

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: May 21, 2025

Presenter's Name and Title: Debon L. Campbell II., Development & Intergovernmental Affairs Officer, on behalf of the Office of the City Manager

Prepared By: Debon L. Campbell II., Development & Intergovernmental Affairs Officer

Temp. Reso. Number: 8418

Item Description: Temp. Reso. #R8418, Ratification of First Amendment to Lease between the City as Lessor and Rannnkidd, Inc. doing business as Juici Patties as Lessee for the 2,400 square foot retail space within the Police Headquarters at the Miramar Town Center; authorizing the City Manager to execute the agreement. (*Development & Intergovernmental Affairs Officer Debon L. Campbell II.*)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: None

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____ (fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: The Tenant requested revisions to the lease agreement related to the commencement of rent payments and an increase of \$25,000 in the Tenant Improvement Allowance. These requests were made in response to unforeseen construction delays and significantly higher construction costs, which resulted in a substantial delay in obtaining a Certificate of Occupancy. Consequently, the Tenant's Grand Opening was postponed. To address these impacts, the Tenant requested that rent payments begin on June 1, 2025. Additionally, the Tenant agreed to become a City Partner. As part of this partnership, the Tenant committed to providing the following discounts for the duration of the lease: A 10% discount on food purchases for City of Miramar employees. A 15% discount on food purchases for City of Miramar Public Safety employees. Funding in the amount of \$25,000 has been identified and made available under the Economic Development & Revitalization, GL Account 006-43-432-552-000-604916-53033, Administrative Expense.


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 8418**
 - **Exhibit A: First Amendment to Lease Agreement**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Debon L. Campbell II., Development & Intergovernmental Affairs Officer

DATE: May 15, 2025

RE: Temp. Reso. No. 8418 ratifying the First Amendment to Lease Agreement of the City's Retail Space within the Police Headquarters at Miramar Town Center

RECOMMENDATION: The City Manager recommends the adoption of Temp. Reso. No. 8418, authorizing the approval for the ratification of First Amendment to Lease between the City as Lessor and Rannnkidd, Inc. doing business as Juici Patties as Lessee for the 2,400 square foot retail space within the Police Headquarters at the Miramar Town Center.

ISSUE: The Tenant completed construction and obtained a Certificate of Occupancy this past January; however, the project experienced unforeseen delays and significantly higher construction costs, resulting in a substantial financial burden. These increased expenses impacted the Tenant's ability to meet its initial rent obligations and delayed the original Grand Opening timeline.

Recognizing the business's economic value and its contribution to the community, the City Manager stepped in to support the project's continued progress and ensure the Tenant's successful launch as a contributor to the City's economic development efforts. Through this intervention, the City helped facilitate a solution that balanced the Tenant's financial realities with the City's long-term interests.

1. Deferral of Rent Commencement:

Rent payments will now begin on June 1, 2025, providing the Tenant with short-term relief to better manage the cost overruns associated with construction.

2. Increase in Tenant Improvement Allowance:

The Tenant Improvement Allowance will be increased by \$25,000, helping to offset unanticipated construction expenses.

Tenant Commitment as a City Partner:

In recognition of the City's support, the Tenant has agreed to become a City Partner. As part of this commitment, the Tenant will provide the following community-focused discounts for the duration of the lease:

- **10% discount** on food purchases for **City of Miramar employees**
- **15% discount** on food purchases for **City of Miramar Public Safety employees**

BACKGROUND: The Juici Patties' journey began in 1980 when Jukie Chin began making beef patties in his mother's kitchen in Jamaica and selling them in the family's grocery store. They were a hit, and the first Juici Patties location soon opened in Jamaica. Currently, there are 61 franchises in Jamaica. Patties are sold in United Kingdom supermarkets and there are upcoming plans for locations in the United States. The City of Miramar is slated to be one of the few Cities within southwest Broward County to house Juici Patties

DISCUSSION:

Tenant's Requested Lease Revisions:

To help stabilize operations and recover from elevated construction-related costs, the Tenant requested the following:

ANALYSIS:

These discounts reflect the Tenant's support for the City's workforce and its broader commitment to community engagement.

The key business terms to note are as follows:

- **Premises:** 11735 City Hall Promenade, consisting of approximately 2,400 rentable square feet.
- **Permitted Use:** Casual Jamaican style restaurant and for no other use or purpose.
- **Base Rent:** \$108,000 annually.
- **Base Rent Increases:** Three (3%) percent annually at the anniversary of the Rent Commencement Date.

- **Tenant Improvement Allowance:** Landlord shall grant to Tenant a Tenant Improvement Allowance ("TIA") to be applied toward the fees and costs incurred by Tenant in connection with the design, permitting, and construction of improvements to the Premises ("Tenant's Work"). The TIA shall not be used for the cost of any furniture, fixtures, equipment (FF&E), or other non-construction-related items. The amount of the TIA shall be the lesser of (i) the actual cost of Tenant's Work, or (ii) Forty Dollars (\$40.00) per usable square foot of the Premises. Pursuant to the ratification of the First Amendment to the Lease, the total TIA is hereby set at One Hundred Twenty-One Thousand Dollars (\$121,000).
- **Lease Term:** Ten (10) years from the commencement Date.
- **Renewal Option:** two (2) or five (5) year options at fair market value

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, RATIFYING A FIRST AMENDMENT TO THE TEN YEAR LEASE BETWEEN THE CITY, AS LESSOR, AND RANNKIDD, INC., AS LESSEE, DOING BUSINESS AS JUICI PATTIES, FOR THE 2,400 SQUARE FOOT SPACE OF RETAIL SPACE ON THE GROUND FLOOR LOCATED AT 11735 CITY HALL PROMENADE WITHIN THE POLICE HEADQUARTERS LOCATED AT THE MIRAMAR TOWN CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is leasing 11735 on the Ground Level, consisting of approximately 2,400 rentable square feet, as detailed in the attached Lease Agreement; and

WHEREAS, the 2,400 rentable square feet, is for a casual Jamaican style restaurant known as Juici Patties and for no other use or purpose; and

WHEREAS, the Tenant requested revisions to the Lease Agreement related to the commencement of rent payments and an increase in the Tenant Improvement Allowance, in the amount of \$25,000; and

WHEREAS, these requests were made in response to unforeseen construction delays and significantly higher construction costs, which resulted in a substantial delay in obtaining a Certificate of Occupancy; and

WHEREAS, the Tenant would like to begin rent payment on June 1, 2025. The tenant has agreed to be a City partner; and

Reso. No. _____

WHEREAS, as a partner, the Tenant shall provide a 10% discount to City of Miramar Employees for purchases of food items and a 15% discount to City of Miramar Public Safety employees that will be for the duration of the Lease; and

WHEREAS, the City Manager recommends approval of the ratification and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve this ratification.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the ratification of the First Amendment to the Lease Agreement in the form attached hereto as "Exhibit A" together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3: That the City Manager is authorized to execute the First Amendment to the Lease Agreement and take such actions and execute and deliver such documents as are necessary to effectuate the intent of the Resolution.

Temp. Reso. No. 8418

4/30/25

5/14/25

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Maxwell B. Chambers

Commissioner Avril Cherasard

Vice Mayor Yvette Colbourne

Commissioner Carson Edwards

Mayor Wayne M. Messam

Voted

**FIRST AMENDMENT TO
LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("**First Amendment**") is entered into as of the Effective Date by and between the **CITY OF MIRAMAR**, a Florida Municipal Corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, hereinafter referred to as "Landlord" and **RANNKIDD, INC.**, doing business as "Juici Patties" as "Tenant", whose address is 5400 SW 129th Avenue, Miramar, Florida.

Landlord and **Tenant** entered into a Lease Agreement on or about November 21, 2023, for Units 06, 07, and 08 for property located at 11735 City Hall Promenade, City of Miramar, in Broward County Florida.

The Tenant has requested revisions to the Agreement and Landlord has agreed to the requested changes to the Lease Agreement as set forth herein, all other provisions of the Lease Agreement not changed herein, shall remain unmodified and in full force and affect and the Parties hereby ratify the terms and conditions set forth in the Lease Agreement.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Lease Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to amend the Lease Agreement as follows:

1. The Parties acknowledge payment of the first months' rent, the last months' rent and a security deposit which was paid by the Tenant on or about July 9, 2024, in the amount of twenty-seven thousand dollars (\$27,000.00). The Parties agree and acknowledge that Tenant will provide a ten percent (10%) discount to City of Miramar Employees for purchases from Tenant with proper identification provided from the Employee at time of purchase, provided, however, such discount shall only apply to food items (alcoholic beverages are excluded) (the "**City Discount**"). Tenant has agreed to be a partner with the City by providing a 10% discount on food purchases excluding any alcoholic beverages purchased, for said events; provided, however, Tenant shall not be obligated to host or provide food services for events, any such hosting or food provision must be subject to a separate and reasonable written agreement signed by the Parties.

As a partner, Tenant shall provide the City Discount to City of Miramar Employees for said events so long as the City Discount is in effect. Tenant may have the opportunity to renegotiate the ten percent (10%) discount with Landlord as a future lease amendment.

2. The Tenant has requested and the Landlord has agreed to modify section 3, entitled “**Rent**”, more specifically section 3.1 in the lease agreement as follows:

3.1 Calculation and Payment of Rent. Tenant covenants and agrees to pay Landlord at Landlord’s Rent Address, or such other persons or entities or at such other places as Landlord may designate by notice to Tenant, One-hundred eight thousand dollars (\$108,000.00) per year, based upon forty-five dollars (\$45.00) per square feet, multiplied by 2,400 square feet of space. The rental amount of forty-five dollars per square feet is inclusive of operating expenses, real estate taxes and insurance. Rent shall be payable in monthly installments in the amount of nine-thousand dollars (\$9,000.00), in advance, on the first (1st) day of each month during the Term, commencing on the first (1st) day of the month. ~~Tenant shall have a two-hundred forty (240) day grace period from the effective date of the Lease Agreement before the monthly rental payment set forth herein shall become due and payable as the first monthly rent payment.~~ Tenant shall have until September June 1, 2025, as a grace period from the effective date of the Lease Agreement before the monthly rental payment set forth herein shall become due and payable as the first monthly payment. For avoidance of doubt, Tenant has already paid the Rent due on December 1, 2024, so no Rent is due until June 1, 2025. The lease payments shall escalate annually at three (3%) percent. Lease payments shall be mailed to the Landlord at 2300 Civic Center Place, Miramar Florida 33025, to the attention of Debon L. Campbell, II., Development & Intergovernmental Affairs Officer.

3. Tenant has requested and Landlord has agreed to change section 4, entitled “**Tenant Improvement Allowance (Buildout Costs)**”


Landlord shall grant Tenant a Tenant Improvement Allowance against the fees and costs incurred by Tenant with respect to utilities, electrical, plumbing, the design of the interior buildout, permitting for work in the Premises, and construction improvements made to the Premises. The Tenant Improvement Allowance shall not be used for the cost of any furniture, fixtures or equipment (FF&E), or other non-construction items. The Tenant Improvement Allowance shall be equal to the lesser of the actual cost of Tenant’s Work, or \$40.00 per useable square foot. In no event shall the Landlord’s share of Tenant Improvements exceed Ninety-six thousand (\$96,000.00). Notwithstanding the foregoing, Landlord has agreed to cover the impact fees associated with the buildout costs for the Tenant improvements in the amount of Twenty-five thousand dollars (\$25,000.00). The Tenant Improvement Allowance shall be paid by Landlord to Tenant within thirty (30) days after all of the following have been fulfilled:

- i. Tenant’s completion of Tenant’s Work in the Premises;
- ii. Landlord’s receipt of a copy of as-built drawings of the Premises;
- iii. Landlord’s receipt of lien releases from all contractors, subcontractors, or material suppliers that have given Landlord a Notice to Owner pursuant to Florida law;
- iv. Landlord’s receipt of reasonable evidence that all of Tenant’s costs have been paid;
- v. Landlord’s receipt of a copy of the Certificate of Occupancy (CO) of the Premises;
- vi. The Rent Commencement Date has occurred, and Tenant has paid the first month’s rent per the Lease (excluding any pre-paid rent);
- vii. The date the Tenant opens for business in the Premises; and
- viii. Invoice by Tenant to Landlord for said Tenant Improvement Allowance.

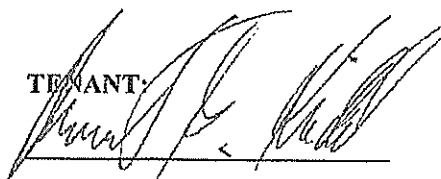
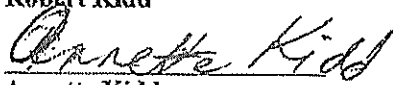
All other provisions of the lease agreement not modified or changed herein, remain in full force and affect.


IN WITNESS WHEREOF, having read and intending to be bound by the terms hereof, the Parties have signed this First Amendment to Lease Agreement on the date(s) set forth below.


WITNESSES:


Name of Witness 1: Adrian Tenorio

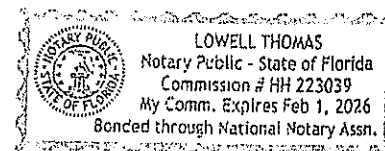
TENANT:


Robert Kidd

Annette Kidd


Name of Witness 2: Culub Titus

State of Florida County of Broward
The foregoing instrument was acknowledged before me
via ☒ physical presence OR ☐ online notarizations
this 11 day of December, 2024.
By Annette Kidd & Robert Kidd
Personally known ☐ OR produced identification ☒
Type of identification produced FL DL


LANDLORD:
CITY OF MIRAMAR, a Florida municipal corporation



By: _____
Name: Dr. Roy Virgin
Title: City Manager

Name of Witness 1: _____

Name of Witness 2: _____

Approved as to form and legal sufficiency
For the use of and reliance by the City of
Miramar Only:

By: _____
Law Offices of Austin Pamies Norris Weeks Powell, PLLC
City Attorney

ATTEST:

BY: _____
Denise Gibbs, City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into as of the Effective Date, and by and between the **CITY OF MIRAMAR**, a Florida Municipal Corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, hereinafter referred to as "Landlord" and **RANNNKIDD, INC.**, doing business as "Juici Patties" as "Tenant", whose address is 5400 SW 129th Avenue, Miramar, Florida 33027, identified in Section 1.1 below.

1. BASIC LEASE DEFINITIONS, EXHIBITS AND ADDITIONAL DEFINITIONS

1.1 Basic Lease Definitions. In this Lease, the following defined terms have the meanings indicated:

(a) "Effective Date" means the date of execution by the later to sign of Landlord or Tenant, provided an executed copy of this Lease is thereafter delivered to the other party, which date is 11/21/2023, 2023.

(b) "Landlord" means City of Miramar, Florida.

(c) "Tenant" means RANNNKIDD, INC, DBA JUICI PATTIES.

(d) "Lease Space" means the land described on Exhibit A, together with the building and other improvements constructed or to be constructed thereon, together with all rights, privileges, easements, and appurtenances pertaining thereto. The Lease Space is known as Space 06, 07, and 08 on the ground floor and is located at 11735 City Hall Promenade, City of Miramar, County of Broward and State of Florida.

(e) "Premises" means that portion of the Project identified as such on Exhibit B. There are appurtenant to the Premises those rights, privileges, easements and appurtenances that are described herein. The Premises contain, or will contain, approximately 2,400 square feet of Floor Area and two (2) designated parking spaces for fifteen minute take-out services.

(f) "Delivery Condition" means the condition of the Premises at the time the Tenant takes possession of the Premises. The Premises are being delivered to Tenant in an "As-Is" condition. Tenant will be responsible for all interior buildout and construction of the interior, including but not limited to construction of the demising walls. Landlord shall not be responsible for any interior construction to make the Premises suitable for Tenant's use. All work shall be completed in accordance with the local building codes and Florida laws.

(g) "Expiration Date" means the last day of the Term, which will be ten years (10) from the effective date. There shall be one (1) five (5) year renewal term. The rent amount shall be the existing market rental rates at the time of the renewal option.

(h) "Landlord's Notice Address" means:

City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Attention: City Manager
Telephone 954-602-3117
Facsimile 954-602-3550

With a copy to:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 North Avenue of the Arts
Ft. Lauderdale, FL 33311
954-768-9770

(i) **"Landlord's Rent Address"** means:

City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Attention: City Manager
Telephone: 954-602-3117
Facsimile: 954-602-3550

(j) **"Tenant's Notice Address"** means:

Annette Kidd
RANNNKIDD INC.
5400 SW 129th Avenue
Miramar, FL 33027

With a copy to: CITY Clerk - 2300 Civic Center Pl
MIRAMAR FL 33025

1.2 Additional Definitions. In addition to those terms defined in Section 1.1 and other sections of this Lease, the following defined terms when used in this Lease have the meanings indicated:

(a) **"Additional Rent"** means any amount or charge due from Tenant to Landlord under this Lease in addition to Rent payable under Section 3.1 of this Lease, including, without limitation, Tenant's pro rata share of Real Estate Taxes (if any).

(b) **"Commencement Date"** means the Effective Date.

"Common Areas" means those parts of the Project provided by Landlord for the common use of all tenants, including, among other facilities, parking areas, driveways within the Project and to public roads adjoining the Project, sidewalks, landscaping, loading areas, private streets and alleys, lighting facilities, drinking fountains, and public toilets, if any, exclusive of (i) building and associated truck ramps, wells, fountains, and trash compactors exclusively for the use of one tenant, (ii) any outside sales area contained within an individual building area as depicted on Exhibit A, all of which will be part of the Premises, and (iii) any future buildings, when and if same are actually constructed.

(a) **"Environmental Laws"** means all Laws relating to (i) emissions, discharges, spills, releases or threatened releases of Hazardous Materials onto or into, or the presence of Hazardous Materials on or in, land, ambient air, surface water, groundwater, watercourses, publicly or privately owned treatment works, drains, sewer systems, wetlands, or septic systems, (ii) the use, treatment, storage, disposal, handling, manufacturing, transportation, or shipment of Hazardous Materials, or (iii) the protection of human health or the environment.

(b) **"Floor Area"** means the floor area in square feet at each level or story of the building in the Project, measured from the interior surfaces of exterior walls and the center lines of party walls (but for purposes of determining the Floor Area of the Premises, no wall will be deemed to exceed 12" in width). Floor Area will not include the area of: the upper levels of any deck/platform areas used for storage of merchandise, if any; and loading docks and areas covered by exterior canopies or overhangs (except to the extent enclosed and used as retail sales area).

(c) **"Governmental Authority"** means any local, regional, state or federal governmental entity, agency, court, judicial or quasi-judicial body, or legislative or quasi-legislative body, present or future.

(d) **"Hazardous Materials"** means any substance (i) the presence of which requires special handling, storage, investigation, notification, monitoring, or remediation under any Environmental Laws, (ii) which is toxic, explosive, corrosive, erosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, (iii) which is or becomes regulated by any Governmental Authority, or (iv) the presence of which causes or threatens to cause a bona fide risk to human health or the environment or a nuisance to the Project or Premises or to adjacent properties or premises.

(e) **"Interest Rate"** means the lesser of (i) four percent (4%) per annum, or (ii) the highest lawful interest rate allowed by Laws.

(f) **"Laws"** means all applicable common law, statutes, ordinances, rules, rulings, regulations, orders and interpretations of any Governmental Authority having jurisdiction.

(g) **"Lease Year"** means each 12-month period from 11/21/23 through 12/31/24 during the Term, except that if the Commencement Date occurs on a date other than 1/1/24, the first Lease Year will include both (i) the period from the Commencement Date through the next 12/31/24, and (ii) the full 12-month period from the immediately succeeding 1/1 through the next 12/31 (so that, for example, if the Commencement Date occurs on Nov. 21, 2023 the first Lease Year will be the period from Nov. 21, 2023 through Dec. 31, 2024 and the Expiration Date will be 12/31, 2034).

(h) **"Permitted Encumbrances"** means those liens, easements, restrictions and encumbrances affecting the Project that are listed on Exhibit C.

(i) **"Premises Tax Parcel"** means the tax parcel that includes the Premises, as established by the Governmental Authority that is responsible for assessing and collecting Real Estate Taxes.

(j) **"Real Estate Taxes"** means all real property taxes and assessments that become due and payable during the Term after the Commencement Date and are assessed by any taxing Governmental Authority against the Premises Tax Parcel, reflecting the maximum discount, if any, available by making early payment (regardless of whether early payment is actually made) and less any rebates, credits or abatements from such authorities which are granted or agreed upon with respect to the Premises Tax Parcel; provided, however, that as regards any assessment which under Laws may be paid in installments, there will be included within the meaning of the term "Real Estate Taxes" with respect to any tax fiscal year only the current annual installment. Real Estate Taxes will not include any of the following: (i) any assessments for highway, street or traffic control improvements, sanitary or storm sewers, utilities, or for other on-site or off-site improvements of any nature whatsoever made in connection with the development or improvement of the Project; (ii) any franchise, gift, estate, inheritance, conveyance, transfer, capital investment or other tax assessed against Landlord or Landlord's heirs, successors or assigns; (iii) any income, excess profits or other tax, assessment, charge, or levy on the Rent payable by Tenant under this Lease; (iv) any property tax applicable to any land or improvements not within the boundaries of the Premises Tax Parcel; (v) any interest, fine, or penalty for late payment or nonpayment by Landlord of any Real Estate Taxes; or (vi) any increased assessments which result and are permissible by Laws

solely as a result of transfers in ownership of the Project or any portion thereof or any increases in valuation or tax basis resulting therefrom.

(k) "Rent" means the rent payable under Section 3.1 of this Lease.

(l) "Term" means the period commencing on the Commencement Date and ending on the Expiration Date.

2. CITY APPROVAL, DEMISE AND TERM

2.1 **City Approval.** Landlord is a Florida municipal corporation with powers and authority conferred under the Florida Constitution, the Municipal Home Rule Powers Act set forth in Chapter 166 of the Florida Statutes (the "Act"), and the Miramar City Charter and Code of Ordinances. Landlord has all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal and governmental functions, and render municipal services, including the authority to adopt, implement and enforce comprehensive plans, zoning ordinances, redevelopment plans, and other police power and legislative measures necessary to assure the health, safety and general welfare of the Landlord and its inhabitants. Landlord having fully considered this Lease at 11/7/35 City Hall duly noticed public hearings in compliance with Section 163.3225 of the Act and having further determined that it is in Landlord's best interest to address the issues covered by this Lease in a comprehensive manner, in compliance with all applicable laws, ordinances, plans, rules and regulations of Landlord, Landlord has agreed to enter into this Lease with Tenant, subject to the terms and conditions herein. On November 13, 2023, the Mayor and City Commission, by Resolution No. ~~24-39~~ approved the execution of this Lease.

2.2 **Demise.** Upon the terms and conditions set forth in this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises, together with the nonexclusive right to use the Common Areas, for the Term. Landlord grants to Tenant and its subtenants, licensees and concessionaires and their respective customers, invitees and employees, the benefit of all easements created that are intended for the benefit of the occupants of the Premises and their respective customers, invitees and employees.

2.3 **Holdover Tenancy.** If Tenant remains in possession of the Premises after the expiration of the Term without execution of a new lease or of an agreement extending the Term, Tenant will be deemed to be occupying the Premises as a tenant from month to month, subject to all of the terms of this Lease as may be applicable to a month to month tenancy and at the monthly installment of the Rent, except that thereafter either Landlord or Tenant may terminate this Lease upon 30 days' notice to the other.

3. RENT

3.1 **Calculation and Payment of Rent.** Tenant covenants and agrees to pay Landlord at Landlord's Rent Address, or such other persons or entities or at such other places as Landlord may designate by notice to Tenant, One-hundred eight thousand dollars (\$108,000.00) per year, based upon forty-five dollars (\$45.00) per square foot, multiplied by 2,400 square feet of space. The rental amount of forty-five dollars per square foot is inclusive of operating expenses, real estate taxes and insurance. Rent shall be payable in monthly installments in the amount of nine-thousand dollars (\$9,000.00), in advance, on the first (1st) day of each month during the Term, commencing on the first (1st) day of the month. Tenant shall have a two-hundred forty (240) day grace period from the effective date of the Lease Agreement before the monthly rental payment set forth herein shall become due and payable as the first monthly rent payment. The lease payments shall escalate annually at three (3%) percent. Lease Payments shall be mailed to Landlord at 2300 Civic Center Place, Miramar, Florida 33025, to the attention of Debon L. Campbell II., Intergovernmental Affairs Manager.

3.2 **Late Payment Interest.** If Tenant fails to pay any rent payment when due or any other payment required under this Lease within ten (10) days of when due, the Tenant shall be deemed in default and, in addition to all remedies available at law or pursuant to this Lease, the amount unpaid and due shall

be paid to Landlord with interest at the rate of ten (10%) from the date when due until the date payment is made.

3.3 Guaranty for Payment of Rent. At the time of issuance of the Certificate of Occupancy, Tenant agrees to provide Landlord a form of security guaranty to Landlord in the full annual lease payment amount and any escalation amounts due for the year of the lease. The security guarantee shall be provided on an annual basis for the duration of the lease and any extension terms. Acceptable forms of security include a performance bond or a letter of credit. The security form must be acceptable to the Landlord. The security instrument is attached hereto as Exhibit "C".

4. TENANT IMPROVEMENT ALLOWANCE (BUILDOUT COSTS)

Landlord shall grant Tenant a Tenant Improvement Allowance against the fees and costs incurred by Tenant with respect to utilities, electrical, plumbing, the design of the interior buildout, permitting for work in the Premises, and construction improvements made to the Premises. The Tenant Improvement Allowance shall not be used for the cost of any furniture, fixtures or equipment (FF&E), or other non-construction items. The Tenant Improvement Allowance shall be equal to the lesser of the actual cost of Tenant's Work, or \$40.00 per useable square foot. In no event shall the Landlord's share of Tenant Improvements exceed Ninety-six thousand (\$96,000.00). The Tenant Improvement Allowance shall be paid by Landlord to Tenant within thirty (30) days after all of the following have been fulfilled:

- i. Tenant's completion of Tenant's Work in the Premises;
- ii. Landlord's receipt of a copy of as-built drawings of the Premises;
- iii. Landlord's receipt of lien releases from all contractors, subcontractors, or material suppliers that have given Landlord a Notice to Owner pursuant to Florida law;
- iv. Landlord's receipt of reasonable evidence that all of Tenant's costs have been paid;
- v. Landlord's receipt of a copy of the Certificate of Occupancy (CO) of the Premises;
- vi. The Rent Commencement Date has occurred, and Tenant has paid the first month's rent per the Lease (excluding any pre-paid rent);
- vii. The date the Tenant opens for business in the Premises; and
- viii. Invoice by Tenant to Landlord for said Tenant Improvement Allowance.

4.1 Real Estate Taxes. Landlord will pay or cause to be paid to the appropriate Governmental Authorities, prior to delinquency, all taxes, assessments, levies or related charges due and payable to such authorities with respect to all portions of the Project owned by Landlord.

4.2 Utilities.

(a) Separate Metering. Tenant will furnish and install as part of the buildout costs, all electric, water, gas, telephone, sanitary and storm sewer lines to the Premises and equipment required to provide service. All hook-up, tap, impact and similar fees payable in relation to the furnishing or installation of such utilities will be the responsibility of Tenant. The Landlord's share of the buildout cost is included in the Tenant Improvement Allowance provided for in Section 4 of the Lease Agreement. In no event shall the Landlord's share of Tenant Improvements and Buildout costs exceed Ninety-six thousand (\$96,000.00). Tenant will, provide separate meters to measure Tenant's individual consumption of utilities as part of the buildout costs.

(b) Payment of Utility Bills. Tenant will promptly pay all charges (based on consumption) for electricity, water, gas, telephone service, sewer service, and other utilities furnished to the Premises directly to the utility providing such service. Tenant will be entitled to any credits, rebates or other monies payable with respect to the Premises by Governmental Authorities or utility providers for the use of particular equipment or

fixtures, including, but not limited to, those rebates given for use of energy efficient lighting or air conditioning systems.

5. COMMON AREAS

5.1 Right to Use Common Areas. Landlord hereby grants to Tenant and Tenant's customers, invitees and employees for the entire Term, a nonexclusive easement to use, in common with Landlord, Landlord's customers, invitees and employees and with the other tenants and occupants of the Project and their respective customers, invitees and employees, the Common Areas for their intended purposes. Landlord agrees to enforce the provisions of the REA for the benefit of Tenant against any party who is subject to, and is in violation of, the REA and, if Landlord fails to do so after the notice and cure period provided in Section 12.3, Landlord agrees that Tenant may do so. Landlord further agrees: (i) that the Common Areas will remain open at all times during the Term; (ii) to maintain a no solicitation policy within the Common Areas; and (iii) except to the extent required to respond to an emergency, not to cause or permit the performance of any maintenance (other than routine trash removal and cleaning), repair, replacement, improvement or alteration of the Common Areas (or any other portion of the Project, if the maintenance, repair, replacement, improvement or alteration thereof would adversely affect the availability of any portion of the Common Areas for parking or access) during the months of June, August, November or December of any year.

5.2 Trash Compactor and Dumpster. Tenant will have the right and easement, without payment of any additional consideration under this Lease, to use in compliance with Laws the trash room located behind the Premises. Tenant will pay for collection of its own trash. Tenant shall not be responsible for the costs incurred by Landlord in connection with trash collection for other tenants or occupants of the Project if Tenant separately pays for its own trash collection.

5.3 Parking Areas. At Landlord's sole cost and expense, Landlord will provide parking areas for the use of the customers, invitees and employees of Tenant, consisting of non-exclusive, unreserved parking in the parking garage in the Project, as shown on Exhibit B to this Lease. The number of parking spaces will never be less than the ratios of 3.5 parking spaces per 1,000 square feet of Floor Area of the Premises, with a sufficient number of reserved handicap parking spaces to satisfy the requirements of Laws. Landlord shall have the right to charge a parking fee for the privilege of parking vehicles in the parking areas. The parking areas will have adequate unobstructed entrances and exits to all thoroughfares adjacent to the Project. Pick-up and delivery areas and access to such areas will be clearly delineated. Landlord will provide illumination at all points within open parking and walking areas equal to that of first class buildings in the market area. Landlord will use Landlord's best efforts to prevent unauthorized use of the parking areas by parties other than tenants of the Project and their customers, invitees and employees.

5.4 Maintenance of Common Areas. At all times during the Term, Landlord will maintain the Common Areas and all mechanical and lighting equipment, the pylon and/or monument signs and drainage facilities thereon in safe and secure first class order, condition and repair and will keep the Common Areas clean and free from rubbish and cause the Common Areas. Landlord will maintain and repaint any directional signs, markers and parking space lines as often as necessary. Landlord will maintain surfaces of sidewalks and parking areas, in a level and smooth condition with the type of surfacing material originally installed thereon. Landlord will also maintain in accordance with Laws the landscaping on and about the Project in a manner which will not materially obstruct the visibility of Tenant's storefront and the storefront, including in such maintenance the trimming and thinning of trees. Landlord will also maintain or cause to be maintained all parts of the Project outside the Premises other than the Common Areas in good order, condition and repair. Except to the extent required by emergency, Landlord will not undertake any major repairs or replacements of the Common Areas (such as parking lot repaving or resurfacing) during the period from November 1 through January 15.

6. INSURANCE AND INDEMNITIES

6.1 Tenant's Insurance. Tenant will maintain the following coverages: (a) commercial general liability insurance on an occurrence basis for the Premises, including contractual liability coverage, having a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and (b) special form (formerly known as all risk) property insurance on Tenant's furniture, trade fixtures, equipment, and merchandise in or on the Premises, in an amount acceptable to Tenant. Premises, Improvements and betterments will be covered at full replacement cost. All such insurance may be carried in a single policy or a combination of primary and excess liability policies or under a blanket policy covering the Premises and any of Tenant's other stores and be written by a company authorized to do business in the state of the location of the Premises. Any property policy obtained by Tenant must permit or include a waiver of subrogation in favor of Landlord consistent with the provisions of this Section. Tenant will provide to Landlord a certificate of insurance evidencing the coverage required hereunder. If tenant has employees on site, evidence of Worker's Compensation insurance is required with limits of \$1,000,000.00/occurrence and for disease. Worker's compensation coverage shall include a waiver of subrogation in favor of the city of Miramar. If applicable tenant shall maintain business automobile liability insurance with combined single limit of \$1,000,000.00.

(b) The insurance policies required under this Agreement shall be issued by Companies qualified to do business in the State of Florida and having a rating of at least A-VI by AM Best or Aa3 by Moody's Investor Service. These insurance policies must include a waiver of subrogation in favor of Landlord. Tenant will provide to Landlord a certificate of Insurance and the accompanying endorsement page evidencing the coverage required, prior to the execution of this agreement.

(c) Cost of Insurance. All insurance required of Tenant under this Section 6.1 shall be carried and maintained by Tenant, at Tenant's sole cost and expense.

(d) Proceeds from Property Insurance. The proceeds of Tenant's property insurance in case of loss or damage will be applied on account of the obligation of Tenant to repair and restore the damaged or destroyed buildings and improvements in accordance with this Agreement.

(e) Additional Insured. Landlord must be added as additional insured and endorsed on the required insurance policies and the accompanying insurance endorsement page submitted with the Certificate of Insurance. All liability policies of the Tenant are primary of all other valid and collectable coverage maintained by the Landlord. The Certificate Holder shall be: City of Miramar, 2300 Civic Center Place, Miramar Florida 33025.

(f) Tenant is prohibited from operating at the above stated premises under this Agreement with Landlord without the minimum required insurance coverage; and must provide Landlord at least thirty (30) days' prior written notice of change or cancellation to the policy.

(g) Landlord reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Landlord of any immunity to which it is entitled by law, including but not limited to the Landlord's sovereign immunity as set forth in Section 768.28, Florida Statutes.

6.2 Landlord's Insurance.

(a) Property Insurance. Landlord will maintain special form (formerly known as all risk) property insurance (not excluding from coverage perils normally included within the definitions of extended coverage, vandalism and malicious mischief, earthquake and flood) insuring the buildings and other structures (including all improvements, alterations, additions and changes thereto) which are located within the Project, including, without limitation, the building in which the Premises is located, in the amount of 100% of the replacement cost (excluding excavations and foundations), with endorsements for contingent liability from operation of building laws, increased cost of construction, and demolition costs which may be necessary to comply with building laws. The insurance required hereby will be written by a company authorized to do

business in the state of the location of the Premises. Landlord will be responsible for determining the amount of property insurance to be maintained, but such coverage will be on an agreed value basis to eliminate the effects of co-insurance. Landlord will provide to Tenant a certificate evidencing such coverage.

6.3 Indemnities.

Tenant's Indemnity. Tenant agrees to indemnify, defend and hold Landlord and Landlord's officers, directors, partners, members, managers and employees harmless from and against any and all claims, actions, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees and expenses) allegedly or actually (i) arising from or out of any accident or occurrence on the Premises or any part thereof, or (ii) occasioned by any act or omission of Tenant or Tenant's employees, agents, contractors, subtenants, licensees or concessionaires, except to the extent that any of the same arise from or out of the negligence or willful misconduct of Landlord or Landlord's employees, agents or contractors and are not covered by the commercial general liability insurance maintained by Tenant pursuant to Section 6.16.

7. MAINTENANCE OF PREMISES

7.1 Landlord's Obligations. At Landlord's sole cost and expense, Landlord will maintain, repair and replace all structural components of the Premises (including, but not limited to, the foundation, bearing walls and roof structure), the exterior walls, floor slab (and, to the extent repair is required due to the condition of the slab or conditions under the slab, the floor coverings), roof membrane, gutters, downspouts and canopies of the Premises, all plumbing, wiring and other utility facilities within or under the floor slab of the Premises, all plumbing, wiring, and other utility facilities serving the Premises up to their points of connection with the meter for such utilities serving the Premises, and such portions of the Premises required to be maintained by Landlord under Section 7.1, as necessary to keep the same in good order, condition and repair, ordinary wear and tear and damage by casualty excepted and otherwise keep the roof free of leaks. Tenant, and not Landlord, will make repairs otherwise required to be performed by Landlord by this Section 7.1 if such repair is necessitated by the negligence of Tenant or Tenant's employees, agents or contractors. If the performance of any repair required to be made by Landlord pursuant to this Lease precludes the normal operation of Tenant's business from all or any portion of the Premises and Tenant notifies Landlord of such preclusion, then (a) Rent will equitably abate during the performance of such repair in proportion to the nature and extent of the interference with Tenant's normal operation; and (b) if Tenant is precluded from operating its business from 30% or more of the Premises for more than 180 days after Tenant gives Landlord such notice concerning such preclusion, Tenant may terminate this Lease by notice given to Landlord prior to the completion of such repair.

7.2 Tenant's Obligations. At Tenant's sole cost and expense, Tenant will maintain, repair and replace the interior of the Premises (except as set forth in Section 7.1), the windows, doors and plate glass of the Premises, all plumbing, wiring, utility facilities serving the Premises from and after their points of connection with the meter for such utilities serving the Premises (except for any such facilities within or under the floor slab of the Premises) and the heating, ventilating and air conditioning system serving the Premises, as necessary to keep the same in good order, condition and repair, ordinary wear and tear and damage by casualty excepted. Landlord, and not Tenant, will make repairs otherwise required to be performed by Tenant by this Section 7.2 if such repair is covered by any construction or product warranty of Landlord or is necessitated by (a) the negligence of Landlord or Landlord's employees, agents or contractors, (b) shifting or settling of the building containing the Premises, (c) a design defect in the building containing the Premises, (d) a failure by Landlord to perform maintenance or make repairs required under Section 7.1, or (e) any structural problems which may arise in the Project which affect the Premises.

7.3 Surrender of Premises. Upon the expiration or earlier termination of this Lease, Tenant will surrender the Premises to Landlord, broom-clean and in good order and condition, ordinary wear and tear and damage by casualty excepted.

8. ALTERATIONS AND FIXTURES

8.1 Alterations and Additions. Tenant will not make any exterior or structural alterations or additions to the Premises without the prior written consent of Landlord, which consent will not be unreasonably withheld. Tenant will have the right in its sole discretion to make any interior, nonstructural alterations or additions or perform any interior remodeling of a nonstructural nature. All alterations and additions to the Premises by Tenant must be made in accordance with all Laws and, except, as specified in Section 8.2, will remain at the end of the Term for the benefit of Landlord.

8.2 Fixtures. All furniture, equipment and trade fixtures installed or owned by Tenant in the Premises shall remain the property of Tenant and may be removed at the expiration or earlier termination of this Lease or otherwise in the ordinary course of business, provided that in the event of such removal, Tenant shall repair the damage caused by such removal. Upon written request from Tenant from time to time, Landlord shall execute appropriate and reasonable documents, in form and substance reasonably acceptable to Landlord, Tenant and Tenant's lender, evidencing Landlord's subordination of all of its lien rights (whether in statute, contract, common law or otherwise) in and to the personal property, furniture, fixtures, equipment, inventory and other goods of Tenant to the lien rights of Tenant's lender and any third-party lien rights that predate this Lease

8.3 Liens. Nothing contained in this Lease shall be construed to confer upon any party, including, without limitation, materialmen and contractors, the right to file a mechanic's or materialmen's lien or other lien or any claim relating thereto, nor to perform any labor or to furnish any materials for the account of Landlord in respect to the construction of any improvements, alterations, or repairs to the Premises by Tenant, its employees, agents, or contractors. Tenant acknowledges and agrees that any and all agreements executed between Tenant and its contractors or materialmen engaged to perform construction work on or furnish materials to the Premises for or on account of Tenant shall specifically provide that any notice of commencement filed of record in connection with such work to be performed or materials to be provided shall state that any lien rights created or reserved thereunder or under Chapter 713, Florida Statutes, shall attach only to Tenant's leasehold interest in the Premises, and not to Landlord's interest in the Premises as the fee simple owner thereof. Within thirty (30) days from receipt of notice from Landlord of the nature and existence of any such lien, Tenant shall discharge, bond or otherwise remove any mechanic's, materialmen's, or other lien filed as a result of any such work; provided, however, Tenant specifically reserves the right to contest such lien by the institution of appropriate legal proceedings or otherwise following the discharge, bonding off or removal of such lien. The terms and provisions of this Section shall survive the expiration or earlier termination of the Term.

9. ASSIGNMENT AND SUBLETTING

9.1 Permitted Assignment and Subletting.

(a) The Lease may not be assigned without the prior written consent of the Landlord. Upon any assignment of this Lease, Tenant will be released from all obligations hereunder that arise from and after the date of assignment in the event that the assignee expressly assumes Tenant's obligations hereunder arising from and after the date of assignment.

10. DESTRUCTION OF PREMISES

10.1 Notice of Damage and Estimated Repair Time. If the Premises or the Project is damaged or destroyed by fire or other casualty ("Casualty"), Landlord will, within 45 days after the date of the Casualty, notify Tenant ("Landlord's Casualty Notice") of (a) the percentage of the total Floor Area in the Project and the percentage of the total Floor Area in the Premises that were damaged or destroyed by the Casualty, and (b) the number of days, from the date of the Casualty, that an architect, engineer or contractor selected by Landlord estimates will be required to complete the repair and restoration. If neither Tenant, pursuant to Section 10.2, nor Landlord, pursuant to Section 10.3, elects to terminate this Lease, then the damage or destruction will, at the expense of Landlord, be repaired and restored.

10.2 Tenant's Right to Terminate. If (a) more than 50% of the Premises or more than 50% of the Common Areas in such a manner as would substantially and adversely affect access to, or parking for, the Premises is damaged or destroyed by Casualty and Landlord's Casualty Notice estimates that it will take longer than 180 days from the date of the Casualty to complete the repair and restoration, or (b) during the last two years of the Term, more than 30% of the Floor Area of the Premises is damaged or destroyed by Casualty and Landlord's Casualty Notice estimates that it will take longer than 180 days from the date of the Casualty to complete the repair and restoration, then Tenant will have the right to terminate this Lease, effective as of the date of the Casualty, by notice given to Landlord within 15 days after Tenant's receipt of Landlord's Casualty Notice.

10.3 Landlord's Right to Terminate. If (a) more than 50% of the Floor Area of the Project is damaged or destroyed by Casualty, or (b) during the last two years of the Term, more than 30% of the Floor Area of the Premises is damaged or destroyed by Casualty, then Landlord may elect to terminate this Lease effective as of the date of the Casualty by notice given to Tenant not later than 15 days after Landlord delivers Landlord's Casualty Notice to Tenant.

10.4 Landlord's Repair Obligation. Landlord's obligation will be to restore all portions of the Project (including the Premises, if applicable) affected by a Casualty (exclusive of Tenant's furniture, fixtures and equipment) to their condition immediately preceding such Casualty and will not be limited to the extent allowed by available insurance proceeds. If Landlord for any reason whatsoever fails (a) to commence the repair and restoration work required by Section 10.1 within 90 days from the date of the Casualty, (b) to proceed diligently to complete such repair and restoration work, or (c) to complete same within the estimated time set forth in Landlord's Casualty Notice, plus the number of days of delay caused by Uncontrollable Events, then in addition to any other rights or remedies available to Tenant under Section 12.2, Tenant will have the option (i) to terminate this Lease by giving Landlord notice of Tenant's election to do so at any time prior to the completion of such repairs and restoration and upon the giving of such notice, this Lease will terminate and the parties will be liable for their respective obligations to the date of termination and will have no liability for obligations arising after that date, except for those obligations which expressly survive termination, or (ii) to complete the repair and restoration work itself, in which case Landlord will make the insurance proceeds available to Tenant for the completion of such work and to the extent the insurance proceeds actually received by Tenant are insufficient to pay for all costs incurred by Tenant in connection with such work, Landlord will reimburse Tenant for all such costs within 30 days after Tenant's request and if Landlord fails to reimburse Tenant within such 30 day period, Tenant may deduct all such costs from the next accruing amounts of Rent due under this Lease.

10.5 Abatement of Rent. From the date of a Casualty until 60 days after the later of (a) the date on which the repair and restoration required by Section 10.4 is Substantially Complete and possession of the Premises is delivered to Tenant, or (b) the expiration of the estimated repair period set forth in Landlord's Casualty Notice, Rent will equitably abate in proportion to the nature and extent of the interference with Tenant's normal operation of its business from the Premises. If Tenant has paid any Rent in advance, Landlord will immediately repay to Tenant an amount equal to that portion of any Rent paid in advance for which payment is abated.

11. EMINENT DOMAIN

11.1 Total Taking. If the whole of the Premises or the Project is acquired or condemned by, or transferred under threat of, eminent domain for any public or quasi-public purpose (a "Taking"), this Lease will terminate as of the date possession of the Premises is transferred to the condemning authority. If this Lease is terminated by virtue of a Taking, all Rent will be paid up to the date of termination of this Lease.

11.2 Tenant's Right to Terminate. If so much of the Premises or Common Areas is subject to a Taking that, in Tenant's reasonable business judgment, the portion of the Premises and Common Areas remaining after the Taking will be insufficient to continue Tenant's business at substantially the same scope as

existed prior to the Taking, then Tenant may terminate this Lease by notice to Landlord effective as of the date possession of the Premises is transferred to the condemning authority.

11.3 Landlord's Right to Terminate. If so much of the Project is subject to a Taking that, in Landlord's reasonable business judgment, the portion of the Project remaining after the Taking will be insufficient to operate in an economically viable manner, then Landlord may terminate this Lease by notice to Tenant effective as of the date possession of Project is transferred to the condemning authority, provided that Landlord terminates the leases of substantially all of the other premises in the Project.

11.4 Partial Taking of Premises. In the event a Taking occurs and this Lease is not terminated as provided above, then Landlord will promptly restore, at Landlord's sole cost and expense, all portions of the Project (including the Premises, if applicable) affected by the Taking to a condition comparable to their condition immediately preceding the Taking, less the portion lost in the Taking. In such event, this Lease will continue in full force and effect.

11.5 Award. In the event of any condemnation or taking, whether partial or total, each party will have the right to claim and recover from the condemning authority the amount of actual provable damage to such party.

12. DEFAULT NO NOTICE FOR NON PAYMENT

12.1 Tenant's Default. Each of the following events will be deemed to be an event of default by Tenant under this Lease ("Event of Default"): (a) failure by Tenant to pay any Rent if such failure continues for 15 days after receipt by Tenant of notice from Landlord specifying such default; or (b) failure by Tenant to perform or observe any of Tenant's nonmonetary covenants contained in this Lease within 30 days after receipt by Tenant of notice from Landlord specifying the failure (or such additional period, if any, as may be reasonably required to cure the failure if the failure reasonably cannot be cured within a 30-day period, provided Tenant commences to cure within 30 days after receipt of notice and thereafter diligently pursues such cure to completion but in no event such shall cure period exceed 90 days). On the occurrence of any Event of Default, Landlord will have the option to terminate this Lease or cure the Event of Default on behalf of Tenant. If Landlord cures an Event of Default on behalf of Tenant, Tenant will, on demand reimburse Landlord for Landlord's expenses incurred thereby. If Landlord terminates this Lease Tenant will immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord may, subject to the provisions of Section 11.2 hereof, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof. Subject to the provisions of Section 11.2 hereof, Landlord will use reasonable efforts to mitigate any damages incurred by Landlord and to relet the Premises. In determining the amount of loss which Landlord suffers by reason of termination of this Lease, allowance will be made for the expense of repossession and any necessary repairs, but not for any remodeling undertaken by Landlord following repossession.

12.2 Landlord's Default. In the event Landlord fails to perform on or before the required date for performance any obligation set forth in this Lease to be performed by Landlord, and such failure continues for 30 days after receipt by Landlord of notice from Tenant (or such additional period, if any, as may be reasonably required to cure the failure if the failure reasonably cannot be cured within a 30-day period, provided Landlord commences to cure within 30 days after receipt of notice and thereafter diligently pursues such cure to completion), Tenant may (a) terminate this Lease, (b) obtain such remedy or relief as may be available at law or in equity, or (c) perform such obligations on behalf of Landlord. Notwithstanding the foregoing, if the Premises are in need of emergency repair and Landlord fails to perform the same immediately upon notice from Tenant (which notice, notwithstanding the provisions of Section 14.12, may be given verbally to Landlord's managing agent for the Project), Tenant may proceed to make such repairs as are reasonably necessary to protect persons or property. In the event Tenant performs any of such obligations of Landlord pursuant to the preceding sentence or clause (c) above, Landlord will, on demand, reimburse Tenant for Tenant's expenses incurred thereby. If Landlord fails to reimburse Tenant for such expenses within 30 days from Tenant's demand therefor, Tenant

may deduct the amount of such expenses, plus interest thereon at the Interest Rate from the date incurred until the date so offset, from the next accruing amounts of Rent due under this Lease. No deduction from Rent or reimbursement by Tenant in accordance with this Section 12.2 will constitute a default or breach by Tenant under this Lease.

12.3 No Additional Notice or Cure Period. If a provision of this Lease other than Section 12.1 or 12.2 specifies that, upon the performance or nonperformance of some obligation or the occurrence or nonoccurrence of some event within a time period or by a deadline specified in such provision, one party to this Lease may pursue a specific remedy or take a specific course of action that is expressly set forth in such provision (either with or without requiring that such party give the other party notice of such performance or nonperformance or occurrence or nonoccurrence or afford the other party an opportunity to cure such performance or nonperformance or occurrence or nonoccurrence within a specified period of time), then upon the performance or nonperformance of such obligation or occurrence or nonoccurrence of such event within such period or by such deadline, the party who is given such specific remedy or course of action by such provision may pursue such remedy or take such action without giving the other party any notice or affording the other party any cure right in addition to that specifically required by such provision and the other party will not, by virtue of Section 12.1 or 12.2, as applicable, be entitled to any additional notice or cure period.

12.4 Estoppel and Waiver. No breach under this Lease will be deemed to have been waived, nor will either party be guilty of laches, because of the failure of either party to take action pertaining to such breach.

12.5 Remedies Cumulative. The rights and remedies given to Landlord and Tenant in this Lease are distinct, separate and cumulative remedies, and the exercise of any one or more of them will not be deemed to exclude Landlord's or Tenant's rights to exercise any or all of the others which are given in this Lease, or at law or in equity, unless such remedies are expressly excluded.

12.6 Litigation, Court Costs and Attorneys' Fees. In the event that at any time either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, the prevailing party in such action or proceeding will be entitled to recover from the other party reasonable and necessary costs and attorneys' fees.

12.7 Defaults by Assignees or Subtenants. In the event this Lease is assigned or sublet by Tenant and should any default occur requiring notice as provided in this Section 12, Landlord will furnish Tenant with a copy of the notice at the same time such notice is sent to the assignee or subtenant. In the event that the default is not corrected by the assignee or subtenant during the specified time periods, Tenant will have an option, but not an obligation, to cure such default within an additional period of 10 days.

13. USE

13.1 Use.

Use. Tenant shall use and operate the Premises for a restaurant use and any activities related and accessory thereto as permitted by the Laws. The Premises is for a Jamaican casual restaurant.

13.2 Implications as to Operation. Nothing in this Lease will be interpreted to obligate Tenant to open or operate, continuously or otherwise, a business in the Premises. No implication will be made concerning the use or operation of the Premises from the manner in which Rent is paid or from the amounts of Rent paid.

14. MISCELLANEOUS

14.1 Relationship of Parties. The amount of money provided to be paid Landlord will in no event be deemed to make Landlord a partner or an associate of Tenant in the conduct of Tenant's business, nor will

either party be liable for any debts incurred by the other party in the conduct of the other party's business. The relationship between the parties is for the entire Term that of landlord and tenant.

14.2 Heirs, Successors and Assigns. This Lease and the covenants and agreements herein contained will be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

14.3 Governing Law. This Lease will be governed by, construed in accordance with and enforced under the laws of the state in which the Project is located.

14.4 Rules of Construction. This Lease will be construed with equal weight for the rights of both parties, the terms hereof having been determined by fair negotiation with due consideration for the rights and requirements of both parties.

14.5 Materiality of Covenants. Every covenant contained in this Lease will be construed to be material, whether or not the covenant expressly so provides.

14.6 Severability. If any term or provision of this Lease is found to be invalid, illegal or unenforceable, the remaining terms and provisions hereof will not be affected thereby; and each term and provision hereof will be valid and enforceable to the fullest extent permitted by Laws.

14.7 Entire Agreement; Amendment. This Lease contains the entire agreement between Landlord and Tenant with respect to the subject matter of this Lease and may be amended or modified only by subsequent written agreement duly signed by both parties hereto. Except for those warranties, representations, contingencies, conditions and/or agreements set forth in this Lease, no warranties, representations, contingencies, conditions, and/or agreements have been made by Landlord or Tenant, one to the other or between them, with respect to the subject matter of this Lease. Landlord and Tenant acknowledge that the provisions of this Lease have been negotiated and agreed to between Landlord and Tenant and that this Lease reflects the agreement and understanding of each party. No action, verbal statement or written statement by any employee, agent or representative of either party to this Lease (other than an amendment signed by both parties) will be construed to amend or modify this Lease nor to diminish or discharge any of the rights and obligations of either party hereunder.

14.8 Gender, Number. Pronouns in this Lease importing any specific gender will be interpreted to refer to corporations, partnerships, men and women, as the identity of the parties referred to may require. Pronouns, verbs and/or other words in this Lease importing the singular number will be interpreted as plural words, as the identity of the parties or objects referred to may require.

14.9 Headings. The captions, section numbers and paragraph numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, amplify, limit, construe or describe the scope or interest of any section of this Lease.

14.10 Section Numbers. All references to section numbers contained in this Lease are to the sections of this Lease, unless expressly provided to the contrary.

14.11 Memorandum of Lease. Landlord and Tenant will execute contemporaneously with the execution of this Lease, a Memorandum of Lease in the form attached hereto as Exhibit D for recording purposes. Tenant shall record such Memorandum of Lease at its own cost and expense.

14.12 Notices. All notices or requests given, sent or required to be given with respect to any matter pertaining to this Lease must be in writing and must be sent by nationally recognized overnight courier service, such as, but not limited to, Federal Express, by certified mail with return receipt requested, or by express mail, in each case with charges billed to the sender or proper postage prepaid, as applicable, and will be deemed given

on the date received (or refused) when addressed to the parties at Landlord's Notice Address, in the case of notices to Landlord, or at Tenant's Notice Address, in the case of notices to Tenant, or in either case to such other addresses as Landlord or Tenant may designate to the other by notice.

14.13 Brokers. Tenant represent and warrant that no broker, realtor or finding fee is due to any other party in connection with this Lease and each party agrees to indemnify and hold harmless the other party for any damages, liability or expenses (including reasonable attorneys' fees) arising from any claim or demand of any broker or finder for any commission alleged to be due said broker or finder as a result of such party's breach of its representation contained in this paragraph. Landlord has utilized Jones Lang LaSalle Brokerage, Inc., under a separate service agreement, therefore, no brokerage fees are due under this lease agreement.

14.14 Force Majeure. In the event that Landlord or Tenant cannot commence or complete the work or perform any other obligation of such party hereunder by the date specified therefor because of strikes, lockouts, labor disputes, acts of God, war, civil commotion, fire or other casualty, or other cause beyond the reasonable control of such party ("Uncontrollable Events"), the time for the commencement or the completion of the work or the performance of such obligation will be automatically extended for the period of delay due to the Uncontrollable Event, but in no event will such extension be for a period of more than 60 days.

14.15 Specially Designated Nationals and Blocked Persons List. Tenant represents and warrants to Landlord that neither Tenant nor any person or entity that owns or controls, is owned or controlled by or is under common ownership or control with Tenant, (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury pursuant to Executive Order No. 13224, 66 Federal Register 49079 (September 25, 2001) or (b) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

14.16 Waiver of Consequential Damages. Notwithstanding anything contained in this Lease to the contrary, in no event shall either party hereto be liable to the other for any consequential, exemplary or punitive damages.

14.17 Counterparts; Delivery. This Lease may be executed in counterparts, each of which counterpart shall be an original and all of which taken together shall constitute one and the same agreement. The signature of the parties hereby may be delivered by facsimile or electronic mail via a PDF file.

14.18 Estoppel Certificate. Upon written request of Landlord or Tenant, the other party, within thirty (30) days of the date of receipt of such written request, agrees to execute and deliver to the requesting party, without charge, a written Estoppel Certificate in the form and substance mutually acceptable to the parties hereto, in their reasonable discretion.

14.19 Sales Tax. Tenant agrees to pay any Florida sales and use tax levied upon the rent, including all payments considered rent by the applicable governmental authority, payable by Tenant under this Lease.

14.20 Radon Gas. Pursuant to Section 404.056 of the Florida statutes, Landlord is required to notify Tenant of the following: "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."

14.21 WAIVER OF TRIAL BY JURY. THE RESPECTIVE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER (EXCEPT FOR PERSONAL INJURY OR PROPERTY DAMAGE) ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT,

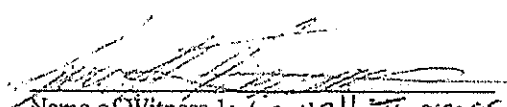
TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR FOR THE ENFORCEMENT OF ANY
REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE.


[Signatures to follow]

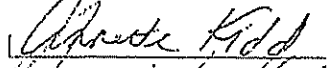
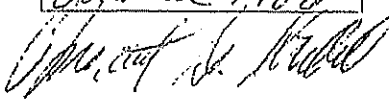
IN WITNESS WHEREOF, having read and intending to be bound by the terms hereof, the parties have signed this Lease on the date(s) set forth below.

WITNESSES:

TENANT:


Name of Witness 1: Lowell Thomas

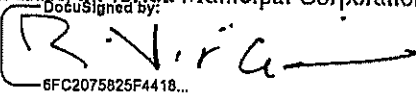

Name of Witness 2: ULYSSES DAVIS

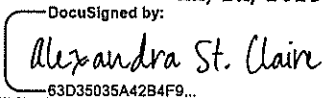
[ADD ACKNOWLEDGMENT]

LANDLORD:

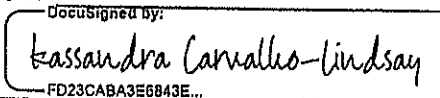
CITY OF MIRAMAR, a Florida Municipal Corporation

By: 
6FC2075825F4418...

Name: Dr. Roy Virgin 11/21/2023


Title: City Manager
DocuSigned by:

63D35035A42B4F9...

Name of Witness 1: Alexandra St. Claire

DocuSigned by:

FD23CABA3E6843E...

Name of Witness 2: Cassandra Carvalho-Lindsay 11/21/2023

Approved as to form and legal sufficiency
For the use of and reliance by the City of
Miramar only:


By: Law Offices of Austin Panies Norris Weeks Powell, PLLC
City Attorney

ATTEST:

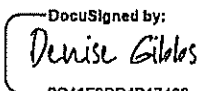
BY: 
2C41E9DD4D17482...
CITY CLERK Denise Gibbs 11/21/2023

Exhibit A

LEGAL DESCRIPTION OF THE PROJECT

[to be provided]

Exhibit B

SITE PLAN

Exhibit C

FORM OF SECURITY

Exhibit D

MEMORANDUM OF LEASE AGREEMENT

[TO BE REVISED ACCORDINGLY UPON FINALIZATION OF LEASE]

Demise. Pursuant to a Lease Agreement having the date set forth below ("Lease"), between the "Landlord" and "Tenant" named below, Landlord has leased and does hereby lease to Tenant the "Premises" described below for "Term" described below and otherwise upon the terms and conditions set forth in the Lease. Capitalized terms used but not defined herein have the meanings set forth for such terms in the Lease.

Effective Date of Lease. _____, 2023.

Name and Address of Landlord. _____, a _____
having an office at _____.

Name and Address of Tenant. RAVANKID Inc, a Restaurant, having an office at
5400 SW 129 Ave. 4 miles E Robert Rd
Miramar, FL 33027

Description of Premises. Approximately 2,400 square feet of Floor Area and being a part of _____ ("Project") located in the City of Miramar, County of Broward, State of Florida, and constructed on land described in Exhibit A attached hereto. The location of the Premises within the Project is depicted on the site plan attached hereto as Exhibit B.

Term of Lease. Commencing on the Commencement Date of the Lease and ending on _____.

This instrument is intended to be only a Memorandum of Lease in respect to the Lease, to which Lease reference is made for the full agreement between the parties. This Memorandum is not intended to modify any term, provision or condition of the Lease and to the extent of any conflict between this Memorandum and the Lease, the Lease will control.

EXECUTED as of the Effective Date of Lease set forth above.

TENANT:

LANDLORD:

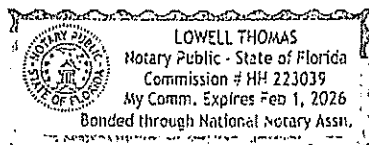
ACKNOWLEDGMENTS

TENANT

STATE OF Florida)
) ss.
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 13 day of November, 2023 by
Lowell Thomas as Notary Public of
Florida, on behalf of RANNNKIP INC. O/B/A Jevci Patten

WITNESS my hand and official seal.



[Signature]
Notary Public

My commission expires: February 01, 2026

LANDLORD

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by
_____ as _____ of
_____, a _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

LANDLORD SUBORDINATION AND CONSENT

This LANDLORD SUBORDINATION AND CONSENT (the "Agreement") is entered into among ("Borrower"), THE HUNTINGTON NATIONAL BANK ("Lender"), and ("Landlord").

WHEREAS, Lender has extended or agreed to extend credit to Borrower (the "Loan," whether one or more extensions of credit), which is secured by or to be secured by the Collateral (as defined below); and

WHEREAS, Borrower and Landlord entered into a lease dated (the "Lease") for the property located at (the "Premises"); and

WHEREAS, some or all of the Collateral is or may from time to time become located on the Premises; and

NOW, THEREFORE, to induce Lender to extend the Loan to Borrower and for other valuable consideration, the parties hereby agree as follows:

1. Collateral Description. The word "Collateral" means certain of Borrower's personal property in which Lender has acquired or will acquire a security interest, including, without limitation, the following property:

All inventory, equipment, furniture, trade fixtures, merchandise, and other goods; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

Landlord agrees that the Collateral shall remain for all purposes personal property and shall not be considered a part of the Premises. The Collateral does not include any fixtures, improvements or machinery permanently installed in or affixed to the Premises such as heating, ventilation and air conditioning equipment; lighting and all other electrical fixtures and equipment; and plumbing fixtures and equipment, including but not limited to hot water heaters, water systems, and sprinkler systems.

2. Lease Defaults. Both Borrower and Landlord agree and represent to Lender that, to the best of their knowledge, there is no breach or offset existing under the Lease or under any other agreement between Borrower and Landlord. Landlord agrees not to terminate the Lease, despite any default by Borrower, without giving Lender written notice of the default and an opportunity to cure or cause the cure of the default within a period of thirty (30) days from the receipt of the notice. Lender shall have no duty to cure or cause the cure of any such default.

3. Subordination. Landlord hereby consents to Lender's security interest in the Collateral and hereby subordinates all interests, liens and claims that Landlord now has or may hereafter acquire in the Collateral to the interests, liens and claims of Lender. Landlord agrees that any subordinate lien or claim it may now have or may hereafter have in the Collateral will be subject to the rights granted by Landlord to Lender in this Agreement.

4. Entry. Landlord and Borrower grant to Lender the right to enter upon the Premises for the purpose of removing the Collateral from the Premises or conducting sales of the Collateral on the Premises, provided that Lender must provide Landlord at least two (2) business days (Monday through Friday except federal holidays) prior written notice. If Lender enters the Premises for any purpose, Borrower will remain fully liable for all obligations of Borrower as lessee under the Lease. If Lender enters onto the Premises and removes the Collateral, Lender shall repair and restore all damage caused to the real or personal property of Landlord or of third parties which may occur in the course of any such entry or in the course of removal of the Collateral from the Premises. Borrower acknowledges and agrees that Landlord shall not be required to verify the existence of any claimed default in any notice from Lender and Landlord shall be entitled to rely exclusively upon Lender's representations as to the nature and extent of Lender's security interest, the default of Borrower under the Loan, and/or Lender's right to repossession of the Collateral.

5. Notice. Any notice or other communication to a party under this Agreement will be in writing and sent via email, by nationally recognized overnight carrier, or by certified mail, return receipt requested, and postage prepaid

to the party's address set forth below or to such other address as a party may notify the other parties. Notice will be effective when delivered if delivered on a business day (Monday through Friday except federal holidays), or if delivered on other than on a business day, on the first succeeding business day.

Address for Landlord:

Attn:
Email:

Address for Lender:

The Huntington National Bank
Loan Servicing - GW1-W37
P.O. Box 341470
Columbus, OH 43234-1470
Email: SBA.Group@huntington.com

Address for Borrower:

Attn:
Email:

6. Miscellaneous Provisions. The rights granted to Lender in this Agreement will continue for thirty (30) days after Lender receives notice in writing from Landlord that Borrower no longer is in lawful possession of the Premises. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of Lender, Borrower, and Landlord. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by fax or by electronic delivery—including, by way of example and not limitation, portable document format (".pdf") or tagged image file format (".tiff")—will be equally effective as delivery of an originally executed counterpart. The Parties acknowledge and agree that in any dispute or controversy between them, including any administrative or legal proceedings, respecting or in any way relating to this Agreement, each waives the right to raise any defense based on its execution of this Agreement in counterparts or the delivery of such executed counterparts by fax or by electronic delivery, as applicable. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties. A determination that any provision of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any other provisions. Any determination that the application of any provision of this Agreement to any person or to particular circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. This Agreement will be governed by, construed, and enforced in accordance with federal law and, to the extent not preempted by federal law, the laws of the State of _____, except its conflict of law rules. If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Without notice to Landlord and without affecting the validity of this Agreement, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan; including without limitation extending, renewing, rearranging, or accelerating any of the Loan indebtedness.

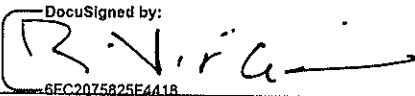
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the date(s) appearing below.

BORROWER:

By: _____
Name: _____
Title: _____

Date: _____

LANDLORD:

By: 
Name: Roy Virgin
Title: City Manager

Date: 11/21/2023

LENDER:

THE HUNTINGTON NATIONAL BANK

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT "C"

GUARANTY OF LEASE

THIS GUARANTY OF LEASE (this "**Guaranty**") is made as of the 13 day of November 2023, by Anette Kidd, and Robert Kidd, jointly and severally, (hereinafter collectively referred to as "**Guarantor**"), to and in favor of the City of Miramar, a Florida Municipal Corporation, whose address is 2300 Civic Center Place, Miramar, FL 33025, Attn: Dr. Roy Virgin, City Manager ("**Landlord**").

RECITALS

A. Landlord and Rannnkidd Inc. d/b/a Juici Patties ("**Tenant**") are, concurrently with the execution and delivery of this Guaranty, entering into that certain lease agreement of even date herewith (the "**Lease**") for Units 06, 07, and 08 ("**Premises**") in the building located in the Miramar Town Center, 11735 City Hall Promenade, City of Miramar, Florida, as more particularly described in the Lease, located in Broward County.

B. Guarantor represents and warrants to Landlord that Guarantor is benefited, directly or indirectly, by Tenant's entering into the Lease.

C. As a specific and material inducement to Landlord to enter into the Lease with Tenant, Guarantor has agreed to execute and deliver this Guaranty, and by this Guaranty to guarantee the payment of all Lease Term Rental, Additional Rent (as such terms and all other capitalized and non-defined terms herein are defined in the Lease) and all other sums and charges payable by Tenant under the Lease and the performance and observance of all of Tenant's obligations set forth in the Lease.

NOW, THEREFORE, in consideration of the execution and delivery of the Lease by Landlord and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, Guarantor hereby covenants and agrees as follows to the following provisions:

1. The recitals to this Guaranty are true and incorporated in this Guaranty.
2. Guarantor guarantees, absolutely and unconditionally, to Landlord, and to any mortgagee holding a mortgage upon the interest of Landlord in the Premises and to the underlying lessor under the ground lease to Landlord, (a) the full and prompt payment of all Lease Term Rental, Additional Rent and all other sums and charges payable by Tenant under the Lease and any and all amendments, modifications or other instruments relating thereto, whether now or hereafter existing (b) the full and prompt performance and observance of all terms, covenants, conditions and agreements to be performed and observed by Tenant under the Lease and any and all amendments, modifications and other instruments relating thereto, whether now or hereafter existing, and (c) the full and prompt payment of all damages (actual, consequential, and punitive), costs and expenses which shall at any time be recoverable by Landlord from Tenant by virtue of the Lease and any amendments, modifications and other instruments relating thereto (individually and collectively, "**Liabilities of Tenant**"). Guarantor hereby covenants and agrees to and with Landlord that if Tenant, or its successors and assigns, shall default at any time in the payment of Lease Term Rental, Additional Rent or any other sums or charges payable by Tenant under the Lease or in the performance and observance of any of the terms, covenants, provisions or conditions contained in the Lease, Guarantor shall forthwith pay to Landlord such Lease Term Rental, Additional Rent and other sums and charges and shall immediately faithfully perform and fulfill all of such terms, covenants, conditions and provisions of the Lease and shall immediately pay to Landlord all damages that may arise in consequence of any such default by Tenant, including, without limitation, all attorneys' fees (including paralegals' and similar support personnel's) and accountants' fees, court costs and disbursements (including those related to any appellate

matters) incurred by Landlord or caused by any such default and/or the enforcement of this Guaranty and/or the collection.

3. All moneys available to Landlord for application in payment or reduction of the Liabilities of Tenant may be applied by Landlord, in such manner and in such amounts and at such times or times as Landlord may see fit, to the payment or reduction of such of the Liabilities of Tenant as Landlord may elect.

4. This Guaranty shall be in effect with respect to all matters arising during or relating to the entire period the Lease is in effect, including all renewals and extensions, beginning with the commencement of the Lease, and the liability of the Guarantor hereunder shall not be affected, waived, released, discharged, modified or diminished by reason (a) of any assignment of the Lease by Tenant or any subletting of the Premises thereunder, (b) of any dealings or transactions occurring between Landlord and Tenant, (c) of any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship affecting Tenant or the rejection or disaffirmance of the Lease in any proceedings or (d) that any security for the Liabilities of Tenant is exchanged, surrendered or released or the Lease or any other obligation of Tenant is changed, altered, renewed, extended, continued, surrendered, compromised, waived or released in whole or in part, or that any default with respect thereto is waived, whether or not notice thereof is given to Guarantor. Guarantor acknowledges and agrees that the Liabilities of Tenant may, from time to time, be exchanged, surrendered, changed, altered, continued, renewed, extended, modified, compromised, released or waived by Landlord and that Landlord may fail to set off and may release, in whole or in part, any credit on its books in favor of Tenant, and may extend further credit in any manner whatsoever to Tenant, and generally deal with Tenant or any such security as Landlord may see fit, all without notice to or assent by Guarantor, as if Landlord had obtained the prior written consent of Guarantor; and Guarantor shall remain bound under this Guaranty notwithstanding any such exchange, surrender, release, change, alteration, renewal, extension, modification, continuance, compromise, waiver, inaction, extension of further credit or other dealing.

5. If Tenant fails to surrender the Premises upon the expiration or earlier termination of the Lease Term, Guarantor shall be liable for all losses and damages, actual, consequential or punitive, arising from, growing out of or related to any such failure to surrender the Premises.

6. Guarantor hereby expressly waives (a) notice of acceptance of this Guaranty, (b) presentment and demand for payment of any of the Liabilities of Tenant; (c) protest and notice of nonpayment, nonperformance, nonobservance or default to Guarantor or to any other party with respect to any of the Liabilities of Tenant; (d) all other notices to which Guarantor might otherwise be entitled; (e) any demand for payment under this Guaranty; and (f) any and all defenses relating to Landlord's failure to perfect a security interest in Tenant's property and/or impairment of collateral. Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall not be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by Landlord against Tenant, or Tenant's successors and assigns, of any of the rights or remedies reserved to Landlord pursuant to provisions of the Lease.

7. This Guaranty is an absolute and unconditional guaranty of payment and of performance, regardless of any law, regulation, or decree now or in the future in effect which might in any manner affect the obligations of Tenant or any rights of Landlord, or cause or permit to be invoked any alteration of time, amount, currency, or manner of payment of any of the obligations guaranteed. This Guaranty shall be enforceable against Guarantor without the necessity for any suit or proceeding on Landlord's part of any kind or nature whatsoever against Tenant, without the necessity that resort be had to any security or to any balance of any deposit account or credit on the books of Landlord in favor of Tenant or any other person or entity. No invalidity, irregularity or unenforceability of all or any part of the Lease shall affect, impair or be a defense to this Guaranty and this Guaranty shall constitute a primary obligation of the undersigned.

8. Each reference herein to Landlord shall be deemed to include its successors and assigns, in whose favor the provisions of this Guaranty shall also inure. Each reference herein to Guarantor shall be deemed to include the legal representatives, successors and assigns of Guarantor, all of whom shall be bound by the provisions of this Guaranty. The obligations hereunder of each party comprising Guarantor shall be joint and several, and the release of one of such parties shall not release any of the other parties.

9. No delay on the part of Landlord in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights; no notice to or demand on Guarantor shall be deemed to be a waiver of the obligation of Guarantor or of the right of Landlord to take further action without notice or demand as provided herein; nor in any event shall any modification or waiver of the provisions of this Guaranty nor any termination hereof be effective unless in writing signed by Landlord, nor shall any waiver be applicable except in the specific instance for which given.

10. Guarantor hereby: (a) irrevocably consents and submits to the jurisdiction of any federal, state, county or municipal court sitting in Broward County (the "County") in respect to any action or proceeding brought therein by Landlord against Guarantor concerning any matters arising out of or in any way relating to this Guaranty or the Lease; (b) expressly waives any rights of Guarantor pursuant to the laws of any other jurisdiction by virtue of which exclusive jurisdiction of the courts of any jurisdiction other than the County might be claimed; (c) irrevocably waives personal service of any summons and complaint, and consents to the service upon Guarantor of process in any such action or proceeding by the mailing of such process by overnight courier service such as UPS, Federal Express or the like, to Guarantor at the address set forth in Paragraph 11 below; (d) irrevocably waives all objections as to venue and any and all rights Guarantor may have to seek a change of venue with respect to any such action or proceeding; (e) agrees that the laws of the State of Florida shall govern in any such action or proceeding, and waives any defense to any action or proceeding granted or allowed by the laws of any other state, country or jurisdiction unless such defense is also allowed by the laws of the State of Florida; and (f) agrees that any final judgment rendered against Guarantor in any such action or proceeding shall be conclusive and may be enforced in the County or any other jurisdiction by suit on the judgment or in any other manner provided by Legal Requirements, and expressly consents to the affirmation of the validity of any such judgment by the courts of the County or any other jurisdiction so as to permit execution thereon. Guarantor further agrees that any action or proceeding by Guarantor against Landlord with respect to any matters arising out of or in any way relating to the Lease shall be brought only in the County where the Premises are located. Guarantor hereby represents that there are no treaties or laws which would preclude, impair or hinder the recognition of any judgment rendered by any such court sitting in the State of Florida by, and the enforcement of any such judgment by, the courts of the or any other jurisdiction, and Guarantor agrees that Guarantor shall interpose no defense or claim against and shall consent to the issuance of all necessary documents by the courts of Florida or any other jurisdiction in order to execute upon any such judgment.

11. By execution of this Guaranty, Guarantor consents to notice being given or process being served in any suit or proceeding of the nature referred to in this Guaranty by mailing a copy thereof by overnight courier service such as UPS, Federal Express or the like, addressed to Guarantor c/o Tenant at address set forth for Tenant in the Lease. Guarantor expressly agrees that such service shall be deemed in every respect effective service of process upon Guarantor in any suit, action, or proceeding arising out of this Guaranty, and be taken and held to be valid personal service upon and personal delivery to Guarantor.

12. This Guaranty may be executed in one or more counterparts, each of which counterparts shall be an original.

13. All of Landlord's rights and remedies under the Lease or under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

14. As a further inducement to Landlord to accept the Lease and in consideration thereof, Landlord and Guarantor covenant and agree that in any action or proceeding brought on, under or by virtue of this Guaranty, Landlord and Guarantor shall and do hereby WAIVE TRIAL BY JURY in any such action or proceeding. This waiver is knowingly and voluntarily given; Tenant acknowledges that this provision is a material inducement to Landlord to enter into the Lease with Tenant.

15. The Guaranty shall be governed by and construed in accordance with the laws of the State of Florida, without application of its conflict of law principles.

16. There shall be no modification of the provisions of this Guaranty unless the same be in writing and signed by Landlord and Guarantor.

17. Notwithstanding anything to the contrary provided for herein, provided Tenant is not in default of the Lease beyond applicable notice and cure periods at any time during the first five (5) Lease Years, then, commencing on the first day of the sixth (6th) Lease Year, Guarantor's liability outstanding under this Guaranty at any point in time shall not exceed an amount equal to the aggregate sum of all of the following: (a) all Rent, Additional Rent and other charges and sums payable by Tenant under the Lease during any one (1) year period of the Term of the Lease selected by Landlord, (b) the entire amount of all brokerage commissions payable by Landlord in connection with this Lease, (c) the entire amount of the Allowance paid by Landlord, and (d) Landlord's legal expenses and reasonable attorneys' fees, court costs, and disbursements incurred in the enforcement of the Guaranty.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the day and year first above written.

GUARANTOR

Anette Kidd

Anette Kidd

Date: 10/24/23

STATE OF _____)
) SS.
COUNTY OF _____)

THE FOREGOING INSTRUMENT was acknowledged, sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by ANETTE KIDD. He is personally known to me or has produced driver's license as identification.

My Commission Expires: _____
Notary Public, State of _____

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the day and year first above written.

GUARANTOR

ROBERT KIDD



Date: OCT 24, 2023

STATE OF _____)
COUNTY OF _____) SS.

THE FOREGOING INSTRUMENT was acknowledged, sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by ROBERT KIDD. He is personally known to me or has produced driver's license as identification.

My Commission Expires: _____
Notary Public, State of _____

it's
**RIGHT
HERE**
in MIRAMAR...

ROUTING SHEET

ADMINISTRATIVE AND FINANCIAL SERVICES



RUSH

RUSH

| | |
|----------------|--|
| DATE | November 15, 2023 |
| SUBJECT | Vacant Retail Space: Lease Agreement Between The City of Miramar and RANNKIDD, Inc., dba Juici Patties |
| FROM | Debon L. Campbell, II, |

| ROUTE APPROVAL/SIGNATURE | | | | | | |
|---|------------------|------------|-------------------------------------|--------------------------|-------------------------------------|----------|
| NAME | SIGNATURE | DATE | APPROVED | DENIED | N/A | COMMENTS |
| Debon L. Campbell, II, <i>FOR</i> Procurement | | 11/15/23 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Alicia Ayum, Procurement | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| Rafael Sanmiguel, Management & Budget | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Sheron Harding Human Resources (Risk) | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Austin Pamies Norris Weeks Powell, PLLC City Attorney | | 11/29/23 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Susan Gooding-Liburd CFO | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| Stephen Johnson Assistant City Manager | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Kelvin L. Baker, Sr Deputy City Manager | | 11/16/23 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Kassandra Carvalho-Lindsay Chief of Staff | | 11/20/2023 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Dr. Roy L. Virgin City Manager | | 11/21/2023 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Denise Gibbs City Clerk | | 11/21/2023 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Return To: | Dr. Sophia Bryan | | | | | DATE |

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**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM
OFFICE OF CITY MANAGER**

TO: Dr. Roy L. Virgin, City Manager

THRU: Kelvin L. Baker, Sr., Deputy City Manager

FROM: Debon L. Campbell, II, Intergovernmental Affairs Manager ^{FOR} SB

DATE: November 15, 2023

RE: **Vacant Retail Space: Lease Agreement Between The City of Miramar and RANNKIDD, Inc., dba Juici Patties**

Please find attached, the "Lease Agreement Between The City of Miramar and RANNKIDD, Inc., dba Juici Patties."

On Monday, November 13, 2023, the City Commission approved the lease agreement for the vacant retail space on the ground floor of City Hall Promenade with Resolution Number 24-39 which, allowed the City Manager to move forward and execute the lease agreement.

City Attorney reviewed and amended *Section 3 Rent* to include subsection *3.2 Late Payment Interest*. The Intergovernmental Affairs Manager reviewed the attached documents and approval is recommended.

DLC/sb

Attachment: Lease Agreement
Exhibit "C" Guaranty of Lease
Landlord Subordination and Consent



ROUTING SHEET

ADMINISTRATIVE AND FINANCIAL SERVICES



RUSH

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| | |
|---------|--|
| DATE | November 15, 2023 |
| SUBJECT | Vacant Retail Space: Lease Agreement Between The City of Miramar and RANNKIDD, Inc., dba Juici Patties |
| FROM | Debon L. Campbell, II, |

| ROUTE APPROVAL/SIGNATURE | | | | | | |
|---|------------------|----------|-------------------------------------|--------------------------|-------------------------------------|----------|
| NAME | SIGNATURE | DATE | APPROVED | DENIED | N/A | COMMENTS |
| Debon L. Campbell, II, FOR Procurement | | 11/15/23 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Alicia Ayum, Procurement | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| Rafael Sanmiguel, Management & Budget | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Sheron Harding Human Resources (Risk) | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Austin Pamies Norris Weeks Powell, PLLC City Attorney | | 11/29/23 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Susan Gooding-Liburd CFO | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| Stephen Johnson Assistant City Manager | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Kelvin L. Baker, Sr Deputy City Manager | | 11/16/23 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Kassandra Carvalho-Lindsay Chief of Staff | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Dr. Roy L. Virgin City Manager | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Denise Gibbs City Clerk | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Return To: | Dr. Sophia Bryan | | | | | |

DATE

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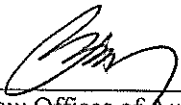
LANDLORD:
CITY OF MIRAMAR, a Florida Municipal Corporation

By: _____
Name: Dr. Roy Virgin
Title: City Manager

Name of Witness 1: _____

Name of Witness 2: _____

Approved as to form and legal sufficiency
For the use of and reliance by the City of
Miramar only:



By: Law Offices of Austin Pamies Norris Weeks Powell, PLLC
City Attorney

ATTEST:

BY: _____
CITY CLERK