors, including any exterior metal doors and frames, windows, casements, glazing, plumbing, pipes, electrical wiring and conduits, light fixtures, including light bulb and ballast replacement. Any damage to adjacent premises caused by Tenant's use of the



Premises shall be forthwith repaired by Tenant at Tenant's sole cost and expense.

Notwithstanding the provisions of this Section, Landlord shall repair and maintain the structural portions of the Knights Plaza building, including the exterior walls and roof, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant, upon demand, shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall be responsible for the maintenance, repair, and/or replacement of the HVAC equipment, excluding any additional HVAC equipment installed by Tenant. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for thirty (30) calendar days after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as provided in Section 29, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Knights Plaza building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

13. PERMITS. Landlord shall not be responsible for any permits or fees of any nature and kind that may be required for the operation of Tenant's business. Tenant is responsible for keeping the Premises in a clean and satisfactory condition and to comply with all Health Department and/or Fire Department regulations.

14. LIENS. Notwithstanding anything to the contrary in this Sublease, the interest of Landlord in all or any part of the Premises and Knights Plaza properties shall not be subject to any such liens for improvements or work made or done by or at the instance of Tenant, whether or not the same shall be made or done with the permission of the Landlord or by agreement between Tenant and Landlord, and it is agreed that in no event shall Landlord, or the interest of Landlord in the Premises, be liable for or subjected to any construction claims of lien, or any mechanics', materialmen's, laborers', or other statutory or common law liens for improvements or work done by, or at the instance of, the Tenant, and this Sublease expressly prohibits the subjection of the interest of Landlord in the Premises to any construction claims of lien, or any mechanics', materialmen's, laborers' or other statutory or common law liens for improvements made by or at the instance of the Tenant, or concerning which Tenant is responsible for payment under the provisions of this Sublease, or otherwise, and all persons dealing with, or contracting with, Tenant are hereby put on notice of these provisions.

Prior to commencement by Tenant of any work on the Premises for which a Notice of Commencement is required pursuant to Chapter 713, Florida Statutes (or its successor), Tenant shall record such a notice in the office of the Clerk of the Circuit Court for Orange County, Florida, identifying Tenant as the party for whom such work is being performed and requiring the service of copies of all notices, liens or claims of lien upon Landlord. Any such Notice of Commencement



shall clearly reflect that the interest of Tenant in the Premises is that of a leasehold estate and shall also clearly reflect that the interest of Landlord shall not be subject to mechanic's or materialmen's liens on account of the work which is the subject of such Notice of Commencement. A copy of any such Notice of Commencement shall be furnished to and approved by Landlord and its attorneys prior to the recording thereof, as aforesaid.

Landlord, at Landlord's sole option, may require that Tenant shall provide to Landlord, at Tenant's sole cost and expense, payment and performance bonds in amounts equal to the estimated cost of any improvements, additions or alterations in the Premises which the Tenant desires to make, to insure Landlord against any liability for mechanic's and materialmen's liens and to insure completion of the work. Landlord shall be named on such bonds as co-Respondent.

15. ASSIGNMENT AND SUBLETTING. Tenant shall not, either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Sublease or any interest therein, and shall not sublet, or license, the Premises or any part hereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Landlord. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, license, occupation or use by another person. Said consent shall not be unreasonably withheld, provided the assignee has similar financial statements and experience in operating a similar business, Landlord has reviewed the necessary documents evidencing the above and the consent will not conflict with the terms of any lease agreement between Landlord and other tenants. Consent to any such assignment, license, or subletting shall in no way relieve Tenant of any liability under this Sublease. Any such assignment, license, or subletting without such consent shall be void and shall, at the option of the Landlord, constitute an Event of Default (as hereinafter defined) under the terms of this Sublease.

It is understood and agreed, by and between both parties, that if Tenant is a corporation and any transfer, sale, pledge, or other disposition of twenty-five percent (25%) or more of the common stock of the Tenant entity shall occur, such action shall be deemed an assignment subject to the terms and provisions as stated above. Assignment approval of this Lease by Landlord shall be conditioned on the reimbursement to Landlord for legal expenses which are incurred in Landlord's review of the documents effecting assignment. In the event Landlord shall consent to a sublease, license, or assignment hereunder, Tenant shall pay the fees incurred by Landlord in connection with the processing of documents necessary to the giving of such consent.

16. TENANT'S OBLIGATION TO INDEMNIFY AND HOLD HARMLESS LANDLORD. Tenant shall indemnify and hold harmless Landlord against and from any and all claims, liabilities, demands, suits judgments, costs fees and expenses, arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work or other things done, permitted or suffered by the Tenant in or about the Premises, and shall further indemnify and hold



harmless Landlord and its employees, officers, trustees, directors, designated service organizations, students, agents, and contractors against and from any and all claims, liabilities, demands, suits judgments, costs fees and expenses, arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act, failure to act, or negligence of the Tenant, or any officer, agent, employee, guest, licensee or invitee of Tenant, and from all costs, attorneys fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon and in case any action or proceeding be brought against Landlord by reason of such claim, whether suit be brought or not, and if suit be brought, at trial, on appeal and in bankruptcy. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in or upon the Premises, from any cause other than Landlord's gross negligence or willful misconduct; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises, but in any event no later than fifteen (15) days after such casualty or accident occurs. Neither Landlord nor its agents shall be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Premises or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence, gross negligence or willful misconduct of Landlord, its agents, servants or employees. Neither Landlord nor its agents shall be liable for any latent defect in the Premises. Tenant's indemnity obligations under this Section and elsewhere in this Lease arising prior to the expiration of the Lease Term or earlier termination or assignment of this Lease shall survive any such expiration, termination, subletting, license, or assignment.

17. SUBROGATION. Tenant agrees to waive its right of recovery against Landlord for any loss insured by fire, extended coverage and other property insurance policies.

18. INSURANCE. Tenant shall, at Tenant's sole cost and expense, obtain and keep in force during the Sublease Term a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be \$1,000,000 per occurrence and \$2,000,000 aggregate, or in such other amounts and with such deductibles as Landlord may from time-to-time reasonably request. Such insurance shall further insure Landlord and Tenant against liability for property damage of at least \$250,000.00, such insurance to specifically cover the Premises, including Tenant's leasehold improvements, if any. The limit of any such insurance shall not, however, limit the liability of the Tenant hereunder. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Landlord may, but will not be required to, procure and maintain same, but at the expense of Tenant. Insurance required shall be in companies rated A/XII or better in "Best's Key Rating Guide". Tenant shall deliver to Landlord, prior to right of entry, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss



payable clauses satisfactory to Landlord. No policy shall be cancelable or subject to reduction of coverage. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry. The "UCF Board of Trustees" shall be named Additional Insured on Tenant's General Liability Certificate of Insurance and Additional Insured Endorsement.

Tenant shall also provide and keep in full force and effect Workers' Compensation insurance, in a form prescribed by the laws of the State of Florida, and employers' liability insurance.

In addition, in the event that at any time during the term of this Sublease, beer, wine or other alcoholic beverages or liquors are sold (or given away) upon, within or from the Premises (it being understood and agreed, however, that the foregoing provision shall not by implication authorize the use of the Premises for such purposes unless express consent of the Landlord shall be elsewhere set forth in this Sublease), Tenant shall obtain, maintain and keep in force, Dram Shop insurance with policy limits equal to those hereinabove specified with respect to liability insurance covering the full amount of potential liability from time to time provided or imposed upon the sellers of alcoholic beverages under the laws of the State of Florida and fully protecting both Tenant and Landlord (and if such insurance providing protection for the following is available, Landlord's parent company, their related, affiliated and subsidiary companies, and the officers, directors, agents and assigns of each of them) in connection with any such sales of alcoholic beverages. In the event Tenant shall fail to procure such insurance when required, as aforesaid, Landlord may procure the same at Tenant's expense and in the event, Landlord shall be unable to do so, then all sales of alcoholic beverages by Tenant shall forthwith be suspended until such coverage is in force.

19. UTILITIES. Landlord agrees to cause to be provided and maintained the necessary mains, conduits, and other facilities necessary to supply water, electricity, gas (if applicable), telephone service and sewage service to the Premises, subject to any provisions contained in this Sublease.

Tenant shall enter into an agreement with the applicable service provider and shall pay for all deposits, water, gas, heat, electrical, power, sewer charges, telephone/internet/wireless service, garbage service, janitorial service and all other services and utilities supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Tenant, or available from an applicable third-party service provider, then Tenant shall pay a pro-rata share of all charges jointly metered with other premises. Notwithstanding any conditions herein, should any governmental regulatory body assess additional sewer or water impact fees as a result of Tenant's use, then Tenant agrees to pay said fees to meet its sewer or water usage requirements.

Tenant shall be solely responsible for and shall promptly pay all charges for electricity, water, gas, telephone service, sewage service and other utilities furnished to the Demised Premises (including without limitation, all tap fees and similar assessments made in connecting the Demised Premises to such utilities) and shall promptly pay any maintenance charges therefore.



Landlord may, if it so elects, furnish one or more utility services to Tenant, and in such event, Tenant shall purchase such services as are tendered by Landlord, and shall pay on demand as Operating Expenses the rates established therefor by Landlord which shall not exceed the rates which would be charged for the same services if furnished directly by the local public utility companies. Landlord may at any time discontinue furnishing any such service without obligation to Tenant other than to connect the Demised Premises to the public utility. Tenant shall not overload any utility system or any transmission equipment such as wiring, main, pipes, conduits, valves or connections in or serving the Demised Premises or any other system or equipment, or make any use of them so as to constitute a hazard. Landlord shall not be liable to Tenant, or any other person or entity whatsoever, for abatement of any rent as a result of, or for any other loss or damages whatsoever occurring in connection with, any interruption or failure whatsoever in utility services however caused, except when such failure results from Landlord's negligent acts or omissions. Tenant shall comply with all terms and provisions of this Sublease notwithstanding any such failure or interruption.

20. PERSONAL PROPERTY TAXES. Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the Sublease Term upon all of Tenant's Sublease hold improvements, equipment, furniture, fixture, and any other personal property located in the Premises. In the event any or all of the Tenant's Sublease hold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (20) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

21. SURRENDER OF PREMISES. Tenant shall, on or before the last day of the Sublease Term or upon the sooner termination thereof, peaceably and quietly surrender and deliver the Premises to Landlord "broom clean" in good order, condition and repair, reasonable wear and tear (and damage by fire or other casualty if the termination is pursuant to Section 29) excepted, and free and clear of liens and encumbrances. Except as directed by Landlord pursuant to Section 8 hereof, Tenant shall not be required to remove any Landlord- approved improvements made to the Premises at the time of surrender.

22. RENOVATION UPON EXPIRATION. Upon the expiration of the Lease Term or earlier termination of this Lease, if it is necessary for the Landlord to expend any monies in an amount greater than the Security Deposit held in order to put the Premises in a clean, leasable condition, Tenant agrees to pay, within thirty (30) days of Landlord's notice to Tenant of same, the difference between the amount of the Security Deposit held and the cost of such basic renovation.

23. HOLDING OVER. If Tenant or any other person or party shall remain in possession of the Premises or any part thereof following the expiration of the Sublease Term or earlier termination of this Sublease without an agreement in writing between Landlord and Tenant with



respect thereto, the person or party remaining in possession shall be deemed to be a tenant at sufferance, and during any such holdover, the Rent payable under this Sublease by such tenant at sufferance shall be double (2x) the rate or rates in effect immediately prior to the expiration of the Sublease Term or earlier termination of this Sublease. In no event, however, shall such holding over be deemed or construed to be or constitute a renewal or extension of this Sublease.

24. ENTRY BY LANDLORD. Landlord reserves, upon reasonable notice to Tenant, the right to enter the Premises to inspect the same, to submit the Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Knights Plaza building of which the Premises are a part that Landlord may deem necessary or desirable, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or 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 occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key which will unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant, except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be forcible or unlawful entry into the Premises, or an eviction of Tenant from the Premises or any portion thereof.

25. TENANT'S DEFAULT. The occurrence of any one or more of the following events shall constitute an "Event of Default" and a breach of this Sublease by Tenant:

- a. Subject to the hours of business and permitted closure period set forth in Section 7 hereof, the vacating, closing, or abandonment of the Premises by Tenant for more than three (3) business days without the prior written consent of Landlord.
- b. The failure by Tenant to make any payment of Rent or another payment required to be made by Tenant hereunder, if and when due, where such failure shall continue for a period of five (5) business days after written notice thereof is sent by Landlord to Tenant.
- c. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Sublease to be observed or performed by the Tenant, other than described in Section 25(b) above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant

- commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- d. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days), or the appointment of a trustee or a receiver to take a possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Sublease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Sublease, where such seizure is not discharged within thirty (30) days.

26. LANDLORD'S REMEDIES ON DEFAULT. In the event of any Event of Default or breach by Tenant, then the entire amount of monies due under this Sublease for the full Sublease Term shall immediately become due and payable to Landlord and Landlord may, at any time thereafter, in Landlord's sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such Event of Default or breach:

- a. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Sublease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Sublease. Unpaid installments of Rent or other sums, including any late fees charged thereon, shall bear interest from the eleventh (11th) day of the calendar month it was due to be paid at the rate of the lesser of eighteen percent (18%) per annum or the highest rate of interest then allowable pursuant to Section 687.02, Florida Statutes (or its successor) until paid. All personal property, fixtures, and equipment belonging to Tenant may be attached by the Landlord to satisfy payment of all past due Rent.
- b. Maintain Tenant's right to possession, in which case this Sublease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under the Sublease, including the right to recover the Rent and any other charges as may become due hereunder and the Landlord may, at his option, forthwith cancel this Sublease, or Landlord may enter the Premises as the agent of the Tenant, without being liable in anyway therefore, and re-let the Premises, with or without any furniture that may be therein, as the agent of the Tenant



at such price and upon such terms and for such duration of time as the Landlord may determine, and receive the rent therefore, applying the same to the option of the Rent due by these presents, and if the full Rent herein provided shall not be realized by Landlord over and above the expenses to Tenant in such re-letting, then Tenant shall promptly pay any deficiency.

- c. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Florida.

27. DEFAULT BY LANDLORD; TENANT'S REMEDIES. Landlord shall not be in default under this Sublease unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed to trust covering the Premises, whose name and address shall theretofore have been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligations, provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance thereof then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Sublease as a result of Landlord's default and Tenant's remedies shall be limited to the damages specified in Section 28 and/or injunctive relief.

28. LIMITED LIABILITY OF LANDLORD. Anything to the contrary in this Sublease notwithstanding, Tenant hereby acknowledges and agrees that the obligations of the Landlord under this Sublease are limited obligations of the Landlord payable only from the revenues and proceeds derived from the Premises. The obligations of the Landlord under this Sublease shall not be deemed to constitute a general debt, liability or obligation, or a pledge of the full faith and credit or taxing power, of the Landlord or of the State of Florida or of any political subdivision thereof, but shall be payable solely from the revenues and proceeds to be derived by Landlord from the Premises, and not from any other assets of Landlord.

Tenant hereby further acknowledges and agrees that no recourse shall be had for any claim based upon or arising out of or in connection with this Sublease against any officer, agent or employee, past, present or future, of the Landlord or of any successor body, as such, either directly or through the Landlord or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or by any legal or equitable proceeding or otherwise.

29. RECONSTRUCTION. In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair same, and this Sublease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Base Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such



repairs shall reasonably interfere with the business carried on by the Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of Rent. In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall forthwith repair the same, provided the extent of the destruction be less than ten percent (10%) of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of ten percent (10%) or more of the full replacement cost of the Premises, then Landlord shall have the option: (1) to repair or restore such damage, this Sublease continuing in full force and effect, but the Base Rent to be proportionately reduced as herein provided above in this Section; or (2) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Sublease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Sublease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and the Base Rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by the Tenant in the Premises, shall be paid up to the date of such termination. Notwithstanding anything to the contrary contained in this Section, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Section occurs during the last twelve (12) months of the term of this Lease or any extension thereof. Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any Sublease hold improvements, fixtures, or other personal property of Tenant.

30. PARKING AND COMMON AREA. Landlord covenants that common and paid-parking areas (street parking and Parking Garage F) shall be at all times available for the non-exclusive use of Tenant during the Sublease Term. Landlord reserves the right to change the entrances, exits, traffic lanes and the boundaries and locations of such paid-parking area or areas; provided, however, that anything to the contrary notwithstanding contained in this Section. The manner in which such areas and facilities shall be maintained and operated, and the expenditures therefore shall be at the sole discretion and under the absolute control of Landlord and the use of such areas and facilities shall be subject to such reasonable rules and regulations as Landlord shall make from time to time. Landlord shall keep said automobile paid-parking and common areas in a neat, clean and orderly condition and shall repair any damage to the facilities thereof. Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and sub-tenants, shall have the non-exclusive right in common with Landlord and other present and future owners, tenants and their agents, employees, customers, licensees and subtenants, to use said common and paid-parking areas during the entire Sublease Term, or any extension thereof, for ingress and egress and automobile parking. Tenant, in the use of said common and paid-parking areas, agrees to comply with such reasonable rules, regulations and charges for paid-parking as the Landlord may adopt from time to time for the orderly and proper operation of said common and paid-parking areas. Such rules may include, but shall not be limited to, the following: (1) the restricting of employee paid-parking to a limited designated area or areas; and (2) the regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant. Paid-parking



and parking permits for Tenants' employees are the responsibility of the Tenant.

31. SIGNS. Tenant may affix and maintain upon the glass panes and supports of the show windows and within twelve (12) inches of any window and upon the exterior walls of the Premises only such signs, advertising placards, names, insignia, trademarks and descriptive materials as shall have first received the written approval of the Landlord as to type, size, color, location, copy nature and display qualities. Anything to the contrary in this Sublease notwithstanding, Tenant shall not affix any sign to the roof. Tenant shall, however, erect one sign on the Premises, and one sign in the existing vertical sign box in front of Premises not later than the date Tenant opens for business, in accordance with a design to be prepared by Tenant and approved in writing by Landlord. Tenant agrees not to install additional signage to the Premises without the Landlord's prior written approval. Tenant shall maintain signs in presentable condition and, upon request by Landlord, shall fix any damaged or broken signs. Subject to Tenant's receipt of any required local governmental approvals and contingent upon approval from the University's Contract Administrator, Tenant may install its standard fascia signage on the external Premises as consistent with existing retail tenants' signage and in accordance with Knights Plaza signage standards. Additionally, Tenant may install temporary signage and/or promotional banners in and around the Premises and common area in connection with its grand opening programs during the first 2 (two) months of the Base Term.

32. DISPLAYS. Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, recorded music or announcements, or radio broadcasts. Tenant assumes that reasonable exterior lighting will be provided by Landlord.

33. AUCTION. Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Premises whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

34. 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 Florida. Additional information regarding radon and radon testing may be obtained from your county public health department.

35. HAZARDOUS SUBSTANCES. The term "Hazardous Materials" as used in this Sublease shall mean and refer to any pollutant, contaminant, toxic or hazardous waste (including, but not limited to, asbestos, Polychlorinated Biphenyls, and petroleum products) or any other substance,



the removal or remediation of which is required, or the generation, use, or handling of which is restricted, prohibited, regulated, or penalized by any "Environmental Laws", which term shall mean any federal, state, or local law, rule, regulation or ordinance relating to pollution or protection of the environment or hereafter enacted, including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act and the Superfund Amendments and Reauthorization Act of 1986. Tenant hereby agrees that (i) the Premises will at all times be operated in full compliance with all Environmental Laws; (ii) no activity will be conducted on the Premises that will generate any Hazardous Materials, except for activities that are part of the ordinary course of Tenant's business activities and which are specifically described in this Sublease (the "Permitted Activities"), provided said activities have been approved in advance in writing by Landlord and are conducted in accordance with all Environmental Laws, and provided further that Tenant has fully disclosed to Landlord in writing the existence, extent and nature of any such Hazardous Materials which Tenant is legally authorized and empowered to maintain on, in or under the Premises or to use in connection therewith, and provided further that Tenant has obtained and will maintain all licenses, permits and approvals required with respect thereto and is in full compliance with all the terms, conditions and requirements of such licenses, permits and approvals; (iii) the Premises will not be used in any manner for the storage of any Hazardous Materials except for the temporary storage of such materials in accordance with applicable law that are used in the ordinary course of Tenant's business undertaken by Tenant and at Tenant's sole cost and expense pursuant to all Environmental Laws. In addition, violation of any of the foregoing conditions shall be and constitute an Event of Default under this Sublease entitling Landlord to terminate this Sublease. Any such termination shall not, however, relieve Tenant of its obligations to comply with the terms of this Section regarding the removal of Hazardous Materials or of the indemnification provided herein. In addition, if Tenant fails to comply with any of the covenants of this Section, or fails to comply with any Environmental Laws, Landlord, at Tenant's sole cost and expense, may immediately commence remedial action to restore the Premises to an environmentally sound condition. Tenant agrees to immediately notify Landlord of (1) any significant release of Hazardous Materials, or other chemicals or substances and (2) the receipt of any pertinent notices or communications from any governmental authority. Tenant further agrees to provide Landlord with a letter of certification from time to time upon the request of Landlord and on each anniversary of this Sublease, certifying that Tenant has complied with all applicable Environmental Laws and requirements and the requirements of all applicable agencies and that no contamination has occurred or exists within the Premises or on the Knights Plaza property as a result of Tenant's activities. Without in anyway limiting the obligations of the Tenant, Landlord reserves the right to enter and inspect the Premises and conduct any testing, sampling borings, and analyses which Landlord, in its sole and absolute discretion, may deem necessary. Tenant further covenants and agrees that it shall not cause or allow any lien to be recorded against the Premises as a consequence of, or in any way related to, the presence, remediation or disposal of any Hazardous Materials in or relating to the Premises or the Knights Plaza property, or related in any way to the activities of Tenant, including any mechanic's materialmen's, Respondents, laborers liens or any state, federal, or local environmental liens relating to such matters.

36. SUBORDINATION. This Sublease, Tenant's interest hereunder and Tenant's leasehold interest in and to the Premises, are hereby agreed by Tenant to be and are hereby made junior, inferior, subordinate and subject in right, title, interest, lien, encumbrance, priority, and all other respects to any mortgage or mortgages now or hereafter in force and effect upon or encumbering any or all, or any combination, of the Premises and the Knights Plaza properties, or any parts thereof, and to all future modifications, extensions, renewals, consolidations and replacements of, and all amendments and supplements to any such mortgage or mortgages, and upon recording of any such mortgage or mortgages, the same shall be deemed to be prior in dignity, lien and encumbrance to this Sublease, Tenant's interest hereunder and Tenant's Sublease hold interest in and to the Premises irrespective of the dates of execution, delivery or recordation of any such mortgage or mortgages. The foregoing subordination provisions of this Section shall be automatic and self-operative without the necessity of the execution of any further instrument or agreement of subordination on the part of Tenant. However, if Landlord or the holder or proposed holder of any such mortgage or mortgages shall request that Tenant execute and deliver any further instrument or agreement of subordination of this Sublease, Tenant's interest hereunder or Tenant's Sublease hold interest in the Premises to any such mortgage or mortgages in confirmation or furtherance of or in addition to the foregoing subordination provisions of this Section, Tenant shall promptly execute and deliver the same to the requesting party. If, within thirty (30) days following Tenant's receipt of a written request by Landlord or the holder or proposed holder of any such mortgage or mortgages, Tenant shall fail or refuse or shall have not executed any such further instrument or agreement of subordination, for whatever reason, Tenant shall be in breach and default of its obligation to do so and of this Sublease and Landlord shall be entitled thereupon to exercise any and all remedies available to Landlord pursuant to this Sublease or otherwise provided by law, including, without limitation, the cancellation and termination of this Sublease without incurring any liability to Tenant on account thereof. The provisions of this Section are material considerations for and an inducement to the execution of this Sublease by Landlord and its demise of the Premises to Tenant. Accordingly, any breach or default by Tenant of its covenants and obligations hereunder shall be deemed to be and constitute a material and substantial breach and default of this Sublease by Tenant.

37. ATTORNTMENT. Tenant shall and hereby agrees to attorn, and be bound under all of the terms, provisions, covenants and conditions of this Sublease, to any successor of the interest of Landlord under this Sublease for the balance of the Sublease Term remaining at the time of the succession of such interest to such successor. In particular, in the event that any proceedings are brought for the foreclosure of any mortgage encumbering any or all, or a combination of the Premises and the Knights Plaza properties, Tenant shall attorn to the purchaser at any such foreclosure sale and recognize such purchaser as Landlord under this Sublease, subject, however, to all of the terms and conditions of this Sublease. Tenant agrees that neither the purchaser at any such foreclosure sale nor the foreclosing mortgagee shall have any liability for any act or omission of Landlord, be subject to any offsets or defenses which Tenant may have as claim against Landlord, or be bound by any advance Rent which may have been paid by Tenant to Landlord for



more than the current period in which such Rent came due.

38. WAIVER OF RIGHT TO TRIAL BY JURY. LANDLORD AND TENANT EACH EXPRESSLY AND IRREVOCABLY HEREBY WAIVE AND SHALL WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY, OR COUNTERCLAIM ASSERTED BY, EITHER LANDLORD OR TENANT, WHICH ACTION, PROCEEDING OR COUNTERCLAIM ARISES OUT OF OR IS CONNECTED WITH THIS SUBLEASE.

39. NOTICES TO PARTIES. Any notice required or permitted to be given under this Sublease shall be deemed given (i) if hand delivered to the party to be notified or (ii) within three (3) business days after being sent by United States registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Landlord:

UCF Office of Real Estate
3528 North Perseus Loop, Bldg 16A
Orlando, FL 32816

with a copy to:

Office of the General Counsel
Millican Hall, Room 360
PO Box 160015
Orlando, FL 32816-0015

If to Tenant:

with a copy to:

or such other address as may be designated by either party by written notice to the other. Any notice mailed to the last designated address of any person or party to which a notice may be or is required to be delivered pursuant to this Sublease shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the person or party to which the notice is directed or the failure or refusal of such person or party to accept delivery of the notice.

40. RELOCATION. Landlord shall have the right, in its sole and absolute discretion, to relocate Tenant within Knights Plaza upon thirty (30) days written notice to Tenant, provided that the alternative location (the "New Premises") is a space of comparable size and quality to the Premises. Prior to Tenant's relocation to the New Premises, Landlord shall advise Tenant of the



square footage of the New Premises. If necessary, Tenant's Rent, as determined in Section 5, and, shall be adjusted to reflect the square footage of the New Premises. Tenant's Rent, Association Dues and the location and the square footage of the New Premises shall be incorporated herein and made a part hereof in a writing signed by the parties hereto. Thereafter, notwithstanding anything to the contrary in this Section, all terms, conditions and provisions of this Lease shall apply to the New Premises and shall remain in full force and effect. Landlord shall directly pay relocation costs or pay a reasonable build-out allowance to tenant not to exceed \$35.00 per square foot to cover relocation costs and allow tenant to move all equipment.

41. GENERAL PROVISIONS

- a. Exhibits. Clauses, exhibits, riders, schedules and addendum affixed to this Sublease are incorporated herein and made a part hereof by this reference.
- b. Waiver. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a subsequent waiver of such term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Sublease, other than the failure of the Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding default at the time of acceptance of such Rent.
- c. Joint Obligation. If there be more than one Tenant, the obligations hereunder imposed shall be joint and several.
- d. Marginal Headings. The marginal heading and section titles to the sections of the Sublease are not a part of the Sublease and shall have no effect upon the construction or interpretation of any part hereof.
- e. Time. Time is of the essence of this Sublease and each and all of its provisions in which performance is a factor.
- f. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply and bind the heirs, successors, executors, administrators and assigns of the parties hereto.
- g. Recordation. Neither Landlord nor Tenant shall record this Sublease, but a short form memorandum hereof shall be recorded if requested by Landlord.
- h. Quiet Possession. Upon Tenant paying the Rent reserved hereunder and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire Sublease Term,



subject to all the covenants, conditions and provisions of this Sublease.

- i. Prior Agreements; Modifications. This Sublease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Sublease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Sublease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Sublease shall not be effective or binding on any party until fully executed by both parties hereto.
- j. Inability to Perform. This Sublease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of Landlord.
- k. Partial Invalidity. Any provision of this Sublease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
- l. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.
- m. Choice of Law. This Sublease shall be governed by the laws of the State of Florida.
- n. Venue. The venue of any suit or proceeding brought for the enforcement of or otherwise with respect to this Sublease shall always be lodged in the State Courts of the Ninth Judicial Circuit in and for Orange County, Florida, regardless of whether, under any applicable principle of law, venue may also be properly lodged in the courts of any other federal, state or county jurisdiction.
- o. Tenant's Statement. Tenant shall at any time and from time to time, upon not less than three (3) days written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Sublease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Sublease as so modified is in full force and effect), and the date on which the Rent and other charges, if any, are paid in advance and (b) acknowledging that there are not, to Tenant's knowledge, any incurred defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (c) setting forth the Commencement Date and expiration of the term hereof. Any such statement may be relied upon by the prospective purchaser or encumbrances of all or any portion of the Knights Plaza property of which the Premises are a part.
- p. Authority of Tenant. If Tenant is a corporation, each individual executing this Sublease



on behalf of said corporation represents and warrants that he/she is duly authorized to execute and deliver this Sublease on behalf of said corporation, in accordance with the by-laws of said corporation, and that this Sublease is binding upon said corporation.

- q. Approved by Landlord. For instances in this Sublease requiring Landlord's consent and/or approval, unless the context specifically states otherwise, Landlord's consent and/or approval may be withheld in Landlord's sole and absolute discretion.
- r. Guaranty. In order to guaranty the payment by, and performance of Tenant, Tenant shall execute the form of Guaranty attached hereto as **Exhibit "D"**.
- s. Survival of Obligations. All obligations of Tenant not fully performed as of the expiration of the Sublease Term or earlier termination of this Sublease shall survive the expiration of the Sublease Term or earlier termination of this Sublease.

42. PUBLIC RECORDS

Any contract resulting from this RFR may be canceled unilaterally by the University for refusal by the Respondent to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Respondent in conjunction with a resultant contract.

43. SECURE HANDLING OF UCF DATA

If and where applicable, the University requires Respondents and other third parties to review, accept, and integrate secure data handling requirements as part of any contract, agreement, or Service Level Agreement ("SLA") that involves the storage, transmission, processing, or collection of UCF data, or access to UCF data, by the Respondent. This Agreement is intended to ensure that UCF's security and compliance requirements are outlined and followed by the Respondent. Visit <http://www.Infosec.ucf.edu/vrm> for additional information.

44. EMPLOYEE BACKGROUND CHECKS

The Respondent assumes all liability arising out of, and is solely responsible for, conducting background checks for all of the Respondent's employees, agents, or independent contractors. The Respondent shall provide background checks for all of the Respondent's non-temporary employees, agents, or independent contractors working at UCF and shall ensure that all hires have been cleared before placement at the University. Temporary employees hired through a temporary staffing agency shall require the background checks listed herein, and Respondent may satisfy this requirement by conducting the background checks directly or having a contract with the temporary staffing agency that incorporates the same requirements.

Convictions discovered in the background check will be reviewed by Respondent's Loss Prevention and/or Human Resources department. Consideration may be given to the person's relationship to the job, how long ago the conviction occurred, the potential risk posed to



employees, customers, students, and the University and any other circumstances deemed relevant to the final determination of whether to employ or retain the person. Conviction information will be maintained by Respondent as confidential.

Background checks shall include, at a minimum, the following items:

- National Sex Offenders Registry
- Statewide criminal history background check through the Florida Department of Law Enforcement (FDLE)
- Local criminal records check through local law enforcement agencies.

Certification that such personnel, agents, and subcontractors have satisfactorily completed a background check equivalent to Level 1 Background Check standards must be furnished to the University.

Depending on the nature of the position or duties required, hiring officials may require the temporary employment agency and/or Respondents to provide evidence of additional levels of background checks performed pursuant to State of Florida Level 2 background check standards prior to commencement of work.

IN WITNESS WHEREOF, the parties have caused this Sublease to be executed as of the date last signed below.

“Landlord”

“Tenant”

**University of Central Florida Board of
Trustees**

By: _____
Print/Type Name of Executing Authority and
Title

By: _____
Print/Type Name of Executing Authority
and Title

Date: _____

Date: _____

EXHIBIT “A”

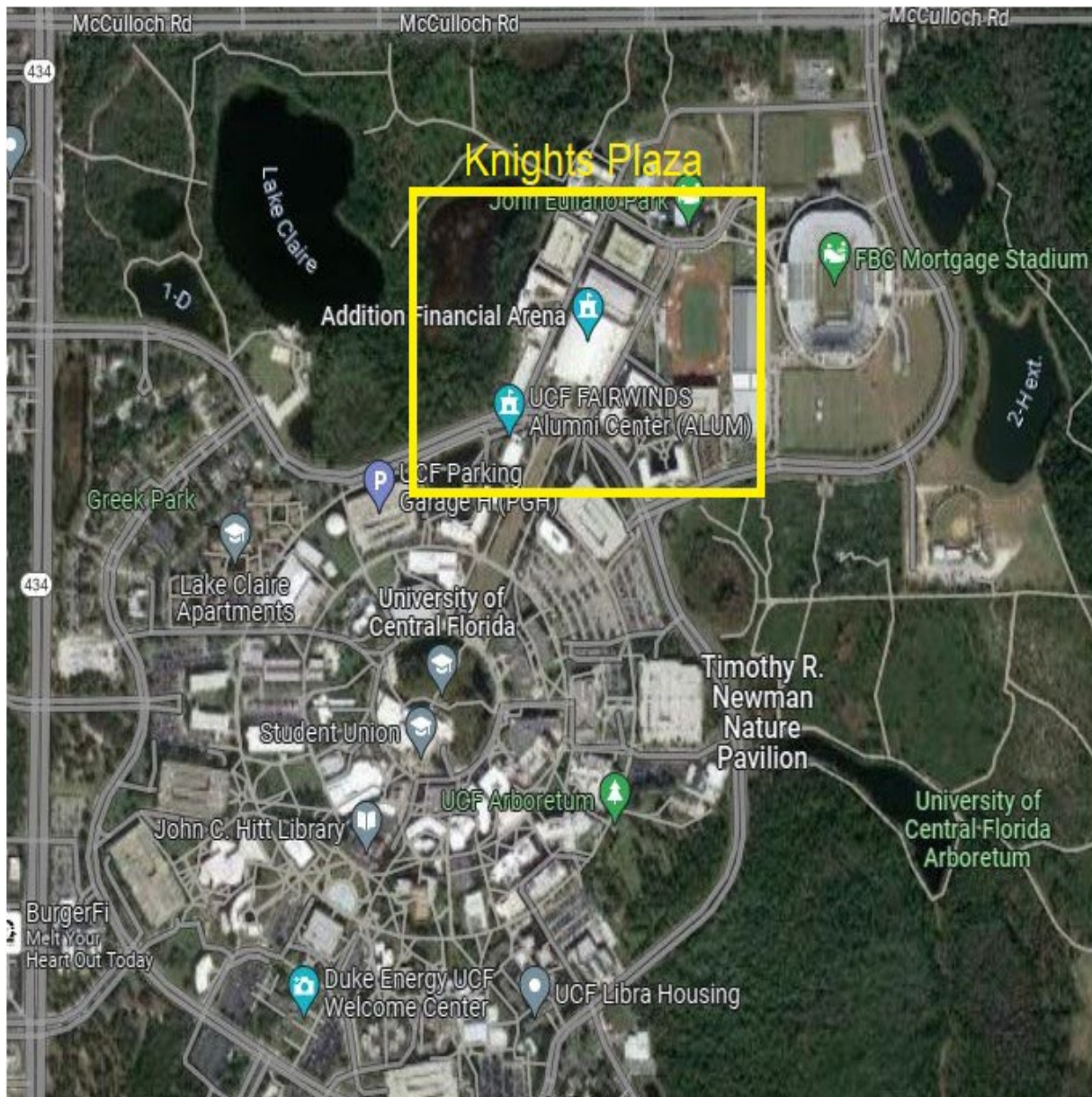


EXHIBIT “B”

(specific Premises to be inserted later)



EXHIBIT "C"

COMMENCEMENT DATE AGREEMENT

THIS AGREEMENT made this _____ day of _____ 2023, by and between University of Central Florida Board of Trustees ("Landlord"), and _____ ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a certain Sublease Agreement dated _____, 2023 (the "Sublease") for approximately _____ square feet located at Knight Plaza, UCF Main Campus, Orlando, FL 32816.

WHEREAS Landlord and Tenant desire to memorialize the Commencement Date and certain other terms of the Lease.

NOW, THEREFORE, the parties do hereby agree as follows:

1. All capitalized terms used herein and not otherwise defined herein have the meaning given in the Sublease
2. Notwithstanding any provision of the Sublease to the contrary:
 - i. The Lease Commencement Date is deemed to be mm/dd/yy; and
 - ii. The Termination Date shall be mm/dd/yy.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

"Landlord"

University of Central Florida Board of Trustees

BY: _____

Print/Type Name of Executing Authority and Title

"Tenant"

BY: _____

Print/Type Name of Executing Authority and Title



EXHIBIT "D"
GUARANTY

The undersigned (the "Guarantor(s)") hereby represent(s) and warrant(s) that he, she, it or they, as the case may be, have a legitimate interest in Tenant and/or the success of the business of Tenant contemplated by the within and foregoing Lease between UCF Convocation Corporation, as Landlord, and [REDACTED] as Tenant, dated [REDACTED] to which this Guaranty is attached and made a part (the "Lease"). In consideration of the Landlord's execution of this Lease and its demise of the Premises to Tenant thereby, and for other good and valuable considerations inuring to the benefit of the Guarantor(s), the receipt and sufficiency of which are hereby acknowledged, and as an inducement to Landlord to enter into, execute and deliver the Lease and possession of the Premises to Tenant, do or does, as the case may be hereby, jointly and severally, if more than one, personally and fully guarantee to Landlord the due, prompt and timely payment by Tenant of all Rents and other sums of money which shall or may come due to Landlord from Tenant under and pursuant to said Lease, regardless of reason or amount, and the due, prompt and timely performance by Tenant of all covenants, promises and agreements and of all duties and obligations of Tenant required to be kept, observed, performed and fulfilled by it under and pursuant to the terms and provisions of the Lease. The Guarantor(s) hereby agree(s) that their liability to Landlord under this Guaranty is direct and unconditional, and not secondary, indirect or contingent, and may be enforced by Landlord and its assigns directly against the Guarantor(s), jointly and severally, if more than one, without reference to payment or performance or the lack thereof by or from Tenant and without requiring that Landlord and its assigns first proceed against Tenant or exercise any other right or remedy or resort to or realize upon any other security. This Guaranty shall be binding upon the Guarantor(s) and his, hers, its or their personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned Guarantor(s) has or have, as the case may be, caused these presents to be executed on this _____ day of _____.

Signed, sealed and delivered in the presence of:

WITNESS

GUARANTOR

Name: _____

Name: _____

E



XHIBIT "E"

KNIGHTS PLAZA RULES AND REGULATIONS

1. The sidewalks, entries, passages, or corridors, shall not be obstructed by Tenant, its employees or agents, or used by Tenant for purposes other than ingress and egress to and from the Premises.
2. Tenant will refer all contractors, contractors' representatives and installation technicians rendering any service on or to the Premises for Tenant to Landlord for Landlord's approval and supervision before performance of any contractual service. This provision shall apply to all work performed in Knights Plaza, including installation of telephones, internet, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceiling, equipment or any other physical portion of the Knights Plaza building. Landlord agrees to give approval or withhold approval within five (5) business days.
3. No sign, advertisement or notice shall be inscribed, appointed or affixed on any part of the inside or outside of Knights Plaza unless of such color, size, and style and in such place upon or in Knights Plaza as shall first be designated by Landlord; there shall be no obligation or duty on Landlord to allow any sign, advertisement or notice to be inscribed, painted or affixed on any part of the inside or outside of Knights Plaza, except as specifically set forth in the Tenant's Sublease. Signs on doors will be painted for the Tenant by a sign writer approved by Landlord, the cost of the painting to be paid by the Tenant. No furniture shall be placed in front of the Premises or Knights Plaza or in any corridor without written consent of Landlord. Landlord shall have the right to remove all other signs and furniture without notice to Tenant and at the expense of Tenant. All fascia signage shall be submitted to Landlord for approval by Landlord and the UCF Contract Administrator.
4. Tenant agrees that upon written notice from Landlord, it will furnish to Landlord, within thirty (30) days from receipt of such notice, the state automobile license numbers assigned to the automobiles of the Tenant and its employees.
5. Tenant shall not do or permit anything to be done in the Premises, or bring to keep anything therein, which will in any way increase the rate of fire insurance on Knights Plaza, or on property kept therein, or obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the laws relating to fire, or with any regulations of the fire department, or with any insurance policy upon Knights Plaza or any part thereof, or conflict with any rules or ordinances of any governing bodies.
6. The maintenance personnel may at all times keep a pass key to Premises entry doors,



and they and other employees of the Landlord shall at all times be allowed admittance to the Premises.

7. No additional locks shall be placed upon any entry doors without the advance written consent of the Landlord. All necessary keys shall be furnished by the Landlord, and the same shall be surrendered upon the expiration of the term or the earlier termination of the term of this Sublease.
8. No windows or other openings that reflect or admit light into the corridors or passageways, or to any other place in Knights Plaza, shall be covered or obstructed by Tenant.
9. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse, or the defacing or injury of any part of Knights Plaza, shall be borne by the person who shall occasion it.
10. No person shall disturb the occupants of Knights Plaza by the use of any musical instruments or by broadcasting music outside of the Tenant's Subleased space.
11. If Tenant desires shades or awnings, such shades and awnings must be of such shape, color, materials and make as shall be prescribed by Landlord and any outside awning proposed may be prohibited by Landlord.
12. Landlord or its agents shall have the right to enter the Premises to examine the same or to make such repairs, alterations or additions as Landlord shall deem necessary for the safety, preservation or improvement of the building.
13. During the three (3) month period prior to the expiration of the term of the Sublease, the Landlord or its agents may show the Premises and may place on the windows or doors thereof, or upon the bulletin board a notice "For Rent".
14. No portion of Knights Plaza, or Premises shall be used for the purpose of lodging rooms or for any immoral or unlawful purposes.
15. All glass, locks and trimmings in or about the doors and windows and all electric fixtures belonging to the Premises shall be kept whole, and whenever broken by anyone shall be immediately replaced or repaired and put in order by Tenant under the direction and to the satisfaction of Landlord, and on removal shall be left whole and in good repair.
16. Tenant shall not install or authorize the installation of any vending machines or food preparation devices without Landlord's prior written approval.



17. Tenant shall follow and comply with the University of Central Florida Campus Alcoholic Beverages Policy and any changes, modifications, or amendments thereto.
18. Tenant shall comply with all existing and future exclusive agreements between the landlord, university and/ or other third parties (for example: UCF has an exclusive Agreement with Coca-Cola (for beverages), and Barnes & Noble (relating to the sale of apparel with the UCF logo)). Tenant is responsible to verify that its products and/or services do not conflict with any University “exclusive agreements” during the term of this Agreement.
19. Tenant shall maintain the Premises in a clean, orderly state and in compliance with the Florida Department of Professional Regulation (or other state or local regulatory agency’s) requirements for the type of entity Tenant is operating.
20. The University prohibits smoking on all university owned, operated, leased and/or controlled properties in order to maintain a healthy and safe environment for its faculty, staff, students, and visitors.