



November 2, 2021

Mad Cow Theatre, Inc.  
PO Box 3109  
Orlando, FL 32802-3109

VIA USPS # 9114 9023 0722 4131 5487 70

Mad Cow Theatre, Inc.  
54 W. Church Street  
Unit 201 and 202  
Orlando, FL 32801  
Attention: Mitzi Maxwell, CEO and Registered Agent

VIA FedEx Tracking No. 7750 9084 4555

**RE: TERMINATION OF LEASE AND EQUIPMENT AGREEMENT** – Sublease Agreement for Premises located at 54 W. Church Street between the City of Orlando (City) and Mad Cow Theatre, Inc. (Subtenant) dated December 15, 2011 (Sublease) and Equipment Agreement between City and Subtenant dated September 1, 2012 (Equipment Agreement)

Due to Subtenant's failure to cure the default of the above-referenced Sublease by failing to pay the past due Monthly CAM Charges within ten (10) days of your receipt of the attached notice of default, the City is exercising its remedy set forth in section 8.1(B) of the Sublease and terminating the Sublease. Therefore, the above-referenced Sublease is terminated immediately and you are requested to vacate and surrender possession of the Premises immediately upon your receipt of this notice. Pursuant to section 5.4 of the Sublease, you are prohibited from removing the personal property, furniture and equipment from the Premises which is, or as a result of this termination has become, the sole property of the City.

Additionally, as a result of the termination of the Sublease, the Equipment Agreement between the City and Subtenant referenced above is terminated effectively immediately pursuant to section 3 of the Equipment Agreement. The City retains all ownership rights in the Equipment, as the term is defined in the Equipment Agreement, and any right of possession or other rights that Subtenant may claim to the Equipment are terminated.

Further, as set forth in section 11.16 of the Sublease, to the extent the personal property, furniture and equipment on the Premises is not the sole property of the City, the City has a security interest and lien on any and all such furniture, fixtures, equipment, goods and other personal property located within the Premises as security for Subtenant's payment of all sums due. Pursuant to section 1.5 of the Sublease, the City will conduct an inspection of the Premises.

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**REAL ESTATE MANAGEMENT • OFFICE OF BUSINESS AND FINANCIAL SERVICES**

Orlando City Hall · 400 South Orange Avenue · Seventh Floor


PO Box 4990 · Orlando, FL 32802-4990

P 407.246.2653 · E [laurie.botts@orlando.gov](mailto:laurie.botts@orlando.gov) · [orlando.gov](http://orlando.gov)

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Please turn over all sets of keys to the Premises to Tonie Lawson-McNealy, Real Estate Agent, Real Estate Management Division, 7th Floor, City Hall, 400 S. Orange Avenue, Orlando, Florida 32801, Phone 407.246.2655, Email <tonie.lawson-mcnealy@orlando.gov>.

Sincerely,



Wesley C. Powell  
Assistant City Attorney

cc: Laurie Botts, Real Estate Division Manager  
Brian McDowell, Holland & Knight (VIA FedEx Tracking No. 7750 9102 0611)  
Kathy Godfrey, Chair, Mad Cow Theatre, Inc. (VIA FedEx Tracking No. 7750 9111 2866)

Enclosure



October 20, 2021

Mad Cow Theatre, Inc.  
PO Box 3109  
Orlando, FL 32802-3109

VIA USPS #9114 9023 0722 4131 5487 56

Mad Cow Theatre, Inc.  
54 W. Church Street  
Unit 201 and 202  
Orlando, FL 32801  
Attention: Mitzi Maxwell, CEO and Registered Agent

VIA FedEx Tracking No. 7749 7829 9313

RE: **NOTICE OF DEFAULT** – Sublease Agreement for Premises located at 54 W. Church Street dated December 15, 2011 (Sublease)

You are hereby notified that the Mad Cow Theater, Inc. (Subtenant) is in default of the above-referenced Sublease for failure to pay the Monthly CAM Charges when due. Pursuant to Section 8.1(A)(1) of the Sublease with the City of Orlando, you have ten (10) days from your receipt of this notice to cure the default by paying the past due amount of \$121,742.40, which represents the unpaid Monthly CAM Charge in the amount of \$2,029.04 for the past 60 months. Pursuant to Section 2.5 of the Sublease, payment shall be made by check, cash, cashier's check or money order payable to the City of Orlando and mailed or hand-delivered to the Real Estate Division Manager, City of Orlando, 7<sup>th</sup> Floor, City Hall, 400 S. Orange Avenue, Orlando, Florida 32801.

Pursuant to Section 8.1(B) of the Sublease, if you fail to cure the above referenced default in payment within the ten (10) day period, the City may elect to take any of the actions referenced in Section 8.1(B), including, but not limited to, termination of the Sublease.

Sincerely,

Wesley C. Powell  
Assistant City Attorney

cc: Laurie Botts, Real Estate Division Manager  
Brian McDowell, Holland & Knight (VIA FedEx Tracking No. 7749 7823 0620)  
Kathy Godfrey, Chair, Mad Cow Theatre, Inc. (VIA FedEx Tracking No. 7749 7797 4698)

**CITY ATTORNEY'S OFFICE**

Orlando City Hall · 400 South Orange Avenue · Third Floor  
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