

FIRST AMENDMENT TO SUBLEASE AGREEMENT

THIS ASSIGNMENT AND FIRST AMENDMENT TO SUBLEASE AGREEMENT is entered into on the _____ day of _____, 2020, by and between: **POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida (“CRA”), and **INNOVATE FOOD GROUP, LLC**, a Florida limited liability company, whose address is 2059 Blount Road, Pompano Beach, FL 33069 (“Sublessee”).

WHEREAS, the CRA entered into a Sublease Agreement with Sublessee for the use of 3,936 SF of structure located at 165 NE 1st Street, (Folio ID 4842-35-08-0120), (the “Premises”) approved by Resolution No. 2019-08; and

WHEREAS, the parties desire to further amend the Sublease Agreement as to Exhibit “C” (the “Plaza Space”) and Paragraph 5 (Rent).

WITNESSETH:

NOW, THEREFORE, the parties agree as follows:

1. Each “WHEREAS” clause set forth above is true and correct and herein incorporated by this reference.
2. The Original Sublease shall remain in full force and effect except as specifically amended herein below.
3. Exhibit “C” to the Sublease Agreement is replaced with the revised Plaza Space attached to this First Amendment as Exhibit “A.”
4. Section 5. Rent is amended to read as follows (added language is underlined and in bold, deleted language has a line through it):
 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 twenty-four (24) months** ~~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 first day after the twenty-four month rent free period, the annual Rent for the Premises will be \$47,144 50,015 payable in equal monthly installments of \$3,928.674,167.92 plus sales tax.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

"CRA":

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Print Name: _____

By: _____
Rex Hardin, Chairman

Print Name: _____

ATTEST:

Marsha Carmichael, Secretary

Print Name: _____

By: _____
Gregory P. Harrison, Executive Director

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by REX HARDIN as Chair, GREGORY P. HARRISON as Executive Director and MARSHA CARMICHAEL as Secretary, all of the Pompano Beach Community Redevelopment Agency, Pompano Beach, Florida, who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"Sublessee":

Signed, Sealed and Witnessed
Presence of:

INNOVATE FOOD GROUP, LLC, In the
a Florida limited liability company

Print Name John Hudson

By: _____

Print Name: Mike Linder

Title: _____

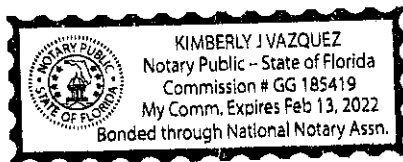
Print Name COURTNEY HOUSE

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical
presence or ☐ online notarization, this 12th day of February, 2020, by
Mike Linder They are personally known to me or who have produced
_____ (type of identification) as identification.

STATE OF FLORIDA
COUNTY OF BROWARD

NOTARY'S SEAL:



Kimberly J Vazquez
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

GG 185419
Commission Number

EXHIBIT A

