

MARGATE COMMUNITY REDEVELOPMENT AGENCY

RESOLUTION NO. 630

A RESOLUTION OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY; APPROVING THE BUSINESS LEASE AGREEMENT BETWEEN THE MARGATE COMMUNITY REDEVELOPMENT AGENCY AND MARGATE BLVD HARDWARE STORE, INC. FOR THE PROPERTY LOCATED AT 5833B, 5841, 5861, AND 5865 MARGATE BOULEVARD, MARGATE, FLORIDA; AND APPROVING THE BUSINESS LEASE BETWEEN THE MARGATE COMMUNITY REDEVELOPMENT AGENCY AND MARGATE BLVD HARDWARE STORE, INC. FOR THE PROPERTY LOCATED AT 5823 MARGATE BOULEVARD, MARGATE, FLORIDA AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE BUSINESS LEASE AGREEMENT; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY OF MARGATE, FLORIDA:

SECTION 1: That the Board of the Margate Community Redevelopment Agency ("MCRA"), hereby approves the Business Lease Agreement between the Margate Community Redevelopment Agency and Margate Blvd Hardware Store, Inc., for the property located at 5833B, 5841, 5861, and 5865 Margate Boulevard, Margate, Florida, a copy of which is attached hereto as Exhibit "A."

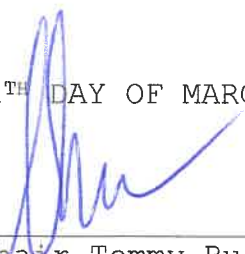
SECTION 2: That the Board of the Margate Community Redevelopment Agency ("MCRA"), hereby approves the Business Lease Agreement between the Margate Community Redevelopment Agency and Margate Blvd Hardware Store, Inc., for the property located at 5823 Margate Boulevard, Margate, Florida, a copy of which is attached hereto as Exhibit "B."

SECTION 3: That the MCRA Executive Director is hereby authorized and directed to execute the Business Lease Agreements with Margate Blvd Hardware Store, Inc., copies of which are attached hereto and specifically made a part of this Resolution as Exhibits "A" and "B."

SECTION 4: That this Resolution shall become effective immediately upon its passage.

RECEIVED
MARCH 11, 2020
PAGE 1

PASSED, ADOPTED, AND APPROVED THIS 11TH DAY OF MARCH, 2020.



Chair Tommy Ruzzano

RECORD OF VOTE

Simone	<u>NO</u>
Arserio	<u>YES</u>
Schwartz	<u>YES</u>
Caggiano	<u>YES</u>
Ruzzano	<u>YES</u>

Business Lease

THIS LEASE, entered into the 11 day of MARCH 2020, (the Effective Date") by and between the Margate Community Redevelopment Agency, hereinafter called "Lessor" or "Landlord", and Margate Blvd Hardware Store, Inc., d/b/a Ace Hardware, hereinafter called "Lessee" or "Tenant".

WITNESSETH:

Upon the terms and conditions hereinafter set forth herein, Lessor does hereby lease and Rent unto Lessee, and Lessee does hereby take as tenant under this Lease, the Premises located at 5833B, 5841, 5861, and 5865 Margate Boulevard, Margate, Florida 33063 and consisting of the following square footage:

5833B Margate Boulevard	500 square feet
5841 Margate Boulevard	7,931 square feet
5861 Margate Boulevard	1,600 square feet
5865 Margate Boulevard	1,600 square feet

as more fully depicted in the attached sketch, and hereafter referred to as the "Premises." The Premises is to be used by Lessee, as a Retail Hardware Store, and for no other purpose, which Premises is located within the Shopping Center known as Margate Shopping Center herein called "Building" as depicted in **Exhibit "A"** attached hereto. The term of this Lease ("Term") is for two (2) years to wit: from April 1, 2020 thru March 31, 2022 inclusive by this Lease and no other. Subject to the execution of a written amendment to this Lease, Lessor may grant one additional five (5) year renewal option period to commence April 1, 2027.

IN CONSIDERATION of the terms and covenants hereinafter set out, the parties hereto covenant and agree as follows:

1. RENTS: Commencing on April 1, 2020, Lessee agrees to pay Lessor, or to Lessor's Agent, at Lessor's office located at 5790 Margate Boulevard, Margate, FL 33063, or any other location hereinafter designated by Lessor, or its assignee, Rent for said Premises without notice, including deduction and set-offs, in the amount equal to \$78,351.60 per year, for the Term, plus sales tax, as applicable. Rent shall be paid monthly, and in monthly installments of \$6,529.30 plus applicable state and local discretionary sales tax, for a total monthly payment of \$6,953.70 throughout the Term. To the extent that the applicable sales tax changes during the Term, the Lessor shall provide notice to Lessee of the change in the sales tax rate to be paid, and the total monthly Rent resulting from the change in the sales tax rate. Rent and additional Rent and any and all other sums due and payable to Landlord in connection with Tenant's use and occupancy of the Premises shall be considered Rent and referred to herein as Rent. With respect to the additional five year renewal option, subject to the execution of a written amendment, the Lessor reserves the right to assess increases in rent for the five year renewal term. The percentage of the rent increase shall be commensurate with increases, if any, applied to other tenants within the plaza, as approved by the Margate Community Redevelopment Agency Board.

Notwithstanding the first paragraph of this Section, in consideration for Lessee replacing the five (5) HVAC systems in 5841 Margate Boulevard at Lessee's cost and expense, the Lessor will abate Rent for the month of May, 2020. Lessee will make all improvements within sixty,

(60) days, with copies of receipts documented to the Landlord.

Termination Right: Upon no less than twelve (12) months written notice (the "Termination Notice") the Lessor or Lessee may terminate the Lease with no penalty to either party. Termination Notice must be delivered in accordance with the notice provision of this Lease and must provide a date certain for the termination of this Lease, provided that the date certain is not less than 12 months from the date of delivery of the Termination Notice. Upon Tenant properly terminating and vacating the Premise, this Lease shall be terminated and of no further force and effect, except for obligations that specifically survive termination/expiration. Tenant and Landlord agree to sign a Termination of Lease as prepared by Landlord in connection with this termination right exercised by either party.

2. COMMON AREA MAINTENANCE:

a. Landlord and Tenant agree that Tenant's share of CAM is 0.00%. Lessee shall pay the amount of \$0.00 per sq. ft. or \$0.00 per month, plus applicable sales tax, for a total monthly CAM charge of \$0.00.

b. Lessee shall be responsible for all utility charges and shall keep all accounts in Tenant's name and pay directly to the utility provider or if Landlord pays, Lessee shall reimburse Landlord its actual costs for any utility payment it makes on behalf of Tenant immediately upon demand and/or as additional Rent.

3. REAL ESTATE TAXES: Tenant agrees to pay a sum equal to its pro rata share of all real estate taxes as in fact paid by the Landlord which may be assessed by the lawful taxing authority against the land, buildings and all improvements. Said tax is estimated, based on previous year's actual tax bill, and will be adjusted accordingly when Landlord receives the official tax notice. Any difference will be added to, or credited to, the next month's Rent. Landlord and Tenant agree that Tenant's share of said real estate tax is 0.00%. This shall constitute a monthly charge of \$0.00, plus applicable sales tax, for a total monthly payment of \$0.00, payable on the first day of the month, and shall be considered additional Rent.

4. LICENSES: The Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and city government and of any and all their departments and bureaus applicable to Tenant's use and occupancy within said Premises.

5. SECURITY DEPOSIT AND ADVANCE RENT:

a. Simultaneously with the execution of this Lease, the Tenant shall deposit \$1,200.00 with the Landlord as Security Deposit and \$6,953.70 as last month's Rent, to be held as collateral security for the payment of any Rent and other sums of money payable by Tenant under this Lease, and for the faithful performance of all other covenants and agreements of Tenant hereunder; the amount of said deposit, without interest, to be repaid to Tenant after the termination of this Lease and any renewal thereof, provided Tenant shall have made all such payments, and performed all such covenants and agreements. Upon any default by Tenant hereunder all or part of said deposit may, at Landlord's sole option, be applied on account of

such default, and thereafter, Tenant shall, within five (5) business days, restore the resulting deficiency in said deposit. Should Landlord retain said deposit on account of default, the deposit shall in no way be construed as liquidated damages, and Landlord reserves its right to seek any additional damages sustained from default by Tenant.

b. Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the Premises in the event that such interest be sold and thereupon, Landlord shall be discharged from any further liability with respect to such deposit, and this provision shall also apply to any subsequent transfers.

6. **DELINQUENT PAYMENTS:** Any Rent payment, including sales tax, common area maintenance fees, real estate taxes, insurance, or other required payments which are not received in full by the 7th day of the month will be considered past due and will be charged a 5% late fee. Tenant further agrees that the late charge imposed is fair and reasonable, complies with all laws, regulations and statutes, and constitutes an agreement between Landlord and Tenant as to the estimated compensation for costs and administrative expenses incurred by Landlord due to the late payment of Rent by Tenant. Tenant further agrees that the late charge assessed may be treated by Landlord as additional Rent owed by Tenant. Any payment not honored by the bank will be charged a minimum of \$50.00 or the maximum amount allowed by law, whichever is greater. If Lessee ever presents to Lessor, a payment which is not honored by the bank, Lessor will only accept a certified check or cashier's check, for all future payments.

7. **POSSESSION:**

a. Lessor shall not be liable for failure to deliver possession of the Premises at the specified time, other than to the extent of a pro rata abatement of Rent from the date of the commencement of this Lease to the day possession is delivered to Lessee.

b. Lessee acknowledges receipt from Lessor in good working order and condition, all doors, lights, electrical and plumbing fixtures, if applicable. By occupying the Premises, Tenant shall be deemed to have accepted the Premises and to have acknowledged that the Premises is in acceptable condition as required by this Lease.

8. **DAMAGE TO PROPERTY:**

a. Lessee is, and shall be responsible and liable for any damages done to the Premises, the Building, the Building parking lot, and sidewalks surrounding the Building, or to any property of Lessor or other tenants of the Building caused by Lessee's acts or omissions, or those of Lessee's employees, agents, customers or other persons who are on the Building property due to Lessee's tenancy.

b. Before vacating the Premises, in accordance with Lessee's rights to do so under this Lease, Lessee shall coordinate with Lessor 30 days in advance, to surrender to Lessor, all keys, therefore, and return the Premises undamaged and unsoiled to Lessor. Prior to vacating the Premises, the Premises shall be cleaned, at Tenant's expense, including all flooring, rooms, walls, fixtures, windows and plumbing fixtures.

9. **SUBLEASE/ASSIGNING:** Lessee shall not have the right to sublet or assign the

Premises or any part thereof, or permit others to occupy same, nor to transfer this Lease without the written consent of Lessor, which consent may be withheld in total and absolute discretion of Lessor. Change of Lessee partnership, LLC or other entity, purchase or transfer of entity to a different stockholder partner or principal shall be an assignment pursuant to this section. Any Lessee violation of this provision shall be, at Landlord's option, void and of no force or effect.

10. SUBORDINATION: Tenant agrees that it does hereby subordinate its rights hereunder to the lien of any mortgage, ground lease, or any other method of financing or refinancing now or hereafter placed against the land and/or the Premises and/or any or all of the buildings now or hereafter built or to be built in the Shopping Center by Landlord. Tenant further agrees that it shall attorn to any such lender (or purchaser at foreclosure) or ground lessor upon such lender's or ground lessor's succession (or the succession of any purchaser at the sale of all or any part of the Shopping Center on a foreclosure or deed in lieu of foreclosure) to Landlord's interest hereunder, whether by means of foreclosure, deed in lieu of foreclosure or otherwise. This Section shall be self-operative and no further instrument of subordination or attornment shall be required. Tenant further agrees, however, that within ten (10) days of a request therefor, that it will enter into and execute all documents which any mortgagee or any ground lessor may reasonably request Tenant to enter into and execute, including, but not limited to, a subordination, and attornment agreement, and/or a new lease for the remainder of the Term hereof on the terms and conditions set forth herein.

11. DISTURBANCES/DISRUPTION: Lessee shall make every effort to eliminate and not allow any disturbance or disruption to any other tenants, tenant's agents, employees, customers or any other persons due to Lessee's business, Lessee's agents, employees, customers or any other persons. Should Lessee ever be contacted in writing by Lessor regarding any such disturbances or disruptions, Lessee shall have 3 business days to remedy any and all alleged disturbances or disruptions implied, at Lessee's sole financial cost. Should Lessee fail to remedy any alleged disturbances or disruptions to the full satisfaction of the Lessor, Lessor may, at Lessor's option, remedy such allegations at the Lessee's expense and may seek all actions applicable for default of lease. The second occasion of such disturbance or disruption, as described above, shall be cause for termination of this Lease.

12. RE-ENTRY: Should Lessee at any time while this Lease is in force, abandon or vacate the Premises, or if an execution or other process be levied upon the interest of Lessee, affecting Lessor's rights hereunder, or if Lessee be adjudicated bankrupt, Lessor may at Lessor's option, re-enter and take possession of the Premises and terminate this Lease, subject to all the rights, covenant and agreements herein otherwise set out.

13. PERMITTED USES AND PROHIBITED PURPOSES: The Premises shall be used as a Retail Hardware Store, and the Premises shall be used for no other purposes, unless agreed to by the parties to this Lease in writing. Tenant will be fully compliant with all applicable governing law and rules and regulations as to Tenant's business.

14. PEST/RODENT PROTECTION: Due to the nature of the business, tenant is required to maintain a continuous service contract for pest control and rodent control to the interior and exterior of the Premises. The cost of said contract shall be paid by Lessee. Landlord shall be given copies of all documentation for such contract and shall have the authority and

permission to contact such servicing agencies directly as Landlord deems necessary.

15. **CONDITION OF PREMISES:** Lessee has examined the Premises, is satisfied with the physical condition, and by taking possession, acknowledges and agrees that the Premises is in good order and repair.

16. **REPLACEMENT AND CARE:** Lessee, at Lessee's sole cost and expense, shall repair, maintain and replace, including but not limited to, the heating, air conditioning, electrical, plumbing and sewer systems, doors, windows and broken and cracked glass which may become necessary during the Term or any extended Term, of this Lease. The Lessee also agrees to keep the sidewalk and storefront in front of Premises in clean and sanitary condition at all times.

17. **IMPROVEMENTS:** Other than the improvements contained in **Exhibit "B"** to this Lease, which is attached hereto and incorporated herein, Lessee shall not perform or contract out any improvements for the Premises without the written consent of the Lessor, which consent may be withheld in Landlord's sole and absolute discretion.

18. **LESSEE SHALL NOT CAUSE LIENS:** Nothing in this Lease shall grant or confer unto the Lessee the right to lien, mortgage or encumber in any way the real property of the Lessor or any improvement thereon nor subject said property to any encumbrance; the Lessee has no right whatsoever to lien, mortgage or encumber the real property of the Lessor, or the improvements thereon; the Lessee alone shall be liable and responsible for labor or material furnished to the Premises by order of the Lessee or its agents or subcontractors and construction liens are expressly prohibited under this Lease.

Tenant shall keep the Premises and any improvements thereon at all times during the Term hereof free of construction liens and other liens of like nature and at all times shall fully protect and hold Landlord harmless against all such liens or claims and against all attorney's fees and other costs and expenses arising out of or as a result of any such lien or claim. Under Florida Section 713.10, Florida Statutes, the interests of Landlord in the Premises, the Shopping Center or the improvements thereon, shall not be subject to liens for any improvements made by or on behalf of the Tenant and no one acting by, through or under the Tenant may file any lien against the Premises or the Shopping Center. All parties with whom Tenant may deal are put on notice that Tenant has no power to subject Landlord's interest to any mechanics' or materialmen's lien of any kind or character, and all such persons so dealing with Tenant must look solely to the credit of Tenant, and not to Landlord's said interest or assets. Tenant shall provide written notice to each contractor, subcontractor, materialman, mechanic and laborer performing work in the premises of the foregoing. A copy of such notice shall be sent to Landlord. Tenant shall provide Landlord with Notice of Termination of any Notice of Commencement filed by any contractor or subcontractor. Landlord may record a memorandum of this Lease in the public records. In the event a lien is filed against Landlord's interest in the Premises, Landlord, at its option, may pay all or any part of such lien or claim, and any such payments, together with interest thereon at the rate of 18% per annum from the time of such payment by Landlord until repayment by Tenant, shall be paid by Tenant as additional Rent upon demand, and if not so paid, shall continue to bear interest at the aforesaid rate until paid in full.

19. **COMPLIANCE:** Lessee agrees to uphold and abide by all ADA regulations as they may affect the Premises. Lessee holds Lessor harmless for any and all claims against

Lessor for non-compliance. Lessee must fully comply with any and all written directive from Lessor in order to create and maintain ADA compliance within the Premises.

20. DESTRUCTION OF PREMISES, OR CONDEMNATION, ETC:

a. In the event the Premises are totally destroyed by fire, rain, wind or other causes beyond the control of Lessor, taken by eminent domain, or conveyed under threat thereof, then this lease shall cease and terminate as of the date of such destruction or taking. All award for any taking by condemnation or taking under eminent domain or threat thereof shall be the sole property of Lessor. The Lessee shall have no interest in any award.

b. If the Premises are damaged by fire, rain, wind or other natural disaster/casualty, and are rendered temporarily unfit for use, the Lessor, may, at its option, restore the Premises and this Lease shall remain in full force and effect. During the term of such restoration, the Rent shall be abated in proration to that portion of the Premises which is unfit. If Lessor determines that it shall not repair or restore the Premises, it shall notify the Lessee within 30 days after date of such damage and this Lease shall be terminated as of the date of such damage. Notwithstanding anything herein to the contrary, if the Premises are damaged by fire, rain, wind or other natural disaster or casualty and rendered temporarily unfit for use, Lessee shall have a period of 30 days after the date of such damage to elect, in writing, to terminate this Lease.

21. INSPECTIONS & REPAIRS:

a. Lessor and Lessor's authorized agents shall have the right to enter, or inspect in order to repair or alter or to show the Premises to prospective tenants or purchasers. Lessor may make such repairs and alterations of the Premises as may be deemed necessary by Lessor at times determined by Lessor. Repairs deemed as emergencies by the Lessor will be done knowing that time is of the utmost importance.

b. If Lessee shall vacate or abandon the Premises, Lessor may, but not be obligated to, then enter same for inspection, to clean, decorate, or renovate, which shall not affect or abate Rent or other charges due hereunder, or affect any terms hereof.

22. SIGNAGE: Lessee, at Lessee's sole cost and expense is responsible for purchasing, permitting, installation, and maintaining within the required code and the removal upon vacating of all exterior signage. The color, size, typeset, and mounting must be approved by Lessor in writing prior to commencing with installation.

23. EXTERIOR: On a limited basis, and in compliance with all applicable law and rules and regulations of all governmental authorities, extended parking will be allowed as long as the vehicles are parked in an orderly manner and provided that the vehicles are properly registered and operable. Should Landlord find tenant or any employees, customers, or associates of tenant parking overnight excessively (except for business vehicles) or consistently parking in a haphazard manner, Landlord will notify tenant and if the parking problem is not rectified within 24 hours, Landlord shall have the right to have such vehicle(s) removed, towed and stored solely at vehicle owner's/tenant's expense. Outside storage is not permitted for any reason

at anytime. Should Landlord find tenant or any employees, customers or associates of tenant allowing items to be stored outside, Landlord shall have the right to have same removed and disposed of at tenant's sole expense.

24. **ALTERATIONS/DEMOLITION:** Lessor and Lessee hereby agree and understand that in the event the Lessor decides to remodel, alter, or demolish all or any part of the Premises leased hereunder, or the Building or Shopping Center, the Lessee hereby agrees to vacate the Premises and this Lease shall terminate and be of no further force and effect, provided that Lessor gives Lessee 30 days advance written notice of Lessor's termination for remodel, alteration or demolition.

25. **INSURANCE AND INDEMNIFICATION:** Tenant shall indemnify and save harmless Landlord together with the Landlord's property management company and the property manager ("Landlord's Agents") from and against all claims of whatever nature arising from any act, omission or negligence of Tenant, or Tenant's contractors, licensees, invitees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person, or from any violation of applicable law. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof and shall survive the expiration or earlier termination of this Lease.

a. **Insurance.** Throughout the Lease Term, Tenant shall, at its sole cost and expense, maintain in full force and effect the following types and amounts of insurance coverage:

i. **Liability Insurance.** Tenant shall provide and keep in full force and effect a policy or policies of Commercial General liability and property damage insurance with each providing coverage against liability for personal injury, death and property damage having a combined single limit of not less than Three Hundred Thousand Dollars (\$300,000.00) with respect to injuries, deaths or damage in any one occurrence. Said insurance, and any and all other liability insurance maintained by Tenant in excess of or in addition to that required hereunder, shall include, without limitation, protection for, and, in addition to Tenant, shall name as an additional insured, and Landlord and any lender or ground landlord hereafter holding any interest in Shopping Center, the effect of which will insure such parties in respect of any and all loss or liability resulting from personal injury, death or property damage arising or occurring upon, or in connection with, or by reason of the use and occupancy of the Premises or the operation of the business conducted by Tenant within and from the Premises. Landlord reserves the right to specify higher liability limits or additional insurance coverage from time to time to meet reasonably anticipated loss exposure, or to reflect changes in the value of the Premises.

ii. **Workers' Compensation Insurance.** Tenant shall provide, and keep in full force and effect, workers' compensation insurance, in a form and with coverage limits not less than as prescribed by the laws of the State of Florida, and employers' liability insurance in an amount equal to the minimum amount required by law.

iii. **Property Damage Insurance.** Tenant shall provide and keep in full force and effect a policy covering loss occasioned by fire, windstorm, theft, vandalism, malicious mischief, sprinkler leakage, water damage, flood and other hazards and/or casualties including special extended coverage, in an amount adequate to cover the replacement cost of any and all

interior improvements made by Tenant in the Premises and Tenant's plate glass, trade fixtures, inventory, personal property whether affixed or non-affixed to the premises, and all other contents located in the Premises from time to time.

All insurance policies required to be carried by Tenant shall be issued by fiscally responsible insurance companies (having a Best Rating of not less than A+VIII) authorized and licensed to do business in the State of Florida and shall be for periods of not less than one year. Tenant shall renew the same at least thirty (30) days prior to the expiration thereof. All such policies shall include the insurer's unconditional agreement to provide not less than thirty (30) days' written notice to Landlord prior to any cancellation thereof or any change reducing coverage thereunder.

26. **DEFAULT:** Should Lessee fail to perform any of the covenants under this Lease, the Lessor shall have the right to immediately accelerate all Rents due under this Lease after written notice to Lessee of said default and reasonable time of three (3) business days to cure said default.

27. **EVENTS OF DEFAULT:** The occurrence of any of the following shall constitute an event of default hereunder by Tenant ("Event of Default"):

a. Failure of Tenant to pay when due any installment of Rent or any other sum herein required to be paid by Tenant when due.

b. Tenant's failure to perform any covenants or conditions of this Lease within three (3) days after written notice and demand.

c. Discontinuance by Tenant of the conduct of its business in the Premises beyond a ten (10) day period or abandonment of the Premises by Tenant.

d. The filing of any Petition for Bankruptcy under the United States Bankruptcy Code or the filing of an Assignment for Benefits of Creditors under Chapter 727, Florida Statutes.

e. In the event Tenant is in default under this Lease, Landlord may elect, in addition to any and all remedies provided by Florida Law, any or all of the following remedies, which are cumulative:

i. Termination of Lease. By written notice to Tenant, designate a date upon which the Lease shall terminate ("Termination Date"), and thereupon, on the Termination Date, this Lease and all rights of Tenant hereunder shall terminate. Such termination by Landlord shall not affect the obligations of Tenant arising under the Lease prior to the Termination Date or the other remedies of Landlord provided in this Lease.

ii. Termination of Tenant's Possession. Landlord may elect to terminate Tenant's possessory rights, without terminating the Lease, and upon such election, Tenant and any sub-tenants, licensees or assignees of Tenant shall surrender the Premises to Landlord, and Landlord, at any time after such termination, may, without further notice, re-enter and repossess the Premises without being liable for any prosecution or damages therefore, and no

person claiming through or under Tenant or by virtue of any statute or of any order of any court shall be entitled to possession of the Premises. At any time or from time to time after any such termination of Tenant's possession, Landlord may, but shall have no duty to, attempt to relet the Premises or any part thereof, in the name of Landlord or otherwise, for such term or terms and on such conditions as Landlord, in its sole discretion, may determine, and may collect and receive the rents therefore.

The termination of Tenant's possession of the Premises shall not relieve Tenant of its liability and obligations under this Lease, including the obligation to pay Rent, and such liability and obligations shall survive any such termination. If Landlord, at its option shall relet the Premises during said period, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents, as and when received by Landlord, the expenses incurred or paid by Landlord in terminating this Lease and in securing possession thereof, as well as the expenses of reletting, including, without limitation, the alteration and preparation of the Premises for replacement tenants, brokers' commissions, any tenant concession or improvement allowance provided for any replacement tenants, attorneys' fees and all other expenses properly chargeable against the Premises and the rental therefrom. Tenant shall have no entitlement to any rents received by Landlord from a third party which is in excess of Tenant's remaining Rent obligation to Landlord.

b. Landlord may, whether this Lease or Tenant's possession of the Premises is terminated or not, recover damages from the Tenant in accordance with either of the following provisions:

i. Acceleration. The present value of the entire amount of the Rent, inclusive of Base Rent and Additional Rent, which would become due and payable during the remainder of the Term of this Lease. Such present value shall be determined utilizing a discount rate of four percent (4%); or

ii. Sums equal to the Rent which would have been payable by Tenant in accordance with the Lease, payable upon the due dates as set forth in the Lease, through the expiration of this Lease.

c. Tenant waives any right of redemption to which it is otherwise entitled. Tenant further agrees not to interpose any counterclaim whatsoever in any action brought by Landlord which seeks possession of the Premises. Tenant hereby waives any right to trial by jury in any action or proceeding brought by either Landlord or Tenant in any respect whatsoever arising out of this Lease or in any way connected with the parties' Landlord/Tenant relationship and/or Tenant's use and occupancy of the Premises.

d. If Tenant defaults in the performance of any of the terms, provisions, covenants and conditions of this Lease and by reason thereof the Landlord employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon the Event of Default, then in any of said events the Landlord shall be entitled to reasonable attorneys' fees and all expenses and costs incurred by the Landlord pertaining thereto and in enforcement of any remedy. Such fees and costs shall include, but not be limited to, fees and costs related to pretrial, trial, appellate, judicial and administrative proceedings and bankruptcy

and insolvency proceedings.

28. TAXES: The Tenant shall be responsible for all personal property taxes assessed upon the Premises and upon any property located within the Premises.

29. ATTORNEYS FEES: In any action or proceeding to enforce this Lease, including any appeals or post judgment proceedings, the Lessor shall be entitled to recover from the other party thereto all reasonable attorney's fees, court costs, filing fees, publication costs and other expenses incurred by the Lessor in connection therewith.

30. OF NOTICE: Lessee agrees to waive notice pursuant to Section 83.20 of the Florida Statutes, if it has not vacated the Premises as provided by this Agreement.

31. RENEWAL OPTION: Lessor and Lessee agree to an additional five, (5) year renewal option period to commence April 1, 2022. With respect to the additional five year renewal option, the Lessor reserves the right to assess increases in rent for lease years 6-10. The percentage of the rent increase shall be commensurate with increases, if any, applied to other tenants within the plaza, as approved by the Margate Community Redevelopment Agency Board.

32. NOTICES: All notices and demands authorized or required to be given to Lessee or Lessor hereunder may be served upon Lessee or Lessor in person or by regular mail addressed at the Premises for Lessee or attached to the front door of Premises for Lessee. The parties designate the following as the respective place for giving of notice, to wit:

For Lessee: Margate Blvd Ace Hardware, Inc.
5841 Margate Boulevard
Margate, Florida 33063

For Lessor: Margate Community Redevelopment Agency
5790 Margate Boulevard
Margate, Florida 33063

33. SURRENDER AND HOLDING OVER: Tenant, upon expiration or termination of this Lease, either by lapse of time or otherwise, agrees peaceably to surrender to Landlord the Premises in "broom clean" condition and in good repair. Should Tenant hold over and remain in possession of the Premises at the expiration of any Term hereby created, Tenant shall, by virtue of this paragraph, become a tenant-at-sufferance and shall pay Landlord twice the Rent per month of the last monthly installment of Rent above provided to be paid. Nothing herein shall be deemed to permit Tenant to retain possession of the Premises after the expiration of or earlier termination of this Lease. Tenant will pay to Landlord, upon request, all damages that Landlord may suffer on account of Tenant's failure to surrender possession of the Premises as required under this Lease upon the expiration or termination of this Lease and will indemnify Landlord against all liabilities, costs and expenses (including all reasonable attorneys' fees and costs) arising out of Tenant's delay in so delivering possession, including claims of any succeeding

tenant.

34. **COMPLETE AGREEMENT:** No oral agreements, statements, representations, understandings or promises, from any source, or terms or provisions have been made and all terms and conditions are hereinafter set out.

LESSEE:

Margate Blvd. Hardware Store, Inc.

By:

N. Vallyani

Title:

NOOR VALLYANI (PRESIDENT)

[Signature]
Witness to Lessee

JAMES NAROK
Print Name

Witness to Lessee

Print Name

LESSOR:

Margate Community Redevelopment Agency

By:

[Signature]

Title:

TOMMY RUZZANO, CHAIR

Rita Rodi
Witness to Lessor

RITA RODI
Print Name

Witness to Lessor

Print Name

EXHIBIT "A"

ADVANCED ASSET MANAGEMENT, INC.
5909 Margate Boulevard
Margate, Florida 33063
(954) 817-1041

Margate Shopping Center
5801 - 6221 Margate Boulevard

Space Sketch

Available 5901 3000 sq ft	14	Sharkey's 5889 1,950 sq ft	13	Wings 5885 650 sq ft	12	Available 5881 2500 sq ft	11	Flynn's 5869 1,600	Available 5865 1,600	Available 5861 1,600	Ace Hardware 5841 7931 sq ft	MCRA 5833 C 500 sq ft	6	Tri-County Liquor 5809 1600 sq ft	2	Valencia's 5801 3750 sq ft	1
Storage						Storage											
Advanced Asset Mgmt 5909 1100 sq ft	15					Vera Brown Events 5877 500 sq ft	10					Ace 5833 B 500 sq ft	7	Tri-County Beverage 5817 6200 sq ft	3		
Margate Salon 6201 650 sq ft	16					Available 5873 600 sq ft	9					Pete's 5833 A 500 sq ft	5		4		
Eagle Electric 6205 650 sq ft	17																
Alex's Sausage 6209 650 sq ft	18																
Sneaker Connect 6213 650 sq ft	19																
Way Back 6217 650 sq ft	20																
Way Back 6221 900 sq ft	21																

EXHIBIT "B"

LESSEE IMPROVEMENTS

1. Any and all plumbing improvements to achieve Building Code for the Lessee's use
2. Any and all electrical improvements to achieve Building Code for the Lessee's use
3. Replacement of 5 HVAC units for space 5841 Margate Boulevard

LESSOR IMPROVEMENTS

1. Lessor shall reimburse Lessee for actual permitting fees of municipal building permit related to the replacement of five HVAC units. Lessee must show proof of final permit approval and receipt for permit expense.

N.V.

00
J.K.P.

Business Lease

THIS LEASE, entered into the ____/__/ day of March 2020, (the Effective Date”) by and between the Margate Community Redevelopment Agency, hereinafter called "Lessor" or "Landlord", and Margate Blvd. Hardware Store, Inc. d/b/a Ace Hardware, hereinafter called "Lessee" or "Tenant".

WITNESSETH:

Upon the terms and conditions hereinafter set forth herein, Lessor does hereby lease and Rent unto Lessee, and Lessee does hereby take as tenant under this Lease, the Premises located at 5823 Margate Boulevard, Margate, Florida 33063 and consisting of approximately 3,200 square feet hereinafter called "Premises" to be used by Lessee, as retail space, and for no other purpose, which Premises is located within the Shopping Center known as Margate Shopping Center herein called "Building". The term of this Lease ("Term") is one, (1) year to wit: from April 1, 2020 thru March 31, 2021 inclusive by this Lease and no other.

IN CONSIDERATION of the terms and covenants hereinafter set out, the parties hereto covenant and agree as follows:

1. **RENTS:** Commencing on April 1, 2020, Lessee agrees to pay Lessor, or to Lessor's Agent, at Lessor's office located at 5790 Margate Boulevard, Margate, FL 33063 or any other location hereinafter designated by Lessor, or its assignee, Rent for said Premises without notice, including deduction and set-offs, in the amount equal to \$38,400 per year for the Term, plus sales tax, as applicable. Thereafter Rent shall be paid monthly, and in monthly installments of \$3,200.00 plus applicable sales tax, for a total monthly payment of \$3,408.00 payable on the first day of every month beginning, July, 2020, and monthly thereafter throughout the Term. Rent and additional Rent and any and all other sums due and payable to Landlord in connection with Tenant's use and occupancy of the Premises shall be considered Rent and referred to herein as Rent.

Termination Right: Upon no less than thirty (30) days written notice (the "Termination Notice") the Lessor or Lessee may terminate the Lease with no penalty to either party. Termination Notice must be delivered in accordance with the notice provision of this Lease and must provide a date certain for the termination of this Lease, provided that the date certain is not less than 30 days from the date of delivery of the Termination Notice. Upon Tenant properly terminating and vacating the Premise, this Lease shall be terminated and of no further force and effect, except for obligations that specifically survive termination/expiration. Tenant and Landlord agree to sign a Termination of Lease as prepared by Landlord in connection with this termination right exercised by either party.

2. COMMON AREA MAINTENANCE:

a. Landlord and Tenant agree that Tenant's share of CAM is 0.00%. Lessee shall pay the amount of \$0.00 per sq. ft. or \$0.00 per month, plus applicable sales tax, for a total monthly CAM charge of \$0.00.

b. Lessee shall be responsible for all utility charges and shall keep all accounts in Tenant's name and pay directly to the utility provider or if Landlord pays, Lessee shall reimburse Landlord its actual costs for any utility payment it makes on behalf of Tenant immediately upon demand and/or as additional Rent.

3. REAL ESTATE TAXES: Tenant agrees to pay a sum equal to its pro rata share of all real estate taxes as in fact paid by the Landlord which may be assessed by the lawful taxing authority against the land, buildings and all improvements. Said tax is estimated, based on previous year's actual tax bill, and will be adjusted accordingly when Landlord receives the official tax notice. Any difference will be added to, or credited to, the next month's Rent. Landlord and Tenant agree that Tenant's share of said real estate tax is 0.00%. This shall constitute a monthly charge of \$0.00, plus applicable sales tax, for a total monthly payment of \$0.00, payable on the first day of the month, and shall be considered additional Rent.

4. LICENSES: The Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and city government and of any and all their departments and bureaus applicable to Tenant's use and occupancy within said Premises.

5. SECURITY DEPOSIT AND ADVANCE RENT:

a. Simultaneously with the execution of this Lease, the Tenant shall deposit \$0.00 with the Landlord as Security Deposit and \$0.00 as last month's Rent, to be held as collateral security for the payment of any Rent and other sums of money payable by Tenant under this Lease, and for the faithful performance of all other covenants and agreements of Tenant hereunder; the amount of said deposit, without interest, to be repaid to Tenant after the termination of this Lease and any renewal thereof, provided Tenant shall have made all such payments, and performed all such covenants and agreements. Upon any default by Tenant hereunder all or part of said deposit may, at Landlord's sole option, be applied on account of such default, and thereafter, Tenant shall, within five (5) business days, restore the resulting deficiency in said deposit. Should Landlord retain said deposit on account of default, the deposit shall in no way be construed as liquidated damages, and Landlord reserves its right to seek any additional damages sustained from default by Tenant.

b. Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the Premises in the event that such interest be sold and thereupon, Landlord shall be discharged from any further liability with respect to such deposit, and this provision shall also apply to any subsequent transfers.

6. DELINQUENT PAYMENTS: Any Rent payment, including sales tax, common area maintenance fees, real estate taxes, insurance, or other required payments which are not received in full by the 7th day of the month will be considered past due and will be charged a 5% late fee. Tenant further agrees that the late charge imposed is fair and reasonable, complies with all laws, regulations and statutes, and constitutes an agreement between Landlord and Tenant as to the estimated compensation for costs and administrative expenses incurred by Landlord due to the late payment of Rent by Tenant. Tenant further agrees that the late charge assessed may be

treated by Landlord as additional Rent owed by Tenant. Any payment not honored by the bank will be charged a minimum of \$50.00 or the maximum amount allowed by law, whichever is greater. If Lessee ever presents to Lessor, a payment which is not honored by the bank, Lessor will only accept a certified check or cashier's check, for all future payments.

7. POSSESSION:

a. Lessor shall not be liable for failure to deliver possession of the Premises at the specified time, other than to the extent of a pro rata abatement of Rent from the date of the commencement of this Lease to the day possession is delivered to Lessee.

b. Lessee acknowledges receipt from Lessor in good working order and condition, all doors, lights, electrical and plumbing fixtures, if applicable. By occupying the Premises, Tenant shall be deemed to have accepted the Premises and to have acknowledged that the Premises is in acceptable condition as required by this Lease.

8. DAMAGE TO PROPERTY:

a. Lessee is, and shall be responsible and liable for any damages done to the Premises, the Building, the Building parking lot, and sidewalks surrounding the Building, or to any property of Lessor or other tenants of the Building caused by Lessee's acts or omissions, or those of Lessee's employees, agents, customers or other persons who are on the Building property due to Lessee's tenancy.

b. Before vacating the Premises, in accordance with Lessee's rights to do so under this Lease, Lessee shall coordinate with Lessor 30 days in advance, to surrender to Lessor, all keys, therefore, and return the Premises undamaged and unsoiled to Lessor. Prior to vacating the Premises, the Premises shall be cleaned, at Tenant's expense, including all flooring, rooms, walls, fixtures, windows and plumbing fixtures.

9. SUBLEASE/ASSIGNING: Lessee shall not have the right to sublet or assign the Premises or any part thereof, or permit others to occupy same, nor to transfer this Lease without the written consent of Lessor, which consent may be withheld in total and absolute discretion of Lessor. Change of Lessee partnership, LLC or other entity, purchase or transfer of entity to a different stockholder partner or principal shall be an assignment pursuant to this section. Any Lessee violation of this provision shall be, at Landlord's option, void and of no force or effect.

10. SUBORDINATION: Tenant agrees that it does hereby subordinate its rights hereunder to the lien of any mortgage, ground lease, or any other method of financing or refinancing now or hereafter placed against the land and/or the Premises and/or any or all of the buildings now or hereafter built or to be built in the Shopping Center by Landlord. Tenant further agrees that it shall attorn to any such lender (or purchaser at foreclosure) or ground lessor upon such lender's or ground lessor's succession (or the succession of any purchaser at the sale of all or any part of the Shopping Center on a foreclosure or deed in lieu of foreclosure) to Landlord's interest hereunder, whether by means of foreclosure, deed in lieu of foreclosure or otherwise. This Section shall be self-operative and no further instrument of subordination or attornment shall be required. Tenant further agrees, however, that within ten (10) days of a request therefor, that it will enter into and execute all documents which any mortgagee or any

ground lessor may reasonably request Tenant to enter into and execute, including, but not limited to, a subordination, and attornment agreement, and/or a new lease for the remainder of the Term hereof on the terms and conditions set forth herein.

11. **DISTURBANCES/DISRUPTION:** Lessee shall make every effort to eliminate and not allow any disturbance or disruption to any other tenants, tenant's agents, employees, customers or any other persons due to Lessee's business, Lessee's agents, employees, customers or any other persons. Should Lessee ever be contacted in writing by Lessor regarding any such disturbances or disruptions, Lessee shall have 3 business days to remedy any and all alleged disturbances or disruptions implied, at Lessee's sole financial cost. Should Lessee fail to remedy any alleged disturbances or disruptions to the full satisfaction of the Lessor, Lessor may, at Lessor's option, remedy such allegations at the Lessee's expense and may seek all actions applicable for default of lease. The second occasion of such disturbance or disruption, as described above, shall be cause for termination of this Lease.

12. **RE-ENTRY:** Should Lessee at any time while this Lease is in force, abandon or vacate the Premises, or if an execution or other process be levied upon the interest of Lessee, affecting Lessor's rights hereunder, or if Lessee be adjudicated bankrupt, Lessor may at Lessor's option, re-enter and take possession of the Premises and terminate this Lease, subject to all the rights, covenant and agreements herein otherwise set out.

13. **PERMITTED USES AND PROHIBITED PURPOSES:** The Premises shall be used as a retail space, and the Premises shall be used for no other purposes, unless agreed to by the parties to this Lease in writing. Tenant will be fully compliant with all applicable governing law and rules and regulations as to Tenant's business.

14. **PEST/RODENT PROTECTION:** Due to the nature of the business, tenant is required to maintain a continuous service contract for pest control and rodent control to the interior and exterior of the Premises. The cost of said contract shall be paid by Lessee. Landlord shall be given copies of all documentation for such contract and shall have the authority and permission to contact such servicing agencies directly as Landlord deems necessary.

15. **CONDITION OF PREMISES:** Lessee has examined the Premises, is satisfied with the physical condition, and by taking possession, acknowledges and agrees that the Premises is in good order and repair.

16. **REPLACEMENT AND CARE:** Lessee, at Lessee's sole cost and expense, shall repair, maintain and replace, including but not limited to, the heating, air conditioning, electrical, plumbing and sewer systems, doors, windows and broken and cracked glass which may become necessary during the Term or any extended Term, of this Lease. The Lessee also agrees to keep the sidewalk and storefront in front of Premises in clean and sanitary condition at all times.

17. **IMPROVEMENTS:** Lessee shall not perform or contract out any improvements for the property herein described without the written consent of the Lessor, which consent may be withheld in Landlord's sole and absolute discretion.

18. **LESSEE SHALL NOT CAUSE LIENS:** Nothing in this Lease shall grant or confer unto the Lessee the right to lien, mortgage or encumber in any way the real property of the Lessor or any improvement thereon nor subject said property to any encumbrance; the Lessee has no right whatsoever to lien, mortgage or encumber the real property of the Lessor, or the improvements thereon; the Lessee alone shall be liable and responsible for labor or material furnished to the Premises by order of the Lessee or its agents or subcontractors and construction liens are expressly prohibited under this Lease.

Tenant shall keep the Premises and any improvements thereon at all times during the Term hereof free of construction liens and other liens of like nature and at all times shall fully protect and hold Landlord harmless against all such liens or claims and against all attorney's fees and other costs and expenses arising out of or as a result of any such lien or claim. Under Florida Section 713.10, Florida Statutes, the interests of Landlord in the Premises, the Shopping Center or the improvements thereon, shall not be subject to liens for any improvements made by or on behalf of the Tenant and no one acting by, through or under the Tenant may file any lien against the Premises or the Shopping Center. All parties with whom Tenant may deal are put on notice that Tenant has no power to subject Landlord's interest to any mechanics' or materialmen's lien of any kind or character, and all such persons so dealing with Tenant must look solely to the credit of Tenant, and not to Landlord's said interest or assets. Tenant shall provide written notice to each contractor, subcontractor, materialman, mechanic and laborer performing work in the premises of the foregoing. A copy of such notice shall be sent to Landlord. Tenant shall provide Landlord with Notice of Termination of any Notice of Commencement filed by any contractor or subcontractor. Landlord may record a memorandum of this Lease in the public records. In the event a lien is filed against Landlord's interest in the Premises, Landlord, at its option, may pay all or any part of such lien or claim, and any such payments, together with interest thereon at the rate of 18% per annum from the time of such payment by Landlord until repayment by Tenant, shall be paid by Tenant as additional Rent upon demand, and if not so paid, shall continue to bear interest at the aforesaid rate until paid in full.

19. **COMPLIANCE:** Lessee agrees to uphold and abide by all ADA regulations as they may affect the Premises. Lessee holds Lessor harmless for any and all claims against Lessor for non-compliance. Lessee must fully comply with any and all written directive from Lessor in order to create and maintain ADA compliance within the Premises.

20. **DESTRUCTION OF PREMISES, OR CONDEMNATION, ETC:**

a. In the event the Premises are totally destroyed by fire, rain, wind or other causes beyond the control of Lessor, taken by eminent domain, or conveyed under threat thereof, then this lease shall cease and terminate as of the date of such destruction or taking. All award for any taking by condemnation or taking under eminent domain or threat thereof shall be the sole property of Lessor. The Lessee shall have no interest in any award.

b. If the Premises are damaged by fire, rain, wind or other natural disaster/casualty, and are rendered temporarily unfit for use, the Lessor, may, at its option, restore the Premises and this Lease shall remain in full force and effect. During the term of such restoration, the Rent shall be abated in proration to that portion of the Premises which is unfit. If Lessor determines that it shall not repair or restore the Premises, it shall notify the Lessee within 30 days after date of such damage and this Lease shall be terminated as of the date of such

damage. Notwithstanding anything herein to the contrary, if the Premises are damaged by fire, rain, wind or other natural disaster or casualty and rendered temporarily unfit for use, Lessee shall have a period of 30 days after the date of such damage to elect, in writing, to terminate this Lease.

21. INSPECTIONS & REPAIRS:

a. Lessor and Lessor's authorized agents shall have the right to enter, or inspect in order to repair or alter or to show the Premises to prospective tenants or purchasers. Lessor may make such repairs and alterations of the Premises as may be deemed necessary by Lessor at times determined by Lessor. Repairs deemed as emergencies by the Lessor will be done knowing that time is of the utmost importance.

b. If Lessee shall vacate or abandon the Premises, Lessor may, but not be obligated to, then enter same for inspection, to clean, decorate, or renovate, which shall not affect or abate Rent or other charges due hereunder, or affect any terms hereof.

22. SIGNAGE: Lessee, at Lessee's sole cost and expense is responsible for purchasing, permitting, installation, and maintaining within the required code and the removal upon vacating of all exterior signage. The color, size, typeset, and mounting must be approved by Lessor in writing prior to commencing with installation.

23. EXTERIOR: On a limited basis, and in compliance with all applicable law and rules and regulations of all governmental authorities, extended parking will be allowed as long as the vehicles are parked in an orderly manner and provided that the vehicles are properly registered and operable. Should Landlord find tenant or any employees, customers, or associates of tenant parking overnight excessively (except for business vehicles) or consistently parking in a haphazard manner, Landlord will notify tenant and if the parking problem is not rectified within 24 hours, Landlord shall have the right to have such vehicle(s) removed, towed and stored solely at vehicle owner's/tenant's expense. Outside storage is not permitted for any reason at anytime. Should Landlord find tenant or any employees, customers or associates of tenant allowing items to be stored outside, Landlord shall have the right to have same removed and disposed of at tenant's sole expense.

24. ALTERATIONS/DEMOLITION: Lessor and Lessee hereby agree and understand that in the event the Lessor decides to remodel, alter, or demolish all or any part of the Premises leased hereunder, or the Building or Shopping Center, the Lessee hereby agrees to vacate the Premises and this Lease shall terminate and be of no further force and effect, provided that Lessor gives Lessee 30 days advance written notice of Lessor's termination for remodel, alteration or demolition.

25. INSURANCE AND INDEMNIFICATION: Tenant shall indemnify and save harmless Landlord together with the Landlord's property management company and the property manager ("Landlord's Agents") from and against all claims of whatever nature arising from any act, omission or negligence of Tenant, or Tenant's contractors, licensees, invitees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person, or from any violation of applicable law. This

indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof and shall survive the expiration or earlier termination of this Lease.

a. Insurance. Throughout the Lease Term, Tenant shall, at its sole cost and expense, maintain in full force and effect the following types and amounts of insurance coverage:

i. Liability Insurance. Tenant shall provide and keep in full force and effect a policy or policies of Commercial General liability and property damage insurance with each providing coverage against liability for personal injury, death and property damage having a combined single limit of not less than Three Hundred Thousand Dollars (\$300,000.00) with respect to injuries, deaths or damage in any one occurrence. Said insurance, and any and all other liability insurance maintained by Tenant in excess of or in addition to that required hereunder, shall include, without limitation, protection for, and, in addition to Tenant, shall name as an additional insured, and Landlord and any lender or ground landlord hereafter holding any interest in Shopping Center, the effect of which will insure such parties in respect of any and all loss or liability resulting from personal injury, death or property damage arising or occurring upon, or in connection with, or by reason of the use and occupancy of the Premises or the operation of the business conducted by Tenant within and from the Premises. Landlord reserves the right to specify higher liability limits or additional insurance coverage from time to time to meet reasonably anticipated loss exposure, or to reflect changes in the value of the Premises.

ii. Workers' Compensation Insurance. Tenant shall provide, and keep in full force and effect, workers' compensation insurance, in a form and with coverage limits not less than as prescribed by the laws of the State of Florida, and employers' liability insurance in an amount equal to the minimum amount required by law.

iii. Property Damage Insurance. Tenant shall provide and keep in full force and effect a policy covering loss occasioned by fire, windstorm, theft, vandalism, malicious mischief, sprinkler leakage, water damage, flood and other hazards and/or casualties including special extended coverage, in an amount adequate to cover the replacement cost of any and all interior improvements made by Tenant in the Premises and Tenant's plate glass, trade fixtures, inventory, personal property whether affixed or non-affixed to the premises, and all other contents located in the Premises from time to time.

All insurance policies required to be carried by Tenant shall be issued by fiscally responsible insurance companies (having a Best Rating of not less than A+VIII) authorized and licensed to do business in the State of Florida and shall be for periods of not less than one year. Tenant shall renew the same at least thirty (30) days prior to the expiration thereof. All such policies shall include the insurer's unconditional agreement to provide not less than thirty (30) days' written notice to Landlord prior to any cancellation thereof or any change reducing coverage thereunder.

26. **DEFAULT:** Should Lessee fail to perform any of the covenants under this Lease, the Lessor shall have the right to immediately accelerate all Rents due under this Lease after written notice to Lessee of said default and reasonable time of three (3) business days to cure said default.

27. EVENTS OF DEFAULT: The occurrence of any of the following shall constitute an event of default hereunder by Tenant ("Event of Default"):

a. Failure of Tenant to pay when due any installment of Rent or any other sum herein required to be paid by Tenant when due.

b. Tenant's failure to perform any covenants or conditions of this Lease within three (3) days after written notice and demand.

c. Discontinuance by Tenant of the conduct of its business in the Premises beyond a ten (10) day period or abandonment of the Premises by Tenant.

d. The filing of any Petition for Bankruptcy under the United States Bankruptcy Code or the filing of an Assignment for Benefits of Creditors under Chapter 727, Florida Statutes.

e. In the event Tenant is in default under this Lease, Landlord may elect, in addition to any and all remedies provided by Florida Law, any or all of the following remedies, which are cumulative:

i. Termination of Lease. By written notice to Tenant, designate a date upon which the Lease shall terminate ("Termination Date"), and thereupon, on the Termination Date, this Lease and all rights of Tenant hereunder shall terminate. Such termination by Landlord shall not affect the obligations of Tenant arising under the Lease prior to the Termination Date or the other remedies of Landlord provided in this Lease.

ii. Termination of Tenant's Possession. Landlord may elect to terminate Tenant's possessory rights, without terminating the Lease, and upon such election, Tenant and any sub-tenants, licensees or assignees of Tenant shall surrender the Premises to Landlord, and Landlord, at any time after such termination, may, without further notice, re-enter and repossess the Premises without being liable for any prosecution or damages therefore, and no person claiming through or under Tenant or by virtue of any statute or of any order of any court shall be entitled to possession of the Premises. At any time or from time to time after any such termination of Tenant's possession, Landlord may, but shall have no duty to, attempt to relet the Premises or any part thereof, in the name of Landlord or otherwise, for such term or terms and on such conditions as Landlord, in its sole discretion, may determine, and may collect and receive the rents therefore.

The termination of Tenant's possession of the Premises shall not relieve Tenant of its liability and obligations under this Lease, including the obligation to pay Rent, and such liability and obligations shall survive any such termination. If Landlord, at its option shall relet the Premises during said period, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents, as and when received by Landlord, the expenses incurred or paid by Landlord in terminating this Lease and in securing possession thereof, as well as the expenses of reletting, including, without limitation, the alteration and preparation of the Premises for replacement tenants, brokers' commissions, any tenant concession or improvement allowance provided for any replacement tenants, attorneys' fees and all other expenses properly chargeable against the

Premises and the rental therefrom. Tenant shall have no entitlement to any rents received by Landlord from a third party which is in excess of Tenant's remaining Rent obligation to Landlord.

b. Landlord may, whether this Lease or Tenant's possession of the Premises is terminated or not, recover damages from the Tenant in accordance with either of the following provisions:

i. Acceleration. The present value of the entire amount of the Rent, inclusive of Base Rent and Additional Rent, which would become due and payable during the remainder of the Term of this Lease. Such present value shall be determined utilizing a discount rate of four percent (4%); or

ii. Sums equal to the Rent which would have been payable by Tenant in accordance with the Lease, payable upon the due dates as set forth in the Lease, through the expiration of this Lease.

c. Tenant waives any right of redemption to which it is otherwise entitled. Tenant further agrees not to interpose any counterclaim whatsoever in any action brought by Landlord which seeks possession of the Premises. Tenant hereby waives any right to trial by jury in any action or proceeding brought by either Landlord or Tenant in any respect whatsoever arising out of this Lease or in any way connected with the parties' Landlord/Tenant relationship and/or Tenant's use and occupancy of the Premises.

d. If Tenant defaults in the performance of any of the terms, provisions, covenants and conditions of this Lease and by reason thereof the Landlord employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon the Event of Default, then in any of said events the Landlord shall be entitled to reasonable attorneys' fees and all expenses and costs incurred by the Landlord pertaining thereto and in enforcement of any remedy. Such fees and costs shall include, but not be limited to, fees and costs related to pretrial, trial, appellate, judicial and administrative proceedings and bankruptcy and insolvency proceedings.

28. TAXES: The Tenant shall be responsible for all personal property taxes assessed upon the Premises and upon any property located within the Premises.

29. ATTORNEYS FEES: In any action or proceeding to enforce this Lease, including any appeals or post judgment proceedings, the Lessor shall be entitled to recover from the other party thereto all reasonable attorney's fees, court costs, filing fees, publication costs and other expenses incurred by the Lessor in connection therewith.

30. OF NOTICE: Lessee agrees to waive notice pursuant to Section 83.20 of the Florida Statutes, if it has not vacated the Premises as provided by this Agreement.

31. RENEWAL OPTION: No renewal option is extended at this time.

32. NOTICES: All notices and demands authorized or required to be given to Lessee

or Lessor hereunder may be served upon Lessee or Lessor in person or by regular mail addressed at the Premises for Lessee or attached to the front door of Premises for Lessee. The parties designate the following as the respective place for giving of notice, to wit:

For Lessee: Margate Blvd. Hardware Store, Inc.
5841 Margate Boulevard
Margate, Florida 33063

For Lessor: Margate Community Redevelopment Agency
5790 Margate Boulevard
Margate, Florida 33063

33. **SURRENDER AND HOLDING OVER:** Tenant, upon expiration or termination of this Lease, either by lapse of time or otherwise, agrees peaceably to surrender to Landlord the Premises in "broom clean" condition and in good repair. Should Tenant hold over and remain in possession of the Premises at the expiration of any Term hereby created, Tenant shall, by virtue of this paragraph, become a tenant-at-sufferance and shall pay Landlord twice the Rent per month of the last monthly installment of Rent above provided to be paid. Nothing herein shall be deemed to permit Tenant to retain possession of the Premises after the expiration of or earlier termination of this Lease. Tenant will pay to Landlord, upon request, all damages that Landlord may suffer on account of Tenant's failure to surrender possession of the Premises as required under this Lease upon the expiration or termination of this Lease and will indemnify Landlord against all liabilities, costs and expenses (including all reasonable attorneys' fees and costs) arising out of Tenant's delay in so delivering possession, including claims of any succeeding tenant.

34. **COMPLETE AGREEMENT:** No oral agreements, statements, representations, understandings or promises, from any source, or terms or provisions have been made and all terms and conditions are hereinafter set out.



Witness to Lessee
JAMES NARDI

Print Name

Witness to Lessee

Print Name



Witness to Lessor
Rita Rodi

Print Name

Witness to Lessor

Print Name

LESSEE:

Margate Blvd. Hardware Store, Inc.

By: N. Vallyani

Title: NOOR VALLYANI (PRESIDENT)

LESSOR:

Margate Community Redevelopment Agency

By: 

Title: TOMMY RUZZANO, CHAIR