REGULAR MEETING

NORTHWEST-PROGRESSO-FLAGLER HEIGHTS REDEVELOPMENT ADVISORY BOARD

June 11, 2019 - 3:00 PM

CITY HALL
8th FLOOR CONFERENCE ROOM
100 NORTH ANDREWS AVENUE
FORT LAUDERDALE, FL 33301

AGENDA

I.	Call to Order/Roll Call Quorum	Rhoda Glasco Foderingham Chair
II.	Approval of Minutes • April 9, 2019	NPF CRA Board
III.	Project Funding Update	Vanessa Martin Business Manager
IV.	Funding Request-BadeBox LLC DBA ShipMonk • $221,917.00 Property & Business Improvement Program	NPF CRA Staff
V.	Funding Request – Thrive Progresso • $2,500,000.00 Development Incentive Program • $340,374.87 Streetscape Enhancement Program	NPF CRA Staff
VI.	Provident Fort Lauderdale LLC – 612 NW 9th Avenue	NPF CRA Staff
VII.	NPF-CRA Mobility Master Plan Presentation	Robert Modys Transportation & Mobility
VIII.	Communication to CRA Board	NPF CRA Board
IX.	Old/New Business • 1st Take Youth Program – Film Project	NPF CRA Staff
X.	Public Comment	
XI.	Adjournment	

THE NEXT REGULAR NPF-CRA MEETING WILL BE HELD, **Monday - JULY 9, 2019**

Purpose: To review the Plan for the NPFCRA and recommend any changes to the Plan. To make recommendations regarding the exercise of the City Commission's powers as a community redevelopment agency in order to implement the Plan and carry out and effectuate the purposes and provisions of Chapter 61-2165, Laws of Florida and Section 163.330 through 163.450, Florida Statutes in the NPFCRA. To receive input from members of the public interested in redevelopment of the NPFCRA and to report such information to the City Commission

Note: *If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need a record of the proceedings and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Anyone needing auxiliary services to assist in participating at the meeting should contact the City Clerk at (954) 828-5002 two days prior to the meeting.*

Note: *Advisory Board members are required to disclose any conflict of interest that may exist with any agenda item prior to the item being discussed.*

Note: *Advisory Board members should disclose any discussions or site visits to any project that come before the Advisory Board for a recommendation.*

Note: *Two or more Fort Lauderdale City Commissioners or Members of a City of Fort Lauderdale Advisory Board may be in attendance at this meeting.*

DRAFT

MEETING MINUTES
NORTHWEST-PROGRESSO-FLAGLER HEIGHTS
REDEVELOPMENT ADVISORY BOARD
FORT LAUDERDALE
8TH FLOOR CONFERENCE ROOM, CITY HALL
April 9, 2019 – 3 :00 P.M.

Cumulative Attendance
June 2018 – July 2019

Members Present	Attendance	Present	Absent
Rhoda Glasco Foderingham, Chair	P	9	1
Dylan Lagi, Vice Chair	P	10	0
Leann Barber	P	8	2
Sonya Burrows	A	9	1
Kenneth Calhoun	P	2	1
Lisa Crawford (arrived 3:15 p.m.)	P	9	1
Alan Gabriel	P	8	2
John Hooper (Left at 4:05 p.m.)	P	6	4
Michael Lewin	P	3	0
Steffen Lue	A	5	5
Christopher Murphy	P	4	0
Michelle Nunziata	P	5	5
Diane Randolph	A	3	7
Tina Teague	P	9	1
John Wilkes	A	6	4

Staff
Sandra Doughlin, NPF-CRA
Vanessa Martin, CRA Business Manager
Clarence Woods, III, NPF CRA Manager
Thomasina Turner, NPFCRA Project Coordinator
Bob Wojcik, Housing and Economic Development Manager
Eleni Ward Jankovic, Housing and Economic Development Manager
Jaimie Opperlee, Prototype-Inc.

Guests
Jay Adams, owner of Patio Pizzeria
Brian Parento, business owner
Sean Jones, Developer with Milton Jones
Milton Jones, Principal of Milton Jones
John Halliday, Thrive Progresso Team
Abraham Fish, Thrive Progresso Team

I. Call to Order/Roll Call — Rhoda Glasco Foderingham Chair

Chair Foderingham called the meeting to order at 3:03 p.m. and roll call was called.

II. Approval of Minutes February 21, 2019 & March 12, 2019

Motion by Mr. Gabriel, seconded by Mr. Hooper, to approve the minutes of February 21, 2019. In a voice vote, the **motion** passed. (10-0)

Motion by Mr. Gabriel, seconded by Ms. Teague, to approve the minutes of March 12, 2019. In a voice vote, the **motion** passed. (10-0).

III. Project Funding Update

Vanessa Martin, Business Manager

Ms. Martin provided a status update. This Fiscal Year balance in the Incentive Fund is about $3.4 million. Updates will continue as far as status updates to give clarification while moving forward.

Chair Foderingham stated that Mr. Ritchie had an emergency, so hopefully that update will be provided at the next meeting.

IV. Funding Request – Patio Bar and Pizza, LLC
Property and Business Improvement Program - $225,000
Patio Pizzeria – 901 Progresso Drive

Mr. Wojcik advised that this item was tabled at the last meeting for further discussion and clarification on the number of jobs to be created. This project exceeds the Federal program standards. The applicant is committed to filling seven full-time jobs with employees who are CRA residents.

Jay Adams, property owner, stated that this list is realistic based on the beginning. It was noted that tenants in this building would create jobs and Mr. Adams clarified that there would be 27 full-time employees and 12 part-time employees, with $671,000 in salary and $413,000 in tips.

Brian Parento, business owner, advised that there are several entry level positions and he would train the employees.

Chair Foderingham commented that CRA staff could assist with people who need jobs. She thought the list provided answered all the Board's questions.

Motion by Mr. Gabriel, seconded by Ms. Calhoun, to approve the funding request with staff recommendations. In a roll call vote, the **motion** passed. (10-0)

Ayes: Lagi, Barber, Calhoun, Gabriel, Hooper, Lewin, Murphy, Nunziata, Teague, Foderingham
Nays: None

Pamela Beasley-Pittman, President of Historical Dorsey Riverbend, thought she heard something about the Historical Society having an interest in this building and questioned if they were donating funds to this project or if it was solely the CRA.

Mr. Wojcik advised that funding was not coming from any sources except for the developer and the CRA.

V. Relocation of FP&L Transmission Line to Facilitate Development on Sistrunk Boulevard at 543 NE 5th Avenue

Mr. Wojcik mentioned that this item was for the relocation of a major transmission line that leaves the FP&L substation down the street. The line crosses through the center of this property easement, which is the largest site on the south side of Sistrunk Boulevard east of NE 7th Avenue, and relocation of the line is necessary for the site to be developed. There is over $2 million in the CRA's CIP budget for the FP&L line relocation, which was previously approved by the CRA Board. Security of services at FP&L for the cost estimate generated by FP&L and a binding cost estimate of $1,827,783 were approved by the CRA Board. The property is impacted by the line and is subject to a development agreement to construct a seven-story mixed-use project with an estimated cost of $32 million. Once the FP&L line is relocated, the project can move forward.

Mr. Murphy questioned how the $3.2 million would work with the projects.

Mr. Wojcik explained that in addition to incentives there is a Capital Improvement Program budget, which is part of the City's CIP Program. Historically, money has been put into the CIP, which has not been spent or committed at the end of the Fiscal Year.

Mr. Woods commented that the line not only affects this site, but also affects two other site developments.

Mr. Wojcik advised that the line would be relocated to the east side of the next street.

Mr. Milton Jones advised that the CRA spent $143,000 for a cost estimate, which would go toward the $1.8 million. He distributed an aerial of the sites and stated that FP&L does not like to relocate transmission lines.

Sean Jones, Representative of Milton Jones Development Corporation, and Milton Jones, Principal of the Milton Jones Development Corporation, were present.

Mr. Sean Jones indicated that the CRA has already spent $142,080 to get the detail estimate for this cost, which would be credited towards the $1,827,783 leaving a balance to be paid of $1,627,785 in round numbers. A diagram by FP&L showing a vacant parcel north of the subject site as well as a car storage site was distributed, and it was noted that the transmission line passes through both of those sites. Any development of those sites cannot occur without the relocation of the transmission line. FP&L has agreed to relocate the line and they are looking for support to move this item along.

Vice Chair Lagi mentioned that the property does not have the façade of lighting as the rest of the corridor and questioned if there were plans for those types of light poles. He stated that the north side of the corridor west of the tracks has the gold overhanging poles and the other side does not, and there is not a pavered sidewalk throughout the corridor. Vice Chair Lagi commented that this transmission line serves way beyond east of the tracks and the only relocation funder of this project is the CRA.

Mr. Sean Jones advised that was a question for the CRA; when the entire street was done, a selection was made by the community as to the type of lighting that would be west of the railroad track as opposed to east of the railroad track. They would be willing to entertain any kind of specific design with respect to up-lighting in the right-of-way.

Mr. Wojcik indicated that Vice Chair Lagi was correct in his observation that lights on the north side of the street were not on the south side of the street at this location. It was noted that service probably goes beyond the three properties, but at least the impediment to development could be removed.

Mr. Gabriel referenced the second photo and believed the line goes back to the substation; it is not going anywhere else, it is just a limited area.

Ms. Nunziata commented that this was previously approved and questioned the price.

Mr. Wojcik advised that there is a budget in the CIP of $2 million for utility lines. The cost, based on a binding estimate through FP&L, gives them 90 days to relocate and after that the price goes up. Prior to that date the item would need to be taken to the City Commission and to the CRA Board.

Chair Foderingham clarified that the binding cost estimate was only good for 90 days and the date on the cost estimate was March 19, 2019, so there is some urgency to get the project done at that cost; it is only good until June 2019. Regarding the Phase 2 project schedule, the applicant is hoping to get this to the City Commission within the next week and have an agreement executed by April 23, 2019. She stated that FP&L has to order steel and concrete and it takes nine months to get the materials. Hopefully, the relocation will be completed sometime around May 2020 and construction of Phase 2 would commence by June 2020 with a completion date in December 2021.

Mr. Sean Jones commented that if, for some reason they did not make that meeting, all the dates would move.

Mr. Calhoun referenced Page 2 of 6; Duration of Cost Estimate 5.3, specifically 5.41, and stated that the re-estimate clause says, “If the construction of the relocation of the FP&L facility is not commenced within 180 days of the date that the latest cost estimate is received by the applicant or the applicant requested a change of relocation work of any individual to construction, the estimate is invalid”.

Chair Foderingham requested that staff check on that clause before going to the City Commission for approval. The clause did not make sense because it takes nine months to get the materials.

Mr. Woods stated this was submitted, but it has not been moved back and forth to be identified; he believed it would be flagged by the CRA.

Chair Foderingham requested that staff request the City Attorney review the section dealing with re-estimates of scope of work changes.

Ms. Nunziata questioned the scope of work.

Mr. Sean Jones indicated that the lines would be overhead with poles from 60 to 90 feet in length and approximately eight concrete poles that are being added and removed.

Motion by Mr. Gabriel, seconded by Vice Chair Lagi, to approve the funding request. In a roll call vote, the **motion** passed. (11-0)

Ayes: Lagi, Barber, Calhoun, Crawford, Gabriel, Hooper, Lewin, Murphy, Nunziata, Teague, Foderingham
Nays: None

VI. Presentation by Thrive Progresso Team — John Halliday, Thrive Progresso

Mr. Wojcik advised that Thrive Progresso purchased a large group of warehouses in the industrial zoned portion of Progresso, the area north of Sistrunk Boulevard between the tracks, which is the CRA focus area. The applicant is proposing to change the use of the warehouses to retail and other active uses, which is consistent with recommended uses for the industrial area.

Mr. Woods indicated that the applicant would come back with a request for CRA funding.

John Halliday, President of the Halliday Companies, stated that they started on this project about a year ago and were originally engaged to deal with code compliance issues. In the process of going through the code compliance matters, there was discussion regarding the potential for the property beyond what it was being used for. As a part of that process, it was determined that this could be a unique District. The original acquisition was about 32,000 square feet and the second acquisition was a set of warehouses, which was about 17,000 square feet; those were the non-compliance warehouses. The solution was to get rid of the existing tenants so there were no violations and consider the potential for development. The applicant was told that there was a possibility that the vacant property and another property behind it that was under contract would be great locations for parking if they were able to acquire them, which they did. About four or five months ago another property came on the market, which they acquired as well and now there is a total assemblage of about 60,000 square feet on three and half acres, straddling 5th Avenue between 7th and 8th; they control both sides of the road. Zoning on these properties are B3 and RMI25, which can be rezoned to XP, which means it would be basically the same use.

Mr. Halliday provided a brief Power Point presentation and noted the following:

- Parking is an important concept for this property. Changing from asphalt to pavers would make it more compatible with current uses. The property will have about 160 parking spaces, which is a ratio of three per 1,000.
- There is common ownership for all these properties; they control the rules. The goal is to make sure future tenants are compatible with their uses.
- Because of the long buildings they had to find a way to accommodate fire access to the back rather than destroying the buildings to provide truck access. The Fire Department said if a reasonable access was provided between the buildings, which is 44 inches, they could have the use.
- Many of the units are not attractive and will require extensive remodeling.
- Renderings are based on scale measurements and accurate right-of-way drawings.
- There are 103 overhead doors and it is their expectation that a lot will go to the glass storefront environment, some will be impact doors and those that will not be impact will be platted doors with an overhead door that can come down for security at night. Some overhead doors will be closed to create painting areas and live walls to avoid a warehouse look.
- The vacant lot on the southeast corner will be a parking lot. A storage area is on the north section.
- The north building is two stories in one section and the vision is an outside upper deck patio and some sort of event space.
- The back of the buildings on the east side are residential. A snapshot was provided as to what the building could look like.

Mr. Halliday indicated that they visited the Progresso Village Civic Association because the project is in their backyards and in their District. After acquiring other properties, a final presentation was made to the Progresso Village Civic Association meeting. As part of their package, there will be a unanimous letter of support by the community. They have agreed to engage in a landscape architect as part of what CRA staff requested. A streetscape plan is being done from 8th Avenue south to 6th Avenue to show what kind of landscaping would be integrated with their project, so there would be a uniform feel. In addition, there have been conversations with the Utility Department regarding unit costs and inground improvements from 8th to 7th where there are some issues with drainage. They are a developer, not an employer; they improve the space and try to make it a viable business environment for upper level businesses to thrive. They realize they have an obligation to find a way to provide jobs and currently have a website being developed for the District so anyone who has an interest can see what spaces are available and what the rates are. Another feature that will be launched in 30 days, if they are able to move forward, is an employees' interface billboard. He has met with and discussed this with several businesses. Even though they cannot guarantee jobs, they can be a facilitator to make sure people know where to find these jobs.

Mr. Lewin commented that there is a mix of smart work space and pedestrian engagement in the renderings. He questioned what type of tenants they were looking for.

Mr. Halliday stated that the tenants would be a blend and noted that the area is rough. They want to carry a sidewalk theme with the same globe lights used in Progresso Village, so people can walk from the residential neighborhood into the business district adjacent. Food service is expected once there is a population to justify it. The City has made it very clear, so there will not be event space. The cruise line contractor is an office use, but probably 30% of their space would be technology related. They would like to have some art because it is part of the mixed community and there needs to be some stability. Another entity not previously mentioned was a charity organization called Ranger Good Works that works with the local high schools. Ranger Good Works is a charitable function of Ranger Technology, which is an employment agency. Mr. Halliday could not say how many employees there would be, but with 60,000 square feet, perhaps there would be 180 to 200 people working in this District.

Chair Foderingham mentioned the focus on high school level and questioned if they have talked to Broward College regarding their program Broward Up; that might be something to consider.

Mr. Jones stated that they have not gotten there yet; McFatter High School and Technical School is after that. Anywhere they feel they can contribute an opportunity by having it posted on their website will be done. Rental rates to start would be $15 to $16 per foot, which is extremely competitive in looking at the market. They are looking for long-term growth, not taking advantage of anyone. Once tenants get in, the rent grows, and their business grows.

VII. Old/New Business

- NPF CRA Board

a) Recap – April 2, 2019 Joint Workshop w/CRA Board

Chair Foderingham thanked everyone who attended the Joint Workshop with the CRA Board. The focus was on Economic Development, housing, and jobs. She still thought some focus was needed in the northwest area. Chair Foderingham stated that the Sweeting Estates groundbreaking is this Friday at 10:00 a.m. and soon the City will be going out for the infill lots.

Mr. Lewin mentioned the WAVE refund and stated that the County would not give refunds.

Mr. Woods advised that when the County said they were not refunding anything, they were talking about the cost of issuance. There is almost $5.5 million to $5.6 million being refunded that is going to defuse the debt taken out for the WAVE; the County is saying they are not refunding the other potential $2+ million. There is a refund of the money, but it is not $8 million, it is just the cost of issuance. He thought a payment was made toward the debt service for a year and noted that the debt was taken out by the City and was going to be paid back by the CRA. The existing debt is about $5.6 million, which is going to be refunded.

Chair Foderingham questioned if there was any way to see a breakdown as to how the refund from the WAVE is being done.

Mr. Woods indicated that he would provide a breakdown, as that information was available in February and was an item on the City Commission agenda. Staff met with the Comfort Suites and he thought a program would be put together that would be operated by Broward College in conjunction with the CRA to provide hospitality and culinary training.

Chair Foderingham suggested the Board have a Workshop with the City Commission every 15 to 18 months.

b) Items for May 14th Meeting Agenda

Chair Foderingham advised that she requested this agenda be done by conference call, so Vice Chair Lagi would be chairing the meeting and she would attend via phone.

c) Board Member Comments – None.

VIII. Communication to CRA Board

Mr. Gabriel advised that the Fort Lauderdale Forum had an article regarding Brightline/Virgin trains. There is an opportunity as to what the CRA is doing in the train station area because business and residential people would be at the meeting. It was noted that Mr. Woods would also be in attendance to speak on behalf of the CRA. The meeting is on April 24, 2019 from 7:30 a.m. to 9:00 a.m. at Broward College.

IX. Public Comment – None.

X. Adjournment

There being no further business to come before the Board at this time, the meeting was adjourned at 4:15 p.m.

Any written public comments made 48 hours prior to the meeting regarding items discussed during the proceedings have been attached hereto.

[Minutes prepared by C. Guifarro, Prototype-Inc.]

MEMORANDUM

DATE: June 11, 2019

TO: NPF CRA Advisory Board Members

FROM: Clarence E. Woods III, NPF CRA Manager

BY: Bob Wojcik, Housing and Economic Development Manager

SUBJECT: Request for Funding - BedaBox LLC DBA ShipMonk- 201 NW 22 Avenue $221,917.00 - Property and Business Improvement Program Funding

---

REQUEST AND SUMMARY

BedaBox LLC DBA ShipMonk is requesting funding from the CRA in the amount of $221,917.00 from the Property and Business Improvement Program for build-out at 201 NW 22 Avenue in Riverbend Corporate Park (**Exhibit 1**). The company is moving from its 45,000 square foot Deerfield Beach Florida warehouse to a much larger 170,447 square foot facility in Fort Lauderdale to grow its operations and workforce and proposes to hire individuals from the local community. The property is being leased from Bridge Riverbend, LLC and they have a ninety-two (92) month lease. In order to make the new empty warehouse operational, extensive improvements are needed to accommodate their business. Alterations and improvements to the premises are permitted with the landlords consent. The majority of the new leased space will house customer's products and serve as the picking, packing and shipping hub. A separate, smaller part of the facility will be renovated into ShipMonk's corporate offices and into warehouse worker's space including breakroom with restrooms and showers. Total renovation cost is estimated at $619,381.00 (**Exhibit 2**).

ShipMonk provides multi-channel order fulfillment services and inventory management software to small and midsized e-commerce companies. It enables such companies to focus on building their brands and achieve growth rather than managing backend logistics. Fullfillment is a process unto itself and smaller e-commerce companies lack the experience in running fulfillment operations With software syncing directly with customer online shopping cart and marketplace platforms, ShipMonk can automatically import and process orders seamlessly, increasing customer expectations for fast delivery and allow smaller companies to achieve service levels difficult to achieve on their own. They also save client cost in filling orders associated with warehouse lease, labor and insurance by allowing clients to pay for only the space and order volume they need. ShipMonk, due to its aggregated volume is also able to negotiate better shipping rates and bulk discounts that are passed on to their clients.

ShipMonk's founder and CEO Jan Bednar who started the company in 2014, was named to the Forbes 30 Under 30 List in 2018. The company is well capitalized and in 2018 they secured $10 Million in Series A funding -venture capital financing (**Exhibit 3**).

They employed about 191 individuals in Deerfield Beach and will substantially increase their hiring in this new larger Fort Lauderdale facility. Within 5 years they project their workforce at the Fort Lauderdale facility will increase to 609 Full Time Equivalent (FTE) employees. They are committed to hiring persons from within the CRA boundaries for a portion of the projected 418 new additional FTE jobs to be created (**Exhibit 4**). The CRA in prior projects has used the federal job creation standard of one job for every $35,000 in public assistance. ShipMonk is willing to commit to filling within 5 years 22 Full Time Equivalent (FTE) Jobs with residents of the CRA that are maintained for period of 2 years, which equates to one job per $10,000 in public assistance. ShipMonk will also provide training to new employees when necessary for the intended job. This commitment to hire from within the CRA is only possible as a result of the CRA funding.

CRA Property and Business Improvement Program funds will be disbursed as a reimbursement to ShipMonk for renovations to the facility. CRA funding under the Property and Business Improvement Program is typically secured by a forgivable mortgage or other security. Since their landlord will not permit a CRA lien against the property, ShipMonk has agreed to escrow $221,917.00 with a third party lender that will be released on a pro-rata basis as FTE jobs are created and maintained. A copy of ShipMonk's funding application is attached as **Exhibit 5.**

CONSISTENCY WITH THE NPF CRA COMMUNITY REDEVELOPMENT PLAN

The NPF CRA Community Redevelopment Plan is designed, in part to stimulate private development of areas planned for commercial development. The project is consistent with the NPF CRA Community Redevelopment Plan which provides for direct physical improvements to enhance the overall environment, improve the quality of life and attract sound business and commercial development that provide employment and job opportunities.

Per the CRA plan, the CRA will establish incentive programs to address redevelopment obstacles. The CRA 5-Year Program, which is incorporated as part of the Plan, identifies strategic objectives, goals and measurements that include targeting and attracting businesses, retail uses and industries to establish a presence in the redevelopment area. In addition, it calls for investing in development projects that create job opportunities for area residents, promote public private partnerships and investment in the redevelopment area.

RECOMMENDATION

It is recommended the CRA Advisory Board approve a Motion recommending that the CRA Board approve Property and Business Improvement funding in the amount of $221,917.00 to BedaBox LLC DBA ShipMonk for renovations at 201 NW 22 Avenue in

Riverbend Corporate Park with a commitment to fill 22 new Full Time Equivalent (FTE) Jobs within 5 years with residents of the CRA.

Attachments

Exhibit 1: Location Map
Exhibit 2: Improvement List and Cost Summary
Exhibit 3: Press Releases
Exhibit 4: Jobs to be Created
Exhibit 5: CRA Funding Application

LOCATION MAP



Property Id: 504205500013 **Please see map disclaimer



June 6, 2019

1:4,800
0 225 450 900 ft
0 65 130 260 m

ShipMonk at 201 NW 22 Ave
Riverbend Corporate Park



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	201 NW 22 AVENUE, FORT LAUDERDALE FL 33312
Property Owner	201 NW 22ND AVE OWNER LLC %ASB CAPITAL MANAGEMENT
Mailing Address	7501 WISCONSIN AVE STE 1300W BETHESDA MD 20814

ID #	5042 05 50 0013
Millage	0312
Use	48

Abbr Legal Description	RIVERBEND CORPORATE PARK 175-95 B PORTION OF PARCEL A DESC AS: BEG AT NW COR PAR A, E ON N/L 1050, N 238 M/L TO S MHWL OF N FORK OF NEW RIVER, MEANDER SLY ALG MHWL 277 M/L TO NLY E/L OF PAR A, S 225 M/L, W 160.30, S 405, W 820.82 TO W/L PAR A, N 220, NWLY 485.89 TO POB

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2019	$9,365,430	$13,585,390	$22,950,820	$22,950,820	
2018	$9,365,430		$9,365,430	$9,365,430	$170,024.70
2017	$3,935,060		$3,935,060	$3,935,060	$72,701.41

2019 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$22,950,820	$22,950,820	$22,950,820	$22,950,820
Portability	0	0	0	0
Assessed/SOH	$22,950,820	$22,950,820	$22,950,820	$22,950,820
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$22,950,820	$22,950,820	$22,950,820	$22,950,820

Sales History

Date	Type	Price	Book/Page or CIN
5/22/2019	SWD	$38,215,700	115830298
6/29/2017	SWD-Q	$10,400,000	114483083

Land Calculations

Price	Factor	Type
$17.85	524.674	SF
Adj. Bldg. S.F. (Card, Sketch)		221815
Eff./Act. Year Built: 2019/2018		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
W								
221815								


Broward Regional
Juvenile Center
Broward Detention
Center School
4th Ave
SW 24th Ave
NW 22nd Ave
201 Northwest
22nd Avenue
NW 22nd Ave
Broward Blvd Tri-Rail
Station/Park & Ride
Access Rd
rayer University
NW 22nd Ave
842
W Broward Blvd
842
unset Mhp
SW 22n
95

Description	Allocation	Cost	Classification
Loading Dock Equipment - Seven (7) Edge of Dock Levelers and Two (2) Pit Levelers (Pit Prep. & Steel Included)	ANDERSEN MATERIAL HANDLING	31,120.00	
Electrical and Lighting (Includes Installation of Tenant Provided Big Ass Fans)	LAGGINI ENTERPRISES	89,500.00	
Vinyl Coated Chainlink Fence Encl w/ Single Gate (10'-0" x 8'-0" x 8'-0" high w/ one single gate)	COMET FENCE	8,290.00	Fixture
New Cast in Place Concrete Stair and Landing	BUILDERS PLUS	3,700.00	
Concrete Fill of Pipe Bollards at Forklift Charging Area, Infill of Plumbing and Electrical Trenches	AMERICAN CUTTING	15,210.00	
Metals, Structural Steel- RTU Supports, Exterior Stair Railings, Bollards at Forklift Charging Area	D & D WWELDING	4,700.00	
Cabinetry & Millwork All tops to be Plastic Laminate.	CAYMAN MANUFACTURING	10,983.00	
Installation of all Doors, Frames and Hardware	R.L. HODGES CARPENTRY	3,000.00	
Glass & Glazing - Windows at height of future Phase-3 Second Floor, Pass-Thru Window	CAPITAL GLASS	3,180.00	
Drywall, Metal Framing and Insulation	PEGAZEX CONSTRUCTION	165,000.00	
Acoustical Ceiling System	ALL AMERICAN CEILING	5,725.00	
Furnish and Install Porcelain Tile and Subway Tile	WHOLESALE FLOORING	16,853.00	Fixture
Interior and Exterior Painting (Includes yellow floor striping at forklift charging area)	WARNER PAINTING	9,683.00	Rehab
Toilet Accessories and Partitions	ATLASS HARDWARE	26,265.00	Fixture
Fire Sprinkler System- Office Protection, ESFR Modifications	MEIR FIRE SPRINKLERS	8,280.00	Fixture
Plumbing	PALMETTO PLUMBING	75,900.00	Rehab
HVAC	PHOENIX A/C	36,700.00	Rehab
Electrical and Lighting (Includes Installation of Tenant Provided Big Ass Fans)	LAGGINI ENTERPRISES	40,000.00	Fixture
Fire Alarm Systems- All Necessarry Devices, Boxes and Conduit Per Code	MEIR ALARMS, INC.	27,400.00	
Overhead & Profit	GENERAL REQUIREMENTS	37,892.00	
	Total =	619,381.00	
	Total CRA Funds =	221,971.00	
	Rehabilitiation of building =	122,283.00	
	Purchase & installation of equipment & fixtures =	99,688.00	

COMMERCIAL REAL ESTATE

Fast-growing South Florida startup leases over 170,000 square feet

ShipMonk has leased 170,447 square feet at Bridge Point Riverbend in Fort Lauderdale.

By Brian Bandell
– Senior Reporter, South Florida Business Journal

ShipMonk has leased 170,447 square feet at Bridge Point Riverbend in Fort Lauderdale.

By Brian Bandell
– Senior Reporter, South Florida Business Journal

Dec 3, 2018, 6:25am EST

Logistics startup ShipMonk signed a lease for 170,447 square feet for its new headquarters and warehouse in the new Bridge Point Riverbend in Fort Lauderdale, according to the developers.

ShipMonk will relocate its headquarters from Deerfield Beach to move into the larger space in the project at 201 N.W. 22nd Ave., just off the Broward Boulevard exit of Interstate 95. The property is being developed by the joint venture of Bridge Development Partners, Akard Street Partners, Banner Oak Capital Partners and Elion Partners. ShipMonk will occupy most of the 221,542-square-foot building, which has 32-foot-height ceilings.

Tony Hoover of CBRE represented ShipMonk in the deal while Steven Wasserman of Colliers International South Florida represented the landlord.

"We couldn't be more pleased to have met ShipMonk's unique industrial space requirements and welcome them to Bridge Point Riverbend," said Kevin Carroll, partner of the Southeast Region for Bridge Development Partners. "We're confident this world-class facility will serve to meet their current and future needs."

Jan Bednar founded ShipMonk in 2014 at Florida Atlantic University's Tech Runway. The company, which specializes in inventory management software, recently raised $10 million in Series A funding. It has 220 employees and expects to continue growing.

"ShipMonk has been so successful, so quickly that it has outgrown its existing South Florida office and distribution spaces for the fourth time in four years," Hoover said. "We were able to find them the perfect, high-quality solution in a strategically located building that offers ample room to grow in the future. With all of their existing Florida locations now consolidated under one roof, they are well positioned to realize increased operational efficiencies as well."

Business Parks
Ranked by Developed acres

Rank	Business Park	Developed acres
1	Flagler Station Business Park	980
2	Miami Lakes Business Park	700
3	Sawgrass International Corporate Park	634

By Brian Bandell
– Senior Reporter, South Florida Business Journal
Dec 3, 2018, 6:25am EST
This company recently raised $10 million.



ShipMonk has leased 170,447 square feet at Bridge Point Riverbend in Fort Lauderdale.

ShipMonk CEO Jan Bednar, center, one of the first tenants to move into the newly constructed Hillsboro Technology Center in Deerfield Beach, with developers Malcolm and Mark Butters.

South Florida software startup secures $10M in Series A funding



By Emon Reiser
– Digital Producer, South Florida Business Journal
Oct 30, 2018, 11:17am EDT

ShipMonk has secured $10 million in Series A funding in a round led by North Carolina-based SFJ Ventures, with participation from Virginia-based Grovetech Ventures and Maine-based Supply Chain Ventures.

The Deerfield Beach-based inventory management software company has been working on raising the capital for six months, and will use the new financing to fuel its rapid expansion. Plans include doubling its workforce and entering new markets.

"Its been a long time in the making but we finally got it done," ShipMonk CEO Jan Bednar said. "It feels great to get focused on the purpose of the round."

Bednar has been bootstrapping the business since he launched it out of Florida Atlantic University's Tech Runway about four years ago. He plans to sell the company in the next three to four years, and sought out strategic partners that could help it rapidly scale before an exit.

His plans for the next two years include establishing an office in New York, and opening warehouses in Asia and New Jersey or Pennsylvania, which would logistically better position the startup for further growth into those markets, Bednar said. ShipMonk currently has facilities in South Florida and Los Angeles, as well as an office in Europe. It has 220 employees, a number that will likely double in the next two years, Bednar added.

ShipMonk will be moving out of its Deerfield Beach headquarters at the start of next year – outgrowing its office for the fourth time in four years – to relocate to a 170,000-square-foot facility in Fort Lauderdale near I-95.

"We're continuing to simplify and automate how e-commerce companies control their supply chain operations so they can focus on optimizing their multi-channel sales while we ship their customer orders out in record time," Bednar said. "We're very excited

about what our partnership with SJF Ventures, Grotech Ventures and Supply Chain Ventures means for our clients and their customers."

Said David Griest of SJF Ventures: "ShipMonk's leading technology and automation enables even small e-commerce businesses to meet ever-increasing consumer expectations for faster delivery and flawless logistics."

ShipMonk founder, named to Forbes' 30 under 30, to speak Tuesday in Fort Lauderdale

By **Marcia Heroux Pounds**

| SUN SENTINEL |

DEC 11, 2017 | 1:35 PM

ShipMonk, which packs and ships for ecommerce companies, expects to post $10 million in annual sales

Jan Bednar, the 26-year-old founder of Deerfield Beach-based ShipMonk, a logistics company for e-commerce sites, was named to Forbes' 2018 list of 30 Under 30 "game-changing young entrepreneurs."

Forbes describes the list as an "annual encyclopedia of creative disruption." The list highlights 600 young stars in 20 different industries in categories including art and style, music, consumer technology, food and drink, retail and e-commerce, enterprise technology, Hollywood and entertainment, education, games, healthcare, finance, sports and others.

Bedar, who is named in the retail and e-commerce category, is scheduled to speak about his company from 5:30 p.m. to 7:30 p.m. Tuesday at Innovation Hub at Broward College, 111 E. Las Olas Blvd., 11th floor, in downtown Fort Lauderdale. The event is free; register on **https://www.eventbrite.com**.

ShipMonk has developed a technology platform that syncs its warehouse operation with management of inventory and shipping. Customers include many local entrepreneurs. ShipMonk packages the products for shipping via Federal Express, DHL or the U.S. Postal Office.

ShipMonk, which had $4 million in 2016 sales, expects to reach $10.5 million in revenue this year. The company was started by Bednar when he was a student at Florida Atlantic University in Boca Raton. The company soon became part of that college's **Tech Runway** program for startup businesses.

Located now in Deerfield Beach, the company employs more than 70 people. ShipMonk recently opened a warehouse in Los Angeles.

Marcia Heroux Pounds is a business writer for the Sun Sentinel. She writes about the job market, entrepreneurs, technology and the workplace. She's the author of I Found a Job!, a book about how some people found jobs during the worst years of the recession.

Deerfield Beach packaging firm ShipMonk snaps up e-commerce site business

By Marcia Heroux Pounds

| SUN SENTINEL |

AUG 31, 2017 | 3:55 PM

DEERFIELD BEACH

ShipMonk, which packs and ships for ecommerce companies, expects to post $10 million in annual sales

Entrepreneur Jan Bednar was in his early 20s when he founded his first company, which was accepted into Florida Atlantic University's Tech Runway startup accelerator program.
Now, at the age of 26, Bednar has taken his business idea and pivoted it into ShipMonk, a logistics company for e-commerce sites that expects to do $10 million in business this year. In 2016, the company generated $4 million in sales.

ShipMonk opened a warehouse in Deerfield Beach this spring and is slated to open a second warehouse outside Los Angeles this fall. The company employs 70 people. In August, ShipMonk packaged a record 500,000 items for shipping; the figure was 13,000 a year ago.
Bednar "was a real prodigy. It is truly amazing," said Jim Ryan, a South Florida entrepreneur who is a mentor to Bednar as well as other startup businesses in Tech Runway.

The young entrepreneur saw opportunity because startup companies want to sell products on multiple e-commerce sites, often including Amazon, Walmart.com, Etsy and Shopify, as well as their own branded websites.

"The name of the game in retail is multi-channel. You don't want to put all your bets on one horse," Bednar said.

ShipMonk has developed a technology platform that syncs its warehouse operation with management of inventory and shipping.

"This industry is like an old school industry that no one has revolutionized. There's a huge opportunity for a young, cool start-up to come in and change the landscape a little bit," Bednar said.
He's not the only one to recognize the potential of this space.

San Francisco-based Flexport, a new kind of freight forwarder that uses automation and software, has raised $94 million in venture capital, according to Forbes magazine. So far, Bednar has built ShipMonk without outside investment.

Bednar plans to add more automation to his warehouse, including German technology that will bring inventory to workers to package. "That's what we're big on -- technology and automation," he said.
Originally from the Czech Republic, Bednar came to the U.S. as an international student, first at Cardinal Gibbons High School in Fort Lauderale, and then at FAU. Several of his employees were fellow students from those schools.

He began his business as a mail-forwarding service for international consumers making online purchases from U.S.-based merchants.

Bednar was just 21 when he began the company in 2014. He graduated from FAU in May 2014, earning his bachelor's degree in information systems management. As part of FAU Tech Runway in 2015, Bednar's company got its start with a $25,000 grant and free office space at the FAU campus in Boca Raton.

The company packages products for many startup e-commerce businesses that are looking to expand. The packages are shipped via Federal Express, DHL or the U.S. Postal Office.
"Our motto is 'stress less, grow more,' " said Bednar of the ShipMonk name and the brand it has developed.

South Florida customers include The Beard King, a Miami-based beard bib and grooming supplies company. Founders Nicholas and Alessia Galekovic, who launched their business in 2015, were literally living with their inventory, shipping from their apartment. But then the business began to grow — especially after an appearance on ABC-TV's "Shark Tank."

"Our apartment was full of product -- it was terrible," Nick Galekovic said. Then they met Bedar and soon became a prime customer.

Galekovic said Bednar has been able to grow ShipMonk because "he's not afraid to take risks....he wasn't scared to say 'yes' to things — he just figured out a way."

The Beard King also sells and ships through Amazon. But while being in an Amazon store can attract customers, profit margins get squeezed. Also, the company doesn't have access to customer information to generate more sales, Galekovic said.

ShipMonk also packs for many subscription services, such as South Florida's CatLadyBox, which ships monthly boxes of unique cat-related items.

Dorian Wagner, founder of CatLadyBox in Deerfield Beach, has shipped her products with ShipMonk since she began the business in 2015. Her company designs and manufactures artistic and fun products "that happen to have a cat on them," and mails them in a box with something for the cat, such as a toy. "Every month has a different theme," Wagner said. Wagner said she explored other options for shipping, but chose to work with Bednar. "I like people who are excited and new — they're more fun to work with than people who say, 'this is how we've always done it,' " she said. When Wagner has a last-minute problem, she simply texts Bednar and he answers quickly, she said. ShipMonk also has proven to be flexible, Wagner said. When a truck with her products recently was delayed in Texas because of Hurricane Harvey, ShipMonk moved her shipping date to later in the week."I called them to say the truck should be here on Thursday, can they do the shipping on Friday? They've moved everything around -- that's a lot to ask," she said.

mpounds@sunsentinel.com or 561-243-6650, twitter: @marciabiz

Jobs to be Created by ShipMonk Over the Next 5 Years

Job Title	#	Brief Job Description	Annual Average Salary	Industry Average Salary	Experience/Education/Skills Required
Warehouse Associate	300	Picking & Packing, Shipping	$24,500	$24,000	Manual Skills, PC Skills
Forklift Driver	50	Forklift Driving	$31,200	$28,800	Forklift experience & Certification
Warehouse Supervisor	20	Warehouse Associates Management	$42,000	$48,400	2+ Years Fulfillment/Warehousing
Warehouse Line Manager	8	Warehouse Supervisors Management	$50,000	$50,000	3+ Years Fulfillment/Warehousing
Happiness Engineer	10	Account Managing	$35,000	$33,950	
Sales Representative	10	Business Development	$35,000 + Commissions	$35,000 + Commissions	
Marketing Representative	10	Company Branding & Marketing	$42,200	$42,200	
Executive	5	CFO, COO, etc.	$230,000		
General Office	5		$35,000		
Total	418				



ShipMonk
400 Hillsboro Technology Drive
Deerfield Beach, FL 33441

March 26, 2019

Fort Lauderdale Community Redevelopment Agency
914 NW 6 St - Suite 200
Fort Lauderdale, FL 33311

Dear Fort Lauderdale Community Redevelopment Agency Team,

It is with great excitement that we submit our application for CRA funding assistance, specifically through the Property and Business Improvement program.

This packet includes the completed application, along with many supplemental materials and resources. Please do not hesitate to reach out for any additional information or with questions regarding our application and project. We will also send over digital files so you can have those on hand during your review process.

Best Regards,

The ShipMonk Team

DocuSign Envelope ID: E9F714F1-7D2D-4047-AFB0-AA646CFA9CBD

City of Fort Lauderdale

Northwest-Progresso-Flagler Heights Community Redevelopment Agency (NWPF CRA)

APPLICATION FOR CRA FUNDING ASSISTANCE

Name of Principal Owner in Charge	Tel. No.	E-Mail Address
Jan Bednar	954-882-7539	jan@shipmonk.com
Primary Contact for this CRA Request	**Tel. No.**	**E-Mail Address**
Jan Bednar	954-882-7539	jan@shipmonk.com
Name of Business	**Tax I.D. No.**	**Company Website**
BedaBox LLC DBA ShipMonk	471097591	www.shipmonk.com
Business Address	**Tel. No.**	**Fax No.**
400 Hillsboro Technology Drive	954-882-7539	
City	**State**	**Zip Code**
Deerfield Beach	FL	33441

Commencement Date to Begin Project: Mid-March 2019

Completion Date for Project: Late April/Early May 2019

Check Appropriate Description	Project Type	Facility Description
↑Existing Business [x]	↑Expansion [ ]	Existing Space 80,000 sq. ft.
↑New Business [ ]	↑Relocation [x]	New Space 221,542 sq. ft.

NAICS Code / Industry Type	Date of Incorporation	State where the business was incorporated
541614 / Logistics & integrated supply chain management consulting services	June 12, 2014	Florida

Proposed Project Location/City	Proposed Address
Fort Lauderdale	201 NW 22nd Avenue

Property Control Number(s)	Property Owner
504205500013	Bridge Development Partners, LLC

Owner Tel. No. (include Area Code)	Is there a lien on the property?
305-747-7031	X Yes ↑ No — Yes, but to be removed by end of March

JOB INFORMATION

Full Time Equivalent (FTE) Jobs to be created	418
Existing Jobs	191
Total FTE Jobs	609

TYPE OF BUSINESS

Sole Proprietor	
Partnership	
Joint Venture	
Corporation	
Cooperative	
Limited Liability Company	X
Non-Profit Org.	
Other:	

Bank(s) Where Business Accounts for Projects Are Held

1. Bank of America
2.

Name of Participating Bank/Lender

No Lender / No Loans

Amount	Contact Person	Tel. No. (include Area Code)	Fax No. (include Area Code)
$			

Name of Other Financial Source

Amount	Contact Person	Tel. No. (include Area Code)	Fax No. (include Area Code)
$			

Name of Other Financial Source

Amount	Contact Person	Tel. No. (include Area Code)	Fax No. (include Area Code)
$			

Name of Other Financial Source

Amount	Contact Person	Tel. No. (include Area Code)	Fax No. (include Area Code)
$			

Project Purpose and Economic Impact

As a rapidly scaling business, ShipMonk is moving from its Deerfield Beach warehouse to a much larger facility in Fort Lauderdale that is located in an economically distressed area of the city. The additional space will allow the company to grow its operations and workforce substantially, and ShipMonk remains focused on hiring individuals from the local community. When considering where to relocate, ShipMonk's commitment to Fort Lauderdale remained core to its search for new real estate, as the company wanted to ensure it could contribute to the city's development. ShipMonk looks forward to offering quality employment opportunities to members of its new neighboring low-income community.

NOTE 1: **If the project receives funds via another City, County, Federal or State program which also requires job creation/retention, the jobs created/retained for those programs must be in addition to the jobs required under this program.**

NOTE 2: **If project includes the purchase of equipment using CRA fnnds, then there must not be another UCC filing for the equipment.**

Management: Owners, partners, officers, all holders of outstanding stock — 100% of ownership must be shown (*use separate sheet if necessary*).

Name	Complete Address	% Owned	From	To
See attached sheet for full ownership details.				
Name	Complete Address	% Owned	From	To
Name	Complete Address	% Owned	From	To
Name	Complete Address	% Owned	From	To
Name	Complete Address	% Owned	From	To

PROJECT/ACTIVITY COST SUMMARY

1. Please state the overall project cost: $619,381
2. Please state the overall project costs related to the CRA's assisted activity? $221,917
3. Please indicate the sources and uses of funds for the project on the following table.

Project Source(s) of Funding	**Amount**	**Rate**	**Term**
Bank Loan (specify)			
City funds			
CRA funds	$221,917		
Company's current cash assets	$397,464		
Owner equity (specify)			
Other (specify)			
Other (specify)			
Other (specify)			
Total Sources	$619,381		

Select the Use(s) of Funds and the Amount Need for Each	**Sources of Funds (Yes or No)**	**Amount**
Land Acquisition	No	No
Real Property Acquisition	No	No
Utility and road infrastructure improvements	No	No
New construction of commercial and industrial buildings	No	No
Rehabilitation of commercial and industrial buildings	Yes	~~$122,283~~
Purchase and installation of equipment and fixtures	Yes	$99,688
Other (specify)		
Other (specify)		
Other (specify)		
Total Uses	Two	~~$221,971~~

$579,693

$619,381

NOTE 3: Other "uses" include Architectural/Engineering Fees, Application Fees, Permit Fees Impact Fees

BUSINESS INDEBTEDNESS: Furnish the following information on all outstanding installment debts, code and other liens, notes and mortgages payable that relate to this project. The present balances should agree with the latest balance sheet submitted (*use a separate sheet if necessary*).

To Whom Payable	Original Amount	Original Date	Present Balance	Rate of Interest	Maturity Date	Monthly Payment
Name: _____	$		$	%		$
Name: _____	$		$	%		$
Name: _____	$		$	%		$
Name: _____	$		$	%		$
Name: _____	$		$	%		$

THE FOLLOWING ITEMS MUST BE COMPLETED AND SUBMITTED WITH YOUR APPLICATION

1. A business plan which describes the company mission, market analysis, applicant capacity, economic analysis and project feasibility, a brief history and description of the company (*including the founding of the company*), overview of operations, product information, customer base, method and areas of distribution, primary competitors and suppliers within the County.
2. A list of general and limited partners, officers, directors and shareholders of the company. Please provide a resume for all the principals and key management.
3. Corporate income tax returns for the last three years (*personal returns may also be requested*).
4. Two separate lists that detail the existing jobs on your payroll and the new jobs to be created (*within the list please provide the job title of each position, a brief description of each position, annual salary for existing and new positions and the industry average salary for those positions*).
5. If machinery and equipment are being purchased with CRA funds, provide a list of all the items to be purchased, with quotes on vendor's letterhead. Include a statement from the manufacturer, attesting to the economic life of the equipment.
6. If business is a franchise, include a copy of the franchise agreement;
7. Bank Commitment Letter detailing the conditions of the loan approval.
8. Copy of IRS determination letter as a non-profit organization (*required for all non-profit organizations only*).
9. Signed copy of resolution or minutes from the meeting of the governing body authorizing submission of the application (*required for all non-profit organizations only*).
10. Articles of Incorporation or Division of Corporations information identifying authorized signatories
11. Copy of the Property Deed (*if the applicant is the owner*)
12. Copy of By-Laws (*required for all non-profit organizations only*).
13. Please sign and submit *Statement of Personal History* and *Credit Check Release* (as attached).
14. If project involves construction, please provide a minimum of two (2) detailed cost estimates prepared by Architect/Engineer and/or General Contractor, preliminary plans and specifications, Architectural Illustration and photos of existing conditions.
15. Attach a street map showing the location of the proposed project, Property Folio number and Legal Description.
16. Preliminary Project Schedule.

<u>The following items are also needed, if your funding request is $500,000 or more</u>

(not applicable for Commercial Façade, Streetscape Enhancement and Property and Business Improvement Incentive requests)

17. CPA audited corporate financial statements for the last three years (*Profit and Loss Statement and a Balance Sheet*).
18. If the most recent business return and/or financial statement is more sixty (60) days old, please submit a current Interim Financial Statement.
19. Three year financial pro formas which include operating statements, balance sheets, funding sources, and use details.
20. Ten year revenue and expense projection for the project
21. Copy of sales/purchase agreement when purchasing land or a building (*or an executed lease if applicable*).
22. Provide details regarding any credit issues, bankruptcies and lawsuits by any principal, owning 20% or more of the business.
23. The names of all affiliates and/or subsidiary companies, and their previous three (3) years financial statements and Interim Financial Statements if the financial statements are more than sixty (60) days old.
24. Letter from the Department of Sustainable Development (DSD) approving the proposed project with zoning and land use designations, and Plan Development Review number and comments.
25. Identification and qualifications of project development team (*i.e., attorney, engineer, architect, general contractor, etc.*).

26. Current Broward County Assessed Value, new capital investment dollars and total estimated new assessment when completed and placed into service.
27. Existing Leases, Lease commitments and tenant makeup (*if applicable*).
28. Copy of Environmental Report showing there are no Environmental issues (*if applicable*).
29. Copy of Appraisal Report (*if applicable*).

THE FOLLOWING ITEMS ARE REQUIRED AFTER CRA BOARD APPROVAL AND PRIOR TO EXECUTION OF AN AGREEMENT AND RELEASE OF FUNDS

30. Evidence that all funds are in-place to fully fund the project.
31. A copy of the City approved project plans, contract with General Contractor and permits (Prior to Release of Funds)
32. Scope of work and all project costs
33. Copies of Insurance Certificates (Builders Risk/All Risk Policy, Commercial General Liability, Workers Compensation with the City of Fort Lauderdale and the Fort Lauderdale CRA listed as Additional Insured.

APPLICANTS CERTIFICATION

By my signature, I certify that I have read and understand the application, criteria, loan fees and program requirements. I further certify that all the information I (we) supplied is correct and accurate. All of the owners of the company/organization (*regardless of ownership percentage*) are aware of this loan and are in full agreement with the business securing financing for this project. My (our) signature(s) represent my (our) agreement to comply with City of Fort Lauderdale Community Redevelopment Agency, as it relates to this CRA funding request.

Each Proprietor, General Partner, Limited Partner and Business Owner, owning 20% or more must sign below. For all Non-Profit Organizations, all guarantors must be approved by City of Fort Lauderdale Community Redevelopment Agency.

Business Name: ShipMonk

By: DocuSigned by: Ian Bednar 50589A47EC83480... CEO — 3/19/2019

Signature and Title — Date

Guarantors:

Signature and Title — Date

Signature and Title — Date

Signature and Title — Date

Signature and Title — Date

Signature and Title — Date

Northwest-Progresso-Flagler Heights Community Redevelopment Agency

PERSONAL HISTORY STATEMENT

PLEASE READ CAREFULLY - PRINT OR TYPE
Each Proprietor (*if a Sole Proprietorship*), General Partner (*if Partnership*), Limited Partner (*if Partnership*), Officer, Director and Business Owner (*owning 20% or more of the business*), must complete a Personal History Statement. For all Non-Profit Organizations, all guarantors must complete this form and be approved as guarantors by the City of Fort Lauderdale Community Redevelopment Agency.

Applicant/Business Name:	Participating Bank/Lender:
Jan Bednar / ShipMonk	
City: Deerfield Beach State: FL Zip: 33441	City: State: Zip:

Personal Statement of (*if you do not have a middle name, put NMN*):

First Name: Jan Middle: NMN Last: Bednar

Social Security No.: 769-91-4053 Date of Birth: July 13, 1991 Place of Birth: Czech Republic

Present Address: 809 SE 13th Court City: Deerfield Beach State: FL Zip: 33441 From: 2014 To: Present	Previous Address: 2900 NE 30th Street *(needed if in present address less than 5 years)* City: Fort Lauderdale State: FL Zip: 33006 From: 2008 To: 2014
Loan Requested from CRA: $ Loan Request from Bank(s): $ Percentage of Company Ownership: 70 %	Are you a U.S. Citizen: ☐ YES ☑ NO If NO, are you a Lawful Permanent Resident Alien: ☐ YES ☑ NO Alien Registration Number:

IT IS IMPORTANT THAT THE NEXT THREE (3) QUESTIONS BE ANSWERED COMPLETELY. AN ARREST OR CONVICTION RECORD WILL NOT NECESSARILY DISQUALIFY YOU. HOWEVER, AN UNTRUTHFUL ANSWER WILL CAUSE YOUR APPLICATION TO BE DENIED.

IF YOU ANSWER "YES" TO ANY OF THE QUESTIONS BELOW, PLEASE FURNISH DETAILS ON A SEPARATE SHEET. INCLUDE DATES, LOCATION, FINES, SENTENCES, WHETHER MISDEMEANOR OR FELONY, DATES OF PAROLE/PROBATION, UNPAID FINES OR PENALTIES, NAME(S) UNDER WHICH CHARGED, AND ANY OTHER PERTINENT INFORMATION.

1. Are you presently under indictment, on parole or probation? ☐ YES ☑ NO
   (If YES, indicate the date parole or probation is to expire)
2. Have you ever been charged with and/or arrested for any criminal offense other than a minor motor vehicle violation? Include offenses which have been dismissed, discharged, or not prosecuted. ☐ YES ☑ NO
3. Have you ever been convicted, placed on pretrial diversion, or placed on any form of probation, including adjudication withheld pending probation, for any criminal offense other than a minor vehicle violation? ☐ YES ☑ NO

I hereby authorize the City of Fort Lauderdale to request criminal record information about me from the criminal justice agencies for the purpose of determining my eligibility.

Signature	Title	Date
DocuSigned by: Jan Bednar 59588A47EC83486...	CEO	3/19/2019

***ORIGINAL SIGNATURES REQUIRED**

DocuSign Envelope ID: E9F714F1-7D2D-4047-AFB0-AA646CFA9CBD

Northwest-Progresso-Flagler Heights Community Redevelopment Agency

APPLICATION REQUEST SUPPLEMENTAL INFORMATION

CRA Incentive Programs

Please select the incentive(s) you are applying for and insert the amount of funding assistance you are seeking:

☐	COMMERCIAL FAÇADE IMPROVEMENT PROGRAM	$ _____
■	PROPERTY AND BUSINESS IMPROVEMENT PROGRAM	$ $221,971
☐	STREETSCAPE ENHANCEMENT PROGRAM	$ _____
☐	DEVELOPMENT INCENTIVE PROGRAM	$ _____
☐	PROPERTY TAX REIMBURSEMENT PROGRAM	$ _____

Please provide a supplement sheet responding to the following numbered questions:

1. Please describe your project.
2. What is the address, folio number and legal description of the property.
3. What is the existing and proposed use of the property? Please note that certain uses are not eligible for CRA assistance. This includes convenience stores, pawn shops, check cashing stores, tattoo parlors, massage parlors, liquor stores and other uses as may be determined by the CRA that are inconsistent with the CRA Community Redevelopment Plan. Please note that there will be restrictive covenants placed on the property for minimum of 5 years restricting use of the property to only those uses for which CRA funding was provided.
4. Are the proposed improvements to the property being made on behalf of a proposed tenant for the property. If so, please provide a copy of the lease agreement.
5. What is the zoning of the property?
6. Are you the property owner? Please provide a copy of the deed of the property. You must be the owner of the property to apply.
7. Is your project new construction or is it renovation?
8. What is the total capital investment of your project and what is your hard construction and soft cost? (While property acquisition cost is not an eligible CRA expense, it may be included in your total capital investment)
9. What is the current Broward County Assessed Value of the property?
10. Is there a mortgage on the property? Please provide OR Book and Page. Please note that CRA funding is in the form of a 0% interest forgivable loan, forgiven after 5 year of project completion secured by a first

mortgage or subordinate mortgage on the property. Projects receiving over $225,000 in CRA assistance will be secured by a forgivable loan forgiven after 7 years to 10 years depending on the level of CRA funding. Other forms of security in lieu of a forgivable mortgage will be considered on a case by case basis.

11. Are there any other liens or pending liens on the property? Please provide OR Book and Page.
12. Are there any code violations on the property? Identify.
13. Is the property listed "For Sale." Please note that properties listed for sale may not apply for CRA program funding.
14. How many new permanent jobs will be created by the project? Please describe the jobs to be created and projected salaries.
15. What is the estimated construction commencement date of the project? Please note that no work is to commence on the project unless a Program Agreement is approved and fully executed between the CRA and the property owner and that work must commence within 90 days of CRA funding approval.
16. What is the estimated completion date of the project? Please note that all approved projects must be completed within a maximum of three (3) years.
17. Please provide proof of your matching funds (i.e. bank statement, line of credit, etc.) and identify other proposed forms of financing for your project.
18. Do you have general liability and fire and casualty insurance on the property? You will be required to demonstrate proof of insurance and may include bonding requirements as required by the City/CRA prior to commencement of work. The cost of insurance may be included as part of your total project cost funded by the program.
19. Have your previously received funding from the CRA? Explain.

If you are applying for funding from the Commercial Façade Improvement Program, Property & Business Improvement Program and/or Streetscape Enhancement Program, please also complete the following:

20. Do you have a detailed scope of work? If so, please include for CRA review and approval.
21. Do you have completed architectural drawings for the scope of work to be performed? Please include along with architectural illustration(s) of the proposed work, material specifications, color selections, etc. Please note that architectural cost may be included as part of your total project cost.
22. Have your project plans been submitted for City Development Review and/or permitting and if so what are the status of the plans and the plan review number? All work must be permitted and approved by the Building Official.
23. Do you have detailed, written contractor cost estimates? If so, please provide.
24. Have you selected a contractor from the attached City/CRA Approved Contractor List? Please note if your contractor is not on the City/CRA approved list, it may be possible to have your contractor become an approved CRA Contractor. He/She will need to complete the attached Contractor Application for consideration.
25. If you are applying for the Facade Program or Property and Business investment Program, and if you are not using a City /CRA Approved Contractor, you must secure <u>two</u> detailed licensed and insured contractor cost estimates and CRA funding is limited to 60% of the lowest cost estimate not to exceed $50,000 which can only be funded on a reimbursement basis, rather than a direct payment to the contractor. In addition, all

projects over $50,000 may be assigned a CRA Construction Review Specialist who will determine the scope of work to be funded and will secure contractor pricing for the project, manage funding request and provide general project oversight.

26. For Streetscape Enhancement Program projects, see additional requirements for projects in excess of $300,000 as required by Florida Statute 255.20.

I Jan Bednar attest that the information is correct to the best of my knowledge. I further understand that the CRA program benefits are contingent upon funding availability and CRA approval and are not to be construed as an entitlement or right of a property owner/applicant. I further understand that I am responsible for providing all documentation required by The CRA.

DocuSigned by:
Jan Bednar
Signature of Property Owner or Business Owner

Jan Bednar
Print Name

DocuSign Envelope ID: E9F714F1-7D2D-4047-AFB0-AA646CFA9CBD

List of all Jobs to be Created

Job Title	#	Brief Job Description	Annual Average Salary	Industry Average Salary	Experience/Education/Skills Required
		See attached chart.			

*USE ADDITIONAL SHEETS IF NECESSARY

Electronic Articles of Organization For Florida Limited Liability Company

L14000094310
FILED 8:00 AM
June 12, 2014
Sec. Of State
tburch

Article I

The name of the Limited Liability Company is:

BEDABOX LLC

Article II

The street address of the principal office of the Limited Liability Company is:

809 SE 13TH CT.
DEERFIELD BEACH, FL. US 33441

The mailing address of the Limited Liability Company is:

809 SE 13TH CT.
DEERFIELD BEACH, FL. US 33441

Article III

The name and Florida street address of the registered agent is:

JAN BEDNAR
809 SE 13TH CT.
DEERFIELD BEACH, FL. 33441

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: JAN BEDNAR

Article IV

L14000094310
FILED 8:00 AM
June 12, 2014
Sec. Of State
tburch

The name and address of person(s) authorized to manage LLC:

Title: AMBR
JAN BEDNAR
809 SE 13TH CT.
DEERFIELD BEACH, FL. 33441 US

Signature of member or an authorized representative

Electronic Signature: CHEYENNE MOSELEY, US CORP. AGENTS

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

Bedabox LLC (DBA ShipMonk) financials for CRA

1) Estimates 2019-2023

	2019	2020	2021	2022	2023
Income	$55.2m	$82.8m	$102.7m	$125.1m	$148.3m
Expenses	$49.9m	$73.6m	$90.4m	$110.1m	$130.5m

Loans balance	$1.5m	$2.3m	$3.1m	$4.0m	$4.5m

2) Labor costs actuals

	2018
Salaried	$2.1m
Hourly	$1.6m
Temp agencies	$1.9m

3) Sales actuals

	2018
Sales	$28.4m

DATE: NOVEMBER 30th, 2018
PREPARED BY: STEVE KENETH
BUTTERS CONSTRUCTION CORPORATION
6820 Lyons Technology Circle, Suite 100
Coconut Creek, Florida 33073
(954) 570- 8111 X 2430

PREPARED FOR: SHIPMONK INTERIOR BUILD-OUT AT RIVERBEND, "PHASE - 1 FINAL COST ESTIMATE"

CODE		DESCRIPTION	ALLOCATION	COST	SPSF2
1.001	*	General Conditions / General Labor - 10%	GENERAL REQUIREMENTS	$ 21,164.00	
3.002	*	Concrete - Cutting, Removal and Preparation of Pits for New Dlock Leveler Equipment	INCLUDED BY DOCK EQUIP. CO.	Included	
5.210	*	Metals, Structural Steel- Warehouse Exhaust Fans Supports and Big Ass Fan Steel Angle Supports	D & D WWELDING	$ 13,450.00	
7.500	*	Roofing- Flashing	WEATHERGUARD INDUSTRIES	$ 3,000.00	
11.000	*	Loading Dock Equipment - Seven (7) Edge of Dock Levelers and Two (2) Pit Levelers (Pit Prep. & Steel Included)	ANDERSEN MATERIAL HANDLING	$ 31,120.00	
15.300	*	Fire Sprinkler System- Office Protection, ESFR Modifications	NOT APPLICABLE FOR PHASE-1	$ -	
15.350	*	Fire Extinguishers	EXISTING (NONE INCLUDED)	$ -	
15.500	*	HVAC (Five (5) Roof Mounted Warehouse Exhaust Fans)	PHOENIX A/C	$ 27,900.00	
16.001	*	Electrical and Lighting (Includes Installation of Tenant Provided Big Ass Fans)	LAGGINI ENTERPRISES	$ 89,500.00	
16.003	*	Fire Alarm Systems- All Necessarry Devices, Boxes and Conduit Per Code	MEIR ALARMS, INC.	$ 42,600.00	
16.004	*	Low Voltage- Phone, Data, Security Systems, FFE (By Owner)	BY OWNER/TENANT	$ -	
99.001	*	Overhead & Profit 10%	GENERAL REQUIREMENTS	$ 22,972.00	
99.002	*	Insurance, General Liability / Workers Comp.	GENERAL REQUIREMENTS	$ 987.08	
		TOTAL BID =		$ 252,693.08	
	*	ESTIMATED PERMIT FEES (BY OWNER)			
	*	ARCHITECTURAL FEES	BY OWNER/TENANT	BY OWNER/TENANT	
		ESTIMATED PROJECT TOTAL=	BY OWNER/TENANT	BY OWNER/TENANT	
				$ 252,693.08	

BY GENERAL CONTRACTOR- SUBCONTRACT ALLOCATION OR GENERAL REQUIREMENT
BY OWNER / DEVELOPER / BY OTHERS PER PLAN NOTES / OR NO PLAN PROVIDED
GENERAL CONTRACTOR/ OWNER ALLOWANCE ASSUMPTION
UNDER SEPARATE AGREEMENT

NOTE:
PRICING IS BASED ON PLANS PROVIDED BY BPA ARCHITECTURE DATED 11/14/18 AND 11/15/18.

QUALIFICATIONS & EXCLUSIONS:
1. ARCHITECTURAL, MEP FEES, PERMIT FEES - BY TENANT, NOT INCLUDED
2. MATERIAL TESTING NOT INCLUDED
3. CONTINGENCY, FURNITURE & SIGNAGE NOT INCLUDED
4. PRE- EXISTING CODE VIOLATIONS NOT INCLUDED
5. FIRE ALARM AND SPRINKLER PLANS NOT PROVIDED
6. APPLIANCES AND EQUIPMENT NOT INCLUDED
7. ALL SCOPE OF WORK BASED ON PLANS
8. ALL MATERIALS AND FINISHES ARE ASSUMED BUILDING STANDARD
9. GLASS ENTRYS ARE EXISTING
10. "BIG ASS FANS" PROVIDED BY TENANT, INSTALLED BY ELECTRICIAN.
11. LOW VOLTAGE/PHONE/DATA COST NOT INCLUDED BY TENANT
12. NO CONCRETE FLOOR SEALING NOR EPOXY SYSTEM, NOT INCLUDED
13. NO FINISH SPECIFICATIONS PROVIDED, FLOOR COVERING ALLOWANCE PROVIDED
14. ALL ITEMS NOT ON MENTIONED/ REFERENCED ON PLANS ARE NOT INCLUDED
15. ALL RACKING BY TENANT/OWNER AND NOT INCLUDED.
16. STRIPING IN WAREHOUSE FLOORS AND COLUMNS NOT INCLUDED

DATE: JANUARY 21st, 2019
PREPARED BY: STEVE KENETH
BUTTERS CONSTRUCTION CORPORATION
6620 Lyons Technology Circle, Suite 100
Coconut Creek, Florida 33073
(954) 570- 8111 X 2430

PREPARED FOR: SHIPMONK INTERIOR BUILD-OUT AT RIVERBEND, "PHASE - 2, FINAL COST ESTIMATE"

CODE		DESCRIPTION	ALLOCATION	COST
1.001		General Conditions / General Labor - 10%	GENERAL REQUIREMENTS	$ 49,210.00
2.700		Vinyl Coated Chainlink Fence Encl w/ Single Gate (10'-0" x 8'-0" x 8'-0" high w/ one single gate) ALLOWANCE	COMET FENCE	$ 8,250.00
3.001		Concrete Cutting-Removal of Tilwall Section for New Ext. Man Door, plumbing trenches, electrical trenches	AMERICAN CUTTING	$ 7,500.00
3.002		New Cast in Place Concrete Stair and Landing	BUILDERS PLUS	$ 3,700.00
3.003		Concrete Fill of Pipe Bollards at Forklift Charging Area, Infill of Plumbing and Electrical Trenches	AMERICAN CUTTING	$ 15,210.00
5.210		Metals, Structural Steel- RTU Supports, Exterior Stair Railings, Bollards at Forklift Charging Area	D & D WWELDING	$ 4,700.00
6.100		Cabinetry & Millwork All tops to be Plastic Laminate.	CAYMAN MANUFACTURING	$ 10,983.00
6.200		Installation of all Doors, Frames and Hardware	R.L. HODGES CARPENTRY	$ 3,000.00
7.500		Roofing- Flashing	WEATHERGUARD INDUSTRIES	$ 2,895.00
8.100		New 10'-0" Wide x 10'-0" High Interior Manually Operated OH Coiling Door	JB GARAGE DOORS	$ 6,400.00
8.200		Supply of Doors, Frames and Hardware	ATLASS HARDWARE	$ 12,070.00
8.300		Glass & Glazing - Windows at height of future Phase-3 Second Floor, Pass-Thru Window	CAPITAL GLASS	$ 3,180.00
9.250		Drywall, Metal Framing and Insulation	PEGAZEX CONSTRUCTION	$ 165,000.00
9.300		Acoustical Ceiling System	ALL AMERICAN CEILING	$ 5,725.00
9.510		Furnish and Install Porcelain Tile and Subway Tile	WHOLESALE FLOORING	$ 16,853.00
9.550		Epoxy Flooring and Base - BY TENANT	BY OWNER/TENANT	BY TENANT
9.610		Interior and Exterior Painting (Includes yellow floor striping at forklift charging area)	WARNER PAINTING	$ 9,683.00
10.100		Toilet Accessories and Partitions	ATLASS HARDWARE	$ 26,265.00
15.300		Fire Sprinkler System- Office Protection, ESFR Modifications	MEIR FIRE SPRINKLERS	$ 8,280.00
15.360		Fire Extinguishers	EXISTING (NONE INCLUDED)	$ -
		Plumbing	PALMETTO PLUMBING	$ 75,900.00
15.500		HVAC	PHOENIX A/C	$ 36,700.00
16.001		Electrical and Lighting (Includes Installation of Tenant Provided Big Ass Fans)	LAGGINI ENTERPRISES	$ 40,000.00
16.003		Fire Alarm Systems- All Necessarry Devices, Boxes and Conduit Per Code	MEIR ALARMS, INC.	$ 27,400.00
16.004		Low Voltage- Phone, Data, Security Systems, FFE (By Owner)	BY OWNER/TENANT	$ -
99.001		Overhead & Profit 7%	GENERAL REQUIREMENTS	$ 37,892.00
99.002		Insurance, General Liability / Workers Comp.	GENERAL REQUIREMENTS	$ 2,364.00
		TOTAL BID =		$ 579,200.00
		ESTIMATED PERMIT FEES (BY OWNER)	BY OWNER/TENANT	BY OWNER/TENANT
		ARCHITECTURAL FEES	BY OWNER/TENANT	BY OWNER/TENANT
		ESTIMATED PROJECT TOTAL=		$ 579,200.00

BY GENERAL CONTRACTOR- SUBCONTRACT ALLOCATION OR GENERAL REQUIREMENT
BY OWNER / DEVELOPER / BY OTHERS PER PLAN NOTES / OR NO PLAN PROVIDED
GENERAL CONTRACTOR/ OWNER ALLOWANCE ASSUMPTION
UNDER SEPARATE AGREEMENT

NOTE:
PRICING IS BASED ON PLANS PROVIDED BY BPA ARCHITECTURE DATED 12/26/18 AND 12/04/18.

QUALIFICATIONS & EXCLUSIONS:
1. ARCHITECTURAL, MEP FEES, PERMIT FEES - BY TENANT, NOT INCLUDED
2. MATERIAL TESTING NOT INCLUDED
3. CONTINGENCY, FURNITURE & SIGNAGE NOT INCLUDED
4. PRE- EXISTING CODE VIOLATIONS NOT INCLUDED
5. FIRE ALARM AND SPRINKLER PLANS NOT PROVIDED
6. APPLIANCES AND EQUIPMENT NOT INCLUDED
7. ALL SCOPE OF WORK BASED ON PLANS
8. ALL MATERIALS AND FINISHES ARE ASSUMED BUILDING STANDARD
9. GLASS ENTRYS ARE EXISTING
10. "BIG ASS FANS" PROVIDED BY TENANT, INSTALLED BY ELECTRICIAN.
11. LOW VOLTAGE/PHONE/DATA COST NOT INCLUDED BY TENANT
12. NO CONCRETE FLOOR SEALING NOR EPOXY SYSTEM, NOT INCLUDED
13. NO FINISH SPECIFICATIONS PROVIDED, FLOOR COVERING ALLOWANCE PROVIDED
14. ALL ITEMS NOT ON MENTIONED/ REFERENCED ON PLANS ARE NOT INCLUDED
15. ALL RACKING BY TENANT/OWNER AND NOT INCLUDED.
16. STRIPING IN WAREHOUSE FLOORS AND COLUMNS NOT INCLUDED
17. ALL DOCK EQUIPMENT AND INSTALL PAID FOR BY THE TENANT. BUTTERS CONSTRUCTION WILL OVERSEE INSTALLATION.
18. ALL T.V.'S SHALL BE FURNISHED AND INSTALLED BY THE TENANT.
19. ALL LOCKERS SHALL BE FURNISHED AND INSTALLED BY THE TENANT.
20. ALL VENDING MACHINES SHALL BE THE RESPONSIBILITY OF THE TENANT.
21. ALL BREAKROOM FURNITURE (TABLES, CHAIRS, ETC.) SHALL BE FURNISHED AND INSTALLED BY THE TENANT.
22. ALL CAMERAS, SECURITY SYSTEM, CARD ACCESS, ETC. SHALL BE FURNISHED AND INSTALLED BY THE TENANT.
23. UPGRADE ALL CABINETRY AREA TOPS TO SOLID SURFACE .....ADD $3,265.00
24. PANIC HARDWARE AND CLOSER INCLUDED ON CHAINLINK GATE.

PROJECT DESCRIPTION

Shipmonk Office Architect's Project No. 21007

PROJECT LOCATION

2241 West Broward Boulevard Ft. Lauderdale, Florida 33312

OWNER

Shipmonk
400 Hillsboro Technology Drive Deerfield Beach, Florida 33441

ARCHITECT

bndr llc
Stephen D. Bender, AR94746
629 SW 27th Place
Gainesville, Florida 32607
(352) 682-6004

CONSTRUCTION WASTE MANAGEMENT

1. In general, minimize waste generated by the project by producing as little material waste, using material efficiently, and promoting waste generated from the elements for large scraps that may be useable. Construction waste services shall include provisions for bins for American and recycling. Provide documentation of waste removal, diversion and recycling practices.
2. Materials packaging waste (cardboard, foam, wraps, and bags) separate from construction waste for direct recycling.

SUSTAINABILITY MANAGEMENT

1. During bidding process and during construction the general contractor and key subcontractors shall make effort to identify sustainability issues in the project. Where issues can be easily resolved, using common sense and common best practice solutions that do not interfere with the planned intentions of the project documents, the contractor shall proceed with the solution. In all other cases, the contractor shall alert the architect immediately for resolution.

WASTE SORTING, CONTAINERS AND DISPOSAL

1. The contractor shall become familiar with the construction of the roof upon which this project is placed. An SCI (Property Contractor relief safety for building construction or storage as their relief on 2000 Institute Drive Inside Street Building Unit), indicated in this one of plans is a "Wide Masonry" which stands the detailed construction at a typical 8000 in medium compliance may vary slightly).

ENVIRONMENTAL CONSIDERATIONS IN CONSTRUCTION

1. The General shall establish overall environmental goals for this Project. These goals are generally meant to be in addition to specific specification sections for more detailed requirements. Identify Owner and Architect if conflicts arise between performance of the work and environmental goals. The specifications is not intended to limit alternative means of achieving these goals. Suggestions and input from the Contractors for implementing these goals are encouraged.
2. Use resources efficiently. Any construction operations and products which are unnecessarily resource intensive of the building should be optimized to eliminate unnecessary use of energy, water, and raw materials.
3. Provide a healthy and productive indoor environment. Use low volume hazardous, toxic, or odiferous, provide ventilation.
4. Conserve, restore, and protect the land and the site should be conducted in ways that protect the natural systems on and around the effected areas.
5. Enhance, restore, and protect the global environment. The work of the site should be conducted in ways that minimize releases of pollutants that affect the global environment and to avoid the need for materials that are polluting to manufacture.
6. Material selection and construction process goals: whether structures in the immediate future, or not, select building materials that based on an overall life-cycle assessment are the least damaging to the environment in their extraction, processing, use, and ultimate disposal.
7. All parties working on the project are expected to take reasonable actions to further the overall goals stated above.

Note: these are to inherent in any permission requirements that conflict unnecessarily with these goals.

GENERAL REQUIREMENTS

1. All work shall conform to the most current "FLORIDA BUILDING CODE" (FBC) and all other applicable codes and ordinances. Any deviating assembly, exterior wall finishing, surfacing, glazing, doors, skylights, operation and measurable windows, glass fibers, panels, exterior/interior structural panels, including those made of fiberboard, reinforcement, particleboard, gypsum/wood, a Plastics Product Approving Number shall be installed according to its product approved manual, where approved, or Professional Engineer of Record designates otherwise.
2. Obtain all required permits for the proper legal execution of the work described in these drawings and specifications.
3. Guarantee: Contractor's and all subcontractor work shall be guaranteed for a minimum of one year from completion date. Replace, or repair any work found defective as a result of defective materials or faulty workmanship, without additional cost to the owner.
4. All contracting parties shall agree to all costs, including but not limited to, permits, fees, inspections, and taxes.
5. Contractor shall compare the documents with one another and shall verify all dimensions on drawings and conditions at the job site prior to the start of any work and report any and all discrepancies in the documents in writing before proceeding with the work. Figure dimensions shall take precedence over scale dimensions at all times.
6. Conduct pre-construction conferences as required by other notes.
7. Contractor shall visit the site to review existing conditions and shall report any discrepancies between these conditions and the information shown on the construction documents to the architect prior to commencing the work.
8. Contractor shall take adequate measures to protect existing and neighboring facilities, structures, and utilities from damage during construction.
9. Contractor shall submit shop drawings of all fabricated items for Architect's approval prior to fabrication and installation. Refer to mechanical specifications for submittal requirements.
10. Contractor shall schedule a pre-construction conference with owner and architect prior to commencement of work.
11. Contractor shall coordinate and schedule work by trades, subcontractors, and other providers to ensure that the work, when completed, will be in accordance with the intent of the Construction Documents.
12. All details and sections on the drawings are intended to be typical and shall be considered to apply to any similar situation elsewhere in the Project, except where a different detail is indicated.
13. At the Contractor's option, a portion of the Project's construction may take place at an adjacent site, as so determined. If the Contractor intends to make use of the site, it shall be included in the "Work Zone" described below. It shall be the responsibility of the Contractor (but subcontractors to gather available information and visit both sites to acquaint themselves with the location and condition of all existing facilities and underground/overhead utilities and "Work" all relevant Construction Documents and utility information prior to submitting bids or proposals.
14. Contractor shall use the site to review site access conditions and shall begin work to minimize damage to existing construction. Provide a site diagram showing expected use of site including dumpster placement, crane sheet, equipment access areas, and employee and subcontractor parking areas. The area of the site used by the Contractor shall be known as the "Work Zone". Contractor shall perform maintenance in the "Work Zone".
15. The contracting parties shall agree as a boundary separating the "Work Zone". Contractor shall be responsible for maintaining a landscape "Work Zone". Owner shall provide maintenance of property outside of "Work Zone".

PERMIT STATUS

1. Architect shall not be responsible for, and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the work, and Architect will not be responsible for Contractor's failure to carry out the work in accordance with this Contract. Consistently, Architect shall not be responsible for or have control or charge over the acts or omissions of the Contractor, subcontractor, or any of their agents or employees, or any other persons performing any of the work.

SUBSTITUTION REQUEST

1. When the specification is based on a named product, priority for named product or submit 3 comparable product for review. Acceptance of substitutions shall be at the sole discretion of the Architect. Others required by FBC. All products/manufacturers must have a Product Approval Number. If products are part of a sustainable design certification (e.g. LEED), Contractor shall provide proof that the requirements for the product were met by the substituted product.

PLANS/SPECS

1. Carry such dimensions shall be given to the Contractor and checked prior to beginning construction. They shall be confirmed to the Contractor's proposals and checked by the Contractor's request for payment. Contractor of Millenia, Owner shall not be liable for payment of lump sum allowances not used in the project.

OWNER-ARCHITECT ITEMS

1. Owner shall have the right to perform construction and award separate contracts. Prior to beginning construction the parties must agree on a process regarding the mutual responsibilities and relevant should delays, improper shop solutions, or defective construction occur on the part of either party. Where an item is to be Owner-provided and the cost is known, a multiplier's amount shall be included in the sum of the Contractor's estimate or values, all parties shall agree upon fees associated with the Contractor's coordination of Owner's separately contracted work.

Index of Drawings

Sheet Number	Sheet Name	Sheet Issue Date	Current Revision	Current Revision Date
A0.01	COVER SHEET	01/16/19		
A0.02	CODE SHEET	01/16/19		
A0.03	LIFE SAFETY PLANS	01/16/19		
A0.04	PROGGET NOTES	01/16/19		
A0.10	OVERALL FLOOR PLAN	01/16/19		
A1.01	FIRST FLOOR PLAN	01/16/19		
A1.02	FIRST FLOOR REFLECTED CLG PLAN	01/16/19		
A1.03	SECOND FLOOR PLAN	01/16/19		
A1.04	SECOND FLOOR REFLECTED CLG PLAN	01/16/19		
A2.01	ELEVATIONS	01/16/19		
A2.02	ELEVATIONS	01/17/19		
A3.01	BUILDING SECTIONS	01/16/19		
A3.02	BUILDING SECTIONS	01/16/19		
A5.01	TYPICAL WALL SECTIONS	01/16/19		
A6.01	STAIR PLANS AND SECTIONS	01/16/19		
GEN	GENERAL NOTES	01/16/19		
S1.01	FIRST FLOOR STRUCTURAL PLAN	01/16/19		
S1.00	GROUND FLOOR STRUCTURAL PLAN	01/16/19		
S1.02	SECOND FLOOR STRUCTURAL PLAN	01/16/19		
S2.01	DETAILS	01/16/19		
S3.01	SECTIONS	01/16/19		
S4.01	STRUCTURAL SECTIONS	01/16/19		
P-100	PLUMBING GENERAL NOTES	01/16/19		
P-101	PLUMBING CONNECTIONS PLAN	01/16/19		
P-200	PLUMBING DETAILS	01/16/19		
M-100	MECHANICAL NOTES AND SCHEDULES	01/16/19		
M-101	MECHANICAL 1ST FLOOR PLAN	01/16/19		
M-102	MECHANICAL 2ND FLOOR PLAN	01/16/19		
M-103	MECHANICAL ROOF PLAN	01/16/19		
M-200	MECHANICAL DETAILS	01/16/19		
E-100	ELECTRICAL NOTES AND PANEL SCHEDULES	01/16/19		
E-101	ELECTRICAL 1ST FLOOR PLAN	01/16/19		
E-102	ELECTRICAL 2ND FLOOR PLAN	01/16/19		
E-103	ELECTRICAL ROOF PLAN	01/16/19		
E-200	ELECTRICAL DETAILS	01/16/19		

Project Location



BUILDING CODE DATA

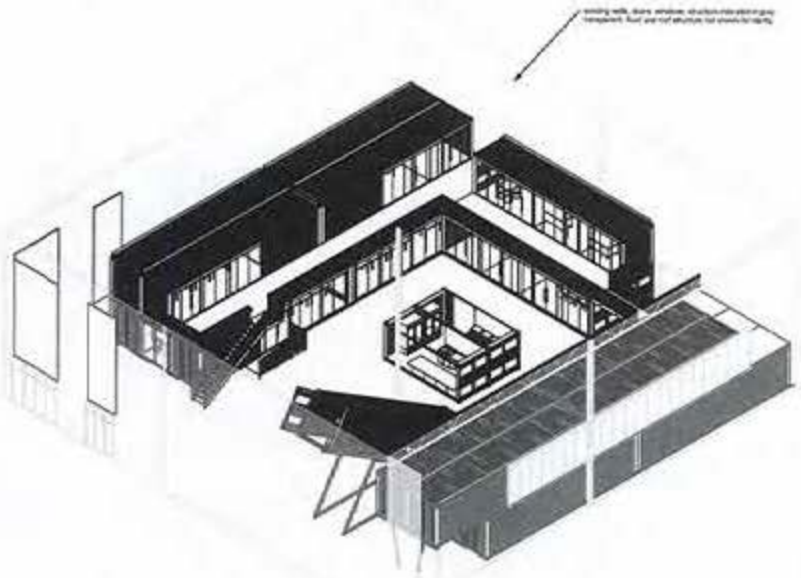
The building codes in effect are:

- Florida Building Code (FBC) 2017 – 6th Edition
- 2015 Florida Fire Prevention Code – 6th Edition
- NFPA 101 Life Safety Code – 2012 Edition

PROJECT NARRATIVE

Shipmonk Phase III Tenant Improvements, to base arrangement of 2K shopping containers (200 ct) to create two-story office space of 13,102 square feet within limits of slightly modify (13,000 square feet of floor area of the warehouse tenant improvement of Phase I and Phase II permit by others), to Riverbend Industrial Park. Specifics include: break area, storage, offices, conference rooms, and spaces for support staff. The area is less than 10 percent of the square of the primary use (N-1 Storage) and is therefore considered an Accessory's use.

Phase III Tenant Improvements (under separate permit) includes the addition of mezzanine and other tenant use spaces, and construction of demising walls to distinguish (Phase III areas). Demising walls not required to be fire rated except office areas total less than 10 percent of the warehouse area and thus separate.



3 Axo Views - New Work in Partial Existing
Warehouse Development

bndr

bndr llc
FLLICFA0000103

Calo Engineering

Calo Engineering

STEPHEN BENDER
AR 94746

No.	Description	Date

Shipmonk

400 Hillsboro Technology Drive
Deerfield Beach, Florida 33441

Shipmonk Phase III Tenant Improvements

2241 West Broward Boulevard
Ft. Lauderdale, FL 33312

COVER SHEET

Project number	21007
Date	2019-01-16
Drawn by	ACF
Checked by	SDB

A0.01

Scale: 12" = 1'-0"

© bndr llc 2019

2017 FLORIDA BUILDING CODE, 6th EDITION - BUILDING CODE SUMMARY FOR COMMERCIAL PROJECTS

PROJECT INFORMATION

Name of Project: Shipmonk Phase III Tenant Improvements
Address: 2201 West Broward Boulevard, Ft. Lauderdale, Florida 33312 Zip Code:
Proposed Use: ANCILLARY BUSINESS
Owner/Authorized Agent: JAN BENNW Phone #: E-mail:
Owned By: ☐ City/County ■ Private ☐ State
Code Enforcement Jurisdiction: ■ City ☐ County ☐ State

DEVELOPMENT ORDER NUMBER:

DESIGN PROFESSIONAL INFORMATION

LEAD DESIGN PROFESSIONAL: bndr llc, FL# AA26003354

DESIGNER	FIRM	NAME	LICENSE #	PHONE # ext.	E-MAIL
Architectural	bndr	Stephen D. Bender	AR94748	(732) 947-4585	sbender@bndr4.com
Civil					
Electrical	Calc				
Fire Alarm	Calc				
Plumbing	Calc				
Mechanical	Calc				
Sprinkler-Standpipe	Calc				
Structural	Calc				
Retaining Walls >5' High	n/a				
Other					

CODE INFORMATION

Florida Building Code 6th Edition (2017) code: ☐ New Construction ☐ Addition ☐ Upfit
Existing ■ Alteration ☐ Reconstruction ☐ Repair ☐ Renovation
Constructed: (Date) 2018 Original Use(s) (Ch. 3): S1 - Moderate hazard storage
Renovated: (Date) current Current Use(s) (Ch. 3): Mixed: S1 - Moderate hazard storage, B - Business
Proposed Use(s) (Ch. 3): Mixed: S1 - Moderate hazard storage, B - Business

911.2 Address Identification. Buildings are part of an existing address.

BASIC BUILDING DATA

Construction Type: (Check all that apply) ☐ I-A ☐ I-B ☐ II-A ☐ II-B ☐ III-A ■ III-B ☐ IV-HT ☐ V-A ☐ V-B

Sprinklers: ☐ No ☐ Partial ■ Yes ■ NFPA 13 ☐ NFPA 13R ☐ NFPA 13D
Standpipes: ■ No ☐ Yes Class: ☐ I ☐ II ■ III ☐ Wet ☐ Dry
Fire District: ■ No ☐ Yes (Primary) Flood Hazard Area: ☐ No ■ Yes
Building Height: Feet

FEMA FLOOD PANEL 12011C0556H
BASE FLOOD ELEVATION (BFE) +8.0 FT. NAVD88
DESIGN FLOOD ELEVATION (DFE) +8.0 FT. NAVD88
NOTE:
THE SUBJECT PROPERTY IS LOCATED
WITHIN THE FEMA FLOOD PLAIN AND REQUIRES TWO APPROVED ELEVATION CERTIFICATES BEFORE THE STRUCTURES CAN BE OCCUPIED. PLEASE BE INFORMED THAT TWO ELEVATION CERTIFICATES ARE REQUIRED DURING THE DEVELOPMENT PROCESS:
- FOUNDATION ELEVATION CERTIFICATE
- FINAL (AS-BUILT) ELEVATION CERTIFICATE AND FINAL INSPECTION REQUIRED BEFORE THE STRUCTURE CAN BE OCCUPIED.

Interior Gross Building Area (SQ FT):

TOTAL EXISTING BUILDING AREA: 221,542.00 sq.ft.
Phase III Build out: 13,102 sq.ft.

ALLOWABLE AREA / OCCUPANCY CLASSIFICATION

Occupancy(s):
Assembly ☐ A-1 ☐ A-2 ☐ A-3 ☐ A-4 ☐ A-5
Business ☐ B
Educational ☐ E
Factory ☐ F-1 Moderate ☐ F-2 Low
Hazardous ☐ H-1 Detonate ☐ H-2 Deflagrate ☐ H-3 Combust ☐ H-4 Health ☐ H-5 HPM
Institutional ☐ I-1 ☐ I-2 ☐ I-3 ☐ I-4
I-3 Condition ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5
Mercantile ☐ M
Residential ☐ R-1 ☐ R-2 ☐ R-3 ☐ R-4
Storage ■ S-1 Moderate ☐ S-2 Low ☐ High-Piled
☐ Parking Garage ☐ Open ☐ Enclosed ☐ Repair Garage
Utility & Miscellaneous ☐ U

Accessory Occupancy:
Assembly ☐ A-1 ☐ A-2 ☐ A-3 ☐ A-4 ☐ A-5
Business ■ B
Educational ☐ E
Factory ☐ F-1 Moderate ☐ F-2 Low (Metal products, fabrication and assembly)
Hazardous ☐ H-1 Detonate ☐ H-2 Deflagrate ☐ H-3 Combust ☐ H-4 Health ☐ H-5 HPM
Institutional ☐ I-1 ☐ I-2 ☐ I-3 ☐ I-4
I-3 Condition ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5
Mercantile ☐ M
Residential ☐ R-1 ☐ R-2 ☐ R-3 ☐ R-4
Storage ☐ S-1 Moderate ☐ S-2 Low ☐ High-Piled
☐ Parking Garage ☐ Open ☐ Enclosed ☐ Repair Garage
Utility & Miscellaneous ☐ U

Incidental Uses: (Table 509):
■ None: No incidental uses are included in the scope of work for this phase, Phase III
☐ Furnace room where any piece of equipment is over 400,000 Btu per hour input
☐ Rooms with boilers where the largest piece of equipment is over 15 psi and 10 horsepower
☐ Refrigerant machinery room
☐ Hydrogen cutoff rooms, not classified as Group H
☐ Incinerator rooms
☐ Paint shops, not classified as Group H, located in occupancies other than Group F
☐ Laboratories and vocational shops, not classified as Group H, located in a Group E or I-2 occupancy
☐ Laundry rooms over 100 square feet
☐ Group I-3 cells equipped with padded surfaces
☐ Group I-2 waste and linen collection rooms
☐ Waste and linen collection rooms over 100 square feet
☐ Stationary storage battery systems having a liquid electrolyte capacity of more than 50 gallons, or a lithium-ion capacity of 1,000 pounds used for facility standby power, emergency power or uninterrupted power supplies
☐ Rooms containing fire pumps
☐ Group I-2 storage rooms over 100 square feet
☐ Group I-2 commercial kitchens
☐ Group I-2 laundries equal to or less than 100 square feet
☐ Group I-2 rooms or spaces that contain fuel-fired heating equipment

Special Uses: ☐ 402 ☐ 403 ☐ 404 ☐ 405 ☐ 406 ☐ 407 ☐ 408 ☐ 409 ☐ 410 ☐ 411 ☐ 412 ☐ 413 ☐ 414 ☐ 415 ☐ 416 ☐ 417 ☐ 418 ☐ 419 ☐ 420 ☐ 421 ☐ 422 ☐ 423 ☐ 424 ☐ 425 ☐ 426 ☐ 427 ☐ 428 ☐ 429 ☐ 430 ☐ 431 ☐ 432 ☐ 433 ☐ 434 ☐ 435 ☐ 436 ☐ 437 ☐ 438 ☐ 439 ☐ Ch. 30 ☐ 3109

Special Provisions: ☐ 510.2 ☐ 510.3 ☐ 510.4 ☐ 510.5 ☐ 510.6 ☐ 510.7 ☐ 510.8 ☐ 510.9
Mixed Occupancy: ☐ No ■ Yes Separation N Hr. Exception

ALLOWABLE HEIGHT

508.3 Nonseparated occupancies.
508.3.2 The allowable building area and height of the building or portion thereof shall be based on the most restrictive allowances for the occupancy groups under consideration for the type of construction of the building in accordance with Section 503.1.

	ALLOWABLE (TABLE 503)	INCREASE FOR SPRINKLERS	PROJECT COND.	CODE REF.
Type of Construction	Type III-B, S		Type II-B, S	
Building Height in Feet	Feet 75	Feet + H + 2F = 95	Feet 42	
Building Height in Stories	Stories 4	Stories + 1 = 5	Stories 2	

ALLOWABLE AREA

503, Building area limitation as determined by the definition of "Area, building," per story, for Business, 67,000 square feet. Note: Accessory business use in existing S-1 occupancy does not impact allowable area.

FIRE PROTECTION REQUIREMENTS

TABLE 508.4 REQUIRED SEPARATION OF OCCUPANCIES (HOURS) for B/S-1, N = No separation requirement.

Life Safety Plan Sheets: Refer to sheet A0.03

705.3 Buildings on the same lot shall be assumed to have an imaginary line between them.
Exception: unless aggregate area of such buildings is within the limits specified in Chapter 5 for a single building.

FINISHES

TABLE 803.11, Interior finish requirements, rooms and enclosed spaces by occupancy.
Group S areas: Class C.

EGRESS

TABLE 1017.2 EXIT ACCESS TRAVEL DISTANCE for S-1 Occupancy, sprinklered, is 400 feet. Accessory occupancy Group B, Business is 300 feet.

Exit access is permitted through intervening spaces when areas are accessory to each other.

LIFE SAFETY SYSTEMS - EXISTING OR NEW SYSTEMS - REQUIRED FOR ALL PROJECTS

Automatic Fire Sprinkler:	☐ No	■ Yes
Emergency Lighting:	☐ No	■ Yes
Exit Signs:	☐ No	■ Yes (Emergency and required exit lights at doors that require only one exit.)
Fire Alarm:	☐ No	■ Yes
Smoke Detection Systems:	☐ No	■ Yes ☐ Partial
Panic Hardware:	☐ No	■ Yes

* manually operated horizontal sliding doors are permitted in a means of egress from spaces with an occupant load of 10 or less

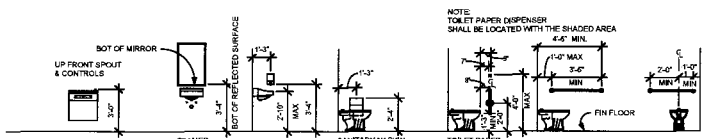
LIFE SAFETY PLAN REQUIREMENTS

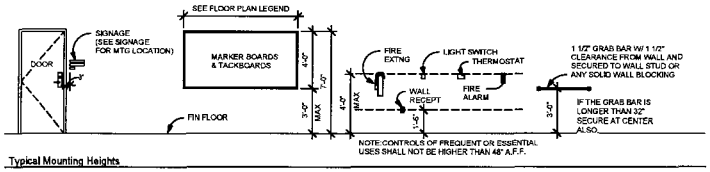
Life Safety Plan Sheet #: A0.03

- ☐ Fire and/or smoke rated wall locations (Chapter 7)
- ☐ Assumed and real property line locations
- ☐ Exterior wall opening area with respect to distance to assumed property lines (705.8)
- ☐ Existing structures within 30' of the proposed building
- ☐ Occupancy types for each area as it relates to occupant load calculation (Table 1004.1.2)
- ☐ Occupant loads for each area
- ☐ Exit access travel distances (1017)
- ☐ Common path of travel distances (1014.3 & 1026.8)
- ☐ Dead end lengths (1018.4)
- ☐ Clear exit widths for each exit door
- ☐ Maximum calculated occupant load capacity each exit door can accommodate based on egress width (1005.1)
- ☐ Actual occupant load for each exit door
- ☐ A separate schematic plan indicating where fire rated floor/ceiling and/or roof structure is provided for purposes of occupancy separation
- ☐ Location of doors with panic hardware (1008.1.10.1)
- ☐ Location of doors with delayed egress locks and the amount of delay (1008.1.9.7)
- ☐ Location of doors with electromagnetic egress locks (1008.1.9.9)
- ☐ Location of doors equipped with hold-open devices
- ☐ Location of emergency escape windows (1029)
- ☐ The square footage of each fire area (901.7)
- ☐ The square footage of each smoke compartment (422.3)
- ☐ Note any code exceptions or table notes that may have been utilized regarding the items above

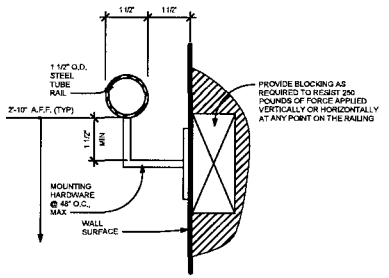
ABBR.		ABBR.		ABBR.	
A.F.F.	ABOVE FINISHED FLOOR	EQ	EQUAL	NIC	NOT IN CONTRACT
ALUM	ALUMINUM	EQUIP	EQUIPMENT	NOM	NOMINAL
ALT	ALTERNATE	ETC	ETCETERA	O.A.	OVER ALL
AP	ACOUSTICAL PANEL	E.W.	EACH WAY	O.C.	ON CENTER
APC	ACOUSTICAL PANEL CEILING	EXIST	EXISTING	OPN'G	OPENING
APPl	APPLIANCE(S)	EXP. JT	EXPANSION JOINT	P.C.	PRECAST
BD	BOARD	FL'SHG	FLASHING	O.F.O.I.	OWNER FURNISHED, OWNER INSTALLED
BLK	BLOCK	FT	FOOT/FEET	PERIM	PERIMETER
BOT	BOTTOM	FTG	FOOTING	PREFAB	PREFABRICATED
BRG	BEARING	FURR	FURRING	PLYWD	PLYWOOD
B.U.R.	BUILT-UP ROOF	F.W.	FULL WIDTH	PS	PROJECTION SCREEN
C.J.	CONTROL JOINT	GA	GAUGE	P.T.	PRESSURE TREATED
C.L.	CHAIN LINK	GALV	GALVANIZED	Q.T.	QUARRY TILE
CLG	CEILING	HC	HANDICAPPED	RAD	RADIUS
CMU	CONCRETE MASONRY UNIT	HDG	HOT-DIPPED GALVANIZED	REFRIG	REFRIGERATOR
COL	COLUMN	HGT	HEIGHT	REINF	REINFORCED
COMP	COMPOSITION	HORZ	HORIZONTAL	REQ'D	REQUIRED
CONT	CONTINUOUS	HW	HOT WATER	SHT	SHEET
CTG	COATING	INSUL	INSULATION	SIM	SIMILAR
CV	CENTRAL VACUUM	JST	JOIST	SQ	SQUARE
DBL	DOUBLE	JTS	JOINTS	STL	STEEL
DISP	DISPENSER	L	ANGLES	STRUC	STRUCTURE/STRUCTURAL
D.S.	DOWNSPOUT	MFR	MANUFACTURER	STL	STAINLESS STEEL
DWGS	DRAWINGS	MAX	MAXIMUM	TYP	TYPICAL
EA.	EACH	MECH	MECHANICAL	U.O.N.	UNLESS OTHERWISE NOTED
E.J.	EXPANSION JOINT	MIN	MINIMUM	VERT.	VERTICAL
ELEC	ELECTRICAL	MTD	MOUNTED	W/	WITH
		MTL	METAL	WD	WOOD
				W.W.F.	WELDED WIRE FABRIC

Typical Abbreviations

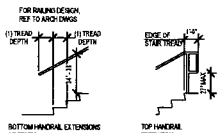




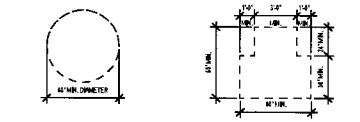
Typical Mounting Heights

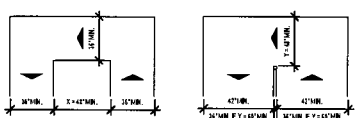


Wall Mtd. Handrail

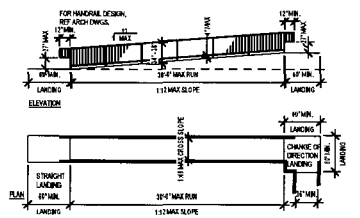


Handrail Extension Requirements





Turning Space Requirements



Ramp Requirements

bndr
bndr llc
FL LIC# AA26001823

Structural Engineering Consultant:
Calc Engineering
3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 594-9995
masoos@calcking.com
Engineering Business CA Certification: 32566

MEP Engineering Consultant:
Calc Engineering
3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 594-9995
masoos@calcking.com
Engineering Business CA Certification: 32566

STEPHEN BENDER
AR 94748

No.	Description	Date

Shipmonk
400 Hillsboro Technology Drive
Deerfield Beach, Florida 33441

Shipmonk Phase III
Tenant Improvements
2201 West Broward Boulevard
Ft. Lauderdale, FL 33312

CODE SHEET

Project number	01807
Date	2019-01-14
Drawn by	ACF
Checked by	SDB

A0.02

Scale: As indicated

(C) bndr llc 2018

1/17/2019 4:16:50 PM

Jobs to be Created by ShipMonk Over the Next 5 Years

Job Title	#	Brief Job Description	Annual Average Salary	Industry Average Salary	Experience/Education/Skills Required
Warehouse Associate	300	Picking & Packing, Shipping	$24,500	$24,000	Manual Skills, PC Skills
Forklift Driver	50	Forklift Driving	$31,200	$28,800	Forklift experience & Certification
Warehouse Supervisor	20	Warehouse Associates Management	$42,000	$48,400	2+ Years Fulfillment/Warehousing
Warehouse Line Manager	8	Warehouse Supervisors Management	$50,000	$50,000	3+ Years Fulfillment/Warehousing
Happiness Engineer	10	Account Managing	$35,000	$33,950	
Sales Representative	10	Business Development	$35,000 + Commissions	$35,000 + Commissions	
Marketing Representative	10	Company Branding & Marketing	$42,200	$42,200	
Executive	5	CFO, COO, etc.	$230,000		
General Office	5		$35,000		
Total	418				

Page 3 - Ownership Breakdown

Stockholder	Address	From	To	Ownership (%)
Jan Bednar	809 SE 13th Ct, Deerfield Beach, FL 33441	1/1/2017	Present	69.85%
PCT s.r.o (Vladimir Bednar)	809 SE 13th Ct, Deerfield Beach, FL 33441	1/1/2017	Present	2.55%
Kevin Sides	929 Kokomo Key Ln, Delray Beach, FL 33483	1/1/2017	Present	1.70%
Jonathan Smith	1470 SW 4th Terrace, Deerfield Beach, FL 33441	1/1/2017	Present	1.70%
Vaclav Jares	809 SE 13th Ct, Deerfield Beach, FL 33441	1/1/2017	Present	1.91%
Jim Ryan	4161 NW 66th Ave, Coral Springs, FL 33067	1/1/2017	Present	0.09%
Tom Mersch	2429 NW 36th Street, Boca Raton, FL 33431	1/1/2017	Present	0.17%
Jonathan Fichman	9324 NW 10th Street, Plantation, FL 33322	1/1/2017	Present	0.09%
Geno Valdes	1918 East Lafayette Place, Milwaukee, WI 53202	1/1/2017	Present	0.09%
Bob Nelson	1310 NE 27th Way, Pompano Beach, FL 33062	1/1/2017	Present	0.09%
Sabina Belohuba	809 SE 13th Ct, Deerfield Beach, FL 33441	1/1/2017	Present	0.85%
Tomas Funk	4611 N Federal Hwy #442, Pompano Beach, FL 33064	1/1/2018	Present	0.20%
Jaroslav Fidra	17. listopadu 1293, Mlada Boleslav, Czech Republic	1/1/2017	Present	0.21%
SJF Ventures IV, L.P.	200 N Mangum St, Suite 203, Durham, NC 27701	10/26/2018	Present	7.99%
SJF Ventures IVA, L.P.	201 N Mangum St, Suite 203, Durham, NC 27701	10/26/2018	Present	0.54%
Grotech Ventures III, LLC	230 Schilling Circle, Suite 362, Hunt Valley, MD 21031	10/26/2018	Present	6.21%
Supply Chain Ventures, Fund 1	148 Hills Beach Road, Suite 200, Biddeford, ME 04005	10/26/2018	Present	0.08%
Supply Chain Venture Consulting, LLC (Dan Dershem)	10604 Deer Ridge Court, Zeeland, MI 49464	10/26/2018	Present	0.08%
Malcolm Butters	1492 Thatch Palm Drive, Boca Raton, FL 33432	10/26/2018	Present	0.39%
Jim Ryan	4161 NW 66th Ave, Coral Springs, FL 33067	10/26/2018	Present	0.08%
Jose Li	7900 Nova Drive, Suite 208, Ft. Lauderdale, FL 33324	10/26/2018	Present	0.04%
Luis Kitsutani Yoshimoto	Simoni 294 - San Borja, Lima 41, Peru	10/26/2018	Present	0.04%
Jorge Dona	601 NE 36th St, Unit 1201, Miami, FL 33137	10/26/2018	Present	0.08%
Ellen Riley Wong	2125 Sea Pines Way, Coral Springs, FL 33071	10/26/2018	Present	0.02%
Class B Shares Available	N/A	10/26/2018	Present	5.00%
TOTALS				**100.00%**

A business plan which describes the company mission, market analysis, applicant capacity, economic analysis and project feasibility, a brief history and description of the company (including the founding of the company), overview of operations, product information, customer base, method and areas of distribution, primary competitors and suppliers within the County.

ShipMonk provides multi-channel order fulfillment services and inventory management software to small and midsized (SMB) e-commerce companies. ShipMonk enables SMBs to focus on building their brands and achieving growth rather than backend logistics. API integrations sync directly with customers' online shopping cart and marketplace platforms to automatically import orders processed seamlessly at ShipMonk's two bicoastal warehouse locations. The software provides complete product visibility and order controls. ShipMonk saves customers money while providing a scalable supply chain solution at service levels difficult to achieve on their own.



Most successful e-commerce companies have a penchant for branding, marketing, and product development, but supply chain management is among the most complex and underestimated components of any e-commerce business. E-commerce platforms such as Shopify have simplified the process of selling online, but the fulfillment process remains antiquated. Most SMBs juggle multiple products and services for various steps of the fulfillment process and often none of these systems talk to each other, which leads to inefficiencies and mistakes. Companies soon find out their lack of experience in running fulfillment operations stagnates their ability to scale. Fulfillment is a business unto itself. Amazon has also increased consumer expectation for faster delivery and seamless logistics that is near impossible for smaller e-commerce business to compete with on their own.

ShipMonk enables e-commerce business to focus on building their brands and achieving growth through industry-leading multi-channel fulfillment services and software. It provides a single technology platform that integrates all the products and services SMBs need and acts as their outsourced logistics arm, which is cheaper and allows small businesses to grow without worrying about their logistics infrastructure. ShipMonk spends 100% of its time focusing on optimizing fulfillment, leveraging its scale, and continuing to innovate, which are challenging for SMBs to replicate on their own.



ShipMonk saves its clients costs that are associated with warehouse leases, labor, insurance, and associated operational expenses by being experts in these areas and the efficiencies of spreading out the costs over hundreds of clients. This allows customers to pay for only the space and order volume they need. ShipMonk is also able to negotiate better shipping rates and bulk discounts due to its aggregated volume. The example below compares the cost savings for a 1,000 order/month client:



ShipMonk offers the ability to immediately scale fulfillment operations to handle customers' business growth in multiple channels without negatively impacting quality. It removes the headaches associated with finding additional warehouse space and hiring up employees. Having the agility to scale up and down quickly for promotions, flash sales, and peak seasons is easily achieved. Outsourcing fulfillment also enables customers to quickly enter new markets and better serve new geographies without having to establish their own infrastructure. ShipMonk can accommodate unique customer packing requests, such as subscription boxes made up of products from different sellers and can accommodate the needs of its diverse customer base. Finally, ShipMonk's brand and voice in the market reflect simplicity of pricing, ease of use, and a youthful, tech-forward take on an industry that consists of large, opaque and technical-sounding companies like Newgistics and Genco, among many others.

ShipMonk's positioning in the market is centered around reducing stress (hence the "zen" monk) and enabling companies to grow by delivering reliable fulfillment and logistics services with personal attention and leading technology. A simple overview is provided in this short video.

ShipMonk's primary, direct competitors include ShipBob, Whiplash, Shipwire, and local/regional fulfillment companies, although none of these businesses offer the same full suite of products and services and the exceptional customer service that ShipMonk provides to its customers. Additionally, there are platforms like Shopify and Squarespace (as mentioned above) that eventually could offer their own fulfillment services, but do not currently do so. Further, ShipMonk serves as the fulfillment company of choice for many Shopify and Squarespace users.

The company was founded by CEO Jan Bednar. Jan, originally from the Czech Republic, came to the U.S. for school and started his own shipping business during college. Over time this evolved into ShipMonk through a series of business plan competitions and an accelerator class and in 2018, Jan was named to the Forbes 30 Under 30 list, a notable accomplishment for Jan personally and for the company.

To date, ShipMonk has generated impressive revenue growth and sees this as a continuing trend, as the company continues to close new accounts from its healthy customer pipeline. What is quite exciting to business leadership is that as the company continues to grow, ShipMonk can hire more team members and expand its presence in Florida. ShipMonk currently operates out of a 45,000 square foot facility in Deerfield Beach, but as a rapidly scaling business, is moving from its Deerfield Beach warehouse to a much larger facility in Fort Lauderdale that is in an economically distressed area of the city. The additional space will allow the company to grow its operations and workforce substantially, and ShipMonk remains focused on hiring individuals from the local community. When considering where to relocate, ShipMonk's commitment to Fort Lauderdale remained core to its search for new real estate, as the company wanted to ensure it could contribute to the city's development. ShipMonk looks forward to offering quality employment opportunities to members of its new neighboring low-income community.

In order to make the new empty warehouse operational, ShipMonk must do extensive renovations to the building. Much of the warehouse will house the company's customers' products and serve as the picking, packing, and shipping hub. A separate, smaller part of the facility will be renovated into the ShipMonk corporate offices. The company is dedicated to creating a happy, healthy, and safe workplace for its employees, particularly for its warehouse workers who make up most of its workforce. Renovation plans include a sizeable break room for warehouse workers to rest during breaks and between shifts, nice restrooms and showers for employees, and an outdoor space where employees can gather, spend time getting to know one another, and enjoy the Florida weather.

ShipMonk Board Member Biographies

Daniel Geballe, SJF Ventures, ShipMonk Board Observer:

Daniel Geballe is a Principal in the California office of SJF Ventures. Prior to SJF, Dan worked for DBL Investors (summer associate), Corporation for Enterprise Development and Fisher Investments.

Dan has a bachelor's degree in anthropology and master's degree in environmental management from Yale University and an MBA from the Stanford Graduate School of Business. He serves on the boards of the Levi Strauss Foundation and the Koshland Committee of the San Francisco Foundation and is on the advisory board of Butler Koshland Fellowships.

David Griest, SJF Ventures, ShipMonk Board Member:

David Griest is a Managing Director at SJF Ventures and based in Seattle. He joined SJF in 2004 and has served as a Board Director or Observer for SJF portfolio companies Aseptia (sustainable food processing technology), BioSurplus (used laboratory equipment), HYLA (mobile device trade-in and reuse solutions), Intechra (electronics lifecycle management), Novinium (power cable rejuvenation), Optoro (returned & excess goods solutions), Rustic Crust (all-natural and organic pizza products), Salvage Direct (online salvage vehicle auction), ShipMonk (fulfillment & inventory management), and Telkore (wireless infrastructure services). David was previously with Croft & Bender, an investment bank in Atlanta that provides venture capital, M&A and other financial advisory services for middle market and emerging growth companies in the Southeast. He also helped manage C&B Capital, a private equity fund that selectively invests venture capital for emerging growth companies, growth capital for more established companies, and leveraged acquisitions and recapitalizations for growth-oriented companies with strong cash flows.

David has an MBA from the Yale School of Management and a BBA in Finance from the University of Georgia. He enjoys mountaineering and hiking to each of the 50 states' high points.

Hans Hickler, ShipMonk Board Member:

With 25+ years of experience in transportation and supply chain logistics, Hans now serves as an advisor to CEOs, executives, startup entrepreneurs and social entrepreneurs. He has his own global coaching and advisory practice with a significant client base in the US and Brazil. Prior to starting his own business, Hans was the CEO of Asia Pacific for Agility Logistics, which operated in more than 20 countries and hired over 7,000 employees. Hans also served on the company's Global Management Board. He also was DHL's CEO for Global Customer Solutions, heading sales of customer solutions across the DHL Supply Chain, Warehousing & Distribution, Forwarding and Express Business Units. Hans served as CEO of DHL Express USA and CEO of APL Logistics, also sitting on the global boards of both organizations.

Hans is a recognized leader in the Logistics and Transportation industry, and sits on various

industry Boards, including ShipMonk's. In 2009, Hans received the prestigious Executive of the Year award by the Strategic Account Management Association. He is a published author, incorporating his work into curricula and lesson plans for his clients. Hans is a member of YPO and the Ashoka Support Network.

Jan Bednar, ShipMonk, ShipMonk Board Member:

Jan founded ShipMonk in 2014 to change the way ecommerce companies manage their supply chain and ship orders to their customers through game changing software, automation and exceptional service. Jan's passion for problem solving, operations and technology has enabled him to bootstrap and build ShipMonk into what it is today.

In just a little over 3 years, Jan led ShipMonk from $0 to over $30,000,000 in annual recurring revenue, 3 locations around the world and over 120 exceptional, full time employees. All without external funding. ShipMonk is currently helping over 1,000 e-commerce companies to deliver over a million of their amazing products every month to customers around the world.

Originally from the Czech Republic, Jan moved to the U.S to go to school with a dream of starting his entrepreneurial journey at the age of 17. Jan founded ShipMonk after graduating from Florida Atlantic University in 2014.

Jim Stollberg, ShipMonk Board Member:

Resume attached here.

Julia Taxin, Grotech Ventures, ShipMonk Board Observer:

Julia Taxin is a Partner at Grotech Ventures. Julia brings over 10 years of experience in venture capital, finance, and consulting to Grotech Ventures. Prior to joining Grotech, she spent time at Sandbox Industries focused on evaluating new investment opportunities and working with portfolio companies and management teams on growth strategies. She began her career as a IT consultant at PwC in Chicago where she focused on Oracle implementations and supply chain optimization.

Julia currently serves on the board at Airside Mobile, Backbone PLM, ChurnZero and The Mom Project. She also holds board observer roles at Ceros, Cloud Elements, Contactually and Optoro among others. Julia is a member of the Venture Committee at Vinetta DC and previously served as an investment advisory board member of CIT GAP Funds from 2013-2016.
Julia holds a BS in Finance from the University of Florida and an MBA from the University of Chicago's Booth School of Business with concentrations in Finance and Entrepreneurship.

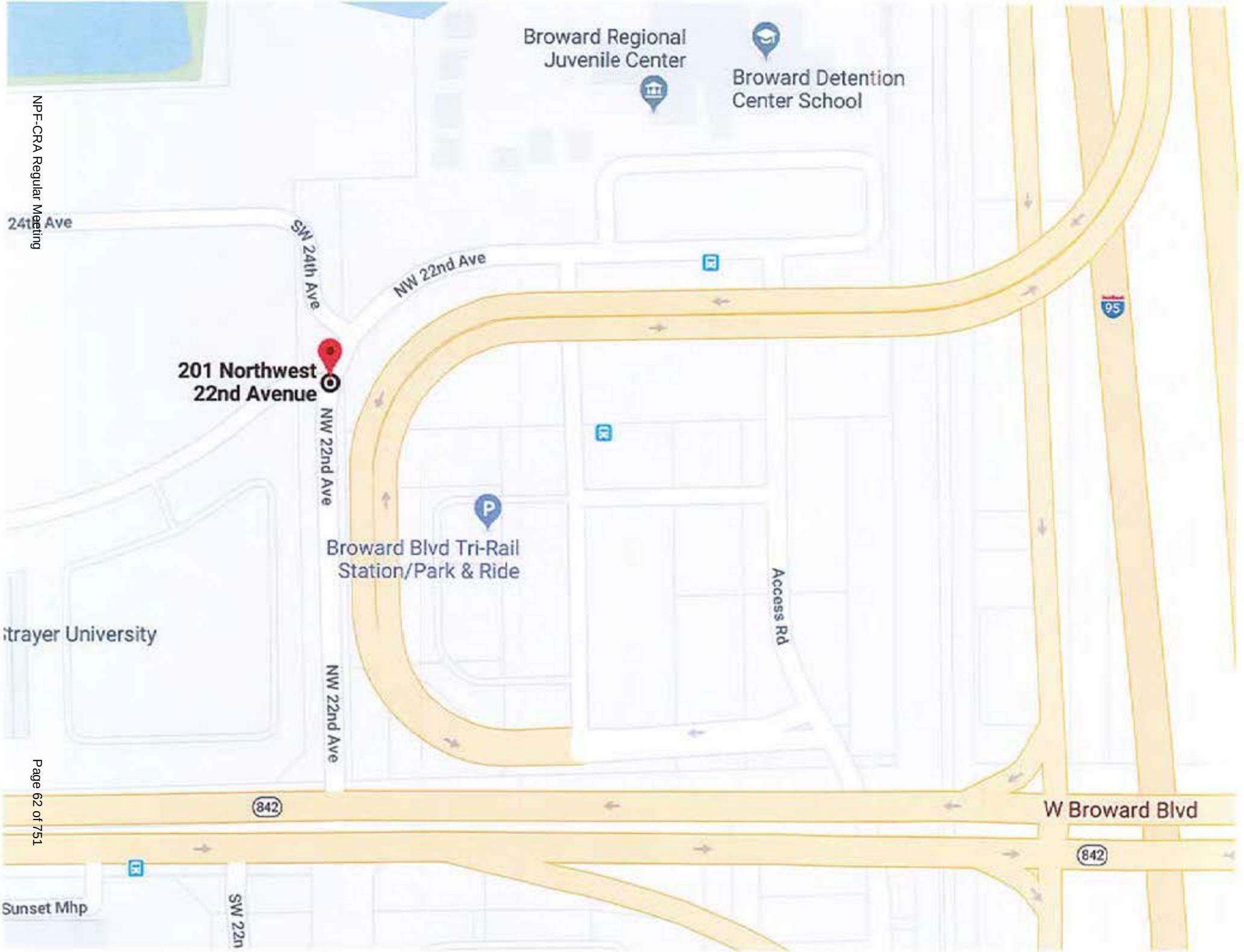
Lawson DeVries, Grotech Ventures, ShipMonk Board Member:

Lawson DeVries joined Grotech Ventures in 2005 and is a General Partner at the firm. He focuses primarily on investment opportunities in enterprise software and tech-enabled services.

Lawson currently serves on the boards of Atavium, Ceros, CrowdStreet, DirectScale, Optoro, RedPoint Global, ShipMonk, TaskEasy, Tethr and UrbanBound. He has also worked closely with a number of other prior Grotech portfolio companies including NexGen Storage (acquired by Fusion-io), LogRhythm (acquired by Thoma Bravo), Logi Analytics (acquired by Marlin Equity) BroadSoft (NASDAQ: BSFT; acquired by Cisco), Collective Intellect (acquired by Oracle) and Aztek Networks (acquired by GenBand).

Prior to joining Grotech Ventures, Lawson was in the Institutional Equity Sales division of the Buckingham Research Group, a boutique independent research firm. Previously he was in the Equity Research division at Deutsche Bank where he rolled out coverage on a new division of the Industrials sector that included Caterpillar, Deere and Co. and AGCO. Prior to this, Lawson was in Deutsche Bank's Health Care group covering Managed Care stocks.

Lawson has a BA in English Literature from Harvard University and an MBA from Duke University's Fuqua School of Business.


Broward Regional
Juvenile Center
Broward Detention
Center School
24th Ave
SW 24th Ave
NW 22nd Ave
201 Northwest
22nd Avenue
NW 22nd Ave
95
Broward Blvd Tri-Rail
Station/Park & Ride
Access Rd
trayer University
NW 22nd Ave
842
W Broward Blvd
842
Sunset Mhp
SW 22n

Occupant Load (per FBC Table1004.1.2)					
Name	Area	SF Type	Occ. Type	O.L.F	Occ. Load
B - Business					
N. Offices	1,826 SF	Gross	B - Business	100	19
W. Offices	618 SF	Gross	B - Business	100	7
S. Offices	1,868 SF	Gross	B - Business	100	19
Kitchen	302 SF	Gross	B - Business	100	4
Open Workspace	5,691 SF	Gross	B - Business	100	57
N. Offices 2	1,247 SF	Gross	B - Business	100	13
W. Offices 2	303 SF	Gross	B - Business	100	4
S. Offices 2	1,247 SF	Gross	B - Business	100	13
Total SF:	13,102 SF				136

EGRESS REQUIREMENT:
Main entrance/exit shall accomodate 1/2 occupant load. Total load (136)/2 = 68 occupants
Min. egress width (per FBC sec. 1005.3.2) = No. occupants (136) * 0.2" = 27.2"
Min. egress width provided: 44"

Min. stair width (per FBC sec. 1005.3.1) = No. occupants per floor (30) * 0.3" = 9"
Min. stair width provided: 36"

STORAGE S-1
COMMON PATH OF TRAVEL (MAX.) 100 FT.
DEAD END (MAX.) 15 FT.
TRAVEL DISTANCE (MAX.) 400 FT.

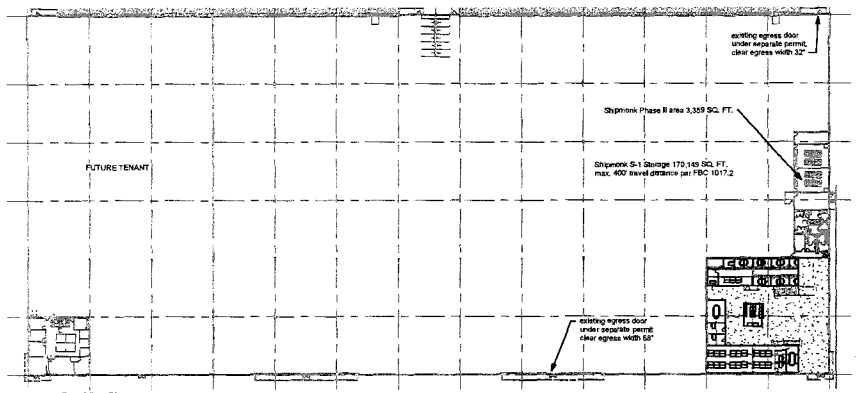
Life Safety Legend

- 180 — PRIMARY EGRESS W/ EXIT CAPACITY
- SECONDARY EGRESS (Windows to meet min requirements)
- EXIT SIGN
- FEC — FIRE EXTINGUISHER ON WALL BRACKET INSIDE FIRE EXT. CAB. (MOUNT A MAX OF 48" A.F.F. TO TOP OF HANDLE)
- 1-HR FIRE RATED WALL
- 2-HR FIRE RATED WALL

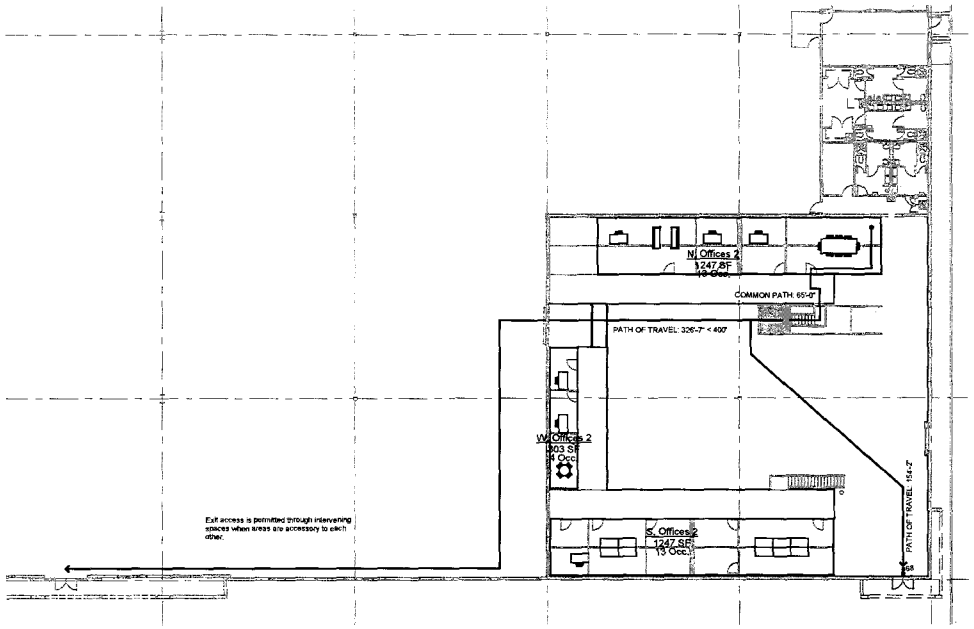
General Notes

Noncombustible insulation is indicated in drawings to comply with NFPA 13 8.15, combustible concealed spaces from which sprinkler protection can be omitted include spaces that are filled entirely with noncombustible insulation.

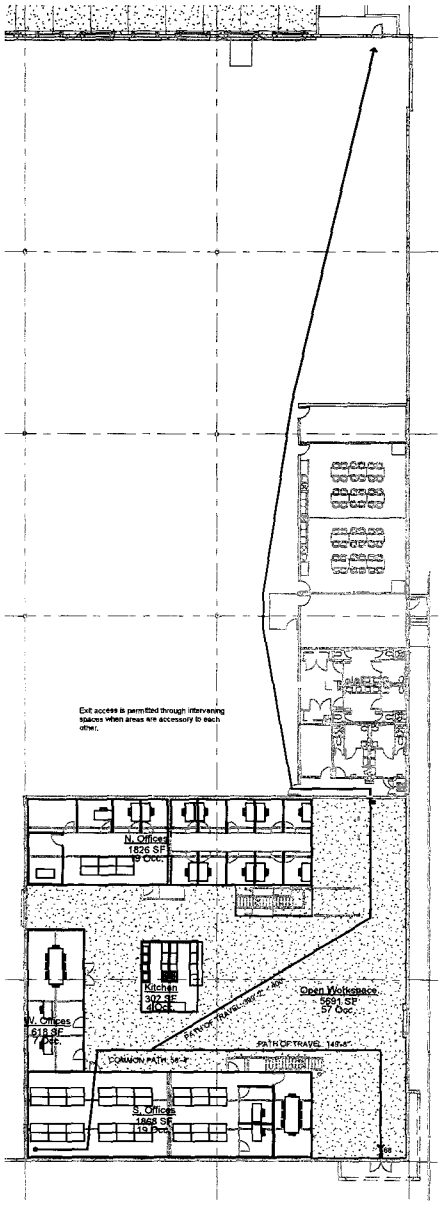
Modifications to existing fire sprinkler system design by contractor. A Contractor I, Contractor II, or Contractor IV, certified under s. 633.521, may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or alteration or deletion of not more than 49 head, notwithstanding the size of the existing fire sprinkler system.



1 Overall Building Plan
1" = 50'-0"



3 Second Floor Life Safety Plan
1/16" = 1'-0"



2 First Floor Life Safety Plan
1/16" = 1'-0"

bndr llc
FL LIC# AA26001823

Structural Engineering Consultant
Calc Engineering
3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 888-9995
maxood@calceng.com
Engineering Business CA Certification: 32566

MEP Engineering Consultant
Calc Engineering
3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 888-9995
maxood@calceng.com
Engineering Business CA Certification: 32566

STEPHEN BENDER
AR 94748

No.	Description	Date

Shipmonk
400 Hillsboro Technology Drive
Deerfield Beach, Florida 33441

Shipmonk Phase III
Tenant Improvements
2201 West Broward Boulevard
Ft. Lauderdale, FL 33312

LIFE SAFETY PLANS

Project number	01807
Date	2019-01-14
Drawn by	ACF
Checked by	SDB
Scale	As indicated

A0.03

1/17/2019 4:19:26 PM

(C) bndr llc 2019

PRODUCT NOTES

OWNER SUPPLIED ITEMS
TBD

EARTHWORK
Refer to Structural Drawings.

TERMITE CONTROL
Refer to Structural Drawings.

CONCRETE
Refer to Structural Drawings for concrete requirements.

MASONRY
Refer to Structural Drawings for masonry requirements.

METALS
Refer to Structural Drawings for structural steel requirements.

CARPENTRY
1. NOTICE TO WOOD PRODUCT SUPPLIERS: The Owner prefers to purchase wood products that are certified according to the guidelines of the Forest Stewardship Council (FSC). The Owner also prefers not to use any tropical wood or wood products. If any tropical wood or wood products are supplied, they must be FSC certified. Please provide the country of manufacture of each product expected to be supplied, as well as a list of FSC-certified products that are available.
2. Refer to Structural Drawings for structural framing/lumber requirements.
3. Provide BLOCKING in walls for mounting bathroom accessories supplied by Owner.
4. All framed wall cavities shall have FIREBLOCKING installed in concealed spaces of stud walls and partitions including furred spaces at ceiling and floor levels, at all interconnections between concealed vertical and horizontal spaces such as those that occur at soffits, drop ceilings, cove ceilings, and at openings around vents, pipes, ducts, chimneys, and fireplaces at ceiling and floor levels.
5. PRESERVATIVE TREATMENT: ACQ, except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPA C31 with inorganic borate (SBX). Refer to Structural Drawings for additional requirements.
6. TREAT ITEMS INDICATED ON DRAWINGS, AND THE FOLLOWING: wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete. Wood framing members less than 18 inches above grade. Wood floor plates that are installed over concrete slabs directly in contact with earth.
7. PLANK DECKING: 4" x 6" rough sawn green pine planks in lengths required for simple spans as indicated in the drawings.
8. INTERIOR PANELING (Plywood): 1/2 in (12mm) thick Carbonized Horizontal Unfinished Bamboo Plywood where indicated in Drawings.
9. INTERIOR STANDING AND RUNNING TRIM, OPAQUE FINISH: 3/4 inch (U.N.O.) smooth medium-density fiberboard (MDF) formaldehyde-free, pre-primed, square edge profile with eased corner.
10. HDPE Plastic: 0.375 inch HD polyethelene sheet material, recycled preferred (black) or "Natural" (white).

BUILDING INSULATION
1. EXTERIOR WALLS (interior side): Rigid Board insulation, EPS or XPS, with minimum r-value of 5.
2. INTERIOR CEILING: glass fiber batts containing minimum 25% post-consumer recycled content. non-combustible, fire block rated.
3. INTERIOR WALLS/ACOUSTICAL INSULATION : glass fiber batts containing minimum 25% post-consumer recycled content. non-combustible, fire block rated.
4. CONCEALED COMBUSTIBLE SPACES: all combustible concealed spaces shall be filled with noncombustible insulation.
5. FOAM SEALANT: for filling small gaps (< 1/2 inch) use minimal expension closed-cell polyurethane insulating foam sealant, Named product: "GREAT STUFF Gaps & Cracks" by Dow. For filling large gaps and holes (> 1/2 inch) use insulating foam sealant with greater insulation properties. Named product: "GREAT STUFF Big Gap Filler". For sealing windows and doors use a one-component, minimal-expanding, low pressure-build, flexible polyurethane foam. Named product: "GREAT STUFF PRO Window & Door Insulating Foam Sealant". [Environmental alternative foam sealant named product: "XtraFoam" minimal expanding foam sealant family, http://premiereindustrial.net/index.html,]

CLADDING

ROOF SYSTEM

JOINT SEALANTS
1. GENERAL: Minimize use of sealants, caulks, and adhesives through proper installation of building components and proper lapping of flashing, building paper, and trim.
2. EXTERIOR GENERAL USE: single-component polyurethane conforming to ASTM C920, Type S, Class 25, Grade NS; one-part silicone sealant. VOC content maximum 15 grams/liter; Acrylic/silicone water-based sealant, VOC content maximum 31 grams/liter.
3. EXTERIOR CONCEALED JOINS AND UNDER THRESHOLDS: one-part butyl rubber caulk conforming to FS TT-S-001657, Type I.
4. EXTERIOR CONCEALED JOINTS between two assembled rigid surfaces in compression: polyisobutylene sealant tape conforming to AAMA 804.1.
5. EXTERIOR AND INTERIOR HORIZONTAL JOINTS subject to pedestrian traffic: two-part polyurethane conforming to ASTM C920, Class 25, Type M, self-leveling, zero-VOC; one-part polyurethane, VOC content maximum 45 grams/liter.
6. INTERIOR NON-WET AREAS: one-component acrylic latex water based sealant conforming to ASTM C834, VOC content maximum 42 grams/liter.
7. INTERIOR WET AREAS: one-part, mildew resistant silicone rubber conforming to ASTM C920, Type S, Class 25, Grade NS.
8. Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
9. Provide and install sealant backings of material and type that are non-staining, are compatible with joint substrates, sealants, primers, and other joint fillers, and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
10. SLIP JOINTS: provide and install back-up filler made of compressible closed cell polyethylene or its equivalent that will not bond to the sealant used to cover it.
11. Comply with recommendations in ASTM C 1193 "Standard Guide for Use of Joint Sealants" for use of joint sealants as applicable to materials, applications, and conditions indicated.
12. COLOR:

1. Clean out joints immediately before installing joint sealants.
2. All holes and gaps in wall cavities shall be sealed against the movement of air, including furred spaces at ceiling and floor levels, at all interconnections between concealed vertical and horizontal spaces such as those that occur at soffits, drop ceilings, cove ceilings, and at openings around vents, pipes, ducts, chimneys, and fireplaces at ceiling and floor levels. Penetrations from crawl spaces into wall cavities shall be fully sealed with an approved caulk or sealant. All joints and penetrations through the floor, including plumbing pipes, conduits, chases, wiring, ductwork, and at floor-wall joints, shall be fully sealed with an approved caulk. Where large openings are created (such as at bathtub drains), rigid materials shall be used in conjunction with sealants to close and seal the openings.

DOORS AND DOOR HARDWARE
1. Exterior doors must meet design pressure (Wind Loads) as indicated in Structural Drawings.
2. EXTERIOR FLUSH DOORS: No exterior doors.
3. EXTERIOR FLUSH-GLAZED DOORS: No exterior doors.
4. INTERIOR FLUSH DOORS: Commercial solid core wood veneer doors for clear finish.
5. LOCKSETS, DEADBOLTS: Commercial (A-Series) knobs, levers, and deadbolts, finish 626.
6. SWINGING DOOR HARDWARE: full-mortise residential hinges, 3.5 x 3.5, 0.855 gauge minimum, steel - brushed chrome finish.
7.

WINDOWS
1. Windows must meet design pressure (Wind Loads) as indicated in Structural Drawings. Windows shall be provided with tempered glass where required by code. Groupings of windows shall be mulled together with manufacturer-supplied components. NO EXTERIOR WINDOWS IN PROJECT.
2. GLAZING: ¼" tempered glass panels.
3. GLAZING MOUNTING SYSTEM: C.R. Laurence Co., Inc., SDCD128N or equivalent, finish: BRUSHED NICKEL, Deep U-Channel for securing fixed panels of glass to the wall, ceiling or floor; tempered safety glass thickness as indicated.

GLASS DOOR HINGE: C.R. Laurence Co., Inc., SRCAR018N or equivalent, finish: BRUSHED NICKEL. Top and Bottom Mount Pivot Hinges designed for use with tempered safety glass thickness as indicated.

GYPSUM WALL BOARD
1. GYPSUM SYSTEMS: gypsum wall board (GWB) with smooth plaster finish OR drywall with Magnum LEVEL COAT at Contractor's option.
2. Provide "J-bead", Zip Bead", Tear Away L-Bead", "Control Joint Deep V", or similar where GWB contacts dissimilar materials, exposed edges, window and door frames. Provide backer rod and sealant at joints.
3. Provide Fry Reglet "Reveal Base" (4" DRMB-60-400) at bottom of walls throughout as indicated in drawings. Do not install in bathrooms, closets, or storage rooms.
4. Provide "Control Joint Deep V" or similar where joints are indicated in the drawings, at different substrates, or where required to ease large areas of GWB.

FLOORING
1. FLOOR COATING: Urethane Coating Clear High Gloss, water-based.
2. Contractor shall protect installed finished flooring from damage for the duration of the construction phase. Damaged floor shall be repaired or replaced at the Contractor's expense.

PAINT AND FINISH
1. All exterior and interior surfaces shall receive the painter's finish except those scheduled to receive other surface treatment (tile, natural finish, sand-blasting, etc.) and coordinated factory finish surfaces. Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. Top, bottom, and sides of all doors to be painted; coordinate paint color with adjacent wall finish.
2. NOTE TO PAINT PRODUCT SUPPLIERS: the Owner prefers to purchase coatings and sealants with low emissions of volatile organic compounds (VOCs).
3. SEALANTS: See "Joint Sealants".
4. PAINTS, COATINGS, AND PRIMERS APPLIED TO INTERIOR WALLS & CEILINGS: one (1) coat of primer and two (2) coats of finish paint products that comply with "Green Seal Standard GS-11, Paints" shall be applied in sheens/colors as selected by Owner.
   - Exterior Metal Surfaces: semigloss
   - Exterior Pained Siding: satin
   - Exterior Running Trim: satin
   - Exterior Doors indicated for opaque finish: gloss
   - Interior Exposed Steel Ceilings (marked as open): flat interior
   - Exposed Steel Beams: semigloss interior
   - Exposed Steel Walls: semigloss
   - Interior Finished Gypsum Wall Board Walls: eggshell
   - Interior Finished Gypsum Wall Board Ceilings: flat interior
   - Doors indicated for opaque finish: semigloss
   - Interior Running Trim indicated for opaque finish: semigloss
   - Interior Running Trim indicated for clear finish: satin
5. ISBU panels not indicated for exterior treatment are to be painted.

SPECIAL CONSTRUCTION
1. ISBU shipping containers: quality pre-used ISO shipping containers in quantities and configurations shown in Documents to be PROVIDED BY OWNER.

CABINETS
1. BASE AND WALL CABINETS: IKEA or similar.
2. COUNTERTOPS AND BACKSPLASHES: products containing minimum 25% recycled material selected by Owner.

FURNISHINGS

Level	DOOR #	DOOR SIZE HEIGHT	REMARKS
01-BOC			
01-BOC	E-1	7'-10 3/4"	
01-FLR			
01-FLR	1-1	7'-11 27/32"	
01-FLR	1-2	7'-11 27/32"	
01-FLR	1-3	7'-0"	
01-FLR	1-4	7'-11 27/32"	
01-FLR	1-5	7'-11 27/32"	
01-FLR	1-6	7'-11 27/32"	
01-FLR	1-7	7'-11 27/32"	
01-FLR	1-8	7'-11 27/32"	
01-FLR	1-9	7'-11 27/32"	
01-FLR	1-10	7'-11 27/32"	
01-FLR	1-11	7'-11 27/32"	
01-FLR	1-12	7'-11 27/32"	
01-FLR	1-13	7'-11 27/32"	
01-FLR	1-14	7'-11 27/32"	
01-FLR	1-15	7'-11 27/32"	
01-FLR	1-16	7'-0"	
01-FLR	1-17	7'-11 27/32"	
01-FLR	1-18	7'-11 27/32"	
01-FLR	1-19	7'-11 27/32"	
01-FLR	1-20	7'-11 27/32"	
01-FLR	1-21	7'-11 27/32"	
01-FLR	1-22	7'-11 27/32"	
01-FLR	1-23	7'-11 27/32"	
01-FLR	1-24	7'-11 27/32"	
01-FLR	1-25	7'-11 27/32"	
01-FLR	E-2	8'	
01-FLR	E-3	10'-0"	
02-FLR			
02-FLR	2-1	7'-11 27/32"	
02-FLR	2-2	7'-11 27/32"	
02-FLR	2-3	7'-11 27/32"	
02-FLR	2-4	7'-11 27/32"	
02-FLR	2-5	7'-11 27/32"	
02-FLR	2-6	7'-11 27/32"	
02-FLR	2-7	7'-11 27/32"	
02-FLR	2-8	7'-11 27/32"	
02-FLR	2-9	7'-11 27/32"	
02-FLR	2-10	7'-11 27/32"	
02-FLR	2-11	7'-11 27/32"	
02-FLR	2-12	7'-11 27/32"	
02-FLR	2-13	7'-11 27/32"	

bndr
bndr llc
FL LIC# AA26001823

Structural Engineering Consultant:
Calc Engineering
3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel. (305) 896-9995
masood@calceng.com
Engineering Business CA Certification: 32566

MEP Engineering Consultant:
Calc Engineering
3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel. (305) 896-9995
masood@calceng.com
Engineering Business CA Certification: 32566

STEPHEN BENDER
AR 94748

No.	Description	Date

Shipmonk
400 Hillsboro Technology Drive
Deerfield Beach, Florida 33441

Shipmonk Phase III
Tenant Improvements
2201 West Broward Boulevard
Ft. Lauderdale, FL 33312

PRODUCT NOTES

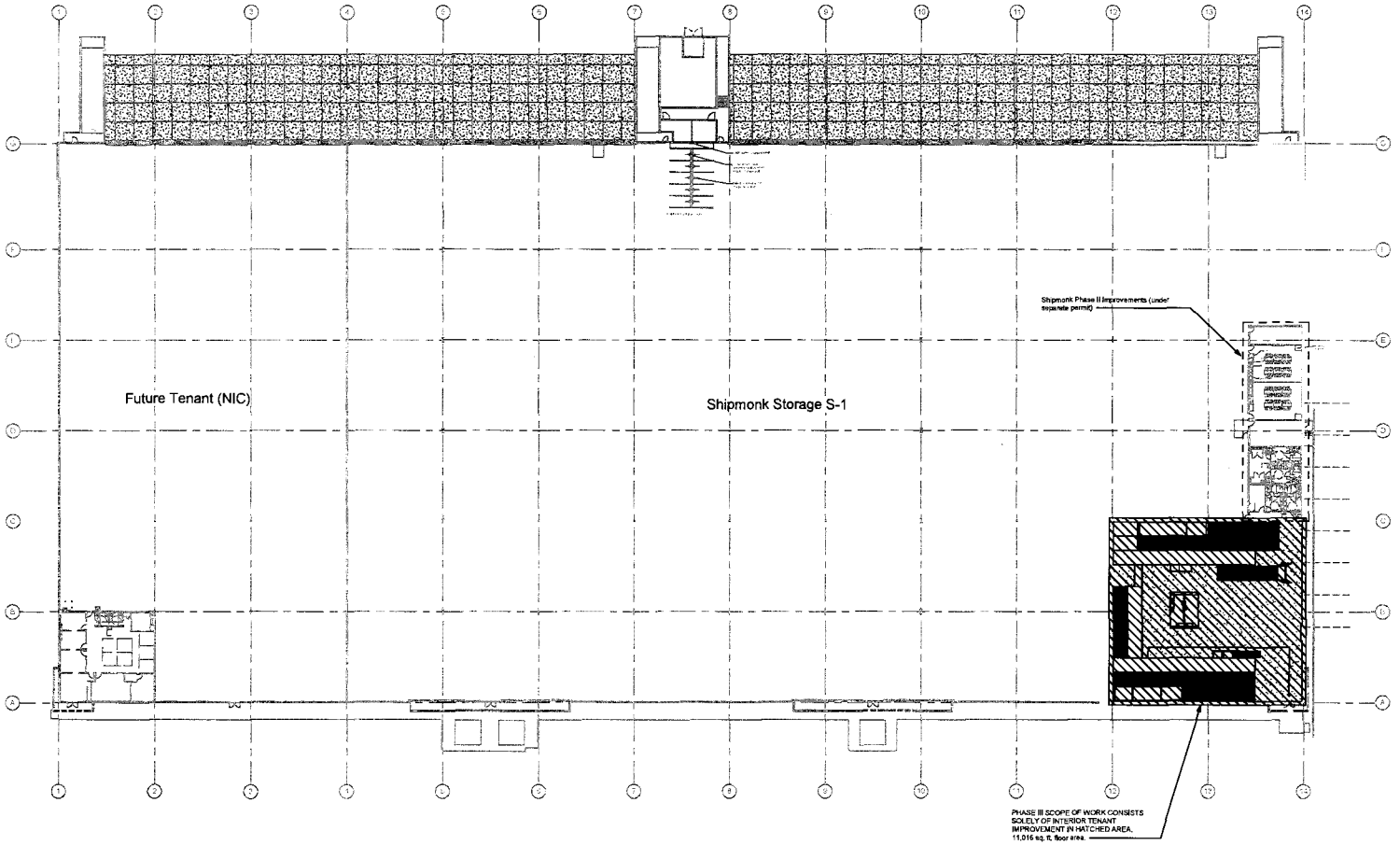
Project number	01807
Date	2019-01-14
Drawn by	ACF
Checked by	SDB

A0.04

Scale

(C) bndr llc 2018

1/17/2019 4:44:34 PM



1 00-SITE
1" = 30'-0"

bndr

bndr llc
FL LIC# AA26001823

Structural Engineering Consultant:

Calc Engineering

3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 896-9995
masood@calceng.com
Engineering Business CA Certification 32566

MEP Engineering Consultant:

Calc Engineering

3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 896-9995
masood@calceng.com
Engineering Business CA Certification 32566

STEPHEN BENDER
AR 94748

No.	Description	Date

Shipmonk

400 Hillsboro Technology Drive
Deerfield Beach, Florida 33441

Shipmonk Phase III
Tenant Improvements

2201 West Broward Boulevard
Ft. Lauderdale, FL 33312

OVERALL FLOOR PLAN

Project number	01807
Date	2019-01-14
Drawn by	ACF
Checked by	SDB

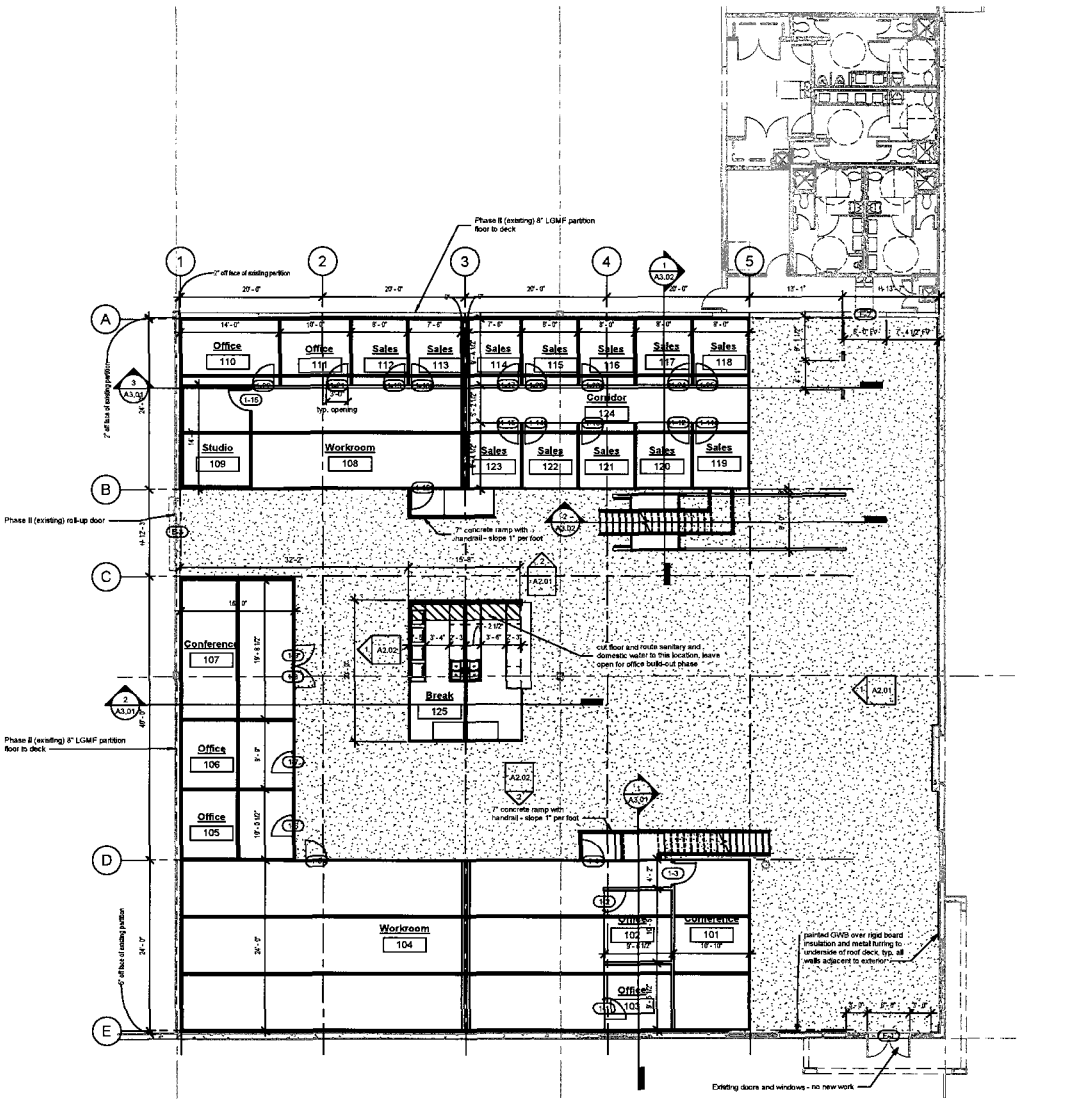
A0.10

Scale 1" = 30'-0"

(C) bndr llc 2019

1/17/2019 4:19:31 PM

ROOM #	ROOM NAME	PLAN AREA	FLOOR FINISH	BASE FINISH	WALL FINISH	CEILING FINISH	REMARKS
101	Conference	254 SF	Urethane	Unfinished	Paint	Paint/Prefinished Wood	
102	Office	95 SF	Urethane	Unfinished	Paint	Paint/Prefinished Wood	
103	Office	88 SF	Urethane	Unfinished	Paint	Paint/Prefinished Wood	
104	Workroom	1456 SF	Urethane	Unfinished	Paint	Paint/Prefinished Wood	
105	Office	156 SF	Urethane	Unfinished	Paint	Paint	
106	Office	149 SF	Urethane	Unfinished	Paint	Paint	
107	Conference	317 SF	Urethane	Unfinished	Paint	Paint/Prefinished Wood	
108	Workroom	426 SF	Urethane	Unfinished	Paint	Paint/Prefinished Wood	
109	Studio	131 SF	Urethane	Unfinished	Paint	Paint/Prefinished Wood	
110	Office	134 SF	Urethane	Unfinished	Paint	Paint/Prefinished Wood	
111	Office	95 SF	Urethane	Unfinished	Paint	Paint	
112	Sales	75 SF	Urethane	Unfinished	Paint	Paint	
113	Sales	71 SF	Urethane	Unfinished	Paint	Paint	
114	Sales	71 SF	Urethane	Unfinished	Paint	Paint	
115	Sales	74 SF	Urethane	Unfinished	Paint	Paint	
116	Sales	73 SF	Urethane	Unfinished	Paint	Paint	
117	Sales	73 SF	Urethane	Unfinished	Paint	Paint	
118	Sales	74 SF	Urethane	Unfinished	Paint	Paint	
119	Sales	74 SF	Urethane	Unfinished	Paint	Paint	
120	Sales	72 SF	Urethane	Unfinished	Paint	Paint	
121	Sales	72 SF	Urethane	Unfinished	Paint	Paint	
122	Sales	72 SF	Urethane	Unfinished	Paint	Paint	
123	Sales	69 SF	Urethane	Unfinished	Paint	Paint	
124	Corridor	212 SF	Urethane	Unfinished	Paint	Paint/Prefinished Wood	
125	Break	313 SF	Urethane	Unfinished	Paint	Open	



1 01-FLR
1/8" = 1'-0"

bndr

bndr llc
FL LIC# AA26001823

Structural Engineering Consultant

Calc Engineering

3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 894-9995
masood@calceng.com
Engineering Business CA Certification: 32566

MEP Engineering Consultant

Calc Engineering

3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 894-9995
masood@calceng.com
Engineering Business CA Certification: 32566

STEPHEN BENDER
AR 94748

No.	Description	Date

Shipmonk

400 Hillsboro Technology Drive
Deerfield Beach, Florida 33441

Shipmonk Phase III Tenant Improvements

2201 West Broward Boulevard
Ft. Lauderdale, FL 33312

FIRST FLOOR PLAN

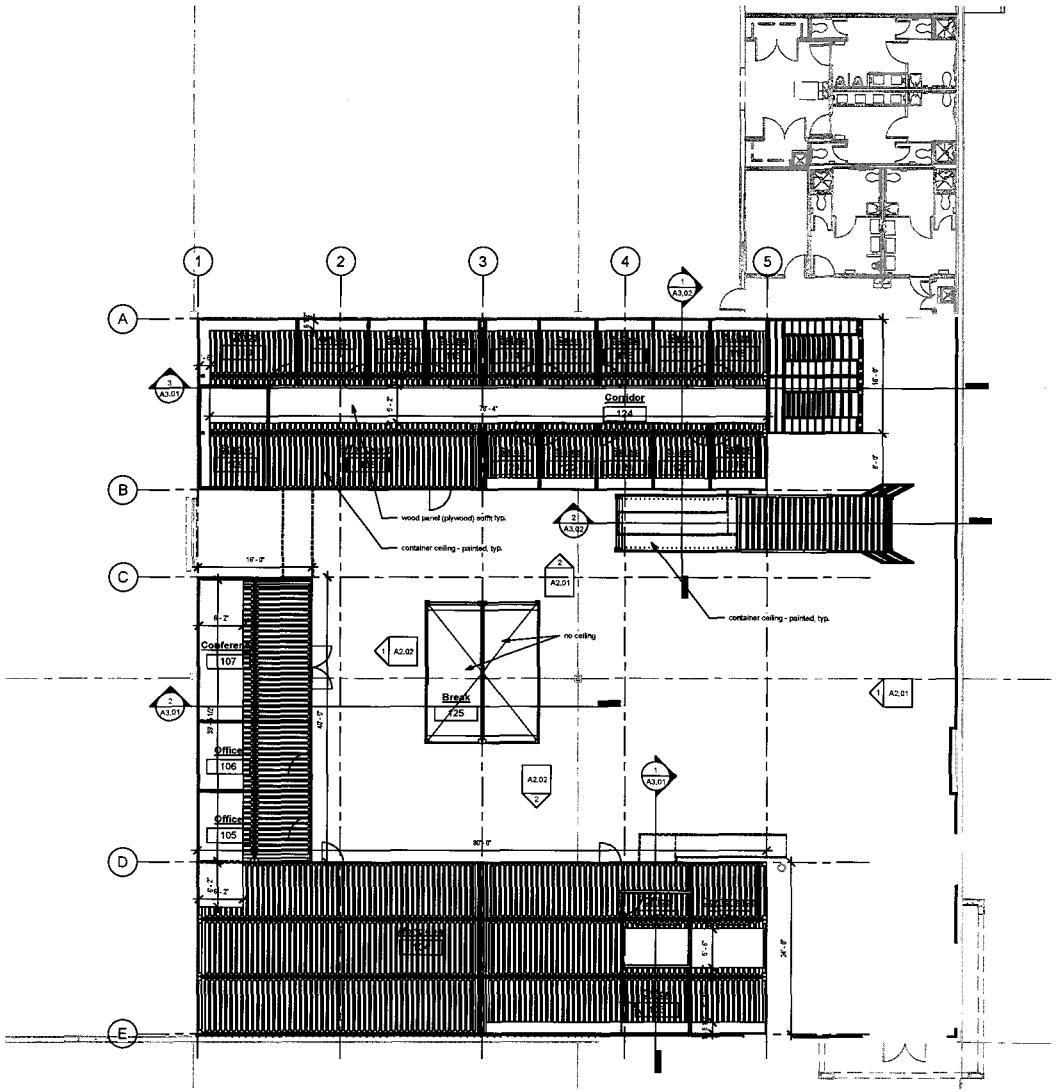
Project number	01807
Date	2019-01-14
Drawn by	ACF
Checked by	SDB

A1.01

Scale 1/8" = 1'-0"

(C) bndr llc 2019

1/17/2019 4:19:52 PM



1 01-FLR RCP
1/8" = 1'-0"

bndr

bndr llc
FL Lic# AA26001823

Structural Engineering Consultant:

Calc Engineering

3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 594-9995
masood@calceng.com
Engineering Business CA Certificate: 32566

MEP Engineering Consultant:

Calc Engineering

3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 594-9995
masood@calceng.com
Engineering Business CA Certificate: 32566

STEPHEN BENDER
AR 94748

No.	Description	Date

Shipmonk

400 Hillsboro Technology Drive
Deerfield Beach, Florida 33441

Shipmonk Phase III
Tenant Improvements

2201 West Broward Boulevard
Ft. Lauderdale, FL 33312

FIRST FLOOR
REFLECTED CLG
PLAN

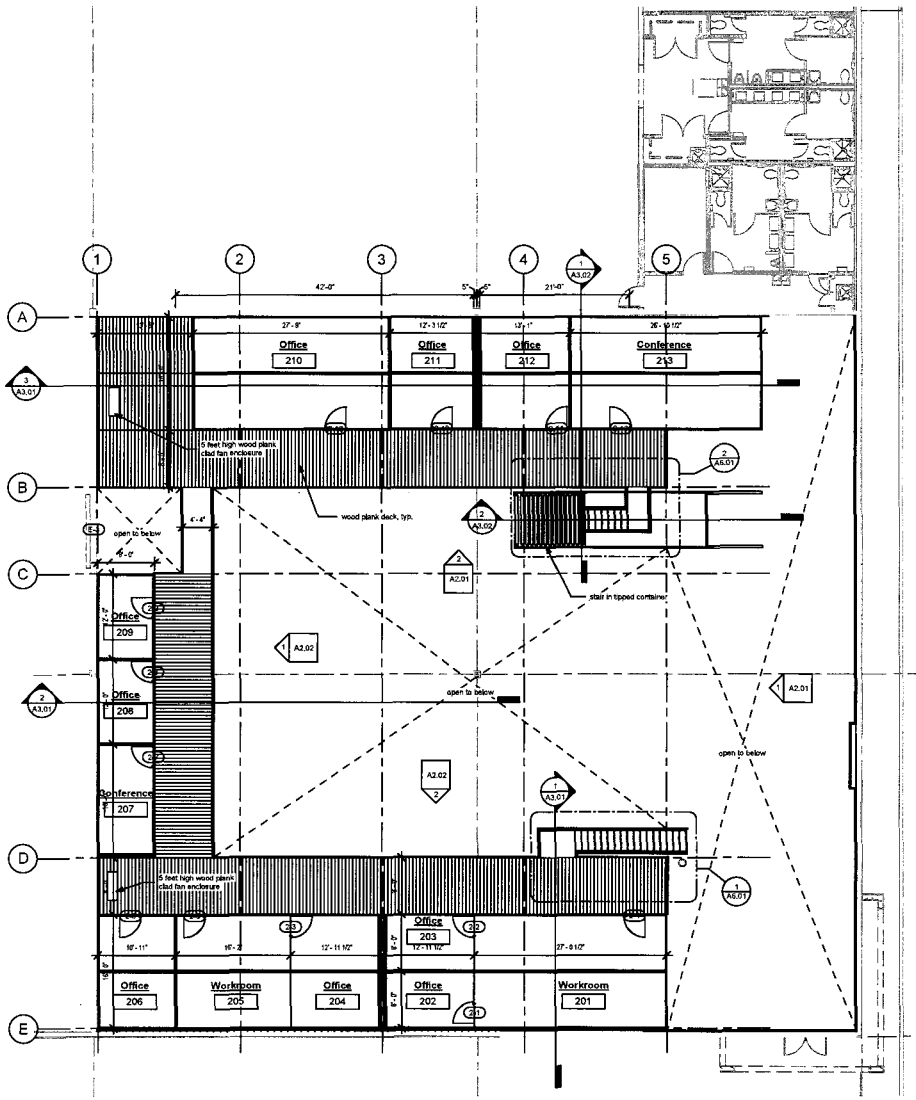
Project number	01807
Date	2019-01-14
Drawn by	ACF
Checked by	SDB

A1.02

Scale 1/8" = 1'-0"

(C) bndr llc 2019

1/17/2019 4:20:03 PM



1 02-FLR
1/8" = 1'-0"

bndr

bndr llc
FL LIC# AA26001823

Structural Engineering Consultant

Calc Engineering

3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 888-9996
masood@calc-eng.com
Engineering Business CA Certification: 32566

MEP Engineering Consultant

Calc Engineering

3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 888-9996
masood@calc-eng.com
Engineering Business CA Certification: 32566

STEPHEN BENDER
AR 94748

No.	Description	Date

Shipmonk

400 Hillsboro Technology Drive
Deerfield Beach, Florida 33441

Shipmonk Phase III
Tenant Improvements

2201 West Broward Boulevard
Ft. Lauderdale, FL 33312

SECOND FLOOR PLAN

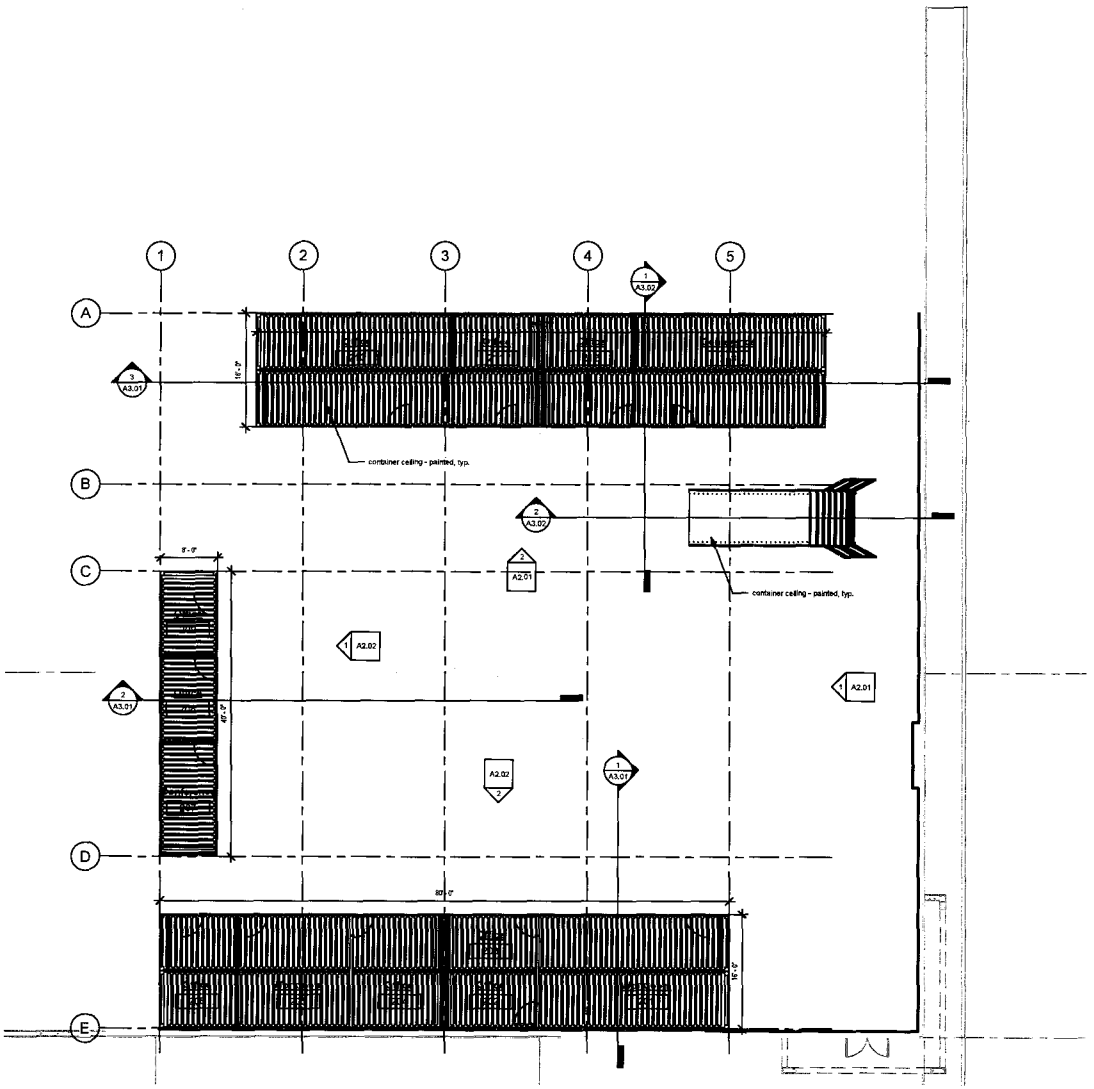
Project number	01807
Date	2019-01-14
Drawn by	ACF
Checked by	SDB

A1.03

Scale 1/8" = 1'-0"

(C) bndr llc 2018

1/17/2019 4:20:09 PM



1 02-FLR RCP
1/8" = 1'-0"

bndr
bndr llc
FL LIC# AA26001823

Structural Engineering Consultant
Calc Engineering
3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 898-9995
masood@calceng.com
Engineering Business CA Certification: 32566

MEP Engineering Consultant
Calc Engineering
3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 898-9995
masood@calceng.com
Engineering Business CA Certification: 32566

STEPHEN BENDER
AR 94748

No.	Description	Date

Shipmonk
400 Hillsboro Technology Drive
Deerfield Beach, Florida 33441

Shipmonk Phase III
Tenant Improvements
2201 West Broward Boulevard
Ft. Lauderdale, FL 33312

SECOND FLOOR
REFLECTED CLG
PLAN

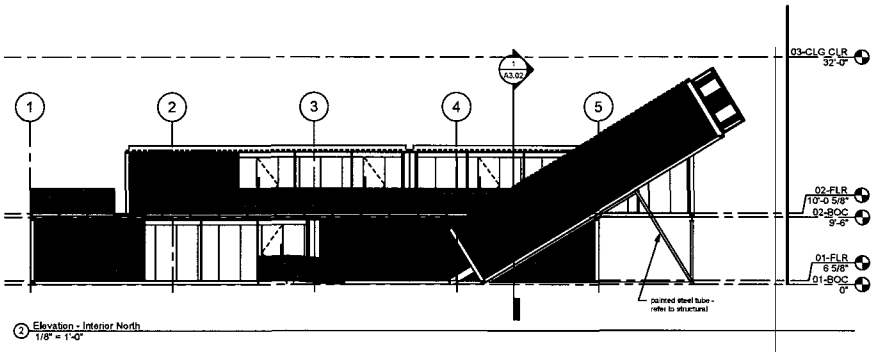
Project number	01807
Date	2019-01-14
Drawn by	ACF
Checked by	SDB

A1.04

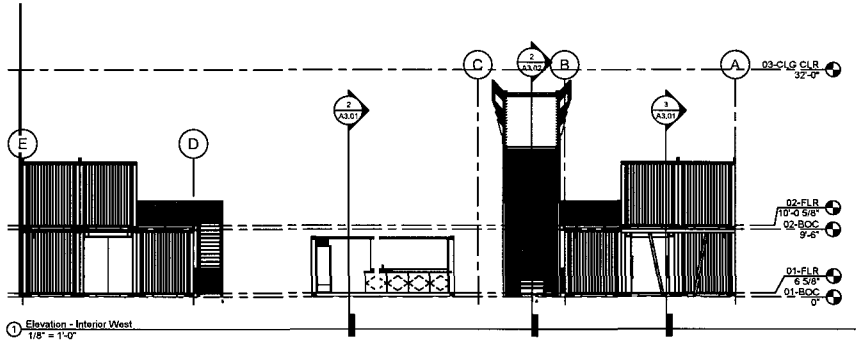
Scale	1/8" = 1'-0"

(C) bndr llc 2018

1/17/2019 4:20:14 PM



2 Elevation - Interior North
1/8" = 1'-0"



1 Elevation - Interior West
1/8" = 1'-0"

bndr

bndr llc
FL LIC# AA26001823

Structural Engineering Consultant:

Calc Engineering

3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 898-9995
maxsoc@calceng.com
Engineering Business CA Certification: 32566

MEP Engineering Consultant:

Calc Engineering

3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 898-9995
maxsoc@calceng.com
Engineering Business CA Certification: 32566

STEPHEN BENDER
AR 64746

No.	Description	Date

Shipmonk

400 Hillsboro Technology Drive
Deerfield Beach, Florida 33441

Shipmonk Phase III
Tenant Improvements

2201 West Broward Boulevard
Ft. Lauderdale, FL 33312

ELEVATIONS

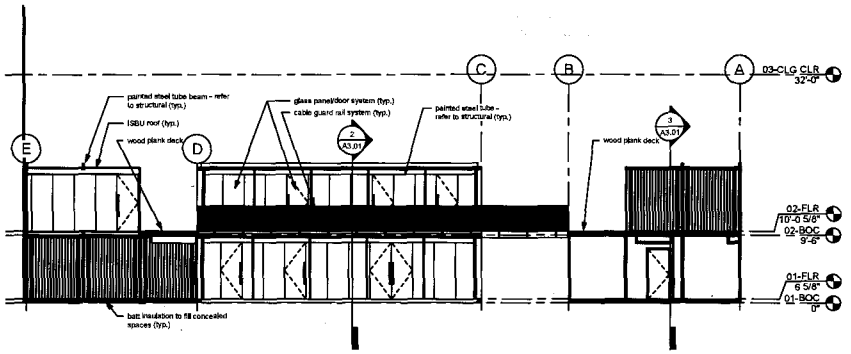
Project number	01807
Date	2019-01-14
Drawn by	ACF
Checked by	SDB

A2.01

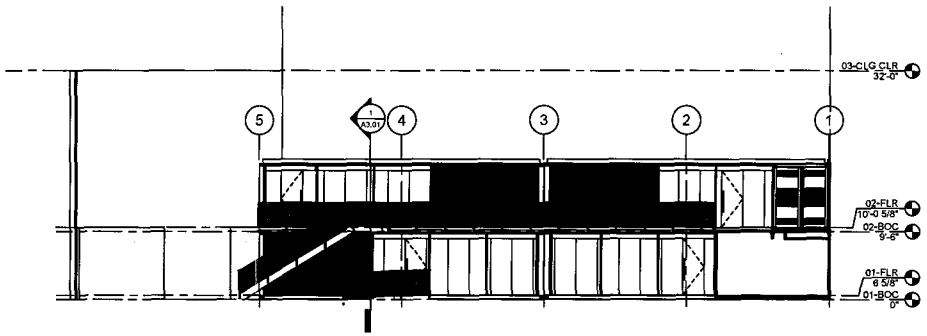
Scale 1/8" = 1'-0"

(C) bndr llc 2019

1/17/2019 4:20:22 PM



1 Elevation/Section - Interior West
1/8" = 1'-0"



2 Elevation/Section - Interior South
1/8" = 1'-0"

bndr

bndr llc
FL LIC# AA26001823

Structural Engineering Consultant:

Calc Engineering

3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 898-9995
mabood@calceng.com
Engineering Business CA Certificate: 32565

MEP Engineering Consultant:

Calc Engineering

3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 898-9995
mabood@calceng.com
Engineering Business CA Certificate: 32566

STEPHEN BENDER
AR 94748

No.	Description	Date

Shipmonk
400 Hillsboro Technology Drive
Deerfield Beach, Florida 33441

Shipmonk Phase III
Tenant Improvements
2201 West Broward Boulevard
Ft. Lauderdale, FL 33312

ELEVATIONS

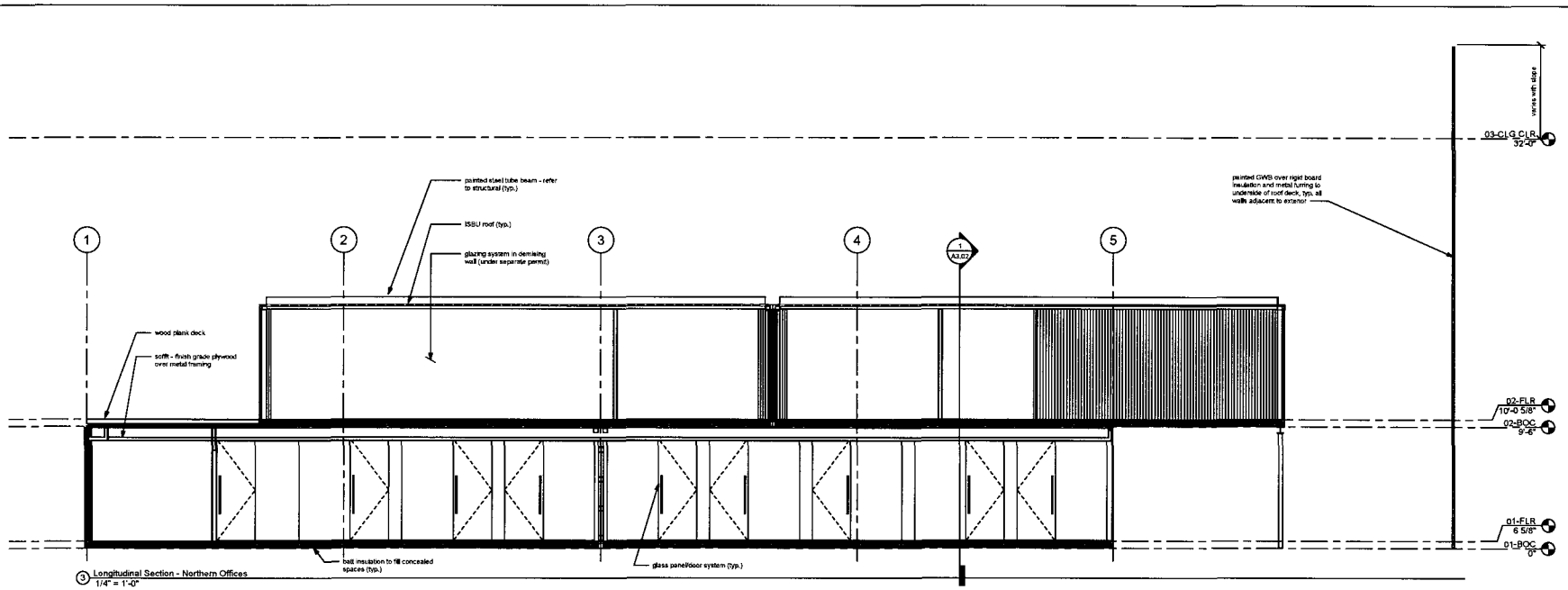
Project number	01807
Date	2019-01-14
Drawn by	Author
Checked by	Checker

A2.02

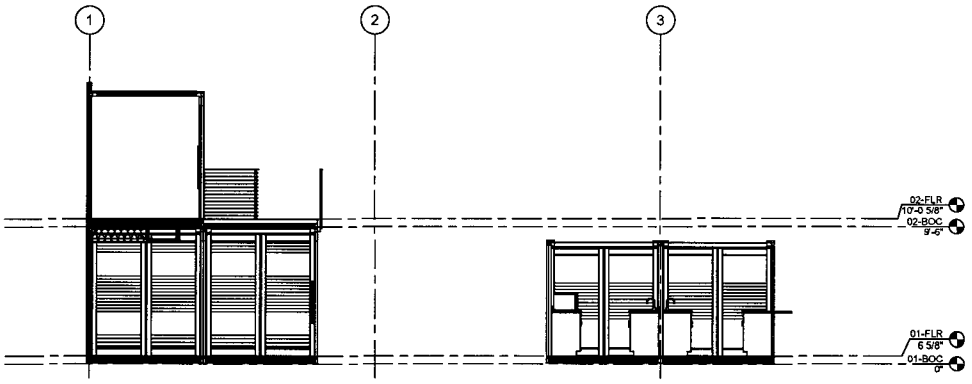
Scale 1/8" = 1'-0"

(C) bndr llc 2019

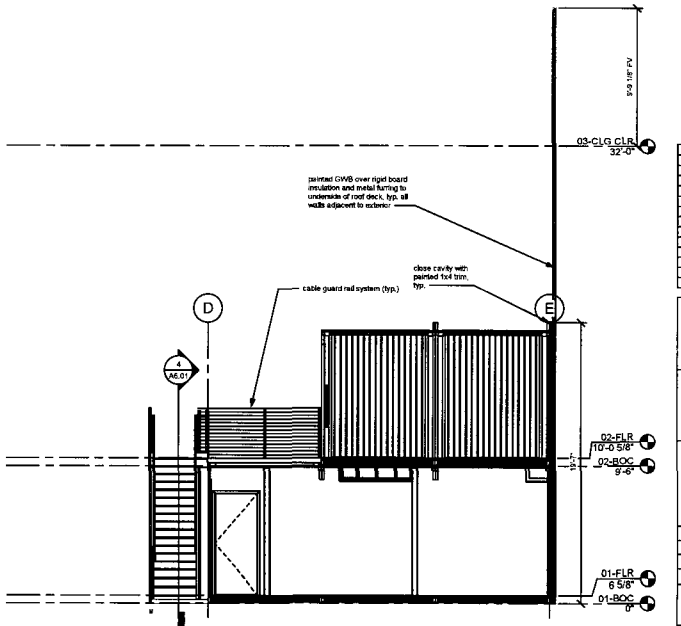
1/17/2019 4:29:33 PM



3 Longitudinal Section - Northern Offices
1/4" = 1'-0"



2 Cross Section - Southern Offices + Kitchen
1/4" = 1'-0"



1 Cross Section - Southern Offices
1/4" = 1'-0"

bndr

bndr llc
FL LIC# AA26001823

Structural Engineering Consultant

Calc Engineering

3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 898-9995
masood@calceng.com
Engineering Business CA Certification: 32566

MEP Engineering Consultant

Calc Engineering

3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 898-9995
masood@calceng.com
Engineering Business CA Certification: 32566

STEPHEN BENDER
AR 94748

No.	Description	Date

Shipmonk

400 Hillsboro Technology Drive
Deerfield Beach, Florida 33441

Shipmonk Phase III Tenant Improvements

2201 West Broward Boulevard
Ft. Lauderdale, FL 33312

BUILDING SECTIONS

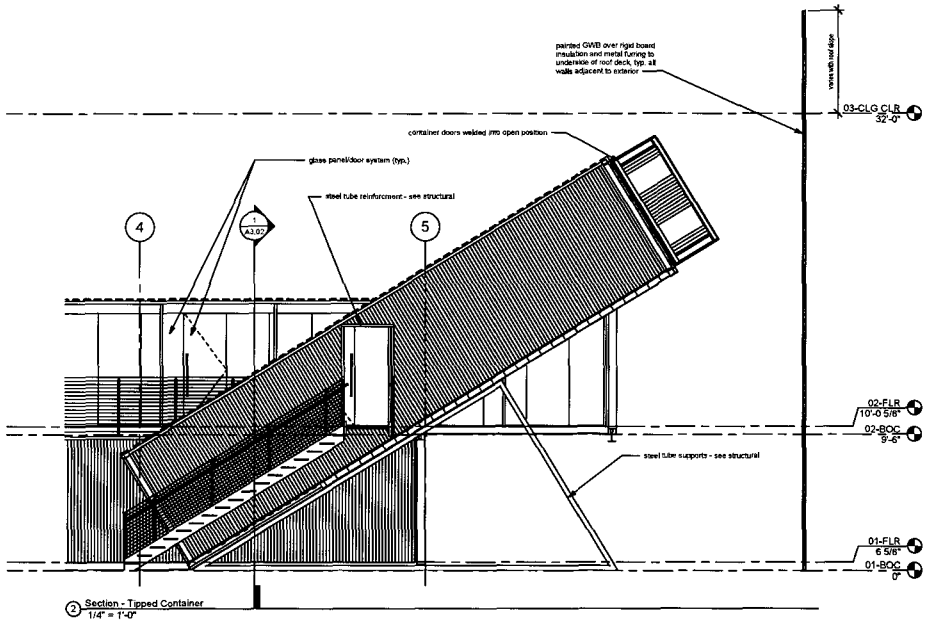
Project number	01807
Date	2019-01-14
Drawn by	ACF
Checked by	SDB

A3.01

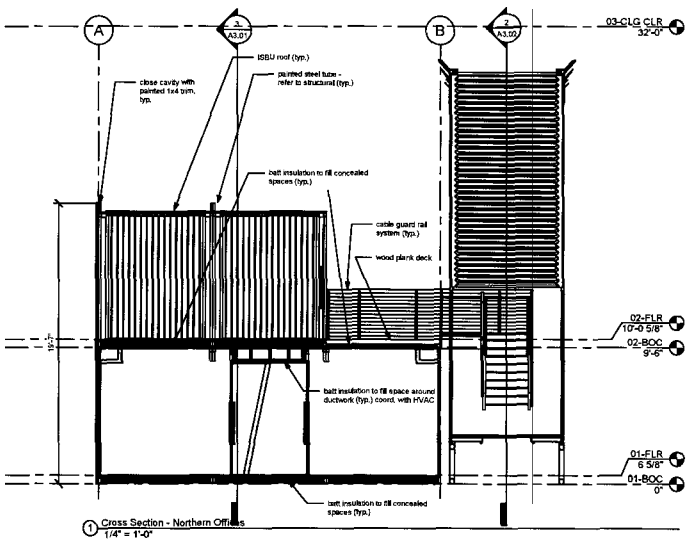
Scale	1/4" = 1'-0"

(C) bndr llc 2018

1/17/2019 4:20:40 PM



2 Section - Tipped Container
1/4" = 1'-0"



1 Cross Section - Northern Offices
1/4" = 1'-0"

bndr

bndr llc
FL LIC# AA26001823

Structural Engineering Consultant:

Calc Engineering

3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 888-9995
masood@calceng.com
Engineering Business CA Certification: 32566

MEP Engineering Consultant:

Calc Engineering

3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 888-9995
masood@calceng.com
Engineering Business CA Certification: 32566

STEPHEN BENDER
AR 94748

No.	Description	Date

Shipmonk
400 Hillsboro Technology Drive
Deerfield Beach, Florida 33441

Shipmonk Phase III
Tenant Improvements
2201 West Broward Boulevard
Ft. Lauderdale, FL 33312

BUILDING SECTIONS

Project number	01807
Date	2019-01-14
Drawn by	ACF
Checked by	SDB
Scale	1/4" = 1'-0"

A3.02

(C) bndr llc 2019

1/17/2019 4:20:45 PM

bndr

bndr llc
FL LIC# AA26001823

Structural Engineering Consultant:

Calc Engineering

3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 898-9995
mssoto@calceng.com
Engineering Business CA Certification: 32566

MEP Engineering Consultant:

Calc Engineering

3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
KITCHEN...
Engineering Business CA Certification: 32566

STEPHEN BENDER
AR 94748

No.	Description	Date

Shipmonk

400 Hillsboro Technology Drive
Deerfield Beach, Florida 33441

Shipmonk Phase III
Tenant Improvements

2201 West Broward Boulevard
Ft. Lauderdale, FL 33312

INTERIOR ELEVATIONS

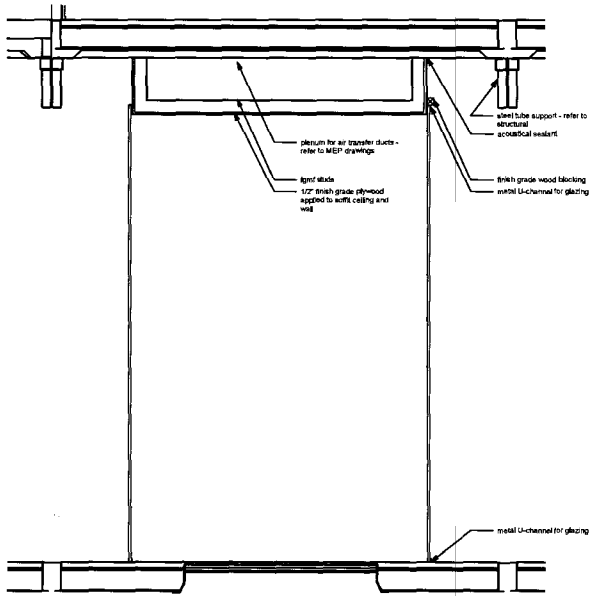
Project number	01807
Date	2019-01-14
Drawn by	ACP
Checked by	SDB

A4.01

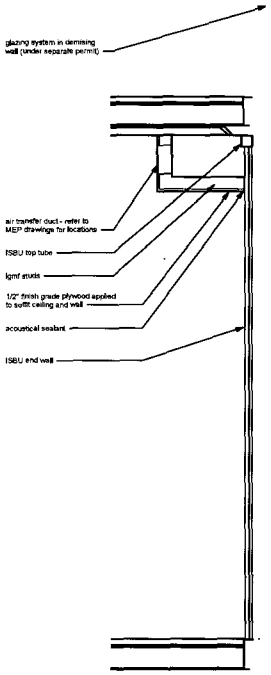
Scale

(C) bndr llc 2019

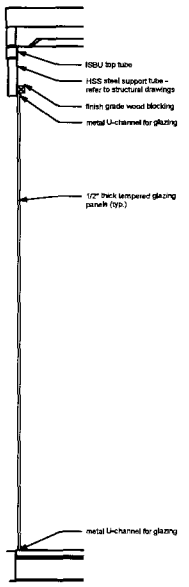
1/17/2019 4:20:46 PM



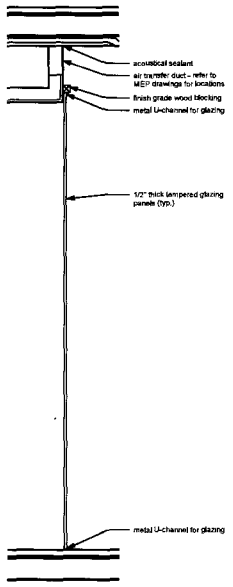
6 Typ. Corridor Soffit Detail
1" = 1'-0"



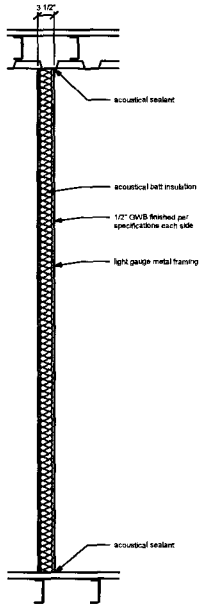
5 Typ. Sidewall Soffit Detail
1" = 1'-0"



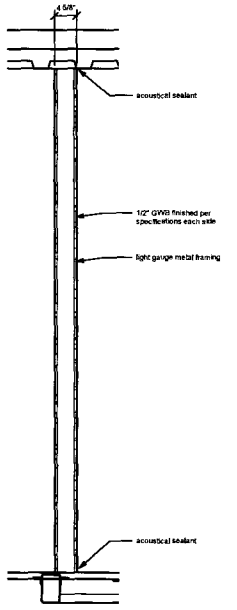
4 Typ. Glazing Partition at ISBU Corner
1" = 1'-0"



3 Typ. Glazing Partition
1" = 1'-0"



2 Typ. Sales Partition
1" = 1'-0"



1 Typ. Partition
1" = 1'-0"

bndr

bndr llc
FL LIC# AA26001823

Structural Engineering Consultant:

Calc Engineering

3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 896-9995
masood@calceng.com
Engineering Business CA Certificate: 32566

MEP Engineering Consultant:

Calc Engineering

3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 896-9995
masood@calceng.com
Engineering Business CA Certificate: 32566

STEPHEN BENDER
AR 94748

No.	Description	Date

Shipmonk

400 Hillsboro Technology Drive
Deerfield Beach, Florida 33441

Shipmonk Phase III Tenant Improvements

2201 West Broward Boulevard
Ft. Lauderdale, FL 33312

TYPICAL WALL SECTIONS

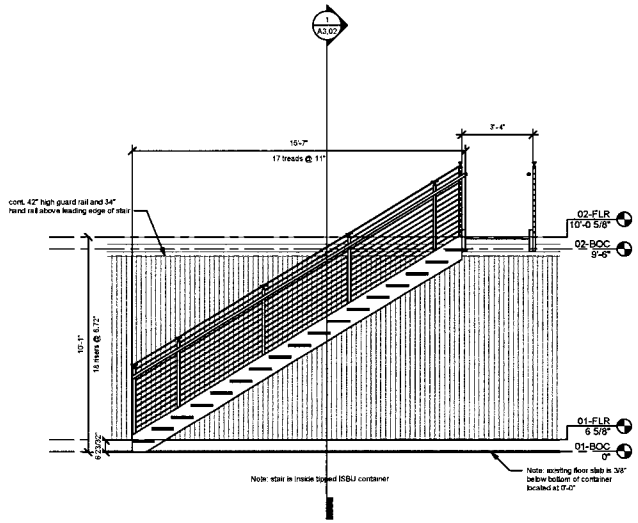
Project number	01807
Date	2019-01-14
Drawn by	ACF
Checked by	SDB

A5.01

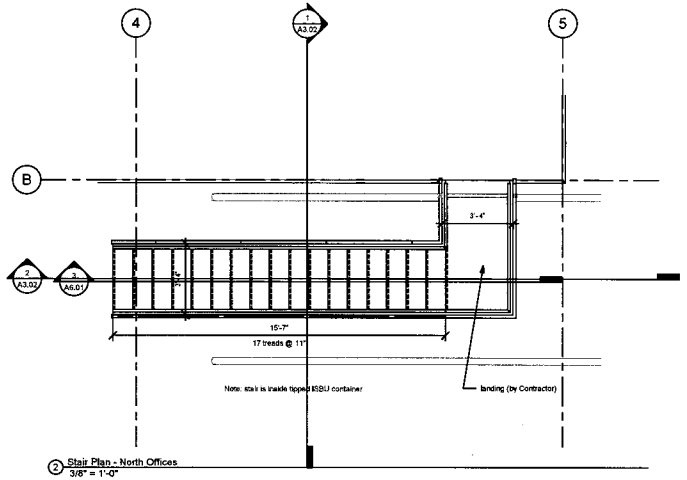
Scale	1" = 1'-0"

1/17/2019 4:20:50 PM

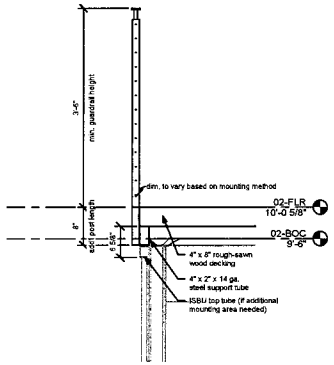
(C) bndr llc 2018



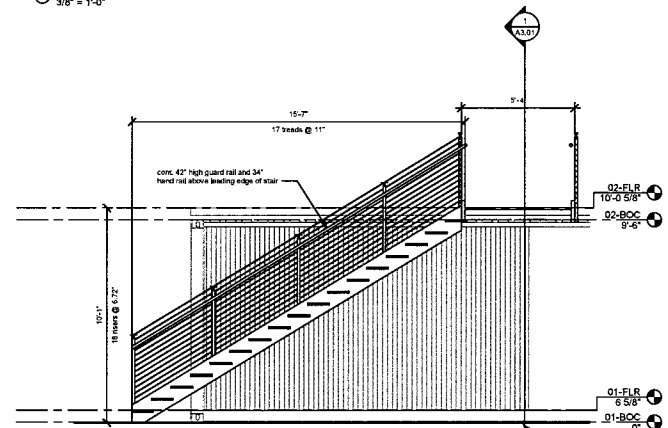
3 Stair Section - North Offices
3/8" = 1'-0"



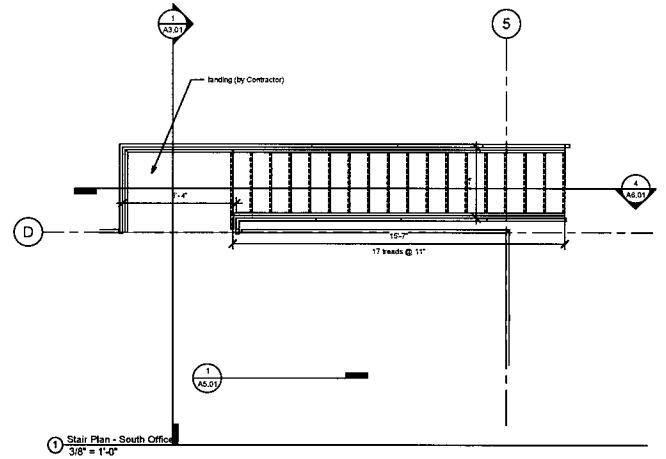
2 Stair Plan - North Offices
3/8" = 1'-0"



5 Detail Section - Guardrail
1" = 1'-0"



4 Stair Section - South Offices
3/8" = 1'-0"



1 Stair Plan - South Offices
3/8" = 1'-0"

bndr
bndr llc
FL LIC# AA26001823

Structural Engineering Consultant
Calc Engineering
3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 896-9995
masood@calceng.com
Engineering Business CA Certificate: 32566

MEP Engineering Consultant
Calc Engineering
3901 NW 79th Avenue, Unit 216
Doral, Florida 33166
Tel: (305) 896-9995
masood@calceng.com
Engineering Business CA Certificate: 32566

STEPHEN BENDER
AR 94748

No.	Description	Date

Shipmonk
400 Hillsboro Technology Drive
Deerfield Beach, Florida 33441

Shipmonk Phase III
Tenant Improvements
2201 West Broward Boulevard
Ft. Lauderdale, FL 33312

STAIR PLANS AND SECTIONS

Project number	01807
Date	2019-01-14
Drawn by	ACF
Checked by	SDB

A6.01

Scale	As indicated

(C) bndr llc 2019

1/17/2019 4:20:53 PM

GENERAL STRUCTURAL NOTES :

1. CODES:
   ALL WORK SHALL CONFORM TO THE
   1. FLORIDA BUILDING CODE 2017 EDITION,
   2. ACI 318-11, ACI 530-11, ACI 530.1-08, ACI 301-08.
   3. A.I.S.C. 15TH EDITION
   4. ASCE 7-10

2. DESIGN CRITERIA:
   2.1. SUPER IMPOSED DEAD LOADS:
   FLOOR ..... 10 PSF

   2.2. LIVE LOADS:
   ROOF ..... 20 PSF
   FLOOR..... 50 PSF

3. ELEVATION DATUM:
   ALL ELEVATIONS ON THESE STRUCTURAL DRAWINGS REFER TO TOP OF EXISTING SLAB ON GRADE LEVEL 0'-0".

4. DIMENSIONS AND CONDITIONS:
   4.1. ALL DIMENSIONS AND CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR IN THE FIELD PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE. SCALE IS FOR GUIDELINE PURPOSES ONLY. IF DIMENSIONS ARE UNCLEAR, DO NOT SCALE, REQUEST CLARIFICATION FROM THE ARCHITECT OR ENGINEER.

   4.2. SEE ARCHITECTURAL PLANS FOR ALL ELEVATIONS AND DIMENSIONS NOT SHOWN.

5. METHODS & SAFETY:
   5.1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL METHODS, PROCEDURES, AND SEQUENCES OF CONSTRUCTION. CONSTRUCTION SITE SAFETY, INCLUDING ALL ADEQUATE TEMPORARY BRACING AND SHORING TO ENSURE SAFE WORKING CONDITIONS AT ALL TIMES. THE INVESTIGATION, SHORING, TEMPORARY SUPPORTS, ETC. ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

   5.2. THE CONTRACTOR SHALL FIELD CHECK ALL DIMENSIONS ON THE STRUCTURAL DRAWINGS AND VERIFY SAME ON THE ARCHITECTURAL SET. ARCHITECTURAL DETAILS SUCH AS, SLAB DEPRESSIONS, WATERPROOFING, CURBS, MECHANICAL OPENING SHALL BE INSTALLED AS SHOWN ON THE ARCHITECTURAL SET.

   5.3. DRAWINGS INDICATE GENERAL AND TYPICAL DETAILS OF CONSTRUCTION. WHERE CONDITIONS ARE NOT SPECIFICALLY SHOWN, SIMILAR DETAILS OF CONSTRUCTION SHALL BE USE, SUBJECT TO APPROVAL BY THE ENGINEER.

   5.4. ALL STRUCTURAL SYSTEMS WHICH ARE TO BE COMPOSED TO COMPONENTS TO BE FIELD ERECTED SHALL BE SUPERVISED BY THE SUPPLIER DURING MANUFACTURING, DELIVERY, HANDLING, STORAGE, AND ERECTION IN ACCORDANCE WITH THE SUPPLIE'S IN CONSTRUCTIONS AND REQUIREMENTS.

   5.5. LOADING APPLIED TO THE STRUCTURE DURING THE PROCESS OF CONSTRUCTION SHALL NOT EXCEED THE SAFE LOAD CARRYING CAPACITY OF THE STRUCTURAL MEMBERS. THE LIVE LOADING USED IN THE DESIGN OF THIS STRUCTURE ARE INDICATED IN "DESIGN CRITERIA IN NOTE". DO NOT APPLY CONSTRUCTION LOADS UNTIL STRUCTURAL FRAMING IS PROPERLY CONNECTED TOGETHER AND UNTIL ALL TEMPORARY BRACING IS IN PLACE.

   5.6. ALL CONSTRUCTION SHALL CONFORM TO THE FLORIDA BUILDING CODE 2017 EDITION. THE CONTRACTOR SHALL COORDINATE THE STRUCTURAL WORK WITH THE WORK OF ALL OTHER TRADES. ALL ASTM AND OTHER REFERENCES AS PER THE LATEST EDITIONS OF THESE STANDARDS, UNLESS OTHERWISE NOTED.

SHOP DRAWING SUBMITTAL NOTES :

1. REVIEW BY CALC. ENGINEERING, L.L.C OF SUBMITTALS IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AS PRESENTED BY THE CONTRACT DOCUMENTS. NO DETAILED CHECK OF QUANTITIES OR DIMENSIONS WILL BE MADE.

2. THE GENERAL CONTRACTOR / OR CONSTRUCTION MANAGER IS RESPONSIBLE FOR ASSURING THAT ALL SUBMITTALS COMPLY WITH THE LATEST PROJECT PLANS SPECIFICATIONS, GOVERNING CODES AND REGULATIONS ARE SOLELY RESPONSIBLE FOR CONFIRMING ALL QUANTITIES, DIMENSIONS, FABRICATIONS TECHNIQUES AND COORDINATING WORK WITH ALL TRADES.

3 .SHOP DRAWINGS REVIEW SHALL REQUIRE TWO WEEKS FOR COMPLETION FROM TIME OF DELIVERY TO CALC. ENGINEERING L.L.C

4. SUBMIT SHOP DRAWINGS FOR SPECIFIC COMPONENTS, SUCH AS COLUMNS, FOOTING, ETC. IN THEIR ENTITY.

5. ALL SUBMITTALS ARE TO BE ACCOMPANIED BY LETTER OF TRANSMITTAL. DO NOT COMBINE DIFFERENT SUBMITTALS ON THE SAME TRANSMITTAL.

6. ALL SHOP DRAWINGS MUST BE MARKED OF THE CONTRACTOR'S APPROVAL PRIOR TO SUBMITTING TO CALC. ENGINEERING L.L.C
7. SUBMIT FIVE ORIGINAL SETS FOR REVIEW.

8. ALL CHANGES AND ADDITIONS MADE ON RE-SUBMITTALS MUST BE CLEARLY FLAGGED AND NOTED. THE PURPOSE OF THE RE-SUBMITTALS WILL BE LIMITED TO THOSE ITEMS CAUSING THE RESUBMISSION.

9. SHOP DRAWINGS DO NOT MEET THE ABOVE CRITERIA OR SUBMITTED AFTER FABRICATIONS WILL NOT BE REVIEWED.

10. THE STRUCTURAL CONTRACT DOCUMENTS ARE NOT TO BE REPRODUCED FOR USE AS SHOP DRAWINGS.

FOUNDATION NOTES :

1. BASE PLATE'S IS DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2017 EDITION, AISC 15th EDITION AND GEOTECHNICAL REPORT PROVIDED BY NUTTING ENGINEERS OF FLORIDA, INC. ORDER NO. 1632.8 MAY 2016.

2. SLAB ON GRADE SHALL BEAR ON COMPACTED FILL AS NUTTING ENGINEERS REPORT.

SPECIALTY ENGINEERING :

1. RULES ESTABLISHED BY THE FLORIDA STATE BOARD OF PROFESSIONAL ENGINEERS REQUIRE THAT DESIGN RESPONSIBILITIES ASSIGNED TO SPECIALTY ENGINEER BE CLEARLY DEFINED.

2. THE SPECIALTY ENGINEER IS TO BE RETAINED BY THE SUPPLIER OF THE SPECIALTY ITEM OR MAY BE AN EMPLOYEE OF THAT SUPPLIER.

3. ALL COSTS CONNECTED WITH THE USE OF A SPECIALTY ENGINEER SHALL BE INCLUDED IN THE BID PRICE OF THE SUPPLIER FOR THAT ITEM IN QUESTION.

4. THE FOLLOWING DESIGN RESPONSIBILITIES ARE ASSIGNED TO SPECIALTY ENGINEERS. IN ALL CASES CALCULATIONS, WORKING DRAWINGS, ETC. ARE TO BE SENT TO THE ENGINEER OF RECORD. THE SPECIALTY ENGINEER MUST BE REGISTERED AS A PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA AND ALL WORK MUST BE SIGNED AND SEALED :

   4.1. HAND RAIL, GUARD RAIL, STAIR RAIL, ETC. TO BE A SPECIALTY ENGINEER.
   4.2. FORM WORK, SHORING, AND BACK SHORING TO BE BY A SPECIALTY ENGINEER.
   4.3. STEEL STAIRS AND ALL CONNECTIONS REQUIRED FOR THEM SHALL BE BY A SPECIALTY ENGINEER.
   4.4. ALL MATERIALS TESTING REQUIRED BY THE SPECIAL INSPECTION PLAN AND BUILDING CODES, SUCH AS CONCRETE CYLINDER TESTS, SLUMP TESTS, MASONRY GROUT TESTS, AND ANY OTHER SPECIAL TESTS REQUIRED BY FIELD CONDITIONS.

5. HAND RAIL, BALCONY RAIL, STAIR RAIL, ETC.

   5.1. THE SPECIALTY ENGINEER RESPONSIBLE FOR RAILING SHALL SUBMIT SIGNED AND SEALED DRAWING AND ALL CALCULATIONS IN ACCORDANCE WITH THE FLORIDA BUILDING CODE FOR THE NOTED WORK. IN ADDITION, WORKING DRAWINGS SHOWING ALL DIMENSIONS, THICKNESS, AND ALLOYS SHALL BE SUBMITTED.
   5.2. THE DRAWINGS SHALL INCLUDE ALL PROVISIONS FOR ANCHORAGE OF THE SPECIALTY ITEMS TO THE STRUCTURAL WITH ALL CONNECTIONS IN EACH CONDITION.

6. FORMING, SHORING AND BACK SHORING : THE FORMING, SHORING AND BACK SHORING PLANS SHALL INCLUDE, AT A MINIMUM THE FOLLOWINGS:

   6.1. COMPLETE FORMING PLANS, INCLUDING ALL SLABS, BEAMS, AND COLUMNS FORMS WITH BRACES AS REQUIRED.
   6.2. SHORING AND RESHORING PLAN, TO INCLUDE LEVELS OF SHORING REQUIRED, TYPE AND SPACING OF SHORES AND BACK SHORES. CONCRETE STRENGTHS REQUIRED FOR STRIPPING AND DETAILED PROCEDURES FOR THE ENTIRE OPERATION.
   6.3. DESIGN AND DETAILING OF MUD SILLS IF REQUIRED BY THE JOB AND SOIL STRENGTH OF COMPACTION REQUIREMENTS TO CARRY THE MUD SILLS.
   6.4. ANY MULTISTORY FORMING AND SHORING MUST BE COMPLETELY DETAILED WITH ALL LATERAL BRACING SHOWN AND SPLICING REQUIREMENTS IF APPLICABLE.
   6.5. COMPLETE CALCULATIONS OF ALL PARTS OF THE SYSTEM ARE TO BE SUBMITTED TO THE ENGINEER OF RECORD.
   6.6. WHERE WOOD IS USED, MINIMUM TYPE AND GRADE MUST BE SPECIFIED OR IF THE WOOD IS NOT COMPLETELY GRADE MARKED, THE SPECIALTY ENGINEER RESPONSIBLE FOR THE FORMING SHORING AND BACK SHORING DESIGN MUST INSPECT ALL PHASES OF THE FALSE WORK SYSTEMS, THE ENGINEER OF RECORD/THRESHOLD WILL NOT INSPECT OR APPROVE UNGRADED MARKED WOOD USED IN THESE SYSTEMS.
   6.7. IF ELLIS SHORES ARE USED, "I" HEADS SHALL BE PROVIDED ON ALL PERIMETER SHORES. THESE SLABS ARE DESIGNED IN ACCORDANCE WITH ACI 318 WITH DEFLECTIONS CHECKED, NOT BY THE ARBITRARY SLAB DEPTH RATIOS. THE SHORING AND BACK SHORING SEQUENCE MUST KEEP THESE SLABS AND CRACKED BY CONSTRUCTION LOADS, OR THE DESIGN DEFLECTIONS WILL BE EXCEEDED.

7. CRANE AND OTHER HEAVY EQUIPMENT, INCLUDING FOUNDATION AND SHORING:

   7.1. AN ENGINEER SHALL BE EMPLOYED BY THE SHELL CONTRACTOR FOR ALL WORK ASSOCIATED WITH TOWER CRANES, INCLUDING FOUNDATION, BRACING HOLES IN STRUCTURE, SHORING, ETC. THIS ALSO APPLIES TO ANY HEAVY EQUIPMENT THAT IS TO BE ATTACHED TO THE STRUCTURE SUCH AS PUMPS.
   7.2. COMPLETE CALCULATIONS IN ACCORDANCE WITH FLORIDA BUILDING CODE, WIND LOADS OF ALL ELEMENTS ARE TO BE SUBMITTED TO THE ENGINEER OF RECORD, AS WELL AS SIGNED AND SEALED DRAWING IF APPLICABLE.
   7.3. THE ENGINEER DOING THIS WORK SHALL INSPECT ALL PHASES OF IT TO ENSURE COMPLIANCE WITH HIS/HER DESIGN.

CONSTRUCTION TOLERANCES NOTES :

1. ALL TOLERANCES SHALL CONFORM TO THE STANDARDS SET FORTH IN THE APPLICABLE BUILDING CODE SECTIONS

2. MAXIMUM TOLERANCE SHALL BE AS FOLLOWS :
   2.1. VARIATIONS FORM PLUMB :
      2.1.1. IN THE LINE AND SURFACES OF COLUMNS, PIERS, AND WALLS AS FOLLOWS :
         IN ANY 10 FEET OF LENGTH 1/4 IN
         MAXIMUM FOR ENTIRE LENGTH 1 IN
      2.1.2. FOR EXPOSED CORNER COLUMNS, CONTROL JOINTS, GROOVES, AND OTHER LINES :
         IN ANY 20 FEET OF LENGTH 1/4 IN
         MAXIMUM FOR ENTIRE LENGTH 1/2 IN
   2.2. VARIATIONS FORM THE LEVEL OR FORM THE GRADES INDICATED ON THE DRAWINGS :
      2.2.1. IN SLAB, SOFFITS, CEILINGS, AND BEAM SOFFITS AS FOLLOWS:
         IN ANY 10 FEET OF LENGTH 1/4 IN
         IN ANY BAY OR IN ANY 20 FEET OF LENGTH 3/8 IN
         MAXIMUM FOR LENGTH 1/4 IN
      2.2.2. IN EXPOSED LINTELS, SILLS, PARAPETS, HORIZONTAL GROOVES, AND OTHER LINES :
         IN ANY BAY OR IN ANY 20 FEET OF LENGTH 1/4 IN
         MAXIMUM FOR ENTIRE LENGTH 1/2 IN

STRUCTURAL STEEL:

A. MATERIALS:
   1. STRUCTURAL TUBING: ASTM A500, GRADE B.
   2. STRUCTURAL REINFORCING STEEL: ASTM 615, GRADE 60
   3. ALL OTHER STRUCTURAL STEEL: ASTM A36.
   4. ANCHOR BOLTS: ASTM A307, HOT-DIP GALVANIZED..
   5. ALL OTHER BOLTS: ASTM A325.

B. FABRICATION AND ERECTION ACCORDING TO AISC SPECS.

C. CORROSION CONTROL: ALL STRUCTURAL STEEL SHALL BE SHOP PAINTED WITH RUST-INHIBITIVE PRIMER (MIN. 3 MIL. DRY FILM THICKNESS.) PRIMER SHALL BE TOUCHED UP AFTER ERECTION.

D. CONNECTIONS: ANY STRUCTURAL STEEL CONNECTIONS WHICH ARE NOT DETAILED ON THESE DRAWINGS SHALL BE DESIGNED IN ACCORDANCE WITH AISC SPECIFICATIONS.

E. WELDING:
   1. ALL WELDING IS TO BE PERFORMED BY CURRENT CERTIFIED WELDERS.
   2. ELECTRODES TO BE E-70 SERIES, LOW HYDROGEN (STORED ACCORDING TO A.W.S. REQUIREMENTS).

SHIPPING CONTAINER SPECIFICATION :

1. THESE SPECIFICATIONS COVER ASSEMBLY AND PREPARATION OF 40 FEET SIZE INTERNATIONAL STANDARD ORGANIZATION, ISO, SHIPPING CONTAINERS AND ISBU MODULES.

2. ANY STRUCTURAL MODIFICATIONS OF THE CONTAINERS SHALL BE CERTIFIED BY A STRUCTURAL ENGINEER TO MEET APPROPRIATE SAFETY STANDARDS AND FLORIDA BUILDING CODES.

3. ALL EXTERIOR WELDING SHALL BE CONTINUOUS TO GIVE PERFECT WATERTIGHT PROPERTIES, INTERIOR WELDS SHALL BE INTERMITTENT WITH A MINIMUM BEAD LENGTH OF 6 INCHES FOR EVERY 24 INCHES (U.O.N).
   ALL THE WELDS, EVEN SPOTS, WILL HAVE PENETRATION WITHOUT UNDERCUTTING OR POROSITY.

4. DOOR SYSTEMS
   4.1. DOORS CONSIST OF TWO DOOR LEAVES, EACH LEAF WITH TWO LOCKING DEVICES, FOUR HINGES AND PINS, SEAL GASKETS AND THE DOOR HOLDERS.
   4.2. THE DOORS BE INSTALLED BY HINGE PINS TO THE REAR END FRAME AND SHALL BE SECURED PROPERLY TO THE FRAME AND INCAPABLE TO SWING U.O.N

5. SIDE WALL ASSEMBLY
   5.1. TOP SIDE RAILS
   ALL TOP SQUARE STEEL TUBES SHALL BE REMAINED AND REINFORCED WHEREVER CORRUGATED SIDE WALLS OF CONTAINERS BE REMOVED. (SEE PLANS FOR DETAILS)

6. SURFACE PREPARATION OF THE STEELWORK
   6.1. ALL THE STEEL SURFACE PRIOR TO FORMING OR AFTER WILL BE DE-GREASED AND SHOT BLASTED TO OBTAIN THE SURFACE ROUGHNESS WHICH CAN RESULT IN THE REMOVAL OF ALL THE RUST, DIRT, MILL SCALE AND ALL OTHER FOREIGN MATERIALS.

   6.2. LOCKING ROD ASSEMBLIES, WHICH ARE WELDED WITH GEAR CAMS, BARS HOLDER AND HANDLE HINGES, SHALL BE HOT-DIP GALVANIZED.

   6.3. ALL FASTENERS SUCH AS BOLTS/NUTS, WASHERS, SELF-TAPPING SCREWS, WHICH ARE NOT MENTIONED IN THIS SPEC. SHALL BE HOT-DIP GALVANIZED, UNLESS SPECIFIED OTHERWISE.

7. COATING
   7.1. PRIOR TO ASSEMBLY
   ALL THE STEEL SURFACES SHALL BE COATED WITH PRIMER PAINT IMMEDIATELY AFTER SHOT-BLASTING.

   7.2. AFTER ASSEMBLY
   ALL THE WELD JOINTS WILL BE SHOT-BLASTED TO REMOVE ALL THE WELDING FLUXES, SPATTERS, BURNT PRIMER COATINGS CAUSED BY WELDING HEAT, AND OTHER FOREIGN MATERIALS, AND FOLLOWED WITH THE SECONDARY PAINT OPERATION IMMEDIATELY.

THESE PLANS ARE FOR BUILDING DEPARTMENT REVIEW ONLY. THEY ARE NOT TO BE CONSTRUED AS CONSTRUCTION DOCUMENTS UNTIL ALL BUILDING DEPARTMENT APPROVALS ARE OBTAINED.

bndr
bndr llc
FL LIC# AA26001823

Calc Engineering
CALC ENGINEERING
www.calceng.com
3901 NW 79th AVE. UNIT 216 DORAL FL 33166
Phone: (305) 898-9995
ENGINEERING BUSINESS
CA CERTIFICATION: 32566

No.	Description	Date

OWNER:
BRIDGE DEVELOPMENT PARTNERS, L.L.C

PROJECT:
PHASE III TENANT IMPROVEMENTS
400 Hillsboro Technology Drive
Deerfield Beach, FL 33441

PERMIT SET

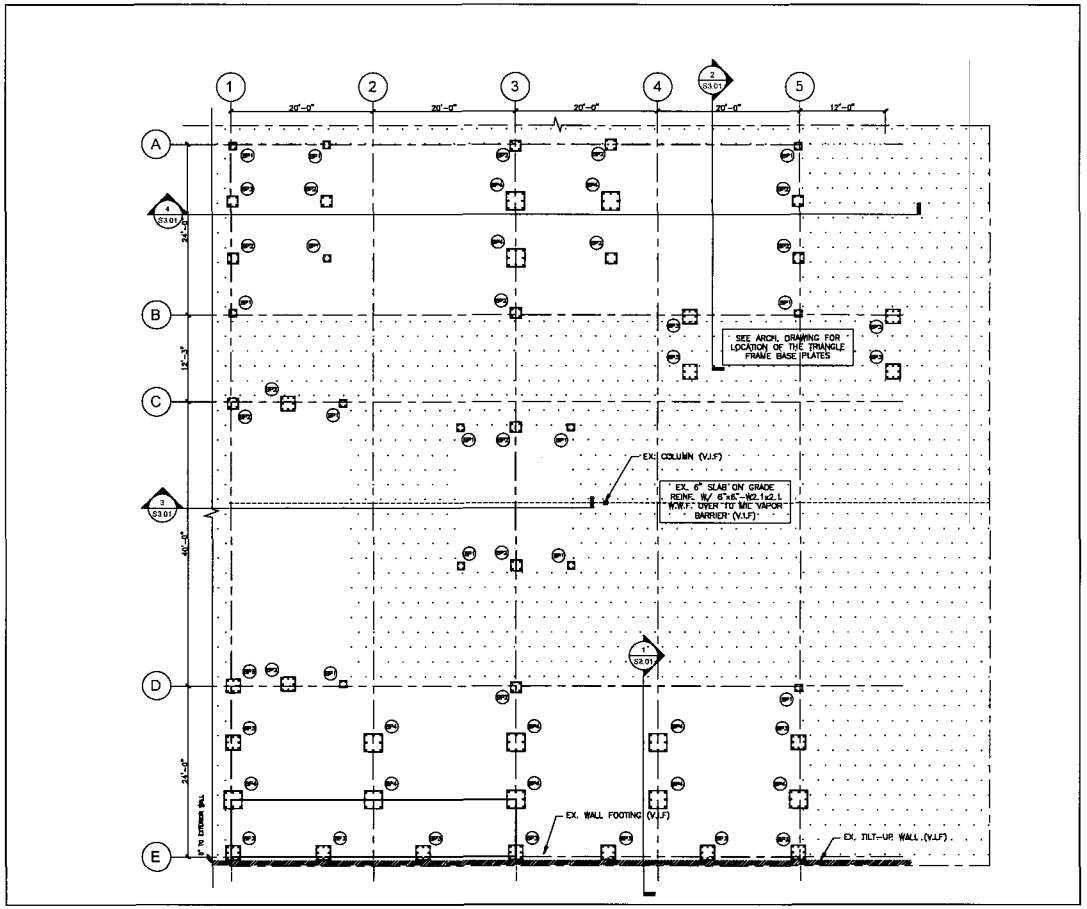
GENRAL NOTES

Project number	01807
Date	2018-12-17
Drawn by	BTG
Checked by	MH

SGN

Scale

(C) bndr llc 2018



BASE PLATE LAYOUT & FOUNDATION PLAN
1/8" = 1'-0"

THESE PLANS ARE FOR BUILDING DEPARTMENT REVIEW ONLY. THEY ARE NOT TO BE CONSTRUED AS CONSTRUCTION DOCUMENTS UNTIL ALL BUILDING DEPARTMENT APPROVALS ARE OBTAINED.

bndr

bndr llc
FL LIC# AA26001823

Calc Engineering

CALC ENGINEERING
www.calceng.com
3901 NW 79th AVE. UNIT
216 DORAL FL 33166
Phone: (305) 898-9995
ENGINEERING BUSINESS
CA CERTIFICATION: 32566

No.	Description	Date

OWNER:
BRIDGE DEVELOPMENT PARTNERS, L.L.C

PROJECT:
PHASE III TENANT IMPROVEMENTS
400 Hillsboro Technology Drive
Deerfield Beach, FL 33441

PERMIT SET

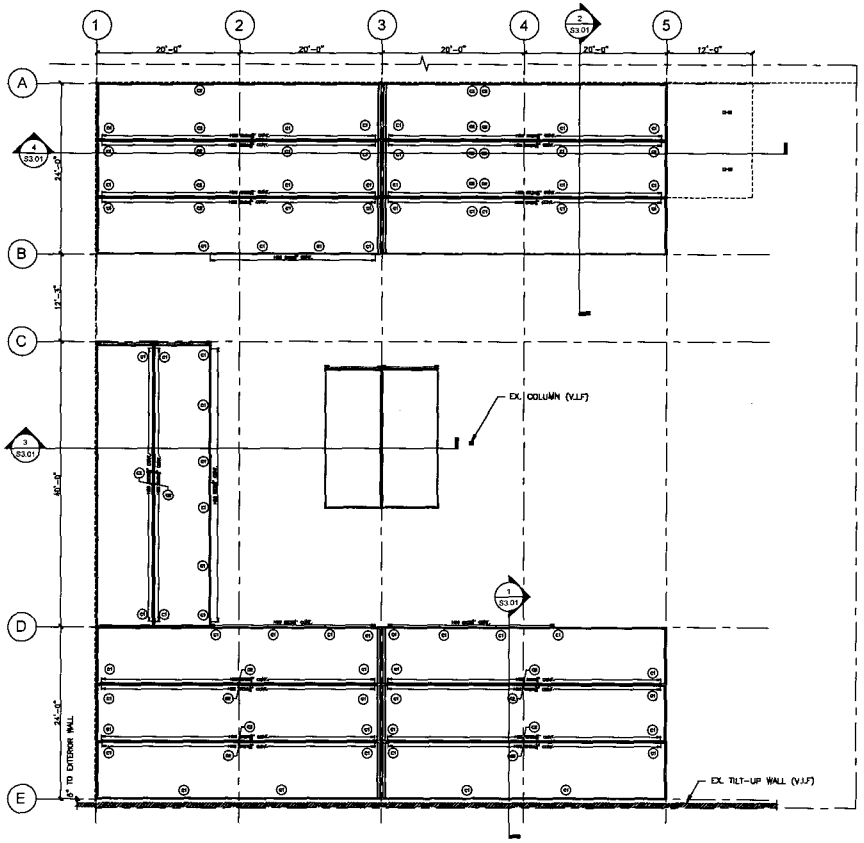
GROUND FLOOR STRUCTURAL PLAN

Project number	01807
Date	2018-12-17
Drawn by	BTG
Checked by	MH

S1.00

Scale 1/8" = 1'-0"

(C) bndr llc 2018



FIRST FLOOR COLUMN & CEILING REINFORCEMENT LAYOUT

1/8" = 1'-0"

THESE PLANS ARE FOR BUILDING DEPARTMENT REVIEW ONLY. THEY ARE NOT TO BE CONSTRUED AS CONSTRUCTION DOCUMENTS UNTIL ALL BUILDING DEPARTMENT APPROVALS ARE OBTAINED.

bndr

bndr llc
FL LIC# AA26001823

Calc Engineering

CALC ENGINEERING
www.calceng.com
3901 NW 79th AVE. UNIT
216 DORAL FL 33166
Phone: (305) 898-9995
ENGINEERING BUSINESS
CA CERTIFICATION: 32566

No.	Description	Date

OWNER:
BRIDGE DEVELOPMENT PARTNERS, L.L.C

PROJECT:
PHASE III TENANT IMPROVEMENTS
400 Hillsboro Technology Drive
Deerfield Beach, FL 33441

PERMIT SET

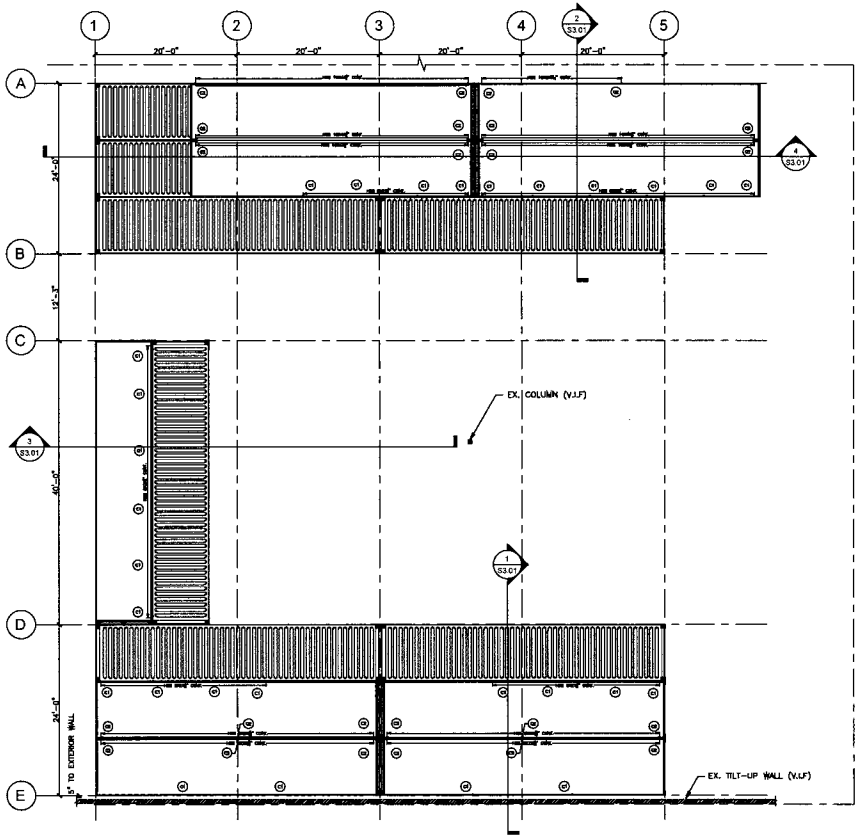
FIRST FLOOR STRUCTURAL PLAN

Project number	01807
Date	2018-12-17
Drawn by	BTG
Checked by	MH

S1.01

Scale 1/8" = 1'-0"

(C) bndr llc 2018



SECOND FLOOR COLUMN & CEILING REINFORCEMENT LAYOUT

1/8" = 1'-0"

THESE PLANS ARE FOR BUILDING DEPARTMENT REVIEW ONLY. THEY ARE NOT TO BE CONSTRUED AS CONSTRUCTION DOCUMENTS UNTIL ALL BUILDING DEPARTMENT APPROVALS ARE OBTAINED.

bndr

bndr llc
FL LIC# AA26001823

Calc Engineering

CALC ENGINEERING
www.calceng.com
3901 NW 79th AVE. UNIT
216 DORAL FL 33166
Phone: (305) 898-9995
ENGINEERING BUSINESS
CA CERTIFICATION: 32566

No.	Description	Date

OWNER:
BRIDGE DEVELOPMENT PARTNERS, L.L.C

PROJECT:
PHASE III TENANT IMPROVEMENTS
400 Hillsboro Technology Drive
Deerfield Beach, FL 33441

PERMIT SET

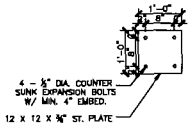
SECOND FLOOR STRUCTURAL PLAN

Project number	01807
Date	2018-12-17
Drawn by	BTG
Checked by	MH

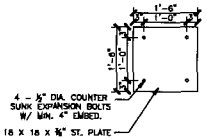
S1.02

Scale 1/8" = 1'-0"

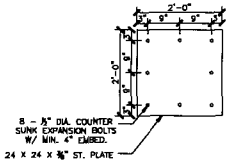
(C) bndr llc 2018



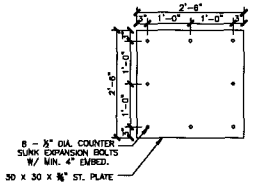
BASE PLATE-1
3/4" = 1'-0"



BASE PLATE-2
3/4" = 1'-0"



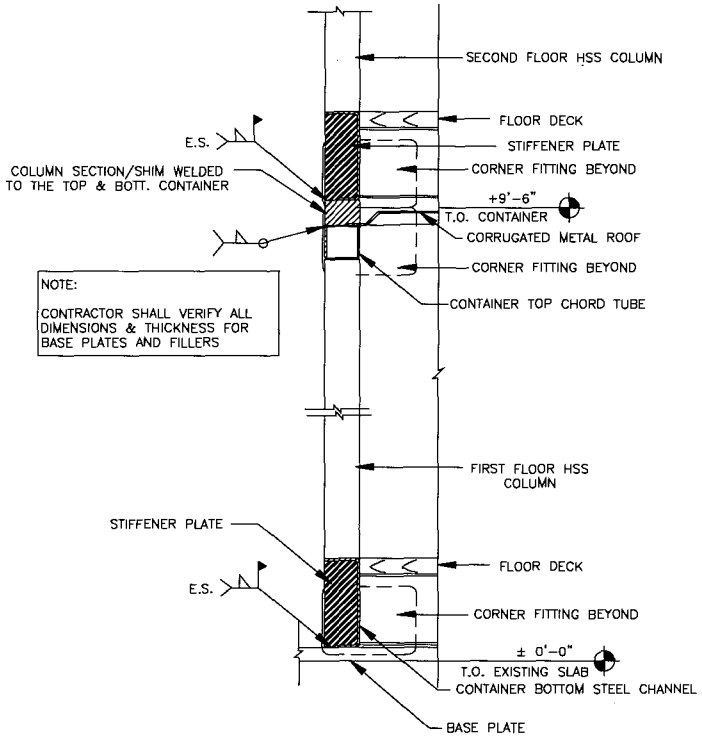
BASE PLATE-3
3/4" = 1'-0"



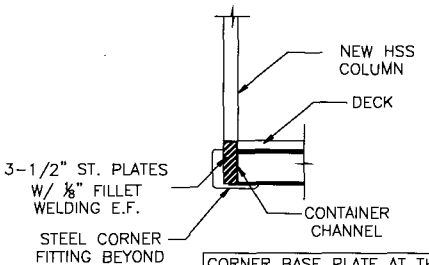
BASE PLATE-4
3/4" = 1'-0"

FOOTING SCHEDULE							
MARK	SIZE	DEPTH	REINFORCEMENT				REMARKS
			BOTT. S.W.	BOTT. L.W.	TOP S.W.	TOP L.W.	
F-40	4'-0"X 4'-0"	24"	5 #5	5 #5	5 #5	5 #5	F'c = 4000 PSI
F-50	5'-0"X 5'-0"	16"	6 #5	6 #5			F'c = 4000 PSI

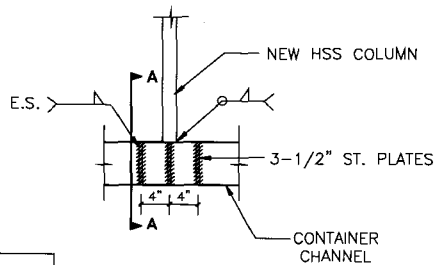
COLUMN SCHEDULE				
MARK	TYP.	SIZE	THICK.	REMARKS
C1	HSS	2X2	⅛"	STEEL TUBE
C2	HSS	2X2	¾"	STEEL TUBE



MID SPAN COLUMN CONNECTION W/ CONTAINER (TYP.)
N.T.SC

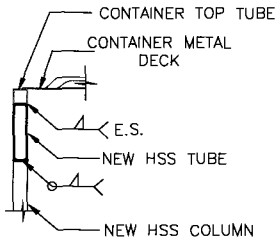


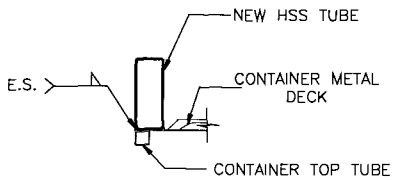
VIEW A-A



FRONT VIEW

HSS COLUMN TO BOTTOM CHANNEL CONNECTION (TYP.)
N.T.SC





HSS TUBE BEAM CONNECTION TO CONTAINER DETAIL (TYP.)
N.T.SC

THESE PLANS ARE FOR BUILDING DEPARTMENT REVIEW ONLY. THEY ARE NOT TO BE CONSTRUED AS CONSTRUCTION DOCUMENTS UNTIL ALL BUILDING DEPARTMENT APPROVALS ARE OBTAINED.

bndr
bndr llc
FL LIC# AA26001823

Calc Engineering
CALC ENGINEERING
www.calceng.com
3901 NW 79th AVE. UNIT 216 DORAL FL 33166
Phone: (305) 898-9995
ENGINEERING BUSINESS
CA CERTIFICATION: 32566

No.	Description	Date

OWNER:
BRIDGE DEVELOPMENT PARTNERS, L.L.C

PROJECT:
PHASE III TENANT IMPROVEMENTS
400 Hillsboro Technology Drive
Deerfield Beach, FL 33441

PERMIT SET

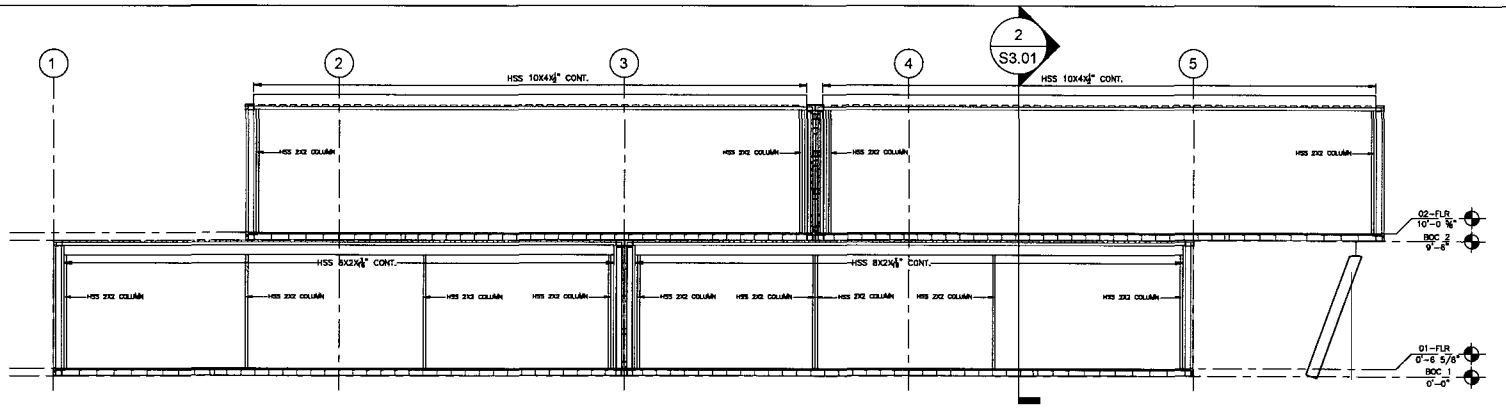
DETAILS

Project number	01807
Date	2018-12-17
Drawn by	BTG
Checked by	MH

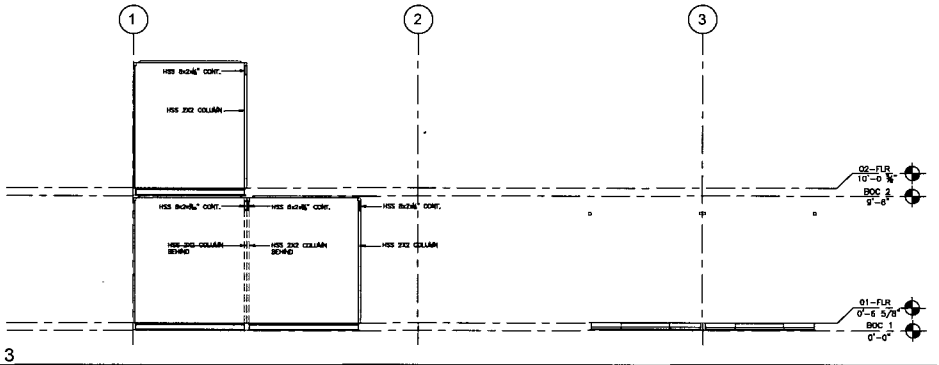
S1.02

Scale: AS SHOWN

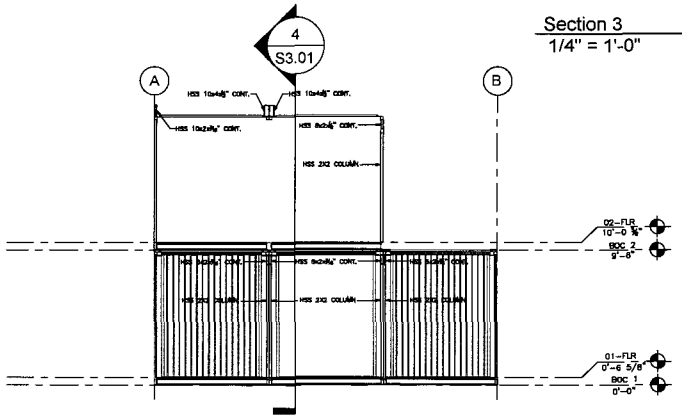
(C) bndr llc 2018



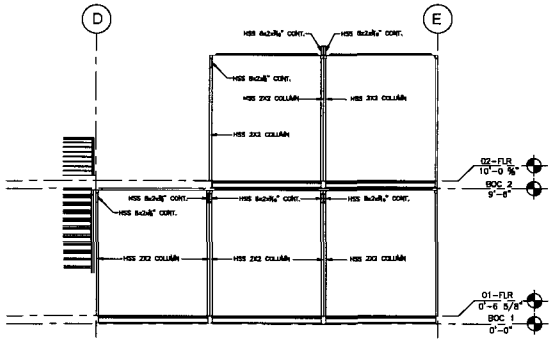
Section 4
1/4" = 1'-0"



Section 3
1/4" = 1'-0"



Section 2
1/4" = 1'-0"



Section 1
1/4" = 1'-0"

bndr
bndr llc
FL LIC# AA26001623

Calc Engineering

CALC ENGINEERING
www.calceng.com
3901 NW 79th AVE. UNIT
216 DORAL FL 33166
Phone: (305) 898-9995
ENGINEERING BUSINESS
CA CERTIFICATION: 32566

No.	Description	Date

OWNER:
BRIDGE DEVELOPMENT PARTNERS, L.L.C

PROJECT:
PHASE III TENANT IMPROVEMENTS
400 Hillsboro Technology Drive
Deerfield Beach, FL 33441

PERMIT SET

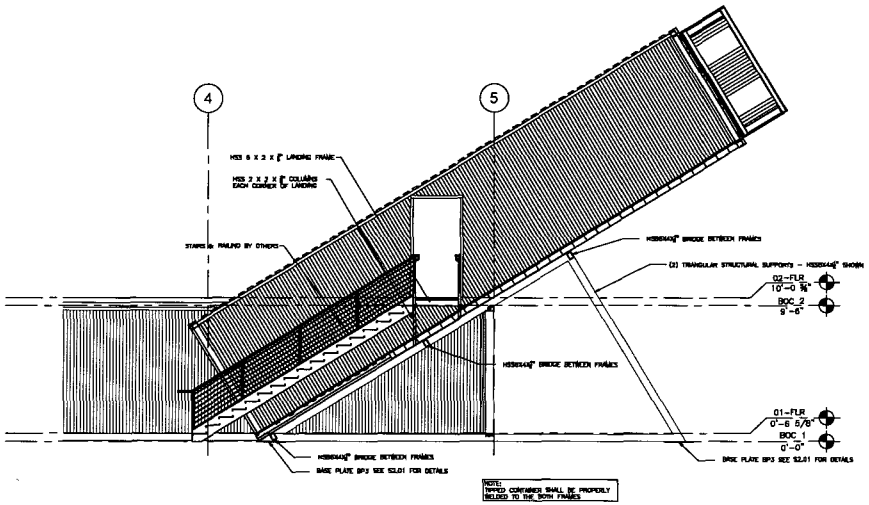
SECTIONS

Project number	01807
Date	2018-12-17
Drawn by	BTG
Checked by	MH

S3.01

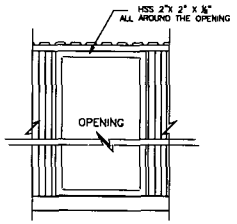
Scale 1/4" = 1'-0"

(C) bndr llc 2018



TIPPED CONTAINER SUPPORT FRAME DETAILS

1/4" = 1'-0"



TYPICAL EXTERIOR OPENING REINFORCEMENT DETAIL

NTSC

bndr

bndr llc
FL LIC# AA26001823

Calc Engineering

CALC ENGINEERING
www.calceng.com
3901 NW 79th AVE. UNIT
216 DORAL FL 33166
Phone: (305) 898-9995
ENGINEERING BUSINESS
CA CERTIFICATION: 32566

No.	Description	Date

OWNER:
BRIDGE DEVELOPMENT PARTNERS, L.L.C

PROJECT:
PHASE III TENANT IMPROVEMENTS
400 Hillsboro Technology Drive
Deerfield Beach, FL 33441

PERMIT SET

SECTIONS

Project number	01807
Date	2018-12-17
Drawn by	BTG
Checked by	MH

S4.01

Scale 1/4" = 1'-0"

(C) bndr llc 2018

AIR-CONDITIONING GENERAL NOTES

1. THE ABBREVIATION "A.C." USED HEREINAFTER IN THIS GENERAL AIR CONDITIONING SPECIFICATION SHALL BE CONSTRUED TO MEAN AIR CONDITIONING CONTRACTOR.
2. THE "GENERAL CONDITIONS OF THE CONTRACT", CURRENT EDITION, PUBLISHED IN STANDARD FORM BY THE AMERICAN INSTITUTE OF ARCHITECTS SHALL BE PART OF THIS CONTRACT.
3. ALL WORK AND MATERIALS SHALL BE IN FULL ACCORDANCE WITH OSHA AND ALL STATE AND LOCAL CODES THAT APPLY.
4. THE A.C. SHALL CHECK ALL EQUIPMENT FOR CORRECT VOLTAGE RATING BEFORE INSTALLATION.
5. THE A.C. SHALL TAKE OUT PERMITS, PROCURE CERTIFICATES, AND PAY ALL FEES ASSOCIATED WITH THE WORK. HE SHALL ALSO BE RESPONSIBLE FOR MAKING ALL INSPECTIONS AND TESTS.
6. THE DRAWINGS ARE DIAGRAMATIC AND ARE INTENDED TO SHOW APPROXIMATE LOCATIONS. THE A.C. SHALL NOT SCALE THE DRAWINGS.
7. BIDDERS SHALL VISIT THE SITE AND FAMILIARIZE THEMSELVES WITH ALL CONDITIONS INVOLVING THE WORK.
8. IT SHALL BE THE RESPONSIBILITY OF THE A.C. FOR THE ADVANCE ORDERING OF LONG LEAD ITEMS SO AS NOT TO DELAY OTHER TRADES RESULTING IN ANY DOWN OR LAG TIME.
9. THE G.C. SHALL FURNISH ALL EQUIPMENT, LABOR, MATERIALS AND SUPERVISION TO INSTALL A COMPLETE AND PROPERLY OPERATING AIR-CONDITIONING SYSTEM AS DESCRIBED HEREIN AND AS SHOWN AND/OR NOTED ON THE DRAWINGS.
10. THE A.C. SHALL FURNISH AND INSTALL ALL MINOR ITEMS WHICH ARE OBVIOUSLY AND REASONABLE NECESSARY TO COMPLETE THE INSTALLATION WHETHER OR NOT SPECIFIED AS SHOWN ON THE PLANS.
11. THE A.C. SHALL BE A LICENSED MECHANICAL CONTRACTOR.
12. THE A.C. IS REFERRED TO THE ARCHITECTURAL, FIRE PROTECTION PLANS AND SPECIFICATIONS. SUCH PLANS AND SPECIFICATIONS ARE CONTRACT DOCUMENTS. VERIFY ALL REQUIREMENTS PRIOR TO INSTALLATION.
13. THE A.C. SHALL EXAMINE THESE SPECIFICATIONS AND THE WHOLE CONTRACT BY SECURING A COMPLETE SET OF DRAWINGS OF THE WHOLE CONTRACT.
14. THE A.C. SHALL BE RESPONSIBLE FOR THE FULL COORDINATION OF HIS WORK WITH THAT OF THE GENERAL CONTRACTOR AND OTHER SUBCONTRACTORS TO MUTUALLY AVOID CONFLICT.
15. THE A.C. SHALL BE RESPONSIBLE FOR VERIFICATION OF CEILING CONSTRUCTION BEFORE INSTALLING DIFFUSERS.
16. ALL AIR CONDITIONING WORK SHALL NOT INTERFERE WITH CLEARANCES REQUIRED FOR GENERAL AND MECHANICAL CONSTRUCTION. SHOULD AIR CONDITIONING WORK BE INSTALLED WHICH INTERFERES WITH THE WORK OF OTHER CONTRACTORS, SUCH WORK SHALL BE CHANGED AT NO ADDITIONAL COST TO THE OWNER.
17. THE A.C. SHALL VERIFY ALL NOTES AND DIMENSIONS PRIOR TO PROCEEDING WITH BID. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
18. THE A.C. SHALL SUBMIT REQUESTS FOR SUBSTITUTIONS IN WRITING.
19. THE A.C. SHALL TOUCH UP OR REFINISH THE FACTORY FINISH OF EQUIPMENT MARRED DURING SHIPMENT OR INSTALLATION. THE IS RESPONSIBLE TO REPAIR TO ORIGINAL CONDITION ANY AND ALL DAMAGES TO BUILDING SURFACES, EQUIPMENT, AND FURNISHINGS CAUSED DURING PERFORMANCE OF WORK.
20. THE A.C. SHALL FURNISH AND INSTALL DISCONNECT SWITCHES, WIRING AND CONNECTIONS OF AIR-CONDITIONING SYSTEM AS SHOWN ON PLANS. MOTOR STARTERS AND CONTROLS ARE TO BE SUPPLIED BY A.C. CONTRACTOR AND CONNECTED BY ELECTRICAL CONTRACTOR. CONTROL WIRING SHALL BE PROVIDED BY THE ELECTRICAL CON TRACTOR.
21. ALL PENETRATIONS SHALL BE PROPERLY FLASHED AND SEALED BY THE GENERAL CONTRACTOR.
22. NO CONDUITS OR PIPES ARE TO BE RUN IN DUCTWORK.
23. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE TO PROVIDE TYPE WRITTEN PANEL SCHEDULES FOR ALL PANELS. THE A.C. SHALL COORDINATE WITH THE ELECTRICAL CONTRACTOR IN ORDER THAT THE SAME NOMENCLATURE IS USED AS PROVIDED ON THE A/C PLANS.
24. ALL MATERIALS SHALL BE NEW, OF AMERICAN MANUFACTURE, AND IN COMPLIANCE WITH UNDERWRITERS LABORATORIES OR OTHER RECOGNIZED TESTING AGENCY, UNLESS SPECIFIED OTHERWISE.
25. THE A.C. SHALL BE RESPONSIBLE FOR ANY DAMAGE TO MECHANICAL EQUIPMENT DUE TO REMOVAL OR INSTALLATION OF ANY WORK.
26. ALL STRUCTURAL CUTTING AND PATCHING SHALL BE DONE BY THE GENERAL CONTRACTOR.

BUILDING ENVELOPE

1. EXTERIOR WALL:
6" PRECAST CONCRETE PANELS, R6 METAL FURRING R-5 RIGID INSULATION

2. ROOF:
R-10 INSULATION OVER METAL DECK

3. WINDOWS:
IMPACT GLASS, DOUBLE PANE TINT, U=0.58, SHGC=0.25

LEGEND

	REFRIGERANT LINE
	CONDENSATE LINE
	NEW DUCTWORK
	NEW FLEX DUCT
	NEW RETURN AIR DUCTWORK
	ROUND DUCT
O	ROUND DUCT UP
C	ROUND DUCT DOWN
	SUPPLY AIR DIFFUSER
	RETURN AIR GRILLE
	EXHAUST AIR GRILLE
BDD	BACK DRAFT DAMPER

MECHANICAL SCOPE OF WORK

1. NEW AIR CONDITIONED SYSTEM
2. NEW DUCTWORK AS PER LAYOUT

DUCTWORK NOTES

1. ALL EXPOSED DUCTWORK ABOVE THE ROOF AND DUCTWORK DOWN THROUGH THE ROOF SHALL BE FABRICATED WITH GALVANIZED SHEET METAL ACCORDING TO S.M.A.C.N.A. LOW VELOCITY DUCT MANUAL.
2. SUPPLY AIR DUCTWORK: INTERNALLY LINED WITH RIGID DUCT INSULATION (1-0.7, 1" THICK)
3. DUCT COVERING AND LINING, INCLUDING ADHESIVES WHERE USED, SHALL HAVE A FLAME SPREAD INDEX NOT HIGHER THAN 25, AND A SMOKE-DEVELOPED INDEX NOT OVER 50 WHEN TESTED IN ACCORDANCE WITH ASTM E 84 OR UL 723, USING THE SPECIMEN PREPARATION AND MOUNTING PROCEDURES OF ASTM E 2231.
4. RETURN AIR DUCTWORK NO INSULATION
5. OA MAKE UP DUCTWORK NO INSULATION
6. ALL DUCTWORK JOINTS SHALL BE SEALED WITH A UL LISTED SEALANT.
7. ALL EXTERIOR DUCTWORK SHALL BE PAINTED WITH TWO COATS OF ALUMINUM PAINT.
8. AIR DISTRIBUTION SYSTEM CONSTRUCTION AND INSULATION SHALL COMPLY WITH THE LATEST EDITION OF THE STATE OF FLORIDA ENERGY EFFICIENCY CODE FOR BUILDING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE A COPY OF THIS SECTION AT THE JOB SITE.
9. EACH DUCT SYSTEM SHALL BE CONSTRUCTED AND ERECTED FOR THE SPECIFIC DUCT PRESSURE CLASSIFICATIONS SHOWN ON THE APPROVED DRAWINGS FOR THE PROJECT IN ACCORDANCE WITH STANDARDS RS-15, RS-17, RS-18, RS-19, AND RS-32.
10. ALL 90 DEGREE ELBOWS SHALL BE EQUIPPED WITH TURNING VANES.
11. SPLITTERS AND VOLUME DAMPERS SHALL BE INSTALLED WHERE SHOWN ON PLANS.

CLEAN-UP NOTES

1. CLEAN UP OF SITE: UPON COMPLETION OF THE PROPOSED WORK, THE PERMIT HOLDER SHALL LEAVE THE SITE CLEARED OF RUBBISH, DEBRIS, CONSTRUCTION SHEDS OR MATERIALS OF CONSTRUCTION. IN THE EVENT THERE HAS BEEN DAMAGE TO PUBLIC PROPERTY OR THAT RUBBISH, DEBRIS, CONSTRUCTION SHEDS OR MATERIALS OF CONSTRUCTION HAVE BEEN LEFT AT THE SITE, THEN THE BUILDING OFFICIAL SHALL REFUSE TO MAKE FINAL INSPECTION AND SHALL NOTIFY THE PERMIT HOLDER TO CORRECT THE CONDITION OF VIOLATION WITHIN FIVE DAYS. FOR FAILURE TO COMPLY WITH SUCH NOTICE AFTER SUCH PERIOD OF FIVE DAYS, THE PERMIT HOLDER IS SUBJECT TO THE PENALTIES SPECIFIED BY THE DADE COUNTY CODE, AND THE BUILDING OFFICIAL SHALL HAVE THE CLEAN-UP WORK DONE AND PUBLIC PROPERTY RESTORED AND SHALL NOTIFY THE LEGAL AUTHORITIES, WHO SHALL INSTITUTE THE NECESSARY ACTION TO HAVE THE COSTS PLACED AS A LIEN AGAINST THE PROPERTY IN RELATION TO WHICH THE PERMIT WAS ISSUED.
2. THE A.C. SHALL KEEP ALL AREAS IN WHICH WORK IS BEING PERFORMED FREE FROM DEBRIS AT ALL TIMES, AND SAID AREA SHALL BE LEFT BROOM CLEAN AT THE END OF EACH WORKING DAY.
3. AT THE COMPLETION OF THE WORK, THE A.C. SHALL REMOVE ALL RUBBISH CAUSED BY HIS WORK, AND SHALL THOROUGHLY CLEAN ALL FIRE PROTECTION EQUIPMENT.

HVAC DESIGN REQUIRMENTS

	YES	NO
DUCT SMOKE DETECTION		X
FIRE DAMPER (S)		X
SMOKE DAMPERS		X
FIRE RATED ENCLOSURE		X
FIRE RATED ROOF/FLOOR CEILING ASSEMBLY		X
FIRE STOPPING		X
SMOKE CONTROL (Duct Smoke Detector)	X	

AIR CONDITIONING SCHEDULE

RTU - 1 DAIKIN Commercial	DCC102 ***3V***B*
Cooling Capacity	
Total BTU/h	100,000
Sensible BTU/h	69,000
EER / IEER	11.3/13.4
Decibels	83
ARI Reference #	7370923
Evaporator Motor / Coil	
Motor Type	2-speed Belt Drive
Indoor Nominal CFM	3,200
Indoor motor FLA (Cooling)	6.0
Horsepower - RPM	2 / 1740-1160
Piston Size (Cooling)	0.080
Filter Size (Qty)	(4) 16 x 20 x 2
Drain Size (NPT)	3/4"
R-410A Refrigerant Charge Ckt #1 & #2	110 oz
Evaporator Coil Face Area (ft²)	10.2
Rows Deep / Fins per Inch	4/14
Belt Drive Evap Fan Data	
# of Wheels (D x W)	(1) 15" x 12"
Motor Sheave / Blower Sheave	VL40 / AK74
Belt	AX51
Condenser Fan / Coil	
Quantity of Condenser Fan Motors	2
Horsepower - RPM	½ - 1,075
Fan Diameter / # Fan Blades	22 / 3
Outdoor Nominal CFM	8,200
Face Area (ft²)	28.8
Rows Deep - Fins per Inch	2 X2 / 27±1
Compressor	
Quantity / Type / Stage	2 / Scroll / 1
Compressor RLA / LRA ea.	14.5 / 98
Electrical Data	
Voltage/Phase/ Frequency	208/230-3-60
Standard Motor Max. External Static	1"
Outdoor Fan RLA ea.	1.40
Min. Circuit Ampacity[1]	41.4 / 41.4
Max. Overcurrent Protection (amps)[2]	50 / 50
Entrance Power Supply	Locating Dimple
Entrance Control Voltage	
Operating Weight (lbs)	1050
Ship Weight (lbs)	1125

BOOSTER FAN SCHEDULE

Product Identification Manufacturer	AC Infinity Inc.
Product Name	CLOUDLINE S8
Product Model	AI-CLS8
UPC Code	819137020306
Product Performance and Technical Specs	
Total Airflow	351 CFM
Total Noise	32 dBA
Static Pressure	300
Fan Operating Voltage	24V DC Power 40 W
Current	1.67 A
Wall Adapter Input	100 to 240V
AC Operating Humidity	35 to 85%
RH Operating Temperature	14 to 230°F
Ingress Protection IP	44
Fan Bearings Dual Ball	L10
Fan Quality Approvals	CE, RoHS

OUTDOOR AIR CALCULATIONS

SYSTEM	SPACE	FUNCTION OF SPACE	FLOOR AREA SF	No. OF PEOPLE	CFM/ PERSON	CFM/ SQ.FT.	CFM Rp*Pz	CFM Ra*As	EXHAUST	REQ. CFM RA/SYST.
RTU-1	OPEN OFFICE SPACE	OFFICE	10,000	50	5	0.06	250	600	–	850

GUARANTEE

1. ALL WORK, MATERIAL ETC. SHALL BE FULLY GUARANTEED FOR (1) YEAR BY THE A.C. CONTRACTOR. THE 1 YEAR PERIOD SHALL COMMENCE AFTER FINAL APPROVAL BY THE ARCHITECT/ENGINEER.
2. THE A.C. SHALL FURNISH A WRITTEN GUARANTEE COVERING A ONE (1) YEAR PERIOD FOR ALL EQUIPMENT AND AIR ADDITIONAL FOUR (4) YEAR PERIOD FOR THE COMPRESSORS.

DESIGN IS BASED ON FBC 2017, 6TH EDITION

Calc Engineering
CALC ENGINEERING
www.calceng.com
5300 NW 85 AVE Unit 1014
DORAL FL 33166
Phone: (305) 898-9995
ENGINEERING BUSINESS
CA CERTIFICATION: 32566

PHASE III TENANTS IMPROVEMENTS
SHIPMONK
400 HILLSBORO TECHNOLOGY DRIVE
DEERFIELD BEACH, FL 33441

Revision #	Description	Date

MECHANICAL NOTES & SCHEDULES

Date 01/03/2019

1878

M-100

Scale AS SHOWN

Calc Engineering
CALC ENGINEERING
www.calceng.com
5300 NW 65 AVE Unit 1014
COCONUT CREEK, FL 33073
Phone: (305) 894-9995
ENGINEERING BUSINESS
CA CERTIFICATION: 32566

PHASE III TENANTS IMPROVEMENTS
SHIPMONK
400 HILLSBORO TECHNOLOGY DRIVE
DEERFIELD BEACH, FL 33441

Revision #	Description	Date

MECHANICAL 1ST FLOOR PLAN

Date 01/03/2019

1878

M-101

Scale AS SHOWN

DESIGN IS BASED ON FBC 2017, 6TH EDITION

1 MECHANICHAL 1ST FLOOR PLAN
SCALE: 1/16"=1'-0"

1 MECHANICHAL 2ND FLOOR PLAN
SCALE: 1/16"=1'-0"

DESIGN IS BASED ON FBC 2017, 6TH EDITION

Cale Engineering
CALE ENGINEERING
www.caleeng.com
5300 NW 85 AVE Unit 101A
DORAL, FL 33166
Phone: (305) 859-2855
ENGINEERING BUSINESS
CA CERTIFICATION: 32566

PHASE III TENANTS IMPROVEMENTS
SHIPMONK
400 HILLSBORO TECHNOLOGY DRIVE
DEERFIELD BEACH, FL 33441

Revision #	Description	Date

MECHANICAL 2ND FLOOR PLAN

Date: 01/03/2019

1878

M-102

Scale: AS SHOWN

Calc Engineering
CALC ENGINEERING
5300 NW 33 AVE Unit 101-4
Ft. Lauderdale, FL 33309
Phone: (305) 443-8995
ENGINEERING BUSINESS
CA CERTIFICATION: 32566

PHASE III TENANTS IMPROVEMENTS
SHIPMONK
400 HILLSBORO TECHNOLOGY DRIVE
DEERFIELD BEACH, FL 33441

Revision #	Description	Date

ELECTRICAL ROOF PLAN

Date: 01/03/2019

1878

M-103

Scale: As shown

DESIGN IS BASED ON FBC 2017, 6TH EDITION

1 MECHANICAL 2ND FLOOR PLAN
SCALE: 3/16"=1'-0"



Curb installations must comply with local codes and should follow the established guidelines of the National Roofing Contractors Association.

Proper unit installation requires that the roof curb be firmly and permanently attached to the roof structure. Check for adequate fastening method prior to setting the unit on the curb.

Full perimeter roof curbs are available from the factory and are shipped unassembled. The installing contractor is responsible for field assembly, squaring, leveling, and mounting on the roof structure. All required hardware necessary for the assembly of the sheet metal curb is included in the curb accessory package.

- Determine sufficient structural support before locating and mounting the curb and package unit.
- Duct-work must be constructed using industry guidelines. The duct-work must be placed into the roof curb before mounting the package unit. Our full perimeter curbs include duct connection frames to be assembled with the curb. Cantilevered-type curbs are not available from the factory.
- Contractor furnishes curb insulation, cant strips, flashing, and general roofing material.
- Support curbs on parallel sides with roof members. To prevent damage to the unit, the roof members cannot penetrate supply and return duct openings.

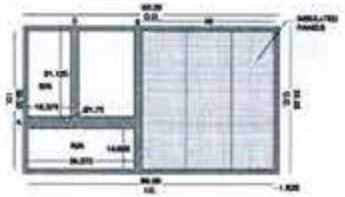
Note: The unit and curb accessories are designed to allow vertical duct installation before unit placement. Duct installation after unit placement is not recommended.

See the manual shipped with the roof curb for assembly and installation instructions.

3-D View



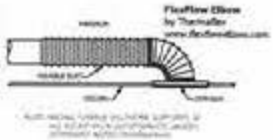
Top View



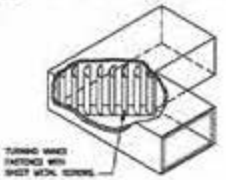


Power and Low-Voltage Entry Locations

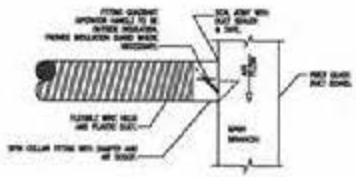
4 AC ROOF MOUNTING DETAIL
N.T.S



1 FLEXIBLE DUCT CONNT. TO AIR OUTLET / INLET
N.T.S



2 A/C DUCT ELBOW DETAIL
N.T.S



DESIGN IS BASED ON FBC 2017, 6TH EDITION

Cale Engineering

PHASE III TENANTS IMPROVEMENTS
SHIPMONK
400 HILLSBORO TECHNOLOGY DRIVE
DEERFIELD BEACH, FL 33441

Revisions #	Description	Date

MECHANICAL DETAILS

Date:

1878

M-100

Drawn:

NEW PANEL A — 120/208/1/60, 200 AMP, 22,000 AIC — NEMA 1, 3R

KVA	TRIP POLE	WIRE	DESCRIPTION	CKT				CKT	DESCRIPTION	WIRE	TRIP POLE	KVA
–	20/1	12	*1ST FLOOR SECT 1 LIGHTS	1	X			2	*1ST FLOOR SECT 1 RECEPTACLES	12	20/1	–
–	20/1	12	*1ST FLOOR SECT 2 LIGHTS	3		X		4	*1ST FLOOR SECT 2 RECEPTACLES	12	20/1	–
–	20/1	12	*1ST FLOOR SECT 3 LIGHTS	5			X	6	*1ST FLOOR SECT 3 RECEPTACLES	12	20/1	–
–	20/1	12	*1ST FLOOR SECT 4 LIGHTS	7	X			8	*1ST FLOOR SECT 4 RECEPTACLES	12	20/1	–
–	20/1	12	*1ST FLOOR SECT 5 LIGHTS	9		X		10	*1ST FLOOR SECT 5 LIGHTS	12	20/1	–
–	20/1	12	*1ST FLOOR SECT 6 LIGHTS	11			X	12	*1ST FLOOR SECT 6 RECEPTACLES	12	20/1	–
–	20/1	12	*1ST FLOOR SECT 5 RECEPTACLES	13	X			14	*2ND FLOOR SECT 8 LIGHTS	12	20/1	–
–	20/1	12	*2ND FLOOR SECT 6 RECEPTACLES	15		X		16	*2ND FLOOR SECT 7 LIGHTS	12	20/1	–
–	20/1	12	*2ND FLOOR SECT 7 RECEPTACLES	17			X	18	*2ND FLOOR SECT 8 LIGHTS	12	20/1	–
–	20/1	12	*2ND FLOOR SECT 8 RECEPTACLES	19	X			20	*2ND FLOOR SECT 9 LIGHTS	12	20/1	–
–	20/1	12	*2ND FLOOR SECT 9 RECEPTACLES	21		X		22	*2ND FLOOR SECT 10 LIGHTS	12	20/1	–
–	20/1	12	EXTERIOR WP GFI RECEPTACLES	23			X	24	RTU 1	10	40/2	5.50
–	100/2	2	SUB-PANEL B	25	X			26				
				27		X		28	*EXISTING UNDERSLAB LIGHTS	12	20/1	–
			SPACE	29			X	30	SPACE			

MAIN DISC: 250 AMP — * ARC FAULT CIRCUIT
FEEDER: (3) 250 KCMIL, (1) #4 GND IN 3" CU — ** ARC FAULT & GFCI COMBO

NEW SUB PANEL B — 120/208/1/60, 100 AMP, 22,000 AIC — NEMA 1, 3R

KVA	TRIP POLE	WIRE	DESCRIPTION	CKT				CKT	DESCRIPTION	WIRE	TRIP POLE	KVA
1.20	20/1	12	BOOST FAN 1.0	1	X			2	BOOST FAN 2.1	12	20/1	1.20
1.20	20/1	12	BOOST FAN 1.1	3		X		4	BOOST FAN 2.2	12	20/1	1.20
1.20	20/1	12	BOOST FAN 1.2	5			X	6	BOOST FAN 2.3	12	20/1	1.20
1.20	20/1	12	BOOST FAN 1.3	7	X			8	BOOST FAN 2.4	12	20/1	1.20
1.20	20/1	12	BOOST FAN 1.4	9		X		10	BOOST FAN 2.5	12	20/1	1.20
1.20	20/1	12	BOOST FAN 1.5	11			X	12	SPACE			
1.20	20/1	12	BOOST FAN 1.6	13	X			14	SPACE			
1.20	20/1	12	BOOST FAN 1.7	15		X		16	SPACE			
1.20	20/1	12	BOOST FAN 1.8	17			X	18	SPACE			
1.20	20/1	12	BOOST FAN 1.9	19	X			20	SPACE			
			SPACE	21		X		22	SPACE			
			SPACE	23			X	24	SPACE			
			SPACE	25	X			26	SPACE			
			SPACE	27		X		28	SPACE			
			SPACE	29			X	30	SPACE			

MAIN DISC: 100 AMP — * ARC FAULT CIRCUIT
FEEDER: (3) #2 (1) #6 GND IN 1 1/2" CU

ELECTRICAL CALCULATIONS

I. LOADCENTER A

1. UNIT @ 3WATTS/ SF (10,000 S.F. x 2W)	=	30.00
2. RTU-1	=	5.50
3. SUBTOTAL		25.50
4. SUB-PANEL B	=	19.50
5. TOTAL		45.00

$$\frac{45.00 \text{ KVA } (1000)}{208} = 216.34 \text{ AMPS}$$

GENERAL ELECTRICAL NOTES

1. THE NATURE OF THIS CONTRACT INVOLVES REMODELING OF EXISTING FACILITIES. THE ELECTRICAL CONTRACTOR, PRIOR TO BID, SHALL INSPECT THE EXISTING CONDITIONS AT THE JOB SITE AND ACQUAINT HIMSELF WITH THE CONDITIONS THAT WILL AFFECT HIS WORK.
2. WORK SHALL BE PERFORMED TO MEET THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NFPA) 2014, FLORIDA BUILDING CODE 2017 EDITION, LOCAL AND STATE CODES AND STANDARDS.
3. SHALL COMPLY WITH FLORIDA FIRE PREVENTION CODE 5TH EDITION.
4. ALL WIRING SHALL BE COPPER (CU) THHN INSULATION. IF ALUMINUM WIRES ARE USED:
   A. TO PREVENT OVERHEATING AT CONNECTION POINTS USE OXIDE INHIBITING COMPOUND FOR STRIPPED PORTION OF CONDUCTORS INSIDE CONNECTORS.
   B. A PREVENTIVE MAINTENANCE PLAN IS NECESSARY TO ENSURE A RELIABLE SERVICE INCLUDING VISUAL INSPECTIONS AND TESTS FOR SPLICES AND CONNECTION POINTS. (CORROSION AND TIGHTNESS PRINCIPALLY). INSPECTION INTERVALS OF 2 YEARS MAXIMUM ARE STRONGLY RECOMMENDED.
4. ALL NEW CIRCUIT BREAKERS SHALL BE RATED AT MINIMUM OF 10,000 AIC.
5. PRIOR TO INSTALLATION OF ROUGH ELECTRICAL WIRING, CHECK NAMEPLATE DATA OF ALL EQUIPMENT FOR REQUIRED VOLTAGES, MINIMUM CIRCUIT AMPACITY, AND OVERCURRENT PROTECTION.
6. ALL BRANCH CIRCUITS SHALL BE PROPERLY PHASE BALANCED.
7. ALL NEW CONDUCTORS SHALL BE RUN IN CONDUIT (METALLIC TYPE) UNLESS THAT HOMERUNS SHEATHED CABLE CAN BE USED IN DRY LOCATIONS AS PER NEC 334-8.
8. IF PVC CONDUITS ARE USED FOR UNDERGROUND FEEDERS, A GROUNDING CONDUCTOR SIZED IN ACCORDANCE WITH N.E.C. 250-122 MUST BE INSTALLED AND CONDUIT SIZE INCREASED AS REQUIRED.
9. TYPEWRITING PANEL DIRECTORY SHALL BE FURNISHED AFTER JOB IS COMPLETED REFLECTING ALL CHANGES AND ADDITIONS FOR NEW CIRCUITS.
10. RISERS ARE DIAGRAMMATIC ONLY. THEY DO NOT SHOW EVERY BEND REQUIRED FOR THE INSTALLATION. ELECTRICAL CONTRACTOR TO FIND THE BEST POSSIBLE ROUTE FOR ALL CIRCUITS.
11. THIS DRAWING IS A GUIDE FOR THE INSTALLATION OF ELECTRICAL SERVICE. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE TO PROVIDE A FUNCTIONING SYSTEM.
12. ALL NEW OUTLETS IN ROOMS TO BE PROTECTED BY AFCI BREAKERS.
13. ALL ELECTRICAL LIGHTING FIXTURES & RECEPTACLES ARE EXISTING TO REMAIN UNLESS OTHERWISE SPECIFIED.
14. ELECTRICAL CONTRACTOR SHALL COORDINATE WITH ARCHITECT/OWNER TO FIELD VERIFY INSTALLATION FOR OUTLETS AND LIGHTING FIXTURES.
15. BEFORE INSTALLING FLOOR OUTLETS CONTRACTOR SHALL COORDINATE EXACT LOCATION OF RECEPTACLES / LIGHTING FIXTURES WITH OWNER.
16. ROMEX TO BE USED WHERE ALLOWED BY NEC UNLESS

ELECTRICAL DEMOLITION NOTES

1. WITHIN THE AREA IDENTIFIED, UNLESS SPECIFICALLY NOTED OTHERWISE, CONTRACTOR SHALL DISCONNECT AND REMOVE ALL EXISTING UNUSED ELECTRICAL EQUIPMENT INCLUDING BUT NOT LIMITED TO LIGHTING FIXTURES, WIRING DEVICES, PANELBOARDS, MOTOR CONNECTIONS AND ASSOCIATED CONTROLS, ETC. REMOVE ALL UNUSED WIRING COMPLETELY INCLUDING CONDUIT AND CONDUCTORS BACK TO POWER SOURCE OR NEXT ACTIVE OUTLET. WHERE CONDUIT IS INACCESSIBLE, REMOVE CONDUCTORS AND CUT BACK CONDUIT FLUSH WITH SLAB OR WALL. PATCH OPENING TO MATCH EXISTING FINISH. WHERE EXISTING WIRING EXTENDS OUTSIDE OF THE AREA BY NATURE OF THE ORIGINAL INSTALLATION, CONTRACTOR SHALL MODIFY EXISTING WIRING AS REQUIRED TO MAINTAIN CONTINUITY OF EXISTING CIRCUITRY SUCH THAT NO EQUIPMENT TO REMAIN IS LEFT WITHOUT SERVICE.
2. SALVAGED MATERIALS, EQUIPMENT, AND LIGHT FIXTURES SHALL BE DELIVERED TO THE OWNER AT HIS PROPERTY AND STORED WITHIN THE BUILDING WHERE DIRECTED. ANY REMOVED MATERIALS OR EQUIPMENT WHICH THE OWNER DOES NOT WISH TO KEEP SHALL BE DISPOSED OF BY THE CONTRACTOR, WITHOUT ADDITIONAL COST TO THE OWNER.
3. THE CONTRACTOR SHALL VISIT THE SITE AND EXAMINE THE EXISTING CONDITIONS PRIOR TO COMMENCING WORK AND SHALL NOTIFY THE ARCHITECT AND/OR ENGINEER IF A CONDITION EXISTS WHICH PREVENTS HIM FROM ACCOMPLISHING THE WORK INDICATED AND INTENDED BY THESE DRAWINGS.
4. PRIOR TO BID, THE EXTENT AND UNDERSTANDING OF THE WORK TO BE PERFORMED SHALL BE CLEARLY ESTABLISHED SUCH THAT NO ADDITIONAL COSTS WILL BE INCURRED BY THE OWNER. ANY WORK, OTHER THAN AS DESCRIBED ON ANY ITEM OR SYSTEMS SHALL BE CLARIFIED WITH THE BID. THESE DRAWINGS REQUIRED TO PROVIDE AND INSTALL
5. PRIOR TO COMMENCING WORK, CONTRACTOR SHALL DISCONNECT POWER IN THE DEMOLITION AREA INCLUDING POWER FOR THE LOW-VOLTAGE SYSTEMS SUCH AS FIRE ALARM, CONTROL WIRING, ETC.
6. CONTRACTOR SHALL EXERCISE EXTREME CAUTION DURING DEMOLITION WORK. EXISTING FEEDERS AND PANELS ARE SHOWN SCHEMATIC FOR REFERENCE PURPOSES ONLY. CONTRACTOR SHALL VERIFY IN FIELD ROUTING OF ALL EXISTING FEEDERS PRIOR TO DEMOLITION.
7. CONTRACTOR SHALL PROVIDE TEMPORARY POWER WHERE REQUIRED DURING DEMOLITION AND CONSTRUCTION SCOPE OF WORK.
8. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THE SERVICE INTERRUPTIONS WITH THE OWNER AND GENERAL CONTRACTOR.

ARC FAULT PROTECTION NOTE

- ALL NEW, EXTENDED OR MODIFIED CIRCUITS SHALL BE AFCI (ARC FAULT CIRCUIT INTERRUPTER) PROTECTION IN ACCORDANCE WITH 2014 EDITION OF THE N.E.C. 210.12b

SMOKE DETECTORS NOTE

- ALL SMOKE DETECTORS SHALL BE 120V WITH BATTERY BACKUP, HARDWIRED AND INTERCONNECTED AND LOCATED 36" MIN. FROM ANY A/C SUPPLY.

NOTES

- ALL NEW OUTLETS SHALL BE TAMPER RESISTANCE DEVICES AS PER NEC 2011 406.12
- A MINIMUM OF 75% OF THE LAMPS IN PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL BE HIGH – EFFICIENCY LAMPS OR A MINIMUM OF 75% INSTALLED LIGHTING FIXTURES SHALL CONTAIN ONLY HIGH – EFFICIENCY LAMPS TO COMPLY WITH FBC 1404.1

ELECTRICAL SCOPE OF WORK

1. NEW LIGHTING AS PER LAYOUT

NOTES:

ALL NEW OUTLETS MUST BE TAMPER RESISTANCE DEVICES AS PER NEC 2011 406.11.

ALL SMOKE DETECTORS SHALL BE 120V WITH BATTERY BACKUP, HARDWIRED AND INTERCONNECTED AND LOCATED 36" MIN. FROM ANY A/C SUPPLY.

SHALL COMPLY WITH FLORIDA FIRE PREVENTION CODE 2014.

PATH OF EGRESS SHALL COMPLY WITH EGRESS ILLUMINATION MIN 1 FC AS PER FBC 1008

ALL LIGHTING SYSTEM SHALL COMPLIES WITH FBC E 505

COMMERCIAL LIGHTING CONTROLS COMPLY WITH E 405.

EMERGENCY LIGHTING SHALL COMPLY WITH 7.9.2.2 IN EACH SERVED AREA & NEC 700.12E

ALL ELECTRICAL EQUIPMENT INCLUDING OUTDOOR INSTALLATIONS SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER AS PER NEC 110.12.

ALL UNUSED OPENINGS SHALL BE CLOSED TO AFFORD PROTECTION, WHERE METALLIC PLUGS ARE USED WITH NON-METALLIC ENCLOSURES, THEY SHALL BE RECESSED AT LEAST ¼" FROM THE OUTER SURFACE OF THE ENCLOSURE AS PER NEC 110.12 (A).

INTERNAL PARTS OF ELECTRICAL EQUIPMENT, INCLUDING BUSBARS, WIRING TERMINALS, INSULATORS, AND OTHER SURFACES SHALL NOT BE DAMAGED OR CONTAMINATED BY FOREIGN MATERIALS SUCH AS PAINT, PLASTER, CLEANERS, ABRASIVES, OR CORRODIVE RESIDUES. THERE SHALL NOT BE DAMAGED PARTS OF THE EQUIPMENT SUCH AS PARTS THAT ARE BROKEN; BENT; CUT; OR DETERIORATED BY CORROSION, CHEMICAL ACTION, OR OVERHEATING AS PER NEC 110.12 (B)

ALL ELECTRICAL ENCLOSURES SHALL BE SELECTED AND MARKED WITH AN ENCLOSURE-TYPE AS PER TABLE 110.28

EMT SHALL NOT BE USED UNDER CONDITIONS LISTED ON NEC 358.12.

ALL "EM", AND EXIT LIGHT FIXTURES SHALL BE EQUIPPED WITH A EMERGENCY BATTERY BALLAST WITH 90 MINUTES OF BACK-UP TIME.

ELECTRICAL LEGEND

SYMBOL	DESCRIPTION
	DUPLEX RECEPTACLE
	SINGLE RECEPTACLE
	GFI RECEPTACLE
	ELECTRICAL LOADCENTER
S	SMOKE DETECTOR
$	SWITCH
$3	THREE WAY SWITCH
$D	DIMMER SWITCH
$DV	OCCUPANCY LOW VOLTAGE MOMENTARY OVERRIDE SWITCH.
$OS	DUAL TECHNOLOGY WALL SWITCH/OCCUPANCY SENSOR, WALL STOPPER.
J	JUNCTION BOX
N	(BOLD) DENOTES NEW
E	(LIGHT) DENOTES EXISTING
D	DATA
TV	CABLE TV
FA	FIRE ALARM SPEAKER
FA	FIRE ALARM
	CONTROLLED RECEPTACLE
C	CLOCK RECEPTACLE
RL	RELOCATED
EF	EXHAUST FAN
	EXISTING LIGHT TO BE REMOVED
	EXISTING FLUORESCENT LIGHT FIXTURE
	NEW FLUORESCENT LIGHT FIXTURE
	RELOCATED FLUORESCENT LIGHT FIXTURE
	EXIT LIGHT FIXTURE
	EMERGENCY LIGHT FIXTURE

ABBREVIATIONS

ABOVE FINISHED CEILING	AFC
ABOVE FINISHED FLOOR	AFF
ABOVE FINISHED GRADE	AFG
AIR HANDLER UNIT	AHU
AMPERES	AMP
AMPERES INTERRUPTING CAPACITY	AIC
AMERICAN WIRE GAUGE	AWG
AUDIO ENHANCEMENT	AE
BELOW FINISHED CEILING	BFC
BELOW FINISHED GRADE	BFG
CONDUIT	C
CABINET	CAB
CEILING	CLG
CENTERLINE	℄
CIRCUIT	CKT
COPPER	CU
CURRENT TRANSFORMERS	CT's
DISCONNECT(ING)	DISC
DRAWING(S)	DWG
EACH	EA
EXHAUST FAN	EF
ELECTRICAL METALLIC TUBING	EMT
EQUIPMENT	EQUIP
ELECTRIC UNIT HEATER	EUH
ELECTRIC WATER COOLER	EWC
ELECTRIC WATER HEATER	EWH
EXHAUST	EXH
EXISTING	EXIST
EXPLOSION PROOF	EXP
FAN COIL UNIT	FCU
FIRE ALARM	FA
FULL LOAD AMPERES	FLA
FLUORESCENT	FLUOR
GROUND FAULT CIRCUIT INTERRUPTER	GFCI
GROUND FAULT PROTECTION	GFP
GROUND	GND
HEIGHT	HGT
HIGH INTENSITY DISCHARGE	HID
HIGH PRESSURE SODIUM	HPS
HAND-OFF-AUTOMATIC	HOA
HORSEPOWER	HP
HEATING/VENTILATING/AIR CONDITIONER	HVAC
HIGH VOLTAGE	HV
INCANDESCENT	INC
JUNCTION BOX	J
KILO-VOLTS	kV
KILO-VOLTS-AMPERES	kVA
KILO-VOLTS-AMPERES REACTIVE	kVAR
KILO-WATTS	kW
KILO-WATT-HOURS	kWH
LIGHTING	LTG
METER	M
MILLIMETER	mm
MINIMUM	MIN
MAIN CIRCUIT BREAKER	MCB
MOTOR CONTROL CENTER	MCC
MOTOR CIRCUIT PROTECTOR	MCP
MANUFACTURER	MFR
MEGA, MAJOR	M
MINIMUM	MIN
MISCELLANEOUS	MISC
MOTOR	MTR
MOUNTED	MTD
MOUNTING	MTG
NATIONAL ELECTRICAL CODE	NEC
OVERHEAD	OH
PANEL	PNL
PULL STATION INSIDE	PSI
POLYVINYL CHLORIDE	PVC
RECEPTACLE	REC
RIGID GALVANIZED STEEL	RGS
TELEPHONE	TEL
TYPICAL	TYP
UNDERGROUND	UG
UNLESS OTHERWISE NOTED	UNO
VOLTS	V
VOLT-AMPERES	VA
VARIABLE FREQUENCY CONTROLLER	VFC
VAPOR PROOF	VP
WATTS	W
WEATHER PROOF	WP
TRANSFORMER	XFMR

DESIGN IS BASED ON FBC 2017, 6TH EDITION

Calc Engineering
CALC ENGINEERING
www.calceng.com
5300 NW 33 AVE Unit 101-I
DORAL FL 33126
Phone: (305) 888-9995
ENGINEERING BUSINESS
CA CERTIFICATION: 32566

PHASE III TENANTS IMPROVEMENTS
SHIPMONK
400 HILLSBORO TECHNOLOGY DRIVE
DEERFIELD BEACH, FL 33441

Revision #	Description	Date

ELECTRICAL NOTES & SCHEDULES

Date 01/03/2019

1878

E-100

Scale AS SHOWN

Calc Engineering
CALC ENGINEERING
www.calceng.com
3300 NW 65 AVE Unit 1014
DORAL, FL 33122
Phone: (305) 494-4565
ENGINEERING BUSINESS
CA CERTIFICATION: 32566

PHASE III TENANTS IMPROVEMENTS
SHIPMONK
400 HILLSBORO TECHNOLOGY DRIVE
DEERFIELD BEACH, FL 33441

Revision #	Description	Date

ELECTRICAL LIGHTING PLAN
Date: 01/03/2019
1878
E-101
Scale: AS SHOWN

DESIGN IS BASED ON FBC 2017, 6TH EDITION

1 ELECTRICAL 1ST FLOOR PLAN
SCALE: 1/16"=1'-0"

1 ELECTRICAL 2ND FLOOR PLAN
SCALE: 3/16"=1'-0"

DESIGN IS BASED ON FBC 2017, 6TH EDITION

Revision #	Description	Date

PHASE III TENANTS IMPROVEMENTS
SHIPMONK
400 HILLSBORO TECHNOLOGY DRIVE
DEERFIELD BEACH, FL 33441

Calc Engineering

CALC ENGINEERING
www.calceng.com
5300 NW 85 AVE Unit 1014
DORAL FL 33166
Phone: (305) 494-3245
ENGINEERING BUSINESS
CA CERTIFICATION: 32566

ELECTRICAL 2ND FLOOR PLAN

Date: 01/03/2019

1878

E-102

Scale: As shown

Cale Engineering
CALE ENGINEERING
www.caleeng.com
5300 NW 95 AVE Unit 1014
DORAL FL 33166
Phone: (305) 499-9995
ENGINEERING BUSINESS
CA CERTIFICATION 32566

PHASE III TENANTS IMPROVEMENTS
SHIPMONK
400 HILLSBORO TECHNOLOGY DRIVE
DEERFIELD BEACH, FL 33441

Revision #	Description	Date

ELECTRICAL ROOF PLAN

Date 01/03/2019

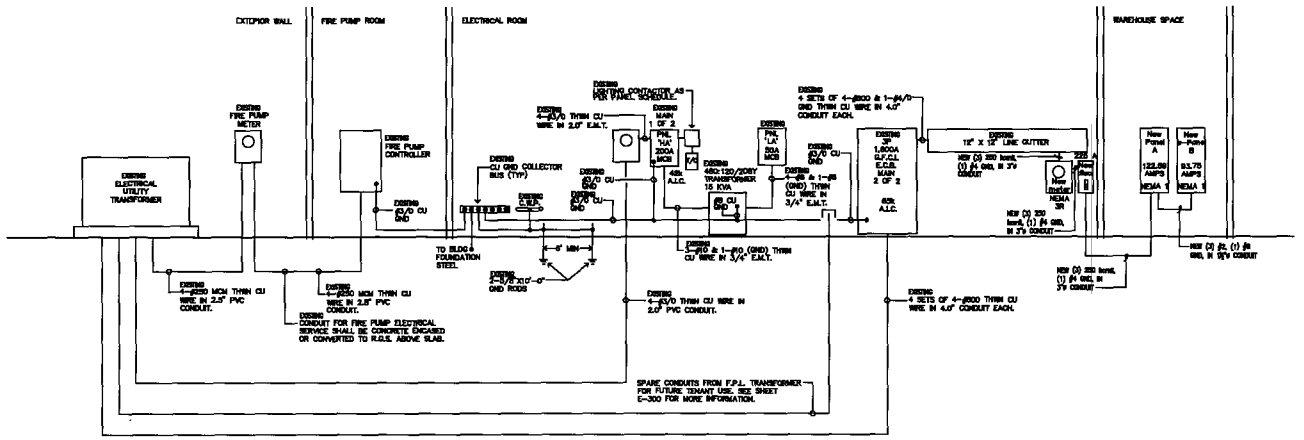
1878

E-103

Scale AS SHOWN

DESIGN IS BASED ON FBC 2017, 6TH EDITION

1 ELECTRICAL 2ND FLOOR PLAN
SCALE: 3/16"=1'-0"



1 ELECTRICAL RISER DIAGRAM
SCALE:NTS

Calc Engineering
CALC ENGINEERING
www.calceng.com
5300 NW 33 AVE Unit 1014
DORAL FL 33126
Phone: (305) 884-8885
ENGINEERING BUSINESS
CA CERTIFICATION: 32566

PHASE III TENANTS IMPROVEMENTS
SHIPMONK
400 HILLSBORO TECHNOLOGY DRIVE
DEERFIELD BEACH, FL 33441

Revision #	Description	Date

DESIGN IS BASED ON FBC 2017, 6TH EDITION

ELECTRICAL RISER DIAGRAM & DETAILS

Date: 01/03/2019

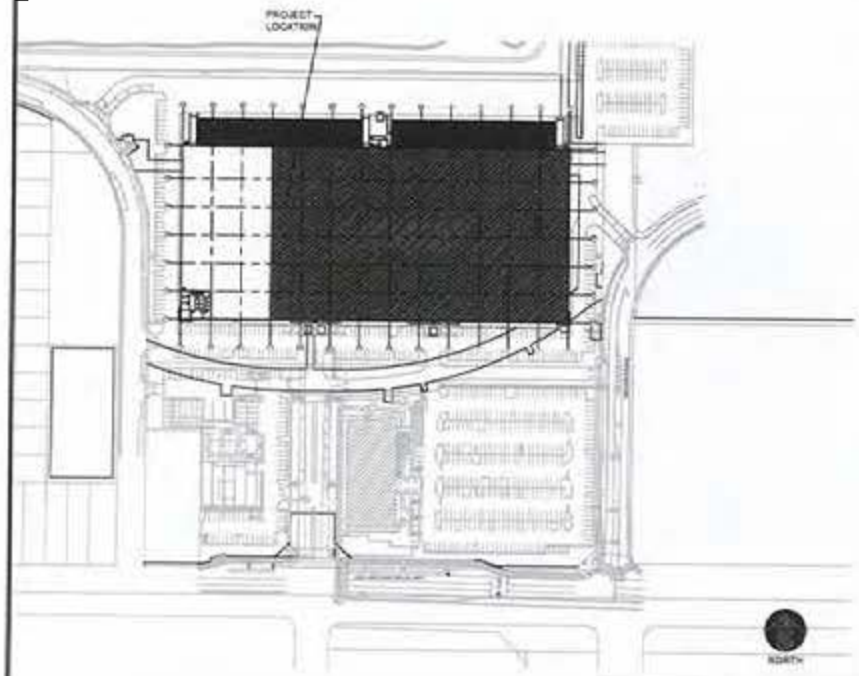
1878

E-200

Scale: AS SHOWN

shipmonk

PHASE I
TENANT IMPROVEMENTS



1 LOCATION PLAN / SITE PLAN

PROJECT TEAM

OWNER:
BRIDGE DEVELOPMENT PARTNERS, LLC.

GENERAL CONTRACTOR:
BUTTERS CONSTRUCTION & DEVELOPMENT

ARCHITECT:
BOA ARCHITECTURE, INC.

MECHANICAL /ELEC. / PLUMBING ENGINEER:
BUCHANAN CONSULTING, INC.

BUILDING DATA

OCCUPANCY:

CONSTRUCTION TYPE:

STORAGE AREA USE:

INTERIOR FINISH CLASSIFICATION:

TENANT AREA/INFORMATION:

LEVEL OF ALTERATION:

GENERAL CODE INFO:

SITE DATA TABLE:

PROJECT AREA		11.7 ACRES
TOTAL PERVIOUS/ EXISTING LANDSCAPE:		
TOTAL PERVIOUS/EXISTING LANDSCAPE:		
TOTAL IMPERVIOUS		
TOTAL BUILDING FOOTPRINT		
TOTAL BUILDING AREA		

FEMA FLOOD PANEL
BASE FLOOD ELEVATION (BFE)
DESIGN FLOOD ELEVATION (DFE)
FINISHED FLOOR ELEVATION

NOTE:
THE SUBJECT PROPERTY IS LOCATED WITHIN THE FEMA FLOOD PLAIN AND REQUIRES FINAL IMPROVED ELEVATION CERTIFICATES BEFORE THE STRUCTURES CAN BE OCCUPIED. PLEASE BE INFORMED THAT FINAL ELEVATION (CERTIFICATES) ARE REQUIRED DURING THE DEVELOPMENT PROCESS.
- FOUNDATION ELEVATION CERTIFICATE
- FINAL (AS-BUILT) ELEVATION (CERTIFICATE

MECHANICAL INSPECTION IS REQUIRED BEFORE THE STRUCTURE CAN BE OCCUPIED.

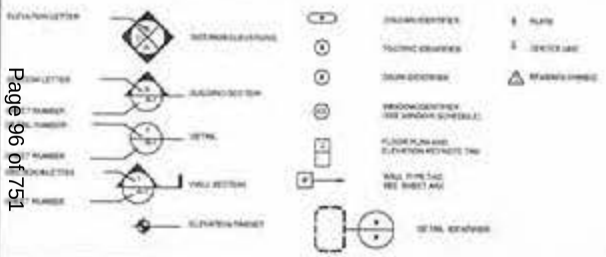


FLOOD ZONE MAP
SCALE: NOT TO SCALE

INDEX OF DRAWINGS

A0	COVER SHEET
A1	OVERALL FLOOR PLAN
A1.1	PARTIAL FLOOR PLAN (PART 1)
A1.2	PARTIAL FLOOR PLAN (PART 2)
A1.3	PARTIAL FLOOR PLAN (PART 3)
A1.4	PARTIAL FLOOR PLAN (PART 4)
A1.5	PARTIAL FLOOR PLAN (PART 5)
A1.6	PARTIAL FLOOR PLAN (PART 6)
A2	CEILING PLAN
A3	LIFE SAFETY PLAN
A4	SECTION / DETAILS
A5	CEILING FAN INSTALLATION DETAILS
M-1	MECHANICAL PLAN
M-2	MECHANICAL DETAILS, NOTES, LEGEND
E-1	PARTIAL ELECTRICAL PLAN
E-2	PARTIAL ELECTRICAL PLAN
E-3	ELECTRICAL NOTES / PANEL SCHEDULES / RISER DIAGRAM

SYMBOLS



ABBREVIATIONS



BoA ARCHITECTURE

4801 S. UNIVERSITY DRIVE
SUITE 104
DAVIE, FL. 33328
T. (954) 475-0183

DESIGNED: Bpk
DRAWN: Bpk
CHECKED: Bpk

Bruce P. Arnold
AR0015464

TENANT IMPROVEMENTS FOR:

shipmonk

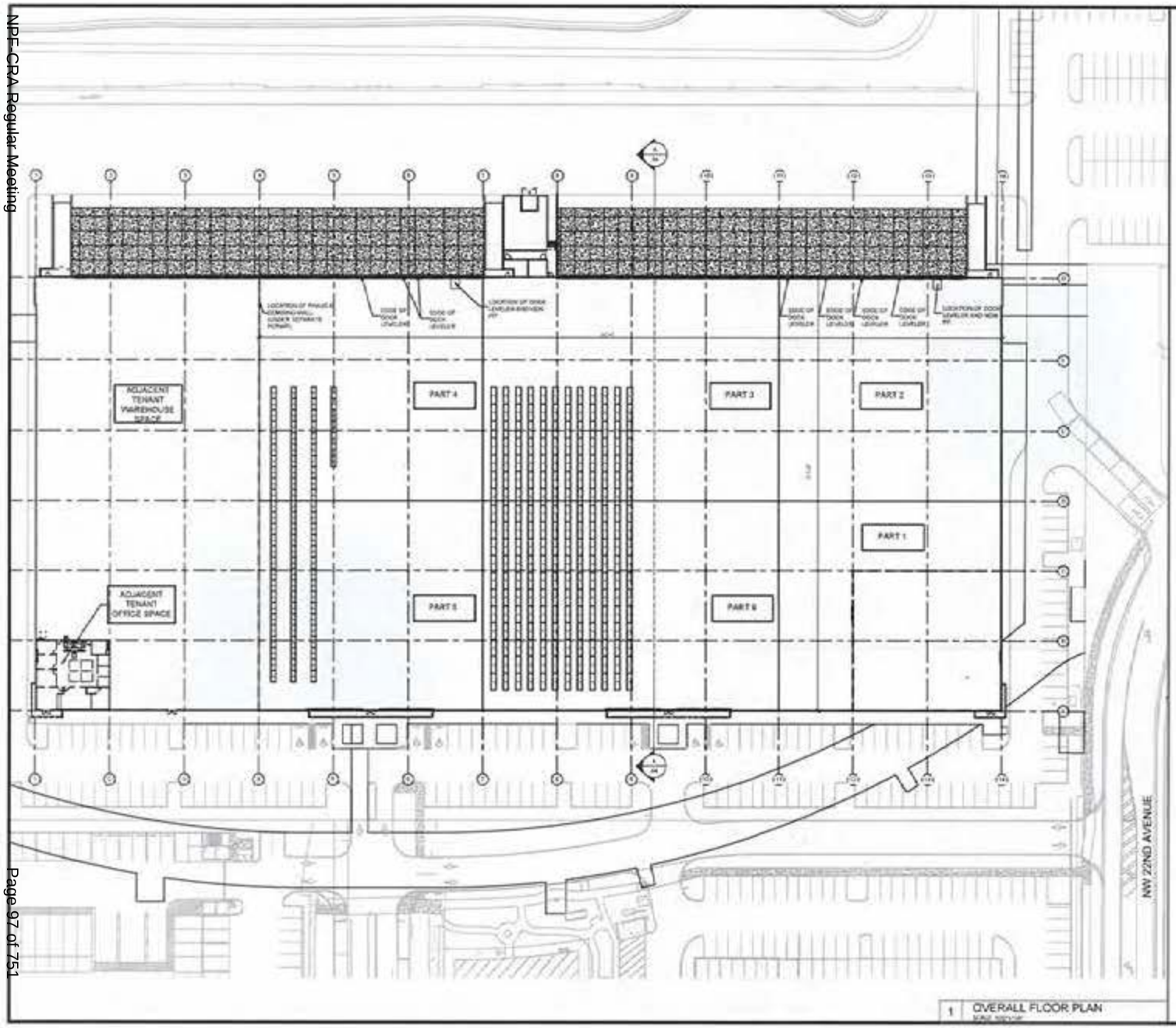
201 NW 22ND AVENUE
FT. LAUDERDALE, FLORIDA 33311

PROJECT NO: 2018.40
DATE: 11-04-2018
PERMIT SET

BLDG. DEPT. 12-05-2018
COMMENT REVISIONS

COVER

A0



1 OVERALL FLOOR PLAN

BpA ARCHITECTURE

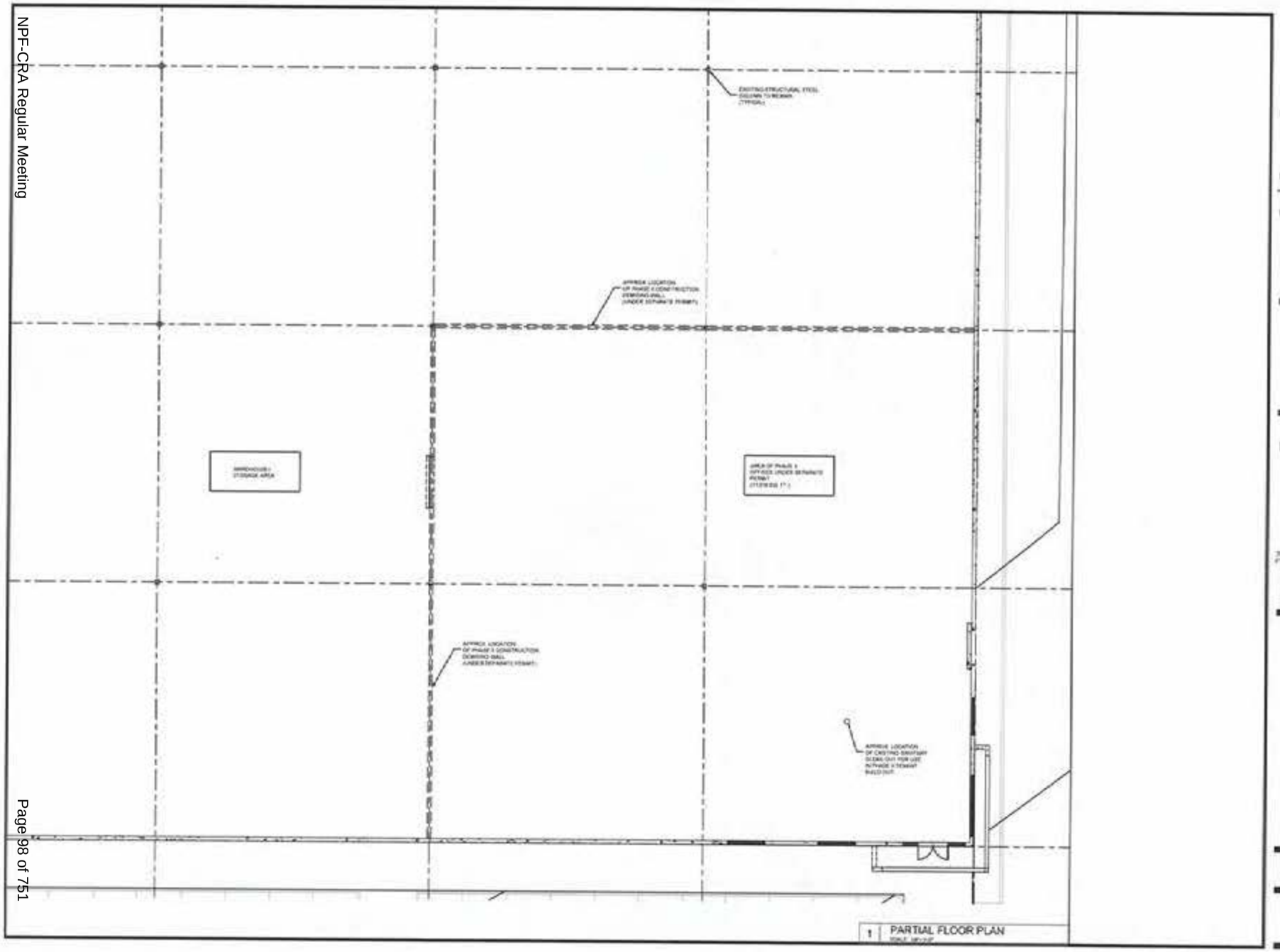
TENANT IMPROVEMENTS FOR:

shipmonk

PHASE I

OVERALL FLOOR PLAN

A1



BPA ARCHITECTURE

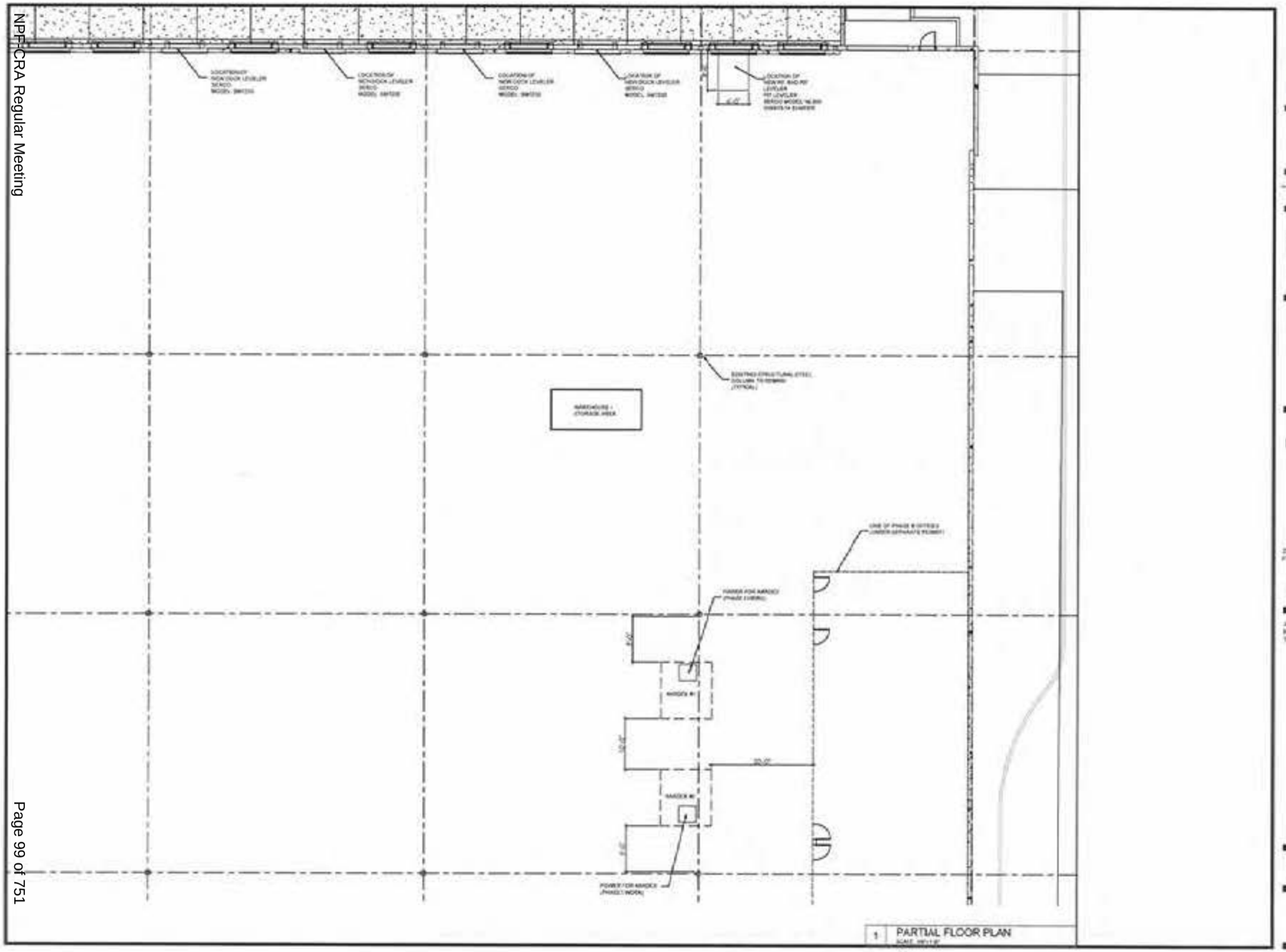
TENANT IMPROVEMENTS FOR:

shipmonk

PHASE I

FLOOR PLAN (PART 1)

A1.1



1 PARTIAL FLOOR PLAN

BpA ARCHITECTURE

4601 S. UNIVERSITY DRIVE
SUITE 105
DAVIE, FL. 33328
T: (954) 475-3153
bruceandrark@gmail.com

DESIGNED BpA
DRAWN BpA
CHECKED BpA

Bruce P. Andrek
#0021549

TENANT IMPROVEMENTS FOR:

shipmonk

201 NW 22ND AVENUE
FT. LAUDERDALE, FLORIDA 33311

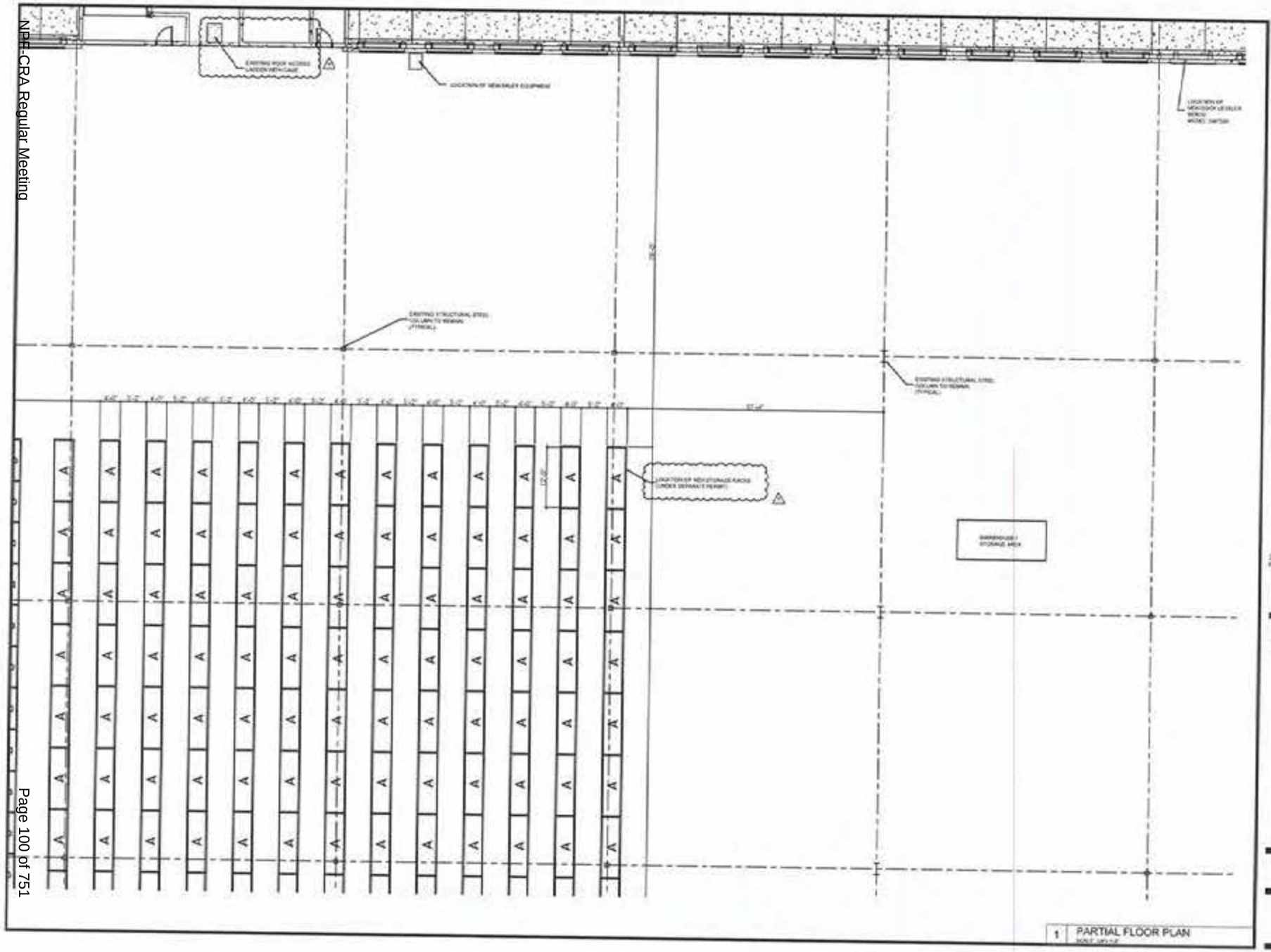
PROJECT NO. 2019.08
DATE 11-14-2019
10-31-22 FOR PERMIT

ADDITIONAL INFO FOR TENANT 12-20-2019

PHASE I

FLOOR PLAN (PART 2)

A1.2



BoA ARCHITECTURE

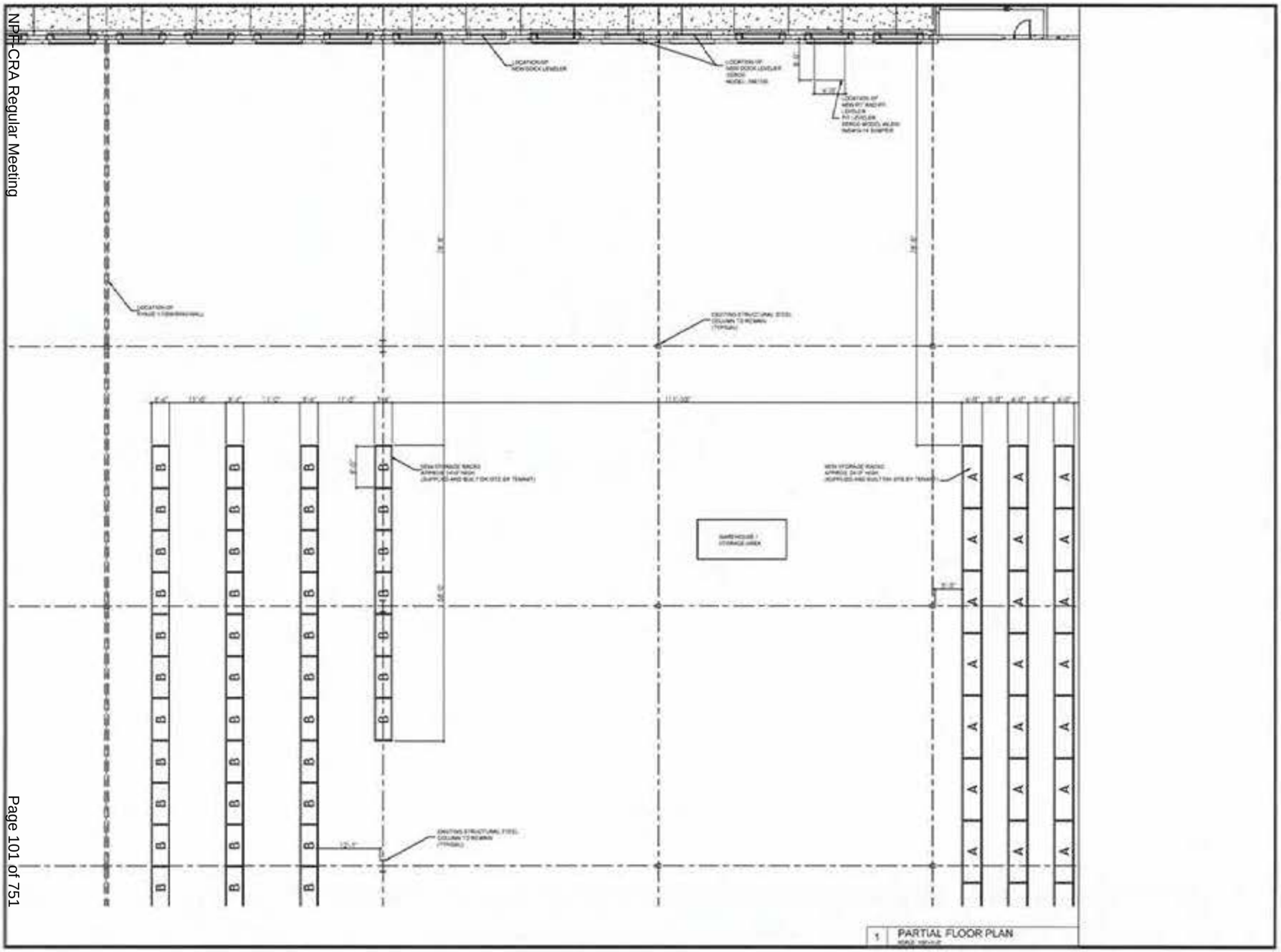
TENANT IMPROVEMENTS FOR:

shipmonk

PHASE I

FLOOR PLAN (PART 3)

A1.3



BoA ARCHITECTURE

1801 E. UNIVERSITY DRIVE
SUITE 106
DAVIE, FL. 33324
T. (954) 475-3703
bhaskarmonk@gmail.com

DESIGNED: BoA
DRAWN: BoA
CHECKED: BoA

Bhask P. Anahan
AR0016484

TENANT IMPROVEMENTS FOR:

shipmonk

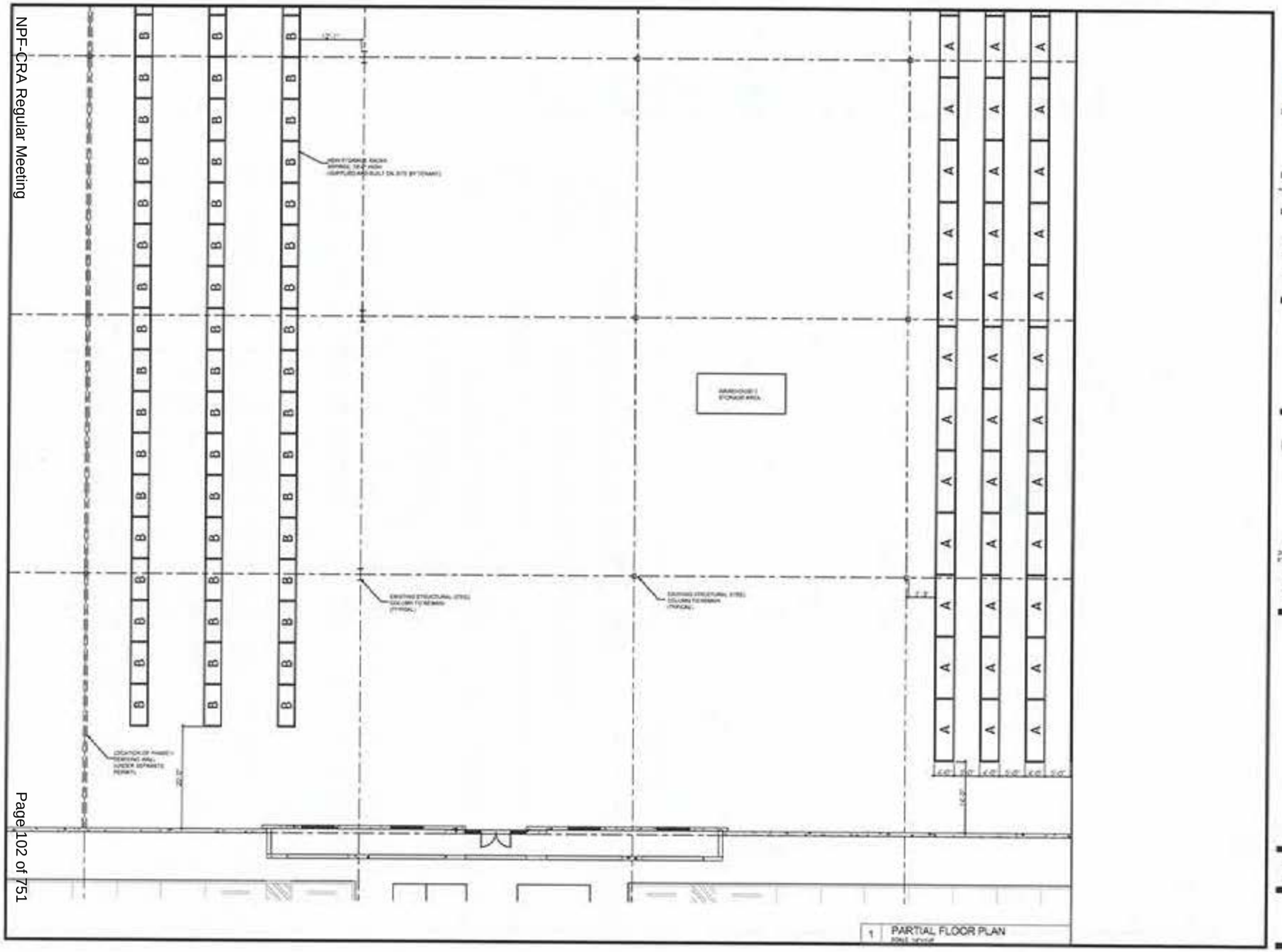
201 NW 22ND AVENUE
FT. LAUDERDALE, FLORIDA 33311

PROJECT NO. 2018.30
DATE: 11-14-2018
ISSUED FOR PERMIT

PHASE I

FLOOR PLAN (PART 4)

A1.4



BoA ARCHITECTURE

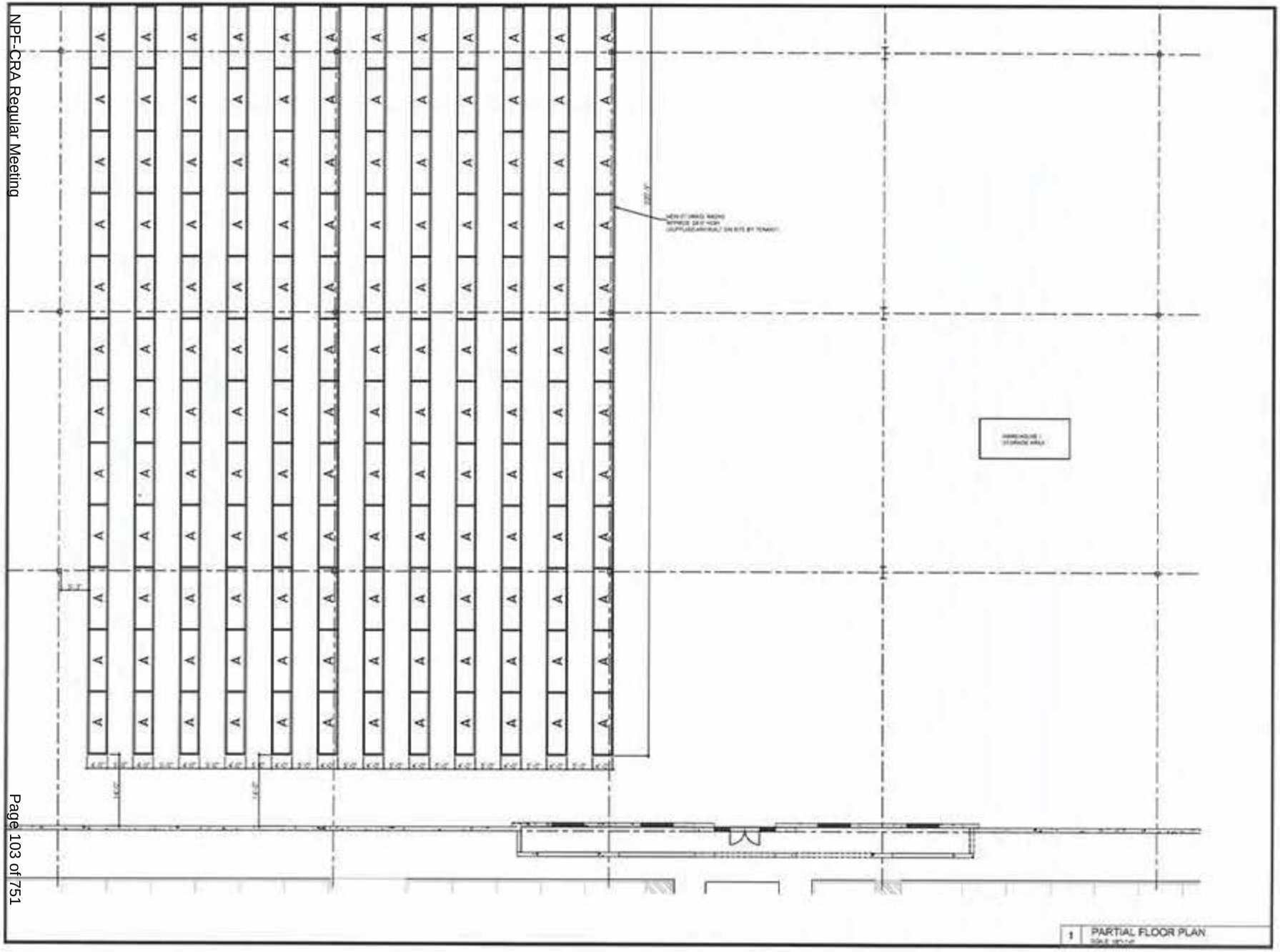
TENANT IMPROVEMENTS FOR:

shipmonk

PHASE I

FLOOR PLAN (PART 5)

A1.5



1 PARTIAL FLOOR PLAN

BoA ARCHITECTURE

801 S. UNIVERSITY DRIVE
SUITE 104
DAVIE, FL 33324
T. (954) 475-3152

DESIGNED BoA
DRAWN BoA
CHECKED BoA

Bruce P. Anchel
AR0015464

TENANT IMPROVEMENTS FOR:

shipmonk

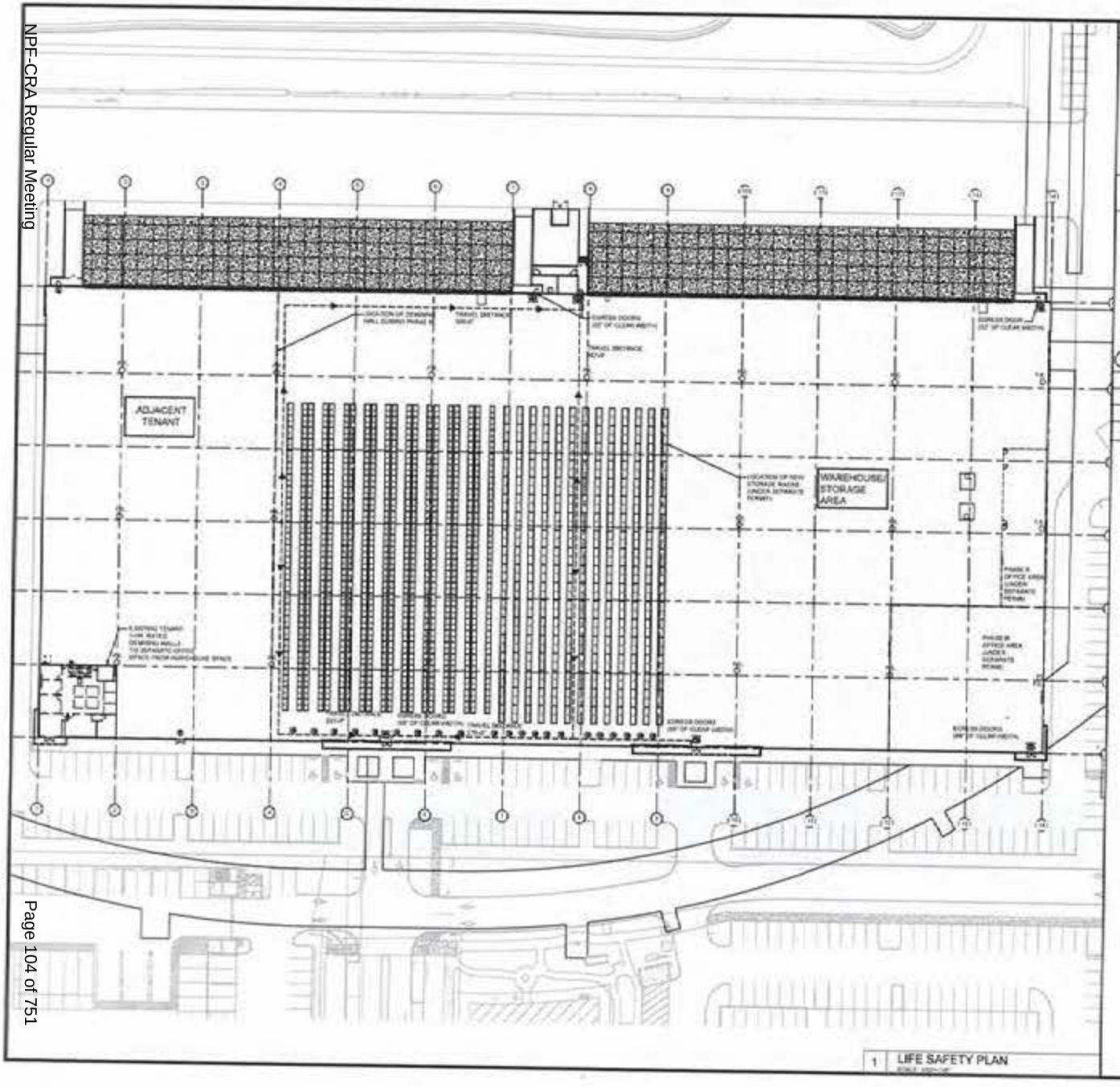
201 NW 22ND AVENUE
FT. LAUDERDALE, FLORIDA 33311

PROJECT NO. 2018.30
DATE 11.14.2019
ISSUED FOR PERMIT

PHASE I

FLOOR PLAN (PART 6)

A1.6



LIFE SAFETY PLAN LEGEND

CODE INFO. (PER NFPA 101 2012 EDITION)

BOA ARCHITECTURE

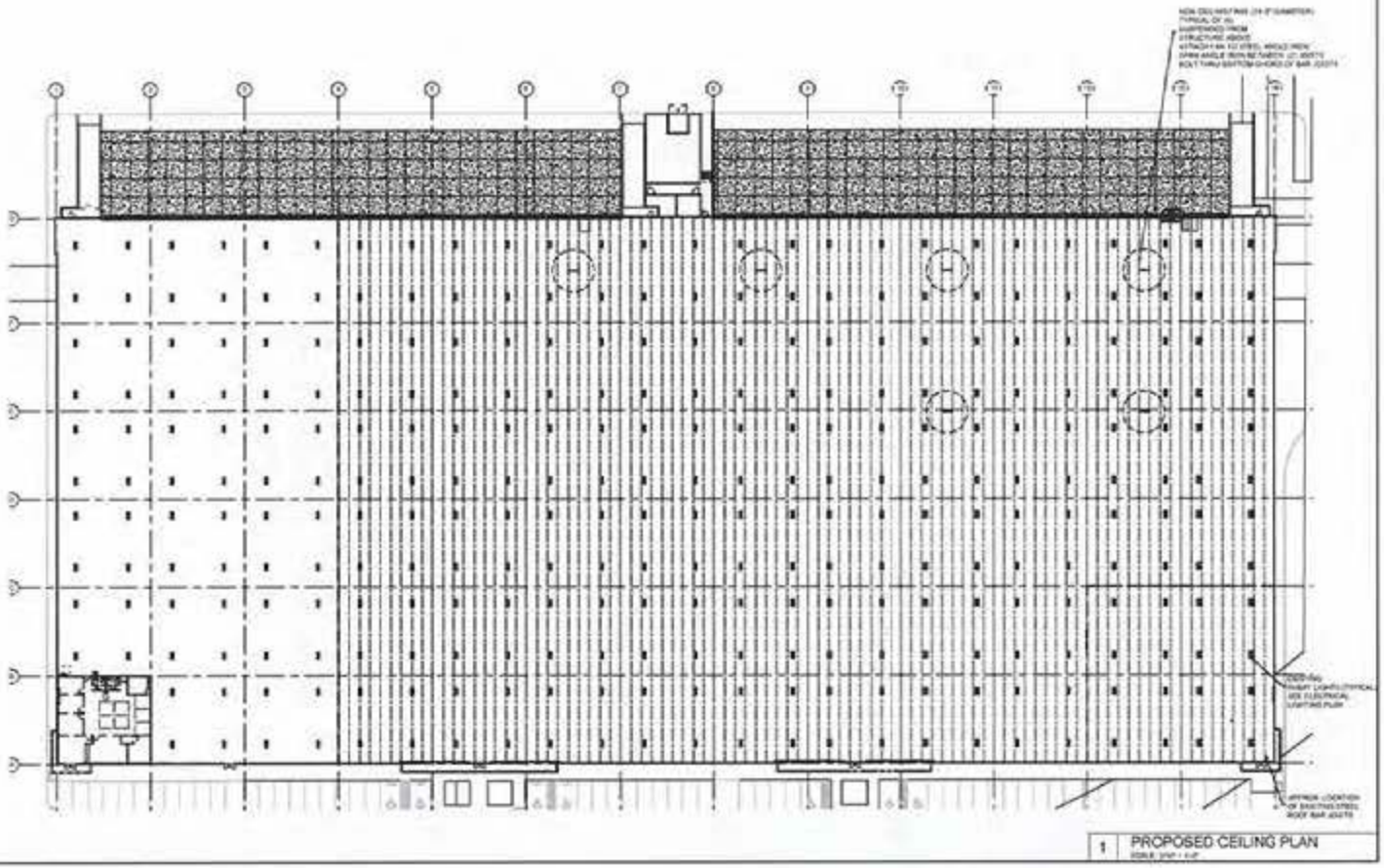
TENANT IMPROVEMENTS FOR:

shipmonk

PHASE I

LIFE SAFETY PLAN

A2



1 PROPOSED CEILING PLAN

BoA ARCHITECTURE

BRIAN F. ANCHEL
AR0011464

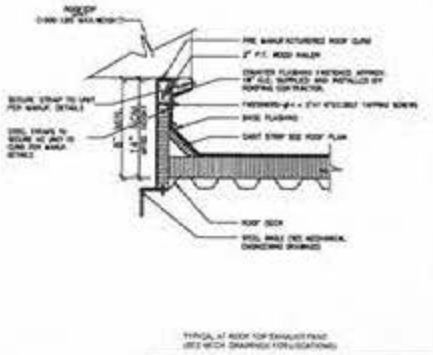
TENANT IMPROVEMENTS FOR:

shipmonk

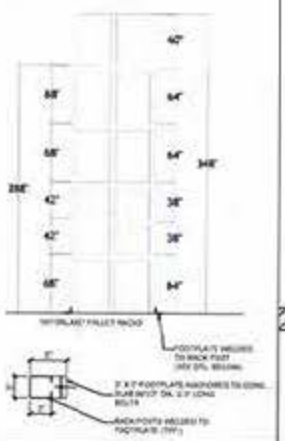
PHASE I

CEILING / LIGHTING PLAN

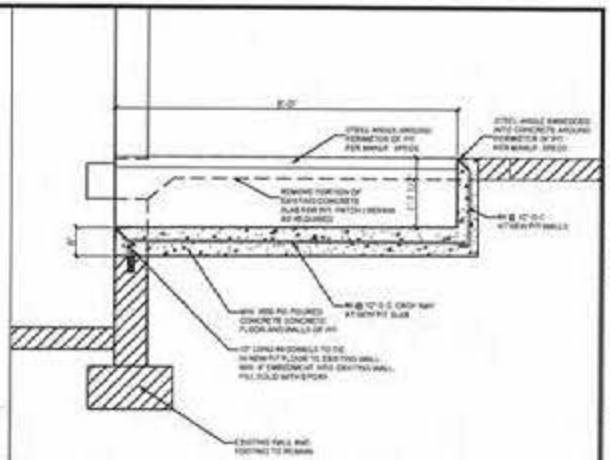
A3



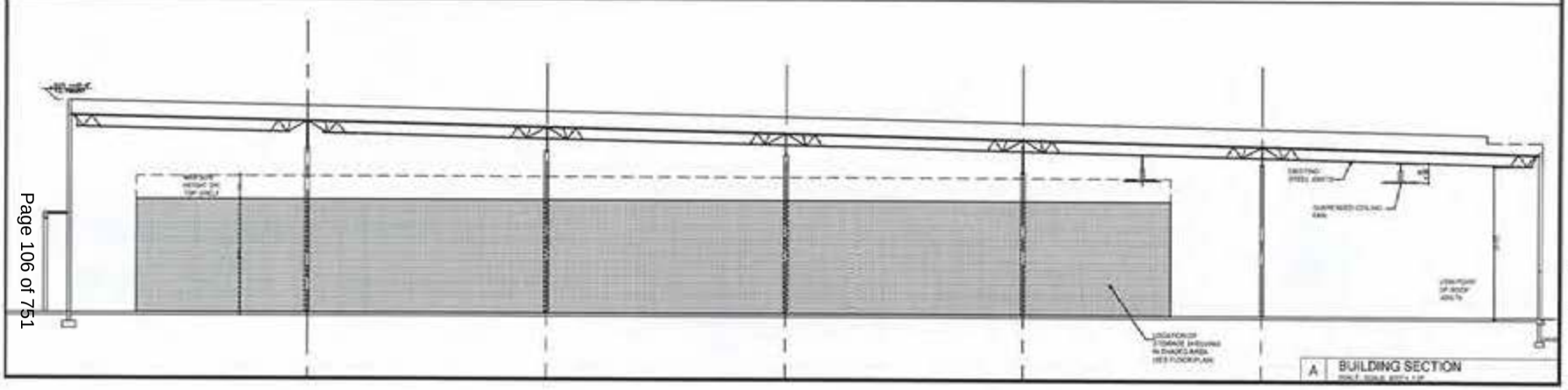
3 TYPICAL CURB DETAIL



2 TYPICAL STORAGE RACK SECTION



1 NEW DOCK LEVELER PIT DETAIL



A BUILDING SECTION

BPA ARCHITECTURE
4601 S. UNIVERSITY DRIVE
SUITE 100
DAVIE, FL 33328
T: (954) 470-3152
bpaarchitect@gmail.com

DESIGNED: BPA
DRAWN: BPA
CHECKED: BPA

Bruce P. Amorett
AR0015464

TENANT IMPROVEMENTS FOR:

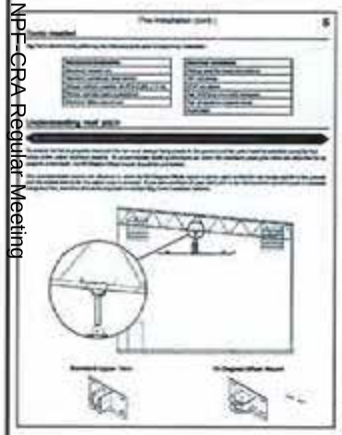
shipmonk

201 NW 22ND AVENUE
FT. LAUDERDALE, FLORIDA 33311

PROJECT NO. 2018.10
DATE 11-14-2018
ISSUED FOR Permit

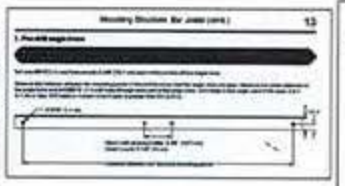
DETAILS PHASE I

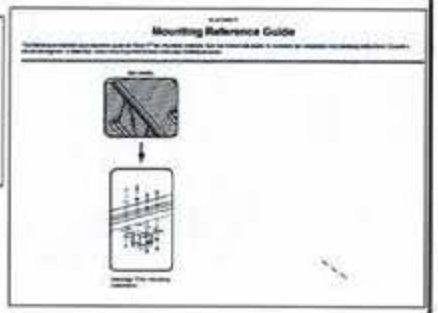
A4



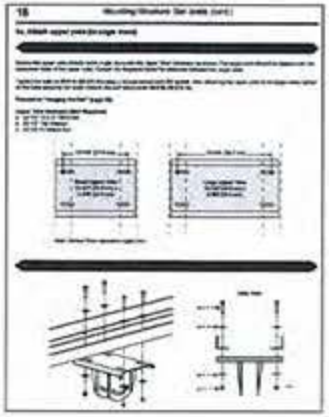


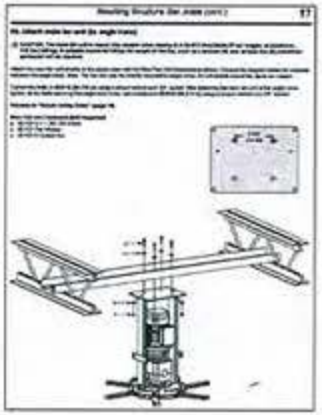


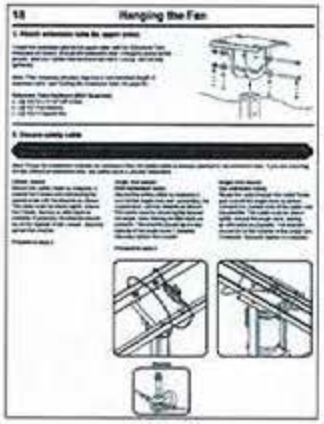


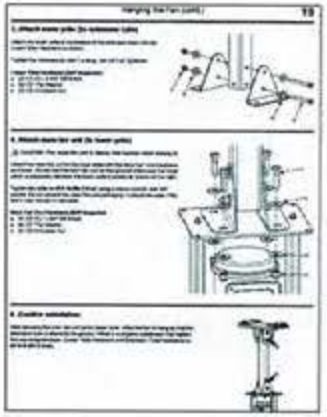












1 CEILING FAN INSTALLATION DTLS
SCALE: NOT TO SCALE

BoA ARCHITECTURE
MOT S. UNIVERSITY DRIVE
SUITE 109
DAVIE, FL 33328
T. (954) 476 3132
brucearchnet@gmail.com

DESIGNED BoA
DRAWN BoA
CHECKED BoA

Bruce P. Archer
AR0015484

TENANT IMPROVEMENTS FOR:

shipmonk

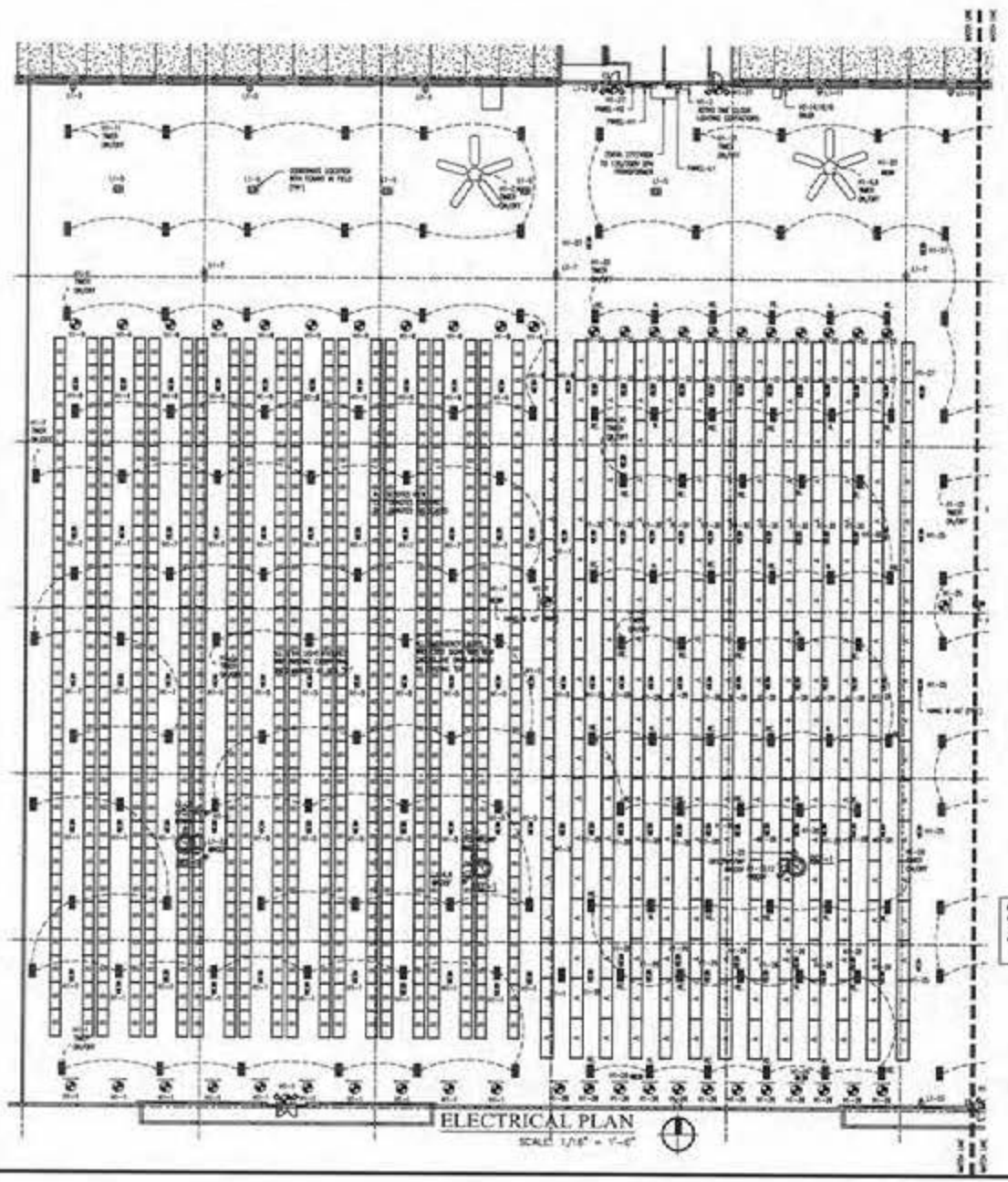
291 NW 22ND AVENUE
FT. LAUDERDALE, FLORIDA 33311

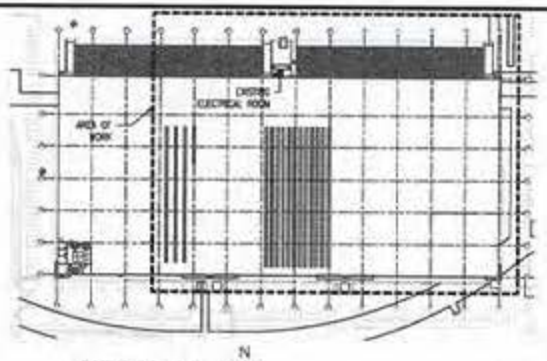
PROJECT NO. 2022-06
DATE 11.14.2024
ISSUED FOR Permit

PHASE I

DETAILS

A5





SITE PLAN
SCALE: N.T.S.

N

ELECTRICAL SYMBOL LEGEND

NOTES:
- CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND NOTIFY ENGINEER IF ANY DISCREPANCY PRIOR TO BUYING/INSTALLING ANY MATERIAL/EQUIPMENT.
- ALL LOCATIONS OF RECEPTACLES HAVE TO BE COORDINATED WITH OWNER/ARCHITECT IN FIELD

BUCHANAN P.E CONSULTING INC.
ELECTRICAL · MECHANICAL · PLUMBING
ENGINEERING

BoA ARCHITECTURE

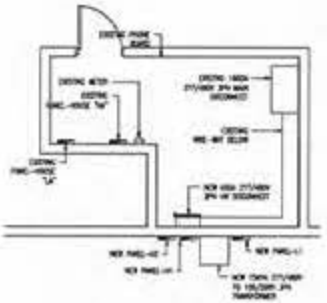
TENANT IMPROVEMENTS FOR:

shipmonk

PHASE 1

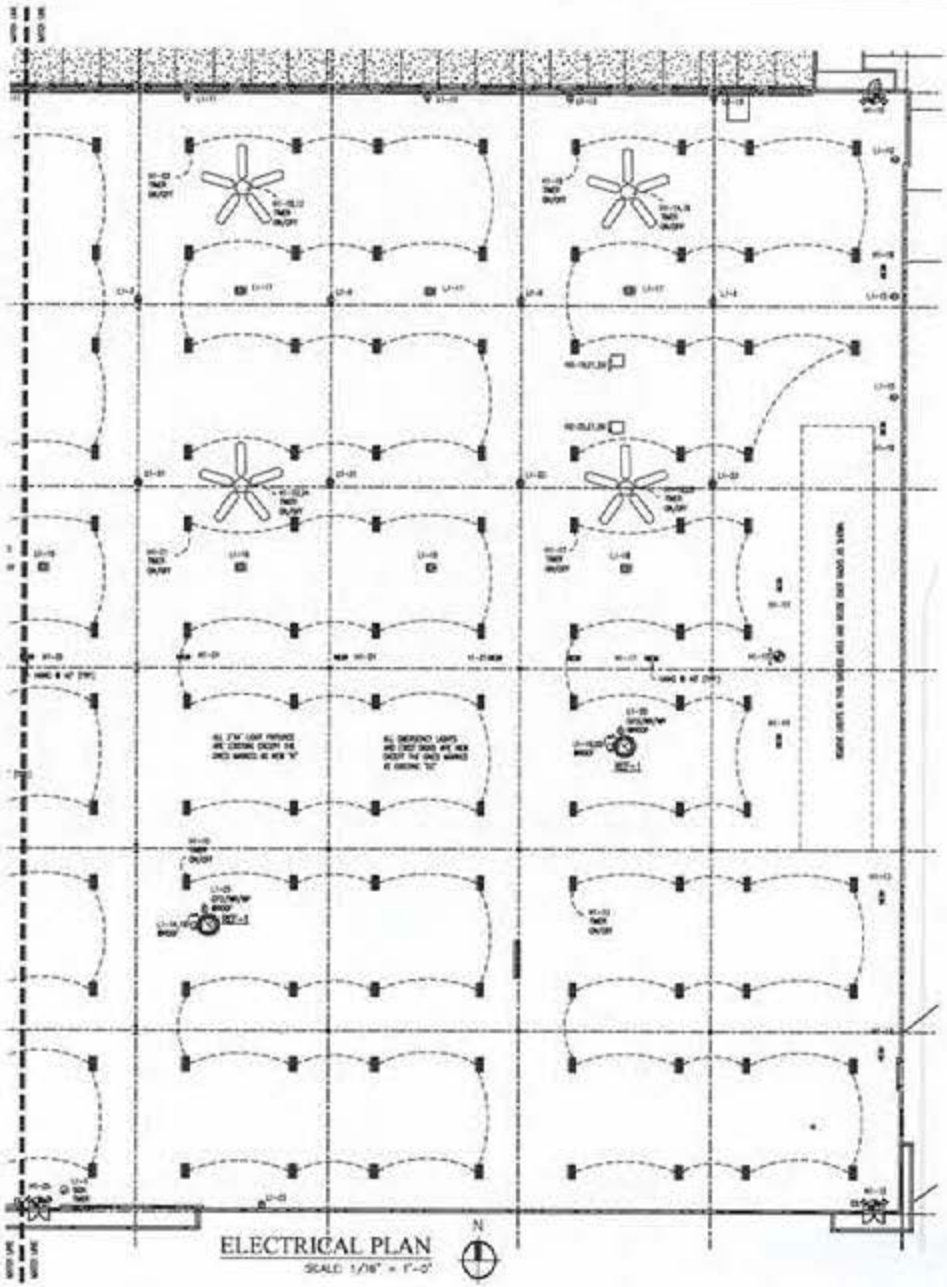
PARTIAL ELECTRICAL PLAN

E-1



ENLARGED ELECTRICAL ROOM

SCALE: 1/4" = 1'-0"



ELECTRICAL PLAN

SCALE: 1/16" = 1'-0"

BUCHANAN P.E. CONSULTING INC.
ELECTRICAL * MECHANICAL * PLUMBING
ENGINEERING

BpA ARCHITECTURE

TENANT IMPROVEMENTS FOR:

shipmonk

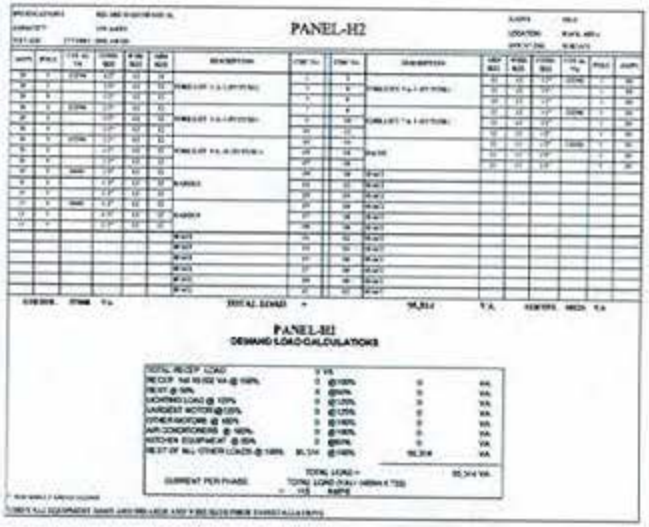
PHASE 1

PARTIAL ELECTRICAL PLAN

E-2


PANEL-H1

PANEL-H1
DEMAND LOAD CALCULATIONS


PANEL-H2

PANEL-H2
DEMAND LOAD CALCULATIONS


PANEL-L1

PANEL-L1
DEMAND LOAD CALCULATIONS

SCHEDULES

BUCHANAN P.E CONSULTING INC
ELECTRICAL - MECHANICAL - PLUMBING
ENGINEERING

BoA ARCHITECTURE

TENANT IMPROVEMENTS FOR:

shipmonk

PHASE 1

SCHEDULES

E-3

GENERAL ELECTRICAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, N.E.C. 2014, FLORIDA BUILDING CODE 2017 AND GOVERNING AGENCIES, STATE AND LOCAL CODES. ALL MATERIAL SHALL BE NEW AND SHALL BEAR THE U.L. LABEL WHERE APPLICABLE.
2. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A NEAT, CLEAN WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY OPERATIONAL AND ACCEPTED BY THE OWNER.
3. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION. THE CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE ELECTRICAL SYSTEM AND EQUIPMENT ALL REQUIREMENTS NOT EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.
4. CONTRACTOR SHALL MAKE ALL NECESSARY CUTTING AND DO ALL THE REWORKING AS NECESSARY FOR THE PROPER EXECUTION OF THIS WORK.
5. AFTER COMPLETION OF THE INSTALLATION, THE SYSTEM SHALL BE TESTED FREE FROM SHORT CIRCUITS AND GROUNDS.
6. WHERE ELECTRICAL CONNECTIONS ARE INSTALLED TO EQUIPMENT, THE CONTRACTOR SHALL COMPLY WITH THE N.E.C. REQUIREMENTS.
7. ALL CONDUCTORS SHALL BE COPPER, AS INDICATED BELOW, SHALL BE SOLID TYPE #12 AWG AND SHALL BE USED FOR BRANCH, FEEDER OR MAIN INSTALLATION WIRING. A GROUNDING CONDUCTOR WITH ALL CIRCUITS, UNLESS NOTED OTHERWISE, SIZED PER N.E.C. 250-122.
8. VERIFY WORKING AND DIMENSIONING WITH SIZES FROM ALL ELECTRICAL EQUIPMENT. DO NOT CHECK MATERIAL BEFORE ROUGHING BRANCH & WIRE SIZES. REPORT ANY DISCREPANCY IMMEDIATELY TO THE ENGINEER OF RECORD.
9. ALL EXTERIOR EQUIPMENTS AND ELECTRICAL PANELS TO BE WEATHER PROOF, ALL INTERIOR EQUIPMENTS AND ELECTRICAL PANELS 8 FEET ONLY ABOVE FINISH FLOOR, UNLESS NOTED.
10. PANEL SHALL BE CIRCUIT TO GROUND, ELECTRIC OR EQUAL, TYPE AND NUMBER OF BRANCHES AS INDICATED ON PANEL SCHEDULES. EXTERNAL PANEL, ILLUMINATION OF NAME OF PANEL. ALL TYPE PANELBOARDS SHALL BE STANDARD TYPE PANELBOARD TYPICAL PANELBOARD SCHEDULE OR EQUAL LOAD CENTER, CONNECTION TO MAIN AND SHALL BE WITH SURFACE MANUFACTURER CLASS, PANELS ARE SHOWN SHALL BE AS INDICATED ON PLANS.
11. PROVIDE MANUFACTURER FOR ALL PANEL BOARDS, DISCONNECTS, TRANSFORMERS, TERMINAL CABINETS AND ALL ELECTRICAL EQUIPMENT DESCRIBED BY NAME ON DRAWINGS.
12. ALL ELECTRICAL MATERIALS, DEVICES, APPLIANCES AND EQUIPMENT SHALL BE LABEL LISTED BY AN APPROVED TESTING AGENCY.
13. LOAD DATA TO BASED ON INFORMATION GIVEN CHECKED AT TIME OF ISSUE. VERIFY ALL EQUIPMENT AND PANEL SIZES BEFORE ORDERING AND BEFORE INSTALLATION.
14. ALL SYSTEMS ELECTRICAL EQUIPMENT SHALL BE INSTALLED TO STRICTLY WITH LOCAL CODES FOR WIRE ACCESSIBILITY.
15. ALL ELECTRICAL AND COMMUNICATION OUTLETS TO BE 12" x 12" x 4½" TO EXCEPTION OF SPECIFIC UNLESS OTHERWISE NOTED. ALL LIGHT SWITCHES SHALL BE 48" x 48" TO TOP OF SWITCH.
16. THE LOCATION OF LIGHTING CONTROLS TO BE AS INDICATED ON THE PLANS.
17. THE CONTRACTOR SHALL CONTACT THE LOCAL POWER COMPANY AND SYSTEM, IN WRITING, THE AVAILABLE FAULT CURRENT OF THE UTILITY TRANSFORMER THE CONTRACTOR SHALL OBTAIN FROM THE AVAILABLE FAULT CURRENT OF EACH PANEL AS PER INTERRUPTING CAPACITY (AIC) SPECIFIED THAN THE AVAILABLE FAULT CURRENT AT EACH POINT AS PER ELECTRICAL DISTRIBUTION SYSTEM.
18. WIRING METHODS:
ALL CONDUCTORS SHALL BE INSTALLED IN ELECTRICAL METALLIC TUBING (EMT) OR AS CABLE IN FLEXIBLE METAL CONDUIT (DESCRIBED) AS PER NEC 350-1.5, PROVIDED IT IS USED IN NON-ACCESSIBLE AND CONCEALED, SUSPENDED OR SPECIFIED IN NEC 311.1 350-1.5, ALL FITTINGS ARE COUPLINGS FOR EMT CONDUIT SHALL BE ALL STEEL SAME TIGHT COMPRESSION TYPE OR ALL STEEL SCREWED EMT WITH INSULATED AT THE CONDUIT, NOTE FITTINGS ARE EQUIPMENT APPROPRIATE FOR THE USE, SHALL BE USED INDISCRIMINATE OR BELOW GRADE OR GRADE.
19. BRANCH CIRCUIT WIRING UNDER SLAB 1-WIRE, OR MULTIWIRE BRANCH CIRCUITS, SUPPLYING POWER TO LUMINAIRE CONNECTED FIXTURES, SHALL NOT BE PERMITTED THROUGH OR SPLICED WITHIN THE FIXTURE UNLESS SPECIFICALLY APPROVED FOR THE LUMINAIRE IS RECESSED FOR THROUGH WIRING.
LUMINAIRES SHALL NOT BE USED AS A RACEWAY FOR CIRCUIT CONDUCTORS UNLESS LISTED AND MARKED FOR USE AS A RACEWAY.
20. ALL 15A, 20A, 125V CIRCUIT RECEPTACLES THROUGH THE HOUSE SHALL BE GFCI PROTECTED, EITHER BY GFCI RECEPTACLE OR GFCI CIRCUIT BREAKER.
21. ELECTRICAL CONTRACTOR IS RESPONSIBLE TO PROVIDE WIRING FOR HVAC SYSTEM, A/C EQUIPMENT, SMOKE DETECTORS, THERMOSTATS, ETC. SYSTEMS, INTERFACED VOLUME DAMPERS, ETC. ELECTRICAL CONTRACTOR SHALL COORDINATE WITH MECHANICAL DRAWINGS AND PROVIDE ALL NECESSARY CONTROL WIRING, ELECTRICAL CONTRACTOR TO THOROUGHLY REVIEW MECHANICAL PLANS AND PROVIDE POWER TO ANY MECHANICAL EQUIPMENT OR DEVICE THAT IS NOT SHOWN ON ELECTRICAL PLANS BUT IS SHOWN ON MECHANICAL PLANS.
22. INITIAL "DUST" GROUND FAULT RECEPTACLES WITH MECHANISM (DOES NOT APPLY TO 3" OR MORE EQUIPMENT, NIGHT RECEPTACLES OR INDUSTRIAL DEVICES WHEN EQUIPMENT IS SPECIFIED WITH FACTORY INSTALLED GROUNDING RECEPTACLE).
23. TRACK HOME ELECTRIC SERVICE TO SCHEME INSTALLED, IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH UTILITIES, SUBCONTRACTOR FOR THE SIZE OF THE SITE IMPROVEMENTS THAT IS REQUIRED TO PROVIDE THE NEW ELECTRIC SERVICE SHOWN ON ELECTRIC PLANS. DO NOT TO INCLUDE THE CHANGE ORDER WITH CITY'S FEE, CHANGES THAT MIGHT OCCUR IN ORDER TO FULL NEW SERVICE, THE NEC TO BE DONE AND EXACT AS POSSIBLE DURING THE BIDDING PROCESS.
24. ELECTRICAL SERVICE EQUIPMENT MUST BE 3" ABOVE GRADE, AND IF ABOVE 6'-0" ABOVE GRADE OR ROOF, ALL ELECTRICAL EQUIPMENTS SHALL BE INSTALLED ABOVE FLOOD LEVEL.
25. CONTRACTOR MUST VISIT THE SITE PRIOR TO BID AND CONFIRMATION TO VERIFY ALL EXISTING CONDITIONS, BEFORE SUBMITTING BID, SECURE PRELIMINARY CONCRETE WITH ACTUAL EXISTING CONDITIONS AT THE BUILDING SITE, THE WORK OF THE WORK AS SHOWN ON THE DRAWINGS AND EXISTING ACCESSORIES, BY VISIT, ACT OF SUBMITTING A BID PROPOSAL FOR WORK, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL CONDITIONS AND CIRCUMSTANCES AFFECTING THE COST OF THE WORK. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR ADDITIONAL EXPENSE WHICH COULD HAVE BEEN AVOIDED HAD THE CONTRACTOR VISITED THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS AFFECTING THE WORK.
26. WHERE ACTIVITIES IN ALL, EXTENT CARE NEEDS TO BE IN COMPLIANCE WITH ACCEPTABLE CONSTRUCTION REQUIREMENTS OF NEC 2011 SECTION 110.16.
27. ALL DRAWING INFORMATION WAS TO BE COMPARED WITH FUTURE DRAWING REQUIREMENTS. CONTRACTOR MUST ACCEPT ALL DRAWING INFORMATION AND NOTIFY ENGINEER REQUIREMENTS BEFORE ANY ORDERING, INSTALLING OR MAKING OF ANY DRAWING REQUIREMENTS AND FIXTURES.
28. ALL OUTDOOR RECEPTACLES TO BE GFCI & WEATHER PROOF.

ELECTRICAL NOTES & DETAILS

FOR FLORIDA BUILDING CODE 2017 ENERGY CONSERVATION

HVAC & PLUMBING SYSTEMS

HVAC & THERMOSTATIC CONTROLS

HVAC & EQUIPMENT SIZING

HVAC & EQUIPMENT SIZING

NOTE:
THE LIGHTING SPECIFICATIONS WERE SUPPLIED BY OTHERS. CONTRACTOR TO COORDINATE WITH OWNER/OTHERS TO F&I ON CIRCUITS WHERE DESIGNED. VERIFY THAT THE SPECIFICATIONS ON THESE PLANS ARE WHAT THE OWNER AGREED FOR AND PROPERLY WIRE CONTROLS PER MANUFACTURER SPECIFICATIONS. ELECTRICAL CONTRACTOR TO CHECK MANUFACTURERS SPECIFICATIONS AND INSTALLATION INSTRUCTIONS FOR LIGHTS AND CONTROLS FOR LIGHTS PRIOR TO ORDERING AND ROUGH-IN.

NOTE:
FOR FLUORESCENT LUMINAIRES, PROVIDE DISCONNECTS AS PER NEC 410.130(G).

EXERCISE ILLUMINATION IS MINIMUM 3'-0" FOR EXIT TERMINALS.

FLORIDA BUILDING CODE 2017 ENERGY CONSERVATION
(EXTERIOR HOUSE LIGHTING CONTROLS)

HOUSE # CONTRACTOR WITH AN AUTOMATIC TIME CLOCK TO TURN OFF ALL OTHER LIGHTS DURING OFF BUSINESS HOURS.

PROVIDE TIME CLOCK (OFFICE, DISPLAY) AS LOCATED BELOW OR ON THE PLANS. SWITCHES SHOULD ALSO BE CAPABLE OF OVERRIDING THE 24 HR SCHEDULED START-STOP CONTROL FOR NO MORE THAN TWO HOURS AND BE EQUIPPED WITH LCD.

THE AUTOMATIC TIME SWITCH CONTROL DEVICE SPECIFIED SHALL INCORPORATE AN AUTOMATIC HOLIDAY SCHEDULING FEATURE THAT OVERRIDES THE NORMALLY SCHEDULED OPERATION.

ALL EMERGENCY AND EXIT LIGHTS TO BE CONNECTED AHEAD OF ANY SWITCH ON THE PLACE.

LIGHTING INTENDED FOR USE DURING A DISASTER FROM THE REQUIREMENTS OF THIS CHAPTER.

CIRCUITS ON LIGHTING CONTRACTOR:
[illegible]

NOTE:
- RECEIVE CIRCUITS OF LIGHTS THAT ARE NOT IN TENANT SPACES.
- RECEIVING LIGHTING CIRCUITS FROM HOUSE PANEL TO TENANT PANEL AS REQUIRED

AIC CALCULATIONS
AT EXISTING HVAC MAIN (2 OF 2)

L =	LENGTH OF CIRCUIT TO FAULT IN FT	=	40 FT
A =	AVAILABLE AIC AT CIRCUIT	=	10,000 AMPS
C =	CONSTANT FROM TABLE	=	26,533
n =	NUMBER OF WIRES PER PHASE	=	6
CC =	CONSTANT = A * C	=	110,132
V =	VOLTS	=	480 VOLTS
	F = 1.732 * L * I / C * n	=	0.070
	M = 1 / (1+F)	=	0.935
	AIC = I * M	=	46,526 AMPS

THESE CALCULATIONS ARE BASED ON AN ESTIMATED DISTANCE FROM TRANSFORMER TO 1ST HOUSE OF DISCONNECT AND FEEDER WIRE SIZE.
IF SUPPLIER WIRE IS USED OR THE DISTANCE IS IN LESS THAN 40 FEET THEN THE AIC VALUES WILL BE LARGER. CONTACT ENGINEER FOR NEW VALUE.

AIC CALCULATIONS
AT NEW HVAC DISCONNECT

L =	LENGTH OF CIRCUIT TO FAULT IN FT	=	10 FT
A =	AVAILABLE AIC AT CIRCUIT	=	46,526 AMPS
C =	CONSTANT FROM TABLE	=	23,726
n =	NUMBER OF WIRES PER PHASE	=	6
CC =	CONSTANT = A * C	=	110,372
V =	VOLTS	=	480 VOLTS
	F = 1.732 * L * I / C * n	=	0.018
	M = 1 / (1+F)	=	0.982
	AIC = I * M	=	46,075

THESE CALCULATIONS ARE BASED ON AN ESTIMATED DISTANCE FROM TRANSFORMER TO 1ST HOUSE OF DISCONNECT AND FEEDER WIRE SIZE.
IF SUPPLIER WIRE IS USED OR THE DISTANCE IS IN LESS THAN 10 FEET THEN THE AIC VALUES WILL BE LARGER. CONTACT ENGINEER FOR NEW VALUE.

AIC CALCULATIONS
AT NEW PANEL HP

L =	LENGTH OF CIRCUIT TO FAULT IN FT	=	10 FT
A =	AVAILABLE AIC AT CIRCUIT	=	46,571 AMPS
C =	CONSTANT FROM TABLE	=	22,736
n =	NUMBER OF WIRES PER PHASE	=	3
CC =	CONSTANT = A * C	=	45,412
V =	VOLTS	=	480 VOLTS
	F = 1.732 * L * I / C * n	=	0.000
	M = 1 / (1+F)	=	0.947
	AIC = I * M	=	44,426

THESE CALCULATIONS ARE BASED ON AN ESTIMATED DISTANCE FROM TRANSFORMER TO 1ST HOUSE OF DISCONNECT AND FEEDER WIRE SIZE.
IF SUPPLIER WIRE IS USED OR THE DISTANCE IS IN LESS THAN 10 FEET THEN THE AIC VALUES WILL BE LARGER. CONTACT ENGINEER FOR NEW VALUE.

AIC CALCULATIONS
AT NEW PANEL HP

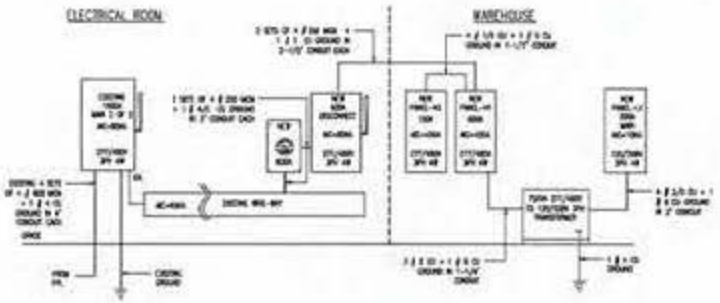
L =	LENGTH OF CIRCUIT TO FAULT IN FT	=	10 FT
A =	AVAILABLE AIC AT CIRCUIT	=	44,426 AMPS
C =	CONSTANT FROM TABLE	=	8,917
n =	NUMBER OF WIRES PER PHASE	=	3
CC =	CONSTANT = A * C	=	8,917
V =	VOLTS	=	480 VOLTS
	F = 1.732 * L * I / C * n	=	0.571
	M = 1 / (1+F)	=	0.814
	AIC = I * M	=	31,885

THESE CALCULATIONS ARE BASED ON AN ESTIMATED DISTANCE FROM TRANSFORMER TO 1ST HOUSE OF DISCONNECT AND FEEDER WIRE SIZE.
IF SUPPLIER WIRE IS USED OR THE DISTANCE IS IN LESS THAN 10 FEET THEN THE AIC VALUES WILL BE LARGER. CONTACT ENGINEER FOR NEW VALUE.

TRANSFORMER FAULT CURRENT REPORT

Page No. 1

Transformer Designation	kVA Rating	Primary Voltage (V)	Secondary Voltage (V)	Transformer Impedance (%Z)	Number of Phases	Available Primary Fault (A)	Cable Data Material, Size (A)	Cable Data Material, Size (B)	Total Current (A)
Existing	112.5	208	208	4	3	4,811.25	CU	CU	5,444



ELECTRICAL RISER DIAGRAM
SCALE: NTS

BUCHANAN P.E CONSULTING INC
ELECTRICAL *MECHANICAL * PLUMBING
ENGINEERING

BDA ARCHITECTURE

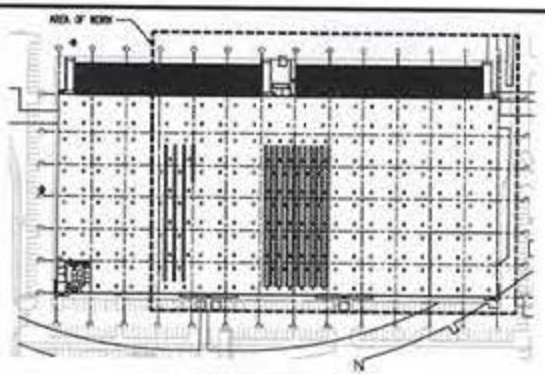
TENANT IMPROVEMENTS FOR:

shipmonk

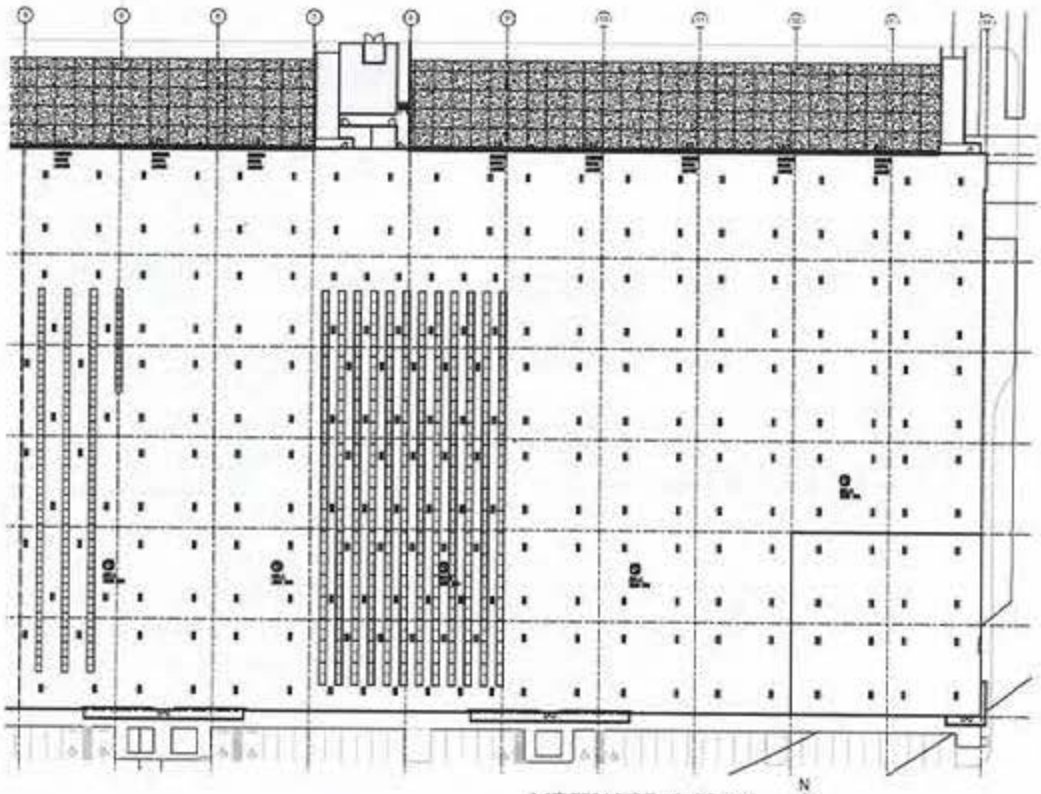
PHASE 1

ELECTRICAL NOTES & DETAILS

E-4



SITE PLAN
SCALE: N.T.S.



MECHANICAL PLAN
SCALE: 1/32" = 1'-0"

BoA ARCHITECTURE

TENANT IMPROVEMENTS FOR:

shipmonk

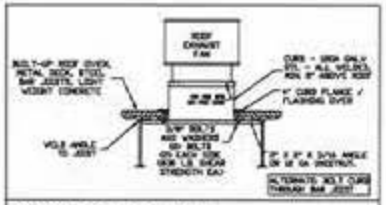
PHASE I

MECHANICAL PLAN

M-1

BUCHANAN P.E CONSULTING INC.

H.V.A.C. GENERAL NOTES:



ROOF EXHAUST FAN MOUNTING DETAIL

NTS

ROOF EXHAUST FAN SCHEDULE

TAG	MANUFACTURER	MODEL	CFM	S.P.	HP	SIZE/TYPE	DRIVE	ELEC (V/ph)
EF-1	GREENHECK OR EQUAL	CSP-240	4000	0.25	1	20X20	BELT	460

NOTES:
1. ROOF EXHAUST FAN TO BE COMPLETE WITH BACKDRAFT DAMPER, ROOF CURB, AND SPEED CONTROLLER.
2. ROOF EXHAUST FAN SHALL BE INTERLOCKED DURING OCCUPIED HOURS.

Ventilation per FBC-M 2017 Table 403.3.1.1

Ventilation Zone Name	Warehouse
1) **Minimum O/A required at Supply Outlet Vot:**	
a) *Occupant Category (table 6-1)* — *Occupant Rate Requirements Rp =*	-
Building Rate Requirements Ra =	0.06
b) Estimated No. of Occupants in the Zone *Pz =*	-
c) Zone Net Occupied Area *Az =*	170000
d) O/A required in Breathing Zone (*eq. 6-1 Vbz =RpPz + RaAz*) *Vbz =*	10200
e) Zone Air Distribution Effectiveness (*table 6-2*) *Ez =*	1
f) Min. O/A required at Supply Outlets (*Eq. 6-2 Voz = Vbz/Ez*) *Voz =*	10200

EXHAUST PROVIDED FOR WAREHOUSE: 30000 CFM

BUCHANAN P.E CONSULTING INC.
ELECTRICAL * MECHANICAL * PLUMBING
ENGINEERING

BoA ARCHITECTURE

4601 S. University Drive,
SUITE 108
Davie, FL 33328
T: (954) 478-3452

DESIGNED: Ravi
DRAWN: Ravi
CHECKED: Ravi

Bruce P. Archer
AR0014468

TENANT IMPROVEMENTS FOR:

shipmonk

301 NW 22ND AVENUE
FT. LAUDERDALE, FLORIDA 33311

PROJECT NO: 2019.001
DATE: 11-15-19 ISSUE FOR PERMIT

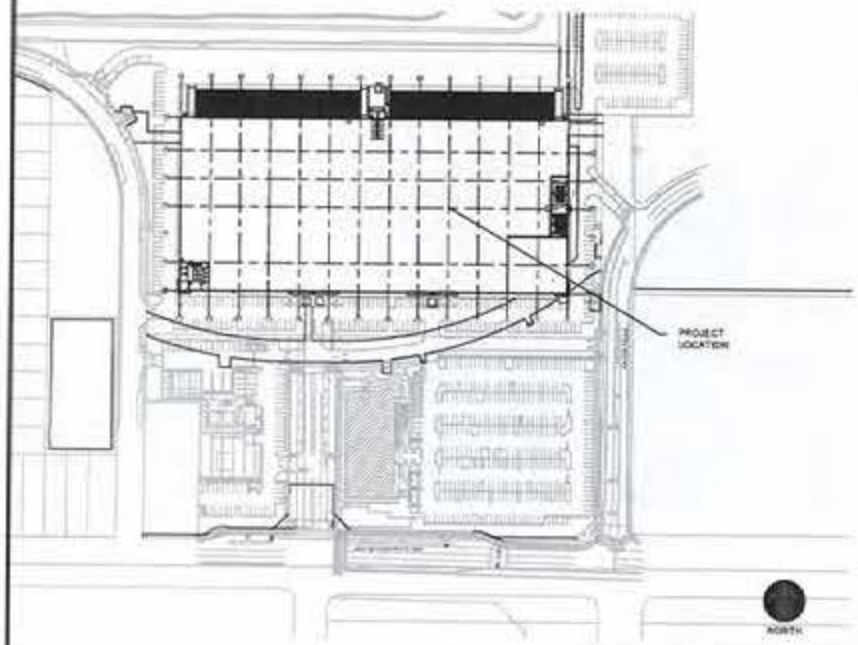
PHASE I

MECHANICAL NOTES & DETAILS

M-2

shipmonk

PHASE II
TENANT IMPROVEMENTS



1 LOCATION PLAN / SITE PLAN
SCALE: NOT TO SCALE

PROJECT TEAM

OWNER:
EDGE DEVELOPMENT PARTNERS, LLC

GENERAL CONTRACTOR:
BUTTERS CONSTRUCTION & DEVELOPMENT

ARCHITECT:
BOA ARCHITECTURE, INC.

MECHANICAL / ELEC. / PLUMBING ENGINEER:
BUCHANAN CONSULTING, INC.

BUILDING DATA

OCCUPANCY:

CONSTRUCTION TYPE:

STORAGE AREA USE:

INTERIOR FINISH CLASSIFICATION:

LEVEL OF ALTERATION:

GENERAL CODE INFO:

SITE DATA TABLE:

PROJECT AREA		
TOT AL PERVIOUS (EXISTING (LANDSCAPE)		
TOT AL PERVIOUS (EXISTING (LANDSCAPE)		
TOT AL IMPERVIOUS		
TOT AL BUILDING FOOTPRINT		
TOTAL BUILDING AREA		

INDEX OF DRAWINGS

A0	COVER SHEET
A1	OVERALL FLOOR PLAN
A2.1	PARTIAL FLOOR PLAN
A2.2	PARTIAL FLOOR PLAN
A2.3	PARTIAL FLOOR PLAN
A3	LIFE SAFETY PLAN
A4	CEILING PLAN
A5	ROOF PLAN
A6	SECTION / DETAILS
A7	DOOR AND FINISH SCHEDULES
A8	TYPICAL PARTITION DETAILS
A9	EXTERIOR STAIR DETAILS
M-1	MECHANICAL PLAN
M-2	MECHANICAL DETAILS, NOTES, LEGEND
E-1	POWER AND LIGHTING PLAN
E-2	PANEL SCHEDULES / RISER
E-3	PANEL SCHEDULES
P-1	SANITARY AND WATER PLANS
P-2	ISOMETRICS
P-3	PLUMBING DETAILS

SYMBOLS

ABBREVIATIONS

BoA ARCHITECTURE

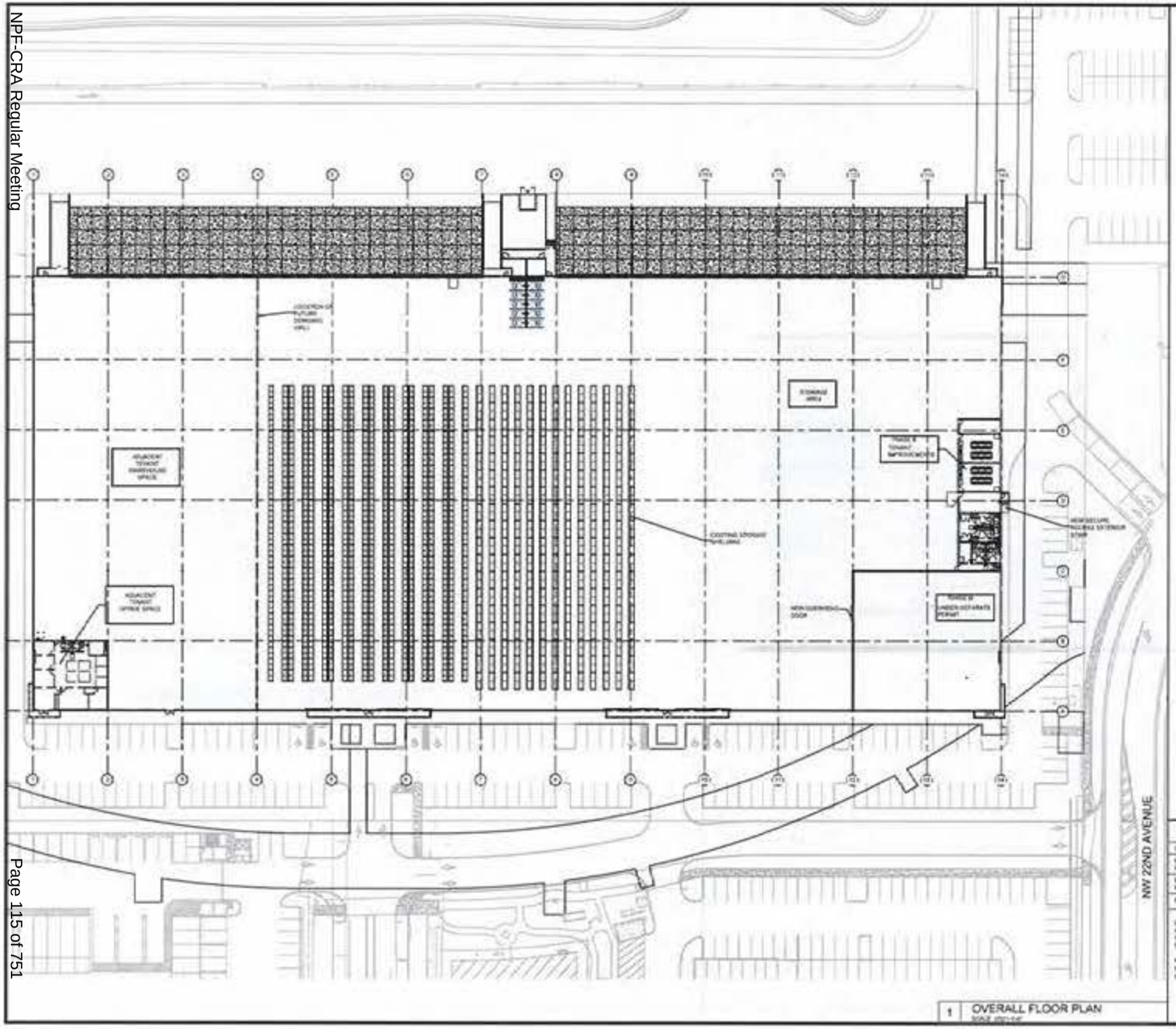
TENANT IMPROVEMENTS FOR:

shipmonk

PHASE II

COVER

A0



1 OVERALL FLOOR PLAN

BUILDING SQUARE FOOTAGES

BoA ARCHITECTURE

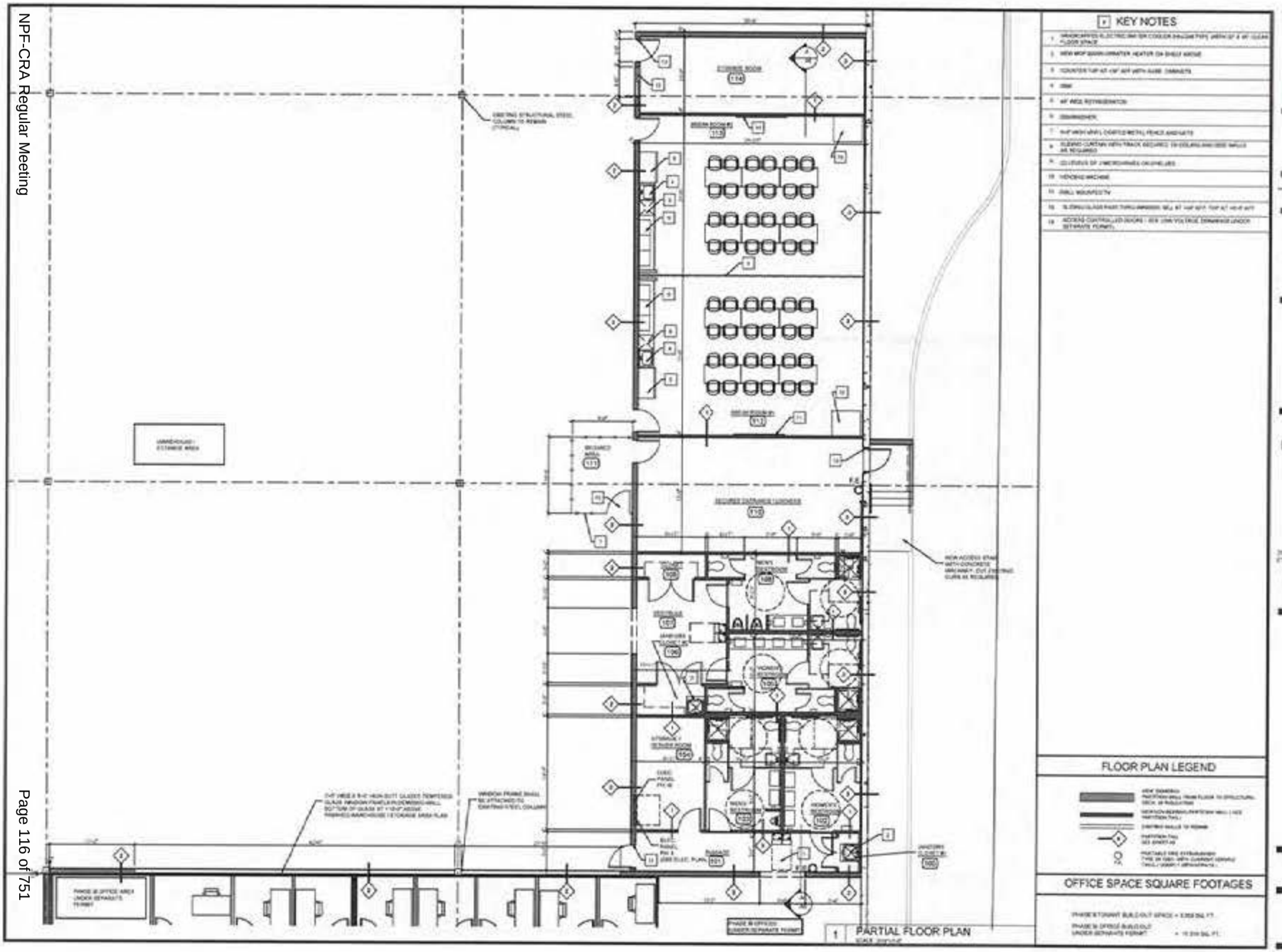
TENANT IMPROVEMENTS FOR:

shipmonk

PHASE II

OVERALL FLOOR PLAN

A1



BoA ARCHITECTURE

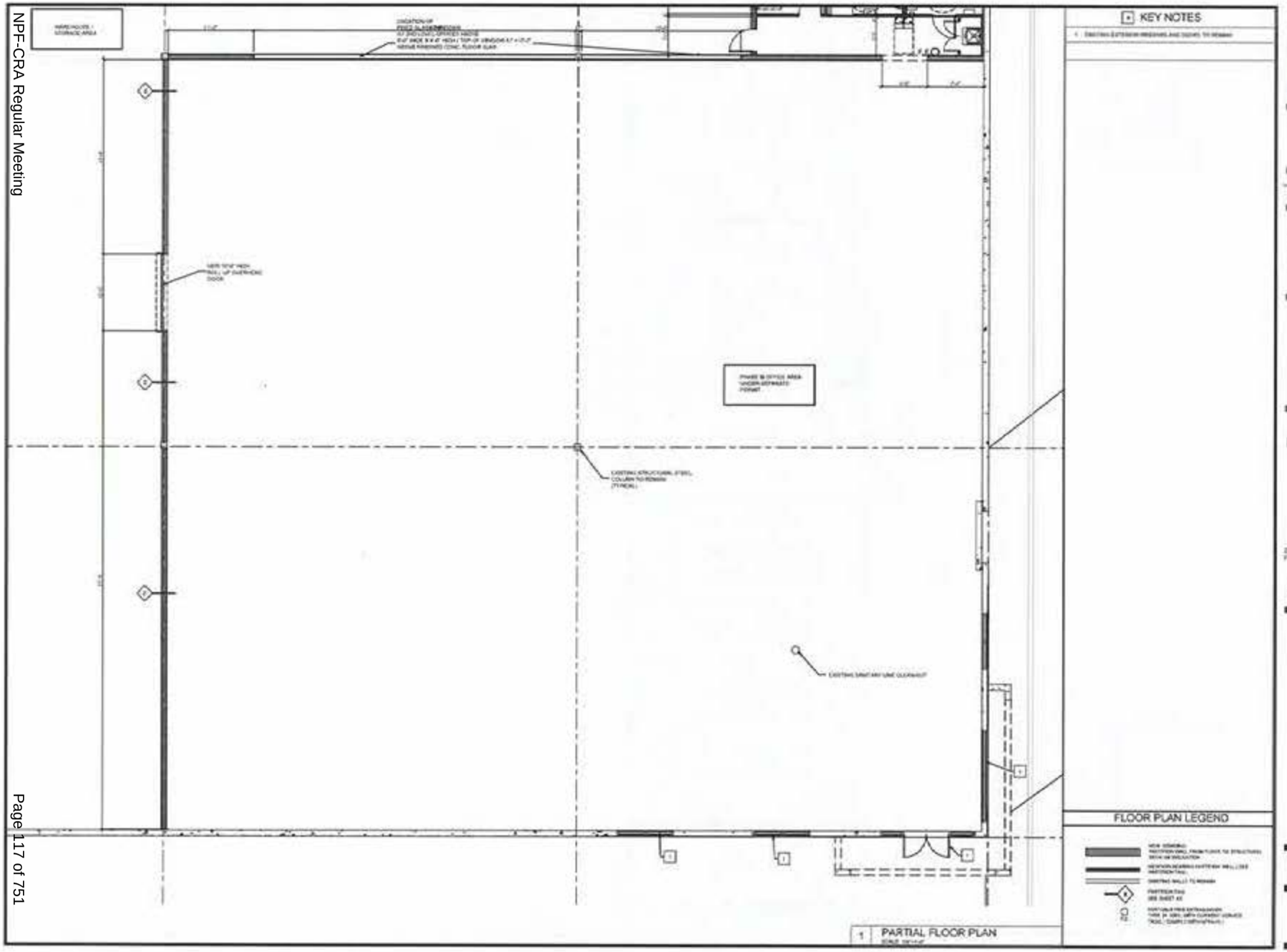
TENANT IMPROVEMENTS FOR:

shipmonk

PHASE II

PARTIAL FLOOR PLAN

A2.1



BoA ARCHITECTURE

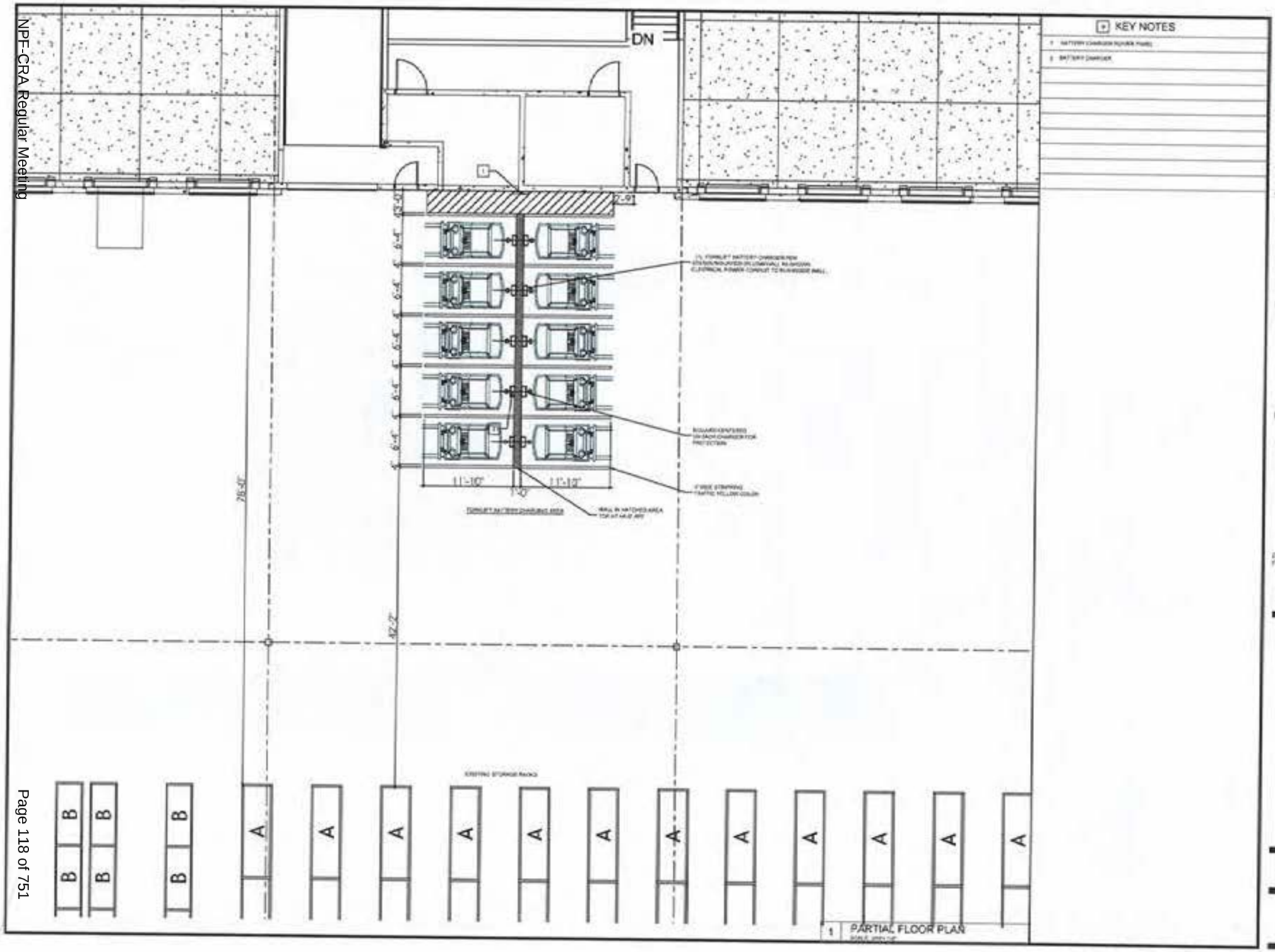
TENANT IMPROVEMENTS FOR:

shipmonk

PHASE II

PARTIAL FLOOR PLAN

A2.2



BoA ARCHITECTURE

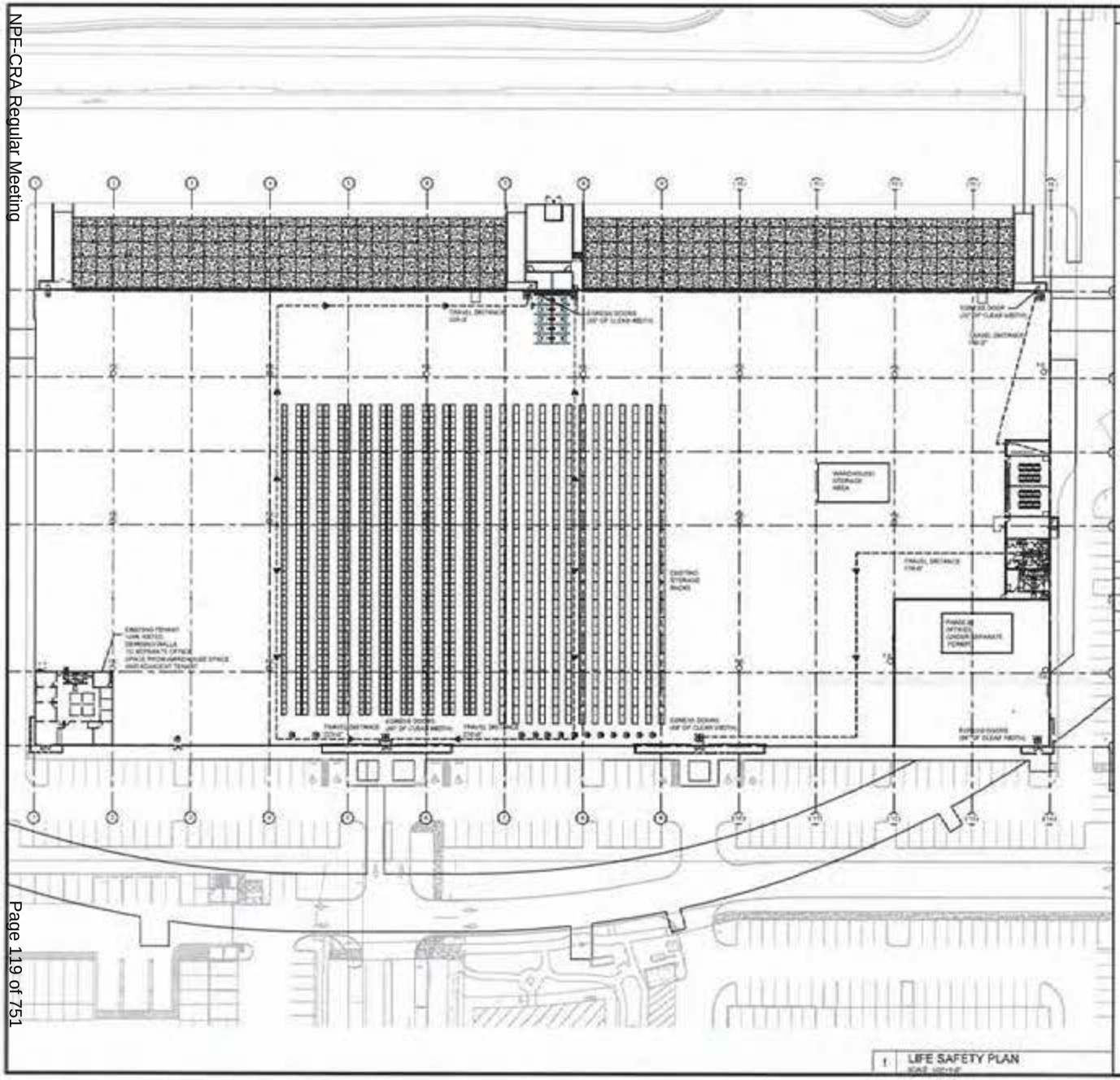
TENANT IMPROVEMENTS FOR:

shipmonk

PHASE II

PARTIAL FLOOR PLAN

A2.3



1 LIFE SAFETY PLAN

LIFE SAFETY PLAN LEGEND

CODE INFO. (PER NFPA 101 2012 EDITION)

OCCUPANT CLASSIFICATION:

OCCUPANCY

EGRESS DOORS

TRAVEL DISTANCE

TYPE OF CONSTRUCTION - EXIST BLDG.

	STORAGE (HAZARDOUS + HAZARD)
COMMON PATH OF TRAVEL (MAX.)	100 FT.
DEAD END (MAX.)	75 FT.
TRAVEL DISTANCE (MAX.)	400 FT.

BoA ARCHITECTURE

8601 S. UNIVERSITY DRIVE
SUITE 136
DAVIE, FL 33328
T. (954) 475-5152
brunoarchitect@gmail.com

DESIGNED: Bruno
DRAWN: Bruno
CHECKED: Bruno

Bruno P. Kochet
AR0015464

TENANT IMPROVEMENTS FOR:

shipmonk

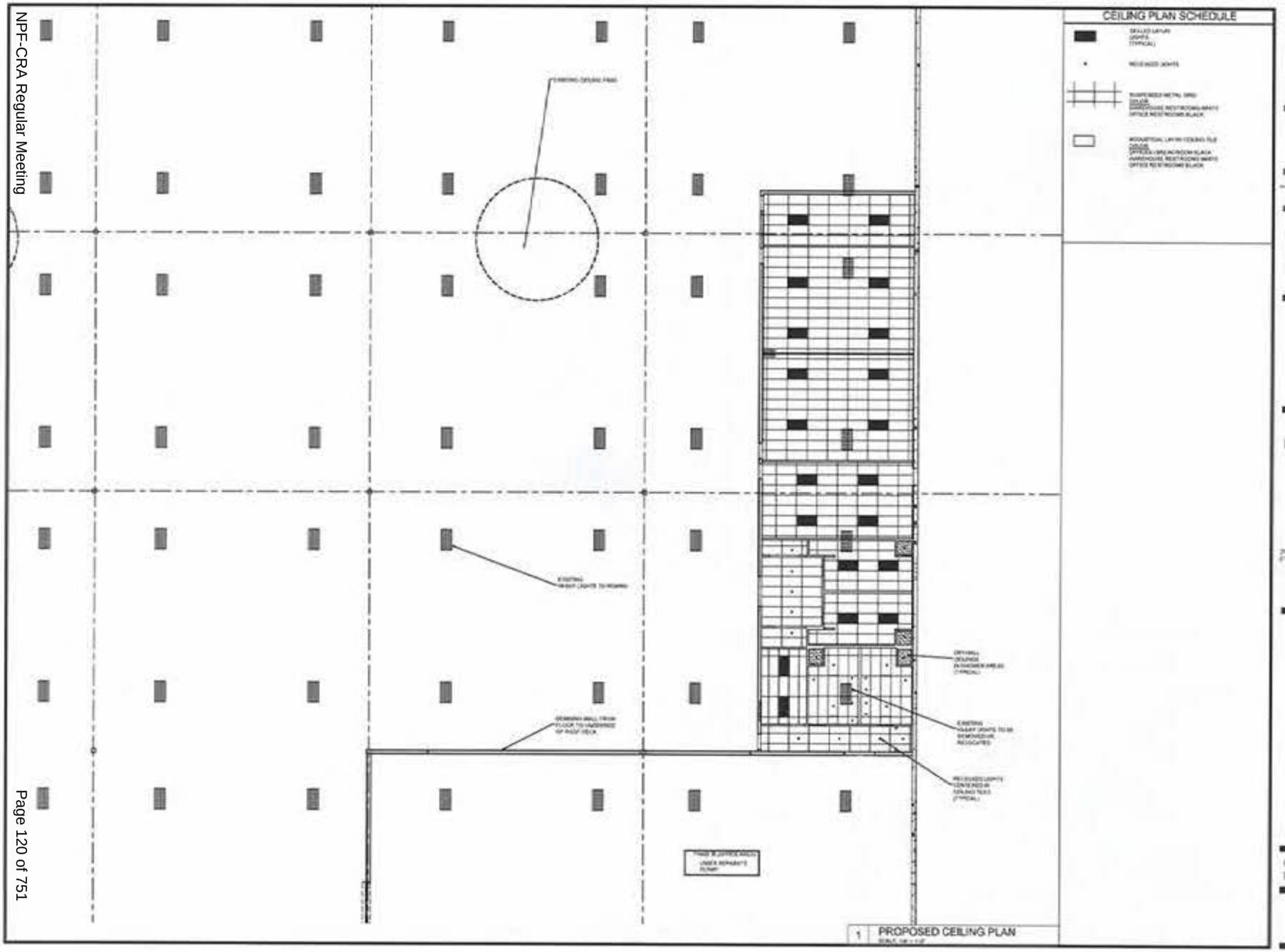
351 NW 22ND AVENUE
FT. LAUDERDALE, FLORIDA 33311

PROJECT NO: 2018.06
DATE: 10-29-2018
BUILDING PLAN PERMIT

PHASE II

LIFE SAFETY PLAN

A3



BPA ARCHITECTURE

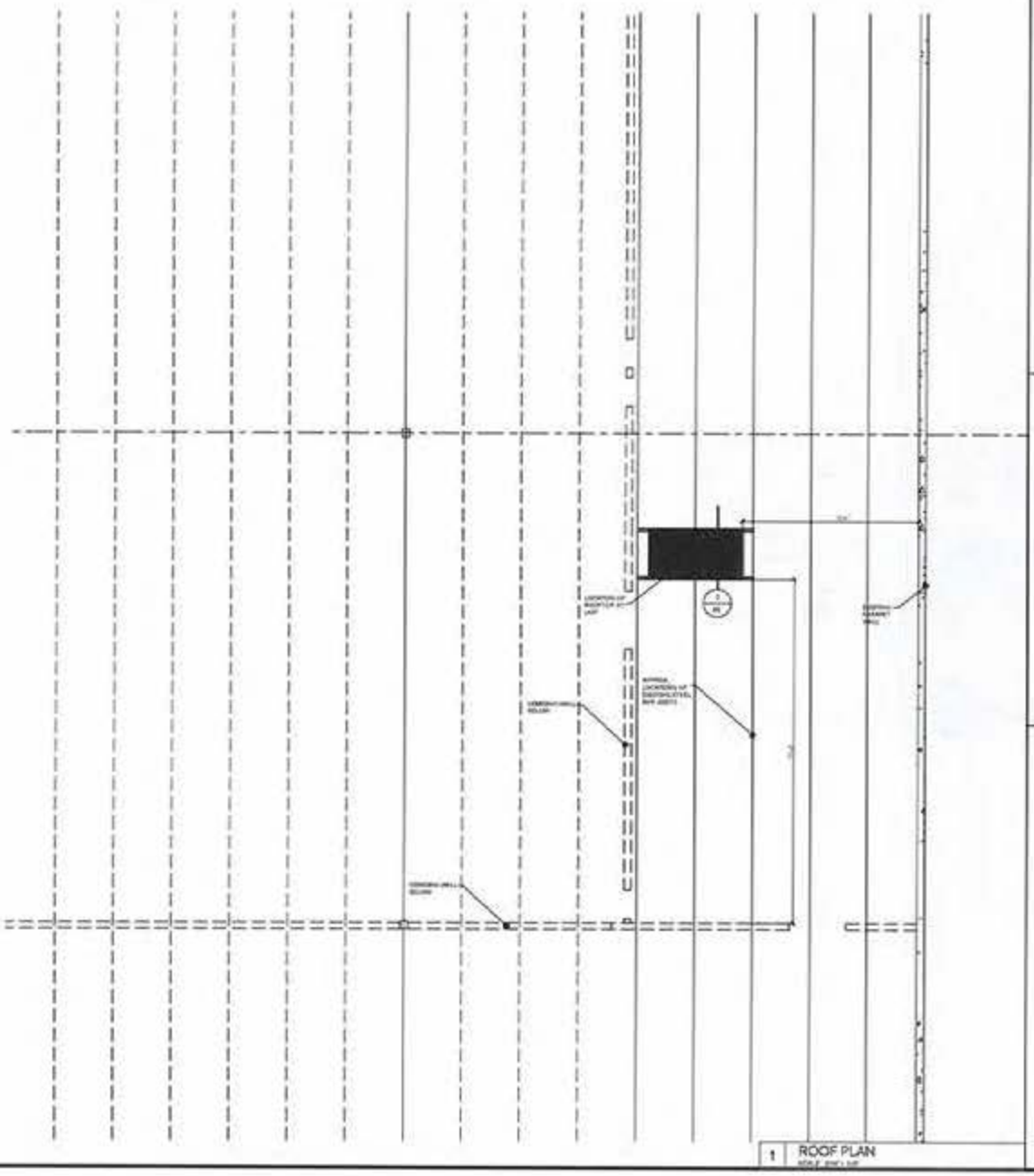
TENANT IMPROVEMENTS FOR:

shipmonk

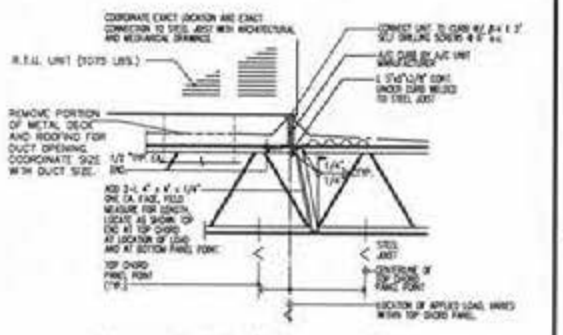
PHASE II

CEILING / LIGHTING PLAN

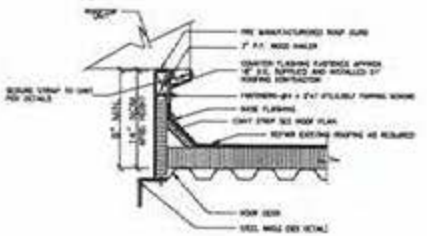
A4



1 ROOF PLAN



2 RTU MOUNTING DETAIL



3 TYPICAL CURB DETAIL

BDA ARCHITECTURE

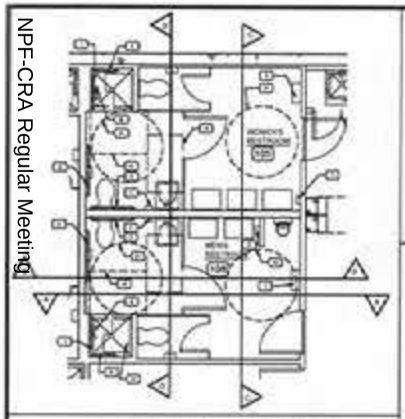
TENANT IMPROVEMENTS FOR:

shipmonk

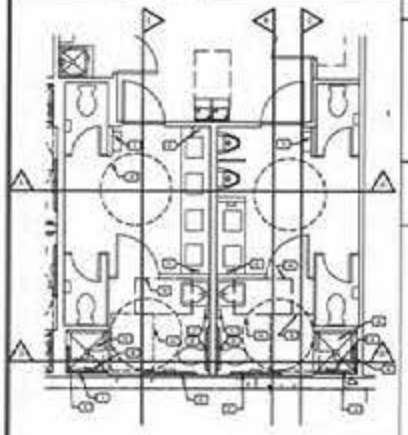
PHASE II

ROOF PLAN

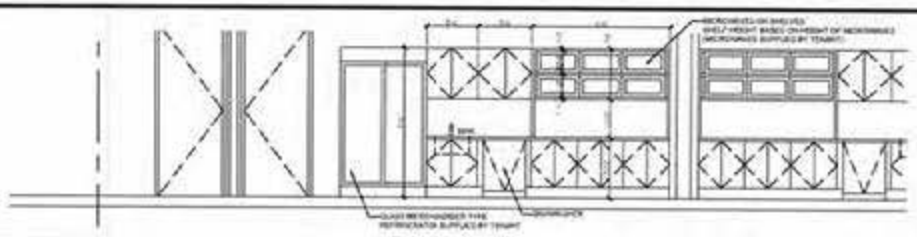
A5



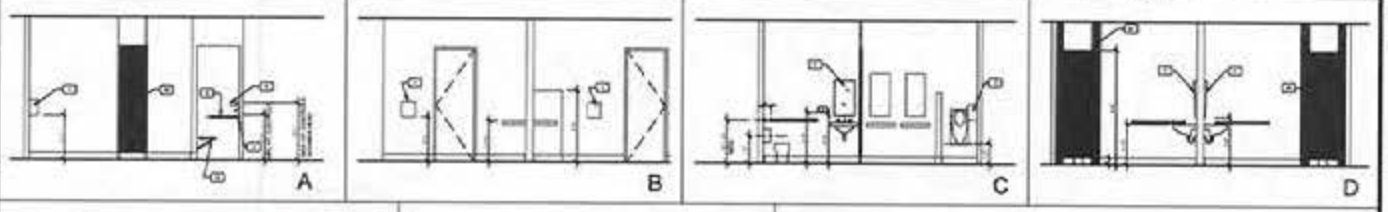
1 OFFICE RESTROOM PLAN

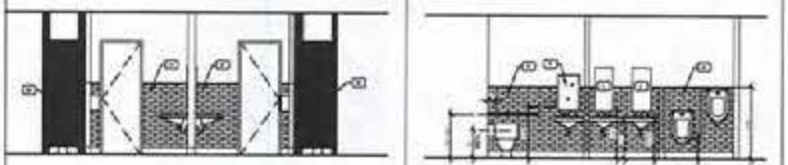


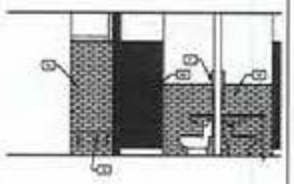
2 WAREHOUSE RESTROOM PLAN

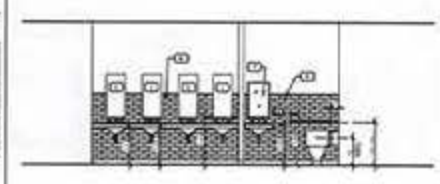


3 BREAK ROOM CABINETS



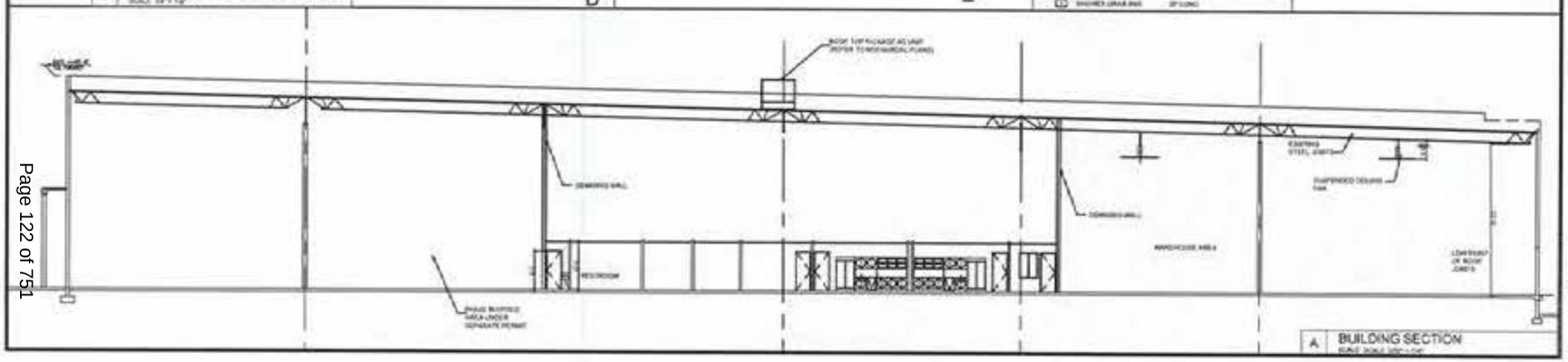






TOILET ROOM KEY NOTES

1	TOILET PAPER DISPENSER	7	
2		8	
3	SOAP DISPENSER	9	
4		10	
5		11	
6		12	



A BUILDING SECTION

BoA ARCHITECTURE

4601 N. UNIVERSITY DRIVE
SUITE 105
DAVIE, FL. 33328
T. (954) 470-3702
brunoarchitect@gmail.com

DESIGNED: BoA
DRAWN: BoA
CHECKED: BoA

Bruno P. Archad
AR0015464

TENANT IMPROVEMENTS FOR:

shipmonk

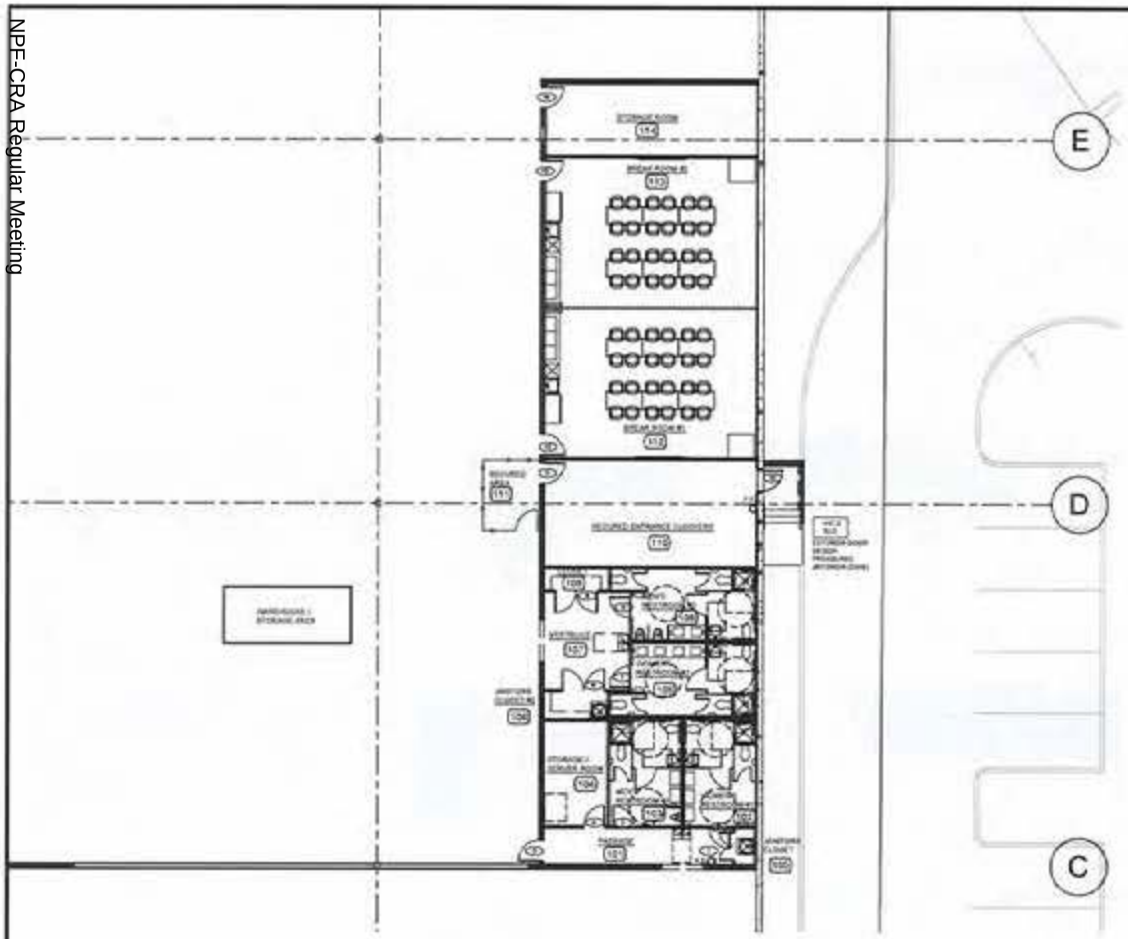
3011 NW 22ND AVENUE
FT. LAUDERDALE, FLORIDA 33311

PROJECT NO. 2019.05
DATE: 12-04-2019
CONSTRUCTION PERMIT

PHASE II

RESTROOM PLANS / INTERIOR ELEVATIONS / SECTION

A6



1 FLOOR PLAN

DOOR SCHEDULE

DOOR NO.	SPACE LOCATION	DOOR TYPE	DOOR FRAME	DOOR FINISH	DOOR SIZE	HARDWARE	REMARKS
1	102	SOLID CORE WOOD	WELDED MTL.	PAINTED	3'-0" x 6'-8" x 1 3/4" THICK	1	----------
2	103	SOLID CORE WOOD	WELDED MTL.	PAINTED	3'-0" x 6'-8" x 1 3/4" THICK	1	----------
3	105	SOLID CORE WOOD	WELDED MTL.	PAINTED	3'-0" x 6'-8" x 1 3/4" THICK	1	----------
4	106	GLASS	WELDED MTL.	PAINTED	3'-0" x 6'-8" x 1 3/4" THICK	----------	----------
5	107	SOLID CORE WOOD	WELDED MTL.	PAINTED	3'-0" x 6'-8" x 1 3/4" THICK	1	----------
6	108	SOLID CORE WOOD	WELDED MTL.	PAINTED	3'-0" x 6'-8" x 1 3/4" THICK	1	----------
7	109	SOLID CORE WOOD	WELDED MTL.	PAINTED	3'-0" x 6'-8" x 1 3/4" THICK	1	----------
8	110	SOLID CORE WOOD	WELDED MTL.	PAINTED	3'-0" x 6'-8" x 1 3/4" THICK	1	----------
9	111	HOLLOW METAL	WELDED MTL.	PAINTED	3'-0" x 7'-0" x 1 3/4" THICK	1	
10	112	SOLID CORE WOOD	WELDED MTL.	PAINTED	3'-0" x 6'-8" x 1 3/4" THICK	1	60-MINUTE - "F" LABEL
11	113	SOLID CORE WOOD	WELDED MTL.	PAINTED	3'-0" x 6'-8" x 1 3/4" THICK	1	60-MINUTE - "F" LABEL
12	114	SOLID CORE WOOD	WELDED MTL.	PAINTED	3'-0" x 6'-8" x 1 3/4" THICK	1	60-MINUTE - "F" LABEL

DOOR TO REMAIN

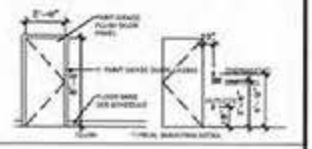
HARDWARE

TYPE 1 - BATHROOM (PRIVACY)
SET TO DESIGNATED
PASSAGE SET
2 FLOOR STOP
BUMPERS
PRIVACY LOCK/OTHER SIDE RELEASE

TYPE 2 (PASSAGE TYPE)
HINGES - 1 1/2 PAIR BUTTS
CYLINDER/DOOR SET, LEVER TYPE
1 FLOOR STOP

TYPE 3 (EXTERIOR DOOR)
HINGES
DEAD PLATE
CLOSER
WEATHERSTRIPPED THRESHOLD
PANIC BAR
MORTISE CYLINDER

ALL DOORS
TO RECEIVE 1 HOUR/SMOKE BUTT
HANDRAIL (BLENDED STYLE LEVER)
SERVICES UNDER SEPARATE MECHANICAL
ELECTRICAL, SPRINKLER APPROVED DRAWINGS
DOOR STOPS & WINDOW
SPRINKLER HEADS
ALL DOORS AND DOOR HARDWARE TO BE APPROVED BY FIRE MARSHALL PRIOR TO INSTALLATION



FINISH SCHEDULE

	LOCATIONS	WALL	CEILING	FLOOR	BASE	REMARKS
100						
101						
102						
103						
104						
105						
106						
107						
108						
109						
110						
111						
112						
113						
114						

FINISH SPECS

TILE FLOORING SELECTED BY TENANT

WALL PAINT COLOR SELECTED BY TENANT

BATHROOM WALL TILE SELECTED BY TENANT

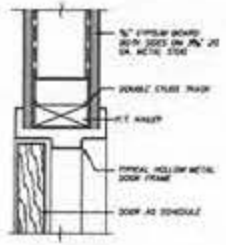
BREAK FLOOR SELECTED BY TENANT

CEILING
PAINTED GYP. BD. TEXTURE
FLUSH TO
PAINT COLOR SELECTED BY TENANT

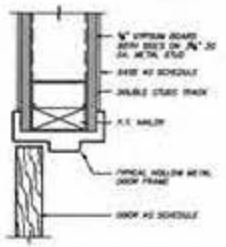
INTERIOR WALL AND CLG. FINISH

PER FBC TABLE 803.9 - BUSINESS "B" OCCUPANCY - SPRINKLERED

EXIT ENCLOSURES	CLASS "B"	
EXIT ACCESS CORRIDORS AND OTHER EXITWAYS	CLASS "C"	
ROOMS AND ENCLOSED SPACES	CLASS "C"	



2 INTERIOR DOOR HEADER



3 INTERIOR DOOR JAMB

BoA ARCHITECTURE
3601 S. UNIVERSITY DRIVE, SUITE 104
DAVIE, FL 33328
T: (954) 478-2552
brianarchitect@gmail.com

DESIGNED: Brian
DRAWN: Brian
CHECKED: Brian

Brian P. Archer
Architect

TENANT IMPROVEMENTS FOR:

shipmonk

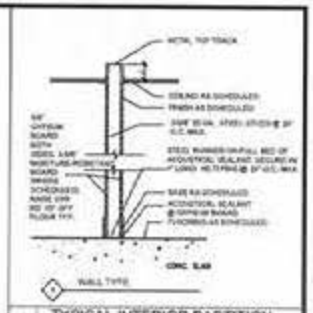
251 NW 22ND AVENUE
FT. LAUDERDALE, FLORIDA 33311

PROJECT NO: 2016.06
DATE: 12-05-2016
REVISED FOR PERMIT

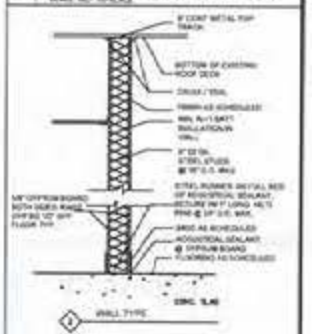
PHASE II

DOOR AND FINISH SCHEDULE

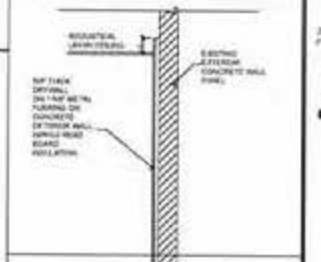
A7



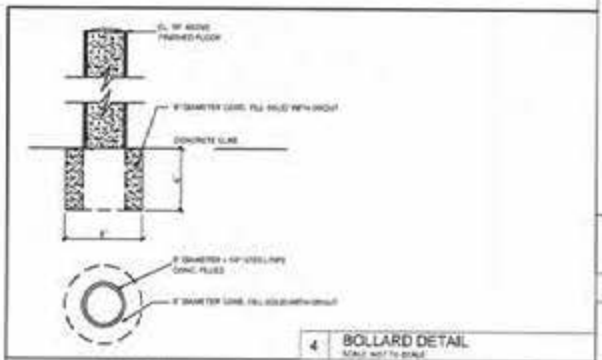
1 TYPICAL INTERIOR PARTITION



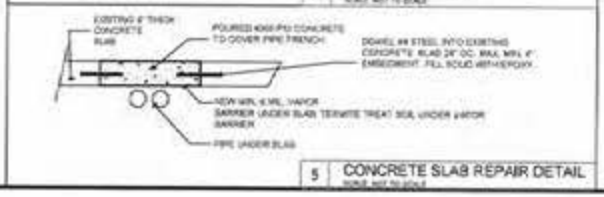
2 SEPARATION PARTITION WALL



3 DRYWALL FIN. AT EXT. WALLS



4 BOLLARD DETAIL



5 CONCRETE SLAB REPAIR DETAIL

BoA ARCHITECTURE
4601 S. UNIVERSITY DRIVE
DAVIE, FL 33328

DESIGNED: BoA
DRAWN: BoA
CHECKED: BoA

TENANT IMPROVEMENTS FOR:

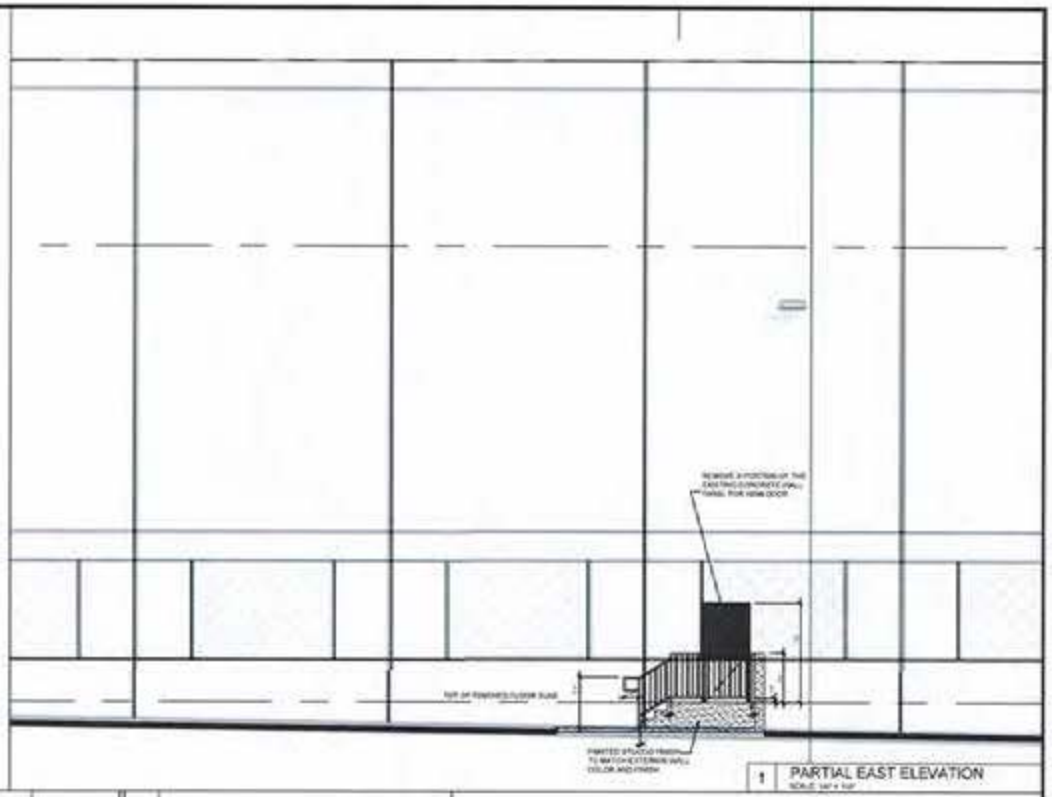
shipmonk

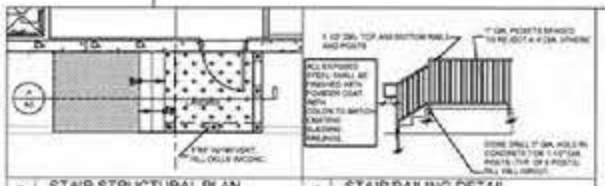
PROJECT NO.
DATE: 12-24-2018

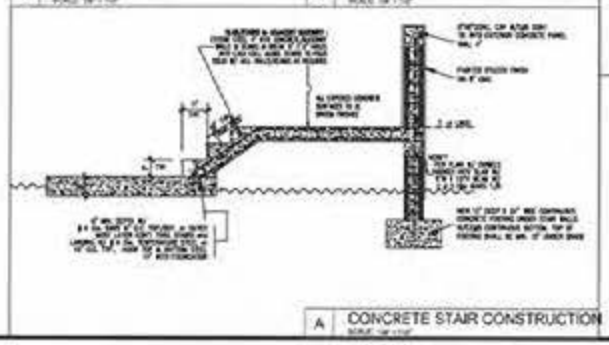
PHASE II

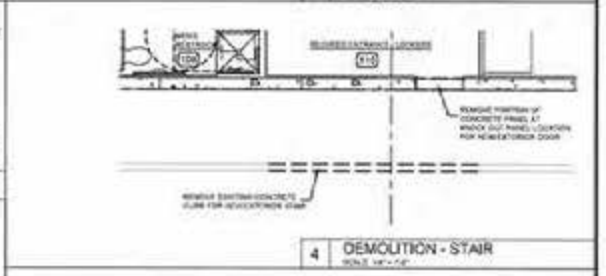
DETAILS

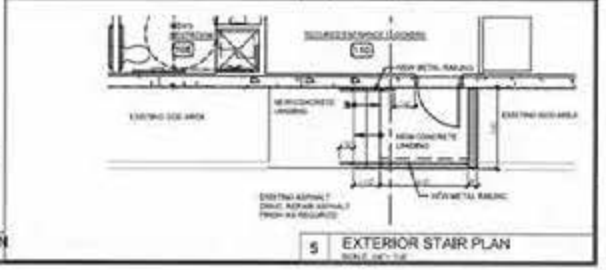
A8











BoA ARCHITECTURE

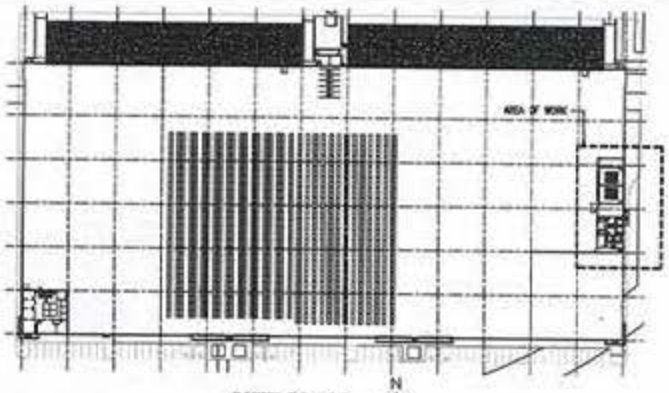
TENANT IMPROVEMENTS FOR:

shipmonk

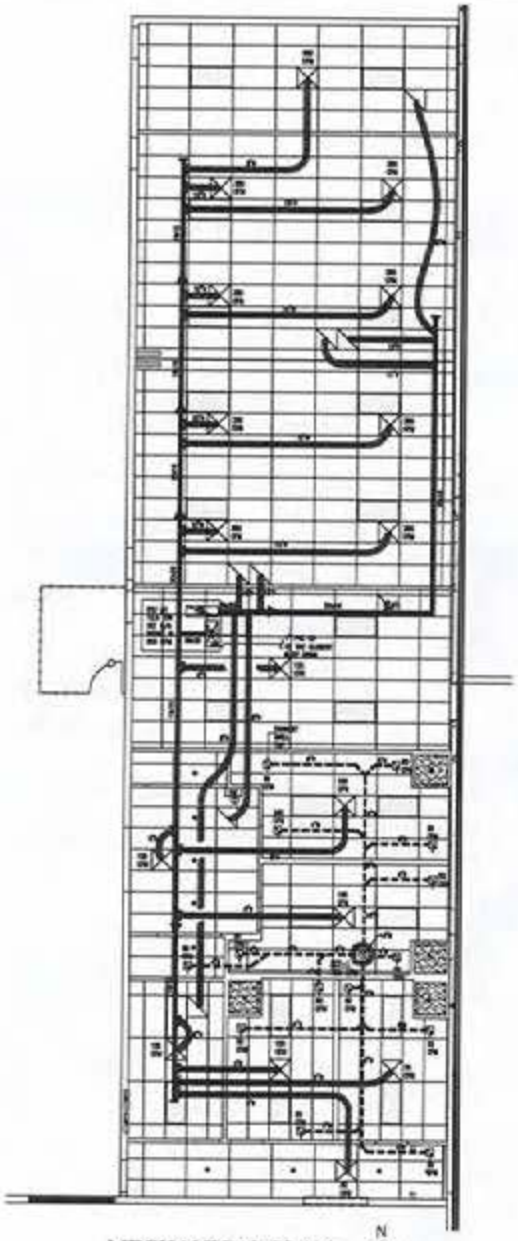
PHASE II

EXTERIOR STAIR DETAILS

A9



SITE PLAN
SCALE: N.T.S.



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

MECHANICAL LEGEND	
S	SMOKE DETECTOR
T	PROGRAMMABLE THERMOSTAT
	DUCT
	DUCT MANUAL VOLUME DAMPER W/ REGULATOR
	FIRE DAMPER
	SUPPLY AIR DIFFUSER
	RETURN AIR DIFFUSER
	SUPPLY PERIMETER DIFFUSER, SIZE
	FLEX DUCT SIZE
	CEILING FAN
	OUTSIDE AIR
	ROOF TOP UNIT
	EXHAUST FAN WITH BACKDRAFT DAMPER
	HVAC SIZE REDUCER

HVAC DESIGN REQUIREMENTS		

Ventilation per FBC-M 2017 Table 403.3.1.1

RTU - CARRIER OR EQUAL	(4602J#30)
NOM TONS	12.5
EER	12.4
MODEL NO:	50HC*B14-8
CFM	3750
REFRIGERANT	R-410A
AMBIENT	95
CAP (MBH) @ 80/67 (TC/SC)	147.3 / 103.4
COMPRESSOR QTY / TYPE	2 / SCROLL
COMPRESSOR 1 RLA - LRA	8.2 - 68.0
COMPRESSOR 2 RLA - LRA	8.2 - 68.0
COND. FAN QTY / FLA - HP	3 / 0.8 - 1/4
EVAP. FAN FLA - BHP	8.3 - 3.7
HEATER KW	15.2
MCA	32
MOCP	35
DIMENSIONS (LxWxH) (IN)	116 x 64 x 58
S.T.D WEIGHT (LBS)	1360

BoA ARCHITECTURE
4901 S. UNIVERSITY DRIVE
SUITE 104
DAVIE, FL 33328
T: 954.476.3102
brunonunez@gmail.com

DESIGNED: Bruno
DRAWN: Bruno
CHECKED: Bruno

Bruno P. Nunez
#18055464

TENANT IMPROVEMENTS FOR:

shiprnonk

209 NW 22ND AVENUE
FT. LAUDERDALE, FLORIDA 33311

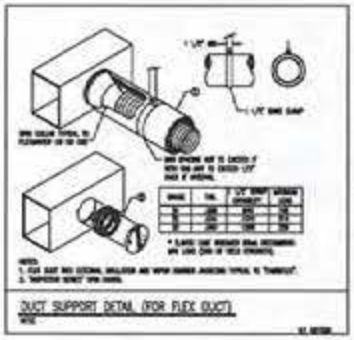
PROJECT NO: 2018-06
DATE: 12.04.2018
REVISED FOR PERMIT:

PHASE II

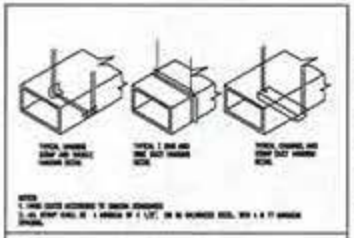
M-1

BUCHANAN P.E CONSULTING INC.
ELECTRICAL / MECHANICAL / PLUMBING
ENGINEERING

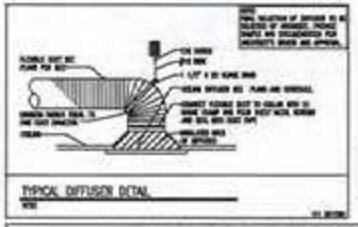
H.V.A.C. GENERAL NOTES:



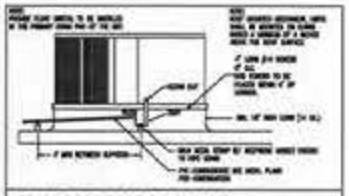
DUCT SUPPORT DETAIL (FOR FLEX DUCT)



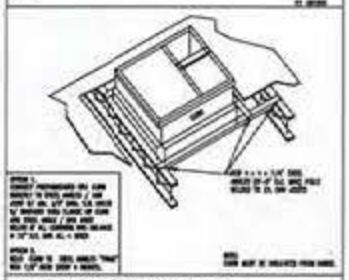
METHODS OF HANGING DUCTS



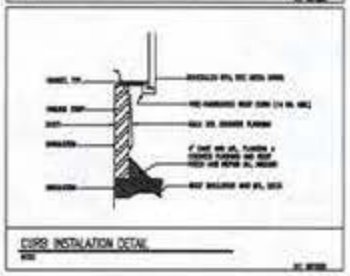
TYPICAL DIFFUSER DETAIL



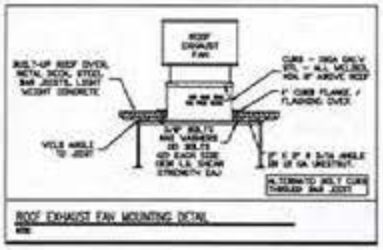
RTU TO CURB ATTACHMENT & DRAIN DETAIL



CURB TO ROOF JOIST ATTACHMENT DETAIL



CURB INSTALLATION DETAIL



ROOF EXHAUST FAN MOUNTING DETAIL

DIFFUSERS, GRILLES & REGISTERS SCHEDULE (SIDE-SOLUNE) (SIDE-FLOW) (SIDE-WALL)

MARK	MANUFACTURER	SERIES	MATERIAL	NECK SIZE	FINISH	FRAME	REMARKS
RTU-1	TITUS-MA	SUPPLY AIR	ALUMINUM	24" x 24"	A-MILL	1"	T-BAR 24" X 24"
RTU-2	TITUS-MA	SUPPLY AIR	ALUMINUM	12" x 12"	A-MILL	1"	T-BAR 24" X 24"
RTU-3	TITUS-MA	RETURN AIR	ALUMINUM	24" x 24"	-	1"	T-BAR 24" X 24"
RTU-4	TITUS-MA	RETURN AIR	ALUMINUM	24" x 24"	-	1"	T-BAR 24" X 24"
RTU-5	TITUS-MA	SUPPLY AIR	ALUMINUM	24" x 24"	-	1"	T-BAR 24" X 24"
RTU-6	TITUS-MA	SUPPLY AIR	ALUMINUM	24" x 24"	-	1"	T-BAR 24" X 24"
RTU-7	TITUS-MA	SUPPLY AIR	ALUMINUM	24" x 24"	-	1"	T-BAR 24" X 24"
RTU-8	TITUS-MA	SUPPLY AIR	ALUMINUM	24" x 24"	-	1"	T-BAR 24" X 24"
RTU-9	TITUS-MA	SUPPLY AIR	ALUMINUM	24" x 24"	-	1"	T-BAR 24" X 24"
RTU-10	TITUS-MA	SUPPLY AIR	ALUMINUM	24" x 24"	-	1"	T-BAR 24" X 24"
RTU-11	TITUS-MA	SUPPLY AIR	ALUMINUM	24" x 24"	-	1"	T-BAR 24" X 24"
RTU-12	TITUS-MA	SUPPLY AIR	ALUMINUM	24" x 24"	-	1"	T-BAR 24" X 24"

CONTRACTOR SHALL VERIFY NECK SIZE(S) WITH EQUIPMENT SUPPLIED. COORDINATE WITH CEILING TYPE.

FLEX SCHEDULE

(1")	30-100 CFM
(1")	100-200 CFM
(1")	200-300 CFM
(1")	300-400 CFM

ROOF EXHAUST FAN SCHEDULE

TAG	MANUFACTURER	MODEL	CFM	S.P.	HP	VOLTS/PH	WEIGHT	REMARKS
RF-1	LOREN COOK OR EQUAL	GB-090	1,200	0.25	1	208/3	350	1,2

NOTES:
1. PROVIDE WITH BACKDRAFT DAMPER.
2. PROVIDE WITH ROOF CURB.

BUCKANAN P.E CONSULTING INC.
ELECTRICAL * MECHANICAL * PLUMBING
ENGINEERING

BPA ARCHITECTURE
4601 N. UNIVERSITY DRIVE
SUITE 106
DAVIE, FL 33328
T: (954) 405-3192

DESIGNED: Bpk
DRAWN: Bpk
CHECKED: Bpk

Bruce P. Asahel
AR0015464

TENANT IMPROVEMENTS FOR:

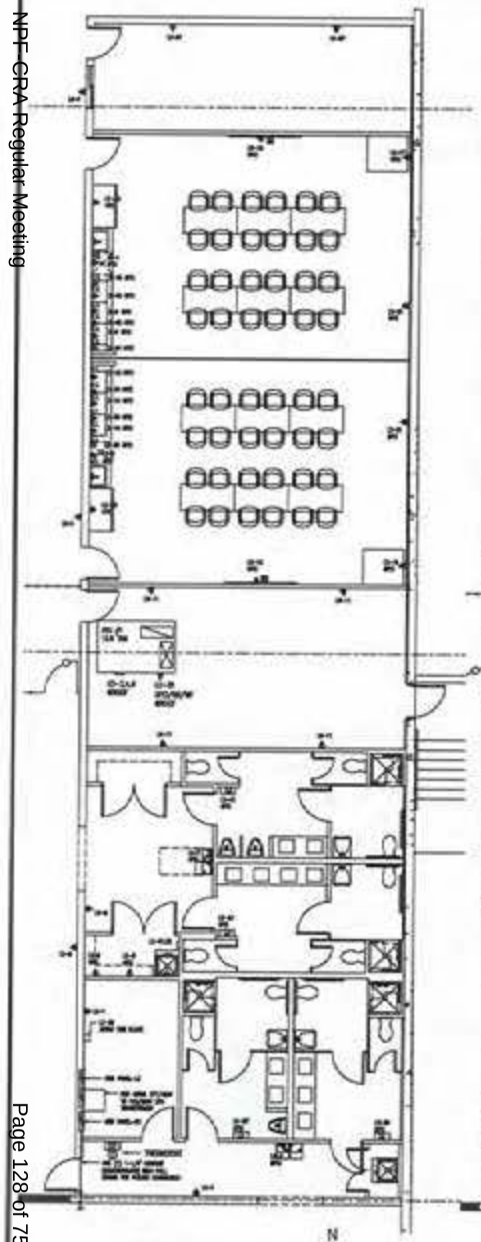
shipmonk

231 NW 22ND AVENUE
FT. LAUDERDALE, FLORIDA 33311

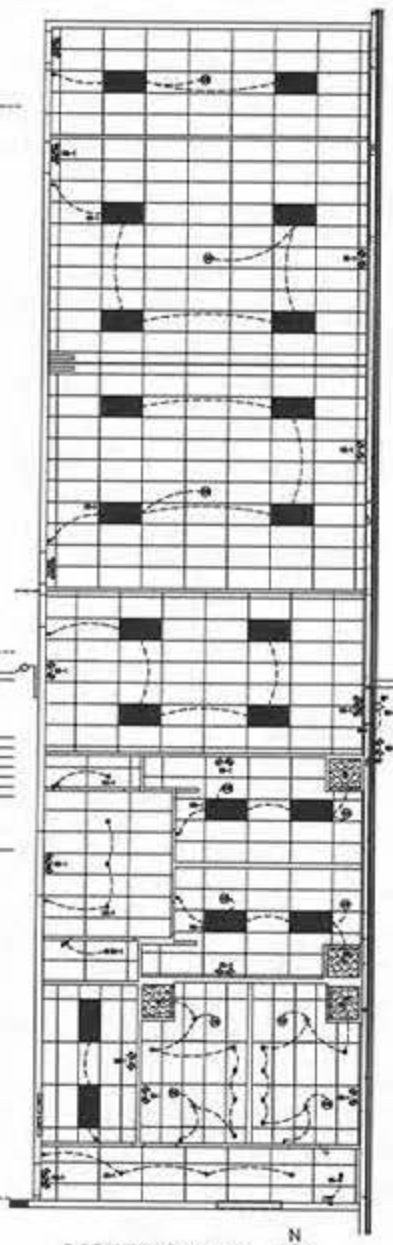
PROJECT NO: 2018.05
DATE: 11.04.2019
ISSUED FOR PERMIT

PHASE II

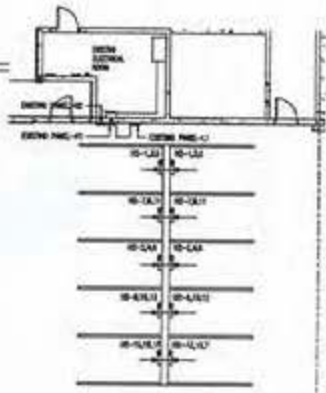
M-2



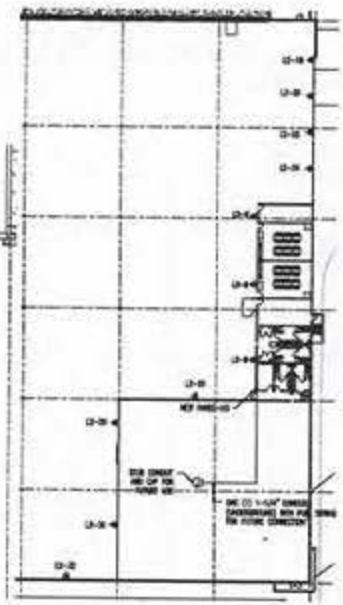
POWER PLAN
SCALE: 3/16" = 1'-0"



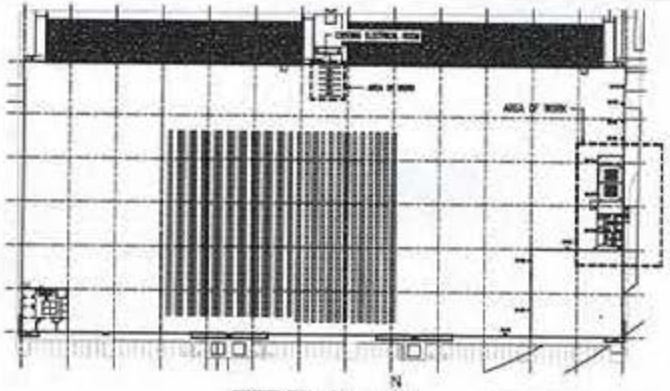
LIGHTING PLAN
SCALE: 3/16" = 1'-0"



PARTIAL POWER PLAN
FORKLIFT BATTERY
CHARGING STATIONS
SCALE: 1/8" = 1'-0"



PARTIAL POWER PLAN
SCALE: 1/32" = 1'-0"



SITE PLAN
SCALE: N.T.S.

ELECTRICAL SYMBOL LEGEND

BUCHANAN P.E CONSULTING INC.
ELECTRICAL * MECHANICAL * PLUMBING
ENGINEERING

BoA ARCHITECTURE

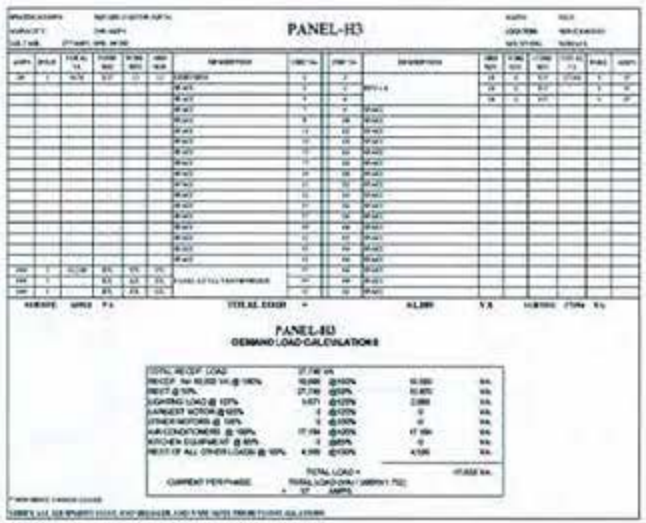
TENANT IMPROVEMENTS FOR:

shipmonk

PHASE II

E-1



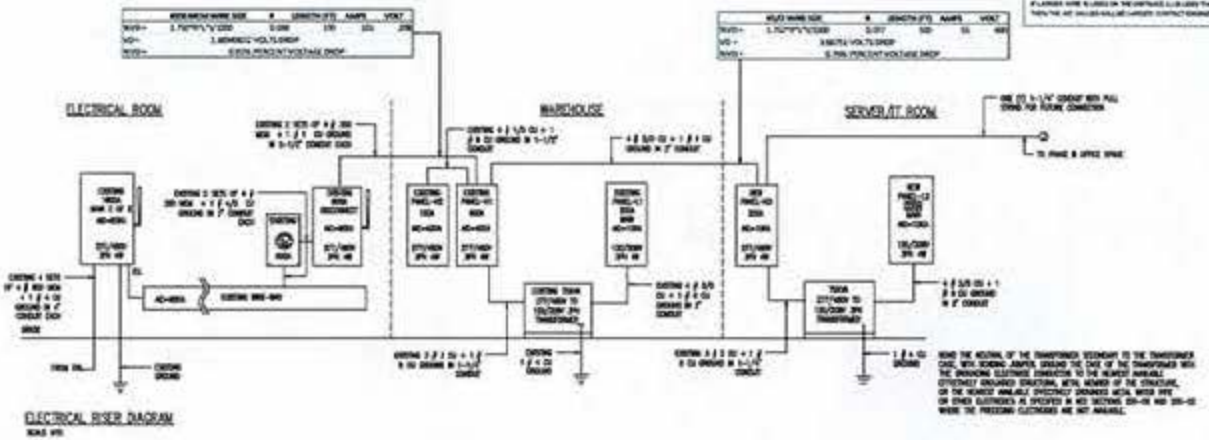












CALCS & SCHEDULES

BUCHANAN P.E CONSULTING INC
ELECTRICAL * MECHANICAL * PLUMBING
ENGINEERING

BoA ARCHITECTURE

TENANT IMPROVEMENTS FOR:

shipmonk

PHASE II

E-1

GENERAL ELECTRICAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (N.E.C.), LOCAL BUILDING CODE, CITY AND COUNTY ORDINANCES, STATE AND LOCAL CODES. ALL MATERIAL SHALL BE NEW AND SHALL BEAR THE U.L. LABEL WHERE APPLICABLE.
2. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A FIRST CLASS WORKMANLIKE MANNER. THE CONTRACTOR SHARES SHALL BE FULLY DIMENSIONED AND ADAPTED OF THE DESIGN.
3. IF IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION. THE CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE ELECTRICAL SYSTEM AND INCLUDE ALL INCIDENTALS NECESSARY FOR COMPLETE IT TO BE PLACED IN PROPER WORKING ORDER.
4. CONTRACTOR SHALL HAVE ALL NECESSARY SYSTEMS AND SO AS TO BE NEWSTANDING AS NECESSARY FOR THE PROPER EXECUTION OF THE WORK.
5. AFTER COMPLETION OF THE INSTALLATION, THE SYSTEM SHALL TEST AND PASS THOSE CIRCUITS AND APPLIANCES.
6. MINOR ELECTRICAL CONDITIONS ARE INCLUDED IN CHANGE, THE CONTRACT SHALL COMPLY WITH THE ALL REQUIREMENTS.
7. ALL CONDUCTORS SHALL BE COPPER NO CONDUCTOR SHALL BE SMALLER THAN #14 AWG AND SHALL BE RATED FOR MINIMUM THAN 90 DEGREE CENTIGRADE (194 F). A GREENISH CONDUCTOR WITH NO CIRCUITS, UNLESS NOTED OTHERWISE, SHALL BE #12 AWG.
8. VERIFY ADDRESS AND CONSTRUCTIONS WITH ARCH. PLANS FOR ALL ELECTRICAL EQUIPMENT, DO NOT ORDER ELECTRICAL EQUIPMENT UNTIL APPROVED BY ARCH. AND OWNER. ANY DISCREPANCY SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
9. ALL EXTERIOR FIXTURES ARE ELECTRICAL PANELS TO BE ARCH-TR. ALL INTERIOR FIXTURES ARE ELECTRICAL PANELS IN A SELF SERVE AREA TO BE ARCH-PC.
10. PANELS SHALL BE BRANDED TO, MINIMUM, ELECTRIC AS SHOWN, TYPE AND NUMBER OF BREAKERS AS INDICATED ON PANEL SCHEDULE DRAWN. PANEL CONFIGURATION AS SHOWN OF PANEL. ALL NEW PANELS INDICATED SHALL BE FLUSH MOUNTED. TYPE PANELS TYPE SERVICE SCHEDULE AS SHOWN ON DRAWINGS. CONTRACTOR TO VERIFY SHALL NOT EXCEED AVAILABLE CAPACITIES (AMPS, PHASES) AS INDICATED ON PLANS.
11. PANELS DESIGNATED FOR ALL PANEL BOARDS, SWITCHBOARDS, TRANSFORMERS, TERMINAL CABINETS, AND ALL ELECTRICAL EQUIPMENT EXPOSED OR PANEL OR CABINETS.
12. ALL ELECTRICAL MATERIALS, DEVICES, APPLIANCES AND EQUIPMENT SHALL BE LISTED, LISTED OR APPROVED BY AND CARRY TESTING AGENCY.
13. CHECK SIZES AS SHOWN ON MECHANICAL DRAWINGS BEFORE ROUGH-IN. VERIFY ALL EQUIPMENT AND PANEL SIZES BEFORE ORDERING AND SETTING INSTALLATION.
14. ALL EXTERIOR ELECTRICAL EQUIPMENT SHALL BE MOUNTED TO COMPLY WITH LOCAL CODES FOR SNOW RESISTANCE.
15. ALL ELECTRICAL AND TRANSFORMERING DEVICES TO BE OF 10" A.F.F. IN BATHROOM OR WHERE UNLESS OTHERWISE NOTED, ALL LIGHT SWITCHES SHALL BE 4'-0" AFF. IN THE OF DEVICES.
16. TIME CLOCK FOR LIGHTING CONTROL TO BE AS INDICATED ON THE PLANS.
17. THE CONTRACTOR SHALL SUBMIT THE LOCAL POWER COMPANY AND CHECK, A DRAWING FOR INSTALLING SHALL CONSIST OF THE LAYOUT TRANSFORMER. THE CONTRACTOR SHALL CHECK THAT ALL ELECTRICAL EQUIPMENT AND ALL LOAD ACCOMPANYING CAPACITY AND CAPACITY THAN THE UNBALANCE FULLY CURRENT OF ANY POINT IN THE ELECTRICAL DISTRIBUTION SYSTEM.
18. WIRING METHODS:
ALL CONDUCTORS SHALL BE INSTALLED IN ELECTRICAL METALLIC TUBING (EMT) OR OF SHALL IN FLEXIBLE METAL CONDUIT (INDICATED) AS PER NEC 350-10, INCLUDES 1 #6 GREEN IN CONDUCTOR IS CONTINUOUS REINFORCEMENT AS SPECIFIED IN NEC 350-3 (A), ALL SYSTEMS AND EQUIPMENT FOR NOT CONDUIT SHALL BE ALL TYPES, AND SHALL COMPREHENSIVE TYPE IN ALL RIGID CONDUCTORS SHALL NOT EXCEED TYPE, SCHEDULE 40 PVC CONDUIT, NON PETROLEUM EQUIPMENT APPROPRIATE FOR THE USE SHALL BE USED UNDERGROUND OR BELOW SLAB ON GRADE.
19. BRANCH CIRCUIT WIRING UNDER THAN 2-WIRE OR HIGHER BRANCH CIRCUITS SHOWN TYPICAL TO LUMINAIRE (FIXTURES) OR OUTLETS, SHALL NOT BE THREE CIRCUITS OR SERIES THAT THE # OR HIGHER, UNLESS OTHERWISE NOTED. IF A LUMINAIRE CIRCUITS THE LUMINAIRE IS SERVICED FOR THROUGH-WIRING.
LUMINAIRES SHALL NOT BE USED AS A RACEWAY FOR BRANCH CONDUCTORS UNLESS LISTED AND MARKED FOR USE AS A RACEWAY. PENDANT & WIRES IN STRINGING.
20. ALL ALL NEW CIRCUIT FURNISHINGS THROUGH THE WHITE WALLS, CEILINGS, FLOORS, ETC. OF BUILDING EXISTING THE WORK CONDITIONS, PLANNED AND INSTALL THE WORK CONCEALMENT FOR ALL EQUIPMENT FURNISHING THE ONE SHALL BE USED UNDERGROUND OR BELOW SLAB ON GRADE.
21. ELECTRICAL CONTRACTOR IS RESPONSIBLE TO PROVIDE WIRING FOR HVAC SYSTEM, ATC EQUIPMENT, BASIC ELECTRICAL TERMINATION, NOT SHOWN ARCHITECTURAL DRAWINGS, ETC. ELECTRICAL CONTRACTOR SHALL COORDINATE WITH MECHANICAL CONTRACTOR AND PROVIDE ALL NECESSARY CONTROL WIRING, ELECTRICAL CONNECTIONS TO THERMOSTAT BOARD MECHANICAL PLANS AND PROVIDE POWER TO ALL HVAC EQUIPMENT. CONTRACTOR IS ENSURE THAT IS NOT SHOWN ON ELECTRICAL PLANS THAT IS SHOWN ON MECHANICAL PLANS.
22. WHERE "EXIST" APPEARS ON ANY DRAWING INDICATES NEW ARCHITECTURAL DOOR SHOWN ON IS "EXIST" EQUIPMENT, MAKER RESPONSIBLE TO CONNECT EXISTING POWER EQUIPMENT AS SPECIFIED WITH FACTORY INSTALLED CONNECTIONS.
23. MAKE NEW ELECTRIC SERVICE TO BEING INSTALLED, IT IS THE INTENTION, CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH POWER, CONNECTION ON THE SIDE OF THE P.M. TRANSFORMER AND TO REQUIRED TO PROVIDE THE NEW ELECTRICAL SERVICE SHOWN ON ELECTRICAL PLANS. NO ADDITIONAL COST TO OWNER OVER ANY COSTS SHOWN. THE CONTRACTOR SHALL BE REQUIRED TO PAY ANY EXTRA COSTS ABOVE ANY COSTS SHOWN, CHANGES THAT ARISE SHOULD BE MADE TO PAY ANY EXTRAS THAT ARE TO BE MADE AS DIRECT OF POWERFUL SHOWN ON ELECTRICAL PLANS.
24. ELECTRICAL SERVICE EQUIPMENT MUST BE AT MINIMUM WILL MEET AT SPEC ALL CONDITIONS WITHIN SUBSTRATE, ALL EXTRA EXPENSES THEREOF THESE WITH ACTUAL CONDITIONS ENCOUNTERED AT THE LOCATION WITH THE WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXTRA EXPENSES AND DELAYS CAUSED BY THE CONTRACTOR'S FAILURE TO COMPLY WITH THIS REQUIREMENT. IF THE ACT OF CONTRACTOR'S FAILURE TO COMPLY WITH THIS REQUIREMENT, THE CONTRACTOR SHALL BE REQUIRED TO MAKE SUCH CHANGES AND ADJUSTMENTS AS MAY BE REQUIRED BY THE OWNER, ARCHITECT AND ENGINEER AT NO EXTRA COST TO THE OWNER. ALL REQUIRED FOR ADDITIONAL TRENCHING WORK, BE CONSIDERED AS EXTRA, DUE TO THE FAILURE TO ALLOW FOR CONDITIONS WHICH MAY EXIST. CONTRACTOR IS REQUIRED TO INSPECT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS AND SHALL BE RESPONSIBLE TO REPAIR ANY EXISTING ITEMS DAMAGED DURING CONSTRUCTION. IF IT IS NOT POSSIBLE TO REPAIR ANY EXISTING ITEMS DAMAGED DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE ANY EXISTING ITEMS DAMAGED DURING CONSTRUCTION.
25. WIRING METHODS TO ALL PRODUCT CODE ABOVE TO BE IN COMPLIANCE WITH MINIMUM INSULATION REQUIREMENTS OF NEC WITH MINIMUM NOTED.
26. ALL WIRING BETWEEN THAT TO BE CONNECTED WITH POSITIVE GROUND REQUIREMENTS, CONNECTOR EACH VERIFY ALL GROUND DETERMINED AND POSITIVE GROUND REQUIREMENTS BEFORE ANY ORDERING, INSTALLING, OR WIRING OF ANY GROUND DETERMINED AND TESTERS.
27. ALL EXTERIOR RECEPTACLES TO BE GFCI & WEATHER PROOF.

FOR FLORIDA BUILDING CODE 2017 ENERGY CONSERVATION

SECTION 130.5 - LIGHTING CONTROLS

(A) 1. THE LUMINAIRES FOR INTERIOR AND EXTERIOR CIRCUITS SHARING SHALL BE SIZED FOR A MINIMUM OF 1 PHOTOCELL MEANS FOR ON.

SECTION 130.5 - CONTROLLED REQUIREMENTS.

(A) 1. ALL LUMINAIRES, CONSTRUCTION OCCUPANTS SHALL DESIGNED THAT WITHIN 30 DAYS AFTER THE DATE OF WRITTEN ACCEPTANCE, RECEIVE DRAWINGS OF THE ACTUAL INSTALLATION SHALL BE PROVIDED TO THE BUILDING OWNER, INCLUDING:
a. SINGLE-LINE DRAWING OF THE BUILDING ELECTRICAL DISTRIBUTION SYSTEM AND
b. FLOOR PLANS DESIGNATING LOCATION AND AREA SERVED FOR ALL DISTRIBUTIONS.

(A) 2. ALL LUMINAIRES, CONSTRUCTION OCCUPANTS SHALL DESIGNED THAT AN OPERATION MANUAL AND MAINTENANCE MANUAL IS PROVIDED TO THE BUILDING OWNER. THE MANUALS SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:
a. SEQUENCE OF OPERATION FOR EACH TYPE OF CONTROL SYSTEM INSTALLED, INCLUDING CONTROL DIAGRAMS AND SETPOINTS.
b. A NARRATIVE DESCRIBING HOW EACH SYSTEM IS INTENDED TO BE OPERATED AND MAINTAINED.
c. RECOMMENDED SCHEDULE FOR ROUTINE MAINTENANCE, INCLUDING FILTER REPLACEMENT, BELT TENSIONING, AND LUBRICATION.
d. SPARE PARTS AND SUPPLIERS LIST OF LONG LEAD TIME EQUIPMENT.
e. COPY OF THE MANUFACTURER'S OPERATING AND MAINTENANCE INSTRUCTIONS FOR EQUIPMENT AND SYSTEMS.
f. COMPLETED MANUFACTURER'S CERTIFICATE OF INSTALLATION.
g. WHERE AND ADDRESSES OF AT LEAST ONE AUTHORIZED SERVICE AGENCY.
h. CONTRACTOR'S NAMES, ADDRESS AND CONTACT INFORMATION.
i. COPY OF THE COMMISSIONING REPORTS AND OTHER DOCUMENTATION TO BE TRANSMITTED TO THE OWNER AND SHOULD BE KEPT COPIES OF ANY OF THE MATERIALS.

NOTE:
THE LIGHTING SPECIFICATIONS WERE SUPPLIED BY OTHERS. CONTRACTOR TO COORDINATE WITH MANUFACTURER'S REP OR OWNER'S INTERIOR DESIGNER. VERIFY THAT THE SPECIFICATIONS ON THE PLANS ARE WHAT THE OWNER AGREED UPON AND PROPERLY MEET CONTROLS CODE. MANUFACTURER SPECIFICATIONS, ELECTRICIAN CONTRACTOR TO CHECK MANUFACTURERS SPECIFICATIONS AND INSTALLATION INSTRUCTIONS FOR LIGHTS AND CONTROLS FOR LIGHTS PRIOR TO ORDERING AND INSTALLATION.

NOTE:
FOR FLUORESCENT LUMINAIRES, PROVIDE REQUIREMENTS AS PER NEC 410.130(G).

NOTE:
SPECIFIC DELAY USED AND SUPPLY FOR ARC CONTROLLER OR THE ROOM LIGHTING PANEL THE CONTRACTOR SHALL SET POWER BASE FOR SUPERVISOR WORK IS AUTHORIZED.

EXISTING ILLUMINATION IS MINIMUM 101 PER ITEC (108.2)

EXISTING BUILDING ADDITIONS / ENVIRONMENTAL ALTERATIONS (EXISTING)

PROVIDE A CONNECTION WITH AN INTERMEDIATE TIME CLOCK TO TURN OFF ALL CANOPY LIGHTS DURING NIGHT BUSINESS HOURS.

PROVIDE TIME CLOCK BYPASS SWITCHES AT LOCATIONS SHOWN ON THE PLANS. THE BYPASS SWITCHES MUST BE CAPABLE OF OVERRIDING THE TIME OF DAY SCHEDULE SHUT-OFF CONTROL FOR AN HOUR THAN THE LIGHTS ARE TO REMAIN ON.

THE AUTOMATIC TIME SWITCH CONTROL DEVICE MODELED SHALL INCORPORATE AN ASTRONOMIC HOLIDAY SCHEDULING FEATURE THAT TURNS OFF ALL LOADS FOR AT LEAST TWO DIFFERENT HOLIDAYS THAT THE OWNER SELECTS FROM A PREPROGRAMMED HOLIDAY SCHEDULE OF AT LEAST 10 HOLIDAYS.

ALL SWITCHGEAR AND CAN LIGHTS TO BE CONNECTED UNDER OFF ANY SWITCH OR TIME CLOCK.

CLEARING INTERFACE FOR TIMER OPERATION IS EXCEPT FROM THE REQUIREMENTS OF THIS CODE.

CIRCUIT OR LIGHTING CONDITION
NO. 1

PANEL-L2

LOAD	WIRE	TYPE No.	CIRCUIT WIRE	WIRE SIZE	CKT. No.	LOAD DESCRIPTION	CKT. No.	CKT. No.	LOAD DESCRIPTION	LOAD WIRE	WIRE SIZE	CIRCUIT S.I.C.	CIRCUIT No.	WIRE #	LOAD
1	1	THW	3/4"	#12	1	RECEPT. CORRIDOR	2	1	SPARE	12	#12	3/4"	1	2	180
1	1	THW	3/4"	#12	3	RECEPT. CORRIDOR	4	1	SPARE	12	#12	3/4"	1	2	180
1	1	THW	3/4"	#12	5	RECEPT. CORRIDOR	6	1	SPARE	12	#12	3/4"	1	2	180
1	1	THW	3/4"	#12	7	RECEPT. CORRIDOR	8	1	SPARE	12	#12	3/4"	1	2	180
1	1	THW	3/4"	#12	9	RECEPT. CORRIDOR	10	1	SPARE	12	#12	3/4"	1	2	180
1	1	THW	3/4"	#12	11	RECEPT. CORRIDOR	12	1	SPARE	12	#12	3/4"	1	2	180
1	1	THW	3/4"	#12	13	RECEPT. CORRIDOR	14	1	SPARE	12	#12	3/4"	1	2	180
1	1	THW	3/4"	#12	15	RECEPT. CORRIDOR	16	1	SPARE	12	#12	3/4"	1	2	180
1	1	THW	3/4"	#12	17	RECEPT. CORRIDOR	18	1	SPARE	12	#12	3/4"	1	2	180
1	1	THW	3/4"	#12	19	RECEPT. CORRIDOR	20	1	SPARE	12	#12	3/4"	1	2	180
1	1	THW	3/4"	#12	21	RECEPT. CORRIDOR	22	1	SPARE	12	#12	3/4"	1	2	180
1	1	THW	3/4"	#12	23	RECEPT. CORRIDOR	24	1	SPARE	12	#12	3/4"	1	2	180
1	1	THW	3/4"	#12	25	RECEPT. CORRIDOR	26	1	SPARE	12	#12	3/4"	1	2	180
1	1	THW	3/4"	#12	27	RECEPT. CORRIDOR	28	1	SPARE	12	#12	3/4"	1	2	180
1	1	THW	3/4"	#12	29	RECEPT. CORRIDOR	30	1	SPARE	12	#12	3/4"	1	2	180
1	1	THW	3/4"	#12	31	RECEPT. CORRIDOR	32	1	SPARE	12	#12	3/4"	1	2	180
1	1	THW	3/4"	#12	33	RECEPT. CORRIDOR	34	1	SPARE	12	#12	3/4"	1	2	180
1	1	THW	3/4"	#12	35	RECEPT. CORRIDOR	36	1	SPARE	12	#12	3/4"	1	2	180
1	1	THW	3/4"	#12	37	RECEPT. CORRIDOR	38	1	SPARE	12	#12	3/4"	1	2	180
1	1	THW	3/4"	#12	39	RECEPT. CORRIDOR	40	1	SPARE	12	#12	3/4"	1	2	180
1	1	THW	3/4"	#12	41	RECEPT. CORRIDOR	42	1	SPARE	12	#12	3/4"	1	2	180

TOTAL LOAD = 40,230 VA

PANEL-L2
DEMAND LOAD CALCULATIONS

TOTAL RECEPT. LOAD	27,780 VA		
RECEPT. 1st 10,000 VA @ 100%	10,000	@100%	10,000 VA
REST @ 50%	17,780	@50%	8,890 VA
LIGHTING LOAD @ 125%	0	@125%	0 VA
LARGEST MOTOR @125%	0	@125%	0 VA
OTHER MOTORS @ 100%	0	@100%	0 VA
AIR CONDITIONERS @ 100%	0	@100%	0 VA
KITCHEN EQUIPMENT @ 65%	0	@65%	0 VA
REST OF ALL OTHER LOADS @ 100%	4,500	@100%	4,500 VA
CURRENT PER PHASE	TOTAL LOAD = TOTAL LOAD (VA) / (120V) x 1.732) =		28,370 VA
	79	(AMPS)	

BUCHANAN P.E CONSULTING INC.
ELECTRICAL • MECHANICAL • PLUMBING
ENGINEERING

ELECTRICAL NOTES & DETAILS

BpA ARCHITECTURE

4601 S. UNIVERSITY DRIVE
SUITE 130
DAVIE, FL 33328
T: (954) 476-2453

DESIGNED: Bpa
DRAWN: Bpa
CHECKED: Bpa

Bruce P. Archer
AR0010464

TENANT IMPROVEMENTS FOR:

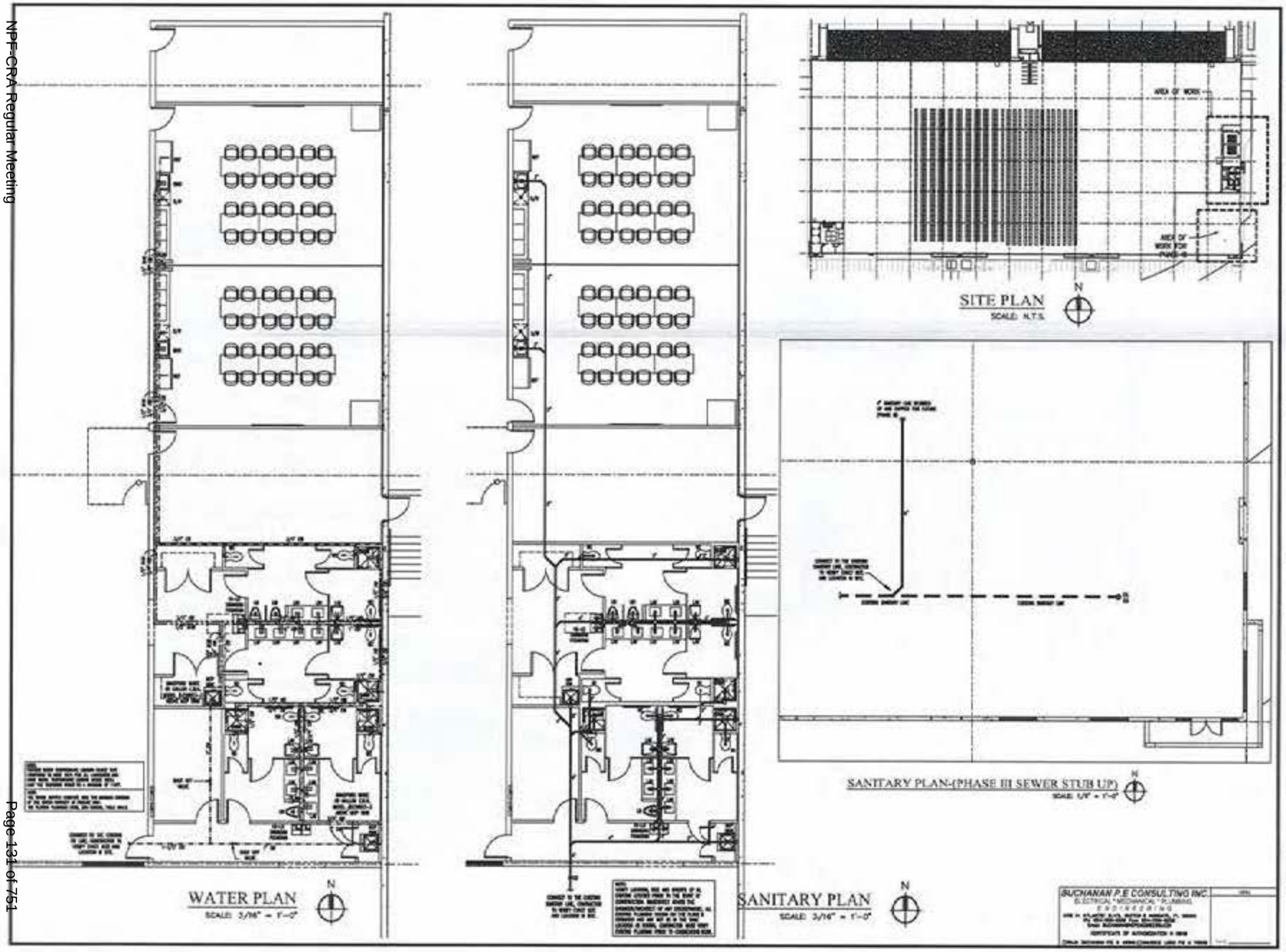
shipmonk

301 NW 22ND AVENUE
FT. LAUDERDALE, FLORIDA 33311

PROJECT NO: 2018.00
DATE: 12-04-2018

PHASE II

E-3



BUCHANAN P.E CONSULTING INC.
ELECTRICAL * MECHANICAL * PLUMBING
ENGINEERING

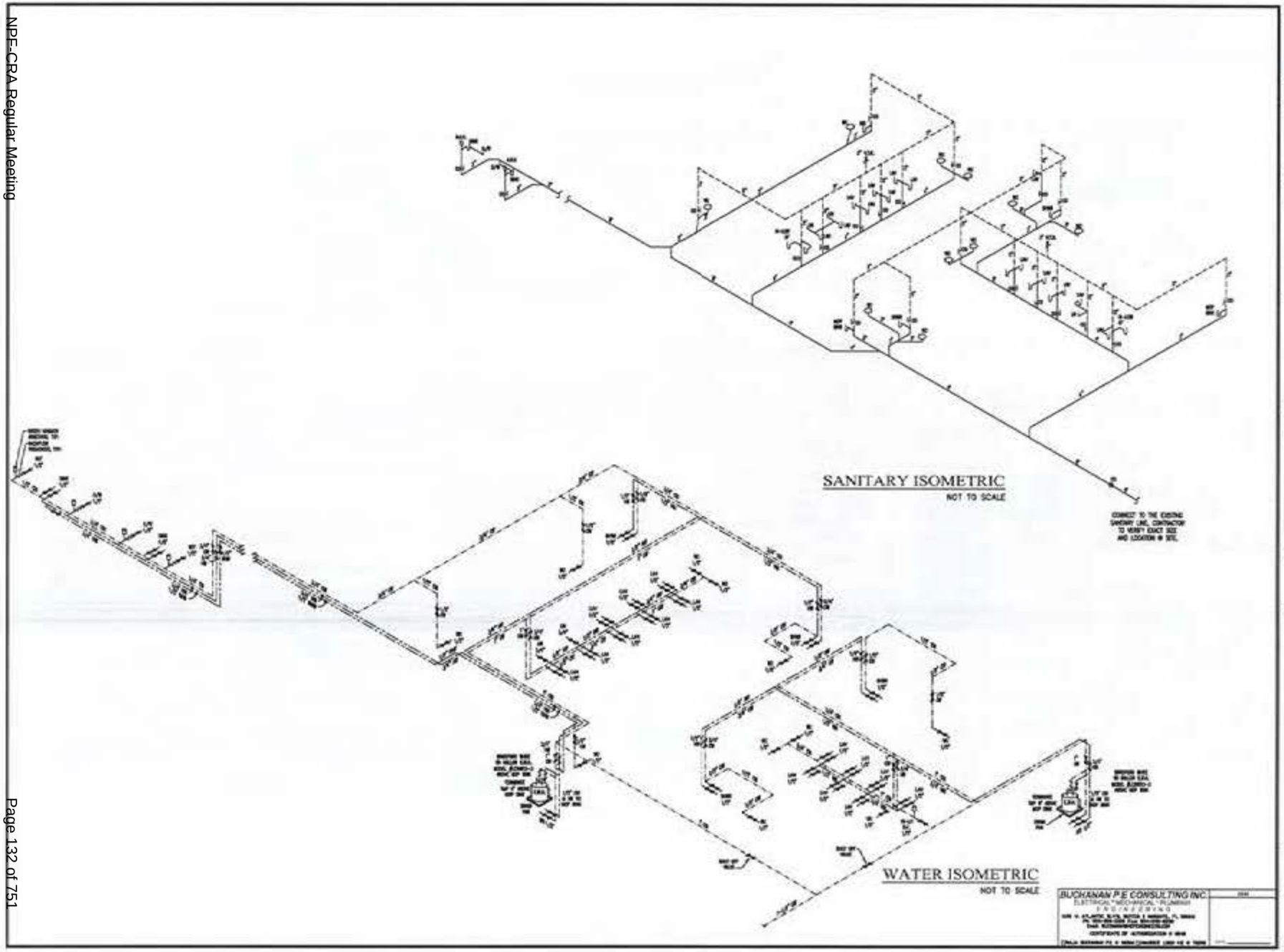
BoA ARCHITECTURE

TENANT IMPROVEMENTS FOR:

shipmonk

PHASE II

P-1



BpA ARCHITECTURE

TENANT IMPROVEMENTS FOR:

shipmonk

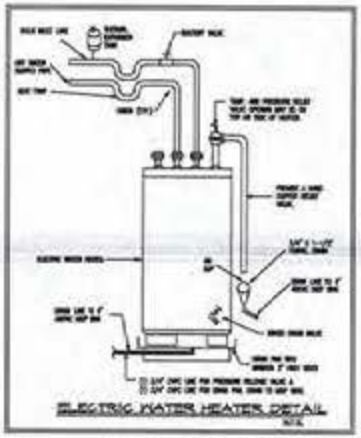
PHASE II

P-2

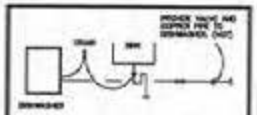
GENERAL PLUMBING NOTES

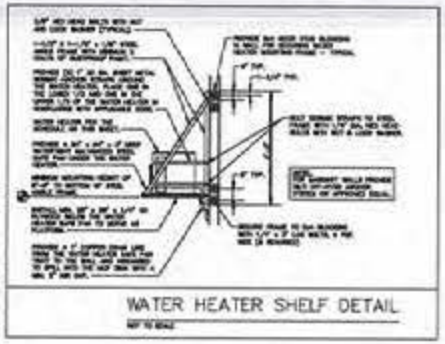
FBC 2017 PLUMBING TABLE 604.4
MAXIMUM FLOW RATES AND CONSUMPTION FOR PLUMBING FIXTURES AND FIXTURE FITTINGS

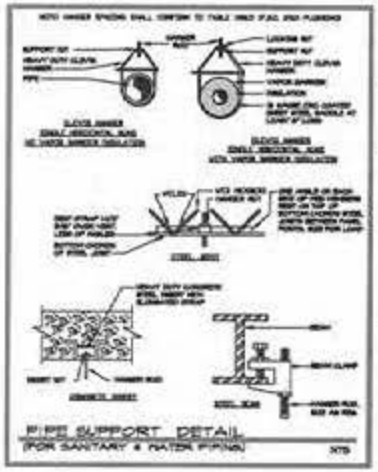
PLUMBING FIXTURE OR FIXTURE FITTING	MAXIMUM FLOW RATE OR QUANTITY
LAVATORY, PUBLIC	0.5 GPM AT 60 PSI
SINK FAUCET	2.2 GPM AT 60 PSI
WATER CLOSET	1.28 GALLON PER FLUSHING CYCLE

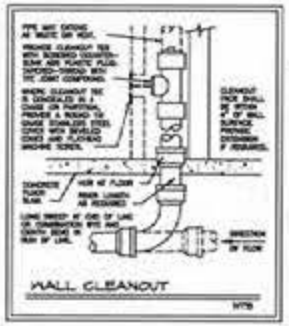


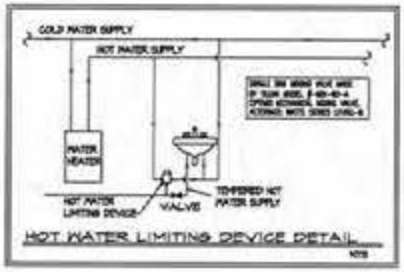
WATER HEATER NOTES:

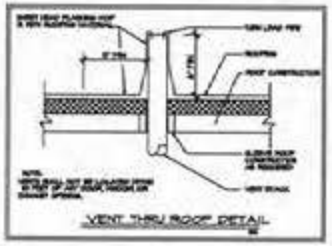


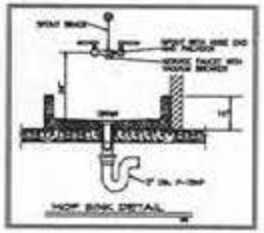












PLUMBING NOTES & DETAILS

NOT TO SCALE

BUCHANAN P.E CONSULTING INC
ELECTRICAL *MECHANICAL *PLUMBING
ENGINEERING

BPA ARCHITECTURE

TENANT IMPROVEMENTS FOR:

shipmonk

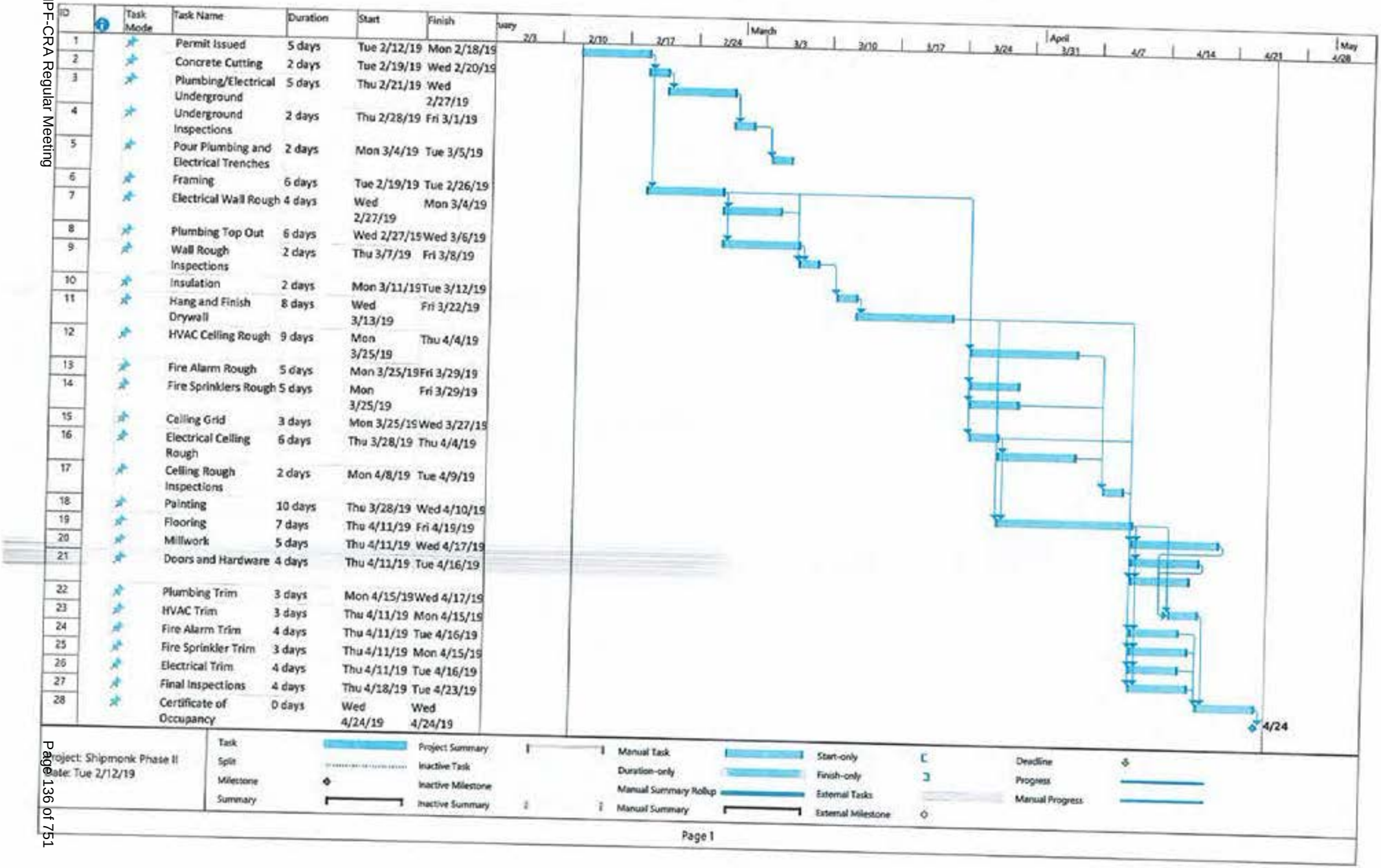
PHASE II

P-3

Page 4 #15 – Street Map



ID	Task Mode	Task Name	Duration	Start	Finish
1		Permit Issued	5 days	Tue 2/12/19	Mon 2/18/19
2		Concrete Cutting	2 days	Tue 2/19/19	Wed 2/20/19
3		Plumbing/Electrical Underground	5 days	Thu 2/21/19	Wed 2/27/19
4		Underground Inspections	2 days	Thu 2/28/19	Fri 3/1/19
5		Pour Plumbing and Electrical Trenches	2 days	Mon 3/4/19	Tue 3/5/19
6		Framing	6 days	Tue 2/19/19	Tue 2/26/19
7		Electrical Wall Rough	4 days	Wed 2/27/19	Mon 3/4/19
8		Plumbing Top Out	6 days	Wed 2/27/19	Wed 3/6/19
9		Wall Rough Inspections	2 days	Thu 3/7/19	Fri 3/8/19
10		Insulation	2 days	Mon 3/11/19	Tue 3/12/19
11		Hang and Finish Drywall	8 days	Wed 3/13/19	Fri 3/22/19
12		HVAC Ceiling Rough	9 days	Mon 3/25/19	Thu 4/4/19
13		Fire Alarm Rough	5 days	Mon 3/25/19	Fri 3/29/19
14		Fire Sprinklers Rough	5 days	Mon 3/25/19	Fri 3/29/19
15		Ceiling Grid	3 days	Mon 3/25/19	Wed 3/27/19
16		Electrical Ceiling Rough	6 days	Thu 3/28/19	Thu 4/4/19
17		Ceiling Rough Inspections	2 days	Mon 4/8/19	Tue 4/9/19
18		Painting	10 days	Thu 3/28/19	Wed 4/10/19
19		Flooring	7 days	Thu 4/11/19	Fri 4/19/19
20		Millwork	5 days	Thu 4/11/19	Wed 4/17/19
21		Doors and Hardware	4 days	Thu 4/11/19	Tue 4/16/19
22		Plumbing Trim	3 days	Mon 4/15/19	Wed 4/17/19
23		HVAC Trim	3 days	Thu 4/11/19	Mon 4/15/19
24		Fire Alarm Trim	4 days	Thu 4/11/19	Tue 4/16/19
25		Fire Sprinkler Trim	3 days	Thu 4/11/19	Mon 4/15/19
26		Electrical Trim	4 days	Thu 4/11/19	Tue 4/16/19
27		Final Inspections	4 days	Thu 4/18/19	Tue 4/23/19
28		Certificate of Occupancy	0 days	Wed 4/24/19	Wed 4/24/19



Project: Shipmonk Phase II
Date: Tue 2/12/19

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

Page 1

1. **Please describe your project.**

As a rapidly scaling business, ShipMonk is moving from its Deerfield Beach warehouse to a much larger facility in Fort Lauderdale that is in an economically distressed area of the city. The additional space will allow the company to grow its operations and workforce substantially, and ShipMonk remains focused on hiring individuals from the local community. When considering where to relocate, ShipMonk's commitment to Fort Lauderdale remained core to its search for new real estate, as the company wanted to ensure it could contribute to the city's development. ShipMonk looks forward to offering quality employment opportunities to members of its new neighboring low-income community.

2. **What is the address, folio number and legal description of the property?**

Physical Address: 201 NW 22 AVENUE FORT LAUDERDALE, 33312

Property Id: 504205500013

Abbr. Legal Des.: RIVERBEND CORPORATE PARK 175-95 B PORTION OF PARCEL A DESC AS: BEGAT NW COR PAR A, E ON N/L 1050, N 238 M/L TO S MHWL OF N FORK OF NEW RIVER, MEANDER SLY ALG MHWL 277 M/L TO NLY E/L OF PAR A, S 225 M/L, W 160.30, S 405, W 820.82 TO W/L PAR A, N 220, NWLY 485.89 TO POB

3. **What is the property control number?**

Property Id: 504205500013

4. **What is the existing and proposed use of the property? Please note that certain uses are not eligible for CRA assistance. This includes convenience stores, pawn shops, check cashing stores, tattoo parlors, massage parlors, liquor stores and other uses as may be determined by the CRA that are inconsistent with the CRA Community Redevelopment Plan. Please note that there will be restrictive covenants placed on the property for minimum of 5 years restricting use of the property to only those uses for which CRA funding was provided.**

The existing property is an empty warehouse. ShipMonk is moving into the space, as the company outgrew its smaller, Deerfield Beach warehouse. ShipMonk provides multi-channel order fulfillment

services and inventory management software to small and midsized (SMB) e-commerce companies. ShipMonk enables SMBs to focus on building their brands and achieving growth rather than managing backend logistics. ShipMonk saves e-commerce companies money while providing a scalable supply chain solution at service levels that are difficult to achieve on their own. ShipMonk employs about 200 individuals now and will substantially increase its hiring once in this new, larger facility. The new warehouse will allow the company to grow its customer base and continue to build the business.

5. **Are the proposed improvements to the property being made on behalf of a proposed tenant for the property? If so, please provide a copy of the lease agreement.**

Lease agreement attached.

6. **What is the zoning of the property?**

Zoning is B-1.

7. **Are you the property owner? Please provide a copy of the deed of the property. You must be the owner of the property to apply.**

See attached document labeled "Page 8_ Supplemental Information #6 Deed of the Property."

8. **Is your project new construction or is it renovation?**

The project is a renovation of a currently standing building.

9. **What is the total capital investment of your project and what is your hard construction and soft cost? (While property acquisition cost is not an eligible CRA expense, it may be included in your total capital investment).**

Total capital investment is roughly $1.75 million with a soft cost of $150k.

10. **What is the current Broward County Assessed Value of the property?**

$22,950,820

11. **Is there a mortgage on the property? Please provide OR Book and Page. Please note that CRA funding is in the form of a 0% interest forgivable loan, forgiven after 5 year of project completion secured by a first mortgage or subordinate mortgage on the property. Projects receiving over $225,000 in CRA assistance will be secured by a forgivable loan forgiven after 7 years to 10 years depending on the level of CRA funding. Other forms of security in lieu of a forgivable mortgage will be considered on a case by case basis.**

Inst # 114603658

12. **Are there any other liens or pending liens on the property? Please provide OR Book and Page.**

Yes, but will be removed in about 2 weeks.

13. **Are there any code violations on the property? Identify.**

No.

14. **Is the property listed "For Sale." Please note that properties listed for sale may not apply for CRA program funding.**

No, the property is not listed "For Sale."

15. **How many new permanent jobs will be created by the project? Please describe the jobs to be created and projected salaries.**

See attached chart for job creation information, labeled "Page 11_Jobs to be Created."

16. **What is the estimated construction commencement date of the project? Please note that no work is to commence on the project unless a Program Agreement is approved and fully executed between the CRA and the property owner and that work must commence within 90 days of CRA funding approval.**

Estimated construction commencement date of the project is Mid-March 2019.

17. **What is the estimated completion date of the project? Please note that all approved projects must be completed within a maximum of three (3) years.**

The estimated completion date of the project is late April/Early May 2019.

18. **Please provide proof of your matching funds (i.e. bank statement, line of credit, etc.) and identify other proposed forms of financing for your project.**

ShipMonk raised a Series A financing in October 2019 that provided the business with ample funds to finance construction and rehabilitation projects in the new warehouse. See press release about the financing here.

19. **Do you have general liability and fire and casualty insurance on the property? You will be required to demonstrate proof of insurance and may include bonding requirements as required by the City/CRA prior to commencement of work. The cost of insurance may be included as part of your total project cost funded by the program.**

Yes, we have general liability and fire and casualty insurance on the property.

20. **Have your previously received funding from the CRA? Explain.**

No, this is ShipMonk's first applying for CRA funding. Jan Bednar, CEO of ShipMonk, first spoke with Clarence Woods with the Fort Lauderdale CRA, Mike Chen with the City of Fort Lauderdale, Jack Bennings with CareerSource Broward and Todd Holt with the Greater Fort Lauderdale alliance back in October 2018 after Jan was approached about the opportunity to apply for grant funding through the CRA based on ShipMonk's quality job creation in a low-income part of the city. The company is now applying for funding as it has firmed up its plans to relocate to a new, larger facility in Fort Lauderdale.

If you are applying for funding from the Commercial Façade Improvement Program, Property & Business Improvement Program and/or Streetscape Enhancement Program, please also complete the following:

21. **Do you have a detailed scope of work? If so, please include for CRA review and approval.**

Please see attached documents relating to Page 4 #14 of the CRA Business Incentive application.

22. **Do you have completed architectural drawings for the scope of work to be performed? Please include along with architectural illustration(s) of the proposed work, material specifications, color selections, etc. Please note that architectural cost may be included as part of your total project cost.**

Please see attached documents relating to Page 4 #14 of the CRA Business Incentive application.

23. **Have your project plans been submitted for City Development Review and/or permitting and if so, what are the status of the plans and the plan review number? All work must be permitted and approved by the Building Official.**

The permit numbers for the project are as follows:
- Phase I Permit Number: 18111828
- Phase II Permit Number: 19011022
- Racking Permit Number: 19011019

24. **Do you have detailed, written contractor cost estimates? If so, please provide.**

Please see attached documents relating to Page 4 #14 of the CRA Business Incentive application, as well as the attached document labeled "Page 8_Supplemental Information Project Pricing Chart."

25. **Have you selected a contractor from the attached City/CRA Approved Contractor List? Please note if your contractor is not on the City/CRA approved list, it may be possible to have your contractor become an approved CRA Contractor. He/She will need to complete the attached Contractor Application for consideration.**

LAGGINI ENTERPRISES INC - Certified Electrical Contractor.
- Note that others may also qualify, but we were unable to find the "attached City/CRA Approved Contractor List" so had trouble double checking this information. This is something that we can follow up on once we are able to access that list.

26. **If you are applying for the Facade Program or Property and Business Investment Program, and if you are not using a City /CRA Approved Contractor, you must secure two detailed licensed and insured contractor cost estimates and CRA funding is limited to 60% of the lowest cost estimate not to exceed $50,000 which can only be funded on a reimbursement basis, rather than a direct payment to the contractor. In addition, all projects over $50,000 may be assigned a CRA Construction Review Specialist who will determine the scope of work to be funded and will secure contractor pricing for the project, manage funding request and provide general project oversight.**

See attached document labeled for this question, #26.

27. For Streetscape Enhancement Program projects, see additional requirements for projects in excess of $300,000 as required by Florida Statute 255.20.

N/A.

Instr# 115644073 , Page 1 of 9, Recorded 02/28/2019 at 01:10 PM
Broward County Commission
Deed Doc Stamps: $266000.00

Prepared By and Return To:

Akerman LLP
350 East Las Olas Boulevard, Suite 1600
Fort Lauderdale, Florida 33301
Attn: Andrew J. Wamsley

Folio No. 5140 28 11 0010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed as of February 26, 2019, by **SHERM REALTY CORPORATION**, a Delaware corporation, whose post office address is 2400 N. Commerce Parkway, Suite 400, Weston, Florida 33126 (the "**Grantor**") to Bridge Point Miramar, LLC, a Delaware limited liability company, whose post office address is c/o Bridge Development Partners, LLC, 350 West Hubbard Street, Suite 430, Chicago, Illinois 60654 ("**Grantee**").

GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee and Grantee's successors and assigns forever, the following described property (the "**Property**"):

See Exhibit "A" attached to and incorporated in this instrument.

TOGETHER with all of the easements, tenements, hereditaments and appurtenances thereto, and all improvements located on the Property, if any.

TO HAVE AND TO HOLD, the same in fee simple forever, subject to:

1. Existing zoning ordinances and other restrictions as may be imposed by applicable governmental authority, none of which shall be deemed to be reimposed by this instrument.

2. Taxes for the year 2019 and subsequent years, which are not yet due and payable.

3. Easements and other matters of record reflected on the attached Exhibit B, none of which shall be deemed to be reimposed by this instrument.

Subject to the matters described above, Grantor specially warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever claiming by,

through or under Grantor, but against none other, subject to all matters of public record, matters created by, or with the written consent of Grantee, rights of parties in possession under leases previously disclosed to Grantee, and such state of facts as would be disclosed by a current accurate survey of the Property.

(signatures on next page)

#8449409 v2 \026469 \0002

GRANTOR has caused this instrument to be duly executed as of the day and year first written above.

Signed, Sealed and Delivered

Print Name of Witness Below:
Janice Maghakian

Print Name of Witness Below
Jonathan Grauman

SHERM REALTY CORPORATION,
a Delaware corporation

By:
Name: Alex Glasenberg
Title: Chief Financial Officer

PROVINCE OF ONTARIO)
)
)
TO WIT:)

I, Elena Priara a Notary Public in and for the Province of Ontario, by royal authority duly appointed, residing in the City of Toronto, in the said Province of Ontario, **DO HEREBY CERTIFY** that the foregoing instrument was acknowledged before me this 15 day of February, 2019, by Alex Glasenberg, as Chief Financial Officer of SHERM REALTY CORPORATION, a Delaware corporation, for and on behalf of the company. He is personally known to me.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my seal of office at the City of Toronto, the 15 day of February, 2019.

A Notary Public in and for the
Province of Ontario

ELENA PRIARO, Notary Public, City of Toronto,
limited to the attestations of instruments and
the taking of affidavits for Apotex Inc. and
its associated companies.
EXPIRES: October 25, 2020

#8449409 v2 \026469 \0002

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

The Land referred to herein below is situated in the County of Broward, State of Florida, and is described as follows:

MIRAMAR CENTRE BUSINESS PARK BUILDING B

A PORTION OF PARCEL "A" AND A PORTION OF LAKE TRACT L-1, COUNTRY LAKES NORTHWEST QUADRANT PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 163, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 89°30'11" WEST, ON THE NORTH LINE OF SAID PARCEL "A", A DISTANCE OF 782.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°30'11" WEST, ON SAID NORTH LINE, A DISTANCE OF 1120.38 FEET; THENCE SOUTH 00°29'49" EAST, A DISTANCE OF 1002.45 FEET; THENCE NORTH 89°30'12" EAST, A DISTANCE OF 2.03 FEET; THENCE SOUTH 85°00'00" EAST, A DISTANCE OF 266.47 FEET TO A POINT OF CUSP; THENCE WESTERLY THROUGH NORTHERLY ON A CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS NORTH 05°00'00" EAST, WITH A RADIUS OF 50.00 FEET A CENTRAL ANGLE OF 84°30'12", AN ARC DISTANCE OF 73.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°29'48" WEST, A DISTANCE OF 210.96 FEET TO A POINT OF CURVE; THENCE NORTHERLY THROUGH EASTERLY ON SAID CURVE TO THE RIGHT, WITH A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 78.54 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°30'12" EAST, A DISTANCE OF 614.23 FEET TO A POINT OF CURVE; THENCE EASTERLY ON SAID CURVE TO THE RIGHT, WITH A RADIUS OF 255.00 FEET, A CENTRAL ANGLE OF 34°38'41", AN ARC DISTANCE OF 154.19 FEET TO A POINT OF TANGENCY; THENCE SOUTH 55°51'07" EAST, A DISTANCE OF 108.38 FEET; THENCE NORTH 00°30'00" WEST, A DISTANCE OF 824.07 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE, LYING AND BEING IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

LESS AND EXCEPT SO MUCH OF THE ABOVE DESCRIBED LAND THAT WAS CONVEYED BY COUNTRY LAKES, L.P., A VIRGINIA LIMITED PARTNERSHIP TO MIRAMAR CENTRE ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION PURSUANT TO THAT CERTAIN QUIT-CLAIM DEED DATED MAY 15, 2000 AND RECORDED JUNE 27, 2000 IN OR BOOK 30622, PAGE 1261, OFFICIAL RECORDS BROWARD COUNTY, FLORIDA.

TOGETHER WITH: THE EASEMENT RIGHTS ACCRUING UNDER THE FOLLOWING DOCUMENTS:

(1) DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR HUNTINGON PERMITS AND WATER MANAGEMENT SYSTEM, RECORDED IN OFFICIAL RECORDS BOOK 18754, PAGE 732, AS AFFECTED BY OFFICIAL RECORDS BOOK 18794, PAGE 45; OFFICIAL RECORDS BOOK 19438, PAGE 917; OFFICIAL RECORDS BOOK 20034, PAGE 239 AND OFFICIAL RECORDS BOOK 21491, PAGE 692.

(2) DECLARATION OF COVENANTS AND RESTRICTIONS OF MIRAMAR CENTRE RECORDED IN OFFICIAL RECORDS BOOK 30622, PAGE 1196, AS AFFECTED BY OFFICIAL RECORDS BOOK 30622, PAGE 1258; AND BY OFFICIAL RECORDS BOOK 35843, PAGE 527.

(3) DECLARATION OF EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 30844, PAGE 464, AS AFFECTED BY OFFICIAL RECORDS BOOK 34063, PAGE 1550 AND OFFICIAL RECORDS BOOK 35292, PAGE 1771.

(4) DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, EASEMENTS, CHARGES AND LIENS FOR MIRAMAR

CENTRE BUSINESS PARK, WHICH CONTAINS PROVISIONS FOR A PRIVATE CHARGE OR ASSESSMENTS, AND PROVIDES FOR A RIGHT OF FIRST REFUSAL OR THE PRIOR APPROVAL OF A FUTURE PURCHASER OR OCCUPANT, RECORDED IN OFFICIAL RECORDS BOOK 35847, PAGE 596, AS AFFECTED BY OFFICIAL RECORDS BOOK 46612, PAGE 237.

(5) RECIPROCAL EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 34063, PAGE 1586.

#8449409 v2 \026469 \0002

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.

2. Provisions of the Plat of Country Lakes Northwest Quadrant Plat, recorded in Plat Book 163, Page 16 as affected by Official Records Book 31325, Page 802; Official Records Book 40478, Page 1466; Official Records Book 46553, Page 1331; and Official Records Book 46748, Page 1247.

3. Reservations contained in Board of Commissioners of Everglades Drainage District recorded in Deed Book 466, Page 192, as affected by Official Records Book 30450, Page 633 and Official Records Book 31185, Page 683.

4. The terms, provisions and conditions contained in that certain Ordinance No. 88-13 recorded in Official Records Book 15333, Page 888.

5. The terms, provisions and conditions contained in that certain Ordinance No. 89-14 recorded in Official Records Book 16143, Page 128.

6. The terms, provisions and conditions contained in that certain School Agreement recorded in Official Records Book 17718, Page 662, re-recorded in Official Records Book 17761, Page 639, as affected by Official Records Book 18130, Page 833.

7. Declaration of Covenants, Restrictions and Easements for Huntington Permits and Water Management System, recorded in Official Records Book 18754, Page 732, as affected by Official Records Book 18794, Page 45; Official Records Book 19438, Page 917; Official Records Book 20034, Page 239 and Official Records Book 21491, Page 692, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

8. The terms, provisions and conditions contained in that certain Sewer Agreement recorded in Official Records Book 21578, Page 668.

9. The terms, provisions and conditions contained in that certain General Notice of Lien for Water Treatment Plant Assessments recorded in Official Records Book 21655, Page 102.

10. The terms, provisions and conditions contained in that certain General Notice of Lien for Wastewater Treatment Plant Assessments recorded in Official Records Book 23012, Page 152.

11. The terms, provisions and conditions contained in that certain General Notice of Lien for Utility Improvement Assessments recorded in Official Records Book 23018, Page 601.

12. The terms, provisions and conditions contained in that certain Ordinance No. 96-32 recorded in Official Records Book 25086, Page 444.

13. The terms, provisions and conditions contained in that certain Water and Sanitary Sewage Agreement for Country Lakes Northwest recorded in Official Records Book 25153, Page 524.

14. The terms, provisions and conditions contained in that certain Resolution No. 96-191 recorded in Official Records Book 25179, Page 671.

15. The terms, provisions and conditions contained in that certain Ordinance No. 97-4 recorded in Official Records Book 25605, Page 828.

16. The terms, provisions and conditions contained in that certain Ordinance No. 1997-06 recorded in Official Records Book 26092, Page 820.

17. The terms, provisions and conditions contained in that certain Notice of Adoption of an Amended Development Order for the Country Lakes West Development of Regional Impact recorded in Official Records Book 26568, Page 807.

18. The terms, provisions and conditions contained in that certain Agreement recorded in Official Records Book 26645, Page 676, as affected by Official Records Book 30875, Page 328.

19. The terms, provisions and conditions contained in that certain Resolution No. 97-14 recorded in Official Records Book 26800, Page 157.

20. The terms, provisions and conditions contained in that certain Resolution No. 97-21 recorded in Official Records Book 27356, Page 777.

21. The terms, provisions and conditions contained in that certain Resolution No. 98-1 recorded in Official Records Book 27808, Page 939.

22. The terms, provisions and conditions contained in that certain Ordinance No. 98-18 recorded in Official Records Book 27864, Page 882, as affected by Official Records Book 34633, Page 1566 and Official Records Book 34682, Page 1781.

23. The terms, provisions and conditions contained in that certain Notice of Adoption of an Amendment to the Development Order for the Country Lakes West Development of Regional Impact recorded in Official Records Book 28059, Page 711.

24. The terms, provisions and conditions contained in that certain Final Judgment recorded in Official Records Book 28088, Page 288, re-recorded in Official Records Book 28111, Page 302.

25. The terms, provisions and conditions contained in that certain Resolution No. 98-2 recorded in Official Records Book 28088, Page 327.

26. The terms, provisions and conditions contained in that certain Resolution No. 98-3 recorded in Official Records Book 28088, Page 357.

27. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 28367, Page 20.

28. Lake Maintenance Easement No. 3 (Country Lakes Northwest Quadrant) recorded in as affected by Official Records Book 30450, Page 27.

29. Drainage Easement No. 11 (Spine Road) (Country Lakes Northwest Quadrant) recorded in Official Records Book 29817, Page 952.

30. Boat Ramp Easement No. 1 (Country Lakes Northwest Quadrant) recorded in Official Records Book 29817, Page 955.

31. Ingress/Egress Easement No. 1 (Country Lakes Quadrant) recorded in Official Records Book 29817, Page 957.

32. Lake Maintenance Easement No. 3R (Country Lakes Northwest Quadrant) recorded in Official Records Book 30450, Page 32.

33. The terms, provisions and conditions contained in that certain Agreement (Country Lakes West - Miramar Centre) recorded in Official Records Book 30598, Page 393.

34. Declaration of Covenants and Restrictions of Miramar Centre recorded in Official Records Book 30622, Page 1196, as affected by Official Records Book 30622, Page 1258; and by Official Records Book 35843, Page 527, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

35. Easement recorded in Official Records Book 30622, Page 1071.

36. Declaration of Easements recorded in Official Records Book 30844, Page 464, as affected by Official Records Book 34063, Page 1550 and Official Records Book 35292, Page 1771.

37. The terms, provisions and conditions contained in that certain Agreement recorded in Official Records Book 31331, Page 1508.

38. Drainage Easement No. 11R-4 (Country Lakes Northwest Quadrant) recorded in Book 31709, Page 1199.

39. The terms, provisions, and conditions contained in that certain Reciprocal Easement Agreement, recorded in Official Records Book 34063, Page 1586.

40. Drainage Easement #11A (SW 29th Street) (Country Lakes Northwest Quadrant) recorded in Official Records Book 34284, Page 1543.

42. The terms, provisions and conditions contained in that certain Assignment of "Trips" recorded in Official Records Book 34788, Page 820.

43. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Miramar Centre Business Park, which contains provisions for a private charge or assessments, and provides for a right of first refusal or the prior approval of a future purchaser or occupant, recorded in Official Records Book 35847, Page 596, as affected by Official Records Book 46612, Page 237, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

44. Declaration of Restrictive Covenant recorded in Official Records Book 36670, Page 1765, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

45. Easement granted to Florida Power & Light Company by Agent of Record for Notice of Expiration of Findings of Adequacy recorded in Official Records Book 40478, Page 1477.

46. Drainage/Flowage/Storage Easement Retention Areas Miramar Centre Business Park Parcels J & H recorded in Official Records Book 41547, Page 1254, as affected by Official Records Book 50684, Page 924.

47. Drainage Easement No. 1 & 2 Miramar Centre Business Park Parcels J & H recorded in Official Records Book 41547, Page 1260.

48. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 44124, Page 876.

49. The terms, provisions and conditions contained in that certain Environmental Resource Permit Notice recorded in Official Records Book 44403, Page 917.

50. Easement recorded in Official Records Book 45769, Page 1013.

52. The terms, provisions and conditions contained in that certain Service Agreement for Water and Sanitary Sewage Facilities recorded in Official Records Book 48338, Page 508.

53. The terms, provisions and conditions contained in that certain recorded in Service Agreement for Water and Sanitary Sewage Facilities Book 49672, Page 1712.

54. Drainage Easement from Miramar Centre B, LLC, a Delaware limited liability company, to South Broward Drainage District, filed June 18, 2013, recorded in Official Records Book 49902, Page 1199.

55. Underground Easement granted to Florida Power & Light Company recorded in Official Records Book 50152, Page 219.

56. Drainage Easement granted to South Broward Drainage District recorded in Official Records Book 50545, Page 1018.

57. Maintenance and Indemnification Agreement between South Broward Drainage District and Miramar Centre B LLC, a Delaware limited liability company, recorded in Official Records Book 50615, Page 1060.

58. Easement granted to the City of Miramar recorded in Official Records Book 50809, Page 997; as affected by Absolute Bill of Sale recorded in Official Records Book 50809, Page 1006.

59. For Information Only: Notice of Non-Responsibility Pursuant to Section 713.10(2), Florida Statutes recorded as Instrument No. 114260209, Public Records of Broward County, Florida.

60. Easement (Business) in favor of Florida Power & Light Company recorded as Instrument No. 114870639.

61. Terms and conditions of the Non-Exclusive Access Easement Agreement between (i) Miramar Centre Association, Inc., a Florida non-profit corporation; (ii) Sherm Realty Corporation, a Delaware corporation; (iii) Industrial North American Properties XV, LLC, a Delaware limited liability company; (iv) Industrial North American Properties II, LLC, a Delaware limited liability company and City of Miramar, a Florida municipal corporation recorded in Instrument No. 115552900.

Note: All of the recording information contained herein refers to the Public Records of Broward County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Records Books of said county, unless indicated to the contrary.

Palmetto Plumbing Co.

2655 W. 78th Street
Hialeah, Florida 33016
Tel: (305) 821-3561
Fax: (305) 825-3521

January 21, 2019/Revised

Butters Construction
Job Location:
Shipmonk @ Riverbend

O.K.

For the sum of $75,900.00 we will agree to furnish and install the following plumbing as plans P1 thru P3 dated 12/04/18 and code. All fixtures to be submitted for office bathroom and warehouse bathroom as per spec outline.

All sanitary to be PVC tied onto the existing as shown.
All water pipe to be type L copper tied onto existing as shown.
Will excavate and backfill to cover the tops of our pipes with fill provided by others. No backfilling, removal of excess fill or compacting to grade.
Will furnish and install two 65-gallon hot water heater as submitted
Will insulate piping as required by code only
Will run condensate piping for 1 RTU and run to the existing roof drain on the roof. All final connections to ac units will be by others.
All fixtures in office bathroom will be Kohler black as submitted.
Fixture allowance for both bathrooms is **$14,000.00**. If alternate fixtures are requested after submittal it will be an extra to furnish.
All counter top lavs will be furnished by others. Will supply faucet only at these locations.

Exclusions

Permit fees
Fireproofing
Backing of fixtures
Roof drains
Disinfecting or Sterilization of water
Pipe ID or valve tagging
Overtime
Water meter
Patching of concrete
Heater stands
Drywells
Presloping of shower bases
Final connection to refrigerators
Floor sawing or removal of concrete

COST CODE: 15.400
DESCRIPTION: PLUMBING
AUTHORIZED BY:
1.28.19

Any plumbing not mentioned above will be an extra to the contract.

COST CODE: 15.500

DESCRIPTION: H.V.A.C.

AUTHORIZED BY:

PHOENIX AIR CONDITIONING, INC.

DATE OF BID: 15-Jan-18

CONTRACTOR: Bitters Construction & Development

PROJECT: Shipmonk Phase II

		INCL.	EXCL.	N/A
A/C EQUIPMENT	(1) Carrier 50HCD14-6	x		
CONTROLS	(1) programmable t'stat	x		
FIRE DAMPERS				x
DUCT DETECTORS	Install only	x		
PIPING:				
REFRIGERANT				x
CHILLED WATER				x
CONDENSOR WATER				x
CONDENSATE	By others		x	
DUCTWORK:				
SHEETMETAL	Exhaust only	x		
FIBERGLASS	1 1/2" R-6.0	x		
AIR DISTRIBUTION	(39) Diffusers as shown	x		
HOISTING		x		
INSULATION				
DUCT				x
PIPE				x
FRAMES	(2) 4" x 4" x 1/4" welded angle iron	x		
EXHAUST FANS	(1) 1,300cfm roof mounted fan	x		
LOUVERS				x
TEST & BALANCE	Comfort balance with report	x		
PERMIT			x	

TOTAL PRICE: $34,500.00 ✓ O.K.

COMMENTS:
No power or control wiring

1.28.19

Submitted by: Chris Donofrio, Vice President

3026 S.W. 42 Street, Bay 4 Ft. Lauderdale, Florida 33312 (954) 581-1927 Fax (954) 581-0919

2195 N. Andrews Ave. Suite 14
Pompano Beach, FL 33069
Email: info@meiralarms.com
Email: jorge@meiralarms.com
Site: www.meiralarms.com

Meir Alarms, Inc
&
Fire Protection

Tel: 954.971.2110
Fax: 954.979.2685
Spr: 786-356-9851
License: EF0001082
FPC 18 - 000084

Underwriters fire alarms Sprinklers security cameras access automation NFPA

To Butters Construction Inc
Attn. Steve Kenneth
6820 Lyons Technology Circle, Suite 100
Coconut Creek, FL 33073
Tel# (954) 312-2413 Fax # (954) 570-8844

SHIPMONK TI
PHASE II
201 NW 22ND AVE
FT. Lauderdale, FL 33311

GENERAL: This proposal is based upon the fire sprinkler system layout as designed by **Meir Alarms, Inc and Fire Protection**. The layouts are to be designed to meet the requirements of N.F.P.A. and local codes.

Buyer and/or his tenant should consult his engineer and insurance underwriter to determine the sufficiency of this proposed layout.

This proposal is based upon the building being constructed in accordance with value engineered plans to be prepared by **BPA ARCHITECTURE**.. The bid set of plans M1 dated 12/04/18, as prepared by y **BPA ARCHITECTURE**. will be used solely for reference specifications and general notes are specifically excluded.

TYPE OF SYSTEM: Office Seller proposes to install an Sub-system protecting 6,960 Sq Ft. of office The occupancy of the facility is understood to be Light Hazard in office areas, as defined by the NFPA13 latest edition.. **Also included is protections on demising wall .**

FIRE SPRINKLERS: Shell areas with exposed ceilings shall be protected with concealed finish. Mechanical rooms to be protected with standard ½" Brass Upright Sprinklers.

SYSTEM COMPONENTS: All piping, fittings, hangers, valves, devices, and associated system components shall be in conformance with requirements as set forth within the latest edition of N.F.P.A. #13 in strict accordance with building specifications

POINT OF SERVICE: Meir Alarms, Inc and Fire Protection will tie in 6" pipe at existing Main pipe

CITY WATER TAP CONNECTION:
to be provided by others.

ALARM DEVICES: Seller shall provide and install necessary flow and tamper switches with wiring to be provided by others.

QUALITY CONTROL:
(Owner, general contractor, other) is advised that the Fire Sprinkler technology of today has enhanced our ability to provide a high tech product to you the (or to your) customer. These products are manufactured in such a way, if maintained improperly, they increase the level of responsibility, financial risk and exposure for you the (or your) customer. We provide this statement because must be exercised the maintenance of your Sprinkler Systems. Please review the material submittals and data sheets we have provided on these products and devices. During any routine maintenance, follow the manufacturer's care and maintenance instructions to prevent damage to the Fire Sprinklers and devices. **Meir Alarms, Inc and Fire Protection** does not assume any responsibility for the improper care and maintenance of your Fire Sprinklers and Systems.

SYSTEM COMPONENTS:
All piping, fittings, hangers, valves, devices and associated system components shall be in conformance with requirements as set forth within the latest edition of NFPA #13.

The availability and price of the worldwide steel and/or plastic market can be extremely volatile. This proposal has allowed for the escalation of materials over the next 30 days.

Should the demand for materials required for this project occur after the 30 day period, **Meir Alarms, Inc and Fire Protection** reserves the right to assess the cost at the time of fabrication, and add the cost differential to the above pricing.

TYPE OF PIPE USED: All Exterior exposé Sprinkler Piping shall be Black SCH 10 up to 2"inch Steel Type and Smaller than 2" (XL Pipe) in and all fitting used cast iron according with by NFPA13
All Pipe in concealed Space as inside of the apartment and corridor areas shall be sch 40Type for Fire sprinkler system with relate fitting.

HANGERS:
Necessary hangers in place to support sprinkler piping in accordance with N.F.P.A. #13, latest edition. **Meir Alarms, Inc and Fire Protection** shall not be required to furnish or install any material or device to improve the structural strength of the building to enable it to bear the load of the Fire Protection System. Powder driven studs are to be used.

ALARM DEVICES:
Subcontractor shall provide and install necessary Flow Switch and Tamper Switches.
wiring Connection to be provided by others. Monitoring of the Fire Protection System is not included within this, quotation.

WORKING CONDITIONS:
This quotation is based upon the installation being made from finished, poured concrete floors, during normal working hours and days. Coordination between the Fire Sprinkler Piping and the HVAC ductwork, plumbing, and electrical contractors is critical in order to fabricate the Fire Sprinkler Piping in a timely manner and meet the job schedule. The Contractor/or represent shall facilitate a coordination meeting between all Subcontractors. The contractor shall strictly enforce any agreements arising from such meeting. Any changes made after the meeting due to others not maintaining agreements made in this meeting shall be considered a change order. Owner to provide adequate space between the bottom of the structure and the proposed ceiling height for mechanical trades. Architect/engineer shall provide a copy of all drawings on disk, in AutoCAD format (if available), free of charge.

CLEAN UP
This scope of work includes the general cleanup of the debris created by the seller's own force. It is understood that the bid documents did not address any other type of cleaning arrangements for the job site. Subsequently, seller shall not participate in any cleaning arrangements derived after the bidding of this project.

TAXES:
This quotation includes the use occupational and sales taxes applicable.

INSPECTION SERVICE:
This quotation includes an inspection service for the above-described system(s) for the period of one year beginning on the date the equipment is left in service. Seller shall inspect and test the related equipment four (4) times during this period in accordance with the requirements of N.F.P.A. #25. The standard sprinkler service report form shall be followed in conjunction with the manufacturer's instructions. A report of the inspection, test results, services performed and desirable improvements shall be completed and sent to the owner or his designated representative.

REFERENCE STANDARDS:

N.F.P.A. #13	Sprinkler Systems
N.F.P.A. # 24	Private Fire Main
N.F.P.A. #101	Life Safety Code

WARRANTY:

Seller is to furnish all manufacturer's warranties and instructions, as-built drawings, certificate of final inspection, and a twelve (12) month warranty against defective equipment, materials or workmanship.
Warranty does not cover Microbiologically Influenced Corrosion should it occur at any time. Warranty is to start the date the system is left in service.

MICROBIOLOGICALLY INFLUENCED CORROSION:

Florida Administrative Rule Section 61G15-32 requires the engineer of record to make reasonable efforts to identify water supplies that could lead to Microbial Induced Corrosion (MIC) A.K.A Microbiologically Influenced Corrosion. According to the rule, such efforts may consist of discussions with the local water purveyor and/or fire official, familiarity with conditions in the local area, or laboratory testing of water supplies. The rule further requires that when conditions are found that may result in MIC contamination of the fire protection piping, the engineer shall design corrective measures.
Unfortunately, there is not reliable means for complying with this rule. Water supplies are in constant flux and various contaminants (microscopic or otherwise), which may lead to MIC and other types of internal corrosion, are always present in every water supply. ***Meir Alarms, Inc and Fire Protection*** as a general rule, remain alert to this potential hazard and hereby advise the client that MIC is an unexplainable phenomenon that may occur indiscriminately and there is not known reliable means for protecting against MIC.
Meir Alarms, Inc and Fire Protection does not warrant against the development of MIC under any circumstance; however, upon specific direction from the client to do so, we will perform whatever specific testing and investigation mutually agreed upon in writing. The cost of this testing and investigation will be done by the client. Upon completion of the research, the **Meir Alarms, Inc and Fire Protection** through its subsidiaries will offer suggestions that are thought to be prudent but do not guarantee against MIC or other types of corrosion

ITEMS NOT INCLUDED WITHIN THIS QUOTATION:

1. Permit fees or any fees.
2. Any electrical work
3. Adequacy of water supply.
4. Water for testing. It is assumed that the water supply will be connected and available to fill and drain the systems for testing as necessary.
5. All fireproofing, masonry work, carpentry work, ceiling work.
6. Painting or preparation for painting.
7. Patching or redecorating.
8. Alarm supervision, central station alarm service, and enunciator system.
9. Electrical wiring, electrical devices, electrical work of any nature.
10. All fire extinguishers and extinguisher cabinets.
11. Interior hose protection.
12. Lock up of 1000 square feet minimum for materials and equipment to be provided by General Contractor.
13. Drywall patching.
14. Any other wet or dry fire protection not specified within this proposal.
15. Protection of heads and the replacement of painted heads are the responsibility of others.
16. Fire Stopping Product.

LABOR:
All work shall be performed by skilled sprinkler fitters, without union affiliation, during normal working hours and days.
Seller proposes to furnish material and labor in accordance with the above specifications for the sum of
Eight Thousand Two Hundred Eighty Dollars ($8,280.00)

OK..

Payment to be made as follows: 30% before the job started for permit and some materials, after Monthly progress invoice upon completed to the final.
This Proposal is subject to the General Terms and Conditions as attached

1.28.19

By: _____ Date: January 14, 2019

Jorge Martinez/ Director

For: Meir Alarms Inc and Fire Protection

2195 N. Andrews Ave, Suite 14 Pompano Beach, Fl 33069

PLEASE NOTE: This proposal may be withdrawn by Seller, if not accepted within (30) days.

This Proposal is hereby accepted by Buyer. Buyer acknowledges that the specifications in this Proposal and the General Terms and Conditions attached hereto have been read, and that Buyer intends to be bound thereby, and that Buyer has retained a copy of this Proposal and the General Terms and Conditions.

Accepted this _____ day of _____, 20____.

BUYER:

By: _____

Accepted and Approved at _____ this _____ day of _____, 20____.

Meir Alarms Inc

By: _____

Jorge Martinez/ Director

COST CODE: 15.300
DESCRIPTION: FIRE SPRINKLERS
AUTHORIZED BY:

Description	Allocation	Cost	Classification
Loading Dock Equipment - Seven (7) Edge of Dock Levelers and Two (2) Pit Levelers (Pit Prep. & Steel Included)	ANDERSEN MATERIAL HANDLING	31,120.00	
Electrical and Lighting (Includes Installation of Tenant Provided Big Ass Fans)	LAGGINI ENTERPRISES	89,500.00	
Vinyl Coated Chainlink Fence Encl w/ Single Gate (10'-0" x 8'-0" x 8'-0" high w/ one single gate)	COMET FENCE	8,290.00	Fixture
New Cast in Place Concrete Stair and Landing	BUILDERS PLUS	3,700.00	
Concrete Fill of Pipe Bollards at Forklft Charging Area, Infill of Plumbing and Electrical Trenches	AMERICAN CUTTING	15,210.00	
Metals, Structural Steel- RTU Supports, Exterior Stair Railings, Bollards at Forklift Charging Area	D & D WWELDING	4,700.00	
Cabinetry & Millwork All tops to be Plastic Laminate.	CAYMAN MANUFACTURING	10,983.00	
Installation of all Doors, Frames and Hardware	R.L. HODGES CARPENTRY	3,000.00	
Glass & Glazing - Windows at height of future Phase-3 Second Floor, Pass-Thru Window	CAPITAL GLASS	3,180.00	
Drywall, Metal Framing and Insulation	PEGAZEX CONSTRUCTION	165,000.00	
Acoustical Ceiling System	ALL AMERICAN CEILING	5,725.00	
Furnish and Install Porcelain Tile and Subway Tile	WHOLESALE FLOORING	16,853.00	Fixture
Interior and Exterior Painting (Includes yellow floor striping at forklift charging area)	WARNER PAINTING	9,683.00	Rehab
Toilet Accessories and Partitions	ATLASS HARDWARE	26,265.00	Fixture
Fire Sprinkler System- Office Protection, ESFR Modifications	MEIR FIRE SPRINKLERS	8,280.00	Fixture
Plumbing	PALMETTO PLUMBING	75,900.00	Rehab
HVAC	PHOENIX A/C	36,700.00	Rehab
Electrical and Lighting (Includes Installation of Tenant Provided Big Ass Fans)	LAGGINI ENTERPRISES	40,000.00	Fixture
Fire Alarm Systems- All Necessarry Devices, Boxes and Conduit Per Code	MEIR ALARMS, INC.	27,400.00	
Overhead & Profit	GENERAL REQUIREMENTS	37,892.00	
	Total =	619,381.00	
	Total CRA Funds =	221,971.00	
	Rehabilitiation of building =	122,283.00	
	Purchase & installation of equipment & fixtures =	99,688.00	

INDUSTRIAL BUILDING LEASE

1. BASIC TERMS. This **Section 1** contains the Basic Terms of this Lease between Landlord and Tenant, named below. Other Sections of the Lease referred to in this **Section 1** explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

1.1. Date of Lease: 11/15, 2018 (the "Effective Date")

1.2. Landlord: **BRIDGE RIVERBEND, LLC**, a Florida limited liability company

1.3. Tenant: **SHIPMONK, INC.**, a Delaware corporation

1.4. Premises: Approximately 170,447 square feet in the building located at 2201 West Broward Boulevard, Fort Lauderdale, Florida (the "**Building**"), as depicted on the Site Plan attached as Exhibit A.

1.5. Property: The Building and the land on which the Building is situated.

1.6. Lease Term: The term ("**Term**") shall commence on the Effective Date (the "**Commencement Date**") and end on the last day of the ninety-second (92nd) month following the Rent Commencement Date (defined below) ("**Expiration Date**"). The "Rent Commencement Date" shall be May 1, 2019.

1.7. Permitted Uses: (See **Section 4.1**) Receiving, warehousing, distribution and administrative offices, and incidental uses in connection therewith.

1.8. Tenant's Guarantor: N/A

1.9. Brokers:

A. Tenant's Broker: CBRE, Inc.
B. Landlord's Broker: Colliers International

1.10. Security Deposit: (See **Section 4.4**): $153,402.00

1.11. Tenant's Proportionate Share: 76.91%, based upon building rentable area of 221,627 square feet.

1.12. Exhibits to Lease: The following exhibits are attached to and made a part of this Lease. Exhibits A, B, C and D.

2. LEASE OF PREMISES; RENT.

2.1. Lease of Premises for Lease Term. In consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby leases the Premises to Tenant, and Tenant hereby rents the Premises from Landlord, for the Term and subject to the conditions of this Lease.

2.2. Types of Rental Payments. From the Rent Commencement Date and throughout the remainder of the Term thereafter occurring, Tenant shall pay net base rent to Landlord in monthly installments, in advance, on the first day of each and every calendar month (the "**Base Rent**") in the amounts and for the periods set forth below:

Months	Monthly Installments (not incl. sales tax)
1-8*	$81,500.00*
9-12	$81,500.00
13-18	$115,761.92
19-30	$119,234.78
31-42	$122,811.82
43-54	$126,496.18
55-66	$130,291.06
67-78	$134,199.79
79-90	$138,225.79
91-92	$142,372.56

* Notwithstanding the foregoing, provided no default exists, Base Rent shall be abated for months 1 through 8, commencing on the Rent Commencement Date.

The monthly Base Rent for any partial month within the Term shall be prorated on a per diem basis based on the number of days in such month. Notwithstanding anything to the contrary contained herein, Tenant shall, concurrently with its execution and delivery of this Lease, pay to Landlord the Base Rent plus sales tax for the first month in which Base Rent is due.

Notwithstanding the aforesaid abatement of Base Rent, from and after the Rent Commencement Date, Tenant shall pay Tenant's Proportionate Share (as set forth in **Section 1.11**) of Operating Expenses (as hereinafter defined) and any other amounts owed by Tenant hereunder [collectively, **"Additional Rent"**]. In the event any monthly installment of Base Rent or Additional Rent, or both, is not paid when due, Tenant shall pay a late charge in an amount equal to 5% of the then delinquent installment of Base Rent and/or Additional Rent [the **"Late Charge"**; the Late Charge, Default Interest (as defined in **Section 22.3** below), Base Rent and Additional Rent shall collectively be referred to as "**Rent**"]. All Rent shall be paid by Tenant to Landlord at c/o BDP Services, LLC, 1000 West Irving Park Road, Suite 150, Itasca, Illinois 60143; (or such other entity designated as Landlord's management agent, if any, and if Landlord so appoints such a management agent, the "**Agent**"), or pursuant to such other directions as Landlord shall designate in this Lease or otherwise in writing.

2.3. Covenants Concerning Rental Payments. Tenant shall pay the Rent as an independent covenant under this Lease, promptly when due, without notice or demand, and without any abatement, deduction or setoff, except as may otherwise be expressly and specifically provided in this Lease. No payment by Tenant, or receipt or acceptance by Agent or Landlord, of a lesser amount than the correct Rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed an accord or satisfaction, and Agent or Landlord may accept such payment without prejudice to its right to recover the balance due or to pursue any other remedy available to Landlord. Tenant shall pay all sales and use taxes levied or assessed against all Rent payments due under this Lease simultaneously with each such Rent payment.

3. OPERATING EXPENSES.

3.1. Definitional Terms Relating to Additional Rent. For purposes of this Section and other relevant provisions of the Lease:

3.1.1. Operating Expenses. The term "**Operating Expenses**" shall mean all costs and expenses paid or incurred with respect to the ownership, repair, replacement, restoration, maintenance and operation of the Property, including, without limitation, the following: (i) services provided directly by employees of Landlord or Agent in connection with the operation, maintenance or rendition of other services to or for the Property; (ii) to the extent not separately metered, billed, or furnished, all charges for utilities and services furnished to either or both of the Property and the Premises (including, without limitation, the Common Areas [as hereinafter defined]), together with any taxes on such utilities; (iii) all premiums for property, workers' compensation, liability, boiler, flood and all other types of insurance provided by Landlord and relating to the Property, all third party administrative costs incurred in connection with the procurement and implementation of such insurance policies, and all deductibles paid by Landlord pursuant to insurance policies maintained by Landlord; (iv) the cost of all supplies, tools, materials and equipment utilized in the ownership and operation of the Property, and sales and other taxes thereon; (v) amounts charged (including, without limitation, those costs and expenses set forth in **Section 13.2(i)** below) by any or all of contractors, materialmen and suppliers for services, materials and supplies furnished to Landlord in connection with any or all of the operation, repair and maintenance of any part of the Property (together with a reasonable overhead and administrative fee to Landlord not to exceed 3% of the cost of such work), including, without limitation, the structural elements of the Property and the Common Areas; (vi) management fees to Landlord or Agent or other persons or management entities actually involved in the management and operation of the Property; (vii) any capital improvements made by, or on behalf of, Landlord to the Property that are (a) designed to reduce Operating Expenses, (b) deemed reasonably necessary by Landlord to maintain the Property in first-class condition, or (c) required to keep the Property in compliance with all governmental laws, rules and regulations applicable thereto, from time to time, the cost of which capital improvements shall be reasonably amortized by Landlord over the useful life of the improvement, in accordance with generally accepted accounting principles; (viii) all professional fees incurred in connection with the operation, management and maintenance of the Property; (ix) Taxes, as hereinafter defined in **Section 3.1.2.**

3.1.2. Taxes. The term "**Taxes,**" as referred to in **Section 3.1.1(ix)** above shall mean (i) all taxes, assessments, fees and charges of every kind or nature (other than Landlord's income taxes), whether general, special, ordinary or extraordinary, due at any time or from time to time, during the Term and any extensions thereof, in connection with the ownership, leasing, or operation of the Property, or of the personal property and equipment located therein or used in connection therewith, including, without limitation, any assessment by any association of owners of property in the industrial park of which the Property is a part; and (ii) any reasonable expenses incurred by Landlord in contesting such taxes or assessments and/or the assessed value of the Property. For purposes hereof, Taxes for any year shall be Taxes that are due for payment or paid in that year rather than Taxes that are assessed, become a lien, or accrue during such year.

3.1.3. Operating Year. The term "**Operating Year**" shall mean the calendar year commencing January 1st of each year (starting with the calendar year within which the Rent Commencement Date occurs) during the Term.

3.2. Payment of Operating Expenses. Tenant shall pay, as Additional Rent and in accordance with the requirements of **Section 3.3**, Tenant's Proportionate Share of the Operating Expenses for each Operating Year. Additional Rent commences to accrue as of the Rent Commencement Date. The Tenant's Proportionate Share of Operating Expenses payable hereunder for partial Operating Years

shall be prorated to correspond to that portion of said Operating Years occurring within the Term. Tenant's Proportionate Share of Operating Expenses and any other sums due and payable under this Lease shall be adjusted upon receipt of the actual bills therefor, and the obligations of this **Section 3** shall survive the termination or expiration of the Lease.

3.3. Payment of Additional Rent. Landlord shall have the right to reasonably estimate the Operating Expenses for each Operating Year. Upon Landlord's or Agent's notice to Tenant of such estimated amount, Tenant shall pay, on the first day of each month during that Operating Year, an amount (the "**Estimated Additional Rent**") equal to the estimate of the Tenant's Proportionate Share of Operating Expenses divided by 12 (or the fractional portion of the Operating Year remaining at the time Landlord delivers its notice of the estimated amounts due from Tenant for that Operating Year). If the aggregate amount of Estimated Additional Rent actually paid by Tenant during any Operating Year is less than Tenant's actual ultimate liability for Operating Expenses for that particular Operating Year, Tenant shall pay the deficiency within 30 days of Landlord's written demand therefor. If the aggregate amount of Estimated Additional Rent actually paid by Tenant during a given Operating Year exceeds Tenant's actual liability for such Operating Year, the excess shall be credited against the Estimated Additional Rent next due from Tenant during the immediately subsequent Operating Year, except that in the event that such excess is paid by Tenant during the final Lease Year, then upon the expiration of the Term, Landlord or Agent shall pay Tenant the then-applicable excess promptly after determination thereof. No interest shall be payable to Tenant on account of payments of Estimated Additional Rent and such payments may be commingled with Landlord's other funds.

4. USE OF PREMISES AND COMMON AREAS; SECURITY DEPOSIT.

4.1. Use of Premises and Property. The Premises shall be used by the Tenant for the purpose(s) set forth in **Section 1.7** above and for no other purpose whatsoever. Tenant shall not, at any time, use or occupy, or suffer or permit anyone to use or occupy, the Premises, or do or permit anything to be done in the Premises or the Property, in any manner that may (a) violate any certificate of occupancy for the Premises or the Property; (b) cause, or be liable to cause, injury to, or in any way impair the value or proper utilization of, all or any portion of the Property (including, but not limited to, the structural elements of the Property) or any equipment, facilities or systems therein; (c) constitute a violation of the laws and requirements of any public authority or the requirements of insurance bodies or the rules and regulations of the Property, including any covenant, condition or restriction affecting the Property; (d) exceed the load bearing capacity of the floor of the Premises; (e) impair or tend to impair the character, reputation or appearance of the Property; or (f) unreasonably annoy, inconvenience or disrupt the operations or tenancies of other tenants or users of the Property. On or prior to the date on which Tenant executes and delivers this Lease, Tenant shall complete and deliver for the benefit of Landlord a "Tenant Operations Inquiry Form" in the form attached hereto as **Exhibit D** describing the nature of Tenant's proposed business operations at the Premises, which form is intended to, and shall be, relied upon by Landlord.

4.2. Use of Common Areas. As used herein, "**Common Areas**" shall mean all areas within the Property that are available for the common use of tenants of the Property and that are not leased or held for the exclusive use of Tenant or other tenants or licensees, including, but not limited to, parking areas, driveways, sidewalks, loading areas, access roads, corridors, landscaping and planted areas. Tenant shall have the nonexclusive right to use the Common Areas for the purposes intended, subject to such reasonable rules and regulations as Landlord may uniformly establish from time to time. Tenant shall not interfere with the rights of any or all of Landlord, other tenants or licensees, or any other person entitled to use the Common Areas. Without limitation of the foregoing, Tenant shall not park or store any vehicles or trailers on, or conduct truck loading and unloading activities in, the Common Areas in a manner that unreasonably disturbs, disrupts or prevents the use of the Common Areas by Landlord, other

tenants or licensees or other persons entitled to use the Common Areas. Tenant shall not park or store any vehicles or trailers in the Common Areas on an overnight basis, except that Tenant may park vehicles or trailers overnight in the truck apron immediately adjacent to the Premises. Landlord, from time to time, may change any or all of the size, location, nature and use of any of the Common Areas although such changes may result in inconvenience to Tenant, so long as such changes do not materially and adversely affect Tenant's use of the Premises. In addition to the foregoing, Landlord may, at any time, close or suspend access to any Common Areas to perform any acts in the Common Areas as, in Landlord's reasonable judgment, are desirable to improve or maintain either or both of the Premises and the Property, or are required in order to satisfy Landlord's obligations under either or both of **Sections 13.2** and **18**; provided, however, that Landlord shall use reasonable efforts to limit any disruption of Tenant's use and operation of the Premises in connection therewith.

Throughout the Term, at no additional charge to Tenant, Tenant shall have the non-exclusive use of the parking area located in front of and behind the Premises as shown on the Site Plan.

4.3. **Signage**. Subject to the approval of Landlord, which shall not be unreasonably withheld or delayed, and provided that any such signage is otherwise in compliance with all applicable laws, codes and ordinances, Tenant at Tenant's sole cost and expense, shall be permitted to install exterior Building façade signage identifying Tenant's business in a location reasonably approved by Landlord. Tenant shall not affix any other sign to any portion of the Property. Tenant shall remove all signs of Tenant upon the expiration or earlier termination of this Lease and immediately repair any damage to either or both of the Property and the Premises caused by, or resulting from, such removal.

4.4. **Security Deposit**. Simultaneously with the execution and delivery of this Lease, Tenant shall deposit with Landlord or Agent the sum set forth in **Section 1.10** above in cash (the "**Security**"), representing security for the performance by Tenant of the covenants and obligations hereunder. The Security shall be held by Landlord or Agent, without interest, in favor of Tenant; provided, however, that no trust relationship shall be deemed created thereby and the Security may be commingled with other assets of Landlord. If Tenant defaults in the performance of any of its covenants hereunder, Landlord or Agent may, without notice to Tenant, apply all or any part of the Security, to the extent required for the payment of any Rent or other sums due from Tenant hereunder, in addition to any other remedies available to Landlord. In the event the Security is so applied, Tenant shall, upon demand, immediately deposit with Landlord or Agent a sum equal to the amount so used. If Tenant fully and faithfully complies with all the covenants and obligations hereunder, the Security (or any balance thereof) shall be returned to Tenant within 30 days after the last to occur of (i) the date the Term expires or terminates or (ii) delivery to Landlord of possession of the Premises. Landlord may deliver the Security to any purchaser of Landlord's interest in the Premises [or any successor Landlord, if applicable], and thereupon Landlord and Agent shall be discharged from any further liability with respect to the Security.

5. **CONDITION AND DELIVERY OF PREMISES.** Landlord shall be responsible for the performance of leasehold improvements to the Premises (the "Landlord Work") in accordance with the Workletter attached as **Exhibit B** to this Lease and incorporated herein by this reference (the "Workletter") which shall govern the parties' responsibilities and obligations with respect to the Landlord Work. Subject to completion of the Landlord Work in accordance with the terms of the Workletter, Tenant acknowledges and agrees that it shall take possession of the Premises in an "as-is" condition, without any warranty as to the condition thereof subject to the terms of **Section 9.1**. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were in good order and satisfactory condition when Tenant took possession thereof, excepting only those items set forth in any punch list to be executed by Landlord and Tenant pursuant to Section 5 of the Workletter. No agreement of Landlord, the managing or leasing agent of the Building or their respective agents, partners or employees to alter, remodel, decorate, clean or improve the Premises or the Building (or to provide

Tenant with any credit or allowance for the same), and no representations regarding the condition of the Premises or the Building, have been made by or on behalf of Landlord or such other parties or relied upon by Tenant, except as expressly stated otherwise in the Workletter. Neither Landlord nor Agent shall be obligated to make any repairs, replacements or improvements (whether structural or otherwise) of any kind or nature to the foregoing in connection with, or in consideration of, this Lease, except with respect to Landlord's obligations under **Sections 13.2** and **18** below. Notwithstanding the foregoing, Landlord shall confirm that as of the Commencement Date the Premises' HVAC, electrical, plumbing and other mechanical systems are in good working order. Landlord agrees to assign to Tenant's benefits any guarantees or warranties, if any, related to the Landlord Work.

6. SUBORDINATION; NOTICES TO SUPERIOR LESSORS AND MORTGAGEES; ATTORNMENT.

6.1. Subordination. This Lease shall be subject and subordinate at all times to (a) all ground leases or underlying leases that may now exist or hereafter be executed affecting either or both of the Premises and the Property and (b) any mortgage or deed of trust that may now exist or hereafter be placed upon, and encumber, any or all of (x) the Property; (y) any ground leases or underlying leases for the benefit of the Property; and (z) all or any portion of Landlord's interest or estate in any of said items. Notwithstanding the foregoing, Landlord shall have the right to subordinate or cause to be subordinated any such ground leases or underlying leases that benefit the Property or any such mortgage or deed of trust liens to this Lease. Tenant shall execute and deliver, upon demand by Landlord and in the form reasonably requested by Landlord, any additional documents evidencing the priority of subordination of this Lease with respect to any such ground leases or underlying leases for the benefit of the Property or any such mortgage or deed of trust.

6.2. Estoppel Certificates. Tenant agrees, from time to time and within 10 days after request by Landlord, to deliver to Landlord, or Landlord's designee, an estoppel certificate stating such matters pertaining to this Lease as may be reasonably requested by Landlord. Failure by Tenant to timely execute and deliver such certificate shall constitute an acceptance and acknowledgment by Tenant that the statements included therein are true and correct without exception. Landlord and Tenant intend that any statement delivered pursuant to this section may be relied upon by Landlord, any prospective purchaser or mortgagee of the Property or of any interest therein or any other Landlord designee, and their respective successors and assigns.

6.3. Transfer for Landlord. In the event of a sale or conveyance by Landlord of the Property, the same shall operate to release Landlord from any future liability for any of the covenants or conditions, express or implied, herein contained in favor of Tenant, and in such event Tenant agrees to look solely to Landlord's successor in interest with respect thereto and agrees to attorn to such successor.

7. QUIET ENJOYMENT. Subject to the provisions of this Lease, so long as Tenant pays all of the Rent and performs all of its other obligations hereunder, Tenant shall not be disturbed in its possession of the Premises by Landlord, Agent or any other person lawfully claiming through or under Landlord; provided, however, in addition to Landlord's rights under **Section 16** and elsewhere in this Lease, Landlord and Landlord's agents, employees, contractors and representatives shall be provided reasonable access to the Premises such that Landlord and Landlord's agents, employees, contractors and representatives may perform the General Maintenance Services (as hereinafter defined) without undue interruption, delay or hindrance. This covenant shall be construed as a covenant running with the Property and is not a personal covenant of Landlord. Tenant shall not unreasonably interrupt, delay, prevent or hinder the performance of the General Maintenance Services by or on behalf of Landlord. Notwithstanding the foregoing, however, Tenant acknowledges and agrees that Landlord shall have the unfettered and unilateral right to use portions of the Common Areas for such purposes and uses as

Landlord may desire; provided, however, that in all events and under all circumstances, Landlord's use of any portion of the Common Areas shall not interfere, in any material respect, with any or all of Tenant's rights to use the Common Areas in the manner and for the purposes contemplated hereunder.

8. ASSIGNMENT, SUBLETTING AND MORTGAGING.

8.1. Prohibition. Tenant acknowledges that this Lease and the Rent due under this Lease have been agreed to by Landlord in reliance upon Tenant's reputation and creditworthiness and upon the continued operation of the Premises by Tenant for the particular use described in **Section 4.1** above; therefore, Tenant shall not, whether voluntarily, or by operation of law, or otherwise: (a) assign or otherwise transfer this Lease; (b) sublet the Premises or any part thereof, or allow the same to be used or occupied by anyone other than Tenant; or (c) mortgage, pledge, encumber, or otherwise hypothecate this Lease or the Premises, or any part thereof, in any manner whatsoever, without in each instance obtaining the prior written consent of Landlord, which consent, as to any assignment or sublease, shall not be unreasonably withheld or delayed. Landlord shall respond to Tenant's request for consent to an assignment or sublease within ten (10) business days after Landlord's receipt of all documentation relating to the subject request (including, without limitation, a detailed description of the subject transfer and parties involved and the resulting "Tenant" under the Lease (if an assignment); a copy of the proposed assignment or sublease document, and financial information regarding any proposed assignee). The provisions of **Section 8.1(a)** shall apply to a transfer of a majority (i.e. greater than 50% interest) of the voting stock of Tenant or to any other change in voting control of Tenant (if Tenant is a corporation), or to a transfer of a majority of the general partnership or membership interests in Tenant (if Tenant is a partnership or a limited liability company) or to a change in the managerial control of Tenant, or to any comparable transaction involving any other form of business entity, whether effectuated in one or more transactions, as if such transfer were an assignment of this Lease. Any purported assignment, mortgage, transfer, pledge or sublease made without the prior written consent of Landlord shall be absolutely null and void. No assignment of this Lease shall be effective and valid unless and until the assignee executes and delivers to Landlord any and all documentation reasonably required by Landlord in order to evidence assignee's assumption of all obligations of Tenant hereunder. Any consent by Landlord to a particular assignment, sublease or mortgage shall not constitute consent or approval of any subsequent assignment, sublease or mortgage, and Landlord's written approval shall be required in all such instances. No consent by Landlord to any assignment or sublease shall be deemed to release Tenant from its obligations hereunder and Tenant shall remain fully liable for performance of all obligations under this Lease.

Notwithstanding anything to the contrary contained in this Section 8.1, Tenant may, upon at least thirty (30) days prior written notice to Landlord, but without Landlord's prior written consent, assign this Lease, or sublet all or a portion of the Premises, to a Tenant Affiliate (hereinafter defined), provided that no default by Tenant then exists under this Lease. A "Tenant Affiliate" shall mean an entity which has been in existence for at least one (1) month and which (i) shall control, be controlled by or be under common control with Tenant or which results from a merger or consolidation with Tenant or succeeds to all or substantially all of the business and assets of Tenant, (ii) immediately following the transaction, together with Tenant, has equal or greater net worth than that of Tenant as of the Commencement Date, (iii) commits to use the Premises for a use permitted by this Lease which use would not violate any exclusivity rights of then existing tenants; (iv) is of a type and quality consistent with the nature and quality of the Building, and (v) is not a party by whom any suit or action could be defended on the ground of sovereign immunity. For purposes of the immediately preceding sentence, "control" shall be deemed to be ownership of (A) fifty percent (50%) or more of the legal and equitable interest of the controlled corporation or other business entity; or (B) such lesser percentage of the legal and equitable interest of the controlled entity if Tenant demonstrates to Landlord's reasonable satisfaction that such ownership interest includes the right to control the board of directors and dictate business decisions affecting such entity to the same extent as if the ownership interest were 50% or more (as provided in clause (A) above). In the

event of any assignment to a Tenant Affiliate, Tenant shall remain fully liable to perform the obligations of the Tenant under this Lease, such obligations to be joint and several with the obligations of the Tenant Affiliate as tenant under this Lease. Landlord may require that any such Tenant Affiliate execute an instrument in which such assignee assumes the obligations of Tenant hereunder. Landlord may require that any such Tenant Affiliate execute an instrument in which such assignee assumes the obligations of Tenant hereunder.

8.2. Rights of Landlord. If this Lease is assigned, or if the Premises (or any part thereof) are sublet or used or occupied by anyone other than Tenant, whether or not in violation of this Lease, Landlord or Agent may (without prejudice to, or waiver of its rights), collect Rent from the assignee, subtenant or occupant. Landlord or Agent may apply the net amount collected to the Rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of the provisions of this **Section 8**. With respect to the allocable portion of the Premises sublet, in the event that the total rent and any other consideration received under any sublease by Tenant is greater than the total Rent required to be paid, from time to time, under this Lease, Tenant shall pay to Landlord one hundred percent (100%) of such excess as received from any subtenant and such amount shall be deemed a component of the Additional Rent.

9. COMPLIANCE WITH LAWS.

9.1. Compliance with Laws. Tenant shall, at its sole expense (regardless of the cost thereof), comply with all local, state and federal laws, rules, regulations and requirements now or hereafter in force and all judicial and administrative decisions in connection with the enforcement thereof (collectively, "**Laws**"), pertaining to either or both of the Premises and Tenant's use and occupancy thereof. If any license or permit is required for the conduct of Tenant's business in the Premises, Tenant, at its expense, shall procure such license prior to the Commencement Date, and shall maintain such license or permit in good standing throughout the Term. Tenant shall give prompt notice to Landlord of any written notice it receives of the alleged violation of any Law or requirement of any governmental or administrative authority with respect to either or both of the Premises and the use or occupation thereof. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party thereto or not, that any such Law pertaining to the Premises has been violated, shall be conclusive of that fact as between Landlord and Tenant. As of the Commencement Date, Landlord represents and warrants that the Premises shall be in compliance with all applicable local, state and federal laws, rules, regulations and requirements (including, without limitation, the Americans With Disabilities Act).

9.2. Hazardous Materials. If, at any time or from time to time during the Term (or any extension thereof), any Hazardous Material (defined below) is generated, transported, stored, used, treated or disposed of at, to, from, on or in either or both of the Premises and the Property by, or as a result of any act or omission of, any or all of Tenant and any or all of Tenant's Parties (defined below): (i) Tenant shall, at its own cost, at all times comply (and cause all others to comply) with all laws (federal, state or local) relating to Hazardous Materials, including, but not limited to, all Environmental Laws (defined below), and Tenant shall further, at its own cost, obtain and maintain in full force and effect at all times all permits and other approvals required in connection therewith; (ii) Tenant shall promptly provide Landlord or Agent with complete copies of all communications, permits or agreements with, from or issued by any governmental authority or agency (federal, state or local) or any private entity relating in any way to the presence, release, threat of release, or placement of Hazardous Materials on or in the Premises or any portion of the Property, or the generation, transportation, storage, use, treatment, or disposal at, on, in or from the Premises, of any Hazardous Materials; (iii) Landlord, Agent and their respective agents and employees shall have the right to either or both (x) enter the Premises and (y) conduct appropriate tests for the purposes of ascertaining Tenant's compliance with all applicable laws

(including Environmental Laws), rules or permits relating in any way to the generation, transport, storage, use, treatment, disposal or presence of Hazardous Materials on, at, in or from all or any portion of either or both of the Premises and the Property; and (iv) upon written request by Landlord or Agent, Tenant shall provide Landlord with the results of reasonably appropriate tests of air, water or soil to demonstrate that Tenant complies with all applicable laws, rules or permits relating in any way to the generation, transport, storage, use, treatment, disposal or presence of Hazardous Materials on, at, in or from all or any portion of either or both of the Premises and the Property. This **Section 9.2** does not authorize the generation, transportation, storage, use, treatment or disposal of any Hazardous Materials at, to, from, on or in the Premises in contravention of this **Section 9**. Tenant covenants to investigate, clean up and otherwise remediate, at Tenant's sole expense, any release of Hazardous Materials caused, contributed to, or created by any or all of (A) Tenant and (B) any or all of Tenant's officers, directors, members, managers, partners, invitees, agents, employees, contractors or representatives ("**Tenant Parties**") during the Term. Such investigation and remediation shall be performed only after Tenant has obtained Landlord's prior written consent; provided, however, that Tenant shall be entitled to respond immediately to an emergency without first obtaining such consent. All remediation shall be performed in strict compliance with Environmental Laws and to the reasonable satisfaction of Landlord. Tenant shall be liable for any and all conditions covered hereby, and for all costs relating thereto, that are caused or created by any or all of Tenant and any or all of Tenant's Parties. Tenant shall not enter into any settlement agreement, consent decree or other compromise with respect to any claims relating to any Hazardous Materials in any way connected to the Premises without first obtaining Landlord's written consent (which consent may be given or withheld in Landlord's sole discretion) and affording Landlord the reasonable opportunity to participate in any such proceedings. As used herein, the term (x) "**Environmental Laws**" shall mean any and all laws pertaining to Hazardous Materials or that otherwise deal with, or relate to, air or water quality, air emissions, soil or ground conditions or other environmental matters of any kind; and (y) "**Hazardous Materials**" shall mean any waste, material or substance (whether in the form of liquids, solids or gases, and whether or not airborne) that is or may be deemed to be or include a pesticide, petroleum, asbestos, polychlorinated biphenyl, radioactive material, urea formaldehyde or any other pollutant or contaminant that is or may be deemed to be hazardous, toxic, ignitable, reactive, corrosive, dangerous, harmful or injurious, or that presents a risk to public health or to the environment, and that is or becomes regulated by any Environmental Law. The undertakings, covenants and obligations imposed on Tenant under this **Section 9.2** shall survive the termination or expiration of this Lease.

10. INSURANCE.

10.1. Insurance to be Maintained by Landlord. Landlord shall maintain (a) "all-risk" (special form or equivalent) property insurance policy covering the Property (at its full replacement cost), but excluding Tenant's Property (defined below), and (b) commercial general liability insurance covering Landlord for claims arising out of liability for bodily injury, death, personal injury, advertising injury and property damage occurring in and about the Property and otherwise resulting from any acts and operations of Landlord, its agents and employees, and (c) rent loss insurance, all of the above with limits that are required by any lender(s) of Landlord, or as are otherwise reasonably determined by Landlord.

10.2. Insurance to be Maintained by Tenant. Tenant shall purchase, at its own expense, and keep in force at all times during this Lease the policies of insurance set forth below in **Sections 10.2.1** and **10.2.2** (collectively, "**Tenant's Policies**"). All Tenant's Policies shall (a) be issued by an insurance company with a Best rating of A-X or better and otherwise reasonably acceptable to Landlord and shall be licensed to do business in the state in which the Property is located; (b) provide that said insurance shall not be canceled or materially modified unless 30 days' prior written notice shall have been given to Landlord; (c) provide for deductible amounts that are reasonably acceptable to Landlord (and its lender, if applicable) and (d) otherwise be in such form, and include such coverages, as Landlord

may reasonably require. All Tenant's Policies (or, at Landlord's option, Certificates of Insurance, in a form reasonably acceptable to Landlord, evidencing said Tenant's Policies), shall be delivered to Landlord by Tenant upon commencement of the Lease and renewals thereof shall be delivered at least 30 days prior to the expiration of each Tenant's Policy. If Landlord so requests, all Tenant's Policies shall also name Landlord's lender as an additional insured. Tenant shall give prompt notice to Landlord and Agent of any bodily injury, death, personal injury, advertising injury or property damage occurring in and about the Property.

10.2.1. General Liability and Auto Insurance. Tenant shall purchase and maintain, throughout the Term, a Tenant's Policy(ies) of (i) commercial general or excess liability insurance, including personal injury and property damage, in the amount of not less than $1,000,000.00 per occurrence, and $3,000,000.00 annual general aggregate, per location; (ii) comprehensive automobile liability insurance covering Tenant against any losses arising out of liability for personal injuries or deaths of persons and property damage occurring in or about the Premises in the amount of not less than $1,000,000.00, combined single limit, if Tenant owns or leases automobiles. The Tenant's Policies required by this **Section 10.2.1** shall (a) name Landlord, Agent, and any party holding an interest to which this Lease may be subordinated as additional insureds; (b) provide coverage on an occurrence basis; (c) provide coverage for the indemnity obligations of Tenant under this Lease; (d) contain a severability of insured parties provision and/or a cross liability endorsement; (e) be primary, not contributing with, and not in excess of, coverage that Landlord may carry; and (f) provide coverage with no exclusion for a pollution incident arising from a hostile fire.

10.2.2. Property and Workers' Compensation Insurance. Tenant shall purchase and maintain, throughout the Term, a Tenant's Policy or Policies of (i) "all-risk" (special form or equivalent) property insurance covering Tenant's Property (at its full replacement cost), and damage to other property resulting from any acts or operations of Tenant, and (ii) workers' compensation insurance per the applicable state statutes covering all employees of Tenant.

10.3. Waiver of Subrogation. To the extent permitted by law, and without affecting the coverage provided by insurance required to be maintained hereunder, Landlord and Tenant each waive any right to recover against the other for (a) damages to property, (b) damages to all or any portion of either or both of the Premises and the Property, (c) claims arising by reason of the foregoing, to the extent such damages and claims are insured against, or required to be insured against, by Landlord or Tenant under this Lease, or (d) claims paid by Tenant's workers' compensation carrier. This provision is intended to waive, fully and for the benefit of each party, any rights and/or claims which might give rise to a right of subrogation by any insurance carrier. The coverage obtained by each party pursuant to this Lease shall include, without limitation, a waiver of subrogation by the carrier which conforms to the provisions of this section.

11. ALTERATIONS.

11.1. Procedural Requirements. Tenant may, from time to time, at its expense, make alterations or improvements in and to the Premises (hereinafter collectively referred to as "**Alterations**"), provided that Tenant first obtains the written consent of Landlord in each instance. Landlord's consent to Alterations shall not be unreasonably withheld, provided that: (a) the Alterations are non-structural and the structural integrity of the Property shall not be affected; (b) the Alterations are to the interior of the Premises; (c) the proper functioning of the mechanical, electrical, heating, ventilating, air-conditioning ("**HVAC**"), sanitary and other service systems of the Property shall not be affected and the usage of such systems by Tenant shall not be increased; (d) the Alterations have no adverse effect on other leased premises in the Property; (e) Tenant shall have appropriate insurance coverage, reasonably satisfactory to Landlord, regarding the performance and installation of the Alterations; (f) the Alterations shall conform

with all other requirements of this Lease; and (g) Tenant shall have provided Landlord with reasonably detailed plans for such Alterations in advance of requesting Landlord's consent. Additionally, before proceeding with any Alterations, Tenant shall (i) at Tenant's expense, obtain all necessary governmental permits and certificates for the commencement and prosecution of Alterations; (ii) submit to Agent, for Landlord's written approval, working drawings, plans and specifications and all permits for the work to be done and Tenant shall not proceed with such Alterations until it has received said approval; and (iii) cause those contractors, materialmen and suppliers engaged to perform the Alterations to deliver to Landlord certificates of insurance (in a form reasonably acceptable to Landlord) evidencing policies of commercial general liability insurance (providing the same coverages as required in **Section 10.2.1** above) and workers' compensation insurance. Such insurance policies shall satisfy the obligations imposed under **Section 10.2.1(a)** through **(d)** and **(f)**. After obtaining Landlord's approval to the Alterations, Tenant shall give Landlord at least five days' prior written notice of the commencement of any Alterations at the Premises, and Landlord may elect to record and post notices of non-responsibility at the Premises.

11.2. Performance of Alterations. Tenant shall cause the Alterations to be performed in compliance with all applicable permits, laws and requirements of public authorities, and with Landlord's reasonable rules and regulations or any other restrictions that Landlord or Agent may impose on the Alterations. Tenant shall cause the Alterations to be diligently performed in a good and workmanlike manner, using new materials and equipment at least equal in quality and class to the standards for the Property established by Landlord or Agent. Tenant shall obtain all necessary permits and certificates for final governmental approval of the Alterations and shall provide Landlord with "as built" plans, copies of all construction contracts, governmental permits and certificates and proof of payment for all labor and materials, including, without limitation, copies of paid invoices and final lien waivers.

11.3. Lien Prohibition. Tenant shall pay when due all claims for labor and material furnished to the Premises in connection with the Alterations. Tenant shall not permit any mechanics (construction) or materialmen's liens to attach to the Premises or the Property. Tenant, at its expense, shall procure the satisfaction or discharge of record of all such liens and encumbrances within 30 days after the filing thereof; or, within such thirty (30) day period, Tenant shall provide Landlord, at Tenant's sole expense, with endorsements (satisfactory, both in form and substance, to Landlord and the holder of any mortgage or deed of trust) to the existing title insurance policies of Landlord and the holder of any mortgage or deed of trust, insuring against the existence of, and any attempted enforcement of, such lien or encumbrance. In the event Tenant has not so performed, Landlord may, at its option, pay and discharge such liens and Tenant shall be responsible to reimburse Landlord, on demand and as Additional Rent under this Lease, for all costs and expenses incurred in connection therewith, together with interest thereon at the rate set forth in **Section 22.3**, which expenses shall include reasonable fees of attorneys of Landlord's choosing, and any costs in posting bond to effect discharge or release of the lien as an encumbrance against the Premises or the Property. Landlord and Tenant expressly agree and acknowledge that no interest of Landlord in the Premises, Building or Property shall be subject to any lien for improvements made by Tenant in or for the Premises, and Landlord shall not be liable for any lien for any improvements made by Tenant, such liability being expressly prohibited by the terms of this Lease, and Tenant hereby agrees to inform all contractors and material suppliers performing work in or for or supplying materials to the Premises of the existence of said prohibition.

12. LANDLORD'S AND TENANT'S PROPERTY.

12.1. Landlord's Property. Subject to **Section 12.2**, all fixtures, machinery, equipment, improvements and appurtenances attached to, or built into, the Premises at the commencement of, or during the Term, whether or not placed there by or at the expense of Tenant, shall become and

remain a part of the Premises; shall be deemed the property of Landlord (the "**Landlord's Property**"), without compensation or credit to Tenant; and shall not be removed by Tenant at the Expiration Date unless Landlord requests their removal. Further, any personal property in the Premises on the Commencement Date, movable or otherwise, unless installed and paid for by Tenant, shall be and shall remain the property of Landlord and shall not be removed by Tenant. In no event shall Tenant remove any of the following materials or equipment without Landlord's prior written consent (which consent may be given or withheld in Landlord's sole discretion): any power wiring or power panels, lighting or lighting fixtures, wall or window coverings, carpets or other floor coverings, heaters, air conditioners or any other HVAC equipment, fencing or security gates, or other similar building operating equipment.

12.2. Tenant's Property. All movable non-structural partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment that are installed in the Premises by, or for the account of, Tenant and without expense to Landlord and that can be removed without structural damage to the Property, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively, the "**Tenant's Property**") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term, provided Tenant repairs or pays the cost of repairing any damage to the Premises or to the Property resulting from the installation and/or removal thereof. At or before the Expiration Date, or the date of any earlier termination, Tenant, at its expense, shall remove from the Premises all of Tenant's Property and any Alterations (except such items thereof as constitute Landlord's Property; or as Landlord shall have expressly permitted, in writing, to remain, which property shall become the property of Landlord), and Tenant shall repair (to Landlord's reasonable satisfaction) any damage to the Premises or the Property resulting from any installation and/or removal of Tenant's Property. Any other items of Tenant's Property that shall remain in the Premises after the Expiration Date, or following an earlier termination date, may, at the option of Landlord, be deemed to have been abandoned, and in such case, such items may be retained by Landlord as its property or be disposed of by Landlord, in Landlord's sole and absolute discretion and without accountability, at Tenant's expense. Notwithstanding the foregoing, if Tenant is in default under the terms of this Lease, Tenant may remove Tenant's Property from the Premises only upon the express written direction of Landlord.

13. REPAIRS AND MAINTENANCE.

13.1. Tenant Repairs and Maintenance.

13.1.1. Tenant Responsibilities. Throughout the Term, Tenant shall, at its sole cost and expense: (i) both (x) maintain and preserve, in first-class condition (subject to normal and customary wear and tear), and (y) perform any and all repairs and replacements required in order to so maintain and preserve, in first class condition, the Premises and the fixtures and appurtenances therein (including, but not limited to, the Premises' plumbing and HVAC systems, office and warehouse lighting, all doors, overhead or otherwise, glass and levelers located in the Premises or otherwise available in the Property for Tenant's sole use; and excluding, however, only those specific components of the Premises for which Landlord is expressly responsible under **Section 13.2**); and (ii) except to the extent Landlord elects to repair and maintain the HVAC systems as part of General Maintenance Services (as hereinafter defined), maintain, in full force and effect, a preventative maintenance and service contract with a reputable service provider for maintenance of the HVAC systems of the Premises (the "**HVAC Maintenance Contract**"). The terms and provisions of any such HVAC Maintenance Contract shall require that the service provider maintain the Premises' HVAC system in accordance with the manufacturer's recommendations and otherwise in accordance with normal, customary and reasonable practices in the geographic area in which the Premises is located and for HVAC systems comparable to the Premises' HVAC system.

In addition to Tenant's obligations under (i) and (ii) above, Tenant shall also be responsible for all costs and expenses incurred to perform any and all repairs and replacements (whether structural or non-structural; interior or exterior; and ordinary or extraordinary), in and to the Premises and the Property and the facilities and systems thereof, if and to the extent that the need for such repairs or replacements arises directly or indirectly from any or all of: (a) the performance or existence of any Alterations, (b) the installation, use or operation of Tenant's Property in the Premises, (c) the moving of Tenant's Property in or out of the Property, and (d) any act, omission, misuse, or neglect of Tenant, any of its subtenants, or others entering into the Premises by act or omission of Tenant or any subtenant. Any repairs or replacements required to be made by Tenant to any or all of the structural components of the Property and the mechanical, electrical, sanitary, HVAC, or other systems of the Property or Premises shall be performed by appropriately licensed contractors approved by Landlord, which approval shall not be unreasonably withheld. All such repairs or replacements shall be subject to the supervision and control of Landlord, and all repairs and replacements shall be made with materials of equal or better quality than the items being repaired or replaced.

13.1.2. General Maintenance Services. Notwithstanding any of the foregoing, however, from time to time during the Term, Landlord may elect, in its sole discretion and by delivery of written notice to Tenant, to perform on behalf of Tenant, all or some portion of the repairs, maintenance, restoration and replacement in and to the Premises required to be performed by Tenant under this Lease (any such repairs, maintenance, restoration and/or replacement activities that Landlord elects to perform on behalf of Tenant are herein collectively referred to as "**General Maintenance Services**"). Tenant shall reimburse Landlord for the cost or value of all General Maintenance Services provided by Landlord as Additional Rent, simultaneously with the payment of Operating Expenses as part of Estimated Additional Rent (on a monthly estimated basis subject to annual reconciliation, as described in **Section 3.3** above). Unless and until Landlord affirmatively elects to provide General Maintenance Services, nothing contained herein shall be construed to obligate Landlord to perform any General Maintenance Services or, except as otherwise expressly provided in **Section 13.2**, to repair, maintain, restore or replace any portion of the Premises. Landlord may from time to time, in its sole discretion, (x) reduce or expand the scope of the General Maintenance Services that Landlord has elected to provide or (y) revoke its election to provide any or all of the General Maintenance Services, in either event, upon delivery of not less than thirty (30) days' prior written notice to Tenant.

13.1.3. HVAC Maintenance Contract. If Landlord does not elect to repair and maintain the HVAC systems as part of General Maintenance Services, or revokes such election at any time after having made such election, then, within 30 days following either (a) the Commencement Date or (b) the date on which Landlord advises Tenant that Landlord will no longer provide General Maintenance Services for the HVAC system, whichever date is applicable, Tenant shall procure and deliver to Landlord the HVAC Maintenance Contract. Thereafter, Tenant shall provide to Landlord a copy of renewals or replacements of such HVAC Maintenance Contract no later than 30 days prior to the then-applicable expiry date of the existing HVAC Maintenance Contract. If Tenant fails to timely deliver to Landlord the HVAC Maintenance Contract (or any applicable renewal or replacement thereof), then Landlord shall have the right to contract directly for the periodic maintenance of the HVAC systems in the Premises and to charge the cost thereof back to Tenant as Additional Rent.

13.2. Landlord Repairs. Notwithstanding anything contrary herein, Landlord shall repair, replace and restore: the foundation, exterior and interior load-bearing walls, roof structure and roof covering and tuckpointing of the Building, the parking lot and other Common Areas of the Property; provided, however, that (i) all costs and expenses so incurred by Landlord to repair, replace and restore the above items shall constitute Operating Expenses; provided, further, however, that with respect to any costs incurred in the replacement context, those costs shall not constitute an Operating Expense except to the extent that such costs so qualify under **Section 3.1.1(vii)**; and (ii) notwithstanding (i) above, in the

event that any such repair, replacement or restoration is necessitated by any or all of the matters set forth in **Sections 13.1.1(a)** through **(d)** above (collectively, "**Tenant Necessitated Repairs**"), then Tenant shall be required to pay such Tenant Necessitated Repairs, and such payment shall be made, in full, within 10 days after Landlord's delivery of demand therefor. Landlord agrees to commence the repairs, replacements or restoration described in this **Section 13.2** within a reasonable period of time after receiving from Tenant written notice of the need for such repairs.

14. **UTILITIES**. Tenant shall purchase all utility services and shall provide for scavenger, cleaning and extermination services. Tenant shall pay the utility charges for the Premises during the Term directly to the utility or municipality providing such service. Tenant shall be solely responsible for the repair and maintenance of any meters necessary in connection with such services. Tenant's use of electrical energy in the Premises shall not, at any time, exceed the capacity of either or both of (i) any of the electrical conductors and equipment in or otherwise servicing the Premises; and (ii) the HVAC systems of either or both of the Premises and the Property.

15. **INVOLUNTARY CESSATION OF SERVICES**. Landlord reserves the right, without any liability to Tenant and without affecting Tenant's covenants and obligations hereunder, to stop service of any or all of the HVAC, electric, sanitary, elevator (if any), and other systems serving the Premises, or to stop any other services required by Landlord under this Lease, whenever and for so long as may be necessary by reason of (i) accidents, emergencies, strikes, or the making of repairs or changes which Landlord or Agent, in good faith, deems necessary or (ii) any other cause beyond Landlord's reasonable control. Further, it is also understood and agreed that Landlord or Agent shall have no liability or responsibility for a cessation of services to the Premises or to the Property that occurs as a result of causes beyond Landlord's or Agent's reasonable control. No such interruption of service shall be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord or Agent liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease, including, but not limited to, the obligation to pay Rent.

16. **LANDLORD'S RIGHTS**. Landlord, Agent and their respective agents, employees and representatives shall have the right to enter and/or pass through the Premises at any time or times upon reasonable prior notice (except in the event of emergency): (a) to examine and inspect the Premises and to show them to actual and prospective lenders, prospective purchasers or mortgagees of the Property or providers of capital to Landlord and its affiliates; and (b) to make such repairs, alterations, additions and improvements in or to all or any portion of either or both of the Premises and the Property, or the Property's facilities and equipment as Landlord is required or desires to make. Landlord and Agent shall be allowed to take all materials into and upon the Premises that may be required in connection with any repairs, alterations, additions or improvements, without any liability to Tenant and without any reduction or modification of Tenant's covenants and obligations hereunder; provided, however, that Landlord shall use reasonable efforts to limit interference with Tenant's business operations and Tenant's occupancy and use of the Premises. During the period of one year prior to the Expiration Date (or at any time, if Tenant has vacated or abandoned the Premises or is otherwise in default under this Lease), Landlord and its agents may exhibit the Premises to prospective tenants. Additionally, Landlord and Agent shall have the following rights with respect to the Premises, exercisable without notice to Tenant, without liability to Tenant, and without being deemed an eviction or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for setoff or abatement of Rent: (i) to designate and approve, prior to installation, all types of signs; (ii) to have pass keys, access cards, or both, to the Premises; and (iii) to decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy at any time after Tenant vacates or abandons the Premises for more than 30 consecutive days or without notice to Landlord of Tenant's intention to reoccupy the Premises.

17. NON-LIABILITY AND INDEMNIFICATION.

17.1. Non-Liability. Except as provided in **Section 17.2.2**, none of Landlord, Agent, any other managing agent, or their respective affiliates, owners, partners, directors, officers, agents and employees shall be liable to Tenant for any loss, injury, or damage, to Tenant or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss. Further, except as provided in **Section 17.2.2**, none of Landlord, Agent, any other managing agent, or their respective affiliates, owners, partners, directors, officers, agents and employees shall be liable to Tenant (a) for any damage caused by other tenants or persons in, upon or about the Property, or caused by operations in construction of any public or quasi-public work; (b) with respect to matters for which Landlord is liable, for consequential or indirect damages purportedly arising out of any loss of use of the Premises or any equipment or facilities therein by Tenant or any person claiming through or under Tenant; (c) for any defect in the Premises or the Property; (d) for injury or damage to person or property caused by fire, or theft, or resulting from the operation of heating or air conditioning or lighting apparatus, or from falling plaster, or from steam, gas, electricity, water, rain, snow, ice, or dampness, that may leak or flow from any part of the Property, or from the pipes, appliances or plumbing work of the same.

17.2. Indemnification.

17.2.1. Tenant Indemnification. Tenant hereby indemnifies, defends, and holds Landlord, Agent and their respective affiliates, members, owners, partners, directors, officers, agents and employees (collectively, "**Landlord Indemnified Parties**") harmless from and against any and all Losses (defined below) arising from or in connection with any or all of: (a) the conduct or management of any business on the Premises, or any work or Alterations done, or any condition created by any or all of Tenant and Tenant's Parties in or about the Premises during the Term or during the period of time, if any, prior to the Commencement Date that Tenant is given access to the Premises; (b) any act, omission or negligence of any or all of Tenant and Tenant's Parties; (c) any accident, injury or damage whatsoever (unless caused by Landlord's negligence) occurring in, at or upon either or both of the Property and the Premises and caused by any or all of Tenant and Tenant's Parties; (d) any breach by Tenant of any of its warranties and representations under this Lease; (e) any actions necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding or other proceeding under the Bankruptcy Code; (f) any violation or alleged violation by any or all of Tenant and Tenant's Parties of any Law including, without limitation, any Environmental Law; (g) any breach of the provisions of **Section 9** by any or all of Tenant and Tenant's Parties; (h) claims for work or labor performed or materials supplies furnished to or at the request of any or all of Tenant and Tenant's Parties; (i) claims arising from any breach or default on the part of Tenant in the performance of any covenant contained in this Lease; (j) any Hazardous Materials used, exposed, emitted, released, discharged, generated, manufactured, sold, transported, handled, stored, treated, reused, presented, disposed of or recycled in, at, near or under all or any portion of the Premises as a result of the acts or omissions of any or all of Tenant and Tenant's Parties; and (k) the violation of any Environmental Law or any permit, application or consent required in connection with any Environmental Law by any or all of Tenant and Tenant's Parties with respect to the Premises during the Term, excluding, however, any violation of any Environmental Law resulting directly from the acts or omissions of Landlord and Landlord's employees, agents and contractors (collectively, "**Tenant's Indemnified Matters**"). In case any action or proceeding is brought against any or all of Landlord and the Landlord Indemnified Parties by reason of any of Tenant's Indemnified Matters, Tenant, upon notice from any or all of Landlord, Agent or any Superior Party (defined below), shall resist and defend such action or proceeding by counsel reasonably satisfactory to, or selected by, Landlord. The term "**Losses**" shall mean all claims, demands, expenses, actions, judgments, damages (actual, but not consequential), penalties, fines, liabilities, losses of every kind and nature (including, without limitation, property damage, diminution in value of Landlord's interest in the Premises or the Property, damages for the loss or restriction on use of any space or amenity within the Premises or the Property, damages arising

from any adverse impact on marketing space in the Property, sums paid in settlement of claims and any costs and expenses associated with injury, illness or death to or of any person), suits, administrative proceedings, costs and fees, including, without limitation, attorneys' and consultants' reasonable fees and expenses, and the costs of cleanup, remediation, removal and restoration, that are in any way related to any matter covered by the foregoing indemnity. The provisions of this **Section 17.2.1** shall survive the expiration or termination of this Lease.

17.2.2. Landlord Indemnification. Landlord hereby indemnifies, defends and holds Tenant harmless from and against any and all Losses actually suffered or incurred by Tenant as the sole and direct result of any negligent, willful or intentional acts of Landlord or Agent. In the event that any action or proceeding is brought against Tenant, and the foregoing indemnity is applicable to such action or proceeding, then Landlord, upon notice from Tenant, shall resist and defend such action or proceeding by counsel reasonably satisfactory to Tenant. Notwithstanding anything to the contrary set forth in this Lease, however, in all events and under all circumstances, the liability of Landlord to Tenant shall be limited to the interest of Landlord in the Property, and Tenant agrees to look solely to Landlord's interest in the Property for the recovery of any judgment or award against Landlord, it being intended that Landlord shall not be personally liable for any judgment or deficiency. The provisions of this **Section 17.2.2** shall survive the expiration or termination of this Lease.

17.3. Force Majeure. The obligations of Tenant hereunder shall not be affected, impaired or excused, and Landlord shall have no liability whatsoever to Tenant, with respect to any act, event or circumstance arising out of (a) Landlord's failure to fulfill, or delay in fulfilling any of its obligations under this Lease by reason of labor dispute, governmental preemption of property in connection with a public emergency or shortages of fuel, supplies, or labor, or any other cause, whether similar or dissimilar, beyond Landlord's reasonable control; or (b) any failure or defect in the supply, quantity or character of utilities furnished to the Premises, or by reason of any requirement, act or omission of any public utility or others serving the Property, beyond Landlord's reasonable control.

17.4. Limitation. Notwithstanding anything to the contrary herein, nothing in this **Section 17** shall be deemed to exculpate Landlord from, or indemnify Landlord for, Landlord's negligent or willful acts or omissions.

18. DAMAGE OR DESTRUCTION.

18.1. Notification and Repair. Tenant shall give prompt notice to Landlord and Agent of (a) any fire or other casualty to the Premises or the Property, and (b) any damage to, or defect in, any part or appurtenance of the Property's sanitary, electrical, HVAC, elevator or other systems located in or passing through the Premises or any part thereof. Tenant shall be liable for any claim, loss, damage, cost or expense resulting from Tenant's failure to give Landlord the foregoing notice in a timely manner. Subject to the provisions of **Section 18.3** below, if either or both of the Property and the Premises is damaged by fire or other insured casualty, Landlord shall repair (or cause Agent to repair) the damage and restore and rebuild the Property and/or the Premises (except for Tenant's Property) with reasonable dispatch after (x) notice to it of the damage or destruction and (y) the adjustment of the insurance proceeds attributable to such damage. Subject to the provisions of **Section 18.3** below, Tenant shall not be entitled to terminate this Lease and no damages, compensation or claim shall be payable by Landlord for purported inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or of the Property pursuant to this Section. Landlord (or Agent, as the case may be) shall use its diligent, good faith efforts to make such repair or restoration promptly and in such manner as not to unreasonably interfere with Tenant's use and occupancy of the Premises, but Landlord or Agent shall not be required to do such repair or restoration work except during normal business hours of business days.

18.2. **Rental Abatement**. Provided that any damage to either or both of the Property and the Premises is not caused by, or is not the result of acts or omissions by, any or all of Tenant and Tenant's Parties, if (a) the Property is damaged by fire or other casualty thereby causing the Premises to be inaccessible or (b) the Premises are partially damaged by fire or other casualty, the Rent shall be proportionally abated to the extent of any actual loss of use of the Premises by Tenant.

18.3. **Total Destruction**. If the Property or the Premises shall be totally destroyed by fire or other casualty, or if the Property or the Premises shall be so damaged by fire or other casualty that (in the reasonable opinion of a reputable contractor or architect designated by Landlord): (i) its repair or restoration requires more than 180 days or (ii) such repair or restoration requires the expenditure of more than 50% of the full insurable value of the Property immediately prior to the casualty or (iii) the damage (x) is less than the amount stated in (ii) above, but more than 10% of the full insurable value of the Property; and (y) occurs during the last two years of Lease Term, Landlord and Tenant shall each have the option to terminate this Lease (by so advising the other, in writing) within 10 days after said contractor or architect delivers written notice of its opinion to Landlord and Tenant, but in all events prior to the commencement of any restoration of the Premises or the Property by Landlord. In such event, the termination shall be effective as of the date upon which either Landlord or Tenant, as the case may be, receives timely written notice from the other terminating this Lease pursuant to the preceding sentence. If neither Landlord nor Tenant timely delivers a termination notice, this Lease shall remain in full force and effect. Notwithstanding the foregoing, if (A) any holder of a mortgage or deed of trust encumbering the Property or landlord pursuant to a ground lease encumbering the Property (collectively, "**Superior Parties**") or other party entitled to the insurance proceeds fails to make such proceeds available to Landlord in an amount sufficient for restoration of the Premises or the Property, or (B) the issuer of any property insurance policies on the Property fails to make available to Landlord sufficient proceeds for restoration of the Premises or the Property, then Landlord may, at Landlord's sole option, terminate this Lease by giving Tenant written notice to such effect within 30 days after Landlord receives notice from the Superior Party or insurance company, as the case may be, that such proceeds shall not be made available, in which event the termination of this Lease shall be effective as of the date Tenant receives written notice from Landlord of Landlord's election to terminate this Lease. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease by virtue of any delays in completion of repairs and restoration. For purposes of this **Section 18.3** only, "**full insurable value**" shall mean replacement cost, less the cost of footings, foundations and other structures below grade.

18.4. **Insurance Proceeds**. Landlord shall not be obligated to expend in repairs and restoration an amount in excess of the proceeds of insurance recovered with respect to any casualty. Tenant acknowledges that Landlord shall be entitled to the full proceeds of any insurance coverage, whether carried by Landlord or Tenant, for damage to either or both of the Premises and the Property (excluding any proceeds for damage to Tenant's Property). In the event that either or both of the Premises and the Property are not repaired or reconstructed, all proceeds of insurance (excluding any proceeds covering Tenant's Property), whether carried by Landlord or Tenant, shall be payable to Landlord. Landlord's duty to repair the Premises and the Property (excluding Tenant's Property) is limited to repairing the Premises to the condition existing immediately prior to such fire or other casualty.

19. **EMINENT DOMAIN**. If the whole, or any substantial (as reasonably determined by Landlord) portion, of the Property is taken or condemned for any public use under any Law or by right of eminent domain, or by private purchase in lieu thereof, and such taking would prevent or materially interfere with the Permitted Use of the Premises, this Lease shall terminate effective when the physical taking of said Premises occurs. If less than a substantial portion of the Property is so taken or condemned, or if the taking or condemnation is temporary (regardless of the portion of the Property affected), this Lease shall not terminate, but the Rent payable hereunder shall be proportionally abated to the extent of any actual loss of use of the Premises by Tenant. Landlord shall be entitled to any and all

payment, income, rent or award, or any interest therein whatsoever, which may be paid or made in connection with such a taking or conveyance, and Tenant shall have no claim against Landlord for the value of any unexpired portion of this Lease. Notwithstanding the foregoing, any compensation specifically and independently awarded to Tenant for loss of business or goodwill, or for its personal property, shall be the property of Tenant.

20. SURRENDER AND HOLDOVER. On the last day of the Term, or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Premises, (a) Tenant shall quit and surrender the Premises to Landlord "broom-clean" and in good order, condition and repair (as defined by **Exhibit C**, attached hereto and incorporated herein by reference), except for ordinary wear and tear and such damage or destruction as Landlord is required to repair or restore under this Lease, (b) Tenant shall remove all of Tenant's Property therefrom, except as otherwise expressly provided in this Lease, and (c) Tenant shall surrender to Landlord any and all keys, access cards, computer codes or any other items used to access the Premises. Landlord shall be permitted to inspect the Premises in order to verify compliance with this **Section 20** at any time prior to (x) the Expiration Date, (y) the effective date of any earlier termination of this Lease, or (z) the surrender date otherwise agreed to in writing by Landlord and Tenant. The obligations imposed under the first sentence of this **Section 20** shall survive the termination or expiration of this Lease. If any repairs are required to be performed in, to or at the Premises (pursuant to the first sentence of this **Section 20** or any other applicable provision of this Lease) upon the expiration or termination of the Term, Tenant shall cause such repairs to be performed, to Landlord's reasonable satisfaction, within 10 business days after the date on which this Lease is terminated or expired. If Tenant fails to timely comply with the preceding sentence, then Landlord shall have the right to cause the repairs to be performed, at Tenant's expense, and all such expenses so incurred by Landlord shall bear interest (at the rate specified in the second sentence of **Section 22.3**) from the date the expense is incurred until the date paid, in full, by Tenant (inclusive of interest). If Tenant remains in possession after the Expiration Date hereof or after any earlier termination date of this Lease or of Tenant's right to possession, Tenant shall be deemed a tenant at sufferance, and during the period of any such holdover, Tenant shall pay 120% of the Base Rent and 100% of the Additional Rent at the rate of Rent in effect immediately prior to the Expiration Date. Tenant shall indemnify, defend and hold Landlord harmless from and against all claims and damages, consequential as well as direct, sustained by reason of Tenant's holding over. The provisions of this **Section 20** shall not be deemed to be a waiver of Landlord's right of re-entry or right to regain possession by actions at law or in equity or any other rights under this Lease, and any receipt of payment of holdover Rent by Landlord shall not be deemed a consent by Landlord to Tenant's remaining in possession or be construed as creating or renewing any lease term or right of tenancy except as elected by Landlord as set forth above.

21. EVENTS OF DEFAULT.

21.1. Bankruptcy of Tenant. It shall be a default by Tenant under this Lease if Tenant makes an assignment for the benefit of creditors, or files a voluntary petition under any state or federal bankruptcy or insolvency law, or an involuntary petition alleging an act of bankruptcy or insolvency is filed against Tenant under any state or federal bankruptcy or insolvency law that is not dismissed within 90 days, or whenever a petition is filed by or against (to the extent not dismissed within 90 days) Tenant under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any state or federal law of like import, or whenever a petition shall be filed by Tenant under the arrangement provisions of the United States Bankruptcy Code or similar state or federal law, or whenever a receiver of Tenant, or of, or for, the property of Tenant shall be appointed, or Tenant admits it is insolvent or is not able to pay its debts as they mature.

21.2. Default Provisions. Each of the following shall constitute a default by Tenant under this Lease: (a) if Tenant fails to pay Rent or any other payment when due hereunder within three

days after written notice from Landlord of such failure to pay on the due date; provided, however, that if in any consecutive 12 month period, Tenant shall fail to pay any installment of Rent on the date such installment of Rent is due, then, on the second such occasion and on each occasion thereafter on which Tenant shall fail to pay an installment of Rent on the date such installment of Rent is due, Landlord shall be relieved from any obligation to provide notice to Tenant, and Tenant shall then no longer have a three day period in which to cure any such failure; (b) if Tenant fails, whether by action or inaction, to timely comply with, or satisfy, any or all of the obligations imposed on Tenant under this Lease (other than the obligations under **Section 21.2(a), 21.2(c), 21.2(d) or 21.2(e)**) for a period of 30 days after Landlord's delivery to Tenant of written notice of such default under this **Section 21.2(b)**; provided, however, that if the default cannot, by its nature, be cured within such 30 day period, but Tenant commences and diligently pursues a cure of such default promptly within the initial 30 day cure period, then Landlord shall not exercise its remedies under **Section 22** unless such default remains uncured for more than 60 days after the initial delivery of Landlord's original default notice; (c) if Tenant fails to maintain insurance in accordance with the requirements of **Section 10** of this Lease; (d) if Tenant shall default in keeping, observing or performing any covenant or agreement herein contained be kept, observed and performed by Tenant which default may result in an imminent risk of danger to property (including without limitation the Premises or the Building) or injury to or death of persons, and such default shall not be cured immediately upon notice thereof to Tenant; or (e) Tenant vacates or abandons the Premises during the Term.

22. RIGHTS AND REMEDIES.

22.1. Landlord's Cure Rights Upon Default of Tenant. If Tenant defaults in the performance of any of its obligations under this Lease, and fails to cure such default on a timely basis (pursuant to **Section 21.2**), Landlord, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account, and at the expense of, Tenant.

22.2. Landlord's Remedies. In the event of any default by Tenant under this Lease, Landlord, at its option, and after any applicable notice and cure period (as required pursuant to **Section 21.2**), but without additional notice or demand from Landlord, if any, as provided in **Section 21.2** has expired, may, in addition to all other rights and remedies provided in this Lease, or otherwise at law or in equity: (a) terminate this Lease and Tenant's right of possession of the Premises; or (b) terminate Tenant's right of possession of the Premises without terminating this Lease; provided, however, that Landlord may, whether Landlord elects to proceed under Subsections (a) or (b) above, relet the Premises, or any part thereof for the account of Tenant, for such rent and term and upon such terms and conditions as are acceptable to Landlord. In addition, for purposes of any reletting, Landlord is authorized to decorate, repair, alter and improve the Premises to the extent deemed necessary by Landlord, in its sole discretion. In the event of the termination of this Lease by Landlord pursuant to (a) above, Landlord shall be entitled to recover from Tenant (i) all damages and other sums that Landlord is entitled to recover under any provision of this Lease or at law or in equity, including, but not limited to, all fixed dollar amounts of Base Rent and Additional Rent accrued and unpaid for the period up to and including such termination date; (ii) all other additional sums payable by Tenant, or for which Tenant is liable, or in respect of which Tenant has agreed to indemnify Landlord, under any of the provisions of this Lease, that may be then owing and unpaid; (iii) all costs and expenses (including, without limitation, court costs and attorneys' reasonable fees) incurred by Landlord in the enforcement of its rights and remedies under this Lease; and (iv) any damages provable by Landlord as a matter of law including, without limitation, an amount equal to the positive difference, if any, between (x) the discounted present value (at 6% per annum) of the Base Rent provided to be paid for the remainder of the Term (measured from the effective termination date of this Lease) and (y) the fair market rental value of the Leased Premises (determined at the date of termination of this Lease) after deduction (from such fair market rental value) of the projected costs and expenses of reletting the Premises (including the anticipated costs of repairs, alterations,

improvements, additions, legal fees and brokerage commissions) as reasonably estimated by Landlord. If Landlord elects to pursue its rights and remedies under Subsection (b) above, and the Premises are relet and a sufficient sum is not realized therefrom, then to satisfy the payment, when due, of Base Rent and Additional Rent reserved under the Lease for any monthly period (after payment of all Landlord's reasonable expenses of reletting), Tenant shall, in Landlord's sole judgment, either (i) pay any such deficiency monthly or (ii) pay such deficiency on an accelerated basis, which accelerated deficiency shall be discounted at a rate of 6% per annum. If Landlord elects to pursue its rights and remedies under Subsection (b) above, and Landlord fails to relet the Premises, then Tenant shall pay to Landlord the sum of (x) the projected costs of Landlord's expenses of reletting (including the anticipated costs of repairs, alterations, improvements, additions, legal fees and brokerage commissions) as reasonably estimated by Landlord and (y) the accelerated amount of Base Rent and Additional Rent due under the Lease for the balance of the Term, discounted to present value at a rate of 6% per annum. Tenant agrees that Landlord may file suit to recover any sums due to Landlord hereunder from time to time and that such suit or recovery of any amount due Landlord hereunder shall not be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord. If Landlord elects to pursue its rights and remedies under Subsection (b), then Landlord shall at any time have the further right and remedy to rescind such election and pursue its rights and remedies under Subsection (a). In the event Landlord elects, pursuant to clause (b) of this **Section 22.2**, to terminate Tenant's right of possession only, without terminating this Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's Property, Tenant's signs and other evidences of tenancy, and take and hold possession thereof, as provided in **Section 20** hereof; provided, however, that such entry and possession shall not terminate this Lease or release Tenant, in whole or in part, from Tenant's obligation to pay the Base Rent and Additional Rent reserved hereunder for the full Term, or from any other obligation of Tenant under this Lease. Any and all property that may be removed from the Premises by Landlord pursuant to the authority of the Lease or of law, to which Tenant is or may be entitled, may be handled, removed or stored by Landlord at the sole risk, cost and expense of Tenant, and in no event or circumstance shall Landlord be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken from storage by Tenant within 30 days after the end of the Term, however terminated, shall be conclusively presumed to have been conveyed by Tenant to Landlord under this Lease as in a bill of sale, without further payment or credit by Landlord to Tenant.

22.3. **Additional Rights of Landlord**. Any and all costs, expenses and disbursements, of any kind or nature, incurred by Landlord or Agent in connection with the enforcement of any and all of the terms and provisions of this Lease, including attorneys' reasonable fees (through all appellate proceedings), shall be due and payable (as Additional Rent) upon Landlord's submission of an invoice therefor. All sums advanced by Landlord or Agent on account of Tenant under this Section, or pursuant to any other provision of this Lease, and all Base Rent and Additional Rent, if delinquent or not paid by Tenant and received by Landlord when due hereunder, shall bear interest at the rate of 5% per annum above the "prime" or "reference" or "base" rate (on a per annum basis) of interest publicly announced as such, from time to time, by the JPMorgan Chase Bank, or its successor ("**Default Interest**"), from the due date thereof until paid, and such interest shall be and constitute Additional Rent and be due and payable upon Landlord's or Agent's submission of an invoice therefor. The various rights, remedies and elections of Landlord reserved, expressed or contained herein are cumulative and no one of them shall be deemed to be exclusive of the others or of such other rights, remedies, options or elections as are now or may hereafter be conferred upon Landlord by law.

22.4. **Event of Bankruptcy**. In addition to, and in no way limiting the other remedies set forth herein, Landlord and Tenant agree that if Tenant ever becomes the subject of a voluntary or involuntary bankruptcy, reorganization, composition, or other similar type proceeding under the federal

bankruptcy laws, as now enacted or hereinafter amended, then: (a) "adequate assurance of future performance" by Tenant pursuant to Bankruptcy Code Section 365 will include (but not be limited to) payment of an additional/new security deposit in the amount of three times the then current Base Rent payable hereunder; (b) any person or entity to which this Lease is assigned, pursuant to the provisions of the Bankruptcy Code, shall be deemed, without further act or deed, to have assumed all of the obligations of Tenant arising under this Lease on and after the effective date of such assignment, and any such assignee shall, upon demand by Landlord, execute and deliver to Landlord an instrument confirming such assumption of liability; (c) notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as "Rent", shall constitute "rent" for the purposes of Section 502(b)(6) of the Bankruptcy Code; and (d) if this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other considerations payable or otherwise to be delivered to Landlord or Agent (including Base Rent, Additional Rent and other amounts hereunder), shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the bankruptcy estate of Tenant. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord or Agent shall be held in trust by Tenant or Tenant's bankruptcy estate for the benefit of Landlord and shall be promptly paid to or turned over to Landlord.

23. **BROKER**. Tenant covenants, warrants and represents that the broker set forth in **Section 1.9(A)** was the only broker to represent Tenant in the negotiation of this Lease ("**Tenant's Broker**"). Landlord covenants, warrants and represents that the broker set forth in **Section 1.9(B)** was the only broker to represent Landlord in the negotiation of this Lease ("**Landlord's Broker**"). Landlord shall be solely responsible for paying the commission of Landlord's Broker pursuant to a separate written agreement. Landlord's Broker shall be responsible for splitting such commission with Tenant's Broker. Each party agrees to and hereby does defend, indemnify and hold the other harmless against and from any brokerage commissions or finder's fees or claims therefor by a party claiming to have dealt with the indemnifying party and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, for any breach of the foregoing. The foregoing indemnification shall survive the termination or expiration of this Lease.

24. **MISCELLANEOUS**.

24.1. **Merger**. All prior understandings and agreements between the parties are merged in this Lease, which alone fully and completely expresses the agreement of the parties. No agreement shall be effective to modify this Lease, in whole or in part, unless such agreement is in writing, and is signed by the party against whom enforcement of said change or modification is sought.

24.2. **Notices**. Any notice required to be given by either party pursuant to this Lease, shall be in writing and shall be deemed to have been properly given, rendered or made only if personally delivered, or if sent by Federal Express or other comparable commercial overnight delivery service, addressed to the other party at the addresses set forth below (or to such other address as Landlord or Tenant may designate to each other from time to time by written notice), and shall be deemed to have been given, rendered or made on the day so delivered or on the first business day after having been deposited with the courier service:

If to Landlord:

Bridge Riverbend, LLC
c/o Bridge Development Partners, LLC
1000 West Irving Park Road, Suite 150
Itasca, Illinois 60143
Attn: Steven Poulos and Kevin Carroll

If to Tenant: Shipmonk, Inc.
400 Hillsboro Technology Drive, Suite A
Deerfield Beach, Florida 33441
Attn: Jan Bednar

24.3. **Non-Waiver**. The failure of either party to insist, in any one or more instances, upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the Lease shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt and acceptance by Landlord or Agent of Base Rent or Additional Rent with knowledge of breach by Tenant of any obligation of this Lease shall not be deemed a waiver of such breach.

24.4. **Legal Costs**. Any party in breach or default under this Lease (the "**Defaulting Party**") shall reimburse the other party (the "**Nondefaulting Party**") upon demand for any legal fees and court (or other administrative proceeding) costs or expenses that the Nondefaulting Party incurs in connection with the breach or default, regardless whether suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, in the event of litigation, the court in such action shall award to the party in whose favor a judgment is entered a reasonable sum as attorneys' fees and costs, which sum shall be paid by the losing party. Tenant shall pay Landlord's attorneys' reasonable fees incurred in connection with Tenant's request for Landlord's consent under provisions of this Lease governing assignment and subletting, or in connection with any other act which Tenant proposes to do and which requires Landlord's consent; such fees shall not exceed $2,000 per request or consent.

24.5. **Parties Bound**. Except as otherwise expressly provided for in this Lease, this Lease shall be binding upon, and inure to the benefit of, the successors and assignees of the parties hereto. Tenant hereby releases Landlord named herein from any obligations of Landlord for any period subsequent to the conveyance and transfer of Landlord's ownership interest in the Property. In the event of such conveyance and transfer, Landlord's obligations shall thereafter be binding upon each transferee (whether a successor Landlord or otherwise). No obligation of Landlord shall arise under this Lease until the instrument is signed by, and delivered to, both Landlord and Tenant.

24.6. **Recordation of Lease**. Tenant shall not record or file this Lease (or any memorandum hereof) in the public records of any county or state.

24.7. **Survival of Obligations**. Upon the expiration or other termination of this Lease, neither party shall have any further obligation nor liability to the other except as otherwise expressly provided in this Lease and except for such obligations as, by their nature or under the circumstances, can only be, or by the provisions of this Lease, may be performed after such expiration or other termination.

24.8. **Governing Law; Construction**. This Lease shall be governed by and construed in accordance with the laws of the state in which the Property is located. If any provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected but shall be enforced to the extent permitted by law. The captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation, or other provision of this Lease to be performed by Tenant, shall be construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require. This

Lease may be executed in counterpart and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

24.9. Time. Time is of the essence for this Lease. If the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday in the state in which the Property is located, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday in said state.

24.10. Authority of Tenant. If Tenant is a corporation, partnership, limited liability company, association or any other entity, it shall deliver to Landlord, concurrently with the delivery to Landlord of an executed Lease, certified resolutions of Tenant's directors or other governing person or body (i) authorizing execution and delivery of this Lease and the performance by Tenant of its obligations hereunder and (ii) certifying the authority of the party executing the Lease as having been duly authorized to do so.

24.11. WAIVER OF TRIAL BY JURY. THE LANDLORD AND THE TENANT, TO THE FULLEST EXTENT THAT THEY MAY LAWFULLY DO SO, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY ANY PARTY TO THIS LEASE WITH RESPECT TO THIS LEASE, THE PREMISES, OR ANY OTHER MATTER RELATED TO THIS LEASE OR THE PREMISES.

24.12. Limitation of Liability. Notwithstanding any provision in this Lease to the contrary, under no circumstances shall Landlord's liability for failure to perform any obligations arising out of or in connection with this Lease or for any breach of the terms or conditions of this Lease (whether written or implied) exceed Landlord's equity interest in the Property. Any judgments rendered against Landlord shall be satisfied solely out of proceeds of sale of Landlord's interest in the Property. No personal judgment shall lie against Landlord or its members, or any of their constituent members, or any officers, members, shareholders, partners or employees of any of the foregoing, upon extinguishment of Landlord's rights in the Property and any judgments so rendered shall not give rise to any right of execution or levy against the assets of Landlord or any of its members or their constituent members, or any officers, members, shareholders, partners or employees of any of the foregoing. The provisions hereof shall inure to Landlord's successors and assigns including any lender of Landlord.

24.13. Financial Information. From time to time during the Term, Tenant shall deliver to Landlord financial statements of Tenant, including a balance sheet, profit and loss statement and statement of cash flow in form and substance reasonably acceptable to Landlord, within ten (10) days following Landlord's written request therefor.

24.14. Confidential Information. Tenant agrees to maintain in strict confidence the economic terms of this Lease and any or all other materials, data and information delivered to or received by any or all of Tenant and Tenants' Parties either prior to or during the Term in connection with the negotiation and execution hereof. The provisions of this **Section 24.14** shall survive the termination of this Lease.

24.15. Submission of Lease. Submission of this Lease to Tenant for signature does not constitute a reservation of space or an option to lease. This Lease is not effective until execution by and delivery to both Landlord and Tenant.

24.16. Joint and Several Liability. All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant hereunder.

24.17. Radon Notice. Florida law requires the following notice to be provided with respect to the contract for sale and purchase of any building, or a rental agreement for any building: "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."

24.18. Rents From Real Property. Landlord and Tenant agree that all Rent payable by Tenant to Landlord shall qualify as rents from real property within the meaning of both Sections 512(b)(3) and 856(d) of the Internal Revenue Code of 1986, as amended (the "**Code**") and the U.S. Department of Treasury Regulations promulgated thereunder (the "**Regulations**"). If Landlord, in its sole discretion, determines that there is any risk that all or part of any Rent shall not qualify as rents from real property for the purposes of the Code and the Regulations, Tenant agrees to cooperate with Landlord by entering into such amendment or amendments as Landlord deems necessary to qualify all Rent as rents from real property; provided, however, that any adjustments required pursuant to this paragraph shall be made so as to produce the equivalent Rent (in economic terms) payable prior to such adjustment.

25. OFAC LAWS AND REGULATIONS. The person(s) who have executed this Lease on behalf of Tenant are duly authorized to do so. Tenant and no individual or entity owning directly or indirectly any interest in Tenant is an individual or entity whose property or interests are subject to being blocked under any of the OFAC Laws and Regulations (as hereinafter defined) or is otherwise in violation of any of the OFAC Laws and Regulations. Tenant shall immediately notify Landlord in writing if any individual or entity owning directly or indirectly any interest in Tenant or any director, officer, member, manager or partner of any of such holders is an individual or entity whose property or interests are subject to being blocked under any of the OFAC Laws and Regulations or is otherwise in violation of any of the OFAC Laws and Regulations, or is under investigation by any governmental entity for, or has been charged with, or convicted of, drug trafficking, terrorist-related activities or any violation of anti-money laundering laws, has been assessed civil penalties under these or related laws, or has had funds seized or forfeited in an action under these or related laws. For purposes of this Lease, "OFAC Laws and Regulations" means Executive Order 13224 issued by the President of the United States of America, the Terrorism Sanctions Regulations (Title 31 Part 595 of the U.S. Code of Federal Regulations), the Terrorism List Governments Sanctions Regulations (Title 31 Part 596 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31 Part 597 of the U.S. Code of Federal Regulations), and the Cuban Assets Control Regulations (Title 31 Part 515 of the U.S. Code of Federal Regulations), and all other present and future federal, state and local laws, ordinances, regulations, policies, lists (including, without limitation, the Specially Designated Nationals and Blocked Persons List) and any other requirements of any Governmental Authority (including, without limitation, the United States Department of the Treasury Office of Foreign Assets Control) addressing, relating to, or attempting to eliminate, terrorist acts and acts of war, each as hereafter supplemented, amended or modified from time to time, and the present and future rules, regulations and guidance documents promulgated under any of the foregoing, or under similar laws, ordinances, regulations, policies or requirements of other states or localities.

26. RIGHT OF FIRST OFFER.

(a) Commencing on the Commencement Date, Landlord hereby grants to Tenant a one-time right of first offer (the "**Right of First Offer**") with respect to the adjacent vacant space in the Building (the "**Right of First Offer Space**"). Subject to Section 26(b) below, in the event that Tenant elects not to

exercise its Right of First Offer for the Right of First Offer Space pursuant to this Section 26, Tenant's Right of First Offer and this Section 26 shall be deleted and of no further force or effect.

(b) Such right of first offer is exercisable by Tenant as follows: Landlord shall notify Tenant when Landlord intends to offer to a third party all or any portion of the Right of First Offer Space ("Landlord's Notice"). By written notice delivered to Landlord within five (5) business days after receipt of Landlord's Notice, Tenant may elect to pursue negotiations for the lease of such available space. If Tenant fails to notify Landlord within such five (5) business day period, then the Right of First Offer shall be deemed to be waived and of no further force or effect.

(c) If Tenant elects to pursue negotiations, then Tenant and Landlord shall, within five (5) days after Tenant's notice to Landlord, enter into good faith negotiations for the lease of such space by Tenant at the then-current market rates, terms, and conditions for such space, including, but not limited to, the improvements to the space, length of term, and the rental rates for the space. If, despite such good faith negotiations, the parties are unable to execute an agreement for the lease of such space within fifteen (15) days after the date that Landlord submits the first draft of an agreement for the lease of such space (whether by amendment to this Lease or otherwise), then Landlord (without any further instrument or notice) shall have the right to lease such space to any entity at any rental amounts

(d) Notwithstanding anything contained herein to the contrary, Tenant shall not be permitted to exercise the right of first offer while in default of the Lease, subject to any applicable default notice and grace or cure periods.

27. Renewal Option.

27.1. Landlord hereby grants Tenant the option to renew (the "**Renewal Option**") the Term (not to include, for purposes of this Section, the Renewal Terms, as hereinafter defined) for two (2) additional terms of sixty (60) months each (each, a "**Renewal Term**" and collectively, the "**Renewal Terms**"), commencing as of the date immediately following the expiration of the Term and the first Renewal Term, as applicable, such option to be subject to the covenants and conditions hereinafter set forth in this Section.

27.2. Tenant shall give Landlord written notice (the "**Renewal Notice**") of Tenant's election to exercise its Renewal Option not earlier than twelve (12) months and not later than nine (9) months prior to the expiration of the then-current Term of the Lease; provided that Tenant's failure to give the Renewal Notice by said date, whether due to Tenant's oversight or failure to cure any existing defaults or otherwise, shall render the Renewal Option null and void and of no further force or effect. Tenant may only exercise the Renewal Option for the second Renewal Term if Tenant exercised the option for the first Renewal Term.

27.3. Tenant shall not be permitted to exercise the Renewal Option at any time during which Tenant is in default under this Lease, subject to applicable notice and grace periods (if any) as provided in Article 21. If Tenant fails to cure any default under this Lease prior to the commencement of the upcoming Renewal Term, subject to applicable notice and grace periods, the Renewal Terms shall be immediately cancelled, unless Landlord elects to waive such default, and Tenant shall forthwith deliver possession of the Premises to Landlord as of the expiration or earlier termination of the then-current Term of this Lease.

27.4. Tenant shall be deemed to have accepted the Premises in "as-is" condition as of the commencement of each Renewal Term, subject to any other repair and maintenance obligations of Landlord under this Lease, it being understood and agreed that Landlord shall have no additional

obligation to renovate or remodel the Premises or any portion of the Building as a result of Tenant's renewal of this Lease.

27.5. The covenants and conditions of this Lease in force during the Term, as the same may be modified from time to time, shall continue to be in effect during the Renewal Terms, except as follows:

27.5.1. The "Commencement Date" and the "Rent Commencement Date" for the purpose of this Lease shall be the first day of the applicable Renewal Term.

27.5.2. The Base Rent for each Renewal Term shall be an amount equal to the then Fair Market Rental Value of the Premises. "Fair Market Rental Value" of the Premises shall be an amount determined by Landlord on the basis of the then-prevailing market rental rate (including annual increases) for space comparable to the Premises as reflected in one or more leases executed by Landlord with new tenants of the Property within the twelve (12) month period immediately preceding commencement of the applicable Renewal Term and taking into account all relevant factors (concessions, allowances, commissions, etc.) in determining market rental rates. If Landlord has not executed any lease with new tenants within said twelve (12) month period, the new prevailing market rental rate determination shall be based on new leases for premises comparable to the Premises herein, as executed within said twelve (12) month period by owners of other comparable buildings located in Fort Lauderdale, Florida in the vicinity of the Property. However, in no event shall Base Rent for any year of the Renewal Terms be less than the amount of Base Rent for the immediately prior year. Landlord shall provide such Fair Market Rental Value to Tenant within fifteen (15) days after receipt of Tenant's request for same.

27.5.3. Following expiration of the second Renewal Term, Tenant shall have no further right to renew or extend this Lease.

27.6. The Renewal Option shall be exercisable only by the tenant entity executing this Lease (the "Original Tenant") and any affiliated successor to the Original Tenant. Upon any assignment or other transfer of this Lease by the Original Tenant or any affiliated successor, the Renewal Option shall be deemed void and of no force or effect.

28. Temporary Office Space.

28.1. In further consideration of the covenants and agreements herein contained, Landlord shall permit Tenant to temporarily occupy the office space currently located in a portion of the "Available Area" identified in Exhibit "A" hereto (the "Temporary Premises") from the date hereof until February 28, 2019 (the "Temporary Space Expiration Date"), at no charge to Tenant. Except for payment of Rent, the terms of this Lease will apply to the Temporary Premises. Tenant shall deliver evidence of all insurance required pursuant to this Lease prior to taking possession of the Temporary Premises.

28.2. Tenant shall vacate and surrender the Temporary Premises on or before the Temporary Space Expiration Date in the same condition as when received.

28.3. Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate or paint the Temporary Premises or any part thereof, and makes no representations respecting the condition of the Temporary Premises. Landlord, Agent and their respective agents, employees and representatives shall have the right to enter and/or pass through the Temporary Premises at any time or times, and with or without notice.

(signatures on next page)

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

LANDLORD:

BRIDGE RIVERBEND, LLC,
a Florida limited liability company

By:_____
Name:_____
Title:_____

WITNESSES:

_____
Print name:_____

_____
Print name:_____

TENANT:

SHIPMONK, INC.,
a Delaware corporation

By: DocuSigned by: Jan Bednar
Name: Jan Bednar 583B3...
Title: CEO

WITNESSES:

_____
Print name:_____

_____
Print name:_____

EXHIBIT A

Site Plan

The Premises is the portion of the Building labeled "Tenant Area" in the site plan below.



46983143;2

EXHIBIT B

Workletter

The terms used herein shall have the meanings ascribed to them in the Lease, unless otherwise stated herein. Landlord and Tenant agree that their respective rights and obligations in reference to the construction of the leasehold improvements to the Premises shall be as follows (all such work to be performed by Landlord in the Premises pursuant to this Workletter, is herein referred to as the "Landlord Work"):

1. **Plans and Specifications**. Landlord and Tenant have reviewed and approved those certain General Building Specifications dated April 27, 2017, prepared by Premier Design + Build Group ("Premier") (the "Building Specifications"). Landlord shall engage Premier to prepare the architectural and engineering plans and specifications for the Landlord Work which are complete and sufficient for the purpose of obtaining a building permit for the Landlord Work (the "Contract Documents"). The Contract Documents shall be consistent with the Building Specifications. Upon completion of the Contract Documents, Landlord shall furnish a set to Tenant.

2. **Construction of Landlord Work**. Landlord shall engage Premier to perform the Landlord Work. Promptly following issuance of the building permit, Landlord shall cause Premier to commence and diligently proceed with the Landlord Work in compliance with the Building Specifications, the Contract Documents and all applicable laws, codes and ordinances. Landlord shall have no responsibility to perform any work relating to the installation of Tenant's telephone system, data equipment and cabling, keycard access or internet service, all of which shall be performed separately by Tenant, at Tenant's sole cost.

3. **Payment of the Cost of the Landlord Work**. Landlord shall pay the Cost of the Landlord Work. For purposes of this Workletter, the "Cost of the Landlord Work" shall include the direct costs of the Landlord Work plus general conditions (including the labor costs of rubbish removal, security, utilities during construction, hook-ups), the cost of permits, fees of Premier incurred in connection with the preparation of the Building Specifications and Contract Documents. Tenant shall not be liable for any costs associated with or incurred in connection with the Landlord Work unless and until a Change Order (defined below) is executed by Tenant and Landlord at Tenant's request.

4. **Extra Work**. If Tenant shall request any changes to the Landlord Work or any other improvements not shown on the Contract Documents ("Change Orders") that are approved by Landlord (which approval shall not be unreasonably withheld), Landlord shall have any necessary revisions to the Contract Documents prepared at Tenant's sole cost and expense, and Tenant shall reimburse Landlord upon demand for the cost of preparing any such revisions as well as any costs to modify architectural, engineering or space planning drawings. In addition, Landlord shall notify Tenant in writing of Landlord's estimate of the cost of completing the work set forth in the Change Orders ("Excess Cost"). Landlord reserves the right to require Tenant to pay to Landlord the amount of the estimated Excess Cost before continuing with the Landlord Work, and any delay in the completion of the Landlord Work due to a delay by Tenant in making such payment shall be deemed a Tenant Delay (as hereinafter defined). If Tenant fails to pay the amount so demanded by Landlord within five (5) business days after such demand, Landlord reserves the right to withdraw its approval of the applicable Change Order and to proceed with the Landlord Work without regard to any changes encompassed by such Change Order. Furthermore, if upon completion of the Landlord Work, Landlord determines that the Excess Cost in connection with Change Orders exceeds the amount of Excess Cost theretofore paid by Tenant to Landlord (through no fault of Landlord or Premier or subcontractors), Tenant shall, within five (5) business days after

Landlord's demand, pay the balance of the Excess Cost to Landlord. Any delay in the completion of the Landlord Work caused by Change Orders shall be deemed a Tenant Delay.

5. **Delay**. If Landlord shall actually be delayed in substantially completing the Landlord Work as a result of the occurrence of any of the following (a "Tenant Delay"):

(a) Tenant's failure to furnish information in accordance with this Workletter or to respond to any request by Landlord for any approval or information within any reasonable time period prescribed, or if no time period is prescribed, then within five (5) business days of such request; or

(b) Tenant's request for materials, finishes or installations that have long lead times after having first been informed by Landlord that such materials, finishes or installations will cause a delay (other than materials, alterations or finishes already contemplated under the Building Specifications or the Contract Documents); or

(c) Change Orders or any other changes in the approved Contract Documents requested by Tenant; or

(d) The performance or nonperformance by a person or entity employed by on or behalf of Tenant in the completion of any work in the Premises (all such work and such persons or entities being subject to prior approval of Landlord); or

(e) Any written request by Tenant that Landlord delay the completion of any component of the Landlord Work; or

(f) Any breach or default by Tenant in the performance of Tenant's obligations under this Lease; or

(g) Tenant's failure to pay any amounts as and when due under this Workletter (including, without limitation, Tenant's Costs); or

(h) Any delay resulting from Tenant's having taken possession of the Premises for any reason prior to substantial completion of the Landlord Work; or

(i) Any other delay caused by Tenant, its agents, employees or independent contractors;

then, for purposes of determining the Commencement Date, the date of substantial completion shall be deemed to be the day that the Landlord Work would have been substantially completed absent any such Tenant Delay. The Landlord Work shall be deemed to be substantially completed on the date that the Landlord Work has been performed (or would have been performed absent any Tenant Delay), except for any details of construction, mechanical adjustment or any other matter, the noncompletion of which does not materially interfere with Tenant's use of the Premises ("Punchlist Items"). Except as hereinafter provided, the adjustment of the Commencement Date shall be Tenant's sole remedy, in lieu of any other legal or equitable remedy, that Tenant might otherwise have against Landlord by reason of the Premises not being ready for occupancy by Tenant by any certain date. Promptly after the determination of the Commencement Date, Landlord and Tenant shall execute a written confirmation setting forth the Commencement Date, the Expiration Date and any other dates that are affected by the adjustment of the Commencement Date. Such written confirmation shall also identify Punchlist Items as reasonably determined by Landlord and Tenant which Punchlist Items Landlord shall remedy and complete within

sixty (60) days after the Commencement Date, excluding long lead items first shown in Change Orders and any items for which Landlord is delayed by a force majeure event.

6. **Tenant's Entry Prior to Commencement Date**. Landlord shall permit Tenant and Tenant's agents, suppliers, contractors and workmen to enter the Premises commencing on November 17, 2018, either at a time scheduled by Premier or at a time which would not otherwise interfere with or delay the performance of the Landlord Work, in order to enable Tenant to install its racking, fixtures and equipment and operate its business at the Premises. The foregoing license to enter prior to the Commencement Date, however, is conditioned upon Tenant's labor not materially interfering with Landlord's timely completion of the Landlord Work. If at any time such entry shall cause material disharmony, interference or union disputes of any nature whatsoever, this license may be withdrawn by Landlord immediately upon written notice to Tenant. Such entry shall be deemed to be under and subject to all of the terms, covenants and conditions of the Lease, and Tenant shall comply with all of the provisions of the Lease which are the obligations or covenants of the Tenant, except that the obligations to pay Rent shall not commence until otherwise stated in the Lease. Tenant's contractors engaged to perform any such installation work shall be contractors or employees, shall be subject to Landlord's prior written approval (not to be unreasonably withheld) and shall satisfy Landlord's insurance requirements before commencing any work. Landlord shall not charge Tenant for such access other than an equitable allocation of general condition costs.

7. **Miscellaneous**.

(a) Time is of the essence under this Workletter.

(b) With respect to any amounts owed by Tenant hereunder and not paid when due or Tenant's failure to perform its obligations hereunder, Landlord shall have all the rights and remedies granted to Landlord under the Lease for nonpayment by Tenant of any amounts owed under the Lease or failure by Tenant to perform its obligations under the Lease.

8. **Tenant's Work**.

(a) Subject to the provisions hereof, Tenant shall, at its expense (subject to the provisions of paragraph (j), below), cause the construction and installation of all improvements to the Premises (the "Tenant Improvements") in accordance with detailed architectural and engineering plans, working drawings, and material specifications for the Premises (the "Plans and Specifications") to be prepared by Tenant's architect, at Tenant's expense (subject to the provisions of paragraph (j), below), and as necessary to permit Tenant to occupy same and conduct normal business operations (such Tenant Improvements being referred to herein as "Tenant's Work"). Tenant's architect and engineer shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld. If Tenant elects to retain Landlord's architect and/or engineer, such architect and/or engineer shall nonetheless be considered to be Tenant's agent(s) for purposes of this Workletter. In addition to the Tenant's Work described above, the Plans and Specifications shall include the demising wall for the Premises, which demising wall work shall be at Landlord's expense and not a part of the Tenant Improvement Allowance described below.

(b) Tenant agrees to furnish to Landlord at Tenant's expense within thirty (30) days from the date of the Lease the Plans and Specifications. The Plans and Specifications shall be subject to Landlord's review and approval. Landlord shall accept or notify Tenant of its objections to the Plans and Specifications within ten (10) business days after receipt thereof. If Landlord requires more than ten (10) business days to approve the Plans and Specifications,

Landlord shall not be deemed to be in default hereunder or otherwise liable in damages to Tenant. Should Tenant fail to submit the Plans and Specifications within the time period set forth above, or should Tenant fail to make any modifications Landlord may require within fifteen (15) days of notice thereof, then either such event shall be deemed to be a Tenant Delay. Notwithstanding Landlord's review and approval of the Plans and Specifications, Landlord assumes no responsibility whatsoever, and shall not be liable, for the manufacturer's, architect's, or engineer's design or performance of any structural, mechanical, electrical, or plumbing systems or equipment of Tenant.

(c) Once Landlord approves the Plans and Specifications, Tenant shall, within five (5) days, provide Landlord with three (3) sets of the Plans and Specifications which shall be signed and dated by both parties, with two sets retained by Landlord and one set retained by Tenant (and any changes to the Plans and Specifications shall be made only by written addendum signed by both parties).

(d) Tenant shall use only licensed contractors and subcontractors approved in writing by Landlord to complete the construction and installation of Tenant's Work. Prior to commencing construction, Tenant shall provide to Landlord certificates of insurance evidencing that Tenant has the required commercial general liability insurance required of Tenant under the Lease. In addition, prior to selecting the contractor, Tenant shall provide to Landlord certificates of insurance evidencing that Tenant's general contractor has in effect (and shall maintain at all times during the course of the work hereunder) workers' compensation insurance to cover full liability under workers' compensation laws of the State in which the Premises is located with employers' liability coverage; commercial general liability and builder's risk insurance for the hazards of operations, independent contractors, products and completed operations (for two (2) years after the date of acceptance of the work by Landlord and Tenant); and contractual liability specifically covering the indemnification provision in the construction contract, such commercial general liability to include broad form property damage and afford coverage for explosion, collapse and underground hazards, and "personal injury" liability insurance and an endorsement providing that the insurance afforded under the contractor's policy is primary insurance with respect to Landlord and Tenant and that any other insurance maintained by Landlord or Tenant is excess and non-contributing with the insurance required hereunder, provided that such insurance may be written through primary or umbrella insurance policies with a minimum policy limit of $2,000,000.00. Landlord and Tenant are to be included as an additional insured for insurance coverages required of the general contractor. Tenant shall inform its contractor, subcontractors, and material suppliers that Landlord's interest in the Premises and the Building shall not be subject to any lien to secure payment for work done or materials supplied to the Premises on Tenant's behalf. All inspections and approvals necessary and appropriate to complete Tenant's Work in accordance with the Plans and Specifications and as necessary to obtain a certificate of use and occupancy as hereinafter provided are the responsibility of Tenant and its general contractor. Tenant shall arrange a meeting prior to the commencement of construction between Landlord and Tenant's contractors for the purpose of organizing and coordinating the completion of Tenant's Work. Prior to the commencement of Tenant's Work, Tenant shall cause the general contractor to obtain a payment and performance bond equal to the amount of its construction contract in a form reasonably satisfactory to Landlord and guaranteeing the timely performance of Tenant's Work, and further guaranteeing the full and complete payment by or on behalf of Tenant of all costs, charges, and expenses related to Tenant's Work. The cost of the payment and performance bond premium shall be borne by Tenant, but may be paid out of the Tenant Improvement Allowance.

(e) Tenant shall diligently pursue the issuance of the building permit for Tenant's Work and shall commence Tenant's Work (and shall diligently pursue same) upon receipt of the building permit.

(f) "Substantial Completion of Tenant's Work" shall mean that the Premises are approved for use and occupancy by the appropriate governmental authorities as evidenced by the issuance of a certificate of occupancy and that the Premises are in suitable condition for the operation of Tenant's business.

(g) All of Tenant's Work shall be completed in a good and workmanlike manner and shall be in conformity with the applicable building codes, and in accordance with Landlord's construction rules and regulations pertaining to contractors. Upon completion of Tenant's Work, Tenant shall furnish Landlord:

(i) a certificate of use and/or occupancy issued by the appropriate governmental authority and other evidence satisfactory to Landlord that Tenant has obtained the governmental approvals necessary to permit occupancy, together with an AIA form Certificate of Substantial Completion issued by Tenant's architect; and

(ii) a notarized affidavit from Tenant's contractor(s) that all amounts due for work done and materials furnished in completing Tenant's Work have been paid; and

(iii) releases of lien from any subcontractor or material supplier that has given Landlord a Notice to Owner pursuant to Florida law; and

(iv) as-built drawings of the Premises, with a list and description of all work performed by the contractors, subcontractors, and material suppliers.

(h) Any damage to the existing finishes of the Building shall be patched and repaired by Tenant, at its expense, and all such work shall be done to Landlord's satisfaction. If any patched and painted area does not match the original surface, then the entire surface shall be repainted at Tenant's expense. Tenant agrees to indemnify and hold harmless Landlord, its agents, and employees from and against any and all costs, expenses, damage, loss, or liability, including, but not limited to, reasonable attorneys' fees and costs, which arise out of, are occasioned by, or are in any way attributable to the build-out of the Premises by Tenant pursuant to this Work Letter. Tenant, at its expense, shall be responsible for the maintenance, repair, and replacement of any and all items constructed by Tenant's contractor.

(i) Tenant shall not alter the existing fire alarm system in the Building (if any). The Plans and Specifications shall include detailed drawings and specifications for the design and installation of Tenant's fire alarm system for the Premises. Such system shall meet all appropriate building code requirements, and shall, at Tenant's expense, be integrated into Landlord's fire alarm system for the Building. Landlord's electrical contractor and/or fire alarm contractor shall, at Tenant's expense, make all final connections between Tenant's and Landlord's fire alarm systems. Tenant shall insure that all work performed on the fire alarm system shall be coordinated at the job site with Landlord's representative.

(j) Landlord will provide Tenant with an allowance (the "Tenant Improvement Allowance") as against the cost of the improvements to the Premises and as against the fees and costs incurred with respect to preparation of the Plans and Specifications for the Premises and permit fees, and a construction coordination fee payable to Landlord equal to the lesser of (i) the

actual cost of the construction of the Tenant Improvements, as well as architectural and engineering fees and permit fees and the construction coordination fee, or (ii) One Million Seven Hundred Fifty Thousand and No/100 Dollars ($1,750,000.00). No disbursement of the Tenant Improvement Allowance shall be made for materials not yet incorporated into the Improvements (whether stored on-site or off-site). Any and all costs for the construction of the Premises above the Tenant Improvement Allowance ("Tenant's Costs") shall be paid by Tenant to the applicable contractors, subcontractors, and material suppliers.

The Tenant Improvement Allowance shall be paid by Landlord to Tenant in a series of draws, based upon requests for payment submitted by Tenant not more than monthly and no later than the 20th of the month. Each request for payment is to be sent to Gerard Sablich (Tassi and Company, 152 East Main Street, Lake Zurich, Illinois 60047) with electronic copy to Brian Latta (blatta@bridgedev.com) and Amy McMurray (amcmurray@bridgedev.com). Each request for payment shall be accompanied by a certification by the architect that all work up to the date of the request for payment has been substantially completed, along with the items required under subsection (k), below, for work done or materials furnished up to the date of Tenant's request for payment. The Tenant representative will walk the site with the Landlord and a representative from the Landlord's lender to review the pay application and answer any questions. Upon receipt of a complete application (including necessary back-up documentation) thereof, Landlord shall pay to Tenant, within fifteen (15) days after approval of such items by Landlord, the total cost of the Tenant's Work (less ten (10%) percent of each payment to be retained by Landlord pending final completion). Upon final completion of the Tenant's Work and receipt by Landlord of the items required under subsection (g), above, and subsection (k) below, plus reasonable evidence indicating that all of Tenant's Costs have been paid, and Tenant's delivery of an estoppel certificate pursuant to Section 6.2 of the Lease, Landlord shall pay to Tenant within fifteen (15) days the remaining Tenant Improvement Allowance, plus the retainage (provided, however, that the retainage will not be released by Landlord until all punchlist items have been completed).

(k) In addition to the certification by the architect that all work up to the date of the request for payment has been substantially completed, each request for payment shall be accompanied by the following items:

(i) a draw request certification from the contractor covering the requested disbursement in the form of AIA Form G702 and G703 or an equivalent form acceptable to Landlord (with contractor's sworn statement and application for payment attached thereto);

(ii) copies of conditional and unconditional partial lien waivers or releases of lien for all lienable work done and materials delivered;

(iii) a list of soft costs to be paid from the requested disbursement, and copies of invoices for each item of soft costs;

(iv) to the extent not previously delivered to Landlord, copies of all permits required under applicable legal requirements for the construction of the Tenant Improvements as of the date of the requested disbursement; and

(v) upon Landlord's request and to the extent not previously delivered to Landlord, copies of all subcontracts, provided that Tenant shall at all times make copies of all subcontracts available at the Property for inspection and review by Landlord and Landlord's lender.

Tenant shall receive no credit or payment for any unused portion of the Tenant Improvement Allowance, except that:

(vi) Tenant may elect to use up to One Hundred Thousand and No/100 Dollars ($100,000.00) of any unused portion of the Tenant Improvement Allowance to cover Tenant's costs of moving into the Premises.

(vii) Tenant may elect to use up to Three Hundred Forty Thousand Eight Hundred Ninety-Four and No/100 Dollars ($340,894.00) of any unused portion of the Tenant Improvement Allowance toward the cost of racking. The request for such payment shall be accompanied by copies of invoices and unconditional lien waivers or release of lien for all lienable work done and materials delivered in connection with such work.

For clarification purposes, in no event shall the total sum of the amount disbursed by Landlord to pay for the Tenant Improvements, the One Hundred Thousand and No/100 Dollars ($100,000.00) to cover Tenant's moving expenses, and the up to Three Hundred Forty Thousand Eight Hundred Ninety-Four and No/100 Dollars ($340,894.00) Tenant may use toward the cost of racking exceed One Million Seven Hundred Fifty Thousand and No/100 Dollars ($1,750,000.00).

Schedule B-1

Building Specifications

{see attached}

BRIDGE
DEVELOPMENT
PARTNERS, LLC

BRIDGE POINT RIVERBEND

221,542 SF
FORT LAUDERDALE, FL



GENERAL BUILDING SPECIFICATIONS

APRIL 27, 2017

PREMIER
DESIGN + BUILD NATIONAL

B-9

GENERAL PROJECT DESCRIPTION

PROJECT TITLE:	Bridge Point Riverbend
LOCATION:	Fort Lauderdale, FL
BUILDING TYPE:	Tilt-Up Industrial Distribution Facility
SIZE:	221,542 sf
BUILDING CLEAR HEIGHT:	32'-0"
EXTERIOR TRUCK DOCKS:	44
DRIVE-IN DOORS:	3
SITE AREA:	+/- 11.65 Acres
EXTERIOR WALL MATERIAL:	Tiltup and Glass
BRIEF PROJECT DESCRIPTION:	A speculative facility of approximately 221,542 SF located on approximately 11.65 acre parcel at 2201 W. Broward Blvd., Fort Lauderdale, FL

APPLICABLE PROJECT DOCUMENTS:

PER EXHIBIT B

THE CURRENT DRC PLANS OUTLINE THE CONSTRUCTION OF AN ADJACENT SITE. PDB NATIONAL HAS NOT INCLUDED THE COSTS ASSOCIATED WITH THE CONSTRUCTION, DEMOLITION, MASS AND FINE GRADING, WATER, SEWER, ETC. TO ACCOMMODATE THE ADJACENT SITE REFERENCED IN THE DRC SET AS PARCEL A4 AS PART OF THE PROPOSED SUBDIVIDING OF THE CURRENT PARCEL.

DIVISION 1 – GENERAL CONDITIONS AND GENERAL REQUIREMENTS

1-001 LAYOUT

Surveying, for the purpose of performing the Work, shall be provided. Upon completion of the project, surveying of the site work shall be conducted for the production of the as-built documents.

1-003 FIELD SUPERVISION

Full-time supervision shall be provided to oversee on-site work until substantial project completion. The on-site supervisor shall be experienced and familiar with the specified materials and systems and shall be responsible for adequately planning and executing the fieldwork. This shall include scheduling and coordinating subcontractors on the job site, maintaining on-site records required by governmental authorities, and monitoring the completed work for compliance with the contract drawings and specifications. The on-site supervisor shall be present for required inspections.

1-099 PROJECT MANAGEMENT

Premier Design + Build National, LLC shall designate a Project Manager to be responsible for the work of this project including the following: issuing notices and communication affecting the project on a timely basis; interfacing the project with the design team, local and state building and regulatory authorities; managing the work of his own forces and selected subcontractors; and coordinating and implementing any changes in the work into the design and construction of the project. The Project Manager shall have full authority to make decisions for and represent Premier Design + Build National, LLC's interest in matters related to costs, schedule and execution of the work.

1-012 TEMPORARY JOBSITE TRAILER AND UTILITIES

A jobsite trailer shall be located at the jobsite. Temporary utilities/services for the trailer shall be furnished by the Contractor as necessary.

1-046 PERMITS, LICENSING AND FEES

The proper authorities shall be given notices as required by law relative to the construction work for this project. Contractor's licenses required for construction shall be applied for and paid for by Premier Design + Build National, LLC. PDBG shall assist Architect as necessary to apply for the required Building Permits, and Site Permits. Owner shall be responsible for paying for the Building Permit, Engineering Fees, Impact Fees, Water Tap, Sanitary Tap fees, etc.

1-048 INSURANCE

THE FOLLOWING INSURANCE COVERAGE SHALL BE MAINTAINED FOR THE PROJECT:

INSURANCE TYPE	LIMIT
Workmen's Compensation	As required by law
Auto Liability	$1,000,000
General Liability	$2,000,000
Umbrella	$15,000,000.
Builders' Risk (for above ground work)	Value of Above ground work

1-049 PERMANENT TELEPHONE AND ELECTRIC UTILITIES

New telephone and electric services shall be provided for by the utility companies. Participation by Ownership shall be required for execution of the service agreement documents and payment of any service or excess utility charges, if applicable.

PREMIER DESIGN + BUILD
NATIONAL, LLC

1-052 CLEAN UP

The premises shall be kept free from excessive accumulations of waste materials and/or rubbish, which shall be removed from the building and construction site, as necessary. At the completion of the project, debris, tools, scaffolding and surplus materials shall be removed. The warehouse shall be left in a "broom-clean" condition.

1-058 QUALITY ASSURANCE

A Quality Assurance program shall be implemented for this project. This program shall focus on establishing guidelines necessary to insure that the final finished project meets or exceeds the required performance and quality standards identified for the facility. This program shall include requirements for Client Project Status Meetings, Job Site Construction Meetings, Daily Field Reporting, Material and Design Submittal Requirements and Code Analysis, Material Testing and Special Inspections for facets of work requiring them.

1-070 SAFETY PROGRAM

A written safety program has been established by Premier Design + National, LLC to protect and minimize exposure to injury for individuals working on or near this project. Required OSHA safety signage shall be appropriately posted and hard-hat use shall be required on the job site.

1-082 PROJECT DRAWINGS AND CLOSEOUT DOCUMENTATION

The Owner shall subcontract with licensed design professionals to generate Civil, Landscape, Architectural and Structural drawings. Premier Design + Build National, LLC shall subcontract with licensed design professionals to generate Mechanical, Electrical, Plumbing, Fire Protection and Fire Alarm drawings and corresponding specifications. These drawings shall be used to both obtain a permit and complete construction.

At the completion of the project, two (2) complete sets of red-lined drawings (Civil, Landscape, Architectural and Structural) shall be provided to the Architect for their use in creating record drawings. Mechanical, Electrical, Plumbing, Fire Protection and Fire Alarm as-builts will be provided by Premier Design + Build National, LLC. In addition, two (2) complete sets of operations manuals and the name, address and phone number of each subcontractor and vendor shall also be provided.

1-099 GUARANTEES

Materials and equipment incorporated into this project shall be new. Premier Design + Build National, LLC shall guarantee work to be free from defects of workmanship and materials for one (1) year. A roofing manufacturer's standard ten (10) year warranty shall be provided to the Owner at the completion of the project.

DIVISION 2 – SITE WORK

2-200 GRADING & EARTHWORK

Work will be performed that is necessary to mass excavate, and fine grade the site, based upon the assumption that the site has suitable, compactable material. Mass grading work shall include, but shall not be limited to, clearing and grubbing, filling, constructing the building pads, cutting the parking lots, truck docks and green areas to design elevations utilizing onsite and import material. Fine grading shall consist of final preparation of the mass graded site to complete the floor slabs, pavement areas, green spaces, etc. to their final design grades.

Earthwork within the construction areas shall be observed, tested and approved by an independent soils engineer provided by Premier Design + Build National, LLC. Any structural fill areas shall be compacted as recommended by the Geotechnical Engineer. Cut areas below pavement and slab on-grade shall pass a proof-roll witnessed and approved by the onsite Geotechnical Engineer's representative.

Other costs associated with remediation of dumping or subsurface materials are not included at this time.

Granular material shall be placed below exterior pavements as defined in the construction drawings.

2-500 BITUMINOUS PAVING AND STRIPING

Work necessary to furnish and install bituminous driveways and parking areas as shown on the scope drawing shall be provided. Areas designated for car traffic shall consist of a 1½" thick bituminous mat over a base of 8" compacted stone. Areas designated for truck traffic shall consist of a 2" thick bituminous mat over a 12" base of compacted stone. Bituminous mats shall be installed in two (2) lifts and in accordance with the recommendations of the independent testing agency. Bituminous pavement shall be striped to indicate parking stalls, median lines, traffic control features and handicapped parking locations. Signage and markings shall be provided as defined in the construction drawings.

2-600 SITE FENCING/DUMPSTER ENCLOSURE

A tilt-up concrete dumpster enclosure shall be provided.

2-700 EXTERIOR UNDERGROUND UTILITIES

WATER MAIN SYSTEM

Water service shall be provided from the main located along NW 22nd Avenue and installed as defined on the drawings. The fire sprinkler riser and fire pump room shall be located along the truck dock side of Building approximately in the center. The fire water service line shall be DIP conforming to Broward County Minimum Design and Construction Standards, buried to the depth from finished grade required by code and tested to the appropriate pressure.
A 2" water service separated outside of the building shall be provided for domestic water needs at the building.

SANITARY SEWER SYSTEM

Sanitary sewer service shall be provided originating at approximately the center of the facility. The sanitary mains shall be gravity fed on-site and shall connect to the existing pump station within NW 25th Avenue.

STORM SEWER SYSTEM

The on-site storm sewer system shall satisfy current surface water requirements. The storm sewer system will consist of HDPE with catch basins and manholes as required by code. Catch basins shall have heavy-duty grates. Exfiltration trenches shall be provided as required for quantity and quality as identified in the preliminary civil plans outlined in exhibit "B".

2-900 LANDSCAPING/RETAINING WALLS/IRRIGATION

Landscape trees, shrubs, seed, and irrigation are included. The irrigation controller shall be located in the fire protection/plumbing room.

DIVISION 3 – CONCRETE

3-005 FOUNDATIONS

GENERAL CHARACTERISTICS OF *FOUNDATION SYSTEM:*

COMPRESSIVE CONCRETE STRENGTH:	3,000 PSI
PERIMETER FOUNDATION TYPE:	BANK POUR TRENCH FOUNDATION
PERIMETER FOUNDATION WIDTH:	30" WIDTH OR AS DESIGNED
PERIMETER FOUNDATION DEPTH:	12" DEEP OR AS DESIGNED
PERIMETER FOUNDATION REINFORCEMENT:	AS DESIGNED
INTERIOR FOUNDATION TYPE:	BANK POUR ISOLATED FOUNDATION
INTERIOR FOUNDATION SIZE:	PER DESIGN
INTERIOR FOUNDATION DEPTH	2' DEPTH OR AS DESIGNED
INTERIOR FOUNDATION REINFORCEMENT:	AS DESIGNED

****FOUNDATIONS SHALL BE SIZED TO ACCOMMODATE UPLIFT****

3-007 INTERIOR CONCRETE

GENERAL CHARACTERISTICS OF *INTERIOR WAREHOUSE SLABS:*

COMPRESSIVE CONCRETE STRENGTH:	4,000 PSI
CONCRETE THICKNESS:	6"
REINFORCEMENT:	6x6 – W2.1 x W2.1 WWF
FINISHING METHOD:	LASER SCREED
FINISH:	HARD TROWEL
CONSTRUCTION JOINTS:	DOWELED
CONTROL JOINTS:	NOT TO EXCEED 15' O.C. (USING "SOFF CUT" METHOD)
FLOOR FLATNESS/FLOOR LEVELNESS:	40FF / 30FL (MINIMUMS)

BOND BREAKER/CURING COMPOUND:	NONCRETE OR EQUAL
GUIDELINES:	ACI and ASTM criteria

3-008 EXTERIOR FLATWORK

GENERAL CHARACTERISTICS OF *TRUCK DOCK SLABS:*

COMPRESSIVE CONCRETE STRENGTH:	4,000 PSI
CONCRETE THICKNESS:	6"
REINFORCEMENT:	UNREINFORCED
PLACEMENT METHOD:	LASER SCREED
FINISH:	BROOM

GENERAL CHARACTERISTICS OF *SIDEWALKS AND MISCELLANEOUS SLABS:*

COMPRESSIVE CONCRETE STRENGTH:	3,000 PSI
THICKNESS:	4"
REINFORCEMENT:	UNREINFORCED
FINISH:	BROOM FINISH

3-009 EXTERIOR CURBS

GENERAL CHARACTERISTICS OF *EXTERIOR CURBWORK:*

COMPRESSIVE CONCRETE STRENGTH:	3,000 PSI
TYPE:	AS SPECIFIED ON PLANS
REINFORCEMENT:	AS DESIGNED
PLACEMENT METHOD:	SLIP FORMED

DIVISION 4 – TILT UP CONCRETE WALL PANEL AND MASONRY

4-400 TILT-UP CONCRETE WALL PANELS

The exterior building material shall consist of load bearing cast-on-site, un-insulated, concrete wall panels. The structural design of the wall panels will be provided by the tilt-wall subcontractor. The interior side of the walls in the warehouse shall be exposed float finish concrete. Leave-outs for openings and clear heights shall be accommodated for as required to meet the intent of the Architect's design. Fire pump and electrical rooms shall be constructed out of concrete panels and rated as required by code.

DIVISION 5 – METALS

5-060 STRUCTURAL STEEL

The general construction shall utilize beams or joist girders, tube columns, wide-flange columns, bar joists, and wide-rib metal decking. The typical interior bay sizes shall be approximately 54'-0" x 51'-0" with the end bays adjusted accordingly to meet the length and width of the proposed building. Speed

bays shall be 60' deep. An intended clear-height of 32'-0" A.F.F., shall be measured to the underside of the lowest structural member.

The roof framing structure, including joists, beams and columns shall be shop prime painted gray. The metal roof deck shall be shop prime painted white.

5-999 MISCELLANEOUS METALS
THE FOLLOWING MISCELLANEOUS METALS SHALL BE PROVIDED:

- Galvanized 6" diameter x ¼" thick concrete filled bollards at drive-in doors on the outside of the building, at exterior stair corners, drive-in door ramps, exterior downspouts, FPL transformer
- Z-Track guards for overhead doors and drive-in-door interiors
- Galvanized roof access ladder with lockable gate
- Galvanized steel exterior hand rails at drive-in door ramps and stairs
- Galvanized embedded vertical angle at edge of overhead door openings
- Galvanized embedded angles at horizontal slab on grade at overhead door openings and drive-in-doors
- Galvanized embedded channel steel for dock bumper installation

DIVISION 6 – CARPENTRY

6-100 CARPENTRY
Miscellaneous carpentry, including but not limited to installation of hollow metal frames, doors and hardware, provide wood blocking for the roofing system. Provide and install fire extinguishers as required.

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

7-200 ROOFING SYSTEM
The roof shall be a single ply 45-mil mechanically fastened TPO roofing system with one layer of Polyisocyanurate insulation to provide a complete roof assembly of a R-Value of 10 (R-10). Gutters and downspouts shall be provided at the docks for roof drainage. Roof edge fascia will be prefinished clad metal (standard color). Other flashings will be galvanized metal.

A manufacturer's standard ten (10) year warranty shall be provided for the roofing system.

7-900 CAULKING AND JOINT SEALANTS
The tilt-up concrete wall panel joints shall be caulked with a paintable sealant on the outside of the facility. Backer-rod shall be installed to allow for a proper joint thickness and finish.

Glass and glazing systems shall be caulked per the manufacturer requirements.

DIVISION 8 – DOORS AND WINDOWS

8-100 HOLLOW METAL DOORS, FRAMES AND HARDWARE

Warehouse hollow metal doors shall be 3'-0" x 7'-0", 18-gauge hollow metal face. The fire pump and electrical room hollow metal doors shall be 4'-0" x 7'-0", 18-gauge hollow metal face. Frames shall be welded 16-gauge hollow metal with rubber insert silencers. Grilles or louvers shall be provided in the doors to provide ventilation as required by code.

Door hardware will be lever handle design as manufactured by Schlage, Sargent, Ruswin, Falcon, or equal. A complete keying system allowing doors within a given area to be keyed alike and tied into the building master and grand master system for each building will be furnished. Closers and panic bars shall be provided as required by code.

8-400 OVERHEAD DOORS

Overhead doors shall be steel face sheeting flush panel type and approved by the AHJ. The truck dock doors shall be manual, rope-pull lift type, and the drive-in doors will be provided with powered operators. Exterior doors are to be un-insulated and weather-stripped.

- ✓ Forty Four (44) - 9' x 10' manual lift Dock Doors
- ✓ Three (3) – 12' x 14' power operated Drive-In-Doors

8-500 GLASS AND GLAZING

Glass and glazing for the facilities shall consist for tinted glass panels within clear anodized aluminum framing systems. Impact glass shall be provided as required by code. Clerestory windows shall be provided on the dock side of the facility to allow for natural light into the warehouse. Medium stile double-doors shall be provided at each proposed tenant entry. Glass and glazing to be provided per the preliminary elevations outlined in exhibit "B".

DIVISION 9 – FINISHES

9-500 PAINTING

Exterior tilt-up wall panels will be coated with Texcote, Modac or similar product appropriate for tilt-up concrete wall panels (except at loading dock areas which will not be textured). A color scheme to be generated shall consist of a base color, accent color and accent bands.

THE FOLLOWING METALS SHALL BE PAINTED WITH OIL-BASE PAINT:

- Hollow metal doors
- Hollow metal door frames
- Pipe bollards
- Roof ladders
- Exterior metal railings
- Exterior exposed dock steel angles

DIVISION 10 – SPECIALTIES

10-100 DOCK CANOPIES
A pre-finished +/- 4' deep dock canopy shall be installed above the dock positions. Dock canopies shall drain via scuppers and will be placed between truck positions.

10-600 MONUMENT SIGN
A monument sign is not included at this time.

DIVISION 11 – EQUIPMENT

11-100 DOCK EQUIPMENT
Oversized rubber faced dock bumpers shall be installed at each dock position.

DIVISION 12 – FURNISHINGS AND MISCELLANEOUS
None included or anticipated to be required for this project

DIVISION 13 – SPECIALTIES CONSTRUCTION
None included or anticipated to be required for this project

DIVISION 14 – CONVEYING SYSTEMS
None included or anticipated to be required for this project

DIVISION 15 – MECHANICAL

15-100 FIRE PROTECTION SYSTEM
GENERAL CHARACTERISTICS OF *FIRE SPRINKLER SYSTEM:*

SYSTEM TYPE:	ESFR (EARLY SUPPRESSION FAST RESPONSE)
FIRE/JOCKEY PUMPS:	1 FIRE PUMP (SIZE AS REQUIRED)
HOSE VALVES:	AS REQUIRED BY CODE FOR SPECULATIVE WAREHOUSE CONDITION
HEAD TYPE:	K-17
OTHER FEATURES:	FIRE DEPARTMENT CONNECTION
	BACKFLOW PREVENTER
	FLOW ALARM BELLS
	OTHER REQUIRED COMPONENTS FOR CODE-COMPLIANT SYSTEM

15-300 HEATING AND VENTILATION
HVAC shall consist only of air intake and ventilation of the fire pump and electrical room and 9 gravity in-take louvers. All other future HVAC work shall be contemplated at the time of tenant improvements.

15-200 PLUMBING

STORM

The roof drainage shall be accommodated via sheet draining into a gutter and downspout system located along the truck dock. Downspouts shall be located between dock positions and shall discharge on-grade.

SANITARY

The underslab gravity sanitary lines will be extended to the office bay of the facility and extended approximately the full length of the building to accommodate future office needs. Cleanouts shall be provided as required by code.

WATER

A 1 ½" water line will be run from the domestic water service meter located in the dock utility court and shall be run within the office bay to accommodate the future office area domestic water needs. A convenience hose bib shall also be installed at the fire pump room. Convenience hose bibs will be provided via the irrigation systems.

Valves with "T's" shall be located adjacent to each future tenant on the water line in the roof joists.

DIVISION 16 – ELECTRICAL

16-100 ELECTRICAL SYSTEM

MAIN POWER DISTRIBUTION

A 1600 amp, 277/480 volt, 3-phase, 4-wire electrical service shall be provide. The electrical services shall be set up in the electrical room. Provisions shall be made to allow for a multi-tenant configuration and metering. A house service and meter shall be installed to accommodate the empty shell and site's electrical needs.

POWER TO BUILDING EQUIPMENT AND OUTLETS

The initial house service will have all the initial building components connected to it (interior lighting, exterior lighting, overhead door motors, irrigation system, etc.).

The necessary service, power and connection for the fire pump service shall be provided.

INTERIOR LIGHTING

In general, lighting systems shall be designed and installed using T-5 fixtures. Minimum lighting only as required to satisfy egress requirements for an unoccupied building are included with the shell building. Warehouse lighting shall be controlled at the building electric panel.

Combination exit and emergency lights shall be provided above each exit door as required by code.

16-400 FIRE ALARM

A fully addressable fire alarm panel and control system shall be furnished and installed for a base building empty shell condition. The base building systems shall be designed to accommodate multi-tenant scenarios.

16-520 SITE LIGHTING AND CONDUITS

Parking lot lighting shall be provided for the parking lots and trailer areas by 400-watt wall mounted shoe box fixtures mounted to the tilt-up panels and light poles to accommodate code required lighting levels.

SITE ELECTRICAL RACEWAYS

Conduits raceways for public utility companies shall be provided from the right-of-way to the utility rooms for electrical and communication services. Florida Power & Light will provide the conduit to be installed by the Contractor. Any fees associated with FP&L for service or materials to be installed by Contractor are not included.

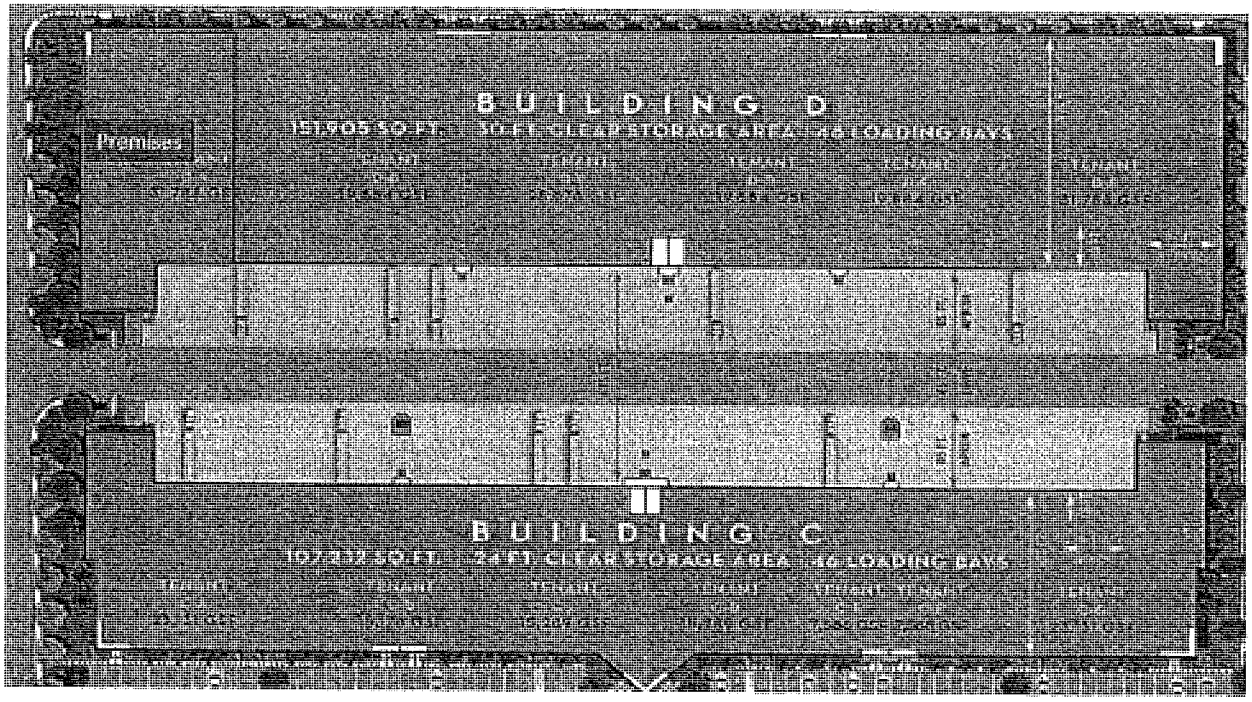
EXCLUSIONS/CLARIFICATIONS

THE FOLLOWING ARE EXCLUDED FROM THIS PROPOSAL:

1. Environmental remediation or wetland mitigation costs.
2. Unsuitable soils, undercuts, buried debris material removal etc.
3. Trash or other debris from illegal dumping prior to execution of Agreement.
4. Factory Mutual Insurance Requirements
5. Special exhaust systems and smoke removal systems
6. All Permit Fees, Impact fees, Bonds, Letters of Credit, Utility Fees or Excess Utility Charges
7. Storm water lift stations
8. Adjacent site and preparation

EXHIBIT "A"

FLOOR PLAN OF EXPANSION PREMISES



43996204;1

IN WITNESS WHEREOF, Landlord and Tenant have executed this Third Amendment as of the day and year first above written.

WITNESSES:

Print name: Eric Matthews

Print name: Anthony Cameron

Print name: Eric Matthews

Print name: Anthony Cameron

Print name:

Print name:

LANDLORD:

HILLSBORO TECHNOLOGY CENTER, LLC,
a Delaware limited liability company

By: Bristol Hillsboro, LLC, a Delaware limited liability company, Its Manager

By: Bristol Industrial II, L.P., a Delaware limited partnership, Its Sole Member and Manager

By: Bristol Investment Company II, LLC, a Delaware limited liability company, Its General Partner

By: _____
Jeffrey S. Kott, Manager

By: _____
Todd J. McLay, Chief Financial Officer

TENANT:

BEDABOX, LLC,
a Florida limited liability company

By: DocuSigned by: Jan Bednar 59588A47EC83486...
Name: Jan Bednar
Title: CEO

43996204;1

Amendment may be executed by facsimile or e-mail signature which shall, for all purposes, serve as an original executed counterpart of this Third Amendment.

modified hereby), shall be coterminous with the expiration date with respect to the Existing Premises, which is July 14, 2023.

7. Base Rent. Commencing on the Expansion Premises Rent Commencement Date, and continuing through the remainder of the Term, the Base Rent for the entire Premises (the Existing Premises and the Expansion Premises) (payable in the manner set forth in the Lease for payments of Base Rent), plus sales tax, shall be as follows:

MONTHS	MONTHLY BASE RENT (NOT INCL. SALES TAX)
5/1/18 – 5/14/18	$13,508.23
5/15/18 - 5/14/19	$50,141.53
5/15/19 - 5/14/20	$51,645.77
5/15/20 - 5/14/21	$53,195.15
5/15/21 - 5/14/22	$54,791.00
5/15/22 - 5/14/23	$56,434.73
5/15/23 - 7/14/23	$58,127.77

8. Additional Rent; Tenant's Share. Commencing on the Expansion Premises Rent Commencement Date, Tenant's Share shall be 28.34% of the Common Area Operating Expenses and 48.37% of the Building Operating Expenses (as defined in Subsections 4.2(a) and 4.2(b) of the Lease, respectively). In addition to the Base Rent set forth above, Tenant shall continue paying Tenant's Share (as revised hereby) of Common Area Operating Expenses and Building Operating Expenses as set forth in Section 4.2 of the Lease.

9. As-Is Delivery. Tenant acknowledges and agrees that Landlord has afforded Tenant the opportunity for full and complete examination and inspection of the Expansion Premises prior to executing this Third Amendment and that, except as expressly set forth below, Landlord shall have no obligation whatsoever to furnish, render, or supply any money, work, labor, fixture, material, decoration, or equipment in order to prepare the Expansion Premises for Tenant's occupancy. Any and all alterations and improvements to Expansion Premises shall be at Tenant's expense and are subject to the provisions of the Lease applicable to alterations, including, without limitation, that the plans and specifications, and the contractors and subcontractors to be used by Tenant, for any such alterations are subject to Landlord's prior written approval.

10. Brokers. Tenant warrants and represents to Landlord that it has not had any dealings with any real estate broker, agent, or finder in connection with the negotiation of this Third Amendment, other than Butters Realty & Management (as Tenant's and Landlords Broker), and that it knows of no other real estate broker, agent, or finder who is or might be entitled to a commission or fee in connection with this Third Amendment. In the event of any such claims from any broker, finder or similar party for brokers' or finders' fees with respect to this Third Amendment, then Tenant shall indemnify, save harmless and defend Landlord from and against such claims.

11. Entire Agreement; No Set-Off. The Lease, as modified by this Third Amendment, sets forth the entire agreement between the Landlord and Tenant concerning the Existing Premises and the Expansion Premises and Tenant's use and occupancy thereof and there are no other agreements or understandings between them. Tenant certifies and affirms that, as of the date hereof, there are no claims, offsets, or breaches of the Lease, or any action or causes of action against Landlord directly or indirectly relating to the Lease.

12. Counterparts; Facsimile. This Third Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. This Third

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this "Third Amendment") is made and entered into as of February 27, 2018, by and between HILLSBORO TECHNOLOGY CENTER, LLC, a Delaware limited liability company ("Landlord") and BEDABOX, LLC, a Florida limited liability company, d/b/a ShipMonk ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Industrial Lease dated August 31, 2016, as amended by that certain Amendment to Lease dated December 20, 2016 and that certain Second Amendment to Lease dated June 30, 2017 (collectively, the "Lease"), whereby Landlord leases to Tenant, and Tenant leases from Landlord, the Premises, as defined in the Lease, consisting of approximately 41,704 rentable square feet, located at 400 Hillsboro Technology Drive, Deerfield Beach, Florida 33441 (the "Existing Premises"); and

WHEREAS, Landlord and Tenant desire to amend and modify the Lease in order for Tenant to lease from Landlord an additional premises in the Building, known as Unit D-A, consisting of approximately 31,787 rentable square feet (the "Expansion Premises"), which Expansion Premises is more particularly described in Exhibit "A", attached hereto and made a part hereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein as if set forth in full.

2. General Provisions. All defined terms in this Third Amendment shall have the same meaning as in the Lease, except as otherwise noted. Except as amended and modified by this Third Amendment, all of the terms, covenants, conditions, and agreements of the Lease shall remain in full force and effect. In the event of any conflict between the provisions of the Lease and the provisions of this Third Amendment, this Third Amendment shall control.

3. Expansion Premises Commencement Date. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Expansion Premises. The "Premises" as used and refered to in the Lease shall be deemed to include the Expansion Premises as of the date of this Third Amendment (the "Expansion Premises Commencement Date"). Although the Expansion Premises Commencement Date is the fixed date set forth above, Tenant's obligations to pay Base Rent, Additional Rent, and any other sums with respect to the Expansion Premises shall not commence until the Expansion Premises Rent Commencement Date, as hereinafter defined.

4. Expansion Premises Rent Commencement Date. Tenant's obligations to pay Base Rent, Additional Rent, and any other sums with respect to the Expansion Premises shall commence on May 15, 2018 (the "Expansion Premises Rent Commencement Date").

5. Square Footage. As of the Expansion Premises Commencement Date, the Premises shall consist of 73,491 rentable square feet.

6. Term of Expansion Premises. The Term with respect to the Expansion Premises shall commence on the Expansion Premises Commencement Date and, unless terminated earlier in accordance with the Lease (as

21. This form was prepared by the undersigned as a complete and correct description of Tenant's proposed operations at the location noted, and the Landlord may rely on this information.

DocuSigned by:
Jan Bednar
59588A47EC83486...

Signature

Jan Bednar

Print Name

11/15/2018

Date

16. Does your business have an Emergency Response or Contingency Plan in place in the event of a chemical incident (please provide a copy) *YES* *NO* X

17. Does your business have any type of Hazardous Materials training program for your employees? (describe briefly): _____

_____

_____

18. Do you have copies of all Material Safety Data Sheets (MSDS) at your facility for the chemicals listed in question #7? (Please provide copies): *YES* *NO*

19. Does your business carry environmental insurance coverage in the event of a chemical incident? *YES* *NO* X

20. Will you be required to make filings and notices or obtain permits as required by Federal and/or State regulations for the operations at the proposed facility? Specifically:

a. SARA Title III Section 312 (Tier II) reports (> 10,000lbs. of hazardous materials STORED at any one time)	*YES*	*NO* X
b. SARA Title III Section 313 (Tier III) Form R reports (> 10,000lbs. of hazardous materials USED per year)	*YES*	*NO* X
c. NPDES or SPDES Stormwater Discharge permit (answer "No" if "No-Exposure Certification" filed)	*YES*	*NO* X
d. RCRA generator of hazardous waste	*YES*	*NO* X

Storage Methods (use all that apply): A) 55 gallon drum; B) 20 gallon drum; C)2-5 gallon pallet/container; D) bulk dry packages; E) cartoned small containers (less than 2 gallons or 10 pounds) on pallets; F) on floor; G) on racks; H)Underground Storage Tank (UST); I) Above Ground Storage Tank (AST); J) other(please describe).

12. Describe any pollution control equipment that will be used at the proposed facility (example: paint spray booth, fume hood, waste water treatment). _____

13.

Will your operations generate any chemical wastes that require special disposal? (example: waste oil, waste solvent)	How will the chemical wastes be stored on-site?	How will the wastes be disposed? (example: recycled, landfilled, incinerated)

14. Does your business have an EPA Hazardous Waste Generator ID Number? *YES* *NO* X

15. What spill prevention and containment measures will be in place for the chemicals and wastes stored at the proposed facility? (describe briefly) _____

11. TENANT CHEMICAL INVENTORY AT PROPOSED FACILITY - (make additional copies, if required). You may exclude small quantities of toner and other office supplies)

Chemicals (by name where available)	What will be the average quantity on the proposed premises?	What will be the maximum quantity on the proposed premises?	What will be the annual quantity used?	How will the chemical be stored?

EXHIBIT D

TENANT OPERATIONS INQUIRY

Tenant Name: ShipMonk

Tenant SIC Code/Description: _____

Property Address: 2201 West Broward Boulevard, Fort Lauderdale, Florida

Property Number/Region: _____

1. Name of Company (if different from above) _____

2. Address (local): _____

   Phone (local) _____

3. Address (corporate): _____

   Phone (corporate) _____

4. What is your business (brief description): Order Fulfillment & Storage of 3rd party goods

5. What operations will you maintain at the proposed facility? All operations, including our office.

6. Has your business received any Notices of Violation of environmental laws from municipal or state agencies regarding operations at your current facility? If so, explain: NO

7. Describe any assembly, manufacturing, machining, painting, printing or mechanical repair activities that will be part of your business operations at the proposed facility: _____

8. Will your employees operate electrical equipment that contains PCB's? *YES* *NO* X

9. Will your business operate one or more Underground Storage Tanks (UST's) at the proposed facility?

   YES *NO* X

10. Will your business operate one or more Aboveground Storage Tanks (AST's) at the proposed facility?

    YES *NO* X

EXHIBIT C

Broom Clean Condition and Repair Requirements

- All walls must be clean and free of holes.
- Overhead door must be free of any broken panels, cracked lumber or dented panels. The overhead door springs, rollers, tracks, motorized door operator, and all other items pertaining to the overhead door must also be in good working condition.
- HVAC system must be in good working order. Filters must be changed, and all thermostats must be in working order. Tenant must supply Landlord with maintenance records.
- All floors (warehouse and office) must be clean and free of excessive dust, dirt, grease, oil and stains.
- Drop grid ceiling must be free of excessive dust from lack of changing filters. (No ceiling tiles may be missing or damaged.)
- All trash must be removed from both inside and outside of the Building.
- All lightbulbs and ballasts must be working.
- All signs in front of Building and on glass entry door and rear door must be removed.
- Hot water heater must work.
- All plumbing fixtures, equipment and drains must be clean and in working order.
- Windows must be clean.
- All mechanical and electrical systems must be in good working condition.

EXHIBIT D

TENANT OPERATIONS INQUIRY

Tenant Name: ShipMonk

Tenant SIC Code/Description: _____

Property Address: 2201 West Broward Boulevard, Fort Lauderdale, Florida

Property Number/Region: _____

1. Name of Company (if different from above) _____

2. Address (local): _____

   Phone (local) _____

3. Address (corporate): _____

   Phone (corporate) _____

4. What is your business (brief description): Order Fulfillment & Storage of 3rd party goods

5. What operations will you maintain at the proposed facility? All operations, including our office.

6. Has your business received any Notices of Violation of environmental laws from municipal or state agencies regarding operations at your current facility? If so, explain: NO

7. Describe any assembly, manufacturing, machining, painting, printing or mechanical repair activities that will be part of your business operations at the proposed facility: _____

8. Will your employees operate electrical equipment that contains PCB's? *YES* *NO* X

9. Will your business operate one or more Underground Storage Tanks (UST's) at the proposed facility?

   YES *NO* X

10. Will your business operate one or more Aboveground Storage Tanks (AST's) at the proposed facility?

    YES *NO* X

11. TENANT CHEMICAL INVENTORY AT PROPOSED FACILITY - (make additional copies, if required). You may exclude small quantities of toner and other office supplies)

Chemicals (by name where available)	What will be the average quantity on the proposed premises?	What will be the maximum quantity on the proposed premises?	What will be the annual quantity used?	How will the chemical be stored?

Storage Methods (use all that apply): A) 55 gallon drum; B) 20 gallon drum; C)2-5 gallon pallet/container; D) bulk dry packages; E) cartoned small containers (less than 2 gallons or 10 pounds) on pallets; F) on floor; G) on racks; H)Underground Storage Tank (UST); I) Above Ground Storage Tank (AST); J) other(please describe).

12. Describe any pollution control equipment that will be used at the proposed facility (example: paint spray booth, fume hood, waste water treatment). _____

13.

Will your operations generate any chemical wastes that require special disposal? (example: waste oil, waste solvent)	How will the chemical wastes be stored on-site?	How will the wastes be disposed? (example: recycled, landfilled, incinerated)

14. Does your business have an EPA Hazardous Waste Generator ID Number? *YES* *NO* X

15. What spill prevention and containment measures will be in place for the chemicals and wastes stored at the proposed facility? (describe briefly) _____

16. Does your business have an Emergency Response or Contingency Plan in place in the event of a chemical incident (please provide a copy) *YES* *NO* X

17. Does your business have any type of Hazardous Materials training program for your employees? (describe briefly): _____

18. Do you have copies of all Material Safety Data Sheets (MSDS) at your facility for the chemicals listed in question #7? (Please provide copies): *YES* *NO*

19. Does your business carry environmental insurance coverage in the event of a chemical incident? *YES* *NO* X

20. Will you be required to make filings and notices or obtain permits as required by Federal and/or State regulations for the operations at the proposed facility? Specifically:

a. SARA Title III Section 312 (Tier II) reports (> 10,000lbs. of hazardous materials STORED at any one time)	*YES*	*NO* X
b. SARA Title III Section 313 (Tier III) Form R reports (> 10,000lbs. of hazardous materials USED per year)	*YES*	*NO* X
c. NPDES or SPDES Stormwater Discharge permit (answer "No" if "No-Exposure Certification" filed)	*YES*	*NO* X
d. RCRA generator of hazardous waste	*YES*	*NO* X

21. This form was prepared by the undersigned as a complete and correct description of Tenant's proposed operations at the location noted, and the Landlord may rely on this information.

DocuSigned by:
Jan Bednar
59588A47EC83486...

Signature

Jan Bednar

Print Name

11/15/2018

Date

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this "Third Amendment") is made and entered into as of February 27, 2018, by and between HILLSBORO TECHNOLOGY CENTER, LLC, a Delaware limited liability company ("Landlord") and BEDABOX, LLC, a Florida limited liability company, d/b/a ShipMonk ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Industrial Lease dated August 31, 2016, as amended by that certain Amendment to Lease dated December 20, 2016 and that certain Second Amendment to Lease dated June 30, 2017 (collectively, the "Lease"), whereby Landlord leases to Tenant, and Tenant leases from Landlord, the Premises, as defined in the Lease, consisting of approximately 41,704 rentable square feet, located at 400 Hillsboro Technology Drive, Deerfield Beach, Florida 33441 (the "Existing Premises"); and

WHEREAS, Landlord and Tenant desire to amend and modify the Lease in order for Tenant to lease from Landlord an additional premises in the Building, known as Unit D-A, consisting of approximately 31,787 rentable square feet (the "Expansion Premises"), which Expansion Premises is more particularly described in Exhibit "A", attached hereto and made a part hereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein as if set forth in full.

2. General Provisions. All defined terms in this Third Amendment shall have the same meaning as in the Lease, except as otherwise noted. Except as amended and modified by this Third Amendment, all of the terms, covenants, conditions, and agreements of the Lease shall remain in full force and effect. In the event of any conflict between the provisions of the Lease and the provisions of this Third Amendment, this Third Amendment shall control.

3. Expansion Premises Commencement Date. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Expansion Premises. The "Premises" as used and refered to in the Lease shall be deemed to include the Expansion Premises as of the date of this Third Amendment (the "Expansion Premises Commencement Date"). Although the Expansion Premises Commencement Date is the fixed date set forth above, Tenant's obligations to pay Base Rent, Additional Rent, and any other sums with respect to the Expansion Premises shall not commence until the Expansion Premises Rent Commencement Date, as hereinafter defined.

4. Expansion Premises Rent Commencement Date. Tenant's obligations to pay Base Rent, Additional Rent, and any other sums with respect to the Expansion Premises shall commence on May 15, 2018 (the "Expansion Premises Rent Commencement Date").

5. Square Footage. As of the Expansion Premises Commencement Date, the Premises shall consist of 73,491 rentable square feet.

6. Term of Expansion Premises. The Term with respect to the Expansion Premises shall commence on the Expansion Premises Commencement Date and, unless terminated earlier in accordance with the Lease (as

modified hereby), shall be coterminous with the expiration date with respect to the Existing Premises, which is July 14, 2023.

7. Base Rent. Commencing on the Expansion Premises Rent Commencement Date, and continuing through the remainder of the Term, the Base Rent for the entire Premises (the Existing Premises and the Expansion Premises) (payable in the manner set forth in the Lease for payments of Base Rent), plus sales tax, shall be as follows:

MONTHS	MONTHLY BASE RENT (NOT INCL. SALES TAX)
5/1/18 – 5/14/18	$13,508.23
5/15/18 - 5/14/19	$50,141.53
5/15/19 - 5/14/20	$51,645.77
5/15/20 - 5/14/21	$53,195.15
5/15/21 - 5/14/22	$54,791.00
5/15/22 - 5/14/23	$56,434.73
5/15/23 - 7/14/23	$58,127.77

8. Additional Rent; Tenant's Share. Commencing on the Expansion Premises Rent Commencement Date, Tenant's Share shall be 28.34% of the Common Area Operating Expenses and 48.37% of the Building Operating Expenses (as defined in Subsections 4.2(a) and 4.2(b) of the Lease, respectively). In addition to the Base Rent set forth above, Tenant shall continue paying Tenant's Share (as revised hereby) of Common Area Operating Expenses and Building Operating Expenses as set forth in Section 4.2 of the Lease.

9. As-Is Delivery. Tenant acknowledges and agrees that Landlord has afforded Tenant the opportunity for full and complete examination and inspection of the Expansion Premises prior to executing this Third Amendment and that, except as expressly set forth below, Landlord shall have no obligation whatsoever to furnish, render, or supply any money, work, labor, fixture, material, decoration, or equipment in order to prepare the Expansion Premises for Tenant's occupancy. Any and all alterations and improvements to Expansion Premises shall be at Tenant's expense and are subject to the provisions of the Lease applicable to alterations, including, without limitation, that the plans and specifications, and the contractors and subcontractors to be used by Tenant, for any such alterations are subject to Landlord's prior written approval.

10. Brokers. Tenant warrants and represents to Landlord that it has not had any dealings with any real estate broker, agent, or finder in connection with the negotiation of this Third Amendment, other than Butters Realty & Management (as Tenant's and Landlords Broker), and that it knows of no other real estate broker, agent, or finder who is or might be entitled to a commission or fee in connection with this Third Amendment. In the event of any such claims from any broker, finder or similar party for brokers' or finders' fees with respect to this Third Amendment, then Tenant shall indemnify, save harmless and defend Landlord from and against such claims.

11. Entire Agreement; No Set-Off. The Lease, as modified by this Third Amendment, sets forth the entire agreement between the Landlord and Tenant concerning the Existing Premises and the Expansion Premises and Tenant's use and occupancy thereof and there are no other agreements or understandings between them. Tenant certifies and affirms that, as of the date hereof, there are no claims, offsets, or breaches of the Lease, or any action or causes of action against Landlord directly or indirectly relating to the Lease.

12. Counterparts; Facsimile. This Third Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. This Third

Amendment may be executed by facsimile or e-mail signature which shall, for all purposes, serve as an original executed counterpart of this Third Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Third Amendment as of the day and year first above written.

WITNESSES:

Print name: Eric Walchus

Print name: Anthony Cameron

Print name: Eric Walchus

Print name: Anthony Cameron

Print name:

Print name:

LANDLORD:

HILLSBORO TECHNOLOGY CENTER, LLC,
a Delaware limited liability company

By: Bristol Hillsboro, LLC, a Delaware limited liability company, Its Manager

By: Bristol Industrial II, L.P., a Delaware limited partnership, Its Sole Member and Manager

By: Bristol Investment Company II, LLC, a Delaware limited liability company, Its General Partner

By: _____
Jeffrey S. Kott, Manager

By: _____
Todd J. McLay, Chief Financial Officer

TENANT:

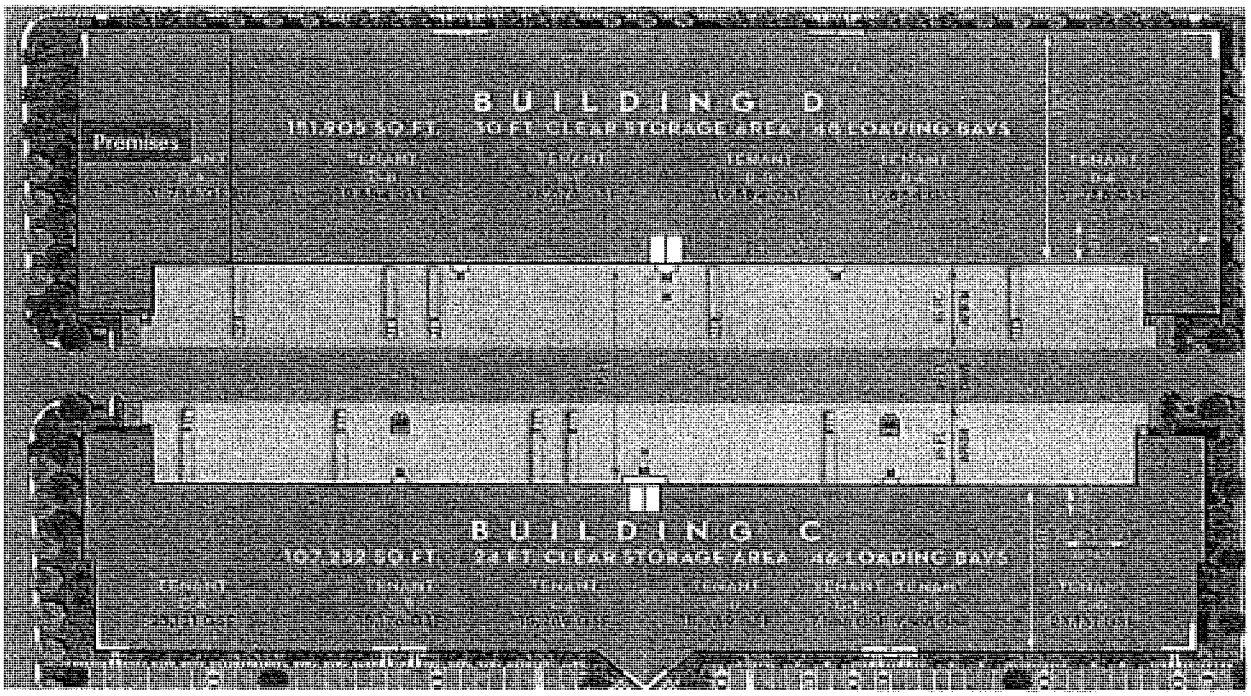
BEDABOX, LLC,
a Florida limited liability company

By: DocuSigned by: Jan Bednar 59588A47EC83486...
Name: Jan Bednar
Title: CEO

43996204;1

EXHIBIT "A"

FLOOR PLAN OF EXPANSION PREMISES



43996204;1

BRIDGE
DEVELOPMENT
PARTNERS, LLC

BRIDGE POINT RIVERBEND

221,542 SF
FORT LAUDERDALE, FL



GENERAL BUILDING SPECIFICATIONS

APRIL 27, 2017

PREMIER
DESIGN + BUILD NATIONAL

B-9

46983143.2

GENERAL PROJECT DESCRIPTION

PROJECT TITLE:	Bridge Point Riverbend
LOCATION:	Fort Lauderdale, FL
BUILDING TYPE:	Tilt-Up Industrial Distribution Facility
SIZE:	221,542 sf
BUILDING CLEAR HEIGHT:	32'-0"
EXTERIOR TRUCK DOCKS:	44
DRIVE-IN DOORS:	3
SITE AREA:	+/- 11.65 Acres
EXTERIOR WALL MATERIAL:	Tiltup and Glass
BRIEF PROJECT DESCRIPTION:	A speculative facility of approximately 221,542 SF located on approximately 11.65 acre parcel at 2201 W. Broward Blvd., Fort Lauderdale, FL

APPLICABLE PROJECT DOCUMENTS:

PER EXHIBIT B

THE CURRENT DRC PLANS OUTLINE THE CONSTRUCTION OF AN ADJACENT SITE. PDB NATIONAL HAS NOT INCLUDED THE COSTS ASSOCIATED WITH THE CONSTRUCTION, DEMOLITION, MASS AND FINE GRADING, WATER, SEWER, ETC. TO ACCOMMODATE THE ADJACENT SITE REFERENCED IN THE DRC SET AS PARCEL A4 AS PART OF THE PROPOSED SUBDIVIDING OF THE CURRENT PARCEL.

DIVISION 1 – GENERAL CONDITIONS AND GENERAL REQUIREMENTS

1-001 LAYOUT

Surveying, for the purpose of performing the Work, shall be provided. Upon completion of the project, surveying of the site work shall be conducted for the production of the as-built documents.

1-005 FIELD SUPERVISION

Full-time supervision shall be provided to oversee on-site work until substantial project completion. The on-site supervisor shall be experienced and familiar with the specified materials and systems and shall be responsible for adequately planning and executing the fieldwork. This shall include scheduling and coordinating subcontractors on the job site, maintaining on-site records required by governmental authorities, and monitoring the completed work for compliance with the contract drawings and specifications. The on-site supervisor shall be present for required inspections.

1-099 PROJECT MANAGEMENT

Premier Design + Build National, LLC shall designate a Project Manager to be responsible for the work of this project including the following: issuing notices and communication affecting the project on a timely basis; interfacing the project with the design team, local and state building and regulatory authorities; managing the work of his own forces and selected subcontractors; and coordinating and implementing any changes in the work into the design and construction of the project. The Project Manager shall have full authority to make decisions for and represent Premier Design + Build National, LLC's interest in matters related to costs, schedule and execution of the work.

1-012 TEMPORARY JOBSITE TRAILER AND UTILITIES

A jobsite trailer shall be located at the jobsite. Temporary utilities/services for the trailer shall be furnished by the Contractor as necessary.

1-046 PERMITS, LICENSING AND FEES

The proper authorities shall be given notices as required by law relative to the construction work for this project. Contractor's licenses required for construction shall be applied for and paid for by Premier Design + Build National, LLC. PDBG shall assist Architect as necessary to apply for the required Building Permits, and Site Permits. Owner shall be responsible for paying for the Building Permit, Engineering Fees, Impact Fees, Water Tap, Sanitary Tap fees, etc.

1-048 INSURANCE

THE FOLLOWING INSURANCE COVERAGE SHALL BE MAINTAINED FOR THE PROJECT:

INSURANCE TYPE	LIMIT
Workmen's Compensation	As required by law
Auto Liability	$1,000,000
General Liability	$2,000,000
Umbrella	$15,000,000.
Builders' Risk (for above ground work)	Value of Above ground work

1-049 PERMANENT TELEPHONE AND ELECTRIC UTILITIES

New telephone and electric services shall be provided for by the utility companies. Participation by Ownership shall be required for execution of the service agreement documents and payment of any service or excess utility charges, if applicable.

PREMIER DESIGN + BUILD
NATIONAL, LLC

1-052 CLEAN UP

The premises shall be kept free from excessive accumulations of waste materials and/or rubbish, which shall be removed from the building and construction site, as necessary. At the completion of the project, debris, tools, scaffolding and surplus materials shall be removed. The warehouse shall be left in a "broom-clean" condition.

1-058 QUALITY ASSURANCE

A Quality Assurance program shall be implemented for this project. This program shall focus on establishing guidelines necessary to insure that the final finished project meets or exceeds the required performance and quality standards identified for the facility. This program shall include requirements for Client Project Status Meetings, Job Site Construction Meetings, Daily Field Reporting, Material and Design Submittal Requirements and Code Analysis, Material Testing and Special Inspections for facets of work requiring them.

1-070 SAFETY PROGRAM

A written safety program has been established by Premier Design + National, LLC to protect and minimize exposure to injury for individuals working on or near this project. Required OSHA safety signage shall be appropriately posted and hard-hat use shall be required on the job site.

1-082 PROJECT DRAWINGS AND CLOSEOUT DOCUMENTATION

The Owner shall subcontract with licensed design professionals to generate Civil, Landscape, Architectural and Structural drawings. Premier Design + Build National, LLC shall subcontract with licensed design professionals to generate Mechanical, Electrical, Plumbing, Fire Protection and Fire Alarm drawings and corresponding specifications. These drawings shall be used to both obtain a permit and complete construction.

At the completion of the project, two (2) complete sets of red-lined drawings (Civil, Landscape, Architectural and Structural) shall be provided to the Architect for their use in creating record drawings. Mechanical, Electrical, Plumbing, Fire Protection and Fire Alarm as-builts will be provided by Premier Design + Build National, LLC. In addition, two (2) complete sets of operations manuals and the name, address and phone number of each subcontractor and vendor shall also be provided.

1-099 GUARANTEES

Materials and equipment incorporated into this project shall be new. Premier Design + Build National, LLC shall guarantee work to be free from defects of workmanship and materials for one (1) year. A roofing manufacturer's standard ten (10) year warranty shall be provided to the Owner at the completion of the project.

DIVISION 2 - SITE WORK

2-200 GRADING & EARTHWORK

Work will be performed that is necessary to mass excavate, and fine grade the site, based upon the assumption that the site has suitable, compactable material. Mass grading work shall include, but shall not be limited to, clearing and grubbing, filling, constructing the building pads, cutting the parking lots, truck docks and green areas to design elevations utilizing onsite and import material. Fine grading shall consist of final preparation of the mass graded site to complete the floor slabs, pavement areas, green spaces, etc. to their final design grades.

Earthwork within the construction areas shall be observed, tested and approved by an independent soils engineer provided by Premier Design + Build National, LLC. Any structural fill areas shall be compacted as recommended by the Geotechnical Engineer. Cut areas below pavement and slab on-grade shall pass a proof-roll witnessed and approved by the onsite Geotechnical Engineer's representative.

Other costs associated with remediation of dumping or subsurface materials are not included at this time.

Granular material shall be placed below exterior pavements as defined in the construction drawings.

2-500 BITUMINOUS PAVING AND STRIPING

Work necessary to furnish and install bituminous driveways and parking areas as shown on the scope drawing shall be provided. Areas designated for car traffic shall consist of a 1½" thick bituminous mat over a base of 8" compacted stone. Areas designated for truck traffic shall consist of a 2" thick bituminous mat over a 12" base of compacted stone. Bituminous mats shall be installed in two (2) lifts and in accordance with the recommendations of the independent testing agency. Bituminous pavement shall be striped to indicate parking stalls, median lines, traffic control features and handicapped parking locations. Signage and markings shall be provided as defined in the construction drawings.

2-600 SITE FENCING/DUMPSTER ENCLOSURE

A tilt-up concrete dumpster enclosure shall be provided.

2-700 EXTERIOR UNDERGROUND UTILITIES

WATER MAIN SYSTEM

Water service shall be provided from the main located along NW 22nd Avenue and installed as defined on the drawings. The fire sprinkler riser and fire pump room shall be located along the truck dock side of Building approximately in the center. The fire water service line shall be DIP conforming to Broward County Minimum Design and Construction Standards, buried to the depth from finished grade required by code and tested to the appropriate pressure.
A 2" water service separated outside of the building shall be provided for domestic water needs at the building.

SANITARY SEWER SYSTEM
Sanitary sewer service shall be provided originating at approximately the center of the facility. The sanitary mains shall be gravity fed on-site and shall connect to the existing pump station within NW 25th Avenue.

STORM SEWER SYSTEM
The on-site storm sewer system shall satisfy current surface water requirements. The storm sewer system will consist of HDPE with catch basins and manholes as required by code. Catch basins shall have heavy-duty grates. Exfiltration trenches shall be provided as required for quantity and quality as identified in the preliminary civil plans outlined in exhibit "B".

2-900 LANDSCAPING/RETAINING WALLS/IRRIGATION
Landscape trees, shrubs, seed, and irrigation are included. The irrigation controller shall be located in the fire protection/plumbing room.

DIVISION 3 – CONCRETE

3-005 FOUNDATIONS
GENERAL CHARACTERISTICS OF *FOUNDATION SYSTEM*:

COMPRESSIVE CONCRETE STRENGTH:	3,000 PSI
PERIMETER FOUNDATION TYPE:	BANK POUR TRENCH FOUNDATION
PERIMETER FOUNDATION WIDTH:	30" WIDTH OR AS DESIGNED
PERIMETER FOUNDATION DEPTH:	12" DEEP OR AS DESIGNED
PERIMETER FOUNDATION REINFORCEMENT:	AS DESIGNED
INTERIOR FOUNDATION TYPE:	BANK POUR ISOLATED FOUNDATION
INTERIOR FOUNDATION SIZE:	PER DESIGN
INTERIOR FOUNDATION DEPTH	2' DEPTH OR AS DESIGNED
INTERIOR FOUNDATION REINFORCEMENT:	AS DESIGNED

****FOUNDATIONS SHALL BE SIZED TO ACCOMMODATE UPLIFT****

3-007 INTERIOR CONCRETE
GENERAL CHARACTERISTICS OF *INTERIOR WAREHOUSE SLABS*:

COMPRESSIVE CONCRETE STRENGTH:	4,000 PSI
CONCRETE THICKNESS:	6"
REINFORCEMENT:	6x6 – W2.1 x W2.1 WWF
FINISHING METHOD:	LASER SCREED
FINISH:	HARD TROWEL
CONSTRUCTION JOINTS:	DOWELED
CONTROL JOINTS:	NOT TO EXCEED 15' O.C. (USING "SOFF CUT" METHOD)
FLOOR FLATNESS/FLOOR LEVELNESS:	40FF / 30FL (MINIMUMS)

BOND BREAKER/CURING COMPOUND:	NOXCRETE OR EQUAL
GUIDELINES:	ACI and ASTM criteria

3-008 EXTERIOR FLATWORK

GENERAL CHARACTERISTICS OF *TRUCK DOCK SLABS:*

COMPRESSIVE CONCRETE STRENGTH:	4,000 PSI
CONCRETE THICKNESS:	6"
REINFORCEMENT:	UNREINFORCED
PLACEMENT METHOD:	LASER SCREED
FINISH:	BROOM

GENERAL CHARACTERISTICS OF *SIDEWALKS AND MISCELLANEOUS SLABS:*

COMPRESSIVE CONCRETE STRENGTH:	3,000 PSI
THICKNESS:	4"
REINFORCEMENT:	UNREINFORCED
FINISH:	BROOM FINISH

3-009 EXTERIOR CURBS

GENERAL CHARACTERISTICS OF *EXTERIOR CURBWORK:*

COMPRESSIVE CONCRETE STRENGTH:	3,000 PSI
TYPE:	AS SPECIFIED ON PLANS
REINFORCEMENT:	AS DESIGNED
PLACEMENT METHOD:	SLIP FORMED

DIVISION 4 – TILT UP CONCRETE WALL PANEL AND MASONRY

4-400 TILT-UP CONCRETE WALL PANELS

The exterior building material shall consist of load bearing cast-on-site, un-insulated, concrete wall panels. The structural design of the wall panels will be provided by the tilt-wall subcontractor. The interior side of the walls in the warehouse shall be exposed float finish concrete. Leave-outs for openings and clear heights shall be accommodated for as required to meet the intent of the Architect's design. Fire pump and electrical rooms shall be constructed out of concrete panels and rated as required by code.

DIVISION 5 – METALS

5-060 STRUCTURAL STEEL

The general construction shall utilize beams or joist girders, tube columns, wide-flange columns, bar joists, and wide-rib metal decking. The typical interior bay sizes shall be approximately 54'-0" x 51'-0" with the end bays adjusted accordingly to meet the length and width of the proposed building. Speed

bays shall be 60' deep. An intended clear-height of 32'-0" A.F.F., shall be measured to the underside of the lowest structural member.

The roof framing structure, including joists, beams and columns shall be shop prime painted gray. The metal roof deck shall be shop prime painted white.

5-999 MISCELLANEOUS METALS
THE FOLLOWING MISCELLANEOUS METALS SHALL BE PROVIDED:

- Galvanized 6" diameter x ¼" thick concrete filled bollards at drive-in doors on the outside of the building, at exterior stair corners, drive-in door ramps, exterior downspouts, FPL transformer
- Z-Track guards for overhead doors and drive-in-door interiors
- Galvanized roof access ladder with lockable gate
- Galvanized steel exterior hand rails at drive-in door ramps and stairs
- Galvanized embedded vertical angle at edge of overhead door openings
- Galvanized embedded angles at horizontal slab on grade at overhead door openings and drive-in-doors
- Galvanized embedded channel steel for dock bumper installation

DIVISION 6 – CARPENTRY

6-100 CARPENTRY
Miscellaneous carpentry, including but not limited to installation of hollow metal frames, doors and hardware, provide wood blocking for the roofing system. Provide and install fire extinguishers as required.

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

7-200 ROOFING SYSTEM
The roof shall be a single ply 45-mil mechanically fastened TPO roofing system with one layer of Polyisocyanurate insulation to provide a complete roof assembly of a R-Value of 10 (R-10). Gutters and downspouts shall be provided at the docks for roof drainage. Roof edge fascia will be prefinished clad metal (standard color). Other flashings will be galvanized metal.

A manufacturer's standard ten (10) year warranty shall be provided for the roofing system.

7-900 CAULKING AND JOINT SEALANTS
The tilt-up concrete wall panel joints shall be caulked with a paintable sealant on the outside of the facility. Backer-rod shall be installed to allow for a proper joint thickness and finish.

Glass and glazing systems shall be caulked per the manufacturer requirements.

DIVISION 8 – DOORS AND WINDOWS

8-100 HOLLOW METAL DOORS, FRAMES AND HARDWARE

Warehouse hollow metal doors shall be 3'-0" x 7'-0", 18-gauge hollow metal face. The fire pump and electrical room hollow metal doors shall be 4'-0" x 7'-0", 18-gauge hollow metal face. Frames shall be welded 16-gauge hollow metal with rubber insert silencers. Grilles or louvers shall be provided in the doors to provide ventilation as required by code.

Door hardware will be lever handle design as manufactured by Schlage, Sargent, Ruswin, Falcon, or equal. A complete keying system allowing doors within a given area to be keyed alike and tied into the building master and grand master system for each building will be furnished. Closers and panic bars shall be provided as required by code.

8-400 OVERHEAD DOORS

Overhead doors shall be steel face sheeting flush panel type and approved by the AHJ. The truck dock doors shall be manual, rope-pull lift type, and the drive-in doors will be provided with powered operators. Exterior doors are to be un-insulated and weather-stripped.

- ✓ Forty Four (44) - 9' x 10' manual lift Dock Doors
- ✓ Three (3) – 12' x 14' power operated Drive-In-Doors

8-500 GLASS AND GLAZING

Glass and glazing for the facilities shall consist for tinted glass panels within clear anodized aluminum framing systems. Impact glass shall be provided as required by code. Clerestory windows shall be provided on the dock side of the facility to allow for natural light into the warehouse. Medium stile double-doors shall be provided at each proposed tenant entry. Glass and glazing to be provided per the preliminary elevations outlined in exhibit "B".

DIVISION 9 – FINISHES

9-500 PAINTING

Exterior tilt-up wall panels will be coated with Texcote, Modac or similar product appropriate for tilt-up concrete wall panels (except at loading dock areas which will not be textured). A color scheme to be generated shall consist of a base color, accent color and accent bands.

THE FOLLOWING METALS SHALL BE PAINTED WITH OIL-BASE PAINT:

- Hollow metal doors
- Hollow metal door frames
- Pipe bollards
- Roof ladders
- Exterior metal railings
- Exterior exposed dock steel angles

DIVISION 10 – SPECIALTIES

10-400 DOCK CANOPIES
A pre-finished +/- 4' deep dock canopy shall be installed above the dock positions. Dock canopies shall drain via scuppers and will be placed between truck positions.

10-600 MONUMENT SIGN
A monument sign is not included at this time.

DIVISION 11 – EQUIPMENT

11-100 DOCK EQUIPMENT
Oversized rubber faced dock bumpers shall be installed at each dock position.

DIVISION 12 – FURNISHINGS AND MISCELLANEOUS

None included or anticipated to be required for this project

DIVISION 13 – SPECIALTIES CONSTRUCTION

None included or anticipated to be required for this project

DIVISION 14 – CONVEYING SYSTEMS

None included or anticipated to be required for this project

DIVISION 15 – MECHANICAL

15-100 FIRE PROTECTION SYSTEM
GENERAL CHARACTERISTICS OF *FIRE SPRINKLER SYSTEM:*

SYSTEM TYPE:	ESFR (EARLY SUPPRESSION FAST RESPONSE)
FIRE/JOCKEY PUMPS:	1 FIRE PUMP (SIZE AS REQUIRED)
HOSE VALVES:	AS REQUIRED BY CODE FOR SPECULATIVE WAREHOUSE CONDITION
HEAD TYPE:	K-17
OTHER FEATURES:	FIRE DEPARTMENT CONNECTION
	BACKFLOW PREVENTER
	FLOW ALARM BELLS
	OTHER REQUIRED COMPONENTS FOR CODE-COMPLIANT SYSTEM

15-300 HEATING AND VENTILATION
HVAC shall consist only of air intake and ventilation of the fire pump and electrical room and 9 gravity in-take louvers. All other future HVAC work shall be contemplated at the time of tenant improvements.

15-200 PLUMBING

STORM

The roof drainage shall be accommodated via sheet draining into a gutter and downspout system located along the truck dock. Downspouts shall be located between dock positions and shall discharge on-grade.

SANITARY

The underslab gravity sanitary lines will be extended to the office bay of the facility and extended approximately the full length of the building to accommodate future office needs. Cleanouts shall be provided as required by code.

WATER

A 1 ½" water line will be run from the domestic water service meter located in the dock utility court and shall be run within the office bay to accommodate the future office area domestic water needs. A convenience hose bib shall also be installed at the fire pump room. Convenience hose bibs will be provided via the irrigation systems.

Valves with "T's" shall be located adjacent to each future tenant on the water line in the roof joists.

DIVISION 16 – ELECTRICAL

16-100 ELECTRICAL SYSTEM

MAIN POWER DISTRIBUTION

A 1600 amp, 277/480 volt, 3-phase, 4-wire electrical service shall be provide. The electrical services shall be set up in the electrical room. Provisions shall be made to allow for a multi-tenant configuration and metering. A house service and meter shall be installed to accommodate the empty shell and site's electrical needs.

POWER TO BUILDING EQUIPMENT AND OUTLETS

The initial house service will have all the initial building components connected to it (interior lighting, exterior lighting, overhead door motors, irrigation system, etc.).

The necessary service, power and connection for the fire pump service shall be provided.

INTERIOR LIGHTING

In general, lighting systems shall be designed and installed using T-5 fixtures. Minimum lighting only as required to satisfy egress requirements for an unoccupied building are included with the shell building. Warehouse lighting shall be controlled at the building electric panel.

Combination exit and emergency lights shall be provided above each exit door as required by code.

16-400 FIRE ALARM
A fully addressable fire alarm panel and control system shall be furnished and installed for a base building empty shell condition. The base building systems shall be designed to accommodate multi-tenant scenarios.

16-520 SITE LIGHTING AND CONDUITS
Parking lot lighting shall be provided for the parking lots and trailer areas by 400-watt wall mounted shoe box fixtures mounted to the tilt-up panels and light poles to accommodate code required lighting levels.

SITE ELECTRICAL RACEWAYS
Conduits raceways for public utility companies shall be provided from the right-of-way to the utility rooms for electrical and communication services. Florida Power & Light will provide the conduit to be installed by the Contractor. Any fees associated with FP&L for service or materials to be installed by Contractor are not included.

EXCLUSIONS/CLARIFICATIONS

THE FOLLOWING ARE EXCLUDED FROM THIS PROPOSAL:

1. Environmental remediation or wetland mitigation costs.
2. Unsuitable soils, undercuts, buried debris material removal etc.
3. Trash or other debris from illegal dumping prior to execution of Agreement.
4. Factory Mutual Insurance Requirements
5. Special exhaust systems and smoke removal systems
6. All Permit Fees, Impact fees, Bonds, Letters of Credit, Utility Fees or Excess Utility Charges
7. Storm water lift stations
8. Adjacent site and preparation

EXHIBIT C

Broom Clean Condition and Repair Requirements

- All walls must be clean and free of holes.
- Overhead door must be free of any broken panels, cracked lumber or dented panels. The overhead door springs, rollers, tracks, motorized door operator, and all other items pertaining to the overhead door must also be in good working condition.
- HVAC system must be in good working order. Filters must be changed, and all thermostats must be in working order. Tenant must supply Landlord with maintenance records.
- All floors (warehouse and office) must be clean and free of excessive dust, dirt, grease, oil and stains.
- Drop grid ceiling must be free of excessive dust from lack of changing filters. (No ceiling tiles may be missing or damaged.)
- All trash must be removed from both inside and outside of the Building.
- All lightbulbs and ballasts must be working.
- All signs in front of Building and on glass entry door and rear door must be removed.
- Hot water heater must work.
- All plumbing fixtures, equipment and drains must be clean and in working order.
- Windows must be clean.
- All mechanical and electrical systems must be in good working condition.

EXHIBIT D

TENANT OPERATIONS INQUIRY

Tenant Name: ShipMonk

Tenant SIC Code/Description: _____

Property Address: 2201 West Broward Boulevard, Fort Lauderdale, Florida

Property Number/Region: _____

1. Name of Company (if different from above) _____

2. Address (local): _____

   Phone (local) _____

3. Address (corporate): _____

   Phone (corporate) _____

4. What is your business (brief description): Order Fulfillment & Storage of 3rd party goods

5. What operations will you maintain at the proposed facility? All operations, including our office.

6. Has your business received any Notices of Violation of environmental laws from municipal or state agencies regarding operations at your current facility? If so, explain: NO

7. Describe any assembly, manufacturing, machining, painting, printing or mechanical repair activities that will be part of your business operations at the proposed facility: _____

8. Will your employees operate electrical equipment that contains PCB's? ***YES*** ***NO*** X

9. Will your business operate one or more Underground Storage Tanks (UST's) at the proposed facility?

   YES ***NO*** X

10. Will your business operate one or more Aboveground Storage Tanks (AST's) at the proposed facility?

    YES ***NO*** X

11. TENANT CHEMICAL INVENTORY AT PROPOSED FACILITY - (make additional copies, if required). You may exclude small quantities of toner and other office supplies)

Chemicals (by name where available)	What will be the average quantity on the proposed premises?	What will be the maximum quantity on the proposed premises?	What will be the annual quantity used?	How will the chemical be stored?

Storage Methods (use all that apply): A) 55 gallon drum; B) 20 gallon drum; C)2-5 gallon pallet/container; D) bulk dry packages; E) cartoned small containers (less than 2 gallons or 10 pounds) on pallets; F) on floor; G) on racks; H)Underground Storage Tank (UST); I) Above Ground Storage Tank (AST); J) other(please describe).

12. Describe any pollution control equipment that will be used at the proposed facility (example: paint spray booth, fume hood, waste water treatment). _____

13.

Will your operations generate any chemical wastes that require special disposal? (example: waste oil, waste solvent)	How will the chemical wastes be stored on-site?	How will the wastes be disposed? (example: recycled, landfilled, incinerated)

14. Does your business have an EPA Hazardous Waste Generator ID Number? *YES* *NO* X

15. What spill prevention and containment measures will be in place for the chemicals and wastes stored at the proposed facility? (describe briefly) _____

16. Does your business have an Emergency Response or Contingency Plan in place in the event of a chemical incident (please provide a copy) ***YES*** ***NO*** X

17. Does your business have any type of Hazardous Materials training program for your employees? (describe briefly): _____

18. Do you have copies of all Material Safety Data Sheets (MSDS) at your facility for the chemicals listed in question #7? (Please provide copies): ***YES*** ***NO***

19. Does your business carry environmental insurance coverage in the event of a chemical incident? ***YES*** ***NO*** X

20. Will you be required to make filings and notices or obtain permits as required by Federal and/or State regulations for the operations at the proposed facility? Specifically:

a. SARA Title III Section 312 (Tier II) reports (> 10,000lbs. of hazardous materials STORED at any one time)	***YES***	***NO*** X
b. SARA Title III Section 313 (Tier III) Form R reports (> 10,000lbs. of hazardous materials USED per year)	***YES***	***NO*** X
c. NPDES or SPDES Stormwater Discharge permit (answer "No" if "No-Exposure Certification" filed)	***YES***	***NO*** X
d. RCRA generator of hazardous waste	***YES***	***NO*** X

21. This form was prepared by the undersigned as a complete and correct description of Tenant's proposed operations at the location noted, and the Landlord may rely on this information.

DocuSigned by:
Jan Bednar
59588A47EC83486...

Signature

Jan Bednar

Print Name

11/15/2018

Date

,

MEMORANDUM

DATE: June 11, 2019

TO: NPF CRA Advisory Board Members

FROM: Clarence E. Woods III, NPF CRA Manager

BY: Bob Wojcik, Housing and Economic Development Manager

SUBJECT: Request for Funding - $2,500,000.00 Development Incentive Program and $340,374.87 Streetscape Enhancement Program
Thrive Progresso Project – Bayit Investments, LLC, 710 NW 5th Avenue LLC, 744-748 NW 5 Ave, LLC, 413 NW 7th Street LLC

REQUEST AND SUMMARY

We have received a request to fund the Thrive Progresso Project in amount of $2,500,00.00 under the Development Incentive Program (DIP) and $340,374.87 under the Streetscape Enhancement Program. The proposed DIP funded project consists of the renovation of the following five properties under four separate ownerships in the Industrial/Light Industrial portion of the Progresso area at:

	ADDRESS	PROPERTY ID	OWNERSHIP
1	701-745 NW 5 Avenue	4942-34-06-9460	Bayit Investments, LLC
2	710-726 NW 5 Avenue	4942-34-07-0100	710 NW 5 Avenue, LLC
3	744-748 NW 5 Avenue	4942-34-07-0200	744-748 NW 5 Ave, LLC
4	413 NW 7 Street	4942-34-07-0120	413 NW 7 Street, LLC
5	405 NW 7 Street	4942-34-07-0110	413 NW 7 Street, LLC

The managing member of the four new single purpose ownership entities is Jonathan Fish and Abraham Fish and are represented by The Halliday Group Companies.
Jonathan Fish is president of National Water Restoration, Inc, a water–fire-mold emergency service company with approximately 20 employees. Abraham Fish is a radio talk show host and an all lines adjuster at Century Public Adjusters. Halliday Group Companies is a full-service commercial real estate organization serving the Southeast Florida area, comprised of Halliday Group Realty Advisors, Inc. Halliday Group Realty Development, Inc., and Halliday Group Realty Management, Inc.

The property owners have assembled the above referenced properties, which total over 60,000 square feet of commercial building area on approximately 3.5 acres of land at a cost of over $5.9 million. They were purchased between October, 2016 and September, 2018. These properties were originally constructed as warehouse space and until recently were occupied by a variety of small businesses consisting of

automobile repair garages, auto body/paint shops, rag shops, and other similar uses, many of which operated contrary to the allowable uses for which the building were permitted and constructed. The building are now mostly vacant and the owners would like to repurpose the buildings for a change of use to accommodate office, flex, retail, arts and other desirable uses that will have a positive impact on the area. The new business complex is being marketed as "Thrive Progresso". Location Maps and Broward County Property Appraiser information on the properties are attached as **Exhibits 1 and 2**. Copies of before photos and illustrations of the proposed completed project are attached as **Exhibit 3**.

The property owners estimated the proposed cost for the DIP project to be $4,508,601.00, which equates to approximately $75/square foot of building. (**Exhibit 4**) and believe with value engineering, they may be able to reduce the cost to as low as $3,750,000. The improvements will provide proposed tenants with a "vanilla shell", who will be responsible for their own build-out.

The streetscape component of Thrive Progresso consists of streetscape improvements conceptually shown on the illustrations within the Public Right-Of-Way along NW 5th Avenue adjacent to the properties. The property owners have estimated the proposed cost of the streetscape beautification project to be $378,194.30 as prepared by Cadence, landscape architects. (**Exhibit 5**). The work include hardscape such as concrete sidewalks, curbs and roadway improvements along with landscaping, irrigation, rain garden and bioswales.

FINANCIAL ANALYSIS AND ECONOMIC IMPACT

The following is the proposed funding sources and uses for the DIP Project as represented by the Developer:

DIP PROJECT SOURCES/USES				
Owner Equity	(48.88%)	$	5,090,250.00	Property Acquisition & Rehab Cost
Senior Debt	(27.11%)	$	2,823,351.00	Property Acquisition
CRA	(24.01%)	$	2,500,000.00	Property Rehabilitation Cost
TOTAL	**(100%)**	**$**	**10,413,601.00**	

Projects where the total capital investment of the project is over $5 million are eligible for the Development Incentive Program (DIP) which allows for an incentive recommendation customized for the project. The project must create a significant economic engine or destination project in the CRA. Funding can take the form of a forgivable loan or low interest loan and can allow the CRA to use any of its incentive programs and options, and the CRA contribution to the project cannot exceed the documented contribution of the project owner. This project would qualify for DIP funding.

The Developer projects annual rents of between $15/SF NNN to $16/SF NNN or $21.04/SF to $21.75/SF Gross Rent assuming a 10% vacancy. Based on this information, and looking at leveraged returns, they project an annual Return on Investment (ROI) of 9.71% with CRA funding or a cumulative return over 5 years of 48.57% ($2,472,365). By comparison, the renting out the existing properties at $8/SF NNN to $10/SF NNN without improving them will provide an annual ROI of 13.59% with a cumulative return over five years of 67.94% ($1,889,926).

The Project is located in a CRA Focus Area where the CRA contribution under the CRA Streetscape Program can be up to 90% of the project cost not to exceed $500,000. Funding is limited to work within the public rights-of way and easement areas. This project would qualify for Streetscape Program funding. The proposed CRA Streetscape Program of $340,374.87 represents 90% of the estimated project cost. The CRA Streetscape Program funds the cost of streetscape improvements on a reimbursement basis after completion once the Certificate of Occupancy is issued for the project. In this case however, the CRA will reimburse the developer over three progress payments of one third each as work is completed.

A comparison of previous CRA DIP awards is provided below. Previous awards have ranged from 17.3% to 66.7% of the total estimated capital investment. Including the $340,374.87 in streetscape funding for the project, the total capital investment for the project is estimated to be $10,791,795.30 and the total CRA funding to the Thrive Progresso Project will equal 26.31% of the total estimated capital investment.

Project	Estimated Capital Investment (ECI)	CRA Award	CRA Award Percentage of ECI
YMCA	$15 Million	$10.0 Million	66.70%
Jack and Jill	$7.1 Million	$2.5 Million	34.79%
Six 13	$33.5 Million	$7.0 Million	20.80%
Sistrunk Market	$5.9 Million	$1.4 Million	23.30%
Triangle Services	$7.8 Million	$1.5 Million	19.02%
Comfort Suites	$17.4 Million	$3.0 Million	17.28%

CRA funding will take the form of a forgivable loan secured by a second mortgage on the properties, subordinate to first mortgage acquisition debt to Ocean Bank. The CRA DIP loan will be funded over three years and disbursed on a reimbursement basis proportional to the project construction expenses as work is completed and CRA funds are budgeted and available, forgiven five years after the first CRA disbursement and will become payable if the Property is sold during the five year period.

Based on the Mission Statement of Thrive Progresso to “reposition an under-utilized industrial area into a vibrant urban business district that will serve the local community and bring new energy to the surrounding residential neighborhood,” the developer has agreed to provide a community benefit for this project in the form of limiting rents on 30,000 SF of the leasable space to a cap of $17/SF Base Rent (with a 5% yearly

escalation maximum) for 5 years. This will help encourage small business development at an affordable rent.

The developer has also been working with various agencies for development of an Employment Exchange Partners Program and proposes to create a website for tenant employers at Thrive Progresso to post job openings and allow individuals seeking employment to post their experience, skills and desire to seek training for employment (**Exhibit 6**)

CONSISTENCY WITH THE NPF CRA COMMUNITY REDEVELOPMENT PLAN

The NPF CRA Community Redevelopment Plan is designed, in part to stimulate private development of areas planned for commercial development. The project is consistent with the NPF CRA Community Redevelopment Plan which provides for direct physical improvements to enhance the overall environment, improve the quality of life and attract sound business and commercial development that provide employment and job opportunities.

Per the CRA plan, the CRA will establish incentive programs to address redevelopment obstacles. The CRA 5-Year Program, which is incorporated as part of the Plan, identifies strategic objectives, goals and measurements that include targeting and attracting businesses, retail uses and industries to establish a presence in the redevelopment area. In addition, it calls for investing in development projects that create job opportunities for area residents, promote public private partnerships and investment in the redevelopment area.

The Thrive Progresso Project is also consistent with the recommendations of the Urban Land Institute TAP (Technical Assistance Panel) 2014 recommendations for the Sistrunk Corridor, recognizing that industrial buildings create a unique environment, offer redevelopment potential and present a strong opportunity to attract business and users such as entertainment, retail and gallery use options to complement the City's FAT Village Technology and Arts District.

RECOMMENDATION

It is recommended the CRA Advisory Board approve a Motion recommending that the CRA Board approve DIP funding in the amount of $2,500,000 and Streetscape Enhancement Program Funding in the amount of $340,374.87 to Bayit Investments, LLC, 710 NW 5th Avenue LLC, 744-748 Ave LLC and 413 NW 7th Avenue, LLC for the Thrive Progresso Project.

Attachments
Exhibit 1: Location Map
Exhibit 2: Broward County Property Appraiser Information
Exhibit 3: Photos/Illustrations of the Project
Exhibit 4: Construction Estimate – DIP

Exhibit 5: Construction Estimate – Streetscape Program
Exhibit 6: Job Creation/Employment Exchange
Exhibit 7: Developer's DIP Program and Streetscape Program Applications

City of Fort Lauderdale

Northwest-Progresso-Flagler Heights
Community Redevelopment Agency
(NWPF CRA)

APPLICATION FOR CRA FUNDING ASSISTANCE

Name of Principal Owner in Charge	Tel. No.	E-Mail Address
Jonathan Fish / Abraham Fish	(786) 444-6830	jonathan@nationalwaterrestoration.com
Primary Contact for this CRA Request	**Tel. No.**	**E-Mail Address**
John A Halliday	(954) 767-0700	jhalliday@hallidaygroup.com
Name of Business BAYIT INVESTMENTS LLC; 710 NW 5TH AVENUE LLC; 744-748 NW 5 AVE LLC; 413 NW 7TH STREET LLC	**Tax I.D. No.** 47-1706727; 81-4632708 83-2097240; 82-5380885	**Company Website** N/A
Business Address 746 NW 5 Avenue	**Tel. No.** (786) 444-6830	**Fax No.** N/A
City Fort Lauderdale	**State** Florida	**Zip Code** 33311

Commencement Date to Begin Project: 07/15/2019

Completion Date for Project: 07/15/2021

JOB INFORMATION

Full Time Equivalent (FTE) Jobs to be created: See attached

Existing Jobs: 12

Total FTE Jobs: See attached

Check Appropriate Description	Project Type	Facility Description
↑Existing Business ☒	↑Expansion ☒	Existing Space 61,764 sq. ft.
↑New Business ☐	↑Relocation ☐	New Space 0 sq. ft.

NAICS Code / Industry Type	Date of Incorporation	State where the business was incorporated
Real Estate Investors	08/27/14; 11/28/16 09/05/18; 02/16/16	Florida

Proposed Project Location/City	Proposed Address
Fort Lauderdale	701-745, 710-726, 744-748 NW 5 AVE; 401-415 NW 7 ST

Property Control Number(s)	Property Owner
494234069460, 494234070100, 494234070200, 494234070120, 494234070110	BAYIT INVESTMENTS LLC; 710 NW 5TH AVENUE LLC; 744-748 NW 5 AVE LLC; 413 NW 7TH STREET LLC

Owner Tel. No. (include Area Code)	Is there a lien on the property?
(786) 444-6830	↑ Yes ↑ No Yes

TYPE OF BUSINESS

Sole Proprietor: ____

Partnership: ____

Joint Venture: ____

Corporation: ____

Cooperative: ____

Limited Liability Company: X

Non-Profit Org.: ____

Other: ____ ____

Bank(s) Where Business Accounts for Projects Are Held	
1. Ocean Bank	2.

Name of Participating Bank/Lender: Ocean Bank

Amount	Contact Person	Tel. No. (include Area Code)	Fax No. (include Area Code)
$ 3,000,000.00	Robert Nerona	(786) 457-3169	N/A

Name of Other Financial Source: N/A

Amount	Contact Person	Tel. No. (include Area Code)	Fax No. (include Area Code)
$			

Name of Other Financial Source: N/A

Amount	Contact Person	Tel. No. (include Area Code)	Fax No. (include Area Code)
$			

Name of Other Financial Source: N/A

Amount	Contact Person	Tel. No. (include Area Code)	Fax No. (include Area Code)
$			

Project Purpose and Economic Impact

The purpose is to renovate old existing industrial warehousing into modern, highly-functional commercial property providing a variety of synergistic tenant uses consistent with the B-3/B-2 zoning, that will create with surrounding properties a vibrant work and gathering place for the local community. The goal is to generate new tenant uses that are supported by the local community work force and provide services and products to the local community.

NOTE 1: **If the project receives funds via another City, County, Federal or State program which also requires job creation/retention, the jobs created/retained for those programs must be in addition to the jobs required under this program.**

NOTE 2: **If project includes the purchase of equipment using CRA funds, then there must not be another UCC filing for the equipment.**

Management: Owners, partners, officers, all holders of outstanding stock — 100% of ownership must be shown (*use separate sheet if necessary*).

Name	Complete Address	% Owned	From	To
JONATHAN FISH	9232 ABBOTT AVE, SURFSIDE, FL 33021	50%		
Name	Complete Address	% Owned	From	To
ABRAHAM FISH	17501 NE 9 AVE, MIAMI, FL 33162	50%		
Name	Complete Address	% Owned	From	To
Name	Complete Address	% Owned	From	To
Name	Complete Address	% Owned	From	To

PROJECT/ACTIVITY COST SUMMARY

1. Please state the overall project cost: $ 10,526,045.74
2. Please state the overall project costs related to the CRA's assisted activity? $ 4,508,601.04
3. Please indicate the sources and uses of funds for the project on the following table.

Project Source(s) of Funding	**Amount**	**Rate**	**Term**
Bank Loan (specify) Loan for 701-745 NW 5 Ave property	$2,025,000.00	4.25%	15 years
City funds			
CRA funds	$2,500,000.00	0%	5 years
Company's current cash assets	N/A		
Owner equity (specify) Properties purchase and closing costs	$3,017,444.70		
Other (specify) Bank Loan for 710-726 NW 5 Ave property	$975,000.00	4.75%	25 years
Other (specify) Additional owner investment*	$2,008,601.04*		
Other (specify)			
Total Sources	$10,526,045.74		
Select the Use(s) of Funds and the Amount Need for Each	**Sources of Funds (Yes or No)**	**Amount**	
Land Acquisition	Yes	$6,184,837.00	
Real Property Acquisition	Yes	$5,832,607.70	
Utility and road infrastructure improvements			
New construction of commercial and industrial buildings			
Rehabilitation of commercial and industrial buildings			
Purchase and installation of equipment and fixtures			
Other (specify) Redevelopment budget (see estimates)	Yes	$4,508,601.04	
Other (specify)			
Other (specify)			
Total Uses	Yes	$10,526,045.74	

NOTE 3: Other "uses" include Architectural/Engineering Fees, Application Fees, Permit Fees Impact Fees

* The Owners commit to invest no less than $1,250,000.00 into the redevelopment project. If the Owners can save on construction costs, the Owners will realize those savings up until the amount of commitment.

BUSINESS INDEBTEDNESS: Furnish the following information on all outstanding installment debts, code and other liens, notes and mortgages payable that relate to this project. The present balances should agree with the latest balance sheet submitted (*use a separate sheet if necessary*).

To Whom Payable	Original Amount	Original Date	Present Balance	Rate of Interest	Maturity Date	Monthly Payment
Name: Ocean Bank	$ 2,025,000.00	11/10/16	$ 1,922,535.96	% ✓	11/10/31	$ 11,039.38
Name: Ocean Bank	$ 975,000.00	05/26/17	$940,211.29	% ✓	05/26/32	$ 5,598.04
Name:	$		$	%		$
Name:	$		$	%		$
Name:	$		$	%		$

THE FOLLOWING ITEMS MUST BE COMPLETED AND SUBMITTED WITH YOUR APPLICATION

1. A business plan which describes the company mission, market analysis, applicant capacity, economic analysis and project feasibility, a brief history and description of the company (*including the founding of the company*), overview of operations, product information, customer base, method and areas of distribution, primary competitors and suppliers within the County.
2. A list of general and limited partners, officers, directors and shareholders of the company. Please provide a resume for all the principals and key management.
3. Corporate income tax returns for the last three years (*personal returns may also be requested*).
4. Two separate lists that detail the existing jobs on your payroll and the new jobs to be created (*within the list please provide the job title of each position, a brief description of each position, annual salary for existing and new positions and the industry average salary for those positions*).
5. If machinery and equipment are being purchased with CRA funds, provide a list of all the items to be purchased, with quotes on vendor's letterhead. Include a statement from the manufacturer, attesting to the economic life of the equipment.
6. If business is a franchise, include a copy of the franchise agreement;
7. Bank Commitment Letter detailing the conditions of the loan approval.
8. Copy of IRS determination letter as a non-profit organization (*required for all non-profit organizations only*).
9. Signed copy of resolution or minutes from the meeting of the governing body authorizing submission of the application (*required for all non-profit organizations only*).
10. Articles of Incorporation or Division of Corporations information identifying authorized signatories
11. Copy of the Property Deed (*if the applicant is the owner*)
12. Copy of By-Laws (*required for all non-profit organizations only*).
13. Please sign and submit *Statement of Personal History* and *Credit Check Release* (as attached).
14. If project involves construction, please provide a minimum of two (2) detailed cost estimates prepared by Architect/Engineer and/or General Contractor, preliminary plans and specifications, Architectural Illustration and photos of existing conditions.
15. Attach a street map showing the location of the proposed project, Property Folio number and Legal Description.
16. Preliminary Project Schedule.

The following items are also needed, if your funding request is $500,000 or more
(not applicable for Commercial Façade, Streetscape Enhancement and Property and Business Improvement Incentive requests)

17. CPA audited corporate financial statements for the last three years (*Profit and Loss Statement and a Balance Sheet*).
18. If the most recent business return and/or financial statement is more sixty (60) days old, please submit a current Interim Financial Statement.
19. Three year financial pro formas which include operating statements, balance sheets, funding sources, and use details.
20. Ten year revenue and expense projection for the project
21. Copy of sales/purchase agreement when purchasing land or a building (*or an executed lease if applicable*).
22. Provide details regarding any credit issues, bankruptcies and lawsuits by any principal, owning 20% or more of the business.
23. The names of all affiliates and/or subsidiary companies, and their previous three (3) years financial statements and Interim Financial Statements if the financial statements are more than sixty (60) days old.
24. Letter from the Department of Sustainable Development (DSD) approving the proposed project with zoning and land use designations, and Plan Development Review number and comments.
25. Identification and qualifications of project development team (*i.e., attorney, engineer, architect, general contractor, etc.*).

26. Current Broward County Assessed Value, new capital investment dollars and total estimated new assessment when completed and placed into service.
27. Existing Leases, Lease commitments and tenant makeup (*if applicable*).
28. Copy of Environmental Report showing there are no Environmental issues (*if applicable*).
29. Copy of Appraisal Report (*if applicable*).

THE FOLLOWING ITEMS ARE REQUIRED AFTER CRA BOARD APPROVAL AND PRIOR TO EXECUTION OF AN AGREEMENT AND RELEASE OF FUNDS

30. Evidence that all funds are in-place to fully fund the project.
31. A copy of the City approved project plans, contract with General Contractor and permits (Prior to Release of Funds)
32. Scope of work and all project costs
33. Copies of Insurance Certificates (Builders Risk/All Risk Policy, Commercial General Liability, Workers Compensation with the City of Fort Lauderdale and the Fort Lauderdale CRA listed as Additional Insured.

APPLICANTS CERTIFICATION

By my signature, I certify that I have read and understand the application, criteria, loan fees and program requirements. I further certify that all the information I (we) supplied is correct and accurate. All of the owners of the company/organization (*regardless of ownership percentage*) are aware of this loan and are in full agreement with the business securing financing for this project. My (our) signature(s) represent my (our) agreement to comply with City of Fort Lauderdale Community Redevelopment Agency, as it relates to this CRA funding request.

Each Proprietor, General Partner, Limited Partner and Business Owner, owning 20% or more must sign below. For all Non-Profit Organizations, all guarantors must be approved by City of Fort Lauderdale Community Redevelopment Agency.

Business Name: Bayit Investments LLC; 710 NW 5th Avenue LLC; 744-748 NW 5 Ave LLC; 413 NW 7th Street LLC

By: _____ 05, 15, 2019

Signature and Title — Date

Guarantors:

_____

Signature and Title — Date

_____

Signature and Title — Date

_____

Signature and Title — Date

_____

Signature and Title — Date

_____

Signature and Title — Date

Northwest-Progresso-Flagler Heights Community Redevelopment Agency

PERSONAL HISTORY STATEMENT

PLEASE READ CAREFULLY - PRINT OR TYPE

Each Proprietor (*if a Sole Proprietorship*), General Partner (*if Partnership*), Limited Partner (*if Partnership*), Officer, Director and Business Owner (*owning 20% or more of the business*), must complete a Personal History Statement. For all Non-Profit Organizations, all guarantors must complete this form and be approved as guarantors by the City of Fort Lauderdale Community Redevelopment Agency.

Applicant/Business Name: BAYIT INVESTMENTS LLC; 710 NW 5TH AVENUE LLC; 744-748 NW 5 AVE LLC; 413 NW 7TH STREET LLC	Participating Bank/Lender: Ocean Bank
City: FORT LAUDERDALE State: FL Zip: 33311	City: Miami State: FL Zip: 33126

Personal Statement of (*if you do not have a middle name, put NMN*):

First Name: JONATHAN Middle: Jacob Last: FISH

Social Security No.: 219-29-2126 Date of Birth: 07/28/1981 Place of Birth: Canada

Present Address: 9232 ABBOTT AVE	Previous Address: 8877 Collins Ave, Apt. 204 *(needed if at present address less than 5 years)*
City: SURFSIDE State: FL Zip: 33154	City: Surfside State: FL Zip: 33154
From: 2013 To: present	From: 2009 To: 2013
Loan Requested from CRA: $2,500,000.00	Are you a U.S. Citizen: ☑ YES ☐ NO
Loan Request from Bank(s): $3,000,000.00	If NO, are you a Lawful Permanent Resident Alien: ☐ YES ☐ NO
Percentage of Company Ownership: 50 %	Alien Registration Number:

IT IS IMPORTANT THAT THE NEXT THREE (3) QUESTIONS BE ANSWERED COMPLETELY. AN ARREST OR CONVICTION RECORD WILL NOT NECESSARILY DISQUALIFY YOU. HOWEVER, AN UNTRUTHFUL ANSWER WILL CAUSE YOUR APPLICATION TO BE DENIED.

IF YOU ANSWER "YES" TO ANY OF THE QUESTIONS BELOW, PLEASE FURNISH DETAILS ON A SEPARATE SHEET. INCLUDE DATES, LOCATION, FINES, SENTENCES, WHETHER MISDEMEANOR OR FELONY, DATES OF PAROLE/PROBATION, UNPAID FINES OR PENALTIES, NAME(S) UNDER WHICH CHARGED, AND ANY OTHER PERTINENT INFORMATION.

1. Are you presently under indictment, on parole or probation? *(If YES, indicate the date parole or probation is to expire)*	☐ YES ☑ NO
2. Have you ever been charged with and/or arrested for any criminal offense other than a minor motor vehicle violation? Include offenses which have been dismissed, discharged, or not prosecuted.	☐ YES ☑ NO
3. Have you ever been convicted, placed on pretrial diversion, or placed on any form of probation, including adjudication withheld pending probation, for any criminal offense other than a minor vehicle violation?	☐ YES ☑ NO

I hereby authorize the City of Fort Lauderdale to request criminal record information about me from the criminal justice agencies for the purpose of determining my eligibility.

Signature	Title	Date
	Owner	05.15.2019

***ORIGINAL SIGNATURES REQUIRED**

Northwest-Progresso-Flagler Heights Community Redevelopment Agency

CREDIT CHECK RELEASE FORM

I authorize the City of Fort Lauderdale Community Redevelopment Agency to obtain such information (*from any source necessary*), as the City/CRA may require concerning statements made in the application for the CRA funding (*including but not limited to, obtaining a copy of my credit report, current loan status reports and financial information from the Participating Bank/Lender*).

PLEASE NOTE: Each Proprietor (*if a Sole Proprietorship*), General Partner (*if Partnership*), Limited Partner (*if Partnership*), Officer, Director and Business Owner (*owning 20% or more of the business*), must complete this Credit Check Release Form. For all Non-Profit Organizations, all guarantors must complete this form and be approved as guarantors by the City of Fort Lauderdale Community Redevelopment Agency.

First Name: Jonathan Middle: Jacob Last: Fish

Social Security No.: 219-29-2126 Date of Birth: 07/28/1981

Driver's License (State and Number): F200-430-81-268-0

Home/Cellular Phone No.: (786) 444-6830 Office No.: (786) 444-6830

Current Home Address (*PO Boxes not accepted*): 9232 Abbott Ave

City: Surfside State: FL Zip Code: 33154

Employer: Self

Employer Address: 746 NW 5 Ave

City: Fort Lauderdale State: FL Zip Code: 33311

Company Phone No.: (786) 444-6830 Other No.: N/A

Signature:

Date: 05.15.2019

***ORIGINAL SIGNATURES REQUIRED**

Northwest-Progresso-Flagler Heights Community Redevelopment Agency

PERSONAL HISTORY STATEMENT

PLEASE READ CAREFULLY - PRINT OR TYPE

Each Proprietor (*if a Sole Proprietorship*), General Partner (*if Partnership*), Limited Partner (*if Partnership*), Officer, Director and Business Owner (*owning 20% or more of the business*), must complete a Personal History Statement. For all Non-Profit Organizations, all guarantors must complete this form and be approved as guarantors by the City of Fort Lauderdale Community Redevelopment Agency.

Applicant/Business Name: BAYIT INVESTMENTS LLC, 710 NW 5TH AVENUE LLC, 744-748 NW 5 AVE LLC, 413 NW 7TH STREET LLC	Participating Bank/Lender: Ocean Bank
City: FORT LAUDERDALE State: FL Zip: 33311	City: Miami State: FL Zip: 33126

Personal Statement of (*if you do not have a middle name, put NMN*):

First Name: Abraham Middle: Last: Fish

Social Security No.: 212-31-2337 Date of Birth: 03/11/1983 Place of Birth: Israel

Present Address: 17501 NE 9 Ave	Previous Address: 1591 NE Miami Gardens Dr apt 103 *(needed if in present address less than 5 years)*
City: Miami State: FL Zip: 33162	City: Miami State: FL Zip: 33179
From: 2012 To: present	From: 2006 To: 2012
Loan Requested from CRA: $2,500,000.00	Are you a U.S. Citizen: ☑ YES ☐ NO
Loan Request from Bank(s): $3,000,000.00	If NO, are you a Lawful Permanent Resident Alien: ☐ YES ☐ NO
Percentage of Company Ownership: 50%	Alien Registration Number:

IT IS IMPORTANT THAT THE NEXT THREE (3) QUESTIONS BE ANSWERED COMPLETELY. AN ARREST OR CONVICTION RECORD WILL NOT NECESSARILY DISQUALIFY YOU. HOWEVER, AN UNTRUTHFUL ANSWER WILL CAUSE YOUR APPLICATION TO BE DENIED.

IF YOU ANSWER "YES" TO ANY OF THE QUESTIONS BELOW, PLEASE FURNISH DETAILS ON A SEPARATE SHEET. INCLUDE DATES, LOCATION, FINES, SENTENCES, WHETHER MISDEMEANOR OR FELONY, DATES OF PAROLE/PROBATION, UNPAID FINES OR PENALTIES, NAME(S) UNDER WHICH CHARGED, AND ANY OTHER PERTINENT INFORMATION.

1. Are you presently under indictment, on parole or probation? *(If YES, indicate the date parole or probation is to expire)*	☐ YES ☑ NO
2. Have you ever been charged with and/or arrested for any criminal offense other than a minor motor vehicle violation? Include offenses which have been dismissed, discharged, or not prosecuted.	☐ YES ☑ NO
3. Have you ever been convicted, placed on pretrial diversion, or placed on any form of probation, including adjudication withheld pending probation, for any criminal offense other than a minor vehicle violation?	☐ YES ☑ NO

I hereby authorize the City of Fort Lauderdale to request criminal record information about me from the criminal justice agencies for the purpose of determining my eligibility.

Signature	Title	Date
	Owner	05. 15. 2019

***ORIGINAL SIGNATURES REQUIRED**

Northwest-Progresso-Flagler Heights Community Redevelopment Agency

CREDIT CHECK RELEASE FORM

I authorize the City of Fort Lauderdale Community Redevelopment Agency to obtain such information (*from any source necessary*), as the City/CRA may require concerning statements made in the application for the CRA funding (*including but not limited to, obtaining a copy of my credit report, current loan status reports and financial information from the Participating Bank/Lender*).

PLEASE NOTE: Each Proprietor (*if a Sole Proprietorship*), General Partner (*if Partnership*), Limited Partner (*if Partnership*), Officer, Director and Business Owner (*owning 20% or more of the business*), must complete this Credit Check Release Form. For all Non-Profit Organizations, all guarantors must complete this form and be approved as guarantors by the City of Fort Lauderdale Community Redevelopment Agency.

First Name: Abraham Middle: _____ Last: Fish

Social Security No.: 212-31-2337 Date of Birth: 03/11/1983

Driver's License (State and Number): F200-000-83-091-0

Home/Cellular Phone No.: (786) 546-2020 Office No.: (786) 546-2020

Current Home Address (*PO Boxes not accepted*): 17501 NE 9 Ave

City: Miami State: FL Zip Code: 33162

Employer: Self

Employer Address: 746 NW 5 Ave

City: Fort Lauderdale State: FL Zip Code: 33311

Company Phone No.: (786) 444-6830 Other No.: N/A

Signature: _____

Date: 05.15.2019

***ORIGINAL SIGNATURES REQUIRED**

Northwest-Progresso-Flagler Heights Community Redevelopment Agency

APPLICATION REQUEST SUPPLEMENTAL INFORMATION

CRA Incentive Programs
Please select the incentive(s) you are applying for and insert the amount of funding assistance you are seeking:

☐	COMMERCIAL FAÇADE IMPROVEMENT PROGRAM	$ _____
☐	PROPERTY AND BUSINESS IMPROVEMENT PROGRAM	$ _____
☐	STREETSCAPE ENHANCEMENT PROGRAM	$ _____
■	DEVELOPMENT INCENTIVE PROGRAM	$ 2,500,000.00
☐	PROPERTY TAX REIMBURSEMENT PROGRAM	$ _____

Please provide a supplement sheet responding to the following numbered questions:

1. Please describe your project.
2. What is the address, folio number and legal description of the property.
3. What is the existing and proposed use of the property? Please note that certain uses are not eligible for CRA assistance. This includes convenience stores, pawn shops, check cashing stores, tattoo parlors, massage parlors, liquor stores and other uses as may be determined by the CRA that are inconsistent with the CRA Community Redevelopment Plan. Please note that there will be restrictive covenants placed on the property for minimum of 5 years restricting use of the property to only those uses for which CRA funding was provided.
4. Are the proposed improvements to the property being made on behalf of a proposed tenant for the property. If so, please provide a copy of the lease agreement.
5. What is the zoning of the property?
6. Are you the property owner? Please provide a copy of the deed of the property. You must be the owner of the property to apply.
7. Is your project new construction or is it renovation?
8. What is the total capital investment of your project and what is your hard construction and soft cost? (While property acquisition cost is not an eligible CRA expense, it may be included in your total capital investment)
9. What is the current Broward County Assessed Value of the property?
10. Is there a mortgage on the property? Please provide OR Book and Page. Please note that CRA funding is in the form of a 0% interest forgivable loan, forgiven after 5 year of project completion secured by a first

mortgage or subordinate mortgage on the property. Projects receiving over $225,000 in CRA assistance will be secured by a forgivable loan forgiven after 7 years to 10 years depending on the level of CRA funding. Other forms of security in lieu of a forgivable mortgage will be considered on a case by case basis.

11. Are there any other liens or pending liens on the property? Please provide OR Book and Page.
12. Are there any code violations on the property? Identify.
13. Is the property listed "For Sale." Please note that properties listed for sale may not apply for CRA program funding.
14. How many new permanent jobs will be created by the project? Please describe the jobs to be created and projected salaries.
15. What is the estimated construction commencement date of the project? Please note that no work is to commence on the project unless a Program Agreement is approved and fully executed between the CRA and the property owner and that work must commence within 90 days of CRA funding approval.
16. What is the estimated completion date of the project? Please note that all approved projects must be completed within a maximum of three (3) years.
17. Please provide proof of your matching funds (i.e. bank statement, line of credit, etc.) and identify other proposed forms of financing for your project.
18. Do you have general liability and fire and casualty insurance on the property? You will be required to demonstrate proof of insurance and may include bonding requirements as required by the City/CRA prior to commencement of work. The cost of insurance may be included as part of your total project cost funded by the program.
19. Have your previously received funding from the CRA? Explain.

If you are applying for funding from the Commercial Façade Improvement Program, Property & Business Improvement Program and/or Streetscape Enhancement Program, please also complete the following:

20. Do you have a detailed scope of work? If so, please include for CRA review and approval.
21. Do you have completed architectural drawings for the scope of work to be performed? Please include along with architectural illustration(s) of the proposed work, material specifications, color selections, etc. Please note that architectural cost may be included as part of your total project cost.
22. Have your project plans been submitted for City Development Review and/or permitting and if so what are the status of the plans and the plan review number? All work must be permitted and approved by the Building Official.
23. Do you have detailed, written contractor cost estimates? If so, please provide.
24. Have you selected a contractor from the attached City/CRA Approved Contractor List? Please note if your contractor is not on the City/CRA approved list, it may be possible to have your contractor become an approved CRA Contractor. He/She will need to complete the attached Contractor Application for consideration.
25. If you are applying for the Facade Program or Property and Business investment Program, and if you are not using a City /CRA Approved Contractor, you must secure <u>two</u> detailed licensed and insured contractor cost estimates and CRA funding is limited to 60% of the lowest cost estimate not to exceed $50,000 which can only be funded on a reimbursement basis, rather than a direct payment to the contractor. In addition, all

projects over $50,000 may be assigned a CRA Construction Review Specialist who will determine the scope of work to be funded and will secure contractor pricing for the project, manage funding request and provide general project oversight.

26. For Streetscape Enhancement Program projects, see additional requirements for projects in excess of $300,000 as required by Florida Statute 255.20.

I Jonathan Fish attest that the information is correct to the best of my knowledge. I further understand that the CRA program benefits are contingent upon funding availability and CRA approval and are not to be construed as an entitlement or right of a property owner/applicant. I further understand that I am responsible for providing all documentation required by The CRA.

_____ Signature of Property Owner or Business Owner

Jonathan Fish

Print Name

I Hbraham Fish attest that the information is correct to the best of my knowledge. I further understand that the CRA program benefits are contingent upon funding availability and CRA approval and are not to be construed as an entitlement or right of a property owner/applicant. I further understand that I am responsible for providing all documentation required by The CRA.

_____ Signature of Property Owner or Business Owner

Hbraham Fish

Print Name

List of all Jobs to be Created

Job Title	#	Brief Job Description	Annual Average Salary	Industry Average Salary	Experience/Education/Skills Required
Please refer to Section 10 of the Application Book					

***USE ADDITIONAL SHEETS IF NECESSARY**

THRIVE
PROGRESSO™

Northwest-Progresso-Flagler Heights
Community Redevelopment Agency

APPLICATION REQUEST
SUPPLEMENTAL INFORMATION

1. **Please describe your project.**

   The Thrive Progresso renovation project is a complete renovation of an entire industrial block within the industrial portion of the Northwest-Progresso-Flagler Heights CRA district, bringing new businesses and a revitalized energy into an area that has become stagnant over the last few decades.

2. **What is the address, folio number and legal description of the property?**

   - Address: 701-745 NW 5th Avenue
     - Folio #: 494234069460
     - Legal: Progresso 2-18 D Lots 7 Thru 24 Blk 281
   - Address: 710-726 NW 5th Avenue
     - Folio #: 494234070100
     - Legal: Progresso 2-18 Lots 21, 28 Thru 37 and E ½ of Lots 38 Thru 42 Blk 282
   - Address: 744-748 NW 5th Avenue
     - Folio #: 4942 3407 0200
     - Legal: Progresso 2-18 D Lots 43 Thru 48 and @ ½ of Lots 38 Thru 42 Blk 282
   - Address: 413 NW 7th Street
     - Folio #: 494234070120
     - Legal: Progresso 2-18 D Lots 25 To 27 Blk 282
   - Address: 405 NW 7th Street
     - Folio #: 494234070110
     - Legal: Progresso 2-18 D Lot 22 To 24 Blk 282

3. **What is the existing and proposed use of the property?**

   - 701-745 NW 5th Avenue
     - Existing Use: Industrial Warehouse
     - Proposed Use: Office/Flex/Retail
   - 710-726 NW 5th Avenue
     - Existing Use: Industrial Warehouse
     - Proposed Use: Office/Flex/Retail
   - 744-748 NW 5th Avenue

- Existing Use: Industrial Warehouse
- Proposed Use: Office/Flex/Retail

- 413 NW 7th Street
  - Existing Use: Vacant Land
  - Proposed Use: Parking Lot
- 405 NW 7th Street
  - Existing Use: Single Family Residential
  - Proposed Use: Parking Lot

4. **Are the proposed improvements to the property being made on behalf of a proposed tenant for the property? If so, please provide a copy of the lease agreement.**

   No, the proposed improvements to the properties are being made on behalf of the current owners of the properties. The improvements are being made in the anticipation of attracting "higher-use" tenants to the area.

5. **What is the zoning of the property?**

   - 701-745 NW 5th Avenue: Zoned I
   - 710-726 NW 5th Avenue: Zoned B-3
   - 744-748 NW 5th Avenue: Zoned B-3
   - 413 NW 7th Street: Zoned B-3
   - 405 NW 7th Street: Zoned RMM-25

6. **Are you the property owner? Please provide a copy of the deed of the property.**

   Yes; the deeds for all properties are contained within the attached application binder in their respective property sections.

7. **Is your project new construction or is it renovation?**

   The project is a complete renovation of the currently existing structures, except for the single-family residential units, as well as the construction of a new parking lot on the vacant land. The single-family residential units will be demolished and the land will be incorporated in the new parking lot.

8. **What is the total capital investment of your project and what is your hard construction and soft cost?**

   The current total capital investment into the project totals $6,017,444.70. We anticipate the construction costs, both hard and soft, to total approximately $4,508,601.04. A list of construction lines items with individual costs is included in the attached application binder.

9. **What is the current Broward County Assessed Value of the property?**

   - 701-745 NW 5th Avenue: $2,919,520
   - 710-716 NW 5th Avenue: $1,319,940

- 744-748 NW 5th Avenue: $672,770
- 413 NW 7th Street: $204,070
- 405 NW 7th Street: $161,260
- Total Assessed Value: $5,277,560

10. Is there a mortgage on the property? Please provide OR Book and Page.

Yes, there are mortgages on the following properties:

- 701-745 NW 5th Avenue: $2,025,000
  - Instrument #: 114056337
- 710-726 NW 5th Avenue: $975,000
  - Instrument #: 114424161

The relevant mortgage documentation is contained in the attached application binder in their respective property sections.

11. Are there any other liens or pending liens on the property? Please provide OR Book and Page.

As of the creation of this document, there are no existing liens or pending liens on any of the properties.

12. Are there any code violations on the property? Identify.

As of the creation of this document, we are in compliance with all the violations recorded on the properties.

13. Is the property listed "For Sale"?

No.

14. How many permanent new jobs will be created by the project? Please describe the jobs to be created and projected salaries.

Please see attached "Employee Analysis".

15. What is the estimated construction commencement date of the project?

There is no current estimated construction commencement date for the project. We anticipate starting the renovation process once they have an agreed-upon financial commitment from the CRA.

16. What is the estimated completion date of the project?

We are anticipating the completion date of the project to be approximately 18-24 months after the commencement date.

17. **Please provide proof of your matching funds (i.e. bank statement, line of credit, etc.) and identify other proposed forms of financing for your project.**

    All relevant financial documentation has been included in the attached sealed manila folders.

18. **Do you have general liability and fire and casualty insurance on the property?**

    Yes, all insurance documentation for each property is provided in the attached application binder in their respective property sections.

19. **Have you previously received funding from the CRA? Explain.**

    No.

MISSION STATEMENT

TO REPOSITION AN UNDER-UTILIZED INDUSTRIAL AREA INTO A VIBRANT URBAN BUSINESS DISTRICT THAT WILL SERVE THE LOCAL COMMUNITY AND BRING NEW ENERGY TO THE SURROUNDING RESIDENTIAL NEIGHBORHOODS.

TABLE OF CONTENTS

SECTION 1

REDEVELOPMENT SUMMARY
- *Project Description*
- *Project Location Map*
- *Proposed Site Plan*
- *Current Floor Plans*
- *Zoning Descriptions*

SECTION 2

BEFORE & AFTERS

SECTION 3

710 NW 5TH AVENUE & 405-413 NW 7TH STREET
- *Aerial*
- *BCPA Information*
- *Warranty Deed(s)*
- *Survey*
- *Purchase Contract(s)*
- *Mortgage Document(s)*
- *Insurance Document(s)*
- *Environmental Information*

SECTION 4

701-745 NW 5TH AVENUE
- *Aerial*
- *BCPA Information*
- *Warranty Deed(s)*
- *Survey*
- *Purchase Contract(s)*
- *Mortgage Document(s)*
- *Insurance Document(s)*
- *Environmental Information*

SECTION 5

744-748 NW 5TH AVENUE
- *Aerial*
- *BCPA Information*
- *Warranty Deed(s)*
- *Purchase Contract(s)*
- *Insurance Document(s)*

SECTION 6

OWNERSHIP INFORMATION
- *Owner Resumes*
- *FL Division of Corporations Information*
- *Articles of Incorporation*

SECTION 7

PROJECT PROFESSIONALS

SECTION 8

FINANCIAL ANALYSES
- *Development Cost Analysis*

Economic Analysis & Project Feasibility

SECTION 9

MARKET ANALYSIS

Face Rent Analysis

Competitive Properties

Competitive Properties Map

SECTION 10

EMPLOYMENT EXCHANGE

Explanation of Program

Program Partners

SECTION 1

THRIVE PROGRESSO™

The History

In an area best known for its history of crime, prostitution, and drugs, a new history is about to be written. Gone are the derelict vehicles, chop-shops, illegal businesses, and unsightly trash piles that contributed to the industrial area's unfortunate reputation. Coming are businesses that will re-make it into a vibrant commercial district serving and supporting the local residential community and drawing clients and visitors from the greater Fort Lauderdale area.

The Vision

Such is the vision and plan behind the creation of THRIVE PROGRESSO™, a curated business environment that will change the reputation of the area and help to facilitate a positive transformation of the surrounding residential areas. While other communities have successfully repositioned old and unsightly industrial areas to house up-scale, non-traditional uses by upgrading building façades and cleverly renovating interiors, the inherent negatives of an industrial area, such as limited parking and the lack of attractive public spaces, have often remained. Not so with THRIVE PROGRESSO™.

Recognizing these deficiencies can, and often do, inhibit the long-term viability and sustainability of industrial area redevelopment, the developers endeavored to acquire in excess of 60,000 square feet of buildings situated on more than three and one-half acres so they could master-plan a meaningful and transformative project. To address the anticipated parking demands of future target-tenants, over 160 parking spaces have been designed into the proposed site plan. Remarkably, the properties they have assembled already have an unusually high number of trees for an older industrial area. The existing canopy will be supplemented by the addition of many more trees, hedges, and gardens that will provide a peaceful and inviting environment for tenants, their clients, and visitors.

The Execution

The existing buildings are very similar to one another, being linear with units typically ranging from approximately 350 to 1,000 rentable square feet with average ceiling heights of 14', multiple loading doors, minimal restroom facilities, and a total lack of air conditioning throughout. The redevelopment and repositioning of these structures for the intended future uses will, obviously, require extensive improvements to be made.

The linear nature of the buildings is considered a positive feature since it provides the opportunity for future tenants to assemble their desired space in reasonable increments. It also

provides the opportunity to present numerous options for natural interior light via the replacement of the existing steel-panel overhead doors with glass-paned overhead doors and traditional impact-rated glass storefronts. Following is a list of additional proposed improvements and features:

Exterior Improvements:

- Re-stuccoing the exterior walls
- Repainting the exterior walls
- Selective installation of new impact-rated windows (in addition to the afore-mentioned glass-paned overhead doors and glass storefronts)
- Repairing and/or upgrading the roofs
- Addition of roof gutters throughout the buildings
- Installation of roof-mounted HVAC curbs and package HVAC units throughout the buildings
- Upgrading the exterior lighting with high-efficiency LED fixtures
- Installation of new awnings throughout the property
- Fabrication and installation of "thematic" tenant signage for all units
- Selective installation of "live" walls and wall art throughout the property

Interior Improvements:

- Preparation and painting of exposed steel bar-joist and metal deck ceilings
- Upgrade and/or the installation of private ADA-compliant restrooms in all units
- Upgrade of electrical service throughout the buildings
- Installation of high-efficiency LED Fixtures
- Replacement of all drywall tenant-demising walls
- Replacement of all interior doors
- Repair and resurfacing of all floor areas with high-gloss epoxy

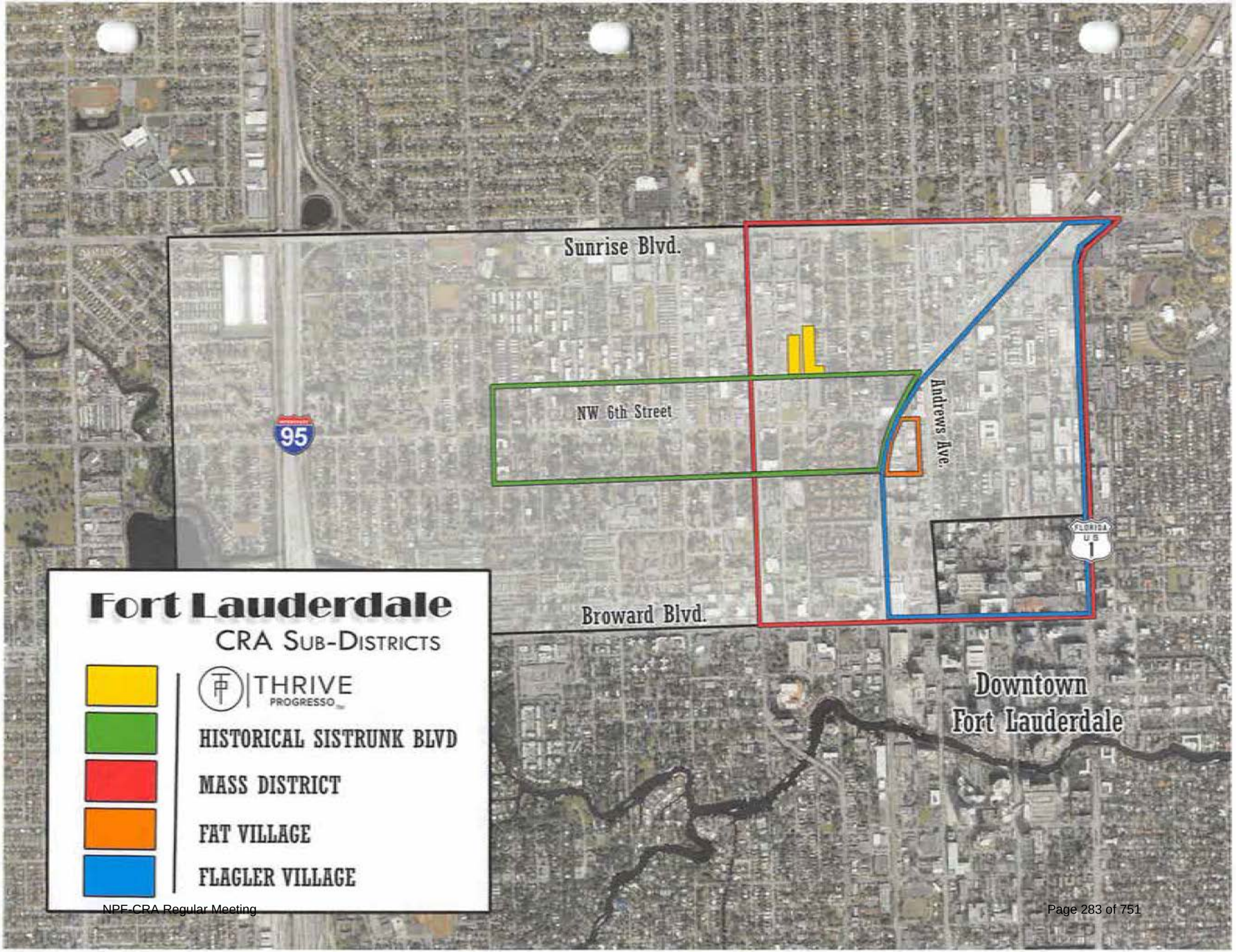
Site Work

- Development of 2 fenced and gated parking areas containing approximately 60 new parking spaces
- Replacement of most existing asphalt parking areas with 4"x 8" colored concrete pavers
- Installation of pedestrian-friendly sidewalks
- Extensive upgrade to existing and installation of new landscaping throughout
- Installation of new irrigation systems
- Installation of public sitting areas
- Installation of new THRIVE PROGRESSO™ business district signage

The Commitment

Too often promises are made that have no basis in reality. The developers of THRIVE PROGRESSO™ understand that to truly transform the area for the benefit of the local community they will need to make a committed effort to foster an environment that will engender the future tenants of THRIVE PROGRESSO™ to see the potential of the local community, whether it be business or employment-related.

As a landlord, there are certain limitations on what can be required of its tenants. However, if resources and opportunities are convenient to access and kept current, the potential for them to be utilized is greatly enhanced. As part of the branding/marketing program for THRIVE PROGRESSO™ there will be an interactive website. Some of the currently planned features will include an employment opportunities "billboard" that will hopefully help to link THRIVE PROGRESSO™ tenants with potential employees from the local community, a community events calendar, and access to local educational facilities and trade organizations as a source of future employees. To that end, Fort Lauderdale High School's new culinary facility has already been toured with the intent to identify mentorship opportunities with some of THRIVE PROGRESSO™'s prospective tenants.

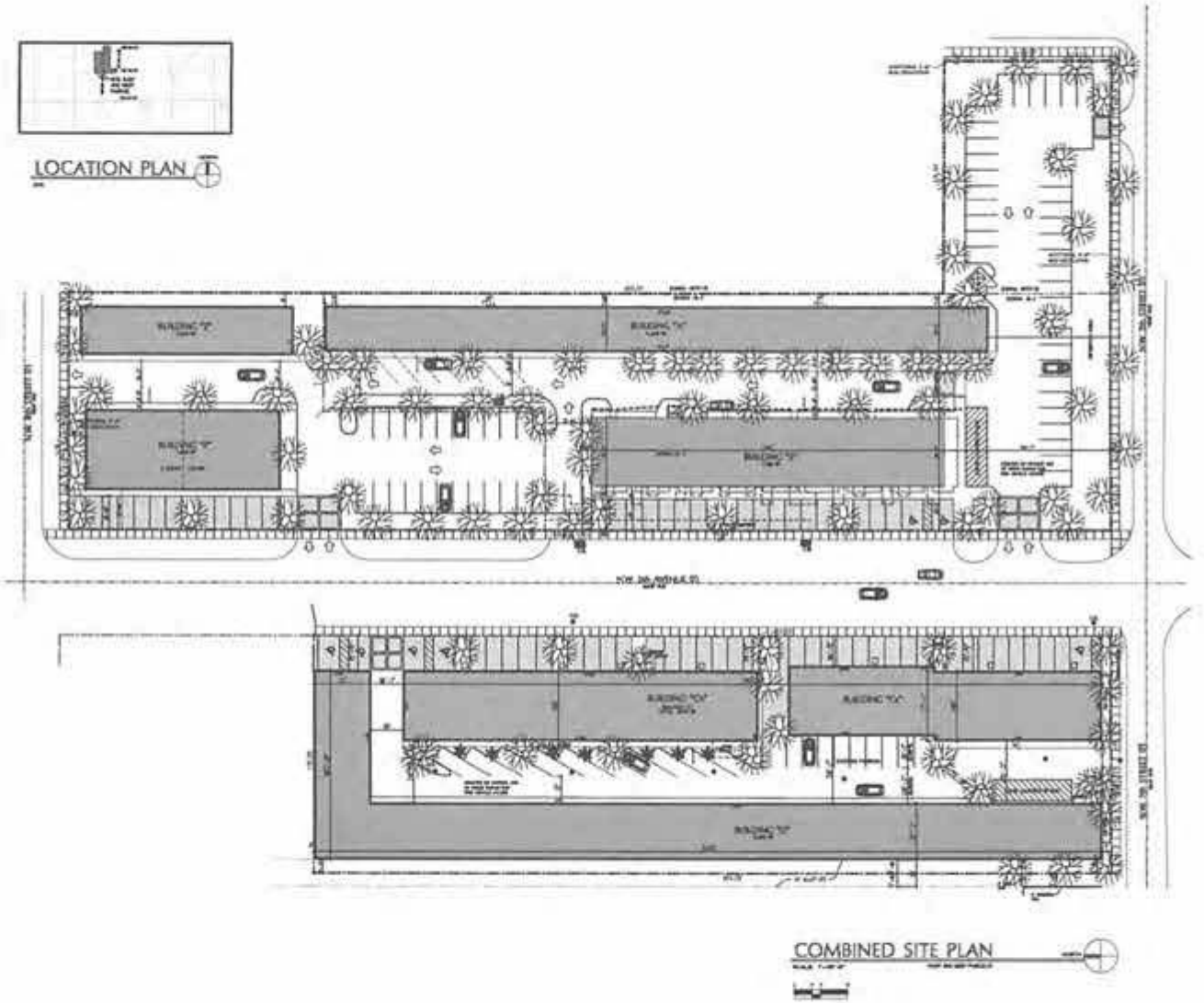

Sunrise Blvd.
NW 6th Street
Andrews Ave.
95
Broward Blvd.
Downtown
Fort Lauderdale
FLORIDA
US
1
Fort Lauderdale
CRA Sub-Districts
THRIVE
PROGRESSO
HISTORICAL SISTRUNK BLVD
MASS DISTRICT
FAT VILLAGE
FLAGLER VILLAGE

THRIVE
PROGRESSO™



SITE DATA
ZONING: [illegible]
LAND USE: INDUSTRIAL
[illegible]
BUILDING DATA
BUILDING "A" - [illegible] SF
BUILDING "B" - [illegible] SF
BUILDING "C" - [illegible] SF
BUILDING "D" - [illegible] SF
TOTAL - [illegible] SF
LOT COVERAGE [illegible]
USE
OFFICE 75% - [illegible] SF
STORAGE - [illegible] SF
IMPERVIOUS AREA
[illegible]
PERVIOUS AREA
[illegible]
PARKING REQUIREMENTS - 1/250 PARKING
OFFICE - [illegible] SF - NOTE RELIEF
[illegible]
STORAGE - [illegible] SF / 500 = [illegible] SF
TOTAL - [illegible] SPACES
PARKING PROVIDED - [illegible] SPACES
LOADING SPACE REQ'D = 1 SPACE, TYPE B
PROVIDED - 1 SPACE
USE OF PROPERTY
OFFICE AND INCIDENTAL
STORAGE USE
SETBACKS
FRONT: REQUIRED 5' FEET, PROPOSED 21'-0"
CORNER: REQUIRED 5' FEET, PROPOSED 7'-0"
REAR: REQUIRED 10' FEET, PROPOSED 7'-6"
SIDE INCREASE TO 100' DISTANCE: REQUIRED NONE, PROPOSED 7'-6"
BUILDING HT: REQUIRED 50' FT, PROPOSED 41'-10"
LOT SIZE: REQUIRED NONE

WEST SITE DATA
ZONING: I - INDUSTRIAL
LAND USE: INDUSTRIAL
SITE AREA = [illegible] SQ.FT., 1.55 ACRES
BUILDING DATA
BUILDING "C" - 10,152 SF
BUILDING "D" - 8,800 SF
TOTAL - 18,944 SF
LOT COVERAGE 32%
USE
OFFICE 20% - 3,688 SF
STORAGE 80% - 15,255 SF
IMPERVIOUS AREA
WIDTH OF BUILDING AREA
[illegible]
TOTAL IMPERVIOUS AREA
PERVIOUS AREA
[illegible]
PARKING REQUIREMENTS
OFFICE - 3,688 SF
3,744 SF / 250 = 15 SF
STORAGE - 15,255 SF / 500 = 031 SF
TOTAL - 046 SPACES
PARKING REQ'D - 58 SPACES
PROVIDED - 58 SPACES
LOADING SPACE REQ'D = 1 SPACE, TYPE B
PROVIDED - 1 SPACE
USE OF PROPERTY
STORAGE AND INCIDENTAL OFFICE USE
SETBACKS
FRONT: REQUIRED 5' FEET, PROPOSED 30'-0"
CORNER: REQUIRED 5' FEET, PROPOSED 7'-1"
REAR: REQUIRED NONE, PROPOSED 7'-6"
SIDE INCREASE: REQUIRED NONE, PROPOSED 10'-6"
BUILDING HT: REQUIRED 50' FT, PROPOSED 41'-10"
LOT SIZE: REQUIRED NONE



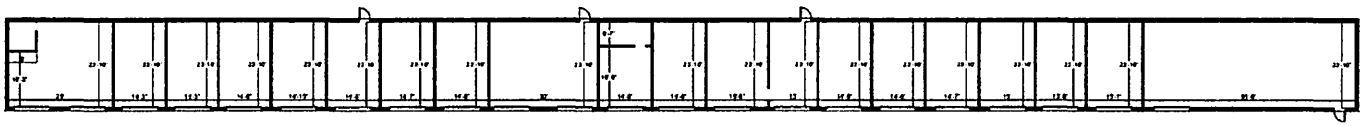
REVISIONS
1 SITE PLAN ADDED

PEDRAUSA ASSOCIATES
ARCHITECTURE PLANNING

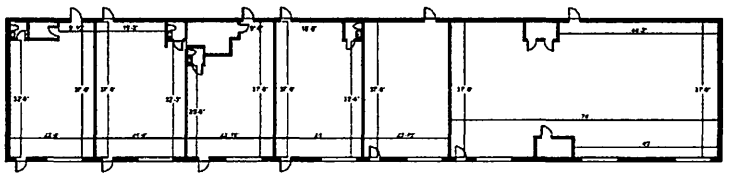
PROPOSED SCHEMATIC SITE DESIGN for
PROGRESSO REDEVELOPMENT CONCEPT
EAST PARCEL: "D" - 144 NW 3rd AVENUE FT. LAUDERDALE
WEST PARCEL: "C" - 140 NW 3rd AVENUE FT. LAUDERDALE

DATE 8/1/2018
SCALE AS NOTED
JOB N.S. 1804.08
FILE PRM SITE
SHEET NO.
SP -1

GENERAL NOTE:
THIS "AS BUILT" FLOOR PLAN IS FOR INTERIOR DESIGN PURPOSES ONLY
THE INTERIOR DESIGNER SHALL VERIFY ALL DIMENSIONS, DRAWINGS AND SPECIFICATION REQUIREMENTS WITH EXISTING CONDITIONS IN THE FIELD AND BRING ANY DISCREPANCIES TO THE HOME OWNERS ATTENTION BEFORE PROCEEDING WITH THE WORK.
DO NOT SCALE DRAWING ALL DIMENSIONS SUPERSEDE ANY GRAPHIC REPRESENTATION. DESIGN AND CONSTRUCTION SHALL CONFORM TO ALL COASTAL CONSTRUCTION CODES.



REAR BUILDING, 9,709 SF



FRONT BUILDING, 7,694 SF

SCALE
1/16" = 1'0"

REVISIONS:

AFFORDABLE FLOOR PLANS
129 DANFORTH DRIVE • JUPITER, FL 33458
TELEPHONE 561-776-2852 • FAX. 561-744-3734

701 NW 5TH AVENUE
FORT LAUDERDALE, FL 33311

SEAL

SIGNATURE:

BY: *M.A.H.*
CHKD:
DATE: *09/24/18*
PROJECT NO:

SHEET: *A1*
OF:

SCALE
1/16" = 1'0"

16159 SF

17099 SF

CLIENT: HOLT

THIS 1st DRAFT FLOOR PLAN IS FOR INTERIOR DESIGN PURPOSES ONLY. THIS VERSION DOESN'T SHALL VERIFY ALL DIMENSIONS, OMISSIONS AND SPECIFICATIONS REQUIREMENTS WITH EXISTING CONDITIONS IN THE FIELD AND SHALL NOTIFY ARCHITECTS TO THE MOST DEGREE ATTENTION DETAIL. MODIFICATIONS WITH THE WORK.
DO NOT SCALE DRAWING ALL DIMENSIONS SUPERSEDE ANY GRAPHIC REPRESENTATION. DESIGN AND CONSTRUCTION SHALL CONFORM TO ALL COASTAL CONSTRUCTION CODES.

REVISIONS:

AFFORDABLE FLOOR PLANS

129 DANFORTH DRIVE
JUPITER, FL 33458
TELEPHONE 561-776-2857 FAX 561-776-2734

701 NW 5TH AVENUE
FORT LAUDERDALE, FL 33311

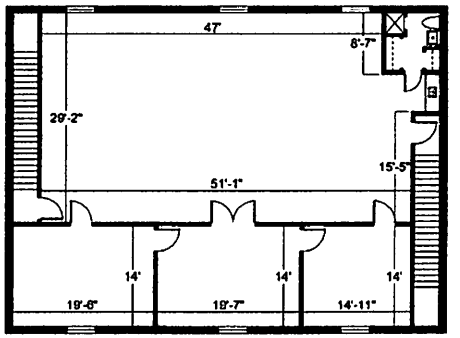
SEAL

SIGNATURE:

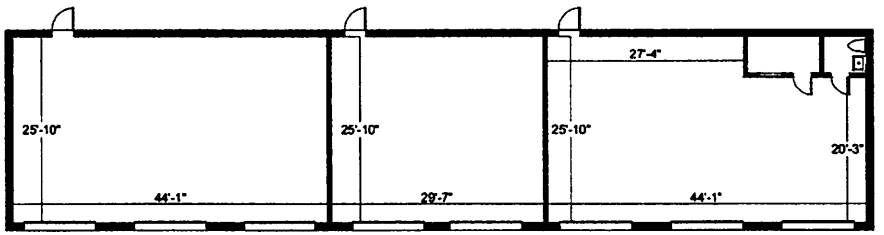
BY: M.A.H.
CHKD:
DATE: 09/24/18
PROJECT NO:

SHEET: A1
OF:

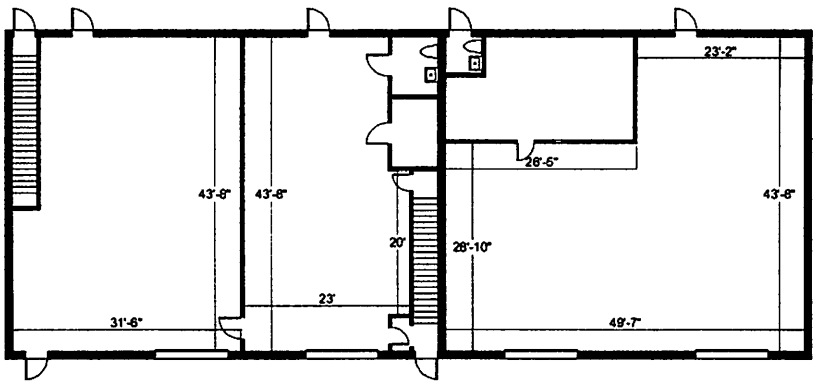
GENERAL NOTE:
THIS "AS BUILT" FLOOR PLAN IS FOR INTERIOR DESIGN PURPOSES ONLY. THE INTERIOR DESIGNER SHALL VERIFY ALL DIMENSIONS, DRAWINGS AND SPECIFICATION REQUIREMENTS WITH EXISTING CONDITIONS IN THE FIELD AND BRING ANY DISCREPANCIES TO THE HOME OWNERS ATTENTION BEFORE PROCEEDING WITH THE WORK.
DO NOT SCALE DRAWING. ALL DIMENSIONS SUPERSEDE ANY GRAPHIC REPRESENTATION. DESIGN AND CONSTRUCTION SHALL CONFORM TO ALL COASTAL CONSTRUCTION CODES.



SECOND FLOOR



REAR BUILDING 3,361 SF



FRONT BUILDING 7,874 SF

SCALE
1/8" = 1'0"

REVISIONS:

AFFORDABLE FLOOR PLANS
129 DANFORTH DRIVE · JUPITER, FL 33458
TELEPHONE 561-776-2857 · FAX. 561-776-3734
A.B.D.

701 NW 5TH AVENUE
FORT LAUDERDALE, FL 33311

SEAL

SIGNATURE:

BY: *M.A.H.*
CHKD:
DATE: *10/24/18*
PROJECT NO:

SHEET: *A1*
OF:

Sec. 47-6.13. - List of permitted and conditional uses, Heavy Commercial/Light Industrial (B-3) District.

District Categories—Automotive, Boats, Watercraft and Marinas, Commercial Recreation, Food and Beverage Sales and Service, Light Manufacturing, Lodging, Public Purpose Facilities, Retail Sales, Services/Office Facilities, Wholesale Trade, Storage and Warehousing, and Accessory Uses, Buildings and Structures.

A.	***REQUIRED USES***
1.	The portion of property fronting a navigable waterway must be used for marina or hotel marina, or shipyard use, see Section 47-23.8, Specific Location Requirements for Waterway Uses.

B.	***PERMITTED USES***	*C.*	***CONDITIONAL USES:*** See Section 47-24.3.
1.	*Automotive*		
a.	Automotive Detailing and Alarm Systems.	a.	Car Wash, Outdoor Hand-wash.
b.	Automotive Sales, Rental, new or used vehicles, see Section 47-18.3.	b.	Communication Towers, Structures, Station, see Section 47-18.11.
c.	Automotive Parts & Supplies Store, including installation in wholly enclosed buildings, permitting wholesale sales.		
d.	Automotive Repair Shop, including major repair, see Section 47-18.4.		
e.	Automotive Service Station, see Section 47-18.5.		

f.	Car Wash, automatic, see Section 47-18.7.
g.	Motorcycle/Moped Sale, wholesale sales permitted.
h.	Recreation Camper and Trailers, Sales and Rental, new or used, wholesale sales permitted, see Section 47-18.27.
i.	Taxi Lot/Operations.
j.	Tire sales, including Retreading and Service, wholesale sales permitted.

2.	*Boats, Watercraft and Marinas*	
	a. Marine Parts and Supplies Store. b. Sailmaking. c. Watercraft Repair, major repair, see Section 47-18.37. d. Watercraft Sales and Rental, new or used, see Section 47-18.36.	a. Charter and Sightseeing Boat, see Section 47-23.8. b. Hotel Marina, see Section 47-23.8. c. Marina, see Section 47-23.8. d. Marine Service Station see Section 47-18.20. e. Shipyard, see Section 47-23.8. f. Watercraft Sales, Rental, new or used, see Section 47-18.36.
3.	*Commercial Recreation*	

a. Billiard Parlor. b. Bingo Hall. c. Bowling Alley. d. Indoor Motion Picture Theater. e. Performing Arts Theater.	a. Indoor Firearms Range, see Section 47-18.18.

4.	*Food and Beverage Service, Retail and Wholesale*
a.	Bakery.
b.	Bar, Cocktail Lounge, Nightclub.
c.	Cafeteria.
d.	Candy, Nuts.
e.	Catering Operation.
f.	Convenience Kiosk. See Sec. 47-18.43.
g.	Convenience Store. See Sec. 47-18.43.
h.	Convenience Store, Multi-Purpose. See Sec. 47-18.43.
i.	Delicatessen.
j.	Food and Beverage, Drive-Thru and Carry-Out.
k.	Fruit and Produce Store.

l.	Grocery/Food Store.		
m.	Ice Cream/Yogurt Store.		
n.	Liquor Store. See Sec. 47-18.43.		
o.	Meat and Poultry Store.		
p.	Package Liquor Store. See Sec. 47-18.43.		
q.	Restaurant.		
r.	Seafood Store.		
s.	Supermarket.		
5.	*Light Manufacturing*		
a.	Apparel, Textile, Canvas and related uses.		
b.	Contractors Yards.		
c.	Processing and Assembly of Previously Prepared Materials.		
6.	*Lodging*		
a.	Hotel, see Section 47-18.16.		
7.	*Public Purpose Facilities*		

	a. Bus Terminal, Railroad Station. b. Hospital. c. Civic and Private Clubs Facility. d. Government Administration. e. Active and Passive Park, see Section 47-18.44. f. Public/Private Recreation. g. Police and Fire Substation. h. Post Office Substation. i. Railroad Freight and Passenger Depot.	a. Social Service Facility, see Section 47-18.31. b. Communication Towers, Structures, and Stations, see Section 47-18.11. c. Addiction Treatment Center, see Section 47-18.31. d. Social Service Facility—General, see Section 47-18.31.
8.	*Retail and Wholesale Sales*	
a.	Antiques Store.	a. Pain Management Clinic.
b.	Apparel/Accessories.	
c.	Arts & Crafts Supplies.	
d.	Art Studio.	
e.	Bait and Tackle.	
f.	Bicycles.	
g.	Books.	

h.	Camera, Photographic Supplies.
i.	Card & Stationery.
j.	Cigars, Tobacco.
k.	Computers/Software.
l.	Consignment, Thrift.
m.	Cosmetics, Sundries.
n.	Department Store.
o.	[*Reserved.*]
p.	Fabric, Needlework, Yarn.
q.	Firearms Store.
r.	Florist.
s.	Flooring Store.
t.	Furniture Store.
u.	Gifts, Novelties, Souvenirs.
v.	Glassware, China, Pottery.
w.	Hardware.
x.	Hobby Items, Toys, Games.
y.	Holiday-Related Merchandise, Outdoor Sales, see Section 47-18.15.
z.	Home Improvement Center.

aa.	Household Appliances.		
bb.	Jewelry.		
cc.	Lawn and Garden Supplies, Furniture.		
dd.	Linen, Bath, Bedding.		
ee.	Luggage, Handbags, Leather Goods.		
ff.	Lumber Yards.		
gg.	Medical Supplies.		
hh.	Mobile Vendor, see Section 47-18.22.		
ii.	Music, Musical Instruments.		
jj.	Newspapers, Magazines.		
kk.	Nursery, Plants, Flowers.		
ll.	Office Supplies, Office Equipment.		
mm.	Optical Store.		
nn.	Paint, Wallpaper.		
oo.	Party Supply.		
pp.	Pawn Shop.		
qq.	Pet Store.		
qq-1.	Pharmacy.		
rr.	Shoe Store.		

ss.	Sporting Goods Store.		
tt.	Swimming Pools, Hot Tubs & Spas, supplies and service.		
uu.	Tapes, Videos, Music CD's.		
9.	*Services/Office Facilities*		
a. Auction House. b. Check Cashing Store.		a.	Adult Gaming Center, see Section 47-18.42.
c.	Child Day Care Facilities, Corporate/Employee Sponsors, see Section 47-18.8.	b.	Child Day Care Facilities, Large, see Section 47-18.8.
d.	Contractors yards.	c.	Medical Cannabis Dispensing Facilities, see Section 47-18.46.
e.	Copy Center.		
f.	Dry Cleaning, Laundering Plant.		
g.	Equipment Rental.		
h.	Film Processing Plant, including wholesale sales.		
i.	Financial Institution, including Drive-Thru Banks.		
j.	Fortunetellers and Psychic Readers.		
k.	Funeral Home.		

l.	Health and Fitness Center.
m.	Instruction: Fine Arts, Sports, Recreation, Dance, Music, Theater.
n.	Interior Decorator.
o.	Mail, Postage, Fax Service.
p.	Massage Therapist.
q.	Medical Clinic.
r.	Medical, Dental Office.
s.	Mover, Moving Van Service.
t.	Parking Facility, see Section 47-20.
u.	Pest Control.
v.	Pet Boarding Facility, Domestic Animals Only.
w.	Personnel Services, including Labor Pools.
x.	Professional Office.
y.	Photographic Studio.
z.	Publishing Plant.
aa.	Security Systems.
bb.	Shoe Repair.

cc.	Swimming Pools.
dd.	Tailor, Dressmaking Store.
ee.	Tanning Salon.
ff.	Tattoo Artist.
gg.	Taxidermist.
hh.	Trade/Business School.
ii.	Travel Agency.
jj.	Veterinary Clinic, see Section 47-18.35.
kk.	Watch and Jewelry Repair.
10.	*Storage Facilities*
a.	Self Storage Facility, see Section 47-18.29.
b.	Warehouse Facility.
11.	*Accessory Uses, Buildings and Structures* (See also Section 47-19.)
a.	Accessory uses to Hotels, see Section 47-19.8.
b.	Catering Services.
c.	Child Day Care Facility, Corporate/Employee Sponsor, when accessory to a Professional Office, see Section 47-18.8.

d.	Film Processing, when accessory to a permitted use.
e.	Outdoor Dining and Sidewalk Café, see Section 47-19.9.
f.	Outdoor storage, see Section 47-19.9.
g.	Video Games Arcade, when accessory to a shopping center.
h.	Warehouse Facilities.
12.	*Urban Agriculture* See Section 47-18.41.

(Ord. No. C-97-19, § 1(47-6.3.4), 6-18-97; Ord. No. C-97-26, § 2, 7-15-97; Ord. No. C-11-14, §§ 3, 7, 6-21-11 ; Ord. No. C-12-24, § 4, 7-10-12 ; Ord. No. C-12-45, § 5, 12-4-12 ; Ord. No. C-13-29, § 1, 8-20-13 ; Ord. No. C-14-42, § 2, 10-21-14 ; Ord. No. C-15-36, § 2, 10-20-15 ; Ord. No. C-17-09 , § 3, 5-16-17; Ord. No. C-17-44 , § 3, 11-7-17)

Sec. 47-7.2. - Intent and purpose of district.

General Industrial District (I) is intended for industrial, manufacturing and related uses not involving potential nuisances in terms of noise, odor, emissions of particulate matter, lighting and other potential nuisance factors.

(Ord. No. C-97-19, § 1(47-7.2), 6-18-97)

Sec. 47-7.10. - List of permitted and conditional uses, General Industrial (I) District. (Notes A, B & C)

District Categories—Automotive, Aircraft, Boats and Watercraft (Wholesale Sales, Service and Repair), Manufacturing, Public Purpose Facilities, Storage Facilities, Wholesale Sales/Rental Services, and Accessory Uses, Buildings and Structures.

A.	***REQUIRED USES***
1.	The portion of property fronting a navigable waterway must be used for marina or shipyard uses, see Section 47-23.8, Specific Location Requirements for Waterway Uses.

B.	***PERMITTED USES***	***C.***	***CONDITIONAL USES:*** See Section 47-24.3.
1.	*Automotive, Aircraft and Watercraft (Wholesale Sales, Service and Repair)*		

a. Automotive Detailing, Alarms, Window Tinting. b. Automotive Service Station, see Section 47-18.5. c. Aircraft, Sales, Service and Repair. d. Automotive Repair Shop, including major repair, see Section 47-18.4. e. Automotive Sales, Rental, new or used vehicles, see Section 47-18.3. f. Mobile Homes, sales, service and repair. g. Recreation Campers and Trailers Sales, Rental, new or used, see Section 47-18.27. h. Towing Service. i. Truck Sales, Rental, new or used, see Section 47-18.34. j. Sailmaking. k. Watercraft Repair Shop, see Section 47-18.37. l. Watercraft Sales, Rental, new or used, see Section 47-18.36.	a. Marina, see Section 47-23.8. b. Marine Service Station, see Section 47-18.20. c. Shipyard, see Section 47-23.8. d. Tugboat Service, see Section 47-23.8.

2.	*Manufacturing/Processing of Products*	
a. Apparel, Textile, Canvas & related uses. b. Automotive, Trucks and Mobile Homes. c. Contractors Yards. d. Industrial Machinery and Equipment. e. Manufacturing of Animal Feed from refuse, mash or grain. f. Manufacturing of Products from Stone, Clay, Concrete or Glass. g. Meat Packing, Plants, Stock or Slaughter Yards. h. Process and assembly of previously prepared materials.	a. Acid Manufacturing. b. Asphalt Manufacturing. c. Cement and Lime Manufacturing. d. Fertilizing Plants or Fertilizer Mixing. e. Manufacturing of Explosives. f. Manufacturing of Plastics, Rubber, Leather Products. g. Meat Packing, Plants, Stock or Slaughter Yards. h. Private Recycling Facility.	
3.	*Public Purpose Facilities*	

a. Active and Passive Park, see Section 47-18.44. b. Police and Fire Substation. c. Freight and Rail Terminal. d. Communication Towers, Structures and Stations, see Section 47-18.11.		a. Radio Broadcast Facility, Production Facility, Radio, Television and Motion Picture Production. b. Food Distribution Center, see Section 47-18.31.
4.	*Storage Facilities*	
a. Automotive Wrecking and Salvage Yards, Junk Yards, see Outdoor Storage of goods and materials, Section 47-19.9. b. Lumber Yards, see Outdoor Storage of goods and materials, Section 47-19.9. c. Self Storage Facility, see Section 47-18.29. d. Storage Yard, except as provided herein. e. Warehouse Facility.		a. Fuel Storage, sales, other than Automotive Service Station, see Section 47-18.13. b. Petroleum Storage, Refining and Transfer, see Section 47-18.13.
5.	*Wholesale Sales/Rental Services*	
a.	Building Supplies, Materials and Equipment.	
b.	Plumbing Equipment.	

c.	Pump and Well.		
d.	Restaurant and Hotel Equipment.		
e.	Sign.		
f.	Swimming Pool and Pool Supplies.		
6.	*Accessory Uses, Buildings and Structures* (See Section 47-19.)		
a.	Automotive Service Station, when accessory to Automotive Repair Shop, see Section 47-18.5.		
b.	Outdoor Storage, see Section 47-19.9.		
7.	*Urban Agriculture* See Section 47-18.41.		

Note A: Only wholesale sales of products shall be permitted.

Note B: ;hg;Retail sales and services, including offices are permitted only when accessory to manufacturing, processing, assembly, maintenance, repair or warehousing operation.

Note C: ;hg;Any industrial use within 300 feet of residential property shall be subject to the requirements of a Conditional Use Permit, see Section 47-24.3.

(Ord. No. C-97-19, § 1(47-7.3), 6-18-97; Ord. No. C-97-26, § 3, 7-15-97; Ord. No. C-12-24, § 4, 7-10-12 ; Ord. No. C-15-10, § 2, 3-3-15 ; Ord. No. C-15-36, § 3, 10-20-15 ; Ord. No. C-17-44 , § 4, 11-7-17)

SECTION 2

THRIV
STOP

NATIONAL

GALAX

SECTION 3


1
710 [illegible] NW 5th AVENUE, FORT LAUDERDALE, FL 33311
Folio Number: 4942 34 07 0100
Legal Description:
PROGRESSO 2-18 D LOTS 21,28 THRU 37 AND E1/2 OF LOTS 38 THRU 42 BLK 282
2
413-415 NW 7th STREET, FORT LAUDERDALE, FL 33311
Folio Number: 4942 34 07 0120
Legal Description:
PROGRESSO 2-18 D LOT 25 TO 27 BLK 282
3
405 NW 7th STREET, FORT LAUDERDALE, FL 33311
Folio Number: 4942 34 07 0110
Legal Description:
PROGRESSO 2-18 D LOT 22 TO 24 BLK 282
NW METCALF AVE
NW 4TH AVE
NW 5TH AVE
CUNNINGHAM AVE
METCALF AVE
BRYAN AVE
NW 6TH AVE
1
2
3



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	710-726 NW 5 AVENUE, FORT LAUDERDALE FL 33311	ID #	4942 34 07 0100
Property Owner	710 NW 5TH AVENUE LLC	Millage	0312
Mailing Address	9232 ABBOTT AVE MIAMI FL 33154	Use	48
Abbr Legal Description	PROGRESSO 2-18 D LOTS 21,28 THRU 37 AND E1/2 OF LOTS 38 THRU 42 BLK 282		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2019	$455,630	$864,310	$1,319,940	$1,319,940	
2018	$455,630	$864,310	$1,319,940	$1,319,940	$24,850.85
2017	$455,630	$752,090	$1,207,720	$1,186,860	$22,951.99

2019 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$1,319,940	$1,319,940	$1,319,940	$1,319,940
Portability	0	0	0	0
Assessed/SOH	$1,319,940	$1,319,940	$1,319,940	$1,319,940
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$1,319,940	$1,319,940	$1,319,940	$1,319,940

Sales History

Date	Type	Price	Book/Page or CIN
5/25/2017	WD-Q	$1,300,000	114424160
10/17/2003	WD	$825,000	36877 / 304
8/20/2002	WD	$665,000	33744 / 942
10/22/1998	QCD	$100	29140 / 1490
2/6/1996	QC*	$100	24531 / 525

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
$10.00	45,563	SF
Adj. Bldg. S.F. (Card, Sketch)		17277
Eff./Act. Year Built: 1984/1983		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
W								
17277								



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	405 NW 7 STREET, FORT LAUDERDALE FL 33311	ID #	4942 34 07 0110
Property Owner	413 NW 7TH STREET LLC	Millage	0312
Mailing Address	9232 ABBOTT AVE SURFSIDE FL 33154	Use	01
Abbr Legal Description	PROGRESSO 2-18 D LOT 22 TO 24 BLK 282		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2019	$55,690	$148,380	$204,070	$204,070	
2018	$55,690	$148,380	$204,070	$135,490	$3,410.87
2017	$50,630	$123,070	$173,700	$123,180	$3,118.18

2019 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$204,070	$204,070	$204,070	$204,070
Portability	0	0	0	0
Assessed/SOH	$204,070	$204,070	$204,070	$204,070
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$204,070	$204,070	$204,070	$204,070

Sales History

Date	Type	Price	Book/Page or CIN
4/23/2018	WD-Q	$225,000	115040465
5/16/2013	WD-Q	$104,000	111576163
1/21/2013	WD-D	$84,000	111287060
10/20/2010	SWD-Q-DS	$46,500	47484 / 1645
3/25/2010	CET-T	$100	47007 / 105

Land Calculations

Price	Factor	Type
$5.50	10,125	SF
Adj. Bldg. S.F. (Card, Sketch)		1515
Units/Beds/Baths		2/6/4
Eff./Act. Year Built: 1953/1952		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
R								
2								



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	413-415 NW 7 STREET, FORT LAUDERDALE FL 33311	ID #	4942 34 07 0120
Property Owner	413 NW 7TH STREET LLC	Millage	0312
Mailing Address	9232 ABBOTT AVE SURFSIDE FL 33154-3012	Use	10
Abbr Legal Description	PROGRESSO 2-18 D LOT 25 TO 27 BLK 282		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2019	$159,470	$1,790	$161,260	$161,260	
2018	$60,750	$1,790	$62,540	$57,660	$1,078.03
2017	$50,630	$1,790	$52,420	$52,420	$2,509.23

2019 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$161,260	$161,260	$161,260	$161,260
Portability	0	0	0	0
Assessed/SOH	$161,260	$161,260	$161,260	$161,260
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$161,260	$161,260	$161,260	$161,260

Sales History

Date	Type	Price	Book/Page or CIN
9/26/2018	WD-Q	$180,000	115362827
5/6/2013	QCD-T	$100	111531921
11/14/2012	TXD-D	$52,000	49253 / 871
2/8/2002	WD	$67,000	32762 / 1698
7/1/1989	CET	$100	16604 / 198

Land Calculations

Price	Factor	Type
$15.75	10,125	SF
Adj. Bldg. S.F. (Card, Sketch)		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
L								
1								

THIS INSTRUMENT PREPARED BY:
Joseph L. Kohn, P.A.
5489 Wiles Road, Suite 304
Coconut Creek, FL 33073
Our File No.: **JKS16382**

AND RETURN TO:
Old Palm Title, LLC
720 East Palmetto Park Road
Boca Raton, FL 33432

E-RECORDED simplifile
ID: E11442416O
County: Broward
Date: 6/5/17 Time: 4:20

Property Appraisers Parcel Identification (Folio) Number: **4942 34 07 0100**
State of Florida Deed Documentary Stamps paid on this transaction: **$9,100.00**

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made the 25 day of **May, 2017 by Premnath Ganaishlal, a married man,** whose post office address is 1462 NW 87th Terrace, Coral Springs, FL 33071 herein called the Grantor,

to **710 NW 5th Avenue LLC, a Florida Limited Liability Company,** whose post office address is 710 NW 5th Avenue, Fort Lauderdale, FL 33311, hereinafter called the Grantee:
(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in BROWARD County, State of Florida, viz.:

All of Lots 21, 28, 29, 30, 31, 32, 33, 34, 35, 36 and 37 and the East One-Half (E 1/2) of Lots 38, 39, 40, 41 and 42, in Block 282, of Progresso, a subdivision according to the plat thereof as recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Broward County, Florida.

Subject to easements, restrictions and reservations of record and taxes for the year 2017 and thereafter.

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantor. The Grantor's HOMESTEAD address is as mentioned above.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2016.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Sabine Krieger

Witness #1 Printed Name

Witness #2 Signature

Tricia Posten

Witness #2 Printed Name

Premnath Ganaishlal

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25 day of May, 2017, by Premnath Ganaishlal who is personally known to me or has produced FL DL as identification.

SEAL

TRICIA M. POSTEN
MY COMMISSION EXPIRES
OCTOBER 15, 2020
#GG 032042
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public

Tricia Posten

Printed Notary Name

My commission expires:

File No.: JKS16382

Instr# 115362827 , Page 1 of 2, Recorded 10/03/2018 at 11:45 AM
Broward County Commission
Deed Doc Stamps: $1260.00

Prepared by, record and return to:

Name: Liliana Cano Agron, Esq.
Clear Title Group
1691 Michigan Avenue, #360
Miami Beach, Florida 33139

Parcel No.: **494234-07-0120**

SPACE ABOVE THIS LINE FOR PROCESSING DATA | *SPACE ABOVE THIS LINE FOR RECORDING DATA*

This **WARRANTY DEED** is made the 26th day of **September, 2018**, between **Land Trust Service Corporation, as Trustee of Trust No. 413-415 dated April 12, 2013**, hereinafter called the **Grantor**, whose address is 28 West Park Avenue, Lake Wales, FL 33853, and **413 NW 7th Street, LLC**, a Florida limited liability company, whose address is 9232 Abbott Avenue, Surfside, FL 3354, hereinafter called the **Grantee**.

The Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee the below-described land situated in the County of **Broward**, Florida:

Lots 25, 26 and 27, Block 282, of PROGRESSO, according to the Plat thereof, as recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, and said lands situate, lying and being in Broward County, Florida.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. Subject to taxes for the year 2018 and subsequent years, restrictions, reservations, covenants and easements of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever. And the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple, that the Grantor has good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever. Grantor further warrants that said land is free of all encumbrances, except as noted herein and except taxes accruing subsequent to December 31, 2018.

IN WITNESS WHEREOF, the Grantor has executed this Warranty Deed the day and year first above written.

Signed, sealed and delivered in our presence:

Witness: Staci Coffman

Witness: Darlene Hollinsed

Land Trust Service Corporation, as Trustee of Trust No. 413-415 dated April 12, 2013,

By: Mark Warda, President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 28th day of September, 2018 by **Mark Warda, as President of Land Trust Service Corporation, the Trustee of Trust No. 413-415 dated April 12, 2013,** who [✓] is personally known to me or [ ] produced _____ as identification.

STACI COFFMAN
Notary Public - State of Florida
Commission # GG 222437
My Comm. Expires Jun 27, 2022

NOTARY PUBLIC

Instr# 115040465 , Page 1 of 2, Recorded 04/27/2018 at 12:50 PM
Broward County Commission
Deed Doc Stamps: $1575.00

Prepared by and return to:
Craig E. Packer
Firm Title Corporation
14201 W Sunrise Blvd #203
Sunrise, FL 33323
954-236-0492

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **23rd** day of **April, 2018** between **Harrison School LLC, a Florida limited liability company** whose post office address is **151 N. Nob Hill Road, Plantation, FL 33324**, grantor, and **413 NW 7TH STREET, LLC, a Florida limited liability company** whose post office address is **9232 Abbott Ave., Surfside, FL 33154**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Broward County, Florida** to-wit:

Lots 22, 23, and 24, Block 282, PROGRESSO, according to the map or plat thereof as recorded in Plat Book 2, Page 18, Public Records of Miami-Dade County, Florida. Said lands situate, lying and being in Broward County, Florida.

Parcel Identification Number: 4942 34 07 0110

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2017**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: _____

Witness Name: _____

Harrison School LLC, a Florida limited liablity company

By: _____
Evan Taber, Trustee of the Harrison School Trust
as Manager of Harrison School LLC, a Florida LLC

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 23rd day of April, 2018 by Evan Taber, Trustee of the Harrison School Trust as Manager of Harrison School LLC, a Florida LLC. He/she [_] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

CRAIG PACKER
Notary Public - State of Florida
Commission # FF 192605
My Comm. Expires May 17, 2019
Bonded through National Notary Assn.

Notary Public

Printed Name: _____

My Commission Expires: _____

ALTA/ACSM LAND TITLE SURVEY

I have reviewed OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY'S COMMITMENT FOR TITLE INSURANCE
Agent's File Reference: OPT-1066
Dated NOVEMBER 8, 2016 @ 8:00 AM.
All policy and title search items have been abstracted and all that apply are shown hereon.

ITEM#	P.B.	PG.	CONVEYANCE	STATUS
7	2	19	PLAT OF PROGRESSO	SHOWN HEREON

ITEM#	O.R.B.	PG.	CONVEYANCE	STATUS
8	3030	708	FP&L EASEMENT- WEST 6' OF LOTS 32, 33 & 34	SHOWN HEREON
8	3030	709	FP&L EASEMENT- WEST 6' OF LOT 35	SHOWN HEREON
8	3030	710	FP&L EASEMENT- WEST 6' OF LOT 36	SHOWN HEREON
8	3030	711	FP&L EASEMENT- WEST 6' OF LOT 39	SHOWN HEREON
8	3030	712	FP&L EASEMENT- WEST 6' OF LOT 42	SHOWN HEREON
8	3028	339	FP&L EASEMENT- WEST 6' OF LOT 37	SHOWN HEREON

TO US HOSPITALITY ACQUISITION LLC; OLD PALM TITLE, LLC; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES NO ITEMS OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 03.23.2017.

DATE OF PLAT OR MAP: 04.20.2017

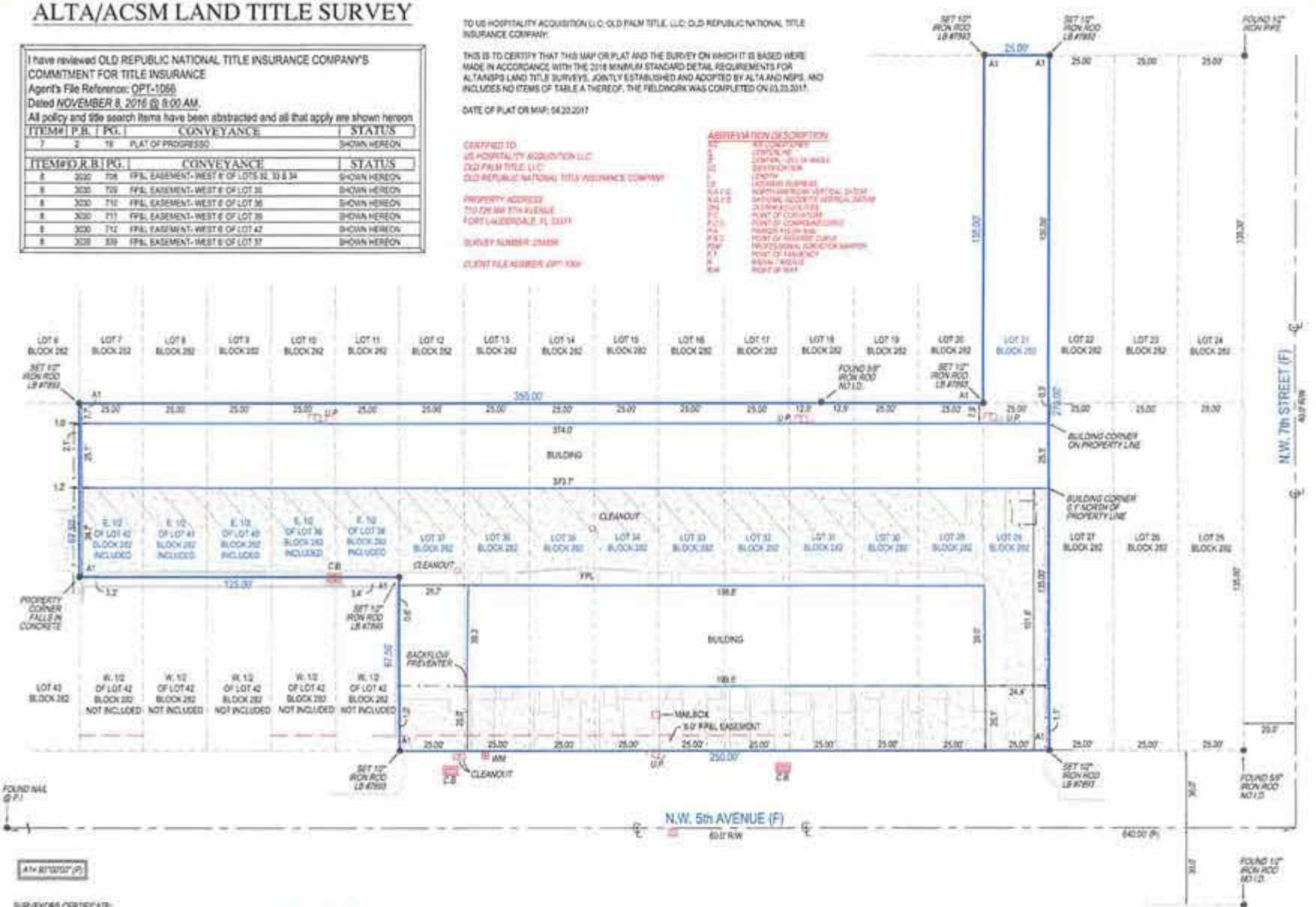
CERTIFIED TO:
US HOSPITALITY ACQUISITION LLC;
OLD PALM TITLE, LLC;
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

PROPERTY ADDRESS:
710 FOR NW 6TH AVENUE
FORT LAUDERDALE, FL 33311

SURVEY NUMBER: 234556

CLIENT FILE NUMBER: OPT-1066

ABBREVIATION DESCRIPTION



A1= 90°00'00" (F)

SURVEYORS CERTIFICATE:
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION, NOT VALID WITHOUT A RAISED EMBOSSED SEAL AND SIGNATURE.

Kenneth Osborne

KENNETH J OSBORNE
PROFESSIONAL SURVEYOR AND MAPPER # 6511

LEGAL DESCRIPTION:
ALL OF LOTS 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 AND 37 AND THE EAST ½ OF LOTS 38, 39, 40, 41 AND 42, IN BLOCK 252, OF PROGRESSO, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 19, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING LANDS SITUATE LYING AND BEING IN BROWARD COUNTY, FLORIDA.

COMMUNITY NUMBER: 12016C
PANEL: 1201 H
SUFFIX: H
F.I.R.M. DATE: 8/18/2014
FLOOD ZONE: AH(EL=8.0')
FIELD WORK: 3/23/2017

SURVEY NOTES:
THERE ARE NO VISIBLE ENCROACHMENTS OR ADJOINER ON NORTHERLY AND WESTERLY LINES OF LOT

THERE ARE STAKES FLUSH WALLS NEAR THE BOUNDARY OF THE PROPERTY

SYMBOL DESCRIPTIONS

TARGET SURVEYING, LLC
SERVING FLORIDA
1209 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: http://targetsurveying.net

Commercial Contract

FloridaRealtors®

1. **PARTIES AND PROPERTY:** US Hospitality Acquisition LLC ("Buyer")

agrees to buy and GANAISHLAL,PREMNATH ("Seller")

agrees to sell the property as: Street Address: 710 NW 5 AVE FORT LAUDERDALE FL 33311

Legal Description: PROGRESSO 2-18 D LOTS 21,28 THRU 37 AND E1/2 OF LOTS 38 THRU 42 BLK 282

and the following Personal Property: _____

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: $ 1,300,000

(a) Deposit held in escrow by Steven K. Platzek, Esq. $ 10,000
("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: 720 E Palmetto Park Rd Boca Raton, Florida 33432 Phone: (561) 750-2445

(b) Additional deposit to be made to Escrow Agent within 30 days after Effective Date $ 90,000

(c) Additional deposit to be made to Escrow Agent within ____ days after Effective Date $ _____

(d) Total financing (see Paragraph 5) $ _____

(e) Other _____ $ _____

(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid with locally drawn cashier's or official bank check(s) or wire transfer. $ 1,200,000

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before November 10, 2016, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

60 days from Effective Date

(a) Closing Date: This transaction will be closed on ~~11/29/2016~~ _____ (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

CC-4 Rev. 12/10 ©2010 Florida Association of REALTORS® All Rights Reserved

(b) **Location:** Closing will take place in Brroward County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: Within _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or $ _____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:

_____.

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within ____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within ____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close.

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____

_____;

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as _____.

(a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☐ **Seller's** ☒ **Buyer's** expense and within 10 days ☒ after Effective Date ☐ or at least ___ days before Closing Date deliver to **Buyer** (check one)

☒ (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) **Title Examination: Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or

CC-4 Rev. 12/10 ©2010 Florida Association of REALTORS® All Rights Reserved

(2) **Buyer** delivers proper written notice and **Seller** cures the defects within 5 days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt by **Buyer** of notice of such curing. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

☒ (i.)**Seller** will, within 10 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction: _____, prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check **(a)** or **(b)**)

☐ **(a) As Is: Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within 30 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's** intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer's** intended use and development. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer. Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the

CC-4 Rev. 12/10 ©2010 Florida Association of REALTORS® All Rights Reserved

parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted [X] only with **Buyer's** consent [ ] without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: Buyer will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller** will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer. Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller.** If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

CC-4 Rev. 12/10 ©2010 Florida Association of REALTORS® All Rights Reserved

Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have ___ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

13. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer, Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Seller** retains the deposit, **Seller** will pay the Brokers named in Paragraph 20 fifty percent of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the brokerage fee. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

14. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer, Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

15. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

16. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

CC-4 Rev. 12/10 ©2010 Florida Association of REALTORS® All Rights Reserved

proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) 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 public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

17. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

18. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☐ is not assignable ☒ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms **"Buyer," "Seller"** and "Broker" may be singular or plural. This Contract is binding upon **Buyer, Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

19. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

20. BROKERS: Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: N/A
(Company Name) (Licensee)

(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____

_____

Buyer (K) (___) and **Seller** (___) (___) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
337 to do so.

338* _____ Date: _____

339

340* Ariel Edry Tax ID No: _____

341 (Typed or Printed Name of **Buyer**)

342* Title: Member Telephone: _____

343* _____ Date: _____

344 (Signature of Buyer)

345* _____ Tax ID No: _____

346 (Typed or Printed Name of **Buyer**)

347* Title: _____ Telephone: _____

348* **Buyer's** Address for purpose of notice: _____

349* Facsimile: _____ Email: _____

350* _____ Date: _____

351

352* PREMNATH GANGASHLAL Tax ID No: _____

353 (Typed or Printed Name of **Seller**)

354* Title: OWNER Telephone: _____

355* _____ Date: 11/10/16

356 (Signature of Seller)

357* _____ Tax ID No: _____

358 (Typed or Printed Name of **Seller**)

359* Title: _____ Telephone: _____

360* **Seller's** Address for purpose of notice: _____

361* Facsimile: _____ Email: _____

The Florida Association of REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics.
The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

362* **Buyer** (AE) (___) and **Seller** (PG) (___) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

ADDENDUM

The following clause is made a part of the Commercial Contract ("Contract"), by and between US Hospitality Acquisition, LLC ("Buyer") and Premnath Ganaishlal ("Seller") for said property located at 710 NW 5th Avenue, Fort Lauderdale, FL 33311.

1. This contract and its obligations therein are contingent on the Seller successfully clearing any and all liens on the subject property, including but not limited to code enforcement liens, prior to the closing date stated in the Contract. A failure by the Seller to clear the liens on the subject property prior to closing will not be considered a default of the Contract by the Seller.
2. As a condition precedent to filing a suit for specific performance, the buyer is required to deposit in an interest-bearing escrow account the full amount of the deposits listed in the contract for sale ($100,000.00) until the conclusion of the legal action.

11/2/2016

BUYER DATE

11/10/16

SELLER DATE

dotloop signature verification:

Vacant Land Contract

COLDWELL BANKER COMMERCIAL
NRT

1. **Sale and Purchase:** TRUST # 413-415 LAND SERVICE CORP TRSTEE ("Seller") and JONATHAN FISH AND OR HIS NOMINEE ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: 413 Northwest 7th Street, Fort Lauderdale, FL 33311
Legal Description: PROGRESSO 2-18 D LOT 25 TO 27 BLK 282
FOLIO # 4942 34 07 0120

SEC ___/TWP ___/RNG ___ of _____ County, Florida. Real Property ID No.: _____
including all improvements existing on the Property and the following additional property: _____

2. **Purchase Price:** (U.S. currency) ..... $ 180,000.00
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: SUNBELT TITLE AND ESCROW
Escrow Agent's Contact Person: CATHY HEIGL
Escrow Agent's Address: 901 EAST LAS OLAS BLVD. FORT LAUDERDALE FL STE101 33301
Escrow Agent's Phone: _____
Escrow Agent's Email: CATHY.HEIGL@SUNBELTTITLE.COM

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
☐ accompanies offer
☑ will be delivered to Escrow Agent within 2 days (3 days if left blank) after Effective Date ..... $ 10,000.00
(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
☑ within _____ days (10 days if left blank) after Effective Date
☐ within _____ days (3 days if left blank) after expiration of Feasibility Study Period ..... $ 10,000.00
(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) ..... $ _____
(d) Other: _____ ..... $ _____
(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ 160,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☑ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $ _____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before _____, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is delivered. **The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter of** 02/27/2018 02/27/2018 **or** 02/27/2018

4. **Closing Date:** This transaction will close on 03/21/2018 ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

Buyer _____ and Seller _____ 02/27/18 acknowledge receipt of a copy of this page, which is 1 of 7 pages.

© Florida Association of Realtors®

Licensed to dotloop, Inc. and Robert Piccolo

dotloop signature verification: www.dotloop.com/my/verification/DL-s1b42f1d47-11e5-b2

5. Financing: (Check as applicable)

(a) ☑ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $_____ or _____% of the purchase price at **(Check one)** ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____

LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

6. Assignability: (Check one) Buyer ☐ may assign and thereby be released from any further liability under this contract, ☑ may assign but not be released from liability under this contract, or ☐ may not assign this contract.

7. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at **(Check one)** ☐ **Seller's** ☑ **Buyer's** expense and **(Check one)** ☐ within 3 days after Effective Date ☐ at least _____ days before Closing Date, **(Check one)**

(1) ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

dotloop signature verification: www.dotloop.com/my/verification/DL-31642114/7-114-217

(2) ☑ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 60 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey: Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).

(d) **Ingress and Egress: Seller** warrants that the Property presently has ingress and egress.

8. **Property Condition: Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

(1) ☑ **Feasibility Study: Buyer** will, at **Buyer's** expense and within 10 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☐ **No Feasibility Study: Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning

dotloop signature verification: www.dotloop.com/my/verification/DL-31642114/1-65

and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not contingent on **Buyer** conducting any further investigations.

(b) Government Regulations: Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.

(c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

9. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:
Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 7)
Other: _____

(b) Buyer Costs:
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 7)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

dotloop signature verification: www.dotloop.com/my/verification/DL-31e42114?-11e-2T

(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

10. **Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

11. **Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

12. **Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

13. **Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

14. **Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

15. **Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

(a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

© Florida Association of Realtors®

Licensed to dotloop, Inc. and Robert Piccolo

dotloop signature verification: www.dotloop.com/my/verification/DL-3*64*1*47-1*-*2*7

(b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this contract.

16. **Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

17. **Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

18. **Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

19. **Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or **Seller's** Broker to **Buyer's** Broker.

(a) Coldwell Banker Commercial NRT (**Seller's** Broker) will be compensated by ☑ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☑ a listing agreement ☐ other (specify): 6% OF SALE PRICE AT TIME OF CLOSING

(b) COLDWELL BANKER (**Buyer's** Broker) will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties ☑ **Seller's** Broker pursuant to ☐ a MLS offer of compensation ☑ other (specify): 3% OF SALE PRICE AT TIME OF CLOSING

dotloop signature verification: www.dotloop.com/my/verification/DL-316421147-11-62T7

20. Additional Terms: _____

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: [signature]

Print name: Jonathan Fish

Buyer: Jonathan Fish

Print name: _____

Buyer's address for purpose of notice:

Address: 3883 PEMBROKE RD, HOLLYWOOD, FL 33021

Phone: 7864446830 Fax: _____ Email: Jonathan@nationalwaterrestoration.com

Seller: _____

Print name: TRUST # 413-415 LAND SERVICE CORP TRSTEE

Seller: [signature] dotloop verified 02/27/18 5:30PM EST QH5H-RQ6B-IFZQ-XLBZ

Print name: _____

Seller's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: mark@warda.net

Effective Date: _____ **(The date on which the last party signed or initialed and delivered the final offer or counter offer.)**

Florida Association of REALTORS® and local Board/Association of REALTORS® make no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark that may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of blank forms by any means including facsimile or computerized forms.

Buyer ( ) ( ) and Seller ( ) ( ) 02/27/18 5:30PM EST acknowledge receipt of a copy of this page, which is 7 of 7 pages.

© Florida Association of Realtors®

Licensed to dotloop, Inc. and Robert Piccolo

dotloop signature verification:

COLDWELL BANKER
RESIDENTIAL REAL ESTATE

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

PARTIES: Harrison School LLC Evan Taber manager ("Seller"), and jonathan Fish and or his nominee ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: 405 Northwest 7th Street, 1 & 2, Fort Lauderdale, FL 33311

(b) Located in: Broward County, Florida. Property Tax ID #: 494234070110

(c) Real Property: The legal description is

Progresso 2-18 D lots 22-24 BLK 282

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").

Other Personal Property items included in this purchase are:

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

(e) The following items are excluded from the purchase:

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency): $225,000.00

(a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)** $11,250.00
The initial deposit made payable and delivered to "Escrow Agent" named below
(CHECK ONE): (i) ☐ accompanies offer or (ii) ☑ is to be made within 1 (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.
Escrow Agent Information: Name: Firm Title Corporation
Address: 14201 W. Sunrise Blvd., #203 sunrise FL 33323
Phone: (954)236-0492 E-mail: cpacker@firmtitlecorp.com Fax:

(b) Additional deposit to be delivered to Escrow Agent within 16 (if left blank, then 10) days after Effective Date $11,250.00
(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8..... na

(d) Other: ..... $na

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other **COLLECTED** funds $202,500.00
NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before March 16, 2018, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on 04/23/2018 ("Closing Date"), at the time established by the Closing Agent.

dotloop signature verification: www.dotloop.com/my/verification/D...

5. EXTENSION OF CLOSING DATE:

(a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

(b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

(a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.

(b) ☑ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract.

FINANCING

8. FINANCING:

☑ (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.

☐ (b) This Contract is contingent upon Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) loan within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period") for **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____(if left blank, then 30) years ("Financing").

(i) Buyer shall make mortgage loan application for the Financing within _____(if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing terms ("Loan Approval") and thereafter to close this Contract. Loan Approval which requires a condition related to the sale by Buyer of other property shall not be deemed Loan Approval for purposes of this subparagraph.

Buyer's failure to use diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information and paying of all fees and charges requested by Buyer's mortgage broker and lender in connection with Buyer's mortgage loan application.

(ii) Buyer shall keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, Loan Approval, and loan processing and authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status and progress, and release preliminary and finally executed closing disclosures and settlement statements, to Seller and Broker.

(iii) Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.

(iv) If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to expiration of the Loan Approval Period, Buyer may provide written notice to Seller stating that Buyer has been unable to obtain Loan Approval and has elected to either:

(1) waive Loan Approval, in which event this Contract will continue as if Loan Approval had been obtained; or

(2) terminate this Contract.

FloridaRealtors/FloridaBar-ASIS-5 Rev.4/17 © 2017 Florida Realtors® and The Florida Bar. All rights reserved.

dotloop signature verification: www.dotloop.com/my/verification/DL-s/48333[illegible]

(v) If Buyer fails to timely deliver either notice provided in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Loan Approval shall be deemed waived, in which event this Contract will continue as if Loan Approval had been obtained, provided however, Seller may elect to terminate this Contract by delivering written notice to Buyer within 3 days after expiration of the Loan Approval Period.

(vi) If this Contract is timely terminated as provided by Paragraph 8(b)(iv)(2) or (v), above, and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vii) If Loan Approval has been obtained, or deemed to have been obtained, as provided above, and Buyer fails to close this Contract, then the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; (2) Property related conditions of the Loan Approval have not been met (except when such conditions are waived by other provisions of this Contract); or (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Approval, in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

* ☐ (c) Assumption of existing mortgage (see rider for terms).

* ☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) **COSTS TO BE PAID BY SELLER:**

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other:_____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) **COSTS TO BE PAID BY BUYER:**

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c)(iii) is checked.)
- Other:_____

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____(if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

* ☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

* ☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

dotloop signature verification: www.dotloop.com/my/verification/De-3/45333

☑ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than $_____ (if left blank, then $200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☐ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed $_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☑ (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is 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.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed. If Seller identifies permits which have not been properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

dotloop signature verification: www.dotloop.com/my/verification/DL-[illegible]

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

(a) ***PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have*** 15 ***(if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.***

(b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,

dotloop signature verification: www.dotloop.com/my/verification/DL-3/48333/...-...2E23

consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under

dotloop signature verification: www.dotloop.com/my/verification/DL-3/48333/...-5-2/B25

this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,

dotloop signature verification: www.dotloop.com/my/verification/DL-8248337?-5-2B23

deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s)("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day.

G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be

dotloop signature verification: www.dotloop.com/my/verification/DL-3248333?...

transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO NOTICE. If Closing Agent is required to comply with the U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Orders ("GTOs"), then Buyer shall provide Closing Agent with the information related to Buyer and the transaction contemplated by this Contract that is required to complete IRS Form 8300, and Buyer consents to Closing Agent's collection and report of said information to IRS.**

(iv) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated

dotloop signature verification: www.dotloop.com/my/verification/DL-s248333/*-5-2E

cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the

dotloop signature verification: www.dotloop.com/my/verification/DL-5248333/...

parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.
(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.
(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: ***To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming*** **by, through, under or against the Buyer.** ***This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.***

ADDENDA AND ADDITIONAL TERMS

* **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this Contract (**Check if applicable**):

- ☐ A. Condominium Rider
- ☐ B. Homeowners' Assn.
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ☐ E. FHA/VA Financing
- ☐ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners/Flood Ins.
- ☐ I. RESERVED
- ☐ J. Interest-Bearing Acct.
- ☐ K. RESERVED
- ☐ L. RESERVED
- ☐ M. Defective Drywall
- ☐ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☑ P. Lead Paint Disclosure (Pre-1978)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy
- ☐ U. Post-Closing Occupancy
- ☐ V. Sale of Buyer's Property
- ☐ W. Back-up Contract
- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☐ Z. Buyer's Attorney Approval
- ☐ AA. Licensee Property Interest
- ☐ BB. Binding Arbitration
- ☐ Other: _____

* **20. ADDITIONAL TERMS:**

Unless notified otherwise in writing, if Coldwell Banker is identified as the cooperating broker, the company and its sales associates are representing the Buyer in a Transaction Brokerage capacity in accordance with §475.278(2), Fla. Stat.

COUNTER-OFFER/REJECTION

* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
* ☐ Seller rejects Buyer's offer.

dotloop signature verification: www.dotloop.com/my/verification/D...8248383/...

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

Buyer: Jonathan Fish dotloop verified 03/14/18 3:19PM EDT 3M9H-XI5L-GWEM-GL5O Date: _____

Buyer: _____ Date: _____

Seller: Harrison School, LLC Evan Taber manager dotloop verified 03/15/18 9:35AM EDT CRBH-KING-62IL-3VLS Date: _____

Seller: Harrison School, LLC Evan Taber manager dotloop verified 03/15/18 9:35AM EDT GO87-7YQB-P6XU-AYTC Date: _____

Buyer's address for purposes of notice	Seller's address for purposes of notice
Jonathan Fish c/o Coldwell Banker Robert Piccolo 901 E Las Olas Bl STE 101 Ft Lauderdale, Fl 33301	Harrison School c/o Coldwell Banker Robert Piccolo 901 E Las Olas STE 101 Ft Lauderdale, Fl 33301

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

Joyce Piccolo	Robert Piccolo
Cooperating Sales Associate, if any	**Listing Sales Associate**
Coldwell Banker Residential Real Estate	Coldwell Banker Commercial NRT
Cooperating Broker, if any	**Listing Broker**

PREPARED BY
WHEN RECORDED RETURN TO:

Josias N. Dewey
Holland & Knight LLP
701 Brickell Avenue, 31st Floor
Miami, Florida 33131

E-RECORDED simplifile

ID: E11442416
County: Broward
Date: 6/5/17 Time: 4:20

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THE PROMISSORY NOTE SECURED BY THIS SECURITY INSTRUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE

This Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (this "Security Instrument") is executed as of May 26, 2017, by **710 NW 5TH AVENUE LLC**, a Florida limited liability company ("Borrower"), whose mailing address is 710 NW 5th Avenue, Fort Lauderdale, Florida 33311 and whose organizational number is L16000216131, in favor of **OCEAN BANK,** a Florida banking corporation ("Lender", which term shall also refer to any subsequent holders of the "Note", as hereinafter defined, or any part thereof or any interest therein or any of the "Indebtedness" (as hereinafter defined)), whose address is 780 N.W. 42nd Avenue, Miami, Florida 33126, Attn: Commercial Real Estate. Borrower and Lender covenant and agree as follows:

A. Mortgage of Real Property. FOR GOOD AND VALUABLE CONSIDERATION, including the Indebtedness, the receipt of which is hereby acknowledged, and in order to secure the payment of the Indebtedness and the performance of the obligations, covenants, agreements and undertakings of Borrower hereinafter described, Borrower does hereby GRANT, BARGAIN, SELL, ALIEN, CONVEY, CONFIRM, REMISE AND RELEASE to Lender the land situated in the County of Broward and State of Florida described in Exhibit "A" attached hereto and made a part hereof ("Land"), together with the following (together, the "Real Property"):

(1) all the buildings and other improvements now on or hereafter located on the Land; (2) all materials, equipment, fixtures or other property whatsoever now or hereafter attached or affixed to or installed in said buildings and other improvements, including, but not limited to, all heating, plumbing, lighting, water heating, cooking, laundry, refrigerating, incinerating, ventilating and air conditioning equipment, disposals, dishwashers, refrigerators and ranges, recreational equipment and apparatus, utility lines and equipment (whether owned individually or jointly with others), sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, engines, machines, elevators, motors, cabinets, shades, blinds, partitions, window screens, screen doors, storm windows, awnings, drapes, and rugs and other floor coverings, and all fixtures, accessions and appurtenances thereto, and all renewals or replacements of or

substitutions for any of the foregoing, all of which materials, equipment, fixtures and other property are hereby declared to be permanent fixtures and accessions to the freehold and part of the realty conveyed herein as security for the Indebtedness; (3) all easements and rights of way now and at any time hereafter used in connection with any of the foregoing property or as a means of ingress to or egress from said property or for utilities to said property, including, without limitation, the easements described on Exhibit A; (4) all interests of Borrower in and to any streets, ways, alleys and/or strips of land adjoining said land or any part thereof; (5) all water and water rights and shares of stock evidencing the same; and (6) all rights, estates, powers and privileges appurtenant or incident to the foregoing.

TO HAVE AND TO HOLD the foregoing Real Property unto Lender and its successors and assigns, upon the terms, provisions and conditions herein set forth.

B. Pledge of Security Interest in Collateral. In order to secure the payment of the Indebtedness and the performance of the obligations, covenants, agreements and undertakings of Borrower hereinafter described, Borrower hereby grants to Lender a security interest in the following property (collectively, "Collateral"):

(1) all goods, equipment, furnishings, fixtures, furniture, chattels and personal property of whatever nature owned by Borrower now or hereafter located or used in and about the building or buildings or other improvements now erected or hereafter to be erected on the Land, or otherwise located on the Land, and all fixtures, accessions and appurtenances thereto and all renewals or replacements of or substitutions for any of the foregoing; (2) all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein; (3) all security deposits (whether cash, one or more letters of credit, bonds or other form of security) and advance rentals under lease agreements now or at any time hereafter covering or affecting any of the "Property" (as hereinafter defined) and held by or for the benefit of Borrower; (4) all monetary deposits which Borrower has been required to give to any public or private utility with respect to utility services furnished to the Property; (5) all rents and other amounts from and under leases of all or any part of the Property; (6) all issues, profits and proceeds from all or any part of the Property; (7) all proceeds (including premium refunds) of each policy of insurance relating to the Property, including, without limitation any Net Proceeds, Rent Loss Proceeds and any Additional Funds; (8) all proceeds from the taking of the Property or any part thereof or any interest therein or right or estate appurtenant thereto by eminent domain or by purchase in lieu thereof, all amounts deposited in the Tax and Insurance Escrow Account (as defined in the Loan Agreement); (9) all amounts payable under any interest rate protection or hedge agreement entered into by Borrower with respect to the Loan; (10) all amounts deposited in Borrower's operating accounts, all contracts related to the Property, all money, funds, accounts, instruments, documents, and general intangibles (including trademarks, trade names and symbols owned by Borrower and used in connection therewith); (11) all notes or chattel paper arising from or related to the Property; (12) all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property; (13) all plans, specifications, maps, surveys, reports, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to the use,

construction upon, occupancy, leasing, sale or operation of the Property; (14) all proceeds and other amounts paid or owing to Borrower under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Property; (15) all oil, gas and other hydrocarbons and other minerals produced from or allocated to the Property and all products processed or obtained therefrom, the proceeds thereof, and all accounts and general intangibles under which such proceeds may arise, together with any sums of money that may now or at any time hereafter become due and payable to Borrower by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and future oil, gas and mining leases covering the Property or any part thereof; and (16) all proceeds of any of the foregoing items of collateral.

The Real Property and the Collateral are collectively called the "Property". Borrower will warrant and forever defend the title to the Property against the claims of all persons whomsoever lawfully claiming or to claim the same or any part thereof, subject to the Permitted Encumbrances.

ARTICLE I.

Indebtedness

1.1 Indebtedness. This Security Instrument is made to secure and enforce the payment of the following note, obligations, indebtedness and liabilities: (a) one certain Promissory Note of even date herewith in the principal amount of NINE HUNDRED SEVENTY FIVE THOUSAND AND NO/DOLLARS ($975,000.00), made by Borrower, and payable to the order of Lender, including, without limitation, all principal, interest, fees and charges, attorneys' fees and legal expenses, and interest at the "Default Rate" (as such term is defined in the Note), together with all future amendments, modifications and extensions thereof, and all other notes hereafter given in substitution therefor or in modification, increase, renewal or extension thereof, in whole or in part, such note and all future amendments, modifications and extensions thereof and all other notes hereafter given in substitution therefor or in modification, increase, renewal or extension thereof, in whole or in part, being included in the defined term "Note"; and (b) all loans and future advances made by Lender to Borrower within twenty (20) years from the date hereof and all other debts, obligations and liabilities of every kind and character of Borrower now or hereafter existing in favor of Lender (including all indebtedness incurred or arising pursuant to the provisions of this Security Instrument, the "Loan Agreement" (defined below), the Loan Documents or under any other agreement or instrument relating to the above described indebtedness or any other instrument now or hereafter evidencing, governing or securing the above described indebtedness or any part thereof) whether such debts, obligations or liabilities be direct or indirect, primary or secondary, joint or several, fixed or contingent, and whether originally payable to Lender or to a third party and subsequently acquired by Lender and whether such debts, obligations and liabilities are evidenced by note, open account, overdraft, endorsement, surety agreement, guaranty or otherwise, BUT IN NO EVENT shall the total outstanding principal amount secured hereby at any time exceed the amount of $2,000,000.00, except that there may be added to such amount interest thereon and any and all disbursements made by the Lender for the payment of taxes, levies or insurance on the Property with interest on such disbursements at the Default Rate, and for reasonable attorneys' fees and court costs

incurred in the collection of any or all of such sums of money, including all such fees and costs in connection with appellate proceedings. The indebtedness referred to in this Section is herein called the **"Indebtedness"**.

1.2 Loan Agreement. The Note, this Security Instrument and certain other documents were executed and delivered pursuant to the Loan Agreement of even date herewith (**"Loan Agreement"**) between Borrower and Lender. Terms used, but not defined, herein are defined in the Loan Agreement and shall have the meaning given such terms in the Loan Agreement. The representations, covenants, terms and provisions of the Loan Agreement are incorporated herein by reference as though fully set forth herein. All of the covenants in the Loan Agreement, together with the covenants set forth in this Security Instrument, shall constitute covenants running with the Land. The covenants set forth in the Loan Agreement include, among other provisions: (a) the obligation to pay when due all taxes on the Property or assessed against Lender with respect to the Loan, (b) the right of Lender to inspect the Property, (c) the obligation to keep the Property insured as Lender may require, (d) the obligation to comply with all Requirements, maintain the Property in good condition and promptly repair any damage or casualty, and (e) except as otherwise permitted in the Loan Agreement, the obligation of Borrower to obtain Lender's consent prior to entering into, modifying or taking other actions with respect to Leases. The Loan Agreement provides for and governs the method of disbursement of the sums evidenced by the Indebtedness, and contains various other agreements with respect to the mortgage and loan transaction. The lien of this Security Instrument on the Property secures the payment of all sums payable to Lender and the performance of all covenants, agreements, duties and obligations of the Borrower and any Guarantor under the terms and provisions of the Loan Agreement. Except as expressly contained herein or in the Loan Agreement, nothing herein or in the Loan Agreement shall obligate the Lender to develop, construct, equip or furnish any improvements on the Land or to pay for the construction, equipage or furnishing of any improvements. Except as provided by law, the Lender shall not be required to determine whether the mortgage proceeds disbursed to the Borrower are applied in accordance with the provisions of the Loan Agreement or any other document pertaining to the loan hereby secured. Should any provision or term of the Loan Agreement be in conflict with any term or provision of this Security Instrument, the terms and provisions of the Loan Agreement shall control.

ARTICLE II.

Assignment of Leases and Rents

2.1 Assignment. In order to provide a source of future payment of the Indebtedness, Borrower does hereby absolutely and unconditionally assign, transfer and set over to Lender the following:

(a) all rights, title, interests, estates, powers, privileges, options and other benefits of Borrower in, to and under the lease agreements which now or hereafter cover or affect all or any portion of the Property, together with all renewals, extensions, modifications, amendments, subleases and assignments of such lease agreements (**"Leases"**); and

(b) all of the rents, income, receipts, revenues, issues, profits and other sums of money ("**Rent**") that are now and/or at any time hereafter become due and payable to Borrower under the terms of the Leases or arising or issuing from or out of the Leases or from or out of the Property or any part thereof, including but not limited to minimum rents, additional rents, percentage rents, deficiency rents and liquidated damages following default, payments in consideration for cancellation of a Lease, security deposits (whether cash, one or more letters of credit, bonds or other form of security), advance rents, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property and all of Borrower's rights to recover monetary amounts from any lessee in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage claims arising out of lease defaults, including rejections, disaffirmances, repudiations, and similar actions, under the Federal Bankruptcy Code and other statutes governing the rights of creditors, including specifically the immediate and continuing right to collect and receive each and all of the foregoing; and

(c) any and all guaranties of payment of the Rent.

2.2 Application of Rent. Until receipt of written notice from Lender of the occurrence and continuance of an Event of Default under the Loan Agreement ("**Notice of Default**"), each lessee under the Leases may pay Rent directly to Borrower and Borrower shall have the right to receive such Rent provided that Borrower shall hold such Rent as a trust fund to be applied as required by Lender and Borrower hereby covenants so to apply the Rent, before using any part of the same for any other purposes, first, to the payment of taxes and assessments upon the Property before penalty or interest is due thereon; second, to the cost of insurance, maintenance and repairs required by the terms of this Security Instrument; third, to the satisfaction of all obligations specifically set forth in the Leases; and, fourth, to the payment of interest and principal becoming due on the Note and this Security Instrument. Upon receipt from Lender of a Notice of Default, each lessee under the Leases is hereby authorized and directed to pay directly to Lender all Rent thereafter accruing and the receipt of Rent by Lender shall be a release of such lessee to the extent of all amounts so paid. The receipt by a lessee under the Leases of a Notice of Default shall be sufficient authorization for such lessee to make all future payments of Rent directly to Lender and each such lessee shall be entitled to rely on such Notice of Default and shall have no liability to Borrower for any Rent paid to Lender after receipt of such Notice of Default. Rent so received by Lender for any period prior to foreclosure under this Security Instrument or acceptance of a deed in lieu of such foreclosure shall be applied by Lender to the payment (in such order as Lender shall determine) of: (a) (i) all expenses of managing the Property, including but not limited to the salaries, fees and wages of a managing agent and such other contractors and agents as Lender may deem necessary or desirable; (ii) all expenses of operating and maintaining the Property, including but not limited to all taxes, assessments, charges, claims, utility costs and premiums for insurance, and the cost of all alterations, renovations, repairs or replacements; and (iii) all expenses incident to taking and retaining possession of the Property and/or collecting the Rent due and payable under the Leases; and (b) the Note and other Indebtedness secured by this Security Instrument, principal, interest, reasonable attorneys' fees, legal expenses and collection fees and other amounts, in such order as Lender in its sole discretion may determine. In no event will the assignment in this Article II reduce the Indebtedness except to the extent, if any, that Rent is actually received by Lender and applied upon or after said receipt to the Indebtedness in accordance with the immediately

preceding sentence. Without impairing its rights hereunder, Lender may, at its option, at any time and from time to time, release to Borrower Rent so received by Lender or any part thereof. As between Borrower and Lender, and any person claiming through or under Borrower, other than any lessee under the Leases who has not received a Notice of Default pursuant to this Section, the assignment under this Article II is intended to be absolute, unconditional and presently effective and the provisions of this Section for notification of lessees under the Leases upon the occurrence of an Event of Default are intended solely for the benefit of each such lessee and shall never inure to the benefit of Borrower or any person claiming through or under Borrower, other than a lessee who has not received such notice. It shall never be necessary for Lender to institute legal proceedings of any kind whatsoever to enforce the provisions of this Section. Notwithstanding anything to the contrary contained in this paragraph, at such time as the Event of Default has been cured pursuant to the Loan Documents, if Lender has previously directed the lessees to pay Rent to Lender, Lender will direct the lessees to resume making payments of Rent to Borrower.

2.3 Collection of Rent. At any time during which Borrower is receiving Rent directly from lessees under the Leases, Borrower shall, upon receipt of written direction from Lender, make demand and/or sue for all Rent due and payable under one or more Leases, as directed by Lender, as it becomes due and payable, including Rent which is past due and unpaid. In the event Borrower fails to take such action, or at any time during which Borrower is not receiving Rent directly from lessees under the Leases, Lender shall have the right (but shall be under no duty) to demand, collect and sue for, in its own name or in the name of Borrower, all Rent due and payable under the Leases, as it becomes due and payable, including Rent which is past due and unpaid.

2.4 No Merger of Estates. Notwithstanding (a) the fact that any Lease or the leasehold estate created thereby may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate of the Property, (b) the operation of law or (c) any other event, the lessee's leasehold estate under such Lease shall not merge into the fee estate and the lessee shall remain obligated under such Lease as assigned by this Security Instrument

2.5 No Third Party Beneficiary. It is expressly agreed by the parties hereto that the assignment under this Article II shall not be construed or deemed made for the benefit of any third party or parties.

2.6 Release and Termination. The assignment contained in this Article II shall terminate upon the release of this Security Instrument but no lessee under the Leases shall be required to take notice of such termination until a copy of a release of this Security Instrument shall have been delivered to such lessee.

ARTICLE III.

Event of Default

3.1 Defaults. The term **"Event of Default"** as used in this Security Instrument shall have the same meaning as set forth in the Loan Agreement.

ARTICLE IV.

Remedies Upon Event of Default

4.1 Acceleration. During the continuance of an Event of Default, Lender shall have the option of declaring all Indebtedness in its entirety to be immediately due and payable, and the liens and security interests evidenced hereby shall be subject to foreclosure in any manner provided for herein or provided for by law as Lender may elect.

4.2 Possession. During the continuance of an Event of Default, Lender is authorized prior or subsequent to the institution of any foreclosure proceedings to enter upon the Property, or any part thereof, and to take possession of the Property and of all books, records and accounts relating thereto and to exercise without interference from Borrower any and all rights which Borrower has with respect to the management, possession, operation, protection or preservation of the Property, including the right to rent the same for the account of Borrower and to deduct from such Rents all reasonable costs, expenses and liabilities of every character incurred by Lender in collecting such Rents and in managing, operating, maintaining, protecting or preserving the Property and to apply the remainder of such Rents on the Indebtedness in such manner as Lender may elect. All such reasonable costs, expenses and liabilities incurred by Lender in collecting such Rents and in managing, operating, maintaining, protecting or preserving the Property, if not paid out of Rents as hereinabove provided, shall constitute a demand obligation owing by Borrower and shall bear interest from the date of expenditure until paid at the Default Rate, all of which shall constitute a portion of the Indebtedness. If necessary to obtain the possession provided for above, Lender may invoke any and all legal remedies to dispossess Borrower, including specifically one or more actions for forcible entry and detainer, trespass to try title and restitution.

4.3 Release and Indemnification. IN CONNECTION WITH ANY ACTION TAKEN BY LENDER PURSUANT TO SECTION 4.2 OR ARTICLE II, LENDER SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY BORROWER OR OTHER OBLIGOR RESULTING FROM ANY FAILURE TO LET THE PROPERTY, OR ANY PART THEREOF, OR FROM ANY OTHER ACT OR OMISSION OF LENDER IN MANAGING THE PROPERTY (REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF LENDER) UNLESS SUCH LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LENDER, NOR SHALL LENDER BE OBLIGATED TO PERFORM OR DISCHARGE ANY OBLIGATION, DUTY OR LIABILITY UNDER ANY LEASE COVERING THE PROPERTY OR ANY PART THEREOF OR UNDER OR BY REASON OF THIS SECURITY INSTRUMENT OR THE EXERCISE OF RIGHTS OR REMEDIES HEREUNDER. BORROWER SHALL AND DOES HEREBY AGREE TO INDEMNIFY LENDER FOR, AND TO DEFEND AND HOLD LENDER HARMLESS FROM, ANY AND ALL LIABILITY, LOSS OR DAMAGE WHICH MAY OR MIGHT BE INCURRED BY LENDER UNDER ANY SUCH LEASE OR UNDER OR BY REASON OF THIS SECURITY INSTRUMENT OR ANY OTHER LOAN DOCUMENT OR THE EXERCISE OF RIGHTS OR REMEDIES HEREUNDER AND FROM ANY AND ALL CLAIMS AND DEMANDS WHATSOEVER WHICH MAY BE ASSERTED AGAINST LENDER BY REASON OF ANY ALLEGED OBLIGATIONS OR UNDERTAKINGS ON ITS PART TO PERFORM OR DISCHARGE ANY OF THE TERMS, COVENANTS OR

AGREEMENTS CONTAINED IN ANY SUCH LEASE, REGARDLESS OF WHETHER SUCH LIABILITY, LOSS, DAMAGE, CLAIMS OR DEMANDS ARE THE RESULT OF THE NEGLIGENCE OR CLAIMS OF NEGLIGENCE OF LENDER OR ANY STRICT LIABILITY UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LENDER. Should Lender incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees and legal expenses, shall be secured hereby and Borrower shall reimburse Lender therefor immediately upon demand. Nothing in Section 4.2 or Article II shall impose any duty, obligation or responsibility upon Lender for the control, care, operation, management or repair of the Property, nor for the carrying out of any of the terms and conditions of any such Lease; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the lessees or by any other parties or for any dangerous or defective condition of the Property, or for any negligence of others in the operation, management, upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, licensee, employee or stranger or any strict liability. For purposes of this Section, the term "Lender" shall include the directors, officers, employees, attorneys and agents of Lender and any persons or entities owned or controlled by, owning or controlling, or under common control or affiliated with Lender. The foregoing releases and indemnities shall not terminate upon release or other termination of this Security Instrument.

4.4 Foreclosure. In addition to all other remedies available at law or in equity, during the continuance of an Event of Default, Lender may institute an action to foreclose this Security Instrument, or take such other action at law or in equity for the enforcement of this Security Instrument and realization on the mortgage security or any other security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the Indebtedness, with interest at the rate stipulated in the Note to the date of default, and thereafter at the Default Rate specified in the Note, together with all other sums due by Borrower in accordance with the provisions of the Loan Documents, and all sums which may have been advanced by Lender for taxes, water or sewer rents, charges or claims, payments or prior liens, insurance or repairs to the Property, all costs of suit at trial and appellate levels, together with interest at such rate on any judgment obtained by Lender from and after the date of any foreclosure sale until actual payment is made to Lender of the full amount due Lender, and reasonable attorney's fees at trial and appellate levels. Any Property sold pursuant to this Security Instrument or pursuant to any judicial proceedings under this Security Instrument or the Note may be sold in one parcel, as an entirety, or in such parcels and in such manner or order as Lender, in its sole discretion, may elect.

4.5 Receiver. In addition to all other remedies herein provided for, Borrower agrees that during the continuance of an Event of Default, Lender as a matter of right and without (a) prior notice to the Borrower or any other party, (b) a showing of insolvency of the Borrower, (c) a showing of fraud or mismanagement with respect to the Loan or the Property, or (d) the necessity of filing any proceeding other than a proceeding for appointment of a receiver, shall be entitled to the appointment of a receiver or receivers for the Property or any part thereof (including without limitation the Rents of the Property). Borrower, for itself and any subsequent owner or owners, irrevocably consents to such appointment. This section will not deprive Lender of any other right, remedy or privilege it may have under applicable law to have a receiver appointed for the Property. Additionally, during the pendency of a receivership for all or a portion of the Property, Borrower consents to any proceeding commenced by Lender which

seeks to enforce another right or remedy of Lender under the Loan Documents or applicable law, including without limitation, the commencement of a foreclosure of the Property. Any money advanced by Lender in connection with any such receivership will constitute a demand obligation owing by Borrower and shall bear interest from the date of expenditure until paid at the Default Rate, all of which shall constitute a portion of the Indebtedness. This section is made an express condition upon which the Loan is made.

4.6 Proceeds of Sale. The proceeds of any foreclosure sale of the liens evidenced hereby shall be applied:

FIRST, to the payment of all necessary costs and expenses incident to such foreclosure sale, including but not limited to all court costs and charges of every character in the event foreclosed by suit;

SECOND, to the payment in full of the Indebtedness (including specifically without limitation the principal, interest and attorneys' fees and legal expenses due and unpaid on the Note and the amounts due and unpaid and owed to Lender under this Security Instrument or any other Loan Document) in such order as Lender may elect; and

THIRD, the remainder, if any, shall be paid to Borrower or to such other party or parties as may be entitled thereto by law.

4.7 Lender as Purchaser. Lender shall have the right to become the purchaser at any foreclosure sale, and Lender shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the Indebtedness owing to Lender, or if Lender holds less than all of the Indebtedness the pro rata part thereof owing to Lender, accounting to all other lenders not joining in such bid in cash for the portion of such bid or bids apportionable to such non-bidding lender or lenders.

4.8 Uniform Commercial Code. During the continuance of an Event of Default, Lender may exercise its rights of enforcement with respect to the Collateral under the Florida Uniform Commercial Code as enacted in the State and as the same may be amended from time to time, and in conjunction with, in addition to or in substitution for those rights and remedies:

(a) Lender may enter upon the Property to take possession of, assemble and collect the Collateral or to render it unusable;

(b) Lender may require Borrower to assemble the Collateral and make it available at a place Lender designates which is mutually convenient to allow Lender to take possession or dispose of the Collateral;

(c) written notice mailed to Borrower as provided herein ten (10) days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice;

(d) any sale made pursuant to the provisions of this Section shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale of the Real Property under power of sale as provided herein

upon giving the same notice with respect to the sale of the Collateral hereunder as is required for such sale of the Real Property under power of sale;

(e) in the event of a foreclosure sale, the Collateral and the Real Property may, at the option of Lender, be sold as a whole;

(f) it shall not be necessary that Lender take possession of the Collateral or any part thereof prior to the time that any sale pursuant to the provisions of this Section is conducted and it shall not be necessary that the Collateral or any part thereof be present at the location of such sale;

(g) prior to application of proceeds of disposition of the Collateral to the Indebtedness, such proceeds shall be applied to the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the attorneys' fees and legal expenses incurred by Lender;

(h) any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of the Indebtedness or as to the occurrence of any Event of Default, or as to Lender having declared all of the Indebtedness to be due and payable, or as to notice of time, place and terms of sale and of the properties to be sold having been duly given, or as to any other act or thing having been duly done by Lender, shall be taken as prima facie evidence of the truth of the facts so stated and recited; and

(i) Lender may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Lender, including the sending of notices and the conduct of the sale, but in the name and on behalf of Lender.

4.9 Remedies Cumulative. All remedies herein expressly provided for are cumulative of any and all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any other instrument securing the payment of the Indebtedness, or any part thereof, or otherwise benefiting Lender, and Lender shall, in addition to the remedies herein provided, be entitled to avail itself of all such other remedies as may now or hereafter exist at law or in equity for the collection of the Indebtedness and the enforcement of the covenants herein and the foreclosure of the liens and security interests evidenced hereby, and the resort to any remedy provided for hereunder or under any such other instrument or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies. Upon the occurrence of any Event of Default, breach or failure to perform which is not cured within any applicable curative period, as aforesaid, in addition to all rights, remedies contained herein Lender shall have the rights and remedies provided for in Florida Statutes §697.07, as amended from time to time.

4.10 Resort to Any Security. Lender may resort to any security given by this Security Instrument or to any other security now existing or hereafter given to secure the payment of the Indebtedness, in whole or in part, and in such portions and in such order as may seem best to Lender in its sole and uncontrolled discretion, and any such action shall not in anywise be

considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Security Instrument.

4.11 Waiver. To the full extent Borrower may do so, Borrower agrees that Borrower will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force pertaining to the rights and remedies of sureties, and Borrower, for Borrower and Borrower's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of valuation, appraisement, stay of execution, notice of intention to mature or declare due the whole of the Indebtedness,. notice of election to mature or declare due the whole of the Indebtedness and all rights to a marshaling of the assets of Borrower, including the Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and security interests hereby created. Borrower shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents or other matters whatever to defeat, reduce or affect the right of Lender under the terms of this Security Instrument to a sale of the Property for the collection of the Indebtedness without any prior or different resort for collection, or the right of Lender under the terms of this Security Instrument to the payment of the Indebtedness out of the proceeds of sale of the Property in preference to every other claimant whatever. If any law referred to in this Section and now in force, of which Borrower or Borrower's heirs, devisees, representatives, successors and assigns and such other persons claiming any interest in the Property might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section.

4.12 Delivery of Possession After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale Borrower or Borrower's heirs, devisees, representatives, successors or assigns or any other persons claiming any interest in the Property by, through or under Borrower are occupying or using the Property, or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale. Subject to the terms of any applicable non-disturbance and/or attornment agreement between Lender and any lessee(s) of the Property, such tenancy shall be a tenancy from day-to-day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the portion of the Property occupied, such rental to be due daily to the purchaser. In the event the tenant fails to surrender possession of the portion of the Property upon demand, the purchaser shall be entitled to institute and maintain an action for forcible entry and detainer of the Property in the court of competent jurisdiction where the Property, or any part thereof, is situated.

4.13 Tender After Acceleration. If, following the occurrence of an Event of Default and the acceleration of the Indebtedness but prior to the foreclosure of this Security Instrument against the Property, Borrower shall tender to Lender payment of an amount sufficient to pay the entire Indebtedness, such tender shall be deemed to be a voluntary prepayment under the Note.

4.14 Collection Expenses. Upon the occurrence and continuance of an Event of Default, Borrower shall reimburse Lender for all expenses incurred by Lender as a result of such Event of Default, including, but not limited to, all travel costs, third-party appraisal fees,

environmental report preparation and testing fees, architectural and engineering expenses, and attorneys' fees and legal expenses.

ARTICLE V.

Miscellaneous

5.1 Post-Closing Deliveries. Borrower acknowledges that it is responsible to ensure that Lender receives all Post-Closing Deliveries (as defined below) in a timely manner following closing, and in no event later than forty-five (45) days following the date hereof (the "Deadline"). As used herein, the term "Post-Closing Deliveries" means (i) an original of this Mortgage, each assignment of leases and any other loan document to be recorded in the Public Records of the County in which the collateral securing the Loan is located, each of which shall have been duly and properly recorded with all exhibits and schedules attached, (ii) the original loan title insurance policy (or endorsement, as applicable) in the form required to be issued pursuant to the marked-up title commitment received by the Lender at Closing, and (iii) any other item required to be provided to Lender on a post-closing basis; provided, however, that the Deadline for any item pursuant to this clause (iii) shall be the date such item is required to be delivered pursuant to the Loan Documents, and in absence of any express deadline, forty-five (45) days after the date hereof. Notwithstanding the foregoing, if Lender's legal counsel for the Loan is also acting as title and closing agent in connection with this Loan, the term Post-Closing Deliveries shall not include the items described in clauses (i) and (ii). If any of the Post-Closing Deliveries are not timely delivered, Borrower shall promptly pay to Lender, as an administrative charge, the sum of $300.00 per item. In addition, Borrower shall promptly pay to Lender an additional administrative charge of $300.00 per item for each full month during which such item remains undelivered. Borrower acknowledges that Lender will incur additional expenses as a result of any such late deliveries, which expenses would be impracticable to quantify, and that Borrower's payments under this Paragraph are a reasonable estimate of such expenses.

5.2 Defeasance. If all of the Indebtedness is paid in full and payable and if all of the covenants, warranties, undertakings and agreements made in this Security Instrument are kept and performed, then and in that event only, all rights under this Security Instrument shall terminate and the Property shall become wholly clear of the liens, security interests, conveyances and assignments evidenced hereby, which shall be released by Lender in due form at Borrower's cost.

5.3 No Homestead or Agricultural Use. No portion of the Property is being used as Borrower's business or residential homestead. No portion of the Property is being used for agricultural purposes.

5.4 Protection and Defense of Lien. If the validity or priority of this Security Instrument or of any rights, titles, liens or security interests created or evidenced by any Loan Document with respect to the Property or any part thereof shall be endangered or questioned or shall be attacked directly or indirectly or if any legal proceedings are instituted against Borrower with respect thereto, Borrower will give prompt written notice thereof to Lender and at Borrower's own cost and expense will diligently endeavor to cure any defect that may be developed or claimed, and will take all necessary and proper steps for the defense of such legal

proceedings, including but not limited to the employment of counsel, the prosecution or defense of litigation and the release or discharge of all adverse claims, and Lender (whether or not named as a party to legal proceedings with respect thereto) is hereby authorized and empowered to take such additional steps as in its judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of the Loan Documents and the rights, titles, liens and security interests created or evidenced thereby, including but not limited to the employment of counsel, the prosecution or defense of litigation, the compromise or discharge of any adverse claims made with respect to the Property, the purchase of any tax title and the removal of prior liens or security interests (including but not limited to the payment of debts as they mature or the payment in full of matured or nonmatured debts, which are secured by these prior liens or security interests), and all expenses so incurred of every kind and character shall be a demand obligation owing by Borrower and the party incurring such expenses shall be subrogated to all rights of the person receiving such payment.

5.5 Notification of Account Debtors. Lender may at any time after an Event of Default by Borrower notify the account debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness included in the Collateral to pay Lender directly.

5.6 Authorization to File Financing Statement. Borrower hereby irrevocably authorizes Lender at any time and from time to time to file, without the signature of Borrower, in any jurisdiction any amendments to existing financing statements and any initial financing statements and amendments thereto that (a) indicate the Property (i) as "all assets of Borrower and all proceeds thereof, and all rights and privileges with respect thereto" or words of similar effect, regardless of whether any particular asset comprised in the Property falls within the scope of Article/Chapter 9 of the Uniform Commercial Code, or (ii) as being of an equal or lesser scope or with greater detail; (b) contain any other information required by subchapter E of Article/Chapter 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Borrower is an organization, the type of organization and any organization identification number issued to Borrower; and (c) are necessary to properly effectuate the transactions described in the Loan Documents, as determined by Lender in its discretion. Borrower agrees to furnish any such information to Lender promptly upon request. Borrower further agrees that a carbon, photographic or other reproduction of this Security Instrument or any financing statement describing any Property is sufficient as a financing statement and may be filed in any jurisdiction by Lender.

5.7 Fixture Filing. This Security Instrument shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property and is to be filed for record in the real estate records in the Office of the County Recorder where the Property (including said fixtures) is situated. This Security Instrument shall also be effective as a financing statement covering as-extracted collateral and is to be filed for record in the real estate records of the county where the Property is situated. The mailing address of Borrower and the address of Lender from which information concerning the security interest may be obtained are the addresses of Borrower and Lender set forth on the first page of this Security Instrument.

5.8 Filing and Recordation. Borrower will cause this Security Instrument and all amendments and supplements hereto and substitutions for this Security Instrument and all financing statements and continuation statements relating hereto to be recorded, filed, re-recorded and refiled in such manner and in such places as Lender shall reasonably request, and will pay all such recording, filing, re-recording and refiling taxes, fees and other charges.

5.9 Dealing with Successor. In the event the ownership of the Property or any part thereof becomes vested in a person other than Borrower, Lender may, without notice to Borrower, deal with such successor or successors in interest with reference to this Security Instrument and to the Indebtedness in the same manner as with Borrower, without in any way vitiating or discharging Borrower's liability hereunder or for the payment of the Indebtedness. No sale of the Property, no forbearance on the part of Lender and no extension of the time for the payment of the Indebtedness given by Lender shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Borrower hereunder or for the payment of the Indebtedness or the liability of any other person hereunder or for the payment of the Indebtedness, except as agreed to in writing by Lender.

5.10 Place of Payment. The Indebtedness which may be owing hereunder at any time by Borrower shall be payable at the place designated in the Note, or if no such designation is made, at the office of Lender at the address indicated in this Security Instrument, or at such other place in Miami-Dade County, Florida as Lender may designate in writing.

5.11 Subrogation. To the extent that proceeds of the Note are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Property, such proceeds have been advanced by Lender at Borrower's request and Lender shall be subrogated to any and all rights, security interests and liens owned or held by any owner or holder of such outstanding liens, security interests, charges or encumbrances, irrespective of whether said liens, security interests, charges or encumbrances are released; provided, however that the terms and provisions of this Security Instrument shall govern the rights and remedies of Lender and shall supersede the terms, provisions, rights and remedies under and pursuant to the instruments creating the lien or liens to which Lender is subrogated hereunder.

5.12 Application of Indebtedness. If any part of the Indebtedness cannot be lawfully secured by this Security Instrument or if any part of the Property cannot be lawfully subject to the lien and security interest hereof to the full extent of such Indebtedness or if the lien and security interest of the Indebtedness of this Security Instrument are invalid or unenforceable as to any part of the Indebtedness or as to any part of the Property, then all payments made on the Indebtedness, whether voluntary or under foreclosure or other enforcement action or procedure, shall be applied on said Indebtedness first in discharge of that portion thereof which is unsecured in whole or in part by this Security Instrument.

5.13 Notice. Any notice or communication required or permitted hereunder shall be given in accordance with the provisions of the Loan Agreement.

5.14 Successors, Substitutes and Assigns. The terms, provisions, covenants and conditions hereof shall be binding upon Borrower, and the successors and assigns of Borrower including all successors in interest of Borrower in and to all or any part of the Property, and shall

inure to the benefit of Lender and its successors, substitutes and assigns and shall constitute covenants running with the land. All references in this Security Instrument to Borrower or Lender shall be deemed to include all such successors, substitutes and assigns.

5.15 Severability. A determination that any provision of this Security Instrument is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the application of any provision of this Security Instrument to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

5.16 Gender and Number. Within this Security Instrument, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, and words in the plural number shall be held and construed to include the singular, unless in each instance the context otherwise requires.

5.17 Time of the essence. Time is of the essence of this Security Instrument and no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the Note secured hereby.

5.18 Counterparts. This Security Instrument may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

5.19 Joint and Several. If Borrower is comprised of more than one entity, the term "Borrower" as used in this Security Instrument means all or either or any of such entities and the obligations of Borrower hereunder shall be joint and several.

5.20 Headings. The Section headings contained in this Security Instrument are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several Sections hereof.

5.21 Entire Agreement. The Loan Documents constitute the entire understanding and agreement between Borrower and Lender with respect to the transactions arising in connection with the Indebtedness and supersede all prior written or oral understandings and agreements between Borrower and Lender with respect thereto. Borrower hereby acknowledges that, except as incorporated in writing in the Loan Documents, there are not, and were not, and no persons are or were authorized by Lender to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of the Loan Documents.

5.22 Inconsistencies with Loan Agreement. In the event of any inconsistency between this Security Instrument and the Loan Agreement, the terms hereof shall control as necessary to create, preserve and/or maintain a valid lien and security interest upon the Property, otherwise the provisions of the Loan Agreement shall control.

5.23 Applicable Law. THIS SECURITY INSTRUMENT WAS NEGOTIATED IN THE STATE OF FLORIDA, ACCEPTED BY LENDER IN THE STATE OF FLORIDA, AND

THE PROCEEDS OF THE LOAN EVIDENCED HEREBY WERE OR ARE TO BE DISBURSED BY LENDER FROM THE STATE OF FLORIDA. BORROWER AND LENDER AGREE THAT THE STATE OF FLORIDA HAS A SUBSTANTIAL RELATIONSHIP TO THE TRANSACTION EVIDENCED HEREBY AND AGREE THAT THIS SECURITY INSTRUMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA (WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW); EXCEPT THAT AT ALL TIMES (I) THE PROVISIONS FOR THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT TO THIS SECURITY INSTRUMENT AND ANY OTHER LOAN DOCUMENTS WITH RESPECT TO THE LOAN (OTHER THAN THAT DESCRIBED IN SUBPARAGRAPH II BELOW) SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF STATE IN WHICH THE PROJECT IS LOCATED AND (II) WITH RESPECT TO THE PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED BY THIS SECURITY INSTRUMENT AND ANY OTHER LOAN DOCUMENTS IN PROPERTY WHOSE PERFECTION AND PRIORITY IS COVERED BY ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE, THE LAW OF THE JURISDICTION APPLICABLE IN ACCORDANCE WITH SECTIONS 9-301 THROUGH 9-307 OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE STATE OF FLORIDA SHALL GOVERN TO THE FULLEST EXTENT PERMITTED BY LAW [AND (III) THE CONDOMINIUM ACT SHALL APPLY]. BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS SECURITY INSTRUMENT, THE NOTE AND THE OTHER LOAN DOCUMENTS, AND THIS SECURITY INSTRUMENT, THE NOTE AND THE OTHER LOAN DOCUMENTS EXCEPT AS SET FORTH ABOVE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

5.24 Consent to Jurisdiction. WITH RESPECT TO ANY LEGAL OR EQUITABLE SUIT, ACTION, CLAIM OR PROCEEDING ARISING HEREUNDER OR UNDER THE OTHER LOAN DOCUMENTS, BORROWER (I) IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT LOCATED IN MIAMI-DADE COUNTY, FLORIDA OR THE UNITED STATES DISTRICT COURT LOCATED IN MIAMI-DADE COUNTY, FLORIDA, (II) AGREES THAT ALL SUCH SUITS, ACTIONS, CLAIMS OR PROCEEDINGS MAY BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT AND (III) IRREVOCABLY WAIVES ANY (A) OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY SUIT, ACTION, CLAIM OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT BROUGHT IN ANY SUCH STATE OR FEDERAL COURT AND (B) ANY CLAIM THAT ANY SUCH SUIT, ACTION, CLAIM OR PROCEEDING BROUGHT IN ANY SUCH STATE OR FEDERAL COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

5.25 Waiver of Jury Trial; Judicial Procedural Matters. **BORROWER AND LENDER HEREBY WAIVE ITS/HIS/HER RESPECTIVE RIGHTS TO A JURY TRIAL**

OF ANY CLAIM, CAUSE OF ACTION, DEFENSE, COUNTERCLAIM, AND THIRD PARTY ACTION BASED UPON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LOAN AND THIS MORTGAGE OR WITH THE TRANSACTIONS AND OTHER DOCUMENTS CONTEMPLATED HEREBY AND/OR EXECUTED BETWEEN AND AMONGST THE PARTIES. THIS WAIVER APPLIES IN THE EVENT ANY THIRD PARTIES INSTITUTE, JOIN, OR DEFEND ANY LITIGATION. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE IN ANY WAY TO THIS AGREEMENT AND/OR TO THE PARTIES' INTERACTIONS, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, CLAIMS BASED UPON STATEMENTS (WHETHER ORAL OR WRITTEN), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW, STATUTORY, AND OTHER CLAIMS AND/OR DEFENSES, COUNTERCLAIMS, AND THIRD PARTY ACTIONS. THE PARTIES FURTHER REPRESENT AND WARRANT THAT THEY HAVE HAD THE OPPORTUNITY TO REVIEW THIS WAIVER WITH THEIR RESPECTIVE LEGAL COUNSEL, AND THAT THEY KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVE THEIR JURY TRIAL RIGHTS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BORROWER'S EXECUTION OF THIS MORTGAGE AND LENDER'S EXTENSION OF CREDIT TO BORROWER. THE PARTIES EXPRESSLY AGREE THAT NO PARTY OR ENTITY HAS REPRESENTED THAT THIS JURY TRIAL WAIVER WILL NOT BE ENFORCED.

[Balance of page intentionally left blank]

SIGNATURE PAGE OF BORROWER TO
MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING

IN WITNESS WHEREOF, Borrower has executed this Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing as of the date first set forth above.

Signed, sealed and delivered and in the presence of:

Name: Elena Aidova

Name: Roger C. Doran

710 NW 5TH AVENUE LLC,
a Florida limited liability company

By: _____
Jonathan Fish, Managing Member

Address: 710 NW 5th Avenue
Fort Lauderdale, Florida 33311

THE STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this 26th day of May, 2017, by Jonathan Fish, as Managing Member of 710 NW 5TH AVENUE LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ Florida ID as identification.

ELENA AIDOVA
MY COMMISSION # FF 206528
EXPIRES: March 16, 2019
Bonded Thru Notary Public Underwriters

Printed Name: Elena Aidova
Notary Public, State of. _____
Commission Expires _____
Serial Number: _____

#49374978_v1

EXHIBIT A

The Land

All of Lots 21, 28, 29, 30, 31, 32, 33, 34, 35, 36 and 37 and the East One-Half (E 1/2) of Lots 38, 39, 40, 41 and 42, in Block 282, of Progresso, a subdivision according to the plat thereof as recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Broward County, Florida.

#49374978_v1

PROMISSORY NOTE

$975,000.00 ("Loan") May 26, 2017
Loan No. 252500633963

FOR VALUE RECEIVED, the undersigned, **710 NW 5TH AVENUE LLC**, a Florida limited liability company ("Borrower"), hereby promises to pay to the order of Ocean Bank, a Florida banking corporation ("Lender"), which shall also include each successor or assign who becomes the holder of this Note), the principal sum of Nine Hundred Seventy Five Thousand and No/100 Dollars ($975,000.00), with interest on the unpaid balance thereof from date of advancement until maturity at the rate or rates hereinafter provided, both principal and interest payable as hereinafter provided in lawful money of the United States of America at the offices of Ocean Bank, 780 N.W. 42nd Ave, Miami, FL 33126, Attn: Commercial Real Estate, or at such other place as from time to time may be designated by Lender. "Principal" means that portion of the principal balance of the Loan evidenced hereby as is from time to time outstanding.

Capitalized terms not otherwise defined in this Promissory Note ("Note") below shall have the same meaning as set forth in the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing of even date herewith from Borrower in favor of Lender ("Mortgage") or in any Loan Agreement between Borrower and Lender ("Loan Agreement"), as the case may be.

1. Interest

1.1 *Interest Rate.* The Principal shall bear interest from the date hereof until paid in full at the interest rate applicable to the Loan, as adjusted from time to time ("Applicable Rate"). The initial Applicable Rate shall be four and three quarters of one percent (4.75%) per annum. On each Adjustment Date (defined below), the Applicable Rate shall be recalculated by Lender to a fixed interest rate which is the sum calculated as follows: (a) the "Prime Rate" as published in The Wall Street Journal's "Money Rates" table for that day ("WSJ Prime Rate"); plus (b) one percent (1%). If multiple WSJ Prime Rates are quoted in such table, then the highest WSJ Prime Rate quoted therein shall be the rate used for part (a) of this interest rate adjustment calculation. In the event that a Prime Rate is no longer published in The Wall Street Journal's "Money Rates" table, then Lender will choose a substitute index rate to use for the above part (a) of the interest rate adjustment calculation, which substitute index rate shall be based on comparable information to the WSJ Prime Rate. The initial Applicable Rate and each adjusted Applicable Rate may not be the lowest rate of interest that Lender charges its customers other than Borrower.

1.2 *Rate Adjustments.* The Applicable Rate shall be adjusted on May 26, 2022 ("First Adjustment Date") and on May 26, 2027 ("Second Adjustment Date") (each of the First Adjustment Date and the Second Adjustment Date, as applicable shall be sometimes referred to as an "Adjustment Date"). The initial Applicable Rate and each adjusted Applicable Rate may not be the lowest rate of interest that Lender charges its customers other than Borrower.

1.3 *Floor Rate.* In no event shall the Applicable Rate at any time be less than four and one half of one percent (4.50%) per annum ("Floor Rate"). If, at any time, the Applicable Rate would be less than the Floor Rate, whether as a result of a calculated interest rate

adjustment or otherwise, the interest rate shall be increased to the Floor Rate which shall then be the Applicable Rate until the next Adjustment Date.

1.4 *Default Rate.* From and after the Maturity Date, and from and after ten (10) calendar days following the occurrence and during the continuance of an Event of Default hereunder, irrespective of any declaration of maturity, all amounts remaining unpaid or thereafter accruing hereunder, shall, at Lender's option, to the extent permitted by applicable law, bear interest up to the maximum per annum interest rate of either: (i) 17.5%, for loans up to $500,000; or (ii) 24.5%, for loans over $500,000 ("Default Rate").

1.5 *Maximum Rate.* Notwithstanding anything to the contrary contained in this Note, the maximum interest rate Lender shall charge Borrower shall be no greater than the maximum interest rate per annum under applicable law in effect from time to time, including without limitation, the applicable usury laws and the Section of this Note entitled "Usury" ("Maximum Rate"). If, at any time, the Applicable Rate exceeds the Maximum Rate, the rate of interest payable under this Note shall be limited to the Maximum Rate, but any subsequent reductions in the Applicable Rate, as the case may be, shall not reduce the Applicable Rate below the Maximum Rate until the total amount of interest accrued on this Note equals the total amount of interest which would have accrued at the Applicable Rate if the Applicable Rate had at all times been in effect. The term "applicable law" as used in this Note shall mean the laws of the State of Florida or the laws of the United States, whichever laws allow the greater rate of interest, as such laws now exist or may be changed or amended or come into effect in the future.

2. **Payment of Principal and Interest.**

2.1 *Payments.* Interest on the Principal shall be payable monthly in arrears as it accrues until the earlier of the date this Note is repaid in full or the Maturity Date (defined below). Borrower shall make certain payments to Lender, as follows:

2.1.1 Commencing on June 26, 2017, and continuing on the 26th day of each month thereafter (each a "Payment Date"), Borrower shall make equal monthly payments of principal and interest in the amount of $5,598.04, each based on the Applicable Rate and an assumed amortization period of twenty five (25) years ("Amortization Period");

2.1.2 Commencing on the first Payment Date following the First Adjustment Date and continuing on each Payment Date thereafter until the Payment Date immediately preceding the Second Adjustment Date, the amount of each required monthly payment of principal and interest shall be reset and adjusted by Lender based upon the Applicable Rate as of the First Adjustment Date and based on the years remaining in the Amortization Period;

2.1.3 Commencing on the first Payment Date following the Second Adjustment Date and continuing on each Payment date thereafter until the Payment Date immediately preceding the Maturity Date, the amount of each required monthly payment of principal and interest shall be reset and adjusted by Lender based upon the Applicable Rate as of the Second Adjustment Date and based on the years remaining in the Amortization Period;

2.1.4 All outstanding Principal, any accrued but unpaid interest thereon, and any other sums due Lender under the Loan and the Loan Documents shall be due and payable on May 26, 2032 ("Maturity Date").

2.2 *Interest Calculation.* Interest shall be calculated for the actual number of days which have elapsed on the basis of a three hundred sixty (360) day year consisting of twelve (12) months of thirty (30) days each (i.e., 30/360 Basis) and shall be payable in arrears.

2.3 *Tax and Insurance Escrow.* If required pursuant to the Loan Agreement, in addition to principal and interest payments due hereunder, Borrower shall pay Lender on each Payment Date, a sum equal to one-twelfth (1/12th) of the annual amounts payable for the real estate taxes required per the terms of the Mortgage, said monthly sum to be estimated solely by the Lender and calculated to be an amount not less than the real estate taxes paid the previous year, which monthly payments shall be deposited in an account with Lender in accordance with Loan Agreement.

2.4 *Receipt of Payments.* Borrower shall make each payment which it owes hereunder not later than 1:00 PM (Miami, Florida time), on the date such payment becomes due and payable (or the date any voluntary prepayment is made), in immediately available funds. Any payment received by Lender after such time will be deemed to have been made on the next following Business Day. "Business Day" means a day, other than a Saturday or Sunday, or state (Florida only) or federal legal holiday.

2.5 *Application of Payments.* Until such time as an Event of Default has occurred and after such time as such Event of Default has been cured, all payments received under this Note shall be applied: (i) to any unpaid costs of collection or any other sums due Lender under the Loan Documents other than unpaid interest or the Principal; (ii) to accrued but unpaid interest on the Principal; and (iii) the Principal. After the occurrence and during the continuance of an Event of Default, all payments shall be applied in any order determined by Lender in its sole discretion.

2.6 *Prohibitions.* Borrower agrees not to send payments to Lender marked "paid in full," "without recourse," or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amounts owed or that may become due to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to the address set forth hereinabove.

2.7 Event of Default. Each of the following shall constitute an event of default hereunder ("Event of Default"): (i) the failure of Borrower to pay any amount of principal or interest hereunder when due and payable; or (ii) the occurrence of any other default in any term, covenant or condition hereunder; or (iii) the occurrence of any event of default under the Mortgage, the Loan Agreement, or any other Loan Document not cured prior to the expiration of any applicable grace or cure period. During the continuance of an Event of Default, Lender shall have the option of declaring all outstanding Principal, any accrued but unpaid interest thereon, and any other sums due Lender under the Loan and the Loan Documents to be immediately due and payable.

3. **Prepayment**. Borrower shall have the right to prepay the Loan, in whole or in part, subject to the following conditions:

3.1 written notice thereof is given to Lender in accordance with the provisions of the Loan Agreement at least thirty (30) days prior to the date of prepayment;

3.2 such prepayment is accompanied by all accrued interest on the amount prepaid, including interest which has accrued at the Default Rate, any prepayment premium required under the Loan Agreement and other sums that may be payable hereunder to the date; and

3.3 any prepayment (other than one resulting from a Bona Fide Sale) shall be subject to a prepayment fee equal to one percent (1%) of the amount then being repaid for the life of the Loan.

All prepayments on this Note shall be applied, to the extent thereof, to accrued but unpaid interest on the amount prepaid, to the remaining principal installments, and any other sums due and unpaid to Lender under the Loan Documents, in such manner and order as Lender may elect in its discretion, including but not limited to application to principal installments in inverse order of maturity. No portion of principal repaid may be re-advanced.

As used herein, the term "Bona Fide Sale" means a bona fide sale of the Property to a third party who is unrelated to the Borrower for fair market value, which Bona Fide Sale results in the Loan being repaid.

4. **Security**. This Note is secured, inter alia, by the Mortgage evidencing a lien on certain real property more particularly described therein, and evidencing a security interest in certain personal property described therein, and an assignment of any leases and rents described therein, to which Mortgage reference is here made for a description of the property and leases covered thereby and the nature and extent of the security and the rights and powers of Lender in respect of such security.

5. **Usury**. Nothing herein contained, nor any transaction related thereto, shall be construed or so operate as to require Borrower or any person liable for the repayment of same, to pay interest in an amount or at a rate greater than the Maximum Rate. Should any interest or other charges paid by Borrower, or any parties liable for the payment of the Loan, result in the computation or earning of interest in excess of the Maximum Rate while said interest is being earned, then any and all of such excess shall be and is waived by Lender, and all such excess shall be automatically credited against and in reduction of the Principal, and any portion of the excess that exceeds the Principal shall be paid by Lender to Borrower or any parties liable for the payment of the Loan so that under no circumstances shall the Borrower, or any parties liable for the payment of the Loan, be required to pay interest in excess of the Maximum Rate.

6. **Waivers**. Borrower and all endorsers, guarantors and sureties of this Note and all other persons liable or to become liable on this Note severally waive all claims and liabilities concerning the calculation or manipulation of any variable interest rate together with any and all notices concerning presentment for payment, demand, dishonor, nonpayment, intention to accelerate the maturity, protest together with Lender's actions or inactions concerning its diligence in collecting and the bringing of suit against any other party, and agree to all renewals, extensions, modifications, partial payments, releases or substitutions of security, in whole or in part, with or without notice, before or after maturity. Borrower agrees that makers, endorsers, guarantors and sureties may be added or released without notice and without affecting Borrower's liability hereunder. The liability of Borrower shall not be affected by the failure of Lender to perfect or otherwise obtain or maintain the priority or validity of any security interest in any collateral. The liability of Borrower shall be absolute and unconditional and without regard to the liability of any other party hereto.

7. **TIME OF THE ESSENCE**. TIME IS OF THE ESSENCE OF EACH OBLIGATION OF BORROWER HEREUNDER.

8. **General Provisions**.

8.1 **Integration**. This Note and the other Loan Documents constitute the sole agreement of the parties with respect to the transaction contemplated hereby and supersede all oral negotiations and prior writings with respect thereto.

8.2 **Partial Invalidity**. The invalidity or unenforceability of any one or more provisions of this Note shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

8.3 **Binding Effect**. The covenants, conditions, waivers, releases and agreements contained in this Note shall bind, and the benefits thereof shall inure to, the parties hereto and their respective heirs, executors, administrators, successors and assigns; provided, however, that this Note cannot be assigned by Borrower without the prior written consent of Lender, and any such assignment or attempted assignment by Borrower shall be void and of no effect with respect to Lender. Each party to this Note and the legal counsel to each party have participated in the drafting of this Note, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Note.

8.4 **Modifications**. This Note may not be supplemented, extended, modified or terminated except by an agreement in writing signed by the party against whom enforcement of any such waiver, change, modification or discharge is sought.

8.5 **Inconsistency**. In the event of any inconsistency between the terms and conditions of this Note and any Loan Agreement, the terms and conditions of the Loan Agreement shall control.

8.6 **Joint and Several Liabilities**. If Borrower consists of more than one person or entity, the word "Borrower" shall mean each of them and the obligations and liabilities of each Borrower under this Note shall be joint and several and shall be binding upon and enforceable against each Borrower and their respective successors and assigns.

8.7 **Continuing Enforcement**. If, after receipt of any payment of all or any part of this Note, Lender is compelled or agreed, for settlement purposes, to surrender such payment to any person or entity for any reason (including, without limitation, a determination that such payment is void or voidable as a preference or fraudulent conveyance, an impermissible setoff, or a diversion of trust funds), then this Note and the other Loan Documents shall continue in full force and effect or be reinstated, as the case may be, and Borrower shall be liable for, and shall indemnify, defend and hold harmless Lender with respect to, the full amount so surrendered. The provisions of this Section shall survive the cancellation or termination of this Note and shall remain effective notwithstanding the payment of the obligations evidenced hereby, the release of any security interest, lien or encumbrance securing this Note or any other action which Lender may have taken in reliance upon its receipt of such payment. Any cancellation, release or other such action shall be deemed to have been conditioned upon any payment of the obligations evidenced hereby having become final and irrevocable.

8.8 **Documentary Stamp Taxes**. Borrower represents and warrants to Lender that Florida Intangible Personal Property Tax due on the Mortgage and the Documentary Stamp Tax due on this Note have been paid on the Mortgage securing payment of this Note upon the recording in the Public Records of Broward County, Florida.

8.9 **Applicable Law**. This Note was negotiated in the State of Florida, accepted by Lender in the State of Florida, and the proceeds of the loan evidenced hereby were or are to be disbursed by lender from the State of Florida. Borrower and Lender agree that the State of Florida has a substantial relationship to the Loan evidenced hereby and agree that this Note and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida. Borrower hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs this Note and the other Loan Documents, and this Note and the other Loan Documents shall be governed by and construed in accordance with the laws of the State of Florida.

8.10 **Consent to Jurisdiction**. With respect to any legal or equitable suit, action, claim or proceeding arising hereunder or under the other Loan Documents, Borrower (i) irrevocably submits to the nonexclusive jurisdiction of the Circuit Court of the Seventeenth Judicial Circuit located in Broward County, Florida or the United States District Court located in Broward County , Florida, (ii) agrees that all such suits, actions, claims or proceedings may be heard and determined in such state or federal court and (iii) irrevocably waives any (A) objection which it may have at any time to the laying of venue of any suit, action, claim or proceeding arising out of or relating to this note or any other loan document brought in any such state or federal court and (B) any claim that any such suit, action, claim or proceeding brought in any such state or federal court has been brought in an inconvenient forum.

9. **Waiver of Jury Trial. EACH OF BORROWER (BY ITS EXECUTION HEREOF) AND LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY WAIVES ITS/HIS/HER RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM, CAUSE OF ACTION, DEFENSE, COUNTERCLAIM, AND THIRD PARTY ACTION BASED UPON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LOAN AND THIS NOTE OR WITH THE TRANSACTIONS AND OTHER DOCUMENTS CONTEMPLATED HEREBY AND/OR EXECUTED BETWEEN AND AMONGST THE PARTIES. THIS WAIVER APPLIES IN THE EVENT ANY THIRD PARTIES INSTITUTE, JOIN, OR DEFEND ANY LITIGATION. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE IN ANY WAY TO THIS NOTE AND/OR TO THE PARTIES' INTERACTIONS, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, CLAIMS BASED UPON STATEMENTS (WHETHER ORAL OR WRITTEN), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW, STATUTORY, AND OTHER CLAIMS AND/OR DEFENSES, COUNTERCLAIMS, AND THIRD PARTY ACTIONS. THE PARTIES FURTHER REPRESENT AND WARRANT THAT THEY HAVE HAD THE OPPORTUNITY TO REVIEW THIS WAIVER WITH THEIR RESPECTIVE LEGAL COUNSEL, AND THAT THEY KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVE THEIR JURY TRIAL RIGHTS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BORROWER'S EXECUTION OF THIS NOTE AND LENDER'S EXTENSION OF CREDIT TO BORROWER. THE PARTIES EXPRESSLY**

AGREE THAT NO PARTY OR ENTITY HAS REPRESENTED THAT THIS JURY TRIAL WAIVER WILL NOT BE ENFORCED.

[REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE OF BORROWER TO PROMISSORY NOTE

710 NW 5TH AVENUE LLC,
a Florida limited liability company

By:_____
Jonathan Fish, Managing Member

STATE OF FLORIDA)
SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 26th day of May, 2017 by Jonathan Fish as the Managing Member of 710 NW 5th Avenue LLC, a Florida limited liability company, on behalf of the company. He is personally known to me (YES) (NO) or has produced Florida ID as identification.

_____
Notary Public

[Notarial Seal]

ELENA AIDOVA
MY COMMISSION # FF 206528
EXPIRES: March 16, 2019
Bonded Thru Notary Public Underwriters

Elena Aidova
Printed Name of Notary

DOCUMENTARY STAMP TAXES IN THE AMOUNT OF $3,412.50 AND INTANGIBLE TAXES IN THE AMOUNT OF $1,950.00 HAVE BEEN PAID ON THE MORTGAGE SECURING THIS NOTE.

710NW-1 OP ID: TR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 954-616-1800 Roebuck Associates Insurance Exchange LLC 5599 S University Drive, # 301 Davie, FL 33328 Roebuck Associates	CONTACT NAME: Todd Roebuck PHONE (A/C, No, Ext): 954-616-1800 FAX (A/C, No): 954-616-1888 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Mt Hawley	
INSURED 710 NW 5th Avenue, LLC 710 NW 5th Ave. Ft. Lauderdale, FL 33311	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			GPK0002302	05/26/2018	05/26/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 710 NW 5th Avenue, Ft. Lauderdale, FL 33311
726 NW 5th Avenue, Ft. Lauderdale, FL 33311

CERTIFICATE HOLDER

FORINFO

For Information Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

HYDROLOGIC ASSOCIATES U.S.A., INC.
ENVIRONMENTAL CONSULTANTS • HYDROGEOLOGIC TESTING
WELL DRILLING SERVICES • PETROLEUM CONTRACTOR

PHASE II ENVIRONMENTAL SITE ASSESSMENT

of the property located at

710-726 Northwest 5th Avenue
Fort Lauderdale, Florida 33311

Prepared for:

Sunrise Capital Corp.
5599 South University Drive, Suite 205
Davie, Florida 33328

Prepared by

Hydrologic Associates U.S.A., Inc.
10406 Southwest 186th Terrace
Miami, Florida 33157

Project Number HA16-4515

March 25, 2017

NASSAU
P.O. Box CB-12762, Suite # 186
Cable Beach, Nassau, Bahamas

MAIN OFFICE MIAMI
10406 SW 186th Terrace
Miami, Florida 33157
Phone: (305) 252-7118
Fax: (305) 254-0874
WWW.HAIMIAMI.COM

ORLANDO
109 Bayberry Road
Altamonte Springs, Florida 32714

HYDROLOGIC ASSOCIATES U.S.A., INC.
ENVIRONMENTAL CONSULTANTS • HYDROGEOLOGIC TESTING
WELL DRILLING SERVICES • PETROLEUM CONTRACTOR

March 25, 2017

Mr. Art Eckstein
Sunrise Capital Corp.
5599 South University Drive, Suite 205
Davie, Florida 33328

RE: **Report of Phase II Environmental Site Assessment**
710-726 Northwest 5th Avenue
Fort Lauderdale, Florida 33311
Project Number HA16-4515

Dear Mr. Eckstein,

As authorized, Hydrologic Associates U.S.A., Inc., (HAI) has completed the Phase II Environmental Site Assessment (ESA) at the above referenced subject site. The attached report documents the results of the assessment and our recommendations. This report is intended for the use of Sunrise Capital Corp. and should not be relied upon by any other parties without the express written consent of HAI. The report is based on the dates of the site work and should not be relied upon at substantially later dates. The Phase II ESA was conducted in general accordance with the American Society for Testing and Materials document *Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process* (ASTM E 1903 11). We appreciate the opportunity of assisting you with this assessment.

Sincerely,

Hydrologic Associates USA, Inc.

James T. Miller, P.E.
Project Manager

NASSAU
P.O. Box CB-12762, Suite # 186
Cable Beach, Nassau, Bahamas

MAIN OFFICE MIAMI
10406 SW 186th Terrace
Miami, Florida 33157
Phone: (305) 252-7118
Fax: (305) 254-0874
WWW.HAIMIAMI.COM

ORLANDO
109 Bayberry Road
Altamonte Springs, Florida 32714

4.0 CONCLUSIONS AND RECOMMENDATIONS

This section summarizes conclusions based on the information obtained during the Phase II ESA on the subject site located at 710-726 Northwest 5th Avenue.

The objectives of the Phase II ESA were to evaluate the groundwater quality at the subject site relative to the historical presence of automotive repair facilities, the petroleum discharge observed in the on-site storm water catch basin, and the effectiveness of the interim remedial action conducted by the property owner. .

Based upon the laboratory results presented in this Phase II ESA, concentrations of tested groundwater constituents were below their respective polynuclear aromatic hydrocarbon GCTLs. **Therefore, no additional assessment is recommended at this time.**

HYDROLOGIC ASSOCIATES U.S.A., INC.
ENVIRONMENTAL CONSULTANTS • HYDROGEOLOGIC TESTING
WELL DRILLING SERVICES • PETROLEUM CONTRACTOR

PHASE II ENVIRONMENTAL SITE ASSESSMENT

On the property located at

413 Northwest 7th Street
Fort Lauderdale, Florida 33311

Prepared for

National Water Restoration
3883 Pembroke Road
Hollywood, Florida 33021

Prepared by

Hydrologic Associates USA, Inc.
10406 Southwest 186thTerrace
Miami, Florida 33157

Project Number HA18-4800

March 8, 2018

NASSAU
P.O. Box CB-12762, Suite # 186
Cable Beach, Nassau, Bahamas

MAIN OFFICE MIAMI
10406 SW 186th Terrace
Miami, Florida 33157
Phone: (305) 252-7118
Fax: (305) 254-0874
WWW.HAIMIAMI.COM

ORLANDO
109 Bayberry Road
Altamonte Springs, Florida 32714

HYDROLOGIC ASSOCIATES U.S.A., INC.
ENVIRONMENTAL CONSULTANTS • HYDROGEOLOGIC TESTING
WELL DRILLING SERVICES • PETROLEUM CONTRACTOR

March 8, 2018

Mr. Jonathan Fish
National Water Restoration
3883 Pembroke Road
Hollywood, Florida 33021

RE: **Report of Phase II Environmental Site Assessment**
413 Northwest 7th Street
Fort Lauderdale, Florida 33311
Project Number HA18-4800

Dear Mr. Fish,

As authorized, Hydrologic Associates U.S.A., Inc., (HAI) has completed the Phase II Environmental Site Assessment at the above referenced subject site. The attached report documents the results of the assessment and our recommendations. This report is intended for the use of National Water Restoration and should not be relied upon by any other parties without the express written consent of HAI. The discovery of any additional information concerning the environmental conditions at the site should be reported to us for our review so that we can reassess potential environmental impacts and modify our recommendations, if necessary.

We appreciate the opportunity of assisting you with this assessment. If there are any questions, or when we may be of further service to you, please do not hesitate to contact our Miami office.

Sincerely,

Hydrologic Associates USA, Inc.

James T. Miller, P.E.
Project Manager

NASSAU
P.O. Box CB-12762, Suite # 186
Cable Beach, Nassau, Bahamas

MAIN OFFICE MIAMI
10406 SW 186th Terrace
Miami, Florida 33157
Phone: (305) 252-7118
Fax: (305) 254-0874
WWW.HAIMIAMI.COM

ORLANDO
109 Bayberry Road
Altamonte Springs, Florida 32714

4.0 CONCLUSIONS AND RECOMMENDATIONS

This section summarizes conclusions based on the information obtained during the Phase II ESA for the subject site located at 413 Northwest 17th Street, Fort Lauderdale, Florida.

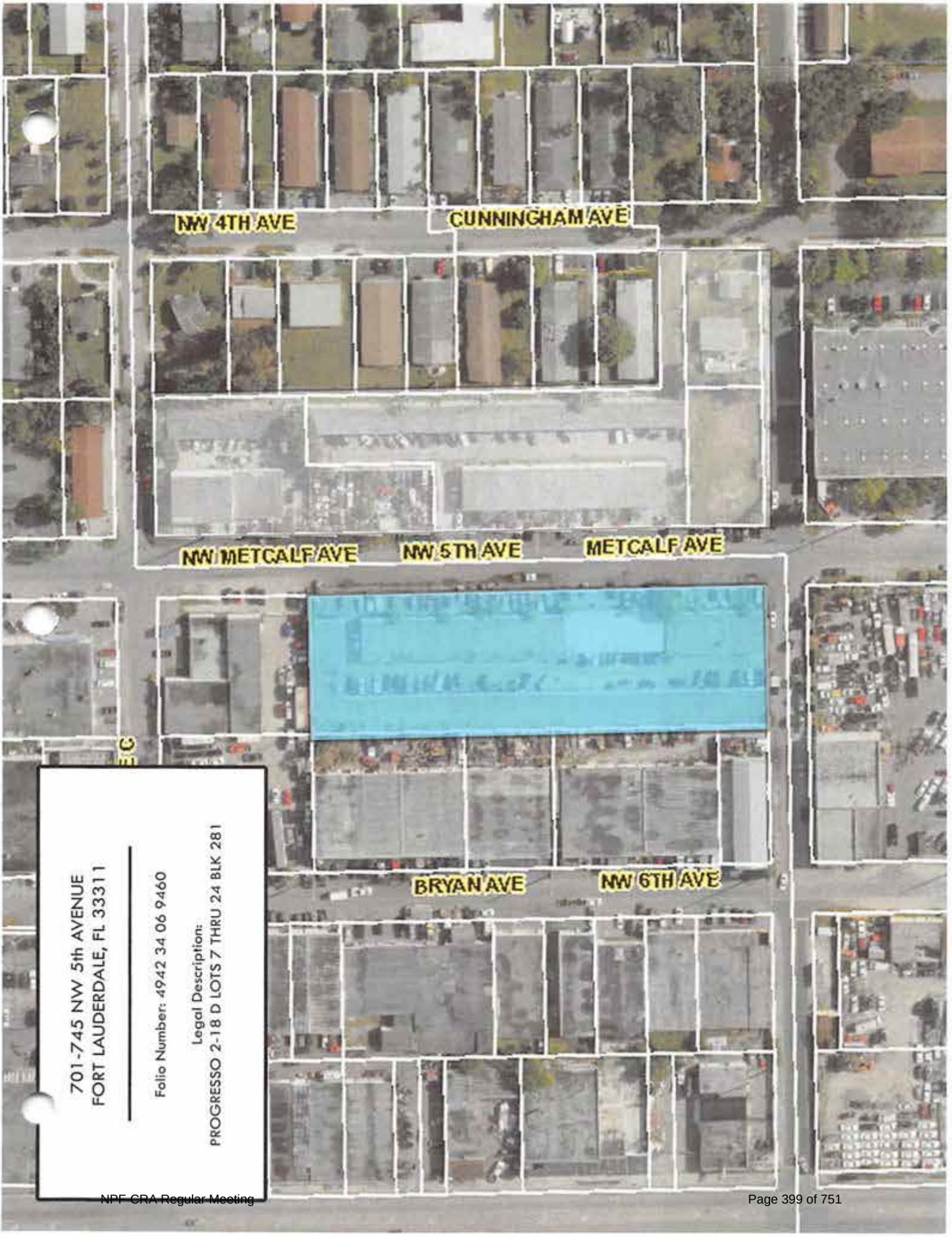
The objective of the Phase II ESA was to evaluate the soil quality at the subject site.

The laboratory analytical results from SB-1 through SB-4 indicated that the concentration of tested analytes were below their respective FDEP Chapter 62-777, FAC, Table II, Soil Cleanup Target Levels (SCTLs), with the exception of soil samples collected at SB-1 and SB-4. Concentrations of arsenic at 8.8 mg/Kg in SB-1 and 2.6 mg/Kg in SB-4 exceeded the SCTL for arsenic of 2.1 mg/Kg.

Recommendations

Concentrations of arsenic were detected above the SCTL of 2.1 mg/Kg in the surficial soils at the subject site. Because the subject site has been utilized to store old automobiles on a pervious ground surface (grass), HAI believes the potential for additional impacts to the surficial soil exists at the subject site. HAI understands the subject site will be covered with an asphalt parking lot. This cover will act as an engineer control for any remaining impacted soil. A prudent measure would be to remove the visually stained areas prior to developing the site with the proposed asphalt paved parking lot. The asphalt pavement will provide the site with an Engineering Control

SECTION 4


NW 4TH AVE
CUNNINGHAM AVE
NW METCALF AVE
NW 5TH AVE
METCALF AVE
BRYAN AVE
NW 6TH AVE
701-745 NW 5th AVENUE
FORT LAUDERDALE, FL 33311
Folio Number: 4942 34 06 9460
Legal Description:
PROGRESSO 2-18 D LOTS 7 THRU 24 BLK 281



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	701-745 NW 5 AVENUE, FORT LAUDERDALE FL 33311	ID #	4942 34 06 9460
Property Owner	BAYIT INVESTMENTS LLC	Millage	0312
Mailing Address	9232 ABBOTT AVE MIAMI FL 33154	Use	48
Abbr Legal Description	PROGRESSO 2-18 D LOTS 7 THRU 24 BLK 281		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2019	$607,490	$2,312,030	$2,919,520	$2,919,520	
2018	$607,490	$2,312,030	$2,919,520	$2,910,740	
2017	$607,490	$2,038,640	$2,646,130	$2,646,130	$50,110.05

2019 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$2,919,520	$2,919,520	$2,919,520	$2,919,520
Portability	0	0	0	0
Assessed/SOH	$2,919,520	$2,919,520	$2,919,520	$2,919,520
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$2,919,520	$2,919,520	$2,919,520	$2,919,520

Sales History

Date	Type	Price	Book/Page or CIN
10/18/2016	WD-Q	$2,700,000	114056335
12/8/2008	QC*-T	$100	45861 / 1597
11/10/2004	WD*	$1,658,400	38559 / 1800
9/8/1993	QCD	$100	21098 / 567

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
$10.00	60,749	SF
Adj. Bldg. S.F. (Card, Sketch)		32202
Eff./Act. Year Built: 1974/1973		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
W								
32202								

THIS INSTRUMENT PREPARED BY:
Anthony Rosenfield, Esq.
Rosenfield and Zalkind P.L.
2323 Hollywood Blvd
Hollywood, FL 33020

E-RECORDED simplifile
ID: 114056335
County: Broward
Date: 11/22/16 Time: 10:22

When Recorded Return To:
Steven Platzek, Esq.
Old Palm Title, LLC
720 East Pametto Park Road
Boca Raton, Florida 33432

Property Appraisers Parcel Identification (Folio) Number: **494234-06-9460**

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made the 10th day of **October, 2016** by **Harry's Place LLC, A Florida Limited Liability Company,** whose post office address is **21407 NE 38th Avenue Aventura, Florida 33180** herein called the Grantors, to **Bayit Investments, LLC, A Florida Limited Liability Company** whose post office address is **17410 NE 9th Court Miami, Florida 33162,** hereinafter called the Grantees:
(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the Grantors, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in MIAMI-DADE County, State of Florida, viz.:

Parcel I

Lots 7, 8, 9, 10 & 11, Block 281, of PROGRESSO, according to the Plat thereof, recorded in Plat Book 2, page 18, of the Public Records of Miami-Dade County, Florida; said lands situate and being in Broward County, Florida.

Parcel II

Lots 12, 13, 14, 15 & 16, Block 281, of PROGRESSO, according to the Plat thereof, recorded in Plat Book 2, page 18, of the Public Records of Miami-Dade County, Florida; said lands situate and being in Broward County, Florida.

Parcel III

Lots 17, 18, 19 & 20, Block 281, of PROGRESSO, according to the Plat thereof, recorded in Plat Book 2, page 18, of the Public Records of Miami-Dade County, Florida; said lands situate and being in Broward County, Florida.

Parcel IV

Lots 21, 22, 23 & 24, Block 281, of PROGRESSO, according to the Plat thereof, recorded in Plat Book 2, page 18, of the Public Records of Miami-Dade County, Florida; said lands situate and being in Broward County, Florida.

Subject to easements, restrictions and reservations of record and taxes for the year 2017 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantors hereby covenant with said Grantees that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Ross Zalkind

Witness #1 Printed Name

Witness #2 Signature

Daminah El-Kilany

Witness #2 Printed Name

Harry's Place LLC, A Florida Limited Liability Company

By: Abraham Narkes, as Manager and Member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18 day of October, 2016, by Abraham Narkes, as Manager and Member of Harry's Place LLC, A Florida Limited Liability Company who is personally known to me or has produced _____ as identification .

SEAL

Notary Public

Printed Notary Name

My commission expires:

ROSTISLAVE ZALKIND
Notary Public - State of Florida
Commission # GG 029219
My Comm. Expires Sep 12, 2020
Bonded through National Notary Assn.

ALTA/NSPS LAND TITLE SURVEY OF: 701-741 & 743 N.W. 5th AVENUE, FORT LAUDERDALE, FL.
505 N.E. 7th STREET, FORT LAUDERDALE, FL.

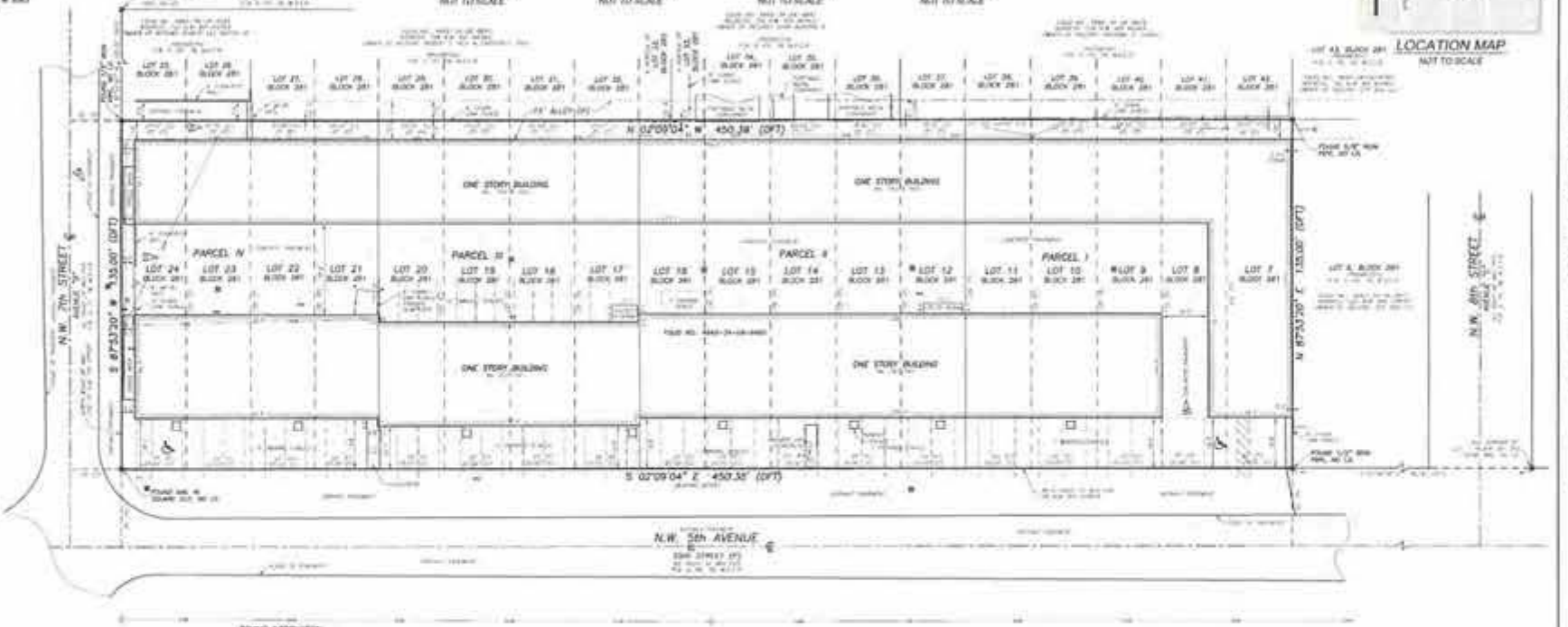

VIEW 1
NOT TO SCALE


VIEW 2
NOT TO SCALE


VIEW 3
NOT TO SCALE


VIEW 4
NOT TO SCALE


LOCATION MAP
NOT TO SCALE



PARKING SPACES:

TITLE COMMITMENT NOTES:

SURVEY NOTES:

ZONING INFORMATION:

SURVEY NOTES (CONTINUED):

STATEMENT OF APPARENT ENCROACHMENT:
NONE.

SURVEYOR'S REFERENCES:

LEGAL DESCRIPTION:

THIS SURVEY IS CERTIFIED TO:

SURVEYOR'S CERTIFICATE:

SEAL
NOT VALID UNLESS SEALED HERE WITH AN EMBOSSED SURVEYOR'S SEAL

ALTA/NSPS LAND TITLE SURVEY
LOTS 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 & 24, BLOCK 281
PLAT BOOK B, PAGE 39 (D.C.R.)

ECS
EXACTA COMMERCIAL SURVEYORS, INC.

ECS1610-021

01 01

Commercial Contract

FloridaRealtors®

1. **PARTIES AND PROPERTY:** US Hospitality Acquisition, LLC, A Florida Limited Liability Company ("Buyer") agrees to buy and Harry's Place LLC, A Florida Limited Liability Company ("Seller") agrees to sell the property as: Street Address: 731 NW 5th Avenue Ft. Lauderdale, Florida 33311

Legal Description: SEE ATTACHED EXHIBIT "A"

and the following Personal Property: _____

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: $ 2,700,000.00

(a) Deposit held in escrow by STEVEN L. PLATZEK, ESQ. ("Escrow Agent") (checks are subject to actual and final collection) $ 25,000.00

Escrow Agent's address: 720 EAST PALMETTO PARK ROAD BOCA RATON, FL 33432 Phone: 561-750-2445

(b) Additional deposit to be made to Escrow Agent within 46 days after Effective Date $ 245,000.00

(c) Additional deposit to be made to Escrow Agent within ____ days after Effective Date $ _____

(d) Total financing (see Paragraph 5) $ _____

(e) Other _____ $ _____

(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid with locally drawn cashier's or official bank check(s) or wire transfer. $ 2,430,000.00

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before August 25, 2016, this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

(a) **Closing Date:** This transaction will be closed on October 19, 2016 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

Buyer _____ ( ) and Seller _____ acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

1. **PARTIES AND PROPERTY:** US Hospitality Acquisition, LLC, A Florida Limited Liability Company ("Buyer") agrees to buy and Harry's Place LLC, A Florida Limited Liability Company ("Seller") agrees to sell the property as: Street Address: 731 NW 5th Avenue Ft. Lauderdale, Florida 33311

Legal Description: SEE ATTACHED EXHIBIT "A"

and the following Personal Property: _____

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: $ 2,700,000.00

(a) Deposit held in escrow by STEVEN L. PLATZEK, ESQ. ("Escrow Agent") (checks are subject to actual and final collection) $ 25,000.00

Escrow Agent's address: 720 EAST PALMETTO PARK ROAD BOCA RATON, FL 33432 Phone: 561-750-2445

(b) Additional deposit to be made to Escrow Agent within 46 days after Effective Date $ 245,000.00

(c) Additional deposit to be made to Escrow Agent within ____ days after Effective Date $ _____

(d) Total financing (see Paragraph 5) $ _____

(e) Other _____ $ _____

(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid with locally drawn cashier's or official bank check(s) or wire transfer. $ 2,430,000.00

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before August 5, 2016, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on October 19, 2016 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

Buyer (___) (___) and **Seller** (___) (___) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

(b) **Location:** Closing will take place in BROWARD County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: Within _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or $ _____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:

_____.

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close.

6. TITLE: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____

_____;

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as WAREHOUSE/STORAGE.

(a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☐ **Seller's** ☒ **Buyer's** expense and within 15 days ☒ after Effective Date ☐ or at least ___ days before Closing Date deliver to **Buyer** (check one)

☒ (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) **Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or

CC-4 Rev. 12/10 ©2010 Florida Realtors® All Rights Reserved

(2) **Buyer** delivers proper written notice and **Seller** cures the defects within 45 days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt by **Buyer** of notice of such curing. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

☒ (i.) **Seller** will, within 15 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction: PRIOR SURVEY/RENT ROLL, prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the Improvements encroach on the lands of another, ☒ **Buyer** will accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check **(a)** or **(b)**)

☐ **(a) As Is: Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within 45 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's** intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer's** intended use and development. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the

CC-4 Rev. 12/10 ©2010 Florida Realtors® All Rights Reserved
Sold # 057850-000147-1462374
formsimplicity

parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☐ only with **Buyer's** consent ☒ without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: **Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller** will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

CC-4 Rev. 12/10 ©2010 Florida Realtors® All Rights Reserved

Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have 10 days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

13. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer, Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Seller** retains the deposit, **Seller** will pay the Brokers named in Paragraph 20 fifty percent of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the brokerage fee. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

14. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer, Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

15. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

16. DISCLOSURES:

(a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) 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 public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

17. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer.** Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer.**

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer.** Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

18. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☒ is not assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms **"Buyer," "Seller"** and "Broker" may be singular or plural. This Contract is binding upon **Buyer, Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

19. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller.** Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

20. BROKERS: Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: N/A
(Company Name) (Licensee)

(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____

_____

Buyer (_____) and **Seller** (_____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

288* (b) Buyer's Broker: N/A
289 (Company Name) (Licensee)
290* _____
291 (Address, Telephone, Fax, E-mail)
292* who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated
293* by ☐ **Seller's Broker** ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)
294* _____
295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
296 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to
297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
300 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of
301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

303 **21. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
304 this Contract):

305*	☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
306*	☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
307*	☐ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
308*	☐ Seller Representations	☐ Seller Financing	☐ Other _____

309 **22. ADDITIONAL TERMS:**

310* THE BUYER SHALL CHOOSE THE TITLE COMPANY/CLOSING AGENT AND BUYER SHALL PAY FOR THE
311* TITLE SEARCH/EXAMINATION AND THE OWNERS TITLE INSURANCE PREMIUM.
312* _____
313* THE SELLER SHALL EXECUTE AN ASSIGNMENT OF RENTS AND LEASES TO BUYER AT CLOSING. THE
314* SELLER SHALL DELIVER TO BUYER 1 DAY PRIOR TO THE CLOSING AN UPDATED CERTIFIED RENT ROLL
315* AFFIDAVIT ("RENT ROLL AFFIDAVIT") and a TENANT ESTOPPEL LETTER FROM EACH TENANT.
316* _____
317* _____
318* _____
319* _____
320* _____

321 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
322 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**
323 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**
324 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**
325 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**
326 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**
327 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
328 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**
329 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**
330 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS**
331 **AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE**
332 **AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

333* Buyer (___) (___) and Seller (___) (___) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
337 to do so.

338* _____ Date: 8/17/2016
339 (Signature of Buyer)

340* Ariel Edry Tax ID No: 81-3483531
341 (Typed or Printed Name of Buyer)

342* Title: Member Telephone: _____

343* _____ Date: _____
344 (Signature of Buyer)

345* _____ Tax ID No: _____
346 (Typed or Printed Name of Buyer)

347* Title: _____ Telephone: _____

348* Buyer's Address for purpose of notice: _____

349* Facsimile: _____ Email: _____

350* _____ Date: 8/18/16
351 (Signature of Seller)

352* RUTH MARKES Tax ID No: _____
353 (Typed or Printed Name of Seller)

354* Title: MANAGER AND MEMBER Telephone: _____

355* _____ Date: 8/18/16
356 (Signature of Seller)

357* AVI MARKES Tax ID No: _____
358 (Typed or Printed Name of Seller)

359* Title: MANAGER AND MEMBER Telephone: _____

360* Seller's Address for purpose of notice: _____

361* Facsimile: _____ Email: _____

The Florida Association of REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics.
The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

362* Buyer _____ (___) and Seller _____ acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

Addendum to Contract

Addendum No. 1 to the Contract between Harry's Place, LLC **(Seller/Assignor),** US Hospitality Acquisition, LLC **(Buyer/Assignee),** Bayit Investments, LLC **(Assignee)** concerning the property described as:

731 NW 5th Avenue, Fort Lauderdale, FL 33311 (the "Commercial Contract").

Buyer and Seller make the following terms and conditions part of the Commercial Contract:

1. The Closing Date shall now be on or before November 1, 2016.

2. The Due Diligence Period shall expire at 5:00 pm on October 13, 2016, except that the Due Diligence Period only as it pertains to the environmental condition of the Property shall not expire until 5:00 pm on October 21, 2016.

3. The Buyer is hereby granted until November 1, 2016 (the "Financing Contingency Deadline") to secure financing at seventy-five percent (75.00%) loan-to-value of the Property (the "Financing Contingency"). In the event the Buyer fails to meet the Financing Contingency by the Financing Contingency Deadline, the Buyer may terminate this Contract by providing Seller written notice of same (the "Financing Contingency Termination Notice") on or before the end of the Financing Contingency Deadline. The Buyer's Financing Contingency is waived if Buyer fails to deliver the Financing Contingency Termination Notice to Seller on or before the Financing Contingency Deadline.

4. Notwithstanding the foregoing, in the event the Commercial Contract is terminated by the Buyer after the expiration of the Due Diligence Period and pursuant to paragraph # 3 above, Seller shall be entitled to retain the sum of $7,500.00 from the deposits previously made by the Buyer, and the remaining deposits in escrow shall be returned to the Buyer.

5. The additional deposit of $245,000.00 shall be conveyed by the Buyer to the Escrow agent by no later than October 14, 2016 in accordance with the Commercial Contract.

6. US Hospitality Acquisition, LLC hereby assigns their rights and obligations in the Commercial Contract to Bayit Investments, LLC, a Florida limited liability company

Date: 9/30/2016 Buyer: _____
US Hospitality Acquisition, LLC

Date: _____ Assignee: _____
Bayit Investments, LLC

Date: _____ Seller: _____
Harry's Place, LLC

PREPARED BY
WHEN RECORDED RETURN TO:

Josias N. Dewey
Holland & Knight LLP
701 Brickell Avenue, 31st Floor
Miami, Florida 33131

E-RECORDED simplifile
ID: 114056397
County: BROWARD
Date: 11/22/16 Time: 10:22

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THE PROMISSORY NOTE SECURED BY THIS SECURITY INSTRUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE

This Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (this "Security Instrument") is executed as of November 10, 2016, by BAYIT INVESTMENTS, LLC, a Florida limited liability company ("Borrower"), whose mailing address is 3883 Pembroke Road, Hollywood, Florida 33021 and whose organizational number is L14000134917, in favor of **OCEAN BANK,** a Florida banking corporation ("Lender", which term shall also refer to any subsequent holders of the "Note", as hereinafter defined, or any part thereof or any interest therein or any of the "Indebtedness" (as hereinafter defined)), whose address is 780 N.W. 42nd Avenue, Miami, Florida 33126, Attn: Commercial Real Estate. Borrower and Lender covenant and agree as follows:

A. Mortgage of Real Property. FOR GOOD AND VALUABLE CONSIDERATION, including the Indebtedness, the receipt of which is hereby acknowledged, and in order to secure the payment of the Indebtedness and the performance of the obligations, covenants, agreements and undertakings of Borrower hereinafter described, Borrower does hereby GRANT, BARGAIN, SELL, ALIEN, CONVEY, CONFIRM, REMISE AND RELEASE to Lender the land situated in the County of Broward and State of Florida described in Exhibit "A" attached hereto and made a part hereof ("Land"), together with the following (together, the "Real Property"):

(1) all the buildings and other improvements now on or hereafter located on the Land; (2) all materials, equipment, fixtures or other property whatsoever now or hereafter attached or affixed to or installed in said buildings and other improvements, including, but not limited to, all heating, plumbing, lighting, water heating, cooking, laundry, refrigerating, incinerating, ventilating and air conditioning equipment, disposals, dishwashers, refrigerators and ranges, recreational equipment and apparatus, utility lines and equipment (whether owned individually or jointly with others), sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, engines, machines, elevators, motors, cabinets, shades, blinds, partitions, window screens, screen doors, storm windows, awnings, drapes, and rugs and other floor coverings, and all fixtures, accessions and appurtenances thereto, and all renewals or replacements of or

substitutions for any of the foregoing, all of which materials, equipment, fixtures and other property are hereby declared to be permanent fixtures and accessions to the freehold and part of the realty conveyed herein as security for the Indebtedness; (3) all easements and rights of way now and at any time hereafter used in connection with any of the foregoing property or as a means of ingress to or egress from said property or for utilities to said property, including, without limitation, the easements described on Exhibit A; (4) all interests of Borrower in and to any streets, ways, alleys and/or strips of land adjoining said land or any part thereof; (5) all water and water rights and shares of stock evidencing the same; and (6) all rights, estates, powers and privileges appurtenant or incident to the foregoing.

TO HAVE AND TO HOLD the foregoing Real Property unto Lender and its successors and assigns, upon the terms, provisions and conditions herein set forth.

B. Pledge of Security Interest in Collateral. In order to secure the payment of the Indebtedness and the performance of the obligations, covenants, agreements and undertakings of Borrower hereinafter described, Borrower hereby grants to Lender a security interest in the following property (collectively, "Collateral"):

(1) all goods, equipment, furnishings, fixtures, furniture, chattels and personal property of whatever nature owned by Borrower now or hereafter located or used in and about the building or buildings or other improvements now erected or hereafter to be erected on the Land, or otherwise located on the Land, and all fixtures, accessions and appurtenances thereto and all renewals or replacements of or substitutions for any of the foregoing; (2) all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein; (3) all security deposits (whether cash, one or more letters of credit, bonds or other form of security) and advance rentals under lease agreements now or at any time hereafter covering or affecting any of the "Property" (as hereinafter defined) and held by or for the benefit of Borrower; (4) all monetary deposits which Borrower has been required to give to any public or private utility with respect to utility services furnished to the Property; (5) all rents and other amounts from and under leases of all or any part of the Property; (6) all issues, profits and proceeds from all or any part of the Property; (7) all proceeds (including premium refunds) of each policy of insurance relating to the Property, including, without limitation any Net Proceeds, Rent Loss Proceeds and any Additional Funds; (8) all proceeds from the taking of the Property or any part thereof or any interest therein or right or estate appurtenant thereto by eminent domain or by purchase in lieu thereof, all amounts deposited in the Tax and Insurance Escrow Account (as defined in the Loan Agreement); (9) all amounts payable under any interest rate protection or hedge agreement entered into by Borrower with respect to the Loan; (10) all amounts deposited in Borrower's operating accounts, all contracts related to the Property, all money, funds, accounts, instruments, documents, and general intangibles (including trademarks, trade names and symbols owned by Borrower and used in connection therewith); (11) all notes or chattel paper arising from or related to the Property; (12) all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property; (13) all plans, specifications, maps, surveys, reports, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to the use,

construction upon, occupancy, leasing, sale or operation of the Property; (14) all proceeds and other amounts paid or owing to Borrower under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Property; (15) all oil, gas and other hydrocarbons and other minerals produced from or allocated to the Property and all products processed or obtained therefrom, the proceeds thereof, and all accounts and general intangibles under which such proceeds may arise, together with any sums of money that may now or at any time hereafter become due and payable to Borrower by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and future oil, gas and mining leases covering the Property or any part thereof; and (16) all proceeds of any of the foregoing items of collateral.

The Real Property and the Collateral are collectively called the "Property". Borrower will warrant and forever defend the title to the Property against the claims of all persons whomsoever lawfully claiming or to claim the same or any part thereof, subject to the Permitted Encumbrances.

ARTICLE I.

Indebtedness

1.1 Indebtedness. This Security Instrument is made to secure and enforce the payment of the following note, obligations, indebtedness and liabilities: (a) one certain Promissory Note of even date herewith in the principal amount of TWO MILLION TWENTY FIVE THOUSAND AND NO/DOLLARS ($2,025,000.00), made by Borrower, and payable to the order of Lender, including, without limitation, all principal, interest, fees and charges, attorneys' fees and legal expenses, and interest at the "Default Rate" (as such term is defined in the Note), together with all future amendments, modifications and extensions thereof, and all other notes hereafter given in substitution therefor or in modification, increase, renewal or extension thereof, in whole or in part, such note and all future amendments, modifications and extensions thereof and all other notes hereafter given in substitution therefor or in modification, increase, renewal or extension thereof, in whole or in part, being included in the defined term "Note"; and (b) all loans and future advances made by Lender to Borrower within twenty (20) years from the date hereof and all other debts, obligations and liabilities of every kind and character of Borrower now or hereafter existing in favor of Lender (including all indebtedness incurred or arising pursuant to the provisions of this Security Instrument, the "Loan Agreement" (defined below), the Loan Documents or under any other agreement or instrument relating to the above described indebtedness or any other instrument now or hereafter evidencing, governing or securing the above described indebtedness or any part thereof) whether such debts, obligations or liabilities be direct or indirect, primary or secondary, joint or several, fixed or contingent, and whether originally payable to Lender or to a third party and subsequently acquired by Lender and whether such debts, obligations and liabilities are evidenced by note, open account, overdraft, endorsement, surety agreement, guaranty or otherwise, BUT IN NO EVENT shall the total outstanding principal amount secured hereby at any time exceed the amount of $5,000,000.00, except that there may be added to such amount interest thereon and any and all disbursements made by the Lender for the payment of taxes, levies or insurance on the Property with interest on such disbursements at the Default Rate, and for reasonable attorneys' fees and court costs

incurred in the collection of any or all of such sums of money, including all such fees and costs in connection with appellate proceedings. The indebtedness referred to in this Section is herein called the **"Indebtedness"**.

1.2 Loan Agreement. The Note, this Security Instrument and certain other documents were executed and delivered pursuant to the Loan Agreement of even date herewith (**"Loan Agreement"**) between Borrower and Lender. Terms used, but not defined, herein are defined in the Loan Agreement and shall have the meaning given such terms in the Loan Agreement. The representations, covenants, terms and provisions of the Loan Agreement are incorporated herein by reference as though fully set forth herein. All of the covenants in the Loan Agreement, together with the covenants set forth in this Security Instrument, shall constitute covenants running with the Land. The covenants set forth in the Loan Agreement include, among other provisions: (a) the obligation to pay when due all taxes on the Property or assessed against Lender with respect to the Loan, (b) the right of Lender to inspect the Property, (c) the obligation to keep the Property insured as Lender may require, (d) the obligation to comply with all Requirements, maintain the Property in good condition and promptly repair any damage or casualty, and (e) except as otherwise permitted in the Loan Agreement, the obligation of Borrower to obtain Lender's consent prior to entering into, modifying or taking other actions with respect to Leases. The Loan Agreement provides for and governs the method of disbursement of the sums evidenced by the Indebtedness, and contains various other agreements with respect to the mortgage and loan transaction. The lien of this Security Instrument on the Property secures the payment of all sums payable to Lender and the performance of all covenants, agreements, duties and obligations of the Borrower and any Guarantor under the terms and provisions of the Loan Agreement. Except as expressly contained herein or in the Loan Agreement, nothing herein or in the Loan Agreement shall obligate the Lender to develop, construct, equip or furnish any improvements on the Land or to pay for the construction, equipage or furnishing of any improvements. Except as provided by law, the Lender shall not be required to determine whether the mortgage proceeds disbursed to the Borrower are applied in accordance with the provisions of the Loan Agreement or any other document pertaining to the loan hereby secured. Should any provision or term of the Loan Agreement be in conflict with any term or provision of this Security Instrument, the terms and provisions of the Loan Agreement shall control.

ARTICLE II.

Assignment of Leases and Rents

2.1 Assignment. In order to provide a source of future payment of the Indebtedness, Borrower does hereby absolutely and unconditionally assign, transfer and set over to Lender the following:

(a) all rights, title, interests, estates, powers, privileges, options and other benefits of Borrower in, to and under the lease agreements which now or hereafter cover or affect all or any portion of the Property, together with all renewals, extensions, modifications, amendments, subleases and assignments of such lease agreements (**"Leases"**); and

(b) all of the rents, income, receipts, revenues, issues, profits and other sums of money ("**Rent**") that are now and/or at any time hereafter become due and payable to Borrower under the terms of the Leases or arising or issuing from or out of the Leases or from or out of the Property or any part thereof, including but not limited to minimum rents, additional rents, percentage rents, deficiency rents and liquidated damages following default, payments in consideration for cancellation of a Lease, security deposits (whether cash, one or more letters of credit, bonds or other form of security), advance rents, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property and all of Borrower's rights to recover monetary amounts from any lessee in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage claims arising out of lease defaults, including rejections, disaffirmances, repudiations, and similar actions, under the Federal Bankruptcy Code and other statutes governing the rights of creditors, including specifically the immediate and continuing right to collect and receive each and all of the foregoing; and

(c) any and all guaranties of payment of the Rent.

2.2 Application of Rent. Until receipt of written notice from Lender of the occurrence and continuance of an Event of Default under the Loan Agreement ("**Notice of Default**"), each lessee under the Leases may pay Rent directly to Borrower and Borrower shall have the right to receive such Rent provided that Borrower shall hold such Rent as a trust fund to be applied as required by Lender and Borrower hereby covenants so to apply the Rent, before using any part of the same for any other purposes, first, to the payment of taxes and assessments upon the Property before penalty or interest is due thereon; second, to the cost of insurance, maintenance and repairs required by the terms of this Security Instrument; third, to the satisfaction of all obligations specifically set forth in the Leases; and, fourth, to the payment of interest and principal becoming due on the Note and this Security Instrument. Upon receipt from Lender of a Notice of Default, each lessee under the Leases is hereby authorized and directed to pay directly to Lender all Rent thereafter accruing and the receipt of Rent by Lender shall be a release of such lessee to the extent of all amounts so paid. The receipt by a lessee under the Leases of a Notice of Default shall be sufficient authorization for such lessee to make all future payments of Rent directly to Lender and each such lessee shall be entitled to rely on such Notice of Default and shall have no liability to Borrower for any Rent paid to Lender after receipt of such Notice of Default. Rent so received by Lender for any period prior to foreclosure under this Security Instrument or acceptance of a deed in lieu of such foreclosure shall be applied by Lender to the payment (in such order as Lender shall determine) of: (a) (i) all expenses of managing the Property, including but not limited to the salaries, fees and wages of a managing agent and such other contractors and agents as Lender may deem necessary or desirable; (ii) all expenses of operating and maintaining the Property, including but not limited to all taxes, assessments, charges, claims, utility costs and premiums for insurance, and the cost of all alterations, renovations, repairs or replacements; and (iii) all expenses incident to taking and retaining possession of the Property and/or collecting the Rent due and payable under the Leases; and (b) the Note and other Indebtedness secured by this Security Instrument, principal, interest, reasonable attorneys' fees, legal expenses and collection fees and other amounts, in such order as Lender in its sole discretion may determine. In no event will the assignment in this Article II reduce the Indebtedness except to the extent, if any, that Rent is actually received by Lender and applied upon or after said receipt to the Indebtedness in accordance with the immediately

preceding sentence. Without impairing its rights hereunder, Lender may, at its option, at any time and from time to time, release to Borrower Rent so received by Lender or any part thereof. As between Borrower and Lender, and any person claiming through or under Borrower, other than any lessee under the Leases who has not received a Notice of Default pursuant to this Section, the assignment under this Article II is intended to be absolute, unconditional and presently effective and the provisions of this Section for notification of lessees under the Leases upon the occurrence of an Event of Default are intended solely for the benefit of each such lessee and shall never inure to the benefit of Borrower or any person claiming through or under Borrower, other than a lessee who has not received such notice. It shall never be necessary for Lender to institute legal proceedings of any kind whatsoever to enforce the provisions of this Section. Notwithstanding anything to the contrary contained in this paragraph, at such time as the Event of Default has been cured pursuant to the Loan Documents, if Lender has previously directed the lessees to pay Rent to Lender, Lender will direct the lessees to resume making payments of Rent to Borrower.

2.3 Collection of Rent. At any time during which Borrower is receiving Rent directly from lessees under the Leases, Borrower shall, upon receipt of written direction from Lender, make demand and/or sue for all Rent due and payable under one or more Leases, as directed by Lender, as it becomes due and payable, including Rent which is past due and unpaid. In the event Borrower fails to take such action, or at any time during which Borrower is not receiving Rent directly from lessees under the Leases, Lender shall have the right (but shall be under no duty) to demand, collect and sue for, in its own name or in the name of Borrower, all Rent due and payable under the Leases, as it becomes due and payable, including Rent which is past due and unpaid.

2.4 No Merger of Estates. Notwithstanding (a) the fact that any Lease or the leasehold estate created thereby may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate of the Property, (b) the operation of law or (c) any other event, the lessee's leasehold estate under such Lease shall not merge into the fee estate and the lessee shall remain obligated under such Lease as assigned by this Security Instrument

2.5 No Third Party Beneficiary. It is expressly agreed by the parties hereto that the assignment under this Article II shall not be construed or deemed made for the benefit of any third party or parties.

2.6 Release and Termination. The assignment contained in this Article II shall terminate upon the release of this Security Instrument but no lessee under the Leases shall be required to take notice of such termination until a copy of a release of this Security Instrument shall have been delivered to such lessee.

ARTICLE III.

Event of Default

3.1 Defaults. The term "**Event of Default**" as used in this Security Instrument shall have the same meaning as set forth in the Loan Agreement.

ARTICLE IV.

Remedies Upon Event of Default

4.1 Acceleration. During the continuance of an Event of Default, Lender shall have the option of declaring all Indebtedness in its entirety to be immediately due and payable, and the liens and security interests evidenced hereby shall be subject to foreclosure in any manner provided for herein or provided for by law as Lender may elect.

4.2 Possession. During the continuance of an Event of Default, Lender is authorized prior or subsequent to the institution of any foreclosure proceedings to enter upon the Property, or any part thereof, and to take possession of the Property and of all books, records and accounts relating thereto and to exercise without interference from Borrower any and all rights which Borrower has with respect to the management, possession, operation, protection or preservation of the Property, including the right to rent the same for the account of Borrower and to deduct from such Rents all reasonable costs, expenses and liabilities of every character incurred by Lender in collecting such Rents and in managing, operating, maintaining, protecting or preserving the Property and to apply the remainder of such Rents on the Indebtedness in such manner as Lender may elect. All such reasonable costs, expenses and liabilities incurred by Lender in collecting such Rents and in managing, operating, maintaining, protecting or preserving the Property, if not paid out of Rents as hereinabove provided, shall constitute a demand obligation owing by Borrower and shall bear interest from the date of expenditure until paid at the Default Rate, all of which shall constitute a portion of the Indebtedness. If necessary to obtain the possession provided for above, Lender may invoke any and all legal remedies to dispossess Borrower, including specifically one or more actions for forcible entry and detainer, trespass to try title and restitution.

4.3 Release and Indemnification. IN CONNECTION WITH ANY ACTION TAKEN BY LENDER PURSUANT TO SECTION 4.2 OR ARTICLE II, LENDER SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY BORROWER OR OTHER OBLIGOR RESULTING FROM ANY FAILURE TO LET THE PROPERTY, OR ANY PART THEREOF, OR FROM ANY OTHER ACT OR OMISSION OF LENDER IN MANAGING THE PROPERTY (REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF LENDER) UNLESS SUCH LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LENDER, NOR SHALL LENDER BE OBLIGATED TO PERFORM OR DISCHARGE ANY OBLIGATION, DUTY OR LIABILITY UNDER ANY LEASE COVERING THE PROPERTY OR ANY PART THEREOF OR UNDER OR BY REASON OF THIS SECURITY INSTRUMENT OR THE EXERCISE OF RIGHTS OR REMEDIES HEREUNDER. BORROWER SHALL AND DOES HEREBY AGREE TO INDEMNIFY LENDER FOR, AND TO DEFEND AND HOLD LENDER HARMLESS FROM, ANY AND ALL LIABILITY, LOSS OR DAMAGE WHICH MAY OR MIGHT BE INCURRED BY LENDER UNDER ANY SUCH LEASE OR UNDER OR BY REASON OF THIS SECURITY INSTRUMENT OR ANY OTHER LOAN DOCUMENT OR THE EXERCISE OF RIGHTS OR REMEDIES HEREUNDER AND FROM ANY AND ALL CLAIMS AND DEMANDS WHATSOEVER WHICH MAY BE ASSERTED AGAINST LENDER BY REASON OF ANY ALLEGED OBLIGATIONS OR UNDERTAKINGS ON ITS PART TO PERFORM OR DISCHARGE ANY OF THE TERMS, COVENANTS OR

AGREEMENTS CONTAINED IN ANY SUCH LEASE, REGARDLESS OF WHETHER SUCH LIABILITY, LOSS, DAMAGE, CLAIMS OR DEMANDS ARE THE RESULT OF THE NEGLIGENCE OR CLAIMS OF NEGLIGENCE OF LENDER OR ANY STRICT LIABILITY UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LENDER. Should Lender incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees and legal expenses, shall be secured hereby and Borrower shall reimburse Lender therefor immediately upon demand. Nothing in Section 4.2 or Article II shall impose any duty, obligation or responsibility upon Lender for the control, care, operation, management or repair of the Property, nor for the carrying out of any of the terms and conditions of any such Lease; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the lessees or by any other parties or for any dangerous or defective condition of the Property, or for any negligence of others in the operation, management, upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, licensee, employee or stranger or any strict liability. For purposes of this Section, the term "Lender" shall include the directors, officers, employees, attorneys and agents of Lender and any persons or entities owned or controlled by, owning or controlling, or under common control or affiliated with Lender. The foregoing releases and indemnities shall not terminate upon release or other termination of this Security Instrument.

4.4 Foreclosure. In addition to all other remedies available at law or in equity, during the continuance of an Event of Default, Lender may institute an action to foreclose this Security Instrument, or take such other action at law or in equity for the enforcement of this Security Instrument and realization on the mortgage security or any other security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the Indebtedness, with interest at the rate stipulated in the Note to the date of default, and thereafter at the Default Rate specified in the Note, together with all other sums due by Borrower in accordance with the provisions of the Loan Documents, and all sums which may have been advanced by Lender for taxes, water or sewer rents, charges or claims, payments or prior liens, insurance or repairs to the Property, all costs of suit at trial and appellate levels, together with interest at such rate on any judgment obtained by Lender from and after the date of any foreclosure sale until actual payment is made to Lender of the full amount due Lender, and reasonable attorney's fees at trial and appellate levels. Any Property sold pursuant to this Security Instrument or pursuant to any judicial proceedings under this Security Instrument or the Note may be sold in one parcel, as an entirety, or in such parcels and in such manner or order as Lender, in its sole discretion, may elect.

4.5 Receiver. In addition to all other remedies herein provided for, Borrower agrees that during the continuance of an Event of Default, Lender as a matter of right and without (a) prior notice to the Borrower or any other party, (b) a showing of insolvency of the Borrower, (c) a showing of fraud or mismanagement with respect to the Loan or the Property, or (d) the necessity of filing any proceeding other than a proceeding for appointment of a receiver, shall be entitled to the appointment of a receiver or receivers for the Property or any part thereof (including without limitation the Rents of the Property). Borrower, for itself and any subsequent owner or owners, irrevocably consents to such appointment. This section will not deprive Lender of any other right, remedy or privilege it may have under applicable law to have a receiver appointed for the Property. Additionally, during the pendency of a receivership for all or a portion of the Property, Borrower consents to any proceeding commenced by Lender which

seeks to enforce another right or remedy of Lender under the Loan Documents or applicable law, including without limitation, the commencement of a foreclosure of the Property. Any money advanced by Lender in connection with any such receivership will constitute a demand obligation owing by Borrower and shall bear interest from the date of expenditure until paid at the Default Rate, all of which shall constitute a portion of the Indebtedness. This section is made an express condition upon which the Loan is made.

4.6 Proceeds of Sale. The proceeds of any foreclosure sale of the liens evidenced hereby shall be applied:

FIRST, to the payment of all necessary costs and expenses incident to such foreclosure sale, including but not limited to all court costs and charges of every character in the event foreclosed by suit;

SECOND, to the payment in full of the Indebtedness (including specifically without limitation the principal, interest and attorneys' fees and legal expenses due and unpaid on the Note and the amounts due and unpaid and owed to Lender under this Security Instrument or any other Loan Document) in such order as Lender may elect; and

THIRD, the remainder, if any, shall be paid to Borrower or to such other party or parties as may be entitled thereto by law.

4.7 Lender as Purchaser. Lender shall have the right to become the purchaser at any foreclosure sale, and Lender shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the Indebtedness owing to Lender, or if Lender holds less than all of the Indebtedness the pro rata part thereof owing to Lender, accounting to all other lenders not joining in such bid in cash for the portion of such bid or bids apportionable to such non-bidding lender or lenders.

4.8 Uniform Commercial Code. During the continuance of an Event of Default, Lender may exercise its rights of enforcement with respect to the Collateral under the Florida Uniform Commercial Code as enacted in the State and as the same may be amended from time to time, and in conjunction with, in addition to or in substitution for those rights and remedies:

(a) Lender may enter upon the Property to take possession of, assemble and collect the Collateral or to render it unusable;

(b) Lender may require Borrower to assemble the Collateral and make it available at a place Lender designates which is mutually convenient to allow Lender to take possession or dispose of the Collateral;

(c) written notice mailed to Borrower as provided herein ten (10) days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice;

(d) any sale made pursuant to the provisions of this Section shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale of the Real Property under power of sale as provided herein

upon giving the same notice with respect to the sale of the Collateral hereunder as is required for such sale of the Real Property under power of sale;

(e) in the event of a foreclosure sale, the Collateral and the Real Property may, at the option of Lender, be sold as a whole;

(f) it shall not be necessary that Lender take possession of the Collateral or any part thereof prior to the time that any sale pursuant to the provisions of this Section is conducted and it shall not be necessary that the Collateral or any part thereof be present at the location of such sale;

(g) prior to application of proceeds of disposition of the Collateral to the Indebtedness, such proceeds shall be applied to the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the attorneys' fees and legal expenses incurred by Lender;

(h) any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of the Indebtedness or as to the occurrence of any Event of Default, or as to Lender having declared all of the Indebtedness to be due and payable, or as to notice of time, place and terms of sale and of the properties to be sold having been duly given, or as to any other act or thing having been duly done by Lender, shall be taken as prima facie evidence of the truth of the facts so stated and recited; and

(i) Lender may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Lender, including the sending of notices and the conduct of the sale, but in the name and on behalf of Lender.

4.9 Remedies Cumulative. All remedies herein expressly provided for are cumulative of any and all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any other instrument securing the payment of the Indebtedness, or any part thereof, or otherwise benefiting Lender, and Lender shall, in addition to the remedies herein provided, be entitled to avail itself of all such other remedies as may now or hereafter exist at law or in equity for the collection of the Indebtedness and the enforcement of the covenants herein and the foreclosure of the liens and security interests evidenced hereby, and the resort to any remedy provided for hereunder or under any such other instrument or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies. Upon the occurrence of any Event of Default, breach or failure to perform which is not cured within any applicable curative period, as aforesaid, in addition to all rights, remedies contained herein Lender shall have the rights and remedies provided for in Florida Statutes §697.07, as amended from time to time.

4.10 Resort to Any Security. Lender may resort to any security given by this Security Instrument or to any other security now existing or hereafter given to secure the payment of the Indebtedness, in whole or in part, and in such portions and in such order as may seem best to Lender in its sole and uncontrolled discretion, and any such action shall not in anywise be

considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Security Instrument.

4.11 Waiver. To the full extent Borrower may do so, Borrower agrees that Borrower will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force pertaining to the rights and remedies of sureties, and Borrower, for Borrower and Borrower's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of valuation, appraisement, stay of execution, notice of intention to mature or declare due the whole of the Indebtedness, notice of election to mature or declare due the whole of the Indebtedness and all rights to a marshaling of the assets of Borrower, including the Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and security interests hereby created. Borrower shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents or other matters whatever to defeat, reduce or affect the right of Lender under the terms of this Security Instrument to a sale of the Property for the collection of the Indebtedness without any prior or different resort for collection, or the right of Lender under the terms of this Security Instrument to the payment of the Indebtedness out of the proceeds of sale of the Property in preference to every other claimant whatever. If any law referred to in this Section and now in force, of which Borrower or Borrower's heirs, devisees, representatives, successors and assigns and such other persons claiming any interest in the Property might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section.

4.12 Delivery of Possession After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale Borrower or Borrower's heirs, devisees, representatives, successors or assigns or any other persons claiming any interest in the Property by, through or under Borrower are occupying or using the Property, or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale. Subject to the terms of any applicable non-disturbance and/or attornment agreement between Lender and any lessee(s) of the Property, such tenancy shall be a tenancy from day-to-day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the portion of the Property occupied, such rental to be due daily to the purchaser. In the event the tenant fails to surrender possession of the portion of the Property upon demand, the purchaser shall be entitled to institute and maintain an action for forcible entry and detainer of the Property in the court of competent jurisdiction where the Property, or any part thereof, is situated.

4.13 Tender After Acceleration. If, following the occurrence of an Event of Default and the acceleration of the Indebtedness but prior to the foreclosure of this Security Instrument against the Property, Borrower shall tender to Lender payment of an amount sufficient to pay the entire Indebtedness, such tender shall be deemed to be a voluntary prepayment under the Note.

4.14 Collection Expenses. Upon the occurrence and continuance of an Event of Default, Borrower shall reimburse Lender for all expenses incurred by Lender as a result of such Event of Default, including, but not limited to, all travel costs, third-party appraisal fees,

environmental report preparation and testing fees, architectural and engineering expenses, and attorneys' fees and legal expenses.

ARTICLE V.

Miscellaneous

5.1 Post-Closing Deliveries. Borrower acknowledges that it is responsible to ensure that Lender receives all Post-Closing Deliveries (as defined below) in a timely manner following closing, and in no event later than forty-five (45) days following the date hereof (the "Deadline"). As used herein, the term "Post-Closing Deliveries" means (i) an original of this Mortgage, each assignment of leases and any other loan document to be recorded in the Public Records of the County in which the collateral securing the Loan is located, each of which shall have been duly and properly recorded with all exhibits and schedules attached, (ii) the original loan title insurance policy (or endorsement, as applicable) in the form required to be issued pursuant to the marked-up title commitment received by the Lender at Closing, and (iii) any other item required to be provided to Lender on a post-closing basis; provided, however, that the Deadline for any item pursuant to this clause (iii) shall be the date such item is required to be delivered pursuant to the Loan Documents, and in absence of any express deadline, forty-five (45) days after the date hereof. Notwithstanding the foregoing, if Lender's legal counsel for the Loan is also acting as title and closing agent in connection with this Loan, the term Post-Closing Deliveries shall not include the items described in clauses (i) and (ii). If any of the Post-Closing Deliveries are not timely delivered, Borrower shall promptly pay to Lender, as an administrative charge, the sum of $300.00 per item. In addition, Borrower shall promptly pay to Lender an additional administrative charge of $300.00 per item for each full month during which such item remains undelivered. Borrower acknowledges that Lender will incur additional expenses as a result of any such late deliveries, which expenses would be impracticable to quantify, and that Borrower's payments under this Paragraph are a reasonable estimate of such expenses.

5.2 Defeasance. If all of the Indebtedness is paid in full and payable and if all of the covenants, warranties, undertakings and agreements made in this Security Instrument are kept and performed, then and in that event only, all rights under this Security Instrument shall terminate and the Property shall become wholly clear of the liens, security interests, conveyances and assignments evidenced hereby, which shall be released by Lender in due form at Borrower's cost.

5.3 No Homestead or Agricultural Use. No portion of the Property is being used as Borrower's business or residential homestead. No portion of the Property is being used for agricultural purposes.

5.4 Protection and Defense of Lien. If the validity or priority of this Security Instrument or of any rights, titles, liens or security interests created or evidenced by any Loan Document with respect to the Property or any part thereof shall be endangered or questioned or shall be attacked directly or indirectly or if any legal proceedings are instituted against Borrower with respect thereto, Borrower will give prompt written notice thereof to Lender and at Borrower's own cost and expense will diligently endeavor to cure any defect that may be developed or claimed, and will take all necessary and proper steps for the defense of such legal

proceedings, including but not limited to the employment of counsel, the prosecution or defense of litigation and the release or discharge of all adverse claims, and Lender (whether or not named as a party to legal proceedings with respect thereto) is hereby authorized and empowered to take such additional steps as in its judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of the Loan Documents and the rights, titles, liens and security interests created or evidenced thereby, including but not limited to the employment of counsel, the prosecution or defense of litigation, the compromise or discharge of any adverse claims made with respect to the Property, the purchase of any tax title and the removal of prior liens or security interests (including but not limited to the payment of debts as they mature or the payment in full of matured or nonmatured debts, which are secured by these prior liens or security interests), and all expenses so incurred of every kind and character shall be a demand obligation owing by Borrower and the party incurring such expenses shall be subrogated to all rights of the person receiving such payment.

5.5 Notification of Account Debtors. Lender may at any time after an Event of Default by Borrower notify the account debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness included in the Collateral to pay Lender directly.

5.6 Authorization to File Financing Statement. Borrower hereby irrevocably authorizes Lender at any time and from time to time to file, without the signature of Borrower, in any jurisdiction any amendments to existing financing statements and any initial financing statements and amendments thereto that (a) indicate the Property (i) as "all assets of Borrower and all proceeds thereof, and all rights and privileges with respect thereto" or words of similar effect, regardless of whether any particular asset comprised in the Property falls within the scope of Article/Chapter 9 of the Uniform Commercial Code, or (ii) as being of an equal or lesser scope or with greater detail; (b) contain any other information required by subchapter E of Article/Chapter 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Borrower is an organization, the type of organization and any organization identification number issued to Borrower; and (c) are necessary to properly effectuate the transactions described in the Loan Documents, as determined by Lender in its discretion. Borrower agrees to furnish any such information to Lender promptly upon request. Borrower further agrees that a carbon, photographic or other reproduction of this Security Instrument or any financing statement describing any Property is sufficient as a financing statement and may be filed in any jurisdiction by Lender.

5.7 Fixture Filing. This Security Instrument shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property and is to be filed for record in the real estate records in the Office of the County Recorder where the Property (including said fixtures) is situated. This Security Instrument shall also be effective as a financing statement covering as-extracted collateral and is to be filed for record in the real estate records of the county where the Property is situated. The mailing address of Borrower and the address of Lender from which information concerning the security interest may be obtained are the addresses of Borrower and Lender set forth on the first page of this Security Instrument.

5.8 Filing and Recordation. Borrower will cause this Security Instrument and all amendments and supplements hereto and substitutions for this Security Instrument and all financing statements and continuation statements relating hereto to be recorded, filed, re-recorded and refiled in such manner and in such places as Lender shall reasonably request, and will pay all such recording, filing, re-recording and refiling taxes, fees and other charges.

5.9 Dealing with Successor. In the event the ownership of the Property or any part thereof becomes vested in a person other than Borrower, Lender may, without notice to Borrower, deal with such successor or successors in interest with reference to this Security Instrument and to the Indebtedness in the same manner as with Borrower, without in any way vitiating or discharging Borrower's liability hereunder or for the payment of the Indebtedness. No sale of the Property, no forbearance on the part of Lender and no extension of the time for the payment of the Indebtedness given by Lender shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Borrower hereunder or for the payment of the Indebtedness or the liability of any other person hereunder or for the payment of the Indebtedness, except as agreed to in writing by Lender.

5.10 Place of Payment. The Indebtedness which may be owing hereunder at any time by Borrower shall be payable at the place designated in the Note, or if no such designation is made, at the office of Lender at the address indicated in this Security Instrument, or at such other place in Miami-Dade County, Florida as Lender may designate in writing.

5.11 Subrogation. To the extent that proceeds of the Note are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Property, such proceeds have been advanced by Lender at Borrower's request and Lender shall be subrogated to any and all rights, security interests and liens owned or held by any owner or holder of such outstanding liens, security interests, charges or encumbrances, irrespective of whether said liens, security interests, charges or encumbrances are released; provided, however that the terms and provisions of this Security Instrument shall govern the rights and remedies of Lender and shall supersede the terms, provisions, rights and remedies under and pursuant to the instruments creating the lien or liens to which Lender is subrogated hereunder.

5.12 Application of Indebtedness. If any part of the Indebtedness cannot be lawfully secured by this Security Instrument or if any part of the Property cannot be lawfully subject to the lien and security interest hereof to the full extent of such Indebtedness or if the lien and security interest of the Indebtedness of this Security Instrument are invalid or unenforceable as to any part of the Indebtedness or as to any part of the Property, then all payments made on the Indebtedness, whether voluntary or under foreclosure or other enforcement action or procedure, shall be applied on said Indebtedness first in discharge of that portion thereof which is unsecured in whole or in part by this Security Instrument.

5.13 Notice. Any notice or communication required or permitted hereunder shall be given in accordance with the provisions of the Loan Agreement.

5.14 Successors, Substitutes and Assigns. The terms, provisions, covenants and conditions hereof shall be binding upon Borrower, and the successors and assigns of Borrower including all successors in interest of Borrower in and to all or any part of the Property, and shall

inure to the benefit of Lender and its successors, substitutes and assigns and shall constitute covenants running with the land. All references in this Security Instrument to Borrower or Lender shall be deemed to include all such successors, substitutes and assigns.

5.15 Severability. A determination that any provision of this Security Instrument is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the application of any provision of this Security Instrument to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

5.16 Gender and Number. Within this Security Instrument, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, and words in the plural number shall be held and construed to include the singular, unless in each instance the context otherwise requires.

5.17 Time of the essence. Time is of the essence of this Security Instrument and no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the Note secured hereby.

5.18 Counterparts. This Security Instrument may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

5.19 Joint and Several. If Borrower is comprised of more than one entity, the term "Borrower" as used in this Security Instrument means all or either or any of such entities and the obligations of Borrower hereunder shall be joint and several.

5.20 Headings. The Section headings contained in this Security Instrument are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several Sections hereof.

5.21 Entire Agreement. The Loan Documents constitute the entire understanding and agreement between Borrower and Lender with respect to the transactions arising in connection with the Indebtedness and supersede all prior written or oral understandings and agreements between Borrower and Lender with respect thereto. Borrower hereby acknowledges that, except as incorporated in writing in the Loan Documents, there are not, and were not, and no persons are or were authorized by Lender to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of the Loan Documents.

5.22 Inconsistencies with Loan Agreement. In the event of any inconsistency between this Security Instrument and the Loan Agreement, the terms hereof shall control as necessary to create, preserve and/or maintain a valid lien and security interest upon the Property, otherwise the provisions of the Loan Agreement shall control.

5.23 Applicable Law. THIS SECURITY INSTRUMENT WAS NEGOTIATED IN THE STATE OF FLORIDA, ACCEPTED BY LENDER IN THE STATE OF FLORIDA, AND

THE PROCEEDS OF THE LOAN EVIDENCED HEREBY WERE OR ARE TO BE DISBURSED BY LENDER FROM THE STATE OF FLORIDA. BORROWER AND LENDER AGREE THAT THE STATE OF FLORIDA HAS A SUBSTANTIAL RELATIONSHIP TO THE TRANSACTION EVIDENCED HEREBY AND AGREE THAT THIS SECURITY INSTRUMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA (WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW); EXCEPT THAT AT ALL TIMES (I) THE PROVISIONS FOR THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT TO THIS SECURITY INSTRUMENT AND ANY OTHER LOAN DOCUMENTS WITH RESPECT TO THE LOAN (OTHER THAN THAT DESCRIBED IN SUBPARAGRAPH II BELOW) SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF STATE IN WHICH THE PROJECT IS LOCATED AND (II) WITH RESPECT TO THE PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED BY THIS SECURITY INSTRUMENT AND ANY OTHER LOAN DOCUMENTS IN PROPERTY WHOSE PERFECTION AND PRIORITY IS COVERED BY ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE, THE LAW OF THE JURISDICTION APPLICABLE IN ACCORDANCE WITH SECTIONS 9-301 THROUGH 9-307 OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE STATE OF FLORIDA SHALL GOVERN TO THE FULLEST EXTENT PERMITTED BY LAW [AND (III) THE CONDOMINIUM ACT SHALL APPLY]. BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS SECURITY INSTRUMENT, THE NOTE AND THE OTHER LOAN DOCUMENTS, AND THIS SECURITY INSTRUMENT, THE NOTE AND THE OTHER LOAN DOCUMENTS EXCEPT AS SET FORTH ABOVE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

5.24 Consent to Jurisdiction. WITH RESPECT TO ANY LEGAL OR EQUITABLE SUIT, ACTION, CLAIM OR PROCEEDING ARISING HEREUNDER OR UNDER THE OTHER LOAN DOCUMENTS, BORROWER (I) IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT LOCATED IN MIAMI, FLORIDA, (II) AGREES THAT ALL SUCH SUITS, ACTIONS, CLAIMS OR PROCEEDINGS MAY BE HEARD AND DETERMINED IN SUCH FEDERAL COURT AND (III) IRREVOCABLY WAIVES ANY (A) OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY SUIT, ACTION, CLAIM OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY INSTRUMENT OR ANY OTHER LOAN DOCUMENT BROUGHT IN ANY SUCH COURT AND (B) ANY CLAIM THAT ANY SUCH SUIT, ACTION, CLAIM OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

5.25 Waiver of Jury Trial; Judicial Procedural Matters. **BORROWER AND LENDER HEREBY WAIVE ITS/HIS/HER RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM, CAUSE OF ACTION, DEFENSE, COUNTERCLAIM, AND THIRD PARTY ACTION BASED UPON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LOAN AND THIS MORTGAGE OR WITH THE**

TRANSACTIONS AND OTHER DOCUMENTS CONTEMPLATED HEREBY AND/OR EXECUTED BETWEEN AND AMONGST THE PARTIES. THIS WAIVER APPLIES IN THE EVENT ANY THIRD PARTIES INSTITUTE, JOIN, OR DEFEND ANY LITIGATION. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE IN ANY WAY TO THIS AGREEMENT AND/OR TO THE PARTIES' INTERACTIONS, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, CLAIMS BASED UPON STATEMENTS (WHETHER ORAL OR WRITTEN), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW, STATUTORY, AND OTHER CLAIMS AND/OR DEFENSES, COUNTERCLAIMS, AND THIRD PARTY ACTIONS. THE PARTIES FURTHER REPRESENT AND WARRANT THAT THEY HAVE HAD THE OPPORTUNITY TO REVIEW THIS WAIVER WITH THEIR RESPECTIVE LEGAL COUNSEL, AND THAT THEY KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE THEIR JURY TRIAL RIGHTS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BORROWER'S EXECUTION OF THIS MORTGAGE AND LENDER'S EXTENSION OF CREDIT TO BORROWER. THE PARTIES EXPRESSLY AGREE THAT NO PARTY OR ENTITY HAS REPRESENTED THAT THIS JURY TRIAL WAIVER WILL NOT BE ENFORCED.

[Balance of page intentionally left blank]

SIGNATURE PAGE OF BORROWER TO
MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING

IN WITNESS WHEREOF, Borrower has executed this Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing as of the date first set forth above.

Signed, sealed and delivered and in the presence of:

Name: Elena Aidova

Name: Robert C. Nowak

BAYIT INVESTMENTS, LLC,
a Florida limited liability company

By: _____
Jonathan Fish, Managing Member

Address: 3883 Pembroke Road
Hollywood, Florida 33021

THE STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 10th day of November, 2016, by Jonathan Fish, as Managing Member of BAYIT INVESTMENTS, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced Florida ID as identification.

ELENA AIDOVA
MY COMMISSION # FF 206528
EXPIRES: March 16, 2019
Bonded Thru Notary Public Underwriters

Printed Name: Elena Aidova
Notary Public, State of. _____
Commission Expires _____
Serial Number: _____

#48517038_v3

EXHIBIT A

The Land

PARCEL 1
Lots 7, 8, 9, 10, and 11, Block 281, according to the Plat thereof, as recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida; said lands now situate, lying and being in Broward County, Florida.

PARCEL 2
Lots 12, 13, 14, 15, and 16, Block 281, according to the Plat thereof, as recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida; said lands now situate, lying and being in Broward County, Florida.

PARCEL 3
Lots 17, 18, 19, and 20, Block 281, according to the Plat thereof, as recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida; said lands now situate, lying and being in Broward County, Florida.

PARCEL 4
Lots 21, 22, 23, and 24, Block 281, according to the Plat thereof, as recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida; said lands now situate, lying and being in Broward County, Florida.

PROMISSORY NOTE

$2,025,000.00 ("Loan") November 10, 2016
Loan No. 252500478663

FOR VALUE RECEIVED, the undersigned, BAYIT INVESTMENTS, LLC, a Florida limited liability company ("Borrower"), hereby promises to pay to the order of Ocean Bank, a Florida banking corporation ("Lender"), which shall also include each successor or assign who becomes the holder of this Note), the principal sum of Two Million Twenty Five Thousand and No/100 Dollars ($2,025,000.00), with interest on the unpaid balance thereof from date of advancement until maturity at the rate or rates hereinafter provided, both principal and interest payable as hereinafter provided in lawful money of the United States of America at the offices of Ocean Bank, 780 N.W. 42nd Ave, Miami, FL 33126, Attn: Commercial Real Estate, or at such other place as from time to time may be designated by Lender. "Principal" means that portion of the principal balance of the Loan evidenced hereby as is from time to time outstanding.

Capitalized terms not otherwise defined in this Promissory Note ("Note") below shall have the same meaning as set forth in the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing of even date herewith from Borrower in favor of Lender ("Mortgage") or in any Loan Agreement between Borrower and Lender ("Loan Agreement"), as the case may be.

1. Interest

1.1 *Interest Rate.* The Principal shall bear interest from the date hereof until paid in full at the interest rate applicable to the Loan, as adjusted from time to time ("Applicable Rate"). The initial Applicable Rate shall be four and one quarter of one percent (4.25%) per annum. On each Adjustment Date (defined below), the Applicable Rate shall be recalculated by Lender to a fixed interest rate which is the sum calculated as follows: (a) the "Prime Rate" as published in The Wall Street Journal's "Money Rates" table for that day ("WSJ Prime Rate"); plus (b) one percent (1%). If multiple WSJ Prime Rates are quoted in such table, then the highest WSJ Prime Rate quoted therein shall be the rate used for part (a) of this interest rate adjustment calculation. In the event that a Prime Rate is no longer published in The Wall Street Journal's "Money Rates" table, then Lender will choose a substitute index rate to use for the above part (a) of the interest rate adjustment calculation, which substitute index rate shall be based on comparable information to the WSJ Prime Rate. The initial Applicable Rate and each adjusted Applicable Rate may not be the lowest rate of interest that Lender charges its customers other than Borrower.

1.2 *Rate Adjustments.* The Applicable Rate shall be adjusted on November 10, 2021 ("First Adjustment Date") and on November 10, 2026 ("Second Adjustment Date") (each of the First Adjustment Date and the Second Adjustment Date, as applicable shall be sometimes referred to as an "Adjustment Date"). The initial Applicable Rate and each adjusted Applicable Rate may not be the lowest rate of interest that Lender charges its customers other than Borrower.

1.3 *Floor Rate.* In no event shall the Applicable Rate at any time be less than four and one quarter of one percent (4.25%) per annum ("Floor Rate"). If, at any time, the Applicable Rate would be less than the Floor Rate, whether as a result of a calculated interest rate

adjustment or otherwise, the interest rate shall be increased to the Floor Rate which shall then be the Applicable Rate until the next Adjustment Date.

1.4 *Default Rate.* From and after the Maturity Date, and from and after ten (10) calendar days following the occurrence and during the continuance of an Event of Default hereunder, irrespective of any declaration of maturity, all amounts remaining unpaid or thereafter accruing hereunder, shall, at Lender's option, to the extent permitted by applicable law, bear interest up to the maximum per annum interest rate of either: (i) 17.5%, for loans up to $500,000; or (ii) 24.5%, for loans over $500,000 ("Default Rate").

1.5 *Maximum Rate.* Notwithstanding anything to the contrary contained in this Note, the maximum interest rate Lender shall charge Borrower shall be no greater than the maximum interest rate per annum under applicable law in effect from time to time, including without limitation, the applicable usury laws and the Section of this Note entitled "Usury" ("Maximum Rate"). If, at any time, the Applicable Rate exceeds the Maximum Rate, the rate of interest payable under this Note shall be limited to the Maximum Rate, but any subsequent reductions in the Applicable Rate, as the case may be, shall not reduce the Applicable Rate below the Maximum Rate until the total amount of interest accrued on this Note equals the total amount of interest which would have accrued at the Applicable Rate if the Applicable Rate had at all times been in effect. The term "applicable law" as used in this Note shall mean the laws of the State of Florida or the laws of the United States, whichever laws allow the greater rate of interest, as such laws now exist or may be changed or amended or come into effect in the future.

2. **Payment of Principal and Interest.**

2.1 *Payments.* Interest on the Principal shall be payable monthly in arrears as it accrues until the earlier of the date this Note is repaid in full or the Maturity Date (defined below). Borrower shall make certain payments to Lender, as follows:

2.1.1 Commencing on December 10, 2016, and continuing on the 10th day of each month thereafter (each a "Payment Date"), Borrower shall make equal monthly payments of principal and interest in the amount of 11,039.38, each based on the Applicable Rate and an assumed amortization period of twenty five (25) years ("Amortization Period");

2.1.2 Commencing on the first Payment Date following the First Adjustment Date and continuing on each Payment Date thereafter until the Payment Date immediately preceding the Second Adjustment Date, the amount of each required monthly payment of principal and interest shall be reset and adjusted by Lender based upon the Applicable Rate as of the First Adjustment Date and based on the years remaining in the Amortization Period;

2.1.3 Commencing on the first Payment Date following the Second Adjustment Date and continuing on each Payment date thereafter until the Payment Date immediately preceding the Maturity Date, the amount of each required monthly payment of principal and interest shall be reset and adjusted by Lender based upon the Applicable Rate as of the Second Adjustment Date and based on the years remaining in the Amortization Period;

2.1.4 All outstanding Principal, any accrued but unpaid interest thereon, and any other sums due Lender under the Loan and the Loan Documents shall be due and payable on November 10, 2031 ("Maturity Date").

2.2 *Interest Calculation.* Interest shall be calculated for the actual number of days which have elapsed on the basis of a three hundred sixty (360) day year consisting of twelve (12) months of thirty (30) days each (i.e., 30/360 Basis) and shall be payable in arrears.

2.3 *Tax and Insurance Escrow.* If required pursuant to the Loan Agreement, in addition to principal and interest payments due hereunder, Borrower shall pay Lender on each Payment Date, a sum equal to one-twelfth ($1/12^{th}$) of the annual amounts payable for the real estate taxes required per the terms of the Mortgage, said monthly sum to be estimated solely by the Lender and calculated to be an amount not less than the real estate taxes paid the previous year, which monthly payments shall be deposited in an account with Lender in accordance with Loan Agreement.

2.4 *Receipt of Payments.* Borrower shall make each payment which it owes hereunder not later than 1:00 PM (Miami, Florida time), on the date such payment becomes due and payable (or the date any voluntary prepayment is made), in immediately available funds. Any payment received by Lender after such time will be deemed to have been made on the next following Business Day. "Business Day" means a day, other than a Saturday or Sunday, or state (Florida only) or federal legal holiday.

2.5 *Application of Payments.* Until such time as an Event of Default has occurred and after such time as such Event of Default has been cured, all payments received under this Note shall be applied: (i) to any unpaid costs of collection or any other sums due Lender under the Loan Documents other than unpaid interest or the Principal; (ii) to accrued but unpaid interest on the Principal; and (iii) the Principal. After the occurrence and during the continuance of an Event of Default, all payments shall be applied in any order determined by Lender in its sole discretion.

2.6 *Prohibitions.* Borrower agrees not to send payments to Lender marked "paid in full," "without recourse," or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amounts owed or that may become due to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to the address set forth hereinabove.

2.7 Event of Default. Each of the following shall constitute an event of default hereunder ("Event of Default"): (i) the failure of Borrower to pay any amount of principal or interest hereunder when due and payable; or (ii) the occurrence of any other default in any term, covenant or condition hereunder; or (iii) the occurrence of any event of default under the Mortgage, the Loan Agreement, or any other Loan Document not cured prior to the expiration of any applicable grace or cure period. During the continuance of an Event of Default, Lender shall have the option of declaring all outstanding Principal, any accrued but unpaid interest thereon, and any other sums due Lender under the Loan and the Loan Documents to be immediately due and payable.

3. **Prepayment**. Borrower shall have the right to prepay the Loan, in whole or in part, subject to the following conditions:

3.1 written notice thereof is given to Lender in accordance with the provisions of the Loan Agreement at least thirty (30) days prior to the date of prepayment;

3.2 such prepayment is accompanied by all accrued interest on the amount prepaid, including interest which has accrued at the Default Rate, any prepayment premium required under the Loan Agreement and other sums that may be payable hereunder to the date; and

3.3 any prepayment (other than one resulting from a Bona Fide Sale) shall be subject to a prepayment fee equal to one percent (1%) of the amount then being repaid for the life of the Loan.

All prepayments on this Note shall be applied, to the extent thereof, to accrued but unpaid interest on the amount prepaid, to the remaining principal installments, and any other sums due and unpaid to Lender under the Loan Documents, in such manner and order as Lender may elect in its discretion, including but not limited to application to principal installments in inverse order of maturity. No portion of principal repaid may be re-advanced.

As used herein, the term "Bona Fide Sale" means a bona fide sale of the Property to a third party who is unrelated to the Borrower for fair market value, which Bona Fide Sale results in the Loan being repaid.

4. **Security**. This Note is secured, inter alia, by the Mortgage evidencing a lien on certain real property more particularly described therein, and evidencing a security interest in certain personal property described therein, and an assignment of any leases and rents described therein, to which Mortgage reference is here made for a description of the property and leases covered thereby and the nature and extent of the security and the rights and powers of Lender in respect of such security.

5. **Usury**. Nothing herein contained, nor any transaction related thereto, shall be construed or so operate as to require Borrower or any person liable for the repayment of same, to pay interest in an amount or at a rate greater than the Maximum Rate. Should any interest or other charges paid by Borrower, or any parties liable for the payment of the Loan, result in the computation or earning of interest in excess of the Maximum Rate while said interest is being earned, then any and all of such excess shall be and is waived by Lender, and all such excess shall be automatically credited against and in reduction of the Principal, and any portion of the excess that exceeds the Principal shall be paid by Lender to Borrower or any parties liable for the payment of the Loan so that under no circumstances shall the Borrower, or any parties liable for the payment of the Loan, be required to pay interest in excess of the Maximum Rate.

6. **Waivers**. Borrower and all endorsers, guarantors and sureties of this Note and all other persons liable or to become liable on this Note severally waive all claims and liabilities concerning the calculation or manipulation of any variable interest rate together with any and all notices concerning presentment for payment, demand, dishonor, nonpayment, intention to accelerate the maturity, protest together with Lender's actions or inactions concerning its diligence in collecting and the bringing of suit against any other party, and agree to all renewals, extensions, modifications, partial payments, releases or substitutions of security, in whole or in part, with or without notice, before or after maturity. Borrower agrees that makers, endorsers, guarantors and sureties may be added or released without notice and without affecting Borrower's liability hereunder. The liability of Borrower shall not be affected by the failure of Lender to perfect or otherwise obtain or maintain the priority or validity of any security interest in any collateral. The liability of Borrower shall be absolute and unconditional and without regard to the liability of any other party hereto.

7. **TIME OF THE ESSENCE**. TIME IS OF THE ESSENCE OF EACH OBLIGATION OF BORROWER HEREUNDER.

8. **General Provisions**.

8.1 **Integration**. This Note and the other Loan Documents constitute the sole agreement of the parties with respect to the transaction contemplated hereby and supersede all oral negotiations and prior writings with respect thereto.

8.2 **Partial Invalidity**. The invalidity or unenforceability of any one or more provisions of this Note shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

8.3 **Binding Effect**. The covenants, conditions, waivers, releases and agreements contained in this Note shall bind, and the benefits thereof shall inure to, the parties hereto and their respective heirs, executors, administrators, successors and assigns; provided, however, that this Note cannot be assigned by Borrower without the prior written consent of Lender, and any such assignment or attempted assignment by Borrower shall be void and of no effect with respect to Lender. Each party to this Note and the legal counsel to each party have participated in the drafting of this Note, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Note.

8.4 **Modifications**. This Note may not be supplemented, extended, modified or terminated except by an agreement in writing signed by the party against whom enforcement of any such waiver, change, modification or discharge is sought.

8.5 **Inconsistency**. In the event of any inconsistency between the terms and conditions of this Note and any Loan Agreement, the terms and conditions of the Loan Agreement shall control.

8.6 **Joint and Several Liabilities**. If Borrower consists of more than one person or entity, the word "Borrower" shall mean each of them and the obligations and liabilities of each Borrower under this Note shall be joint and several and shall be binding upon and enforceable against each Borrower and their respective successors and assigns.

8.7 **Continuing Enforcement**. If, after receipt of any payment of all or any part of this Note, Lender is compelled or agreed, for settlement purposes, to surrender such payment to any person or entity for any reason (including, without limitation, a determination that such payment is void or voidable as a preference or fraudulent conveyance, an impermissible setoff, or a diversion of trust funds), then this Note and the other Loan Documents shall continue in full force and effect or be reinstated, as the case may be, and Borrower shall be liable for, and shall indemnify, defend and hold harmless Lender with respect to, the full amount so surrendered. The provisions of this Section shall survive the cancellation or termination of this Note and shall remain effective notwithstanding the payment of the obligations evidenced hereby, the release of any security interest, lien or encumbrance securing this Note or any other action which Lender may have taken in reliance upon its receipt of such payment. Any cancellation, release or other such action shall be deemed to have been conditioned upon any payment of the obligations evidenced hereby having become final and irrevocable.

8.8 **Documentary Stamp Taxes**. Borrower represents and warrants to Lender that Florida Intangible Personal Property Tax due on the Mortgage and the Documentary Stamp Tax due on this Note have been paid on the Mortgage securing payment of this Note upon the recording in the Public Records of Broward County, Florida.

8.9 **Applicable Law**. This Note was negotiated in the State of Florida, accepted by Lender in the State of Florida, and the proceeds of the loan evidenced hereby were or are to be disbursed by lender from the State of Florida. Borrower and Lender agree that the State of Florida has a substantial relationship to the Loan evidenced hereby and agree that this Note and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida. Borrower hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs this Note and the other Loan Documents, and this Note and the other Loan Documents shall be governed by and construed in accordance with the laws of the State of Florida.

8.10 **Consent to Jurisdiction**. With respect to any legal or equitable suit, action, claim or proceeding arising hereunder or under the other Loan Documents, Borrower (i) irrevocably submits to the nonexclusive jurisdiction of the United States District Court located in Miami, Florida, (ii) agrees that all such suits, actions, claims or proceedings may be heard and determined in such federal court and (iii) irrevocably waives any (A) objection which it may have at any time to the laying of venue of any suit, action, claim or proceeding arising out of or relating to this note or any other loan document brought in any such court and (B) any claim that any such suit, action, claim or proceeding brought in any such court has been brought in an inconvenient forum.

9. **Waiver of Jury Trial. EACH OF BORROWER (BY ITS EXECUTION HEREOF) AND LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY WAIVES ITS/HIS/HER RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM, CAUSE OF ACTION, DEFENSE, COUNTERCLAIM, AND THIRD PARTY ACTION BASED UPON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LOAN AND THIS NOTE OR WITH THE TRANSACTIONS AND OTHER DOCUMENTS CONTEMPLATED HEREBY AND/OR EXECUTED BETWEEN AND AMONGST THE PARTIES. THIS WAIVER APPLIES IN THE EVENT ANY THIRD PARTIES INSTITUTE, JOIN, OR DEFEND ANY LITIGATION. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE IN ANY WAY TO THIS NOTE AND/OR TO THE PARTIES' INTERACTIONS, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, CLAIMS BASED UPON STATEMENTS (WHETHER ORAL OR WRITTEN), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW, STATUTORY, AND OTHER CLAIMS AND/OR DEFENSES, COUNTERCLAIMS, AND THIRD PARTY ACTIONS. THE PARTIES FURTHER REPRESENT AND WARRANT THAT THEY HAVE HAD THE OPPORTUNITY TO REVIEW THIS WAIVER WITH THEIR RESPECTIVE LEGAL COUNSEL, AND THAT THEY KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE THEIR JURY TRIAL RIGHTS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BORROWER'S EXECUTION OF THIS NOTE AND LENDER'S EXTENSION OF CREDIT TO BORROWER. THE PARTIES EXPRESSLY**

AGREE THAT NO PARTY OR ENTITY HAS REPRESENTED THAT THIS JURY TRIAL WAIVER WILL NOT BE ENFORCED.

[REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE OF BORROWER TO PROMISSORY NOTE

BAYIT INVESTMENTS, LLC,
a Florida limited liability company

By:_____
Jonathan Fish, Managing Member

STATE OF FLORIDA)
SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 10th day of November, 2016 by Jonathan Fish as the Managing Member of Bayit Investments, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me (YES) (NO) or has produced Florida ID as identification.

_____
Notary Public

[Notarial Seal]

ELENA AIDOVA
MY COMMISSION # FF 206528
EXPIRES: March 16, 2019
Bonded Thru Notary Public Underwriters

Elena Aidova
Printed Name of Notary

DOCUMENTARY STAMP TAXES IN THE AMOUNT OF $7,087.50 AND INTANGIBLE TAXES IN THE AMOUNT OF $4,050.00 HAVE BEEN PAID ON THE MORTGAGE SECURING THIS NOTE.

SCAN TO FILE AMORTIZATION SCHEDULE

Silverlake Browser Interface

Ocean Bank

About | Client Portal | Website | Help Desk | Home
11/14/2016 – 9:59 AM

PRINT FORM | PRINT iSERIES FORM | VIEW MESSAGES



PAGE FUNCTIONS

Loan Repayment Schedule

PREVIOUS < | SUBMIT > | EXIT



This screen displays the date, payment number, interest, principal, and running balance of the payment schedule for the loan. Totals are provided for each calendar year and for the life of the loan.

Learn more. >

CUSTOMER INFORMATION

BAYIT INVESTMENTS LLC

Loan type	ImpRE NonResidential	Odd days interest		
Principal amount	2,025,000.00	Interest rate	4.250000	%
Payment amount	1103938	Number of payments	300	

Date	Pmt	Interest	Principal	Total Payment	Balance
ORIGINAL BAL		.00	.00	.00	2,025,000.00
12/10/16	1	7,171.88	3,867.50	11,039.38	2,021,132.50
CALENDAR 2016		7,171.88	3,867.50	11,039.38	2,021,132.50
01/10/17	2	7,396.78	3,642.60	11,039.38	2,017,489.90
02/10/17	3	7,383.45	3,655.93	11,039.38	2,013,833.97
03/10/17	4	6,656.84	4,382.54	11,039.38	2,009,451.43
04/10/17	5	7,354.03	3,685.35	11,039.38	2,005,766.08
05/10/17	6	7,103.75	3,935.63	11,039.38	2,001,830.45
06/10/17	7	7,326.14	3,713.24	11,039.38	1,998,117.21
07/10/17	8	7,076.67	3,962.71	11,039.38	1,994,154.50
08/10/17	9	7,298.05	3,741.33	11,039.38	1,990,413.17
09/10/17	10	7,284.36	3,755.02	11,039.38	1,986,658.15
10/10/17	11	7,036.08	4,003.30	11,039.38	1,982,654.85
11/10/17	12	7,255.97	3,783.41	11,039.38	1,978,871.44

Previous | More

PREVIOUS < | SUBMIT > | EXIT

Copyright 1992-2016 Jack Henry & Associates, Inc.

SILVERLAKE SYSTEM

LN#252500478663

GARNISHMENT PROTECTION WAIVER
PURSUANT TO SECTION 222.11, FLORIDA STATUTES

Waiver of "Head of Family" Exemption from Garnishment. The undersigned hereby waives the "head of family" exemption from garnishment under Section 222.11, Florida Statutes, with respect to any enforcement proceedings under that certain Guaranty Agreement executed on even date herewith by the undersigned in favor of Ocean Bank. Pursuant to Florida Statutes Section 222.11, Florida Statutes:

IF YOU PROVIDE MORE THAN ONE-HALF OF THE SUPPORT FOR A CHILD OR OTHER DEPENDENT, ALL OR PART OF YOUR INCOME IS EXEMPT FROM GARNISHMENT UNDER FLORIDA LAW. YOU CAN WAIVE THIS PROTECTION ONLY BY SIGNING THIS AGREEMENT. BY SIGNING THIS AGREEMENT, BORROWER AGREES TO WAIVE THE PROTECTION FROM GARNISHMENT.

Name: **JONATHAN FISH**
Date: November 10, 2016

I HAVE FULLY EXPLAINED THIS DOCUMENT TO THE CONSUMER.

OCEAN BANK, a
Florida banking corporation

By: _____
Name: ROBERT C. NORAND
Its: SVP
Date: 11/10/2016

THE AMOUNT ATTACHED OR GARNISHED MAY NOT EXCEED THE AMOUNT ALLOWED UNDER THE CONSUMER CREDIT PROTECTION ACT, 15 U.S.C. S. 1673.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/07/18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tanya Miranda	
Assure-Us 1880 NE 163rd street North Miami Beach FL 33162	PHONE (A/C, No, Ext): (305) 956-7818	FAX (A/C, No):
	E-MAIL ADDRESS: tanya@assureus.us	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Convington Specialty Insurance Company	
INSURED Bayit Investments LLC 701-745 NW 5 AVE Ft. Lauderdale FL 33311	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		VBA580459-00	11/10/2017	11/10/2018	EACH OCCURRENCE	$ 1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000.00
							MED EXP (Any one person)	$ 5,000.000
							PERSONAL & ADV INJURY	$ 1,000,000.00
							GENERAL AGGREGATE	$ 2,000,000.00
							PRODUCTS - COMP/OP AGG	$ 2,000,000.00
								$
	[ ] AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

FOR YOUR INFORMATION

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patricia Fernandez

© 1988-2015 ACORD CORPORATION. All rights reserved.

HYDROLOGIC ASSOCIATES U.S.A., INC.
ENVIRONMENTAL CONSULTANTS • HYDROGEOLOGIC TESTING
WELL DRILLING SERVICES • PETROLEUM CONTRACTOR

PHASE II ENVIRONMENTAL SITE ASSESSMENT REPORT UPDATE

On the property known as

Multi-Tenant Property
731 Northwest 5th Avenue
Fort Lauderdale, Florida 33311

Prepared for

Intercredit Bank, N.A.
1200 Brickell Avenue, 4th Floor
Miami, Florida 33131

Prepared by

Hydrologic Associates USA, Inc.
10406 Southwest 186th Terrace
Miami, Florida 33157

Project Number HA15-3938

March 18, 2015

NASSAU
P.O. Box CB-12762, Suite # 186
Cable Beach, Nassau, Bahamas

MAIN OFFICE MIAMI
10406 SW 186th Terrace
Miami, Florida 33157
Phone: (305) 252-7118
Fax: (305) 254-0874
WWW.HAIMIAMI.COM

ORLANDO
109 Bayberry Road
Altamonte Springs, Florida 32714

HYDROLOGIC ASSOCIATES U.S.A., INC.
ENVIRONMENTAL CONSULTANTS • HYDROGEOLOGIC TESTING
WELL DRILLING SERVICES • PETROLEUM CONTRACTOR

March 18, 2015

Ms. Tania Perez
Intercredit Bank, N.A.
1200 Brickell Avenue, 4th Floor
Miami, FL 33131

RE: Report of Phase II Environmental Site Assessment
Multi-Tenant Property
731 Northwest 5th Avenue
Fort Lauderdale, Florida 33311
Project Number HA14-3938

Ms. Perez,

As authorized, Hydrologic Associates U.S.A., Inc., (HAI) has completed the Phase II Environmental Site Assessment at the above referenced subject site. The attached report documents the results of the assessment and our recommendations. This report is intended for the use of Intercredit Bank, N.A. The discovery of any additional information concerning the environmental conditions at the site should be reported to us for our review so that we can reassess potential environmental impacts and modify our recommendations, if necessary.

We appreciate the opportunity of assisting you with this assessment. If there are any questions, or when we may be of further service to you, please do not hesitate to contact our Miami office.

Sincerely,

Hydrologic Associates USA, Inc.

James T. Miller, P.E.
Project Manager

c:\JimG\wp\HA15-3938_Ph2
cc: Addressee (2)
File (1)

NASSAU
P.O. Box CB-12762, Suite # 186
Cable Beach, Nassau, Bahamas

MAIN OFFICE MIAMI
10406 SW 186th Terrace
Miami, Florida 33157
Phone: (305) 252-7118
Fax: (305) 254-0874
WWW.HAIMIAMI.COM

ORLANDO
109 Bayberry Road
Altamonte Springs, Florida 32714

4.0 CONCLUSIONS AND RECOMMENDATIONS

This section summarizes conclusions based on the information obtained during the Phase II ESA of the Multi-Tenant Property located at 731 Northwest 5th Avenue (Folio Number: 4942-34-06-9460) in Fort Lauderdale, Broward County, Florida (Section 03, Township 50S, Range 42E).

The objective of this Phase II ESA was to evaluate the sediment and water quality that had accumulated within several catch basins at the subject site to determine if discharges into these catch basins have the potential to impact the surrounding subsurface.

The sediment laboratory analytical results for CB-2 indicate that concentrations of low-level PAH constituents exceed the FDEP SCTL for Commercial/Industrial Properties and the FDEP LBGC.

The water laboratory results for CB-1, CB-3, CB-4 and CB-5 indicate that concentrations of Total Lead exceed the FDEP GCTL. Additionally, the results for CB-3 and CB-4 indicate that concentrations of low-level PAHs exceed the FDEP GCTLs and the results for CB-5 indicate that concentrations of VOA constituents exceed the FDEP GCTLs. However, the concentrations of these constituents detected in CB-1, CB-3, CB-4 and CB-5 did not exceed the FDEP NADCs.

HAI believes that the detection of these constituents in the sediment sample in CB-2 and in the water samples in CB-1, CB-3, CB-4 and CB-5 does not indicate there is a wide spread concern to the subsurface at the subject site. Therefore, no additional assessment is warranted at this time. However, in order to prevent a potential discharge to the surrounding subsurface, HAI recommends that the catch basins and associated French drain systems be pumped out and the contents properly disposed of to an offsite treatment facility. The cost to conduct this task will be $25,000.00. Additionally, HAI recommends that Best Management Practices be implemented to prevent future surface discharges of hazardous materials into the catch basins and associated French drain systems.

HYDROLOGIC ASSOCIATES U.S.A., INC.
ENVIRONMENTAL CONSULTANTS • HYDROGEOLOGIC TESTING
WELL DRILLING SERVICES • PETROLEUM CONTRACTOR

April 17, 2015

Ms. Tania Perez
Intercredit Bank, N.A.
1200 Brickell Avenue, 4th Floor
Miami, Florida 33131

RE: **Multi-Tenant Property**
731 Northwest 5th Avenue
Fort Lauderdale, Florida 33311
Project Number HA15-3938

Dear Ms. Perez,

Pursuant to the recommendations identified in the Phase II ESA for the above referenced subject site dated March 18, 2015, the catch basins have been pumped out and the contents properly disposed to an off-site treatment facility. Please see attached copies of the transportation and disposal documentation. In addition, the property owner has implemented Best Management Practices to prevent future surface discharges of hazardous materials into the catch basins. Therefore, no further assessment is warranted at this time.

Please contact our Miami office should you have any questions, comments, or require any additional information. We appreciate the opportunity of assisting you with this matter.

Sincerely,

Hydrologic Associates USA, Inc.

James T. Miller, P.E.
Project Manager

NASSAU
P.O. Box CB-12762, Suite # 186
Cable Beach, Nassau, Bahamas

MAIN OFFICE MIAMI
10406 SW 186th Terrace
Miami, Florida 33157
Phone: (305) 252-7118
Fax: (305) 254-0874
WWW.HAIMIAMI.COM

ORLANDO
109 Bayberry Road
Altamonte Springs, Florida 32714

A-ALLIGATOR, INC.

P.O. BOX 22856 • FT. LAUDERDALE, FL 33335

(954) 763-4999 • (305) 944-0144 • Fax (954) 423-3643

www.aalligator.com

LIC # COR# SR0921075
COA# SA920613

"Professional Septic Pumping & Drain Cleaning"
"We Will Beat Any Written Estimate"
Emergency 24 HR. Svc. - 7 Days

PAY FROM THIS BILL

☐ Reg ☐ N/C | Order #

Date of Service 4/10/15

Nature of Service
☐ Reg. Maint. ☐ Emergency ☐ Day ☐ Night

Customer Name: Hardy Place | Service Location: 741 Tarpon Ave NW Ft Ll

Phone: | Contact:

Billing Address: Alligator Alley | City: Ft Lauderdale | Zip: 21407

Special Instructions

☑ Completed
☐ Incomplete Reason: _____
Per: _____ AM/PM

Services Rendered

VACUUM PUMPING		OBSERVATIONS	DRAIN CLEANING
☐ Septic Tank	☐ Pump Chamber	☐ Good Condition	☐ Main Line
☐ Drywell	☐ Grease Trap	☐ Drainfield Runback	☐ Toilet Bowl
☐ Drainfield Installation	☑ Catch Basin 4	☐ Riding High (liquid level)	☐ Kitchen Sink
☐ D - Box	☐ Portable Toilet	☐ Full to Cover	☐ Bathtub / Shower
☐ Other Qty:_____ Size:		☐ Excessive Solids Top / Bottom	☐ Vanity
☐ Under 1000 gallons	☐ 1000 gallons	☐ Use No Powdered Soap	☐ Floor Drain
☐ 1500 gallons	☐ 2000 gallons	☐ Heavy Grease	☐ Yard Drain
☐ 3000 gallons	☐ 4000 gallons	☐ Suggest Electric Rootering	☐ Vent
☐ 5000 gallons	☐ Other_____		☐ Sewer Jet
			☐ Other:_____ Footage

Miscellaneous

☐ Digging Charge _____	☐ Backhoe _____	☐ Inspection
☐ Location	☐ Consultation	☐ Certification: P/F Reason _____
☐ Service Call	☐ Estimate	☐ Pump Repair
☐ Labor	☐ Portable Toilet Rental	☐ Repair ☐ Other _____
☐ Waiting Time	☐ Baffle	

Description of Work

- Pump & Pressure Clean (4) Catch Basins Total $1,300
- Remove All Sand, Debris With Vac Truck
- Jet Clean Transmission Lines With High Velocity Water Jet
- Transmission Lines Cleaned Going To City Into Structure. All Pipes Sized

AMEX

Landscape Grade to Rough Finish

Recommend

Vacuum Pumping _____ Yr. _____ Month
Drain Cleaning _____ Yr. _____ Month

Terms of Payment

C.O.D.
Deposits are non-refundable

Tax	
Deposit	
Discount	
Balance Due	

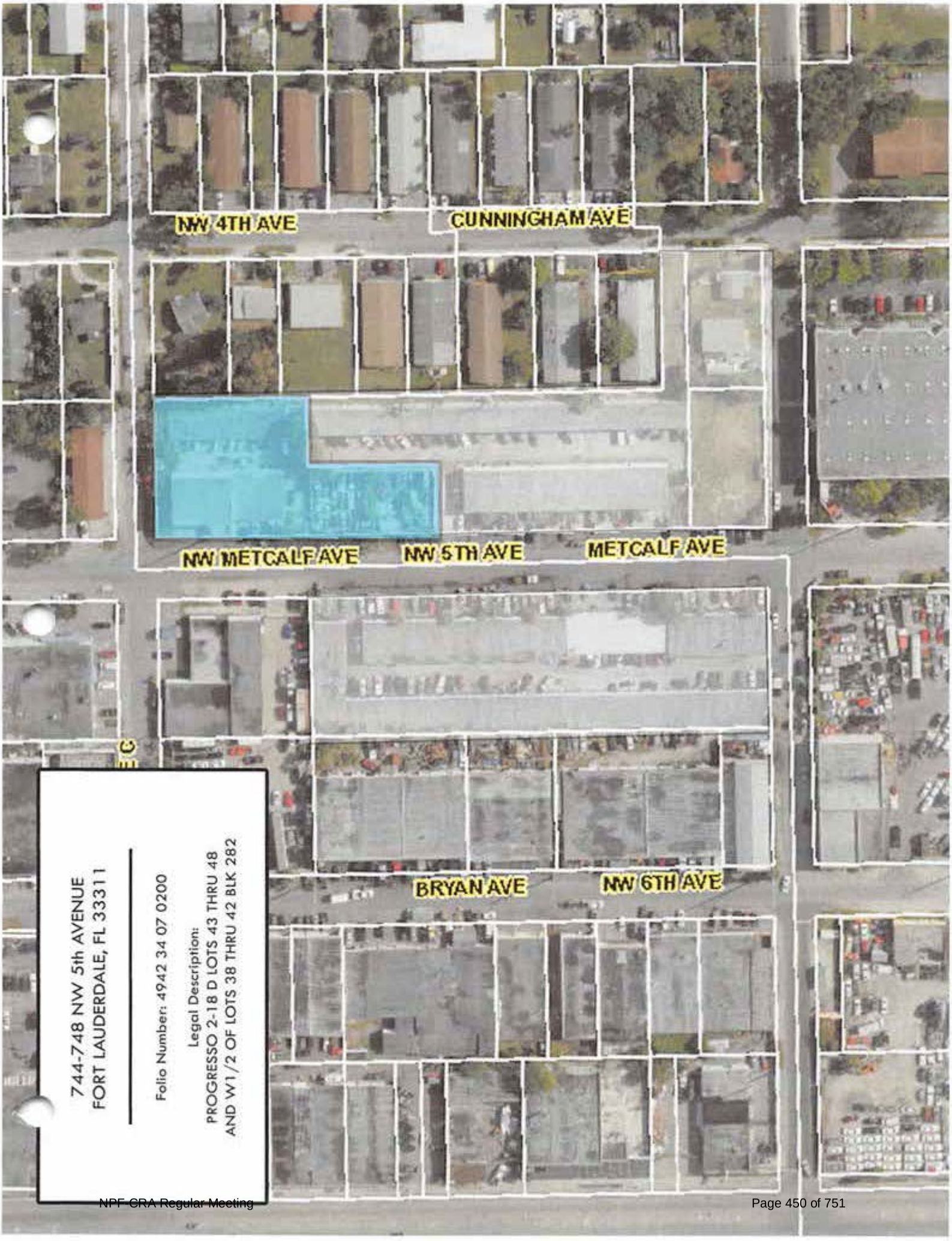
Terms of Payment

☐ Cash ☐ Check ☐ Credit _____

Not responsible for damage beyond curb line. All complaints shall be reported within 48 hours. 1.5% per month will be charged to accounts past due. The purchaser agrees to pay all cost of collection. Not responsible for any damages occurring during or after contract. A-Alligator, Inc. and its staff is not responsible for any landscaping, fences, sprinkler systems or underground utilities.

Customer Signature _____ Serviceman _____

SECTION 5


NW 4TH AVE
CUNNINGHAM AVE
NW METCALF AVE
NW 5TH AVE
METCALF AVE
BRYAN AVE
NW 6TH AVE
744-748 NW 5th AVENUE
FORT LAUDERDALE, FL 33311
Folio Number: 4942 34 07 0200
Legal Description:
PROGRESSO 2-18 D LOTS 43 THRU 48
AND W1/2 OF LOTS 38 THRU 42 BLK 282



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	744-748 NW 5 AVENUE, FORT LAUDERDALE FL 33311	ID #	4942 34 07 0200
Property Owner	744-748 NW 5 AVE LLC	Millage	0312
Mailing Address	746 NW 5 AVE FORT LAUDERDALE FL 33311	Use	48
Abbr Legal Description	PROGRESSO 2-18 D LOTS 43 THRU 48 AND W1/2 OF LOTS 38 THRU 42 BLK 282		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2019	$294,040	$378,730	$672,770	$672,770	
2018	$294,040	$378,730	$672,770	$672,770	$12,824.80
2017	$294,040	$325,590	$619,630	$619,630	$12,058.85

2019 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$672,770	$672,770	$672,770	$672,770
Portability	0	0	0	0
Assessed/SOH	$672,770	$672,770	$672,770	$672,770
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$672,770	$672,770	$672,770	$672,770

Sales History

Date	Type	Price	Book/Page or CIN
9/14/2018	WD-Q	$1,500,000	115387730
8/31/2016	WD-D	$510,000	113924881
8/31/2016	TD-T	$100	113924880
3/2/2005	QCD	$100	39183 / 205
6/11/1999	WD	$275,000	29600 / 1307

Land Calculations

Price	Factor	Type
$10.25	20,250	SF
$10.25	8,437	SF
Adj. Bldg. S.F. (Card, Sketch)		10770
Eff./Act. Year Built: 1953/1952		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
W								
10770								

Prepared by and return to:
Moises T. Grayson, Esq.
Blaxberg, Grayson, Kukoff & Forteza, P.A.
25 S.E. 2nd Avenue, Suite 730
Miami, FL 33131

Parcel ID Number: 4942-34-07-0200

_____[Space Above This Line For Recording Data], _____

Warranty Deed

This Warranty Deed made this 14 day of September, 2018, **by Rena Marie Moforis, a married woman** whose post office address is 15553 SW 16th Street, Davie, FL 33326, Grantor, and **744-748 NW 5 AVE LLC, a Florida limited liability company,** whose post office address is 3883 Pembroke Road, Hollywood, FL 33021, Grantee:

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Broward County, Florida** to-wit:

SEE EXHIBIT "A."

Parcel Identification Number: 4942-34-07-0200

SUBJECT TO:

1. Taxes for the year 2018 and subsequent years, not yet due and payable.
2. Zoning, restrictions, prohibitions, and other requirements imposed by governmental authority.
3. Restrictions and matters appearing on the Plat or otherwise common to the subdivision.
4. Public utility easements of record.

The Subject property is commercial property and not subject to any homestead requirements.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Aaron Brown

Witness Name: Isabel V. Colleran

Rena Marie Moforis, Grantor

By: _____

Print: Rena Marie Moforis

State of Florida
County of Mi-Ami-Dade

The foregoing instrument was acknowledged before me this 14th day of Sept, 2018 by Rena Marie Moforis She [ ] is personally known to me or [✓] has produced a driver's license as identification.

[Notary Seal]

LISSETTE GARCIA
MY COMMISSION EXPIRES
FEBRUARY 26, 2022
#GG 166084
Bonded thru
Budget Notary Services
NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Public

Lissette Garcia
Printed Name:

My Commission Expires: 02/26/2018

EXHIBIT "A"

Lots 43 thru 48, and the West 1/2 of Lots 38 thru 42, Block 282, Progresso, according to the Plat thereof, as recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida; said lands, now situate, lying and being in Broward County, Florida.

1. **PARTIES AND PROPERTY:** JONATHAN FISH (or assigns) ("Buyer") agrees to buy and RENA MARIE MOFORIS ("Seller") agrees to sell the property as: Street Address: 744-748 NW 5th Ave, Ft Lauderdale FL 33311 parcel id no. 4942 34 07 0200 Legal Description: Lots 43-48 and the W 1/2 of Lots 38-42, Block 282, Progresso, acc to the Plat thereof, as recorded in Plat Book 2, at Page 18, of the Public Records of Miami-Dade County, Florida, said land being situate in Broward County, Florida and the following Personal Property: All personal property located at the Property, owned by the Seller and used in the care, maintenance, operation and preservation of the Property, including but not limited to the security cameras. (all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: $ 1,500,000

(a) Deposit held in escrow by The Tarich Law Firm P.A. ("Escrow Agent") (checks are subject to actual and final collection) $ 140,000

Escrow Agent's address: 1946 Tyler Street, Hollywood, Florida 33020 Phone: 305.503.5096

(b) Additional deposit to be made to Escrow Agent within ____ days after Effective Date $ _____

(c) Additional deposit to be made to Escrow Agent within ____ days after Effective Date $ _____

(d) Total financing (see Paragraph 5) $ _____

(e) Other Seller financing $ 100,000

(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid with locally drawn cashier's or official bank check(s) or wire transfer. $ Balance

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before 8/29/18, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on 9/14/18 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

JF JF 8/30/18

Buyer (JF) (JF) and **Seller** (RM) (RM) 8/30/18 acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

CC-4 Rev. 12/10 ©2010 Florida Association of REALTORS® All Rights Reserved

Serial# 008067-200137-5957108

(b) Location: Closing will take place in mailaway / BGKF office County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

~~**BUYER'S OBLIGATION:** Within _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or $ _____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:~~

~~_____.~~

~~**Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close.~~

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____

_____ ;

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as _____.

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☐ **Seller's** ☒ **Buyer's** expense and within 10 days ☒ after Effective Date ☐ or at least ___ days before Closing Date deliver to **Buyer** (check one)

☒ (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or

CC-4 Rev. 12/10 ©2010 Florida Association of REALTORS® All Rights Reserved

Serial#: 008067-200137-5887108

formstapestry

(2) **Buyer** delivers proper written notice and **Seller** cures the defects within ___ days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt by **Buyer** of notice of such curing. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

☒ (i.)**Seller** will, within 3 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction: leases and rent roll. Estoppels and updated rent roll to be provided 3 business days prior to closing., prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check **(a)** or **(b)**)

☒ **(a) As Is: Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☐ **(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within ____ days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's** intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer's** intended use and development. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the

CC-4 Rev. 12/10 ©2010 Florida Association of REALTORS® All Rights Reserved

Serial#: 008067-200137-5987108

formsimplicity

parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: Buyer will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller** will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have ___ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

13. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Seller** retains the deposit, **Seller** will pay the Brokers named in Paragraph 20 fifty percent of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the brokerage fee. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

14. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

15. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

16. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

CC-4 Rev. 12/10 ©2010 Florida Association of REALTORS® All Rights Reserved

Serial#: 008067-200137-5987108

formsimplicity

proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) 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 public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

17. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

18. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☐ is not assignable ■ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms **"Buyer," "Seller"** and "Broker" may be singular or plural. This Contract is binding upon **Buyer, Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

19. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

20. BROKERS: Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: _____,
(Company Name) (Licensee)

_____,
(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____

_____

Buyer (JT) (JC) and **Seller** (RM) 8/31/18 acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

288* **(b) Buyer's Broker:** _____,
289 (Company Name) (Licensee)
290* _____,
291 (Address, Telephone, Fax, E-mail)
292* who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated
293* by ☐ **Seller's Broker** ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)
294* _____
295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
296 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to
297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
300 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of
301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

303 **21. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
304 this Contract):

305*	☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
306*	☒ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
307*	☐ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
308*	☐ Seller Representations	☒ Seller Financing	☐ Other _____

309 **22. ADDITIONAL TERMS:**

310* Property shall be subject to any open or expired permits or code violations, if any, and the buyer agrees to accept the Property subject to the existing
311* court order which is under appeal. Any action on the buyer's deposit must be brought within 60 days of the alleged default. Any notices to Buyer will be
312* sent by email to: jamie@tarichlaw.com with a faxed copy to 866.858.1226. Any notice to Seller will be sent by USPS to Attn: R. Moforis at
313* 15553 SW 16th Street, Davie, FL 33326. All leases related to the Property will be month-to-month and cancellable
314* upon not more than 30 days' written notice by Buyer (after closing) to the applicable tenant. All rents will be prorated as set forth herein. Uncollected rents
315* for the month of Closing will be prorated as collected, provided that if Buyer collects such past due rents and such collection is sufficient to cover
316* Buyer's fees for collecting same, Buyer will remit any overage to Seller, up to the amount credited to Buyer at closing.
317* _____
318* _____
319* _____
320* _____

321 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
322 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**
323 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**
324 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**
325 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**
326 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**
327 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
328 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**
329 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**
330 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS**
331 **AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE**
332 **AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

333* **Buyer** (JF) (8/31/16) and **Seller** (RM) (8/31/16) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

* _____ Date: 8/31/2018

Jonathan Fish

* _____ Tax ID No: _____

* (Typed or Printed Name of **Buyer**)

* Title: _____ Telephone: _____

* _____ Date: _____

Jonathan Fish

* _____ Tax ID No: _____

* (Typed or Printed Name of **Buyer**)

* Title: _____ Telephone: _____

* **Buyer's** Address for purpose of notice: _____

* Facsimile: _____ Email: _____

* _____ Date: 8/31/18

* Rena Moforis Tax ID No: _____

* (Typed or Printed Name of **Seller**)

* Title: _____ Telephone: _____

* _____ Date: _____

* _____ Tax ID No: _____

* (Typed or Printed Name of **Seller**)

* Title: _____ Telephone: _____

* **Seller's** Address for purpose of notice: _____

* Facsimile: _____ Email: _____

The Florida Association of REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics.
The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

JF

* **Buyer** (___) (___) and **Seller** (___) (___) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

1031 EXCHANGE ADDENDUM

1031 Exchange. Both parties acknowledge that the purchase of the Property by Purchaser and/or the sale of the Property by Seller may be part of a 1031 exchange. Purchaser and Seller agree to cooperate with each other and agree to execute all documents reasonably necessary to complete the 1031 exchange. Nothing herein shall be construed as the 1031 exchange being a condition precedent or prerequisite to the Closing and any such exchange shall not delay the Closing. Neither party shall be responsible for any cost incurred due to the other party's 1031 exchange, nor shall any party be liable should the 1031 exchange not take place. Seller shall not be required to take title to any other property to facilitate Purchaser's 1031 exchange.

PURCHASER:

Sign: _____
Jonathan Fish

Name: _____

Date: 8/31/2018

SELLER:

Sign: _____

Name: Rena Moforis

Date: 8/31/18

ADDENDUM TO CONTRACT FOR SALE AND PURCHASE

This Addendum is made to the "AS IS" Commercial Contract for Sale and Purchase (the "Contract") by and between JONATHAN FISH ("Buyer") and RENA MARIE MOFORIS ("Seller") for certain real property located at 744-748 NW 5th Avenue Ft Lauderdale Florida 33311 (the "Property"), and to the extent of a conflict between the terms of this Addendum and the terms of the Contract or any other Addendum or Rider, the terms of this Addendum shall control:

1. Buyer will have ten days from the Effective Date of the Contract to acquire a survey of the Property. To the extent the Survey shows any encroachments on the Property or encroachments of the Property that Buyer deems objectionable, Buyer will notify Seller within five days of receipt of the Survey and such encroachments will be treated as title objections. Buyer will order a municipal lien search for the Property within two (2) business days of the Effective Date. Within one (1) business day of Buyer's receipt of the municipal lien search, Buyer will deliver a copy of same to Seller and Seller will be responsible to pay any outstanding fines, utilities or assessments at Closing. Notwithstanding anything to the contrary, any encroachments on or by the 710 NW 5th Avenue property (which is owned by an affiliate of the Buyer) will not be a title objection.

2. The sale of the Property is in as-is condition in all respects, the Buyer acknowledges that he has conducted all the required due diligence and accepts the property in "AS IS" condition with any and all faults.

3. At closing, Seller shall have the option to enter into a lease agreement to rent up to 1200 square feet at the premises (downstairs bay) at $9.00, plus sales tax, per square foot for a term of up to 12 months, with no renewal option. At the Buyer's option, and upon 30 days' notice to the Seller, the bay can be partitioned to reduce the size to 800 square feet, however, the rental rate shall also be reduced and recalculated accordingly based on square footage. Seller may terminate the lease at any time on 30 days' notice to the Buyer. The Buyer shall require the Seller to deposit 2 months' security deposit in escrow from the Closing Proceeds. The Seller shall be responsible for insurance for the contents in the space being rented. The Buyer shall remain responsible for all utilities at the rental space. At the end of the term the Seller shall leave the rental area in broom swept condition, normal wear and tear is excepted.

4. The Seller agrees to finance $100,000.00 at the following terms:

   a. Rate: 5% interest amortized 30 years principal and interest payments
   b. Monthly payment of $536.82
   c. Term: 1 Year
   d. Balloon in one year -$99,061.46
   e. No prepayment penalty

5. Buyer shall sign a Promissory Note and Mortgage in recordable form at the time of closing. The Mortgage shall be recorded against the property and the property shall be security for the loan. Upon payment in full of the debt the Seller shall record a satisfaction.

6. All other terms and provisions of the Commercial Contract shall remain in full force and effect.

7. Electronic signatures of the parties by telefax or email shall be binding; this document may be executed in counterparts.

RENA MARIE MOFORIS

Seller — Date: 8/31/18

JONATHAN FISH

Buyer — Date: 8/31/2018

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kassie Fernandez	
Evolution Insurance Solutions 7320 Griffin Road Suite 104 Davie FL 33314	PHONE (A/C, No, Ext): (954) 289-2366	FAX (A/C, No): (954) 944-2029
	E-MAIL ADDRESS: kassie@evolutioninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : NORTHFIELD INS CO	27987
INSURED 744-748 NW 5 AVE LLC 746 NW 5 AVENUE FORT LAUDERDALE FL	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			Pending	10/30/2018	10/30/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PREMIUM $3603.68--PAID IN FULL

Coverage is contingent upon receiving all signed application documents and required subjectivities for binding.

CERTIFICATE HOLDER

FOR YOUR INFORMATION

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

SECTION 6

JONATHAN FISH

9232 Abbot Ave, Surfside, FL 33154
(786) 444-6830
jonathan@nationalwaterrestoration.com

Education, Certifications & License:

2006 – 2012 Miami Dade College
Major in Liberal Arts

2011 – 2012 Thomas Edison University
Bachelor's Degree in Liberal Arts
I
2012 – present IICRC (Institute of Inspection Cleaning and Restoration Certification)

2016 – present Mold Remediation License

2016 – present Provider of Continuing Education for CAM Licenses

Career:

2003 – 2009 Florida All Lines Public Adjuster
Working with A1 Property Damage Claims Agency Inc.
Duties: representing homeowner claims to insurance companies and writing construction estimates.

2009 – 2012 President of Public Adjuster Services
Duties: public adjusting and managing company.

2012 – present President of National Water Restoration, Inc.
Duties: managing water fire mold emergency service company with approx. 20 employees.

2012 – present Real-estate Investor
Real Estate projects:

- *11002 NW South River Dr, Medley, FL 33178 (2017, industrial investment)*
- *818 E Plam Run Dr, North Lauderdale, FL 33068 (2016 residential purchase, renovation and sale)*
- *701-745 NW 5 Ave, Fort Lauderdale, FL 33311 (2017, commercial purchase and redevelopment)*
- *710-726 NW 5 Ave, Fort Lauderdale, FL 33311 (2017, commercial purchase and redevelopment)*

- *744-748 NW 5 Ave, Fort Lauderdale, FL 33311 (2018, commercial purchase and redevelopment)*
- *413 NW 7 Street, Fort Lauderdale, FL 33311 (2018, commercial purchase and redevelopment)*
- *401-405 NW 7 Street, Fort Lauderdale, FL 33311 (2018, residential purchase and redevelopment)*
- *Keren HaYesod St 5, Jerusalem, Israel (2006, residential purchase, renovation and sale)*
- *Emerald Heights building 306, Ramat Beit Shemesh, Israel (2016 residential investment)*

2016 – Author of the book "Hero in the Workplace" – water, fire, mold emergency response, natural disaster preparedness, insurance and claim handling.

ABRAHAM FISH

17501 NE 9 Ave, Miami, FL 33162
(786) 546-2020
avifish@yahoo.com

Certifications & License:

2004 – present Public Adjuster License

2012 – present IICRC (Institute of Inspection Cleaning and Restoration Certification)

Career:

2003 – present All Lines Adjuster at Century Public Adjusters
Working with A1 Property Damage Claims Agency Inc.
Duties: representing homeowner claims to insurance companies and writing construction estimates.

2013 – present Radio Mega 1700 AM, *Radio Talk Show Host*

2013 – 2017 Radio WLQY 1320 AM, *Daily Guest Speaker, Afternoon Talk Show*

2014 – present Wavs 1170 AM, *Radio Talk Show Host*

2016 – present Radio Tropical 1480 AM, *Radio Talk Show Host*

2016 – 2018 Radio WOKB 1680 AM, *Lady D Talk Show Weekly Guest*

2017 – present Radio WQVN 1360 AM, *Daily Guest Speaker*

2012 – present Real-estate Investor
Real Estate projects:

- *11002 NW South River Dr, Medley, FL 33178 (2017, industrial investment)*
- *1155 NE 123 Street, Miami, FL 33161 (2014, residential investment)*
- *701-745 NW 5 Ave, Fort Lauderdale, FL 33311 (2017, commercial purchase and redevelopment)*
- *710-726 NW 5 Ave, Fort Lauderdale, FL 33311 (2017, commercial purchase and redevelopment)*
- *744-748 NW 5 Ave, Fort Lauderdale, FL 33311 (2018, commercial purchase and redevelopment)*

- *413 NW 7 Street, Fort Lauderdale, FL 33311 (2018, commercial purchase and redevelopment)*
- *401-405 NW 7 Street, Fort Lauderdale, FL 33311 (2018, residential purchase and redevelopment)*

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
710 NW 5TH AVENUE LLC

Filing Information

Document Number	L16000216131
FEI/EIN Number	81-4632708
Date Filed	11/28/2016
State	FL
Status	ACTIVE

Principal Address

746 NW 5 AVE
FORT LAUDERDALE, FL 33311

Changed: 10/18/2018

Mailing Address

746 NW 5 AVE
FORT LAUDERDALE, FL 33311

Changed: 10/18/2018

Registered Agent Name & Address

Fish, Jonathan
9232 Abbott Ave
SURFSIDE, FL 33154

Name Changed: 05/26/2017

Address Changed: 02/06/2018

Authorized Person(s) Detail

Name & Address

Title AMBR

FISH, JONATHAN
9232 Abbott Ave
SURFSIDE, FL 33154

Annual Reports

Report Year	Filed Date

2017	05/26/2017
2018	02/06/2018

Document Images

02/06/2018 – ANNUAL REPORT	View image in PDF format
05/25/2017 – ANNUAL REPORT	View image in PDF format
11/28/2016 – Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Electronic Articles of Organization For Florida Limited Liability Company

L16000216131
FILED 8:00 AM
November 28, 2016
Sec. Of State
nculligan

Article I

The name of the Limited Liability Company is:

710 NW 5TH AVENUE LLC

Article II

The street address of the principal office of the Limited Liability Company is:

710 NW 5TH AVENUE
FORT LAUDERDALE, FL. US 33311

The mailing address of the Limited Liability Company is:

710 NW 5TH AVENUE
FORT LAUDERDALE, FL. US 33311

Article III

The name and Florida street address of the registered agent is:

ARI FELDMAN
17410 NE 9TH COURT
MIAMI, FL. 33162

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: ARI FELDMAN

Article IV

L16000216131
FILED 8:00 AM
November 28, 2016
Sec. Of State
nculligan

The name and address of person(s) authorized to manage LLC:

Title: AMBR
JONATHAN FISH
710 NW 5TH AVENUE
FORT LAUDERDALE, FL. 33311 US

Title: AMBR
ABRAHAM FISH
17501 NE 9TH AVENUE
MIAMI, FL. 33162 US

Signature of member or an authorized representative

Electronic Signature: ARI FELDMAN

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
413 NW 7TH STREET, LLC

Filing Information

Document Number	L18000043202
FEI/EIN Number	NONE
Date Filed	02/16/2018
Effective Date	02/16/2018
State	FL
Status	ACTIVE

Principal Address

746 NW 5 AVE
FORT LAUDERDALE, FL 33311

Changed: 10/18/2018

Mailing Address

746 NW 5 AVE
FORT LAUDERDALE, FL 33311

Changed: 10/18/2018

Registered Agent Name & Address

FISH, JONATHAN J
9232 ABBOTT AVE
SURFSIDE, FL 33154

Authorized Person(s) Detail

NONE

Annual Reports

No Annual Reports Filed

Document Images

02/16/2018 -- Florida Limited Liability View image in PDF format

Electronic Articles of Organization For Florida Limited Liability Company

L18000043202
FILED 8:00 AM
February 16, 2018
Sec. Of State
cmwood

Article I

The name of the Limited Liability Company is:

413 NW 7TH STREET, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

9232 ABBOTT AVE
SURFSIDE, FL. US 33154

The mailing address of the Limited Liability Company is:

9232 ABBOTT AVE
SURFSIDE, FL. US 33154

Article III

The name and Florida street address of the registered agent is:

JONATHAN J FISH
9232 ABBOTT AVE
SURFSIDE, FL. 33154

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: JONATHAN FISH

Article IV

The effective date for this Limited Liability Company shall be:

02/16/2018

Signature of member or an authorized representative

Electronic Signature: JONATHAN

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.



Detail by Entity Name

Florida Limited Liability Company
BAYIT INVESTMENTS, LLC

Filing Information

Document Number	L14000134917
FEI/EIN Number	47-1706727
Date Filed	08/28/2014
Effective Date	08/27/2014
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/27/2016

Principal Address

746 NW 5 AVE
FORT LAUDERDALE, FL 33311

Changed: 10/18/2018

Mailing Address

746 NW 5 AVE
FORT LAUDERDALE, FL 33311

Changed: 10/18/2018

Registered Agent Name & Address

feldman, Ari
9232 Abbott Ave
SURFSIDE, FL 33154

Name Changed: 10/27/2016

Address Changed: 02/06/2018

Authorized Person(s) Detail

Name & Address

Title MGR

FISH, JONATHAN
9232 Abbott Ave
SURFSIDE, FL 33154

Title MGR

FISH, ABRAHAM
9232 Abbott Ave
SURFSIDE, FL 33154

Annual Reports

Report Year	Filed Date
2016	10/27/2016
2017	03/27/2017
2018	02/06/2018

Document Images

02/06/2018 -- ANNUAL REPORT	View image in PDF format
03/27/2017 -- ANNUAL REPORT	View image in PDF format
10/27/2016 -- REINSTATEMENT	View image in PDF format
08/11/2016 -- CORLCRACHG	View image in PDF format
04/13/2015 -- ANNUAL REPORT	View image in PDF format
08/28/2014 -- Florida Limited Liability	View image in PDF format

Electronic Articles of Organization For Florida Limited Liability Company

L14000134917
FILED 8:00 AM
August 28, 2014
Sec. Of State
jdharris

Article I

The name of the Limited Liability Company is:

BAYIT INVESTMENTS, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

20364 NE 16TH PLACE
MIAMI, FL. US 33179

The mailing address of the Limited Liability Company is:

20364 NE 16TH PLACE
MIAMI, FL. US 33179

Article III

The name and Florida street address of the registered agent is:

JOEL FRIEND AND ASSOCIATES, INC.
2863 EXECUTIVE PARK DRIVE
SUITE 105
WESTON, FL. 33331

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: JOEL FRIEND

L14000134917
FILED 8:00 AM
August 28, 2014
Sec. Of State
jdharris

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
JONATHAN FISH
20364 NE 16TH PLACE
MIAMI, FL. 33179 US

Title: MGR
ABRAHAM FISH
20364 NE 16TH PLACE
MIAMI, FL. 33179 US

Article V

The effective date for this Limited Liability Company shall be:

08/27/2014

Signature of member or an authorized representative

Electronic Signature: JONATHAN FISH

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

Detail by Entity Name

Florida Limited Liability Company
744-748 NW 5 AVE LLC

Filing Information

Document Number	L18000211102
FEI/EIN Number	NONE
Date Filed	09/05/2018
State	FL
Status	ACTIVE

Principal Address

746 NW 5 AVE
FORT LAUDERDALE, FL 33311

Changed: 10/18/2018

Mailing Address

746 NW 5 AVE
FORT LAUDERDALE, FL 33311

Changed: 10/18/2018

Registered Agent Name & Address

THE TARICH LAW FIRM P.A.
1946 TYLER STREET
HOLLYWOOD, FL 33020

Authorized Person(s) Detail

Name & Address

Title MGR

FISH, JONATHAN J
3883 PEMBROKE ROAD
HOLLYWOOD, FL 33021

Title MGR

FISH, ABRAHAM
3883 PEMBROKE ROAD
HOLLYWOOD, FL 33021

Annual Reports

No Annual Reports Filed

Document Images

09/05/2018 -- Florida Limited Liability View image in PDF format

Electronic Articles of Organization For Florida Limited Liability Company

L18000211102
FILED 8:00 AM
September 05, 2018
Sec. Of State
kbrumbley

Article I

The name of the Limited Liability Company is:

744-748 NW 5 AVE LLC

Article II

The street address of the principal office of the Limited Liability Company is:

3883 PEMBROKE ROAD
HOLLYWOOD, FL. US 33021

The mailing address of the Limited Liability Company is:

3883 PEMBROKE ROAD
HOLLYWOOD, FL. US 33021

Article III

Other provisions, if any:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

THE TARICH LAW FIRM P.A.
1946 TYLER STREET
HOLLYWOOD, FL. 33020

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: JAMIE TARICH

Article V

L18000211102
FILED 8:00 AM
September 05, 2018
Sec. Of State
kbrumbley

The name and address of person(s) authorized to manage LLC:

Title: MGR
JONATHAN J FISH
3883 PEMBROKE ROAD
HOLLYWOOD, FL. 33021 US

Title: MGR
ABRAHAM FISH
3883 PEMBROKE ROAD
HOLLYWOOD, FL. 33021 US

Signature of member or an authorized representative

Electronic Signature: JAMIE TARICH

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

SECTION 7

Thrive Progresso™

Project Professionals

The following professionals have been consulted for assistance in the CRA application preparation process and the calculation of the design and cost estimates for the proposed Thrive Progresso™ Business District:

Architecture: Perez & Associates

Awnings: Design Awnings, Inc.

Electrical: Key Electric

Engineering: Diversified Construction & Engineering Services

Fencing: Guaranteed Fence

Flooring: American Epoxy Systems

General Contracting: MRC General Contractors

Landscaping: Southeast Landscape Management

Legal: Coker & Feiner

Mechanical: Southern Mechanical Systems

Overhead Doors: JB Garage Doors

Paving: Atlantic Southern Paving

Painting: Sparkworks, LLC

Plumbing: Tamborelli Plumbing

Project Management: Halliday Group Realty Development, Inc.

Renderings: Vertex Point

Roofing: PSI Roofing, Inc.

Site Planning/Landscape Architecture: Cadence Collective, LLC

Storefronts/Windows: Fast Glass Guys

Surveying: Baseline Surveying

SECTION 8

Mr. Bob Wojcik
Economic Reinvestment Coordinator – Planner III
City of Fort Lauderdale, Department of Sustainable Development
NWPF Community Redevelopment Agency
914 N.W. 6th Street, Suite 200
Fort Lauderdale, FL 33311

Re: Thrive Progresso Development –
Proposed Redevelopment Estimated Projected Costs

Dear Mr. Wojcik:
The past year my firm has prepared the preliminary site schematics and proposed redevelopment modifications of the project referenced above. I have reviewed the estimated costs used to prepare the attached Thrive Progresso Development – Proposed Redevelopment Budget prepared by Halliday Group Development. This letter is to inform you that, to the best of my knowledge and belief, the costs reasonably reflect current market conditions and that the total estimated budget average of approximately $75.00 per square foot is appropriate given the age and condition of the buildings and the extensive amount of work that will be necessary to improve them to the level of finish the owners are planning on.

Sincerely yours,



Frank Perez,
President

M.R.C. General Contractors, INC.

Office ● 4419 NE 10th Avenue ● Fort Lauderdale, FL 33334 ● Phone (954) 772-3030 Facsimile ● (954) 771-2769

CGC 023805

May 20, 2019

Mr. Bob Wojcik
Economic Reinvestment Coordinator - Planner III
City of Fort Lauderdale
Department of Sustainable Development
NWPF Community Redevelopment Agency
914 NW 6th Street, Suite 200
Fort Lauderdale, FL 33311

Re: Thrive Progresso Development - Proposed Redevelopment Budget
Confirmation of Estimated Projected Costs

Dear Mr. Wojcik:

This confirms that we were instrumental in the preparation of the attached Thrive Progresso Development -Proposed Redevelopment Budget. We believe the estimated unit costs (individual items, square feet, linear feet and AC tonnage) used in the preparation of the proposed budget are reasonable and consistent with the current market costs and that the total estimated budget average of approximately $75.00 per square foot for the total 60,000 square foot project is reasonable given the anticipated scope of work to be performed.

Sincerely,

Ron E. Lunsford

THRIVE PROGRESSO DEVELOPMENT - PROPOSED REDEVELOPMENT BUDGET

SUMMARY - BLDGS A, B, C, D, E, F - 60,249 SF

TRADES DESCRIPTION	TRADES SUB-CATEGORY	ID #4942-34-07-0100 (BLDGS A & B)	ID #4942-34-06-9460 (BLDGS C & D)	ID #4942-34-07-0200 (BLDGS E & F)	ID #4942-34-07-0110 & ID #4942-34-07-0120 (VACANT LOTS)	TOTAL
AWNINGS	CANVAS & METAL	$ 10,500.00	$ 21,000.00	$ 4,200.00	$ -	$ 35,700.00
DOORS	INTERIOR	$ 13,200.00	$ 28,800.00	$ 7,600.00	$ -	$ 49,600.00
	EXTERIOR - SNGL	$ 42,900.00	$ 62,700.00	$ 16,500.00	$ -	$ 122,100.00
	EXTERIOR - DBL	$ 72,000.00	$ 176,000.00	$ 32,000.00	$ -	$ 280,000.00
	OVERHEAD	$ 168,000.00	$ 300,000.00	$ 72,000.00	$ -	$ 540,000.00
DRYWALL	SINGLE-SIDE	$ 48,230.00	$ 102,410.00	$ 32,900.00	$ -	$ 183,540.00
	DOUBLE-SIDE	$ 91,826.00	$ 126,224.00	$ 9,506.00	$ -	$ 227,556.00
ELECTRICAL		$ 57,750.00	$ 101,500.00	$ 22,750.00	$ 25,000.00	$ 207,000.00
ELEVATOR		$ -	$ -	$ 50,000.00	$ -	$ 50,000.00
FENCING		$ -	$ -	$ -	$ 71,250.00	$ 71,250.00
FLOORS		$ 51,831.00	$ 96,606.00	$ 32,310.00	$ -	$ 180,747.00
GLAZING		$ 24,000.00	$ 24,000.00	$ 12,000.00	$ -	$ 60,000.00
HVAC	UNIT	$ 58,500.00	$ 104,000.00	$ 35,100.00	$ -	$ 197,600.00
	ROOF CURB	$ 45,000.00	$ 80,000.00	$ 27,500.00	$ -	$ 152,500.00
IRRIGATION		$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 22,500.00
LANDSCAPING		$ 15,000.00	$ 15,000.00	$ 25,000.00	$ 45,000.00	$ 100,000.00
LIGHTING	EXTERIOR	$ 15,000.00	$ 20,000.00	$ 10,000.00	$ 25,000.00	$ 70,000.00
	INTERIOR	$ 25,500.00	$ 48,000.00	$ 16,500.00	$ -	$ 90,000.00
MASONRY		$ 7,000.00	$ 10,000.00	$ 2,000.00	$ -	$ 19,000.00
PAINTING	INTERIOR	$ 36,318.00	$ 52,507.00	$ 9,296.00	$ -	$ 98,121.00
	EXTERIOR	$ 15,205.00	$ 17,301.00	$ 9,698.00	$ -	$ 42,204.00
PAVERS	PARKING	$ 14,655.60	$ 35,995.00	$ 10,520.20	$ 4,738.00	$ 65,908.80
	WALKING	$ 15,676.80	$ 14,421.00	$ 4,250.40	$ -	$ 34,348.20
PLUMBING	RESTROOMS	$ 140,000.00	$ 259,000.00	$ 49,000.00	$ -	$ 448,000.00
	FIRE SYSTEM	$ -	$ 30,000.00	$ -	$ -	$ 30,000.00
ROOFS	REPAIRS	$ 24,187.80	$ 45,082.80	$ 6,617.40	$ -	$ 75,888.00
	INSULATE COAT	$ 47,511.75	$ 88,555.50	$ 22,192.50	$ -	$ 158,259.75
ROOF GUTTERS		$ 7,018.00	$ 10,780.00	$ 3,311.00	$ -	$ 21,109.00
SIGNAGE	PROJECT	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 20,000.00
	TENANT	$ 3,500.00	$ 7,500.00	$ 1,750.00	$ -	$ 12,750.00
SITEWORK		$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 190,000.00	$ 340,000.00
STUCCO		$ 91,230.00	$ 103,806.00	$ 58,188.00	$ -	$ 253,224.00
TELECOM/SECURITY		$ 10,000.00	$ 15,000.00	$ 5,000.00	$ 5,000.00	$ 35,000.00
CONSTRUCTION MGMT		$ 60,577.00	$ 102,809.42	$ 32,384.48	$ 18,924.40	$ 214,695.29
TOTAL		**$ 1,272,116.95**	**$ 2,158,997.72**	**$ 680,073.98**	**$ 397,412.40**	**$ 4,508,601.04**

THRIVE PROGRESSO DEVELOPMENT - PROPOSED REDEVELOPMENT BUDGET

ID #4942-34-07-0100 (BLDGS A & B - 17,277 SF)

TRADES DESCRIPTION	TRADES SUB-CATEGORY	QUANTITY OF UNITS		UNIT COST	ID #4942-34-07-0100 (BLDGS A & B)
AWNINGS	CANVAS & METAL	30	EA	$ 350.00	$ 10,500.00
DOORS	INTERIOR	33	EA	$ 400.00	$ 13,200.00
	EXTERIOR - SNGL	13	EA	$ 3,300.00	$ 42,900.00
	EXTERIOR - DBL	9	EA	$ 8,000.00	$ 72,000.00
	OVERHEAD	14	EA	$ 12,000.00	$ 168,000.00
DRYWALL	SINGLE-SIDE	689	LF	$ 70.00	$ 48,230.00
	DOUBLE-SIDE	937	LF	$ 98.00	$ 91,826.00
ELECTRICAL		33	EST	$ 1,750.00	$ 57,750.00
ELEVATOR	N/A				$ -
FENCING	N/A				$ -
FLOORS		17,277	SF	$ 3.00	$ 51,831.00
GLAZING	20 UNITS AT 16 SF EACH	320	SF	$ 75.00	$ 24,000.00
HVAC	UNIT	45	TON	$ 1,300.00	$ 58,500.00
	ROOF CURB	18	EA	$ 2,500.00	$ 45,000.00
IRRIGATION		1	EST	$ 5,000.00	$ 5,000.00
LANDSCAPING		1	EST	$ 15,000.00	$ 15,000.00
LIGHTING	EXTERIOR	1	EST	$ 15,000.00	$ 15,000.00
	INTERIOR	17	EST	$ 1,500.00	$ 25,500.00
MASONRY	EXTERIOR	700	SF	$ 10.00	$ 7,000.00
PAINTING	INTERIOR	36,318	SF	$ 1.00	$ 36,318.00
	EXTERIOR	15,205	SF	$ 1.00	$ 15,205.00
PAVERS	PARKING	3,186	SF	$ 4.60	$ 14,655.60
	WALKING	3,408	SF	$ 4.60	$ 15,676.80
PLUMBING	RESTROOMS	20	EA	$ 7,000.00	$ 140,000.00
	FIRE SYSTEM (N/A)				$ -
ROOFS	REPAIRS	17,277	SF	$ 1.40	$ 24,187.80
	INSULATION COATING	17,277	SF	$ 2.75	$ 47,511.75
ROOF GUTTERS		1,276	LF	$ 5.50	$ 7,018.00
SIGNAGE	PROJECT	1	EA	$ 5,000.00	$ 5,000.00
	TENANT	14	EA	$ 250.00	$ 3,500.00
SITEWORK		1	EST	$ 50,000.00	$ 50,000.00
STUCCO		15,205	SF	$ 6.00	$ 91,230.00
TELECOM/SECURITY		1	EST	$ 10,000.00	$ 10,000.00
CONSTRUCTION MGMT				5%	$ 60,577.00
TOTAL					**$ 1,272,116.95**

THRIVE PROGRESSO DEVELOPMENT - PROPOSED REDEVELOPMENT BUDGET

ID #4942-34-06-9460 (BLDGS C & D - 32,202 SF)

TRADES DESCRIPTION	TRADES SUB-CATEGORY	QUANTITY OF UNITS		UNIT COST	ID #4942-34-06-9460 (BLDGS C & D)
AWNINGS	CANVAS & METAL	60	EA	$ 350.00	$ 21,000.00
DOORS	INTERIOR	72	EA	$ 400.00	$ 28,800.00
	EXTERIOR - SNGL	19	EA	$ 3,300.00	$ 62,700.00
	EXTERIOR - DBL	22	EA	$ 8,000.00	$ 176,000.00
	OVERHEAD	25	EA	$ 12,000.00	$ 300,000.00
DRYWALL	SINGLE-SIDE	1,463	LF	$ 70.00	$ 102,410.00
	DOUBLE-SIDE	1,288	LF	$ 98.00	$ 126,224.00
ELECTRICAL		58	EST	$ 1,750.00	$ 101,500.00
ELEVATOR	N/A				$ -
FENCING	N/A				$ -
FLOORS		32,202	SF	$ 3.00	$ 96,606.00
GLAZING	20 UNITS AT 16 SF EACH	320	SF	$ 75.00	$ 24,000.00
HVAC	UNIT	80	TON	$ 1,300.00	$ 104,000.00
	ROOF CURB	32	EA	$ 2,500.00	$ 80,000.00
IRRIGATION		1	EST	$ 5,000.00	$ 5,000.00
LANDSCAPING		1	EST	$ 15,000.00	$ 15,000.00
LIGHTING	EXTERIOR	1	EST	$ 20,000.00	$ 20,000.00
	INTERIOR	32	EST	$ 1,500.00	$ 48,000.00
MASONRY	EXTERIOR	1000	SF	$ 10.00	$ 10,000.00
PAINTING	INTERIOR	52,507	SF	$ 1.00	$ 52,507.00
	EXTERIOR	17,301	SF	$ 1.00	$ 17,301.00
PAVERS	PARKING	7,825	SF	$ 4.60	$ 35,995.00
	WALKING	3,135	SF	$ 4.60	$ 14,421.00
PLUMBING	RESTROOMS	37	EA	$ 7,000.00	$ 259,000.00
	FIRE SYSTEM	1	EST	$ 30,000.00	$ 30,000.00
ROOFS	REPAIRS	32,202	SF	$ 1.40	$ 45,082.80
	INSULATE COATING	32,202	SF	$ 2.75	$ 88,555.50
ROOF GUTTERS		1,960	LF	$ 5.50	$ 10,780.00
SIGNAGE	PROJECT	1	EA	$ 5,000.00	$ 5,000.00
	TENANT	30	EA	$ 250.00	$ 7,500.00
SITEWORK		1	EST	$ 50,000.00	$ 50,000.00
STUCCO		17,301	SF	$ 6.00	$ 103,806.00
TELECOM/SECURITY		1	EST	$ 15,000.00	$ 15,000.00
CONSTRUCTION MGMT				5%	$ 102,809.42
TOTAL					**$ 2,158,997.72**

THRIVE PROGRESSO DEVELOPMENT - PROPOSED REDEVELOPMENT BUDGET

ID #4942-34-07-0200 (BLDGS E & F - 10,770 SF)

TRADES DESCRIPTION	TRADES SUB-CATEGORY	QUANTITY OF UNITS		UNIT COST	ID #4942-34-07-0200 (BLDGS E & F)
AWNINGS	CANVAS & METAL	12	EA	$ 350.00	$ 4,200.00
DOORS	INTERIOR	19	EA	$ 400.00	$ 7,600.00
	EXTERIOR - SNGL	5	EA	$ 3,300.00	$ 16,500.00
	EXTERIOR - DBL	4	EA	$ 8,000.00	$ 32,000.00
	OVERHEAD	6	EA	$ 12,000.00	$ 72,000.00
DRYWALL	SINGLE-SIDE	470	LF	$ 70.00	$ 32,900.00
	DOUBLE-SIDE	97	LF	$ 98.00	$ 9,506.00
ELECTRICAL		13	EST	$ 1,750.00	$ 22,750.00
ELEVATOR		1	EST	$ 50,000.00	$ 50,000.00
FENCING	N/A				$ -
FLOORS		10,770	SF	$ 3.00	$ 32,310.00
GLAZING	10 UNITS AT 16 SF EACH	160	SF	$ 75.00	$ 12,000.00
HVAC	UNIT	27	TON	$ 1,300.00	$ 35,100.00
	ROOF CURB	11	EA	$ 2,500.00	$ 27,500.00
IRRIGATION		1	EST	$ 5,000.00	$ 5,000.00
LANDSCAPING		1	EST	$ 25,000.00	$ 25,000.00
LIGHTING	EXTERIOR	1	EST	$ 10,000.00	$ 10,000.00
	INTERIOR	11	EST	$ 1,500.00	$ 16,500.00
MASONRY	EXTERIOR	200	SF	$ 10.00	$ 2,000.00
PAINTING	INTERIOR	9,296	SF	$ 1.00	$ 9,296.00
	EXTERIOR	9,698	SF	$ 1.00	$ 9,698.00
PAVERS	PARKING	2,287	SF	$ 4.60	$ 10,520.20
	WALKING	924	SF	$ 4.60	$ 4,250.40
PLUMBING	RESTROOMS	7	EA	$ 7,000.00	$ 49,000.00
	FIRE SYSTEM (N/A)				$ -
ROOFS	REPAIRS	8,070	SF	$ 0.82	$ 6,617.40
	INSULATE COAT	8,070	SF	$ 2.75	$ 22,192.50
ROOF GUTTERS		602	LF	$ 5.50	$ 3,311.00
SIGNAGE	PROJECT	1	EA	$ 5,000.00	$ 5,000.00
	TENANT	7	EA	$ 250.00	$ 1,750.00
SITEWORK		1	EST	$ 50,000.00	$ 50,000.00
STUCCO		9,698	SF	$ 6.00	$ 58,188.00
TELECOM/SECURITY	1	1	EST	$ 5,000.00	$ 5,000.00
CONSTRUCTION MGMT				5%	$ 32,384.48
TOTAL					**$ 680,073.98**

THRIVE PROGRESSO DEVELOPMENT - PROPOSED REDEVELOPMENT BUDGET

ID #4942-34-07-0110 & ID #4942-34-07-0120 (VACANT LOTS)

TRADES DESCRIPTION	TRADES SUB-CATEGORY	QUANTITY OF UNITS		UNIT COST	ID #4942-34-07-0110 & ID #4942-34-07-0120 (VACANT LOTS)
AWNINGS	N/A				$ -
DOORS	N/A				$ -
	N/A				$ -
	N/A				$ -
	N/A				$ -
DRYWALL	N/A				$ -
	N/A				$ -
ELECTRICAL		1	EST	$ 25,000.00	$ 25,000.00
ELEVATOR	N/A				$ -
FENCING		950	LF	$ 75.00	$ 71,250.00
FLOORS	N/A				$ -
GLAZING	N/A				$ -
HVAC	N/A				$ -
	N/A				$ -
IRRIGATION		1	EST	$ 7,500.00	$ 7,500.00
LANDSCAPING		1	EST	$ 45,000.00	$ 45,000.00
LIGHTING	EXTERIOR	1	EST	$ 25,000.00	$ 25,000.00
	N/A				$ -
MASONRY	N/A				$ -
PAINTING	N/A				$ -
	N/A				$ -
PAVERS	PARKING	1,030	SF	$ 4.60	$ 4,738.00
	WALKING (N/A)				$ -
PLUMBING	N/A				$ -
	N/A				$ -
ROOFS	N/A				$ -
	N/A				$ -
ROOF GUTTERS	N/A				$ -
SIGNAGE	PROJECT	1	EA	$ 5,000.00	$ 5,000.00
	N/A				$ -
SITEWORK	(INCL HOUSES DEMO)	1	EST	$ 190,000.00	$ 190,000.00
STUCCO	N/A				
TELECOM/SECURITY		1	EST	$ 5,000.00	$ 5,000.00
CONSTRUCTION MGMT				5%	$ 18,924.40
TOTAL					**$ 397,412.40**

Economic Analysis & Project Feasibility for Buildings A-F with $4.5M of Capital Renovation Costs with $2.5M CRA Funds - Leveraged Returns

	SF		Monthly	Annual	$/SF/YR
Buildings A-B	17,277		$30,924.29	$371,091.53	$21.48
Buildings C-D	32,202		$57,754.78	$693,057.39	$21.52
Buildings E-F	10,770		$19,516.92	$234,203.08	$21.75
Potential Gross Revenue	60,249		$108,196.00	$1,298,352.00	$21.55
Vacancy		10%	$10,819.60	$129,835.20	$2.15
Effective Gross Income			$97,376.40	$1,168,516.80	$19.39
Property Tax post renovation)			$15,682.25	$188,187.00	$3.12
Insurance			$5,412.00	$64,944.00	$1.08
Property Management		5%	$5,149.83	$61,798.00	$1.03
Repairs & Maintenance			$1,353.00	$16,236.00	$0.27
Irrigation-CAM			$1,353.00	$16,236.00	$0.27
Electric-CAM			$1,353.00	$16,236.00	$0.27
Expenses			$30,303.08	$363,637.00	$6.04
As Stabilized NOI			$67,073.32	$804,879.80	$13.36

Rent Analysis

Buildings	SF	$/SF NNN	$/SF Exp	$/SF Gross/Mo	Annual Gross Revenue
Building A-B					
Front Bldg (B)	7,660	$16.00	$6.04	$22.04	$168,792.46
Rear Bldg (A)	9,617	$15.00	$6.04	$21.04	$202,299.07
Total	17,277			$21.48	$371,091.53
Building C-D					
Front Bldg (C)	15,670	$16.00	$6.04	$22.04	$345,297.37
Rear Bldg (D)	16,532	$15.00	$6.04	$21.04	$347,760.03
Total	32,202			$21.52	$693,057.39
Building E-F					
Front Bldg & 2nd Floor(F)	7,650	$16.00	$6.04	$22.04	$168,572.10
Rear Bldg (E)	3,120	$15.00	$6.04	$21.04	$65,630.98
Total	10,770			$21.75	$234,203.08

Estimated Cost Analysis

	Initial Investment	CRA Funds	Total Investments
Purchase Price/Capital Inv.			$5,905,000
Projected Rehab Costs			$4,508,601
Projected Total Investment			$10,413,601
Total Investment			
CRA Capital Investment		$2,500,000	
Ownership Investment			$7,913,601
Less Debt	$2,823,351		$5,090,250
Capital Investment without CRA Capital Investment			
Capital Investment with CRA Capital Investment Less Debt			**$5,090,250**

5- Year Return Analysis - Leveraged Returns

Buildings	Year 1	Year 2	Year 3	Year 4	Year 5	Annual Average
A-B	$60,908	$194,741	$229,467	$203,459	$236,475	$185,010.00
C-D	$1,511	$280,700	$430,546	$394,824	$426,061	$306,728.40
E-F	$23,673	$130,814	$146,965	$127,753	$143,957	$114,632.40
Total	$86,092	$606,255	$806,978	$726,036	$806,493	$606,370.80
Interest Payments	-$118,709	-$115,201	-$111,797	-$108,494	-$105,288	
Total	-$32,617	$491,054	$695,181	$617,542	$701,205	$494,473.00

	Annual Return	Cumulative Return (5 Yrs)	5-Yr Return
5-Year ROI with CRA	9.71%	48.57%	$2,472,365

Annual return with CRA Assistance (over 5-Year average) **9.71% (average per annum)**

Note 1: The properties are encumbered with $2,823,351.

Economic Analysis - Project Feasibility for Buildings A-F with $4.5M of Capital Renovations with $2.5M of CRA Funds - Unleveraged Returns

	SF		Monthly	Annual	$/SF/YR
Buildings A-B	17,277		$30,924.29	$371,091.53	$21.48
Buildings C-D	32,202		$57,754.78	$693,057.39	$21.52
Buildings E-F	10,770		$19,516.92	$234,203.08	$21.75
Potential Gross Revenue	60,249		$108,196.00	$1,298,352.00	$21.55
Vacancy		10%	$10,819.60	$129,835.20	$2.15
Effective Gross Income			$97,376.40	$1,168,516.80	$19.39
Property Tax post renovation)			$15,682.25	$188,187.00	$3.12
Insurance			$5,412.00	$64,944.00	$1.08
Property Management		5%	$5,149.83	$61,798.00	$1.03
Repairs & Maintenance			$1,353.00	$16,236.00	$0.27
Irrigation-CAM			$1,353.00	$16,236.00	$0.27
Electric-CAM			$1,353.00	$16,236.00	$0.27
Expenses			$30,303.08	$363,637.00	$6.04
As Stabilized NOI			$67,073.32	$804,879.80	$13.36

Rent Analysis

Buildings	SF	$/SF NNN	$/SF Exp	$/SF Gross/Mo	Annual Gross Revenue
Building A-B					
Front Bldg (B)	7,660	$16.00	$6.04	$22.04	$168,792.46
Rear Bldg (A)	9,617	$15.00	$6.04	$21.04	$202,299.07
Total	17,277			$21.48	$371,091.53
Building C-D					
Front Bldg (C)	15,670	$16.00	$6.04	$22.04	$345,297.37
Rear Bldg (D)	16,532	$15.00	$6.04	$21.04	$347,760.03
Total	32,202			$21.52	$693,057.39
Building E-F					
Front Bldg & 2nd Floor(F)	7,650	$16.00	$6.04	$22.04	$168,572.10
Rear Bldg (E)	3,120	$15.00	$6.04	$21.04	$65,630.98
Total	10,770			$21.75	$234,203.08

Estimated Cost Analysis

	CRA Funds	Total Investments
Purchase Price/Capital Inv.		$5,905,000
Projected Rehab Costs		$4,508,601
Projected Total Investment		$10,413,601
Total Investment		$10,413,601
CRA Capital Investment	$2,500,000	
Ownership Investment		$7,913,601
Capital Investment without CRA Capital Investment		**$10,413,601**
Capital Investment with CRA Capital Investment		**$7,913,601**

5- Year Return Analysis - Unleveraged Returns

Buildings	Year 1	Year 2	Year 3	Year 4	Year 5	Annual Average
A-B	$60,908	$194,741	$229,467	$203,459	$236,475	$185,010.00
C-D	$1,511	$280,700	$430,546	$394,824	$426,061	$306,728.40
E-F	$23,673	$130,814	$146,965	$127,753	$143,957	$114,632.40
Total	$86,092	$606,255	$806,978	$726,036	$806,493	$606,370.80

	Annual Return	Cumulative Return (5 Yrs)	5-Yr Return
5-Year ROI with CRA	7.66%	38.31%	$3,031,854
5-Year ROI without CRA Assistance	5.82%	29.11%	$531,854

Annual return with CRA Assistance (over 5-Year average) **7.66% (average per annum)**
Annual return without CRA Assistance (over 5-Year average) **5.82% (average per annum)**

Note 1: The properties are encumbered with $2,823,351.

Economic Analysis & Project Feasibility
for Buildings A-F without Redevelopment Project - Leveraged Analysis

	SF		Monthly	Annual	$/SF/YR
Buildings A-B	17,277		$19,735.45	$236,825.43	$13.71
Buildings C-D	32,202		$37,016.36	$444,196.27	$13.79
Buildings E-F	10,770		$12,781.69	$153,380.31	$14.24
Potential Gross Revenue	60,249		$69,533.50	$834,402.00	$13.85
Vacancy		10%	$6,953.35	$83,440.20	$1.38
Effective Gross Income			$62,580.15	$750,961.80	$12.46
Property Tax post renovation)			$9,583.33	$115,000.00	$1.91
Insurance			$5,412.00	$64,944.00	$1.08
Property Management		5%	$5,149.83	$61,798.00	$1.03
Repairs & Maintenance			$1,353.00	$16,236.00	$0.27
Irrigation-CAM			$1,353.00	$16,236.00	$0.27
Electric-CAM			$1,353.00	$16,236.00	$0.27
Expenses			$24,204.17	$290,450.00	$4.82
As Stabilized NOI			$38,375.98	$460,511.80	$7.64

Rent Analysis

Buildings	SF	$/SF NNN	$/SF Exp	$/SF Gross/Mo	Annual Gross Revenue
Building A-B					
Front Bldg (B)	7,660	$10.00	$4.82	$14.82	$113,527.53
Rear Bldg (A)	9,617	$8.00	$4.82	$12.82	$123,297.89
Total	17,277			$13.71	$236,825.43
Building C-D					
Front Bldg (C)	15,670	$10.00	$4.82	$14.82	$232,242.36
Rear Bldg (D)	16,532	$8.00	$4.82	$12.82	$211,953.91
Total	32,202			$13.79	$444,196.27
Building E-F					
Front Bldg & 2nd Floor(C)	7,650	$10.00	$4.82	$14.82	$113,379.33
Rear Bldg (D)	3,120	$8.00	$4.82	$12.82	$40,000.98
Total	10,770			$14.24	$153,380.31

Estimated Cost Analysis

		Initial Investment	Resale of Lots	Total
Purchase Price/Capital Inv.		$5,905,000	$400,000	$5,505,000
Minimum Required Repairs	$100,000			$100,000
Total Capital Required	$100,000			$5,605,000
CRA Funding			$0	
Ownership Investment				$5,605,000
Less Debt	$2,823,351			
Capital Investment without CRA Capital Investment Less Debt				**$2,781,649**

5- Year Return Analysis - Leveraged Analysis

Buildings	Year 1	Year 2	Year 3	Year 4	Year 5	Annual Average
A-F	$26,239	$339,798	$483,527	$505,543	$534,819	$377,985
Interest Payments	-$118,709	-$115,201	-$111,797	-$108,494	-$105,288	
Total	-$92,470	$224,597	$371,730	$397,049	$429,531	$377,985

	Annual Return	Cumulative Return (5 Yrs)	5-Yr Return
5-Year ROI without CRA	13.59%	67.94%	$1,889,926

Annual return without CRA Assistance (over 5-Year average) **13.59% (average per annum)**

Note 1: The properties are encumbered with $2,823,351 of senior debt.

SECTION 9

Face Rent Analysis Report

	DIRECT SPACES				SUBLET SPACES				TOTAL
	# Spaces	Min	Avg	Max	# Spaces	Min	Avg	Max	Avg
Flex									
Triple Net	1	$15.00	$15.00	$15.00	0	-	-	-	$15.00
Off/Ret									
Triple Net	14	$18.00	$31.65	$50.00	0	-	-	-	$31.65
Office									
Modified Gross	2	$18.00	$32.80	$45.00	0	-	-	-	$32.80
Negotiable	4	-	-	-	0	-	-	-	-
Plus Electric	3	$23.52	$26.68	$28.00	0	-	-	-	$26.68
Retail									
Double Net	1	$18.00	$18.00	$18.00	0	-	-	-	$18.00
Full Service Gross	1	$26.40	$26.40	$26.40	0	-	-	-	$26.40
Negotiable	14	-	-	-	0	-	-	-	-
Net	1	$24.00	$24.00	$24.00	0	-	-	-	$24.00
Plus Electric	1	$28.00	$28.00	$28.00	0	-	-	-	$28.00
Triple Net	10	$12.00	$28.46	$45.00	0	-	-	-	$28.46

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028

Lease Availability Report

'02-704 NE 1st Ave

Fort Lauderdale, FL 33304 - Downtown Fort Lauderdale Submarket

★★☆☆☆



BUILDING

Type:	**Retail**
Subtype:	**Storefront Retail/O...**
Tenancy:	**Multiple**
Year Built:	**1965; Renov 2018**
GLA:	**8,761 SF**
Floors:	**2**
Typical Floor:	**6,180 SF**
Docks:	**3 ext**

AVAILABILITY

Min Divisible:	**1,124 SF**
Max Contig:	**1,124 SF**
Total Available:	**2,248 SF**
Asking Rent:	**$24.00/NNN**

EXPENSES PER SF

Taxes:	**$1.42 (2017)**
Opex:	**$0.62 (2009-Est)**

SPACES

Floor	Suite	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 2nd	A	Off/Ret	New	1,124	1,124	1,124	$24.00/NNN	60 Days	Negotiable
P 2nd	B	Off/Ret	New	1,124	1,124	1,124	$24.00/NNN	60 Days	Negotiable

AMENITIES

Air Conditioning

TRAFFIC & FRONTAGE

Traffic Volume:	12,300 on NE 3rd Ave & NE 7th St (2017)
	40,500 on N Federal Hwy & NE 7th St (2016)
Frontage:	90' on NE 1 Avenue

More with TrafficMetrix® Products

TRANSPORTATION

Parking:	26 free Surface Spaces are available; Covered Spaces @ $0.00/mo; Ratio of 2.97/1,000 SF
Commuter Rail:	10 minute drive to Fort Lauderdale Commuter Rail (Tri-County Commuter)
Airport:	18 minute drive to Fort Lauderdale–Hollywood International Airport
Walk Score ®:	Very Walkable (86)
Transit Score ®:	Good Transit (50)

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.

'29-731 NW 1st St

Fort Lauderdale, FL 33311 - Fort Lauderdale Submarket



BUILDING

Type:	**Class C Office**
Tenancy:	**Multiple**
Year Built:	**1955**
RBA:	**9,544 SF**
Floors:	**1**
Typical Floor:	**9,544 SF**

AVAILABILITY

Min Divisble:	**2,500 SF**
Max Contig:	**2,500 SF**
Total Available:	**2,500 SF**
Asking Rent:	**$18.00/MG**

EXPENSES PER SF

Taxes:	**$1.32 (2017)**

SPACES

Floor	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	Office	Relet	2,500	2,500	2,500	$18.00/MG	Vacant	Negotiable

AMENITIES

Bus Line, Fenced Lot

TRANSPORTATION

Parking:	10 free Surface Spaces are available; Ratio of 1.00/1,000 SF
Commuter Rail:	6 minute drive to Fort Lauderdale Commuter Rail (Tri-County Commuter)
Airport:	14 minute drive to Fort Lauderdale–Hollywood International Airport
Walk Score ®:	Very Walkable (85)
Transit Score ®:	Good Transit (59)

BUILDING NOTES

Property Description: Single Tenant Industrial Building Property Use Description: Single Tenant Industrial Building

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.

837 NE 2nd Ave - PROGRESSO ARTS DISTRICT 837

Fort Lauderdale, FL 33304 - Fort Lauderdale Submarket

★★☆☆☆



BUILDING

Type:	**Retail**
Tenancy:	**Multiple**
Year Built:	**1969**
GLA:	**2,413 SF**
Floors:	**1**
Typical Floor:	**2,413 SF**
Docks:	**None**

AVAILABILITY

Min Divisble:	**2,413 SF**
Max Contig:	**2,413 SF**
Total Available:	**2,413 SF**
Asking Rent:	**$30.00/NNN**

EXPENSES PER SF

Taxes:	**$2.54 (2017)**

SPACES

Floor	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
E 1st	Retail	Relet	2,413	2,413	2,413	$30.00/NNN	Vacant	Negotiable

AMENITIES

Air Conditioning, Bus Line, Fenced Lot

TRAFFIC & FRONTAGE

Traffic Volume:	16,500 on N Andrews Ave & NE 8th St (2017)
	42,500 on E Sunrise Blvd & NE 2nd Ave (2017)

Maps with TrafficDomain Products

TRANSPORTATION

Parking:	2 free Surface Spaces are available; Ratio of 0.83/1,000 SF
Commuter Rail:	2 minute drive to Fort Lauderdale Commuter Rail (Tri-County Commuter)
Airport:	13 minute drive to Fort Lauderdale–Hollywood International Airport
Walk Score ®:	Very Walkable (83)
Transit Score ®:	Good Transit (50)

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.

141 NE 3rd Ave

★★★☆☆

Fort Lauderdale, FL 33301 - Downtown Fort Lauderdale Submarket



BUILDING

Type:	**Retail**
Subtype:	**Restaurant**
Year Built:	**1947**
GLA:	**12,053 SF**
Floors:	**2**
Typical Floor:	**6,027 SF**

AVAILABILITY

Min Divisble:	**1,000 SF**
Max Contig:	**8,000 SF**
Total Available:	**12,000 SF**
Asking Rent:	**$50.00/NNN**

EXPENSES PER SF

Taxes:	**$0.13 (2017)**

SPACES

Floor	Suite	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st		Off/Ret	Relet	2,000 - 8,000	8,000	8,000	$50.00/NNN	30 Days	Negotiable
P 1st	2	Off/Ret	Relet	1,000 - 4,000	4,000	4,000	$50.00/NNN	Dec 2018	Negotiable

AMENITIES

24 Hour Availability, Corner Lot

TRAFFIC & FRONTAGE

Traffic Volume:	14,400 on NE 3rd Ave & NE 5th St (2017)
	17,423 on N Andrews Ave & NE 4th St (2017)
Frontage:	115' on 3rd Avenue

Made with TrafficMetrix® Products

TRANSPORTATION

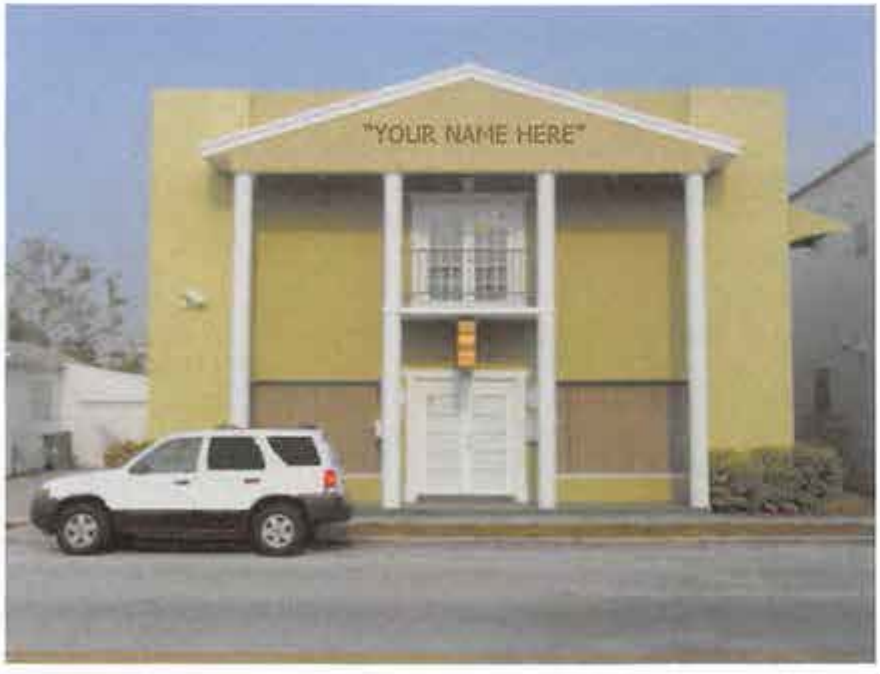
Parking:	Ratio of 5.00/1,000 SF
Commuter Rail:	1 minute drive to Fort Lauderdale Commuter Rail (Tri-County Commuter)
Airport:	13 minute drive to Fort Lauderdale–Hollywood International Airport
Walk Score ®:	Walker's Paradise (90)
Transit Score ®:	Good Transit (60)

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.

509 NE 3rd Ave

★★☆☆☆

Fort Lauderdale, FL 33301 - Downtown Fort Lauderdale Submarket



BUILDING

Type:	**Class C Office**
Tenancy:	**Multiple**
Year Built:	**1963**
RBA:	**3,816 SF**
Floors:	**2**
Typical Floor:	**1,950 SF**

AVAILABILITY

Min Divisble:	**1,908 SF**
Max Contig:	**3,816 SF**
Total Available:	**3,816 SF**
Asking Rent:	**$40.00 - 45.00/MG**

EXPENSES PER SF

Taxes:	**$3.99 (2017)**

SPACES

Floor	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	Office	New	1,908 - 3,816	3,816	3,816	$40.00 - 45.00/MG	Vacant	Negotiable

TRANSPORTATION

Parking:	10 free Surface Spaces are available; Ratio of 4.00/1,000 SF
Commuter Rail:	10 minute drive to Fort Lauderdale Commuter Rail (Tri-County Commuter)
Airport:	17 minute drive to Fort Lauderdale–Hollywood International Airport
Walk Score ®:	Very Walkable (88)
Transit Score ®:	Good Transit (59)

BUILDING NOTES

2 Offices downstairs 4 Offices upstairs and a large open area 2 bathrooms on each floor

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.

521 NE 4th Ave

★★★☆☆

Fort Lauderdale, FL 33301 - Downtown Fort Lauderdale Submarket



BUILDING

Type:	**Class B Office**
Tenancy:	**Multiple**
Year Built:	**1992**
RBA:	**8,000 SF**
Floors:	**2**
Typical Floor:	**4,000 SF**

AVAILABILITY

Min Divisble:	**2,000 SF**
Max Contig:	**4,000 SF**
Total Available:	**4,000 SF**
Asking Rent:	**$$30.00 - $35.00/NNN**

EXPENSES PER SF

Taxes:	**$6.31 (2008)**

SPACES

Floor	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	Off/Ret	Relet	2,000	4,000	4,000	$30.00/NNN	30 Days	Negotiable
P 1st	Off/Ret	Relet	2,000	4,000	4,000	$35.00/NNN	30 Days	Negotiable

AMENITIES

Air Conditioning, Controlled Access

TRANSPORTATION

Parking:	39 free Surface Spaces are available; Ratio of 4.88/1,000 SF
Commuter Rail:	10 minute drive to Fort Lauderdale Commuter Rail (Tri-County Commuter)
Airport:	18 minute drive to Fort Lauderdale–Hollywood International Airport
Walk Score ®:	Very Walkable (88)
Transit Score ®:	Good Transit (59)

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.

317 NE 4th Ave - 817 NE 4th Ave- Flagler Village

Fort Lauderdale, FL 33304 - Downtown Fort Lauderdale Submarket

★★★★★



BUILDING

Type:	**Retail**
Subtype:	**Storefront Retail/O...**
Tenancy:	**Single**
Year Built:	**1959**
GLA:	**5,528 SF**
Floors:	**1**
Typical Floor:	**5,528 SF**
Docks:	**1 ext**

AVAILABILITY

Min Divisble:	**568 SF**
Max Contig:	**5,528 SF**
Total Available:	**5,528 SF**
Asking Rent:	**Withheld**

EXPENSES PER SF

Taxes:	**$1.95 (2008)**

SPACES

Floor	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	Retail	Relet	568 - 5,528	5,528	5,528	Withheld	Dec 2018	5 - 10 Yrs

AMENITIES

24 Hour Availability, Adaptive Reuse Project, Air Conditioning, Bus Line, Central Employment Area, Conferencing Facility, Courtyard, Empowerment Zone, Fenced Lot, Mixed Use, Restaurant, Security System, Storage Space, Tenant Controlled HVAC

TRAFFIC & FRONTAGE

Traffic Volume:	12,300 on NE 3rd Ave & NE 7th St (2017)
	42,500 on E Sunrise Blvd & NE 2nd Ave (2017)
Frontage:	150' on NE 4th Ave (with 1 curb cut)

Made with TrafficMetrix® Products

TRANSPORTATION

Parking:	30 free Surface Spaces are available; Ratio of 5.43/1,000 SF
Commuter Rail:	11 minute drive to Fort Lauderdale Commuter Rail (Tri-County Commuter)
Airport:	19 minute drive to Fort Lauderdale–Hollywood International Airport
Walk Score ®:	Very Walkable (88)
Transit Score ®:	Some Transit (49)

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.

120 NE 4th St

★★★★☆

Fort Lauderdale, FL 33301 - Downtown Fort Lauderdale Submarket



BUILDING

Type:	**Retail**
Subtype:	**Storefront Retail/R...**
Year Built:	**Under Construction**
GLA:	**2,100 SF**
Floors:	**1**
Typical Floor:	**2,100 SF**

AVAILABILITY

Min Divisble:	**2,100 SF**
Max Contig:	**2,100 SF**
Total Available:	**2,100 SF**
Asking Rent:	**Withheld**

EXPENSES PER SF

Taxes:	**$15.63 (2017)**

SPACES

Floor	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	Retail	New	2,100	2,100	2,100	Withheld	Vacant	Negotiable

TRAFFIC & FRONTAGE

Traffic Volume:	16,707 on NE 3rd Ave & NE 2nd St (2017)
	17,423 on N Andrews Ave & NE 4th St (2017)

TRANSPORTATION

Commuter Rail:	1 minute drive to Fort Lauderdale Commuter Rail (Tri-County Commuter)
Airport:	12 minute drive to Fort Lauderdale–Hollywood International Airport
Walk Score ®:	Walker's Paradise (93)
Transit Score ®:	Good Transit (61)

BUILDING NOTES

Frontage: ± 100 FT Possession: Summer 2018 Rent: Upon request New retail premises below 386 unit apartment building On-site parking available Located in the heart of Flagler Village Dense residential neighborhood Neighboring tenants include: DOC B's, The Fresh Market, Winn Dixie, Midici, Cyclebar, The Dalmar, & Rhythm + Vine

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.

199 NW 5th Ave

Fort Lauderdale, FL 33311 - Fort Lauderdale Submarket



BUILDING

Type:	**Retail**
Subtype:	**Restaurant**
Tenancy:	**Multiple**
Year Built:	**1931; Renov 2017**
GLA:	**5,000 SF**
Floors:	**2**
Typical Floor:	**2,500 SF**

AVAILABILITY

Min Divisble:	**2,500 SF**
Max Contig:	**2,500 SF**
Total Available:	**5,000 SF**
Asking Rent:	**Withheld**

SPACES

Floor	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	Retail	Relet	2,500	2,500	2,500	Withheld	Vacant	Negotiable
P 2nd	Retail	Relet	2,500	2,500	2,500	Withheld	Vacant	Negotiable

AMENITIES

24 Hour Availability, Abatement Zone, Air Conditioning, Banking, Bus Line, Car Charging Station, Central Employment Area, Commuter Rail, Conferencing Facility, Corner Lot, Drive Thru, Enterprise Zone, Hotel, Mixed Use, On Site Management, Property Manager on Site, Pylon Sign, Restaurant, Security System, Signage, Storage Space, Tenant Controlled HVAC

TRAFFIC & FRONTAGE

Traffic Volume:	57,500 on W Broward Blvd & SW 6th Ave (2017)
	60,500 on W Broward Blvd & NW 8th Ave (2017)
Frontage:	150' on 5th Avenue (with 2 curb cuts)
	135' on 2nd Street (with 1 curb cut)

Made with TrafficMetrix® Products

TRANSPORTATION

Parking:	20 Surface Spaces are available; Ratio of 4.00/1,000 SF
Commuter Rail:	3 minute drive to Fort Lauderdale Commuter Rail (Tri-County Commuter)
Airport:	13 minute drive to Fort Lauderdale–Hollywood International Airport
Walk Score ®:	Very Walkable (87)
Transit Score ®:	Good Transit (61)

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.

450 NW 5th Ct

★★★☆☆

Fort Lauderdale, FL 33311 - Fort Lauderdale Submarket



BUILDING

Type:	**Class C Office**
Year Built:	**2006**
RBA:	**6,153 SF**
Floors:	**1**
Typical Floor:	**6,153 SF**

AVAILABILITY

Min Divisble:	**6,153 SF**
Max Contig:	**6,153 SF**
Total Available:	**6,153 SF**
Asking Rent:	**Withheld**

SPACES

Floor	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	Office	Relet	6,153	6,153	6,153	Withheld	Vacant	Negotiable

AMENITIES

Air Conditioning, Bus Line, Day Care, Property Manager on Site

TRANSPORTATION

Walk Score ®:	Very Walkable (84)
Transit Score ®:	Good Transit (60)

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.

510-540 NW 7th Ave - Shoppes On Arts Avenue

Fort Lauderdale, FL 33311 - Fort Lauderdale Submarket

★★★☆☆



BUILDING

Type:	**Retail**
Subtype:	**Freestanding**
Center Type:	**Neighborhood Ce...**
Tenancy:	**Multiple**
Year Built:	**2012**
GLA:	**35,190 SF**
Floors:	**1**
Typical Floor:	**35,190 SF**
Docks:	**1 ext**

AVAILABILITY

Min Divisble:	**1,200 SF**
Max Contig:	**2,000 SF**
Total Available:	**5,163 SF**
Asking Rent:	**$$25.00 - $40.00/NNN**

EXPENSES PER SF

Taxes:	**$2.66 (2017)**

SPACES

Floor	Suite	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	A	Retail	New	1,200 - 2,000	2,000	2,000	$25.00/NNN	Vacant	5 Yrs
P 1st	C	Retail	New	1,750	1,750	1,750	$40.00/NNN	Vacant	5 Yrs
P 1st	D	Retail	New	1,413	1,413	1,413	$40.00/NNN	Vacant	5 Yrs

AMENITIES

Bus Line, Pylon Sign, Signage, Signalized Intersection

TRAFFIC & FRONTAGE

Traffic Volume	16,200 on NW 7th Ave & NW 5th St (2017)
	18,200 on NW 6th St & NW 10th Ave (2017)
Frontage:	54' on NW 6th Ave
	62' on NW 7th Ave
	192' on W Sistrunk Blvd

HALLIDAY GROUP

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.

CoStar

510-540 NW 7th Ave - Shoppes On Arts Avenue

★★★☆☆

Fort Lauderdale, FL 33311 - Fort Lauderdale Submarket

TRANSPORTATION

Parking	80 free Surface Spaces are available; Ratio of 2.27/1,000 SF
Commuter Rail	7 minute drive to Fort Lauderdale Commuter Rail (Tri-County Commuter)
Airport	15 minute drive to Fort Lauderdale–Hollywood International Airport
Walk Score ®	Very Walkable (82)
Transit Score ®	Good Transit (60)

BUILDING NOTES

Neighboring tenants are Bank of America, Save-A-Lot, and Family Dollar. Located near the performing arts center, post office, and the North Broward Immedite Care Facility.

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.

550 NW 7th Ave - Building B - Shoppes On Arts Avenue

Fort Lauderdale, FL 33311 - Fort Lauderdale Submarket

★★★☆☆



BUILDING

Type:	**Retail**
Subtype:	**Restaurant**
Center Type:	**Neighborhood Ce...**
Tenancy:	**Multiple**
Year Built:	**2012**
GLA:	**8,000 SF**
Floors:	**1**
Typical Floor:	**8,000 SF**
Docks:	**None**

AVAILABILITY

Min Divisble:	**3,240 SF**
Max Contig:	**3,240 SF**
Total Available:	**3,240 SF**
Asking Rent:	**$35.00/NNN**

SPACES

Floor	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	Retail	Relet	3,240	3,240	3,240	$35.00/NNN	Vacant	5 Yrs

AMENITIES

Bus Line, Pylon Sign, Signage, Signalized Intersection

TRAFFIC & FRONTAGE

Traffic Volume:	16,200 on NW 7th Ave & NW 5th St (2017)
	18,200 on NW 6th St & NW 10th Ave (2017)
Frontage:	122' on NW 7th Ave

TRANSPORTATION

Parking:	30 free Surface Spaces are available; Ratio of 5.82/1,000 SF
Commuter Rail:	7 minute drive to Fort Lauderdale Commuter Rail (Tri-County Commuter)
Airport:	15 minute drive to Fort Lauderdale–Hollywood International Airport
Walk Score ®:	Very Walkable (83)
Transit Score ®:	Good Transit (59)

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.

560 NW 7th St - Shoppes On Arts Avenue

Fort Lauderdale, FL 33311 - Fort Lauderdale Submarket

★★★☆☆



BUILDING

Type:	**Retail**
Subtype:	**Freestanding**
Center Type:	**Neighborhood Ce...**
Tenancy:	**Multiple**
Year Built:	**2012**
GLA:	**2,313 SF**
Floors:	**1**
Typical Floor:	**2,313 SF**
Docks:	**None**

AVAILABILITY

Min Divisble:	**1,563 SF**
Max Contig:	**1,563 SF**
Total Available:	**1,563 SF**
Asking Rent:	**$40.00/NNN**

EXPENSES PER SF

Taxes:	**$3.58 (2011)**

SPACES

Floor	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	Retail	New	1,563	1,563	1,563	$40.00/NNN	Vacant	Negotiable

AMENITIES

Bus Line, Pylon Sign, Signage, Signalized Intersection

TRAFFIC & FRONTAGE

Traffic Volume:	16,200 on NW 7th Ave & NW 5th St (2017)
	18,200 on NW 6th St & NW 10th Ave (2017)
Frontage:	58' on W Sistrunk Blvd

Made with TrafficMetrix® Products

TRANSPORTATION

Parking:	30 free Surface Spaces are available; Ratio of 10.00/1,000 SF
Commuter Rail:	9 minute drive to Fort Lauderdale Commuter Rail (Tri-County Commuter)
Airport:	16 minute drive to Fort Lauderdale–Hollywood International Airport
Walk Score ®:	Very Walkable (83)
Transit Score ®:	Good Transit (58)

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.

612 NW 9th Ave - The Shops

Fort Lauderdale, FL 33311 - Fort Lauderdale Submarket

★★★☆☆



BUILDING

Type:	**Retail**
Subtype:	**Storefront Retail/O...**
Year Built:	**Proposed**
GLA:	**4,549 SF**
Floors:	**1**
Typical Floor:	**4,549 SF**

AVAILABILITY

Min Divisible:	**833 SF**
Max Contig:	**1,071 SF**
Total Available:	**4,549 SF**
Asking Rent:	**Withheld**

SPACES

Floor	Suite	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	101	Off/Ret	New	1,071	1,071	1,071	Withheld	Jan 2020	Negotiable
P 1st	102	Off/Ret	New	933	933	933	Withheld	Jan 2020	Negotiable
P 1st	103	Off/Ret	New	833	833	833	Withheld	Jan 2020	Negotiable
P 1st	104	Off/Ret	New	845	845	845	Withheld	Jan 2020	Negotiable
P 1st	105	Off/Ret	New	867	867	867	Withheld	Jan 2020	Negotiable

TRAFFIC & FRONTAGE

Traffic Volume:	18,200 on NW 6th St & NW 10th Ave (2017)
	16,200 on NW 7th Ave & NW 5th St (2017)

TRANSPORTATION

Commuter Rail:	3 minute drive to Fort Lauderdale Commuter Rail (Tri-County Commuter)
Airport:	12 minute drive to Fort Lauderdale–Hollywood International Airport
Walk Score ®:	Very Walkable (78)
Transit Score ®:	Good Transit (55)

407-413 N Andrews Ave

★★☆☆☆

Fort Lauderdale, FL 33301 - Downtown Fort Lauderdale Submarket



BUILDING

Type:	**Retail**
Subtype:	**Storefront Retail/R...**
Tenancy:	**Multiple**
GLA:	**10,696 SF**
Floors:	**2**
Typical Floor:	**5,348 SF**
Docks:	**None**

AVAILABILITY

Min Divisble:	**4,105 SF**
Max Contig:	**8,211 SF**
Total Available:	**8,211 SF**
Asking Rent:	**$25.00/NNN**

EXPENSES PER SF

Taxes:	**$0.83 (2008)**

SPACES

Floor	Suite	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
E 1st	407	Retail	Relet	4,105 - 8,211	8,211	8,211	$25.00/NNN	Vacant	1 - 10 Yrs

AMENITIES

Bus Line

TRAFFIC & FRONTAGE

Traffic Volume:	3,200 on NW 4th St & NW 1st Ave (2017)
	17,423 on N Andrews Ave & NE 4th St (2017)
Frontage:	76' on N Andrews Ave
	116' on NW 4th St

More with Traffic Reports

TRANSPORTATION

Parking:	20 free Surface Spaces are available; Ratio of 1.21/1,000 SF
Commuter Rail:	8 minute drive to Fort Lauderdale Commuter Rail (Tri-County Commuter)
Airport:	16 minute drive to Fort Lauderdale–Hollywood International Airport
Walk Score ®:	Very Walkable (83)
Transit Score ®:	Good Transit (61)

BUILDING NOTES

Downtown Fort Lauderdale, prominent lighted intersection of North Andrews Avenue and NE 4th Street (Northwest Corner) , this unique investment property is located between new loft / multifamily property, retail and office buildings. Just four blocks north of Broward Blvd this property is close to I-95, I-595, Fort Lauderdale International Airport, Downtown CBD, and the beaches. Property consists of two vacant street

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.

407-413 N Andrews Ave

★★☆☆☆

Fort Lauderdale, FL 33301 - Downtown Fort Lauderdale Submarket

BUILDING NOTES

level retail bays fronting Andrews Avenue, Two rental apartments and retail / indoor gun range currently occupied by Bill Boyds Tackle and Gun Shop - Please do not disturb tenant. The site is zoned RAC-UV (Regional Activity Center - Urban Village) which allows institutional, office, commercial, and residential uses. This site has excellent potential for redevelopment. Approximately $120,000 in annual rental income Downtown Fort Lauderdale, four blocks North of Broward on Andrews Avenue. NW corner of lighted intersection. Currently occupied by Bill Boyds Tackle and Gun Shop. (do not disturb Tenant). Property has 200' of frontage on Andrews Ave. Property consists of 8 lots totaling 22,500 sq/ft. 8,211 sf with direct frontage to Andrews Ave in the heart of Flagler Village. Extremely liberal RAC zoning. Private parking lot as well as large city lot. Andrews Ave. just north of Broward Blvd. in downtown Ft. Lauderdale, FL. Heart of Flagler Village.

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.

412-416 N Andrews Ave

Fort Lauderdale, FL 33301 - Downtown Fort Lauderdale Submarket

★★☆☆☆



BUILDING

Type:	**Retail**
Subtype:	**Storefront Retail/O...**
Tenancy:	**Multiple**
Year Built:	**1958**
GLA:	**4,095 SF**
Floors:	**1**
Typical Floor:	**4,095 SF**
Docks:	**None**

AVAILABILITY

Min Divisble:	**1,365 SF**
Max Contig:	**2,730 SF**
Total Available:	**2,730 SF**
Asking Rent:	**$30.00/NNN**

EXPENSES PER SF

Taxes:	**$0.04 (2017)**

SPACES

Floor	Suite	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	Space 1	Retail	Relet	1,365 - 2,730	2,730	2,730	$30.00/NNN	30 Days	Negotiable

AMENITIES

Bus Line

TRAFFIC & FRONTAGE

Traffic Volume:	17,423 on N Andrews Ave & NE 4th St (2017)
	14,400 on NE 3rd Ave & NE 5th St (2017)
Frontage:	52' on Andrews Ave

More with TrafficInsight Premium

TRANSPORTATION

Parking:	4 free Surface Spaces are available; Ratio of 1.86/1,000 SF
Commuter Rail:	8 minute drive to Fort Lauderdale Commuter Rail (Tri-County Commuter)
Airport:	16 minute drive to Fort Lauderdale–Hollywood International Airport
Walk Score ®:	Very Walkable (83)
Transit Score ®:	Good Transit (61)

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.

1-51 N Federal Hwy - Palm Court Pavilion - Delray Plaza

Fort Lauderdale, FL 33301 - Downtown Fort Lauderdale Submarket



BUILDING

Type:	**Retail**
Subtype:	**Storefront Retail/O...**
Center Type:	**Strip Center**
Tenancy:	**Multiple**
Year Built:	**1996; Renov 2004**
GLA:	**25,888 SF**
Floors:	**1**
Typical Floor:	**25,888 SF**
Docks:	**None**

AVAILABILITY

Min Divisble:	**2,069 SF**
Max Contig:	**2,069 SF**
Total Available:	**2,069 SF**
Asking Rent:	**Withheld**

EXPENSES PER SF

Taxes:	**$4.71 (2013)**

SPACES

Floor	Suite	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	35	Retail	Relet	2,069	2,069	2,069	Withheld	30 Days	Negotiable

AMENITIES

Bus Line, Pylon Sign, Signage

TRAFFIC & FRONTAGE

Traffic Volume:	34,500 on E Broward Blvd & NE 3rd Ave (2017)
	52,500 on S Federal Hwy & SE 1st St (2017)
Frontage:	355' on E Broward Blvd (with 1 curb cut)
	400' on N Federal Highway (with 1 curb cut)

TRANSPORTATION

Parking:	134 Surface Spaces are available; Ratio of 4.67/1,000 SF
Commuter Rail:	9 minute drive to Fort Lauderdale Commuter Rail (Tri-County Commuter)
Airport:	17 minute drive to Fort Lauderdale–Hollywood International Airport
Walk Score ®:	Walker's Paradise (92)
Transit Score ®:	Good Transit (60)

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.

701 N Federal Hwy

Fort Lauderdale, FL 33304 - Downtown Fort Lauderdale Submarket

★★★★☆



BUILDING

Type:	**Retail**
Subtype:	**Restaurant**
Tenancy:	**Multiple**
Year Built:	**Under Construction**
GLA:	**22,000 SF**
Floors:	**1**
Typical Floor:	**22,000 SF**

AVAILABILITY

Min Divisble:	**1,059 SF**
Max Contig:	**4,461 SF**
Total Available:	**21,998 SF**
Asking Rent:	**Withheld**

EXPENSES PER SF

Taxes:	**$0.58 (2016)**

SPACES

Floor	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	Retail	New	2,665	2,665	2,665	Withheld	Apr 2020	1 - 2 Yrs
P 1st	Retail	New	1,146	1,146	1,146	Withheld	Apr 2020	1 - 2 Yrs
P 1st	Retail	New	1,431	1,431	1,431	Withheld	Apr 2020	1 - 2 Yrs
P 1st	Retail	New	1,545	1,545	1,545	Withheld	Apr 2020	1 - 2 Yrs
P 1st	Retail	New	1,551	1,551	1,551	Withheld	Apr 2020	1 - 2 Yrs
P 1st	Retail	New	1,435	1,435	1,435	Withheld	Apr 2020	1 - 2 Yrs
P 1st	Retail	New	1,220	1,220	1,220	Withheld	Apr 2020	1 - 2 Yrs
P 1st	Retail	New	1,607	1,607	1,607	Withheld	Apr 2020	1 - 2 Yrs
P 1st	Office	New	2,522 - 4,461	4,461	4,461	Withheld	Apr 2020	1 - 10 Yrs
P 1st	Office	New	1,939	1,939	1,939	Withheld	Apr 2020	1 - 10 Yrs
P 1st	Office	New	1,939	1,939	1,939	Withheld	Apr 2020	1 - 10 Yrs
P 1st	Retail	New	1,059	1,059	1,059	Withheld	Apr 2020	10 Yrs

TRAFFIC & FRONTAGE

Traffic Volume:	40,500 on N Federal Hwy & NE 7th St (2016)
	12,300 on NE 3rd Ave & NE 7th St (2017)
Frontage:	500' on Federal Highway

Made with TrafficMetrix® Products

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.

'01 N Federal Hwy

★★★★☆

Fort Lauderdale, FL 33304 - Downtown Fort Lauderdale Submarket

TRANSPORTATION

Walk Score ®:	Walker's Paradise (90)
Transit Score ®:	Some Transit (47)

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.

325-829 N Federal - 829 N. Federal Highway

★★☆☆☆

Fort Lauderdale, FL 33304 - Downtown Fort Lauderdale Submarket



BUILDING

Type:	**Retail**
Subtype:	**Storefront**
Tenancy:	**Multiple**
Year Built:	**1958**
GLA:	**3,000 SF**
Floors:	**1**
Typical Floor:	**3,000 SF**
Docks:	**None**

AVAILABILITY

Min Divisble:	**1,500 SF**
Max Contig:	**1,500 SF**
Total Available:	**1,500 SF**
Asking Rent:	**$24.00/N**

EXPENSES PER SF

Taxes:	**$1.75 (2017)**

SPACES

Floor	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
E 1st	Retail	Relet	1,500	1,500	1,500	$24.00/N	Vacant	Negotiable

AMENITIES

Signage

TRAFFIC & FRONTAGE

Traffic Volume:	40,500 on N Federal Hwy & NE 7th St (2016)
	41,000 on E Sunrise Blvd & NE 5th Ave (2017)
Frontage:	25' on N Federal Hwy

TRANSPORTATION

Parking:	3 free Surface Spaces are available; Ratio of 1.00/1,000 SF
Commuter Rail:	3 minute drive to Fort Lauderdale Commuter Rail (Tri-County Commuter)
Airport:	10 minute drive to Fort Lauderdale–Hollywood International Airport
Walk Score ®:	Very Walkable (88)
Transit Score ®:	Some Transit (47)

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.

903-929 N Federal Hwy - Searstown Plaza Fort Lauderdale

Fort Lauderdale, FL 33304 - Downtown Fort Lauderdale Submarket



BUILDING

Type:	Retail
Center Type:	Neighborhood Ce...
Year Built:	1956
GLA:	24,640 SF
Floors:	1
Typical Floor:	24,640 SF

AVAILABILITY

Min Divisble:	8,800 SF
Max Contig:	8,800 SF
Total Available:	8,800 SF
Asking Rent:	$18.00/NN

EXPENSES PER SF

Taxes:	$10.06 (2015)

SPACES

Floor	Suite	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	927	Retail	Relet	8,800	8,800	8,800	$18.00/NN	Vacant	Negotiable

TRAFFIC & FRONTAGE

Traffic Volume:	41,000 on E Sunrise Blvd & NE 5th Ave (2017)
	42,500 on E Sunrise Blvd & NE 2nd Ave (2017)
Frontage:	391' on Federal Hwy
	94' on Sunrise Blvd
	309' on Flagler Dr

Maps with TrafficMetrix® Products

TRANSPORTATION

Walk Score ®:	Very Walkable (86)
Transit Score ®:	Some Transit (48)

718-720 Flagler Dr

Fort Lauderdale, FL 33304 - Central Broward Ind Submarket

★★☆☆☆



BUILDING

Type:	**Class B Industrial**
Subtype:	**Showroom**
Tenancy:	**Multiple**
Year Built:	**1959; Renov 2018**
RBA:	**8,574 SF**
Floors:	**1**
Typical Floor:	**8,574 SF**
Ceiling Ht:	**14'**

AVAILABILITY

Min Divisble:	**2,111 SF**
Max Contig:	**8,574 SF**
Total Available:	**8,574 SF**
Asking Rent:	**$30.00/NNN**

EXPENSES PER SF

Taxes:	**$2.46 (2015)**

SPACES

Floor	Suite	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	1	Off/Ret	New	2,111 - 8,574	8,574	8,574	$30.00/NNN	30 Days	Negotiable

LOADING

Docks:	**None**	Cross Docks:	**None**
Cranes:	**None**	Rail Spots:	**None**

FEATURES

24 Hour Availability, Air Conditioning, Central Employment Area, Signage

LAND

Land Area:	**0.14 AC**
Zoning:	**RAC-UV**
Parcel	**49-42-34-07-1580**

TRANSPORTATION

Parking:	Surface Spaces @ $0.00/mo
Commuter Rail:	1 minute drive to Fort Lauderdale Commuter Rail (Tri-County Commuter)
Airport:	12 minute drive to Fort Lauderdale–Hollywood International Airport

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.

900 N Flagler Dr - The Hive

Fort Lauderdale, FL 33304 - Downtown Fort Lauderdale Submarket

★★★☆☆



BUILDING

Type:	**Retail**
Subtype:	**Freestanding**
Tenancy:	**Multiple**
Year Built:	**1961; Renov 2017**
GLA:	**14,118 SF**
Floors:	**1**
Typical Floor:	**14,118 SF**

AVAILABILITY

Min Divisible:	**865 SF**
Max Contig:	**865 SF**
Total Available:	**865 SF**
Asking Rent:	**$45.00/NNN**

EXPENSES PER SF

Taxes:	**$1.61 (2016)**
Opex:	**$2.39 (2016)**
Total Expenses:	**$4.00 (2016)**

SPACES

Floor	Suite	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	906	Retail	Relet	865	865	865	$45.00/NNN	60 Days	Negotiable

AMENITIES

24 Hour Availability, Restaurant, Signage

TRAFFIC & FRONTAGE

Traffic Volume:	41,000 on E Sunrise Blvd & NE 5th Ave (2017)
	42,500 on E Sunrise Blvd & NE 2nd Ave (2017)

More with TrafficMetrix® Products

TRANSPORTATION

Commuter Rail:	2 minute drive to Fort Lauderdale Commuter Rail (Tri-County Commuter)
Airport:	13 minute drive to Fort Lauderdale–Hollywood International Airport
Walk Score ®:	Very Walkable (86)
Transit Score ®:	Some Transit (48)

HALLIDAY GROUP

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.

CoStar

301 Progresso Dr - Progresso Plaza

Fort Lauderdale, FL 33304 - Downtown Fort Lauderdale Submarket



BUILDING

Type:	**Class C Office**
Tenancy:	**Multiple**
Year Built:	**1935**
RBA:	**12,000 SF**
Floors:	**2**
Typical Floor:	**6,157 SF**

AVAILABILITY

Min Divisble:	**350 SF**
Max Contig:	**2,000 SF**
Total Available:	**4,350 SF**
Asking Rent:	**$$23.52 - $28.00**

EXPENSES PER SF

Taxes:	**$1.40 (2017)**
Opex:	**$6.00 (2006)**

SPACES

Floor	Suite	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	110	Retail	Relet	500	500	500	$26.40/FS	Vacant	Negotiable
P 1st	111-114	Retail	Relet	500 - 2,000	2,000	2,000	$28.00/+ELEC	Vacant	Negotiable
P 2nd	201	Office	Relet	750 - 1,000	1,000	1,000	$28.00/+ELEC	Vacant	Negotiable
P 2nd	202	Office	Relet	350	350	350	$27.43/+ELEC	Vacant	Negotiable
P 2nd	205	Office	Relet	500	500	500	$23.52/+ELEC	Vacant	Negotiable

AMENITIES

Bus Line

TRANSPORTATION

Parking:	Ratio of 0.00/1,000 SF
Commuter Rail:	2 minute drive to Fort Lauderdale Commuter Rail (Tri-County Commuter)
Airport:	11 minute drive to Fort Lauderdale–Hollywood International Airport
Walk Score ®:	Very Walkable (88)
Transit Score ®:	Some Transit (49)

550 W Sunrise Blvd

★★★☆☆

Fort Lauderdale, FL 33311 - Central Broward Ind Submarket



BUILDING

Type:	**Class B Flex**
Subtype:	**Showroom**
Year Built:	**1979; Renov 2018**
RBA:	**27,000 SF**
Floors:	**1**
Typical Floor:	**27,000 SF**

AVAILABILITY

Min Divisble:	**3,447 SF**
Max Contig:	**16,447 SF**
Total Available:	**16,447 SF**
Asking Rent:	**$$15.00 - $18.00/NNN**

EXPENSES PER SF

Taxes:	**$2.04 (2015)**

SPACES

Floor	Suite	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st		Off/Ret	New	13,000	16,447	16,447	$18.00/NNN	Vacant	3 - 10 Yrs
P 1st	MEZZ	Flex	New	3,447	16,447	16,447	$15.00/NNN	Vacant	3 - 10 Yrs

LOADING

Docks:	**2 ext**

LAND

Land Area:	**0.80 AC**
Zoning:	**B-3**
Parcel:	**49-42-34-05-5140**

TRANSPORTATION

Parking:	30 Surface Spaces are available; Ratio of 1.11/1,000 SF
Commuter Rail:	2 minute drive to Fort Lauderdale Commuter Rail (Tri-County Commuter)
Airport:	13 minute drive to Fort Lauderdale–Hollywood International Airport
Walk Score ®:	Very Walkable (84)
Transit Score ®:	Some Transit (49)

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.

700 W Sunrise Blvd - SAT

★★★★☆

Fort Lauderdale, FL 33311 - Fort Lauderdale Submarket



BUILDING

Type:	**Retail**
Subtype:	**Storefront Retail/O...**
Tenancy:	**Single**
Year Built:	**2008**
GLA:	**12,900 SF**
Floors:	**2**
Typical Floor:	**6,450 SF**

AVAILABILITY

Min Divisible:	**2,000 SF**
Max Contig:	**12,900 SF**
Total Available:	**12,900 SF**
Asking Rent:	**$26.00 - 35.00/NNN**

EXPENSES PER SF

Taxes:	**$6.30 (2016)**

SPACES

Floor	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	Off/Ret	Relet	2,000 - 12,900	12,900	12,900	$26.00 - 35.00/NNN	120 Days	5 - 10 Yrs

TRAFFIC & FRONTAGE

Traffic Volume:	52,500 on W Sunrise Blvd & NW 7th Ter (2017)
	61,000 on W Sunrise Blvd & NW 4th Ave (2017)
Frontage:	140' on Sunrise Boulevard

TRANSPORTATION

Parking:	66 Surface Spaces are available; Ratio of 5.12/1,000 SF
Commuter Rail:	2 minute drive to Fort Lauderdale Commuter Rail (Tri-County Commuter)
Airport:	9 minute drive to Fort Lauderdale–Hollywood International Airport
Walk Score ®:	Very Walkable (84)
Transit Score ®:	Some Transit (48)

)00-930 W Sunrise Blvd - Sunrise Center

Fort Lauderdale, FL 33311 - Fort Lauderdale Submarket



BUILDING

Type:	**Retail**
Center Type:	**Strip Center**
Tenancy:	**Multiple**
Year Built:	**1949**
GLA:	**14,755 SF**
Floors:	**1**
Typical Floor:	**14,755 SF**

AVAILABILITY

Min Divisble:	**3,800 SF**
Max Contig:	**3,800 SF**
Total Available:	**3,800 SF**
Asking Rent:	**$12.00/NNN**

EXPENSES PER SF

Taxes:	**$2.50 (2017)**

SPACES

Floor	Use	Type	SF Avail	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	Retail	Relet	3,800	3,800	3,800	$12.00/NNN	Vacant	3 - 10 Yrs

AMENITIES

Bus Line, Signage, Signalized Intersection

TRAFFIC & FRONTAGE

Traffic Volume:	52,500 on W Sunrise Blvd & NW 7th Ter (2017)
	23,000 on NW 9th Ave & NW 12th St (2017)
Frontage:	131' on W Sunrise Blvd

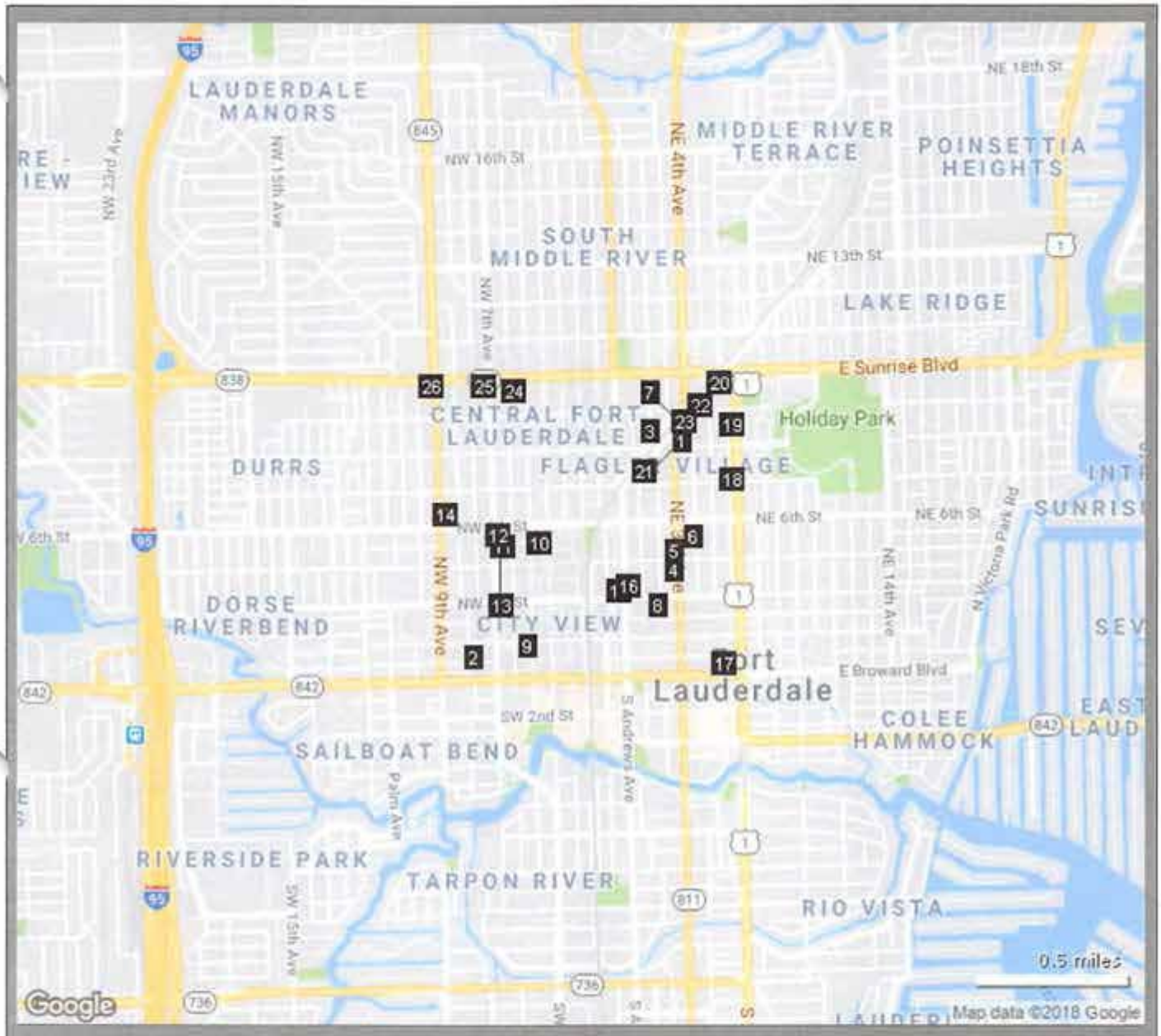
TRANSPORTATION

Parking:	26 Surface Spaces are available; Ratio of 1.89/1,000 SF
Commuter Rail:	9 minute drive to Fort Lauderdale Commuter Rail (Tri-County Commuter)
Airport:	16 minute drive to Fort Lauderdale–Hollywood International Airport
Walk Score ®:	Very Walkable (79)
Transit Score ®:	Some Transit (46)

BUILDING NOTES

Neigborhood strip center anchored by foot locker with superb visibility at corner of Sunrise Blvd and Powerline Rd. in Fort lauderdale. Fully tenanted with no vacancies over the last three years. Returning a 6.3 % cap.

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.



	Address	City	Property Type	Property Size	Space Avail	Rent/SF/Yr
1	702-704 NE 1st Ave	Fort Lauderdale	Retail/Storefront Retail/Office	8,761 SF	2,248 SF	Withheld
2	729-731 NW 1st St	Fort Lauderdale	Class C Office/Loft/Creative Space	9,544 SF	2,500 SF	$18.00
3	837 NE 2nd Ave	Fort Lauderdale	Retail	2,413 SF	2,413 SF	$30.00
4	441 NE 3rd Ave	Fort Lauderdale	Retail/Restaurant	12,053 SF	12,000 SF	Withheld
5	509 NE 3rd Ave	Fort Lauderdale	Class C Office	3,816 SF	3,816 SF	$40.00-$45.00
6	521 NE 4th Ave	Fort Lauderdale	Class B Office/Office/Residential	8,000 SF	4,000 SF	$30.00-$35.00
7	817 NE 4th Ave	Fort Lauderdale	Retail/Storefront Retail/Office	5,528 SF	5,528 SF	Withheld
8	120 NE 4th St	Fort Lauderdale	Retail/Storefront Retail/Residential	2,100 SF	2,100 SF	Withheld
9	199 NW 5th Ave	Fort Lauderdale	Retail/Restaurant	5,000 SF	5,000 SF	Withheld

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028.
Only properties with valid lat/lon display on map

	Address	City	Property Type	Property Size	Space Avail	Rent/SF/Yr
10	450 NW 5th Ct	Fort Lauderdale	Class C Office	6,153 SF	6,153 SF	Withheld
11	510-540 NW 7th Ave	Fort Lauderdale	Retail/Freestanding (Neighborhood Center)	35,190 SF	5,163 SF	$25.00-$40.00
12	550 NW 7th Ave	Fort Lauderdale	Retail/Restaurant (Neighborhood Center)	8,000 SF	3,240 SF	$35.00
13	560 NW 7th St	Fort Lauderdale	Retail/Freestanding (Neighborhood Center)	2,313 SF	1,563 SF	$40.00
14	612 NW 9th Ave	Fort Lauderdale	Retail/Storefront Retail/Office	4,549 SF	4,549 SF	Withheld
15	407-413 N Andrews Ave	Fort Lauderdale	Retail/Storefront Retail/Residential	10,696 SF	8,211 SF	$25.00
16	412-416 N Andrews Ave	Fort Lauderdale	Retail/Storefront Retail/Office	4,095 SF	2,730 SF	$30.00
17	1-51 N Federal Hwy	Fort Lauderdale	Retail/Storefront Retail/Office (Strip Center)	25,888 SF	2,069 SF	Withheld
18	701 N Federal Hwy	Fort Lauderdale	Retail/Restaurant	22,000 SF	21,998 SF	Withheld
19	825-829 N Federal Hwy	Fort Lauderdale	Retail/Storefront	3,000 SF	1,500 SF	$24.00
20	903-929 N Federal Hwy	Fort Lauderdale	Retail/(Neighborhood Center)	24,640 SF	8,800 SF	$18.00
21	718-720 Flagler Dr	Fort Lauderdale	Class B Industrial/Showroom	8,574 SF	8,574 SF	Withheld
22	900 N Flagler Dr	Fort Lauderdale	Retail/Freestanding	14,118 SF	865 SF	$45.00
23	901 Progresso Dr	Fort Lauderdale	Class C Office	12,000 SF	12,000 SF	$23.52-$28.00
24	550 W Sunrise Blvd	Fort Lauderdale	Class B Flex/Showroom	27,000 SF	16,447 SF	$15.00
25	700 W Sunrise Blvd	Fort Lauderdale	Retail/Storefront Retail/Office	12,900 SF	12,900 SF	Withheld
26	900-930 W Sunrise Blvd	Fort Lauderdale	Retail/(Strip Center)	14,755 SF	3,800 SF	$12.00

Copyrighted report licensed to Halliday Group Realty Advisors, Inc. - 451028
Only properties with valid lat/lon display on map

SECTION 10

THRIVE PROGRESSO™
BUSINESS DISTRICT

JOBS CREATION

THRIVE PROGRESSO™ has more than 60,000 square feet of space that will be home for numerous businesses that are anticipated to employ approximately 180 people. With a wide range of possible tenants, from culinary to chiropractor, event planning to restaurant, and professional offices to personal services, numerous employment opportunities will eventually need to be filled.

Initially, the more than 60,000 square feet that comprises THRIVE PROGRESSO™ will undergo extensive renovations that will provide employment opportunities for many construction tradespeople to perform work such as demolition, electrical, plumbing, painting, flooring, drywall, and landscaping, to name a few. As plans are drawn and new tenant projects are identified, many of these tasks will offered for bid by the local construction community.

To enhance the project's positive long-term impact on the local community, a dedicated website, showcasing THRIVE PROGRESSO™'s unique "business community" environment and leasing opportunities, will also feature an element called the "Employment Exchange." This has been designed to provide both THRIVE PROGRESO™'s tenant's and potential employees with an efficient and effective environment to "meet" each other. Tenants will be able to post specific employment opportunities on the Employment Exchange as well as contact one of THRIVE PROGRESSO™'s Employment Exchange Partners, which are detailed on the following page, to request access to employee candidates with specific skills or training consistent with the Partner's curriculum or database. The platform also features an active "employee posting" area where individuals can post information about their skills or desire to seek training in specific employment categories. Initially, the Employment Exchange will cater to THRIVE PROGRESSO™'s tenants. However, as the tenant population grows, it is anticipated the Employment Exchange will be expanded to include other businesses within the NWPF CRA District to provide the best opportunity for the community to benefit from this exciting transformation of the business area.

THRIVE PROGRESSO™
EMPLOYMENT EXCHANGE PARTNERS

To ensure the Employment Exchange program is an effective and sustainable program, we have met with and enlisted the participation of the following organizations (in alphabetical order) that specialize in the education, training and placement of skilled job applicants:

Broward College – BrowardUP Program
Contact: Dr. Mildred Coyne

Broward County Public Schools
Contact: Lynn Goldman
Coordinator, Community Relations
Atlantic, McFatter and Sheridan
Technical Colleges

CareerSource Broward
Contact: Jack Bennings
Director – Workforce Services

Junior Achievement of South Florida
Contacts: Debbie Elliott
Senior Director of Workforce Development

Ken Urquhart
Workforce Employment Manager

OIC (Opportunities Industrialization Center) of South Florida
Contacts: Newton Sanon
President & CEO

Steffen Lue
Employment Service Manager

As more employment organizations are identified, the list of "partners" will be expanded to include them.

THRIVE PROGRESSO™
ECONOMIC DEVELOPMENT PARTNERS

In addition to the above, we have also enlisted the assistance of the following economic development organizations to assist with identifying prospective tenants and employment incentive programs that can enhance the employment opportunities of both Thrive Progresso's employers and prospective employees:

City of Fort Lauderdale
Department of Sustainable Development
Contact: Michael Chen
Economic & Business
Development Manager

Greater Fort Lauderdale Alliance
Contact: David Coddington
Vice President – Business Development

As with the Employment Exchange Partners program, we will be continually looking to identify additional Economic Development Partners to expand the reach of the program and the diversification of the tenant population.



Thrive Progresso



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	701-745 NW 5 AVENUE, FORT LAUDERDALE FL 33311	ID #	4942 34 06 9460
Property Owner	BAYIT INVESTMENTS LLC	Millage	0312
Mailing Address	9232 ABBOTT AVE MIAMI FL 33154	Use	48
Abbr Legal Description	PROGRESSO 2-18 D LOTS 7 THRU 24 BLK 281		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2019	$607,490	$2,312,030	$2,919,520	$2,919,520	
2018	$607,490	$2,312,030	$2,919,520	$2,910,740	$54,121.26
2017	$607,490	$2,038,640	$2,646,130	$2,646,130	$50,110.05

2019 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	$2,919,520	$2,919,520	$2,919,520	$2,919,520
Portability	0	0	0	0
Assessed/SOH	$2,919,520	$2,919,520	$2,919,520	$2,919,520
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$2,919,520	$2,919,520	$2,919,520	$2,919,520

Sales History			
Date	Type	Price	Book/Page or CIN
10/18/2016	WD-Q	$2,700,000	114056335
12/8/2008	QC*-T	$100	45861 / 1597
11/10/2004	WD*	$1,658,400	38559 / 1800
9/8/1993	QCD	$100	21098 / 567

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations		
Price	Factor	Type
$10.00	60,749	SF
Adj. Bldg. S.F. (Card, Sketch)		32202
Eff./Act. Year Built: 1974/1973		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
W								
32202								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Photographs for Parcel ID 494234-06-9460, displayed on 5/3/2019

Photo indexed on 4/11/2018



Photo indexed on 1/4/2018



Photo indexed on 10/9/2017



More pictures may be available on an external website called Google Street View. Click here to exit our site and visit Google Street View. Any concerns about images displayed on Google Street View must be addressed directly to Google.com



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	744-748 NW 5 AVENUE, FORT LAUDERDALE FL 33311	ID #	4942 34 07 0200
Property Owner	744-748 NW 5 AVE LLC	Millage	0312
Mailing Address	746 NW 5 AVE FORT LAUDERDALE FL 33311	Use	48
Abbr Legal Description	PROGRESSO 2-18 D LOTS 43 THRU 48 AND W1/2 OF LOTS 38 THRU 42 BLK 282		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2019	$294,040	$568,720	$862,760	$862,760	
2018	$294,040	$378,730	$672,770	$672,770	$12,824.80
2017	$294,040	$325,590	$619,630	$619,630	$12,058.85

2019 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$862,760	$862,760	$862,760	$862,760
Portability	0	0	0	0
Assessed/SOH	$862,760	$862,760	$862,760	$862,760
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$862,760	$862,760	$862,760	$862,760

Sales History

Date	Type	Price	Book/Page or CIN
9/14/2018	WD-Q	$1,500,000	115387730
8/31/2016	WD-D	$510,000	113924881
8/31/2016	TD-T	$100	113924880
3/2/2005	QCD	$100	39183 / 205
6/11/1999	WD	$275,000	29600 / 1307

Land Calculations

Price	Factor	Type
$10.25	20,250	SF
$10.25	8,437	SF
Adj. Bldg. S.F. (Card, Sketch)		10770
Eff./Act. Year Built: 1953/1952		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
W								
10770								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Photographs for Parcel ID 494234-07-0200, displayed on 5/3/2019

Photo indexed on 10/10/2017



More pictures may be available on an external website called Google Street View. Click here to exit our site and visit Google Street View. Any concerns about images displayed on Google Street View must be addressed directly to Google.com



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	710-726 NW 5 AVENUE, FORT LAUDERDALE FL 33311	ID #	4942 34 07 0100
Property Owner	710 NW 5TH AVENUE LLC	Millage	0312
Mailing Address	9232 ABBOTT AVE MIAMI FL 33154	Use	48
Abbr Legal Description	PROGRESSO 2-18 D LOTS 21,28 THRU 37 AND E1/2 OF LOTS 38 THRU 42 BLK 282		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2019	$455,630	$1,163,350	$1,618,980	$1,451,930	
2018	$455,630	$864,310	$1,319,940	$1,319,940	$24,850.85
2017	$455,630	$752,090	$1,207,720	$1,186,860	$22,951.99

2019 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$1,618,980	$1,618,980	$1,618,980	$1,618,980
Portability	0	0	0	0
Assessed/SOH	$1,451,930	$1,618,980	$1,451,930	$1,451,930
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$1,451,930	$1,618,980	$1,451,930	$1,451,930

Sales History

Date	Type	Price	Book/Page or CIN
5/25/2017	WD-Q	$1,300,000	114424160
10/17/2003	WD	$825,000	36877 / 304
8/20/2002	WD	$665,000	33744 / 942
10/22/1998	QCD	$100	29140 / 1490
2/6/1996	QC*	$100	24531 / 525

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
$10.00	45,563	SF
Adj. Bldg. S.F. (Card, Sketch)		17277
Eff./Act. Year Built: 1984/1983		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
W								
17277								



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Photographs for Parcel ID 494234-07-0100, displayed on 5/3/2019

Photo indexed on 10/10/2017



More pictures may be available on an external website called Google Street View.
Click here to exit our site and visit Google Street View. Any concerns about images displayed on Google Street View must be addressed directly to Google.com



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	413-415 NW 7 STREET, FORT LAUDERDALE FL 33311	ID #	4942 34 07 0120
Property Owner	413 NW 7TH STREET LLC	Millage	0312
Mailing Address	9232 ABBOTT AVE SURFSIDE FL 33154-3012	Use	10
Abbr Legal Description	PROGRESSO 2-18 D LOT 25 TO 27 BLK 282		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2019	$159,470	$1,790	$161,260	$161,260	
2018	$60,750	$1,790	$62,540	$57,660	$1,078.03
2017	$50,630	$1,790	$52,420	$52,420	$2,509.23

2019 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$161,260	$161,260	$161,260	$161,260
Portability	0	0	0	0
Assessed/SOH	$161,260	$161,260	$161,260	$161,260
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$161,260	$161,260	$161,260	$161,260

Sales History

Date	Type	Price	Book/Page or CIN
9/26/2018	WD-Q	$180,000	115362827
5/6/2013	QCD-T	$100	111531921
11/14/2012	TXD-D	$52,000	49253 / 871
2/8/2002	WD	$67,000	32762 / 1698
7/1/1989	CET	$100	16604 / 198

Land Calculations

Price	Factor	Type
$15.75	10,125	SF
Adj. Bldg. S.F. (Card, Sketch)		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
L								
1								



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	405 NW 7 STREET, FORT LAUDERDALE FL 33311	ID #	4942 34 07 0110
Property Owner	413 NW 7TH STREET LLC	Millage	0312
Mailing Address	9232 ABBOTT AVE SURFSIDE FL 33154	Use	01
Abbr Legal Description	PROGRESSO 2-18 D LOT 22 TO 24 BLK 282		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2019	$55,690	$160,600	$216,290	$216,290	
2018	$55,690	$148,380	$204,070	$135,490	$3,410.87
2017	$50,630	$123,070	$173,700	$123,180	$3,118.18

2019 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$216,290	$216,290	$216,290	$216,290
Portability	0	0	0	0
Assessed/SOH	$216,290	$216,290	$216,290	$216,290
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$216,290	$216,290	$216,290	$216,290

Sales History

Date	Type	Price	Book/Page or CIN
4/23/2018	WD-Q	$225,000	115040465
5/16/2013	WD-Q	$104,000	111576163
1/21/2013	WD-D	$84,000	111287060
10/20/2010	SWD-Q-DS	$46,500	47484 / 1645
3/25/2010	CET-T	$100	47007 / 105

Land Calculations

Price	Factor	Type
$5.50	10,125	SF
Adj. Bldg. S.F. (Card, Sketch)		1515
Units/Beds/Baths		2/6/4
Eff./Act. Year Built: 1953/1952		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
R								
2								

MARTY KIAR BROWARD COUNTY PROPERTY APPRAISER

Photographs for Parcel ID 494234-07-0110, displayed on 5/3/2019

Photo indexed on 6/20/2017



More pictures may be available on an external website called Google Street View. Click here to exit our site and visit Google Street View. Any concerns about images displayed on Google Street View must be addressed directly to Google.com

THRIVE
STOP

AIOFO

PHOTO

GALAX

M.R.C. General Contractors, INC.

Office ● 4419 NE 10th Avenue ● Fort Lauderdale, FL 33334 ● Phone (954) 772-3030 Facsimile ● (954) 771-2769

CGC 023805

May 20, 2019

Mr. Bob Wojcik
Economic Reinvestment Coordinator - Planner III
City of Fort Lauderdale
Department of Sustainable Development
NWPF Community Redevelopment Agency
914 NW 6th Street, Suite 200
Fort Lauderdale, FL 33311

Re: Thrive Progresso Development - Proposed Redevelopment Budget
Confirmation of Estimated Projected Costs

Dear Mr. Wojcik:

This confirms that we were instrumental in the preparation of the attached Thrive Progresso Development -Proposed Redevelopment Budget. We believe the estimated unit costs (individual items, square feet, linear feet and AC tonnage) used in the preparation of the proposed budget are reasonable and consistent with the current market costs and that the total estimated budget average of approximately $75.00 per square foot for the total 60,000 square foot project is reasonable given the anticipated scope of work to be performed.

Sincerely,

Ron E. Lunsford

PEREZ
ASSOCIATES
ARCHITECTURE & PLANNING

Mr. Bob Wojcik
Economic Reinvestment Coordinator – Planner III
City of Fort Lauderdale, Department of Sustainable Development
NWPF Community Redevelopment Agency
914 N.W. 6th Street, Suite 200
Fort Lauderdale, FL 33311

Re: Thrive Progresso Development –
Proposed Redevelopment Estimated Projected Costs

Dear Mr. Wojcik:
The past year my firm has prepared the preliminary site schematics and proposed redevelopment modifications of the project referenced above. I have reviewed the estimated costs used to prepare the attached Thrive Progresso Development – Proposed Redevelopment Budget prepared by Halliday Group Development. This letter is to inform you that, to the best of my knowledge and belief, the costs reasonably reflect current market conditions and that the total estimated budget average of approximately $75.00 per square foot is appropriate given the age and condition of the buildings and the extensive amount of work that will be necessary to improve them to the level of finish the owners are planning on.

Sincerely yours,

Frank Perez,
President

3045 N. Federal Highway
Suite 46
Fort Lauderdale, FL 33306
Ph: (954) 567-2062
Fax: (954) 567-2063
Reg. No. AA 26000661

THRIVE PROGRESSO DEVELOPMENT - PROPOSED REDEVELOPMENT BUDGET

SUMMARY - BLDGS A, B, C, D, E, F - 60,249 SF

TRADES DESCRIPTION	TRADES SUB-CATEGORY	ID #4942-34-07-0100 (BLDGS A & B)	ID #4942-34-06-9460 (BLDGS C & D)	ID #4942-34-07-0200 (BLDGS E & F)	ID #4942-34-07-0110 & ID #4942-34-07-0120 (VACANT LOTS)	TOTAL
AWNINGS	CANVAS & METAL	$ 10,500.00	$ 21,000.00	$ 4,200.00	$ -	$ 35,700.00
DOORS	INTERIOR	$ 13,200.00	$ 28,800.00	$ 7,600.00	$ -	$ 49,600.00
	EXTERIOR - SNGL	$ 42,900.00	$ 62,700.00	$ 16,500.00	$ -	$ 122,100.00
	EXTERIOR - DBL	$ 72,000.00	$ 176,000.00	$ 32,000.00	$ -	$ 280,000.00
	OVERHEAD	$ 168,000.00	$ 300,000.00	$ 72,000.00	$ -	$ 540,000.00
DRYWALL	SINGLE-SIDE	$ 48,230.00	$ 102,410.00	$ 32,900.00	$ -	$ 183,540.00
	DOUBLE-SIDE	$ 91,826.00	$ 126,224.00	$ 9,506.00	$ -	$ 227,556.00
ELECTRICAL		$ 57,750.00	$ 101,500.00	$ 22,750.00	$ 25,000.00	$ 207,000.00
ELEVATOR		$ -	$ -	$ 50,000.00	$ -	$ 50,000.00
FENCING		$ -	$ -	$ -	$ 71,250.00	$ 71,250.00
FLOORS		$ 51,831.00	$ 96,606.00	$ 32,310.00	$ -	$ 180,747.00
GLAZING		$ 24,000.00	$ 24,000.00	$ 12,000.00	$ -	$ 60,000.00
HVAC	UNIT	$ 58,500.00	$ 104,000.00	$ 35,100.00	$ -	$ 197,600.00
	ROOF CURB	$ 45,000.00	$ 80,000.00	$ 27,500.00	$ -	$ 152,500.00
IRRIGATION		$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 22,500.00
LANDSCAPING		$ 15,000.00	$ 15,000.00	$ 25,000.00	$ 45,000.00	$ 100,000.00
LIGHTING	EXTERIOR	$ 15,000.00	$ 20,000.00	$ 10,000.00	$ 25,000.00	$ 70,000.00
	INTERIOR	$ 25,500.00	$ 48,000.00	$ 16,500.00	$ -	$ 90,000.00
MASONRY		$ 7,000.00	$ 10,000.00	$ 2,000.00	$ -	$ 19,000.00
PAINTING	INTERIOR	$ 36,318.00	$ 52,507.00	$ 9,296.00	$ -	$ 98,121.00
	EXTERIOR	$ 15,205.00	$ 17,301.00	$ 9,698.00	$ -	$ 42,204.00
PAVERS	PARKING	$ 14,655.60	$ 35,995.00	$ 10,520.20	$ 4,738.00	$ 65,908.80
	WALKING	$ 15,676.80	$ 14,421.00	$ 4,250.40	$ -	$ 34,348.20
PLUMBING	RESTROOMS	$ 140,000.00	$ 259,000.00	$ 49,000.00	$ -	$ 448,000.00
	FIRE SYSTEM	$ -	$ 30,000.00	$ -	$ -	$ 30,000.00
ROOFS	REPAIRS	$ 24,187.80	$ 45,082.80	$ 6,617.40	$ -	$ 75,888.00
	INSULATE COAT	$ 47,511.75	$ 88,555.50	$ 22,192.50	$ -	$ 158,259.75
ROOF GUTTERS		$ 7,018.00	$ 10,780.00	$ 3,311.00	$ -	$ 21,109.00
SIGNAGE	PROJECT	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 20,000.00
	TENANT	$ 3,500.00	$ 7,500.00	$ 1,750.00	$ -	$ 12,750.00
SITEWORK		$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 190,000.00	$ 340,000.00
STUCCO		$ 91,230.00	$ 103,806.00	$ 58,188.00	$ -	$ 253,224.00
TELECOM/SECURITY		$ 10,000.00	$ 15,000.00	$ 5,000.00	$ 5,000.00	$ 35,000.00
CONSTRUCTION MGMT		$ 60,577.00	$ 102,809.42	$ 32,384.48	$ 18,924.40	$ 214,695.29
TOTAL		$ 1,272,116.95	$ 2,158,997.72	$ 680,073.98	$ 397,412.40	$ 4,508,601.04

THRIVE PROGRESSO DEVELOPMENT - PROPOSED REDEVELOPMENT BUDGET

ID #4942-34-07-0100 (BLDGS A & B - 17,277 SF)

TRADES DESCRIPTION	TRADES SUB-CATEGORY	QUANTITY OF UNITS		UNIT COST	ID #4942-34-07-0100 (BLDGS A & B)
AWNINGS	CANVAS & METAL	30	EA	$ 350.00	$ 10,500.00
DOORS	INTERIOR	33	EA	$ 400.00	$ 13,200.00
	EXTERIOR - SNGL	13	EA	$ 3,300.00	$ 42,900.00
	EXTERIOR - DBL	9	EA	$ 8,000.00	$ 72,000.00
	OVERHEAD	14	EA	$ 12,000.00	$ 168,000.00
DRYWALL	SINGLE-SIDE	689	LF	$ 70.00	$ 48,230.00
	DOUBLE-SIDE	937	LF	$ 98.00	$ 91,826.00
ELECTRICAL		33	EST	$ 1,750.00	$ 57,750.00
ELEVATOR	N/A				$ -
FENCING	N/A				$ -
FLOORS		17,277	SF	$ 3.00	$ 51,831.00
GLAZING	20 UNITS AT 16 SF EACH	320	SF	$ 75.00	$ 24,000.00
HVAC	UNIT	45	TON	$ 1,300.00	$ 58,500.00
	ROOF CURB	18	EA	$ 2,500.00	$ 45,000.00
IRRIGATION		1	EST	$ 5,000.00	$ 5,000.00
LANDSCAPING		1	EST	$ 15,000.00	$ 15,000.00
LIGHTING	EXTERIOR	1	EST	$ 15,000.00	$ 15,000.00
	INTERIOR	17	EST	$ 1,500.00	$ 25,500.00
MASONRY	EXTERIOR	700	SF	$ 10.00	$ 7,000.00
PAINTING	INTERIOR	36,318	SF	$ 1.00	$ 36,318.00
	EXTERIOR	15,205	SF	$ 1.00	$ 15,205.00
PAVERS	PARKING	3,186	SF	$ 4.60	$ 14,655.60
	WALKING	3,408	SF	$ 4.60	$ 15,676.80
PLUMBING	RESTROOMS	20	EA	$ 7,000.00	$ 140,000.00
	FIRE SYSTEM (N/A)				$ -
ROOFS	REPAIRS	17,277	SF	$ 1.40	$ 24,187.80
	INSULATION COATING	17,277	SF	$ 2.75	$ 47,511.75
ROOF GUTTERS		1,276	LF	$ 5.50	$ 7,018.00
SIGNAGE	PROJECT	1	EA	$ 5,000.00	$ 5,000.00
	TENANT	14	EA	$ 250.00	$ 3,500.00
SITEWORK		1	EST	$ 50,000.00	$ 50,000.00
STUCCO		15,205	SF	$ 6.00	$ 91,230.00
TELECOM/SECURITY		1	EST	$ 10,000.00	$ 10,000.00
CONSTRUCTION MGMT				5%	$ 60,577.00
TOTAL					**$ 1,272,116.95**

THRIVE PROGRESSO DEVELOPMENT - PROPOSED REDEVELOPMENT BUDGET

ID #4942-34-06-9460 (BLDGS C & D - 32,202 SF)

TRADES DESCRIPTION	TRADES SUB-CATEGORY	QUANTITY OF UNITS		UNIT COST	ID #4942-34-06-9460 (BLDGS C & D)
AWNINGS	CANVAS & METAL	60	EA	$ 350.00	$ 21,000.00
DOORS	INTERIOR	72	EA	$ 400.00	$ 28,800.00
	EXTERIOR - SNGL	19	EA	$ 3,300.00	$ 62,700.00
	EXTERIOR - DBL	22	EA	$ 8,000.00	$ 176,000.00
	OVERHEAD	25	EA	$ 12,000.00	$ 300,000.00
DRYWALL	SINGLE-SIDE	1,463	LF	$ 70.00	$ 102,410.00
	DOUBLE-SIDE	1,288	LF	$ 98.00	$ 126,224.00
ELECTRICAL		58	EST	$ 1,750.00	$ 101,500.00
ELEVATOR	N/A				$ -
FENCING	N/A				$ -
FLOORS		32,202	SF	$ 3.00	$ 96,606.00
GLAZING	20 UNITS AT 16 SF EACH	320	SF	$ 75.00	$ 24,000.00
HVAC	UNIT	80	TON	$ 1,300.00	$ 104,000.00
	ROOF CURB	32	EA	$ 2,500.00	$ 80,000.00
IRRIGATION		1	EST	$ 5,000.00	$ 5,000.00
LANDSCAPING		1	EST	$ 15,000.00	$ 15,000.00
LIGHTING	EXTERIOR	1	EST	$ 20,000.00	$ 20,000.00
	INTERIOR	32	EST	$ 1,500.00	$ 48,000.00
MASONRY	EXTERIOR	1000	SF	$ 10.00	$ 10,000.00
PAINTING	INTERIOR	52,507	SF	$ 1.00	$ 52,507.00
	EXTERIOR	17,301	SF	$ 1.00	$ 17,301.00
PAVERS	PARKING	7,825	SF	$ 4.60	$ 35,995.00
	WALKING	3,135	SF	$ 4.60	$ 14,421.00
PLUMBING	RESTROOMS	37	EA	$ 7,000.00	$ 259,000.00
	FIRE SYSTEM	1	EST	$ 30,000.00	$ 30,000.00
ROOFS	REPAIRS	32,202	SF	$ 1.40	$ 45,082.80
	INSULATE COATING	32,202	SF	$ 2.75	$ 88,555.50
ROOF GUTTERS		1,960	LF	$ 5.50	$ 10,780.00
SIGNAGE	PROJECT	1	EA	$ 5,000.00	$ 5,000.00
	TENANT	30	EA	$ 250.00	$ 7,500.00
SITEWORK		1	EST	$ 50,000.00	$ 50,000.00
STUCCO		17,301	SF	$ 6.00	$ 103,806.00
TELECOM/SECURITY		1	EST	$ 15,000.00	$ 15,000.00
CONSTRUCTION MGMT				5%	$ 102,809.42
TOTAL					**$ 2,158,997.72**

THRIVE PROGRESSO DEVELOPMENT - PROPOSED REDEVELOPMENT BUDGET

ID #4942-34-07-0200 (BLDGS E & F - 10,770 SF)

TRADES DESCRIPTION	TRADES SUB-CATEGORY	QUANTITY OF UNITS		UNIT COST	ID #4942-34-07-0200 (BLDGS E & F)
AWNINGS	CANVAS & METAL	12	EA	$ 350.00	$ 4,200.00
DOORS	INTERIOR	19	EA	$ 400.00	$ 7,600.00
	EXTERIOR - SNGL	5	EA	$ 3,300.00	$ 16,500.00
	EXTERIOR - DBL	4	EA	$ 8,000.00	$ 32,000.00
	OVERHEAD	6	EA	$ 12,000.00	$ 72,000.00
DRYWALL	SINGLE-SIDE	470	LF	$ 70.00	$ 32,900.00
	DOUBLE-SIDE	97	LF	$ 98.00	$ 9,506.00
ELECTRICAL		13	EST	$ 1,750.00	$ 22,750.00
ELEVATOR		1	EST	$ 50,000.00	$ 50,000.00
FENCING	N/A				$ -
FLOORS		10,770	SF	$ 3.00	$ 32,310.00
GLAZING	10 UNITS AT 16 SF EACH	160	SF	$ 75.00	$ 12,000.00
HVAC	UNIT	27	TON	$ 1,300.00	$ 35,100.00
	ROOF CURB	11	EA	$ 2,500.00	$ 27,500.00
IRRIGATION		1	EST	$ 5,000.00	$ 5,000.00
LANDSCAPING		1	EST	$ 25,000.00	$ 25,000.00
LIGHTING	EXTERIOR	1	EST	$ 10,000.00	$ 10,000.00
	INTERIOR	11	EST	$ 1,500.00	$ 16,500.00
MASONRY	EXTERIOR	200	SF	$ 10.00	$ 2,000.00
PAINTING	INTERIOR	9,296	SF	$ 1.00	$ 9,296.00
	EXTERIOR	9,698	SF	$ 1.00	$ 9,698.00
PAVERS	PARKING	2,287	SF	$ 4.60	$ 10,520.20
	WALKING	924	SF	$ 4.60	$ 4,250.40
PLUMBING	RESTROOMS	7	EA	$ 7,000.00	$ 49,000.00
	FIRE SYSTEM (N/A)				$ -
ROOFS	REPAIRS	8,070	SF	$ 0.82	$ 6,617.40
	INSULATE COAT	8,070	SF	$ 2.75	$ 22,192.50
ROOF GUTTERS		602	LF	$ 5.50	$ 3,311.00
SIGNAGE	PROJECT	1	EA	$ 5,000.00	$ 5,000.00
	TENANT	7	EA	$ 250.00	$ 1,750.00
SITEWORK		1	EST	$ 50,000.00	$ 50,000.00
STUCCO		9,698	SF	$ 6.00	$ 58,188.00
TELECOM/SECURITY	1	1	EST	$ 5,000.00	$ 5,000.00
CONSTRUCTION MGMT				5%	$ 32,384.48
TOTAL					**$ 680,073.98**

THRIVE PROGRESSO DEVELOPMENT - PROPOSED REDEVELOPMENT BUDGET

ID #4942-34-07-0110 & ID #4942-34-07-0120 (VACANT LOTS)

TRADES DESCRIPTION	TRADES SUB-CATEGORY	QUANTITY OF UNITS		UNIT COST	ID #4942-34-07-0110 & ID #4942-34-07-0120 (VACANT LOTS)
AWNINGS	N/A				$ -
DOORS	N/A				$ -
	N/A				$ -
	N/A				$ -
	N/A				$ -
DRYWALL	N/A				$ -
	N/A				$ -
ELECTRICAL		1	EST	$ 25,000.00	$ 25,000.00
ELEVATOR	N/A				$ -
FENCING		950	LF	$ 75.00	$ 71,250.00
FLOORS	N/A				$ -
GLAZING	N/A				$ -
HVAC	N/A				$ -
	N/A				$ -
IRRIGATION		1	EST	$ 7,500.00	$ 7,500.00
LANDSCAPING		1	EST	$ 45,000.00	$ 45,000.00
LIGHTING	EXTERIOR	1	EST	$ 25,000.00	$ 25,000.00
	N/A				$ -
MASONRY	N/A				$ -
PAINTING	N/A				$ -
	N/A				$ -
PAVERS	PARKING	1,030	SF	$ 4.60	$ 4,738.00
	WALKING (N/A)				$ -
PLUMBING	N/A				$ -
	N/A				$ -
ROOFS	N/A				$ -
	N/A				$ -
ROOF GUTTERS	N/A				$ -
SIGNAGE	PROJECT	1	EA	$ 5,000.00	$ 5,000.00
	N/A				$ -
SITEWORK	(INCL HOUSES DEMO)	1	EST	$ 190,000.00	$ 190,000.00
STUCCO	N/A				
TELECOM/SECURITY		1	EST	$ 5,000.00	$ 5,000.00
CONSTRUCTION MGMT				5%	$ 18,924.40
TOTAL					**$ 397,412.40**

THRIVE PROGRESSO™



Order of Cost Magnitude May 6, 2019
Think Progress
East Parcel: 710 - 744 NW 5th Ave
West Parcel: 701 - 745 NW 5th Ave

Scope of Work	Quantity	Unit Cost	Cost	Notes
Misc Site Prep/Demolition				
Landscape & Tree Removal	1 EA	$3,500.00	$3,500.00	
		Demolition Sub Total	**$3,500.00**	
Earthworks and Grading	1 EA	$25,000.00	$25,000.00	TBD, Allowance
		Sub Total	**$25,000.00**	
Hardscape				
Stamped Asphalt	5500 SF	$6.00	$33,000.00	
Asphalt Roadway (24' width)	16,267 SF	$4.00	$65,068.00	
Concrete Sidwalk	10,235 SF	$8.00	$81,880.00	
Concrete Curbs	781 LF	$15.00	$11,715.00	
Asphalt Striping	1 EA	$10,000.00	$10,000.00	
		Hardscape Sub Total	**$201,663.00**	
Landscape Material				
Shade Trees	15 QTY	$1,500.00	$22,500.00	
Palm Trees	24 QTY	$500.00	$12,000.00	
Bioswale & Rain Garden Planting	1,965 SF	$10.00	$19,650.00	
		Landscape Sub Total	**$54,150.00**	
Irrigation System	1 EA	$17,500.00	**$17,500.00**	Allowance
Rain Garden Infrastructure	2 QTY	$10,000.00	**$20,000.00**	Allowance
Soft Costs	1 QTY	$22,000.00	**$22,000.00**	Landscape Architect design and construction documents
		Total	**$343,813.00**	
Contingency		10%	$34,381.30	
		Total with Contingency	**$378,194.30**	

* Can include items such as: underground utility burial, new power receptacles in the landscape, new gas lines if needed, permitting costs, construction fencing, construction exit.

Numbers included above are opinions of probable construction costs provided by the Landscape Architects and are based on the Landscape Architect's familiarity with the landscape construction industry. These costs are provided only to assist the Client in budget planning; such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated. All work outside of Landscape Architect's scope of work (civil, utilities, drainage, etc.) is a best guess number based on recently completed comparable work in the City of Fort Lauderdale.

cādence
Rebecca Bradley, PLA, ASLA
Principal
rebecca@cadenceliving.com
435 N Andrews Ave No. 2
Fort Lauderdale, Florida 33301
954.766.4572

cādence
Gage Couch, ASLA
Planting Planner
gage@cadenceliving.com
435 N Andrews Ave No. 2
Fort Lauderdale, Florida 33301
954.766.4572

Estimate streetscape Program

Order of Cost Magnitude May 6, 2019
Think Progress
East Parcel: 710 - 744 NW 5th Ave
West Parcel: 701 - 745 NW 5th Ave

Scope of Work	Quantity	Unit Cost	Cost	Notes
Misc Site Prep/Demolition				
Landscape & Tree Removal	1 EA	$3,500.00	$3,500.00	
		Demolition Sub Total	**$3,500.00**	
Earthworks and Grading	1 EA	$25,000.00	$25,000.00	TBD, Allowance
		Sub Total	**$25,000.00**	
Hardscape				
Stamped Asphalt	5500 SF	$6.00	$33,000.00	
Asphalt Roadway (24' width)	16,267 SF	$4.00	$65,068.00	
Concrete Sidwalk	10,235 SF	$8.00	$81,880.00	
Concrete Curbs	781 LF	$15.00	$11,715.00	
Asphalt Striping	1 EA	$10,000.00	$10,000.00	
		Hardscape Sub Total	**$201,663.00**	
Landscape Material				
Shade Trees	15 QTY	$1,500.00	$22,500.00	
Palm Trees	24 QTY	$500.00	$12,000.00	
Bioswale & Rain Garden Planting	1,965 SF	$10.00	$19,650.00	
		Landscape Sub Total	**$54,150.00**	
Irrigation System	1 EA	$17,500.00	**$17,500.00**	Allowance
Rain Garden Infrastructure	2 QTY	$10,000.00	**$20,000.00**	Allowance
Soft Costs	1 QTY	$22,000.00	**$22,000.00**	Landscape Architect design and construction documents
		Total	**$343,813.00**	
Contingency		10%	$34,381.30	
		Total with Contingency	**$378,194.30**	

* Can include items such as: underground utility burial, new power receptacles in the landscape, new gas lines if needed, permitting costs, construction fencing, construction exit.

Numbers included above are opinions of probable construction costs provided by the Landscape Architects and are based on the Landscape Architect's familiarity with the landscape construction industry. These costs are provided only to assist the Client in budget planning; such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated. All work outside of Landscape Architect's scope of work (civil, utilities, drainage, etc.) is a best guess number based on recently completed comparable work in the City of Fort Lauderdale.

cādence
Rebecca Bradley, PLA, ASLA
Principal
rebecca@cadenceliving.com
435 N Andrews Ave No. 2
Fort Lauderdale, Florida 33301
954.766.4572

cādence
Gage Couch, ASLA
Planting Planner
gage@cadenceliving.com
435 N Andrews Ave No. 2
Fort Lauderdale, Florida 33301
954.766.4572

Estimate streetscape Program

THRIVE PROGRESSO™
BUSINESS DISTRICT

JOBS CREATION

THRIVE PROGRESSO™ has more than 60,000 square feet of space that will be home for numerous businesses that are anticipated to employ approximately 200 people. With a wide range of possible tenants, from culinary to chiropractor, event planning to restaurant, and professional offices to personal services, numerous employment opportunities will eventually need to be filled.

Initially, the more than 60,000 square feet that comprises THRIVE PROGRESSO™ will undergo extensive renovations that will provide employment opportunities for many construction tradespeople to perform work such as demolition, electrical, plumbing, painting, flooring, drywall, and landscaping, to name a few. As plans are drawn and new tenant projects are identified, many of these tasks will offered for bid by the local construction community.

To enhance the project's positive long-term impact on the local community, a dedicated website, showcasing THRIVE PROGRESSO™'s unique "business community" environment and leasing opportunities, will also feature an element called the "Employment Exchange." This has been designed to provide both THRIVE PROGRESO™'s tenant's and potential employees with an efficient and effective environment to "meet" each other. Tenants will be able to post specific employment opportunities on the Employment Exchange as well as contact one of THRIVE PROGRESSO™'s Employment Exchange Partners, which are detailed on the following page, to request access to employee candidates with specific skills or training consistent with the Partner's curriculum or database. The platform also features an active "employee posting" area where individuals can post information about their skills or desire to seek training in specific employment categories. Initially, the Employment Exchange will cater to THRIVE PROGRESSO™'s tenants. However, as the tenant population grows, it is anticipated the Employment Exchange will be expanded to include other businesses within the NWPF CRA District to provide the best opportunity for the community to benefit from this exciting transformation of the business area.

THRIVE PROGRESSO™
EMPLOYMENT EXCHANGE PARTNERS

To ensure the Employment Exchange program is an effective and sustainable program, we have met with and enlisted the participation of the following organizations (in alphabetical order) that specialize in the education, training and placement of skilled job applicants:

Broward College – BrowardUP Program
Contact: Dr. Mildred Coyne

Broward County Public Schools
Contact: Lynn Goldman
Coordinator, Community Relations
Atlantic, McFatter and Sheridan
Technical Colleges

CareerSource Broward
Contact: Jack Bennings
Director – Workforce Services

Junior Achievement of South Florida
Contacts: Debbie Elliott
Senior Director of Workforce

Ken Urquhart
Workforce Employment Manager

OIC (Opportunities Industrialization Center)
of South Florida
Contacts: Newton Sanon
President & CEO

Steffen Lue
Employment Service Manager

As more employment organizations are identified, the list of "partners" will be expanded to include them.

THRIVE PROGRESSO™
ECONOMIC DEVELOPMENT PARTNERS

In addition to the above, we have also enlisted the assistance of the following economic development organizations to assist with identifying prospective tenants and employment incentive programs that can enhance the employment opportunities of both Thrive Progresso's employers and prospective employees:

CITY OF FORT LAUDERDALE
DEPARTMENT OF SUSTAINABLE DEVELOPMENT

City of Fort Lauderdale
Department of Sustainable Development
Contact: Michael Chen
Economic & Business
Development Manager

greater fort lauderdale alliance | broward county
Life. Less taxing.

Greater Fort Lauderdale Alliance
Contact: David Coddington
Vice President – Business Development

As with the Employment Exchange Partners program, we will be continually looking to identify additional Economic Development Partners to expand the reach of the program and the diversification of the tenant population.



STREETSCAPE APPLICATION

City of Fort Lauderdale

Northwest-Progresso-Flagler Heights
Community Redevelopment Agency
(NWPF CRA)

APPLICATION FOR CRA FUNDING ASSISTANCE

Name of Principal Owner in Charge	Tel. No.	E-Mail Address
Jonathan Fish / Abraham Fish	(786) 444-6830	jonathan@nationalwaterrestoration.com
Primary Contact for this CRA Request	Tel. No.	E-Mail Address
John A Halliday	(954) 767-0700	jhalliday@hallidaygroup.com
Name of Business BAYIT INVESTMENTS LLC; 710 NW 5TH AVENUE LLC; 744-748 NW 5 AVE LLC; 413 NW 7TH STREET LLC	Tax I.D. No. 47-1706727; 81-4632708; 83-2097240; 82-5380885	Company Website N/A
Business Address	Tel. No.	Fax No.
746 NW 5 Avenue	(786) 444-6830	N/A
City	State	Zip Code
Fort Lauderdale	Florida	33311

Commencement Date to Begin Project: 12/01/2019 TBD

Completion Date for Project: 07/15/2021 TBD

JOB INFORMATION

Full Time Equivalent (FTE) Jobs to be created: ____

Existing Jobs: ____

Total FTE Jobs: ____

Check Appropriate Description	Project Type	Facility Description
↑Existing Business [x]	↑Expansion [x]	Existing Space 61,764 sq. ft.
↑New Business [ ]	↑Relocation [ ]	New Space 0 sq. ft.

NAICS Code / Industry Type	Date of Incorporation	State where the business was incorporated
Real Estate Investors	08/27/14; 11/28/16 09/05/18; 02/16/16	Florida

Proposed Project Location/City	Proposed Address
Fort Lauderdale	5th Ave between 7th & 8th Streets

Property Control Number(s)	Property Owner
City's property	The City of Fort Lauderdale

Owner Tel. No. (include Area Code)	Is there a lien on the property?
	↑ Yes ↑ No No

TYPE OF BUSINESS

Sole Proprietor: ____

Partnership: ____

Joint Venture: ____

Corporation: ____

Cooperative: ____

Limited Liability Company: X

Non-Profit Org.: ____

Other: ____ ____

Bank(s) Where Business Accounts for Projects Are Held

1. N/A

2.

Name of Participating Bank/Lender

Amount	Contact Person	Tel. No. (include Area Code)	Fax No. (include Area Code)
$			

Name of Other Financial Source: N/A

Amount	Contact Person	Tel. No. (include Area Code)	Fax No. (include Area Code)
$			

Name of Other Financial Source: N/A

Amount	Contact Person	Tel. No. (include Area Code)	Fax No. (include Area Code)
$			

Name of Other Financial Source: N/A

Amount	Contact Person	Tel. No. (include Area Code)	Fax No. (include Area Code)
$			

Project Purpose and Economic Impact

The purpose is to renovate and upgrade the streetscape on the 5th Avenue between 7th and 8th Streets.

NOTE 1: **If the project receives funds via another City, County, Federal or State program which also requires job creation/retention, the jobs created/retained for those programs must be in addition to the jobs required under this program.**

NOTE 2: **If project includes the purchase of equipment using CRA funds, then there must not be another UCC filing for the equipment.**

Management: Owners, partners, officers, all holders of outstanding stock — 100% of ownership must be shown (*use separate sheet if necessary*).

Name	Complete Address	% Owned	From	To
JONATHAN FISH	9232 ABBOTT AVE, SURFSIDE, FL 33021			
Name	Complete Address	% Owned	From	To
ABRAHAM FISH	17501 NE 9 AVE, MIAMI, FL 33162			
Name	Complete Address	% Owned	From	To
Name	Complete Address	% Owned	From	To
Name	Complete Address	% Owned	From	To

PROJECT/ACTIVITY COST SUMMARY

1. Please state the overall project cost: $378,194.30
2. Please state the overall project costs related to the CRA's assisted activity? $378,194.30
3. Please indicate the sources and uses of funds for the project on the following table.

Project Source(s) of Funding	**Amount**	**Rate**	**Term**
Bank Loan (specify)			
City funds			
CRA funds	$340,374.87	0%	
Company's current cash assets			
Owner equity (specify)	$37,819.43		
Other (specify)			
Other (specify)			
Other (specify)			
Total Sources	$378,194.30		
Select the Use(s) of Funds and the Amount Need for Each	**Sources of Funds (Yes or No)**	**Amount**	
Land Acquisition			
Real Property Acquisition			
Utility and road infrastructure improvements	Yes	$378,194.30	
New construction of commercial and industrial buildings			
Rehabilitation of commercial and industrial buildings			
Purchase and installation of equipment and fixtures			
Other (specify)			
Other (specify)			
Other (specify)			
Total Uses			

NOTE 3: Other "uses" include Architectural/Engineering Fees, Application Fees, Permit Fees Impact Fees

* The Owners commit to invest no less than $1,250,000.00 into the redevelopment project. If the Owners can save on construction costs, the Owners will realize those savings up until the amount of commitment.

BUSINESS INDEBTEDNESS: Furnish the following information on all outstanding installment debts, code and other liens, notes and mortgages payable that relate to this project. The present balances should agree with the latest balance sheet submitted (*use a separate sheet if necessary*).

To Whom Payable	Original Amount	Original Date	Present Balance	Rate of Interest	Maturity Date	Monthly Payment
Name: _____	$		$	%		$
Name: _____	$		$	%		$
Name: _____	$		$	%		$
Name: _____	$		$	%		$
Name: _____	$		$	%		$

THE FOLLOWING ITEMS MUST BE COMPLETED AND SUBMITTED WITH YOUR APPLICATION

1. A business plan which describes the company mission, market analysis, applicant capacity, economic analysis and project feasibility, a brief history and description of the company (*including the founding of the company*), overview of operations, product information, customer base, method and areas of distribution, primary competitors and suppliers within the County.
2. A list of general and limited partners, officers, directors and shareholders of the company. Please provide a resume for all the principals and key management.
3. Corporate income tax returns for the last three years (*personal returns may also be requested*).
4. Two separate lists that detail the existing jobs on your payroll and the new jobs to be created (*within the list please provide the job title of each position, a brief description of each position, annual salary for existing and new positions and the industry average salary for those positions*).
5. If machinery and equipment are being purchased with CRA funds, provide a list of all the items to be purchased, with quotes on vendor's letterhead. Include a statement from the manufacturer, attesting to the economic life of the equipment.
6. If business is a franchise, include a copy of the franchise agreement;
7. Bank Commitment Letter detailing the conditions of the loan approval.
8. Copy of IRS determination letter as a non-profit organization (*required for all non-profit organizations only*).
9. Signed copy of resolution or minutes from the meeting of the governing body authorizing submission of the application (*required for all non-profit organizations only*).
10. Articles of Incorporation or Division of Corporations information identifying authorized signatories
11. Copy of the Property Deed (*if the applicant is the owner*)
12. Copy of By-Laws (*required for all non-profit organizations only*).
13. Please sign and submit *Statement of Personal History* and *Credit Check Release* (as attached).
14. If project involves construction, please provide a minimum of two (2) detailed cost estimates prepared by Architect/Engineer and/or General Contractor, preliminary plans and specifications, Architectural Illustration and photos of existing conditions.
15. Attach a street map showing the location of the proposed project, Property Folio number and Legal Description.
16. Preliminary Project Schedule.

The following items are also needed, if your funding request is $500,000 or more

(not applicable for Commercial Façade, Streetscape Enhancement and Property and Business Improvement Incentive requests)

17. CPA audited corporate financial statements for the last three years (*Profit and Loss Statement and a Balance Sheet*).
18. If the most recent business return and/or financial statement is more sixty (60) days old, please submit a current Interim Financial Statement.
19. Three year financial pro formas which include operating statements, balance sheets, funding sources, and use details.
20. Ten year revenue and expense projection for the project
21. Copy of sales/purchase agreement when purchasing land or a building (*or an executed lease if applicable*).
22. Provide details regarding any credit issues, bankruptcies and lawsuits by any principal, owning 20% or more of the business.
23. The names of all affiliates and/or subsidiary companies, and their previous three (3) years financial statements and Interim Financial Statements if the financial statements are more than sixty (60) days old.
24. Letter from the Department of Sustainable Development (DSD) approving the proposed project with zoning and land use designations, and Plan Development Review number and comments.
25. Identification and qualifications of project development team (*i.e., attorney, engineer, architect, general contractor, etc.*).

26. Current Broward County Assessed Value, new capital investment dollars and total estimated new assessment when completed and placed into service.
27. Existing Leases, Lease commitments and tenant makeup (*if applicable*).
28. Copy of Environmental Report showing there are no Environmental issues (*if applicable*).
29. Copy of Appraisal Report (*if applicable*).

THE FOLLOWING ITEMS ARE REQUIRED AFTER CRA BOARD APPROVAL AND PRIOR TO EXECUTION OF AN AGREEMENT AND RELEASE OF FUNDS

30. Evidence that all funds are in-place to fully fund the project.
31. A copy of the City approved project plans, contract with General Contractor and permits (Prior to Release of Funds)
32. Scope of work and all project costs
33. Copies of Insurance Certificates (Builders Risk/All Risk Policy, Commercial General Liability, Workers Compensation with the City of Fort Lauderdale and the Fort Lauderdale CRA listed as Additional Insured.

APPLICANTS CERTIFICATION

By my signature, I certify that I have read and understand the application, criteria, loan fees and program requirements. I further certify that all the information I (we) supplied is correct and accurate. All of the owners of the company/organization (*regardless of ownership percentage*) are aware of this loan and are in full agreement with the business securing financing for this project. My (our) signature(s) represent my (our) agreement to comply with City of Fort Lauderdale Community Redevelopment Agency, as it relates to this CRA funding request.

Each Proprietor, General Partner, Limited Partner and Business Owner, owning 20% or more must sign below. For all Non-Profit Organizations, all guarantors must be approved by City of Fort Lauderdale Community Redevelopment Agency.

Business Name: Bayit Investments LLC; 710 NW 5th Avenue LLC; 744-748 NW 5 Ave LLC; 413 NW 7th Street LLC

By: _____ 06/06/2019
Signature and Title Owners Date

Guarantors:

_____
Signature and Title Date

_____
Signature and Title Date

_____
Signature and Title Date

_____
Signature and Title Date

_____
Signature and Title Date

Northwest-Progresso-Flagler Heights Community Redevelopment Agency

APPLICATION REQUEST SUPPLEMENTAL INFORMATION

CRA Incentive Programs

Please select the incentive(s) you are applying for and insert the amount of funding assistance you are seeking:

☐	COMMERCIAL FAÇADE IMPROVEMENT PROGRAM	$ _____
☐	PROPERTY AND BUSINESS IMPROVEMENT PROGRAM	$ _____
■	STREETSCAPE ENHANCEMENT PROGRAM	$ 340,374.87
☐	DEVELOPMENT INCENTIVE PROGRAM	$ _____
☐	PROPERTY TAX REIMBURSEMENT PROGRAM	$ _____

Please provide a supplement sheet responding to the following numbered questions:

1. Please describe your project.
2. What is the address, folio number and legal description of the property.
3. What is the existing and proposed use of the property? Please note that certain uses are not eligible for CRA assistance. This includes convenience stores, pawn shops, check cashing stores, tattoo parlors, massage parlors, liquor stores and other uses as may be determined by the CRA that are inconsistent with the CRA Community Redevelopment Plan. Please note that there will be restrictive covenants placed on the property for minimum of 5 years restricting use of the property to only those uses for which CRA funding was provided.
4. Are the proposed improvements to the property being made on behalf of a proposed tenant for the property. If so, please provide a copy of the lease agreement.
5. What is the zoning of the property?
6. Are you the property owner? Please provide a copy of the deed of the property. You must be the owner of the property to apply.
7. Is your project new construction or is it renovation?
8. What is the total capital investment of your project and what is your hard construction and soft cost? (While property acquisition cost is not an eligible CRA expense, it may be included in your total capital investment)
9. What is the current Broward County Assessed Value of the property?
10. Is there a mortgage on the property? Please provide OR Book and Page. Please note that CRA funding is in the form of a 0% interest forgivable loan, forgiven after 5 year of project completion secured by a first

mortgage or subordinate mortgage on the property. Projects receiving over $225,000 in CRA assistance will be secured by a forgivable loan forgiven after 7 years to 10 years depending on the level of CRA funding. Other forms of security in lieu of a forgivable mortgage will be considered on a case by case basis.

11. Are there any other liens or pending liens on the property? Please provide OR Book and Page.
12. Are there any code violations on the property? Identify.
13. Is the property listed "For Sale." Please note that properties listed for sale may not apply for CRA program funding.
14. How many new permanent jobs will be created by the project? Please describe the jobs to be created and projected salaries.
15. What is the estimated construction commencement date of the project? Please note that no work is to commence on the project unless a Program Agreement is approved and fully executed between the CRA and the property owner and that work must commence within 90 days of CRA funding approval.
16. What is the estimated completion date of the project? Please note that all approved projects must be completed within a maximum of three (3) years.
17. Please provide proof of your matching funds (i.e. bank statement, line of credit, etc.) and identify other proposed forms of financing for your project.
18. Do you have general liability and fire and casualty insurance on the property? You will be required to demonstrate proof of insurance and may include bonding requirements as required by the City/CRA prior to commencement of work. The cost of insurance may be included as part of your total project cost funded by the program.
19. Have your previously received funding from the CRA? Explain.

If you are applying for funding from the Commercial Façade Improvement Program, Property & Business Improvement Program and/or Streetscape Enhancement Program, please also complete the following:

20. Do you have a detailed scope of work? If so, please include for CRA review and approval.
21. Do you have completed architectural drawings for the scope of work to be performed? Please include along with architectural illustration(s) of the proposed work, material specifications, color selections, etc. Please note that architectural cost may be included as part of your total project cost.
22. Have your project plans been submitted for City Development Review and/or permitting and if so what are the status of the plans and the plan review number? All work must be permitted and approved by the Building Official.
23. Do you have detailed, written contractor cost estimates? If so, please provide.
24. Have you selected a contractor from the attached City/CRA Approved Contractor List? Please note if your contractor is not on the City/CRA approved list, it may be possible to have your contractor become an approved CRA Contractor. He/She will need to complete the attached Contractor Application for consideration.
25. If you are applying for the Facade Program or Property and Business investment Program, and if you are not using a City /CRA Approved Contractor, you must secure <u>two</u> detailed licensed and insured contractor cost estimates and CRA funding is limited to 60% of the lowest cost estimate not to exceed $50,000 which can only be funded on a reimbursement basis, rather than a direct payment to the contractor. In addition, all

projects over $50,000 may be assigned a CRA Construction Review Specialist who will determine the scope of work to be funded and will secure contractor pricing for the project, manage funding request and provide general project oversight.

26. For Streetscape Enhancement Program projects, see additional requirements for projects in excess of $300,000 as required by Florida Statute 255.20.

I Jonathan Fish attest that the information is correct to the best of my knowledge. I further understand that the CRA program benefits are contingent upon funding availability and CRA approval and are not to be construed as an entitlement or right of a property owner/applicant. I further understand that I am responsible for providing all documentation required by The CRA.

_____ Signature of Property Owner or Business Owner

Jonathan Fish

Print Name

I ABRAHAM FISH attest that the information is correct to the best of my knowledge. I further understand that the CRA program benefits are contingent upon funding availability and CRA approval and are not to be construed as an entitlement or right of a property owner/applicant. I further understand that I am responsible for providing all documentation required by The CRA.

_____ Signature of Property Owner or Business Owner

ABRAHAM FISH

Print Name

Northwest-Progresso-Flagler Heights
Community Redevelopment Agency

APPLICATION REQUEST
SUPPLEMENTAL INFORMATION

1. **Please describe your project.**

   The Thrive Progresso renovation project is a complete renovation of an entire industrial block within the industrial portion of the Northwest-Progresso-Flagler Heights CRA district, bringing new businesses and a revitalized energy into an area that has become stagnant over the last few decades. This part is to renovate and upgrade the streetscape on the 5th Avenue between 7th and 8th Streets specifically.

2. **What is the address, folio number and legal description of the property?**

   5th Avenue between 7th and 8th Streets, Fort Lauderdale

3. **What is the existing and proposed use of the property?**

   The existing and proposed continued use is as a public municipal road.

4. **Are the proposed improvements to the property being made on behalf of a proposed tenant for the property? If so, please provide a copy of the lease agreement.**

   No

5. **What is the zoning of the property?**

   Public road

6. **Are you the property owner? Please provide a copy of the deed of the property.**

   No

7. **Is your project new construction or is it renovation?**

   Renovation

8. **What is the total capital investment of your project and what is your hard construction and soft cost?**

   Total cost estimate is $378,194.30
   Please see the attached estimate.

9. **What is the current Broward County Assessed Value of the property?**

   N/A

10. **Is there a mortgage on the property? Please provide OR Book and Page.**

    No

11. **Are there any other liens or pending liens on the property? Please provide OR Book and Page.**

    No

12. **Are there any code violations on the property? Identify.**

    No

13. **Is the property listed "For Sale"?**

    No

14. **How many permanent new jobs will be created by the project? Please describe the jobs to be created and projected salaries.**

    N/A

15. **What is the estimated construction commencement date of the project?**

    We will begin working on permitting immediately after we receive a financial commitment from the CRA.

16. **What is the estimated completion date of the project?**

    We are anticipating the completion date of the project to be approximately 18 months after the commencement date.

17. **Please provide proof of your matching funds (i.e. bank statement, line of credit, etc.) and identify other proposed forms of financing for your project.**

    All relevant financial documentation has been included in the attached sealed manila folders.

18. **Do you have general liability and fire and casualty insurance on the property?**

    N/A

19. **Have you previously received funding from the CRA? Explain.**

    No

20. **Do you have a detailed scope of work? If so, please include for CRA review and approval.**

    Please see the attached package.

21. **Do you have completed architectural drawings for the scope of work to be performed? Please include along with architectural illustration(s) of the proposed work, material specifications, color selections, etc. Please note that architectural cost may be included as part of your total project cost.**

    Please see the attached package.

22. **Have your project plans been submitted for City Development Review and/or permitting and if so what are the status of the plans and the plan review number? All work must be permitted and approved by the Building Official.**

    Plans have not been submitted for City Development Review. However, we have met with the various City of Fort Lauderdale officials and Fort Lauderdale Building Department heads, where we have received positive feedback about this project moving forward.

23. **Do you have detailed, written contractor cost estimates? If so, please provide.**

    Please see the attached package.

24. **Have you selected a contractor from the attached City/CRA Approved Contractor List? Please note if your contractor is not on the City/CRA approved list, it may be possible to have your contractor become an approved CRA Contractor. He/She will need to complete the attached Contractor Application for consideration.**

    We are currently working with Cadence Landscape Architects, who have been involved in other CRA projects.

Order of Cost Magnitude
Thrive Progresso
East Parcel: 710 - 744 NW 5th Ave
West Parcel: 701 - 745 NW 5th Ave

May 6, 2019

Scope of Work	Quantity		Unit Cost	Cost	Notes
Misc Site Prep/Demolition					
Landscape & Tree Removal	1	EA	$3,500.00	$3,500.00	
			Demolition Sub Total	**$3,500.00**	
Earthworks and Grading	1	EA	$25,000.00	$25,000.00	TBD, Allowance
			Sub Total	**$25,000.00**	
Hardscape					
Stamped Asphalt	5500	SF	$6.00	$33,000.00	
Asphalt Roadway (24' width)	16,267	SF	$4.00	$65,068.00	
Concrete Sidwalk	10,235	SF	$8.00	$81,880.00	
Concrete Curbs	781	LF	$15.00	$11,715.00	
Asphalt Striping	1	EA	$10,000.00	$10,000.00	
			Hardscape Sub Total	**$201,663.00**	
Landscape Material					
Shade Trees	15	QTY	$1,500.00	$22,500.00	
Palm Trees	24	QTY	$500.00	$12,000.00	
Bioswale & Rain Garden Planting	1,965	SF	$10.00	$19,650.00	
			Landscape Sub Total	**$54,150.00**	
Irrigation System	1	EA	$17,500.00	**$17,500.00**	Allowance
Rain Garden Infrastructure	2	QTY	$10,000.00	**$20,000.00**	Allowance
Soft Costs	1	QTY	$22,000.00	**$22,000.00**	Landscape Architect design and construction documents
				Total $343,813.00	
* **Contingency**			10%	$34,381.30	
			Total with Contingency	**$378,194.30**	

* Can include items such as: underground utility burial, new power receptacles in the landscape, new gas lines if needed, permitting costs, construction fencing, construction port.

Numbers included above are opinions of probable construction costs provided by the Landscape Architects and are based on the Landscape Architect's familiarity with the landscape construction industry. These costs are provided only to assist the Client in budget planning; such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated. All work outside of Landscape Architect's scope of work (civil, utilities, drainage, etc.) is a best guess number based on recently completed comparable work in the City of Fort Lauderdale.

cādence

Rebecca Bradley, PLA, ASLA
Founding Principal
rebecca@cadence-living.com

435 N Andrews Ave No. 2
Fort Lauderdale, Florida 33301

@cadenceliving
954.766.4572

cādence

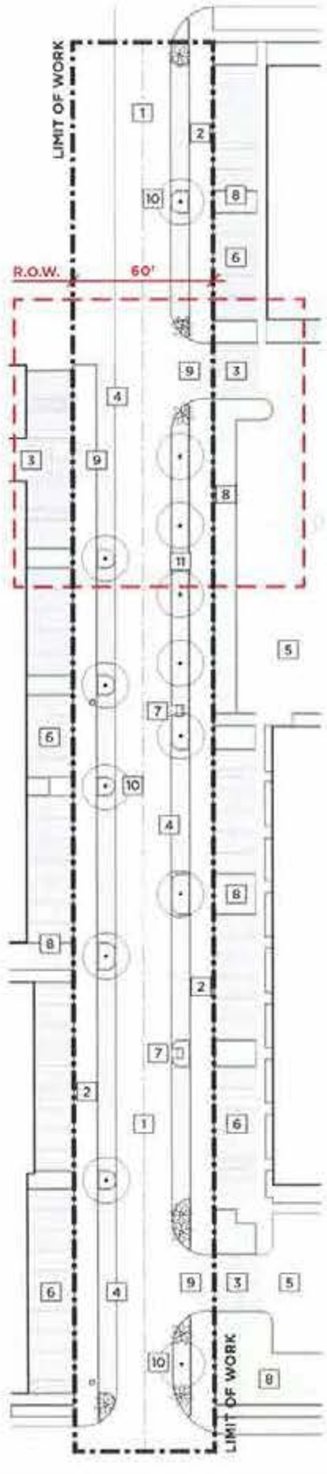
Gage Couch, ASLA
Founding Principal
gage@cadence-living.com

435 N Andrews Ave No. 2
Fort Lauderdale, Florida 33301

@cadenceliving
954.766.4572

EXISTING CONDITIONS





OVERALL CONCEPT PLAN

1. 24' Asphalt Roadway
2. 10' Shared Path (Pedestrian & Bicylce)
3. Parking Lot Access
4. 8' Stamped Asphalt Transition Zone (Rumble Strip)
5. Thrive Parking Lot
6. Existing Back-out Parking to Remain
7. Catchment Basin with Rain Garden
8. Planting Bed
9. Pedestrian Crosswalk
10. Shade Tree
11. Bioswale

scale 1" = 30'

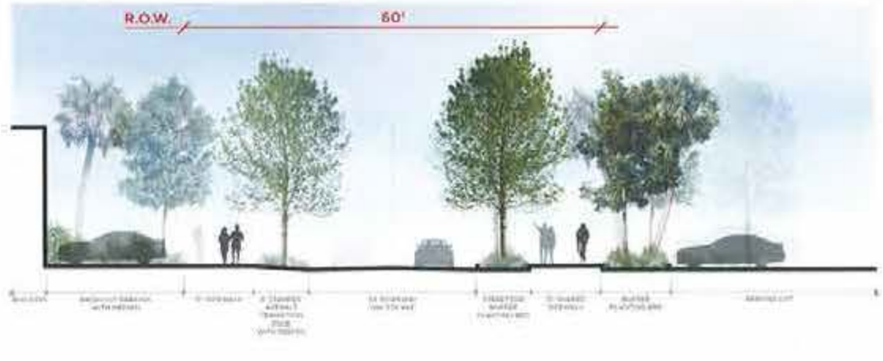
ENLARGEMENT PLAN

scale 1" = 10'



SECTION A

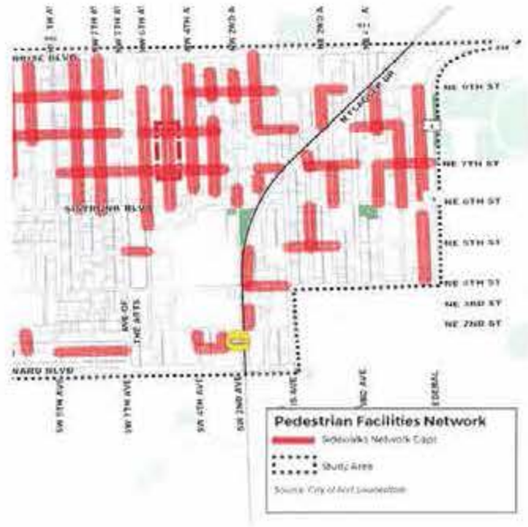
scale 1" = 10'



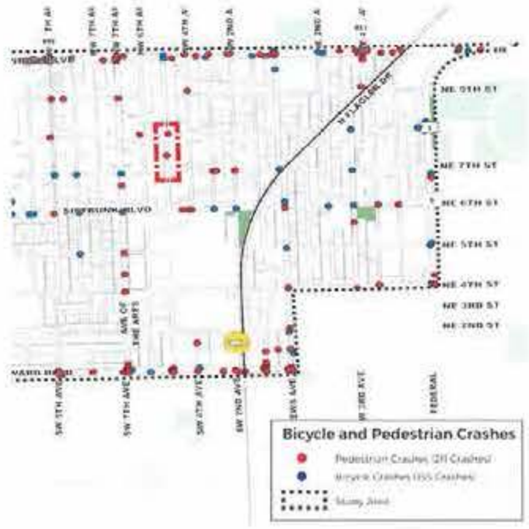
PROJECT SITE













DATA COLLECTED AND SHARED FROM NPF-CRA MOBILITY MASTER PLAN PRESENTATION BY KITTELSON AND ASSOCIATES



Bike Path



Flush Curb Street



Detection Warning Pavers



Pavement Graphics



Crosswalk with Bike & Pedestrian Delineation



Signage Study



Pervious Paver Parking



Tactile Paving



Pavement Information Graphic



Bike Lane and Pedestrian Sidewalk



Crosswalk



Crosswalk with Bike & Pedestrian Delineation



Rumble Strip



Native Plants in Rain Garden



Bioretention



Rain Garden



Tactile Paving & Curb Cuts



Rain Garden



Curb Cuts at Rain Garden



Bioretention Area



Native Plants in Bioswale



Curb Cut Inlet



Native Ground Cover



Pre-fabricated Curb Insert



Flush Curb to Allow for Maximum Sheet Flow



Native Turf Alternative



Rain Garden

MEMORANDUM

DATE: June 11, 2019

TO: NPF CRA Advisory Board Members

FROM: Clarence E. Woods III, NPF CRA Manager

BY: Eleni Ward-Jankovic, Housing and Economic Development Manager

SUBJECT: Provident Fort Lauderdale, LLC – 612 NW 9th Avenue

FUNDING REQUEST

The CRA has received an application from Provident Fort Lauderdale, LLC ("Provident"), seeking $30,000 in CRA Streetscape Enhancement Program funding, and $70,000 in additional CRA Property and Business Improvement Program (PBIP) funding for necessary external improvements of the property located at 612 NW 9th Avenue, subject to regulatory approval and permitting.

Provident Fort Lauderdale, LLC has acquired the 13,500 square foot property on 5/23/2017 for $550,000 and is currently in the process of renovating and improving the site to create a new and inviting business space with new employment opportunities for the NW CRA community. The company views the intersection of Powerline and Sistrunk Boulevard to be the epicenter of workspace, dining, lifestyle and entertainment. Provident and its affiliated entities are investing considerable resources in this intersection and have already successfully renovated the buildings at 900 and 914 NW 6th Street. The applicant is currently renovating and revitalizing the property located at 612 NW 9th Avenue to create a business complex to attract new businesses to the area. The new and modern work spaces with lifestyle elements will create new job opportunities and encourage more investment in the community.

On September 6, 2017, the CRA granted the applicant $225,000 under the Property and Business Improvement Program (PBIP) and $125,000 under Façade Program for this project. In 2018, as part of the permitting process, the City of Fort Lauderdale required the applicant to install a sidewalk along its property, facing NW 9th Avenue. The applicant is seeking funding under the CRA Streetscape Enhancement Program in the amount of $30,000 to comply with the City's requirements to install the necessary streetscape improvements in the public right-of-way, including new sidewalks, curbs and landscaping.

Provident Fort Lauderdale, LLC, is also seeking additional CRA funds under the Property and Business Improvement Program (PBIP) in the amount of $70,000 for the completion of external improvements of the property in order to comply with Broward County Code, Chapter 27, Article V Sec. 27-191 through 27-202, regarding surface water management. During the permitting process, the applicant learned that a water retainage system was needed on the property to deal with excess surface water. The applicant decided to install underground water retention tanks in the parking lot surrounding the property to provide adequate drainage of surface water, especially for heavy rain events. Alternatives to the water tanks were considered, but this system was determined to be the most efficient, considering the size and layout of the property. Provident has been granted General License GL 2018-070 by the Broward County Environmental Engineering and Permitting Division, Water and Environmental Licensing Section, on August 24, 2018, for the installation of the underground water retention tanks (Exhibit 5). The developer estimates the total cost of the new improvements, including streetscape improvements, water tank installation, development review, architectural and permitting to be approximately $263,822.41. Provident Fort Lauderdale, LLC is funding the remaining improvements itself.

Copies of the Location Map, Broward County Property Appraiser Information, Photos of the Existing property, Plans of the Underground Water Retainage Tanks, Broward County General License GL 2018-070, Cost/Funding Breakdown and Funding Application are attached as Exhibits 1 through 7.

BACKGROUND

The project is located in a CRA Focus Area where the CRA contribution under the CRA Streetscape Enhancement Program can be up to 90% of the project cost, not to exceed $500,000. Funding is limited to work within the public right-of-way and easement areas. This project qualifies for Streetscape Program funding. The proposed CRA Streetscape funding of $30,000 represents 90% of the estimated project cost of $33,910.00 for the installation of new sidewalks, curbs and landscaping in accordance with the City's Design Standards. The CRA Streetscape Program funds the cost of streetscape improvements on a reimbursement basis after completion, once the Certificate of Occupancy is issued for the project.

The maximum incentive funding allowed per property under the CRA Façade Program is $125,000 and the maximum funding allowed under the CRA Property Business Improvement Program (PBIP) is $225,000. The CRA Property and Business Improvement Program has a special emphasis on attracting new and retaining existing businesses in the CRA. Because this project is already under way and the water

retainage system was an unforeseen expense when the initial funding was granted, an increase in CRA funding under the PBIP Program is necessary to facilitate the project's completion. CRA funding is in the form of forgivable loan, forgiven after 5 years. The property owner has agreed to grant the CRA a mortgage on the property to secure the CRA forgivable loans. CRA funding to the applicant will be provided on a reimbursement basis. The added requested funding under the PBIP Program will exceed the maximum funding limits under the program. The Program, however, allows the CRA Board, at its discretion, to increase the funding limits in CRA focus areas on a case by case basis.

CONSISTENCY WITH NPF CRA COMMUNITY REDEVELOPMENT PLAN

The NPF CRA Community Redevelopment Plan is designed in part to stimulate private development of areas planned for commercial development. This project is consistent with the NPF CRA Community Redevelopment Plan which provides for physical improvements to enhance the overall environment, improve the quality of life and attract sound business and commercial development providing employment and job opportunities. Business development provides jobs, enhances neighborhood safety, contributes to a vibrant environment of activity and growth and creates community. This project will provide new business opportunities and create jobs in the NW CRA area, which is consistent with the CRA's objective to fund business opportunities throughout the CRA to benefit the area.

Per the CRA plan, the CRA will establish incentive programs to address redevelopment obstacles. The CRA 5-Year Program, which is incorporated as part of the Plan, identifies strategic objectives, goals and measurements that include targeting and attracting businesses, retail uses and industries to establish a presence in the redevelopment area. In addition, it calls for investing in development projects that create job opportunities for area residents, promote public-private partnerships and investment in the redevelopment area.

RECOMMENDATION

Community Redevelopment Agency (CRA) staff recommends a funding assistance package consisting of $30,000 from the CRA Streetscape Program and an additional $70,000 from the CRA Property and Business Improvement Program for the completion of this project, to be paid on a reimbursement basis.

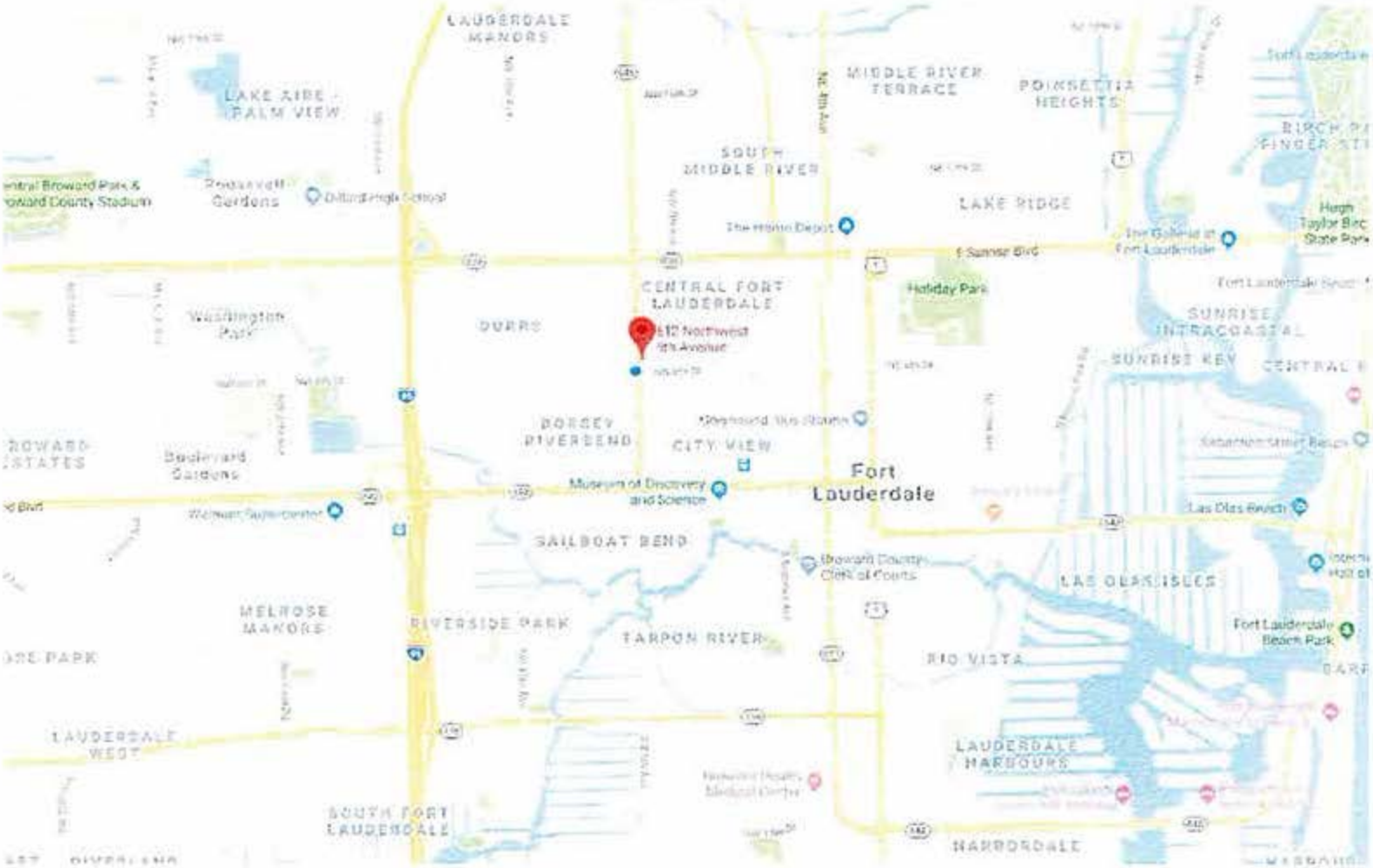
Attachments

Exhibit 1: Location Map
Exhibit 2: Broward County Property Appraiser Information
Exhibit 3: Photos of Existing Property/ Plans for Landscape
Exhibit 4: Plans for Underground Water Retainage Tanks
Exhibit 5: Broward County Surface Water Management General License No. GL2018-070
Exhibit 6: Cost/Funding Breakdown
Exhibit 7: CRA Funding Application/Business Plan

EXHIBIT 1

NW 10TH AVE
NW 9TH AVE
POWERLINE RD
NW 10TH AVE
N POWERLINE
NW 8TH AVE
NW 7TH TER

Area Map


LAUDERDALE MANORS
LAKE AIRE - PALM VIEW
MIDDLE RIVER TERRACE
POINSETTIA HEIGHTS
SOUTH MIDDLE RIVER
LAKE RIDGE
Broward Gardens
Holiday Park
CENTRAL FORT LAUDERDALE
DURRS
612 Northwest 9th Avenue
Washington Park
SUNRISE INTRACOASTAL
SUNRISE KEY
PORSEY RIVERSEND
CITY VIEW
Fort Lauderdale
Museum of Discovery and Science
Boulevard Gardens
SAILBOAT BEND
LAS OLAS ISLES
MELROSE MANORS
RIVERSIDE PARK
TARPON RIVER
RIO VISTA
LAUDERDALE WEST
LAUDERDALE HARBOURS
SOUTH FORT LAUDERDALE
HARBORDALE

Folio Map


618 Northwest
9th Avenue
Sistrunk Blvd
NW 6th St
NW 7th Ave
NW 9th Ave
Bass Brothers
Supermarket
Bank of America
Financial Center
FAMILY DOLLAR

Aerial View



EXHIBIT 2



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	612-618 NW 9 AVENUE, FORT LAUDERDALE FL 33311	ID #	4942 34 07 8460
Property Owner	PROVIDENT FORT LAUDERDALE LLC	Millage	0312
Mailing Address	900 NW 6 ST STE 201 FORT LAUDERDALE FL 33311	Use	11
Abbr Legal Description	PROGRESSO 2-18 D LOT 31 TO 34 BLK 328		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2019	$148,500	$337,800	$486,300	$486,300	
2018	$148,500	$306,440	$454,940	$454,940	$10,324.22
2017	$148,500	$286,590	$435,090	$411,250	$9,818.86

2019 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$486,300	$486,300	$486,300	$486,300
Portability	0	0	0	0
Assessed/SOH	$486,300	$486,300	$486,300	$486,300
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$486,300	$486,300	$486,300	$486,300

Sales History

Date	Type	Price	Book/Page or CIN
5/23/2017	WD*-E	$550,000	114423371
6/8/2011	CE*-T	$100	48024 / 336
10/4/1999	PR*	$165,000	29928 / 428
			8017 / 140

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
$11.00	13,500	SF
Adj. Bldg. S.F. (Card, Sketch)		5514
Eff./Act. Year Built: 1959/1958		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
C								
5514								

EXHIBIT 3

Current/Before Pictures









Architectural Renderings




SIGNAGE


SIGNAGE
SIGNAGE

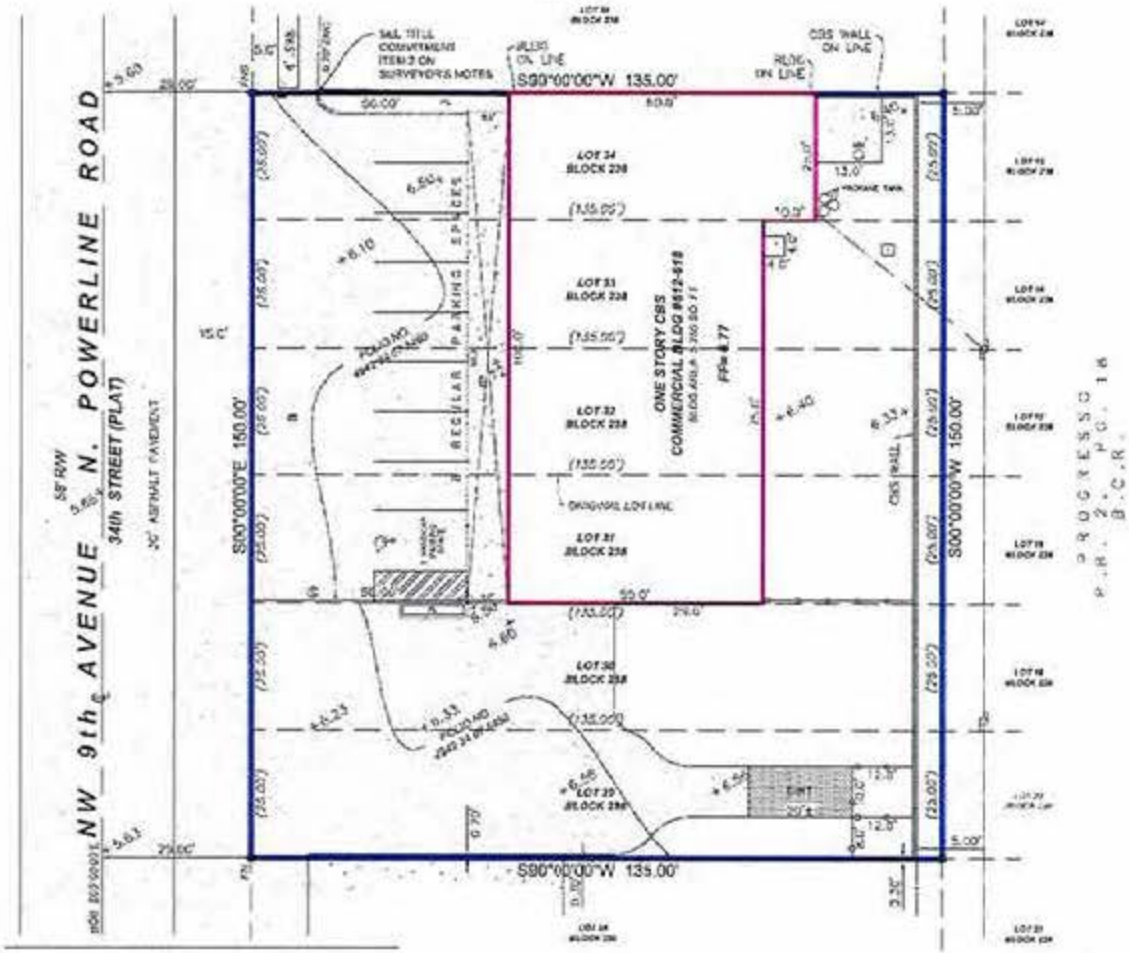

SIGNAGE
SIGNAGE
SIGNAGE
SIGNAGE


SIGNAGE
SIGNAGE

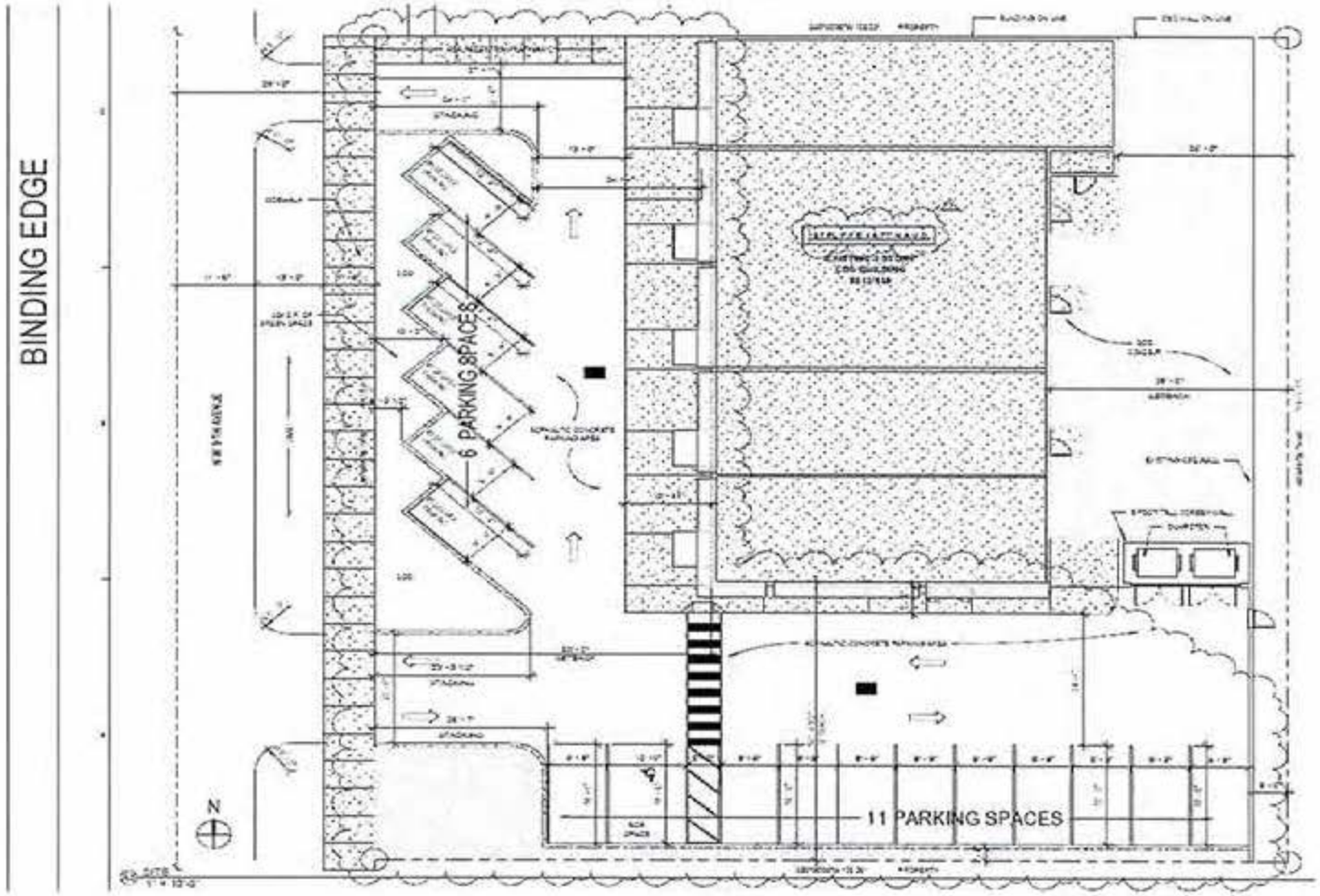


Development Plans and Renderings

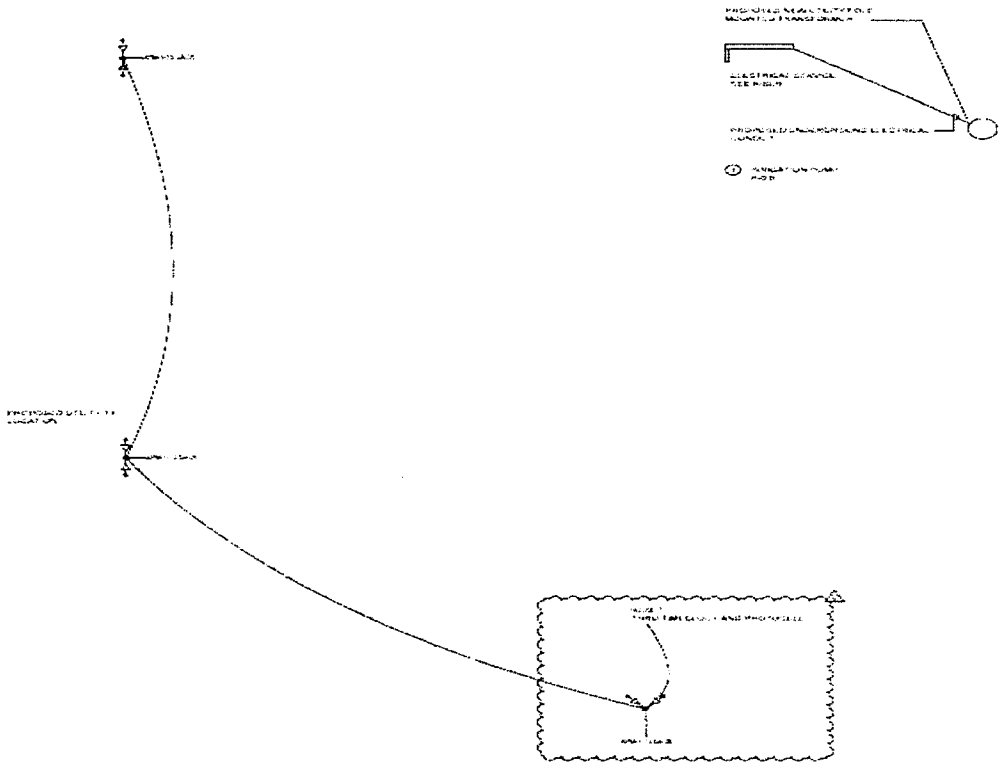
Survey



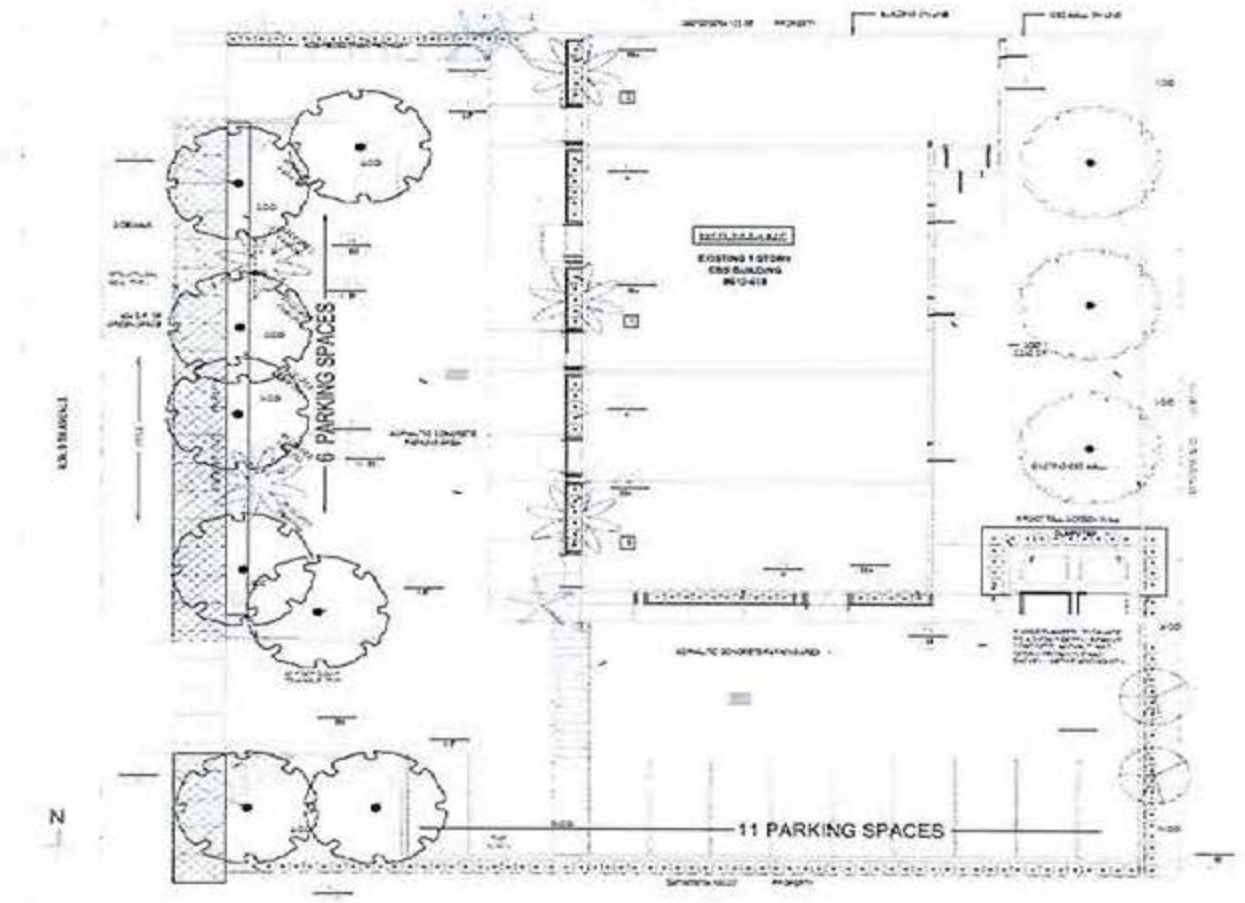
Architectural Site Plan



Electrical Site Plan



Landscape Site Plan



Landscape Plant Schedule and Plant Details

PLANT SCHEDULE

TREES and PALMS

CODE	QTY	BOTANICAL/COMMON NAME	CONT SIZE/SPACING	DIMENSIONS
QV	3	Quercus virginiana / Live Oak	B&B/ as shown	12' oah, 3"d.b.h.
BS	5	Bursera simaruba / Gumbo Limbo	B&B/ as shown	12' oah, 3"d.b.h.
KF	3	Krugodendron ferreum / Black Ironwood	B&B/ as shown	12' oah, 2.5"d.b.h.
CS	2	Cordia sebestena / Orange Geiger	B&B/ as shown	12' oah, 2.5"d.b.h.
PS	2	Pseudophoenix sargentii / Buccaneer Palm	B&B/ as shown	10' oah

SHRUB AREAS

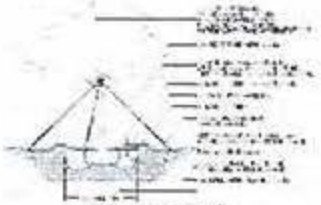
CODE	QTY	BOTANICAL/COMMON NAME	CONT SIZE/SPACING	DIMENSIONS
CHI	96	Chrysobalanus icaco 'Red Tip' / Red Tip Cocoplum	3 gal @ 24"oc	30" ht. x 24" spr.
CAC	21	Capparis cynophallophora / Jamaican Caper	3 gal@ 24" oc	24" ht. x 24" spr.
HAC	21	Hamelia patens 'Compacta' / Dwarf Firebush	3 gal@ 24" oc	24" ht. x 24" spr.
MUC	22	Muhlenbergia capillaris/ Muhly Grass	3 gal @ 24"oc	24" ht. x 12" spr.
SUM	84	Suriana Maritima / Bay Cedar	3 gal@ 24" oc	30" ht. x 24" spr.

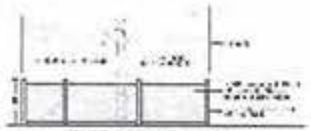
GROUNDCOVERS / MISCELLANEOUS

CODE	QTY	BOTANICAL/COMMON	SIZE
SOD		Paspalum notatum/ Bahia grass	



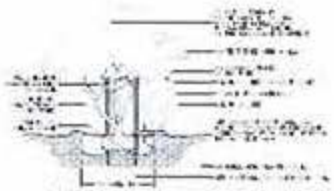

LARGE PALM PLANTING DETAIL

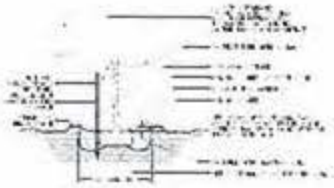

(2" cal. and over)
LARGE TREE PLANTING DETAIL


TREE PRESERVATION BARRICADE FENCING DETAIL


SHRUB / GROUNDCOVER SPACING / PLANTING DETAIL


SHRUB PLANTING DETAIL


MULTI- TRUNK AND SMALL TREE (2" cal. and under) PLANTING DETAIL


(2" cal. and under)
SMALL TREE PLANTING DETAIL

Landscape Irrigation

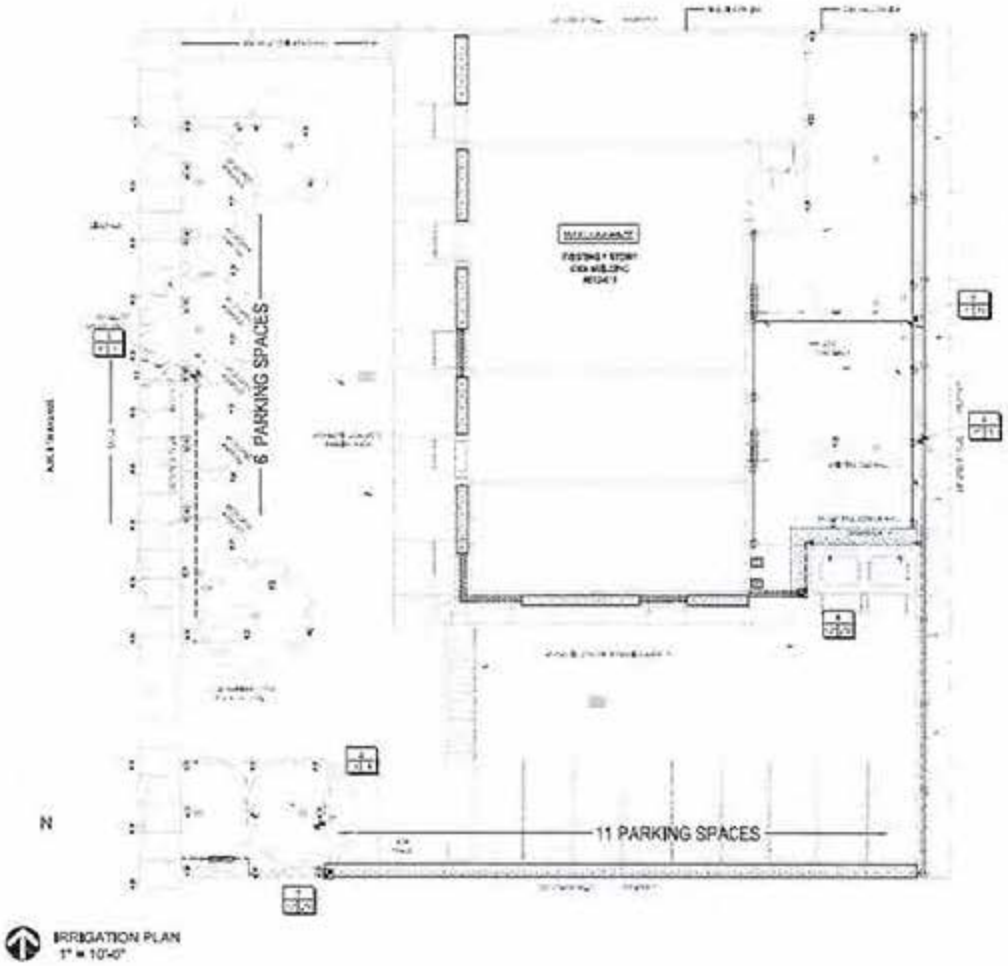
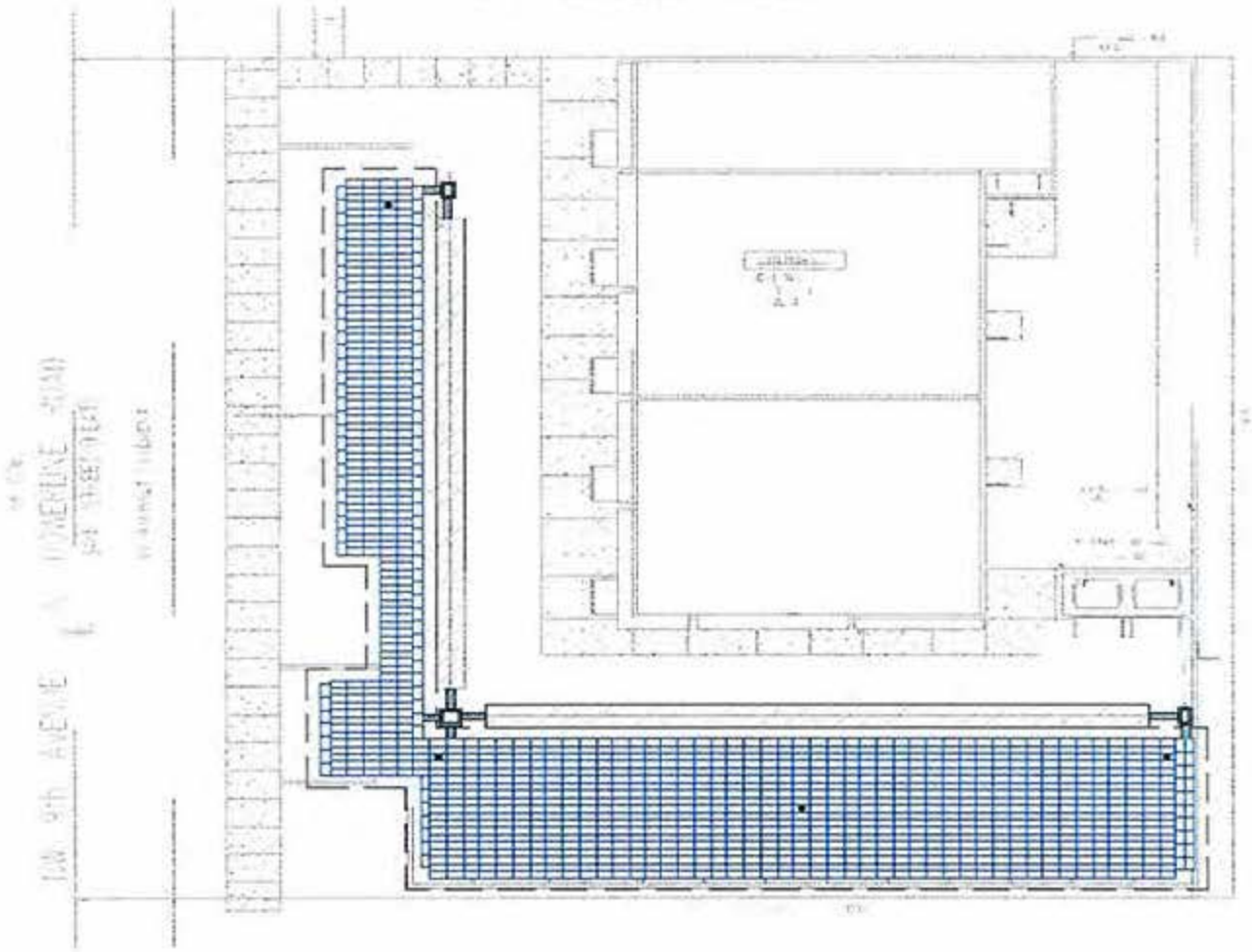


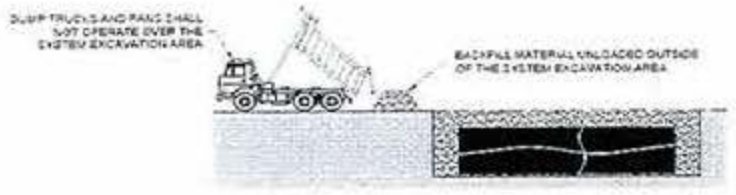


EXHIBIT 4

Water Retention Tank Site Plan



Water Retention Tank Details



DUMP TRUCK DETAIL (SEE NOTE 3)

NOTES:

1. FOLLOWING PLACEMENT OF CODE BACKFILL, A UNIFORM 12" LIFT OF THE FREELY DRAINING MATERIAL (SPEC SECTION 2 03 B) SHALL BE PLACED OVER THE R-TANK AND LIGHTLY COMPACTED USING A WALK-BEHIND TRENCH ROLLER. ALTERNATELY, A ROLLER (MAXIMUM GROSS VEHICLE WEIGHT OF 6 TONS) MAY BE USED. ROLLER MUST REMAIN IN STATIC MODE UNTIL A MINIMUM OF 24" OF COVER HAS BEEN PLACED OVER THE MODULES. SHEEP FOOT ROLLERS SHOULD NOT BE USED. SPEC SECTION 3 05 A
2. ONLY LOW PRESSURE TIRE OR TRACK VEHICLES (LESS THAN 7 PSI AND OPERATING WEIGHT OF LESS THAN 20 000 LBS) SHALL BE OPERATED OVER THE R-TANK SYSTEM DURING CONSTRUCTION. SPEC SECTION 3 05 B
3. DUMP TRUCKS AND PANS SHALL NOT BE OPERATED WITHIN THE R-TANK SYSTEM AT ANY TIME. WHERE NECESSARY, THE HEAVY EQUIPMENT SHOULD UNLOAD IN AN AREA ADJACENT TO THE R-TANK SYSTEM AND THE MATERIAL SHOULD BE MOVED OVER THE SYSTEM WITH TRACKED EQUIPMENT. SPEC SECTION 3 05 B
4. ENSURE THAT ALL UNRELATED CONSTRUCTION TRAFFIC IS KEPT AWAY FROM THE LIMITS OF EXCAVATION UNTIL THE PROJECT IS COMPLETE AND FINAL SURFACE MATERIALS ARE IN PLACE. NO NON-INSTALLATION RELATED LOADING SHOULD BE ALLOWED OVER THE R-TANK SYSTEM UNTIL THE FINAL SUB-GRADE SECTION HAS BEEN CONSTRUCTED (INCLUDING PAVEMENT). SPEC SECTION 3 05 C
5. SEE R-TANK INSTALLATION GUIDE OR CONTACT YOUR LOCAL ACF REPRESENTATIVE FOR ADDITIONAL INFORMATION.

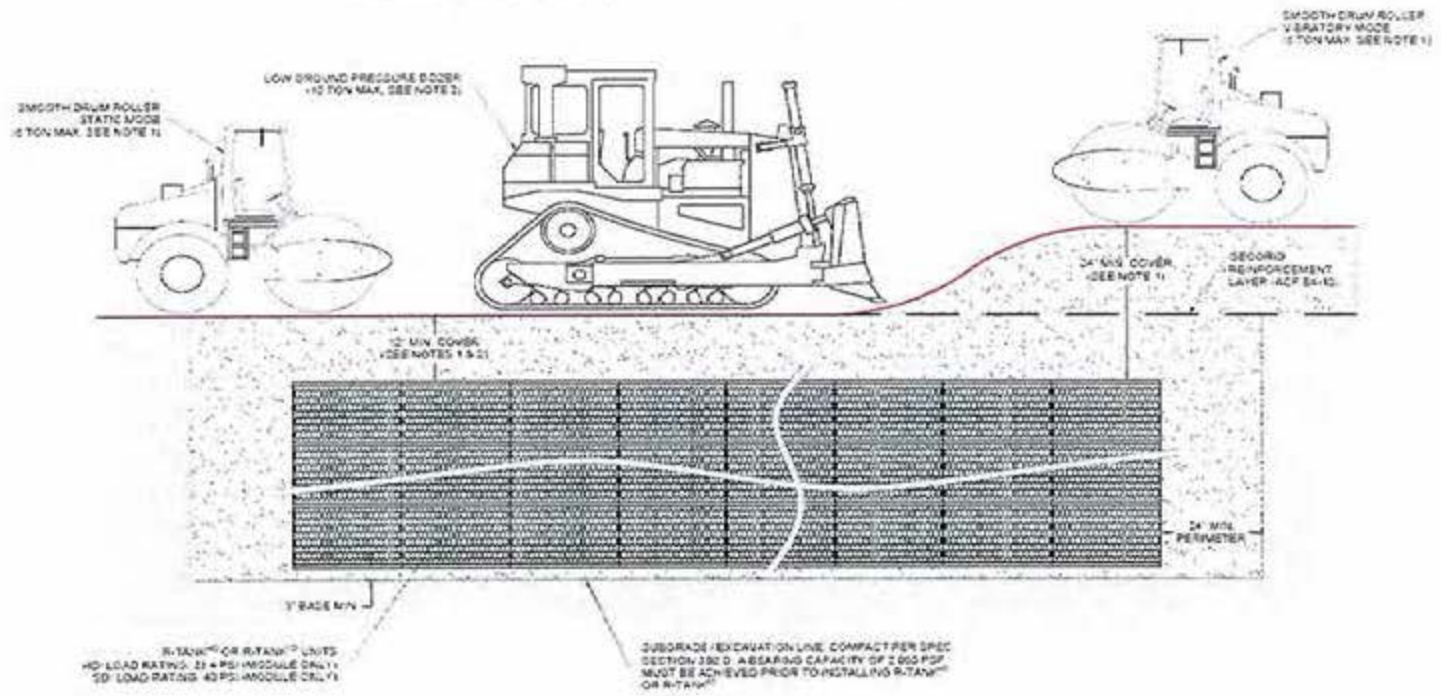


EXHIBIT 5

Environmental Protection and Growth Management Department
ENVIRONMENTAL ENGINEERING AND PERMITTING DIVISION
Water and Environmental Licensing Section
1 North University Drive, Mailbox 201, Plantation, Florida 33324
Phone * 954-519-1483 Fax * 954-519-1412

August 24, 2018

Provident Fort Lauderdale LLC
Attention: Eyal Peretz
900 NW 6th Street #101A
Fort Lauderdale, FL 33311

RE: GENERAL LICENSE GL2018-070

Project Name: 612 NW 9th Avenue (Fuse Group)
Project Address: 612 NW 9TH AVE, Fort Lauderdale

This is to notify you of the action taken by the Environmental Protection and Growth Management Department (EPGMD) concerning your application received April 17, 2018. The application has been reviewed for compliance with the following requirements.

Broward County Surface Water Management Review - GRANTED:

EPGMD has reviewed the project for compliance with the General License requirements of Chapter 27, Article V Sec. 27-191 through 27-202 of the Broward County Code.

Based on the information submitted, Surface Water Management General License No. GL2018-070 was issued on August 24, 2018. The above named licensee is hereby authorized to perform the work or operate the facility shown on the approved drawings, plans, documents and specifications, as submitted by licensee, and made a part hereof.

This approval will remain in effect subject to the following:

1. the attached Broward County General Conditions;
2. the attached Broward County Specific Conditions.

Please contact me at (954) 519-1473 should you have any questions.

Issued by:

Milton E. Reinoso Ospina E.I., Engineer Intern
Surface Water Management Program

C: GGB Engineering, Inc.
Attention: Gary G. Bloom, P.E.
2699 Stirling Road, Suite C-202
Fort Lauderdale, FL 33312

Broward County Board of County Commissioners
Mark D. Bogen • Beam Furr • Steve Geller • Dale V.C. Holness • Chip LaMarca • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
Broward.org

Broward County General Conditions

1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the licensee and enforceable by the Environmental Protection and Growth Management Department (EPGMD) pursuant to this chapter. EPGMD will review this license periodically and may revoke the license, initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants or representatives or principals.

2. This license is valid only for the specific uses set forth in the license application, and any deviation from the approved uses may constitute grounds for revocation and enforcement action by EPGMD.

3. In the event the licensee is temporarily unable to comply with any of the conditions of the license, the licensee shall notify EPGMD within eight (8) hours. Within three (3) working days of the event, the licensee shall submit a written report to EPGMD that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention toward repair, replacement, and reconstruction of destroyed facilities, and a schedule of action leading toward operation within the license conditions.

4. The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violations of federal, state or local laws or regulations.

5. This license must be available for inspection on licensee's premises during the entire life of the license.

6. By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the EPGMD, may be used by the EPGMD as evidence in any enforcement proceeding arising under Chapter 27 of the Broward County Code of Ordinances, except where such use is prohibited by Section 403.111, Florida Statutes.

7. The licensee agrees to comply with Chapter 27 of the Broward County Code of Ordinances, and shall comply with all provisions of the most current version of this chapter, as amended.

8. Any new owner of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for, and is granted the transfer of license. The transferee shall also be liable for performance in accordance with the license.

9. The licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times by EPGMD personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27 of the Broward County Code of Ordinances.

10. This license does not constitue a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.

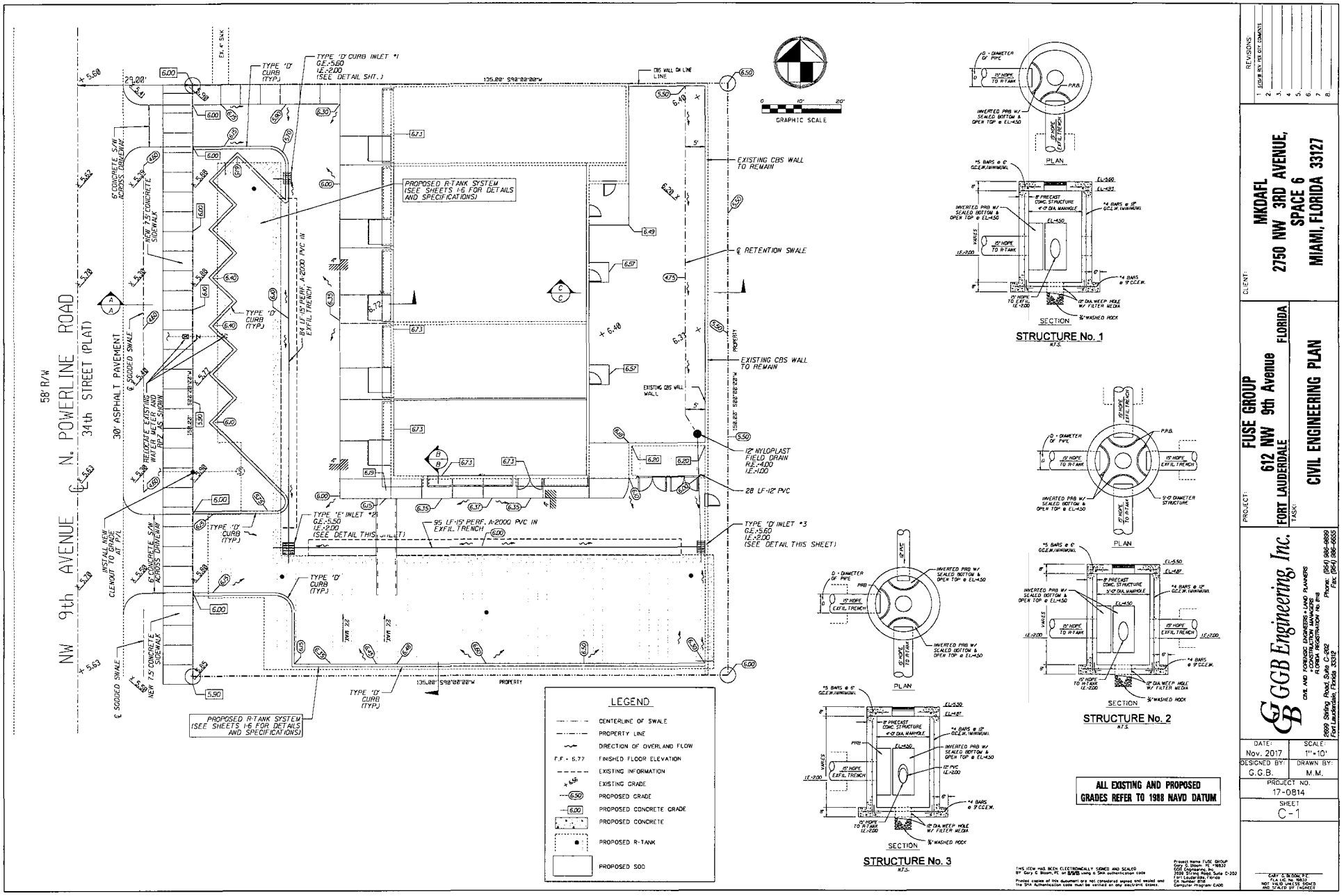
11. Enforcement of the terms and provisions of this license shall be at the reasonable discretion of EPGMD, and any forbearance on behalf of EPGMD to exercise its rights hereunder in the event of any breach by the licensee shall not be deemed or construed to be a waiver of EPGMD's rights hereunder.

Broward County Special Conditions

1. The licensee shall comply with all applicable local land use and subdivision regulations and other local requirements. In addition, the licensee shall obtain all necessary Federal, State, local and special district authorizations prior to the start of any construction alteration of works authorized by this license.

2. Electronic self-certification through the website: www.fldepportal.com/go/apply-build is required no later than 30 days after the start of construction, in accordance with the 10/2 General Permit requirements of 403.814(12) F.S.

3. The operation or construction will be in accordance with the approved details and plans submitted with the application. Any modification must be submitted to the EPGMD in writing and receive prior approval.



REVISIONS
1. ADD'L REV. PER CITY COMMENTS
2.
3.
4.
5.
6.
7.
8.

CLIENT:
MKDAFL
2750 NW 3RD AVENUE, SPACE 6
MIAMI, FLORIDA 33127

PROJECT:
FUSE GROUP
612 NW 9th Avenue
FORT LAUDERDALE FLORIDA

TASK:
CIVIL ENGINEERING PLAN

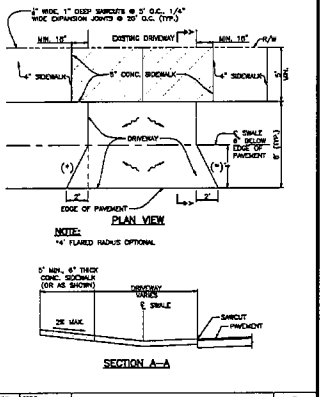
GGB Engineering, Inc.
CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
• CONSTRUCTION MANAGERS
FLORIDA REGISTRATION No. 8118
2699 Stirling Road, Suite C-202
Fort Lauderdale, Florida 33312
Phone: (954) 986-8899
Fax: (954) 986-8655

DATE: Nov. 2017
SCALE: 1" = 10'
DESIGNED BY: G.G.B.
DRAWN BY: M.M.
PROJECT NO. 17-0814
SHEET C-1

Gary C. Bloom, P.E.
FLA. LIC. No. 39632
NOT VALID UNLESS SIGNED AND SEALED BY ENGINEER

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY Gary C. Bloom, PE on 3/9/18 using a SHA authentication code
Printed copies of this document are not considered signed and sealed and the SHA Authentication code must be verified on any electronic copies.
Property Name: FUSE GROUP
Gary C. Bloom PE #39632
GGB Engineering, Inc.
2699 Stirling Road, Suite C-202
Fort Lauderdale, Florida
Computer Program: CADD

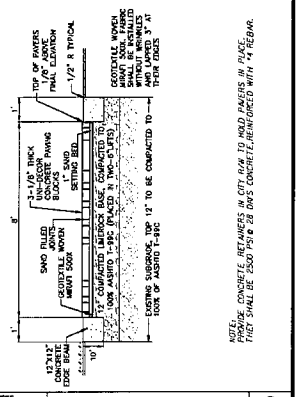
CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER



DRIVEWAY WITH CURB

DATE	SCALE		
JAN. '82	N.T.S.		C
REVISED	DRAWN BY		1.3
MARCH '09			1 OF 3

CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER



PAVERS WITH LIMESTONE BASE
CROSS SECTION

DATE	SCALE		
JAN. '09	N.T.S.		C
REVISED	DRAWN BY		1.4
MARCH '09	R.C.		1 OF 3

CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER

1) CONTRACTOR SHALL GIVE SPECIAL ATTENTION TO ACHIEVE COMPACTION REQUIREMENTS AT AREAS ADJACENT TO EDGE RESTRAINTS, CATCH BASINS, AND UTILITY STRUCTURES.

2) CONTRACTOR SHALL FORM THE INTENDED SURFACE PROFILE OF THE BASE SO THAT THE PAVERS CAN BE PLACED ON A UNIFORM THICKNESS OF BEDDING SAND.

3) SURFACE OF COMPACTED BASE SHALL BE SMOOTH WITH A SURFACE SMOOTHNESS MAXIMUM TOLERANCE OF +/- 3/8" OVER A 10' STRAIGHTEDGE. UNEVEN AREAS OF THE LIMEROCK BASE SURFACE MUST BE MADE LEVEL PRIOR TO PLACING THE BEDDING SAND. BEDDING SAND SHALL NOT BE USED TO COMPENSATE FOR AN UNEVEN BASE.

4) CONTRACTOR SHALL ENSURE THAT ALL SURROUNDINGS CONTAINING EDGES, AND COMPACTED BASE ARE COMPLETED PRIOR TO INITIATING PAVER INSTALLATION.

5) BEDDING SAND SHALL CONFORM TO ASTMC33 (CONCRETE SAND) WITH 0% PASSING NO.200 SIEVE. SPREAD BEDDING SAND AT OPTIMUM MOISTURE CONTENT EVENLY OVER BASE AND SCREED SAND TO AN EVEN THICKNESS OF 1" (+/- 3/16in.). THE SCREEDED SAND SHOULD NOT BE DISTURBED.

6) LAY PAVERS IN THE PATTERN INDICATED. MAINTAIN STRAIGHT JOINT LINES. JOINTS BETWEEN PAVERS SHALL BE CONSISTENT AND BETWEEN 1/16 TO 1/8 INCH WIDE.

7) AFTER AN AREA OF PAVERS ARE PLACED, IT SHALL BE COMPACTED WITH A VIBRATING PLATE COMPACTOR, EXERTING 5000 LBS. OF CENTRIFUGAL COMPACTION FORCE, WITH SURFACE CLEAN AND JOINTS UNSANDED. A MINIMUM OF THREE PASSES SHALL BE MADE. PLATE VIBRATOR SHALL HAVE A RUBBER MAT OR ROLLER FEET TO AVOID CHIPPING THE PAVERS.

8) JOINT SAND SHALL BE FINER THAN THE BEDDING SAND TO FACILITATE FILLING OF THE JOINTS. THIS CAN OBTAINED BY PASSING THE BEDDING SAND THROUGH A No. 8 SIEVE. AFTER THE FIRST PASS OF THE PLATE COMPACTOR, DRY JOINT SAND SHALL BE SWEPT INTO THE JOINTS AND THE PAVERS COMPACTED. REPEAT THE PROCESS UNTIL THE JOINTS ARE FILLED WITH SAND. WET SAND SHALL NOT BE INSTALLED.

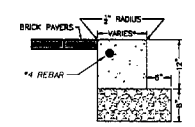
9) CONTRACTOR SHALL LEAVE TOP OF PAVERS 3/18" ABOVE FINAL ELEVATION TO COMPENSATE FOR POSSIBLE MINOR SETTLING.

10) ALL CUTS TO BE VERTICAL AND TRUE, NO EDGE PIECE TO BE SMALLER THAN 1/3 FULL PAVER SIZE.

PAVERS WITH LIMESTONE BASE
CONSTRUCTION NOTES

DATE	SCALE		
JAN. '09	N.T.S.		C
REVISED	DRAWN BY		1.4
MARCH '09	R.C.		2 OF 3

CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER



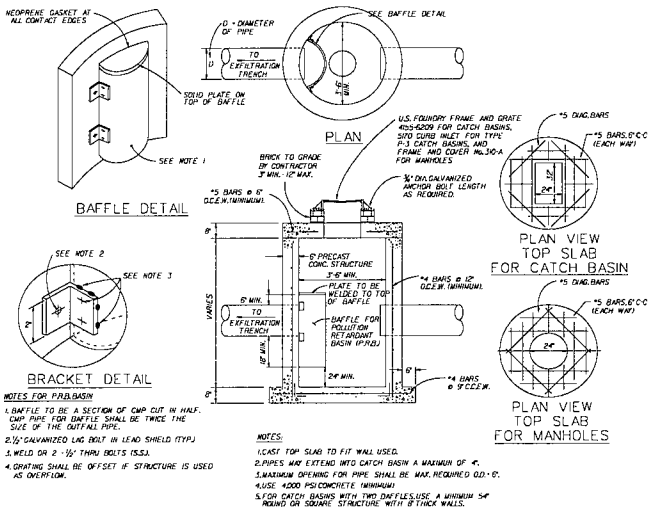
HEADER CURB

* 16" X 12" FOR ROADWAY
12" X 12" FOR WALKWAY & PARKING APPLICATIONS

NOTE:
PROVIDE CONCRETE RETAINERS IN CITY R/W TO HOLD PAVERS IN PLACE. THEY SHALL BE 2500 PSI @ 28 DAYS CONCRETE, REINFORCED WITH *4 REBAR.

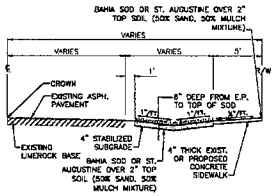
HEADER CURB

DATE	SCALE		
JAN.'82	N.T.S.		C
REVISED	DRAWN BY		3.3
MARCH '09			



TYPICAL CATCH BASIN W/ POLLUTION RETARDANT BAFFLE

CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER

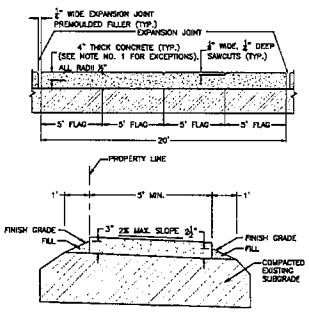


NOTE:
CONTRACTOR SHALL CENTER BOTTOM OF SWALE BETWEEN EDGE OF PAVEMENT AND R/W LINE IF NO SIDEWALK EXISTS.

6' SWALE PROFILE

DATE	SCALE		
FEB.'08	N.T.S.		D
REVISED	DRAWN BY		4.2
MARCH '09	A.C.		

CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER



NOTES:
1. A MINIMUM OF 6" THICK SIDEWALK IS REQUIRED AT SIDEWALKS THROUGH DRIVEWAYS AND ON ALL COMMERCIAL SIDEWALK APPLICATIONS.
2. CONCRETE STRENGTH SHALL BE 3000 P.S.I.
3. THE USE OF REINFORCEMENT WILL NOT BE PERMITTED.
4. SIDEWALK SLOPES SHALL MEET THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA).

SIDEWALK CONSTRUCTION

DATE	SCALE		
JAN.'82	N.T.S.		C
REVISED	DRAWN BY		2.1
MARCH '09			

REVISIONS:
1. 2. 3. 4. 5. 6. 7. 8.

CLIENT: MKDAFL
2750 NW 3RD AVENUE, SPACE 6
MIAMI, FLORIDA 33127

PROJECT: FUSE GROUP
612 NW 9th Avenue FLORIDA
FORT LAUDERDALE

TASK: CONSTRUCTION DETAILS

GGB Engineering, Inc.
CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
CONSTRUCTION MANAGERS
FLORIDA REGISTRATION No. 8116
2699 Stirling Road, Suite C-202
Fort Lauderdale, Florida 33312
Phone: (954) 986-8699
FAX: (954) 986-8655

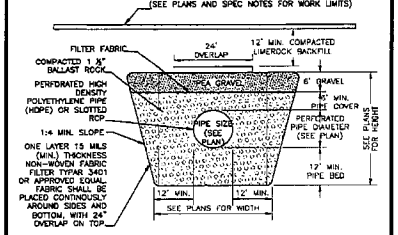
DATE:	SCALE:
Nov. 2017	N.T.S.
DESIGNED BY:	DRAWN BY:
G.G.B.	M.M.
PROJECT NO.	
17-0814	
SHEET	
C-3	

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY Gary C. Bloom, PE on 6/9/18 using a SHA Authentication code.
Printed copies of this document are not considered signed and sealed and the SHA Authentication code must be verified on any electronic copies.

Project Name: FUSE GROUP
Gary C. Bloom, P.E. #56327
GGB Engineering, Inc.
2699 Stirling Road, Suite C-202
Fort Lauderdale, FL 33312
CA Number: 8116
Computer Program: CADD

GARY C. BLOOM, P.E.
FLA. LIC. No. 56327
NOT VALID UNLESS SIGNED AND SEALED BY ENGINEER

CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER

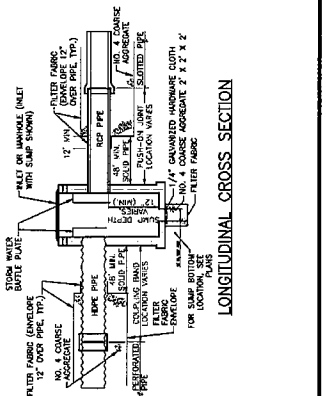


TRANSVERSE CROSS SECTION

NOTES:
1. CONTRACTOR MUST READ AND ABIDE THE CITY'S GENERAL CONSTRUCTION NOTES AND DRAINAGE DESIGN NOTES PRIOR TO STARTING CONSTRUCTION.
2. THE STANDARD CROSS SECTION SHALL BE CONSTRUCTED UNLESS OTHER SECTIONS ARE DESCRIBED OR DETAILED ON PLANS.
3. THE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO PREVENT CONTAMINATION OF THE TRENCH WITH SAND, SILT AND FOREIGN MATERIALS.
4. THE 12" WEEP HOLE SHALL NOT BE USED IF THE BOTTOM OF THE INLET OR MANHOLE IS BELLOW THE NORMAL WATER TABLE, UNLESS OTHERWISE SHOWN ON PLANS.
5. FRENCH DRAINS MUST BE INSPECTED BY THE ENGINEERING INSPECTOR PRIOR TO CONTRACTOR BACKFILLING.

DATE: FEB.'06	SCALE: N.T.S.	EXFILTRATION TRENCH SYSTEM	D
REVISED: MARCH '09	DRAWN BY: A.C.		5.1

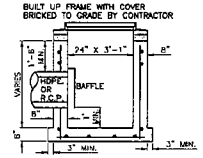
CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER



LONGITUDINAL CROSS SECTION

DATE: FEB.'06	SCALE: N.T.S.	EXFILTRATION TRENCH SYSTEM	D
REVISED: MARCH '09	DRAWN BY: A.C.		5.1

CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER

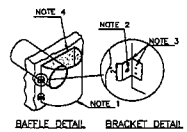


TYPE "C" CATCH BASIN (USP 3-3.0)

NOTES
1) MINIMAL CONC. STRENGTH FOR ALL CATCH BASINS AND MANHOLE STRUCTURES SHALL BE 4000 PSI.
2) CONTRACTOR IS RESPONSIBLE FOR FINAL ELEVATION AND LOCATION ADJUSTMENTS OF CATCH BASINS, GRATES, MANHOLES DUE TO FIELD CONSTRAINTS.
3) THE 12" WEEP HOLE SHALL NOT BE USED IF THE BOTTOM OF THE INLET OR MANHOLE IS BELLOW THE NORMAL WATER TABLE, UNLESS OTHERWISE SHOWN ON PLANS.

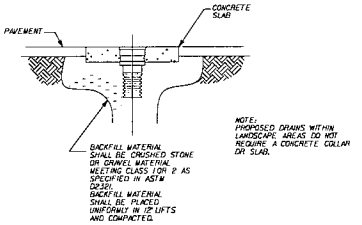
DATE: FEB.'06	SCALE: N.T.S.	POLLUTION RETARDANT BASIN & BAFFLE DETAIL FOR NEW STORM SEWERS	D
REVISED: MARCH '09	DRAWN BY: A.C.		6.1

CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER

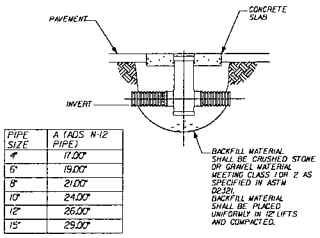


NOTES
1) BAFFLE SHALL BE C.M.P. OR C.A.P. SECTION (OUTFALL DIAMETER PIPE 6").
2) 1/2" GALV. WEDGE ANCHORS (ULT. PULLOU 6000, ULT. SHEAR 5900.)
3) WELD OR 2-3/8" THRU BOLTS
4) BOLTED TO WALL WITH TOP CAPPED. (WATER TIGHT)

DATE: FEB.'06	SCALE: N.T.S.	POLLUTION RETARDANT BASIN & BAFFLE DETAIL FOR NEW STORM SEWERS	D
REVISED: MARCH '09	DRAWN BY: A.C.		6.1

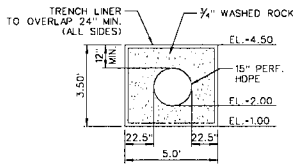


8" NYLOPLAST INLINE DRAIN

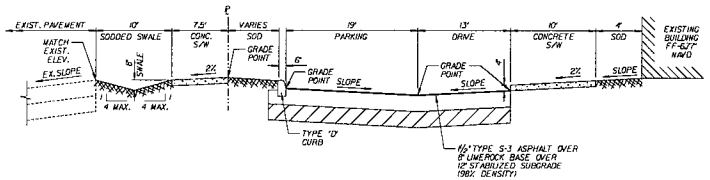


PIPE SIZE	A TADS N-12 PIPE)
4"	17.00"
6"	19.00"
8"	21.00"
10"	24.00"
12"	26.00"
15"	29.00"

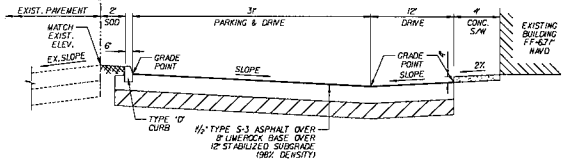
8" NYLOPLST DRAIN BASIN



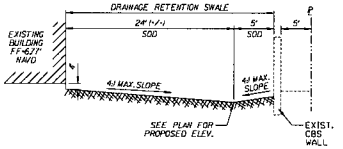
EXFILTRATION TRENCH DETAIL



SECTION "A-A"
N.T.S.

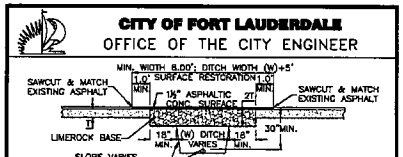


SECTION "B-B"
N.T.S.



SECTION "C-C"
N.T.S.

CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER



GENERAL NOTES

1. REPLACED BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE. MINIMUM 12", MAXIMUM 18".
2. BASE MATERIAL SHALL BE PLACED IN LAYERS NOT THICKER THAN 6" COMPACTED THICKNESS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 98% OF MAXIMUM DENSITY, PER AASHTO T-180.
3. ASPHALT PAVEMENT JOINTS (ASPHALTIC CONCRETE) SHALL BE MECHANICALLY SAWED.
4. NEW SURFACE MATERIAL WILL BE D.O.T. TYPE III ASPHALTIC CONCRETE.
5. BASE MATERIAL SHALL HAVE A MINIMUM LBR OF 100 & MINIMUM CARBONATE CONTENT OF 70% FOR MAJOR STREETS AND 60% FOR RESIDENTIAL STREETS.
6. IF THE DITCH IS FILLED TEMPORARILY, IT SHALL BE COVERED WITH A 2" ASPHALTIC CONCRETE PATCH ON MAJOR STREET AND 1-1/2" ASPHALTIC CONCRETE PATCH ON RESIDENTIAL STREET AND PARKING LOT TO KEEP THE FILL MATERIAL FROM RAVELING UNTIL PLACED WITH A PERMANENT PATCH.
7. SUBGRADE SHALL BE COMPACTED TO 100% OF DRY DENSITY PER AASHTO T-99 AND SHALL BE PLACED IN LIFTS NOT TO EXCEED 12" MAXIMUM, LOOSE MEASUREMENT.
8. PAVEMENT RESTORATION DUE TO PLACEMENT OF 4" CAS MAINS OR LARGER SHALL BE AS SHOWN ON THIS DETAIL WITH A 3" MINIMUM WIDTH AND PLACEMENT OF CONTINUOUS METALLIC TAPE OR #12 WIRE WRAPPED AROUND THE PIPE(S).
9. THE PROVISIONS IN THIS DETAIL SUPERSEDES ALL OTHER RELATED PROVISIONS MENTIONED IN CITY OF FORT LAUDERDALE CONSTRUCTION STANDARDS AND SPECIFICATIONS.

DATE: APRIL'04	SCALE: N.T.S.	RESTORATION OF PAVEMENT	P
REVISED: MARCH '09	DRAWN BY:	UTILITY CROSSING	4.1

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY Gary C. Bloom, PE on 6/9/16 using a SHA authentication code
Printed copies of this document are not considered signed and sealed and the SHA Authentication code must be verified on any electronic copies

Project Name: FUSE GROUP
GGB C. Bloom, PE #76837
GGB Engineering, Inc.
2999 Stirling Road
Suite C-202
Fort Lauderdale, Florida
CA Number 8118
Computer Program CADD

REVISIONS
1. SFWMD RAI, FDEP COMMENTS
2.
3.
4.
5.
6.
7.
8.

CLIENT: MKDAFL
2750 NW 3RD AVENUE, SPACE 6
MIAMI, FLORIDA 33127

PROJECT: FUSE GROUP
612 NW 9th Avenue
FORT LAUDERDALE FLORIDA

TASK: CONSTRUCTION DETAILS

GGB Engineering, Inc.
CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
• CONSTRUCTION MANAGERS
FLORIDA REGISTRATION No. 8118
2999 Stirling Road, Suite C-202
Fort Lauderdale, Florida 33312
Phone: (954) 986-8899
Fax: (954) 986-8855

DATE: Nov. 2017	SCALE: N.T.S.
DESIGNED BY: G.G.B.	DRAWN BY: M.M.

PROJECT NO. 17-0814

SHEET C-4

GARY C. BLOOM, PE
FLA. LIC. NO. 76837
NOT VALID UNLESS SIGNED AND SEALED BY ENGINEER

EXHIBIT 6

Streetscape Project Costs

DUNN DEVELOPMENT

LICENSED AND INSURED CGC# 1521127

	Project Description
Location:	612 NW 9th Avenue Fort Lauderdale, FL
Scope:	Streetscape Program

BUDGET SUMMARY
CIVIL SCOPE AT 612 NW 9TH
2/18/2019

Item	Description	Cost	Notes
1	General Conditions	$21,690.00	Supervision, Management 6ea Weeks
2	General Trades	$6,330.00	Cleaning, Waste Removal, Protection, Site Fence
3	Selective Demolition	$8,710.00	Demo & Haul Away Existing Paving and Side Walks
4	Land Preperation	$12,970.00	Prepare site for sidewalks, curbs and asphalt
5	Side Walks & Curbs	$24,390.00	New Side Walks (1,300 SF) and New Curbs (332 LF)
6	Asphalt	$28,110.00	Mill & Resurface Asphalt (2,500 SF)
7	Streetlights	$8,760.00	Light poles and floor light fixtures
8	Landscape	$9,520.00	New Sod, Mulch, Trees, Irrigation
9	Water Retention Tank	$77,960.00	Furnish and install water tank under parking lot
10	Survey & MOT	$7,430.00	Survey & MOT 6ea Weeks
	Total Direct Cost	**$205,870.00**	
11	Fee	$14,410.90	7.00%
12	Insurance GL	$2,367.51	1.15%
	Estimate Subtotal	**$16,778.41**	
13	Contingency	$6,176.10	3.00%
14	Permits	$4,117.40	2.00%
15	Overhead and Profit	$30,880.50	15.00%
	Estimate Total	**$263,822.41**	

DUNN DEVELOPMENT LLC
Address: 10300 SW 72 ST #446
MIAMI, FL 33173
License Number: CGC 1521127

EXHIBIT 7

612 NW 9th Avenue:

Streetscape Enhancement Program (SEP)

Property and Business Improvement Program (PBIP)

Focus Area 2

Provident Fort Lauderdale, LLC – 900 NW 6th Street, Fort Lauderdale, FL 33311 – T954.926.7500 C305.321.5131 – eyal@fusefundingllc.com


SIGNAGE
SIGNAGE
SIGNAGE
SIGNAGE

Table of Contents

Application Cover 1
Project Overview Rendering 2
Summary 3
Table of Contents 4
Application for CRA Funding 4
Company's Business Plan 5
Folio Map 7
Aerial Map 8
Aerial View 9
Property Information 10
Property Warranty Deed 11
Development Permitting Information 12
Current/Before Pictures 16
Development Plans and Renderings 17
Streetscape Project Costs 30
General Contractor Information 31
Provident Fort Lauderdale, LLC - Articles of Incorporation 32
Provident Fort Lauderdale, LLC – Florida Registration Application 33
Provident Fort Lauderdale, LLC – Florida Registration Certificate 34
Provident Fort Lauderdale, LLC – IRS EIN Number 35
Provident Fort Lauderdale, LLC - Corporate Income Tax Returns 36
Application for CRA Funding Assistance 38
Personal History Statement 41
Credit Check Release Form 42
Application Request Supplemental Information 43
List of All Jobs to Be Created 45



APPLICATION FOR CRA FUNDING

This project is comprised of 2 consecutive parcels, where one parcel has an existing structure erected on, which streetscape we seek to substantially retrofit through this enhancement program.

Provident Fort Lauderdale, LLC submits this application for CRA funding on the following Program/Properties:

Address and Program	Amount
612 NW 9th Ave	
Streetscape Enhancement Program (SEP)	$100,000.00

Date: March 11, 2019

City of Fort Lauderdale Community Redevelopment Agency – CRA
Northwest-Progresso-Flagler Heights Community Redevelopment Area
914 NW 6th Street, Suite 200
Fort Lauderdale, FL 33311

RE: *NON-RESIDENTIAL INCENTIVE PROGRAMS: Application for 3- Streetscape Enhancement Program (SEP) – Focus AREA 2*

We are pleased to submit the enclosed application for commercial Streetscape Enhancement Program (SEP) that will enable us to completely change the streetscape and façade of the building located at 612 NW 9th Ave. Fort Lauderdale, FL 33311.

Provident Fort Lauderdale, LLC is determined to make a difference in the Sistrunk-Powerline Corridor and devoted the majority of its resources to make this endeavor successful. We envision the intersection of Powerline and Sistrunk Blvd to be epicenter of workspace, dining, lifestyle and entertainment.

Provident Fort Lauderdale, LLC is already in the process of engaging with business concepts that have shown tremendous interest in the area and will create jobs as soon as renovations are completed. Based on our assessment, the revitalization of this intersection will help to create and bring a total of 68-98 new jobs to this area.

The proposed streetscape enhancements will include features such as new sidewalks, asphalt and curbs, landscaped yards, many types of trees and palms, shrub and ground covers, irrigation system, brand new light poles and floor light fixtures, underground water retention tank for heavy rain and others.

This proposed revitalization will attract new businesses to the area, creating an environment that is exciting for upcoming businesses, creating a work environment that encapsulate modern work space with lifestyle elements that can complement the workforce, can create work opportunities for the community and will push further additional business operators, developers and entrepreneurs to invest in the area either in form of opening businesses or investment in the community.

Provident Fort Lauderdale, LLC and its affiliated entities commitment to the area is evidenced by its proposed $4,300,000 investment in this intersection alone (other investments in the area are currently contemplated), for example the complete revitalization of the buildings at 900 and 914 NW 6th St. that is expected to be finished by April 2019.

Based on our financial commitment, vast experience in real estate and other real estate factors and most importantly our commitment to the community, we respectfully request that the CRA Board and its Advisory Board will find that our application qualifies for the applied supporting funds and that we will be able to bring to life what we believe is so needed to this space.

Sincerely,
Eyal Peretz
Managing Member
Provident Fort Lauderdale, LLC

Company's Business Plan

- The opportunity: to create a work/lifestyle center in the intersection of Powerline and Sistrunk, just west of the railway train track.
- Positioning and Investment in the Community: the buildings located at 900, 914, 930 NW 6th St have been purchased with an all cash purchase. The renovation will convert the building and transform it from an outdated and dilapidated office/retail space to state-of-the-art office space and entrepreneurial center with focus on real estate.
- Creating opportunities through network and experience: as an affiliate of Florida Prime Acquisitions, LLC the founders through their wide network is set to attract office users that can contribute to a developing real estate area as well as providing the required support via lifestyle elements that will create an uplifting and exciting area to live and work in.
- Working with the Community
- Living in Art: by incorporating art into the architectural elements of the buildings we seek to promote beautification and inspire people from within the community as well as from out of the community to connect with the area and see it as the vibrant corridor it can be.
- Lifestyle – bringing the fun back home! It's not all work after all... we believe that the Sistrunk corridor should have active lifestyle elements such as restaurants, active night life and entertainment. By incorporating proven methods to the design, we seek to trigger interest of groups that have operating businesses elsewhere and bring them close to home.

Mission Statement. We seek to make the Powerline/Sistrunk Blvd intersection an epicenter occupied by vibrant businesses, restaurants, lifestyle and entertainment to serve the community by transforming the visual experience in the area.

Overview. The Applicant seeks to transform the existing dilapidated space into a 1st class modern work, lifestyle and entertainment center that incorporates design, architecture, inviting and stimulating approach to attract business drivers and inspire them to create, drive and facilitate additional business development in Broward county and in particular in the immediate area.
Our vision includes workspace, business think tank, restaurants, entertainment, yoga and holistic center, boutique stores along with strong engagement with the community to assure the concepts success.

Core Values.

(a) Dare to make a difference - we are committed to make it happen and our track record shows that when we commit to something... we will work tiredly to make it a reality.
(b) Be True – this is one of the most important principals in our work and life ethics. It is important for us to assure we are honest, remain true and that we do the right thing (even if it's hard sometimes).
(c) Be relentless - Never stop until you accomplished what you set yourself to do!
(d) Communicate clearly and mean what you say. Also, if you said you are going to do something... DO IT!
(e) Respect everyone around you – it just does not work any other way.

Best Use Determination. Based on our experience and market understanding, we believe that without major visual change it will be nearly impossible to truly attract business owners and operators to see the untapped potential in the community and make the decision to invest in the community. By investing and transforming the physical appearance of the buildings, people will be able to see the potential and engage with the community, create and facilitate more business.

Background. In December 2016, FH III, LLC had purchased the complex located in 900 NW 6th St, 914 NW 6th St and 930 NW 6th St. We are excited to be in this market space and have full faith that this market can flourish should one be able to offer a space that is exciting, innovative and attractive to modern business operators and users.
We come to the market to break the misconception that the corridor in play can only offer under developed properties with low curb appeal by utilizing a network with over twenty years to bring a fresh look and close-knit network to the market.

The Applicant Capacity. The property is comprised of 3 buildings whereas that total sq. Ft. is appx 22,400. The facility once stabilized and fully occupied can accommodate 30-40 people on the second floor of the 900 building, 3-4 retail venues on the same building with 25-40 employees at the same building, up to two tenants in the 930 building with 10-15 employees and the 914 building which is fully occupied by the CRA. Furthermore, once functional, the facility will support functions and events that can accommodate additional 30-40 people at the time.

The applicant is an experienced real estate developer that has a proven track record of revitalizing office and retail spaces in Florida, New York, Georgia, South Carolina, North Carolina and Israel. Applicant has a strong network in the business and retail arena which he intends to utilize in order to trigger business owners' interest in the area. Applicant is a calculated and seasoned entrepreneur, understands this process may take time and is ready to commit its resources to the area and the process in terms of both time and money.

Partners. We have retained the services of an experienced architectural firm to assist in the vision. Amongst the companies we partnered with, one can find MKDA, Halliday Group, Dunay Miskal Backman LLP, Fuse Funding, LLC, Florida Prime Acquisitions and more.

We further retained the services of the nationally known executive chef of a famous Miami restaurant to assist us in curating the food and entertainment aspect of the project.

We are hopeful to partner with the Fort Lauderdale CRA to better our odds for success

Why Invest in this area?

The purpose of the renovation will be to bring in a management company at proposed suite 201 at 900 NW 6th St and a Business Accelerator tenant on suite 202 at 900 NW 6th St. the renovation is comprised of exterior modernization on the three buildings via face lift pf the façade, as well as an interior renovation of the second floor of 900 NW 6th St to make it tenant ready.

The Company is currently under discussion with additional food, lifestyle and entertainment concepts such as coffee shop, restaurants, yoga/holistic center, Grill Bar and boutique stores which are looking to occupy the first floor of the 900 and 930 buildings as well as other that are looking at FH III, LLC project which is across the street.

About Us.

Ofer Tamir - Managing Member

Starting in 1984, and while managing a 500-employee organization in the textile industry, Mr. Tamir purchased and syndicated a substantial real estate portfolio comprised of commercial, residential and development projects in Florida, Georgia, Texas, Tennessee, Costa Rica and Israel. Mr. Tamir also acquired numerous tracts of land for future development in Israel and extended many private loans to real estate entrepreneurs.
following the Real Estate debacle of 2008, Mr. Tamir co-founded Florida Prime Acquisitions, a real estate investment company that acquired hundreds of commercial and residential properties in South Florida.

Mr. Tamir is heavily involved in the South Florida community by volunteering many hours as the Chairman of the Board of the Israeli American not for profit organization, The Riviera Parliament, Inc.

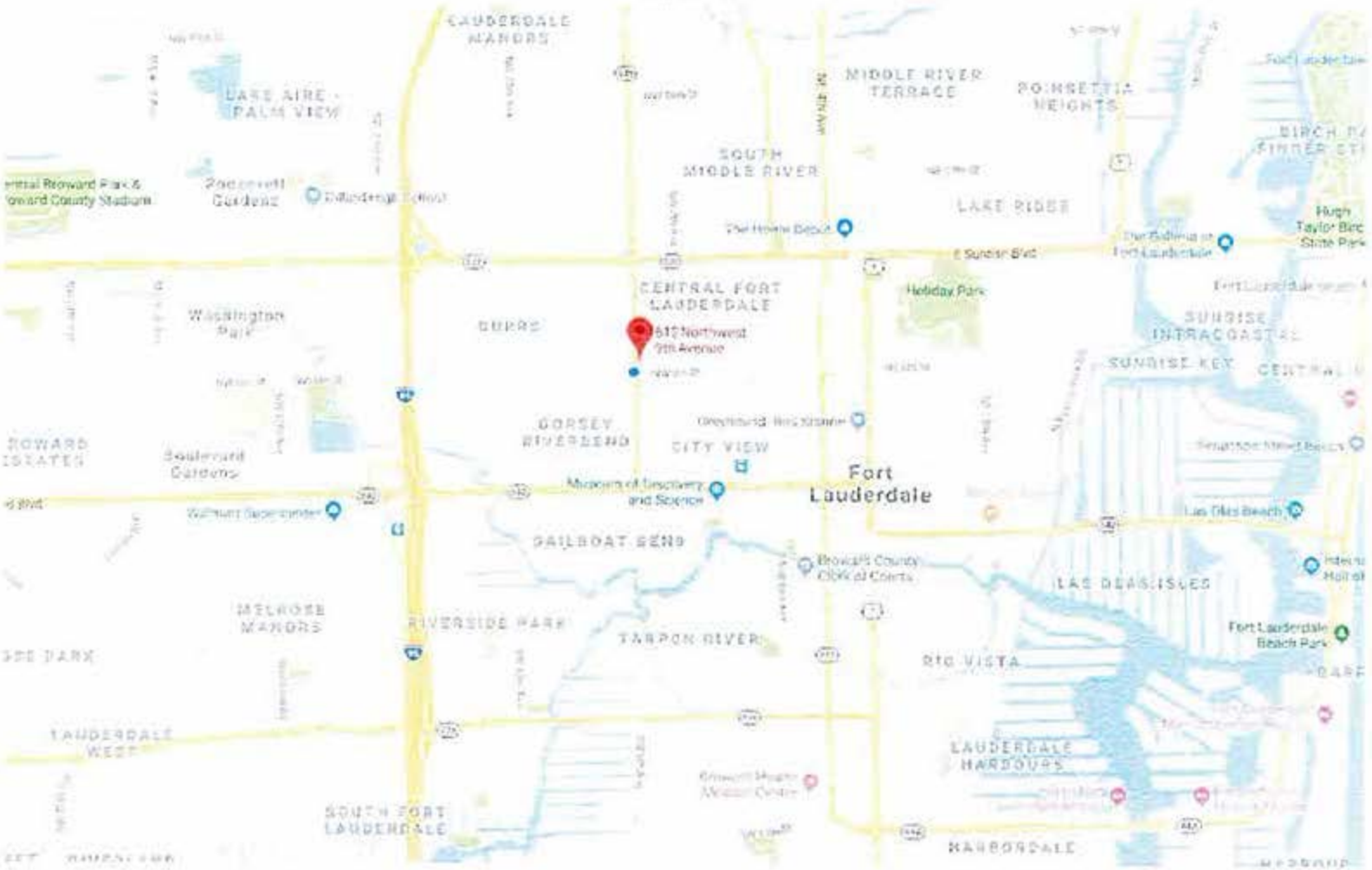
Dr. Shimon Elkabetz - Managing Member

Shimon Elkabetz is a special investments consultant to the board and was up to January 2016 co-CEO of Harel Investments Insurance and Finance, one of Israel's largest publicly traded insurance and financial groups. He previously served as CEO of Ilanot Discount, Ilanot Batucha Investment House, and Harel Finance. Dr. Elkabetz's expertise is in the area of real estate investments and the mortgage business. From 2001 to 2004, Dr. Elkabetz served in senior roles at DBTC & UBC in Geneva, Switzerland. He received a BA in Economics and Accounting from the University of Haifa, a Master's in Economics from The Technion Institute, and a Ph.D. in Businesses Administration from the University of Haifa.

Folio Map


618 Northwest 9th Avenue
Sistrunk Blvd
NW 6th St
NW 7th Ave
NW 9th Ave
Bank of America Financial Center
FAMILY DOLLAR

Area Map


LAUDERDALE MANORS
LAKE AIRE - PALM VIEW
MIDDLE RIVER TERRACE
POINSETTIA HEIGHTS
SOUTH MIDDLE RIVER
LAKE RIDGE
Washington Park
CENTRAL FORT LAUDERDALE
DOWNTOWN
610 Northwest 9th Avenue
Holiday Park
SUNRISE INTRACOASTAL
SUNRISE KEY
GORDY RIVERSEND
CITY VIEW
Fort Lauderdale
SAILBOAT BEND
LAS OLAS ISLES
MELROSE MANORS
RIVERSIDE PARK
TARPON RIVER
RIO VISTA
Fort Lauderdale Beach Park
LAUDERDALE WEST
LAUDERDALE HARBOURS
SOUTH FORT LAUDERDALE
HARBORDALE

Aerial View



Property Information

3/27/2019 City of Fort Lauderdale - Building Services

FOLIO NBR	9234078460	**# Of Unit**	3
Parent ID		**Status**	A
Address	512 NW 9 AVE		
City/State/Zip	FORT LAUDERDALE, FL 33311		

Property

Section	34	**Map Book**	48024
Township	49	**Map Page**	336
Range	42	**X Coord**	
Block	0328	**Y Coord**	
Lot	0031	**Lot Area**	0.000
Subdivision	923407	**Frontage**	0

Property Warranty Deed

Instr# 114423371 , Page 1 of 2, Recorded 06/05/2017 at 02:28 PM
Broward County Commission
Deed Doc Stamps: $3850.00

Instr# 114423371 , Page 2 of 2, End of Document

Prepared by:
Mariana Mendoza
South Coast Title Company
9211 SW 72nd Street, Suite 182
Miami, Florida 33173
Tel: 305-595-9949

Parcel ID Number: 49-42-34-07-0400 and 49-42-34-07-0440

Warranty Deed

This Indenture, made this 23rd day of May, 2017 A.D. Between
ROMELIO J. RIVERON, A married man

of the County of Miami-Dade, State of Florida, grantor, and

PROVIDENT FORT LAUDERDALE, LLC a Delaware Limited Liability company

whose address is 2229 Sheridan Street Hollywood Florida 33020
of the County of Broward, State of Florida, grantee.

Witnesseth that the said grantor, for and in consideration of the sum of TEN DOLLARS ($10) and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Broward, State of Florida, to-wit:

Lot 29 and 30, Block 329, PROGRESSO, according to the Plat thereof as recorded in Plat Book 2, Page 18, Public Records of Dade County, Florida. said land situate lying and being in Broward County, Florida.

AND

Lot 31 through 34 inclusive, Block 329, PROGRESSO, according to the Plat thereof recorded in Plat Book 2, Page 18, Public Records of Dade County, Florida said land situate, lying and being in Broward County, Florida

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantor. The Grantor's HOMESTEAD address is 843 71 Street, Miami Beach Fl 33141

And the grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.
In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

Witness: [signature] Printed Name: Patricia Sosa
Witness: [signature] Printed Name: Daniel Sidney

ROMELIO J. RIVERON

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 23 day of May, 2017 by
ROMELIO J. RIVERON
who is personally known to me or who has produced Florida driver's license as identification.

Printed Name: Daniel Sidney
Notary Public
My Commission Expires: / /

DANIEL SIDNEY
NOTARY PUBLIC STATE OF FLORIDA
Commission # FF 915 Expires: May 31, 2021

Development Permitting Information

DISPLAY THIS CARD ON FRONT OF JOB

CITY OF FORT LAUDERDALE

BUILDING PERMIT

CALL IN INSPECTIONS BETWEEN 8AM & 3:00PM

PERMIT 17122520 DATE 12/13/2018

ADDRESS 612 NW 9 AVE

OWNER PROVIDENT FORT LAUDERDALE LLC

CONTRACTOR DUNN DEVELOPMENT LLC
BALTCSM NAME

PURPOSE FUSE GROUP, EXTERIOR ALTERATIONS 5100

SUBDIVISION PROGRESSO 2-18 D BLKS 282-332

BLOCK 0328 LOT 0031 ZONE I

CERTIFICATE OF OCCUPANCY MUST BE SECURED BEFORE THIS BUILDING CAN BE USED FOR ANY PURPOSE

DO NOT REMOVE THIS CARD BEFORE COMPLETION

FOR INSPECTIONS CALL 954-828-5191 or

SCHEDULE ONLINE at www.fortlauderdale.gov

See Permit receipt for web instructions

FORM AB-243 Revised 07/12

Master Permit

2/27/2019 City of Fort Lauderdale - Building Services

EgovPlus Online Services

Permit Number	17122520	**FOLIO NBR**	9234078460
Permit Type	BALTCSM	**Balance Due**	$0.00
Property Address	612 NW 9 AVE	**Status**	Open

Electrical Permit

3/13/2019 City of Fort Lauderdale - Building Services

EgovPlus Online Services

Permit Number	17122561	**FOLIO NBR**	9234078460
Permit Type	ECOMMNEW	**Balance Due**	$1,264.14
Property Address	612 NW 9 AVE	**Status**	Open

General Landscape Permit

3/13/2019 City of Fort Lauderdale - Building Services

EgovPlus Online Services

Permit Number	18062301	**FOLIO NBR**	9234078460
Permit Type	LGENERAL	**Balance Due**	$90.00
Property Address	612 NW 9 AVE	**Status**	Open

Engineering Landscape Permit

3/13/2019 City of Fort Lauderdale - Building Services

EgovPlus Online Services

Permit Number	18101141	**FOLIO NBR**	9234078460
Permit Type	GLANDSCAPE	**Balance Due**	$140.00
Property Address	612 NW 9 AVE	**Status**	Open

Landscape Sprinkler Permit

3/13/2019 City of Fort Lauderdale - Building Services

EgovPlus Online Services

Permit Number	18101494	**FOLIO NBR**	9234078460
Permit Type	PLAWNSPRIN	**Balance Due**	$424.50
Property Address	612 NW 9 AVE	**Status**	Open

Landscape Tree Removal Permit

3/13/2019 City of Fort Lauderdale - Building Services

EgovPlus Online Services

Permit Number	18062299	**FOLIO NBR**	9234078460
Permit Type	LTREEREMOV	**Balance Due**	$75.00
Property Address	612 NW 9 AVE	**Status**	Open

Streetscape Project Costs

DUNN DEVELOPMENT

LICENSED AND INSURED CGC# 1521127

	Project Description
Location:	612 NW 9th Avenue Fort Lauderdale, FL
Scope:	Streetscape Program

BUDGET SUMMARY
CIVIL SCOPE AT 612 NW 9TH
2/18/2019

Item	Description	Cost	Notes
1	General Conditions	$21,690.00	Supervision, Management 6ea Weeks
2	General Trades	$6,330.00	Cleaning, Waste Removal, Protection, Site Fence
3	Selective Demolition	$8,710.00	Demo & Haul Away Existing Paving and Side Walks
4	Land Preperation	$12,970.00	Prepare site for sidewalks, curbs and asphalt
5	Side Walks & Curbs	$24,390.00	New Side Walks (1,300 SF) and New Curbs (332 LF)
6	Asphalt	$28,110.00	Mill & Resurface Asphalt (2,500 SF)
7	Streetlights	$8,760.00	Light poles and floor light fixtures
8	Landscape	$9,520.00	New Sod, Mulch, Trees, Irrigation
9	Water Retention Tank	$77,960.00	Furnish and install water tank under parking lot
10	Survey & MOT	$7,430.00	Survey & MOT 6ea Weeks
	Total Direct Cost	**$205,870.00**	
11	Fee	$14,410.90	7.00%
12	Insurance GL	$2,367.51	1.15%
	Estimate Subtotal	**$16,778.41**	
13	Contingency	$6,176.10	3.00%
14	Permits	$4,117.40	2.00%
15	Overhead and Profit	$30,880.50	15.00%
	Estimate Total	**$263,822.41**	

DUNN DEVELOPMENT LLC
Address: 10300 SW 72 ST #446
MIAMI, FL 33173
License Number: CGC 1521127

Current/Before Pictures



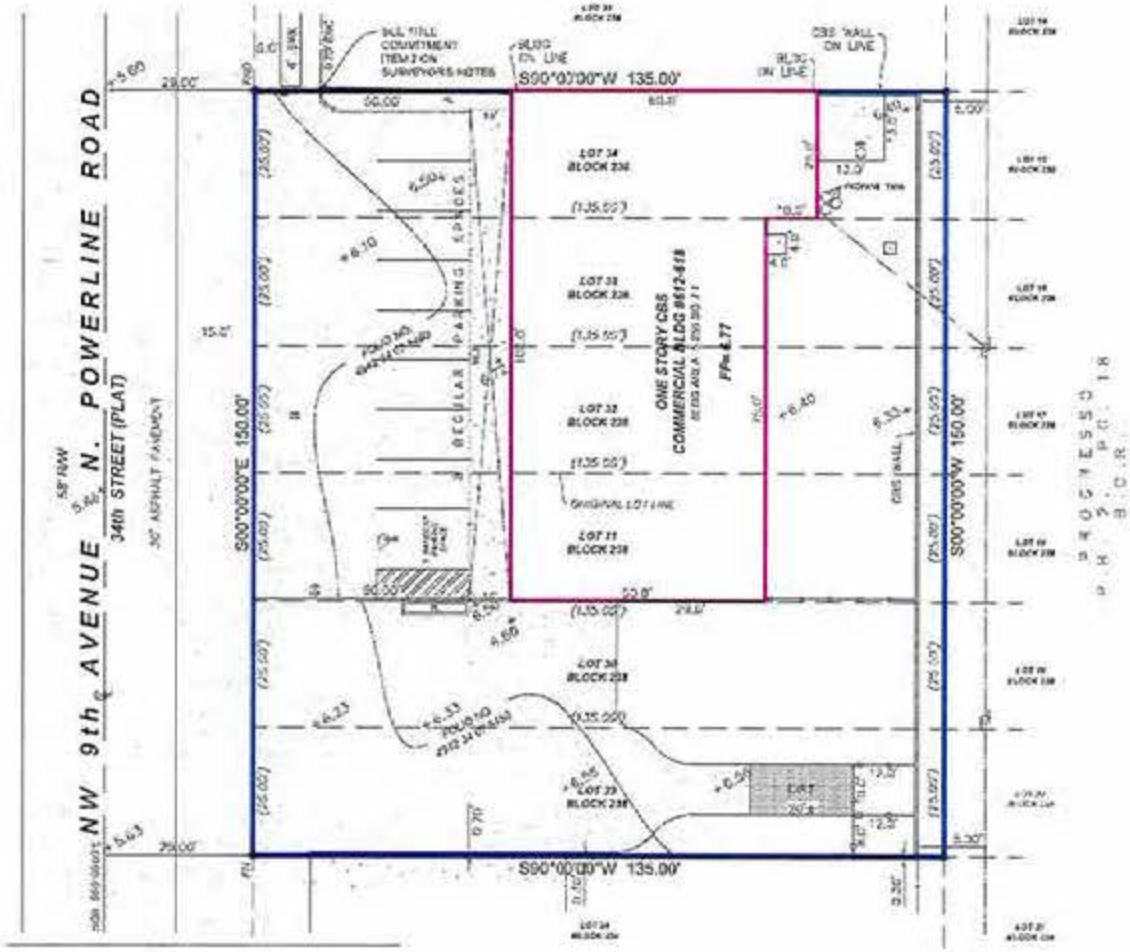




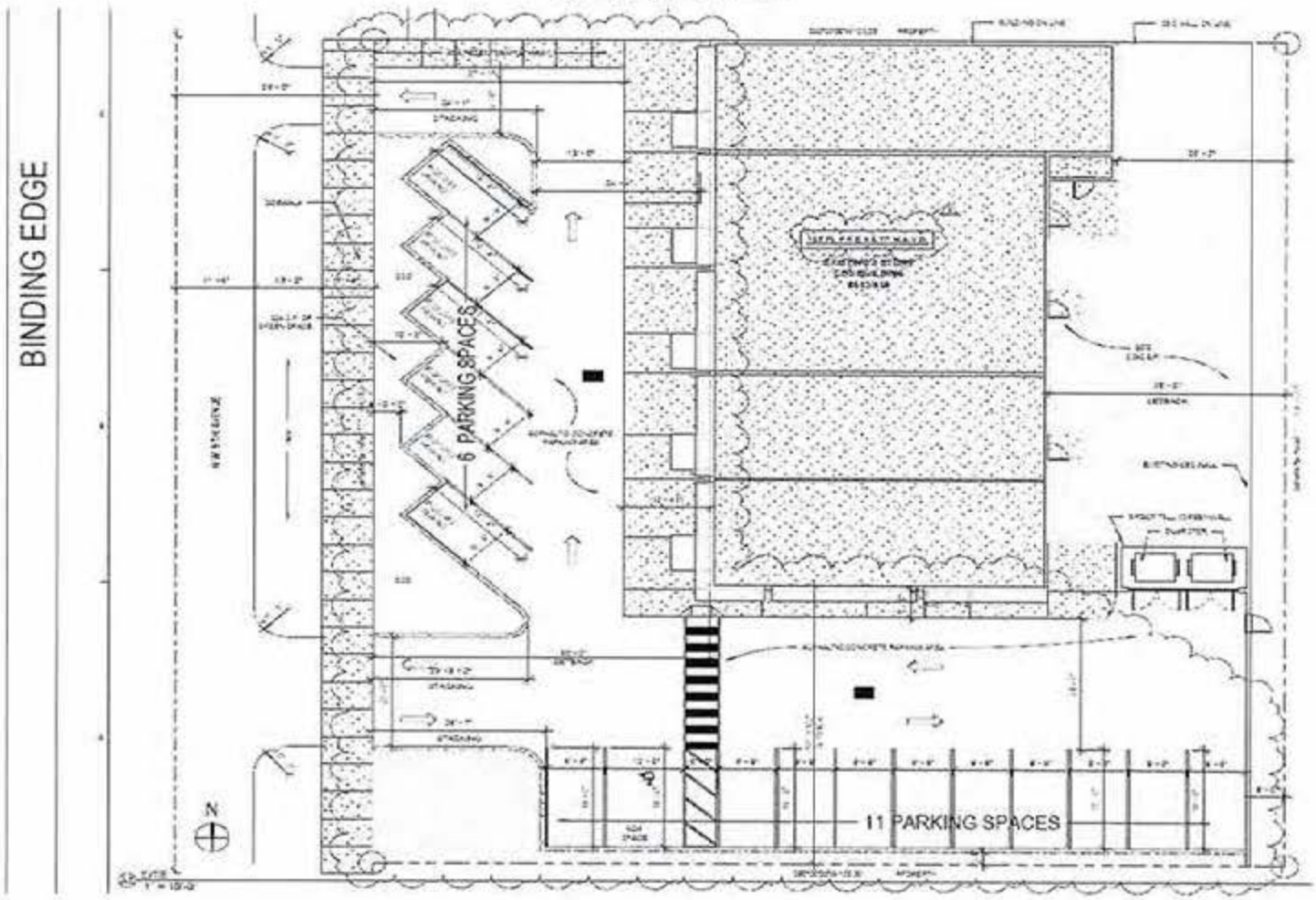


Development Plans and Renderings

Survey



Architectural Site Plan



Architectural Renderings



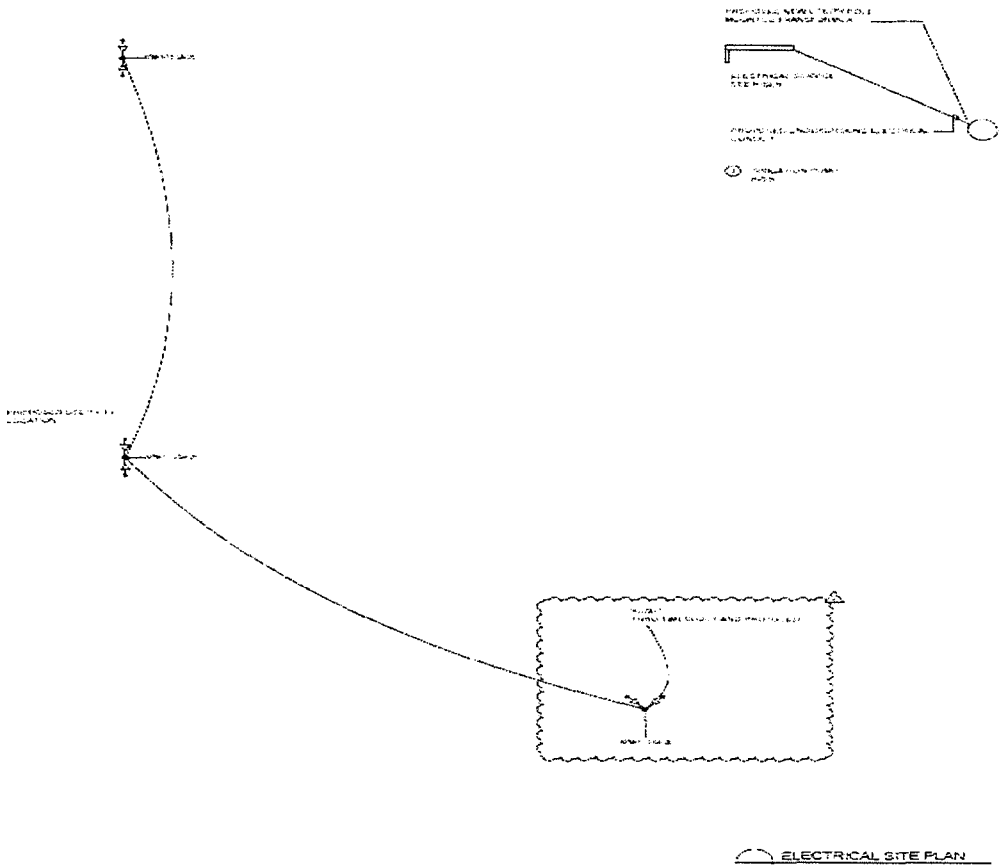

SIGNAGE


SIGNAGE
SIGNAGE

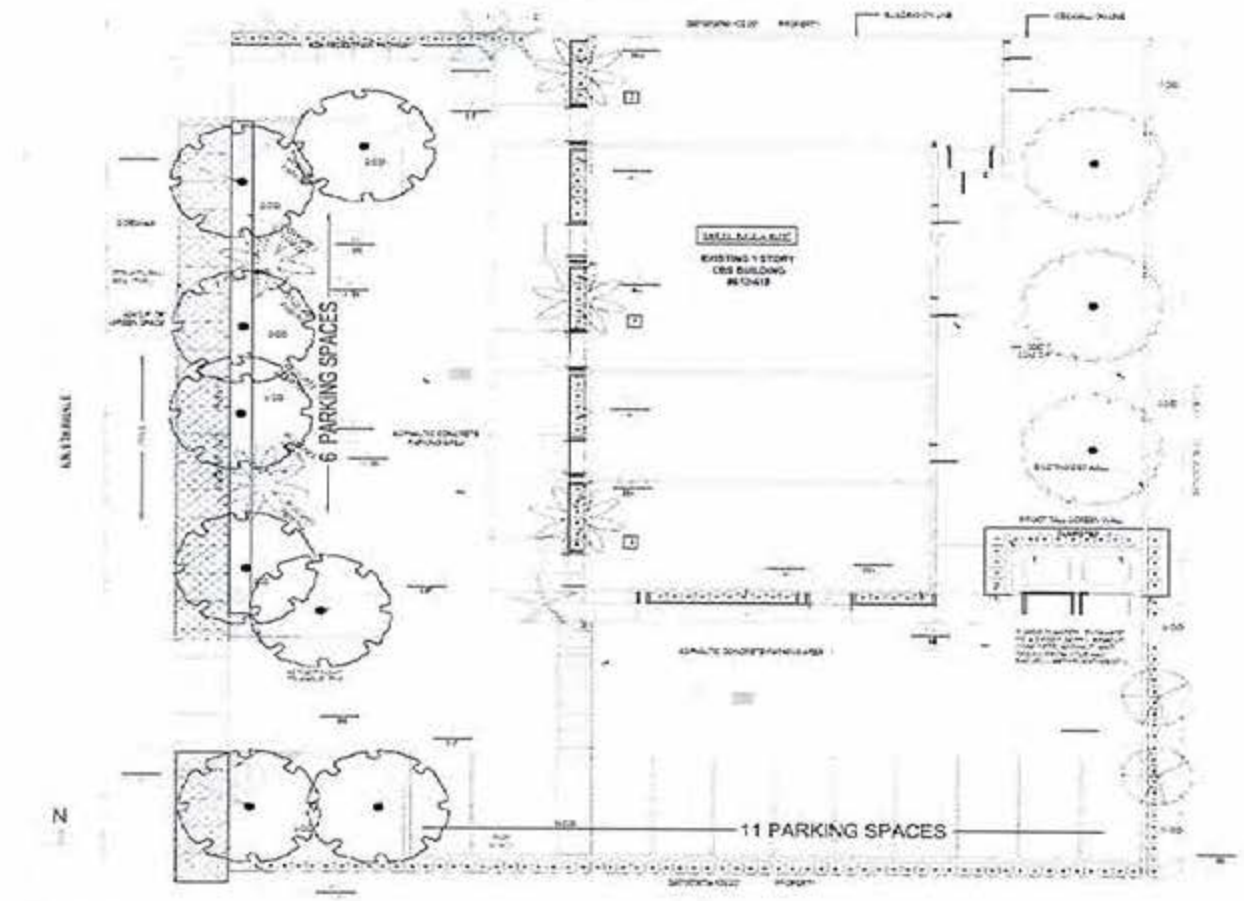

SIGNAGE
SIGNAGE



Electrical Site Plan



Landscape Site Plan



LANDSCAPE PLAN
1" = 10'-0"

Landscape Plant Schedule and Plant Details

PLANT SCHEDULE

TREES and PALMS

CODE	QTY	BOTANICAL/COMMON NAME	POT SIZE/SPACING	DIMENSIONS
QV	3	Quercus virginiana / Live Oak	B&B/ as shown	12' osh. 3"d.b.h.
BS	5	Bursera simaruba / Gumbo Limbo	B&B/ as shown	12' osh. 3"d.b.h.
KF	3	Krugiodendron ferreum / Black Ironwood	B&B/ as shown	12' osh. 2.5"d.b.h.
CS	2	Cordia sebestena / Orange Geiger	B&B/ as shown	12' osh. 2.5"d.b.h.
PS	2	Pseudophoenix sargentii / Buccaneer Palm	B&B/ as shown	10' osh

SHRUBS/GRASS

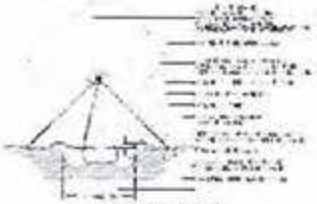
CODE	QTY	BOTANICAL/COMMON NAME	POT SIZE/SPACING	DIMENSIONS
CHI	96	Chrysobalanus icaco 'Red Tip' / Red Tip Cocoplum	3 gal @ 24"oc	30" ht. x 24" spr.
CAC	21	Capparis cynophallophora / Jamaican Caper	3 gal@ 24" oc	24" ht. x 24" spr.
HAC	21	Hamelia patens 'Compacta' / Dwarf Firebush	3 gal@ 24" oc	24" ht. x 24" spr.
MUC	22	Muhlenbergia capillaris/ Muhly Grass	3 gal @ 24"oc	24" ht. x 12" spr.
SUM	84	Suriana Maritima / Bay Cedar	3 gal@ 24" oc	30" ht. x 24" spr.

GROUND COVERS / MISCELLANEOUS

CODE	QTY	BOTANICAL/COMMON	USE
SOD		Paspalum notatum/ Bahia grass	



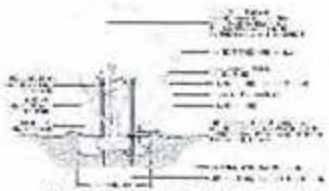

LARGE PALM PLANTING DETAIL

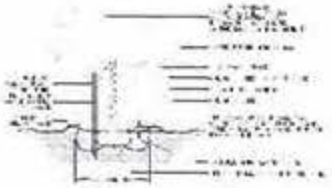

(2" cal. and over)
LARGE TREE PLANTING DETAIL


TREE PRESERVATION BARRICADE FENCING DETAIL

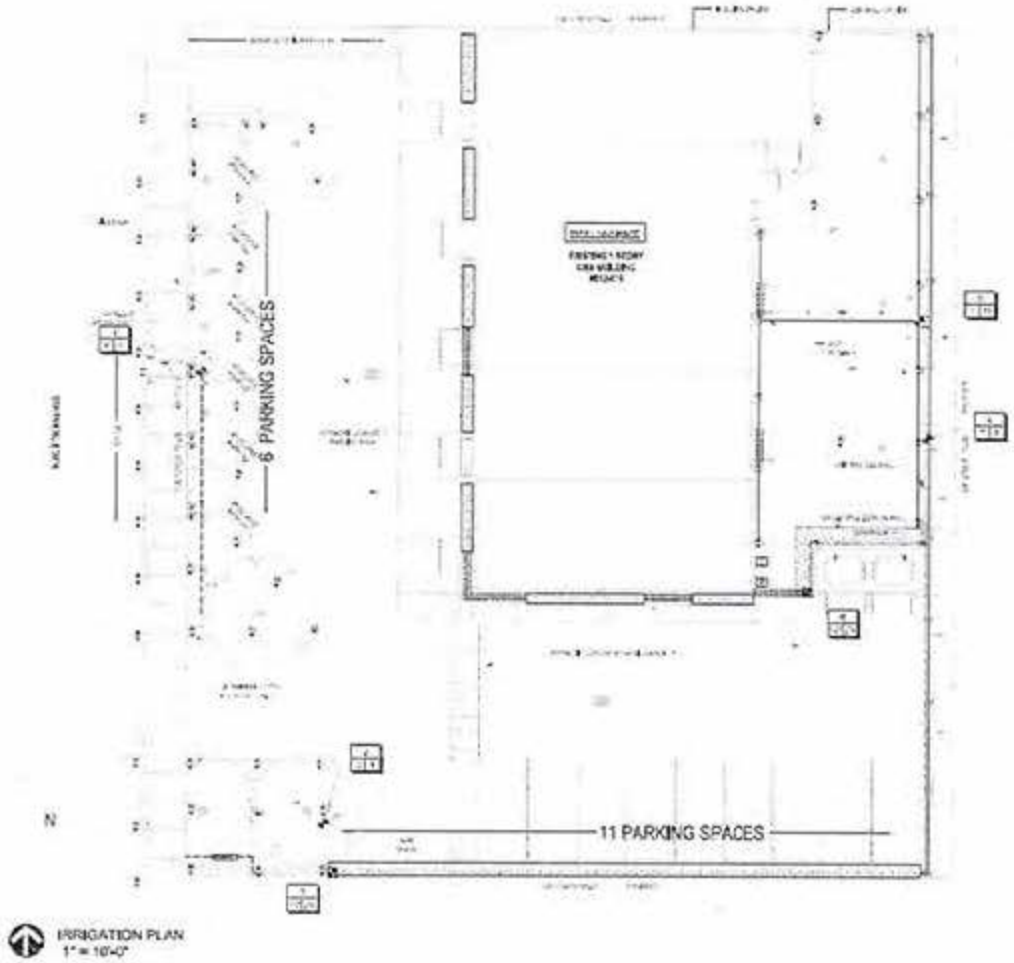

SHRUB / GROUNDCOVER SPACING / PLANTING DETAIL


SHRUB PLANTING DETAIL


MULTI- TRUNK AND SMALL TREE (2" cal. and under) PLANTING DETAIL

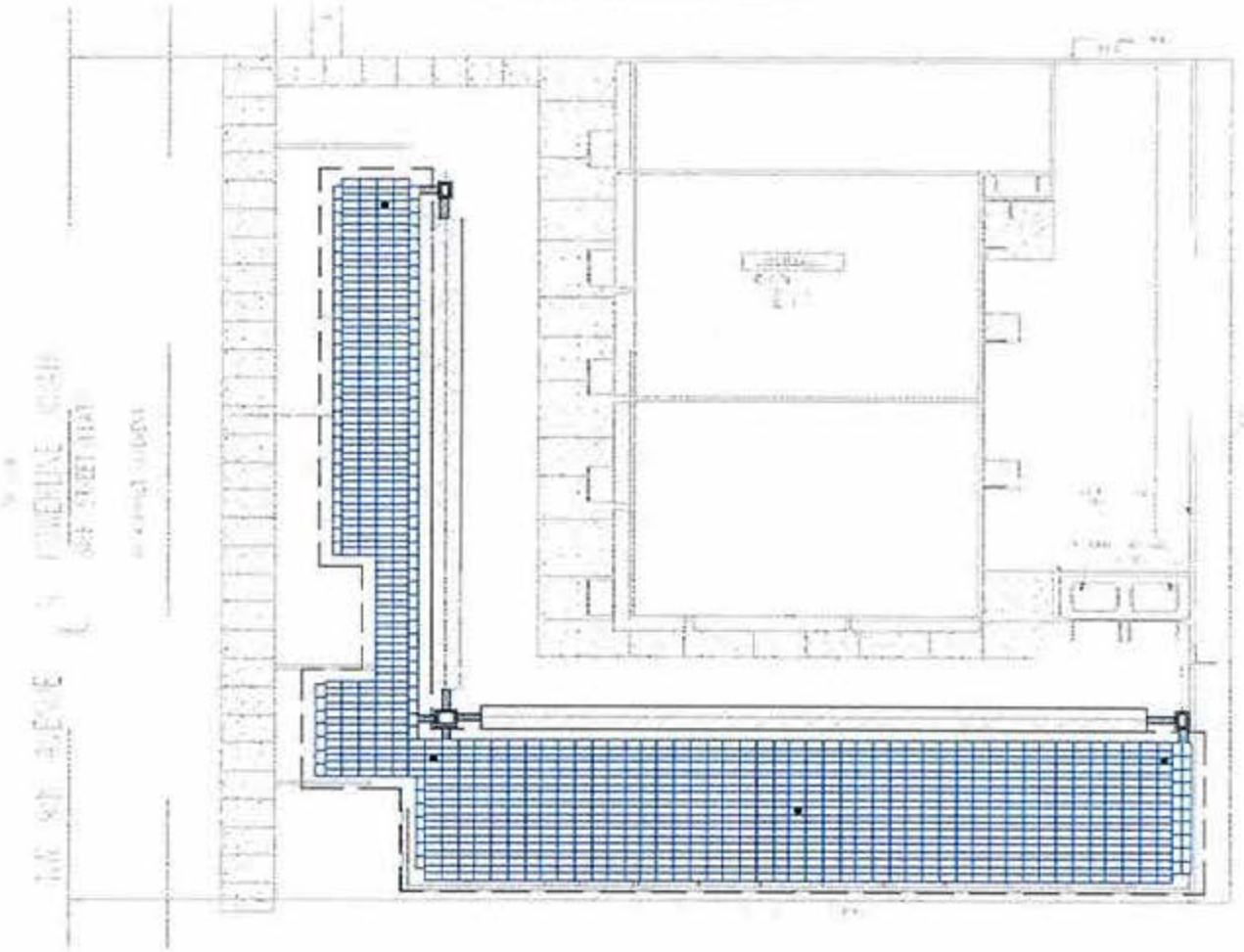

(2" cal. and under)
SMALL TREE PLANTING DETAIL

Landscape Irrigation

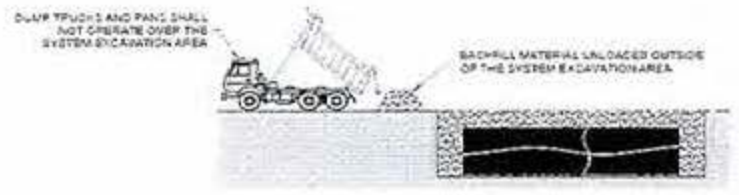




Water Retention Tank Site Plan



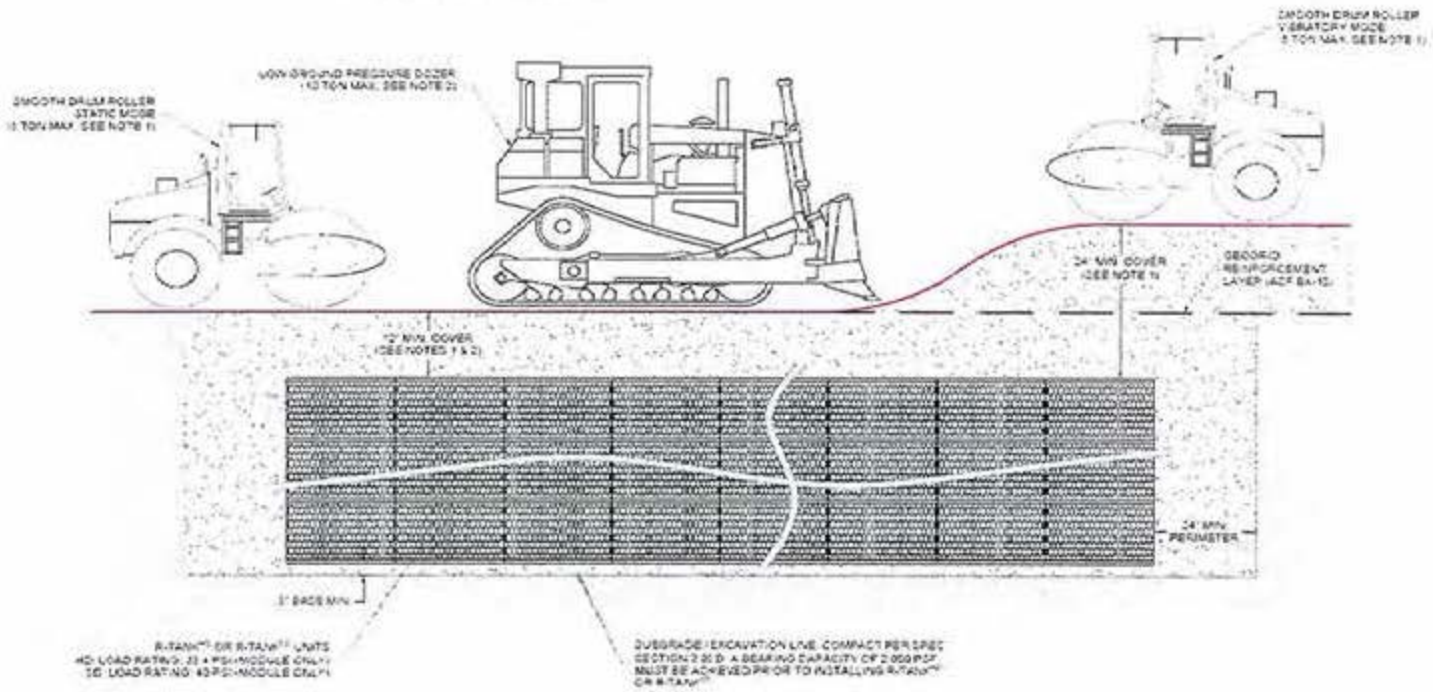
Water Retention Tank Details



DUMP TRUCK DETAIL (SEE NOTE 3)

NOTES:

1. FOLLOWING PLACEMENT OF SIDE BACKFILL, A UNIFORM 12" LIFT OF THE FREELY DRAINING MATERIAL (SPEC SECTION 2 09 6) SHALL BE PLACED OVER THE R-TANK AND LIGHTLY COMPACTED USING A WALK-BEHIND TRENCH ROLLER. ALTERNATELY, A ROLLER (MAXIMUM GROSS VEHICLE WEIGHT OF 5 TONS) MAY BE USED. ROLLER MUST REMAIN IN STATIC MODE UNTIL A MINIMUM OF 24" OF COVER HAS BEEN PLACED OVER THE MODULES. SHEEP FOOT ROLLERS SHOULD NOT BE USED. SPEC SECTION 3 05 A
2. ONLY LOW PRESSURE TIRE OR TRACK VEHICLES (LESS THAN 7 PSI AND OPERATING WEIGHT OF LESS THAN 20,000 LBS) SHALL BE OPERATED OVER THE R-TANK SYSTEM DURING CONSTRUCTION. SPEC SECTION 3 05 B
3. DUMP TRUCKS AND PANS SHALL NOT BE OPERATED WITHIN THE R-TANK SYSTEM AT ANY TIME. WHERE NECESSARY, THE HEAVY EQUIPMENT SHOULD BE LOADED IN AN AREA ADJACENT TO THE R-TANK SYSTEM AND THE MATERIAL SHOULD BE MOVED OVER THE SYSTEM WITH TRACKED EQUIPMENT. SPEC SECTION 3 05 B
4. ENSURE THAT ALL UNRELATED CONSTRUCTION TRAFFIC IS KEPT AWAY FROM THE LIMITS OF EXCAVATION UNTIL THE PROJECT IS COMPLETE AND FINAL SURFACE MATERIALS ARE IN PLACE. NO NON-INSTALLATION RELATED LOADING SHOULD BE ALLOWED OVER THE R-TANK SYSTEM UNTIL THE FINAL DESIGN SECTION HAS BEEN CONSTRUCTED (INCLUDING PAVEMENT). SPEC SECTION 3 05 C
5. SEE A-TANK INSTALLATION GUIDE OR CONTACT YOUR LOCAL ACF REPRESENTATIVE FOR ADDITIONAL INFORMATION.



General Contractor Information: DUNN Development

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 10/04/2018

PRODUCER
Trinity Insurance
4000 Hollywood Blvd., Suite 555-S
Hollywood, FL 33021-6533
Phone: (305) TRINITY (8544613-4891 Fax:(954)208-6978

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Colony Insurance Company	39993
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Dunn Development LLC
FL GC License #CGC1521127
5301 Pine Lagoon Dr Suite 264
Miami, FL 33173

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LTR	INSR WVD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ☑ WAIVER ADDITIONAL INSURED GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PROJECT ☐ LOC	103 GL 03 15642-00	10/04/2018	10/04/2019	EACH OCCURRENCE $1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $100,000 MED EXP (Any one person) $10,000 PERSONAL & ADV INJURY $1,000,000 GENERAL AGGREGATE $2,000,000 PRODUCTS - COMP/OP AGG $2,000,000 DEDUCTIBLE PD $0 each claim $ 0
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN EA ACC AUTO ONLY: AGG $ EACH ACCIDENT $
		EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS-MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				☐ STATUTE ☐ OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ATTACH ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured General Liability Policy ONLY WHEN REQUIRED BY WRITTEN & EXECUTED CONTRACT

**30 Days Advance Notice of Cancellation EXCEPT for Non-Payment of Premium 10 Days

CERTIFICATE HOLDER
Provident Fort Lauderdale LLC
900 NW 6th Street Suite 264
Fort Lauderdale, FL 33311

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ___ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Guido V. Tejeda

ACORD 25 (2014/08) © ACORD CORPORATION 1988

2/27/2019 City of Fort Lauderdale - Building Services

EgovPlus Online Services

Contractor Detail

Contractor ID	CGC1521127	Owner	DUNN, PATRICK MICHAEL
Company	DUNN DEVELOPMENT LLC		
Address	10300 SW 72 ST #446	License Expires	08-31-2020
		Work Comp Expires	04-04-2020
City/State/Zip	MIAMI, FL 33173	Insurance Expires	10-04-2019
Phone	(954) 589-6566		
License Number	CGC1521127	State Reg	

Articles of Organization

A set of forms completed and filed with the Secretary of State to legally document the creation of a new business entity.

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:59 PM 05/11/2017
FILED 10:59 PM 05/11/2017
SR 20173364624 - File Number 6189442

STATE of DELAWARE
CERTIFICATE of FORMATION
A LIMITED LIABILITY COMPANY

ARTICLE I.

The name of this limited liability company is PROVIDENT FORT LAUDERDALE, LLC.

ARTICLE II.

Its registered office in the State of Delaware is to be located at 2035 SUNSET LAKE RD, SUITE B-2, NEWARK DE 19702. The registered agent in charge thereof is LEGALINC CORPORATE SERVICES INC.

ARTICLE III.

The period of duration of the limited liability company shall be perpetual.

ARTICLE IV.

The purpose of the limited liability company is to engage in any lawful act or activity for which limited liability companies may be organized under the Delaware Limited Liability Company Act

ARTICLE V.

The name and address of each initial member of the limited liability company is:

FUSE 9, LLC - 2229 SHERIDAN STREET, HOLLYWOOD, FLORIDA 33020

I, the undersigned, for the purpose of forming a limited liability company under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand and executed this Certificate of Formation on the date below.

Dated: May 11th, 2017

Marsha Silva

Marsha Silva, Organizer

Powered by incfile.com

Provident Fort Lauderdale, LLC – Florida Registration Application



COVER LETTER

To: Registration Section
Division of Corporations

SUBJECT: PROVIDENT FORT LAUDERDALE, LLC
Name of Limited Liability Company

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

PROVIDENT FORT LAUDERDALE, LLC

MARINA VASILARAKI
Name of Person

c/o SERVICE PINT SERVICES COMPANIES

900 NW 6TH STREET, SUITE 201

FORT LAUDERDALE, FL 33311

MARINA VASILARAKI

MARINA VASILARAKI

MAILING ADDRESS:
Division of Corporations
Registration Section
P.O. Box 6327
Tallahassee, FL 32314

STREET ADDRESS:
Division of Corporations
Registration Section
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

MARINA VASILARAKI

Title or Type: MANAGING MEMBER
Name and Address: MARINA VASILARAKI, 900 NW 6TH STREET, SUITE 201, FORT LAUDERDALE, FL 33311

Title or Type:
Name and Address:

Title or Type:
Name and Address:

PROVIDENT FORT LAUDERDALE, LLC

Provident Fort Lauderdale, LLC - Florida Registration Certificate

State of Florida

Department of State

I certify from the records of this office that PROVIDENT FORT LAUDERDALE, LLC, is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on September 19, 2018.

The document number of this limited liability company is M18000008599.

I further certify that said limited liability company has paid all fees due this office through December 31, 2018, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Nineteenth day of September, 2018

Ken Detzner
Secretary of State

FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 19, 2018

CAROLINA NORONHA
FUSE GROUP INVESTMENT COMPANIES
900 NW 6TH ST, SUITE 201
FORT LAUDERDALE, FL 33311

Qualification documents for PROVIDENT FORT LAUDERDALE, LLC were filed on September 19, 2018, and assigned document number M18000008599. Please refer to this number whenever corresponding with this office.

Your limited liability company is authorized to transact business in Florida as of the file date.

The certification you requested is enclosed.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a $400 late fee will be added.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

https://sa.www4.irs.gov/modiein/individual/index.jsp

Please notify this office if the limited liability company address changes. It is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please contact this office at the address given below.

Deborah Bruce
Corporate Records Supervisor
Registration Section
Division of Corporations

Letter Number: 918A00019578

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

Provident Fort Lauderdale, LLC – IRS EIN Number



IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 05-25-2017

Employer Identification Number:
82-1633962

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

PROVIDENT FORT LAUDERDALE LLC
% FUSE 3 ELC FOLD 3DG
2200 SHERIDAN ST
HOLLYWOOD, FL 33020

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an employer identification number (EIN). We assigned you EIN 82-1633962. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can tell us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is PROV. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records. CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address. CP 575 G

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 05-25-2017
EMPLOYER IDENTIFICATION NUMBER: 82-1633962
FORM: SS-4 STUB

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

PROVIDENT FORT LAUDERDALE LLC
% FUSE 3 ELC FOLD 3DG
2200 SHERIDAN ST
HOLLYWOOD, FL 33020

Provident Fort Lauderdale, LLC – Corporate Income Tax Returns for the Three Last Years

NOTE: Provident Fort Lauderdale, LLC is a pass-through entity that does not file its own income tax return. Please see attached Balance Sheet.

Balance Sheet (With Period Change)

Page 1

Period = Jan 2017-Dec 2017
Book = Cash Tree = ysi_bs
Provident Fort Lauderdale, LLC (prov-C)

		Balance Current Period	Beginning Balance	Net Change
11100-000	Checking Account	16,599.97	0.00	16,599.97
11900-000	TOTAL CASH	16,599.97	0.00	16,599.97
14000-000	OTHER ASSETS			
14550-001	Prepaid Insurance	2,570.12	0.00	2,570.12
14999-000	TOTAL OTHER ASSETS	2,570.12	0.00	2,570.12
15000-000	DUE FROM/TO			
15370-000	Due From/To Fuse Funding, LLC	-8,599.00	0.00	-8,599.00
15999-000	TOTAL DUE FROM/TO	-8,599.00	0.00	-8,599.00
16000-000	PROPERTY			
16500-200	600-612 NW 9th Avenue	593,439.50	0.00	593,439.50
16502-110	610-612 NW 9th Avenue	-19.77	0.00	-19.77
16599-000	TOTAL PROPERTY	593,419.73	0.00	593,419.73
16600-000	DEVELOPMENT COSTS			
16610-003	Architecture Costs	11,900.00	0.00	11,900.00
16610-004	Surveys & Environmental Assessments	595.00	0.00	595.00
16699-000	TOTAL DEVELOPMENT COSTS	12,495.00	0.00	12,495.00
19900-000	TOTAL ASSETS	616,485.82	0.00	616,485.82
20000-000	LIABILITIES & OWNERS EQUITY			
21000-000	LIABILITIES			
22500-000	Tenant Security Deposits	2,000.00	0.00	2,000.00
23000-000	TAX LIABILITIES			
23100-000	Sales Tax Payable	635.95	0.00	635.95
24900-000	TOTAL TAX LIABILITIES	635.95	0.00	635.95
29900-000	TOTAL LIABILITIES	2,635.95	0.00	2,635.95
33000-000	CAPITAL CONTRIBUTIONS			
33010-049	Contribution - Fuse 9, LLC	606,183.57	0.00	606,183.57
33500-000	TOTAL CAPITAL CONTRIBUTIONS	606,183.57	0.00	606,183.57
38000-000	Retained Earnings	7,666.30	0.00	7,666.30
38900-000	TOTAL OWNERS EQUITY	613,849.87	0.00	613,849.87
39900-000	TOTAL LIABILITIES & OWNERS EQUITY	616,485.82	0.00	616,485.82

Balance Sheet (With Period Change)

Period = Jan 2016-Dec 2016
Book = Cash , Tree = yei_hs
Provident Fort Lauderdale, LLC (p(xw-2)

		Balance Current Period	Beginning Balance	Net Change
11100-000	Checking Account	9,373.06	16,599.97	-7,226.91
11900-000	**TOTAL CASH**	**9,373.06**	**16,599.97**	**-7,226.91**
14000-000	**OTHER ASSETS**			
14500-001	Prepaid Insurance	330.29	2,570.12	-2,239.83
14999-000	**TOTAL OTHER ASSETS**	**330.29**	**2,570.12**	**-2,239.83**
15000-000	**DUE FROM/TO**			
15370-000	Due From/To Fuse Funding, LLC	0.00	-8,599.00	8,599.00
15999-000	**TOTAL DUE FROM/TO**	**0.00**	**-8,599.00**	**8,599.00**
16000-000	**PROPERTY**			
16500-200	600-612 NW 9th Avenue	593,399.96	593,439.50	-39.54
16502-110	610-612 NW 9th Avenue	0.00	-19.77	19.77
16599-000	**TOTAL PROPERTY**	**593,399.96**	**593,419.73**	**-19.77**
16600-000	**DEVELOPMENT COSTS**			
16610-001	Permits & Approvals	5,961.05	0.00	5,961.05
16610-002	Construction Costs	12,103.80	0.00	12,103.80
16610-003	Architecture Costs	21,377.69	11,900.00	9,477.69
16610-004	Surveys & Environmental Assessments	1,435.00	595.00	840.00
16699-000	**TOTAL DEVELOPMENT COSTS**	**40,877.54**	**12,495.00**	**28,382.54**
19900-000	**TOTAL ASSETS**	**643,980.85**	**616,485.82**	**27,495.03**
20000-000	**LIABILITIES & OWNERS EQUITY**			
21000-000	**LIABILITIES**			
22500-000	Tenant Security Deposits	0.00	2,000.00	-2,000.00
23000-000	**TAX LIABILITIES**			
23100-000	Sales Tax Payable	0.00	635.95	-635.95
24900-000	**TOTAL TAX LIABILITIES**	**0.00**	**635.95**	**-635.95**
29900-000	**TOTAL LIABILITIES**	**0.00**	**2,635.95**	**-2,635.95**
33000-000	CAPITAL CONTRIBUTIONS			
33010-049	Contribution - Fuse 9, LLC	656,262.80	606,183.57	50,079.23
33500-000	**TOTAL CAPITAL CONTRIBUTIONS**	**656,262.80**	**606,183.57**	**50,079.23**
38000-000	Retained Earnings	-12,281.95	7,666.30	-19,948.25
38900-000	**TOTAL OWNERS EQUITY**	**643,980.85**	**613,849.87**	**30,130.98**
39900-000	**TOTAL LIABILITIES & OWNERS EQUITY**	**643,980.85**	**616,485.82**	**27,495.03**

Application for CRA Funding Assistance

City of Fort Lauderdale

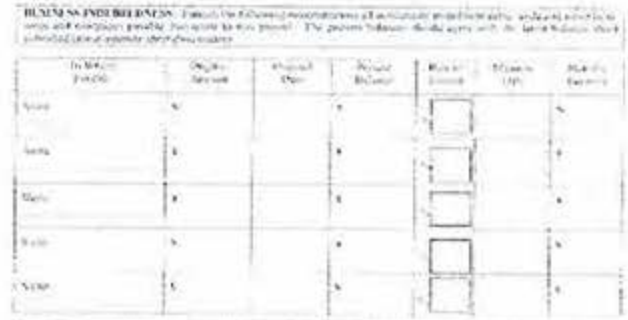
Northwest-Progresso-Flagler Heights Community Redevelopment Agency (NWPF CRA)

APPLICATION FOR CRA FUNDING ASSISTANCE

Fuse 9 LLC	954 926-7500	
Eyal Peretz (Managing Member)	305 321-5131	eyal@fusegroupco.com
Provident Fort Lauderdale, LLC	82-1520952	www.fusegroupco.com
900 NW 6th Street - Suite 201	954 926-7500	786 513-0825
Fort Lauderdale	FL	33311
	05/11/2017 Delaware	
Fort Lauderdale	612 NW 9th Avenue	
49-42-34-07-8450 and 49-42-34-07-8460	Provident Fort Lauderdale, LLC	
954 926-7500	NO	
	Centennial Bank	



CRA funds	100,000.00	37.60%	
	17,874.00	6.85%	
	150,948.41	57.30%	
Total Sources	263,822.41	100.00%	
	Invoice or Trade Quote No.	Amount	
	NO		
	NO		
	YES		
	NO		
	NO		
	NO		
	Colorful Demolition	57,130.00	
	Paving, Landscape	148,740.00	
	Insurance, Permits	57,952.41	
		263,822.41	







THE FOLLOWING ITEMS ARE REQUIRED AFTER CRA BOARD APPROVAL AND PRIOR TO EXECUTION OF AN AGREEMENT AND RELEASE OF FUNDS

APPLICANTS CERTIFICATION

Provident Fort Lauderdale, LLC

03/11/2019

Guarantors:

Personal History Statement

Northwest-Progresso-Flagler Heights Community Redevelopment Agency

PERSONAL HISTORY STATEMENT

PLEASE READ CAREFULLY - PRINT OR TYPE

Each President, Vice President, General Partner, Partner, Limited Partner, Partnership Officer, Director and Principal Owner (owning 20% or more of the business) must complete a Personal History Statement. For all Non-Profit Organizations, an executive must complete this form and be approved as part of the City of Fort Lauderdale Community Redevelopment Agency.

Applicant Business Name: Address: City: State: Zip:	Participating Bank Lender: City: State: Zip:

Personal Statement *(If you do not have a middle name, put NMN)*:

First Name: NA Middle: Last:

Social Security No.: Date of Birth: Place of Birth:

Present Address: City: State: Zip: From: To:	Previous Address: (last address if present address is less than 5 years) City: State: Zip: From: To:
Loan Requested from CRA: $ Loan Request from Bank(s): $ Percentage of Company Ownership: %	Are you a U.S. Citizen ☐ YES ☐ NO If NO, are you a Lawful Permanent Resident Alien ☐ YES ☐ NO Alien Registration Number:

IT IS IMPORTANT THAT THE NEXT THREE (3) QUESTIONS BE ANSWERED COMPLETELY. AN ARREST OR CONVICTION RECORD WILL NOT NECESSARILY DISQUALIFY YOU. HOWEVER, INCOMPLETE OR UNTRUTHFUL ANSWERS MAY CAUSE YOUR APPLICATION TO BE DENIED.

IF THE ANSWER "YES" TO ANY OF THE QUESTIONS BELOW, PLEASE EXPLAIN IN DETAIL ON A SEPARATE SHEET. INCLUDE DATES, LOCATIONS, FINES, SENTENCES, WHETHER MISDEMEANOR OR FELONY, DATES OF PAROLE/PROBATION, EXPIRATION DATES, SAMPLE OF CHECKS WHICH BOUNCED, AND ANY OTHER RELEVANT INFORMATION.

1. Are you presently under indictment, on parole or probation? ☐ YES ☐ NO
   (If "YES," indicate the expiration of probation/parole.)
2. Have you ever been charged with and/or arrested for any criminal offense other than a minor motor vehicle violation? Include offenses which have been dismissed, discharged, or not prosecuted. ☐ YES ☐ NO
3. Have you ever been convicted, placed on pretrial diversion, or placed on any form of probation, including adjudication withheld/pending probation, for any criminal offense other than a minor vehicle violation? ☐ YES ☐ NO

I hereby authorize the City of Fort Lauderdale to request criminal record information about me from the criminal justice agencies for the purpose of determining my eligibility.

Signature:	Title: Managing Member	Date: 02/11/2019

NOTARIAL SIGNATURE REQUIRED

Credit Check Release Form

Northwest-Progresso-Flagler Heights Community Redevelopment Agency

CREDIT CHECK RELEASE FORM

I authorize the City of Fort Lauderdale Community Redevelopment Agency to obtain such information (from any source necessary) as the City/CRA may require concerning statements made in the application for the CRA funding (including but not limited to obtaining a copy of my credit report, current loan status reports and financial information from the Participating Bank Lenders).

PLEASE NOTE: Each Proprietor (*If a Sole Proprietorship*), General Partner (*if Partnership*), Limited Partner (*if Partnership*), Officer, Director and Business Owner (*owning 20% or more of the business*), must complete this Credit Check Release Form. For all Non-Profit Organizations, all guarantors must complete this form and be approved as guarantors by the City of Fort Lauderdale Community Redevelopment Agency.

First Name: NA Middle: Last:

Social Security No: Date of Birth:

Driver's License State and Number:

Home Cellular Phone No.: Office No.:

Current Home Address (PO Boxes not acceptable):

City: State: Zip Code:

Employer:

Employer Address:

City: State: Zip Code:

Company Phone No.: Other No.:

Signature:

Date: 03/11/2019

*ORIGINAL SIGNATURE REQUIRED

Provident Fort Lauderdale, LLC | 900 NW 6th Street, Fort Lauderdale, FL 33311 | T 954.926.7500 C 305.321.5131 | eyal@fusefundingllc.com

Application Request Supplemental Information

Northwest-Progresso-Flagler Heights Community Redevelopment Agency

APPLICATION REQUEST
SUPPLEMENTAL INFORMATION

CRA Incentive Programs
Please select the incentive(s) you are applying for and insert the amount of funding assistance you are seeking:

☐	Commercial Façade Improvement Program	$
☑	Property and Business Improvement Program	$ 20,000
■	Streetscape Enhancement Program	$ 30,000
☐	Development Incentive Program	$
☐	Property Tax Rebate Investment Program	$

Please provide a supplement sheet responding to the following numbered questions:

1. Please describe your project.
2. What is the address, folio number and legal description of the property.
3. What is the existing and proposed use of the property? Please note that certain uses are not eligible for CRA assistance. This includes convenience stores, pawn shops, check cashing stores, tattoo parlors, massage parlors, liquor stores and other uses as may be determined by the CRA that are inconsistent with the CRA Community Redevelopment Plan. Please note that there will be restrictive covenants placed on the property for a minimum of 5 years restricting use of the property to only those uses for which CRA funding was provided.
4. Are the proposed improvements to the property being made on behalf of a proposed tenant for the property. If so, please provide a copy of the lease agreement.
5. What is the zoning of the property?
6. Are you the property owner? Please provide a copy of the deed of the property. You must be the owner of the property to apply.
7. Is your project new construction or is it renovation?
8. What is the total capital investment of your project and what is your hard construction and soft cost? (While property acquisition cost is not an eligible CRA expense, it may be included in your total capital investment)
9. What is the current Broward County Assessed Value of the property?
10. Is there a mortgage on the property? Please provide OR Book and Page. Please note that CRA funding is in the form of a 0% interest forgivable loan, forgiven after 5 year of project completion secured by a first mortgage or subordinate mortgage on the property. Projects receiving over $225,000 in CRA assistance will be secured by a forgivable loan forgiven after 7 years to 10 years depending on the level of CRA funding. Other forms of security in lieu of a forgivable mortgage will be considered on a case by case basis.
11. Are there any other liens or pending liens on the property? Please provide OR Book and Page.
12. Are there any code violations on the property? Identify.
13. Is the property listed "For Sale." Please note that properties listed for sale may not apply for CRA program funding.
14. How many new permanent jobs will be created by the project? Please describe the jobs to be created and projected salaries.
15. What is the estimated construction commencement date of the project? Please note that no work is to commence on the project unless a Program Agreement is approved and fully executed between the CRA and the property owner and that work must commence within 90 days of CRA funding approval.
16. What is the estimated completion date of the project? Please note that all approved projects must be completed within a maximum of three (3) years.
17. Please provide proof of your matching funds (i.e. bank statement, line of credit, etc.) and identify other proposed forms of financing for your project.
18. Do you have general liability and fire and casualty insurance on the property? You will be required to demonstrate proof of insurance and may include bonding requirements as required by the City CRA prior to commencement of work. The cost of insurance may be included as part of your total project cost funded by the program.
19. Have your previously received funding from the CRA? Explain.

If you are applying for funding from the Commercial Façade Improvement Program, Property & Business Improvement Program and/or Streetscape Enhancement Program, please also complete the following:

20. Do you have a detailed scope of work? If so, please include for CRA review and approval.
21. Do you have completed architectural drawings for the scope of work to be performed? Please include along with architectural illustrations of the proposed work, material specifications, color selections, etc. Please note that architectural cost may be included as part of your total project cost.
22. Have your project plans been submitted for City Development Review and/or permitting and if so what are the status of the plans and the plan review number? All work must be permitted and approved by the Building Official.
23. Do you have detailed, written contractor cost estimates? If so, please provide.
24. Have you selected a contractor from the attached City CRA Approved Contractor List? Please note if your contractor is not on the City CRA approved list, it may be possible to have your contractor become an approved CRA Contractor. He/She will need to complete the attached Contractor Application for consideration.
25. If you are applying for the Façade Program or Property and Business Investment Program, and if you are not using a City CRA Approved Contractor, you must secure two detailed licensed and insured contractor cost estimates and CRA funding is limited to 60% of the lowest cost estimate not to exceed $50,000 which can only be funded on a reimbursement basis, rather than a direct payment to the contractor. In addition, all

projects over $50,000 may be assigned a CRA Construction Review Specialist who will determine the scope of work to be funded and will secure contractor pricing for the project, manage funding request and provide general project oversight.

26. For Streetscape Enhancement Program projects, see additional requirements for projects in excess of $300,000 as required by Florida Statute 255.20.

I Eyal Peretz attest that the information is correct to the best of my knowledge. I further understand that the CRA program benefits are contingent upon funding availability and CRA approval and are not to be construed as an entitlement or right of a property owner/applicant. I further understand that I am responsible for providing all documentation required by The CRA.

Signature of Property Owner or Business Owner

Provident Fort Lauderdale, LLC

Print Name



NPF-CRA Mobility Master Plan

Northwest-Progresso-Flagler Heights CRA

CRA Advisory Board Presentation | June 11, 2019

KITTELSON & ASSOCIATES

CRA REVITALIZE Fort Lauderdale

OVERVIEW

- Welcome & Introductions
- Background
- Purpose & Need /Guiding Principles
- What We Heard
- Summary of Issues & Opportunities
- Findings
- NW 7th & NW 9th Ave Alternatives
- Next Steps



BACKGROUND

Project Purpose

- **Overall Audit of Transportation Network Conditions**
  - Safety
  - Sidewalk and Bicycle Network
  - Transit
  - Traffic Operations
- **Identify Issues & Opportunities**
- **Develop Context-Sensitive Solutions**
- **Create a Prioritized, Implementable, + Community-Supported List of Action Items**



PROJECT TIMELINE

What conditions are preventing the study area from being more connected and accessible?

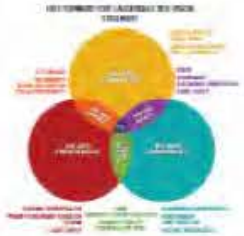


What are potential solutions to be implemented within the study area to improve the ability for people to get around safely (whether they're walking / biking / driving)?

ALIGNMENT WITH CITY POLICIES

This project advances the Fast Forward Ford Lauderdale 2035 Vision Plan

WE ARE CONNECTED.
We move seamlessly and easily through a safe transportation system where the pedestrian is first.



This project is an initiative from the *Press Play Fort Lauderdale Strategic Plan 2018*
-Included within the Infrastructure Cylinder

This initiative advances the following goals and objectives:

Goal 1: Be a pedestrian friendly , multimodal City.
Objective 1: Improve transportation options and reduce congestion by working with agency partners.

Objective 2: Integrate transportation, land use, and planning to create a walkable and bikeable community.

Objective 3: Improve pedestiran, bicyclist, and vehicular safety.

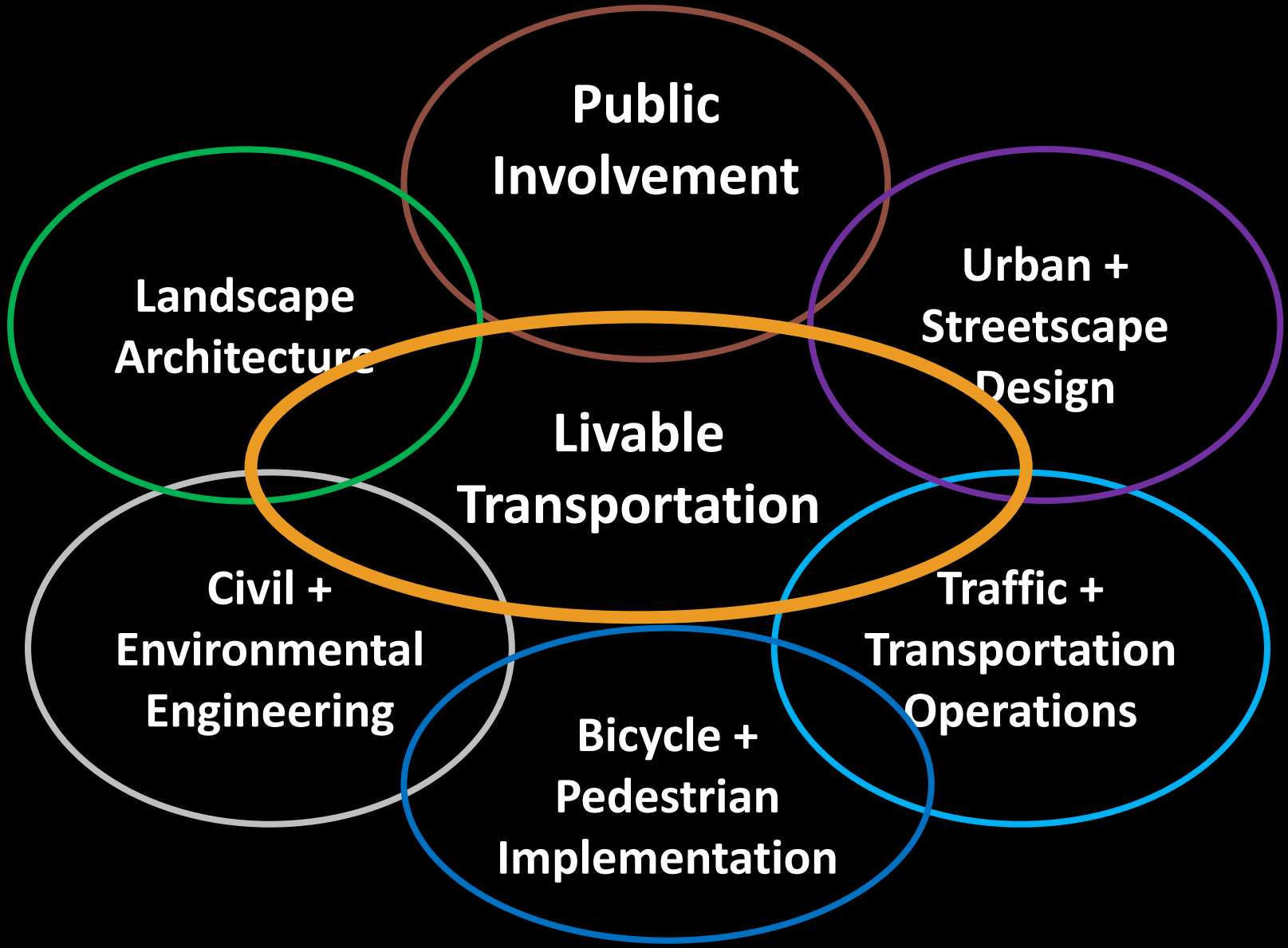
FAST FORWARD FORT LAUDERDALE 2035 VISION PLAN: VISION DIRECTIONS

Press Play Fort Lauderdale 2018 is holistic, rather than a series of separate and distinct goals. Goals are inter-related, success in one area can bring benefits in another. Each goal and its initiatives bring our community one step closer to achieving our community Vision. Here we present the Vision directions and the Strategic Plan goals in one place, demonstrating inter-dependence and alignment.

	STRATEGIC GOALS	WE ARE CONNECTED	WE ARE READY	WE ARE COMMUNITY	WE ARE HERE	WE ARE PROSPEROUS	WE ARE UNITED
INFRASTRUCTURE	BE A PEDESTRIAN FRIENDLY, MULTI-MODAL CITY	●	●	●		●	
	BE A SUSTAINABLE AND RESILIENT COMMUNITY	●	●			●	

PROJECT APPROACH

We integrate transportation & land-use planning & design



PROJECT APPROACH



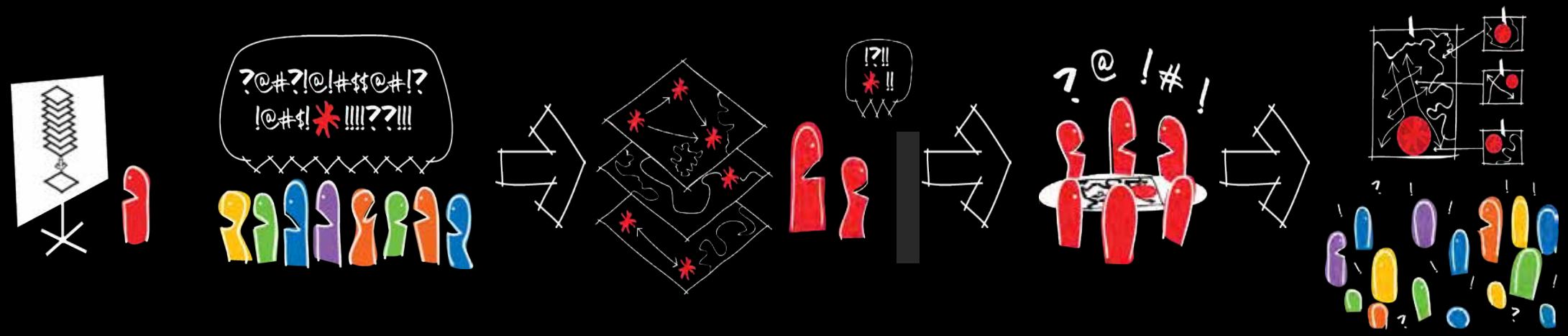
THE PLANNING PROCESS

Discovery

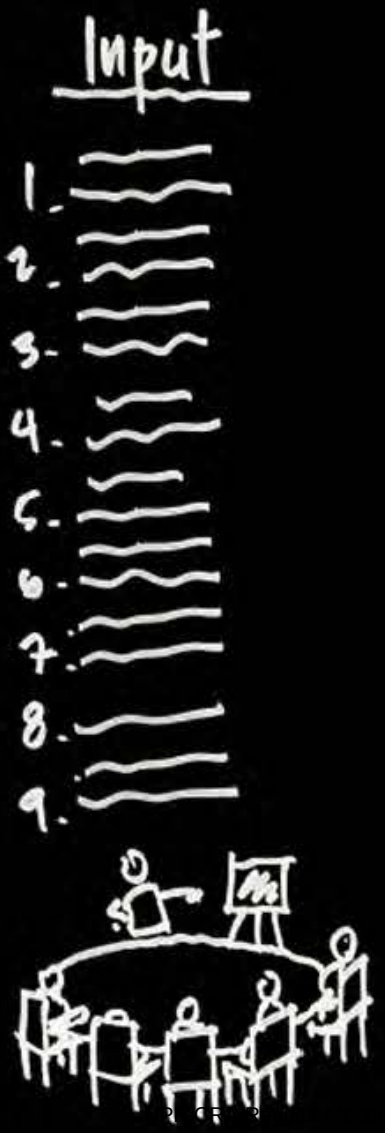
Design

Discussion

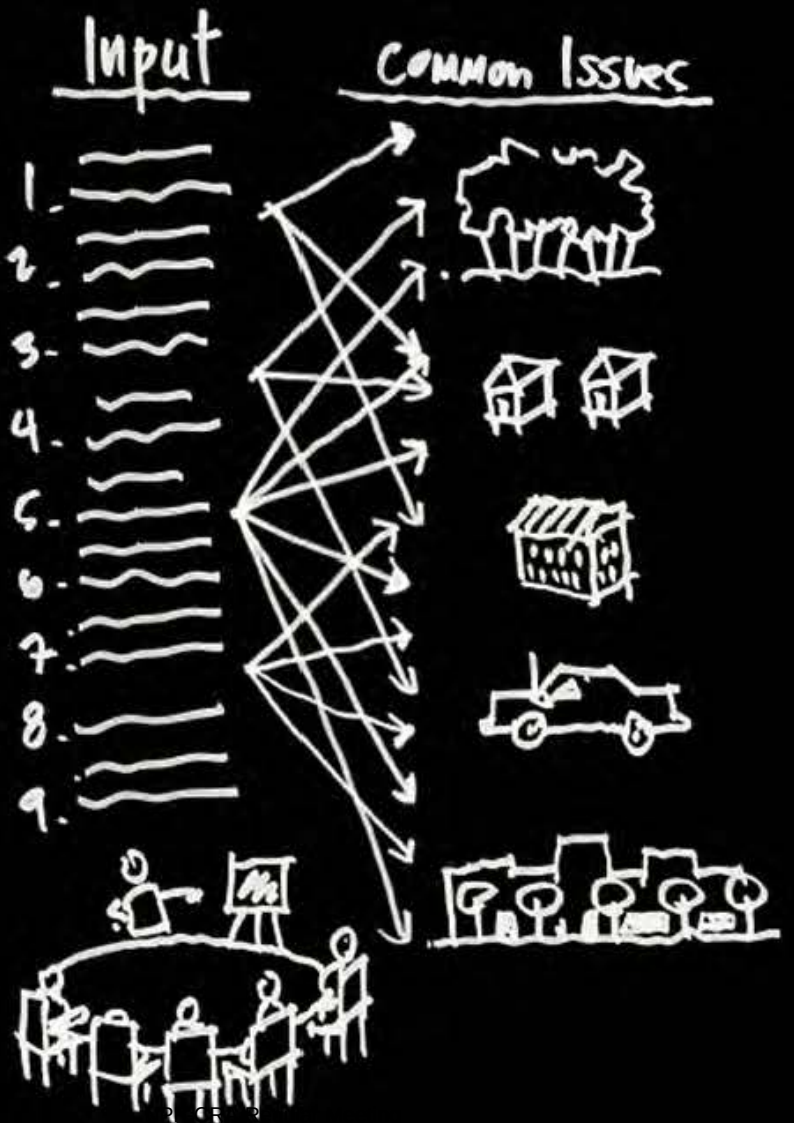
Documentation



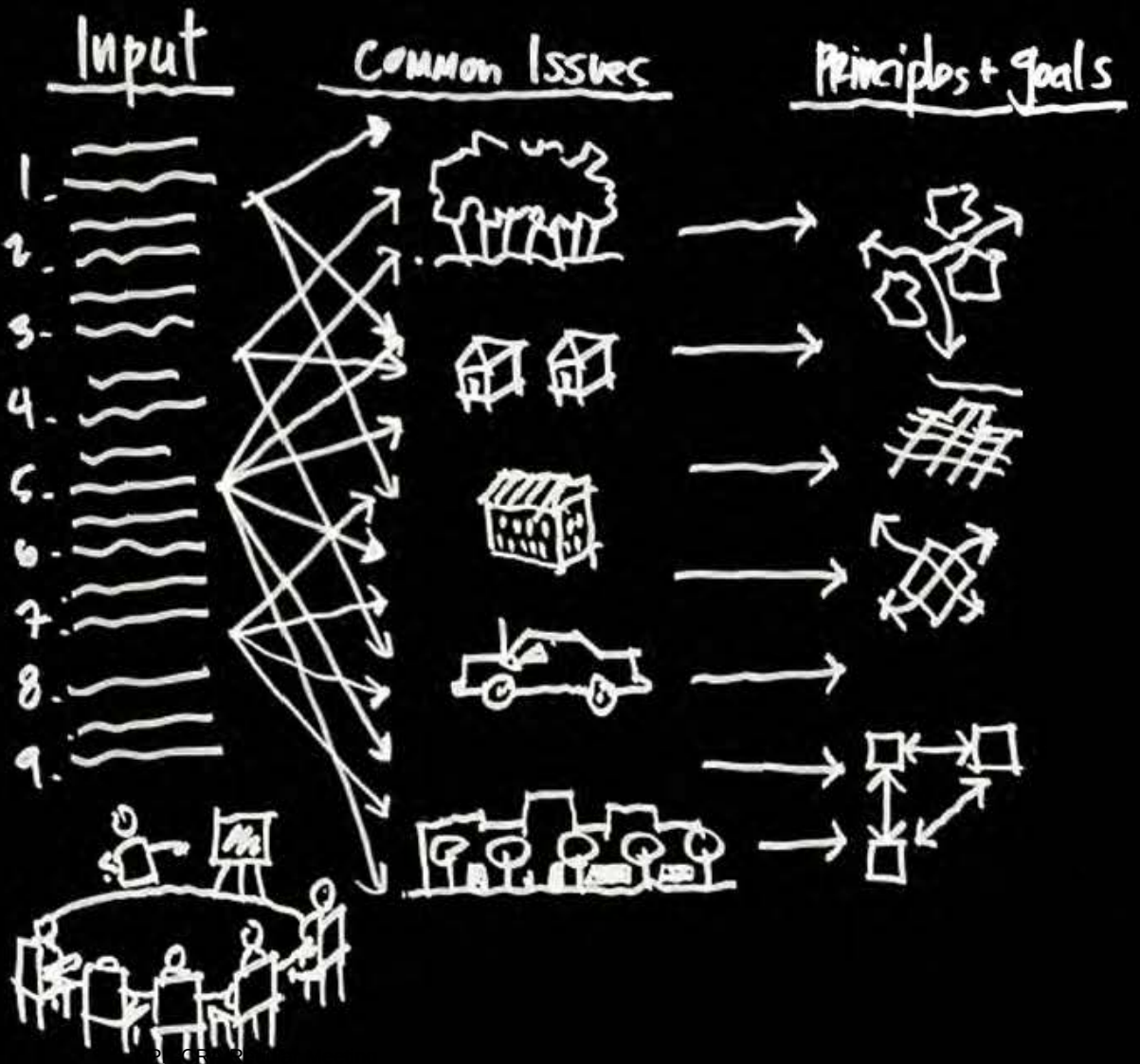
THE PLANNING PROCESS



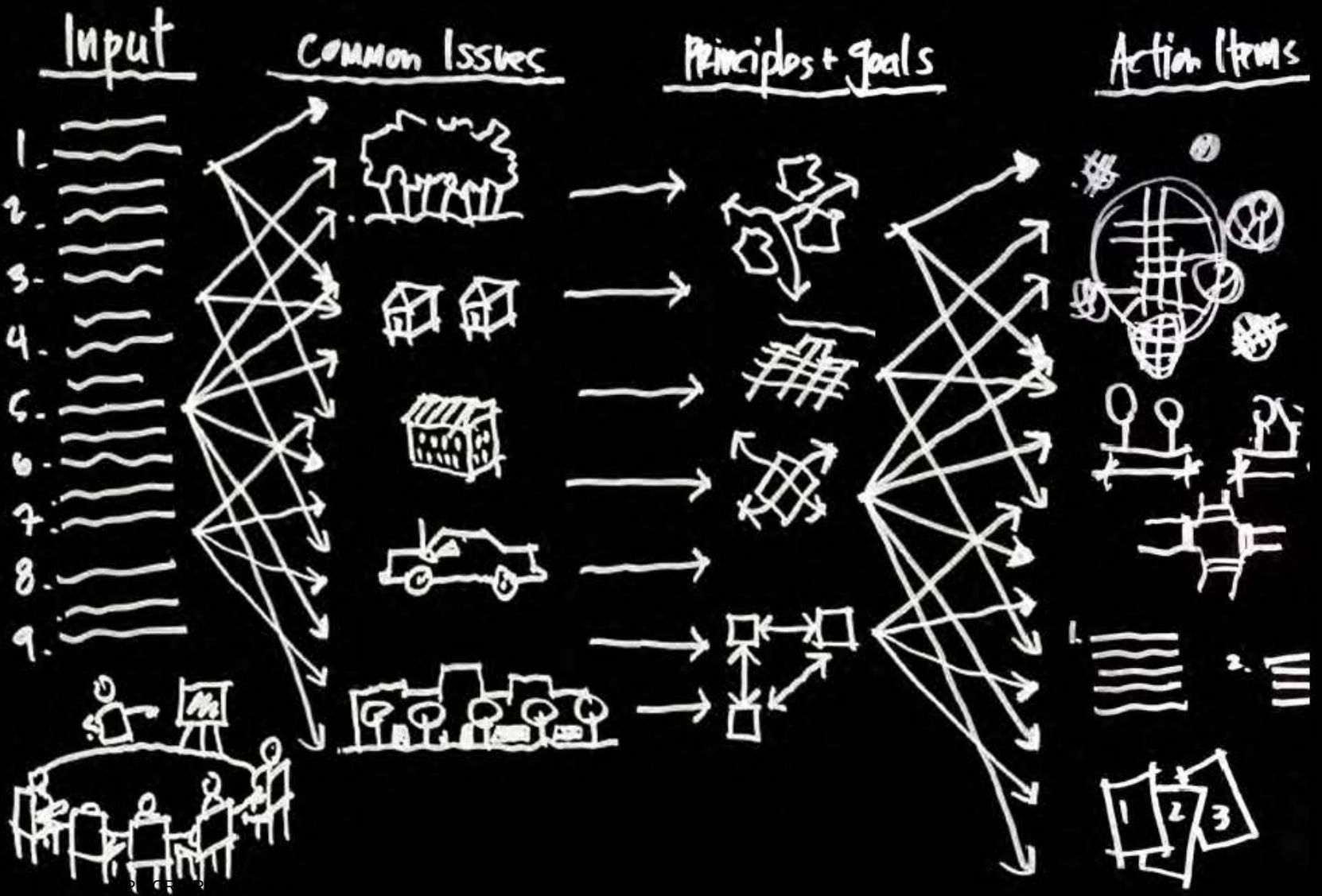
THE PLANNING PROCESS



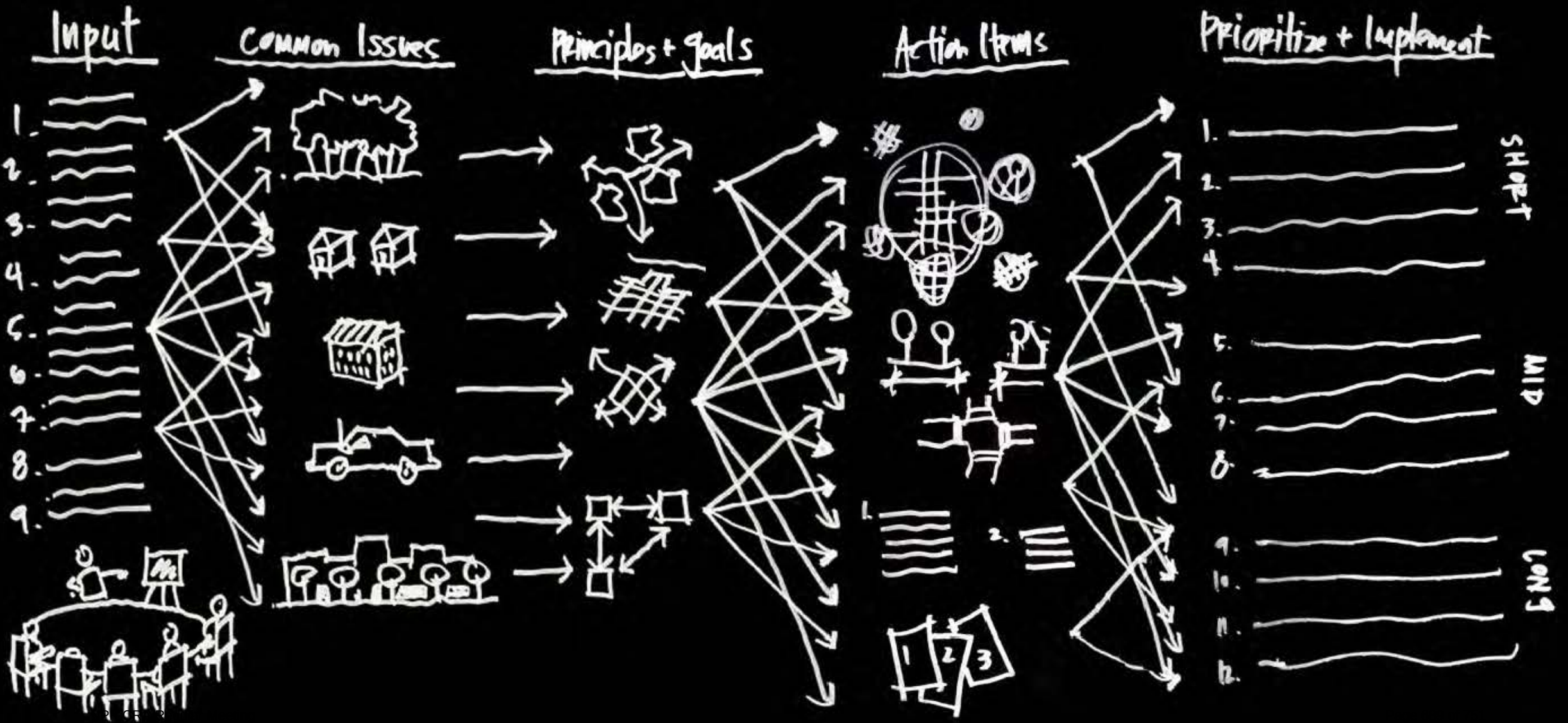
THE PLANNING PROCESS



THE PLANNING PROCESS



THE PLANNING PROCESS



ISSUES & OPPORTUNITIES WORKSHOP











CONCEPT DEVELOPMENT WORKSHOP



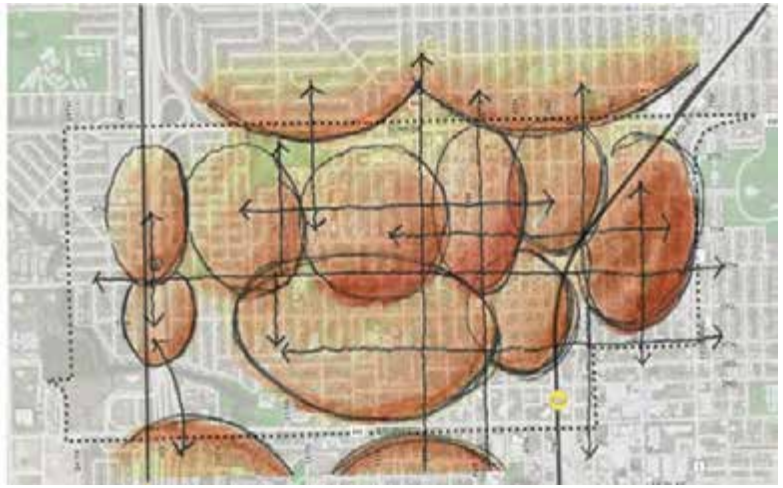




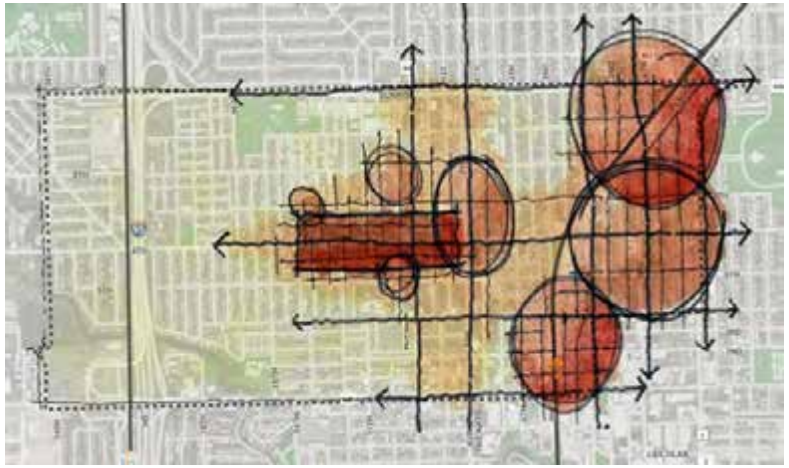
PURPOSE & NEED STATEMENT

The NPF-CRA is experiencing transportation, safety, mobility, and access issues, which are exacerbated by aging multimodal infrastructure that create gaps in the overall network which have contributed to increased undesirable driving behavior, creating inadequate and inequitable conditions for all street users.

GUIDING PRINCIPLES

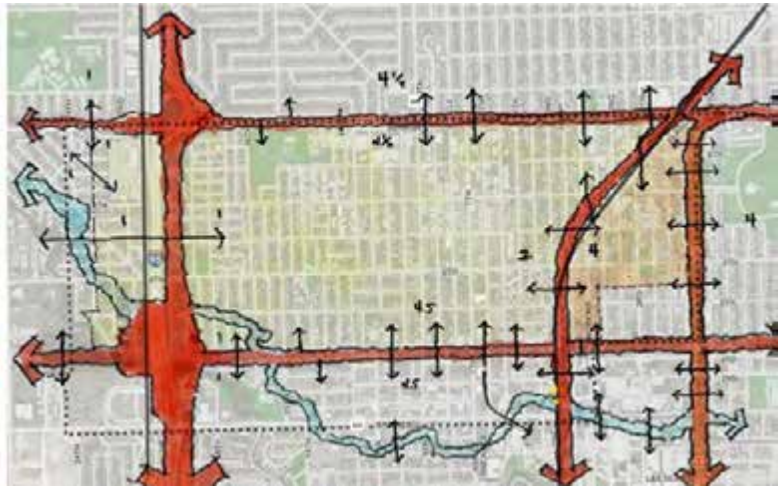


Principle 1
Connect + Enhance the Neighborhoods



Principle 2
'Mind the Gap' – Balance Neighborhood and Development Needs

GUIDING PRINCIPLES



Principle 3
Overcome the Barriers



Principle 4
Create a Network of Multimodal Infrastructure that Connects People to Community Amenities

GUIDING PRINCIPLES



Principle 5

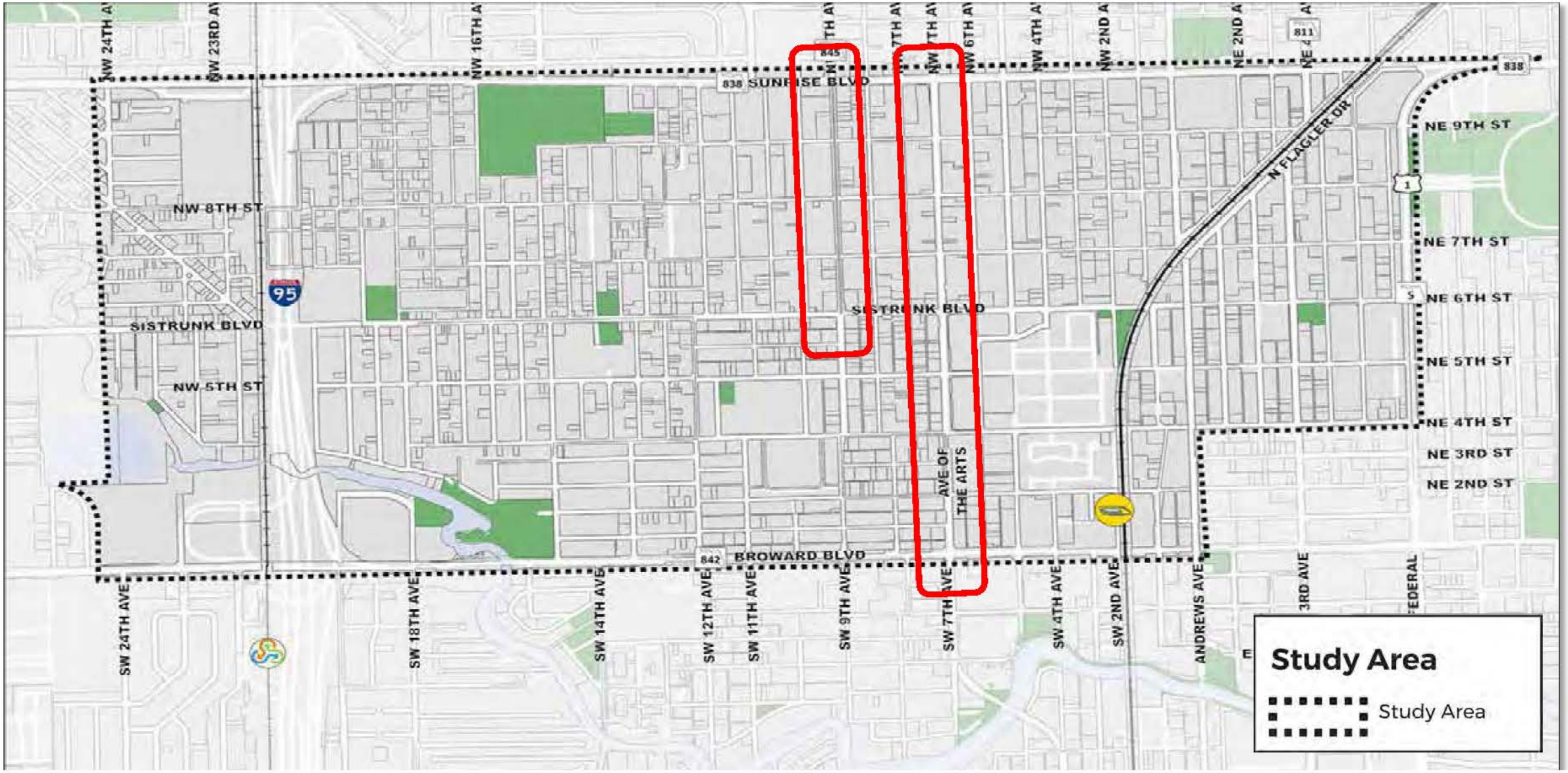
Celebrate Local Culture and Heritage by Bringing People TO and not THRU



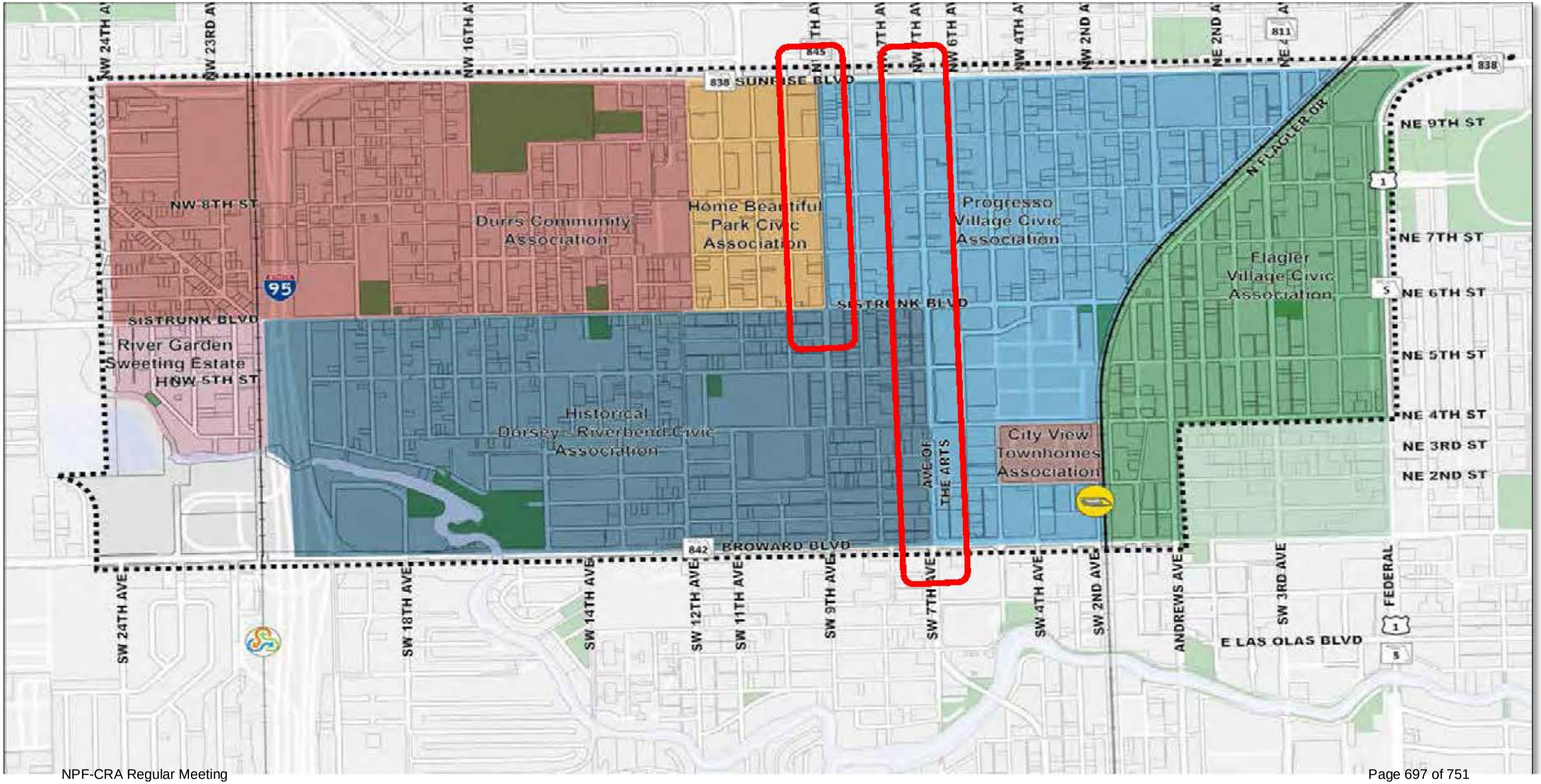
Principle 6

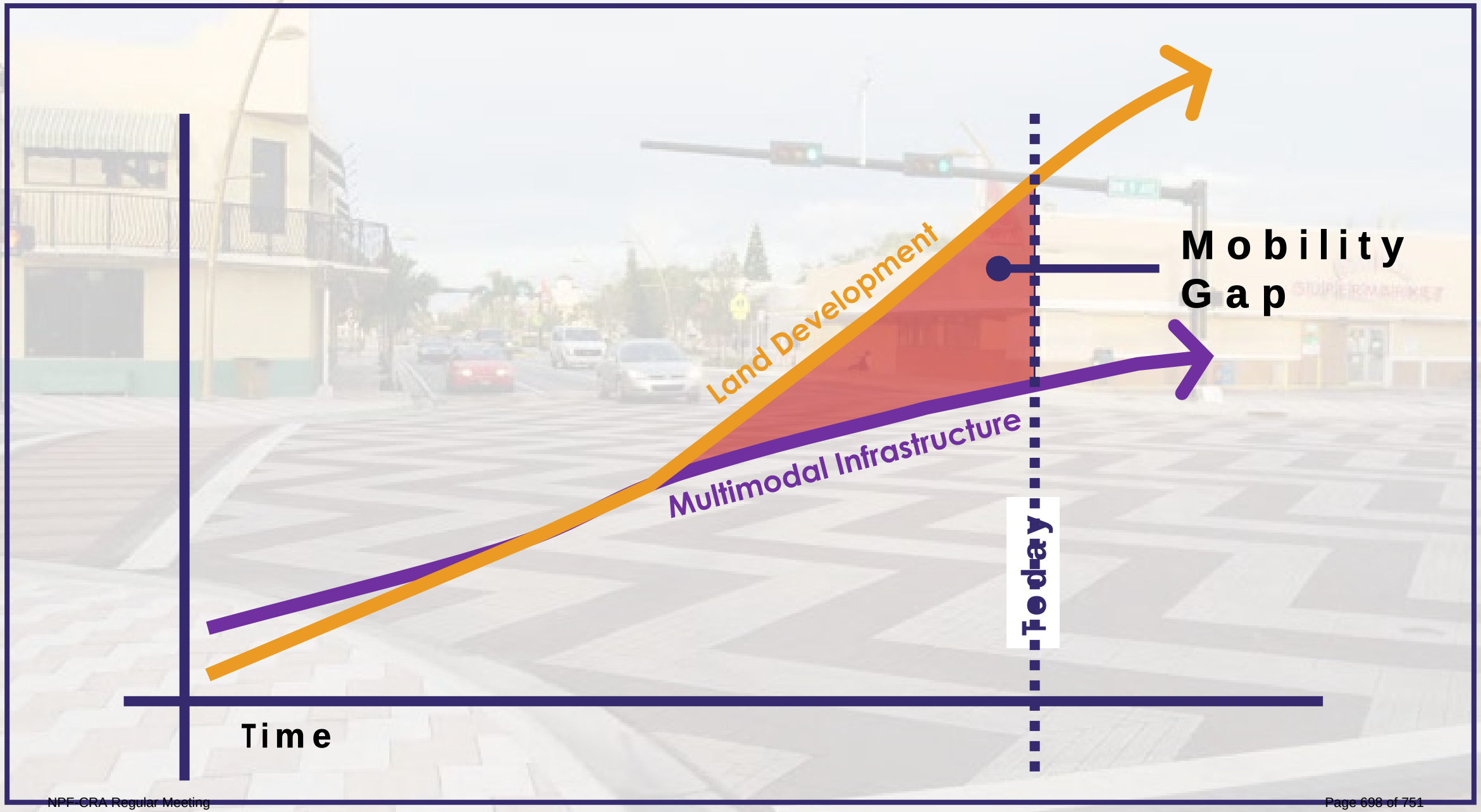
Facilitate the Transitions

STUDY AREA


NW 24TH AVE
NW 23RD AVE
NW 16TH AVE
NW 8TH ST
SISTRUNK BLVD
NW 5TH ST
95
838 SUNRISE BLVD
SISTRUNK BLVD
AVE OF THE ARTS
842 BROWARD BLVD
SW 24TH AVE
SW 18TH AVE
SW 14TH AVE
SW 12TH AVE
SW 11TH AVE
SW 9TH AVE
SW 7TH AVE
SW 4TH AVE
SW 2ND AVE
ANDREWS AVE
3RD AVE
FEDERAL
N FLAGLER DR
NE 9TH ST
NE 7TH ST
NE 6TH ST
NE 5TH ST
NE 4TH ST
NE 3RD ST
NE 2ND ST
Study Area
Study Area

STUDY AREA


NW 24TH AVE
NW 23RD AVE
NW 16TH AVE
NW 7TH AVE
NW 6TH AVE
NW 4TH AVE
NW 2ND AVE
NE 2ND AVE
838 SUNRISE BLVD
NW 8TH ST
Durrs Community Association
Home Beautiful Park Civic Association
Progresso Village Civic Association
N FLAGLER DR
NE 9TH ST
NE 7TH ST
NE 6TH ST
NE 5TH ST
NE 4TH ST
NE 3RD ST
NE 2ND ST
Flagler Village Civic Association
95
SISTRUNK BLVD
River Garden Sweeting Estate
NW 5TH ST
Historical Dorsey - Riverbend Civic Association
AVE OF THE ARTS
City View Townhomes Association
842 BROWARD BLVD
SW 24TH AVE
SW 18TH AVE
SW 14TH AVE
SW 12TH AVE
SW 11TH AVE
SW 9TH AVE
SW 7TH AVE
SW 4TH AVE
SW 2ND AVE
ANDREWS AVE
SW 3RD AVE
FEDERAL
E LAS OLAS BLVD

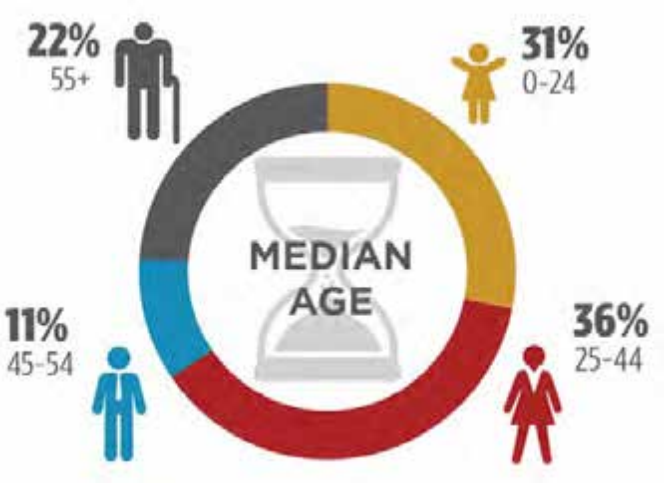

Land Development
Multimodal Infrastructure
Mobility Gap
Today
Time

There is too Much Traffic
for Billy to **Walk to School;**
So we Drive HIM

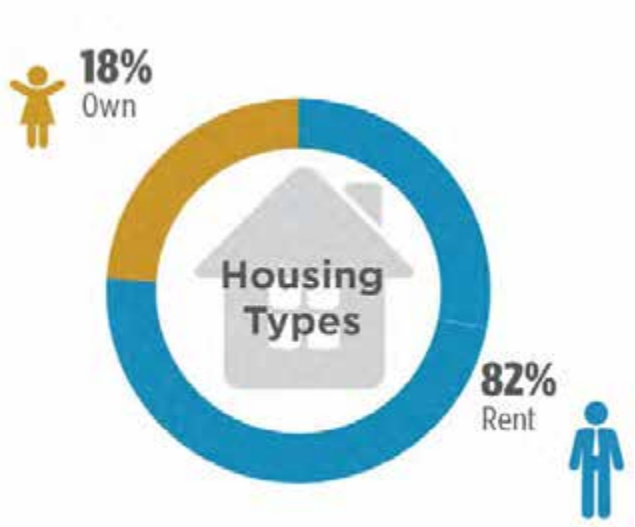


FINDINGS – COMMUNITY CHARACTERISTICS

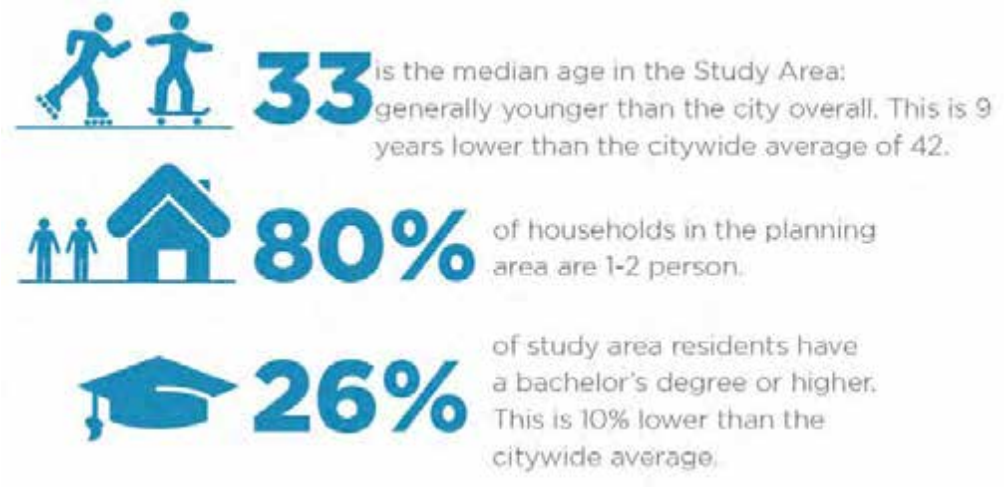
Here's who lives and works in the Study Area today:



	West Side:	East Side:
0-24:	39%	11%
25-44:	30%	51%
45-54:	11%	11%
55+:	21%	27%

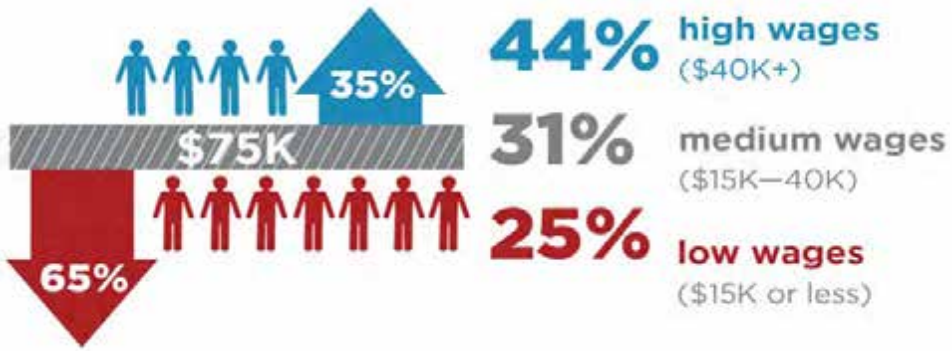


	West Side:	East Side:
Own:	15%	23%
Rent:	85%	77%

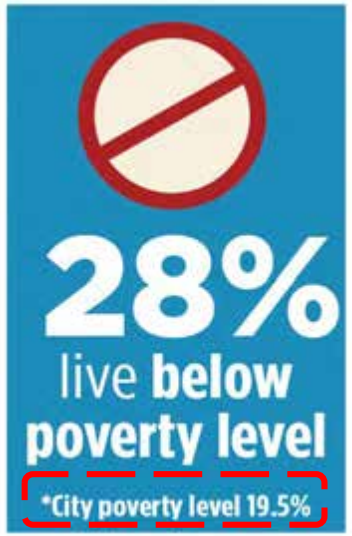


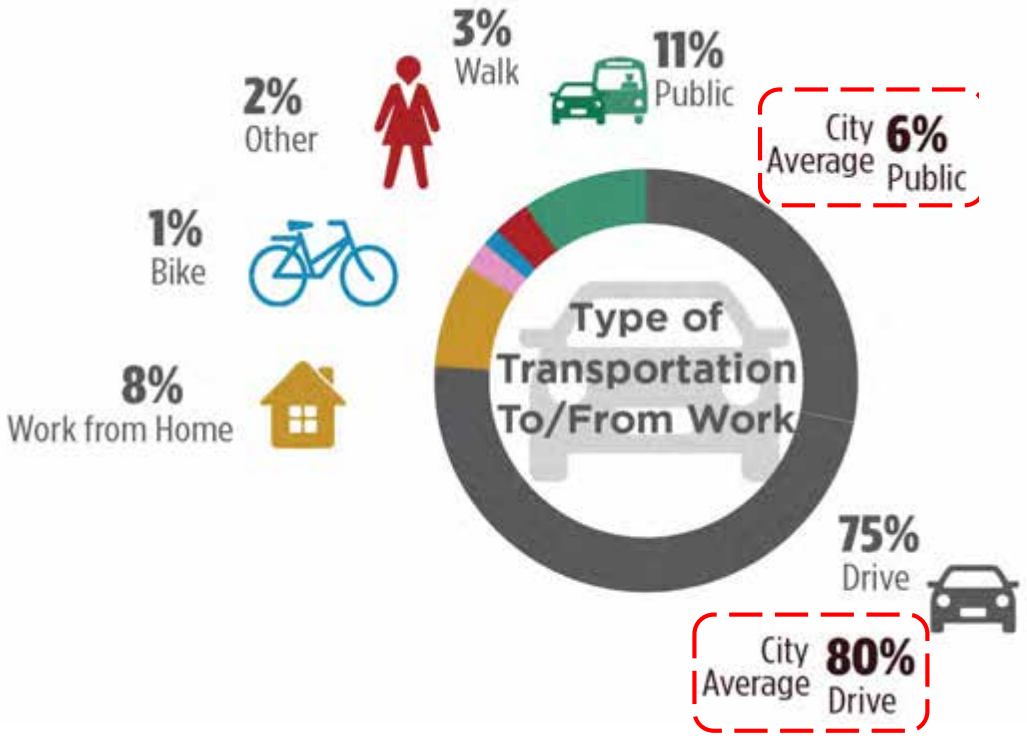
FINDINGS – COMMUNITY CHARACTERISTICS

	West Side:	East Side:
0-15K:	30%	16%
15-40K:	41%	15%
40K+	29%	69%





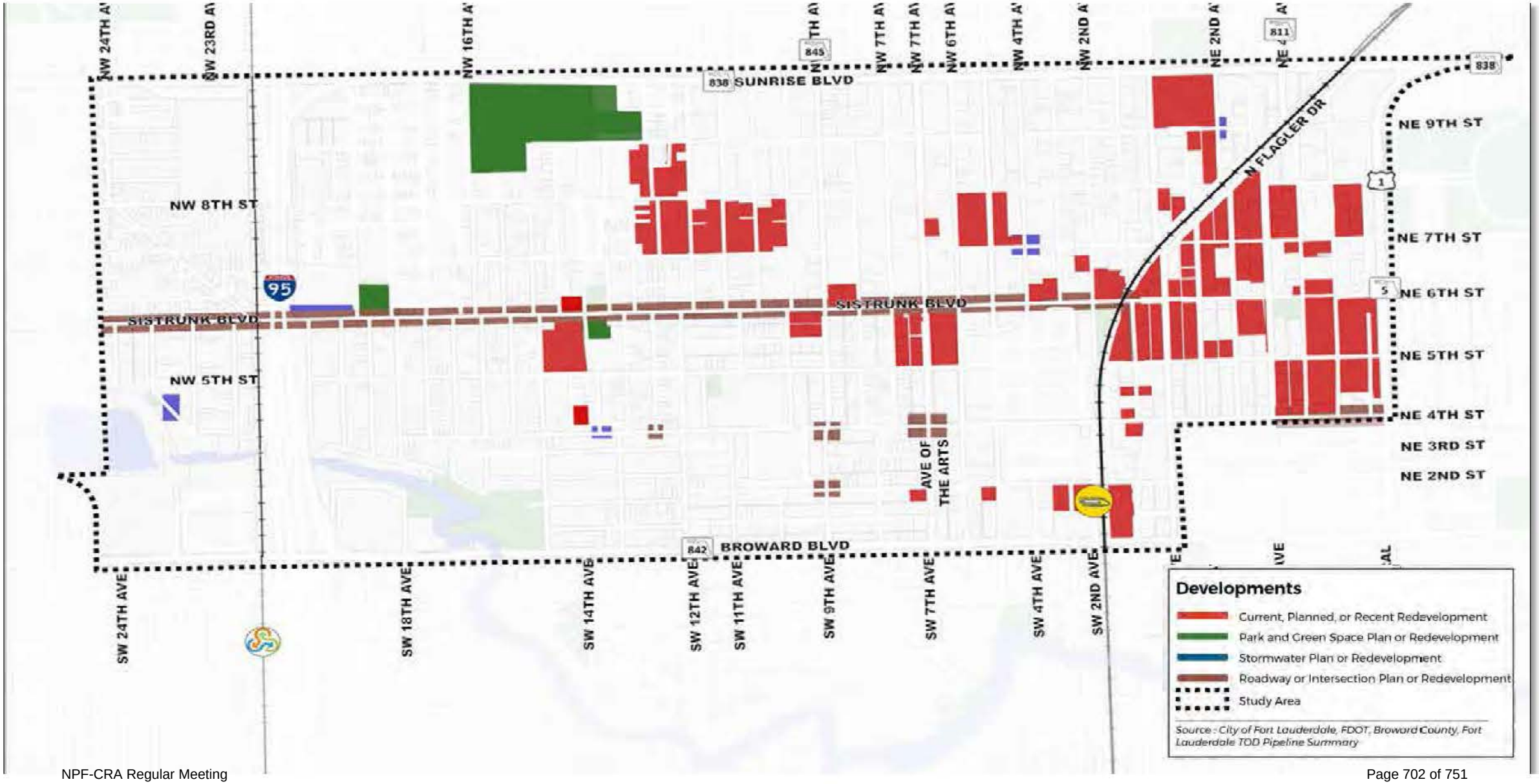




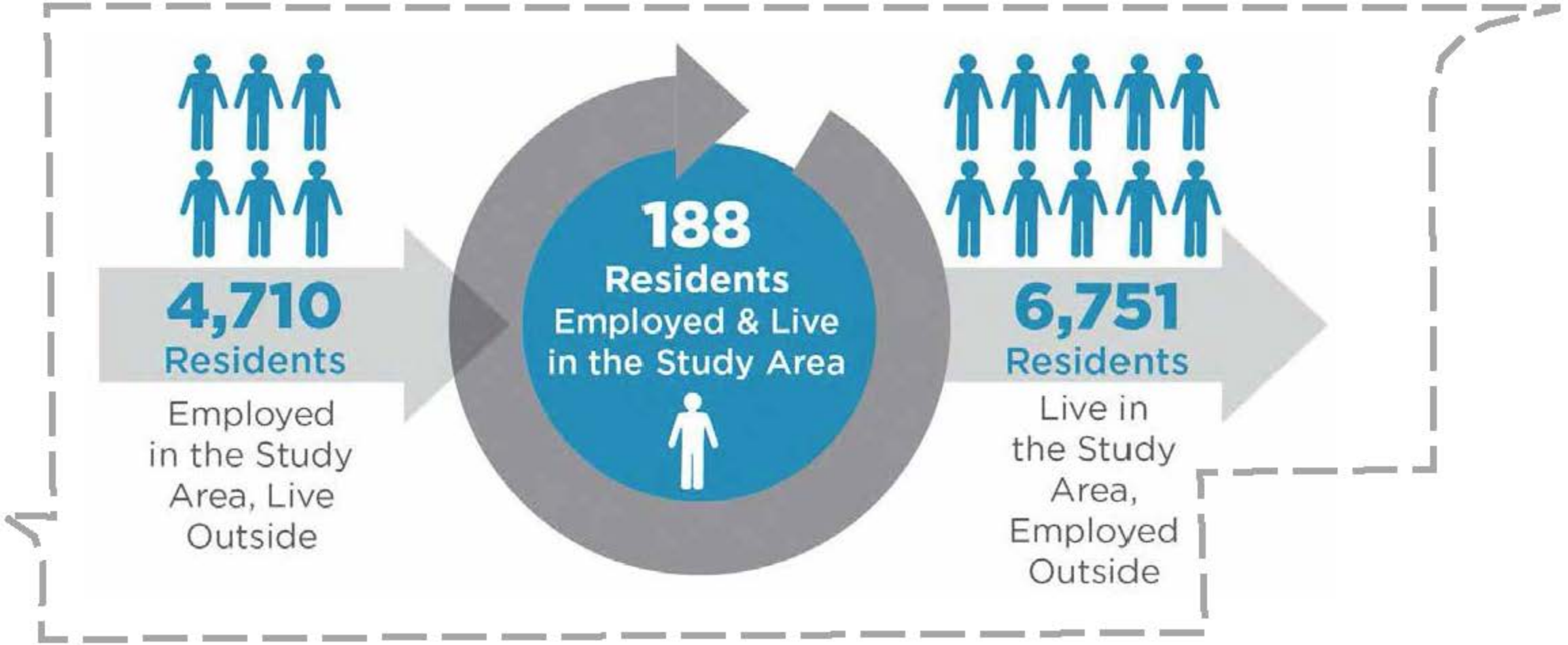
Transportation to work for people 16 years and older

	West Side:	East Side:
Drive:	74%	78%
Transit:	15%	4%
Walk:	4%	2%
Bike:	2%	0%
Work from home:	3%	16%
Other:	2%	0%

FINDINGS – NEIGHBORHOOD CONTEXT



FINDINGS – TRANSPORTATION CHARACTERISTICS



WHAT WE HEARD

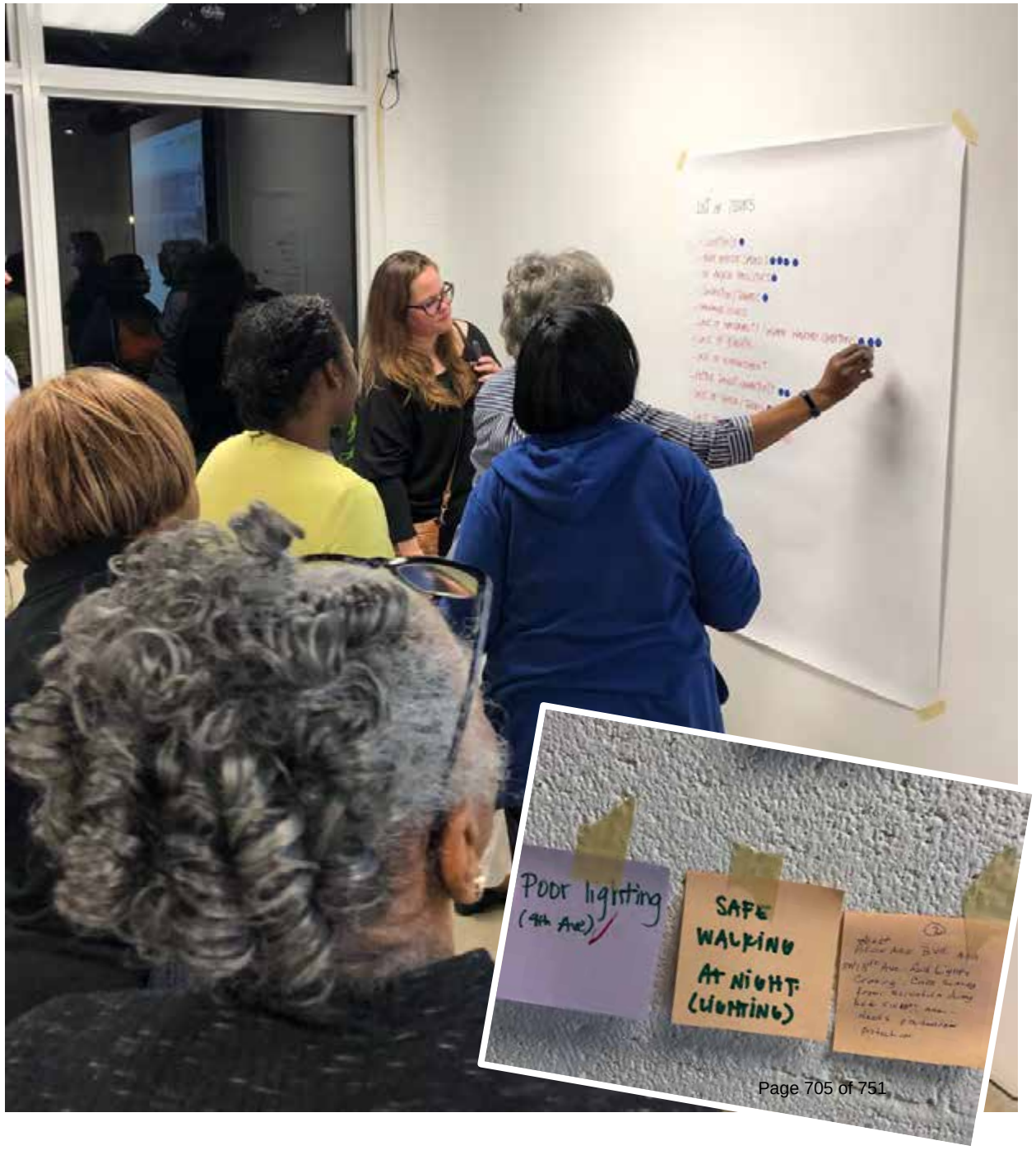


Who's Been Engaged Through This Process?

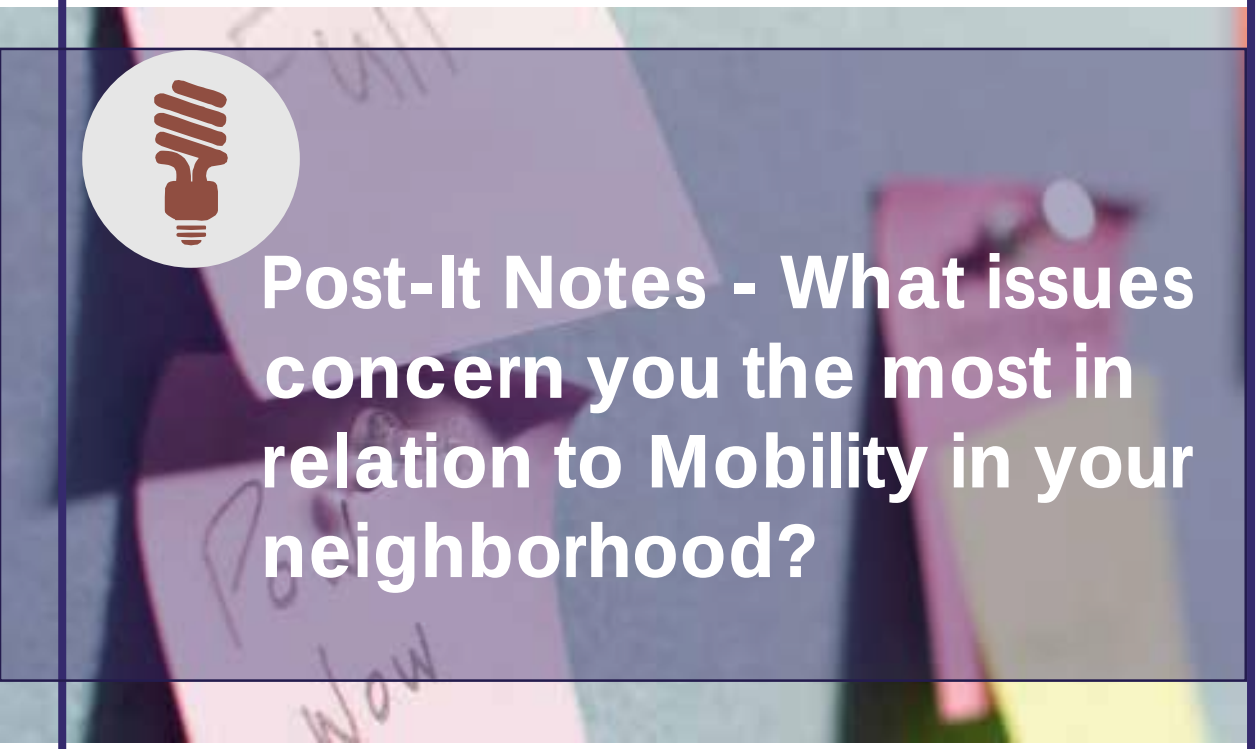
- **Public Agencies**
  - City of Fort Lauderdale staff
  - Broward County / BCT
  - Destination Sistrunk
  - FDOT
  - DDA
- **Community Organizations**
  - Housing Authority of the City of FTL
  - YMCA
  - Partnership for the Homeless
  - Churches
  - Riverwalk Trust
  - Black Chamber of Commerce
- **Property Owners & Business Owners**
  - Boys & Girls Club
  - MASS District
  - FAT Village
  - Linden Development Corporation
- **Neighborhood Associations**
- **Residents / General Public**

WHAT WE HEARD

What issues concern you the most in relation to Mobility in your neighborhood?



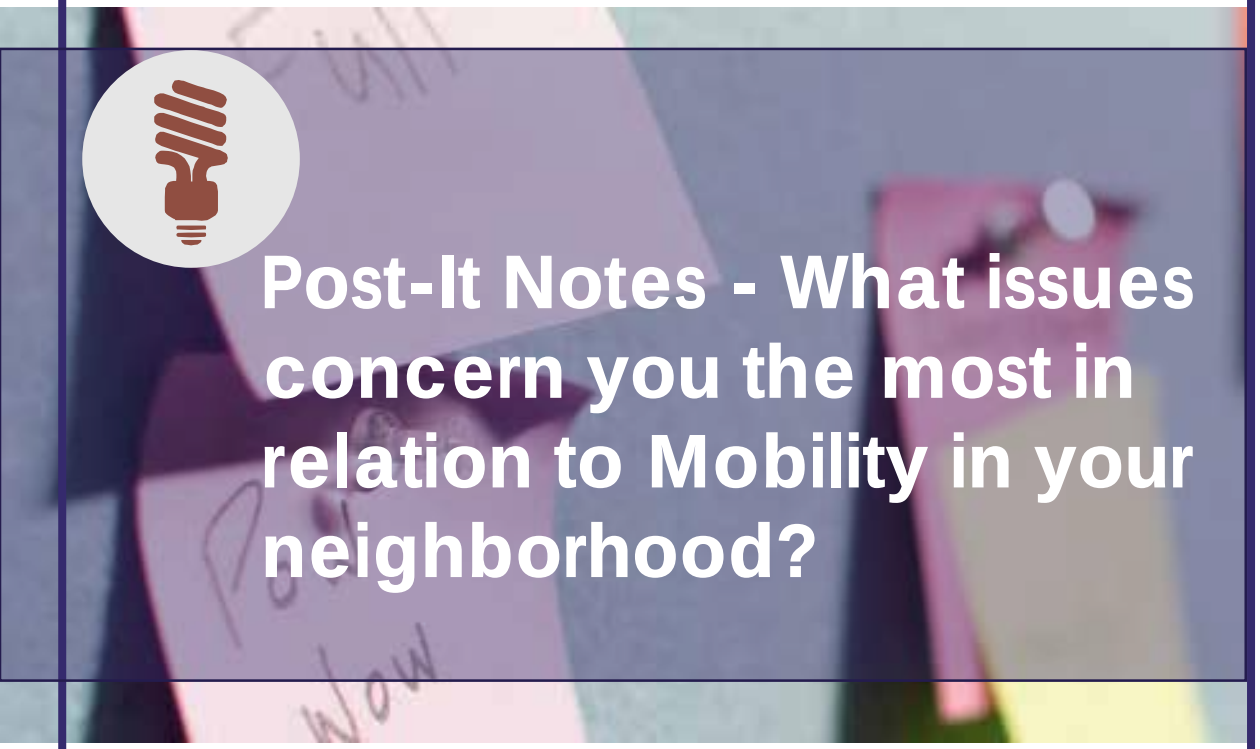
WHAT WE HEARD



Post-It Notes - What issues concern you the most in relation to Mobility in your neighborhood?

- Lighting
- High Vehicle Speed
- No Bicycle Facilities
- Congestion / Traffic
- Drainage Issues
- Lack of Walkability/ Unsafe Walking Conditions
- Lack of Events
- Lack of Enforcement
- Better Transit Connectivity
- Lack of Shade / Trees
- Lack of Signage / Wayfinding

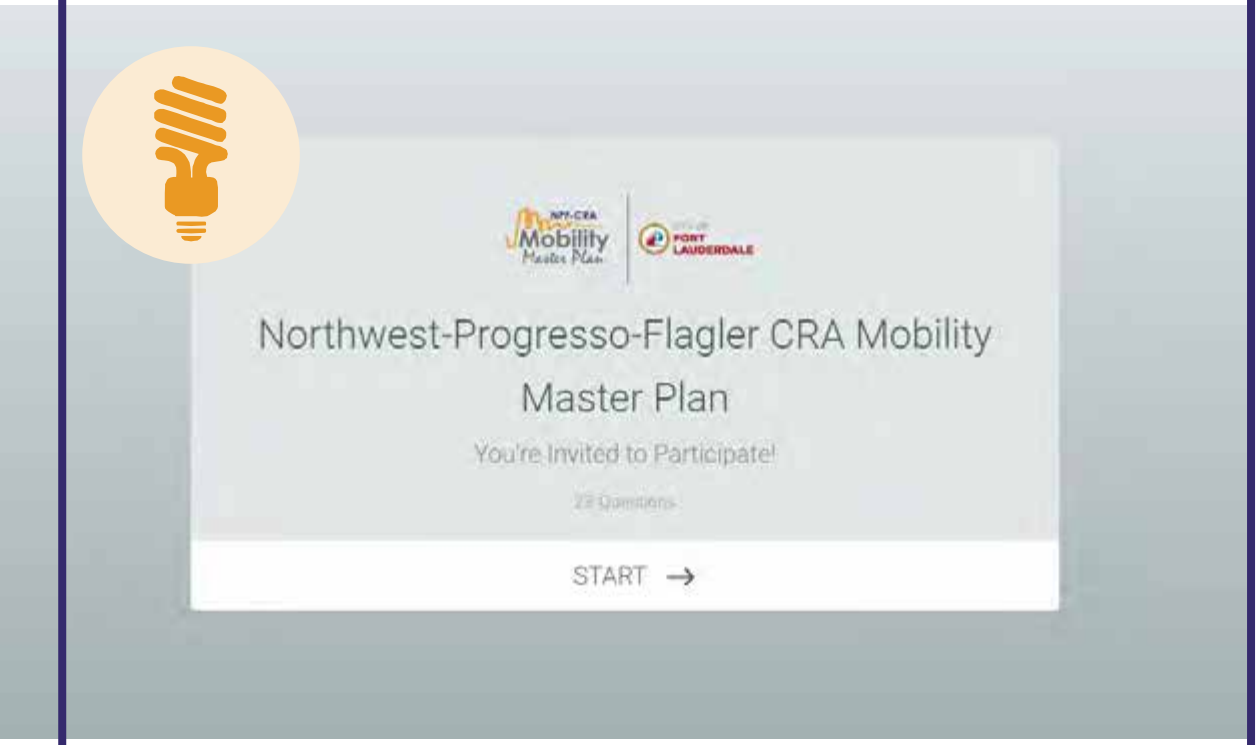
WHAT WE HEARD



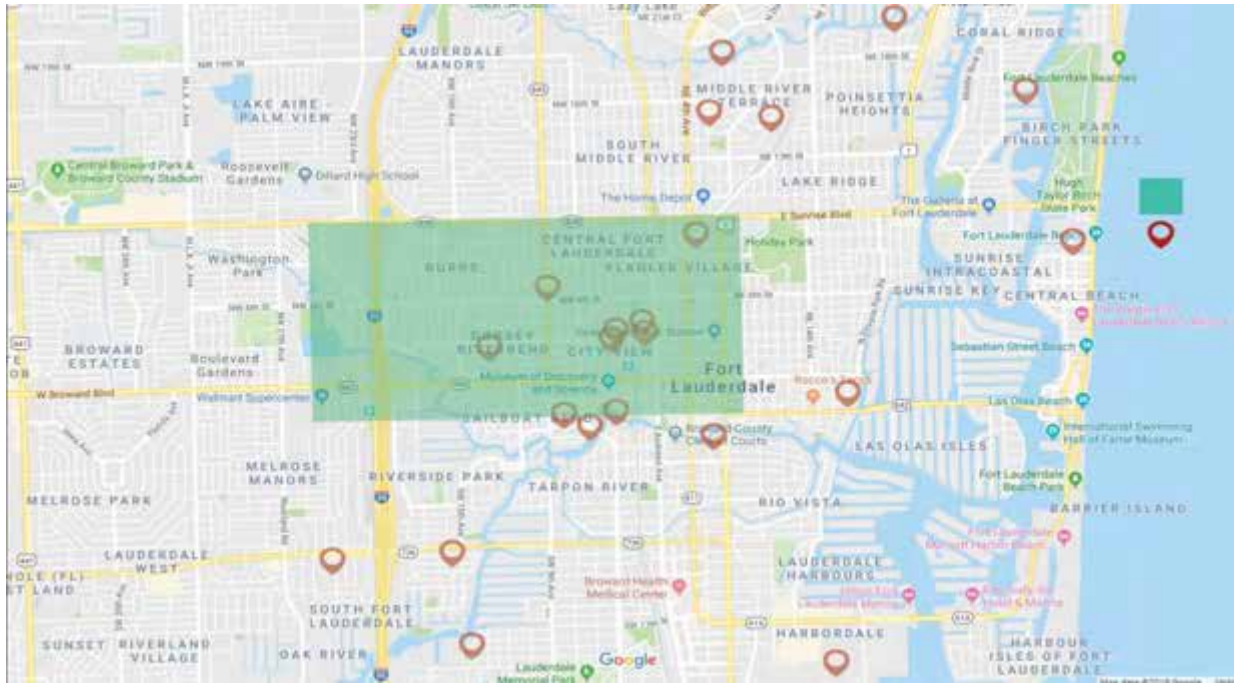
Post-It Notes - What issues concern you the most in relation to Mobility in your neighborhood?

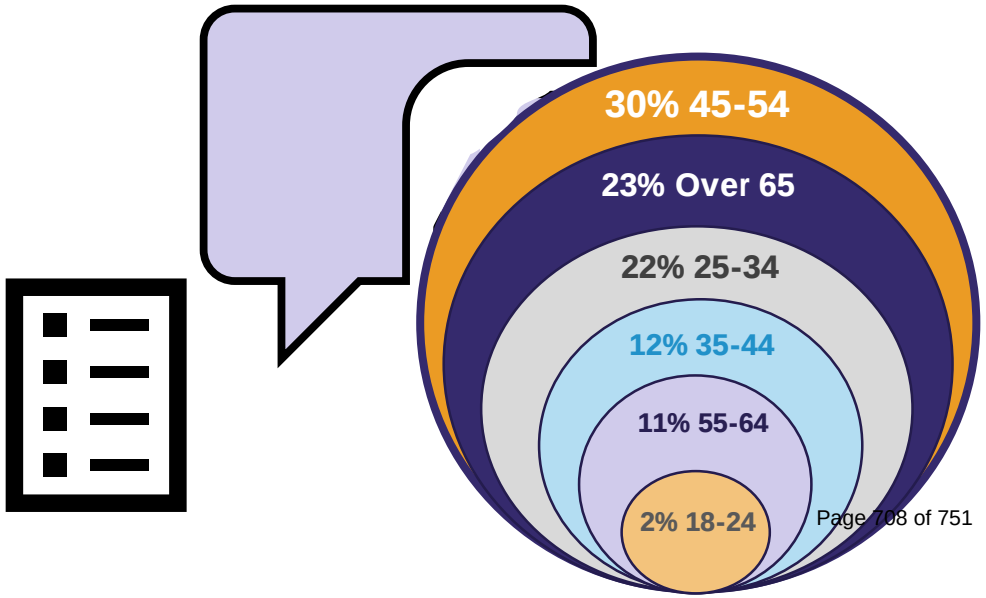
- Lack of Walkability/ Unsafe Walking Conditions ●●●●●●●●
- High Vehicle Speeds ●●●●●●
- Better Transit Connectivity ●●●
- Congestion / Traffic ●●●
- Lighting ●●●
- Lack of Shade / Trees ●●
- Drainage Issues ●●
- No Bicycle Facilities ●
- Lack of Enforcement ●
- Lack of Events ●
- Lack of Signage / Wayfinding

WHAT WE HEARD



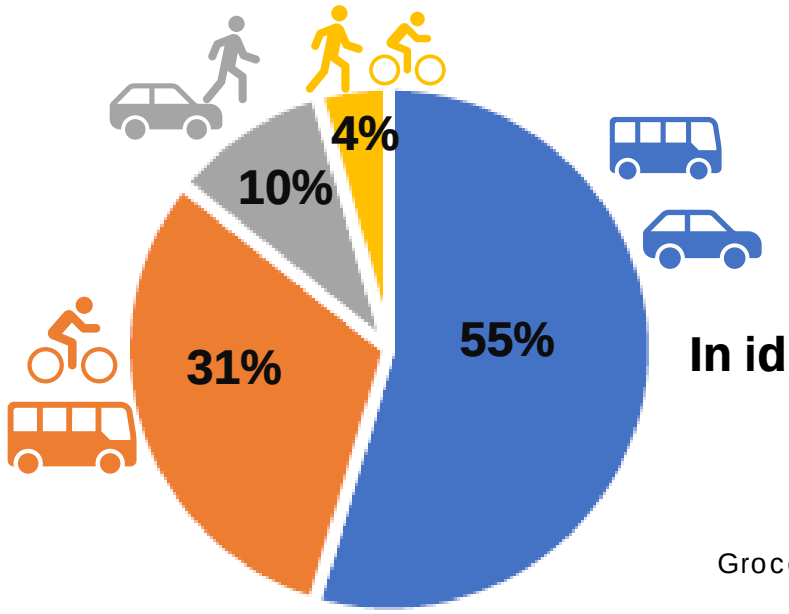
Who Did We Hear From?





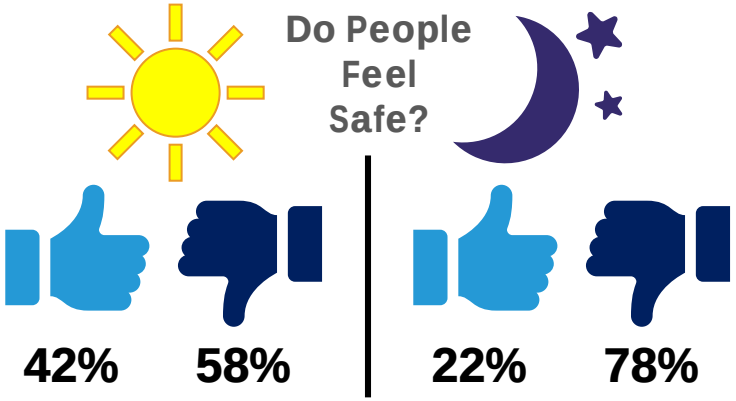
WHAT WE HEARD

How Do People Get Around ?



90% + Walk for Pleasure or Exercise or Daily Needs Weekly

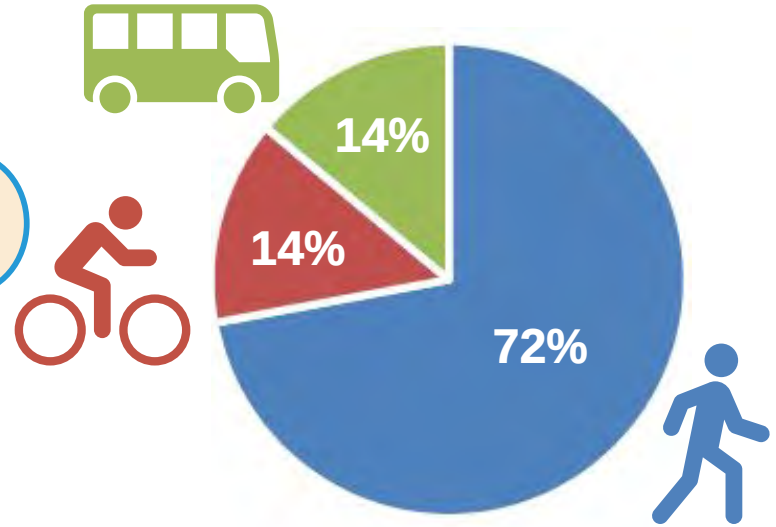




In ideal conditions, respondents would walk or bike to:



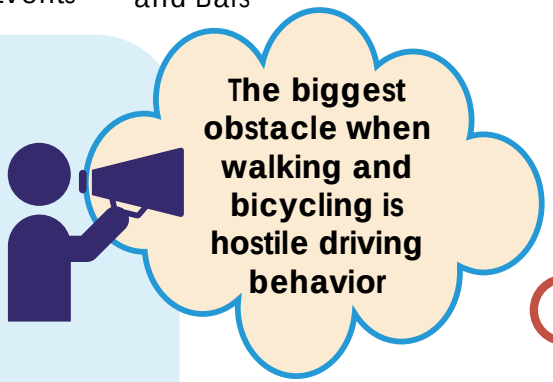
What Transportation would you like to see in the Future?



Top 3 Mobility Issues



- Bumper to Bumper Traffic
- Unsafe Conditions/Intersections
- Unsafe Driving Behavior/High Speeds



WHAT WE HEARD

"If this Mobility Master Plan improves _____, I will be extremely satisfied."



Older respondents were less likely to choose walking or riding a bicycle

Younger respondents would like to see walking more available in their community

25% of women believed that streets are safe for walking & biking during the day, compared to **50%** of men

Please share any additional thoughts or comments you may have about mobility in your neighborhood

Themes:

- Proactive effort in growth
- Improvement of bicycle, pedestrian, and traffic facilities
- Connectivity to destinations
- Safety
- Active and innovative transportation

Younger respondents overwhelming ranked <u>Unsafe Conditions</u> **#1** in mobility issues

In terms street safety at nighttime, both genders believe that streets were unsafe for walking & biking

SUMMARY OF ISSUES & OPPORTUNITIES

Traffic Calming

Traffic calming is needed and desired by the community in residential areas.

Network Connectivity

Lack of network connections forces traffic onto Sistrunk Boulevard creating more congestion.

Street Design / Streetscape Elements

Street design can improve safety and comfort for all roadway users.

Safety & Traffic Operations

Speeding and cut-through traffic is a main safety concern in the community.

Access / Inadequate Pedestrian Facilities

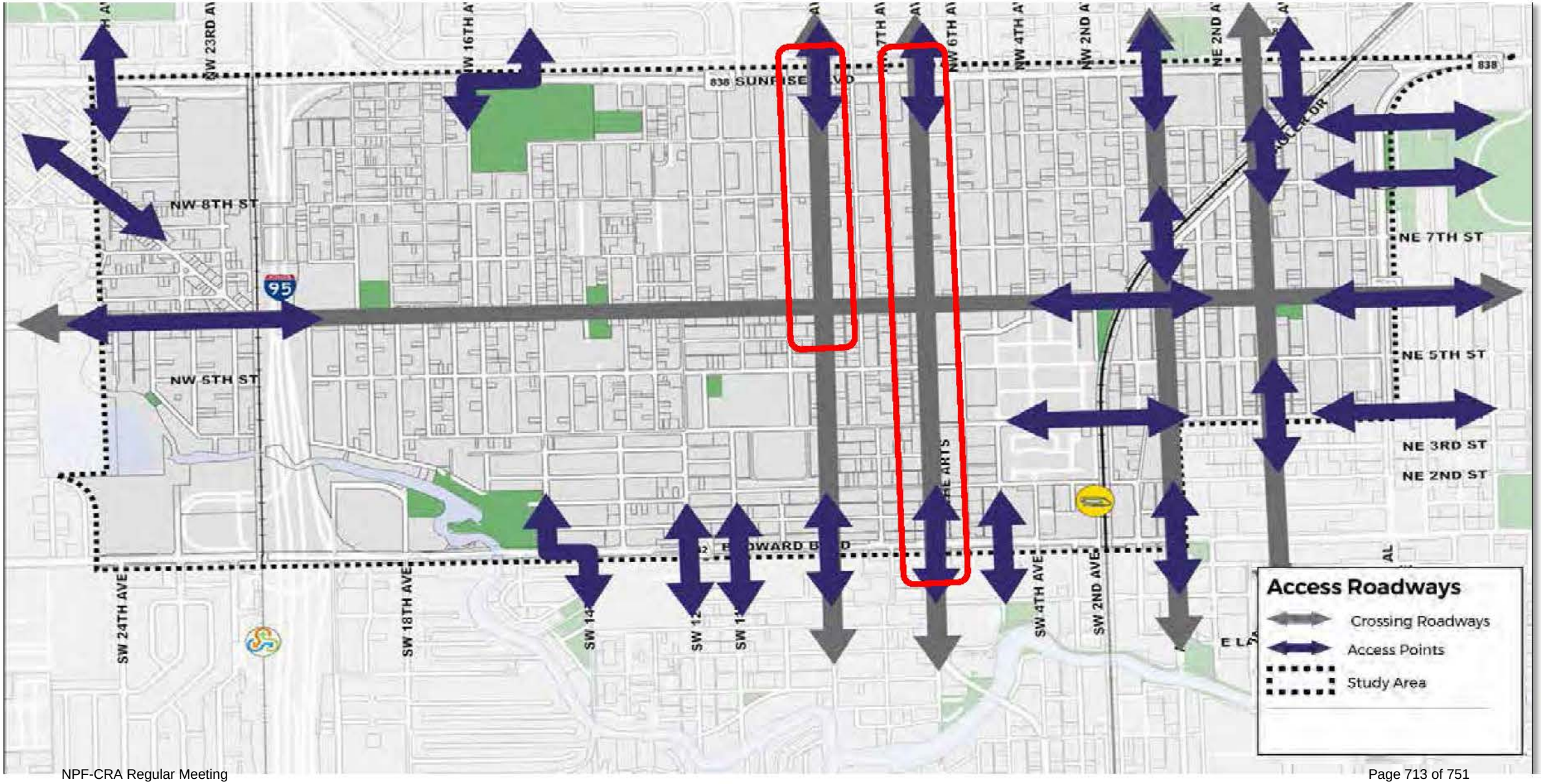
Lack of walkability/unsafe walking conditions was the number one issue identified by community members particularly on 4th Street and Sistrunk Boulevard.



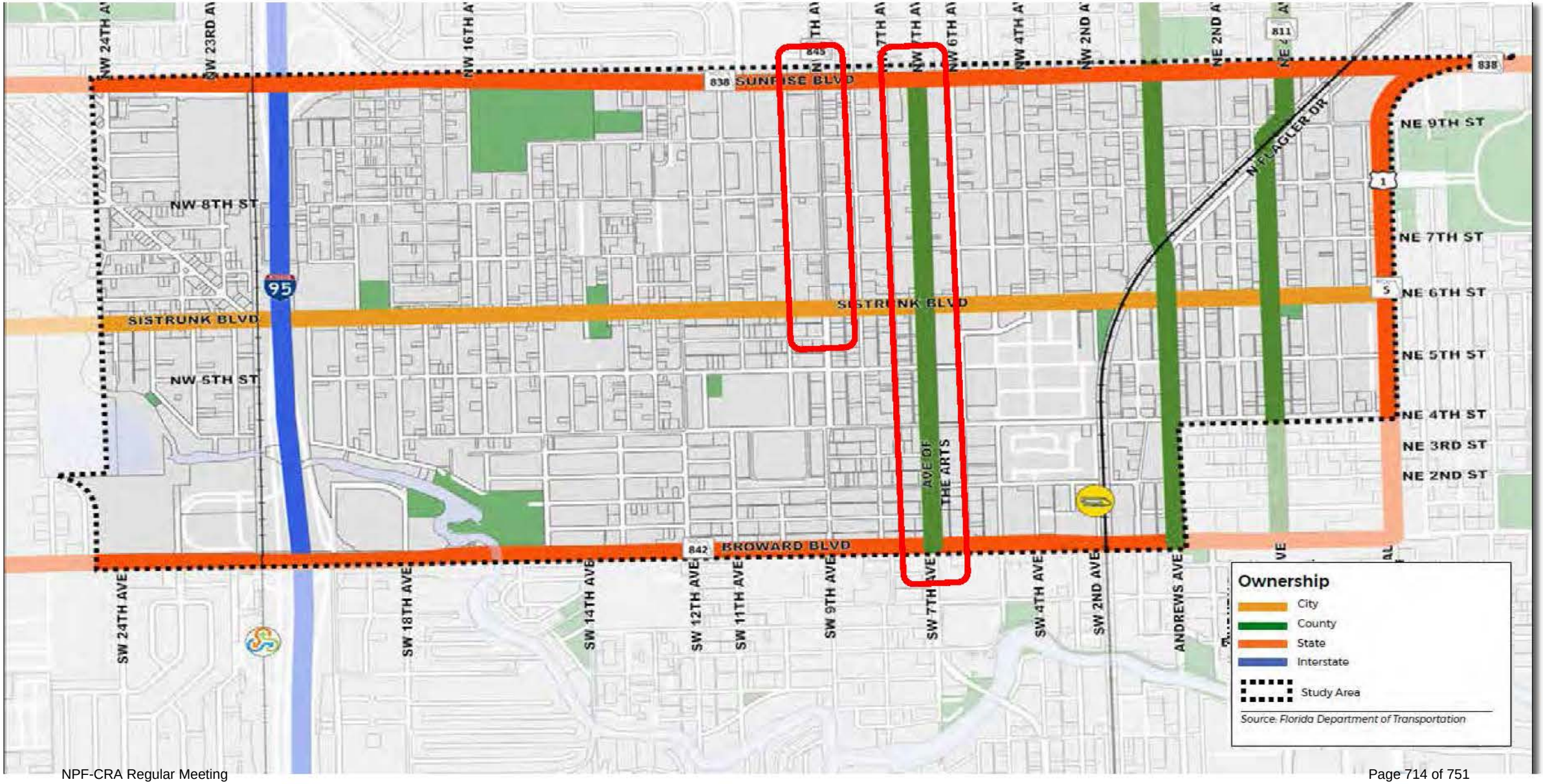




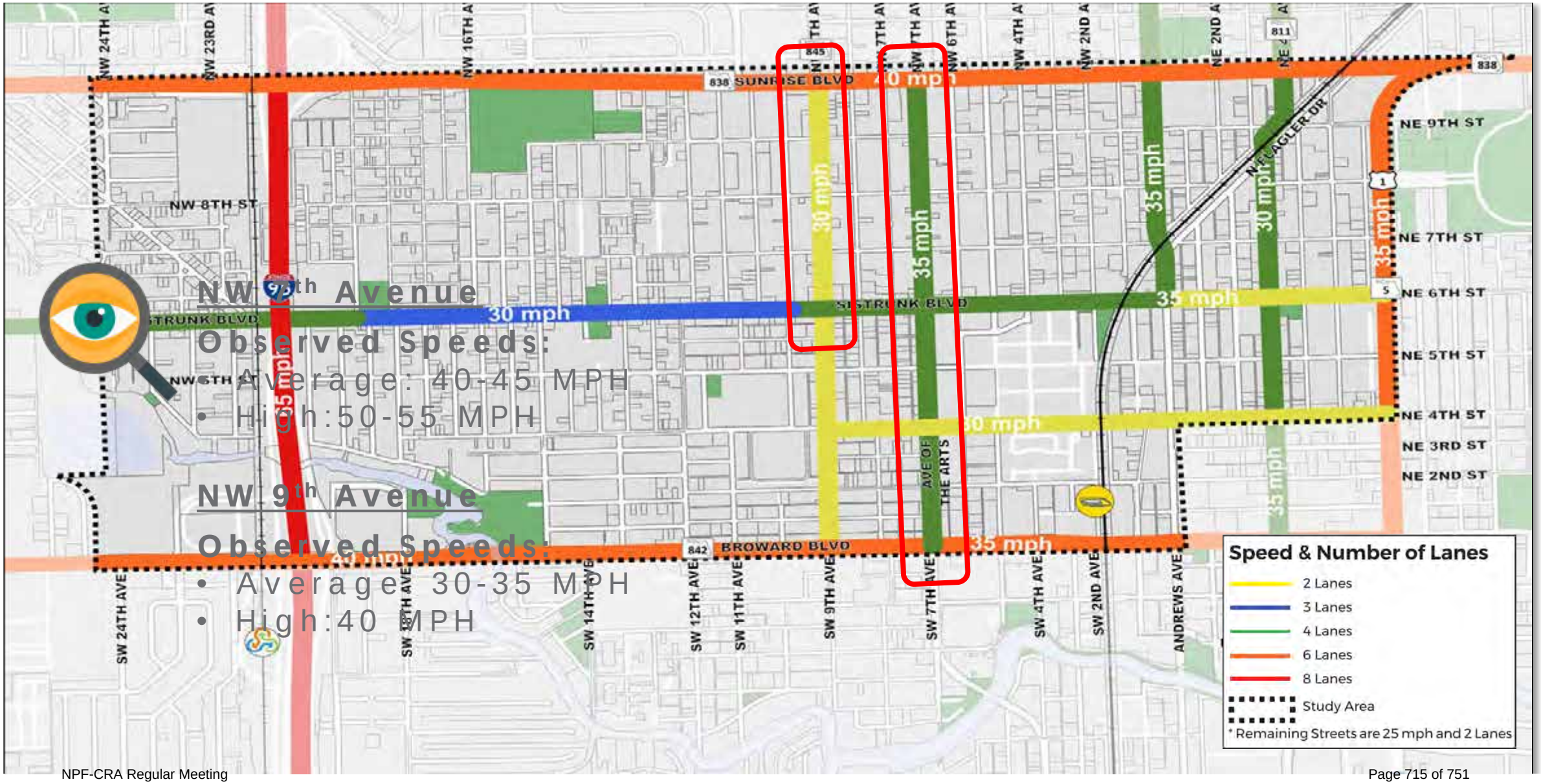
TRANSPORTATION CHARACTERISTICS



TRANSPORTATION CHARACTERISTICS



TRANSPORTATION CHARACTERISTICS



NW 7th Avenue

Observed Speeds:

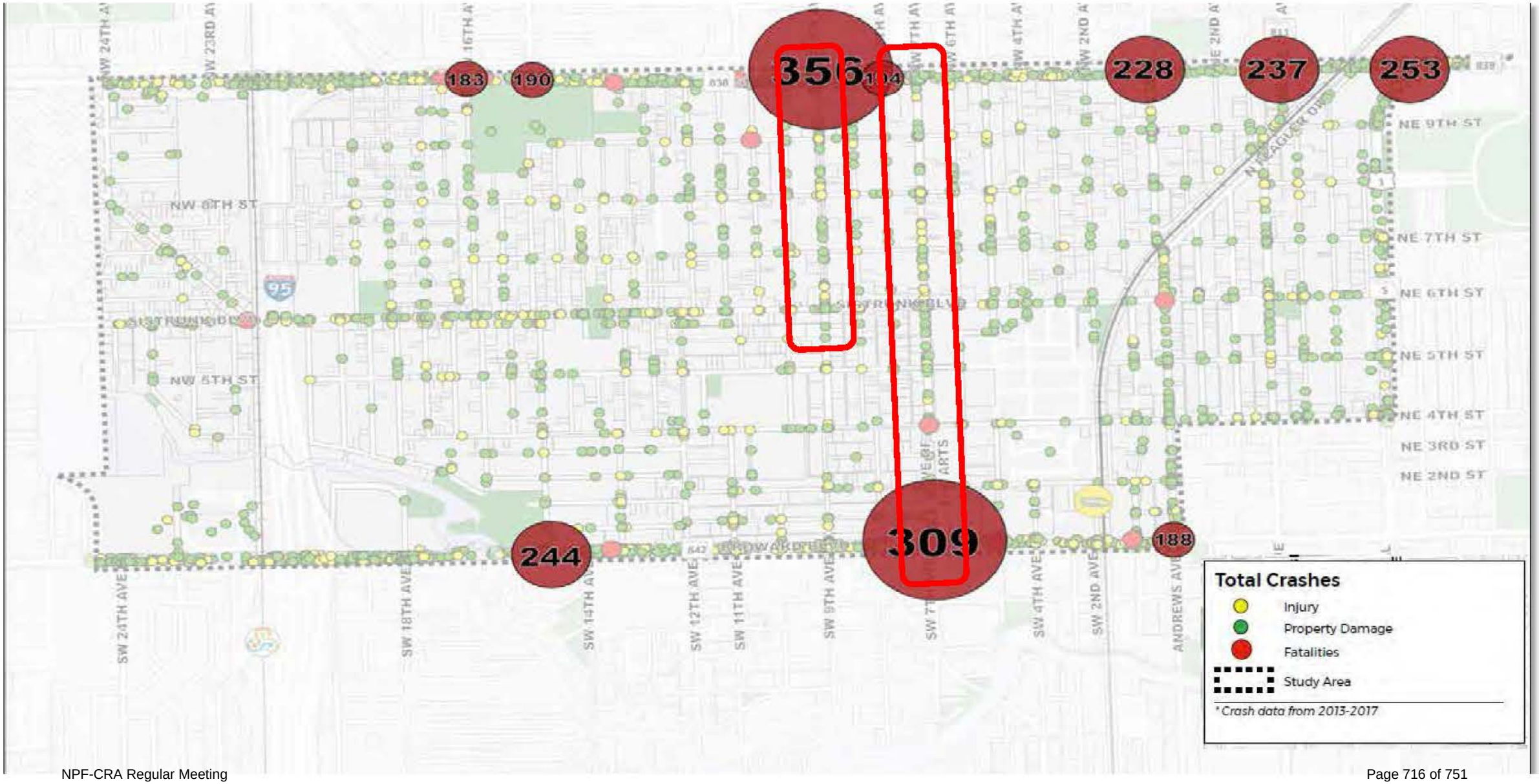
- Average: 40-45 MPH
- High:50-55 MPH

NW 9th Avenue

Observed Speeds:

- Average 30-35 MPH
- High:40 MPH

TRANSPORTATION CHARACTERISTICS



NW 7TH AVENUE – CONCEPT ALTERNATIVES



NW 7TH AVE – TRANSPORTATION CHARACTERISTICS



Main Issues Observed:

- Transitional Uses
- High Speeds
- Low Aesthetic Appeal
- Poor Pedestrian Environment
- Safety

Existing Traffic Counts

Traffic data was collected during the month of April 2019 under normal conditions.

Roadway Segment	Count Type	Date of Count	2019 AADT Rounded Tube Counts
NW 7th Avenue/Avenue of the Arts between Sunrise Boulevard and NW 8th Street	24-Hour	4/25/19	14,000
NW 7th Avenue/Avenue of the Arts between NW 8th Street and NW 6th Street/Sistrunk Boulevard	24-Hour	4/11/19	14,000
NW 7th Avenue/Avenue of the Arts between NW 6th Street/Sistrunk Boulevard and NW 4th Street	24-Hour	4/25/19	16,000
NW 7th Avenue/Avenue of the Arts between NW 4th Street and Broward Boulevard	24-Hour	4/25/19	15,000

✓ **ROW: Approximate 90 Ft.**

NW 7TH AVE – TRANSPORTATION OPERATIONS

Roadway Segment	Segment LOS	AM Peak Hour Intersection LOS	PM Peak Hour Intersection LOS
Sunrise Blvd & 7th Ave	D	D	E
8th St & 7th Ave	D	A	A
Sistrunk & 7th Ave	D	C	D
4th St & 7th Ave	D	A	B
Broward Blvd & 7th Ave	D	D	D

LOS: Method used by transportation agencies for quantifying automobile delay

NW 7TH AVE – CONCEPT ALTERNATIVE 1

- Five-Lane Alternative
- Landscaped Median
- Potential for Bio-swale / Increased Landscape Buffer
- Wider Sidewalks



Need	Evaluation
Safety	+
Access/Mode	=
Beautification & Economic Development	++
Auto Throughput	=
Connectivity	
• Multimodal/Transit	+
Level of Comfort	
• Walking	++
• Biking	- -

User Experience Legend:
+ (Positive) /- (Negative) / = (Same)

NW 7TH AVE – CONCEPT ALTERNATIVE 1



NW 7TH AVE – CONCEPT ALTERNATIVE (3-LANES)

As this is a preliminary screening, these thresholds may be considered conservative. For reference, *Statewide Lane Elimination Guidance* cites studies suggesting that transforming a four-lane undivided roadway into a three-lane roadway (2 through lanes + 1 two-way left-turn lane) is most likely to be successful when AADT is 20,000 or less.

Table 2: Existing AADT and Future AADT Soft Thresholds

Type of Lane Elimination Project	AADT Threshold Below Which Lane Elimination Is Potentially Feasible
Reducing 4 through lanes to 2 through lanes	**20,000**
Reducing 6 through lanes to 4 through lanes	32,000
Reducing 8 through lanes to 6 through lanes	50,000

NW 7TH AVE – CONCEPT ALTERNATIVE (3-LANES)

Roadway Segment	Existing AM Peak Hour Intersection Delay (sec.)	Alternative2 - AM Peak Hour Intersection Delay (sec.)	Existing PM Peak Hour Intersection Delay (sec.)	Alternative2 - PM Peak Hour Intersection Delay (sec.)
Sunrise Blvd & 7th Ave	50.6	+6.5	69.0	+.2
8th St & 7th Ave	1.2	+.3	4.7	+2.7
Sistrunk & 7th Ave	23.6	+9	48.3	-1.8
4th St & 7th Ave	8.7	+5.1	19.4	1
Broward Blvd & 7th Ave	53.6	+12.2	50.9	+15.7

**** The three-lane alternative shall include right turn lanes on NW 7th Ave at Sunrise Blvd and Broward Blvd, as well as signal timing adjustments. All intersections maintain a LOS E or better.***

NW 7TH AVE – CONCEPT ALTERNATIVE 2

- Three-Lane Alternative
- Parking-Protected Bike Lane
- On-street Parallel Parking
- Landscaped Islands
- Opportunities for Mid-block Crossings
- Increased Landscape Buffer
- Wider Sidewalks



Need	Evaluation
Safety	+
Access/Mode	++
Beautification & Economic Development	++
Auto Throughput	-
Connectivity	
• Multimodal/Transit	+
Level of Comfort	
• Walking	++
• Biking	++

User Experience Legend:
+ (Positive) /- (Negative) / = (Same)

NW 7TH AVE – CONCEPT ALTERNATIVE 2



NW 7TH AVE – CONCEPT ALTERNATIVE 3

- Three-Lane Alternative
- South of NW 4th Street
- Parking Protected Two-Way Cycle Track
- On-street Parallel Parking
- Landscaped Islands
- Increased Landscape Buffer
- Wider Sidewalks



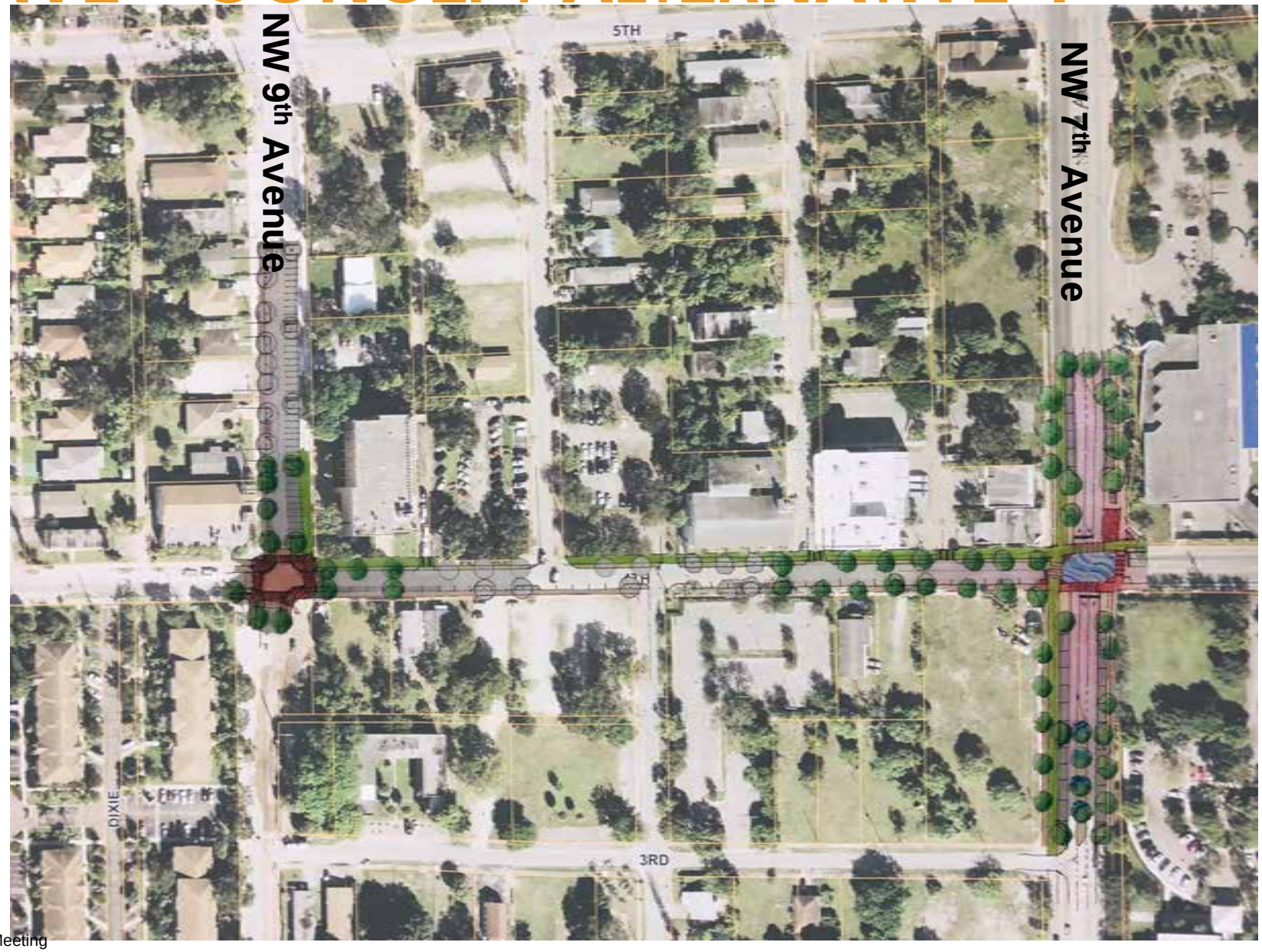
Need	Evaluation
Safety	++
Access/Mode	++
Beautification & Economic Development	++
Auto Throughput	-
Connectivity	
• Multimodal/Transit	+
Level of Comfort	
• Walking	++
• Biking	+++

User Experience Legend:
+ (Positive) /- (Negative) / = (Same)

NW 7TH AVE – CONCEPT ALTERNATIVE 3



NW 7TH AVE – CONCEPT ALTERNATIVE 4



NW 7TH AVE – CONCEPT ALTERNATIVE 4

- Three-Lane Alternative
- South of NW 4th Street
- Two-Way Cycle Track
- Landscaped Islands
- Wider Sidewalks
- Additional Landscape Buffer



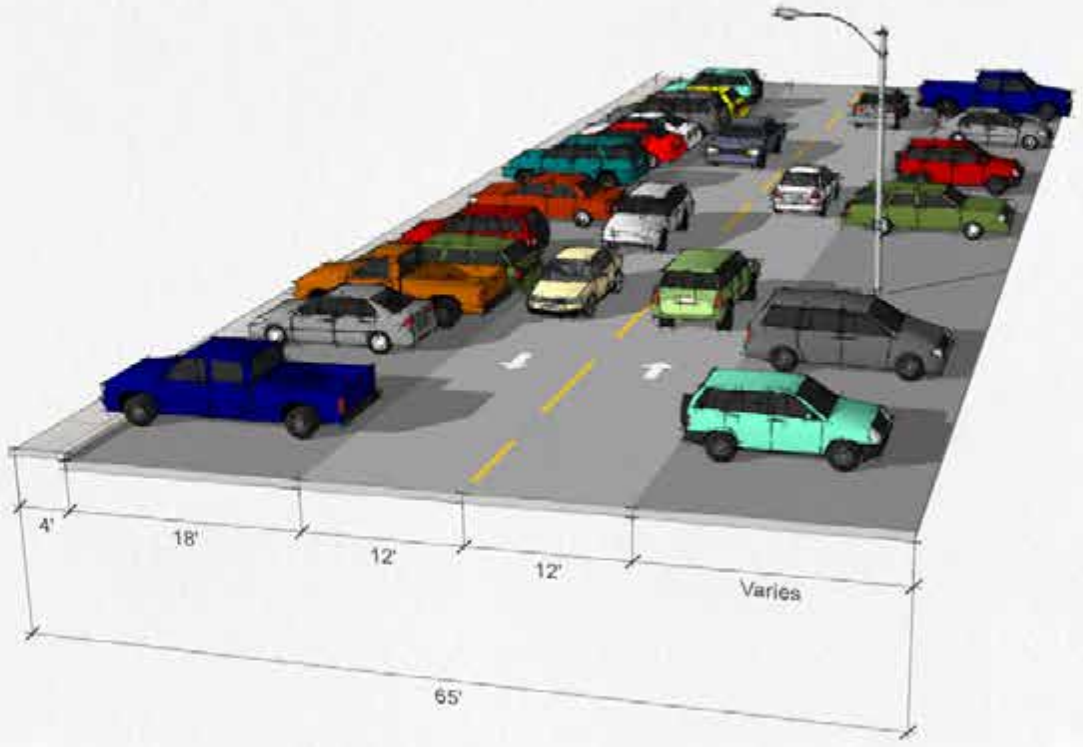
Need	Evaluation
Safety	++
Access/Mode	++
Beautification & Economic Development	++
Auto Throughput	-
Connectivity	
• Multimodal/Transit	+
Level of Comfort	
• Walking	++
• Biking	+++

User Experience Legend:
+ (Positive) /- (Negative) / = (Same)

NW 9TH AVENUE – CONCEPT ALTERNATIVES



NW 9TH AVE – TRANSPORTATION CHARACTERISTICS



✓ **ROW: Approximate 65 Ft.**

Main Issues Observed:

- Conflicting Land Uses
- Unorganized Parking
- Low Aesthetic Appeal
- Poor Pedestrian and bicycle Environment
- Poor Drainage Conditions

Existing Traffic Counts

Traffic data was collected during the month of April 2019 under normal conditions.

Roadway Segment	Count Type	Date of Count	2019 AADT Rounded Tube Counts
NW 9th Avenue/Powerline Road between Sunrise Boulevard and NW 8th Street	24-Hour	4/11/19	8,400
NW 9th Avenue/Powerline Road between NW 8th Street and NW 6th Street/Sistrunk Boulevard	24-Hour	4/11/19	8,500
NW 9th Avenue/Powerline Road between NW 6th Street/Sistrunk Boulevard and NW 4th Street	24-Hour	4/11/19	4,500
NW 9th Avenue/Powerline Road between NW 4th Street and Broward Boulevard	24-Hour	4/11/19	3,500

NW 9TH AVE – CONCEPT ALTERNATIVE 1

- Two-Lane Alternative
- Multi-Purpose Path
- Landscaping
- Reconfigured Parking
- Pedestrian-Scaled Lighting
- Improved Drainage
- Wider Sidewalks



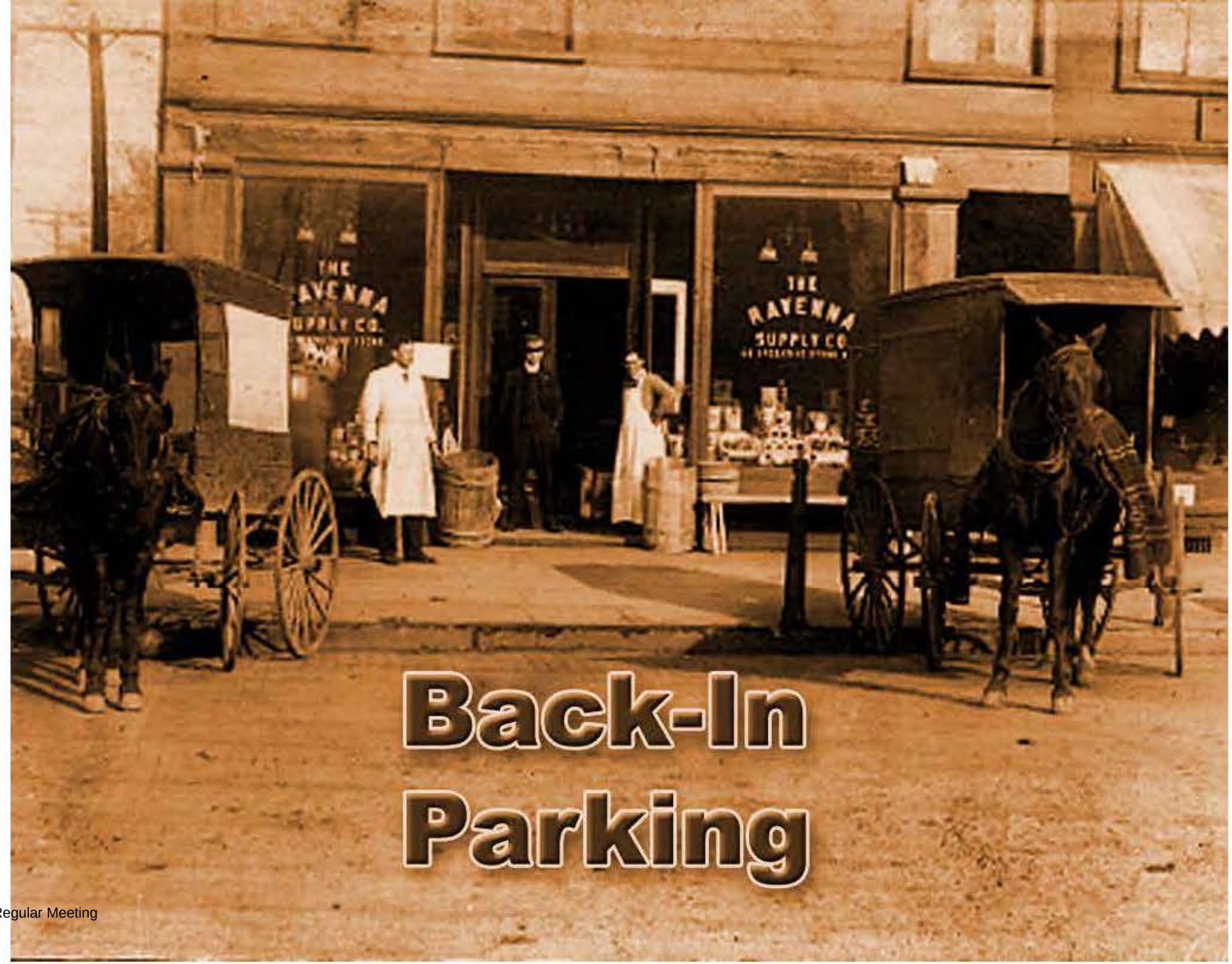
Need	Evaluation
Safety	++
Access/Mode	++
Beautification & Economic Development	++
Auto Throughput	=
Connectivity	
• Multimodal/Transit	=
Level of Comfort	
• Walking	++
• Biking	++
User Experience Legend: + (Positive) /- (Negative) / = (Same)	

NW 9TH AVE – CONCEPT ALTERNATIVE 1



NW 9TH AVE – CONCEPT ALTERNATIVE 1




Back-In
Parking


754 GNV


City of Columbus


BACK-IN
ANGLE PARKING
IT'S AS
EASY AS
1-2-3
2
1
3
1. SIGNAL
2. STOP
3. REVERSE
City of Kelowna


SLICE
PIZZA
BAR + LOUNGE
DC ARTS CENTER
DC AC
W936408


TOYOTA








F65 LGG

NW 9TH AVE – CONCEPT ALTERNATIVE 2

- Two-Lane Alternative
- Dedicated Bike Lanes
- Landscaping
- Reconfigured Parking
- Improved Lighting
- Improved Drainage
- Wider Sidewalks



Need	Evaluation
Safety	++
Access/Mode	++
Beautification & Economic Development	++
Auto Throughput	=
Connectivity	
• Multimodal/Transit	=
Level of Comfort	
• Walking	++
• Biking	+

User Experience Legend:
+ (Positive) /- (Negative) / = (Same)

NW 9TH AVE – CONCEPT ALTERNATIVE 3

- Two-Lane Alternative
- Multipurpose Path
- Landscaping
- 90-Degree Parking
- On-street Parallel Parking
- Improved Lighting
- Improved Drainage
- Wider Sidewalks



Need	Evaluation
Safety	+
Access/Mode	++
Beautification & Economic Development	++
Auto Throughput	=
Connectivity	
• Multimodal/Transit	=
Level of Comfort	
• Walking	++
• Biking	++
User Experience Legend: + (Positive) /- (Negative) / = (Same)	

NW 9TH AVE – CONCEPT ALTERNATIVE 3

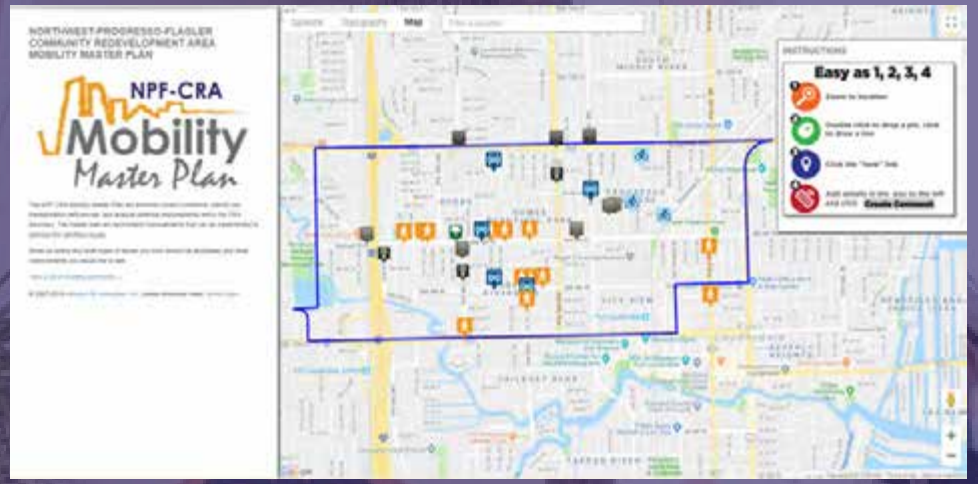


NEXT STEPS

Community Engagement

- Online Survey
- Interactive Map
- Project Website
  - https://www.npfmobilityplan.com/

- **Selection of Preferred Alternatives**
- **Planning-Level Cost Estimates**
- **Development of Recommendations and Prioritization**
- **Recommendations Workshop**
  - August (TBD)





PREFERRED ALTERNATIVES SURVEY

- Three-Lane Alternative
- Parking-Protected Bike Lane
- On-street Parallel Parking
- Landscaped Islands
- Opportunities for Mid-block Crossings
- Increased Landscape Buffer
- Wider Sidewalks





Need	Evaluation
Safety	+
Access/Mode	++
Beautification & Economic Development	++
Auto Throughput	-
Connectivity	
• Multimodal/Transit	+
Level of Comfort	
• Walking	++
• Biking	++
User Experience Legend: + (Positive) /- (Negative) / = (Same)	



COMMENTS / THOUGHTS?

