

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

Meeting Date: 03/17/15

Agenda Item 19A 19B

REQUESTED CRA BOARD ACTION:

Resolution(s) Consideration Approval Other

SHORT TITLE OR MOTION: A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A UNITY OF USE AGREEMENT AMONG THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, POMPANO PHARMACY WHOLESAL, INC. AND THROWBACK RESTAURANT GROUP, LLC., RELATING TO THE PROPERTY LOCATED AT 44 NE 1ST STREET; PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE LEASE BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND POMPANO PHARMACY WHOLESAL, INC., AND A FIRST AMENDMENT TO THE SUBLEASE BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND THROWBACK RESTAURANT GROUP, LLC., RELATING TO THE PROPERTY LOCATED AT 44 NE 1ST STREET; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Approval of companion items related to the property located at 44 NE 1st Street that includes a First Amendment to the Lease Agreement between the Pompano Beach Community Redevelopment Agency (CRA) and Pompano Pharmacy Wholesale, Inc. (Pharmacy), a First Amendment to the Sublease Agreement between the CRA and Throwback Restaurant Group, LLC (Throwback), and a Unity of Use Agreement between the CRA, Pharmacy, and Throwback. These agreements are required since there are improvements to be made to the property located at 44 NE 1st Street and the adjacent parcel owned by the CRA that are needed for the functional use of Throwback. These agreements will specify a termination procedure that includes construction of a block wall within 90 days to separate the parcels upon termination. The use or occupation of the separated parcels will be contingent upon complying with the Code of Ordinances and Building Code. The approval of these agreements will allow Throwback to continue with the development review process and ultimately improve the properties so that this reputable restaurateur can open their new restaurant in the emerging arts district of Downtown Pompano.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: CRA Staff
- (2) Primary staff contact: Adriane Esteban Ext. 7841
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

<u>DEPARTMENTAL COORDINATION</u>	<u>DATE</u>	<u>DEPARTMENTAL RECOMMENDATION</u>	<u>AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER</u>
<u>CAO</u>	<u>2/11/15</u>	<u>Approval</u>	<u>CAO memo # 2015-581</u>

- CRA Executive Director
- CRA Director
- Finance Director

Christopher Brown
S. Sibille

CRA

POMPANO BEACH

P. O. Drawer 1300
Pompano Beach, FL 33060

Phone: (954) 786-5535
Fax: (954) 786-7836

MEMORANDUM

To: Pompano Beach CRA Board

From: Adriane Esteban, CRA Project Manager

Date: March 17, 2015

Subject: Unity of Use Agreement, First Amendment to Lease Agreement, and First Amendment to Sublease Agreement for property located at 44 NE 1st Street

I. Agenda Item

Approval of companion items related to the property located at 44 NE 1st Street that includes a First Amendment to the Lease Agreement between the Pompano Beach Community Redevelopment Agency (CRA) and Pompano Pharmacy Wholesale, Inc. (Pharmacy), a First Amendment to the Sublease Agreement between the CRA and Throwback Restaurant Group, LLC (Throwback), and a Unity of Use Agreement between the CRA, Pharmacy, and Throwback. These agreements are required since there are improvements to be made to the property located at 44 NE 1st Street and the adjacent parcel owned by the CRA that are needed for the functional use of Throwback.

II. Recommendation

Staff recommends approval of this agenda item.

III. Background

The CRA Board approved the Lease Agreement between the CRA, the Lessee, and the Pharmacy, the Lessor, for the property located at 44 NE 1st Street (Premises) via Resolution 2014-21. At the same time, the CRA Board also approved a Sublease Agreement between the CRA and Throwback, the Sublessee, via Resolution 2014-22. Both agreements were executed with the understanding that the CRA or Throwback has the right to attach a covered patio to the Premises for the purposes of providing an outdoor dining area on the parcel adjacent to the Premises for a shared use. The Planning and Zoning Department requires a Unity of Use Agreement since Throwback's use will be occupying two separately owned parcels. Since the Unity of Use Agreement includes procedures for the termination, it is prudent to include those procedures and the agreement itself in the Lease and Sublease Agreements as well.

CRA

POMPANO BEACH

P. O. Drawer 1300
Pompano Beach, FL 33060

Phone: (954) 786-5535
Fax: (954) 786-7836

This will be accomplished through a First Amendment which will specify that upon lease termination, a block wall will be constructed within 90 days separating the parcels. The use or occupation of the separated parcels will be contingent upon compliance with the Code of Ordinances and Florida Building Code. The approval of these agreements will allow Throwback to continue with the development review process and ultimately improve the properties so that this reputable restaurateur can open their new restaurant in the emerging arts district of Downtown Pompano.



City Attorney's Communication #2015-581

February 11, 2015

TO: Adriane Esteban, Project Manager
FROM: Gordon B. Linn, City Attorney
RE: Resolutions – 44 NE 1st Street / Unity of Use and First Amendments

As requested in your email of February 10, 2015, the following forms of Resolution, relative to the above-referenced matter, have been prepared and are attached:

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A UNITY OF USE AGREEMENT AMONG THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, POMPANO PHARMACY WHOLESALE, INC. AND THROWBACK RESTAURANT GROUP, LLC., RELATING TO THE PROPERTY LOCATED AT 44 NE 1ST STREET; PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE LEASE BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND POMPANO PHARMACY WHOLESALE, INC., AND A FIRST AMENDMENT TO THE SUBLEASE BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND THROWBACK RESTAURANT GROUP, LLC., RELATING TO THE PROPERTY LOCATED AT 44 NE 1ST STREET; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.

GORDON B. LINN

RESOLUTION NO. _____

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A UNITY OF USE AGREEMENT AMONG THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, POMPANO PHARMACY WHOLESALE, INC. AND THROWBACK RESTAURANT GROUP, LLC., RELATING TO THE PROPERTY LOCATED AT 44 NE 1ST STREET; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. That a Unity of Use Agreement among the Pompano Beach Community Redevelopment Agency, Pompano Pharmacy Wholesale, Inc. and Throwback Restaurant Group, Inc. relating to the property located at 44 NE 1st Street, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper officials are hereby authorized to execute said Agreement among the Pompano Beach Community Redevelopment Agency, Pompano Pharmacy Wholesale, Inc. and Throwback Restaurant Group, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, CHAIRPERSON

ATTEST:

MARGARET GALLAGHER, SECRETARY

**This instrument was prepared by/
Record and return to:**

Pompano Beach CRA
100 W. Atlantic Boulevard, Room 276
Pompano Beach, FL 33060
Tel: 954-786-5535

Parcel Folio Numbers: 4842 35 08 0240
4842 35 08 0250

UNITY OF USE AGREEMENT

THIS UNITY OF USE AGREEMENT (“**Agreement**”) dated as of _____, 2015, is made among **POMPANO PHARMACY WHOLESALE, INC.**, a Florida corporation (“**PHARMACY**”), **THROWBACK RESTAURANT GROUP, LLC**, a Florida limited liability company (“**THROWBACK**”) and the **POMPANO BEACH COMMUNITY REDVELOPMENT AGENCY**, a public body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes (“**CRA**”).

RECITALS:

PHARMACY is the owner of a parcel of real property (“**Parcel A**”), located in the City of Pompano Beach, Broward County, Florida and more particularly described in **Exhibit A** attached to this Agreement.

CRA is the owner of a parcel of real property (“**Parcel B**”) located in the City of Pompano Beach, Broward County, Florida and more particularly described in **Exhibit A** attached to this Agreement.

Both CRA and PHARMACY is an “**Owner**,” and they are collectively the “**Owners**.”

Parcels A and B are collectively the “**Parcels**”

CRA is a tenant of Parcel A pursuant to the following lease:

Lease between PHARMACY and CRA dated October 4, 2013, (“**CRA Lease**”)

THROWBACK is the tenant of Parcels A and B pursuant to the following leases (collectively, “**CRA Leases**”):

Lease Agreement between CRA and THROWBACK dated October 4, 2013, (“**Sublease Agreement**”)

Lease Agreement between CRA and THROWBACK dated October 4, 2013,
("Patio Ground Lease")

The City of Pompano Beach, Florida ("City") Planning and Zoning Board has approved the unified commercial plan for Parcels A and B (collectively, the "Parcels") pursuant to Development Order _____ adopted on _____ ("Development Order"). The approved unified commercial plan is attached as Exhibit B ("Unified Site Plan").

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties here to intending to be legally bound, do hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Owners and CRA hereby agree that following the issuance of a building permit for any improvements to be constructed on the Parcels in accordance with the Development Order and Unified Site Plan, the Parcels shall be developed as a unified project. Accordingly, in the event the Owners and CRA desire to amend the Unified Site Plan, the Owners and CRA shall submit one application to the City to obtain the City's review and approval of a proposed amendment to the Unified Site Plan.
3. The requirement for a Unified Site Plan shall not prohibit any Owner from independently submitting applications to the City for a change to the site plan for its respective Parcel.
4. This Agreement shall constitute a covenant running with the land, as provided by law, and shall be binding upon the undersigned, their successors and assigns, and all parties claiming hereunder.
5. The parties agree this instrument shall be recorded in the Public records of Broward County, Florida.
6. Except as expressly provided herein, this Agreement may not be terminated or amended without the express written consent of the Development Services Director of the City of Pompano Beach. The above provisions of this Unity of Use Agreement shall terminate upon the termination of the CRA Lease, regardless of whether such termination occurs upon the expiration of the Lease or sooner pursuant to the terms thereof. Prior to termination of this Agreement, and within 90 days of the date the Lease is terminated, Parcel A and Parcel B, must each be physically separated, by the CRA, at the CRA's sole cost and expense. Such physical separation of Parcels A and B shall consist of CRA obtaining a building permit for the construction of a block wall between said parcels and thereafter actually constructing said block wall, including interior drywall and paint to match existing finish. CRA shall have the right to cause THROWBACK, its sublessee, to comply with CRA's obligations under the lease amendment, provided CRA remains obligated for the completion of such work as between PHARMACY and CRA. Thereafter Parcel A may not be used or occupied separately until Parcel A independently obtains any building permits and/or zoning certificates which may be required for said Parcel A for compliance with the City of Pompano Beach Code of Ordinances and the Florida Building

Code, and Parcel B may not be used or occupied separately until Parcel B independently obtains any building permits and/or zoning certificates which may be required for said Parcel B for compliance with the City of Pompano Beach Code of Ordinances and the Florida Building Code. The failure of either Parcel A or B, respectively, to obtain any building permits and/or zoning certificates which may be required for each of said parcels, respectively, shall have no effect on the other parcel so long as the other parcel is in compliance. Furthermore the City of Pompano Beach shall have the right to enforce the provisions of this paragraph and said right shall survive the termination of the leases and this Unit of Use Agreement.

7. This Agreement may be executed in counter parts, each of which shall be deemed to be an original, but all constituting only one Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

Witnesses:

Adri Esteban

Print name: Adriane Esteban

ER Gallagher

Print name: EDWARD GALLAGHER

THROWBACK RESTAURANT GROUP, LLC, a Florida limited liability company

By: [Signature]

Print name: WAYNE ALCAIDE

Title: MANAGING PARTNER

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24th day of FEBRUARY, 2015, by WAYNE ALCAIDE as OWNER of **THROWBACK RESTAURANT GROUP, LLC.**, a Florida limited liability company, on behalf of the company. He or she is personally known to me or has produced NO as identification.

NOTARY SEAL

[Signature]
Notary Public, State of Florida
Print name: MARGARET GALLAGHER
My commission expires: 1/12/2018

Witnesses:

Eunice Nelson

Print name: Eunice Nelson

Paula Lemia

Print name: Paula Lemia

**POMPANO PHARMACY
WHOLESALE, INC**, a Florida
corporation

By: Charles G. Barger

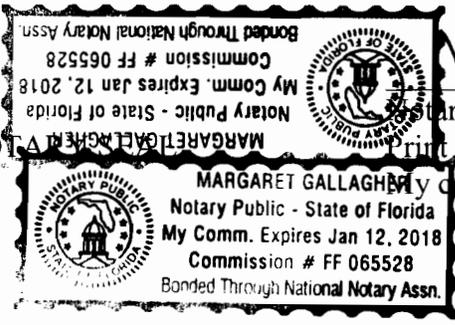
Print name: CHARLES G. BARGER

Title: TREAS

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6th day of MARCH, 2015, by CHARLES G. BARGER as TREASURER of **POMPANO PHARMACY WHOLESALE, INC.**, a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced _____ as identification.

 MARGARET GALLAGHER
Notary Public, State of Florida
Print name: MARGARET GALLAGHER
My commission expires: 1-22-2018

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Print Name: _____

By: _____
Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Margaret Gallagher, Secretary

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company

Print Name: _____

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

Print Name: _____

By: _____
Kim Briesemeister, President

Print Name: _____ and

By: _____
Christopher J. Brown
a managing member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____,
2015 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 _____, 2015 by MARGARET GALLAGHER, 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 _____, 2015, by Kim Briesemeister, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me or who has produced _____ (type of identification) as identification.

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 _____, 2015, by Christopher J. Brown, as Managing Member of Redevelopment Management Associates, LLC, on behalf of the limited liability company. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit A

LEGAL DESCRIPTIONS FOR PARCELS A and B

PARCEL A

(owned by Pompano Pharmacy Wholesale, Inc.)

A PARCEL OF LAND BEING A PORTION OF LOT 11 OF THE RESUBDIVISION OF LOT 15 OF THE SUBDIVISION OF SECTION 35 TOWNSHIP 48S RANGE 42E AS DESCRIBED ON PLAT BOOK B, PAGE 76 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER LOT 11 OF THE RESUBDIVISION OF LOT 15; THENCE NORTH 89°08'41" EAST, ALONG THE NORTH LINE OF SAID LOT 11, 128.46 FEET; THENCE SOUTH 01°17'19" EAST, 13.00 FEET, TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED, ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF NE 1ST STREET AS DESCRIBED IN THE OFFICIAL RECORDS BOOK 5526, PAGE 559 OF THE PUBLIC RECORDS OF BROWARD COUNTY; THENCE NORTH 89°08'41" EAST, ALONG SAID SOUTHERLY LINE OF NE 1ST STREET, 39.29 FEET; THENCE SOUTH 01°04'39" EAST, FOLLOWING THE CENTERLINE OF A CONCRETE BLOCK WALL, 80.00 FEET; THENCE SOUTH 89°08'41" WEST, 39.00 FEET; THENCE NORTH 01°17'19" WEST, 80.00 FEET, TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 3,131 SQUARE FEET OR 0.072 ACRES MORE OR LESS.

PARCEL B

(owned by Pompano Beach Community Redevelopment Agency)

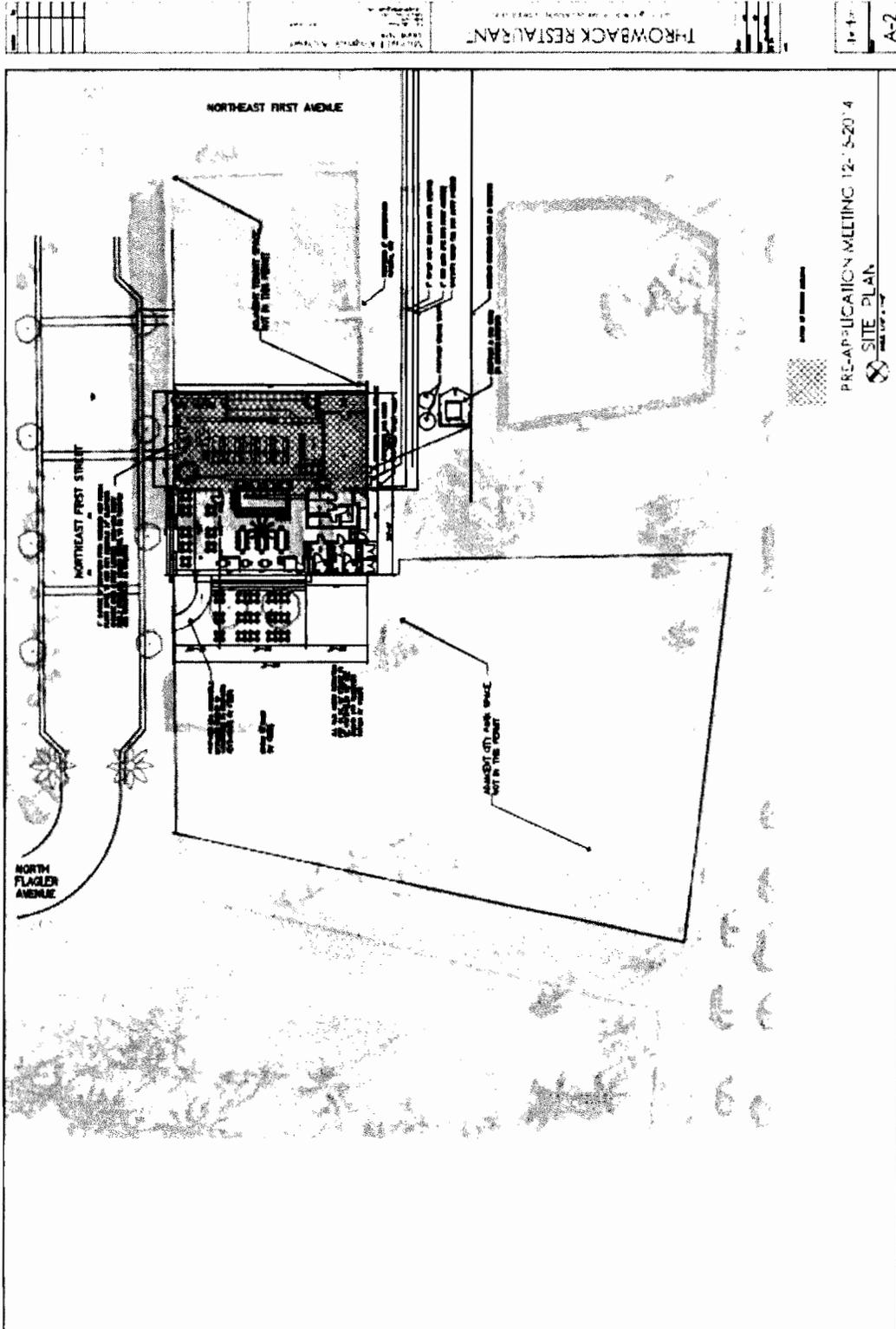
A PORTION OF LOT 11, RE-SUBDIVISION OF LOT 15, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 76, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 10, OF SAID PLAT; THENCE ALONG THE SOUTH LINE OF SAID LOT 10, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF NORTHEAST 1ST STREET, NORTH 89°08'41" EAST, 95.47 FEET; THENCE DEPARTING SAID NORTH AND SOUTH LINE, SOUTH 00°51'19" EAST, 65.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°08'41" EAST, 35.00 FEET; THENCE SOUTH 01°17'19" EAST, 80.00 FEET; THENCE SOUTH 89°08'41" WEST, 35.00 FEET; THENCE NORTH 01°17'19" WEST, 80.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 2,800 SQUARE FEET, MORE OR LESS.

Exhibit B

UNIFIED SITE PLAN



RESOLUTION NO. _____

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE LEASE BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND POMPANO PHARMACY WHOLESAL, INC., AND A FIRST AMENDMENT TO THE SUBLEASE BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND THROWBACK RESTAURANT GROUP, LLC., RELATING TO THE PROPERTY LOCATED AT 44 NE 1ST STREET; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. That a First Amendment between the Pompano Beach Community Redevelopment Agency and Pompano Pharmacy Wholesale, Inc. and a First Amendment between the Pompano Beach Community Redevelopment Agency and Throwback Restaurant Group, Inc. relating to the property located at 44 NE 1st Street, copies of which Amendments are attached hereto and incorporated by reference as if set forth in full, are hereby approved.

SECTION 2. That the proper officials are hereby authorized to execute said Agreement between the Pompano Beach Community Redevelopment Agency and Pompano Pharmacy Wholesale, Inc. and the Pompano Beach Community Redevelopment Agency and Throwback Restaurant Group, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, CHAIRPERSON

ATTEST:

MARGARET GALLAGHER, SECRETARY

FIRST AMENDMENT

THIS FIRST AMENDMENT is entered into on the _____ day of _____, 20__, by and between:

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida, hereinafter referred to as “LESSEE,”

and

POMPANO PHARMACY WHOLESALE, INC., a Florida corporation, of 60 NE First Street, Pompano Beach, Florida 33060-6602, hereinafter referred to as “Landlord.”

WHEREAS, LESSEE entered into a Lease Agreement with Landlord for the use of 3,081 SF of structure located at 44 NE First Street, (“Original Agreement”), and approved by Resolution No. 2014-21; and

WHEREAS, Landlord is the owner of a parcel of real property (“Parcel A”), located in the City of Pompano Beach, Broward County, Florida and more particularly described in Exhibit “C” attached to this Agreement; and

WHEREAS, LESSEE is the owner of a parcel of real property (“Parcel B”) located in the City of Pompano Beach, Broward County, Florida and more particularly described in Exhibit “C” attached to this Agreement.

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 Agreement, a copy of which is attached hereto as Exhibit "A," shall remain in full force and effect except as specifically amended hereinbelow.

3. Section 9, Improvements, to the Original Agreement is hereby amended as follows:

9.1.1. Unity of Use Agreement. A Unity of Use Agreement is required as part of the development review process for the Improvements described in Section 9. Landlord and Lessee agree to enter into a Unity of Use Agreement in a form attached hereto as Exhibit "B." The provisions of the Unity of Use Agreement shall terminate upon the termination of the Lease, regardless of whether such termination occurs upon the expiration of the Lease or sooner pursuant to the terms thereof. Prior to termination of the Unity of Use Agreement, and within 90 days of the date the Lease is terminated, Parcel A and Parcel B must each be physically separated, by the LESSEE, at the LESSEE's sole cost and expense. Such physical separation of Parcels A and B shall consist of LESSEE obtaining a building permit for the construction of a block wall between said parcels and thereafter actually constructing said block wall, including interior drywall and paint to match existing finish. LESSEE shall have the right to cause its sublessee to comply with LESSEE's obligations under the lease amendment, provided LESSEE remains obligated for the completion of such work as between Landlord and LESSEE. Thereafter Parcel A may not be used or occupied separately until Parcel A independently obtains any building permits and/or zoning certificates which may be required for said Parcel A, for compliance with the City of Pompano Beach Code of Ordinances and the Florida Building Code and Parcel B may not be used or occupied separately until Parcel B independently obtains any building permits and/or zoning certificates which may be required for said Parcel B, for compliance with the City of Pompano Beach Code of Ordinances and the Florida Building Code. The failure of either Parcel A or B, respectively, to obtain any building permits and/or zoning certificates which may be required for each of said parcels, respectively, shall have no effect on the other parcel so long as the other parcel is in compliance. All work to be performed by Lessee hereunder shall be performed at Lessee's sole cost and expense using first class building materials and contractors, and shall cause the Premises to be put back to the same condition as they were in upon the commencement of the Lease, including without limitation removal of all awnings, lights, etc. affixed by Lessee to the exterior of the Premises and repair of all damage caused

by the removal thereof, ordinary wear and use excepted. This Section 9.1.1. shall survive the termination of the Lease.

4. Section 21, Miscellaneous Provisions, to the Original Agreement is hereby amended as follows:

21.5. **Time of the Essence.** Time is of the essence as to all of the terms and provisions of the Lease.

...

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

“LESSEE”:

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____

Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Print Name: _____

Margaret Gallagher, Secretary

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company

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

Print Name: _____

By: _____

Kim Briesemeister, President

and

Print Name: _____

By: _____

Christopher J. Brown
a managing member

"Landlord":

Signed, Sealed and Witnessed
In the Presence of:

POMPANO PHARMACY WHOLESALE, INC.
Florida corporation

Paula Lemm

By: Charles G. Berger

Print Name: Paula Lemm

Print Name CHARLES G. BERGER

Eunice Nelson

Title: Treas

Print Name Eunice Nelson

RESOLUTION NO. 2014-21 EXHIBIT A

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A LEASE AGREEMENT BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND POMPANO PHARMACY WHOLESALE, INC., RELATING TO THE PROPERTY LOCATED AT 44 NE 1ST STREET; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. That an Agreement between the Pompano Beach Community Redevelopment Agency and Pompano Pharmacy Wholesale, Inc. relating to the property located at 44 NE 1st Street, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper officials are hereby authorized to execute said Agreement between the Pompano Beach Community Redevelopment Agency and Pompano Pharmacy Wholesale, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 18th day of October, 2013.



LAMAR FISHER, CHAIRPERSON

ATTEST:



MARGARET GALLAGHER, SECRETARY

EXHIBIT A

LEASE AGREEMENT

This Lease Agreement ("Lease") is made between **Pompano Pharmacy Wholesale, Inc.**, a Florida corporation, whose address for purposes of notice under this lease is 60 Northeast First Street, Pompano Beach, Florida, 33060, (hereinafter referred to as "Landlord") and **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, (hereinafter referred to as "Lessee").

Recitals

Lessee desires to lease certain property in the City of Pompano Beach, Florida, for use as a restaurant, facility for cooking classes and sales of food products, and other related uses.

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

Agreement

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

1. **Lease of Property.** Landlord hereby leases to Lessee, and Lessee rents from Landlord, the following described commercial property (collectively, the "Premises"): 3,081 square feet of the structure located at 44 NE 1st Street, Pompano Beach, Florida 33060.
2. **Lease Term.** The initial term ("Initial Term") of this Lease shall be a period of five (5) years commencing on January 1, 2014 at 12:01 a.m., and ending at midnight on December 31, 2018.
3. **Rent.** The rental amounts for the Premises ("Rent") shall be as follows:
 - 3.1. Beginning on January 1, 2014, the annual Rent for the Premises will be \$22,400.00 payable in equal monthly installments of \$1,866.66 commencing on January 1, 2014 ("Lease Commencement Date").
 - 3.2. **Annual Rent Increase.**
 - 3.2.1. Beginning with the rental payment due on January 1, 2015, the annual Rent for the Premises will increase annually by Three Percent (3%) of the base rental amount for the prior year.
 - 3.3. **Rent Payments.** Lessee shall make Rent payments in equal monthly installments, which will be due on the first day of each calendar month.
- 4.5 **Security Deposit.** No security deposit shall be required under this Lease.
- 4.6 **Invoices.** Landlord agrees to provide an invoice for Rent to Lessee at least ten (10) days prior to the date Rent is due. If Landlord fails to send an invoice timely, the time for Lessee to pay Rent will be extended until ten days after Lessee receives the invoice from Landlord.

EXHIBIT A

4. **Option to Renew.** Lessee shall have the right to renew this Lease for up to three (3) additional terms ("Renewal Terms") of five (5) years each, on the terms and conditions of this Lease, by delivering to Landlord a written notice of its intention to renew the Lease to Landlord no later than 90 days prior to the end of the Term then in effect.
 - 4.1. **Renewal Term Rent for Premises.** The Rent for the Premises in the Renewal Terms shall be as follows:
 - 4.1.1. **First Renewal Term.** The annual Rent for the first Renewal Term will escalate by 20% to be **\$30,254**, and will commence on January 1, 2019. Rent will increase by 3% each year for the remainder of the First Renewal Term.
 - 4.1.2. **Second Renewal Term.** The annual Rent for the second Renewal Term will escalate by 20% to be **\$40,861** and will commence on January 1, 2024. Rent will increase by 3% each year for the remainder of the Second Renewal Term.
 - 4.1.3. **Third Renewal Term.** The annual Rent for the third Renewal Term will escalate by 20% to be **\$55,187** and will commence on January 1, 2029. Rent will increase by 3% each year for the remainder of the Third Renewal Term.
 - 4.2. **Exercise of Renewal Option.** The CRA Executive Director shall have the authority to exercise the option to renew this lease.
5. **Taxes and Assessments.** Landlord shall be responsible for all municipal, county, and state taxes and assessments, which may be assessed against the Premises during the Term of this Lease. Lessee will be responsible for any taxes levied against the personal property and trade fixtures of Lessee located in and about the Premises.

Lessee furthermore agrees to pay Landlord back each year the difference between the Ad Valorem taxes of a particular year and the current taxes as of 2014 on a pro-rata basis. Landlord will present a copy of the 2014 taxes upon the commencement of the Lease. The pro-rata percentage of the Premises of the entire building is 31.3 %.
6. **Utilities.** Lessee will be responsible for paying the cost of all utilities (water, sewer, electric, gas, telephone, cable, etc.) serving the Premises during the Term. If utilities are billed to the Landlord, Lessee will reimburse Landlord within ten days after receipt of the invoice or utility bill from Landlord. If utilities are billed directly to Lessee, Lessee will pay the amounts due directly to the utility company prior to delinquency. If any utilities billed to Landlord include service to properties other than the Premises, Landlord will provide Lessee with a calculation of the amount owed by Lessee.
7. **Use of Premises.** Although Lessee intends to use Premises for the operation of a restaurant and related uses Lessee shall have the right to use the Premises for any use permitted by applicable Federal, state, county, or city statutes, laws, ordinances, resolutions, orders, rules, or regulations ("Applicable Laws"). Lessee 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.
8. **Parking.** Landlord hereby gives Lessee and its agents, employees, guests and invitees the license and right to park in the parking lot, owned by Landlord and located adjacent

EXHIBIT A

to the rear of the Premises at 44 NE 1st Street, Pompano Beach, Florida, 33060, ("Landlord's Parking Lot"). Parking in Landlord's Parking Lot will be available to Lessee on a "first-come, first-serve" basis. In addition, Landlord grants to Lessee the license and right to utilize Landlord's Parking Lot for the installation of a grease trap and plumbing to serve the restaurant to be located on the Premises. Landlord agrees that it will join in any applications or consents required for the installation of the grease trap and related plumbing in Landlord's Parking Lot, and that it will execute and deliver an easement over, across and under Landlord's Parking Lot for this purpose if one is required. Lessee will be responsible for the repair or replacement of any asphalt removed or damaged during the installation of the grease trap and plumbing.

9. **Improvements.** Lessee has the right to make changes, alterations and additions to the Premises ("Improvements") with Landlord's prior written consent, which consent cannot reasonably be withheld, as long as the Improvements are done in a good and workmanlike manner and comply with all Applicable Laws. All Improvements made by Lessee that are permanently attached to the Premises including fixed cabinets will become the property of Landlord and shall remain on the Premises at the end of the Lease Term. Lessee will have the right to remove any moveable furniture, fixtures and equipment not attached to the walls of the Premises at the end of the Term. In addition, Lessee will have the right to remove from the Premises at the end of the Term any kitchen equipment or appliances, such as ovens, ranges, and refrigerators installed by Lessee and not attached to the walls of the Premises, as long as Lessee repairs any damage caused by the removal of such equipment. Lessee has the right to attach a covered patio to the exterior wall of the Premises for purposes of providing a covering for an outdoor dining area on a parcel adjacent to the Premises. The covered patio shall entail an area that measures approximately 35 feet by 80 feet. Sublessee may undertake any necessary painting or repairs to the exterior wall of the Premises that will face the outdoor dining area and may decorate and adorn said exterior wall as it deems necessary so long as said décor and improvements comply with Applicable Law.
 - 9.1. **Landlord's Joinder in Applications.** Landlord agrees to join in and execute any permit applications, consents, or other document required in connection with the construction or installation of any Improvements by Lessee. Landlord agrees to sign any required documents within ten days after receipt of the request from Lessee and the document to be signed.
 - 9.2. **Signage.** Lessee has the continuing right to install signs, awnings, marquees or other structures on the exterior of the Premises with Landlord's prior written consent, such consent cannot reasonably be withheld, as long as the signs or structures comply with Applicable Law.
10. **Landlord's Maintenance Obligation.** Landlord agrees to maintain the structural portion of the Premises, as well as the exterior portions of the Premises, including the foundation, outer walls, conduits, roof, windows, doors, plate glass, paved surfaces, lawn, and landscaping.
11. **Landlord's Right to Inspect Premises.** Landlord will have the right to enter upon and inspect the Premises, and to make necessary repairs to the Premises, at reasonable times and after notice to Lessee. Landlord will have the right to place a sign in Premises advertising

EXHIBIT A

that the Premises are available for rent not more than 30 days prior to the expiration of the Term.

12. **Ownership; Peaceful Enjoyment; Surrender of Premises.** Landlord represents and warrants that it owns the Premises free and clear of any claims, liens, or judgments that could affect Lessee's use and enjoyment of the Premises for the purposes contemplated by this Lease. Landlord will warrant and defend Lessee's right to the peaceful possession and enjoyment of the Premises during the Term of this Lease. At the end of the Term, Lessee will surrender the Premises in clean condition and good repair, normal wear and tear excepted. No surrender of the Premises by Lessee prior to the end of the Term of this Lease will be valid unless accepted by Landlord in writing.
 - 12.1. **Mortgages.** Landlord represents that any mortgages encumbering the Premises are in good standing and have been paid through a current date, and that Landlord will keep such mortgages in good standing throughout the Term.
 - 12.2. **Subordination.** Lessee acknowledges that this Lease and all rights of Lessee under this Lease shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the Premises.
13. **Insurance.** Landlord shall carry General Commercial Liability Insurance and casualty insurance for the Premises; Lessee shall carry Commercial General Liability Insurance. Lessee furthermore agrees to pay Landlord the difference between the cost of insurance including property, general liability, and windstorm as of January 1, 2014 and subsequent years on a pro-rata basis, which is 31.3 % of the entire building. Lessee reserves the right to obtain a bonafide insurance quote for the Landlord at any time during the term in order to save both the Landlord expenses as well as the Tenants.
14. **Indemnification.** To the extent permitted by Applicable Laws, Lessee will indemnify and hold harmless Landlord and the Premises from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever ("Claims") that may arise from or be claimed against Landlord or the Premises by any person for any injury to person or property or damage of whatever kind or character arising out of or in connection with any of the following: (a) the use or occupancy of the Premises by Lessee or its employees, agents, guests, and invitees; or (b) any failure by Lessee or its employees, agents, guests, and invitees to comply with all Applicable Laws.
 - 14.1. **Lawsuits.** If any lawsuit or proceeding is brought against Landlord or the Premises on account of any alleged violations of, or failure to comply with, Applicable Laws, or on account of any damage, omission, neglect, or use of the premises by Lessee, its agents, employees, guests and invitees, Lessee agrees that Lessee or any other person on the premises with Lessee's consent will defend Landlord in such lawsuit or proceeding, and pay whatever judgments may be recovered against Landlord or the Premises, and pay for all attorneys' fees in connection with such lawsuit or proceeding, including attorneys' fees on appeal.
 - 14.2. **Limitation.** Any indemnification by Lessee set forth in this lease shall be limited to the specific monetary limits of Section. 768.28(5), of the Florida Statutes, which monetary limits shall be applicable regardless of whether said limitations would apply in the absence of this provision.

EXHIBIT A

- 14.3. **Glass Damage.** In case of damage to glass caused by Lessee, or its agents, employees, guests or invitees in the Premises, Lessee agrees to replace the glass with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.
- 14.4. **Landlord's Indemnification of Lessee.** Landlord will indemnify and hold harmless Lessee from all Claims that may arise or be claimed against Lessee arising out of or in connection with any actions of Landlord.
15. **Casualty Damage to Premises.** If the Premises are destroyed or so damaged by fire, casualty, or other disaster that they become unleaseable, Landlord will have the right to render the Premises leaseable by making the necessary repairs within 90 days from the date of the casualty, with reasonable additional time, if necessary, for Landlord to adjust the loss with any insurance companies insuring the Premises, or for any other delay caused by conditions beyond Landlord's control. If the Premises are not rendered leaseable within the 90 day period, Lessee will have the right to terminate this Lease by written notice to the other. In the event of such termination, the Rent shall be paid only to the date of the casualty. If the Lease is not terminated, the Rent shall be abated during the period of time from the date of the casualty to the date Lessee is able to resume occupancy or the date of complete restoration of the Premises, whichever occurs first.
16. **Defaults.**
- 16.1. **Lessee's Failure to Pay Rent.** If any Rent due under this Lease is not paid within thirty days after Lessee's receipt of the invoice for the payment due date, Landlord will have the right to resume possession of the Premises and re-lease or rent the Premises for the remainder of the Term for the account of Lessee and recover from Lessee at the end of the Term the difference between the Rent specified in this Lease and the Rent received on the re-leasing or renting.
- 16.2. **Other Defaults.** If either Landlord or Lessee fails to perform or breaches any covenant in this Lease other than the Lessee's covenant to pay rent, and the failure or breach continues for a period of thirty days after the defaulting party receives written notice specifying the breach or failure to perform, (a) the party giving notice may institute an action in a court of competent jurisdiction to either terminate this Lease or to seek specific performance of the Lease; or (b) Landlord or Lessee (as applicable) may, after 30 days written notice to the non-performing party, correct any such breach, and any costs incurred in correcting the breach shall be due and payable by the non-performing party on demand.
- 16.3. **Opportunity to Cure.** If the defaulting party commences to cure the default within the thirty day period after the notice of default, but cannot complete the cure within the thirty day period, the defaulting party will be permitted a reasonable time to complete the cure of the default, as long as the defaulting party diligently pursues the cure to completion.
- 16.4. **Bankruptcy.** If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest in the Premises is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Landlord, without prejudice to its rights hereunder and at its

EXHIBIT A

option, may terminate this Lease and retake possession of the Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

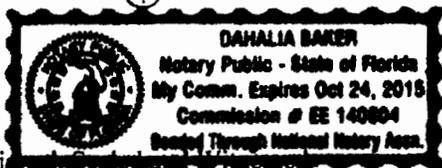
17. **No Waiver of Landlord's Rights.** The exercise by Landlord of any right or remedy to collect Rent or enforce its rights under this Lease will not be a waiver of or preclude the exercise of any other right or remedy afforded Landlord by this Lease or by Applicable Law. The failure of Landlord in one or more instances to insist on strict performance or observation of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this lease on or reserved to Landlord shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Landlord of Rent or any other payment or partial payment required to be made by the Lessee shall not act to waive any additional Rent or other payment then due. Even with Landlord's knowledge of the breach of any covenant or condition of this Lease, receipt of Rent will not operate as or be considered to be a waiver of this breach, and no waiver by Landlord of any of the provisions of this lease, or of any of Landlord's rights, remedies, privileges, or options under this Lease, will be considered to have been made unless made by Landlord in writing.
18. **Assignment and Subletting.** Lessee may assign this Lease or sublet all or a portion of the Premises without Landlord's prior written consent. No assignment or sublease will relieve the Lessee of any obligation under this Lease. Each assignee or sub-lessee, by assuming such status, will become obligated to perform every covenant of this Lease to be performed by Lessee, except that a sub-lessee shall be obligated to perform such covenants only as they relate to the portion of the Premises and the Rent covered by the sublease. The sub-lessee will be obligated to pay Rent directly to Landlord only after Lessee's default in payment and written demand from Landlord to sub-lessee to pay Rent directly to Landlord.
19. **Addresses for Payments and Notices.**
 - 19.1. **Notices to Landlord.** Rent payments and notices to Landlord shall be mailed or delivered to the address set forth on the first page of this Lease, unless Landlord changes the address by written notice to Lessee.
 - 19.2. **Notices to Lessee.** Notices to Lessee shall be mailed or delivered to the Premises and to Lessee's address set forth on the first page of the Lease.
 - 19.3. **Mailing of Notice.** All notices required under this Lease shall be sent either by (a) certified or registered mail, return receipt requested; (b) hand-delivery with a receipt evidencing delivery, or (c) Federal Express or other nationally recognized overnight mail service.
20. **Radon Gas Notification.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.

EXHIBIT A

21. Miscellaneous Provisions.

- 21.1. **Captions.** The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.
- 21.2. **Governing Law.** This Lease will be governed by the laws of the state of Florida, as to both interpretations and performance.
- 21.3. **Entire Agreement.** This Lease sets forth all of the promises, agreements, conditions, and understandings between Landlord and Lessee relative to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No amendment, change, or addition to this Lease will be binding on Landlord or Lessee unless in writing and signed by both of them.
- 21.4. **Successors and Assigns.** The terms of this Lease will be binding on the respective successors, representatives, and assigns of the parties.

IN WITNESS WHEREOF, Landlord and Lessee have duly executed this Lease Agreement on AUGUST 12, 2013



"LANDLORD":

Signature
In the Presence of:

[Handwritten Signature]

POMPANO PHARMACY WHOLESALE, INC.
a Florida corporation

By: [Handwritten Signature]

Print Name DAHALIA BAKER

Print Name CHARLES G. MADGER

Title: Treas

Print Name _____

EXHIBIT A

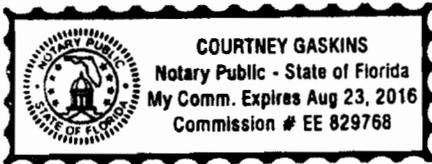
Christine Kerdel
(Name of Acknowledger Typed, Printed or Stamped)

FF 039122
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of October, 2013 by MARGARET GALLAGHER, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:



Courtney Gaskins
NOTARY PUBLIC, STATE OF FLORIDA

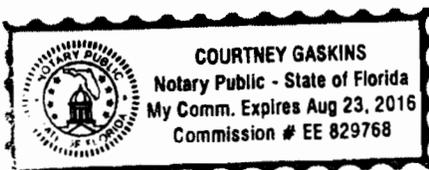
Courtney Gaskins
(Name of Acknowledger Typed, Printed or Stamped)

EE829768
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of October, 2013, by Kim Briesemeister, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Courtney Gaskins
NOTARY PUBLIC, STATE OF FLORIDA

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

EXHIBIT A

EE829768

Commission Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of October, 2013, by Christopher J. Brown, as Managing Member of Redevelopment Management Associates, LLC, on behalf of the limited liability company. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Courtney Gaskins
NOTARY PUBLIC STATE OF FLORIDA

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

EE829768

Commission Number

EGR:jrm
12/10/12
L:agr/cra/pharmacy project/2013-329

EXHIBIT A

"LESSEE":

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Berry J. Manes
Print Name: Berry J. Manes

By: [Signature]
Lamar Fisher, Chairman

Shelley R. Bartholomew
Print Name: Shelley R. Bartholomew

ATTEST: [Signature]
Margaret Gallagher, Secretary

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company

Courtney Gaskins
Print Name: Courtney Gaskins

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

Courtney Gaskins
Print Name: Courtney Gaskins

By: [Signature]
Kim Briesemeister, President

and
By: [Signature]
Christopher J. Brown, a managing member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of October, 2013 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

Christine Kendel
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



EXHIBIT A



EXHIBIT B

**This instrument was prepared by/
Record and return to:**

Pompano Beach CRA
100 W. Atlantic Boulevard, Room 276
Pompano Beach, FL 33060
Tel: 954-786-5535

Parcel Folio Numbers: 4842 35 08 0240
4842 35 08 0250

UNITY OF USE AGREEMENT

THIS UNITY OF USE AGREEMENT (“**Agreement**”) dated as of _____, 2015, is made among **POMPANO PHARMACY WHOLESALE, INC.**, a Florida corporation (“**PHARMACY**”), **THROWBACK RESTAURANT GROUP, LLC**, a Florida limited liability company (“**THROWBACK**”) and the **POMPANO BEACH COMMUNITY REDVELOPMENT AGENCY**, a public body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes (“**CRA**”).

RECITALS:

PHARMACY is the owner of a parcel of real property (“**Parcel A**”), located in the City of Pompano Beach, Broward County, Florida and more particularly described in **Exhibit A** attached to this Agreement.

CRA is the owner of a parcel of real property (“**Parcel B**”) located in the City of Pompano Beach, Broward County, Florida and more particularly described in **Exhibit A** attached to this Agreement.

Both CRA and PHARMACY is an “**Owner**,” and they are collectively the “**Owners**.”

Parcels A and B are collectively the “**Parcels**”

CRA is a tenant of Parcel A pursuant to the following lease:

Lease between PHARMACY and CRA dated October 4, 2013, (“**CRA Lease**”)

THROWBACK is the tenant of Parcels A and B pursuant to the following leases (collectively, “**CRA Leases**”):

Lease Agreement between CRA and THROWBACK dated October 4, 2013, (“**Sublease Agreement**”)

EXHIBIT B

Lease Agreement between CRA and THROWBACK dated October 4, 2013,
("Patio Ground Lease")

The City of Pompano Beach, Florida ("City") Planning and Zoning Board has approved the unified commercial plan for Parcels A and B (collectively, the "**Parcels**") pursuant to Development Order _____ adopted on _____ ("Development Order"). The approved unified commercial plan is attached as **Exhibit B** ("**Unified Site Plan**").

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties here to intending to be legally bound, do hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Owners and CRA hereby agree that following the issuance of a building permit for any improvements to be constructed on the Parcels in accordance with the Development Order and Unified Site Plan, the Parcels shall be developed as a unified project. Accordingly, in the event the Owners and CRA desire to amend the Unified Site Plan, the Owners and CRA shall submit one application to the City to obtain the City's review and approval of a proposed amendment to the Unified Site Plan.
3. The requirement for a Unified Site Plan shall not prohibit any Owner from independently submitting applications to the City for a change to the site plan for its respective Parcel.
4. This Agreement shall constitute a covenant running with the land, as provided by law, and shall be binding upon the undersigned, their successors and assigns, and all parties claiming hereunder.
5. The parties agree this instrument shall be recorded in the Public records of Broward County, Florida.
6. Except as expressly provided herein, this Agreement may not be terminated or amended without the express written consent of the Development Services Director of the City of Pompano Beach. The above provisions of this Unity of Use Agreement shall terminate upon the termination of the CRA Lease, regardless of whether such termination occurs upon the expiration of the Lease or sooner pursuant to the terms thereof. Prior to termination of this Agreement, and within 90 days of the date the Lease is terminated, Parcel A and Parcel B, must each be physically separated, by the CRA, at the CRA's sole cost and expense. Such physical separation of Parcels A and B shall consist of CRA obtaining a building permit for the construction of a block wall between said parcels and thereafter actually constructing said block wall, including interior drywall and paint to match existing finish. CRA shall have the right to cause THROWBACK, its sublessee, to comply with CRA's obligations under the lease amendment, provided CRA remains obligated for the completion of such work as between PHARMACY and CRA. Thereafter Parcel A may not be used or occupied separately until Parcel A independently obtains any building permits and/or zoning certificates which may be required for said Parcel A for compliance with the City of Pompano Beach Code of Ordinances and the Florida Building

EXHIBIT B

Code, and Parcel B may not be used or occupied separately until Parcel B independently obtains any building permits and/or zoning certificates which may be required for said Parcel B for compliance with the City of Pompano Beach Code of Ordinances and the Florida Building Code. The failure of either Parcel A or B, respectively, to obtain any building permits and/or zoning certificates which may be required for each of said parcels, respectively, shall have no effect on the other parcel so long as the other parcel is in compliance. Furthermore the City of Pompano Beach shall have the right to enforce the provisions of this paragraph and said right shall survive the termination of the leases and this Unit of Use Agreement.

7. This Agreement may be executed in counter parts, each of which shall be deemed to be an original, but all constituting only one Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

EXHIBIT B

Witnesses:

**THOWBACK RESTAURANT GROUP,
LLC**, a Florida limited liability company

Print name: _____

Print name: _____

By: _____

Print name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ as _____ of **THROWBACK RESTAURANT GROUP, LLC.**, a Florida limited liability company, on behalf of the company. He or she is personally known to me or has produced _____ as identification.

NOTARY SEAL

Notary Public, State of Florida

Print name: _____

My commission expires: _____

EXHIBIT B

Witnesses:

**POMPANO PHARMACY
WHOLESALE, INC,** a Florida
corporation

Print name: _____

By: _____

Print name: _____

Print name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ as _____ of **POMPANO PHARMACY WHOLESALE, INC.**, a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced _____ as identification.

NOTARY SEAL

Notary Public, State of Florida
Print name: _____
My commission expires: _____

EXHIBIT B

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Print Name: _____

By: _____
Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Margaret Gallagher, Secretary

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company

Print Name: _____

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

Print Name: _____

By: _____
Kim Briesemeister, President

_____ and
Print Name: _____

By: _____
Christopher J. Brown
a managing member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 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

EXHIBIT B

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by MARGARET GALLAGHER, 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 _____, 2015, by Kim Briesemeister, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me or who has produced _____ (type of identification) as identification.

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 _____, 2015, by Christopher J. Brown, as Managing Member of Redevelopment Management Associates, LLC, on behalf of the limited liability company. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT B

Exhibit A

LEGAL DESCRIPTIONS FOR PARCELS A and B

PARCEL A

(owned by Pompano Pharmacy Wholesale, Inc.)

A PARCEL OF LAND BEING A PORTION OF LOT 11 OF THE RESUBDIVISION OF LOT 15 OF THE SUBDIVISION OF SECTION 35 TOWNSHIP 48S RANGE 42E AS DESCRIBED ON PLAT BOOK B, PAGE 76 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER LOT 11 OF THE RESUBDIVISION OF LOT 15; THENCE NORTH 89°08'41" EAST, ALONG THE NORTH LINE OF SAID LOT 11, 128.46 FEET; THENCE SOUTH 01°17'19" EAST, 13.00 FEET, TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED, ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF NE 1ST STREET AS DESCRIBED IN THE OFFICIAL RECORDS BOOK 5526, PAGE 559 OF THE PUBLIC RECORDS OF BROWARD COUNTY; THENCE NORTH 89°08'41" EAST, ALONG SAID SOUTHERLY LINE OF NE 1ST STREET, 39.29 FEET; THENCE SOUTH 01°04'39" EAST, FOLLOWING THE CENTERLINE OF A CONCRETE BLOCK WALL, 80.00 FEET; THENCE SOUTH 89°08'41" WEST, 39.00 FEET; THENCE NORTH 01°17'19" WEST, 80.00 FEET, TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 3,131 SQUARE FEET OR 0.072 ACRES MORE OR LESS.

PARCEL B

(owned by Pompano Beach Community Redevelopment Agency)

A PORTION OF LOT 11, RE-SUBDIVISION OF LOT 15, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 76, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 10, OF SAID PLAT; THENCE ALONG THE SOUTH LINE OF SAID LOT 10, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF NORTHEAST 1ST STREET, NORTH 89°08'41" EAST, 95.47 FEET; THENCE DEPARTING SAID NORTH AND SOUTH LINE, SOUTH 00°51'19" EAST, 65.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°08'41" EAST, 35.00 FEET; THENCE SOUTH 01°17'19" EAST, 80.00 FEET; THENCE SOUTH 89°08'41" WEST, 35.00 FEET; THENCE NORTH 01°17'19" WEST, 80.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 2,800 SQUARE FEET, MORE OR LESS.

EXHIBIT B

Exhibit B

UNIFIED SITE PLAN

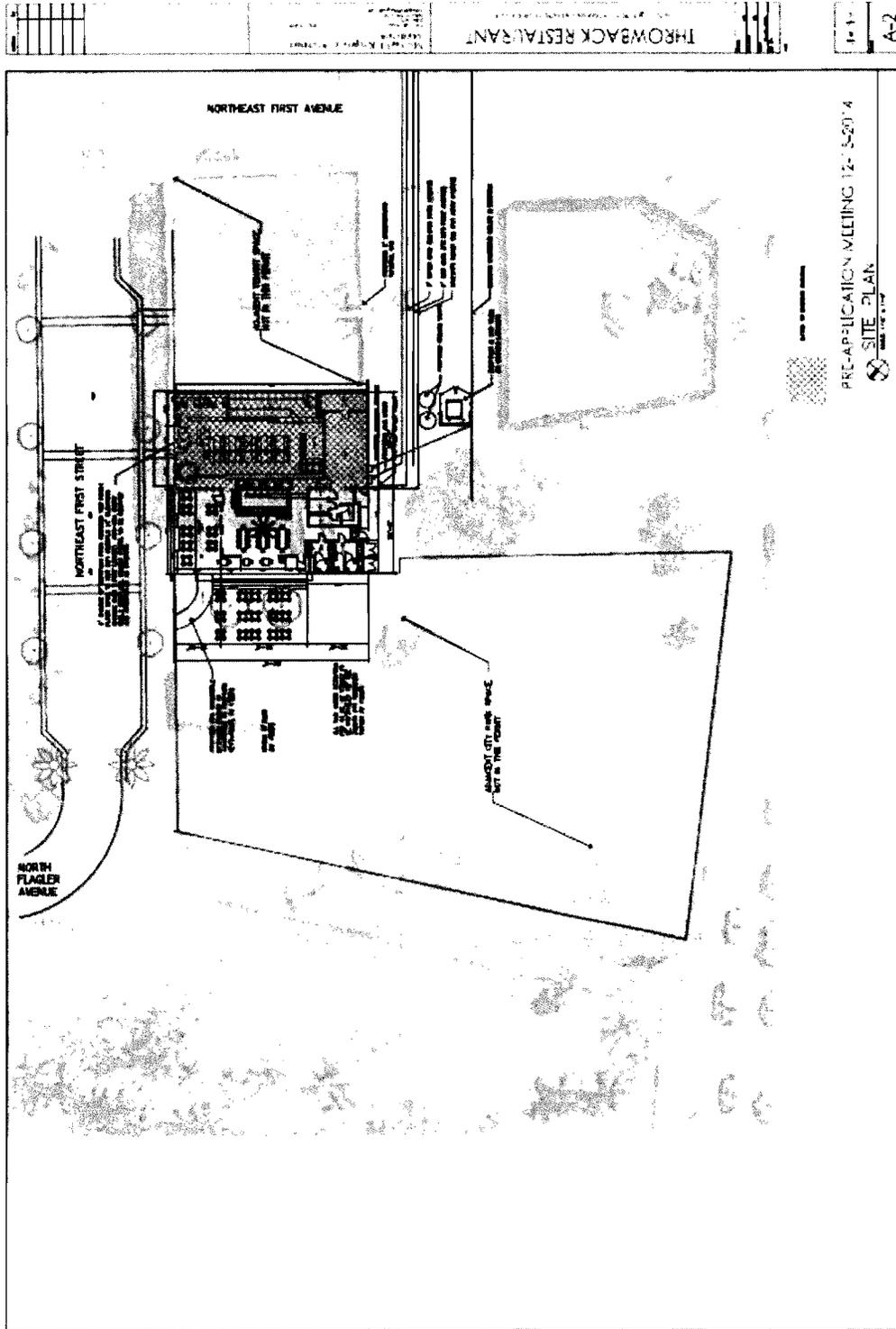


EXHIBIT B

**This instrument was prepared by/
Record and return to:**

Pompano Beach CRA
100 W. Atlantic Boulevard, Room 276
Pompano Beach, FL 33060
Tel: 954-786-5535

Parcel Folio Numbers: 4842 35 08 0240
4842 35 08 0250

UNITY OF USE AGREEMENT

THIS UNITY OF USE AGREEMENT (“**Agreement**”) dated as of _____, 2015, is made among **POMPANO PHARMACY WHOLESALE, INC.**, a Florida corporation (“**PHARMACY**”), **THROWBACK RESTAURANT GROUP, LLC**, a Florida limited liability company (“**THROWBACK**”) and the **POMPANO BEACH COMMUNITY REDVELOPMENT AGENCY**, a public body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes (“**CRA**”).

RECITALS:

PHARMACY is the owner of a parcel of real property (“**Parcel A**”), located in the City of Pompano Beach, Broward County, Florida and more particularly described in **Exhibit A** attached to this Agreement.

CRA is the owner of a parcel of real property (“**Parcel B**”) located in the City of Pompano Beach, Broward County, Florida and more particularly described in **Exhibit A** attached to this Agreement.

Both CRA and PHARMACY is an “**Owner**,” and they are collectively the “**Owners**.”

Parcels A and B are collectively the “**Parcels**”

CRA is a tenant of Parcel A pursuant to the following lease:

Lease between PHARMACY and CRA dated October 4, 2013, (“**CRA Lease**”)

THROWBACK is the tenant of Parcels A and B pursuant to the following leases (collectively, “**CRA Leases**”):

Lease Agreement between CRA and THROWBACK dated October 4, 2013, (“**Sublease Agreement**”)

EXHIBIT B

Lease Agreement between CRA and THROWBACK dated October 4, 2013,
("Patio Ground Lease")

The City of Pompano Beach, Florida ("City") Planning and Zoning Board has approved the unified commercial plan for Parcels A and B (collectively, the "Parcels") pursuant to Development Order _____ adopted on _____ ("Development Order"). The approved unified commercial plan is attached as Exhibit B ("Unified Site Plan").

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties here to intending to be legally bound, do hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Owners and CRA hereby agree that following the issuance of a building permit for any improvements to be constructed on the Parcels in accordance with the Development Order and Unified Site Plan, the Parcels shall be developed as a unified project. Accordingly, in the event the Owners and CRA desire to amend the Unified Site Plan, the Owners and CRA shall submit one application to the City to obtain the City's review and approval of a proposed amendment to the Unified Site Plan.
3. The requirement for a Unified Site Plan shall not prohibit any Owner from independently submitting applications to the City for a change to the site plan for its respective Parcel.
4. This Agreement shall constitute a covenant running with the land, as provided by law, and shall be binding upon the undersigned, their successors and assigns, and all parties claiming hereunder.
5. The parties agree this instrument shall be recorded in the Public records of Broward County, Florida.
6. Except as expressly provided herein, this Agreement may not be terminated or amended without the express written consent of the Development Services Director of the City of Pompano Beach. The above provisions of this Unity of Use Agreement shall terminate upon the termination of the CRA Lease, regardless of whether such termination occurs upon the expiration of the Lease or sooner pursuant to the terms thereof. Prior to termination of this Agreement, and within 90 days of the date the Lease is terminated, Parcel A and Parcel B, must each be physically separated, by the CRA, at the CRA's sole cost and expense. Such physical separation of Parcels A and B shall consist of CRA obtaining a building permit for the construction of a block wall between said parcels and thereafter actually constructing said block wall, including interior drywall and paint to match existing finish. CRA shall have the right to cause THROWBACK, its sublessee, to comply with CRA's obligations under the lease amendment, provided CRA remains obligated for the completion of such work as between PHARMACY and CRA. Thereafter Parcel A may not be used or occupied separately until Parcel A independently obtains any building permits and/or zoning certificates which may be required for said Parcel A for compliance with the City of Pompano Beach Code of Ordinances and the Florida Building

EXHIBIT B

Code, and Parcel B may not be used or occupied separately until Parcel B independently obtains any building permits and/or zoning certificates which may be required for said Parcel B for compliance with the City of Pompano Beach Code of Ordinances and the Florida Building Code. The failure of either Parcel A or B, respectively, to obtain any building permits and/or zoning certificates which may be required for each of said parcels, respectively, shall have no effect on the other parcel so long as the other parcel is in compliance. Furthermore the City of Pompano Beach shall have the right to enforce the provisions of this paragraph and said right shall survive the termination of the leases and this Unit of Use Agreement.

7. This Agreement may be executed in counter parts, each of which shall be deemed to be an original, but all constituting only one Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

EXHIBIT B

Witnesses:

**THROWBACK RESTAURANT GROUP,
LLC, a Florida limited liability company**

Print name: _____

Print name: _____

By: _____

Print name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ as _____ of **THROWBACK RESTAURANT GROUP, LLC.**, a Florida limited liability company, on behalf of the company. He or she is personally known to me or has produced _____ as identification.

NOTARY SEAL

Notary Public, State of Florida

Print name: _____

My commission expires: _____

EXHIBIT B

Witnesses:

**POMPANO PHARMACY
WHOLESALE, INC**, a Florida
corporation

Print name: _____

By: _____

Print name: _____

Print name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ as _____ of **POMPANO PHARMACY WHOLESALE, INC.**, a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced _____ as identification.

NOTARY SEAL

Notary Public, State of Florida
Print name: _____
My commission expires: _____

EXHIBIT B

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Print Name: _____

By: _____
Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Margaret Gallagher, Secretary

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company

Print Name: _____

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

Print Name: _____ and

By: _____
Kim Briesemeister, President

Print Name: _____

By: _____
Christopher J. Brown
a managing member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 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

EXHIBIT B

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by MARGARET GALLAGHER, 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 _____, 2015, by Kim Briesemeister, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me or who has produced _____ (type of identification) as identification.

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 _____, 2015, by Christopher J. Brown, as Managing Member of Redevelopment Management Associates, LLC, on behalf of the limited liability company. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT B

Exhibit A

LEGAL DESCRIPTIONS FOR PARCELS A and B

PARCEL A

(owned by Pompano Pharmacy Wholesale, Inc.)

A PARCEL OF LAND BEING A PORTION OF LOT 11 OF THE RESUBDIVISION OF LOT 15 OF THE SUBDIVISION OF SECTION 35 TOWNSHIP 48S RANGE 42E AS DESCRIBED ON PLAT BOOK B, PAGE 76 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER LOT 11 OF THE RESUBDIVISION OF LOT 15; THENCE NORTH 89°08'41" EAST, ALONG THE NORTH LINE OF SAID LOT 11, 128.46 FEET; THENCE SOUTH 01°17'19" EAST, 13.00 FEET, TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED, ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF NE 1ST STREET AS DESCRIBED IN THE OFFICIAL RECORDS BOOK 5526, PAGE 559 OF THE PUBLIC RECORDS OF BROWARD COUNTY; THENCE NORTH 89°08'41" EAST, ALONG SAID SOUTHERLY LINE OF NE 1ST STREET, 39.29 FEET; THENCE SOUTH 01°04'39" EAST, FOLLOWING THE CENTERLINE OF A CONCRETE BLOCK WALL, 80.00 FEET; THENCE SOUTH 89°08'41" WEST, 39.00 FEET; THENCE NORTH 01°17'19" WEST, 80.00 FEET, TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 3,131 SQUARE FEET OR 0.072 ACRES MORE OR LESS.

PARCEL B

(owned by Pompano Beach Community Redevelopment Agency)

A PORTION OF LOT 11, RE-SUBDIVISION OF LOT 15, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 76, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 2,800 SQUARE FEET, MORE OR LESS.

EXHIBIT B

Exhibit B

UNIFIED SITE PLAN

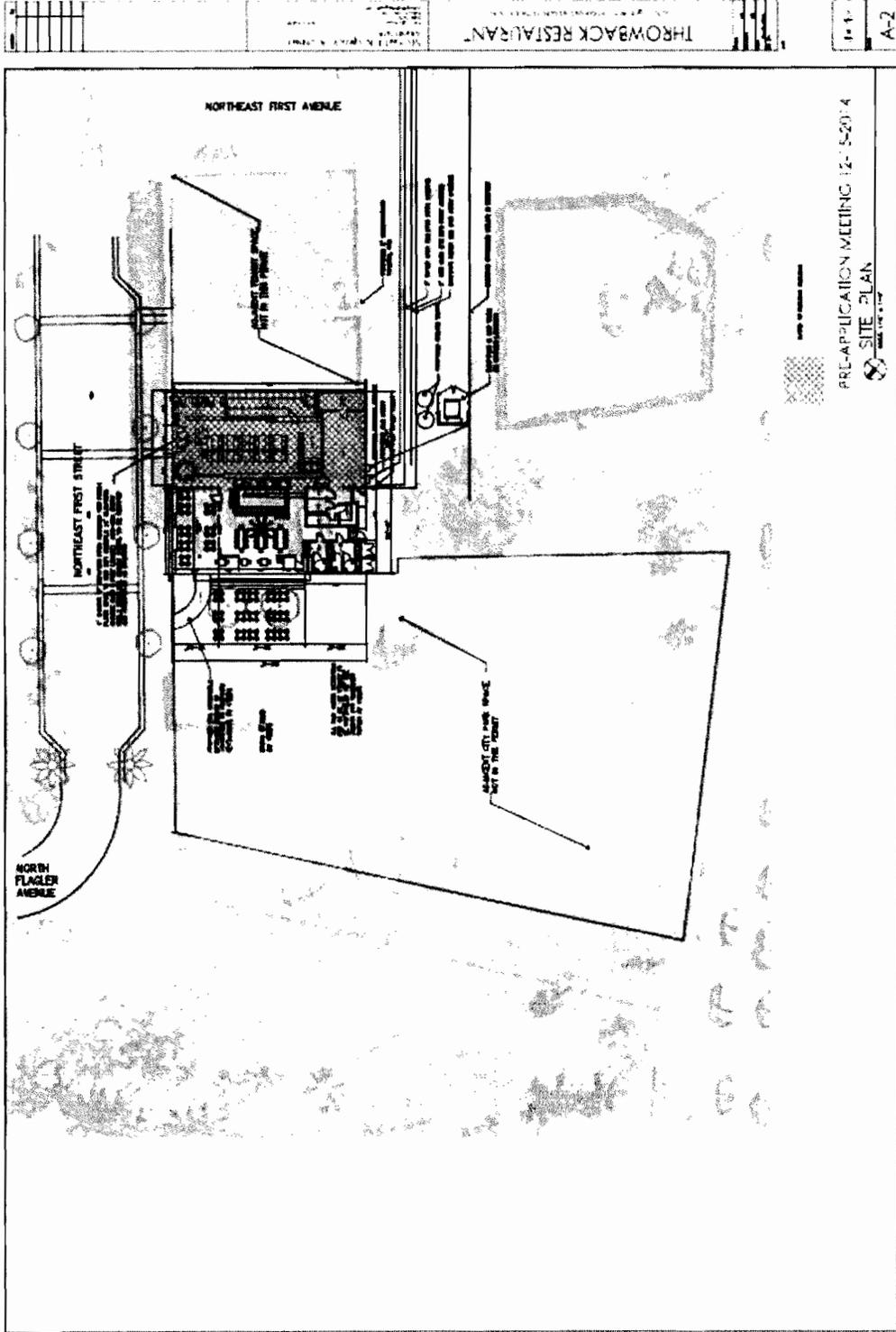


EXHIBIT "C"

LEGAL DESCRIPTIONS FOR PARCELS A and B

PARCEL A

(owned by Pompano Pharmacy Wholesale, Inc.)

A PARCEL OF LAND BEING A PORTION OF LOT 11 OF THE RESUBDIVISION OF LOT 15 OF THE SUBDIVISION OF SECTION 35 TOWNSHIP 48S RANGE 42E AS DESCRIBED ON PLAT BOOK B, PAGE 76 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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PARCEL B

(owned by Pompano Beach Community Redevelopment Agency)

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SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 2,800 SQUARE FEET, MORE OR LESS.

FIRST AMENDMENT

THIS FIRST AMENDMENT is entered into on the _____ day of _____, 20__, by and between:

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida, hereinafter referred to as “CRA,”

and

THROWBACK RESTAURANT GROUP, LLC, whose address is 32 East Atlantic Avenue, Delray Beach, FL 33444, hereinafter referred to as “SUBLESSEE.”

WHEREAS, CRA entered into a Sublease Agreement with SUBLESSEE for the use of 3,081 SF of structure located at 44 NE First Street, (“Original Agreement”), and approved by Resolution No. 2014-22; and

WHEREAS, Pompano Pharmacy Wholesale, Inc. is the owner of a parcel of real property (“Parcel A”), located in the City of Pompano Beach, Broward County, Florida and more particularly described in Exhibit “C” attached to this Agreement; and

WHEREAS, CRA is the owner of a parcel of real property (“Parcel B”) located in the City of Pompano Beach, Broward County, Florida and more particularly described in Exhibit “C” attached to this Agreement.

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 Agreement, a copy of which is attached hereto as Exhibit "A," shall remain in full force and effect except as specifically amended hereinbelow.

3. Section 10, Improvements, to the Original Agreement is hereby amended as follows:

10.2.1. **Unity of Use Agreement.** A Unity of Use Agreement is required as part of the development review process for the Improvements described in Sections 10 and 12. CRA and SUBLESSEE agree to enter into a Unity of Use Agreement in a form attached hereto as Exhibit "B." The provisions of the Unity of Use Agreement shall terminate upon the termination of the Sublease Agreement, regardless of whether such termination occurs upon the expiration of the Sublease Agreement or sooner pursuant to the terms thereof. Prior to termination of the Unity of Use Agreement, and within 90 days of the date the Sublease is terminated, Parcel A and Parcel B must each be physically separated, by the SUBLESSEE, at the SUBLESSEE's sole cost and expense. Such physical separation of Parcels A and B shall consist of SUBLESSEE obtaining a building permit for the construction of a block wall between said parcels and thereafter actually constructing said block wall, including interior drywall and paint to match existing finish. Thereafter Parcel A may not be used or occupied separately until Parcel A independently obtains any building permits and/or zoning certificates which may be required for said Parcel A, for compliance with the City of Pompano Beach Code of Ordinances and the Florida Building Code and Parcel B may not be used or occupied separately until Parcel B independently obtains any building permits and/or zoning certificates which may be required for said Parcel B, for compliance with the City of Pompano Beach Code of Ordinances and the Florida Building Code. The failure of either Parcel A or B, respectively, to obtain any building permits and/or zoning certificates which may be required for each of said parcels, respectively, shall have no effect on the other parcel so long as the other parcel is in compliance. All work to be performed by SUBLESSEE hereunder shall be performed at SUBLESSEE'S sole cost and expense using first class building materials and contractors, and shall cause the Premises to be put back to the same condition as they were in upon the commencement of the Sublease Agreement, including without limitation removal of all awnings, lights, etc. affixed by SUBLESSEE to the exterior of the Premises and repair of all damage caused by the

removal thereof, ordinary wear and use excepted. This Section 10.2.1. shall survive the termination of the Sublease.

4. Section 28, Miscellaneous Provisions, to the Original Agreement is hereby amended as follows:

28.4. Time of the Essence. Time is of the essence as to all of the terms and provisions of the Sublease.

...

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**

By: _____

Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Print Name: _____

Margaret Gallagher, Secretary

EXECUTIVE DIRECTOR:

Redevelopment Management Associates, LLC
a Florida limited liability company

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

Print Name: _____

By: _____

Kim Briesemeister, President

and

Print Name: _____

By: _____

Christopher J. Brown
a managing member

"SUBLESSEE":

Signed, Sealed and Witnessed
In the Presence of:

THROWBACK RESTAURANT GROUP, LLC

Adrián Esteban

By: [Signature]

Print Name: Adrián Esteban

Print Name WAYNE ALCAIDE

[Signature]

Title: MANAGING PARTNER

Print Name MARGARET BAURROKER

RESOLUTION NO. 2014-22 EXHIBIT A

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A SUBLEASE AGREEMENT BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND THROWBACK RESTAURANT GROUP, LLC, RELATING TO THE PROPERTY LOCATED AT 44 NE 1ST STREET; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. That an Agreement between the Pompano Beach Community Redevelopment Agency and Throwback Restaurant Group, LLC, relating to the property located at 44 NE 1st Street, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper officials are hereby authorized to execute said Agreement between the Pompano Beach Community Redevelopment Agency and Throwback Restaurant Group, LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 18th day of October, 2013.



LAMAR FISHER, CHAIRPERSON

ATTEST:



MARGARET GALLAGHER, 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, (hereinafter referred to as "CRA") and **THROWBACK RESTAURANT GROUP, LLC.**, whose address is **32 East Atlantic Avenue, Delray Beach, FL 33444**, (hereinafter referred to as "SUBLESSEE").

Recitals

WHEREAS, the CRA has entered into a lease agreement with Pompano Pharmacy Wholesale, Inc., a Florida Corporation (hereinafter the "Landlord"), relating to the lease by the CRA of that certain commercial property described as follows: 3,081 square feet of the structure located at 44 Northeast 1st Street, Pompano Beach, Florida 33060, (hereinafter the "Premises") as more particularly described in the lease agreement attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter referred to as the "Lease Agreement"), and

WHEREAS, the Lease Agreement, the effective date of which is January 1, 2014, provides for the use of said commercial Premises for commercial purposes, including but not limited to the operation of a restaurant, facility for cooking classes and sales of food products, and other related uses; and

WHEREAS, the Lease Agreement provides for subleasing of the Premises and SUBLESSEE wishes to sublease the Premises for the purpose of operating a restaurant and for related uses; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Lease, 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"): 3,081 square feet of the structure located at 44 NE 1st Street, Pompano Beach, Florida 33060.
3. **Sublease Term.** The initial term ("Initial Term") of this sublease shall be a period of five (5) years commencing on January 1, 2014 at 12:01 a.m., and ending at midnight on December 31, 2018.
4. **Rent.** The rental amounts for the Premises ("Rent") shall be as follows:
 - 4.1. There shall be no rental amount due for the Premises from January 1, 2014 through December 31, 2014.
 - 4.2. Beginning on January 1, 2015, the annual Rent for the Premises will be \$23,072 payable in equal monthly installments of \$1,922.67 commencing on January 1, 2015 ("Rental Commencement Date").
 - 4.3. **Annual Rent Increase.**
Beginning with the rental payment due on January 1, 2015, the annual Rent for

EXHIBIT A

9. **Parking.** Sublessee and its agents, employees, guests and invitees shall have the right to park in the parking lot, owned by the Landlord and located adjacent to the rear of the Premises at 44 NE 1st Street, Pompano Beach, Florida, 33060, ("The Landlord's Parking Lot"). Parking in the Landlord's Parking Lot will be available to Sublessee on a "first-come, first-serve" basis. In addition, Sublessee shall have the right to utilize the Landlord's Parking Lot for the installation of a grease trap and plumbing to serve the restaurant to be located on the Premises. The CRA agrees that it will coordinate with the Landlord to have the Landlord join in any applications or consents required for the installation of the grease trap and related plumbing in the Pharmacy's Parking Lot as provided for in the Lease Agreement attached hereto as Exhibit A, and that it will further coordinate with the Landlord to have the Landlord execute and deliver an easement over, across and under the Landlord's Parking Lot for this purpose if one is required. Sublessee will be responsible for the repair or replacement of any asphalt removed or damaged during the installation of the grease trap and plumbing.
10. **Improvements.** Sublessee has the right to make changes, alterations and additions to the Premises ("Improvements") with the CRA's prior written consent. 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 Lease 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. In addition, Sublessee will have the right to remove from the Premises at the end of the Term any kitchen equipment or appliances, such as ovens, ranges, and refrigerators installed by Sublessee and not attached to the walls of the Premises, as long as Sublessee repairs any damage caused by the removal of such equipment.
 - 10.1. **The CRA Obligations.** The CRA agrees to make the improvements provided for on Exhibit B of this Sublease which is attached hereto and incorporated as if fully set forth herein.
 - 10.2. **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 document required in connection with the construction or installation of any Improvements by Sublessee as required by the Lease Agreement attached hereto as Exhibit A. The CRA agrees to coordinate with the Landlord for the signing of any required documents within fifteen days after receipt of the request from Sublessee and the document to be signed.
 - 10.3. **Signage.** Sublessee 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. Any and all such signs or structures must comply with Applicable Law.
11. **The Sublessee's Maintenance Obligation.** The Sublessee shall not be responsible for maintaining the exterior structural portion of the Premises, except as provided for below in Section 12.
12. **Covered Patio/Building Attachments.** Sublessee shall have the right to attach a covered patio/building to the exterior wall of the Premises for purposes of providing a covering for an outdoor dining area and bathrooms on a parcel adjacent to the Premises. The covered patio shall entail an area that measures approximately 35 feet by 80 feet. Sublessee may

EXHIBIT A

undertake any necessary painting or repairs to the exterior wall of the Premises that will face the outdoor dining area and may decorate and adorn said exterior wall as it deems necessary so long as said décor and improvements comply with Applicable Law. Upon the termination of this Sublease, Sublessee shall remove any and all decorative items from said exterior wall and repair any damage to the wall caused by Sublessee's use.

13. **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 notice to Sublessee. The CRA will have the right to place a sign in Premises advertising that the Premises are available for rent not more than 30 days prior to the expiration of the Term.
14. **The SUBLESSEE'S Right to Inspect Premises.** The Sublessee, has the right to enter upon and inspect the Premises to perform due diligence on any matter of his/her choosing including, but not limited to, soil analysis, zoning regulations, conceptual architectural layouts. The effective period to perform said inspection is 60 days after contract execution, at which time Sublessee may cancel this contract through proper written notice to the CRA. Upon expiration of the 60 day period, unless Sublessee exercises the right to terminate granted herein, Sublessee accepts the physical condition of the Property. Sublessee shall be responsible for prompt payment to the CRA for repair of, restoration of, or damage caused to the Property as a result of the inspection if any such damage exists upon the conclusion of the inspection.
15. **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 attached hereto as Exhibit A. The CRA will warrant and defend Sublessee's right to the peaceful possession and enjoyment of the Premises during the Term of this Lease. 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 Lease will be valid unless accepted by the CRA in writing.
16. **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 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.
17. **Insurance.** The CRA shall carry General Commercial Liability Insurance and casualty insurance for the Premises; Sublessee shall carry Commercial General Liability Insurance naming the Pompano Beach Community Redevelopment Agency as Additionally Insured under such Policy. Sublessee furthermore agrees to pay the CRA the difference between the cost of insurance including property, general liability, and windstorm as of April 1, 2014 and subsequent years on a pro-rata basis, which is 31.3 % of the entire building.
18. **Accidental Damage or Injury.** Lessor and Lessee shall not be liable for any damage to property or any injury to persons, sustained by Sublessee or others, cause by conditions or activities on the Premises. Sublessee shall carry liability insurance insuring Lessee, Sublessee, and Lessor against any claims in amounts to be set forth in Exhibit "B" attached hereto and made a part hereof.

EXHIBIT A

19. **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, Lessor has the option of rebuilding or repairing the Premises by giving notice to that effect to Lessee within fifteen (15) days after the occurrence of any damage of the intent of Lessor to rebuild or repair the Premises or the part so damages. If Lessor 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 of 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 Lessor fails to give notice of the intent to repair, Sublessee shall have the right to declare this Sublessee Agreement terminated.
20. **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.
21. **Indemnification.** To the extent permitted by Applicable Laws, Sublessee will indemnify and hold harmless the CRA and the Premises from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever ("Claims") that may arise from or be claimed against the CRA 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.
 - 21.1. **Lawsuits.** If any lawsuit or proceeding is brought against the CRA or the Premises on account of any alleged violations of, or failure to comply with, Applicable Laws, or on account of any damage, omission, neglect, or use of the premises by Sublessee, its agents, employees, guests and invitees, Sublessee agrees that Sublessee or any other person on the premises with Sublessee's consent will defend the CRA in such lawsuit or proceeding, and pay whatever judgments may be recovered against the CRA or the Premises, and pay for all attorneys' fees in connection with such lawsuit or proceeding, including attorneys' fees on appeal.
 - 21.2. **Limitation.** Nothing in this Sublease Agreement shall be deemed as a waiver 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.
 - 21.3. **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.
 - 21.4. **The CRA's Indemnification of Sublessee.** The CRA will indemnify and hold harmless Sublessee from all Claims that may arise or be claimed against Sublessee arising out of or in connection with any actions of the CRA.
22. **Defaults.**
 - 22.1. **Sublessee's Failure to Pay Rent.** If any Rent due under this Sublease is not paid within fifteen days after Sublessee's receipt of the invoice for the payment 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

EXHIBIT A

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.

- 22.2. **Other Defaults.** If either the CRA or Sublessee fails to perform or breaches any covenant in this Sublease other than the Sublessee's covenant to pay rent, and the failure or breach continues for a period of thirty days after the defaulting party receives written notice specifying the breach or failure to perform, (a) the party giving notice may institute an action in a court of competent jurisdiction to either terminate this sublease or to seek specific performance of the sublease; or (b) the CRA or Sublessee (as applicable) may, after 30 days written notice to the non-performing party, correct any such breach, and any costs incurred in correcting the breach shall be due and payable by the non-performing party on demand.
- 22.3. **Opportunity to Cure.** If the defaulting party commences to cure the default within the thirty day period after the notice of default, but cannot complete the cure within the thirty day period, the defaulting party will be permitted a reasonable time to complete the cure of the default, as long as the defaulting party diligently pursues the cure to completion.
- 22.4. **Bankruptcy.** If Sublessee is declared insolvent or adjudicated a bankrupt; if Sublessee makes an assignment for the benefit of creditors; if Sublessee's leasehold interest in the Premises is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Sublessee, the CRA, without prejudice to its rights hereunder and at its option, may terminate this Sublease and retake possession of the Premises immediately and without notice to Sublessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.
23. **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.
24. **Assignment and Subletting.** This Sublease may not be assigned, sublet, or subleased.
25. **Termination and Surrender**
- A. If a new lease with Lessor is not secured:
1. Sublessee shall surrender the Premises or on the last day of the term of this Sublease Agreement.
 2. Lessee shall have the right to place and maintain on the Premises "For Rent" signs during the last thirty (30) days of the term of this Sublease Agreement.

EXHIBIT A

3. Sublessee shall, at the expiration of this Sublease Agreement, surrender the keys to the Premises to Lessee.
- B. 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 Lessee in writing.
26. **Address for Payments and Notices**
- 26.1. **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 Sublessee.
- 26.2. **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.
- 26.3. **Mailing of Notice.** All notices required under this Lease shall be sent either by (a) certified or registered mail, return receipt requested; (b) hand-delivery with a receipt evidencing delivery, or (c) Federal Express or other nationally recognized overnight mail service.
27. **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.
28. **Miscellaneous Provisions.**
- 28.1. **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 Lease or affect this Lease in any way.
- 28.2. **Governing Law.** This Sublease will be governed by the laws of the state of Florida, as to both interpretations and performance.
- 28.3. **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.
- Successors and Assigns.** The terms of this Sublease will be binding on the respective successors, representatives, and assigns of the parties.
28. **Grant for Sublease.** Lessee consents to provide Sublessee a grant of up to \$150,000 from the NWCRA Strategic Investment Program (SIP) and an amount up to \$20,000 from the NWCRA Façade and Business Site Improvement Program, provided the required applications are complete and approved.

IN WITNESS WHEREOF, the CRA and Sublessee have duly executed this Lease Agreement on October 4, 2013.

EXHIBIT A

Signed, Sealed and Witnessed
In the Presence of:

POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY

Betty J. Manes
Print Name: Betty J. Manes

By: [Signature]
Lamar Fisher, Chairman

Shelley R. Bartholomew
Print Name: Shelley R. Bartholomew

ATTEST: [Signature]
Margaret Gallagher, Secretary

Courtney Gaskins
Print Name: Courtney Gaskins

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company
By: MetroStrategies, Inc., a Florida corporation
a managing member

Courtney Gaskins
Print Name: Courtney Gaskins

By: [Signature]
Kim Briesemeister, President
and
By: [Signature]
Christopher J. Brown, a managing member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of October, 2013 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:



Christine Kendel
NOTARY PUBLIC, STATE OF FLORIDA

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

FF 039122
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

EXHIBIT A

The foregoing instrument was acknowledged before me this 18th day of October, 2013 by MARGARET GALLAGHER, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:



Courtney Gaskins
NOTARY PUBLIC, STATE OF FLORIDA

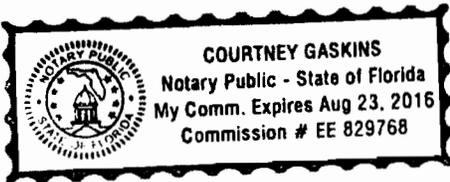
Courtney Gaskins
(Name of Acknowledger Typed, Printed or Stamped)

EE829768
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of October, 2013, by Kim Briesemeister, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Courtney Gaskins
NOTARY PUBLIC, STATE OF FLORIDA

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

EE829768
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Christopher J. Brown, as Managing Member of Redevelopment Management Associates, LLC, on behalf of the limited liability company. He is

personally known to me or who has produced EXHIBIT DA Exp 04/24/2020 (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



DHALIA BAKER
(Name of Acknowledger Typed, Printed or Stamped)

EE 140804
Commission Number

"SUBLESSEE":

THROWBACK RESTAURANT, LLC.

Signed, Sealed and Witnessed
In the Presence of:

ER Gallager

By: [Signature]
Wayne Alcaide, MGRM

Print Name EDWARD GALLAGER

[Signature]

Print Name FILIP DILARCO

EGR:jrm
12/11/12
L:agr/cra/pharmacy project/2013-345

EXHIBIT A

Exhibit "A"

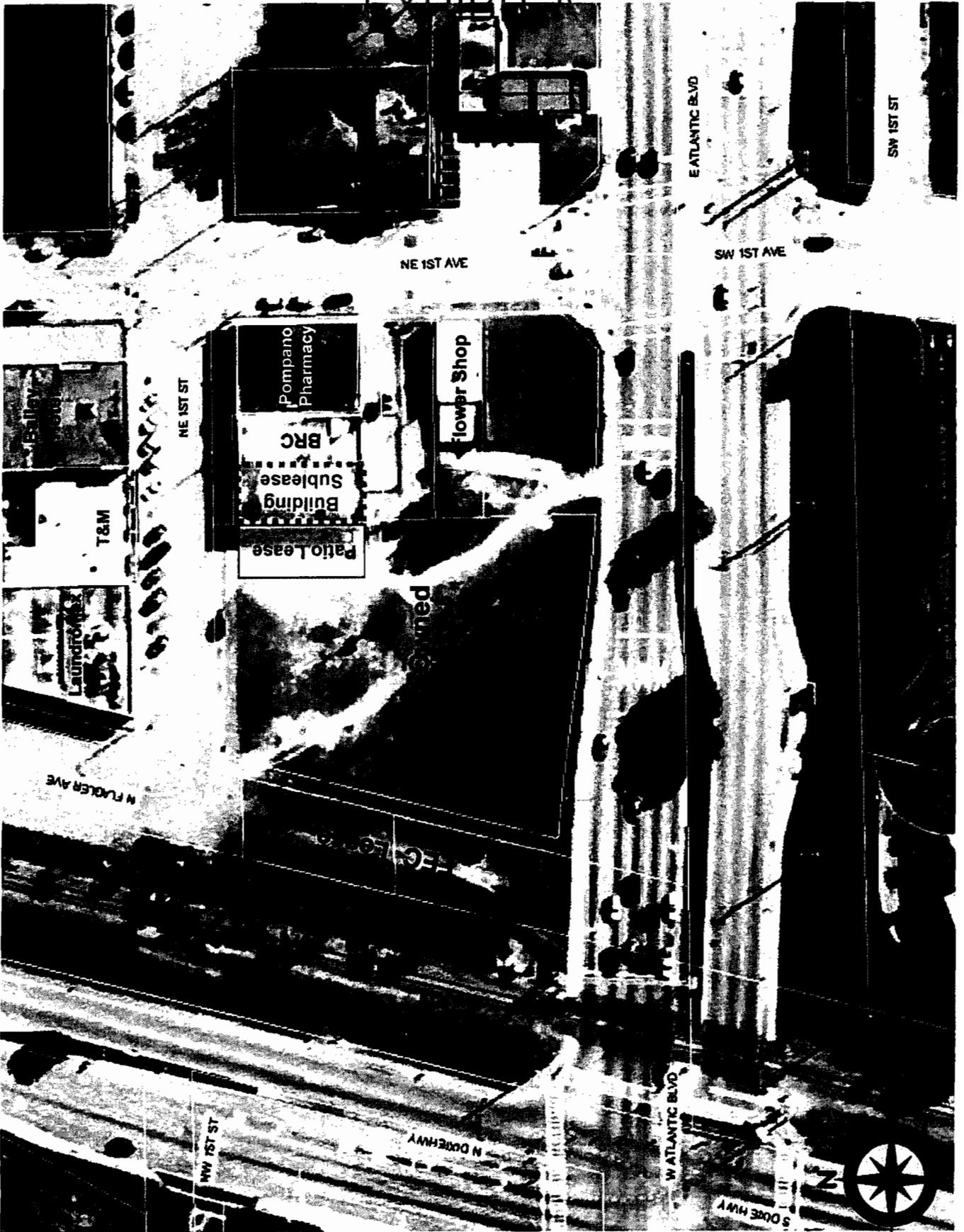


EXHIBIT A

~~EXHIBIT "B"~~
EXHIBIT A

This Exhibit outlines the improvements agreed to by the CRA as stated under Paragraph 10.1, of the Sublease Agreement. The CRA agrees to as follows:

1. The CRA shall install and deliver the Premises with a grease trap pursuant to the Mechanical Engineer drawings at the CRA sole cost and expense.
2. The CRA shall install and deliver the Premises with a 3 phase 600 Amp panel and disconnect box with electrical service pursuant to the Mechanical Engineer drawings at the CRA sole cost and expense. Electrical wiring from the panel throughout the space shall be at the sole cost and expense of the Sublessee.
3. The CRA shall include in its demolition the wall cuts pursuant to the architectural plans at the CRA sole cost and expense.
4. The CRA shall be responsible for the concrete interior curbs at the CRA sole cost and expense.
5. The CRA shall install underground power without any poles on the property at the CRA sole cost and expense.
6. The CRA shall not collect rent from the Sublessee for a period of one (1) year from the effective date of the Sublease.
7. That the CRA is providing the Sublessee the first option on the CRA Business Resource Center sublease on the property adjoining the Premises should the CRA decide to vacate at the same rental rate as the first term.

EXHIBIT B

**This instrument was prepared by/
Record and return to:**

Pompano Beach CRA
100 W. Atlantic Boulevard, Room 276
Pompano Beach, FL 33060
Tel: 954-786-5535

Parcel Folio Numbers: 4842 35 08 0240
4842 35 08 0250

UNITY OF USE AGREEMENT

THIS UNITY OF USE AGREEMENT (“**Agreement**”) dated as of _____, 2015, is made among **POMPANO PHARMACY WHOLESALE, INC.**, a Florida corporation (“**PHARMACY**”), **THROWBACK RESTAURANT GROUP, LLC**, a Florida limited liability company (“**THROWBACK**”) and the **POMPANO BEACH COMMUNITY REDVELOPMENT AGENCY**, a public body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes (“**CRA**”).

RECITALS:

PHARMACY is the owner of a parcel of real property (“**Parcel A**”), located in the City of Pompano Beach, Broward County, Florida and more particularly described in **Exhibit A** attached to this Agreement.

CRA is the owner of a parcel of real property (“**Parcel B**”) located in the City of Pompano Beach, Broward County, Florida and more particularly described in **Exhibit A** attached to this Agreement.

Both CRA and PHARMACY is an “**Owner**,” and they are collectively the “**Owners**.”

Parcels A and B are collectively the “**Parcels**”

CRA is a tenant of Parcel A pursuant to the following lease:

Lease between PHARMACY and CRA dated October 4, 2013, (“**CRA Lease**”)

THROWBACK is the tenant of Parcels A and B pursuant to the following leases (collectively, “**CRA Leases**”):

Lease Agreement between CRA and THROWBACK dated October 4, 2013, (“**Sublease Agreement**”)

EXHIBIT B

Lease Agreement between CRA and THROWBACK dated October 4, 2013,
("Patio Ground Lease")

The City of Pompano Beach, Florida ("City") Planning and Zoning Board has approved the unified commercial plan for Parcels A and B (collectively, the "**Parcels**") pursuant to Development Order _____ adopted on _____ ("**Development Order**"). The approved unified commercial plan is attached as **Exhibit B** ("**Unified Site Plan**").

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties here to intending to be legally bound, do hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Owners and CRA hereby agree that following the issuance of a building permit for any improvements to be constructed on the Parcels in accordance with the Development Order and Unified Site Plan, the Parcels shall be developed as a unified project. Accordingly, in the event the Owners and CRA desire to amend the Unified Site Plan, the Owners and CRA shall submit one application to the City to obtain the City's review and approval of a proposed amendment to the Unified Site Plan.
3. The requirement for a Unified Site Plan shall not prohibit any Owner from independently submitting applications to the City for a change to the site plan for its respective Parcel.
4. This Agreement shall constitute a covenant running with the land, as provided by law, and shall be binding upon the undersigned, their successors and assigns, and all parties claiming hereunder.
5. The parties agree this instrument shall be recorded in the Public records of Broward County, Florida.
6. Except as expressly provided herein, this Agreement may not be terminated or amended without the express written consent of the Development Services Director of the City of Pompano Beach. The above provisions of this Unity of Use Agreement shall terminate upon the termination of the CRA Lease, regardless of whether such termination occurs upon the expiration of the Lease or sooner pursuant to the terms thereof. Prior to termination of this Agreement, and within 90 days of the date the Lease is terminated, Parcel A and Parcel B, must each be physically separated, by the CRA, at the CRA's sole cost and expense. Such physical separation of Parcels A and B shall consist of CRA obtaining a building permit for the construction of a block wall between said parcels and thereafter actually constructing said block wall, including interior drywall and paint to match existing finish. CRA shall have the right to cause THROWBACK, its sublessee, to comply with CRA's obligations under the lease amendment, provided CRA remains obligated for the completion of such work as between PHARMACY and CRA. Thereafter Parcel A may not be used or occupied separately until Parcel A independently obtains any building permits and/or zoning certificates which may be required for said Parcel A for compliance with the City of Pompano Beach Code of Ordinances and the Florida Building

EXHIBIT B

Code, and Parcel B may not be used or occupied separately until Parcel B independently obtains any building permits and/or zoning certificates which may be required for said Parcel B for compliance with the City of Pompano Beach Code of Ordinances and the Florida Building Code. The failure of either Parcel A or B, respectively, to obtain any building permits and/or zoning certificates which may be required for each of said parcels, respectively, shall have no effect on the other parcel so long as the other parcel is in compliance. Furthermore the City of Pompano Beach shall have the right to enforce the provisions of this paragraph and said right shall survive the termination of the leases and this Unit of Use Agreement.

7. This Agreement may be executed in counter parts, each of which shall be deemed to be an original, but all constituting only one Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

EXHIBIT B

Witnesses:

**THOWBACK RESTAURANT GROUP,
LLC**, a Florida limited liability company

Print name: _____

By: _____

Print name: _____

Print name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ as _____ of **THROWBACK RESTAURANT GROUP, LLC.**, a Florida limited liability company, on behalf of the company. He or she is personally known to me or has produced _____ as identification.

NOTARY SEAL

Notary Public, State of Florida

Print name: _____

My commission expires: _____

EXHIBIT B

Witnesses:

**POMPANO PHARMACY
WHOLESALE, INC,** a Florida
corporation

Print name: _____

By: _____

Print name: _____

Print name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ as _____ of **POMPANO PHARMACY WHOLESALE, INC.**, a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced _____ as identification.

NOTARY SEAL

Notary Public, State of Florida
Print name: _____
My commission expires: _____

EXHIBIT B

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Print Name: _____

By: _____
Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Margaret Gallagher, Secretary

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company

Print Name: _____

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

Print Name: _____ and

By: _____
Kim Briesemeister, President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 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

EXHIBIT B

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by MARGARET GALLAGHER, 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 _____, 2015, by Kim Briesemeister, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me or who has produced _____ (type of identification) as identification.

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 _____, 2015, by Christopher J. Brown, as Managing Member of Redevelopment Management Associates, LLC, on behalf of the limited liability company. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT B

Exhibit A

LEGAL DESCRIPTIONS FOR PARCELS A and B

PARCEL A

(owned by Pompano Pharmacy Wholesale, Inc.)

A PARCEL OF LAND BEING A PORTION OF LOT 11 OF THE RESUBDIVISION OF LOT 15 OF THE SUBDIVISION OF SECTION 35 TOWNSHIP 48S RANGE 42E AS DESCRIBED ON PLAT BOOK B, PAGE 76 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER LOT 11 OF THE RESUBDIVISION OF LOT 15; THENCE NORTH 89°08'41" EAST, ALONG THE NORTH LINE OF SAID LOT 11, 128.46 FEET; THENCE SOUTH 01°17'19" EAST, 13.00 FEET, TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED, ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF NE 1ST STREET AS DESCRIBED IN THE OFFICIAL RECORDS BOOK 5526, PAGE 559 OF THE PUBLIC RECORDS OF BROWARD COUNTY; THENCE NORTH 89°08'41" EAST, ALONG SAID SOUTHERLY LINE OF NE 1ST STREET, 39.29 FEET; THENCE SOUTH 01°04'39" EAST, FOLLOWING THE CENTERLINE OF A CONCRETE BLOCK WALL, 80.00 FEET; THENCE SOUTH 89°08'41" WEST, 39.00 FEET; THENCE NORTH 01°17'19" WEST, 80.00 FEET, TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 3,131 SQUARE FEET OR 0.072 ACRES MORE OR LESS.

PARCEL B

(owned by Pompano Beach Community Redevelopment Agency)

A PORTION OF LOT 11, RE-SUBDIVISION OF LOT 15, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 76, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 10, OF SAID PLAT; THENCE ALONG THE SOUTH LINE OF SAID LOT 10, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF NORTHEAST 1ST STREET, NORTH 89°08'41" EAST, 95.47 FEET; THENCE DEPARTING SAID NORTH AND SOUTH LINE, SOUTH 00°51'19" EAST, 65.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°08'41" EAST, 35.00 FEET; THENCE SOUTH 01°17'19" EAST, 80.00 FEET; THENCE SOUTH 89°08'41" WEST, 35.00 FEET; THENCE NORTH 01°17'19" WEST, 80.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 2,800 SQUARE FEET, MORE OR LESS.

EXHIBIT B

Exhibit B

UNIFIED SITE PLAN

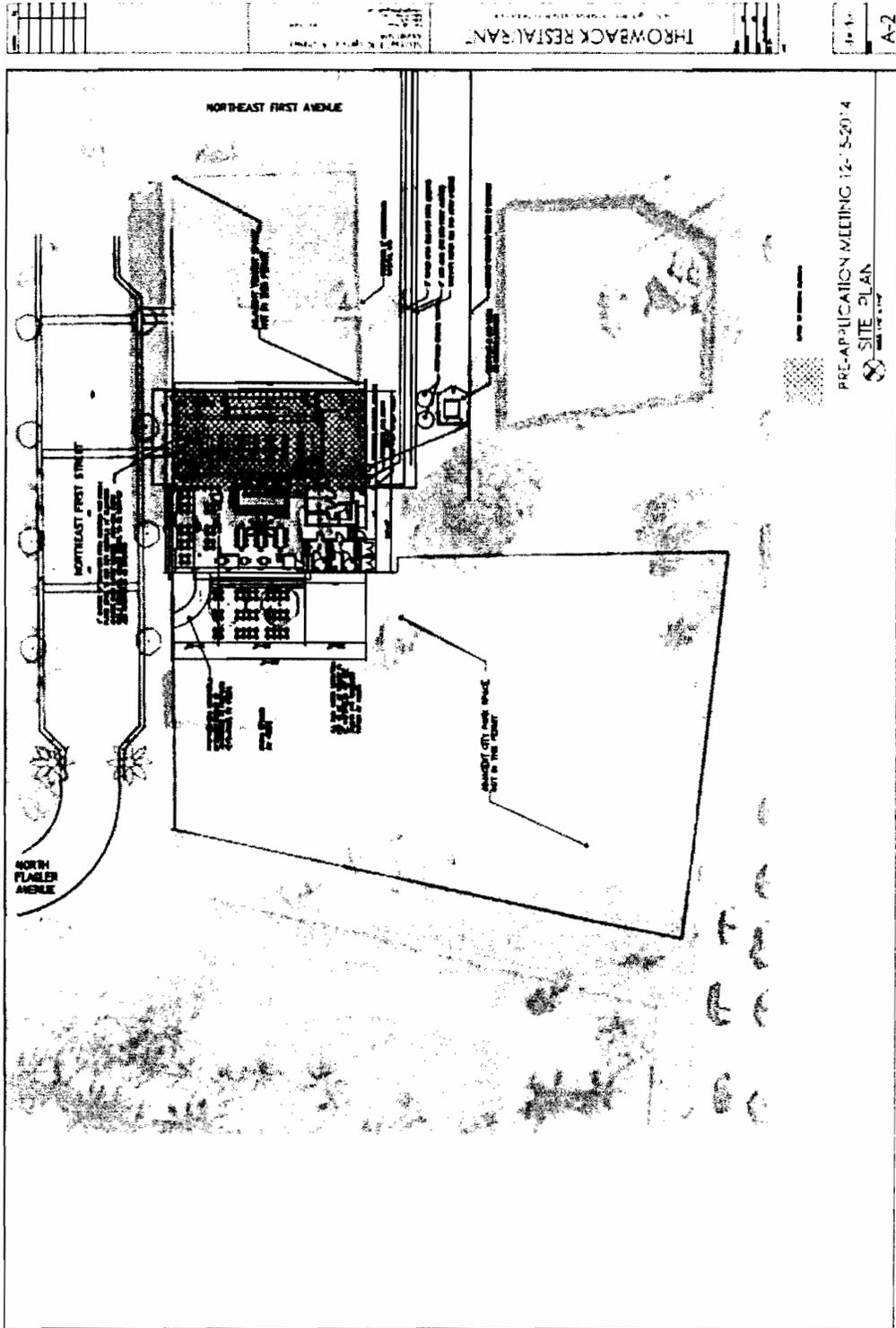


EXHIBIT "C"

LEGAL DESCRIPTIONS FOR PARCELS A and B

PARCEL A

(owned by Pompano Pharmacy Wholesale, Inc.)

A PARCEL OF LAND BEING A PORTION OF LOT 11 OF THE RESUBDIVISION OF LOT 15 OF THE SUBDIVISION OF SECTION 35 TOWNSHIP 48S RANGE 42E AS DESCRIBED ON PLAT BOOK B, PAGE 76 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER LOT 11 OF THE RESUBDIVISION OF LOT 15; THENCE NORTH 89°08'41" EAST, ALONG THE NORTH LINE OF SAID LOT 11, 128.46 FEET; THENCE SOUTH 01°17'19" EAST, 13.00 FEET, TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED, ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF NE 1ST STREET AS DESCRIBED IN THE OFFICIAL RECORDS BOOK 5526, PAGE 559 OF THE PUBLIC RECORDS OF BROWARD COUNTY; THENCE NORTH 89°08'41" EAST, ALONG SAID SOUTHERLY LINE OF NE 1ST STREET, 39.29 FEET; THENCE SOUTH 01°04'39" EAST, FOLLOWING THE CENTERLINE OF A CONCRETE BLOCK WALL, 80.00 FEET; THENCE SOUTH 89°08'41" WEST, 39.00 FEET; THENCE NORTH 01°17'19" WEST, 80.00 FEET, TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 3,131 SQUARE FEET OR 0.072 ACRES MORE OR LESS.

PARCEL B

(owned by Pompano Beach Community Redevelopment Agency)

A PORTION OF LOT 11, RE-SUBDIVISION OF LOT 15, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 76, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 10, OF SAID PLAT; THENCE ALONG THE SOUTH LINE OF SAID LOT 10, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF NORTHEAST 1ST STREET, NORTH 89°08'41" EAST, 95.47 FEET; THENCE DEPARTING SAID NORTH AND SOUTH LINE, SOUTH 00°51'19" EAST, 65.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°08'41" EAST, 35.00 FEET; THENCE SOUTH 01°17'19" EAST, 80.00 FEET; THENCE SOUTH 89°08'41" WEST, 35.00 FEET; THENCE NORTH 01°17'19" WEST, 80.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 2,800 SQUARE FEET, MORE OR LESS.