

BOARD OF ADJUSTMENT MEETING NOTICE

Date: May 23, 2025

A Public Hearing will be held before the Board of Adjustment on: Wednesday, June 11th, 2025 at 6:00 P.M.

This meeting will be held in-person at: Development Services Department, 700 NW 19th Avenue, Fort Lauderdale, Florida 33311 to determine whether the following application should be granted.

To view more information about this item, please visit: www.fortlauderdale.gov/government/BOA

CASE:	PLN-BOA-25040004
OWNER:	BREWERS HILL DEVELOPMENT; GROUP LP
AGENT:	VELEZ, ROVERTO
ADDRESS:	1815 EAST COMMERCIAL BOULEVARD, FORT LAUDERDALE, FL 33308
LEGAL DESCRIPTION:	LOTS 9, 9A, 10, 11, 12 AND 12A, BLOCK 2. "CORAL RIDGE- ADDITION "A", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41, PAGE 30, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (SEE SURVEY).
ZONING DISTRICT:	CB - COMMUNITY BUSINESS
COMMISSION DISTRICT:	1
REQUESTING:	<u>Sec. 5-27 -Distances of establishments from church or school</u>

- Requesting a special exception from the required minimum distance separation of five hundred (500) feet between establishments selling alcoholic beverages and an established church. The business is located one hundred seventy-six (176) feet from a church, a total reduction request of three hundred and twenty-four (324) feet.

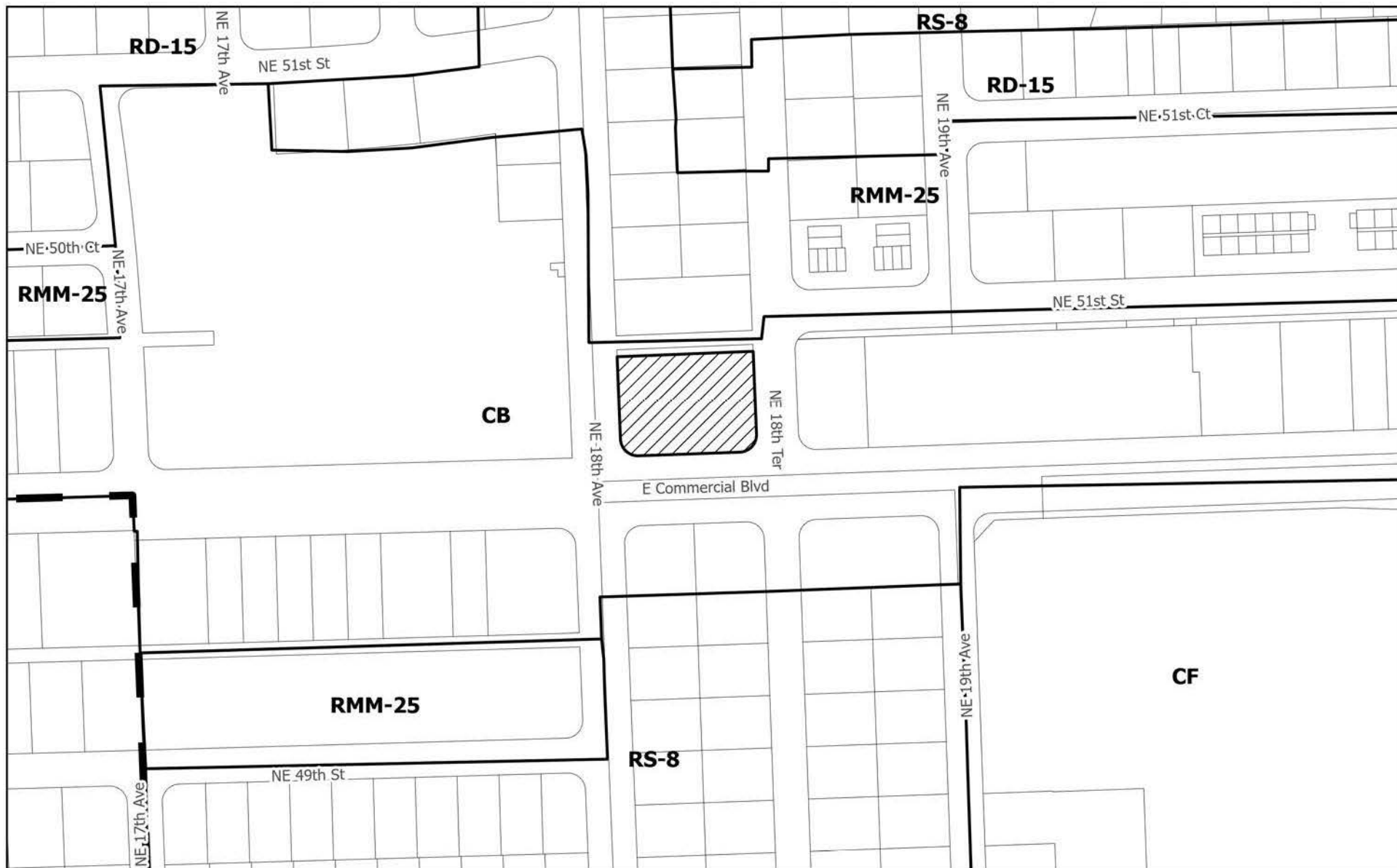
To watch and listen to the Board of Adjustment Meeting:
www.fortlauderdale.gov/fltv, www.youtube.com/cityoffortlauderdale
Cable Television - Comcast Channel 78 and AT&T U-verse Channel 99

If you have any questions, please feel free to contact me directly at 954-828-6342.

MOHAMMED MALIK
ZONING ADMINISTRATOR

Florida Statutes, Sec. 286.0105

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 proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

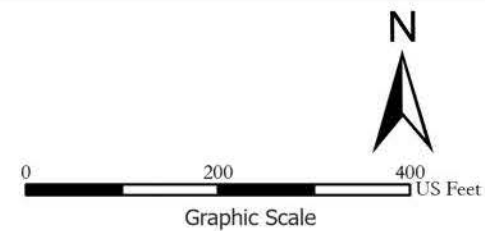


PLN-BOA-25040004

LEGEND

 Municipal Boundary

 Subject Site



PLN-BOA- 25040004

Sec. 5-27. - Distances of establishments from church or school

(a) Under the power and right to zone areas in which the sale of alcoholic beverages is prohibited or permitted, it is hereby established that the sale of alcoholic or intoxicating beverages under authority of a state license issued under the provisions of F.S. §§ 563.02(1)(b), 564.02(1)(b) and 565.02(1)(a) and (b), other than special licenses for hotel and restaurant bars, is prohibited in any place of business located within five hundred (500) feet from any established church, or public or private school, other than a pre-kindergarten school, nursery school or day care center, or adult education center, measured from the main normal public entrance of the alcoholic beverage establishment to the nearest point of the church or school property used as part of such facility along public thoroughfares by the shortest route of ordinary pedestrian traffic. Whenever such a state license has been lawfully procured and thereafter a church or school is established within a distance otherwise prohibited by this section, the establishment of such church or school shall not be cause for the revocation of the state license or prevent the subsequent renewal of same.

(b) For dining rooms or restaurants where the sale and service of alcoholic or intoxicating beverages is incidental to the sale and service of food and for hotels with fifty (50) rooms or more, the board of adjustment is authorized to grant special exceptions to the distance requirements as established by (a) above where the board finds that such special exception will not be contrary to the public interests. The application for a special exception and the processing and hearing upon the application shall be in accordance with section 47-31.

Record

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☐	Record, Permit, or Account #	Record Description	Application Name	Record Type	Balance	Planner Name	Street #	Dir	Street Name	Type	U
☐	BLD-OD-25040632	Outdoor seating area adjacent to restaurant	Outdoor Dining Permit I	Structura Permit	0		1823	E	COMMERCIAL	BLVD	
☐	BLD-SIGN-25040361	CHANGE OF COPY LOGO AND CHANNEL LETTERS ON EXISTI...	Sign Permit	Structura Permit	0		1823	E	COMMERCIAL	BLVD	
☐	BLD-SIGN-25040358 I	ILLUMINATED LOGO/PANAFLEX AND NON-ILLUMNATED DIME...	Sign Permit I	Structura Permit I	0 I		1823 I	E I	CØMMERCIAL I	BLVD	
☐	ELE-COM-25040175	ELECTRICAL FOR BLD-SIGN-25040361	E ectrica Subpermit	E ectrica Permit	0		1823	E	COMMERCIAL	BLVD	
☐	ELE-COM-25040174 I	ELECTRICAL FOR BLD-SIGN-25040358 I	E ectrica Subpermit I	E ectrica Permit	0		1823	E	COMMERCIAL	BLVD	
☐	BLD-SIGN-25040356 I	EL BALCONDE LAS AMERICAS	Sign Permit	Structura Permit	0		1823	E	COMMERCIAL	BLVD	
☐	PLN-BOA-25040004	Request for a Specia Exception to a ow a 2COP (... I	Specia Exception	Z- Board of Adjustment (BOA)	0		1823	E	COMMERCIAL	BLVD	
☐	BT-LIQ-25030002			Liquor Measurement Request	0		1823	E	COMMERCIAL	BLVD	
☐	ROW-SW-25030018 I	We propose to estab ish an outdoor seating area a... I	Outside seating I	ROW Sidewa k and Curb Permit	0		1823	E	COMMERCIAL	BLVD	
☐	BT-RLN-25030005 I			Restaurant - Lounge - Nightc ub Business Tax Receipt	0 I		1823	E I	CØMMERCIAL I	BLVD I	
☐	BT-RLN-25010009	4199.03 RESTAURANT I	EL BALCON DE LAS AMERICAS VI... I	Restaurant - Lounge - Nightc ub Business Tax Receipt	0		1823	E	COMMERCIAL	BLVD	
☐	BT-SLP-24120099	CHIROPRACTOR	OGORMAN, KIMBELRY ANN	Professiona Business Tax Receipt (State,County,Federa ,Registered, etc.)	0		1819 I	E	COMMERCIAL	BLVD	
☐	BE24060144	WORK W/O PERMITS VOLARE SIGN		Bui ding Code Case	0	ALEJANDROD	1823	E	COMMERCIAL	BLVD	
☐	UDP-S24009 I	Site P an Leve II Review: Change of Use: 2,504... I	1815 P aza Shared Parking I	DRC- Site P an (Leve II, III, IV) I	0	Yvonne Redding I	1815	E	COMMERCIAL	BLVD	
☐	PLN-LIQFEE-24010004 I		Pick It Up	Liquor License Fee ONLY	0		1823	E	COMMERCIAL	BLVD	
☐	BT-MED-23120006	MEDICAL OFFICE (PHYSICAL THERAPY) I	SELECT PHYSICAL THERAPY I	Medica Office Business Tax Receipt I	0		1817	E	COMMERCIAL	BLVD	
☐	PLN-ZONUSEFEE-23120005	Physica Therapy - Zoning use fee I	LORA K HAMMAKER	Zoning Use Permit Fee ONLY	0 I		1817	E I	COMMERCIAL	BLVD	
☐	BT-SLP-23110021	PHYSICAL THERAPIST	GRILLIOT, LISA	Professiona Business Tax Receipt (State,County,Federa ,Registered, etc.)	0		1817	E	COMMERCIAL	BLVD	
☐	PLN-BOA-23110007		Specia Exception from the d... I	Z- Board of Adjustment (BOA)	0		1815 I	E	COMMERCIAL	BLVD	
☐	PLN-ZONUSEFEE-23100032	RESTAURANT - Zoning use fee	PICKITUP LLC	Zoning Use Permit Fee ONLY	106 I		1823	E	COMMERCIAL	BLVD	
☐	BT-APP-23100066			New Business Tax App ication	0		1817	E	COMMERCIAL	BLVD	
☐	BE23090176	WORK IS BEING DONE TO SIDEWALK - UTILITY WORK TO ... I	WORK WITHOUT PERMIT I	Bui ding Code Case	0	GEORGEPI	1815 I	E	COMMERCIAL	BLVD	
☐	BLD-CU-23040003.CO001	INTERIOR BUILDOUT	BLD-CU-23040003	CO App ication - Commercia Permit I	0		1817	E	COMMERCIAL	BLVD	
☐	ELE-COM-23080054	ELECTRICAL FOR BLD-SIGN-23080018 I	SELECT PHYSICAL THERAPY-MONU...	E ectrica Commercia Permit	0		1817	E	COMMERCIAL	BLVD	
☐	BLD-SIGN-23080018 I	INSTALLATION ILLUMINATED CHANNEL LETTERS & LOGO O... I	SELECT PHYSICAL THERAPY-MONU...	Sign Permit	0 I		1817 I	E I	COMMERCIAL	BLVD	
☐	ELE-COM-23080053	ELECTRICAL FOR BLD-SIGN-2308001	SßLECT PHYSICAL THERAPY	E ectrica Commercia Permit I	0		1817	E	COMMERCIAL	BLVD	
☐	BLD-SIGN-23080017 I	ILLUMINATED CHANNEL LETTERS SIGNI	SELECT PHYSICAL THERAPY I	Sign Permit	0		1817	E	COMMERCIAL	BLVD	
☐	BT-LIQ-23060005			Liquor Measurement Request I	0		1823 I	E	COMMERCIAL	BLVD	
☐	ELE-LV-23060029 I	LV data cab ing for BLD-CU-23040003 I	Se ect Physica Therapy FLT ... I	E ectrica Low Vo tage Permit	0		1817	E	COMMERCIAL	BLVD	
☐	FIR-ALARM-23060005	FIRE ALARM FOR BLD-CU-23040003 I	Se ect Medica -FA Permit App... I	Fire A arm System Permit	0		1817	E	COMMERCIAL	BLVD	
☐	PLB-COM-23050058	PLUMBING FOR BLD-CU-23040003	Se ect Medica Outpatient PT...	P umbing Commercia Permit	0		1817	E	COMMERCIAL	BLVD	
☐	ELE-COM-23050073	ELECTRICAL FOR BLD-CU-23040003 I	Se ect Medica Outpatient PT...	E ectrica Commercia Permit I	0 I		1817	E	COMMERCIAL	BLVD	
☐	MEC-COM-23050037 I	MECHANICAL FOR BLD-CU-23040003	Se ect Medica Outpatient PT...	Mechanica Commercia Permit	0		1817	E	COMMERCIAL	BLVD	
☐	BLD-CU-23040003	CHANGE OF USE : INTERIOR BUILDOUT FROM AT&T TO S... I	1817 E COMMERCIAL BLVD - Se ... I	Change of Use	0		1817	E	COMMERCIAL	BLVD	
☐	BLD-CALT-23020020	Interior physica therapy fit-out	Se ect Medica Outpatient PT...	Commercia A teration Permit	0		1817	E	COMMERCIAL	BLVD	
☐	BT-RLN-23010001	RESTAURANT	PICKITAUP	Restaurant - Lounge - Nightc ub Business Tax Receipt I	0		1823 I	E	COMMERCIAL	BLVD	
☐	BT-GEN-21090102	COMMUNICATIONS SERVICES, RETAIL, REPAIRS	AT&T MOBILITY	Genera Business Tax Receipt	0		1817	E	COMMERCIAL	BLVD 21	
☐	ALM-REG-20110286 I		AT&T Store I	Resident/Business A arm Registration	0		1817	E	COMMERCIAL	BLVD	
☐	BT-GEN-APP-20110009 I		AT&T MOBILITY I	Genera Business Tax App ication	0 I		1817 I	E I	CØMMERCIAL I	BLVD 21	
☐	CE20081010	VEGETATION AROUND SPEED LIMIT 35 SIGN NEEDS TO BE... I		Code Case I	0	VAUGHNM	1815	E	COMMERCIAL	BLVD I	

Recordl

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☐	Record, Permit, or Account #	Record Description	Application Name	Record Type	Balance	Planner Name	Street #	Dir	Street Name	Type
☐	CE20070278	QALERT 546545:Witnessed emp oyees not wearing mas...	not wearing masks whi e prep...	Code Case	0	Gustavo Caracas	1823	E	COMMERCIAL	BLVD
☐	CE20070088	Q ALERT: 542535 CUSTOMER WENT INTO PICK UP FOOD A...	WORKER WITH HER MASK UNDER H...	Code Case	0	MICHAELJ	1823	E	COMMERCIAL	BLVD
☐	BT-GEN-REN-20072859		Genera Renewal	Genera Business Tax Renewa			1815	E	COMMERCIAL	BLVD
☐	BT-SLP-REN-20071415		State Licensed Professiona ...	Professiona Business Tax Renewa (State,County,Federa ,Registered, etc.)	0		1819	E	COMMERCIAL	BLVD
☐	BT-RTL-REN-20070545		Retai -Who esa e Renewa	etai - Who esa e Business Tax Renewa			1817	E	COMMERCIAL	BLVD
☐	BT-RLN-REN-20070316		Restaurant-Lounge-Nightc ub ...	Restaurant - Lounge - Nightc ub Business Tax Renewa			1823	E	COMMERCIAL	BLVD
☐	BT-MED-REN-20070100		Medica Office Renewal	Medica Office Business Tax Renewa			1819	E	COMMERCIAL	BLVD
☐	VIO-CE19091173_1	THERE ARE TREES IN THE SWALE AREA THAT ARE b ocki...	TREES IN THE SWALE AREA THAT...	Vio ation-CODE Hearing	0		1823	E	COMMERCIAL	BLVD
☐	CE19091173	THERE ARE TREES IN THE SWALE AREA THAT ARE, BLOCK...	TREES IN THE SWALE AREA BLO...	Code Case	0		1823	E	COMMERCIAL	BLVD
☐	FS-18080007		Vo are	Fire Safety Account	536.98		1823	E	COMMERCIAL	BLVD
☐	FS-18080006		DYNAMIC CHIROPRACTIC INC	Fire Safety Account	364.88		1819	E	COMMERCIAL	BLVD
☐	FS-18080005		SELECT PHYSICAL THERAPY	Fire Safety Account	0		1817	E	COMMERCIAL	BLVD
☐	FS-18080004		BANKUNITED	Fire Safety Account	109.72		1815	E	COMMERCIAL	BLVD
☐	PM-19051242	ELECTRICAL FOR BP 19051240	ELECTRICAL FOR BP 19051240	Sign Permit	0		1817	E	COMMERCIAL	BLVD
☐	PM-19051240	INSTALL 3 SETS OF ILLUMINATED CHANNEL LETTER ~SIG...	INSTALL 3 SETS OF ILLUMINATE...	Sign Permit	0		1817	E	COMMERCIAL	BLVD
☐	PM-18071021	INSTALL 1 ROUND ELECTRIC WALL SIGN (BOWLICIOUS ~...	(BOWLICIOUS sign / INSTALL 1...	Sign Permit	0		1823	E	COMMERCIAL	BLVD
☐	BL-1702140	RESTAURANT 51 TO 199 PERSONS	BOWLICIOUS LLC	Restaurant - Lounge - Nightc ub Business Tax Receipt	0		1823	E	COMMERCIAL	BLVD
☐	PM-18050834	ELEC FOR BP 18050833	ELEC FOR BP 18050833	Sign Permit	0		1823	E	COMMERCIAL	BLVD
☐	PM-18050833	INSTALL ILLUM WALL SIGN WITH LOGO (BOWLICIOUS) ~...	(BOWLICIOUS sign-)INSTALL IL...	Sign Permit	0		1823	E	COMMERCIAL	BLVD
☐	PM-18031322	ELEC BP 18022130	ELEC BP 18022130	E ectrica Commercia Permit	0		1823	E	COMMERCIAL	BLVD
☐	PM-18022136	FIRE SUPPRESSION BP18022130	FIRE SUPPRESSION BP18022130	Fire Suppression Permit	0		1823	E	COMMERCIAL	BLVD
☐	PM-18022130	INSTALL COMMERCIAL HOOD SYSTEM ~ ~ ~ ~INSTALL C...	INSTALL COMMERCIAL HOOD SYSTEM	Mechanica Commercia Permit	0		1823	E	COMMERCIAL	BLVD
☐	PL-B17021	BOAV -	SPECIAL EXCEPTION TO ALLOW B...	Z- Board of Adjustment (BOA)	0		1815	E	COMMERCIAL	BLVD
☐	PM-17010946	SIDEWALK CAFE PIEOLOGY PIZZERIA ~ ~GPZB RECHECK T...	SIDEWALK CAFE PIEOLOGY PIZZERIA	Sidewa k Cafe Permit	0		1823	E	COMMERCIAL	BLVD
☐	AB-0088052		BANKUNITED	Resident/Business A arm Registration	0		1815	E	COMMERCIAL	BLVD
☐	PM-16120292	LOW VOLTAGE ELEC FOR BP #16050626	LOW VOLTAGE ELEC FOR BP #160...	E ectrica Low Vo tage Permit	0		1823	E	COMMERCIAL	BLVD
☐	PM-16112648	INSTALL WALK IN COOLER BP16050626	INSTALL WALK IN COOLER BP1...	Mechanica Commercia Permit	0		1823	E	COMMERCIAL	BLVD
☐	PM-16112647	HOOD INSTALL BP16050626	HOOD INSTALL BP16050626	Mechanica Commercia Permit	0		1823	E	COMMERCIAL	BLVD
☐	VIO-CE16111161_1		ZORTAM LLC	Vio ation-CODE Hearing	0		1823	E	COMMERCIAL	BLVD
☐	CE16111161	Liquor Measurement Reference a 2 COP	Liquor Measurement Reference...	Code Case	0		1823	E	COMMERCIAL	BLVD
☐	BL-1600387		PIEOLOGY PIZZERIA	Restaurant - Lounge - Nightc ub Business Tax Receipt	0		1823	E	COMMERCIAL	BLVD
☐	PM-16102203	ATF ELEC FOR BP #16102202	ATF ELEC FOR BP #16102202	Sign Permit	0		1815	E	COMMERCIAL	BLVD
☐	PM-16102202	INSTALL 192 SF PYLON SIGN	INSTALL 192 SF PYLON SIGN	Signl Permit	0		1815	E	COMMERCIAL	BLVD
☐	PM-16101092	NATURAL GAS FOR BP #16050626	NATURAL GAS FOR BP #16050626	P umbing Gas Permit	0		1823	E	COMMERCIAL	BLVD
☐	PM-16100484	SIGN HOOK UP BP16100483	SIGN HOOK UP BP16100483	Sign Permit	0		1823	E	COMMERCIAL	BLVD
☐	PM-16100483	INSTALL 2 WALL ILLUM WALL SIGNS (PIEOLOGY)	PIEOLOGY/INSTALL 2 WALL ILLU...	Sign Permit	0		1823	E	COMMERCIAL	BLVD
☐	VIO-CE16100007_1	SUITE 108 / WORK WITHOUT PERMITS	WORK WITHOUT PERMITS	Vio ation-BLD Hearing	0		1823	E	COMMERCIAL	BLVD
☐	CE16100007	SUITE 108 / WORK WITHOUT PERMITS	SUITE 108 / WORK WITHOUT PER...	Bui ding Code Case	0		1823	E	COMMERCIAL	BLVD
☐	PM-16091690	FIRE SUPPRESSION HOOD SYSTEM FOR BP #16050626	FIRE SUPPRESSION HOOD SYSTEM...	Fire Suppression Permit	0		1823	E	COMMERCIAL	BLVD
☐	BL-1502140	MEDICAL OFFICE	DYNAMIC CHIROPRACTIC INC	Medica Office Business Tax Receipt	0		1819	E	COMMERCIAL	BLVD

Record

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☐	Record_Permit_or Account #	Record Description	Application Name	Record Type	Balance	Planner Name	Street #	Dir	Street Name	Type	Unit # (start)	Status
☐	BL-1501970	BANKS: SAVINGS AND LOAN ASSOC	BANKUNITED	General Business Tax Receipt	0		1815	E	COMMERCIAL	BLVD		Open
☐	VIO-CE16071408_1	FLAG SIGN WAS OBSERVED IN THE SWALE OF THE AT&T	ZORTAM LLC	Violation-CODE Hearing	0		1817	E	COMMERCIAL	BLVD		Closed
☐	CE16071408	FLAG SIGN WAS OBSERVED IN THE SWALE OF THE AT&am...	ZORTAM LLC I	Code Case I	0 I		1817 I	E	COMMERCIAL I	BLVD I		Closed
☐	VIO-CE16070773_1 I		ZORTAM LLC I	Violation-CODE Hearing I	0		1815	E	COMMERCIAL	BLVD	OLD	Closed
☐	CE16070773 I	L/S PROPLOGIX - 0 OPEN CASES FOUND I	ZORTAM LLC I	Code Case I	0		1815	E	COMMERCIAL	BLVD	OLD I	Closed
☐	PM-16061257 I	INSTALL BURGLAR ALARM AND CAMERA SYSTEM ~ ~BP TO ...	INSTALL BURGLAR ALARM AND CA...	Electrical Burglar Alarm I	0		1815	E	COMMERCIAL	BLVD I		Complete
☐	BL-1501281		AT&T AUTHORIZED RETAILER	Retail - Wholesale Business Tax Receipt I	0		1817	E	COMMERCIAL	BLVD	200 I	Closed
☐	PM-16050984	LOW VOLTAGE BP15081808 ~ ...	LOW VOLTAGE ...	Electrical Low Voltage Permit	0		1815	E	COMMERCIAL	BLVD		Complete
☐	PM-16050626	NEW BUILD OUT FOR PIEOLOGY PIZZERIA ~ ~ ~ ~ ~A...	NEW BUILD OUT FOR PIEOLOGY P...	Change of Use	0		1823 I	E I	COMMERCIAL	BLVD		Complete
☐	PM-16050627	#108:ELEC FOR INT IMPROVEMENTS FOR PIEOLOGY ~PIZZ... I	#108 ELEC FOR INT IMPROVEMEN...	Electrical Commercial Permit	0 I		1823	E	COMMERCIAL I	BLVD		Complete
☐	PM-16050629 I	# 108 PLUMB FOR INT IMPROVEMENTS FOR PIEOLOGY ~PL...	# 108 PLUMB FOR INT IMPROVEM...	Plumbing Commercial Permit	0		1823	E	COMMERCIAL	BLVD		Complete
☐	PM-16050631	# 108 COMMERCIAL KITCHEN HOOD INT IMPROVEMENTS ~...	# 108 COMMERCIAL KITCHEN HO...	Mechanical Commercial Permit	0		1823	E	COMMERCIAL	BLVD		Complete I
☐	PM-16050633	# 108: FIRE SPRINKLER FOR INT IMPROVEMENTS FOR ~... I	# 108: FIRE SPRINKLER FOR I...	Sprinkler System Aboveground I	0		1823	E	COMMERCIAL	BLVD		Void
☐	BL-1501188		GLOBAL SOLUTIONS	Retail - Wholesale Business Tax Receipt I	0		1817	E	COMMERCIAL	BLVD		Closed
☐	PM-16032060	INSTALL 3 WALL SIGNS , 1 FACE CHANGE AND 2 ~DIREC...	INSTALL 3 WALL SIGNS , 1 FAC... I	Sign Permit	0		1815	E	COMMERCIAL	BLVD		Complete
☐	PM-16032061 I	HOOK UP SIGNS BP16032060	HOOK UP SIGNS BP16032060	Sign Permit	0		1815 I	E I	COMMERCIAL	BLVD		Complete
☐	PM-16030949	INSTALL ILLUM WALL SIGN: DYNAMIC CHIROPRACTIC ~ ~... I	INSTALL ILLUM WALL SIGN: DYN...	Sign Permit	0 I		1819	E	COMMERCIAL I	BLVD		Complete
☐	PM-16030950	ELEC HOOK-UP FOR WALL SIGN (BP #16030949)	ELEC HOOK-UP FOR WALL SIGN (... I	Sign Permit	0		1819 I	E	COMMERCIAL	BLVD		Complete
☐	PM-16030953 I	1815-1823,INSTALL ILLUM TENANT NAMES ON EXISTING ...	1815-1823,INSTALL ILLUM TENA...	Sign Permit	0		1815	E	COMMERCIAL	BLVD		Complete I
☐	PM-16030957	ELEC HOOK-UP FOR MONUMENT TENANT PANELS BP ~#1603... I	ELEC HOOK-UP FOR MONUMENT TE...	Sign Permit	0		1815	E	COMMERCIAL	BLVD		Complete
☐	PM-16030948	ELEC HOOK-UP FOR WALL SIGN (BP #16030947)	ELEC HOOK-UP FOR WALL SIGN (...	Sign Permit	0		1817	E	COMMERCIAL	BLVD		Complete
☐	PM-16030947	INSTALL ILLUM WALL SIGN: AT&T AUTHORIZED RETA...	INSTALL ILLUM WALL SIGN: AT&...	Sign Permit	0		1817 I	E	COMMERCIAL	BLVD		Complete
☐	PM-16020564	GENERAL LANDSCAPING FOR COMM BUILDING BP 14122067	GENERAL LANDSCAPING FOR COMM...	Landscape Installation Permit I	0		1815	E I	COMMERCIAL	BLVD		Complete
☐	PM-16020002	TEMP POWER ~ ~WALK THRU	TEMP POWER	Electrical Temporary Pole	0		1815	E	COMMERCIAL	BLVD		Complete
☐	CE16011692	E/S PROFESSIONAL LIENS 0 OPEN CASES I	ZORTAM LLC I	Code Case I	0 I		1815 I	E	COMMERCIAL	BLVD	OLD	Closed
☐	VIO-CE16011692_1 I		ZORTAM LLC	Violation-CODE Hearing	0		1815	E	COMMERCIAL	BLVD	OLD I	Closed
☐	PM-15120110	MONUMENT SIGN	MONUMENT SIGN	Sign Permit	0		1815	E	COMMERCIAL	BLVD		Complete
☐	PM-15120111	BP 15120110 ELECTRIC FOR SIGN	BP 15120110 ELECTRIC FOR SIGN	Sign Permit	0		1815	E	COMMERCIAL	BLVD		Complete
☐	PM-15102994	INSTALL METAL CANOPY ~ ~D-RECHECK TO B 12/17/15	INSTALL METAL CANOPY	Awning-Canopy Permit	0		1815	E	COMMERCIAL	BLVD		Complete
☐	PM-15100199	INSTAL 196-LINEAR FT PRECAST PRIVACY WALL, ~ ~ ~ ... I	INSTAL 196-LINEAR FT PRECAST... I	Fence Permit	0		1815	E I	COMMERCIAL	BLVD		Complete
☐	PM-15090867 I	SEWER LATERAL IN R-O-W, 170 LINEAR FT	SEWER LATERAL IN R-O-W, 170 ...	ROW Sewer Permit	0		1815	E	COMMERCIAL	BLVD		Complete I
☐	PL-R14016D3	ARAMSP II -	1815 PLAZA	AR- Administrative Review I	0 I		1815 I	E	COMMERCIAL I	BLVD	OLD	Closed
☐	PL-PRW15013	PRESUB - DISCUSSION ITEM FOR A REVOCABLE LICE...	1815 PLAZA	DRC- Pre-Development	0		1815	E	COMMERCIAL	BLVD	OLD I	Closed
☐	PM-15081835 I	PLMB SUB FOR INT BUILDOUT - BP 15081808 I	PLMB SUB FOR INT BUILDOUT - ...	Plumbing Commercial Permit I	0		1815	E	COMMERCIAL	BLVD		Complete I
☐	PM-15081834	MECH SUB FOR INT BUILDOUT - BP 15081808 ~ ~tbd to...	MECH SUB FOR INT BUILDOUT - ...	Mechanical Commercial Permit I	0		1815	E	COMMERCIAL	BLVD		Complete
☐	PM-15081833	ELEC SUB FOR INT BUILDOUT - BP 15081808	ELEC SUB FOR INT BUILDOUT - ...	Electrical Commercial Permit	0		1815	E	COMMERCIAL	BLVD		Complete
☐	PM-15081808	INTERIOR BUILDOUT FOR NEW BANKUNITED LOCATION ~IN... I	INTERIOR BUILDOUT FOR NEW BA... I	Commercial Alteration Permit	0		1815	E I	COMMERCIAL	BLVD		Complete
☐	PM-15061976	(5) 1" DOMESTIC WATER METER & (1) 1" IRRIGATI...	(5) 1" DOMESTIC WATER METER ...	Plumbing Meter Installation Permit	0		1815	E	COMMERCIAL	BLVD		Complete I
☐	PM-15061729	TEMP POLE TO BP 14122067	TEMP POLE TO BP 14122067	Electrical Commercial Permit	0		1815	E	COMMERCIAL	BLVD		Complete
☐	PL-R14016D2	ARAMSP II - AMEND LANDSCAPE PLAN TO PLACE THE PR...	1815 PLAZA	AR- Administrative Review	0 I		1815 I	E	COMMERCIAL I	BLVD	OLD I	Closed

Record

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☐	Record, Permit, or Account #	Record Description	Application Name	Record Type	Balance	Planner Name	Street #	Dir	Street Name	Type	U
☐	PM-15050604	STOREFRONTS & STOREFRONT DOORS FOR BP 1412206...	STOREFRONTS & STOREFRONT DOO...	Window and Door Permit	0		1815	E	COMMERCIAL	BLVD	
☐	PM-15041924	INSTALL ONE 24 INCH DISPOSAL WELL FOR NEW SINGLE ...	INSTALL ONE 24 INCH DISPOSAL...	P umbing Commercia Permit	0		1815	E	COMMERCIAL	BLVD	
☐	VIO-CE15040909_1		ZORTAM LLC I	Vio ation-CODE Hearing I	0 I		1815	E	COMMERCIAL	BLVD	O
☐	CE15040909	AT DEMO SITE ONE OF THE LIGHTS VERY BRIGHT THAT, ... I	ZORTAM LLC I	Code Case I	0		1815	E	CØMMERCIAL	BLVD	O
☐	VIO-CE15031654_1		ZØRTAM LLC I	Vio ation-CODE Hearing I	0		1815	E	CØMMERCIAL	BLVD	O
☐	CE15031654	DEMO SITE BEING PROPERLY MANAGED.	ZORTAM LLC	Code Case	0		1815	E	COMMERCIAL	BLVD	O
☐	PM-15032007	ENGINEERING MITIGATION BP14122067	ENGINEERING MITIGATION BP14... I	ROW Site Prep and Erosion Contro Permit	0		1815	E	COMMERCIAL	BLVD	
☐	PL-R14016D1	ARAMSPII - CHANGES TO ELEVATIONS AND DUMPSTER E... I	1815 PLAZA	AR- Administrative Review	0		1815	E	COMMERCIAL	BLVD	O
☐	PM-15022527	CONSTRUCTION MITIGATION BP15020861	CONSTRUCTION MITIGATION BP...	ROW Site Prep and Erosion Contro Permit I	0		1815	E	CØMMERCIAL	BLVD	O
☐	PM-15020923	SEWER CAP FOR COMPLETE DEMO	SEWER CAP FOR COMPLETE DEMO	P umbing Sewer Cap Permit	0 I		1815 I	E I	COMMERCIAL	BLVD	O
☐	PM-15020861	TOTAL DEMO OF 18,721 SQ FT COMM BLDG ~ ~ ~R-RECHE... I	TOTAL DEMO OF 18,721 SQ FT C... I	Commercia Demo ition Permit I	0		1815	E	CØMMERCIAL	BLVD	O
☐	VIO-CE14121825_1		CJB REAL ESTATE MANAGEMENT LP	Vio ation-CODE Hearing I	0		1815	E	CØMMERCIAL	BLVD	O
☐	CE14121825	L/S FLORIDA PROPERTY SEARCH 0-OPEN CASES	CJB REAL ESTATE MANAGEMENT LP	Code Case	0		1815	E	COMMERCIAL	BLVD	O
☐	PM-14122102	ONSITE DRAINAGE BP 14122067	ONSITE DRAINAGE BP 14122067	P umbing Commercia Permit	0		1815	E	COMMERCIAL	BLVD	
☐	PM-14122101	REMOVE 15" BLACK OLIVE AT 51%, 26" BLACK OLIVE @ ...	REMOVE 15" BLACK OLIVE AT 51...	Landscape Tree Remova -Re ocation Permit I	0		1815	E	COMMERCIAL	BLVD	
☐	PM-14122100	FENCE SCREEN BP 14122067	FENCE SCREEN BP 14122067	Accessory Structure Permit	0		1815	E	COMMERCIAL I	BLVD	
☐	PM-14122099	NEW FLAT ROOF FOR NEW SFR BP 14122067 ~RECHECK B ... I	NEW FLAT ROOF FOR NEW SFR BP...	Re-Roof Permit	0 I		1815 I	E I	COMMERCIAL	BLVD	
☐	PM-14122097	PAVING AND CURB 248 LF BP 14122067	PAVING AND CURB 248 LF BP 14...	ROW Sidewa k and Curb Permit	0		1815	E	CØMMERCIAL	BLVD	
☐	PM-14122095	IRRIGATION SYSTEM AUTOMATIC USING CITY WATER BP ... I	IRRIGATION SYSTEM AUTOMATIC ... I	P umbing Irrigation Permit I	0		1815	E	CØMMERCIAL	BLVD	
☐	PM-14122094	PARKING LIGHTS BP 14122067 I	PARKING LIGHTS BP 14122067 I	E ectrica Commercia Permit I	0		1815	E	CØMMERCIAL	BLVD	
☐	PM-14122093	PLUMBING BP 14122067	PLUMBING BP 14122067	P umbing Commercia Permit	0		1815	E	COMMERCIAL	BLVD	
☐	PM-14122092	MECHANICAL BVP 14122067	MECHANICAL BVP 14122067	Mechanica HVAC New Insta Permit	0		1815	E	COMMERCIAL	BLVD	
☐	PM-14122091	FIRE SPRINKLERS BP 14122067 ~ ~Not need, permit a...	FIRE SPRINKLERS BP 14122067	Sprink er System Aboveground	0		1815	E	COMMERCIAL I	BLVD	O
☐	PM-14122090	ELECTRIC FOR NEW SINGLE STORY RETAIL BP 14122067	ELECTRIC FOR NEW SINGLE STOR...	E ectrica Commercia Permit	0		1815	E	COMMERCIAL	BLVD	
☐	PM-14122067	NEW SINGLE STORY RETAIL BUILDING (SHELL ONLY) ~ ~ ~... I	NEW SINGLE STORY RETAIL BUIL...	Commercia New Construction Permit I	0 I		1815 I	E I	CØMMERCIAL	BLVD	
☐	VIO-CE14110652_1		CJB REAL ESTATE MANAGEMENT LP	Vio ation-CODE Hearing I	0		1815	E	CØMMERCIAL	BLVD	O
☐	CE14110652	OPERATING A BUSINESS WITHOUT A LICENSE OR PERMITS I	CJB REAL ESTATE MANAGEMENT LP I	Code Case	0		1815	E	COMMERCIAL	BLVD	O
☐	PL-R14016	R1 -	1815 PLAZA- 9,243 SF 1 STORY...	DRC- Site P an (Leve II, III, IV)	0		1815	E	COMMERCIAL	BLVD	O
☐	PM-14030750	BACKFLOW RECERTIFICATION	BACKFLOW RECERTIFICATION	P umbing Backf ow Insta ation Permit I	0		1815	E	CØMMERCIAL	BLVD	
☐	PL-33COC13	ZCOC -	EAST WEST MEDICAL	Z- Zoning Verification Letter	0		1815	E	COMMERCIAL	BLVD	O
☐	PL-110ZL12	ZVL -	ZONING VERIFICATION LETTER-H...	Z- Zoning Verification Letter	0		1815	E	COMMERCIAL	BLVD	O
☐	PL-211COC12	ZCOC - SPACE 105 AND 106	HOLISTIX	Z- Zoning Verification Letter	0 I		1815 I	E I	COMMERCIAL	BLVD	O
☐	PM-12011274	ATF # 101 REPLACE 4 TON AC 10 KW HEAT I	ATF # 101 REPLACE 4 TON AC ...	Mechanica HVAC Changeout Permit	0		1815	E	COMMERCIAL	BLVD	O
☐	PM-12011273	# 202 REPLACE 4 TON AC 10 KW HEAT	# 202 REPLACE 4 TON AC 10 K...	Mechanica HVAC Changeout Permit I	0		1815	E	COMMERCIAL	BLVD	O
☐	PL-336COC11	ZCOC -	BRIGHTSTAR OF FORT LAUDERDALE I	Z- Zoning Verification Letter	0		1815	E	CØMMERCIAL	BLVD	O
☐	PL-261COC11	ZCOC -	EAST WEST MEDICAL	Z- Zoning Verification Letter	0 I		1815	E	COMMERCIAL	BLVD	O
☐	BL-1502139	CHIROPRACTORI	OGORMAN,KIMBERLY ANN I	Professiona Business Tax Receipt (State,County,Federa ,Registered, etc.)	0		1819 I	E	CØMMERCIAL	BLVD	
☐	BL-10022111		XIAOQIN,LI I	Professiona Business Tax Receipt (State,County,Federa ,Registered, etc.)	0 I		1815	E	CØMMERCIAL	BLVD	O
☐	PM-10091448	RECERTIFY BACKFLOW RP 2 INCH	RECERTIFY BACKFLOW RP 2 INCH	P umbing Backf ow Insta ation Permit I	0		1815	E	COMMERCIAL	BLVD	O
☐	PM-09052089	INSTALL ALARM SYSTEM 1 PANEL 3 DEVICES I	INSTALL ALARM SYSTEM 1 PANEL... I	E ectrica Burg ar Alarm	0 I		1815 I	E I	COMMERCIAL I	BLVD	O

Record

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☐	Record, Permit, or Account #	Record Description	Application Name	Record Type	Balance	Planner Name	Street #
☐	PL-5-M-08	M - CVS 3410 ...	VACATE EASEMENT I	DRC- Vacation of Easement	664		1815
☐	PL-3-M-08	M - CVS 30410 ...	EASEMENT VACATION	DRC- Vacation of Easement	664 I		1815
☐	PL-1-ZR-08	FLEX - CVS #0410 ...	SPR W/FLEX	DRC- Site Plan (Leve II, III, IV)	0		1815 I
☐	PM-06091007	BACKFLOW RECERTIFICATION 1	BACKFLOW RECERTIFICATION 1	P umbing Backfow Insta ation Permit I	0		1815
☐	PM-06072273	INSTALL BURGLAR SYSTM 1 PANEL & 3 DEVICES I	INSTALL BURGLAR SYSTM 1 PANE...	E ectrica Burg ar A arm	0		1815
☐	PM-06021626 I	REROOF SHINGLE ROOF 12213SQ FT	REROOF SHINGLE ROOF 12213SQ FT I	Re-Roof Permit	0		1815
☐	PM-05090853	RECERTIFY 2" RP BACKFLOW	RECERTIFY 2" RP BACKFLOW	P umbing Backfow Insta ation Permit	0		1815
☐	PM-04042409 I	RECERTIFY 2" RP BACKFLOW	RECERTIFY 2" RP BACKFLOW	P umbing Backfow Insta ation Permit I	0		1815
☐	PM-03070613	ELECTRIC TO RENOVATION 03051168 SUITE-105	ELECTRIC TO RENOVATION 03051...	E ectrica Commercia Permit	0		1815
☐	PM-03051168	1ST FL TENANT ALT REHAB CTR	1ST FL TENANT ALT REHAB CTR	Commercia A teration Permit	0 I		1815 I
☐	PM-03041840	NEW CONCRETE SIDEWALK -HANDICAP ACCESSIBILITY I	NEW CONCRETE SIDEWALK -HANDI...	Commercia Paving Permit	0		1815
☐	PM-02091536	INSTALL ALARM 1 PANEL 3 DEVICES	INSTALL ALARM 1 PANEL 3 DEVICES	E ectrica Burg ar A arm	0		1815
☐	PM-01110869	INSTALL (1) 70CFM EXHAUST FAN	INSTALL (1) 70CFM EXHAUST FAN	Mechanica Commercia Permit	0		1815
☐	PM-01050797	INSTALL ACCESSIBLE CONRETE CURB RAMPS & RESTR... I	INSTALL ACCESSIBLE CONRETE C... I	Commercia Paving Permit	0		1815
☐	PM-01050091 I	#103 REPLACE W/ 5 TON TRANE, 10.0 SEER	#103 REPLACE W/ 5 TON TRANE,...	Mechanica HVAC Changeout Permit	0		1815
☐	CE98070259	check a 10 business	BOSCO,C & JANE	Code Case	0		1815
☐	VIO-CE98070259 1 I	check a 10 business	BØSCØ,C & JANE I	Vio ation-CODE Hearing I	0 I		1815
☐	CE98061534	COLLECTED CHEQUE	BOSCO,C & JANE	Code Case	0		1815
☐	CE98061535	NEW-COLLECTED CHEQUE I	BOSCO,C & JANE	Code Case	0		1815
☐	CE98061536	10 CURRENT LICENSES	BOSCO,C & JANE	Code Case	0		1815
☐	VIO-CE98061534 1	COLLECTED CHEQUE	BOSCO,C & JANE	Vio ation-CODE Hearing	0		1815
☐	VIO-CE98061535 1	NEW-COLLECTED CHEQUE I	BOSCO,C & JANE	Vio ation-CODE Hearing	0		1815
☐	VIO-CE98061536 1	10 CURRENT LICENSES	BOSCO,C & JANE	Vio ation-CODE Hearing	0		1815
☐	CE98040382	ckecking marque	BOSCO,C & JANE	Code Case	0		1815
☐	VIO-CE98040382 1	ckecking marque	BOSCO,C & JANE I	Vio ation-CODE Hearing I	0 I		1815



CITY OF FORT LAUDERDALE

PUBLIC NOTICE

BOARD OF ADJUSTMENT MEETING

DATE: June 11th, 2025

TIME: 6:00 P.M.

CASE: PLN-BOA-25040004

Sec. 5-27 -Distances of establishments from church or school

- Requesting a special exception from the required minimum distance separation of five hundred (500) feet between establishments selling alcoholic beverages and an established church. The business is located one hundred seventy-six (176) feet from a church, a total reduction request of three hundred and twenty-four (324) feet.

MEETING LOCATION: DEVELOPMENT SERVICES DEPARTMENT
700 N.W. 19TH AVENUE
FORT LAUDERDALE, FL., 33311
CONTACT: 954-828-6506

TO WATCH AND LISTEN TO THE BOARD OF ADJUSTMENT MEETING:
www.fortlauderdale.gov/FLTV , www.youtube.com/cityoffortlauderdale or Cable
Television- Comcast Channel 78 and AT&T U-Verse Channel 99
TO VIEW MORE INFORMATION ABOUT THIS ITEM:
www.fortlauderdale.gov/government/BOA



This Notice is the property of the City of Fort Lauderdale. In accordance with City Code Section 16-29, It shall be unlawful for any person to injure, cut, break or destroy in any manner any building or other thing belonging to or under the control of the City. Persons marring or removing the Notice may be subject to fine and/or imprisonment.

In accordance with City Code Section 47-27.2A. H The sign shall remain on the property until final disposition of the application. This shall include any deferral, rehearing, appeal, request for review or hearing by another body. The sign information shall be changed as provided in subsection A.3.a



Page 4: Sign Notification Requirements and Affidavit

SIGN NOTICE

Applicant must **POST SIGNS** (for Board of Adjustment) according to Sec. 47-27.2 Types of Public Notice and 47-27.9 Variance, Special Exception, Temporary Non-Conforming Use, Interpretation requires the following notice:

- Sign Notice shall be given by the applicant by posting a sign provided by the City stating the time, date, and place of the Public Hearing on such matter on the property which is the subject of an application for a development permit. If more than one (1) public hearing is held on a matter, the date, time, and place shall be stated on the sign or changed as applicable.
- The sign shall be posted at least fifteen (15) days prior to the date of the public hearing.
- The sign shall be visible from adjacent rights-of-way, including waterways, but excepting alleys.
- If the subject property is on more than one (1) right-of-way, as described above, a sign shall be posted facing each right-of-way.
- If the applicant is not the owner of the property that is subject of the application, the applicant shall post the sign on or as near to the subject property as possible subject to the permission of the owner of the property where the sign is located or, in a location in the right-of-way if approved by the City.
- If the sign is destroyed or removed from the property, the applicant is responsible for obtaining another sign from the City and posting the sign on the property.
- The sign shall remain on the property until final disposition of the application. This shall include any deferral, rehearing, appeal, request for review or hearings by another body. The sign information shall be changed as above to reflect any new dates.
- The applicant shall, five (5) days prior to the public hearing, execute and submit to the department an affidavit of proof of posting of the public notice sign according to this section. If the applicant fails to submit the affidavit the public hearing will be postponed until the next hearing after the affidavit has been supplied.

AFFIDAVIT OF POSTING SIGNS

STATE OF FLORIDA

BROWARD COUNTY

BOA CASE NO. PLN-BOA-25040004

APPLICANT: Roberto Velez

PROPERTY: 1823 E Commercial Boulevard, Fort Lauderdale, FL 33308

PUBLIC HEARING DATE: June 11, 2025

BEFORE ME, the undersigned authority, personally appeared Roberto Velez, who upon being duly sworn and cautioned, under oath deposes and says:

- Affiant is the Applicant in the above cited City of Fort Lauderdale **Board or Commission** Case.
- The Affiant/Applicant has posted or has caused to be posted on the Property the signage provided by the City of Fort Lauderdale, which such signage notifies the public of the time, date and place of the Public Hearing on the application for relief before the **Board or Commission**.
- That the sign(s) referenced in Paragraph two (2) above was posted on the Property in such manner as to be visible from adjacent streets and waterways and was posted at least **fifteen (15)** days prior to the date of the Public Hearing cited above and has remained continuously posted until the date of execution and filing of this Affidavit. Said sign(s) shall be visible from and within twenty (20) feet of streets and waterways, and shall be securely fastened to a stake, fence, or building.
- Affiant acknowledges that the sign must remain posted on the property until the final disposition of the case before the **Board or Commission**. **Should the application be continued, deferred, or re-heard, the sign shall be amended to reflect the new dates.**
- Affiant acknowledges that this Affidavit must be executed and filed with the Zoning & Landscaping Division **five (5)** calendar days prior to the date of Public Hearing and if the Affidavit is not submitted, the Public Hearing on this case shall be cancelled.
- Affiant is familiar with the nature of an oath or affirmation and is familiar with the laws of perjury in the State of Florida and the penalties, therefore.

NOTE: I understand that if my sign is not returned within the prescribed time limit as noted in Sec. 47.27.2. of the City of Fort Lauderdale ULCR, I will forfeit my sign deposit. _____ (initial here)

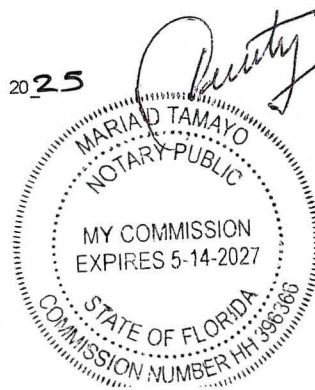
Roberto Velez
Affiant

SWORN TO AND SUBSCRIBED before me in the County and State above aforesaid this 27 day of May, 2025

(SEAL)

NOTARY PUBLIC

MY COMMISSION EXPIRES: 05/14/27







TO WATCH AND LISTEN TO THE BOARD OF ADJUSTMENT MEETING:
www.fortlauderdale.gov/TV www.youtube.com/c/fortlauderdale or Cable
 Television- Comcast Channel 78 and AT&T U-Verse Channel 99
 TO VIEW MORE INFORMATION ABOUT THIS ITEM:
www.fortlauderdale.gov/government/BOA



BankUnited

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EL BALCON DE LAS AMERICAS
Dynamic Chiropractic
Select PHYSICAL THERAPY

Public Notice
Notice of the City of Miami
Office of the City Manager
City of Miami
1111 Brickell Avenue, Suite 1000
Miami, Florida 33131
Phone: (305) 375-2000
Fax: (305) 375-2001
Website: www.miamigov.com



 **CITY OF FORT LAUDERDALE**
PUBLIC NOTICE

BOARD OF ADJUSTMENT MEETING
DATE: June 11th, 2025 TIME: 6:00 P.M. CASE: PLN-BOA-20240004

Sec. 5-27 - Distances of establishments from church or school

- Requesting a special exception from the required minimum distance separation of five hundred (500) feet between establishments selling alcoholic beverages and an established church. The business is located one hundred seventy-six (176) feet from a church, a total reduction request of three hundred and twenty-four (324) feet.

APPROVED FOR THE CITY OF FORT LAUDERDALE BY THE BOARD OF ADJUSTMENT
DATE: 06/03/2025 BY: [Signature]
FOR THE CITY OF FORT LAUDERDALE BY: [Signature]
FOR THE CITY OF FORT LAUDERDALE BY: [Signature]

THE BOARD OF ADJUSTMENT IS THE BOARD OF AN ADJUDICATORY AGENCY
AND IS SUBJECT TO THE RULES OF THE FLORIDA JUDICIAL BRANCH. A COURT
MAY REVIEW ANY DECISION OF THE BOARD OF ADJUSTMENT. A COURT
MAY REVIEW ANY DECISION OF THE BOARD OF ADJUSTMENT. A COURT
MAY REVIEW ANY DECISION OF THE BOARD OF ADJUSTMENT.



DEVELOPMENT SERVICES DEPARTMENT

ZONING & LANDSCAPING DIVISION

BOARD OF ADJUSTMENT (BOA) APPLICATION FORM

REV: 03/18/2024 APPLICATION FORM: BOA



GENERAL INFORMATION

BOARD OF ADJUSTMENT REVIEW PROCESS AND APPLICATION SUBMITTAL

BOARD OF ADJUSTMENT MEETING REQUEST: Prior to the submittal of the Board of Adjustment application, applicants are required to schedule a meeting request with Zoning and Landscaping Division staff to obtain feedback regarding the proposed variance, special exception, or other applications. The meeting includes general guidance on the submittal and process for the application type. To request a meeting with staff, [email request to the Board of Adjustment](#).

APPLICATION DEADLINE: Submittals must be received by 5:00 PM each business day. Pursuant to Section 47-24.12, the Department will review all applications to determine completeness within five (5) business days. Applicants will be notified via e-mail, if application survey, plans and other documentation do not meet the submittal requirements and if changes are required. The applicable [Meeting Dates and Deadlines](#) can be found on the City's website at the Board of Adjustment webpage. Staff will provide guidance once an application has been submitted to the City.

ONLINE SUBMITTAL PROCESS: Submittals must be conducted through the [City's online citizen access portal and payment of fees, LauderBuild](#). LauderBuild requires the creation of an online account to submit a complete application. To access submittal requirements and standards please visit the [LauderBuild Flip Room](#). Staff will provide guidance once an application has been submitted to the City.

DETERMINATION OF COMPLETENESS: Submittals are reviewed for completeness to ensure the application submittal contains all the required information including plans, survey, proof of ownership, narratives, and other pertinent documentation. The City will notify the applicant within five (5) business days from submittal with a determination of completeness. The notification will be sent via email and will indicate application completeness or incompleteness with required changes. [BOA Flow Chart](#).

PAYMENT OF 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, special advertising, re-advertising and any other costs associated with the application submittal 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. Applicants will receive invoices electronically indicating the applicable fee(s). Note, there are fees at various stages of review depending on application type. All fees are paid online.

PUBLIC SIGN NOTICE: Board of Adjustment (BOA) application, and certain applications are subject to public sign notice. Affidavits must be completed and submitted to the city stated compliance that such has been completed. The affidavit form can be found in this package on page 4 and on the City's website.

EXAMPLE VARIANCE SUBMITTAL

Click to access the Board of Adjustment (BOA) page to view previous [Board of Adjustment \(BOA\) agendas, case backlog, minutes and resolutions](#).

QUESTIONS: Questions regarding the Board of Adjustment process or LauderBuild, contact us by phone or email at: boardofadjustment4torlauderdale.gov

Phone: 954-828-6520, Option 5.

INSTRUCTIONS: The following information is required pursuant to the City's Unified Land Development Regulations (ULDR). The Board of Adjustment application form must be filled out accurately and all applicable sections must be completed. Complete the sections indicated for application, type N/A for those section items not applicable. Select the application type below and complete entire application form.

Application Type	(Select the application type from the list below and complete pages 1-4 of the application)	FEES
☒	Requesting a Variance/Special Exception/Interpretation (Before)	\$2,332
☐	Requesting a Variance/Special Exception/Interpretation (After)	\$2,968
☐	Requesting Variance/Special Exception/Interpretation for Residential Accessory Structures & Existing Non-Conforming Structures (Homesteaded Only) (Before)	\$689
☐	Requesting a Variance/Special Exception/Interpretation for Residential Accessory Structures & Existing Non-Conforming Structures (Homesteaded Only) (After)	\$901
☐	Request for Continuance	\$954
☐	Request for Rehearing	\$318
☐	Rehearing Request before the board	\$1,219

Page 1: BOA - Applicant Information Sheet

INSTRUCTIONS: The following information is required pursuant to the City's Unified Land Development Regulations (ULDR). While the information requested in this application is the minimum required to proceed please be aware additional information may be required to fully address the variance(s) and/or special exception(s) requested. The application form must be filled out accurately and all applicable sections must be completed. Please print or type and answer all questions. Do Not leave any sections Blank. Indicate N/A if a question does not apply.

Case Number	PLN-BOA-25040004
	APRIL/25/2025

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

Property Owner's Name	Brewers Hill Development Group LP
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	400 E 67 ST #23A, New York, NY 10065
E-mail Address	jbray2727@mac.com
Phone Number	9544452673
Proof of Ownership	☒ Warranty Deed or ☒ Tax Record

NOTE: If **AGENT** is to represent **PROPERTY OWNER**, an agent authorization form is required (must be notarized)

Applicant / Agent's Name	Rodolfo Velez
Applicant / Agent's Signature	<i>[Signature]</i>
Address, City, State, Zip	12015 NW 83 place, Parkland, FL 33076
E-mail Address	elbalconviii@gmail.com
Phone Number	7542043838
Agent Authorization Form Submitted	☐

Include ANY Related code case/permit #	BT-LIQ-25030002
Existing / New	Existing: ☒ New: ☐
Project Address	Address: 1823 E COMMERCIAL BLVD FORT LAUDERDALE, FL 33308
Legal Description	See survey
Tax ID Folio Numbers (For all parcels in development)	4942 13 04 0340
Variance/Special Exception Request (Provide a brief description of your request)	Requesting Special Exception to allow beer and wine (2COP license) at a Colombian restaurant within minimum distance to a church.
Applicable ULDR Sections (Include all code sections)	5-27

Current Land Use Designation	Commercial
Current Zoning Designation	CF
Current Use of Property	Colombian Restaurant
Site Adjacent to Waterway	☐ Yes ☒ No

Setbacks (indicate direction N, S, E, W)			Required	Proposed
Front			N/A	N/A
Side			N/A	N/A
Side			N/A	N/A
Rear			N/A	N/A

Page 2a: Board of Adjustment (BOA) Criteria for Variance Request

Answer **All** questions on this page only *if* you are applying for a **VARIANCE**. If additional space is needed attach an additional page(s) to this page. *If* you are applying for a Special Exception, print or type N/A for the questions below and complete page 2b of this application. Note: A narrative must be submitted in addition to this page.

SPECIFIC REQUEST: State the specific request according to the ULDR or other provisions of the Code.

N/A

CRITERIA: Applicant must demonstrate a unique hardship attributable to the land by proving by a preponderance of the evidence for all of the following criteria. Please answer the following criteria completely. While some criteria may seem duplicative the response should be tailored specifically to each. Per section 47-24.12. A 4,

a. Special conditions and circumstances affect the property at issue which prevent the reasonable use of such property; and

N/A

b. Circumstances which cause the special conditions are peculiar to the property at issue, or to such a small number of properties that they clearly constitute marked exceptions to other properties in the same zoning district; and

N/A

c. Literal application of the provisions of the ULDR would deprive the applicant of a substantial property right that is enjoyed by other property owners in the same zoning district. (It shall be of no importance to this criterion that a denial of the variance sought might deny to the owner a more profitable use of the property, provided the provisions of the ULDR still allow a reasonable use of the property; and

N/A

d. The unique hardship is not self-created by the applicant or his predecessors, nor is it the result of mere disregard for, or ignorance of, the provisions of the ULDR or antecedent zoning regulations; and

N/A

e. The variance is the minimum variance that will make possible a reasonable use of the property and that the variance will be in harmony with the general purposes and intent of the ULDR and the use as varied will not be incompatible with adjoining properties or the surrounding neighborhood or otherwise detrimental to the public welfare.

N/A

AFFIDAVIT: I, _____ the Owner/Agent of said property ATTEST that I am aware of the following:

1. In order to be entitled to the relief requested in the application an affirmative vote of a majority plus one of the Board of Adjustment is required;
2. That in granting the relief requested, the Board of Adjustment is limited to the authority vested in the Board by the ULDR and that the Board may not grant the relief requested unless the applicant proves all the criteria specified in the ULDR have been met;
3. That the granting of relief by the Board does not exempt the applicant or owner of record from the responsibilities of obtaining all applicable permits or approvals as may be required by law for both new and existing structures;
4. That if the relief requested is granted by the Board, the applicant must secure a building permit to implement the relief requested within one hundred eighty (180) days of the entry of the final order of the Board, or within such lesser time as the Board may proscribe and that failure to procure the necessary permits within the time so proscribed shall render the variance or special exception null and void;
5. That if the Board denies the request for relief, then no additional application for the same or substantially the same relief may be entertained by the Board within two (2) years of the date of entry of the final order of denial.

(Signature)

SWORN TO AND SUBSCRIBED before me in the County and State above aforesaid this _____ day of _____, 20__

(SEAL)

NOTARY PUBLIC
MY COMMISSION EXPIRES:

Page 2b: Board of Adjustment (BOA) Criteria for Special Exception Request

Answer ~~all~~ questions on this page only if you are applying for a SPECIAL EXCEPTION. If additional space is needed, attach an additional page(s) to this page. if you are applying for a Variance, print or type N/A for the questions below and complete page 2a of this application form. Note, A narrative must be submitted in addition to this page.

SPECIFIC REQUEST: State the specific request according to the ULDR or other provisions of the Code.

Requesting Special Exception under ULDR 5-27 to allow the on-premises consumption of beer and wine (2COP license) at a Colombian restaurant within the minimum distance to a church.

CRITERIA: A special exception shall be granted upon demonstration by a preponderance of the evidence of all of the following criteria. Please answer the following criteria completely. While some criteria may seem duplicative the response should be tailored specifically to each. Per section 47-24.12 A.5.

a. Whether the proposed development or use meets the requirements for a special exception as provided by the ULDR; and

The proposed use meets the requirements for a Special Exception under ULDR 5-27. Alcohol sales are incidental to food sales. The establishment operates primarily as a family-friendly, full-service Colombian restaurant, with beer and wine complementing meals. The operation will not negatively impact the surrounding neighborhood or be contrary to the public interest.

b. Granting of the special exception shall not be incompatible with adjoining properties or the surrounding neighborhood or otherwise contrary to the public interest.

Granting of the Special Exception shall not be incompatible with adjoining properties or the surrounding neighborhood or otherwise contrary to the public interest. The restaurant has a long-standing positive presence in the community. The addition of beer and wine service is intended to complement meals and align with similar uses permitted in the area without generating any detrimental impacts.

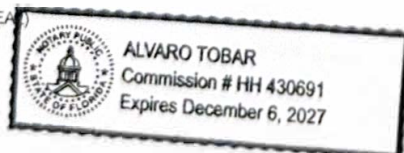
AFFIDAVIT: I, ROBERTO VELEZ the Owner/Agent of said property ATTEST that I am aware of the following:

1. In order to be entitled to the relief requested in the application an affirmative vote of a majority plus one of the Board of Adjustment is required;
2. That in granting the relief requested, the Board of Adjustment is limited to the authority vested in the Board by the ULDR and that the Board may not grant the relief requested unless the applicant proves all the criteria specified in the ULDR have been met;
3. That the granting of relief by the Board does not exempt the applicant or owner of record from the responsibilities of obtaining all applicable permits or approvals as may be required by law for both new and existing structures;
4. That if the relief requested is granted by the Board, the applicant must secure a building permit to implement the relief requested within one hundred eighty (180) days of the entry of the final order of the Board, or within such lesser time as the Board may proscribe and that failure to procure the necessary permits within the time so proscribed shall render the variance or special exception null and void;
5. That if the Board denies the request for relief, then no additional application for the same or substantially the same relief may be entertained by the Board within two (2) years of the date of entry of the final order of denial.

(Signature)

SWORN TO AND SUBSCRIBED before me in the County and State above aforesaid this 2 day of May, 2025

(SEA)



NOTARY PUBLIC
MY COMMISSION EXPIRES:

LIMITED PARTNERSHIP AGREEMENT

OF

BREWERS HILL DEVELOPMENT GROUP, L.P.

(a Pennsylvania Limited Partnership)

This **PARTNERSHIP AGREEMENT** (this "**Agreement**") of Brewers Hill Development Group, L.P. (the "**Partnership**"), dated December 1, 2013 (the "**Effective Date**"), is made by and among **RUCKUS INVESTMENT PROPERTIES, LLC** (the "**General Partner**"), **JOSHUA WOOD** ("**Wood**") and **ALEXANDER FRIEDMAN** ("**Friedman**"), together with Wood collectively referred to as the "**Limited Partners**").

WHEREAS, on March 8, 2013 (the "**Formation Date**"), the Partnership was formed by the Founders and organized under the laws of the State of Pennsylvania under the Pennsylvania Revised Uniform Limited Partnership Law (the "**Pennsylvania Act**").

NOW, THEREFORE, in consideration of the premises and mutual covenants stated herein, the Partners agree as follows:

ARTICLE I
DEFINITIONS

For purposes of this Agreement the following terms shall have the following meanings:

1.1 "**AAA**" has the meaning provided in **Section 11.15**.

1.2 "**Accountants**" means the firm of independent certified public accountants designated by the General Partner from time to time to serve as the accountants for the Partnership.

1.3 "**Adjusted Capital Account Deficit**" means, with respect to any Partner, the deficit balance, if any, in such Partner's Capital Account as of the relevant Allocation Year, after giving effect to the following adjustments:

(a) credit to such Capital Account any amounts that such Partner is obligated to restore or is deemed obligated to restore as described in the penultimate sentence of Treasury Regulations Section 1.704-2(g)(1) and in Treasury Regulations Section 1.704-2(i)(5); and

(b) debit to such Capital Account the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) to the extent relevant thereto and shall be interpreted consistently therewith.

1.4 “Affected Partner” has the meaning provided in **Section 9.4(i)**.

1.5 “Affiliate” means (i) any Person directly or indirectly controlling, controlled by, or under common control with, the referenced Person and (ii) any officer or director of or partner or Partner in either the referenced Person or any Person described in (i) above. For purposes of the above, the term “control” (including “controlling” and “controlled”) shall mean the possession, direct or indirect, of the power to direct or to cause the direction of the management and policies of a Person, whether through the ownership of voting interests, by contract, or otherwise.

1.6 “Agreement” has the meaning provided in the preamble.

1.7 “Allocation Year” means (i) the period commencing on the Effective Date and ending on December 31, 2013, (ii) any subsequent period commencing on January 1 and ending on the following December 31, or (iii) any portion of the period described in clause (i) or (ii) for which the Partnership is required to allocate Profits, Losses and other items of Partnership income, gain, loss or deduction pursuant to **Article VIII**.

1.8 “Bankruptcy” shall be deemed to have occurred as to a Person when (i) such Person shall have commenced a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended or replaced, or under any other applicable federal or state bankruptcy or insolvency law, or (ii) a decree or order for relief under any of such laws shall have been entered by any court having jurisdiction in the premises in respect of such Person, or a receiver, liquidator, assignee, custodian, trustee or similar official shall have been appointed for such Person or any substantial part of such Person’s property, or the winding-up or liquidation of such Person’s affairs shall have been ordered, and in connection with the foregoing provisions of this clause (ii) either such Person shall have applied for or consented to such decree, order or appointment or such decree, order or appointment shall have continued unstayed and in effect for a period of 90 days (whether or not consecutive), or (iii) such Person shall have made an assignment for the benefit of creditors, or (iv) such Person shall have generally admitted in writing the inability to pay such Person’s debts as such debts become due.

1.9 “Capital Account” means the separate capital account established and maintained for each Partner pursuant to **Section 3.7**.

1.10 “Class A Partner Loans” means any financing provided by a Class A Partner pursuant to **Section 3.6**.

1.11 “Class A Partner” means a Partner holding Class A Units, in such Partner’s capacity as a holder of Class A Units.

1.12 “Class A Units” has the meaning provided in **Section 3.3(i)**.

1.13 “Class B Partner” means a Partner holding Class B Units, in such Partner’s capacity as a holder of Class B Units.

1.14 “Class B Units” has the meaning provided in **Section 3.3(ii)**.

1.15 “**Class C Partner**” means a Partner holding Class C Units, in such Partner’s capacity as a holder of Class C Units.

1.16 “**Class C Units**” has the meaning provided in **Section 3.3(iii)**.

1.17 “**Code**” means the Internal Revenue Code of 1986.

1.18 “**Competing Business**” means any of the following activities: web or application development; mobile technology¹, specifically to software or applications; and marketing and advertisement.

1.19 “**Confidential Information**” has the meaning provided in **Section 5.4**.

1.20 “**Contract**” means any agreement, contract, commitment, purchase order, undertaking, instrument, or other binding understanding, whether written or oral.

1.21 “**Depreciation**” means, for each Allocation Year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such period for federal income tax purposes, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such period bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the General Partner.

1.22 “**Drag-Along Partner**” has the meaning set forth in **Section 9.6(i)**.

1.23 “**Drag-Along Notice**” means, with respect to a Drag-Along Sale, any written notice of such Drag-Along Sale that identifies (i) the name and the address of the Drag-Along Purchaser, (ii) the proposed consideration to be paid by the Drag-Along Purchaser, (iii) the proposed closing date of such Drag-Along Sale, and (iv) the other material terms and conditions of such Drag-Along Sale.

1.24 “**Drag-Along Purchaser**” has the meaning set forth in **Section 9.6(i)**.

1.25 “**Drag-Along Sale**” has the meaning set forth in **Section 9.6(i)**.

1.26 “**Drag-Along Sale Closing**” has the meaning set forth in **Section 9.6(ii)**.

1.27 “**Effective Date**” has the meaning provided in the preamble.

1.28 “**Entity**” means a Person that is not a natural Person.

1.29 “**Events of Dissolution**” has the meaning provided in **Section 10.1**.

1.30 “Fair Market Value” means, with respect to an asset, business, or enterprise, and except as otherwise expressly provided herein, the fair market value of such asset, business, or enterprise, respectively, as determined in good faith by the General Partner.

1.31 “Family” means, with respect to any Person who is an individual, such Person’s spouse, lineal ancestors or descendants by birth or adoption, siblings, and trusts for the exclusive benefit of such Person, any of the foregoing individuals, or any combination thereof.

1.32 “Fiscal Year” has the meaning provided in **Section 6.1**.

1.33 “Formation Date” has the meaning provided in the recitals.

1.34 “Founders” mean Wood and Friedman.

1.35 “Free Transfer Period” has the meaning provided in **Section 9.2(v)**.

1.36 “General Partner” has the meaning provided in the preamble.

1.37 “Gross Asset Value” means with respect to any asset, the adjusted basis of the asset for federal income tax purposes, except as follows:

(a) the initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset, as determined by the General Partner;

(b) the Gross Asset Values of the assets of the Partnership shall be adjusted to equal their respective gross fair market values (taking Section 7701(g) of the Code into account), as reasonably determined by the General Partner as of the following times: (i) the acquisition of an additional interest in the Partnership by a new or existing Partner in exchange for a more than *de minimis* capital contribution; (ii) the distribution by the Partnership to a Partner of more than a *de minimis* amount of property as consideration for an interest in the Partnership; (iii) the liquidation of the Partnership within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g) (which adjustment shall be made to all of the property of the Partnership); and (iv) in connection with the grant of a more than *de minimis* interest in the Partnership as consideration for the provision of services to or for the benefit of the Partnership by an existing Partner acting in a partner capacity, or by a new Partner acting in a partner capacity in anticipation of being a Partner; *provided* that an adjustment described in clause (i), (ii) and (iv) of this paragraph shall be made only if the General Partner reasonably determines that such adjustment is necessary to reflect the relative economic interests of the Partners in the Partnership;

(c) the Gross Asset Value of any asset distributed to any Partner shall be adjusted to equal the gross fair market value (taking Section 7701(g) of the Code into account) of such asset on the date of distribution as reasonably determined by the General Partner; and

(d) the Gross Asset Values of the assets of the Partnership shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Section 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) and subparagraph (f) of the definition of “Profits” and “Losses” or Section 8.3(vii)

hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (d) to the extent that an adjustment pursuant to subparagraph (b) is required in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (a), (b) or (d), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset, for purposes of computing Profits and Losses.

1.38 “Included Tag-Along Units” means, with respect to a Proposed Tag-Along Sale and a Partner (either the Founders or a Tag-Along Electing Partner) selling Units in such Proposed Tag-Along Sale, the aggregate number of Units that such Partner is to sell at the Tag-Along Closing with respect to such Tag-Along Sale.

1.39 “Initial Public Offering” means a registered public offering of Securities of (i) the Partnership, (ii) a Subsidiary of the Partnership or (iii) any newly formed company for the purpose of effecting an initial public offering.

1.40 “IRS Notice” has the meaning provided in **Section 6.8**.

1.41 “Key Partnership Contact” means: (i) any director, manager, officer, executive, employee, consultant, customer, supplier, or creditor of the Partnership; (ii) any Person with which the Partnership has a material business relationship; (iii) any licensor to the Partnership; and (iv) any licensee of any right from the Partnership.

1.42 “Law” means any constitution, law, statute, treaty, rule, directive, ordinance, requirement, compact or agreement with or by any governmental entity, order or rules or regulations of any self-regulatory organization.

1.43 “Limited Partner” has the meaning provided in the preamble.

1.44 “Liquidating Trustee” has the meaning provided in **Section 10.2**.

1.45 “Net Cash Income” means, with respect to a given time period, the gross cash proceeds received by the Partnership during such time period from operations, sales, other dispositions, financings and refinancings or any other source, less all cash by the Partnership used during such time period to pay Partnership current operating expenses, costs and liabilities (including interest on any Class A Partner Loans as provided in **Section 3.6**). For the avoidance of doubt, Net Cash Income shall not be reduced by non-cash charges, including depreciation or amortization and Net Cash Income shall not be increased by non-cash assets, including accounts receivable.

1.46 “Pennsylvania Act” has the meaning provided in the recitals.

1.47 “Newco Shares” has the meaning provided in **Section 11.1**.

1.48 “Nonrecourse Deductions” has the meaning assigned to the term “nonrecourse deductions” in Treasury Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

1.49 “Non-Selling Partners” has the meaning provided in **Section 9.2(i)**.

1.50 “**Notice**” means a notice, request, demand, waiver, or other communication.

1.51 “**Offer**” has the meaning provided in **Section 9.2(i)**.

1.52 “**Offeree Notice**” has the meaning provided in **Section 9.2(iii)**.

1.53 “**Partnership**” has the meaning given that term in the introductory paragraph of this Agreement.

1.54 “**Partnership Minimum Gain**” has the meaning ascribed the term “partnership minimum gain” in Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

1.55 “**Partner**” means any General Partner or Limited Partner.

1.56 “**Partner Nonrecourse Debt**” has the meaning assigned to the term “partner nonrecourse debt” in Treasury Regulations Section 1.704-2(b)(4).

1.57 “**Partner Nonrecourse Debt Minimum Gain**” means that amount determined in accordance with the principles of Treasury Regulations Section 1.704-2(i)(3) pertaining to “partner nonrecourse debt minimum gain”.

1.58 “**Partner Nonrecourse Deductions**” has the meaning assigned to the term “partner nonrecourse deductions” in Treasury Regulations Sections 1.704-2(i)(1) and 1.704-2(i)(2).

1.59 “**Partnership Rights**” means, with respect to a Partner, all of the rights of such Partner in the Partnership, including such Partner’s: (i) Percentage Interest; (ii) right to inspect the Partnership’s books and records²; and (iii) the right, if any, to participate in the management and affairs of the Partnership and vote on matters coming before the Partnership.

1.60 “**Percentage Interests**” means, with respect to a Partner at a given time, a fraction (expressed as a percentage), the numerator of which is the number of Units that such Partner holds at such time (excluding any unvested Units) and the denominator of which is the total number of Units held by all Partners at such time (excluding any unvested Units). The Percentage Interest as of the Effective Date is set out in **Exhibit A**.

1.61 “**Person**” means any person, firm, corporation, partnership, limited liability company, association, company, trust, estate custodian, nominee or any other individual or entity.

1.62 “**Pre-Key Transaction**” means any of the following actions taken in anticipation of or otherwise in connection with an Initial Public Offering: (i) a transfer of all or substantially all of the Partnership’s assets or Units to a newly formed entity; (ii) a merger or consolidation of the Partnership into or with a newly formed entity; or (iii) another restructuring of all or substantially all of the Partnership’s assets or Units into a newly formed entity, including by way of the conversion of the Partnership into a corporation.

² Ruckus to confirm inspection rights.

1.63 “Profits” and “Losses” means, for each Allocation Year or other period, an amount equal to the Partnership’s taxable income or loss for such Allocation Year or other period determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments (without duplication):

(a) any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses shall be included;

(b) any expenditures of the Partnership described in Section 705(a)(2)(B) of the Code (including expenditures treated as such pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i)), and not otherwise taken into account in computing Profits or Losses, shall be subtracted;

(c) in the event the Gross Asset Value of any Partnership asset is adjusted pursuant to subparagraphs (b) or (c) of the definition of “Gross Asset Value,” the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Gross Asset Value of the asset) or an item of loss (if the adjustment decreases the Gross Asset Value of the asset) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses;

(d) gain or loss resulting from any disposition of Partnership assets, with respect to which gain or loss is recognized for federal income tax purposes, shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(e) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Allocation Year or other period, computed in accordance with the definition thereof;

(f) to the extent an adjustment to the adjusted tax basis of any Partnership property pursuant to Section 734(b) of the Code is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in complete liquidation of a Partner’s Units, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of such Partnership property) or loss (if the adjustment decreases the basis of such Partnership property) from the disposition of such Partnership property and shall be taken into account for purposes of computing such Profits or Losses;

(g) notwithstanding any other provision of this definition, any items that are specially allocated under **Section 8.3** shall not be taken into account in computing Profits or Losses; and

(h) the amounts of the items of Partnership income, gain, loss, or deduction available to be specially allocated pursuant to **Section 8.3** shall be determined by applying rules analogous to those set forth in subparagraphs (a) through (f) above.

1.64 “Proposed Tag-Along Sale” means any voluntary sale by the Partners, jointly, of all of their respective Class A Units to a Third Party.

1.65 “Regulatory Allocations” has the meaning provided in Section 8.4.

1.66 “Repurchase Event” has the meaning provided in Section 9.4(i).

1.67 “Repurchase Notice” has the meaning provided in Section 9.4(ii).

1.68 “Repurchase Right” has the meaning provided in Section 9.4(i).

1.69 “Requested Tag-Along Units” has the meaning provided in Section 9.5(ii).

1.70 “Reserves” means those reserves established by the General Partner before the Effective Date for Partnership debt payments, capital improvements, replacements and contingencies.

1.71 “Restrictive Period” has the meaning provided in Section 5.5.

1.72 “Security” means a security, as defined in Section 2(a)(1) of the United States Securities Act of 1933.

1.73 “Subsidiary” means, with respect to any specified Person and at a given time, an Entity of which such specified Person owns at such time, directly or indirectly, 50% or more of the outstanding capital stock (or other equity interest, as applicable) of such Entity, the holders of which are (i) generally entitled to vote for the election of the board of directors or other governing body of such Entity or (ii) generally entitled to share in the profits or capital of such Entity.

1.74 “Tag-Along Closing” has the meaning provided in Section 9.5(iii).

1.75 “Tag-Along Electing Partner” has the meaning provided in Section 9.5(ii).

1.76 “Tag-Along Election Deadline” has the meaning provided in Section 9.5(ii).

1.77 “Tag-Along Eligible Partners” has the meaning provided in Section 9.5(i).

1.78 “Tag-Along Notice” has the meaning provided in Section 9.5(i).

1.79 “Tag-Along Offered Units” has the meaning provided in Section 9.5(i).

1.80 “Tag-Along Pro Rata Portion” means:

(i) with respect to a Tag-Along Electing Partner electing to sell Requested Tag-Along Units in a Tag-Along Proposed Sale, a fraction (A) the numerator of which is the number of Units held (as of the Tag-Along Election Deadline) by such Tag-Along Electing Partner (excluding any unvested Units) and (B) the denominator of which is the aggregate number of Units held (as of the Tag-Along Election Deadline) by the selling Partner with respect to such Tag-Along Proposed Sale and all Tag-Along Electing Partners (excluding any unvested Units); or

(ii) with respect to a Founder selling Tag-Along Offered Units in a Tag-Along Proposed Sale, a fraction (A) the numerator of which is the number of Units held (as of the Tag-Along Election Deadline) by such Founder (excluding any unvested Units) and

(B) the denominator of which is the aggregate number of Units held (as of the Tag-Along Election Deadline) by the Founders and all Tag-Along Electing Partners with respect to such Tag-Along Proposed Sale (excluding any unvested Units).

1.81 “Tag-Along Proposed Purchaser” has the meaning provided in Section 9.5(i).

1.82 “Tag-Along Response Period” has the meaning provided in Section 9.5(ii).

1.83 “Tag-Along Sale Closing” has the meaning provided in Section 9.5(iii).

1.84 “Tag-Along Sale Closing Notice” has the meaning provided in Section 9.5(iii).

1.85 “Tax Advances” has the meaning provided in Section 7.1.

1.86 “Tax Matters Partner” has the meaning provided in Section 6.5.

1.87 “Total Included Tag-Along Units” means, with respect to a Proposed Tag-Along Sale, the aggregate number of Included Tag-Along Units with respect to such Tag-Along Sale.

1.88 “Third Party” means any Person that is not an Affiliate of the Company, that is not an Affiliate of any of the Founders, and that is not Family with respect to any of the Founders.

1.89 “Transfer” means, when used as a noun, any voluntary sale, assignment, hypothecation, mortgage, pledge, encumbrance or other transfer or disposition, and, when used as a verb, means voluntarily to sell assign, hypothecate, mortgage, pledge, encumber or otherwise relinquish.

1.90 “Transfer Notice” has the meaning provided in Section 9.2(i).

1.91 “Transferee” has the meaning provided in Section 9.2(i).

1.92 “Transferee Offer” has the meaning provided in Section 9.2(i).

1.93 “Transferor” has the meaning provided in Section 9.2(i).

1.94 “Transferor Interest” has the meaning provided in Section 9.2(i).

1.95 “Treasury Regulations” means the income tax regulations, including temporary regulations, promulgated under the Code as amended from time to time (including corresponding provisions of successor regulations).

1.96 “Units” means Class A Units, Class B Units and Class C Units.

ARTICLE II FORMATION

2.1 Formation. The Partnership shall conduct business as a limited partnership pursuant to the terms of this Agreement and the provisions of the Pennsylvania Act and all other applicable law.

2.2 Name. The business and affairs of the Partnership shall be conducted under the name “**BREWERS HILL DEVELOPMENT GROUP, L.P.**” (and such other names as the General Partner deems appropriate).

2.3 Office. The Partnership shall maintain its principal office at such location as may be designated by the General Partner.

2.4 Purpose. The purpose of the Partnership is to: (i) operate as a full service contract brewing facility; (ii) engage in any other activities relating to or incidental to accomplishing the above acts; and (iii) carry on any lawful business, purpose or activity as permitted by the Pennsylvania Act.

2.5 Other Businesses. Each Partner and any Affiliates of such Partner may engage in or hold an interest in other business ventures, subject to **Section 5.3**.

2.6 Title to Property. All tangible and intangible, real and personal property owned by the Partnership shall be owned by the Partnership as an entity and, insofar as permitted by applicable law, no Partner shall have any ownership interest in such property in its individual name or right, and each Partner’s interest in the Partnership shall be personal property for all purposes.

2.7 Term. The term of the Partnership commenced on the Formation Date and shall continue in perpetuity unless sooner dissolved in accordance with **Section 10.1**.

ARTICLE III PARTNERS; CAPITAL CONTRIBUTIONS

3.1 Partners; Initial Contributions. Set forth in **Exhibit A** are the numbers of Units held by and Percentage Interests of each Partner. The General Partner shall update **Exhibit A** from time to time as necessary to reflect accurately all material information regarding the Partners. Any amendment or revision to **Exhibit A** made in accordance with this Agreement shall not be deemed an amendment to this Agreement. Any reference in this Agreement to **Exhibit A** shall be deemed to be a reference to **Exhibit A** as amended and in effect from time to time.

3.2 No Other Required Capital Contributions. No Partner shall be required to make any additional capital contributions to the Partnership.

3.3 Units. The Units of the Partnership shall consist of three classes, Class A Units (“**Class A Units**”), Class B Units (“**Class B Units**”) and Class C Units (“**Class C Units**”), each with the economic, voting and other rights designated in this Agreement.

(i) Class A Units shall have full voting rights equal to one vote per Class A Unit with respect to any matter upon which Partners may vote pursuant to this Agreement or the Pennsylvania Act, and shall have full rights with respect to distributive shares of profits, losses, items of income, gain, loss, deduction and credit and distributions of the Partnership, all in accordance with the terms of this Agreement. Following the Effective Date, the General Partner, in the General Partner’s sole discretion, is permitted to determine the price, timing, and method of the offering of Class A Units and the admission of Class A Partners.

(ii) The Class B Units shall not have any voting rights. Class B Units shall not have full rights with respect to distributive shares of profits, losses, items of income, gain, loss, deduction and credit and distributions of the Partnership, all in accordance with the terms of this Agreement. Following the Effective Date, the General Partner, in the General Partner's sole discretion, is permitted to determine the price, timing, and method of the offering of Class B Units and the admission of Class B Partners.

(iii) The Class C Units shall not have any voting rights. Class C Units shall have full rights with respect to distributive shares of profits, losses, items of income, gain, loss, deduction and credit and distributions of the Partnership, all in accordance with the terms of this Agreement. Following the Effective Date, the General Partner, in the General Partner's sole discretion, is permitted to determine the price, timing, and method of the offering of Class C Units and the admission of Class C Partners.

3.4 No Interest. The Partners shall not receive interest on any capital contribution at any time made to the Partnership or on the balance of their respective Capital Accounts.

3.5 Return of Capital Contributions. Except as otherwise specifically provided in this Agreement, no holder of a Unit shall have the right to receive any return of any capital contribution.

3.6 Class A Partner Loans. Class A Partners may, at the request of the General Partner, but will have no obligation to, make loans to the Partnership (the "**Class A Partner Loans**"), which shall bear interest at the current market rate that shall be agreed to by the General Partner. The Partnership's repayment obligations under the Class A Partner Loans shall be subordinate in right of payment to all other obligations of the Partnership for borrowed money, but shall not be subordinated to any other liabilities, trade or vendor credit, Partner distributions or other expenses of the Partnership.

3.7 Capital Accounts. The Partnership shall establish and maintain a separate Capital Account for each Partner in accordance with Treasury Regulations Section 1.704 1(b)(2)(iv) and in accordance with the following provisions:

(i) To each Partner's Capital Account, there shall be credited such Partner's capital contributions, if any, such Partner's allocable share of Profits, and any items in the nature of income or gain that are specially allocated to such Partner under **Section 8.3**, and the amount of any liabilities of the Partnership that are assumed by such Partner (or liabilities that are secured by any assets distributed to such Partner).

(ii) To each Partner's Capital Account, there shall be debited the amount of cash and the Gross Asset Value of any assets distributed to such Partner pursuant to any provision of this Agreement (net of liabilities secured by such distributed property that such Partner is considered to assume or take subject to under Section 752 of the Code), such Partner's allocable share of Losses, and any items in the nature of expenses or losses that are specially allocated to such Partner under **Section 8.3**, and the amount of any liabilities of such Partner that are assumed by the Partnership (or liabilities that are secured by any property contributed by such Partner to the Partnership).

(iii) In the event any interest in the Partnership is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the

extent it relates to the transferred interest. In the case of a sale or exchange of an interest in the Partnership at a time when an election under Section 754 of the Code is in effect, the Capital Account of the transferee Partner shall not be adjusted to reflect the adjustments to the adjusted tax basis of the assets of the Partnership required under Sections 754 and 743 of the Code, except as otherwise required or permitted by Treasury Regulations Section 1.704-1(b)(2)(iv)(m).

(iv) In determining the amount of any liability for purposes of paragraphs (i) and (ii) above, there shall be taken into account Section 752(c) of the Code and the Treasury Regulations promulgated thereunder, and any other applicable provisions of the Code and the Treasury Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and 1.704-2, and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the General Partner determines that it is prudent to modify the manner in which any debits or credits are made to the Capital Accounts (including debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Partnership or any Partners), the General Partner may make such modification, provided that it is not likely to have a material effect on the amounts distributed to any Person pursuant to **Article X** upon the dissolution of the Partnership. The General Partner also shall (x) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Partners and the amount of capital reflected on the Partnership's balance sheet, as computed for book purposes, in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(q) and (y) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

ARTICLE IV MANAGEMENT AND OPERATIONS

4.1 Management. Except as otherwise explicitly provided in this Agreement or by other applicable Law, the business and affairs of the Partnership shall be managed by the General Partner. The General shall be elected by the affirmative vote of the Class C Partners holding eighty (80%) or more of the total issued and outstanding Class C Units. The General Partner shall serve in such capacity until his/her/its respective successor is elected and qualified or until such General Partner's death, dissolution, resignation or removal in accordance with **Section 4.6**, if sooner.

4.2 Payment of Expenses. Subject to **Section 7.3**, At all times prior to the termination or dissolution of the Partnership, the cash proceeds of the Partnership, together with any net reduction in the Reserves, if any, of the Partnership, shall be applied first to the payment of all taxes, debts and other obligations and liabilities (including any interest and principal of any loan owing to any Class A Partner) of the Partnership which are then due and owing, as shall be determined by the General Partner.

4.3 Good Faith. The General Partner shall perform his/her/its duties as such in good faith, in a manner he/she/it reasonably believes to be in the commercial best interests of the Partnership, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A person who so performs its/his/her duties shall not have any liability by

reason of serving or having served as a General Partner. A General Partner shall not be liable under a judgment, decree or order of court, or in any other manner, for a debt, obligation or liability of the Partnership.

4.4 Power of the General Partners. Except for situations in which the approval of the Class C Partners are expressly required by this Agreement or by nonwaivable provisions of applicable law, the General Partner shall have complete and full authority, power and discretion to manage and control the business, affairs and properties of the Partnership, to make all decisions regarding those matters and to perform any and all acts or activities customary or incident to the management of the Partnership's business. Nothing contained in this Agreement shall require any Person to inquire into the authority of the General Partner in order that the General Partner may execute and deliver any document on behalf of the Partnership or bind the Partnership pursuant to such document. The powers of the General Partner shall, subject to **Section 5.2**, include the authority to:

- (a) hire, fire, train and set compensation levels for employees, agents, and independent contractors, whether or not such person is an Affiliate of the General Partner;
- (b) authorize the Partnership to enter into contracts of any kind;
- (c) enter into any property management agreement, sale and financing agreement, construction management agreement, asset management agreement, and/or development agreement with respect to Partnership projects and properties;
- (d) finance, refinance, recast, consolidate, modify, renew or extend Partnership obligations;
- (e) determine and direct all advertising, promotion and public relations;
- (f) maintain, repair and improve the facilities used in operating the business of the Partnership;
- (g) authorize the Partnership to obtain insurance;
- (h) change the principal office of the Partnership;
- (i) determine, in conjunction with an accountant, the Net Cash Income and Profits and Losses;
- (j) offer, sell and issue Units and admit new Partners to the Partnership;
- (k) select and implement all systems for internal accounting and operational controls, make elections permitted under any applicable tax law, and prepare or cause to be prepared reports, statements, and other relevant information for distribution to the Partners; and
- (l) open accounts and deposits and maintain funds in the name of the Partnership in banks, savings and loan associations, "money market" mutual funds and other instruments as the General Partner may deem in its discretion to be necessary or desirable.

Except as required by **Section 5.2**, Limited Partners shall have no rights to participate in the management of the Partnership.

4.5 Compensation of General Partner. The General Partner shall be entitled to reimbursement for such General Partner's reasonable out-of-pocket expenses incurred on behalf of the Partnership while performing such General Partner's obligations under this Agreement.

4.6 Removal. A General Partner may be removed, with or without cause, by the affirmative vote of the Class C Partners holding eighty percent (80%) or more of the total issued and outstanding Class C Units.

4.7 Partnership Indemnification. The Partnership shall indemnify the Partners for, and shall hold the Partners harmless from and against, any liability of the Partners to any Person arising or incurred in connection with the good faith discharge of the Partners' respective obligations under this Agreement, except for liability imposed on the Partners as a result of any fraudulent, criminal, or grossly negligent act or omission. Nothing in this **Section 4.7** shall be deemed to relieve the General Partners from his/her/its fiduciary obligations to the Partnership or the Partners, nor shall the General Partner be indemnified from damages arising from a material breach of such fiduciary obligations.

ARTICLE V LIMITED PARTNER'S RIGHTS AND OBLIGATIONS

5.1 General. Except as specifically provided in writing by the General Partner, each Limited Partner, in such Limited Partner's capacity as a Limited Partner of the Partnership, shall not act in the name of or as the representative of the Partnership and shall not deal with the Partnership's assets in any way, and shall not incur any obligation for which the Partnership or the other Partners will or may be liable, and no Limited Partner, in such Limited Partner's capacity as a Limited Partner of the Partnership, shall otherwise purport to bind the Partnership or the other Partners, and any violation of this sentence shall be deemed to constitute willful misconduct.

5.2 Approval from Class C Partners in case of Fundamental Policy Decisions and Extraordinary Transactions. The General Partner shall not do any of the following without the express written consent (obtained in the manner provided below in this **Article V**) of the Class C Partners:

- (i) approve a merger or consolidation of the Partnership with or into another Person;
- (ii) approve the sale or transfer of all or substantially all of the assets, however, in no event will the refinancing of the properties in the Partnership's portfolio be considered a sale of assets;
- (iii) determine what projects or properties the Partnership should acquire, hold, develop, lease, rent, operate, sell, exchange, subdivide, place record title in names of nominees, and otherwise dispose of, including taking any and all actions with respect to Partnership projects and properties;

(iv) negotiate the terms and conditions of trade financing for the Partnership in the ordinary course of business, as well as indebtedness other than in the ordinary course of business provided that no financing obtained by the Partnership shall impose personal liability on any Partner without his consent;

(v) initiate legal actions, settle legal actions and defend legal actions on behalf of the Partnership;

(vi) employ attorneys, auditors, accountants, and depositories and to grant powers of attorney;

(vii) cause the Partnership to convert from a limited partnership to a corporation or other form of entity, whether by merger or otherwise; or

(viii) dissolve or wind up the Partnership.

5.3 Non-Compete and Non-Solicitation.

(a) During the Restrictive Period, no Partner shall, or shall permit any Affiliate of such Partner to, directly or indirectly, as an independent contractor or on behalf of any other Person, as a director, officer, Partner, partner, shareholder, employee, lender or otherwise, (i) own, manage, join, pursue, conduct or participate in any Competing Business³ throughout the United States. (except for those employees whose employment has been previously terminated by the Partnership) or contractor of the Partnership, or (iv) take any action that is intended or could reasonably be expected to divert from the Partnership any business opportunity that would be within the scope of the business as then conducted by the Partnership.

(b) Without derogating from the provisions of **Section 5.3(a)**, during the period in which any of the signatories hereto are Partners of the Partnership and continue to be employed by Partnership, each such Partner shall have a duty to work only in the best interests of the Partnership and not to appropriate or attempt to appropriate any of the Partnership's business opportunities for his/her personal gain.

5.4 Confidentiality. The Partners understand and acknowledge that, as a result of their relationship with the Partnership, they shall necessarily become informed of, and shall have access to, confidential information of the Partnership, including inventions, trade secrets, technical information, know-how, business plans, marketing plans and information, pricing information, identities of clients and prospective clients and identities of potential joint venturers or other contracting parties (collectively, the "**Confidential Information**"), and that such information, even though it may be developed or otherwise acquired by the Partners, is the exclusive property of the Partnership to be held by the Partners in a fiduciary capacity and solely for the Partnership's benefit. The Partners shall not at any time, either during or subsequent to their services hereunder in perpetuity, reveal, report, publish, transfer or otherwise disclose to any person, company or other entity, or use for either of their own benefit, any of the Partnership's Confidential Information that the Partners know or should know to be confidential, without the written consent of the General Partner, except for use on behalf of the Partnership in connection with the Partnership's business. Notwithstanding the foregoing,

it is understood that this **Section 5.4** shall not apply with respect to any information if (and only to the extent that) (i) such information is or becomes of general public knowledge from sources other than the Partners, or (ii) such information is required to be disclosed pursuant to a court order, subpoena or similar legal process.

5.5 Partners' Acknowledgment. The Partners acknowledge and agree that: (i) the restrictions set forth in **Sections 5.3** and **5.4**, respectively, are reasonable and are properly required for the adequate protection of the business of the Partnership, and (ii) the provisions in **Section 5.3** shall continue for a period of twenty-four (24) months ("**Restrictive Period**") following a Partner's withdrawal from the Partnership as a Partner for any reason.

ARTICLE VI ACCOUNTING AND TAX MATTERS

6.1 Fiscal Year. The fiscal year ("**Fiscal Year**") of the Partnership shall be the calendar year.

6.2 Accounting Method. The books and records of the Partnership shall be maintained on the cash method of accounting in accordance with generally accepted accounting principles consistently applied and shall show all items of income and expense. The General Partner shall maintain at the Partnership's principal office full and accurate books and records of the Partnership's business.

6.3 Reports. Each Partner and that Partner's respective attorneys, accountants and other advisors, shall have the right at all times during usual business hours and upon reasonable notice, to examine, review, audit, and make copies of the books and records of the Partnership at the Partnership's principal place of business. The General Partner shall provide the Partners with the following: (i) quarterly financial reports of the Partnership's operations no later than sixty (60) days after the end of each respective quarterly period; and (ii) un-audited yearly financial statements of the Partnership no later than one-hundred twenty (120) days after the end of the Fiscal Year; and (iii) tax returns of the Partnership no later than ninety (90) days after said tax returns are completed and filed. Each Partner shall maintain all information relating to the Partnership contained in such reports and books and records in strict confidence. All such reports provided by the General Partner shall be prepared at the expense of the Partnership, provided that each Partner making such examination, review, or audit shall bear all of the expenses incurred by such Partner, the General Partner and the Partnership in connection with any such examination, review, or audit.

6.4 Tax Status. The Partners intend that the Partnership shall be treated as a partnership for federal, state and local income tax purposes, and the Partnership shall not elect, and the General Partner shall not permit the Partnership to elect, to be treated as an association taxable as a corporation for federal, state or local income tax purposes under Treasury Regulations Section 301.7701-3 or under any corresponding provision of state or local law. Each Partner and the Partnership shall file all tax returns consistent with such treatment.

6.5 Tax Matters Partner. The General Partner is designated as the "**Tax Matters Partner**" of the Partnership, which shall have the same meaning as "tax matters partner" as defined in Section 6231(a)(7) of the Code, for all purposes of federal, state and local tax matters. The Tax Matters

Partner is authorized and required to represent the Partnership (at the expense of the Partnership) in connection with all examinations of the affairs of the Partnership by any federal, state or local tax authorities, including any resulting administrative and judicial proceedings, and to expend funds of the Partnership for professional services and costs associated therewith. The General Partner may change or otherwise designate the Tax Matters Partner. The Tax Matters Partner shall keep all Partners fully informed of the progress of any such examination, audit or other proceeding. Each Partner agrees to cooperate with the Tax Matters Partner and to do or refrain from doing any and all things reasonably required by the Tax Matters Partner in connection with the conduct of such proceedings.

6.6 Tax Returns. The Partnership shall use all reasonable efforts to cause the Accountants to prepare and timely file all federal, state and local income tax returns or other returns or statements required by applicable law. The Partnership shall, to the extent permitted by applicable law, take such tax positions as the General Partner, in its discretion, determines. The Partners shall each take reporting positions on their respective federal, state and local income tax returns consistent with the positions determined for the Partnership by the General Partner.

6.7 Taxable Year; Tax Elections. The taxable year of the Partnership shall be the calendar year unless the General Partner determine otherwise. The General Partner shall determine whether to make or revoke any available election pursuant to the Code. Each Partner will upon request supply any information necessary to give proper effect to such election.

6.8 Interests Issued In Connection with the Performance of Services. Notwithstanding anything to the contrary contained in this Agreement, each Partner shall, and shall cause each of such Partner's Affiliates and transferees permitted under **Article IX**, take any action reasonably requested by the General Partner to ensure that the fair market value of any Units issued in connection with the performance of services provided to the Partnership at the time of issuance is treated for federal income tax purposes as having a "liquidation value" (within the meaning of Proposed Treasury Regulations Section 1.83-3(1)) equal to zero. Without limiting the generality of the immediately foregoing sentence, to the extent required in order to attain or ensure such treatment under any applicable law, revenue procedure (including the proposed revenue procedure set forth in Internal Revenue Service Notice 2005-43 (the "**IRS Notice**")), revenue ruling, notice or other guidance governing partnership interests transferred in connection with the performance of services, such action may include authorizing and directing the Partnership to make any election (including an election to have the "Safe Harbor" described in the proposed revenue procedure set forth in the IRS Notice apply to any Units issued on or after the effective date of such revenue procedure in connection with services provided to the Partnership), agreeing to any condition, executing any amendment to this Agreement or other agreements, executing a new agreement, making any tax filing, and agreeing not to take any contrary position.

6.9 Bank Accounts. All funds of the Partnership shall be deposited in a bank account or accounts opened in the Partnership's name. The General Partner shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts and the Persons who will have authority with respect to the accounts and the funds therein.

ARTICLE VII DISTRIBUTIONS

7.1 Determination of Net Cash Income. Within 60 days following the close of each Fiscal Year, the General Partner shall determine the Net Cash Income with respect to such Fiscal Year.

7.2 Distributions to Partners for Payment of Taxes. Prior to any distributions under **Section 7.3**, to the extent there is Net Cash Income [without any obligation for the Partnership to incur debt], and to the extent not prohibited by applicable Law, the Partnership shall make advances for purposes of allowing the Partners to fund their respective income tax liabilities with respect to the Partnership ("**Tax Advances**"). The Tax Advances with respect to any Fiscal Year shall be computed based upon the General Partner's good faith estimate of the net taxable income of the Partnership for such Fiscal Year (giving effect to Losses or other items of loss or deduction from prior Fiscal Years available to offset current year taxable income), multiplied by the highest combined tax rate (federal, state and local, taking into account any deductions of state or local taxes against federal tax liability) applicable to any individual, corporation or other business entity resident or operating in Pennsylvania, taking into account the character of the taxable income.

7.3 Distribution of Net Cash Income. The Partnership shall, no later than March 15 of each Fiscal Year, distribute to the Partners, ratably among the Partners based on the number of Units held by each Partner immediately prior to such distribution, the Net Cash Income for the prior Fiscal Year (as determined by the General Partner in accordance with **Section 7.1**, less any amounts distributed to such Partner in such prior Fiscal Year as a Tax Advance)⁴⁵, but only to the extent, that such distribution can be made in accordance with applicable Law. The Partnership is permitted to make such other distributions as might from time to time be determined by the General Partner.

7.4 Withholding. Notwithstanding anything to the contrary contained in this Agreement, (i) each Partner hereby authorizes the Partnership to withhold and pay over, or otherwise pay, any withholding or other taxes payable by the Partnership (pursuant to the Code or any other provision of United States federal, or state or local or other law) with respect to such Partner or as a result of such Partner's participation in the Partnership, including as a result of any distribution to such Partner, and (ii) if and to the extent that the Partnership shall be required to withhold or pay any such taxes, such Partner shall be deemed for all purposes of this Agreement to have received a distribution from the Partnership.

ARTICLE VIII ALLOCATIONS

8.1 Allocations. Except as otherwise provided in this **Article VIII**, all items of Profits and Losses shall be allocated to the Partners in proportion to their Percentage Interests.

8.2 Limitation on Loss Allocations. If any allocation of Losses would cause a Partner to have an Adjusted Capital Account Deficit, those Losses instead shall be allocated to the other Partners *pro rata* until their Capital Accounts are reduced to zero, and any remaining Losses will be allocated to the Partners in accordance with their Percentage Interests as determined by the General Partner.

8.3 Regulatory Allocations. The following special allocations shall be made in the following order:

(i) **Minimum Gain Chargeback.** Except as otherwise provided in Treasury Regulations Section 1.704-2(f), notwithstanding any other provision of this **Article VIII**, if there is a net decrease in the Partnership Minimum Gain during any Allocation Year, each Partner shall be specially allocated items of Partnership income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Partner's share of the net decrease in Partnership Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This **Section 8.3(i)** is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(ii) **Partner Minimum Gain Chargeback.** Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this **Article VIII**, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any Allocation Year, each Partner who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of Partnership income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Partner's share of the net decrease in Partner Nonrecourse Debt Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This **Section 8.3(ii)** is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii) **Qualified Income Offset.** If any Partner unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Partnership gross income and gain shall be specially allocated to such Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of such Partner as quickly as possible, provided that an allocation pursuant to this **Section 8.3(iii)** shall be made only if and to the extent that such Partner would have an Adjusted Capital Account Deficit after all other allocations provided for under this **Article VIII** have been made as if this **Section 8.3(iii)** were not in the Agreement.

(iv) **Gross Income Allocation.** In the event any Partner has an Adjusted Capital Account Deficit at the end of any Allocation Year, each such Partner shall be specially allocated items of Partnership gross income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this **Section 8.3(iv)** shall be made only if and to the extent that such Partner would have a deficit Capital Account after all other allocations provided for in this **Article VIII** have been made as if **Section 8.3(iii)** and this **Section 8.3(iv)** were not in this Agreement.

(v) **Partner Nonrecourse Deductions.** Any Partner Nonrecourse Deductions for any Allocation Year shall be allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i)(1).

(vi) **Nonrecourse Deductions.** Nonrecourse Deductions for any Allocation Year shall be allocated to the Partners in accordance with their Percentage Interests as determined by the General Partner.

(vii) **Section 754 Adjustments.** To the extent an adjustment to the adjusted tax basis of any asset of the Partnership pursuant to Sections 734(b) or 743(b) of the Code is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as the result of a distribution to a Partner in complete liquidation of such Partner's interest in the Partnership, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) and such gain or loss shall be specially allocated to the Partners in accordance with their respective interests in the Partnership in the event Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Partner to which such distribution was made in the event Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

8.4 Curative Allocations. The allocations set forth in **Section 8.2** and **Section 8.3** (the "Regulatory Allocations"), respectively, are intended to comply with the requirements of Treasury Regulations and shall be interpreted consistently with such Regulations. It is the intent of the Partners that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Partnership income, gain, loss or deduction pursuant to this **Section 8.4**. Therefore, notwithstanding any other provision of this **Article VIII**, (other than the Regulatory Allocations), the General Partner shall make such offsetting special allocations of Partnership income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Partner's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Partner would have had if the Regulatory Allocations were not part of this Agreement and all Partnership items were allocated pursuant to **Article VIII** without regard to the Regulatory Allocations.

8.5 Other Allocation Rules.

(i) Profits, Losses and any other items of income, gain, loss or deduction shall be allocated to the Partners pursuant to this **Article VIII** as of the last day of each Allocation Year; except that Profits, Losses and such other items shall also be allocated at such times as the Gross Asset Values of Partnership's assets are adjusted pursuant to subparagraph (b) of the definition of Gross Asset Value.

(ii) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the General Partner using any permissible method under Section 706 of the Code and the Treasury Regulations thereunder.

8.6 Tax Allocations.

(i) Except as otherwise provided in this **Section 8.6**, each item of income, gain, loss and deduction of the Partnership computed for federal income tax purposes shall be allocated among the Partners in accordance with the allocation of the corresponding item of Profits or Losses for book purposes under this **Article VIII**, and all other items of income, gain, loss and deduction shall be allocated among the Partners in proportion to the Partners' respective Percentage Interests.

(ii) In accordance with Section 704(c) of the Code and the Treasury Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial Gross Asset Value using any allocation method permitted under Treasury Regulations Section 1.704-3, as determined by the General Partner.

(iii) In the event the Gross Asset Value of any asset of the Partnership is adjusted pursuant to subsection (b) of the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Section 704(c) of the Code and the Treasury Regulations thereunder.

(iv) Any elections or other decisions relating to such allocations shall be made by the General Partner, in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this **Section 8.6** are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Partner's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

8.7 Binding Effect. The Partners are aware of the income tax consequences of the allocations made by this **Article VIII** and hereby agree to be bound by the provisions of this **Article VIII** in reporting their shares of Partnership income, gain, loss and deduction for income tax purposes.

ARTICLE IX TRANSFERS OF PARTNERSHIP RIGHTS

9.1 Transfer of Units.

(i) Restrictions on Transfers. Except as otherwise permitted pursuant to this **Article IX**, each Partner shall not Transfer any Units or any interest that such Partner holds. Any Transfer (of Units or otherwise) other than in accordance with this **Article IX** will be void (and, in the case of any such purported Transfer of Units, the Partnership shall not record any such Transfer upon its books).

(ii) Permitted Transfers. Subject to **Section 9.1(iii)** and **Section 9.2**, a Transfer is permitted if the following conditions are satisfied:

(1) the transferee delivers to the Partnership, as contemplated by **Section 9.1(iii)(1)(f)**, a written instrument agreeing to be bound by the terms of this Agreement;

(2) the Transfer will not result in the termination of the Partnership pursuant to Code Section 708; and

(3) the General Partner has provided prior written consent to such Transfer.

(iii) Prohibited Transfers.

(1) Generally. Unless the General Partner determines otherwise, any Transfer of Units that is otherwise permitted hereunder will be void if:

(a) such Transfer would, in the opinion of the Partnership's counsel, cause the Partnership to cease to be classified as a partnership for federal or state income tax purposes;

(b) such Transfer requires the registration of such Units or interests pursuant to any applicable federal or state securities Laws;

(c) such Transfer subjects the Partnership to regulation under the Investment Company Act of 1940, the Investment Advisers Act of 1940, or the Employee Retirement Income Security Act of 1974;

(d) such Transfer results in a violation of applicable Laws;

(e) such Transfer is made to any Person that lacks the legal right, power, or capacity to own such Units; or

(f) the Partnership does not receive written documents (including, as applicable, copies of any unit purchase agreements (containing appropriate restrictions on Transfer of Units, representations, and acknowledgements), accredited investor questionnaires, instruments of Transfer and such transferee's consent to be bound by this Agreement as a Partner) that are in a form reasonably satisfactory to the General Partner.

(2) Further Limitations.

(a) In order to permit the Partnership to qualify for the benefit of a "safe harbor" under the Code Section 7704, notwithstanding anything to the contrary herein, no Transfer of any Unit will be permitted or recognized by the Partnership (within the meaning of Regulations Section 1.7704-1(d)) and the Partnership shall not issue any Units, to the extent such Transfer or issuance would cause the Partnership to have more than 100 partners (within the meaning of Regulations Section 1.7704-1(h), including the look-through rule in Regulations Section 1.7704-1(h)(3)).

(b) Except as otherwise approved by the Founders, notwithstanding anything to the contrary herein, no Partner is permitted to voluntarily or involuntarily Transfer any Unit if such Transfer would affect the Partnership's existence or qualification as a limited partnership under the Pennsylvania Act.

(iv) Termination of Restrictions. The restrictions on Transfers set forth in this **Section 9.1** will terminate immediately prior to the closing of an Initial Public Offering; except that any restrictions on Transfers that otherwise exist (including under applicable federal and state securities Laws) will not be terminated thereby.

9.2 Right of First Refusal.

(i) If a Partner (individually, a “**Transferor**”) receives a bona fide written offer (the “**Transferee Offer**”) from any other Person (a “**Transferee**”) to purchase all or any portion of or any interest or rights in the Transferor’s Units (the “**Transferor Interest**”), then, prior to any Transfer of such Transferor Interest, the Transferor shall deliver to the Partnership and the other Partners (such other Partners, the “**Non-Selling Partners**”) written notice (the “**Transfer Notice**”) containing each of the following:

- (1) the Transferee’s identity;
- (2) a true and complete copy of the Transferee Offer; and

(3) the Transferor’s offer (the “**Offer**”) to sell the Transferor Interest to the Non-Selling Partners, in accordance with this **Section 9.2**, for a cash purchase price equal to that contained in the Transferee Offer.

(ii) The Offer shall be and remain irrevocable until 5 p.m. Pennsylvania time on the date that is ten (10) days after the date on which the Transferor has delivered the Transfer Notice to the Non-Selling Partners. The Non-Selling Partners shall have the right to purchase all (but not less than all) of the Transferor Interest.

(iii) At any time on or prior to the expiry of the 10-day period provided in **Section 9.2(ii)**, a Non-Selling Partner may accept the Offer by giving written notice to the Transferor of such Non-Selling Partner’s acceptance (the “**Offeree Notice**”). If more than one Non-Selling Partner accepts the Offer, each such Non-Selling Partner shall be entitled to purchase that portion of the Transferor Interests as is equal to the percentage determined by dividing (i) the Percentage Interest held by such Non-Selling Partner by (ii) the Percentage Interests held by all Non-Selling Partners who accept the Offer. If a Non-Selling Partner accepts the Offer, the Offeree Notice shall set forth the arrangements for closing, which shall not be earlier than ten (10) or more than ninety (90) days after the expiration of the period provided in **Section 9.2(ii)**.

(iv) If the Non-Selling Partners reject or fail to accept the Offer in full (within the time and in the manner specified in this **Section 9.2**), then the Partnership shall have option (determined by the General Partner) to accept the Offer and purchase all (but not less than all) of the Transferor Interest. In order for the Partnership to exercise its purchase option under this **Section 9.2(iv)**, the Partnership must give written notice of such to the Transferor and to the other Partners within 10 days following the expiration of the 10-day period provided in **Section 9.2(ii)**. Such written notice shall set forth the arrangements for closing, which shall not be earlier than ten (10) or more than ninety (90) days after the expiration of the 10-day period provided in this **Section 9.2(iv)**.

(v) If the Non-Selling Partners and the Partnership do not accept the Offer in full within the periods provided in **Sections 9.2(ii)** and **Section 9.2(iv)**, respectively, then the Transferor

shall be free for a period (the "**Free Transfer Period**") of thirty (30) days after the expiration of such date to Transfer the Transferor Interest to the Transferee, for the same or greater cash price and on the same terms and conditions as set forth in the Transfer Notice, but only if, as a condition to such transfer, the Transferee agrees in writing to be bound by the terms of this Agreement. If the Transferor does not Transfer the Transferor Interest within the Free Transfer Period, the Transferor's right to Transfer the Transferor Interest pursuant to this **Section 9.2(v)** shall cease and terminate.

(vi) Any Transfer by the Transferor after the last day of the Free Transfer Period or without strict compliance with the terms, provisions and conditions of this **Section 9.2** and the other terms, provisions and conditions of this Agreement, shall be null and void and of no force or effect.

(vii) This **Section 9.2** shall not apply with respect to any Transfers in accordance with **Sections 9.3, 9.4, 9.5 or 9.6**.

(viii) This **Section 9.2** will cease to apply with respect to a proposed sale of Units if the Founders have delivered a Drag-Along Notice in accordance with **Section 9.6**.

(ix) All rights and benefits afforded to the Partnership and the Partners under this **Section 9.2** and all obligations imposed upon Partners under this **Section 9.2** will not apply after, and will terminate immediately before, the closing of an Initial Public Offering; except that following the closing of an Initial Public Offering, each Partner will be and remain liable for any breach of such obligations arising or accruing prior to the closing of such Initial Public Offering.

9.3 Death, Disability or Other Withdrawal of a Partner.

(i) In the event that a Partner, other than Wood or Friedman, dies or is adjudicated by a court of competent jurisdiction as incompetent to manage its/his/her personal property, or if such Partner is not a natural person and has a Bankruptcy or dissolves or liquidates its affairs, and the Partnership does not exercise its Repurchase Right under **Section 9.4**, such Partner's Partnership Rights may be transferred by operation of law, pursuant to the provisions of a will, court order or similar instrument, or by intestate succession, to a person included in such Partner's Family.

In the event that (a) any Founder dies or is adjudicated by a court of competent jurisdiction as incompetent to manage each such Founder's personal property, (b) any Founder ceases to be employed by the Partnership for any reason, including resignation or termination by the Partnership, (c) any Founder holds their respective Units in an entity and such entity has a Bankruptcy, dissolution or liquidation of its affairs, or (d) any Founder is adjudicated to be personally bankrupt, then the other Founder shall have the option to purchase for cash all (but not less than all) of such Units by providing respectively Friedman or Wood, as applicable, or his legal representatives with written notice of exercise within ninety (90) days following such death, cessation of employment, adjudication, Bankruptcy, dissolution or liquidation. The purchase price to be paid for such Units shall be the value of either Friedman's or Wood's Units, as applicable, as determined by an independent appraiser having experience in valuing the type of business conducted by the Partnership, who shall be selected by the mutual agreement of the Partnership and the estate or representatives of the Affected Partner. All costs and expenses in connection with the independent appraiser shall be borne equally by the Partnership and the Affected Partner's estate. All costs and expenses in connection with the independent appraiser shall be borne equally by Wood and Friedman or their respective estates.

(ii) In the event that Wood or Friedman, as the case may be, does not exercise his purchase option within the 90-day period set forth in the first sentence of **Section 9.3(ii)**, Friedman's or Wood's Units, as applicable, may be transferred by (a) operation of law, pursuant to the provisions of a will, (b) court order or similar instrument, or (c) intestate succession, to a person(s) within such Founder's Family.

9.4 Repurchase Right.

(i) Upon the occurrence of any of the following events (each referred to hereinafter as an **"Repurchase Event"**) affecting a Partner [other than Wood or Friedman]⁶ (the **"Affected Partner"**), the Partnership shall have the option (exercisable by the decision of the General Partner) to purchase all (but not less than all) of such Affected Partner's Units (the **"Repurchase Right"**):

(a) if such Partner is an employee of the Partnership, the Partner's employment with the Partnership ceases for any reason, or the Partner commits a material breach of his or her employment agreement with the Partnership, if any;

(b) if such Partner willfully commits a material breach of this Agreement;

(c) willful misconduct as a Partner with the intent to damage the Partnership;

(d) the maintenance of any proceeding initiated by or against such Partner under any Bankruptcy or debtors' relief laws, which proceeding is not terminated within ninety (90) days after its commencement;

(e) a general assignment for the benefit of the creditors of such Partner;

(f) a levy upon any Units of such Partner pursuant to a writ of execution or subject to the authority of any governmental entity, which levy is not removed within thirty (30) days; or

(g) such Partner dies or is adjudicated by a court of competent jurisdiction as incompetent to manage its personal property, or if a such a Partner that is not a natural person dissolves or liquidates its affairs.

(ii) The Affected Partner shall, or shall cause the Affected Partner's legal representative to, give written notice (the **"Repurchase Notice"**) to the Partnership immediately upon the occurrence of a Repurchase Event and in no event more than thirty (30) days after the occurrence of such Repurchase Event. Upon receipt of a Repurchase Notice and for a period of sixty (60) days thereafter, the Partnership shall have the option (determined by the General Partner) to purchase all (but not less than all) of the Units of the Affected Partner.

(iii) In order for the Partnership to validly elect to purchase all of the Units of the Affected Partner, the Partnership must give written notice to the Affected Partner within the 60-day period set forth in accordance with **Section 9.4(ii)** and, if applicable, to the Affected Partner's receiver or trustee in Bankruptcy, the creditor who secured a levy upon the Affected Partner's assets, or other transferee as the case may be.

(iv) The purchase price to be paid by the Partnership upon the exercise of the Repurchase Right under this **Section 9.4**, shall be an amount equal to the Affected Partner's adjusted Capital Account balance determined after giving effect to all allocations of Profits and Losses in accordance with **Article VIII**; except that, in case of a Repurchase Event regarding the death of a Partner as contemplated by **Section 9.4(i)(g)**, the purchase price to be paid by the Partnership for such Units shall be determined by an independent appraiser having experience in valuing the type of business conducted by the Partnership, who shall be selected by the mutual agreement of the Partnership and the estate or representatives of the Affected Partner. All costs and expenses in connection with the independent appraiser shall be borne equally by the Partnership and the Affected Partner's estate.

(v) If the Partnership should elect to exercise its rights under this **Section 9.4** and repurchase the Units from an Affected Partner, the Partnership shall have the right to structure and remit the purchase price in the following manner: (x) not less than ten (10%) percent of the purchase price shall be paid upon the transfer of the Units to the Partnership in immediately available funds, and the remaining balance (if any) shall be paid by the Partnership in equal monthly installments (not to exceed 24 months), pursuant to a promissory note which the Partnership shall give the seller of such Units bearing interest at the ten-year treasury rate as reported by the Wall Street Journal of the first business day following the date on which the Partnership exercised such Repurchase Right; or (y) in such other manner as the Partnership and the Affected Partner (or the Affected Partner's estate) agree.

9.5 Tag-Along Right.

(i) Tag-Along Notice. Before the Founders consummate a Proposed Tag-Along Sale, the Founders shall, concurrently with giving the corresponding Transfer Notice, give written notice (such notice, a "**Tag-Along Notice**") to the Class C Partners ("**Tag-Along Eligible Partners**"), specifying in such Tag-Along Notice the number and type of Units that the Founders propose to sell pursuant to such Proposed Tag-Along Sale (such Units, "**Tag-Along Offered Units**"), the identity of the proposed purchaser of such Unit (the "**Tag-Along Proposed Purchaser**") and that the Founders propose to sell such Tag-Along Offered Units otherwise on the terms set forth in the applicable Tag-Along Notice.

(ii) Tag-Along Elections. On or prior to 5 p.m. Pennsylvania time on the date that is 15 days after the date on which the Founders has delivered the Tag-Along Notice that the Founders are required to deliver pursuant to **Section 9.5(i)** (such 15-day period, the "**Tag-Along Response Period**"; such time, the "**Tag-Along Election Deadline**"), each Tag-Along Eligible Partner is permitted, by delivering on or prior to the Tag-Along Election Deadline written notice to the Founders (with a copy to the Partnership), to elect to include as part of such Proposed Tag-Along Sale all or any portion of the Units that such Tag-Along Eligible Partner holds as of the Tag-Along Election Deadline (any Tag-Along Eligible Partner making such an election, a "**Tag-Along Electing Partner**"; the number of Units that a Tag-Along Electing Partner has validly indicated in such written notice that it elects to

purchase, such Tag-Along Electing Partner's "**Requested Tag-Along Units**"). If there is a Tag-Along Electing Partner, then, in order to consummate the Proposed Tag-Along Sale, no later than the 30th day after the last day of the Tag-Along Response Period, the Founders must enter into a written agreement with the proposed purchaser regarding the purchase of the Tag-Along Offered Units and the Requested Tag-Along Units that is consistent with the terms of this **Section 9.5** and that provides for the purchase by the proposed purchaser of either: (a) all Requested Tag-Along Units; or (b) less than all Requested Tag-Along Units, but only if the number of Units to be sold to the proposed purchaser by the Founders and each Tag-Along Electing Partner is reduced proportionately based upon each such Partner's Tag-Along Pro Rata Portion.

(iii) Tag-Along Closing.

(1) At least 10 Business Days prior to the consummation of any Proposed Tag-Along Sale involving the sale of Requested Tag-Along Units, the Founders shall give written notice (a "**Tag-Along Sale Closing Notice**") to each Tag-Along Electing Partner, which must set forth (i) the date, time, and location for the closing of such Proposed Tag-Along Sale (the "**Tag-Along Sale Closing**"), (ii) the Total Included Tag-Along Units, (iii) the number and type of such Tag-Along Electing Partner's Included Tag-Along Units, and (iv) the price per Included Tag-Along Unit to be paid to such Tag-Along Electing Partner at such Tag-Along Sale Closing.

(2) Each Tag-Along Electing Partner shall attend (either in person or by an officer, attorney-in-fact, or other representative duly authorized to act on behalf of such Tag-Along Electing Partner) such Tag-Along Sale Closing and take such actions as are provided herein to be taken by such Tag-Along Electing Partner or as the Tag-Along Proposed Purchaser reasonably requests in order to consummate such Proposed Tag-Along Sale.

(3) The failure or refusal of any Tag-Along Electing Partner to tender to the Tag-Along Proposed Purchaser any Included Tag-Along Units as provided herein or otherwise comply with such Tag-Along Electing Partner's obligations hereunder in connection with such Tag-Along Sale Closing will not impair or otherwise affect the right of any other Tag-Along Electing Partner to tender and receive payment for any of such other Tag-Along Electing Partner's Included Tag-Along Units that have been tendered or the right of the Founders to tender and receive payment for any of such Founders' Included Tag-Along Units that have been tendered. If any Tag-Along Electing Partner fails or refuses to so tender such Tag-Along Electing Partner's Included Tag-Along Units or otherwise comply with its obligations hereunder in connection with such Tag-Along Sale Closing, then the Founders will be entitled upon such Tag-Along Sale Closing to sell to the Tag-Along Proposed Purchaser (without making any adjustment in the number of Units that could be sold by any other Tag-Along Electing Partner) a number of Tag-Along Offered Units equal to the number of Included Tag-Along Units such Tag-Along Electing Partner could have sold to such Tag-Along Proposed Purchaser at such Tag-Along Sale Closing.

(iv) Agreement to Sell. Each Tag-Along Electing Partner shall enter into an agreement with the Tag-Along Proposed Purchaser regarding the purchase of such Tag-Along Electing Partner's Included Tag-Along Units on terms consistent with the Transfer Notice and this **Section 9.5** and identical, to the extent feasible, with the agreement entered into by the Founders, providing, with respect to such Included Tag-Along Units, such representations and warranties and other terms as agreed to by the Founders; except that no such Tag-Along Electing Partner will be (a) required to make

any representations or warranties in connection with such Proposed Tag-Along Sale other than customary representations and warranties solely with respect to such Tag-Along Electing Partner and such Tag-Along Electing Partner's ownership of such Tag-Along Electing Partner's Included Tag-Along Units being sold and (b) liable for any indemnification obligations to any Tag-Along Proposed Purchaser in respect of such representations and warranties on a joint, rather than several, basis, and in no event with respect to an amount in excess of the net cash proceeds paid to such Tag-Along Electing Partner in such Proposed Tag-Along Sale.

(v) Applicability. This **Section 9.5** will cease to apply with respect to a sale if the Founders have delivered a Drag-Along Notice in accordance with **Section 9.6**.

(vi) Termination of Tag-Along Rights. All rights and benefits to Partners under this **Section 9.5** and all obligations imposed upon Partners under this **Section 9.5** will not apply after, and will terminate immediately before, the closing of an Initial Public Offering; except that following the closing of an Initial Public Offering, each Partner will be and remain liable for any breach of such obligations arising or accruing prior to the closing of such Initial Public Offering.

9.6 Drag-Along Right.

(i) Drag-Along Sale. If the Founders provide to each other Partner (each such other Partner, a "**Drag-Along Partner**") a Drag-Along Notice with respect to any Transfer in a single transaction (a "**Drag-Along Sale**") of 100% of the Units held by the Founders to any Third Party (such Person, a "**Drag-Along Purchaser**") not later than the date that is thirty (30) days prior to the proposed closing date of such Drag-Along Sale, then such Drag-Along Partner shall, for so long as the consummation of such Drag-Along Sale would be consistent with this **Section 9.6**, (a) participate in the Drag-Along Sale on the terms and conditions set forth in the Drag-Along Notice, (b) sell 100% of such Drag-Along Partner's Units as set forth in the Drag-Along Notice, (c) vote for, consent to, and raise no objections against the Drag-Along Sale, and (d) take all actions reasonably requested by the Founders in connection with the consummation of the Drag-Along Sale.

(ii) Closing. At the closing of the Drag-Along Sale (the "**Drag-Along Sale Closing**"), subject to the terms of the transaction documents with respect to the Drag-Along Sale, each Partner shall deliver to the Partnership (a) duly endorsed transfer documentation transferring 100% of such Partner's Units to the Drag-Along Purchaser, against delivery to such Partner of such Partner's pro rata portion of the consideration based on such Partner's Percentage Interest as of the Drag-Along Sale Closing, and (b) all other documents reasonably required to be executed in connection with the Drag-Along Sale.

(iii) Conditions. The rights and obligations of the Partners under this **Section 9.6** are subject to condition that definitive documentation be entered into reflecting the following:

(1) the consideration for the Drag-Along Units must be payable in cash or readily marketable securities;

(2) upon the consummation of the Drag-Along Sale, each Drag-Along Partner must receive the same form of consideration and its pro rata share of the consideration allocable to such Drag-Along Partner's Units based on such Drag-Along Partner's Percentage Interest at the time of the Drag-Along Sale Closing;

(3) the Founders must pay the reasonable costs, fees, and expenses of all Drag-Along Partners incurred in connection with the Drag-Along Sale to the extent such costs, fees, and expenses are not otherwise paid by the Drag-Along Purchaser;

(4) each Drag-Along Partner must represent and warrant to the Drag-Along Purchaser that such Drag-Along Partner is receiving good and marketable legal and beneficial title to such Drag-Along Partner's Units, free and clear of any liens, pledges, claims, security interests, encumbrances, and similar interests of any kind (other than restrictions imposed by Law), and such Drag-Along Partner must not be required to make any additional representations or warranties in connection with the Drag-Along Sale;

(5) the liability of each Drag-Along Partner for misrepresentation or indemnity must be limited to no more than such Drag-Along Partner's pro rata portion of the aggregate purchase price for all Units being sold in the Drag-Along Sale; and

(6) unless Drag-Along Partners agree otherwise, the Drag-Along Sale must not close prior to the date that is 30 days after the last day on which a Drag-Along Notice was provided pursuant to **Section 9.6(i)**.

If the requirements set forth in this **Section 9.6** with respect to a Drag-Along Sale have been satisfied, then each Drag-Along Partner shall enter into definitive documents reflecting the terms set forth in this **Section 9.6(iii)** and otherwise containing reasonable and customary terms.

(iv) Termination of Drag-Along Rights. All rights and benefits afforded to Partners under this **Section 9.6** and all obligations imposed upon Partners under this **Section 9.6** will not apply after, and will terminate immediately before, the closing of an Initial Public Offering; except that following the closing of an Initial Public Offering, each Partner will be and remain liable for any breach of such obligations arising or accruing prior to the closing of such Initial Public Offering.

ARTICLE X DISSOLUTION

10.1 Events of Dissolution. The Partnership shall continue until dissolved upon the earliest to occur of the following events (the "**Events of Dissolution**"):

(i) the sale, exchange, or other disposition by the Partnership of all or substantially all of the Partnership's assets; or

(ii) the written consent of the General Partner and all Class C Partners; or

(iii) the entry of a decree of judicial dissolution.

The death (or dissolution in the case of a Partner that is not a natural person), retirement, insanity, resignation, expulsion or Bankruptcy of a Partner or the occurrence of any other event that terminates the continued Partnership of a Partner shall not cause a dissolution of the Partnership.

10.2 Liquidating Distributions⁷. Upon an Event of Dissolution, a Person designated by the General Partner (the “**Liquidating Trustee**”) shall take full account of the assets and liabilities of the Partnership as of the date of such Event of Dissolution and shall proceed with reasonable promptness to liquidate the Partnership’s assets and terminate its business. The cash proceeds from such liquidation, together with any other net assets of the Partnership, shall be applied first to the payment of items described in **Section 4.2**, including all items relating to such liquidation and all reserves that the Liquidating Trustee determines, in its discretion, to be appropriate. Amounts remaining after such payments have been made, shall be distributed to the Partners in proportion to their respective positive Capital Account balances determined after giving effect to all allocations of Profits and Losses of the Partnership in accordance with Article VIII hereof (including Profits and Losses from the sale or other disposition of the assets of the Partnership in connection with such liquidation, which Profits shall be credited to the Capital Accounts of the Partners pro rata in respect of their respective holdings of Units).

10.3 Filing of Certificate of Cancellation. If the Partnership is dissolved, the General Partner shall promptly file, or cause to be filed, a Certificate of Cancellation with the Secretary of State of the State of Pennsylvania. If there is no longer a General Partner at the time of such a filing, the Certificate of Cancellation shall be filed by the last Person to be a Partner; if there are no remaining Partners, or a Person that last was a Partner, the Certificate of Cancellation shall be filed by the legal or personal representatives of the Person that last was a Partner.

10.4 Restoration of Capital Account Deficits. Except as otherwise expressly provided in this Agreement, at no time during the term of the Partnership or upon its dissolution shall a Partner with a deficit balance in its Capital Account have any obligation to the Partnership, another Partner or any other Person, to restore such deficit balance.

ARTICLE XI GENERAL

11.1 Pre-Key Transaction.

(i) Subject to any approvals required under any mandatory provisions of the applicable Law, if at any time the Founders unanimously approve a Pre-Key Transaction, then each Partner shall take such steps to effect such Pre-Key Transaction as may be reasonably requested by the Founders, including transferring or tendering such Partner’s Units to a newly formed company in exchange or consideration for shares of equity Securities of such newly formed company (such equity Securities, “**Newco Shares**”), as determined by the Founders.

(ii) The Newco Shares that a Partner receives in connection with the applicable Pre-Key Transaction will be subject to (a) the restrictions on Transfer under **Section 9.1(i)** (subject to the termination of such restrictions as provided in **Section 9.1(iv)**), (b) applicable restrictions under federal and state securities laws, and (c) any restrictions set forth in the agreements or other instruments relating to the applicable Initial Public Offering and/or such Pre-Key Transaction.

(iii) In connection with a Pre-Key Transaction, the Partners shall, in good faith, determine the Fair Market Value of the Partnership’s assets and/or Units transferred, the aggregate Fair

Market Value of the newly formed company, and the number of Newco Shares to be issued to each Partner in exchange or consideration therefor. Neither the engagement of any appraisers nor any determination of value will affect the right of the Founders to terminate any Pre-Key Transaction, which the Founders are permitted to do at any time by their unanimously approval.

(iv) Each Partner hereby makes, constitutes, and appoints the General Partner, with full power of substitution and resubstitution, as such Partner's true and lawful attorney, for such Partner and in such Partner's name, place, and stead and for such Partner's use and benefit, (a) to execute all documents, agreements, instruments, and other items to effect such Pre-Key Transaction as the General Partner deems necessary or appropriate and (b) to act as such Partner's proxy in respect of any vote or approval of Partners required with respect to such Pre-Key Transaction. The proxy granted pursuant to this **Section 11.1(iv)** is a special proxy coupled with an interest and is irrevocable.

11.2 Amendments. This Agreement may be amended if, and only if, such amendment is in writing and is signed by all of the Class A Partners and the Partnership. Such amendments are binding upon the Partnership and all Partners. Each Class B and Class C Partner hereby makes, constitutes, and appoints the General Partner, with full power of substitution and resubstitution, as such Partner's true and lawful attorney, for such Partner and in such Partner's name, place, and stead and for such Partner's use and benefit, (i) to execute all documents, agreements, instruments, and other items to effect such amendment and (ii) to act as such Partner's proxy in respect of any vote or approval of Partners required with respect to such amendment. The proxy granted pursuant to this **Section 11.2** is a special proxy coupled with an interest and is irrevocable.

11.3 Notices. To be valid for purposes hereof, any Notice must be in writing and will be deemed given only as follows: (i) on the date established by the sender as having been delivered personally; (ii) on the date delivered by a reputable overnight courier as established by the sender by evidence obtained from the courier; (iii) on the date sent by facsimile, with confirmation of transmission, if sent during normal business hours of the recipient (and, if not sent during normal business hours of the recipient, then on the next business day); (iv) on the fifth business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid; or (v) if delivered by email of a Notice in portable document format (.pdf), then at the time at which the confirmation of receipt is generated by the recipient Partner opening the email message (and creating a record of receipt of the transmission) or such email message is otherwise acknowledged by the recipient Partner. To be valid for purposes hereof, a Notice must be delivered as follows:

(i) If sent to a Partner, then to the address, facsimile, or email, as the case might be, set forth in **Exhibit A**, together with a copy of such Notice delivered to the recipient identified immediately below such Partner's address (if any) at such recipient's specified address, facsimile, or email;

(ii) If sent to the Partnership, to the following address or email, as the case might be:

Brewer Hills Development Group, LP
c/o Ruckus Investment Properties, LLC
261 W35th St. Ste 1002 New York, NY 10001
Attention: Josh Wood
Email: joshw@ruckusmarketing.com

With a copy (the delivery of which, by itself, will not constitute a valid Notice to the Partnership) to:

Norris, McLaughlin & Marcus, P.A.
c/o John F. Lushis, Esquire
1611 Pond Road, Suite 300
Allentown, PA 18104

If more than one method for sending Notice as set forth above is used, then the earliest notice date established as set forth above will control for purposes of determining when such Notice is deemed to have been given.

11.4 Waiver. No consent or waiver, express or implied, by any Partner to or any breach or default by any other Partner in the performance by any other Partner of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other Partner of the same or any other obligation of such Partner hereunder. Failure on the part of a Partner to complain of any act or failure to act of any other Partner or to declare such other Partner in default, irrespective of how long such failure continues, shall not constitute a waiver by such Partner of its rights hereunder.

11.5 Successors and Assigns. Except as expressly provided herein, each Partner shall not assign any of such Partner's rights hereunder and shall not delegate any of such Partner's obligations hereunder without the prior written consent of all of the General Partner, and any purported assignment of rights or delegation of obligations otherwise will be void; except that a Partner is permitted to assign such Partner's rights or delegates such Partner's obligations in such Partner's capacity as a holder of Units to any transferee of such Units in connection with any Transfer of such Units that is permitted hereunder.

11.6 Severability. If any of this Agreement or the application thereof to any Person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by Law.

11.7 Binding Agreement. Subject to the restrictions on Transfers set forth herein, this Agreement shall inure to the benefit of and be binding upon the Partners and their respective heirs, executors, legal representatives, successors and permitted assigns. None of the provisions of this Agreement are intended to be, nor shall the provisions be construed to be, for the benefit of any Third Party.

11.8 Additional Remedies. The rights and remedies of any Partner hereunder shall not be mutually exclusive, i.e., the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended to, nor shall it, limit or affect any other rights in equity or any rights at Law or by statute or otherwise of any party aggrieved as against the other for breach or threatened breach of any provision hereof, it being the intention of this **Section 11.8** to make clear the agreement of the Partners

that the respective rights and obligations of the Partners hereunder shall be enforceable in equity as well as at law or otherwise.

11.9 Further Actions. Each of the Partners shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or appropriate to carry out the intent and purpose of this Agreement and that are not inconsistent with the terms hereof.

11.10 Prohibition Against Partition. Each of the Partners hereby permanently waives and relinquishes any and all rights it may have to cause all or any part of any assets of the Partner, to be partitioned, it being the intention of the Partners to prohibit any Partner from bringing a suit for partition against the other Partners, or any of them.

11.11 Construction.

(i) Except as otherwise expressly provided herein: where a word or phrase is defined herein, each of its other grammatical forms have a correlative meaning; (b) the terms "hereof," "herein," "hereunder," "hereby," "hereto," "herewith" and words of similar import are to be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; (c) a reference herein to an Article, Section, paragraph, Exhibit, preamble, or recital is a reference to an Article, Section, paragraph, Exhibit, preamble, or recital, respectively, of or to this Agreement; (d) the words "include," "includes," and "including" as used herein are deemed to be followed by the words "without limitation" and the canon of interpretation *ejusdem generis* is not to apply; (e) the symbol "\$" mean United States Dollars; and (f) all accounting terms used and not defined herein have the respective meanings given to them under GAAP.

(ii) Unless otherwise expressly provided herein, any reference (a) to a Contract (including this Agreement) and all other contractual instruments is a reference to such Contract or instrument (including all exhibits, schedules, appendices, annexes, and other attachments thereto) as the same may be amended or otherwise modified in accordance with the terms thereof and (b) to a Law is a reference to all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting such Law.

(iii) If an Entity has an obligation hereunder to not permit another Person from taking any action, then such Entity is deemed to have a concurrent obligation to cause such other Person, to the extent such Entity is capable of exercising control over the actions of such other Person, to cease taking such action (if applicable) and to refrain from taking such action.

(iv) The term "control," as used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting Securities, by Contract, or otherwise.

(v) If a Partner is expressly or impliedly entitled to exercise discretion hereunder or any rights hereunder, then such Partner is permitted to exercise such discretion and rights in such Partner's sole discretion, without considering the interests of any other Person.

11.12 Brokers. Each of the Partners represents to the other that they have had no contacts with any broker that could result in the obligation to pay a commission with respect to the transactions contemplated by this Agreement. Each Partner shall indemnify and hold harmless the

other Partner for any claims for such a commission, and all expenses relating thereto, relating to the indemnifying Partner's contacts.

11.13 Counterparts. This Agreement may be executed and delivered in two or more counterparts (including via facsimile or as a portable document format attachment (or similar attachment to an email)) with each such counterpart deemed to be an original hereof and all of such counterparts deemed to be one and the same Agreement.

11.14 Entire Agreement. This Agreement, the Partnership's certificate of formation, all documents delivered in connection with a Partner's admission to the Partnership as a Partner, and all documents delivered by a Partner contain the entire agreement between the Partners with respect to the subject matter hereof.

11.15 Dispute Resolution. In the event of any dispute or claim arising out of this Agreement, the Partners first shall attempt to resolve the controversy by mediation in good faith with a neutral mediator. Any Partner is permitted to commence mediation by providing the other Partners that are to be subject to the mediation written request for mediation by the American Arbitration Association ("AAA"). The request shall set forth the subject of the dispute and the relief requested. The Partners will cooperate in selecting a mediator from a panel of neutrals from AAA, and in scheduling the mediation proceedings. The Partners agree to participate in the mediation in good faith, share equally in its costs and pay their own attorneys' fees in the mediation.

11.16 Binding Arbitration. Any controversy, claim, or dispute between the Partners, directly or indirectly, concerning this Agreement or the subject matter hereof, including questions concerning the scope and applicability of this arbitration clause, not settled by mediation as described in **Section 11.15**, shall be finally settled by arbitration in the City of Allentown, Pennsylvania, pursuant to the rules then applying of the AAA. The arbitrators shall consist of one representative selected by the moving Partner, one representative selected by the responding Partner or Partners, and one representative selected jointly by the first two arbitrators. The decision in writing of any two of the arbitrators shall be binding and conclusive on all of the Partners. Any decision or award of the arbitrators shall be final and conclusive on the Partners; judgment upon such decision or award may be entered in any competent Federal or state court located in the United States of America; and the application may be made to such court for confirmation of such decision or award for any order of enforcement and for any other legal remedies that may be necessary to effectuate such decision or award.

11.17 Governing Law; Jury Waiver. This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania (other than its rules as to conflicts of law to the extent that such rules would result in the application of the laws of some other jurisdiction). Any rights to trial by jury with respect to any claim, action or proceeding, directly or indirectly, arising out of, or relating to, this Agreement are waived by the Partners and all such disputes shall be resolved pursuant to Sections 11.15 and 11.16.

IN WITNESS WHEREOF, the parties hereto executed this Agreement effective as of the Effective Date.

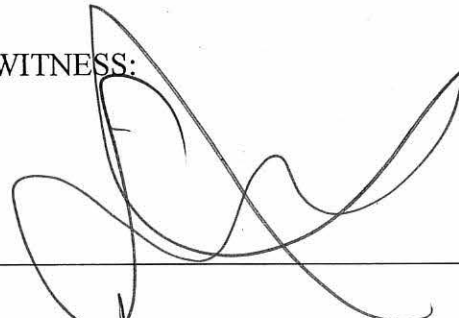
WITNESS:



GENERAL PARTNERS:
RUCKUS INVESTMENT PROPERTIES, LLC

By: 
_____ JOSH WOOD

WITNESS:





LIMITED PARTNERS:


_____ Joshua Wood


_____ Alexander Friedman

EXHIBIT A

Partners	Class A Units	Class B Units	Class C Units	Total Units	Percentage Interest
<i>Ruckus Investment Group, LLC</i>	10				1.00
<i>Joshua Wood</i>			495		49.50
<i>Alexander Friedman</i>			495		49.50
Total	10	0	990	1,000	100.0%



Site Address	1815-1823 E COMMERCIAL BOULEVARD, FORT LAUDERDALE FL 33308	ID #	4942 13 04 0340
Property Owner	BREWERS HILL DEVELOPMENT GROUP LP	Millage	0312
Mailing Address	400 E 67 ST # 23A NEW YORK NY 10065	Use	11-03
Abbr Legal Description	CORAL RIDGE ADD A 41-30 B LOT 10,11 BLK 2		

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

* 2025 values are considered "working values" and are subject to change.					
Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2025*	\$1,394,200	\$4,390,700	\$5,784,900	\$5,784,900	
2024	\$1,394,200	\$4,390,700	\$5,784,900	\$5,784,900	\$112,204.28
2023	\$1,394,200	\$4,152,740	\$5,546,940	\$5,546,940	\$109,084.23
2025* Exemptions and Taxable Values by Taxing Authority					
	County	School Board	Municipal	Independent	
Just Value	\$5,784,900	\$5,784,900	\$5,784,900	\$5,784,900	
Portability	0	0	0	0	
Assessed/SOH	\$5,784,900	\$5,784,900	\$5,784,900	\$5,784,900	
Homestead	0	0	0	0	
Add. Homestead	0	0	0	0	
Wid/Vet/Dis	0	0	0	0	
Senior	0	0	0	0	
Exempt Type	0	0	0	0	
Taxable	\$5,784,900	\$5,784,900	\$5,784,900	\$5,784,900	
Sales History				Land Calculations	
Date	Type	Price	Book/Page or CIN	Price	Factor
5/23/2022	WD*-E	\$7,575,000	118183143	\$50.00	27,884
7/26/2016	SW*-D	\$8,300,000	113841999		
1/6/2015	SW*-E	\$2,400,000	112737654		
10/23/1998	QCD	\$100	28989 / 1825		
				Adj. Bldg. S.F. (Card, Sketch)	
				9773	
				Eff./Act. Year Built: 2017/2016	

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03						F2		
C								
9773						27884		

Prepared by and return to:
Tim A. Shane, Esq.
4400 N. Federal Highway
Suite 210
Boca Raton, FL. 33431

Parcel ID # 4942 13 04 0330
4942 13 04 0340

Documentary Stamp Tax: \$53,025.00

WARRANTY DEED

THIS WARRANTY DEED, made this 23 day of May, 2022, by ZORTAM, LLC, a Florida Limited Liability Company ("Grantor"), whose address is 1000 S. Ocean Blvd., Unit 507, Boca Raton, FL 33432 and BREWERS HILL DEVELOPMENT GROUP, L.P. a Pennsylvania Limited Partnership, whose address is 240 West 37th St., 11th Floor, New York City, New York 10018 ("Grantee").

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto Grantee all that certain land lying and being in Broward County, Florida and more particularly described herein below (the "Property");

SEE EXHIBIT "A" ATTACHED HERETO AND FULLY INCORPORATED HEREIN.

Together, with all the easements, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to property described in Exhibit "A", above.

SUBJECT TO: Easements, restrictions, reservations, limitations, covenants, applicable zoning ordinances, if any, and taxes for the year 2022 and subsequent years.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said Grantor, either in law or equity, to the only proper use,

And the said Grantor do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor but against no others, to have and to hold the same in fee simple forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written. Signed sealed and delivered in our presence:

Diane Hodges
Witness
Printed Name: DIANE HODGES

Susan James
Witness
Printed Name: _____

ZORTAM LLC

BY: ZORAN ZELENIKOVSKI, MANAGER

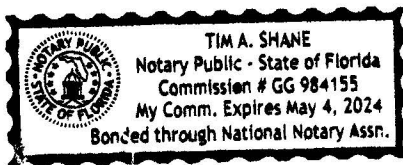


Exhibit A

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

LOTS 9, 9A, 10, 11, 12 & 12A, BLOCK 2, CORAL RIDGE-ADD. 'A', ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41, PAGE 30, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; TOGETHER WITH VACATED ALLEY LYING SOUTH OF LOTS 9 AND 12 AND LYING NORTH OF LOTS 9A AND 12A, BLOCK 2, OF SAID CORAL RIDGE-ADD. 'A', AS VACATED BY VIRTUE OF ORDINANCE NO. C-93-55 RECORDED IN OFFICIAL RECORDS BOOK 21744, PAGE 79, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.



DEVELOPMENT SERVICES DEPARTMENT – ZONING & LANDSCAPING DIVISION

BOARD OF ADJUSTMENT -AGENT AUTHORIZATION FORM

Rev: 0 | Revision Date: 01/30/2024 | Print Date: 0/00/0000

I.D. Number: BOAAAF

AGENT AUTHORIZATION FORM

Joshua Wood ("Owner") as the current title owner of the real
property located at 1823 E Commercial Blvd. Ft. Lauderdale, FL 33308
do hereby authorize
Roberto Vélez ("Authorized Agent") to act as my agent regarding the submittal
of a variance/special exception application to the City of Fort Lauderdale and appear at any and all
scheduled hearings before the Board of Adjustment for the City of Fort Lauderdale, on the date, time and
location specified on the Hearing Notice.

I authorize my agent to communicate with the City of Fort Lauderdale regarding my pending variance/special exception application and, by signing this authorization form, I hereby authorize the City of Fort Lauderdale to accept and rely on any and all communications from my Authorized Agent, whether written or oral, regarding all issues related to my pending variance/special exception application. I understand and agree that, as the Property Owner, I remain responsible for all terms and conditions outlined in the variance/special exception application, all required hearing appearances related to my variance/special exception application, and any request by the City of Fort Lauderdale and/or the Board of Adjustment to submit additional document(s) and or record(s) in support of my pending variance/special exception application.

Notwithstanding the City's receipt of my completed and executed Agent Authorization Form, I understand and agree, the City will mail or deliver all notices relating to my pending variance/special exception application to my property address, as listed on my variance/special exception application. I further understand and agree, the City of Fort Lauderdale and the Board of Adjustment assume no liability for my failure or my Authorized Agent's failure to comply with any terms or conditions outlined in my variance/special exception application, and/or my failure or my Authorized Agent's failure to appear on my behalf at any duly noticed hearings before the Board of Adjustment.

I further agree to INDEMNIFY AND HOLD HARMLESS and hereby RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS AND FOREVER COVENANT NOT TO SUE the City of Fort Lauderdale, its elected officials, employees, servants, representatives, associates, officers, agents, guests, invitees, volunteers, partners, successors and assigns from any and all liability, claims, demands, action, judgments, costs, expenses, court costs, attorney fees and causes of action whatsoever arising out of or related to any loss or damage to property, and/or injury to any person, including death, WHETHER CAUSED BY, ALLEGEDLY CAUSED BY, OR CONTRIBUTED IN WHOLE OR IN PART by the action, failure to act, negligence, breach of contract or other misconduct by my me, my Authorized Agent, my employees, servants, representatives, associates, officers, agents, volunteers, partners, successors and assigns.



DEVELOPMENT SERVICES DEPARTMENT – ZONING & LANDSCAPING DIVISION

BOARD OF ADJUSTMENT -AGENT AUTHORIZATION FORM

Rev: 0 | Revision Date: 01/30/2024 | Print Date: 0/00/0000
I.D. Number: BOAAAF

relating in any way to the City of Fort Lauderdale's reliance of the authority granted to my Authorized Agent pursuant to this Form.

BY SIGNING THIS RELEASE AND HOLD HARMLESS AGREEMENT, I ATTEST, AFFIRM, AND REPRESENT THAT I AM THE TITLE OWNER/AUTHORIZED PERSON FOR THE PROPERTY AND THAT ALL OF THE FOLLOWING STATEMENTS ARE TRUE AND CORRECT: I am at least eighteen (18) years of age and of sound and competent state of mind at the time executed this Agent Authorization Form; I executed this Agent Authorization Form as an expression of my own free act and deed; There are no oral representations or statements, apart from this Agent Authorization Form and intend to be bound by its terms; and I was not induced by the City, its employees and/or agents, or anyone, to execute this

Agent Authorization Form. *Please provide proof of ownership. If the property is owned by an Corporation, please submit Sunbiz Verification with this form.

WITNESS:

Witness Signature

Print Name

Date

Signature - Owner/Authorized Individual

Print Name - Owner/ Authorized Individual

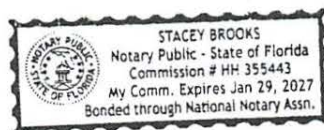
Print Title - Authorized Individual

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of April, 2025, by Joshua Wood, an individual who is personally known to me ☒ or has produced _____ as identification

[NOTARY SEAL]



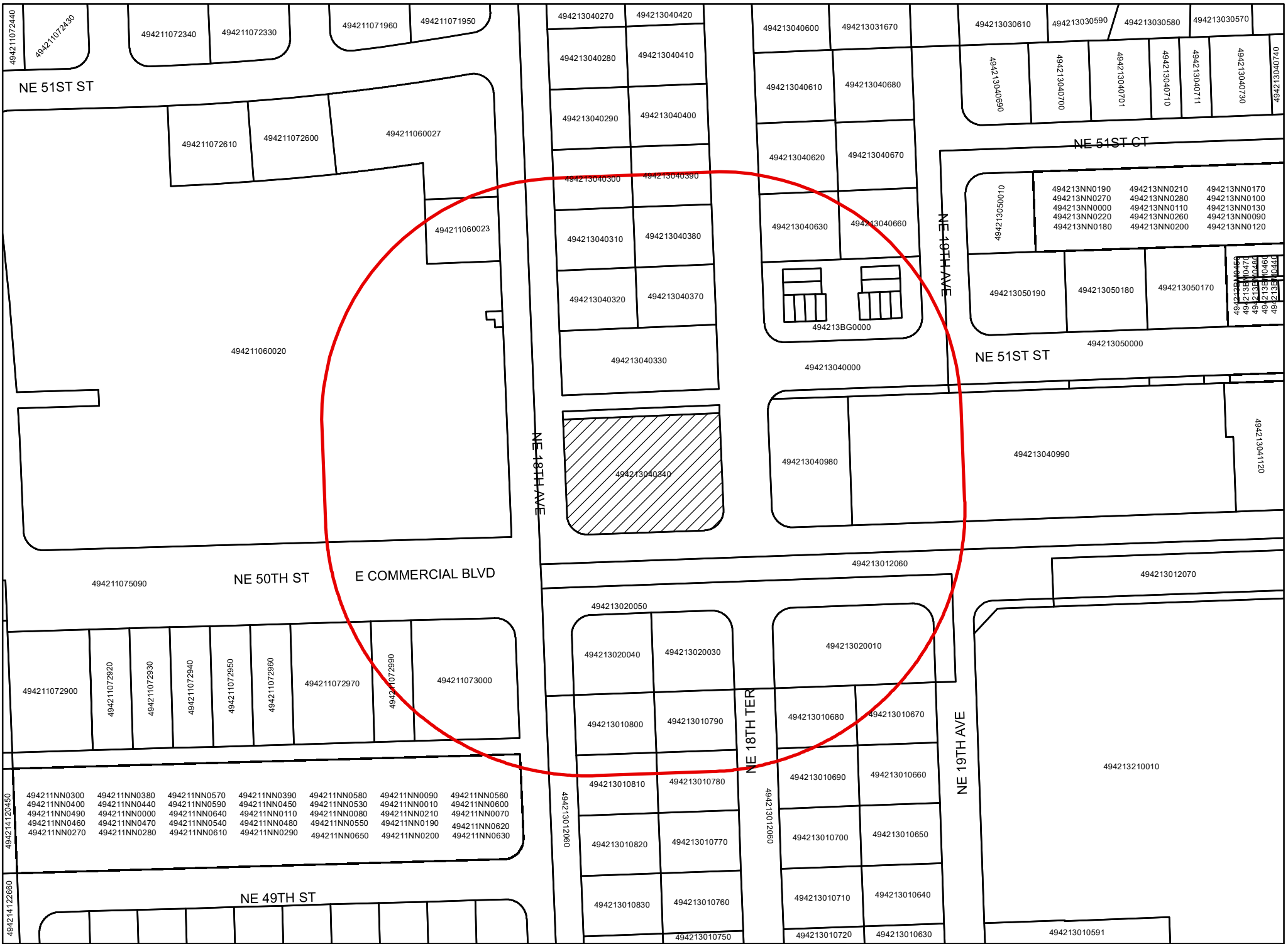
(Signature of Notary Public- State of Florida)

1/29/27

My Commission Expires:

Stacey Brooks

Print, Type, or Stamp Commissioned Name of Notary Public)



FOLIO_NUMB	NAME_LINE_	NAME_LINE1	ADDRESS_LI	CITY	STATE	ZIP	ADDRESS_1
494211060027	FLANIGANS ENTERPRISES INC		5059 NE 18 AVE	FORT LAUDERDALE	FL	33334	FORT LAUDERDALE FL33334
494211060020	69TH STREET PROPERTIES LP		136 COULTER AVE	ARDMORE	PA	19003	ARDMORE PA19003
494213040620	CARMICHAEL-AGUIAR,CAMILA	VELEZ GONZALEZ,JULIAN	5140 NE 18 TER	FORT LAUDERDALE	FL	33308	FORT LAUDERDALE FL33308
494213040390	MARINO JDR LLC		9796 PALM BREEZES DR	FORT PIERCE	FL	34945	FORT PIERCE FL34945
494213040300	WINDER,TYLER		700 PINE DR APT 308	POMPANO BEACH	FL	33060	POMPANO BEACH FL33060
494213040660	PIEMONTE CORP		5120 NE 18 TER	FORT LAUDERDALE	FL	33308	FORT LAUDERDALE FL33308
494213040630	PIEMONTE CORP		5120 NE 18 TER	FORT LAUDERDALE	FL	33308	FORT LAUDERDALE FL33308
494211060023	FLANIGANS ENTERPRISES INC		5059 NE 18 AVE	FORT LAUDERDALE	FL	33334	FORT LAUDERDALE FL33334
494213040380	BEEMAM,ADAM J & CALLIE		PO BOX 9167	CORAL SPRINGS	FL	33075	CORAL SPRINGS FL33075
494213040310	PALM LAKES I ASSOCIATES LLC		PO BOX 16030	PLANTATION	FL	33318	PLANTATION FL33318
494213BG0030	LOMBERG,LESLEY		1831 NE 51 ST #W3	FORT LAUDERDALE	FL	33308	FORT LAUDERDALE FL33308
494213040370	SEDAGHATPOUR,IREN	BAHARESTANI,MICHAEL	12 BOND ST	GREAT NECK PLAZA	NY	11021	GREAT NECK PLAZA NY11021
494213040320	INGLIS,LAURA I		2409 NE 8 AVE	WILTON MANORS	FL	33305	WILTON MANORS FL33305
494211060025	CITY OF FORT LAUDERDALE		528 NW 2 ST	FORT LAUDERDALE	FL	33311	FORT LAUDERDALE FL33311
494213040330	BREWERS HILL DEVELOPMENT	GROUP LP	400 E 67 ST #23A	NEW YORK	NY	10065	NEW YORK NY10065
494213050190	BARILE PROPERTIES INC		4640 RUE THIBAUT	*ST-HUBERT QC	CA	J3Y0	*ST-HUBERT QC CAJ3Y0
494213040990	SHEPHERD OF THE COAST LUTHERAN	CHURCH,INC	1901 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	33308	FORT LAUDERDALE FL33308
494213040980	SHEPHERD OF THE COAST	LUTHERAN CHURCH INC	1901 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	33308	FORT LAUDERDALE FL33308
494213040340	BREWERS HILL DEVELOPMENT	GROUP LP	400 E 67 ST #23A	NEW YORK	NY	10065	NEW YORK NY10065
494213020050	PUBLIC LAND	% CITY OF FORT LAUDERDALE	101 NE 3 AVE STE 2100	FORT LAUDERDALE	FL	33301	FORT LAUDERDALE FL33301
494213020010	TECH FALL 1880 LLC		2428 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	33308	FORT LAUDERDALE FL33308
494213020030	MUNIM,AMJAD		1820 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	33308	FORT LAUDERDALE FL33308
494213020040	1800 COMMERCIAL LLC		2460 E COMMERCIAL BLVD #202	FORT LAUDERDALE	FL	33308	FORT LAUDERDALE FL33308
494211073000	COMMERCIAL BLVD FINANCIAL LLC	%SYNOVUS BANK ATTN: JEN HINES	PO BOX 120	COLUMBUS	GA	31902	COLUMBUS GA31902
494211072990	DPT DEVELOPMENT LLC		1754 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	33334	FORT LAUDERDALE FL33334
494211072970	1750 BUILDING LLC		4280 GALT OCEAN DR #6F	FORT LAUDERDALE	FL	33308	FORT LAUDERDALE FL33308
494213010670	VBPS LLC		514 SE 11 CT	FORT LAUDERDALE	FL	33316	FORT LAUDERDALE FL33316
494213010680	BARILE PROPERTIES INC		4640 RUE THIBAUT	*ST HUBERT QC	CA	J3Y0	*ST HUBERT QC CAJ3Y0
494213010790	MANTILLA,ELEONORA		5300 NW 64 TER	LAUDERHILL	FL	33319	LAUDERHILL FL33319
494213010800	VIDAS INC		4850 NE 18 AVE	FORT LAUDERDALE	FL	33334	FORT LAUDERDALE FL33334
494213010690	MUNIM,AMJAD		4901 NE 18 TER	FORT LAUDERDALE	FL	33308	FORT LAUDERDALE FL33308
494213010780	MUNIM,AMJAD		4901 NE 18 TER	FORT LAUDERDALE	FL	33308	FORT LAUDERDALE FL33308
494213010810	GRONEMEIER,THOMAS G		4900 NE 18 AVE	FORT LAUDERDALE	FL	33334	FORT LAUDERDALE FL33334
494213BG0090	DAMBROSIO,ALDO R & RUBY Y		1831 NE 51 ST #E3	FORT LAUDERDALE	FL	33308	FORT LAUDERDALE FL33308
494213BG0020	VARGO,CYNTHIA L	CYNTHIA L VARGO REV TR	1831 NE 51 ST #W2	FORT LAUDERDALE	FL	33308	FORT LAUDERDALE FL33308
494213BG0080	ROETHER,KAYLA M H/E	ROETHER,SCOTT R & KIMBERLY	1831 NE 51 ST #E2	FORT LAUDERDALE	FL	33308	FORT LAUDERDALE FL33308
494213BG0010	STATES,H BARY		1831 NE 51 ST UNIT W-1	FORT LAUDERDALE	FL	33308	FORT LAUDERDALE FL33308
494213BG0040	MEJIA,EDUVIGES		1831 NE 51 ST UNIT W4	FORT LAUDERDALE	FL	33308	FORT LAUDERDALE FL33308
494213BG0050	DEPEDRO,MARIO CHARLES		1831 NE 51 ST #W5	FORT LAUDERDALE	FL	33308	FORT LAUDERDALE FL33308
494213BG0060	GILLIAN,GARY		1831 NE 51 ST #W-6	FORT LAUDERDALE	FL	33308	FORT LAUDERDALE FL33308
494213BG0120	FORREST,JULIA		1831 NE 51 ST #E6	FORT LAUDERDALE	FL	33308	FORT LAUDERDALE FL33308
494213BG0110	RADTKE,NIKOLE JENENE	RADTKE,CAROL	9517 STATE RD APT L	PHILADELPHIA	PA	19114	PHILADELPHIA PA19114
494213BG0100	WEINTRAUB,MALLORY		1831 NE 51 ST APT E4	FORT LAUDERDALE	FL	33308	FORT LAUDERDALE FL33308
494213BG0070	CUNDY,THOMAS CARROLL III		1831 NE 51 ST #E1	FORT LAUDERDALE	FL	33308	FORT LAUDERDALE FL33308
494213012060	PUBLIC LAND	% CITY OF FORT LAUDERDALE	101 NE 3 AVE STE 2100	FORT LAUDERDALE	FL	33301	FORT LAUDERDALE FL33301
494211075090	PUBLIC LAND	% CITY OF FORT LAUDERDALE	101 NE 3 AVE STE 2100	FORT LAUDERDALE	FL	33301	FORT LAUDERDALE FL33301
494211NN0040	PECCIOLI,ADRIANA A	RYSKOSKI,LISA	7499 ABBEY RD	GURNEE	IL	60031	GURNEE IL60031
494211NN0050	BIONDI,ANGELO L	BIONDI,ELISA M	1815 SPRUCE ST	HIGHLAND PARK	IL	60035	HIGHLAND PARK IL60035
494211NN0020	PALANDRI,ZELINDA		2438 WESTERN AVE	HIGHLAND PARK	IL	60035	HIGHLAND PARK IL60035
494211NN0030	DUCHANE FAM TR		1745 NE 49 ST #103	FORT LAUDERDALE	FL	33334	FORT LAUDERDALE FL33334
494211NN0130	MENONI,MICHAEL R	MENONI,STEVEN J	632 ONWENTSIA AVE	HIGHLAND PARK	IL	60035	HIGHLAND PARK IL60035

494211NN0060	RONCHETTO TR		5705 S OAK RD	WEST BEND	WI	53095	WEST BEND	WI53095
494211NN0120	PP AMIDEI & M AMIDEI REV TR		1745 NE 49 ST #201	FORT LAUDERDALE	FL	33334	FORT LAUDERDALE	FL33334
494211NN0100	DIAMBRI,MARINO B & GINA		935 HALFDAY RD	ISLAND PARK	IL	60035	ISLAND PARK	IL60035
494211NN0110	NORDGAARD,JAMES & VIRGINIA		1745 NE 49 ST #111	FORT LAUDERDALE	FL	33334	FORT LAUDERDALE	FL33334
494211NN0160	GALLI,MAURO &	GALLI,PATRICIA	161 TOULON DR	BUFFALO GROVE	IL	60089	BUFFALO GROVE	IL60089
494211NN0170	EUGENE D & CAROL E CROVETTI TR		1225 SHERWOOD RD	HIGHLAND PARK	IL	60035	HIGHLAND PARK	IL60035
494211NN0140	ORI,ARTHUR S	ORI,HELEN A	2775 PORT CLINTON	HIGHLAND PARK	IL	60035	HIGHLAND PARK	IL60035
494211NN0150	DOMENIC BRUGIONI TR	BRUGIONI,DOMENIC TRSTEE	3179 DATO AVE	HIGHLAND PARK	IL	60035	HIGHLAND PARK	IL60035
494211NN0221	MAY,JULIE	MAY,WILLIAM	5420 ORCHARD AVE	ROCKFORD	IL	61108	ROCKFORD	IL61108
494211NN0180	CISTERNINO,MICHELE	CISTERNINO,NICOLE	2851 W SHAKESPEARE AVE #1	CHICAGO	IL	60647	CHICAGO	IL60647
494211NN0220	ORI,RICHARD J		1745 NE 49 ST #211	FORT LAUDERDALE	FL	33334	FORT LAUDERDALE	FL33334
494211NN0230	HASTINGS,GERALD J	LUNARDI,LEE	2297 CARILLON DR #102	GRAYSLAKE	IL	60030	GRAYSLAKE	IL60030
494211NN0240	LOACKER FAM TR		579 BARBERRY RD	HIGHLAND PARK	IL	60035	HIGHLAND PARK	IL60035
494211NN0250	ROSE REYNOLDS LIV TR	REYNOLDS,ROSE TRSTEE	29531 N HIGHWAY 12	WAUCONDA	IL	60084	WAUCONDA	IL60084
494211NN0260	PETERSEN,DAVID	PETERSEN,CYNTHIA Y	3B GRAMERCY LN	MANCHESTER	NJ	08759	MANCHESTER	NJ08759
494211NN0310	FRANK & CONNIE PIEROTTI REV TR	PIEROTTI,CONNIE TRSTEE	3316 MARRAST DR	CLARKSVILLE	TN	37043	CLARKSVILLE	TN37043
494211NN0320	ALFONO & LAURA ZANNI LIV TR		875 HALF DAY RD	HIGHLAND PARK	IL	60035	HIGHLAND PARK	IL60035
494211NN0330	NIZZI REVOCABLE LIVING TR		2484 WESTERN AVE	HIGHLAND PARK	IL	60035	HIGHLAND PARK	IL60035
494211NN0340	UNDERKOFFLER,BARB	UNDERKOFFLER,DAVID	1725 NE 49 ST #202	FORT LAUDERDALE	FL	33334	FORT LAUDERDALE	FL33334
494211NN0350	BELAJACK,DAWN		267 GRIMSBY ST	STATEN ISLAND	NY	10306	STATEN ISLAND	NY10306
494211NN0360	YOKE,ELIZABETH G		11 WYOMING DR	JACKSON	NJ	08527	JACKSON	NJ08527
494211NN0370	ELIZABETH T HAWARI TR		1725 NE 49 ST #205	FORT LAUDERDALE	FL	33334	FORT LAUDERDALE	FL33334
494211NN0410	ORIETTA BRUNINI TR	BRUNINI,ORIETTA,TRSTEE	36 SQUIRE RD	HAWTHORN WOODS	IL	60047	HAWTHORN WOODS	IL60047
494211NN0420	VIERA,PHILIP		1725 NE 49 ST APT 210	OAKLAND PARK	FL	33334	OAKLAND PARK	FL33334
494211NN0430	ELSA AMIDEI TR	AMIDEI,ELSA TRSTEE	239 WASHINGTON AVE	HIGHWOOD	IL	60040	HIGHWOOD	IL60040
494211NN0510	BARTLEY,MARK	BARTLEY,DIANE	5 JANE PL	HAZLET	NJ	07730	HAZLET	NJ07730
494211NN0520	DOMENICO DE FILLIPPIS TR		1705 NE 49 ST #109	FORT LAUDERDALE	FL	33334	FORT LAUDERDALE	FL33334
494211NN0500	DOMENICA BRUGIONI REV LIV TR		33 PLEASANT AVE	HIGHWOOD	IL	60040	HIGHWOOD	IL60040
494211NN0560	GIBERSON,SUSAN E		709 OCEAN AVE APT 39	AVON BY SEA	NJ	07717	AVON BY SEA	NJ07717
494211NN0570	WILLIAMS,BRIAN W	WILLIAMS,HEIDI R	409 DEEP RIVER RD	SANFORD	NC	27330	SANFORD	NC27330
494211NN0580	PAUL,ROGER	PAUL,ROSEMARIE	20 MARSTON ROW	MANCHESTER	NJ	08759	MANCHESTER	NJ08759
494211NN0590	NAPOLI,CARL	MIEDONA,MICHAEL	5448 N PITTSBURGH AVE	CHICAGO	IL	60656	CHICAGO	IL60656
494211NN0600	RUDLOFF,KATHLEEN		1705 NE 49 ST #206	FORT LAUDERDALE	FL	33334	FORT LAUDERDALE	FL33334
494211NN0530	PECCIOLI,ALBERT	CISTERNINO,LINO	1020 SURREY CT	GURNEE	IL	60031	GURNEE	IL60031
494211NN0540	LOGLI TR	LOGLI,MARCELLO TRSTEE ETAL	1705 NE 49 ST #111	FORT LAUDERDALE	FL	33334	FORT LAUDERDALE	FL33334
494211NN0550	DANELUZZI,MAUREEN	DANELUZZI,PATRICIA & DANELUZZI,E	59 COMSTOCK AVE	STATEN ISLAND	NY	10314	STATEN ISLAND	NY10314
494211NN0610	BIONDI,VIRINEIA		1695 2 ST APT 501	HIGHLAND PARK	IL	60035	HIGHLAND PARK	IL60035
494211NN0630	LOGLI,LILIANA	LOGLI,VITTORIA	1705 NE 49 ST #209	FORT LAUDERDALE	FL	33334	FORT LAUDERDALE	FL33334
494211NN0650	HANSEN,KAARE	HEYNIGER,NICOLE	1705 NE 49 ST #211	FORT LAUDERDALE	FL	33334	FORT LAUDERDALE	FL33334
494211NN0620	HAWARI,MICHELLE	BATTISTA,MICHELE	849 N FRANKLIN ST UNIT 1003	CHICAGO	IL	60610	CHICAGO	IL60610
494211NN0640	FESHUK FAM REV TR	FESHUK,CLAIRE M TRSTEE	1705 NE 49 ST #210	FORT LAUDERDALE	FL	33334	FORT LAUDERDALE	FL33334
494211NN0070	VIERA,MARTIN R H/E	VIERA,JOSEPH & VIERA,PHILLIP A	1745 NE 49 ST #107	FORT LAUDERDALE	FL	33334	FORT LAUDERDALE	FL33334
494211NN0080	HANNEMANN,JANINE		RR 3 #15 MACPHERSON CRESCENT	*PUSLINCH ON	CA	N0B 2	*PUSLINCH ON	CAN0B 2
494211NN0090	GIUSEPPE & MARY CISITERNINO TR		1366 QUAKER LN	PROSPECT HEIGHTS	IL	60070	PROSPECT HEIGHTS	IL60070
494211NN0010	SCHAUFFERT,ALYCE J	SCHAUFFERT,ANDREW C	16 LONGVIEW DR	CLIFTON PARK	NY	12065	CLIFTON PARK	NY12065
494211NN0190	ERMANNAM AMIDE LIV TR		121 PRAIRIE AVE	HIGHWOOD	IL	60040	HIGHWOOD	IL60040
494211NN0200	AMIDEI,TANYA	PESCH,MARIANNE	1745 NE 49 ST #209	FORT LAUDERDALE	FL	33334	FORT LAUDERDALE	FL33334
494211NN0210	ANNA M CARANI REV TR	CARANI,ANNA M TRSTEE	430 N CENTRAL AVE APT 1-D	HIGHWOOD	IL	60040	HIGHWOOD	IL60040
494211NN0270	PETERSEN,STEVEN	PETERSEN,DENISE	6313 E ROCHELLE ST	MESA	AZ	85215	MESA	AZ85215
494211NN0280	GRECO FAM TR	% EUGENE & LENA GRECO	2987 PRISCILLA AVE	HIGHLAND PARK	IL	60035	HIGHLAND PARK	IL60035
494211NN0290	JUNG,CAROL ANN &	JUNG,PETER H	806 COUNTY ROAD 526	BAYFIELD	CO	81122	BAYFIELD	CO81122
494211NN0300	BIONDI,ROGER	BIONDI,JOANNE	1450 MCDANIELS AVE	HIGHLAND PARK	IL	60035	HIGHLAND PARK	IL60035

494211NN0380	BONDI,LUCAS M	BONDI,BRETT A	1725 NE 49 ST #206	FORT LAUDERDALE	FL	33334	FORT LAUDERDALE	FL33334
494211NN0390	YOKEL,GREGG		1725 NE 49 ST #207	FORT LAUDERDALE	FL	33334	FORT LAUDERDALE	FL33334
494211NN0400	ROBERT & MARY JO BIONDI LIV TR		1608 N CHICAGO AVE	ARLINGTON HEIGHTS	IL	60035	ARLINGTON HEIGHTS	IL60035
494211NN0440	GINETTA MASCONI TR	%WILLIAM MOSCONI	1220 BENSON LN	GREEN OAKS	IL	60048	GREEN OAKS	IL60048
494211NN0450	ECCLESTON,RICHARD	ECCLESTON,SHIRLEY	11 BAY FIRST ST	ISLIP	NY	11751	ISLIP	NY11751
494211NN0460	FINN,ROSE A	SCHAUFFERT,EDWARD A	1705 NE 49 ST #103	FORT LAUDERDALE	FL	33334	FORT LAUDERDALE	FL33334
494211NN0470	TOMMASI,GILDA GIOCONDO H/E	ESTRADA,PAOLA	1705 NE 49 ST #104	FORT LAUDERDALE	FL	33334	FORT LAUDERDALE	FL33334
494211NN0480	BRANDONISIO,JAMES	BRANDONISIO,LINA D	840 EVERGREEN LN	PARK CITY	IL	60085	PARK CITY	IL60085
494211NN0490	FRANCESCO CISTERNINO TR	GRACE M CISTERNINO TR ETAL	349 WASHINGTON AVE	HIGHWOOD	IL	60040	HIGHWOOD	IL60040



NARRATIVE FOR SPECIAL EXCEPTION

Author: Roberto Velez - EL BALCON DE LAS AMERICAS VIII, INC

Date: 04-10-2025

Applicable ULDR Section: 5-27

EL BALCÓN DE LAS AMÉRICAS VIII, INC. is a Colombian restaurant located in **1823 E Commercial Boulevard, Fort Lauderdale, FL 33308** that offers an authentic Latin American dining experience. Our business primarily generates income through the sale of traditional Colombian dishes. The addition of a 2COP (beer and wine) license is intended to enhance the dining experience for our customers and is complementary to our food service.

We are respectfully requesting a special exception due to our proximity to a church. The consumption of beer and wine will be strictly onsite and intended solely for patrons dining in. There will be no entertainment or alcohol promotions.

Our goal is to continue serving as a family-friendly establishment with a rich culinary heritage. The addition of beer and wine is expected to increase our competitiveness while still maintaining a community-centered, responsible environment.

We are committed to operating in full compliance with the City's ULDR and maintaining harmony with the surrounding neighborhood.



























Record #
BT-LIQ-23060005

Record Type
BusinessTax/Liquor Measurement
Request/NA/NA

Address
1823 E COMMERCIAL BLVD, FORT
LAUDERDALE, 33308

Contact Name

Contact Phone
((XXX)XXX-XXXX)

Request Comment

Request Date
06/27/2023

Scheduled Date
06/28/2023

Department
Business Tax

Inspector
Brian Rokuson

Inspection Date
06/28/2023

Result
Disapproved

Inspection Type
Liquor Measurement Request

Result Comment

MEASUREMENT CONDUCTED AT 11:00AM ON 6/27/2023 -
DISAPPROVED- 176' FROM PROPERTY LINE OF 1841 E COMMERCIAL
BLVD, SHEPHERD OF THE COAST LUTHERAN CHURCH.

IF YOU WISH TO APPLY FOR AS SPECIAL EXCEPTION, PLEASE
CONTACT ZONING 954-828-5820 EXT. 3 AND REQUEST MORE INFO.

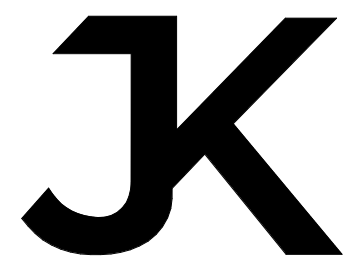
NTE Reading Location

NTE Reading Decibel(s)

Inspection Created By
Brian Rokuson

Inspection Created Date
06/28/2023

Inspection Created Time
2:06



JAY KAM B GROUP

JAY KAMB GROUP
6245 N. FEDERAL HIGHWAY SUITE
#318, FORT LAUDERDALE, FL 33308
OFFICE: 954-906.0004
MOBILE: 954-242.8565
WWW.JAYKAMB.COM
EMAIL: INFO@JAYKAMB.COM

ARCHITECTURA GROUP INC
605. LINCOLN ROAD #302
MIAMI BEACH, FL 33139
EMAIL: AG@AG-ARCHITECTURE.COM
PHONE: (305) 310-8206

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MANNER WHATSOEVER, NOR ARE THEY TO BE
ASSIGNED TO ANY THIRD PARTY WITHOUT
FIRST OBTAINING THE EXPRESS WRITTEN
PERMISSION, CONSENT, AND APPROPRIATE
COMPENSATION TO ARCHITECTURA GROUP.
WRITTEN DIMENSIONS SHALL HAVE
PRECEDENCE OVER SCALE DIMENSIONS.
CONTRACTOR SHALL VERIFY AND BE
RESPONSIBLE FOR DIMENSIONS AND
CONDITIONS OF THE JOB AND ARCHITECTURA
GROUP BE NOTIFIED IN WRITING OF ANY
VARIATION FROM THE DIMENSIONS,
CONDITIONS AND SPECIFICATIONS APPEARING
ON THESE PLANS (c) 2019.

SIGN &
SEAL

J.A. GARRARRA
LIC. #AR0017394

PROJECT NAME:
BALCON FORT
LAUDERDALE

PROJECT ADDRESS:
1823 E Commercial Blvd
Fort Lauderdale, FL 33308

CLIENT:
BALCON DE LAS AMERICAS



PROJECT DATA:

DRAWN BY: J.C

CHECKED BY: A.G

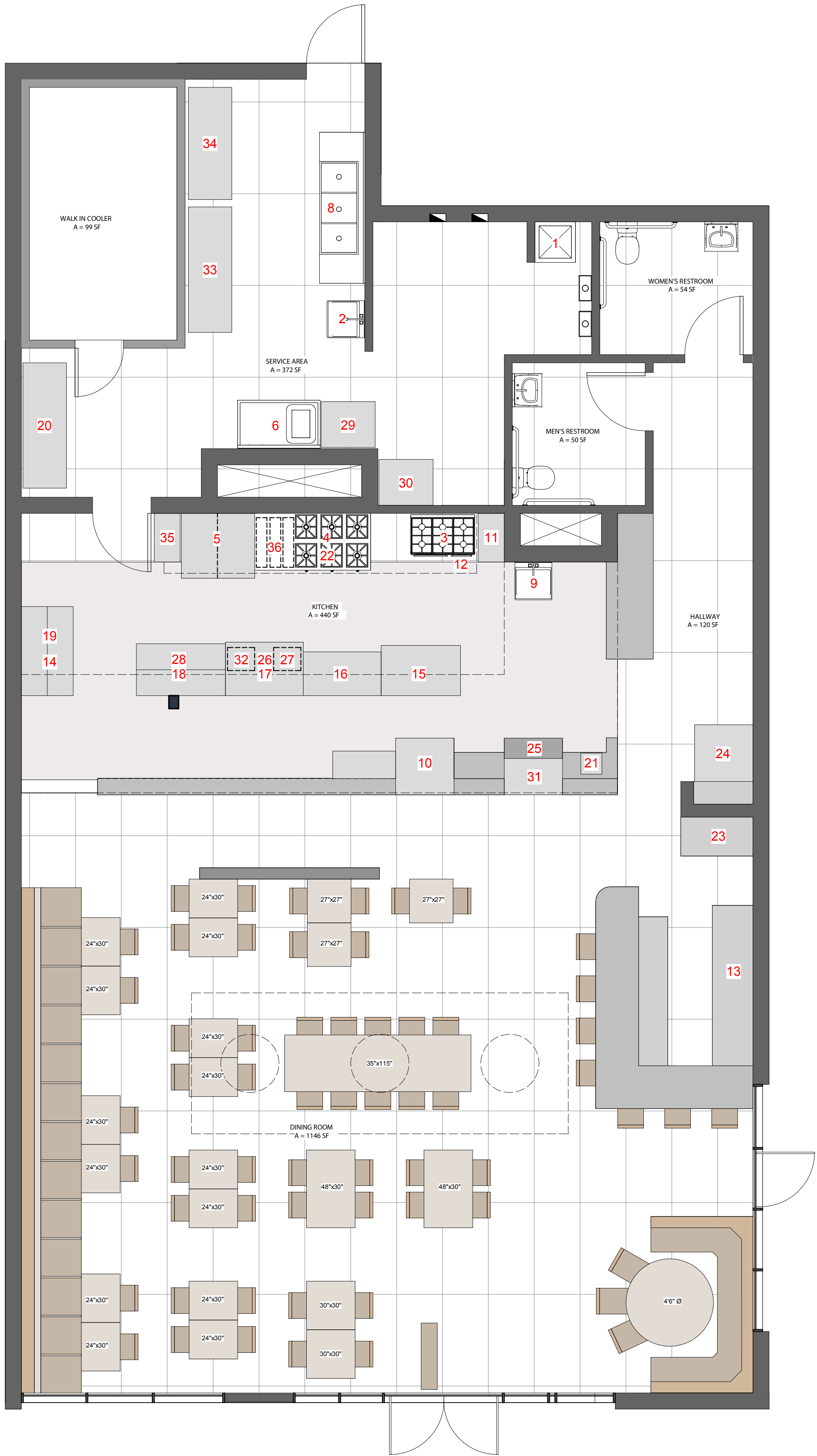
PROJECT #: 25-1823

ISSUED FOR:

ISSUED DATE: JANUARY 2025

DBPR

1.0



DBPR

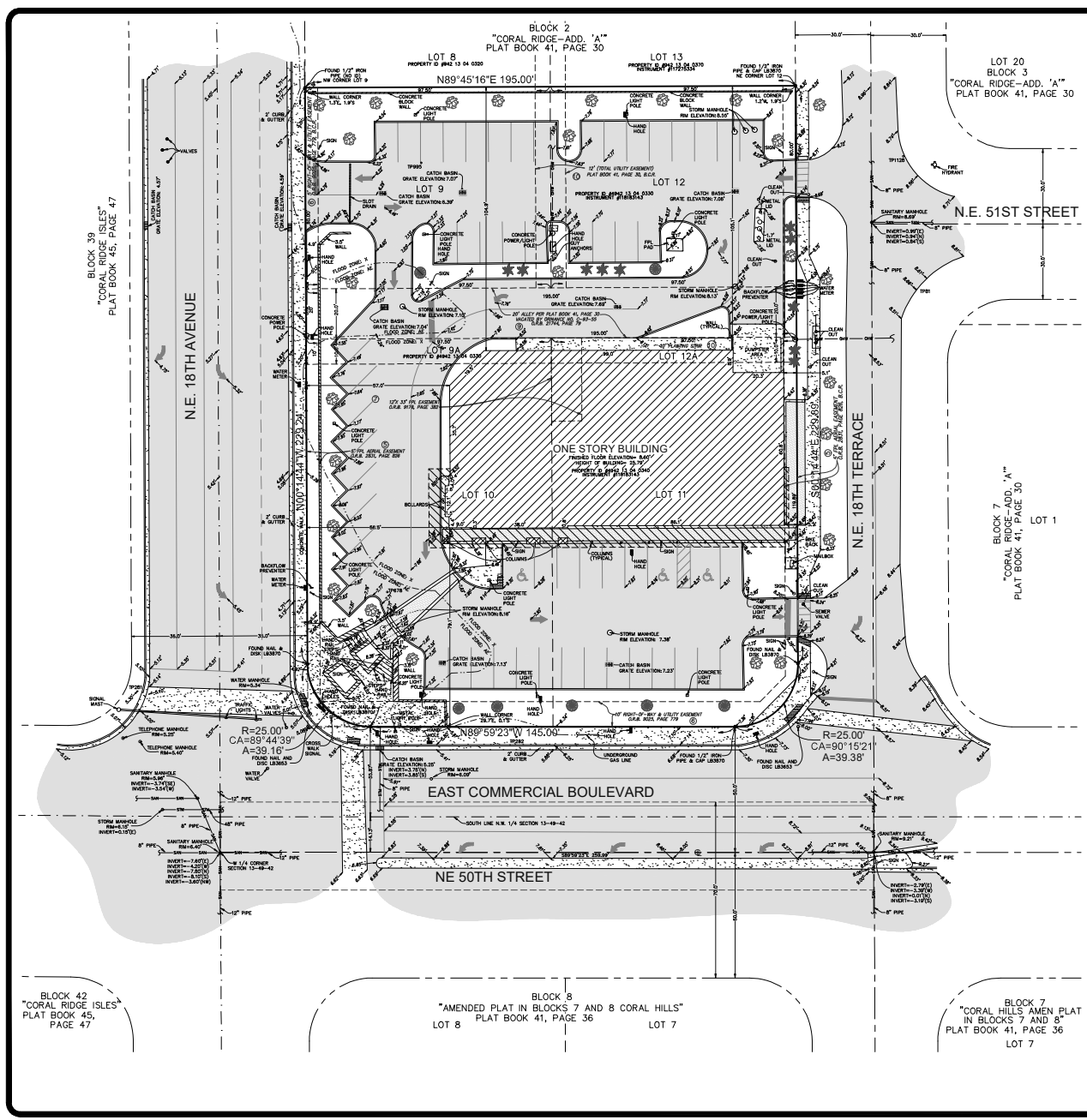
SCALE 1/4" = 1' - 0"

EQUIPMENTS

- MOP SINK
- HAND WASHING STATION #1
- RANGE #1
- RANGE #2
- DOUBLE OVEN
- DISHWASHER SINK
- COFFE MACHINE
- 3 COMPARTMENT SINK
- HAND WASHING STATION #2
- BAKERY DISPLAY
- CHEST FREEZER #1
- HOOD
- UNDER COUNTER REFRIGERATOR
- SOUP WARMER
- PREP TABLE #2
- PREP TABLE #3
- PREP TABLE #4
- PREP TABLE #5
- PREP TABLE #6
- PREP TABLE #7
- CASH REGISTER
- REACH IN COOLER (BELOW)
- HAND WASHING SINK
- BEVERAGE DISPLAY
- HOT HOLDING DISPLAY
- FLIT TOP UNIT
- MICROWAVE #1
- STEAM TABLE
- DISHWASHER
- ICEMACHINE
- BEVERAGE DISPLAY
- MICROWAVE #2
- CHEST FREEZER #2
- 2 DOOR REACH -IN FREEZER
- RICE WARMER
- (3) FRYERS

MAXIMUM OCCUPANCY = 82

- DINING ROOM
- BAR
- KITCHEN
- SERVICE AREA
- WOMAN'S RESTROOM
- MEN'S RESTROOM



LEGEND

- CONCRETE
- ASPHALT PAVEMENT
- ELEVATION
- OVERHEAD WIRES
- UNDERGROUND WATER LINE
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND ELECTRIC LINE
- CENTERLINE
- O.R.B.
- FPL
- TP
- R
- CA
- ARC LENGTH
- UNIDENTIFIED TREE
- PALM TREE
- OAK TREE

VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION:
LOTS 9, 9A, 10, 11, 12 AND 12A, BLOCK 2, "CORAL RIDGE-ADDITION 'A'", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41, PAGE 30, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; TOGETHER WITH THE VACATED ALLY LYING SOUTH OF LOTS 9 AND 12 AND LYING NORTH OF LOTS 9A AND 12A, BLOCK 2, OF SAID "CORAL RIDGE-ADD. 'A'", AS VACATED BY VIRTUE OF ORDINANCE NO. C-93-55 RECORDED IN OFFICIAL RECORDS BOOK 21744, PAGE 79, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

ALSO KNOWN AS:
LOTS 9, 9A, 10, 11, 12 AND 12A, BLOCK 2, "CORAL RIDGE-ADDITION 'A'", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41, PAGE 30, TOGETHER WITH PORTION VACATED BY ORDINANCE NO. C-93-55 RECORDED IN OFFICIAL RECORDS BOOK 21744, PAGE 79, ALL OF PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

NOTES:
1. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BROWARD COUNTY BENCHMARK #1057; ELEVATION: 6.59 FEET.
3. FLOOD ZONE: AE/X; BASE FLOOD ELEVATION: 6 FEET/NONE; COMMUNITY #125105; PANEL #12011C0378; MAP DATE: 7/31/24.
4. THIS SITE LIES IN SECTION 13, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.
5. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN, WITH THE WEST LINE OF BLOCK 2 BEING NORTH 41°44'44"W.
6. REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION, BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
7. THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'.
8. THIS SITE CONTAINS 57 TOTAL PARKING SPACES (54 REGULAR & 3 HANDICAPPED).
9. THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, AGENT FILE NUMBER: 04959.0191, PREPARED BY STEWART TITLE GUARANTY COMPANY, EFFECTIVE DATE: DECEMBER 3, 2014 AT 8:00 AM. THE FOLLOWING ITEMS ARE EXCEPTIONS LISTED IN SCHEDULE B-II OF SAID COMMITMENT:
ITEMS 1, 2, 3, AND 4: STANDARD EXCEPTIONS; NOT ADDRESSED.
ITEM 5: EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN O.R.B. 2831, PAGE 826 AFFECTS THIS SITE AS DEPICTED HEREON.
ITEM 6: EASEMENT IN FAVOR OF CITY OF FT. LAUDERDALE RECORDED IN O.R.B. 9025, PAGE 779 AFFECTS THIS SITE AS DEPICTED HEREON.
ITEM 7: EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN O.R.B. 9178, PAGE 382 AFFECTS THIS SITE AS DEPICTED HEREON.
ITEM 8: CABLE TELEVISION EASEMENT RECORDED IN O.R.B. 15740, PAGE 310 AFFECTS THIS SITE BUT IS NOT DESCRIBED PROPERLY AND THEREFORE CANNOT BE PLOTTED.
ITEM 9: ORDINANCE NO. C-93-55 FILED IN O.R.B. 21744, PAGE 79, AFFECTS THIS SITE AS DEPICTED HEREON.
ITEM 10: RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS RECORDED IN PLAT BOOK 41, PAGE 30 AFFECTS THIS SITE AS DEPICTED HEREON.
ITEMS 11, 12, AND 13: NOT ADDRESSED.

10. TOTAL AREA OF BUILDINGS AND ROOF OVERHANG = 10,458 SQUARE FEET
11. ALL RECORDED DOCUMENTS ARE PER BROWARD COUNTY PUBLIC RECORDS.

CERTIFICATION:
TO BIG REALTY, LLC; TIM SHANE, PA; NOTT LAW GROUP; ZORTAM, LLC; WESTCOT LAND TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY THE ALTA AND NSPS SURVEYING INSTITUTIONS ON 12/3, 4, 7(g), 8, 9, 10 & 11(g) OF TABLE A TO THE STANDARD DETAIL REQUIREMENTS, AND THE FIELDWORK WAS COMPLETED ON 4/24/25.

DATE OF PLAT OR MAP: 4/24/25
DATE: 2025.05.01
5:06:51.0400'

Pulice
JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
MICHAEL M. MOSSEY, PROFESSIONAL SURVEYOR AND MAPPER PSM5680
STATE OF FLORIDA

NO.	REVISIONS	BY
1	2025-05-01	JOHN F. PULICE
2	2025-05-01	VICTOR R. GILBERT
3	2025-05-01	MICHAEL M. MOSSEY

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