POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY

Meeting Date: March 20, 2018 Agenda Item 4

REQUESTED CRA BOARD ACTION:

X Resolution(s) ____ Consideration X Approval ____ Other

SHORT TITLE OR MOTION: A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A SUBLEASE AGREEMENT BETWEEN THE CRA AND CITY VISTA COMMERCIAL, LLC RELATING TO GROUND FLOOR COMMERCIAL SPACE LOCATED AT 501 DR. MARTIN LUTHER KING, JR. BOULEVARD, POMPANO BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Staff is seeking CRA Board approval to enter into a sublease agreement with City Vista Commercial, LLC for a period of ten (10) years to occupy City Vista's ground floor commercial space located at 501 Dr. Martin Luther King, Jr. Boulevard, Pompano Beach, Florida, which will be run as a co-working space. If the sublease agreement is approved, the CRA intends to solicit bids from co-working management companies to program and manage the space, as well as pay the costs associated with running the space (rent, utilities, etc.).

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Staff
(2) Primary staff contact: Jordan Pace Ext. 7835
(3) Expiration of contract, if applicable: March 20, 2028
(4) Fiscal impact and source of funding: $39,624 per year with 3% annual rent increase.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER

X CRA Executive Director — Greg Harrison
X CRA Attorney — Claudia M. McKenna
X Finance Director — A. Leon-Gro

ACTION PREVIOUSLY TAKEN BY CRA BOARD:

Resolution	Consideration	Other:
Results:	Results:	Results:

CRA
POMPANO BEACH
P. O. Drawer 1300
Pompano Beach, FL 33061
Phone: (954) 786-5535
Fax: (954) 786-7836

MEMORANDUM

Date: **March 13, 2018**

To: **Community Redevelopment Agency Board**

From: **Jordan Pace**

Thru: **Greg Harrison, Executive Director**

Subject: **City Vista Co-Working Sublease**

Issue:
Staff is seeking CRA Board approval to enter into a sublease agreement with City Vista Commercial, LLC to occupy City Vista's ground floor commercial space as a co-working space.

Recommendation:
CRA recommends approval of the Resolution.

Background:
Staff is seeking CRA Board approval to enter into a sublease agreement with City Vista Commercial, LLC for a period of ten (10) years to occupy City Vista's ground floor commercial space located at 501 Dr. Martin Luther King, Jr. Boulevard, Pompano Beach, Florida, which will be run as a co-working space. If the sublease agreement is approved, the CRA intends to solicit bids from co-working management companies to program and manage the space, as well as pay the costs associated with running the space (rent, utilities, etc.).

Co-working spaces are open-concept work environments aimed at attracting at-home professionals, independent contractors, and newer, smaller businesses. There are two (2) main benefits that are derived from utilizing the co-working model: (1) Collaboration and (2) Cost effectiveness. Due to its shared workplace and open concept, co-working spaces encourage collaboration between members of different professions who may need assistance from others. Additionally, co-working spaces allow for members to share overhead costs, which can oftentimes be cost prohibitive for small businesses and a deterrent to the entrepreneurial spirit.

The impetus for utilizing a co-working space on the ground floor of City Vista's new apartment complex was the shuttering of the CRA's Business Resource Center, which was closed to make way for Odd Breed Wild Ales. The co-working space at City Vista will once again provide a location for Pompano Beach's entrepreneurs and non-profits who are just starting out or looking to expand beyond working from home.

RESOLUTION NO. 2018-_____

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A PROPERTY DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CRA AND GO ECO HOMES, LLC. RELATING TO SIX VACANT INFILL HOUSING PARCELS IN THE NORTHWEST CRA DISTRICT; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Property Disposition and Development Agreement between the Pompano Beach Community Redevelopment Agency and GO ECO Homes, LLC, relating to six vacant infill housing parcels in the Northwest CRA District. This Resolution shall become effective April 3, 2018, after the expiration of the 30 day disposition notice period required by Chapter 163, Florida Statutes, and if no other proposals are received pursuant to such notice. 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.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of March, 2018.

_____
LAMAR FISHER, CHAIRPERSON

ATTEST:

_____
MARSHA CARMICHAEL, SECRETARY

SUBLEASE AGREEMENT

This Sublease Agreement ("Sublease") is made between **CITY VISTA COMMERCIAL, LLC,** a Florida for profit corporation, whose address for purposes of notice under this Sublease is 3050 Biscayne Boulevard, Suite 300, Miami, FL 33137 (the "Lessor") and **POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes, whose address for purposes of notice under this Sublease is 100 West Atlantic Blvd., Room 276, Pompano Beach, Florida 33060 (the "Tenant").

Recitals

Tenant desires to sublease certain property in the City of Pompano Beach, Florida for use as collaborative workspace and other office-related uses.

Lessor is the lessee of a certain parcel of real property in the City, pursuant to that certain Commercial Space Lease Agreement dated as of _____, 2018 by and between City Vista Associates, LLC, a Florida limited liability company ("Master Landlord") as lessor therein and Lessor, as lessee therein (the "Master Lease"). A copy of the Master Lease is attached hereto as Exhibit "D", and is incorporated herein by reference.

Agreement

In consideration of the mutual covenants and agreements set forth in this Sublease, Lessor, Tenant and City agree as follows:

1) **Sublease of Property.**

   a) **Sublease**. Lessor hereby subleases to Tenant, and Tenant sublets and rents from Lessor, the following described property (the "Premises"): 3,302 square feet located on the ground floor of the building located at 501 Hammondville Road, Pompano Beach, Florida 33060.

   b) **No Broker**. Lessor and Tenant acknowledge that no real estate broker is engaged by either party, and each party agrees to indemnify and hold the other harmless from and against any claims by any broker, salesman, agent or other person claiming a commission or other form of compensation by virtue of having dealt with it with regard to this transaction. The provisions of this paragraph shall survive the termination of this Sublease.

   c) **Master Lease**. This Sublease is subject to all the provisions in the Master Lease. Neither Lessor nor Tenant shall commit or permit to be committed any act or omission that will violate any provisions of the Master Lease with respect to the Premises. If the Master Landlord ceases to have control over the Premises due to any default committed under any loan documents to which it is a party or under its Amended and Restated Operating Agreement, and its lender or investor member directly or indirectly assumes control of the Premises, the leasehold estate of Tenant shall not be disturbed, and Tenant shall have the right to continued undisturbed possession of the Premises either as a subtenant under any successor in interest to Lessor, or directly as a tenant of any successor to Master Landlord, as the case may be. If the Master Lease shall terminate due to casualty loss or condemnation, this Sublease shall terminate, and the parties shall be relieved from all liabilities and obligations under this Sublease, except with respect to any obligations which specifically survive the termination or expiration of this Sublease. This Sublease is made

expressly subject to the terms, covenants and conditions of the Master Lease, and Tenant agrees to be subject to all conditions and restrictions to which Lessor is subject. Any act required to be performed by Lessor pursuant to the terms of the Master Lease in respect of the Premises which may be performed by Tenant shall be deemed to be performed by Lessor and shall be accepted by Master Landlord as Lessor's act, provided such act is otherwise performed in accordance with the terms of the Master Lease. Nothing herein contained shall be construed to modify, waive, impair or otherwise affect any of the covenants, agreements, terms, provisions or conditions in the Master Lease (except as herein expressly provided), and all covenants, agreements, terms, provisions and conditions of the Master Lease are hereby mutually declared to be in full force and effect. It is the express intention of the parties of this Sublease that the Master Lease is incorporated into this Sublease.

2) **Premises**. The Premises are comprised of ground floor commercial space with available on-street parking (i.e., in the public right-of-way). The Premises are reflected in Exhibit "A" attached hereto. There shall be no on-site parking available for use by Tenant.

3) **Use**. General office use. Any other use by Tenant or any sub-tenant shall be subject to approval by Lessor. Tenant shall not use the Premises for any Prohibited Use listed on Exhibit "B" attached hereto. Tenant's hours of operation shall not be earlier than 8:00 a.m., and no later than 9:00 p.m., on Monday-Saturday.

4) **Lease Term.** The initial term ("Initial Term") of this Sublease shall be a period of ten (10) years with the Tenant's option as provided in Section 8, below, to extend the Initial Term for two (2) consecutive five year periods.

5) **Sublease Commencement Date.** The "Sublease Commencement Date" shall be the date which is thirty (30) days following the earlier of issuance of:

   a) Temporary certificate of completion or certificate of occupancy for the Premises, or

   b) A final certificate of completion or certificate of occupancy for the Premises. Lessor will notify Tenant upon receipt of the foregoing TCO or CO which triggers the Sublease Commencement Date.

6) **Possession.** The Tenant shall receive possession of the Premises on the Sublease Commencement Date.

7) **Rent**. The rental amounts for the Premises shall be as follows:

   a) $39,624 per year (the "Rent"), plus applicable sales tax. Rent shall include trash service, general repair and maintenance of exterior common spaces (except for exterior glass and storefront to Premises), exterior lighting, landscaping, and property insurance for the exterior building envelope of the Premises. Rent does not include any security (manned or un-manned) for either the Premises or the common area of the Building.

   b) **Annual Rent Increase.**

      After the first year of the Initial Term, the annual Rent for the Premises will be increased three percent (3.0%) annually on each anniversary of the Lease Commencement Date during the Initial Term, as may be extended pursuant to Section 8, below.

c) **Rent Payments**. Tenant shall make Rent payments in monthly installments, which will be due on the first day of each calendar month; provided, however, that prorated partial Rent for the first month of the Initial Term shall be payable by the date which is not later than two (2) business days prior to the Sublease Commencement Date.

d) **Invoices**. Lessor agrees to provide an invoice for Rent to Tenant at least ten (10) days prior to the date Rent is due. If Lessor fails to send an invoice timely, the time for Tenant to pay Rent will be extended until ten days after Tenant receives the invoice from Lessor.

8) **Option to Renew**. Provided that Tenant shall not then be in default hereunder, Tenant shall have the right to renew this Sublease for up to two (2) consecutive additional terms ("Renewal Terms") of five (5) years each, on the terms and conditions of this Sublease, by delivering to Lessor a written notice of its intention to renew this Sublease to Lessor no later than 90 days prior to the end of the Initial Term or the Renewal Term then in effect. Tenant's failure to timely deliver written notice of its intention to exercise the renewal options provided herein shall be deemed to be a waiver of the applicable extension option and this Sublease shall therefore terminate upon the expiration of the Term or the First Renewal Term, as applicable. The Initial Term and Renewal Terms are collectively referred to as the "Term."

a) The CRA Executive Director shall have the authority to exercise the option to renew this Sublease.

b) After the Initial Term, this Sublease may be terminated without cause by either the Tenant or Lessor by providing a ninety (90) day written notice upon the other party. Upon expiration or any earlier termination of this Sublease, Tenant shall leave the Premises in broom-clean condition without any damage to the Premises other than ordinary wear and tear, and shall remove any or all such trade fixtures as it may have installed in the Premises, and Tenant shall repair and restore any damage or injury to the Premises caused by the installation and/or removal of any such trade fixtures.

9) **Tenant Operating Expenses.** In addition to the Rent, Tenant shall pay for its own electricity, water and sewer (all of which shall be separately metered to the Premises), cleaning of the exterior glass and interior space of the Premises, as well as janitorial, trash services, and pest control required for the Premises.

In the event the electric, water and sewer serving the Premises are not separately metered or invoiced by the utility provider, Tenant, at its own expense, shall arrange for sub-metering of the same and shall pay for the ongoing usage of said services. Tenant shall remain responsible for the payment of all utility service consumed within the Premises by any permitted sub-tenant, even if such service is separately sub-metered. It is acknowledged that there is no natural gas service to the Premises and Lessor shall have no obligation to provide same. In the event Tenant desires to obtain security (manned or un-manned) for the Premises or the common area of the Building, Tenant shall request consent for same from Lessor, which consent shall be in Lessor's reasonable discretion. Any such security, if approved by Lessor, shall be at Tenant's expense.

Tenant shall provide a certificate of self-funded insurance to Lessor evidencing that fact that Tenant has, and will continue to have throughout the Lease Term, coverage for $200,000 of bodily injury and/or property damage per person, or $300,000 of bodily injury and/or property

damage per occurrence, with both limits subject to increase to $1,000,000 per occurrence for general liability, to enable it to pay for any and all claims, losses, expenses and damages, including but not limited to reasonable attorneys' fees, suffered by or imposed on Lessor on account of the negligent or willful act or omission of Tenant, its employees, agents or invitees in or about the Premises.

10) **Base Improvements.** Lessor shall, at its sole expense:

Deliver the Premises with a concrete floor slab, HVAC equipment and duct work (excluding vents), electric service, exterior doors, fire alarm, fire sprinklers, fire safety equipment and storefront glass and doors (the "Base Improvements"). The Base Improvements exclude the Tenant Improvements Allowance referenced below.

11) **Tenant Improvements Allowance.** Lessor and Tenant have agreed on a floor plan which is attached as Exhibit "C" hereto, showing the layout for the build out of the Premises (the "Floor Plan"). Lessor will provide an allowance of up to $150,000 to pay for certain improvements to the Premises, including the cost of flooring materials and installation, ceiling covering, metal drywall studs and drywall, millwork, interior doors, door trim and hardware, storefront covering/blinds, wall coverings, wall paint, adequate number of bathrooms as required by code, and mechanical vents, electrical and plumbing systems, cabinets, counter tops and furnishings (the "Tenant Improvements"). Lessor shall perform the Tenant Improvements for Tenant's benefit prior to the Rent Commencement Date. Tenant and Lessor shall consult with regard to the materials and finishes to be included in the Tenant Improvements. In the event Tenant requests any Tenant Improvements that result in an aggregate cost in excess of $150,000, Tenant shall pay said excess to Lessor prior to commencement of any of the Tenant Improvements. In no event shall Tenant be entitled to any credit or rebate of the Tenant Improvement allowance if the actual cost of the Tenant Improvements is less than $150,000.

12) **Additional Tenant Improvements.** Tenant will be responsible for furniture, fixtures, equipment, and other tenant improvements including all architectural and engineering plans and specifications for any proposed additional work by Tenant which is beyond the scope of the Floor Plan. Tenant has the right to make changes, alterations and additions to the Premises ("Improvements") each costing less than $10,000 and in the aggregate costing less than $50,000 without Lessor's prior written consent as long as the Improvements are done in a good and workmanlike manner and comply with all applicable codes, laws and ordinances. All Improvements costing in excess of the amounts stated herein shall be subject to Lessor's approval and such conditions as Lessor may reasonably impose. All Improvements made by Tenant that are permanently attached to the Premises will become the property of Lessor and shall remain on the Premises at the end of the Term. Tenant will have the right to remove any moveable furniture, fixtures and equipment from the Premises at the end of the Term, as long as Tenant repairs any damage to the Premises caused by the removal of such equipment. In addition, Tenant will have the right to remove from the Premises at the end of the Term any equipment or appliances provided by the Tenant, as long as Tenant repairs any damage to the Premises caused by the removal of such equipment.

13) **Signage**. Tenant has the continuing right to install signage on the storefront glass located at the southern perimeter of the Premises, subject to Lessor's review and written consent which may be granted or withheld in Lessor's sole discretion, as long as the signs comply with all applicable codes, laws and ordinances, are consistent with the building design, and may be

removed without causing and damage to the storefront glass.

14) **Taxes and Assessments**. Lessor shall be responsible for all municipal, county, and state taxes (ad valorem and non-ad valorem) and assessments, which may be assessed against the Premises during the Term of this Sublease, other than the sales tax on the Rent which shall be paid by Tenant and remitted to the applicable taxing authority by the Lessor. Tenant will be responsible for any taxes levied against the personal property and trade fixtures of Tenant located in and about the Premises.

15) **Ownership; Peaceful Enjoyment; Surrender of Premises**. Lessor represents and warrants that it owns leasehold title to the Premises free and clear of any claims, liens, or judgments that could affect Tenant's use and enjoyment of the Premises for the purposes contemplated by this Sublease. Lessor will warrant and defend Tenant's right to the peaceful possession and enjoyment of the Premises during the Term of this Sublease. At the end of the Term, Tenant will surrender the Premises in clean condition and good repair, normal wear and tear excepted. No surrender of the Premises by Tenant prior to the end of the Term of this Sublease will be valid unless accepted by Lessor in writing.

    a) **Mortgages.** Lessor represents that any mortgages encumbering the Premises are in good standing and have been paid through a current date, and that Lessor will keep such mortgages in good standing throughout the Term.

    b) **Subordination**. Tenant acknowledges that this Sublease and all rights of Tenant under this Sublease shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the Premises.

16) **Lessor's Insurance**. Lessor shall carry, or cause its lessor under the Master Lease to carry, General Commercial Liability Insurance and property insurance for the Premises. Lessor shall provide proof of insurance before any Rent payment is remitted by Tenant.

17) **Indemnification**. Without waiving its sovereign immunity and to the extent permitted by applicable laws, Tenant shall indemnify and hold harmless Lessor and the Premises from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever ("Claims") that may arise from or be claimed against Lessor or the Premises by any person for any injury to person or Premises 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 Tenant or its employees, agents, guests, sub-tenants, assignees and invitees and (b) any failure by Tenant or its employees, agents, guests, sub-tenants, assignees and invitees to comply with all applicable laws.

    a) **Lawsuits**. The venue for any litigation shall be in Broward County, Florida.

    b) **Limitation**. Any indemnification by Tenant set forth in this Sublease shall be limited to the specific monetary limits of Section. 768.28(5), of the Florida Statutes, which monetary limits shall be applicable regardless of whether said limitations would apply in the absence of this provision and shall not be construed as a waiver of Tenant's sovereign immunity beyond such limits.

18) **Laws and Ordinances.** Lessor and Tenant agree to comply with the applicable laws and any safety requirements of all federal, state and local governments. Lessor shall maintain all required licenses from governmental agencies in full force and effect during the term of

this Sublease. Tenant shall obtain and maintain all occupational licenses and business permits required in connection with its use and occupancy of the Premises.

19) **Casualty Damage to Premises.** If the Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenantable, Lessor will have the right to make the necessary repairs within 90 days from the date of the casualty, with reasonable additional time, if necessary, for Lessor to adjust the loss with any insurance companies insuring the Premises, or for any other delay caused by conditions beyond Lessor's control. If the Premises are not rendered tenantable within the period described in the foregoing sentence, either party will have the right to terminate this Sublease by written notice to the other. In the event of such termination, the Rent shall be paid only to the date of the casualty. If the Sublease is not terminated, the Rent shall be abated during the period of time from the date of the casualty to the date Tenant is able to resume occupancy or the date of complete restoration of the Premises, whichever occurs first.

20) **Maintenance and Repairs**. Except as provided in Section 19 above, Tenant shall, at its own cost and expense, maintain the Premises in good repair and in a neat and clean, first-class condition, including making all necessary repairs and replacements. Tenant's repair and replacement obligations shall include, but are not limited to all interior plumbing, fixtures, interior walls, flooring, ceilings, storefronts, plate and other glass, all mechanical, lighting, electrical facilities and equipment (including, without limitation, lighting fixtures, lightbulbs, lamps, fans and any exhaust equipment and systems), electrical motors, and all other appliances and equipment of every kind and nature located in, upon or about the Premises. Tenant shall further, at its own cost and expense, repair or restore any damage or injury to all or any part of the Premises and the Building caused by Tenant or Tenant's agents, employees, invitees, licensees, visitors or contractors, including but not limited to any repairs or replacements necessitated by (i) the construction or installation of improvements to the Premises by or on behalf of Tenant (other than the initial Tenant Improvements performed by Lessor) or (ii) the moving of any property into or out of the Premises.

21) **Defaults**.

a) **Tenant's Failure to Pay Rent**. If any Rent due under this Sublease is not paid within thirty (30) days after same is due and payable, Lessor will have the right to exercise any remedy available at law or in equity, including but not limited to the right to retake possession of the Premises and re-lease or rent the Premises for the remainder of the Term for the account of Tenant and recover from Tenant 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.

b) **Other Defaults**. If either Lessor or Tenant fails to perform or breaches any covenant in this Sublease other than the Tenant's covenant to pay Rent, and the failure or breach continues for a period of thirty (30) days after the defaulting party receives written notice specifying the breach or failure to perform (or such additional time as may be necessary if the cure is commenced and is being diligently prosecuted, and the Premises, but in no event to exceed a total of sixty (60) days) (a) the party giving notice will have the right to exercise any remedy available at law or in equity, including but not limited to the right to institute an action in a court of competent

jurisdiction to either terminate this Sublease or to seek specific performance of the Lease; or (b) Lessor or Tenant (as applicable) may, after 30 days written notice to the non-performing party, correct any such breach, and any costs incurred in correcting the breach shall be shall be due and payable by the non-performing party on demand. Notwithstanding the foregoing, any default by Tenant which is in the nature of a violation of (a) the use clause in Section 3 above or (b) Tenant's obligation to provide insurance as set forth in Section 9 above, shall be cured within two (2) business days following notice thereof from Lessor, failing which Lessor shall have the right to exercise any of the remedies described in this Subsection.

c) **Bankruptcy**. If Tenant is declared insolvent or adjudicated a bankrupt; if Tenant makes an assignment for the benefit of creditors; if Tenant's leasehold interest in the Premises is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Tenant, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Sublease and retake possession of the Premises immediately and without notice to Tenant or any assignee, transferee, trustee, or any other person or persons.

22) **No Waiver of Lessor's Rights**. The exercise by Lessor of any right or remedy to collect Rent or enforce its rights under this Sublease will not be a waiver of or preclude the exercise of any other right or remedy afforded Lessor by this Sublease or by applicable laws. The failure of Lessor 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 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 partial payment required to be made by the Tenant shall not act to waive any additional Rent or other payment then due. Even with Lessor's knowledge of the breach of any covenant or condition of this Sublease, receipt of Rent will not operate as or be considered to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Sublease, or of any of Lessor's rights, remedies, privileges, or options under this Sublease, will be considered to have been made unless made by Lessor in writing.

23) **Assignment, Subletting, and Mortgaging.** Tenant may only assign this Sublease or sub-sublet all or a portion of the Premises as follows:

a) Tenant may assign this Sublease or sub-sublet all or a portion of the Premises with the Lessor's prior written consent, which may be granted or withheld in Lessor's reasonable discretion.

b) No assignment or sub-sublease will relieve the Tenant of any obligation under this Sublease, including the obligation to pay Rent. Each assignee or subtenant, by assuming such status, will become obligated to perform every covenant of this Sublease to be performed by Tenant other than the payment of Rent; provided, however, that (i) a subtenant shall be obligated to perform such covenants only as they relate to the portion of the Premises covered by the sub-sublease and (ii) notwithstanding Tenant's obligation to continue the payment of Rent upon a sub-sublease of any portion of the Premises, Lessor may, at its election, require that any

subtenant be obligated to pay its sub-sublease rent directly to Lessor following any default by Tenant hereunder, and delivery of written notice of such requirement to the subtenant. All sub-subleases and any license agreements for the use of the Premises under a co-working space agreement shall include an acknowledgement of the prohibited uses set forth in Exhibit "B" hereto.

c) In the event that the sub-subletting of the Premises results in occupancy of the Premises by more than one party and the Premises is required to be physically divided in order to accommodate multiple subtenants or licensees, Tenant shall be responsible for all applications, plans, permits and approvals for the subdivision of the Premises. Any such subdivision of the Premises shall be performed in accordance with applicable laws, codes and ordinances and all permits shall be fully closed out upon completion of the work. All of the foregoing shall be undertaken at Tenant's sole costs and expense and without liens being placed upon the Premises as provided in Section 27, below.

d) Tenant may not mortgage or pledge its interest in the Premises with the Lessor's prior written consent, which may be granted or withheld in Lessor's sole and absolute discretion.

e) All sub-subleases of the Premises shall require that the subtenant carry the following insurance coverages, under policies naming each of the Lessor and Master Landlord as an additional insured:

   i. Renter's insurance in replacement value, covering all of Tenant's furniture, fixtures & equipment within the Premises;

   ii. Commercial general liability insurance with primary limits of $1,000,000 per occurrence; $2,000,000 in the aggregate; and

   iii. Excess liability insurance under a commercial umbrella policy of not less than $2,000,000.

Tenant shall provide certificates of all required insurance of subtenants to Lessor prior to the commencement date of each sub-sublease, and on the date which is fifteen (15) days prior to each one-year anniversary thereof. All insurance policies shall contain a provision that the insurer will give to Lessor at least fifteen (15) consecutive days' notice in writing in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance. The failure of Tenant to ensure that such coverages are obtained and maintained shall be a default under this Sublease.

24) **Addresses for Payments and Notices**.

a) **Notices to Lessor.** Rent payments and notices to Lessor shall be mailed or delivered to the address set forth on the first page of this Sublease, to the attention of Eric Finerman, unless Lessor changes the address by written notice to Tenant.

b) **Notices to Tenant.** Notices to Tenant shall be mailed or delivered to the Premises and to Tenant's address set forth on the first page of the Lease, to the attention of

_____, unless Tenant changes the address by written notice to Lessor.

c) **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) **Expiration of CRA Term.** Tenant represents that the term of the existence of the Tenant is at least as long as the initial ten-year Term of this Sublease, or that Tenant has an election to extend the term of Tenant's existence for a period of time that would be, at a minimum, coexistent with the initial ten-year Term of this Sublease. Should the Tenant cease to exist for any reason prior to the end of the initial Term of this Sublease or any extension thereof, or if the Tenant's funding which is sourced from ad valorem taxation is curtailed so as to prevent the continuing existence of the Tenant, Tenant will (a) notify Landlord of such event immediately upon becoming aware that the Tenant's funding or existence is scheduled to cease and (b) within sixty (60) days following such notice, identify an entity which will succeed to the rights and obligations of the Tenant hereunder. Such successor entity is subject to the approval of Lessor, in its sole discretion. In the event Tenant is unable to timely provide an acceptable successor tenant, Lessor shall have the right to immediately terminate this Sublease.

27) **Discharge of Liens**. To the extent permitted by law, all of Tenant's contracts and subcontracts for any work done in the Premises shall provide that no lien shall attach to or be claimed against the Premises or any interest therein other than Tenant's leasehold interest in the Premises, and that all subcontracts let thereunder shall contain the same provision. In the alternative, Tenant may record a Memorandum of Lease in compliance with Section 710.(2)(b)(1), Florida Statutes, and Lessor agrees to execute same. Whether or not Tenant furnishes the foregoing, Tenant agrees to hold Lessor harmless against all liens, claims and liabilities of every kind, nature and description which may arise out of or in any way be connected with such work. Lessor hereby advises Tenant that pursuant to the provisions of Chapter 713, Florida Statutes, Tenant has the obligation to advise Tenant's contractors of the existence of this Section of this Sublease.

28) **Miscellaneous Provisions.**

a) **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.

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

c) **Entire Agreement**. This Sublease sets forth all of the promises, agreements, conditions, and understandings between Lessor and Tenant 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 Lessor or Tenant unless in writing and signed by both of them.

d) **Time**. Time is of the essence with regard to performance of all obligations of this Sublease.

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

SIGNATURES APPEAR ON FOLLOWING PAGES

IN WITNESS WHEREOF, Lessor and Tenant have duly executed this Sublease on _____, 2018.

"TENANT":

Signed, Sealed and Witnessed
In the Presence of:

_____

Print Name:_____

_____

Print Name:_____

_____

Print Name:_____

_____

Print Name:_____

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

By:_____
Lamar Fisher, Chairman

ATTEST:

_____
Marsha Carmichael, Secretary

EXECUTIVE DIRECTOR:

By: _____
Gregory Harrison, Executive Director

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by GREGORY HARRISON, Executive Director 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

"LESSOR":

Signed, Sealed and Witnessed
In the Presence of:

_____

Print Name Avor Nisbeth

_____

Print Name Eric Finerman

City Vista Commercial, LLC
a Florida for profit corporation

By: _____

Francisco Rojo, Vice President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12th day of March, 2018 by Francisco Rojo, as Vice President of City Vista Commercial, LLC. He is personally known to me or has produced _____ as identification.

NOTARY'S SEAL:

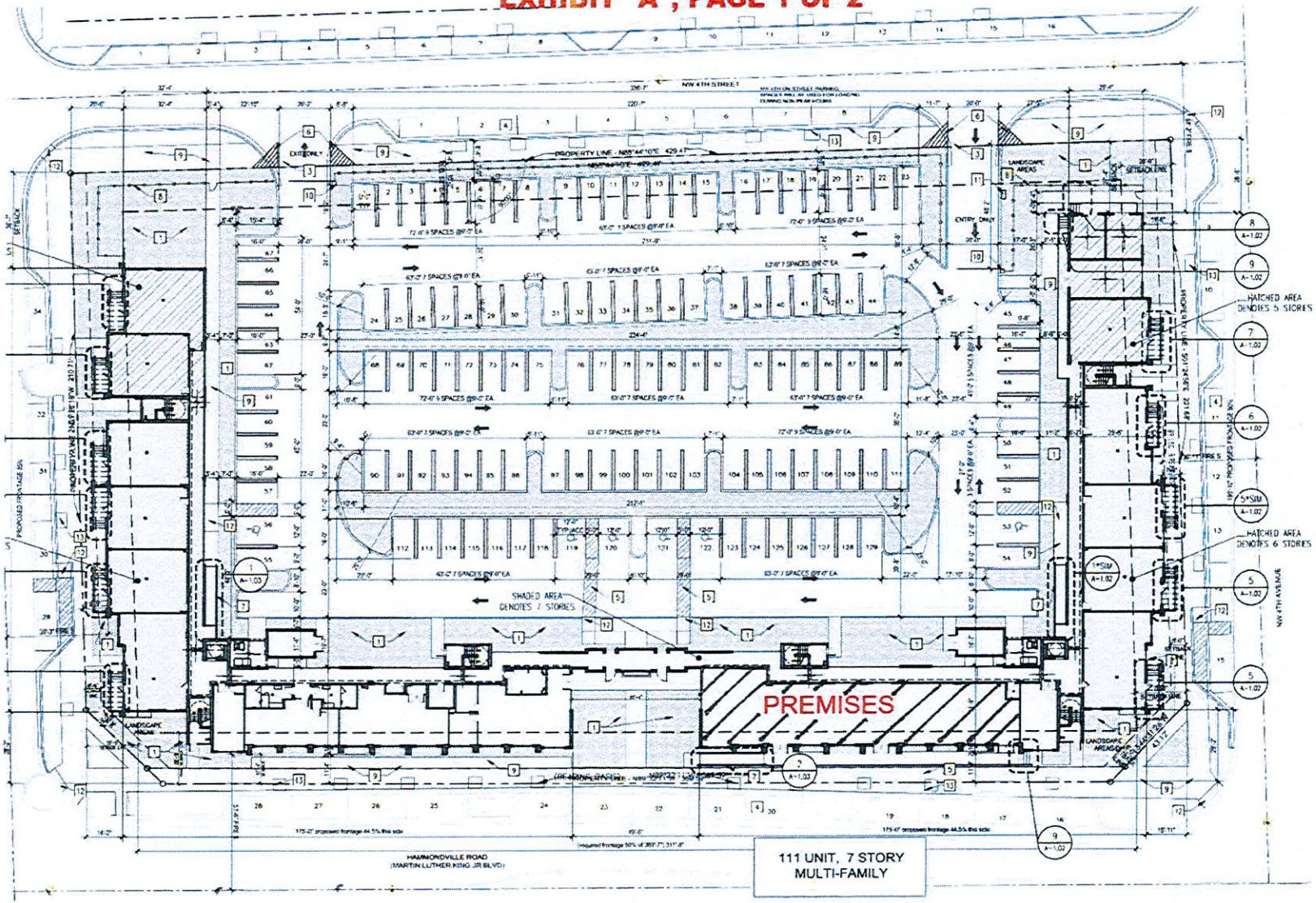
ZOLA SAFFOLD
MY COMMISSION # GG059592
EXPIRES January 04, 2021

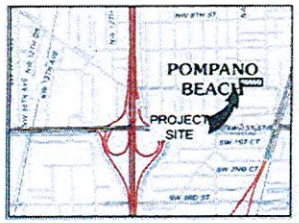
_____
NOTARY PUBLIC, STATE OF FLORIDA

Zola Saffold
(Name of Acknowledger Typed, Printed or Stamped)

GG059592
Commission Number

EXHIBIT "A", PAGE 1 OF 2

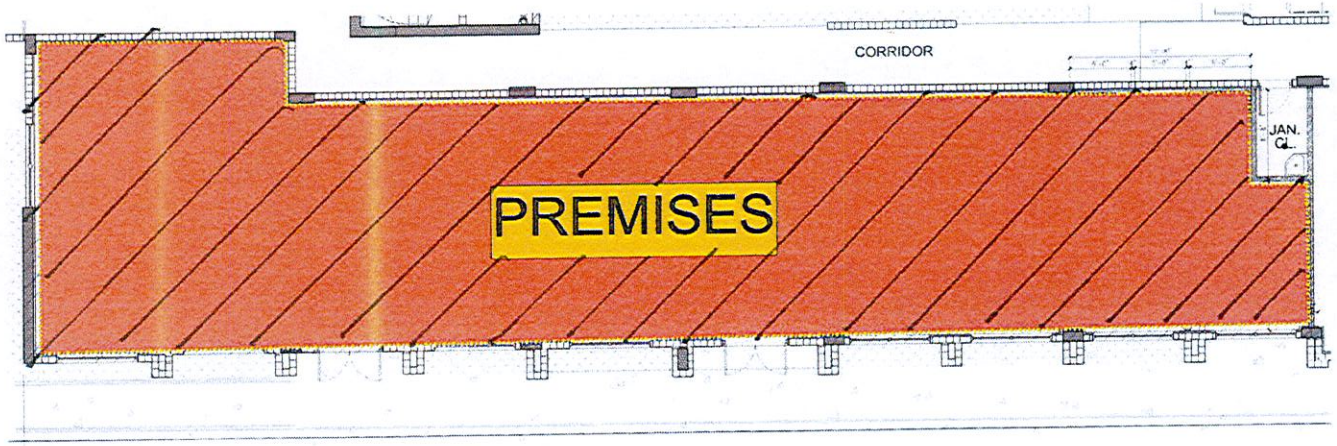




LOCATION MAP

SCALE: N.T.S.

EXHIBIT "A", PAGE 2 OF 2



GROUND FLOOR PLAN
SCALE: 3/16" = 1'-0"

CORWILARCHITECTS
4010 LAGUNA ST. CORAL GABLES FL 33146
LIC NO. AA-C002151 T.305.448.7383

PROJECT:
CITY VISTA
TENANT IMPROVEWMENTS
501 HAMMONDVILLE RD
POMPANO BEACH, FL 33060

OWNER:
CITY VISTA
ASSOCIATES LLC.
3050 BISCAYNE BOULEVARD, SUITE 305
MIAMI FLORIDA 33137

GROUND FLOOR PLAN

PHASE
PERMIT SET

REVISIONS

SEAL

THIS DRAWING IS THE PROPERTY OF CORWIL ARCHITECTS INC. UNLESS OTHERWISE PROVIDED FOR BY CONTRACT. THE CONTENTS OF THIS DRAWING ARE COPYRIGHT AND SHALL NOT BE REPRODUCED TO ANY OTHER PARTY EXCEPT AS NOTED TO BY THE ARCHITECT ENGINEER.

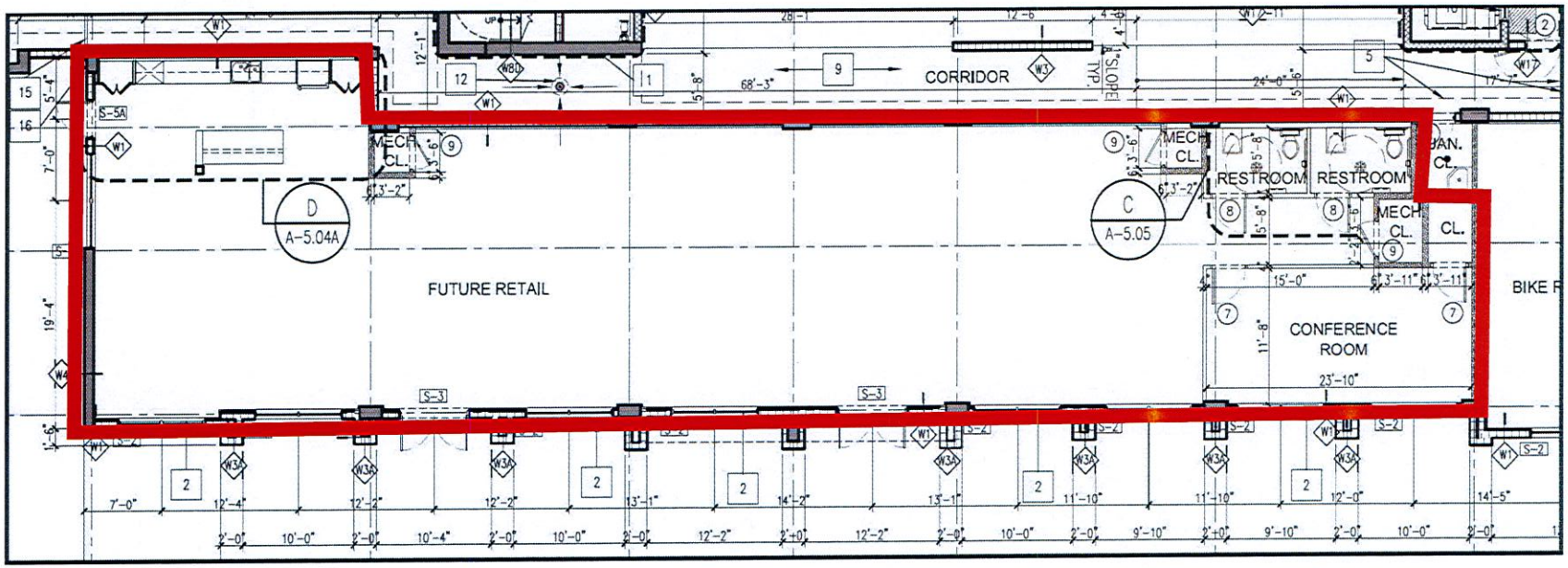
DATE:	06-08-16
JOB NO.	2016-24
DRAWN BY:	EP, HP, MC
APPR BY:	AMC
FILE:	2016-24

SHEET NUMBER:
A-2.00

EXHIBIT "B"
PROHIBITED USES

(i) the operation of any private or commercial golf course, country club, massage parlor, hot tub facility, or suntan facility, any race track or other facility used for gambling, any store the principal business of which is the sale of alcoholic beverages for consumption off premises, or any check cashing store; (ii) INTENTIONALLY OMITTED; (iii) farming (within the meaning of Section 2032A(e)(5)(A) or (B) of the Internal Revenue Code); (iv) the operation of any bank, credit union or other financial institution; (v) any type of sexually oriented business, adult entertainment or adult bookstore; including but not limited to any facility selling or displaying adult or pornographic books, literature, videotapes or materials in any medium, or any facility providing adult entertainment or other adult services (for purposes of this limitation, materials or activities shall be considered "adult" or "pornographic" if the same are not available for sale or rental to children under the age of eighteen (18) years old because they explicitly deal with or depict human sexuality); (vi) escort services, dating services, or similar matchmaking or companion services; (vii) without limitation of (i) above, bingo or similar games of chance; (viii) the sale of any firearms, ammunition or weapons, or a shooting gallery of any type; (ix) the sale of fireworks, except as an incidental part of another primary business; (x) pay day lending activities, pay day advances, pay check advances, or any similar type of lending activity; (xi) pawn shops, pawn brokers, car title lender (which, for purposes of this limitation, will not include auto loans made by a state or federally chartered bank or thrift), or any similar type of lending activity; (xii) check cashing services, except as an incidental part of another primary business or incident to the banking activities of a state or federally chartered bank or thrift; (xiii) debt collection activities, debt consolidation services, credit repair or credit restoration activities, except as such activities are incidental to banking activities conducted by a state or Federally chartered bank or thrift; (xiv) bail bond services of any kind, or any activities of a bail bond agent; (xv) the sale, distribution, marketing, or production of marijuana or medical marijuana, cannabis or medical cannabis or any constituent cannabinoids such as THC (this limitation applies broadly, regardless of whether the activity is conducted by collectives, collective caregivers, co-ops, growers, or any other entity or organization.); (xvi) the sale, distribution, or manufacture of any type of drug paraphernalia; (xvii) tattoo parlors or any establishment that performs tattooing; (xviii) a bar, restaurant or other related establishment; (xix) businesses based predominantly on inbound or outbound telemarketing activities, except as such calls are an incidental part of another primary business; (xx) video game or amusement arcade, (xxi) multi-level marketing activities, the sale of multi-level business opportunities or network marketing activities, (xxii) any manufacturing, distilling, refining, smelting, agricultural or mining operation, (xxiii) any dumping, disposing, incineration or reduction of garbage, (xxiv) any bowling alley or skating rink, (xxv) any mortuary or funeral home, (xxvi) any auto repair facility, (xxvii) any convenience store, (xxviii) any on-premises dry cleaner, (xxix) any business which produces environmental hazards regulated under applicable environmental laws, or (xxx) any parole, juvenile detention or similar service.

EXHIBIT "C"



ENLARGED GROUND FLOOR PLAN
SCALE: 3/32" = 1'-0"

CORWILARCHITECTS

PROJECT:
CITY VISTA
RETAIL SPACE

OWNER:
CITY VISTA ASSOCIATES LLC.

ENLARGED GROUND FLOOR PLAN

PHASE: PERMIT SET

SEAL

DATE: 5-25-16
JOB NO.: 2015-32
DRAWN BY: BF/HP/AMC
APPR BY: AMC
FILE: 2015-32
PRINTED DATE: 05-23-17
SHEET NUMBER:
A-2.00B