POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY

Meeting Date: June 21, 2016 Agenda Item 5

REQUESTED CRA BOARD ACTION:

X Resolution(s) ____ Consideration X Approval ____ Other

SHORT TITLE OR MOTION: 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 ODD BREED WILD ALES, LLC, RELATING TO PROPERTY LOCATED AT 50 NORTHEAST 1ST STREET, POMPANO BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Now that the Bailey Contemporary Arts is opened, the Downtown Pompano Streetscape project is nearly complete, and the Downtown Plaza is under construction, it is time to ensure that the properties in CRA possession are appropriately tenanted to activate the cultural arts district. It is imperative that there is pedestrian activity throughout the day which will promote a sense of safety in the area. One business that would like to become the newest member of the Pompano Beach community is Odd Breed Wild Ales, LLC. Odd Breed is eager to bring a brewery serving delicious small plates to the property located at 50 NE 1st Street. This agenda item is presented to approve the Sublease Agreement for that property. The approval of this agenda item will enable this new brewery to bring another reputable restaurateur to the emerging cultural arts district of Downtown Pompano.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Pompano Beach CRA
(2) Primary staff contact: Adriane Esteban, Project Manager Ext. 7841
(3) Expiration of contract, if applicable: 12/31/19
(4) Fiscal impact and source of funding: No fiscal impact

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER

X CRA Executive Director
X CRA Attorney
X Finance Director

Claudia M. McKenna
S. Libable

ACTION PREVIOUSLY TAKEN BY CRA BOARD:

Resolution Results:
Consideration Results:
Other: Results:

CRA
POMPANO BEACH

P. O. Drawer 1300
Pompano Beach, FL 33060

Phone: (954) 786-5535
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MEMORANDUM

To: **Pompano Beach CRA Board**

From: **Adriane Esteban, CRA Project Manager**

Date: **June 21, 2016**

Subject: **Sublease Agreement with Odd Breed Wild Ales for the property located at 50 NE 1st Street**

CRA staff has been promoting the availability of all properties in CRA possession to interested parties that will create the optimal merchandise mix in the cultural arts district. This area needs to include more businesses that will activate the area throughout the day into evening hours, and having more pedestrian activity will increase the sense of safety in the area. One new business that became interested in setting up shop in this area is Odd Breed Wild Ales, LLC (Odd Breed). Odd Breed finds that the property located at 50 NE 1st Street is the right spot for them to set up their new brewpub. Odd Breed's members include Daniel Naumko of Sybarite Pig, named the 2015 Best Gastropub of Broward-Palm Beach in the *New Times*, and Matt Manthe, the Brewmaster at Brewzzi's. Odd Breed will bring a brewery serving delicious small plates and their unique, barrel aged wild ales, many of which will utilize Florida's vast array of local ingredients. Odd Breed sees the potential of the area and building even though the current use is not indicative of a commercial activity (the CRA Business Resource Center). Odd Breed has already generated great interest in their venture and the press has taken notice.

In February 2016, the CRA Board approved the consideration for a proposed Term Sheet with Odd Breed for the space located at 50 NE 1st Street, which outlined the basic terms that would eventually be included in a Sublease Agreement. Since that time, CRA staff and Odd Breed have been working on the final terms of the Sublease Agreement. This Sublease Agreement is now ready to be presented to the CRA Board for approval. Some of the terms of the Sublease Agreement include the following:

- The Sublease term shall commence July 1, 2016, and end December 31, 2019 (the end of the CRA's Lease with the property owner, Pompano Pharmacy Wholesale, Inc.)
- Odd Breed will take possession of the premises on August 1, 2016

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- There will be a nine month Improvements Period in which no rent shall be due. This period may be extended an additional 3 months, however shall not extend beyond July 31, 2017
- The Sublease renewal terms are dependent on the CRA renewing their lease with the property owner
- The initial rent is $12/SF triple net and will increase 3% annually. CAM will be set at $4/SF throughout the term of the lease that will end December 31, 2019
- There will be a 30 day Inspection Period for Odd Breed to Period to ensure suitability of the Premises for their intended investment

CRA staff will continue to discuss the future of this property with the owner, including renewal terms, and is glad Odd Breed is understanding of the circumstances. CRA staff believes Odd Breed can bring more life to the area and that the approval of this agenda item will produce a new brewery in the emerging cultural arts district of Downtown Pompano.

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 SUBLEASE AGREEMENT BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND ODD BREED WILD ALES, LLC, RELATING TO PROPERTY LOCATED AT 50 NORTHEAST 1ST STREET, POMPANO BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Sublease Agreement between the Pompano Beach Community Redevelopment Agency and Odd Breed Wild Ales, LLC, relating to the property located at 50 Northeast 1st Street, Pompano Beach, Florida (the Agreement), a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. The proper officials are hereby authorized to execute the Agreement, together with such other documents as may be required to effectuate the Agreement.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of June, 2016.

_____
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, ("CRA") and **ODD BREED WILD ALES, LLC,** a Florida limited liability company, whose address is **20642 S. State Rd. 7, Unit 2, Boca Raton, FL 33498**, ("Subtenant").

Recitals

WHEREAS, the CRA has entered into a lease agreement, first amendment and second amendment with Pompano Pharmacy Wholesale, Inc., a Florida profit corporation ("Landlord"), relating to the lease by the CRA of that certain commercial property described as follows: 2,500 square feet of the structure located at 50 Northeast 1st Street, Pompano Beach, Florida 33060, (the "Premises") as more particularly described in the lease agreement and amendments attached hereto as Exhibit "A" and incorporated herein by reference (the "Lease"), and

WHEREAS, the Lease, the effective date of which is January 1, 2014, provides for the use of the Premises for any use permitted by applicable federal, state, county or city statutes, laws, ordinances, resolutions, orders, rules or regulations ("Applicable Laws"); and

WHEREAS, the Lease provides for subleasing of the Premises and Subtenant wishes to sublease the Premises for the purpose of operating a brewery and taproom serving small plates and for related uses; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Sublease, the CRA and Subtenant agree as follows:

1. The above recitals are true and correct and are incorporated herein.

2. **Sublease of Property**. The CRA does hereby sublease to Subtenant, and Subtenant rents from the CRA, the following described commercial property: 2,500 square feet of the structure located at 50 NE 1st Street, Pompano Beach, Florida 33060 (collectively, the "Premises"). Subtenant acknowledges that it is subleasing the Premises in "as-is" condition (CRA must, however, disclose to Subtenant all adverse material facts that it knows or should know about the Premises that may materially affect Subtenant's decision to lease the Premises). Subtenant further acknowledges that the CRA shall have no obligation to make additional improvements to the Premises, except to the extent otherwise explicitly stated herein.

3. **Sublease Term.** The initial term ("Initial Term") of this sublease shall commence on July 1, 2016 at 12:01 a.m., and end at midnight on December 31, 2019. Subtenant acknowledges that possession of the Premises cannot commence until August 1, 2016. However, Subtenant shall be provided one office within the Premises that may be used for storage prior to the time that Subtenant takes exclusive possession. If CRA is unable to give possession of the Premises on August 1, the rent payable hereunder shall be abated until CRA tenders possession to Subtenant with any such abatement added beginning on the Rental Commencement Date (as defined below).

4. **Renewal Term**. Provided that 1) CRA renews, extends or signs a new lease

with Landlord and 2) Subtenant shall have fully done, performed and observed all of the terms, covenants and conditions required hereunder to be done, performed or observed by it during the term of this Sublease, then the Subtenant shall have the right to renew this Sublease for two (2) successive terms of three (3) years each upon the same terms, covenants and conditions as the Initial Term of this Sublease if available and consistent with the renewal terms negotiated between the CRA and Landlord (or for such shorter time as is necessary given the circumstances of a new or otherwise renewed lease between CRA and Landlord). The base annual rent for the first year of the first option term shall increase by eight percent (8%) plus applicable sales tax and thereafter shall increase annually by three (3%) percent above the immediately preceding base annual rent. During any subsequent option terms exercised by Subtenant the base annual rent shall increase the first year by eight percent (8%) above the immediately preceding base annual rent. Subtenant shall give written notice that it is exercising its option to renew by certified mail to CRA at least ninety (90) days prior to the termination of the Initial Term or any renewal term then in effect. The Renewal Term, with the Initial Term shall be referred to herein as the "Term."

5. **Rent**. The annual rental amounts for the Premises ("Rent") shall be as follows:

5.1. There shall be no rental amount due for the Premises for the period from August 1, 2016 through April 30, 2017 during which time Subtenant shall make improvements to the Premises ("Improvements Period"). Subtenant shall have an additional 3 months to complete improvements, not to extend beyond July 31, 2017. If the Improvements Period ends during the period of May 1, 2017 through July 31, 2017, the Rent for the premises will be $12 per square foot plus tax payable in equal monthly installments of $2,500, plus sales tax, if any, and not exempt. The first monthly rental payment shall be due on the first day of the month following issuance of a certificate of completion for the improvements after April 30, 2017 or July 31, 2017, whichever date occurs first (the "Rental Commencement Date").

5.2. Beginning on August 1, 2017, the annual Rent for the Premises will be $30,900 payable in equal monthly installments of $2,575 plus sales tax, if any, and not exempt.

5.3. **Annual Rent Increase**. Beginning with the rental payment due on August 1, 2018, the Rent for the Premises will increase annually by three percent (3%) of the base rental amount for the prior year.

5.4. **Rent Payments**. Subtenant shall pay Rent in equal monthly installments, plus sales tax, if any, and not exempt, which will be due on the first day of each calendar month.

5.5. **Security Deposit**. The security deposit shall be $5,000, together with first and last month's Rent of $2,500 per month, for a total of $10,000, plus sales tax, if any, and not exempt (the "Security Deposit"). The Security Deposit shall be paid on or before July 1, 2016.

5.6. **Late Rent Payments**. If any monthly Rent payment is not received within five (5) days of the due date, a late charge of Twenty-Five Dollars ($25) shall be added for the first day late, plus an additional Five Dollars ($5) per day for each day thereafter until payment is received. Any unpaid late charges due under this paragraph shall be added and become due with the next monthly Rent payment. Non-payment or late payment

of Rent is a default under this Sublease.

5.7. **Additional Rent**. Subtenant shall pay for all proportionate share of ad valorem and non-ad valorem real estate taxes, the annual cost of property insurance including wind, and common area maintenance ("CAM") incurred by the Landlord or CRA on the Premises in the types and amounts required by Section 6 of the Lease and Common Area Maintenance ("CAM"). Subtenant shall reimburse the CRA the amount of such insurance within ten (10) days of receipt of the annual premium notice. Subtenant shall have the option to obtain and pay directly for property insurance satisfactory to the Landlord and subject to the Landlord's and the CRA's express written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Subtenant agrees that this obligation to pay Additional Rent shall apply during the Improvements Period, notwithstanding that annual rent is not due during such period.

CAM: CAM charges are estimated at approximately $4.00/SF and will be capped at this amount throughout the Initial Term of the Sublease. Thereafter for future terms, additional rent shall be actual proportionate cost of taxes, insurance and CAM.

6. **Taxes and Assessments**. Subtenant shall be responsible to pay its proportionate share (45%) of all municipal, county, and state ad valorem and non-ad valorem taxes and assessments which may be assessed against the Premises during the Term of this Sublease as part of CAM described in Section 5.7. Subtenant shall also be responsible for payment of any taxes levied against the personal property and trade fixtures of Subtenant located in and about the Premises.

Notwithstanding that annual rent is not due during the Improvements Period, Subtenant agrees to pay the CRA for the ad valorem taxes due during the Improvements Period.

7. **Insurance**. Subtenant shall carry commercial general liability insurance in an amount of not less than $1 million dollars per person, per occurrence, naming both the CRA and Landlord as Additional Insureds under such Policy. Subtenant shall pay its proportionate share of the CRA's annual cost of general commercial liability insurance and casualty insurance for the Premises as part of CAM described in Section 5.7. Subtenant is encouraged, but not required to carry plate glass insurance. CRA will not pay for any broken storefront glass.

Notwithstanding that annual rent is not due during the Improvements Period, Subtenant agrees to pay the CRA for the insurance during the Improvements Period.

8. **Subtenant's Maintenance Obligation.** Subtenant shall be responsible for maintenance and repair of the interior and exterior of the Premises, including but not limited to, painting, conduits, HVAC system, window cleaning, lighting, roof, interior ceilings and walls and all subtenant improvements, at its sole cost and expense, except to the extent that this is inconsistent with subparagraph 8.4 below. Subtenant shall use commercially reasonable efforts to maintain the Premises in a good, neat, clean, safe and sanitary condition throughout the Term, reasonable wear and tear excepted. Subtenant shall keep all furnishings, fixtures and accessories, and any display facilities, in good repair. The Premises shall be maintained in accordance with all applicable code requirements of the Broward County Health Department and all Applicable Laws. Notwithstanding the preceding language in this paragraph, CRA shall be responsible to ensure that the HVAC system is in good condition prior to the Improvements Period. If the HVAC is not in good working order, then the CRA shall be responsible for all costs of providing Subtenant with an HVAC system in good working order. In the event the Subtenant expands the HVAC system, the Subtenant shall be

responsible for any roof penetrations and repairs caused by any work relating to such HVAC expansion.

8.1. **Windows**. Subtenant shall obtain and pay for the regular cleaning of the exterior windows.

8.2. **Pest Control**. Subtenant shall obtain and pay for professional exterminators to control vermin and pests on a regular basis, no less than monthly and as needed. Such extermination services shall be supplied in all areas where food is prepared, dispensed, or stored and in all areas of the Premises where trash is collected and deliveries are made.

8.3. **Janitorial**. Subtenant shall obtain and pay for all janitorial services required to keep the Premises in clean and sanitary condition, as well as to comply with Applicable Laws.

8.4. **Structural Repairs**. In the event repairs are necessary for the wiring and plumbing in the walls, floors, ceiling or hard structures of the Premises, or any repair involves major penetration of walls, ceilings or floors, Subtenant shall notify the CRA of the need for such repairs and the CRA shall promptly make and pay for such repairs except if the structural repairs are a result of Subtenant's work.

9. **Utilities**. Subtenant shall be responsible for obtaining and paying the cost of all utilities (water, sewer, electric, gas, telephone, cable, internet, etc.) serving the Premises during the Term, together with any taxes, penalties, surcharges and any other charges pertaining to such utilities. If utilities are inadvertently billed to the CRA, Subtenant will reimburse the CRA within ten days after receipt of the invoice or utility bill from the CRA. Subtenant will promptly arrange for such utilities to be billed directly to Subtenant. Subtenant will pay all amounts due directly to the utility company prior to delinquency.

10. **Use of Premises.** Subtenant shall use the Premises for the operation of a brewery with a taproom, serving small plates, as well as other similar ancillary and related uses. No other use of the Premises is permitted under this Sublease without the CRA's express written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Subtenant will not commit or permit any waste or damage to the Premises and will not carry on any activity that constitutes a nuisance as defined in the Florida Statutes or violates any Applicable Laws; however, it is agreed by CRA and Subtenant that the use of the Premises for operating a brewery and taproom serving small plates and for related uses shall not constitute a nuisance and Subtenant shall have the right to terminate this Sublease without any further obligation upon thirty (30) days notice to CRA if any governmental entity shall determine that Subtenant's use constitutes a nuisance. Subtenant, at its expense, shall procure and maintain all governmental licenses or permits required for the proper and lawful conduct of Subtenant's use of the Premises.

11. **Parking**. Two parking spaces may be used in the parking lot behind the Premises. Subtenant shall also have access to 82 on-street public parking spaces and 41 public parking spaces in lots within walking distance of the Property during the Term. Such access is on a first-come, first-served basis. Subtenant acknowledges that the CRA may construct an additional 126 private parking spaces which may become available to Subtenant for valet parking at a cost to be determined.

12. **Improvements**. Subtenant has the right to make changes, alterations and additions to the Premises ("Improvements") with the CRA's prior written consent, which consent shall not be

unreasonably withheld, conditioned or delayed. Subtenant shall be responsible for obtaining all permits required for the Improvements. Subtenant shall be responsible for paying all impact fees, if any, and concurrency fees, if any. All Improvements must be undertaken in a good and workmanlike manner and comply with all Applicable Laws. All Improvements made by Subtenant which are permanently attached to the Premises including fixed cabinets will become the property of the CRA and shall remain on the Premises at the end of the Sublease Term. Subtenant will have the right to remove any moveable furniture, fixtures and equipment not attached to the walls of the Premises at the end of the Term, including, but not limited to, the draft system(s), brew house, connecting pipes and any/all other tanks used for the manufacture of beer. In addition, Subtenant 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 Subtenant and not attached to the walls of the Premises, as long as Subtenant repairs any damage caused by the removal of such equipment.

12.1. **CRA's Cooperation in Applications**. Pursuant to Section 8.1 of the Lease attached to this Agreement as Exhibit A, the CRA agrees to obtain Landlord's joinder in and execution of any permit applications, consents, or other documents required in connection with the construction or installation of any Improvements by Subtenant The CRA agrees to obtain Landlord's signature for the signing of any required documents within fifteen days after receipt of the request from Subtenant and the document to be signed.

12.2. **Signage**. Subtenant has the continuing right to install signs, awnings, marquees or other structures on the exterior of the Premises with the CRA's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any and all such signs or structures must comply with Applicable Laws.

12.3. **Incentives Application**. Subtenant may apply for incentives offered by the CRA for tenant interior and/or exterior buildout according to CRA regulations. CRA's contribution for an approved application would be up to a maximum of $20,000 from the Façade and Business Site Improvement Program and up to a maximum of $150,000 from the Strategic Investment Program (SIP). Subtenant must make a full application for incentives in order to receive consideration by the CRA Board for approval. Subtenant acknowledges that the CRA has no obligation to approve such incentives application.

13. **CRA's Right to Inspect Premises**. The CRA will have the right to enter upon and inspect the Premises at reasonable times and after notice to Subtenant. The CRA will have the right to place a sign in the Premises advertising that the Premises are available for rent not more than 30 days prior to the expiration of the Term.

14. **Ownership; Peaceful Enjoyment; Surrender of Premises**. The CRA represents and warrants that it has a leasehold interest in the Premises as provided for in the Lease. The CRA will warrant and defend Subtenant's right to the peaceful possession and enjoyment of the Premises during the Term of this Sublease. At the end of the Term, Subtenant will surrender the Premises in clean condition and good repair, normal wear and tear excepted. No surrender of the Premises by Subtenant prior to the end of the Term of this Lease will be valid unless accepted by the CRA in writing.

15. **Sublease Subordinate to Lease.** The parties agree that this Sublease shall be subject and subordinate at all times to all of the covenants, agreements, terms, provisions and conditions of the Lease. Neither the CRA nor Subtenant shall do or permit anything to be done in

connection with this Sublease or Subtenant's occupancy and use of the Premises which will violate the Lease. All actions of Subtenant shall be consistent with the CRA's obligations under the Lease.

16. **Accidental Damage or Injury**. The CRA and the Landlord shall not be liable for any damage to property, or any injury to persons, sustained by Subtenant or others, caused by conditions or activities on the Premises. Subtenant shall carry insurance insuring the CRA, Subtenant, and Landlord against any claims of the types and in the amounts stated in Exhibit "B" attached hereto and made a part hereof.

17. **Force Majeure.** 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, the CRA or Subtenant (provided that Subtenant is not at fault for the damage) shall have the right to terminate the Term of the Sublease by giving notice to the other of its exercise of such right at any time within thirty (30) days after the occurrence of such damage or destruction. If this notice is given, the term of the Sublease shall terminate, and rent shall be payable, up to the date of destruction as if such date were the date set forth in the Sublease. If Subtenant exercises the option to terminate the Sublease, Subtenant must immediately vacate the Premises, but shall be provided a reasonable amount of time to recover and remove any of its equipment. If neither party has given notice of termination as herein provided, CRA has the option of rebuilding or repairing the Premises by giving notice to that effect to Subtenant within fifteen (15) days after the termination of the option of its intent to rebuild or repair the Premises or the part so damaged. If the CRA elects to rebuild or repair the Premises and does so without unnecessary delay, Subtenant shall be bound by this Sublease, except that during the period of repair, the Rent shall be abated in the same proportion that the part of the Premises rendered unfit for occupancy by Subtenant shall bear to the whole of the subleased premises. In the event that neither party terminates the Sublease pursuant to the above portion of this paragraph, CRA's repairs must be complete within six (6) months following the destruction, or Subtenant shall have the option to terminate this Sublease within twenty (20) days after the expiration of the six (6) month period.

18. **Liens.** Subtenant shall keep the Premises free and clear of all liens arising out of any work performed, material furnished or obligations incurred by Subtenant.

19. **Indemnification**. Subtenant will indemnify and hold harmless the CRA, the Landlord, 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, the 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 Subtenant or its employees, agents, guests, and invitees; or (b) any failure by Subtenant or its employees, agents, guests, and invitees to comply with all Applicable Laws.

    19.1. **Lawsuits**. If any lawsuit or proceeding is brought against the CRA, the 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 Subtenant, its agents, employees, guests and invitees, Subtenant agrees that Subtenant or any other person on the premises with Subtenant's consent will defend the CRA and Landlord in such lawsuit or proceeding, and pay whatever judgments may be recovered against the CRA, the Landlord, or the Premises, and pay

for all attorneys' fees in connection with such lawsuit or proceeding, including attorneys' fees on appeal.

19.2. **Limitation**. Nothing in this Sublease shall be deemed as a waiver by the CRA 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.

19.3. **Glass Damage.** In case of damage to glass caused by Subtenant, or its agents, employees, guests or invitees in the Premises, Subtenant agrees to replace the glass with glass of the same kind, size, and quality as quickly as possible at Subtenant's expense.

20. **Defaults and Remedies.**

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

20.1.1. **Failure by Subtenant to pay Rent.** If any Rent due under this Sublease is not paid within fifteen days after the due date, the CRA will have the right to resume possession of the Premises and re-lease or rent the Premises for the remainder of the Term for the account of Subtenant and recover from Subtenant at the end of the Term the difference between the Rent specified in this Sublease and the Rent received on the re-leasing or renting.

20.1.2. Failure by either party to observe or perform in any material respect any covenant, obligation or agreement contained in this Sublease.

20.1.3. The filing by Subtenant of a petition to have Subtenant adjudged bankrupt or a petition for reorganization under any law relating to bankruptcy; or the appointment of a trustee or receiver to take possession of all or substantially all of Subtenant's assets where such possession is not restored to Subtenant within ninety (90) days of such appointment.

20.1.4. The material breach of any representation or warranty by either Party contained in this Sublease Agreement if such material breach is not cured after written notice from the non-defaulting party to the defaulting party and a reasonable opportunity to cure such material breach.

20.2. **Cure Period.** In the event of a Default, the non-defaulting party shall provide written notice to the defaulting party and the defaulting party shall have thirty (30) days to cure such Default, provided that the cure period shall be extended if the Default cannot reasonably be cured within thirty (30) days and the defaulting party is using commercially reasonable efforts to cure said Default.

20.3. **Remedies for Default.** Following the occurrence of a Default and the expiration of any applicable cure period, the non-defaulting party may terminate this agreement. Additionally, the non-defaulting party shall have the right to have provisions of this Agreement enforced by any court having equity jurisdiction it being acknowledged that any such Default will cause irreparable injury to the non-defaulting party and that money damages will not provide an adequate remedy.

21. **No Waiver**. The exercise by either party to this Sublease of any right or remedy under this Sublease will not be a waiver of or preclude the exercise of any other right or remedy afforded such party by this Sublease or by Applicable Laws. The failure of either party in one or more

instances to insist on strict performance or observation of one or more of the covenants or conditions of this Sublease or to exercise any remedy, privilege, or option conferred by this Sublease on or reserved to such party shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. Regarding the CRA, its receipt of Rent or any other payment or partial payment required to be made by the Subtenant shall not act to waive any additional Rent or other payment then due. Even with the CRA's knowledge of the breach of any covenant or condition of this Sublease, receipt of Rent will not operate as or be considered to be a waiver of this breach. No waiver by either party of any of the provisions of this Sublease, or of any of either party's rights, remedies, privileges, or options under this Sublease, will be considered to have been made unless made by such party in writing.

22. **Assignment and Subletting.** This Sublease may not be assigned, sublet, or subleased without the express written consent of the CRA, which consent shall not be unreasonably withheld, conditioned or delayed.

23. **Termination and Surrender**

A. If Subtenant does not renew the Sublease as described herein or a new lease with the CRA is otherwise not secured:

1. Subtenant shall surrender the Premises on or before the last day of the Term of this Sublease.
2. The CRA shall have the right to place and maintain on the Premises "For Rent" signs during the last thirty (30) days of the term of this Sublease.
3. Subtenant shall, at the expiration of this Sublease, surrender the keys to the Premises to the CRA.

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

24. **Address for Payments and Notices**

24.1. **Notices to the CRA.** Rent payments and notices to the CRA shall be mailed or delivered to the address set forth on the first page of this Sublease, unless the CRA changes the address by written notice to Subtenant.

24.2. **Notices to Subtenant.** Notices to Subtenant shall be mailed or delivered to the Premises and to Subtenant's address set forth on the first page of the Sublease.

24.3. **Mailing of Notice**. All notices required under this Sublease shall be sent either by (a) certified or registered mail, return receipt requested; (b) hand-delivery with a receipt evidencing delivery, or (c) Federal Express or other nationally recognized overnight mail service.

25. **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.

26. **Miscellaneous Provisions.**

26.1. **Inspection Period**. Subtenant shall have thirty (30) days following the execution of this Sublease and receipt of the complete due diligence package in the form of a CD to perform an inspection of the Premises and related documentation in order to ensure suitability of the Premises for Subtenant's intended investment, which shall include ensuring proper zoning to operate as a brewery with a taproom (CMB manufacturing license with a retail license to sell beer (and wine, if Subtenant so desires) for on and off site consumption). During the Inspection Period, the CRA will assist the Subtenant in obtaining a determination from the City that the Premises currently comply with all necessary requirements for the use stated herein so as not to require a new HVAC system or handicap ramp for the rear exit. Subtenant agrees to limit its occupancy to less than 50 in order to achieve the above. If such assurance is not provided in writing by the City's building department and planning and zoning department during the Inspection Period, the Inspection Period may be extended by the Subtenant by giving notice to the CRA in writing that it wishes to extend the Inspection Period until such time as such assurance is provided by the City departments but not longer than 120 days.

26.2. **Captions**. The captions appearing in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Sublease or affect this Sublease in any way.

26.3. **Governing Law**. This Sublease will be governed by the laws of the state of Florida, as to both interpretations and performance.

26.4. **Entire Agreement**. This Sublease sets forth all of the promises, agreements, conditions, and understandings between the CRA and Subtenant 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 Subtenant unless in writing and signed by both of them.

26.5. **Successors and Assigns.** The terms of this Sublease will be binding on the respective successors, representatives, and assigns of the parties.

IN WITNESS WHEREOF, the CRA and Subtenant have duly executed this Sublease Agreement on _____, 2016.

"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

_____

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 _____, 2016 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 _____, 2016 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 _____, 2016, 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

"SUBTENANT":

ODD BREED WILD ALES, LLC

Signed, Sealed and Witnessed
In the Presence of:

Print Name Adriane Esteban

By: _____

Name: Daniel Naumko

Print Name Grace Gdaniec

Print Name Grace Gdaniec

By: _____

Name: Matt Manthe

Print Name Adriane Esteban

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 3rd day of June, 2016 by Daniel Naumko as Managing Member and Matt Manthe as Managing Member of Odd Breed Wild Ales, LLC, who is personally known to me.

Ross A. Appel
COMMISSION #FF913786
EXPIRES: August 27, 2019
WWW.AARONNOTARY.COM

NOTARY'S SEAL:

Ross A. Appel
COMMISSION #FF913786
EXPIRES: August 27, 2019
WWW.AARONNOTARY.COM

NOTARY PUBLIC, STATE OF FLORIDA

Ross Appel
(Name of Acknowledger Typed, Printed or Stamped)

FF913786
Commission Number

RESOLUTION NO. 2010-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 BUSINESS LEASE BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND POMPANO PHARMACY WHOLESALE, INC. FOR PROPERTY LOCATED AT 48 NE FIRST STREET; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. That a Business Lease between the Pompano Beach Community Redevelopment Agency and Pompano Pharmacy Wholesale, Inc., a copy of which Lease 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 Lease 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 23RD day of September, 2010.

LAMAR FISHER, CHAIRPERSON

ATTEST:

MARGARET GALLAGHER, SECRETARY

GBL/jrm
9/13/10
I:reso/2010-396

EXHIBIT A
BUSINESS LEASE

THIS LEASE is made between POMPANO PHARMACY WHOLESALE, INC., hereafter called "Lessor," whose address for purposes of notice under this lease is 60 NE First Street, Pompano Beach, Florida 33060-6602, and POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, hereafter called "Lessee," whose address for purposes of notice under this lease is 100 W. Atlantic Blvd., Pompano Beach, Florida 33060.

The parties agree as follows:

1. AGREEMENT TO LEASE: DESCRIPTION OF THE PROPERTY. Lessor leases to Lessee, and Lessee rents from Lessor, the following described commercial property: 2,500 square feet of structure located at 48 NE First Street, Pompano Beach, Florida 33060, as more fully described in Exhibit "A" attached hereto and made a part hereof, and two (2) parking spaces on the subject property.

2. TERM OF LEASE. The term of the lease is as follows:

The term of this lease shall be a period of one (1) year commencing on January 1, 2014, at 12:01 a.m., and ending at midnight on December 31, 2015. Provided, however, that the Lessee shall have the right to renew this lease for an additional term of five (5) years, on like terms and conditions, by delivering a written notice of intention to renew lease to Lessor no later than 90 days from the end of the term.

3. RENTAL.

The Lessee will contribute Lessor's share of Façade Incentive dollars in Lessee's Façade Program in the amount of Fifteen Thousand Dollars ($15,000.00). The contributions are to be allocated: Five Thousand Dollars ($5,000.00) for the exterior façade treatment for the pharmacy building located at 60 NE First Street, Pompano Beach, Florida; Five Thousand Dollars ($5,000.00) for the building at 48 NE First Street, Pompano Beach, Florida; and Five Thousand Dollars ($5,000.00) for the building at 44 NE First Street, Pompano Beach, Florida. The Lessee will also provide SIP Grant money of not less than Nine Thousand Dollars ($9,000.00) to be applied towards

interior improvements including replacing the HVAC air handler, compressor and new water lines in the building at 48 NE First Street, Pompano Beach, Florida 33060.

4. TAXES. Lessor shall be responsible for all municipal, county, or state taxes assessed during the term of this lease on the leased real property. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of Lessee in and about the premises, provided, however, that if any taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

5. SECURITY DEPOSIT. No security deposit shall be required under this Lease Agreement.

6. SUBORDINATION. This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Lessor desires to place on the property.

7. LESSEE's COVENANTS. Lessee further covenants and agrees as follows:

a. To pay the rent required of it; to use the premises in a careful and proper manner for the express purpose of operating a business office or offices; to commit or permit no waste or damages to the premises; to conduct or permit no business or act that is a nuisance or may be in violation of any Federal, state, or local law or ordinance; to surrender the premises on expiration or termination of this lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee, its successors, sublessees, and assigns (excepting movable furniture, equipment, supplies, inventory, and special air-conditioning equipment installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the premises.

b. To pay its share of costs for electricity, water and sewer to Lessor. Telephone and other utilities secured by Lessee and used on the premises shall be paid directly by Lessee. All those amounts shall be paid within 10 days of becoming due.

EXHIBIT A

c. Lessee shall carry liability insurance insuring Lessor against claims in the amounts to be set forth in Exhibit "B" attached hereto and made a part hereof.

d. To prohibit and refrain from engaging or in allowing any use of leased premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.

e. To indemnify and hold harmless to the extent permitted by law Lessor and the leased premises from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessor or the leased premises by any person or persons for any injury to person or property or damage of whatever kind or character arising from the use or occupancy of the leased premises by Lessee; from any neglect or fault of Lessee or the agents and the employees of Lessee in using and occupying the premises; or from any failure by Lessee to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessor or the leased premises on account of any alleged violations or failure to comply and conform or on account of any damage, omission, neglect, or use of the premises by Lessee, the agents and employees of Lessee, or any other person on the premises, Lessee agrees that Lessee or any other person on the premises will defend it, pay whatever judgments may be recovered against Lessor or against the premises on account of it, and pay for all attorneys' fees in connection with it, including attorneys' fees on appeal.

f. In case of damage to glass, caused by Lessee, its agents and/or invitees in the leased premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

g. At Lessee's expense, to perform all maintenance and repair required to keep the heating and air-conditioning equipment serving the leased premises in good operating condition during the term of this lease and any renewal term.

h. To make no alterations in, additions, or improvements to install any equipment in or maintain signs advertising its business on the premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the premises are made necessary by reason of the special use and occupancy of the premises by Lessee, Lessee agrees that it will make all such alterations, additions, and improvements in

or to the premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.

I. To permit Lessor to enter, inspect, and make such repairs to the leased property as Lessor reasonably may desire, at all reasonable times, and to permit Lessor to put on the leased premises a notice that Lessee may not remove stating that the premises are for rent one month preceding the expiration of this lease.

8. LESSOR's COVENANTS. Lessor covenants and agrees as follows:

a. Lessor will warrant and defend Lessee in the enjoyment and peaceful possession of the premises during the aforesaid term.

b. If the premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenantable, Lessor will have the right to render the premises tenantable by repairs within 90 days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the premises are not rendered tenantable within that time, either party 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 damage. If the lease is not terminated, rent nevertheless shall be abated during the period of time from the date of damage to the date of physical occupancy by Lessee or date of complete restoration, whichever occurs first.

c. To maintain structural portions of the premises, together with exterior portions of the building, its foundation, outer walls, varied conduits, roof, windows, doors, plate glass, the parking lot surfaces and lawn.

9. DEFAULT IN PAYMENT OF RENT. If any rent required by this lease is not paid when due, Lessor will have the option to:

a. Terminate this lease, resume possession of the property, and recover immediately from Lessee the difference between the rent specified in the lease and the fair rental value of the property for the remainder of the term, reduced to present worth; or

b. Resume possession and re-lease or rent the property 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 the lease and the rent received on the re-leasing or renting.

10. DEFAULTS OTHER THAN RENT. If either Lessor or Lessee fails to perform or breaches any agreement on this lease other than the agreement of Lessee to pay rent, and this failure or breach continues for 10 days after a written notice specifying the required performance has been given to the party failing to perform, (a) the party giving notice may institute action in a court of competent jurisdiction to terminate this lease or to complete performance of the agreement, and the losing party in that litigation shall pay the prevailing party all expenses of the litigation, including reasonable attorneys' fees; or (b) Lessor or Lessee may, after 30 days written notice to the other, comply with the agreement or correct any such breach, and the costs of that compliance shall be payable on demand.

11. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its 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.

12. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the leased premises during the lease term, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

13. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this lease agreement or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations 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 Lessor 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 Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with Lessor's knowledge of the breach of any covenant or condition of this lease, receipt will not operate as or be considered to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this lease, or any of Lessor's rights, remedies, privileges, or options under this lease, will be considered to have been made unless made by Lessor in writing.

No surrender of the premises for the remainder of the term of this lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease. Sublessee will be obligated to pay rent directly to Lessor only after sublessor's default in payment and written demand from Lessor to Sublessee to pay rent directly to Lessor.

14. ADDRESSES FOR PAYMENTS AND NOTICES. Rent payments and notices to Lessor shall be mailed or delivered to the address set forth on the first page of this lease, unless Lessor advises Lessee differently in writing.

Notices to Lessee may be mailed or delivered to the leased premises, and proof of mailing or posting of those notices to the leased premises will be considered the equivalent of personal service on Lessee. All notices to either party shall be sent by certified or registered mail, return receipt requested.

15. SALES, ASSIGNMENTS AND SUBLEASES.

a. Lessee shall not assign this Lease Agreement, or sell or sublet the premises subleased, or any part thereof or interest therein, without the prior, express and written consent of Lessor, which consent shall not be unreasonably withheld.

b. This sublease shall not be assigned by operation of law.

c. If consent is once given by Lessor to the assignment of this Sublease Agreement or sublease of the Premises or any interest in this Sublease Agreement, Lessee shall not be barred from subsequently refusing to consent to any further assignment or sublease.

d. Any attempt to sell, assign, or sublet without the consent of Lessor, shall be deemed a default by Lessee, entitling Lessor to reenter pursuant to this Agreement if Lessor so elects.

16. POSTING OF SIGNS, AWNINGS OR MARQUEES BY LESSEE. Lessee agrees that it will not construct or place, or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the premises without Lessor's written consent. Lessee further agrees to remove signs, displays, advertisements or decorations Lessee has placed, or permitted to be placed, on the premises, which, in Lessor's opinion, are offensive or otherwise objectionable. If Lessee fails to remove offensive or objectionable signs, displays, advertisements, or decorations within 15 days after receiving written notice from Lessor to remove them, Lessor reserves the right to enter the premises and remove them, at Lessee's expense.

17. 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 your county health department.

18. CAPTIONS. The captions and paragraphs or letters 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.

19. FLORIDA LAW. This lease will be governed by the laws of the state of Florida, as to both interpretations and performance.

20. ENTIRE AGREEMENT. This lease sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the leased premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this lease will be binding on

EXHIBIT A

Lessor or Lessee unless in writing and signed by them and made a part of this lease by direct reference.

21. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

22. REPRESENTATIVES BOUND HEREBY. The terms of this lease will be binding on the respective successors, representatives, and assigns of the parties.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease Agreement on SEPTEMBER 30, 2010.

"LESSOR":

Signed, Sealed and Witnessed
In the Presence of:

Adrian Esteban

Print Name: Adrian Esteban

Print Name

POMPANO PHARMACY WHOLESALE, INC.
a Florida corporation

By: Charles G. Barger

Print Name CHARLES G. BARGER

Title: Sec, Treas

"LESSEE":

Signed, Sealed and Witnessed
In the Presence of:

Shelley R. Bartholomew

Print Name: Shelley R. Bartholomew

Christine Wodka

Print Name: Christine Wodka

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

By:
Lamar Fisher, Chairman

ATTEST:

Margaret Gallagher, Secretary

EXHIBIT A

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

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

By: _____
Kim Briesemeister, President

and

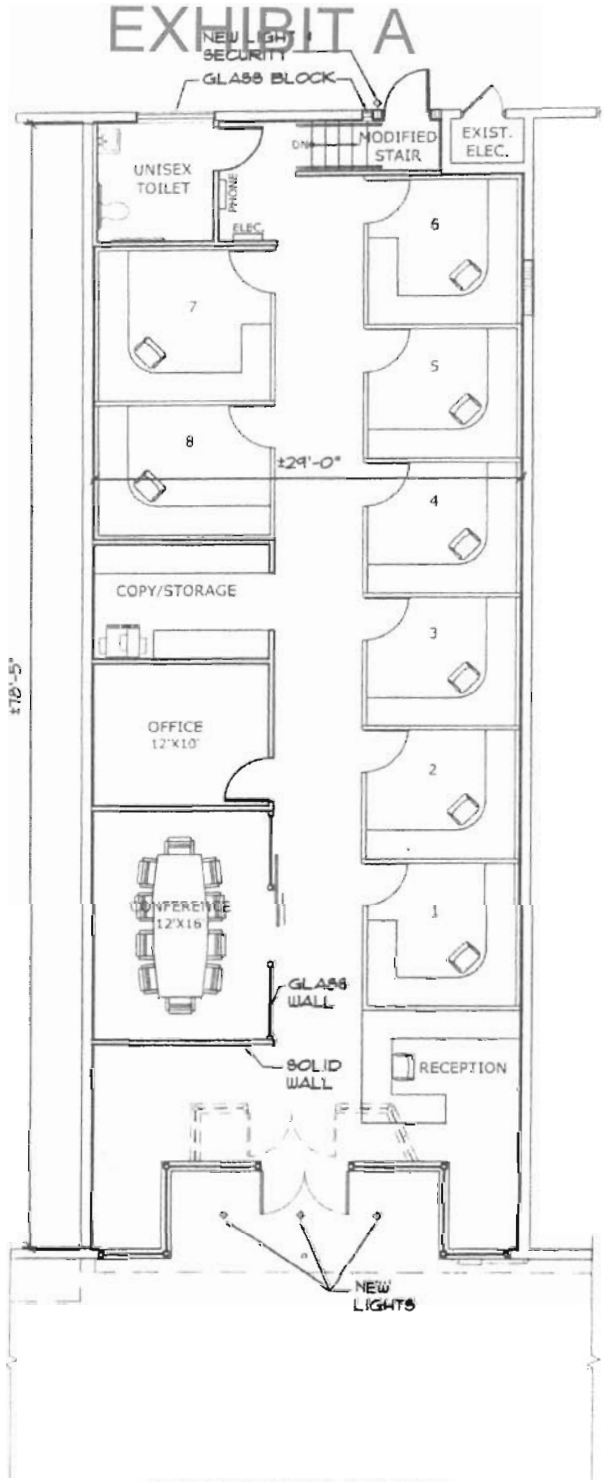
By: _____
Christopher J. Brown
a managing member

Tom Schneider
Print Name: Tom Schneider

Tom Schneider
Print Name: Tom Schneider

GBL/jrm
7/26/10
l:agmt/cra/2010-1563

EXHIBIT A



APPROXIMATE AREA: 2,134 SQFT.
(BASED ON FIELD MEASUREMENTS)

PROPOSED FLOOR PLAN

Exhibit "A"

N

CURRIE SOWARDS AQUILA ARCHITECTS

CRA INCUBATOR SPACE

RESOLUTION NO. 2011-30 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 FIRST AMENDMENT TO THE BUSINESS LEASE BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND POMPANO PHARMACY WHOLESALE, INC. FOR PROPERTY LOCATED AT 50 NE FIRST 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., a copy of which Amendment 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 Amendment 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 18 day of January, 2011.

LAMAR FISHER, CHAIRPERSON

ATTEST:

MARGARET GALLAGHER, SECRETARY

GBL/jrm
1/7/11
l:reso/2011-140

EXHIBIT A

FIRST AMENDMENT

THIS AGREEMENT made and entered into this 20th day of January, 2011, 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 "LESSOR."

W I T N E S S E T H :

WHEREAS, LESSEE entered into a Business Lease with LESSOR for the use of 2500 square feet of a structure located on NE First Street, ("Original Agreement"), and approved by Resolution No. 2010-108; and

WHEREAS, the parties now desire to amend certain terms and conditions to the Original Agreement; and

W I T N E S S E T H :

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth LESSEE and LESSOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference. The Original Agreement executed on September 30, 2010, shall remain in full force and effect except as specifically amended hereinbelow.

EXHIBIT A

2. Paragraph One to the Original Agreement shall be amended as follows:

> 1. AGREEMENT TO LEASE: DESCRIPTION OF THE PROPERTY. Lessor leases to Lessee, and Lessee rents from Lessor, the following described commercial property: 2,500 square feet of structure located at ~~48~~ 50 NE First Street, Pompano Beach, Florida 33060, as more fully described in Exhibit "A" attached hereto and made a part hereof, and two (2) parking spaces on the subject property.

3. Paragraph Three to the Original Agreement shall be amended as follows:

> 3. RENTAL.
>
> The Lessee will contribute Lessor's share of Façade Incentive dollars in Lessee's Façade Program in the amount of Fifteen Thousand Dollars ($15,000.00). The contributions are to be allocated: Five Thousand Dollars ($5,000.00) for the exterior façade treatment for the pharmacy building located at 60 NE First Street, Pompano Beach, Florida; Five Thousand Dollars ($5,000.00) for the building at ~~48~~ 50 NE First Street, Pompano Beach, Florida; and Five Thousand Dollars ($5,000.00) for the building at 44 NE First Street, Pompano Beach, Florida. The Lessee will also provide ~~SIP~~ Strategic Investment Streetscape Program (SISP) Grant money of not less than Nine Thousand Dollars ($9,000.00) to be applied towards ~~interior~~ streetscape related improvements including ~~replacing the HVAC air handler, compressor and~~ removing existing power poles, new electric service, parking lot improvements and new water lines in the building at ~~48~~ 50 NE First Street, Pompano Beach, Florida 33060.

4. That Exhibit "A" of the agreement dated September 30, 2010, between the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY and POMPANO PHARMACY WHOLESALE, INC., be amended as provided in the replacement Exhibit "A" attached hereto and made a part hereof.

5. All other terms and conditions of the said agreement shall remain in full force and effect as provided by the Original Agreement and any previous amendments and renewals thereto, unless earlier terminated pursuant to the provisions of the agreement.

EXHIBIT A

6. That no other amendment to the terms of the said agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

"LESSOR":

Signed, Sealed and Witnessed
In the Presence of:

Adriane Esteban

Print Name: Adriane Esteban

T. Neil Fritz

Print Name T NEIL FRITZ

POMPANO PHARMACY WHOLESALE, INC.
Florida corporation

By: Charles G. Barger

Print Name CHARLES G. BARGER

Title: Treas

"LESSEE":

Signed, Sealed and Witnessed
In the Presence of:

Christine Wodka

Print Name: Christine Wodka

Shelley R. Bartholomew

Print Name: Shelley R. Bartholomew

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Lamar Fisher, Chairman

ATTEST:

_____
Margaret Gallagher, Secretary

EXHIBIT A

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

Thomas L. Schneider

Print Name: THOMAS L. SCHNEIDER

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

By: _____
Kim Briesemeister, President

Thomas L. Schneider

Print Name: THOMAS L. SCHNEIDER

and

By: _____
Christopher J. Brown
a managing member

/jrm
1/11/11
1:agr/cra/2011-502

EXHIBIT A

EXHIBIT "A"

LEGAL DESCRIPTION

The West 70 feet of the East 140 feet of the South 80 feet of the North 93 feet of Lot 11, and the South 7 feet of the East 140 feet of Lot 11 and the North 8 feet of the East 140 feet of Lot 12, both Lots of the Resubdivision of Lot 15, a subdivision of Section 35, Township 48 South, Range 42 East, according to the plat thereof, recorded in Plat Book "B", Page 76 of the Public Records of Dade County, Florida.

RESOLUTION NO. 2015-30 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 SECOND AMENDMENT TO THE BUSINESS LEASE BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND POMPANO PHARMACY WHOLESALE, INC., FOR THE PROPERTY LOCATED AT 50 NE FIRST 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. for the property located at 50 NE First 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 22nd day of January, 2015.

LAMAR FISHER, CHAIRPERSON

ATTEST:

MARGARET GALLAGHER, SECRETARY

GBL/jrm
12/3/14
l:reso/cra/2015-126

EXHIBIT A

SECOND AMENDMENT

THIS SECOND AMENDMENT is entered into on the 22nd day of January, 2015, 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 "LESSOR."

WHEREAS, LESSEE entered into a Business Lease with LESSOR for the use of 2500 square feet of a structure located on NE First Street, ("Original Agreement"), and approved by Resolution No. 2010-108, which is scheduled to terminate on December 31, 2014 (despite the scrivener's error which says December 31, 2015); and

WHEREAS, the parties entered into a First Amendment to the Original Agreement on January 20, 2011, approved by Resolution No. 2011-30; and

WHEREAS, Lessee has timely exercised its right to renew the term of the Lease for an additional five (5) years pursuant to Section 2 thereof, on like terms and conditions as the Original Agreement.

WITNESSETH:

NOW, THEREFORE, the parties agree as follows:

EXHIBIT A

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement, as modified by the First Amendment, copies of which are attached hereto as Composite Exhibit "A," shall remain in full force and effect except as specifically amended hereinbelow.

3. Section 2, Term of Lease, to the Original Agreement is hereby amended as follows:

> 2. TERM OF LEASE. The term of the lease is as follows:
>
> . . .
>
> The term of the Lease is hereby extended for an additional five (5) years (the "Renewal Term"), commencing on January 1, 2015 at 12:01 a.m. and ending at 11:59 p.m. on December 31, 2019. Lessee has no further rights to extend the term of the Lease beyond December 31, 2019.

4. Section 3, Rental, to the Original Agreement is hereby amended to add the following new sentence at the end thereof:

> 3. RENTAL.
>
> . . .
>
> The annual rent for the Premises during the Renewal Term shall be Twenty-Four Thousand and 00/100 ($24,000.00) Dollars plus any applicable tax due thereon, payable in advance commencing January 1, 2015, and on the first (1st) day of January of each year thereafter of the Renewal Term.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Original Agreement as amended.

EXHIBIT A

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:

Betty J. Manes

Print Name: Betty J. Manes

Shelley R. Bartholomew

Print Name: Shelley R. Bartholomew

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Lamar Fisher, Chairman

ATTEST:

_____
Margaret Gallagher, Secretary

Courtney Easley

Print Name: Courtney Easley

Courtney Easley

Print Name: Courtney

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

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

By: _____
Kim Briesemeister, President

and

By: _____
Christopher J. Brown
a managing member

EXHIBIT A

"LESSOR":

Signed, Sealed and Witnessed
In the Presence of:

Andrea Baisley

Print Name. Andrea Baisley

Mary E. D'Ardenne

Print Name Mary E. D'Ardenne

POMPANO PHARMACY WHOLESALE, INC.
Florida corporation

By: Charles G. Barger

Print Name CHARLES G. BARGER

Title: TREAS

GBL/jrm
12/15/14
l:agr/cra/2014-301

EXHIBIT A

EXHIBIT "A"

RESOLUTION NO. 2010 - 108

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A BUSINESS LEASE BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND POMPANO PHARMACY WHOLESALE, INC. FOR PROPERTY LOCATED AT 48 NE FIRST STREET; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. That a Business Lease between the Pompano Beach Community Redevelopment Agency and Pompano Pharmacy Wholesale, Inc., a copy of which Lease 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 Lease 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 23rd day of September, 2010.

LAMAR FISHER, CHAIRPERSON

ATTEST:

MARGARET GALLAGHER, SECRETARY

GBL/jrm
9/13/10
l:reso 2010-396

EXHIBIT A

EXHIBIT "A"

BUSINESS LEASE

THIS LEASE is made between POMPANO PHARMACY WHOLESALE, INC., hereafter called "Lessor," whose address for purposes of notice under this lease is 60 NE First Street, Pompano Beach, Florida 33060-6602, and POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, hereafter called "Lessee," whose address for purposes of notice under this lease is 100 W. Atlantic Blvd., Pompano Beach, Florida 33060.

The parties agree as follows:

1. AGREEMENT TO LEASE: DESCRIPTION OF THE PROPERTY. Lessor leases to Lessee, and Lessee rents from Lessor, the following described commercial property: 2,500 square feet of structure located at 48 NE First Street, Pompano Beach, Florida 33060, as more fully described in Exhibit "A" attached hereto and made a part hereof, and two (2) parking spaces on the subject property.

2. TERM OF LEASE. The term of the lease is as follows:

The term of this lease shall be a period of one (1) year commencing on January 1, 2014, at 12:01 a.m., and ending at midnight on December 31, 2015. Provided, however, that the Lessee shall have the right to renew this lease for an additional term of five (5) years, on like terms and conditions, by delivering a written notice of intention to renew lease to Lessor no later than 90 days from the end of the term.

3. RENTAL.

The Lessee will contribute Lessor's share of Façade Incentive dollars in Lessee's Façade Program in the amount of Fifteen Thousand Dollars ($15,000.00). The contributions are to be allocated: Five Thousand Dollars ($5,000.00) for the exterior façade treatment for the pharmacy building located at 60 NE First Street, Pompano Beach, Florida; Five Thousand Dollars ($5,000.00) for the building at 48 NE First Street, Pompano Beach, Florida; and Five Thousand Dollars ($5,000.00) for the building at 44 NE First Street, Pompano Beach, Florida. The Lessee will also provide SIP Grant money of not less than Nine Thousand Dollars ($9,000.00) to be applied towards

interior improvements including replacing the HVAC air handler, compressor and new water lines in the building at 48 NE First Street, Pompano Beach, Florida 33060.

4. TAXES. Lessor shall be responsible for all municipal, county, or state taxes assessed during the term of this lease on the leased real property. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of Lessee in and about the premises, provided, however, that if any taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

5. SECURITY DEPOSIT. No security deposit shall be required under this Lease Agreement.

6. SUBORDINATION. This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Lessor desires to place on the property.

7. LESSEE's COVENANTS. Lessee further covenants and agrees as follows:

a. To pay the rent required of it; to use the premises in a careful and proper manner for the express purpose of operating a business office or offices; to commit or permit no waste or damages to the premises; to conduct or permit no business or act that is a nuisance or may be in violation of any Federal, state, or local law or ordinance; to surrender the premises on expiration or termination of this lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee, its successors, sublessees, and assigns (excepting movable furniture, equipment, supplies, inventory, and special air-conditioning equipment installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the premises.

b. To pay its share of costs for electricity, water and sewer to Lessor. Telephone and other utilities secured by Lessee and used on the premises shall be paid directly by Lessee. All those amounts shall be paid within 10 days of becoming due.

c. Lessee shall carry liability insurance insuring Lessor against claims in the amounts to be set forth in Exhibit "B" attached hereto and made a part hereof.

d. To prohibit and refrain from engaging or in allowing any use of leased premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.

e. To indemnify and hold harmless to the extent permitted by law Lessor and the leased premises from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessor or the leased premises by any person or persons for any injury to person or property or damage of whatever kind or character arising from the use or occupancy of the leased premises by Lessee; from any neglect or fault of Lessee or the agents and the employees of Lessee in using and occupying the premises; or from any failure by Lessee to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessor or the leased premises on account of any alleged violations or failure to comply and conform or on account of any damage, omission, neglect, or use of the premises by Lessee, the agents and employees of Lessee, or any other person on the premises, Lessee agrees that Lessee or any other person on the premises will defend it, pay whatever judgments may be recovered against Lessor or against the premises on account of it, and pay for all attorneys' fees in connection with it, including attorneys' fees on appeal.

f. In case of damage to glass, caused by Lessee, its agents and/or invitees in the leased premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

g. At Lessee's expense, to perform all maintenance and repair required to keep the heating and air-conditioning equipment serving the leased premises in good operating condition during the term of this lease and any renewal term.

h. To make no alterations in, additions, or improvements to install any equipment in or maintain signs advertising its business on the premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the premises are made necessary by reason of the special use and occupancy of the premises by Lessee, Lessee agrees that it will make all such alterations, additions, and improvements in

or to the premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.

I. To permit Lessor to enter, inspect, and make such repairs to the leased property as Lessor reasonably may desire, at all reasonable times, and to permit Lessor to put on the leased premises a notice that Lessee may not remove stating that the premises are for rent one month preceding the expiration of this lease.

8. LESSOR's COVENANTS. Lessor covenants and agrees as follows:

a. Lessor will warrant and defend Lessee in the enjoyment and peaceful possession of the premises during the aforesaid term.

b. If the premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenantable, Lessor will have the right to render the premises tenantable by repairs within 90 days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the premises are not rendered tenantable within that time, either party 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 damage. If the lease is not terminated, rent nevertheless shall be abated during the period of time from the date of damage to the date of physical occupancy by Lessee or date of complete restoration, whichever occurs first.

c. To maintain structural portions of the premises, together with exterior portions of the building, its foundation, outer walls, varied conduits, roof, windows, doors, plate glass, the parking lot surfaces and lawn.

9. DEFAULT IN PAYMENT OF RENT. If any rent required by this lease is not paid when due, Lessor will have the option to:

a. Terminate this lease, resume possession of the property, and recover immediately from Lessee the difference between the rent specified in the lease and the fair rental value of the property for the remainder of the term, reduced to present worth; or

b. Resume possession and re-lease or rent the property 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 the lease and the rent received on the re-leasing or renting.

10. DEFAULTS OTHER THAN RENT. If either Lessor or Lessee fails to perform or breaches any agreement on this lease other than the agreement of Lessee to pay rent, and this failure or breach continues for 10 days after a written notice specifying the required performance has been given to the party failing to perform, (a) the party giving notice may institute action in a court of competent jurisdiction to terminate this lease or to complete performance of the agreement, and the losing party in that litigation shall pay the prevailing party all expenses of the litigation, including reasonable attorneys' fees; or (b) Lessor or Lessee may, after 30 days written notice to the other, comply with the agreement or correct any such breach, and the costs of that compliance shall be payable on demand.

11. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its 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.

12. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the leased premises during the lease term, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

13. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this lease agreement or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations 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 Lessor 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 Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with Lessor's knowledge of the breach of any covenant or condition of this lease, receipt will not operate as or be considered to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this lease, or any of Lessor's rights, remedies, privileges, or options under this lease, will be considered to have been made unless made by Lessor in writing.

No surrender of the premises for the remainder of the term of this lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease. Sublessee will be obligated to pay rent directly to Lessor only after sublessor's default in payment and written demand from Lessor to Sublessee to pay rent directly to Lessor.

14. ADDRESSES FOR PAYMENTS AND NOTICES. Rent payments and notices to Lessor shall be mailed or delivered to the address set forth on the first page of this lease, unless Lessor advises Lessee differently in writing.

Notices to Lessee may be mailed or delivered to the leased premises, and proof of mailing or posting of those notices to the leased premises will be considered the equivalent of personal service on Lessee. All notices to either party shall be sent by certified or registered mail, return receipt requested.

15. SALES, ASSIGNMENTS AND SUBLEASES.

a. Lessee shall not assign this Lease Agreement, or sell or sublet the premises subleased, or any part thereof or interest therein, without the prior, express and written consent of Lessor, which consent shall not be unreasonably withheld.

b. This sublease shall not be assigned by operation of law.

c. If consent is once given by Lessor to the assignment of this Sublease Agreement or sublease of the Premises or any interest in this Sublease Agreement, Lessee shall not be barred from subsequently refusing to consent to any further assignment or sublease.

d. Any attempt to sell, assign, or sublet without the consent of Lessor, shall be deemed a default by Lessee, entitling Lessor to reenter pursuant to this Agreement if Lessor so elects.

16. POSTING OF SIGNS, AWNINGS OR MARQUEES BY LESSEE. Lessee agrees that it will not construct or place, or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the premises without Lessor's written consent. Lessee further agrees to remove signs, displays, advertisements or decorations Lessee has placed, or permitted to be placed, on the premises, which, in Lessor's opinion, are offensive or otherwise objectionable. If Lessee fails to remove offensive or objectionable signs, displays, advertisements, or decorations within 15 days after receiving written notice from Lessor to remove them, Lessor reserves the right to enter the premises and remove them, at Lessee's expense.

17. 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 your county health department.

18. CAPTIONS. The captions and paragraphs or letters 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.

19. FLORIDA LAW. This lease will be governed by the laws of the state of Florida, as to both interpretations and performance.

20. ENTIRE AGREEMENT. This lease sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the leased premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this lease will be binding on

EXHIBIT A

EXHIBIT "A"

Lessor or Lessee unless in writing and signed by them and made a part of this lease by direct reference.

21. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

22. REPRESENTATIVES BOUND HEREBY. The terms of this lease will be binding on the respective successors, representatives, and assigns of the parties.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease Agreement on SEPTEMBER 30, 2010.

"LESSOR":

Signed, Sealed and Witnessed
In the Presence of:

Adrian Esteban

Print Name: Adrian Esteban

Print Name

POMPANO PHARMACY WHOLESALE, INC.
a Florida corporation

By:

Print Name CHARLES G. BARGER

Title: Sec, Treas

"LESSEE":

Signed, Sealed and Witnessed
In the Presence of:

Shelley R. Bartholomew

Print Name: Shelley R. Bartholomew

Christine Wodka

Print Name: Christine Wodka

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

By:
Lamar Fisher, Chairman

ATTEST:

Margaret Gallagher, Secretary

EXHIBIT A

EXHIBIT "A"

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

Tom Schneider

Print Name: Tom Schneider

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

By: _____
Kim Briesemeister, President

Tom Schneider

Print Name: Tom Schneider

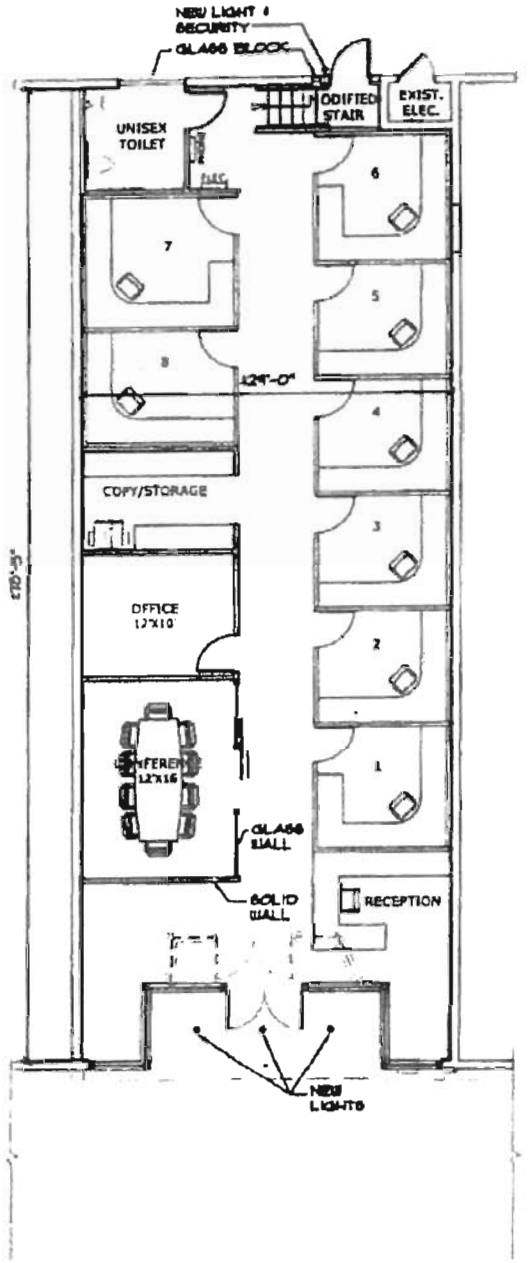
and

By: _____
Christopher J. Brown
a managing member

GBL/jrm
7/26/10
l:agmt/cra/2010-1563

EXHIBIT A

EXHIBIT "A"



APPROXIMATE AREA: 2,134 SQ.FT.
(BASED ON FIELD MEASUREMENTS)

PROPOSED FLOOR PLAN

Exhibit "A"

N

EXHIBIT A

EXHIBIT "A"

RESOLUTION NO. 2011-30

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 BUSINESS LEASE BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND POMPANO PHARMACY WHOLESALE, INC. FOR PROPERTY LOCATED AT 50 NE FIRST 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., a copy of which Amendment 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 Amendment 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 18 day of January, 2011.

LAMAR FISHER, CHAIRPERSON

ATTEST:

MARGARET GALLAGHER, SECRETARY

GBL/jm
1/7/11
l:reso/2011-140

EXHIBIT A

EXHIBIT "A"

FIRST AMENDMENT

THIS AGREEMENT made and entered into this 20th day of January, 2011, 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 "LESSOR."

WITNESSETH:

WHEREAS, LESSEE entered into a Business Lease with LESSOR for the use of 2500 square feet of a structure located on NE First Street, ("Original Agreement"), and approved by Resolution No. 2010-108; and

WHEREAS, the parties now desire to amend certain terms and conditions to the Original Agreement; and

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth LESSEE and LESSOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference. The Original Agreement executed on September 30, 2010, shall remain in full force and effect except as specifically amended hereinbelow.

EXHIBIT A

EXHIBIT "A"

2. Paragraph One to the Original Agreement shall be amended as follows:

> 1. AGREEMENT TO LEASE: DESCRIPTION OF THE PROPERTY. Lessor leases to Lessee, and Lessee rents from Lessor, the following described commercial property: 2,500 square feet of structure located at 48 50 NE First Street, Pompano Beach, Florida 33060, as more fully described in Exhibit "A" attached hereto and made a part hereof, and two (2) parking spaces on the subject property.

3. Paragraph Three to the Original Agreement shall be amended as follows:

> 3. RENTAL.
>
> The Lessee will contribute Lessor's share of Façade Incentive dollars in Lessee's Façade Program in the amount of Fifteen Thousand Dollars ($15,000.00). The contributions are to be allocated: Five Thousand Dollars ($5,000.00) for the exterior façade treatment for the pharmacy building located at 60 NE First Street, Pompano Beach, Florida; Five Thousand Dollars ($5,000.00) for the building at 48 50 NE First Street, Pompano Beach, Florida; and Five Thousand Dollars ($5,000.00) for the building at 44 NE First Street, Pompano Beach, Florida. The Lessee will also provide ~~SIP~~ Strategic Investment Streetscape Program (SISP) Grant money of not less than Nine Thousand Dollars ($9,000.00) to be applied towards ~~interior~~ streetscape related improvements including ~~replacing the HVAC air handler, compressor and~~ removing existing power poles, new electric service, parking lot improvements and new water lines in the building at 48 50 NE First Street, Pompano Beach, Florida 33060.

4. That Exhibit "A" of the agreement dated September 30, 2010, between the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY and POMPANO PHARMACY WHOLESALE, INC., be amended as provided in the replacement Exhibit "A" attached hereto and made a part hereof.

5. All other terms and conditions of the said agreement shall remain in full force and effect as provided by the Original Agreement and any previous amendments and renewals thereto, unless earlier terminated pursuant to the provisions of the agreement.

EXHIBIT A

EXHIBIT "A"

6. That no other amendment to the terms of the said agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

"LESSOR":

Signed, Sealed and Witnessed
In the Presence of:

Adriane Esteban

Print Name: Adriane Esteban

T. Neil Fritz

Print Name: T NEIL FRITZ

POMPANO PHARMACY WHOLESALE, INC.
Florida corporation

By: Charles G. Barger

Print Name: CHARLES G. BARGER

Title: Treas

"LESSEE":

Signed, Sealed and Witnessed
In the Presence of:

Christine Wodka

Print Name: Christine Wodka

Shelley R. Bartholomew

Print Name: Shelley R. Bartholomew

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Lamar Fisher, Chairman

ATTEST:

_____
Margaret Gallagher, Secretary

EXHIBIT A

EXHIBIT "A"

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

Thomas L. Schneider

Print Name: THOMAS L. SCHNEIDER

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

By: _____
Kim Briesemeister, President

Thomas L. Schneider

Print Name: THOMAS L. SCHNEIDER

and

By: _____
Christopher J. Brown
a managing member

/jrm
1/11/11
l:agr/cra/2011-502

EXHIBIT A

EXHIBIT "A"

EXHIBIT "A"

LEGAL DESCRIPTION

The West 70 feet of the East 140 feet of the South 80 feet of the North 93 feet of Lot 11, and the South 7 feet of the East 140 feet of Lot 11 and the North 8 feet of the East 140 feet of Lot 12, both Lots of the Resubdivision of Lot 15, a subdivision of Section 35, Township 48 South, Range 42 East, according to the plat thereof, recorded in Plat Book "B", Page 76 of the Public Records of Dade County, Florida.

EXHIBIT B

INSURANCE REQUIREMENTS

SUBTENANT shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone (954 786-5555) or email (eddie.beecher@copbfl.com) should you have any questions regarding the terms and conditions set forth in this Article. Proof of the insurance coverage required hereunder shall be mailed to Risk Management, PO Box 1300, Pompano Beach, FL 33061.

SUBTENANT is responsible to deliver to the CITY's Risk Manager for his timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CRA as an additional insured on all such coverage.

Throughout the term of this Agreement, CRA, by and through the CITY'S Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CRA reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CRA's review or acceptance of insurance maintained by SUBTENANT, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by SUBTENANT under this Agreement.

Throughout the term of this Agreement, SUBTENANT and all other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and minimum limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which SUBTENANT is obligated to pay compensation to employees engaged in the performance of the work. SUBTENANT further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the CRA and the Landlord as an additional insureds as their interests may appear, on General Liability Insurance only, relative to claims which arise from SUBTENANT's negligent acts or omissions in connection with SUBTENANT's performance under this Agreement.

(2) Such Liability insurance shall include the following <u>checked types of insurance</u> and indicated minimum policy limits.

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum $1,000,000 Per Occurrence and $1,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
XX explosion & collapse hazard	
__ underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
XX alcohol sales	

AUTOMOBILE LIABILITY:	Minimum $200,000 Per Occurrence and $300,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX comprehensive form	
XX owned	
XX hired	
XX non-owned	

REAL & PERSONAL PROPERTY

XX comprehensive form	Agent must show proof they have this coverage.

EXCESS LIABILITY	Minimum per Occurrence and Aggregate		
__ other than umbrella	bodily injury and property damage combined	$1,000,000	$1,000,000

PROFESSIONAL LIABILITY	Per Occurrence	Aggregate
__ * Policy to be written on a claims made basis	$1,000,000	$1,000,000

C. Employer's Liability. SUBTENANT or other agents shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars ($100,000.00) per employee, Five Hundred Thousand Dollars ($500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the SUBTENANT, the SUBTENANT shall promptly provide the following:

(1) Certificates of Insurance evidencing the required coverage;

(2) Names and addresses of companies providing coverage;

(3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CRA thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CRA.

F. Waiver of Subrogation. SUBTENANT hereby waives any and all right of subrogation against the CRA, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then SUBTENANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should SUBTENANT enter into such an agreement on a pre-loss basis.