

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (this "Agreement" and/or "License") is made and entered into as of the 1 day of December, 2021 ("Effective Date"), by and between the City of Coral Gables, a Florida municipal corporation ("Licensor") and Ben and Giulio, Inc ("Licensee"). (Licensor and Licensee are sometimes singularly referred to herein as a "Party" and collectively as the "Parties").

RECITALS

A. Licensor owns that certain building located at 286 Miracle Mile, Coral Gables, Florida 33134 (the "Building").

B. Licensee wishes to temporarily use a portion of the Building identified as 290 Miracle Mile and deemed to be approximately eight hundred fifty (850) rentable square feet as more particularly described on the site plan attached hereto and made a part hereof as Exhibit "A", (the "Premises") for the purposes described herein.

AGREEMENT

THEREFORE, in consideration of the foregoing, the promises and mutual covenants set forth in this License and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein as if repeated in their entirety.

2. Grant of License; Term. Licensor hereby grants to Licensee a revocable license and permission to enter upon and use the Premises ("License") for the sole purpose of operating a pop-up retail concept consistent with Licensor's incubator program as set forth in the advertisement attached as Exhibit B ("Permitted Use"). Except as specifically set forth in this License, Licensee shall not use any portion of the Premises for any other purpose without the prior written consent of Licensor, which may be conditioned, withheld or delayed in Licensor's sole and absolute discretion. License shall be for a term commencing on the date that Licensor tenders possession, either actual or administrative, of the Premises to Licensee ("License Fee Commencement Date") and shall end the last day of the sixth (6th) full calendar month following the License Fee Commencement Date (the "Term"), and TIME IS OF THE ESSENCE. At any time during the Term, Licensor, at its sole and absolute discretion, shall have the unilateral right to terminate the Agreement by providing at least thirty (30) days advance written notice to Licensee and such termination will be effective on midnight of the last day of the calendar month following Licensee's receipt of such termination notice and TIME IS OF THE ESSENCE. At Licensor's sole and absolute discretion, Licensee shall have the option to extend the Term for an additional six (6) months.

3. License Fee. Commencing on the License Fee Commencement Date and continuing during the Term, without previous demand or notice therefor and without any setoff or

Licensor _____


Licensee ES

deduction whatsoever, Licensee shall pay Licensor monthly throughout the Term a fee of Two Thousand and 00/100 Dollars (\$2,000.00) per month ; plus any applicable sales tax thereon (the "License Fee"), prorated for any partial month at the beginning and/or end of the Term, for the License granted herein, payable on the first (1st) day of each and every month. Simultaneously with the execution of this Agreement, Licensee shall pay to Licensor a prepaid License Fee in an amount equal to first month's license fee for a total of Two Thousand and 00/100 Dollars (\$2,000.00) ("Prepaid License Fee"). The monthly Licensee Fee is inclusive of Licensee's portion of the real property taxes that are subject to ad valorem taxation, Business Improvement District Assessments, and insurance and common area expenses paid by the City. Payment of the License Fee shall commence on the date Licensor tenders delivery of the Premises to Licensee, provided, however, Licensee agrees to accept administrative possession of the Premises without the keys if Licensee fails to provide the insurance as set forth on Exhibit "C" attached hereto.

4. Permitted Use. Licensor agrees that Licensee shall have the right to utilize the Premises for the Permitted Use defined above, and that any such usage shall be to the exclusion of Licensor and all others, except that Licensor, of any of its representatives, shall have the right to enter the Premises upon giving Licensee reasonable notice or in the event of an emergency at any time, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety or preservation thereof or to otherwise make the Premises available for inspection to third parties, including without limitation insurance examiners, building inspectors, or any other professionals directed by Licensee to inspect the Premises. Licensee further agrees that in connection with the Permitted Use, (1) Licensee shall install a storefront sign in compliance with the City's Zoning Code and signage policy and all other terms in this agreement; (2) Licensee's hours of operation shall be from 11:00 a.m. through 8:00 p.m. on Mondays through Saturdays and from 11:00 a.m. through 5:00 p.m. on Sundays; (3) Licensee shall participate in City, Business Improvement District and Coral Gables Chamber of Commerce sponsored events and activities; (4) Licensee shall attend monthly meetings with the City of Coral Gables Business Development Coordinator.

Licensee, its employees, contractors, agents, and any party acting on behalf of Licensee, shall not store, use, treat, generate, or dispose of Hazardous Materials at the Premises. Hazardous Material(s) means any substance that by itself or in combination with other materials, is either (i) generally regarded injurious to public health, safety, or the environment; or (ii) now or in the future regulated by any federal, state, or local governmental authority as potentially injurious to public health, safety, or the environment. Licensee, its employees, contractors, agents, and any party acting on behalf of Licensee shall comply, and shall keep the Premises in compliance with all laws and regulations relating to Hazardous Materials and in addition ("Environmental Laws"), shall:

- (i) Promptly provide Licensor with copies of any document, correspondence, report or communication, written or oral, relating to Hazardous Materials at or affecting the Premises to or from any regulatory body or stating a basis for any potential liability or responsibility of Licensee, Licensor, or the Premises, including such documents, correspondence, reports, or communications prepared by or on behalf of Licensee. In addition, at Licensor's request, Licensee shall provide copies of any and all records and communications whatsoever relating to Hazardous Materials at or affecting the Premises; and

Licensor _____ Licensee 

- (ii) Immediately notify Licensor in the event of a suspected or confirmed release of a Hazardous Material or violation of Environmental Laws at or affecting the Premises or other property owned by Licensor and caused by or related to the operations of Licensee, its employees, contractors, agents, or any party acting on behalf of Licensee and, at Licensor's sole option, either promptly remediate or correct such release or violation to Licensor's satisfaction or reimburse Licensor's cost of remediation (including reasonable attorneys' and consultants' fees); and compensate Licensor and/or third parties for all resultant damage; and
- (iii) Upon expiration or other termination of this Agreement, remove all Hazardous Materials from the Premises caused by the acts or omissions of Licensee, its officers, agents, contractors, employees, or invitees, and at Licensor's option cause to be performed and provided to Licensor an environmental audit of the Licensed Premises, using a consultant reasonably acceptable to Licensor, and correct, at its expense, any deficiencies noted by the audit.

The provisions regarding Hazardous Materials shall survive the expiration or other termination of this Agreement.

4. Utilities. Licensor shall maintain all utilities, including without limitation, water, sewer, gas, electricity, and any other utility service furnished to the Premises during the Term ("Utilities Services").

5. Security Deposit. Simultaneously with the execution of this Agreement, Licensee shall deliver to Licensor a security deposit in the amount of one (1) month License Fee (\$2,000.00), which shall be security for the performance by Licensee of all of Licensee's obligations, covenants, conditions and agreements under this License.

Delivery of the Premises shall not occur unless the security deposit is delivered as provided herein and no extension of term will be granted for any such delay. Licensor shall not be required to maintain such security deposit in a separate account and Licensee shall not be entitled to interest on the security deposit. If Licensee breaches any of the terms of this Agreement, then after the expiration of any applicable grace or notice and cure period, if any, Licensor may use all or any part of said security deposit to compensate Licensor for damages occasioned by Licensee's breach. In the event that Licensee has fully and faithfully complied with all the terms, provisions, covenants and conditions of this License, and provided Licensee signs Licensor's standard release of Licensor's liability, Licensor agrees at the expiration or earlier termination of the Term to return said security deposit to Licensee within approximately thirty (30) days thereafter, less such portion thereof as Licensor may have appropriated to satisfy any of Licensee's obligations, or any default by Licensee under the terms of the License.

6. Condition of Premises. Licensee understands and acknowledges that (i) Licensee has inspected the Premises and accepts the Premises "AS IS" with full knowledge of the physical condition; and (ii) Licensor, its employees, representatives and agents, have not made any representation or warranty, express or implied, as to the condition of the Premises, the suitability of the Premises for Licensee's intended use or as to any other matter. Licensor and Licensee shall, together, conduct a walk-through of the Premises prior to delivery, but not before Licensor's Bank

Licensor _____ Licensee &

confirms the clearance and receipt of the License Fee due hereunder, and again upon Licensee's surrender of the Premises to inspect and document the condition thereof.

7. Maintenance and Repair; Alterations, and Signage.

(a) Licensor shall not be required to maintain, repair, improve or alter the Premises. Licensee shall be responsible for all maintenance and repairs to keep the Premises in good order and condition. Licensee shall (i) take all action necessary to prevent any damage to any portion of the Premises as a result of Licensee's use of the Premises, and (ii) provide all precautions for the safety and protection of persons (including, without limitation, invitees) and property. All cleaning, repair and restoration required to be performed by Licensee pursuant to this License shall be performed (i) at Licensee's sole cost and expense; (ii) promptly, diligently and in a good and workmanlike manner; and (iii) in accordance with good engineering practices, and all applicable local, state and federal laws, rules and regulations governing such matters. In addition to any other remedies provided for herein, in the event Licensee fails to maintain or repair the Premises and does not cure such failure within twenty-four (24) hours after notice from Licensor, Licensor shall have the right to perform or to provide for such maintenance or repair on behalf of Licensee. Licensee shall reimburse Licensor for the full cost of such maintenance and repair within five (5) days after receipt by Licensee of a statement for such work together with receipts from Licensor. Notwithstanding any of the foregoing maintenance and repair obligations, in order to ensure that the HVAC system (including the delicate cooling tower/chiller) is properly maintained, the HVAC system will be maintained by Licensor's contractor and solely at Licensor's direction ("HVAC Maintenance Services").

(b) Licensee shall not make any alterations or improvements to the Premises without Licensor's prior written consent, which consent may be withheld or conditioned in Licensor's sole and absolute discretion. Licensee shall be solely responsible for complying with any applicable governmental laws or requirements as it relates to or is triggered by such alterations or improvements, including obtaining and properly closing out any permits necessary to perform any alteration and/or improvements consented to by Licensor. Licensor shall have final aesthetic approval over Licensee's furniture, fixtures, personal property, equipment, goods and chattels which may be brought, put on or into or regularly kept at the Premises and final aesthetic approval over such item's layout within the Premises, which may be withheld in Licensor's sole judgment if the same would have an objectionable or inconsistent impact with Licensor's desired aesthetic environment.

(c) Licensee shall not erect or install any signs, lettering or placards in or around the Premises, without the prior written consent of Licensor. The form, color, materials, design, location and dimensions of any sign will be subject to Licensor's prior written approval, not to be unreasonably withheld in its capacity as Licensor, not in its regulatory capacity, and such signage shall comply with all applicable local governmental and any other regulations, laws, orders or ordinances. Licensee shall, at its sole cost and expense, remove all signage at the expiration or earlier termination of the Term and repair any damage to the Premises and/or the Building caused by the installation and removal of such signage.

Licensor _____ Licensee *CS*


8. Compliance with Laws. Licensee shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of others or injure or annoy them or use or allow the Premises to be used for any objectionable or unlawful purpose. Licensee shall not cause, maintain or permit any nuisance in or about the Premises. Licensee shall not use the Premises or permit anything to be done in or about the Premises which will in any way violate or conflict with any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. Licensee agrees that Licensee shall be responsible for any fines, fees, attorney's fees and costs assessed to the Licensor due to Licensee's violation of any law, statute, ordinance or governmental rule or regulation or requirement. Licensor may set off all or any such fines, fees, and costs against the Licensee's security deposit to the extent possible.

9. Liens. Licensee shall not suffer or permit any mechanics', materialmens' or other liens to be recorded against the Premises because of work, labor, services or materials requested by or supplied to Licensee.

10. Insurance. Delivery shall be conditioned upon the Licensee providing documented proof of insurance and Licensee and any and all vendors, contractors, and subcontractors shall, at their sole cost and expense, procure and maintain in effect during the Term, insurance coverage in the amounts set forth in Exhibit "C" attached hereto. Neither the Licensee, nor any vendors, contractors, nor subcontractors shall be permitted to mobilize upon the Premises prior to having delivered to Licensor documented proof of the insurance requirements set forth herein. Licensee agrees that it shall accept administrative possession of the Premises without the keys if Licensee fails to provide the insurance as outlined herein.

11. Indemnification. To the fullest extent permitted by laws and regulations, Licensee shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of, resulting from, or in connection with, loss of life, bodily or personal injury or property damage arising, directly or indirectly out of, or from, or on account of, any accident or other occurrence in, upon, at or from the Premises or occasioned in whole or in part through the use of the Premises, including without limitation, (i) any willful, intentional, reckless, or negligent act or omission of Licensee, or its employees, agents, contractors, invitees, guests or patrons, regardless of whether or not it is caused in part by a party indemnified hereunder and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement, or (iii) any negligent act or omission of the City or the City's officers, agents, or employees. The parties expressly agree that this provision shall be construed broadly, and Licensee's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when Licensee is alleged to have acted willfully, intentionally, recklessly, or negligently under this Agreement or in its use of the Premises.

Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

Licensor _____ Licensee 

12. Revocation. This License may be revoked by Licensor if Licensee fails to observe or perform any covenant or obligation to be observed or performed by Licensee hereunder and such failure continues for a period of one (1) day after written notice from Licensor specifying the nature of such default. No revocation hereof shall release Licensee or its respective successors or assigns from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions, or events occurring prior to the effective date of such termination.

13. Surrender; Holdover. Upon expiration or earlier termination of this Agreement, Licensee shall remove all Licensee's personal property and surrender the Premises in good condition and repair. Licensee shall clean, repair and restore the Premises to the same condition as existed prior to Licensee's entry thereon, with ordinary wear and tear. Upon completion of Licensee's use of the Premises, Licensee shall (i) clean, repair and restore the Premises to the same or better condition as existed prior to Licensee's entry thereon; (ii) remove any nails and patch any paint on the walls as needed; and (iii) repair and/or clean any carpets that contain a spill or stain. In the event that Licensee fails to timely surrender the Premises after a two (2) day notice to cure period commencing after receipt of written notice from Licensor, in accordance with this License, Licensee shall be considered a licensee at sufferance during which time Licensee shall pay to Licensor liquidated damages, to the extent permitted by law, in amount double the amount of the License Fee paid by Licensee for the last full month of the Term for each month or portion thereof that Licensee remains in possession of the Premises after the expiration or earlier termination of this License. Licensee shall defend, indemnify, and hold Licensor harmless from any and all liabilities, loss, cost and expense of every kind suffered by Licensor as a result of Licensee's holding over. The provisions of this paragraph shall survive the expiration date or sooner termination of the License.

14. Entire Agreement; Amendment. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written; pertaining to any such matters shall be effective for any purpose. No provision of this License may be modified, waived, amended or added to except by a writing signed by the party against which the enforcement of such modification, waiver, amendment or addition is or may be sought.

15. Incorporation of Exhibits. All Exhibits attached hereto and referred to herein are incorporated in this License as though fully set forth herein.

16. Attorneys' Fees. In any legal proceeding between Licensor and Licensee seeking enforcement of or attempting to construe any of the terms and provisions of this Agreement, or in connection with any of the property described herein, including, without limitation, insolvency, bankruptcy, arbitration, declaratory relief or other litigation, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including, without limitation, service of process, filing fees, court and court reporter costs, investigation costs, expert witness fees and the cost of any bonds, and reasonable attorneys' fees.

17. Assignment. This Agreement may not be assigned by Licensee without the prior written consent of Licensor, which consent may be withheld or conditioned in Licensor's sole and

Licensor _____ Licensee ES

absolute discretion. Any assignment or delegation of rights, duties or obligations hereunder, made by Licensee without the required prior written consent shall be void and of no effect. No such assignment shall be deemed to relieve Licensee from any liability or responsibility hereunder.

18. Notices. All notices required or permitted by this License shall be in writing and may be delivered in person (by hand delivery or professional messenger service) to either party or may be sent by registered or certified mail, with postage prepaid, return receipt requested or delivered by Express Mail of the U.S. Postal Service or Federal Express or any other courier service guaranteeing overnight delivery, charges prepaid, or may be transmitted by facsimile or email transmission and addressed as follows:

If to Licensee at:

ELENA STEBE
825 Fairway Dr
Miami Beach FL 33141

E-mail: benandgiules@gmail.com

If to Licensor at:

City of Coral Gables
405 Biltmore Way
Coral Gables, Florida
Attn: City Manager, piglesias@coralgables.com
cc: City Attorney, cityattorney@coralgables.com

Any such notice sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notices delivered by overnight service shall be deemed to have been given twenty-four (24) hours after delivery of the same, charges prepaid, to the U.S. Postal Service or private courier. Any notice or other document sent by any other manner shall be effective only upon actual receipt thereof. Either Party may change its address for purposes of this Section 18 by giving notice to the other Party as provided herein.

19. Inspection and Entry. Licensor and its authorized representatives shall have the right to enter upon the Premises at all reasonable times upon reasonable advance notice to Licensee to inspect the same. If Licensor deems any repairs required to be made by Licensee are necessary, it may demand that Licensee make the repairs promptly, and, if Licensee refuses or neglects to commence such repairs and complete them with reasonable dispatch, Licensor may make or cause such repairs to be made. If Licensor makes or causes such repairs to be made, Licensee shall pay to Licensor the cost of the repairs, as an additional License Fee after presentation by Licensor of a reasonably detailed invoice of such charges. During the Term of this license Licensor may have

Licensor _____ Licensee ES

reasonable access to the Premises upon at least 24 hours' prior notice to License for exhibiting the Premises to prospective tenants.

20. Real Estate Broker. Licensee and Licensor each warrant and represent to the other party that there is no real estate broker involved in this License. It is further agreed that neither Licensee nor Licensor, respectively, have had any dealing with any other real estate broker or salesman in connection with this License, and Licensee indemnifies Licensor for compensation from any other persons relating to this License as a result of a breach of the foregoing warranties or representations. This indemnification obligation shall survive expiration or earlier termination of this License.

21. Subordination. Licensee agrees that this License shall be subordinate to each and every mortgage or ground lease that is now or may hereafter be placed upon the Premises and to any and all advances to be made and all renewals, replacements, assignments, extensions and future advances of these mortgages or ground leases. Licensee agrees, upon request, to execute any document which Licensor may deem necessary to accomplish that end. If Licensee fails to do so, Licensor may execute such document in the name of Licensee, as Licensee's agent or attorney in fact.

22. Authority. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this License and that such execution is binding upon the entity for which he or she is executing this document.

23. Governing Law. This License shall be governed by, interpreted under, and construed and enforced in accordance with the internal laws of the State of Florida, venue in Miami-Dade County.

24. Headings. The headings of this License are for purposes of reference only and shall not limit or define the meaning of the provisions of this License.

25. Severability. If any paragraph, section, sentence, clause or phrase contained in the License shall become illegal, null or void, against public policy, or to otherwise be unenforceable, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining paragraphs, sections, sentences, clauses or phrases contained in the License shall not be affected thereby.

26. Waiver. The waiver of any breach of any provision hereunder by Licensor or Licensee shall not be deemed to be a waiver of any preceding or subsequent breach hereunder. No failure or delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof.

27. Time of Essence. Time is of the essence in this License as to all dates and time periods set forth herein.

28. Counterparts. This License may be executed by each of the Parties hereto in separate counterparts and have the same force and effect as if each of the Parties had executed it

Licensor _____ Licensee ES

as a single document. Counterparts to this License may be executed and delivered by facsimile or pdf./email transmission. Submission of this License to Licensee does not and shall not constitute an offer, and this License shall be null, void and of no effect unless it is fully executed by Licensor and Licensee or until the Licensor and Licensee have exchanged executed counterparts of this License as provided for herein.


29. **Photo Release.** Licensee agrees to share with Licensor any photographs, images or videos of the Building and Premises used for advertising, publicity, newspapers, brochures, magazines or newsletters, and Licensee hereby consents to Licensor taking/publishing photographs, images or videos of the Building and Premises and Licensee's signage, if any, thereon during Licensee's operation therein. Licensee hereby irrevocably releases and forever discharges Licensor, its employees, agents, successors and assigns, and representatives from any and all liability by the taking/ publishing/using of any photograph, image or video of: (i) the Building, (ii) the Premises, (iii) Licensee's signage, and (iii) the Licensee and Licensee's employees, agents, and invitees.

30. **PUBLIC RECORDS LAW, FLORIDA STATUTES CHAPTER 119.** Records subject to the provisions of Public Records Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Licensee acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by Licensor in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to Licensor for such disclosure and/or production. Licensee also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of Licensor. Furthermore, Licensee agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein.

IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, cityclerk@coralgables.com, 405 Biltmore Way, First Floor, Coral Gables, FL 33134.

31. **SOVEREIGN IMMUNITY.** Licensee acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Licensee against Licensor other than claims arising out of this Agreement. Specifically, Licensee acknowledges that it cannot and will not assert any claims against Licensor, unless the claim is based upon a breach by Licensor of this Agreement. Further, Licensee recognizes Licensor is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects Licensor's exercise of that regulatory authority. In addition, Licensor retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. Licensee acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by Licensor of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of Licensor. All obligations of the

Licensor _____ Licensee 

Licensor are only as set forth in this Agreement;

- b. Claims based upon negligence or any tort arising out of this Agreement;
- c. Claims upon alleged acts or inaction by Licensor, its commissioners, attorneys, administrators, consultants, agents, or employees;
- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the Licensor and Licensee.

[Signatures on separate page]

Licensor _____ Licensee ES

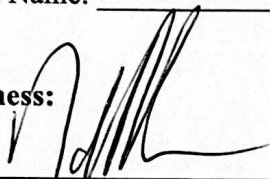
IN WITNESS WHEREOF, the parties hereto have executed this License as of the date first written above.

Witness:

Print Name: _____

Print Name: _____

Witness:



Print Name: Nahomi Van Louis

Print Name: _____

Licensor:

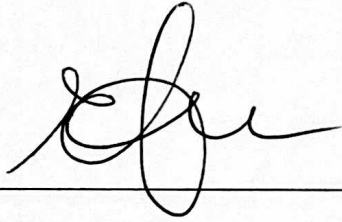
By:

_____ Name:

_____ Title:

Licensee:

By:



_____ Name:

ELENA STELE

Title:

PRESIDENT


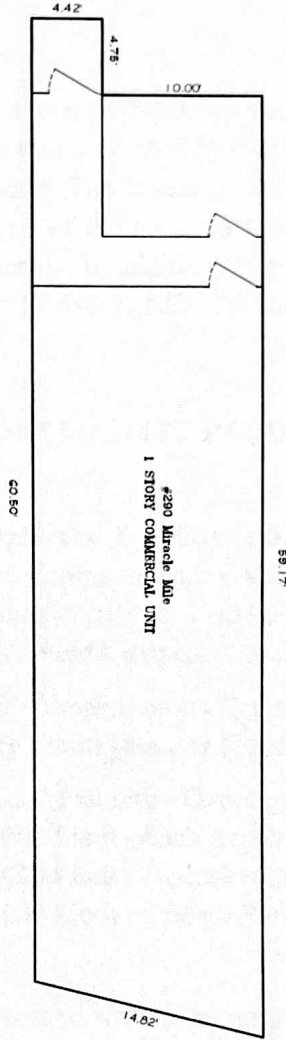
Licensor _____ Licensee 

EXHIBIT "A" - SITE PLAN



290 MIRACLE MILE
 CASILLA STREET TO CASILLA STREET

DEPARTMENT OF PUBLIC WORKS
 DIVISION OF ENGINEERING

This site plan is intended solely to depict the location of the Premises within the Building. Licensee acknowledges that the precise size and configuration of the Building and the Premises may vary from that depicted on this site plan and waives all objections claims with respect thereto. Nothing herein should be construed as a representation as to the quality or quantity of Licensor's title to the Building and/or its surrounding areas and nothing herein should be construed as a representation as to the tenants in the Building.

Licensor _____ Licensee ES

EXHIBIT "C" - INSURANCE COVERAGE

INSURANCE REQUIREMENTS

The Tenant shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

Workers' Compensation and Employers Liability Insurance covering all employees, subcontractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of this lease agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

Workers' Compensation - Coverage A
Statutory Limits (State of Florida or Federal Act)
Employers' Liability - Coverage B
\$1,000,000 Limit - Each Accident
\$1,000,000 Limit - Disease each Employee
\$1,000,000 Limit - Disease Policy Limit

Commercial General Liability Insurance written on an occurrence basis including, but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

Each Occurrence Limit - \$1,000,000
Fire Damage Limit (Damage to rented premises) - \$100,000
Personal & Advertising Injury Limit - \$1,000,000
General Aggregate Limit - \$2,000,000
Products & Completed Operations Aggregate Limit - \$2,000,000

Licensor _____ Licensee ES

Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles, with a combined single limit of liability for bodily injury and property damage of not less than:

Combined Single Limit (Each Accident) - \$1,000,000

REQUIRED ENDORSEMENTS

The following endorsements with City approved language

Additional insured status provided on a primary & non-contributory basis for all coverages except workers compensation.

Waiver of Subrogation for all required coverages.

Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. Box 100085 – CE

Duluth, GA 30096

Licensor _____ Licensee ES