

POST-CLOSING OCCUPANCY LEASE AGREEMENT

This Post-Occupancy Lease Agreement (the “Lease”), made and entered into this **9th** day of October, 2024, by and between **The Family of God Ministry, Inc.**, a Florida corporation, whose mailing address is 6012 NW 9 Court, Margate, Florida 33063, (hereinafter referred to as “Tenant”), and **Margate Community Redevelopment Agency**, a public body corporate and politic created pursuant to Section 163.356, Florida Statutes, whose mailing address is 5790 Margate Boulevard, Margate, FL 33063, (hereinafter referred to as “Landlord”).

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property in Broward County, Florida, located at 6012 NW 9 Court, Margate, Florida 33063, which is legally described in Exhibit “A” attached hereto and by reference made a part hereof (the “Property”); and

WHEREAS, Landlord and Tenant desire to enter into this Lease in order to provide for the Tenant to occupy the Property for an eight (8) month period from October 9, 2024 through June 9, 2025 (“Post-Closing Occupancy Period”);

WHEREAS, Landlord and Tenant agree that Weiss, Serota, Helman, Cole & Bierman, P.L., (“Escrow Agent”) will hold in escrow One Hundred Thousand and 00/100 Dollars (\$100,000.00) (“Post-Closing Escrow Deposit”) until Tenant has

- a. Provided written evidence that all costs associated with the occupancy are paid; and
- b. Successfully vacated the Property and delivered to Landlord vacant and in broom swept condition, within the Post-closing Occupancy Period.

Should Tenant fail to meet the above conditions, the Post-closing Escrow Deposit shall be deemed liquidated damages and automatically released to Landlord without further consent or action from Landlord, and eviction proceeds will commence, to remove Tenant from Property. Landlord and Tenant agree that all existing HVAC Systems, at the Property, are not part of the sale and will be removed and retained by Tenant.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter reserved and contained on the part of the Tenant to be observed and performed, the Landlord demises and leases to Tenant, and the Tenant rents from Landlord the Property as hereinafter defined upon the following terms and conditions:

ARTICLE I BASIC LEASE PROVISIONS

Section 1.01 Premises.

The Premises subject to this Lease shall consist of the Property together with any improvements now existing on the Property.

Section 1.02 Effective Date.

This Lease shall become effective when executed by the Tenant and Landlord.

ARTICLE II RENT

Section 2.01 Rent Free Occupancy.

Landlord will not charge rent during this Post-Closing Occupancy Period with the stipulation that Tenant is responsible for any and all costs associated with this occupancy, with no offset to Landlord.

Section 2.02 Assessments.

The parties acknowledge that both parties are exempt from the imposition of Ad Valorem, Non-Ad Valorem and other taxes. In the event of the imposition of any ad valorem and non-ad valorem taxes, special assessments or other charges, Tenant agrees to pay any assessments or charges that are imposed during Tenant's use of the Property.

ARTICLE III CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT

Section 3.01 Use of the Property.

The Property shall be occupied by the Tenant and Tenant's personnel to continue to utilize the Property for religious purposes. Tenant shall not use, permit, or suffer the use of the Property for any other purpose whatsoever without the prior written consent of the Landlord which consent shall not be unreasonably withheld. Tenant's obligations under this Lease are contingent upon such use of the Property being in compliance with all applicable zoning laws, rules and regulations affecting the Property.

Section 3.02 Conduct.

Tenant shall not commit waste upon the Property, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Property for any unlawful purpose. Tenant acknowledges that its employees and the Property shall throughout the Term of the Lease, be in full compliance with all federal, state, and local statutes, laws, rules and regulations respecting the use and occupancy of the Property.

Section 3.03 Hazardous Substances.

Tenant shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural environment and regulating hazardous substances.

Section 3.04 Surrender of Premises.

Upon termination, expiration or cancellation of this Lease, Tenant, at its sole costs and expense, shall remove Tenant's personal property and removable fixtures and equipment from the Property, and shall surrender the Property to the Landlord.

ARTICLE IV ALTERATIONS OF LEASE PROPERTY

Section 4.01 Alterations, Additions or Improvements

Landlord shall not be obligated or required to perform any improvements whatsoever to the Property. Tenant shall not make, or permit to be made, any alterations, additions, or improvements to the Premises without the prior written consent of Landlord. Any alterations made without such consent shall be deemed a breach of this Lease. If Landlord consents to any alterations, Tenant shall ensure that such work is performed in a good and workmanlike manner, complies with all applicable laws, and is completed at Tenant's sole expense. Upon termination of this Lease, Tenant shall restore the Premises to their original condition, unless Landlord requests that the alterations remain.

ARTICLE V REPAIRS AND MAINTENANCE OF PROPERTY

Section 5.01 Responsibility of Tenant

The Tenant is responsible for the maintenance of the structure, functional and systemic aspects of the building on the Property, which are limited to the roof, foundation, load-bearing walls, sidewalk, landscaping, water lines, sanitary sewer lines, stormwater lines, air conditioning and parking areas. The Tenant shall also maintain and provide all necessary services to the Property.

In addition to the Tenant's responsibility as set forth above, the Tenant shall maintain the Premises in good condition and repair, normal wear and tear and casualty excepted, at its sole cost and expense.

If Tenant fails to make or commence any repairs it is obligated to make within thirty (30) days' notice from Landlord, Landlord may enter the Property and complete the necessary repairs and Tenant shall reimburse the Landlord for all expenses incurred by Landlord in doing so. Notwithstanding the foregoing, the Landlord shall not be obligated or required to make any repairs whatsoever to the Property if the repair arises from any negligent or intentional act or omission of the Tenant, subtenants, its employees or agents.

ARTICLE VI INSURANCE

Section 6.01 Liability Insurance

6.01 In this Lease “Required Insurance” means the coverage specified in Exhibit “B” and shall be evidenced by policies issued by an insurance company licensed to do business in the State of Florida. Each such policy is hereinafter referred to in this Lease as an “Insurance Policy”.

6.01.2 Tenant hereby covenants and agrees that at all times during the term hereof, to obtain and maintain, and keep in force the Required Insurance. Upon execution of this Lease, and each year thereafter, the Tenant shall provide Landlord with a certificate of insurance evidencing such coverage and naming the Landlord as an additional insured on all required coverages. The certificate of insurance shall also provide for notice to the Landlord within 30 days of any cancellation of any insurance coverages.

6.01.3 Tenant further covenants and agrees at all times during the term hereof to obtain and maintain, at its expense, and keep in force, fire and extended coverage, vandalism and malicious insurance on the building and other permanent improvements demised hereunder in ninety percent (90%) replacement value form (above the foundation), or such greater amount as may be required by Landlord, in writing, after the date hereof, if any, and keep in full force and effect insurance on Tenant's contents in the premises, including trade, fixtures and other personal property. Tenant agrees that all of the above-noted insurance shall be non-cancellable without ten (10) days' advanced written notice to Landlord.

6.01.4 Tenant shall keep, protect and save the Landlord harmless of, and indemnify the Landlord from, any loss, costs, or expenses of any sort or nature and from any liability to any person or artificial on account of any damage to person or property arising on or about the demised premises, except for any claims which may arise as a result of the gross negligence or willful misconduct of Landlord.

6.01.5 Compliance with the foregoing requirements shall not relieve the Tenant of its liability and obligations under this Lease.

Section 6.02 Personal Property

All of Tenants personal property placed or moved in the Property shall be at the risk of the Tenant or the owner of the personal property thereof. Except as otherwise provided herein, Landlord shall not be liable for any damage to such personal property, except to the extent caused by the Landlord its agents', or its employees' willful or negligent acts or omission.

ARTICLE VII DAMAGE OR DESTRUCTION OF PREMISES AND/OR TENANT'S ALTERATIONS

In the event, the Property shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, Tenant shall have the right to terminate this Lease, whereupon the party shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty. In the event, Tenant

exercises its right to terminate this Lease due to any such casualty, which was due to the negligence or intentional acts or mission of the Tenant, its employees or its agents, upon Landlord's written request, Tenant shall restore the Property to the condition it was in as of the Effective Date of this Lease. In the event Tenant does not exercise its right to terminate this Lease due to any casualty, Tenant shall promptly commence restoration of the Property and diligently pursue such restoration to completion using materials of like quality or better. Notwithstanding the above, nothing contained herein shall obligate Tenant to restore the Property.

ARTICLE VIII INDEMNIFICATION

Tenant shall indemnify and save harmless Landlord from and against any and all claims, demands, suits, actions, damages, liability and expenses, including reasonable attorneys' fees and paralegal expenses at both the trial and appellate levels for or in connection with any accident, injury or damage whatsoever caused to any person or property arising directly or indirectly out of the Tenant's tenancy hereunder or occurring in, on or about the demised premises or any part thereof on the sidewalks or parking areas adjoining the same and any common areas and facilities within or appurtenant to the demised premises or arising directly from any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees or subtenant, acts of God or otherwise. Tenant shall, within five (5) days thereof, give notice in writing to Landlord of any suit served on Tenant resulting from any fall or other accident occurring in or about the demised premises or in the building of which the demised premises are a part, or from any defect therein or in any fixtures or equipment thereon.

ARTICLE IX UTILITIES AND SERVICES

Tenant shall be solely responsible for and promptly pay directly to the utility company or the provider of such service all charges or assessment for water, gas, electricity, cable, trash, collection, and removal, and any other utilities. Landlord shall not be liable for an interruption or failure in the supply of such service to the Property, resulting from a failure of the utility company (regardless of whether it is the Landlord's utility or otherwise) to provide service to the Property.

ARTICLE X ASSIGNMENT

Neither the Tenant nor the Landlord may assign, mortgage, pledge, or encumber this Lease in whole or in part, without the other party's, prior written consent, which shall not be unreasonably withheld. In the event of an approved assignment, Tenant or Landlord shall be released from any further obligations hereunder, as applicable. In the event of an approved sale, mortgage, pledge, or encumbrance of the Property by Landlord, such sale, mortgage, pledge, or conference of the Property shall be subject to the terms of this Lease.

ARTICLE XI SUBLEASE

The Tenant shall not enter into any subleases with third parties.

ARTICLE XII DEFAULT

Section 12.01 Default by Tenant.

The occurrence of any one or more of the following shall constitute an event of default by Tenant under this lease: (i) failure by Tenant to perform or observe any of the agreements, covenants, or conditions contained in this Lease on Tenant's part to be performed or observed for more than thirty (30) days after notice from Landlord of such failure; or (ii) Tenant's vacating or abandoning the Property. If any Event of Default occurs, then, at any time thereafter while the Event of Default continues, Landlord shall have the right to give Tenant notice that Landlord intends to terminate this Lease upon his specified date not less than thirty (30) days after the date notice is received by Tenant, and this Lease shall then expire on the dates specified as if that date had been originally fixed on as the expiration date of the Term of the Lease. If, however, the default is cured within such period or within a reasonable period thereafter if the same cannot be cured within such period, provided the Tenant diligently proceeds with the curing of the default and undertakes such cure within such period and the Landlord is so notified, this Lease shall continue.

Section 12.02 Default by Landlord.

Landlord shall be in default of this Lease if Landlord shall fail to observe or perform any term, covenant, or condition of this Lease on the Landlord's part to be observed or performed, and the Landlord fails to remedy the same within thirty (30) days after notice from Tenant. In the event, the default is such a nature that it cannot be reasonably cured within the thirty (30) day period, Landlord shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided the Landlord diligently proceed with the curing of the default. In the event that the default is not cured by Landlord within the foregoing time period, Tenant at Tenant's option, may either cure said default and Landlord shall reimburse Tenant for all the expenses incurred by Tenant in doing so, or tenant may give the Landlord thirty (30) days notice specifying that the Tenant intends to terminate this Lease. Upon receipt of notice the expiration of the thirty (30) day period, this Lease and obligations of Tenant hereunder shall terminate, and Tenant shall thereupon be relieved of all further obligations hereunder

ARTICLE XIII ACCESS BY LANDLORD

At all times under this Lease, subject to the provisions contained herein, Landlord, and Landlord's agent and employees shall have the right to enter upon the Property at all reasonable times to examine the same. Landlord shall provide Tenant within twenty-four (24) hours advance notice prior to exercising such right, except in an emergency in which event no notice shall be required, and Landlord shall exercise such right in a manner which minimizes the impact upon Tenant's use of the Property.

**ARTICLE XIV
ANNUAL BUDGETARY FUNDING/CANCELLATION**

This Lease and all obligations of Tenant and Landlord hereunder are subject to and contingent upon annual budgetary funding by the Landlord's and/or Tenant's governing body. Notwithstanding anything in this Lease to the contrary, Tenant and Landlord shall have the right to cancel this Lease for any reason related to annual budgetary funding upon ninety (90) days prior written notice to the other party, where upon the parties shall be relieved of all further obligations hereunder.

**ARTICLE XV
QUIET ENJOYMENT**

Upon the observance and performance of all the covenants, terms, and conditions on Tenant's part to be observed and performed, Tenant shall peacefully and quietly hold and enjoy the Property for the term hereby demised and any extensions thereof without hindrance or interruption by Landlord or any other person or persons lawfully or equally claiming by, through, or under the Landlord.

**ARTICLE XVI
CONDEMNATION**

If all or part of the property shall be taken, condemned or conveyed pursuant to agreement, in lieu of condemnation for public or quasi-public use, the entire compensation or award, therefore, including any severance damages, shall be paid to the Landlord.

**ARTICLE XVII
MISCELLANEOUS**

Section 17.01 Waiver, Accord and Satisfaction.

The waiver by Landlord or Tenant of any fault of any term, condition, or covenant herein contained, shall not be a waiver of such term, condition, or covenant, or subsequent fault of the same or any other term, condition, or covenant herein contained. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessarily Landlord's consent to or approval of any subsequent similar act by Tenant.

Section 17.02 Entire Agreement

This Lease, and all amendments thereto, constitutes all agreements, conditions, and understandings between Landlord and Tenant concerning the Property. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 17.03 Notices

All notices, consents, approvals and elections (collectively “Notices”) to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designed by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following address as the addresses to which notices may be given, delivered, and delivery to such addresses shall constitute binding notice given to such party.

(a) If to Landlord at:

Margate Community Redevelopment Agency
5790 Margate Boulevard,
Margate, Florida 33063
Attn: Cale Curtis, Executive Director
Email: ccurtis@margatefl.com

With copy to:

Weiss, Serota, Helfman, Cole, Bierman, P.L.
2255 Glades Road, Suite 200-E,
Boca Raton, Florida 33143
Attn: David N. Tolces, Esquire
Phone: (561) 835-2111 | Email: dtolces@wsh-law.com

(b) If to Tenant at:

The Family of God Ministry, Inc.
6012 NW 9th Court
Margate, Florida 33063
Attn: Carlos Pierre, President
Phone: 954-394-6518 | Email: carlos.pierre@tfgchurch.net

Any party may from time to time change the address to which notice under this Lease shall be given by providing prior written notice, at least three (3) days, of such change to the other parties.

Section 17.04 Severability

If any term of this lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application or such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 17.05 Captions.

The captions in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

Section 17.06 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS LEASE.

Section 17.07 Governing Law and Venue

This Lease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Broward County.

Section 17.08 Time of Essence.

Time is of the essence with respect to performance of every provision of this Lease in which time of performance is a factor.

Section 17.09 Benefit and Binding Effect

This Lease shall be binding upon and inure the benefit of the heirs, successors, legal representatives, and assigns of the parties hereto.

Section 17.10 Radon Gas.

Pursuant to Section §404.056 Florida Statutes, the following Notice is given: “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 public health unit.”

Section 17.11 Non-Exclusivity of Remedies

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 17.12 Non-Discrimination

The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender, identity, or expression, be

excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

Section 17.13 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, class or provision hereof is held by a court to be invalid, shall not affect the remaining portions of this Lease, and the same shall remain in full force and effect.

Section 17.14 Incorporation by Reference

The Whereas clauses, Exhibit "A" and Exhibit "B" attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Signatures on following pages

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement or have caused the same to be executed, as of the day and year first above written.

LANDLORD:

MARGATE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic created pursuant to Section 163.356, Florida Statutes

By: Cale Curtis
Cale Curtis, Executive Director

Date: 10/9/2024

TENANT

THE FAMILY OF GOD MINISTRY, INC.,
a Florida corporation

DocuSigned by:
By: Carlos Pierre
B43BEC97B91A451...
Carlos Pierre, President

Date: 10/9/2024

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5 and 6, Block 1, MARGATE THIRD ADDITION, according to the plat thereof, as recorded in Plat Book 44, Page 48, of the Public Records of Broward County, Florida

More commonly known as: 6012 NW 9th Court, Margate, Florida 33063

EXHIBIT "B"

REQUIRED INSURANCE

The following is Required Insurance under this Lease:

- (1) Casualty insurance including business interruption insurance, insuring Tenant's furniture, fixtures and equipment (including all leasehold improvements) located on the Premises against loss or damage by fire or other casualty in an amount equal to the full replacement value.
- (2) Comprehensive General Liability Insurance containing the "occurrence" clause (which shall include specifically the Property) with coverage limits not less than:
 - a. Bodily Injury \$500,000.00 each occurrence
 \$1,000,000.00 general aggregate
 - b. Property Damage \$100,000.00 each occurrence
 - c. Auto Liability \$500,000.00
 Combined single limit/auto for all vehicles owned by Tenant
 - d. Worker's Compensation and Employer's Liability Insurance as follows:
 - i. Statutory worker's compensation including occupational disease and
 - ii. Employer's liability insurance with minimum limits not less than \$500,000.00
- (3) Insurance upon Tenant's property and fixtures in all amounts equal to the insurable value thereof, including any increase in value resulting from increased costs, with coverage against such perils and casualties as are common included in "all risk" insurance policies (including fire, extended coverage, boiler, breakage of glass, sprinkler leakage, explosion, collapse, vandalism and malicious mischief).

If any of the foregoing policies are not available at a commercially reasonable price, Tenant may substitute reasonably equivalent coverage.