

**AGREEMENT
TO LEASE AND IMPROVE MEANS COURT**

THIS LEASE AGREEMENT (“Lease”) is made this ____ day of _____, 2021 (“Effective Date”), between the FORT PIERCE REDEVELOPMENT AGENCY, a dependent special district of the City of Fort Pierce, (hereafter "Landlord") whose address is 100 North U.S. 1, Fort Pierce, Florida 34950; and INCUBATE NEIGHBORHOOD CENTER a Florida not for profit corporation, (hereafter "Tenant"), whose business address is 1601 North 27th Street, Fort Pierce, Florida 34947.

ARTICLE I

PREMISES

1.1 Premises. Subject to the terms and provisions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the real property described in Exhibit A attached hereto (the “Land”) and located at 532 North 13th Street consisting of approximately 2.57 acres and including, without limitation, the buildings located on the Land (the “Buildings”) and all other structures and other improvements located on the Land (with the Buildings, collectively, the Improvements"). The Land and the Improvements are, collectively, the "Demised Premises". Tenant accepts the Demised Premises in their "AS IS, WHERE IS" condition.

ARTICLE II

TERM

2.1 Lease Term. The initial term of this Lease and any renewal terms are as set forth in this Article II.

2.2 Initial Term. The initial term of this Lease (the "Initial Term") shall be for a period of twenty (20) years, commencing on the Effective Date.

2.3 Renewal Term. This Lease may be renewed upon the mutual agreement of Landlord and Tenant for one (1) additional term of ten (10) years in accordance with the following provisions. Tenant shall furnish Landlord with a written request to renew the Lease no later than eighteen (18) months prior to the expiration of the Initial Term. Within sixty (60) days of Landlord's receipt of Tenant's written request therefor, Landlord shall provide written notice to Tenant of Landlord's acceptance or denial of Tenant's request to renew the Lease.

2.4 Termination.

(a) Termination for Failure to Improve the Demised Premises. If Tenant has not made substantial progress toward improving the Demised Premises in accordance with the Scope of Work set forth in the attached Exhibit B, as determined by Landlord in its sole and absolute discretion, within one (1) year of the Effective Date of this Lease, then then Landlord may terminate this Lease by providing written notice to Tenant.

(b) Termination for cause. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, EITHER PARTY MAY TERMINATE THIS LEASE, WITH CAUSE, UPON NINETY (90) DAYS' WRITTEN NOTICE TO THE OTHER PARTY.

ARTICLE III

IMPROVEMENTS

3.1 Tenant Work. Tenant shall, at its sole cost and expense improve the Demised Premises in accordance with Exhibit B, Scope of Work.- Said improvements shall be referred to hereafter as "Tenant Work." Tenant shall use all commercially diligent efforts, as quickly as reasonably practicable, to obtain all permits and approvals necessary for the Tenant Work and to achieve Substantial Completion (as defined below) of the Tenant Work.

3.2 Plans and Approvals. Tenant shall provide plans and specifications for the Tenant Work to Landlord for Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Such plans and specifications shall include, without limitation, any site plans, floor plans, and elevations (including, without limitation, exterior shades, awnings, window coverings, lights, and canopies) prepared for the Tenant Work. The plans and specifications approved by Landlord and Tenant, and any construction or permit drawings prepared by Tenant's architect based on such approved plans and specifications, are, collectively, the "Final Plans."

3.3 Requirements for Contractors. All Tenant Work shall be completed in compliance with applicable Legal Requirements, and in a good and workmanlike manner, by licensed contractors with appropriate building permits. Tenant agrees to require that the general contractor performing the Tenant Work shall maintain Builder's Risk insurance on the building on an all-risk basis and in an amount equal to the contract amount of the Tenant Work, naming the Landlord as a loss payee and additional insured.

3.4 Substantial Completion. The term "Substantial Completion" means substantial completion of the Tenant Work in accordance with the Final Plans, as evidenced by Tenant's receipt of all approvals necessary for Tenant to occupy and operate the building, including, without limitation, a certificate of occupancy for the building (if applicable). The date on which Substantial Completion occurs is the "Substantial Completion Date." On each anniversary of the Effective Date until the Substantial Completion Date, Tenant and Landlord shall meet in person to discuss the measures that Tenant is taking to achieve Substantial Completion. Tenant shall, at Tenant's sole cost and expense, bring all material documents to such meetings with Landlord (or provide such documents to Landlord in advance at Landlord's request) for Landlord to be able

to audit Tenant's progress with respect to Substantial Completion. The Substantial Completion Date shall occur within two (2) years of the Effective Date.

3.5 Total Project Costs. The term "Total Project Costs" means the sum of all costs and expenses paid or incurred by Tenant for the design, engineering, permitting, construction, and installation of the Tenant Work.

3.6 Confirmation of Dates and Amounts. Within thirty (30) days after the Substantial Completion Date, Landlord and Tenant shall execute a written instrument prepared by Tenant and memorializing (a) the Substantial Completion Date, and (b) the Total Project Costs.

ARTICLE IV

RENT

4.1 Base Rent. Commencing on the Effective Date, Tenant shall pay to Landlord annual base rent in the amount of twelve dollars (\$12.00) (the "Base Rent"). The Base Rent shall be paid annually on each anniversary of the Effective Date. The Base Rent and any other amounts owed by Tenant to Landlord under this Lease are, collectively, the "Rent". Tenant shall make all Rent payments to Landlord at above address. The Base Rent shall not be prorated for any partial month.

4.2 Late Charge. Tenant shall pay a late charge of fifty dollars (\$50.00) if any installment of Rent or any other amount due from Tenant to Landlord is received by Landlord more than five business days after the applicable due date. This charge is for extra expenses incurred by Landlord and shall not be considered interest or penalty.

ARTICLE V

ALTERATIONS AND TENANT EQUIPMENT

5.1 Alterations. Tenant shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of Landlord, except for the installation of

unattached, movable trade fixture, excluding retail containers which may be installed without defacing the Demised Premises. All alterations, additions, improvements and fixtures (other than movable trade fixtures and structures) which may be made or installed upon the Demised Premises shall become the property of Landlord upon installation and shall remain upon and be surrendered with the Demised Premises at the termination of the Lease unless Landlord requests their removal, in which event Tenant shall remove the same and restore the Demised Premises to the original condition at Tenant's expense. Any linoleum, carpeting or other floor covering which may be cemented or otherwise affixed to the floor of the Demised Premises shall be a permanent fixture and shall become the property of Landlord without credit or compensation to Tenant.

5.2 Ownership of Improvements. During the Term, Tenant shall be considered for income tax purposes to be the owner of the building and any other Alterations and Improvements made by or on behalf of Tenant following the Effective Date, and Tenant alone shall be entitled to take tax deductions on its federal and state income tax returns for the depreciation and other expenses related to such building and land enhancements. Upon expiration or earlier termination of this Lease, the ownership of such improvements made by or on behalf of Tenant shall belong to Landlord, except as expressly provided otherwise in this Lease, excluding removable structures.

5.3 Tenant's Equipment. Title to any building, structure, or other improvements (other than movable trade fixtures) that shall be constructed, installed, or placed upon the Demised Premises shall vest in Landlord upon the termination of this Lease or any renewal or extension thereof, and Tenant acknowledges that it shall have no right to remove such fixed and permanent improvements and any fixed appliances, apparatus, or equipment related to the improvements, including all replacements, accessories and modifications thereof from the Demised Premises, excluding removable structures and kitchen incubator appliances.

5.4 Liens. Tenant shall not cause or permit to be recorded, filed, claimed, or asserted against the Demised Premises any mechanic's lien for supplies, machinery, tools, equipment, labor, or material contracted for by, though, or under Tenant and furnished or used in connection with any construction, development, alteration, improvement, addition to, repair to, or maintenance of any Improvements, and if Tenant causes or permits any such lien to be so recorded, filed, claimed, or asserted, then Tenant shall cause the same to be released or discharged within 30 days thereafter. If Tenant party breaches the foregoing covenant, then Landlord may cause any such claimed lien to be released of record by bonding or payment or any other means available. Tenant shall pay to Landlord on demand all sums paid and costs, including reasonable attorneys' fees, incurred by Landlord in connection therewith.

NOTHING IN THIS LEASE SHALL BE DEEMED TO BE, OR CONSTRUED AS CONSTITUTING, THE CONSENT OR REQUEST OF LANDLORD, EXPRESSED OR IMPLIED, BY INFERENCE OR OTHERWISE, TO ANY PERSON, FIRM, OR CORPORATION FOR THE PERFORMANCE OF ANY LABOR OR THE FURNISHING OF ANY MATERIALS FOR ANY CONSTRUCTION, REBUILDING, ALTERATION, OR REPAIR OF OR TO THE DEMISED PREMISES OR ANY PART THEREOF, NOR AS GIVING TENANT ANY RIGHT, POWER, OR AUTHORITY TO CONTRACT FOR OR PERMIT THE RENDERING OF ANY SERVICES OR THE FURNISHING OF ANY MATERIALS THAT MIGHT IN ANY WAY GIVE RISE TO THE RIGHT TO FILE ANY LIEN AGAINST THE BUILDING OR LANDLORD'S INTEREST IN THE DEMISED PREMISES. TENANT SHALL NOTIFY ANY CONTRACTOR PERFORMING ANY CONSTRUCTION WORK AT THE DEMISED PREMISES ON BEHALF OF TENANT THAT THIS LEASE SPECIFICALLY PROVIDES THAT THE INTEREST OF LANDLORD

IN THE DEMISED PREMISES SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY TENANT, AND NO MECHANIC'S LIEN OR OTHER LIEN FOR ANY SUCH LABOR, SERVICES, MATERIALS, SUPPLIES, MACHINERY, FIXTURES, OR EQUIPMENT SHALL ATTACH TO OR AFFECT THE ESTATE OR INTEREST OF LANDLORD IN AND TO THE DEMISED PREMISES, THE BUILDING, OR ANY PORTION THEREOF. IN ADDITION, LANDLORD SHALL HAVE THE RIGHT TO POST AND KEEP POSTED AT ALL REASONABLE TIMES ON THE DEMISED PREMISES ANY NOTICES WHICH LANDLORD SHALL BE REQUIRED SO TO POST FOR THE PROTECTION OF LANDLORD AND THE DEMISED PREMISES FROM ANY SUCH LIEN. TENANT AGREES TO PROMPTLY EXECUTE SUCH INSTRUMENTS IN RECORDABLE FORM IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF FLORIDA STATUTE 713.10.

ARTICLE VI

OPERATIONAL COMPLIANCE

6.1 The operational use of the Demised Premises as follows:

(a) Tenant Use, commencing on the Effective Date and continuing until the Substantial Completion Date, Tenant shall have leasehold rights to perform the Tenant Work in accordance with the scope of work in Exhibit B. Tenant shall use the Demised Premises for the following proposed purposes which may change location during the architectural planning process. Tenant shall manage community partners relationship to ensure the function of the multi-purpose service hub is fulfilled.

(b) Prohibition Against Smoking. The term "Smoking" means inhaling, exhaling, burning, vaping, or carrying any lighted cigar, cigarette, pipe or any other device or product

containing any tobacco, leaf, weed, plant or other smokable product, Tenant shall prohibit its invitees, licensees, officers, directors and employees from Smoking anywhere on the Demised Premises.

(c) **Prohibition Against Animals Except Service Animals.** Tenant shall prohibit its invitees, licensees, officers, directors and employees from allowing or keeping animals or pets of any kind on the Demised Premises; provided, however, that "service animals" as defined by Florida law and federal law shall be allowed on the Demised Premises. Nothing herein shall require or cause Tenant to violate applicable Florida law or federal law.

6.2 **Hours of Operation.** The use of the Demised Premises by Tenant, Tenant's employees, community partners and contractors shall be limited to the hours between 7:00 a.m. and 1:00 a.m., seven (7) days per week. However, Tenant have access to premises 24 hours per day. All music and other activities must comply with the City of Fort Pierce's noise ordinance.

6.3 **Tenant's Conduct.** Tenant shall operate its business with high standards. Tenant shall keep the Demised Premises neat, clean, sanitary, and reasonably free from dirt, rubbish, insects, and pests always. Tenant shall not (a) use or maintain the Demised Premises in such a manner as to constitute an actionable nuisance to Landlord or any third party, or (b) commit or permit waste of the Demised Premises,

6.4 **Hazardous Materials.** Tenant shall not cause in, on, or under the Demised Premises, or suffer or permit to occur in, on, or under, the Demised Premises any generation, use, manufacturing, refining, transportation, emission, release, treatment, storage, disposal, presence, or handling of Hazardous Materials. Should a release of any Hazardous Material occur at the Demised Premises as a result of the acts of omissions of Tenant, or its employees, agents, suppliers, shippers, customers, contractors, or invitees, Tenant shall immediately contain,

remove from the Demised Premises, and/or properly dispose of such Hazardous Materials and any material contaminated by such release, and remedy and mitigate all threats to human health or the environment relating to such release, all in accordance with Environmental Laws.

6.5 Compliance with Laws. Tenant shall, at its expense, (a) obtain any and all occupational licenses (business tax receipt) beverage licenses, and other permits and approvals required for the operation of Tenant's business at the Demised Premises, (b) comply with all laws, codes, regulations, orders, and ordinances, including, without limitation, the City of Fort Pierce Code of Ordinances, the regulations and orders of the Florida Department of Business and Professional Regulation, and Environmental Laws, applicable to Tenant's use and occupancy of the Demised Premises.

ARTICLE VII

SIGNS

7.1 Signs. Tenant shall, at its expense, have the right to install signs related to Tenant's business in or on the Demised Premises, or in areas coordinated with and approved by the Landlord or designee. Any signs installed by Tenant shall comply with all Legal Requirements. Tenant shall, at its expense, maintain its signs in good condition and repair. Upon the expiration or earlier termination of the Lease, Tenant shall remove any signs installed by Tenant in or on the Demised Premises.

ARTICLE VIII

UTILITIES

8.1 Utilities. Tenant shall contract in its own name, and pay directly to the applicable public utility, for all water, sewer, electricity, gas, telephone, communication, stormwater, solid waste collection, and other utility charges and fees related to the Demised Premises. If the Demised

Premises is occupied by any cotenant or sublessee (including but not limited to Main Street Fort Pierce) said cotenant or sublessee shall be responsible for payment of utilities in an amount prorated for the portion of the Demised Premises that it occupies.

ARTICLE IX

MAINTENANCE AND REPAIR

9.1 Maintenance and Repair. During the Term, Tenant shall, at its expense, maintain the entire Demised Premises in good order, condition, and repair (including necessary replacements), subject to reasonable wear and tear except as otherwise set forth herein. Without limiting the foregoing, Tenant shall keep all restroom facilities clean and sanitary. Tenant shall be responsible for all janitorial services, maintenance of irrigation and landscaping, and maintenance of the interior of the building. For the avoidance of doubt, Tenant shall be responsible for repairs to, and replacement of items associated with customary use of the Demised Premises, including, but not limited to, replacing light bulbs, unclogging toilets, replacing air conditioning filters, replacing broken switches, etc.

Notwithstanding the foregoing, after the Substantial Completion Date, Landlord shall be responsible for maintenance and repairs to the following portions of the Building: roof, exterior walls, exterior windows, and exterior doors as well as mechanical, electrical, and plumbing systems located within walls, above ceiling surfaces and below floor surfaces; provided, however, that Landlord shall not be responsible for maintenance and repairs to any of the foregoing portions of the Building in the event of a construction defect caused by Tenant or its contractors.

9.2 On-Going Capital Improvements or Repairs.

(a) Tenant shall maintain the Demised Premises in excellent operating condition according to acceptable industry standards and applicable codes. Landlord has the right to inspect

the Demised Premises at any time upon reasonable prior notice to Tenant, and Landlord will provide written notice to Tenant of any improvements or repairs that Landlord believes are necessary to comply with the standards. If Tenant contests the necessity of an improvement or repair requested by Landlord, and at any other time at the request of either party (but not more frequently than once in any 12-month period), Landlord and Tenant shall meet in good faith to discuss the need for any improvements or repairs necessary to comply with the aforementioned standards and to resolve any disputes relating thereto.

If Tenant has not commenced any improvement or repair described in Section 9.2(a) within ten (10) days after written notice from Landlord (or, if later, the date on which the need for such improvement or repair has been conclusively determined pursuant to this Section 9.2), Landlord has the right to self-perform the improvement or repair. If it becomes necessary for Landlord to self-perform any such improvement or repair, Landlord will prepare a cost estimate of the work to be performed, and Tenant shall reimburse Landlord for the costs of such improvement or repair within ten (10) days of Landlord's written demand therefor.

ARTICLE X

TAXES AND FEES

10.1 Payment of Taxes and other Fees. To the extent that real property taxes are applicable to Tenant's interest in the Demised Premises, Tenant shall be liable for the payment of such taxes. Tenant shall, always, obtain and maintain any and all tax exemptions which Tenant may deem necessary or desirable to reduce Tenant's tax liability or exempt Tenant from the payment of such real property taxes. If any real property taxes are assessed on Tenant's interest in the Demised Premises, then Tenant shall remit payment to Landlord within fifteen (15) days of Landlord's written request therefor.

ARTICLE XI

INSURANCE

11.1 TENANT shall, at its own expense, procure and maintain throughout the term of this Lease Agreement, with insurers acceptable to LANDLORD, the types and amounts of insurance conforming to the minimum requirements set forth herein. Contractor shall not occupy the Leased Premises or commence work until the required insurance is in force and evidence of insurance acceptable to LANDLORD has been provided to, and approved by, LANDLORD. In addition, TENANT shall require all contractors performing work for TENANT upon the Leased Premises to provide insurance conforming to the minimum requirements set forth herein.

Property Insurance. LANDLORD shall obtain and maintain all risk commercial property insurance on the exterior structure of the leased premises. TENANT shall insure the contents of such buildings or structures. TENANT agrees to be responsible for loss or damage to any structure or building on the premises to the extent such loss or damage is subject to a deductible provision in the LANDLORD's provided insurance.

Workers' Compensation/Employers' Liability. TENANT shall purchase and maintain Workers' Compensation insurance on a form no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to waive the insurer's right to subrogate against LANDLORD and the City of Ft. Pierce, and their respective officials, officers and employees in the manner which would result from the

attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with LANDLORD, the City of Ft. Pierce, and their respective officials, officers and employees scheduled thereon. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	“Statutory”	
Part Two:	\$500,000	Each Accident
	\$500,000	Disease – Policy Limit
	\$500,000	Disease – Each Employee

Commercial General Liability Insurance. TENANT shall purchase and maintain Commercial General Liability Insurance on a form no more restrictive than the latest edition of the standard occurrence Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by the ISO or the State of Florida.

In addition, LANDLORD, the City of Ft. Pierce, and their respective officials, officers and employees shall be included as an “Additional Insureds” on a form no more restrictive than ISO Form CG 20 11, Additional Insured-Managers or Lessors of Premises. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- \$1,000,000 – General Aggregate
- \$1,000,000 – Products/Completed Operations Aggregate
- \$1,000,000 – Each Occurrence

General Conditions. TENANT shall further furnish LANDLORD with executed Certificates of Insurance showing that such insurance is in full force and effect within thirty (30) days of the execution of this Lease, which certificate shall provide a minimum of thirty (30) days’ notice to LANDLORD prior to the cancellation or termination of any insurance policy. TENANT

shall provide LANDLORD with renewal or replacement evidence of the insurance no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided. Additionally, LANDLORD from time to time may require evidence of such insurance and TENANT shall agree to promptly supply the same.

The insurance provided by TENANT shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by LANDLORD, the City of Ft. Pierce or their respective officials, officers and employees. Any insurance, or self-insurance, maintained by LANDLORD, the City of Ft. Pierce or their respective officials, officers and employees shall be in excess of, and shall not contribute with, the insurance provided by TENANT.

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by TENANT pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of LANDLORD), TENANT shall be responsible for paying on behalf of LANDLORD, the City of Ft. Pierce and their respective officials, officers and employees any such deductible or self-insured retention. LANDLORD, from time to time, may require evidence of all such insurance coverages and policies as provided above and TENANT shall agree to supply these policies or proof of insurance. LANDLORD shall further have the right to require TENANT to make reasonable increases to the minimum required limits of insurance specified herein during the term of this lease.

Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. Certificate Holder

**The Fort Pierce Redevelopment Agency
c/o City of Fort Pierce
Attention: Risk Manager
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480**

2. Additional Insured for General Liability

The Fort Pierce Redevelopment Agency, City of Fort Pierce and their respective officials, officers and employees

ARTICLE XII

INDEMNIFICATION

12.1 Indemnification. Except to the extent caused by the negligence, recklessness, or willful misconduct of Landlord, Tenant shall indemnify, hold harmless, and defend Landlord and the City of Fort Pierce from and against any and all suits, claims, actions, damages, liability, and expense (including reasonable attorneys' fees) (collectively, "Claims") in connection with loss of life, personal injury, or damage to property arising under, related to, or in connection with: (a) Tenant's use or occupancy of the Demised Premises, (b) any injury or damage to any person or property occurring in or at the Demised Premises, or (c) any negligence, recklessness, or willful misconduct of Tenant or any of its agents or employees. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability Landlord is entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

ARTICLE XIII

DAMAGE OR DESTRUCTION

13.1 Casualty Damage.

(a) Subject to Section 13.1 (b) and 13.2 below, if the Improvements should be damaged or destroyed by fire, windstorm, or other casualty (a "Casualty"), Tenant shall proceed with reasonable diligence to rebuild or repair the Improvements on the Demised Premises to substantially the condition in which they existed prior to such Casualty. Tenant's obligation to rebuild and repair under this Article XIII shall in any event be limited to restoring the Demised Premises to substantially the same condition as existed immediately prior to the Casualty.

(b) Tenant shall have the right, at its option, to terminate this Lease in the event of a Casualty that is reasonably anticipated to prevent Tenant from conducting its business in the Demised Premises for 90 days or more. Tenant shall give Landlord written notice of its intent to terminate this Lease within 30 days after the date of the Casualty. If the Lease is terminated by Tenant pursuant to this paragraph, the Rent shall not be abated for the unexpired portion of this Lease effective from the date of the Casualty, and Tenant shall not be obligated to rebuild or restore the Improvements.

13.2 Insurance Proceeds. All insurance proceeds attributable to the Improvements and paid as a result of any Casualty shall be paid to Tenant for the purpose of rebuilding or repairing the Improvements, unless Tenant terminates this Lease pursuant to Section 13.1, in which event (a) all insurance proceeds paid as a result of any Casualty damage to the Improvements owned by Landlord shall be paid to and be the property of Landlord, and (b) all insurance proceeds paid as a result of any Casualty damage to Tenant's equipment or any Improvements owned by Tenant shall be paid to and be the property of Tenant, Landlord and Tenant shall jointly adjust, collect

and compromise all claims under any casualty insurance policy required by this Lease and execute and deliver all necessary proofs of loss, receipts, vouchers, and releases required by any insurers.

ARTICLE XIV

CONDEMNATION

14.1 Notice. If either Landlord or Tenant learns that any portion of the Demised Premises has been or is proposed to be subjected to a Taking (as defined below), such party shall promptly notify the other party of such Taking. A "Taking" means the taking of all or any portion of the Demised Premises or all access thereto as a result of the exercise of the power of eminent domain or condemnation for public or quasi-public use, or the sale or conveyance of all or any part of the Demised Premises or any and all access thereto in lieu of or under the threat of eminent domain or condemnation.

14.2 Termination Option on Substantial Taking. If a Taking occurs during the Term that, in the reasonable judgment of Tenant, interferes with the use of the Demised Premises for Tenant's intended use (a "Substantial Taking"), Tenant may, at its option and upon written notice to Landlord, terminate this Lease as of the date title of any of the Demised Premises subject to such Taking is transferred to the condemning authority (the "Taking Date").

14.3 Continuation of Lease. If a Taking occurs during the Term that is not a Substantial Taking, or if a Substantial Taking occurs but Tenant fails to exercise its termination option according to Section 14.2 above, this Lease shall remain in full force and effect according to its terms, except that, effective as of the Taking Date, this Lease shall terminate automatically as to any portion of the Demised Premises taken.

14.4 Reconstruction. If a Taking occurs that is not a Substantial Taking, or if a Substantial Taking occurs but Tenant fails to exercise its termination option according to Section 14.2 above, Tenant shall proceed diligently to repair and restore the Improvements on the Land not so taken to the condition that existed immediately prior to the Taking or, if the Demised Premises are not capable of being so repaired and restored, as closely to such condition as is reasonably practicable.

14.5 Awards. If any Taking occurs, all awards, compensation, damages, or other consideration paid or payable in connection with the Taking (collectively, the "Award") shall be allocated between Landlord and Tenant as follows: (a) Landlord shall be entitled to receive any portion of the Award attributable to the taking of Landlord's fee interest in the Land and the Improvements, and (b) Tenant shall be entitled to receive any portion of the Award attributable to business damages, relocation assistance and/or move costs, and the value of Tenant's equipment and any other personal property or inventory owned by Tenant.

ARTICLE XV

ASSIGNMENT AND SUBLETTING

15.1 Subletting. Tenant may, with Landlord's prior written consent and in Landlord's sole discretion, sublet portions of the Demised Premises. In the event Tenant seeks to sublet any portion of the Demised Premises, Tenant shall submit a proposed sublease agreement to Landlord for Landlord's review prior to rendering its decision to allow or disallow the sublease.

15.2 Prohibited Transfers. Tenant shall not execute or deliver mortgage, deed of trust, collateral assignment of lease, security agreement, or other hypothecating instrument encumbering Tenant's interest under this Lease or leasehold estate in the Demised Premises created by this Lease, in connection with any financing arrangement by Tenant.

ARTICLE XVI

END OF TERM

16.1 Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord in good condition and in compliance with Tenant's maintenance and repair obligations in Section 9.1 above, normal wear and tear excepted. Upon the expiration or earlier termination of this Lease, Tenant shall remove all of Tenant's equipment from the Demised Premises, but Tenant shall not be obligated to remove or restore any Tenant Work made by Tenant to the Demised Premises.

ARTICLE XVII

DEFAULTS AND REMEDIES

17.1 Default by Tenant. Each of the following events shall constitute an event of default (each, an "Event of Default") under this Lease:

- a. Tenant's failure to pay Rent or any other amount required by this Lease when due, which failure is not cured within 10 business days after written notice by Landlord to Tenant.
- b. Tenant's failure to comply with any non-monetary term, condition, or covenant of this Lease, which failure is not cured within the first to occur of the applicable cure period or 30 days after written notice by Landlord to Tenant.
- c. Tenant's vacating or abandoning the Demised Premises, other than during Excused Periods.
- d. Tenant files a voluntary petition for bankruptcy or under any other debtor relief law.
- e. An involuntary petition for bankruptcy or any under any other debtor relief law is filed against Tenant.

- f. Tenant files an application for the appointment of a receiver, is dissolved as a going concern, becomes insolvent, or is otherwise unable to pay its debts when due.

17.2 Landlord's Remedies. In the event of any Event of Default, Landlord may, at its option, exercise any and all of the remedies listed below. No such remedy herein or otherwise conferred upon or reserved to Landlord shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at Law or in equity, and every power and remedy given by the Lease to Landlord may be exercised from time to time and as often as the occasion may rise or may be deemed expedient.

- a. Landlord may: (i) terminate this Lease without further notice, whereupon Landlord may enter and take possession of the Demised Premises for the account of Landlord, in accordance with applicable law governing such repossession, and remove Tenant; or (ii) without terminating the Lease, enter and take possession of the Demised Premises, in accordance with any applicable laws governing such repossession, and remove Tenant. If necessary, Landlord may proceed to recover possession of the Demised Premises under applicable laws, or by such other legal proceedings, including summary dispossess proceedings Landlord's exercise of any of its remedies or its receipt of Tenant's keys shall not be considered an acceptance or surrender of the Demised Premises by Tenant. A surrender must be agreed to in writing and signed by both parties. If Landlord terminates this Lease or terminates Tenant's right to possess the Demised Premises because of an Event of Default, then everything in this Lease to be done by Landlord shall cease, except for Tenant's liability for all Rent and other sums due hereunder.

- b. Landlord may hold Tenant liable for: (i) Rent and other indebtedness that otherwise would have been payable by Tenant to Landlord for the balance of the Term, less any amount that Landlord receives from re-letting the Demised Premises after all of Landlord's costs and expenses incurred in such re-letting have been subtracted; (ii) any amounts Landlord incurs in re-letting the Demised Premises during the remainder of the Term; and (iii) other necessary and reasonable expenses (including, without limitation} reasonable attorneys' fees) incurred by Landlord in enforcing its remedies, Additionally, at the option of Landlord, Landlord shall be entitled to accelerate and declare the entire remaining unpaid Rent for the balance of the Term to be immediately due and payable.
- c. Landlord shall have no obligation to re-let the Demised Premises, However, Landlord may re-let the Demised Premises or any part thereof, alone or together with other premises, for such term(s) (which may extend beyond the date on which the Term would have expired but for Tenant' s default) and on such terms and conditions (which may include concessions or free rent and alterations of the Demised Premises) as Landlord, in its sole discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations be diminished by reason of, Landlord's failure to re-let the Demised Premises or collect any rent due upon such reletting. If Landlord relets the Demised Premises and collects rent in excess of the Rent, Additional Rent, and other charges payable by Tenant under this Lease, Landlord shall be entitled to retain any such excess and Tenant shall not be entitled to a credit therefor.
- d. Landlord's rights and remedies set forth in this Lease are cumulative and in addition to Landlord's other rights and remedies at law or in equity, including those available as a result of any anticipatory breach of this Lease, Landlord's exercise of any such right or

remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. Landlord's delay or failure to exercise or enforce any of Landlord's rights or remedies or Tenant's obligations shall not constitute a waiver of any such rights, remedies, or obligations. Landlord shall not be deemed to have waived any default unless such waiver expressly is set forth in an instrument signed by Landlord. Any such waiver shall not be construed as a waiver of any covenant or condition except as to the specific circumstances described in such waiver. Neither Tenant's payment of an amount less than a sum due nor Tenant's endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction. Notwithstanding any request or designation by Tenant, Landlord may apply any payment received from Tenant to any payment then due. Landlord may accept the same without prejudice to Landlord's right to recover the balance of such sum or to pursue other remedies.

ARTICLE XVIII

MISCELLANEOUS

18.1 Non-Disturbance Agreement. Landlord shall provide Tenant with a non-disturbance agreement reasonably acceptable to Tenant, which may be included as part of a subordination, non-disturbance} and attornment agreement (a "Non-Disturbance Agreement") executed by any of Landlord's future holders of any mortgages or deeds of trust on the Demised Premises or any ground lessors of the Demised Premises (each, a "Holder"). No subordination of this Lease shall operate to modify the terms of this Lease with respect to the rights of the parties to any condemnation award or insurance proceeds.

18.2 Entry By Landlord. Landlord or Landlord's agents shall have the right to enter the Demised Premises upon reasonable notice and during Tenant's non-business hours, accompanied

by Tenant's representative, to inspect the Demised Premises. In the event of an emergency, Landlord or Landlord's agents shall have the right to enter the Demised Premises without notice and at any time, without being accompanied by Tenant's representative. Landlord agrees to take all reasonable steps to minimize any interference with Tenant's business operations as a result of such entry, at all times.

18.3 Construction and Capitalized Terms. As used in this Lease, the singular shall include the plural and any gender shall include all genders as the context requires. All capitalized terms used in this Lease shall have the meanings set forth in this Lease.

18.4 Integration. This Lease and all documents executed by Landlord and Tenant contemporaneously or in connection herewith constitute the entire agreement between the parties hereto with respect to the matters set forth in this Lease and supersede all prior understandings and agreements, whether written or oral, between the parties hereto relating to the Demised Premises and the transactions provided for in this Lease. Landlord and Tenant are business entities having substantial experience with the subject matter of this Lease and each have fully participated in the negotiation and drafting of this Lease. Accordingly, this Lease shall be construed without regard to the rule providing that ambiguities in a document are to be construed against the drafter.

18.5 Notices. All notices, requests and demands to be given hereunder shall be in writing, sent by (a) certified mail, return receipt requested, postage pre-paid; or (b) recognized overnight courier service guaranteeing next day delivery to Landlord and/or Tenant at the address set forth below; or such other address as such party may designate by written notice given in advance. Notices sent in compliance with this paragraph shall be deemed to be delivered: (i) five days

after deposit in the United States Post Office; or (ii) one day after deposit with an overnight courier.

If to Landlord: Fort Pierce Redevelopment Agency
 100 N US Highway I
 Fort Pierce, Florida 34950
 Attn: Executive Director

If to Tenant: Incubate Neighborhood Center
 1601 North 27th Street
 Fort Pierce, Florida 34947
 Attn: Chief Executive Officer

Any party hereto may change its notice address upon written notice to the other party hereto in accordance with this paragraph. Notices by the parties may be given on their behalf by their respective counsel.

18.6 Force Majeure. In the event that either party is delayed or hindered in, or prevented from, the performance of any obligations in this Lease (other than the payment of monies) by reason of strikes, lockouts, labor troubles, failure of power or other utility interruptions, riots, insurrection, war, acts of God, permitting, approval, or other governmental delays, or any other reason of like or unlike nature beyond the reasonable control of the party delayed in performing work or doing acts ("Force Majeure"), such party shall be excused for the period of time equivalent to the delay caused by such Force Majeure.

18.7 Peaceful Enjoyment. Subject to the provisions of Section 18.3, Landlord covenants that, during the Term and so long as no Event of Default (as defined in Section 17, 1) by Tenant exists, Tenant shall have quiet and peaceful possession of the Demised Premises.

18.8 Survival. All obligations of any party hereto not fulfilled at the expiration or earlier termination of this Lease shall survive such expiration or earlier termination as continuing obligations of such party.

18.9 Binding Effect. This Lease shall inure to the benefit of and be binding upon each of the parties hereto and their heirs, legal representatives, successors and assigns.

18.10 Modifications. No modification, waiver or amendment of this Lease or any provisions of this Lease shall be binding upon any party to this Lease unless in writing and signed by such party.

18.11 No Waiver. No waiver of any provision of this Lease shall be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No express waiver shall affect any provision other than the one specified in such waiver, and then only for the time and in the manner specifically stated.

18.12 Captions. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect, or alter the meaning of such Articles and Sections.

18.13 Severability. If any provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and the invalid or unenforceable provision shall be reformed, to the extent possible, in a manner that most closely gives effect to the intent of the parties, consistent with applicable Legal Requirements.

18.14 Jury Trial. Landlord and Tenant waive trial by jury in any action, proceeding or counterclaim brought by Landlord or Tenant against the other with respect to any matter arising out of or in connection with this Lease and/or Tenant's use and occupancy of the Demised Premises.

18.15 Only Landlord/Tenant Relationship. Landlord and Tenant agree that neither any provision of this Lease nor any act of the parties shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

18.16 Attorneys' Fees, if on account of any breach or default by any party hereto in its obligations to any other party hereto, it shall become necessary for the non-defaulting party to employ an attorney to enforce or defend any of its rights or remedies hereunder, each respective party shall be responsible for their own attorney's fees, whether or not suit is instituted in connection therewith. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

18.17 Counterparts; Electronic Signatures. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. Signatures given by facsimile or portable document format (PDF) shall be binding and effective to the same extent as original signatures.

18.18 Governing Law. This Lease shall be construed, governed and enforced in accordance with the laws of the state of Florida. Venue for any dispute arising under this Lease shall lie exclusively in the courts of St. Lucie County, Florida. The provisions of this section shall survive any termination of this Agreement.

18.19 Recording. Upon request of either party, Landlord and Tenant shall execute a memorandum or short form of this Lease, have it properly acknowledged for the purpose of recording, and record such instrument in the proper office in St. Lucie County, Florida. Upon

request by Landlord or Tenant, in connection with any future modification of this Lease, the parties agree to execute and cause to be recorded a modification of memorandum or short form lease, in a commercially reasonable form, setting forth such modified terms. The cost of recording shall be borne by the requesting party.

18.20 Consent. Wherever this Lease calls for Landlord or Tenant consent, approval or discretionary action, neither Landlord nor Tenant shall unreasonably withhold, condition, delay, or exercise such consent, approval or discretionary action, except as otherwise expressly provided in this Lease.

18.21 Exhibits. Any exhibits attached to this Lease constitute a part of this Lease and are incorporated into this Lease by this reference.

18.22 Radon Gas. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

18.23 Time of the Essence. Time is of the essence in connection with Tenant's payment and performance obligations under this Lease. In addition to other remedies available at law, equity, or under this Lease, if any of Tenant's payment and/or performance obligations under this Lease does not occur in strict accordance with the terms hereof, Landlord may terminate the Lease immediately, without further liability.

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this Lease as of the day and year first above written.

LANDLORD:

FORT PIERCE
REDEVELOPMENT AGENCY

By: _____
Linda Hudson, Chairperson

WITNESS AS TO LANDLORD:

ATTEST:

By: _____
Linda W. Cox, City Clerk

Date:

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Tanya M. Earley, City Attorney

TENANT:
Incubate Neighborhood Center

By: _____
Canieria Gardner, Chief Executive Officer

WITNESSESS AS TO TENANT:

Printed Name:

Printed Name:

Date:

Exhibit A

Site Address: 532 N 13th ST

Use Type: 8300

Sec/Town/Range: 09/35S/40E

Account #: 21058

Parcel ID: 2409-501-0011-000-9

Map ID: [24/09N](#)

Jurisdiction: Fort Pierce

Zoning: Medium Den

Legal Description: LINCOLN PARK NO 2 BLK 1 LOTS 9 TO 30 INCL-LESS W 5 FT OF LOTS 9 TO 19

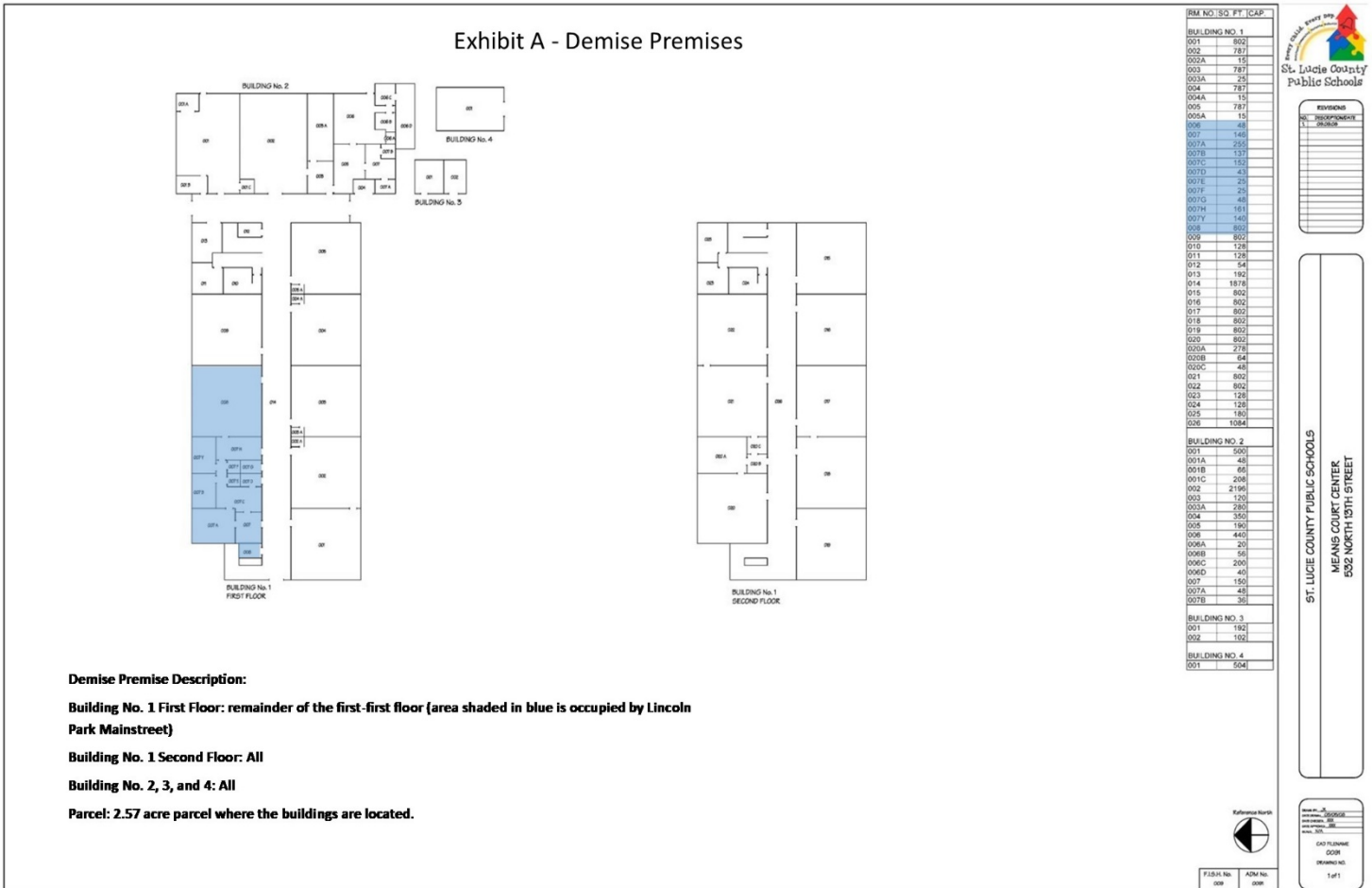


Exhibit B Scope of Work

This project will be implemented in 3 phases. Each phase will increase utilization of the property, service deliverables and revenue. INC will facilitate unique multigenerational programs that will grow minority owned small businesses, build retail infrastructure, increase home ownership and improve overall community health. Also, INC will partner with community partners to provide resources and opportunities through the hub to increase service deliverables.

Phase 1: This phase is to take possession and prepare the facility for utilization as the community hub, which is an estimated 23,482 sq ft facility on 2.57 acres with a 30-year lease option. Means Court is currently in habitable conditions but feels institutionalized. After upgrading the building, it will feel warm and inviting.

Phase 1.1 is the retrofit of current space to provide a facility facelift which include, internal and external painting, flooring, lighting, furnishings, community bathrooms upgrade.

Phase 1.2 includes adding an elevator, medical clinic and kitchen incubator.

The estimated cost for phase 1 is \$1,600,000 and anticipates funding from Economic Development Agency, Alleghany Franciscan Ministries and local donors.

INC projects the completion of this phase 18 months after taking possession of building, but design and/or layout is subject to change based on architectural renderings.

Downstairs Services:

- INC Administrative Office/Flex space
- Community Conference Room
- Kitchen Incubator
- Interactive Art Gallery
- Business/Computer Lab
- Copy and Print Center
- Medical Clinic
- Potential Anchor Community Partners (DCF, Career Source, Community Services, Lincoln Park Mainstreet)

Upstairs: Training Center for INC Youth and Adult programs

- Business Incubator/Share workspace
- Technology Center-Video, Coding and Sound Recording
- 1 INC classroom
- 1 Community Partner Classroom
- Community Conference room
- Housing, Workforce Development and Empowerment Training Center
- Community Partner Shared workspace

Phase 2: The Joinery is a place that the community connects around food, retail and entertainment. It will be located, outdoors on the south side of the 2.57 acres, and INC will utilize the Joinery to maximize community connectiveness. The Joinery will create a pipeline of retail space for the Commerce Entrepreneurship and Operations (CEO) program participants and real-world training experiences for participants of the workforce development program. CEO is a national proven small business program, that have four pillars to drive success. Phase 2 also accomplishes several goals in the Local Food Local Places action plan that was sponsored by the EPA, USDA, and U.S. Border control.

INC anticipates breaking ground in March of 2023, with a projected cost \$675,000. INC anticipates covering the initial costs through, federal funding, grants and development funds.

- Farmers Market
- Container Retail Space
- Container Restaurants
- Liquidation Center
- Amphitheater for events with removable seating
- Shaded seating areas
- Solar Panels

Phase 3: This phase is all about growth, green initiatives and beautification. INC anticipates selling the produce grown from the community garden and farm through the Farmers Market at a discounted price. Projected cost of project is \$450,000 and to be funded by federal and local grants, capital campaign, and fundraising events. Phase 3 also aligns with Local Food Local Places initiative. Anticipates completing this phase by year 5.

- Butterfly and Botanical Garden
- Community Garden
- Hydroponic Farm
- Produce production container