

## **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 501 Dr. Martin Luther King, Jr. Blvd., Suite 1, Pompano Beach, Florida 33060, ("CRA") and **GREATER POMPANO BEACH CHAMBER OF COMMERCE, INC.**, a Florida Not For Profit Corporation whose address is 50 NE 26<sup>th</sup> Avenue, Suite 401, Pompano Beach, FL 33062 ("Sublessee").

### **Recitals**

WHEREAS, the CRA has entered into a lease agreement with Sonata Apartments, Ltd., a Florida limited partnership ("Landlord"), relating to the lease by the CRA of that certain commercial property described as follows: 3,108 square feet of the structure located at 100 NW 8<sup>th</sup> Street, Suite 102, Pompano Beach, FL 33060, (the "Premises") as depicted in Exhibit "A". The Lease Agreement is attached hereto as Exhibit "E" and incorporated herein by reference (the "Lease Agreement"), and

WHEREAS, the Lease Agreement, the effective date of which is July 20, 2023 provides for the use of the Premises for retail, commercial or office purposes, and other ancillary uses; and

WHEREAS, the Lease Agreement provides for subleasing of the Premises and Sublessee wishes to sublease the Premises for the purpose of operating an office; and

WHEREAS, CRA represents and warrants that it has obtained all consents and approvals required under the Master Lease and from the Landlord, Sonata Apartments, Ltd., to enter into this Sublease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Sublease, the CRA and Sublessee 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 Sublessee, and Sublessee rents from the CRA, the following described commercial property (collectively, the "Premises"): 3,108 square feet of the structure located at 100 NW 8<sup>th</sup> Street, Suite 102, Pompano Beach, FL 33060.
3. **Sublease Term.** The initial term ("Initial Term") of this Sublease shall be a period of four years (4) (the "Initial Term") beginning on January 1, 2026 at 12:01 a.m. ("Sublease Commencement Date") and ending at midnight on December 31, 2030.
4. **Possession.** The Sublessee shall receive possession on the Sublease Commencement Date.
5. **Rent.** The rental amounts for the Premises ("Rent") shall be as follows:
  - 5.1 The Sublessee shall pay the annual rent of Forty-Six Thousand Six Hundred Sixty Dollars (\$46,620.00) ("base rent"), payable in monthly installments of Three Thousand Eight Hundred Eighty-Five Dollars (\$3,885.00), plus sales tax, if any. Rental payments shall be due no later than the first of every month following the Commencement Date. Sublessee shall pay the rent to CRA's attention at P.O. Box 1300, Pompano Beach, FL 33061, or at such other place as may be designated from time to time by CRA. Any monthly Rent payment not received within ten (10) days of the due date will be assessed

a late charge of Twenty-Five Dollars (\$25). The \$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 ten (10) instances of late payment is a default under this Sublease.

- 5.2 Rent Proration.** The parties agree that the CRA shall adjust and prorate the rent payable for any portion of a month in the event that this Sublease commences at any time during the month rather than on the first day of the month, so that the subsequent rent is payable on the first day of the month following the effective date.
- 5.3 Improvements Period.** There shall be no rent due for the Premises during the first three (3) months of the Initial Term during the Sublessee's "Improvements Period".
- 5.4 Annual Rent Increase.** Beginning with the rental payment due on the first day of the second year of the sublease, the Rent for the Premises will increase annually by three percent (3%) of the base rental amount for the prior year.
- 5.5 Rent Payments.** Sublessee shall pay the Rent in equal monthly installments, which will be due on the first day of each calendar month.
- 5.6 Security Deposit.** Sublessee shall pay a Three Thousand Eight Hundred Eighty-Five and 00/100 Dollars (\$3,885.00) security deposit, which is equivalent to first and last month's rent, upon Sublessee's execution of this Sublease. The Security Deposit shall be refundable within thirty (30) days following expiration or earlier termination of this Sublease, less only actual costs for damages beyond ordinary wear and tear.
- 6. Option to Renew.** Sublessee shall have the option to exercise, upon written notice not less than ninety (90) days prior to the expiration date of this sublease, renewal of the sublease for two (2) one-year renewal term(s). Following the expiration of the Initial Term of the sublease, the base rent for the renewal term shall be the sum of rent last imposed during the preceding rental or renewal period plus three percent (3%). If Subtenant shall so elect to extend this sublease, the performance of any act permitted or required to be done by either party during the term shall be permitted or required to be done during each such renewal term, if any. CRA Executive Director shall have the authority to approve sublease renewals. The Initial Term and all Renewal Terms shall collectively be referred to as the "Term."
- 7. Termination.** During the initial term this sublease may be terminated by the Sublessee, upon consent of the CRA, by providing a ninety (90) written notice to the CRA. After Initial Term of this sublease, this sublease may be terminated with notice and without cause by the Sublessee by providing a ninety (90) day written notice upon the non-terminating party.
- 8. Taxes and Assessments.** The Landlord shall be responsible for any municipal, county, and state taxes and assessments which may be assessed against the Premises during the Term of this Sublease. Sublessee will be responsible for any taxes levied against the personal property and trade fixtures of Sublessee located in and about the Premises.
- 9. Insurance.** Sublessee shall carry commercial general liability insurance in an amount of not less than \$1 million dollars per person, per occurrence, naming the CRA and the City of Pompano Beach (City) as Additional Insureds under such Policy and additional insurance as

specified in Exhibit "D". Sublessee is encouraged, but not required to carry plate glass insurance. CRA and City will not pay for any broken storefront glass.

10. **Repairs and Maintenance.**

Sublessee shall, at its sole cost and expense, maintain the interior, non-structural portions of the Premises in good, clean, and safe condition, including routine maintenance/repair such as HVAC filter changes, painting, lighting, and interior finishes. The CRA (or Landlord, as applicable) shall be responsible for the repair and replacement of all structural components and major building systems, including, without limitation, the roof, foundation, exterior walls, load-bearing elements, underground utilities, and all primary electrical, and plumbing, equipment or lines serving the Premises. Sublessee shall promptly notify CRA in writing of any condition requiring repair by CRA or Landlord. Sublessee shall not be responsible for any structural repairs or replacements except to the extent such repairs are necessitated by the negligence or willful misconduct of Sublessee, its employees, agents, contractors, or invitees.

11. Tenant shall keep all furnishings, fixtures and accessories, and any display facilities, in good repair. The Premises shall be maintained in accordance with all Applicable Laws. Notwithstanding anything herein, the CRA and Landlord shall be responsible for ensuring the Premises comply with the Americans with Disabilities Act (ADA) and any structural or building-wide compliance requirements.

11.1. **Pest Control.** Sublessee shall obtain and pay for professional exterminators to control vermin and pests on a regular basis, no less than monthly and as needed.

11.2. **Janitorial.** Sublessee 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.

11.3. **Structural Repairs.** Repairs to structural components of the Premises, including wiring, plumbing, or conduits located within walls, floors, ceilings, or underground, and any work involving major penetrations or trenching, shall be performed and paid for by the CRA (or, if applicable, the Landlord) except to the extent such repair is required due to the negligence or willful misconduct of Sublessee, its agents, employees, or invitees. Sublessee shall promptly notify CRA of any condition requiring such repair.

11.4. **Trash.** Landlord shall provide Sublessee with access to dumpster(s) at the Sonata Apartments Building 1 for Sublessee's use to dispose of trash, excluding any bulk trash, construction debris or hazardous materials.

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

13. **Use of Premises.** Sublessee shall use the Premises for the operation of an office, as well as other ancillary uses. No other use of the Premises is permitted under this Sublease without

prior CRA approval, which shall not be unreasonably withheld. Sublessee 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. CRA and Sublessee have agreed to the floor plan as shown in Exhibit "B".

- 13.1. Sublessee grants to the CRA a security interest in Sublessee's trade fixtures, furniture and equipment (excluding, accounts receivable, and other personal property), as security for the payment of rent and all other obligations of the Sublessee under this Sublease. The Sublessee agrees that this security interest, at the CRA's option, may be enforced as provided in this Lease or otherwise pursuant to law, or in the manner provided by the Uniform Commercial Code only after providing Sublessee with ten (10) days' written notice and an opportunity to cure any alleged default. For the purposes of perfecting the security interest, the Parties agree that this Sublease shall constitute a security agreement pursuant to the Uniform Commercial Code, and the Sublessee agrees to execute such financing and continuation statements as may be requested from time to time by the CRA. This paragraph shall be in addition to any remedies available to the CRA. The CRA may elect to proceed with any and all remedies available under this Sublease.
14. **Parking.** Sublessee and its agents, employees, guests and invitees shall have the exclusive right to park in the parking lot owned by the Landlord (the "Landlord's Parking Lot") with fourteen (14) on-site parking spaces, which includes two (2) handicapped spaces, located on the north side of Building 1, with the exception of one (1) parking space reserved for the Landlord's leasing office and 5 spaces located south of Building 1 as shown in Exhibit "A-1". Sublessee may install signage in Landlord's parking Lot indicating the spaces are reserved for use by the Sublessee and violators may be subject to towing.
15. **Improvements.** Sublessee has the right to make changes, alterations and additions to the Premises ("Improvements") with the CRA's prior written consent, which shall not be unreasonably withheld. CRA will allow a three (3) month "Improvements Period" for Sublessee to make Improvements required for Sublessee's use of the Premises. The CRA Executive Director or his designee shall have the authority to extend the Improvements Period for up to an additional three (3) months. In no circumstance shall the Improvements period extend beyond six (6) months' time. No rent shall be due to the CRA during the Improvements Period. Sublessee shall be responsible for obtaining all permits required for the Improvements. Sublessee shall be responsible for paying all impact fees, concurrency fees and any other development costs for such Improvements, if any. All such changes, alterations and additions must be undertaken in a good and workmanlike manner and comply with all Applicable Laws. All Improvements made by Sublessee which are permanently attached to the Premises, including fixed cabinets, will become the property of the Landlord and shall remain on the Premises at the end of the Term. Sublessee 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.
16. **Sublessee Improvements Allowance.** CRA and Sublessee have agreed on a floor plan which is attached as Exhibit "B". CRA will provide an allowance of up to \$50,000 to reimburse Sublessee for certain improvements listed in Exhibit "B-1". In the event Sublessee Improvements exceed \$50,000 for the Improvements Sublessee shall be responsible for the cost that exceeds \$50,000. In no event shall Sublessee be entitled to any credit or rebate of

the Sublessee Improvement Sublessee shall be required to submit invoices and proof of payment for Improvements to the CRA to receive reimbursement. Allowance if the actual cost of the Sublessee Improvements is less than \$50,000. Sublessee may also apply for CRA Minor Incentives.

- 16.1. **The CRA Obligations.** The CRA agrees to make the improvements described in Exhibit "C" attached to this Sublease.
- 16.2. **The CRA's Cooperation in Applications.** The CRA agrees to coordinate with the Landlord for 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 Sublessee as required by the Lease Agreement. The CRA agrees to coordinate with the Landlord for the signing of any required documents within fifteen (15) days after receipt of the request from Sublessee and the document to be signed.
- 16.3. **Signage.** Sublessee has the continuing right to install signs, awnings, or other structures on the exterior of the Premises with the Landlord and CRA's prior written consent, which shall not be unreasonably withheld. Any and all such signs or structures must comply with Applicable Law.
17. **The CRA's Right to Inspect Premises.** The CRA will have the right to enter upon and inspect the Premises, and to make necessary repairs to the Premises, at reasonable times and after one (1) business day's written notice to Sublessee. 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 Initial Term and any Renewal Terms, if the Sublessee has not notified the CRA of its intention to renew the Sublease.
18. **Ownership; Peaceful Enjoyment; Surrender of Premises.** The CRA represents and warrants that it has a leasehold interest in the Premises as provided for in the Lease Agreement and that the Premises are habitable, in compliance with all Applicable Laws (including building codes and zoning), free from environmental hazards, and suitable for Sublessee's intended office use. The CRA will warrant and defend Sublessee's right to the peaceful possession and enjoyment of the Premises during the Term including protection against any interference by the Landlord or third parties. At the end of the Term, Sublessee will surrender the Premises in clean condition and good repair, normal wear and tear excepted. No surrender of the Premises by Sublessee prior to the end of the Term of this Sublease will be valid unless accepted by the CRA in writing.
19. **Sublease Subordinate to Lease Agreement.** 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 Agreement. Neither the CRA nor Sublessee shall do or permit anything to be done in connection with this Sublease Agreement or Sublessee's occupancy and use of the Premises which will violate the Lease Agreement. All actions of Sublessee shall be consistent with the CRA's obligations under the Lease Agreement. **Accidental Damage or Injury.** The Landlord and the CRA shall not be liable for any damage to property or any injury to persons, sustained by Sublessee or others, caused by conditions or activities on the Premises, unless such damage or injury is caused by Landlord's or CRA's negligence or failure to properly maintain or repair the structural items for which they are responsible. Sublessee shall carry liability insurance insuring the CRA, Sublessee, and the Landlord

against any claims in the types and amounts described in Exhibit "D" attached to this Sublease.

20. **Casual Damage or Injury.** If the Premises 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, Landlord has the option of rebuilding or repairing the Premises by giving notice to that effect to the CRA within fifteen (15) days after the occurrence of any damage of the intent of Landlord to rebuild or repair the Premises or the part so damaged. If Landlord elects to rebuild or repair the Premises and does so without unnecessary delay, Sublessee shall be bound by this Sublease Agreement, 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 Sublessee shall bear to the whole of the subleased premises. If Landlord fails to give notice of the intent to repair, Sublessee shall have the right to declare this Sublease Agreement terminated.
21. **Liens.** Sublessee shall keep the Premises free and clear of all liens arising out of any work performed, material furnished or obligations incurred by Sublessee.
22. **Indemnification.** Sublessee will indemnify and hold harmless the CRA, the Landlord and the City of Pompano Beach (City) from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against the CRA, the Landlord, the City 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 Sublessee or its employees, agents, guests, and invitees; or (b) any failure by Sublessee or its employees, agents, guests, and invitees to comply with all Applicable Laws.
  - 22.1. **Lawsuits.** If any lawsuit or proceeding is brought against the CRA, the City or the Landlord 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 Sublessee, its agents, employees, guests and invitees, Sublessee agrees that Sublessee will defend the CRA, the City and/or the Landlord in such lawsuit or proceeding, and pay whatever judgments may be recovered against the CRA, the City or the Landlord, and pay for all attorneys' fees in connection with such lawsuit or proceeding, including attorneys' fees on appeal. Alternate Fee Recovery: A court may award fees that exceed the contracted hourly rate amount if the opposing side is ordered to pay attorneys' fees and the judge finds that the amount of such ordered fees are reasonable.
  - 22.2. **Limitation.** Nothing in this Sublease Agreement 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.
  - 22.3. **Glass Damage.** In case of damage to glass caused by Sublessee, or its agents, employees, guests or invitees in the Premises, Sublessee agrees to replace the glass with glass of the same kind, size, and quality as quickly as possible at Sublessee's expense.
23. **Defaults and Remedies.**

**23.1 Events of Default.** The occurrence of any one or more of the following events shall constitute a Default under this Sublease:

23.1.1 Failure by Sublessee to pay Rent. If any Rent due under this Sublease is not paid within fifteen (15) days after the due date, the CRA 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 Sublessee and recover from Sublessee 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.

23.1.2 Failure by Sublessee to observe or perform in any material respect any covenant, obligation or agreement contained in this Sublease.

23.1.3 The filing by Sublessee of a petition to have Sublessee adjudged bankrupt or a petition for reorganization under any law relating to bankruptcy provided such filing does not result in non-payment of Rent or material non-performance hereunder; or the appointment of a trustee or receiver to take possession of all or substantially all of Sublessee's assets where such possession is not restored to Sublessee within ninety (90) days of such appointment.

23.1.4 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.

**23.2 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.

24. **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.

25. **No Waiver of the CRA's Rights.** The exercise by the CRA of any right or remedy to collect Rent or enforce its rights under this Sublease will not be a waiver of or preclude the exercise of any other right or remedy afforded the CRA by this Sublease or by Applicable Law. The failure of the CRA 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 the CRA 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 the CRA of Rent or any other payment or partial payment required to be made by the Sublessee 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,

and no waiver by the CRA of any of the provisions of this lease, or of any of the CRA's rights, remedies, privileges, or options under this Lease, will be considered to have been made unless made by the CRA in writing.

26. **Assignment and Subletting.** Sublessee may assign or sublet this Sublease with CRA's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Landlord consent shall only be required where expressly required under the Master Lease.

27. **Termination and Surrender**

19.1 If a new lease with Landlord is not secured by the CRA:

19.1.1 Sublessee shall surrender the Premises on or before the last day of the Term of this Sublease Agreement.

19.2 The CRA shall have the right to place and maintain on the Premises "For Rent" signs during the last thirty (30) days of the Initial Term and any Renewal Terms of this Sublease Agreement, if Sublessee has not given the CRA notice of its intent to renew this Sublease.

19.3 Sublessee shall, at the expiration of this Sublease Agreement, surrender the keys to the Premises to the CRA.

19.4 If Sublessee shall surrender the Premises at the election of the Sublessee, the liability for all duties and obligations required of Sublessee shall continue until the surrender has been accepted by the CRA in writing.

28. **Address for Payments and Notices**

28.1. **Notices to the CRA.** Rent payments and notices to the CRA shall be mailed to PO Box 1300, Pompano Beach, FL 33061 or delivered to 501 Dr. Martin Luther King Jr. Blvd., Suite 1, Pompano Beach, FL 33060, unless the CRA changes the address by written notice to Sublessee.

28.2. **Notices to Sublessee.** Notices to Sublessee shall be mailed or delivered to the Premises and to Sublessee's address set forth on the first page of the Sublease, unless the Sublessee changes the address by written notice to CRA.

28.3. **Delivery of Notice.** Whenever notice, demand or other communication may or shall be given by one party to another hereunder, it must be in writing and forwarded (i) upon the parties' mutual consent, via trackable email that provides delivery/read receipts or (ii) postage prepaid via certified U.S. mail or other trackable common carrier such as FedEx, UPS, etc., and forwarded to the representative and mailing address set forth on the first page of this Agreement until changed by written notice in accordance with this Agreement and a contemporaneous copy sent to the designated email that provides the delivery method and tracking number.

29. **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.



30. The CRA represents and warrants that, to its knowledge, there are no environmental hazards, contaminants, or toxic substances (including but not limited to mold, asbestos, or radon above permissible levels) in or affecting the Premises.
31. **Miscellaneous Provisions.**
- 31.1. **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.
- 31.2. **Governing Law and Venue.** This Sublease will be governed by the laws of the state of Florida, as to both interpretations and performance. CRA and Sublessee submit to the jurisdiction of Florida courts and federal courts located in Florida. In the event of a dispute as to the interpretation or application of or an alleged breach of 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, and that such dispute shall be heard by a judge, not a jury.
- 31.3. **Exhibits Incorporated by Reference.** All exhibits attached to this Sublease are incorporate in this Sublease by reference.
- 31.4. **Entire Agreement.** This Sublease sets forth all of the promises, agreements, conditions, and understandings between the CRA and Sublessee 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 Sublease will be binding on the CRA or Sublessee unless in writing and signed by both of them.
- 31.5. **Time of the Essence.** Time is of the essence as to all of the terms and provisions of the Sublease.
- 31.6. **Successors and Assigns.** The terms of this Sublease will be binding on the respective successors, representatives, and assigns of the parties.
- 31.7. **Force Majeure.** In the event that either party shall be delayed or hindered in or prevented from the performance of any required act by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental regulations or laws, riots, insurrection, war, Act of God, epidemic, pandemic or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Sublease, then performance of such act shall be excused for the period of such delay, and the period for the performance shall be extended for a period equivalent to the period of such delay. The provisions of this section shall not operate to excuse Sublessee from the prompt payment of rent, percentage rent, additional rent, or other payments required by the terms of the Sublease, except in the case of restrictive governmental regulations that prohibit Sublessee's business operation or require business closure. In the instance of such governmental regulation, Rent and any other required payments may be abated following the CRA's confirmation and concurrence as provided by its Executive Director.

- 31.8. **Waiver of Jury Trial.** The Parties unequivocally and with full knowledge and understanding waive any and all rights each may have to a trial by jury with respect to any litigation or counterclaim based on, arising out of, under or in connection with this Sublease, or any course of conduct, course of dealing, statements (whether oral or written) or actions of CRA or Sublessee.
- 31.9. **Public Records.** The CRA is a public agency subject to Chapter 119, Florida Statutes. The Sublessee shall comply with Florida's Public Records Law, as amended. Specifically, the Sublessee shall:
- 31.9.1. Keep and maintain public records required by the CRA;
  - 31.9.2. Upon request from the CRA's custodian of public records, provide the CRA with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
  - 31.9.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Sublease term and following completion of the Sublease if the Sublessee does not transfer the records to the CRA; or
  - 31.9.4. Upon completion of the Sublease, transfer, at no cost to the CRA, all public records in possession of the Sublessee, or keep and maintain public records required by CRA. If the Sublessee transfers all public records to the CRA upon completion of the Sublease, the Sublessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Sublessee keeps and maintains public records upon completion of the Sublease, the Sublessee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records in a format that is compatible with the information technology systems of the CRA.
  - 31.9.5. Failure of the Sublessee to provide the above described public records to the CRA within a reasonable time may subject Sublessee to penalties under 119.10, Florida Statutes, as amended.

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IN WITNESS WHEREOF, the CRA and Sublessee have duly executed this Sublease Agreement on \_\_\_\_\_.

**“CRA”:**

Signed, Sealed and Witnessed  
In the Presence of:

**POMPANO BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

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

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

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

ATTEST:

\_\_\_\_\_  
Kervin Alfred, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Claudia McKenna, CRA Attorney

**CRA EXECUTIVE DIRECTOR:**

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

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

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

**"SUBLESSEE":**

**GREATER POMPANO BEACH CHAMBER OF  
COMMERCE, INC.**

a Florida Not For Profit Corporation

Signed, Sealed and Witnessed  
In the Presence of:

Paul Sorensen

Print Name: PAUL SORESEN

Marianne Miccoli

Print Name: MARIANNE MICCOLI

By: Evencia Janvier  
Evencia Janvier, President/CEO

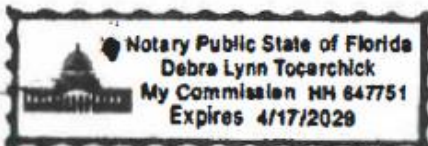
Date: 12/11/2025

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence  
or ☐ online notarization, this 11<sup>th</sup> day of December, 2025, by Evencia Janvier,  
President/CEO of Greater Pompano Beach Chamber of Commerce, Inc. who is personally known  
to me or who has produced \_\_\_\_\_ (type of  
identification) as identification.

NOTARY'S SEAL:



Debra Lynn Tocarchick  
NOTARY PUBLIC, STATE OF FLORIDA

Debra Lynn Tocarchick  
(Name of Acknowledger Typed, Printed or Stamped)

HH 647751  
Commission Number





## EXHIBIT “A-1” PARKING AREAS

(Insert aerial with parking areas north and south of building)



- Employee Parking



- Public/Guest Parking

**EXHIBIT “B” – FLOOR PLAN**  
(Insert Chamber Floor Plan)



## EXHIBIT “B-1” – LIST OF APPROVED SUBTENANT IMPROVEMENTS

### Pompano Beach Chamber of Commerce Sonata Space Improvements Budget

#### Reimbursable Capital Expenses (Not to Exceed \$50,000)

Category	Vendor / Description	Estimate	
Flooring	Supply and install stock gray carpet tile as needed.	\$10,270.00	Kuhn's Flooring Gallery
Glass Partitions	Office, Conference	\$25,000.00	Architectural Glass & Design
IT & Security	Cabling, patch panels, NVR, 8 cameras, installation	\$6,790.00	Downtown Computer Services
Window Treatments	Roller shades (25 units incl. install & tax)	\$4,226.73	Gotcha Covered
Security System Permitting Fees		\$1,000.00	
<b>Total</b>		<b>\$47,286.73</b>	



## **EXHIBIT “C” - CRA IMPROVEMENTS**

Premises shall include:

1. Finished floors
2. Painted Walls
3. Two (2) restrooms with fixtures
4. Break area with cabinets (appliances not included)
5. Mechanical equipment (A/C handlers)
6. Janitorial closet
7. IT/phone closet

## EXHIBIT "D" - INSURANCE REQUIREMENTS

### 1. INSURANCE.

#### A. *Insurance Requirements for Sublessee.*

(1) Sublessee agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law.

(2) Sublessee will not do or permit anything to be done within or about the Premises or the Property which will increase the existing rate of any insurance on any portion of the Property or cause the cancellation of any insurance policy covering any portion of the Property. Sublessee will, at its sole cost and expense, comply with any requirements of any insurer of CRA. Sublessee agrees to maintain policies of insurance described in this Article. CRA reserves the right, from time to time, to require additional coverage (including, flood insurance, if the Premises is located in a flood hazard zone), and/or to require higher amounts of coverage. No insurance policy of Sublessee shall have a deductible greater than \$5,000.00. Tenant shall maintain the following insurance ("**Sublessee's Insurance**"): (a) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$1,000,000.00; (b) Property/Business Interruption Insurance written on an All Risk or Special Cause of Loss Form, including earthquake sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of Sublessee's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises, including for which Sublessee has repair obligations and any Sublessee Improvements and Sublessee Alterations performed by or for the benefit of Sublessee; (c) Workers' Compensation Insurance in amounts not less than the amounts required by Law; (d) Employers Liability Coverage of at least \$1,000,000.00 per occurrence; and (e) Automobile Liability coverage of not less than \$500,000.00 combined single limit including property damage covering Sublessee's owned, non-owned and hired vehicles. Any company writing Sublessee's Insurance shall be licensed to do business in the state in which the Premises is located and shall have an A.M. Best rating of not less than A-VIII. Sublessee will deliver to CRA (and, at CRA's request, to any Mortgagee or to any other third party), simultaneously with its execution of this Sublease and thereafter at least 30 days prior to expiration, cancellation or change in insurance, certificates of insurance evidencing, at a minimum, the coverage specified in this Section. All such certificates shall be in form and substance satisfactory to CRA, shall affirmatively demonstrate all coverage and requirements set forth in this Lease, shall contain no disclaimers of coverage, and shall include a firm and unconditional obligation to give to CRA at least 10 days' prior written notice prior to cancellation or change in any coverage. Sublessee hereby assigns to CRA all its rights to receive any proceeds of such insurance policies attributable to any Sublessee Improvements and Sublessee Alterations if this Sublease is terminated due to damage or destruction. All insurance to be carried by Sublessee will be primary to, and non-contributory with, CRA's insurance, and contain cross-liability endorsements and will in addition to the above coverage specifically insure CRA against any damage or loss that may result either directly or indirectly from any default of Sublessee. Any similar insurance carried by CRA will be considered excess insurance only.

(3) Sublessee shall name CRA and City of Pompano Beach as additional insureds on all insurance policies required of Sublessee under this Sublease, other than Worker's Compensation, Employer's Liability, Automobile Liability, and Fire and Extended coverage (except on Sublessee Improvements or Sublessee Alterations to the Premises for which CRA shall be named an additional insured) insuring CRA and such other additional insureds regardless of any defenses the insurer may have against Sublessee and regardless of whether the subject claim is also made against Sublessee. All insurance policies carried by Sublessee will permit the insured, prior to any loss, to agree with a third party to waive any claim it might have against said third party without invalidating the coverage under the insurance policy, and will release CRA from any claims for damage to any person, to the Property of which the Premises are a part, any existing improvements, Sublessee Improvements and Sublessee Alterations to the Premises, and to any furniture, fixtures, equipment, installations and any other personal property of Sublessee caused by or resulting from, risks which are to be insured against by Sublessee under this Sublease, regardless of cause. Sublessee is responsible to deliver to the CRA's Risk Manager for his/her 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 CRA as an additional insured on such coverage.

**B. *Insurance Requirements in Event of Assignment or Sub-Lease.*** In the event that Sublessee assigns, sub-leases or sub-lets the Premises or any portion of the Premises as permitted by this Sublease, the entity to whom the Sublease is assigned, sub-leased or sub-let (hereinafter "Sub-Lessee") shall be required to adhere to the following insurance requirements:

(1) Sub-Lessee shall during the term of this Lease insure and keep insured to the extent of Two Million Dollars (\$2,000,000.00) all buildings, structures, fixtures and equipment on the Premises leased to Sub-Lessee against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida.

(2) Sub-Lessee covenants and agrees to provide and keep in force and effect comprehensive general public liability and property damage insurance which shall include independent contractors and which shall name the CRA and City of Pompano Beach as an additional insureds. Such comprehensive general liability coverage shall not be less than \$1,000,000.00 combined single limit bodily injury and property damage insurance, holding harmless and indemnifying Sub-Lessee and CRA and City as their interests may appear against public liability and property damage claims, and to furnish CRA at all times with an appropriate certificate from the insurance carrier showing such insurance to be in force.

(3) Sub-Lessee further agrees to provide "contracts and agreements" insurance coverage with minimum limits for bodily injury of \$200,000.00 each person, \$300,000.00 each occurrence and \$300,000.00 aggregate, and for property damage of \$50,000.00 each accident and \$100,000.00 each occurrence. These minimum limits are subject to increase depending on the nature of the contract or agreement and must be approved by the Risk Manager of the City of Pompano Beach.

(4) It is further understood and agreed that Sub-Lessee or his agents shall carry Products Liability and Completed Operations coverage with limits of liability as follows:

Bodily Injury	\$1,000,000 Each Person
\$1,000,000 Each Occurrence	
\$1,000,000 Aggregate	

Property Damage	\$1,000,000 Each Accident
\$1,000,000 Aggregate	

All policies of such insurance and renewal thereof shall insure City and Sub-Lessee as their interests may appear.

(5) Sub-Lessee shall provide Worker's Compensation Insurance for all of its employees in accordance with the requirements of Florida Statutes, Chapter 440. Sub-Lessee further agrees to be responsible for employment, control and conduct of all its employees and for any injury sustained by such employees in the course of their employment.

(6) The aforesaid insurance shall be written by companies authorized to do business in the State of Florida and listed in "Best's Insurance Guide," or a comparable publication in the event of the discontinuance of publishing "Best's," said insurance company having a minimum rating in "Best's" of A+ 3A.

(7) The policies or certificates representing said insurance shall be delivered by Sub-Lessee to City and each policy or certificate delivered shall bear the endorsement of or be accomplished by evidence of payment of the premium thereon and also an endorsement obligating the insurance company to furnish City sixty (60) days' notice in advance of the cancellation of the insurance evidenced by said policy or certificate. Renewal policies or certificates shall be delivered to City at least sixty (60) days before the expiration of the insurance which such policies are to renew.

(8) When such policies or certificates have been delivered by Sub-Lessee to City as aforesaid and at any time or times thereafter, City may notify Sub-Lessee in writing that the insurance represented thereby does not conform to the provisions of this paragraph either because of the amount or because of the insurance company or for any other reason and Sub-Lessee shall have thirty (30) days in which to cure the defect. Failure to cure such defect within thirty (30) days shall constitute a breach of this Agreement, entitling City to all remedies occasioned by default.

(9) Sub-Lessee or his agent further agrees to hold harmless and indemnify the City and CRA from any claims resulting from Sub-Lessee's or his agent's negligence on or about the leased Premises and any operations in connection herewith.

**EXHIBIT “E” - LEASE AGREEMENT  
CRA LEASE AGREEMENT WITH SONATA APARTMENTS LTD.**