

**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY  
STRATEGIC INVESTMENT PROGRAM GRANT AGREEMENT**

Contract No.: **NW CRA– STRATEGIC INVESTMENT PROGRAM 20-1**

THIS POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY STRATEGIC INVESTMENT PROGRAM GRANT AGREEMENT (the “Agreement”) is made and entered into this \_\_\_\_\_ of \_\_\_\_\_, 2019, by and between the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, under Part III, Chapter 163, Florida Statutes, 100 W. Atlantic Blvd., Room 276, POMPANO BEACH, FL 33060 (the “CRA”), and **INNOVATE FOOD GROUP LLC.**, a **Florida Limited Liability Company**, with an address 2059 Blount Road, Pompano Beach, Florida, 33069 (the “GRANTEE”).

**WITNESSETH:**

WHEREAS, the CRA undertakes activities for redevelopment and to remedy blight in the Community Redevelopment Areas of the City of Pompano Beach (the “City”); and

WHEREAS, in furtherance of its goals, the CRA adopted redevelopment incentive programs to provide grants to eligible recipients; and

WHEREAS, the GRANTEE subleases the property from the CRA in the Pompano Beach Redevelopment Area, and has applied for a grant under the Strategic Investment Program and.

WHEREAS, the CRA wishes to enter into an Agreement with the GRANTEE to provide a grant for property improvement and to define the relationship between the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the value of which is hereby acknowledged by both parties, the parties agree as follows.

**SECTION 1. RECITALS**

The recitals set forth above are incorporated herein and made a part of this Agreement.

**SECTION 2. THE PROPERTY**

2.1 The Property is subleased by GRANTEE. The property is located at **165 NE 1<sup>st</sup> Avenue, Pompano Beach, Florida, 33060** (the “Property”), legally described as: Legal Description

RE-SUBDIVISION OF LOT 15 OF SUBDIVISION OF SEC 35 T 48S R 42E B-76 D LOT 8 E 53.2

2.2 GRANTEE shall provide proof of long-term lease or ownership of the Property and the status of the business, satisfactory to CRA, prior to disbursal of any funds.

**SECTION 3. THE GRANT**

- 3.1 The CRA hereby awards GRANTEE a sum not to exceed **One Hundred Fifty Thousand and 00/100 Dollars (\$150,000)** (the "Grant"). The full amount of the Grant shall be used for interior and exterior renovations to the Property. The use of all funds shall be governed by the Application and the Renovation Proposal attached and incorporated herein as composite Exhibit "A" (collectively, the "Scope of Work.").
- 3.2 The CRA's obligation is limited to awarding the Grant. The CRA does not assume any liability for GRANTEE'S personnel decisions, business decisions or policies, including but not limited to the hiring of staff, paying of staff salaries or the expenditure of overhead costs.
- 3.3 Changes in the use of the Grant proceeds or amendments to the project's budget must be approved, in writing, by the CRA's Executive Director. Requests for changes must be in writing by the GRANTEE to the CRA Executive Director and include a detailed justification for the request.
- 3.4 As security for GRANTEE'S performance hereunder, GRANTEE shall, at the discretion of the CRA's Executive Director, execute a Promissory Note, a Mortgage and Security Agreement, a Restrictive Covenant and/or a Guaranty in favor of CRA ( the "Grant Documents"), all of which shall be cancelled upon full compliance with the terms of said documents by GRANTEE.
- 3.5 All disbursements of the Grant proceeds shall be made on a reimbursement basis according to the "Project Description" outlined in the Strategic Investment Program application attached hereto as composite Exhibit "A". Grant funds may be used solely for interior and exterior capital improvements to the Property and are subject to the CRA's receipt of documentation establishing prior payment by the GRANTEE of improvements, including receipts, invoices, canceled checks, and such other documents as the CRA may require. The submissions for reimbursements must be submitted to the CRA Executive Director and shall include a letter summarizing the funding request. Disbursements of the Grant proceeds may be made on a reimbursement basis or paid directly to the Service Provider, in accordance with the Scope of Services attached to application and provided applicant first approves of payment to Service Provider.

**SECTION 4. INSURANCE**

4.1 The Grant awarded to GRANTEE is subject to the following Insurance requirements:

- 4.1.1 The CRA's receipt of an original certificate of insurance for the following forms of insurance:

- 4.1.2 Worker's Compensation insurance for all employees of the GRANTEE, as required by Chapter 440, Florida Statutes, as may be amended from time to time.
- 4.1.3 General Liability insurance annually in an amount not less than \$300,000 combined single limits per occurrence for bodily injury and property damage which lists the CRA and the City as additional insureds.
- 4.1.4 The insurance coverage required must include those classifications listed in standard liability insurance manuals, which most nearly reflect the operations of the GRANTEE.
- 4.1.5 Companies issuing all insurance policies required above must be authorized to do business under the laws of the State of Florida, with the following qualifications:
- 4.1.6 The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance and be a member of the Florida Guaranty Fund;
- 4.1.7 Certificates of Insurance must provide that the GRANTEE will make no material adverse change, cancellation, or non-renewal of coverage without thirty (30) days advance written notice to the CRA.

#### **SECTION 5. SCOPE OF WORK**

- 5.1 Grantee shall use funds provided in accordance with the Application and the Renovation Proposal(s) attached and incorporated herein as composite Exhibit "A" (collectively, the "Scope of Work.").
- 5.2 Any amendments to composite Exhibit "A" desired by GRANTEE shall be submitted in writing to the CRA Executive Director. Amendment must be accompanied by written justification and must be approved by the CRA Executive Director in writing before the amendment becomes effective.

#### **SECTION 6. TERM, COMMENCEMENT AND COMPLETION DATES**

- 6.1 The Effective Date of this Agreement shall be the date of execution by the last of the parties.
- 6.2 The Term of this Agreement shall be for twenty-four (24) months from the Effective Date.
- 6.3 Work provided in the Scope of Work shall commence on or before December 17, 2019, and shall be fully completed not later than 60 days prior to the end of the Term of this Agreement.

## **SECTION 7. RECORDS**

7.1 **INSPECTION.** All of GRANTEE'S books and records and documents related to the grant must be made available for inspection and/or audits by the CRA and any other organization conducting reviews for the CRA upon 24 hours notice throughout the Term of this Agreement. In addition, GRANTEE must retain all records related to the grant in proper order for at least three (3) years following the expiration of the Agreement. The CRA shall have access to such records, for the purpose of inspection or audit during the three (3) years period. This Section shall survive the expiration of this Agreement.

## **SECTION 8. SPECIAL CONDITIONS**

8.1 **CESSATION OF OCCUPANCY OR OWNERSHIP.** In the event the GRANTEE sells, ceases to own or occupy the Property during the "Restrictive Period" provided in the Restrictive Covenant associated herewith, or, in the absence of a Restrictive Covenant, two years from the date of completion of improvements, GRANTEE shall repay the full amount of the grant to the CRA and any un-advanced portion of the Grant shall be retained by the CRA. The determination that GRANTEE has sold, ceased to own or occupy the Property shall be made solely by the CRA. Additionally, sale, cessation of ownership or occupancy constitutes an event of default for which all other default provisions of this Agreement shall apply, including but not limited to those provided in Section 9 below. This provision shall survive termination or expiration of this agreement.

8.2 **MATERIAL CHANGE OF CIRCUMSTANCES.** GRANTEE shall immediately notify the CRA of any material change of circumstances of the project. For the purpose hereof, material change of circumstances shall include, but not be limited to, the failure of the GRANTEE to diligently and actively pursue commencement or completion the Scope of Work, failure to fulfill the terms of this agreement or the other Grant Documents, cessation of occupancy, sale or transfer of ownership of the business or the property, voluntary or involuntary bankruptcy or an assignment for the benefit of creditors. A material change of circumstances shall constitute a default under this agreement for which the CRA shall have the right to pursue any remedy provided in this agreement or the other Grand Documents, or by law or in equity.

8.3 **ASSIGNMENT.** GRANTEE shall not assign, transfer, or otherwise dispose of any of its rights or obligations under this Agreement without prior written consent of the CRA.

8.4 **RULES, REGULATIONS AND LICENSING REQUIREMENTS.** GRANTEE and its staff must possess the licenses and permits required to conduct its affairs including federal, state, city and county. In addition, GRANTEE shall comply with all, laws, ordinances and regulations applicable to carrying out the Scope of Work including, but not limited to, conflicts of interest, building, zoning, land and property use regulations.

8.5 **PERSONNEL**. GRANTEE shall notify the CRA of all changes in personnel within five (5) working days of the change. All personnel of the GRANTEE are solely employees of the GRANTEE and not employees or agents of the CRA.

8.6 **INDEMNIFICATION**. GRANTEE shall indemnify and hold harmless the CRA and the City, and their Board or Commission members, employees or agents from any claims, liability, losses and causes of action that may arise out of any activity related to this Agreement or GRANTEE'S use of the funds. GRANTEE will pay all claims and losses of any nature related to this Agreement or GRANTEE'S use of the funds, and will defend all suits, in the name of the CRA when applicable, and will pay all costs and judgments that may issue from it, except those caused by the sole negligence of CRA employees or officers. The GRANTEE recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the CRA in support of the obligation in accordance with the laws of the State of Florida. Nothing herein shall be construed to waive any of the CRA's or the City's rights set forth in Section 768.28, Florida Statutes. This paragraph shall survive the termination of this Agreement. Nothing contained in this Agreement shall be deemed a waiver of sovereign immunity by the CRA.

8.7 **NOTICES**. All notices required in this Agreement if sent to the CRA shall be mailed to:

Pompano Beach Community Redevelopment Agency  
100 W. Atlantic Blvd.  
P.O. Box 1300  
POMPANO BEACH, Florida 33060  
Attn: Executive Director

And to:

Pompano Beach CRA Attorney c/o City Attorney's Office  
100 W. Atlantic Blvd.  
P.O. Box 1300  
POMPANO BEACH, Florida 33060

All written notices if sent to the GRANTEE shall be mailed to the address in paragraph one of page one above.

8.8 **NONDISCRIMINATION**. GRANTEE represents and warrants to the CRA that GRANTEE does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with GRANTEE'S performance under this Agreement on account of race, gender, religion, color, age, disability, national origin, marital status, familial status, sexual orientation or political affiliation. GRANTEE further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

8.9 **ADA REQUIREMENTS.** GRANTEE must meet all the requirements of the Americans With Disabilities Act (ADA), which includes posting a notice informing GRANTEE'S employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

8.10 **INDEPENDENT CONTRACTOR.** At all times during the term of this Agreement, the GRANTEE shall be and act as an independent contractor. At no time shall GRANTEE be considered an agent or partner of the CRA.

8.11 **COSTS.** GRANTEE shall obtain and pay for all permits, licenses, federal, state and local taxes chargeable to its operation.

8.12 **ENTIRE AGREEMENT.** This Agreement expresses the entire agreement of the parties and no party shall be bound by any promises or representations, verbal or written, made prior to the date hereof which are not incorporated herein.

8.13 **MODIFICATION.** This Agreement may not be modified, except in a writing signed by all parties hereto.

8.14 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and all legal actions necessary to enforce the Agreement shall be held in Broward County, Florida, or, if Federal, said action shall be brought in the Southern District of Florida. If any legal action or other proceeding is brought for the enforcement of this Agreement, the successful prevailing party or parties shall be entitled to recover reasonable attorneys' fees and court costs.

8.15 **WAIVER OR BREACH.** It is hereby agreed by the parties that no waiver or breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any covenant.

8.16 **PLEDGES OF CREDIT.** GRANTEE shall not pledge the CRA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.

8.17 **SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

8.18 **SUCCESSORS AND ASSIGNS.** The GRANTEE binds itself and its partners, successors, executors, administrators and assigns to the CRA, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the GRANTEE

8.19 **AGENTS.** Should a GRANTEE choose to engage the services of an agent (individual or company) to assist/represent applicant in this aspect of the process, the expenses for the agent's service will be borne by the GRANTEE. Such expenses are not reimbursable under the terms of any of the CRA's incentive programs. CRA funds cannot be applied to services other than architecture, engineering, etc. related to the construction of the interior or exterior of the building. The CRA hereby represents and warrants that the CRA has dealt with no Agent and GRANTEE agrees to hold CRA harmless from any claim or demand for commissions made by or on behalf of any agent or representative of GRANTEE in connection with this application for improvements to GRANTEE'S property.

## **SECTION 9. DEFAULT AND REMEDIES.**

9.1 **GRANTEE'S DEFAULT.** GRANTEE'S failure to comply with any of the provisions of this Agreement, or sale of the property by Owner shall constitute a default upon the occurrence of which the CRA may, in its sole discretion, (i) withhold, temporarily or permanently, all, or any unpaid portion of the grant upon giving written notice to GRANTEE, and/or (ii) terminate this Agreement and demand a full refund of the Grant. Upon default as provided herein the CRA shall have no further obligations to GRANTEE under this Agreement.

9.2 **REPAYMENT OF FUNDS.** GRANTEE shall repay the CRA for all unauthorized, illegal or unlawful expenditure of funds, including unlawful and/or illegal expenditures discovered after the expiration of this Agreement. GRANTEE shall also reimburse the CRA in the event of default hereunder, in the event any funds are lost or stolen, if work was not completed as provided in the Scope of Work and the budget attached hereto as composite Exhibit "A" or the Property is sold or vacated by GRANTEE. Any portion of the grant which is to be repaid to the CRA shall be paid by delivering a cashier's check for the total amount due, payable to the POMPANO BEACH Community Redevelopment Agency, within thirty (30) days of the CRA'S demand therefore.

9.3 **TERMINATION OF THIS AGREEMENT.** The CRA may terminate this Agreement with or without cause or for its convenience. Termination of this Agreement by the CRA shall relieve the CRA of any further obligations hereunder. Such termination shall not release GRANTEE from its obligations under this Agreement including, but not limited to, obligations relating to the completion of activities funded while the Agreement was in effect but not completed prior to the date of termination, or repayment of any funds GRANTEE is obligated to repay.

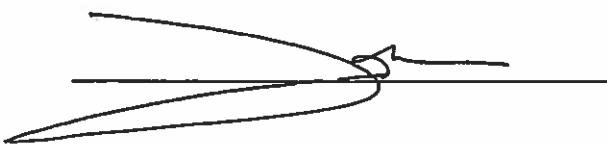
9.4 **LIMITATION ON RIGHTS AND REMEDIES.** Nothing contained herein shall be construed as limiting or waiving any rights of the CRA to pursue any remedy which may be available to it in law or in equity. Nothing contained herein shall act as a limitation of the CRA's rights in the event that GRANTEE fails to comply with the terms of this Agreement.

9.5 **CRA'S DEFAULT.** In the event the CRA fails to comply with the terms of this Agreement, GRANTEE shall provide the CRA with notice detailing the nature of the default, whereupon the CRA shall have thirty (30) days within which to initiate corrective actions and ninety (90) days within which to cure the default. Should the CRA fail to cure the default, GRANTEE'S sole remedy is to terminate this Agreement. The effective date of any such termination shall be the date of the notice of termination given by GRANTEE to the CRA.

[REMAINDER INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

WITNESSES:



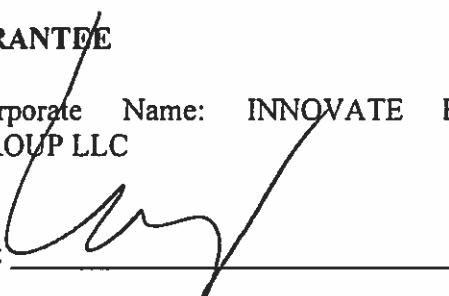
Print Name: John M. Hildwein



Print Name: Karen Roberts

GRANTEE

Corporate Name: INNOVATE FOOD GROUP LLC

By: 

Print Name: MICHAEL LINDER

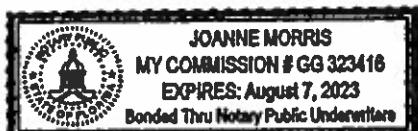
Title: Owner

Date: 12/11/19

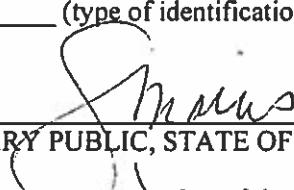
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of December, 2021, by JOANNE MORRIS, by 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)

66323416  
Commission Number

Signed, Sealed and Witnessed  
In the Presence of:

**POMPANO BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Rex Hardin, Chairman

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Gregory P. Harrison, Executive Director

ATTEST:

Print Name: \_\_\_\_\_

Marsha Carmichael, Secretary

**STATE OF FLORIDA  
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Rex Hardin as Chairman, 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

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

**EXHIBIT "A"**

**INNOVATE FOOD GROUP LLC  
165 NE 1<sup>ST</sup> STREET  
POMPANO BEACH, FLORIDA**

**STRATEGIC INVESTMENT PROGRAM APPLICATION**

**EXECUTIVE SUMMARY  
PROJECT OVERVIEW**



design kollaborative  
architects / planners, inc.

MEMBER, AMERICAN INSTITUTE OF ARCHITECTS • AIA 200054

## PROJECT DESCRIPTION 165 NE 1<sup>st</sup> AVENUE

Date: September 26, 2018

To: CRA Board

Re: Project Narrative

Dear Board:

The subject +/-3,596 square foot building is located on the Southwest corner of Northeast 1st Avenue and Northeast 2<sup>nd</sup> Street in Historic Downtown Pompano Beach (HDPB). The building has concrete slab on grade floor, concrete block walls and twin-tee concrete roof structure. The building is currently an unoccupied shell structure with no interior build-out, electrical service or air-conditioning.

The proposed alterations include both Façade Improvements and Interior Build-out to become a Southern Kitchen and Cocktails (Restaurant and Bar).

Façade Improvements – modern, chic Southern Image:

- Sidewalk Café Dining
- Paint the entire building
- New Double Entry Doors
- New impact glass windows and doors (opening to Courtyard and NE 2<sup>nd</sup> Street)
- New Decorative Parapet - Screening of rooftop equipment
- New signage
- New lighting

Interior Improvements – modern chic Southern Image:

- New Dining Area
- New Bar (open through to courtyard)
- New Kitchen
- New ADA Toilet Rooms
- New Mechanical, Electrical and Plumbing

The design concept, which fully renovates the interior and exterior of the building, complies with the Design Standards as outlined in the CRA Façade Grant Program and will not only renew and enhance the original architecture but will also be an important compliment to the revitalization of HDPB District.

Financing for the project in excess of the funding by the CRA will be paid directly by Innovative Food Group, Inc.

Respectfully submitted,

Andre Capi  
Director

24 NORTHEAST 24<sup>TH</sup> AVENUE \* SUITE 1 \* POMPANO BEACH, FLORIDA 33062

## **Proposal**

An innovative concept which will be a hybrid of an existing prosperous concept located in Washington DC that we will be bringing into Pompano to create a more exciting district.

Innovative Food Group will be the first full service restaurant concept inside Old Town Pompano to help revitalize and bring great food, great service and a great time to the area.

Two successful restaurant groups have joined forces to create Innovative Food Group and bring people together in Pompano for a place to meet, socialize, and enjoy the new atmosphere.

## **About**

Silver Lining Inflight Catering and our partners, Thompson Hospitality, offers a respectable establishment filled with excitement, flavorful and aesthetically pleasing food combined with a contemporary atmosphere. Silver Lining Inflight Catering is a South Florida based company and has been the premier provider of first class, gourmet inflight catering services for 20 years. Additionally, Silver Lining Inflight Catering was created locally in the South Florida market by Mike Linder and Mitch Amsterdam. Both are in the kitchen daily, continuously training and educating their team, while always coming up with new packaging and new ideas. Mike and Mitch have also created a well-established restaurant located at the FXE airport in Fort Lauderdale called Jet Runway Café. Jet Runway Café has been successful for 10 years and is in high-demand. Starting October 7<sup>th</sup> they will officially be open for Brunch on Sundays which has been a high request.

Thompson Hospitality is a minority-owned food service provider, and one of the largest retail food and facilities management company in the country. They have strategic partnerships created with the largest food service company across the globe. Founded in 1992 Thompson Hospitality began its run in the contract food service area and created many more acquisitions as time went on. In 2010 Thompson Hospitality was awarded the Black Enterprise Award and company of the year. With 100's of contracts and over 10 different owned restaurant concepts they were named 2017 #1 Minority owned company.

## **Vision**

To help Old Town Pompano into another great entertainment destination by bringing a Southern Chic modern concept. Wood&Wire will provide creative marketing, great food, great service, and a great atmosphere to Pompano.

### **Target Audience**

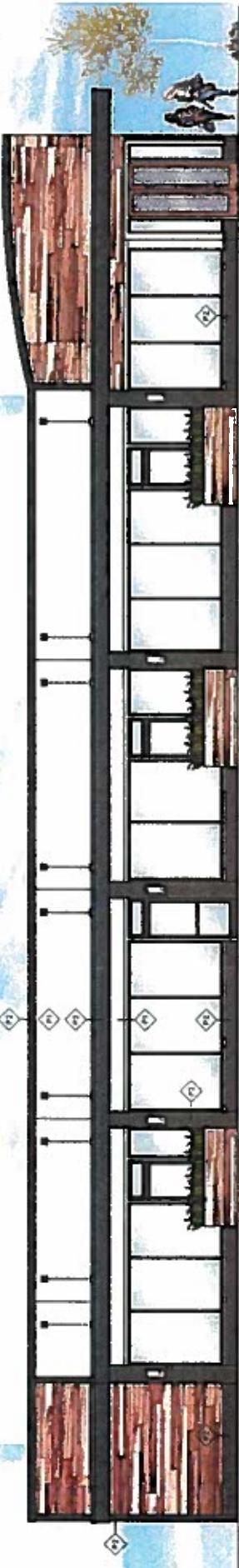
**Our target audience will initially consist of the local Pompano resident and expand to other surroundings areas. Mainly focusing on the 30-60 year old clientele searching for a local restaurant offering a relaxing up beat dining experience.**

### **Goal**

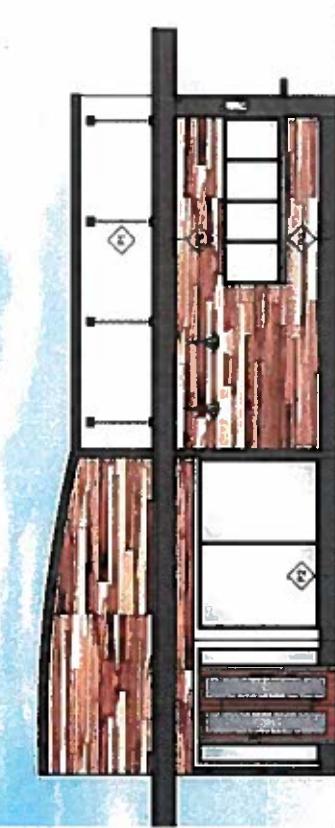
**With their local and National reputation, they will be able to help create jobs, sales, and add value to Pompano Beach. They are looking forward to help create the Complete Streets and develop Pompano into a destination location. Working closely with the City of Pompano and CRA has begun the exciting idea of what's next for the area.**

## PROJECT PLANS



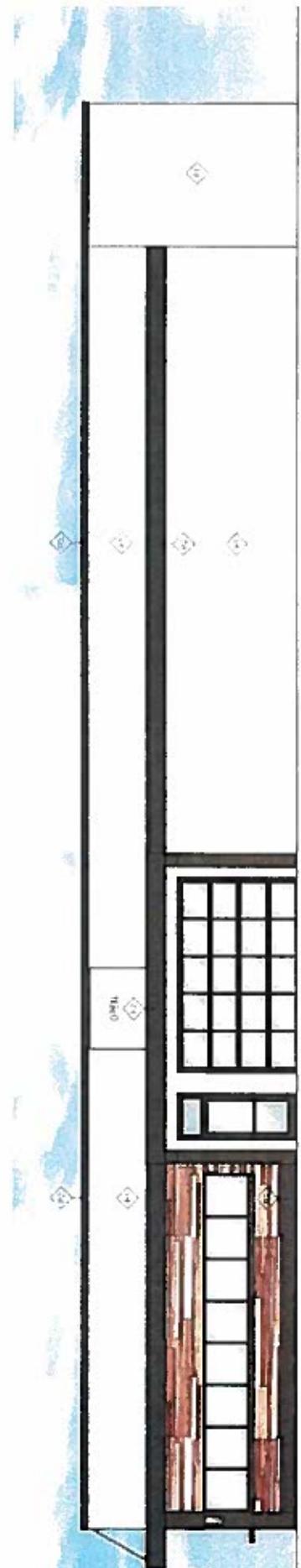


EAST ELEVATION



NORTH ELEVATION



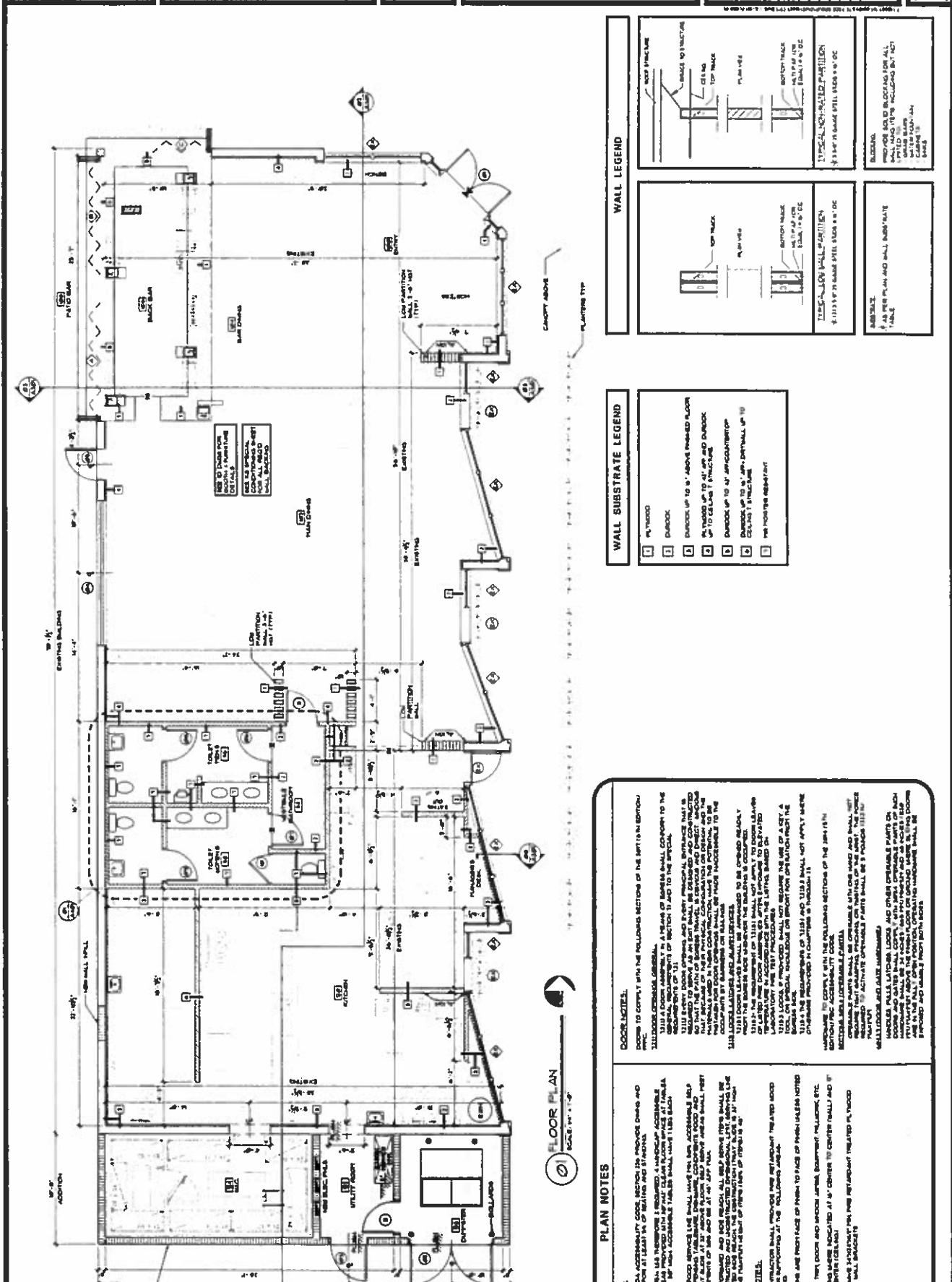


WEST ELEVATION



SOUTH ELEVATION







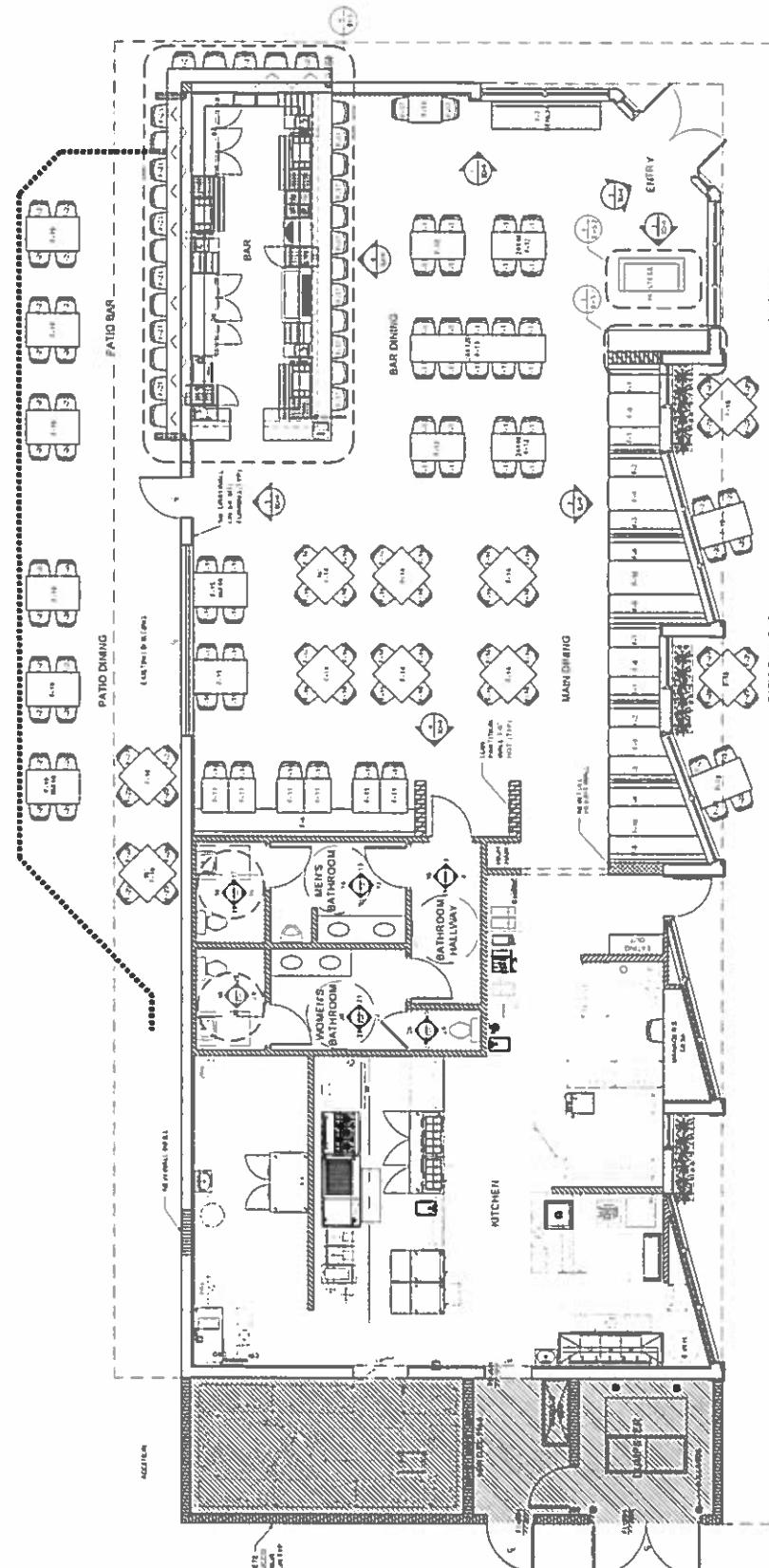
MANHHS DESIGN LLC  
2218 NE 15th Court  
FL Lauderdale, FL 33304  
Ph 954-616-3745  
www.manhhsdesign.com

MANHHS DESIGN  
DESIGN

165 NE 1ST AVENUE  
FLOREDA  
POH PANNO BEACH  
WOOD & WIRE

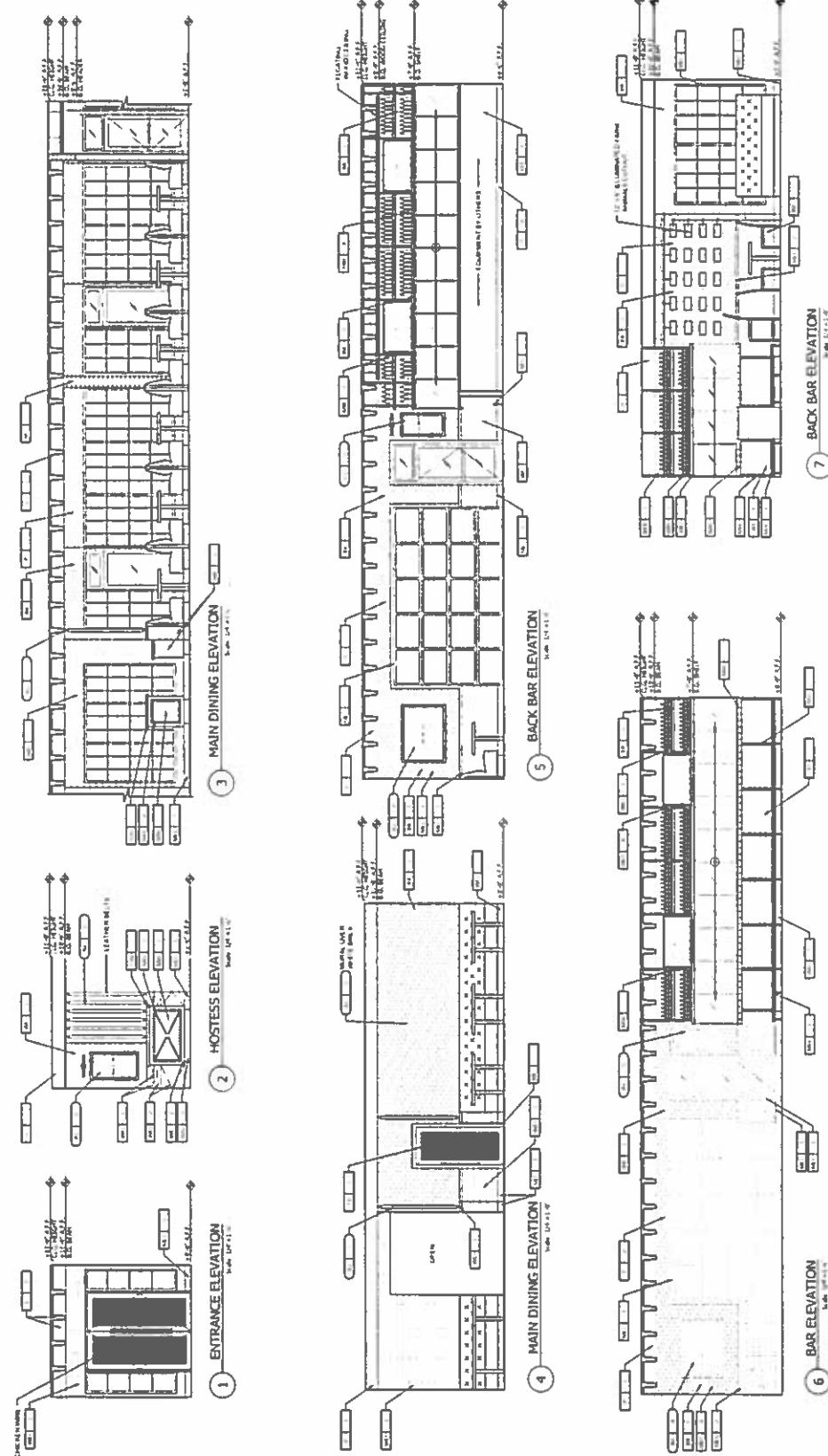
REVISIONS  
None

SHEET NO.  
ID-1

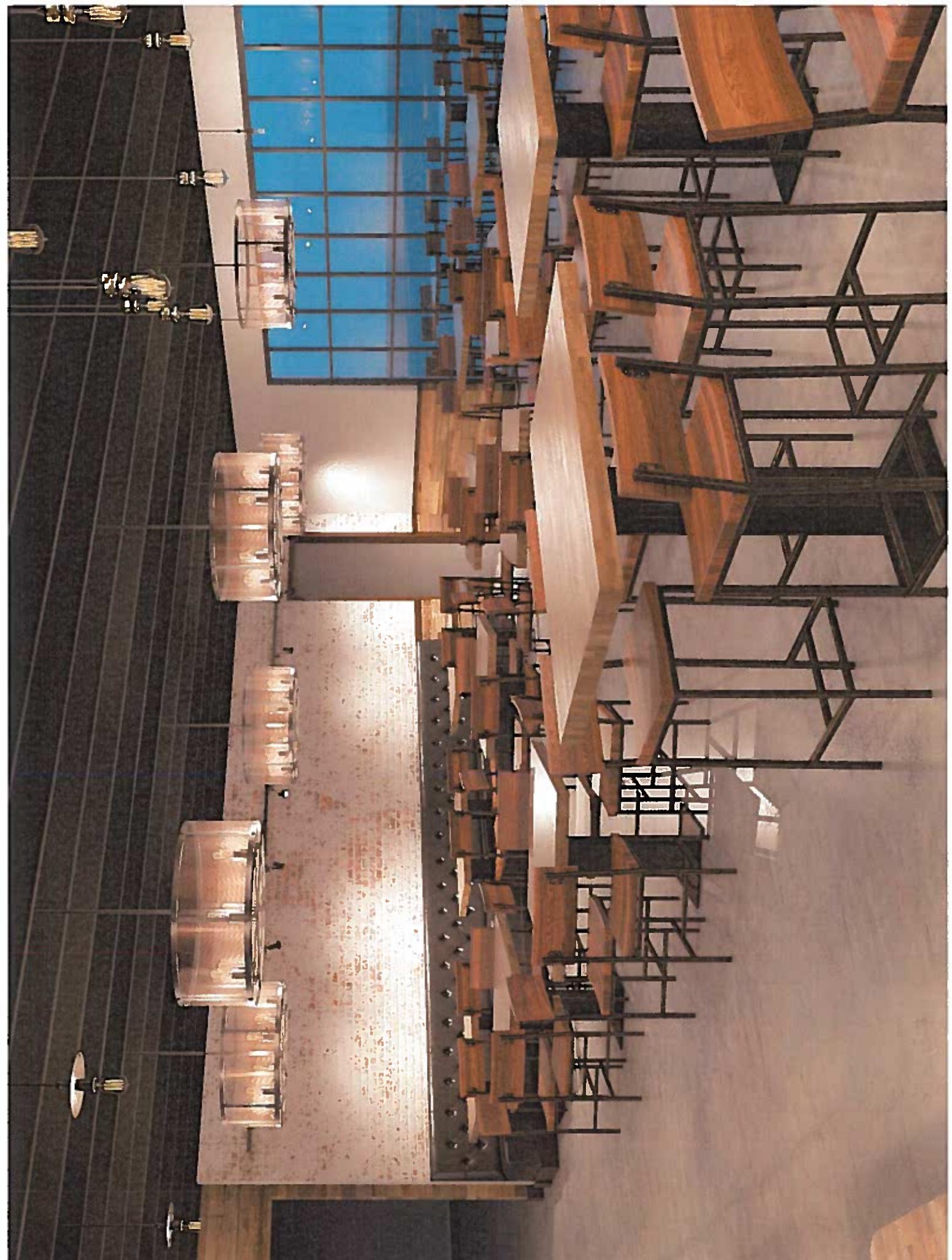


INSIDE BAR	
BAR DRINKING	12
BAR DRINKING	20
PATIO TO BAR	72
PATIO DRINKING	12
PATIO DRINKING	32
PATIO DRINKING	18
TOTAL	177

A FLOOR PLAN













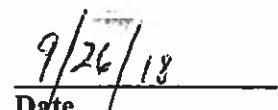
**APPLICATION  
STRATEGIC INVSTEMENT PROGRAM**

PLEASE READ THE FOLLOWING PRIOR TO APPLICATION SUBMITTAL

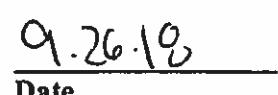
- Properties listed for sale may not apply. Properties sold within twenty-four months of receiving grant funding must repay the full amount.
- Prior to application submittal, a preliminary review of proposed renovations to property must be completed by the Planning Department.
- After approval process, the CRA will provide the applicant with an approved Grant Agreement for signature. It is recommended that **NO CONSTRUCTION** begin until the Grant Agreement is signed by all parties. Improvements completed prior to approval by the CRA Board, may not be eligible for reimbursement.
- If deemed necessary, the Community Redevelopment Agency (CRA) reserves the right to have the application and its contents evaluated and analyzed by an outside third party including but not limited to; the proposed business plan, partnership/ownership information with equity positions, mortgage on the property, lease agreements, letter of Intent from lending institution and any other documents provided by the applicant.
- If your site plan or application request includes landscaping, the landscaping must be a species and variety of native plants that are drought tolerant, require little irrigation and withstand the environmental conditions of Pompano Beach. Irrigation systems must prevent over spray and water waste and it is recommended a drip irrigation system be installed.
- Property to be improved must be free of all municipal and county liens, judgments or government encumbrances of any kind. This provision can be waived by the CRA Board of Commissioners if development plans for said property meets the goals and objectives as set forth in the CRA Five Year Strategic Finance Plan. Upon grant approval, said property must remain free of all municipal and county liens, judgments or encumbrances of any kind under the term of the agreement.

I have read completely and understand the program, including the application guidelines and grant reimbursement process.

  
\_\_\_\_\_  
Applicant Signature

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Property Owner Signature (if different)

  
\_\_\_\_\_  
Date

Strategic Investment Program  
Application Form

Date of Application 10/29/2019

1. Address of project requesting CRA investment:

165 NE 1st Ave  
Pompano Beach, FL

2. Name of Applicant: Mike Linder

Address of Applicant:

2059 Blount Rd  
Pompano Beach, FL 33069

Phone: 954 818.9322 Fax: 33069

Email: mike@silverlininginflightcatering.com

3. Does the applicant own project property? Yes  No

If "No" box is checked, when will property be in control (own or long-term lease) of applicant?

Currently under lease

Indicate the owning entity of the property (i.e. name on property title)

TEPM, Inc.

4. What is the total estimated project investment?

Current assessed value: 125,560

New capital investment dollars: 1,114,991

Total estimated new assessment: 1,240,551

5. What is the percentage (%) amount of ownership equity relative to total estimated project investment?

20% or more

10% to 19.9%

Less than 10%

None

6. What is the percentage (%) of minority ownership of the project?

100%

50% or more

Less than 50%

None

7. How many jobs for neighborhood residents will be created upon completion of the project?

1-5

6-10

10+

None

8. When is it anticipated that construction could begin, assuming project receives SIP assistance? (A detailed project schedule must accompany application)

Less than 12 months

12 to 16 months

16 to 24 months

Longer than 24 months

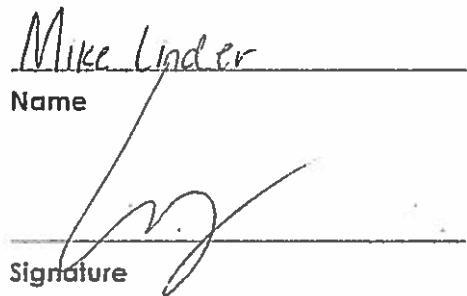
9. Include with this application:

- Two bids/quotes from 2 licensed contractors
- Detailed Budget for entire project
- City of Pompano Beach Business Tax Receipt
- Current Photograph of existing property conditions
- Description of proposed development/improvement of property
- Preliminary site plan, floor plans and renderings that enable staff to determine quality of design; parking must be included in the site plan and meet current code regulations
- Infrastructure improvements, if any, in either the public ROW or on private property
- Preliminary project schedule
- Tenant makeup
- Resume of developer indicating related development experience

- **Business and Financial Information:**

- \*Business Plan
- \*Proforma / Financial Analysis
- \*Mortgage on property. If applicant does not own property, a written authorization from property owner to make changes outlined in the project needs to be provided
- \*Lease agreements with at least 24 months remaining
- \*Letter of Intent from lending institution
- \*Partnership and/or ownership information with equity positions

**Authorized Representative**

Mike Linder  
Name  
  
Signature

Owner  
Title  
10/29/2019  
Date

**Please Note**

Property to be improved must be free of all municipal and county liens, judgments or encumbrances of any kind. This provision can be waived by the CRA Board of Commissioners if development plans for said property meets the goals and objectives as set forth in the Pompano Beach CRA Five Year Strategic Finance Plan. Upon grant approval, said property must remain free of all municipal and county liens, judgments or encumbrances of any kind under the term of the agreement.

## **BUDGET AND CONSTRUCTION ESTIMATE**

**Project Location: Wood & Wire**  
**Address: 165 NE 1st Ave**  
**Pompano Beach FL, 33060**

**Square Footage of Work: 4,024**  
**Proposed Construction Duration: 6 Months**  
**Bids Based on Dwgs: Per Attached Document Bid Set Index**  
**Union or Open Shop?: Open**

\*\*\* IF LINE ITEM IS NOT APPLICABLE PLEASE WRITE NA IN SCHEDULED VALUE; OR IF ITEM IS INCLUDED IN ANOTHER LINE PLEASE INDICATE WHAT LINE

Div	Trade Items	Description	Scheduled Value
02-A	Demolition	Concrete Cutting, Misc Interior and Exterior Demolition No Demolition Plan Provided No Asbestos Report Provided (Cost of Concrete Cutting at Addition is Included in Addition Breakout)	29,454
02-B	Construction Waste Management	Included In General Requirements	
02-C	General Requirements	Excludes cost of General Requirements for Addition which are included in Addition Breakout Cost	114,859
02-L	Decorative Site & Construction Fencing	Excludes Decorative Planter Boxes, Landscaping, Irrigation, Sidewalks	
02-N	Hoists, Chutes, Lifts, Scaffolding	Included in trades	
02-R	Building Final Clean	Included In General Requirements	
02-S	Termite / Pest Controls	Termite Soil Treatment included in Concrete	
02-Y	Permits, Licenses, Fees	Allowance based on 2.5% of project value	23,916
03-A	Structural Concrete	Includes Concrete Form Work, Footing, Columns, Beams, Added Masonry at Parapet Walls, New North Elevation Canopy Truss Roof (Excludes Cost of Addition which is included in Addition Breakout Cost)	69,915
03-B	Concrete Flash Patch / Leveling	Included Ceramic Tile	
04-A	Masonry	Includes BRK-1 Brick Veneer w/ Whitewash Finish	10,918
05-A	Structural Steel	Bollards at Dumpster Room Included In Addition Breakout Cost	0
05-C	Miscellaneous / Decorative Metals	Allowance for Decorative Chains and Aluminum Composite Paneling by Laminators, Omega Lite 6mm	21,834
06-A	Rough Carpentry	Included in Structural Concrete	
06-B	Architectural Millwork	Interior Millwork package including prefinished moldings reclaimed wood wainscoating, Hostess and Back Hostess Cabinets and Tops, Restroom Vanities and Tops, Bar including metal & leather trim, black FRP and Zinc Countertops.	200,173
07-A	Thermal and Moisture Protection	New 60 mil PVC Single Ply PVC Roof Systems w/ R-19 Insulation at Existing Building and New Addition 60 Mil PVC Single Ply Roofing System at existing and new canopies. Includes 20 year (NDL) No Dollar Limit Manufacturer Warranty Assume 1 Layer of Existing Roof To Be Removed. Gutters and Downspouts at West Elevation per plan. (Excludes the cost of the addition which is included in the Addition Breakout Cost.)	87,721
07-E	Caulking	Included in trades	
08-A	Doors, Windows, Frames & Hardware	Includes Hollow Metal Frames, HM Doors, Wood Doors, and Hardware, Per Id Plan, Overhead Door (Excludes cost of doors at Addition which are included in the Addition Breakout Cost)	22,324
08-B	Storefront Glass & Glazing	Includes New Storefront Entrance Nana Wall System	42,740
09-A	Drywall & ACT Systems	Includes Framing, Drywall, Heavy Gauge Framing & Steel Deck at Addition	36,262
09-B	Ceramic Tile	Includes Floor, Wall Tile and floor prep.	42,641
09-C	Carpet & Resilient Flooring	NA	
09-D	Paint & Wallcovering	Includes exterior and interior painting sealing of interior Reclaimed wood and stained concrete floors (Excludes cost of Painting Addition which is included in the Addition Cost Breakout)	12,731
10-F	Fire Extinguishers & Cabinets	Allowance for 3 Fire Extinguishers	541
10-H	Toilet & Bath Accessories	Includes Bath Accessories and Accessory Installation	1,649
12-C	Window Treatments	Provided and installed by Owner	
12-D	Awnings & Canopies	New Canopy Roof included in Structural Concrete	
21-A	Fire Suppression Systems	Fire Sprinkler Allowance (No Design Provided) Excludes DDCV and all underground work (Excludes the cost of Fire Sprinklers at addition which are included in Addition Breakout Cost)	26,842
22-A	Plumbing Systems	Includes New Bathrooms, Gas Piping, Connection of Owner Provided and Installed Kitchen Equipment (Excludes the cost of Plumbing at addition which are included in Addition Breakout Cost)	120,768
23-A	HVAC Systems	Includes new RTU's Excludes Walk in Cooler (Excludes the cost HVAC at addition which are included in Addition Breakout Cost)	96,029

**Project Location: Wood & Wire**  
**Address: 165 NE 1st Ave**  
**Pompano Beach FL, 33060**

**Square Footage of Work: 4,024**  
**Proposed Construction Duration: 6 Months**  
**Bids Based on Dwgs: Per Attached Document Bid Set Index**  
**Union or Open Shop?: Open**

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 PLEASE INDICATE WHAT LINE

Div	Trade Items	Description	Scheduled Value
26-A	Electrical & Communications Systems	Includes Fire Alarm, Installation of Owner Supplied Fixtures, Conduit and Boxes for Low Voltage. We assume that there is an operational FPL primary connection to the transformer. We assume temporary power for construction will be available from existing electrical panel. Excludes cost of FPL Secondary Trenching, Conduit and Wire which is listed below as a separate breakout cost. (Excludes the cost of Electrical Work at addition which are included in Addition Breakout Cost)	104,124
31-A	Earthwork	Allowance to restore area of FPL Secondary Trench (Included in FPL Secondary Breakout Price Below)	0
32-A	Exterior Improvements	Stucco (Excludes cost of Stucco at Addition which is included in Addition Breakout Cost)	19,872
33-A	Utilities	All Utilities Excluded	
	Exterior Reclaimed Wood	Allowance for Fire Treated Sealed Exterior Reclaimed Wood	38,903
	Addition Breakout	Construction Breakout Cost for Addition	94,246
	FPL Secondary Breakout	Breakout Cost for FPL Secondary Wire & Conduit	10,954
	OTHER	N/A	
	<b>SUBTOTAL</b>		<b>1,229,416</b>
01-P	Builder's Risk Insurance	Excluded Can Be Provided Upon Request	
01-P	Subcontractor Bonds	Excluded Can Be Provided Upon Request	
01-P	Payment & Performance Bonds	Excluded Can Be Provided Upon Request	
01-A	Owner's Contingency	Excluded	
01-P	Gross Receipts Taxes	Excluded	
01-P	Escalation / GC Contingency	Excluded	
00-A	Overhead & Profit (GC Fee)	Main Building Excludes Addition which is included below	103,679
	Overhead & Profit (GC Fee)	Addition	9,402
	Overhead & Profit (GC Fee)	Breakout Cost for FPL Secondary Wire & Conduit	1,095
	Overhead & Profit (GC Fee)	Breakout Cost for Re-Roof of Existing Building, Existing Canopies and New Canopy	8,772
	<b>SUBTOTAL</b>	<b>Total Fee</b>	<b>122,948</b>
	<b>ESTIMATE TOTAL</b>		<b>1,352,364</b>

**Breakout Costs (Included in Estimate Total Above)**

**Addition Breakout Cost (Included in Estimate Total Above)**

Subtotal Cost Of Addition	94,246
Overhead & Profit (GC Fee)	9,425
<b>Total Cost Of Addition</b>	<b>103,670</b>

**FPL Secondary Conduit & Wire Breakout Cost (Included in Estimate Total Above)**

Subtotal Cost Of FPL Secondary	10,954
Overhead & Profit (GC Fee)	1,095
<b>Total Cost FPL Secondary</b>	<b>12,050</b>

**Re-Roof of Existing Roof, Existing Canopies and New Canopy excluding addition (Included in Estimate Total Above)**

Subtotal Cost Of Re-Roof	87,721
Overhead & Profit (GC Fee)	8,772
<b>Total Cost Of Re-Roof</b>	<b>96,494</b>

**Project Location: Wood & Wire**  
**Address: 165 NE 1st Ave**  
**Pompano Beach FL, 33060**

**Square Footage of Work: 4,024**  
**Proposed Construction Duration: 6 Months**  
**Bids Based on Dwgs: Per Attached Document Bid Set Index**  
**Union or Open Shop?: Open**

\*\*\* IF LINE ITEM IS NOT APPLICABLE PLEASE WRITE NA IN SCHEDULED VALUE; OR IF ITEM IS INCLUDED IN ANOTHER LINE PLEASE INDICATE WHAT LINE

Div	Trade Items	Description	Scheduled Value
-----	-------------	-------------	-----------------

**Summary of Breakout Costs** (Included In Estimate Total Above)

<b>Total Breakout Cost Of Addition</b>	<b>103,670</b>
<b>Total Breakout Cost FPL Secondary</b>	<b>12,050</b>
<b>Total Breakout Cost Of Re-Roof</b>	<b>96,494</b>
<b>Total Breakout Costs</b>	<b>212,214</b>

1:43:47 PM 10/30/2019

## Licensee Details

### Licensee Information

Name: **MILA, MICHAEL GLENN (Primary Name)**  
**MGM CONTRACTING INC (DBA Name)**  
Main Address: **1121 PEACHTREE STREET**  
**COCOA Florida 32922**  
County: **BREVARD**  
License Mailing:

LicenseLocation:

### License Information

License Type: **Certified General Contractor**  
Rank: **Cert General**  
License Number: **CGC059589**  
Status: **Current,Active**  
Licensure Date: **01/27/1998**  
Expires: **08/31/2020**

Special Qualifications	Qualification Effective
<b>Construction Business</b>	<b>02/20/2004</b>

### Alternate Names

[View Related License Information](#)

[View License Complaint](#)

**2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395**

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7 47 47 AM 11/21/2019

## Licensee Details

### Licensee Information

Name: **MILA, MICHAEL GLENN (Primary Name)**  
**MGM CONTRACTING INC (DBA Name)**  
Main Address: **\*Private Address\*** **\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Certified Roofing Contractor**  
Rank: **Cert Roofing**  
License Number: **CCC1327481**  
Status: **Current,Active**  
Licensure Date: **07/20/2006**  
Expires: **08/31/2020**

**Special Qualifications** **Qualification Effective**  
**Construction Business** **07/20/2006**

### Alternate Names

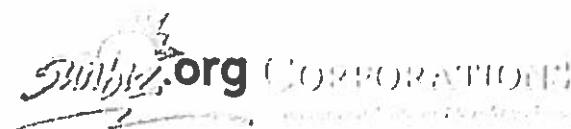
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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by Entity Name

Florida Profit Corporation  
MGM GENERAL CONTRACTING, INC.

Filing Information

Document Number P06000149499  
FEI/EIN Number 20-8008163  
Date Filed 12/01/2006  
State FL  
Status ACTIVE  
Last Event CANCEL ADM DISS/REV  
Event Date Filed 11/11/2008  
Event Effective Date NONE

Principal Address

1500 West Cypress Creek Road  
Suite 415  
Fort Lauderdale, FL 33309

Changed: 02/20/2015

Mailing Address

1500 West Cypress Creek Road  
Suite 415  
Fort Lauderdale, FL 33309

Changed: 02/20/2015

Registered Agent Name & Address

MACINNES, MALCOLM GII  
1500 West Cypress Creek Road  
Suite 415  
FORT LAUDERDALE, FL 33309

Name Changed: 11/11/2008

Address Changed: 01/24/2018

Officer/Director Detail

Name & Address

Title DPST

MACINNES, MALCOLM GII

1500 West Cypress Creek Road  
Suite 415  
FORT LAUDERDALE, FL 33309

**Annual Reports**

Report Year	Filed Date
2017	02/09/2017
2018	01/24/2018
2019	03/11/2019

**Document Images**

<a href="#">03 11 2019 - ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01 24 2018 - ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02 09 2017 - ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01 21 2016 - ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02 20 2015 - ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02 17 2014 - ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04 30 2013 - ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04 30 2012 - ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05 02 2011 - ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03 31 2010 - ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04 27 2009 - ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">11 11 2008 - REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">02 08 2007 - ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12 01 2006 - Domestic Profit</a>	<a href="#">View image in PDF format</a>

## **PROPERTY DESCRIPTION AND INFORMATION**



The logo for the Broward County Property Appraiser. It features the name 'MARTY KIAR' in a bold, black, sans-serif font at the top. Below it, 'BROWARD' is written in a larger, bold, black, sans-serif font. A circular emblem containing a stylized palm tree is positioned between the two lines of text. Underneath 'BROWARD', the word 'COUNTY' is written in a smaller, black, sans-serif font. At the bottom, the words 'PROPERTY APPRAISER' are written in a bold, black, sans-serif font.

Site Address	165-199 NE 1 AVENUE, POMPANO BEACH FL 33060	ID #	4842 35 08 0120
Property Owner	T E P M INC	Millage	1511
Mailing Address	31 NE 1 ST POMPANO BEACH FL 33060	Use	11
Abbr Legal Description	RE-SUBDIVISION OF LOT 15 OF SUBDIVISION OF SEC 35 T 48S R 42E B-76 D LOT 8 E 53.2		

**The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).**

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2020	\$37,240	\$88,320	\$125,560	\$125,560	
2019	\$37,240	\$88,320	\$125,560	\$125,560	\$3,806.30
2018	\$37,240	\$196,370	\$233,610	\$233,610	\$5,890.29

#### 2020 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	\$125,560	\$125,560	\$125,560	\$125,560
Portability	0	0	0	0
Assessed/SOH	\$125,560	\$125,560	\$125,560	\$125,560
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$125,560	\$125,560	\$125,560	\$125,560

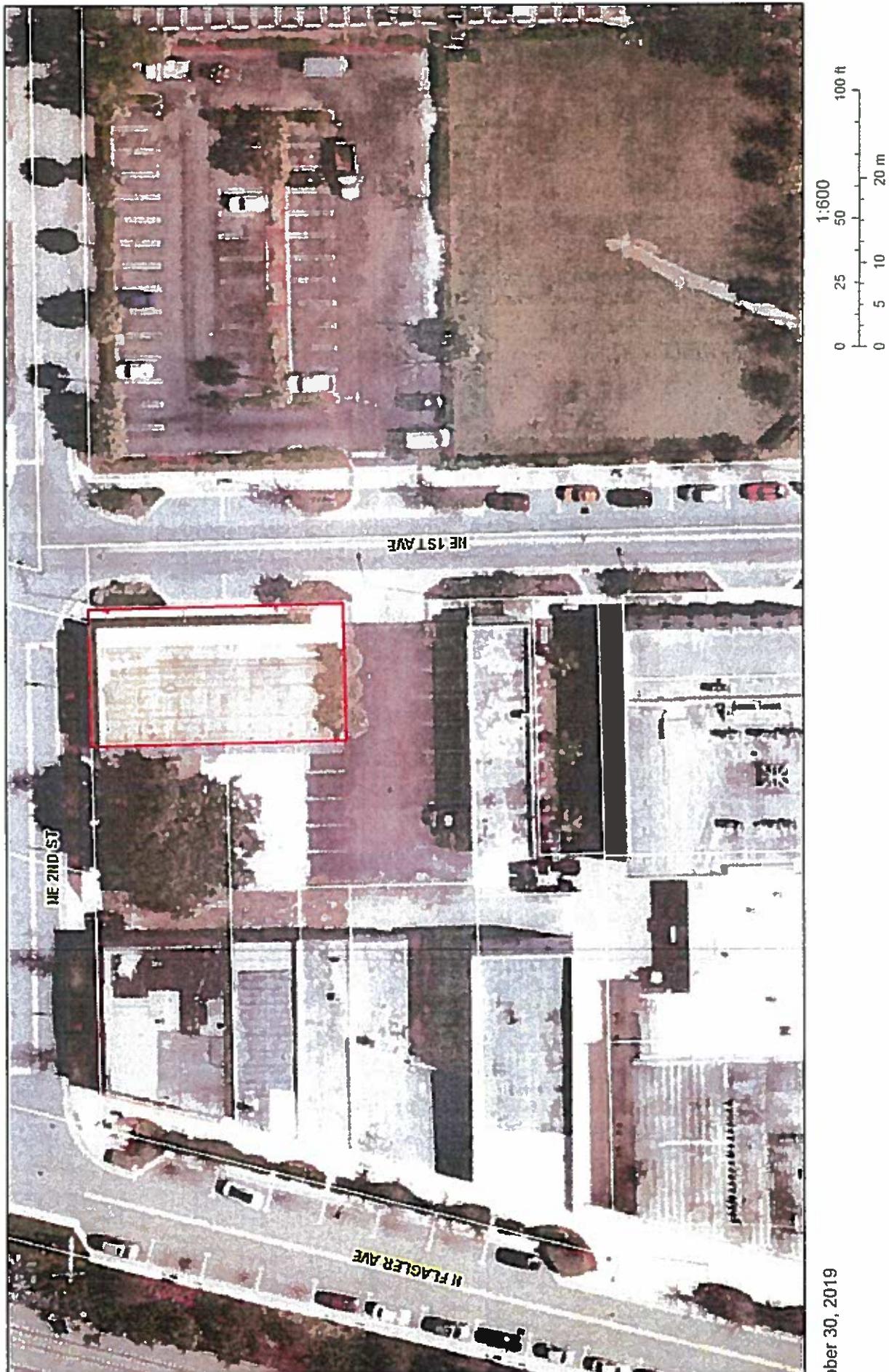
Sales History			
Date	Type	Price	Book/Page or CIN
6/25/2003	WD*	\$212,500	35516 / 422
7/2/2002	D*	\$100	33467 / 1987

Land Calculations		
Price	Factor	Type
\$7.00	5,320	SF
Adj. Bldg. S.F. (Card, Sketch)	3936	
Eff./Act. Year Built: 1958/1957		

\* Denotes Multi-Parcel Sale (See Deed)

Property Id: 484235080120

\*\*Please see map disclaimer



## **REGULATORY INFORMATION**

**Detail by Entity Name**

Foreign Limited Liability Company

INNOVATE FOOD GROUP LLC

**Filing Information**

Document Number M18000008746  
FEI/EIN Number 82-1825613  
Date Filed 09/21/2018  
State DE  
Status ACTIVE  
Last Event LC DISSOCIATION MEM  
Event Date Filed 10/11/2019  
Event Effective Date NONE

**Principal Address**

1741 BUSINESS CENTER DR, STE. 200  
RESTON, VA 20190

**Mailing Address**

1741 BUSINESS CENTER DR, STE. 200  
RESTON, VA 20190

**Registered Agent Name & Address**

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301-2525

**Authorized Person(s) Detail****Name & Address**

Title Manager

Thompson, Warren  
1741 BUSINESS CENTER DR, STE. 200  
RESTON, VA 20190

**Annual Reports**

Report Year	Filed Date
2019	04/18/2019

**Document Images**

10/11/2019 - CORLCDSMEM	<a href="#">View image in PDF format</a>
10/11/2019 - CORLCDSMEM	<a href="#">View image in PDF format</a>
10/11/2019 -- CORLCDSMEM	<a href="#">View image in PDF format</a>
04/18/2019 - ANNUAL REPORT	<a href="#">View image in PDF format</a>
09/21/2018 - Foreign Limited	<a href="#">View image in PDF format</a>

**RESOLUTION NO. 2019-08**

**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**

**A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA") APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A SUBLEASE BETWEEN THE CRA AND INNOVATE FOOD GROUP, LLC FOR PROPERTY LOCATED AT 165 NE 1<sup>ST</sup> AVENUE, POMPANO BEACH, FLORIDA, AFTER NOTICE PURSUANT TO SECTION 163.380(3)(a), FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Pompano Beach Community Redevelopment Agency (CRA) intends to dispose of property located at 165 NE 1<sup>st</sup> Avenue in the Northwest community redevelopment area in the form of a sublease agreement; and

**WHEREAS**, the CRA is required by Section 163.380(3)(a), Florida Statutes, to give thirty (30) days public notice of its intention to dispose of CRA property and to invite proposals and make pertinent information available to all persons who may have an interest in subleasing the subject property; and

**WHEREAS**, the CRA intends to provide such public notice and consider all proposals received in connection with such notice, if any.

**BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:**

**SECTION 1.** The Sublease between the Pompano Beach Community Redevelopment Agency (CRA) and Innovate Food Group, LLC, a copy of which Sublease is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** The proper officials are hereby authorized to execute the Sublease, upon expiration of the thirty (30) day notice period required by Section 163.380(3)(a), Florida Statutes, and due consideration of all proposals in response to such notice, if any.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 16th day of October, 2018.

  
**LAMAR FISHER, CHAIRPERSON**

ATTEST:

  
**MARSHA CARMICHAEL, SECRETARY**

## **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

- 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 untenantable 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:

Betty J. Manes

Print Name: Betty J. Manes

KJ

Kimberly Vazquez

Print Name: Shelley R. Bartholomew

Print Name: Shelley R. Bartholomew

**POMPANO BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

By:

Lamar Fisher

Lamar Fisher, Chairman

**ATTEST:**

Marsha Carmichael

Marsha Carmichael, Secretary

**EXECUTIVE DIRECTOR:**

By:

Gregory P. Harrison

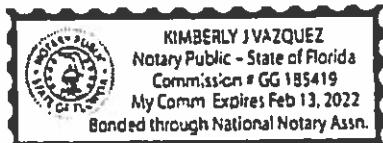
Gregory P. Harrison

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2nd 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**

(Name of Acknowledger/Typed, Printed or Stamped)

Kimberly J Vazquez

Commission Number

GG 185419

Signed, Sealed and Witnessed  
In the Presence of:

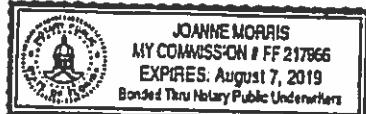
Print Name: Jennifer Landers

Print Name Courtney Heller

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

(Name of Acknowledger Typed, Printed or Stamped)

**Commission Number**