

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT made and entered into this ____ day of _____, 2018, by and between:

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 ("CRA")

and

RTD CONSTRUCTION AND SERVICES INC, a Florida for Profit Corporation, whose address is 731 DR. MARTIN LUTHER KING JR. BOULEVARD POMPANO BEACH FL 33060, hereinafter referred to as ("Sublessee").

WITNESSETH:

WHEREAS, the CRA has leased a commercial site located at 731 Dr. Martin Luther King Jr. Boulevard, Pompano Beach, Florida pursuant to a Lease Agreement with the City of Pompano Beach ("City"), dated March 16, 2012; and

WHEREAS, pursuant to Resolution No. 2013-74 passed and adopted June 20, 2013, a Sublease Agreement was entered into between the CRA and YOUR FINANCIAL SOLUTIONS, INC for unit 101A with an initial term of five (5) years from the June 20, 2013 effective date, and

WHEREAS, pursuant to Resolution No. 2014-52 passed and adopted May 1, 2014, a Sublease Agreement was entered into between the CRA and YOUR FINANCIAL SOLUTIONS, INC for unit 102B with an initial term of five (5) years from the May 1, 2014, 2013 effective date, and

WHEREAS, Sublessee for both units 101A-102B 731 Dr. Martin Luther King Jr. Boulevard, Pompano Beach, Florida 33060 is the Owner of **RTD CONSTRUCTION AND SERVICES INC**, and desires to sublease both units 101A and 102B consisting of 291.9 sq. ft. each for a total 583.8 sq. ft. for the purposes of operating a construction services business at the Premises; and

WHEREAS, the parties desire to enter into this Sublease Agreement (the "Sublease") defining the rights, duties, and liabilities of the parties.

THEREFORE, in consideration of the rents, covenants and mutual agreements hereinafter contained, the parties covenant and agree as follows:

1. PREMISES.

1.1 CRA has leased from the City, a tract of land located at 731 Dr. Martin Luther King Jr. Boulevard, in Broward County, Florida, more particularly described in Exhibit "A" attached to this Sublease and made a part hereof (the "Property"). The improvements to the Property include a building consisting of between five (5) and seven (7) units of commercial spaces and a common area with restrooms; site improvements including a public parking lot, an outdoor patio for the exclusive use as outdoor dining space for the restaurant located in Unit "F," and landscape (collectively, the "Improvements").

1.2 CRA shall sublease to Sublessee Unit "101A, - 102B" as more fully described in Exhibit "B" which is attached hereto and made a part of this Sublease (the "Premises").

2. PURPOSE.

2.1 The Premises located at 731 Dr. Martin Luther King Jr. Boulevard Units 101A and 102B shall be used by Sublessee in the conduct of its business as a construction services company.

2.2 Sublessee shall not use the Premises for any illegal, immoral or ultra-hazardous activity, whether within or outside the scope of the business of Sublessee. Sublessee shall comply with all applicable rules, regulations, resolutions and ordinances of the City, County, State and Federal governments having jurisdiction over the Premises.

3. TERM.

The Effective Date of this Sublease shall be the date this Agreement is signed by the last of the CRA or Sublessee. The term of this Sublease shall be for an initial period of five (5) years, commencing on the Effective Date of this Sublease, and terminating five (5) years from that date, unless earlier terminated by breach of the terms and conditions of this Sublease.

4. RENTAL AND SECURITY DEPOSIT.

4.1 Beginning on the Rental Commencement Date (as defined below) of this Sublease, the monthly rental amounts shall be as follows:

Year One: \$700.00 per month, plus any applicable sales tax.

Year Two: \$720.00 per month, plus any applicable sales tax.

Year Three: \$740.00 per month, plus any applicable sales tax.

Year Four: \$760.00 per month, plus any applicable sales tax.

Year Five: \$780.00per month, plus any applicable sales tax.

4.2 The monthly rental installments shall be payable in advance of the first day of each and every calendar month thereafter during the term of this Sublease. If any payment is not made within fifteen (15) days after the payment is due and owing, Sublessee shall pay a five percent penalty. Failure to make timely rental payments within thirty (30) days after the due date will result in penalties described in Paragraph 20, Default by Sublessee.

4.3 The security deposit in an amount equal to one month's rent along with the first and last months' rent (the "Security Deposit") was due and paid on the Rental

Commencement Date of the original Lease Agreements between the Pompano Beach CRA and Your Financial Solution Solutions for Units 101A and 102B effectuated June 20, 2013 and May 1, 2014 respectively. In the event that Sublessee defaults on any of the terms, provisions and conditions of this Sublease, CRA may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any rent or any other sum as to which the Sublessee is in default. In the event that Sublessee fully and faithfully complies with all terms, provisions, covenants and conditions of this Sublease, the Security Deposit shall be returned to Sublessee within thirty days after the termination of this Sublease and delivery of the entire possession of the Premises to the CRA.

4.4 In addition to the monthly rent and security deposit described above, there will also be additional monthly fees for garbage and dumpster maintenance.

5. OBLIGATIONS OF CRA AND SUBLESSEE FOR IMPROVEMENTS TO PREMISES.

5.1 CRA is providing the Premises in an as-is condition. All furniture and fixtures, including, but not limited to tables, chairs and point of sales system may be used by Sublessee.

5.2 Sublessee's construction and improvements to the Premises, if any, shall be accomplished in accordance with the applicable rules, regulations, resolutions and ordinances of the City, County, state and federal governments. Sublessee shall be responsible for obtaining all necessary permits and approvals which may be required, and shall pay all charges for such permits and approvals, whether such charges are payable prior to or subsequent to the issuance of any permits or approvals for improvements made by Sublessee to the Premises.

6. ADVERTISEMENTS.

All signs or symbols placed in the windows or doors of the Premises, or on any exterior part of the building by Sublessee, shall be subject to the approval of the CRA and comply with the City of Pompano Beach Code of Ordinances ("City Code") and shall comply with all design parameters established in the "Signage Criteria" attached to this Sublease as Exhibit "C" If Sublessee places signs or symbols on the exterior of the building or in the windows or doors where they are visible from the street in a manner not satisfactory to the CRA, the CRA may immediately demand the removal of the signs or symbols. The refusal by Sublessee to comply with any demand within a period of ten (10) days will constitute a breach of this Sublease and entitle the CRA immediately to recover possession of the Premises in the manner provided by law. Any signs so placed on the Premises shall be placed with the understanding and agreement that Sublessee shall remove such signs or symbols at the termination of this Sublease and repair any damage or injury to the Premises caused thereby. If not so removed by Sublessee, then the CRA may have the signs or symbols removed at the expense of Sublessee.

7. ALTERATIONS, ADDITIONS, OR IMPROVEMENTS.

7.1 Sublessee shall not make any alterations, additions, or improvements on or to the Premises without first obtaining the written consent of the CRA.

7.2 Any alterations, addition, or improvements made by Sublessee must comply with all applicable laws of the City, County, and State of Florida.

7.3 Nothing contained in this section shall prevent Sublessee from removing all machines, equipment, and or trade fixtures customarily used in the business of Sublessee except for those items referenced under Paragraph 25.

8. LIENS.

8.1 Sublessee shall keep the Premises free and clear of all liens arising out of any work performed, materials furnished, or obligations incurred by Sublessee.

8.2 It is expressly agreed that this Sublease is intended as and shall constitute a security agreement within the meaning of the Uniform Commercial Code. The CRA shall have a lien upon and security interest in Sublessee's property now or hereafter located on the Premises, under Florida's Uniform Commercial Code to secure the payment to the CRA of the various amounts provided in this Sublease.

9. SERVICES AND UTILITIES.

The CRA shall provide stubs for the water and sewer services and grease trap(s) (if applicable) to Sublessee at the CRA's expense. All other utilities, including electricity, gas, security, garbage, grease trap cleaning, and communication services (telephone, internet, cable, etc.), shall be obtained by and at the expense of Sublessee. If Sublessee fails to properly service the grease trap, the CRA shall back charge the Sublessee for any cleaning service procured by the CRA. Sublessee shall also obtain and pay the expenses of all janitorial services required for the Premises. The CRA shall pay all the expenses of janitorial services for the common areas, both interior and exterior.

10. INSURANCE AND TAXES.

10.1 The CRA shall pay for property insurance and general liability covering the building but not the Premises and shall pay all ad valorem taxes levied on the Property.

10.2 Sublessee shall carry insurance for the Premises in the types and amounts described in Exhibit "D" and shall pay any non-ad valorem taxes levied on the Premises.

10.3 Sublessee shall not permit any item or action on the Premises which shall increase the rate of the CRA's insurance.

10.4 If Sublessee provides alcoholic beverages for sale, then insurance will be required as described in Exhibit "D,"

10.5 If Sublessee provides food delivery service, then insurance will be required as described in Exhibit "D,"

11. INDEMNIFICATION.

Sublessee shall indemnify and hold harmless the CRA and the City of Pompano Beach (the City), their Board members, officers, employees and representatives, from and against all claims and demands of third persons, including, but not limited to, the execution of this Sublease, claims and demands for death or personal injuries or for property damages arising out of the use or occupancy of the Premises by Sublessee or with its consent or out of any acts or omissions of others upon the Premises with the consent of Sublessee, or arising or resulting from any breach or default by Sublessee or any of the obligations or duties assumed by or imposed upon it under this Sublease. Sublessee shall pay all costs incurred and reasonable attorneys' fees incurred by the CRA or the City in the event of a necessity to defend any claim, lawsuit or cause of action whatever against the CRA or the City arising out of the Sublessee's activities on the Premises or the execution of this Sublease, be the same with or without merit. It is further understood that the above indemnification agreement extends to the acts of invitees, licensees and trespassers upon the Premises leased.

12. DAMAGE OR DESTRUCTION.

If the Premises shall be destroyed or damaged by any acts of war, the elements, including earthquake or fire, to such extent as to render the Premises untenable in whole or in substantial part, the CRA has the option of rebuilding or repairing the Premises by giving notice to that effect to Sublessee within fifteen (15) days after the occurrence of any damage of the intent of CRA to rebuild or repair the Premises or the part so damaged. If the CRA elects to rebuild or repair the Premises and does so without unnecessary delay, Sublessee shall be bound by this Sublease, except that during the period of repair the rent for the Premises 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 the CRA fails to give notice of intent to repair, Sublessee shall have the right to declare this Sublease terminated.

13. REPAIRS.

Sublessee shall maintain the Premises in good repair and tenantable condition for the duration of this Sublease. Sublessee shall be responsible for any and all service, maintenance and repairs for all utilities and fixtures within the Premises.

14. ACCESS TO PREMISES.

Sublessee shall allow the CRA or City or the agents or employees of either the free access to the Premises at all reasonable times for the purpose of inspecting or of making repairs, additions, or alterations to the Premises or any property owned by or under the control of either party.

15. EASEMENTS.

Sublessee shall not acquire any right or easement to the use of any door or passageway in any portion of the building in which the Premises is located, except the easement of necessity for ingress and egress, if any, in the doors and passageway directly connecting with the Premises. The CRA shall have the right, however, to close or obstruct any door or passageway into or from or connecting with the Premises and to interfere with the use thereof, whenever the CRA deems it reasonably necessary to effect alterations or repairs thereto or in and about any premises adjoining such doors or passageways so long as the CRA provides Sublessee with reasonable access to the Premises. The CRA reserves the right to use, install maintain and repair pipes, ducts and conduits within the walls, columns and ceilings of the Premises.

16. SALES, ASSIGNMENTS AND SUBLEASES.

16.1 Sublessee shall not assign this Sublease, or sell or sublet the premises subleased, or any part thereof or interest therein, without the prior, express, and written consent of the CRA.

16.2 This Sublease shall not be assigned by operation of law.

16.3 If consent is once given by the CRA to the assignment of this Sublease or any interest in this Sublease, the CRA shall not be barred from subsequently refusing to consent to any further assignment or sublease.

16.4 Any attempt to sell, assign, or sublet without the consent of the CRA, shall be deemed a default by Sublessee, entitling the CRA to reenter pursuant to Paragraph 20 if the CRA so elects.

17. QUIET ENJOYMENT.

If Sublessee performs the terms of this Sublease, the CRA will warrant and defend Sublessee in the enjoyment and peaceful possession of the Premises during the term of this Sublease without any interruption by the CRA or City or either of them or any person rightfully claiming under either of them.

18. CONDEMNATION.

18.1 If the Premises or any part of the Premises are appropriated or taken for any public use by virtue of eminent domain or condemnation proceedings, or if by reason of law, ordinance, or by court decree, whether by consent or otherwise, the use of the Premises by Sublessee for any of the specific purposes referred to in this Sublease shall be prohibited, Sublessee shall have the right to terminate this Sublease on written notice to the CRA, and rental shall be paid only to the time when Sublessee surrenders possession of the Premises.

18.2 In the event of partial appropriation, Sublessee may elect to continue in possession of that part of the Premises not so appropriated under the same terms and conditions

of this Sublease, except that in such cases Sublessee shall be entitled to an equitable reduction of the rental payment under this Sublease.

18.3 Any rental paid in advance beyond the time that the Premises have been taken from Sublessee shall be returned by the CRA to Sublessee on demand.

18.4 Sublessee does not waive any right to recover from the condemnation authority for any damage that may be suffered by Sublessee by reason of any condemnation.

19. OPTION TO RENEW.

At any time before the commencement of the last calendar month of the last term of this Sublease, Sublessee shall have the option to renew this Sublease for an additional five (5) year period under the same terms and conditions of this Sublease except that beginning with the rental payment due in the first year of the Renewal Term, the annual Rent for the Premises will increase annually by three percent (3%) of the base rental amount for the prior year and the Rent will increase by three percent (3%) each year of the Renewal Term.

20. DEFAULT.

20.1 Sublessee shall be considered in default of this Sublease if any one of the following events shall occur:

20.1.1 If Sublessee shall voluntarily abandon, desert or vacate the Premises; or

20.1.2. If any lien is filed against the Premises because of any act or omission of Sublessee and is not removed or secured by bond or otherwise, within thirty (30) days after Sublessee has received notice thereof; or

20.1.3 If Sublessee fails duly and punctually to pay the rental amount or make any other payment required hereunder when due to the CRA and shall continue in its

failure to pay rentals or make any other payment required under this Sublease for a period of thirty (30) days after the due date of such payment; or

20.1.4 If Sublessee fails to complete the Improvements with three (3) months of the Effective Date of this Sublease; or

20.1.5 If Sublessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Sublease on its part to be kept, performed or observed within thirty (30) days after receipt of notice of non-compliance from the CRA except where fulfillment of its obligation requires activity over a period of time and Sublessee shall have commenced to perform whatever may be required for fulfillment within fifteen (15) days after receipt of notice and continues such performance without interruption.

20.2 If any rents reserved, or any part thereof, shall be and remain unpaid when they shall become due, or if Sublessee violates or defaults in any of the provisions of this Sublease, then the CRA may cancel this Sublease by giving the required notice, and reenter the Premises.

20.3 In spite of any reentry, the liability of Sublessee for the rent shall not be extinguished for the balance of the term of this Sublease, and Sublessee shall make good to the CRA any deficiency arising from a reentry and reletting of the Premises at a reduced rental.

20.4 Sublessee shall pay any deficiency on the first day of each month immediately following the month in which the amount of deficiency is ascertained by the CRA.

20.5 No receipt of money by the CRA from Sublessee after the termination of this Sublease or after commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the term of this Sublease or affect any such demand or suit.

21. INSOLVENCY OR BANKRUPTCY.

If Sublessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for the business of Sublessee, then the CRA may terminate this Sublease at the option of the CRA.

22. HAZARDOUS SUBSTANCES.

Sublessee shall not cause, allow or permit to occur any violation of any federal, state or local law, ordinance, or regulations now or hereafter enacted, related to environmental conditions, hazardous substances, toxic wastes, and solid waste disposal on, under or about the Premises, or arising from Sublessee's use or occupancy of the Premises.

23. WAIVER OF BREACH.

The waiving of any of the provisions of this Sublease by any party shall be limited to the particular instance involved and shall not be deemed to waive any other rights of the same or any other terms of this Sublease Agreement.

24. TERMINATION AND SURRENDER.

24.1 If a new lease with Lessee is not secured:

24.1.1 Sublessee shall surrender the Premises on the last day of the term of this Sublease.

24.1.2 The CRA shall have the right to place and maintain on the Premises "For Rent" or "For Sale" signs during the last thirty (30) days of the term of this Sublease or upon termination of the Sublease by either party.

24.1.3 Sublessee shall, at the expiration of this Sublease or upon early termination of the Sublease by either party, surrender the keys to the Premises to the CRA.

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

25. REMOVAL OF PERSONAL PROPERTY.

25.1 Sublessee shall have the right to remove all personal property from the Premises.

25.2 All trade fixtures and equipment bolted or screwed to walls (including hood vents and ansul system) which are attached to the Premises shall become the property of the CRA.

25.3 All holes or damages to the building or the Premises caused by removal of any items shall be restored or repaired by Sublessee promptly. If Sublessee does not repair damages to the Premises with thirty (30) days to satisfaction of the CRA, then the CRA shall subtract the cost of repairs from the Security Deposit.

25.4 Sublessee shall be entitled to remove any electrical service connections installed by Sublessee that were designed specifically for Sublessee.

25.5 If the CRA or City reenters or retakes possession of the Premises prior to the normal expiration of this Sublease, the CRA or City shall have the right, but not the obligation, to remove from the Premises all personal property located therein belonging to Sublessee and either party may place the property in storage in a public warehouse at the expense and risk of Sublessee.

26. INTEREST OF SUCCESSORS.

The covenants and agreements of this Sublease shall be binding on the successors and assigns of the CRA and on the successors and assigns of Sublessee but only to the extent specified in this Sublease.

27. RADON GAS.

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 your county health department.

28. FORCE MAJEURE.

The CRA and Sublessee (except as to rent payments) shall be excused for the period of any delay in the performance of any obligations hereunder, when prevented from performing such obligations by cause or causes beyond such party's control which shall include, without limitation, all labor disputes, inability to obtain materials or services, civil commotion, or acts of God.

29. NOTICES.

Except where otherwise required by statute, all notices given pursuant to the provisions of this Sublease may be sent by certified mail, postage prepaid, to the last known mailing address of the party for whom the notice is intended.

30. COSTS OF LITIGATION.

If any legal action is instituted to enforce this Sublease, or any part of this Sublease, the prevailing party shall be entitled to recover reasonable attorney fees and court costs from the other party.

31. VENUE.

At the option of either party, venue of any action may be established in Broward County, Florida. Personal service either within or without the State of Florida shall be sufficient to give that court jurisdiction.

32. GOVERNING LAW.

This Sublease shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

33. PARAGRAPH HEADINGS.

The titles to the paragraphs of this Sublease are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Sublease.

34. COUNTERPARTS.

This Sublease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

35. COMPLIANCE WITH ORIGINAL LEASE AND LAWS.

35.1 Sublessee shall not cause or allow any undue waste on the Premises and shall comply with all applicable laws and ordinances respecting the use and occupancy of the Premises relating to matters not covered elsewhere in this Sublease.

35.2 Sublessee shall perform and observe the terms and conditions to be performed on the part of the CRA under the provisions of the original Lease Agreement between the CRA and City, a copy of which is attached to this Sublease as Exhibit "E", excepting the covenant for the payment of rent reserved thereby.

35.3 Sublessee, in exercising any of the rights or privileges granted to it by this Sublease, shall not discriminate against any person or persons in any manner on the grounds of race, color, national origin or any other protected criteria.

36. ENTIRE AGREEMENT

This Sublease consists of the following: Paragraphs 1 through 36 inclusive, and Exhibits "A", "B", "C", "D" and "E" and constitutes the entire agreement of the parties on the subject

matter of this Sublease and may not be changed, modified, discharged or extended except by written instrument duly executed by the CRA and Sublessee. Sublessee agrees that no representations or warranties shall be binding upon the CRA unless expressed in writing in this Sublease.

IN WITNESS WHEREOF, the parties to this Sublease Agreement have caused it to be executed at on the date indicated below.

"CRA":

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Print Name: _____

By: _____
Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Marsha Carmichael, Secretary

EXECUTIVE DIRECTOR:

Print Name: _____

By: _____
Gregory P. Harrison

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as Executive Director, He/She 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

"SUBLESSEE":

Witnesses:

RTD CONSTRUCTION AND SERVICES INC

Vincent Wooten
Print Name: Vincent Wooten

By: Rachel Dailey

Print Name: Rachel Dailey

Title: Owner

Dahlia Balar
Print Name: Dahlia Balar

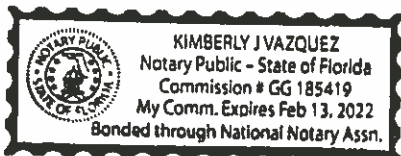
By: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30th day of August, 2018 by Rachel Dailey, as Sublessee of RTD CONSTRUCTION AND SERVICES INC, who is personally known to me or who have produced FL DL 040013879 871 0 (type of identification) as identification.

NOTARY'S SEAL:



Kimberly J Vazquez
NOTARY PUBLIC, STATE OF FLORIDA

Name of Acknowledger Typed, Printed or Stamped

GG 185419
Commission Number