



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Miscellaneous

J.5.

8/3/2021

Subject:

Board Discussion: Options Regarding Representations of Steven Powers, Lessee of Complex Cafe

Fiscal Impact:

Indeterminate: Dependent on specific action taken by the Board and the comparative use of the space should the Board choose to terminate

Dept/Office:

District 3

Requested Action:

Board discussion of Steven Power's statements and breach of contract

Summary Explanation and Background:

On July 20th, 2021, Steven Powers came before the Board to request a reduction in rent payments for the lease to the Complex Café. During this discussion, Mr. Powers stated to the Board that he personally managed the café and was not engaging in subleasing. Documentation has come to light that showing Maria Paz Jordan Pulgarin has "purchased" and is running the café.

The lease states that "Vendor agrees not to assign or sublease the leased premises, any part thereof, or any right or privilege connected therewith, or to allow any other person, except Vendor's agents and employees, to occupy the premises or any part thereof, without first obtaining County's written consent. County expressly covenants that such consent shall not be unreasonably or arbitrarily refused. One consent by County shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. Vendor's unauthorized assignment, sublease or license to occupy shall be void, and shall terminate the Contract at County's option. Vendor's interest in this Contract is not assignable by operation of law, nor is any assignment of its interest herein, without County's written consent."

In fact, Mr. Powers has entered into a contract with Maria Pulgarin to "sell both café to Maria Paz Jordan Pulgarin. . . for the price of \$120,000. Maria Paz Jordan Pulgarin will take full control of both cafes [sic]." In return, Ms. Pulgarin appears to have agreed to pay this sum in payments of \$2,000 per month, including \$1,200 rent directly to a County employee. It goes on to state that the parties "have come to agreement for Steven Powers to sell both café to Maria Paz Jordan Pulgarin [sic]." There can be no question that this is a breach of contract, and that Mr. Powers failed to present this information to the Board on July 20th, 2021.

As to the breach of contract in subleasing, the lease entered into by Mr. Powers gives the County certain options moving forward, up to and including termination of the lease, at which time it may choose to re-let the location to another private entity, repurpose it for its own use, or to make arrangements with a constitutional office in exchange for a reasonable transfer. As such, it is requested that the Board discuss its options in moving forward with this property.

Clerk to the Board Instructions:



August 4, 2021

M E M O R A N D U M

TO: John Tobia, Commissioner District 3

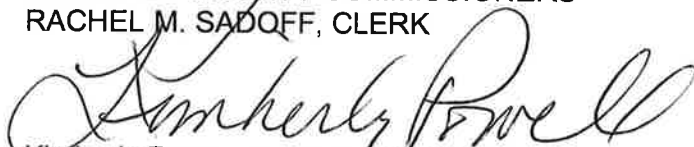
RE: Item J.5., Board Discussion: Options Regarding Representations of Steven Powers, Lessee of Complex Cafe

The Board of County Commissioners, in regular session on August 3, 2021, discussed and authorized the termination of the lease with Steven Powers, lessee of the Complex Cafe; and authorized staff to take any and all necessary action, including sending out notices as appropriate.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK



Kimberly Powell, Clerk to the Board

/sm

cc: County Manager
County Attorney
Central Services



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

August 4, 2021

MEMORANDUM

TO: Frank Abbate, County Manager

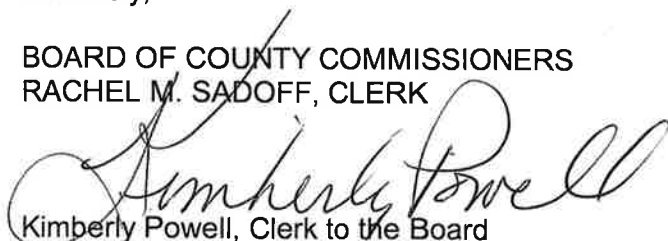
RE: Item J.5., Board Discussion: Options Regarding Representations of Steven Powers,
Lessee of Complex Cafe

The Board of County Commissioners, in regular session on August 3, 2021, discussed and directed you to determine Request for Proposal (RFP) criteria to lease space for food services in the Government Center and the Moore Justice Center and bring it back to the Board at the earliest Commission meeting possible.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK



Kimberly Powell, Clerk to the Board

/sm

cc: County Manager
County Attorney
Central Services

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON
NASSEH SIROUNIS LAW, P.A.; 4077768600
Email CONTACT@LAWYEROFORLANDO.COM

B. SEND ACKNOWLEDGEMENT TO:

FILED

2021 Feb 25 11:14 AM

***** 202106285101 *****

J(5)
Complex
Cafe

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1a OR 1b) - Do Not Abbreviate or Combine Names

1a. ORGANIZATION'S NAME

POWERS 1022 INC.

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS Line One

422 ELDRON BLVD., NE.

This space not available.

MAILING ADDRESS Line Two

CITY

PALM BAY

STATE

FL

POSTAL CODE

32907

COUNTRY

US

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b) - Do Not Abbreviate or Combine Names

2a. ORGANIZATION'S NAME

COMPLEX CAFE

2b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

2c. MAILING ADDRESS Line One

2725 JUDGE FRAN JAIMESEN WAY

This space not available.

MAILING ADDRESS Line Two

CITY

VIERA

STATE

FL

POSTAL CODE

32940

COUNTRY

US

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)

3a. ORGANIZATION'S NAME

VIERA COMPLEX FOOD SERVICES, INC.

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS Line One

P.O. BOX 411008

This space not available.

MAILING ADDRESS Line Two

CITY

MELBOURNE

STATE

FL

POSTAL CODE

32940

COUNTRY

US

4. This FINANCING STATEMENT covers the following collateral:

Receivables - All assets now owed or hereinafter acquired and wherever located, including but not limited to, the following: a. Accounts, including but not limited to, credit card receivables; b. Chattel Paper; c. Inventory; d. Equipment; e. Instruments, including but not limited to, Promissory Notes; f. Investment Property; g. Documents; h. Deposit accounts; i. General Intangibles, j. Proceed and products of the foregoing; k. Any and all assets listed on the Schedule A attached to the Bill of Sale signed on February 22, 2021. NOTICE PURSUANT TO AN AGREEMENT BETWEEN DEBTOR AND SECURED PARTY, DEBTOR HAS AGREED NOT TO FURTHER ENCUMBER THE COLLATERAL DESCRIBED HEREIN. Pursuant to the terms of the certain agreement between the Debtor and Secured Party entitled "Security Agreement (Chattel Mortgage) and Promissory Note," the security interest described herein being a first priority lien on the chattels being sold, COMPLEX CAFE.

5. ALTERNATE DESIGNATION (if applicable)

☐ LESSEE/LESSOR

☐ CONSIGNEE/CONSIGNOR

☐ BAILEE/BAILOR

☐ AG LIEN

☐ NON-UCC FILING

☐ SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX - YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

☒ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☐ Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM - ADDITIONAL PARTY**

18. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

18a. ORGANIZATION'S NAME POWERS 1022 INC.			
18b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. MISCELLANEOUS:

20. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (20a OR 20b) - Do Not Abbreviate or Combine Names

20a. ORGANIZATION'S NAME					
20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
POWERS	STEVEN				
20c. MAILING ADDRESS Line One 422 ELDRON BLVD., NE.			This space not available.		
MAILING ADDRESS Line Two			CITY PALM BAY	STATE FL	POSTAL CODE 32907
					COUNTRY US

21. ADDITIONAL SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - INSERT ONLY ONE SECURED PARTY NAME (21a OR 21b)

21a. ORGANIZATION'S NAME					
21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
NOVICK	PAUL				
21c. MAILING ADDRESS Line One P.O. BOX 411008			This space not available.		
MAILING ADDRESS Line Two			CITY MELBOURNE	STATE FL	POSTAL CODE 32940
					COUNTRY US

Schedule A

Complex Café Court house Equipment list

1 home freezer
1 home Refrigerator
1 Auto Fryer
1 Panini press
1 commercial toaster
1 3 door True refrigerator
1 2 door True Freezer
2 microwaves
2 soda machines (not owned)
2 tea urns
1 i pad Toast system
Shelving, small wares
1 ATM machine
1 sandwich prep table
3 commercial hot plates
1 ice cream cooler (not owned)
1 soup warmer
6 metal prep tables
Can racks, filing cabinets
Tables and chairs to seat 44

DocuSigned by:

Steven M Powers

2/17/2021

910E7E80D06C4BD...

DocuSigned by:

Paul Novick

president 2/17/2021

94ABA19CF47C44B...

Schedule A

Complex Café Government Center Equipment list

3 home freezers

1 Auto Fryer

1 soup warmer

2 Panini presses

1 commercial toaster

1 coffee maker (not owned)

3 Big screen TV menu boards

1 3 door True refrigerator

1 meat slicer

2 microwaves

3 rolling carts

1 soda machine 1 cappuccino machine (not owned)

2 tea urns

1 i pad Toast system

1 home stove

Shelving, small wares

1 ATM machine

1 sandwich prep table

1 2 foot grille

1 ice cream cooler (not owned)

6 metal prep tables

Tables and chairs to seat 44

Sale of Assets Only of COMPLEX CAFE

Closing Statement February 22, 2021

Sales Price	\$ 69,000.00
Total Due From Buyer	\$ 69,000.00

Receipts

1. Cashier's Check or Wire Transfer before Closing	\$ 10,000.00
2. Promissory Note	\$ 59,000.00
2. Deposit in Escrow	\$ <u>0.00</u>

Total Receipts	\$ 69,000.00
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Disbursements

1. Net Proceeds to Seller	\$ 5,460.00
2. Promissory Note	\$ 59,000.00
3. Promissory Note and Recording Fee	\$ 300.00
4. UCC-1 and Recording Fee	\$ 40.00
5. Closing Attorney Fee	\$ 750.00
6. Broker Fee	\$ 3,450.00

Total Amount Disbursed	\$ 69,000.00
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Seller:
**VIERA COMPLEX FOOD
SERVICES INC.**



PAUL NOVICK, D

Buyer:
POWERS 1022 INC.



STEVEN POWERS, P

COMMISSION PAYMENT AGREEMENT

WITNESSETH on this 22 day of February, 2021, VIERA COMPLEX FOOD SERVICES INC., by and through its undersigned Director and individually, PAUL NOVICK, ("SELLER"), and HARBOR CITY BUSINESS BROKERS ("BROKER") hereby agree that beginning on or before August 1, 2021, the SELLER shall pay to BROKER the sum of Eight Hundred and Ninety Dollars and Forty Cents (\$890.40) every other month for three months, with a final payment of Seven Hundred Seventy-Eight Dollars and Eighty-Cents (\$778.80) due on the Eighth month, for a total payment of Three Thousand Four Hundred and Fifty Dollars (\$3,450.00) paid to BROKER.

Governing Law and Venue. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Florida, County of Brevard, or if it has or can acquire jurisdiction, in the United States District Court for the Middle District of Florida, Orlando Division, and each of the parties consents to the jurisdiction of the such courts (and of the appropriate appellate courts) in any such action of proceeding and waives any objection to venue laid therein.

Attorney Fees. In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, and the non-prevailing party shall pay, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who the prevailing party is and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

IN WITNESS WHEREOF, the First Party has hereunto set their hands and the seal the day and year first above written. Signed, sealed and delivered in our presence:

VIERA COMPLEX FOOD SERVICES
INC.



PAUL NOVICK, Director and Individually

HARBOR CITY BUSINESS BROKERS

MICHAEL SIROUNIS, Broker

AFFIDAVIT OF NO LIEN

VIERA COMPLEX FOOD SERVICES, INC., d/b/a **COMPLEX CAFE**, by and through its undersigned Director and Individually, PAUL NOVICK (referred to as Seller), hereby certifies that *he* personally appeared before an officer authorized to administer oaths and take acknowledgments, and after being duly sworn and cautioned, upon his oath states:

VIERA COMPLEX FOOD SERVICES, INC., is the owner of **COMPLEX CAFE**, a business in *Viera, Florida*, which operates under the name of **COMPLEX CAFE** and is authorized to state the following:

VIERA COMPLEX FOOD SERVICES, INC., *a Florida for-Profit Corporation*, intends to sell to **POWER 1022 INC.**, *a Florida for-Profit Corporation*, (referred to as Buyer) the business, **COMPLEX CAFE**, located at 2725 & 2825 Judge Fran Jameson Way, Viera, FL 32940, and trade name as well as all other assets on *Schedule A* being used in the operation of said business.

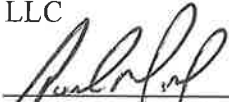
Seller agrees to pay all debts and liabilities which accrue to February 23, 2021 which are attributable to the Seller's business, and to indemnify and hold Buyer harmless from all such debts and liabilities and from any and all claims arising therefrom. Except as set forth below, Seller agrees to wholly and fully indemnify Buyer against any and all claims made by creditors of the Seller which exist at or which have accrued as of the closing date. Seller represents that there is no pending litigation against Seller. Seller further represents that there are no liens, encumbrances or security interests on any of the property to be sold other than as set forth herein, and warrants that the title conveyed to Buyer shall be free and clear of any such liens, encumbrances or security interests. This indemnity, representation and warranty of the Seller shall survive the closing.

Seller represents that *he* has no knowledge of and has not been cited for any violation of any local building or fire codes or ordinances, or any other municipal ordinances.

Seller represents that all federal and state taxes arising from its period of operation of the business have been paid, or will be paid when due. Furthermore, Seller represents and warrants that Florida Sales Tax which may be due as a result of the operation of the subject business, has been paid or will be paid within fifteen (15) days of closing. Seller further represents that there are no monies due any of its employees for back wages, vacation or vacation pay. These provisions of the Seller shall survive the closing. Seller further indemnifies the Closing Agent, Brokers and Buyer with regard to the same.

IN WITNESS WHEREOF, I have hereunto set our hands and seals on the date and year first above-written.

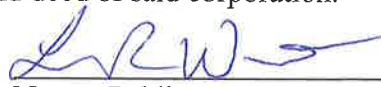
VIERA COMPLEX FOOD SERVICES,
LLC



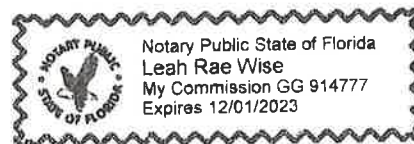
PAUL NOVICK, D and Individually

STATE OF FLORIDA
COUNTY OF BREVARD

I, being an officer duly-authorized to administer oaths and take acknowledgements, hereby certify that on this 22nd day of February, 2021, VIERA COMPLEX FOOD SERVICES, LLC, by and through it's Director and Individually, PAUL NOVICK, personally appeared before me, who produced identification to be the person described and who executed the foregoing instrument and duly acknowledged before me that *he* executed same for the purpose therein expressed as the act and deed of said corporation.



Notary Public



PROMISSORY NOTE

\$59,000.00

Melbourne, Florida
February 22, 2021

For value received, the undersigned agrees and promises to pay to the order of VIERA COMPLEX FOOD SERVICES INC., the sum of Fifty-Nine Thousand Dollars and Zero Cents (\$59,000.00) as follows:

The principal amount of Fifty-Nine Thousand Dollars (\$59,000.00) shall be due and payable, with interest included at the rate of 4% per annum, as follows:

In Seventy-Five (75) equal consecutive monthly payments of Eight Hundred and Ninety Dollars and Forty Cents (\$890.40), the first payment due on or before July 1, 2021, and then on or before the same date each month thereafter, for a total payment of Sixty-Six Thousand Seven Hundred and Eighty Dollars and Zero cents (\$66,780.00).

As security, the undersigned gives this date a security agreement on all furniture, fixtures and equipment listed in Schedule "A," together with all substitutions and replacements, as well as the product inventory of the business Complex Cafe (or any other name the undersigned choses to use for the business), and all records as a going concern.

The indebtedness evidenced by this note may be prepaid in whole or in part at any time without penalty or premium.

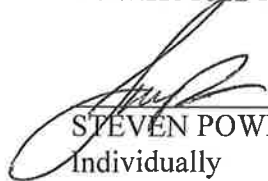
If payment is not received within three (3) days of the due date, then a late payment assessment of Seventy-Five Dollars \$75.00 will be added to the monthly total due. If there is a default in payment of any of the sums or interest or in the performance of any agreements contained herein and it continues for period of 15 days, then at the option of the holder of the note, the principal sum then remaining unpaid with accrued interest shall immediately become due and collectible without notice, and the principal sum and accrued interest shall both bear interest at the highest rate allowable by law from the date of default until paid. All sums paid under this note shall be credited first to accrued interest and then to principal.

Each maker and endorser waives presentment, protest, notice of protest and notice of dishonor and agrees to pay reasonable attorney's fees and expenses in the enforcement of this note prior or subsequent and in any and all trial and appellate tribunals, whether


Debtor 
Debtor

suit be brought or not if, after maturity of this note or default, counsel shall be employed to collect this Note.

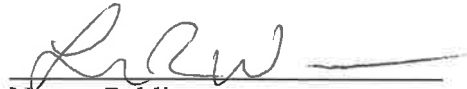
POWER 1022 INC.


STEVEN POWERS, as President and
Individually

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, **POWER 1022 INC.**, by and through undersigned President and Individually, **STEVEN POWERS**, who is personally known to me or produced a *Florida Driver's License* as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of February, 2021.


Notary Public

My Commission Expires: 12-01-2023



Debtor Debtor

REPRESENTATION AFFIDAVIT

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared this day, **PAUL NOVICK, an Individual** and **STEVEN POWERS, an Individual**, and being duly sworn, depose and state as follows:

The undersigned herby acknowledge that the firm, **NASSEH | SIROUNIS LAW, P.A.** and **JOHN M. SIROUNIS, ESQ.**, and/or **CHRISTOPHER NASSEH, ESQ.**, were not retained to provide legal advice or legal services nor was any legal advice rendered by the firm to the undersigned with respect to this transaction. The law firm was merely acting as a Closing Agent and we chose not to procure our own separate legal counsel with respect to any legal advice we required. The transaction was the sale of substantially all the assets of the d/b/a known as "COMPLEX CAFE". All parties agree that **NASSEH | SIROUNIS LAW, P.A.** and **JOHN M. SIROUNIS, ESQ.** and/or **CHRISTOPHER NASSEH, ESQ.**, acted solely as Closing Agent in this transaction.

Dated this 22nd day of February, 2021.

PAUL NOVICK



PAUL NOVICK, Individually

STATE OF FLORIDA
COUNTY OF BREVARD

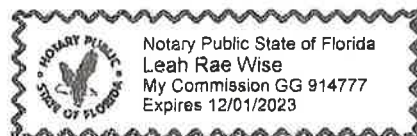
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, **PAUL NOVICK**, Individually, who is personally known to me or produced a *Florida Driver's License* as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of February, 2021.

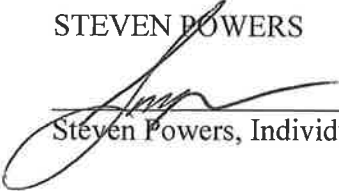


Notary Public

My Commission Expires: 12-01-2023



STEVEN POWERS


Steven Powers, Individually

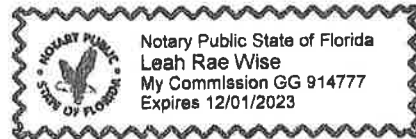
STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, **STEVEN POWERS**, Individually, who is personally known to me or produced a *Florida Driver's License* as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of February, 2021.


Notary Public

My Commission Expires: 12-01-2023



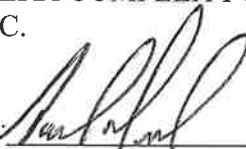
**Resolution Adopted by Members
Of
VIERA COMPLEX FOOD SERVICES INC.**

The undersigned, PAUL NOVICK, being the Director and Owner of VIERA COMPLEX FOOD SERVICES INC., adopts the following resolution:

1. Resolved that the corporation is hereby authorized to sell the business, business name and all the assets of business known as **COMPLEX CAFE**, located at 2725 and 2825 Judge Fran Jaimeson Way, Viera, FL 32940, to **POWERS 1022 INC.**, *a Florida for-Profit Corporation*, and STEVEN POWERS, *Individually*, Buyer, pursuant to the Contract dated February 16, 2021, in the amount of \$69,000.00.

Dated: February 22, 2021

VIERA COMPLEX FOOD SERVICES
INC.

By: 

PAUL NOVICK, President

**SECURITY AGREEMENT
(CHATTEL MORTGAGE)**

This Agreement, made the 22nd day of February 2021 under the laws of the state of Florida
Between POWER 1022 INC., by and through undersigned President and Individually, STEVEN
POWERS, whose address is 422 Eldron Blvd., NE. Palm Bay, FL 32907, herein called the Debtor
and VIERA COMPLEX FOOD SERVICES, INC., whose address is P.O. Box 411008, Melbourne,
FL 32940, herein called the Secured Party.

Witnesseth:

To secure the payment of indebtedness in the amount of \$59,000.00.

as evidenced by a note or notes of even date herewith, and also to secure any other indebtedness or liability of the Debtor to the Secured Party direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including all future advances or loans which may be made at the option of the Secured Party, (all hereinafter called the "obligations") Debtor hereby grants and conveys to the Secured Party a security interest in, and mortgages to the Secured Party,

- (a) the property described in the schedule herein (hereinafter called the "collateral"), which collateral the Debtor represents will be used primarily for
____ for personal, family or household purposes ____ in farming operations X in business or other use
- (b) all property, goods and chattels of the same classes as those scheduled, acquired by the Debtor subsequent to the execution of this agreement and prior to its termination
- (c) all proceeds thereof, if any,
- (d) all increases, substitutions, replacements, additions and accessions thereto.
- (e)

DEBTOR WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

To pay and perform all of the obligations secured by this agreement according to their terms.

To defend the title to the collateral against all persons and against all claims and demands whatsoever, which collateral, except for the security interests granted hereby, is lawfully owned by the Debtor and is now free and clear from any and all liens, security interests, claims, charges, encumbrances, taxes and assessments except as may be set forth in the schedule.

On demand of the secured party to do the following: furnish further assurance of title, execute any written agreement or do any other acts necessary to effectuate the purposes and provisions of this agreement, execute any instrument or statement required by laws or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the collateral and pay all costs of filing in connection therewith.

To retain possession of the collateral during the existence of this agreement and not to sell, exchange, assign, loan, deliver, lease, mortgage or otherwise dispose of same without the written consent of the Secured Party.

To keep the collateral at the location specified in the schedule attached to the Bill of Sale and not to remove same (except in the usual course of business for temporary periods) without the prior written consent of the Secured Party.

To keep the collateral free and clear of all liens, charges, encumbrances, taxes and assessments.

To pay, when due, all taxes, assessments and license fees relating to the collateral.

To keep the collateral, at Debtor's own cost and expense, in good repair and condition and not to misuse, abuse, waste or allow to deteriorate except for normal wear and tear and to make same available for inspection by the Secured Party at all reasonable times.

To keep the collateral insured against loss by fire (including extended coverage), theft and other hazards as the Secured Party may require and to obtain collision insurance if applicable. Policies shall be in such form and amounts and with such companies as the Secured Party may designate. Policies shall be obtained from responsible insurers authorized to do business in this state. Certificates of insurance or policies, payable to the respective parties


Debtor 
Debtor

as their interest may appear, shall be deposited with the Secured Party who is authorized, but under no duty, to obtain such insurance upon failure of the Debtor to do so. Debtor shall give immediate written notice to the secured Party and to insurers of loss or damage to the collateral and shall promptly file proofs of loss with insurers. Debtor hereby appoints the Secured Party the attorney for the Debtor in obtaining, adjusting and canceling any such insurance and endorsing settlement drafts and hereby assigns to the Secured Party all sums which may become payable under such insurance, including return premiums and dividends, as additional security for the indebtedness.

If this agreement is security for a loan to be used to pay a part or all of the purchase price of the collateral; to use the proceeds of the loan to pay the purchase price, filing fees and insurance premiums. The Secured Party however, may pay the proceeds directly to the seller of the collateral.

To immediately notify the Secured Party in writing of any change in or discontinuance of Debtor's place or places of business and/or residence.

That if the collateral has been attached to or is to be attached to real estate, a description of the real estate and the name and address of the record owner is set forth in the schedule herein; if the said collateral is attached to real estate prior to the perfection of the security interest granted hereby, Debtor will on demand of the Secured Party furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate, of any interest in the collateral which is prior to Secured Party's interest.

THE PARTIES FURTHER AGREE

Notes, if any, executed in connection with this agreement, are separate instruments and may be negotiated by Secured Party without releasing Debtor, the collateral, or any guarantor or co-maker of this agreement or of notes secured hereby, the obligation of all shall be primary, joint and several.

Waiver of or acquiescence in any default by the Debtor, or failure of the Secured Party to insist upon strict performance by the Debtor of any warranties or agreements in this security agreement, shall not constitute a waiver of any subsequent or other default or failure.

Notices to either party shall be in writing and shall be delivered personally or by mail addressed to the party at the address herein set forth or otherwise designated in writing.

The Uniform Commercial Code shall govern the rights, duties and remedies of the parties and any provisions herein declared invalid under any law shall not invalidate any other provision of this agreement.

The following shall constitute a default by Debtor:

Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due.

Failure by Debtor to comply with or perform any provision of this agreement.

False or misleading representations or warranties made or given by Debtor in connection with this agreement.

Subjection of the collateral to levy of execution or other judicial process.

Commencement of any insolvency proceeding by or against the Debtor which imperils the prospect of full performance or satisfaction of the Debtor's obligations herein.

Upon any default of the Debtor and at the option of the Secured Party, the obligations secured by this agreement shall immediately become due and payable in full without notice or demand and the Secured Party shall have all the rights, remedies and privileges with respect to repossession, retention and sale of the collateral and disposition of the proceeds as are accorded to a secured Party by the applicable sections of the Uniform Commercial Code respecting "Default", in effect as of the date of this Security Agreement.


Upon any default, the Secured Party's reasonable attorney's fees and the legal and other expenses for pursuing, searching for, receiving, taking, keeping, storing, advertising, and selling the collateral shall be chargeable to the Debtor.


The Debtor shall remain liable for any deficiency resulting from a sale of the collateral and shall pay any such deficiency forthwith on demand.

If the Debtor shall default in the performance of any of the provisions of this agreement on the Debtor's part to be proficiency forthwith on demand.

If the Debtor shall default in the performance of any of the provisions of this agreement on the Debtor's part to be performed, Secured Party may perform same for the Debtor's account and any monies expended in so doing shall be chargeable with interest to the Debtor and added to the Indebtedness secured hereby.

In conjunction with, addition to or substitution for those rights, Secured Party, at his discretion, may: (1) enter upon Debtor's premises peaceably by Secured Party's own means or with legal process and take possession of the collateral, or render it unusable, or dispose of the collateral on the Debtor's premises and the Debtor agrees not to resist or interfere; (2) require Debtor to assemble the collateral and make it available to the Secured Party at a place


Debtor


Debtor

to be designated by the Secured Party, reasonably convenient to both parties (Debtor agrees that the Secured Party's address as set forth above is a place reasonably convenient for such assembling; (3) unless the collateral is perishable or threatens to decline speedily in value or is a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice will be met if such notice is mailed, postage prepaid, to the address of the debtor shown above, at least three days before the time of sale or disposition.

Secured Party may assign this agreement and if assigned the assignee shall be entitled, upon notifying the Debtor, to performance of all of Debtor's obligations and agreements hereunder and the assignee shall be entitled to all of the rights and remedies of the Secured Party hereunder. Debtor will assert no claims or defenses Debtor may have against the Secured Party against the assignee.

The Secured Party is hereby authorized to file a Financing Statement.

The terms, warranties and agreements herein contained shall bind and insure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns.

The gender and number used in this agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This agreement may not be changed orally.

IN WITNESS WHEREOF, the parties have respectively signed and sealed these presents the day and year first above written.

WITNESSES:

DEBTOR:

POWER 1022 INC., by and through it's President and Individually, Steven Powers

LRW-5
Signature of Witness #1

Leah Rae Wise
Printed Name of Witness #1

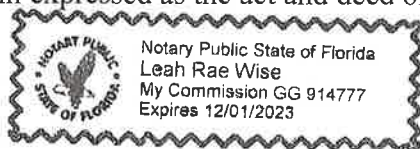
Ezekiel Dugan
Signature of Witness #2

Ezekiel Dugan
Printed Name of Witness #2

[Signature]
print: Individually and
as Personal Guarantor

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 2nd day of February, 2021 by POWER 1022 INC., by and through it's President and Individually, STEVEN POWERS, personally appeared before me, who produced proof of identification to be the person described and who executed the foregoing instrument and duly acknowledged before me that *he* executed same for purpose therein expressed as the act and deed of said corporation.



LRW-5
Notary Public

My Commission Expires: 12-01-2023

[Signature] [Signature]
Debtor Debtor

Standard Brokers Closing Memorandum

Executed By The Following Parties,

VIERA COMPLEX FOOD SERVICES INC., a Florida for-Profit Corporation, PAUL NOVICK, D, d/b/a **COMPLEX CAFE**, as Seller,

And POWERS 1022 INC., A Florida for-Profit Corporation, STEVEN POWERS, P and Individually, as Buyer,

Pertaining and Pursuant to the Settlement of a certain Standard Asset Purchase Contract, having to do with the Sale and Purchase of the Business and other Business Assets known as **COMPLEX CAFE** located at, 2725 ~~rd~~ ²⁸²⁵ & 2825 Judge Fran Jaimeson Way, Viera, FL 32940.

Contract Closing Date: **February 21, 2020.**

(1) LEGAL/CPA REPRESENTATION: Buyer and Seller acknowledge that they have been advised to seek independent counsel pertaining to the legal impact of this transaction and as to the federal and state tax events which may occur as a result of the closing this transaction as structured. Buyer and Seller acknowledge that they are entitled to and advised to obtain their own attorney and /or C.P.A. to represent them at closing.

(2) BROKER REPRESENTATIONS: The Buyer has not relied on any representations made by the listing or selling broker or any of it's agents as to the financial conditions of the business but has made an independent investigation of the premises and/or financial operations of the subject business. Buyer acknowledges receipt of income and expense and/or other financial operations information from the Seller and accepts same. Buyer has inspected or has caused an inspection to occur of the furniture/fixtures/equipment included in subject transaction and accepts same in it's "as is, where is" condition. Buyer specifically agrees to hold broker(s) harmless and to indemnify broker(s) from any financial loss as a result of any litigation, lawsuits, claims, causes of action, and the like, including attorney fees and costs, arising out of the purchase contract and/or closing of the transaction. Buyer hereby releases the Broker and/or its agents from any liability for damages caused as a result of their negligence in this transaction.

The Seller has not relied on any representations of the listing or selling broker(s) or any of it's agents as to the financial conditions or other matters pertaining to the Buyer. Seller has been advised that Seller could and should do any independent investigation of Buyer. Seller specifically agrees to hold broker(s) and Closing Agent harmless and to indemnify broker's and Closing Agent's from any financial loss as a result of any litigation, lawsuits, claims, causes of action, and the like, including attorney fees and costs arising out of the purchase contract and/or closing of the transaction. Seller hereby releases the Broker and/or its agents and Closing Agents from any liability for damages caused as a result of their negligence in this transaction. Seller and Listing or Selling brokers do not guarantee any future performance of the business past the closing date.

(3) CLOSING AGENT DISCLAIMER: The Parties acknowledge that the Closing Agent is an attorney and has not given or offered to give legal advice to Buyer or Seller. Specifically, the Closing Agent has been employed by the Seller and Buyer hereto and is being compensated by the Buyer and Seller to prepare the documents and disburse the settlement proceeds in accordance with the terms and provisions of the contract and in accordance with any further agreements between Buyer and Seller.

(4) SATISFACTION OF ALL CONTINGENCIES: Buyer and Seller mutually agree and acknowledge that any and all conditions and/or contingencies pertaining to the performance of the contract by either party have been fully satisfied as provided for in the purchase contract.

Buyer:

Date 2/22/2021

(print)

(sign)

Title

Ceo

Seller:

Date 2/22/2021

(print)

(sign)

Title

President

Bill of Sale

Known all men by these presents, on this 21st day of February, 2021 that VIERA COMPLEX FOOD SERVICES INC., *a Florida for-Profit Corporation*, by and through it's undersigned Director, PAUL NOVICK, whose mailing address is P.O. Box 411008, Melbourne, FL 32940, is being referred to as the First Party, and POWERS 1022 INC., *a Florida for-Profit Corporation*, by and through it's undersigned President, STEVEN POWERS, whose mailing address is 422 Eldron Blvd., NE, Palm Bay, FL 32907, is being referred to as the Second Party.

Witnesseth that the First Party, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to First Party in hand paid by Second Party, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered to the said Second Party and Second Party's successors and assigns forever, the following goods and chattels:

The Business that is now being conducted in the name of **COMPLEX CAFE**, located at 2725 Judge Fran Jaimeson Way, Viera, FL 32940 as well as all equipment on the attached *Schedule A*.

To Have and to Hold the same unto the Second Party, and the Second Party's heirs, personal representatives, successors and assigns and warrants to the Second Party that the First Party is the lawful owner of the said goods and chattels, that they are free from all encumbrances, that the assets of the business are not subject to any bankruptcy action, and that the First Party has good right to sell and transfer said property, goods, and chattels; and that the First Party will warrant and defend the sale and transfer of the said property, goods and chattels hereby made to the Second Party, and the Second Party's heirs, personal representatives, successors and assigns, against the lawful claims and demands of all persons whomsoever. This covenant shall be binding upon the First Party and the First Party's heirs, personal representatives, successors and assigns.

SPACE LEFT INTENTIONALLY BLANK

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the First Party has hereunto set their hands and the seal
the day and year first above written. Signed, sealed and delivered in our presence:

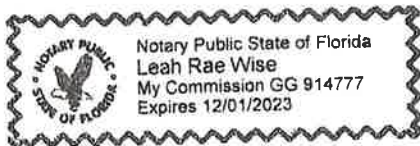
VIERA COMPLEX FOOD SERVICES
INC.




PAUL NOVICK, D and Individually

STATE OF FLORIDA
COUNTY OF BREVARD

I, being an officer duly-authorized to administer oaths and take acknowledgements,
hereby certify that on this 22nd day of February, 2021, VIERA COMPLEX FOOD
SERVICES INC., by and through it's Director and individually, PAUL NOVICK,
personally appeared before me, who produced identification to be the person described and
who executed the foregoing instrument and duly acknowledged before me that *he* executed
same for the purpose therein expressed as the act and deed of said corporation.





Notary Public

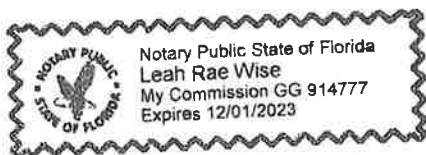
POWER 1022 INC.



STEVEN POWERS, P and Individually

STATE OF FLORIDA
COUNTY OF BREVARD

I, being an officer duly-authorized to administer oaths and take acknowledgements,
hereby certify that on this 22nd day of February, 2021, POWER 1022 INC., by and
through it's President, STEVEN POWERS, personally appeared before me, who produced
identification to be the person described and who executed the foregoing instrument and
duly acknowledged before me that *he* executed same for the purpose therein expressed as
the act and deed of said corporation.





Notary Public

35)
8/3/21
Complex Cafe

Restaurants within 1.5 miles of the Government Center		
#	Name	Address
1	World of Beer	2290 Town Center Ave, Melbourne, FL 32940
2	Culvers	6451 Lake Andrew Dr, Melbourne, FL 32940
3	First Watch	2328 Citadel Way Ste. 104, Melbourne, FL 32940
4	Blaze Pizza	2348 Citadel Way Suite 101, Melbourne, FL 32940
5	Jersey Mike's Subs	2338 Citadel Way #101, Melbourne, FL 32940
6	Joella's Hot Chicken	6531 Lake Andrew Dr, Melbourne, FL 32940
7	Chili's Grill & Bar	6550 Colonnade Ave, Viera, FL 32940
8	Panera Bread	2290 Town Center Ave Suite 101, Melbourne, FL 32940
9	Bonefish Grill	2251 Town Center Ave Ste 129, Melbourne, FL 32940
10	Steak 'n Shake	6728 Colonnade Ave, Melbourne, FL 32940
11	Bean Sprout	2221 Town Center Ave #115, Melbourne, FL 32940
12	Pizza Gallery & Grill	2250 Town Center Ave, Melbourne, FL 32940
13	Olive Tree Greek Grill	2270 Town Center Ave #113, Melbourne, FL 32940
14	Planet Smoothie Viera	2270 Town Center Ave, Melbourne, FL 32940
15	Moe's Southwest Grill	2230 Town Center Ave, Melbourne, FL 32940
16	Thai Hana Sushi Bar	6729 Colonnade Ave STE 105, Melbourne, FL 32940
17	Subway	2304 Remi Dr Suite 104, Melbourne, FL 32940
18	Tijuana Flats	7181 Lake Andrew Dr #101, Melbourne, FL 32940
19	Chipotle Mexican Grill	2322 Harnett Dr, Melbourne, FL 32940
20	Cold Stone Creamery	2250 Town Center Ave #125, Melbourne, FL 32940
21	28 North Gastropub	2250 Town Center Ave #101, Melbourne, FL 32940
22	Five Guys	2230 Town Center Ave, Melbourne, FL 32940
23	The Melting Pot	2230 Town Center Ave Ste 101, Melbourne, FL 32940
24	Taj: Modern Indian Cuisine	2290 Town Center Ave Suite 115, Melbourne, FL 32940
25	Poke Boba	2270 Town Center Ave, Melbourne, FL 32940
26	LongHorn Steakhouse	6691 Lake Andrew Dr, Melbourne, FL 32940
27	Tropical Smoothie Café	2328 Citadel Way Suite 102, Melbourne, FL 32940
28	Dunkin'	5515 Porada Dr Suite 101, Melbourne, FL 32940
29	Slow & Low BBQ - Viera	5490 Stadium Pkwy, Melbourne, FL 32940

Prasad, Katelynn

From: Dana Blickley <dana.blickley@bcpao.us>
Sent: Thursday, July 29, 2021 1:14 PM
To: Commissioner, D3
Cc: Scott, Lori; Lisa.Cullen@brevardtc.com; Rachel.Sadoff@brevardclerk.us; George Mascellino; Greg Pelham
Subject: Re: Inquiry regarding MJC & Building C Cafe

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Kaylene:

We have recently reached out to the county manager regarding the need for additional space in Building C and have been told there was no available space. We would be interested in reviewing the space that may become available in conjunction with our needs for our Viera location.

Thank you,

Dana Blickley, CFA
Brevard County Property Appraiser
www.BCPAO.us

Phone: 321-264-6705
Fax: 321-264-5187
Email: Dana.Blickley@BCPAO.us
[400 South Street, 5th floor](#)
[Titusville, FL 32780](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, please do not send email to this address.

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

On Jul 29, 2021, at 12:41 PM, Commissioner, D3 <d3.commissioner@brevardfl.gov> wrote:

Good afternoon,

On Tuesday August 3rd , 2021 the Brevard County Commissioners may declare the Café leases shown below to be invalid. Commissioner Tobia would like to know if you would have any use for these properties. Please let our office know at your earliest convenience.

MJC Café is 1,004 sq ft

Bldg C Café is 1,433 sq ft

Thank you,

<image001.jpg>

Katelynne Prasad

Constituent Affairs Director

County Commissioner John Tobia, District 3

PH: (321) 633-2075 * Fax: (321) 633-2196

2539 Palm Bay Road NE, Suite 4

Palm Bay, FL 32905

"Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

Prasad, Katelynn

From: Rachel Sadoff <Rachel.Sadoff@brevardclerk.us>
Sent: Friday, July 30, 2021 2:54 PM
To: Commissioner, D3
Cc: Scott, Lori; Dana.Blickley@bcpao.us; Lisa.Cullen@brevardtc.com
Subject: Re: Inquiry regarding MJC & Building C Cafe

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Thank you for contacting me, Ms. Prasad.

Our jury room does not have enough room to accommodate the amount of jurors our judiciary asks us to order. This lack of space existed pre-COVID and has become more prevalent since COVID. With COVID, we do not have enough area to accommodate social distancing. The existing room also does not provide jurors privacy to address confidential excusal or deferral requests.

If this space ever became available, it would be the only time we would be able to expand our current jury room.

Please know this space has a pathway to our jury room.

If I can be of any further assistance regarding this topic or if you have any other questions, please let me know.

Have a wonderful day,
Rachel

On Jul 29, 2021, at 12:41 PM, Commissioner, D3 <d3.commissioner@brevardfl.gov> wrote:

Good afternoon,

On Tuesday August 3rd, 2021 the Brevard County Commissioners may declare the Café leases shown below to be invalid. Commissioner Tobia would like to know if you would have any use for these properties. Please let our office know at your earliest convenience.

MJC Café is 1,004 sq ft
Bldg C Café is 1,433 sq ft

Thank you,

<image001.jpg>

Katelynn Prasad

Constituent Affairs Director

County Commissioner John Tobia, District 3

PH: (321) 633-2075 * Fax: (321) 633-2196
2539 Palm Bay Road NE, Suite 4
Palm Bay, FL 32905

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Under Florida law, all correspondence sent to the Clerk's Office, which is not exempt or confidential pursuant to Chapter 119 of the Florida Statutes, is public record. If you do not want the public record contents of your e-mail address to be provided to the public in response to a public records request, please do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

(Last Name)

The undersigned, who is to receive and to receive payment by Service Power from Maria Par
Linda Powers. Service Power has agreed to pay back Maria Par as soon as Maria Par agrees
to pay for the cost of \$1,500.00. Maria Par has agreed to pay for the cost of each
month. On July 1, 2021 and will pay Service Power each month \$1,500.00 on the first of each
month. Maria Par has agreed to pay as full Service Power and Maria Par has agreed to pay
to the extent of Service Power to pay back Maria Par as soon as Maria Par has agreed to pay
back on 2021. Maria Par has agreed to pay back Maria Par as soon as Maria Par has agreed
to pay back Maria Par.

Maria Par has agreed to pay to all or remove any equipment
which Service Power has agreed to pay back Maria Par as soon as Maria Par has agreed
to pay back Maria Par. There is no interest on the
payments made on pre-payments. There is a fee of \$1.00 if payment is not
made by the day of each month. Payment to Maria Par is made by the day of each month.
Maria Par has agreed to maintain all equipment to the highest standard
Maria Par has agreed to pay for the full understanding that Maria Par has agreed to pay
Maria Par has agreed to pay for the full understanding that Maria Par has agreed to pay
to Service Power. Maria Par has agreed to pay Service Power
\$3.00 on the 15th of each month for insurance. And will have her own insurance on
place by 07-01-2022 and will no longer be obligated to pay Service Power. Maria
Par has agreed to pay for the full understanding that Maria Par has agreed to pay
difficult on the day payment.

End of page one

Beginning of page two

Payments breakdown is as follows:

1. \$7,200 is for rent each month due on the first of each month paid to Mary Bowens
2. \$1,000 is payment to loan due on the first of each month
3. \$110 is for insurance due on the 25th of each month until 7-1-2022.

Maria Paz Justus Polgarn Has read and fully understands the terms and conditions of

this promissory note. MPJ

Maria Paz Justus Polgarn agreed to pay this promissory note as stated and for fill all of my obligations. MPJ

Maria Paz Justus Polgarn (also represented by her attorney) MPJ

Maria Paz Justus Polgarn MPJ

Steven Powers SP

B.V. Patel 05/16/2021



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972



October 21, 2015

MEMORANDUM

TO: Teresa Camarata, Central Services Director

RE: Item VI.C.2., Request from Viera Complex Food Service, Inc. to Extend Snack Bar Lease

The Board of County Commissioners, in regular session on October 20, 2015, approved extending the current Lease Agreement with the Viera Complex Food Services, Inc. to 2027 with the Consumer Price Index (CPI) starting in 2020, not exceeding three percent; and authorized the Right of First Refusal.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Donna Scott
for: Tammy Etheridge, Deputy Clerk

/ds

RECEIVED

OCT 27 2015

Received by
Paula Williams

OCT 28 2015

KR
RECEIVED

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT, made and entered into this 20th day of October 2015, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **VIERA COMPLEX FOOD SERVICES, INC.**, dba Complex Café, a Florida Corporation whose address is P.O. Box 411008, Melbourne, Florida 32941, hereinafter referred to as "Vendor".

WITNESSETH:

WHEREAS, the County and Viera Complex Food Services, Inc., dba Complex Café, have previously entered into an Agreement dated May 4, 2004 which was amended by an Assignment of Modification Agreement dated September 25, 2007, a copy of which is attached hereto and incorporated herein as Exhibit A, and made a part hereof by this reference; and

WHEREAS, the Agreement dated September 25, 2007 was amended on October 12, 2010 a copy of which is attached hereto and incorporated herein as Exhibit B, and made a part hereof by this reference; and

WHEREAS, the Agreement dated October 12, 2010 was amended on October 18, 2011, a copy of which is attached hereto and incorporated herein as Exhibit C, and made a part hereof by this reference; and

WHEREAS, the Agreement dated October 12, 2010 was amended on October 18, 2011, a copy of which is attached hereto and incorporated herein as Exhibit D, and made a part hereof by this reference; and

WHEREAS, the Agreement dated October 18, 2011 was amended on February 21, 2012, a copy of which is attached hereto and incorporated herein as Exhibit E, and made a part hereof by this reference; and

WHEREAS, Viera Complex Food Services, Inc. has requested the current lease be extended an additional eight (8) years, to September 30, 2027.

NOW, THEREFORE, in consideration of the covenants and premises contained herein, the County, and Viera Complex Food Services, Inc. agree as follows:

Section 1. Term. The lease term (which would have terminated September 30, 2019 in accordance with the amendment dated February 21, 2012) is hereby extended for a period of eight (8) years, and will terminate on September 30, 2027, or on such earlier date as this Lease may terminate as hereinafter provided.

Section 2. Base Rent: The payment for rent, maintenance, operations and utilities shall remain a fixed rate of \$1,200.00 per month, \$14,400 annually, with rent relief at the Moore Justice Center Government Center-Viera as provided for in the Amendment dated October 18, 2011. Beginning September 30, 2020 annual base rent, and any subsequent renewals thereafter, shall be subject to a maximum adjustment not to exceed 3% in accordance with the

Consumer Price Index for All Urban Consumers, "U.S. City Average: All Items", published by the U.S. Department of Labor, Bureau of Labor Statistics.

Section 3. Right of First Refusal. Six (6) months prior to the termination/expiration of this Agreement as provided for in Section 1, Brevard County will advertise Request for Proposals for the snack bar concessions. In the event a proposer other than the Vendor makes an offer acceptable to the County, for a lease to commence upon October 01, 2027 (or earlier termination as provided for in Exhibit A), the County, prior to acceptance thereof, shall give the Vendor written notice thereof and a copy of said offer(s). The Vendor shall have thirty (30) days after receipt of such notice within which to elect to lease the Premises under the same terms and conditions of said offer. If Vendor shall elect to lease the Premises pursuant to this option and first refusal herein granted, it shall give written notice to the County of intent to exercise such option within the thirty (30) day period. Vendor's failure at any time to exercise this option under this paragraph shall not affect this Lease and the continuance of Vendor's rights and options under this and any other paragraph herein.

Section 4. All other terms and provisions of the Agreement dated May 04, 2004 as amended by the Assignment and Modification Agreement dated September 25, 2007, and further amended on October 12, 2010, October 18, 2011 and February 21, 2012, which are not inconsistent with the terms and provisions of this Amendment to Lease Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

ATTEST:

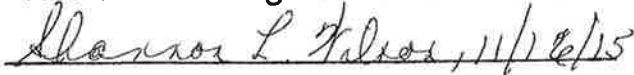


Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA
As approved by the Board on 10/20/2015


Jim Barfield, Chair

Reviewed for legal form and content:



(Assistant) County Attorney

VIERA COMPLEX FOOD SERVICES, INC.



Vice President
Paul Novick

BREVARD County

BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972



February 22, 2012

MEMORANDUM

TO: Howard Tipton, County Manager

RE: Item VII.E.1., Citizen Request of Paul Novick, Owner of Complex Café – Contract Extension

The Board of County Commissioners, in regular session on February 21, 2012, approved an extension of Complex Café contract to September 30, 2019, to allow amortization of improvements to the Cafés at the Government Center and Moore Justice Center over a seven and one-half year period.

Your continued cooperation is always appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
MITCH NEEDELMAN, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

/kg

cc: Facilities

cc: Clerk to the Board
Paul Novick, ComplexCafe

**Please have contracts signed and
attested and return to:**

**Facilities Department
Teresa Camarata
Mail Stop #81**

[Signature]
Steve Quickel, Facilities Dept Director

See attached agreement
Shannon Wilson, Deputy County Attorney

[Signature]
Stockton Whitten, Assistant Co Manager



3/27 scanned
to Xdrive

PRINTED ON RECYCLED PAPER

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT, made and entered into this 21st day of February, 2012, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **VIERA COMPLEX FOOD SERVICES, INC.**, dba Complex Café, a Florida Corporation whose address is P. O. Box 411008, Melbourne, Florida 32941, hereinafter referred to as "Vendor".

WITNESSETH:

WHEREAS, the County and Viera Complex Food Services, Inc., dba Complex Café, have previously entered into an Agreement dated May 4, 2004 which was amended by an Assignment and Modification Agreement dated September 25, 2007, a copy of which is attached hereto and incorporated herein as Exhibit A, and made a part hereof by this reference; and,

WHEREAS, the Agreement dated September 23, 2007 was amended on October 18, 2011, a copy of which is attached hereto and incorporated herein as Exhibit B, and made a part hereof by this reference; and

WHEREAS, Viera Complex Food Services, Inc. has requested the current lease be extended to September 30, 2019 in order for it to be able to amortize the cost of improvements it proposes to make to the premises to improve service.

NOW, THEREFORE, in consideration of the covenants and premises contained herein, the County, and Viera Complex Food Services, Inc. agree as follows:

Section 1. Term. The original lease term, which would have terminated on September 30, 2013, is extended for a period of six (6) years, and will terminate on September 30, 2019, or on such earlier date as this Lease may terminate as hereinafter provided.

Section 2. Improvements. In return for the extension of the term as provided for in Section 1 above, and in compliance with paragraph 19 of Exhibit A, the Vendor shall replace the serving and work cabinets/counters and repaint the walls of the cafés at both the Government Complex and the Moore Justice Center and add new dining booths in the café at the Government Complex. The Vendor has obtained estimates that indicate the improvements will cost approximately \$39,000.00. The Vendor shall provide the County with copies of the work orders and payments made for the work performed related to these improvements.

It is understood between the parties that this extension is for the purpose of allowing the Vendor to improve the environment and service at the cafés and to amortize the cost to the Vendor of making the improvements. Should the Vendor fail to make the improvements prior to August 30, 2013, the County reserves the right to terminate the Agreement (as amended) effective September 30, 2013 by providing the Vendor thirty (30) days advance written notice.

Section 3. All other terms and provisions of the Agreement dated May 4, 2004 as amended by the Assignment and Modification Agreement dated September 25, 2007, and further amended on October

18, 2011, which are not inconsistent with the terms and provisions of this Amendment to Lease Agreement, shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

Reviewed for legal form and content:



Shannon Wilson, Deputy County Attorney

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA
As approved by the Board on February 21, 1011

ATTEST:


Mitch Needelman, Clerk


Chuck Nelson, Chairman


Paul Novick, Viera Complex Food Services, Inc.



August 10, 2011

MEMORANDUM

TO: Howard Tipton, County Manager

RE: Item VII.E.1, Paul Novick – Complex Café

The Board of County Commissioners, in regular session on August 9, 2011, acknowledged request of Paul Novick, Complex Café, to amend contract providing rent relief at the Moore Justice Center when Judges are having conference and on holiday weeks; and directed staff to move forward with the reduction of rent.

Your continued cooperation is always appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
MITCH NEEDELMAN, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

/ds

*Approved for
The Chairman's
Signature
[Signature]*



AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT, made and entered into this 18th day of October, 2011, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **VIERA COMPLEX FOOD SERVICES, INC.**, dba Complex Café, a Florida Corporation whose address is P. O. Box 411008, Melbourne, Florida 32941.

WITNESSETH:

WHEREAS, the County and Viera Complex Food Services, Inc., dba Complex Café, have previously entered into an Agreement on September 25, 2007, and amended on October 12, 2010, a copy of which is attached hereto and incorporated herein as Exhibit A, and made a part hereof by this reference.

NOW, THEREFORE, in consideration of the covenants and premises contained herein, the County, and Viera Complex Food Services, Inc. agree as follows:

Section 1. Payment to County. The payment for rent, maintenance, operations, and utilities is a fixed rate of \$1,200.00 per month, \$14,400.00 annually. Rent relief shall be provided at the Moore Justice Center when a majority of the Judges are attending a conference (and as a consequence, court proceedings are not being held), and on holidays at Moore Justice Center and the Government Center by deduction from the rent on a pro rata basis for the days as set forth in Exhibit "A".

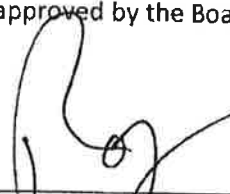
Section 2. All other terms and provisions of the Agreement dated September 25, 2007, and amended on October 12, 2010, which are not inconsistent with the terms and provisions of this Amendment to Lease Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.


Reviewed for legal form and content:



Shannon Wilson, Deputy County Attorney

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA
As approved by the Board on October 12, 2010


Robin Fisher, Chairman

ATTEST:


Mitch Needelman, Clerk


Paul Novick, Viera Complex Food Services, Inc.

Moore Justice Center Holidays

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. Good Friday
4. Week including Memorial Day
5. Week including Independence Day
6. Week including Labor Day
7. Jewish New Year
8. Yom Kippur
9. Veteran's Day
10. Thanksgiving Week
11. Christmas Week

Brevard County Government Center, Building C

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day
7. Thanksgiving Day and following Friday
8. Christmas Eve
9. Christmas Day



October 13, 2010

MEMORANDUM

TO: Steve Quickel, Facilities Department Director Attn: Teresa Camarata

RE: Item VI.C., Amendment to Lease Agreement with Viera Complex Food Services, Inc.

The Board of County Commissioners, in regular session on October 12, 2010, authorized the Chairman to execute an Amendment to the Lease Agreement with Viera Complex Food Services, Inc. for snack bars at the Government Center, Viera, and the Harry T. and Harriette V. Moore Justice Center. Enclosed are two certified copies of the Amendment to Lease Agreement for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

A handwritten signature in cursive script that reads "Tamara Van Fossan".

Tamara Van Fossan, Deputy Clerk

/jj

Encls. (2)

cc: Contracts Administration
Finance
Budget



AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT, made and entered into this 12th day of October, 2010, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **VIERA COMPLEX FOOD SERVICES, INC.**, dba Complex Café, a Florida Corporation whose address is P. O. Box 411008, Melbourne, Florida 32941.

WITNESSETH:

WHEREAS, the County and Viera Complex Food Services, Inc., dba Complex Café, have previously entered into an Agreement dated May 4, 2004 which was amended by an Assignment and Modification Agreement dated September 25, 2007, a copy of which is attached hereto and incorporated herein as Exhibit A, and made a part hereof by this reference.

NOW, THEREFORE, in consideration of the covenants and premises contained herein, the County, and Viera Complex Food Services, Inc. agree as follows:

Section 1. Paragraph 3. Base Rent. and Paragraph 4. Payment of Utilities and Maintenance are hereby amended, and combined as follows:

3. Base Rent, Utilities and Maintenance. The payment for rent, maintenance and utilities (except as otherwise provided for herein) shall be a fixed rate of \$1,200.00 per month, \$14,400.00 annually effective October 1, 2010.

The total annual sum of the rent, maintenance and utilities is \$14,400.00, which sum is payable in equal monthly installments of Twelve Hundred Dollars (\$1,200.00), together with all applicable sales tax or use tax, in advance, on the first day of each calendar month during the term, the first such installment to be due October 1, 2010.

Any payment received after the seventh (7th) day of the month will be deemed late and carry an additional late charge penalty of five percent (5%). If payment is not paid within 15 days of the due date, the Vendor will be in default for nonpayment.

All natural gas costs utilized by the Vendor shall be borne and paid by the Vendor.

Section 2. A new paragraph 4 is created to provide as follows:

4. Right of First Refusal. Six (6) months prior to the expiration of the initial term, Brevard County will advertise Requests for Proposals for the snack bar concession. In the event a proposer other than the Vendor makes an offer acceptable to the County, for a lease to commence upon October 1, 2013 (or earlier termination as provided for in Exhibit "A"), the County, prior to acceptance thereof, shall give the Vendor written notice thereof and a copy of said offer(s). The Vendor shall have thirty (30) days after receipt of such notice within which to elect to lease the Premises under the same terms and conditions of said offer. If Vendor shall elect to lease the Premises pursuant to this option and first refusal herein granted, it shall give written notice to the County of intent to exercise such option within the thirty (30) day period. Vendor's failure at any time to exercise this option under this paragraph shall not affect this lease and the continuance of Vendor's rights and options under this and any other paragraph herein.

Section 3. All other terms and provisions of the Agreement dated May 4, 2004 as amended by the Assignment and Modification Agreement dated September 25, 2007, which are not inconsistent with the terms and provisions of this Amendment to Lease Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

Reviewed for legal form and content:

Shannon Wilson, Deputy County Attorney

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA
As approved by the Board on October 12, 2010

ATTEST:

Mary Bolin, Chair

As approved by the Board 10-12-10

Scott Ellis, Clerk of Court

Paul Novick, Viera Complex Food Services, Inc.

STATE OF FLORIDA
COUNTY OF BREVARD

This is to certify that the foregoing is a
true and current copy of Amend.
Lease Agmt witness my hand
and official seal this 18 day of
October 20 10

SCOTT ELLIS
Clerk Circuit Court
BY [Signature]

Reviewed for legal form and
content: Shannon Wilson, 9/29/10
(Assistant/County Attorney)



ASSIGNMENT AND MODIFICATION AGREEMENT

THIS ASSIGNMENT AND MODIFICATION AGREEMENT, made and entered into this 25 day of September, 2007, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **LOGAN VENTURES, INC. dba M.A.S.H. HOAGIES**, and **VIERA COMPLEX FOOD SERVICES, INC., dba Complex Cafe**, a Florida Corporation whose address is P. O. Box 411008, Melbourne, Florida 32941.

WITNESSETH:

WHEREAS, the County and Logan Venture, Inc. dba M.A.S.H. Hoagies have previously entered into a Contract on May 4, 2004, a copy of which is attached hereto and incorporated herein as Exhibit A, and made a part hereof by this reference, and

WHEREAS, the County grants permission, and Logan Ventures, Inc. agrees to assign the lease to Viera Complex Food Services, Inc., with the same terms and conditions.

NOW, THEREFORE, in consideration of the covenants and premises contained herein, the County, and Viera Complex Food Services, Inc. agree as follows:

SECTION 1. The term of the Contract executed by the parties on May 4, 2004, shall be extended for a period of six (6) years commencing October 1, 2007, and terminating on September 30, 2013, or on such earlier date as provided in Exhibit A.

SECTION 2. All other terms and provision of the Contract dated May 4, 2004, which are not inconsistent with the terms and provisions of this Assignment and Modification Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

Reviewed for legal form and content:



Scott Knox, County Attorney

ATTEST:

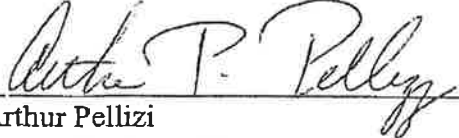
BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA
As approved by the Board on September 25, 2007



Scott Ellis, Clerk



Jackie Colon, Chair



Arthur Pellizi
Logan Ventures, Inc.



Paul Novick
Viera Complex Food Services, Inc.

CONTRACT

THIS AGREEMENT, made and entered into this 4th day of May, 2004, by and between **Logan Ventures, Inc. dba MASH Hoagies**, and the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as County.

WITNESSETH:

NOW THEREFORE, in consideration of the mutual promises and terms and conditions contained herein, the parties hereto hereby agree as follows:

1. Description. County hereby leases to Logan Ventures, Inc. and Logan Ventures, Inc. hereby hires from County, the space as presently constituted, hereinafter called "premises", located at 2725 Judge Fran Jamieson Way, and 2825 Judge Fran Jamieson Way, Melbourne, Florida 32940, known as the Brevard County Government Center, and Harry T. and Harriette V. Moore Justice Center, respectively, commonly known as the Snack Bars.

2. Term. The premises are leased for a term of five (5) years to commence on June 1, 2004, and terminate on May 31, 2009, or on such earlier date as this Lease may terminate as hereinafter provided. This contract may be renewed two times for additional twenty-four month periods, pending approval of the Board of County Commissioners.

3. Base Rent. The total annual rent is the sum of Eight Thousand Seven Hundred Sixty Dollars (\$8,760.00), which sum is payable in equal monthly installments of Seven Hundred Thirty Dollars (\$730.00), together with all applicable sales or use tax, in advance, on the first day of each calendar month during the term, the first such installment to be due June 1, 2004. Rent payments received after the seventh day of the month will be late and carry an additional late charge penalty of 5% of the Rent. If payment of rent, utilities, and maintenance charges are not paid fifteen (15) days from the due date, vendor will be in default for nonpayment. Rent payment will be renegotiated, June, 2005, and annually thereafter. Annual base rent for the second year, and any subsequent renewal years shall be subject to a minimum adjustment in accordance with the Consumer Price Index for All Urban Consumers, "U. S. City Average: All Items", published by the U.S. Department of Labor, Bureau of Labor Statistics, for the most current period prior to the renewal date. The increase will commence September 1 of each consecutive year.

4. Payment of Utilities and Maintenance. Vendor shall pay to County the sum of Five Hundred Dollars (\$500.00) for building maintenance and Two Hundred Seventy Dollars (\$270.00) per month for utility expenses incurred in the operation of the food concession service described herein. All natural gas costs utilized by Vendor shall be borne and paid by Vendor. In the event of an increase in the cost of utility services for the premises, the monthly payment for utilities shall be adjusted accordingly.

5. Use of Premises. The premises are to be used as a food service concession and Vendor agrees to restrict its use to such purposes, and not to use, or permit the use of the premises for any other purpose without first obtaining the consent, in writing, of County or of County's authorized agent.

6. Insurance: Vendor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

General Liability Insurance. General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, protecting and insuring against all the foregoing with combined single limits of not less than One Million dollars (\$1,000,000) for Bodily Injury and Property Damage.

Automobile Liability Insurance. Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limit for Bodily Injury and Property Damage.

Workers' Compensation and Employers Liability Insurance. Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.

Insurance Certificates: Vendor shall provide the County with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County is an additional insured, and that County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

7. Indemnification: Vendor shall indemnify and hold harmless the County and their employees from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of Vendor, or anyone directly or indirectly employed by Vendor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by Vendor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for Vendor, under workers' compensation acts, or other related policies of insurance. Vendor acknowledges adequate consideration for this agreement.

8. No Use that Increases Insurance Risk. Vendor shall not use the premises in any manner, even in its use for the purposes for which the premises are leased, that will increase risk covered by insurance on the building where the premises are located, so as to increase the rate of insurance on the premises, or to cause cancellation to any insurance policy covering the building. Vendor further agrees not to keep on the premise, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the premises. Vendor shall comply, at its own expense, with all requirements of insurers necessary to keep in force the fore and public liability insurance covering the premises and building.

9. Licenses, Permits, and Taxes. Vendor agrees to secure and maintain all licenses and permits required to operate a food service concession and pay all taxes and assessments, including any applicable sales or use tax, which shall be imposed or assessed by any and all governmental authorities, in connection with the business or operation conducted under this Lease, and to meet all federal, state, county and municipal laws, ordinances, policies and rules applicable to the operation of a food service concession and commercial vending enterprise.

10. Tenant's Exclusive Right to Provide Food Concession and Vending Services. Vendor will be the sole food service provider, excluding vending machine service, and County will not allow any other food concerns, other than vending machine providers, to operate on the premises during the term of this contract.

11. No Waste, Nuisance or Unlawful Use. Vendor shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.

12. Repairs and Maintenance. Vendor acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Brevard County shall ensure that the building conforms to all fire, building, and other codes. County shall maintain the structural portions of the Premises in reasonably good order and condition, as well as the mechanical equipment installed in the Premises as of the Lease Date, including the HVAC system, except for damage occasioned by act or omission of Vendor or its contractors, agents, invitees, licensees or employees, the repair of which damage shall be paid by Vendor. County shall maintain the Premises in good and safe condition, including plate glass, electrical and plumbing systems, in as good condition as received, normal wear and tear excepted. Vendor shall be responsible for all repairs required, excepting the roof, exterior walls, and structural foundation, which shall be maintained by County. Vendor shall also be responsible for interior pest control, janitorial service, refuse removal, and fire extinguishers.

13. Alterations, Changes and Additions. No structural changes, alterations or additions shall be made by Vendor to the premises without the prior written consent of County. Any such alterations, changes and additions shall remain for the benefit of and become property of the County.

14. Delivery Acceptance and Surrender of Premises. County represents that the premises are in fit condition for use as a food service concession. Vendor agrees to accept the premises on possession as being in a good state of repair and in sanitary condition. Vendor shall surrender the premises to County at the end of the Contract term, if the Contract is not renewed, in the same condition as when Vendor took possession, allowing for reasonable use and wear, in damages by acts of God, including fire and storm. Vendor shall remove all business signs or symbols placed on the premises by it before redelivery of the premises to County, and to restore the portion of the premises on which they were placed in the same condition as before their placement.

15. Partial Destruction of Premises. Partial destruction of the premises shall not render this Contract void, or terminate it except as herein provided. If the premises are partially destroyed during the term of this Contract, County shall repair them, when such repairs can be made in conformity with local, state, and federal laws and regulations, within sixty (60) days of the partial destruction. Rent for the premises will be reduced proportionately to the extent to which the repair operations interfere with the normal conduct of Vendors business on the premises. If the repairs cannot be so made within the time limited, County has the option to make them within a reasonable time and continue this Contract in effect with proportional rent rebate to Vendor as provided for herein. If the repairs cannot be so made in sixty (60) days and if County does not elect to make them within a reasonable time, either party hereto has the option to terminate this Contract. If the building in which the leased premises are located is more than one-third destroyed, County may at its option terminate the Contract whether the premises are injured or not.

16. County's Entry for Inspection and Maintenance. County reserves the right to enter onto the premises at reasonable times to inspect them, to perform required maintenance and repair, or to make additions or alteration to any part of the building in which the premises under contract are located, and Vendor agrees to permit County to do so. County may, in connection with such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment without any obligation to reduce Vendors' rent for the premises during such period, and without incurring liability to Vendor for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

17. Vendor's Exclusive Right to Operate Food Service Concession. County hereby agrees to permit Vendor to operate the food service concession on property of County, at the location described herein. Vendor will be the sole food service operator, and County will not allow any other food concerns to operate out of the Government Center, Viera, or the Harry T. and Harriette V. Moore Justice Center during the term of this contract.

18. Signs, Awnings, Marquees, Etc. Vendor will not construct or place, or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the premises without County's written consent thereto. Vendor further agrees to remove signs, displays, advertisements or decorations it has placed, or permitted to be placed on the premises which in County's opinion, are offensive or otherwise objectionable. If Vendor fails to remove such signs, displays, advertisements or decorations within ten (10) days after receiving a written notice from County to remove same, County reserves the right to enter the premises and remove them at Vendors expense.

19. Operation and Maintenance. Vendor agrees as follows:

- a. To hire and utilize only personnel of satisfactory qualifications.
- b. To cooperate with County officials in all matters pertaining and relating to the operation of the concession.
- c. To keep the building and immediate premises clean and orderly in accordance with Florida State Sanitation or any applicable laws, regulations or ordinances. County reserves the right to perform, or have performed, periodic inspections of the cleanliness and sanitation conditions maintained on the premises.
- d. To provide and adequately arrange to offer the public a satisfactory concession in the nature of food and beverage consistent with good business management during all periods of the year.

A schedule of food items offered to the general public shall be subject to the approval of the Facilities Director or designee, and shall be posted at all times in full view of the public. Vendor agrees that the fees charged for goods and services will be competitive with commercial establishments within the central Brevard county area, and that such fees will not exceed the average retail prices of the same or comparable items charged by commercial establishments within the County

- e. Maintain the following operating hours:

Monday through Friday (excluding holidays)

8:00 a.m. until 4:00 p.m.

Board Meeting Dates

8:00 a.m. until 4:00 p.m., or until Board Adjournment, at the discretion of Vendor

Night Board Meeting Dates

8:00 a.m. until 4:00 p.m., or after 4:00 p.m. at the discretion of Vendor.

- f. That all improvements and any changes made by Vendor to the building shall be at the cost of Vendor and subject to prior approval by the County.
- g. To install and maintain at Vendors expense all required equipment, including coolers, stoves, sinks and such other equipment as is needed to operate the concession, including customer seating to accommodate at least forty (40) customers at each location. This is to include any required safety or fire prevention equipment necessary for proper operation. Vendor should be aware that the premises are not ventilated to handle equipment such as deep fat fryers, etc.
- h. Vendor realizes that this concession is in a public facility and that its staff will be dealing with the public, and as such, their demeanor must be appropriate.
- i. To keep food source in sound condition and no spoilage.
- j. To properly maintain product temperature.
- k. To have no unwrapped and potentially hazardous food being re-served.
- l. To keep personnel with infections restricted.
- m. To have personnel use good hygienic practices.
- n. To have food equipment and utensils properly cleaned and sanitized.
- o. To use a safe water source.
- p. To provide accessibility to toilet and hand washing facilities.
- q. No presence of pests.
- r. Properly store and label toxic items.
- s. Properly install and maintain safety items such as fire extinguishers, exiting system, adequate electrical wiring and any gas appliances.
- t. To adequately pick up and dispose of garbage for the concession operation, including the furnishing of containers for trash. Vendor shall meet all standards of franchise garbage and disposal collection specifications. County will not be responsible for any rubbish or waste disposal not acceptable to the franchise rubbish or waste disposal company/contractor.

Any violation of these provisions will constitute a breach of the conditions of this lease and may result in the cancellation of same. In the event of cancellation or termination of this Contract Vendor shall remove its personal property from the premises. Any personal property not removed within ten (10) days of the effective date of termination of the Contract shall become the property of the County.

20. County Obligations. County agrees as follows:

To provide for electrical service capabilities, water and sewer services to the shell of the specific area described as the leased premises.

To provide maintenance of the exterior of the buildings, interior hallways, and restrooms.

21. Accounting and Auditing Procedures. All food sales shall be registered on a cash register with the amount of sale visible to the public. Daily cash register tapes shall be dated and kept as a permanent record. In the performance of this Agreement, the Tenant shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of the Agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the Tenant for a period of three years after termination of the Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Tenant in the United States or any other country. food sales shall be registered on a cash register with the amount of sale visible to the public. Daily cash register tapes shall be dated and kept as a permanent record. All transactions of Vendor shall be subject to audit upon reasonable notice, and all necessary records for said audit shall be available, upon reasonable request, for audit purposes to Brevard County and its auditors. Sales tax reports made to the State of Florida will be provided to the County as prepared.

22. Tenants Assignment, Sublease or License for Occupation by Other Persons. Vendor agrees not to assign or sublease the leased premises, any part thereof, or any right or privilege connected therewith, or to allow any other person, except Vendor's agents and employees, to occupy the premises or any part thereof, without first obtaining County's written consent. County expressly covenants that such consent shall not be unreasonably or arbitrarily refused. One consent by County shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. Vendor's unauthorized assignment, sublease or license to occupy shall be void, and shall terminate the Contract at County's option. Vendor's interest in this Contract is not assignable by operation of law, nor is any assignment of its interest herein, without County's written consent.

23. Contract Breached by Tenant's Receivership Assignment for benefit of Creditors, Insolvency, or Bankruptcy. Appointment of a receiver to take possession of Vendor's assets (except a receiver appointed at County's Request as herein provided), and its general assignment for benefit of credits, or in Vendor's insolvency or taking or suffering action under the bankruptcy act is a breach of this Contract.

24. County's Remedies on Tenant's Breach. If Vendor breaches this Contract, County shall have the following remedies in addition to its other rights and remedies in such event:

- a. County may re-enter the premises immediately, and remove all Vendor's personal property therefrom. County may store the property in a public warehouse or at another place of its choosing at Vendor's expense or to Vendor's account.
- b. Termination. After re-entry, County may terminate the Contract on giving fifteen (15) days written notice of such termination to Vendor, re-entry only without notice of termination will not terminate the Contract.
- c. Re-letting Premises. After re-entering, County may relet the premises or any part thereof, for any term, without terminating the Contract at such rent and on such terms as it may chose. County may make alterations and repairs to the premises.
 1. Liability of Tenant on re-letting. Vendor shall be liable to County in addition to its other liability for breach of the Contract for all expenses of the re-letting, and of the alterations and repairs made, which County may incur. In addition Vendor shall be

liable to County for the difference between the rent received by county under the re-letting and the rent installments that are due for the same period under this Contract.

2. Application of rent on re-letting. County at its option may apply the rent received from re-letting the premise as follows:

- a) To reduce Vendor's indebtedness to county under the Contract, not including indebtedness for rent;
- b) To expenses of the re-letting and alterations and repairs made;
- c) To rent due under this Contract;
- d) To payment of future rent under this Contract as it becomes due.

If the new Vendor does not pay a rent installment promptly to County, and the rent installment has been credited in advance of payment to Vendor's indebtedness other than rent, or if rentals from the new Vendor have been otherwise applied by County as provided for herein, and during any rent installment period are less than the rent payable for the corresponding installment period under this Contract, Vendor agrees to pay County the deficiency separately for each rent installment deficiency period, and before the end of that period.

County may at any time after such re-letting terminate the Contract for the breach because of which it re-entered and re-let.

County may recover from Vendor on terminating the Contract for Vendor's breach all damages approximately resulting from the breach, including the cost of recovering the premises, and the work of the balance of this Contract over the reasonable rental value of the premises for the remainder of the Contract term, which sum shall be immediately due County from Vendor.

- d. Appointment of Receiver. After re-entry, County may procure the appointment of a receiver to take possession of and collect rent and profits from Vendor's business. If necessary, to collect such rents and profits the receiver may carry on Vendor's business and take possession of Vendor's personal property used in the business, including inventory, trade fixtures, and furnishing, and use them in the business without compensating Vendor therefore. Proceedings for appointment of a receiver by County, or the appointment of a receiver and the conducting by him of Vendor's business shall not terminate this Contract unless County has given Vendor written notice of such termination as provided herein.

25. Animals. Vendor shall not keep or allow domestic or other animals (except service animals) on or about the premises.

26. Entire Contract: This contract, together with any exhibits, task assignments and schedules constitute the entire contract between the County and Vendor and supersedes all prior written or oral understandings. This contract and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

27. No Waiver of Covenants or Conditions. The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waive of such covenant, condition, or option in any other instance. This Contract cannot be changed or terminated orally.

28. Subordination of Contract. This contract shall be subject and subordinate to all underlying leases and to mortgages and trust deeds that may now or hereafter affect such leases or the real property of which the premises form a part, and also to all renewals, modifications, consolidations and replacements of such underlying leases, mortgages, and trust deeds. Although no instrument or act on the part of Vendor shall be necessary to effectuate such subordination, Vendor will, nevertheless, execute and deliver such further instruments confirming such subordination of this Contract as may be desired by the holders of such

mortgages and trust deeds or by any of the County's under such underlying leases. Vendor hereby appoints County as its attorney-in-fact, irrevocably, to execute and deliver any such instrument for Vendor. If any underlying lease to which this Lease is subject terminates, Vendor shall, on timely request attorn to the owner of the reversion.

29. Subordination of Security Interest. This contract shall be superior to any security interest any third party may have under the Uniform Commercial Code as adopted by the State of Florida or any other security interests document, in Vendors equipment, property or fixtures located on the premises. Vendor hereby covenants and represents that the equipment, property or fixtures of Vendor located at the premises are not subject to any security interest or liens superior to that of the County's.

30. Successors in Interest. This contract and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.

31. Severability. In the event a court of competent jurisdiction determines any sentence, provision, paragraph, or section of this Contract to be null and void, the remaining parts of this agreement shall continue in full force and effect as though such sentence, provision, paragraph or section had been omitted from said Contract.

32. Venue. Venue for any legal action brought by any party to this Contract to interpret or construe this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida.

33. Additions, Deletions, or Modifications of Services: The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be adjusted on a prorated basis.

34. Attorney's Fees: In the event of any legal action to enforce the terms of this contract each party shall bear its own attorney's fees and costs, and any trial shall be non-jury.

35. Governing Law: This agreement shall be governed, interpreted and construed according to the ordinances and laws of Brevard County and the State of Florida.

36. Compliance with Statutes: It shall be Vendors responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state, and federal agencies as applicable.

37. Assignments: Vendor shall not assign any portion of this agreement.

38. Termination: The County retains the right to terminate the contract, in part or in its entirety, with good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party, the awarded vendor shall be paid for services performed through the date of termination. If either party refuses to perform any of the provisions of this contract or otherwise fails to satisfy the contract provisions, the performing party may notify the other party in writing of the non-performance and terminate the contract or such part of the contract as to which there has been delay or a failure to properly perform. Such termination is effective upon the party's receipt of the Notice of Termination.

39. Independent Contractor: Vendor shall perform the services under this agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this agreement shall be interpreted or construed to constitute Vendor or any of its agents or employees to be the agent, employee or representative of the County.

40. Right to Audit Records: In the performance of this Agreement, the Grantee shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the Grantee for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by Grantee in the United States or any other country.

41. Federal Tax ID Number: Vendor shall provide to the County their Federal Tax ID Number or if Vendor is a sole proprietor, a Social Security Number.

42. Employment: Vendor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this contract without written consent from the County.

43. Construction of Agreement: The parties hereby acknowledge that they have fully reviewed this agreement, its attachments and have had the opportunity to consult with legal counsel of their choice, and that this agreement shall not be construed against any party as if they were the drafter of this Agreement.

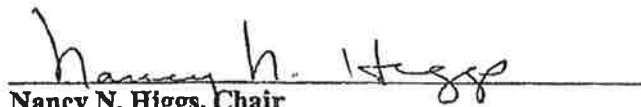
44. Notice: Notice under this agreement shall be given to Brevard County Facilities Department, 2725 Judge Fran Jamieson Way, Melbourne, FL 32940. Notice shall be given to Vendor by mailing written notice, postage prepaid to 4230 Woodhaven Dr., Melbourne, FL 32935

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

As approved by the Board on 5-4-2004

Reviewed for legal form and content:


(Assistant) County Attorney


Nancy N. Higgs, Chair
Board of County Commissioners
Brevard County, Florida


Scott Ellis, Clerk of Court


Vendor date 4-19-04