

VIRTUAL MEETING

NORTHWEST-PROGRESSO-FLAGLER HEIGHTS REDEVELOPMENT ADVISORY BOARD

January 12, 2021 - 3:00 PM

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<https://www.fortlauderdale.gov/government/NWPFH>

AGENDA

- | | | |
|-------|---|--------------------------|
| i. | Call to Order/Roll Call
Quorum | Rhoda Glasco F.
Chair |
| ii. | Approval of Minutes <ul style="list-style-type: none">• 11.10.2020 Minutes | NPF CRA Board |
| iii. | Project Funding Update | Vanessa Martin |
| iv. | Funding Request – Knallhart Holdings II, LLC
The Abbey-441 NE 3 rd Avenue
Fort Lauderdale, Florida 33301
\$50,000 – Commercial Façade Program
\$225,000 – Property & Business Improvement Program | CRA Staff |
| v. | Property Disposition, Development Proposal and Funding
Request for CRA Property at 1204 Sistrunk Blvd. and
1620 NW 6 th Court, Fort Lauderdale, Florida 33311 by
Sistrunk Apartments, LLC for The Aldridge and The
Laramore Mixed-Use Development Projects
\$8,000,000 - Development Incentive Program
\$570,000 - CRA Land Contribution | CRA Staff |
| vi. | Property Disposition, Development Proposal and Funding
Request for CRA Property at 1017 Sistrunk Blvd. and
606 NW 10 th Terrace, Fort Lauderdale, Florida 33311 by
Northeast 6 th Development, LLC for “The Victory”
Commercial and Entertainment Project
\$2,450,000 - Development Incentive Program | CRA Staff |
| vii. | Funding Request – 909 NW 6 th St., LLC
Mixed-Use Commercial Development Project located at
909 Sistrunk Blvd. Fort Lauderdale, Florida 33311
\$4,000,000 – Development Incentive Program | CRA Staff |
| viii. | Communication to CRA Board of Commissioners | NPF CRA Board |
| ix. | Old/New Business | |
| x. | Public Comments | |
| xi. | Adjournment | |

THE NEXT REGULAR NPF-CRA MEETING WILL BE HELD, **Tuesday – February 9, 2020.**

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
VIRTUAL MEETING
NOVEMBER 10, 2020 – 3:00 P.M.

<u>Board Members</u>	<u>Attendance</u>	Cumulative Attendance June 2020-May 2021	
		<u>Present</u>	<u>Absent</u>
Rhoda Glasco Foderingham, Chair	P	5	0
Dylan Lagi, Vice Chair	P	5	0
Leann Barber	P	5	0
Sonya Burrows	P	4	1
Kenneth Calhoun	A	4	1
Lisa Crawford	A	3	2
Matt Habibi	A	3	2
John Hooper	A	2	3
Michael Lewin	P	4	1
Steffen Lue	A	3	2
Lorraine Mizell	P	1	4
Christopher Murphy	P	4	1
Michelle Nunziata	P	5	0
John Quailey	A	3	2
Tina Teague	P	5	0

Staff

Bob Wojcik, Housing and Economic Development Manager
 Clarence Woods, III, NPF CRA Manager
 Lizeth DeTorres, Sr. Administrative Assistant
 Eleni Ward-Jankovic, Housing and Economic Development Manager
 Tanya Bailey Watson, CRA Accounting Clerk
 Jonelle Adderley, CRA Project Coordinator
 Crysta Parkinson, Prototype Inc. Recording Secretary [arrived at 3:25]

Guests

Anthony Wright
 Robin Martin
 Greg Freeman

Currently there are 15 appointed members on the Board, which means eight would constitute a quorum.

I. Call to Order/Roll Call

Chair Rhoda Foderingham

Chair Foderingham called the meeting to order at 3:00 p.m. and roll was called.

II. Approval of Minutes

NPF CRA Board

- October 13, 2020 Minutes

Motion by Mr. Murphy, seconded by Mr. Lagi, to approve the minutes of October 13, 2020. In a voice vote, the **motion** passed unanimously.

III. Project Funding Update

Tanya Bailey Watson

Ms. Watson reported the projected uncommitted total was \$3,702,987.

IV. Funding Request – BH3 DJ Flagler LLC

CRA Staff

The Fabrik – 801, 807, 815 & 819 NE 2nd Avenue
Fort Lauderdale, Florida 33304

\$125,000 – Commercial Façade Program

\$225,000 – Property & Business Improvement Program

Mr. Lewin and Mr. Lagi disclosed that in the past they had business dealings with BH3, but nothing related to this project.

Ms. Solomon was not present to render an opinion. Mr. Woods suggested that in an abundance of caution, Mr. Lewin and Mr. Lagi should recuse themselves from this item and abstain from voting.

Mr. Wojcik provided the staff presentation. He stated these 23,556 square feet of vacant storage buildings were a blight on the area and the developer planned to convert them into Class A office and retail space. They would also improve Progresso Drive by leasing Florida East Coast (FEC) Railroad property to create street parking and landscaping. They would create 49 jobs, contribute to a scholarship fund for workforce training and include funding in their budget for ten buildout costs. Staff recommended approval.

Greg Freeman said they were moving their headquarters, with 19 professionals, from Aventura to this building.

Ms. Nunziata asked about parking and Mr. Freeman said they had leased property on Progresso Drive from Andrews Avenue to Third Avenue from the FEC Railroad. They would develop this into free parking for their building and nearby businesses.

Motion made by Ms. Nunziata, seconded by Ms. Teague, to approve the funding request. In a roll call vote, motion passed 7-0 with Mr. Lewin and Mr. Lagi abstaining.

*Note: Ms. Mizell did not respond when called upon to vote on this item, due to a technical issue. When she was able to join the meeting later, she was permitted by the Chair to vote on this item. The count reflects her vote.

V. Funding Request - Omegas In Broward, Inc. CRA Staff
1108 Sistrunk Boulevard, Fort Lauderdale, Florida 33311
\$225,000 – Property & Business Improvement Program
\$125,000 – Commercial Façade Improvement Program

Ms. Ward-Jankovic provided the staff presentation. She explained that the funds were to renovate, build-out and modernize the structure. The building would include a meeting area, accessible restrooms, outdoor seating, office and storage space. The project was estimated to cost \$400,000. This project was within the CRA focus area, so the CRA could provide up to 90% of the costs.

Ms. Ward-Jankovic stated the developer's affiliate, Zeta Chi (a chapter of the Omega Psi Phi Fraternity), used the building for community programs, provided college scholarships to high school seniors, provided mentoring at local schools and hosted blood drives, voter registration drives and yearly talent hunts for the performing arts youth.

Ms. Ward-Jankovic said Omegas in Broward was a separate entity from Zeta Chi and was a for-profit company that intended to rent the property out for events, and to offer event coordination and planning for meetings, banquets, fund raisers and other events.

Ms. Ward-Jankovic stated staff recommended funding the project for an amount not to exceed \$350,000.

Anthony Wright informed the Board that the fraternity had given out \$78,000 in scholarships and \$5,000 in talent hunt awards in the last 10 years. He said this renovation was to expand the facility, which would allow them to offer additional services to the community.

Ms. Teague disclosed that her late husband had been a member of the fraternity and her children had received scholarships from the fraternity. She recused herself from this item and agreed to abstain from voting.

Mr. Wright clarified that the building had a long-term tenant already leasing part of the facility; they wanted to modify the building to be able to market the space to other entities.

Motion made by Ms. Barber, seconded by Mr. Lewin, to approve the funding request. In a roll call vote, motion passed 8-0 with Ms. Teague abstaining.

*Note: Ms. Mizell did not respond when called upon to vote on this item, due to a technical issue. When she was able to join the meeting later, she was permitted by the Chair to vote on this item. The count reflects her vote.

VI. Residential Façade and Landscaping Program
\$300,000 – Painting and Landscaping of Residential
Properties in Home Beautiful Park and Durrs Community
\$300,000 – Rebuilding Together Broward County – Repair
and Beautification of Residential Properties in Historic
Dorsey Riverbend Community

CRA Staff

Ms. Ward-Jankovic provided the staff presentation. She said this was an increase in funding for two ongoing projects in the CRA Residential Façade and Landscaping Program, designed to provide funding for beautification of single-family homes. The CRA administered Residential Painting and Landscaping program provides exterior painting and low-maintenance landscaping for residential properties. This program was successfully implemented in the Sweeting Estate neighborhood and is now to be expanded to the Durrs and Home Beautiful Park Communities to complement the planned infill housing on parcels donated by the NPF-CRA.

The CRA was also partnering with Rebuilding Together Broward County to provide minor home repairs, exterior painting, as well as low-maintenance landscaping to residential properties. Ms. Ward-Jankovic said the CRA provided up to \$5,000 per property, while Rebuilding Together procured materials and labor. Both programs strive to enhance the lives of the residents and to transform neighborhoods block by block into vibrant communities.

Jonelle Adderley, CRA Project Coordinator, informed the Board that this was only available for owners and owners with tenants.

Ms. Barber asked if they had considered requiring a financial contribution from the owners. Mr. Woods recalled that the painting and landscaping program in Sweeting Estates had been so successful they had needed to reduce the funding from \$7,500 to \$5,000 per application. This would apply to Sweeting Estates, Dorsey Riverbend, Durrs and Home Beautiful. Any additional landscaping would be paid for by the owner.

Motion made by Ms. Teague, seconded by Mr. Lagi, to approve the funding programs. In a roll call vote, motion passed 9-0.

VII. Communication to CRA Board of Commissioners

NPF CRA Board

None

VIII. Old/New Business

NPF CRA Staff

None

IX. Public Comments

None

X. Adjournment

There being no further business to come before the Board at this time, the meeting was adjourned at 3:52 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 J. Opperee, ProtoType Inc.

Index Code: CRA091704

Index Title	LOCATION	Vendor Name	Encumbered	Paid as of 12.31.2020	O/S Balance as of 12.31.2020	COMMENTS	STATUS	% Complete
DEVELOPMENT INCENTIVE PROGRAM FY 17	550 W. Sunrise Blvd	LPF REALTY FL LLC	1,500,000.00	(1,500,000.00)	0.00		COMPLETED	100%
DEVELOPMENT INCENTIVE PROGRAM FY 17	613 NW 3rd Ave	613 NW 3RD AVE LLC (YR 1)	4,000,000.00	(4,000,000.00)	0.00		COMPLETED	100%
DEVELOPMENT INCENTIVE PROGRAM FY 17	All -Aboard Florida	FLORIDA EAST COAST INDUSTRIES, LLC	183,820.00	-	183,820.00		COMPLETED	100%
DEVELOPMENT INCENTIVE PROGRAM FY 17	1409 Sistrunk Blvd	YOUNG MENS CHRISTIAN ASSOC OF S FLA INC (YR 1)	1,250,000.00	-	1,250,000.00	Funds will be spread over 8 years	IN PROGRESS	70%
DEVELOPMENT INCENTIVE PROGRAM FY 17	837 NE 3rd Ave	Wine Watch, LLC	50,000.00	(50,000.00)	0.00		COMPLETED	100%
DEVELOPMENT INCENTIVE PROGRAM FY 17	All -Aboard Florida	ALL ABOARD FLORIDA OPERATIONS LLC - vendor research	281,274.00	-	281,274.00		COMPLETED	100%
CRA091704			7,265,094.00	(5,550,000.00)	1,715,094.00			

Index Code: CRA091705

Index Title	LOCATION	Vendor Name	Encumbered	Paid as of 12.31.2020	O/S Balance as of 12.31.2020	COMMENTS	STATUS	% Complete
PROPERTY TAX REIMBURSEMENT PROGRAM FY 17		Land Acquisition of 2 properties	190,000.00	(190,000.00)	0.00		COMPLETED	100%
PROPERTY TAX REIMBURSEMENT PROGRAM FY 17		Land Acquisition of 55 properties	612,291.00	(612,291.00)	0.00		COMPLETED	100%
PROPERTY TAX REIMBURSEMENT PROGRAM FY 17		Land Acquisition of properties	60,000.00	(60,000.00)	0.00		COMPLETED	100%
			862,291.00	(862,291.00)	0.00			

Fiscal Year 2018

Index Code: CRA091801

Fiscal Year 2018 - Ending Balance \$1,439,308/ Funds used as pre-payment to YMCA in FY18

Index Title	LOCATION	Vendor Name	Encumbered	Paid as of 12.31.2020	O/S Balance as of 12.31.2020	COMMENTS	STATUS	% Complete
COMMERCIAL FACADE IMPR PROGRAM FY 18	300 W. Sunrise Blvd	DALES PROPERTIES 300 W SUNRISE LLC	125,000.00	(127,672.00)	-2,672.00		COMPLETED	100%
COMMERCIAL FACADE IMPR PROGRAM FY 18	1134 NW 6th Street	1134 LLC INC (Smitty's)	125,000.00	(121,753.30)	3,246.70		COMPLETED	100%
COMMERCIAL FACADE IMPR PROGRAM FY 18	727 NE 3rd Ave	CIRCLE HOUSE COFFEE	87,771.60	(87,771.90)	-0.30		COMPLETED	100%
COMMERCIAL FACADE IMPR PROGRAM FY 18	711 Broward Blvd	JRS AUTOMOTIVE & PERFORMANCE (European Autoservice)	44,493.00	(44,493.00)	0.00		COMPLETED	100%
COMMERCIAL FACADE IMPR PROGRAM FY 18	900 NE 3rd Ave	IHL PROPERTIES	50,000.00	(50,000.00)	0.00		COMPLETED	100%
CRA091801			\$ 432,264.60	\$ (431,690.20)	\$ 574.40			

Index Code: CRA091802

Index Title	LOCATION	Vendor Name	Encumbered	Paid as of 12.31.2020	O/S Balance as of 12.31.2020	COMMENTS	STATUS	% Complete
PROPERTY & BUSINESS IMPR PROGRAM FY 18	315 E. Sistrunk Blvd	SOLID SOCCER LLC	225,000.00	0.00	225,000.00	Received construction bids and the prices are higher than budget	IN PROGRESS (Permitting)	0%
PROPERTY & BUSINESS IMPR PROGRAM FY 18	835-837 NE 2nd Ave	RECHTER PROGRESSO 837 LLC	50,000.00	(50,000.00)	0.00		COMPLETED	100%
PROPERTY & BUSINESS IMPR PROGRAM FY 18	835-837 NE 2nd Ave	RECHTER PROGRESSO 835 LLC	50,000.00	(50,000.00)	0.00		COMPLETED	100%
PROPERTY & BUSINESS IMPR PROGRAM FY 18	300 W. Sunrise Blvd	DALES PROPERTIES 300 W SUNRISE LLC	225,000.00	(225,000.00)	0.00		COMPLETED	100%
PROPERTY & BUSINESS IMPR PROGRAM FY 18	1134 NW 6th Street	1134 LLC INC (Smitty's) - Increase below for \$100K	225,000.00	(225,000.00)	0.00		COMPLETED	100%
PROPERTY & BUSINESS IMPR PROGRAM FY 18	727 NE 3rd Ave	CIRCLE HOUSE COFFEE	100,000.00	(100,000.00)	0.00		COMPLETED	100%
PROPERTY & BUSINESS IMPR PROGRAM FY 18	924 NW 1st Street	MCCCLINTON HOLDINGS LLC	100,000.00	(100,000.00)	0.00		COMPLETED	100%
PROPERTY & BUSINESS IMPR PROGRAM FY 18	1545 NW 6th Street	BOODHWATTIE PERSAUD (BLACK STAR) (A)	50,000.00	(49,843.31)	156.69		COMPLETED	100%
CRA091802			\$ 1,025,000.00	\$ (799,843.31)	\$ 225,156.69			

Index Code: CRA091804

Index Title	LOCATION	Vendor Name	Encumbered	Paid as of 12.31.2020	O/S Balance as of 12.31.2020	COMMENTS	STATUS	% Complete
DEVELOPMENT INCENTIVE PROGRAM FY 18	1409 Sistrunk Blvd	YOUNG MENS CHRISTIAN ASSOC OF S FLA INC (YR 2)	1,250,000.00	\$ -	1,250,000.00	Funds will be spread over 8 years	IN PROGRESS	70%
DEVELOPMENT INCENTIVE PROGRAM FY 18	701 n. Andrews	EAST FORT LAUDERDALE RENTALS.COM LLC (Startups Club)	350,000.00	\$ (350,000.00)	0.00		COMPLETED	100%
DEVELOPMENT INCENTIVE PROGRAM FY 18	613 NW 3rd Ave	613 NW 3RD AVE LLC (YR 2)	2,000,000.00	\$ (2,000,000.00)	0.00		COMPLETED	100%
DEVELOPMENT INCENTIVE PROGRAM FY 18	115 NW Sistrunk	NORTH WEST 6TH INVESTMENTS LLC - Sistrunk Market (YR 1)	400,000.00	\$ (200,000.00)	600,000.00	WIRE submitted 12/23 - See amended agreement	COMPLETED	100%
CRA091804			\$ 4,000,000.00	\$ (2,550,000.00)	\$ 1,850,000.00			

Fiscal Year 2019

Index Code: CRA091901

Fiscal Year 2019 - Ending Balance \$1,117,655 \$1,011,655 will be transferred into the Debt Service Fund and \$106K allocated to the Sweeting Doc

Index Title	LOCATION	Vendor Name	Encumbered	Paid as of 12.31.2020	O/S Balance as of 12.31.2020	COMMENTS	STATUS	% Complete
COMMERCIAL FACADE IMPR PROGRAM FY 19	401 NE 8th Street	401 NE 8th Street (SOS Bar Lounge)	51,860.00	\$ (5,625.00)	46,235.00		IN PROGRESS	45%
COMMERCIAL FACADE IMPR PROGRAM FY 19	560 NW 7th Ave	Cravemadness - Jamaican Jerk Restaurant	20,000.00	\$ -	20,000.00	Waiting on drawings from building department	ASSIGNED BUT NOT STARTED	0%
COMMERCIAL FACADE IMPR PROGRAM FY 19	803 NW 1st Street	Orchestrated Brewers, LLC (D)	7,800.00	\$ (7,800.00)	0.00		COMPLETED	100%
COMMERCIAL FACADE IMPR PROGRAM FY 19	801 NW 1st Street	801 NW 1st Street (E)	57,853.00	\$ (56,811.01)	1,041.99	Property and Business Improvement Portion, not yet started.	IN PROGRESS	50%
COMMERCIAL FACADE IMPR PROGRAM FY 19	1455 Sistrunk Boulevard	Robert Bethel American Legion Post 220 (F)	125,000.00	\$ -	125,000.00	Currently at the Development review committee pending approval	IN PROGRESS	1%
COMMERCIAL FACADE IMPR PROGRAM FY 19		Provident Fort Lauderdale LLC (Part B)	30,000.00	\$ -	30,000.00	Awarded an additional \$100,000. Waiting on DRC approval.	ASSIGNED BUT NOT STARTED	0%

CRA091901 \$ 292,513.00 \$ (70,236.01) \$ 222,276.99

Index Code: CRA091902

Index Title	LOCATION	Vendor Name	Encumbered	Paid as of 12.31.2020	O/S Balance as of 12.31.2020	COMMENTS	STATUS	% Complete
PROPERTY & BUSINESS IMPR PROGRAM FY 19	401 NE 8th Street	401 NE 8th Street (SOS Bar Lounge)	69,600.00	\$ (25,621.80)	43,978.20		IN PROGRESS	45%
PROPERTY & BUSINESS IMPR PROGRAM FY 19	560 NW 7th Ave	Cravemadness - Jamaican Jerk Restaurant	225,000.00	0.00	225,000.00	Waiting on drawings from building department	ASSIGNED BUT NOT STARTED	0%
PROPERTY & BUSINESS IMPR PROGRAM FY 19	803 NW 1st Street	Orchestrated Brewers, LLC (D)	71,978.40	\$ (71,978.24)	0.16		COMPLETED	100%
PROPERTY & BUSINESS IMPR PROGRAM FY 19	801 NW 1st Street	801 NW 1st Street (E)	27,825.00	0.00	27,825.00	Property and Business Improvement Portion, not yet started.	ASSIGNED BUT NOT STARTED	0%
PROPERTY & BUSINESS IMPR PROGRAM FY 19	201 NW 22nd Ave	Shipmonk	221,917.00	0.00	221,917.00		ASSIGNED BUT NOT STARTED	0%
PROPERTY & BUSINESS IMPR PROGRAM FY 19	1545 NW 6th Street	BOODHWATTIE PERSAUD (BLACK STAR) (B)	50,000.00	\$ (49,240.79)	759.21		COMPLETED	100%
PROPERTY & BUSINESS IMPR PROGRAM FY 19	1455 Sistrunk Boulevard	Robert Bethel American Legion Post 220 (F)	225,000.00	\$ (2,284.00)	222,716.00	Currently at the Development review committee pending approval. Paid CMF Architecs and for Survey/Site Plans	IN PROGRESS	5%
PROPERTY & BUSINESS IMPR PROGRAM FY 19	612 NW 9th Ave	Provident Fort Lauderdale LLC (Part B)	70,000.00	0.00	70,000.00	Certificate of Occupancy	IN PROGRESS	90%
PROPERTY & BUSINESS IMPR PROGRAM FY 19		Molly McGuire/Irish Hospital	500,000.00	0.00	500,000.00	Waiting on Licenses from the State to start construction	ASSIGNED BUT NOT STARTED	0%
PROPERTY & BUSINESS IMPR PROGRAM FY 19		Batch Cookies, LLC	21,000.00	\$ (21,000.00)	0.00		COMPLETED	100%

CRA091902 \$ 1,482,320.40 \$ (170,124.83) \$ 1,312,195.57

Index Code: CRA091903

Index Title	LOCATION	Vendor Name	Encumbered	Paid as of 12.31.2020	O/S Balance as of 12.31.2020	COMMENTS	STATUS	% Complete
STREETSCAPE ENHANCEMENT PROGRAM FY 19	401 NE 8th Street	401 NE 8th Street (SOS Bar Lounge)	42,000.00	\$ -	42,000.00		IN PROGRESS	5%

CRA091903 \$ 42,000.00 \$ - \$ 42,000.00

Index Code: CRA091904

Index Title	LOCATION	Vendor Name	Encumbered	Paid as of 12.31.2020	O/S Balance as of 12.31.2020	COMMENTS	STATUS	% Complete
Development Incentive Program FY 19	1409 Sistrunk Blvd	YOUNG MENS CHRISTIAN ASSOC OF S FLA INC (YR 3) (remaining funds \$1.4M from FY18 used as pre-payment to the YMCA).	1,439,308.00	0.00	1,439,308.00	Funds will be spread over 8 years	IN PROGRESS	70%
Development Incentive Program FY 19	613 NW 3rd Ave	613 NW 3RD AVE LLC (YR 3)	1,000,000.00	\$ (1,000,000.00)	0.00		COMPLETED	100%
Development Incentive Program FY 19	115 NW 6th Street	NORTH WEST 6TH INVESTMENTS LLC - Sistrunk Market (YR 2)	500,000.00	0.00	500,000.00		COMPLETED	100%

Development Incentive Program FY 19	1315 W. Broward Blvd	Jack and Jill (YR 1)	1,000,000.00	\$ (1,000,000.00)	0.00	Received and approved Builders Risk, Workers Comp. and Liability Insurance, canceled checks and financial statements. Made 1st disbursement on 11.12.2020	IN PROGRESS	65%
Development Incentive Program FY 19	901 Progresso Drive	Avenue D'Arts .. Comfort Inn Suites (YR 1)	500,000.00	0.00	500,000.00	Pending Development review committee (DRC) approval	ASSIGNED BUT NOT STARTED	0%
Development Incentive Program FY 19	844/834/600 NW 9th Ave	Pizzeria	225,000.00	\$ (88,722.00)	136,278.00	Construction in Progress	IN PROGRESS	60%
Development Incentive Program FY 19	931/843 NW 8th Ave	Hoover Products Inc. (YR 1)	350,000.00	0.00	350,000.00		ASSIGNED BUT NOT STARTED	0%
Development Incentive Program FY 19	Sweeting Estates?	River Gardens Townhomes - Funds disbursed to Escrow Agent	1,500,000.00	\$ (1,500,000.00)	0.00	Pending Financial Review (G702 documents) Funds were disbursed to escrow agent. Construction has commenced	IN PROGRESS	37%
Development Incentive Program FY 19	1448 Sistrunk Blvd	Marglip Development (YR1)	800,000.00	0.00	800,000.00	Finalizing concept and design. Documents will be submitted to DRC in 90 days.	ASSIGNED BUT NOT STARTED	0%
CRA091904			\$ 7,314,308.00	\$ (3,588,722.00)	\$ 3,725,586.00			

Fiscal Year 2020

Index Code: CRA092001

Fiscal Year 2020 - Ending Balance \$1,368,979 Remaining funds will be transferred into Provident Park Improvements CIP

Index Title	LOCATION	Vendor Name	Encumbered	Paid as of 12.31.2020	O/S Balance as of 12.31.2020	COMMENTS	STATUS	% Complete
COMMERCIAL FACADE IMPR PROGRAM FY 20		Rhythm 2.0	50,000.00	\$ (6,996.00)	43,004.00	Project documents are currently at the building department awaiting review by the Architect	IN PROGRESS	5%
COMMERCIAL FACADE IMPR PROGRAM FY 20	1227 Sistrunk Blvd	V & R ENTERPRISES	125,000.00		125,000.00	Paid Architectural services and redesign - Update Kitchen drawings	IN PROGRESS	10%
COMMERCIAL FACADE IMPR PROGRAM FY 20	6160 NW 2nd Ave	NW 6TH AVENUE INVESTMENTS	125,000.00	\$ (62,500.00)	62,500.00		IN PROGRESS	10%
CRA092001			\$ 300,000.00	\$ (69,496.00)	\$ 230,504.00			

Index Code: CRA092002

Index Title	LOCATION	Vendor Name	Encumbered	Paid as of 12.31.2020	O/S Balance as of 12.31.2020	COMMENTS	STATUS	% Complete
PROPERTY & BUSINESS IMPR PROGRAM FY 20		Rhythm 2.0	100,000.00	\$ (13,992.00)	86,008.00	Project documents are currently at the building department awaiting review by the Architect	IN PROGRESS	15%
PROPERTY & BUSINESS IMPR PROGRAM FY 20	1134 NW 6th Street	1134 LLC INC (Smitty's) - Increase CHANGE ORDER	100,000.00	\$ (99,120.00)	880.00		COMPLETED	100%
PROPERTY & BUSINESS IMPR PROGRAM FY 20	1227 Sistrunk Blvd	V & R ENTERPRISES	225,000.00	\$ (7,768.56)	217,231.44	Paid Architectural services and redesign - Update Kitchen drawings	ASSIGNED BUT NOT STARTED	0%
PROPERTY & BUSINESS IMPR PROGRAM FY 20	6160 NW 2nd Ave	NW 6TH AVENUE INVESTMENTS	225,000.00	\$ (112,500.00)	112,500.00		IN PROGRESS	50%
CRA092002			\$ 650,000.00	\$ (233,380.56)	\$ 416,619.44			

Index Code: CRA092003

Index Title	LOCATION	Vendor Name	Encumbered	Paid as of 12.31.2020	O/S Balance as of 12.31.2020	COMMENTS	STATUS	% Complete
STREETSCAPE ENHANCEMENT PROGRAM FY 20	315 NW 1 Ave	Flagler Village Hotel - Approved in FY17 (Reimbursement Program)	329,933.00	0.00	329,933.00		IN PROGRESS	50%
CRA092003			\$ 329,933.00	\$ -	\$ 329,933.00			

Index Code: CRA092004

Index Title	LOCATION	Vendor Name	Encumbered	Paid as of 12.31.2020	O/S Balance as of 12.31.2020	COMMENTS	STATUS	% Complete
Development Incentive Program FY 20	710 NW 5th Ave	Thrive Progresso (YR 1)	500,000.00	0.00	500,000.00	Received rezoning package. Currently waiting on site plans from DRC.	ASSIGNED BUT NOT STARTED	0%
Development Incentive Program FY 20	710 NW 5th Ave	Thrive Progresso (YR 2)	1,000,000.00	0.00	1,000,000.00	Received rezoning package. Currently waiting on site plans from DRC.	ASSIGNED BUT NOT STARTED	0%
Development Incentive Program FY 20	901 Progresso Drive	Avenue D'Arts .. Comfort Inn Suites (YR 2) - \$500,000	500,000.00	0.00	500,000.00	Pending Development review committee (DRC) approval	ASSIGNED BUT NOT STARTED	0%
Development Incentive Program FY 20	931/843 NW 8th Ave	Hoover Products Inc. (YR 2)	750,000.00	0.00	750,000.00	Plans passed the building department. The owner is currently selecting the general contractor.	ASSIGNED BUT NOT STARTED	0%
Development Incentive Program FY 20	1448 Sistrunk Blvd	Marglip Development (YR2)	700,000.00	0.00	700,000.00		ASSIGNED BUT NOT STARTED	0%
Development Incentive Program FY 20	1409 Sistrunk Blvd	YOUNG MENS CHRISTIAN ASSOC OF S FLA INC (YR 4)	1,250,000.00	0.00	1,250,000.00	Funds will be spread over 8 years	IN PROGRESS	70%
Development Incentive Program FY 20	115 NW 6th Street	NORTH WEST 6TH INVESTMENTS LLC - Sistrunk Market (YR 3)	500,000.00	0.00	500,000.00		COMPLETED	100%
Development Incentive Program FY 20	501 NW 7th Ave	West Village (YR 1)	1,000,000.00	0.00	1,000,000.00	Waiting to sign development agreement	ASSIGNED BUT NOT STARTED	0%
			\$ 6,200,000.00	\$ -	\$ 6,200,000.00			

CRA092004

Index Code: CRA092006

Index Title	LOCATION	Vendor Name	Encumbered	Paid as of 12.31.2020	O/S Balance as of 12.31.2020	COMMENTS	STATUS	% Complete
Residential Rehab Forgivable Loans		Numerous Applicants	255,000.00	\$ (155,000.00)	100,000.00	Numerous Applicants. Third payment pending updated insurance	IN PROGRESS	50%
			\$ 255,000.00	\$ (155,000.00)	\$ 100,000.00			

CRA092006

Index Code: CRA092007

Index Title	LOCATION	Vendor Name	Encumbered	Paid as of 12.31.2020	O/S Balance as of 12.31.2020	COMMENTS	STATUS	% Complete
Purchase Assistance Program		Numerous Applicants - \$45,000 per applicant	315,000.00	\$ (225,000.00)	90,000.00	3 Applicants approved prior to the end of FY 20. Additional 2 applicants approved in FY 21 for a total of 5 applicants.	IN PROGRESS	30%

CRA092007

Index Code: CRA092010

Index Title	LOCATION	Vendor Name	Encumbered	Paid as of 12.31.2020	O/S Balance as of 12.31.2020	COMMENTS	STATUS	% Complete
Residential Rehab & Landscaping Program	Sweeting Estates	Numerous - Paid In FY 2020		\$ (216,325.71)	0.00		COMPLETED	100%

CRA092010

Index Code: CRA092011

Index Title	LOCATION	Vendor Name	Encumbered	Paid as of 12.31.2020	O/S Balance as of 12.31.2020	COMMENTS	STATUS	% Complete
EMERGENCY BUSINESS ASSISTANCE FY 20		NUMEROUS - 15 APPROVALS		\$ (145,000.00)	0.00	15 small business loans approved	COMPLETED - Add'l funds allocated in FY21 for continuation of program	100%

CRA092011

\$ - \$ (145,000.00) \$ -

Fiscal Year 2021								
CRA092101								
Index Code: CRA092101								
Index Title	LOCATION	Vendor Name	Encumbered	Paid as of 12.31.2020	O/S Balance as of 12.31.2020	COMMENTS	STATUS	% Complete
COMMERCIAL FACADE IMPR PROGRAM FY 21	1559 Sistrunk Blvd	1551 Sistrunk LLC for B & D Trap Restaurant	125,000.00		125,000.00	Pending paperwork to encumber funds	ASSIGNED BUT NOT STARTED	0%
COMMERCIAL FACADE IMPR PROGRAM FY 21		BH3 DJ Flagler	125,000.00		125,000.00	Pending paperwork to encumber funds	ASSIGNED BUT NOT STARTED	0%
COMMERCIAL FACADE IMPR PROGRAM FY 21		Omegas Broward	125,000.00		125,000.00	Pending paperwork to encumber funds	ASSIGNED BUT NOT STARTED	0%
CRA092101								
			\$	375,000.00	\$	-	\$	375,000.00
Index Code: CRA092102								
Index Title	LOCATION	Vendor Name	Encumbered	Paid as of 12.31.2020	O/S Balance as of 12.31.2020	COMMENTS	STATUS	% Complete
PROPERTY & BUSINESS IMPR PROGRAM FY 21	2012 NW 6th Street	Junny's (Donna's)	290,000.00		290,000.00	Pending paperwork to encumber funds	ASSIGNED BUT NOT STARTED	0%
PROPERTY & BUSINESS IMPR PROGRAM FY 21	1545 NW 6th Street	BOODHWATTIE PERSAUD (BLACK STAR) (B)	22,500.00		22,500.00	Funds encumbered pending completion status	IN PROGRESS	97%
PROPERTY & BUSINESS IMPR PROGRAM FY 21	1559 Sistrunk Blvd	1551 Sistrunk LLC for B & D Trap Restaurant	225,000.00		225,000.00	Pending paperwork to encumber funds	ASSIGNED BUT NOT STARTED	0%
PROPERTY & BUSINESS IMPR PROGRAM FY 21	1409 Sistrunk Blvd	Broward College	250,000.00		250,000.00	Pending paperwork to encumber funds	ASSIGNED BUT NOT STARTED	0%
PROPERTY & BUSINESS IMPR PROGRAM FY 21	612 NW 9th Ave	Blue Café - PENDING	225,000.00		225,000.00	Pending paperwork to encumber funds	ASSIGNED BUT NOT STARTED	0%
PROPERTY & BUSINESS IMPR PROGRAM FY 21		BH3 DJ Flagler	225,000.00		225,000.00	Pending paperwork to encumber funds	ASSIGNED BUT NOT STARTED	0%
COMMERCIAL FACADE IMPR PROGRAM FY 21		Omegas Broward	225,000.00		225,000.00	Pending paperwork to encumber funds	ASSIGNED BUT NOT STARTED	0%
CRA092102								
			\$	1,462,500.00	\$	-	\$	1,462,500.00
Index Code: CRA092104								
Index Title	LOCATION	Vendor Name	Encumbered	Paid as of 12.31.2020	O/S Balance as of 12.31.2020	COMMENTS	STATUS	% Complete
Development Incentive Program FY 21	1315 W. Broward Blvd	Jack & Jill (YR 2)	500,000.00	0.00	500,000.00	Received and approved Builders Risk and Liability Insurance, canceled checks and financial statements. Disbursed 1st Payment	IN PROGRESS	70%
Development Incentive Program FY 21	710 NW 5th Ave	Thrive Progresso (YR 3)	1,000,000.00	0.00	1,000,000.00	Received rezoning package. Currently waiting on site plans from DRC.	ASSIGNED BUT NOT STARTED	0%
Development Incentive Program FY 21	901 Progresso Drive	Avenue D'Arts .. Comfort Inn Suites (YR 3)	1,000,000.00	0.00	1,000,000.00	Pending Development review committee (DRC) approval	ASSIGNED BUT NOT STARTED	0%
Development Incentive Program FY 21	1409 Sistrunk Blvd	YOUNG MENS CHRISTIAN ASSOC OF S FLA INC (YR 5)	1,250,000.00	0.00	1,250,000.00	Funds will be spread over 8 years	IN PROGRESS	70%
Development Incentive Program FY 21		Mount Hermon Housing (YR 1) contingent upon the award of 9% tax credits from the Florida Housing Finance Corporation.	320,000.00	0.00	320,000.00	Pending paperwork to encumber funds	ASSIGNED BUT NOT STARTED	0%
Development Incentive Program FY 21	501 NW 7th Ave	West Village (YR 2)	3,000,000.00	0.00	3,000,000.00	Waiting to sign development agreement	ASSIGNED BUT NOT STARTED	0%
Development Incentive Program FY 21	1217-1223 Sistrunk Blvd	Dynasty LLC	1,000,000.00	0.00	1,000,000.00	Pending paperwork to encumber funds	ASSIGNED BUT NOT STARTED	0%
CRA092104								
			\$	8,070,000.00	\$	-	\$	8,070,000.00

Index Code: CRA092110

Index Title	LOCATION	Vendor Name	Encumbered	Paid as of 1.4.2021	O/S Balance as of 1.4.2021	COMMENTS	STATUS	% Complete
Residential Rehab & Landscaping Program	Sweeting Estates	Numerous Applicants	\$ -	\$ (37,590.00)	\$ -	Applicants awarded	COMPLETED	100%

CRA092110

Index Code: CRA092111

Index Title	LOCATION	Vendor Name	Encumbered	Paid as of 1.4.2021	O/S Balance as of 1.4.2021	COMMENTS	STATUS	% Complete
EMERGENCY BUSINESS ASSISTANCE FY 21		Numerous Applicants	\$ -	\$ (110,000.00)	\$ -	11 Businesses awarded COVID-19 Funds	COMPLETED	100%

CRA092111

119 ENCUMBERED/PENDING PAPERWORK CRA INCENTIVES FY2017-FY2021	\$ 43,727,224.84	\$ (16,599,355.39)	\$ 27,127,869.45
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(a)

SUMMARY	
Completed Incentives	\$ 14,465,928.84
In Progress Incentives	\$ 13,959,379.00
Assigned, but not yet started Incentives	\$ 15,301,917.00
Encumbered/ Pending as of 12.31.2020	\$ 43,727,224.84

(a)

Pending CRA Board approval - 1.21.2021	Amount
Rebuilding Broward - Jan 21 (Dorsey	\$ 300,000.00
Home Beautiful Park & Durrs Comm.	\$ 300,000.00
Total Upcoming approval requests	\$ 600,000.00

MEMORANDUM

DATE: January 12, 2021

TO: NPF CRA Advisory Board Members

FROM: Clarence E. Woods III, NPF CRA Manager

BY: Bob Wojcik, Housing and Economic Development Manager

SUBJECT: Funding Request – Knallhart Holdings II, LLC
The Abbey - 441 NE 3rd Avenue
\$225,000 – Property and Business Improvement Program
\$50,000 – Commercial Façade Program

FUNDING REQUEST

The CRA has received an application from Knallhart Holdings II, LLC requesting \$275,000 in CRA funding consisting of \$225,000 from the Property and Business Improvement Program and \$50,000 from the Commercial Façade Program for the purpose of renovating the existing building at 441 NE 3 Avenue. A copy of the Location Map is attached as **Exhibit 1**.

BACKGROUND

This project consists of the renovation and reuse of the former First Evangelical Lutheran Church at 441 NE 3 Avenue for hospitality use. The stone veneered Romanesque church was constructed in 1921 and sits at the corner of NE 3rd Avenue and NE 5th Street. It was first built as St Anthony's Catholic Church who later sold it to the Lutheran Church when they outgrew the building and built a new church and school in Victoria Park. On June 6, 2017, the City Commission passed Resolution No. 17-121 designating 441 NE 3rd Avenue a Historic Landmark (**Exhibit 2**). The Lutheran Church sold the property to developers URBN Flagler LLC who purchased the property at 421- 441 NE 3rd Avenue in 2018. The church property became part of larger redevelopment site proposed for mixed-use high-rise development. The historic designation preserves the appearance of the exterior facades of the original church structure and requires a 3,000 square feet of open space separation from the church and new mixed-use tower proposed for the site along with reinstalling the stained-glass windows removed prior to the designation. A final Development Review Committee Certificate of Compliance was issued for the entire site on January 19, 2020 (**Exhibit 3**). The reuse of the church is consistent with what has been presented in development review.

David Cardaci, owner of Knallhart Holdings II, LLC has entered a lease with URBN Flagler, LLC for the church property and to retrofit it to the new use. The estimated cost of the improvements is \$3,000,000 (**Exhibit 4**). Knallmart Holdings II, LLC is providing \$1,475,000 in owner equity and the property owner has a \$1,250,000 bank loan that will be used for the project. The CRA funds will be secured by a second mortgage on the church property. The following provides the funding sources and uses for the project.

SOURCES	
Bank Loan	\$ 1,250,000.00
CRA Funds	\$ 275,000.00
Owner Equity	\$ 1,475,000.00
TOTAL	\$ 3,000,000.00

Uses	
Utility & Infrastructure	\$ 50,000.00
Building Rehabilitation	\$ 2,000,000.00
Equipment and fixtures	\$ 950,000.00
TOTAL	\$ 3,000,000.00

As new custodian of the long-dormant church, Mr. Cardaci is taking great effort to transform the former church into something the community can still enjoy that will include dining and music. He is respecting the existing architecture and giving the building new life. The renovations will include retrofitting the building and site for both indoor and outdoor dining with a 220 seat full service restaurant, world class food, beverage and entertainment at a reasonable price. The project is estimated to create over 140 jobs in the hospitality area (**Exhibit 5**). The Abbey will have access to parking from a new 53 space private pay parking lot owned and managed by Asta Parking that has been constructed across the street at the Northwest corner of NE 3RD Avenue and NE 5th Street, directly north of the project. There is also on-street parking on NE 3RD Avenue, NE 5th Street and surrounding streets. Photos of the property, adjacent parking and project plans are attached as **Exhibits 6 and 7**.

David Cardaci is a local hospitality veteran who began investing in the CRA in 2014 when he purchased a rundown former gas station and turned it into The Whole Enchilada fast casual Mexican restaurant in the 800 block of Federal Highway. He has since continued to invest in the CRA opening Rhythm and Vine in 2015, a popular beer garden and music venue located at 401 NE 5th Terrace, and in 2020 he opened Roxanne's Bar and Kitchen at 823 North Federal Highway in the CRA (**Exhibit 8**). Mr. Cardaci and his wife Vanessa specialize in creating diverse restaurant and music venues with a mission to be the most interesting and guest centric hospitality group where guest can expect a unique and special experience. Background information on David and Vanessa Cardaci along with the rest of the management team and a copy of the Business Plan for The Abbey are attached as **Exhibit 9**. A copy of the CRA Application for Funding is attached as **Exhibits 10**.

With all the new mid to high-rise construction projects within Flagler Village, it is important to find ways to preserve the remaining historic and iconic structures in the area and find new uses for them when necessary to preserve the fabric and history of the area. This project helps maintain the history and scale of the urban village, while bringing active uses to the neighborhood that are unique that help create a vibrant place to live, work and recreate. Project completion is estimated to occur in in 2021.

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 program 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 funding assistance to Knallhart Holdings II, LLC for the Abbey Project consisting of \$225,000 from the CRA Property and Business Improvement Program and \$50,000 from the CRA Commercial Façade Program.

Attachments

- Exhibit 1: Location Map
- Exhibit 2: Historic Landmark Designation – Resolution No. 17-121
- Exhibit 3: Final Development Review Committee Approval and Historic Preservation Board Review and Comments
- Exhibit 4: Renovation Cost Schedule of Values
- Exhibit 5: Jobs to be Created
- Exhibit 6: Photos of Property and Private Pay Parking Lot
- Exhibit 7: Project Plans
- Exhibit 8: David Cardaci Other Completed CRA Projects
- Exhibit 9: Management Team and Business Plan
- Exhibit 10: Application for Funding Assistance

LOCATION MAP



The Abbey



New "Asta" 53 Space Private Pay Lot

CERTIFICATION
I certify this to be a true and correct copy of the record of the City of Fort Lauderdale, Florida.
WITNESSETH my hand and official seal of the City of Fort Lauderdale, Florida, this the 30th day of July, 2017.
Wendy [Signature] City Clerk

Exhibit 2

RESOLUTION NO. 17-121

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, DESIGNATING THE STRUCTURE, COMMONLY KNOWN AS THE FIRST EVANGELICAL LUTHERAN CHURCH OF FORT LAUDERDALE, LOCATED AT 441 N.E. THIRD AVENUE, FORT LAUDERDALE, FLORIDA, AS A HISTORIC LANDMARK PURSUANT TO SECTION 47-24.11 OF THE CITY OF FORT LAUDERDALE, FLORIDA, UNIFIED LAND DEVELOPMENT REGULATIONS.

INSTR # 114543953
Recorded 08/04/17 at 04:43 PM
Broward County Commission
5 Page(s)
#1

WHEREAS, Section 47-24.11.B of the City of Fort Lauderdale, Florida Unified Land Development Regulations ("ULDR") provides the procedures for historic designation of landmarks; and

WHEREAS, Pastor Paul Pfadenauer, applicant, through his agent, Robin Haines Merrill, submitted an application for the historic designation of the structure located at 411 Northeast Third Avenue in the City of Fort Lauderdale called the First Evangelical Lutheran Church of Fort Lauderdale, Florida; and

WHEREAS, notice of a public hearing of the Historic Preservation Board was provided in accordance with Section 47-27.7, Notice Procedures for Public Hearings, of the ULDR; and

WHEREAS, at the public hearing held on December 5, 2016, the Historic Preservation Board reviewed the application, evaluated the testimony and other material presented and recommended the designation of the building and accessory building as a historic landmark based on one or more of the criteria provided in Subsection 47-24.11.B.6 of the ULDR; and

WHEREAS, the City Commission has reviewed the application and documentation supporting the application and finds that portions of the structure meet criteria a., b., e. and f. of subsection 47-24.11.B.6 of the ULDR;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the above recitals are true and correct and incorporated into this Resolution by this reference.

SECTION 2. That the City Commission of the City of Fort Lauderdale, Florida finds that portions of the structure meet criteria a., b., e. and f. of subsection 47-24.11.B.6 of the ULDR and are more specifically articulated on the record of the February 21, 2017, May 2, 2017, and June 6, 2017 public hearings.

SECTION 3. That the City Commission of the City of Fort Lauderdale, Florida, hereby approves the designation of portions of the structure located at 441 Northeast 3rd Avenue, Fort Lauderdale, Florida, more particularly described in the attached Exhibit A, as a historic landmark pursuant to Section 47-24.11.B. of the ULDR of the City of Fort Lauderdale, Florida. The portions of the structure so designated are located on the property legally described as follows:

LOTS 1 AND 2, LESS EAST 5 FEET, BLOCK 29, NORTH LAUDERDALE AMENDED PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 182 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

Location: 441 Northeast 3rd Avenue, City of Fort Lauderdale, Florida.

SECTION 4. That the property is accorded all protection under applicable City ordinances now existing or subsequently enacted to preserve its exterior appearance, including protection from demolition.

SECTION 5. The City Clerk is hereby directed to provide a certified copy of this Resolution to the applicant and property owner within thirty (30) days of the adoption of this Resolution, and to record a copy of this Resolution in the Public Records of Broward County, Florida.

SECTION 6. That this Resolution shall be in full force and effect immediately upon and after its passage.

ADOPTED this the 6th day of June, 2017.



Mayor
JOHN P. "JACK" SEILER

ATTEST:



City Clerk
JEFFREY A. MODARELLI

Proposed Legal Description

Protecting a portion of the Lutheran Church located on lots 1 and 2 less the east 5.0 feet thereof Block 29, Amended Plats Of Blocks 1,2,3,4,5,6,7,8,25,26,27,28,29,30,31,32, and 33 of North Lauderdale according to the Plat thereof as recorded in Plat Book 1, Page 182 of the public records of Miami-Dade County,

The stone façades of the church building located on Lot 1 and extending on the eastern portion of Lot 2 would be preserved together with the gabled roof "form".

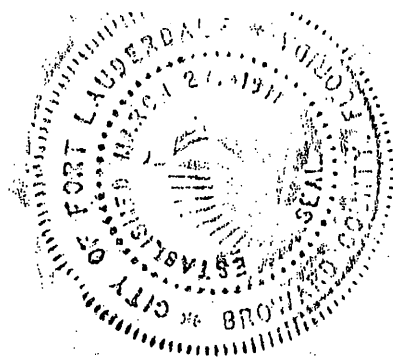
The designation solely restricts the general appearance and structural maintenance of the exterior facades identified in Exhibit 7.

The current asphalt roof material may be replaced with a more desirable material such as a flat, slate look concrete tile.

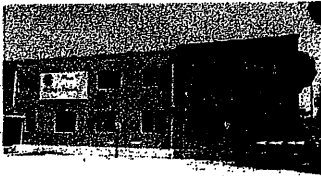
FOOTNOTE:

"The designation includes the roof volume of the original structure and the highlighted area depicted on this exhibit. A part of the City Commission's consideration was the proffer by the identified prospective redeveloper of the site to maintain 3,000 square feet of open space on the site and reinstall the pre-1990 stained-glass windows removed by the property owner prior to designation."

EXHIBIT "A"



441 NE 3rd Avenue



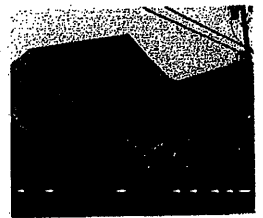
South Elevation



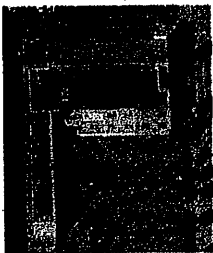
East Elevation



North Elevation



West Elevation



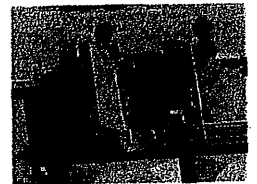
South Aerial



East Aerial



North Aerial



West Aerial

 - Facade Areas to be protected



FINAL DEVELOPMENT REVIEW COMMITTEE (DRC) CERTIFICATE OF COMPLIANCE
Site Plan Level II, Development Review Committee (DRC) - RAC

This notification is to provide confirmation that the development described below has been approved for site plan review purposes consistent with Unified Land Development Regulations (ULDR) Section 47-24.2.

Case Number: R15017
Project Name: URBN Flagler / URBN Flagler, LLC and Third Avenue, LLC
Proposed Uses: 512 dwelling units (DUs), 29,074 square feet commercial space
Description:
Lot Size: 73,500 square feet / 1.6872 acres
Height: South Tower - 19 levels / North Tower - 27 levels
Parking: 600 parking spaces provided)

Address: 421 - 441 NE 3rd Avenue
Zoning District: Regional Activity Center - City Center (RAC-CC)
Land Use: Downtown Regional Activity Center

Determination: The Development Review Committee reviewed the project on March 24, 2015.
The project was presented to the Historic Preservation Board for review and comment on November 4, 2019. The minutes of the meeting are on file with DSD.

Conditions:

1. This approval is subject to the following conditions:

2. Applicant will continue to coordinate the streetscape plan for NE 5th Street with City Staff to achieve the appropriate balance between featuring the historic façade and shade tree placement (via a separate Site Plan Level I Application). Applicant will coordinate the possibility of adding an additional street tree to NE 4th Street (via a separate Site Plan Level I Application);
3. Applicant will be required to pay a Park Impact Fee for the proposed residential units prior to issuance of building permit in accordance with ULDR Sec. 47-38A, Park Impact Fees;
4. Prior to final DRC, either one of the following shall be submitted: proof and confirmation from the School District that the residential development is exempt or vested from the requirements of public-school concurrency, or a School Capacity Availability Determination (SCAD) letter that confirms that capacity is available, or if capacity is not available, that mitigation requirements have been satisfied;
5. Prior to issuance of C.O. provide Maintenance Agreement and Maintenance Agreement Area Exhibit, which provides a visual representation of the area within the adjacent public Right-of-Way (adjacent to the proposed development) to be maintained in perpetuity by the developer. Label whether the adjacent Right-of-Way is FDOT, BCHCED, or City jurisdiction, as well as label all proposed improvements, including asphalt and other specialty paving, concrete and other specialty sidewalk, landscaping, irrigation, lighting, etc. that will be maintained by the Applicant throughout the life of the improvements.
6. Prior to issuance of C.O. provide all easement or right-of-way dedications as shown on plans.
7. Prior to issuance of building permit provide storm runoff calculations, signed and sealed by a Florida registered professional engineer, which

demonstrate how minimum criteria regarding adjacent street crown and finished floor elevations are met, as well as how the 25-year, 3-day storm event is maintained on site with zero discharge to Right-of-Way and adjacent properties (unless proposed drainage design is based on Pre vs. Post analysis).

8. Please be advised that within adjacent City Right-of-Way, staging/storage will not be allowed, construction fence shall not encroach within intersection corner sight triangles, construction fence gates shall not swing into the public Right-of-Way, and any Jib Crane radius shall not extend beyond private property boundaries. Any City Right-of-Way closure over 72 hours requires a Revocable License Agreement, processed by Property Right-Of-Way Committee (DRC) and approved by the City's Commission, prior to Right-of-Way permit issuance by the Department of Sustainable Development for Maintenance of Traffic.

Prior to submitting Administrative Review (i.e. DRC Level I) application to request Revocable License Agreement, please contact Dennis Girisgen at 954-828-5123 or dgirisgen@fortlauderdale.gov to discuss proposed scope of closure within City Right-of-Way.

Approval Date: January 19, 2020 – (CC-call up period ends /clock starts)
Expiration: Submit Building Permit Application by July 20, 2021
Building Permit Issued by January 20, 2022

If you need more information on a particular use or any additional information, please contact me at (954) 828-6495 or via email at YRedding@fortlauderdale.gov.

Sincerely,



Yvonne Redding
Urban Planner III

Please note that in accordance with ULDR Section 47-34.3 the issuance or granting of a permit or approval of plans or specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of any of the provisions of the ULDR. No permit presuming to give the authority to violate or cancel the provisions of the Code shall be valid except insofar as the work or use which it authorizes is lawful. Furthermore, the issuance of a permit upon plans and specifications shall not prevent the building inspector from thereafter requiring the correction of errors in such plans and specifications, or preventing building operations being carried on thereunder when in violation of the ULDR or any ordinances of the city.



REQUEST: Historic Preservation Board Review and Comment on proposed new development
- URBN at Flagler Village, adjacent to designated Historic Landmark First Evangelical Lutheran Church

Case Number	H19029	FMSF#	
Owner	URBN Flagler LLC and Third Avenue Development, LLC		
Applicant	Courtney Crush, Crush Law P.A.		
Address	421 - 441 NE 3rd Avenue		
General Location	Southwest corner of NE 3 Avenue and NE 5 Street		
Legal Description	Designated Portion: LOTS 1 AND 2, LESS EAST 5 FET, BLOCK 29, NORTH LAUDERDALE AMENDED PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 182 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA Entire Property: NORTH LAUDERDALE AMENDED PLAT 1-182D LOTS 1-7, LESS E5 FOR ST, BLK 29		
Existing Use	Former Church (now vacant)		
Proposed Use	Mixed-use		
Zoning	RAC-CC		
Applicable ULDR Sections	City of Fort Lauderdale Comprehensive Plan (Ordinance C-15-08) Volume I – Historic Preservation Element		
Authored By	Trisha Logan, Urban Planner III		

Property Background:

At its December 5, 2016, meeting the Historic Preservation Board (HPB) considered the application for a Historic Landmark Designation of the First Evangelical Lutheran Church and recommended the designation of the structure and site to the City Commission. As per the December 5, 2016, Historic Consultant's Memorandum the following is a summary of the history of this structure:

Saint Anthony's Church (later known as First Evangelical Lutheran Church) was built in 1921 for Fort Lauderdale's Roman Catholic congregation. Saint Anthony's, established in 1921, is the oldest Catholic parish in Broward County. That year Bishop Michael J. Curley announced that local Catholics would finally have a church. A lot on Las Olas Boulevard was selected as the building site. At that time the new parish had a resident priest, Father E.F. Callahan. In 1921 the "builder priest" Father G.J. Plunkett arrived and took up the duties of pastor. Father Plunkett specialized in building churches; he had worked as architect/builder for the church for fourteen years. Local contractor John Olsson was hired to oversee the construction project.

Mr. Olsson had arrived in Fort Lauderdale about the time that the city was incorporated in 1915; he along with Edwin King and George Young was one of the builders of the historic city. Olsson owned property in the Waverly Place subdivision, now within the Sailboat Bend Historic District and was responsible for building many of our historic homes.

At its February 21, 2017, City Commission Meeting the City Commission approved a motion to continue the public hearing to the May 2, 2017, meeting subject to the terms and conditions set

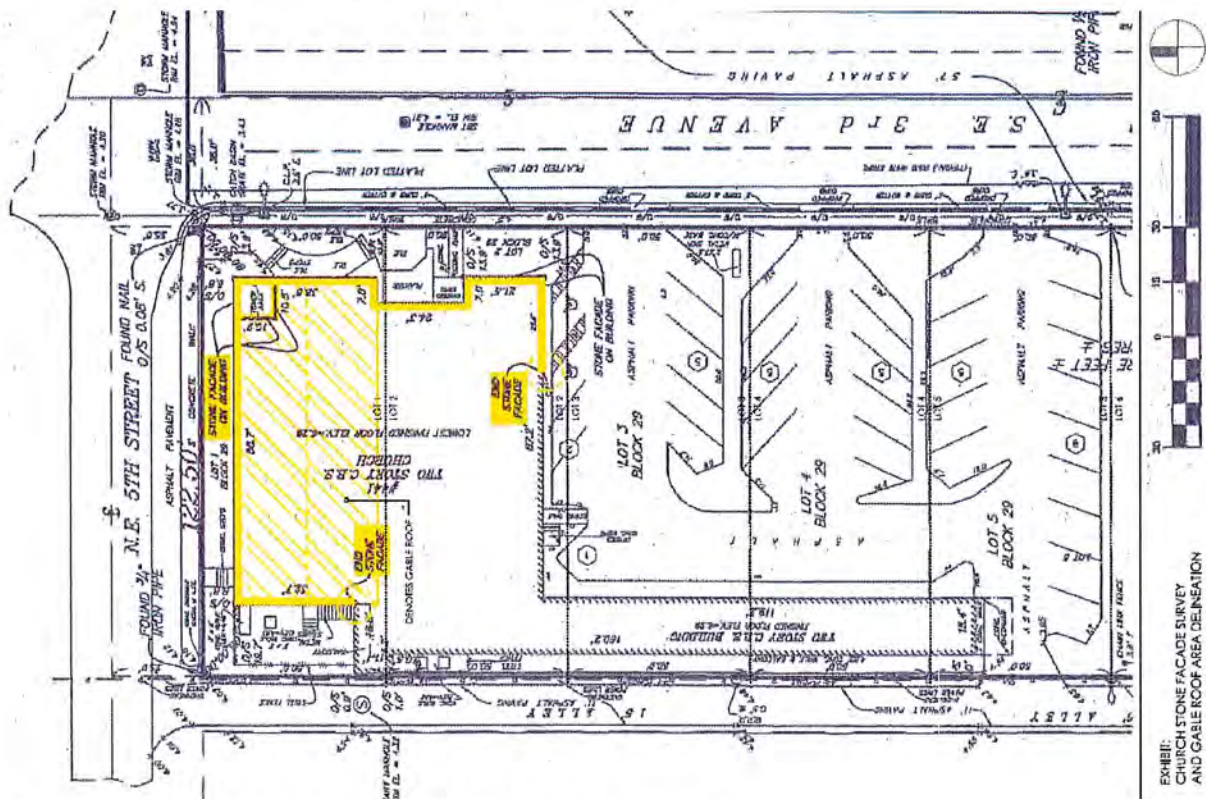


forth on the record and agreed upon by the property owner, developer and applicant, among which is that the no alterations are done to the church with the exception of those need for maintenance, landscaping and upkeep.

At the March 21, 2017, City Commission Conference Meeting, the City Commission inquired about the removal of the stained glass windows. Staff has confirmed that two permits were applied for on November 17, 2016 related to the windows and subsequently voided as it was determined by the Building Department that a permit was not required for the removal of windows.

At its May 2, 2017, City Commission Meeting the City Commission approved a motion to continue the public hearing to the June 6, 2017, meeting to allow for the developer to delineate precise boundaries to the historic landmark designation. City staff met with both the applicant and the developer on separate occasions and each submitted proposals for an adjusted boundary.

At its June 6, 2017, City Commission Meeting the City Commission voted to designate the First Evangelical Lutheran Church a Historic Landmark under Resolution 17-121 as per the boundaries proposed by the developer (see below) which includes the exterior of the main sanctuary and extends south to the portion of the 1955 addition that is clad in stone.



Property survey showing designated portions of structure



Description of the Project:

On the lot adjacent to the First Evangelical Lutheran Church, a designated historic landmark, a new mixed-use development project is planned to be constructed in two phases. In the first phase of the project, a 19-story tower is planned with retail space located on the first level, with a parking podium and residential units above. This phase is located immediately adjacent to the historic structure with a separation of approximately 20'-6" between each structure, with a greater distance of separation of approximately 37'-8" between each structure at the street frontage. In the second phase, a 27-story tower is planned, also with retail space located on the first level, with a parking podium and residential units above.



Rendering of First Evangelical Lutheran Church and New Development - URBN

Placed between the two buildings on the first level is an outdoor courtyard area serving as an outdoor seating area for a future tenant. Covering the outdoor courtyard space between the two buildings is a waved glass roof which connects to the non-designated portion of the church on the north side and to the parking garage podium on the south side. Acting as screening for the parking garage podium on the elevation facing the church is a fluctuating vertical metal wave. At the recessed corner between the two buildings, the proposed treatment for the walls is angled aluminum panels punctuated with colored glass inserts lit from behind, an element that was inspired by the stained glass windows found within the adjacent historic landmark.

Review of Potential Adverse Effects

As part of a review for these proposed changes that may have the potential to cause adverse effect on a historic resource, criteria as outlined within the Code of Federal Regulations is utilized to evaluate the undertaking:

(1) Criteria of adverse effect. An adverse effect is found when an undertaking may alter, directly or indirectly, any of the characteristics of a historic property that qualify the property for inclusion in the National Register in a manner that would diminish the integrity of the property's location, design, setting, materials, workmanship, feeling, or



association. Consideration shall be given to all qualifying characteristics of a historic property, including those that may have been identified subsequent to the original evaluation of the property's eligibility for the National Register. Adverse effects may include reasonably foreseeable effects caused by the undertaking that may occur later in time, be farther removed in distance or be cumulative.

(2) Examples of adverse effects. Adverse effects on historic properties include, but are not limited to:	
(i) Physical destruction of or damage to all or part of the property; and	Not Applicable: There will not be any physical destruction to the designated portion of the First Evangelical Lutheran Church.
(ii) Alteration of a property, including restoration, rehabilitation, repair, maintenance, stabilization, hazardous material remediation, and provision of handicapped access, that is not consistent with the Secretary's standards for the treatment of historic properties (36 CFR part 68) and applicable guidelines; and	Not Applicable.
(iii) Removal of the property from its historic location;	Not Applicable.
(iv) Change of the character of the property's use or of physical features within the property's setting that contribute to its historic significance;	Applicable: With the new construction immediately adjacent to the First Evangelical Lutheran Church the physical features within the setting and the relationship between the historic structure and its current surroundings will change. The separation between the buildings, the open space provided at the front setback, and the setback of the tower all help to relieve the immediate impact of the new construction on the historic structure. None of the proposed elements have a direct impact on architecturally significant features of the First Evangelical Lutheran Church.
(v) Introduction of visual, atmospheric or audible elements that diminish the integrity of the property's significant historic features;	Applicable: With the new construction immediately adjacent to the First Evangelical Lutheran Church the visual relationship between the historic structure and its surroundings will change. To complement the historic landmark, the new development provides a courtyard area between the two structures covered with a waved glass roof which connects to the non-designated portion of the church on the north side and to the parking garage podium on the south side.



	Acting as screening for the parking garage podium on the elevation facing the church is a vertical metal wave with colored glass fins protruding outwards. At the recessed corner between the two buildings, the proposed treatment for the walls is angled aluminum panels with colored glass inserts lit from behind, an element that was inspired by the stained glass windows found within the adjacent historic landmark. None of the proposed elements have a direct impact on architecturally significant features of the First Evangelical Lutheran Church.
(vi) Neglect of a property which causes its deterioration, except where such neglect and deterioration are recognized qualities of a property of religious and cultural significance to an Indian tribe or Native Hawaiian organization; and	Not Applicable.
(vii) Transfer, lease, or sale of property out of Federal ownership or control without adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the property's historic significance.	Not Applicable.

Summary Conclusion:

With the physical separation between the two structures, setbacks provided, as well as measures taken for the new development to complement the historic landmark, the perceived level of adverse effects is minimized. Staff would suggest that the following condition be taken into consideration:

1. Staging for the new construction project shall not negatively impact the adjacent historic structure and protection from construction debris and construction equipment shall be provided, as necessary. A protection plan must be submitted to the Historic Preservation Board Liaison prior to applying for building permits.



SUSTAINABLE DEVELOPMENT – URBAN DESIGN & PLANNING

HISTORIC PRESERVATION BOARD (HPB) CERTIFICATE OF APPROPRIATENESS APPLICATION

Rev: 1 | Revision Date: 2/23/2017 | Print Date: 2/23/2017

I.D. Number: HPBCAA

HISTORIC PRESERVATION BOARD (HPB)

Certificate of Appropriateness Application

Cover: Deadline, Notes, and Fees
Page 1: Applicant Information Sheet
Page 2: Technical Specifications of Plan Submittal
Page 3: Submittal Checklist

DEADLINE: Submittals must be received by 4:00 PM by submittal deadline (see website for dates). Pursuant to Section 47-24.1(1), the Department will review all applications to determine completeness within five (5) business days. Applicants will be notified via email, if plans do not meet the submittal requirements and if changes are required.

NOTE: Pursuant to Section 47-24.11.B.1, the applicant may be the property owner, a resident of Fort Lauderdale, or any legal entity in the city, including the City of Fort Lauderdale.

NOTE: Pursuant to Section 47-27.7 of the ULDR, mail notice shall be given to the owners of the land under consideration for designation at least thirty (30) days prior to the date set for the public hearing of the Historic Preservation Board.

FEES: All applications for development permits are established by the City Commission, as set forth by resolution and amended from time to time. In addition to the application fee, any additional costs incurred by the City including review by a consultant on behalf of the City, or special advertising costs shall be paid by the applicant. Any additional costs, which are unknown at the time of application, but are later incurred by the City, shall be paid by the applicant prior to the issuance of a development permit.

☒ Minor Alteration/Review & Comment	\$ 230.00
☐ Major Alteration/Addition to Existing	\$ 310.00
☐ New Construction ≤ 2000 SF GFA	\$ 310.00
☐ New Construction > 2000 SF GFA	\$ 560.00
☐ Demolition – Accessory	\$ 230.00
☐ Demolition – Primary	\$ 560.00
☐ Relocation	\$ 490.00

(No fee required for exterior painting only)

Page 1: HPB - Applicant Information Sheet

INSTRUCTIONS: The following information is requested pursuant to the City's Unified Land Development Regulations (ULDR). The application must be filled out accurately and completely. Please print or type and answer all questions. Indicate N/A if does not apply.

NOTE: To be filled out by Department

Case Number	
Date of complete submittal	
Zoning Review	
Landscape Review	

NOTE: For purpose of identification, the **PROPERTY OWNER** is the **APPLICANT**

Property Owner's Name	URBN Flagler LLC AND Third Avenue Development, LLC
Property Owner's Signature	If a signed agent letter is provided, no signature is required on the application by the owner.
Address, City, State, Zip	441 NE 3rd Avenue
E-mail Address	ccrush@crushlaw.com
Phone Number	954 522 2010
Proof of Ownership	☐ Warranty Deed or ☒ Tax Record

NOTE: If **AGENT** is to represent **OWNER**, notarized letter of consent is required

Applicant / Agent's Name	Courtney Crush - Crush Law, P.A.
Applicant / Agent's Signature	<i>Courtney Callahan Crush</i>
Address, City, State, Zip	333 N New River Dr. E, Suite 1500, Fort Lauderdale, FL 33301
E-mail Address	ccrush@crushlaw.com
Phone Number	9545222010
Letter of Consent Submitted	YES

Development / Project Name	URBN at Flagler Village
Development / Project Address	<u>Existing:</u> 421- 441 NE 3rd Ave <u>New:</u> 421- 441 NE 3rd Ave
Legal Description	NORTH LAUDERDALE AMENDED PLAT 1-182 D LOTS 1 THRU 7, LESS E 5 FOR ST, BLK 29
Tax ID Folio Numbers (For all parcels in development)	504203022080 and 504203022150
	Mixed use
Applicable ULDR Sections	
Total Estimated Cost of Project	\$ (Including land costs)

Future Land Use Designation	RAC
Current Zoning Designation	RAC -CC
Current Use of Property	Vacant
Residential SF (and Type)	
Number of Residential Units	Phase 1: 208 Units and Phase 2: 304
Non-Residential SF (and Type)	29,074 SF Retail/Restaurant
Total Bldg. SF (include structured parking)	
Site Adjacent to Waterway	☐ Yes ☒ No

		Proposed
Lot Size (SF / Acreage)	N/A	73,500 SF/ 1.6872 Acres
Lot Density	N/A	N/A
Lot Width	N/A	112'-6"
Building Height (Feet / Levels)	N/A	209'-7" and 286'-11"
Structure Length	N/A	

Page 2: Technical Specifications of Application

TECHNICAL SPECIFICATIONS:

This page must be filled in. An attached narrative may be included, but cannot substitute for completing this section.

BUILDING FEATURES:

Structural System:

Reinforced concrete and masonry

Roof and Roofing:

Consistent wit modern construction techniques and consistent with Resolution No. 17-121.

Windows and Doors:

Impact Glass

Materials (Masonry, Wood, etc.):

Masonry, aluminum, steel, glass.

Porches, Porte-Cocheres, Garage and Steps:

N/A

DESCRIPTION OF PROJECT:

1. Provide an overall description of the project (what changes will be made and how they will be accomplished). Also, provide information on the chronology of work involved and describe all alterations, new construction, demolition, and/or relocation that will be required.

Please see attached plans. This is a proposed mixed use development within downtown which will adaptively reuse the church to the North while protecting the church facade pursuant to HPB Case No. H19008. The proposed project is designed to architecturally enrich and incorporate the church facade and the new development into the site plan.

2. Describe what the use of the building will be after the work is completed.
This is a mixed used development, with residential, retail and restaurant space.

3. Discuss any impacts the new use will have on the future preservation of the building.
The new mixed use development will bring a cohesive element to the 3rd Avenue block, by incorporating the church facade

Page 3 Submittal Checklist

SUBMITTAL CHECKLIST:

Applicant shall provide to the Urban Design & Planning counter a complete application, one (1) full set of plans, and any additional requirements, as specified below. Within five (5) days of receipt, Urban Design & Planning staff shall review the application to determine its completeness and compliance with the ULDR.

For those applications that can be approved administratively (See Sec. 47-17.4), once the application is deemed complete the applicant shall submit seven (7) additional sets of plans/applications/photos with additional requirements as listed below. For cases that require a hearing before the Historic Preservation Board, the applicant will be required to submit one (1) original and fifteen (15) additional sets of plans/applications/photos with any additional requirements.

FOR ALL APPLICATIONS:

- ☒ Complete application. No items are to be left blank. If it does not apply, indicate with 'n/a'.
- ☒ Provide Proof of Ownership
- ☒ Property owners signature and/or agent letter signed by the property owner
- ☒ 1 sealed survey
- ☒ 1 vicinity map (typically on the survey)
- ☒ 1 zoning and land use map of lands within a 700' radius
- ☒ One (1) electronic version of complete application and plans in PDF format

NEW CONSTRUCTION & ALTERATION:

- ☒ Photos of that part of the building that will be modified (e.g., if front elevation is to be modified, supply a photo of the front and label it with the direction it faces [i.e. FRONT – NORTH]).
- ☐ 1 set of sealed drawings that include the site plan, building elevations and floor plan. All drawings must be drawn to scale. Scale cannot exceed 1" = 30'. In addition, drawings shall include the following: proposed exterior alterations, additions, changes, architectural design of buildings/structures, including proposed materials, textures and colors, including walls, walks, terraces, plantings, accessory buildings, signs and lights.
- ☐ 1 landscape plan for any multi family or non-residential development.
- ☐ 1 set of Product Approvals, Manufacturers' Specifications, or brochures for all building features to be modified (see page 2 of the application). For example, windows, doors, roofs, fences, siding, garages, carports, etc...

FOR NEW CONSTRUCTION ONLY:

- ☐ Photos or elevation drawings of buildings adjacent to the subject site.

DEMOLITION:

- ☐ Demolition Rider completely filled out, signed and dated.
- ☐ A site plan showing the proposed demolition.
- ☐ Photos of all sides of structure to be demolished and label the direction each side faces.
- ☐ Mail requirements: The applicant must submit a tax map, property owners list, stamped, addressed standard envelopes. The mail affidavit must be signed.
- ☐ Sign posting requirements: The applicant must post signs and return the signed affidavit prior to the meeting.

RELOCATION:

- ☐ A site plan showing the property as it currently exists and a proposed site plan of how the property will look once the building is relocated.
- ☐ Narrative describing what the plans are for the site to be vacated, whether the building or structure can be moved without sufficient damage to its physical integrity, and the compatibility of the building or structure to its proposed site and adjacent properties.
- ☐ Photos of all sides of structure to be relocated and label the direction each side faces. If structure is to be relocated to another site, photos of that site as well.

Applicant's Affidavit

I acknowledge that the Required Documentation and Technical Specifications of the application are met:

Staff Intake Review

For Urban Design & Planning Division use only:

URBN FLAGLER

700 NW 19th Ave
Fort Lauderdale, Florida
17-836US
2018-07-13

Historic Preservation Board - Review & Comment



URBN FLAGLER

441 & 442 NE 3RD AVE, FT LAUDERDALE, FL 33301 17-836US

Scale:



Date: 2018-09-21

Sheet:

URBN FLAGLER
700 NW 19th Ave
Fort Lauderdale, FL 33301
17-836US
www.urbnflagler.com



URBN FLAGLER

441 & 442 NE 3RD AVE, FT LAUDERDALE, FL 33301 17-836US

CONCEPTUAL RENDERING



idea
www.urbnflagler.com

Scale: N.T.S.

Date: 2018-09-21

Sheet: A15



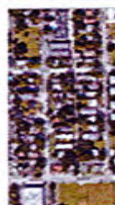
URBN FLAGLER
441 & 442 NE 3RD AVE, FT LAUDERDALE, FL 33301 17-836US

CONCEPTUAL RENDERING

Scale: N.T.S.

A16

AERIAL INVA



2 GENERAL 52

LOF 505	40
Full Class Description	107
	PLA
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	1. BEDROOM	APPROX. SQ. FT.
2. BEDROOM		APPROX. SQ. FT.
3. KITCHEN, BREAKFAST ROOM, PANTRY, DINING ROOM, LIVING ROOM, PORCH	12.000 SF	
BUILDING FOOTPRINT	12.000 SF	
4. BATH	5.000 SF	
5. GARAGE	10.000 SF	
6. PORCH	10.000 SF	
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3 SETBACKS

DESCRIPTION	REQUIRED VALUE	CODE SECTION	PROVIDED
HEIGHT	5.0 FT MIN., 20.0 FT MAX, 40.0 FT EXIST		7.0000 1.0 2
			USDA 1.0 1.0 2 0"
			USDA 0.0 0.0 0 2"
SECT/CLIFF/FACE			EXISTING ACTUAL/NEED 1.0 1 0"
			7.0000 1.0 2
			USDA 1.0 1.0 0"
	5.0 FT MIN., 20.0 FT MAX, 40.0 FT EXIST		USDA 0.0 0.0 0 2"
			EXISTING ACTUAL/NEED 0.0 0"
WALL			7.0000 1.0 2
	5.0 FT MIN., 20.0 FT MAX, 40.0 FT EXIST		USDA 1.0 1.0 2 0"
			USDA 0.0 0.0 0 2"
			EXISTING ACTUAL/NEED 1.00 0"
WALL			7.0000 1.0 2
	5.0 FT MIN.		USDA 1.0 1.0 0"
			USDA 0.0 0.0 0 0"
			EXISTING ACTUAL/NEED 1.0 0"
BE PAVED TYPING	5.0 FT MIN.		NA 0"

4 HEIGHT RESTRICTION

DESCRIPTION	VALUE	CODE SECTION	REQUIRED	PROVIDED
HEART	NO RECORDS			Source 1 18 Records 200.00
				Source 2 27 Records 200.00

PARKING DATA

DESCRIPTION	VALUE	CODE SECTION	REQUIRED	PROVIDED
RESIDENTIAL				TOWER 1 100 P.S. TOWER 2 100 P.S. EXISTING 100 P.S.
COMMERCIAL				TOWER 1 0.12 of 4.07'
				TOWER 2 0.12 of 4.07'
NUMBER OF NON-SPACES				TOWER 1 0
NUMBER OF NON-SPACES				TOWER 2 10
RECYCLED				
RESIDENTIAL - 1 PER SECONDARY SUITE		AT 202 Parking & Loading		TOWER 1 100 TOWER 2 10
NON-RESIDENTIAL - 1 PER 10 PARKING SPACES PROVIDED		AT 202 Parking & Loading	TOWER 1 0	NON-RESIDENTIAL 0

DESCRIPTION	SIZE	CCG SCHEDULE	MEASPS	PREVPS
STAIR STAIRS	8' 0" x 10' 0" ST. MAIN		8' 0" x 10' 0"	8' 0" x 10' 0"
AREA CORN.	34' 0" (SEE DRIBBLE PARKING ANGLES)		34' 0"	34' 0"
AREA STAIRS	N/A ACCESS PROVIDED ON W. SIDE LAND FLOOR	See FIG 2 to column 12	12' 0" x 10' 0"	12' 0" x 10' 0"

6. APPLICABLE BUILDING CODES

FLORIDA BUILDING CODE 2017: BUILDING
FLORIDA BUILDING CODE 2017: TEST AND EVALUATION REQUIREMENTS FOR BUILDING JOINTS
FLORIDA BUILDING CODE 2017: PLUMBING
FLORIDA BUILDING CODE 2017: MECHANICAL
FLORIDA BUILDING CODE 2017: TIES AND
FLORIDA BUILDING CODE 2017: CHAPTER 15: FLORIDA ACCESSIBILITY CODE BUILDING CODE SECTION
FLORIDA BUILDING CODE 2017: CHAPTER 15: FLORIDA ENERGY EFFICIENCY FOR BUILDING COMPLETION
FLORIDA MAX PROTECTION CODE 2017: SECTION 1001: MIN. LIFE SAFETY CODE
FLORIDA STATE SAFETY CODE: CHAPTER 1001: MIN.

A CHAPTER 3 - USE AND OCCUPANCY CLASSIFICATIONS

WAF GROUP	CODE	REQUIREMENT	PROPOSED
PHASE 1 (CITY CENTER)	SECTION 100	Remainder of Group A, 2	
ACCOMMODATION	Section 500	Business Group, 5	
	Section 500	Hotel group, Group 10	
PHASE 2 (CITY CENTER, AIRPORT AND AREA)	Table 100, 101, 1, 2	Types 1 Construction	Phase 1 - 10 Section Phase 1 - 10

B. CHAPTER 4 - SPECIAL DETAILED REQUIREMENTS BASED ON USE AND OCCUPANCY

[illegible]

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12,
BLOCK 23, NORTH LAUDERDALE
PLAT BOOK 1, PAGE 182, D.C.R.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12,
BLOCK 23, NORTH LAUDERDALE
PLAT BOOK 1, PAGE 182, D.C.R.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10-10-2001 BY 60322 UCBAW

GRAND: 241X

1. *Journal of the American Medical Association*, 1997; 277: 1033-1037.

THIS
IS A

52nd Ave
BROOKLYN, NY 11224

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Garrett

When people talk about the "new world," they usually mean the United States. But there's another part of the world, one that's been around since the beginning of time.

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MILWAUKEE ELECTRIC COMPANY

[Signature]
 J. A. M. HONG, Jr.
 President, American Association of University Professors
 Chicago, Ill.



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FLAGLER

441 & 442 NE 3RD AVE, FT LAUDERDALE, FL 33301 17-836US

SITE PICTURES



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Date: 2018-09-21

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CONTEXT VIEW SOUTH



CONTEXT VIEW SOUTHWEST



CONTEXT VIEW WEST



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URBN FLAGLER
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SITE CONTEXT



URBN FLAGLER
441 & 442 NE 3RD AVE
FT LAUDERDALE, FL 33301
WWW.URBNFLAGLER.COM

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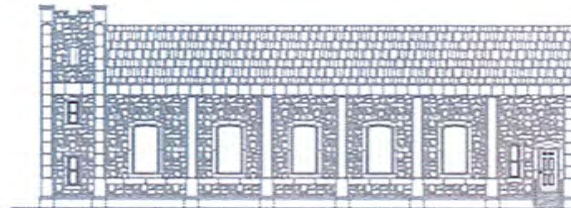
PROPOSED EAST ELEVATION



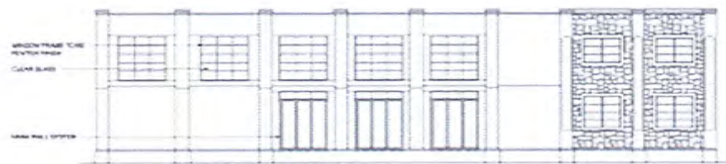
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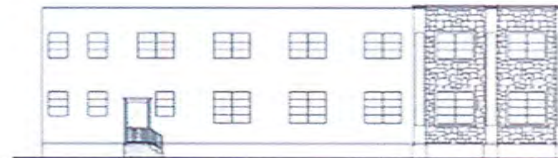
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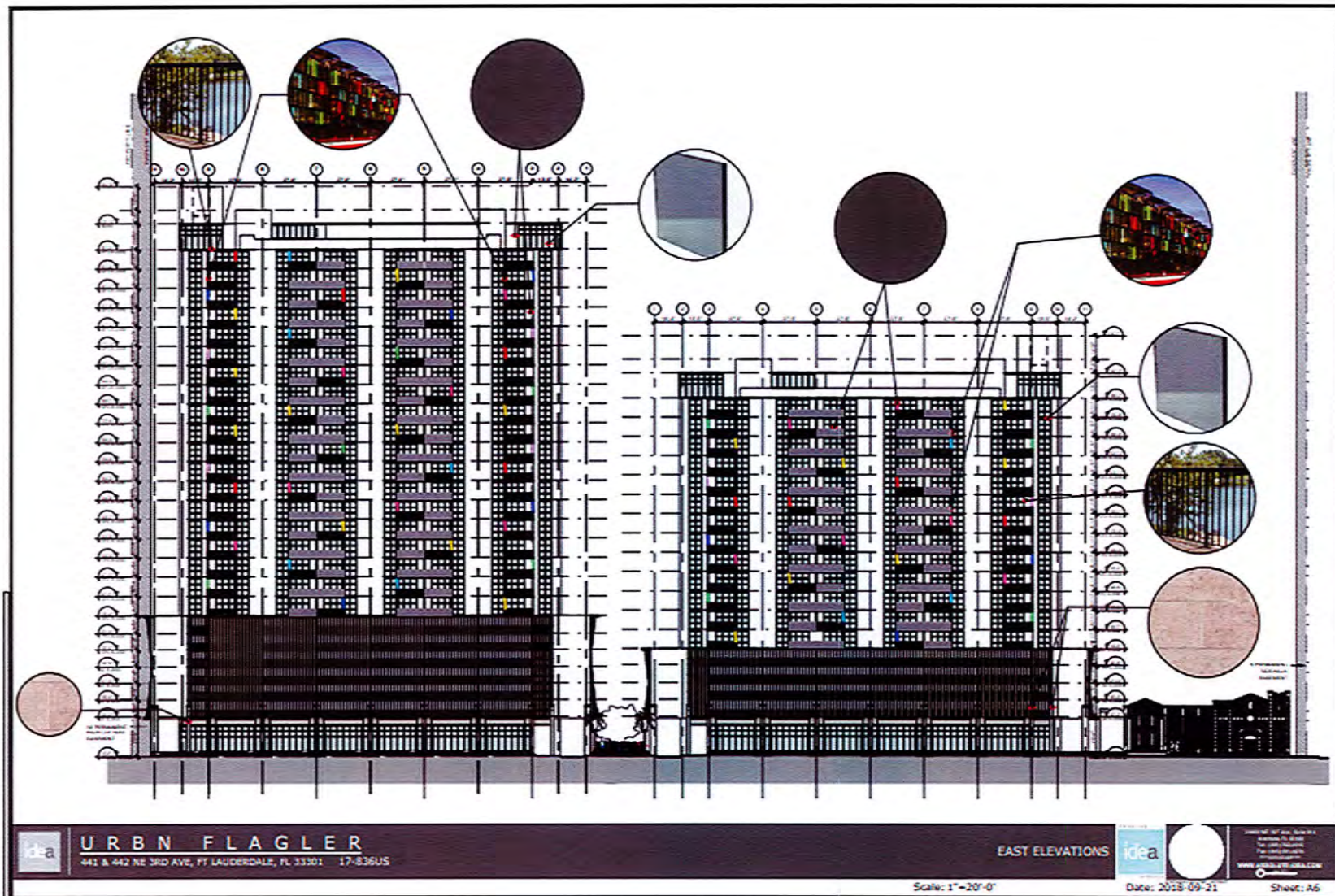
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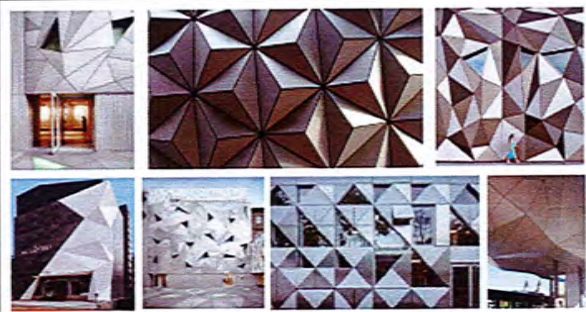


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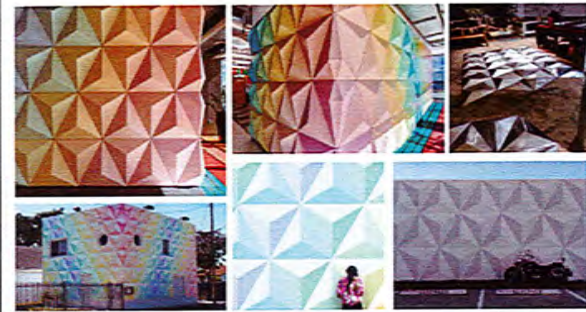




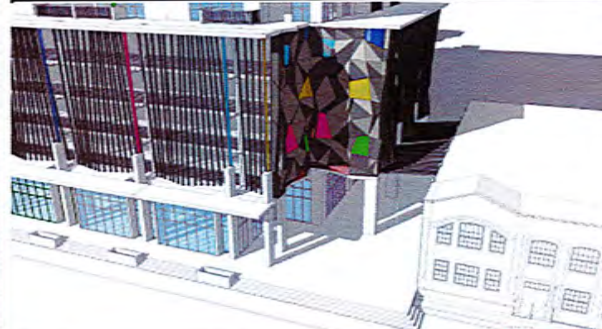
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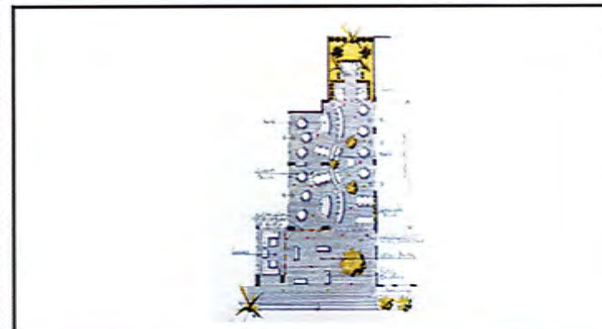
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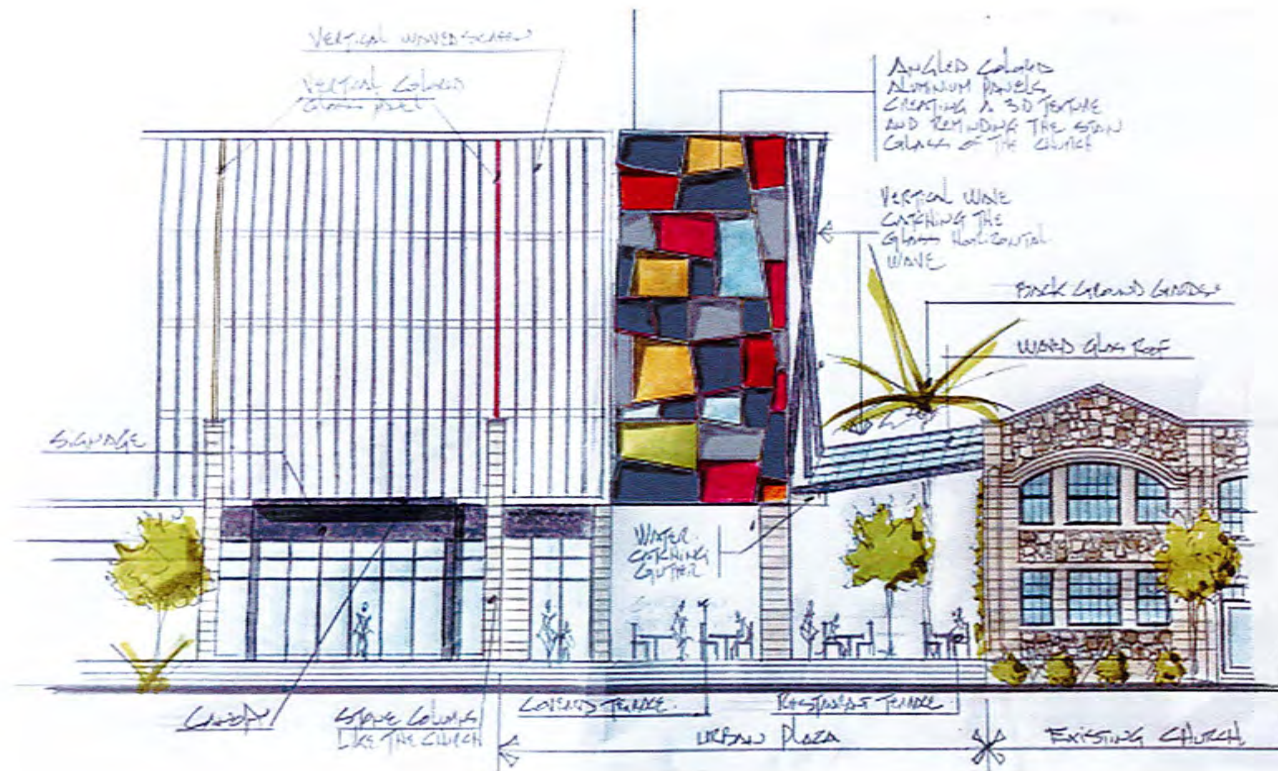
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441 & 442 NE 3RD AVE, FT LAUDERDALE, FL 33301 17-836US

CONCEPTUAL RENDERING



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CONCEPTUAL RENDERING

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Exhibit 4

CONTINUATION SHEET		AIA DOCUMENT G703				PAGE 2 OF 2 PAGES			
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT					APPLICATION NO:				
ARCHITECT'S PROJECT NO:									
A	B	C	D	E	F	G	H	I	J
ITEM NO	DESCRIPTION	ORIGINAL SCHEDULED VALUE	COMPLETED FROM PREVIOUS APPLICATION	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C-H)	RETAINABLE (IF VARIABLE RATE)
Div. 1	General Requirements	12,000.00	0.00		0.00	0.00	0.00%	12,000.00	
1430	Testing	13,000.00	0.00		0.00	0.00	0.00%	13,000.00	
1510	FPL	4,800.00	0.00	1,273.02	0.00	1,273.02	26.52%	3,526.98	
1510	Water	4,000.00	0.00	70.20	0.00	70.20	1.76%	3,929.80	
1520	Portable Toilet	3,500.00	0.00	1,656.64	0.00	1,656.64	47.33%	0.00	
1530	Dumpster	25,000.00	0.00	12,187.90	0.00	12,187.90	48.75%	12,812.10	
1530	Construction Fence	6,500.00	0.00	4,050.00	0.00	4,050.00	62.31%	2,450.00	
1925	Insurance	15,000.00							
Div. 2	Site Construction								
2210	Survey	6,000.00	0.00	250.00	0.00	250.00	4.17%	5,750.00	
2315	Trenching and Concrete Cutting	40,000.00	0.00	17,026.14	0.00	17,026.14	42.57%	22,973.86	
2450	Foundation and Load-Bearing Elements	1.00	0.00		0.00	0.00	0.00%	1.00	
2600	Drainage, Containment, Water (Site Work)	140,000.00	0.00	16,965.30	0.00	16,965.30	12.12%	123,034.70	
2900	Landscaping and Irrigation	55,000.00	0.00	2,150.00	0.00	2,150.00	3.91%	52,850.00	
2700	Demolition	45,000.00	0.00	24,975.00	0.00	24,975.00	55.50%	20,025.00	
Div. 3	Concrete and Masonry	120,000.00	0.00	76,794.68	0.00	76,794.68	64.00%	43,205.32	
Div. 5	Metals								
5500	Exterior Railing and Screening	85,000.00	0.00		0.00	0.00	0.00%	85,000.00	
5500	Mezzanine Floor and Joist Reinforcement	60,000.00	0.00	60,000.00	0.00	60,000.00	100.00%	0.00	
5590	Structural Steel	55,000.00	0.00	13,500.00	0.00	13,500.00	24.55%	41,500.00	
Div. 6	Millwork								
6200	Mailboxes	1,100.00	1.00	1,003.35	0.00	1,004.35	91.30%	95.65	
6400	Wood Deck	60,000.00	1.00		0.00	1.00	0.00%	59,999.00	
Div. 7	Thermal and Moisture Protection								
7200	Insulation	24,000.00	0.00	2,512.70	0.00	2,512.70	10.47%	21,487.30	
7400	Roofing	95,000.00	0.00	48,351.64	0.00	48,351.64	50.90%	46,648.36	
Div. 8	Doors and Windows								
8050	StainGlass Windows Repair/Install	15,000.00	0.00	9,100.00	0.00	9,100.00	60.67%	5,900.00	
8900	Awning	50,000.00							
8200	Exterior Doors and Hardware	30,000.00	0.00	8,011.78	0.00	8,011.78	26.71%	21,988.22	
8300	Offices Glass Partition	60,000.00	0.00		0.00	0.00	0.00%	60,000.00	
8800	Window and Glazing	113,000.00	0.00	45,000.00	0.00	45,000.00	39.82%	68,000.00	
Div. 9	Finishes								
9200	Drywall and Framing	40,000.00	0.00	12,308.57	0.00	12,308.57	30.77%	27,691.43	
9300	Bath Tile - Wall and Floor	20,000.00	0.00		0.00	0.00	0.00%	20,000.00	
9600	Ceramic Tile and Floor Covering + Terrazzo	50,000.00	0.00		0.00	0.00	0.00%	50,000.00	
9600	Trim - Base Board	10,000.00	0.00		0.00	0.00	0.00%	10,000.00	
9700	Stucco	30,000.00	0.00	8,995.00	0.00	8,995.00	29.98%	21,005.00	
9900	Exterior and Interior Paint	40,000.00	0.00		0.00	0.00	0.00%	40,000.00	
9900	Exterior Pressure Wash	20,000.00							
Div. 11	Equipment								
1140	Elevator/Lift	40,000.00	0.00	17,333.00	0.00	17,333.00	43.33%	22,667.00	
Div. 15	Plumbing	160,000.00	0.00	59,773.00	0.00	59,773.00	37.36%	100,227.00	5,977.30
1530	Fire Sprinklers	50,000.00	0.00	43,600.00	0.00	43,600.00	87.20%	6,400.00	
1570	HVAC	251,900.00	0.00		0.00	0.00	0.00%	251,900.00	
Div. 16									
1	Kitchen and bar equipment	192,650.00							
2	Walk In Cooler	23,000.00							
3	Hood	40,000.00							
4	Audio / Video / Lighting	179,000.00							
5	OS&E	80,000.00							
6	Décor and Other	80,000.00							
7	FF&E	180,000.00							
Div. 17	Electrical	183,000.00	0.00	60,054.99	0.00	60,054.99	32.82%	122,945.01	6,005.50
	Fire Alarm	25,000.00	0.00	21,268.18	0.00	21,268.18	85.07%	3,731.82	
	OTHER COSTS								
	General Conditions and Fee	60,000.00	0.00	61,375.99	0.00	61,375.99	102.29%	-1,375.99	
	Utilities Consultants	5,000.00	0.00	1,200.00	0.00	1,200.00	24.00%	3,800.00	
	Architect & Consultants	140,000.00		80,997.23					
	SUBTOTAL	3,037,451.00	2.00	711,784.31	0.00	630,789.08	20.77%	1,405,168.56	11,982.80
	CHANGE ORDERS								
	HVAC	2500							
	Electrical	11,952.76	0.00	0.00	0.00	0.00	0.00%	11,952.76	
	Glazing	19,800.00							
	Sprinklers	3600		3600					
	GRAND TOTAL	3,075,303.76	2.00	711,784.31	0.00	630,789.08	20.51%	1,417,121.32	

List of all Jobs to be Created

EXHIBIT #3

Job Title	#	Brief Job Description	Annual Average Salary	Industry Average Salary	Experience/Education/Skills Required
General Manager	1	Buesiness Operations	\$100,000	\$100,000	Min 5 Years of Same
Assistant GM	1	Assistant to GM	\$60,000	\$60,000	Min 5 Years of Same
Exec Chef	1	Manages all food operations	\$90,000	\$90,000	Min 8 Years of Same
Sous Chef	1	Assist Exec Chef	\$45,000	\$45,000	Min 3 Years of Same
Beverag Manager	1	Operates bar service	\$50,000	\$50,000	Min 5 Years of Same
Cook	12	Kitchen Cook	\$14 ph	\$14 ph	
Prep	9	Food Preporation	\$13 ph	\$13 ph	
Dish	5	Dish Washer	\$10 ph	\$10 ph	
Server	20	Food Service	Server	Server	
Porter / Runner	20	Food Runner / Cleaner	Server	Server	
Host / Hostess	9	Customer Management	\$12	\$12	
Bartender	40	Bar Service	Server	Server	
Barback	12	Bar Support	Server	Server	
Other	10				

*USE ADDITIONAL SHEETS IF NECESSARY

Exhibit 6



BEFORE PHOTOS – Former Church Building at 441 NE 3RD Avenue



New Asta Pay Parking Lot directly across the street from the Abbey

EXISTING CHURCH RENOVATION

441 NE 3RD AVENUE, FORT LAUDERDALE, FL 33301

17-836US

04-15-2019

17-836US

EXISTING CHURCH RENOVATION
441 NE 3RD AVENUE, FORT LAUDERDALE, FL 33301

ISSUE: PERMIT-SET

04-15-2019

ISSUE: PERMIT-SET

IF APPLICABLE, THE IMAGES ON THIS PAGE ARE AS REFERENCES ONLY.

LANDSCAPE



TONNING & ASSOCIATES, INC.
4855 NW 92ND TERRACE
CORAL SPRINGS, FL 33067
TEL: 561.414.8269

CIVIL



BETA JONES GROUP, INC.
801 BRICKELL AVENUE, SUITE 900
MIAMI, FL 33131
TEL: 786.284.8828 FAX: 866.312.8730

FIRE PROTECTION & LIFE SAFETY



SLS CONSULTING, INC.
260 PALERMO AVENUE, CORAL GABLES,
FL 33134
TEL: 305.461.98528

STRUCTURAL
ENGINEER



BNI ENGINEERS
800 DOUGLAS ROAD, SUITE 300
CORAL GABLES, FLORIDA 33134
TEL: 305.442.7086

ARCHITECT
MECHANICAL / ELECTRICAL & PLUMBING



IDEA
3323 NE 163RD STREET, SUITE 200
NORTH MIAMI BEACH, FL 33160
TEL: 305.792.0015

Exhibit 7

1. AERIAL IMAGES



2. PROJECT DESCRIPTION

RENOVATION OF AN EXISTING BUILDING. THE STRUCTURE WAS PREVIOUSLY USED AS A CHURCH, BUT IS NOW VACANT. THE RENOVATION PROPOSES TO USE THE STRUCTURE FOR MIXED-USE EVENT SPACE, RESTAURANT AND RETAIL.

MAJORITY OF THE PROPOSED WORK IS IN KEEPING WITH THE EXISTING, WITH THE EXCEPTION OF REPLACING EXISTING SINGLE-HUNG WINDOWS ON THE FRONT (EAST) FACADE WITH NEW SINGLE-HUNG IMPACT WINDOWS WITH A PIVETER FRAME, CLEAR GLASS, AND DIVIDED LITES TO MATCH THE EXISTING. REPAIR OF THE EXISTING STAINED GLASS WINDOWS ON EAST FACADE, REINSTALLING STAINED GLASS WINDOWS ON THE NORTH FACADE.

3. GENERAL NOTES

1. N.O.A. OR NOTICE OF ACCEPTANCE SHALL BE AS PER DATABASE FOR PRODUCTS, CERTIFICATES AND LISTINGS THAT HAVE BEEN APPROVED FOR USE ON BUILDINGS BY MIAMI-DADE COUNTY.
2. PRIOR TO SUBMITTING BID, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR(S) TO FAMILIARIZE THEMSELVES WITH ALL THE EXISTING CONDITIONS AT THE SITE RELATIVE TO SCOPE OF WORK RELATING TO THIS PROJECT. MATERIALS HANDLING, STORAGE AND DELIVERY, WORKING SPACE AVAILABLE, SAFETY PRECAUTIONS REQUIRED, AND ALL OTHER CONDITIONS NECESSARY TO THE MAKING OF AN ACCURATE AND COMPLETE PROJECT BID. NO INCREASE IN PROJECT COST WILL BE ALLOWED FOR FAILURE OF THE CONTRACTOR TO KNOW EXISTING SITE CONDITIONS.
3. INSURANCE: THE GENERAL CONTRACTOR AND EACH SUBCONTRACTOR SHALL HAVE WORKMAN COMPENSATION AS REQUIRED BY LAW AS PER AGREEMENT AND SUFFICIENT PROTECTION FOR CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH.
4. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AS REQUIRED FOR COMPLETION OF WORK.
5. ALL WORK TO BE PERFORMED UNDER THIS CONTRACT SHALL COMPLY WITH THE 2017 EDITION OF THE FLORIDA BUILDING CODE, CITY LABOR LAWS, CITY ORDINANCES, CITY COUNTY ZONING CODES, RULES AND REGULATIONS, AND ANY APPLICABLE CODES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS AND CERTIFICATIONS TO CARRY OUT THE WORK DESCRIBED IN THE REPAIR DOCUMENTS.
7. THE GENERAL CONTRACTOR SHALL SUBMIT SHOP DRAWINGS, PRODUCT DATA AND SAMPLES TO THE ARCHITECT FOR APPROVAL PRIOR TO FABRICATION.
8. CONTRACTORS SHALL VISIT THE PROJECT SITE TO VERIFY ALL CONDITIONS, DIMENSIONS, ETC.
9. THE G. C. SHALL ALLOW A MAXIMUM OF 14 DAYS TURN AROUND TIME FOR THE ARCHITECT TO PROCESS SHOP DRAWINGS. THE GENERAL CONTRACTOR SHALL SUBMIT ONE REPRODUCIBLE AND A MINIMUM OF SEVEN PRINTS OR SEVEN COPIES IF SUBMISSIONS ARE 8-1/2" X 11".
10. G. C. SHALL REVIEW ALL SUBMISSIONS PRIOR TO SUBMITTING TO THE ARCHITECT AND CONSULTING ENGINEERS FOR THEIR APPROVAL.
11. ALL PLAN DETAILS AND WALL SECTIONS ARE ASSUMED TO BE TYPICAL CONDITIONS UNLESS DETAILED OR NOTED OTHERWISE.
12. THE GENERAL CONTRACTOR SHALL ASSUME ALL REQUIRED GUARANTEES, WARRANTIES AND MAINTENANCE CONTRACTS EXECUTED BY EACH OF THE RESPECTIVE MANUFACTURERS, SUPPLIERS AND SUBCONTRACTORS.
13. THE G. C. SHALL SUBMIT THE ABOVE INFORMATION TO THE ARCHITECT AND CONSULTING ENGINEER.
14. THE GENERAL CONTRACTOR SHALL PROVIDE 10% ADDED STOCK OF ALL FINISH ITEMS (WALL COVERINGS, FABRICS, CARPETS, LIGHT BULBS, FLOOR TILE, ETC.) UNLESS NOTED OTHERWISE.
15. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS. ANY DISCREPANCIES WITH THE DRAWINGS, DIMENSIONS OR OTHERWISE SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION.
16. DO NOT SCALE DRAWINGS TO OBTAIN DIMENSIONS. ANY DIMENSIONS NOT INDICATED ON DRAWINGS SHALL BE CONFIRMED WITH ARCHITECT.
17. THE GENERAL CONTRACTOR GUARANTEES AND WARRANTS THAT ALL WORK PERFORMED SHALL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR AFTER THE ISSUANCE OF THE CERTIFICATE OF FINAL COMPLETION. ANY DEFECTS OR DAMAGE DISCOVERED DURING SAID PERIOD SHALL BE REPAIRED OR REPLACED BY THE GENERAL CONTRACTOR AS DIRECTED IN WRITING BY THE ARCHITECT WITH NO COST TO THE OWNER.
18. MATERIALS SHALL BE NEW, OF QUALITY SPECIFIED, DELIVERED IN A TIMELY FASHION AND AMPLIFIED QUANTITY TO PREVENT DELAY OF WORK. SUBSTITUTIONS REQUIRE PRIOR APPROVAL FROM THE ARCHITECT/OWNER.
19. UPON COMPLETION OF PROJECT, THE GENERAL CONTRACTOR SHALL PROVIDE TWO (2) SETS AND (1) PDF FILE OF AS-BUILT DRAWINGS TO THE ARCHITECT FOR FINAL REVIEW AND SUBMITTAL TO OWNER.
20. NO SUBSTITUTIONS ARE ALLOWED UNLESS APPROVED BY THE ARCHITECT/ENGINEER.
21. IF THERE IS A DISCREPANCY BETWEEN THE WRITTEN AGREEMENT, THE DRAWINGS OR SPECIFICATIONS, THEN WRITTEN AGREEMENT SHALL GOVERN. CONFLICT SHALL BE BROUGHT TO ARCHITECT'S ATTENTION.
22. THE G. C. SHALL SUBMIT IN WRITING ALL REQUESTS FOR SUBSTITUTIONS.
23. ALL EXTERIOR WORK WILL REQUIRE SEPARATE PERMITS.
24. THE CONTRACTOR SHALL AT HIS DISCRETION SHALL EMPLOY A SPECIALTY STRUCTURAL ENGINEER, A REGISTERED PROFESSIONAL ENGINEER FOR THE DESIGN OF ANY TEMPORARY BRACING AND SHORING. THE CONTRACTORS WORK SHALL INCLUDE BRACING AND TEMPORARY SHORING AS NECESSARY UNDER SEPARATE PERMIT TO PREVENT MOVEMENT OF THE STRUCTURE AND STRUCTURAL ELEMENTS UNTIL ALL NEW CONSTRUCTION IS PROPERLY IN PLACE.
25. ALL PERMANENT EMERGENCY INFORMATION SIGNALING SHALL BE TACTILE AND BRAILLE.
26. SLOPE OF GROUND AND FLOOR SURFACES CANNOT EXCEED 2%.

4. APPLICABLE CODES

- 2017 FLORIDA BUILDING CODE: BUILDING (FIRST PRINTING)
- 2017 FLORIDA BUILDING CODE: ACCESSIBILITY
- 2017 FLORIDA BUILDING CODE: FUEL GAS
- 2017 FLORIDA BUILDING CODE: MECHANICAL
- 2017 FLORIDA BUILDING CODE: PLUMBING
- 2017 NATIONAL ELECTRIC CODE
- 2008 EDITION NFPA LIFE SAFETY CODE
- 2015 EDITION NFPA 72
- 2017 FLORIDA FIRE PREVENTION CODE

5. LEGAL DESCRIPTION

A portion of Lots 1 and 2, Block 25 ADAMANT PLAY OF BLOCKS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 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, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

6. SCOPE OF REHABILITATION

- LEVEL 1 ALTERATIONS
- EXISTING BUILDING SHELL RENOVATION
(AS PER FIRE RISK: BLOSS SECTION 404)
- SCOPE OF REHABILITATION
FAC - LEVEL 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 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, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

PROPOSED OCCUPANCY TYPE: CHURCH WITH INTERNAL USE OF RETAIL AND OFFICES

TOTAL SQUARE FEET: TOTAL GROSS SQ. FT. 12,388

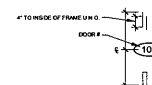
TOTAL LEVELS / STORIES: 2

TOTAL OCCUPANTS: 714

7. SITE INFO

PROPERTY ADDRESS: 441 & 442 NE 3RD AVE

</

[illegible]

ROOM NUMBER INTO WHICH IT STANDS

Owner A.G. Officer J.F.G. Contractor J.F.G.	Field ARCHITECTURE Scale AS SHOWN Date 04-15-2018
Project Manager A.G.	Dwg no
Project 17-836US	A-011

TO THE BEST OF MY KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH THIS SECTION AND 633 FLORIDA STATUTES.

REV.	DATE	DESCRIPTION	BY	CHK

ALL MEASUREMENTS MUST BE VERIFIED BEFORE BEGINNING THE WORK. NO MEASUREMENTS ARE TO BE BASED DIRECTLY FROM THIS DRAWING.

ISSUED FOR PERMIT

URBN Flagler, LLC

1111 PINE CENTRE BLVD., SUITE 402
MIAMI GARDENS, FL 33149

EXISTING BUILDING RENOVATION

441 NE 3RD AVE
FT LAUDERDALE, FL 33301

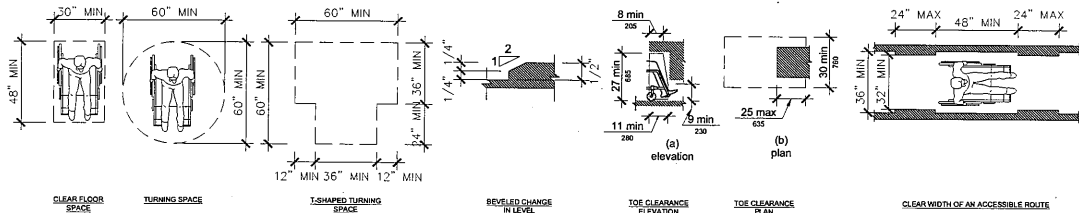
ACCESSIBLE DETAILS

Owner: A.G.
Architect: J.F.G.
Project Manager: J.F.G.

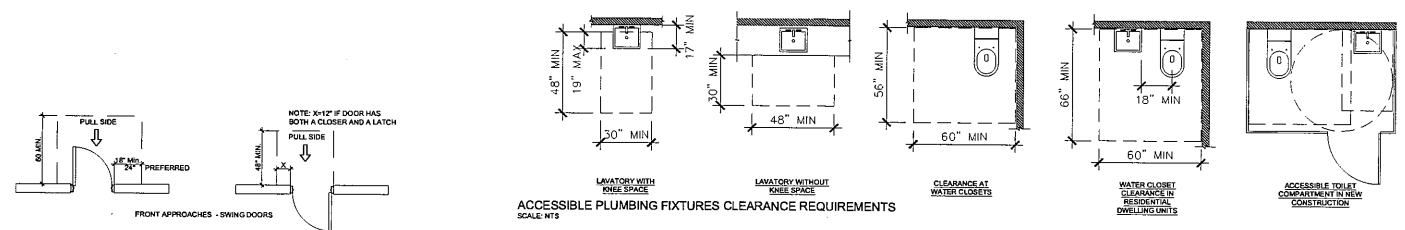
Project: A.G.
Date: 04-15-2019

Project: 17-836US

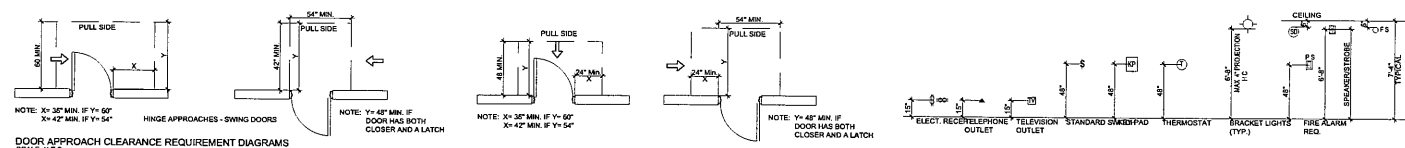
Architect: A-012



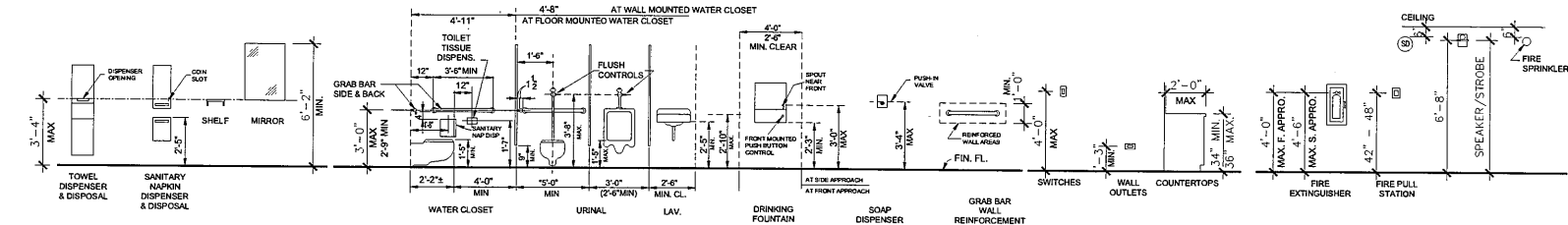
GENERAL ACCESSIBLE CLEARANCE REQUIREMENTS
SCALE: N.T.S.



ACCESSIBLE PLUMBING FIXTURES CLEARANCE REQUIREMENTS
SCALE: N.T.S.



DOOR APPROACH CLEARANCE REQUIREMENT DIAGRAMS
SCALE: N.T.S.



ACCESSIBLE MOUNTING HEIGHTS FOR FIXTURES & ACCESSORIES
SCALE: N.T.S.

international design

idea

engineering architecture

3333 NE 13RD STREET, SUITE 200
NORTH MIAMI BEACH, FL 33160
Tel: (305) 738-8015
Fax: (305) 931-0279

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TO THE BEST OF MY KNOWLEDGE,
THE PLANS AND SPECIFICATIONS
COMPLY WITH THE APPLICABLE
MINIMUM BUILDING CODES AND
THE APPLICABLE FIRE SAFETY
STANDARDS AS DETERMINED BY
THE LOCAL AUTHORITY IN
ACCORDANCE WITH THIS
SECTION AND 631 FLORIDA
STATUTES.

27 FRANKLIN BOYER
48-0107

CONTRACTOR

REV.	DATE	DESCRIPTION	BY	CHK

ALL MEASUREMENTS MUST BE VERIFIED BEFORE BEGINNING THE WORK.
FIELD MEASUREMENTS ARE TO BE TAKEN DIRECTLY FROM THIS DRAWING.

Issue

ISSUED FOR PERMIT

Client

URBN Flagger, LLC
1111 PARK CENTRE BLVD., SUITE 402
MIAMI GARDENS, FL 33168

Client reference number

Project

EXISTING BUILDING
RENOVATION
481 NE 3RD AVE
FT LAUDERDALE, FL 33301

Title

SITE PLAN

Drawn A.G.

Checked J.F.G.

Approved J.F.G.

Project Manager A.G.

Project 17-836US

Rev. ARCHITECTURE

Scale AS SHOWN

Date 04-15-2019

Proj. No.

Proj. No.

Proj. No.

Proj. No.

Proj. No.

Proj. No.

Proj. No.

Proj. No.

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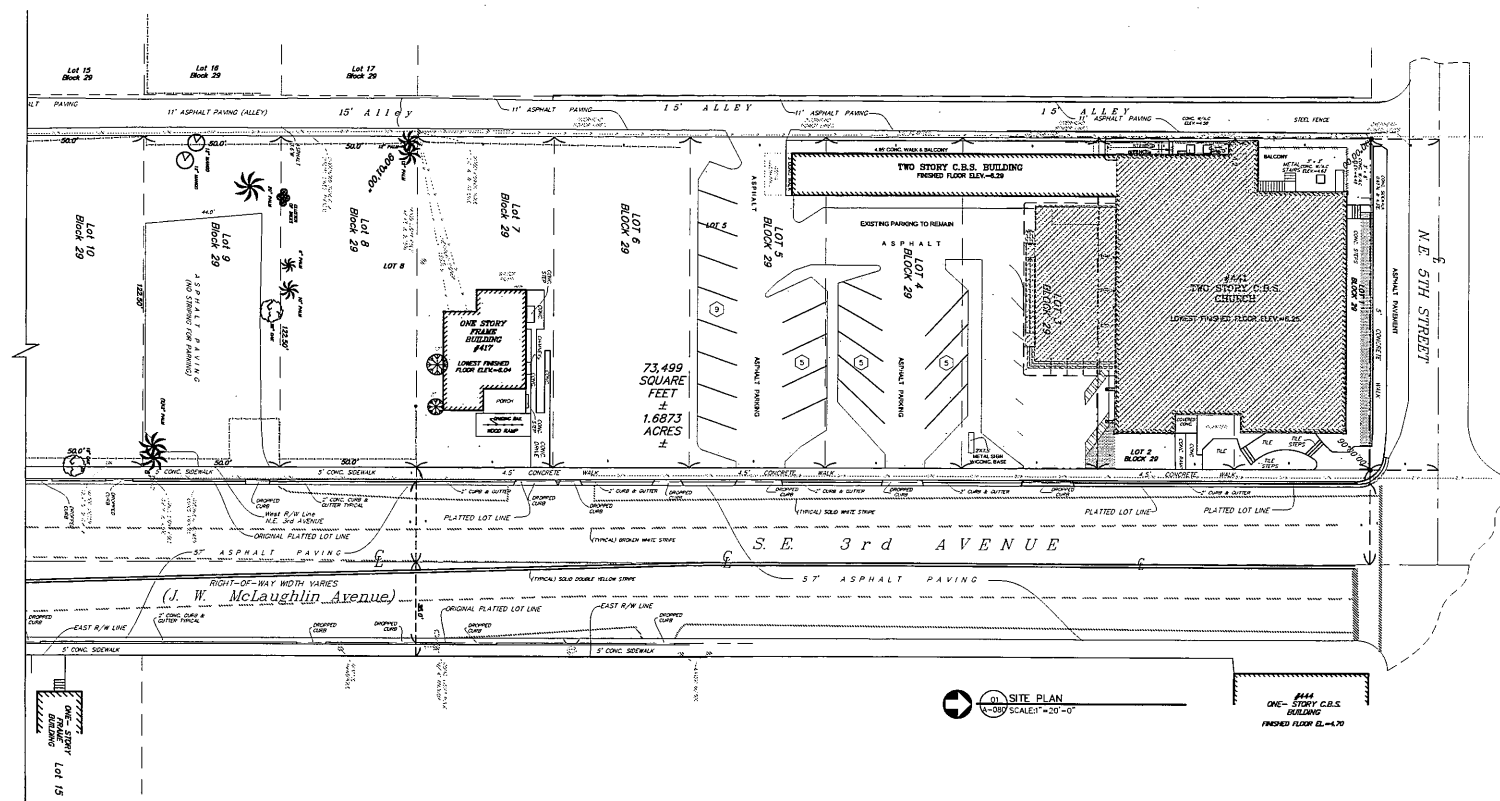
Proj. No.

Proj. No.

Proj. No.

Proj. No.

Proj. No.



1" = 20'-0" SITE PLAN

1" = 20'-0" SITE PLAN

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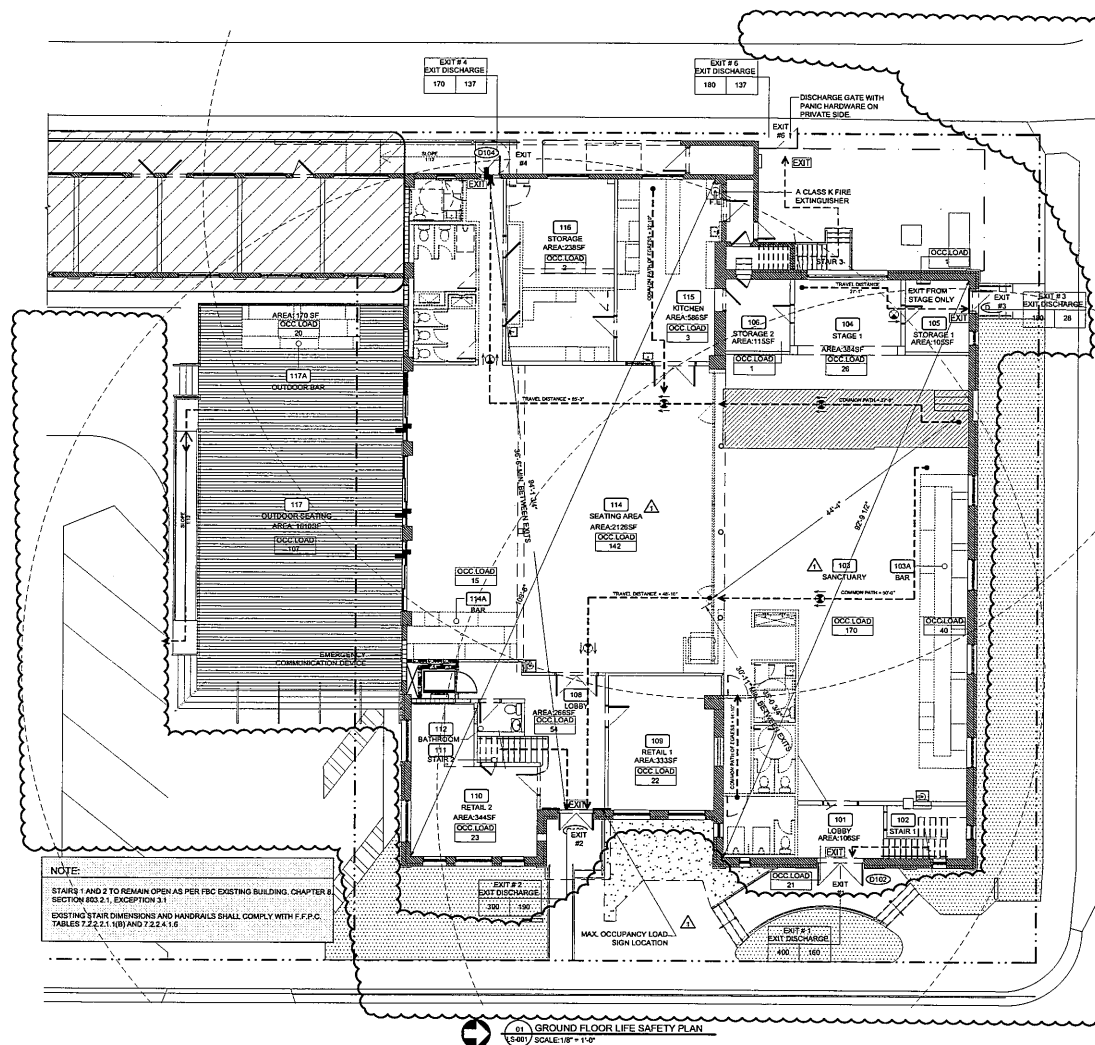
1" = 20'-0" SITE PLAN

1" = 20'-0" SITE PLAN

1" = 20'-0" SITE PLAN

1" = 20'-0" SITE PLAN

1" = 20'-0" SITE PLAN



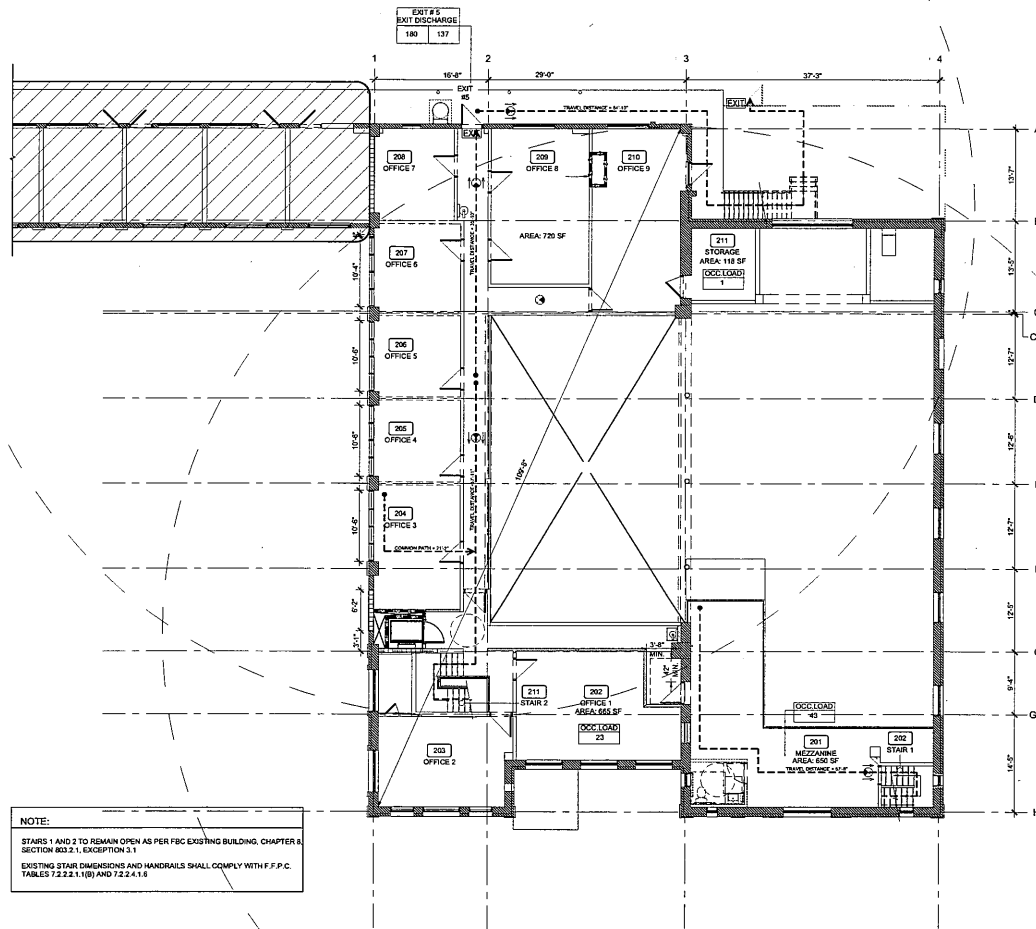
OCCUPANCY DATA SUMMARY (W/OUT ASSUMES)						
DISPOSITION	OCCUPANCY CLASSIFICATION	AREA (sq ft)	DESIGNATED OCCUPANCY	DESIGNATED OCCUPANCY	DESIGNATED OCCUPANCY	DESIGNATED OCCUPANCY
GROUND FLOOR						
	ASSEMBLY	106 sq ft	5 ft/sq	21,200 persons	4,240 inches	
SANCTUARY	ASSEMBLY	810 sq ft	7 ft/sq	56,700 persons	103,800 inches	
	ASSEMBLY	810 sq ft	7 ft/sq	115,710 persons	23,140 inches	
SANCTUARY BAR	ASSEMBLY	388 sq ft	200 ft/sq	1,320 persons	0.26 inches	
	SEQUENCE	127 sq ft	200 ft/sq	20,300 persons	7.07 inches	
SANCTUARY STAGE	ASSEMBLY	344 sq ft	10 ft/sq	36,800 persons	8,300 inches	
STORAGE 1	STORAGE	105 sq ft	200 ft/sq	1 person	0.2 inches	
STORAGE 2	STORAGE	115 sq ft	200 ft/sq	1 person	0.2 inches	
LOBBY	ASSEMBLY	374 sq ft	5 ft/sq	54,600 persons	10,860 inches	
	SEQUENCE	210 sq ft	10 ft/sq	141,710 persons	26,340 inches	
SEATING AREA	ASSEMBLY	114 sq ft	200 ft/sq	0.27 persons	0.11 inches	
	SEQUENCE	22,474 ft	10 ft/sq	14,630 persons	2,917 inches	
RETAIL	MISCELLANEOUS	450 sq ft	10 ft/sq	45,330 persons	9,066 inches	
KITCHEN	KITCHEN	565 sq ft	10 ft/sq	56,530 persons	11,306 inches	
OUTDOOR STORAGE	STORAGE	236 sq ft	200 ft/sq	1.19 persons	0.40 inches	
KITCHEN SEATING	ASSEMBLY	190 sq ft	15 ft/sq	106,330 persons	21,260 inches	
OUTDOOR BAR	ASSEMBLY	115 sq ft	10 ft/sq	1,150 persons	13,810 inches	
	SEQUENCE	300 sq ft	10 ft/sq	20,300 persons	4,057 inches	
TOTAL		83323 sq ft		647,233 persons	129,433 inches	
SECOND FLOOR						
OFFICE SPACE	BUSINESS	2204 sq ft	100 ft/sq	22,560 persons	4,493 inches	
MEZZANINE	ASSEMBLY	650 sq ft	15 ft/sq	43,330 persons	8,67 inches	
STORAGE	STORAGE	118 sq ft	200 ft/sq	0.59 persons	0.11 inches	
TOTAL		3062 sq ft		66,480 persons	13,327 inches	
		11400 sq ft		714,693 persons	142,800 inches	

2. REBROOM FIXTURES				
DESIGNATION	TOTAL PERSONS	WATER CLOSETS	URINALS	LABETORES
MALE	357 persons	3	3	2
FEMALE	357 persons	6	-	3
ADA BATHROOMS		3	3	3
TOTAL		12	3	8

3	COMMON PATH OF EGRESS ALLOWED	(IFC SECTION 1031.2) (IFC SECTION 4)
	GROUP A-2 WITH SPRINKLER SYSTEM, (MORE THAN 30 PERSONS OCCUPANT LOAD)	" 75 FEET ALLOWED

4	MINIMUM AISLE EGRESS WIDTH ALLOWED (FBC SECTION 1005.1)
GROUP A-2 = 36 inches OR GREATER	(AS DETERMINED BY FBC TABLE 1005.1)

international design			
idea			
ONE WAY INLET OFF-PAVEMENT SIDEWALK CLOSURE	3322 NE 163RD STREET, SUITE 200 NORTH MIAMI BEACH, FL 33160 Tel: (305) 752-0015 Fax: (305) 831-0279 WWW.ABSOLUTEIDEA.COM © 1997 AIA ALL RIGHTS RESERVED		
TO THE BEST OF MY KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE LOCAL BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH THIS SECTION AND 833 FLORIDA STATUTES. <i>Said</i> _____ SIGNATURE & COVER ALL PAGES			
CONTRACTOR			
REV.	DATE	DESCRIPTION	REVISION NO.
A	05/14/15	BLOD DPT COMMENTS	
C	05/13/19	COORDINATION	
ALL MEASUREMENTS MUST BE VERIFIED BEFORE OCCUPANCY REGARDLESS OF THE WORKS IF SOME DIMENSIONS ARE TO BE TAKEN DIRECTLY FROM THIS DRAWING)			
Date ISSUED FOR PERMIT			
Draft URBAN Flagler, LLC 1111 PARK CENTRE BLVD., SUITE 402 MIAMI GARDENS, FL 33169			
Draft reference number			
Paved EXISTING BUILDING RENOVATION 441 N 3RD AVE. FT LAUDERDALE, FL 33301			
Title GROUND FLOOR LIFE SAFETY PLANS			
Drawn: J.G. Written: J.F.C. Approved: J.P.O.	Firm: ARCHITECTURE State: AS SHOWN Date: 06-15-2019		Project Manager: J.G.
Project: 17-386US			



21 SECOND FLOOR LIFE SAFETY PLAN
SCALE: 1/8" = 1'-0"

1	OCCUPANCY CLASSIFICATION	AREAS	OCCUPANT CLASS	OCCUPANT CLASS	STAIRS WIDTH
GROUND FLOOR	ASSEMBLY	106 sq ft	57 sq ft	21.20 persons	4.24 inches
SAINTUARY	ASSEMBLY	810 sq ft	15 sq ft	64.50 persons	10.8 inches
SAINTUARY BAR	ASSEMBLY	810 sq ft	7 sq ft	115.71 persons	23.14 inches
SAINTUARY STAGE	ASSEMBLY	201 sq ft	200 sq ft	1.36 persons	0.36 inches
STORAGE 2	STORAGE	115 sq ft	107 sq ft	38.38 persons	7.81 inches
LOBBY 2	ASSEMBLY	394 sq ft	15 sq ft	28.50 persons	5.23 inches
SEATING	ASSEMBLY	114 sq ft	200 sq ft	1 person	0.2 inches
SEATING	ASSEMBLY	224 sq ft	107 sq ft	54.4 persons	10.88 inches
RETAIL	MERCANTILE	677 sq ft	15 sq ft	141.73 persons	28.34 inches
KITCHEN	KITCHEN	586 sq ft	200 sq ft	5.57 persons	0.11 inches
KITCHEN STORAGE	STORAGE	238 sq ft	200 sq ft	14.89 persons	3.37 inches
OUTDOOR SEATING	ASSEMBLY	1002 sq ft	15 sq ft	65.13 persons	0.02 inches
OUTDOOR BAR	ASSEMBLY	115 sq ft	200 sq ft	0.55 persons	0.11 inches
TOTAL		6323 sq ft	107 sq ft	25.35 persons	4.07 inches
SECOND FLOOR					
OFFICE SPACE	BUSINESS	2294 sq ft	108 sq ft	23.94 persons	4.50 inches
MEZZANINE	ASSEMBLY	688 sq ft	15 sq ft	43.33 persons	8.07 inches
STORAGE	STORAGE	118 sq ft	200 sq ft	6.99 persons	0.11 inches
TOTAL		3007 sq ft	200 sq ft	68.86 persons	13.37 inches
TOTAL		9330 sq ft	207 sq ft	74.21 persons	14.28 inches

MINIMUM EGRESS WIDTH: 7'10" OCC. 6.2" + 142.8" (FBC SECTION 1006)
EGRESS PROVIDED: 7'10" OCC. 6.2" + 142.8" (FBC SECTION 1006)
DOORS REQUIRED: 4 / 714.09 persons
DOORS PROVIDED: 8 / 714.09 persons
NOTE: THE ELEVATION OF THE FLOOR SURFACES SHALL NOT VARY MORE THAN 1" ON EITHER SIDE OF AN EGRESS DOOR.
FOR NFPA 1010.1.2.2

2	RESTROOM FEATURES	WATER CLOSURE	WATER CLOSURE	WATER CLOSURE
MALE	357 persons	3	3	3
FEMALE	357 persons	6	-	3
ADA BATHROOMS		3	-	3
TOTAL		12	3	6

3 COMMON PATH OF EGRESS ALLOWED (FBC SECTION 1004.3)
GROUP A-2 WITH SPRINKLER SYSTEM (MORE THAN 50 PERSONS OCCUPANT LOAD)
+ 8 FEET ALLOWED

4 MINIMUM ADEQUATE EGRESS WIDTH ALLOWED (FBC SECTION 1004.3)
GROUP A-2 + 28 inches OR GREATER (AS DETERMINED BY FBC TABLE 1005.1)
+ 8 FEET ALLOWED

5	EGRESS ACCESS TRAVEL DISTANCE ALLOWED (FBC SECTION 1004.3) (FBC SECTION 1004.3)	EGRESS ACCESS TRAVEL DISTANCE ALLOWED (FBC SECTION 1004.3) (FBC SECTION 1004.3)
GROUP A-2 WITH SPRINKLER SYSTEM	WALLS + CEILING FINISH	WALLS + CEILING FINISH
WALLS + CEILING FINISH	EXIT ACCESS CORRIDORS	EXIT ACCESS CORRIDORS
EXIT ACCESS CORRIDORS	VERTICAL EGRESS - EXIT PASSAGeways	VERTICAL EGRESS - EXIT PASSAGeways
VERTICAL EGRESS - EXIT PASSAGeways	ROOMS - ENCLOSED SPACES	ROOMS - ENCLOSED SPACES
ROOMS - ENCLOSED SPACES	FLOORS FINISH	FLOORS FINISH
FLOORS FINISH	EXIT ENCLOSURES	EXIT ENCLOSURES
EXIT ENCLOSURES	EXIT PASSAGeways	EXIT PASSAGeways
EXIT PASSAGeways	CORRIDORS	CORRIDORS

6 FIRE EXTINGUISHER ANALYSIS CLASSIFICATION OF HAZARD (NFPA 1010.1.2.2)
MINIMUM RATED SINGLE EXTINGUISHER: 1A
+ 1A

7 LIFE SAFETY LEGEND

1 - 1 HOUR FIRE RATED WALL	1 - FIRE EXTINGUISHER	NOTE:
2 - 2 HOUR FIRE RATED WALL	2 - FIRE EXTINGUISHER	1 - FIRE EXTINGUISHER
3 - TRAVEL DISTANCE	3 - FIRE EXTINGUISHER	1 - 1A180-75/1200 5.5' REACHABLE WITHIN 75' F. OF TRAVEL DISTANCE FROM ANY POINT.
EXIT	EXIT LIGHT	
EGRESS DISCHARGE	SMOKE DETECTOR	
	FIRE EXTINGUISHER CABINET	

international design
idea
3333 NE 13TH STREET, SUITE 200
NORTH MIAMI BEACH, FL 33160
Tel: (305) 742-0015
Fax: (305) 742-1079
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TO THE BEST OF MY KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH THIS SECTION AND 803.1 FLORIDA STATUTES.

CONTRACTOR

REV. DATE DESCRIPTION

15/14/19 BLDG DPT COMMENTS

ALL MEASUREMENTS MUST BE VERIFIED BEFORE BEGINNING THE WORK. MEASUREMENTS ARE TO BE TAKEN DIRECTLY FROM THIS DRAWING.

ISSUED FOR PERMIT

URBN Flagler, LLC
1111 PARK CENTRE BLVD., SUITE 402
MIAMI GARDENS, FL 33169

EXISTING BUILDING RENOVATION

441 NE 3RD AVE
FT LAUDERDALE, FL 33301

SECOND FLOOR LIFE SAFETY PLAN

Drawn: A.G.
Checked: J.F.G.
Approved: J.F.G.

Project: 17-836US

File: LS 002

Project: 17-836US

File: LS 002

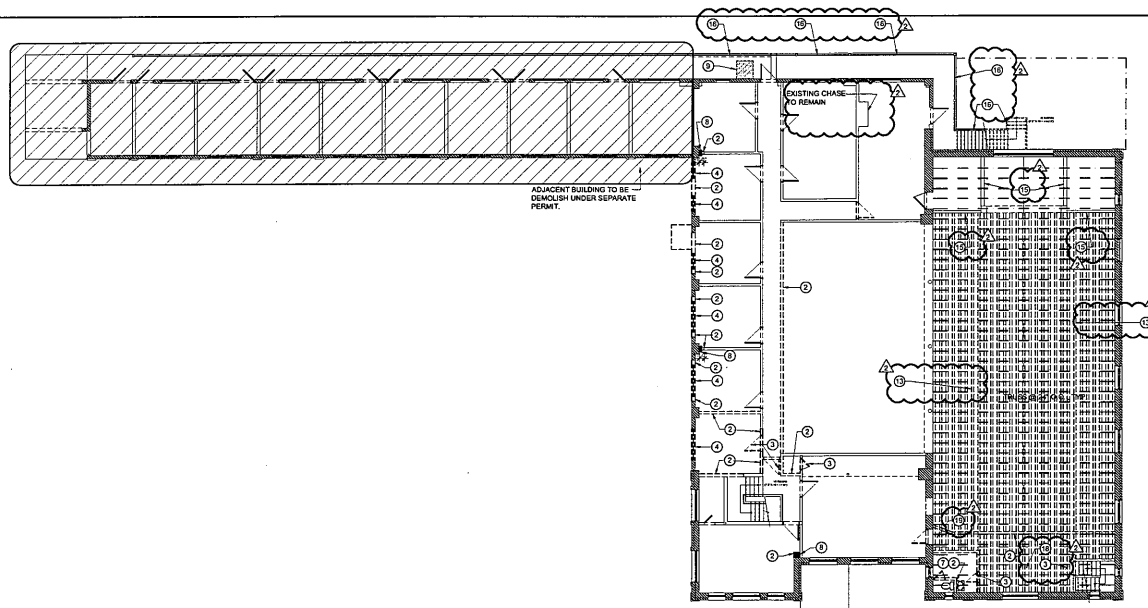
Project: 17-836US

File: LS 002

Project: 17-836US

File: LS 002

SIZE A1



01 SECOND FLOOR DEMOLITION PLAN
A-10 SCALE: 1/8" = 1'-0"

DEMOLITION KEY NOTES:

- THIS DRAWING IS ONLY TO ASSIST IN SHOWING THE SCOPE OF DEMOLITION WORK. CONTRACTOR SHALL REMOVE ALL EXISTING ITEMS AND DEBRIS FROM SITE AS REQUIRED TO COMPLETE THE JOB.
- NO EXISTING BUILDING STRUCTURES OR EXTERIOR WALLS ARE TO BE DEMOLISHED OR MODIFIED IN ANY WAY WITHOUT PRIOR CONSULTATION FROM ARCHITECT OR ENGINEER.
- DURING THE PROCESS OF DEMOLITION, THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO ASSURE THE SAFETY OF CREW AND WALL PUBLIC THROUGHOUT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING A WALK-THRU OF THE SITE AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS PRIOR TO COMMENCING ANY DEMOLITION WORK AND TO AVOID CONFLICTS.
- CONTRACTOR SHALL IDENTIFY ANY POSSIBLE CRITICAL ITEMS, NOT ADDRESSED OR INCORRECTLY ADDRESSED ON THE DEMOLITION PLANS AND ON SITE, WHICH REQUIRE REMOVAL AND OR RELOCATION.
- CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING ALL EXISTING WATER, SANITARY, AND ELECTRICAL SERVICE LINES WHICH ARE TO REMAIN AND NEED TO BE PROTECTED FROM DAMAGE DURING DEMOLITION.
- SHORING SHALL BE INSTALLED TO SUPPORT EXISTING CONSTRUCTION AS REQUIRED IN A MANNER SUITABLE TO THE WORK SEQUENCES.
- DEMOLITION DEBRIS SHALL NOT BE ALLOWED TO DAMAGE OR OVERLOAD EXISTING STRUCTURE OR ANY STRUCTURE NOT INCLUDED ON THE DEMOLITION PLAN.
- EXECUTION OF DEMOLITION SHALL PROGRESS IN SUCH A MANNER AS NOT TO INTERFERE WITH THE SAFETY AND CONVENIENCE OF THE PUBLIC AND THOSE AROUND THE SITE.
- WASTE MATERIAL AND RUBBISH FROM DEMOLITION OPERATION SHALL BE REMOVED FROM SITE AS RAPIDLY AND SAFELY AS POSSIBLE.
- WASTE MATERIAL AND RUBBISH FROM DEMOLITION OPERATION SHALL NOT BE ALLOWED TO ACCUMULATE ON PREMISES; DISPOSAL OF MATERIALS WILL BE AT DISCRETION OF THE CONTRACTOR.
- CONTRACTOR IS RESPONSIBLE FOR KEEPING THE PREMISES CLEAN AND CLEAR OF UNNECESSARY DEBRIS AT ALL TIMES ENSURING THAT THERE IS NO LOOSE MATERIALS OR ITEMS WHICH MAY CAUSE INJURY.
- ONLY DEMOLISH & REMOVE EXISTING CONDITIONS AS SHOWN ON DEMOLITION PLANS UNLESS OTHERWISE NOTED.
- IF HAZARDOUS MATERIAL OR ANY TYPE OF POTENTIALLY HAZARDOUS / DANGEROUS CONDITIONS OR SITE CONTAMINATION IS PRESENT ON SITE, DO NOT DISTURB AND IMMEDIATELY NOTIFY ARCHITECT AND THE OWNER.

DEMOLITION KEY NOTES:

ALL EXISTING ELECTRICAL DEVICES AND LIGHT FIXTURES IN THE AREA OF DEMOLITION SHALL BE DISCONNECTED AND REMOVED PRIOR TO BID. CONTRACTOR SHALL VISIT THE JOB SITE AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS. THE DEMOLITION OF ALL ELECTRICAL DEVICES SHALL BE INCLUDED IN THE BID PRICE. ELECTRICAL CONTRACTOR SHALL DISCONNECT POWER FROM AREA OF DEMOLITION AND MAKE THE AREA SAFE FOR DEMOLITION CREW. REPORT ANY DISCREPANCIES TO THE ARCHITECT OR ENGINEER PRIOR TO BID. REFER TO ARCHITECTURAL DRAWINGS FOR DEMOLITION DETAILS.

CONTRACTOR SHALL DISCONNECT AND REMOVE ALL EXISTING ELECTRICAL WORK ASSOCIATED WITH WALLS BEING DEMOLISHED AND/OR IN CONFLICT WITH NEW CONSTRUCTION.

ELECTRICAL WORK IN WALLS AND CEILINGS BEING DEMOLISHED, OR IN CONFLICT WITH NEW CONSTRUCTION SHALL BE REMOVED AND ALL WIRING SHALL BE REMOVED AND CAPPED AT THE ORIGINAL PANEL. ELECTRICAL WORK IN WALLS AND ABOVE CEILINGS, SHALL BE REMOVED. WIRING SHALL BE REMOVED COMPLETELY.

ALL ELECTRICAL WORK IN AREAS NOT AFFECTED BY THIS DEMOLITION SHALL REMAIN ENERGIZED FROM EXISTING CIRCUITS IF USED FOR EXISTING LOADS TO REMAIN. OBSERVE ALL PRESENT SAFETY MEASURES AND VERIFY ALL COPIES ARE CORRECTLY SIZED AND OPERATIONAL.

REFER TO ARCHITECTURAL AND STRUCTURAL DEMOLITION DRAWINGS FOR EXACT LOCATION OF AREAS TO BE REMOVED AND AREAS TO REMAIN.

GENERAL DEMOLITION NOTES

- REFER TO ELECTRICAL DEMOLITION AND MECHANICAL DEMOLITION PLANS FOR THEIR SCOPE.
- ALL IN WALL UNITS ARE TO BE REMOVED. EXISTING OPENING FROM UNIT TO BE BLOCCED UP. REFER TO PROPOSED ARCHITECTURAL PLANS FOR FINISH.

DEMOLITION NOTES

- REMOVE EXISTING EXTERIOR WALL
- REMOVE EXISTING INTERIOR WALL PARTITIONS
- REMOVE EXISTING DOORS
- REMOVE EXISTING WINDOWS
- REMOVE EXISTING FLOORING
- REMOVE EXISTING STEPS
- REMOVE EXISTING PLUMBING FIXTURES
- PARTIAL DEMOLITION OF EXISTING SLAB
- PARTIAL DEMOLITION OF EXISTING ROOF
- PARTIAL DEMOLITION OF EXISTING STAGE
- EXISTING KITCHEN EQUIPMENT AND CABINETS TO BE REMOVED
- EXISTING FAN TO BE REMOVED
- EXISTING WOOD FARRING TO BE REMOVED
- EXISTING LANDSCAPING TO BE REMOVED
- EXISTING WOOD STUDS ON 2ND FLOOR
- MECHANICAL ROOMS TO BE REMOVED
- EXISTING RAILING TO BE REMOVED
- EXISTING ALARM SYSTEM TO BE COMPLETELY REMOVED. REFER TO ELECTRICAL DEMOLITION DWGS
- EXISTING STEP UP TO BE REMOVED, LEVEL FLOOR WITH MEZZANINE, IF STRUCTURE DOES NOT PERMIT CONTRACTOR TO NOTIFY ARCHITECT PRIOR TO DEMOLITION.
- PARTIAL GYPSUM BOARD CEILING BUILD OUT TO BE REMOVED AND STRUCTURE EXPOSED.

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STEPHANE LEONARD
NO 2187

CONTRACTOR

REV.	DATE	DESCRIPTION	BY	APPROVED BY
1	05/31/19	COORDINATION		

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Client: **URBN Flagler, LLC**
1111 PARK CENTRE BLVD., SUITE 402
MIAMI GARDENS, FL 33168

Client reference number:

Project: **EXISTING BUILDING RENOVATION**
441 NE 3RD AVE
FT LAUDERDALE, FL 33301

Title: **DEMOLITION FLOOR PLANS**

Drawn A.G.	Issue: ARCHITECTURE
Checked J.F.G.	Scale: AS SHOWN
Approved J.F.G.	Date: 04-15-2019
Project Manager A.G.	Drawn by:
Page: 17-836US	Sheet: A-101

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STANDARDS AS DETERMINED BY
THE LOCAL AUTHORITY IN
ACCORDANCE WITH THIS
SECTION AND 633 FLORIDA
STATUTES.

CONTRACTOR:

REV.	DATE	DESCRIPTION	BY	CHK.
1	10/14/19	BLOG DPT COMMENTS		
2	10/21/19	COORDINATION		

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MIAMI GARDENS, FL 33169

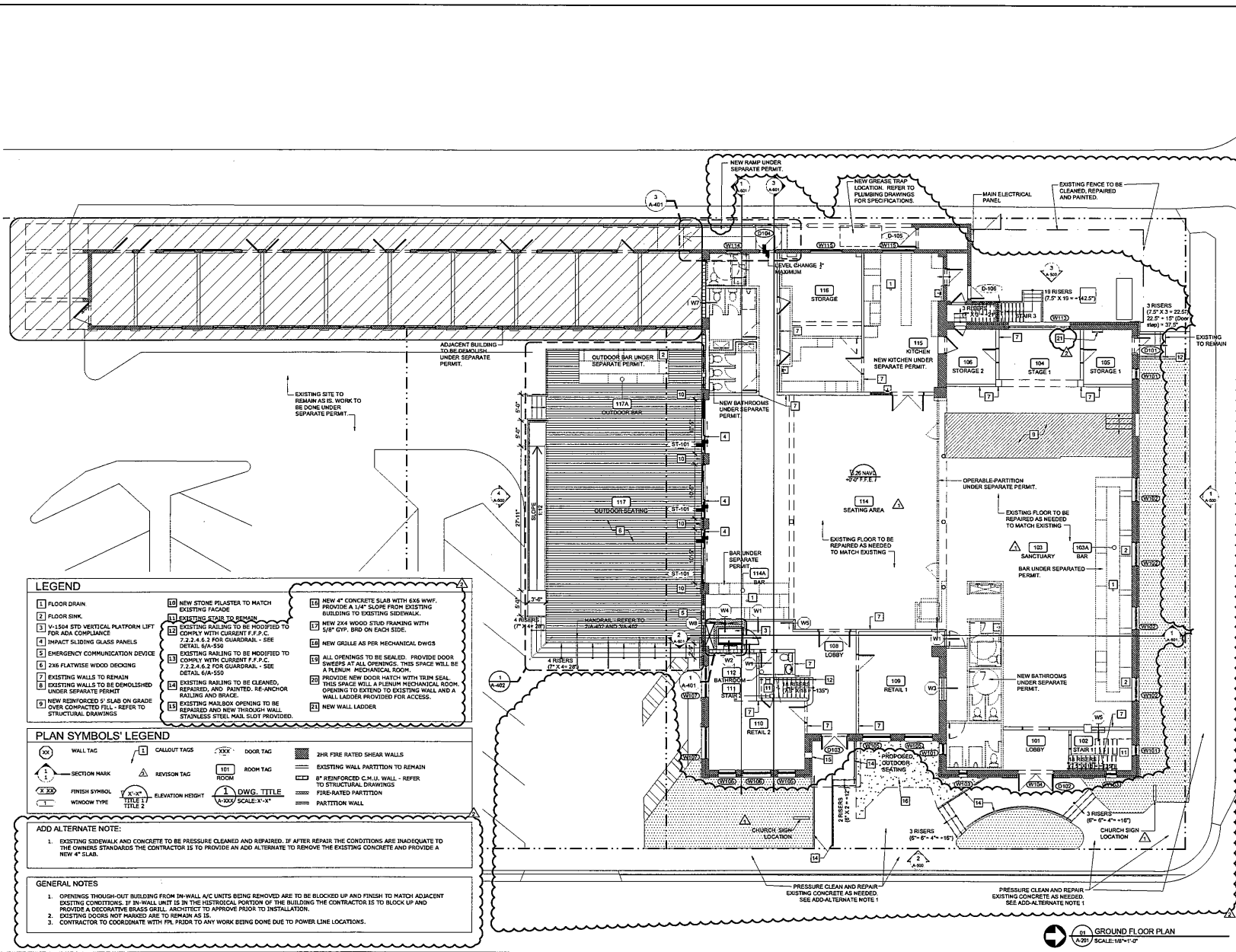
Project: **EXISTING BUILDING
RENOVATION**
441 NE 360 AVE
FT LAUDERDALE, FL 33301

File: **GROUND FLOOR PLAN**

Owner: A.G.
Architect: J.F.G.
Date: 04-15-2015

Project Manager: A.G.
Scale: 1/8"=1'-0"

Project: **17-836LUS** **A-201**



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CONTRACTOR

REV.	DATE	DESCRIPTION	BY	CHK.
A	05/25/15	COORDINATION		

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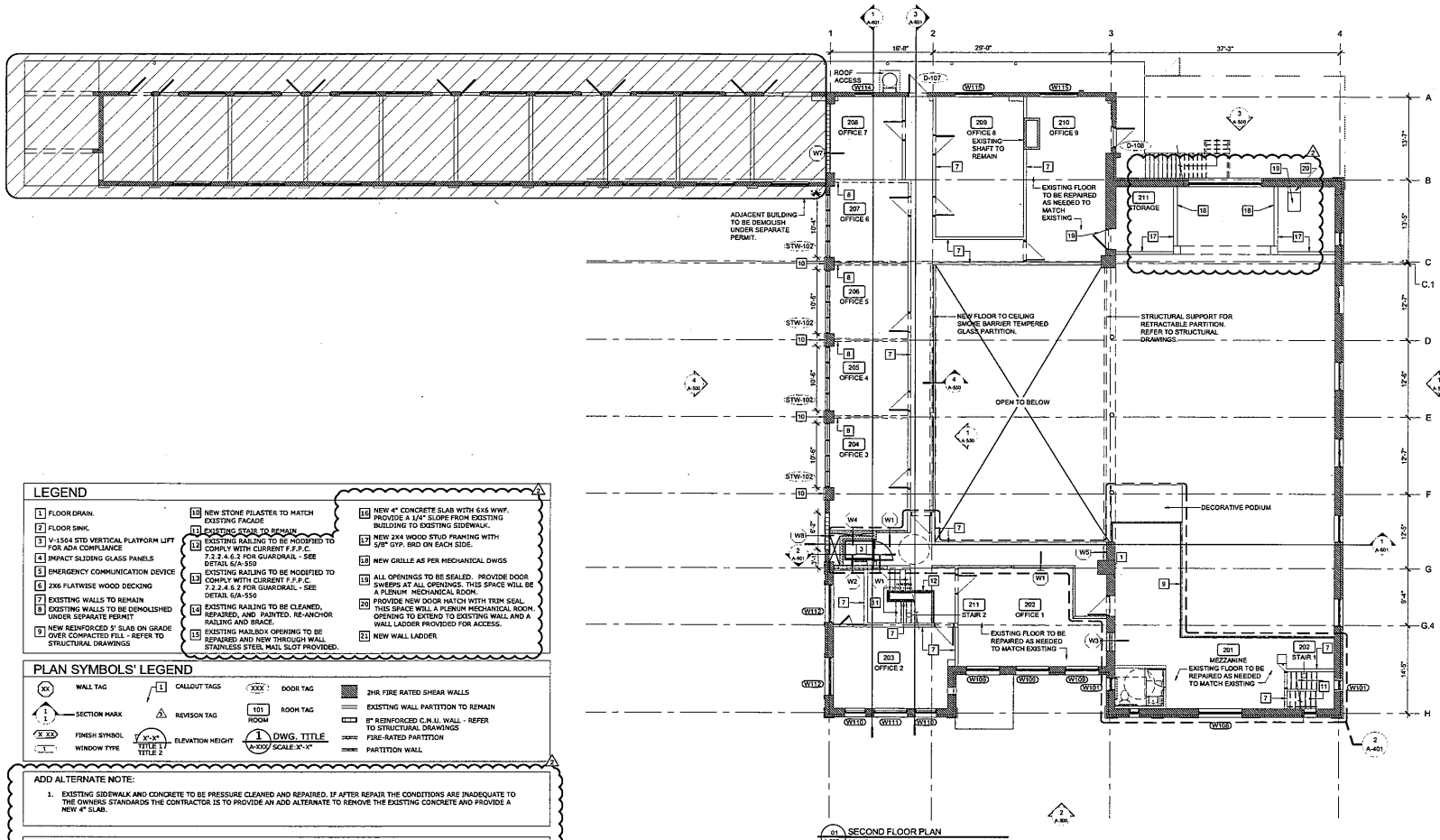
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MIAMI GARDENS, FL 33169

EXISTING BUILDING
RENOVATION
441 NE 3RD AVE
FT LAUDERDALE, FL 33301

SECOND FLOOR PLAN

Drawn: A.G.
Checked: J.F.G.
Approved: A.G.
Title: ARCHITECTURE
Scale: AS SHOWN
Date: 04-15-2015
Project: 17-836US
Sheet: A-202



LEGEND

- FLOOR DRAIN.
- FLOOR SINK.
- V-1504 STD VERTICAL PLATFORM LIFT FOR ADA COMPLIANCE.
- IMPACT SLIDING GLASS PANELS.
- EMERGENCY COMMUNICATION DEVICE.
- 2X6 FLATWISE WOOD DECKING.
- EXISTING WALLS TO REMAIN.
- EXISTING WALLS TO BE DEMOLISHED UNDER SEPARATE PERMIT.
- NEW REINFORCED 5\"/>

PLAN SYMBOLS' LEGEND

- WALL TAG
- SECTION MARK
- FINISH SYMBOL
- WINDOW TYPE
- CALLOUT TAGS
- REVISION TAG
- ELEVATION HEIGHT
- DOOR TAG
- ROOM TAG
- DWG. TITLE
- SCALE: X\"/>

ADD ALTERNATE NOTE:

- EXISTING SIDEWALK AND CONCRETE TO BE PRESSURE CLEANED AND REPAIRED. IF AFTER REPAIR THE CONDITIONS ARE INADEQUATE TO THE OWNERS STANDARDS THE CONTRACTOR IS TO PROVIDE AN ADD ALTERNATE TO REMOVE THE EXISTING CONCRETE AND PROVIDE A NEW 4\"/>

GENERAL NOTES

- OPENINGS THROUGH-OUT BUILDING FROM 3M-WALL A/C UNITS BEING REMOVED ARE TO BE BLOCKED UP AND FINISH TO MATCH ADJACENT EXISTING CONDITIONS. IF 3M-WALL UNIT IS IN THE HISTORICAL PORTION OF THE BUILDING THE CONTRACTOR IS TO BLOCK UP AND PROVIDE A DECORATIVE BRASS GRILL. ARCHITECT TO APPROVE PRIOR TO INSTALLATION.
- EXISTING DOORS NOT MARKED ARE TO REMAIN AS IS.
- CONTRACTOR TO COORDINATE WITH FPL PRIOR TO ANY WORK BEING DONE DUE TO POWER LINE LOCATIONS.

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ACCORDANCE WITH THIS
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STEPHANE L. DESPES
ARCHITECT

CONTRACTOR

REV	DATE	DESCRIPTION	BY	CHK
1	05/14/19	BLOG DPT COMMENTS		

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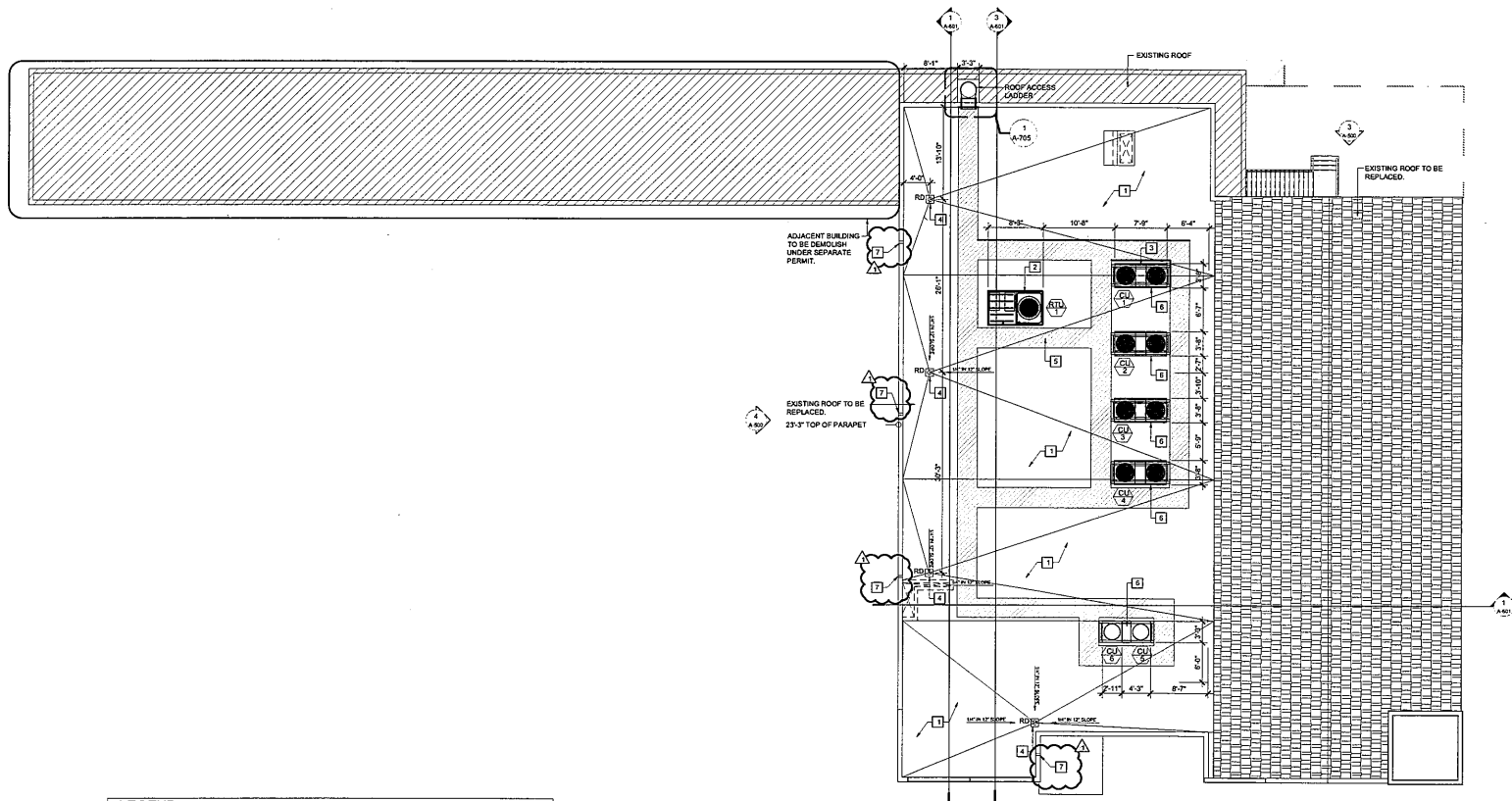
Client: **URBN Flagler, LLC**
1515 PARK CENTRE BLVD., SUITE 402
MIAMI GARDENS, FL 33169

Client reference number

Project: **EXISTING BUILDING RENOVATION**
441 NE 3RD AVE
FT LAUDERDALE, FL 33301

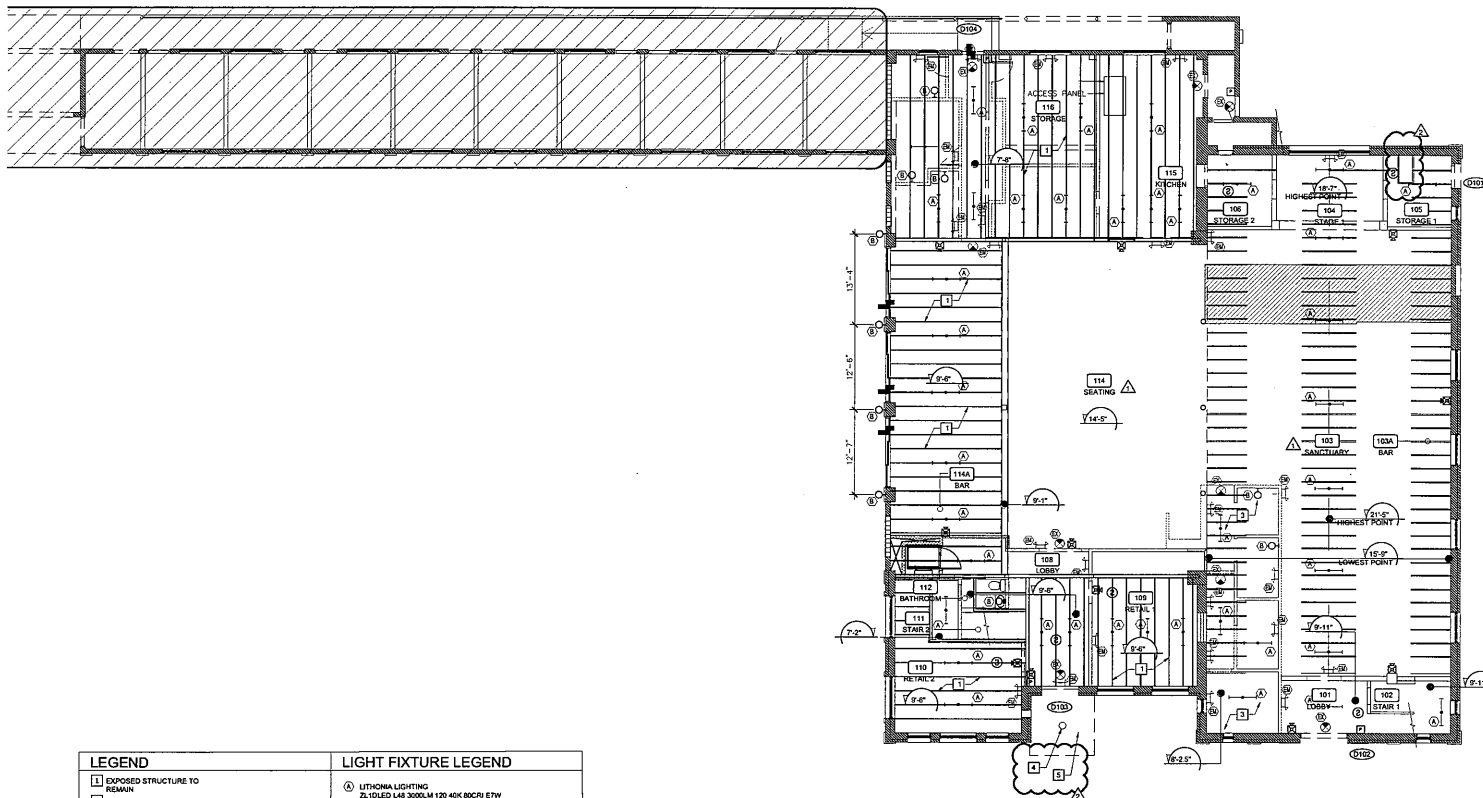
Title: **ROOF PLAN**

Drawn: A.G.	File: ARCHITECTURE
Checked: J.F.G.	Scale: AS SHOWN
Approved: J.F.G.	Date: 04-15-2019
Project Manager: A.G.	Proj No:
Project: 17-836US	A-203



- LEGEND**
- 1 SINGLE PLY ROOFING MEMBRANE SYSTEM ON RIGID FOAM TAPERED INSULATION
 - 2 ROOF TOP UNIT. SEE MECHANICAL DRAWINGS
 - 3 MECHANICAL EQUIPMENT SUPPORT RACK. SEE 4A-704 AND STRUCTURAL DWGS. PROVIDE SHOP DRAWINGS
 - 4 ROOF DRAIN. SEE 2A-704 AND PLUMBING DRAWINGS
 - 5 ROOF WALKWAY PER DETAIL 1A-704
 - 6 CONDENSING UNITS. SEE MECHANICAL DRAWINGS
 - 7 4"x4" OVERFLOW SCUPPER. BOTTOM OF SCUPPER MOUNTED 4" ABOVE FINISHED ROOF LEVEL

01 ROOF PLAN
A-203 SCALE: 1/8"=1'-0"



LEGEND	LIGHT FIXTURE LEGEND
1 EXPOSED STRUCTURE TO REMAIN	Ⓐ LITHONIA LIGHTING 2L 100LED L48 3000LM 120 40K 80CRI 6TW
2 EXPOSED WOOD TRUSSES TO REMAIN	Ⓑ WALL SCONCE
3 CEILING BY FUTURE TENANT	Ⓒ LITHONIA LIGHTING - ELMIL UVOLT LTP SDRT
4 NEW LIGHT FIXTURE IN EXISTING LOCATION	Ⓓ EXT LIGHTS, EATON - ASLN XLA1-6SR1
5 EXISTING CANOPY TO BE REPAIRED AND PAINTED	

GROUND FLOOR REFLECTED CEILING PLAN
SCALE: 1/8"=1'-0"

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DATE: 04/15/2019
DRAWN: J.F.G.
CHECKED: A.G.

REV.	DATE	DESCRIPTION	BY	CHK
1	05/14/19	BLOG OPT COMMENTS		
2	05/21/19	COORDINATION		

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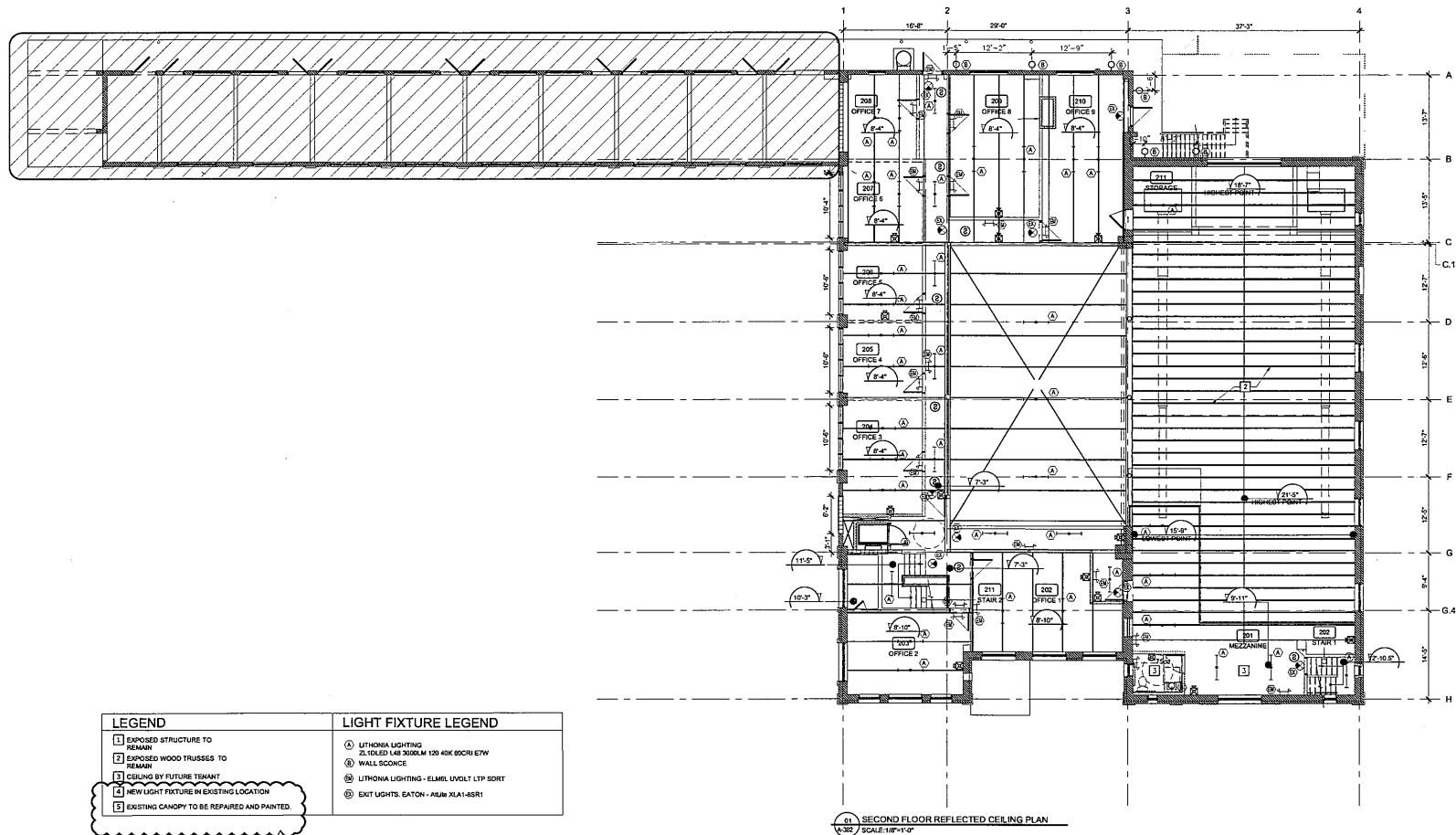
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Project: **EXISTING BUILDING RENOVATION**
441 NE 3RD AVE
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Title: **GROUND FLOOR REFLECTED CEILING PLAN**

Drawn: A.G.	Architect: J.F.G.
Approved: J.F.G.	Date: 04-15-2019
Project Manager: A.G.	Project: 17-836US
	Architecture: AS SHOWN



- LEGEND**

 - 1 EXPOSED STRUCTURE TO REMAIN
 - 2 EXPOSED WOOD TRUSSES TO REMAIN
 - 3 CEILING BY FUTURE TENANT
 - 4 NEW LIGHT FIXTURE IN EXISTING LOCATION
 - 5 EXISTING CANOPY TO BE REPAIRED AND PAINTED
- LIGHT FIXTURE LEGEND**

 - 1 LITHONIA LIGHTING
 - 2 ELIMED L48 3000M 120 40K 800RI 6TW
 - 3 WALL SCONCE
 - 4 LITHONIA LIGHTING - ELMIL ULVOLT LTP SORT
 - 5 EXIT LIGHTS, EATON - ALUM XLA1-45R1

01 SECOND FLOOR REFLECTED CEILING PLAN
SCALE: 1/8"=1'-0"

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STEPHANE L. JOYNER
ARCHITECT
AS 2007

CONTRACTOR

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1	05/31/19	COORDINATION		

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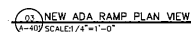
Client **URBN Flagler, LLC**
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Client reference number

Project **EXISTING BUILDING RENOVATION**
441 NE 3RD AVE
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Title **SECOND FLOOR REFLECTED CEILING PLAN**

Drawn A.G.	Architect
Checked J.F.G.	As Shown
Approved J.F.G.	Date 04-15-2019
Project Manager A.G.	Drawn
Project 17-836US	Sheet A-302



STÉPHANE LECUR
AR 51637

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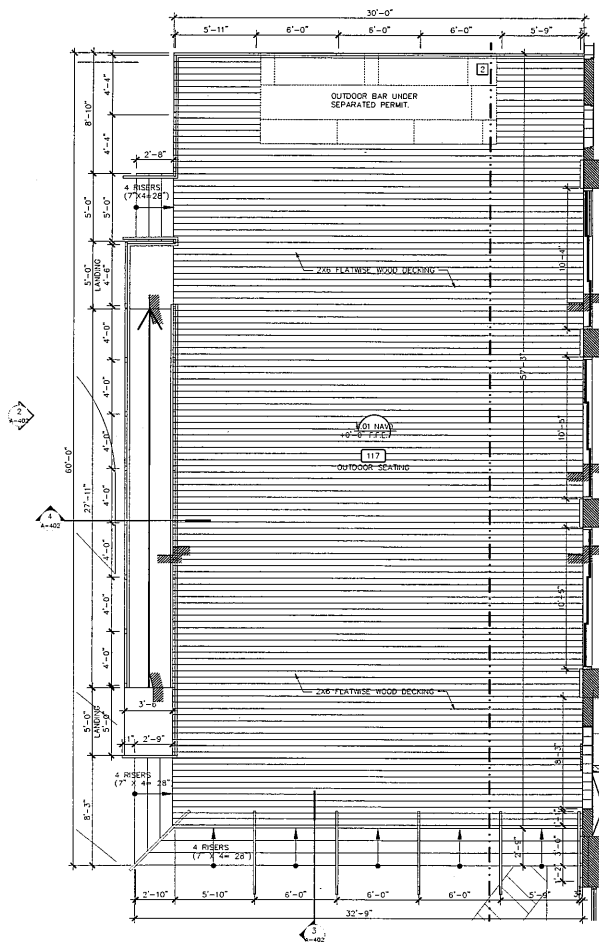
URBN Flagler, LLC
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Order minimum order

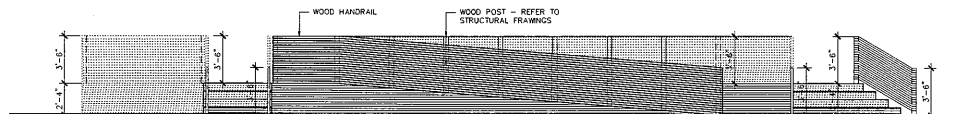
Project
**EXISTING BUILDING
RENOVATION**
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ENLARGED PLANS

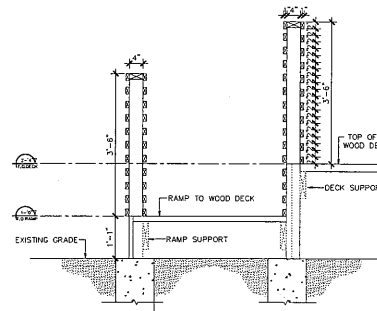
Drawn A.G. Verified J.F.G. Approved J.F.G.	Field ARCHITECTURE Scale AS SHOWN Date 04-15-2019
Project Manager A.G.	DAG NO
Project 17-836US	A-401



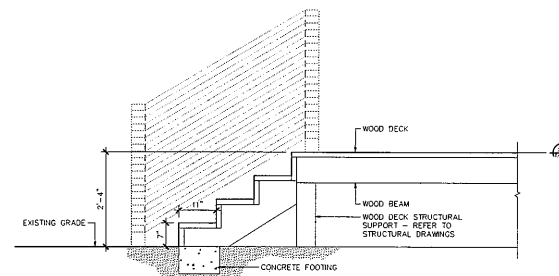
(1) ENLARGED WOOD DECK PLAN
1/4"=1'-0"



(1) ENLARGED WOOD DECK ELEVATION
1/4"=1'-0"



(2) RAMP SECTION
1/4"=1'-0"



(2) WOOD STEPS SECTION
1/4"=1'-0"

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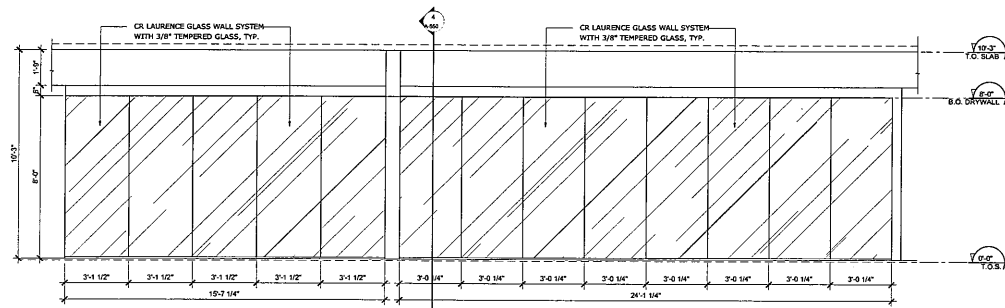
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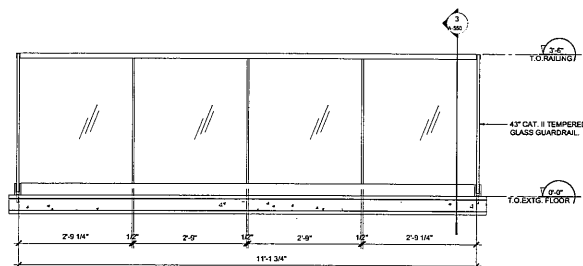
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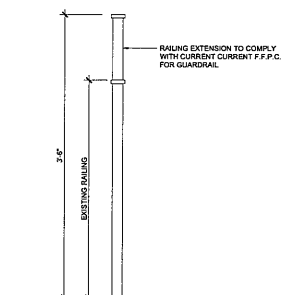
Designer: A.G. Checker: J.F.G. Approver: J.F.G. Project Manager: A.G. Project: 17-836US	Firm: ARCHITECTURE Date: AS SHOWN Date: 04-15-2015 Draw no: Project: A-402
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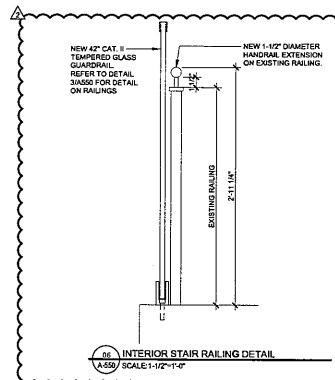
81 GLASS PARTITION ELEVATION
A-550 SCALE 3/4\"/>



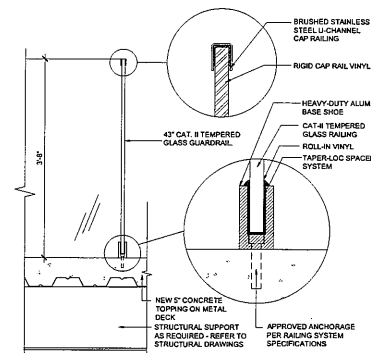
82 MEZZANINE GLASS RAILING ELEVATION
A-550 SCALE 3/4\"/>



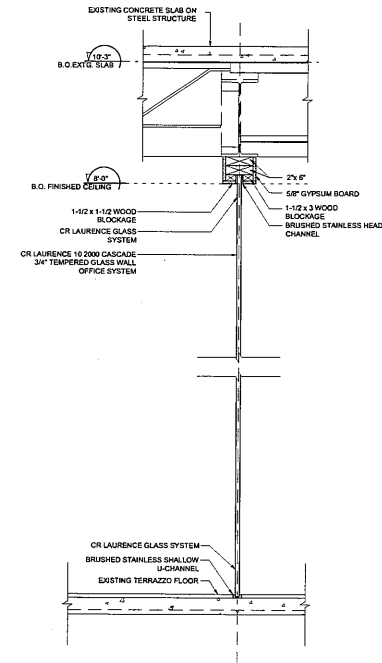
83 RAILING EXTENSION
A-550 SCALE 1/2\"/>



84 INTERIOR STAIR RAILING DETAIL
A-550 SCALE 1/2\"/>



85 MEZZANINE RAILING SECTION
A-550 SCALE 1\"/>



86 GLASS PARTITION SECTION
A-550 SCALE 1\"/>

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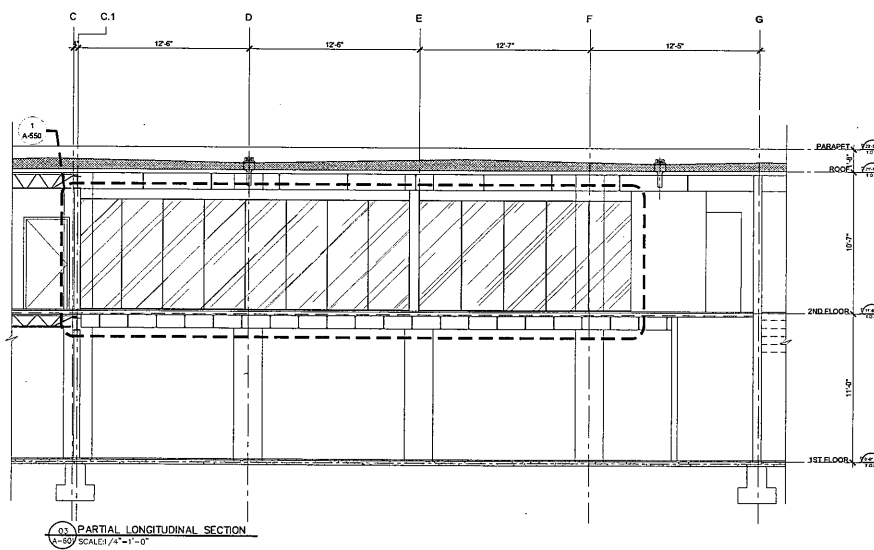
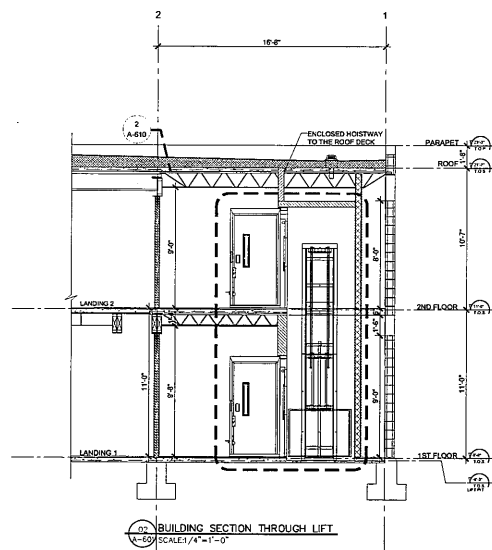
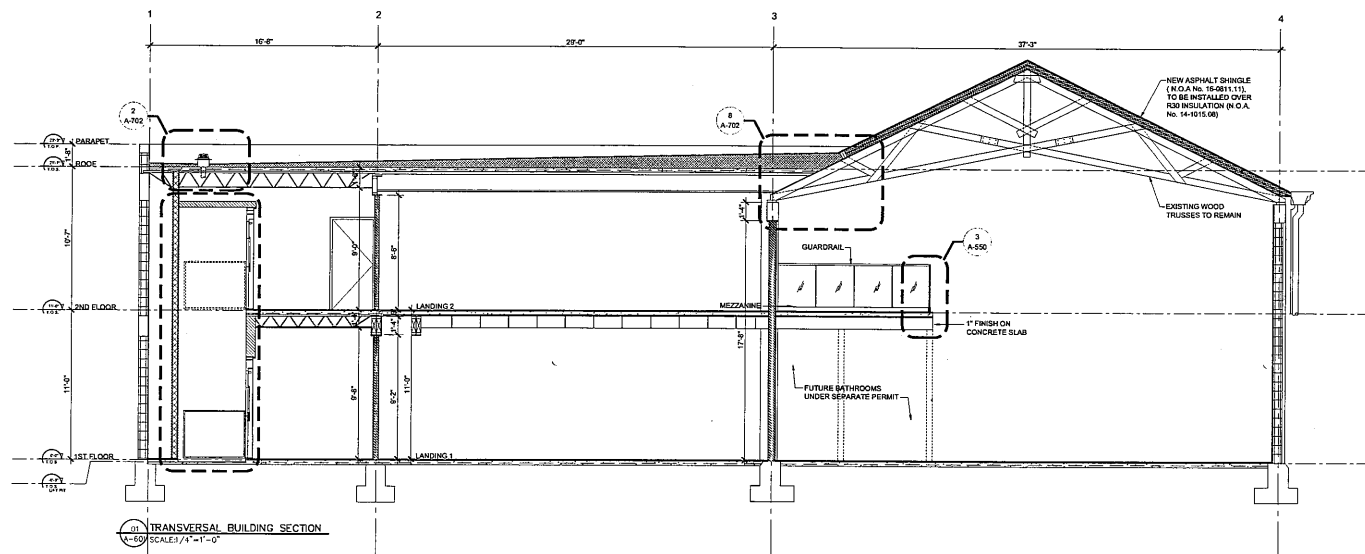
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Client: **URBN Flagler, LLC**
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Project: **EXISTING BUILDING RENOVATION**
481 NE 3RD AVE
FT LAUDERDALE, FL 33301

1st: **INTERIOR GLASS PARTITION AND MEZZANINE GLASS RAILING**

Drawn: A.G.	PM: ARCHITECTURE
Revised: J.F.G.	1st: AS SHOWN
Approved: J.F.G.	Date: 06-15-2015
Project Manager: A.G.	Proj. No.
Project: 17-836US	A-550



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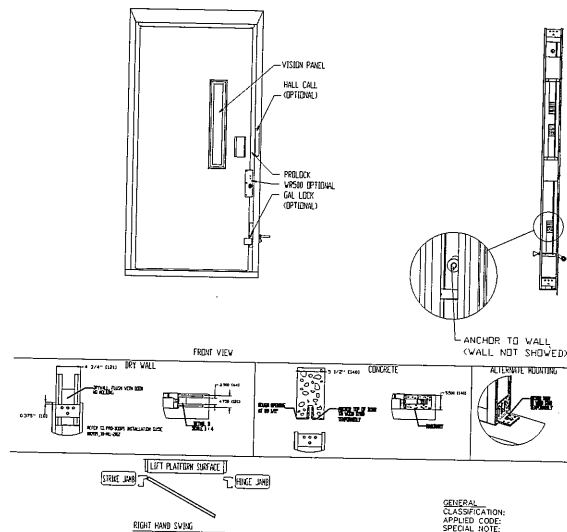
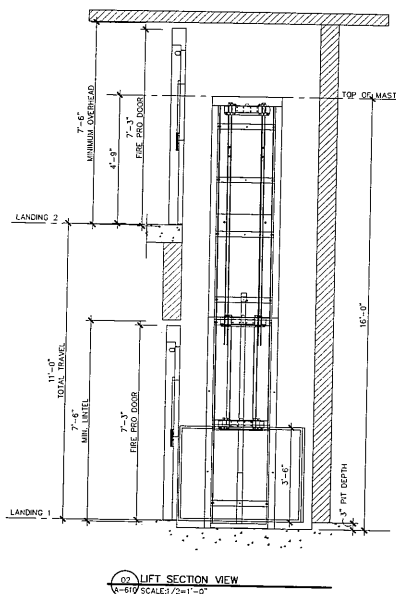
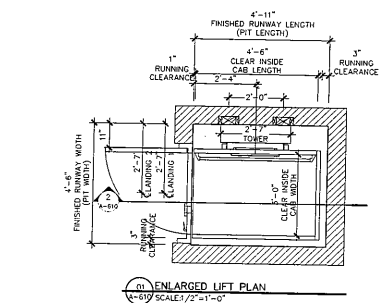
ISSUED FOR PERMIT

URBN Flagler, LLC
1111 PARK CENTRE BLVD., SUITE 402
MIAMI GARDENS, FL 33169

**EXISTING BUILDING
RENOVATION**
441 NE 3RD AVE
FT LAUDERDALE, FL 33301

BUILDING SECTIONS

Drawn A.G. Verified J.F.G. Approved J.F.G.	Filed ARCHITECTURE Scale AS SHOWN Date 04-15-2019
Project Manager A.G.	Orig no
Project 17-836US	A-601



GENERAL CLASSIFICATION:
APPLIED CODE:
SPECIAL NOTE:
MODEL:
CAPACITY:
NOMINAL SPEED:
BRAKE:
PIT DEPTH:
PLATFORM SIZE:
POWER SUPPLY:
BATTERY BACK UP:
JACK UNIT:
STROKE:
FLUMBER O/D:
C/L O/D:
C/L I/D:
CONTROLLER:
MODEL:
TYPE:
E.T.L. #:
CONTROL VOLTS:
CONTROL AMPS:
H.P.:
AMPS:
M.P.F.:

V-1504
24VDC
94307
1 A
15 AMP
SAVARIA

POWER UNIT
MOTOR:
FLOW:
CAR FINISH:
HYDRAULIC DATA
OIL TYPE:
GALLONS REQ'D:
MINIMUM WORKING PRESSURE:
RELIEF PRESSURE:
MAXIMUM RELIEF PRESSURE:
HYDRAULIC HOSE:
BURST:
FITTINGS:
SUSPENSION CHAIN:
2X #50 ROLLER CHAIN
BREAKING STRENGTH:
SAFETY BRAKE:
TYPE 'A'

DOORS / GATES / CALL STATIONS

DOOR TYPE	ENTRANCE SIDE	DOOR SWING	DOOR INSERT	LOC. TYPE	AUTO DOOR OPENER	CUSTOM DOOR HEIGHT	IN FRAME CALL STN.	CALL STN. TYPE	CALL STN. MOUNTING	CALL STN. STOP BUTTON	RECEIVER FOR DOOR KIT
DOOR TYPE	ENTRANCE SIDE	DOOR SWING	DOOR INSERT	LOC. TYPE	AUTO DOOR OPENER	CUSTOM DOOR HEIGHT	IN FRAME CALL STN.	CALL STN. TYPE	CALL STN. MOUNTING	CALL STN. STOP BUTTON	RECEIVER FOR DOOR KIT

DETAILS PROVIDED

EMERGENCY PEDESTAL PLUG IN MANUAL LOWERING BOX
WINDS:
TOUCH UP PAINT:
BUILDING:
LIGHT CURTAIN:
PHONE OR PHONE PLUG:
FLOOD SWITCH:
REMOTE MACHINE ROOM:
LOCATION UNDER

LOADS CALCULATED ON BASED ON ANCHOR POINTS EVERY 48"
EVERY TOWER SECTION NEEDS TO BE ANCHORED. IF SPACING
IS INCREASED, LOADS PER BRACKETS WILL INCREASE ACCORDINGLY

NOTES:

- 1) DETAIL WALL OR PAVING (BY OTHERS) AS REQ'D.
- 2) SEE DATASHEET OF THE INSTALLATION DRAWING FOR LANDING ENTRANCE SCHEDULE AND RUNNING CLEARANCE.
- 3) ALL INFORMATION IS SUBJECT TO CHANGE.

GENERAL INFORMATION:

- EACH LANDING ENTRANCE SHALL BE SUPPLIED AS A FINISHED ASSEMBLY WITH DOOR AND FRAME BLANKED, REINFORCED, DRILLED AND TAPPED FOR ALL COMPONENTS DETAILLED, READY FOR INSTALLATION.
- FRAMES SHALL BE 16 GA FULLY WELDED CONSTRUCTION WITH ALL WELDED JOINTS GRINDING TO A SMOOTH, UNIFORM FINISH.
- DOORS SHALL BE 18 GA, 2" THICK, SWINGING, FLUSH, STEEL REINFORCED CONSTRUCTION COMPLETE WITH GLASS LITE(S) AS INDICATED.
- DOORS/FRAMES TO BE FABRICATED FROM ZINC VIBE COATED GALVANIZED STEEL WITH ZINC RICH PRIMER, FACTORY APPLIED TOUCH-UP AT INSIDE AREA WHERE COATING HAS BEEN REMOVED DUE TO WELDING/GRINDING.
- UL/ULC LABELLED ENTRANCES PROVIDED AS INDICATED 1 1/2 HOURS RATED.
- AUTO DOOR OPERATION IS PROVIDED & INSTALLED BY THE VENDOR.

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TO THE BEST OF MY KNOWLEDGE,
THE PLANS AND SPECIFICATIONS
COMPLY WITH THE APPLICABLE
MINIMUM BUILDING CODES AND
THE APPLICABLE FIRE-SAFETY
STANDARDS AS DETERMINED BY
THE LOCAL AUTHORITY IN
ACCORDANCE WITH THIS
SECTION AND 603 FLORIDA
STATUTES.

CONTRACTOR

REV.	DATE	DESCRIPTION	BY	APPROVED

ALL MEASUREMENTS MUST BE VERIFIED BEFORE BEGINNING THE WORK.
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ISSUED FOR PERMIT

URBN Flagler, LLC
1111 PARK CENTRE BLVD., SUITE 402
MIAMI GARDENS, FL 33169

EXISTING BUILDING
RENOVATION

441 NE 3RD AVE.
FT LAUDERDALE, FL 33301

LIFT DETAILS

Drawn: A.G.
Reviewed: J.F.G.
Checked: J.F.G.
Project Manager: A.G.
Project: 17-836US

Architect: J.F.G.
Date: 04-15-2019
Project: 17-836US

Project: 17-836US

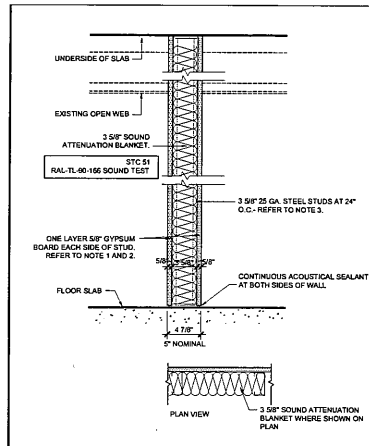
Project: 17-836US

Project: 17-836US

Project: 17-836US

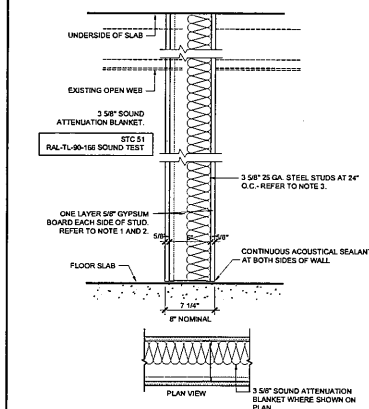
Project: 17-836US

Project: 17-836US



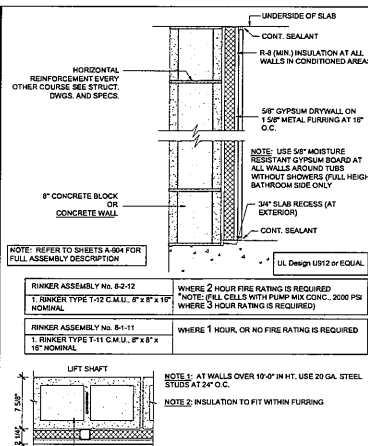
NOTE 1: AT WALLS OVER 10'-0" IN HT. USE 20 GA. STEEL STUDS AT 24" O.C. REFER TO NOTE 3.

W1 NON-RATED (3-5/8" FRAMING)
SCALE 1-1/2" = 1'-0"



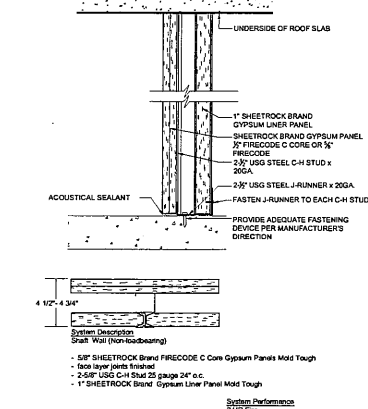
NOTE 1: AT WALLS OVER 10'-0" IN HT. USE 20 GA. STEEL STUDS AT 24" O.C.

W5 NON-RATED (3-5/8" FRAMING)
SCALE 1-1/2" = 1'-0"



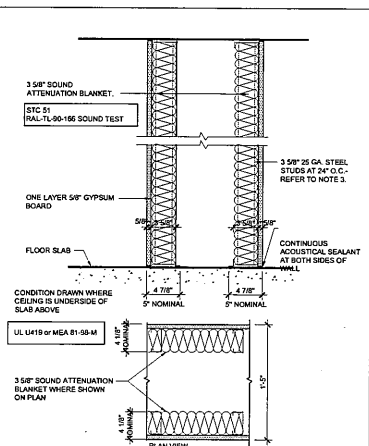
NOTE 1: AT WALLS OVER 10'-0" IN HT. USE 20 GA. STEEL STUDS AT 24" O.C.

W2 8" CMU or CONCRETE WALL
1 5/8" FURRING, 5/8" GYP. BD.
SCALE 1-1/2" = 1'-0"



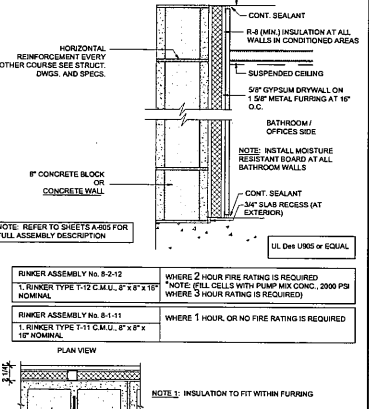
NOTE 1: AT WALLS OVER 10'-0" IN HT. USE 20 GA. STEEL STUDS AT 24" O.C.

W6 2 HR CHASE WALL
BASE 2HR (FROM 0" TO 3/4")
SCALE 1-1/2" = 1'-0"



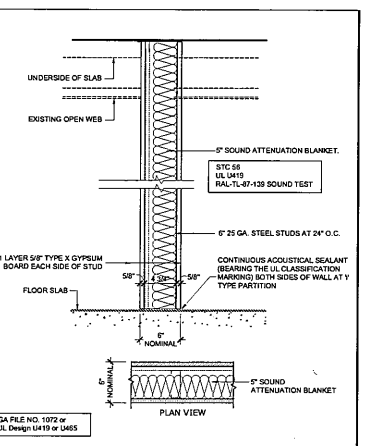
NOTE 1: AT WALLS OVER 10'-0" IN HT. USE 20 GA. STEEL STUDS AT 16" O.C.

W3 NON-RATED (3-5/8" FRAMING)
SCALE 1-1/2" = 1'-0"



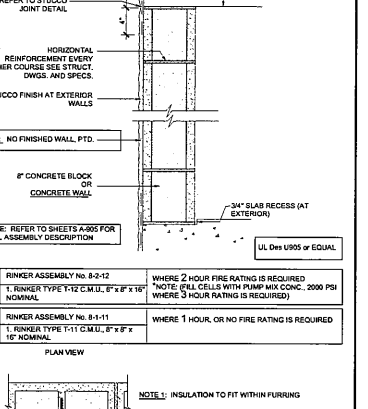
NOTE 1: AT WALLS OVER 10'-0" IN HT. USE 20 GA. STEEL STUDS AT 16" O.C.

W7 8" CMU or CONCRETE WALL
1 5/8" FURRING, 5/8" GYP. BD.
SCALE 1-1/2" = 1'-0"



NOTE 1: AT WALLS OVER 10'-0" IN HT. USE 20 GA. STEEL STUDS AT 16" O.C.

W4 1HR-RATED (6" FRAMING)
SCALE 1-1/2" = 1'-0"



NOTE 1: AT WALLS OVER 10'-0" IN HT. USE 20 GA. STEEL STUDS AT 16" O.C.

W8 8" CMU or CONCRETE WALL
SCALE 1-1/2" = 1'-0"

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TO THE BEST OF MY KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH THIS SECTION AND 633 FLORIDA STATUTES.

STEPHAN L. GORDON
ARCHITECT

REV.	DATE	DESCRIPTION	BY	CHK

ALL MEASUREMENTS MUST BE VIEWED BEFORE BECOMING THE WORK. NO MEASUREMENTS ARE TO BE TAKEN DIRECTLY FROM THIS DRAWING.

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Client: **URBN Flagler, LLC**
1111 PARK CENTRE BLVD., SUITE 402
MIAMI GARDENS, FL 33169

Project: **EXISTING BUILDING RENOVATION**
441 NE 300 AVE
FT LAUDERDALE, FL 33301

Wall Types: **WALL TYPES**

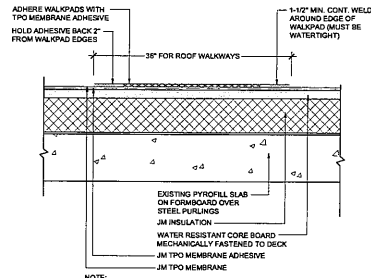
Drawn: A.G.
Checked: J.F.G.
Approved: J.F.G.

Project Manager: A.G.

Scale: AS SHOWN
Date: 04-15-2019

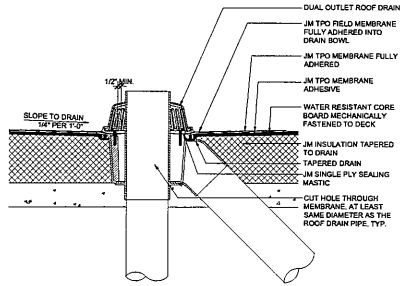
Page No:

Project: **17-836US**
Architect: **A-701**



- NOTE:
1. LENGTH OF TPO WALKPAD DETERMINED BY SEAMS OF TPO FIELD MEMBRANE.
 2. TPO HEAT WELD SEAMS.
 3. DO NOT INSTALL WALKPADS OVER MEMBRANE SEAMS.
 4. JM TPO EDGE SEALANT IS REQUIRED ON ALL CUT ON NON-ENCAPSULATED EDGES OF REINFORCED MEMBRANE. THIS INCLUDES FACTORY CUT MEMBRANE.

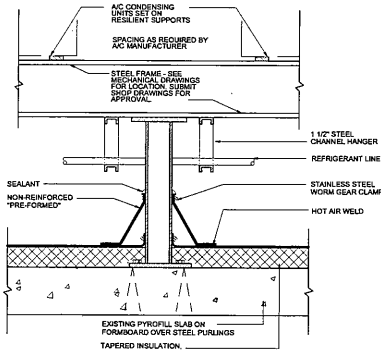
1-707 SCALE: 1'-0"



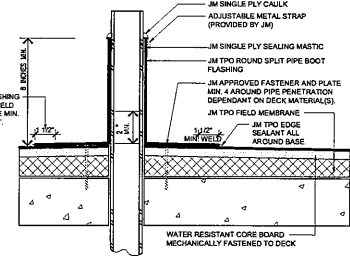
NOTE: REFER TO PLUMBING DRAWINGS FOR ROOF DRAIN SIZES

2-707 SCALE: 1/2" = 1'-0"

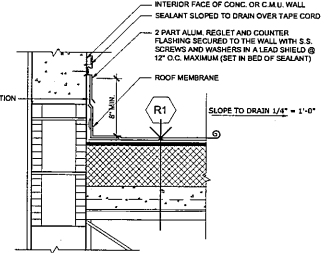
3-707 SCALE: 1'-0"



4-707 SCALE: 1'-0"



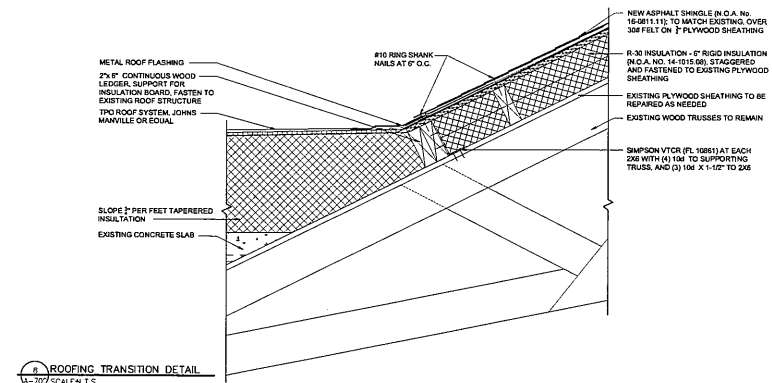
5-707 SCALE: 1'-0"



6-707 SCALE: 1'-0"

- NOT APPROVED - ROOF COMPOSITIONS
- MEMBRANE TYPE: TPO MAXIMUM PRESSURE DESIGN (420 PSF.)
- STRUCTURAL CONCRETE DECK
 - MIN. 1" THICK ENERGYGUARD POLYISO INSULATION OR ENERGYGUARD R/R POLYISO INSULATION ADHERED TO DECK WITH OLYBOND 500
 - MIN. 1" SECURLOCK OR DENSDECK GYPSUM-FIBER ROOF BOARD ADHERED TO INSULATION WITH OLYBOND 500
 - EVERGUARD TPO/FLS ULTRA ADHERED IN 100% ADHESIVE - Q- OR LRP ADHESIVE - MIN. 70 MIL. MINIMUM
 - TORPCAT TPO RED PRIMER
 - TORPCAT SURFACE SEAL 53

7-707 SCALE: 1'-0"



8-707 SCALE: 1'-0"

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CONTRACTOR

REV.	DATE	DESCRIPTION	BY	CHK

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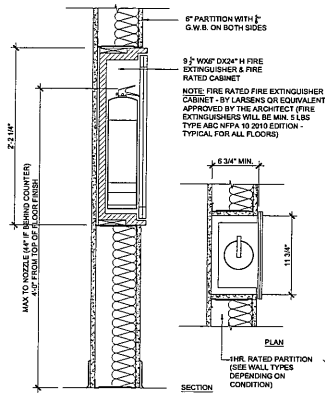
Project: **EXISTING BUILDING RENOVATION**
441 NE 380 RD
FT LAUDERDALE, FL 33301

File: **ROOF DETAILS**

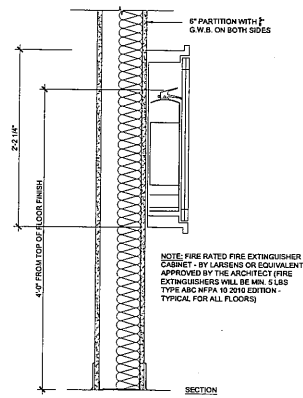
Drawn: A.G.
Checked: J.F.G.
Approved: J.F.G.
Project Manager: A.G.

Date: 04-15-2019
Date: 04-15-2019
Date: 04-15-2019

Project: **17-836US**
File: **A-702**

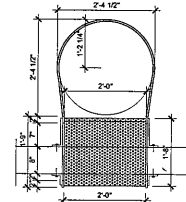


1 FIRE EXTINGUISHER CABINET - G.W.B.
SCALE: 1 1/2" = 1'-0"

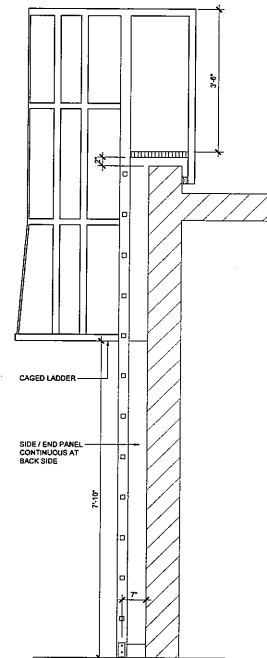


2 FIRE EXTINGUISHER - G.W.B.
SCALE: 1 1/2" = 1'-0"

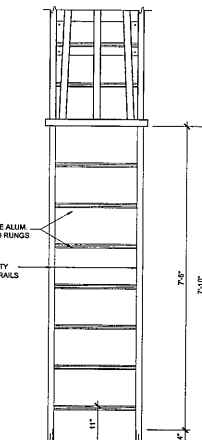
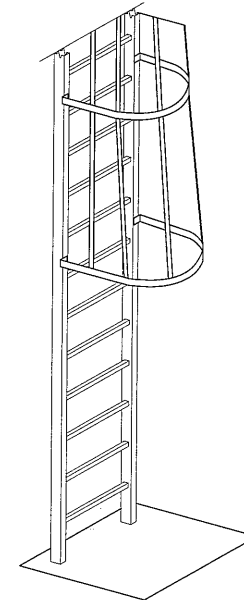
NOTE:
ALL SUBMITTED CONNECTIONS ARE APPROXIMATE AND NON-LIMITING. ALL CONTRACTORS MUST VERIFY ALL DIMENSIONS, LEVELS AND EXISTING CONDITIONS ON SITE AND REPORT ANY ERRORS TO THE ARCHITECT.
SIGNED AND SEALED SHOP DRAWINGS BY AN ENGINEER ARE REQUIRED FOR THIS WILL LADDER.



3 CAGED EXTERIOR ROOF LADDER
SCALE: 3/4" = 1'-0"



4 LADDER - SIDE ELEVATION
SCALE: 3/4" = 1'-0"



5 LADDER - FRONT ELEVATION
SCALE: 3/4" = 1'-0"

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STATUTES.



REV.	DATE	DESCRIPTION	BY	CHKD

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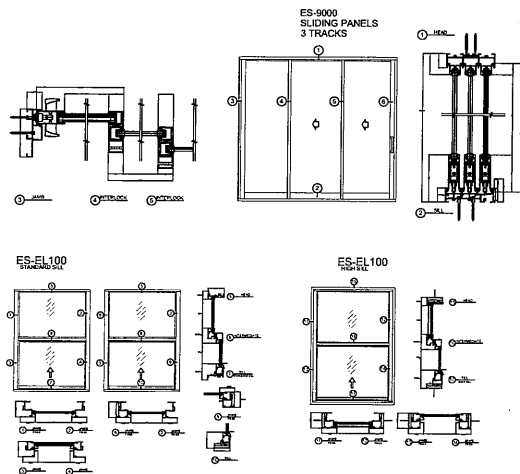
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Client: **URBN Flagler, LLC**
1111 PARK CENTRE BLVD., SUITE 402
MIAMI GARDENS, FL 33169

Project: **EXISTING BUILDING RENOVATION**
441 NE 3RD AVE
FT LAUDERDALE, FL 33301

Title: **MISCELLANEOUS DETAILS**

Drawn: A.G.	Rev: ARCHITECTURE
Checked: J.F.G.	Scale: AS SHOWN
Approved: J.F.G.	Date: 04-15-2019
Project Manager: A.G.	Sheet no:
Project: 17-836US	A-703



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 Missing or invalid reference

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CONTRACTOR

REV.	DATE	DESCRIPTION	BY	DATE

ALL MEASUREMENTS MUST BE VIEWED FROM THE WORKS
 SIDE MEASUREMENTS ARE TO BE TAKEN DIRECTLY FROM THIS DRAWING

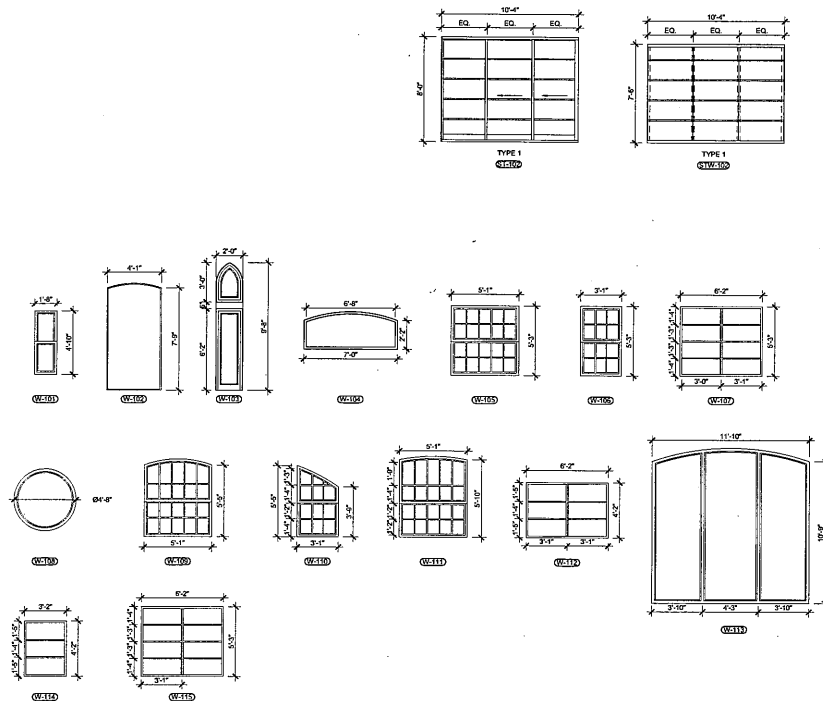
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Client
URBN Flagler, LLC
 1111 PARK CENTRE BLVD., SUITE 402
 MIAMI GARDENS, FL 33169

Project
**EXISTING BUILDING
 RENOVATION**
 441 NE 3RD AVE
 FT LAUDERDALE, FL 33301

Title
**WINDOW AND SLIDING PANELS
 DETAILS**

Drawn: A.G.	Rev: ARCHITECTURE
Checked: J.F.G.	Title: AS SHOWN
Approved: J.F.G.	Date: 04-15-2019
Project Manager: A.G.	Proj. No:
Project: 17-836US	A-801



STOREFRONT SCHEDULE

STOREFRONT NUMBER	STOREFRONT TYPE	STOREFRONT					ROUGH OPENING		DETAILS			NOTES	N.O.A. APPROVAL NO.
		WIDTH x HEIGHT	TYPE	STYLE	FRAME MATERIAL	GLAZING	WIDTH x HEIGHT	JAMB	HEAD	SILL			
ST-101	1	10'-4" x 8'-0"	1	STOREFRONT	PEWTER FINISH	IMPACT	10'-4" x 8'-0"	TBD	TBD	TBD		NOA: 18-0129.05	
ST-102	2	10'-4" x 7'-0"	2	STOREFRONT	PEWTER FINISH	IMPACT	10'-4" x 7'-0"	TBD	TBD	TBD		* FL # 28057.1	

* FL # 28057.1 REFERS TO THE FLORIDA APPROVAL NUMBER FOR SERIES ES-2020 FCW WINDOWS

* FL # 28057.1 REFERS TO THE FLORIDA APPROVAL NUMBER FOR SERIES ES-3020 FX WINDOWS

WINDOW SCHEDULE

WINDOW NUMBER	WINDOW TYPE	WINDOW			ROUGH OPENING		DETAILS			NOTES	N.O.A. APPROVAL NO.
		WIDTH x HEIGHT	STYLE	FRAME MATERIAL	GLAZING	WIDTH x HEIGHT	JAMB	HEAD	SILL		
W-101	1	1'-0" x 6'-10"	SINGLE HUNG	ALUMINUM	IMPACT	1'-0" x 6'-10"	TBD	TBD	TBD	TO BE REPAIRED	NOA: 17-1114.37
W-102	2	4'-1" x 7'-8"	FIXED	ALUMINUM	IMPACT	4'-1" x 7'-8"	TBD	TBD	TBD	TO BE REINSTALLED	
W-103	3	2'-0" x 9'-0"	FIXED	ALUMINUM	IMPACT	2'-0" x 9'-0"	TBD	TBD	TBD	TO BE REPAIRED	
W-104	4	7'-0" x 2'-2"	FIXED	ALUMINUM	IMPACT	7'-0" x 2'-2"	TBD	TBD	TBD	TO BE REINSTALLED	
W-105	5	5'-1" x 5'-3"	SINGLE HUNG	ALUMINUM	IMPACT	5'-1" x 5'-3"	TBD	TBD	TBD	TO BE REPLACED	NOA: 17-1114.67
W-106	6	3'-1" x 5'-3"	SINGLE HUNG	ALUMINUM	IMPACT	3'-1" x 5'-3"	TBD	TBD	TBD	TO BE REPLACED	NOA: 17-1114.67
W-107	7	6'-2" x 5'-3"	AWNING	ALUMINUM	IMPACT	6'-2" x 5'-3"	TBD	TBD	TBD	TO BE REPLACED	NOA: 17-0905.03
W-108	8	4'-8" DIA.	FIXED	ALUMINUM	IMPACT	4'-8" DIA.	TBD	TBD	TBD	TO BE REINSTALLED	
W-109	9	5'-1" x 5'-3"	SINGLE HUNG	ALUMINUM	IMPACT	5'-1" x 5'-3"	TBD	TBD	TBD	TO BE REPLACED	NOA: 17-1114.67
W-110	10	3'-1" x 3'-0"	SINGLE HUNG	ALUMINUM	IMPACT	3'-1" x 3'-0"	TBD	TBD	TBD	TO BE REPLACED	NOA: 17-1114.67
W-111	11	5'-1" x 5'-10"	SINGLE HUNG	ALUMINUM	IMPACT	5'-1" x 5'-10"	TBD	TBD	TBD	TO BE REPLACED	NOA: 17-1114.67
W-112	12	8'-2" x 4'-2"	AWNING	ALUMINUM	IMPACT	8'-2" x 4'-2"	TBD	TBD	TBD	TO BE REPLACED	NOA: 17-0905.03
W-113	13	11'-10" x 10'-0"	FIXED	ALUMINUM	IMPACT	11'-10" x 10'-0"	TBD	TBD	TBD	EXISTING TO REMAIN	
W-114	14	2'-2" x 4'-2"	AWNING	ALUMINUM	IMPACT	2'-2" x 4'-2"	TBD	TBD	TBD	TO BE REPLACED	NOA: 17-0905.03
W-115	15	6'-2" x 5'-3"	AWNING	ALUMINUM	IMPACT	6'-2" x 5'-3"	TBD	TBD	TBD	TO BE REPLACED	NOA: 17-0905.03

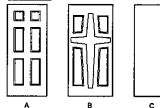
EXTERIOR DOOR SCHEDULE

DOOR NUMBER	DOOR TYPE	DOOR			ROUGH OPENING	DETAILS				NOTES	
		SIZE	TYPE	FRAME MATERIAL		WIDTH	HEIGHT	JAMB	HEAD		SILL
D-101	-	36" X 80"	-	SINGLE DOOR	-	-	-	-	-	A	1, 2, 3
D-102	-	(2) 40" X 80"	-	SINGLE DOOR	-	-	-	-	-	B	1, 2, 4
D-103	-	(2) 30" X 80"	-	SINGLE DOOR	-	-	-	-	-	-	1, 2, 4
D-104	-	30" X 80"	-	SINGLE DOOR	-	-	-	-	-	-	EXISTING DOOR TO REMAIN
D-105	-	40" X 80"	-	SINGLE DOOR	-	-	-	-	-	-	EXISTING DOOR TO REMAIN
D-106	-	30" X 80"	-	SINGLE DOOR	-	-	-	-	-	-	EXISTING DOOR TO REMAIN
D-107	-	36" X 80"	-	SINGLE DOOR	-	-	-	-	-	-	EXISTING DOOR TO REMAIN
D-108	-	30" X 80"	-	SINGLE DOOR	-	-	-	-	-	-	EXISTING DOOR TO REMAIN

NOTES:

- EXISTING DOOR TO REMAIN
- EXISTING DOOR FINISH TO BE STRIPPED AND DOOR REPAINTED.
- EXISTING HARDWARE TO BE REMOVED AND PANIC HARDWARE PROVIDED.
- EXISTING HARDWARE TO BE REMOVED AND NEW HARDWARE PROVIDED.

ELEVATIONS



international design

idea

3333 NE 163RD STREET, SUITE 200
NORTH MIAMI BEACH, FL 33160
Tel: (305) 552-0015
Fax: (305) 551-6079
WWW.ABSOLUTE-IDEA.COM

TO THE BEST OF MY KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH THIS SECTION AND ITS FLORIDA STATUTES.

CONTRACTOR

REV.	DATE	DESCRIPTION	BY	CHK.

ALL MEASUREMENTS MUST BE VERIFIED BEFORE BEGINNING THE WORK. FIELD MEASUREMENTS ARE TO BE TAKEN DIRECTLY FROM THE DRAWING.

ISSUED FOR PERMIT

URBN Flagler, LLC
1111 PARK CENTRE BLVD., SUITE 402
MIAMI GARDENS, FL 33169

EXISTING BUILDING RENOVATION

46 NE 3RD AVE
FT LAUDERDALE, FL 33301

SCHEDULES

Client: A.G. Architect
Author: J.F.G.
Appr: J.F.G.

Project Manager: A.G.

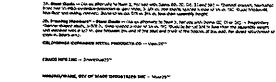
Project: 17-836US

Architect: ARCHITECTURE
Scale: AS SHOWN
Date: 04-15-2019

Project: 17-836US

Project: A-901

23. Painting Sashboards[®] - Floor and Ceiling Sashbar - Not shown - 21 lbs. of 2mm. glass shards attached forward, 7-8 inch piece attached to floor and ceiling rails in back.

[illegible][illegible][illegible][illegible]

DATE RECEIVED IN THE U.S. - 7/10/2015

[illegible][illegible][illegible]

10) **QUESTION** – 24 or 26 (marked up 20%) (1 – 5% of 100% = 40% score, awarded 40% value for correctness, 60% for depth and breadth of response) (10% for depth and breadth of response)

CODE INC = 004 V300

QUOTED STRING OFFICIAL CD = 304 L005

1000 10000 1000000 1000 1000 1000

THE MESSAGE IN THE CRY - 700 LIVES

[illegible]

<https://www.industrydocuments.ucsf.edu/docs/bxkt72>

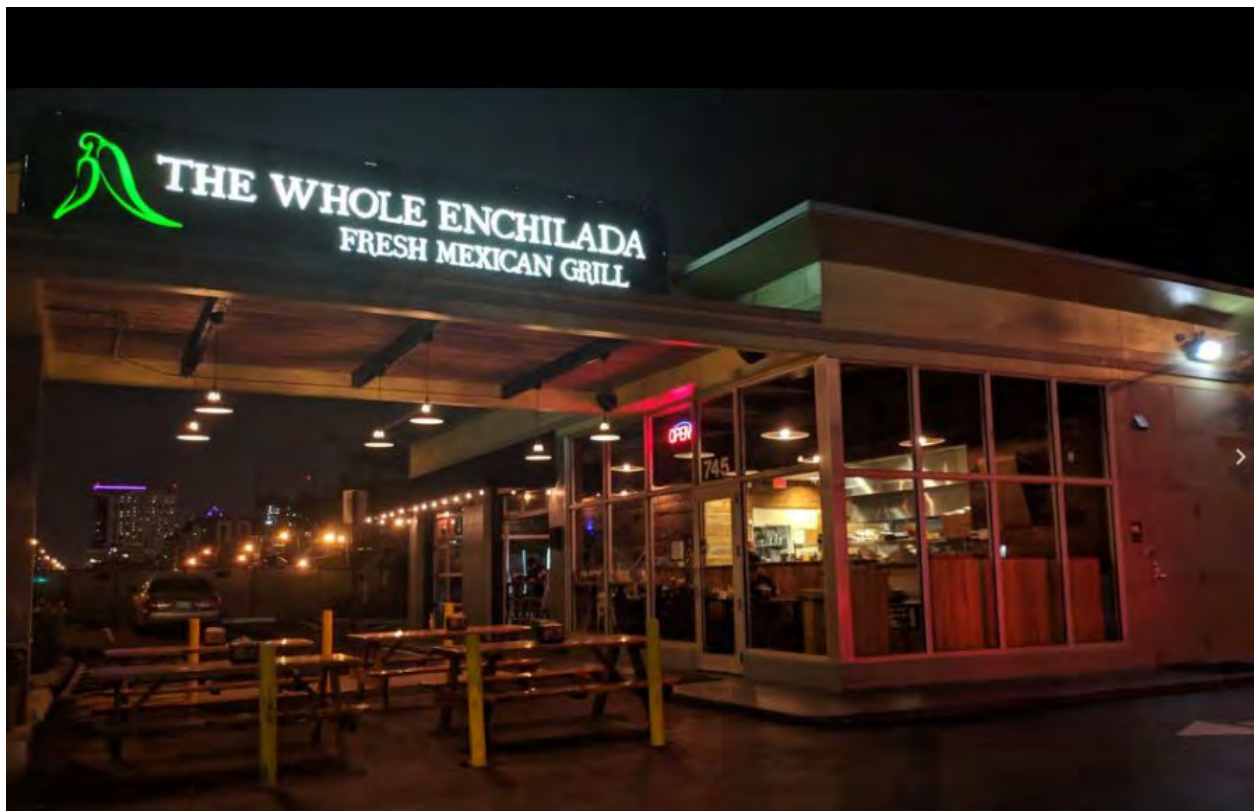
[illegible][illegible]

The signatories of a category 2 letter are absent. The letterhead was not used because the signatories have been removed from the letter. The letterhead was not used because the signatories have been removed from the letter. The letterhead was not used because the signatories have been removed from the letter.

<https://doi.org/10.1016/j.jmbs.2022.105422>



The Whole Enchilada Restaurant



The Whole Enchilada Restaurant



Rhythm and Vine



Rhythm and Vine



Roxanne's Bar and Kitchen



Roxanne's
Roxanne's Bar and Kitchen

The Abbey

Business Plan

David Cardaci
441 NE 3rd Ave
Fort Lauderdale, FL 33301
407-230-8830
david@theprocurer.com

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Executive Summary

The Abbey is a food and beverage concept situated in the epicenter of Flagler Village, Fort Lauderdale. The venue is separated into two distinct concepts; a 220 seat full service restaurant with a large outdoor patio and an special event and entertainment concept specializing in weekly entertainment activations. Both of these concepts have been positioned to accommodate the Flagler Village and surrounding area customer mix by offering a casual and inviting atmosphere with world class food, beverage, and entertainment at a reasonable price.

Company Overview

The Abbey is backed and will be operated by Knallhart Management Group, known for many Fort Lauderdale staples including The Whole Enchilada Fresh Mexican Grill, Rhythm & Vine, The Wilder, Boulevard Kitchen & Juice Bar, and Roxanne's Kitchen. Knallhart is helmed by David Cardaci who has over 18 years in the hospitality including many years with the world-renowned Nikki Beach group. Aside from David, the management group includes in-house controller and bookkeeping team, graphic design, social media manager, corporate executive chef, regional director of operations, catering team, purchasing director, and a director of programming and special events.

Design / Layout

Please see the attached "look book".



David Cardaci is known for his innovative style and expert execution of projects around the world, Cardaci is truly a trendsetter in the hospitality industry.

Management Team

David Cardaci - Founder

David Cardaci grew up in Orlando FL, and learned at an early age that with hard work and determination the sky is the limit. His role model and late grandfather Robert Harrell, known philanthropist and Senior Executive at Montgomery Ward in the 1980's always said "Discipline is the bridge between goals and accomplishment." words Cardaci lives by.

After earning a Business and Marketing degree from the University of Central Florida in 2000, he landed a job with Roy Spear, founder of The Home Shopping Network. Cardaci worked with Spears' team to create Marlin eSourcing Solutions, which is known today as Florida's premier colocation and 3PL facility. Following his success at Marlin, Cardaci accepted the Vice President position of Seascope Communications in Palo Alto, California, founded by Jim Clark creator of Netscape, Web MD, and MyCFO. It was with Seascope and Jim Clark that he began to hone his love of design and creation. The think tank like atmosphere set appropriately in Palo Alto was the fuel to ignite Cardaci's creative fire. It was at this time that he began sketching build outs and designing projects that at that point were just a dream. He often says that his time at Seascope strengthened his research and development skills and it was there that he learned the true meaning of collaboration.

After several years of working in the tech industry, he stepped out of his comfort zone and took an auspicious position with the stylish Nikki Beach group as VP of Sales and Marketing. During his first year at Nikki Beach, Cardaci worked to launch Nikki Style magazine, a fashion, travel trends magazine published monthly. While developing the sales force in both domestic and international markets he also worked with the team that opened new locations and created events including the acclaimed Nikki Beach Cannes, hosted at the Cannes Film Festival. He spent the rest of his years with the group traveling the world and working with the likes of Valentino and Tom Ford and companies such as Delta and Coke-a-Cola raising money for corporate growth.

After traveling the globe opening hospitality concepts, cultivating night life and launching a style magazine with the Nikki Beach Group Cardaci decided that he finally had what it would take to make a stake for himself in hospitality and decided to do it right here in South Florida. Everything he accomplished up until this point developed the skill and innovation that we see in Cardaci today. He has spent the last several years creating unique and successful hospitality concepts in Florida. Never lacking innovation, he develops the properties and plays a large role in concept development, design, build and project management. As president of Knallhart Management Group he has found that balance between vision, strategy, execution and day to day details. There is a buzz about Cardaci's style and he really sets himself apart. You may see him pacing in front of a vacant warehouse in Flagler Village or cruising around looking for the next success.

Vanessa Cardaci - Co-Founder

A South Florida native Vanessa grew up in hospitality holding her first position at the age of thirteen. She then carried out the natural progression of front of house success and is truly a home grown restaurateur.

Vanessa's love of travel has taken her to great cities across the US, and around the world. Long before social media made it simple to virtually immerse yourself into an experience or region. Taking dance club musts from yachties docked in Fort Lauderdale, food + drink favorites and lodging recommendations from travelers sitting at the bars she worked at.

Visiting restaurants, nightclubs, cocktail bars and hotels, always in search of true local loves. She developed a fondness for inspirational environments and timeless service. Cities like Los Angeles, New York, London and Paris, helped shape her approach to design, culinary experience and guest interaction. Her leadership style is unique and like no other. After spending a decade working for other Hospitality Groups in the South Florida Market she knows exactly where her team is coming from and where she plans to take them.

Since 2010 and in collaboration with her partner in life and business she has developed, designed, and launched several hospitality concepts of which they still operate together today under Knallhart Management Group. With

several new venues slated to open in 2021 and many Restaurant Management programs coming on deck, Vanessa will continue to assist in the growth of the Knallhart Management Portfolio. Focusing largely on purchasing and vendor relations.

Serena Narbone - Controller

Experienced largely in Food and Beverage accounting, Serena joined Knallhart Management Group in 2014, became head of accounting in 2016 and in 2018 was promoted to Controller. She oversees all accounting practices organization wide, while playing a key role with contractors and vendors with regard to all financial obligations. She interfaces regularly with Knallhart Management Group leadership regarding financial management, oversees the budgeting process and engages with outside counsel. The diligence she has consistently exhibited over the years has significantly contributed to the financial stability and success of Knallhart Management Group. In addition, Serena is increasingly involved in educating and mentoring organization leaders, expanding their knowledge about the financial aspects of Knallhart Management Group as pertains to their venue or outlet.

Ruby Stephan - Regional Director Of Operations

A hospitality veteran and a native Floridian, Ruby has had the industry experience required for her success today. Her background spans from small independently owned operations to large franchises producing over 10 million in annual revenues. Ruby has held the following positions in the industry including General Manager, Operations Manager, Banquet Manager, Food and Beverage Manager and Bar Manager. Seeking an environment where emotion and creativity is appreciated, and collaboration is valued she made Knallhart Management Group her home in 2018. Ruby is present at all properties during pre-opening and launch assessing each area of the food and beverage operation. Her diligent approach to leadership has garnered a reputation of trust, integrity and professionalism. She brings a wealth of knowledge and relationships to her work. Ruby's commitment and desire to provide the ultimate guest experience is marked through her training skills, giving each property she touches a competitive edge. She communicates effectively with accounting, leads teams across multiple venues and works successfully with creatives.

Rodrigo Piedrahita - Corporate Executive Chef

Chef Rodrigo Piedrahita's executive expertise drives Knallhart Group to reach culinary goals and compliments the creative force of the founders. His focus is new concept culinary development, design and build of high functioning kitchens for each brand, menu development, kitchen profitability, food safety, as well as the hiring, personnel development, and motivation of kitchen management. His diverse background ranging from casual to catering and into fine dining give him the edge the hospitality group desires and offers a training ground like no other. Over the span of his 24 year career, Piedrahita worked largely in South Florida he has held Executive Chef positions at the Miami Beach Convention Center, American Express, AT&T corporate headquarters, Federal Reserve Bank of Atlanta, and Boston Scientific in addition to several independent restaurants. Piedrahita spends a lot of time simplifying what he intends for a menu, and getting back to the elements that truly make a dish a success. His experience allows for creative dishes in a wide range of culinary styles. Piedrahita keeps things simple and interesting and most important of all he truly understands how to work with the seasons. He prides himself on the development of future kitchen leaders and provides the experience necessary for all who strive for a successful back of house career.

Tamara Javanovic - Beverage Director

Tamara's life passion is the art of the beverage.

Knallhart Management Group is her home, where she is responsible for new concept beverage development, menu development, bar profitability, responsible service, and the hiring, development, and beverage consistency of all outlets. Her refined palate isn't that of luck but springs from years of travel, training, and dedication to her craft. She has held front of house positions across South East Europe in Serbia, Montenegro, and Bosnia. She moved to the US in 2013 after a one year internship with Marriott International. Her multinational experience and love for the flavors of the world equip her with a striking edge. Whether she is strategizing, educating, leading, or creating, the creativity and passion that she brings to Knallhart Management Group is substantial.

Marina Poupart - Director Of Marketing + Creative Design

Marina joined Knallhart Management Group early 2019. She brings a background in graphic design, photography and creative content marketing. She Collaborates with founders to conceptualize and brand new concepts.

She works closely with leadership to deliver innovative brand strategies and creative venue programing. She is successful at maintaining a digital presence that engages consumers and aids in the execution of memorable experiences. Her commitment to influencer engagement and collaboration has been pivotal to the success of each brand. Her hospitality career spanning 10+ years allows her the rare understanding that marketing efforts should drive sales and focus on making memorable experiences for every guest.

Eyal Agal - Director Of Special Events + Programming

He works hand and hand with international artists and local artist to curate murals throughout the venues. He books world renown DJ's and live acts and cultivates signature events.

Knallhart Management Programming highlights include: Rhythm + Vine St. Patrick's Day Block Party 3k+ attendees; Annual Rhythm Fest which included collaborations with live entertainment acts, local vendors, and liquor partnerships; Super Bowl LIV Weekend with Dillon Francis which brought 2k+ attendees. Monthly activations with DJs. Live acts such as Jazzy Jeff, Nora En Pure, ATRAK, Craze, Poolside, Bondax, Purple Disco Machine, Patrick & The Swayzees.

Industry Analysis

Fort Lauderdale as a whole is growing and is expected to continue growing with a tremendous amount of that new growth taking place in the Flagler Village sub-market. The Abbey is situated in the heart of Flagler Village; an area with over 7,000 new apartments units mainly occupied by residents between the age of 24-35 with reasonably high disposable income. Flagler Village is a "live / work" submarket with many of its residents using bikes and walking as an alternative to automobiles as a method of transportation. The Fort Lauderdale and Flagler Village market is continuing to grow with thousands of new apartments and condos either under construction or in planning. This growth increasing market density paired the fact that very few new hospitality concepts are entering the market offers The Abbey an amazing opportunity to fill a void in food, beverage, and entertainment.

Target Market

The Abbey will look to attract local residents and customers from the tri-county area between the ages of 22-40. These customers travel, eat out 3-5 times per week, have an eye for the best but are in search of value.

Competitive Analysis

Comparatively speaking, there are very few restaurants in the Flagler Village market and no entertainment venues. This gives the project a tremendous advantage. There are however businesses that will compete with the Abbey customer such as The Wilder, Rhythm & Vine, Rooftop, Sparrow, and El Camino.

Marketing Plan

Knallhart Management Group will use the following resources to market The Abbey:

- Social Media

- o KMG has over 100,000 combined IG users through its other assets that it will use communicate to potential customers
- o KMG has over 30,000 emails of customers from its other assets that it will use communicate to potential customers
- o KMG has over 100,000 combined Facebook users through its other assets that it will use communicate to potential customers
- o The Abbey will have a strong entertainment program tailored to keep customers coming back
- o The Abbey will work with local publications to advertise its product
- o Most importantly, The Abbey will work to make sure that every customers experience is absolutely spot on – because word of mouth is the best form of marketing

Projected P&L Statement

Church Concept - Operating Projections												Projection YR 1	
	Mo 1	Mo 2	Mo 3	Mo 4	Mo 5	Mo 6	Mo 7	Mo 8	Mo 9	Mo 10	Mo 11	Mo 12	
Restaurant													
Customer Vol (per day)	110	120	120	130	130	160	160	190	190	210	210	220	
Beverage per person	\$22	\$22	\$22	\$22	\$23	\$24	\$24	\$24	\$24	\$28	\$28	\$28	
Monthly	\$72,600	\$79,200	\$79,200	\$85,800	\$89,700	\$115,200	\$115,200	\$136,800	\$159,600	\$176,400	\$176,400	\$184,800	
Food per person	\$16	\$16	\$16	\$16	\$18	\$18	\$20	\$20	\$20	\$20	\$21	\$21	
Monthly	\$52,800	\$57,600	\$57,600	\$62,400	\$70,200	\$66,400	\$96,000	\$114,000	\$114,000	\$126,000	\$132,300	\$136,800	
Average Monthly Rev	\$125,400.00	\$136,800.00	\$136,800.00	\$148,200.00	\$159,900.00	\$201,600.00	\$211,200.00	\$250,800.00	\$273,600.00	\$302,400.00	\$308,700.00	\$323,400.00	
Catering / Bookings	\$0.00	\$500.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	
Avg Tot/Month	\$125,400.00	\$137,300.00	\$146,800.00	\$158,200.00	\$174,900.00	\$216,600.00	\$226,200.00	\$265,800.00	\$288,600.00	\$317,400.00	\$323,700.00	\$338,400.00	
Bar / Lounge													
Customer Vol (per day)	240	260	260	260	260	260	270	270	270	290	290	290	
Beverage per person	\$20	\$20	\$25	\$25	\$30	\$30	\$30	\$35	\$35	\$35	\$35	\$35	
Monthly	\$144,000	\$156,000	\$195,000	\$195,000	\$234,000	\$234,000	\$243,000	\$283,500	\$283,500	\$304,500	\$304,500	\$304,500	
Food per person	\$0	\$0	\$0	\$0	\$0	\$0	\$16	\$0	\$0	\$0	\$0	\$0	
Monthly	\$0	\$0	\$0	\$0	\$0	\$0	\$129,600	\$0	\$0	\$0	\$0	\$0	
Average Monthly Rev	\$144,000.00	\$156,000.00	\$195,000.00	\$195,000.00	\$234,000.00	\$234,000.00	\$372,600.00	\$283,500.00	\$283,500.00	\$304,500.00	\$304,500.00	\$304,500.00	
Catering / Bookings	\$0.00	\$500.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	
Avg Tot/Month	\$144,000.00	\$156,500.00	\$205,000.00	\$205,000.00	\$249,000.00	\$249,000.00	\$387,600.00	\$298,500.00	\$298,500.00	\$319,500.00	\$319,500.00	\$319,500.00	
TOTAL FOOD REV	\$52,800.00	\$57,600.00	\$57,600.00	\$62,400.00	\$70,200.00	\$86,400.00	\$96,000.00	\$114,000.00	\$114,000.00	\$126,000.00	\$132,300.00	\$136,800.00	
TOTAL BEV REV	\$218,600.00	\$235,200.00	\$274,200.00	\$280,800.00	\$323,700.00	\$349,200.00	\$356,200.00	\$420,300.00	\$443,100.00	\$460,900.00	\$480,900.00	\$489,300.00	
TOTAL CATERING REV	\$0.00	\$1,000.00	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	
Avg Tot/Month	\$269,400.00	\$293,800.00	\$351,600.00	\$363,200.00	\$423,900.00	\$465,600.00	\$464,200.00	\$584,300.00	\$587,100.00	\$636,900.00	\$643,200.00	\$657,900.00	
V													
Pour Cost Cost (20%)	\$43,320.00	\$47,040.00	\$54,840.00	\$58,160.00	\$64,740.00	\$69,840.00	\$71,640.00	\$84,060.00	\$88,620.00	\$98,180.00	\$98,180.00	\$97,860.00	
Disposables (.5%)	\$1,347.00	\$1,469.00	\$1,759.00	\$1,616.00	\$2,119.50	\$2,328.00	\$2,421.50	\$2,821.50	\$2,935.50	\$3,184.50	\$3,216.00	\$3,289.50	
Mixers (1%)	\$2,168.00	\$2,352.00	\$2,742.00	\$2,608.00	\$3,237.00	\$3,492.00	\$3,662.00	\$4,203.00	\$4,431.00	\$4,809.00	\$4,809.00	\$4,893.00	
Breakage (1%)	\$2,694.00	\$2,938.00	\$3,518.00	\$3,832.00	\$4,239.00	\$4,658.00	\$4,842.00	\$5,643.00	\$5,871.00	\$6,369.00	\$6,432.00	\$6,679.00	
Discounts/Promos (2%)	\$5,388.00	\$5,676.00	\$7,036.00	\$7,284.00	\$8,478.00	\$9,312.00	\$9,684.00	\$11,286.00	\$11,742.00	\$12,738.00	\$12,864.00	\$13,158.00	
Food Cost (30%)	\$15,840.00	\$17,260.00	\$17,280.00	\$18,720.00	\$21,060.00	\$25,920.00	\$28,800.00	\$34,200.00	\$34,200.00	\$37,600.00	\$39,690.00	\$41,660.00	
Employees (28%)	\$60,648.00	\$65,856.00	\$76,776.00	\$78,624.00	\$90,636.00	\$97,776.00	\$100,296.00	\$117,684.00	\$124,068.00	\$134,652.00	\$134,652.00	\$137,004.00	
Total / Mo	\$131,403.00	\$142,811.00	\$163,951.00	\$169,024.00	\$194,509.50	\$213,324.00	\$221,285.00	\$259,697.50	\$271,667.50	\$295,732.50	\$297,843.00	\$304,363.50	
PDS annual	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	
ASCAP BMI / Sasac	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	
Paper (impact / thermal)	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	
Linens mats / other	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	
Entertainment	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	
Cleaning	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00	
Security	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	
Total / Mo	\$46,800.00	\$46,800.00	\$46,800.00	\$46,800.00	\$46,800.00	\$46,800.00	\$46,800.00	\$46,800.00	\$46,800.00	\$46,800.00	\$46,800.00	\$46,800.00	
Total Variable	\$178,203.00	\$189,611.00	\$210,751.00	\$215,824.00	\$241,309.50	\$260,124.00	\$268,085.00	\$306,697.50	\$318,667.50	\$342,532.50	\$344,643.00	\$351,163.50	
F													
Total Variable	\$178,203.00	\$189,611.00	\$210,751.00	\$215,824.00	\$241,309.50	\$260,124.00	\$268,085.00	\$306,697.50	\$318,667.50	\$342,532.50	\$344,643.00	\$351,163.50	
Rent (5%)	\$13,470.00	\$14,690.00	\$17,590.00	\$18,160.00	\$21,195.00	\$23,280.00	\$24,210.00	\$28,215.00	\$29,355.00	\$31,845.00	\$32,160.00	\$32,695.00	
Elect	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	
Water	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	
Ice Machine Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Gas	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	
Test	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	
Insurance	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	
Phone / Internet	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	
Marketing	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	
Other / Maintenance	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	
Trash	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	
Office Sup	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	
Management Fee (3%)	\$6,082.00	\$6,814.00	\$10,554.00	\$10,898.00	\$12,717.00	\$13,968.00	\$14,526.00	\$16,929.00	\$17,613.00	\$19,107.00	\$19,296.00	\$19,737.00	
misc fees	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	
Annual Licensing	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	
Legal / Accounting	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	
	\$73,302.00	\$75,254.00	\$79,894.00	\$80,806.00	\$85,662.00	\$88,998.00	\$90,466.00	\$96,684.00	\$98,718.00	\$102,702.00	\$103,206.00	\$104,382.00	
Total Mo Costs	\$251,505.00	\$264,865.00	\$290,645.00	\$296,630.00	\$326,871.50	\$349,122.00	\$356,551.00	\$403,591.50	\$417,385.50	\$445,234.50	\$447,849.00	\$455,545.50	
Total Mo/ Profit/Loss	\$17,895.00	\$28,935.00	\$61,155.00	\$68,570.00	\$98,928.50	\$118,478.00	\$125,649.00	\$160,708.50	\$169,714.50	\$191,865.50	\$195,351.00	\$202,354.50	
Running P and L / Mo	\$17,895.00	\$48,830.00	\$107,965.00	\$174,555.00	\$271,483.50	\$367,661.50	\$513,810.50	\$674,318.00	\$844,033.50	\$1,035,699.00	\$1,231,050.00	\$1,433,404.50	
									year end gross profit	\$5,741,300.00			
									year end gross costs	\$4,307,895.50			
									year end net profit	\$1,433,404.50		24.97%	

[illegible]

BRAND IDENTITY VISION

THE
Colony
HOTEL



POTENTIAL NAMES

THE SANCTUARY • THE ABBEY • BAR ABBEY • CLUB ABBEY
ABBAY SOCIAL • THE ABBEY SOCIAL • REVELRY • THE JAMES
THE SUGAR CLUB

RESTAURANT LAYOUT INTERIOR



RESTAURANT LAYOUT EXTERIOR



CULINARY VISION NIGHTTIME



COCKTAIL PROGRAM



MENU DESIGN VISION.

Le Petit Fernand
LA GAZETTE D'ESTER

LA PETITE ANNÉE LE PAYS DE L'ANGE

H ORO SCOPE

PORTABLE DOUBLE

FÉVRIER



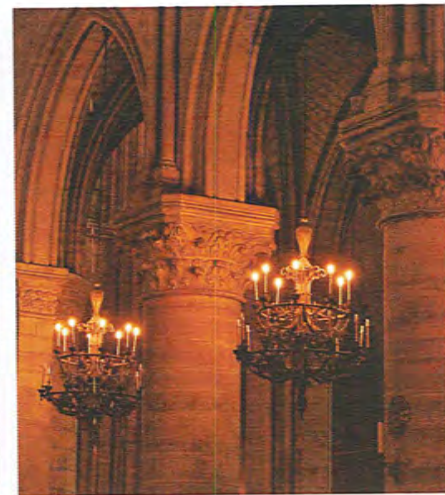
DAYLIFE + CULTURE VISION



FRONT BAR LAYOUT



LAYOUT



CULINARY VISION



City of Fort Lauderdale

Exhibit 10

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



APPLICATION FOR CRA FUNDING ASSISTANCE

Name of Principal Owner in Charge David Cardaci		Tel. No. 407-230-8830		E-Mail Address david@davidcardaci.com	
Primary Contact for this CRA Request David Cardaci		Tel. No. 407-230-8830		E-Mail Address david@davidcardaci.com	
Name of Business Knallhart Holdings II, LLC		Tax I.D. No. 84-3269761		Company Website www.knallhartgroup.com	
Business Address 441 NE 3rd Ave		Tel. No. 407-230-8830		Fax No.	
City Fort Lauderdale		State FL		Zip Code 33305	
Commencement Date to Begin Project: 7/1/19				JOB INFORMATION	
Completion Date for Project: 5/1/21				Full Time Equivalent (FTE) Jobs to be created 125	
Check Appropriate Description ☐ Existing Business ☒ New Business		Project Type ☐ Expansion ☐ Relocation		Facility Description Existing Space 11,000 sq. ft. New Space sq. ft.	
NAICS Code / Industry Type 722513		Date of Incorporation 10/3/19		State where the business was incorporated FL	
Proposed Project Location/City Fort Lauderdale		Proposed Address 441 NE 3rd Ave			
Property Control Number(s) 504203022080		Property Owner URBN Flagler, LLC			
Owner Tel. No. (include Area Code) 954-600-0633		Is there a lien on the property? ☐ Yes ☐ 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. 2.					
Name of Participating Bank/Lender Professional Bank					
Amount \$ 1,250,000		Contact Person Miquel Boscan		Tel. No. (include Area Code) 305-812-5198	
Name of Other Financial Source					
Amount \$		Contact Person		Tel. No. (include Area Code)	
Name of Other Financial Source					
Amount \$		Contact Person		Tel. No. (include Area Code)	
Name of Other Financial Source					
Amount \$		Contact Person		Tel. No. (include Area Code)	
Name of Other Financial Source					
Amount \$		Contact Person		Tel. No. (include Area Code)	
Project Purpose and Economic Impact					

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
David Cardaci	1753 Poinsettia Dr Fort Lauderdale, FL 33305	100 %	10/1/19	Current
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: \$ 3,000,000
2. Please state the overall project costs related to the CRA's assisted activity? \$ 2,527,000.00
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)	\$1,250,000	3.5	20
City funds			
CRA funds	\$275,000		
Company's current cash assets			
Owner equity (specify)	\$1,475,000		
Other (specify)			
Other (specify)			
Other (specify)			
Total Sources	\$3,000,000		
Select the Use(s) of Funds and the Amount Need for Each	Sources of Funds (Yes or No)	Amount	
Land Acquisition	No		
Real Property Acquisition	No		
Utility and road infrastructure improvements	Yes	\$50,000	
New construction of commercial and industrial buildings	No		
Rehabilitation of commercial and industrial buildings	Yes	\$2,000,000	
Purchase and installation of equipment and fixtures	Yes	\$950,000	
Other (specify)			
Other (specify)			
Other (specify)			
Total Uses		\$3,000,000	

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: Professional Bank	\$ 1,250,000	3/1/20	\$ 1,250,000	% 3.5	3/1/40	\$ 7,300
Name: _____	\$		\$	%		\$
Name: _____	\$		\$	%		\$
Name: _____	\$		\$	%		\$
Name: _____	\$		\$	%		\$
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)

The following items are also needed, if your funding request is \$500,000 or more

14. CPA audited corporate financial statements for the last three years (*Profit and Loss Statement and a Balance Sheet*).
15. If the most recent business return and/or financial statement is more sixty (60) days old, please submit a current Interim Financial Statement.
16. Three year financial pro formas which include operating statements, balance sheets, funding sources, and use details.
17. Ten year revenue and expense projection for the project
18. Copy of sales/purchase agreement when purchasing land or a building (*or an executed lease if applicable*).

19. 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.
20. Provide details regarding any credit issues, bankruptcies and lawsuits by any principal, owning 20% or more of the business.
21. 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.
22. Attach a street map showing the location of the proposed project, Property Folio number and Legal Description.
23. 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.
24. Identification and qualifications of project development team (*i.e., attorney, engineer, architect, general contractor, etc.*).
25. Current Broward County Assessed Value, new capital investment dollars and total estimated new assessment when completed and placed into service.
26. Preliminary Project Schedule
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: Knallhaft Holding II, LLC

By: David Cardaci MGRM 10/13/20
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

List of all Jobs to be Created

EXHIBIT #3

Job Title	#	Brief Job Description	Annual Average Salary	Industry Average Salary	Experience/Education/Skills Required
General Manager	1	Bucsiness Operations	\$100,000	\$100,000	Min 5 Years of Same
Assistant GM	1	Assistant to GM	\$60,000	\$60,000	Min 5 Years of Same
Exec Chef	1	Manages all food operations	\$90,000	\$90,000	Min 8 Years of Same
Sous Chef	1	Assist Exec Chef	\$45,000	\$45,000	Min 3 Years of Same
Beverag Manager	1	Operates bar service	\$50,000	\$50,000	Min 5 Years of Same
Cook	12	Kitchen Cook	\$14 ph	\$14 ph	
Prep	9	Food Preperation	\$13 ph	\$13 ph	
Dish	5	Dish Washer	\$10 ph	\$10 ph	
Server	20	Food Service	Server	Server	
Porter / Runner	20	Food Runner / Cleaner	Server	Server	
Host / Hostess	9	Customer Management	\$12	\$12	
Bartender	40	Bar Service	Server	Server	
Barback	12	Bar Support	Server	Server	
Other	10				

***USE ADDITIONAL SHEETS IF NECESSARY**



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	\$ 50,000
☒ PROPERTY AND BUSINESS IMPROVEMENT PROGRAM	\$ 225,000
☒ 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. **Complete rehab of the property converting the use to hospitality.**
2. What is the address, folio number and legal description of the property. **441 NE 3rd Ave Fort Lauderdale, FL 33305. Folio 5042 03 02 2080**
3. What is the existing and proposed use of the property? **The existing use was a church and the proposed future use is hospitality.** 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. **The lease is attached.**
5. What is the zoning of the property? **RAC-CC**
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. **Deed attached.**
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? (While property acquisition cost is not an eligible CRA expense, it may be included in your total capital investment). The total project cost is approximately **\$3,000,000. Approximately \$170,000 are soft costs.**
9. What is the current Broward County Assessed Value of the property? **\$1,010,000**
10. Is there a mortgage on the property? **No.** 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? **No.** Please provide OR Book and Page.
 12. Are there any code violations on the property? Identify. **No.**
 13. Is the property listed "For Sale." Please note that properties listed for sale may not apply for CRA program funding. **No.**
 14. How many new permanent jobs will be created by the project? Please describe the jobs to be created and projected salaries. **~128**
 15. What is the estimated construction commencement date of the project? **12/1/19.** 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? **5/1/21.** 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? **Yes.** 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 you previously received funding from the CRA? **No.** 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? **Yes.** If so, please include for CRA review and approval. **Included in provided plans.**
21. Do you have completed architectural drawings for the scope of work to be performed? **Yes.** 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. **Included.**
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? The master permit number is **PM-19042597.** All work must be permitted and approved by the Building Official.
23. Do you have detailed, written contractor cost estimates? If so, please provide. **Provided in separate document.**
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 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

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 **David Cardaci** 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.

David Cardaci

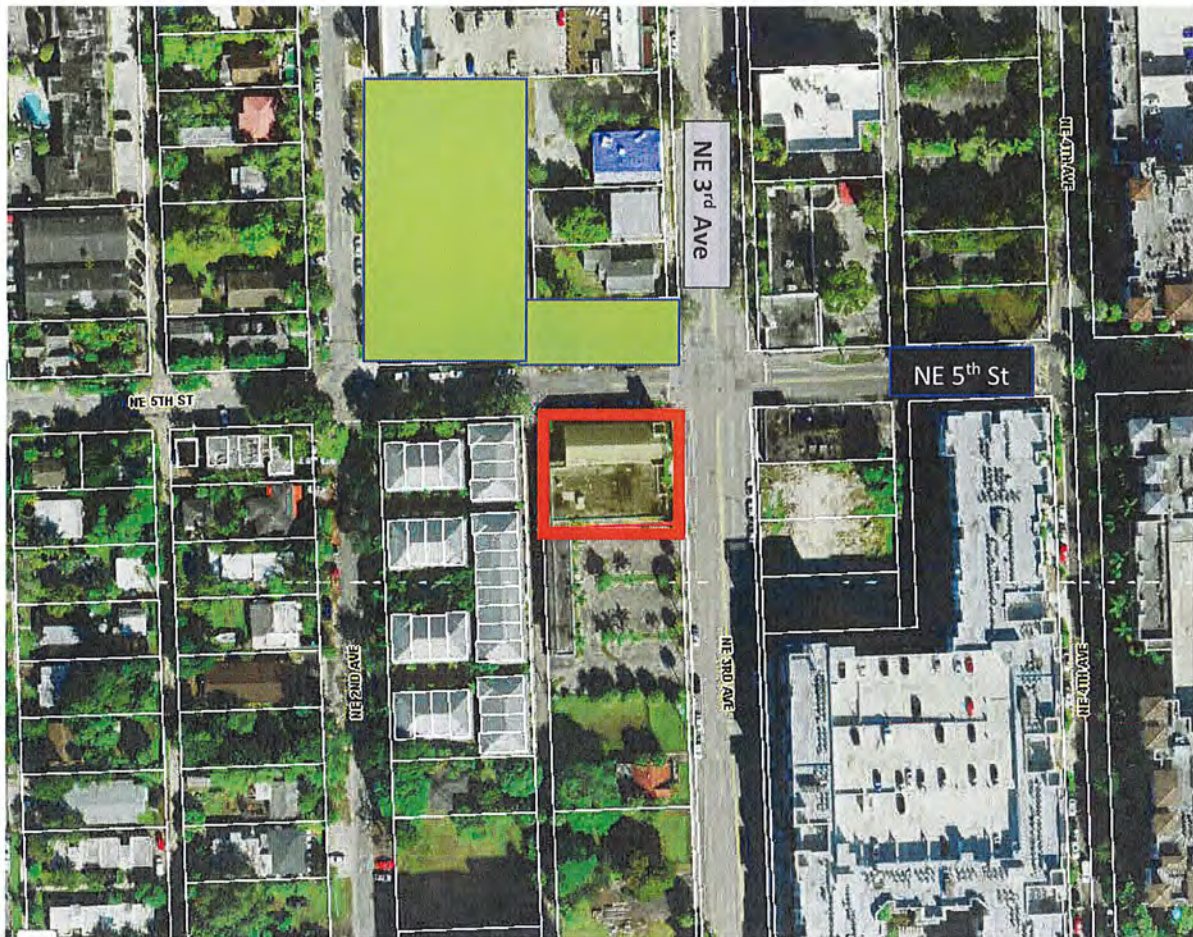
Signature of

Property Owner or Business Owner

David Cardaci

Print Name

LOCATION MAP



The Abbey



New "Asta" 53 Space Private Pay Lot

The Abbey

Business Plan

David Cardaci
441 NE 3rd Ave
Fort Lauderdale, FL 33301
407-230-8830
david@theprocurer.com

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2. Company Overview
 - a. Design/Layout
 - c. Management Team
3. Industry Analysis
 - a. Target Market
 - b. Location Analysis
 - c. Competitive Analysis
4. Marketing Plan
5. Financial Analysis/Growth Plan
 - a. Projected P&L Statement

Executive Summary

The Abbey is a food and beverage concept situated in the epicenter of Flagler Village, Fort Lauderdale. The venue is separated into two distinct concepts; a 220 seat full service restaurant with a large outdoor patio and an special event and entertainment concept specializing in weekly entertainment activations. Both of these concepts have been positioned to accommodate the Flagler Village and surrounding area customer mix by offering a casual and inviting atmosphere with world class food, beverage, and entertainment at a reasonable price.

Company Overview

The Abbey is backed and will be operated by Knallhart Management Group, known for many Fort Lauderdale staples including The Whole Enchilada Fresh Mexican Grill, Rhythm & Vine, The Wilder, Boulevard Kitchen & Juice Bar, and Roxanne's Kitchen. Knallhart is helmed by David Cardaci who has over 18 years in the hospitality including many years with the world-renowned Nikki Beach group. Aside from David, the management group includes in-house controller and bookkeeping team, graphic design, social media manager, corporate executive chef, regional director of operations, catering team, purchasing director, and a director of programming and special events.

Design / Layout

Please see the attached "look book".



David Cardaci is known for his innovative style and expert execution of projects around the world, Cardaci is truly a trendsetter in the hospitality industry.

Management Team

David Cardaci - Founder

David Cardaci grew up in Orlando FL, and learned at an early age that with hard work and determination the sky is the limit. His role model and late grandfather Robert Harrell, known philanthropist and Senior Executive at Montgomery Ward in the 1980's always said "Discipline is the bridge between goals and accomplishment." words Cardaci lives by.

After earning a Business and Marketing degree from the University of Central Florida in 2000, he landed a job with Roy Spear, founder of The Home Shopping Network. Cardaci worked with Spears' team to create Marlin eSourcing Solutions, which is known today as Florida's premier colocation and 3PL facility. Following his success at Marlin, Cardaci accepted the Vice President position of Seascope Communications in Palo Alto, California, founded by Jim Clark creator of Netscape, Web MD, and MyCFO. It was with Seascope and Jim Clark that he began to hone his love of design and creation. The think tank like atmosphere set appropriately in Palo Alto was the fuel to ignite Cardaci's creative fire. It was at this time that he began sketching build outs and designing projects that at that point were just a dream. He often says that his time at Seascope strengthened his research and development skills and it was there that he learned the true meaning of collaboration.

After several years of working in the tech industry, he stepped out of his comfort zone and took an auspicious position with the stylish Nikki Beach group as VP of Sales and Marketing. During his first year at Nikki Beach, Cardaci worked to launch Nikki Style magazine, a fashion, travel trends magazine published monthly. While developing the sales force in both domestic and international markets he also worked with the team that opened new locations and created events including the acclaimed Nikki Beach Cannes, hosted at the Cannes Film Festival. He spent the rest of his years with the group traveling the world and working with the likes of Valentino and Tom Ford and companies such as Delta and Coke-a-Cola raising money for corporate growth.

After traveling the globe opening hospitality concepts, cultivating night life and launching a style magazine with the Nikki Beach Group Cardaci decided that he finally had what it would take to make a stake for himself in hospitality and decided to do it right here in South Florida. Everything he accomplished up until this point developed the skill and innovation that we see in Cardaci today. He has spent the last several years creating unique and successful hospitality concepts in Florida. Never lacking innovation, he develops the properties and plays a large role in concept development, design, build and project management. As president of Knallhart Management Group he has found that balance between vision, strategy, execution and day to day details. There is a buzz about Cardaci's style and he really sets himself apart. You may see him pacing in front of a vacant warehouse in Flagler Village or cruising around looking for the next success.

Vanessa Cardaci - Co-Founder

A South Florida native Vanessa grew up in hospitality holding her first position at the age of thirteen. She then carried out the natural progression of front of house success and is truly a home grown restaurateur. Vanessa's love of travel has taken her to great cities across the US, and around the world. Long before social media made it simple to virtually immerse yourself into an experience or region. Taking dance club musts from yachties docked in Fort Lauderdale, food + drink favorites and lodging recommendations from travelers sitting at the bars she worked at.

Visiting restaurants, nightclubs, cocktail bars and hotels, always in search of true local loves. She developed a fondness for inspirational environments and timeless service. Cities like Los Angeles, New York, London and Paris, helped shape her approach to design, culinary experience and guest interaction. Her leadership style is unique and like no other. After spending a decade working for other Hospitality Groups in the South Florida Market she knows exactly where her team is coming from and where she plans to take them.

Since 2010 and in collaboration with her partner in life and business she has developed, designed, and launched several hospitality concepts of which they still operate together today under Knallhart Management Group. With

several new venues slated to open in 2021 and many Restaurant Management programs coming on deck, Vanessa will continue to assist in the growth of the Knallhart Management Portfolio. Focusing largely on purchasing and vendor relations.

Serena Narbone - Controller

Experienced largely in Food and Beverage accounting, Serena joined Knallhart Management Group in 2014, became head of accounting in 2016 and in 2018 was promoted to Controller. She oversees all accounting practices organization wide, while playing a key role with contractors and vendors with regard to all financial obligations. She interfaces regularly with Knallhart Management Group leadership regarding financial management, oversees the budgeting process and engages with outside counsel. The diligence she has consistently exhibited over the years has significantly contributed to the financial stability and success of Knallhart Management Group. In addition, Serena is increasingly involved in educating and mentoring organization leaders, expanding their knowledge about the financial aspects of Knallhart Management Group as pertains to their venue or outlet.

Ruby Stephan - Regional Director Of Operations

A hospitality veteran and a native Floridian, Ruby has had the industry experience required for her success today. Her background spans from small independently owned operations to large franchises producing over 10 million in annual revenues. Ruby has held the following positions in the industry including General Manager, Operations Manager, Banquet Manager, Food and Beverage Manager and Bar Manager. Seeking an environment where emotion and creativity is appreciated, and collaboration is valued she made Knallhart Management Group her home in 2018. Ruby is present at all properties during pre-opening and launch assessing each area of the food and beverage operation. Her diligent approach to leadership has garnered a reputation of trust, integrity and professionalism. She brings a wealth of knowledge and relationships to her work. Ruby's commitment and desire to provide the ultimate guest experience is marked through her training skills, giving each property she touches a competitive edge. She communicates effectively with accounting, leads teams across multiple venues and works successfully with creatives.

Rodrigo Piedrahita - Corporate Executive Chef

Chef Rodrigo Piedrahita's executive expertise drives Knallhart Group to reach culinary goals and compliments the creative force of the founders. His focus is new concept culinary development, design and build of high functioning kitchens for each brand, menu development, kitchen profitability, food safety, as well as the hiring, personnel development, and motivation of kitchen management. His diverse background ranging from casual to catering and into fine dining give him the edge the hospitality group desires and offers a training ground like no other. Over the span of his 24 year career, Piedrahita worked largely in South Florida he has held Executive Chef positions at the Miami Beach Convention Center, American Express, AT&T corporate headquarters, Federal Reserve Bank of Atlanta, and Boston Scientific in addition to several independent restaurants. Piedrahita spends a lot of time simplifying what he intends for a menu, and getting back to the elements that truly make a dish a success. His experience allows for creative dishes in a wide range of culinary styles. Piedrahita keeps things simple and interesting and most important of all he truly understands how to work with the seasons. He prides himself on the development of future kitchen leaders and provides the experience necessary for all who strive for a successful back of house career.

Tamara Javanovic - Beverage Director

Tamara's life passion is the art of the beverage.

Knallhart Management Group is her home, where she is responsible for new concept beverage development, menu development, bar profitability, responsible service, and the hiring, development, and beverage consistency of all outlets. Her refined palate isn't that of luck but springs from years of travel, training, and dedication to her craft. She has held front of house positions across South East Europe in Serbia, Montenegro, and Bosnia. She moved to the US in 2013 after a one year internship with Marriott International. Her multinational experience and love for the flavors of the world equip her with a striking edge. Whether she is strategizing, educating, leading, or creating, the creativity and passion that she brings to Knallhart Management Group is substantial.

Marina Poupart - Director Of Marketing + Creative Design

Marina joined Knallhart Management Group early 2019. She brings a background in graphic design, photography and creative content marketing. She Collaborates with founders to conceptualize and brand new concepts.

She works closely with leadership to deliver innovative brand strategies and creative venue programming. She is successful at maintaining a digital presence that engages consumers and aids in the execution of memorable experiences. Her commitment to influencer engagement and collaboration has been pivotal to the success of each brand. Her hospitality career spanning 10+ years allows her the rare understanding that marketing efforts should drive sales and focus on making memorable experiences for every guest.

Eyal Agal - Director Of Special Events + Programming

He works hand and hand with international artists and local artist to curate murals throughout the venues. He books world renown DJ's and live acts and cultivates signature events.

Knallhart Management Programming highlights include: Rhythm + Vine St. Patrick's Day Block Party 3k+ attendees; Annual Rhythm Fest which included collaborations with live entertainment acts, local vendors, and liquor partnerships; Super Bowl LIV Weekend with Dillon Francis which brought 2k+ attendees. Monthly activations with DJs. Live acts such as Jazzy Jeff, Nora En Pure, ATRAK, Craze, Poolside, Bondax, Purple Disco Machine, Patrick & The Swayzees.

Industry Analysis

Fort Lauderdale as a whole is growing and is expected to continue growing with a tremendous amount of that new growth taking place in the Flagler Village sub-market. The Abbey is situated in the heart of Flagler Village; an area with over 7,000 new apartments units mainly occupied by residents between the age of 24-35 with reasonably high disposable income. Flagler Village is a "live / work" submarket with many of its residents using bikes and walking as an alternative to automobiles as a method of transportation. The Fort Lauderdale and Flagler Village market is continuing to grow with thousands of new apartments and condos either under construction or in planning. This growth increasing market density paired the fact that very few new hospitality concepts are entering the market offers The Abbey an amazing opportunity to fill a void in food, beverage, and entertainment.

Target Market

The Abbey will look to attract local residents and customers from the tri-county area between the ages of 22-40. These customers travel, eat out 3-5 times per week, have an eye for the best but are in search of value.

Competitive Analysis

Comparatively speaking, there are very few restaurants in the Flagler Village market and no entertainment venues. This gives the project a tremendous advantage. There are however businesses that will compete with the Abbey customer such as The Wilder, Rhythm & Vine, Rooftop, Sparrow, and El Camino.

Marketing Plan

Knallhart Management Group will use the following resources to market The Abbey:

- Social Media
 - o KMG has over 100,000 combined IG users through its other assets that it will use communicate to potential customers
 - o KMG has over 80,000 emails of customers from its other assets that it will use communicate to potential customers
 - o KMG has over 100,000 combined Facebook users through its other assets that it will use communicate to potential customers
 - o The Abbey will have a strong entertainment program tailored to keep customers coming back
 - o The Abbey will work with local publications to advertise its product
 - o Most importantly, The Abbey will work to make sure that every customers experience is absolutely spot on – because word of mount is the best form of marketing

Projected P&L Statement

Church Concept - Operating Projections											Projection YR 1			
Restaurant	Mo 1	Mo 2	Mo 3	Mo 4	Mo 5	Mo 6	Mo 7	Mo 8	Mo 9	Mo 10	Mo 11	Mo 12		
Customer Vol (per day)	110	120	120	130	130	160	180	190	190	210	210	220		
Beverage per person	\$22	\$22	\$22	\$22	\$23	\$24	\$24	\$24	\$24	\$28	\$28	\$28		
Monthly	\$72,600	\$79,200	\$79,200	\$85,800	\$89,700	\$115,200	\$115,200	\$136,800	\$159,600	\$176,400	\$176,400	\$184,800		
Food per person	\$16	\$16	\$18	\$18	\$18	\$18	\$20	\$20	\$20	\$20	\$21	\$21		
Monthly	\$52,800	\$57,600	\$57,600	\$62,400	\$70,200	\$86,400	\$96,000	\$114,000	\$114,000	\$126,000	\$132,300	\$138,800		
Average Monthly Rev	\$125,400	\$136,800	\$136,800	\$148,200	\$159,900	\$201,600	\$211,200	\$250,800	\$273,600	\$302,400	\$306,700	\$323,600		
Catering / Bookings	\$0.00	\$500.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00		
Avg Tot/Month	\$125,400.00	\$137,300.00	\$146,800.00	\$158,200.00	\$174,900.00	\$216,600.00	\$226,200.00	\$265,800.00	\$288,600.00	\$317,400.00	\$323,700.00	\$338,600.00		
Bar / Lounge	Mo 1	Mo 2	Mo 3	Mo 4	Mo 5	Mo 6	Mo 7	Mo 8	Mo 9	Mo 10	Mo 11	Mo 12		
Customer Vol (per day)	240	260	260	260	260	260	270	270	270	290	290	290		
Beverage per person	\$20	\$20	\$25	\$25	\$25	\$30	\$30	\$30	\$35	\$35	\$35	\$35		
Monthly	\$144,000	\$158,000	\$195,000	\$195,000	\$234,000	\$234,000	\$243,000	\$243,000	\$283,500	\$304,500	\$304,500	\$304,500		
Food per person	\$0	\$0	\$0	\$0	\$0	\$0	\$16	\$16	\$0	\$0	\$0	\$0		
Monthly	\$0	\$0	\$0	\$0	\$0	\$0	\$129,600	\$129,600	\$0	\$0	\$0	\$0		
Average Monthly Rev	\$144,000.00	\$158,000.00	\$195,000.00	\$195,000.00	\$234,000.00	\$234,000.00	\$372,600.00	\$372,600.00	\$283,500.00	\$304,500.00	\$304,500.00	\$304,500.00		
Catering / Bookings	\$0.00	\$800.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00		
Avg Tot/Month	\$144,000.00	\$158,800.00	\$205,000.00	\$205,000.00	\$249,000.00	\$249,000.00	\$587,600.00	\$587,600.00	\$298,500.00	\$319,500.00	\$319,500.00	\$319,500.00		
TOTAL FOOD REV	\$52,800.00	\$57,600.00	\$57,600.00	\$62,400.00	\$70,200.00	\$86,400.00	\$96,000.00	\$114,000.00	\$114,000.00	\$126,000.00	\$132,300.00	\$138,800.00		
TOTAL BEV REV	\$219,600.00	\$235,200.00	\$274,200.00	\$280,800.00	\$323,700.00	\$349,200.00	\$358,200.00	\$420,300.00	\$443,100.00	\$480,900.00	\$480,900.00	\$489,300.00		
TOTAL CATERING REV	\$0.00	\$1,000.00	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00		
Avg Tot/Month	\$269,400.00	\$293,800.00	\$351,600.00	\$363,200.00	\$423,900.00	\$465,600.00	\$464,200.00	\$564,300.00	\$587,100.00	\$636,900.00	\$643,200.00	\$657,900.00		
Pour Cost Cost (20%)	\$43,320.00	\$47,040.00	\$54,840.00	\$58,180.00	\$64,740.00	\$69,840.00	\$71,640.00	\$84,060.00	\$86,620.00	\$98,180.00	\$98,180.00	\$97,860.00		
Disposables (5%)	\$1,347.00	\$1,469.00	\$1,759.00	\$1,816.00	\$2,119.50	\$2,328.00	\$2,421.00	\$2,821.50	\$2,935.50	\$3,184.50	\$3,184.50	\$3,289.50		
Mixers (1%)	\$2,188.00	\$2,352.00	\$2,742.00	\$2,808.00	\$3,237.00	\$3,462.00	\$3,582.00	\$4,203.00	\$4,431.00	\$4,809.00	\$4,809.00	\$4,893.00		
Breakage (1%)	\$2,694.00	\$2,938.00	\$3,518.00	\$3,632.00	\$4,239.00	\$4,656.00	\$4,842.00	\$5,643.00	\$5,871.00	\$6,369.00	\$6,369.00	\$6,579.00		
Discounts/Promos (2%)	\$5,388.00	\$5,876.00	\$7,036.00	\$7,284.00	\$8,478.00	\$9,312.00	\$9,684.00	\$11,288.00	\$11,742.00	\$12,738.00	\$12,884.00	\$13,158.00		
Food Cost (30%)	\$15,640.00	\$17,260.00	\$17,280.00	\$18,720.00	\$21,060.00	\$25,920.00	\$28,800.00	\$34,200.00	\$34,200.00	\$37,800.00	\$39,600.00	\$41,680.00		
Employees (28%)	\$60,648.00	\$65,856.00	\$78,776.00	\$78,624.00	\$90,636.00	\$97,776.00	\$100,296.00	\$117,684.00	\$124,068.00	\$134,652.00	\$134,652.00	\$137,004.00		
Total / Mo	\$131,403.00	\$142,611.00	\$183,951.00	\$169,024.00	\$194,509.50	\$213,324.00	\$221,285.00	\$259,697.50	\$271,667.50	\$298,732.50	\$297,843.00	\$304,363.50		
POS annual	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00		
ASCAP BME / Sasac	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00		
Paper (impact / thermal)	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00		
Linens mats / other	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00		
Entertainment	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00		
Cleaning	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00		
Security	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00		
Total / Mo	\$46,800.00	\$46,800.00	\$46,800.00	\$46,800.00	\$46,800.00	\$46,800.00	\$46,800.00	\$46,800.00	\$46,800.00	\$46,800.00	\$46,800.00	\$46,800.00		
Total Variable	\$178,203.00	\$189,611.00	\$210,751.00	\$215,824.00	\$241,309.50	\$260,124.00	\$268,085.00	\$306,697.50	\$318,667.50	\$342,532.50	\$344,643.00	\$351,163.50		
Total Variable	\$178,203.00	\$189,611.00	\$210,751.00	\$215,824.00	\$241,309.50	\$260,124.00	\$268,085.00	\$306,697.50	\$318,667.50	\$342,532.50	\$344,643.00	\$351,163.50		
Rent (5%)	\$13,470.00	\$14,690.00	\$17,590.00	\$18,160.00	\$21,195.00	\$23,260.00	\$24,210.00	\$28,215.00	\$29,355.00	\$31,845.00	\$32,160.00	\$32,895.00		
Elect	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00		
Water	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00		
Ice Machine Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Gas	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00		
Test	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00		
Insurance	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00		
Phone / Internet	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00		
Marketing	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00		
Other / Maintenance	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00		
Trash	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00		
Office Sup	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00		
Management Fee (3%)	\$8,082.00	\$8,814.00	\$10,554.00	\$10,898.00	\$12,717.50	\$13,988.00	\$14,526.00	\$16,829.00	\$17,613.00	\$19,107.00	\$19,296.00	\$19,737.00		
misc fees	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00		
Annual Licensing	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00		
Legal / Accounting	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00		
	\$73,302.00	\$75,254.00	\$79,894.00	\$80,808.00	\$85,662.00	\$88,998.00	\$90,486.00	\$96,894.00	\$98,718.00	\$102,702.00	\$103,206.00	\$104,382.00		
Total Mo Costs	\$251,505.00	\$264,865.00	\$290,645.00	\$286,630.00	\$326,971.50	\$349,122.00	\$358,551.00	\$403,591.50	\$417,385.50	\$446,234.50	\$447,848.00	\$455,545.50		
Total/Mo Profit/Loss	\$17,896.50	\$28,935.00	\$81,155.00	\$66,570.00	\$98,928.50	\$118,478.00	\$125,649.00	\$160,708.50	\$169,714.50	\$191,685.50	\$195,351.00	\$202,354.50		
Running P and L / Mo	\$17,895.50	\$46,930.00	\$107,985.00	\$174,555.00	\$271,483.50	\$387,461.50	\$513,610.50	\$674,319.00	\$844,033.50	\$1,035,699.00	\$1,231,050.00	\$1,433,404.50		
									year end gross profit		\$5,741,300.00			
									year end gross costs		\$4,307,895.50			
									year end net profit		\$1,433,404.50	24.97%		

[illegible]

BRAND IDENTITY VISION

THE
Colony
HOTEL



POTENTIAL NAMES

THE SANCTUARY • THE ABBEY • BAR ABBEY • CLUB ABBEY
ABBAY SOCIAL • THE ABBEY SOCIAL • REVELRY • THE JAMES
THE SUGAR CLUB

RESTAURANT LAYOUT INTERIOR



RESTAURANT LAYOUT EXTERIOR



CULINARY VISION NIGHTTIME



COCKTAIL PROGRAM



MENU DESIGN VISION

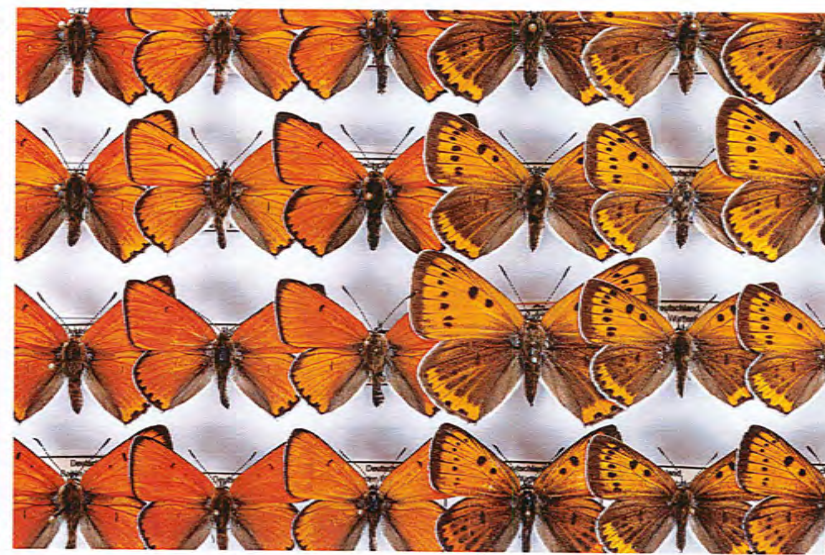
SUMMERTIME SPECIALS	
Open Face Corned Beef Sandwich on Rye	25
Cold Roast Beef or Ham With Salad Vegetables	30
Chicken Salad	30
Avocado Stuffed with Fresh Crab, 1000 Island Dressing	20
Our Famous Vegetable Salad Bowl, Special French Dressing - Made with Pure Olive Oil	65
Lettuce and Tomato Salad, Cheese Wafers	30
Sliced Cucumbers with Vinegar	25
Cold King Salmon With Vegetable Salad	60
PACIFIC OYSTER SPECIALS	
Fresh Fried Pacific Oysters, Cole Slew, French Fries, Toast	50c
Pepper Pan Roast	50c
Oyster Stew, Milk	40c
Oyster Stew, Half & Half	50c
SOUPS	
Home Made	10
Assorted Canned	15
SPECIALS	
Chicken Teriyaki, Toast	40
Old City Corn	25
Chicken Tamale	40
King Oscar Sandwich, Potato Salad	50
EGG DISHES	
Bacon or Ham and Eggs	50
Egg, Potatoes	35
Omelette, 2 Eggs	45
Mushroom, Cabbage	75
Poached Eggs (2)	40
BOTTLED GOODS	
Light Rickey	25
Bottled Beer	15
Sparkling Water	35
WINE LIST	
Imported Chateau Lafite, 1940	4.00
Coolidge Imperial, 1940	2.50
Sauternes (1840) Chateau Lafite, 1940	1.50
SWEET WINES	
Served by the Bottle	
Virginia Dine	1.25
Sherry	1.00
Tokay	1.40
Madras	1.60
Cherry	1.25
Your Choice of Sweet Wine	1.00 Per Glass
FOUNTAIN SERVICE	
Famous Malted Milk	20
Favorite Milk Shake	15
Hot Milk or Milk Shake, 10¢ each	
Ice Cream	10
Pineapple Sundae	15
Chocolate Sundae	15
Strawberry Sundae	15
Hot Fudge Sundae	15
(Hot or Hot Cream, 10¢ each)	
BOTTLED GOODS	
White Rock	35
Ginger Ale	25
7-Up	25

Le Petit Fernand	
LA GAZETTE D'ESTER	
H. ORO SCOPE	
KA PETITE AMIE LE PRIVE DE AUGERS	
FEVRIER	
BOTTLED GOODS	
WINE LIST	
SWEET WINES	
FOUNTAIN SERVICE	
BOTTLED GOODS	

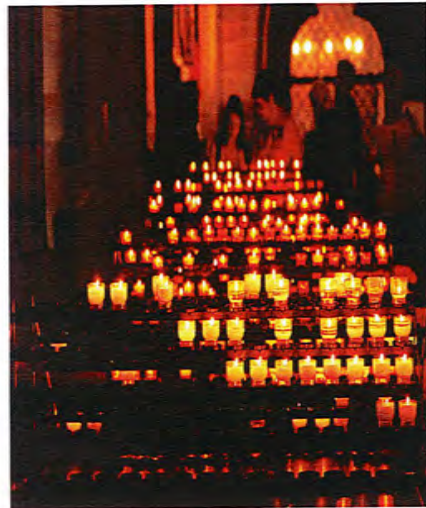
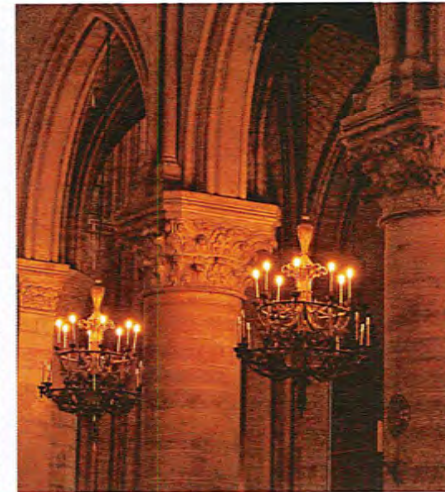
DAYLIFE + CULTURE VISION



FRONT BAR LAYOUT



LAYOUT



CULINARY VISION





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
KNALLHART HOLDING II, LLC

Filing Information

Document Number L19000239652
FEI/EIN Number 84-3269761
Date Filed 10/03/2019
Effective Date 09/30/2019
State FL
Status ACTIVE

Principal Address

441 NE 3RD AVE
FT LAUDERDALE, FL 33301

Mailing Address

1753 POINSETTIA DR
FORT LAUDERDALE, FL 33305

Registered Agent Name & Address

CARDACI, DAVID
1753 POINSETTIA DR
FT LAUDERDALE, FL 33305

Authorized Person(s) Detail

Name & Address

Title MGRM

CARDACI, DAVID
1753 POINSETTIA DR
FT LAUDERDALE, FL 33305

Annual Reports

Report Year	Filed Date

FLORIDA FILING & SEARCH SERVICES, INC.

**P.O. BOX 10662 TALLAHASSEE, FL 32302
155 Office Plaza Dr Ste A Tallahassee FL 32301
PHONE: (800) 435-9371; FAX: (866) 860-8395**

DATE: 10/3/19

NAME: KNALLHART HOLDING II, LLC

TYPE OF FILING: ARTICLES

COST: 125.00

RETURN: PLAIN COPY PLEASE

FILED
19 OCT -3 AM 10:03
SECRETARY
TALLAHASSEE

ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE

PDH _____

COVER LETTER

TO: New Filing Section
Division of Corporations

SUBJECT: Knallhart Holding II, LLC
Name of Limited Liability Company

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

David Cardaci
Name of Person
Firm/Company
1753 Poinsettia Dr
Address
Fort Lauderdale, FL 33305
City/State and Zip Code
david@the procurer.com
E-mail address: (to be used for future annual report notification)

FILED
19 OCT -3 AM 10:03
SECRET
TALLAHASSEE

For further information concerning this matter, please call:

David Cardaci at (407) 230-8830
Name of Person Area Code Daytime Telephone Number

Enclosed is a check for the following amount:

- ☐ \$125.00 Filing Fee ☐ \$130.00 Filing Fee & Certificate of Status ☐ \$155.00 Filing Fee & Certified Copy (additional copy is enclosed) ☐ \$160.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

Mailing Address
New Filing Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
New Filing Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Knallhart Holding II, LLC

(Must contain the words "Limited Liability Company," "L.L.C.," or "LLC.")

ARTICLE II - Address:

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

Principal Office Address:

Mailing Address:

441 NE 3rd Ave
Fort Lauderdale, FL 33301

1753 Poinsettia Dr
Fort Lauderdale, FL 33305

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual another business entity with an active Florida registration.)

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

David Cardaci

Name

1753 Poinsettia Dr

Florida street address (P.O. Box **NOT** acceptable)

Fort Lauderdale

FL

33305

City

State

Zip

FILED
19 OCT -3 AM 10:03
SECRETARY OF STATE
TALLAHASSEE, FL

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 as provided for in Chapter 605, F.S.

David Cardaci

Registered Agent's Signature (REQUIRED)

(CONTINUED)

ARTICLE IV-

The name and address of each person authorized to manage and control the Limited Liability Company:

Title:

"AMBR" = Authorized Member

"MGR" = Manager

MGRM

Name and Address:

David Cardaci

1753 Poinsettia Dr

Fort Lauderdale, FL 33305

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: 9/30/2019 (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

ARTICLE VI: Other provisions, if any.

REQUIRED SIGNATURE:

David Cardaci

Signature of a member or an authorized representative of a member.

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any 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.

David Cardaci

Typed or printed name of signee

Filing Fees:

\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent

\$ 30.00 Certified Copy (Optional)

\$ 5.00 Certificate of Status (Optional)

FILED
19 OCT -3 AM 10:03
SECRET
FALLS CHURCH, VA

Site Address	441 NE 3 AVENUE, FORT LAUDERDALE FL 33301-3233	ID #	5042 03 02 2080
Property Owner	URBN FLAGLER LLC	Millage	9312
Mailing Address	1111 PARK CENTRE BLVD STE 402 MIAMI FL 33169	Use	71
Abbr Legal Description	NORTH LAUDERDALE AMENDED PLAT 1-182 D LOTS 1 & 2, LESS E 5 FOR ST BLK 29		

* 2021 values are considered "working values" and are subject to change.

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2021	\$918,750	\$92,000	\$1,010,750	\$1,010,750	
2020	\$918,750	\$92,630	\$1,011,380	\$1,011,380	
2019	\$918,750	\$92,630	\$1,011,380	\$1,011,380	\$27,782.19

	County	School Board	Municipal	Independent
Just Value	\$1,010,750	\$1,010,750	\$1,010,750	\$1,010,750
Portability	0	0	0	0
Assessed/SOH	\$1,010,750	\$1,010,750	\$1,010,750	\$1,010,750
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 50	\$505,380	0	0	0
Taxable	\$505,370	\$1,010,750	\$1,010,750	\$1,010,750

Date	Type	Price	Book/Page or CIN
1/3/2018	WD*-D	\$1,750,000	114816552

Price	Factor	Type
\$75.00	12,250	SF
Adj. Bldg. S.F. (Card, Sketch)		12850
Eff./Act. Year Built: 1953/1947		

[illegible]



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

URBN FLAGLER, LLC

Filing Information

Document Number	L16000100236
FEI/EIN Number	NONE
Date Filed	05/23/2016
Effective Date	05/19/2016
State	FL
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	01/31/2017
Event Effective Date	NONE

Principal Address

441 NE 3RD AVE
FORT LAUDERDALE, FL 33301

Changed: 09/18/2020

Mailing Address

441 NE 3 AVE
fort lauderdale, FL 33301

Changed: 08/24/2020

Registered Agent Name & Address

AVITAL, ITAY
1111 PARK CENTRE BLVD
SUITE 402
MIAMI GARDENS, FL 33169

Authorized Person(s) Detail

Name & Address

Title MGR

AVITAL, ITAY
1111 PARK CENTRE BLVD, SUITE 402
MIAMI GARDENS, FL 33169

Annual Reports

Report Year	Filed Date
2018	03/27/2018
2019	04/26/2019
2020	01/21/2020

Document Images

01/21/2020 -- ANNUAL REPORT	View image in PDF format
04/26/2019 -- ANNUAL REPORT	View image in PDF format
03/27/2018 -- ANNUAL REPORT	View image in PDF format
02/14/2017 -- ANNUAL REPORT	View image in PDF format
01/31/2017 -- LC Name Change	View image in PDF format
05/23/2016 -- Florida Limited Liability	View image in PDF format

November 27, 2019

Itay Avital
URBN Flagler, LLC
1111 Park Centre Blvd., Suite 402
Miami Gardens, FL 33169

Dear Mr. Avital:

We are pleased to inform you that Professional Bank ("PB," "Lender," "Bank") has approved your loan request, described below (the "Commitment Letter"), subject to your acceptance of and compliance with the terms & conditions described herein. Please note that this Commitment Letter does not contain all of the terms, conditions and other provisions involved in this transaction that would be more fully described in the definitive legal document(s) for the proposed transaction and Lender reserves the right to include such terms and conditions in the final legal documents to be executed by the parties prior to the closing.

Borrower:	URBN Flagler, LLC, a Florida Limited Liability Company
Loan Amount:	\$1,500,000.00
Type:	Non-Revolving Line of Credit/ Term Loan
Purpose:	Proposed financing for the remodeling and built out of a 12,550 SF church property which will be completely renovated to retail/ office space. Property is located at 441 NE 3rd Avenue, Fort Lauderdale, FL 33301 (folio #: 5042 03 02 2080).
Term of Loan:	Construction Period: 24-months. Perm Financing: 3 years (36 month) term loan.
Repayment Schedule:	Monthly payments of interest only for the initial 24-months. Thereafter, commencing on the 25th month, consecutive monthly payments of principal and interest based on a 25-year amortization schedule. A balloon payment of principal and accrued interest due at maturity (60th month).

Rate of Interest: Fixed rate of 4.75% for the life of the loan.

Fees: Borrower will pay a non-refundable Commitment Fee of 0.50% (\$7,500.00). One half of the fee (\$3,750.00) is due upon the execution of this letter, and the balance (\$3,750.00), shall be due upon closing. The Commitment Fee shall be refundable if, by fault of the Lender, the Loan should fail to close. Any refunded amounts shall be net of any out-of-pocket expenses incurred by Lender.

In addition to the foregoing, Borrower shall pay to Lender at closing or upon failure of the Loan to close for any reason other than breach of Lender's obligation to close under this Commitment, the following costs, fees, and expenses, as applicable: (i) all out-of-pocket fees and expenses incurred by Bank in preparing this Commitment, processing the Loan, and preparing for and/or closing the Loan; (ii) the costs of satisfying the requirements of the Loan, including intangibles tax, documentary stamp tax, recording fees, title premiums and search fees, appraisal review report, Environmental Phase I Report and survey fees, inspection fees, and (iii) Lender's legal counsel fees and costs which has been selected and information included below.

Attorney for Professional Bank

Nicolás Fernández, Esq.
NICOLAS FERNANDEZ, P.A.
5760 SW 8th Street, Suite 500
Miami, Florida 33144
Phone: (305) 461-0404
Fax: (305) 461-0410
nick@nferpa.com

Collateral:

- A perfected first leasehold mortgage lien on a 12,550 SF church property which will be completely renovated to retail/ office space. Property is located at 441 NE 3rd Avenue, Fort Lauderdale, FL 33301 (folio #: 5042 03 02 2080).
- Assignment of Construction Contract and Architect Contract to Bank.
- Assignment of Architect's Plans / Drawings / Renderings to Bank.
- Assignment of Permits to Bank.
- Assignment of Leases & Rents

Guarantors: Itay Avital

The Guarantors shall execute unconditional payment, performance and construction completion Guaranties in favor of Lender.

*Personal guarantee of Itay Avital to convert to a limited guaranty equal to 50% of the loan amount once upon Certificate of Occupancy and confirmation that tenant is paying rent are met.

Pre-Closing Conditions: The following conditions must be met prior to closing:

1. Evidence of all insurance coverage for Builder's risk, hazard, wind, flood, fire etc., as applicable, on the collateral property naming Bank as Loss Payee.
2. Copy of the executed agreement between Borrower and General Contractor [GC].
3. General contractor to provide copy of license, insurance certificates (general liability and worker's comp), and resume.
4. Borrower to establish an upfront 12-month interest reserve account in the amount of \$71,250 assuming line is fully outstanding. Interest payments shall be withdrawn from such reserve account.
5. Borrower to establish a Depository Account at Bank for the deposit of construction disbursements.
6. Borrower to terminate an open UCC -1 filed by B&B Capital Group 26, LLC on 11/08/2018.
7. Borrower to provide evidence that plans have been approved by the applicable Historic Preservation Board.
8. Subject to BSA approval

Ongoing Financial Covenant:

1. Borrower to maintain Debt Service Coverage Ratio (DSCR) of no less than 1.20X, to be tested annually. DSCR means: dividing the sum of net income, depreciation, amortization, and interest by the sum of the debt payments.

**Ongoing Terms and
Conditions:**

The following conditions must be met throughout the life of the loan:

1. Borrower is to maintain all applicable insurances (hazard, wind, and flood) at all times during the life of the loan reflecting Professional Bank referenced as "First Loss Payee."
2. Borrower shall not obtain additional debt or further encumber the Properties or Collaterals without express written permission from Bank.
3. Borrower's equity contribution to be fully funded prior to Bank's advances on the loan.
4. Bank to escrow for real estate taxes and insurance on collateral property upon conversion of principal and interest payments.
5. Advances under the Loan shall be available 18 months from the time of closing and made subject to the following additional terms and conditions:
 - A) Frequency of draws not to exceed one per month.
 - B) All Advances under the Loan will be made on the basis of the Project work performed and materials in place documented by GC's application for payment with detailed cost breakdowns submitted by Borrower and approved by Bank and Bank's construction consultant, minus the amount of previous advances, and equity contributions required hereunder, if any.
 - C) Final draw in amount of \$300,000 will not be released until completion of project evidenced by (i) receipt of Temporary Certificate of Occupancy, (ii) satisfactory property inspection by Bank-appointed inspector, and (iii) receipt of general lien release from the contractor including all subs.
6. All shareholder and/or related entity loans to Borrower shall be subordinated.
7. General Contractor to maintain adequate insurances.
8. Ten percent (10%) of the construction hard costs, as determined by the Bank, shall be held as a contingency reserve and shall be disbursed at the sole discretion of the Bank.
9. Borrower to provide annual financial statements within ninety (90) days of its fiscal year-end.
10. Borrower to submit Rent Roll on an annual basis along with copies of executed leases (new, extended, and/or amended) within thirty (30) days of Loan Anniversary.

11. Borrower shall submit its annual Corporate Tax Returns (including K-1 schedules and attachments) or a copy of extension by March 31. If extension is submitted, then Corporate Tax Returns are to be submitted no later than September 30.
12. Personal Guarantors to submit personal tax return (including K-1 schedules and attachments) or a copy of extension by April 15. If extension is submitted, then Personal Tax Returns are to be submitted no later than October 15.
13. Personal guarantor to submit personal financial statement certified to the Bank within twelve (12) months of the last on file.
14. Personal guarantee of Itay Avital to convert to a limited guaranty equal to 50% of the loan amount once upon Certificate of Occupancy and confirmation that tenant is paying rent are met.

Abstract, Title Insurance and Survey:

Prior to closing on the loan, the Borrower will authorize Lender's counsel to furnish an abstract of title to the Property, in acceptable form to counsel for Lender, for the purpose of issuance of a title insurance policy by **Levinson, Gritter & DiGiore, LLP**, as agent for a title insurance company to Lender, insuring the mortgage as a valid first mortgage lien encumbering the Property and all improvements thereon, in amount, form and substance satisfactory to Lender with no exceptions, easements or security interest unless specifically authorized in writing by Lender. Title must be insured so that any and all rights of all parties in possession, if any, whether under lease or not, are subordinated to the lien of Lender's mortgage. All standard exceptions shall be deleted, the gap shall be insured and affirmative coverage and ALTA endorsements, including, without limitation, ALTA Form 9, shall be supplied as required by Lender, in its sole discretion. The title policy must be issued in favor of Lender within thirty (30) days of the closing of the transaction.

Borrower must deliver an ALTA/ACSM survey complying with the requirements of Lender, certified to the title company and Lender, its successors and assigns, and insurable by the title company, and prepared by a land surveyor licensed in the State of Florida and acceptable to Lender.

Insurance Policies:

Prior to closing, the Borrower will furnish Lender the following policies and endorsements in amounts sufficient to protect Lender's interest in this Loan, the cost of which is to be paid annually in advance by the Borrower for a sum not less than the amount of the Loan or the maximum insurable value of the improvements:

- Fire and extended coverage casualty insurance on the improvements, fixtures, equipment and all tangible personal property on the subject property. Policy is to insure against fire, lighting, windstorm, and all other hazards included in extended coverage.
- Comprehensive general liability insurance
- Flood insurance if property is determined to be in a flood hazard area

All policies shall name the Lender and its successors or assigns as Mortgagee and Loss Payee, and shall be delivered to Lender together with evidence of payment of the premium thereon and an agreement by the Insurer to give Lender at least thirty (30) days prior notice of any material changes, termination, or expiration of the policies.

Assignment by Borrower:

This Commitment is not assignable by Borrower, without the prior written consent of Lender and any such assignment, without such consent, shall void the Commitment.

Exculpation / Indemnity:

If, as a result of further investigation and/or analysis by the Bank or its legal counsel, information which the Bank is not aware of and/or certain other impediments to closing come to the Bank's attention, as the case may be, the Borrower covenants and agrees to duly execute and deliver whatever instruments, documents, certificates, opinions, and assurances, and do whatever else, the Bank may reasonably request to effectuate the purposes of the transactions described in this Letter. All proceedings, agreements, instruments, documents and other matters relating to the making of the Loan and all other transactions contemplated by this Letter must be satisfactory to the Bank and its counsel, and shall be executed and delivered by the Borrower and each Guarantor, before the Bank shall have any obligation to close and fund the Loan. The Borrower shall indemnify and hold harmless the Bank and its directors, officers, agents and employees from any suits, claims, damages, and expenses (including legal fees) on account of any matter or thing, whether in suit or not, arising out of or in connection with this Letter unless the suits, claims, or damages are caused by the Bank's material breach of contract, gross negligence or willful malfeasance.

Documentation:

The documentation for the Loan shall be prepared by the Bank's counsel and shall include (but not necessarily be limited to) promissory note in the principal amount of the Loan, the mortgage and security documents encumbering the Property. Generally, all documentation of the Loan must be acceptable to the Bank in its sole discretion and judgment, and the Bank's legal counsel as may be applicable, and may contain whatever provisions (whether or not covered or referred to explicitly in this Letter) the Bank considers necessary or desirable that does not patently conflict with this Letter.

Commitment Expiration:

Once this Commitment has been issued, unless this transaction is closed and full or partial disbursement of funds has occurred within ninety (90) days from the above date, the

Commitment shall be terminated at the option of the Lender. A portion of the Commitment Fee will be considered earned and nonrefundable by the Lender to cover any costs incurred by the Lender, as stated above, with the remainder, if any, refunded to the Borrower.

Survival of Commitment Letter:

The terms and conditions of this Commitment Letter shall survive the closing of the loan transaction.

Borrower's Responsibility for Fees and Costs:

Acceptance of this Commitment shall constitute Borrower's unconditional agreement to pay all fees, expenses, including the cost any appraisals/valuations, taxes, legal costs and charges in respect to the Loan, or in any way connected therewith, whether the Loan shall close or not.

Professional Bank reserves the right to withdraw this Commitment if there is any material misrepresentation by the Borrower, or should subsequent information reveal facts or information contrary to the Lender's knowledge of the collateral, purpose of Loan, or title to the collateral.

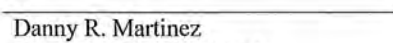
This Commitment and all of the Lender's obligations hereunder shall become null and void at the option of the Lender, unless you sign and return to the Lender the enclosed copy of this Commitment Letter on or before **Friday, December 6th, 2019**.

A signed copy of this Commitment Letter should be accompanied by your check (payable to Professional Bank) in the amount of **\$3,750.00**, representing the one half of the Commitment Fee (\$7,500.00). Upon execution of this commitment letter, the paid portion of the Commitment Fee shall be considered earned and payable. Additionally, please review, sign, and return the enclosed Standard Flood Hazard Determination Forms.

In closing, we would like to thank you for giving Professional Bank the opportunity to meet your financing needs, and we sincerely thank you for your support.

Sincerely,



Miguel J. Boscan
Senior Vice President
Private Banker

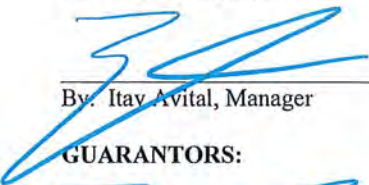
Danny R. Martinez
Executive Vice President
Private Banker

Enclosures: Standard Flood Hazard Determination Forms

I/We have read, understood and agree to the terms, conditions and provisions contained in this Commitment Letter dated **November 27, 2019**.

BORROWER:

For: URBN Flagler, LLC


By: Itay Avital, Manager Date: 12/31/19 Tax ID #: 81-5299667

GUARANTORS:


By: Itay Avital, Individually Date: 12/31/19 Tax ID #: _____

The Abbey Project Schedule

- 7/1/19 – Start architectural and MEP design
- 10/1/19 – Submit construction documents
- 12/1/19 – Start construction
- 4/1/21 – Complete construction
- 4/15/21 – Start staff training
- 4/20/21 – Start mach training
- 5/1/21 – Open for 3 days of friends and family
- 5/5/21 – Open to the public
- 6/1/21 – Grand opening event

LEASE AGREEMENT

for the

**441 NE 3RD AVENUE, FORT LAUDERDALE, FL
PROPERTY**

by and between

**URBN FLAGLER, LLC,
a Florida limited liability company,
as Landlord**

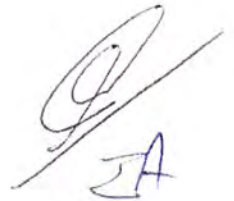
and

**KNALLHART HOLDING II, LLC,
a Florida limited liability company,
as Tenant**

Handwritten signature and initials in blue ink, located in the bottom right corner of the page. The signature appears to be "JA" with a large flourish above it.

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A handwritten signature in blue ink, appearing to be 'G. A.', is located in the bottom right corner of the page.

List of Exhibits

- A. Site Plan
- B. Landlord's Work
- C. Rules and Regulations
- D. Tenant's Work
- E. Restricted and Prohibited Uses
- F. Guaranty
- G. Memorandum of Lease


JA

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made on the 20 day of August, 2019 (the "Effective Date"), by URBN FLAGLER, LLC, a Florida limited liability company (herein called "Landlord"), and Knallhart Holding II, LLC, a Florida limited liability company (herein called "Tenant").

1. Summary of Defined Basic Lease Provisions.

(a) "Property": 441 NE 3rd Avenue, located in Fort Lauderdale, Florida (as same may be modified from time to time).

(b) "Leased Premises": The improvements located on the FIRST FLOOR and a portion of the SECOND FLOOR of the Property and all common areas, as shown on the Site Plan attached hereto as Exhibit "A" and representing agreed upon area of approximately 8,989 square feet, all common areas, parking lot, and all exterior and surrounding areas of the Property.

(c) "Rent Commencement Date": The date which is the earlier to occur of (i) thirty (30) days after Tenant opens for business or (ii) eleven (11) months following the Effective Date of this Lease.

(d) "Lease Term": The Lease Term shall be for a period of **five (5) years** following the Effective Date, unless sooner terminated in accordance with the terms and conditions of this Lease. If the Effective Date is not the first day of the month, then the first "Lease Year" of the Lease Term shall also include the partial month from the Effective Date to the last day of that month; thereafter each Lease Year shall consist of successive twelve-month periods. Notwithstanding the above, the Lease Term shall expire on the last day of the last month of the last Lease Year (as defined herein).

(e) "Base Rent": Base Rent shall be payable during each Lease Year, commencing on the Rent Commencement Date, in accordance with the following:

Initial Term:

Term	Total Rent Amount	Per Month
Year 1	179,780.00 \$	14,981.67 \$
Year 2	186,971.00 \$	15,580.93 \$
Year 3	194,450.00 \$	16,204.17 \$
Year 4	202,228.00 \$	16,852.34 \$
Year 5	210,317.00 \$	17,526.43 \$

"Percentage Rent": In addition to the payment of Rent, Tenant shall pay to Landlord for and during each month of the Term, an amount (the "Percentage Rent") equal to

- (i) Six percent (6%) multiplied by (ii) the amount by which Adjusted Gross Sales on a monthly basis (defined in Paragraph 4(G) of this Lease) exceeds TWO HUNDRED THIRTY THREE THOUSAND and NO/100 DOLLARS (\$233,333.33) (but is less than \$316,667.00); plus
- (ii) Seven percent (7%) multiplied by (ii) the amount by which Adjusted Gross Sales (defined in Paragraph 4(G) of this Lease) exceeds THREE HUNDRED SIXTEEN THOUSAND SIX HUNDRED SIXTY-SEVEN and NO/100 DOLLARS (\$316,667.00) (but is less than \$400,000.00); plus
- (iii) eight percent (8%) multiplied by (ii) the amount by which Adjusted Gross Sales (defined in Paragraph 5(G) of this Lease) exceeds FOUR HUNDRED THOUSAND and NO/100 DOLLARS (\$400,000.00).

(Hereinafter, each referred to as the "Gross Sales Breakpoint"). See Section 4(G) below.

For clarification, below is an example of the monthly percentage rent calculation:

In a given month, if the gross monthly revenues from all activity of the Leased Premises is \$550,000, then the Percentage Rent would be a total of \$22,833.33 for that month broken down as follows:

- (i) For the Gross Sales from \$233,333 to \$316,667, the amount of \$83,333 would be subject to 6% Percentage Rent which equals \$5,000.00.
- (ii) For the Gross Sales from \$316,667 to \$400,000, the amount of \$83,333 would be subject to 7% Percentage Rent which equals \$5,833.33.
- (iii) For the Gross Sales from \$400,000 to \$550,000, the amount of \$150,000 would be subject to 8% Percentage Rent which equals \$12,000.00.

"Net Profit Rent": In addition to the payment of Base Rent and Percentage Rent, Tenant shall pay to Landlord for and during each month of the Term, an amount (the "Net Profit Rent") equal to fifty percent (50%) of the "Net Profit" of the "Tenant Operations" (both of which terms are defined in Section 4(H) below

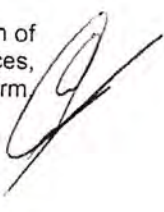
(f) **Permitted Use of Leased Premises:** The Leased Premises shall be used and occupied solely for any and all hospitality uses including but not limited to restaurant, lounge, nightclub, live performance venue and/or social venue, and for no other purpose (the **"Permitted Use"**).

- (g) **"Tenant's Trade Name":** TBD
- (h) **Tenant's Tax I.D. Number:** TBD
- (i) **"Security Deposit":** \$14,981.67
- (j) **"Prepaid Rent":** \$14,981.67
- (k) **"Landlord's Notice Address":** URBN FLAGLER, LLC
Attn: Itay Avital
1111 Park Centre Blvd. Suite 402
Miami Gardens, FL 33169
- (l) **"Tenant's Notice Address":** Knallhart Holding II, LLC, a Florida limited liability company
Attn: David Cardaci
1753 Poinsettia Drive
Fort Lauderdale, FL 33305
- (m) **"Broker":** Jaime Sturgis
Native Realty Co.
719 NE 2nd Avenue
Ft. Lauderdale, FL 33304
- (n) **"Address for Payment of Rent":** URBN FLAGLER, LLC
1111 Park Centre Blvd. Suite 402
Miami Gardens, FL 33169
- (o) **"Guarantor":** David Cardaci
- (p) **"Tenant's Proportionate Share":** 70.91% as to all of the Leased Premises except the first floor which shall be 100%.

2. Leased Premises and Term.

(A) In consideration of the rents agreed to be paid and of the covenants and agreements made by the parties hereto, Landlord hereby demises unto Tenant the Leased Premises pursuant to the terms hereof. Notwithstanding anything herein to the contrary, this Lease shall be effective and in full force as of the Effective Date, and Tenant shall be responsible for the performance of all terms, covenants and conditions contained in this Lease to be performed during any period that the Tenant is in possession of the Leased Premises before the Rent Commencement Date except for the payment of any items of Rent (defined in Section 4). The Lease Term shall commence on the Effective Date. Tenant's duty to pay Rent (as hereinafter defined) shall commence on the Rent Commencement Date. Notwithstanding the foregoing, Tenant shall pay the Security Deposit in the amount set forth in Section 1 (i), and the first month's installment of Rent on the Effective Date, in the amount set forth in Section 1(j), which amount shall be applied as a credit against such first monthly installment as and when due.

(B) **Extension Term.** Provided there is no Event of Default occurring on the date of exercise of each of the extension options set forth herein and on the date each of the extension options to the Lease Term commences, then Tenant, by giving Landlord written notice not less than ninety (90) days prior to the expiration of the Initial Term

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or the applicable Extension Term then in effect, shall have the right to renew and extend this Lease for **two (2)** additional periods of **five (5)** years (said five (5) year period being an "Extension Term") upon the same terms, covenants and conditions as the Initial Term, except that (i) any rent free periods, rental concessions, inducements, allowances and other similar items applicable during the Initial Term will not apply during any Extension Term, (ii) Tenant will accept the Leased Premises on an "AS IS, WHERE IS" basis at the commencement of any Extension Term, (iii) Landlord shall have no obligation to perform any of the Landlord's Work as set forth in Exhibit "B", or to pay any Tenant Improvement Allowance as set forth in Section 8(c), and (iv) the Base Rent only during each Extension Term shall be the market value Base Rent as of the first year of the first Extension Term, and subject to four percent (4%) yearly increases, whereby the market value Base Rent in effect for the first year of the first Extension Term shall be increased by four percent (4%) during each year during both Extension Terms. Market value shall mean the fair market value on a per-square-foot basis of space used as a similar use and located in the same market area in which the Leased Premises are located, under a five year lease term giving consideration to the credit worthiness of the Tenant and other market conditions. For purposes of determining the market value Base Rent, the Broker will determine market value Base Rent using the foregoing factors one hundred eighty (180) days before expiration of the initial five (5) year lease term, and will deliver to the Landlord and Tenant a notice of the market value Base Rent, which shall be determinative as to the market value of the Base Rent. If the Broker is not available or unwilling to provide such notice, the parties will agree on a successor broker or appraiser to assist in determining the market value Base Rent. In the event any right to renew and extend the Term is not exercised by Tenant, then all succeeding options to renew and extend the Term shall automatically expire and be null and void. For purposes of this Lease, all references to the "Term" shall be deemed to be a reference as well to such additional period of time for which the Initial Term shall be so extended. In the case that Landlord's total income from the initial term of this lease defined as: (Base Rent + Percentage Rent + Net Income), are in excess of \$3,000,000 then no Market Value Base Rent reset will occur and instead the Base Rent will continue to increase at 4% per annum for the following Extension Term. Notwithstanding the above, in the event the Extension Term(s) are exercised at Market Value Base Rent then the Percentage Rent is waived.

(C) In no event shall Landlord be subject to liability for failure to deliver possession of the Leased Premises to Tenant, and the validity of this Lease shall not be impaired under such circumstances. Except as otherwise expressly provided in this Lease, this Lease shall not terminate, nor shall Tenant have any right to terminate this Lease nor shall Tenant be entitled to any abatement or reduction of Rent hereunder, nor shall the obligations of Tenant under this Lease be affected, by reason of (i) the prohibition, limitation or restriction of Tenant's permitted use of all or any part of the Leased Premises, or any interference with such use, by law or ordinance or other governmental regulation or by injunction, (ii) any default on the part of Landlord under this Lease, or under any other agreement to which Landlord and Tenant may be parties, (iii) the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding up or other proceeding affecting Landlord or any assignee of Landlord, or (iv) any other cause whether similar or dissimilar to the foregoing. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Rent and all other sums payable by Tenant hereunder shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

Landlord shall use its best efforts to deliver the Leased Premises to Tenant with the Landlord's Work completed within 9 months from the date the Notice of Commencement is filed by Landlord after all City permits are obtained for Landlord's Work described in Exhibit "B".

3. Use of Leased Premises.

(A) **Permitted Use.** Tenant agrees that the Leased Premises will be used and occupied by Tenant and/or any assignees, sublessees or other occupants (which reference to assignees, sublessees and other occupants shall not be deemed to give Tenant any rights to assign or sublet not specifically set forth in this Lease) only for the Permitted Use under Tenant's Trade Name, and for no other use or purpose whatsoever. Tenant shall not change the Trade Name of the business operated in the Leased Premises as specified herein without the prior written permission of Landlord. In the event Tenant violates the Permitted Use clause, in addition to all other remedies available to Landlord, Tenant shall pay to Landlord the sum of 200% of the monthly installment of Base Rent for each month during which the Permitted Use clause is violated. The Leased Premises shall not be used for any of the Restricted and Prohibited Uses set forth in Exhibit "E".

Tenant's use and occupancy of the Leased Premises shall be limited by and be subject to certain express restrictions and prohibitions deemed necessary to preserve the value, desirability, and family orientation of the Leased Premises, without regard to whether the prohibited activities, services or merchandise are offered gratuitously or nongratuitously, publicly or privately, materially or incidentally, as follows: No topless bar, or topless lounge, nude bar, nude lounge, adult movie house, prostitution or pornography house, adult bookstore, massage parlor, sexually explicit or sexually graphic bookstore, sexually explicit or sexually graphic magazine store, sexually explicit or sexually graphic

video store, photography studio for partially or totally nude models, art studio for partially or totally nude models, male or female escort service, body painting studio, tattoo shop, warehouse, or game room or noxious, illegal, or offensive activity of any character shall be allowed, be operated, or be carried out by Tenant on, in or about any portion of the Leased Premises. For purposes hereof, no activity that is in compliance with City code and Tenant's use permit will be considered noxious or offensive. In furtherance thereof, Tenant agrees that no sublease, assignment, concession or license agreement will be entered into by Tenant with any party whose operation would or could include any of the restricted or prohibited activities listed above, or whose activities or merchandise would be generally defined by the community as being adult only, X-rated, sexually graphic or sexually explicit. In the event Tenant violates the provisions of this Article, Landlord may, at Landlord's option and in addition to its other remedies provided for herein for an Event of Default, terminate this Lease by giving Tenant ten (10) days written notice.

(B) **Tenant's Business Operations.** Tenant shall (i) keep the Leased Premises open and operating continuously for business for a minimum of forty (40) hours per week, (ii) conduct Tenant's business in the Leased Premises at all times in a first class, high grade manner consistent with reputable business, (iii) keep the Leased Premises at all times fully staffed for efficient service, and (iv) keep the Leased Premises at all times fully equipped, fixtured and stocked with merchandise. No nuisance will be permitted provided that any activity that is in compliance with City code and Tenant's use permit will not be considered a nuisance. Nothing shall be done which is unlawful, contrary to any law, ordinance, regulation or requirement of any public authority, or which may be injurious to or adversely affect the quality of the Leased Premises or the Property, or which might invalidate or increase the insurance rate thereof; no part of the Leased Premises (especially the electric and plumbing systems, the floor and walls) will be overloaded, damaged or defaced; no holes will be drilled in the stone or brickwork or in concrete without prior approval from the Landlord which will not be unreasonably withheld. No emission of any objectionable odors, sounds or vibrations will be permitted provided that any activity that is in compliance with City code and Tenant's use permit will not be considered a nuisance. Same as above. Tenant shall procure all licenses and permits required for the use or occupancy of the Leased Premises and the business being conducted therein; the storefront, show windows and signs will be repaired, kept clean and in good condition and be illuminated during those days and hours that the Leased Premises is open for business; all merchandise and other property will be delivered to or removed from the Leased Premises only at such reasonable times and by the permitted delivery entrance (to the extent one exists) as may be reasonably designated for such purposes by Landlord and Tenant. Tenant shall have full responsibility for protecting the Leased Premises, Tenant's personal property and the Property from theft and/or robbery, and Tenant shall keep all doors and windows securely fastened when not in use.

Tenant will not make or allow any unlawful, improper or offensive use of the property and will keep the Leased Premises (and the Property, to the extent required) clean and adequately ventilated and further, Tenant will not in any way allow offensive odors or noise to emanate from the Leased Premises so as to be a nuisance to the Common Areas of the Property. If, in Landlord's reasonable opinion, Tenant becomes a nuisance in any manner relating to the above, and after written notice from Landlord Tenant fails to cure said nuisance(s) within thirty (30) days after receipt of said notice, then Landlord may terminate this Lease (after written notice and reasonable opportunity to cure) by giving thirty (30) days written notice thereof to Tenant, certified mail, return receipt requested. Notwithstanding the foregoing, any activity that is in compliance with City code and Tenant's use permit will not be considered unlawful, improper and/or offensive.

If Tenant fails to take possession of the Leased Premises or fails to open for business as provided in this Lease, or if Tenant vacates, abandons or deserts the Leased Premises, or if Tenant ceases to operate its business therein as provided in this Lease, then in any such event Landlord shall have, in addition to all other remedies available to Landlord, the right if permitted by law to charge additional Base Rent at the rate which is 25% of the then rate of Base Rent as elsewhere provided in this Lease for the period during which such failure of Tenant is continuing, and said additional Base Rent shall not prevent Landlord from also treating such failure of Tenant as a default under this Lease and Landlord shall nevertheless have all of the rights and remedies provided in this Lease in the case of a default by Tenant. No contention of Landlord that Tenant has vacated, abandoned or deserted the Leased Premises will be defeated merely by reason of Tenant having left all or any part of its trade fixtures or other personal property in the Leased Premises.

(C) **Tenant's Covenants.** Tenant shall comply with all laws, rules, statutes, ordinances and regulations now and hereafter affecting the Leased Premises, including, without limitation, all environmental statutes, all regulations, codes, ordinances and the Americans With Disabilities Act ("ADA"). Tenant agrees to comply with all requirements of the ADA and state and local law applicable to the Leased Premises to accommodate its employees, invitees and customers and will be responsible for any accommodations or alterations which need to be made to the Leased Premises to accommodate the Tenant's employees, invitees and customers. Tenant shall use best efforts to keep the Leased Premises free of rodents, vermin, insects and other pests, and provide regular exterminator services at its own expense. Tenant agrees that nothing will be done or omitted which may either prevent the obtaining by Landlord or other tenants of insurance on any part of the Property or on any personal property thereon, or which may make void or voidable any such insurance, or which may create any extra premiums for any insurance carried by

Landlord or other tenants. Tenant agrees to pay to Landlord as Additional Rent any increase in the cost of insurance on the Leased Premises or the Property as a result of any unauthorized use of the Leased Premises by Tenant or as a result of any violation by Tenant of any provision of this Article 3 or of any other provision of this Lease, but such payment shall not constitute in any manner a waiver by Landlord of its rights to enforce all of the covenants and provisions of this Lease. Tenant will comply with all requirements and recommendations of Landlord's and Tenant's insurance companies and any rating bureau or similar organization, including maintaining and servicing fire extinguishers. Tenant agrees to not permit the Leased Premises or any portion thereof to be used for lodging purposes, and to not permit preparation of food or any cooking in the Leased Premises (unless same is included in the Permitted Use). Tenant shall keep the sidewalks, curbs and ramps (if any) adjacent to the Leased Premises (and also all delivery areas, ramps, loading areas and docks used exclusively by Tenant, if any) in good and safe condition and free from rubbish. Tenant will not make or suffer any waste of the Leased Premises. Landlord shall not be liable for the act of any other tenant or person who may cause damage to or who may interfere with Tenant's use or occupancy of the Leased Premises or Tenant's business.

(D) **Storm Shutters.** Where Landlord is required to provide, or provides storm shutters for the Leased Premises, Tenant shall be responsible for storage, safe keeping and installation of such shutters. Tenant shall install such shutters in all events where circumstances could bring damage to the Leased Premises or Property, and/or when otherwise directed by Landlord. If Landlord shall provide a storage facility for shutters, Tenant shall be responsible for the prompt and orderly retrieval, installation and re-storing of the shutters for the Leased Premises. At the expiration or other termination of this Lease, Landlord shall have the right, in its absolute discretion, to set off against any Security Deposit then held by Landlord the cost of repair or replacement of the shutters for the Leased Premises. The placing of any holes in the storefront or building facade shall be repaired by the Landlord at the Tenant's expense, which expense shall be paid by Tenant to Landlord as other Rent forthwith upon demand.

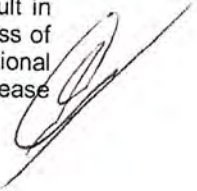
(E) **Quiet Enjoyment.** Upon payment by Tenant of the Rent and other charges, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the Term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease and all existing or future underlying leases or mortgages encumbering the Property.

(F) **Rules and Regulations.** Tenant shall comply with and observe all rules and regulations which Landlord shall from time to time reasonably promulgate for the Property (including, without limiting the generality of the foregoing, the rules as set forth in Exhibit "C"). Landlord shall have the right from time to time to reasonably amend, rescind or supplement any rules and/or regulations if and to the extent Landlord, in its reasonable judgment, deems same to be reasonably necessary or advisable. Landlord reserves the right, in its absolute and unfettered discretion, to waive any rule in any particular instance or as to any particular person or occurrence. Notwithstanding any grace or cure period granted in this Lease, it is specifically understood and agreed that no grace or cure period shall be afforded Tenant in the case of any violation which shall involve (aa) any actual or threatened injury or damage to any person or property, (bb) any violation of applicable law or other restriction which might subject Landlord to any loss or liability, or (cc) any interference with the rights or business operations of any other tenant of the Property. Notwithstanding the foregoing, Landlord may not promulgate new rules or amend, rescind or supplement any rule and/or regulations if same unreasonably interferes with Tenant's business at the Leased Premises.

4. **Rent.**

(A) **Base Rent.** Tenant shall pay Base Rent as specified in Article 1 in equal monthly installments paid in advance on the first day of each calendar month provided, however, that the first payment of Rent shall be included in the Prepaid Rent and shall be paid upon execution and delivery of this Lease by Tenant and applied to the first full months' Rent coming due under this Lease. If the Rent Commencement Date is not the first of the month, the Base Rent for that month shall be prorated on a per diem basis. Should any Lease Year contain more or less than twelve (12) months, Base Rent and other charges for such Lease Year shall be appropriately prorated. Tenant shall pay Base Rent and other Rent to Landlord or its designated agent at the Address For Payment of Rent as specified in Article 1 (or such other address as Landlord may designate from time to time) without Landlord giving any prior notice or demand and without any right of deduction or set-off whatsoever.

Landlord and Tenant herein agree that no Base Rent or Additional Rent shall be due and payable beginning on the Effective Date and ending on the day preceding the Rent Commencement Date (the "**Free Rent Credit**"). This Free Rent Credit is specifically conditioned on Tenant not having committed a monetary Event of Default in excess of one month's worth of Base Rent and Additional Rent. If Tenant commits an Event of Default in excess of the amounts set forth herein, and fails to timely cure such Event of Default, then the entire Base Rent and Additional Rent otherwise due and payable for each of said Free Rent Credit months shall be amortized equally over the Lease Term and the unamortized portion shall be reinstated and shall then become due and payable.



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(B) Intentionally deleted.

(C) **Additional Rent.** Base Rent and all other payments required to be made by Tenant (including, but not limited to, Sales Tax (if any), Taxes, Operating Expenses, and Late Rent) shall be deemed to be and are included in the term "Rent" which shall be due and payable on demand or together with the next installment of Base Rent, whichever first occurs, unless another time is expressly provided for payment.

(D) **Sales Tax and other Assessments.** Tenant shall pay, as other Rent, all sales, use, rental, rental use and other taxes assessed by any governmental authority against the Base Rent and other Rent (or otherwise related to the Leased Premises), as applicable, stated herein ("**Sales Tax**"). The payment of all Sales Tax shall be made by Tenant on a monthly basis, concurrently with payment of the Base Rent. In addition, Tenant shall also pay before delinquency in its entirety all taxes and assessments on the furniture, fixtures, equipment, and other property of Tenant located in the Leased Premises; all taxes and assessments on additions and improvements in the Leased Premises belonging to Tenant; all taxes and assessments attributable to its signs, personal property and leasehold interests; all occupancy taxes or other taxes on its right to occupy the Leased Premises; and other taxes imposed on tenants generally.

(E) **Late Rent.** If any payment of Rent is not paid when due under this Lease, then, in addition to the payment then due, Tenant shall pay Landlord, as other Rent, a late charge ("**Late Rent Charge**"), which shall be paid by Tenant as follows:

1. 5% of the amount of Base Rent then due after the first late payment.
2. 10% of the amount of Base Rent then due after the second late payment.
3. 20% of the amount of Base Rent then due after the third late payment.
4. 30% of the amount of Base Rent then due after the fourth late payment.
5. 40% of the amount of Base Rent then due after the fifth late payment and on every subsequent late payment then due.

Any payment of Rent which is not paid when due shall also bear interest on the payable amount from the date when due until paid at the Default Interest Rate (as defined in Section 28(D)). If any check, bank draft, order for payment or negotiable instrument given to Landlord for any payment under this Lease shall be dishonored for any reason not attributable to Landlord, Tenant shall pay an administrative charge to Landlord of Fifty and 00/100 Dollars (\$50.00). The assessment or non-assessment of a Late Rent Charge pursuant to the terms hereof shall be in Landlord's sole discretion, and is in addition to all other rights and remedies Landlord may have under this Lease, at law and/or in equity.

(F) **Unconditional Obligation.** It is the purpose and intent of Landlord and Tenant that this Lease be construed and treated as a so-called "**Triple Net Lease**" which shall, except as hereinafter expressly provided to the contrary, yield net to Landlord the Base Rent to be paid by Tenant in each year during the Term of this Lease, and that all costs and expenses including, but not limited to taxes, insurance, utilities, maintenance, repairs and obligations of every kind or nature whatsoever relating to the Leased Premises which may arise or become due during the Term, shall be paid by Tenant proportionate to their share as defined in section 1(p). Notwithstanding any alleged defense, counterclaim or offset against Rent, Tenant's obligation to pay Rent hereunder is an independent covenant and Tenant shall continue to pay Landlord all Rent faithfully when due, including during the continuance of any dispute or legal action, subject to reimbursement if directed by a court of competent jurisdiction. Tenant hereby consents to the entry in any court action of an order requiring Tenant to make Rent payments during the pendency of a lawsuit. All Rent due to Landlord under this Lease shall, unless and to the extent expressly otherwise provided herein, be due and payable without any notice, demand, offset, credit, deduction or abatement.

(G) **Percentage Rent.** The following shall be applicable to the Percentage Rent Provisions:

(i) **Adjusted Gross Sales.** Except as hereinafter provided, the phrase "Adjusted Gross Sales," as used herein, shall mean the amount of gross sales and receipts for all food, drinks, merchandise and services sold at, in, on, or from the Premises by Tenant, whether in cash, by check or debit card, or for credit. Adjusted Gross Sales shall also include rental income (net of reimbursable expenses such as Common Area maintenance, utilities, taxes, and insurance) received by Tenant from licensees, concessionaires, or subtenants of Tenant who provide services or sell products within the Premises.

Adjusted Gross Sales shall not include the amount of any sales or excise tax levied upon retail sales and payable to the appropriate governmental authority.

(ii) Payment. Percentage Rent for each month of the Lease shall be calculated by Tenant and shall become due and payable thirty (30) days after the last day of each month of the Lease. On or before the thirtieth (30th) day following the end of each month of the Lease, Tenant shall deliver to Landlord a reasonably detailed written statement of Adjusted Gross Sales made during the preceding month of the Lease, which statement shall be signed by an officer of Tenant and certified to be complete and correct. If such statement reflects that Percentage Rent shall be due and payable for such month of the Lease, then such statement shall be accompanied by payment of such Percentage Rent. Tenant's obligation to pay Percentage Rent shall not be subject to adjustment, abatement, or set off.

(iii) Records; Audit. Tenant shall keep books and records in which shall be recorded Adjusted Gross Sales for the Premises. Landlord shall have the right to examine and audit Tenant's books and records in which Adjusted Gross Sales for the Premises are recorded and to verify Tenant's calculation of Percentage Rent for the sole purpose of ascertaining the amount of Adjusted Gross Sales for the preceding month of the Lease. If Landlord elects to examine and audit Tenant's books and records, Landlord shall notify Tenant in writing of such election within ninety (90) days from the date of receipt by Landlord of Tenant's written statement of Adjusted Gross Sales. Such audit shall: (i) not be made more often than one time in respect to each month of the Lease and (ii) be commenced thirty (30) days after the date of the notice of election thereof (or, alternatively, at such earlier date as Landlord and Tenant may agree); and (iii) be completed within thirty (30) days after the date of commencement thereof. If Landlord fails to exercise such election or fails to proceed with such audit as herein provided, then Landlord shall be deemed to have waived its right to examine or audit the books and records of Tenant for the preceding month of the Lease, in which case Tenant's written statement of Adjusted Gross Sales for such Lease shall be deemed final and binding upon Landlord. If such an audit discloses a deficiency in Adjusted Gross Sales, Tenant shall pay the additional Percentage Rent, if any, payable in respect to such deficiency within ten (10) days from the date of receipt by Tenant of written notice from Landlord setting forth the existence of such deficiency and the basis upon which such deficiency was determined to exist. If the deficiency in Adjusted Gross Sales disclosed by the audit exceeds five percent (5%) of Adjusted Gross Sales reported by Tenant for such month of the Lease, Tenant shall, upon demand, pay the reasonable out-of-pocket expenses of such audit actually incurred and paid by Landlord. With respect to the partial last month of the Lease, the terms and provisions of this Paragraph shall survive the expiration or earlier termination of the Term.

H) Net Profit Rent. The following shall be applicable to the Net Profit Rent provisions:

(i) "Net Profit" as used herein shall mean the amount of gross revenues less operating expenses (which are cost of goods sold, salaries, Base Rent, Additional Rent, Percentage Rent, other general business expenses typical to this business as defined in Section 1F, and general administrative expenses without depreciation. Operating expenses shall not include expenses not directly associated with Tenant's business at the Leased Premises.

(ii) "Tenant Operations" as used herein shall mean any income-producing operation run by Tenant at the Premises.

(iii) "Payment" - Net Profit Rent for each month of the Lease shall be calculated by Tenant and shall become due and payable thirty (30) days after the last day of each month of the Lease. On or before the thirtieth (30) day following the end of each month of the Lease, Tenant shall deliver to Landlord a reasonably detailed written statement of Net Profit made during the preceding month of the Lease, which statement shall be signed by an officer of Tenant and certified to be complete and correct. If such statement reflects that Net Profit Rent shall be due and payable for such month of the Lease, then such statement shall be accompanied by payment of such Net Profit Rent. Tenant's obligation to pay Net Profit Rent shall not be subject to adjustment, abatement, or set off.

(iv) "Records; Audit" - Tenant shall keep books and records in which shall be recorded Net Profit for the Premises. Landlord shall have the right to examine and audit Tenant's books and records in which Net Profit Sales for the Premises are recorded, which shall include but not be limited to profit and loss statements, balance sheet, costing report, "flash report", copies of sales tax payments (to verify alcohol sales) and access to the Tenant Point of Sale system and to verify Tenant's calculation of Net Profit Rent for the sole purpose of ascertaining the amount of Net Profit for the preceding month of the Lease. If Landlord elects to examine and audit Tenant's books and records, Landlord shall notify Tenant in writing of such election within ninety (90) days from the date of receipt by Landlord of Tenant's written statement of Net Profit. Such audit shall: (i) not be made more often than one time in respect to each month of the Lease and (ii) be commenced ten (10) days after the date of the notice of election thereof (or, alternatively, at such earlier date as Landlord and Tenant may agree); and (iii) be completed within ten (10) days after the date of commencement thereof. If Landlord fails to exercise such election or fails to proceed with such audit as herein provided, then Landlord shall be deemed to have waived its right to examine or audit the books and records of Tenant for the preceding month of the Lease, in which case Tenant's written statement of Net Profit for such Lease shall be deemed final and binding upon Landlord. If such an audit discloses a deficiency in Net Profit,

Tenant shall pay the additional Net Profit Rent, if any, payable in respect to such deficiency within ten (10) days from the date of receipt by Tenant of written notice from Landlord setting forth the existence of such deficiency and the basis upon which such deficiency was determined to exist. If the deficiency in Net Profit disclosed by the audit exceeds five percent (5%) of Net Profit reported by Tenant for such month of the Lease, Tenant shall, upon demand, pay the reasonable out-of-pocket expenses of such audit actually incurred and paid by Landlord. With respect to the partial last month of the Lease, the terms and provisions of this Paragraph shall survive the expiration or earlier termination of the Term.

5. **Taxes.**

(A) **Taxes.** "Taxes" shall mean and include: general real estate taxes, general and special assessments, parking surcharges, owner's association charges, and other governmental charges and assessments related to real property and improvements constituting fixtures thereon which shall, during the Lease Term, become due and payable (and/or are assessed for a period of time during the Lease Term). Taxes shall not include any inheritance, estate, succession, transfer or gift tax or any net income tax, excess or profit tax imposed on Landlord. A copy of any official tax bills with respect to a governmental tax or assessment shall be conclusive evidence of the amount of a Tax.

(B) **Tenant's Proportionate Share of the Taxes.** As additional and other Rent for each year of this Lease, Tenant shall pay to Landlord, in the manner hereinafter described, Tenant's Proportionate Share (as defined in Article 1) of the Taxes. Notwithstanding the foregoing, at Landlord's option, Tenant's Proportionate Share of the Taxes may be appropriately adjusted to exclude from the denominator thereof any land and/or building(s) in the Property leased to or occupied by third parties with separate tax lots or parcels for which they directly or indirectly pay taxes; provided that in such event the Taxes paid by such third parties shall also be excluded in the computation of Taxes.

(C) **Payment of Tenant's Proportionate Share of the Taxes.** On the first day of each month in advance commencing on the Rent Commencement Date, Tenant shall pay to Landlord in equal monthly installments one-twelfth (1/12th) of Tenant's annual Proportionate Share of Taxes, based on Landlord's estimates. If the aggregate of Tenant's installments during any period (or part thereof) shall be less than Tenant's Proportionate Share of the Taxes for such period, such deficiency shall be paid by Tenant to Landlord within ten (10) days after written demand therefor. If the aggregate of Tenant's installments during any such period (or part thereof) shall be greater than Tenant's Proportionate Share of the Taxes for such period, such excess shall be applied by Landlord to the next monthly installment(s) of Tenant's Proportionate Share of the Taxes. If the amount of Taxes payable during the current year shall not yet have been billed by the taxing authority, the Taxes then payable shall be based on the amount of the Taxes for the immediately preceding tax year, subject to adjustment (and payment of same by Tenant) when such Taxes are billed or determined. Tenant's Proportionate Share of Taxes shall be prorated for any partial calendar month during the Lease Term. Tenant covenants and agrees that Tenant shall remain liable for and shall pay its Proportionate Share of any year-end reconciliation of Taxes owed by Tenant and payable for the Lease Term hereunder, notwithstanding the expiration or earlier termination of this Lease. Tenant shall have no right, and Tenant expressly waives any such right it may otherwise have at law or in equity, to audit Landlord's records of taxes for the Property.

6. **Common Areas.**

(A) **Right to Use.** Subject to Section (C) below, Tenant and its employees, agents, and customers shall have the non-exclusive right to the use or benefit of the Common Areas to the extent and in the manner reasonably designated by Landlord. Except as otherwise specified in this Lease, Tenant agrees to maintain the Common Areas in good condition.

(B) **Definition.** "Common Areas" is hereby defined as the areas, equipment and facilities of the Property or of any other land or property made available by Landlord for the safety, benefit or convenience of tenants or their employees, subtenants, customers or invitees, including (as illustrations and not in limitation): parking areas, driveways, truck service ways, sidewalks and curbs; entrances and exits from the adjacent streets; traffic lights, traffic islands, landscaped areas; meter rooms outside individual stores; fencing; lighting facilities; sprinkler system serving landscaped areas or buildings; sewage system outside tenants' stores; directional or safety signs; signs and sign panels which identify the Property; but excluding (a) intentionally omitted and (b) streets and alleys maintained by a public authority.

(C) **Changes to Common Areas/Prescriptive Rights.** Subject to Section 7, Landlord reserves the right at any time and from time to time to change or reduce or add to the Common Areas. Landlord may close parts of the Common Areas for such time necessary in its opinion to prevent a dedication or accrual of rights in other persons, or to discourage non-customer parking.

(D) **Operating Expenses.** "Operating Expenses" shall mean and include all costs and expenses incurred, paid or payable, whether by Landlord, Landlord's managing agent or others on behalf of Landlord during each twelve (12) month period selected by Landlord for operating, managing, administering, equipping, protecting, policing, lighting, maintaining, insuring, repairing, replacing, painting and improving the Property and the Common Areas and their facilities. The items and charges comprising Operating Expenses shall specifically include, without limitation, the cost of commercial general liability, property damage, wind storm and other insurance carried by Landlord in its sole discretion and at premiums customary for such business and operations in the circumstances including reasonable deductibles, all building, parking lot and Property repairs, line painting, paving, patching and resurfacing, lighting (including electric cost and maintenance, repair or replacement of fixtures, poles and replacement of bulbs), roof repairs, irrigation and fertilization, drainage and controlling of puddling or flooding, interior and exterior pest control, fire monitoring and prevention, electricity, sewer and water, and all other utilities allocable to the Property, sign repair and maintenance, Property advertising, sanitary control, security or other personnel retained to direct parking and to police the Common Areas (if such equipment and personnel are employed, which decision shall be in Landlord's sole discretion not to be unreasonable or untypical for this size facility and operation), removal of water, snow, ice, trash, rubbish, garbage and other refuse from the Property and Common Areas, wages payable to or in connection with on-site management, administration and other personnel, in connection with off-site personnel where they are employed to provide services to the Property together with other properties, as well as other expenses related thereto and any other associated costs thereof, permits and licenses related to the operation of the Property, the purchase and/or rental of equipment, signs and supplies; the depreciation or amortization of the costs and expenses, including without duplication, the cost of initial supply and installation and the repair and replacement of all machinery, equipment, meters and other fixtures, equipment and facilities, including sprinkler and irrigation systems, serving or comprising the Property which by their nature require periodic or substantial repair or replacement, unless, pursuant to any other provision of this Section, they are charged fully in the year in which they are incurred, in accordance with sound accounting principles, taxes or fees payable by Landlord for any pylons, equipment or other facilities, depreciation on machinery and equipment used in such maintenance, the amortized portion of any items of a capital nature (which amortization shall be over the useful life of such item, as determined in accordance with generally accepted accounting principles), janitorial services for the Property, service and maintenance agreements for the Property and Common Areas, and a management fee (which shall not exceed five percent (5%) of the aggregate Rent collected from occupants of the Property) representing the cost to Landlord of personnel or third parties necessary or convenient to implement the services specified in this Lease, whether such personnel are employed at the Property or not. In addition to the Expenses set forth above, Landlord shall also be entitled to charge an administrative fee not to exceed 15% of the total Operating Expenses for the Property. Landlord shall have the right with regard to any and all management and maintenance obligations of Landlord under this Lease, to contract with such person(s) or entity or entities for the performance and accomplishment of such of the obligations as Landlord shall deem proper, including entities in which Landlord may hold an ownership or other interest. Notwithstanding anything contained in this Lease, Landlord shall be under no obligation to provide security personnel for the Property, and to the extent such services are provided Landlord shall not be responsible, does not warrant the sufficiency of and shall not be responsible for any and all claims, liabilities, costs and expenses and the like which arise therefrom, all of which Tenant expressly waives. The cost and expense of providing such personnel shall be included in Operating Expenses.

(E) **Payment of Operating Expenses.** As additional Rent for each year of this Lease, Tenant shall pay to Landlord on the first day of each month in advance commencing on the Rent Commencement Date, one-twelfth (1/12th) of Tenant's Proportionate Share (as defined in Article 1) of Operating Expenses, which costs shall be based upon Landlord's estimates. Tenant's Proportionate Share of Operating Expense shall be prorated for any partial calendar month during the Lease Term.

(F) **Reconciliation.** Within a reasonable time after the end of each calendar year, Landlord shall furnish to Tenant a statement of the actual Operating Expenses for the preceding calendar year. If the statement shows that the aggregate of Tenant's monthly installments of Operating Expenses paid by Tenant during such year was less than the actual amount due, Tenant shall pay the balance due to Landlord within twenty (20) days after receipt of the statement. If such statement shows that the aggregate amount paid by Tenant for such year exceeded the actual amount, such excess shall be applied by Landlord to the next monthly installment(s) due (or shall be refunded to Tenant if there shall be no further monthly installments due). Tenant's failure to give Landlord written notice to any objection to the statement within sixty (60) days after the statement is sent shall constitute a waiver of any objection or inquiry Tenant has about the statement, and such statement(s) shall be conclusively deemed to be correct as between the parties. Tenant covenants that Tenant shall remain liable for and shall pay its Proportionate Share of the year-end reconciliation of Operating Expenses owed by Tenant and payable for the Lease Term hereunder, notwithstanding the expiration or earlier termination of this Lease.

7. **Operation of the Property.**

The Property is, and shall at all times be, subject to the exclusive control, management and operation of Landlord. Landlord expressly reserves the right at any time, and from time to time to (and provided same do not materially adversely affect the operations of the Tenant) (i) enlarge, remove, reduce, reconfigure, make alterations to or add to, and to build additional stories on, the building in which the Leased Premises is located or other buildings within the Property; (ii) construct other buildings and improvements in the Property, including any modifications of the Common Areas in connection therewith; (iii) enclose any mall; (iv) enlarge or reduce the Property; (v) add, relocate or remove Property parking areas; (vi) sell or lease any part of the land comprising the Property; (vii) obstruct or close off all or any part of the Property for the purpose of maintenance, repair or construction; (viii) change the identity and type of stores and tenancies and the dimensions thereof; (ix) change the name of the Property; (x) change the address or designation of the Leased Premises; (xi) convert Common Areas into leasable areas or premises; and (xii) change the means of access to and egress from the Property and/or the Leased Premises. Tenant hereby consents to the exercise by Landlord of the rights set forth in this Section 7 and agrees that the exercise of such rights by Landlord shall not diminish Tenant's obligations under this Lease and shall not be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Leased Premises and shall not entitle Tenant to any set off or abatement of Rent or any other claim.

8. Construction and Condition of Leased Premises.

(A) **Tenant's Work.** Promptly following the Commencement Date, Tenant shall, at its sole cost and expense, (subject to the provisions of Article 10, Exhibit "D", the rules and regulations on Exhibit "C", and all other provisions of this Lease) do all work in order to prepare the Leased Premises for business operation pursuant to the Permitted Use (as defined in Section 1 (f)), and staff and stock its business, and open for business no later than the Rent Commencement Date. Prior to opening for business from the Leased Premises or otherwise commencing operations from the Leased Premises, Tenant shall obtain a permanent certificate of occupancy (or local equivalent) for the Leased Premises from the government agency having jurisdiction, and obtain final lien waivers for all work performed by or on behalf of Tenant and forward copies to Landlord. Tenant shall, at its sole expense, in doing any work, making any installations, or in using, occupying or conducting business at the Leased Premises, comply with all present and future: laws, regulations, ordinances, building codes and/or fire codes, including the ADA, that are applicable to the Leased Premises or to Tenant's use or occupancy or business operations, including those that relate to installation, maintenance, upgrading, repair or replacement of sprinkler systems, and Tenant shall defend, indemnify and hold Landlord harmless from all losses, damages, claims, liabilities, costs and expenses (including reasonable legal fees) arising out of any failure to do so. Tenant acknowledges that neither Landlord nor Landlord's employees, agents or contractors have made any representations or warranties as to the condition of the Leased Premises or the suitability for the conduct of Tenant's business, and Tenant has not relied on any such warranties, representations or promises, and that Tenant's determination of the suitability of the Leased Premises for its intended purposes is based solely on its own inspections, and not based on any representation or warranty of Landlord, its agents, brokers or employees, and Tenant accepts the Leased Premises and all the equipment, apparatus, plumbing, heating, air conditioning, electric, water, waste disposal and other systems relating thereto in absolutely "AS IS," "WHERE-IS" condition, with any and all existing defects and faults and subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Leased Premises, and without any representation or warranty by Landlord, and Tenant has not relied on any such warranties, representations or promises, as to (i) merchantability, (ii) habitability, (iii) fitness for Tenant's intended purposes or any other particular purpose, (iv) absence or presence of any structural or other defects or deficiencies in the Leased Premises or the Property, or (v) the condition or state of repair of the Leased Premises or Property, and Tenant agrees to accept this Lease subject thereto. Anything in this Lease to the contrary notwithstanding, Landlord does not warrant the compliance of the Leased Premises with the ADA or such state or local laws as it relates to Tenant's proposed use or occupancy of the Leased Premises, or as relates to any alterations, additions or improvements made, or proposed to be made, therein by Tenant, or otherwise. Tenant expressly warrants and represents that no promise or agreement which is not herein expressed has been made to it and hereby disclaims any reliance upon any such alleged promise or agreement. This provision was freely negotiated and played an important part in the bargaining process for this Lease. Tenant has agreed to disclaim reliance on Landlord and to accept the Leased Premises "AS-IS" with full awareness that the Leased Premises' prior uses or other matters could affect its condition, value, suitability or fitness; and Tenant confirms that Tenant is hereby assuming all risk associated therewith. Tenant understands that the disclaimers of reliance and other provisions contained herein could limit any legal recourse or remedy Tenant otherwise might have. Tenant acknowledges that it has sought and has relied upon the advice of its own legal counsel concerning this provision. Notwithstanding anything to the contrary contained in this Section 8(A), if the City does not approve the Change of Use, Tenant may terminate this Lease and Tenant's deposits will be refunded. Provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

(B) **Landlord's Work.** Except as specifically set forth in Exhibit "B" and identified by Permit No. 19042597 ("Landlord Work"), which shall be paid for by Landlord (except for the outdoor deck, movable walls, extended mezzanine floor and upgraded HVAC systems the cost of which shall be split 50/50 between Landlord and Tenant), Landlord is not obligated with respect to either the Leased Premises or the Property to make any

improvements, changes, installations, do any work, make any alterations, repairs or replacements, clean out the Leased Premises, obtain any permits, licenses or governmental approvals, or spend any money either to put Tenant in possession or to permit Tenant to open for business. All work (other than that to be performed by Landlord as specifically set forth on Exhibit "B") which shall be determined by the work required to complete the improvements required by the plans for Landlord's Work approved by the City), shall be accomplished by Tenant (the "Tenant Work").

(C) **Tenant Improvement Allowance.** In consideration of Tenant performing and completing Tenant's Work in the Leased Premises as described in Section 8(A) and Exhibit "D", Landlord agrees to pay Tenant, provided Tenant is not in default, the amount of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) (the "Allowance"), to be disbursed as set forth in the last paragraph of this Section 8(C) and in accordance with Exhibit "D". The parties agree that the Allowance may be revised upon the final budget being approved by Landlord and Tenant.

A portion of the Allowance can be used to pay for any of Tenant's furniture, trade fixtures, equipment or inventory, but it shall not be used to pay for any charge representing Tenant's supervision or management in connection with the design and construction of Tenant's Work.

Landlord and Tenant acknowledge that the Allowance will be paid to Tenant as additional consideration for, among other things, the agreement by Tenant to (i) enter into this Lease with Landlord, (ii) pay the Base Rent, additional Rent and other charges due under the Lease, and (iii) perform and satisfy all of the other terms and provisions of the Lease. The rights of Landlord under the terms and provisions of this Section 8(C) shall be in addition to, and not in limitation of, any other rights and remedies available to Landlord in the event of default by Tenant, under the terms and provisions of the Lease, or otherwise available to Landlord at law or in equity. The general contractor will submit payment applications and the Tenant Work will be funded 50-50 with checks from the Landlord and Tenant.

9. **Utilities.**

Tenant shall provide and pay for its own heat, air conditioning, water, gas, electricity, sewer, sprinklers, telephone, cable or other communication services and other utilities, including application deposits and installation charges for meters and for consumption or use of utilities for the Leased Premises. Should Tenant's potable/drinking water utilize a backflow device now or in the future, Tenant shall be responsible to have the backflow device inspected assuming that device is primarily used by Tenant, maintained and replaced as may be needed from time to time to meet all requirements from the local water provider. If Tenant receives utilities through a meter which supplies utilities to other tenants, Tenant will pay to Landlord Tenant's proportionate share (based on the relative square footage of the Leased Premises) of the total meter charges within ten (10) days after invoice from Landlord. Landlord shall notify Tenant of the procedures for removal of trash from the Leased Premises and Tenant shall be responsible for all costs and expenses associated with same. All such removal shall be completed in strict accordance with all local governmental requirements. Tenant shall be responsible for, and shall pay all connection fees, tap fees, meter fees, hook-up fees, water and sewer impact fees and water and sewer development and resource fees which may be levied or assessed against the Leased Premises or any part thereof before or after the Commencement Date or otherwise in respect of Tenant's occupancy of the Leased Premises. Landlord and Tenant will be responsible for all impact fees on a 50-50 basis. Landlord shall not be liable in damages or otherwise for any loss, damage or expense that Tenant may sustain or incur by reason of any change, failure, interference, interruption or defect in the utility services provided to the Leased Premises. No such change, failure, interference, interruption or defect shall entitle Tenant to terminate this Lease or abate the payments Tenant is required to make under this Lease. Tenant shall indemnify and defend Landlord from and against all losses, claims, actions, damages, costs, fines, penalties, interest and expenses (including reasonable attorney's fees and court costs) incurred or sustained by Landlord as a result of the failure by Tenant to pay the fees and charges described in this Article as when and in the manner due and payable.

10. **Repairs and Alterations.**

(A) **Landlord's Repairs and Maintenance.** Landlord agrees to repair and maintain in good order and condition, ordinary wear and tear excepted, the foundation, roof, roof drains, the exterior of the perimeter demising walls, and the load-bearing structural columns and beams in the Leased Premises, except that if such repairs or replacements arise from (i) repairs, installations, alterations, or improvements by or for Tenant or any subtenant, concessionaires, or their respective employees, agents, invitees, licensees or contractors, or (ii) any act, omission or negligence of Tenant or any subtenant, concessionaires, or their respective employees, agents, invitees, licensees or contractors, or (iii) default under the Lease by Tenant, then Tenant shall make such repairs or replacements or, if Landlord elects, Landlord may perform the work for Tenant's account and Tenant shall reimburse Landlord for expenses incurred plus overhead and interest as set forth in Section (C) below. Landlord shall not be required to commence any such repair until ten (10) days after receipt of written notice from Tenant that the same is necessary. The provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which events the obligations of the Landlord shall be controlled by the Articles

of this Lease dealing therewith. Landlord, however, shall not be required to make any repairs occasioned by the act or negligence of Tenant, its agents, employees, subtenants, licensees and concessionaires. In addition to other rights provided to or reserved by Landlord in this Lease or otherwise, Landlord shall have (i) the exclusive right to use both the exterior faces of the exterior walls of the Leased Premises and, the roof of the Property, and (ii) the right, but not the obligation unless stated otherwise in this Lease, to install, maintain, use, repair and replace pipes, ducts, cables, conduits, vents, utility lines and wires to, in, through, above and below the Leased Premises as and to the extent that Landlord, may from time to time deem appropriate (in its reasonable business judgment) for the proper operation and maintenance of the Property.

Without limiting the generality of the foregoing, neither Landlord, nor its principals, beneficiaries, partners, officers, directors, agents, employees or any mortgagee(s) shall be liable for, and Tenant waives all claims for any damage to Tenant's business, or damage to person or property or to merchandise, trade fixtures, floor coverings, drywall, ceilings, lighting or personal property of Tenant sustained by Tenant or any person claiming by, through or under Tenant resulting from any accident or occurrence in, on or about the Leased Premises or any part of the Property, unless caused by "the gross negligence or willful misconduct of Landlord". Tenant shall continue to pay Rent and all other items of Additional Rent during any period of repair unless those repairs are necessary because of the gross negligence or willful misconduct of Landlord.

(B) Tenant's Repairs and Maintenance. Except as provided in Section (A) above, all other portions of the Leased Premises shall be kept in good repair, condition and appearance by Tenant. Tenant shall maintain and make all repairs, replacements and alterations of every kind with respect to the Leased Premises to keep it in good condition, including the storefront, glass, all interior and exterior doors, signs, ceilings, interior walls, interior side of perimeter walls, floor, floor coverings, plumbing, electric, heating and air conditioning and all duct(s), vent(s), exhaust(s) and roof curbing and flashing associated with same, sprinklers and lighting fixtures, and other non-structural interior portions of the Leased Premises, and do all repairs required by any laws, ordinances or requirements of public authorities. Beginning at the point from which they serve the Leased Premises exclusively, whether located inside or outside, Tenant shall make all repairs, replacements and alterations necessary to maintain in good condition all lines, apparatus, ducts, and equipment relating to utilities (including heating, air conditioning, water, gas, electricity and sewerage). At all times during the Lease, Tenant shall maintain a monthly pest control contract and a service contract with a reputable air conditioning repair firm, fully licensed to repair air conditioning units in the state where the Property is located, for the monthly maintenance (including the air filter replacement, which Tenant may perform if it is accessible from areas other than the roof) of the heating, ventilating and air conditioning ("HVAC") system servicing the Leased Premises, which firm shall regularly service and inspect the air conditioning unit(s) on the Leased Premises. If Tenant shall fail to enter into or to maintain in full force and effect or to pay for such contract, then, at Landlord's option, Tenant shall be in default hereunder and Landlord shall have the right in addition, and without prejudice to all other rights and remedies available, to contract for such services on Tenant's behalf and to pay any sums due to maintain such contract in force, and Tenant shall be obligated, forthwith upon demand, to pay to Landlord as additional Rent the total sum of expenses so incurred by Landlord plus interest thereon from the date of payment at the Default Interest Rate. Tenant's sole and exclusive right of recovery shall be against Tenant's insurers for loss or damage to stock, furniture and fixtures, equipment, improvements and betterments. Tenant shall also keep the sidewalks and the area immediately in front of the Leased Premises and the delivery area immediately in the rear of the Leased Premises clean and free from dirt and rubbish. All parts of the interior of the Leased Premises, including the storefront, shall be painted or otherwise decorated and refurbished (including, but not limited to, floor covering and wall covering) by Tenant as and when reasonably necessary, but at least once every five (5) years following the Commencement Date.

(C) Failure to Repair. If Tenant refuses or neglects to repair properly as required hereunder and to the reasonable satisfaction of Landlord, or its representative, as soon as reasonably possible after demand, Landlord, or its representative, may make such repairs without liability to Tenant for any loss or damage that may occur to Tenant's merchandise, fixtures, or other property, or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay as additional Rent Landlord's cost for making such repairs plus ten (10%) percent for overhead and interest at the Default Interest Rate from the date Tenant is notified of the completion of repairs by Landlord.

(D) Alterations. At the end of the Term of this Lease, Tenant shall deliver the Leased Premises to Landlord in good repair and condition, reasonable wear and tear arising from Tenant's Permitted Use of the Leased Premises as specified herein excepted. No alterations, installations, additions or improvements will be made to the Leased Premises by Tenant without Landlord's prior written approval. Notwithstanding the foregoing, Tenant may make in a first-class manner such non-structural interior alterations to the Leased Premises as Tenant may deem necessary or desirable in connection with operation of its retail store in this Leased Premises so long as such alterations do not interfere with or otherwise affect any HVAC, plumbing, security, fire detection and protection or utility systems, except those installed by Tenant or exclusively serving the Leased Premises. All such permitted alterations shall comply with applicable insurance requirements and governmental laws, and with all provisions of this Lease, and conform with the specifications set forth in Exhibit "D". All installations, alterations, additions and

improvements, whether by Landlord, Tenant or any other person (except only sign panels and movable furnishings, equipment and trace fixtures installed at Tenant's cost) shall become, when made, a part of Landlord's real estate, and on termination of the Lease Term shall be surrendered with the Leased Premises in good condition. Tenant shall not have the right to remove sign boxes affixed to the exterior of the Leased Premises. Tenant shall defend, indemnify and save Landlord harmless from and against all claims for injury, loss or damage to person or property caused by or resulting from doing any work. For any work approved by Landlord that involves penetration of the roof surface, Tenant shall provide Landlord prior written notice and if requested by Landlord, shall employ Landlord's contractor.

(E) **Permits; Liens.** All repairs, installations, alterations, improvements and removals by Tenant will be done in a good and workmanlike manner, only after Tenant has procured all required permits. Tenant shall comply with all laws, ordinances and regulations of public authorities and with all Landlord's and Tenant's insurance requirements and with insurance inspection or rating bureaus; and the work shall not adversely affect the structure of the building. Tenant shall pay promptly when due all charges for labor and materials in connection with any work done by or for Tenant or anyone claiming under Tenant. Tenant shall remove, by payment, bonding or otherwise, within ten (10) days after notice, all liens placed on the public record or in any way against Landlord's interest or the Property resulting from any act of Tenant or from labor or materials being alleged to have been supplied at the request of Tenant or anyone claiming under Tenant, failing which Landlord may remove such lien and collect all expenses incurred from Tenant as additional and other Rent, including an administrative fee of Ten Percent (10%) of the amount of the lien. Tenant shall protect, defend, save harmless and indemnify Landlord and any fee owner of the Property from and against all losses, claims, liabilities, injuries, expenses (including legal fees), lawsuits and damages arising out of any lien described above. NOTICE IS HEREBY GIVEN THAT LANDLORD IS NOT AND SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES, MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT OR TO ANYONE HOLDING THE LEASED PREMISES OR ANY PART THEREOF, AND THAT NO CONSTRUCTION OR OTHER LIEN FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN AND TO THE LEASED PREMISES OR THE PROPERTY. ALL MATERIALMEN, CONTRACTORS, LABORERS, OR OTHER PERSONS FURNISHING ANY SERVICES OR MATERIALS TO TENANT ARE HEREBY NOTIFIED THAT THEY MUST LOOK EXCLUSIVELY TO TENANT TO OBTAIN PAYMENT FOR SAME. TENANT SHALL DELIVER WRITTEN NOTICE OF THE PROVISIONS OF THIS SECTION TO ALL PERSONS PERFORMING WORK IN THE LEASED PREMISES.

Pursuant to Florida Statutes 713.10, it is the intent of the parties hereto that Landlord's interest in the Leased Premises shall not be subject to any liens filed because of or arising from Tenant's failure to make payments in connection with any buildings or improvements installed or constructed on the Leased Premises. Nothing contained in this Lease shall be construed to confer upon any party, including without limitation, materialmen and contractors, the right to file a mechanic's or materialmen's lien or other lien or any claim related thereto, nor to perform any labor or to furnish any materials for the account of Landlord in respect to the construction of any improvements, alterations or repairs to the Leased Premises or the Property by Tenant, its employees, agents or contractors. In accordance with Florida Statute 713.10, Landlord shall have the right to post on the Leased Premises and to file and/or record in the Public Records or court registry, as applicable, notices of non-responsibility and such other notices as Landlord may reasonably deem proper for the protection of Landlord's interest in the Leased Premises, including, without limitation, the Memorandum of Lease and Notice of Non-Responsibility attached hereto as Exhibit "G".

11. **Signs; Painting; Displays.**

No advertising or signs of any kind may be placed by Tenant or anyone claiming under Tenant on the exterior of the Leased Premises or doors except as approved in writing by the Landlord which will not be unreasonably withheld. Tenant shall not utilize any banners, flashing, painted, or moving signs or lights without the prior written consent of Landlord which will not be unreasonably withheld. All interior signs shall be in strict compliance with all applicable laws, ordinances and regulations, and shall be professionally prepared and placed only on the interior of any windows. Tenant shall not paint, decorate or mark any part of the exterior of the Leased Premises or interior of the windows of the Leased Premises without the prior written consent of Landlord which will not be unreasonably withheld. Tenant shall remove its exterior signage at the end of the Lease Term and repair any damage caused by such removal; in the event Tenant does not do so, then Landlord may remove such signage (and repair any damage caused by such removal) at Tenant's expense and deduct the cost of the same from the Security Deposit.

12. **Indemnity; Insurance.**

(A) LANDLORD SHALL NOT BE LIABLE TO TENANT OR TO TENANT'S EMPLOYEES, AGENTS, OR VISITORS, OR TO ANY OTHER PERSON FOR, AND TENANT HEREBY RELEASES LANDLORD FROM ANY AND ALL LIABILITY ARISING FROM OR INCURRED IN CONNECTION WITH, ANY INJURY TO PERSON OR DAMAGE TO PROPERTY ON OR ABOUT THE LEASED PREMISES OR THE COMMON AREA UNLESS THAT INJURY OR DAMAGE IS CAUSED BY THE NEGLIGENCE OF LANDLORD, ITS AGENTS OR ITS EMPLOYEES. TENANT SHALL BE LIABLE FOR ANY SUCH INJURIES OR DAMAGES CAUSED BY THE NEGLIGENCE OR

MISCONDUCT OF TENANT'S EMPLOYEES, AGENTS, CONTRACTORS, SUBTENANTS, LICENSEES OR CONCESSIONAIRES OR OF ANY OTHER PERSON ENTERING THE PROPERTY UNDER EXPRESS OR IMPLIED INVITATION OF TENANT, OR OCCURRING UPON THE LEASED PREMISES OR ARISING OUT OF THE USE OF THE LEASED PREMISES OR THE PROPERTY BY TENANT AND THE CONDUCT OF ITS BUSINESS THEREIN, OR ARISING OUT OF ANY BREACH OR DEFAULT BY TENANT IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER; AND TENANT HEREBY AGREES TO PROTECT, DEFEND AND SAVE LANDLORD HARMLESS AGAINST AND FROM ANY AND ALL DAMAGES, LOSSES, LIABILITIES, OBLIGATIONS, PENALTIES, CLAIMS, LITIGATION, DEMANDS, DEFENSES, JUDGMENTS, SUITS, PROCEEDINGS, COSTS, OR EXPENSES OF ANY KIND OR OF ANY NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND EXPERT'S FEES) WHICH MAY AT ANY TIME BE IMPOSED UPON, INCURRED BY OR ASSERTED OR AWARDED AGAINST LANDLORD AS A RESULT OF ANY ACT OR OMISSION BY TENANT, ITS SUCCESSORS OR ASSIGNS, OR ANY PERMITTED ASSIGNEE, PERMITTED SUBLESSEE, LICENSEE OR OTHER PERSON OR ENTITY ACTING AT THE DIRECTION OR WITH THE CONSENT OF TENANT ARISING OUT OF SUCH DAMAGE OR INJURY. ALL OF TENANT'S INSURANCE COVERAGE REQUIRED BY THIS ARTICLE SHALL BE PRIMARY AND NON-CONTRIBUTORY TO ANY INSURANCE MAINTAINED BY LANDLORD.

(B) **Tenant's Insurance.** Tenant shall maintain with financially responsible insurance companies with a Best Rating of not less than A VIII licensed to do business in the state where the Property is located: (i) a commercial general liability insurance policy with respect to the Leased Premises and its appurtenances (including signs) with a limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; (ii) an all-risk ("special form") property insurance policy for no less than one hundred percent (100%) less the deductibles of the full replacement cost of the covered property insuring all merchandise, leasehold improvements, furniture, fixtures and other personal property, all at their replacement cost; (iii) business interruption insurance with limits of liability representing loss of at least approximately six (6) months of income; (iv) plate glass insurance covering all the plate glass of the Leased Premises, in amounts satisfactory to Landlord (or Tenant may elect to self-insure for plate glass); (v) worker's compensation and employer's liability insurance in compliance with applicable legal requirements; (vi) builder's risk insurance during the course of any construction; and (vii) any other form of insurance which Landlord or any mortgagee of the Leased Premises shall reasonably require from time to time, in form, in amounts and for risks against which a prudent tenant would insure. Any insurance policies required hereunder shall have terms of not less than one (1) year and shall name Landlord and Landlord's designee(s) as "additional insured" and shall provide that the policies may not be modified or terminated without thirty (30) days advance notice to Landlord. Tenant shall deliver these insurance policies or certificates thereof, satisfactory to Landlord, issued by the insurance company to Landlord with premiums prepaid upon the signing of this Lease and thereafter at least thirty (30) days prior to each expiring policy or at any point upon Landlord's written request. Tenant's failure to deliver the policies or certificates specified hereunder shall constitute a default. If Tenant defaults in its obligation to obtain and deliver to Landlord the policy or certificate for any such insurance or if Tenant fails at any point during the Lease Term to maintain any such insurance, (i) Landlord shall have the right but not the obligation to procure same on account of Tenant and charge Tenant for all costs thereof as other Rent; and (ii) Tenant shall indemnify and hold Landlord and Landlord's agents harmless from and against any loss, cost, damage, liability or expense (including attorneys' fees and disbursements) which is determined, in Landlord's reasonable discretion, to be a loss that otherwise would have been covered in whole or in part by Tenant's insurance.

(C) **Increase in Fire Insurance Premium.** Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Leased Premises any article which may be prohibited by the standard form of fire and extended risk insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance that may be charged during the Term of this Lease on the amount of such insurance which may be carried by Landlord on the Leased Premises or the building of which it is a part, resulting from the merchandise sold by Tenant in the Leased Premises or resulting from Tenant's use of the Leased Premises, whether or not Landlord has consented to the same.

(D) **Loss and Damage of Tenant's Property.** Landlord shall not be liable for any damage to property of Tenant or of others located on the Leased Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. All property of Tenant or of others kept or stored on the Leased Premises shall be so kept or stored at the risk of Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the gross negligence or willful misconduct of the Landlord or its employees or agents.

13. **Access to Leased Premises.**

Landlord shall have the right (but shall not be obligated) to enter the Leased Premises at all times upon reasonable prior notice (and in case of emergency with no notice) to make any repairs, alterations, or improvements, including the installation or removal of pipes, wires and other conduits serving other parts of the Property or to inspect or to show the Leased Premises to prospective purchasers or mortgagees. Commencing six (6) months prior to

expiration of the Lease Term, Landlord may enter the Leased Premises pursuant to the terms hereof to show the Leased Premises to prospective tenants and/or to maintain "For Rent" signs on the front or any other part of the exterior of the Leased Premises, and Tenant agrees that Tenant shall not interfere with or remove such signs. Landlord further reserves to itself the exclusive right at any time to use the roof, foundation or exterior walls (other than Tenant's storefront) for signs, equipment or for additional construction.

14. Fire or Other Casualty.

(A) **Notice.** Tenant shall give prompt notice to Landlord in case of fire or other damage to the Leased Premises.

(B) **Termination.** If (i) the Leased Premises are damaged to the extent of more than fifty (50%) percent of the replacement cost, or (ii) such damage results from a cause not insured, or (iii) the cost of repair or restoration exceeds the amount of insurance proceeds received by Landlord and available for restoration of the Leased Premises, or (iv) any leasable premises with a Gross Leasable Floor Area in excess of 25,000 square feet shall be damaged or destroyed by fire or other cause, or (v) the Leased Premises is damaged to the extent of more than fifty percent (50%) of the replacement cost (as determined by a reputable contractor selected by Landlord), or (vi) the Leased Premises is damaged and Tenant is not operating for business as required by Section 3(B) at the time the damage occurs, or (vii) the Leased Premises is damaged and less than one (1) year of the Lease Term remains unexpired at the time of the fire or other casualty; then in any of such events, Landlord may terminate this Lease by notice to Tenant within one hundred eighty (180) days after such event, and on the date specified in the notice this Lease shall terminate.

(C) **Replacement of Leased Premises.** If this Lease is not terminated by Landlord as aforesaid then this Lease shall continue in full force and effect (Tenant waives any right conferred by any applicable law to terminate this Lease based on the damage) and Tenant shall promptly on notice from Landlord, remove its fixtures, other property and debris as required by Landlord, and then Landlord shall rebuild the Leased Premises to the condition existing when the Leased Premises was originally delivered to Tenant, to the extent permitted by law, exclusive of any trade fixtures or improvements installed by Tenant (but only to the extent insurance proceeds are adequate and available for such purposes); and upon Landlord providing Tenant written notice of the completion thereof, Tenant shall restore Tenant's property and within ninety (90) days following Landlord's written notice of completion reopen for business and commence the payment of all Rent and additional Rent required hereunder. Tenant shall use the proceeds of any recovery on Tenant's insurance policies for restoration of improvements made by Tenant to the Leased Premises, and for restoration and/or replacement of Tenant's equipment, trade fixtures and inventory, and to cover any business interruption loss. If the damage, repair or rebuilding renders the Leased Premises wholly or partially untenantable, and so long as the casualty was not caused by Tenant, there shall be a fair and equitable proportionate abatement of all Rent from the date when the damage occurred until the date when the Leased Premises have been restored by Landlord based on the proportion of the Leased Premises rendered untenantable.

(D) **Waiver.** Tenant hereby waives any provisions of any applicable existing or future law permitting the termination of a lease agreement in the event of damage to, or destruction of the Property, the Leased Premises, or any part thereof.

15. Eminent Domain.

(A) **Leased Premises Taken.** If the whole of the Leased Premises is taken, the Lease Term shall expire when Landlord shall be divested of its title, and Rent shall be apportioned as of that date. If only part of the Leased Premises is taken (and excluding the exterior of the building on the Leased Premises), and the Gross Leasable Floor Area of the Leased Premises is reduced by twenty-five percent (25%) or more, Landlord may terminate this Lease by giving written notice to Tenant, effective as of the date possession of the taken part shall be required for public use, and Rent shall be apportioned as of that date. Tenant shall not have any claim for an award based on the loss of its leasehold estate. If this Lease is not so terminated pursuant to this provision, then Landlord shall promptly restore the Leased Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking exclusive of any trade fixtures or improvements installed by Tenant and provided that Landlord shall not be required to expend more on such restoration than an amount equal to the condemnation award received by Landlord (less all expenses, costs and legal fees incurred by Landlord in connection with such award), and this Lease shall continue in full force and effect except that the Rent shall be reduced in proportion to the portion of the Leased Premises lost in the taking.

(B) **Property Taken.** If any part of the Property is taken by condemnation so as to render, in Landlord's sole judgment, the remainder unsuitable for Tenant's intended use, Landlord shall have the right to terminate this Lease, upon notice to Tenant, within 120 days after possession is taken by such condemnation. If Landlord

terminates this Lease, it shall terminate as of the date set forth in Landlord's notice to Tenant, and Tenant shall pay Rent and perform all of its other obligations under this Lease up to such date.

(C) **Damages.** Landlord shall be entitled to all damages in connection with eminent domain or any other taking. Tenant shall execute any instrument required by Landlord for the recovery of damages and remit to Landlord any damage proceeds recovered, except, however, Tenant may recover for itself damages for personal property or movable trade fixtures, and facility modifications which were installed and paid for by Tenant, provided Landlord's award is not reduced thereby.

16. **Defaults and Remedies.**

(A) **Events of Default.** Any one of the following shall constitute an event of default by Tenant under this Lease (each an "Event of Default"): (i) if Tenant fails to pay Security Deposit, Rent or any other monetary amount as and when same becomes due; (ii) if Tenant fails to perform or observe any other agreement or condition on its part to be performed or observed pursuant to this Lease, and fails to remedy same within fifteen (15) days after written notice; (iii) if Tenant fails to perform or observe Tenant's obligations under Article 12 herein, and fails to remedy same within five (5) business days after written notice thereof is given by Landlord to Tenant; (iv) if Tenant fails to cure, immediately after notice from Landlord, any Contamination (as defined below) or any hazardous condition which Tenant has created or suffered in violation of law or this Lease; (v) if Tenant's leasehold interest is levied on, attached or taken by any process of law; (vi) if Tenant makes an assignment of its property for the benefit of creditors; (vii) if any bankruptcy, insolvency or reorganization proceeding (whether through court or by proposed composition with creditors) is commenced by or against Tenant or any guarantor of Tenant's obligations; (viii) if a receiver or trustee is appointed for any of Tenant's property; (ix) if this Lease is transferred to or devolves on, or the Leased Premises is occupied by, anyone other than Tenant except if specifically permitted by this Lease; or (x) if Tenant shall fail to open for business in the Leased Premises or if Tenant shall abandon, vacate or otherwise cease doing business at the Leased Premises for more than ten (10) consecutive Property business days (except for temporary closures due to casualty).

(B) **Remedies.** If an Event of Default described in Section 16(A) occurs then Landlord or its agent shall have any or all of the following rights: (i) to terminate this Lease by the filing of an eviction proceeding in accordance with Florida law; but in all cases Tenant shall remain liable as hereinafter provided; (ii) to enter the Leased Premises and dispossess Tenant and all other occupants and their property by legal proceedings or otherwise without terminating this Lease, Tenant hereby waiving any claim it might have for trespass or conversion or other damages if Landlord exercises such remedy; (iii) to enter the Leased Premises and remove all or any part of the Tenant's property from the Leased Premises and without notice to Tenant sell same for the sole benefit of Landlord or store same in any public warehouse or elsewhere at the cost of, and for the account of Tenant, in which case the Landlord shall not be responsible for the care or safekeeping thereof whether in transport, storage or otherwise, Tenant hereby waiving any claim it might have for trespass or conversion or other damages if Landlord exercises such remedy; (iv) to, in the event of a breach of the Lease by Tenant, obtain an injunction against Tenant or invoke any remedy allowed at law or in equity; (v) to declare (a) all accrued Rent, and (b) the present value of all the aggregate Rent for the remaining balance of the Lease Term, to be immediately due and payable, and to recover immediately against Tenant all such Rent, which amount shall be for the reasonable liquidated damages for default of this Lease and not a penalty. The present value of all the aggregate Rent for the remaining balance of the Lease Term shall be calculated with a discount factor of four percent (4%) per annum of the difference between (x) the entire amount of Rent, charges and assessments which in Landlord's reasonable determination would become due and payable during the remainder of the Lease Term (in the absence of the termination of this Lease), and (y) the then fair market rental value of the Leased Premises for the remainder of the Lease Term; (vi) if Tenant fails to take possession of the Leased Premises or fails to open for business as provided in this Lease, or if Tenant vacates, abandons or deserts the Leased Premises, or if Tenant ceases to operate its business therein as provided in this Lease, then in any such event Landlord shall have, in addition to all other remedies available to Landlord, the right if permitted by law to additional Base Rent at the rate which is twenty-five percent (25%) of the then rate of Base Rent as elsewhere provided in this Lease for the period during which such failure of Tenant is continuing, but same shall not prevent Landlord from also treating such failure of Tenant as a default under this Lease and Landlord shall nevertheless have all of the rights and remedies provided in this Lease in the case of a default by Tenant. No contention of Landlord that Tenant has vacated, abandoned or deserted the Leased Premises will be defeated merely by reason of Tenant having left all or any part of its trade fixtures or other personal property in the Leased Premises; (vii) Landlord, with or without terminating this Lease, may, but shall not be obligated to, immediately or at any time thereafter, relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the Lease Term), at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, and Landlord may make any alterations, redecorations or repairs to the Leased Premises which it may deem reasonably necessary or proper to facilitate such reletting; and Tenant shall pay all costs of such reletting including, but not limited to, the reasonable cost of any such alterations and repairs made to the Leased Premises, reasonable attorneys' fees and brokerage commissions related to obtaining possession and making a new lease with another tenant, free rent or concessions, lease assumptions and any

other costs reasonably associated with reletting the Leased Premises. Landlord's refusal or failure to relet the Leased Premises shall not release or affect Tenant's liability hereunder and Landlord shall not be liable for failure or refusal to relet, or for failure to collect rent under such reletting. If this Lease will not have been terminated, Tenant shall continue to be liable as hereinafter provided; and/or (viii) Landlord shall not be required to apply any Security Deposit being held by Landlord under the Lease to any defaults, debts, or obligations of Tenant arising or accruing on or prior to the date Tenant defaults under the Lease, and Landlord may apply such Security Deposit as Landlord determines, in its sole discretion. Mention of any particular remedy shall not preclude Landlord from any other right or remedy in law or in equity.

(C) **Re-Entry; Continuing Liability.** No reentry or taking possession of the Leased Premises by Landlord or any other action taken by or on behalf of Landlord shall be construed to be an acceptance of a surrender of this Lease or an election by Landlord to terminate this Lease. Notwithstanding any re-entry, dispossession or termination of the Lease by Landlord, Tenant will remain liable for damages to Landlord in an amount equal to the aggregate of all Rents and other charges required to be paid up to the time of such re-entry, dispossession or termination. In addition, may recover from Tenant all damages Landlord may suffer by reason of such default, including the cost of recovering the Leased Premises (which costs shall include, without limitation, court costs and reasonable attorneys' fees).

(D) **Failure of Performance by Tenant.** If Tenant shall default under this Lease, Landlord may, at its election, immediately or at any time thereafter, without waiving any claim for breach of agreement, and without notice to Tenant, cure such default or defaults for the account of Tenant, and the cost to Landlord thereof plus interest at the Default Interest Rate shall be deemed to be additional Rent and payable on demand.

(E) **Security Interest.** In addition to the other remedies set forth herein, in the event Tenant defaults hereunder, Tenant hereby grants to Landlord a lien and security interest on all property of Tenant now or hereafter placed in or upon the Leased Premises ~~(except for the audio and lighting equipment)~~, and such property shall be and remain subject to such lien and security interest of Landlord for payment of all Rent and other sums to be paid by Tenant herein. The provisions of this Section relating to such lien and security interest shall constitute a security agreement under and subject to the Uniform Commercial Code of the State in which the Property is located so that in the event Tenant is in default hereunder Landlord shall have and may enforce a security interest on all property of Tenant now or hereafter placed in or on the Leased Premises, in addition to and cumulative of the Landlord's liens and rights provided by law or by the other terms and provisions of this Lease. Tenant hereby appoints Landlord as its attorney-in-fact to execute any financing statement (or continuation thereof) Landlord deems prudent to perfect the security interest granted hereby if Tenant does not timely execute as debtor such financing statement or statements and such other documents as Landlord may now or hereafter request in order to protect or further perfect Landlord's security interest. Notwithstanding the foregoing, in the event Tenant requests Landlord to subordinate Landlord's lien rights granted herein to a bank, lending institution, or other secured party, Landlord may agree, but shall not be required, to execute and deliver to Tenant a Landlord's Subordination on Landlord's standard form. Tenant shall pay Landlord Two Hundred Fifty Dollars (\$250.00) for Landlord's administrative costs (the "Administrative Fee") and shall reimburse the Landlord for all out-of-pocket expenses (including, without limitation, reasonable attorney's fees) incurred in connection with processing the proposed Landlord Subordination; the Administrative Fee shall be payable by Tenant to Landlord together with Tenant's written request for Landlord's subordination of lien rights, and shall be non-refundable, whether or not Landlord grants or denies its consent. A request for a Landlord Subordination will not be deemed to have been received by Landlord until receipt by Landlord of the \$250.00 Administrative Fee.

(F) **Landlord's Default.** Landlord shall be in default under this Lease upon the failure or refusal of Landlord, at any time during the Lease Term, to fulfill or perform any covenant, agreement or obligation of Landlord hereunder if such failure or refusal shall continue without correction for a period of thirty (30) days after notice thereof to Landlord, provided that if such covenant, agreement or obligation shall be of such in nature that it can be fulfilled or performed and if Landlord in good faith commences to fulfill or perform same within said thirty (30) day period, but due to the nature of same it could not be reasonably fulfilled or performed within said thirty (30) day period exercising due diligence, a default by Landlord shall not be deemed to have occurred if Landlord is then diligently pursuing the fulfillment or performance of the covenant, agreement or obligation and shall thereafter continuously and diligently proceed therewith until completion.

17. **Subordination.**

(A) **Subordination.** This Lease is and shall be subject and subordinate to (i) all ground or underlying leases and all mortgages or other security instruments now or hereafter affecting such leases, and (ii) all mortgages or other security instruments now or hereafter affecting the fee title of the Property, and (iii) all renewals, modifications, consolidations, replacements and extensions of any such ground or underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessee or by any mortgagee. In confirmation of such subordination, Tenant agrees to execute promptly (but in no event later than ten (10) days after receipt of same) any instrument that Landlord or its mortgagee may reasonably request.

(B) **Attornment.** If Landlord transfers its interest in the Leased Premises, or proceedings are brought for foreclosure of any such mortgage or in case of sale in lieu thereof, or termination of any such ground or underlying lease, Tenant shall, if requested, attorn to the transferee, mortgagee, ground or underlying lessor and deliver, without charge, instruments acknowledging the attornment.

(C) **Notice and Right to Cure.** Provided Tenant was given notice in writing of the names and addresses to which the notices should be sent, Tenant shall give prompt written notice of any default by Landlord to the holder of all mortgages, ground or underlying leases and security holders if the default is such as to give Tenant a right to (i) terminate this Lease, or (ii) reduce the Rent or any other sums reserved, or (iii) credit or offset any amounts against Rent. Any mortgagee, ground lessor or security holder shall have the right to cure Landlord's default within sixty (60) days after receipt of Tenant's notice; and no such rights or remedies shall be exercised by Tenant until the expiration of said sixty (60) days (or such additional time reasonably required to cure such default).

18. Waiver of Subrogation.

Landlord and Tenant, respectively, each hereby waive any right of subrogation and release all claims against the other for liability, loss, damage to persons or property, damage to or destruction of the Leased Premises or contents thereof when such loss is caused by any perils either included within either waiving party's insurance policies, or which would have been included in insurance coverage which is required to be carried by the waiving party in question hereunder but which was not so carried, but (a) only to the extent of the insurance proceeds actually received by the waiving party less (i) any reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, paid or incurred by the waiving party in obtaining such insurance proceeds and (ii) any applicable deductible with respect to insurance actually carried and (b) only to the extent the insurance proceeds that would have been actually received by the waiving party under the required insurance if carried less the deductible that would have been applicable if the required insurance was carried with respect to insurance required to be carried but not actually carried, (EVEN IF SUCH LOSS OR DAMAGE IS CAUSED BY THE FAULT, NEGLIGENCE, OR OMISSION OF THE RELEASED PARTY OR THE RELEASED PARTY'S DIRECTORS, EMPLOYEES, AGENTS OR INVITEES), TO THEIR RESPECTIVE PROPERTY, THE LEASED PREMISES, ITS CONTENTS OR TO ANY OTHER PORTION OF THE PROPERTY OR THE PROPERTY ARISING FROM ANY RISK (WITHOUT REGARD TO THE AMOUNT OF COVERAGE OR THE AMOUNT OF DEDUCTIBLE) WHICH WOULD BE COVERED BY A FULL REPLACEMENT COST CAUSES OF LOSS-SPECIAL FORM PROPERTY INSURANCE POLICY ISSUED IN THE STATE WHERE THE PROPERTY IS LOCATED. The foregoing waiver shall be effective even if either or both parties fail to carry the insurance required herein. Either Landlord or Tenant shall, at the request of the other party, obtain from each insurance company providing insurance to such party and deliver to such requesting party an appropriate waiver of subrogation. This waiver shall take priority over any indemnity obligations or other liabilities or obligations of the parties under this Lease and apply notwithstanding such provisions. This waiver also applies to each party's agents, employees, directors, officers, or visitors.

19. Assignment or Subletting.

(A) **Landlord's Consent.** Tenant shall not assign, convey or otherwise transfer this Lease or any interest therein, either voluntarily or by operation of law or otherwise, or sublet the whole or any part of the Leased Premises, or permit occupancy by anyone else, without obtaining on each occasion Landlord's prior written consent, which consent Landlord shall not unreasonably withhold. It shall not be unreasonable for Landlord to withhold consent to a proposed assignment or other transfer based upon a distinction in, by way of example only, the proposed assignor's or transferor's creditworthiness, national or regional reputation, intended use, or operating history from that of Tenant, or for any such similar business reason. The transfer of any corporate stock, partnership interest, membership interest or other interest in Tenant, or a merger, consolidation, acquisition or liquidation of or by Tenant, either voluntarily or by operation of law, shall be deemed an assignment and require Landlord's consent as stated above, except if Tenant is a public corporation and such transfer of stock is through a recognized stock exchange. The previous sentence shall not apply, however, to any corporation if, and so long as, all the outstanding voting stock of such corporation is listed on a National Securities Exchange as defined in the Securities Exchange Act of 1934, as amended. For the purposes of this Section 19(A), stock ownership shall be determined in accordance with the principles set forth in Section 544 of the Internal Revenue Code of 1954, as the same existed on August 16, 1954, and the term "voting stock" shall refer to the shares of stock regularly entitled to vote for the election of directors of the corporation. In any assignment the assignee must assume this Lease in writing on Landlord's form. Any such assignment, conveyance, transfer or sublease made in violation of this Article shall be void. This Article 19 does not apply to Tenant's leasing of space, leasing of booths, or contracting with licensed independent contractors who provide services consistent with the Permitted Use of this Lease.

(B) **Application.** In the event Tenant desires to assign this Lease or sublet or otherwise transfer the Leased Premises or any portion thereof, Tenant shall make written application to Landlord at least sixty (60) days

prior to the proposed commencement date of such subletting or assignment, which application shall set forth the name and address of the proposed subtenant or assignee, a copy of the proposed sublease or assignment agreement, and copies of financial reports, business experience resume and other information of the proposed subtenant or assignee which Landlord may reasonably require, including but not limited to tax returns, credit reports and details of operating history. At Landlord's option, any document evidencing the assignment, assumption and/or consent will be prepared by Landlord or its attorneys. Landlord shall have the right, as a condition of Landlord's consent to a proposed Transfer, to require (i) that the transferee provide Landlord with an additional security deposit (in addition to any security deposits, advance rent or other sums or security then being held by Landlord – not to exceed two times the amount already held by Landlord) in such amount as is determined by Landlord in its discretion, and/or (ii) that any or all shareholders or other principals of the transferee and its respective spouses enter into a guaranty agreement on Landlord's standard form, whereby such parties jointly and severally guarantee payment of all sums and performance of all other duties and obligations on the part of Tenant and assignee to be paid and performed under this Lease. Any request for Landlord's consent to assignment, subletting or other transfer shall be accompanied by the non-refundable payment of an application fee ("**Application Fee**"), which shall be equal to Five Hundred Dollars (\$500.00), to compensate Landlord for the costs and expenses to be incurred by Landlord in evaluating such assignment or subletting. In the event Landlord consents to a transfer, Tenant shall pay to Landlord a Transfer Fee in the amount of Two Thousand and 00/100 Dollars (\$2,000.00) as reimbursement to Landlord for its expenses in connection with the preparation and review of transfer related documents; provided, however, the \$500.00 Application Fee shall be credited toward the Transfer Fee. Notwithstanding the foregoing, in the event of a sale of all or portion of the business operating on the Leased Premises, Tenant shall also pay to Landlord fifty percent (50%) of the sale proceeds to be received by Tenant at the closing of the Transfer of the Leased Premises to assignee, and Landlord's 50% shall be shown as a line item expense on the closing statement between Tenant and the proposed assignee.

Notwithstanding the foregoing, Tenant shall have the right to have concessionaires within the Premises. Any concessionaire shall provide minimum liability insurance coverages and provide such other assurances and requirements as may be commercially reasonable.

(C) **Continuing Liability.** Notwithstanding an assignment, subletting or other transfer of the Leased Premises, Tenant shall not be released (nor shall any of Tenant's constituents, partners, or members be released) from any obligations, liabilities or covenants under this Lease and shall continue to remain responsible. Landlord shall have the right to collect Rent from any assignee, subtenant or other occupant without releasing Tenant or waiving any right against Tenant for its default under this Article and without accepting the payor as a permitted tenant. In addition, Tenant shall pay to Landlord any positive difference between any rent or other amounts payable under any sublease or assignment to which Landlord grants its consent hereunder, and the Rent payable hereunder. Under any circumstances, Landlord shall not be liable for any money damages to Tenant or Tenant's proposed assignee, transferee or subtenant for refusal to consent to any assignment or transfer of this Lease or transfer of Tenant's corporate stock or sale of Tenant's business or for refusal to consent to any subletting; Tenant's sole and exclusive remedy shall be specific performance.

(D) **Encumbrance.** Neither this Lease nor the Term shall be mortgaged, pledged or encumbered, either voluntarily or by operation of law or otherwise, by Tenant, nor shall Tenant mortgage, pledge or encumber the interest of Tenant in and to any sublease of the Leased Premises or the rental payable thereunder, without the prior written consent of Landlord, which consent may be granted or withheld in the sole discretion of Landlord. Any such mortgage, pledge or encumbrance made in violation of this Section shall be void.

(E) **Transferability by Landlord.** Landlord shall have the right to transfer and assign, in whole or in part, all and every feature of its rights and obligations hereunder as part of a conveyance of the Leased Premises and/or the Property, and upon such assignment of this Lease or conveyance of the Leased Premises and/or the Property, the Landlord named herein shall be released from all subsequent obligations or liabilities hereunder, and Landlord's successor in interest shall become the new Landlord hereunder and responsible to Tenant for all obligations of Landlord. In such event, any remaining portion of the Tenant's Security Deposit shall be transferred to any subsequent Landlord.

20. **Surrender and Holding Over.**

(A) **Surrender.** At the expiration or sooner termination of the tenancy hereby created, Tenant shall peaceably leave and surrender the Leased Premises in broom-clean condition and the same condition as the Leased Premises were in upon delivery of possession thereof to Tenant, reasonable wear and tear excepted, and Tenant shall surrender all keys for the Leased Premises to Landlord and shall inform Landlord of all combinations on locks, safes and vaults (if any) in the Leased Premises. Prior to the expiration or sooner termination of this Lease, Tenant shall remove any and all trade fixtures, equipment, signage and other unattached items which Tenant may have installed, stored or left in the Leased Premises or elsewhere in the Property, and Tenant shall repair any damage

caused by such removal. Notwithstanding the foregoing, Tenant shall not remove any plumbing or electrical fixtures or equipment, heating or air conditioning equipment, floor coverings (including but not limited to wall-to-wall carpeting), walls or ceilings, all of which shall be deemed to constitute a part of the freehold and/or leasehold interest of Landlord, nor shall Tenant remove any fixtures or machinery that were furnished or paid for by Landlord (whether initially installed or replaced). If Tenant shall fail to remove its trade fixtures or other property as provided in this Section 20(A), such fixtures and other property not removed by Tenant shall be deemed abandoned by Tenant and at the option of Landlord shall become the property of Landlord, or at Landlord's option may be removed by Landlord at Tenant's expense, or placed in storage at Tenant's expense, or sold or otherwise disposed of, in which event the proceeds of such sale or other disposition shall belong to Landlord. In the event Tenant does not remove its signage or make the repairs as required by this Section 20(A), Tenant shall be liable for and agrees to pay Landlord's costs and expenses in removing such signage and making such repairs (which sum may be deducted from the Security Deposit). Tenant's obligations and covenants under this Section 20(A) shall survive the expiration or termination of this Lease.

(B) **Holding Over.** If Tenant or anyone claiming under Tenant remains in possession of the Leased Premises after the expiration of the Lease Term, such party shall be a tenant at sufferance; and during such holding over, Rent shall be twice the rate which was in effect immediately prior to the Lease Term expiration, and Tenant shall be liable for all costs, expenses, claims, liabilities and damages of whatever kind and nature which arise from such holdover.

21. Hazardous Materials.

(A) Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord at all tribunal levels), protect, and hold harmless Landlord, its employees, agents, contractors, stockholders, officers, directors, successors and assigns from and against all claims, actions, suits, proceedings, judgments, losses, costs, personal injuries, damages, liabilities, deficiencies, fines, penalties, damages, attorneys' fees, consultants' fees, investigations, detoxifications, remediations, removals, and expenses of every type and nature, caused by either (i) the use, storage, transportation, release, disposal, discharge or emission of Hazardous Substances (defined herein) on or about the Property and/or the Leased Premises by Tenant or its agents, contractors, employees or those persons under Tenant's control (collectively, "**Tenant's Agents**") or (ii) Tenant's failure to comply with the provisions of this Article, or (iii) Tenant's or Tenant's Agents' failure to comply with any Environmental Laws. As used herein the term "**Hazardous Substances**" shall mean any material which could give rise to liability under (aa) the Resources Conservation Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, as now or hereafter amended ("**RCRA**"), 42, U.S.C. Sections 6901 et seq.; (bb) the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, as now or hereafter amended ("**CERCLA**"), 42, U.S.C. Sections 9601 et seq.; (cc) the Toxic Substances and Control Act, as now or hereafter amended ("**TSCA**"), 15 U.S.C. Sections 2601 et seq.; (dd) the Clean Air Act, as now or hereafter amended ("**CAA**"), 42, U.S.C. Sections 7401 et seq.; (ee) any state or local statute, regulation or ordinance governing the generation, storage, use, disposition, release, clean-up or existence of hazardous substances or any regulations promulgated under any such statutes, as each of the foregoing may be amended from time to time; (ff) any common law theory based on trespass, nuisance or strict liability; or (gg) any other applicable law (collectively, the "**Environmental Laws**"). *In furtherance thereof, Tenant shall dispose of any mercury containing equipment (such as, but not limited to, light bulbs and thermostats) in a manner approved by applicable governing authority.* Tenant and/or Tenant's Agents not shall not bring any Hazardous Substances upon the Property and/or the Leased Premises, or otherwise use, generate, manufacture, refine, produce, process, store or dispose of under or about the Leased Premises, in any case in violation of Environmental Laws.

For purposes of this Lease, "**Medical Waste**" shall include (i) medical devices, instruments, or paraphernalia such as syringes, sutures, swabs or wraps of any sort that are intended to come into contact with any part of the body, and (ii) biological wastes and other waste materials that results from the administration of medical care to a patient by Tenant. During the Lease Term, Tenant represents and warrants that Tenant shall store Medical Waste in the Premises on a temporary basis and shall transport all Medical Waste to an off-site facility and Tenant shall not dispose of medical waste in the trash receptacles provided by Landlord at the Property, Building, or Premises. Tenant shall be solely responsible for complying with all federal, state and local laws, whether existing now or established in the future, relating in any way to the storage, containment, treatment, transfer, transportation and disposal of Medical Waste (including the use of licensed medical waste management companies) and shall indemnify and hold Landlord harmless for Tenant's noncompliance or violations thereof.

(B) If at any time during the Term of this Lease, any emission, release or contamination ("**Contamination**") of the Leased Premises by Hazardous Substances shall occur, then, unless such Contamination shall have been caused by Landlord, its agents or employees, Tenant shall, at Tenant's sole cost and expense, and to the satisfaction of Landlord, promptly and diligently remove such Hazardous Substances from the Leased Premises or the groundwater underlying the Leased Premises in accordance with the requirements of the applicable

Environmental Laws. However, Tenant shall not take any required remedial action in response to any Contamination in or about the Leased Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Contamination without first notifying Landlord of Tenant's intention to do so and affording Landlord the opportunity to appear, intervene or otherwise appropriately assert and protect Landlord's interests with respect thereto. In addition to all other rights and remedies of the Landlord hereunder, if Tenant does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any Contamination and thereafter commence the required remediation of any Hazardous Substances released or discharged in connection with any Contamination within thirty (30) days after Landlord has approved Tenant's remediation plan and all necessary approvals and consents have been obtained and thereafter continue to prosecute said remediation to completion in accordance with the approved remediation plan, then Landlord, at its sole discretion, shall have the right, but not the obligation, to cause said remediation to be accomplished, and Tenant shall reimburse, within fifteen (15) business days of demand for reimbursement, all amounts paid by Landlord (together with interest on said amounts at the highest lawful rate until paid). Tenant shall promptly deliver to Landlord copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Substances removed from the Leased Premises as part of Tenant's remediation of any Contamination.

(C) Each party hereto (for purposes of this Section 21(C), a "**Notifying Party**") shall immediately notify the other party (the "**Notice Recipient**") in writing of: (i) any enforcement, clean-up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Leased Premises pursuant to any Environmental Laws; (ii) any claim made or threatened by any person against the Notifying Party or the Leased Premises relating to damage contribution, clean-up, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substances on or about the Leased Premises; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Substances pertaining to the Leased Premises or any alleged violation or liability with respect to Environmental Laws, including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within five (5) business days after Notifying Party first receives or sends the same, with copies of all claims, reports, complaints, notices, warning or asserted violations relating in any way to the Leased Premises.

(D) Tenant acknowledges and agrees that Landlord shall have a reasonable opportunity to inspect the remediated portion of the Leased Premises after the conclusion of the remediation. If the results of Landlord's inspection indicate that the remediation does not comply with the final remediation report or any other applicable federal, state, or local laws, regulatory standards or guidelines, including, without limitation, the EPA Guidelines, then Landlord or Tenant at Landlord's option but at Tenant's sole cost and expense, shall immediately take all further actions necessary to ensure such compliance. Tenant shall reimburse Landlord within fifteen (15) business days of demand for reimbursement all amounts paid by Landlord (together with interest on said amounts at the highest lawful rate until paid).

(E) The foregoing covenants and indemnity shall survive the expiration or any termination of this Lease.

22. No Waivers by Landlord.

No waiver by Landlord of any breach by Tenant or requirement of obtaining Landlord's consent shall be deemed a waiver of any other provision of this Lease or any subsequent breach of the same provision or a waiver of any necessity for further consent. Landlord may accept payments even after default by Tenant without prejudice to subsequent or concurrent rights or remedies available to Landlord under this Lease, at law or in equity. Any acceptance by Landlord of any payment by Tenant after termination or expiration of the Lease Term shall not constitute an acceptance of Rent but rather a payment to Landlord on account of Tenant's use and occupancy of the Leased Premises. All rights and remedies which Landlord may have under this Lease, at law or in equity shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and any or all of such rights and remedies may be exercised at the same time.

23. Landlord and Tenant Defined.

"Tenant" includes the persons named expressly as Tenant and its permitted transferees, successors and assigns. Except as otherwise provided in the next sentence, the agreements and conditions contained in this Lease shall be binding on and inure to the benefit of the parties hereto and their transferees, legal representatives, successors and assigns. "Landlord" means only the then-owner of the lessor's interest in this Lease, and in the event of a transfer by Landlord of its interest in this Lease, the transferor shall be automatically released from all liability and obligations as Landlord subsequent to the transfer. Notwithstanding anything to the contrary, Tenant agrees it will look solely to Landlord's estate in the Property as the sole asset for collection of any claim, judgment or damages or enforcement of any other judicial process requiring payment of money. Tenant agrees that no other assets of Landlord shall be subject to levy, execution or other procedures to satisfy Tenant's rights or remedies.

24. Sole Broker.

There are no brokers involved in this Lease. Landlord and Tenant shall defend, indemnify and hold each other harmless against any claims for compensation claimed by any broker or agent utilized by the indemnitor with respect to this Lease or the negotiation thereof.

25. Estoppel Certificates.

From time to time, within ten (10) days following written notice, Tenant shall deliver to Landlord a signed and acknowledged written statement certifying: the date of this Lease and that this Lease is in full force and effect and unmodified except as stated; the monthly Rent payable; the date to which the Rent and other payments have been paid; whether Landlord is in default, and stating any additional matters as may be reasonably requested by Landlord, a prospective purchaser or a mortgagee. Any such certificate may be relied upon by Landlord, any mortgagee, proposed mortgagee, assignee, purchaser and any other party to whom such certificate is addressed. The failure of Tenant to respond, as set forth herein, shall be an acknowledgment by Tenant that the terms of such estoppel certificate are correct and, in addition, such failure shall be a material default by Tenant.

26. Notices.

All notices or other communications which may be required to be given by either party to the other party ("Notice") shall be in writing and sent by certified or registered mail, return receipt requested, or hand delivered by an authorized agent of either party, or delivered by a nationally recognized overnight courier (such as Federal Express or UPS signature required and, in order to be effective, a copy of any notice of Landlord's default must be sent by Tenant to the holders of any mortgages, ground leases or security interests as per Article 17(C) (if any). Notices shall be sent to the address set forth in Article 1 or to such other address as may be designated by notice and shall be deemed to have been given on the date it is mailed with sufficient postage prepaid or the date it is given to the courier, and shall be valid and binding regardless of whether such notice is returned undeliverable or the receipt of such notice is otherwise unacknowledged.

27. Security Deposit.

Upon Tenant's execution of this Lease, Tenant shall pay the Security Deposit as security for the payment of Rent and Tenant's performance and observance of this Lease. Said Security Deposit may be commingled with other funds of Landlord, and Landlord shall have no liability for the accrual or payment of any interest thereon. If Tenant defaults under this Lease, Landlord may, without prejudice to any other available remedy, apply the Security Deposit towards curing the default and compensating Landlord for loss or damage arising from the default. At the expiration of this Lease, if Tenant is not in default or otherwise liable to Landlord, the unapplied balance of the Security Deposit shall be returned to Tenant. If at any time Landlord applies part or all of the Security Deposit to cure a Tenant default, Tenant shall pay to Landlord the amount so applied within five (5) days following notice. If Landlord transfers this Lease and Security Deposit to a transferee, the transferor shall be released from liability with respect to the Security Deposit; Tenant shall look only to such transferee with respect thereto. On any transfer by Tenant of its interest in this Lease, the Security Deposit shall be deemed transferred to the assignee. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without the consent of Landlord.

28. Miscellaneous Provisions.

(A) **Entire Agreement.** This Lease contains the entire agreement between the parties. No oral statements or representations or written matter not contained in this Lease shall have any force or effect. This Lease cannot be modified or terminated orally, but only by a writing signed by Landlord and Tenant, except for a termination expressly permitted by this Lease. If more than one party executes this Lease as Tenant, the liability of all such signatories shall be joint and several. If any provision or the application thereof to any person or circumstance shall to any extent be declared by a court to be invalid, the remainder of this Lease shall not be affected.

(B) **Recording.** Except for the recordation of Exhibit "G", Tenant or anyone claiming under Tenant shall not record this Lease or any memorandum thereof without the prior written consent of Landlord.

(C) **Authority.** If Tenant is not an individual, the person signing this document on behalf of Tenant represents (by such signature) that (i) Tenant is qualified to do business in the state where the Property is located, and (ii) he or she has been duly authorized by Tenant to execute this document and that such signature creates a binding obligation of Tenant. This Lease shall become effective as a lease or agreement only upon mutual execution and delivery and if not fully executed and delivered cannot give rise to any rights or remedies. Landlord represents that Landlord has the right and authority to enter into this Lease.

(D) **Interest.** "Default Interest Rate" as used in this Lease shall mean ten percent (10%) per annum or the maximum interest rate permitted by law, whichever is lower.

(E) **Construction of Language.** All provisions of this Lease shall be construed without reference to any rule or canon requiring or permitting the construction of provisions of documents for or against the interest of the party responsible for the drafting of the same, it being the intention and agreement of the parties that this Lease be conclusively deemed to be the joint product of both parties and their counsel. The captions, section numbers, and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than that of Landlord and Tenant.

(F) **Force Majeure.** Where either party hereto is required to do any act but is untimely in completing the act, the time attributable directly to delays caused by an act of God, hurricane, tornado, adverse weather condition, energy shortage, war, civil commotion, acts of terrorism, fire or other casualty, or causes beyond such party's reasonable control (excluding financial) shall not be counted in determining the time during which such act is to be completed. In any case where work is to be paid for out of insurance proceeds or condemnation awards, due allowance shall be made for delays in the collection of such proceeds and awards. This Section (F) shall not be applicable at all to excuse or permit delay of the time for Tenant to pay Rent or obtain and maintain Insurance.

(G) **Governmental Regulations.** Tenant shall not do, and shall not permit persons within Tenant's control to do, any act or thing in or upon the Leased Premises which will invalidate or be in conflict with the certificate of occupancy for the Leased Premises or violate any other zoning ordinances, and rules and regulations of governmental or quasi-governmental authorities having jurisdiction over the Leased Premises. Tenant shall, at Tenant's sole cost and expense, comply with all existing and future laws, ordinances, orders and regulations of federal, state, county and municipal authorities, including, but not limited to, applicable terms of the county building code for the county in which the Leased Premises is located and the ADA as same are amended from time to time with respect to the Leased Premises or the use or occupancy thereof.

(H) **Governing Law.** This Lease shall be governed by, and construed and enforced in accordance with, the laws of the state of Florida, Broward County.

(I) **Accord and Satisfaction.** Payment by Tenant or receipt by Landlord of a lesser amount than the Rents herein stipulated may be, at Landlord's sole option, deemed to be on account of the earliest due stipulated Rents, or deemed to be on account of Rent owing for the current period only, notwithstanding any instructions by or on behalf of Tenant to the contrary, which instructions shall be null and void, and no endorsement or statement of any check or any letter accompanying any check payment as rents shall be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rents or pursue any other remedy in this Lease or in law or in equity against Tenant.

(J) **Execution of Lease: No Option.** The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or offer or option for Tenant to lease, or otherwise create any interest of Tenant in the Leased Premises or any other premises situated in the Property. Execution of this Lease by Tenant shall be irrevocable. The return to Landlord of Tenant-executed copies of this Lease shall not be binding on Landlord, notwithstanding any preparation or anticipatory reliance or expenditures by Tenant or any time interval, until Landlord has in fact executed and actually delivered a fully executed copy of this Lease to Tenant.

(K) **Trial by Jury Waiver.** TENANT AND LANDLORD HEREBY KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTER CLAIM BROUGHT BY ONE PARTY AGAINST THE OTHER OR ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT CREATED HEREBY, THE TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES AND/OR ANY CLAIM FOR INJURY OR DAMAGE. THE PARTIES ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THE FOREGOING WAIVER.

(L) **Attorney Fees.** In case of any action or proceeding brought to enforce the terms and provisions of this Lease, the unsuccessful party in any such action or proceeding shall pay for all costs, expenses and reasonable attorneys' fees (at all tribunal levels) incurred by the prevailing party or its agents or both in enforcing the covenants and agreements of this Lease upon the entry of a final non-appealable judgment. If any item of Rent is collected by, through or with the advice of any attorney-at-law, Tenant shall pay Landlord's reasonable attorneys' fees and costs of collection. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

(M) **Financial Statements.** At the request of Landlord, Tenant shall, not later than ninety days following the close of each fiscal year of Tenant during the Term, furnish to Landlord an audited balance sheet of Tenant as of the end of such fiscal year and a statement of income and expense for the fiscal year then ended together with an opinion of an independent certified public accountant of recognized standing to the effect that the said financial statements have been prepared in conformity with generally accepted accounting principles consistently applied and fairly present the financial condition and results of operations of Tenant as of and for the period(s) covered.

(N) **Survival.** Any provision of this Lease which obligates the Landlord or the Tenant to pay an amount or perform an obligation after the expiration of the Term shall be binding and enforceable notwithstanding that payment or performance is not within the Term, and the same shall survive the expiration of the Term.

(O) **Time.** Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

(P) **No Interference.** Tenant hereby represents and warrants to Landlord that in negotiating and entering into this Lease with Tenant, Landlord has not interfered with any contract or other business relationship or arrangement between Tenant and any former landlord, prospective landlord or other party. Tenant acknowledges that the foregoing representations and warranties are material to Landlord, that Landlord has relied upon same in entering into this Lease with Tenant, and that but for such representations and warranties, Landlord would not have entered into this Lease with Tenant.

(Q) **USA Patriot Act.**

a. **Certification.** Pursuant to *Executive Order 13224*, signed by President George W. Bush on September 24, 2001, each party hereby certifies that: (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "**Specially Designated National and Blocked Person**," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is not engaged in this transaction, directly or indirectly or behalf of, or instigating or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

b. **Indemnification.** Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

c. **Tenant's breach.** Tenant's breach of any representation or covenant set forth in this Section (Q) shall constitute a breach of this Lease by Tenant, entitling Landlord to any and all remedies hereunder, or at law or in equity.

(R) **Radon Gas.** In accordance with the requirements of Florida Statutes Section 404.056(5), the following notice is hereby given to Tenant:

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.

(S) **Lease is Not a Construction Contract.** Landlord and Tenant acknowledge and agree that the Lease, including all exhibits made a part hereof, is not a construction contract or an agreement collateral to or affecting a construction contract.

(T) **GUARANTY.** Simultaneously with the execution of this Lease, the Guarantor shall execute and deliver the Guaranty in the form attached hereto as Exhibit "F". It shall constitute a default under this Lease if the Guarantor fails or refuses, upon reasonable written request by Landlord, to give: (i) evidence of the due execution of the Guaranty called for by this Lease, or (ii) written confirmation that the guaranty is still in effect.

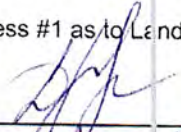
Remainder of page intentionally left blank; signature page follows.

Handwritten signature and initials. The signature is a stylized, cursive 'G' with a long horizontal stroke extending to the right. Below the signature, the initials 'JA' are written in a simple, blocky font.

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

Signed, Sealed & Delivered in the presence of:

Witness #1 as to Landlord:



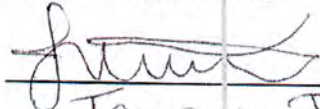
Dana Dufort
Printed Name

Witness #2 as to Landlord:



Doreen Zaralishina
Printed Name

Witness #1 as to Tenant:



Tamara Jovanovic
Printed Name

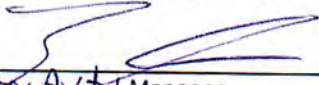
Witness #2 as to Tenant:



Serena Heuss
Printed Name

LANDLORD:

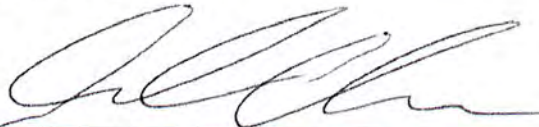
URBN FLAGLER, LLC ,
a Florida limited liability company

By: 

Jay A. Jeter Manager

TENANT:

KNALLHART HOLDING II, LLC, a Florida limited
liability company

By: 

Name/Title: DAVID CARACCI, MGRM

JA

EXHIBIT "B"
LANDLORD'S WORK

Landlord's Work shall consist of all work required to complete the improvements required by the plans for Permit No. 19042597.

Landlord has agreed to expend the sums required to perform the work described herein in material reliance upon the undertaking and agreement of Tenant to fully and faithfully perform, in a timely manner, all duties and obligations on Tenant's part to be performed under this Lease. In the event Landlord's Work and Tenant's work shall progress simultaneously, Landlord shall not be liable for any injury to person or damage to property of Tenant, or of Tenant's employees, licensees or invitees, from any cause whatsoever occurring upon or about the Leased Premises, and Tenant shall indemnify, defend and save Landlord harmless from any and all liability, loss, obligation, damage, penalty, cost, charge and claims arising out of or connected with any such work by Tenant or Landlord's Work.

NO WARRANTIES EXPRESS OR IMPLIED, ARE MADE REGARDING THE CONDITION OR SUITABILITY OF THE LEASED PREMISES ON THE COMMENCEMENT DATE. FURTHER, TO THE EXTENT PERMITTED BY LAW, TENANT WAIVES ALL WARRANTIES ARISING BY OPERATION OF LAW, INCLUDING ANY IMPLIED WARRANTIES OF SUITABILITY, HABITABILITY AND ANY OTHER IMPLIED WARRANTIES THAT LANDLORD WILL MAINTAIN OR REPAIR THE LEASED PREMISES OR ITS APPURTENANCES EXCEPT AS MAY BE CLEARLY AND EXPRESSLY PROVIDED IN THIS LEASE.

Tenant acknowledges that the Leased Premises is being delivered to Tenant "AS-IS, WHERE-IS , WITH ALL FAULTS" basis, excepting only the following work which is anticipated to be completed by Landlord prior to date upon which Tenant shall open for business:


JA

EXHIBIT "C"
RULES AND REGULATIONS

1. Tenant's contractors and installation technicians shall comply with Landlord's rules and regulations pertaining to construction and installation, which may include posting of security deposit, as required under a separate agreement with Tenants contractor. This provision shall apply to all work performed on or about the Leased Premises or Property, including installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings and equipment or any other physical portion of the Leased Premises or Property.
2. Tenant shall not at any time occupy any part of the Leased Premises or Property as sleeping or lodging quarters.
3. No dogs, cats, fowl, or other animals shall be brought into or kept in or about the Leased Premises or Property, except for service animals.
4. None of the parking, entries, passages, doors, hallways or stairways shall be blocked or obstructed by any rubbish, litter, trash, or material of any nature placed, emptied or thrown into these areas, nor shall such areas be used by Tenant's agents, employees or invitees at any time for purposes inconsistent with their designation by Landlord.
5. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed.
6. Tenant shall not canvas, solicit or peddle (including the placement of flyers) in the Common Areas of the Property.
7. Landlord reserves the right to exclude from any restricted access portions of the Property and any Common Areas exclusively serving the same, all persons who are not known to the security personnel for the Property and who do not present a pass to the restricted areas signed by Tenant.
8. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business, Tenant, before occupying the Leased Premises, shall procure and maintain such license or permit and Tenant shall at all times comply with the terms of any such license or permit.
9. Tenant shall continuously operate the HVAC units in the Leased Premises.
10. Tenant and its employees shall park their vehicles only in areas Landlord designates.
11. Tenant shall not permit trucks or delivery vehicles used by it to be parked in the Common Areas except where Landlord permits.

Landlord reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary, for the safety, care and cleanliness of the Property, provided same do not unreasonably interfere with Tenant's business at the Leased Premises.

A handwritten signature in blue ink, followed by the initials "JA" in a box.

EXHIBIT "D"
TENANT'S WORK

I. Tenant's Plans and Specifications.

(1) Tenant shall, within thirty (30) days following the execution of this Lease, prepare at Tenant's sole cost and expense and present to Landlord plans and specifications for work to be done to the Leased Premises to enable Tenant to operate the Leased Premises for the Permitted Use. Tenant shall provide Landlord with four (4) sets of such plans and specifications duly sealed and signed by a registered architect, containing the following information (unless otherwise specifically agreed by Landlord):

- | | | |
|-----|---|--------------|
| (a) | Floor plan | 1/8" scale |
| (b) | Overall Sections | 1/8" scale |
| (c) | Storefront and Interior Elevations | 1/8" scale |
| (d) | Sections of Partition Types | 1/2" scale |
| (e) | Details of Special Conditions | 1-1/2" scale |
| (f) | Finish Schedule | |
| (g) | Sign Drawings and Details | 1-1/2" scale |
| (h) | Electrical, Plumbing and Mechanical Plans indicating items not presently existing Outline specifications covering all tenant work, including additional plans drawn to suitable scale indicating additional items of construction not specifically mentioned above. | |
| (i) | Sprinkler plans (if applicable). | |
| (j) | Electrical load calculations and riser diagrams, if other than existing. | |
| (k) | HVAC load calculations and air conditioning unit specifications, if other than existing. | |

(2) Within five (5) days after Landlord's receipt of Tenant's plans and specifications, Landlord shall either: (a) evidence its approval by endorsement to that effect by signature of initials on one (1) set of said plans and specifications and return of such signed or initialed set to Tenant (whereupon such approved preliminary plans and specifications shall then constitute the final plans and specifications); or (b) refuse such approval if Landlord shall determine that the same; (i) do not conform to the standard of design, motif and decor established or adopted by Landlord or other tenants in the Leased Premises; or (ii) would subject Landlord to any additional cost, expense or liability or would subject the Leased Premises to any violation of law, fine, or penalty; or (iii) would in any way adversely affect the reputation, character or nature of the Leased Premises; or (iv) would provide for or require any installation or work which is or might be unlawful or create an unsound or dangerous condition or adversely affect the structural soundness of the Leased Premises or the building of which the Leased Premises is a part; or (v) would interfere with or abridge the use and enjoyment of any adjoining space in the building in which the Leased Premises is located. If Landlord does not approve said plans and specifications Landlord shall advise Tenant of those revisions or corrections which Landlord requires and Tenant shall, within seven (7) days thereafter, submit proposed plans and specifications, so revised or corrected as to satisfy Landlord's requirements, to Landlord for its approval in accordance with this Section. Tenant shall furnish to Landlord any further information concerning plans and specifications within five (5) days after Landlord's request therefor. Tenant shall make no changes in the final plans and specifications without Landlord's prior written consent and shall pay any additional architectural or construction costs incurred in making changes, substitutions or eliminations in such approved plans and specifications as may be required by Tenant and approved by Landlord.

(3) Tenant shall, at its sole cost and expense, obtain all necessary building permits and approvals from the applicable municipal building inspector(s), fire marshal, and any other governmental authority having jurisdiction, based upon the final plans and specifications as provided above. Tenant shall also obtain any necessary permits and approvals from all utility companies for any additional connections required by Tenant and pay any fees resulting therefrom. Upon issuance of such permits and approvals and payment of fees therefor, Tenant shall supply Landlord with a complete set of Tenant's plans and specifications, properly stamped and approved by the aforementioned governmental authorities and utility companies.

II. Tenant's Construction.

(1) All construction work on the Leased Premises shall begin within five (5) days following Tenant's receipt of the necessary building permits and approvals, and shall be carried out strictly in accordance with final plans and specifications approved as provided in Article I of this Exhibit and shall be performed by such contractor or contractors as Landlord shall approve. Notwithstanding the foregoing, all roof openings, penetrations and roof restoration, as well as in the installation of all structural supports, shall be performed at Tenant's expense by the roofing contractor designated by Landlord. Upon completion of the work performed pursuant to this Exhibit said roofing contractor shall furnish a letter addressed to Landlord stating that the work done in accordance with Tenant's

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JA

plans and specifications and the construction contract hereinafter referred to has not affected the bond ability of the Leased Premises' roof.

(2) All construction by Tenant shall comply in every respect with applicable building, fire and underwriter's codes and shall be completed in a first class, workmanlike manner, using new materials, fixtures and equipment. During any period of construction or remodeling of the Leased Premises, Tenant agrees to conduct its labor relations and its relations with its employees and contractors in such a manner as to avoid all strikes, picketing and boycotts of, or, or about the Leased Premises and the Property. Tenant further agrees that if, during the period of construction or remodeling of the Leased Premises, any of its employees strike, or if picket lines or boycotts or other visible activities objectionable to Landlord are established, conducted or carried out against Tenant or its employees, or any of them, on or about the Leased Premises or the Property, Tenant shall, at Landlord's sole option, immediately close the Leased Premises and remove all employees therefrom until the dispute giving rise to such strike, picket line, boycott or objectionable activity has been settled to Landlord's satisfaction.

(3) All construction and completion work in the Leased Premises in accordance with Tenant's approved plans and specifications, including the work specified in the preceding Section, as well as all disbursements of money, shall be in accordance with the following procedures and conditions:

(a) Tenant's contractor and Tenant shall prepare or cause to be prepared a contract wherein the contractor shall agree to complete and finish the Tenant's improvements in accordance with plans and specifications approved as provided in this Lease.

(b) Said contract shall be in the form of the current edition of Document A101 or Document A107 of the American Institute of Architects, shall be subject to Landlord's prior written approval and shall provide, among other things as follows:

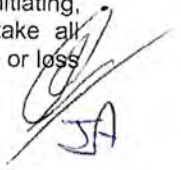
(i) That notwithstanding anything contained in the contract documents to the contrary, the contractor will perform the work and furnish the materials required therefor on the sole credit of Tenant; that no lien for labor or materials will be filed or claimed by the contractor against Landlord's fee interest in the Leased Premises or the Property or any part thereof, but only against Tenant's leasehold interest therein;

(ii) That said contractor shall furnish a bond in an amount equal to twice the contract sum issued by a bonding company approved by Tenant and Landlord and licensed to do business in the state where the Leased Premises is located, assuring the performance of the contract and the payment of all obligations arising thereunder, in such form as Tenant may approve and wherein the Landlord is named as co-obligee;

(iii) That said contractor shall furnish Tenant and Landlord with certificates of insurance evidencing insurance against claims under worker's compensation acts and other employee benefits acts, in compliance with statutory limits, but in no event less than \$500,000.00; claims for damages because of bodily injury, including death, to said contractor's employees and all others, with limits of \$1,000,000.00 per person and \$1,000,000.00 per occurrence; and damages to property with limits of \$100,000.00, if any or all of the foregoing arise out of or result from the contractor's operations under the contract whether such operations (including operation of automobile vehicles) be by the contractor or any subcontractor or anyone directly or indirectly employed by either; and All Risk Builders Risk Casualty and Liability Insurance in the full amount of the contract sum. All of said policies of insurance shall name as insured parties thereunder Landlord and its agents and other parties designated by Landlord and shall carry an endorsement insuring against the following contractual liability, which shall be imposed upon the contractor by the construction contract:

The contractor shall be responsible from the time of his signing the contract or from the time of the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind to persons or property resulting from the work in addition to the liability imposed upon the contractor on account of personal injury (including death) or property damage suffered through the contractor's negligence, which liability is not impaired or otherwise affected hereby. The contractor assumes the obligation to save the Landlord harmless and to indemnify the Landlord from every expense, liability, or payment arising out of or through injury (including death) to any person or persons or damage to property or any person at any place in which work is located arising out of or suffered through any act or omission of the contractor or any subcontractor, or anyone either directly or indirectly employed by or under the supervision of any of them in the prosecution of the work included in this contract;

(iv) That the contractor at all times shall keep the Leased Premises and adjacent areas free from accumulation of waste materials or rubbish caused by its operation and shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the work and shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss



to (aa) all employees on the work site and other persons who may be affected thereby; (bb) all the work and all materials and equipment to be incorporated therein; and (cc) other property at the work site adjacent thereto, such precautions to include without limitation the furnishing of guard rails and barricades and the securing of the Leased Premises; and

(v) That Landlord shall be deemed a third party beneficiary of the undertakings and agreement of the Contractor as set forth in said contract.

(4) Tenant shall at no time have permission to authorize or permit to be made any roof, flooring slab or exterior wall penetrations, except for the buildout of the kitchen which may include certain exterior wall penetrations which must be approved by Landlord in its reasonable discretion. Any such penetrations shall only be made with Landlord's prior written authorization and consent. Landlord reserves the right to withhold consent or authorization with respect to any of such matters, in Landlord's sole discretion.

(5) No construction shall be commenced by Tenant prior to Tenant's full compliance with the requirements of this Exhibit and Landlord's written authorization and consent to commencement of work in the Leased Premises. Tenant shall cooperate fully with Landlord, and shall cause its contractor to cooperate fully with Landlord, in the scheduling of delivery of materials to the Leased Premises and construction of Tenant's improvements so as to minimize interference with and disturbance of the operations of other tenants and occupants of the Property and their customers and invitees.

(6) If alterations performed by, or herein contemplated by Tenant, shall cause to be imposed, directly or indirectly, additional code requirements from regulating authorities, Tenant shall be responsible for all costs in connection with said alterations or contemplated alterations and/or with compliance with such code requirements.

(7) For any alterations which are made by or on behalf of Tenant during the Term of this Lease, Tenant shall provide Landlord with correct copy of any "**Certificate(s) of Occupancy**" or "**Certificates of Completion.**" Failure to provide same to Landlord within five (5) days following Tenant's receipt thereof shall constitute a default under this Lease.

(8) Tenant shall (a) complete the Tenant Work pursuant to all of the terms and conditions of this Lease and Exhibit "D", and deliver to Landlord a final Certificate of Occupancy and any other approvals required by local government agencies (e.g., the fire department) to operate Tenant's business; (b) furnish Landlord with Tenant's affidavit that all work, labor and materials have been paid for, and deliver to Landlord final lien waivers, as well as paid invoices or statements, from (i) all contractors and subcontractors who performed work at the Leased Premises; and (ii) all materialmen and suppliers who provided materials and/or equipment used in connection with Tenant's work at the Leased Premises; (c) submit to Landlord the insurance certificate required under Article 12 of the Lease; and (d) fully fixture, stock and staff the Leased Premises and open for business to the public.

Notwithstanding anything to the contrary contained in this Exhibit "D", Tenant's Work shall include all work required to complete the improvements set forth in the plans approved by the City.

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EXHIBIT "E"
441 NE 3rd Avenue, Fort Lauderdale, FL
RESTRICTED AND PROHIBITED USES

Tenant shall not at any time: (i) operate its business under this Lease so as to violate any restrictive covenant, restrictive agreement or any code, rule or municipal regulation; (ii) sell or consume, or suffer or permit the sale of consumption of, alcoholic beverages on the Leased Premises, unless the same is included in the Permitted Use and appropriate licenses and insurance coverage has been secured and documentation thereof has been received by Landlord; (iii) use the Common Areas or any other area outside of the Leased Premises for the sale or display of any merchandise, for solicitations or demonstrations, for advertising (including handbills, flyers or leaflets in or on automobiles parked in the Property's parking lots or other Common Areas), or for any other business, occupation, undertaking or activity and Tenant shall not place or permit any obstruction in such areas or in any hallway, passageway, corridor or vestibule; (iv) use, or permit or suffer the use of, any portion of the Leased Premises for any unlawful purpose or for any activity which violates any certificate of occupancy affecting the Leased Premises or the Property or which is of a type which is not reasonably appropriate for the Property; (v) burn trash or, except for the use of so-called "**Dempster Dumpsters**" or other types of receptacles designated from time to time by Landlord (or any applicable public authority or trash removal agency or company) located in a screened or enclosed area, store any trash or garbage in any area other than inside the Leased Premises (and Tenant shall attend to the daily disposal of trash in the manner and by the agency or company designated by the Landlord, all at Tenant's sole cost and expense which may, at Landlord's sole and exclusive option, either (aa) be billed directly to Tenant by Landlord (or by the trash removal agency or company designated), in which case, Tenant shall pay the cost thereof within ten (10) business days following the delivery of the bill or invoice to Tenant, or (bb) be charged to Tenant as part of the Operating Expenses (with Tenant's Proportionate Share of such trash removal costs to be determined on the basis of an allocation thereof among all tenants contributing thereto, such allocation to be made by Landlord from time to time in such manner as Landlord, in its sole and absolute discretion, shall deem proper). In this connection, Tenant shall clean and maintain all common loading areas and areas adjacent to trash receptacles in a manner satisfactory to the Landlord. Tenant shall flatten or otherwise break down all boxes and/or other packaging before depositing same into the trash receptacles. Should Tenant fail to clean or maintain such areas in a manner satisfactory to Landlord, Landlord may clean and/or maintain such areas (or cause same to be cleaned and/or maintained), and Tenant shall be obligated to reimburse Landlord forthwith upon presentation to Tenant of a bill or invoice therefor, for all costs and expenses incurred in connection therewith, together with a surcharge of twenty percent (20%) of the costs and expenses incurred, to reimburse Landlord for its overhead and/or supervision costs relative thereto; (vi) park, or permit or suffer to be parked, trucks or other delivery vehicles in areas in which Landlord has prohibited such parking; (vii) suffer, permit or commit any waste or any public or private nuisance or other act or thing in the Leased Premises which may disturb or constitute a menace; (viii) permit any coin or token operated vending or amusement machine or similar device or pay telephone in the Leased Premises; (ix) install any phonograph, radio, television, loud speakers or other similar device on the Leased Premises without first obtaining in each instance Landlord's consent in writing, or permit music or any other sounds in the Leased Premises to be heard outside of the Leased Premises, or produce or create obnoxious fumes or odors, or otherwise cause unreasonable interference with any other tenant of the Property, (x) use, or permit or suffer the use of, any machines or equipment in the Leased Premises which cause vibration or noise that may damage the Leased Premises or any part thereof or the building of which the Leased Premises form a part or that may be transmitted to or heard in any other building or premises in the Property or in any part of the Common Areas; (xi) conduct any public or private auction, fire, bankruptcy, distress, liquidation, "going-out-of-business" or selling-out sale in or about the Leased Premises, or otherwise conduct its business in a manner that might give the public the impression that Tenant is about to cease operation in the Leased Premises (and Landlord shall be the sole judge as to what shall constitute a "distress-type" sale); or (xiii) operate its business in the manner commonly referred to or known as: a "discount house," "cut-rate store," "outlet store" or the like.

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EXHIBIT "F"
LIMITED GUARANTY OF LEASE

THIS LIMITED GUARANTY OF LEASE (this "Guaranty") is made for valuable consideration by **DAVID CARDACI**, an individual ("Guarantor"), in favor of **URBN FLAGLER, LLC** a Florida limited liability company ("Landlord"), in connection with that certain Property Lease Agreement dated August 30, 2019 (the "Lease"), pursuant to which Landlord leases to **KNALLHART HOLDING II, LLC**, a Florida limited liability company, a Florida corporation ("Tenant"), those certain premises as shown on the Site Plan attached as Exhibit "A" to the Lease (the "Premises") in the Property known as **441 NE 3rd Avenue, Fort Lauderdale, FL** (the "Property").

1. Guarantor does hereby absolutely, unconditionally and irrevocably guarantee and promise to Landlord the due, punctual and full payment by Tenant (as hereinafter defined) and the truth and accuracy of each and all of the representations and warranties of Tenant contained in the Lease, including without limitation, the payment of Base Rent, Operating Expenses and all items of additional Rent (as defined in the Lease) and any and all other sums payable thereunder. For the purposes of this Guaranty, the term "Lease Term" refers not only to the Term as defined in the Lease, but also to any renewals, extensions, modifications, assignments, reinstatements and holdings over thereof. Notwithstanding the foregoing, Guarantor's liability under this Guaranty shall not exceed the sum of \$173,240.00 which represents the Base Rent for the first year of the Lease commencing on the Commencement Date until the date which is one (1) year following the Rent Commencement Date. Following a one (1) year period calculated from the Lease Commencement Date, this Limited Guaranty of Lease will terminate.

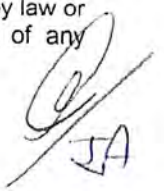
2. Guarantor does hereby agree that, without the consent of or notice to Guarantor and without affecting any of the obligations of Guarantor hereunder: (a) any term, covenant or condition of the Lease may be amended, compromised, released or otherwise altered by Landlord and Tenant, and Guarantor does guarantee and promise to perform all the obligations of Tenant under the Lease as so amended, compromised, released or altered; (b) any guarantor of or party to the Lease may be released, substituted or added; (c) any right or remedy under the Lease, this Guaranty or any other instrument or agreement may be exercised, not exercised, impaired, modified, limited, destroyed, or suspended; (d) Landlord or any other Person (hereinafter defined in Section 10 below) may deal in any manner with Tenant, any guarantor, any party to the Lease or any other Person; and (e) all or any part of the premises or of Tenant's rights or liabilities under the Lease may be sublet, assigned or assumed.

3. Guarantor hereby waives and agrees not to assert or take advantage of: (a) any right to require Landlord to proceed against Tenant or any other Person or to pursue any other remedy before proceeding against Guarantor; (b) the defense of any statute of limitations in any action under or related to this Guaranty or the Lease; (c) any right or defense that may arise by reason of the incapacity, lack of authority, death or disability of Tenant or any other Person; (d) any right or defense arising by reason of the absence, impairment, modification, limitation, destruction or cessation (in bankruptcy, by an election or remedies, or otherwise) of the liability of Tenant, of the subrogation rights of Guarantor or of the right of Guarantor to proceed against Tenant for reimbursement; and (e) the benefits of any statutory provision or procedural rule limiting the liability of a surety.

4. Guarantor hereby waives and agrees not to assert or take advantage of any right or defense based on the absence of any of all presentments, demands (including demands for performance), notices (including notices of adverse change in the financial status of Tenant or other facts which increases the risk to Guarantor, notices of non-performance and notices of acceptance of this Guaranty) and protests of each every kind.

5. Guarantor does hereby agree that if claim is ever made upon Landlord for repayment or recovery of any amount or amounts received by Landlord in payment or on account of the amounts hereby guaranteed and Landlord repays all or part of such amount by reason of (a) any judgment, decree or order or of any court or administrative body having jurisdiction or (b) any settlement or compromise of any such claim effected by Landlord with any such claimant (including Tenant or any other guarantor), then in such event Guarantor agrees that any such judgment, decree, order, settlement or compromise shall be binding upon Guarantor, notwithstanding the expiration or termination of the Lease or other instrument evidencing any of the amounts hereby guaranteed and Guarantor shall be and remain liable hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Landlord.

6. Guarantor does hereby agree that for Landlord's benefit and the benefit of Tenant and to the fullest extent permitted by law, Guarantor irrevocably and unconditionally waives any and all rights of subrogation, reimbursement, indemnification, contribution, or similar rights against Tenant or its assets (arising by contract or by law or otherwise) as a consequence of this Guaranty, including, without limitation, the payment or performance of any

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obligations hereby guaranteed, and further agrees that Guarantor will not assert any such right of subrogation, reimbursement, indemnification, contribution or similar right at any time in respect to the Lease. It is agreed that Landlord's rights under this Section 6 are such that the remedy at law for breach thereof would be inadequate, and that Landlord shall be entitled to specific performance and enforcement thereof, including, without limitation, the imposition of a restraining order or injunction. Nothing in this Section 6 shall diminish or relieve any obligations or liabilities of Tenant to Landlord. Landlord and Tenant and their respective successors and assigns are intended third party beneficiaries of the waivers and agreements made in this Section 6 and Landlord's rights under this Section 6 shall survive the expiration or termination of the Lease.

7. The liability of Guarantor and all rights, powers and remedies of Landlord hereunder and the liability and obligations of Tenant and all rights, powers and remedies of Landlord under the Lease and under this Guaranty shall be in addition to all rights, powers and remedies given to Landlord by law.

8. This Guaranty applies to, inures to the benefit of and binds all parties hereto, their heirs, devisees, legatees, executors, administrators, representatives, successors and assigns (including any purchaser at judicial foreclosure or trustee's sale or a holder of a deed in lieu thereof). This Guaranty may be assigned by Landlord voluntarily or by operation of law without reducing or modifying the liability of Guarantor hereunder.

9. This Guaranty shall constitute the entire agreement between Guarantor and Landlord with respect to the Guarantor's guaranty of performance of all of Tenant's obligations under the Lease. No provision of this Guaranty or right of Landlord hereunder may be waived nor may any guarantor be released from any obligation hereunder except by a writing duly executed by an authorized officer, director, trustee or partner of Landlord.

10. If more than one Person signs this Guaranty, each such Person shall be deemed a Guarantor and the obligation of all such Guarantors shall be joint and several. When the context and construction so requires, all words used in the singular herein shall be deemed to have been used in the plural. The word "Person" as used herein shall include an individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

11. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

12. The waiver or failure to enforce any provision of this Guaranty shall not operate as a waiver of any other breach of such provision or any other provisions hereof.

13. If either Landlord or Guarantor participates in an action against the other arising out of or in connection with this Guaranty, the one prevailing shall be entitled to have and recover from the other reasonable attorneys' fees, collection costs and other costs incurred in and in preparation for the actions.

14. Guarantor agrees that all questions with respect to this Guaranty shall be governed by, and deciding in accordance with the laws of the state in which the Property is located.

15. If Guarantor executes this Guaranty as a partnership, each individual executing this Guaranty on behalf of the partnership represents and warrants that he or she is a general partner of the partnership and that this Guaranty is binding upon the partnership in accordance with its terms. If Guarantor executes this Guaranty as a corporation, each of the Persons executing this Guaranty on behalf of the corporation covenants and warrants that the corporation is a duly authorized and existing corporation, that the corporation has and is qualified to transact business in the state in which the Property is located, that the corporation has full right, authority and power to enter into this Guaranty and to perform its obligations hereunder, that each Person signing this Guaranty on behalf of the corporation is authorized to do so and that this Guaranty is binding upon the corporation in accordance with its terms.

16. In the event Tenant shall become insolvent or shall be adjudicated a bankrupt, or shall file a petition for reorganization, arrangement or other relief under any present or future provisions of the United States Bankruptcy Code, or if such a petition be filed by creditors of Tenant, or if Tenant shall seek a judicial readjustment of the rights of its creditors under any present or future Federal or State law, or if a receiver of all or part of Tenant's property or assets is appointed by the State or Federal court, no such proceeding or action taken therein shall modify, diminish, or in any way affect the liability of Guarantor under this Guaranty, and the liability of Guarantor with respect to the Lease shall be of the same scope as if Guarantor had itself executed the lease as the named Tenant therein, and no "rejection" and/or "termination" of the Lease in any of the proceedings referred to in this Section 16 shall be effective to release and/or terminate the continuing liability of Guarantor to Landlord under this Guaranty. If, in connection with any of the circumstances referred to in this Section 16, Landlord should request that Guarantor execute a new lease for the balance of the Lease Term (unaffected by any such "rejection" and/or "termination" in any of such proceedings), but in all other

respects identical with the Lease, Guarantor shall do so as the named tenant under such new lease (irrespective of the fact that the Lease may have been "rejected" or "terminated" in connection with any of the proceedings referred to in this Section 16). Should Guarantor fail or refuse to execute such a new lease, without limiting any of the legal or equitable remedies available to Landlord on account of such failure or refusal, Guarantor acknowledges and agrees that Landlord may seek specific performance of the covenant of Guarantor contained in this Section 16 to execute such a new lease.

17. Any legal action or proceeding with respect to this Guaranty may be brought in the courts of the State in which the Property is located or, if the requisites of jurisdiction are obtained, of the United States of America for the District in which the Property is located and, by the execution and delivery of this Guaranty, Guarantor hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforementioned courts. Nothing herein shall, however, affect the right of Landlord to commence legal action or otherwise proceed against Guarantor in any other jurisdiction. Guarantor shall and does hereby waive trial by jury, and Landlord, by accepting this Guaranty shall be deemed to have waived trial by jury, in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter arising out of or in any way connected with this Guaranty or the Lease.

18. Guarantor agrees that Landlord shall not be required to apply any Security Deposit being held by Landlord under the Lease to any defaults, debts, or obligations of Tenant arising or accruing on or prior to the date Tenant defaults under the Lease, and Landlord may apply such Security Deposit as Landlord determines, in its sole discretion.

A handwritten signature in blue ink, consisting of a stylized 'J' and 'A' with a flourish, followed by the initials 'JIA' in a similar style.

Prepared by and Return to:
Gary A. Levinson, Esq.
Levinson, Gritter & DiGiore, LLP
200 South Andrews Avenue, Suite 903
Ft. Lauderdale, FL 33301

EXHIBIT "G"

MEMORANDUM OF LEASE
AND
NOTICE OF NON-RESPONSIBILITY

This is a Memorandum of Lease by and between URBAN FLAGLER, LLC, a Florida limited liability company, hereinafter called LANDLORD, and KNALLHART HOLDING II, LLC, a Florida limited liability company, hereinafter called TENANT, upon the following terms:

Effective Date of Lease: August 30, 2019

Address of Premises: 441 NE 3rd Avenue, Ft. Lauderdale, FL 33301

Legal Description of Premises: Exhibit 1

Lease Term: Five (5) years, commencing on the Effective Date of the Lease with two (2) five (5)-year options to extend the Lease.

Construction Liens: The Lease specifically provides that Tenant shall keep the Premises, at all times, free of mechanic's liens and other liens for labor, services or material purchased or procured, directly or indirectly, by or for Tenant.

Notice of Non-Responsibility: All persons are put upon notice of the fact that based upon the following provision the Tenant, its contractors, sub-contractors, laborers, materialmen or suppliers under no circumstances shall have the power to subject the interest of Landlord in the Premises, the building in which the premises are located, and/or the property on which the building is located to any construction lien or any other liens of any kind:

The right, title and interest of Landlord in all or any portion of the Premises, Building, underlying property or attached fixtures shall not be subject to any liens arising directly or indirectly out of any improvements, alterations or changes made to the Premises, or Building, by or on the behalf of Tenant, its officers, employees, servicers or agents.

This instrument is merely a Memorandum of the specific language in the Lease that prohibits the Landlord's interests in the Premises from being subject to a construction lien. The purpose of this Memorandum of Lease is to give and record notice of the Lease and of the rights created thereby and of the specific terms herein, all of which are hereby confirmed.

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The rights and obligations set forth herein shall be binding upon and inure to the benefit of and bind the parties hereto and their respective heirs, personal representatives, successors and assigns.

Upon expiration or termination of the Lease, Tenant acknowledges, for itself and its successors and assigns, that it shall be sufficient for purposes of title for Landlord to record an affidavit setting forth the fact that the Lease has expired or has been terminated and stating the date on which such Lease expired or terminated. Any purchaser, title insurer, title agent or attorney shall be entitled to rely upon such affidavit. Tenant specifically acknowledges that, but for the provisions of this paragraph, Landlord would not enter into the Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

Signed, sealed and delivered
in the presence of:

Witnesses:

Print Name: Tama Zurlay

Print Name: Desiree Zavalishina

Witnesses:

Print Name: Tamara Jovanovic

Print Name: Serena Heuss

LANDLORD:
URBN FLAGLER, LLC

By: [Signature]
Itay Avital, Manager

TENANT:
KNALLHART HOLDING II, LLC

By: [Signature]
David Cardaci, Manager

[NOTARY ACKNOWLEDGEMENTS APPEAR ON THE FOLLOWING PAGE]

STATE OF FLORIDA

COUNTY OF Dade

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by **ITAY AVITAL, MANAGER of URBAN FLAGLER, LLC**. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of August, 2019.

My Commission Expires:



[Signature]
Notary Public

Lana Dutova
Typed, printed or stamped name
of Notary Public

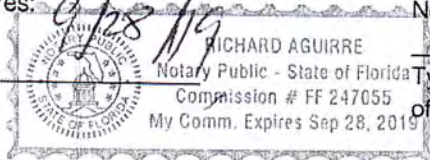
STATE OF FLORIDA

COUNTY OF Broward

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by **DAVID CARDACI, MANAGER of KNAHLHART HOLDING II, LLC**. He is personally known to me or has produced FCDL as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of August, 2019.

My Commission Expires: 9/28/19



[Signature]
Notary Public

Richard Aguirre
Typed, printed or stamped name
of Notary Public

EXHIBIT 1

LEGAL DESCRIPTION

Lots 1 and 2, Block 29, NORTH LAUDERDALE, according to Plat thereof, as recorded in Plat Book 1, Page 182, of the Public Records of Miami-Dade County, Florida; Said Lands situate, lying and being in Broward County, Florida.

A handwritten signature in blue ink, consisting of a stylized 'P' followed by a horizontal line. Below the signature are the initials 'JA'.

Bob Wojcik

From: Itay Avital <itay@tahoinv.com>
Sent: Thursday, October 29, 2020 4:55 PM
To: Bob Wojcik
Cc: David Cardaci
Subject: [-EXTERNAL-] Re: DRC Arroval
Attachments: R15017 - Notice of Determination.pdf

Hi Bob,
See attached our DRC notice of determination.

The approval includes the 2 towers on the black and the change of use of the church building.

Our DRC application number is R15017.

Warm Regards,

Itay Avital



441 NE 3rd Ave.
Ft. Lauderdale FL 33301
Direct: (954) 600-0633
Israel: +972 (3) 978-6784
email: itay@tahoinv.com

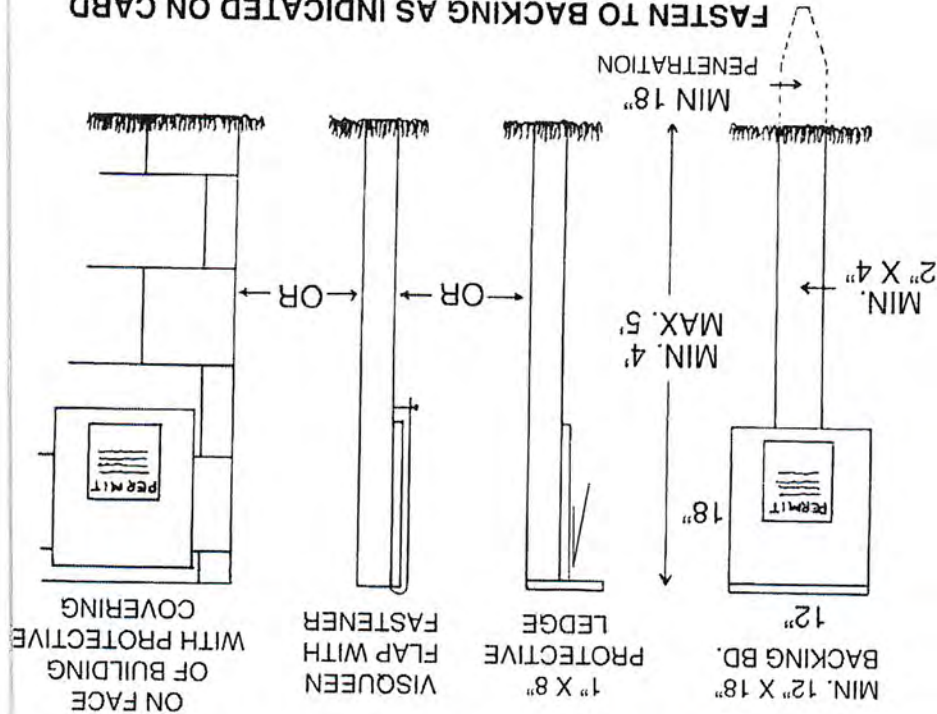
This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions

On Oct 29, 2020, at 4:29 PM, David Cardaci <david@theprocurer.com> wrote:

Itay,

Can you send yo the DRC approval to Bob?

FASTEN TO BACKING AS INDICATED ON CARD



THIS PERMIT CARD MUST BE DISPLAYED ON THE FRONT OF THE JOB
BY ONE OF THE FOLLOWING METHODS

DISPLAY THIS CARD ON FRONT OF JOB

CITY OF FORT LAUDERDALE BUILDING PERMIT

****CALL IN INSPECTIONS BETWEEN 8AM & 3:00PM****
PERMIT 19042597 DATE 09/23/2019

ADDRESS 441 NE 3 AVE

OWNER UREN FLAGLER LLC

CONTRACTOR JERUSALEM BUILDERS 2003 INC
BALTC SM NAME

PURPOSE EXISTING CHURCH RENOVATION - EXTERIOR

SUBDIVISION NORTH LAUDERDALE AMD 1-182 D

BLOCK 0029 LOT 01-2 ZONE RAC-CC

CONTINUATION SHEET		AIA DOCUMENT G703					PAGE 2 OF 2 PAGES		
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT					APPLICATION NO:				
ARCHITECT'S PROJECT NO:									
A	B	C	D	E	F	G	H	I	J
ITEM NO	DESCRIPTION	ORIGINAL SCHEDULED VALUE	COMPLETED FROM PREVIOUS APPLICATION	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C-H)	RETAINABLE (IF VARIABLE RATE)
Div. 1	General Requirements	12,000.00	0.00		0.00	0.00	0.00%	12,000.00	
1430	Testing	13,000.00	0.00		0.00	0.00	0.00%	13,000.00	
1510	FPL	4,800.00	0.00	1,273.02	0.00	1,273.02	26.52%	3,526.98	
1510	Water	4,000.00	0.00	70.20	0.00	70.20	1.76%	3,929.80	
1520	Portable Toilet	3,500.00	0.00	1,656.64	0.00	1,656.64	47.33%	0.00	
1530	Dumpster	25,000.00	0.00	12,187.90	0.00	12,187.90	48.75%	12,812.10	
1530	Construction Fence	6,500.00	0.00	4,050.00	0.00	4,050.00	62.31%	2,450.00	
1925	Insurance	15,000.00							
Div. 2	Site Construction								
2210	Survey	6,000.00	0.00	250.00	0.00	250.00	4.17%	5,750.00	
2315	Trenching and Concrete Cutting	40,000.00	0.00	17,026.14	0.00	17,026.14	42.57%	22,973.86	
2450	Foundation and Load-Bearing Elements	1.00	0.00		0.00	0.00	0.00%	1.00	
2600	Drainage, Containment, Water (Site Work)	140,000.00	0.00	16,965.30	0.00	16,965.30	12.12%	123,034.70	
2900	Landscaping and Irrigation	55,000.00	0.00	2,150.00	0.00	2,150.00	3.91%	52,850.00	
2700	Demolition	45,000.00	0.00	24,975.00	0.00	24,975.00	55.50%	20,025.00	
Div. 3	Concrete and Masonry	120,000.00	0.00	76,794.68	0.00	76,794.68	64.00%	43,205.32	
Div. 5	Metals								
5500	Exterior Railing and Screening	85,000.00	0.00		0.00	0.00	0.00%	85,000.00	
5500	Mezzanine Floor and Joist Reinforcement	60,000.00	0.00	60,000.00	0.00	60,000.00	100.00%	0.00	
5590	Structural Steel	55,000.00	0.00	13,500.00	0.00	13,500.00	24.55%	41,500.00	
Div. 6	Millwork								
6200	Mailboxes	1,100.00	1.00	1,003.35	0.00	1,004.35	91.30%	95.65	
6400	Wood Deck	60,000.00	1.00		0.00	1.00	0.00%	59,999.00	
Div. 7	Thermal and Moisture Protection								
7200	Insulation	24,000.00	0.00	2,512.70	0.00	2,512.70	10.47%	21,487.30	
7400	Roofing	95,000.00	0.00	48,351.64	0.00	48,351.64	50.90%	46,648.36	
Div. 8	Doors and Windows								
8050	StainGlass Windows Repair/Install	15,000.00	0.00	9,100.00	0.00	9,100.00	60.67%	5,900.00	
8900	Awning	50,000.00							
8200	Exterior Doors and Hardware	30,000.00	0.00	8,011.78	0.00	8,011.78	26.71%	21,988.22	
8300	Offices Glass Partition	60,000.00	0.00		0.00	0.00	0.00%	60,000.00	
8800	Window and Glazing	113,000.00	0.00	45,000.00	0.00	45,000.00	39.82%	68,000.00	
Div. 9	Finishes								
9200	Drywall and Framing	40,000.00	0.00	12,308.57	0.00	12,308.57	30.77%	27,691.43	
9300	Bath Tile - Wall and Floor	20,000.00	0.00		0.00	0.00	0.00%	20,000.00	
9600	Ceramic Tile and Floor Covering + Terrazzo	50,000.00	0.00		0.00	0.00	0.00%	50,000.00	
9600	Trim - Base Board	10,000.00	0.00		0.00	0.00	0.00%	10,000.00	
9700	Stucco	30,000.00	0.00	8,995.00	0.00	8,995.00	29.98%	21,005.00	
9900	Exterior and Interior Paint	40,000.00	0.00		0.00	0.00	0.00%	40,000.00	
9900	Exterior Pressure Wash	20,000.00							
Div. 11	Equipment								
1140	Elevator/Lift	40,000.00	0.00	17,333.00	0.00	17,333.00	43.33%	22,667.00	
Div. 15	Plumbing	160,000.00	0.00	59,773.00	0.00	59,773.00	37.36%	100,227.00	5,977.30
1530	Fire Sprinklers	50,000.00	0.00	43,600.00	0.00	43,600.00	87.20%	6,400.00	
1570	HVAC	251,900.00	0.00		0.00	0.00	0.00%	251,900.00	
Div. 16									
1	Kitchen and bar equipment	192,650.00							
2	Walk in Cooler	23,000.00							
3	Hood	40,000.00							
4	Audio / Video / Lighting	179,000.00							
5	OS&E	80,000.00							
6	Décor and Other	80,000.00							
7	FF&E	180,000.00							
Div. 17	Electrical	183,000.00	0.00	60,054.99	0.00	60,054.99	32.82%	122,945.01	6,005.50
	Fire Alarm	25,000.00	0.00	21,268.18	0.00	21,268.18	85.07%	3,731.82	
	OTHER COSTS								
	General Conditions and Fee	60,000.00	0.00	61,375.99	0.00	61,375.99	102.29%	-1,375.99	
	Utilities Consultants	5,000.00	0.00	1,200.00	0.00	1,200.00	24.00%	3,800.00	
	Architect & Consultants	140,000.00		80,997.23					
	SUBTOTAL	3,037,451.00	2.00	711,784.31	0.00	630,789.08	20.77%	1,405,168.56	11,982.80
	CHANGE ORDERS								
	HVAC	2500							
	Electrical	11,952.76	0.00	0.00	0.00	0.00	0.00%	11,952.76	
	Glazing	19,800.00							
	Sprinklers	3600							
	GRAND TOTAL	3,075,303.76	2.00	711,784.31	0.00	630,789.08	20.51%	1,417,121.32	

Jerusalem Builders, Inc.
2533 Johnson Street
Hollywood, FL 33020

1/06/21

To Whom It May Concern:

This letter shall serve as certification that the construction of the "URBN" project located at 441 NE 3rd Ave, Fort Lauderdale, FL 33305 will cost approximately \$2,250,000.00. This number will more than likely increase as the project advances depending on the clients changes – if any.

This amount does not include any of the end users (The Abbey) equipment, furniture, or fixtures.

Please feel free to reach out with any questions.

Best regards,

A handwritten signature in black ink, appearing to be 'Ehud Klainman', with a long horizontal stroke extending to the right.

Ehud Klainman

All American Windows

6001 N Powerline Road, Suite A
Fort Lauderdale, FL 33309
Tel: 954-786-8525 | Fax: 954-786-8554



Glass & Glazing Quote

Attention: ITAY AVITAL

Project: URBAN CHURCH

Date: 06/29/2020

Description of Work:

Residential Windows & Doors

MARK	QUANTITY	WIDTH	HEIGHT	CONFIG.	SERIES
FIXED WINDOWS					
W101	5.00	23.5	73.25	PW7720 FIXED	PGTI
W102	4.00	53.75	101.25	SS3500 STOREFRONT	PGTI
W103T	1.00	19.125	24	PW7720 FIXED	PGTI
W103	1.00	19.125	71.5	PW7720 FIXED	PGTI
W103AT	1.00	23.5	23.5	PW7720 FIXED	PGTI
W103A	1.00	23.5	71.5	PW7720 FIXED	PGTI
W105	2.00	62.75	65.25	SS3500 STOREFRONT	PGTI
W105A	2.00	39.25	64.75	SS3500 STOREFRONT	PGTI
W106	1.00	63	64.75	SS3500 STOREFRONT	PGTI
W107	2.00	72.25	61.5	SS3500 STOREFRONT	PGTI
W108	1.00	58	58	PW7720 FIXED	PGTI
W109	3.00	62.25	76	SS3500 STOREFRONT	PGTI
W110	2.00	41.25	67.75	SS3500 STOREFRONT	PGTI
W111	1.00	65.25	76	SS3500 STOREFRONT	PGTI
W112	2.00	72.25	49.25	SS3500 STOREFRONT	PGTI
W114U	1.00	35.5	61.25	PW7720 FIXED	PGTI
W114L	1.00	35.5	91	PW7720 FIXED	PGTI
W115	2.00	74	91	SS3500 STOREFRONT	PGTI
ST102	4.00	136.25	94	SS3500 STOREFRONT	PGTI
DOORS					
D103	1.00	65	102.5	SS3550 STOREFRONT BOOR	PGTI
ST101	3.00	124.25	106	CGI ESTATE SGD	PGTI
INTERIOR LAMINATED GLASS					
	1.00	576	102	INTERIOR CORRIDOR	
TOTAL COST :					

\$ 113,000.00

Specifications:

All windows and doors have **BRONZE FRAME CLEAR LOW E INSULATED GLASS**

Inclusions:

Includes new construction installation into masonry openings with buck frames by others (if required)

Exterior perimeter sealant and caulking of flange to buck frame included using polyurethane or equivalent
Waterproofing of Substrate INCLUDED
Equipment needed for hoisting and lifting of material and storage
Standard Warranties and Hardware

Exclusions:

Permit costs and bond costs
Final exterior sealant or "beauty bead"
Sun shades and louvers
Metal doors

Acknowledgements:

Proposal prepared in accordance with plans dated 12/19/18

Qualifications:

Only Products identified above are included in this proposal
No removal or demolition of existing windows or doors included in this quote
Openings to receive new windows will be built and prepped by others with sufficient structure for window fastening
Exterior Doors must attach at jambs and head to a concrete, wood, min. 3/16 steel or 1/8 min. wall thickness aluminum
Framed opening by others to adhere to the NOA

DDC Fire Alarm Consulting, Co.

461 West 42nd Place
Hialeah, FL 33012
Off 305-828-3133
Fax 305-828-3134

Estimate

Date	Estimate #
6/11/2020	2790

Name / Address
TAHO Investments 1111 Park Centre Blvd. Suite 402 Miami Gardens, FL 33169

Project Name/Address
Existing Bldg. Renovation 441 NE 3rd Avenue Ft. Lauderdale, FL 33301

P.O. No.	Project
	Fire Alarm System

Qty	Description
	Scope of work: REVISED 6/11/2020 Provide and install Hochiki Fire Alarm System as per plans provided 1 Addressable 1 Loop Panel w/DACT, Gray, Expandable 1 50 Watts Voice Evac. Panel w/DMR, Mic. 1 Serial Annunciator, Gray, Includes surface Backbox 1 Remote Microphone and Cabinet, Charcoal 1 Remote Microphone Interphase Card 1 10 Amp. 6 NAC Power Supply 4 Batteries (for fire alarm & voice panel) 2 Batteries (for booster) 5 Addressable Pull Station Single Action Hex Key 3 Pull Station Single Action Weather proof 3 Addressable Monitor Module (for weatherproof pull stations) 12 ALN-V Addressable Smoke Detector 1 Analog Multi-Criteria Detector, Smoke, Heat & CO (for kitchen area) 13 6" Analog Detector Base 4 Addressable Duct Detector W/Relay (requires 24vdc) 4 Duct Detector Sampling Tubes 4 Remote. Alarm LED, Pilot LED, Push-Button Test/Reset Switch 2 Addressable Relay Module (for elevator recall) 6 Addressable Monitor Module (for sprinkler & kitchen hood systems) 1 24VDC 6" Flow Bell 1 Flow Bell Weatherproof Back Box 18 Strobe Wall Mount, Red Multi-Candela 33 Wall Mount Speaker/Strobe Multi-Candela White 1 Wall Mount Speaker/Strobe Weatherproof White 1 Speaker Weatherproof Backbox, White Fire Drawing & Documents Box (Red)
Thank you for your business.	
Subtotal	
Sales Tax (7.0%)	
Total	

DDC Fire Alarm Consulting, Co.

461 West 42nd Place
Hialeah, Fl. 33012
Off 305-828-3133
Fax 305-828-3134

Estimate

Date	Estimate #
6/11/2020	2790

Name / Address
TAHO Investments 1111 Park Centre Blvd. Suite 402 Miami Gardens, FL 33169

Project Name/Address
Existing Bldg. Renovation 441 NE 3rd Avenue Ft. Lauderdale, Fl. 33301

P.O. No.	Project
	Fire Alarm System

Qty	Description
	120 vac Surge Protector Hardwire Shipping Freight Charges Cable and Wire Shop Drawing (engineer signed and sealed) Labor time for plans and permitting at county/city Installation of above equipment Programing and System Certification Electrical Rough, Final Fire and Final Electrical Inspections with Local AHJ 1 Years Limited Warranty (vandalism and act of God not covered under warranty) Permit cost and associated fees are NOT included in this proposal. All fees WILL be forward to contractor in addition to quoted price.
Thank you for your business.	
Subtotal	
Sales Tax (7.0%)	
Total	

DDC Fire Alarm Consulting, Co.

461 West 42nd Place
Hialeah, FL 33012
Off 305-828-3133
Fax 305-828-3134

Estimate

Date	Estimate #
6/11/2020	2790

Name / Address
TAHO Investments 1111 Park Centre Blvd. Suite 402 Miami Gardens, FL 33169

Project Name/Address
Existing Bldg. Renovation 441 NE 3rd Avenue Ft. Lauderdale, FL 33301

P.O. No.	Project
	Fire Alarm System

Qty	Description
	Notes - Terms & Conditions: 1) This quotation is based solely on the drawings provided. No specifications have been reviewed by DDC Fire Alarm Consulting, Co. 2) Any changes requested by the local AHJ will be at an additional cost. 3) Contractor is responsible for obtaining CAD files and any associated cost. 4) After completion of shop drawings, should any changes be made to the building structural layout that requires relocation, addition or removal of fire alarm devices, and if this requires updating shop drawings to reflect changes; cost for this work is NOT included herein and will be forward to the contractor. 5) All included labor is based on normal business hours, including programing, testing and/or inspections with fire department. Should any labor be required to be performed after normal business hours, there will be an additional charge for overtime. 6) We can NOT be held responsible for any delays caused by the negligence of other trades in completing their work. 7) No additional terms or conditions will be accepted under this quotation. Should additional terms or conditions be presented to DDC Fire, we reserve the right to revise the price accordingly or void this quotation. DDC Fire Alarm Consulting, Co. Responsibilities: 1) Produce "Engineer Signed and Sealed" shop drawings as required by the building department which will be based on the contract set of drawings with the equipment herein. 2) Submit drawings to city/county in order to obtain a permit for the fire alarm system installation. Labor for standard inspections is include in quoted price. 3) Provide and install all wiring and cable for new devices and make connections at control panel and power boosters. 4) Provide and install all fire alarm equipment listed on page 1 except as modified herein. 5) Program Fire alarm control panel and devices as required for this project. 6) Test and Certified complete system operation as describe in sequence of operations and issue the required NFPA-72 forms. 7) Attend to final fire alarm inspection with fire department and final electrical inspection. 8) Provide demonstration owner on system operations (if required).
Thank you for your business.	
Subtotal	
Sales Tax (7.0%)	
Total	

DDC Fire Alarm Consulting, Co.

461 West 42nd Place
Hialeah, Fl. 33012
Off 305-828-3133
Fax 305-828-3134

Estimate

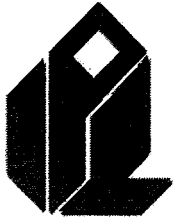
Date	Estimate #
6/11/2020	2790

Name / Address
TAHO Investments 1111 Park Centre Blvd. Suite 402 Miami Gardens, FL 33169

Project Name/Address
Existing Bldg. Renovation 441 NE 3rd Avenue Ft. Lauderdale, FL 33301

P.O. No.	Project
	Fire Alarm System

Qty	Description						
	Electrical Contractor's Responsibilities: 1) Provide and install ALL required conduits, electrical boxes, gutter above control panel. Also run 120vac power including breaker and associated conduit and wire. 2) Contractor to provide adequate scaffolding, lifts and ladders for high areas is needed. Owner's Responsibility: It is the responsibility of the owner to provide monitoring of the fire alarm system by contracting an FM/UL/ETL company as required by the local AHJ. DDC Fire will be more than happy to provide you with a monitoring agreement. PAYMENT TERMS: 50% down with signed proposal will be required for shop drawings, 40% with rough inspection and balance due net 15 days from invoice. Drawings will not be started and no equipment will be delivered until and original copy of the signed proposal and the deposit has been received. NO RETAINAGE IS TO BE ALLOWED. Accepted By: Name: _____ Date: _____						
Thank you for your business.							
<table><tr><td>Subtotal</td><td>\$22,116.25</td></tr><tr><td>Sales Tax (7.0%)</td><td>\$1,515.06</td></tr><tr><td>Total</td><td>\$23,631.31</td></tr></table>		Subtotal	\$22,116.25	Sales Tax (7.0%)	\$1,515.06	Total	\$23,631.31
Subtotal	\$22,116.25						
Sales Tax (7.0%)	\$1,515.06						
Total	\$23,631.31						



Pro Quality Plumbing Inc.
4606 Hazel Ave S
lehigh acres, FL 33976 US
pro.quality@live.com

Estimate

ADDRESS

Taho Investments
441 NE 3rd AVE
Fort Lauderdale, FL 33131

ESTIMATE #	DATE
1002	01/21/2020

ACTIVITY	DESCRIPTION	QTY	AMOUNT
	Includes labor and materials for the following:		
	Cocktail Sinks	15	
	Ice Makers	4	
	3 Compartment Sinks	1	
	Floor Sinks	23	
	Floor Drains	25	
	Hand Sinks	6	
	Water Heaters	2	
	WC	15	
	LAV	12	
	Urinary	2	
	Floor Trenches	3	
	Emergency over flow drains	2	
	Storm drain lines	4	
	Capped water lines		
	Capped grease lines		
	Materials:		
	-Copper for water lines		
	-PVC for sanitary lines		

ACTIVITY	DESCRIPTION	QTY	AMOUNT
	Does not include: -Fixtures and faucets -Permit cost -Remove and replace concrete -Back flow preventer -Storm drain cost - Floor sink cost - Floor drain cost -Cost of recirculating pump Notes: -Fire stops penetration are NOT included - Please note this estimate has an expiration period of 30 days due to frequent changes in materials price - If lines are desired in CPVC, the cost will be \$7k less - Deposit is due at contract agreement - Payment due for each stage of the plumbing contract after inspection has passed. - If inspections do not pass because of reasons foreign to the plumbing done by Pro Quality, payment will still be expected. - If the project this estimate is intended for comes to a halt, payment of work already completed will be expected. - When trespassing sanitary lines through the existing footer of the building, if difficulties foreign to the scope of our job arises, a change order will be issued. - Any additional changes not included in the plans given at the time of this estimate are not included.		
Deposit		1	26,640.00
Ground		1	26,640.00
Rough		1	46,620.00
Sewer and water service		1	6,660.00
Final		1	26,640.00

TOTAL

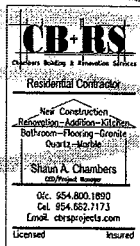
\$133,200.00

Accepted By

Itay Avital

Accepted Date

01/21/2020



Invoice

Chambers Building & Renovation Services

2349 Nw 34th Terr., Coconut Creek, Fl, 33066

2/17/20 10:41 PM

Bill To

Richard Lawrence
richlaw44@gmail.com, maarkwilliams12@gmail.com

Ship Via

Ship Date

Qty	Description	Unit	Ext
1	Renovation Project	117,500.00	117,500.00

New CMU wall
Block Wall Cost
-New CMU wall reinforced w/ #6 steel per architectural plans.

-Starter columns per engineered plans

-New slab grade over compacted fill per engineered plans.

-Column footings per plans

Core fill per plans

Non-discounted retail pricing for: Concrete masonry block wall set with mortar on existing foundation. Quantity includes typical waste overage, material for repair and local delivery.

Cmu Block Wall Installation Labor, Basic

Basic labor to install cmu block wall with favorable site conditions. Excavate up to 0.3m/1ft below grade. Layout pattern to minimize cuts. Set level concrete foundation. Lay courses in mortar joints. includes core fill per engineered plans. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.

1	Concrete Slab/ Foundation Pour	23,800.00	23,800.00
	15x 23 front entrance		
	23x10		
	2x43		
	17x24		
	5x50		
	43x26		
	35x21		

Subtotal

Tax 6.00%

Tax 6.50%

Total

Payments

Balance



Invoice

Chambers Building & Renovation Services

2349 Nw 34th Terr., Coconut Creek, FL 33066

2/17/20 10:41 PM

Bill To

Richard Lawrence

richlaw44@gmail.com, maarkwilliams12@gmail.com

Ship Via

Ship Date

Qty	Description	Unit	Ext
	#5 rebar dowel 12" oc per slab repair plans Back fill and repair		
1	Framing install	3,500.00	3,500.00
	Relocate interior wall Widen concrete opening		
1	Deck Install/Repair	22,500.00	22,500.00

Thank You For Your Business!

****50% DEPOSIT REQUIRED prior to start of project**BALANCE to be PAID IN FULL**100% at completion or at agreed terms**Balance to be divided into 3 Payments**Payment 1. 30% Payment 2. 25% Payment 3. 25% **Contractor fees/ Permit (if applicable) fees must be paid in full at the start of project****

"This contract is valid for 30 days from date above. Your signature below, or payment indicates your acceptance of the above line items. Should you have any questions or concerns, please call to discuss." Items not mentioned are not part of this contract. Chambers Building & Renovation Services, has reserved the right to adjust proposal for missing items due to oversight and adjust contract accordingly. Thank you.

Subtotal	\$167,300.00
Tax 6.00%	\$0.00
Tax 6.50%	\$0.00
Total	\$167,300.00
Payments	\$0.00
Balance	\$167,300.00

URBN FLAGLER, LLC

Subcontract Agreement

Project: URBN Venue Flagler Village

HVAC

This Subcontract is hereby entered into on the effective date of September 1st, 2020, by and between URBN Flagler, LLC (hereinafter "Developer") and Intercoastal Air, LLC (hereinafter "Subcontractor"). Subcontractor agrees to provide all labor, materials, equipment, tools, delivery, storage, transportation, scaffolding, hoisting, lifts, fork lifts, licensing, permits, and insurance necessary or incidental to fully and satisfactorily complete the following work and as further clarified and is reasonable inferable from **Exhibit A** herein (hereinafter "Subcontract Work"): Labor, materials, & equipment needed to provide HVAC system as detailed on scope of work and architectural plans attached as **Exhibit B**. Owner shall be responsible to pay the permit fees but Subcontractor will handle the issuance, closure and inspections and closing of such permit. Contract predicated on sheets M-1.1, M-1.2, M-1.3, M-2.1 and M-2.2 dated 8/2/2020.

Developer shall pay Subcontractor for the satisfactory performance of the Work, subject to the Conditions of Subcontract, one through thirty-two which may be on the front and back pages, in accordance with the following "Payment Schedule":

- a. Total contract price - \$251,900.00
- b. At signing the contract - \$100,760.00
- c. Upon completion of rough inspection - \$113,355.00
- d. Punch out, pass final inspection and close permit - \$37,785.00

This Subcontract and all Conditions of Subcontract are hereby agreed as of the date written above:

DEVELOPER

SUBCONTRACTOR

By: _____

By: _____

Print name: _____

Print name: _____

Print title: _____

Print title: _____

CONDITIONS OF SUBCONTRACT

1. The Subcontractor shall furnish its best skill and judgment in the performance of the Subcontract Work, perform the Subcontract Work in a good and workmanlike manner, and use diligent efforts to perform the Subcontract Work in an expeditious manner and to cooperate with the Developer. The Subcontractor shall furnish all of the labor, materials, equipment, and services, including but not limited to competent supervision, shop drawings, samples, tools, hoisting, insurance, and scaffolding as is necessary for the full and proper performance of the Subcontract Work, all of which shall be provided in full accord with and reasonably inferable from any Contract Documents to achieve the intended results. Subcontractor further warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defects or workmanship and materials. Workers to comply with OSHA standards.

2. The Contract Documents include this Agreement and any special conditions, general conditions, specifications, drawings, project schedule, addenda, change orders, other documents listed in this Agreement or provided to the Subcontractor as Contract Documents, and modifications issued in accordance with this Agreement. The Contract Documents are fully incorporated herein by this reference. Subcontractor agrees to be bound, responsible, obligated and liable by all provisions of the Contract Documents. Subcontractor acknowledges that it has been provided with full access to all Contract Documents, and that Subcontractor may request copies hereof in writing and Developer will supply a copy. If any provision of this Agreement is reasonably conflict with a provision in the Contract Documents, this Agreement shall govern. In the event of a conflict between or among the plans or specifications Subcontractor shall comply with the documents in the following order of precedence: (1) amendments to the plans and specifications; (2) plans and specifications; (3) manufacturers' specifications; (4) approved shop drawings; furthermore, Subcontractor shall be responsible to perform the greater and more expensive scope of work unless Subcontractor provides Developer with prior written notice of the conflict and, prior to starting the work or ordering materials, obtains Developer's written consent. In the event of a conflict between or among the plans and specifications, the specifications shall govern. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control.

3. Before commencing the Work, and as a condition precedent to payment, the Subcontractor shall purchase and maintain insurance in such amounts identified below and underwritten by such insurance companies as are acceptable to Developer covering Worker's Compensation and Employer's Liability per State statutes, Automobile Liability, Comprehensive General Liability, Crane Liability and Riggers Legal Liability Insurance (if applicable to the Subcontract Work), and Errors and Omissions (if Professional Services are being rendered by Subcontractor pursuant to this Agreement). The following minimum levels of insurance are required:

- Worker's Compensation covering with the minimum statutory requirements of the State of Florida. The coverages shall be endorsed as follows: (i) an express waiver of any right of subrogation by the insurer against Developer shall be included; (ii) all sole proprietors, partners, officers, executives, and members shall not be excluded from coverage. Subcontractor and any subs to the Subcontractor shall voluntarily provide Workers' Compensation coverage for proprietors, partners, officers, executives, members, and others not statutorily required to maintain Worker's

AHU/CU-2	1	38AUDA25A0A5-0A0A0	Cond AC Dual - Puron The following items are included: Voltage: 208/230-3-60 Unit Size: 20 Tons (025)20 Tons (25) Packaging: Standard Packaging Refrigerant Options: Standard Base Unit Controls: Standard Electrical Mechanical Controls Condensor Coil Options: Al/Cu Standard
AHU/CU-2	1	33CONNECTSTAT	CONNECT WI-FI COMMERCIAL THERMOSTAT
AHU/CU-2	1	CRDISKIT001A00	VFD REMOTE KEYPAD KIT
AHU/CU-2	1	40RUA25T1A5-0A0A0	PACKAGED AIR-HANDLING UNITS The following items are included: Package: Standard Voltage: 208/230-3-60 Unit Size: 20 Ton Controls: Not Used Fan Motor Speed Controller: 2-Speed VFD Controller Indoor Fan Mtr Option: Standard Motor / Std Drive Coil Options: Standard Al Fin / Copper Tube
AHU/CU-2	2	EF680035	Liquid Line Solenoid Valve
AHU/CU-2	2	KM680004	Sight Glass
RTU-1	1	50TC-E16J1A5-0A0G0	Packaged Rooftop Electric Cooling Unit The following items are included: Voltage: 208-230/3/60 Refrigeration Systems Options: Two-Stage Cooling Models 08-16 with Al/Cu Condenser Coils and with Humidi-MiZer Unit Size: 13.6 Tons15 Tons (16) Packaging Options: Standard Carrier Package Indoor Fan Options: Indoor Fan Medium Static Option Belt Drive Electrical Options: 2-Speed Indoor Fan (VFD) Controller Coil Options: Al/Cu Condenser Coil, Al/Cu Evaporator Coil Base unit controls: Electromechanical Controls. Can be used with W7212 EconoMi\$er IV (Non-Fault Detection and Diagnostic) Sensor Options: Condensate Overflow Switch
RTU-1	1	33CS2PPRH-03	Edge Pro two-stage programmable with hum
RTU-1	1	CRRFCURB074A00	ACC-ROOF CURB 14" TALL RGS/RAS
RTU-1	1	CRHEATER294A00	ACC-ELHTR 208V 33.5 KW
RTU-1	1	CRSINGLE049A00	ACC-SNGLPT BOX 208V 7.5-10T
RTU-1	1	CRTWOPOS014A00	ACC-2 POS MTZD OA DMPR
CU-3	1	38AUDA12A0A5-0A0A0	SPLT, Payback Tier, CHP, 10 ton The following items are included: Voltage: 208/230-3-60 Unit Size: 10 Tons10 Tons (12) Packaging Options: Standard Carrier Package Refrigerant Options: Standard NA- Sensor Option: Std/Tmp Sensor in Ctl Box Base Unit Controls: Electro-Mechanical Controls Coil Options: Al/Cu Standard
CU-3	1	33CS2PP2S-03	Edge Pro two-stage programmable thermost
CU-3	2	EF680033	Liquid Line Solenoid Valve
CU-3	2	EF680037	Liquid Line Solenoid Valve
CU-3	2	KM680008	Sight Glass
AHU-3	1	39LD08AA-BH-DKP7A9	Packaged Air Handling Unit The following items are included: 39L AHU 08 Unit Parameters 39L Size: 8 Insulation: 1" 1.5# Tuf-Skin II Single Wall Hand: Right No Export Crate Controls: No Product Integrated Controls FLT Flat Filter Section LD Vertical Cooling (LFA) Coil/Fan Section
AHU-3	1	39MA-410A111180412	12-T TXV, DISCHARGE 1-1/8", NOZZL 4-12
AHU-3	1	31KFG39LF008822	Filter Kit, 2" FLT Pleated (MERV13), 39

AHU-3	1	39LMR-SU-FIRST	First 39 Series Start-up
GPS iMod	4	GPS-iMod Snap sections	Power supply included

FCU1ABC/CU-6

Installation of 1 - 3 ton Mitsubishi Minisplit: Serving: shop/lobby/restrooms/Main entrance

Total cooling capacity 36,000 BTU

Install MXZ4C36NA2U1 heat pump

2 SLZKF12NATH ceiling cassette

1 SEZKD12NA4R1TH Concealed ceiling

run lineset, low voltage line

Supply and install all Supply and return grills as per plan,

Supply and install all exhaust fans as per plan,

Supply and install all Louvers as per plan,

Supply and install all flex duct as per plan,

Supply and install all copper line set with insulation for all split systems as per plan,

Supply and install all roof curb as per plan

Drain lines:

Supply and install drain lines for all HVAC equipment, must go to the main drain spot in the back of the building.

Except of the 4 units on the east side of the building –to be connected to the 6" roof drain pipe.

Price Includes: Labor, materials and taxes to ensure properly operating systems in accordance with manufacturers' recommendations and all local, municipal and state code requirements in effect at the time of installation.

Price Excludes: Permit fees, electrical (except for listed above), condensing unit slab, air handler stands, cutting patching, painting, roof sealing, fire dampers or fire stopping. Engineers' drawing and load calculations. Work required by the city outside the proposed scope of work or works previously done and is now required to bring up to current codes. Price is based on complete project and is subject to change if not accepted within 30 days. All alterations and or change orders that deviate from the above specifications involving extra costs will be executed upon written order and will be an extra charge in addition to the quoted price. All agreements are contingent upon strikes, accidents, inclement weather or delays beyond our control.

All equipment installed on this contract, remains the property of Intercoastal Air, LLC until this contract is paid in full.

All labor to be performed in a neat and workmanlike manner skilled mechanics with satisfaction guaranteed.

If you have any questions, please call Eli Elbaz at 305-615-2665.

TOTAL PRICE OF JOB: \$251,900.00

General

1. Scope is to be completed to specifications from notes, details and drawings found in Mechanical Drawings.
2. Submit piping leakage test protocol for approval before execution.
3. Use dielectric fittings or couplings for dissimilar metals.
4. All trash, rubbish, debris from material to be thrown in dumpster at end of each working day.
5. All hoisting, lifts, and any equipment to complete this scope of work is to be provided by this contractor.
6. All work to be completed in accordance with OSHA guidelines.
7. Provide 1-year guarantee warranty for all materials and workmanship to be free from defect for 1 year from date of acceptance, compressors shall have extended warranty of 5 years. All warranty's to be delivered to the Owner.
8. Provide final as-built drawings to Mechanical Engineer at time of Mechanical Final Inspection. When necessary, provide detailed sketches during construction to assist the engineer in incorporating field modifications into the plans.

Mechanical

1. Layout and mark mechanical units and penetrations on roof for all roof top units, mechanical penetrations, and mechanical lines within 5 days of the roof curbs arrivals.
2. Layout and mark mechanical duct penetrations through framed drywall partitions within 10 days of contract acceptance.
3. Furnish and install all exterior and interior louvers per plans. All exterior louvers shall have NOA per louver schedule.
4. Furnish and install all copper refrigerant lines for all mechanical equipment. Include insulation per plans for interior and exterior.
5. Furnish and install all condensate drains for mechanical equipment, Include insulating condensate drains as per plans.
6. Furnish and install entire galvanized sheet metal housing at refrigerant line roof penetrations.
7. Furnish and install all rooftop housing per plans for mechanical equipment.
8. Furnish and install all Mechanical Equipment and material per Mechanical Schedules on M2.1 and M2.2 including all notes and referencing the accessories schedule. Refer to general notes on M1.1 and details on M1.2, M1.3, M2.1, M2.2 for complete general, product and execution requirements.
 - a. Exhaust Fans
 - b. Diffusers and Grilles.
 - c. Outside Air Unit with single wall and wrap with insulation.
9. Furnish all mechanical roof curbs and Mechanical Roof Stands. Provide signed and sealed shop drawings and Miami Dade NOA. Roof flashing and structural reinforcement by others. Curbs and stands to be furnished to steel contractor at time of roof reinforcing steel and to be installed by others.
10. Units will be started up by Intercoastal Air, LLC.
11. Provide Signed and Sealed **3rd Party** Test and Balance Report for Mechanical Final Inspection.
12. Provide all requirements and qualifications to pull mechanical permits. Provide receipt of payment to be expensed by Owner.
13. Furnish and install all material and labor for controls shown in drawings.

14. Furnish and install all of the following where shown on mechanical floor and roof plans: All ductwork, damper types, electric duct heater, ceiling diffusers, return registers/grilles, exhaust registers/grilles, sidewall grills, linear diffusers, door grilles, duct detectors, condensate pipe, CHWS/CHWR/CWS/CWR and valves associated, thermostats and non-adjustable temperature sensors.
15. Install Duct Smoke Detectors. Mounting of duct smoke detector and access door in duct to be provided in this scope of work. ~~Duct smoke detectors to be furnished by fire alarm contractor.~~ All wiring, terminations and commissioning of the devices by others.
16. Furnish all drywall access panels for mechanical equipment, to be installed by others.
17. Removal and disposal of any existing mechanical units and duct including existing roof top unit and existing duct work in high ceiling.

Ray Florida Roofing, LLC

2180 Nova Village Drive, Davie, FL 33317 |

Phone: 754.246.3100 | 561.255.0134 | rayfloridaroofting@ymail.com

RC29027483

FLAT ROOF:

1. Remove roof material down to gypsum deck.
2. Repair damage deck with gypsum board to keep the same look underneath, 3/4 plywood from truss to truss and insulation to raise to the same level. Six sheets of plywood free of charge, then additional \$200.00 per sheet if needed.
3. Install #43 base over the gypsum per Florida Building Code.
4. Install crickets from tapered insulation to obtain proper drainage with hot asphalt.
5. Install smoot modified base 20 in hot asphalt.
6. Install granulated modified in hot asphalt.
7. Install flashing modified over the walls and copping on the south side of the building. No copping required on front, East side of the building.

THE ROOFING WILL INCLUDE THE FOLLOWING WARRANTY:

- A. 20 YEARS MANUFACTURE WARRANTY ON THE SLOPED ROOF
- B. 12 YEARS MANUFACTURE WARRANTY ON THE FLAT ROOF
- C. 12 YEAR WORKMANSHIP WARRANTY ON BOTH SLOPED AND FLAT WITH REQUIRED MAINTENANCE. EVERY FOUR YEAR WE WILL INSPECT THE ROOF AND PROVIDE ANY MAINTENANCE IF NEEDED AT NO CHARGE. IF THE ROOF HAS OTHER ISSUES DUE TO OTHER TRADES WORKING ON THE ROOF OR ACTS OF GOD, WE WILL PRESENT TO THE OWNER AND WILL BE A CHARGE TO ADDRESS THEM.

Time for completion of the job – 4 weeks (weather permitted).

COST: \$87,800.00

PAYMENT TERMS:

10% upon signing:	\$8,780.00
40% upon start	\$35,120.00
40% upon shingle load:	\$35,120.00
10% upon completion:	\$8,780.00

*Owner may pay with credit card and all credit card fees will be waved.

*Owner will pay for permit cost.

Ray Florida Roofing, LLC

2180 Nova Village Drive, Davie, FL 33317 |

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RC29027405

March 5th, 2020

441 NE 3RD Avenue, Fort Lauderdale, FL

Ray Florida Roofing Rep:

Mitch Tuduce 5612550134

Ray Burla 7542463100

SLOPE SHINGLE AND FLAT MODIFIED BUILD UP ROOF CONTRACT

1. Ray Florida Roofing to tear off existing slope roof down to clean, workable wood deck and replace any rotted wood according to requirements of Florida Building Code. Plywood 5/8 is included in the stated total price.
2. Ray Florida Roofing to re-nail entire wood slope deck as necessary to meet current Florida Building Code requirements.
3. Ray Florida Roofing to install ONE layer of # 30 felt over entire slope roof area, as per Florida Building Code requirements.
4. Ray Florida Roofing to install 16" valley metal at all areas necessary as per Florida Building Code requirements.
5. Ray Florida Roofing to install 3x3 26gg galvanized metal drip around complete perimeter of slope roof area and prime for proper adhesion as per Florida Building Code requirements.
Galvanized _____ Brown _____ White _____
6. Ray Florida Roofing to install as necessary new lead flashings at plumbing stacks and slope vents. Note: If wall flashing needs to be removed due to rust, no additional cost will be charged.
7. Ray Florida Roofing to install DIMENSIONAL shingle. Standard colors and local deliveries included. Premium colors and shipping extra, if required owner to be notified in writing before. Manufacture GAF Timberline HD Shingles, color slate.
8. Ray Florida Roofing to remove all job-related roofing debris from premises.

Ray Florida Roofing, LLC

2180 Nova Village Drive, Davie, FL 33317 |

Phone: 754.246.3100 | 561.255.0134 | rayfloridaroofting@ymail.com

RC29027465

Note: Any requirements imposed by building department over and above contract will be additional charge.

Gutters, screens, solar heating, air conditioning units, gas vents, etc. must be removed and/or installed by others at owner's expense.

Ray Florida Roofing shall not be liable for, without limitation, damage to driveways, sidewalks, lawns, sprinkler systems, gardens, septic systems and drain fields or any other structures as a result of rooftop or on the job deliveries.

Ray Florida Roofing assumes no responsibility for damage caused by an act of God or any act beyond our control. We are fully licensed and insured. This contract is not valid or binding until approved and accepted by an officer of the corporation.

Approved By: 

(Owner/Agent) Date: March 5, 2020

Print Name

Itay Avital, Manager

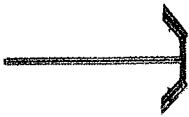
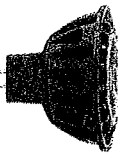
Accepted By: 

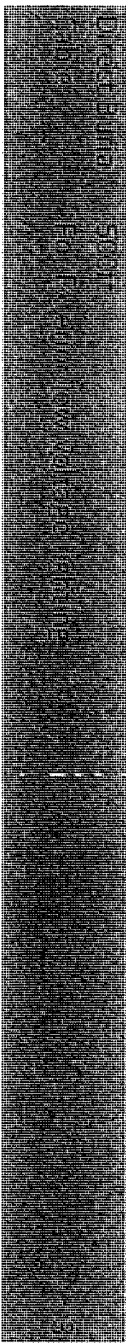
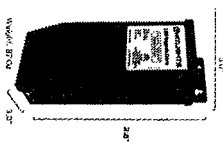
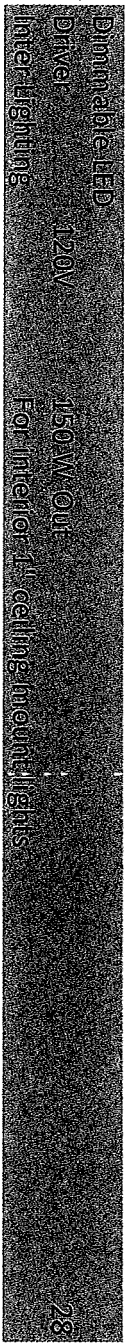
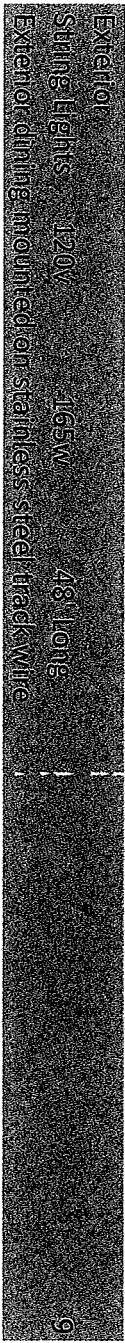
(Ray Florida Roofing Representative) Date: 03/3/2020

Church Lighting

Model	Input	Watt	Size	Quantity	Overage	Quantity	Total
 Custom 2700k	12V For interior		1 1"	112		20	132
	ordered direct						
 Custom 2700k	12V For interior		1 1"	126		20	146
 Aura 2X2 3500k	120V For kitchen / BOH		40 2'X2'	12		1	13
 Nico 2700k / white	120V For interior		9 3"	38		4	44
 Nico 2700k / black	120V For interior		9 3"	10		2	12
 Nico 2700k	120V For interior		9 3"	10		2	12
 TTT	120V For interior		9 3"	10		2	12

\$22,800

	Model	Input	Watt	Size	Quantity	Overage	Quantity	Total
volt		Twin MR16 12V bulb fixture For exterior spot lighting	12V		1			10
volt		Step Light Buy G4 Amber light	12V		4	14	2	16
volt		Amber Bulb MR16 For path and other exterior lights	12V		4			50
volt		Amber Bulb G4 Bi-pin For step lights	12V		4			20
volt		Up/Dn Sconce Either 2/00 or Amber MR16	12V		4			6
volt		MR16 bulb Either 2/00 or Amber MR16	12V		4			10
volt		600 Watt 12V Transformer For exterior lighting	120V in 600W out					5

Model	Input	Watt	Size	Quantity	Overage Quantity	Total
 volt amazon						
	Dimmable LED Driver Inter-lighting 120V 150W Out For interior 4" ceiling mount lights					
 amazon volt						
	Washlight Exterior 12V 4 For exterior Southside plant wash					
 amazon volt						
	Exterior Spring Lights 120V 165W 48" long Exterior dining mounted on stainless steel track wire					
 amazon orderer other N/A						
	RH Graham Sconce Exterior 120V 40w For exterior wall					



Flush-Mount
Up/Right.com 12V
7W
Stage

13



Journal of Interpersonal Violence

100

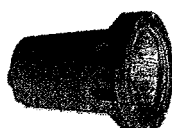
amazon



Extensor Uplight
9 degree 950 lumen
120 V 18.5 W 2700 K

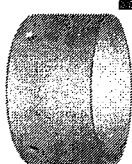
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hinkley



Concrete Pour Kit
Line Voltage Pour Kit

23

hinkley

**Void Acoustics Research Limited**

Unit 15 Dawkins Road Ind. Est.
Poole
Dorset
BH15 4JY
United Kingdom

VAT Number - GB 112 8047 46

Bill-to Address
The Procurer LLC.
1517 NE 16th Ave

Fort Lauderdale FL 33304
US

Original**SALES QUOTATION**

Document Number Document Date Page
11358 **01/05/2020** **1/2**

Customer No. VAT Number - Business Partner
C1418

Your Reference
Church v5

Your Contact
RH
+1 519 573 1050
rob@voidacoustics.com

Delivery Address

Currency: **USD**

Description	Item Code	Option	Quantity	Price	Total
001 Main Dance Floor System					
002 Air Array - Custom	IT1574		2	11,450.45	22,900.90
003 Air Array to be supplied in Black finish					
004 Air Array Ground Stack Bracket Metalwork	IT1077		2	1,264.45	2,528.90
005 Hyperfold - Black	IT1580		4	4,723.95	18,895.80
006 Incubus Sub - Black	IT1581		4	6,082.45	24,329.80
007 Bias Q5	IT1915		8	4,399.45	35,195.60
008 Air Motion - Red - Left	IT1008		1	4,349.28	4,349.28
009 Air Motion - Red - Right	IT1009		1	4,349.28	4,349.28
010 Venu 115 V2 - Black	IT2753		2	1,014.28	2,028.55
011 Bias Q2	IT1917		2	2,754.28	5,508.55
012					120,086.66

Carry Over: **120,086.66**

GBP Payments

Natwest Bank Account No.11216131
Sort 52-10-20
IBAN GB32NWBK52102011216131
SWIFT NWBKGB2L

Euro Payments

HSBC Account No. 73159663
Sort 40-12-76
IBAN GB64HBUK40127673159663
SWIFT HBUKGB4B

USD Payments

HSBC Account No. 76407103
Sort 40-12-76
IBAN GB06HBUK40127676407103
SWIFT HBUKGB4B

Original

SALES QUOTATION

Document Number
11358Document Date
01/05/2020Page
2/2

Currency: USD

Carry Over: 120,086.66

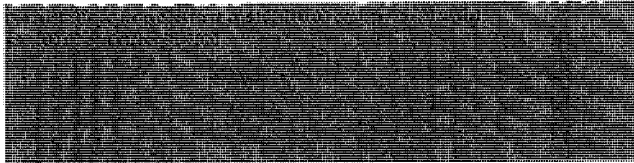
Description	Item Code	Option	Quantity	Price	Total
013 DJ Monitor Package					
014 Air Vantage - White - White HF	IT1022		2	3,660.53	7,321.05
015 Venu 215 V2 - Black	IT2755		2	1,521.78	3,043.55
016 Bias Q2	IT1917		1	2,754.28	2,754.28
017					13,118.88
018 VIP Balcony					
019 Air Motion - Red - Left	IT1008		1	4,349.28	4,349.28
020 Air Motion - Red - Right	IT1009		1	4,349.28	4,349.28
021 Stasys 118 - Black	IT1595		2	1,449.28	2,898.55
022 Bias Q2	IT1917		2	3,799.00	7,598.00
023					19,195.11

Quotation Valid Until: 30/06/20

Payment Term:

- Cash Basic -

Please be aware that freight cost are estimated and may vary when invoiced



Quotation Subtotal: USD 152,400.65

Discount Subtotal: 14.70% USD 22,400.65

Total Before Tax: USD 130,000.00

Total Tax Amount: USD 0.00

Total Amount: USD 130,000.00

GBP Payments

Natwest Bank Account No.11216131
Sort 52-10-20
IBAN GB32NWBK52102011216131
SWIFT NWBKGB2L

Euro Payments

HSBC Account No. 73159663
Sort 40-12-76
IBAN GB64HBUK40127673159663
SWIFT HBUKGB4B

USD Payments

HSBC Account No. 76407103
Sort 40-12-76
IBAN GB06HBUK40127676407103
SWIFT HBUKGB4B

Concepts In Cleaning, Inc.

6511 N.W. 41 Terrace

Coconut Creek, FL 33073-2057

Tel (954) 972-4646 Fax (954) 428-6303

PROPOSAL

DATE	ESTIMATE NO.
11/21/2019	8128

NAME / ADDRESS
Taho Investments 441 NE 3rd Ave Fort Lauderdale, FL 33301

JOB LOCATION

DESCRIPTION	MAINT SERVICE COSTS	QUOTED COSTS
DATE TO PERFORM SERVICE: OPEN Broward County License For Restoration And Installation of terrazzo flooring. License Number CC # 17-T-18656-X Broward Work Location: 441 NE 3rd Ave Fort Lauderdale, FL 33301 Terrazzo Restoration: All areas of the first and second floors will be restored except the kitchen areas and the 1st floor bathrooms. 745lbs Lavina Machine with counter spinning heads. Procedure: 1. Tape plastic on the walls and wood work. 2. Grind with 30 and 70 grit metal honing discs using a 500/745lbs Lavina grinding machine with counter spinning heads. 3. Hand grind the edges and the corners. 4. Continue grinding with 50 grit metal/resin diamonds. 5. Apply penetrating sealer.		26,446.00

TOTAL

SIGNATURE/DATE

Concepts In Cleaning, Inc.

6511 N.W. 41 Terrace

Coconut Creek, FL 33073-2057

Tel (954) 972-4646 Fax (954) 428-6303

PROPOSAL

DATE	ESTIMATE NO.
11/21/2019	8128

NAME / ADDRESS
Taho Investments 441 NE 3rd Ave Fort Lauderdale, FL 33301

JOB LOCATION

DESCRIPTION	MAINT SERVICE COSTS	QUOTED COSTS
Concrete Service: Stair case leading to the second floor on the South East side of the building. 1. Grind off the coating using a cup wheel metal honing disc. 2. Grind the tops and faces of the steps. Grind the sides of the stair case at the first floor level. 3. Apply penetrating sealer for stain protection. Hole Repair: 1. Price: \$3.50 per quarter size hole. Once the holes are counted a price will be given. 2. All holes will be drilled out and cleaned. 3. The repairs will be done with resin or Portland cement tinted to match the background color of the existing terrazzo. 4. Matching marble chips will be mixed into the base and applied into the cored out hole. Stone Color & Size: 1. Georgia White 1, 2. 2. New Royal Green 1, 2. 3. Italian Yellow Verona 1, 2. 4. Italian Red Verona 1, 2.		2,400.00

TOTAL

SIGNATURE/DATE

Concepts In Cleaning, Inc.

6511 N.W. 41 Terrace

Coconut Creek, FL 33073-2057

Tel (954) 972-4646 Fax (954) 428-6303

PROPOSAL

DATE	ESTIMATE NO.
11/21/2019	8128

NAME / ADDRESS
Taho Investments 441 NE 3rd Ave Fort Lauderdale, FL 33301

JOB LOCATION

DESCRIPTION	MAINT SERVICE COSTS	QUOTED COSTS
Crack Repair: 1. Price Structure: a. \$6.00 per linear foot to straight fill no marble chips. b. \$12.00 per linear foot if marble chips are installed into the crack. 2. Cracks will be cleaned out and refilled with a polyester resin or Portland cement and tinted to match the background of the existing terrazzo. NOTE: 1. We cannot guarantee that the staining will be removed from the terrazzo after the grinding is completed. _____. 2. THIS IS A DUSTY PROCESS!!! _____. 3. The baseboards may need to be touched up with paint since we are going to hand grind the edges in order to polish them. 4. There will be a light haze on the floor after grinding but this will come off after several moppings guaranteed. We will supply one liter of terrazzo cleaner/conditioner at no charge. _____. 5. Payment Schedule for terrazzo restoration. a. First payment due day of starting process. \$14,000.00 b. Second payment of \$10,000.00 due when the grinding is completed up to 70 grit metal honing discs, plus the cost of hole repair and crack repair. c. Balance due of \$4,846.00 when the work is completed. Non Taxable Sale		0.00

By signing and returning a copy of this proposal, I (we) acknowledge acceptance of the terms of this proposal and the incorporated specifications and any included addendum pages.

TOTAL

\$28,846.00

SIGNATURE/DATE _____



Florida Lifts LLC
P.O. Box 740708
Boynton Beach, FL. 33474-0708

Ph: 561-353-5438
Fax: 561-244-7580
info@floridalifts.com

PURCHASE CONTRACT

This contract dated as of 3/27/2020 FLA20- is entered into between Florida Lifts LLC, a Florida Limited Liability Company of 1718 Corporate Drive, Boynton Beach, FL 33426 (hereinafter known as "Elevator Contractor"), and **Urbn Flagler, LLC** whose principal address is **1111 Park Centre Blvd Suite 402 Miami Gardens, FL 33169** (hereinafter known as "Customer"), and shall become effective when signed by both parties and upon receipt of the first payment by Elevator Contractor. This quote is good for a period of 90 days.

Work to be sold:

Elevator Contractor agrees to provide and install one vertical platform lift (the "Work") per the scope of work and specifications attached hereto as Exhibit A. Lift to be installed in shaft provided by others.

1. Purchase Price and Payment Terms:

The Customer shall pay to Elevator Contractor for the Work specified in paragraph one of this contract the sum of **Twenty-Five Thousand Five Hundred Dollars (\$25,500.00)**, plus the cost of any Customer Selected Options, the "Purchase Price", in accordance with the following schedule:

- **\$15,300.00**, Plus the cost of any Customer Selected Options, ("First Payment") shall be due upon contract signing. The first payment shall be considered a non-refundable deposit which shall become the property of Elevator Contractor should this contract be cancelled by the Customer at any time or should the Customer be in default of this Contract, and, if the Elevator Contractor's reasonable and fully documented costs and expenses incurred in connection with this Contract exceed the non-refundable deposit amount, the Customer agrees to reimburse the Elevator Contractor for the excess.
- **\$7,700.00**, payment ("Second Payment") of the Purchase Price shall be due upon delivery of the Work to the Customer's job location and prior to the commencement of installation.
- **\$2,500.00**, payment ("Third Payment") of the Purchase Price shall be paid to Elevator Contractor when the installations of the Work are substantially complete and prior to turnover to customer.

Customer agrees to permit Elevator Contractor to commence installation within one week of Elevator Contractor's receipt of equipment from the factory. If the installation is delayed, halted or interrupted for any other reason beyond the control of Elevator Contractor, (including but not limited to Customer not having permanent power at the installation site) the balance due, less the sum of one thousand dollars, is to be paid to Elevator Contractor at that time. The balance of one thousand dollars shall be paid by Customer to Elevator Contractor within 10 days of completion of installation. In the event the Customer fails to; (a) submit approved drawings for production of the Equipment (b) permit the Elevator Contractor to commence installation following receipt of equipment, (c) fails to or ensure work by others is completed in a timely manner to enable the Elevator Contractor to complete its work, (d) fails to make any payment when due, the Elevator Contractor shall be permitted to cease work and cancel the contract without further obligation or penalty.

3/27/2020

Page 1 of 6

Elevator Contractor Initial _____

Customer Initial JA

PURCHASE CONTRACT

FLA20-

All payments are to be made payable to Florida Lifts LLC and sent to:

Florida Lifts LLC
P.O. Box 740708
Boynton Beach, FL. 33704-0708

Customer agrees to pay late fees at a rate of 1% per month on all amounts past due.

2. **Changes:**

All changes to the Work, or to the Scope of Work shown in Exhibit A, must be agreed to in writing by the Elevator Contractor and Customer in order to be binding and an agreed upon Purchase Price adjustment made as applicable. Payment for any change order shall be invoiced and due upon approval of the Change.

3. **Customer Default:**

Customer acknowledges that this equipment is custom made for this particular installation. If Customer fails or refuses to make payment of the amount due at any time, Customer shall be deemed to be in default of this contract. Elevator Contractor shall be entitled to all remedies provided under the laws of the state of Florida through its adaptation of the Uniform Commercial Code, or otherwise, including but not limited to specific performance.

In the event it becomes necessary for Elevator Contractor to retain legal counsel, or undertake litigation, or to otherwise protect Elevator Contractor's rights under this contract, or to defend Elevator Contractor against claims which are Customer's responsibility, Customer shall pay reasonable attorney's fees and related costs whether or not such litigation proceeds to final judgment.

4. **Risk of Loss and Title to Work:**

Elevator Contractor shall bear all risk of loss and damage to the Work due to fire, windstorm, accident, theft vandalism etc., prior to the delivery of Work to the Customer's job site. Customer shall bear all risk of loss and damage to the Work thereafter.

5. **Delay in Delivery:**

It is intended that delivery and installation take place within eight to ten weeks after the date approval of shop drawings and placement of order with the factory following receipt of the Deposit. Since the lift is custom made, a backlog at the factory, among other factors including but not limited to permits, inspections, site conditions, and weather, may cause delays in completion the Elevator Contractor assumes no responsibility for delays nor for failure to deliver Work to Customer on a particular date.

6. **Applicable Law:**

This contract shall be governed in accordance with the laws of the State of Florida

3/27/2020

Page 2 of 6

Elevator Contractor Initial _____

Customer Initial JA

PURCHASE CONTRACT

FLA20-

7. Assignment:

This contract shall be freely assignable by the Elevator Contractor.

8. Manufacturer's Warranty

The Goods include the manufacturer's standard limited parts warranty to replace defective parts covered under such warranty exclusive of labor. Labor is warranted by the Elevator Contractor for 90 days following installation. The manufacturer's parts warranty may require that the Goods be maintained throughout the warranty period by an authorized manufacturer's representative under a separate maintenance contract. Any warranty is conditioned on written notice to the Elevator Contractor within warranty period and contingent upon receipt of final payment to Elevator Contractor.

9. Permitting

Elevator Contractor will use its customary and normal efforts to obtain the required State of Florida Elevator Installation Permit and approvals as required by Chapter 399 of Florida Statutes for the Elevator Company Scope of Work shown in Exhibit A but in no way shall be liable for delays or denial of such permits or for the permits required for Work by Others.

Elevator Contractor

Florida Lifts LLC

By _____

Date _____

Customer

URBN Flagler, LLC

By _____

Itay Avital, Manager

Date 3/27/2020

3/27/2020

Page 3 of 6

Elevator Contractor Initial _____

Customer Initial JA

PURCHASE CONTRACT

FLA20-

Exhibit A

Elevator Company Scope of Work

The Elevator Contractor hereby agrees to provide all labor and material as necessary to install one new and fully operational vertical platform lift at the following job location:

Job Name: **Urbn Flagler**
441 & 421 NE 3RD AVE
FT LAUDERDALE, FL 33301

Contact: **Adriana Gonzalez**
Phone: **305-792-0015 Ext 2230**
E-Mail: **agonzalez@absolute-idea.com**

The vertical platform lift specifications are as follows:

1. Type: Savaria V-1504 STD not to exceed **132"** vertical travel installed in shaft by others
2. Project Type: **Commercial**
3. Power Supply: 110/115 VAC 60 hz up direction; 12VDC down direction
4. Battery Backup: Included in down direction
5. Number of Stops: 2-Stop
6. Outdoor Options: No
7. Pit Required: 3"
8. Floor to Floor Travel: **132"**
9. Ramp: None
10. Underpan Sensor: n/a
11. Cab Type Selection and Hanging: Type **IL** (on/off **same sides**)
12. Landing Door Locations/Swing: Lower Level : **RH**; Upper Level **RH**
13. Cab Size: Standard Size 36" x 54"
14. Car Station: Keyless
15. Lower Landing Entrance: **80" Fire Rated Pro Door with Automatic Door Operator** (Required by ADA Code)
16. Upper Landing Entrance: **80" Fire Rated Pro Door with Automatic Door Operator** (Required by ADA Code)
17. Hall Call Stations: 2 ea. Keyless – Call/Send
 - a. Bottom Landing: **flush mounted in frame**
 - b. Upper Landing: **flush mounted in frame**
18. Telephone: Optional (may be required by local jurisdiction)
19. Color: **Savaria Optional Color; Selection:** _____
20. Touch up Paint: Yes
21. Misc: **Luxury COP and Hall Calls**

PURCHASE CONTRACT

FLA20-

Customer Selected Options:

- | | |
|---|---------------------------------------|
| 1) Hands-Free ADA Phone
<i>Customer to provide live analog line to lift location prior to installation</i> | \$300.00
Customer Initials _____ |
| 2) Upgrade to Semi-Gloss Powder Coat Finish; Selection: _____
<i>Price includes deduct from optional powder coat upgrade</i> | \$400.00
Customer Initials _____ |
| 3) Upgrade to Premium Powder Coat Finish; Selection: _____
<i>Price includes deduct from optional powder coat upgrade</i> | \$1,900.00
Customer Initials _____ |

customer might upgrade the color at the
end of finalizing the shop drawings. JA

(Inquire for more options)

Customer Selected Options to be Included in First Payment

In the event of a conflict between the approved drawings and these specifications, the approved drawings shall take precedence.

PURCHASE CONTRACT

FLA20-

Work by Others:

Provision of at Slab, Pit and Landings:

Provide a **legal, level, cement slab** at the lowest landing to accommodate placement of the Lift and enclosure in accordance with any and all approved drawings, site plans, setbacks, building codes and regulations. Prior to installation of slab, review approval drawings and slab location to ensure Lift and enclosure will fit under any roof overhang or other obstruction. If obstruction exists do not proceed and notify Elevator Contractor immediately

If a pit is shown on the approval drawings then **the pit must be level, square and in strict accordance with the drawings** to accommodate placement of the Lift and enclosure within the pit. The edge(s) of the pit must align with all upper landings to ensure the Lift will sit flush against each landing.

All landings must be level and clear to permit all doors to open fully 90 degrees as shown on the approval drawings without obstruction. All landing openings must be of sufficient height to accommodate the enclosure doors and any required door operators. All finish work at landing areas including but not limited to repair of upper railings, screen enclosures, patching and painting of areas outside the Lift, is to be done by others.

Hoistway:

Construction of hoistway and pit in accordance with National US/ASME applicable code, all state and local codes. Due to close running clearances, Customer must ensure hoistway and pit are plumb, level and square and is in accordance with dimensions on specified in the shop drawings including pit depth and the minimum overhead clearance. Structural engineer to ensure that building and shaft will support all loads imposed by the lift equipment

Removal, Relocation or Repair of Landscaping, Utilities or Sprinklers:

All removal, relocation, repair or installation of landscaping, pavers, walkways, utilities, sprinklers or drainage is excluded and is to be done by others.

Electrical and Telephone:

Provide electrical disconnect as shown on approved drawings at a location approved by the Elevator Contractor and in accordance with any local building requirements. If a phone is shown on the approved drawings then provision of a working analog phone line to the lift at the time of installation or inspection is the responsibility of the Customer. If a phone is not shown on the drawings but is subsequently requested or required by the Customer, or any regulatory authority, then provision of the phone and the analog phone line are the responsibility of the Customer.

Additional:

Cut out upper and lower landings for lift installation. Finish work at landings once lift and doors have been installed, as required. If any remote call stations are required, customer is to provide any openings, conduit, and or posts that may be required to install remote call stations. Provide support to upper landing gate if applicable.

Customer Requested Installation Date: _____

3/27/2020

Page 6 of 6

Elevator Contractor Initial _____

Customer Initial JA

**REVISED CONTRACT #2
SILVER BOLT FIRE PROTECTION INC.**

6206 Navajo Terrace, Margate FL 33063

Phone (954) 588-7044

Email: silverfireprotection@gmail.com

To: Itay Avital

Contact: Itay Avital Phone: 954 600-0633

Email: itay@tahoinv.com

RE: Fire Sprinkler System

Project Name:

Church/ School

411 NE. 3rd Avenue Fort Lauderdale FL 33305

(1). SCOPE OF WORK: Date. 01/21/20

Seller proposes to install a new fire sprinkler system, in the interior, and Exterior and that includes all sprinkler head, Underground Fire Main, Back-flow Devices, Riser with all Devices Tamper Switch, Tamper Valve, Main, Branch-line with all fittings, Digging,, and back-fill to point of connection owner will provide the Fire tap and bring the line in to property line, that will be the point of connection. This proposal is based upon the space being constructed in accordance with the plans and specifications will be prepared by Silver Bolt Fire Protection to meet the requirement of NFPA and Local Code.

(2). FIRE SPRINKLERS:

Area exposed construction shall be protected with white upright heads on exposed piping. Area with finished ceilings shall be protected with semi-recessed type heads with cover of white plates.

Total Amount for Interior work \$40,000.00) Total Amount for the Exterior: \$9,015.00: Fire Flow Test \$985.00

(4). Items Included:

Tools, labor, materials, shop drawing, install a new fire sprinkler system exterior and interior and that include all sprinkler heads to be Semi-Recessd White type or chrome type of Heads, and Royal Flush type main pipes and Branch-line, underground piping Back-flow Devices, Riser, Digging and Backfill, in the interior to point of connection.

(5). ITEMS NOT INCLUDED:

Permit fees, tapping into city water main, replacing ceiling tiles, Coredrilling, or clean sand if required by Fire Inspector

(7). LABOR:

All work shall be performed by skilled sprinkler fitters without union affiliation during normal business hours and days.

(8). BASE BID:

Seller proposes to furnish material and labor for the interior in accordance with the above-described scope for the sum of Fifty Seven Thousand Eight Hundred Seventy Dollars \$50,000.00

(9). A payment of 30% will be required another to start shop drawing for permit expediting and balance shall be submitted upon job progress:

(10). If should elect to accept this proposal, please sign below and email: silverfireprotection@gmail.com

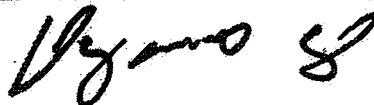
Thank you for the opportunity

(11). 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 the Buyer has retained a copy of this proposal and the General Terms and Conditions.

Accepted this 21 day of January 2020

Quotation Approved by Print name _____ Signature _____

Quotation submitted by: Sylvio Presendieu

 1-21-20

Quotation Approved by: _____

Buyer Initials _____

Seller Initials S.P. _____

**Gale Insulation**

Lic# CGC-1512179

14501 NW 57th Avenue, Unit 109 Miami Gardens, FL 33054-2375

Tel: (305) 625-8397, Fax: (305) 620-9107

WORK AGREEMENT

TO: URBN FLAG	RE: 441 NE 3RD AVE - FORT LAUDERDALE	
Address: 1111 PARK CENTRE BLVD - SUITE 402, MIAMI GARDENS, FL, 33169	Address: 441 NE 3RD AVE FORT LAUDERDALE, BROWARD, FL, 33301	
Attn:	Date: 06/18/2020	Expiration Date: 09/16/2020
Tel: (954) 553-8398	Estimator: Switzer, Travis W	
Fax:	Quote #: 76061222	Version: 7 of 7
	Division #: 010 - MIAMI GARDENS FL, GI	

Subject to the terms and conditions stated in this agreement, Contractor is willing to furnish to you all material and labor required for the Scope of Work described below:

Scope of Work (the "Work") to be performed:

Draft stop, fire block, fire stop (UBC 708.2.1 et seq., formerly 2516(f), or locally adopted equivalent), and fire rated caulking are not included within Contractor's Work unless specifically listed below.

Plan #: NA / NA**Trade:** INSULATION

Work Area	Product	Notes
CEILING AREA VAULTED	NOM. 10.25" OPEN CELL FOAM R-38 ENERTITE G	R-38 OPEN CELL SPRAY FOAM INSULATION APPLIED TO THE CHAPEL CEILING DECK ONLY.
EXTERIOR MASONRY WALLS	FOAM SET-CORE FOAM MASONRY INSULATION 8"	R-9 CORE FILL INJECTED INTO EXTERIOR MASONRY WALLS AROUND PERIMETER. THIS EXCLUDES MAJORITY OF THE SOUTH EXTERIOR WALL.

Base Price: \$13,250.00**Additional Information:** SCISSOR LIFTS WILL BE PROVIDED BY URBN FLAG FOR BOTH CORE FILL AND OPEN CELL SPRAY FOAM INSTALLATIONS.

NOTE: This agreement consists of multiple pages. If you do not receive the number of pages noted below, please contact Contractor directly at the telephone number stated above.

TERMS OF PAYMENT: Payment in full due as stated on invoice regardless of any payment arrangements you have with third parties.

ACCEPTANCE: Contractor may change and/or withdraw this agreement if Contractor does not receive your signed acceptance within 10 business days after the Date stated above.

PRICING: The prices stated in the Scope of Work above will remain firm for 90 days after the Date stated above. If performance of this agreement extends beyond this 90 day period, you agree to pay Contractor's then current pricing ("Price") for any Work performed after that 90 day period. The Prices are based only on the terms and conditions expressly stated in this agreement. The Prices exclude any and all terms and conditions not expressly stated herein, including, without limitation, any obligation by Contractor to name you or any third-party as an additional insured on its insurance policy; to provide per project aggregate insurance coverage for the Work; to participate in any owner controlled, wrap, or similar insurance program; to indemnify or defend you or any third-party from any claims, actions and/or lawsuits of any kind or nature whatsoever except to the limited extent state in Section 18 of this agreement. Any terms or conditions required by you by contract or otherwise in addition to or inconsistent with those expressly stated in this agreement will result in additional charges and/or higher Prices. Any additional work performed is subject to Contractor's then current pricing (unless Contractor otherwise agrees in writing) and to this agreement.

CUSTOMER:

By: [Signature] **Manager**
SIGNATURE TITLE

Company Name URBN Flagler, LLC**CONTRACTOR:**

By: _____
SIGNATURE TITLE

Date: _____

THE INFORMATION CONTAINED IN THIS AGREEMENT IS CONFIDENTIAL. NEITHER THIS AGREEMENT NOR ITS TERMS MAY BE DISCLOSED TO THIRD PARTIES.

**Gale Insulation**

Lic# CGC-1512179

14501 NW 57th Avenue, Unit 109 Miami Gardens, FL 33054-2375

Tel: (305) 625-8397, Fax: (305) 620-9107

ADDENDUM

TO: URBAN FLAG		RE: 441 NE 3RD AVE - FORT LAUDERDALE	
Address: 1111 PARK CENTRE BLVD - SUITE 402, MIAMI GARDENS, FL, 33169		Address: 441 NE 3RD AVE FORT LAUDERDALE, BROWARD, FL, 33301	
Attn:		Date: 06/18/2020	Expiration Date: 09/16/2020
Tel: (954) 553-8398		Estimator: Switzer, Travis W	
Fax:		Quote #: 76061222	Version 7 of 7
		Division #: 010 - MIAMI GARDENS FL, GI	

Gale Insulation ("Contractor") and Customer each agree to amend the agreement ("Agreement") for the Project specified above as follows:

1. Customer has contracted with Contractor for the installation of spray polyurethane foam in accordance with the scope of work ("Work") specifically set forth in the Agreement. This Addendum modifies the terms of the Agreement and its exhibits and addenda. If any of the terms and conditions of this Addendum should conflict with any terms and conditions of the Agreement this Addendum shall control. These modifications are mutually agreed to by the parties and are supported by legal consideration. Customer's acceptance shall be evidenced by permitting Contractor to perform the Work.
2. Contractor agrees to incorporate by reference the scope of work and terms and conditions as set forth in Contractor's Proposal, dated **Jun 18, 2020**, including all exclusions contained therein.
3. In performing work, Subcontractor is not inspecting or assessing, and undertakes no responsibility to inspect or assess, the Project site (or any component or system thereof) for any purpose other than to perform the Work. The rights and obligations between Contractor and Customer concerning Work performed by Contractor shall be as expressly stated in the Proposal.
4. Customer acknowledges that the spray polyurethane products and the installation specifications selected by the Customer and described in the Work are subject to building codes and evaluation reports which contain express requirements and/or recommendations which are outside the Work unless expressly enumerated in the Proposal. Such requirements and/or recommendations may include, but are not necessarily limited to: installing a specified attic hatch; limiting entry to the attic or crawl space only for service of utilities and not permitting storage in the attic or crawl space; ensuring that (a) there are no interconnected attic, crawl space or basement areas, (b) the air in the attic or crawl space is not circulated to other parts of the building, (c) combustion air and attic ventilation is provided when required, (d) the attic assembly has been properly constructed and (e) a code official has provided the required inspections.
5. The Contractor bears no responsibility for the failure of the Customer, developer, builder, owner or subsequent owner, to use and maintain the attic space in strict accordance with the applicable building codes and evaluation reports.
6. Building codes may require, and evaluation reports may specify, a thermal barrier or ignition barrier be applied to the spray foam applied insulation. A thermal barrier or ignition barrier is not included within the Work unless specifically listed in the Proposal.

CUSTOMER:

By: _____

Date: 6/29/2020

CONTRACTOR:

By: _____

Date: _____

MAX'S MOBILE WELDING & STEEL FABRICATORS

2305 SW 57th Way, West Park, FL 33023

Phone: 954.983.1080 or 954.394.1846 maxattack61@aol.com

NAME: <u>Talo Investment</u>		REFERRED BY:	
STREET:		NAME:	
CITY:	STATE:	STREET:	
ZIP:		CITY:	STATE:
PHONE:	DATE: <u>6-10-20</u>	ZIP:	PHONE:

To Supply and install The following

2 sets of WB 21x50 Beam

6-4x4x $\frac{3}{8}$ Sq. Columns

13- Sheets of Composit decking

2- 5x3 $\frac{1}{2}$ x $\frac{1}{4}$ angle 40'

2- 6x6x $\frac{5}{16}$ angle 40'

1000' of 1 $\frac{1}{2}$ x1 $\frac{1}{2}$ x $\frac{3}{16}$ Angle

582' of 5x9 Channel

Fabrication, welding and installation

To be done according To Engineer
drawings etc

Total Cost include materials, equipments
and labor

The customer hereinafter called Buyer & the contractor hereinafter called Seller, agrees as follows:

1. Price \$ 60,000 Buyer agrees to pay \$ _____ as down payment and \$ _____ cash upon installation.

2. BUYER'S RIGHT TO CANCEL: This is a home solicitation sales, and if you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. This notice must indicate that you do not want the goods and services and must be postmarked before midnight of the third business day after you sign this agreement. Notice must be sent certified mail. If you cancel this agreement, the seller may keep any down payment, not to exceed the lesser of the five (5%) percent of the cash price or \$50.00.

3. Should the Buyer refuse to permit the Seller to proceed with the above work after 3 (three) day right of recession period before or at any stage of the construction the Buyer agrees to pay the Seller as liquidated and agreed damages, and not as a penalty, an amount equal to 10% of the contract price. In addition to cost incurred by the Seller in and above the execution or preparation to perform this agreement, provided however that the total of such damages shall not exceed the entire agreed price.

4. In the event counsel is retained by Seller to enforce any provision of this agreement, Seller shall be entitled to recover reasonable attorney's fees and costs.

5. All material used for fabrication of Buyers orders remains the property of the Seller, until paid in full. All work is custom made unless otherwise indicated. A 50% deposit or more is customary when placing cash on installation orders. Any particulars not specified in contract by Buyer is left to the Seller's discretion.

CUSTOMER SIGNATURE _____

C. Maxwell
SELLER SIGNATURE

MAX'S MOBILE WELDING & STEEL FABRICATORS

2305 SW 57th Way, West Park, FL 33023

Phone: 954.983.1080 or 954.394.1846 maxattack61@aol.com

NAME: <u>Idaho Investment</u>		NAME:	
STREET:		STREET:	
CITY:	STATE:	CITY:	STATE:
ZIP:		ZIP:	PHONE:
PHONE:	DATE: <u>9-29-20</u>		

To Supply and install eighteen 4"x4"x4" Columns approximately 9" above roof level. Also To fabricate and install Fourteen Support brace for columns according to plans etc.

Total cost include materials and labor

P.S. All Columns To be primed with rust oleum metal primer etc.

The customer hereinafter called Buyer & the contractor hereinafter called Seller, agrees as follows:

Price \$20,000 Buyer agrees to pay \$ 10,000 as down payment and \$ 10,000 cash upon installation.

BUYER'S RIGHT TO CANCEL: This is a home solicitation sales, and if you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. This notice must indicate that you do not want the goods and services and must be postmarked before midnight of the third business day after you sign this agreement. Notice must be sent certified mail. If you cancel this agreement, the seller may keep any down payment, not to exceed the lesser of the five (5%) percent of the cash price or \$50.00.

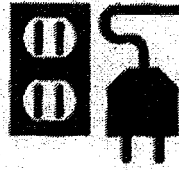
Should the Buyer refuse to permit the Seller to proceed with the above work after 3 (three) day right of recession period before or at any stage of the construction the Buyer agrees to pay the Seller as liquidated and agreed damages, and not as a penalty, an amount equal to 10% of the contract price. In addition to cost incurred by the Seller in and above the execution or preparation to perform this agreement, provided however that the total of such damages shall not exceed the entire agreed price.

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Licensed

Insured



ATLANTIC ELECTRIC & ALARM, INC.

State Certified Contractor

Broward: (954) 260-5774
W. Palm Beach: (561) 798-1914

Proposal No.: 1
Sheet No: 1
Date: 3/11/2020

Aeai1914@att.net

Proposal Submitted To:	Work To Be Performed At:
Name: Rich	Job Name: URBH
Address:	Address: 441 N. E. 3 RD AVE
City: boca raton State: FL	City: FORTLAUDERDALE State: FL 34109
Attn:.	Phone: 954-553-8398 Fax:

We hereby propose to furnish all the material and perform all the labor necessary for the completion of:

ELECTRIC AS PER PLAN

NO PHONE & DATA /STUB UP ONLY

FIXTURE'S BY OTHER'S & INVERTER

DEMO MAKE SAFE ONLY

NO TEMP IN PRICE

NO F/A

ALL SWITCHGEAR, METERS ,MAINS ,PANELS, DISCONNECTS, WIRE ,ETC BY AEAI

Option: CONTACT BRUCE WITH ANY QUESTIONS AT 954-260-5774

No Permit Fees Included

No Existing Code Violations, if any

Note: No Chipping, Cutting, Patching or Painting

All Material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

\$183,000.00

With payments to be made as follows: **PROGRESS**

Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Worker's Compensation and Public Liability Insurance on above work to be taken out by: **AEAI**

Respectfully submitted by: Bruce O'Rear, President

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: _____ Signature: _____

Date: _____ Signature: _____

17072 91 PL N,
Loxahatchee, FL 33470

Church F&B Equipment Schedule

	Manufacturer	Model	Width	Depth	Height
1	Beverage-Air	BB78G-1-B-LED	79	28 and 3/16	37 and 1/4
2	Eagle Group	CCS-72	72	29	37
3	Jackson Delta	1200	25 and 1/4	25 and 1/4	39
4	Regency	600GRSU2324C	23	24	33
5	Regency	600S32323224	121	29	36
6	Ecolab	Apex HT	25 and 1/4	25 and 1/4	71
7	Advanced Tabco	7-PS-87	15 and 1/4	15 and 1/4	26 and 1/2
8	Beverage Air	HR1HC-1S	26	32	84 and 1/2
9	Blodget	SHO-100-G	38 and 1/4	36 and 7/8	70
10	Altosham	CTX4-10E	20 and 7/16	35 and 3/4	33 and 1/2
11	Pitco	35C+S	15 and 1/8	30 and 9/32	46
12	Garland	G60-10CC	59 and 1/16	38 and 3/8	57
13	Beverage Air	WTRCS36-1-48-FTL	48	32	26 and 3/4
14	Garland	GD-24G	24	24	15
15	Garland	GD-24RB	24	24	15
16	Bakers Pride	BPSBi-36	36		
17	Kold Draft	SC200	26	29	38
18	Beverage Air	RB44HC-1G			
19	Manitowoc	F-1660			
20	Manitowoc	JCT1500			
21	Manitowoc	IDT1900N			
22	Beverage Air	SPE36HC-10C			
23	Beverage Air	SPE72HC-30M			
24	Eagle Group	SWT2-240			
25	Beverage Air	SPE36HC-08			
26	Ecolab Glass Wash	Carousel Glass Wash	25 and 1/2	25 and 1/2	39
27	Beverage Air	B48HC-1-G-B 48	48	23 and 1/2	34
28	Manitowoc	UDF-0310W	30	19	38 and 1/2

Phase	Volt	Amp Draw	BTU	Units	Price	Total
1	115	7.4		5	\$3,100	\$15,500
				10	\$2,700	\$27,000
1	208/230	15		7	\$3,850	\$26,950
				9		\$0
				1	\$900	\$900
3	240	54.1		Lease		
				11	\$850	\$9,350
1	115			3	\$2,500	\$7,500
1	115	6	100000	1	\$6,200	\$6,200
1	208	22.5		2	\$8,800	\$17,600
			90000	2	\$705	\$1,410
1	120		406000	1	\$7,300	\$7,300
1	115	6		2	\$4,300	\$8,600
			40000	1	\$1,840	\$1,840
			60000	1	\$2,300	\$2,300
			35000	1	\$1,400	\$1,400
1	220	3		3	\$2,200	\$6,600
				3	\$3,800	\$11,400
				1	\$3,230	\$3,230
				1	\$926	\$926
				1	\$6,400	\$6,400
				1	\$2,504	\$2,504
				1	\$3,504	\$3,504
				3	\$2,209	\$6,627
				1	\$2,204	\$2,204
1	208	15		Lease		
1	115	2.5		4	\$2,557	\$10,227
1	115	10		2	\$2,589	\$5,178
Total						\$192,650

FRIGID COOLERS LLC

Walk-in Coolers, Freezers, Refrigeration,
Glass Doors and Restaurant Equipment
15751 Sheridan St. - Suite 115
Ft. Lauderdale, FL 33331

Quotation

Phone: 954-237-6753

Fax : 954-237-6302

sales@frigidcoolers.com

Quoted to:

David Cardacia

david@theprocurer.com
Fort Lauderdale, FL Zip: 33301
407-230-8830

Ship to:

Free Shipping Applied - Please Note:
Shipping Does Not Include Lift Gate
Or Residential Area Delivery.
Additional Charges Will Apply Unless
Stated Otherwise In Quote.

*Your One Source For All Your
Cold Storage Solutions!*

Quote Number: **20-1041MW** Revision **-0**

Quote Date: 07/30/2020

Sales Rep: Gus

Job Name: L-shape Combo Cooler-freezer 18'3" X
14'8" X 8'0"

Item	Qty	Product Description
1	1	Indoor L-Shape Walk-In Combination Without Floor In The Cooler, With Floor In The Freezer, Nominal 18'3" X 14'8" X 8'0" High with 4" Insulation, Stucco Embossed Acrylume 26 Gauge Exterior and Interior Metal Finish, Panel with Cam-Lock System. 2009 EISA Compliant, NSF (National Sanitary Foundation) Listed and Approved. Divided as follows: L-Shape Cooler Without Floor Size: 10'5" X 18'3" X 8'0" High Freezer With Floor Size: 4'3" X 13'1" X 8'0" High
2	1	81" X 24-1/2" Notch on Front Length Wall
3	1	Cooler 4" U-Shape Vinyl Screed by the Foot to Secure Walls to Floor or Based on Engineering Design Aluminum Angle may be Substituted
4	1	Cooler Door and Frame: 34" x 76" Flush Door Opening with Perimeter Magnetic Door Gasket, Medium Temperature with 4" Insulation, Stucco Embossed Acrylume Metal Finish.* *Included Door Accessories: (1) LED Vapor Proof Light (1) Digital Pilot Light Switch (1) Digital Thermometer (2) Self Closing Door Hinges (1) Entry Door Latch Handle with Key Lock (1) Inside Safety Release (1) Automatic Door Self Closer (1) 12" Diamond Kick Plate (Outside Only)
5	1	Cooler Standard Duty Vinyl Curtain for 34"-36" x 84" Door Opening with 2" Overlap and Mounting Hardware (For Cooler or Freezer Use), NSF (National Sanitary Foundation) Listed and Approved.

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Quote Number:	20-1041MW	Revision -0
Quote Date:	07/30/2020	
Sales Rep:	Gus	
Job Name:	L-shape Combo Cooler-freezer 18'3" X 14'8" X 8'0"	

Item	Qty	Product Description
6	1	Cooler Witt - Russell Model: WBH200E4SEA Remote Preassembled Outdoor Refrigeration System, Medium Temperature 2 HP Hermetic Copeland Compressor, Anti-Corrosion-Fins To Increase Coil Life Span, Seamless Inner Groove Copper Tubing For Increased Heat Exchange, Head Pressure Control To Stabilize The Freezing Of Liquid Line And Prevent Compressor Damage, Matched Fan Blades For Maximum Air Movement And Cooling, Adjustable Low Pressure Control Included, Industry Standard Parts For Easy Replacement, Easily Accessible Special Wiring Harness Connections That Won't Come Loose With Vibration, Control Box And Service Valves Located Outside For Easy Installation And Service, Preassembled Outdoor Cover To Protect Against Corrosion, Approved By U.L., Cul And ISO9001. 208-230/60/3 Voltage, MCA 15.0 MOPD 15 LIQUID 1/2" SUCTION 7/8" BTUs: 16,960 (When Holding At 35° F) 2009 EISA Compliant (R404A Refrigerant) (1) Factory Mounted Sight Glass With Moisture Indicator (1) Factory Mounted Drier (1) Factory Mounted Encapsulated High And Low Pressure Controls (1) Thermostat (Loose) (1) Solenoid Valve And Coil (Loose) (1) Factory Mounted Electronic Air Defrost Timer
7	1	Cooler Witt - Russell Model: WL6A161ADAA Air Defrost Low Profile Evaporator, Anti-Corrosion-Fins To Increase Coil Life Span, Corrugated Fins Increase Air Flow And Improve Heat Exchange, Parts Easily Accessible By Opening Front Cover, Protruding Fan And Motor Placement To Reduce Vibration Noise, Includes, Number Of EC MOTORS Fans (3) Per Evaporator (R-404a Refrigerant) 115/60/1 Voltage AMPS: 3 (1) Thermostatic Expansion Valve (Loose) Per Evaporator
8	1	Cooler 1 Year Compressor Warranty Included. No Labor
9	1	Freezer Floor: 4'3" x 13'1" With 4" Insulation and Heavy Gauge Aluminum Interior with Stucco Embossed Exterior Prefabricated Floor, NSF (National Sanitary Foundation) Listed and Approved
10	1	Freezer Pressure Relief Vent Installed in Freezer (115 Volts)

www.FrigidCoolers.Com

Page: 2

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Cold Storage Solutions!*

Quote Number: **20-1041MW**

Revision
-0

Quote Date: 07/30/2020

Sales Rep: Gus

Job Name: L-shape Combo Cooler -freezer 18'3" X
14'8" X 8'0"

Item	Qty
11	1

Product Description

Freezer Door and Frame: 34" x 76" Flush Door Opening with Magnetic Door Gasket, Low Temperature with 4" Insulation, Perimeter Heater Wire, Stucco Embossed Acrylume Metal Finish.*

*Included Door Accessories:

- (1) LED Vapor Proof Light
- (1) Digital Pilot Light Switch
- (1) Digital Thermometer
- (2) Self Closing Door Hinges
- (1) Entry Door Latch Handle with Key Lock
- (1) Inside Safety Release
- (1) Automatic Door Self Closer
- (1) 12" Diamond Kick Plate (Outside Only)
- (1) Perimeter Heater Wire

12	1
----	---

Freezer Witt - Russell Model: WBH200L44EA Remote Preamsembled Outdoor Refrigeration System, Low Temperature 2 HP Hermetic Copeland Compressor, Anti-Corrosion-Fins To Increase Coil Life Span, Seamless Inner Groove Copper Tubing For Increased Heat Exchange, Matched Fan Blades For Maximum Air Movement And Cooling, Adjustable Low Pressure Control Included, Industry Standard Parts For Easy Replacement, Easily Accessible Special Wiring Harness Connections That Won't Come Loose With Vibration, Control Box And Service Valves Located Outside For Easy Installation And Service, Preamsembled Outdoor Cover To Protect Against Corrosion, Approved By U.L., cUL And ISO9001.

208-230/60/3 Voltage, MCA 15.0 MOPD 20

LIQUID 3/8" SUCTION 7/8"

BTUs: 8,580 (When Holding At -10° F)

2009 EISA Compliant

(R-404a Refrigerant)

- (1) Factory Mounted Sight Glass With Moisture Indicator
- (1) Factory Mounted Drier
- (1) Factory Mounted Encapsulated High And Low Pressure Controls
- (1) Thermostat (Loose)
- (1) Solenoid Valve And Coil (Loose)
- (1) Factory Mounted Electric Defrost Timer With Contactor

www.FrigidCoolers.Com

Page: 3

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Quote Date:	07/30/2020		
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Job Name:	L-shape Combo Cooler -freezer 18'3" X 14'8" X 8'0"		

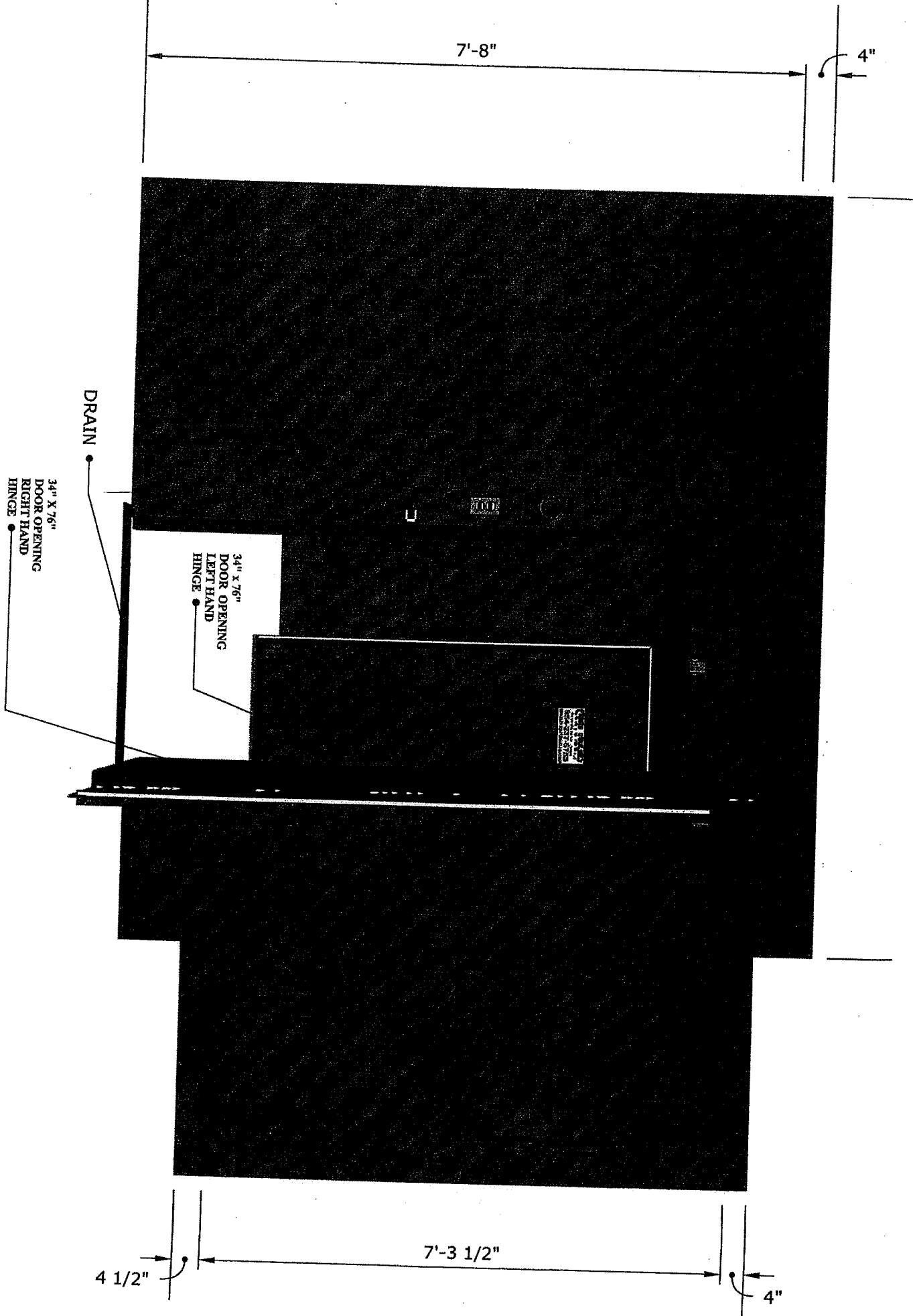
Item	Qty	Product Description
13	1	Freezer Witt - Russell Model: WL6E090DDAA Electric Defrost Low Profile Evaporator, Anti-Corrosion-Fins To Increase Coil Life Span, Corrugated Fins Increase Air Flow And Improve Heat Exchange, Parts Easily Accessible By Opening Front Cover, Protruding Fan And Motor Placement To Reduce Vibration Noise, Number Of EC MOTORS Fans (2) Per Evaporator (R-404a Refrigerant) 208-230/60/1 Voltage AMPS: 1 HEATER AMPS: 9.8 (1) Thermostatic Expansion Valve (Loose) Per Evaporator
14	1	Freezer 1 Year Compressor Warranty Included. No Labor
15	1	Free Shipping Applied. PLEASE NOTE: Shipping DOES NOT include LIFT GATE or residential area delivery. Additional charges will apply unless stated otherwise in the quote.
16	1	QUOTE VALID FOR 30 DAYS

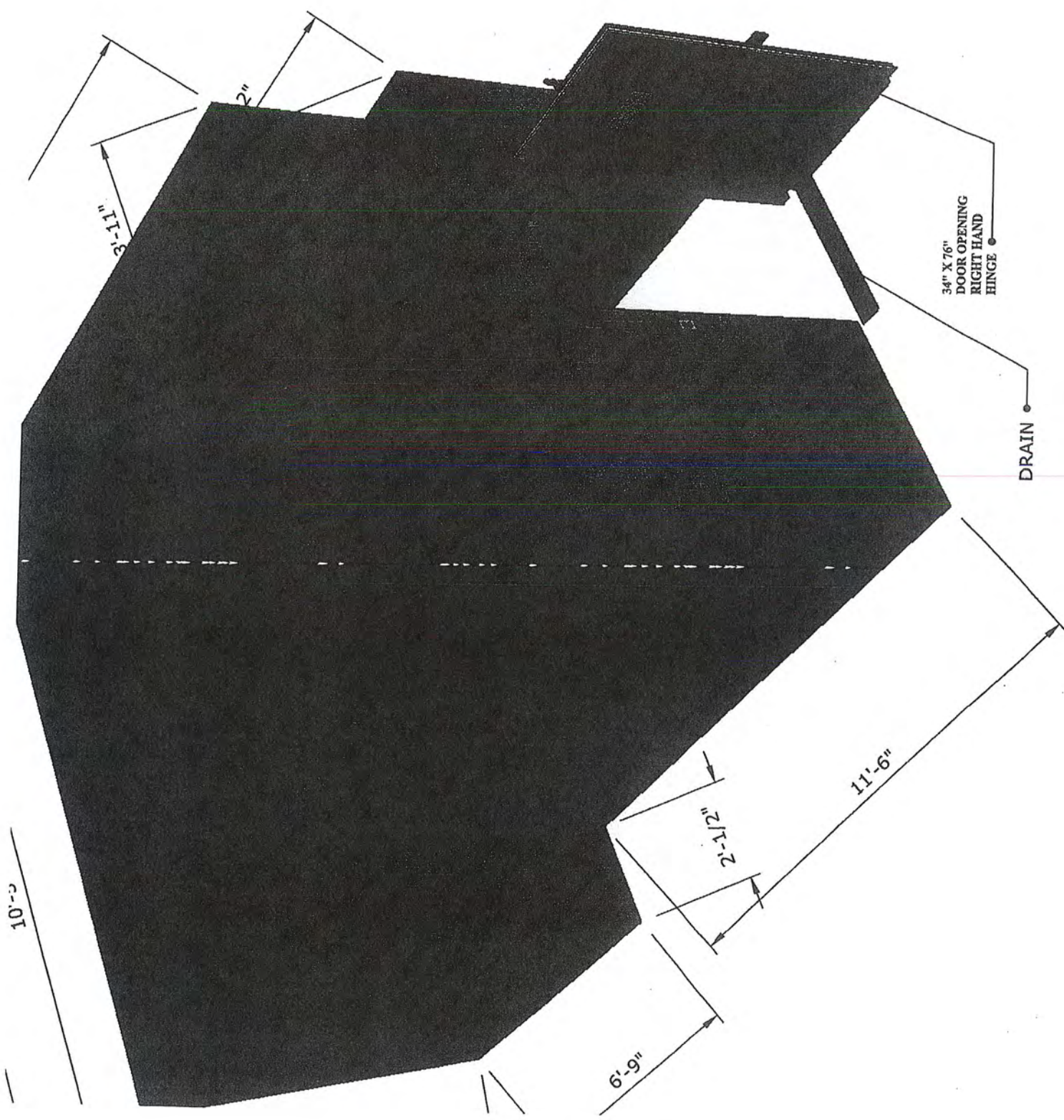
All Brand New Equipment Quoted. We DO NOT Quote or Sell Used or Refurbished Equipment.
Free Shipping Applied - PLEASE NOTE: Shipping does NOT include lift gate or residential area delivery. Additional charges will apply unless stated otherwise in quote.

Sub Total	\$21,010.00
Shipping	\$0.00
Tax	\$1,470.70
Grand Total	\$22,480.70

General Terms and Conditions of Sale:

Quotations: All quotations are valid for 30 days unless otherwise noted. All efforts are made to ensure accuracy of quotations, but descriptions are not guaranteed. We reserved the right to modify typographical errors.
Orders: All orders resulting from a written Frigid Coolers LLC quotation are subject to acceptance by Frigid Coolers LLC. No production work will start until the sales agreement(s) and the approval drawing(s) have been filled in, accordingly signed, dated and returned to Frigid Coolers LLC. For complete terms and conditions go to: www.FrigidCoolers.com/terms





FRIGID COOLERS LLC

Walk-in Coolers, Freezers, Glass Doors
Refrigeration and Restaurant Equipment
15751 Sheridan St. • Suite 115
Ft. Lauderdale, FL 33331

Friday, October 09, 2020

Sales Rep: Gus

Att: David Cardacia
david@theprocure.com
407-230-8830

Sales Agreement

Tel: 954-237-6753

Fax: 954-237-6302

Email: sales@frigidcoolers.com

Page: 1 of 2

Frigid Coolers LLC will provide the following as described per:

Quote Number 20-1041MW Rev- 0, dated 07/30/2020 to the listed company and/or individual.

Delivered price: **\$22,480.70**

Terms of payment: This Order(s) require a 50% deposit payment up front to start production and the balance is due prior to the product shipping.

Billing information:

Company Name: KNALLHART HOLDINGS II

Full Name: CARDACI DAVID S
Last First Middle

Address: 1753 POINSETTIA DR FT LAUD FL 33305
Address City State Zip

Work Phone: 407 - 230 - 8830

Fax Phone: _____

Cell Phone: _____

E-mail: david@theprocure.com

Shipping information if different than above:

Company Name: KNALLHART HOLDINGS II

Full Name: CARDACI DAVID S
Last First Middle

Address: 401 NE 3RD AVE FT L FL 33304
Address City State Zip

Continue on next page

Please FILL IN, SIGN and Fax or E-mail this Sales Agreement to:

E-mail: sales@frigidcoolers.com or Fax: 954-237-6302

Thank you for your business.

FRIGID COOLERS LLC

Walk-in Coolers, Freezers, Glass Doors
Refrigeration and Restaurant Equipment
15751 Sheridan St. • Suite 115
Ft. Lauderdale, FL 33331

Sales Rep: Gus

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Sales Agreement

Tel: 954-237-6753

Fax: 954-237-6302

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Friday, October 09, 2020

Page: 2 of 2

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Orders: All orders resulting from a written Frigid Coolers LLC quotation are subject to acceptance by Frigid Coolers LLC. No production work will start until the sales agreement(s) and the approval drawing(s) have been filled in accordingly signed - dated and returned to Frigid Coolers LLC. For orders of only refrigeration and freestanding commercial refrigerated equipment, full payment is required up front to process and ship. Delays of payment without Frigid Coolers LLC written approval will be consider a breach of contract and all appropriate legal actions to recover all past due pending balances, legal, court and applicable collection fees within the law will be executed.

Changes: Changes made by the purchaser after job has begun shall be submitted in writing, signed - dated and are subject to Frigid Coolers LLC approval. Purchaser agrees to pay any extra cost resulting from changes.

Storage: Orders placed on hold after production has begun or have been scheduled to ship will incur storage and handling charges of 3% of total invoice amount per week.

Purchaser is responsible for all additional shipping service charges incurred by Frigid Coolers LLC from the utilization of Lift Gate Service, Residential Delivery or Re-consignment of shipment unless stated in quotation or approved by Frigid Coolers LLC.

Cancellation: No orders may be canceled without prior written approval from Frigid Coolers LLC. Restocking fees will apply. Orders released into production are not subject to cancellation or refund and are subject to total invoice amount.

Return of Goods: No goods are to be returned without written authorization from Frigid Coolers LLC. Restocking fees will apply.

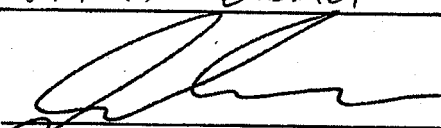
Freight Terms: If shipment is refused, purchaser is responsible for any freight company storage or incidental charges. All charges for unloading and transportation to job site are at buyer's expense. Title passes to buyer upon delivery to the carriers unless otherwise indicated. Upon receipt of product, if damages are present or count is not correct, purchaser is to note any and all damages and missing pieces on bill of lading and file a damage or shortage claim with freight carrier within 24 hours. We will assist with claims but it is the responsibility of the purchaser to ensure all documentation has been properly filed.

Local Codes: Frigid Coolers LLC is not responsible or assumes cost associated with field changes to its products to meet local or state codes.

Installation: Refrigeration equipment must be installed by a certified refrigeration contractor, failure to utilize certified refrigeration contractor may affect refrigeration equipment warranty. No installation work is included unless noted in quotation.

Warranty: All warranties are subject to the original equipment manufacturer's policy. See original equipment manufacturer product literature for complete terms and conditions of warranty

Name: DAVID CARDACI

Signature: 

Date: 10/8/20

Title: mgr

Please FILL IN, SIGN and Fax or E-mail this Sales Agreement to:

E-mail: sales@frigidcoolers.com or Fax: 954-237-6302

Thank you for your business.

ADVANCED HOOD SYSTEMS

JULY 13, 2020

Quote #: 4125562

URBAN RENNOVATION

To:

Twedave@gmail.com

From:

Jeff Seward
Advanced Hood Systems, LLC
FL
reg140@advancedhoodsystem
s.com

Ship-To:

FORT LAUDERDALE, FL
33314

Advanced Hood Systems, LLC proposes to furnish the following equipment. Production of listed items will commence upon receipt of an approved proposal, a purchase order, an approved submittal, and approved credit.

EQUIPMENT

Hood #1 - Job #4125562

5412AH-SND-2-PSP-F - 14ft 0" Long Sloped Exhaust-Only Wall Canopy Hood with 18" Wide Front Perforated Supply Plenum with Built-in 3" Back Standoff	x1
- 430 SS Where Exposed	x1
- FILTER - 16" tall x 16" (15.625" by 15.625") wide Stainless Steel Captrate Solo filter with hook, ETL Listed. Particulate capture efficiency: 85% efficient at 9 microns, 76% efficient at 5 microns. Used on hoods shipped AFTER 7/27/17.	x10
- L55 Series E26 Canopy Light Fixture - High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture), Buibs By Others	x4
- EXHAUST RISER - Factory installed 10" X 17" X 4"	x2
- SUPPLY RISER - 12"x 28" Supply Riser with Volume Dampers	x4
- 1/2 Pint Grease Cup New Style, Flanged Slotted	x2
- BACKSPLASH 80.00" High X 170.00" Long 430 SS Vertical (Includes End Caps & Divider Bars)	x1
- LEFT SIDESPLASH 92.00" High X 54.00" Long 430 SS Vertical (Includes End Caps & Divider Bars)	x1
- RIGHT SIDESPLASH 92.00" High X 54.00" Long 430 SS Vertical (Includes End Caps & Divider Bars)	x1
- LEFT END STANDOFF(FIN/SLP) 1" Wide 54" Long Insulated	x1
- RIGHT END STANDOFF(FIN/SLP) 1" Wide 54" Long Insulated	x1

Fire System #1 - INCLUDES PERMIT, HOOK-UP AND TEST

ANSUL-3.0/3.0-MANIFOLD Ansul 6 gallon Manifolded Wall Mounted Fire System (includes pre-piped hood(s) and detection).	x1
---	----

Includes piping for hood: 1.

Fan #1 AH-DU200HFA - Exhaust Fan - Job #4125562

AH-DU200HFA High Speed Direct Drive Centrifugal Upblast Exhaust Fan with disconnect switch and 20-3/4" wheel.	x1
Exhaust Fan handles 3640 CFM @ -1.750" wc ESP, Fan runs at 1319 RPM. Exhaust Motor: 5.000 HP, 3 Phs, 208 V, 60Hz, 15.0 FLA, ODP, Premium (E-Plus3) Eff.	
- Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 17-1/8 L X 5-1/16 W X 3-3/4 H (20 GA.) (Includes Down Spout)	x1
- Miami Dade Impact and Wind Load Certification +150 / -150 PSF - Miami Dade County Product Control Approved. Florida Building Code approval. Roof & Wall Mount Exhaust Curbs up to 20" high must be 20 gauge Aluminized. Roof & Wall Mount Exhaust Curbs above 20" high up to 42" high must be 16 Gauge Aluminized.	x1
- Curb CRB26.5x26E On Fan #1 Flat Curb *** 16 Gauge Construction.	x1
- Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized.	x1
- Vented Base for Curb	x1
- Full Bottom Curb Corner. Base flange corners fully welded or staked by factory.	x1

Fan #2 AH-A2-20D TEMPERED MUA- Supply Fan - Job #4125562

AH-A2-20D Untempered Supply Unit with 20" Direct Drive Fan in Size #2 Housing	x1
Supply Fan handles 2912 CFM @ 0.750" wc ESP, Fan runs at 1189 RPM. Supply Motor: 2.000 HP, 3 Phase, 208 V, 60Hz, 6.1 FLA, ODP, Premium (E-Plus3) Eff.	
Down Discharge - Air Flow Right -> Left	
- Sloped Filtered Intake for Size #2 Modular Untempered Supply Unit. 26.813" Wide X 53.625" Long X 31.313" High. Includes 2" MV EZ Kleen Metal Mesh Filters.	x1
- Miami Dade Impact and Wind Load Certification +30 / -130 PSF - Miami Dade County Product Control Approved. Florida Building Code approval. Roof Mount Exhaust Curbs up to 20" high must be 16 gauge Aluminized.	x1
- Separate 120VAC Wiring Package for Make-Up Air Units. Option must be selected when mounting VFD in prewire panel or with DCV package. Provides separate 120VAC input to supply fan. This 120V signal must be run by electrician from DCV to mua switch.	x1
- Curb CRB31X20 On Fan #2 Flat Curb *** 16 Gauge Construction.	x1
- Full Bottom Curb Corner. Base flange corners fully welded or staked by factory.	x1

Electrical System #1 - Job #4125562

DCV-1111 Demand Control Ventilation, w/ control for 1 Exhaust Fan, 1 Supply Fan, Exhaust on in Fire, Lights out in Fire, Fans modulate based on duct temperature. INVERTER DUTY 3 PHASE MOTOR REQUIRED FOR USE WITH VFD. Room temperature sensor shipped loose for field	x1
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installation. Verify distance between VFD and Motor; additional cost could apply if distance exceeds 50 feet. Includes 2 Duct Thermostat kits.

- ESV152N02YXB571 - Variable Frequency Drive - 2 HP Max., 200/240 V, Single or Three Phase Input, 7.0 A Max., NEMA 1 Enclosure, with 2RJ-45 FOR MODBUS	x1
- ESV402N02TXB571 - Variable Frequency Drive - 5 HP Max., 200/240 V, Three Phase, 16.5 A Max., NEMA 1 Enclosure, with 2RJ-45 FOR MODBUS	x1
- 20 wide X18 tall X8.62 deep SS HINGED ELECTRICAL BOX NEMA 1 - VENTED. Includes Fan Filter Assembly. -USED ON CONTROL PANELS WITH VFD(S).	x1
- Digital Prewire Lighting Relay Kit. Includes hood lighting relay & terminal blocks. Allows for up to 1400W of lighting each.	x1
- Thermistor CABLE - 18/2 AWG GREEN WHITE, plenum rated. USED for thermistor duct stat. Per Foot Price.	x150

Factory Services

Service Design Verification for Demand Control Ventilation	x1
Service Design Verification for Exhaust Fan	x1
Service Design Verification for Hood	x1
Service Design Verification for Untempered Supply Fan	x1
Service Design Verification Mileage Charge: (14) x 2 = 28 total miles	x1

INSTALLATION:

INSTALL HOOD(S)

INSTALL CURBS AND FANS

FURNISH AND INSTALL 16 GA WELDED LIQUID TIGHT EXHAUST DUCT WITH 2 LAYERS OFF FIRE WRAP FROM HOOD OVER TO SHAFT UP THROUGH 2ND FLOOR TO ROOF

FURNISH AND INSTALL 24 GA SUPPLY DUCT WITH FIRE DAMPER

CRANE TO LIFT FANS TO ROOF

SEALED DRAWINGS

PERMIT

APPLICABLE INSPECTIONS

CERTIFIED TEST AND BALANCE

Total: USD \$40,400.00

SERVICE DESIGN VERIFICATION DISCLAIMER

Field Service Technician is responsible for one trip to site to ensure the above equipment is operating within design specifications. All equipment must be operational. Fire suppression system should be hooked-up and armed. Additional trips will result in charges to be covered by others.

BY OTHERS

K SERIES FIRE EXTINGUISHER
HORN STROBE
ALL ELECTRICAL FIELD WIRING
ANY STRUCTURAL ALTERATIONS
ROOF FLASHING REPAIR
SCREENING OR EQUIPMENT RAILINGS ON ROOF (IF REQUIRED)
FIRE CHASE
FIRE PROOFING OF PENETRATIONS
X-RAY OF CONCRETE SLAB
CONCRETE CUTTING
DISMANTLING OR REPLACEMENT OF EXISTING CEILING GRID OR SHEET ROCK
REMOVAL AND REPLACEMENT OF EXISTING OBSTRUCTIONS SUCH AS A/C DUCTS, PLUMBING LINES
AND ELECTRICAL CONDUITS IF REQUIRED BY OTHERS
REMOVAL OF ALL EQUIPMENT UNDER HOOD IF PROVIDING DEMOLITION
DUMPSTER/TRASH RECEPTACLE FOR ANY AND ALL GARBAGE
MOT CRANE PERMIT FEES/ROAD CLOSURES/OFF DUTY POLICE

SHIPPING

Freight includes one shipment only, delivered to the job site address listed on this proposal. Customer is responsible for freight charges on any items shipped early. This is an estimated freight charge and is subject to change based on current freight costs when the job is released for production.

APPROVAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Receipt of the Advanced Hood Systems, LLC Terms & Conditions are hereby acknowledged (Form TC101), and by signature hereto, we agree to said Terms & Conditions. Payment will be made in accordance with authorized agreement. Please note, proposal may be withdrawn by Advanced Hood Systems, LLC if not accepted within 30 days.

Authorized Signature

Date

Signature

Date

We accept MasterCard®, VISA®, American Express®, and Discover® cards for immediate credit approval and expedited order processing.



TERMS & CONDITIONS

Acceptance: This proposal is submitted for acceptance within 30 days from the date of proposal. Prices are firm after acceptance provided the Buyer releases the order for production within 90 days of placement-see paragraph "prices." Typographical and clerical errors in quotations, orders and acknowledgments are subject to correction.

Terms of Payment: Net thirty (30) days from date of our invoice, unless specified to the contrary and subject to the approval of the Company. A Service Charge of 1 ½ % per month may be invoked and applied after the 30 day period until payment is received. Invoicing will be rendered when shipment has been made, unless otherwise indicated in quotation. The stated price is subject to any state, federal or local government regulatory ordinances or statutes governing interest rates and shall be construed and interpreted to allow the highest rate applicable and not more. In the event of a conflict between this rate and other law, the law shall prevail. In the event Advanced Hood Systems, LLC employs an attorney to enforce its rights and remedies under this agreement and/or to collect funds owing pursuant to this agreement, buyer agrees to pay a reasonable attorney's fee for Advanced Hood Systems, LLC attorney, plus all other reasonable expenses incurred by Advanced Hood Systems, LLC in enforcing its rights under this agreement.

Taxes: Unless specifically stated, we include no taxes of any kind in the sale price. Any taxes, if applicable and imposed by any present or future local, state or federal agency for any reason must be paid by the Buyer.

Shipments: All shipments are f.o.b. Factory or, if shipped from another location, f.o.b., point of shipment with charges either allowed, added to invoice, or collect as noted.

Claims: The responsibility of the company ceases upon delivery of material in good order to the carrier. As all goods are shipped at buyer's risk, any claims for damage or shortage or loss in transit must be filed by the buyer against the transportation company. (We will assist the Buyer in any reasonable way possible in the filing and collection for any claim for damages and/or losses while in transit.) Claims against factory shortages will not be considered unless made within 60 days after receipt of the goods.

Acceptance or Approval: Should the equipment on this proposal be purchased subject to acceptance or approval of another (such as Architect, Engineer, Owner, etc.), Advanced Hood Systems, LLC shall not be liable in any way should acceptance or approval not be granted. We cannot guarantee to meet or equal specifications written on behalf of another equipment manufacturer.

Warranties: Advanced Hood Systems, LLC extends to buyer the manufacturers warranty (a copy of which is available upon request). Manufacturer's warranty is in lieu of any warranties contained in any applicable project conditions, plans, or specifications unless specifically stated otherwise. Advanced Hood Systems, LLC makes no other warranties, express or implied, as to any matter whatsoever, including without limitation, the conditions of the equipment, its merchantability or fitness for a particular purpose.

Advanced Hood Systems, LLC shall not be liable for any damages by reason of failure of the equipment to operate or a faulty operation of this equipment. Advanced Hood Systems, LLC shall not be held responsible for any direct, incidental or consequential damages or liquidated damages or losses (including but not limited to loss of use, income, profit or production, or spoilage or increased cost of operation) resulting from the installation, operation or use of the equipment.

Limitation of Remedy: Advanced Hood Systems, LLC shall have no liability for any damage caused by negligence, accident, misuse, improper storage, improper installation, improper service, maintenance or operation. Advanced Hood Systems, LLC liability (whether under theories of warranty, negligence, strict liability or contract) is limited solely to repair or replacement of the equipment or its parts by Advanced Hood Systems, LLC or its duly authorized representative, or at Advanced Hood Systems, LLC option and in its sole discretion, refund of the purchase price, and the foregoing shall be the sole and exclusive remedy against Advanced Hood Systems, LLC. In no event shall Advanced Hood Systems, LLC liability with respect to the goods or their non-delivery exceed the purchase price paid by Buyer to Advanced Hood Systems, LLC. Buyer shall have no right to consequential or incidental damages or to any remedy not hereinbefore described. Any claim by Buyer against Advanced Hood Systems, LLC with respect to the goods is deemed waived by Buyer unless submitted to Advanced Hood Systems, LLC in writing within ten (10) days of the date Buyer discovered or by reasonable inspection should have discovered, the basis for such claim.

Claims Resolution: All claims and disputes between Buyer and Advanced Hood Systems, LLC arising out of or relating to performance of any agreement or breach thereof involving this project shall be decided by binding arbitration in accordance with the construction Industry Arbitration rules of the American Arbitration Association (AAA) then existing. Notice of Demand for Arbitration shall be filed in writing by either party to this agreement with the other and with the regional office of the AAA in Charlotte, North Carolina. The procedural and substantive law of the State of North Carolina shall apply in and to all such arbitration proceedings and Raleigh, North Carolina shall be designated as the locale for any such proceedings. Both parties will have the right to conduct discovery in accordance with the Federal Rules of Civil Procedure and within reasonable time limitations to be imposed by the AAA or the arbitrators. Any award arising from such proceedings shall be final and binding upon the parties and enforceable in accordance with the Federal Arbitration Act.

Delays: Seller shall not be liable for failures or delays in making delivery hereunder when such failure or delay results from an act of God or the public enemy accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lock-outs, labor troubles, riots, sabotage, embargo, wars (whether or not declared and whether or not the United States is involved), federal, state or municipal law, ordinance, rule, regulation, order license, priority, seizure requisition or allocation or other restrictions, failure or delay of transportation, shortage of or inability to obtain supplies, equipment, fuel or labor or any other circumstances of a similar or different nature beyond the reasonable control of the Seller.

Credit: If Buyer's credit, at the sole judgment of the Seller, is impaired at any time, Sellershall have the right to defer shipment or cancel the order.

Penalties: No penalty clause of any kind will be effective unless approved in writing by an officer of Advanced Hood Systems, LLC.

Cancellations: Should the order be cancelled through no fault of Advanced Hood Systems, LLC, the Buyer is liable for reimbursement for any and all expenses incurred in connection with this transaction; and in accordance with law for any other losses incurred by Seller.

Return of Goods: Please take special care to order carefully and completely. All products purchased are custom orders.

Custom orders were manufactured in accordance with customer specifications, and therefore, are only returnable per the terms of our RMA policy (<http://www.advancedhoodsystems.com/sitedocs/returnpolicy.asp>). Verify all information before placing the order. Please review policy with your sales consultant prior to purchasing if you have any questions.

Prices: Unless otherwise notified, prices on orders will be held firm provided the order is released for production within 90 days of placement. (The date of placement being the date of the Buyer's order and the date of release being the date the official notice of release is received at the Seller's offices.) Order released after 90 days from date of customer's purchase order may be subject to escalation.

Title: The title to all material(s) and/or equipment and to any and all additions and accessories thereto and substitutions therefore, shall remain with Seller until the purchase price thereof is paid in full.

FORM TC-101 (2/03)



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WebstaurantStore > Refrigeration Equipment > Bar Refrigeration > Back Bar Coolers > Beverage-Air BB78G-1-B-LED 79" Back Bar Refrigerator with 3 Glass Doors 115V

Beverage-Air BB78G-1-B-LED 79" Back Bar Refrigerator with 3 Glass Doors 115V

Item #: 185B78G1BHC MFR #: BB78HC-1-G-B



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\$3,156.81/Each

Ships free with

Protect Your Product with Safeware
Protection Powered by SafewareNo
Additional
Protection4 Year
\$137.855 Year
\$307.50

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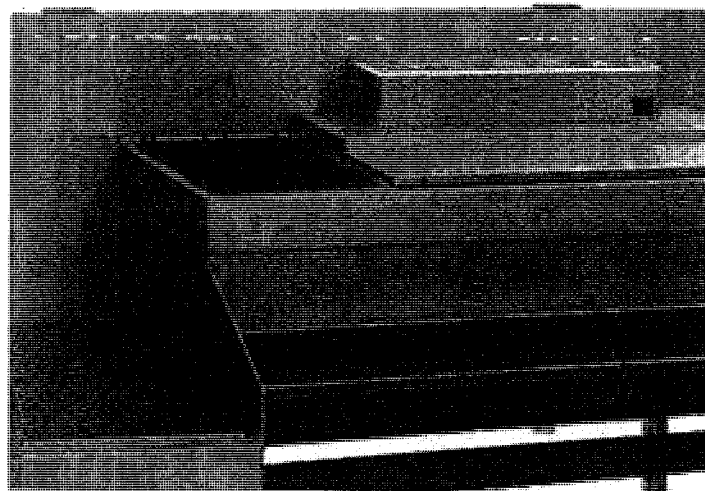
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WebstaurantStore > Restaurant Equipment > Beverage Equipment > Underbar Equipment > Underbar Cocktail Stations and Workstations > Eagle Group CCS-72 Spec-Bar 72" Stainless Steel Combination Cocktail Station with 12" Liquor Display and Recessed Workboard

Eagle Group CCS-72 Spec-Bar 72" Stainless Steel Combination Cocktail Station with 12" Liquor Display and Recessed Workboard

Item #: 575CCS72 MFR #: CCS-72



Only

\$2,839.00/Each

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- ✓ 6 compartment condiment dispenser is great for cherries, olives, and other garnishes
- ✓ 12" wide five-tiered liquor display; 12" recessed workboard with drain and perforated insert
- ✓ 36" ice chest with 6 section bottle holder makes ice easily accessible while keeping mixers chilled
- ✓ Blender shelf with rear cord access hole and towel ring to keep your bar rag close at hand
- ✓ Two tubing access holes for simple soda gun integration
- ✓ 11 1/2" x 9 1/4" x 6" wet waste sink with gooseneck faucet

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WebrestaurantStore > Restaurant Equipment > Dish Washing Equipment > Commercial Dishwashers > Glass Washer Machines > Jackson Delta 1200 Electric Carousel Type Underbar Glass Washer - 208/230V



Save \$280.00 with our Recommended Product!

x No Thank You

Try this Noble CG underbar glass washer instead! Featuring built-in chemical pumps and a durable stainless steel construction, this glass washer is the perfect addition to any commercial kitchen. Not only is this Noble glass washer a better value, a 2 year parts and 90 days labor warranty is offered compared to Jackson's 1 year warranty.

YOUR SELECTION



plus Free Shipping

**Jackson Delta 1200
Electric Carousel Type
Underbar Glass Washer -
208/230V**

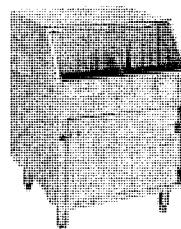
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\$3,979.00/Each

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RECOMMENDED PRODUCT



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**Noble Warewashing
CG Electric
Carousel Type
Underbar Glass
Washer - 208-230V**

\$3,699.00

/Each

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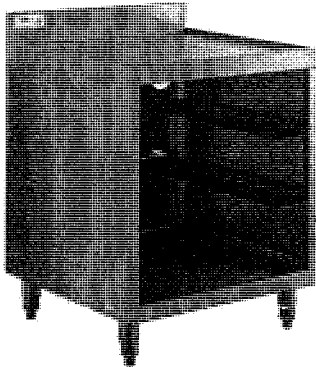
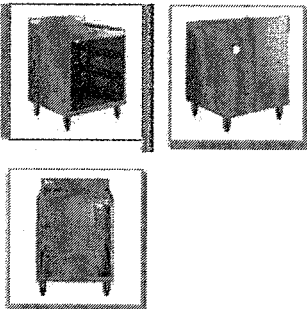
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Restaurant Equipment	Commercial Refrigeration	Smallwares	Storage & Transport	Tabletop	Disposable	Furniture	Restaurant Dinnerware	Food & Beverage	Janitorial Supplies	Business Type
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WebstaurantStore > Restaurant Equipment > Beverage Equipment > Underbar Equipment > Underbar Glass Rack Storage Units > Regency Stainless Steel Corrugated Top Glass Rack Storage Unit - 23" x 24"

Regency Stainless Steel Corrugated Top Glass Rack Storage Unit - 23" x 24"

★★★★★ Read 3 reviews Item #: 600GRSU2324C

Mix & Match Discounts > Quantity Discounts

Buy 5 or more
\$277.35/Each

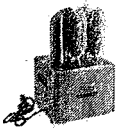
Ships free with

Buy 1 - 4	\$309.99/Each
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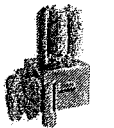
Available in Scratch & Dent for **\$248.00** >

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Noble Products
GP1250 Glass Genie
Commercial Five Brush
plus **\$779.00 / Each**



Noble Products
GP1250 Glass Genie
Commercial Five Brush
plus **\$99.00 / Each**

Other Available Styles:

Corrugated Top ☒

Flat Top ☐

☒ Made of durable 18 gauge, 304 stainless steel



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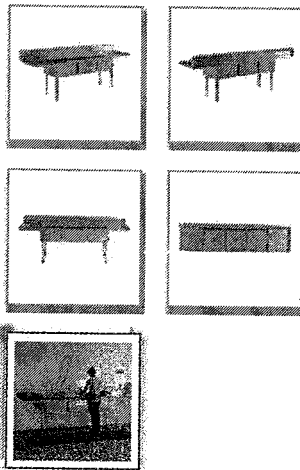
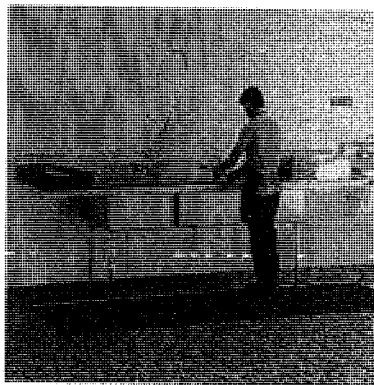
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Restaurant Equipment	Commercial Refrigeration	Smallwares	Storage & Transport	Tabletop	Disposable	Furniture	Restaurant Dinnerware	Food & Beverage	Janitorial Supplies	Business Type
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WebstaurantStore > Restaurant Equipment > Commercial Sinks > 3 Compartment Sinks > Regency 121" 16-Gauge Stainless Steel Three
Compartment Commercial Sink with Galvanized Steel Legs and 2 Drainboards - 23" x 23" x 12" Bowls

Regency 121" 16-Gauge Stainless Steel Three Compartment Commercial Sink with Galvanized Steel Legs and 2 Drainboards - 23" x 23" x 12" Bowls

☆☆☆☆☆ Read 3 reviews Item #: 600S3232324G



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Quantity Discounts

Buy 5 or more

\$670.60/Each

Discounted shipping with

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\$739.00/Each

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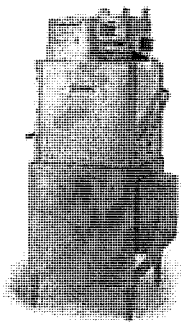
Regency Wall Mount

1.15 GPM V

Regency 121" 16-Gauge Stainless

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Apex™ HT Dishmachine



All solids, high temperature re-circulating door machine with an onboard booster heater. Can use both dual and single point electrical connections.

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Tabletop
Disposables



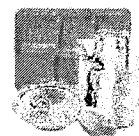
Foam
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Paper
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Plastic
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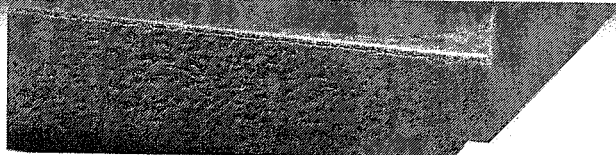
Take-Out
Containers
and To-Go
Boxes



Disposable
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Supplies

More in Disposables

Take-Out Containers	Disposable Bags	Paper Hot Cups	Disposable Bakery Supplies	Portion Cups & Lids
Plastic Disposable Plates	Disposable Plastic Barware	Biodegradable Dinnerware	Paperware	Trash Bags
Plastic Cups and Lids	Plastic Take-Out Containers	Disposable Food Trays	Plastic Bags	Commercial Paper Towels
Paper Cups and Lids	Paper Soup Cups & Bowls	Paper Bags	Paper Napkins	Disposable Gloves
Deli Containers	Paper Take-Out Boxes	Disposable Food Boxes	Plastic Silverware	Cake Boxes and Bakery Boxes



welded side splashes

- ✓ Measures 17 1/4" x 15 1/4" x 26 1/2" overall
- ✓ Made of 20 gauge 304 stainless steel
- ✓ No-drip, countertop edge helps prevent water spilling over, keeping your kitchen clean and safe
- ✓ Chrome-plated, lead-free brass splash-mount gooseneck faucet included
- ✓ 3 1/2" basket drain included; lever-operated drain with overflow and P-trap

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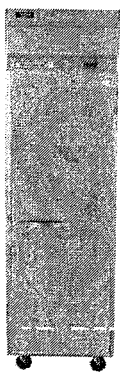
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WebstaurantStore > Refrigeration Equipment > Reach-In Refrigerators and Freezers > Reach-In Refrigerators > Beverage-Air HR1HC-1S
Horizon Series 26" Top Mounted Solid Door Reach-In Refrigerator

Beverage-Air HR1HC-1S Horizon Series 26" Top Mounted Solid Door Reach-In Refrigerator

Item #: 185HR11SHC MFR #: HR1HC-1S



Free Shipping

Custom Quote for The Procurer

\$2,462.57/Each

Ships free with

Protect Your Product with Safeware
Protection Powered by Safeware

No
Additional
Protection

4 Year
\$137.85

5 Year
\$307.50

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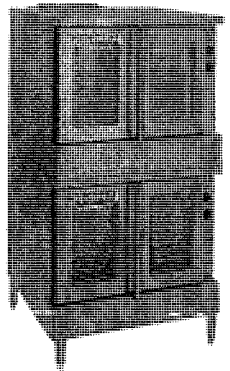
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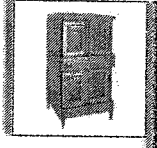
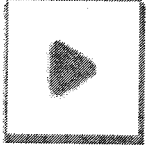
Restaurant Equipment	Commercial Refrigeration	Smallwares	Storage & Transport	Tabletop	Disposables	Furniture	Restaurant Dinnerware	Food & Beverage	Janitorial Supplies	Business Type
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WebstaurantStore > Restaurant Equipment > Commercial Ovens > Commercial Convection Ovens > Blodgett SHO-100-G Natural Gas Double Deck Full Size Convection Oven - 100,000 BTU

Blodgett SHO-100-G Natural Gas Double Deck Full Size Convection Oven - 100,000 BTU

☆☆☆☆☆ Read 1 reviews Item #: 195SHO100G2N MFR #: SHO100GDBLNAT





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Custom Quote for The Procurer

\$6,380.00/Each

Accessories & Options

Optional Ventilation Type

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You May Also Need



Regency 48" Stationary Gas Connector Hose Kit with 2 Elbows and

plus \$54.49 / Each

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Blodgett 5 Equivalent Plate Casters

\$94.49 / s

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Customers Also Viewed



Bakers Pride BCO-G2 Cyclone Series Natural Gas Double Deck Full Size Convection Oven -

plus \$9,285.10 / Each

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Other Available Fuel Types:



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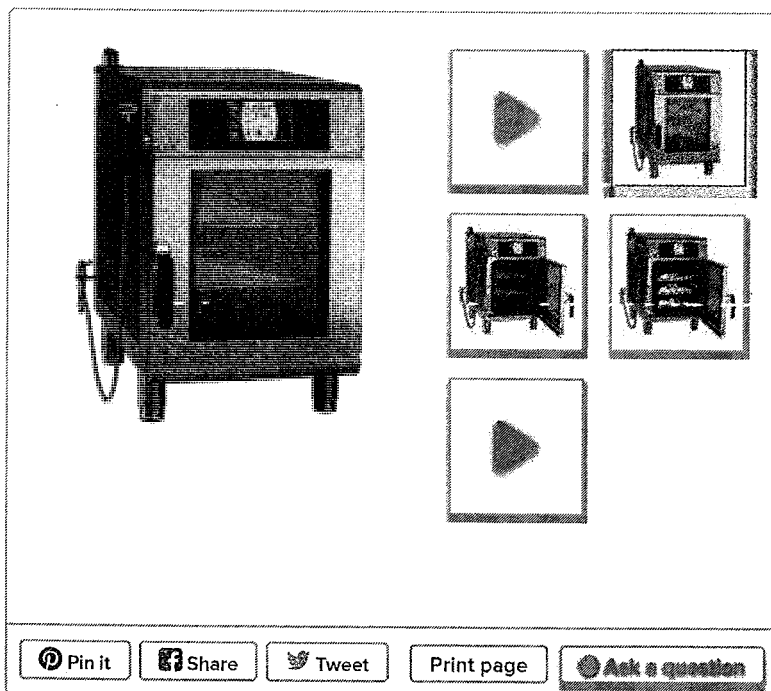
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Restaurant Equipment	Commercial Refrigeration	Smallwares	Storage & Transport	Tabletop	Disposable	Furniture	Restaurant Dinnerware	Food & Beverage	Janitorial Supplies	Business Type
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WebstaurantStore > Restaurant Equipment > Commercial Ovens > Combination Ovens > 208 Combination Ovens > Alto-Shaam CTX4-10E
Combitherm CT Express Electric Boiler-Free 5 Pan Combi Oven with Express Controls - 208V

Alto-Shaam CTX4-10E Combitherm CT Express Electric Boiler-Free 5 Pan Combi Oven with Express Controls - 208V

Item #: 131CX410EETB MFR #: CTX4-10E ET 208/1



You last purchased this on
Apr 30 2018 at 01:22PM EST

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\$7,199.00/Each

Ships free with

Accessories & Options

Alto-Shaam Factory-Authorized Ins

Alto-Shaam Installation Kit

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No Additional Protection

2 Year
\$113.85

3 Year
\$193.50

5 Year
\$440.10

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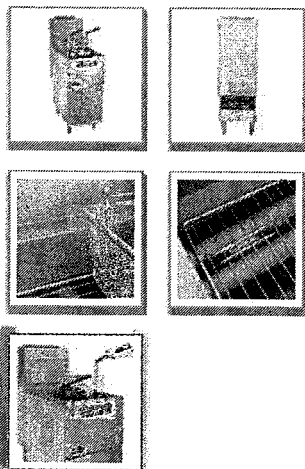
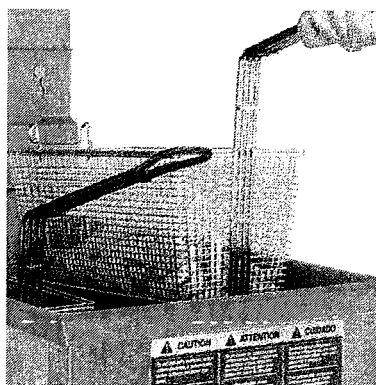
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Restaurant Equipment	Commercial Refrigeration	Smallwares	Storage & Transport	Tabletop	Disposables	Furniture	Restaurant Dishware	Food & Beverage	Janitorial Supplies	Business Type
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WebstaurantStore > Restaurant Equipment > Cooking Equipment > Commercial Fryers > Gas Fryers > Pitco® 35C+S Natural Gas 35-40 lb. Stainless Steel Floor Fryer

Pitco® 35C+S Natural Gas 35-40 lb. Stainless Steel Floor Fryer

☆☆☆☆☆ Read 4 reviews Item #: 61435CSN MFR #: 35C+S NAT



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\$705.00/Each

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No Additional Protection

2 Year
\$29.403 Year
\$68.255 Year
\$139.95

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You May Also Need

Other Available Fuel Types:

Natural Gas

Liquid Propane





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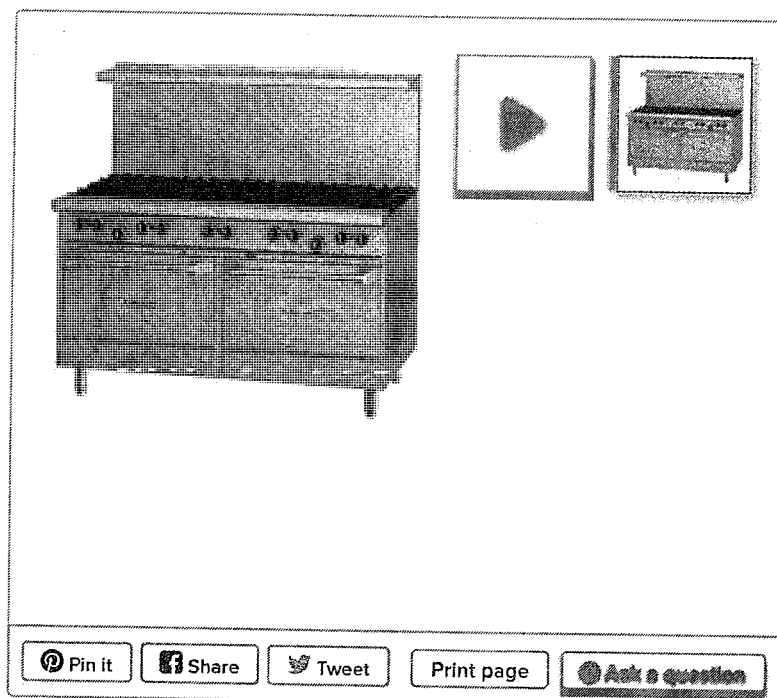
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Restaurant Equipment	Commercial Refrigeration	Smallwares	Storage & Transport	Tabletop	Disposables	Furniture	Restaurant Dinnerware	Food & Beverage	Janitorial Supplies	Business Type
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WebstaurantStore > Restaurant Equipment > Cooking Equipment > Commercial Restaurant Ranges > Commercial Gas Ranges > Garland G60-10CC Natural Gas 10 Burner 60" Range with 2 Convection Ovens - 406,000 BTU

Garland G60-10CC Natural Gas 10 Burner 60" Range with 2 Convection Ovens - 406,000 BTU

Item #: 372G6010CCN MFR #: G60-10CCNAT



Free Shipping

Custom Quote for The Procurer

\$6,809.00/Each

Ships free with

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Protection Powered by Safeware

No Additional Protection

2 Year
\$113.853 Year
\$193.505 Year
\$440.10

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Rapid Reorder

You May Also Need

Other Available Fuel Types:

Natural Gas



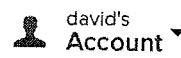
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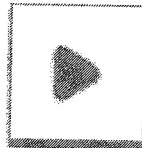
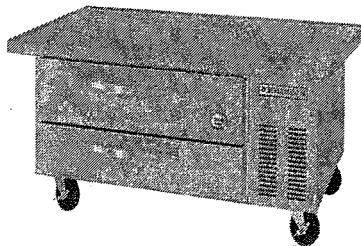
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Restaurant Equipment	Commercial Refrigeration	Smallwares	Storage & Transport	Tabletop	Disposables	Furniture	Restaurant Dinnerware	Food & Beverage	Janitorial Supplies	Business Type
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WebstaurantStore > Refrigeration Equipment > Commercial Chef Bases > Beverage-Air WTRCS36-1-48-FLT 48" Two Drawer Refrigerated Chef Base with Flat Top

Beverage-Air WTRCS36-1-48-FLT 48" Two Drawer Refrigerated Chef Base with Flat Top

Item #: 185WTRCS3648 MFR #: WTRCS36-1-48FLT



Note: Model with
marine edge shown



Print page



\$5206.21/Each

This product is no longer available.
We've left this page up for
reference only.

- ✓ Tested to perform in ambient temperatures of 100 degrees Fahrenheit
- ✓ 800 lb. weight capacity
- ✓ Drawers hold up to 4 full size food pans
- ✓ Features a smooth, flat 12 gauge stainless steel top without a lip
- ✓ Exterior digital thermometer helps you monitor a safe cold-holding temperature
- ✓ Durable, easy-to-clean stainless steel exterior and interior
- ✓ Uses environmentally-friendly R-134a refrigerant
- ✓ 115V, 1/5 hp

Other Products from this Line

Beverage-Air
WTRCS36-1-FLT-003
36" Two Drawer

plus \$4,638.20 / Each



Beverage-Air
WTRCS36-1-48-FLT-003 48" Two Drawer

plus \$5,206.21 / Each



BEVERAGE-AIR



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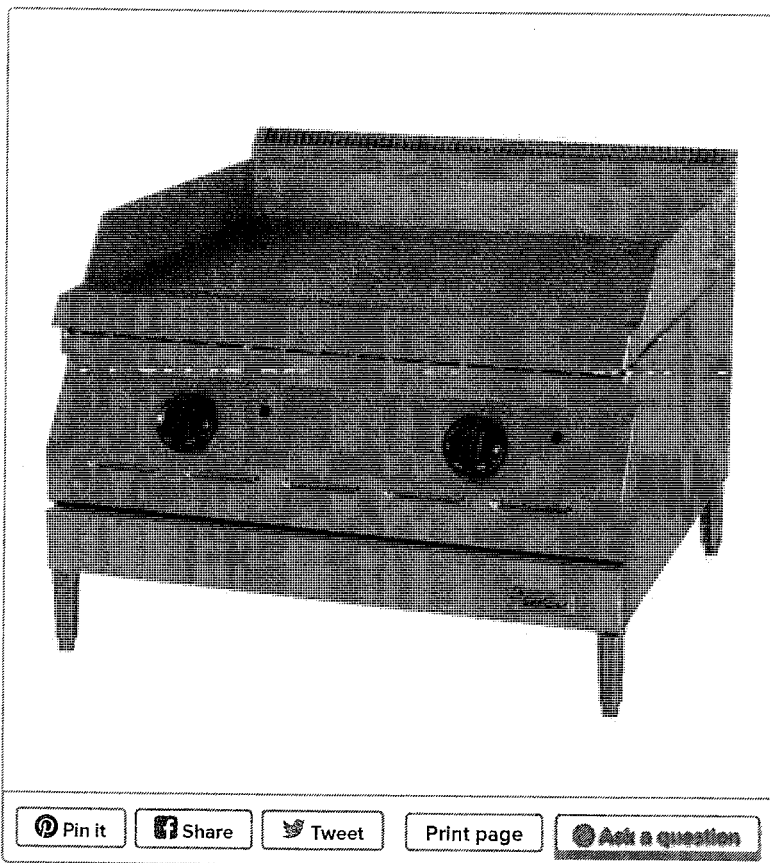
Free Shipping & Net 30!
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Restaurant Equipment	Commercial Refrigeration	Smallwares	Storage & Transport	Tabletop	Disposable	Furniture	Restaurant Dinnerware	Food & Beverage	Janitorial Supplies	Business Type
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WebstaurantStore > Restaurant Equipment > Cooking Equipment > Commercial Grills > Griddles > Commercial Gas Griddles and Flat Top Grills > Garland GD-24G Designer Series Natural Gas 24" Countertop Griddle - 40,000 BTU

Garland GD-24G Designer Series Natural Gas 24" Countertop Griddle - 40,000 BTU

Item #: 372GD24GN MFR #: GD-24G NAT



Free Shipping

Custom Quote for The Procurer

\$1,774.16/Each

Ships free with

Protect Your Product with Safeware
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No Additional Protection

2 Year
\$43.653 Year
\$101.255 Year
\$211.80

1

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You May Also Need

Other Available Fuel Types:

Natural Gas



Liquid Propane



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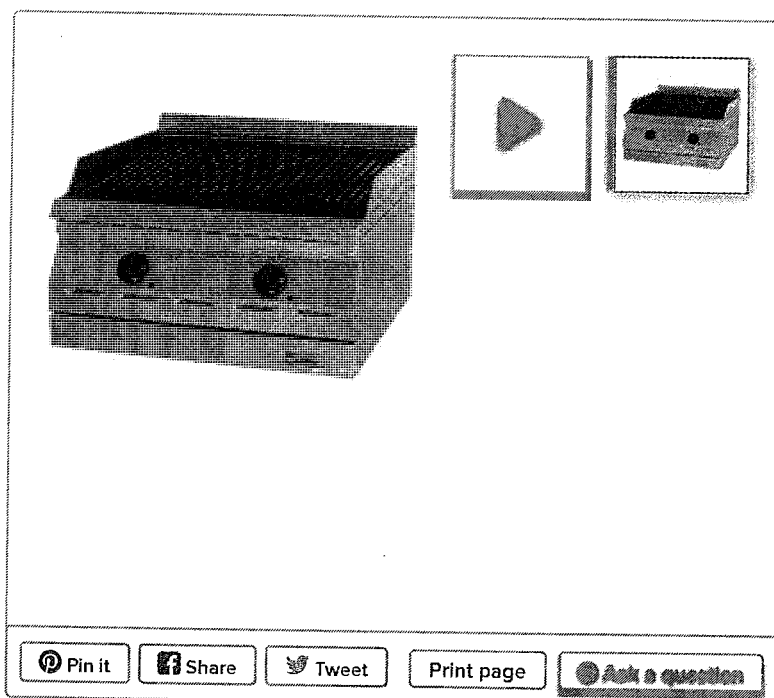
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Restaurant Equipment	Commercial Refrigeration	Smallwares	Storage & Transport	Tabletop	Disposable	Furniture	Restaurant Dinnerware	Food & Beverage	Janitorial Supplies	Business Type
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WebstaurantStore > Restaurant Equipment > Cooking Equipment > Commercial Grills > Charbroilers > Garland GD-24RB Designer Series Natural Gas 24" Radiant Charbroiler - 60,000 BTU

Garland GD-24RB Designer Series Natural Gas 24" Radiant Charbroiler - 60,000 BTU

Item #: 372GD24RBN MFR #: GD-24RB NAT GAS



Free Shipping

Custom Quote for The Procurer

\$2,199.15/Each

Ships free with

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Protection Powered by Safeware

No Additional Protection

2 Year
\$43.653 Year
\$101.255 Year
\$211.80

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You May Also Need

Other Available Fuel Types:

Natural Gas



Liquid Propane



**Regency 48" Stationary
Gas Connector Hose
Kit with 2 Elbows and**

plus **\$54.49 / Each**

1

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**Garland SS
Designer S
Equipment**

plus **\$119.99 / Each**

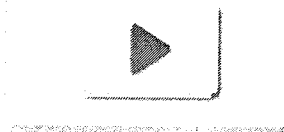
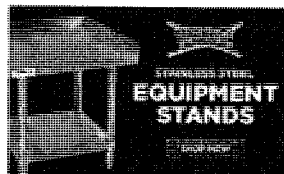
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Garland / US Range GD-24RB NAT GAS Details

Fire up the barbeque with this Garland Designer series GD-24RB natural gas 24" countertop radiant charbroiler. It features an easy-to-clean stainless steel front that provides durability in eye-catching style. To achieve optimum backyard barbeque flavor in each of your delicious appetizers, entrees, or sides, this unit is equipped with heavy-duty cast iron radiant grates. Manual hi-lo valve temperature controls allow you to control the cooking temperature for all of your smoky dishes.

This Garland GD-24RB 24" countertop charbroiler features a piezo spark ignition, 4" sanitary legs, and an 18" deep cooking surface, ensuring that you'll have plenty of room to work and keep up with customer



How To Season A Charbroiler

[About](#) [Transcript](#) [Embed](#)

Unpacking, cleaning, and seasoning your charbroiler is easy! Follow these simple steps, and you'll be grilling up savory burgers and fish fillets in no time without the hassle of sticky grates.

GARLAND / US RANGE GD-24RB NAT GAS SPECS

Width	24 Inches
Depth	24 Inches
Height	15 Inches
Cooking Surface Width	24 Inches
Cooking Surface Depth	18 Inches
Control Type	Manual
	Spark /

- ✓ 60,000 BTU
- ✓ Stainless steel front and sides
- ✓ 4" sanitary legs
- ✓ Manual hi-lo control
- ✓ Cast iron radiants
- ✓ Natural gas

Shipping:

Usually Ships in 2-3 Weeks

[View all Garland / US Range Charbroilers](#)

Need Parts & Accessories?

View replacements or accessories for
Garland / US Range GD-24RB NAT
GAS

Resources and Downloads for Garland / US Range GD-24RB NAT GAS

demands.

Overall Dimensions:

Width: 24"

Depth: 24"

Height: 15"

This Item Ships via

Common Carrier. For more information and tips to help your delivery go smoothly, click here.

Because this item is not stocked in our warehouse, processing, transit times and stock availability will vary. If you need your items by a certain date, please contact us prior to placing your order. Expedited shipping availability may vary. We cannot guarantee that this item can be cancelled off of the order or returned once it is placed.

⚠ Attention CA Residents:
Prop 65 Warning >

Features	Piezo Ignition
Gas Inlet Size	3/4 Inches
Heating Source	Radiant
Installation Type	Countertop
NSF Listed	Yes
Number of Controls	2
Power Type	Natural Gas
Total BTU	60,000
Usage	Standard Duty

Customer questions about this product

My business is at a high elevation; does this change anything when I order gas cooking equipment?

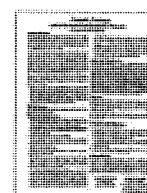
Many gas equipment manufacturers need to make adjustments to the equipment so it operates correctly at elevations over 2,000 feet. Sometimes we can special order from the manufacturer and have your cooking equipment delivered ready-to-go, but in cases where your unit is in stock and waiting to ship, you'll need to have a qualified service technician come to your location and alter your unit at the time of installation so that it is compatible with a higher elevation. Contact our Special Orders team prior to placing your order, and we will let you know



Specsheet



Manual



Warranty

A PDF viewer is required to view this product's information. Download Adobe Acrobat software

Warranty Info

Please note that this item is subject to a 7% export warranty administration fee for all international orders.

Please note that this item is subject to a 15% Export Infringement Administration fee for all international orders.

RESIDENTIAL USERS:

Vendor assumes no liability for parts or labor coverage for component failure or other damages resulting from installation in non-commercial or residential applications. Note: This warranty covers products shipped to and installed in the USA only.

The right is reserved to deny shipment for residential usage; if this occurs, you will be notified as soon as possible.

Resources

-  Restaurant Equipment Certification Marks Explained
-  Charbroiler Buying Guide
-  NSF International

what will work best for the equipment you are planning to purchase.

Can I cancel my order for this Garland item if I change my mind?

Because this item is built-to-order, the manufacturer will charge a 10% cancellation fee for orders where the item has already been built but not yet shipped.

Ask your own question!



NSF Listed

This item meets the standards imposed by NSF International, which focuses on public safety, health, and the environment.



CSA Design Cert

This item has been certified by the Canadian Standards Association (CSA) and meets applicable U.S. standards.



CSA Blue Flame

This item has been certified by the Canadian Standards Association (CSA) and meets applicable Canadian standards for appliances using gas or petroleum fuel.



3/4" Gas Connection

This unit comes with a 3/4" gas connection.

Related Items

Wet Area Floor Mats	Cookware	Herbs and Spices
104 Products	17 Categories	8 Categories

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If you've used this product, leave a review to tell us and other customers what you thought about it. Get paid up to \$16 for submitting one of the first text, photo, or video reviews for this item. View your account for details.

Write your own review



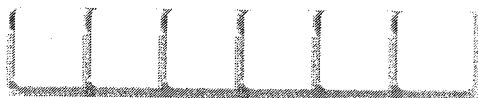
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Earn \$2.00



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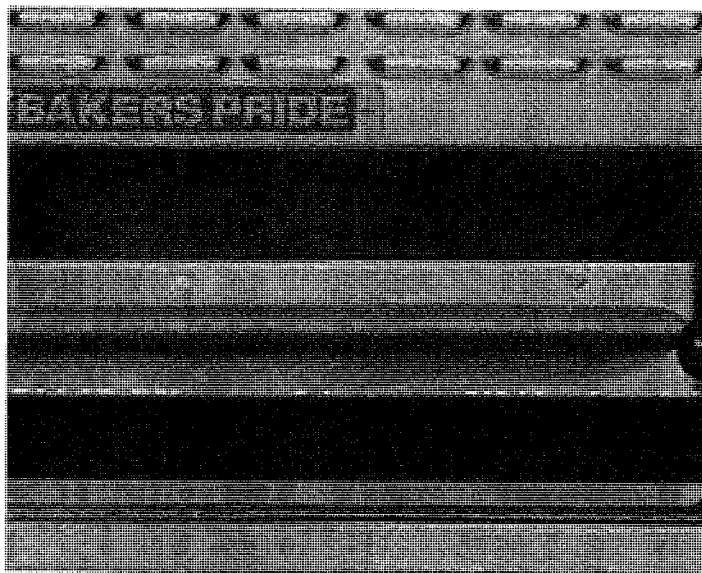
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Restaurant Equipment	Commercial Refrigeration	Smallwares	Storage & Transport	Tabletop	Disposable	Furniture	Restaurant Dinnerware	Food & Beverage	Janitorial Supplies	Business Type
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WebstaurantStore > Restaurant Equipment > Cooking Equipment > Salamander Broilers and Cheese Melters > Bakers Pride BPSBi-36 Natural Gas 36" Salamander

Bakers Pride BPSBi-36 Natural Gas 36" Salamander

Item #: 155BPSB36N MFR #: BPSBi-36 NAT



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Mar 01 2019 at 01:53PM EST



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\$2,743.68/Each

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3 Year
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5 Year
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You May Also Need

Regency 48" Stationary

Bakers Pride S11

Other Available Fuel Types:

Natural Gas



KOLD-DRAFT

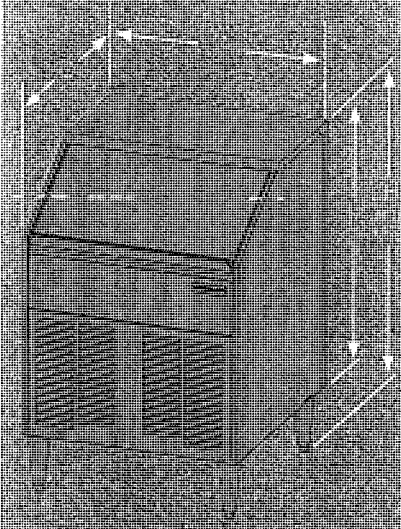
Ice machines • bins • crushers • dispensers

SC200 SERIES – SELF CONTAINED ICE MACHINE

The KOLD-DRAFT SC200

- Produces up to 200 lbs. of full cube ice per day.
- Ideal for any undercounter or bar application.
- Front breathing inlet and discharge allows installation in tight spaces.
- Front access to ice. Door lifts up or slides in, so it's out of the way.
- Electroless nickel plated evaporator.
- Corrosion-resistant stainless steel exterior with plastic door and bin liner.
- Stores 125 lbs. of ice.

1 1/4" x 1 1/4" x 1 1/4" | 1 1/4" x 1 1/4" x 3/8" | 3/8" x 3/8" x 1 1/4"



Plumbing

- 1/2" HP cold water supply
- 3/4" HP ice bin drain
- 1/2" HP ice maker drain
- 3/8" Diameter electrical conduit

Exterior Finish:

- Corrosion-resistant stainless steel exterior with plastic door and bin liner.

Dimensions/Weight

Description	Dimensions / inches (cm)			Ship Weight
	W	D	H	
Air Cooled (without legs)	26" (66cm)	28.6" (72.6cm)	31.4" (79.8cm)	207lb (94kg)
With Legs	26" (66cm)	28.6" (72.6cm)	37.4" (100cm)	207lb (94kg)

Recommended Operating Requirements:

	MIN.	MAX.
Room Temp.	45°F (7°C)	90°F (32°C)
Water Temp.	45°F (7°C)	90°F (32°C)
Voltage 220-240	210	250
Voltage 115	104	126
Potable Water Pressure	5 PSIG (0.034 MPA)	100 PSIG (0.6 MPA)

SC200 Series Daily Capacities: Lbs. of ice per 24 hours per unit

Model Number	Electrical Volt/Hz/Ph	Condenser	Cube Size	Ice Capacity 24 Hours lbs. (kg)		Energy Input 90°F/70°F Tier	Water Use gal/100# (l/kg) 90°F/70°F		Min. Circuit Amp	Max. Fuse Size Amps	
				70°F (21°C) / 50°F (10°C) Ambient/Water	90°F (32°C) / 70°F (21°C) Ambient/Water		Potable	Condenser			
				kWh/100# (kJ/kg)							
SC201	115/60/1	Air Cooled	Full Cube	150 (68.04)	119 (53.98)	8.71 (691.28)	1	29.56 (2.47)	n/a	6	15
SC207	220-240/50/1	Air Cooled	Full Cube	149 (67.59)	118 (53.52)	8.25 (654.77)	1	29.34 (2.45)	n/a	3	15



*Coming Soon: Liquid cooled machines and additional cube sizes, including half cube and kubelet.



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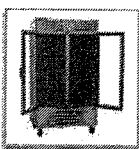
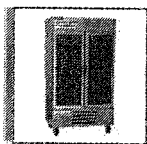
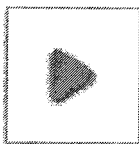
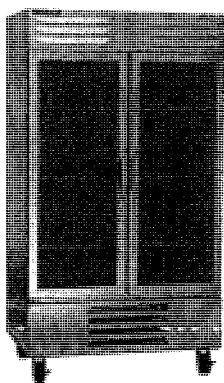
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WebstaurantStore > Refrigeration Equipment > Reach-In Refrigerators and Freezers > Reach-In Refrigerators > Beverage-Air RB44HC-1G 47" Vista Series Two Section Glass Door Reach-In Refrigerator - 44 Cu. Ft.

Beverage-Air RB44HC-1G 47" Vista Series Two Section Glass Door Reach-In Refrigerator - 44 Cu. Ft.

Item #: 185RB441GHC MFR #: RB44HC-1G



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Custom Quote for The Procurer

\$3,879.34/Each

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Protection Powered by SafewareNo
Additional
Protection4 Year
\$137.855 Year
\$307.50

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Beverage-Air 00C31-



Other Available Styles:



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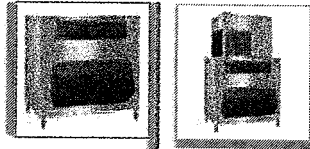
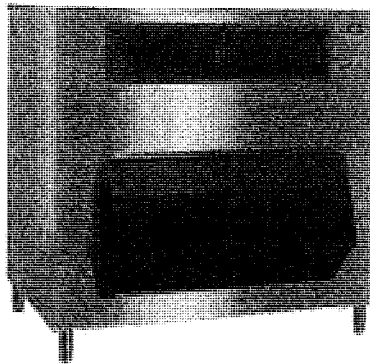
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WebstaurantStore > Restaurant Equipment > Commercial Ice Equipment and Supplies > Ice Storage and Dispensers > Ice Bins > Manitowoc F-1650 Ice Storage Bin - 1660 lb.

Manitowoc F-1650 Ice Storage Bin - 1660 lb.

Item #: 499F1650 MFR #: F-1650



Free Shipping

Only

\$3,369.29/Each

Ships free with

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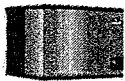


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Manitowoc IDT1500A
Indigo NXT Series 48"
Air Cooled Full Size

plus \$5,670.00 / Each

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Add to Cart



Manitowoc
Indigo NXT
Water Cooled

plus \$5,670.00 / Each

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- ✓ Holds 1660 lb. of ice
- ✓ 60" wide
- ✓ Features a sliding ice gate for safe and easy access
- ✓ Boasts a stainless steel exterior and heavy-duty welded construction
- ✓ Includes a ball catch hinge to keep door open
- ✓ Non-CFC foamed-in-place insulation
- ✓ Comes with (4) 6" legs
- ✓ Great for large-scale ice storage applications

Shipping:

Usually Ships in 3 Business Days



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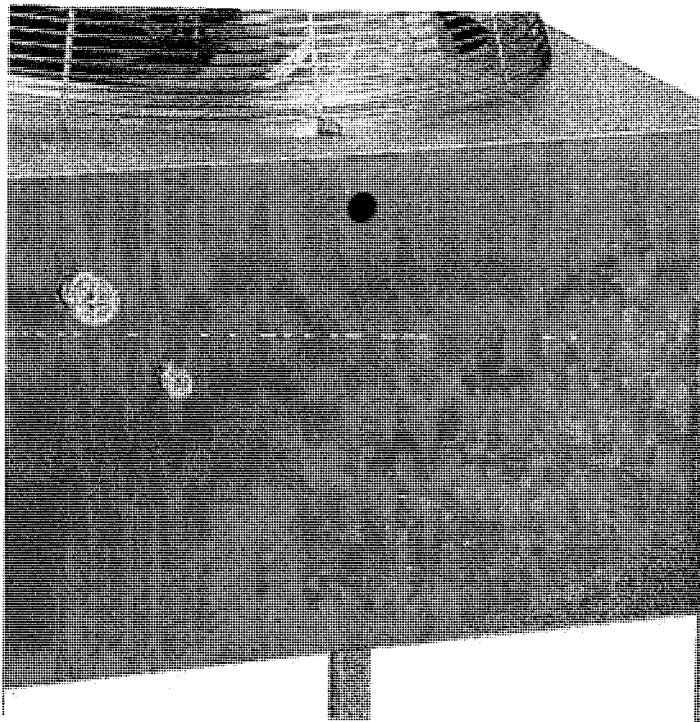
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Restaurant Equipment	Commercial Refrigeration	Smallwares	Storage & Transport	Tabletop	Disposables	Furniture	Restaurant Dinnerware	Food & Beverage	Janitorial Supplies	Business Type
----------------------	--------------------------	------------	---------------------	----------	-------------	-----------	-----------------------	-----------------	---------------------	---------------

WebstaurantStore > Restaurant Equipment > Commercial Ice Equipment and Supplies > Ice Machines > Remote Condenser Ice Machines > Manitowoc JCT1500 Vertical Discharge Remote Ice Machine Condenser - 208/230V

Manitowoc JCT1500 Vertical Discharge Remote Ice Machine Condenser - 208/230V

Item #: 499JCT1500B MFR #: JCT1500-261



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\$935.75/Each

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- ✓ To be installed indoors or outdoors, away from ice machine
- ✓ Up to 20" of bottom clearance
- ✓ Remote design lowers ambient temperature near your ice machine
- ✓ Helps improve efficiency
- ✓ Operates in temperatures ranging from -20-120 degrees Fahrenheit
- ✓ 208/230V

Shipping:

Usually Ships in 3 Business Days

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Restaurant Equipment	Commercial Refrigeration	Smallwares	Storage & Transport	Tabletop	Disposables	Furniture	Restaurant Dinnerware	Food & Beverage	Janitorial Supplies	Business Type
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WebstaurantStore > Restaurant Equipment > Commercial Ice Equipment and Supplies > Ice Machines > Remote Condenser Ice Machines > Ice Machines Remote Condenser Ice Machines > Manitowoc IDT1900N Indigo NXT 48" Remote Condenser Full Size Cube Ice Machine - 208V, 3 Phase, 1900 lb.

Manitowoc IDT1900N Indigo NXT 48" Remote Condenser Full Size Cube Ice Machine - 208V, 3 Phase, 1900 lb.

Item #: 499IDT1900NC MFR #: IDT1900N-263

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Custom Quote for The Procurer

\$6,759.90/Each

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Accessories & Options

Add a Recommended Manitowoc

Line Set

Remote Condenser

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No
Additional
Protection

4 Year
\$531.90

5 Year
\$655.35

1

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Restaurant Equipment	Commercial Refrigeration	Smallwares	Storage & Transport	Tabletop	Disposables	Furniture	Restaurant Dinnerware	Food & Beverage	Janitorial Supplies	Business Type
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WebstaurantStore > Refrigeration Equipment > Refrigerated Prep Tables > Commercial Sandwich / Salad Preparation Refrigerators > Counter Height Commercial Sandwich / Salad Preparation Refrigerators > Beverage-Air SPE36HC-10C 36" 2 Door Cutting Top Refrigerated Sandwich Prep Table with 17" Wide Cutting Board

Beverage-Air SPE36HC-10C 36" 2 Door Cutting Top Refrigerated Sandwich Prep Table with 17" Wide Cutting Board

Item #: 185SE3610CH MFR #: SPE36HC-10C

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\$2,579.16/Each

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Protection

4 Year
\$137.85

5 Year
\$307.50

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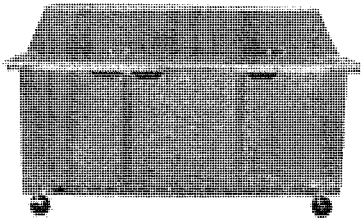
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Restaurant Equipment	Commercial Refrigeration	Smallwares	Storage & Transport	Tabletop	Disposables	Furniture	Restaurant Dinnerware	Food & Beverage	Janitorial Supplies	Business Type
----------------------	--------------------------	------------	---------------------	----------	-------------	-----------	-----------------------	-----------------	---------------------	---------------

WebstaurantStore > Refrigeration Equipment > Refrigerated Prep Tables > Commercial Sandwich / Salad Preparation Refrigerators > Counter Height Commercial Sandwich / Salad Preparation Refrigerators > Beverage-Air SPE72HC-30M Elite Series 72" 3 Door Mega Top Refrigerated Sandwich Prep Table

Beverage-Air SPE72HC-30M Elite Series 72" 3 Door Mega Top Refrigerated Sandwich Prep Table

★★★★★ Read 3 reviews Item #: 185SPE7230MH MFR #: SPE72HC-30M



Free Shipping

Custom Quote for The Procurer

\$3,609.32/Each

Ships free with

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Protection Powered by Safeware

No
Additional
Protection

4 Year
\$137.85

5 Year
\$307.50

1

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Wish List

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You May Also Need

Beverage-Air 00C23-	Beverage-Air 00
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Other Available Styles:

Mega Top





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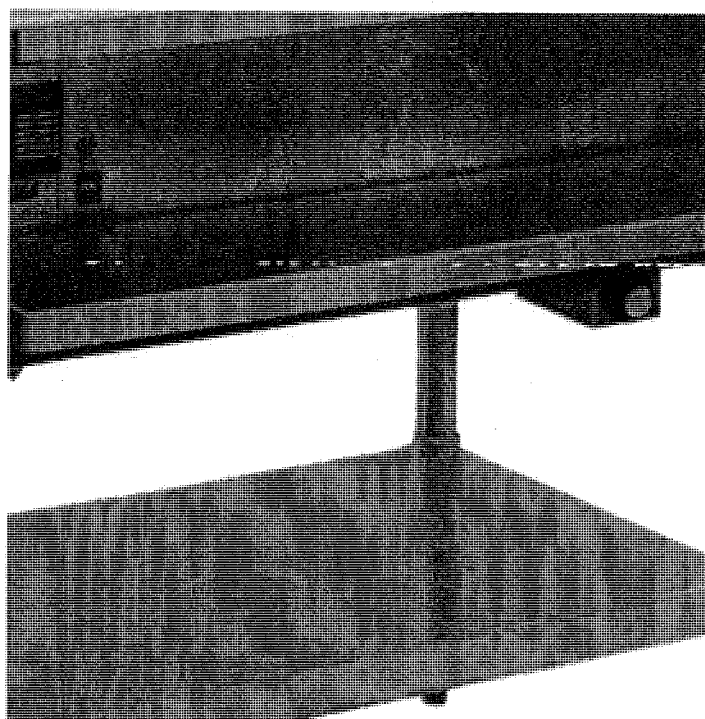
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Restaurant Equipment	Commercial Refrigeration	Smallwares	Storage & Transport	Tabletop	Disposables	Furniture	Restaurant Dishware	Food & Beverage	Janitorial Supplies	Business Type
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WebrestaurantStore > Restaurant Equipment > Food Holding and Warming Equipment > Commercial Steam Tables > Eagle Group SWT2-240
Two Pan Sealed Well Electric Water Bath Steam Table with Stainless Steel Open Base - 240V

Eagle Group SWT2-240 Two Pan Sealed Well Electric Water Bath Steam Table with Stainless Steel Open Base - 240V

Item #: 575SWT2D MFR #: SWT2-240



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Only

\$2,329.00/EachProtect Your Product with Safeware
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No Additional Protection

2 Year
\$43.653 Year
\$101.255 Year
\$211.80

1

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Wish List ▼

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Other Products from this Line

- ✓ Strong, highly polished, 20 gauge stainless steel construction provides long lasting use
- ✓ Comes with a poly cutting board and stainless steel dish shelf
- ✓ Features recessed wells with a 1 1/2"



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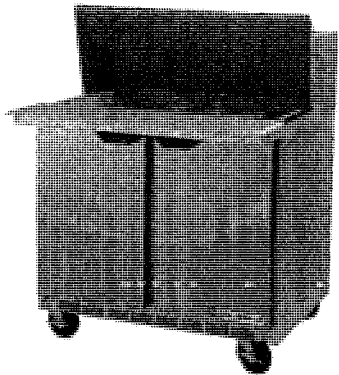
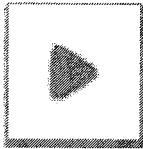
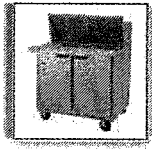
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Restaurant Equipment	Commercial Refrigeration	Seawater	Storage & Transport	Tabletop	Disposables	Furniture	Restaurant Dishware	Food & Beverage	Janitorial Supplies	Business Type
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WebstaurantStore > Refrigeration Equipment > Refrigerated Prep Tables > Commercial Sandwich / Salad Preparation Refrigerators > Counter Height Commercial Sandwich / Salad Preparation Refrigerators > Beverage-Air SPE36HC-08 Elite Series 36" 2 Door Refrigerated Sandwich Prep Table

Beverage-Air SPE36HC-08 Elite Series 36" 2 Door Refrigerated Sandwich Prep Table

★★★★★ Read 1 reviews Item #: 185SE3608HC MFR #: SPE36HC-08

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Custom Quote for The Procurer

\$2,317.41/Each

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No
Additional
Protection

4 Year
\$130.65

5 Year
\$254.85

1

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You May Also Need

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Other Available Styles:



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Restaurant Equipment	Commercial Refrigeration	Smallwares	Storage & Transport	Tabletop	Disposable	Furniture	Restaurant Dinnerware	Food & Beverage	Janitorial Supplies	Bustle Type
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Restaurant Dinnerware [Shop All](#)



China
Dinnerware



Melamine
Dinnerware
and
Displayware



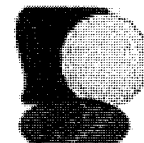
Plastic
Dinnerware



Porcelain
Dinnerware



Wooden
Dinnerware



Stoneware
Dinnerware



Metal
Dinnerware

More in Restaurant Dinnerware

Melamine Plates

Melamine Bowls

Melamine Trays

Bright White China
Dinnerware

China Plates

China Bowls

China Platters and
Trays

China Cups, Mugs,
and Saucers

Colorful China
Dinnerware

Metal Bowls

Metal Trays

Glass Dinnerware

Wooden Serving
Platters

Bone China
Dinnerware

Polycarbonate
Dinnerware

Reusable Plastic
Bowls

Glass Plates

Glass Bowls

Melamine Cups,
Mugs, and Saucers

Coffee Mugs, Tea
Cups, and Saucers

Glass Coffee Mugs
and Saucers

Acrylic Bowls

Plastic Coffee Mugs

Enamelware

Porcelain Plates



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Wish List

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Other Available Styles:



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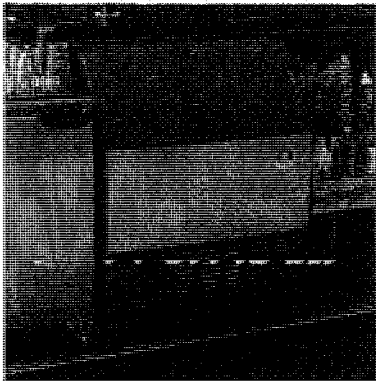
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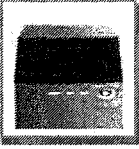
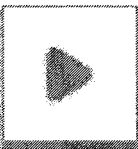
Restaurant Equipment	Commercial Refrigeration	Smallwares	Storage & Transport	Tabletop	Disposables	Furniture	Restaurant Dinnerware	Food & Beverage	Janitorial Supplies	Business Type
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WebstaurantStore > Restaurant Equipment > Commercial Ice Equipment and Supplies > Ice Machines > Undercounter Ice Machines > Manitowoc UDF-0310W NEO 30" Water Cooled Undercounter Diced Ice Machine with 100 lb. Bin - 115V, 295 lb.

Manitowoc UDF-0310W NEO 30" Water Cooled Undercounter Diced Ice Machine with 100 lb. Bin - 115V, 295 lb.

Item #: 499UDF0310WA MFR #: UDF0310W-161B







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Custom Quote for The Procurer

\$2,469.00/Each

Ships free with

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No
Additional
Protection

4 Year
\$130.65

5 Year
\$254.85

1

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Other Available Ice Types: