

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), made this _____ day of _____ 2019, by and between:

INNOVATE FOOD GROUP, LLC, a Delaware limited liability company (hereinafter "LICENSOR"),

and

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida (hereinafter "CITY").

WHEREAS, pursuant to a Lease and Amended Lease Agreement between the Pompano Beach Community Redevelopment Agency and T E P M, Inc. and a Sublease Agreement between the Pompano Beach Community Redevelopment Agency and Innovative Food Group, LLC, copies of which are respectively attached hereto and made a part hereof as Exhibits A –C, LICENSOR is the sub-tenant of the commercial property located at 165 NE 1st Avenue, Pompano Beach, FL 33060 also identified as Folio 4842 35 08 0120 (the "Property"); and

WHEREAS, the CITY, through its hired artist, Sonata Kazimieraitiene, would like to install the mosaic tile depicted in the Design Proposal attached hereto and made a part hereof as Exhibit D upon the east exterior wall of the building on the Property (the "Design Location" as depicted in Exhibit E attached hereto and made a part hereof); and

WHEREAS, the CITY's Public Art Committee approved the foregoing Design Location at its meeting on June 21, 2018; and

WHEREAS, the Design Location is under the exclusive custody and control of LICENSOR pursuant to the Sublease Agreement between the Pompano Beach Community Redevelopment Agency and LICENSOR attached as Exhibit C ; and

WHEREAS, LICENSOR desires to allow CITY to install the mosaic tile on an exterior wall of the Property as heretofore described.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and conditions hereinafter contained, it is agreed by the parties hereto as follows:

1. AUTHORIZATION AND LICENSE FEE. LICENSOR hereby grants to CITY and CITY hereby accepts from LICENSOR, a license to install and maintain, at CITY's sole cost, the mosaic tile depicted in Exhibit D attached hereto and made a part hereof, subject to the terms, covenants, fees and conditions hereinafter set forth. In exchange, CITY agrees to pay LICENSOR Ten Dollars (\$10.00) as compensation for this License as well as provide the in-kind benefit of installing and maintaining the mosaic tile, at CITY's sole cost, on LICENSOR's Property, the receipt and sufficiency of which are hereby acknowledged.

2. TERM. The Term of Agreement shall commence upon date this Agreement is fully-executed by both parties (the "Effective Date") and continue in duration for a minimum of five (5) years after installation of the mosaic tile at the Design Location is complete regardless of whether ownership of the Property changes before expiration of the five (5) year period. The aforesaid condition shall be memorialized in any future Purchase and Sales Agreement for the Property during the Term with the intent of binding the Purchaser to the terms of this Agreement.

3. USE OF PREMISES. LICENSOR hereby grants to CITY and CITY hereby accepts from LICENSOR, a license to use the Design Location, upon and subject to all of the terms, covenants, fees and conditions hereinafter set forth. CITY specifically agrees the Property

shall not be used for any other purpose whatsoever without the written consent of LICENSOR; that CITY shall not permit the Design Location to be used or occupied in any manner that is inconsistent with the use granted herein; and that CITY shall take good care of the Design Location, suffer no waste or injury thereto, and take no action which would interfere with the commercial business operating on the Property.

CITY agrees to accept the Design Location in the condition and state of repair on the date hereof, "as is", and expressly acknowledges and agrees that LICENSOR shall not be obligated to make repairs to, or to perform any work on it.

4. **ASSIGNMENT.** CITY is not permitted to assign, transfer, convey or otherwise dispose of this License to any other person or corporation without the previous written consent of LICENSOR.

5. **MAINTENANCE.** CITY agrees to at all times maintain and repair the mosaic tile installation at its sole cost and expense. LICENSOR agrees that what constitutes reasonable maintenance and repair of the mosaic tile shall be determined by CITY, in CITY's sole discretion.

6. **INDEMNIFICATION AND NO WAIVER OF SOVEREIGN IMMUNITY.** LICENSOR shall indemnify, defend and hold harmless the CITY and its officials, agents and employees from and against any and all claims, loss, suit actions, damages, liabilities, expenditures, or causes of action, including accidents and injuries to person or property and attorney fees, of any kind arising from this Agreement without limitation, even if the claim(s) is/are groundless, false or fraudulent.

The foregoing indemnification of CITY by LICENSOR shall not be operative as to any claims by LICENSOR for any causes of action LICENSOR has or may have for breaches,

defaults, negligence, gross negligence or willful misconduct of CITY or any of its officers, employees or other authorized agents. LICENSOR acknowledges and agrees that one percent (1%) of the License fee paid and the CITY's provision of in-kind benefits as heretofore described shall serve as consideration for such indemnification. The provisions and obligations of this Section shall survive the expiration or earlier termination of this License.

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by the CITY as provided for in § 768.28, Florida Statutes.

7. **INSURANCE.** During the term of this Agreement, LICENSOR, at its sole cost, shall maintain insurance in the amounts and subject to all conditions set forth in Exhibit E attached hereto and made a part hereof.

8. **AMENDMENTS.** No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

9. **SURRENDER UPON TERMINATION.** CITY shall peaceably surrender this license and, at CITY's sole cost, restore the Design Location to the condition it was in prior to installation of the mosaic tile upon written notice as provided for in Section 12 herein.

10. **WAIVER.** Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Agreement shall be waived or modified except by the parties hereto in writing.

11. **TERMINATION.** CITY may cancel this Agreement for convenience or cause at any time during the term thereof upon sixty (60) days written notice to LICENSOR.

12. **NOTICES.** Any notice or demand, which under the terms of this Agreement or by any statute or ordinance must be given or made by a party hereto shall be in writing and provided by email, fax or certified mail to the other party as set forth below, or to such other address as such party may from time to time designate by notice.

FOR CITY: City Manager
City of Pompano Beach
Post Office Box 1300
Pompano Beach, Florida 33061
Greg.Harrison@copbfl.com
954-786-4601 office
954-786 4504 fax

With a copy to:
Laura Atria, Public Art Program Manager
100 West Atlantic Boulevard
Pompano Beach, Florida 33061
Laura.Atria@copbfl.com
954-786-4310 office
954-786-4666 fax

FOR LICENSOR: Michael Linder, Managing Member/Owner
Innovate Food Group, LLC
2059 Blount Road
Pompano Beach, Florida 33069
Mike@silverlininginflightcatering.com
(954) 917-1020 office
(954) 818-9322 direct

13. **ENTIRE AGREEMENT.** This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

14. **MISCELLANEOUS PROVISION.** It is expressly understood and agreed that no real or personal property is leased to CITY and that CITY is a licensee not a lessee.

15. **LAWS AND ORDINANCES.** CITY shall observe all local, state and federal laws, ordinances and other regulations directly relating its use of the Property.

16. **RECORDATION OF AGREEMENT.** This Agreement shall be recorded in the Public Records of Broward County, Florida, at the expense of CITY, with a copy given to LICENSOR.

17. GOVERNING LAW AND VENUE. The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CITY and LICENSOR submit to the jurisdiction of Florida courts and federal courts located in Florida with respect to claims under this Agreement. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise. Both parties agree to waive all rights to sue or collect from the other any damages other than direct damages and they expressly waive benefit of the bargain, punitive, special, exemplary, treble or consequential damages.

18. NO THIRD PARTY BENEFICIARIES. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intends to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

19. NON-DISCRIMINATION. Neither CITY nor LICENSOR shall discriminate against any Person in the performance of duties, responsibilities and obligations under this

Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

20. CONTINUITY. This Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns.

21. PUBLIC RECORDS. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to § 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.

22. FORCE MAJEURE. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds alone on the part of LICENSOR be deemed Force Majeure.

23. ENTIRE AGREEMENT AND INTERPRETATION. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and LICENSOR and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against either party.

It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

(SEAL)

ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2019 by REX HARDIN as Mayor, GREGORY P. HARRISON as CITY Manager and ASCELETA HAMMOND as CITY Clerk of the CITY of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"LICENSOR":

Witnesses:

INNOVATE FOOD GROUP, LLC., a
Delaware limited liability company

By:

MICHAEL LINDER, MANAGING MEMBER

Courtne Helle
Print Name

Bruce M Roberts

Bruce M Roberts
Print Name

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14TH day of JANUARY, 2019, by MICHAEL LINDER as Managing Member of Innovative Food Group, LLC., a Delaware limited liability company, on behalf of the company. He/she is personally known to me or who has produced _____
_____ (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

JOANNE MORRIS
(Name of Acknowledger Typed, Printed or Stamped)

FF 217966
Commission Number

L:\ngr\dev-sves\2019-247ff

Exhibit: A

LEASE AGREEMENT

This Lease Agreement ("Lease") is made between T E P M, Inc., a Florida corporation ("Landlord"), whose address for purposes of notice under this lease is 31 NE First Street, Pompano Beach, Florida, 33060, and Pompano Beach Community Redevelopment Agency, a public body created pursuant to Part III of Chapter 163, Florida Statutes ("Tenant") whose address for purposes of notice under this lease is 100 West Atlantic Blvd., Room 276, Pompano Beach, Florida 33060.

Recitals

Tenant desires to lease certain property in the City of Pompano Beach, Florida, for use as a commercial kitchen, restaurant, facility for cooking classes and sales of food products, parking lot, community garden, and other related uses.

Landlord is the owner of certain parcels of real property in the City of Pompano Beach, and is willing to rent its property to Tenant on the terms and conditions set forth in this Lease.

Agreement

In consideration of the mutual covenants and agreements set forth in this Lease, Landlord and Tenant agree as follows:

1. **Lease of Property.** Landlord hereby leases to Tenant, and Tenant rents from Landlord, the following described properties (collectively, the "Premises"):
 - 1.1. **Parcel 1.** Property ID # 4842 35 08 0120 ("Parcel 1"), located at 165 NE 1st Avenue, Pompano Beach, Florida 33060, and legally described as:

The East 53.2 Feet of Lot 8, of the Resubdivision of Lot 15, in the subdivision of Section 35, Township 48 South, Range 42 East, as recorded in Plat Book "B", Page 76, of the Public Records of Dade County, Florida.

Parcel 1 is improved with a building containing approximately 3,936 square feet.
 - 1.2. **Parcel 2.** Property ID # 4842 35 00 1460 (Parcel "2"), located at 201 NE 1st Avenue, Pompano Beach, Florida 33060, and legally described as:

35-48-42 E1/2 OF BEG 81.85 W OF NW COR OF SE1/4 OF SW1/4 OF SE1/4, N ALG RY 210, E 197, SW 210 TO POB.

Parcel 2 consists of approximately 19,228 square feet of vacant land.
2. **Parking.** No parking is provided on the Premises. Landlord hereby gives Tenant and its agents, employees, guests and invitees the right to park in the parking lot owned by Landlord and located adjacent to the Premises at 121 NE 1st Avenue, Pompano Beach, Florida, 33060, Property ID # 4842 35 08 0170. ("Landlord's Parking Lot"). Parking in Landlord's Parking Lot will be available to Tenant on a "first-come, first-serve" basis. In addition, Landlord grants to Tenant the right to utilize Landlord's Parking Lot for the installation of a grease trap and plumbing to serve the commercial kitchen to be located on Parcel 1. Landlord agrees that it will join in any applications or consents required for the installation of the grease trap and related plumbing in Landlord's Parking Lot, and that it will execute and deliver an easement over, across and under Landlord's Parking Lot for this

purpose if one is required. Tenant will be responsible for the repair or replacement of any asphalt removed or damaged during the installation of the grease trap and plumbing. No above-ground rights will be provided to Tenant.

3. **Lease Term.** The initial term ("Initial Term") of this Lease shall be a period of five (5) years commencing on October 1, 2012, at 12:01 a.m., and ending at midnight on September 30, 2017.
4. **Rent.** The annual rent ("Rent") for the Premises is as follows:
 - 4.1. **Parcel 1.** The Rent for Parcel 1 is \$27,552.00 per year.
 - 4.2. **Parcel 2.** The Rent for Parcel 2 is \$2,300.00 per year.
 - 4.3. **Annual Rent Increase.**
 - 4.3.1. **Parcel 1.** The Rent for Parcel 1 will increase by Three Percent (3%) annually on each anniversary of the Lease Commencement Date during the Term.
 - 4.3.2. **Parcel 2.** After the first year of the Term, the annual Rent for Parcel 2 will be the greater of (a) the Rent for the immediately preceding year increased by Three Percent (3%), or (b) the ad valorem taxes on Parcel 2. The Rent will be increased annually on each anniversary of the Lease Commencement Date during the Term. If the amount of ad valorem taxes for the then-current year is not available on the anniversary of the Lease Commencement Date, Tenant will pay the Rent calculated with the 3% increase. If the ad valorem tax amount is higher than the 3% increase, Tenant will remit to Landlord the difference between the increased Rent already paid and the ad valorem tax amount for the months that have elapsed since the anniversary of the Lease Commencement Date, and will pay the ad valorem tax amount going forward.
 - 4.4. **Rent Payments.** Tenant shall pay Rent in equal monthly installments which will be due on the first day of each calendar month.
 - 4.5. **Security Deposit.** No security deposit shall be required under this Lease.
 - 4.6. **Invoices.** Landlord agrees to provide an invoice for Rent to Tenant at least ten (10) days prior to the date Rent is due. If Landlord fails to send an invoice timely, the time for Tenant to pay Rent will be extended until ten days after Tenant receives the invoice from Landlord.
5. **Option to Renew.** Tenant shall have the right to renew this Lease for up to three (3) additional terms ("Renewal Terms") of five (5) years each, on the terms and conditions of this Lease, by delivering to Landlord a written notice of its intention to renew the Lease to Landlord no later than 90 days prior to the end of the Term then in effect. The Initial Term and Renewal Terms are collectively referred to as the "Term."
 - 5.1. **Renewal Term Rent for Parcel 1.** The Rent for Parcel 1 in the Renewal Terms shall be as follows:
 - 5.1.1. **First Renewal Term.** The annual Rent for the first Renewal Term will be

\$37,212.02, and will increase by 3% each year on the anniversary of the Renewal Term.

5.1.2. **Second Renewal Term.** The annual Rent for the second Renewal Term will be \$50,258.95, and will increase by 3% each year on the anniversary of the Renewal Term.

5.1.3. **Third Renewal Term.** The annual Rent for the third Renewal Term will be \$67,880.27, and will increase by 3% each year on the anniversary of the Renewal Term.

5.2. **Renewal Term Rent for Parcel 2.** The Rent for Parcel 2 in the first year of each Renewal Term will be the amount of Rent due for the preceding year plus 20%. The annual increase for each following year of the Renewal Term will be calculated in accordance with Section 4.3.2 above.

5.3. **Exercise of Renewal Option.** The CRA Executive Director shall have the authority to exercise the option to renew this lease.

6. **Taxes and Assessments.** Landlord shall be responsible for all municipal, county, and state taxes and assessments which may be assessed against the Premises during the Term of this Lease. Tenant will be responsible for any taxes levied against the personal property and trade fixtures of Tenant located in and about the Premises.

7. **Utilities.** Tenant will be responsible for paying the cost of all utilities (water, sewer, electric, gas, telephone, cable, etc.) serving the Premises during the Term. If utilities are billed to the Landlord, Tenant will reimburse Landlord within ten days after receipt of the invoice or utility bill from Landlord. If utilities are billed directly to Tenant, Tenant will pay the amounts due directly to the utility company prior to delinquency. If any utilities billed to Landlord include service to properties other than the Premises, Landlord will provide Tenant with a calculation of the amount owed by Tenant.

8. **Use of Premises.** Although Tenant intends to use Parcel 1 for the operation of a commercial kitchen and related uses, and Parcel 2 for a parking lot, community garden, or retail farming establishment, Tenant shall have the right to use the Premises for any use permitted by applicable Federal, state, county, or city statutes, laws, ordinances, resolutions, orders, rules, or regulations ("Applicable Laws"). Tenant will not commit or permit any waste or damage to the Premises, and will not carry on any activity that constitutes a nuisance or violates any Applicable Laws.

9. **Improvements.** Tenant has the right to make changes, alterations and additions to the Premises ("Improvements") without Landlord's prior written consent as long as the Improvements are done in a good and workmanlike manner and comply with all Applicable Laws. All Improvements made by Tenant which are permanently attached to the Premises including fixed cabinets will become the property of Landlord and shall remain on the Premises at the end of the Lease Term. Tenant will have the right to remove any moveable furniture, fixtures and equipment not attached to the walls of the Premises at the end of the Term. In addition, Tenant will have the right to remove from the Premises at the end of the Term any kitchen equipment or appliances, such as ovens, ranges, and refrigerators installed

by Tenant and not attached to the walls of the Premises, as long as Tenant repairs any damage caused by the removal of such equipment.

9.1. **Landlord's Joinder in Applications.** Landlord agrees to join in and execute any permit applications, consents, or other document required in connection with the construction or installation of any Improvements by Tenant. Landlord agrees to sign any required documents within ten days after receipt of the request from Tenant and the document to be signed.

9.2. **Signage.** Tenant has the continuing right to install signs, awnings, marquees or other structures on the exterior of the Premises without Landlord's prior written consent, as long as the signs or structures comply with Applicable Law.

10. **Landlord's Maintenance Obligation.** Landlord agrees to maintain the structural portion of the Premises, as well as the exterior portions of the Premises, including the foundation, outer walls, conduits, roof, windows, doors, plate glass, paved surfaces, lawn, and landscaping.

11. **Landlord's Right to Inspect Premises.** Landlord will have the right to enter upon and inspect the Premises, and to make necessary repairs to the Premises, at reasonable times and after notice to Tenant. Landlord will have the right to place a sign in Premises advertising that the Premises are available for rent not more than 30 days prior to the expiration of the Term.

12. **Ownership; Peaceful Enjoyment; Surrender of Premises.** Landlord represents and warrants that it owns the Premises free and clear of any claims, liens, or judgments that could affect Tenant's use and enjoyment of the Premises for the purposes contemplated by this Lease. Landlord will warrant and defend Tenant's right to the peaceful possession and enjoyment of the Premises during the Term. At the end of the Term, Tenant will surrender the Premises in clean condition and good repair, normal wear and tear excepted. No surrender of the Premises by Tenant prior to the end of the Term of this Lease will be valid unless accepted by Landlord in writing.

12.1. **Mortgages.** Landlord represents that any mortgages encumbering the Premises are in good standing and have been paid through a current date, and that Landlord will keep such mortgages in good standing throughout the Term.

12.2. **Subordination.** Tenant acknowledges that this Lease and all rights of Tenant under this Lease shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the Premises.

13. **Insurance.** Landlord shall carry General Commercial Liability Insurance and casualty insurance for the Premises; Tenant shall carry Commercial General Liability Insurance.

14. **Indemnification.** To the extent permitted by Applicable Laws, Tenant will indemnify and hold harmless Landlord and the Premises from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever ("Claims") that may arise from or be claimed against Landlord or the Premises by any person for any injury to person or property or damage of whatever kind or character arising out of or in connection with any of the following: (a) the use or occupancy of the Premises by Tenant or its employees, agents,

guests, and invitees; or (b) any failure by Tenant or its employees, agents, guests, and invitees to comply with all Applicable Laws.

14.1. **Lawsuits.** If any lawsuit or proceeding is brought against Landlord or the Premises on account of any alleged violations of, or failure to comply with, Applicable Laws, or on account of any damage, omission, neglect, or use of the premises by Tenant, its agents, employees, guests and invitees, Tenant agrees that Tenant or any other person on the premises with Tenant's consent will defend Landlord in such lawsuit or proceeding, and pay whatever judgments may be recovered against Landlord or the Premises, and pay for all attorneys' fees in connection with such lawsuit or proceeding, including attorneys' fees on appeal.

14.2. **Limitation.** Any indemnification by Tenant set forth in this lease shall be limited to the specific monetary limits of Section. 768.28 (5), of the Florida Statutes, which monetary limits shall be applicable regardless of whether said limitations would apply in the absence of this provision.

14.3. **Glass Damage.** In case of damage to glass caused by Tenant, or its agents, employees, guests or invitees in the Premises, Tenant agrees to replace the glass with glass of the same kind, size, and quality as quickly as possible at Tenant's expense.

14.4. **Landlord's Indemnification of Tenant.** Landlord will indemnify and hold harmless Tenant from all Claims that may arise or be claimed against Tenant arising out of or in connection with any actions of Landlord.

15. **Casualty Damage to Premises.** If the Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, Landlord will have the right to render the Premises tenantable by making the necessary repairs within 90 days from the date of the casualty, with reasonable additional time, if necessary, for Landlord to adjust the loss with any insurance companies insuring the Premises, or for any other delay caused by conditions beyond Landlord's control. If the Premises are not rendered tenantable within the 90 day period, either party will have the right to terminate this Lease by written notice to the other. In the event of such termination, the Rent shall be paid only to the date of the casualty. If the Lease is not terminated, the Rent shall be abated during the period of time from the date of the casualty to the date Tenant is able to resume occupancy or the date of complete restoration of the Premises, whichever occurs first.

16. **Defaults.**

16.1. **Tenant's Failure to Pay Rent.** If any Rent due under this Lease is not paid within fifteen days after Tenant's receipt of the invoice for the payment due date, Landlord will have the right to resume possession of the Premises and re-lease or rent the Premises for the remainder of the Term for the account of Tenant and recover from Tenant at the end of the Term the difference between the Rent specified in this Lease and the Rent received on the re-leasing or renting.

16.2. **Other Defaults.** If either Landlord or Tenant fails to perform or breaches any covenant in this Lease other than the Tenant's covenant to pay rent, and the failure or breach continues for a period of 10 days after the defaulting party receives

written notice specifying the breach or failure to perform, (a) the party giving notice may institute an action in a court of competent jurisdiction to either terminate this Lease or to seek specific performance of the Lease; or (b) Landlord or Tenant (as applicable) may, after 30 days written notice to the non-performing party, correct any such breach, and any costs incurred in correcting the breach shall be due and payable by the non-performing party on demand.

- 16.3. **Opportunity to Cure.** If the defaulting party commences to cure the default within the ten day period after the notice of default, but cannot complete the cure within the ten day period, the defaulting party will be permitted a reasonable time to complete the cure of the default, as long as the defaulting party diligently pursues the cure to completion.
- 16.4. **Bankruptcy.** If Tenant is declared insolvent or adjudicated a bankrupt; if Tenant makes an assignment for the benefit of creditors; if Tenant's leasehold interest in the Premises is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Tenant, Landlord, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the Premises immediately and without notice to Tenant or any assignee, transferee, trustee, or any other person or persons, using force if necessary.
17. **No Waiver of Landlord's Rights.** The exercise by Landlord of any right or remedy to collect Rent or enforce its rights under this Lease will not be a waiver of or preclude the exercise of any other right or remedy afforded Landlord by this Lease or by Applicable Law. The failure of Landlord in one or more instances to insist on strict performance or observation of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this lease on or reserved to Landlord shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Landlord of Rent or any other payment or partial payment required to be made by the Tenant shall not act to waive any additional Rent or other payment then due. Even with Landlord's knowledge of the breach of any covenant or condition of this Lease, receipt of Rent will not operate as or be considered to be a waiver of this breach, and no waiver by Landlord of any of the provisions of this lease, or of any of Landlord's rights, remedies, privileges, or options under this Lease, will be considered to have been made unless made by Landlord in writing.
18. **Assignment and Subletting.** Tenant may assign this Lease or sublet all or a portion of the Premises without Landlord's prior written consent. No assignment or sublease will relieve the Tenant of any obligation under this Lease. Each assignee or subtenant, by assuming such status, will become obligated to perform every covenant of this Lease to be performed by Tenant, except that a subtenant shall be obligated to perform such covenants only as they relate to the portion of the Premises and the Rent covered by the sublease. The subtenant will be obligated to pay Rent directly to Landlord only after Tenant's default in payment and written demand from Landlord to subtenant to pay Rent directly to Landlord.
19. **Addresses for Payments and Notices.**

- 19.1. **Notices to Landlord.** Rent payments and notices to Landlord shall be mailed or delivered to the address set forth on the first page of this Lease, unless Landlord changes the address by written notice to Tenant.
- 19.2. **Notices to Tenant.** Notices to Tenant shall be mailed or delivered to the Premises and to Tenant's address set forth on the first page of the Lease.
- 19.3. **Mailing of Notice.** All notices required under this Lease shall be sent either by (a) certified or registered mail, return receipt requested; (b) hand-delivery with a receipt evidencing delivery, or (c) Federal Express or other nationally recognized overnight mail service.
20. **Radon Gas Notification.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.
21. **Miscellaneous Provisions.**
 - 21.1. **Captions.** The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.
 - 21.2. **Governing Law.** This Lease will be governed by the laws of the state of Florida, as to both interpretations and performance.
 - 21.3. **Entire Agreement.** This Lease sets forth all of the promises, agreements, conditions, and understandings between Landlord and Tenant relative to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No amendment, change, or addition to this Lease will be binding on Landlord or Tenant unless in writing and signed by both of them.
 - 21.4. **Successors and Assigns.** The terms of this Lease will be binding on the respective successors, representatives, and assigns of the parties.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease on the dates set forth below their respective signatures.

Signatures on Following Pages

Witnesses:

[Signature]
Print Name: SHANNA BENSON
Adriane Esteban
Print Name: Adriane Esteban

Landlord:

TEPM, Inc. a Florida corporation

By: [Signature]
Print Name: Thomas R. McMahon
Title: Pres
Date: 7-20-12

Acknowledgment

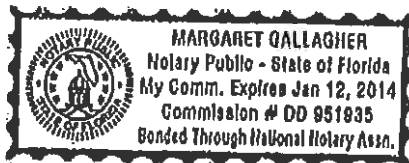
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20th day of JULY, 2012, by THOMAS R. MCMAHON as PRESIDENT of TEPM, Inc. He is personally known to me or has produced (type of identification) as identification.

[Signature]
Print Name: MARGARET GALLAGHER

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA



Signed, Sealed and Witnessed
In the Presence of:

Tenant:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Christine Wadka

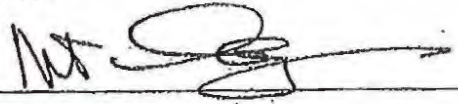
Print Name: Christine Wadka

By: 
Lamar Fisher, Chairman

Shelley R. Bartholomeo

Print Name: Shelley R. Bartholomeo

ATTEST:


Margaret Gallagher, Secretary

EXECUTIVE DIRECTOR:

Redevelopment Management Associates, LLC
a Florida limited liability company

Courtney Gaskins

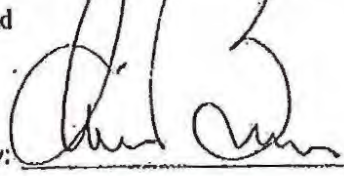
Print Name: COURTNEY GASKINS

By: MetroStrategies, Inc., a Florida corporation
a managing member

By: 
Kim Briesemeister, President

Courtney Gaskins

Print Name: Courtney Gaskins

and
By: 
Christopher J. Brown
a managing member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of July, 2012 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:



Christine Woodka
NOTARY PUBLIC, STATE OF FLORIDA

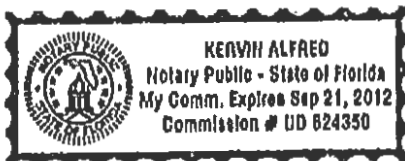
Christine Woodka
(Name of Acknowledger Typed, Printed or Stamped)

EE 136705
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31st day of July, 2012 by Margaret Gallagher, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:



Kevin Alfred
NOTARY PUBLIC, STATE OF FLORIDA

Kevin Alfred
(Name of Acknowledger Typed, Printed or Stamped)

UD 824350
Commission Number

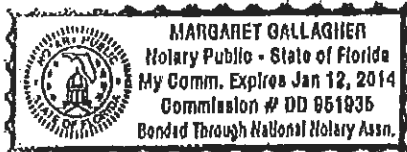
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of July, 2012, by Kim Briesemeister, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability

company, She is personally known to me or who has produced
N/A (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



MARGARET GALLAGHER
(Name of Acknowledgor Typed, Printed or Stamped)

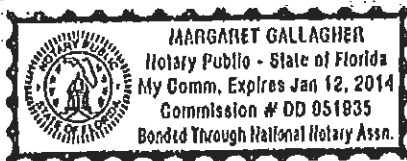
DD 951935
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of
July, 2012, by Christopher J. Brown, as Managing Member of
Redevelopment Management Associates, LLC, on behalf of the limited liability company. He is personally
known to me or who has produced N/A (type of
identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



MARGARET GALLAGHER
(Name of Acknowledgor Typed, Printed or Stamped)

DD 951935
Commission Number

Exhibit: B

AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement ("Amendment") is made between T E P M, Inc., a Florida corporation ("Landlord"), whose address is 31 NE First Street, Pompano Beach, Florida, 33060, and Pompano Beach Community Redevelopment Agency, a public body created pursuant to Part III of Chapter 163, Florida Statutes ("Tenant") whose address is 100 West Atlantic Blvd., Room 276, Pompano Beach, Florida 33060.

Recitals

Landlord and Tenant have entered into a Lease Agreement dated July 26, 2012 ("Lease") for the lease by Tenant of the parcels located at 165 NE First Avenue and 201 NE First Avenue, in the City of Pompano Beach, Florida ("Premises").

Section 2 of the Lease grants to the Tenant the right to park on property owned by Landlord located at 121 NE First Avenue, Pompano Beach, Florida 33060 ("Landlord's Parking Lot"). In addition, the Lease grants to the Tenant the right to use the Landlord's Parking Lot for the installation of a grease trap and plumbing to serve the commercial kitchen located at 165 NE First Avenue.

The Lease allows Tenant to use the Premises for any use permitted by applicable law.

In addition to installing a grease trap and plumbing as permitted by the Lease, the Tenant also wishes to install a dumpster on the Landlord's Parking Lot.

Landlord is willing to allow the installation and use of a dumpster by Tenant on Landlord's Parking Lot, as set forth below.

Agreement

In consideration of the mutual covenants and agreements set forth in this Amendment, the parties agree as follows:

1. **Section 2 of the Lease.** Section 2 of the Lease is amended in its entirety to read as follows:
 2. **Landlord's Parking Lot.**
 - 2.1. **Parking.** No parking is provided on the Premises. Landlord hereby gives Tenant and its agents, employees, guests and invitees the right to park in the parking lot owned by Landlord and located adjacent to the Premises at 121 NE 1st Avenue, Pompano Beach, Florida, 33060, Property ID # 4842 35 08 0170. ("Landlord's Parking Lot"). Parking in Landlord's Parking Lot will be available to Tenant on a "first-come, first-serve" basis.
 - 2.2. **Grease Trap and Sewer Lines.** Landlord grants to Tenant the right to utilize Landlord's Parking Lot for the installation of a grease trap ("Grease Trap") and sewer lines ("Sewer Lines") to serve the commercial kitchen or any other use to be located on Parcel 1. The Grease Trap and Sewer Lines will be located as shown in Exhibit A to this Lease. Landlord agrees that it will join in any applications or consents required for the installation of the Grease Trap and Sewer Lines in Landlord's Parking Lot, and that Landlord will execute and deliver an easement over, across and under Landlord's Parking Lot for this purpose if one is required. Tenant will be responsible for the repair or

replacement of any asphalt removed or damaged during the installation of the Grease Trap and Sewer Lines, and will be responsible for the maintenance and repair of the Grease Trap and Sewer Lines during the Lease Term.

- 2.3. **Dumpster.** Landlord grants to Tenant the right to utilize Landlord's Parking Lot for the installation of an above-ground dumpster ("Dumpster") to serve the commercial kitchen or any other use to be located on Parcel 1. The Dumpster will be located as shown in Exhibit B to this Lease. Landlord agrees that it will join in any applications or consents required for the installation of the Dumpster in Landlord's Parking Lot, and that Landlord will execute and deliver an easement over, across and under Landlord's Parking Lot for this purpose if one is required. Tenant will be responsible for the repair or replacement of any asphalt removed or damaged during the installation of the Dumpster, and will be responsible for the maintenance and repair of the Dumpster during the Lease Term. Landlord grants to Tenant and its agents, employees, guests and invitees a right of access from Parcel 1 over and across the Landlord's Parking Lot to the Dumpster.

2. **Exhibits to Lease.** Exhibits A and B to this Amendment are hereby incorporated as Exhibits A and B to the Lease.
3. **Defined Terms.** All capitalized terms used in this Amendment which are defined in the Lease will have the meaning set forth in the Lease.
4. **Ratification of Lease.** All of the terms and conditions of the Lease remain in full force and effect, as amended by this Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment on the dates set forth below their respective signatures.

SIGNATURE BLOCKS ON FOLLOWING PAGES

Witnesses:

Larry J. Fischer

Print Name: Larry J. Fischer

Courtney Easley

Print Name: Courtney Easley

Tenant:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By:

Lamar Fisher, Chairman

ATTEST:

Margaret Gallagher, Secretary

EXECUTIVE DIRECTOR:

Redevelopment Management Associates, LLC
a Florida limited liability company

Courtney Easley

Print Name: Courtney Easley

By: MetroStrategies, Inc., a Florida corporation
a managing member

By:

Kim Briesemeister, President

Courtney Easley

Print Name: Courtney Easley

and

By:

Christopher J. Brown, a managing member

ACKNOWLEDGMENTS ON FOLLOWING PAGES

Witnesses:

Adriane Esteban

Print Name: Adriane Esteban

Print Name: SHANNA BENSON

Landlord:

TEPM, Inc. a Florida corporation

By: Thomas McMahon

Print Name: Thomas McMahon

Title: _____

Date: 10-16-14

Acknowledgment

STATE OF FLORIDA
COUNTY OF BROWARD

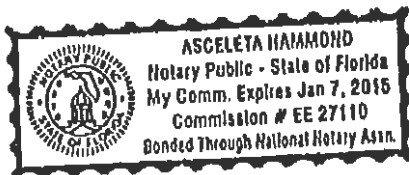
The foregoing instrument was acknowledged before me this 16th day of October, 2014, by THOMAS RICHARD MCMAHON, as _____ of TEPM, Inc. He is personally known to me or has produced DRIVER'S LICENSE (type of identification) as identification.

Asceleta Hammond

Print Name: ASCELETA HAMMOND

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24th day of October, 2014 by Lamar Fisher as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.



Courtney Easley
NOTARY PUBLIC, STATE OF FLORIDA

Courtney Easley
(Name of Acknowledger Typed, Printed or Stamped)

FF100611
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24th day of October, 2014 by Margaret Gallagher, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.



Courtney Easley
NOTARY PUBLIC, STATE OF FLORIDA

Courtney Easley
(Name of Acknowledger Typed, Printed or Stamped)

FF100611
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24th day of October, 2014, by Kim Briesemeister, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me or who has produced (type of identification) as identification.



Courtney Easley
NOTARY PUBLIC, STATE OF FLORIDA

COURTNEY EASLEY
(Name of Acknowledger Typed, Printed or Stamped)

FF100611
Commission Number

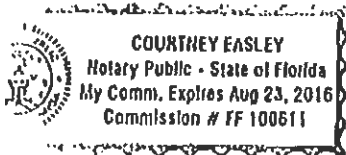
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24th day of October, 2014, by Christopher J. Brown, as Managing Member of Redevelopment Management Associates, LLC, on behalf of the limited liability company. He is personally known to me or who has produced _____ (type of identification) as identification.

Courtney Easley
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL



FF 100611
Commission _____ Number

Exhibit A

Grease Trap and Sewer Line Location

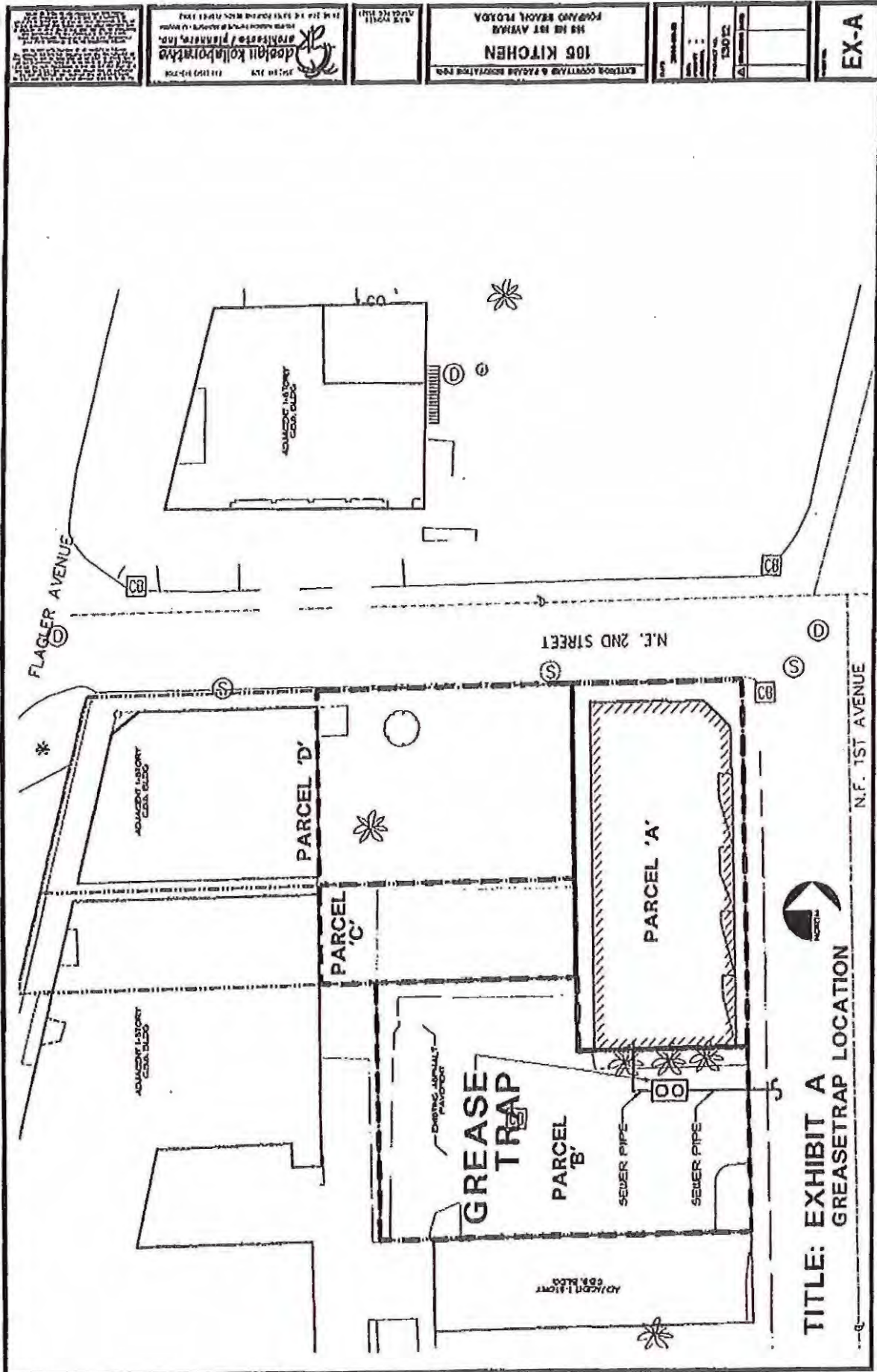


Exhibit B

Dumpster Location

Exhibit: C

SUBLEASE AGREEMENT

This Sublease Agreement ("Sublease") is made between the **POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes, whose address for purposes of notice under this lease is 100 West Atlantic Blvd., Room 276, Pompano Beach, Florida 33060, ("CRA") and **INNOVATE FOOD GROUP, LLC**, a Delaware limited liability company, whose address is 2059 Blount Road, Pompano Beach, FL 33069 ("Subtenant").

Recitals

WHEREAS, the CRA has entered into a lease agreement with T E P M, INC., a Florida corporation ("Landlord"), effective July 26, 2012, relating to the lease by the CRA of that certain commercial property described as follows: 3,936 square feet of the structure located at 165 Northeast 1st Avenue, Pompano Beach, Florida 33060 (Folio ID 4842-35-08-0120), (the "Premises") as more particularly described in the lease agreement and amendments attached hereto as Exhibit "A" and incorporated herein by reference (the "Lease"), and

WHEREAS, the initial Lease was effective July 26, 2012, a First Amendment to the Lease was entered into effective October 24, 2014, and a Second Amendment was entered into effective October 20, 2015; and

WHEREAS, the Lease provides for the use of the Premises for any use permitted by applicable federal, state, county or city statutes, laws, ordinances, resolutions, orders, rules or regulations ("Applicable Laws"); and

WHEREAS, the Lease Agreement dated July 26, 2012 provides for subleasing of the Premises without the consent of the Landlord as specified in Paragraph 18 and Subtenant wishes to sublease the Premises for the purpose of operating a restaurant and for related uses; and

WHEREAS, the CRA has entered into a Lease Agreement with Blaise and Algalite Augustin as of September 21, 2012, for an outdoor area located at 128 N. Flagler Avenue, Pompano Beach, adjacent to the outdoor space contained in the Lease (the "Augustin Lease"); and

WHEREAS, as with the Lease, the Augustin Lease provides for subleasing of the Premises without the consent of the Landlord and allows for improvements to the outdoor area described in the Augustin Lease; and

WHEREAS, the CRA has entered into a Lease Agreement with Willy Francois as of October 16, 2018, for an outdoor area located at 126 N. Flagler Avenue, Pompano Beach, adjacent to the outdoor space contained in the Lease (the "Francois Lease"); and

WHEREAS, as with the Lease, the Francois Lease provides for subleasing of the Premises without the consent of the Landlord and allows for improvements to the outdoor area described in the Francois Lease; and

WHEREAS, the CRA intends to improve the outdoor area as more particularly conceptually depicted in Exhibit "B" located to the southwest of the Premises consisting of approximately 14,488 square feet (the "Plaza"); and

WHEREAS the CRA is finalizing proposals in order to procure construction plans, documents and costs to improve the Plaza to be presented for CRA Board approval; and

WHEREAS, the Subtenant desires to utilize a portion of the Plaza immediately west of the Premises to accommodate additional seating for the restaurant; and

WHEREAS, upon CRA Board approval of the Francois lease, approval of the contract to complete the construction of the Plaza, the CRA intends to lease the Subtenant a portion of the Plaza immediately west of the Premises as depicted in Exhibit "C" (the "Plaza Space") which shall be utilized for additional seating for the restaurant and be limited to removable furnishings and fixtures; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Sublease, the CRA and Subtenant agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. **Sublease of Property.** The CRA does hereby sublease to Subtenant, and Subtenant rents from the CRA, the following described commercial property: 3,596 square feet of the structure located at 165 NE 1st Avenue, Pompano Beach, Florida 33060 (collectively, the "Premises"), together with the "Plaza Space". Subtenant acknowledges that it is subleasing the Premises in "as-is" condition. Subtenant further acknowledges that the CRA shall have no obligation to make additional improvements to the Premises, except to the extent otherwise explicitly stated herein, as well as explicitly stated as to the Plaza Space.
3. **Sublease Term.** The initial term ("Initial Term") of this sublease shall commence on November 1, 2018, at 12:01 a.m., and end at midnight on October 31, 2028.
4. **Renewal Term.** Provided that Subtenant shall have fully done; performed and observed all of the terms, covenants and conditions required hereunder to be done, performed or observed by it during the term of this Sublease, then the Subtenant shall have the right to renew this Sublease to align with the Lease Agreement dated July 26, 2012 between the Pompano Beach Community Redevelopment Agency and T E P M, INC. for one (1) additional term ending September 30, 2032, upon the same terms, covenants and conditions as the Initial Term of this Sublease. If the Lease Agreement dated July 26, 2012 is amended to increase the Renewal Terms, the CRA agrees to extend the Sublease Agreement to allow for the additional Renewal Terms provided in the Lease Agreement. The base annual rent for the first year of the first option term shall increase by three percent (3%) plus applicable sales tax and thereafter shall increase annually by three (3%) percent above the immediately preceding base annual rent. During any subsequent option terms exercised by Subtenant the base annual rent shall increase the first year by three percent (3%) above the immediately preceding base annual rent. Subtenant shall give written notice that it is exercising its option to renew by certified mail to CRA at least ninety (90) days prior to the termination of the Initial Term or any renewal term then in effect. The Renewal Term, with the Initial Term shall be referred to herein as the "Term."
5. **Rent.** The annual rental amounts for the Premises ("Rent") shall be as follows:
 - 5.1. There shall be no rental amount due for the Premises for the period of twenty-four (24) months from November 1, 2018, through October 31, 2020 (the "Improvements Period"). The first monthly rental payment shall be due on November 1, 2020, (the "Rental Commencement Date"). Notwithstanding the provisions provided in this paragraph, the Subtenant shall have no less than twelve (12) months' rent free period from the date of issuance of the certificate of occupancy of the Plaza or twenty-four (24) months from November 1, 2018, whichever comes later.
 - 5.2. Beginning on November 1, 2020, the annual Rent for the Premises will be \$47,144 payable in equal monthly installments of \$3,928.67 plus sales tax.

- 5.3. **Annual Rent Increase.** Beginning with the rental payment due on November 1, 2021, the Rent for the Premises will increase annually by three percent (3%) of the base rental amount for the prior year.
- 5.4. **Rent Payments.** Subtenant shall pay Rent in equal monthly installments, plus sales tax, if any, and not exempt, which will be due on the first day of each calendar month.
- 5.5. **Security Deposit.** The security deposit shall be \$3,400, together with first and last month's Rent of \$3,928.67 per month, for a total of \$11,257.34 plus sales tax, if any, and not exempt (the "Security Deposit"). The Security Deposit shall be paid on or before November 1, 2018.
- 5.6. **Late Rent Payments.** If any monthly Rent payment is not received within ten (10) days of the due date, a late charge of Twenty-Five Dollars (\$25) shall be added for the first day late, plus an additional Five Dollars (\$5) per day for each day thereafter until payment is received. Any unpaid late charges due under this paragraph shall be added and become due with the next monthly Rent payment. Non-payment or three (3) instances of late payment of Rent in a twelve (12) month period is a default under this Sublease.
- 5.7. **Plaza Rent.** Subtenant acknowledges that although there is no additional rent due to the CRA for the Plaza Space, there may be a CRA sidewalk café fee that Tenant may be required to pay to the CRA for the use of the Plaza Space, which fees are equal to the City sidewalk café permit fees.
6. **Taxes and Assessments.** Subtenant shall be responsible to pay its share of the difference in the amount of all municipal, county, and state ad valorem and non-ad valorem taxes and assessments which may be assessed against the Premises based upon any increase in property value over the 2015 assessed value during the Term of this Sublease, beginning after the first year, as a direct result of the improvements to the Premises made by the Subtenant. The 2015 assessed value of the Premises was \$333,900.00, with 2015 ad valorem and non-ad valorem taxes paid totaling \$7,722.12. Subtenant shall also be responsible for payment of any taxes levied against the personal property and trade fixtures of Subtenant located in and about the Premises.
- Notwithstanding that annual rent is not due during the Improvements Period, Subtenant agrees to pay the CRA for the ad valorem and non-ad valorem taxes levied by the government on the property during the second year of the Improvements Period.
- The estimated increase in the property value is included in the CAM. In addition, common area maintenance ("CAM") for the building only (not including courtyard) is estimated to be \$6.57 per square foot, see Exhibit "D" for breakdown. Note: all amounts for taxes, insurance and CAM are estimates only; all charges, including the CAM, may increase as a result of improvements made by the Landlord and Tenant. Real Estate Taxes, and Insurance including reserves for deferred repairs, maintenance and replacements for all items not specifically the responsibility of the Landlord or that of a specific Tenant.
7. **Insurance.** Subtenant shall carry commercial general liability insurance in an amount of not less than \$1 million dollars per person, per occurrence, naming both the CRA and Landlord as Additional Insureds under such Policy. Subtenant is encouraged, but not required to carry plate glass insurance if keeping existing storefront. CRA will not pay for any broken storefront glass.

8. **Subtenant's Maintenance Obligation.** Subtenant shall be responsible for maintenance and repair of the interior and exterior of the Premises, including but not limited to, painting, conduits, HVAC system, window cleaning, lighting, roof, interior ceilings and walls and all Subtenant improvements, at its sole cost and expense, except to the extent that this is inconsistent with subparagraph 8.4 below. Subtenant shall use commercially reasonable efforts to maintain the Premises in a good, neat, clean, safe and sanitary condition throughout the Term, reasonable wear and tear excepted. Subtenant shall keep all furnishings, fixtures and accessories, and any display facilities, in good repair. The Premises shall be maintained in accordance with all applicable code requirements of the Broward County Health Department and all Applicable Laws. Notwithstanding the preceding language in this paragraph, CRA shall be responsible to ensure that the HVAC system is in good condition prior to the Improvements Period. If the HVAC is not in good working order, then the CRA shall be responsible for all costs of providing Subtenant with an HVAC system in good working order. In the event the Subtenant expands the HVAC system, the Subtenant shall be responsible for any roof penetrations and repairs caused by any work relating to such HVAC expansion.
- 8.1. **Windows.** Subtenant shall obtain and pay for the regular cleaning of the exterior windows.
- 8.2. **Pest Control.** Subtenant shall obtain and pay for professional exterminators to control vermin and pests on a regular basis, no less than monthly and as needed. Such extermination services shall be supplied in all areas where food is prepared, dispensed, or stored and in all areas of the Premises where trash is collected and deliveries are made.
- 8.3. **Janitorial.** Subtenant shall obtain and pay for all janitorial services required to keep the Premises in clean and sanitary condition, as well as to comply with Applicable Laws.
- 8.4. **Structural Repairs.** In the event any repairs are necessary to the wiring and plumbing in the walls, floors, ceiling or hard structures of the Premises or any repair involves major penetration of walls, ceilings or floors, Tenant shall be responsible for the costs and shall notify the Landlord of the repair(s).
- 8.5. **Trash Management.** Subtenant shall be responsible for trash management; however CRA may provide common area dumpster at later date as part of Plaza improvements.
- 8.6. **Plaza Space.** Once construction of the Plaza Space is completed, Tenant shall be solely responsible for maintaining the Plaza Space.
9. **Utilities.** Subtenant shall be responsible for obtaining and paying the cost of all utilities (water, sewer, electric, gas, telephone, cable, internet, etc.) serving the Premises during the Term, together with any taxes, penalties, surcharges and any other charges pertaining to such utilities. If utilities are inadvertently billed to the CRA, Subtenant will reimburse the CRA within ten days after receipt of the invoice or utility bill from the CRA. Subtenant will promptly arrange for such utilities to be billed directly to Subtenant. Subtenant will pay all amounts due directly to the utility company prior to delinquency. Once construction of the Plaza Space is completed, Tenant shall be responsible for its pro-rata share of the utilities for the Plaza.
10. **Use of Premises.** Subtenant shall use the Premises and the Plaza Space for the operation of a restaurant, brewery, brewpub, as well as other similar ancillary and related uses. No other

use of the Premises and the Plaza Space is permitted under this Sublease without the CRA's express written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Subtenant will not commit or permit any waste or damage to the Premises and/or the Plaza Space and will not carry on any activity that constitutes a nuisance as defined in the Florida Statutes or violates any Applicable Laws; however, it is agreed by CRA and Subtenant that the use of the Premises and the Plaza Space for operating a restaurant, music venue, brewery, brewpub and for related uses shall not constitute a nuisance and Subtenant shall have the right to terminate this Sublease without any further obligation upon thirty (30) days' notice to CRA if any governmental entity shall determine that Subtenant's use constitutes a nuisance. Subtenant, at its expense, shall procure and maintain all governmental licenses or permits required for the proper and lawful conduct of Subtenant's use of the Premises and the Plaza Space.

11. **Parking.** Subtenant shall have access to the on-street public parking spaces and public parking lots within walking distance of the Property during the Term. Such access is on a first-come, first-served basis. Subtenants' employees are strongly encouraged to park in the public parking lots in the area. Valet parking may become available to Subtenant at a cost to be determined. Additionally, Subtenant shall have non-exclusive access to parking leased by the City of Pompano Beach from the First Baptist Church of Pompano Beach, Florida, a copy of such lease being attached as Exhibit "E."
12. **Improvements.** Subtenant has the right to make changes, alterations and additions to the Premises ("Improvements") with the CRA's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Subtenant shall be responsible for obtaining all permits required for the Improvements. Subtenant shall be responsible for paying all impact fees, if any, and concurrency fees, if any. All Improvements must be undertaken in a good and workmanlike manner and comply with all Applicable Laws. All Improvements made by Subtenant which are permanently attached to the Premises including restroom fixtures and trench drains will become the property of the CRA and shall remain on the Premises at the end of the Sublease Term. Subtenant will have the right to remove any moveable furniture, fixtures and equipment at the end of the Term. In addition, Subtenant will have the right to remove from the Premises at the end of the Term any moveable kitchen equipment or appliances, such as ovens, ranges, and refrigerators installed by Subtenant, as long as Subtenant repairs any damage caused by the removal of such equipment.
 - 12.1. **CRA's Cooperation In Applications.** Pursuant to Section 8.1 of the Lease between the CRA and the Landlord, the CRA agrees to obtain Landlord's joinder in and execution of any permit applications, consents, or other documents required in connection with the construction or installation of any Improvements by Subtenant. The CRA agrees to obtain Landlord's signature for the signing of any required documents within fifteen days after receipt of the request from Subtenant and the document to be signed.
 - 12.2. **Signage.** Subtenant has the continuing right to install signs, awnings, marquees or other structures on the exterior of the Premises with the CRA's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any and all such signs or structures must comply with Applicable Laws.
 - 12.3. **CRA's Work.** The CRA shall provide one grease trap at a size to be determined by engineering calculations and in accordance with Broward County and Florida Building codes, to Subtenant at the expense of the CRA. Tenant shall pay for permits

and fees and do whatever is necessary to properly maintain and clean the grease trap as often as necessary to prevent clogging or discharge, and in compliance with the City Code and, at a minimum, shall be pumped and cleaned not less than once every three (3) months. Additionally, the CRA shall provide other utility connections, including running all gas lines, water lines, electricity, and communication connections (telephone, high-speed internet, cable, etc.).

12.4. Incentives Application. Subtenant may apply for incentives offered by the CRA for tenant interior and/or exterior buildout according to CRA regulations. CRA's contribution for an approved application would be up to a maximum of \$40,000 from the Façade and Business Site Improvement Program and up to a maximum of \$150,000 from the Strategic Investment Program (SIP). Subtenant must make a full application for incentives in order to receive consideration by the CRA Board for approval. Subtenant acknowledges that the CRA has no obligation to approve such incentives application.

12.5. Subtenant Improvement Allowance. The CRA will provide the following allowances for Subtenant improvements to the Premises, which will be paid, in full, within thirty (30) days following Subtenant's presentation to the CRA of paid invoices and approved inspections:

- \$11,758 for Subtenant's construction of a 500-600 amp 3-phase panel;
- \$37,500 for a minimum of 15-ton HVAC system with open ceiling and exposed ductwork and hood system for Tenant's use; and
- \$65,000 for miscellaneous Subtenant improvements. A list of possible improvements may include:
 - parapet (which will be required by city)
 - roll up garage doors for bar and patio entrance
 - additional lighting on exterior of building
 - additional AC above and beyond required for the restaurant openness
 - bringing the historic interior floor back to life
 - training of new team members from local culinary schools
 - architect (MEP drawings) and design plans
 - additional marketing to bring business to the area

13. CRA's Right to Inspect Premises. The CRA will have the right to enter upon and inspect the Premises at reasonable times and after notice to Subtenant. The CRA will have the right to place a sign in the Premises advertising that the Premises are available for rent not more than 30 days prior to the expiration of the Term.

14. Ownership; Peaceful Enjoyment; Surrender of Premises. The CRA represents and warrants that it has a leasehold interest in the Premises and the Plaza Space as provided for in the Lease, the Augustin Lease, and the Francois Lease, respectively. The CRA will warrant and defend Subtenant's right to the peaceful possession and enjoyment of the Premises and the Plaza Space during the Term of this Sublease. At the end of the Term, Subtenant will surrender the Premises and the Plaza Space in clean condition and good repair, normal wear and tear excepted. No surrender of the Premises or the Plaza Space by Subtenant prior to the end of the Term of this Lease will be valid unless accepted by the CRA in writing, or as specifically set forth in this Sublease.

15. **Sublease Subordinate to Lease.** The parties agree that this Sublease shall be subject and subordinate at all times to all of the covenants, agreements, terms, provisions and conditions of the Lease, the Augustin Lease, and the Francois Lease. Neither the CRA nor Subtenant shall do or permit anything to be done in connection with this Sublease or Subtenant's occupancy and use of the Premises and the Plaza Space which will violate the Lease, the Augustin Lease, or the Francois Lease. All actions of Subtenant shall be consistent with the CRA's obligations under the Lease, the Augustin Lease, and the Francois Lease.
16. **Accidental Damage or Injury.** The CRA and the Landlord shall not be liable for any damage to property, or any injury to persons, sustained by Subtenant or others, caused by conditions or activities on the Premises and/or the Plaza Space. Subtenant shall carry insurance insuring the CRA, Subtenant, and Landlord against any claims of the types and in the amounts stated in Exhibit "F" attached hereto and made a part hereof.
17. **Force Majeure.** If the Premises and/or the Plaza Space shall be destroyed or damaged by any acts of Force Majeure, including earthquake or fire, to such an extent as to render the Premises untenable in whole or in substantial part, the CRA or Subtenant (provided that Subtenant is not at fault for the damage) shall have the right to terminate the Term of the Sublease by giving notice to the other of its exercise of such right at any time within thirty (30) days after the occurrence of such damage or destruction. If this notice is given, the term of the Sublease shall terminate, and rent shall be payable, up to the date of destruction as if such date were the date set forth in the Sublease. If Subtenant exercises the option to terminate the Sublease, Subtenant must immediately vacate the Premises and the Plaza Space, but shall be provided a reasonable amount of time to recover and remove any of its equipment. If neither party has given notice of termination as herein provided, CRA has the option of rebuilding or repairing the Premises and the Plaza Space by giving notice to that effect to Subtenant within fifteen (15) days after the termination of the option of its intent to rebuild or repair the Premises and the Plaza Space or the part so damaged. If the CRA elects to rebuild or repair the Premises and the Plaza Space and does so without unnecessary delay, Subtenant shall be bound by this Sublease, except that during the period of repair, the Rent shall be abated in the same proportion that the part of the Premises rendered unfit for occupancy by Subtenant shall bear to the whole of the subleased premises. There is no abatement in the Rent if only the Plaza Space is damaged or destroyed. In the event that neither party terminates the Sublease pursuant to the above portion of this paragraph, CRA's repairs must be complete within six (6) months following the destruction, or Subtenant shall have the option to terminate this Sublease within twenty (20) days after the expiration of the six (6) month period.
18. **Liens.** Subtenant shall keep the Premises and the Plaza Space free and clear of all liens arising out of any work performed, material furnished or obligations incurred by Subtenant.
19. **Laws and Ordinances.** Subtenant agrees to comply with all applicable state statutes, Broward County and City ordinances, and any safety requirements of all federal, state and local governments. Subtenant shall maintain all required licenses from governmental agencies in full force and effect during the term of this Sublease.
20. **Indemnification.** Subtenant will indemnify and hold harmless the CRA, the City of Pompano Beach ("City"), the Landlord, and the Premises and the Plaza Space from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever ("Claims") that may arise from or be claimed against the CRA, the City, the Landlord, or the Premises and the Plaza Space by any person for any injury to person or property or damage of whatever kind or character

arising out of or in connection with any of the following: (a) the use or occupancy of the Premises and the Plaza Space by Subtenant or its employees, agents, guests, and invitees; or (b) any failure by Subtenant or its employees, agents, guests, and invitees to comply with all Applicable Laws.

- 20.1. **Lawsuits.** If any lawsuit or proceeding is brought against the CRA, the City, the Landlord, or the Premises and/or the Plaza Space on account of any alleged violations of, or failure to comply with, Applicable Laws, or on account of any damage, omission, neglect, or use of the premises and/or the Plaza Space by Subtenant, its agents, employees, guests and invitees, Subtenant agrees that Subtenant or any other person on the premises and/or the Plaza Space with Subtenant's consent will defend the CRA, the City, and Landlord in such lawsuit or proceeding, and pay whatever judgments may be recovered against the CRA, the City, the Landlord, or the Premises and/or the Plaza Space, and pay for all attorneys' fees in connection with such lawsuit or proceeding, including attorneys' fees on appeal. The venue for any litigation shall be in Broward County, Florida.
- 20.2. **Limitation.** Nothing in this Sublease shall be deemed as a waiver by the CRA or the City of the monetary limits set forth in Section. 768.28(5), of the Florida Statutes, which monetary limits shall be applicable regardless of whether said limitations would apply in the absence of this provision.
- 20.3. **Glass Damage.** In case of damage to glass caused by Subtenant, or its agents, employees, guests or invitees in the Premises and the Plaza Space, Subtenant agrees to replace the glass with glass of the same kind, size, and quality as quickly as possible at Subtenant's expense.

21. Defaults and Remedies.

- 21.1. **Events of Default.** The occurrence of any one or more of the following events shall constitute a Default under this Sublease:
 - 21.1.1. **Failure by Subtenant to pay Rent.** If any Rent due under this Sublease is not paid within fifteen days after the due date, the CRA will have the right to resume possession of the Premises and the Plaza Space and re-lease or rent the Premises and the Plaza Space for the remainder of the Term for the account of Subtenant and recover from Subtenant at the end of the Term the difference between the Rent specified in this Sublease and the Rent received on the re-leasing or renting.
 - 21.1.2. **Failure by either party to observe or perform in any material respect any covenant, obligation or agreement contained in this Sublease.**
 - 21.1.3. **The filing by Subtenant of a petition to have Subtenant adjudged bankrupt or a petition for reorganization under any law relating to bankruptcy; or the appointment of a trustee or receiver to take possession of all or substantially all of Subtenant's assets where such possession is not restored to Subtenant within ninety (90) days of such appointment.**
 - 21.1.4. **The material breach of any representation or warranty by either Party contained in this Sublease Agreement if such material breach is not cured after written notice from the non-defaulting party to the defaulting party and a reasonable opportunity to cure such material breach.**

- 21.2. **Cure Period.** In the event of a Default, the non-defaulting party shall provide written notice to the defaulting party and the defaulting party shall have thirty (30) days to cure such Default, provided that the cure period shall be extended if the Default cannot reasonably be cured within thirty (30) days and the defaulting party is using commercially reasonable efforts to cure said Default.
- 21.3. **Remedies for Default.** Following the occurrence of a Default and the expiration of any applicable cure period, the non-defaulting party may terminate this agreement. Additionally, the non-defaulting party shall have the right to have provisions of this Agreement enforced by any court having equity jurisdiction it being acknowledged that any such Default will cause irreparable injury to the non-defaulting party and that money damages will not provide an adequate remedy.
22. **No Waiver.** The exercise by either party to this Sublease of any right or remedy under this Sublease will not be a waiver of or preclude the exercise of any other right or remedy afforded such party by this Sublease or by Applicable Laws. The failure of either party in one or more instances to insist on strict performance or observation of one or more of the covenants or conditions of this Sublease or to exercise any remedy, privilege, or option conferred by this Sublease on or reserved to such party shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. Regarding the CRA, its receipt of Rent or any other payment or partial payment required to be made by the Subtenant shall not act to waive any additional Rent or other payment then due. Even with the CRA's knowledge of the breach of any covenant or condition of this Sublease, receipt of Rent will not operate as or be considered to be a waiver of this breach. No waiver by either party of any of the provisions of this Sublease, or of any of either party's rights, remedies, privileges, or options under this Sublease, will be considered to have been made unless made by such party in writing.
23. **Assignment and Subletting.** This Sublease may not be assigned, sublet, or subleased without the express written consent and approval of the CRA, which consent shall not be unreasonably withheld, conditioned or delayed.
24. **Termination and Surrender**
- A. If Subtenant does not renew the Sublease as described herein or a new lease with the CRA is otherwise not secured:
1. Subtenant shall surrender the Premises and the Plaza Space on or before the last day of the Term of this Sublease.
 2. The CRA shall have the right to place and maintain on the Premises and the Plaza Space "For Rent" signs during the last thirty (30) days of the term of this Sublease.
 3. Subtenant shall, at the expiration of this Sublease, surrender the keys to the Premises to the CRA.
- B. If Subtenant shall surrender the Premises and the Plaza Space at the election of the Subtenant, the liability for all duties and obligations required of Subtenant shall continue until the surrender has been accepted by the CRA in writing.
25. **Address for Payments and Notices**

- 25.1. **Notices to the CRA.** Rent payments and notices to the CRA shall be mailed or delivered to the address set forth on the first page of this Sublease, unless the CRA changes the address by written notice to Subtenant.
- 25.2. **Notices to Subtenant.** Notices to Subtenant shall be mailed or delivered to the Premises and to Subtenant's address set forth on the first page of the Sublease.
- 25.3. **Mailing of Notice.** All notices required under this Sublease shall be sent either by (a) certified or registered mail, return receipt requested; (b) hand-delivery with a receipt evidencing delivery, or (c) Federal Express or other nationally recognized overnight mail service.
26. **Radon Gas Notification.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.
27. **Miscellaneous Provisions.**
- 27.1. **Inspection Period.** Subtenant shall have thirty (30) days following the execution of this Sublease and receipt of the complete due diligence package in the form of a CD to perform an inspection of the Premises and related documentation in order to ensure suitability of the Premises for Subtenant's intended investment, which shall include ensuring proper zoning to operate as a brewery with a taproom, CMB manufacturing license with a retail license to sell beer (and wine, if Subtenant so desires) for on and off site consumption. During the Inspection Period, the CRA will assist the Subtenant in obtaining a determination from the City that the Premises currently comply with all necessary requirements for the use stated herein so as not to require a new HVAC system or handicap ramp for the rear exit. Subtenant agrees to limit its occupancy allowable by the City of Pompano Beach's Code of Ordinances at time of permitting in order to achieve the above. If such assurance is not provided in writing by the City's building department and planning and zoning department during the Inspection Period, the Inspection Period may be extended by the Subtenant by giving notice to the CRA in writing that it wishes to extend the Inspection Period until such time as such assurance is provided by the City departments but not longer than 120 days.
- 27.2. **Captions.** The captions appearing in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Sublease or affect this Sublease in any way.
- 27.3. **Governing Law.** This Sublease will be governed by the laws of the State of Florida, as to both interpretations and performance.
- 27.4. **Entire Agreement.** This Sublease sets forth all of the promises, agreements, conditions, and understandings between the CRA and Subtenant relative to the Premises and the Plaza Space. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No amendment, change, or addition to this Sublease will be binding on the CRA or Subtenant unless in writing and signed by both of them. Tenant acknowledges that once construction of the Plaza is completed, there will be rules and regulations that apply to the Plaza and use of the Plaza Space will be subject to such additional rules and regulations.

27.5. **Successors and Assigns.** The terms of this Sublease will be binding on the respective successors, representatives, and assigns of the parties.

IN WITNESS WHEREOF, the CRA and Subtenant have duly executed this Sublease Agreement on October 22, 2018.

"CRA":

Signed, Sealed and Witnessed
In the Presence of:

POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY

Betty J. Manes
Print Name: Betty J. Manes

By: [Signature]
Lamar Fisher, Chairman

[Signature]
Print Name: Kimberly VAZQUEZ

ATTEST: [Signature]
Marsha Carmichael, Secretary

EXECUTIVE DIRECTOR:

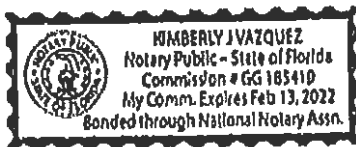
[Signature]
Print Name: Shelley R. Bartholomew

By: [Signature]
Gregory P. Harrison

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22nd day of October, 2018 by LAMAR FISHER as Chair, GREGORY P. HARRISON as Executive Director and MARSHA CARMICHAEL as Secretary of the Pompano Beach Community Redevelopment Agency, who are personally known to me.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

[Signature]
(Name of Acknowledger Typed, Printed or Stamped)

GG 185419
Commission Number

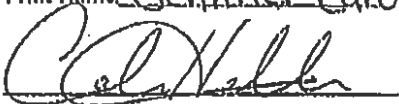
"SUBTENANT":

INNOVATE FOOD GROUP, LLC

Signed, Sealed and Witnessed
in the Presence of:



Print Name: Jennifer Landers



Print Name: Courtney Heller

By: 

Print Name: Michael Linder

Title: Managing member / owner

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this 10 day of OCTOBER, 2018, by MICHAEL LINDER as Managing member (title) of INNOVATE FOOD GROUP, LLC, who is personally known to me or who has produced _____ (type of identification) as identification..

NOTARY'S SEAL:




NOTARY PUBLIC, STATE OF FLORIDA

Joanne Morris
(Name of Acknowledger Typed, Printed or Stamped)

FF 217966

Commission Number

Exhibit: D

1st Ave. & 2nd St.
(165 NE 1 AVE)
1'x1' 2 pc

#4



#3



EXHIBIT E

INSURANCE REQUIREMENTS: INNOVATE FOOD GROUP, LLC.

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from

Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse	
—	hazard	
—	underground hazard	
XX	products/completed	bodily injury and property damage combined
	operations hazard	
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
—	liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and Aggregate.
Bodily injury (each person) bodily injury (each accident),
property damage, bodily injury and property damage
combined.

- comprehensive form
- owned
- hired
- non-owned

REAL & PERSONAL PROPERTY

- comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

—	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

— * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies. Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
01/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of North Carolina, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Innovate Food Group, LLC Thompson Hospitality Corporation 1741 Business Center Drive, Suite 200 Reston, VA 20190	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Company of P INSURER B: ACE Property & Casualty Insurance Company INSURER C: New Hampshire Insurance Company INSURER D: Illinois National Insurance Company INSURER E: National Fire & Marine Insurance Company INSURER F:

COVERAGES

CERTIFICATE NUMBER: W9999771

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	GL 5425725	09/30/2018	09/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Self Insured <input checked="" type="checkbox"/> Physical Damage		CA 9581322	09/30/2018	09/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		XOO G27738631 004	09/30/2018	09/30/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> No N/A	N/A	WC 031467823	09/30/2018	09/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Liquor Liability		GL 5425721	09/30/2018	09/30/2019	Each Common Cause \$1,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 10/30/2018 WITH ID: W8707944.

\$1,000,000 SIR applies as respect to General Liability per terms and conditions of this policy.

The Umbrella Policy follows the Primary Insurance coverage captioned above subject to the policy terms and SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION****APPROVED**

By Danielle Thorpe at 4:04 pm, Jan 30, 2019

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Peter W. Estell*City of Pompano Beach
100 W Atlantic Blvd
Pompano Beach, FL 33060

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of North Carolina, Inc.		NAMED INSURED Innovate Food Group, LLC Thompson Hospitality Corporation 1741 Business Center Drive, Suite 200 Reston, VA 20190	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

conditions.

\$1,000,000 SIR applies as respect to Liquor Liability per terms and conditions of this policy.

City of Pompano Beach, CRA and Landlord are included as Additional Insureds as respects General Liability where required by written contract.

INSURER AFFORDING COVERAGE: Illinois National Insurance Company

NAIC#: 23817

POLICY NUMBER: WC 031467824 **EFF DATE:** 09/30/2018 **EXP DATE:** 09/30/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation/	E.L. Each Accident	\$2,000,000
Employers Liability - Per Statute	E.L. Disease-Pol Lim	\$2,000,000
Covers State of FL	E.L. Disease Each Emp	\$2,000,000

INSURER AFFORDING COVERAGE: National Fire & Marine Insurance Company

NAIC#: 20079

POLICY NUMBER: 42-XSF-302911-03 **EFF DATE:** 09/30/2018 **EXP DATE:** 09/30/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Automobile Liability	Limit	\$3,000,000
Any Auto		

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh

NAIC#: 19445

POLICY NUMBER: CA 9581322 **EFF DATE:** 09/30/2018 **EXP DATE:** 09/30/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Garagekeepers	Limit	\$2,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh

NAIC#: 19445

POLICY NUMBER: CA 9581324 **EFF DATE:** 09/30/2018 **EXP DATE:** 09/30/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Auto Liability - VA	Combined Single Limit	\$2,000,000
	Any Auto	
	Self Ins. Phy. Damage	