

**CITY OF FORT LAUDERDALE  
CENTRAL CITY REDEVELOPMENT ADVISORY BOARD (CCRAB)**

**September 05, 2018**

**3:30 PM**

**CITY HALL  
8<sup>th</sup> FLOOR CONFERENCE ROOM  
100 NORTH ANDREWS AVENUE  
FORT LAUDERDALE, FLORIDA**

**AGENDA**

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- |   |   |
|---|---|
| I. Call to Order  | Cija Omengebar<br>Board Liaison                 |
| II. Nomination and Voting for Chairperson   | Cija Omengebar<br>Board Liaison                 |
| III. Nomination and Voting for Vice Chairperson   | CCRAB Chairperson                               |
| IV. Approval of Regular Minutes<br>June 06, 2018<br>August 1, 2018  | CCRAB Chairperson                               |
| V. Incentive Program Application<br>Funding Request \$100,000<br>Funding Request \$70,000   | Abby Laughlin<br>Sandbox 101 LLC<br>Owner       |
| VI. Opportunity Zone Overview   | Michael Chen<br>Economic Development<br>Manager |
| VII. Old/New Business<br>a. NE 4 <sup>th</sup> Ave Traffic Count Status<br>b. Homeless Update<br>c. Rezoning Update – September 26 <sup>th</sup> Special Workshop | Cija Omengebar                                  |
| VIII. Communications to City Commission   | CCRAB Members                                   |
| IX. Public Comment  |   |
| X. Adjournment  |   |

**THE NEXT REGULAR CCRAB MEETING WILL BE HELD, October 03, 2018**

**Purpose:** To review the Plan for the Central City CRA and recommend changes; make recommendations regarding the exercise of the City Commission's powers as a community redevelopment agency in order to implement the Plan and carry out and effectuate the purposes and provisions of Community redevelopment Act in the Central City

Redevelopment CRA; receive input from members of the public interested in redevelopment of the Central City Redevelopment CRA and to report such information to the City Commission sitting as the Community Redevelopment Agency.

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

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

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

**Note:** If you desire auxiliary services to assist in viewing or hearing the meeting or reading agendas or minutes for the meetings, please contact the City Clerk's Office at 954-828-5002 and arrangements will be made to provide these services to you.

**2<sup>nd</sup> DRAFT MEETING MINUTES  
CENTRAL CITY REDEVELOPMENT ADVISORY BOARD (CCRAB)  
CITY HALL  
100 NORTH ANDREWS AVENUE  
8<sup>th</sup> FLOOR COMMISSION CONFERENCE ROOM  
FORT LAUDERDALE, FLORIDA  
WEDNESDAY, JUNE 6, 2018 – 3:30 PM**

**Cumulative Attendance from October 2017**

<b><u>Board Members</u></b>	<b><u>Attendance</u></b>	<b><u>Present</u></b>	<b><u>Absent</u></b>
Michael Vonder Meulen	P	6	0
Justin Greenbaum (v chair)	P	6	0
Mark Antonelli	P	5	2
Laxmi Lalwani	P	1	0
Colleen Lockwood	P	5	2
Andrew Segaloff	A	4	2
Theodore Spiliotes	P	1	0
Jeff Sullivan	A	3	3
Zachary Talbot	P	1	0
Ray Thrower	P	6	0

At this time, there are 10 appointed members to the Board, which means 6 would constitute a quorum.

**Staff:**

Don Morris, Central Beach/ Central City Manager  
Cija Omengebar, CRA Planner  
Sandra Doughlin, NPF CRA

**I. Call to Order**

Chair Vonder Meulen called the meeting to order at 3:33 p.m. It was noted that a quorum was present.

**Communications to the City Commission**

The CCRA Redevelopment Plan calls for the elimination of slum and blight, and one of the ways to achieve this is to find ways to improve code compliance within the area; the concern of the Central City Redevelopment Advisory Board is that Hope South Florida is not in compliance with the zoning and other codes; therefore, the board would like the

city commission to instruct staff to make sure that this property is brought into compliance. Motion made by member Antonelli, seconded by member Lockwood. Motion passed unanimously.

## **II. Approval of April 4, 2018 Minutes**

Motion made by Vice Chair Greenbaum, seconded by member Thrower to approve minutes with requested revisions. In a voice vote motion passed unanimously.

Chair Vonder Meulen welcomed new board members, Theodore Spiliotes, Zachary Talbot and Laxmi Lalwani. The new members introduced themselves and provided some background information.

The chair also asked the board to entertain a motion to take item V (Hope South Florida) out of turn, since there were a number of neighbors in attendance who wanted to participate in the conversation. Motion made by Member Thrower, seconded by member Antonelli to take item V out of turn. In a voice vote motion passed unanimously.

## **V. Hope South Florida (taken out of turn)**

Cija advised the board that this item generated a lot of interest from residents who are concerned by Hope South Florida; and for this reason staff is requesting to table the discussion until the next regular meeting scheduled for August 1, 2018. The recommendation was made so that city staff, Hope South Florida representatives and residents would have current and accurate information on the status of this facility.

Don reminded board members that with the exception of the chair, all requests to put items on the agenda should be brought to the entire board.

New member Ted Spiliotes spoke about guidelines, sunshine requirements and certain responsibilities that come with serving on boards. Members were told that staff will provide them with the next date for training.

Staff listened to a number of concerns by the board members, including code violations, change of use issues, stop work order, the increase in the number of cars in the parking lot, etc. Member Thrower told the board that at separate community meetings that were attended by representatives from Hope South Florida their plans were very different from the ones discussed at a prior meeting. At the South Middle River Community meeting and the general membership meeting the plans presented were not the same, member Antonelli concurred with member Thrower's statement. At the meeting those plans were not favorably received by those attendees.



The close proximity to two schools, a playground and a foster home for girls causes concern to residents. These concerns were brought to the attention of the CRA staff more than a year ago.

Member Laxmi questioned why is this item being brought to the board, if staff does not have the information on the status of the code and other issues related to this property. Member Ted Spiliotes said that he was not familiar with Hope South Florida at which time he was provided some information regarding what the facility provides.

Don reminded the board members that only the Chair can request what should be put on the agenda, or an agenda item could be discussed and voted on by the board. New members will be provided a copy of the redevelopment plan.

The chair opened the floor to the residents present at the meeting. Louis Castillo, past president of the South Middle River Civic Association spoke on behalf of the current president. He shared with the board the same experience that member Thrower had regarding the complete change of their plans from one meeting to the next. He went on to tell the members that then Commissioner Trantalis was also present at the meeting; at which representatives from Hope South Florida said that there would only be handling four cases per week, which turned out to be false. The traffic at the location has also increased.

Member Laxmi said that this meeting is a little premature since staff does not have adequate information.

Member Thrower gave the board some additional information about the property, including the acreage and square footage (2 acres) and the building over 20,000 square feet. The property used to be a church, with traditional church services and feedings one night per week; now the feedings have increased to two nights per week and on Saturdays.

Guest Lena Nageon asked if a meeting could be scheduled prior to the August meeting; since no meeting is scheduled for July.

Guest William Cody, secretary of South Middle River Civic Association told the board that Hope South Florida has been using the media to share their plans to move to the new location 1100 N Andrews Avenue.

Member Ted S, who served on the Lake Ridge Board for seven years and has been the “eyes” for code said that unless someone makes a complaint and code “sees” it, nothing can be done. Code has been aware of the problems at this location for over a year, issues such as business license, stop work order, etc.

A motion made by member Antonelli, seconded by member Talbot to schedule a special meeting was withdrawn.

Member Antonelli spoke about the project being grandfathered in, land use and rezoning changes.

Discussion continued about having a special meeting prior to the August 1<sup>st</sup> meeting. Don suggested that instead of a special meeting, the concerns of the board could be sent via a communication to the City Commission.

Guest Edward Catalano reminded the board that the staff who is present at the meeting could not provide an update on what's going on at the Hope South Florida location.

Guest Louis Costillo, also told the board of his concerns for the neighborhood, and spoke of a July 25, 2017 letter which was sent to the city regarding the issues connected to this property. He said that with the neighborhood association and the CRA raising questions, they will appear to be the "bad guys".

Guest Lina Nageon, asked if a special meeting could be had to discuss this item and was told that a number of things had to be in place so that this could occur, staff from code compliance, staff from zoning and a location for the meeting would have to be available.

Chair Vonder Meulen asked the board if they'd prefer sending a communication to the board instead of taking action to schedule a special meeting. Motion to send communication to the CRA Board was made by member Antonelli, seconded by member Lockwood. The vote was unanimous.

Motion was made by member Thrower, seconded by member Antonelli to table the Hope South Florida discussion until the August meeting. Motion passed unanimously.

### **III. 2019 Budget Discussion**

CRA staff went over the budget for FY 2019; explaining that there will be a little more than \$100K available. Money available in this current year's budget has to be encumbered for a project that's "shovel ready", or it will have to be returned. Funding request/s must be made by August 1<sup>st</sup>. Motion made by member Lalwani, seconded by member Antonelli to accept the Fiscal Year 2019 budget as presented. Motion passed unanimously.

### **IV. Incentives Program**

CRA Planner, Cija Omengebar explained that instead of creating a new incentives program, the Central City CRA will use the Northwest CRA Incentive Programs making changes that will be applicable to the Central City Area. The focus areas would be NE 13<sup>th</sup> Street, NE 4<sup>th</sup> Avenue and Sunrise Boulevard. Staff will also adopt the process used by CDBG to measure success for their funding. There will be \$35K available to hire 2 part time employees, working 20 hours per week to process the incentives program. Staff also advised the board that the amendments to the redevelopment plan are completed.

The board members will be able to approve funding for certain projects in the Central City Area; and were again reminded that such projects must be ready to go to the CRA Board by the end of September. Projects will be approved on a first come first serve basis.

Motion made by member Thrower seconded by vice Chair Greenbaum to accept the incentives program as presented. Motion passed unanimously.

#### **V. Old/New Business**

- Rezoning Project Update

Chair Vonder Meulen said that the meeting was well attended, and everyone present was actively involved in the process; however, the items were somewhat disjointed at times he also felt that since it was the first meeting that there's room for improvement. The data presented was raw and members requested a refined version.

Members were told that the agenda for the next meeting is on line, also there will be full report and feedback at a later date. What was discussed and the feedback will be provided by the consultant and will be posted on line. The next community meeting is scheduled for July 11, 2018.

Member Thrower spoke about scale for housing projects, suggesting that the Northwest Gardens Project be used as an example; he also asked if the graphics were available on line. Cija promised to provide.

Due to the large turnout at the May 31<sup>st</sup> outreach meeting there was a shortage of staff and resources. CRA Manager Morris told the board that the next meeting will be better organized.

Vice Chair Greenbaum wanted to know when the consultant would be coming back before the board also if it was okay to communicate with the consultant. He was told he could; but should also copy CRA staff. He also mentioned that the graphics shared with the board members showed the Transit Oriented Development (TOD) Program east coast link to tri rail; however, this was not going to occur. According to South Florida

Regional Transportation Authority (SFRTA) the stop will either be located in Wilton Manors or Oakland Park; and the consultant should be made aware of this change.

Member Antonelli said that the meeting was useful by reaching out, engaging the community and spurring conversation.

Former CCRAB Chair Randall Klett was more forth right with his comments, saying that it was chaotic. He expressed that there were no clear indications of the locations for mixed use, single family homes and the current zoning; and what the plan calls for.

Chair Vonder Meulen said that the meeting was for getting input.

CRA Manager, Don Morris agreed saying that the meeting could have been better organized, the room should have been split and the consultant should have been in the middle of the room so that everyone could hear.

Member Antonelli said that despite the issues raised, the meeting was useful and well executed; community input is very important, it's engaging and spurred conversations.

Vice Chair Greenbaum said meeting should have been broken up into segments, to define different zones within the CRA, not the current zones but zones that make sense.

Chair Vonder Meulen said that the meeting was to listen to the neighbors and getting their input.

- Request for reinstatement to Serve on the Board

Pieter Coetzee who was automatically removed from the board for missing three consecutive meetings, explained that due to the hurricane Irma, his job took him all over the state of Florida; however, now that things are back to normal he'd like to continue to serve on the board.

Motion made by member Thrower, seconded by member Lockwood to approve the reinstatement of Mr. Coetzee. Motion to approve was unanimous. The request to reinstate will be sent to the CRA Board for final approval.

Christine Fanchi, Transportation and Mobility (T&M)

- Annual Community Appearance Awards Update
  - Special Project – Art in Public Places: Homes Inc. Unity Beacon won the Community Appearance Board award for Art in Public Places. Katharine Barry was present to accept the award.
  - Special Projects – Complete Streets: NE 13<sup>th</sup> Street Complete Streets Project - This project was nominated and won. Bob Wojcik and Cija

Omengebar accepted the award.

- o Christine was asked for an update on NE 4<sup>th</sup> Avenue

Members were told that moving forward this project will be run by the state of Florida; bids to choose a contractor will be opened on June 18<sup>th</sup>; with construction scheduled to begin in September. She promised to come back to the board when she has more details.

The project runs curb to curb on NE 14<sup>th</sup> Avenue from Sunrise to Five Point; and entails pavements, new striping, bike lanes, right turn lanes at NE 13<sup>th</sup> and NE 16<sup>th</sup> Streets, new drop off/pick up zone for Fort Lauderdale High School and new lighting.

Member Antonelli reminded Christine that the traffic study for 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> Avenues between 13<sup>th</sup> Street and Sunrise has not been done as was promised. Christine said that at the moment no funding is available; and will speak with Diana. Because it's summer an accurate traffic might be challenging and would be better if it could be done at the beginning of the school year.

Vice Chair Greenbaum expressed his concern about traffic cutting through South Middle River, Andrews and NE 4<sup>th</sup> Avenue. He also asked how long it would take to undo the proposed changes if it shows that this project negatively impacts the community, he was told it's just paint and if the public supported the removal then the city would pay for the correction. Christine also said that the correction would take approximately two years.

Member Lockwood said that during peak hours these proposed changes would create a traffic nightmare impacting Middle River traffic.

Members continued to discuss the impact of this project on the community, including area businesses, and traffic cutting through neighborhoods to avoid congestion.

Cija advised the board that a residential project, Serenity went before the DRC and plan to make a presentation before the board. Staff is proposing to have a special meeting on Thursday, July 19, 2018 at 3:30 p.m.

### **Communications to City Commission**

It was noted that Member Antonelli's motion would be sent as a communication to the CRA Board.

### **VIII. Adjournment**

Motion to adjourn was made by member Lockwood, seconded by member Antonelli. In a voice vote motion passed unanimously.

Meeting adjourned at 5:16 p.m.

[Minutes prepared by Sandra Doughlin, CRA]

DRAFT

**DRAFT MEETING MINUTES  
CENTRAL CITY REDEVELOPMENT ADVISORY BOARD (CCRAB)  
CITY HALL  
100 NORTH ANDREWS AVENUE  
8<sup>th</sup> FLOOR COMMISSION CONFERENCE ROOM  
FORT LAUDERDALE, FLORIDA  
WEDNESDAY, AUGUST 1, 2018 – 3:30 PM**

**Cumulative Attendance from October 2017**

<b><u>Board Members</u></b>	<b><u>Attendance</u></b>	<b><u>Present</u></b>	<b><u>Absent</u></b>
Michael Vonder Meulen	P	7	0
Justin Greenbaum (v chair)	P	7	0
Mark Antonelli	P	6	2
Pieter Coetzee	P	0	0
Laxmi Lalwani	P	2	0
Colleen Lockwood	P	6	2
Andrew Segaloff	P	5	2
Theodore Spiliotes	A	1	1
Jeff Sullivan	P	4	3
Zachary Talbot	P	2	0
Ray Thrower	P	7	0

At this time, there are 10 appointed members to the Board, which means 6 would constitute a quorum.

**Staff:**

Don Morris, Central Beach/ Central City Manager  
Cija Omengebar, CRA Planner  
Christine Fanchi, Transportation & Mobility (T&M)  
Sandra Doughlin, NPF CRA

**I. Call to Order**

Chair Vonder Meulen called the meeting to order at 3:35 p.m. It was noted that a quorum was present.

**II. Approval of Regular Minutes**

June 06, 2018 deferred to August 1, 2018 meeting, for corrections and clarifications.



**III. Old/New Business**  
**a. Hope South Florida Update**

CRA Planner, Cija Omengebar

Staff advised the board that currently at this time there are no open code cases connected to this facility.

Member Thrower told the board that over the last four years according to their business license and their tax returns, this business is listed as a church; however, their activities seem to be geared towards providing social services. Feeding the homeless and less traditional church services seem to be their current activities. He went on to share with the board that on July 28<sup>th</sup> in addition to feeding almost 250 homeless persons, they also had a special permit to operate and provide free showers. Pictures of the mobile showers were sent to Mayor Trantalis and Commissioner Glassman.

Members were reminded that a recent letter from the city manager ruled that the business is a church. Staff also reminded the board that "Hope South Florida" is in compliance. CRA staff was also asked to continue monitoring code cases/permits associated with this location.

Another location that feeds the homeless does have police presence between 4:30 and 8:00 p.m. Members asked about police presence at Hope South Florida and they were told that there had been an altercation at the location.

Members expressed their concern about the close proximity to Warfield Park and Sunland Elementary School and its contributing to the slum and blighted conditions of the area. Vice Chair Vonder Meulen also spoke about the number of this type of facilities that are in the area.

Members also discussed secondary use and requirements to operate after 7:00 p.m. A suggestion was made to have surveillance and document incidents in the area as a result of what's occurring at Hope South Florida.

Member Lockwood spoke about the public's response to the homeless problem and the impact on communities; she feels that a suitable place should be found so that Hope South Florida can continue to provide services.

Staff will keep this item on the agenda; and continue to gather more information. Members were also asked to read and become more familiar with the code. It was also suggested that someone should be invited to a meeting to speak on the homeless issue.

**b. Special Rezoning Workshop**

Cija provided members tentative dates for the upcoming workshop. Staff will check on the availability of the chambers for the workshop. The tentative August dates were



cancelled; and some of September dates were eliminated due to conflicts. Tentative dates suggested by staff and board members are September 12<sup>th</sup>, 20<sup>th</sup> and 26<sup>th</sup>.

### **c. September 5<sup>th</sup> 2018 Agenda Items**

- Incentive Program Application Sunbox 101 LLC/Distribution of funds (approximately \$170K). Cija explained that this is the only project that is shovel-ready and funding has to be approved by September 30<sup>th</sup> or the funding goes away. This Abby Laughlin is the applicant.
- Hope South Florida/City's plan to address homelessness
- Rezoning Consultants Executive Summary

The developer of the "Serenity" project (NE 4<sup>th</sup> Avenue and 12<sup>th</sup> Street) attended the South Middle River Civic Association" (SMRCA) meeting. At this meeting which member Thrower attended; members were provided details of the project. Member Thrower shared the information with the CCRAB; he said that it seems that there will not be enough parking; however he was told that parking would not be a problem.

Vice Chair Greenbaum shared with the board about a new federal designation called the Opportunity Zone which will have a positive impact on the Central City Area and specifically to investors through the tax benefits.

Staff was asked if someone from Planning could be invited to attend September's meeting to provide an update on the plaza at Sunrise Boulevard and Powerline Road.

### **IV. Communications to City Commission**

There was none.

### **V. Public Comment**

Yelka Mikolgi asked staff to provide her with a copy of the incentives, a boundary map of the CCRA and information about the focus areas. She also asked about the incentives for next year and how it is divvyed up if there is more than one applicant. Staff explained it would be on a first come first served basis.

### **VI. Adjournment**

There being no further business. Motion to adjourn was made by member Lockwood, seconded by member Segaloff. Meeting adjourned at 4:40 p.m.



CITY OF FORT LAUDERDALE  
COMMUNITY REDEVELOPMENT AGENCY

MEMORANDUM

DATE: September 05, 2018  
TO: Central City CRA Advisory Board Members  
FROM: Cija Omengebar, CRA Planner, FRA-RP *CO*  
SUBJECT: Administrative Funding Request  
\$100,000 CRA Façade Program and  
\$70,000 CRA Property and Business Improvement Program  
Sandbox 101, LLC for properties along Northeast 13 Street Commercial  
Corridor

**FUNDING REQUEST**

The CRA has received an application from Sandbox 101, LLC seeking a \$100,000 forgivable loan from the CRA’s Façade Improvement Program and a \$70,000 forgivable loan from the CRA’s Property and Business Improvement Program (PBIP) for commercial properties along Northeast 13 Street. These properties are located in Central City CRA along Northeast 13 Street Commercial Corridor at the following addresses:

- 530 NE 13 Street
- 535 NE 13 Street
- 545 NE 13 Street
- 630 NE 13 Street

The loan request is being processed for Administrative Approval. Program awards not exceeding \$100,000 per CRA program can be approved administratively by the CRA Executive Director, rather than approval by CRA Board.

The purpose of the funding is to complete renovations to improve the buildings and allow for flex warehouse and retail cluster of business tenants. A copy of the Location Map, Broward County Property Appraiser Information, Photos of the Existing properties, Cost/Funding Breakdown and Funding Application is attached as Exhibits A through E.

**BACKGROUND**

The maximum incentive funding allowed under the CRA Façade Program is \$125,000 and the maximum funding allowed under the CRA Property Business Improvement Program is \$225,000. NE 13 Street is a CRA focus area and both programs can provide funding of up to 90% of the improvement cost secured by a forgivable mortgage on the

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914 SISTRUNK BOULEVARD, SUITE 200, FORT LAUDERDALE, FL 33311



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property. The CRA Property and Business Improvement Program has a special emphasis in attracting new restaurants to the CRA.

The applicant, Sandbox 101, LLC., purchased six commercial properties along North East 13 Street, consisting of four (4) buildings and two (2) lots available for parking. The properties at 530 NE 13 ST, 535 NE 13 ST, and 545 NE 13 ST were purchased in part using a \$1.8 million loan from American National Bank; and 603 NE 13 ST was purchased using owner financing for \$688,000. Altogether the properties total 23,609 square foot with surface parking. All properties are currently zoned Community Business (CB). The owner intends on completing interior and exterior renovation of all four properties prior to leasing the buildings to multiple businesses. Tenants have been selected for the properties which are expected to create 32 full time equivalent jobs. The following provides a list of businesses for each property:

- **530 NE 13<sup>th</sup> Street**
  - Marine air conditioning sales and technical business
  - Non-profit art organization
  - Thrift store in the front and gardening store in the back
  
- **535 NE 13<sup>th</sup> Street**
  - Martial arts studio
  - Retail furniture store
  
- **545 NE 13<sup>th</sup> Street**
  - Garden box Lounge
  
- **603 NE 13<sup>th</sup> Street**
  - Production bakery
  - Information technology hardware and software business specializing in Apple Products
  - Commercial beverage distributor
  - Commercial and residential construction company

Sandbox101, LLC., is owned by Abby & Robert Laughlin. Applicant has been a real estate professional for 35 years specializing in adaptive rehab and incremental development of small and mid-sized "Main Street" properties. Applicant strives to create spaces for small business that can integrate into neighborhoods, be inclusive and add jobs.

Total capital investment including the purchase of the properties and renovations is approximately \$4,000,000. The total hard cost for the interior and exterior renovation

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work associated with CRA funding is approximately \$463,392 for electrical, windows, light fixtures, drywall, and other improvements, of which the CRA is being asked to fund less than 60% of the interior and exterior renovation cost. To date, the applicant has completed additional improvements totaling over \$200,000 which is not part of the CRA improvement funding requests.

There is a first mortgage on three properties in the amount of \$1,800,000. The balance of the project cost, except for \$170,000 of CRA funding, is from owner equity. The proposed CRA funding in the amount of \$100,000 and \$70,000 is in the form of a second mortgage. The fourth property is not currently mortgaged and the CRA will have a first mortgage position.

With this renovation project, Sandbox 101, LLC helps foster economic growth and create local jobs in the area. The development and renovations in the area represent a significant investment to Central City CRA. The applicant desires this project becomes a model for further growth in the 13 Street emerging art and creative corridor.

**CONSISTENCY WITH CENTRAL CITY CRA COMMUNITY REDEVELOPMENT PLAN**

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

**RECOMMENDATION**

Community Redevelopment Agency (CRA) staff recommends a funding assistance package for Administrative Approval from the CRA Non-residential Façade Improvement Program not to exceed \$100,000 and from the CRA Property and Business Improvement Program not to exceed \$70,000.

**Attachments**

- Exhibit A Location Map
- Exhibit B Broward County Property Appraiser Information
- Exhibit C Photos of Existing Property/ Plans
- Exhibit D Façade and BPIP Cost Proposal
- Exhibit E Funding Application/Business Plan

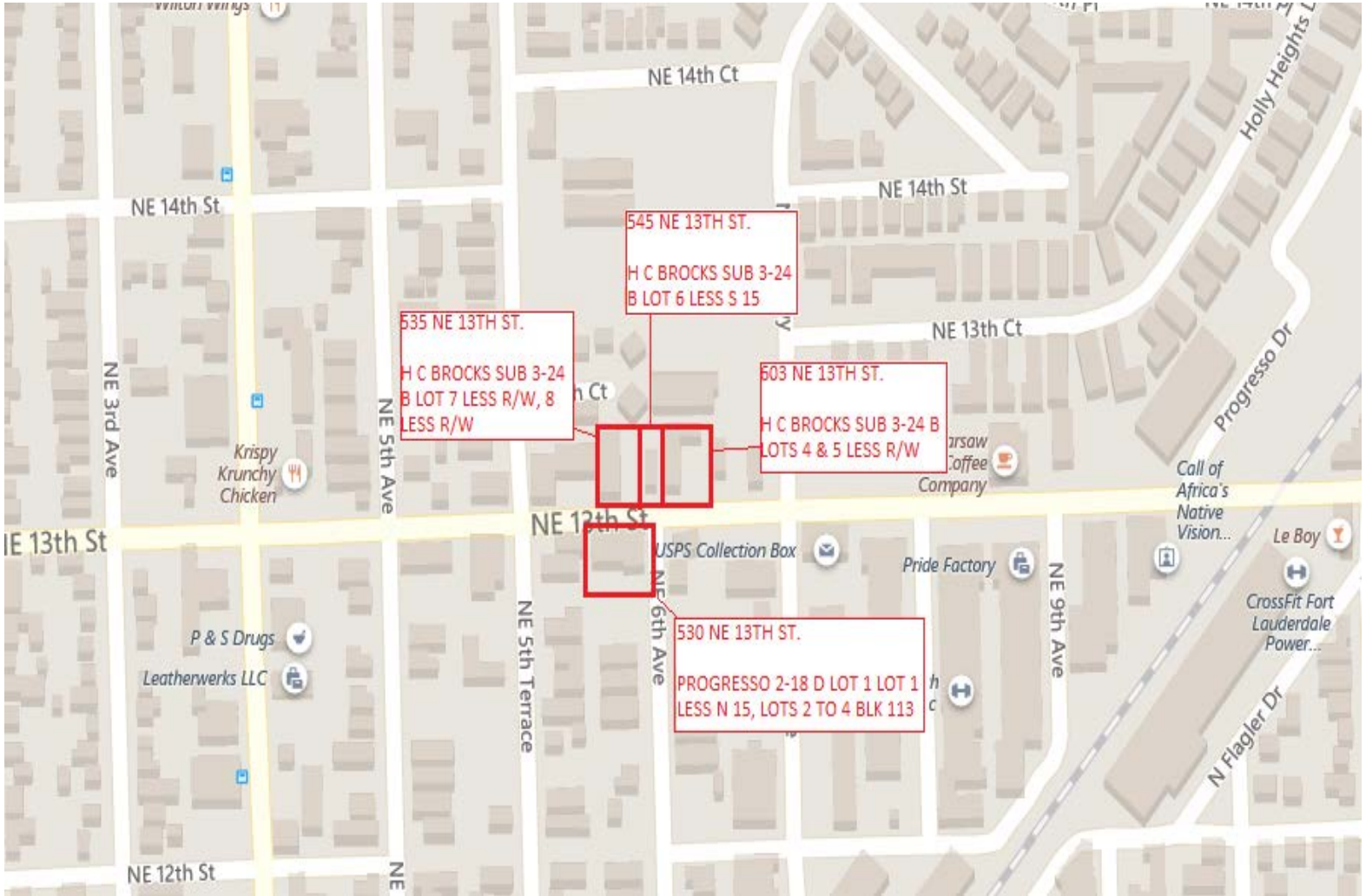
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**COMMUNITY REDEVELOPMENT AGENCY**

914 SISTRUNK BOULEVARD, SUITE 200, FORT LAUDERDALE, FL 33311

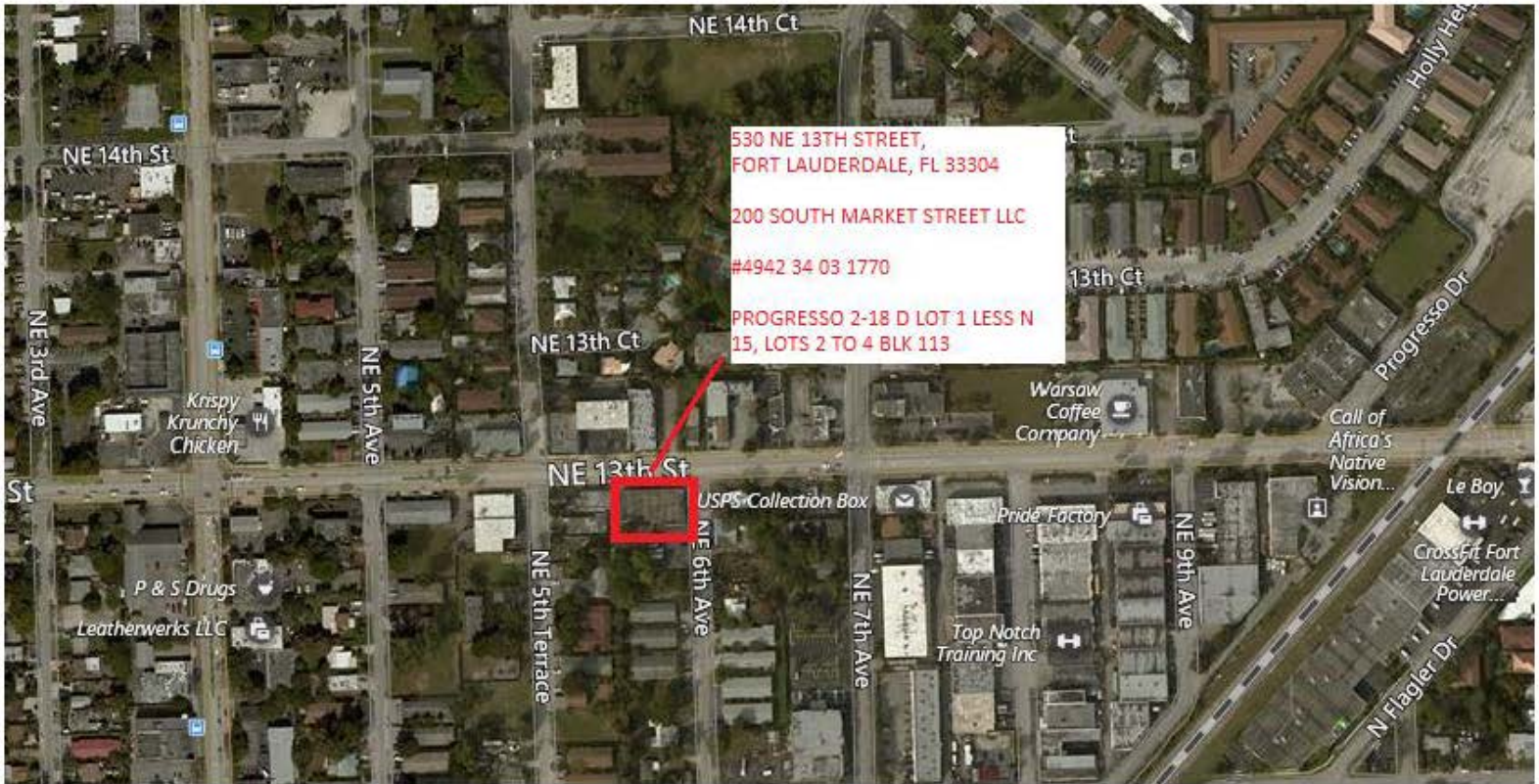
TEL: (954) 878-0130  
CRA@CITYOFFORTLAUDERDALE.GOV  
[WWW.CITYOFFORTLAUDERDALE.GOV](http://WWW.CITYOFFORTLAUDERDALE.GOV)

# Project Location Maps and Individual Folio Details





# Property Map 530 – Satellite View

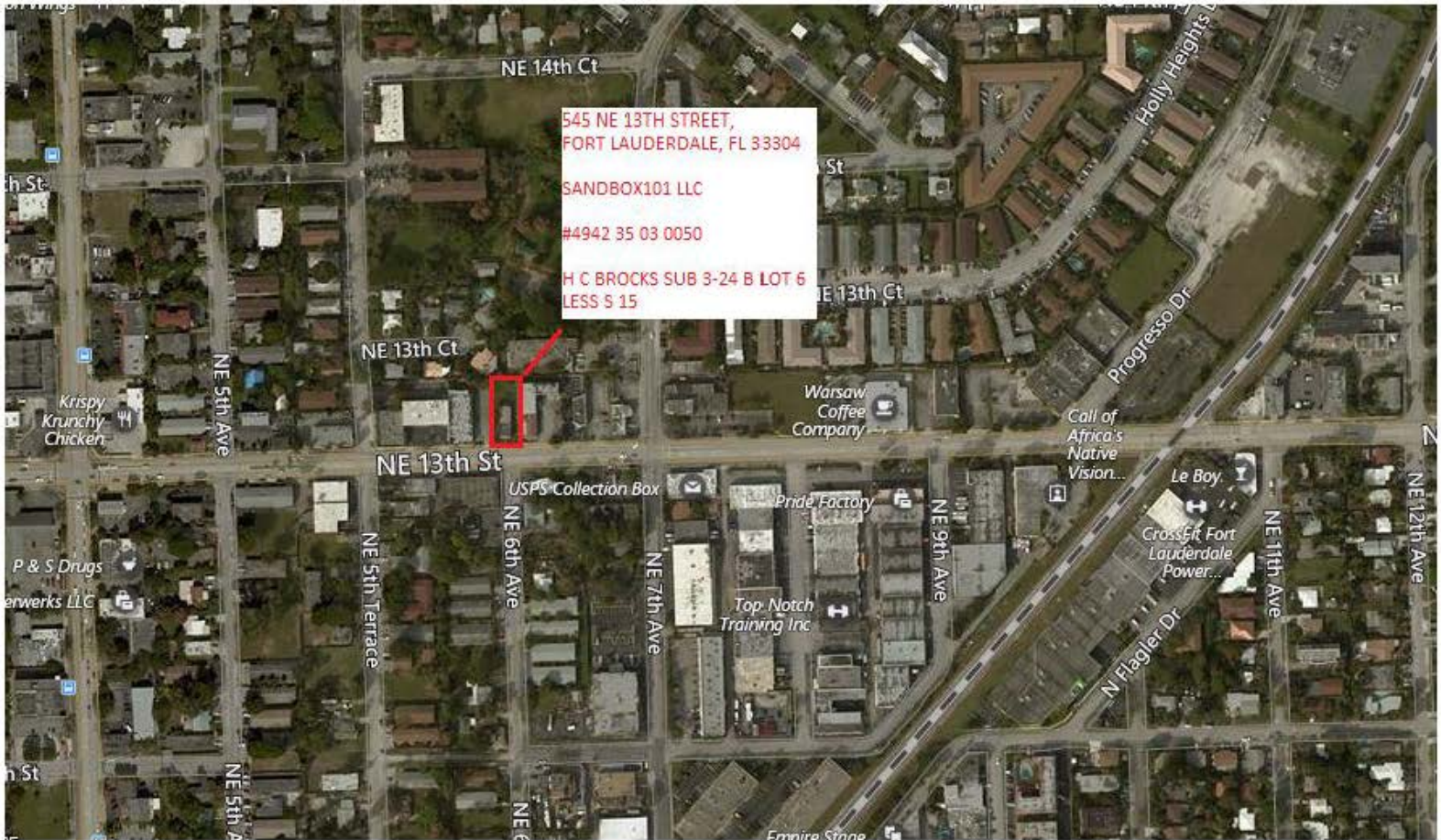


# Property Map 535 – Satellite View



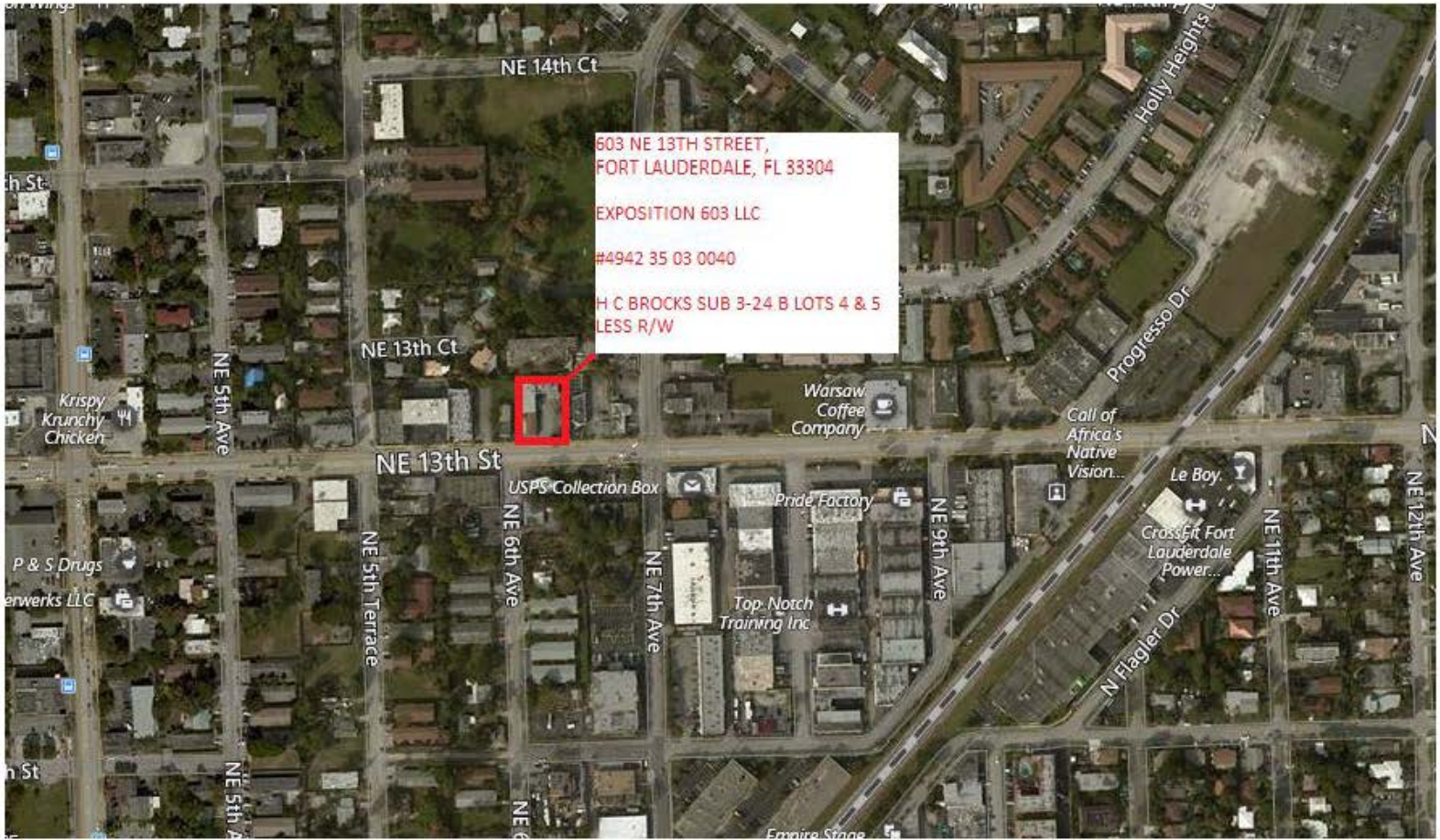


# Property Map 545 – Satellite View





# Property Map 603 – Satellite View



<b>te Address</b>	<b>520-530 NE 13 STREET, FORT LAUDERDALE FL 33304</b>	<b>ID #</b>	4942 34 03 1770
<b>Property Owner</b>	200 SOUTH MARKET STREET LLC	<b>Millage</b>	0312
<b>Mailing Address</b>	7950 TIMMONS RD UNION BRIDGE MD 21791	<b>Use</b>	48
<b>Abbr Legal Description</b>	PROGRESSO 2-18 D LOT 1 LESS N 15,LOTS 2 TO 4 BLK 113		

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)**.

<b>Property Assessment Values</b>					
<b>Year</b>	<b>Land</b>	<b>Building / Improvement</b>	<b>Just / Market Value</b>	<b>Assessed / SOH Value</b>	<b>Tax</b>
<b>2018</b>	\$140,520	\$391,190	\$531,710	\$531,710	
<b>2017</b>	\$140,520	\$343,300	\$483,820	\$467,450	\$9,049.33
<b>2016</b>	\$140,520	\$298,760	\$439,280	\$424,960	\$8,501.55

<b>2018 Exemptions and Taxable Values by Taxing Authority</b>				
	<b>County</b>	<b>School Board</b>	<b>Municipal</b>	<b>Independent</b>
<b>Just Value</b>	\$531,710	\$531,710	\$531,710	\$531,710
<b>Portability</b>	0	0	0	0
<b>Assessed/SOH</b>	\$531,710	\$531,710	\$531,710	\$531,710
<b>Homestead</b>	0	0	0	0
<b>Add. Homestead</b>	0	0	0	0
<b>Wid/Vet/Dis</b>	0	0	0	0
<b>Senior</b>	0	0	0	0
<b>Exempt Type</b>	0	0	0	0
<b>Taxable</b>	\$531,710	\$531,710	\$531,710	\$531,710

<b>Sales History</b>				<b>Land Calculations</b>		
<b>Date</b>	<b>Type</b>	<b>Price</b>	<b>Book/Page or CIN</b>	<b>Price</b>	<b>Factor</b>	<b>Type</b>
3/13/2017	WD*-E	\$1,000,000	114266758	\$12.25	11,471	SF
12/1/2010	WD*-D	\$230,000	47570 / 345			
3/1/2010	WD*-D	\$1,435,000	46931 / 11			
1/25/2006	TD*	\$800,000	41363 / 1946			
1/25/2006	TD*	\$800,000	41363 / 1936	<b>Adj. Bldg. S.F. (Card, Sketch)</b>		7677
				<b>Eff./Act. Year Built: 1960/1956</b>		

\* Denotes Multi-Parcel Sale (See Deed)

<b>Special Assessments</b>								
<b>Fire</b>	<b>Garb</b>	<b>Light</b>	<b>Drain</b>	<b>Impr</b>	<b>Safe</b>	<b>Storm</b>	<b>Clean</b>	<b>Misc</b>
03			CCRAB 09/05/18 Regular Meeting				Exhibit B - BCPA	Information
W							Sandbox	101, LLC
7677								09/05/2018

<b>Site Address</b>	<b>535 NE 13 STREET, FORT LAUDERDALE FL 33304</b>	<b>ID #</b>	4942 35 03 0060
<b>Property Owner</b>	EXPOSITION LLC	<b>Millage</b>	0312
<b>Mailing Address</b>	425 BAYSHORE DR #29 FORT LAUDERDALE FL 33304	<b>Use</b>	11
<b>Abbr Legal Description</b>	H C BROCKS SUB 3-24 B LOT 7 LESS R/W,8 LESS R/W		

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\(8\)](#).

<b>Property Assessment Values</b>					
<b>Year</b>	<b>Land</b>	<b>Building / Improvement</b>	<b>Just / Market Value</b>	<b>Assessed / SOH Value</b>	<b>Tax</b>
<b>2018</b>	\$173,890	\$624,530	\$798,420	\$798,420	
<b>2017</b>	\$173,890	\$594,600	\$768,490	\$735,070	\$15,864.18
<b>2016</b>	\$173,890	\$494,360	\$668,250	\$668,250	\$14,796.97

<b>2018 Exemptions and Taxable Values by Taxing Authority</b>				
	<b>County</b>	<b>School Board</b>	<b>Municipal</b>	<b>Independent</b>
<b>Just Value</b>	\$798,420	\$798,420	\$798,420	\$798,420
<b>Portability</b>	0	0	0	0
<b>Assessed/SOH</b>	\$798,420	\$798,420	\$798,420	\$798,420
<b>Homestead</b>	0	0	0	0
<b>Add. Homestead</b>	0	0	0	0
<b>Wid/Vet/Dis</b>	0	0	0	0
<b>Senior</b>	0	0	0	0
<b>Exempt Type</b>	0	0	0	0
<b>Taxable</b>	\$798,420	\$798,420	\$798,420	\$798,420

<b>Sales History</b>				<b>Land Calculations</b>		
<b>Date</b>	<b>Type</b>	<b>Price</b>	<b>Book/Page or CIN</b>	<b>Price</b>	<b>Factor</b>	<b>Type</b>
1/16/2018	WD-Q	\$900,000	<b>114831092</b>	\$12.00	14,491	SF
9/25/2013	TD-T	\$133,000	<b>111839762</b>			
9/25/2013	WD-T	\$133,000	<b>111839760</b>			
9/25/2013	PRD-T	\$133,000	<b>111839761</b>			
4/22/2003	QCD	\$100	<b>35042 / 558</b>	<b>Adj. Bldg. S.F. (Card, Sketch)</b>		5940
				<b>Eff./Act. Year Built: 1964/1963</b>		

<b>Special Assessments</b>								
<b>Fire</b>	<b>Garb</b>	<b>Light</b>	<b>Drain</b>	<b>Impr</b>	<b>Safe</b>	<b>Storm</b>	<b>Clean</b>	<b>Misc</b>
03								
C								
5940								

<b>Site Address</b>	<b>545 NE 13 STREET, FORT LAUDERDALE FL 33304</b>	<b>ID #</b>	4942 35 03 0050
<b>Property Owner</b>	SANDBOX101 LLC	<b>Millage</b>	0312
<b>Mailing Address</b>	10081 PINES BLVD #C PEMBROKE PINES FL 33024	<b>Use</b>	17
<b>Abbr Legal Description</b>	H C BROCKS SUB 3-24 B LOT 6 LESS S 15		

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\(8\)](#).

<b>Property Assessment Values</b>					
<b>Year</b>	<b>Land</b>	<b>Building / Improvement</b>	<b>Just / Market Value</b>	<b>Assessed / SOH Value</b>	<b>Tax</b>
<b>2018</b>	\$86,950	\$74,900	\$161,850	\$161,850	
<b>2017</b>	\$86,950	\$68,550	\$155,500	\$148,900	\$3,207.12
<b>2016</b>	\$86,950	\$48,420	\$135,370	\$135,370	\$2,992.17

<b>2018 Exemptions and Taxable Values by Taxing Authority</b>				
	<b>County</b>	<b>School Board</b>	<b>Municipal</b>	<b>Independent</b>
<b>Just Value</b>	\$161,850	\$161,850	\$161,850	\$161,850
<b>Portability</b>	0	0	0	0
<b>Assessed/SOH</b>	\$161,850	\$161,850	\$161,850	\$161,850
<b>Homestead</b>	0	0	0	0
<b>Add. Homestead</b>	0	0	0	0
<b>Wid/Vet/Dis</b>	0	0	0	0
<b>Senior</b>	0	0	0	0
<b>Exempt Type</b>	0	0	0	0
<b>Taxable</b>	\$161,850	\$161,850	\$161,850	\$161,850

<b>Sales History</b>				<b>Land Calculations</b>		
<b>Date</b>	<b>Type</b>	<b>Price</b>	<b>Book/Page or CIN</b>	<b>Price</b>	<b>Factor</b>	<b>Type</b>
1/8/2018	WD-Q	\$325,000	<b>114825266</b>	\$12.00	7,246	SF
8/2/2017	WD-Q	\$225,000	<b>114541268</b>			
7/1/1981	SWD	\$100	<b>9703 / 414</b>			
9/1/1971	WD	\$11,500				
4/1/1968	WD	\$7,000				
				<b>Adj. Bldg. S.F. (Card, Sketch)</b>		1452
				<b>Eff./Act. Year Built: 1955/1950</b>		

<b>Special Assessments</b>								
<b>Fire</b>	<b>Garb</b>	<b>Light</b>	<b>Drain</b>	<b>Impr</b>	<b>Safe</b>	<b>Storm</b>	<b>Clean</b>	<b>Misc</b>
03								
C								
1452								

<b>Site Address</b>	603 NE 13 STREET, FORT LAUDERDALE FL 33304	<b>ID #</b>	4942 35 03 0040
<b>Property Owner</b>	EXPOSITION 603 LLC	<b>Millage</b>	0312
<b>Mailing Address</b>	425 BAYSHORE DR #29 FORT LAUDERDALE FL 33304	<b>Use</b>	48
<b>Abbr Legal Description</b>	H C BROCKS SUB 3-24 B LOTS 4 & 5 LESS R/W		

The just values displayed below were set in compliance with [Sec. 193.011](#), Fla. Stat., and include a reduction

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2018	\$173,890	\$484,180	\$658,070	\$564,820	
2017	\$173,890	\$424,150	\$598,040	\$513,480	\$10,499.67
2016	\$173,890	\$292,910	\$466,800	\$466,800	\$9,353.82

2018 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
<b>Just Value</b>	\$658,070	\$658,070	\$658,070	\$658,070
<b>Portability</b>	0	0	0	0
<b>Assessed/SOH</b>	\$564,820	\$658,070	\$564,820	\$564,820
<b>Homestead</b>	0	0	0	0
<b>Add. Homestead</b>	0	0	0	0
<b>Wid/Vet/Dis</b>	0	0	0	0
<b>Senior</b>	0	0	0	0
<b>Exempt Type</b>	0	0	0	0
<b>Taxable</b>	\$564,820	\$658,070	\$564,820	\$564,820

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
1/23/2018	WD-Q	\$1,113,300	114852486	\$12.00	14,491	SF
9/25/2013	TD-T	\$311,000	111839757			
10/26/2001	WD*	\$100	32300 / 79			
			2604 / 627			
					Adj. Bldg. S.F. (Card, Sketch) 8540	
					Eff./Act. Year Built: 1966/1966	

\* Denotes Multi-Parcel Sale (See Deed)

for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

Special Assessments							
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean
03							
W							
8540							



530 NE 13 ST



535 NE 13 ST



545 NE 13 ST





603 NE 13 ST



GENERAL CONSTRUCTION NOTES:

1. THESE PRINTS ARE AN INSTRUMENT OF SERVICE ONLY AND REMAIN PROPERTY OF THE ARCHITECT.
2. WRITTEN DIMENSION ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS.
3. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.
4. ATTENTION IS DIRECTED TO PROVISIONS IN AIA DOCUMENTS A201 GENERAL CONDITIONS ARTICLE 4 REGARDING CONTRACTORS RESPONSIBILITIES IN REGARD TO SUBMISSION OF SHOP DRAWINGS.
5. IN THE EVENT THE ARCHITECT IS RETAINED TO APPROVE SHOP DRAWINGS, SUCH APPROVAL IS ONLY TO CHECK FOR CONFORMANCE WITH DESIGN CONCEPT AND WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS
6. CONTRACTORS SHALL PROMPTLY NOTIFY THE ARCHITECT IN WRITING OF THE EXISTENCE OF ANY OBSERVED VARIATIONS BETWEEN THE CONTRACT DOCUMENTS AND THE APPLICABLE CODES AND ORDINANCES OF REGULATORY AGENCIES
7. SCOPE OF THE WORK IS INDICATED ON THE DRAWINGS AND THESE NOTES.
8. WORK SHALL CONFORM TO ALL RULES AND REGULATION OF APPROPRIATE AGENCIES HAVING JURISDICTION.
9. CONTRACTOR SHALL OBTAIN AND PAY ALL FEES, PERMITS, DEPOSITS FOR UTILITIES REQUIRED FOR THE PROJECT.
10. CONTRACTOR SHALL MAINTAIN TEMPORARY ELECTRICAL, WATER AND SANITARY FACILITIES ON THE SITE FOR THE DURATION OF THE CONSTRUCTION.
11. CONTRACTOR SHALL REMOVE ALL CONSTRUCTION DEBRIS FROM THE JOB SITE AND LEAVE THE FACILITY IN A BROOM CLEAN CONDITION AT END OF EACH WORKING DAY ALL GLASS SHALL BE THOROUGHLY CLEANED AT THE COMPLETION OF THE CONSTRUCTION. ANY PAINT SPECKS AND/OR CONSTRUCTION MARKS SHALL BE REMOVED FROM ALL FINISHED SURFACES.
12. SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL ON THE FOLLOWING ITEMS,
  - EXTERIOR STUCCO' 2 COATS ACRYLIC SATIN LATEX.
  - EXTERIOR WOOD DOORS AND TRIM' 1 COAT ALKYD ENAMEL PRIMER AND 2 COATS REGAL WALL SATIN.
  - INTERIOR GYPSUM BOARD' 1 COAT QUICK-DRY PRIME SEAL AND 2 COATS SATIN IMPERVO ENAMEL.
  - INTERIOR WOOD DOORS AND TRIM' 1 COAT ALKYD ENAMEL UNDERBODY AND COATS STAIN IMPERVO ENAMEL.
  - METALS' 1 COAT X-I-M FLASH BOND AND 2 COATS SATIN IMPERVO ENAMEL.
16. PAINT COLORS SHALL BE SELECTED BY OWNER OR OWNER'S AUTHORIZED REPRESENTATIVE.

**SCOPE OF WORK**

THE FACADE IMPROVEMENT OF THE EXISTING COMMERCIAL BUILDING TO REMOVE AND REPLACE THE EXISTING DOOR'S AND WINDOW'S ON THE EAST SIDE AND NORTH SIDE OF THE BUILDING ( NO CHANGE THE EXISTING DOORS AND WINDOWS OPENING)

**OCCUPANCY GROUP :- B1**  
**CONSTRUCTION TYPE :- B**

**NOTE**  
PLANS MUST COMPLY TO THE FLORIDA 2017 BUILDING CODE.

**NOTE**  
NO NEW INTERIOR WORK  
NO NEW MECHANICAL  
NO NEW ELECTRICAL  
NO NEW PLUMBING

**"OLD CONSTRUCTION TYPE :- 111"**  
**"NEW CONSTRUCTION TYPE :- V 5"**

**ZONING NOTE**

ALL NEW MATERIALS, PAINT COLOR AND ROOF MATERIAL WILL MATCH EXISTING HOUSE MATERIALS AND COLOR. CONTRACTOR WILL OBTAIN A PAINT FROM THE OWNER

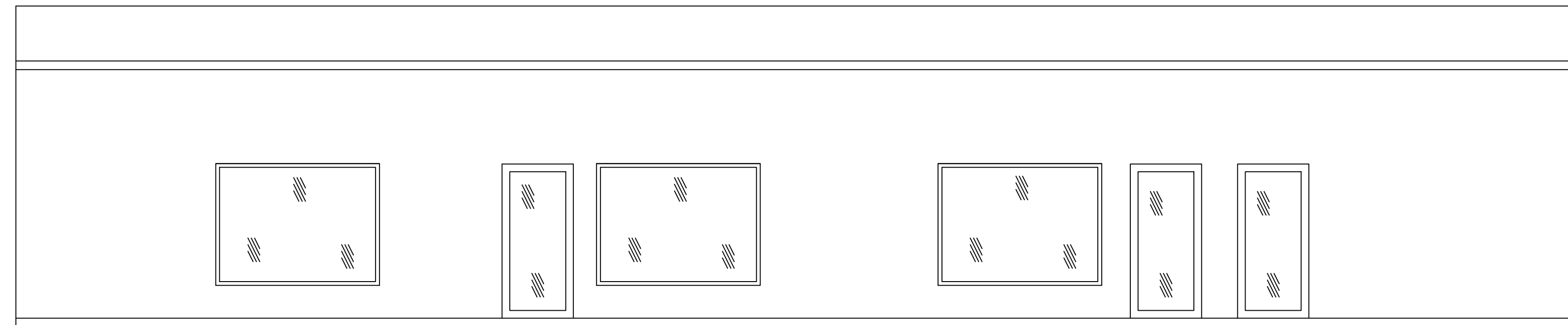
**F.B.C. 1611.1 NOTE.**  
THE NEW STRUCTURE WILL NOT IMPOSE ADDITIONAL LOAD ON THE EXISTING BUILDING.

**WIND STATMENT**  
THIS BUILDING TO WITHSTAND WIND LOAD OF 170 MPH 3 SECOND GUST PER ASCE 7-17.  
EXPOSURE "C"  
IMPACT FACTOR = 1.0  
WIND LOAD PER FBC, 2017

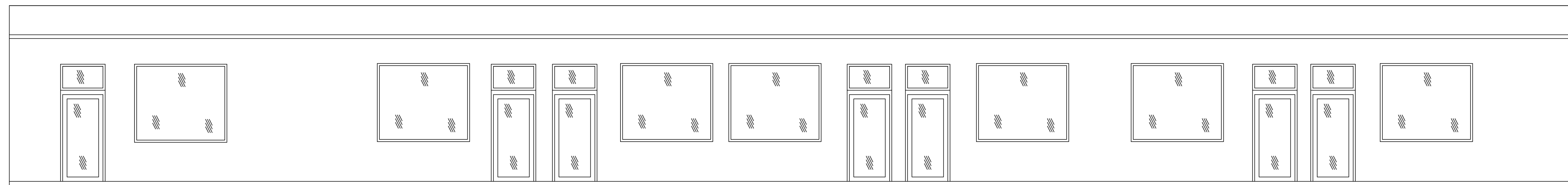
**NOTE**  
PRESSURE TREATED WOOD AT ALL CONNECTING CONCRETE

TO THE BEST OF THE ENGINEER'S KNOWLEDGE, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRESAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2017 EDITION.

REVISIONS	BY



**EAST ELEVATION**  
SCALE 1/4"=1'-0"



**NORTH ELEVATION**  
SCALE 1/4"=1'-0"

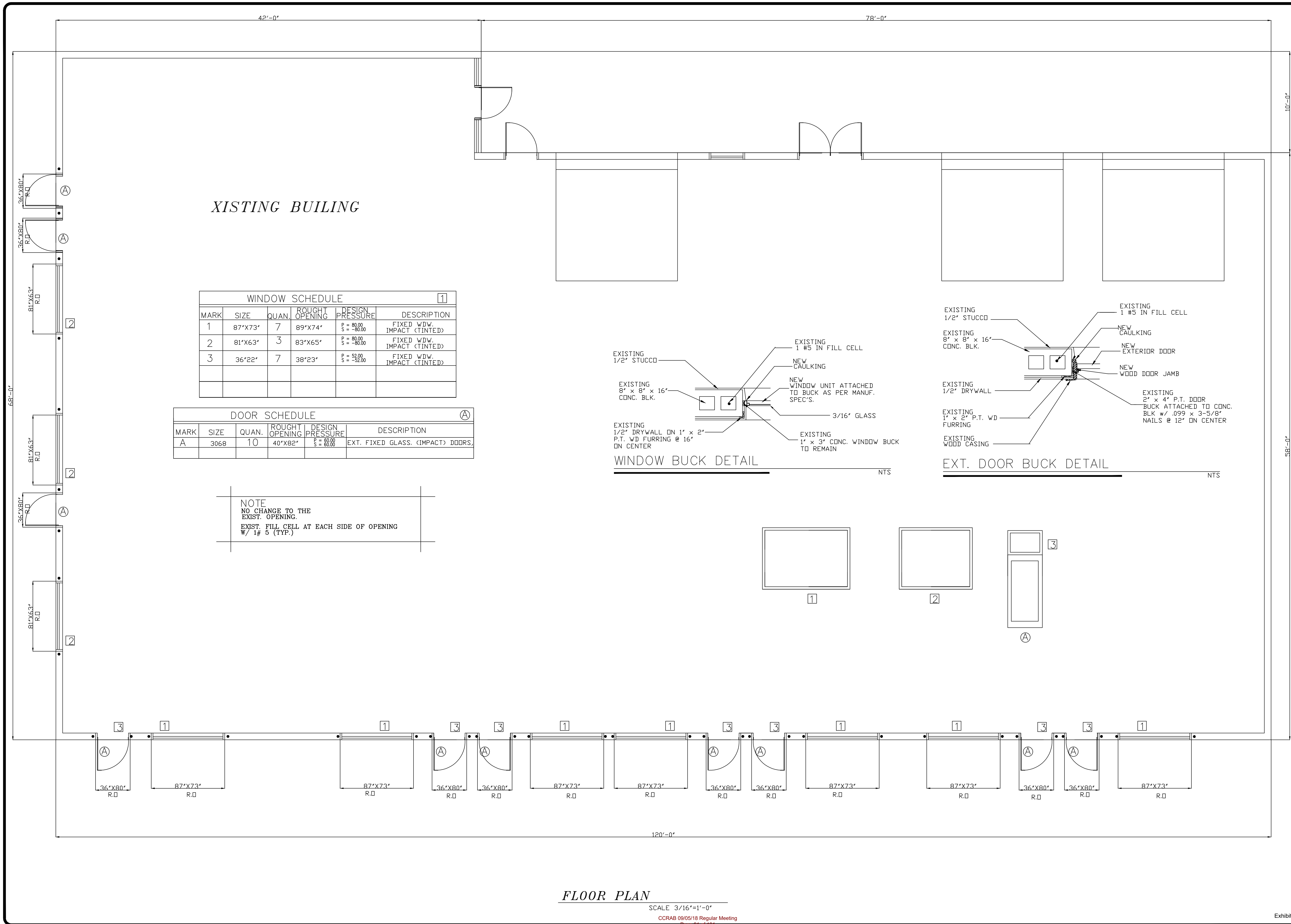
**RTROFIT XISTING WINOWS AND DOORS**  
**530 N.E 13th STREET**  
**FORT LAUDERDALE**  
**FLORIDA,**

DRAWN BY	M. R. B
CHECKED BY	
DATE	6/8/18
SCALE	AS SHOWN
JOB NO.	
SHEET	1
OF	2

REVISIONS	BY

RETROFIT THE EXISTING WINDOWS AND DOORS  
 530 N.E 13th STREET  
 FORT LAUDERDALE  
 FLORIDA,

DRAWN BY	M. R. B
CHECKED BY	
DATE	6/8/18
SCALE	AS SHOWN
JOB NO.	
SHEET	2
OF	2

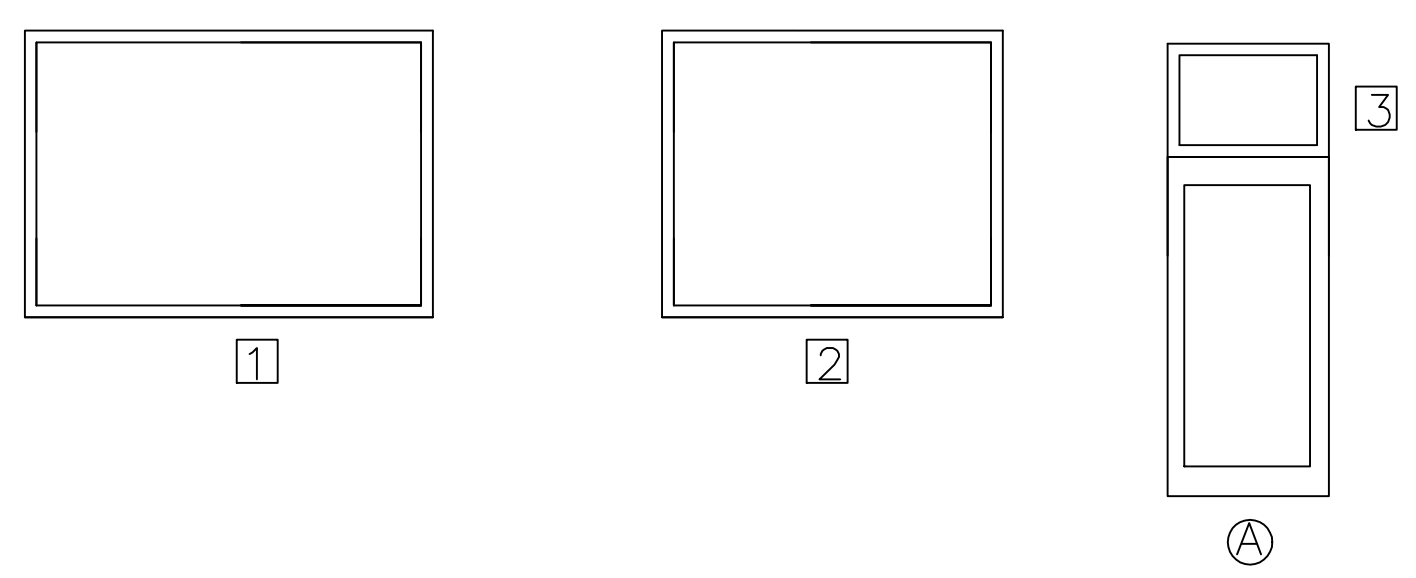
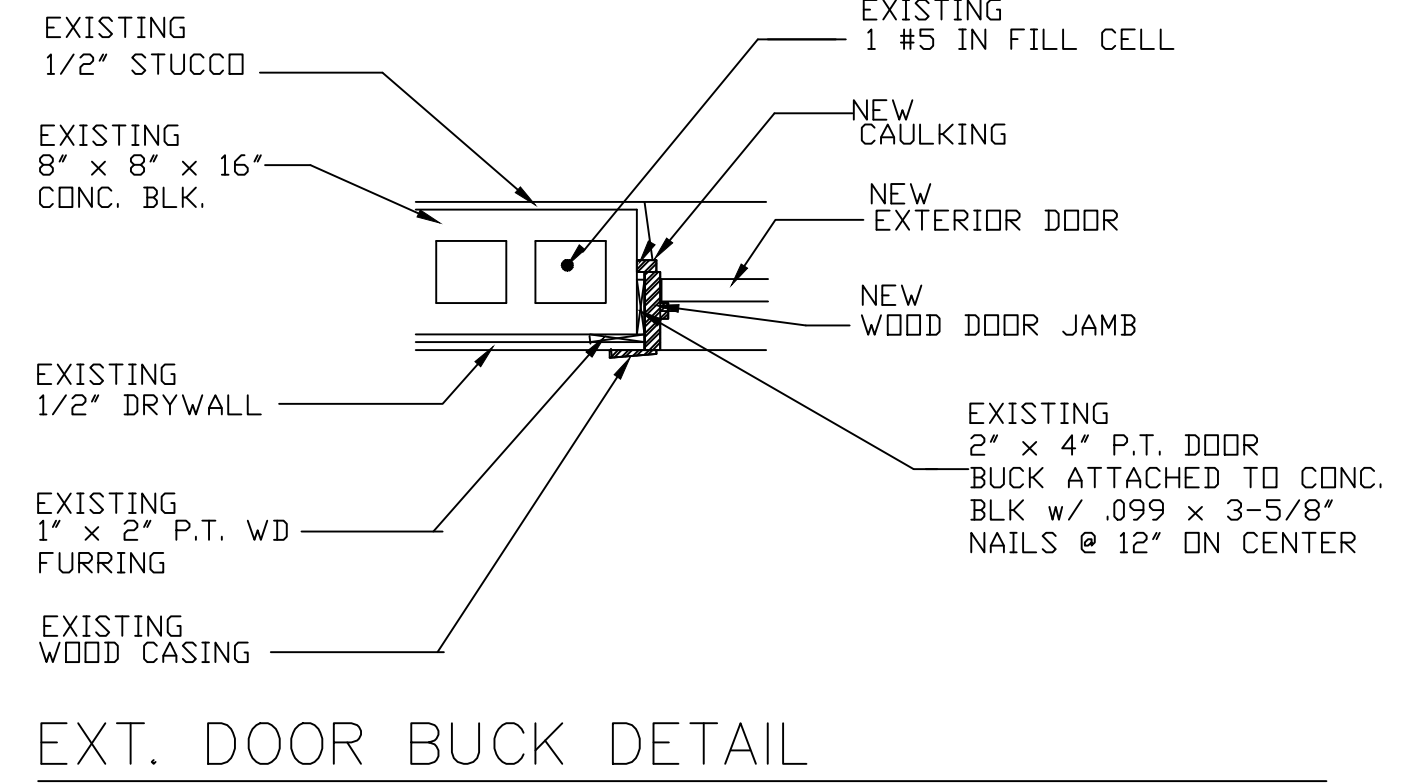
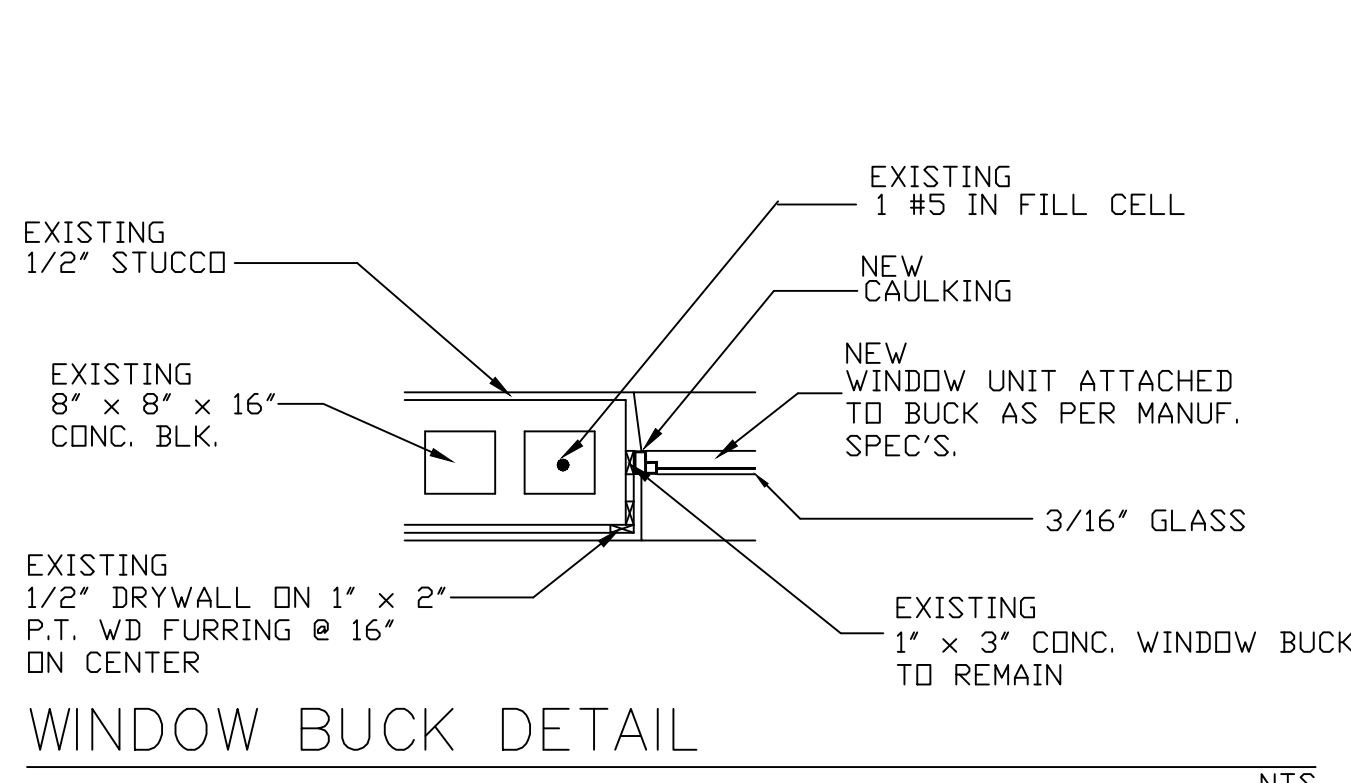


EXISTING BUILDING

WINDOW SCHEDULE					
MARK	SIZE	QUAN.	ROUGH OPENING	DESIGN PRESSURE	DESCRIPTION
1	87"x73"	7	89"x74"	P = 80.00 S = -80.00	FIXED WDW. IMPACT (TINTED)
2	81"x63"	3	83"x65"	P = 80.00 S = -80.00	FIXED WDW. IMPACT (TINTED)
3	36"x22"	7	38"x23"	P = 52.00 S = -52.00	FIXED WDW. IMPACT (TINTED)

DOOR SCHEDULE					
MARK	SIZE	QUAN.	ROUGH OPENING	DESIGN PRESSURE	DESCRIPTION
A	3068	10	40"x82"	P = 80.00 S = 80.00	EXT. FIXED GLASS. (IMPACT) DOORS.

NOTE  
 NO CHANGE TO THE EXIST. OPENING.  
 EXIST. FILL CELL AT EACH SIDE OF OPENING W/ 1# 5 (TYP.)



FLOOR PLAN  
 SCALE 3/16"=1'-0"



GENERAL CONSTRUCTION NOTES:

1. THESE PRINTS ARE AN INSTRUMENT OF SERVICE ONLY AND REMAIN PROPERTY OF THE ARCHITECT.
2. WRITTEN DIMENSION ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS.
3. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.
4. ATTENTION IS DIRECTED TO PROVISIONS IN AIA DOCUMENTS A201 GENERAL CONDITIONS ARTICLE 4 REGARDING CONTRACTORS RESPONSIBILITIES IN REGARD TO SUBMISSION OF SHOP DRAWINGS.
5. IN THE EVENT THE ARCHITECT IS RETAINED TO APPROVE SHOP DRAWINGS, SUCH APPROVAL IS ONLY TO CHECK FOR CONFORMANCE WITH DESIGN CONCEPT AND WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS
6. CONTRACTORS SHALL PROMPTLY NOTIFY THE ARCHITECT IN WRITING OF THE EXISTENCE OF ANY OBSERVED VARIATIONS BETWEEN THE CONTRACT DOCUMENTS AND THE APPLICABLE CODES AND DRINANCES OF REGULATORY AGENCIES
7. SCOPE OF THE WORK IS INDICATED ON THE DRAWINGS AND THESE NOTES.
8. WORK SHALL CONFORM TO ALL RULES AND REGULATION OF APPROPRIATE AGENCIES HAVING JURISDICTION.
9. CONTRACTOR SHALL OBTAIN AND PAY ALL FEES, PERMITS, DEPOSITS FOR UTILITIES REQUIRED FOR THE PROJECT.
10. CONTRACTOR SHALL MAINTAIN TEMPORARY ELECTRICAL, WATER AND SANITARY FACILITES ON THE SITE FOR THE DURATION OF THE CONSTRUCTION.
11. CONTRACTOR SHALL REMOVE ALL CONSTRUCTION DEBRIS FROM THE JOB SITE AND LEAVE THE FACILITY IN A BROOM CLEAN CONDITION AT END OF EACH WORKING DAY ALL GLASS SHALL BE THOROUGHLY CLEANED AT THE COMPLETION OF THE CONSTRUCTION. ANY PAINT SPECKS AND/OR CONSTRUCTION MARKS SHALL BE REMOVED FROM ALL FINISHED SURFACES.
12. SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL ON THE FOLLOWING ITEMS,
13. PAINTING, MATERIALS SPECIFIED HEREIN ARE PRODUCTS OF BENJAMIN-MOOR & CO. INC. UNLESS WAIVED BY OWNER OR OWNER'S AUTHORIZED REPRESENTATIVE.
14. THE CONDITIONS OF THE PAINTING WORK SHALL COMPLY WITH THE GENERAL CONDITIONS PUBLISHED BY BENJAMIN-MOORE & COMPANY IN THE "ARCHITECT'S SPECIFICATION MANUAL" , LATEST EDITION.
15. FINISH ALL EXPOSED TO VIEW SURFACES ON THE INTERIOR AND EXTERIOR OF THE FACILITY AS FOLLOWS,  
 EXTERIOR STUCCO' 2 COATS ACRYLIC SATIN LATEX.  
 EXTERIOR WOOD DOORS AND TRIM' 1 COAT ALKYD ENAMEL PRIMER AND 2 COATS REGAL WALL SATIN.  
 INTERIOR GYPSUM BOARD' 1 COAT QUICK-DRY PRIME SEAL AND 2 COATS SATIN IMPERVO ENAMEL.  
 INTERIOR WOOD DOORS AND TRIM' 1 COAT ALKYD ENAMEL UNDERBODY AND COATS STAIN IMPERVO ENAMEL.  
 METALS' 1 COAT X-I-M FLASH BOND AND 2 COATS SATIN IMPERVO ENAMEL.
16. PAINT COLORS SHALL BE SELECTED BY OWNER OR OWNER'S AUTHORIZED REPRESENTATIVE.

**SCOPE OF WORK**

THE FACADE IMPROVEMENT OF THE EXISTING COMMERCIAL BUILDING TO REMOVE AND REPLACE THE EXISTING DOORS AND WINDOW'S ON THE FRONT OF THE BUILDING  
( NO CHANGE THE EXISTING WINDOWS OPENING)

**OCCUPANCY GROUP :- B1**  
**CONSTRUCTION TYPE :- B**

**NOTE**

PLANS MUST COMPLY TO THE FLORIDA 2017 BUILDING CODE.

**NOTE**

NO NEW INTERIOR WORK  
NO NEW MECHANICAL  
NO NEW ELECTRICAL  
NO NEW PLUMBING

**"OLD CONSTRUCTION TYPE :- 111"**  
**"NEW CONSTRUCTION TYPE :- V 5"**

**ZONING NOTE**

**ALL NEW MATERIALS, PAINT COLOR AND ROOF MATERIAL WILL MATCH EXISTING HOUSE MATERIALS AND COLOR. CONTRACTOR WILL OBTAIN A PAINT FROM THE OWNER**

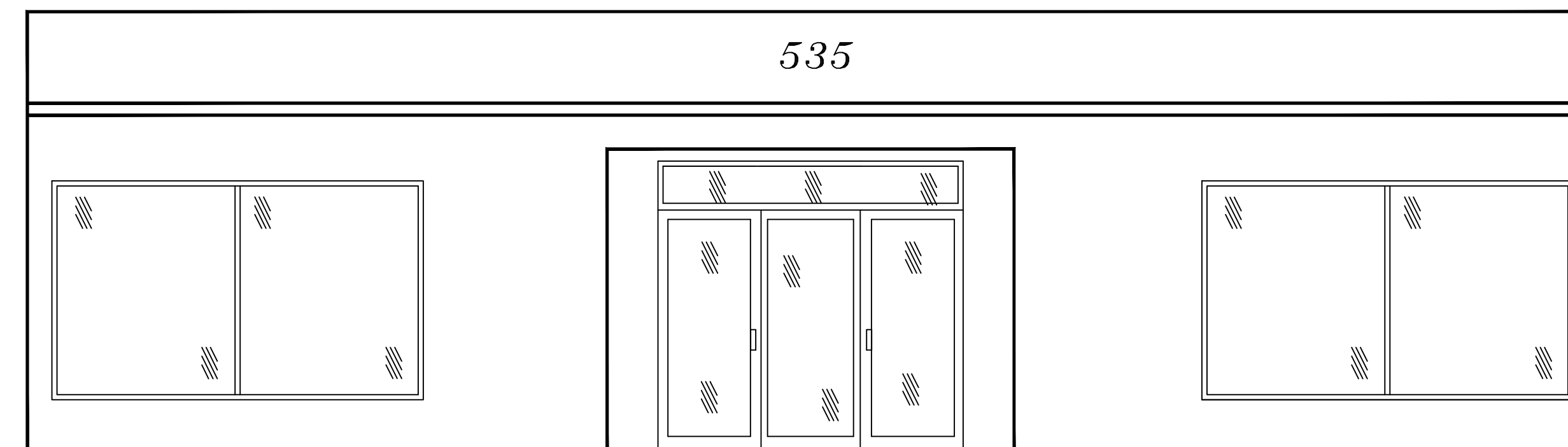
TO THE BEST OF THE ENGINEER'S KNOWLEDGE, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRESAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2017 EDITION.

**WIND STATMENT**

THIS BUILDING TO WITHSTAND WIND LOAD OF 170 MPH 3 SECOND GUST PER ASCE 7-17.  
EXPOSURE "C"  
IMPACT FACTOR = 1.0  
WIND LOAD PER FBC, 2017

**NOTE**

**PRESSURE TREATED WOOD AT ALL CONNECTING CONCRETE**



**FRONT ELEVATION**

SCALE 1/4"=1'-0"

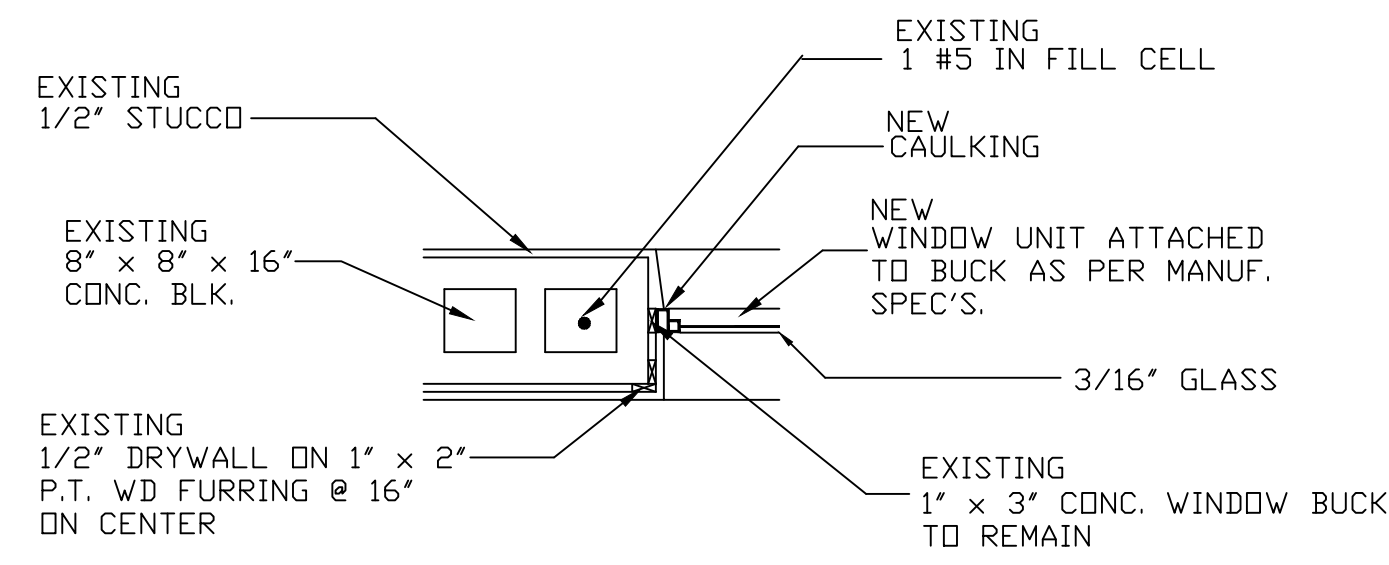
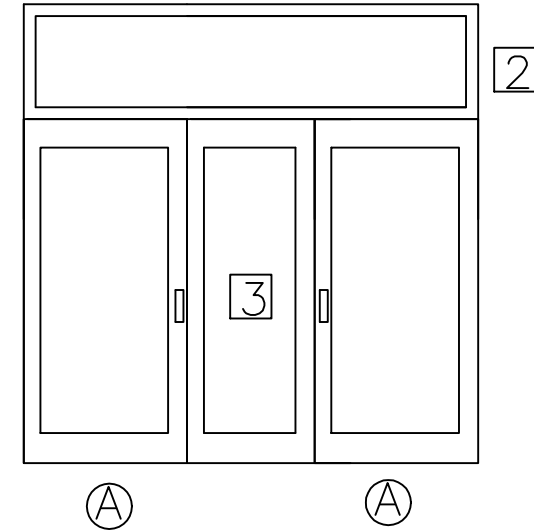
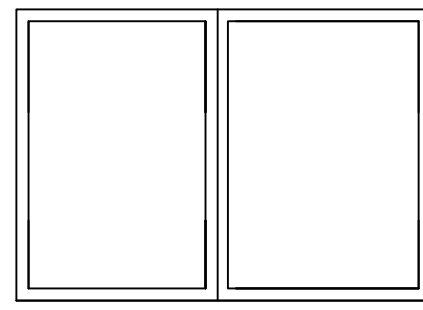
REVISIONS	BY

**RETROFIT THE EXISTING WINDOWS AND DOORS**  
**535 N.E 13TH. STREET**  
**FORT LAUDERDALE**  
**FLORIDA,**

DRAWN BY <b>M. R. B</b>
CHECKED BY
DATE <b>6/8/18</b>
SCALE <b>AS SHOWN</b>
JOB NO.
SHEET <b>1</b>

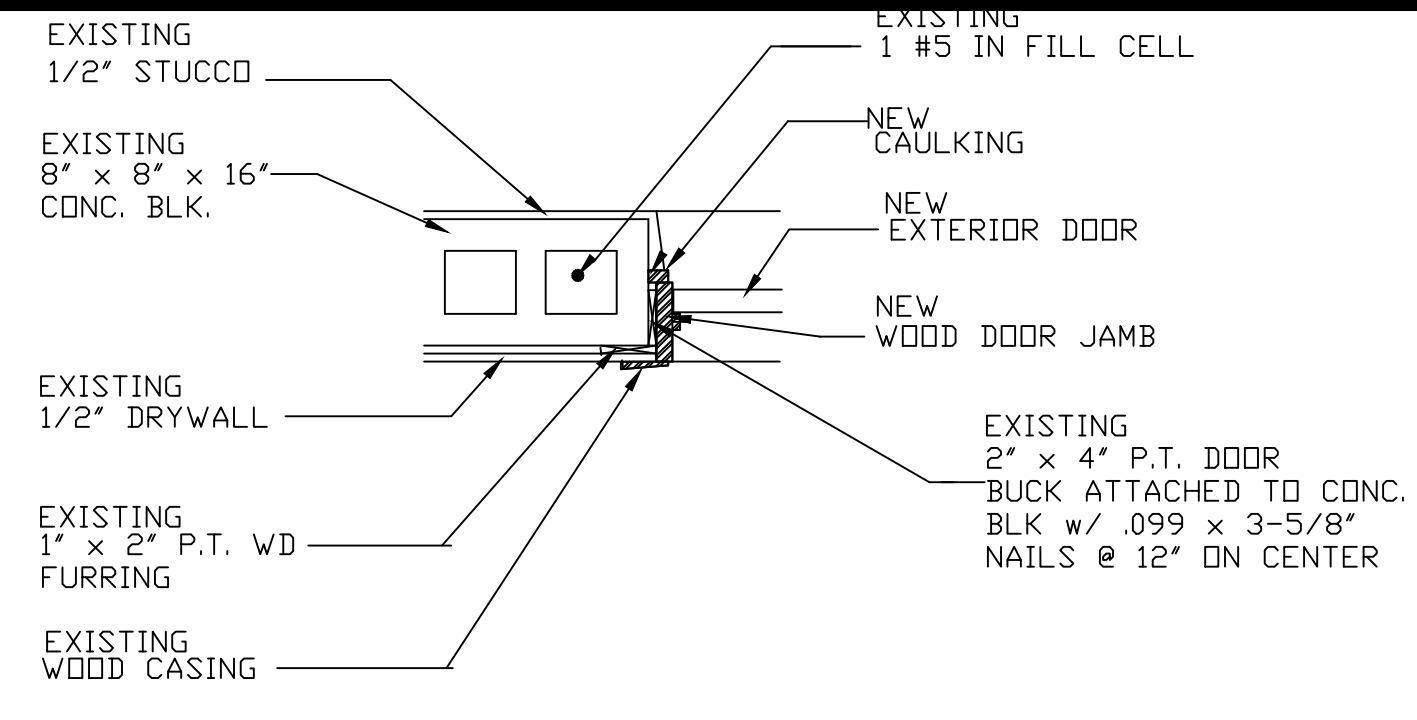
WINDOW SCHEDULE					
MARK	SIZE	QUAN.	ROUGH OPENING	DESIGN PRESSURE	DESCRIPTION
1	143"X89"	2	145"X90"	P = 80.00 S = -80.00	FIXED WDW. IMPACT (TINTED)
2	24"X104"	1	83"X65"	P = 80.00 S = -80.00	FIXED WDW. IMPACT (TINTED)
3	24"X80"	1	24"X82"	P = 80.00 S = -80.00	FIXED WDW. IMPACT (TINTED)

DOOR SCHEDULE					
MARK	SIZE	QUAN.	ROUGH OPENING	DESIGN PRESSURE	DESCRIPTION
A	3068	2	40"X82"	P = 80.00 S = -80.00	EXT. FIXED GLASS (IMPACT) DOORS.



WINDOW BUCK DETAIL

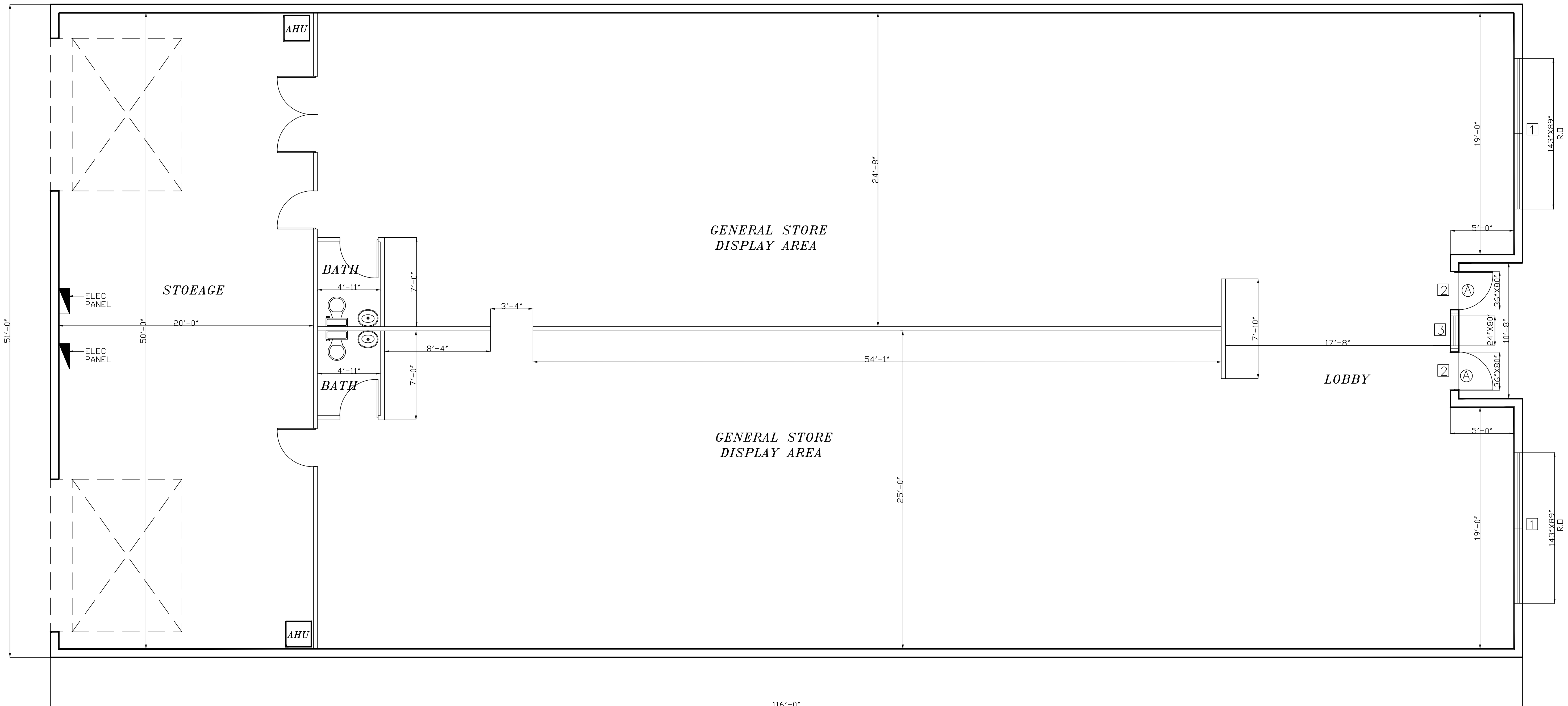
NTS



EXT. DOOR BUCK DETAIL

NTS

NOTE  
NO CHANGE TO THE  
EXIST. OPENING.  
EXIST. FILL CELL AT EACH SIDE OF OPENING  
W/ 1# 5 (TYP.)



EXISTING FLOOR PLAN

SCALE 1/4"=1'-0"

REVISIONS	BY

RETROFIT THE EXISTING WINDOWS AND DOORS  
535 N.E. 13TH. STREET  
FORT LAUDERDALE  
FLORIDA,

DRAWN BY M. R. B
CHECKED BY
DATE 6/8/18
SCALE AS SHOWN
JOB NO.
SHEET 2



**GENERAL CONSTRUCTION NOTES:**

1. THESE PRINTS ARE AN INSTRUMENT OF SERVICE ONLY AND REMAIN PROPERTY OF THE ARCHITECT.
2. WRITTEN DIMENSION ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS.
3. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.
4. ATTENTION IS DIRECTED TO PROVISIONS IN AIA DOCUMENTS A201 GENERAL CONDITIONS ARTICLE 4 REGARDING CONTRACTORS RESPONSIBILITIES IN REGARD TO SUBMISSION OF SHOP DRAWINGS.
5. IN THE EVENT THE ARCHITECT IS RETAINED TO APPROVE SHOP DRAWINGS, SUCH APPROVAL IS ONLY TO CHECK FOR CONFORMANCE WITH DESIGN CONCEPT AND WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS
6. CONTRACTORS SHALL PROMPTLY NOTIFY THE ARCHITECT IN WRITING OF THE EXISTENCE OF ANY OBSERVED VARIATIONS BETWEEN THE CONTRACT DOCUMENTS AND THE APPLICABLE CODES AND ORDINANCES OF REGULATORY AGENCIES
7. SCOPE OF THE WORK IS INDICATED ON THE DRAWINGS AND THESE NOTES.
8. WORK SHALL CONFORM TO ALL RULES AND REGULATION OF APPROPRIATE AGENCIES HAVING JURISDICTION.
9. CONTRACTOR SHALL OBTAIN AND PAY ALL FEES, PERMITS, DEPOSITS FOR UTILITIES REQUIRED FOR THE PROJECT.
10. CONTRACTOR SHALL MAINTAIN TEMPORARY ELECTRICAL, WATER AND SANITARY FACILITIES ON THE SITE FOR THE DURATION OF THE CONSTRUCTION.
11. CONTRACTOR SHALL REMOVE ALL CONSTRUCTION DEBRIS FROM THE JOB SITE AND LEAVE THE FACILITY IN A BROOM CLEAN CONDITION AT END OF EACH WORKING DAY ALL GLASS SHALL BE THOROUGHLY CLEANED AT THE COMPLETION OF THE CONSTRUCTION. ANY PAINT SPECKS AND/OR CONSTRUCTION MARKS SHALL BE REMOVED FROM ALL FINISHED SURFACES.
12. SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL ON THE FOLLOWING ITEMS,
  - EXTERIOR STUCCO' 2 COATS ACRYLIC SATIN LATEX.
  - EXTERIOR WOOD DOORS AND TRIM' 1 COAT ALKYD ENAMEL PRIMER AND 2 COATS REGAL WALL SATIN.
  - INTERIOR GYPSUM BOARD' 1 COAT QUICK-DRY PRIME SEAL AND 2 COATS SATIN IMPERVO ENAMEL.
  - INTERIOR WOOD DOORS AND TRIM' 1 COAT ALKYD ENAMEL UNDERBODY AND COATS STAIN IMPERVO ENAMEL.
  - METALS' 1 COAT X-I-M FLASH BOND AND 2 COATS SATIN IMPERVO ENAMEL.
13. PAINTING, MATERIALS SPECIFIED HEREIN ARE PRODUCTS OF BENJAMIN-MOOR & CO. INC. UNLESS WAIVED BY OWNER OR OWNER'S AUTHORIZED REPRESENTATIVE.
14. THE CONDITIONS OF THE PAINTING WORK SHALL COMPLY WITH THE GENERAL CONDITIONS PUBLISHED BY BENJAMIN-MOORE & COMPANY IN THE "ARCHITECT'S SPECIFICATION MANUAL" , LATEST EDITION.
15. FINISH ALL EXPOSED TO VIEW SURFACES ON THE INTERIOR AND EXTERIOR OF THE FACILITY AS FOLLOWS,
16. PAINT COLORS SHALL BE SELECTED BY OWNER OR OWNER'S AUTHORIZED REPRESENTATIVE.

**SCOPE OF WORK**

THE FACADE IMPROVEMENT OF THE EXISTING COMMERCIAL BUILDING TO REMOVE AND REPLACE THE EXISTING WINDOW'S AND DOOR ON THE FRONT OF THE BUILDING  
( NO CHANGE THE EXISTING WINDOWS OPENING)

**OCCUPANCY GROUP :- B1**  
**CONSTRUCTION TYPE :- B**

**NOTE**

PLANS MUST COMPLY TO THE FLORIDA 2017 BUILDING CODE.

**NOTE**

NO NEW INTERIOR WORK  
NO NEW MECHANICAL  
NO NEW ELECTRICAL  
NO NEW PLUMBING

**"OLD CONSTRUCTION TYPE :- 111"**

**"NEW CONSTRUCTION TYPE :- V 5"**

**ZONING NOTE**

**ALL NEW MATERIALS, PAINT COLOR AND ROOF MATERIAL WILL MATCH EXISTING HOUSE MATERIALS AND COLOR. CONTRACTOR WILL OBTAIN A PAINT FROM THE OWNER**

TO THE BEST OF THE ENGINEER'S KNOWLEDGE, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRESAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2017 EDITION.

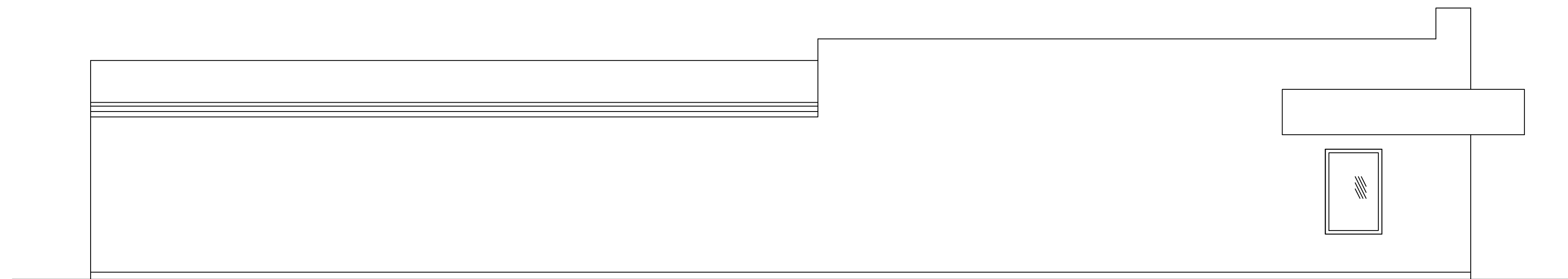
**WIND STATEMENT**  
THIS BUILDING TO WITHSTAND WIND LOAD OF 170 MPH 3 SECOND GUST PER ASCE 7-17.  
EXPOSURE 'C'  
IMPACT FACTOR = 1.0  
WIND LOAD PER FBC, 2017

**NOTE**  
**PRESSURE TREATED WOOD**  
**AT ALL CONNECTING CONCRETE**



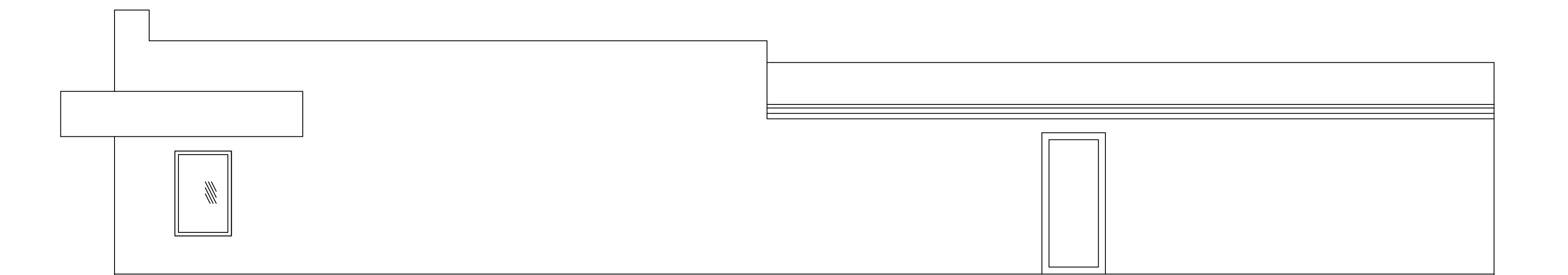
**FRONT ELEVATION**

SCALE 1/4"=1'-0"



**LEFT ELEVATION**

SCALE 1/4"=1'-0"



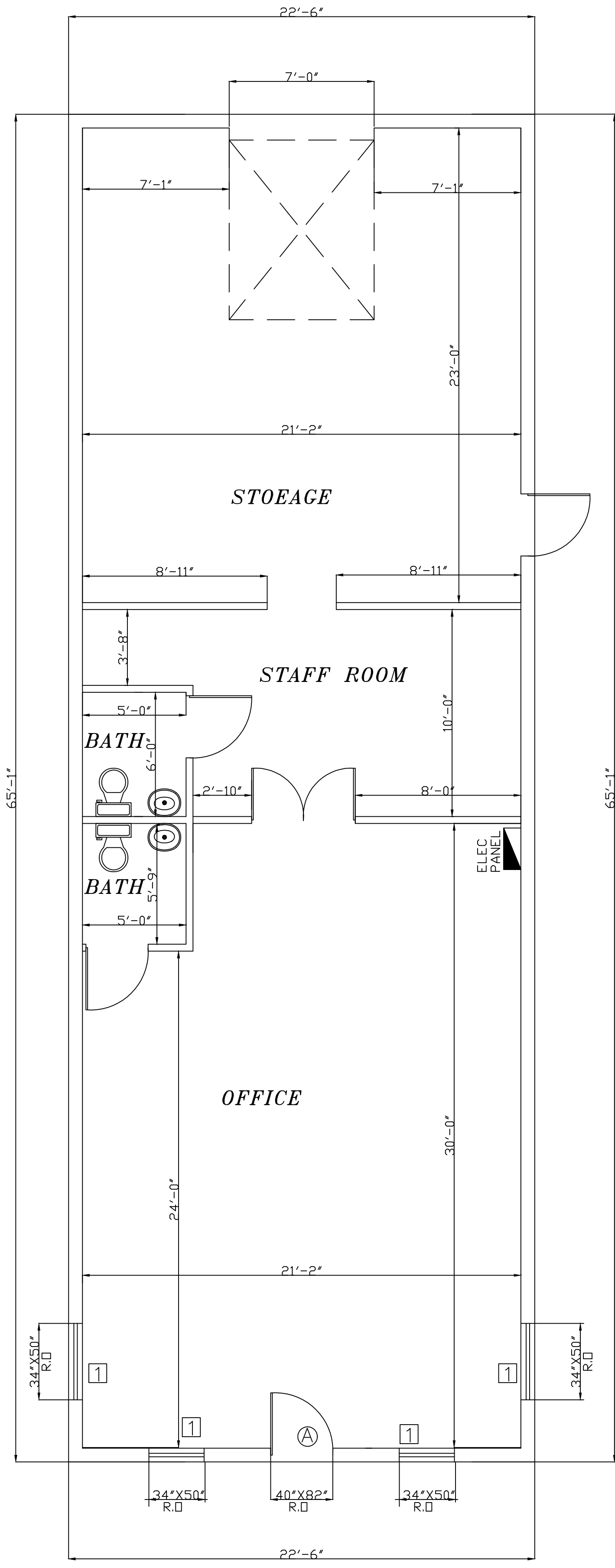
**RIGHT ELEVATION**

SCALE 1/4"=1'-0"

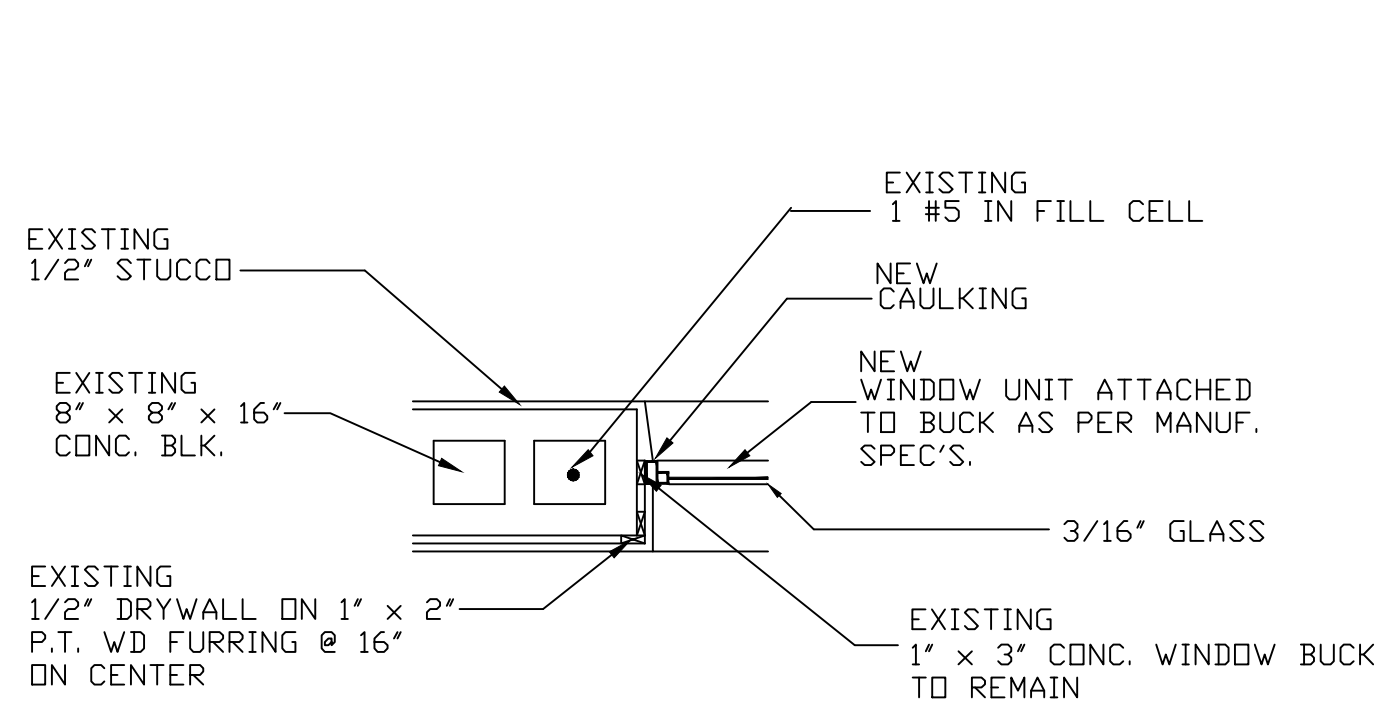
REVISIONS	BY

**RETROFIT THE EXISTING WINDOWS AND DOOR**  
**545 N.E 13TH. STREET**  
**FORT LAUDERDALE**  
**FLORIDA,**

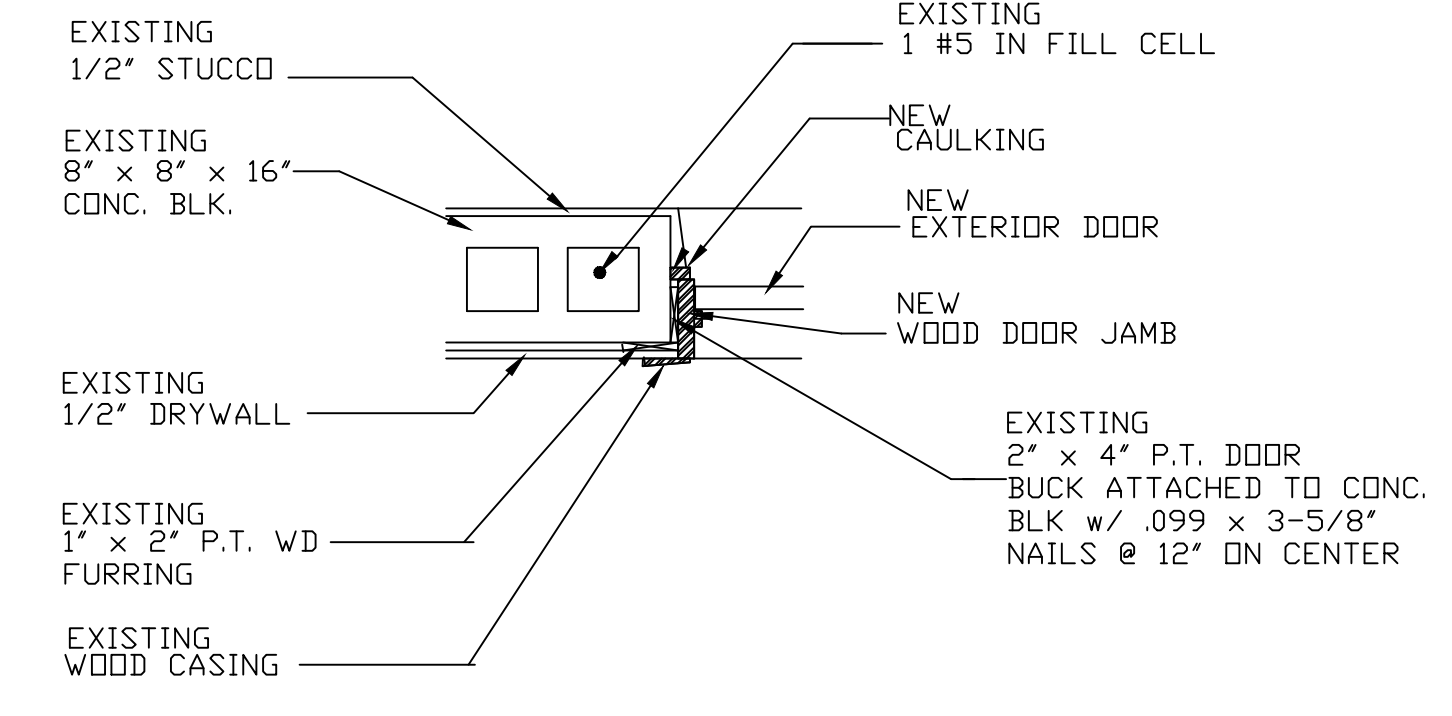
DRAWN BY	M. R. B
CHECKED BY	
DATE	6/8/18
SCALE	AS SHOWN
JOB NO.	
SHEET	1



**EXISTING FLOOR PLAN**  
SCALE 1/4"=1'-0"



**WINDOW BUCK DETAIL** NTS

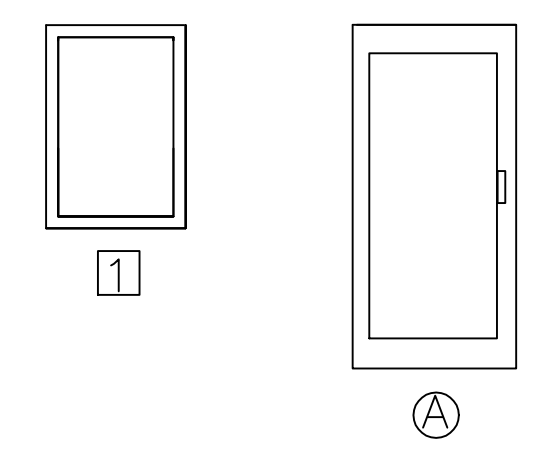


**EXT. DOOR BUCK DETAIL** NTS

WINDOW SCHEDULE 1					
MARK	SIZE	QUAN.	ROUGH OPENING	DESIGN PRESSURE	DESCRIPTION
1	32"x48"	4	36"x50"	P = 80.00 S = -80.00	FIXED WDW. IMPACT (TINTED)

DOOR SCHEDULE A					
MARK	SIZE	QUAN.	ROUGH OPENING	DESIGN PRESSURE	DESCRIPTION
A	3068	1	40"x82"	P = 80.00 S = -80.00	EXT. FIXED GLASS. (IMPACT) DOORS.

**NOTE**  
NO CHANGE TO THE EXIST. OPENING.  
EXIST. FILL CELL AT EACH SIDE OF OPENING W/ 1# 5 (TYP.)



REVISIONS	BY

RETROFIT THE EXISTING WINDOWS AND DOORS  
545 N.E. 13TH. STREET  
FORT LAUDERDALE  
FLORIDA,

DRAWN BY <b>M. R. B</b>
CHECKED BY
DATE 6/8/18
SCALE AS SHOWN
JOB NO.
SHEET 2

GENERAL CONSTRUCTION NOTES:

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  - EXTERIOR WOOD DOORS AND TRIM 1 COAT ALKYD ENAMEL PRIMER AND 2 COATS REGAL WALL SATIN.
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  - INTERIOR WOOD DOORS AND TRIM 1 COAT ALKYD ENAMEL UNDERBODY AND COATS STAIN IMPERVO ENAMEL.
  - METALS 1 COAT X-I-M FLASH BOND AND 2 COATS SATIN IMPERVO ENAMEL.
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**ZONING NOTE**  
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 CONTRACTOR WILL OBTAIN A PAINT FROM THE OWNER

**SCOPE OF WORK**  
 THE FACADE IMPROVEMENT OF THE EXISTING COMMERCIAL BUILDING TO REMOVE AND REPLACE THE EXISTING WINDOWS AND DOOR'S ON THE FRONT OF THE BUILDING  
 ( NO CHANGE THE EXISTING WINDOWS OPENING)

**OCCUPANCY GROUP :- B1**  
**CONSTRUCTION TYPE :- B**

**"OLD CONSTRUCTION TYPE :- 111"**

**"NEW CONSTRUCTION TYPE :- V 5"**

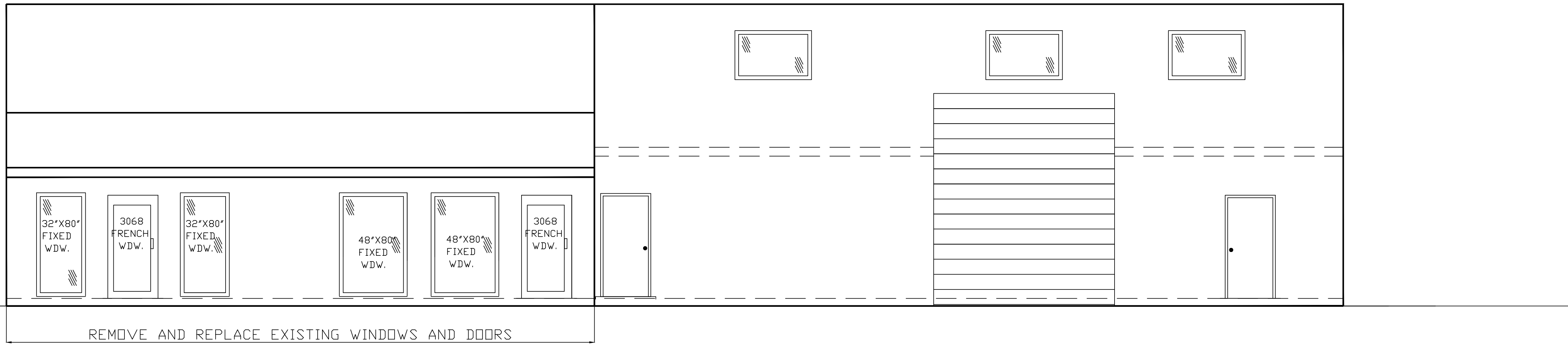
**WIND STATEMENT**  
 THIS BUILDING TO WITHSTAND WIND LOAD OF 170 MPH 3 SECOND GUST PER ASCE 7-17.  
 EXPOSURE 'C'  
 IMPACT FACTOR = 1.0  
 WIND LOAD PER FBC, 2017

**NOTE**  
 PLANS MUST COMPLY TO THE FLORIDA 2017 BUILDING CODE.

**NOTE**  
 PRESSURE TREATED WOOD AT ALL CONNECTING CONCRETE

**NOTE**  
 NO NEW INTERIOR WORK  
 NO NEW MECHANICAL  
 NO NEW ELECTRICAL  
 NO NEW PLUMBING

TO THE BEST OF THE ENGINEER'S KNOWLEDGE, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRESAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2017 EDITION.



REMOVE AND REPLACE EXISTING WINDOWS AND DOORS

**FRONT ELEVATION**

SCALE 1/4"=1'-0"

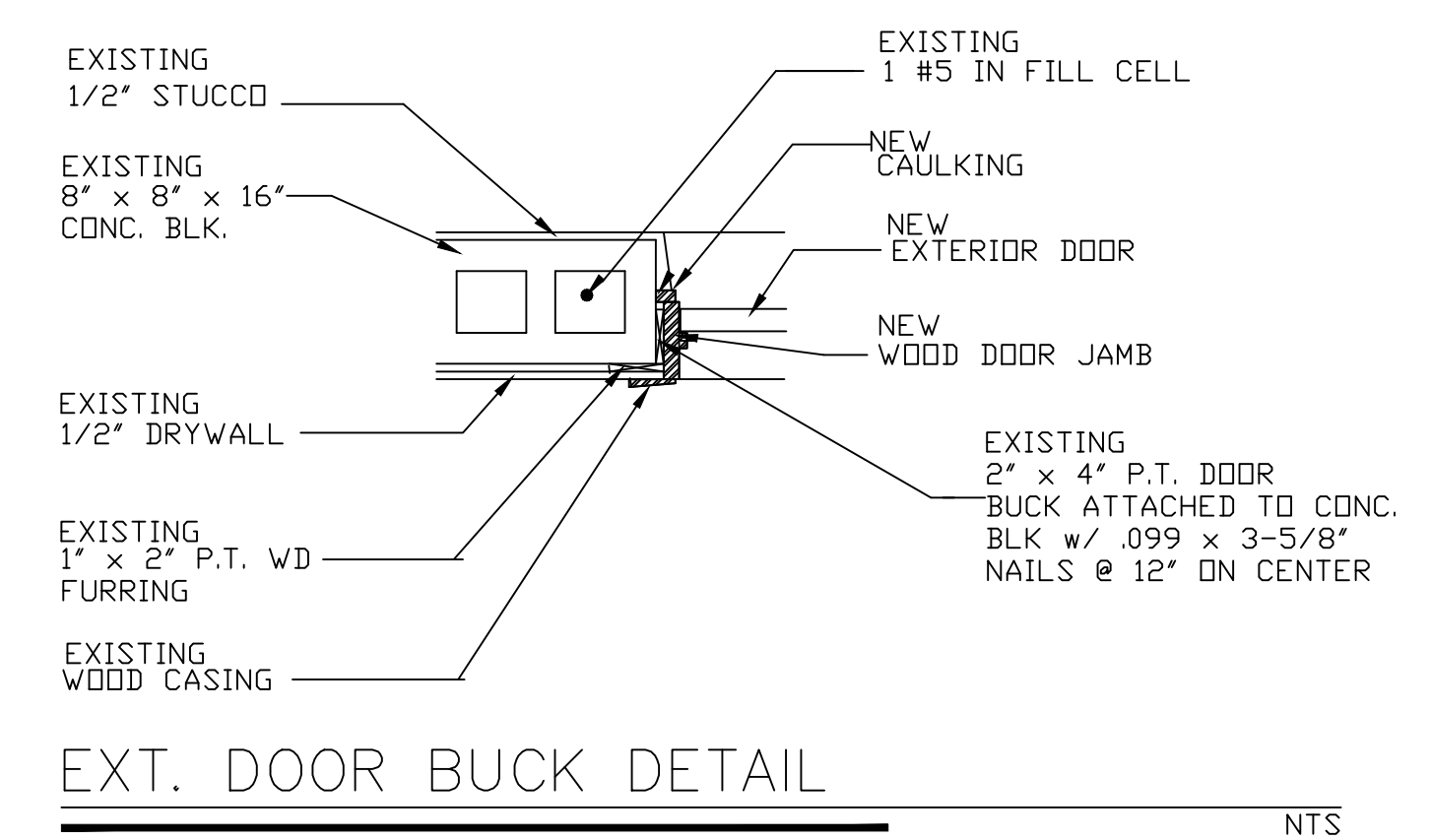
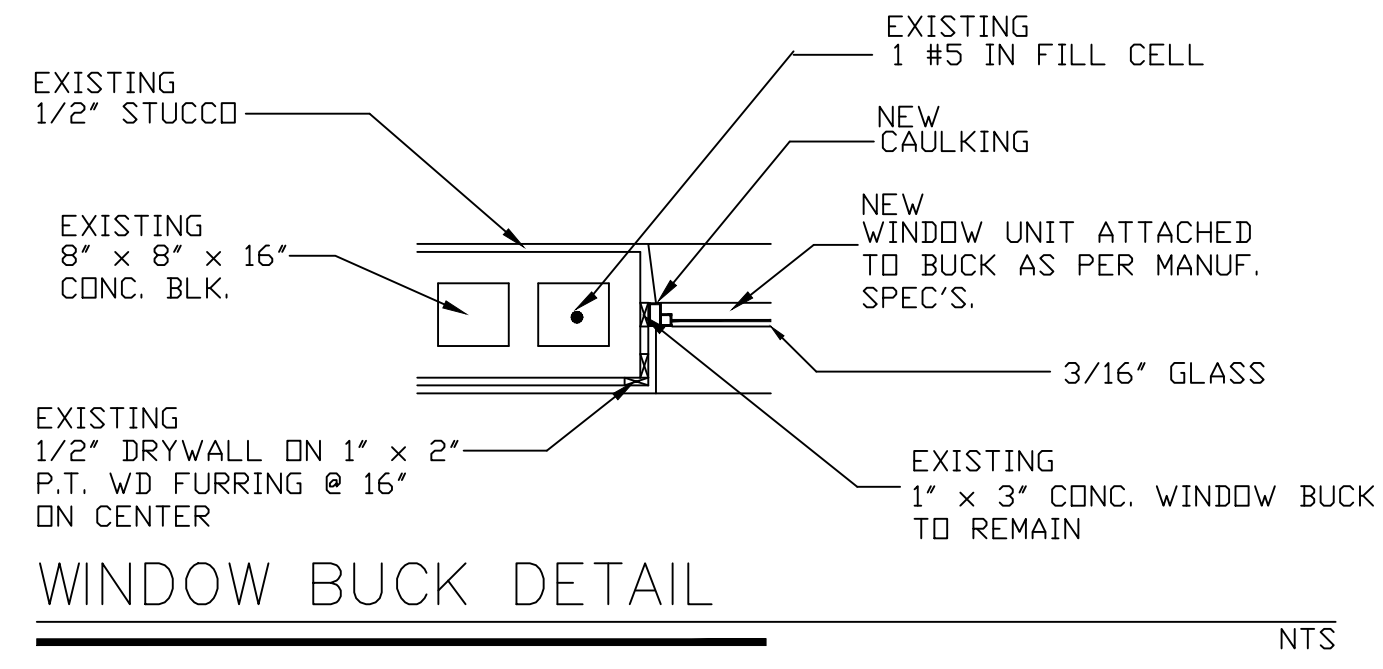
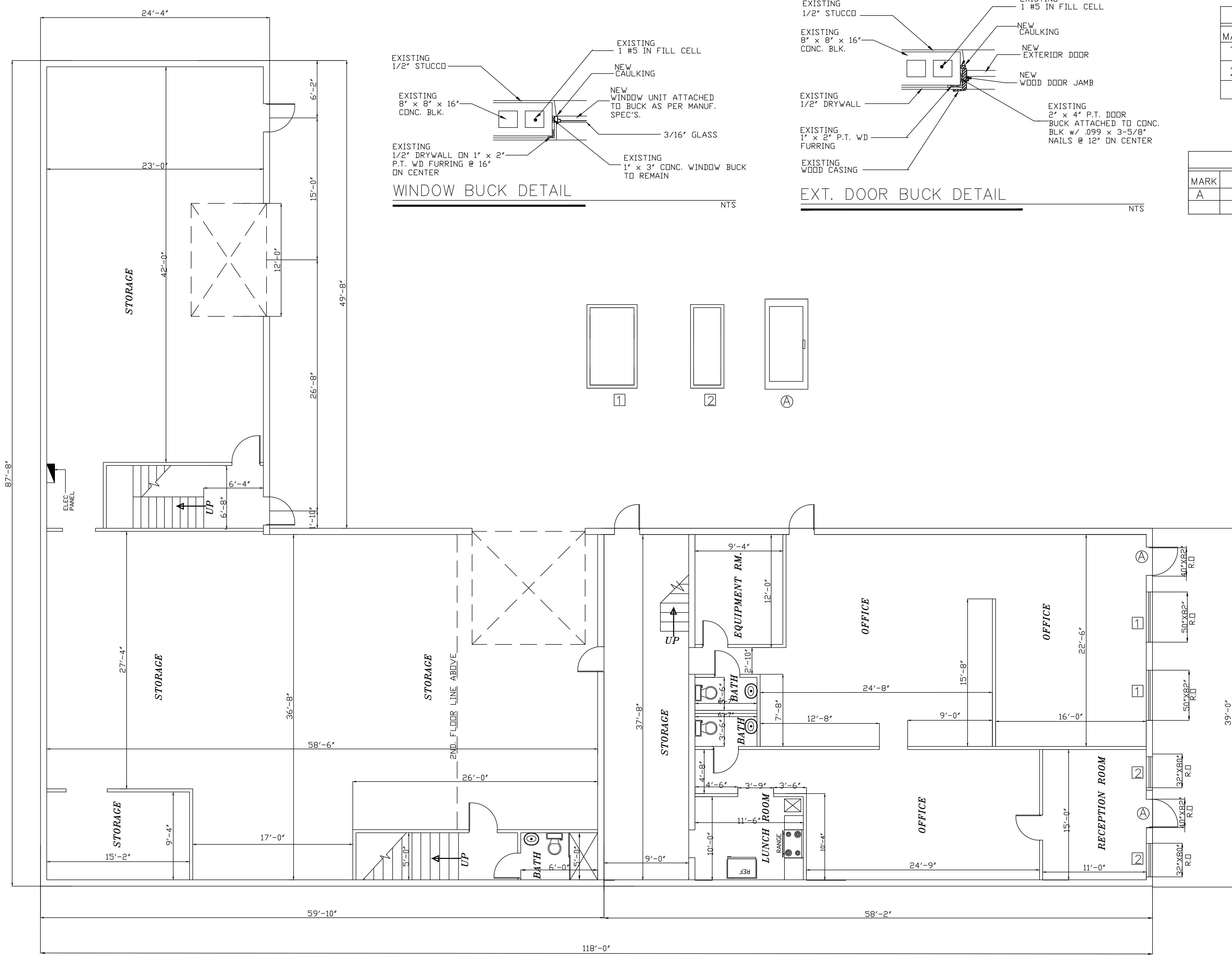
REVISIONS	BY

RETROFIT THE EXISTING WINDOWS AND DOORS  
 603 N.E 13th STREET  
 FORT LAUDERDALE  
 FLORIDA,

DRAWN BY <b>M.R.B</b>
CHECKED BY
DATE 6/8/18
SCALE AS SHOWN
JOB NO.
SHEET 1



REVISIONS	BY



WINDOW SCHEDULE					
MARK	SIZE	QUAN.	ROUGH OPENING	DESIGN PRESSURE	DESCRIPTION
1	48"x80"	2	50"x82"	P = 80.00 S = -80.00	FIXED WDW. IMPACT (TINTED)
2	32"x80"	2	34"x82"	P = 80.00 S = -80.00	FIXED WDW. IMPACT (TINTED)

DOOR SCHEDULE					
MARK	SIZE	QUAN.	ROUGH OPENING	DESIGN PRESSURE	DESCRIPTION
A	3068	10	40"x82"	P = 80.00 S = -80.00	EXT. FIXED GLASS (IMPACT) DOORS.

NOTE  
NO CHANGE TO THE EXIST. OPENING.  
EXIST. FILL CELL AT EACH SIDE OF OPENING W/ 1# 5 (TYP.)

1st FLOOR PLAN  
SCALE 3/16"=1'-0"

RETROFIT THE EXISTING WINDOWS AND DOORS  
603 N.E 13th STREET  
FORT LAUDERDALE  
FLORIDA,

DRAWN BY M. R. B
CHECKED BY
DATE 6/8/18
SCALE AS SHOWN
JOB NO.
SHEET 2

# Façade Cost Proposal – Exterior Estimate I

Keystone Builders Inc. GCG1514441  
 180 E DANIA BEACH BLVD. #307  
 DANIA BEACH, FL 33004



Abby Laughlin  
 530/535/545/603 NE 13th St.  
 Fort Lauderdale, FL 33304

## ESTIMATE

**Invoice #** 0012042B  
**Invoice Date** 07/18/2018  
**Due Date** 07/18/2018

Item	Description	Unit Price	Quantity	Amount
	EXTERIOR WORK			
	Keystone Builders Inc. is contracting to perform & supply all materials & labor for the described project. Work to be performed according to FL Building Code standards.			
	All work/change orders will be approved via invoice, email, text, or verbal communication.			
	Keystone Builders Inc. is providing project management services, administrative staffing, & in-house labor staffing at cost plus 20% overhead & profit fee. Other services may be billed hourly.			
	Keystone Builders Inc. will submit all change orders & service invoices on an as-needed basis.			
	Architectural & Engineered Plans Parking Lot Structural Impact Windows & Doors (50%) Landscaping Electrical Lighting	28000.00	1.00	28,000.00

Permits	15000.00	1.00	15,000.00
Parking Lot			
Structural Impact Windows & Doors (50%)			
Electrical			
Lighting			
(Estimated)			
Demolition & Equipment	7500.00	1.00	7,500.00
Structural Impact Windows & Doors (According to Plans)	76080.00	1.00	76,080.00
(50%)			
Expansion of Parking Lot (Between 535 & 545)	43000.00	1.00	43,000.00
Landscaping (According to Plans)	32000.00	1.00	32,000.00
Electrical Lighting (According to Plans)	21000.00	1.00	21,000.00
20 % O & P	44516.00	1.00	44,516.00

	<b>Subtotal</b>	267,096.00
	<b>Total</b>	267,096.00
	<b>Amount Paid</b>	0.00
	<b>Balance Due</b>	\$267,096.00

# Facade Cost Proposal – Exterior Estimate II

Monette Construction CBC060316  
 399 East Sheridan Street #307  
 Dania Beach, FL 33004



Abby Laughlin  
 530/535/545/603 NE 13th St.  
 Fort Lauderdale, FL 33304

## ESTIMATE

**Invoice #** 0012061B  
**Invoice Date** 08/08/2018  
**Due Date** 08/08/2018

Item	Description	Unit Price	Quantity	Amount
	EXTERIOR WORK			
	Monette Construction is contracting to perform & supply all materials & labor for the described project. Work to be performed according to FL Building Code standards.			
	All work/change orders will be approved via invoice, email, text, or verbal communication.			
	Monette Construction, administrative staffing, & in-house labor staffing at cost plus 20% overhead & profit fee. Other services may be billed hourly.			
	Monette Construction will submit all change orders & service invoices on an as-needed basis.			
	Architectural & Engineered Plans Parking Lot Structural Impact Windows & Doors (50%) Landscaping Electrical Lighting	34800.00	1.00	34,800.00
	Permits Parking Lot	18000.00	1.00	18,000.00

Structural Impact Windows & Doors (50%) Electrical Lighting (Estimated)			
Demolition & Equipment	9400.00	1.00	9,400.00
Structural Impact Windows & Doors (According to Plans) (50%)	83654.00	1.00	83,654.00
Expansion of Parking Lot (Between 535 & 545)	47000.00	1.00	47,000.00
Landscaping (According to Plans)	36750.00	1.00	36,750.00
Electrical Lighting (According to Plans)	25600.00	1.00	25,600.00
20 % O & P	51040.00	1.00	51,040.00
		<b>Subtotal</b>	306,244.00
		<b>Total</b>	306,244.00
		<b>Amount Paid</b>	0.00
		<b>Balance Due</b>	\$306,244.00

# PBIP Cost Proposal – Interior Estimate I

Keystone Builders Inc. GCG1514441  
 180 E DANIA BEACH BLVD. #307  
 DANIA BEACH, FL 33004



Abby Laughlin  
 530/535/545/603 NE 13th St.  
 Fort Lauderdale, FL 33304

## ESTIMATE

**Invoice #**                      0012042A

**Invoice Date**                      07/18/2018

**Due Date**                              07/18/2018

Item	Description	Unit Price	Quantity	Amount
	<p>INTERIOR WORK</p> <p>Keystone Builders Inc. is contracting to perform &amp; supply all materials &amp; labor for the described project. Work to be performed according to FL Building Code standards.</p> <p>All work/change orders will be approved via invoice, email, text, or verbal communication.</p> <p>Keystone Builders Inc. is providing project management services, administrative staffing, &amp; in-house labor staffing at cost plus 20% overhead &amp; profit fee. Other services may be billed hourly.</p> <p>Keystone Builders Inc. will submit all change orders &amp; service invoices on an as-needed basis.</p>			
	<p>Architectural &amp; Engineered Plans                      Structural Openings                      Structural Impact Windows &amp; Doors (50%)                      Electrical</p>	10000.00	1.00	10,000.00
	<p>Permits                      Structural Impact Windows &amp; Doors (50%)</p>	10000.00	1.00	10,000.00

Structual Electrical (Estimated)			
Demolition & Equipment	7500.00	1.00	7,500.00
Structural Impact Windows & Doors (According to Plans) (50%)	76080.00	1.00	76,080.00
Interior Drywall & Paint	30000.00	1.00	30,000.00
603 Three-Phase electrical & Panel	30000.00	1.00	30,000.00
20% O & P	32716.00	1.00	32,716.00
		<b>Subtotal</b>	196,296.00
		<b>Total</b>	196,296.00
		<b>Amount Paid</b>	0.00
		<b>Balance Due</b>	\$196,296.00

# PBIP Cost Proposal - Interior Estimate II

Monette Construction CBC060316  
 399 East Sheridan Street #307  
 Dania Beach, FL 33004



Abby Laughlin  
 530/535/545/603 NE 13th St.  
 Fort Lauderdale, FL 33304

## ESTIMATE

**Invoice #** 0012056A  
**Invoice Date** 07/24/2018  
**Due Date** 07/24/2018

Item	Description	Unit Price	Quantity	Amount
	INTERIOR WORK			
	Monette Construction, Inc. is contracting to perform & supply all materials & labor for the described project. Work to be performed according to FL Building Code standards.			
	All work/change orders will be approved via invoice, email, text, or verbal communication.			
	Monette Construction, Inc. is providing project management services, administrative staffing, & in-house labor staffing at cost plus 20% overhead & profit fee. Other services may be billed hourly.			
	Monette Construction, Inc. will submit all change orders & service invoices on an as-needed basis.			
	Architectural & Engineered Plans	11600.00	1.00	11,600.00
	Structural Openings			
	Structural Impact Windows & Doors (50%)			
	Electrical			



Permits	12400.00	1.00	12,400.00
Structural Impact Windows & Doors (50%) Structural Electrical (Estimated)			
Demolition & Equipment	9400.00	1.00	9,400.00
Structural Impact Windows & Doors (According to Plans) (50%)	87450.00	1.00	87,450.00
Interior Drywall & Paint	42000.00	1.00	42,000.00
603 Three-Phase electrical & Panel	39800.00	1.00	39,800.00
20% O & P	40530.00	1.00	40,530.00

	<b>Subtotal</b>	243,180.00
	<b>Total</b>	243,180.00
	<b>Amount Paid</b>	0.00
	<b>Balance Due</b>	\$243,180.00

# City of Fort Lauderdale

Central City



**CRA FUNDING APPLICATION**  
**Facade Program and PBIP Program**  
**Abby Laughlin dba Sandbox101, LLC**  
**District 13**

# Central City Area Community Redevelopment Agency

## APPLICATION REQUEST SUPPLEMENTAL INFORMATION

### CRA Incentive Programs

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

<input type="checkbox"/> <b>COMMERCIAL FAÇADE IMPROVEMENT PROGRAM</b>	\$ _____
<input type="checkbox"/> <b>PROPERTY AND BUSINESS IMPROVEMENT PROGRAM</b>	\$ _____
<input type="checkbox"/> <b>STREETSCAPE ENHANCEMENT PROGRAM</b>	\$ _____
<input type="checkbox"/> <b>DEVELOPMENT INCENTIVE PROGRAM</b>	\$ _____
<input type="checkbox"/> <b>PROPERTY TAX REIMBURSEMENT PROGRAM</b>	\$ _____

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

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

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

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

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

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

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

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

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

Abby Laughlin  
Signature of Property Owner or Business Owner

Abby Laughlin  
Print Name

**Central City CRA Incentive Applicant  
Sandbox 101, LLC  
Supplemental Information Answers**

1. See business plan section and supplemental information regarding signed leases and economic impact/jobs list. Multiple businesses in a flex warehouse and retail cluster that includes:
  - **520-530 NE 13<sup>th</sup> St, Fort Lauderdale, FL. 33304**
    - Marine air conditioning sales and technical business
    - Non-profit art organization
    - Thrift store in the front and gardening store in the back
  - **535 NE 13<sup>th</sup> St, Fort Lauderdale, FL. 33304;**
    - Martial arts studio
    - Retail furniture store
  - **545 NE 13<sup>th</sup> St, Fort Lauderdale, FL. 33304;**
    - Garden box lounge
  - **603 NE 13<sup>th</sup> St, Fort Lauderdale, FL. 33304**
    - Production bakery
    - Information technology hardware and software business specializing in Apple Products
    - Commercial beverage distributor
    - Commercial and residential construction company
2. **A. 520-530 NE 13<sup>th</sup> St, Fort Lauderdale, FL. 33304;** Folio #4942 34 03 1770; Legal Description - PROGRESSO 2-18 D LOT 1 LESS N 15, LOTS 2 TO 4 BLK 113.  
  
**B. 535 NE 13<sup>th</sup> St, Fort Lauderdale, FL. 33304;** Folio #4942 35 03 0060; Legal Description - H C BROCKS SUB 3-24 B LOT 7 LESS R/W, 8 LESS R/W.  
  
**C. 545 NE 13<sup>th</sup> St, Fort Lauderdale, FL. 33304;** Folio #494235030050; Legal Description - H C BROCKS SUB 3-24 B LOT 6 LESS S 15;  
  
**D. 603 NE 13<sup>th</sup> St, Fort Lauderdale, FL. 33304;** Folio #494235030040; Legal Description - H C BROCKS SUB 3-24 B LOTS 4 & 5 LESS R/W.
3. Zoning is Commercial.
4. Yes, proposed improvements are being made on behalf of Sandbox101, LLC an entity commonly owned by the owner of the property.
5. Zoning is commercial.
6. Yes, as owner of the properties a copy of the deed is included in the supplemental documentation section.
7. This is a renovation project.



8. Overall capital investment of \$3.8 million with a very approximate 70% in hard costs and an equally approximate 30% in soft costs. This percentage is standard for both interior and exterior.
9. 2018 Combined Property Assessed Value: **2,056,800**
  - **530 NE 13 ST** - \$531,710
  - **535 NE 13 ST** - \$798,420
  - **545 NE 13 ST** - \$161,850
  - **603 NE 13 ST** - \$564,820
10. Yes, see survey questionnaire. First mortgage and security agreement has been provided- #115179640, page 1 of 11, recorded 07/03/2018.
11. No, no existing liens on the properties.
12. No, no code violations on the properties.
13. No, properties are not listed for sale.
14. Estimated 47 full time equivalent jobs- 15 construction and 32 select retail and administration.
15. Estimate commencement date of the project is September 2018
16. Estimated completion date is December 2018
17. Proof of matching funds has been provided, detailed bank records, key contacts at the institution and most recent statements included in appendix data.
18. Yes, full insurance coverage, proof of insurance included in appendix data.
19. No
20. Yes, see supplemental information.
21. Yes, detailed plans have been submitted to CRA representative via electronic copy.
22. Yes, all permits have been approved.
23. Yes, contractor cost estimates is included in Appendix Information.
24. No. CRA Contractor is not required for the amount requested. However preferred Contractor is in the process of becoming an approved CRA Participant
25. Yes, see supplemental documentation- contractor quotes.
26. Not applicable

# CRA Incentive Program Survey Questionnaire

Name of Principal Owner in Charge Abby E. Laughlin		Tel. No. 301-606-4296		E-Mail Address abby.laughlin@gmail.com	
Primary Contact for this CRA Request Abby E. Laughlin		Tel. No. 301-606-4296		E-Mail Address abby.laughlin@gmail.com	
Name of Business Sandbox101, LLC		Tax I.D. No. [REDACTED]		Company Website	
Business Address 425 Bayshore Dr., #29		Tel. No. 301-606-4296		Fax No.	
City Fort Lauderdale		State Florida		Zip Code 33304	
Commencement Date for Project: January 2018				<u>JOB INFORMATION</u>	
Completion Date for Project: December 2018				Full Time Equivalent (FTE) 32 Jobs to be created	
Check Appropriate Description <input type="checkbox"/> Existing Business <input checked="" type="checkbox"/> <input type="checkbox"/> New Business <input type="checkbox"/>		Project Type <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> <input type="checkbox"/> Relocation <input type="checkbox"/>		Facility Description Existing Space 23,609 sq. ft. New Space <u>_N/A_</u> sq. ft.	
NAICS Code / Industry Type 236220 531390		Date of Incorporation 12.08.2011		State where the business was incorporated Florida	
Proposed Project Location/City Fort Lauderdale		Proposed Addresses 530-603 NE 13 <sup>th</sup> St, Fort Lauderdale, Florida. 33304		Existing Jobs 15 Total FTE Jobs 47	
Property Control Number(s) 4942 34 03 1770 - (520-530 NE 13 <sup>th</sup> St) 4942 35 03 0060 - (535 NE 13 <sup>th</sup> St) 4942 35 03 0050 - (545 NE 13 <sup>th</sup> St) 4942 35 03 0040 - (603 NE 13 <sup>th</sup> St)		Property Owner Abby E & Robert S Laughlin dba Sandbox101, LLC		<u>TYPE OF BUSINESS</u> Sole Proprietor _____ Partnership X Joint Venture _____ Corporation X Cooperative _____ Limited Liability Company X Non-Profit Org. _____ Other: Additional tenants will likely represent a broad cross-section of small business entities with local employment. Both leases and LOI's are in place for the subject properties.	
Owner Tel. No. (include Area Code) 301-606-4296		Is there a lien on the property? <b>No. Only First Mortgage</b>			
Bank(s) Where Business Accounts for Projects Are Held 1. American National Bank					
Name of Participating Bank/Lender American National Bank					
Amount \$ 1,800,000	Contact Person Amy Engelberg Mahaney EVP, Chief Lending Officer	Tel. No. (include Area Code) 954-267-8127	Fax No. (include Area Code)		
Name of Other Financial Source					

Seller Financing			
Amount \$ 688,250	Contact Person Abby E Laughlin	Tel. No. (include Area Code) 301-606-4296	Fax No. (include Area Code)
Name of Other Financial Source			
Amount \$ [REDACTED]	Contact Person Morgan Stanley	Tel. No. (include Area Code)	Fax No. (include Area Code)
Name of Other Financial Source			
Amount \$ [REDACTED]	Contact Person American National Bank	Tel. No. (include Area Code)	Fax No. (include Area Code)

# Summary Business Plan

## **Mission:**

To complete the development and renovation on six (6) highly visible commercial properties located along the newly renovated North East 13<sup>th</sup> street corridor. The properties consist of four (4) income producing buildings and two (2) lots available for parking and programming.

Following the now completed purchase of all six (6) properties for \$3,300,000, renovations are presently the focal point of the concluding phase, with an estimated cost of \$700,000. To date approximately \$200,000 has been spent toward renovations.

## **Market Analysis:**

The properties are located along NE 13<sup>th</sup> Street a project we refer to as “District 13” (Central City CRA) within the municipality of Fort Lauderdale, Broward County, Florida. This project is on a key corridor in the Central City, between Wilton Manors and Flagler Village with an average vehicle count of 14,000 per day.

The development and renovations in the area represent a significant cash flow investment to Central City. We expect it will foster economic growth and local jobs to the area while in tandem, acting as catalyst and perhaps a model for further growth among Fort Lauderdale’s emerging art and creative districts.

This six (6) property grouping is already jump starting the local neighborhood with a grassroots renaissance. Given such a central location between Flagler Village and Wilton Manors, it is an ideal area for those looking to work, walk and play.

The flex warehouse space, rented to both wet and dry creative tenants, is activating a community of retail, food, design and artisans in a symbiotic environment. Both current and prospective tenants are highly curated in order to further the blending of cultural, business, art and design talent.

Anchor properties included for comparison, with existing well trafficked business are, “The Hive” and “The Warsaw Coffee Company.” Both are highly successful and complimentary to the fresh, artistic vision, being achieved within the District 13 development.

## **Comparable Districts Rental Pricing:**

By comparison with other developments, the District 13 rental target for warehouse, retail, art and design square footage is highly competitive at a conservative \$20.00 - 25/square foot estimate.

## **Competing Districts Comparisons Include:**

- Las Olas District - \$100/square foot
- Federal Highway - \$75/square foot
- FAT Village District - \$48/square foot
- MASS District - \$35/square foot
- Class “C” warehouse market - \$14-\$18/square foot.



# Economic Analysis

DISTRICT 13

BUSINESS PLAN / SANDBOX  
101

## PROJECTED INCOME

NAME	USE	RATE PER FT	CAM	GROSS SQ FT	ANNUAL POTENTIAL INCOME
530 NE 13TH ST	O/I	\$12.50	\$3.40	7800	\$124,020
535 NE 13TH ST	O/I	\$22.00	\$3.80	5940	\$153,252
545 NE 13th ST	I	\$25.00	\$3.40	1452	\$41,237
603 NE 13TH ST	I	\$25.00	\$3.80	8540	\$245,952
LESS VACANCY @	5%				(\$28,223)

**TOTAL INCOME**

**\$536,238**

O-OFFICE I-INDUSTRIAL

## PROJECTED EXPENSES (ANNUAL)- CAM EXPENSES NOTED IN BLUE

REAL ESTATE TAXES	\$27,141.00
GROUNDS/LANDCAPING/EXTERIOR	\$3,600.00
WATER & SEWER	\$3,800.00
ELECTRIC	\$6,000.00
TRASH	\$4,800.00
SECURITY/CCTV	\$2,400.00
GENERAL ADMINISTRATION	\$15,000.00
INSURANCE (NO FLOOD)	\$6,419.00
OTHER	\$6,000.00

**TOTAL EXPENSES**

**\$75,160.00**

SELLERS NOTES (\$622,000)	\$38,400.00
MORTGAGE PAYMENTS (\$1.800,000)	\$96,000.00

**TOTAL EXPENSES AND MORGAGE**

**\$209,560.00**

**PRE TAX CASH FLOW**

**\$326,677.76**

<b>INVESTMENT</b>	ASSET PURCHASE	\$3,295,000.00
	CLOSING & CARRY	\$160,000.00
	CONSTRUCTION (NO DETAIL)	\$400,000.00

**TOTAL INVESTMENT SO FAR**

**\$3,855,000.00**

# Project Schedule

## Project Schedule:

- January 2018 ~ Close on 535 & 603, existing tenants until August 2018
- February 2018 ~ Apply for permits
- March 2018 ~ Begin renovations
- September 2018 ~ Exterior work complete by end of 4rd quarter 2018
- October 2018 ~ New tenants move in to 535 & 603

## Employment Impact – Job List

JOB TITLE	NUMBER	JOB DESCRIPTION	AVERAGE ANNUAL SALARY	INDUSTRY AVERAGE SALARY	EXPERIENCE/EDUCATION/SKILLS REQUIRED
Martial Arts Instructors	4	Highly skilled fitness and self-defense professional who teaches others the techniques and movements of martial arts.	\$40,000	\$35,000	Highest Accredited Designation for the Art together with a BA/BS, advanced coaching, instructional design and two years stand up training, practicum or apprenticeship.
Retail Furniture and Décor Consultants	4	Client service and sales professional who maximizes sales while assisting customers in the selection of merchandise and décor solutions.	\$40,000	\$37,000	HS Diploma and/or BA/BS with superior consultative client service experience. Excellent knowledge or practical experience of décor and design.
Thrift and Garden Store Sales Associates	5	Client service and sales professional who maximizes sales while assisting customers in the selection of merchandise, décor and gardening solutions.	\$20,000	\$20,000	HS Diploma and/or BA/BS with superior consultative client service experience. Excellent knowledge or practical experience of décor, design and/or gardening.
Marine Air Conditioning Sales	1	Sales professional who maximizes revenue by counseling customers in the selection of marine air conditioning merchandise.	\$50,000	\$56,000	HS Diploma and/or BA/BS with superior consultative client service experience. Excellent knowledge and practical experience of HVAC solutions for Marine applications.
Marine Air Conditioning Technician	1	Technical expert in Marine HVAC installation and repair.	\$50,000	\$44,000	HS Diploma and or BA/BS with practical technical implementation and repair of HVAC equipment for the Marine vertical.
Non-Profit Office Team Member	2	Administrative specialist and main contact for the office. Coordinates internal meetings, plans events, drafts correspondence and leads special events.	\$20,000	\$20,000	BA/BS with superior administrative, communication, organizational skills and practical experience.
Production Bakers	4	Skilled artisans in the full production from mixing, to forming and baking. Passionate about quality and customer service.	\$25,000	\$25,000	HS Diploma and/or BA/BS with practical technical experience in hospitality as well as, culinary arts.
Beverage Distributor	3	Merchandising and relationship management professional providing sales, and delivery of beverage products.	\$30,000	\$30,000	HS Diploma and/or BA/BS with work experience in the beverage distribution industry. Expert in client relationship management, sales and organizational skills.
Apple Repair Technicians	5	Senior level Apple Hardware Technical expert providing consultative diagnostic and repair of Apple Computers, Mobile and other peripheral devices	\$35,000	\$40,000	Associates Degree and/or BA/BS with emphasis in a technical software or hardware discipline. Minimum of two years hands on experience as part of a client service technical solutions team.
Software & Web Design Technicians	3	Skilled technical specialists who create, develop and implement applications appropriate to each phase of the software development life cycle.	\$49,000	\$68,000	Associates Degree and/or BA/BS with emphasis in a technical software or hardware discipline. Minimum of two years hands on experience as part of a software implementation or design and development team.
General Construction Laborers	6	Physical labor practitioner who prepares a job site by clearing away debris,	\$24,000	\$24,000	HS Diploma or practical work experience. Has physical strength, good hand to eye coordination, endurance and is cross-

		delivering materials, assisting more skilled specialists, and is qualified with a variety of general purpose and specialty tools.			functional, being skilled with a variety of tools and applications.
Construction Project Managers	2	Oversees an entire construction project by planning and coordinating all aspects of the process. This includes hiring staff, working with engineers, architects and vendors, reporting.	\$70,000	\$80,000	BA/BS or equivalent work experience. A highly organized professional, skilled in the construction trades through multiple disciplines. Is a pragmatic leader who can manage challenging timelines and a diverse team.
Construction Program Manager	1	Oversees an entire portfolio of construction projects by planning and coordinating all aspects of the process. This includes hiring staff, working with engineers, architects and vendors, reporting.	\$87,000	\$100,000	BA/BS or equivalent work experience. A highly organized professional, skilled in the construction trades through multiple disciplines. Is a pragmatic leader who can manage challenging timelines and a diverse team of both labor and skilled staff.
Project Administrators	2	Assists the project managers in oversight and administrative project functions including reporting, ordering supplies, planning, site visits and preparing financial reports.	\$26,000	\$35,000	HS or equivalent work experience. Skilled in project management, office and software tools for reporting, budgeting and monitoring. Excellent communication skills, is proactive in problem solving.
Office Manager	1	Maintains office services by organizing office operations and procedures; prepares payroll; correspondence; designs filing systems;  reviewing and approving supply requisitions; assigning and monitoring clerical functions. ... Maintains office staff by recruiting, selecting, orienting, and training employees.	\$36,000	\$36,000	BA/BS with skills in administration, human resources management, basic accounting, billing, correspondence and office productivity software.
Construction Foremen	2	Skilled construction tradesman who acts as a player/coach on a job site. Manages and counsels team members while participating directly in delivery of a construction project or portion of a project.	\$40,000	\$40,000	HS Diploma or equivalent work experience. Skilled in a broad cross-section of construction trades. Is considered a hands-on counsel within the team, physically participating in the project execution at least 50 percent of the time.
Bookkeeper	1	Develops system to account for financial transactions by establishing a chart of accounts; defining bookkeeping policies and procedures. Verifies, allocates, and posts transactions. Balances subsidiary accounts and reconciles entries.	\$35,000	\$40,000	HS Diploma or equivalent work experience. Skilled in office productivity tools and basic accounting software. Excellent attention to detail, is highly organized and collaborative with respect to management objectives and external reporting requirements.

## Management Background

### Abby & Robert Laughlin – Sandbox101, LLC:

Abby Laughlin has been a real estate professional for 35 years. She specializes in adaptive rehab and incremental development of small and mid-sized “Main Street” properties. Throughout her career, Ms. Laughlin has renovated and restored many 19<sup>th</sup> and 20<sup>th</sup> century vernacular properties in emerging neighborhoods.

Whether it’s a ubiquitous triple decker in Boston neighborhoods, a neoclassical revival in Washington DC or a Mid Century Modern of South Florida, Ms. Laughlin enjoys working with all these buildings.

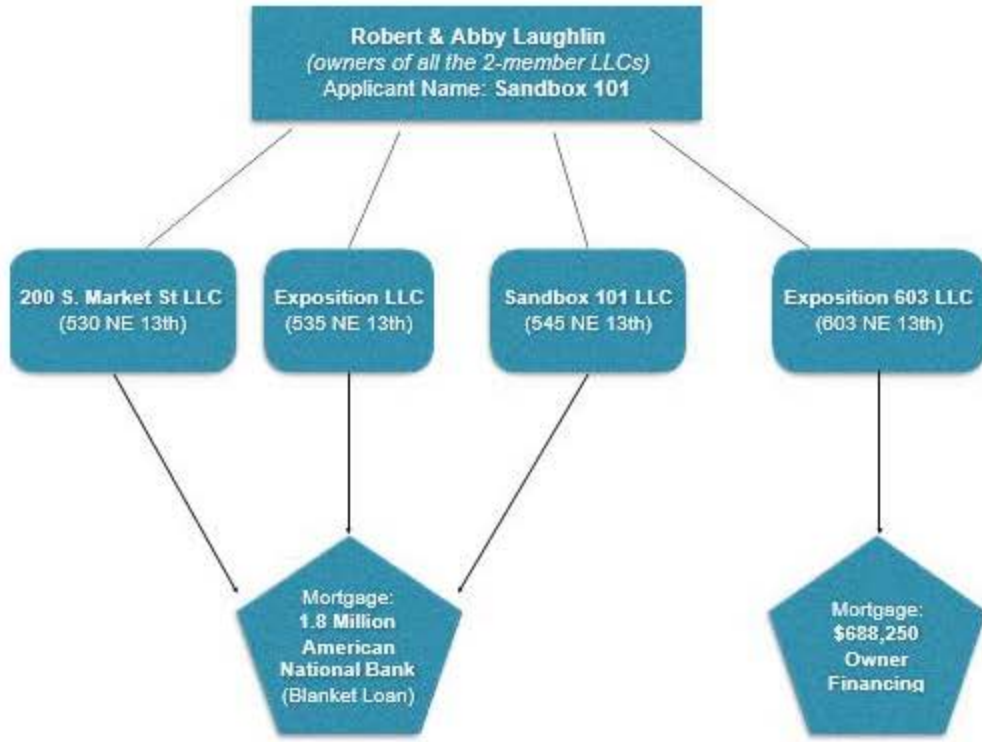
Abby looks for under-performing properties that can “jump start” a neighborhood. She strives to create spaces for small businesses that can integrate into neighborhoods, be inclusive and add jobs.

So far, Ms. Laughlin’s project on 13<sup>th</sup> Street has created over 15 construction jobs. She is on track for bringing on eight small businesses to the neighborhood, each employing four to five local employees.

Ms. Laughlin’s husband, Robert Laughlin is her life partner and her business partner in Sandbox101, LLC. He is the CEO of his privately-owned Software Company, Galaxy Systems. Galaxy Systems is a global access control system in the industrial security sector. He has been the visionary and lead executive of his company for over 45 years.



# Legal Structure



Tax ID Numbers:  
\* 200 South Market Street LLC, EIN# 81-4824222  
\*Exposition LLC, EIN# 46-1325100  
\*Sandbox101 LLC, EIN# 82-3944967  
\*Exposition 603 LLC, EIN# 82-4101561

# Articles of Incorporation

## Electronic Articles of Organization For Florida Limited Liability Company

L11000138513  
FILED 8:00 AM  
December 08, 2011  
Sec. Of State  
ncausseau

### Article I

The name of the Limited Liability Company is:  
SANDBOX101, LLC

### Article II

The street address of the principal office of the Limited Liability Company is:  
3326 NE 33RD ST  
FORT LAUDERDALE, . 33308

The mailing address of the Limited Liability Company is:  
3326 NE 33RD ST  
FORT LAUDERDALE, . 33308

### Article III

The purpose for which this Limited Liability Company is organized is:  
ANY AND ALL LAWFUL BUSINESS.

### Article IV

The name and Florida street address of the registered agent is:  
LARRY BLACKE  
3326 N# 33RD ST.  
FORT LAUDERDALE, FL. 33308

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

Registered Agent Signature: LARRY BLACKE

### Article V

The name and address of managing members/managers are:  
Title: MGR  
ABBY LAUGHLIN  
3326 NE 33RD ST.  
FORT LAUDERDALE, FL. 33308

Title: MGR  
ROBERT S LAUGHLIN  
3326 NE 33RD ST  
FORT LAUDERDALE, FL. 33308

L11000138513  
FILED 8:00 AM  
December 08, 2011  
Sec. Of State  
ncausseau

### Article VI

The effective date for this Limited Liability Company shall be:  
12/08/2011

Signature of member or an authorized representative of a member  
Electronic Signature: ABBY LAUGHLIN

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

# Warranty Deeds

----- 11260000 Page 1 of 2, RECEIVED 09/10/2017 08:07:37 PM  
Broward County Commission, Doc, D \$7000.00 Deputy Clerk ERECORD

John E. Aurelius, P.A.  
4367 N. Federal Hwy, #101  
Fort Lauderdale, Florida 33308

Parcel ID Number: 494 23 4-03-178 Q, 1960, 1770

## Warranty Deed

This indenture, made this 15th day of March, 2017, is between Timothy Neal Smith and Cindy L. Smith, husband and wife

of the County of Broward, State of Florida, grantors, and 200 Market Street, LLC, a Maryland limited liability company

whose address is: 7950 Simmons Road, Union IScidge, MD 21791

of the County of Carroll, State of Florida, grantee.

Witnesseth that the GRANTORS for and in consideration of the sum of TEN DOLLARS (\$10) and other good and valuable consideration to GRANTORS in hand paid by GAAP, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Broward, State of Florida to wit:

Parcel 1  
Lots 43 and 44, in Block 113 of PROGRESSO, according to the Plat thereof, recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, said property lying, being and situate in Broward County, Florida.

Parcel 2  
Lot 1, less the North 15 feet thereof, and all of Lots 2,3,4,5,6 and 7, in Block 113 of PROGRESSO, according to the Plat thereof, recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, said property lying, being and situate in Broward County, Florida.  
Folio No. #4942-34-03-1780, 4942-34-03-1770, 4942-34-03-1960,

Subject to zoning regulations and ordinances, limitations, all restrictions, and easements of record however, provided that this shall not serve to reimpose any of the foregoing which have been expired or been terminated, and real estate taxes for the year 2017,

Warranty Deed - Page 2

Doc ID N=5-r: 494234-03—1780,1960,1770

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in my presence:

[Signature]  
Printed Name: John E Aurelius  
Witness

[Signature] (Seal)  
Timothy Neal Smith  
P.O. Address: 1720 NE 9th Avenue on Lauderdale, FL 33305

[Signature]  
Printed Name: Mike Shaw  
Witness

[Signature] (Seal)  
Cindy L. Smith  
P.O. Address: 1720 NE 9th Avenue, Fort Lauderdale, FL 33305

STATE OF Florida  
COUNTY of Broward

The ~~instrument~~ was acknowledged before me this 20 day of March 2017 by  
Timothy Neal Smith and Cindy L. Smith, husband and wife

who are personally known to me or who have produced their Florida ~~Notary's~~ Identification.



[Signature]  
Printed Name: John E. Aurelius  
Notary Public  
My Commission Expires: 08/13/20

Prepared by: John E. Jucius  
2787 E. Oakland Park Blvd., #301  
Fort Lauderdale, Florida 33306  
Return to: Enterprise Title, Inc.  
100B1 Pines Blvd., Suite C  
Pembroke Pines, FL 33054

Parcel ID Number: 4942-35-03-0(ISO)

## P'arranty Deed

This Indenture, klatethis dayof lankan, 2018 a.D. BeDeven  
Timothy N. Smith and Cindy L. Smith, husband and wife

of the County of Broward, State of Florida, grantors, • d  
Sandbox101, LLC, a Florida limited liability company

JOE R. 10081 Pines Blvd., Suite C, Pembroke Pines, FL 33024

of the County of Broward, State of Florida, grantee.

Witnesseth that WHEREAS, and in consideration of the sum of  
-----TEN DOLLARS (\$10)----- DOLL,  
and other good and affable consideration to GRANTEES, in hand here by ME, the receipt whereof is hereby acknowledged have  
granted, conveyed and sold to the said GRATEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,  
#10081 Pines Blvd., Suite C, Pembroke Pines, Florida

Lot 6, Less the South 15 Feet thereof, H.C. Brock's Subdivision, according  
to the Plat thereof, as recorded in Plat Book 3, at Page 24, of the Public  
Records of Broward County, Florida.

Subject to zoning regulations and ordinances, limitations, restrictions,  
and easements of record however, provided that this shall not serve to  
reimpose any of the foregoing which have been expired or been terminated,  
and real estate taxes for the year 2018.




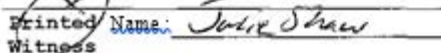
Warranty Deed - Page 2

Parcel ID Number: 4 9 4 2 — 3 S — 0 3 — 0 0 5 0

In Witness Whereof, the ~~parties~~ have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

  
Printed Name: Timothy N. Smith

  
Witness  
  
Printed Name: John E. Aurelius  
Witness


  
\_\_\_\_\_  
Timothy N. Smith  
P.O. Address 1730 NE 9th Avenue, Fort Lauderdale, FL 33305

  
\_\_\_\_\_  
Cindy L. Smith  
P.O. Address: 1720 NE 9th Avenue, Fort Lauderdale, FL 33305

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 30th day of January, 2018 by  
Timothy N. Smith and Cindy L. Smith, husband and wife

who are personally known to me or who have produced their Florida Driver's License as identification.

  
\_\_\_\_\_  
Printed Name: John E. Aurelius  
Notary Public  
My Commission Expires: 08/13/20



Ed. b.  
William C. Phillippi, President  
William C. Phillippi, P.A., Member  
Lubell and Rosen LLC  
200 S. Andrews Avenue, Suite 910  
Fort Lauderdale, FL 33301  
954-890-9500  
File Number: 32118-4 (603)  
Will Call ho.:

(Space Below This Line for Recording Data)

## Warranty Deed

This Warranty Deed made this 23rd day of January, 2018 between Jack Moroney, Inc., a Florida corporation, whose post office address is 730 Coconut Drive, Fort Lauderdale, FL 33315, grantor, and Exposition 6039 DEC Florida Inc ited liability company, whose post office address is 425 Bayshore Drive, 229, Fort Lauderdale, FL 33304, grantee:

(Whenever used herein the terms "grantor" and "grantee" include art the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and estates)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/ 100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, conveyed, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida to-wit:

Lots 4 and 0, less the South 15 feet thereof, of H.C. HROCK'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 3, Page 24, of the Public Records of Broward County, Florida

Parcel Identification Number: 494230-03-0040

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor lawfully seized of said land in fee simple, that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whatsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Nadine A. Flores  
Witness Name: Nadine A. Flores  
William C. Phillippi  
Witness Name: William C. Phillippi

Jack Moroney, Inc., Florida corporation

By: John F. Moroney, Jr.  
John F. Moroney, Jr., President

(Corporate Seal)

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 23rd day of January, 2018 by John E. Moroney, Jr., President of Jack Moroney, Inc., Florida corporation, on behalf of the corporation. He is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

William C. Phillippi  
Notary Public

Printed Name: William C. Phillippi

My Commission Expires: 11/1/19



Prepared by and return to:  
William C. Phillippi, President  
William C. Phillippi, P.A., Member  
Lubell and Rosen LLC  
200 S. Andrews Avenue, Suite 900  
Fort Lauderdale, FL 33301  
954-880-9800  
File Number: 3211S-d (535)  
Will Call No.:

\_\_\_\_\_ [Specify this Line for Recording Date] \_\_\_\_\_

## Warranty Deed

This Warranty Deed made this 1<sup>st</sup> day of January, 2018 between Jack Moroney, Inc., a Florida corporation whose post office address is 730 Coconut Drive, Fort Lauderdale, FL 33310, grantor, and Exposition LLC a Florida limited liability company whose post office address is 42a Bayshore Drive, #29, Fort Lauderdale, FL 33304, grantee.

(Wherever used herein the terms "person" and "party" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and residue of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida to-wit:

Lots 7 and 8, less the South 15 feet the reef, of H.C. BROCK'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 3, Page 24, of the Public Records of Broward County, Florida

Parcel Identification Number: 494235-03-0060

Together with all the tenements, accretions and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple Forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of any persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Nadine A. Flores  
Witness Name: Nadine A. Flores  
William C. Phillippi  
Witness Name: William C. Phillippi

Jack Moroney, Inc. Florida corporation  
By: John F. Moroney, Jr.  
John F. Moroney, Jr., President

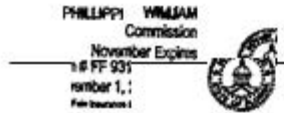
(Corporate Seal)

State of Florida  
County of Broward

the foregoing instrument was acknowledged before me this 04th day of January, 2018 by John F. Moroney, Jr., President of Jack Moroney, Inc., Florida corporation, on behalf\* of the corporation. He is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

William C. Phillippi  
Notary Public  
Printed Name: William C. Phillippi  
My Commission Expires: 11/1/19



# Executed Lease Agreements

## LEASE

EXPOSITION LLC, a Maryland  
limited liability company

And

RENZO GRACIE OF FT  
LAUDERDALE LLC, a Florida  
limited liability company



Property Address  
535 NE 13 Street, Unit 1  
Fort Lauderdale, FL 33304

a/k/a the west side of the building

**BUSINESS LEASE**

This LEASE (the "Lease") is made as of the 7 day of <sup>May</sup> ~~April~~, 2018 between Exposition LLC, a Maryland limited liability company (the "Landlord"), and Renzo Gracie of Ft. Lauderdale, LLC, a Florida limited liability company (the "Tenant").

In consideration of the mutual covenants and other good and valuable consideration set forth in this Lease, Landlord and Tenant agree to all of the following terms, conditions, rights, and obligations.

1. **Description of Property.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, approximately 3000 square feet of commercial space (the "Premises") located within the multi-tenant building (the "Building") located on the land located at **535 NE 13 Street, Fort Lauderdale, Unit 1, FL 33304** (the "Land"). The Land is more particularly described on **Exhibit C** attached hereto. The Premises, the Building, and the Land may be collectively herein referred to as the "Property".

2. **Term.** This Lease shall commence on **August 31, 2018** (the "Commencement Date"), and terminate on **March 1, 2022** (the "Expiration Date"). The period commencing on the Commencement Date and expiring on the Expiration Date shall be called herein the "Initial Term"; the Initial Term may be renewed as provided herein under Paragraph 3.

3. **Renewal Option.** Tenant may renew this Lease for up to two (2) periods of five (5) years each by delivering written notice to Landlord by either certified mail, return receipt requested, or recognized overnight delivery service at least ninety (90) days prior to expiration of the Initial term or the first renewal term, as applicable. Failure to provide written notice shall constitute Tenant's waiver of this option. The terms of this Lease shall remain the same. Should Tenant pay rent (as defined below) to Landlord after the 5<sup>th</sup> of a calendar month more than two times in any Lease year, this option shall be cancelled and void.

4. **Guarantors** Derik Reichenbach individually, and Juan Jose Rodriguez shall be liable, as Guarantors under all obligations of this Lease jointly and severally, pursuant to **Exhibit A**.

5. **Rent**

5.1 **Base Rent.** The aggregate amount of base rent payable by Tenant over the initial term shall be **\$261,881.00** (the "Base Rent") and shall be payable in monthly installments as set forth below:

<b>a. Period:</b>	<b>August 31, 2018 – August 30, 2019.</b>
	Annual Base Rent: \$72,000.00
	Monthly Installment of Annual: \$ 6,000.00
<b>b. Period:</b>	<b>August 31, 2019 – August 30, 2020</b>
	Annual Base Rent: \$74,160.00
	Monthly Installment of Annual: \$ 6,180.00

<b>c. Period:</b>	<b>August 31, 2020 – August 30, 2021</b>	
	Annual Base Rent:	\$76,385.00
	Monthly Instalment of Annual:	\$ 6,365.42
<b>d. Period:</b>	<b>August 31, 2021 – March 1, 2022</b>	
	Total Base Rent for Period:	\$39,336.00
	Monthly Instalment during Period:	\$ 6,556.00

5.2 Sales Tax. Tenant shall promptly pay rent plus sales tax to Landlord, in addition to all other amounts due to Landlord under the Lease.

5.3 CAM Charges.

5.3.1 In addition to Base Rent, Tenant shall pay to Landlord Tenant's pro-rata share of: (a) all applicable and reasonable operating costs incurred by Landlord in maintaining the common areas of the Property (the "CAM Charges") and (b) applicable sales and use taxes thereon. Tenant's pro-rata share for the CAM related to the entire building is fifty (50%) percent.

5.3.2 As of the date of full execution of this Lease, CAM is estimated to be \$3.54 per square foot per year (\$885 per month). The estimated operating budget attached hereto as Exhibit "D" (the "Operating Budget") details the Landlord's estimate of CAM at the time of full execution of the Lease by both parties. The Operating Budget includes the following operating expenses of the Property attributable to the Premises: real estate taxes, pest control, common area electric charges, exterior grounds maintenance, water, wastewater and sewer service, insurance, and general administration.

5.3.3 On or before April 1 of each calendar year, Landlord shall present to Tenant the actual operating expenses from the prior year. Landlord and Tenant shall adjust any overage or underpayment within six (60) days.

6. Parking. The Tenant acknowledges that the parking area located on the Premises is a common and non-exclusive. Landlord makes no representation as to the number of parking spaces that will be available for employees or patrons of Tenant and further acknowledges that there is a reciprocal parking agreement in place which permits the Tenants and patrons of Building 545 to share the common parking.

7. Rent, Late Charges and Security Deposit.

7.1 Payment of Rent. Base Rent, and Additional Rent (as defined in Paragraph 7.5 below) (together, the "Rent") shall be payable by Tenant to Landlord or to such other entity designated to Tenant in writing by Landlord, in equal monthly installments on or before the first day of each calendar month, in advance, without offset, deduction or counterclaim, in lawful money of the United States of America. Such payments shall be sent to Landlord's Address or to such other person and/or address as Landlord shall designate from time to time. Tenant shall promptly pay on the date due monthly installments of Rent to Landlord.



7.2 Late Charges. Any Rent payable by Tenant to Landlord under this Lease which is not received by Landlord within five (5) days after the same is due will be automatically subject to a late payment charge of five (5%) percent of the amount of the overdue Rent payment.

7.3 Security Deposit. Tenant agrees to deposit the Security Deposit in the amount of Six Thousand (\$6,000.00) Dollars with Landlord. The Security Deposit shall be retained by Landlord as security for the faithful performance and observance by Tenant of its obligations under this Lease, but not to be substituted as Rent when Rent is due. Except as may otherwise be required by applicable law, (a) Tenant shall not be entitled to any interest on the Security Deposit, (b) Landlord shall not be obligated to hold the Security Deposit in trust or in a separate account, and (c) Landlord shall have the right to commingle the Security Deposit with its other funds. If Tenant defaults under this Lease, Landlord may, but is not obligated to, apply the whole or any part of the Security Deposit to the extent required for the payment of any Rent or other sums payable under this Lease as to which Tenant is in default or on account of any sum which Landlord may expend or may be required to expend by reason of Tenant's default. If any portion of the Security Deposit is applied by Landlord for any such purpose, Tenant shall, within ten (10) days after demand is made by Landlord, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Unless Landlord claims against the Security Deposit, as set forth above, or pursuant to Florida Statutes, Chapter 83, Tenant shall be entitled to a refund of the Security Deposit after the time set forth in Florida Statutes, Chapter 83. If Landlord sells Property, Landlord may transfer the Security Deposit to the purchaser subject to the terms of this Lease, whereupon Landlord shall be released by Tenant from all liability for the return of the Security Deposit and Tenant shall look solely to the new Landlord for its return.

7.4 Abatement of Rent. Landlord shall abate the Base Rent for four months from the Commencement Date; however, Tenant shall be liable for sale tax on Base Rent, and CAM from Commencement Date.

7.5 Additional Rent. All payments due from Tenant to Landlord other than Base Rent shall be considered "Additional Rent". Additional Rent shall include applicable sales and use taxes and CAM Charges.

8. Sales Tax.

Tenant shall pay to Landlord all applicable amounts of the sales and use tax imposed by the State of Florida, and all government authorities, on Rent, Additional Rent, and other charges payable hereunder, as required by Florida law (the "Tax"). As of the date of execution of this Lease, the applicable Tax is 5.8%

9. Payments Due at Execution

Upon Execution of Lease. Upon execution of Lease, Tenant shall pay to Landlord the following amounts:

Fifth month of rent: (CAM)	\$6,000.00 plus \$348.00 (sales tax), and \$885.00
Security Deposit	\$6,000.00
Last Month's Rent	\$6,556.00
Total	\$19,789.00



10. **Possession.**

10.1 Condition of Premises.

Tenant agrees that Tenant is familiar with the condition of the Premises, and Tenant hereby accepts the foregoing on an "AS-IS," "WHERE-IS" basis except as otherwise set forth in this Lease and as expressly delineated in Article 9.2 below. Tenant acknowledges that Landlord has not made any representation as to the condition of the foregoing or the suitability of the foregoing for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of the foregoing. Landlord shall not be obligated to make any repairs, replacements or improvements (whether structural or otherwise) of any kind or nature to the foregoing in connection with, or in consideration of, this Lease, except as set forth herein.

10.2 Landlord Build Out. The Landlord will, prior to the Commencement Date, perform the following renovations or work on the Premises:

- a. remove all existing carpeting in the Premises;
- b. erect a demising wall between Unit 1 and Unit 2;
- c. remove all ceiling tile and spray the ceiling; and
- d. install asphalt paving on the Land behind the Premises as shown on Exhibit "E"

10.3 Landlord's Improvements or repairs. Thereafter, the Landlord shall have no obligation to make any repairs, alterations or additions to the Property except for (a) exterior structural components of the Building (including roof, walls, foundation but not exterior or interior windows) and (b) utility service lines serving the Premises (including water, wastewater, electric, and natural gas) up to the point of entry of such lines into the Premises.

10.4 Air-conditioning, Plumbing, Electrical systems. Tenant shall be responsible for maintenance of air-conditioning, plumbing and electrical systems located within and serving only the Premises. Tenant may not install plumbing, or electrical systems without Landlord's prior written permission, which shall not be withheld unreasonably. Tenant will obtain all municipal permits prior to installing any improvements.

11. **Use: Compliance With Law.**

11.1 Permitted Use. The Premises shall be used only for a martial arts academy, but for no other purpose without written consent from Landlord. .2 No Nuisance. Tenant shall not allow, suffer or permit the Premises or any use thereof to constitute a nuisance.

11.3 Compliance with Laws and Association Rules. Tenant, at Tenant's expense, shall comply with and cause all of the Tenant's guests, employees and invitees to comply with (i) all applicable laws, ordinances, rules and regulations of governmental, quasi-governmental authorities ("Laws"), and (ii) all recorded covenants, conditions, easements and



restrictions applicable to the Premises (as shown on Exhibit "B," which will be referred to as "Permitted Exceptions" or the use or occupancy thereof including the Reciprocal Party Agreement Without limiting the generality of the foregoing, Tenant shall comply with the requirements of (a) the Occupational Safety and Health Act (and all regulations promulgated thereunder), and (b) the Americans with Disabilities Act ("ADA") (and all regulations promulgated thereunder), as the same may be amended from time to time. The foregoing obligation of Tenant shall not however permit Tenant to make, without Landlord's prior written approval, any alterations to the Premises which otherwise would require Landlord's approval under this Lease, and Tenant shall comply with all of the requirements of this Lease in making any such alterations

## 12. Hazardous Substances.

12.1 Definitions. "Hazardous Substance" shall mean any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority having jurisdiction. The term "Hazardous Substance" includes, without limitation, any material or substance which is (i) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (ii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), (iii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601), (iv) petroleum or (v) asbestos or asbestos-containing materials.

12.2 Compliance with Law. Tenant shall conduct, and cause to be conducted, all operations and activity at the Premises in compliance with, and in all other respects shall comply with, all applicable present and future federal, state, municipal and other governmental statutes, ordinances, regulations, orders, directives and other requirements, and all present and future requirements of common law, concerning the protection of public health, safety or the environment (collectively "Environmental Statutes"), including, but not limited to, the disposal of chemicals.

12.3 Permits. Tenant, in a timely manner, shall, to the extent required due to Tenant's use of the Premises or arising out of Tenant's actions at the Property, obtain and maintain in full force and effect all permits, licenses, and approvals, and shall make and file all notifications and registrations as required by law. Tenant shall at all times comply with the conditions of any such permits, licenses, approvals, zoning, notifications, and registrations.

12.4 Inspection. Upon not less than twenty-four (24) hours' prior written notice (except in case of an emergency in which event Landlord shall provide such written notice as Landlord is able to under the circumstances), Tenant agrees to permit Landlord and its authorized representatives to enter, inspect and assess the Premises at reasonable times for the purpose of determining Tenant's compliance with the provisions of this Section 12.

12.5 Indemnification. Notwithstanding any other provision in this Lease to the contrary, Tenant hereby agrees to indemnify and to hold harmless Landlord and its officers, directors, shareholders, partners and principals of, from and against any and all expense, loss, cost, claim, damage, penalty, fine, or liability of any kind or nature suffered by Landlord by reason of the presence or release of Hazardous Substances at or from the Premises or the Property, or any violation of Environmental Statutes by the Premises or the Property, but only to the extent that such presence or release or violation results (a) from the acts or omissions of Tenant or (b) from Tenant's breach of any of the provisions of Section 12.2, including, without





limitation, any and all commercially reasonable expenses that Landlord may incur with respect to: (A) complying with any Environmental Statutes, (B) monitoring, studying, assessing, containing, removing, remedying, mitigating, or otherwise responding to the presence due to release by Tenant of any Hazardous Substance at or from the Premises or the Property, (C) any and all costs for which Landlord may be liable to any governmental agency for monitoring, studying, assessing, containing, removing, remedying, mitigating, or otherwise responding to the presence due to release by Tenant of any Hazardous Substance at or from the Premises or the Property, (D) any and all fines or penalties assessed upon Landlord by reason of a failure of Tenant to comply with any obligations, covenants or conditions set forth in this Section, and (E) any and all reasonable legal fees and costs incurred by Landlord in connection with any of the foregoing. Tenant's obligations under this Section shall survive the expiration or earlier termination of the Term of this Lease. Notwithstanding anything to the contrary in this Lease, Tenant shall have no liability to Landlord with respect to Hazardous Substances present at the Property due to any cause other than acts or omissions or breach of the Lease by Tenant, its agents, invitees and guests, as specified in this Section.

13. **Signage.** Tenant, at Tenant's sole cost and expense, may install signage on the Building subject to Landlord's written approval, which may not be unreasonably withheld. All such signage must comply with applicable laws, ordinances, rules and regulations, and the requirements of any declaration of protective covenants or comparable instrument binding upon the Property. All signage shall be removed by Tenant at its sole cost on, or prior to, the expiration or sooner termination of this Lease. Tenant shall repair all damage resulting from such removal. In addition, Tenant will have permission to paint or hang a "Coming Soon" banner on west wall of Building commencing June 1, 2018. The Landlord makes no representation regarding the signage or banner on the east wall of the Building which may be negotiated subject to approval of the east side tenant.

14.1 **Landlord's consent.** Tenant shall not make or allow to be made any alterations, additions or improvements in or to the Premises (collectively, "Alterations") without first obtaining Landlord's written consent based on detailed plans and specifications submitted by Tenant, which consent shall not be withheld unreasonably. None of Tenant's Alterations shall adversely affect any Building Systems or the structural integrity of the Building.

14.2 **Permits.** Tenant shall obtain all applicable permits for all work that Tenant performs on the Premises.

14.3 **Workmanlike Manner.** Tenant agrees that all such work (regardless of whether Landlord's consent is required) shall be done at Tenant's sole cost and expense, in accordance with the plans and specifications approved by Landlord and in a good and workmanlike manner that the structural integrity of the Building shall not be impaired.

14.4 **Removal of Property.** Unless otherwise elected by Landlord as hereinafter provided, all Alterations made by Tenant shall become the property of Landlord and shall be surrendered to Landlord upon the expiration or earlier termination of this Lease, except as otherwise set forth in this Lease.

15. **Repairs and Other Work.**



15.1 Tenant Obligations.

15.1.1 Tenant shall maintain in good, clean and sanitary order and condition the Premises, including without limiting the generality of the foregoing, all heating, air conditioning, and ventilating systems ("HVAC Systems"), plumbing, electrical, lighting facilities and equipment within the Premises, fixtures, interior walls, ceilings, decking, floors, windows, doors, plate glass and skylights located within the Premises, and signs (except Landlord's signs, if any) located on the Premises. Tenant shall enter into a preventative maintenance contract ("HVAC Maintenance Contract") for the HVAC Systems on terms and with a provider reasonably acceptable to Landlord, which contract shall call for quarterly maintenance, inspection and repair of such HVAC Systems. Tenant shall be responsible for the performance of any and all required repairs and replacements.

15.1.2 Tenant will not overload the electrical wiring serving the Premises or within the Premises, and will install at its expense, subject to the provisions of this Lease, any additional electrical wiring which may be required in connection with Tenant's use of the Premises.

15.1.3 Tenant will repair, at its expense, any damage to the Premises, or to the Property, arising out of Tenant's use or occupancy thereof, including damage caused by bringing into the Premises any property for Tenant's use or by the installation or removal of such property, all regardless of fault, or by whom such damage shall be caused, unless caused by Landlord, its agents, employees, or contractors.

15.1.4 If Tenant fails to perform Tenant's obligations under this Section 15, Landlord may enter upon the Premises after ten (10) days' prior written notice to Tenant (except in the event of an emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf, and put the Premises in good order, condition and repair, and Tenant shall promptly pay to Landlord for all costs and damages incurred within ten (10) days of written demand by Landlord, after which interest shall accrue thereon at ten (10%) per cent.

15.2 Conditions Applicable to Repairs and Other Work. All repairs, replacements and reconstruction (including, without limitation, all Alterations) made by or on behalf of Tenant shall be made and performed: (a) at Tenant's cost and expense and at such times and in such manner as Landlord may reasonably designate, (b) by contractors or mechanics reasonably approved by Landlord, (c) at least equal in quality of materials and workmanship to the original work or installation, (d) in accordance with such commercially reasonable requirements as Landlord may impose with respect to insurance to be obtained by Tenant in connection with the proposed work, (e) in accordance with all applicable laws and regulations of governmental authorities having jurisdiction over the Premises, and (f) Tenant shall provide Landlord with as-built drawings of such Alterations.

15.3 Landlord's and Tenant's Obligations. Landlord shall be responsible for the performance of all repairs, maintenance and replacement of all structural elements, roof and exterior walls of the Building, excluding windows. Should Tenant cause damage to any portion of the Property, Tenant shall reimburse Landlord for all reasonable costs paid or incurred by Landlord for such work upon demand as Additional Rent.



16. Liens. Tenant shall keep the Premises and the Property free from any liens arising out of any work performed or material furnished to or for the Premises by or for Tenant. If Tenant shall not, within ten (10) days following notice of the imposition of any such lien, cause same to be released of record by payment or posting of a bond satisfactory to Landlord, Landlord, in addition to all other remedies provided under this Lease and by law, shall have the right (but not the obligation) to cause the lien to be released by such means as Landlord shall deem proper, including, without limitation, payment of the claim giving rise to such lien. All such sums reasonably paid by Landlord and all expenses incurred by it in connection therewith shall be considered Additional Rent and shall be payable by Tenant within ten (10) days after receipt of written demand, together with interest at the highest legal rate. Tenant shall indemnify, defend and hold harmless Landlord and its agents, employees and contractors from and against any damages, losses or costs arising out of any such claim and from any liens or encumbrances arising from any work performed by Tenant or on behalf of Tenant in the Premises or the Property. Tenant's indemnification of Landlord contained in this Paragraph shall survive the expiration or earlier termination of this Lease. All of the aforesaid rights of Landlord shall be in addition to any remedies which either Landlord or Tenant may have available to them at law or in equity. Notwithstanding anything in this Lease to the contrary, Tenant is not authorized to act for or on behalf of Landlord as Landlord's agent or otherwise, for any purposes of constructing improvements, additions or alterations to the Premises. In entering into contracts for tenant improvements or repairs, Tenant shall include the following language:

17. THE INTEREST OF THE LANDLORD UNDER THE LEASE SHALL NOT BE SUBJECT TO OR LIABLE FOR ANY LIENS OR ENCUMBRANCES INCURRED BY TENANT OR TENANT'S AGENTS.  
Subordination.

17.1 This Lease shall be subject and subordinate to all mortgages encumbering the Property, and Tenant shall attorn to and become the Tenant of the successor in interest to Landlord at the option of such successor in interest. The provisions of this Section shall be self-operative and no further instrument shall be required to effect the provisions of this Section.

17.2 If any mortgage is foreclosed, or Landlord's interest under this Lease is conveyed or transferred in lieu of foreclosure; neither the mortgagee nor any person or entity acquiring title to the Property as a result of foreclosure or trustee's sale, nor any successor or assign of either of the foregoing, shall be (i) liable for any default by Landlord, (ii) bound by or liable for any payment of Rent which may have been made more than thirty (30) days before the due date of such installment (iii) subject to any defense or offset which Tenant may have to the payment of Rent or other performance under this Lease arising from any default by Landlord, or (iv) bound by any amendment or modification to this Lease made without the consent of such mortgagee if such mortgagee's consent thereto is required.

17.3 Within ten (10) days following request by Landlord, Tenant agrees to execute any documents reasonably required to effectuate the foregoing subordination or such other reasonable and customary SNDA submitted by Landlord to Tenant, which documents may contain such other terms as any mortgagee or prospective





mortgagee may reasonably require, or to make this Lease prior to the lien of any mortgage, deed of trust or underlying Lease, as the case may be. Should Tenant refuse, Tenant hereby appoints Landlord to execute such SNDA on Tenant's behalf.

17.4 Tenant agrees to simultaneously give to any party holding a mortgage encumbering the Building, by registered or certified mail, a copy of any notice of default served upon Landlord provided Tenant has been notified in writing of the names and addresses of such mortgagee(s) and such parties shall have the same cure rights as Landlord has under this Lease.

18. Inability to Perform. If, by reason of acts of God, governmental restrictions, strikes, labor disturbances, shortages of materials or supplies, actions or inactions of governmental authorities or any other cause or event beyond Landlord's or Tenant's reasonable control (collectively, "Force Majeure Events"), Landlord is unable to furnish or is delayed in furnishing any utility or service required to be furnished, Tenant shall not have any right of offset, deduction or abatement of Rent by reason of inconvenience or annoyance to such other party, or otherwise. The terms of this Section 18 shall not be applicable to or excuse any failing on the part of Tenant to satisfy Tenant's obligations to pay Rent or other required payments to Landlord.

#### 19. Destruction.

19.1 Repair. Subject to the provisions of Section 19, if any portion of the Building is damaged by fire, earthquake, flood or other casualty, Landlord shall proceed immediately to make such repairs in accordance with Section 19.4.

19.2 Tenant's Right to Terminate. If (i) such damage causes more than fifty percent (50%) of the Premises to be untenantable by Tenant and, (ii) in the reasonable estimate of an independent architect or contractor (the "Damage Estimate"), such damage cannot be repaired within six (6) months after the date of the event causing such damage and (iii) such casualty was not caused by the Tenant (a "Tenant Casualty"), then Tenant may terminate this Lease by delivery of written notice to Landlord within thirty (30) days after the date on which the Damage Estimate is delivered to Tenant by Landlord. In the event of a termination pursuant to this Section, the termination shall be effective as of the date upon which Landlord received timely notice from Tenant terminating the Lease. Upon termination, Rent shall be apportioned as of the date of the damage and, provided Tenant is not in default, all prepaid Rent shall be repaid to Tenant. Landlord agrees to provide Tenant with such estimate within thirty (30) days after Landlord has received written notice of such casualty.

19.3 Landlord's Right to Terminate. If Landlord determines, in its sole discretion, that Landlord will not repair the premises, Landlord shall notify Tenant within thirty (30) days of the casualty, and this Lease shall be terminated. Tenant shall cooperate with Landlord during the construction. Rent shall be apportioned as of the date of the damage and, provided Tenant is not in default, all prepaid Rent shall be repaid to Tenant.

19.4 Landlord's Repairs. If Landlord determines to repair the Premises, Landlord shall make the repairs in a timely and workmanlike manner, however, Tenant shall have no right to require the completion of any repairs by any date certain. However, if Landlord cannot complete the repairs within 6 months of undertaking such repair, Tenant



may deliver written termination notice to Landlord, specifying that the Lease shall terminate on the date that is 30 days following delivery of such notice. If Landlord completes the repairs prior to the date of termination, the Lease shall not terminate, but shall continue in full force and effect.

19.5 Adjustment of Rent. If a casualty renders all or part of the Premises untenable. Rent shall proportionately abate commencing on the date of the casualty and ending when the Premises are delivered to Tenant with Landlord's restoration obligation substantially complete. The extent of the abatement shall be based upon the portion of the Premises rendered untenable, inaccessible or unfit for use in a reasonable business manner for the purposes stated in this Lease.

19.6 Waiver of Subrogation. Tenant waives subrogation against Landlord and any mortgagee under all circumstances.

## 20. Insurance.

20.1 Insurance on Tenant's Property. Tenant shall procure at its cost and expense and keep in effect during the Term insurance coverage for all risks of physical loss or damage insuring the full replacement value of Alterations, Tenant's trade fixtures, furnishings, equipment, plate glass, signs and all other items of Tenant-owned personal property. Landlord shall not be liable for any damage or damages of any nature whatsoever to persons or property caused by explosion, fire, theft or breakage, vandalism, falling plaster, by sprinkler, drainage or plumbing systems or air conditioning equipment, by the interruption of any public utility or service, by steam, gas, electricity, water, rain or other substances leaking, issuing or flowing into any part of the Premises by natural occurrence, acts of the public enemy, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or by anything done or omitted to be done by any Tenant, occupant or person in the Building, it being agreed that Tenant shall be responsible for obtaining appropriate insurance to protect its interests. Notwithstanding the foregoing, Landlord may be liable for damages upon proof of gross negligence.

20.2 Tenant's Liability Insurance. Tenant shall procure at its cost and expense and maintain throughout the Term commercial general liability insurance applicable to the Premises with a minimum combined single limit of liability of One Million Dollars (\$1,000,000.00), statutory worker's compensation insurance, and employer's liability insurance with a One Million Dollars (\$1,000,000.00) minimum limit covering all of Tenant's employees. Such liability insurance shall include, without limitation, products and completed operations liability insurance, fire and legal liability insurance, and such other coverage as Landlord may reasonably require from time to time. At Landlord's request Tenant shall increase such insurance coverage to a level that is commercially reasonable as may be required by Landlord.

20.3 Workers Compensation. Tenant shall maintain Worker's Compensation insurance for full coverage as required by State of Florida.

20.4 Form of Policies. Tenant's insurance shall be issued by companies authorized to do business in the State of Florida. Tenant shall have the right to provide insurance coverage pursuant to blanket policies obtained by Tenant if the blanket policies expressly afford coverage required by this Section 20. All insurance policies required to be carried by Tenant under this Lease (except for worker's compensation insurance) shall (i) name Landlord, and any other reasonable number of parties designated by Landlord as additional insureds, (ii) as to

liability coverages, be written on an "occurrence" basis, (iii) provide that Landlord shall receive thirty (30) days' notice from the insurer before any cancellation or change in coverage, and (iv) contain a provision that no act or omission of Tenant shall affect or limit the obligation of the insurer to pay the amount of any loss sustained. Each such policy shall contain a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord. Tenant shall deliver reasonably satisfactory evidence of such insurance to Landlord on or before the date Tenant first enters or occupies the Premises, and thereafter at least thirty (30) days before the expiration dates of expiring policies. Notwithstanding the foregoing, if any such insurance expires without having been renewed by Tenant, Landlord shall have the option, in addition to Landlord's other remedies to procure such insurance for the account of Tenant immediately and without notice to Tenant, and the cost thereof shall be paid to Landlord as Additional Rent. The limits of the insurance required under this Lease shall not limit liability of Tenant.

20.5 Compliance with Insurance Requirements. Tenant shall not do anything, or suffer or permit anything to be done, in or about the Premises that shall invalidate or be in conflict with the provisions of any fire or other insurance policies covering the Building. Tenant, at Tenant's expense, shall comply with, and shall cause all occupants of the Premises to comply with, all applicable customary rules, orders, regulations or requirements of any board of fire underwriters or other similar body.

21. Eminent Domain.

21.1 Effect of Taking. If all of the Premises is condemned or taken in any permanent manner before or during the Term for any public or quasi-public use, or any permanent transfer of the Premises is made in avoidance of an exercise of the power of eminent domain (each of which events shall be referred to as a "taking"), this Lease shall automatically terminate as of the date of the vesting of title as a result of such taking. If a part of the Premises is so taken, this Lease shall automatically terminate as to the portion of the Premises so taken as of the date of the vesting of title as a result of such taking. If such portion of the Property is taken as to render the balance of the Premises unusable by Tenant for the Permitted Use, as reasonably determined by Tenant, this Lease may be terminated. Tenant, as of the date of the vesting of title as a result of such taking, by Tenant's written notice to the Landlord given within sixty (60) days following notice to Landlord of the date on which said vesting will occur. If this Lease is not terminated as a result of any taking, Landlord shall restore the Building to an architecturally whole unit; provided, however, that Landlord shall not be obligated to expend on such restoration more than the amount of condemnation proceeds actually received by Landlord.

21.2 Award. Landlord shall be entitled to the entire award for any taking, including, without limitation, any award made for the value of the Leasehold estate created by this Lease. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award that may be made in any taking, together with any and all rights of Tenant now or hereafter arising in or to such award or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any separate award made to Tenant for its relocation expenses, the taking of personal property and fixtures belonging to Tenant, the unamortized value of improvements made or paid for by Tenant or the interruption of or damage to Tenant's business.

21.3 Adjustment of Rent. In the event of a partial taking that does not result in a termination of this Lease as to the entire Premises, Base Rent and Additional Rent shall be equitably adjusted in relation to the portions of the Premises and Building taken or rendered unusable by such taking.





21.4 Temporary Taking. If all or any portion of the Premises is taken for a limited period of time before or during the Term, this Lease shall remain in full force and effect; provided, however, that Rent shall abate during such limited period in proportion to the portion of the Premises taken by such taking. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any separate award made to Tenant for its relocation expenses, the taking of personal property and fixtures belonging to Tenant, the unamortized value of improvements made or paid for by Tenant or the interruption of or damage to Tenant's business. Any temporary taking of all or a portion of the Premises which continues for six (6) months shall be deemed a permanent taking of the Premises or such portion.

22. Assignment; Subleasing. No portion of the Property shall be leased, nor shall this Lease be assigned by Tenant without the express written consent from Landlord, upon such commercially reasonable terms as Landlord in its reasonable discretion deems appropriate, except to wholly-owned parent or subsidiary of Tenant (and further provided use of premises remains the same)

23. Utilities.

23.1 Electric. Electric to the Premises is separately metered and all electric must be in the name of Tenant. Tenant shall pay the utilities directly to the providing utility company.

23.2 Water and Sewer. Water and Sewer are commonly metered and will be included in the CAM Charges according to Exhibit "D."

23.3 Certain Services. Tenant shall contract separately for the provision, at Tenant's sole cost, of janitorial service and trash removal for the Premises and Landlord will have no obligation to provide any such services to the Premises.

23.4 Involuntary Cessation of Services. Landlord reserves the right, without any liability to Tenant and without affecting Tenant's covenants and obligations hereunder, to stop service of any or all of the HVAC Systems, electric, sanitary, and other systems serving the Premises, or to stop any other services required by Landlord under this Lease, whenever and for so long as may be necessary by reason of (i) accidents, emergencies, strikes, or the making of repairs or changes which Landlord, in good faith, deems necessary or (ii) any other cause beyond Landlord's reasonable control. No such interruption of service shall be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease, including, but not limited to, the obligation to pay Rent; provided, however, that if any interruption of services persists for a period in excess of five (5) consecutive business days Tenant shall, as Tenant's sole remedy, be entitled to a proportionate abatement of Rent to the extent, if any, of any actual loss of use of the Premises by Tenant.



24. Default.

24 Events of Default by Tenant.

24.1 Should Tenant default in the payment of rent, Landlord shall be entitled to proceed immediately to evict Tenant and retake possession, pursuant this Lease and Florida Statutes Chapter 83.

24.1.1 Except as otherwise provided in this Lease, the failure to perform or honor any covenant, condition or other obligation of Tenant or the failure of any representation made by Tenant under this Lease shall constitute a default by Tenant upon expiration of the applicable grace period.

24.1.2 Except for the payment of Rent, which is due on the first day of the month, Tenant shall have a period of seven (7) days from the date it receives written notice from Landlord that any payment under this Lease is due within which to cure any default in the payment of payment. Except as otherwise provided in this Section, Tenant shall have a period of thirty (30) days from the date of written notice from Landlord within which to cure any other default under this Lease.

24.2 Remedies. Upon the occurrence of a default by Tenant that is not cured by Tenant within the applicable grace periods specified in Section 24.1.2, Landlord shall have all of the following rights and remedies in addition to all other rights and remedies available to Landlord at law or in equity:

24.2.1 The right to terminate Tenant's right to possession of the Premises and to recover (i) all Rent which shall have accrued and remain unpaid through the date of termination; plus (ii) the entire balance of Base Rent, and Additional Rent, and obligations due under this Lease for the remainder of the Term plus (iii) any other amount necessary to compensate Landlord for all the damages caused by Tenant's failure to perform its obligations under this Lease (including, without limitation, reasonable attorneys' and accountants' fees, costs of alterations of the Premises, interest costs and brokers' fees incurred upon any reletting of the Premises).

24.2.2 The right to continue the Lease in effect after Tenant's breach and recover Rent as it becomes due. Acts of maintenance or preservation, efforts to relet the Premises or the appointment of a receiver upon Landlord's initiative to protect its interest under this Lease shall not of themselves constitute a termination of Tenant's right to possession.

24.2.3 The right and power to enter the Premises and remove therefrom all persons and property, to store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant, and to sell such property and apply the proceeds therefrom pursuant to applicable law. In such event, Landlord may from time to time sublet the Premises or any part thereof for such term or terms (which may extend beyond the Term) and at such rent and such other terms as Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs to the Premises. Upon



each such subletting, rents received from such subletting shall be applied by Landlord, first, to payment of any costs of such subletting (including, without limitation, reasonable attorneys' and accountants' fees, costs of alterations of the Premises, interest costs, and brokers' fees) and of any such alterations and repairs; second, to payment of Base Rent and Additional Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Rent as same becomes due. If any rental or other charges due under such sublease shall not be promptly paid to Landlord by the Tenant, or if such rentals received from such subletting during any month are less than Base Rent and Additional Rent to be paid during that month by Tenant, Tenant shall pay any such deficiency to Landlord the costs of such subletting (including, without limitation, attorneys' and accountants' fees, costs of alterations of the Premises, interest costs and brokers' fees), and any other amounts due Landlord under this Section 24.2. Such deficiency shall be calculated and paid monthly. No taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant. Landlord's subletting the Premises without termination shall not constitute a waiver of Landlord's right to elect to terminate this Lease for such previous breach.

24.2.4 Landlord has the right to specific performance of any or all of Tenant's obligations under this Lease, and to damages for delay in or failure of such performance.

24.3 Remedies Cumulative. The exercise of any remedy provided by law or the provisions of this Lease shall not exclude any other remedies unless they are expressly excluded by this Lease. Tenant hereby waives any right of redemption or relief from forfeiture following termination of, or exercise of any remedy by Landlord with respect to, this Lease.

24.4 Default by Landlord. Should Tenant allege a breach by Landlord under any term of this Lease, Tenant must notify Landlord in writing of the alleged breach, and provide Landlord reasonable time to cure the alleged breach, which shall not be less than thirty (30) days. Nothing contained in this Section shall excuse Tenant from performing all of its obligations under this Lease, including payment of Rent and all other monies due. Should more than thirty (30) days be reasonably required for cure, then Landlord shall be entitled to additional time provided that Landlord commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

24.4 Limitation of Landlord's Liability. None of Landlord's covenants, undertakings or agreements under this Lease is made or intended as personal covenants, undertakings or agreements by Landlord, or by any of Landlord's shareholders, directors, officers, trustees or constituent partners. All liability for damage or breach or nonperformance by Landlord shall be collectible only out of Landlord's interest from time to time in the Property, and no personal liability is assumed by nor at any time may be asserted against Landlord or any of Landlord's shareholders, directors, officers, trustees or constituent partners; provided, however, that notwithstanding anything to the contrary set forth herein, in no event shall Landlord be liable for punitive, consequential, special, incidental or indirect damages.

24.5 Transfer of Landlord's interest. Upon transfer of Landlord's interest in the Property, the transferor shall be relieved of all covenants and obligations of Landlord arising under this Lease from and after the closing of such sale, conveyance or transfer, provided the transferee assumes in writing the obligations of Landlord under this Lease from and after the date of transfer.

25. Insolvency or Bankruptcy. The occurrence of any of the following shall, at Landlord's option, constitute a breach of this Lease by Tenant: (i) the appointment of a receiver to take possession of all or substantially all of the assets of Tenant, any Guarantor or the





Premises, (ii) an assignment by Tenant or any Guarantor for the benefit of creditors, (iii) any action taken or suffered by Tenant or any Guarantor under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted, (iv) the filing of any voluntary petition in bankruptcy by Tenant or any Guarantor, or the filing of any involuntary petition by creditors of Tenant or any Guarantor, which involuntary petition remains undischarged for a period of ninety (90) days, (v) the attachment, execution or other judicial seizure of all or substantially all of the assets of Tenant or any Guarantor or the Premises, if such attachment or other seizure remains undismissed or undischarged for a period of sixty (60) days after the levy thereof, (vi) the admission of Tenant or any Guarantor in writing of its inability to pay its debts as they become due, (vii) the filing by Tenant or any Guarantor of any answer admitting or failing timely to contest a material allegation of a petition filed against Tenant in any proceeding seeking reorganization, arrangement, composition, readjustment, liquidation or dissolution of Tenant or similar relief, (viii) if within sixty (60) days after the commencement of any proceeding against Tenant or any Guarantor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or (ix) the occurrence of any of the foregoing with respect to any guarantor of Tenant's obligations under this Lease. Upon the occurrence of any such event or at any time thereafter, Landlord may elect to exercise any of its remedies under Section 25 above or any other remedy available at law or in equity. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges under this Lease be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings. If, upon the occurrence of any of the events enumerated above, under applicable law Tenant or the trustee in bankruptcy has the right to affirm this Lease and continue to perform the obligations of Tenant under this Lease, Tenant or such trustee, in such time period as may be permitted by the bankruptcy court having jurisdiction, shall cure all defaults of Tenant outstanding under this Lease as of the date of the affirmation of this Lease and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligations under this Lease. Notwithstanding the provisions of Section 25.1, there shall be no cure periods for any breach or default under this Section 24 except as expressly provided in this Section 25.

## **26. Fees and Expenses, Indemnity, Payment.**

26.1 Landlord's Right to Remedy Defaults. If Tenant shall default in the performance of any of its obligations under this Lease after notice and expiration of the applicable cure period, Landlord, at any time thereafter and without additional notice, may remedy such default for Tenant's account and at Tenant's reasonable expense, without waiving any other rights or remedies of Landlord with respect to such default. Notwithstanding the foregoing, Landlord shall have the right to cure any failure by Tenant to perform any of its obligations under this Lease without notice to Tenant if such failure results in an immediate threat to life or safety of any person. Notwithstanding anything contained in this Lease, Landlord shall not be liable for, and there shall be no abatement of Rent with respect to, any injury to or interference with Tenant's business arising from the exercise by Landlord of its rights under this Section 26.1.

26.2 Indemnity. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, losses, costs, liabilities, damages and expenses including, without limitation, penalties, fines and reasonable attorneys' fees, to the extent incurred in connection with or arising from the use or occupancy or manner of use or occupancy of the



Premises or any injury or damage caused by Tenant, its agents, invitees, guests, or any person occupying the Premises through Tenant.

The terms of this Section 26.2 shall survive the expiration or sooner termination of this Lease.

26.3 Interest on Past Due Obligations. Unless otherwise specifically provided herein, any amount due from Tenant to Landlord under this Lease which is not paid within ten (10) days after written notice from Landlord shall bear interest from the due date until paid at the rate of 10% per annum.

**27. Access to Premises.**

27.1 Subject to the rules and regulations of the Lease and state and municipal laws, and the terms of the Lease, Tenant shall have access to the premises 24 hours per day, 365 days per year.

27.2 Landlord reserves for itself and its agents, employees and independent contractors the right to enter the Premises upon at least twenty-four (24) hours' advance written notice to inspect the Premises, to make emergency repairs, to supply any service to be provided by Landlord to Tenant its obligations under this Lease, and to alter, improve or repair the Premises or any other portion of the Property. Landlord's right to enter the Premises shall include the right to grant reasonable access to the Premises to governmental or utility employees. Landlord may erect, use and maintain scaffolding, pipes, conduits and other necessary structures in and through the Premises or any other portion of the Building where reasonably required by the character of the work to be performed in making repairs or improvements, provided that the entrance to the Premises shall not be blocked or access interfered with thereby, and that there is no unreasonable interference with the business of Tenant. In the event of an emergency, Landlord shall have the right to enter the Premises at any time on oral notice. Except to the extent caused by Landlord's gross negligence or willful misconduct, Tenant waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, any right to abatement of Rent, or any other loss occasioned by Landlord's exercise of any of its rights under this Section 27.2. Any entry to the Premises or portions thereof obtained by Landlord in accordance with this Section 27.2 shall not be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof. Landlord shall perform any work pursuant to this Section 27.2 in a manner designed to cause as little interference with Tenant's use of the Premises as is reasonably practical, provided, however, that Landlord and Tenant shall cooperate as to the timing and staging of any such work. To the extent reasonably practicable, any entry shall occur during normal business hours.

28. Notices. Except as otherwise expressly provided in this Lease, any payment required to be made and any bills, statements, notices, demands, requests or other communications given or required to be given under this Lease shall be effective only if rendered or given in writing, sent by personal delivery, registered or certified mail, return receipt requested, or by overnight courier service, addressed (a) to Tenant at Tenant's Address, (b) to Landlord at Landlord's Address, or (c) to such other address as either Landlord or Tenant may designate as its new address for such



purpose by notice given to the other in accordance with the provisions of this Section 26. Any such bill, statement, notice, demand, request or other communication shall be deemed to have been rendered or given on the date of receipt or refusal to accept delivery.

With Notice to Landlord:                   Exposition LLC  
Abby Laughlin, President  
425 Bayshore Drive, Unit 29  
Fort Lauderdale, FL 33304

Copy to:   Arnold M. Straus, Jr., Esq.  
Straus & Eisler, P.A.  
10081 Pines Boulevard, Suite C  
Pembroke Pines FL 33024  
(954) 431-2000

Grace Manne, P.A.  
1792 Bell Tower Lane  
Weston, FL 33326  
(954) 599-3119

With Notice to Tenant:                   Renzo Gracie of Fort Lauderdale  
535 NE 13 Street, Unit 1  
Fort Lauderdale, FL 33304

With Notice to Guarantors:           Derik Reichenbach  
  
and

Juan Jose Rodriguez

29. **No Waiver.** Neither this Lease nor any term or provision of this Lease may be waived, and no breach thereof shall be waived, except by a written instrument signed by the party against which the enforcement of the waiver is sought. No failure by Landlord or Tenant to insist upon the strict performance of any obligation of the other party under this Lease or to exercise any right, power or remedy consequent upon a breach thereof, no acceptance of full or partial Base Rent or Additional Rent during the continuance of any such breach, no course of conduct between Landlord and Tenant, and no acceptance of the keys or to possession of the Premises before the termination of the Term by Landlord or any employee of Landlord shall constitute a waiver of any such breach or a waiver or modification of any term, covenant or





condition of this Lease or operate as a surrender of this Lease. No waiver of any breach shall affect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof. No payment by Tenant or receipt by Landlord of a lesser amount than the aggregate of all Base Rent and Additional Rent then due under this Lease shall be deemed to be other than on account of the first items of such Base Rent and Additional Rent then accruing or becoming due, unless Landlord elects otherwise. No endorsement or statement on any check and no letter accompanying any check or other payment of Base Rent or Additional Rent in any such lesser amount and no acceptance by Landlord of any such check or other payment shall constitute an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Base Rent or Additional Rent or to pursue any other legal remedy.

30. **Estoppel Certificates.** Tenant shall execute, acknowledge and deliver to Landlord, an estoppel certificate in form and substance reasonably designated by the Landlord within ten (10) days from written request. If applicable, Tenant shall cause any guarantor to join in the estoppel certificate for purposes of the certifying that such guaranty remains in full force and effect. It is intended that any such certificate may be relied upon by the party receiving the same and any prospective purchaser, Landlord or mortgagee.

31. **Rules and Regulations.** Tenant shall faithfully observe and comply with and cause all of its employees and invitees to observe and comply with all reasonable rules and regulations which may from time to time be put into effect by Landlord.

32. **Tenant's Taxes.** In addition to all other sums to be paid by Tenant under this Lease, Tenant shall pay, before delinquency, any and all taxes levied or assessed during the Term (a) upon, measured by or reasonably attributable to Tenant's improvements, equipment, furniture, fixtures and other personal property located in the Premises; (b) upon or measured by Base Rent or Additional Rent, or both, payable under this Lease, including without limitation any sales, gross receipts or excise tax levied upon or measured by Base Rent or Additional Rent by any governmental body having jurisdiction with respect to the receipt of such rental; (c) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; or (d) upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. Tenant shall reimburse Landlord upon demand for any and all such taxes paid or payable by Landlord (other than state and federal personal or corporate income taxes measured by the net income of Landlord from all sources). Notwithstanding anything to the contrary in this Section 32, Tenant shall have the right to contest any taxes payable by Tenant under this Section provided that Tenant, at its sole cost and expense, diligently undertakes and pursues any such contest in appropriate proceedings, indemnifies Landlord against and holds Landlord harmless from all loss or damages that Landlord shall suffer by reason of such contest, and does not permit any lien to be placed on the Building or any part thereof or interest therein.

33. **Miscellaneous.**



33.1 References. All personal pronouns used in this Lease, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. The use herein of the word "including" or "include" when following any general statement, term or matter shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation", or "but not limited to," or words of similar import) is used with reference thereto. All references to "mortgage" and "mortgagee" shall include deeds of trust and beneficiaries under deeds of trust, respectively. All Exhibits referenced and attached to this Lease are incorporated in this Lease by this reference. The captions preceding the Sections of this Lease have been inserted solely as a matter of convenience, and such captions in no way define or limit the scope or intent of any provision of this Lease.

33.2 Successors and Assigns. The terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise provided herein, their respective personal representatives and successors and assigns; provided, however, that upon the sale, assignment or transfer by Landlord (or by any subsequent Landlord) of its interest in the Premises as owner or tenant, including, without limitation, any transfer upon or in lieu of foreclosure or by operation of law, Landlord (or subsequent Landlord) shall be relieved from all subsequent obligations or liabilities under this Lease, and all obligations subsequent to such sale, assignment or transfer (but not any obligations or liabilities that have accrued prior to the date of such sale, assignment or transfer) shall be binding upon the grantee, assignee or other transferee of such interest. Any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed such subsequent obligations and liabilities.

33.3 Severability. If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall remain in effect and shall be enforceable to the full extent permitted by law.

33.4 Construction. This Lease shall be governed by and construed in accordance with the laws of the State of Florida

33.5 Integration. The terms of this Lease (including, without limitation, the Exhibits to this Lease) are intended by the parties as a final expression of their agreement with respect to such terms as are included in this Lease and may not be contradicted by evidence of any prior or contemporaneous agreement, arrangement, understanding or negotiation (whether oral or written). The parties further intend that this Lease constitutes the complete and exclusive statement of its terms, and no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Lease. Neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Premises, the Building, the Property or this Lease except as expressly set forth herein. The language in all parts of this Lease shall in all cases be construed as a whole and in accordance with its fair meaning and not construed for or against any party by reason of such party having drafted such language.

33.6 Surrender. Upon the expiration or sooner termination of the Term, Tenant will quietly and peacefully surrender to Landlord the Premises in the condition in which they are required to be kept as provided in this Lease, ordinary wear and tear excepted. Tenant may remove furniture and equipment which belong to Tenant; however, Tenant shall be liable for any damage to premises.



33.7 Quiet Enjoyment. Upon Tenant paying the Base Rent and Additional Rent and performing all of Tenant's obligations under this Lease, Tenant may peacefully and quietly enjoy the Premises during the Term as against all persons or entities claiming by, through or under Landlord subject, however, to the provisions of this Lease and to any mortgages or deeds of trust or ground or underlying Leases, and any covenants, restrictions and rules.

33.8 Holding Over. If Tenant shall hold over after the expiration of the Term, Tenant shall pay one hundred fifty percent ( 200%) of the Base Rent payable during the final full month of the Term' (exclusive of abatements, if any), together, in either period, with an amount reasonably estimated by Landlord for the monthly Additional Rent payable under this Lease, and shall otherwise be on the terms and conditions herein specified so far as applicable (but expressly excluding all renewal or extension rights). No holding over by Tenant after the Term shall operate to extend the Term. Any holding over with Landlord's written consent shall be construed as a tenancy at sufferance or from month to month, at Landlord's option. Any holding over without Landlord's written consent shall entitle Landlord to reenter the Premises as provided in Section 24 and to enforce all other rights and remedies provided by law or this Lease.

33.9 Time of Essence. Time is of the essence of each and every provision of this Lease.

33.10 Real Estate Broker. Tenant represents that the only Broker involved in the negotiation of this Lease is:

Jaime Sturgis  
Native Realty  
908 N Flagler Drive  
Fort Lauderdale, FL 33304

33.11 Real Estate Commission. Landlord has agreed to pay real estate commission of six (6) percent of the total Base Rent—for a total amount of \$15,712.86. Fifty (50%) percent is due upon execution of the Lease and fifty (50%) percent is due 90 days after the expiration of the rent abatement period, unless Tenant defaults prior to that date, in which case Landlord shall not be liable for the second fifty (50%) percent. Tenant shall indemnify, defend and hold harmless Landlord from and against all claims for any such commissions or fees made for commissions by any other party claiming to have represented Tenant in this transaction.

33.12 No Merger. The voluntary or other surrender or termination of this Lease by Tenant, or a mutual cancellation hereof shall not work a merger, but, at Landlord's sole option, shall either terminate all existing subleases or sub tenancies or shall operate as an assignment to Landlord of all such subleases or sub-tenancies.

33.13 Survival. All of Tenant's and Landlord's covenants and obligations contained in this Lease which by their nature might not be fully performed or capable of performance before the expiration or earlier termination of this Lease shall survive such expiration or earlier termination. No provision of this Lease providing for termination in certain events shall be construed as a limitation or restriction of Landlord's or Tenant's rights and remedies at law or in equity available upon a breach by the other party of this Lease.

33.14 Amendments. No amendments or modifications of this Lease or any agreements in connection therewith shall be valid unless in writing duly executed by both Landlord and Tenant.





33.15 Consent Expenses. Tenant shall reimburse Landlord for, any and all actual, reasonable out-of-pocket costs or expenses paid or incurred by Landlord, including, without limitation, reasonable attorneys' fees, in connection with the review, execution, negotiation or delivery of any so-called "Landlord's waiver", or the negotiation or approval of the terms of, or any instruments associated with, any lien by Tenant (collectively, such expenses, "Consent Expenses"). Tenant shall reimburse Landlord for any Consent Expenses within ten (10) days after the presentation by Landlord to Tenant of invoices therefor.

34. Anti Terrorism. Tenant represents and warrants to and covenants with Landlord that (i) neither Tenant nor any of its affiliates nor any of Tenant's or its affiliates, officers, directors, members, partners, shareholders or other equity interest holders (all of the foregoing persons and entities being referred to herein collectively as the "Tenant Affiliates") currently is, nor shall any of them be, at any time during the Term, in violation of any laws relating to terrorism or money laundering that may now or hereafter be in effect (collectively, the "Anti-Terrorism Laws"), including, without limitation, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, any regulations of the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") related to Specially Designated Nationals and Blocked Persons that may now or hereafter be in effect, and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (as heretofore or hereafter amended, the "USA Patriot Act"); (ii) none of the Tenant Affiliates is nor shall any of them be, during the Term, a Prohibited Person. A "Prohibited Person" is (1) a person or entity owned or controlled by, affiliated with, or acting for or on behalf of, any person or entity that is identified as a "Specially Designated National" on the then most current list published by OFAC at its official website, <http://www.treas.gov/offices/enforcement/ofac/sdnft/adn.pdf>, or at any replacement website or other replacement official publication of such list, or (2) a person or entity who is identified as, or affiliated with, a person or entity designated as a terrorist, or associated with terrorism or money laundering, pursuant to regulations promulgated in connection with the USA Patriot Act; and (iii) Tenant has taken, and shall continue to take during the Term, reasonably appropriate steps to understand its legal obligations under the Anti-Terrorism Laws and has implemented, and shall continue to implement during the Term, appropriate procedures to assure its continued compliance with the above-referenced laws. Tenant hereby defends, indemnifies, and holds harmless Landlord and its affiliates and their respective officers, directors, members, partners, shareholders and other equity interest holders from and against any and all claims, losses, costs, liabilities, damages and expenses suffered or incurred by any or all of Landlord or any of such other indemnitees arising from, or related to, any breach of the foregoing representations, warranties and covenants. At any time and from time to time during the Term, Tenant shall deliver to Landlord, within ten (10) days after receipt of a written request therefor, a written certification and such other evidence as Landlord may reasonably request evidencing and confirming Tenant compliance with this Section 33.

35. Furniture. Landlord is not leasing any furniture to Tenant as part of this Lease.

36. Attorney's Fees. In the event any action is brought by either party hereunder, the unsuccessful party in such action shall pay to the prevailing party therein reasonable attorney's fees and costs which shall be fixed by the court.

37. Landlord's Lien. Landlord shall have a lien against all of Tenant's fixtures, furnishings, furniture, and equipment in order to secure Tenant's obligations under this Lease, however if Tenant finances equipment, Landlord will subordinate lien to finance company only.



38. Waiver Of Jury Trial. LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER IN ANY MATTER ARISING OUT OF THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES OR ANY CLAIM OF INJURY OR DAMAGE.

39. Delivery For Examination. DELIVERY OF THE LEASE TO EITHER PARTY SHALL NOT BIND ANY PARTY IN ANY MANNER, AND NO LEASE OR OBLIGATIONS OF LANDLORD OR TENANT SHALL ARISE UNTIL THIS INSTRUMENT IS SIGNED BY BOTH LANDLORD AND TENANT AND DELIVERY IS MADE TO EACH PARTY.

40. Radon Disclosure. In accordance with Florida Statute 404.056 effective January 1, 1989, the following information is provided:

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

41. Landlord's Liability. Should Tenant obtain a judgment against Landlord, Tenant shall not be entitled to enforce any such judgment against any other asset of Landlord.

[Signature Page to Follow]



IN WITNESS WHEREOF, Landlord and Tenant have each caused their duly authorized representatives to execute this Lease on their behalf as of the date first above written.

Signed in the presence of

LANDLORD

  
\_\_\_\_\_  
Witness:

Exposition LLC  
a Maryland limited liability company

  
\_\_\_\_\_  
Witness: *Janice Shugart*

  
\_\_\_\_\_  
By: Abby Laughlin, Manager

Signed in the presence of

TENANT

  
\_\_\_\_\_  
Witness: *Janice Shugart*

RENZO GRACIE OF FT LAUDERDALE LLC, a Florida  
limited liability company

  
\_\_\_\_\_  
Witness:

  
\_\_\_\_\_  
By: *Juan Fernandez* Manager





Exhibit A

GUARANTY

In consideration of the Landlord granting these premises to the Tenant, and the fact that Landlord would not agree to lease the Premises to Tenant based upon Tenant's financial condition alone, which consideration is good and sufficient, Derik Reichenbach and Juan Jose Rodriguez, who are principals of Tenant, hereby absolutely and unconditionally guarantee the full faith and performance of all obligations under this Lease. Tenant and Guarantors shall be liable for all obligations under this Lease, jointly and severally. Upon any default by Tenant under this Lease, Guarantors shall be entitled to receive fifteen (15) days' notice to cure, after which Landlord shall be entitled to exercise all remedies as set forth above.

Notwithstanding the foregoing paragraph, the financial liability of the Guarantors under the Guaranty shall not exceed \$100,000.00 during the first two years of the Lease, and shall not exceed \$75,000.00 during the remainder of the Lease, including extensions; however, attorney's fees and costs shall collected and payable in addition to these maxima.

This Guaranty shall survive the termination of the Lease to the extent that Tenant is liable for any damages, costs, or attorney's fees hereunder.

Witness:  *Derik Reichenbach*  
Witness: 

By:   
Date: 05/01/2018

Witness:  *Derik Reichenbach*  
Witness: 

By:   
Date: 5/4/2018

**LEASE**  
**between**  
**SANDBOX101, LLC**  
**and**  
**TKLS INVESTMENTS, LLC**

UPDATED DRAFT 04/6/2018

Property Address  
545 NE 13 Street  
Fort Lauderdale, FL 33304

## BUSINESS LEASE

This LEASE (the "Lease") is made as of the \_\_\_\_\_ day of April, 2018 between Sandbox101, LLC, a Florida limited liability company (the "Landlord"), and TKLS Investments, LLC (the "Tenant").

In consideration of the mutual covenants and other good and valuable consideration set forth in this Lease, Landlord and Tenant agree to all of the following terms, conditions, rights, and obligations.

1. **Description of Property.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the building located at 545 NE 13 Street, Fort Lauderdale, FL 33304 comprised of approximately 1452 square feet ("Property" or "Premises").

2. **Term.** This Lease shall commence on April 15 2018, and terminate on April 14, 2023 unless extended under paragraph 3.

3. **Renewal Option.** Tenant may renew this Lease for one (1) five (5) year term by providing written notice to Landlord, certified mail, return receipt requested, at least ninety (90) days prior to extension of the initial term and any renewal term. Failure to provide written notice shall constitute a waiver of this option. The terms of this Lease shall remain the same, and the renewal rent shall be established based upon three percent (3%) annual increases. Should Tenant be late in the payment of rent two times or more in any Lease year, this option shall be cancelled and void.

4. **Guarantors.** Laura Martinez, Jennifer Rojas, and Shah Nawaz Mohammad Imran Khan, shall be jointly and severally liable, as Guarantors under all obligations of this Lease, pursuant to Exhibit "A".

5. **Rent.** The gross amount of rent payable over the initial term shall be \$192,720.92 Monthly rent shall be payable as forth below, plus all applicable Common Area Maintenance (CAM), and sales and use taxes.

a. **Year 1:** April 15, 2018 – April 14, 2019 shall be defined as the Commencement Date or Effective Date, however this date may be extended by written agreement between Landlord and Tenant.

Annual Base Rent: \$36,300.00

Monthly Installment of Annual: \$ 3,025.00

b. **Year 2:** April 15, 2019 – April 14, 2020

Annual Base Rent: \$37,389.00

Monthly Installment of Annual: \$ 3,115.75

c. **Year 3:** April 15, 2020 – April 14, 2021

Annual Base Rent: \$38,510.00

Monthly Installment of Annual: \$ 3,209.17

**d. Year 4: April 15, 2021 – April 14, 2022**

Total Base Rent for Period: \$39,665.97

Monthly Installment: \$ 3,305.49

**e. Year 5: April 15, 2022 – April 14, 2023**

Total Base Rent for Period: \$40,855.95

Monthly Installment: \$ 3,404.66

Tenant shall promptly pay rent plus sales tax to Landlord, in addition to all other amounts due to Landlord under the Lease.

5.1 Common Area Maintenance. In addition to the Base Rent and sales tax Tenant acknowledges that it will pay the monthly Common Area Maintenance (CAM) currently estimate at \$3.75 per square foot, based upon the estimated Operating Budget attached hereto as Exhibit "B," which includes real estate taxes, pest control, exterior grounds maintenance, insurance and general administration.

6. Parking. The Tenant acknowledges that the parking located on the premises is common and non exclusive. Landlord makes no representation as to the number of parking spaces that will be available for employees or patrons of Tenant and further acknowledges that there is a reciprocal parking agreement in place which permits the Tenants and patrons of Building 535 to share the common parking.

**7. Rent, Late Charges and Security Deposit.**

7.1 Payment of Rent. Rent, Common Area Maintenance (CAM), Sales Tax, Use Tax and all other obligations due from Tenant shall be payable by Tenant to Landlord or to such other entity designated to Tenant in writing by Landlord, in equal monthly installments on or before the first day of each calendar month, in advance, without offset, deduction or counterclaim, in lawful money of the United States of America. Such payments shall be made at Landlord's Address or at such other place as Landlord shall designate from time to time.

7.2 Late Charges. Any Rent payable by Tenant to Landlord under this Lease which is not received by Landlord within five (5) days after the same is due will be automatically subject to a late payment charge of five (5%) percent of the overdue rent payment.

7.3 Security Deposit. Tenant agrees to deposit the Security Deposit in the amount of Three Thousand Twenty-Five (\$3,025.00) Dollars with Landlord. The Security Deposit shall be retained by Landlord as security for the faithful performance and observance by Tenant of its obligations under this Lease, but not to be substituted as rent when rent is due. Except as may otherwise be required by applicable law, (a) Tenant shall not be entitled to any interest on the Security Deposit, (b) Landlord shall not be obligated to hold the Security Deposit in trust or in a separate account, and (c) Landlord shall have the right to commingle the Security



Deposit with its other funds. If Tenant defaults under this Lease, Landlord may, but is not obligated to, apply the whole or any part of the Security Deposit to the extent required for the payment of any Rent or other sums payable under this Lease as to which Tenant is in default or on account of any sum which Landlord may expend or may be required to expend by reason of Tenant's default. If any portion of the Security Deposit is applied by Landlord for any such purpose, Tenant shall, within ten (10) days after demand is made by Landlord, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Unless Landlord claims against the Security Deposit, as set forth above, or pursuant to Florida Statutes, Chapter 83, Tenant shall be entitled refund of Security Deposit after the time set forth in Florida Statutes, Chapter 83. IF Landlord sells the Building and the Property, Landlord may transfer the Security Deposit to the purchaser subject to the terms of this Lease, whereupon Landlord shall be released by Tenant from all liability for the return of the Security Deposit and Tenant shall look solely to the new Landlord for its return.

7.4 Abatement of Rent. Landlord shall abate the Base Rent for seventy five (75) days from delivery of possession.

7.5 Additional Rent. All payments due from Tenant to Landlord other than Base Rent shall be considered Additional Rent.

8. Sales Tax.

Tenant shall pay to Landlord all amounts of the sales and use tax imposed by the State of Florida, and all government authorities, on Rent, Additional Rent, and other charges payable hereunder, as required by Florida law—which is currently 5.8%.

9. Payments Due

Upon Execution of Lease. Upon execution of Lease, Tenant shall pay to Landlord the following amounts:

Rent:	\$3,025 plus sales tax, and CAM
Security Deposit	\$3,025.00
Last Month's Rent	\$3,405.00 plus sales tax

10. Possession.

10.1 Condition of Premises.

Tenant agrees that Tenant is familiar with the condition of the Premises, and Tenant hereby accepts the foregoing on an "AS-IS," "WHERE-IS" basis except as set forth herein and expressly delineated in Article 10.2 below. Tenant acknowledges that Landlord has not made any representation as to the condition of the foregoing or the suitability of the foregoing for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of the foregoing. Landlord shall not be obligated to make any repairs, replacements or improvements (whether structural or otherwise) of any kind or nature to the foregoing in connection with, or in consideration of, this Lease, except as set forth herein.

10.2 Landlord Build Out. The Landlord will, during the rental abatement period, perform the following renovations or work on the premises. The Landlord will remove any existing carpeting, renovate second bathroom, conforming with existing front bath, and confirm that exterior gutters are secure and watertight. The Landlord will remove all ceiling tile and spray the ceiling. On the rear exterior of the premises the Landlord will install asphalt paving.

10.3 Landlord's Improvements or repairs. Thereafter, the Landlord shall have no obligation to make any repairs, alterations or additions to the Property except for exterior structural (roof, walls, but not exterior or interior windows) .

10.4 Air-conditioning, Plumbing, Electrical systems. Tenant shall be responsible for maintenance of air-conditioning, plumbing and electrical systems. Tenant may not install, plumbing, or electrical systems without Landlord's prior written permission, which shall not be withheld unreasonably. Tenant will obtain all municipal permits prior to installing, any improvements.

11. Use: Compliance With Law.

11.1 Permitted Use. The Premises shall be used only for a beer and wine lounge, but for no other purpose without written consent from Landlord.

11.2 No Nuisance. Tenant shall not allow, suffer or permit the Premises or any use thereof to constitute a nuisance.

11.3 Compliance with Laws and Association Rules. Tenant, at Tenant's expense, shall comply with and cause all of the Tenant's guests, employees and invitees to comply with (i) all applicable laws, ordinances, rules and regulations of governmental, quasi-governmental authorities ("Laws"), and (ii) all recorded covenants, conditions, easements and restrictions applicable to the Premises or the use or occupancy thereof including the Reciprocal Party Agreement. Without limiting the generality of the foregoing, Tenant shall comply with the requirements of (a) the Occupational Safety and Health Act (and all regulations promulgated thereunder), and (b) the Americans with Disabilities Act (and all regulations promulgated thereunder), as the same may be amended from time to time. The foregoing obligation of Tenant shall not however permit Tenant to make, without Landlord's prior written approval, any alterations to the Premises which otherwise would require Landlord's approval under this Lease, and Tenant shall comply with all of the requirements of this Lease in making any such alterations.

12. Hazardous Substances.

12.1 Definitions. "Hazardous Substance" shall mean any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority having jurisdiction. The term "Hazardous Substance" includes, without limitation, any material or substance which is (i) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (ii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), (iii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601), (iv)

petroleum or (v) asbestos or asbestos-containing materials.

12.2 Compliance with Law. Tenant shall conduct, and cause to be conducted, all operations and activity at the Premises in compliance with, and in all other respects shall comply with, all applicable present and future federal, state, municipal and other governmental statutes, ordinances, regulations, orders, directives and other requirements, and all present and future requirements of common law, concerning the protection of public health, safety or the environment (collectively "Environmental Statutes"), including, but not limited to, the disposal of chemicals.

12.3 Permits. Tenant, in a timely manner, shall, to the extent required due to Tenant's use of the Premises or arising out of Tenant's actions at the Property, obtain and maintain in full force and effect all permits, licenses, and approvals, and shall make and file all notifications and registrations as required by law. Tenant shall at all times comply with the conditions of any such permits, licenses, approvals, zoning, notifications, and registrations.

12.4 Inspection. Upon not less than twenty-four (24) hours' prior telephonic or written notice (except in case of an emergency in which event Landlord shall provide such telephonic or written notice as Landlord is able to under the circumstances), Tenant agrees to permit Landlord and its authorized representatives to enter, inspect and assess the Premises at reasonable times for the purpose of determining Tenant's compliance with the provisions of this Section 12.

12.5 Indemnification. Notwithstanding any other provision in this Lease to the contrary, Tenant hereby agrees to indemnify and to hold harmless Landlord and its officers, directors, shareholders, partners and principals of, from and against any and all expense, loss, cost, claim, damage, penalty, fine, or liability of any kind or nature suffered by Landlord by reason of the presence or release of Hazardous Substances at or from the Premises or the Property, or any violation of Environmental Statutes by the Premises or the Property, as a result of the acts or omissions of Tenant or Tenant's breach of any of the provisions of this Section 12, including without limitation: (A) any and all expenses that Landlord may incur in complying with any Environmental Statutes, (B) any and all costs that Landlord may incur in monitoring, studying, assessing, containing, removing, remedying, mitigating, or otherwise responding to, the presence or release of any Hazardous Substance at or from the Premises or the Property, (C) any and all costs for which Landlord may be liable to any governmental agency for monitoring, studying, assessing, containing, removing, remedying, mitigating, or otherwise responding to, the presence or release of any Hazardous Substance at or from the Premises or the Property, (D) any and all fines or penalties assessed, or threatened to be assessed, upon Landlord by reason of a failure of Tenant to comply with any obligations, covenants or conditions set forth in this Section, and (E) any and all reasonable legal fees and costs incurred by Landlord in connection with any of the foregoing. Tenant's obligations under this Section shall survive the expiration or earlier termination of the Term of this Lease. Notwithstanding anything to the contrary in this Section 12, Tenant shall have no liability to Landlord with respect to Hazardous Substances present at the Property due to the acts or omissions of any party other than Tenant and the Tenant Parties.

13. Signage. Tenant, at Tenant's sole cost and expense, shall be entitled to install signage on the Premises as allowed by Landlord. All such signage must comply with applicable laws, ordinances, rules and regulations, and the requirements of any declaration of protective covenants or comparable instrument binding upon the Property. All signage shall be

removed by Tenant at its sole cost on, or prior to, the expiration of this Lease, or termination under these terms, and Tenant shall repair all damage resulting from such removal.

14.1 Landlord's consent. Tenant shall not make or allow to be made any alterations, additions or improvements in or to the Premises (collectively, "Alterations") without first obtaining Landlord's written consent based on detailed plans and specifications submitted by Tenant, which consent shall not be withheld unreasonably. Tenant shall not affect any Building Systems or the structural integrity of the Building.

14.2 Permits Tenant shall obtain all permits for all work.

14.3 Workmanlike Manner. Tenant agrees that all such work (regardless of whether Landlord's consent is required) shall be done at Tenant's sole cost and expense, in accordance with the plans and specifications approved by Landlord and in a good and workmanlike manner, that the structural integrity of the Building shall not be impaired.

14.4 Removal of Property. Unless otherwise elected by Landlord as hereinafter provided, all Alterations made by Tenant shall become the property of Landlord and shall be surrendered to Landlord upon the expiration or earlier termination of this Lease, except as otherwise set forth in this Lease.

15. Repairs and Other Work.

15.1 Tenant Obligations.

15.1.1 Tenant shall maintain in good, clean and sanitary order and condition the Premises, including without limiting the generality of the foregoing, all heating, air conditioning, and ventilating systems ("HVAC Systems"), plumbing, electrical, lighting facilities and equipment within the Premises, fixtures, interior walls, ceilings, decking, floors, windows, doors, plate glass and skylights located within the Premises, and signs (except Landlord's signs, if any) located on the Premises. Tenant shall enter into a preventative maintenance contract ("HVAC Maintenance Contract") for the HVAC Systems on terms and with a provider reasonably acceptable to Landlord, which contract shall call for quarterly maintenance, inspection and repair of such HVAC Systems. Tenant shall be responsible for the performance of any and all required repairs and replacements.

15.1.2 Tenant will not overload the electrical wiring serving the Premises or within the Premises, and will install at its expense, subject to the provisions of this Lease, any additional electrical wiring which may be required in connection with Tenant's apparatus.

15.1.3 Tenant will repair, at its expense, any damage to the Premises, or to the Property, arising out of Tenant's use or occupancy thereof, including damage caused by bringing into the Premises any property for Tenant's use or by the installation or removal of such property, all regardless of fault, or by whom such damage shall be caused, unless caused by Landlord, its agents, employees, or contractors.

15.1.4 If Tenant fails to perform Tenant's obligations under this Section 15, Landlord may enter upon the Premises after ten (10) days' prior written notice to Tenant (except in the event of an emergency, in which case no notice shall be required),



perform such obligations on Tenant' behalf, and put the Premises in good order, condition and repair, and Tenant shall promptly pay to Landlord for all costs and damages incurred within ten (10) days of written demand by Landlord, after which interest shall accrue thereon at ten(10%) per cent.

15.2 Conditions Applicable to Repairs and Other Work. All repairs, replacements and reconstruction (including, without limitation, all Alterations) made by or on behalf of Tenant shall be made and performed: (a) at Tenant' cost and expense and at such time and in such manner as Landlord may reasonably designate, (b) by contractors or mechanics reasonably approved by Landlord, (c) at least equal in quality of materials and workmanship to the original work or installation, (d) in accordance with such reasonable requirements as Landlord may impose with respect to insurance to be obtained by Tenant in connection with the proposed work, (e) in accordance with all applicable laws and regulations of governmental authorities having jurisdiction over the Premises, and (f) Tenant shall provide Landlord with as built drawings of such Alterations.

15.3 Landlord's and Tenant's Obligations. Landlord shall be responsible for the performance of all repair, maintenance and replacement of all structural elements, roof and exterior walls of the Building, excluding windows. Should Tenant cause damage to any portion of the Property and Landlord becomes liable to its Landlord under the Tenant shall reimburse Landlord for all reasonable costs paid or incurred by Landlord for such work upon demand as Additional Rent.

16. Liens. Tenant shall keep the Premises and the Property free from any liens arising out of any work performed or material furnished to or for the Premises by or for Tenant. If Tenant shall not, within ten (10) days following notice of the imposition of any such lien, cause same to be released of record by payment or posting of a bond satisfactory to Landlord, Landlord, in addition to all other remedies provided under this Lease and by law, shall have the right (but not the obligation) to cause the lien to be released by such means as Landlord shall deem proper, including, without limitation, payment of the claim giving rise to such lien. All such sums reasonably paid by Landlord and all expenses incurred by it in connection therewith shall be considered Additional Rent and shall be payable by Tenant within ten (10) days after receipt of written demand, together with interest at the highest legal rate. Tenant shall indemnify, defend and hold harmless Landlord and its agents, employees and contractors from and against any damages, losses or costs arising out of any such claim and from any liens or encumbrances arising from any work performed by Tenant or on behalf of Tenant in the Premises or the Property. Tenant' indemnification of Landlord contained in this Paragraph shall survive the expiration or earlier termination of this Lease. All of the aforesaid rights of Landlord shall be in addition to any remedies which either Landlord or Tenant may have available to them at law or in equity. Notwithstanding anything in this Lease to the contrary, Tenant is not authorized to act for or on behalf of Landlord as Landlord's agent or otherwise, for any purposes of constructing improvements, additions or alterations to the Premises. In entering into Contracts for tenant improvements or repairs, Tenant shall include the following language:

THE INTEREST OF THE LANDLORD UNDER THE LEASE SHALL NOT BE SUBJECT TO OR LIABLE FOR ANY LIENS OR ENCUMBRANCES INCURRED BY TENANT OR TENANT'S AGENTS.



**17. Subordination.**

17.1 This Lease shall be subject and subordinate to all mortgages encumbering the Property, and Tenant shall attorn to and become the Tenant of the successor in interest to Landlord at the option of such successor in interest. The provisions of this Section shall be self operative and no further instrument shall be required to effect the provisions of this Section.

17.2 If any mortgage is foreclosed, or Landlord's interest under this Lease is conveyed or transferred in lieu of foreclosure: neither the mortgagee nor any person or entity acquiring title to the Property as a result of foreclosure or trustee's sale, nor any successor or assign of either of the foregoing, shall be (i) liable for any default by Landlord, (ii) bound by or liable for any payment of Rent which may have been made more than thirty (30) days before the due date of such installment, (iii) subject to any defense or offset which Tenant may have to the payment of Rent or other performance under this Lease arising from any default by Landlord, or (iv) bound by any amendment or modification to this Lease made without the consent of such mortgagee if such mortgagee's consent thereto is required.

17.3 Within ten (10) days following request by Landlord, Tenant agrees to execute any documents reasonably required to effectuate the foregoing subordination or such other reasonable and customary SNDA submitted by Landlord to Tenant, which documents may contain such other terms as any mortgagee or prospective mortgagee may reasonably require, or to make this Lease prior to the lien of any mortgage, deed of trust or underlying Lease, as the case may be.

17.4 Tenant agrees to simultaneously give to any party holding a mortgage encumbering the Building, by registered or certified mail, a copy of any notice of default served upon Landlord provided Tenant has been notified in writing of the names and addresses of such mortgagee(s) and such parties shall have the same cure rights as Landlord has under this Lease.

18. **Inability to Perform.** If, by reason of acts of God, governmental restrictions, strikes, labor disturbances, shortages of materials or supplies, actions or inactions of governmental authorities or any other cause or event beyond Landlord's or Tenant' reasonable control (collectively, "Force Majeure Events"), Landlord is unable to furnish or is delayed in furnishing any utility or service required to be furnished Tenant shall not have any right of offset, deduction or abatement of Rent by reason of inconvenience or annoyance to such other party, or otherwise. The terms of this Section 18 shall not be applicable to or excuse any failing on the part of Tenant to satisfy Tenant' obligations to pay Rent or other required payments to Landlord.

**19. Destruction.**

19.1 **Repair.** Subject to the provisions of Section 19, if any portion of the Building is damaged by fire, earthquake, flood or other casualty, Landlord shall proceed immediately to make such repairs in accordance with Section 19.4.

19.2 Tenant' Right to Terminate. If (i) such damage causes more than fifty percent (50%) of the Premises to be untenable by Tenant and, (ii) in the reasonable estimate of an independent architect or contractor (the "Damage Estimate"), such damage cannot be repaired within six (6) months after the date of the event causing such damage and (iii) such casualty was not caused by the Tenant (a "Tenant Casualty"), then Tenant may terminate this Lease by delivery of written notice to Landlord within thirty (30) days after the date on which the Damage Estimate is delivered to Tenant by Landlord. In the event of a termination pursuant to this Section, the termination shall be effective as of the date upon which Landlord received timely notice from Tenant terminating the Lease. Upon termination, Rent shall be apportioned as of the date of the damage and, provided Tenant is not in default, all prepaid Rent shall be repaid to Tenant. Landlord agrees to provide Tenant with such estimate within thirty (30) days after Landlord has received written notice of such casualty.

19.3 Landlord's Right to Terminate. If Landlord determines, in its sole discretion, that Landlord will not repair the premises, Landlord shall notify Tenant within thirty (30) days of the casualty, and this Lease shall be terminated. Tenant shall cooperate with Landlord during the construction.

19.4 Landlord's Repairs. If Landlord determines to repair the Premises, Landlord shall make the repairs in a timely and workmanlike manner, however, Tenant shall have no right to require the completion of any repairs by any date certain.

19.5 Adjustment of Rent. If a casualty renders all or part of the Premises untenable. Rent shall proportionately abate commencing on the date of the casualty and ending when the Premises are delivered to Tenant with Landlord's restoration obligation substantially complete. The extent of the abatement shall be based upon the portion of the Premises rendered untenable, inaccessible or unfit for use in a reasonable business manner for the purposes stated in this Lease.

19.6 Waiver of Subrogation. Tenant waives subrogation against Landlord and any mortgagee under all circumstances.

## 20. Insurance.

20.1 Insurance on Tenant's Property. Tenant shall procure at its cost and expense and keep in effect during the Term insurance coverage for all risks of physical loss or damage insuring the full replacement value of Alterations, Tenant' trade fixtures, furnishings, equipment, plate glass, signs and all other items of Tenant Owned Property and other personal property of Tenant. Landlord shall not be liable for any damage or damages of any nature whatsoever to persons or property caused by explosion, fire, theft or breakage, vandalism, falling plaster, by sprinkler, drainage or plumbing systems, or air conditioning equipment, by the interruption of any public utility or service, by steam, gas, electricity, water, rain or other substances leaking, issuing or flowing into any part of the Premises, by natural occurrence, acts of the public enemy, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or by anything done or omitted to be done by any Tenant, occupant or person in the Building, it being agreed that Tenant shall be responsible for obtaining appropriate insurance to protect its interests.

20.2 Tenant's Liability Insurance. Tenant shall procure at its cost and expense and maintain throughout the Term commercial general liability insurance applicable to the Premises with a minimum combined single limit of liability of One Million Dollars (\$1,000,000.00),

statutory worker's compensation insurance, and employer's liability insurance with a One Million Dollar (\$1,000,000.00) minimum limit covering all of Tenant' employees. Such liability insurance shall include, without limitation, products and completed operations liability insurance, fire and legal liability insurance, and such other coverage as Landlord may reasonably require from time to time. At Landlord's request Tenant shall increase such insurance coverage to a level that is commercially reasonably required by Landlord.

20.3 Workers Compensation. Tenant shall maintain Worker's Compensation insurance for full coverage as required by State of Florida.

20.4 Form of Policies. Tenant's insurance shall be issued by companies authorized to do business in the State of Florida. Tenant shall have the right to provide insurance coverage pursuant to blanket policies obtained by Tenant if the blanket policies expressly afford coverage required by this Section 20. All insurance policies required to be carried by Tenant under this Lease (except for worker's compensation insurance) shall (i) name Landlord, and any other reasonable number of parties designated by Landlord as additional insureds, (ii) as to liability coverages, be written on an "occurrence" basis, (iii) provide that Landlord shall receive thirty (30) days notice from the insurer before any cancellation or change in coverage, and (iv) contain a provision that no act or omission of Tenant shall affect or limit the obligation of the insurer to pay the amount of any loss sustained. Each such policy shall contain a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord. Tenant shall deliver reasonably satisfactory evidence of such insurance to Landlord on or before the date Tenant first enters or occupies the Premises, and thereafter at least thirty (30) days before the expiration dates of expiring policies. Notwithstanding the foregoing, if any such insurance expires without having been renewed by Tenant, Landlord shall have the option, in addition to Landlord's other remedies to procure such insurance for the account of Tenant immediately and without notice to Tenant, and the cost thereof shall be paid to Landlord as Additional Rent. The limits of the insurance required under this Lease shall not limit liability of Tenant.

20.5 Compliance with Insurance Requirements. Tenant shall not do anything, or suffer or permit anything to be done, in or about the Premises that shall invalidate or be in conflict with the provisions of any fire or other insurance policies covering the Building. Tenant, at Tenant' expense, shall comply with, and shall cause all occupants of the Premises to comply with, all applicable customary rules, orders, regulations or requirements of any board of fire underwriters or other similar body.

21. Eminent Domain.

21.1 Effect of Taking. If all of the Premises is condemned or taken in any permanent manner before or during the Term for any public or quasi-public use, or any permanent transfer of the Premises is made in avoidance of an exercise of the power of eminent domain (each of which events shall be referred to as a "taking"), this Lease shall automatically terminate as of the date of the vesting of title as a result of such taking. If a part of the Premises is so taken, this Lease shall automatically terminate as to the portion of the Premises so taken as of the date of the vesting of title as a result of such taking. If such portion of the Property is taken as to render the balance of the Premises unusable by Tenant for the Permitted Use, as reasonably determined by Tenant and Landlord, this Lease may be terminated by Landlord or Tenant, as of the date of the vesting of title as a result of such taking, by written notice to the other party given within sixty (60) days following notice to Landlord of the date on which said vesting will occur. If this Lease is not terminated as a result of any taking, Landlord shall restore the Building to an architecturally whole unit; provided, however, that Landlord shall not be

obligated to expend on such restoration more than the amount of condemnation proceeds actually received by Landlord.

21.2 Award. Landlord shall be entitled to the entire award for any taking, including, without limitation, any award made for the value of the Leasehold estate created by this Lease. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award that may be made in any taking, together with any and all rights of Tenant now or hereafter arising in or to such award or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any separate award made to Tenant for its relocation expenses, the taking of personal property and fixtures belonging to Tenant, the unamortized value of improvements made or paid for by Tenant or the interruption of or damage to Tenant's business.

21.3 Adjustment of Rent. In the event of a partial taking that does not result in a termination of this Lease as to the entire Premises, Base Rent and Additional Rent shall be equitably adjusted in relation to the portions of the Premises and Building taken or rendered unusable by such taking.

21.4 Temporary Taking. If all or any portion of the Premises is taken for a limited period of time before or during the Term, this Lease shall remain in full force and effect; provided, however, that Rent shall abate during such limited period in proportion to the portion of the Premises taken by such taking. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any separate award made to Tenant for its relocation expenses, the taking of personal property and fixtures belonging to Tenant, the unamortized value of improvements made or paid for by Tenant or the interruption of or damage to Tenant's business. Any temporary taking of all or a portion of the Premises which continues for six (6) months shall be deemed a permanent taking of the Premises or such portion.

22. Assignment; Subleasing. No portion of the Property shall be leased, nor shall this Lease be assigned by Tenant without the express written consent from Landlord, upon such terms as Landlord deems appropriate, except to wholly-owned parent or subsidiary of Tenant and further provided use of premises remains the same)

23. Utilities.

23.1 Electric. Electric to the individual units are separately metered and all electric must be in the name of Tenant. Tenant shall pay the utilities directly to the providing utility company.

23.2 Water and Sewer. Water, Sewer, and Trash are the Tenant's responsibility and will be billed monthly to Tenant; bills will be apportioned based upon square footage. Tenant shall pay the water and sewer directly to the providing city or company.

23.3 Certain Services. Tenant shall contract separately for the provision, at Tenant's sole cost, of janitorial service and trash removal for the Premises and Landlord will have no obligation to provide any such services to the Premises.



23.4 Involuntary Cessation of Services. Landlord reserves the right, without any liability to Tenant and without affecting Tenant's covenants and obligations hereunder, to stop service of any or all of the HVAC Systems, electric, sanitary, and other systems serving the Premises, or to stop any other services required by Landlord under this Lease, whenever and for so long as may be necessary by reason of (i) accidents, emergencies, strikes, or the making of repairs or changes which Landlord, in good faith, deems necessary or (ii) any other cause beyond Landlord's reasonable control. No such interruption of service shall be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease, including, but not limited to, the obligation to pay Rent; provided, however, that if any interruption of services persists for a period in excess of five (5) consecutive business days Tenant shall, as Tenant's sole remedy, be entitled to a proportionate abatement of Rent to the extent, if any, of any actual loss of use of the Premises by Tenant.

#### 24. Default.

24.1 Events of Default by Tenant. Except as otherwise provided in this Lease, the failure to perform or honor any covenant, condition or other obligation of Tenant or the failure of any representation made by Tenant under this Lease shall constitute a default by Tenant upon expiration of the applicable grace period, if any. Except for the payment of Rent, which is due on the first day of the month, Tenant shall have a period of seven (7) days from the date it receives written notice from Landlord that any payment under this Lease is due within which to cure any default in the payment of payment. Except as otherwise provided in this Section, Tenant shall have a period of thirty (30) days from the date of written notice from Landlord within which to cure any other default under this Lease.

24.2 Remedies. Upon the occurrence of a default by Tenant that is not cured by Tenant within the applicable grace periods specified in Section 24.1, Landlord shall have all of the following rights and remedies in addition to all other rights and remedies available to Landlord at law or in equity:

24.2.1 The right to terminate Tenant's right to possession of the Premises and to recover (i) all Rent which shall have accrued and remain unpaid through the date of termination; plus (ii) the entire balance of Rent, and Additional Rent, and obligations due under this Lease for the remainder of the Term plus (iii) any other amount necessary to compensate Landlord for all the damages caused by Tenant's failure to perform its obligations under this Lease (including, without limitation, reasonable attorneys' and accountants' fees, costs of alterations of the Premises, interest costs and brokers' fees incurred upon any reletting of the Premises).

24.2.2 The right to continue the Lease in effect after Tenant's breach and recover Rent as it becomes due. Acts of maintenance or preservation, efforts to relet the Premises or the appointment of a receiver upon Landlord's initiative to protect its interest under this Lease shall not of themselves constitute a termination of Tenant's right to possession.

24.2.3 The right and power to enter the Premises and remove therefrom all persons and property, to store such property in a public warehouse or elsewhere at the cost



of and for the account of Tenant, and to sell such property and apply the proceeds therefrom pursuant to applicable law. In such event, Landlord may from time to time sublet the Premises or any part thereof for such term or terms (which may extend beyond the Term) and at such rent and such other terms as Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs to the Premises. Upon each such subletting, rents received from such subletting shall be applied by Landlord, first, to payment of any costs of such subletting (including, without limitation, reasonable attorneys' and accountants' fees, costs of alterations of the Premises, interest costs, and brokers' fees) and of any such alterations and repairs; second, to payment of Base Rent and Additional Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Rent as same becomes due. If any rental or other charges due under such sublease shall not be promptly paid to Landlord by the Tenant, or if such rentals received from such subletting during any month are less than Base Rent and Additional Rent to be paid during that month by Tenant, Tenant shall pay any such deficiency to Landlord the costs of such subletting (including, without limitation, attorneys' and accountants' fees, costs of alterations of the Premises, interest costs and brokers' fees), and any other amounts due Landlord under this Section 24.2. Such deficiency shall be calculated and paid monthly. No taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant. Landlord's subletting the Premises without termination shall not constitute a waiver of Landlord's right to elect to terminate this Lease for such previous breach.

24.2.4 Landlord has the right to specific performance of any or all of Tenant' obligations under this Lease, and to damages for delay in or failure of such performance.

24.3 Remedies Cumulative. The exercise of any remedy provided by law or the provisions of this Lease shall not exclude any other remedies unless they are expressly excluded by this Lease. Tenant hereby waives any right of redemption or relief from forfeiture following termination of, or exercise of any remedy by Landlord with respect to, this Lease.

24.4 Default by Landlord. Should Tenant allege a breach by Landlord under any term of this Lease, Tenant must notify Landlord in writing of the alleged breach, and provide Landlord reasonable time to cure the alleged breach, which shall not be less than thirty (30) days. Nothing contained in this Section shall excuse Tenant from performing all of its obligations under this Lease, including payment of rent and all other monies due. . . Should more than thirty (30) days be reasonably required for cure, then Landlord shall be entitled to additional time provided that Landlord commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

24.4 Limitation of Landlord's Liability. None of Landlord's covenants, undertakings or agreements under this Lease is made or intended as personal covenants, undertakings or agreements by Landlord, or by any of Landlord's shareholders, directors, officers, trustees or constituent partners. All liability for damage or breach or nonperformance by Landlord shall be collectible only out of Landlord's interest from time to time in the Property, and no personal liability is assumed by nor at any time may be asserted against Landlord or any of Landlord's shareholders, directors, officers, trustees or constituent partners; provided, however, that notwithstanding anything to the contrary set forth herein, in no event shall Landlord be liable for punitive, consequential, special, incidental or indirect damages.

24.5 Transfer of Landlord's Interest. Upon transfer of Landlord's interest in the Property, the transferor shall be relieved of all covenants and obligations of Landlord arising under this Lease from and after the closing of such sale, conveyance or transfer, provided the transferee assumes the obligations of Landlord under this Lease from and after the date of

transfer.

**25. Insolvency or Bankruptcy.** The occurrence of any of the following shall, at Landlord's option, constitute a breach of this Lease by Tenant: (i) the appointment of a receiver to take possession of all or substantially all of the assets of Tenant, any Guarantor or the Premises, (ii) an assignment by Tenant or any Guarantor for the benefit of creditors, (iii) any action taken or suffered by Tenant or any Guarantor under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted, (iv) the filing of any voluntary petition in bankruptcy by Tenant or any Guarantor, or the filing of any involuntary petition by creditors of Tenant or any Guarantor, which involuntary petition remains undischarged for a period of ninety (90) days, (v) the attachment, execution or other judicial seizure of all or substantially all of the assets of Tenant or any Guarantor or the Premises, if such attachment or other seizure remains undismissed or undischarged for a period of sixty (60) days after the levy thereof, (vi) the admission of Tenant or any Guarantor in writing of its inability to pay its debts as they become due, (vii) the filing by Tenant or any Guarantor of any answer admitting or failing timely to contest a material allegation of a petition filed against Tenant in any proceeding seeking reorganization, arrangement, composition, readjustment, liquidation or dissolution of Tenant or similar relief, (viii) if within sixty (60) days after the commencement of any proceeding against Tenant or any Guarantor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or (ix) the occurrence of any of the foregoing with respect to any guarantor of Tenant's obligations under this Lease. Upon the occurrence of any such event or at any time thereafter, Landlord may elect to exercise any of its remedies under Section 25 above or any other remedy available at law or in equity. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges under this Lease be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings. If, upon the occurrence of any of the events enumerated above, under applicable law Tenant or the trustee in bankruptcy has the right to affirm this Lease and continue to perform the obligations of Tenant under this Lease, Tenant or such trustee, in such time period as may be permitted by the bankruptcy court having jurisdiction, shall cure all defaults of Tenant outstanding under this Lease as of the date of the affirmation of this Lease and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligations under this Lease. Notwithstanding the provisions of Section 25.1, there shall be no cure periods for any breach or default under this Section 24 except as expressly provided in this Section 25.

**26. Fees and Expenses, Indemnity; Payment.**

**26.1 Landlord's Right to Remedy Defaults.** If Tenant shall default in the performance of any of its obligations under this Lease after notice and expiration of the applicable cure period, Landlord, at any time thereafter and without additional notice, may remedy such default for Tenant's account and at Tenant's reasonable expense, without waiving any other rights or remedies of Landlord with respect to such default. Notwithstanding the foregoing, Landlord shall have the right to cure any failure by Tenant to perform any of its obligations under this Lease without notice to Tenant if such failure results in an immediate threat to life or safety of any person. Notwithstanding anything contained in this Lease, Landlord shall not be liable for, and there shall be no abatement of Rent with respect to, any injury to or interference with Tenant's business arising from the exercise by Landlord of its rights under this Section 26.1.

26.2 Indemnity. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, losses, costs, liabilities, damages and expenses including, without limitation, penalties, fines and reasonable attorneys' fees, to the extent incurred in connection with or arising from the use or occupancy or manner of use or occupancy of the Premises or any injury or damage caused by Tenant, its agents, or any person occupying the Premises through Tenant. Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against any and all loss, cost, damage, expense (including reasonable attorney's fees and court costs at trial and all appellate levels), liability, claims or causes of action existing in favor of or asserted by Owner under the arising out of or relating to Tenant's failure to timely observe and perform any of the tenant's obligations under the which arise on or after the effective Date.

The terms of this Section 26.2 shall survive the expiration or sooner termination of this Lease.

26.3 Interest on Past Due Obligations. Unless otherwise specifically provided herein, any amount due from Tenant to Landlord under this Lease which is not paid within ten (10) days after written notice from Landlord shall bear interest from the due date until paid at the highest legal rate of interest.

## 27. Access to Premises.

27.1 Subject to the rules and regulations of the Lease and state and municipal laws, and the terms of the, Tenant shall have access to the premises 24 hours per day, 365 days per year.

27.2 Landlord reserves for itself and its agents, employees and independent contractors the right to enter the Premises upon at least twenty-four (24) hours notice to inspect the Premises, to make emergency repairs, to supply any service to be provided by Landlord to Tenant its obligations under this Lease, and to alter, improve or repair the Premises or any other portion of the Property. Landlord's right to enter the Premises shall include the right to grant reasonable access to the Premises to governmental or utility employees. Landlord may erect, use and maintain scaffolding, pipes, conduits and other necessary structures in and through the Premises or any other portion of the Building where reasonably required by the character of the work to be Lease performed in making repairs or improvements, provided that the entrance to the Premises shall not be blocked or access interfered with thereby, and that there is no unreasonable interference with the business of Tenant. In the event of an emergency, Landlord shall have the right to enter the Premises at any time on oral notice. Except to the extent caused by Landlord's gross negligence or willful misconduct, Tenant waives any claim for damages for any injury or inconvenience to or interference with Tenant' business, any loss of occupancy or quiet enjoyment of the Premises, any right to abatement of Rent, or any other loss occasioned by Landlord's exercise of any of its rights under this Section 27. Any entry to the Premises or portions thereof obtained by Landlord in accordance with this Section 27 shall not be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof. Landlord shall perform any work pursuant to this Section 27 in a manner designed to cause as little interference with Tenant' use of the Premises as is reasonably practical, provided, however, that Landlord and Tenant shall cooperate as to the timing and staging of any such work. To the extent reasonably practicable, any entry shall occur during normal business hours.

28. **Notices.** Except as otherwise expressly provided in this Lease, any payment required to be made and any bills, statements, notices, demands, requests or other communications given or required to be given under this Lease shall be effective only if rendered or given in writing, sent by personal delivery, registered or certified mail, return receipt requested, or by overnight courier service, addressed (a) to Tenant at Tenant's Address, (b) to Landlord at Landlord's Address, or (c) to such other address as either Landlord or Tenant may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section 28. Any such bill, statement, notice, demand, request or other communication shall be deemed to have been rendered or given on the date of receipt or refusal to accept delivery.

With Notice to Landlord:	Sandbox 101, LLC Abby Laughlin, President 425 Bayshore Drive, Unit 29 Fort Lauderdale, FL 33304
Copy to:	Arnold M. Straus, Jr., Esq. Straus & Eisler, P.A. 10081 Pines Boulevard, Suite C Pembroke Pines FL 33024 (954) 431-2000  Grace Manne, P.A. 1792 Bell Tower Lane Weston, FL 33326 (954) 599-3119
With Notice to Tenant:	Laura Martinez Jennifer Rojas Shahnawaz Mohammad Imran Khan 545 NE 13 <sup>th</sup> Street Fort Lauderdale, Florida 33304
With Notice to Guarantors:	same as Tenant

29. **No Waiver.** Neither this Lease nor any term or provision of this Lease may be waived, and no breach thereof shall be waived, except by a written instrument signed by the party against which the enforcement of the waiver is sought. No failure by Landlord or Tenant to insist upon the strict performance of any obligation of the other party under this Lease or to exercise any right, power or remedy consequent upon a breach thereof, no acceptance of full or partial Base Rent or Additional Rent during the



continuance of any such breach, no course of conduct between Landlord and Tenant, and no acceptance of the keys or to possession of the Premises before the termination of the Term by Landlord or any employee of Landlord shall constitute a waiver of any such breach or a waiver or modification of any term, covenant or condition of this Lease or operate as a surrender of this Lease. No waiver of any breach shall affect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof. No payment by Tenant or receipt by Landlord of a lesser amount than the aggregate of all Base Rent and Additional Rent then due under this Lease shall be deemed to be other than on account of the first items of such Base Rent and Additional Rent then accruing or becoming due, unless Landlord elects otherwise. No endorsement or statement on any check and no letter accompanying any check or other payment of Base Rent or Additional Rent in any such lesser amount and no acceptance by Landlord of any such check or other payment shall constitute an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Base Rent or Additional Rent or to pursue any other legal remedy.

30. **Estoppel Certificates.** Tenant shall execute, acknowledge and deliver to Landlord, an estoppel certificate in form and substance reasonably designated by the Landlord within ten (10) days from written request. Tenant shall cause any guarantor to join in the estoppel certificate for purposes of the certifying that such guaranty remains in full force and effect. It is intended that any such certificate may be relied upon by the party receiving the same and any prospective purchaser, Landlord or mortgagee..

31. **Rules and Regulations.** Tenant shall faithfully observe and comply with and cause all of its employees and invitees to observe and comply with all reasonable rules and regulations which may from time to time be put into effect by Landlord.

32. **Tenant's Taxes.** In addition to all other sums to be paid by Tenant under this Lease, Tenant shall pay, before delinquency, any and all taxes levied or assessed during the Term, whether or not now customary or within the contemplation of the parties, (a) upon, measured by or reasonably attributable to Tenant's improvements, equipment, furniture, fixtures and other personal property located in the Premises, (b) upon or measured by Base Rent or Additional Rent, or both, payable under this Lease, including without limitation any sales, gross receipts or excise tax levied upon or measured by Base Rent or Additional Rent by any governmental body having jurisdiction with respect to the receipt of such rental; (c) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; or (d) upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. Tenant shall reimburse Landlord upon demand for any and all such taxes paid or payable by Landlord (other than state and federal personal or corporate income taxes measured by the net income of Landlord from all sources). Notwithstanding anything to the contrary in this Section 32, Tenant shall have the right to contest any taxes payable by Tenant under this Section provided that Tenant, at its sole cost and expense, diligently undertakes and pursues any such contest in appropriate proceedings, indemnifies Landlord against and holds Landlord harmless from all loss or damages that Landlord shall suffer by reason of such contest, and does not permit any lien to be placed on the Building or any part thereof or interest therein.



### 33. Miscellaneous.

33.1 References. All personal pronouns used in this Lease, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. The use herein of the word "including" or "include" when following any general statement, term or matter shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation", or "but not limited to," or words of similar import) is used with reference thereto. All references to "mortgage" and "mortgagee" shall include deeds of trust and beneficiaries under deeds of trust, respectively. All Exhibits referenced and attached to this Lease are incorporated in this Lease by this reference. The captions preceding the Sections of this Lease have been inserted solely as a matter of convenience, and such captions in no way define or limit the scope or intent of any provision of this Lease.

33.2 Successors and Assigns. The terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise provided herein, their respective personal representatives and successors and assigns; provided, however, that upon the sale, assignment or transfer by Landlord (or by any subsequent Landlord) of its interest in the premises as owner or Tenant, including, without limitation, any transfer upon or in lieu of foreclosure or by operation of law, Landlord (or subsequent Landlord) shall be relieved from all subsequent obligations or liabilities under this Lease, and all obligations subsequent to such sale, assignment or transfer (but not any obligations or liabilities that have accrued prior to the date of such sale, assignment or transfer) shall be binding upon the grantee, assignee or other transferee of such interest. Any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed such subsequent obligations and liabilities.

33.3 Severability. If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall remain in effect and shall be enforceable to the full extent permitted by law.

33.4 Construction. This Lease shall be governed by and construed in accordance with the laws of the State of Florida

33.5 Integration. The terms of this Lease (including, without limitation, the Exhibits to this Lease) are intended by the parties as a final expression of their agreement with respect to such terms as are included in this Lease and may not be contradicted by evidence of any prior or contemporaneous agreement, arrangement, understanding or negotiation (whether oral or written). The parties further intend that this Lease constitutes the complete and exclusive statement of its terms, and no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Lease. Neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Premises, the Building, the Property or this Lease except as expressly set forth herein. The language in all parts of this Lease shall in all cases be construed as a whole and in accordance with its fair meaning and not construed for or against any party by reason of such party having drafted such language.

33.6 Surrender. Upon the expiration or sooner termination of the Term, Tenant

will quietly and peacefully surrender to Landlord the Premises in the condition in which they are required to be kept as provided in this Lease, ordinary wear and tear excepted. Tenant shall leave all tables, coin machines and other fixtures. Tenant may remove furniture and equipment which belong to Tenant, however, Tenant shall be liable for any damage to premises.

33.7 Quiet Enjoyment. Upon Tenant paying the Base Rent and Additional Rent and performing all of Tenant's obligations under this Lease, Tenant may peacefully and quietly enjoy the Premises during the Term as against all persons or entities claiming by, through or under Landlord subject, however, to the provisions of this Lease and to any mortgages or deeds of trust or ground or underlying Leases, and any covenants, restrictions and rules.

33.8 Holding Over. If Tenant shall hold over after the expiration of the Term, Tenant shall pay two hundred percent (200%) of the Base Rent payable during the final full month of the Term (exclusive of abatements, if any), together, in either period, with an amount reasonably estimated by Landlord for the monthly Additional Rent payable under this Lease, and shall otherwise be on the terms and conditions herein specified so far as applicable (but expressly excluding all renewal or extension rights). No holding over by Tenant after the Term shall operate to extend the Term. Any holding over with Landlord's written consent shall be construed as a tenancy at sufferance or from month to month, at Landlord's option. Any holding over without Landlord's written consent shall entitle Landlord to reenter the Premises as provided in Section 21, and to enforce all other rights and remedies provided by law or this Lease.

33.9 Time of Essence. Time is of the essence of each and every provision of this Lease.

33.10 Real Estate Broker. Tenant represents that the only Broker involved in the negotiation of this Lease is:

Jaime Sturgis  
Native Realty  
908 N Flagler Drive  
Fort Lauderdale, FL 33304

33.11 Real Estate Commission. Landlord has agreed to pay real estate commission of six (6) percent of the total rent—for a total amount of \$11,563.25. Fifty (50%) is due upon execution of the Lease and fifty (50%) percent is due 90 days after the expiration of the rent abatement period. Tenant shall indemnify, defend and hold harmless Landlord from and against all claims for any such commissions or fees made for commissions by any other party.

33.12 No Merger. The voluntary or other surrender or termination of this Lease by Tenant, or a mutual cancellation hereof shall not work a merger, but, at Landlord's sole option, shall either terminate all existing subLeases or sub tenancies or shall operate as an assignment to Landlord of all such subLeases or sub tenancies.

33.13 Survival. All of Tenant's and Landlord's covenants and obligations contained in this Lease which by their nature might not be fully performed or capable of performance before the expiration or earlier termination of this Lease shall survive such expiration or earlier termination. No provision of this Lease providing for termination in certain events shall be construed as a limitation or restriction of Landlord's or Tenant's rights and remedies at law or in equity available upon a breach by the other party of this Lease.

33.14 Amendments. No amendments or modifications of this Lease or any agreements in connection therewith shall be valid unless in writing duly executed by both Landlord and Tenant.

33.15 Consent Expenses. Tenant shall reimburse Landlord for, any and all actual, reasonable out-of-pocket costs or expenses paid or incurred by Landlord, including, without limitation, reasonable attorneys' fees, in connection with the review, execution, negotiation or delivery of any so-called "Landlord's waiver", or the negotiation or approval of the terms of, or any instruments associated with, any lien by Tenant (collectively, such expenses, "Consent Expenses"). Tenant shall reimburse Landlord for any Consent Expenses within ten (10) days after the presentation by Landlord to Tenant of invoices therefor.

34. Anti Terrorism. Tenant represents and warrants to and covenants with Landlord that (i) neither Tenant nor any of its affiliates nor any of Tenant's or its affiliates, officers, directors, members, partners, shareholders or other equity interest holders (all of the foregoing persons and entities being referred to herein collectively as the "Tenant Affiliates") currently is, nor shall any of them be, at any time during the Term, in violation of any laws relating to terrorism or money laundering that may now or hereafter be in effect (collectively, the "Anti-Terrorism Laws"), including, without limitation, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, any regulations of the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") related to Specially Designated Nationals and Blocked Persons that may now or hereafter be in effect, and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (as heretofore or hereafter amended, the "USA Patriot Act"); (ii) none of the Tenant Affiliates is nor shall any of them be, during the Term, a Prohibited Person. A "Prohibited Person" is (1) a person or entity owned or controlled by, affiliated with, or acting for or on behalf of, any person or entity that is identified as a "Specially Designated National" on the then most current list published by OFAC at its official website, <http://www.treas.gov/offices/enforcement/ofac/sdn/ftl/sdn.pdf>, or at any replacement website or other replacement official publication of such list, or (2) a person or entity who is identified as, or affiliated with, a person or entity designated as a terrorist, or associated with terrorism or money laundering, pursuant to regulations promulgated in connection with the USA Patriot Act; and (iii) Tenant has taken, and shall continue to take during the Term, reasonably appropriate steps to understand its legal obligations under the Anti-Terrorism Laws and has implemented, and shall continue to implement during the Term, appropriate procedures to assure its continued compliance with the above-referenced laws. Tenant hereby defends, indemnifies, and holds harmless Landlord and its affiliates and their respective officers, directors, members, partners, shareholders and other equity interest holders from and against any and all claims, losses, costs, liabilities, damages and expenses suffered or incurred by any or all of Landlord or any of such other indemnitees arising from, or related to, any breach of the foregoing representations, warranties and covenants. At any time and from time to time during the Term, Tenant shall deliver to Landlord, within ten (10) days after receipt of a written request therefor, a written certification and such other evidence as Landlord may reasonably request evidencing and confirming Tenant compliance with this Section 33.

35. Furniture. Landlord is not leasing any furniture to Tenant as part of this Lease.

36. Attorneys Fees. In the event any action is brought by either party hereunder, the unsuccessful party in such action shall pay to the prevailing party

therein reasonable attorney's fees and costs which shall be fixed by the court.

37. **Landlord's Lien.** Landlord shall have a lien against all of Tenant's fixtures, furnishings, furniture, and equipment in order to secure Tenant's obligations under this Lease, however if Tenant finances equipment, Landlord will subordinate lien to finance company only.

38. **Waiver Of Jury Trial.** LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER IN ANY MATTER ARISING OUT OF THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES OR ANY CLAIM OF INJURY OR DAMAGE.

39. **Delivery For Examination.** DELIVERY OF THE LEASE TO EITHER PARTY SHALL NOT BIND ANY PARTY IN ANY MANNER, AND NO LEASE OR OBLIGATIONS OF LANDLORD OR TENANT SHALL ARISE UNTIL THIS INSTRUMENT IS SIGNED BY BOTH LANDLORD AND TENANT AND DELIVERY IS MADE TO EACH PARTY.

40. **Radon Disclosure.** In accordance with Florida Statute 404.056 effective January 1, 1989, the following information is provided:

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

42. **Landlord's Liability.** Should Tenant obtain a judgment against Landlord, Tenant shall not be entitled to enforce any such judgment against any other asset of Landlord.

[Signature Page to Follow]




IN WITNESS WHEREOF, Landlord and Tenant have each caused their duly authorized representatives to execute this Lease on their behalf as of the date first above written.

Signed in the presence of

LANDLORD

  
Witness:

  
Witness: Marius Zakhara

Sandbox 101, LLC  
a Florida limited liability company

  
By: Abby Laughlin, Manager

Signed in the presence of

TENANT TKLS Investments, LLC

Witness: Carrie Barnes

Witness: Paola Serrano

Witness: Jennifer Bermudez

Witness: Karen Gonzalez

Witness: MD Belucere

Witness: JYB Shabeer

  
Laura Martinez  
Manager TKLS LLC

  
Jennifer Rojas

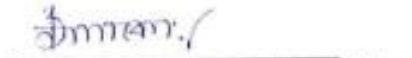
  
Shahnawaz Mohammad Imran Khan  
Member TKLS LLC



Exhibit A

GUARANTY

In consideration of the Landlord granting these premises to the Tenant, and the fact that Landlord would not agree to lease the Premises to Tenant based upon Tenant's financial condition alone, which consideration is good and sufficient, Laura Martinez, Jennifer Rojas, Shahnawaz Mohammad Imran, who are Tenants, hereby absolutely and unconditionally guarantee the full faith and performance of all obligations under this Lease. Tenant and Guarantors shall be liable for all obligations under this Lease, jointly and severally. Upon any default by Tenant under this Lease, Guarantors shall be entitled to receive fifteen (15) days notice to cure, after which Landlord shall be entitled to exercise all remedies as set forth above.

**LEASE**

**between**

**EXPOSITION 603, LLC, a**  
Florida limited liability company

**and**

**843 N ATLANTIC BLVD LLC, a**  
Florida limited liability company

**Property Address**  
**603 NE 13 Street**  
**Fort Lauderdale, FL 33304**

**BUSINESS LEASE**

This LEASE (the "Lease") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2018 between Exposition 603, LLC, a Florida limited liability company (the "Landlord"), and 843 N Atlantic Blvd LLC, a Florida limited liability company (the "Tenant").

In consideration of the mutual covenants and other good and valuable consideration set forth in this Lease, Landlord and Tenant agree to all of the following terms, conditions, rights, and obligations.

1. **Description of Property.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the lower level (east section) of the building located at **603 NE 13 Street, Fort Lauderdale, FL 33304** comprised of approximately 961 square feet ("Property" or "Premises").

2. **Term.** This Lease shall commence on **July 1, 2018**, and terminate on **June 30, 2019**, unless extended under paragraph 3.

3. **Renewal Option.** After the initial term of the Lease, the Lease may be extended on a month to month basis for up to twelve months—but in no event shall the Lease expire later than June 30, 2019. Should Tenant be late in the payment of rent two times or more in any Lease year, this option shall be cancelled and void.

4. **Guarantor** Monty Lalwani and Narain Lalwani shall be liable, as Guarantors under all obligations of this Lease, pursuant to Exhibit "A".

5. **Rent.** The gross amount of rent payable over the initial term shall be **\$11,532.00** payable as forth below, plus Common Area Maintenance (CAM) and sales and use taxes, currently 5.8%.

a. **July 1, 2018 – June 30, 2019** shall be defined as the Commencement Date\* or Effective Date; however this date may be extended by written agreement between Landlord and Tenant.

Annual Base Rent: \$11,532.00  
CAM Annual installment (Additional Rent) : \$ 3,844.00

Tenant shall promptly pay rent plus sales tax to Landlord, in addition to all other amounts due to Landlord under the Lease.

**5.1 Common Area Maintenance.** In addition to the Base Rent and sales tax Tenant acknowledges that it will pay the monthly Common Area Maintenance (CAM) currently estimate at \$4.00 per square foot, based upon the estimated Operating Budget attached hereto as Exhibit "B," which includes real estate taxes, pest control, exterior grounds maintenance, insurance and general administration.

6. **Parking.** The Tenant acknowledges that the parking located on the premises is common and nonexclusive. Landlord makes no representation as to the number of parking spaces that will be available for employees or patrons of Tenant. No more than one vehicle may park on the premises overnight.

**7. Rent, Late Charges and Security Deposit.**

**7.1 Payment of Rent.** Rent, Common Area Maintenance (CAM), Sales Tax, Use Tax and all other obligations due from Tenant shall be payable by Tenant to Landlord or to such other entity designated to Tenant in writing by Landlord, in equal monthly installments on or before the first day of each calendar month, in advance, without offset, deduction or counterclaim, in lawful money of the United States of America. Such payments shall be made at Landlord's Address or at such other place as Landlord shall designate from time to time.

**7.2 Late Charges.** Any Rent payable by Tenant to Landlord under this Lease which is not received by Landlord within five (5) days after the same is due will be automatically subject to a late payment charge of five (5%) percent of the overdue rent payment.

**7.3 Security Deposit.** Tenant agrees to deposit the Security Deposit in the amount of One Thousand (\$1,000.00) Dollars with Landlord. The Security Deposit shall be retained by Landlord as security for the faithful performance and observance by Tenant of its obligations under this Lease, but not to be substituted as rent when rent is due. Except as may otherwise be required by applicable law, (a) Tenant shall not be entitled to any interest on the Security Deposit, (b) Landlord shall not be obligated to hold the Security Deposit in trust or in a separate account, and (c) Landlord shall have the right to commingle the Security Deposit with its other funds. If Tenant defaults under this Lease, Landlord may, but is not obligated to, apply the whole or any part of the Security Deposit to the extent required for the payment of any Rent or other sums payable under this Lease as to which Tenant is in default or on account of any sum which Landlord may expend or may be required to expend by reason of Tenant's default. If any portion of the Security Deposit is applied by Landlord for any such purpose, Tenant shall, within ten (10) days after demand is made by Landlord, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Unless Landlord claims against the Security Deposit, as set forth above, or pursuant to Florida Statutes, Chapter 83, Tenant shall be entitled refund of Security Deposit after the time set forth in Florida Statutes, Chapter 83. IF Landlord sells the Building and the Property, Landlord may transfer the Security Deposit to the purchaser subject to the terms of this Lease, whereupon Landlord shall be released by Tenant from all liability for the return of the Security Deposit and Tenant shall look solely to the new Landlord for its return.

**7.4 Additional Rent.** All payments due from Tenant to Landlord other than Base Rent shall be considered Additional Rent.

**8. Sales Tax.**

Tenant shall pay to Landlord all amounts of the sales and use tax imposed by the State of Florida and all government authorities, on Rent, Additional Rent, and other charges payable hereunder, as required by Florida law—which is currently 5.8%.



9. **Payments Due**

Upon Execution of Lease. Upon execution of Lease, Tenant shall pay to Landlord the following amounts:

Rent:	\$961.00
Sales tax:	\$72.32
CAM:	\$320.33
Security Deposit	\$1,000.00
Last Month's Rent	\$961.00 plus sales tax

10. **Possession.**

10.1 Condition of Premises.

Tenant agrees that Tenant is familiar with the condition of the Premises, and Tenant hereby accepts the foregoing on an "AS-IS," "WHERE-IS" basis except as set forth herein and expressly delineated in Article 10.2 below. Tenant acknowledges that Landlord has not made any representation as to the condition of the foregoing or the suitability of the foregoing for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of the foregoing. Landlord shall not be obligated to make any repairs, replacements or improvements (whether structural or otherwise) of any kind or nature to the foregoing in connection with, or in consideration of, this Lease, except as set forth herein.

10.2 Landlord's Improvements or repairs. The Landlord shall have no obligation to make any repairs, alterations or additions to the Property except for exterior structural (roof, walls, but not exterior or interior windows).

10.3 Air-conditioning, Plumbing, Electrical systems. Currently the premises are not air conditioned, and there is no functioning plumbing in this exclusively warehouse space.

11. **Use; Compliance with Law.**

11.1 Permitted Use. Currently, the Premises shall be used for warehouse storage only and may not be used for any retail operations.

11.2 No Nuisance. Tenant shall not allow, suffer or permit the Premises or any use thereof to constitute a nuisance.

12. **Hazardous Substances.**

12.1 Definitions. "Hazardous Substance" shall mean any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority having jurisdiction. The term "Hazardous Substance" includes, without limitation, any material or substance which is (i) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (ii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), (iii) defined as a "hazardous

substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601), (iv) petroleum or (v) asbestos or asbestos-containing materials.

12.2 Compliance with Law. Tenant shall conduct, and cause to be conducted, all operations and activity at the Premises in compliance with, and in all other respects shall comply with, all applicable present and future federal, state, municipal and other governmental statutes, ordinances, regulations, orders, directives and other requirements, and all present and future requirements of common law, concerning the protection of public health, safety or the environment (collectively "Environmental Statutes"), including, but not limited to, the disposal of chemicals.

12.3 Permits. Tenant, in a timely manner, shall, to the extent required due to Tenant's use of the Premises or arising out of Tenant's actions at the Property, obtain and maintain in full force and effect all permits, licenses, and approvals, and shall make and file all notifications and registrations as required by law. Tenant shall at all times comply with the conditions of any such permits, licenses, approvals, zoning, notifications, and registrations.

12.4 Inspection. Upon not less than twenty-four (24) hours' prior telephonic or written notice (except in case of an emergency in which event Landlord shall provide such telephonic or written notice as Landlord is able to under the circumstances), Tenant agrees to permit Landlord and its authorized representatives to enter, inspect and assess the Premises at reasonable times for the purpose of determining Tenant's compliance with the provisions of this Section 12.

12.5 Indemnification. Notwithstanding any other provision in this Lease to the contrary, Tenant hereby agrees to indemnify and to hold harmless Landlord and its officers, directors, shareholders, partners and principals of, from and against any and all expense, loss, cost, claim, damage, penalty, fine, or liability of any kind or nature suffered by Landlord by reason of the presence or release of Hazardous Substances at or from the Premises or the Property, or any violation of Environmental Statutes by the Premises or the Property, as a result of the acts or omissions of Tenant or Tenant's breach of any of the provisions of this Section 12, including without limitation: (A) any and all expenses that Landlord may incur in complying with any Environmental Statutes, (B) any and all costs that Landlord may incur in monitoring, studying, assessing, containing, removing, remedying, mitigating, or otherwise responding to, the presence or release of any Hazardous Substance at or from the Premises or the Property, (C) any and all costs for which Landlord may be liable to any governmental agency for monitoring, studying, assessing, containing, removing, remedying, mitigating, or otherwise responding to, the presence or release of any Hazardous Substance at or from the Premises or the Property, (D) any and all fines or penalties assessed, or threatened to be assessed, upon Landlord by reason of a failure of Tenant to comply with any obligations, covenants or conditions set forth in this Section, and (E) any and all reasonable legal fees and costs incurred by Landlord in connection with any of the foregoing. Tenant's obligations under this Section shall survive the expiration or earlier termination of the Term of this Lease. Notwithstanding anything to the contrary in this Section 12, Tenant shall have no liability to Landlord with respect to Hazardous Substances present at the Property due to the acts or omissions of any party other than Tenant and the Tenant Parties.

13. Signage. Tenant, at Tenant's sole cost and expense, shall be entitled to install signage on the Premises as allowed by Landlord. All such signage must comply with applicable laws, ordinances, rules and regulations, and the requirements of any declaration

of protective covenants or comparable instrument binding upon the Property. All signage shall be removed by Tenant at its sole cost on, or prior to, the expiration of this Lease, or termination under these terms, and Tenant shall repair all damage resulting from such removal.

14.1 Landlord's consent. Tenant shall not make or allow to be made any alterations, additions or improvements in or to the Premises (collectively, "Alterations") without first obtaining Landlord's written consent based on detailed plans and specifications submitted by Tenant, which consent shall not withheld unreasonably. Tenant shall not affect any Building Systems or the structural integrity of the Building.

14.2 Permits. Tenant shall obtain all permits for all work.

14.3 Workmanlike Manner. Tenant agrees that all such work (regardless of whether Landlord's consent is required) shall be done at Tenant's sole cost and expense, in accordance with the plans and specifications approved by Landlord and in a good and workmanlike manner, that the structural integrity of the Building shall not be impaired.

14.4 Removal of Property. Unless otherwise elected by Landlord as hereinafter provided, all Alterations made by Tenant shall become the property of Landlord and shall be surrendered to Landlord upon the expiration or earlier termination of this Lease, except as otherwise set forth in this Lease.

15. Repairs and Other Work.

15.1 Tenant Obligations.

15.1.1 Tenant shall maintain in good, clean and sanitary order and condition the Premises, including without limiting the generality of the foregoing, all heating, air conditioning, and ventilating systems ("HVAC Systems"), plumbing, electrical, lighting facilities and equipment within the Premises, fixtures, interior walls, ceilings, decking, floors, windows, doors, plate glass and skylights located within the Premises, and signs (except Landlord's signs, if any) located on the Premises. Tenant shall enter into a preventative maintenance contract ("HVAC Maintenance Contract") for the HVAC Systems on terms and with a provider reasonably acceptable to Landlord, which contract shall call for quarterly maintenance, inspection and repair of such HVAC Systems. Tenant shall be responsible for the performance of any and all required repairs and replacements.

15.1.2 Tenant will not overload the electrical wiring serving the Premises or within the Premises, and will install at its expense, subject to the provisions of this Lease, any additional electrical wiring which may be required in connection with Tenant's apparatus.

15.1.3 Tenant will repair, at its expense, any damage to the Premises, or to the Property, arising out of Tenant's use or occupancy thereof, including damage caused by bringing into the Premises any property for Tenant's use or by the installation or removal of such property, all regardless of fault, or by whom such damage shall be caused, unless caused by Landlord, its agents, employees, or contractors.

15.1.4 If Tenant fails to perform Tenant's obligations under this Section 15, Landlord may enter upon the Premises after ten (10) days' prior written notice to



Tenant (except in the event of an emergency, in which case no notice shall be required), perform such obligations on Tenant' behalf, and put the Premises in good order, condition and repair, and Tenant shall promptly pay to Landlord for all costs and damages incurred within ten (10) days of written demand by Landlord, after which interest shall accrue thereon at ten(10%) per cent.

**15.2 Conditions Applicable to Repairs and Other Work.** All repairs, replacements and reconstruction (including, without limitation, all Alterations) made by or on behalf of Tenant shall be made and performed: (a) at Tenant' cost and expense and at such time and in such manner as Landlord may reasonably designate, (b) by contractors or mechanics reasonably approved by Landlord, (c) at least equal in quality of materials and workmanship to the original work or installation, (d) in accordance with such reasonable requirements as Landlord may impose with respect to insurance to be obtained by Tenant in connection with the proposed work, (e) in accordance with all applicable laws and regulations of governmental authorities having jurisdiction over the Premises, and (f) Tenant shall provide Landlord with as built drawings of such Alterations.

**15.3 Landlord's and Tenant's Obligations.** Landlord shall be responsible for the performance of all repair, maintenance and replacement of all structural elements, roof and exterior walls of the Building, excluding windows. Should Tenant cause damage to any portion of the Property and Landlord becomes liable to its Landlord under the Tenant shall reimburse Landlord for all reasonable costs paid or incurred by Landlord for such work upon demand as Additional Rent.

**16. Liens.** Tenant shall keep the Premises and the Property free from any liens arising out of any work performed or material furnished to or for the Premises by or for Tenant. If Tenant shall not, within ten (10) days following notice of the imposition of any such lien, cause same to be released of record by payment or posting of a bond satisfactory to Landlord, Landlord, in addition to all other remedies provided under this Lease and by law, shall have the right (but not the obligation) to cause the lien to be released by such means as Landlord shall deem proper, including, without limitation, payment of the claim giving rise to such lien. All such sums reasonably paid by Landlord and all expenses incurred by it in connection therewith shall be considered Additional Rent and shall be payable by Tenant within ten (10) days after receipt of written demand, together with interest at the highest legal rate.. Tenant shall indemnify, defend and hold harmless Landlord and its agents, employees and contractors from and against any damages, losses or costs arising out of any such claim and from any liens or encumbrances arising from any work performed by Tenant or on behalf of Tenant in the Premises or the Property. Tenant' indemnification of Landlord contained in this Paragraph shall survive the expiration or earlier termination of this Lease. All of the aforesaid rights of Landlord shall be in addition to any remedies which either Landlord or Tenant may have available to them at law or in equity. Notwithstanding anything in this Lease to the contrary, Tenant is not authorized to act for or on behalf of Landlord as Landlord's agent or otherwise, for any purposes of constructing improvements, additions or alterations to the Premises. In entering into Contracts for tenant improvements or repairs, Tenant shall include the following language:

THE INTEREST OF THE LANDLORD UNDER THE LEASE SHALL NOT BE SUBJECT TO OR LIABLE FOR ANY LIENS OR ENCUMBRANCES INCURRED BY TENANT OR TENANT'S AGENTS.

17. Subordination.

17.1 This Lease shall be subject and subordinate to all mortgages encumbering the Property, and Tenant shall attorn to and become the Tenant of the successor in interest to Landlord at the option of such successor in interest. The provisions of this Section shall be self-operative and no further instrument shall be required to effect the provisions of this Section.

17.2 If any mortgage is foreclosed, or Landlord's interest under this Lease is conveyed or transferred in lieu of foreclosure: neither the mortgagee nor any person or entity acquiring title to the Property as a result of foreclosure or trustee's sale, nor any successor or assign of either of the foregoing, shall be (i) liable for any default by Landlord, (ii) bound by or liable for any payment of Rent which may have been made more than thirty (30) days before the due date of such installment, (iii) subject to any defense or offset which Tenant may have to the payment of Rent or other performance under this Lease arising from any default by Landlord, or (iv) bound by any amendment or modification to this Lease made without the consent of such mortgagee if such mortgagee's consent thereto is required.

17.3 Within ten (10) days following request by Landlord, Tenant agrees to execute any documents reasonably required to effectuate the foregoing subordination or such other reasonable and customary SNDA submitted by Landlord to Tenant, which documents may contain such other terms as any mortgagee or prospective mortgagee may reasonably require, or to make this Lease prior to the lien of any mortgage, deed of trust or underlying Lease, as the case may be.

17.4 Tenant agrees to simultaneously give to any party holding a mortgage encumbering the Building, by registered or certified mail, a copy of any notice of default served upon Landlord provided Tenant has been notified in writing of the names and addresses of such mortgagee(s) and such parties shall have the same cure rights as Landlord has under this Lease.

18. Inability to Perform. If, by reason of acts of God, governmental restrictions, strikes, labor disturbances, shortages of materials or supplies, actions or inactions of governmental authorities or any other cause or event beyond Landlord's or Tenant's reasonable control (collectively, "Force Majeure Events"), Landlord is unable to furnish or is delayed in furnishing any utility or service required to be furnished Tenant shall not have any right of offset, deduction or abatement of Rent by reason of inconvenience or annoyance to such other party, or otherwise. The terms of this Section 18 shall not be applicable to or excuse any failing on the part of Tenant to satisfy Tenant's obligations to pay Rent or other required payments to Landlord.



## 19. Destruction.

19.1 Repair. Subject to the provisions of Section 19, if any portion of the Building is damaged by fire, earthquake, flood or other casualty, Landlord shall proceed immediately to make such repairs in accordance with Section 19.4.

19.2 Tenant's Right to Terminate. If (i) such damage causes more than fifty percent (50%) of the Premises to be untenantable by Tenant and, (ii) in the reasonable estimate of an independent architect or contractor (the "Damage Estimate"), such damage cannot be repaired within six (6) months after the date of the event causing such damage and (iii) such casualty was not caused by the Tenant (a "Tenant Casualty"), then Tenant may terminate this Lease by delivery of written notice to Landlord within thirty (30) days after the date on which the Damage Estimate is delivered to Tenant by Landlord. In the event of a termination pursuant to this Section, the termination shall be effective as of the date upon which Landlord received timely notice from Tenant terminating the Lease. Upon termination, Rent shall be apportioned as of the date of the damage and, provided Tenant is not in default, all prepaid Rent shall be repaid to Tenant. Landlord agrees to provide Tenant with such estimate within thirty (30) days after Landlord has received written notice of such casualty.

19.3 Landlord's Right to Terminate. If Landlord determines, in its sole discretion, that Landlord will not repair the premises, Landlord shall notify Tenant within thirty (30) days of the casualty, and this Lease shall be terminated. Tenant shall cooperate with Landlord during the construction.

19.4 Landlord's Repairs. If Landlord determines to repair the Premises, Landlord shall make the repairs in a timely and workmanlike manner; however, Tenant shall have no right to require the completion of any repairs by any date certain.

19.5 Adjustment of Rent. If a casualty renders all or part of the Premises untenantable, Rent shall proportionately abate commencing on the date of the casualty and ending when the Premises are delivered to Tenant with Landlord's restoration obligation substantially complete. The extent of the abatement shall be based upon the portion of the Premises rendered untenantable, inaccessible or unfit for use in a reasonable business manner for the purposes stated in this Lease.

19.6 Waiver of Subrogation. Tenant waives subrogation against Landlord and any mortgagee under all circumstances.

## 20. Insurance.

20.1 Insurance on Tenant's Property. Tenant shall procure at its cost and expense and keep in effect during the Term insurance coverage for all risks of physical loss or damage insuring the full replacement value of Alterations, Tenant's trade fixtures, furnishings, equipment, plate glass, signs and all other items of Tenant Owned Property and other personal property of Tenant. Landlord shall not be liable for any damage or damages of any nature whatsoever to persons or property caused by explosion, fire, theft or breakage, vandalism, falling plaster, by sprinkler, drainage or plumbing systems, or air conditioning equipment, by the interruption of any public utility or service, by steam, gas, electricity, water, rain or other substances leaking, issuing or flowing into any part of the Premises, by natural occurrence, acts of the public enemy, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or by anything done or omitted to be done by any Tenant.

occupant or person in the Building, it being agreed that Tenant shall be responsible for obtaining appropriate insurance to protect its interests.

20.2 Tenant's Liability Insurance. Tenant shall procure at its cost and expense and maintain throughout the Term commercial general liability insurance applicable to the Premises with a minimum combined single limit of liability of One Million Dollars (\$1,000,000.00), statutory worker's compensation insurance, and employer's liability insurance with a One Million Dollar (\$1,000,000.00) minimum limit covering all of Tenant's employees. Such liability insurance shall include, without limitation, products and completed operations liability insurance, fire and legal liability insurance, and such other coverage as Landlord may reasonably require from time to time. At Landlord's request Tenant shall increase such insurance coverage to a level that is commercially reasonably required by Landlord.

20.3 Workers Compensation. Tenant shall maintain Worker's Compensation insurance for full coverage as required by State of Florida.

20.4 Form of Policies. Tenant's insurance shall be issued by companies authorized to do business in the State of Florida. Tenant shall have the right to provide insurance coverage pursuant to blanket policies obtained by Tenant if the blanket policies expressly afford coverage required by this Section 20. All insurance policies required to be carried by Tenant under this Lease (except for worker's compensation insurance) shall (i) name Landlord, and any other reasonable number of parties designated by Landlord as additional insureds, (ii) as to liability coverages, be written on an "occurrence" basis, (iii) provide that Landlord shall receive thirty (30) days' notice from the insurer before any cancellation or change in coverage, and (iv) contain a provision that no act or omission of Tenant shall affect or limit the obligation of the insurer to pay the amount of any loss sustained. Each such policy shall contain a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord. Tenant shall deliver reasonably satisfactory evidence of such insurance to Landlord on or before the date Tenant first enters or occupies the Premises, and thereafter at least thirty (30) days before the expiration dates of expiring policies. Notwithstanding the foregoing, if any such insurance expires without having been renewed by Tenant, Landlord shall have the option, in addition to Landlord's other remedies to procure such insurance for the account of Tenant immediately and without notice to Tenant, and the cost thereof shall be paid to Landlord as Additional Rent. The limits of the insurance required under this Lease shall not limit liability of Tenant.

20.5 Compliance with Insurance Requirements. Tenant shall not do anything, or suffer or permit anything to be done, in or about the Premises that shall invalidate or be in conflict with the provisions of any fire or other insurance policies covering the Building. Tenant, at Tenant's expense, shall comply with, and shall cause all occupants of the Premises to comply with, all applicable customary rules, orders, regulations or requirements of any board of fire underwriters or other similar body.

## 21. Eminent Domain.

21.1 Effect of Taking. If all of the Premises is condemned or taken in any permanent manner before or during the Term for any public or quasi-public use, or any permanent transfer of the Premises is made in avoidance of an exercise of the power of eminent domain (each of which events shall be referred to as a "taking"), this Lease shall automatically terminate as of the date of the vesting of title as a result of such taking. If a part of the Premises is so taken, this Lease shall automatically terminate as to the portion of the Premises so taken as of the date of the vesting of title as a result of such taking. If such portion of the Property is taken as to render the balance of the Premises unusable by Tenant for the Permitted Use, as

reasonably determined by Tenant and Landlord, this Lease may be terminated by Landlord or Tenant, as of the date of the vesting of title as a result of such taking, by written notice to the other party given within sixty (60) days following notice to Landlord of the date on which said vesting will occur. If this Lease is not terminated as a result of any taking, Landlord shall restore the Building to an architecturally whole unit; provided, however, that Landlord shall not be obligated to expend on such restoration more than the amount of condemnation proceeds actually received by Landlord.

21.2 Award. Landlord shall be entitled to the entire award for any taking, including, without limitation, any award made for the value of the Leasehold estate created by this Lease. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award that may be made in any taking, together with any and all rights of Tenant now or hereafter arising in or to such award or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any separate award made to Tenant for its relocation expenses, the taking of personal property and fixtures belonging to Tenant, the unamortized value of improvements made or paid for by Tenant or the interruption of or damage to Tenant's business.

21.3 Adjustment of Rent. In the event of a partial taking that does not result in a termination of this Lease as to the entire Premises, Base Rent and Additional Rent shall be equitably adjusted in relation to the portions of the Premises and Building taken or rendered unusable by such taking.

21.4 Temporary Taking. If all or any portion of the Premises is taken for a limited period of time before or during the Term, this Lease shall remain in full force and effect; provided, however, that Rent shall abate during such limited period in proportion to the portion of the Premises taken by such taking. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any separate award made to Tenant for its relocation expenses, the taking of personal property and fixtures belonging to Tenant, the unamortized value of improvements made or paid for by Tenant or the interruption of or damage to Tenant's business. Any temporary taking of all or a portion of the Premises which continues for six (6) months shall be deemed a permanent taking of the Premises or such portion.

22. Assignment; Subleasing. No portion of the Property shall be leased, nor shall this Lease be assigned by Tenant without the express written consent from Landlord, upon such terms as Landlord deems appropriate, except to wholly-owned parent or subsidiary of Tenant and further provided use of premises remains the same)

23. Utilities.

23.1 Electric. Electric to the individual units are separately metered and all electric must be in the name of Tenant. Tenant shall pay the utilities directly to the providing utility company.

23.2 Water and Sewer. Water, Sewer, and Trash are the Tenant's responsibility and will be billed monthly to Tenant; bills will be apportioned based



upon square footage. Tenant shall pay the water and sewer directly to the providing city or company.

23.3 Certain Services. Tenant shall contract separately for the provision, at Tenant's sole cost, of janitorial service and trash removal for the Premises and Landlord will have no obligation to provide any such services to the Premises.

23.4 Involuntary Cessation of Services. Landlord reserves the right, without any liability to Tenant and without affecting Tenant's covenants and obligations hereunder, to stop service of any or all of the HVAC Systems, electric, sanitary, and other systems serving the Premises, or to stop any other services required by Landlord under this Lease, whenever and for so long as may be necessary by reason of (i) accidents, emergencies, strikes, or the making of repairs or changes which Landlord, in good faith, deems necessary or (ii) any other cause beyond Landlord's reasonable control. No such interruption of service shall be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease, including, but not limited to, the obligation to pay Rent; provided, however, that if any interruption of services persists for a period in excess of five (5) consecutive business days Tenant shall, as Tenant's sole remedy, be entitled to a proportionate abatement of Rent to the extent, if any, of any actual loss of use of the Premises by Tenant.

#### 24. Default.

24.1 Events of Default by Tenant. Except as otherwise provided in this Lease, the failure to perform or honor any covenant, condition or other obligation of Tenant or the failure of any representation made by Tenant under this Lease shall constitute a default by Tenant upon expiration of the applicable grace period, if any. Except for the payment of Rent, which is due on the first day of the month, Tenant shall have a period of seven (7) days from the date it receives written notice from Landlord that any payment under this Lease is due within which to cure any default in the payment of payment. Except as otherwise provided in this Section, Tenant shall have a period of thirty (30) days from the date of written notice from Landlord within which to cure any other default under this Lease.

24.2 Remedies. Upon the occurrence of a default by Tenant that is not cured by Tenant within the applicable grace periods specified in Section 24.1, Landlord shall have all of the following rights and remedies in addition to all other rights and remedies available to Landlord at law or in equity:

24.2.1 The right to terminate Tenant's right to possession of the Premises and to recover (i) all Rent which shall have accrued and remain unpaid through the date of termination; plus (ii) the entire balance of Rent, and Additional Rent, and obligations due under this Lease for the remainder of the Term plus (iii) any other amount necessary to compensate Landlord for all the damages caused by Tenant's failure to perform its obligations under this Lease (including, without limitation, reasonable attorneys' and accountants' fees, costs of alterations of the Premises, interest costs and brokers' fees incurred upon any reletting of the Premises).

24.2.2 The right to continue the Lease in effect after Tenant's breach and recover Rent as it becomes due. Acts of maintenance or preservation, efforts to relet the Premises or the appointment of a receiver upon Landlord's initiative to protect its interest under this Lease shall not of themselves constitute a termination of Tenant's right to possession.

24.2.3 The right and power to enter the Premises and remove therefrom all persons and property, to store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant, and to sell such property and apply the proceeds therefrom pursuant to applicable law. In such event, Landlord may from time to time sublet the Premises or any part thereof for such term or terms (which may extend beyond the Term) and at such rent and such other terms as Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs to the Premises. Upon each such subletting, rents received from such subletting shall be applied by Landlord, first, to payment of any costs of such subletting (including, without limitation, reasonable attorneys' and accountants' fees, costs of alterations of the Premises, interest costs, and brokers' fees) and of any such alterations and repairs; second, to payment of Base Rent and Additional Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Rent as same becomes due. If any rental or other charges due under such sublease shall not be promptly paid to Landlord by the Tenant, or if such rentals received from such subletting during any month are less than Base Rent and Additional Rent to be paid during that month by Tenant, Tenant shall pay any such deficiency to Landlord the costs of such subletting (including, without limitation, attorneys' and accountants' fees, costs of alterations of the Premises, interest costs and brokers' fees), and any other amounts due Landlord under this Section 24.2. Such deficiency shall be calculated and paid monthly. No taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant. Landlord's subletting the Premises without termination shall not constitute a waiver of Landlord's right to elect to terminate this Lease for such previous breach.

24.2.4 Landlord has the right to specific performance of any or all of Tenant's obligations under this Lease, and to damages for delay in or failure of such performance.

24.3 Remedies Cumulative. The exercise of any remedy provided by law or the provisions of this Lease shall not exclude any other remedies unless they are expressly excluded by this Lease. Tenant hereby waives any right of redemption or relief from forfeiture following termination of, or exercise of any remedy by Landlord with respect to, this Lease.

24.4 Default by Landlord. Should Tenant allege a breach by Landlord under any term of this Lease, Tenant must notify Landlord in writing of the alleged breach, and provide Landlord reasonable time to cure the alleged breach, which shall not be less than thirty (30) days. Nothing contained in this Section shall excuse Tenant from performing all of its obligations under this Lease, including payment of rent and all other monies due. . . Should more than thirty (30) days be reasonably required for cure, then Landlord shall be entitled to additional time provided that Landlord commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

24.4 Limitation of Landlord's Liability. None of Landlord's covenants, undertakings or agreements under this Lease is made or intended as personal covenants, undertakings or agreements by Landlord, or by any of Landlord's shareholders, directors, officers, trustees or constituent partners. All liability for damage or breach or nonperformance by Landlord shall be collectible only out of Landlord's interest from time to time in the Property, and no personal liability is assumed by nor at any time may be asserted against Landlord or any of



Landlord's shareholders, directors, officers, trustees or constituent partners; provided, however, that notwithstanding anything to the contrary set forth herein, in no event shall Landlord be liable for punitive, consequential, special, incidental or indirect damages.

**24.5 Transfer of Landlord's Interest.** Upon transfer of Landlord's interest in the Property, the transferor shall be relieved of all covenants and obligations of Landlord arising under this Lease from and after the closing of such sale, conveyance or transfer, provided the transferee assumes the obligations of Landlord under this Lease from and after the date of transfer.

**25. Insolvency or Bankruptcy.** The occurrence of any of the following shall, at Landlord's option, constitute a breach of this Lease by Tenant: (i) the appointment of a receiver to take possession of all or substantially all of the assets of Tenant, any Guarantor or the Premises, (ii) an assignment by Tenant or any Guarantor for the benefit of creditors, (iii) any action taken or suffered by Tenant or any Guarantor under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted, (iv) the filing of any voluntary petition in bankruptcy by Tenant or any Guarantor, or the filing of any involuntary petition by creditors of Tenant or any Guarantor, which involuntary petition remains undischarged for a period of ninety (90) days, (v) the attachment, execution or other judicial seizure of all or substantially all of the assets of Tenant or any Guarantor or the Premises, if such attachment or other seizure remains undismissed or undischarged for a period of sixty (60) days after the levy thereof, (vi) the admission of Tenant or any Guarantor in writing of its inability to pay its debts as they become due, (vii) the filing by Tenant or any Guarantor of any answer admitting or failing timely to contest a material allegation of a petition filed against Tenant in any proceeding seeking reorganization, arrangement, composition, readjustment, liquidation or dissolution of Tenant or similar relief, (viii) if within sixty (60) days after the commencement of any proceeding against Tenant or any Guarantor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or (ix) the occurrence of any of the foregoing with respect to any guarantor of Tenant' obligations under this Lease. Upon the occurrence of any such event or at any time thereafter, Landlord may elect to exercise any of its remedies under Section 25 above or any other remedy available at law or in equity. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges under this Lease be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings. If, upon the occurrence of any of the events enumerated above, under applicable law Tenant or the trustee in bankruptcy has the right to affirm this Lease and continue to perform the obligations of Tenant under this Lease, Tenant or such trustee, in such time period as may be permitted by the bankruptcy court having jurisdiction, shall cure all defaults of Tenant outstanding under this Lease as of the date of the affirmance of this Lease and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant' obligations under this Lease. Notwithstanding the provisions of Section 25.1, there shall be no cure periods for any breach or default under this Section 24 except as expressly provided in this Section 25.

**26. Fees and Expenses, Indemnity, Payment.**

**26.1 Landlord's Right to Remedy Defaults.** If Tenant shall default in the performance of any of its obligations under this Lease after notice and expiration of the applicable cure period, Landlord, at any time thereafter and without additional notice, may remedy such default for Tenant' account and at Tenant' reasonable expense, without waiving

any other rights or remedies of Landlord with respect to such default. Notwithstanding the foregoing, Landlord shall have the right to cure any failure by Tenant to perform any of its obligations under this Lease without notice to Tenant if such failure results in an immediate threat to life or safety of any person. Notwithstanding anything contained in this Lease, Landlord shall not be liable for, and there shall be no abatement of Rent with respect to, any injury to or interference with Tenant's business arising from the exercise by Landlord of its rights under this Section 26.1.

26.2 Indemnity. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, losses, costs, liabilities, damages and expenses including, without limitation, penalties, fines and reasonable attorneys' fees, to the extent incurred in connection with or arising from the use or occupancy or manner of use or occupancy of the Premises or any injury or damage caused by Tenant, its agents, or any person occupying the Premises through Tenant. Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against any and all loss, cost, damage, expense (including reasonable attorney's fees and court costs at trial and all appellate levels), liability, claims or causes of action existing in favor of or asserted by Owner under the arising out of or relating to Tenant's failure to timely observe and perform any of the tenant's obligations under the which arise on or after the effective Date.

The terms of this Section 26.2 shall survive the expiration or sooner termination of this Lease.

26.3 Interest on Past Due Obligations. Unless otherwise specifically provided herein, any amount due from Tenant to Landlord under this Lease which is not paid within ten (10) days after written notice from Landlord shall bear interest from the due date until paid at the highest legal rate of interest.

#### 27. Access to Premises.

27.1 Subject to the rules and regulations of the Lease and state and municipal laws, and the terms of the, Tenant shall have access to the premises 24 hours per day, 365 days per year.

27.2 Landlord reserves for itself and its agents, employees and independent contractors the right to enter the Premises upon at least twenty-four (24) hours' notice to inspect the Premises, to make emergency repairs, to supply any service to be provided by Landlord to Tenant its obligations under this Lease, and to alter, improve or repair the Premises or any other portion of the Property. Landlord's right to enter the Premises shall include the right to grant reasonable access to the Premises to governmental or utility employees. Landlord may erect, use and maintain scaffolding, pipes, conduits and other necessary structures in and through the Premises or any other portion of the Building where reasonably required by the character of the work to be Lease performed in making repairs or improvements, provided that the entrance to the Premises shall not be blocked or access interfered with thereby, and that there is no unreasonable interference with the business of Tenant. In the event of an emergency, Landlord shall have the right to enter the Premises at any time on oral notice. Except to the extent caused by Landlord's gross negligence or willful misconduct, Tenant waives any claim for damages for any injury or inconvenience to or interference with Tenant' business, any loss of occupancy or quiet enjoyment of the Premises, any right to abatement of Rent, or any other loss occasioned by Landlord's exercise of any of its rights under this Section 27. Any entry to the Premises or portions thereof obtained by Landlord in accordance with this Section 27 shall not be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction, actual or constructive, of Tenant from

the Premises or any portion thereof. Landlord shall perform any work pursuant to this Section 27 in a manner designed to cause as little interference with Tenant' use of the Premises as is reasonably practical, provided, however, that Landlord and Tenant shall cooperate as to the timing and staging of any such work. To the extent reasonably practicable, any entry shall occur during normal business hours.

28. **Notices.** Except as otherwise expressly provided in this Lease, any payment required to be made and any bills, statements, notices, demands, requests or other communications given or required to be given under this Lease shall be effective only if rendered or given in writing, sent by personal delivery, registered or certified mail, return receipt requested, or by overnight courier service, addressed (a) to Tenant at Tenant's Address, (b) to Landlord at Landlord's Address, or (c) to such other address as either Landlord or Tenant may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section 28. Any such bill, statement, notice, demand, request or other communication shall be deemed to have been rendered or given on the date of receipt or refusal to accept delivery.

With Notice to Landlord:                      Exposition 603, LLC  
Abby Laughlin, Manager  
425 Bayshore Drive, Unit 29  
Fort Lauderdale, FL 33304

Copy to:    Arnold M. Straus, Jr., Esq.  
Straus & Eisler, P.A.  
10081 Pines Boulevard, Suite C  
Pembroke Pines FL 33024  
(954) 431-2000

Grace Manne, P.A.  
1792 Bell Tower Lane  
Weston, FL 33326  
(954) 599-3119

With Notice to Tenant:                      843 N Atlantic Blvd LLC  
Monty Lalwani and Narain Lalwani,  
Managers  
843 N Fort Lauderdale Beach Blvd.  
Fort Lauderdale, FL 33304

With Notice to Guarantors:                      same as Tenant

29. **No Waiver.** Neither this Lease nor any term or provision of this Lease may be waived, and no breach thereof shall be waived, except by a written instrument signed by the party against which the enforcement of the waiver is sought. No failure by



Landlord or Tenant to insist upon the strict performance of any obligation of the other party under this Lease or to exercise any right, power or remedy consequent upon a breach thereof, no acceptance of full or partial Base Rent or Additional Rent during the continuance of any such breach, no course of conduct between Landlord and Tenant, and no acceptance of the keys or to possession of the Premises before the termination of the Term by Landlord or any employee of Landlord shall constitute a waiver of any such breach or a waiver or modification of any term, covenant or condition of this Lease or operate as a surrender of this Lease. No waiver of any breach shall affect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof. No payment by Tenant or receipt by Landlord of a lesser amount than the aggregate of all Base Rent and Additional Rent then due under this Lease shall be deemed to be other than on account of the first items of such Base Rent and Additional Rent then accruing or becoming due, unless Landlord elects otherwise. No endorsement or statement on any check and no letter accompanying any check or other payment of Base Rent or Additional Rent in any such lesser amount and no acceptance by Landlord of any such check or other payment shall constitute an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Base Rent or Additional Rent or to pursue any other legal remedy.

**30. Estoppel Certificates.** Tenant shall execute, acknowledge and deliver to Landlord, an estoppel certificate in form and substance reasonably designated by the Landlord within ten (10) days from written request. Tenant shall cause any guarantor to join in the estoppel certificate for purposes of the certifying that such guaranty remains in full force and effect. It is intended that any such certificate may be relied upon by the party receiving the same and any prospective purchaser, Landlord or mortgagee..

**31. Rules and Regulations.** Tenant shall faithfully observe and comply with and cause all of its employees and invitees to observe and comply with all reasonable rules and regulations which may from time to time be put into effect by Landlord.

**32. Tenant's Taxes.** In addition to all other sums to be paid by Tenant under this Lease, Tenant shall pay, before delinquency, any and all taxes levied or assessed during the Term, whether or not now customary or within the contemplation of the parties, (a) upon, measured by or reasonably attributable to Tenant's improvements, equipment, furniture, fixtures and other personal property located in the Premises, (b) upon or measured by Base Rent or Additional Rent, or both, payable under this Lease, including without limitation any sales, gross receipts or excise tax levied upon or measured by Base Rent or Additional Rent by any governmental body having jurisdiction with respect to the receipt of such rental; (c) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; or (d) upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. Tenant shall reimburse Landlord upon demand for any and all such taxes paid or payable by Landlord (other than state and federal personal or corporate income taxes measured by the net income of Landlord from all sources). Notwithstanding anything to the contrary in this Section 32, Tenant shall have the right to contest any taxes payable by Tenant under this Section provided that Tenant, at its sole cost and expense, diligently undertakes and pursues any such contest in

appropriate proceedings, indemnifies Landlord against and holds Landlord harmless from all loss or damages that Landlord shall suffer by reason of such contest, and does not permit any lien to be placed on the Building or any part thereof or interest therein.

### 33. Miscellaneous.

33.1 References. All personal pronouns used in this Lease, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. The use herein of the word "including" or "include" when following any general statement, term or matter shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation", or "but not limited to," or words of similar import) is used with reference thereto. All references to "mortgage" and "mortgagee" shall include deeds of trust and beneficiaries under deeds of trust, respectively. All Exhibits referenced and attached to this Lease are incorporated in this Lease by this reference. The captions preceding the Sections of this Lease have been inserted solely as a matter of convenience, and such captions in no way define or limit the scope or intent of any provision of this Lease.

33.2 Successors and Assigns. The terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise provided herein, their respective personal representatives and successors and assigns; provided, however, that upon the sale, assignment or transfer by Landlord (or by any subsequent Landlord) of its interest in the premises as owner or Tenant, including, without limitation, any transfer upon or in lieu of foreclosure or by operation of law, Landlord (or subsequent Landlord) shall be relieved from all subsequent obligations or liabilities under this Lease, and all obligations subsequent to such sale, assignment or transfer (but not any obligations or liabilities that have accrued prior to the date of such sale, assignment or transfer) shall be binding upon the grantee, assignee or other transferee of such interest. Any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed such subsequent obligations and liabilities.

33.3 Severability. If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall remain in effect and shall be enforceable to the full extent permitted by law.

33.4 Construction. This Lease shall be governed by and construed in accordance with the laws of the State of Florida.

33.5 Integration. The terms of this Lease (including, without limitation, the Exhibits to this Lease) are intended by the parties as a final expression of their agreement with respect to such terms as are included in this Lease and may not be contradicted by evidence of any prior or contemporaneous agreement, arrangement, understanding or negotiation (whether oral or written). The parties further intend that this Lease constitutes the complete and exclusive statement of its terms, and no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Lease. Neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Premises, the Building, the Property or this Lease except as expressly set forth herein. The language in all parts of this Lease shall in all cases be construed as a whole and in accordance with its fair meaning and not



construed for or against any party by reason of such party having drafted such language.

33.6 Surrender. Upon the expiration or sooner termination of the Term, Tenant will quietly and peacefully surrender to Landlord the Premises in the condition in which they are required to be kept as provided in this Lease, ordinary wear and tear excepted. Tenant may remove furniture and equipment which belong to Tenant; however, Tenant shall be liable for any damage to premises.

33.7 Quiet Enjoyment. Upon Tenant paying the Base Rent and Additional Rent and performing all of Tenant's obligations under this Lease, Tenant may peacefully and quietly enjoy the Premises during the Term as against all persons or entities claiming by, through or under Landlord subject, however, to the provisions of this Lease and to any mortgages or deeds of trust or ground or underlying Leases, and any covenants, restrictions and rules.

33.8 Holding Over. If Tenant shall hold over after the expiration of the Term, Tenant shall pay two hundred percent (200%) of the Base Rent payable during the final full month of the Term' (exclusive of abatements, if any), together, in either period, with an amount reasonably estimated by Landlord for the monthly Additional Rent payable under this Lease, and shall otherwise be on the terms and conditions herein specified so far as applicable (but expressly excluding all renewal or extension rights). No holding over by Tenant after the Term shall operate to extend the Term. Any holding over with Landlord's written consent shall be construed as a tenancy at sufferance or from month to month, at Landlord's option. Any holding over without Landlord's written consent shall entitle Landlord to reenter the Premises as provided in Section 21, and to enforce all other rights and remedies provided by law or this Lease.

33.9 Time of Essence. Time is of the essence of each and every provision of this Lease.

33.10 Real Estate Broker. Tenant represents that no real estate Broker is involved in this transaction.

33.11 No Merger. The voluntary or other surrender or termination of this Lease by Tenant, or a mutual cancellation hereof shall not work a merger, but, at Landlord's sole option, shall either terminate all existing sublease or sub tenancies or shall operate as an assignment to Landlord of all such subleases or sub tenancies.

33.12 Survival. All of Tenant's and Landlord's covenants and obligations contained in this Lease which by their nature might not be fully performed or capable of performance before the expiration or earlier termination of this Lease shall survive such expiration or earlier termination. No provision of this Lease providing for termination in certain events shall be construed as a limitation or restriction of Landlord's or Tenant's rights and remedies at law or in equity available upon a breach by the other party of this Lease.

33.13 Amendments. No amendments or modifications of this Lease or any agreements in connection therewith shall be valid unless in writing duly executed by both Landlord and Tenant.

33.14 Consent Expenses. Tenant shall reimburse Landlord for, any and all actual, reasonable out-of-pocket costs or expenses paid or incurred by Landlord, including, without limitation, reasonable attorneys' fees, in connection with the review, execution, negotiation or delivery of any so-called "Landlord's waiver", or the negotiation or approval of the terms of, or any instruments associated with, any lien by Tenant (collectively, such

expenses, "Consent Expenses"). Tenant shall reimburse Landlord for any Consent Expenses within ten (10) days after the presentation by Landlord to Tenant of invoices therefor.

34. **Anti Terrorism.** Tenant represents and warrants to and covenants with Landlord that (i) neither Tenant nor any of its affiliates nor any of Tenant's or its affiliates, officers, directors, members, partners, shareholders or other equity interest holders (all of the foregoing persons and entities being referred to herein collectively as the "Tenant Affiliates") currently is, nor shall any of them be, at any time during the Term, in violation of any laws relating to terrorism or money laundering that may now or hereafter be in effect (collectively, the "Anti-Terrorism Laws"), including, without limitation, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, any regulations of the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") related to Specially Designated Nationals and Blocked Persons that may now or hereafter be in effect, and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (as heretofore or hereafter amended, the "USA Patriot Act"); (ii) none of the Tenant Affiliates is nor shall any of them be, during the Term, a Prohibited Person. A "Prohibited Person" is (1) a person or entity owned or controlled by, affiliated with, or acting for or on behalf of, any person or entity that is identified as a "Specially Designated National" on the then most current list published by OFAC at its official website, <http://www.treas.gov/offices/enforcement/ofac/sdnlist.pdf>, or at any replacement website or other replacement official publication of such list, or (2) a person or entity who is identified as, or affiliated with, a person or entity designated as a terrorist, or associated with terrorism or money laundering, pursuant to regulations promulgated in connection with the USA Patriot Act); and (iii) Tenant has taken, and shall continue to take during the Term, reasonably appropriate steps to understand its legal obligations under the Anti-Terrorism Laws and has implemented, and shall continue to implement during the Term, appropriate procedures to assure its continued compliance with the above-referenced laws. Tenant hereby defends, indemnifies, and holds harmless Landlord and its affiliates and their respective officers, directors, members, partners, shareholders and other equity interest holders from and against any and all claims, losses, costs, liabilities, damages and expenses suffered or incurred by any or all of Landlord or any of such other indemnitees arising from, or related to, any breach of the foregoing representations, warranties and covenants. At any time and from time to time during the Term, Tenant shall deliver to Landlord, within ten (10) days after receipt of a written request therefor, a written certification and such other evidence as Landlord may reasonably request evidencing and confirming Tenant compliance with this Section 33.

35. **Furniture.** Landlord is not leasing any furniture to Tenant as part of this Lease.

36. **Attorneys Fees.** In the event any action is brought by either party hereunder, the unsuccessful party in such action shall pay to the prevailing party therein reasonable attorney's fees and costs which shall be fixed by the court.

37. **Landlord's Lien.** Landlord shall have a lien against all of Tenant's fixtures, furnishings, furniture, and equipment in order to secure Tenant's obligations under this Lease, however if Tenant finances equipment, Landlord will subordinate lien to finance company only.

38. **Waiver Of Jury Trial.** LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER IN ANY MATTER ARISING OUT OF THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT,

**TENANT'S USE OR OCCUPANCY OF THE PREMISES OR ANY CLAIM OF INJURY OR DAMAGE.**

39. **Delivery For Examination.** DELIVERY OF THE LEASE TO EITHER PARTY SHALL NOT BIND ANY PARTY IN ANY MANNER, AND NO LEASE OR OBLIGATIONS OF LANDLORD OR TENANT SHALL ARISE UNTIL THIS INSTRUMENT IS SIGNED BY BOTH LANDLORD AND TENANT AND DELIVERY IS MADE TO EACH PARTY.

40. **Radon Disclosure** In accordance with Florida Statute 404.056 effective January 1, 1989, the following information is provided:

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

42. **Landlord's Liability** Should Tenant obtain a judgment against Landlord, Tenant shall not be entitled to enforce any such judgment against any other asset of Landlord.

[Signature Page to Follow]

IN WITNESS WHEREOF, Landlord and Tenant have each caused their duly authorized representatives to execute this Lease on their behalf as of the date first above written.

Signed in the presence of

LANDLORD

H. Lalwani  
Witness:

[Signature]  
Witness:

Exposition 603, LLC,  
a Florida limited liability company

[Signature]  
By: Abby Laughlin, Manager

Signed in the presence of

TENANT

H. Lalwani  
Witness:

[Signature]  
Witness:

Witness:

Witness:

843 N Atlantic Blvd LLC,  
a Florida limited liability company

[Signature]  
By: Monty Lalwani, Manager

[Signature]  
By: Majin Lalwani, Manager





Exhibit A

GUARANTY

In consideration of the Landlord granting these premises to the Tenant, and the fact that Landlord would not agree to lease the Premises to Tenant based upon Tenant's financial condition alone, which consideration is good and sufficient, Monty Lalwani and Narain Lalwani, hereby absolutely and unconditionally guarantee the full faith and performance of all obligations under this Lease. Tenant and Guarantor shall be liable for all obligations under this Lease, jointly and severally. Upon any default by Tenant under this Lease, Guarantor shall be entitled to receive fifteen (15) days notice to cure, after which Landlord shall be entitled to exercise all remedies as set forth above.

GUARANTORS :

  
\_\_\_\_\_  
Monty Lalwani

  
\_\_\_\_\_  
Narain Lalwani

**COMMERCIAL LEASE**

MADE THIS 15th day of March, 2017, by and between:

200 SOUTH MARKET STREET, LLC, a Maryland limited liability company, whose address is 425 Bayshore Drive, #29, Fort Lauderdale, FL 33304("Landlord")

-and-

TIMOTHY SMITH AND CINDY SMITH, whose address is 1720 NE 9<sup>th</sup> Avenue, Fort Lauderdale, FL 33305 ("Tenant").

**RECITALS**

A. The Landlord owns the Premises located at 1239 & 1243 NE 6<sup>th</sup> Avenue and 1242 NE 5<sup>th</sup> Terrace Fort Lauderdale, FL 33306

B. The Landlord hereby wishes to lease the Premises to the Tenant and the Tenant hereby wishes to lease the Premises from the Landlord.

C. The parties wish to set forth their intent, agreement, covenants and obligations by virtue of this COMMERCIAL LEASE (the "Lease").

NOW, THEREFORE, in consideration of the mutual promises and covenants, respectively made by the parties hereunder and the Agreement, the parties agree as follows:

1. **RECITALS:** The foregoing Recitals reflects this transaction, thus the terms, conditions and definitions set forth in the Recitals are adopted.

2. **DEMISED PREMISES:** For and in consideration of the agreement herein contained, the Landlord agrees to lease the exclusive use of the above referenced Premises for \$8000.00 per month (with no extras) and the Tenant agrees to lease said Premises from the Landlord, said rent being due on or before the first day of each month of the lease term. Landlord is responsible for Sales Tax.

3. **USE OF THE PREMISES / PERSONAL PROPERTY:** The Premises to be used for the operation of lawful businesses as identified in the Zoning Code of the City of Fort Lauderdale and will be occupied only by the Tenant.

4. **TERM:** The term of this Lease is for three years (the "term") commencing March 15, 2017 and ending on March 31, 2020.

5. **BASE RENT:** The Tenant agrees to pay monthly rent of \$8000.00 which includes applicable sales tax, to the Landlord, timely payment being the "essence of this Lease". Each monthly payment will be due and payable to the Landlord on the First (1<sup>st</sup>) calendar day of each month throughout the Term. Tenant shall pay Landlord a late fee equal to five (5%) of the rent for any payment received after the fifth of the month.

6. **LEASE RENEWAL:** This Lease is subject to two one year renewals subject to the tenant being in compliance with all terms and conditions of this Lease subject to an annual CPI increase for each renewal year, which increase shall be limited to no more than 4%.

7. **INSURANCE**

Lessee further covenants and agrees to provide, at his/her own cost and expense policies of insurance generally known as public liability policies, owners, landlord or tenant policies, an all other types of policies necessary or proper insuring the Lessee and Lessor against all claims and demands made by any person or persons whatsoever for injuries received in connection with the operation and maintenance of the premises and business operated thereon of Lessee, to the extent of not less than \$1,000,000.00 to cover the

claim of damage from any single or specific cause by one person, and to the extent of not less than \$2,000,000.00 to cover, in connection with any one particular accident or occurrence, the total aggregate of claims that may arise or be claimed to have arisen against the Lessor or Lessee as aforesaid. Such insurance shall be written with a company or companies authorized to engage in the business of general liability insurance in the State of Florida and there shall be delivered to the Lessor customary insurance certification evidencing such paid-up insurance. In the event Lessee fails to furnish such policies, the Lessor may obtain such insurance and the premiums on such insurance shall be deemed additional rent to be paid by the Lessee unto the Lessor upon demand. In addition, the tenant shall be responsible for providing Fire, Windstorm and multi-peril insurance coverage in an amount not less than \$1,000,000.00. Landlord shall be named as additional insured on all policies.

8. **PAYMENT OF FIRST MONTH'S RENT:** Landlord acknowledges that Tenant has paid one-half first month's rent of \$4000.00 which includes applicable sales tax.

9. **PERSONAL PROPERTY TAX / UTILITIES:** In addition to the all sums due the Landlord hereunder, the Tenant will be solely responsible for the following, which upon failure to make payment, will be deemed as Additional Rent hereunder for purposes of seeking remedies for Tenants non-compliance:

a. **Personal Property Tax:** The Tenant agrees to be directly responsible for and shall promptly pay, when due, all Personal Property Taxes attributable to the Premises. In the event the Tenant does not pay such Personal Property Taxes when due, then, the Landlord may, at the Tenants cost, pay same and submit an invoice thereof, which such payment by the Tenant will thereafter be considered as payment of Additional Installment due the Landlord hereunder.

b. **Utilities / Water Service / Trash Removal / Sewer:** During the Term, the Tenant acknowledges that the Tenant shall be solely obligated and agrees to timely pay for all utilities, including electric, water and sewer, pest control and trash removal attributable to the Premises.

c. **Real Estate Taxes:** The Landlord agrees to be directly responsible for and shall pay when due all Real Estate Taxes attributable to the Premises.

10. **REPAIRS:** Tenant shall be responsible for all repairs to the premises that do not exceed \$10,000.00.

11. **CONDITION OF PREMISES / AS-IS WITH EXISTING VIOLATIONS:** The Tenant acknowledges that it has been afforded an opportunity to inspect the Premises prior to taking possession of the Premises. Accordingly, the Tenant accepts the Premises in an "As Is" condition. Additionally, the Tenant hereby accepts the Premises with any existing code Violations. During the Term, the Tenant agrees to adhere to all present and future laws and regulations as promulgated by any governmental agency or municipality having jurisdiction over the Premises and agrees to keep the Premises clear of violations. Tenant shall be responsible for compliance with American Disabilities Act (ADA). In the event of a violation, Tenant shall resolve the matter within sixty (60) days and shall indemnify the Landlord for all damages, attorney's fees and costs.

12. **REPAIRS / MAINTENANCE:** The Landlord will not be required to make any repairs or maintain any upkeep to the Premises or its structure except as herein stated. At such time the Premises are to be delivered to the Tenant, at all times during the Term of this Lease the Tenant agrees and covenants to maintain the Premises in good repair, excepting only "reasonable wear and tear" arising from the use thereof during the Term of this Lease, and the Tenant agrees to will clean, replace, upkeep, repair or service all items or matters located in, on or about the Premises, at Tenants cost and expense, including, but limited to the following:

- a. All plumbing and water lines leading to and/or located inside the Premises;
- b. All electric systems serving the Premises;

c. The maintenance of all doorways, windows or window openings to the Premises. The Tenant shall maintain any plate glass at the Premises and replace all broken glass with the same size and quality as was originally installed;

d. Extermination, janitorial, window cleaning and other maintenance services required for the Premises;

e. All existing air conditioning and/or heating units located on the Premises servicing the Premises;

f. The roof, exterior and structure of the Premises shall be maintained by the Landlord but Tenant shall maintain and repair all windows.

g. The Tenant or its employees, agents and/or patrons shall not modify, deface or destroy the Premises or any of the systems in or leading to the Premises by any act or omission.

Nothing stated hereunder shall impose any obligation upon the Tenant to return the Premises in a better condition than such condition at the commencement of the Lease.

13. **IMPROVEMENTS AND ALTERATIONS:** The Tenant will not make or permit any alterations in or to the Premises or signage without obtaining the Landlord's prior written consent which shall not be unreasonably withheld. The Tenant will abide by any conditions or requirements imposed by Landlord with regard to any work required for such alterations. The Landlord's grant of permission may be based upon the Tenant having the obligation to remove the proposed alteration upon the termination of the Lease, at Landlord's option as requested, in writing, prior to making such alteration. Whenever Tenant is to engage any third party to make any such alterations, prior to proceeding with such work the Tenant and/or its contractor(s) will be required to obtain and maintain Workers' Compensation and comprehensive General Liability Insurance with a general form property damage coverage, all in amounts and with companies satisfactory to the Landlord, naming Landlord, its managing agent and designee(s) as an additional insured party, whereupon the Tenant must deliver insurance certificates to the Landlord prior to the commencement of such work. The Tenant is required to contract with all such third parties in a manner so that the interests of the Landlord, the Premises shall not be subject to liens, of any kind or nature, for alterations as made by the Tenant. Notwithstanding the foregoing absolute prohibition against liens upon the Premises, if any lien is filed against the Premises as a result of materials, services, or improvements furnished or to be furnished at the request of Tenant or anyone claiming under Tenant, then, the Tenant, at its expense, will cause such lien to be discharged of record by payment or bond, within Ten (10) days after the filing of such lien. If Tenant fails to cause the lien to be discharged of record within such Ten (10) day period, then, the Tenant shall be in default under this Lease and, without waiving such default, in addition to any other rights and remedies, the Landlord may have under this Lease, the Landlord may cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any set-offs or defenses thereto. Accordingly, the Tenant will, within Ten (10) days after such request, reimburse Landlord for all amounts paid and expenses incurred, including attorneys' fees.

14. **SURRENDER OF THE PREMISES:** Upon the natural expiration or earlier termination of the Lease Term, the Tenant will deliver the Premises to the Landlord, broom-cleaned and in good condition, "reasonable wear and tear excepted". At such time, the Tenant will be required to remove all of Tenant's trade fixtures which have been affixed to the Premises with the intent of Tenants ultimate removal thereof ("Tenants Trade Fixtures" or Tenant's/Third Party personal property), provided that the Tenant shall repair any damage caused by the removal thereof. However, notwithstanding the foregoing, it is recognized by the Tenant that the landlord will maintain a Landlord's Lien or other similar interest in and to the Tenant's Trade Fixtures and/or Tenant's personal property which is to be installed and/or placed upon the Premises. Upon each such time of Tenants installation of any such Tenants Trade Fixtures(s), the Tenant will notify the Landlord, in writing, of such installation on an ongoing basis.

15. **LANDLORD'S RIGHT OF ENTRY:** Throughout the Term of this Lease, the Landlord, or its agent, upon reasonable notice to the Tenant, will have the right to enter the Premises during business hours and as accompanied by the Tenant, to examine the condition of the Premises or to make such required repairs, additions or alterations, at Tenant's cost and expense, as may be deemed necessary for the safety or preservation of the Premises or to exhibit the Premises to prospective buyers or lenders thereof and, at any



time within the last Six (6) months of the Term of this Lease, to exhibit the Premises to prospective tenants thereof. The foregoing right of entry shall not be construed to allow the Landlord to interfere with the operation of the Tenant's Business.

16. **HAZARDOUS MATERIALS:** The Tenant will not, nor shall it permit another to, use, generate, place, store, or dispose of Hazardous Materials in the Premises, except in strict accordance with all governmental laws and regulations:

a. **Hazardous Material:** The term Hazardous Materials as used herein means any substance which:

- i. requires special handling, investigation, precautions;
- ii. becomes, defined as a hazardous waste, hazardous substance, dangerous substance, pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. 2601 et seq.), the Federal Insecticide Fungicide and Rodenticide Control Act (7 U.S.C. Section 136 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. Section 651 et seq.), the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. Section 11001 et seq.), the Clean Water Act (33 U.S.C. Section 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. Section 330f et seq.), The Hazardous and Solid Waste Amendments of 1984 (Public Law 86-616, Nov. 9, 1984), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), and the Federal Clean Air Act (42 U.S.C. Section 7401 et seq.);
- iii. is toxic, explosive, corrosive, flammable (however, the Landlord accepts the Tenants Approved Use which will include cooking or preparing foods and such activity is hereby excluded from this provision), infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Florida or any political subdivision thereof;
- iv. causes or threatens to cause an erosion, contamination, drainage or nuisance problem upon the Premises or to adjacent properties (including on nearby public roads and rights-of-way) or poses or threatens to pose a hazard to the health or safety of persons on or about the Premises;
- v. contains gasoline, diesel fuel or other petroleum hydrocarbons; and/or
- vi. contains polychlorinated biphenyls, asbestos, or urea formaldehyde foam insulation.

b. **Remedy for Non-Compliance:** If there are Hazardous Materials brought upon or used in the Premises, the Tenant will take all steps required to remove the Hazardous Materials by the most thorough and expeditious means available, and in accordance with all governmental regulations, and shall restore all land and buildings in the Premises to its fully built condition, but without the presence of the Hazardous Materials. The Tenant shall immediately commence, and continuously and diligently perform all such work as is required to remove the Hazardous Materials and restore the Premises. Tenant agrees to indemnify and hold Landlord harmless and to reimburse Landlord for all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorneys fees at all trial and appellate levels, and diminution in value of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, consultant fees and expert fees asserted against, or incurred by, Landlord and arising out of a breach of Tenant's obligations hereunder. All costs and charges associated in any way with, and all labor, services and materials required for, the removal of the Hazardous Materials and the restoration of the Premises shall be at the sole cost of the Tenant. The Tenant will provide to Landlord, upon reasonable request, all documentation to show that Tenant is complying with all laws relating to Hazardous materials, including but not limited to providing to Landlord copies of all reports regarding Hazardous Materials required to be submitted to any governmental or regulatory body.

17. **DESTRUCTION OF PREMISES:** In the event the Premises are partially or totally damaged or destroyed by fire, wind, flood, act of God, "force majeure", or any other cause, casualty or disaster, the Landlord will have the obligation to exert reasonable diligence to immediately render the Premises tenantable by making the necessary repairs within One Hundred Twenty (120) days from the date of such event, however, any Rent due hereunder from tenant will be abated during such construction period. In the event the Landlord fails to substantially restore and rebuild same within One Hundred Twenty (120) days from the date of the destroying event, then, in that event the Tenant may, at its option, elect to terminate this Lease, upon written notice to the Landlord. All insurance proceeds derived with regard to such destructive event shall be made immediately available by such insurance carrier for the benefit of the Landlord which shall apply such proceeds toward restoring the Premises as tenantable. Independent of Landlord's insurance interests, the Tenant will be entitled to seek and obtain adequate insurance coverage to serve as compensation for interruption or discontinuance of the Tenants Business.

18. **EMINENT DOMAIN /CONDEMNATION:** If the Premises or any part thereof are permanently taken or condemned, or transferred taken through Eminent Domain or condemnation proceedings, or by agreement in lieu of Eminent Domain or condemnation, for any public or quasi-public use or purpose by any competent authority, and whether or not this Lease shall be terminated, the entire compensation award therefore, both leasehold and reversion, will belong to Landlord and upon such effective date, this Lease will terminate by operation of law. However, the Tenant shall be entitled to independently claim, prove and receive from the condemning authority (and not from Landlord) in such proceedings such separate award as may be allowed on consideration for the loss of the Premises.

19. **ABANDONMENT:** If, during the Term of this Lease, the Tenant abandons or vacates the Premises or ceases to operate Tenants business for a period of more than Fifteen (15) consecutive calendar days, then, upon written notice to the Tenant, the Landlord may, at its option, cancel this Lease and enter the Premises without being liable in any way therefore, and re-let the Premises at such price and terms as the fair market will bear and for such duration of time concurrent with the remainder of the Term of this Lease, and receive payments therefor, applying the same to the payment of the Tenants due by the Tenant hereunder, and if the full rental value, herein provided, is not realized by Landlord, the Tenant agrees to pay any such deficiency.

20. **INSOLVENCY / BANKRUPTCY /REORGANIZATION:** If, during the Term of this Lease, the Tenant becomes insolvent or if bankruptcy proceedings are commenced by or against the Tenant or if Tenant reorganizes, voluntarily or involuntarily dissolves its corporation, then, the Landlord is hereby irrevocably authorized, at its option, to cancel this Lease. The Landlord may elect to accept Rent installment(s) from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting Landlord's rights as contained in this Lease, provided, however, no receiver, trustee or other judicial officer shall have any right, title or interest in or to the Premises by virtue of this Lease. Further to the foregoing, in the event the Tenant seeks relief under the Bankruptcy laws, the Tenant hereby consents to the entry of an order granting Landlord immediate relief from any automatic stay provisions arising under 11 U.S.C. Section 362 for all purposes, including a stay from and of the Landlord's filing of eviction proceedings and, thus, allowing the Landlord to pursue all other remedies available to the Landlord as provided for under State or Federal Law. In connection with such a stay of relief order, the Tenant waives any and all defenses to any proceedings brought by the Landlord to obtain relief from the automatic stay including, but not limited to allowing the Landlord to regain possession of the Premises, regardless of being necessary to the reorganization plan filed by the Tenant, unless, however, the tenant-in-Bankruptcy continues to pay Rent and adheres to all provisions of this Lease during the pendency of such proceeding. Thus, the Tenant further consents to the entry of an adequate protection order by the Bankruptcy Court requiring Tenant to pay to Landlord during the pendency of any Bankruptcy proceeding. The Tenant acknowledges that the Tenant will not maintain any equity in the Premises during the Term hereof nor may the Tenant assert any equity in and to the payment of the monies paid to the Landlord in consideration for entering into this Lease. THE TERMS OF THE ENTIRE PRECEDING PARAGRAPH HAVE BEEN SPECIFICALLY NEGOTIATED BY AND BETWEEN THE PARTIES AND ARE CONSIDERED AS SALIENT PROVISIONS BEING THE "ESSENCE OF THIS LEASE".

21. **ASSIGNMENT AND SUBLETTING:** The Tenant may not assign but may sublet portions of the Premises with ~~the written consent of the Landlord, however,~~ Landlord will not consent to any Tenant

whose business operations are illegal or immoral, violate zoning law, or increases the liability insurance premium for Landlord in any manner. ~~Furthermore, Landlord would not consent to massage parlors. Upon execution of this Lease, Tenant shall deliver copies of all existing sub-leases, and in the future deliver copies of all sub-leases to Landlord. In the event the Premises are sublet, the Tenant remains liable for all rental payments provided for herein.~~

(Ch)  
[initials]  
[initials]

22. **WARRANTIES AND REPRESENTATIONS**

a. **Made by Tenant:** Tenant warrants and represents to the Landlord as follows;

- i. **Approved Use:** Tenant will only use the Premises for approved uses as provided for in the Zoning District permissible in the city of Fort Lauderdale and Tenant will not use or permit the Premises to be used for any other illegal, immoral or improper purposes;
- ii. **No Disturbances:** Tenant, its employees, agents, servants, licensees, customers, patrons or invitee will not make or permit any noise, annoyance or disturbance, whatsoever detrimental to the Premises or to the quiet comfort, peace and enjoyment of any of the neighbors in the surrounding community. The Tenant shall at all times use the Premises in a safe and careful manner and shall maintain the Premises in a safe and clean condition.
- iii. **Compliance:** At all times Tenant will keep Tenant's corporation if one is in existence, in valid existence and in compliance with the laws of the State of Florida;
- iv. **Corporate Authority:** Tenant has complied with all corporate requirements, if any, pursuant to its By-Laws and Articles of Incorporation and has obtained full shareholder approval, if required, in order to execute and fully perform this Lease. As such, Tenant has the full right and legal authority to enter into and fully perform this Lease;
- v. **No Further Encumbrances:** Tenant will not allow any materialmen's, serviceman's or contractor's liens to be placed on the Premises for any reason whatsoever;
- vi. **Proper Licenses / Permits:** As a condition of the operation of the Lease, Tenant will immediately and diligently apply for and obtain all required occupational or business licenses and permits, as required by all governmental authorities for Tenants business under the Approved Use. In the event the Tenant is denied any required license and/or permit, then, the Tenant shall have the qualified right to terminate this Lease, upon written notice to the Landlord, without any penalty imposed or recourse maintained by the Landlord.
- vii. **Condition of the Premises:** Tenant will adhere to all requirements imposed upon Tenant hereinabove in this Lease to maintain and repair any condition to the Premises.
- viii. **Hazardous Materials:** Tenant, its employees, licensees, guests or patrons, will not keep or store, on the Premises, any article or thing which is considered to be hazardous, harmful, dangerous, flammable, or explosive in character that might unreasonably increase the danger of fire or disaster on or to the Premises, and the Tenant will immediately disclose any such condition to the Landlord, regardless of fault or cause.

b. **Landlord's Warranties and Representations:** Landlord warrants and represents to the Tenant that the Tenant will maintain the peaceful, quiet and exclusive enjoyment and possession of the Premises during the Lease Term.

23. **INDEMNIFICATION:** In consideration of the Premises being leased hereunder, the parties agree to indemnify the other party as follows:

a. **Tenant's Indemnification:** Tenant agrees to at all times indemnify and hold the Landlord, including its officers, agents, partners, directors and attorneys, harmless from all losses, damages, liabilities and expenses, which may arise or be claimed against Landlord and in favor of any person, firm or corporation, for any injuries or damages to the persons or property of any person, firm or corporation,



which may be consequent upon or arising from the Tenants use or occupancy of the Premises or consequent upon or arising from any act, omission, neglect or fault of Tenant, its agents, servants, employees, licensees, customers, patrons or invitee, or consequent upon or arising from Tenants failure to comply with any term or provision of this Lease, as well as any applicable law, statute, ordinance or regulation applicable to the Tenant, unless such losses, damages, liabilities and expenses, has been caused by the act, negligence or omission of the Landlord or its agents. The Tenant will, at its own cost, procure and continue to maintain in full force throughout the term of the Lease, General Liability Insurance and Property Insurance coverage against any and all claims for injuries to persons or property occurring in, upon or about the Premises, including all damage from signs, glass, awnings, fixtures or other appurtenances, now or hereafter upon the Premises, during the term of this Lease, such insurance at all times to be in amounts as required of Tenant hereinabove. The indemnification provided herein shall survive the termination of this Lease. In the event the Landlord is required by the State of Florida to pay Sales Tax on any amount other than the Base Rent and Percentage Rent, then the Tenant will indemnify and hold the Landlord harmless in the amount of such additional sales taxes by promptly paying same.

b. **Landlord's Indemnification:** Landlord shall fully indemnify and hold the Tenant, its servants, employees, licensees, customers, patrons or invitee, harmless from any act, omission, neglect or fault of the Landlord arising from Landlord's failure to comply with any term or provision of this Lease, as well as any applicable law, statute, ordinance or regulation applicable to the Landlord, unless such losses, damages, liabilities and expenses, has been caused by the act, negligence or omission of the Tenant or its agents.

24. **NO PROFESSIONAL OR BROKERS FEES DUE AND PAYABLE:** The Landlord and Tenant each covenant, warrant and represent to the other that there are no real estate brokers, persons or entities involved with this transaction which are entitled to any fee or commission in consideration for the lease of the Premises.

25. **ESTOPPEL CERTIFICATE:** From time to time, Landlord may deliver to Tenant an Estoppel Certificate for Tenant to certify as to the commencement and expiration dates of the tenancy; that Landlord has completed all work required of it, if any; that Tenant has accepted possession of the Premises; that this Lease is unmodified and is in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); that Landlord is not in default under this Lease, if not refuted by the Tenant and that Tenant has no claims, offsets or defenses with respect to any of Landlord's obligations under this Lease; the amount of Rent due; whether Landlord holds any Security Deposit; and such other information as may be included by or required of Landlord. Tenant will execute the Estoppel Certificate and deliver same to Landlord within Five (5) days of Tenants receipt of same, noting any discrepancies between Tenants claims as to the foregoing and the statement set forth in the Estoppel Certificate delivered by the Landlord. Tenant acknowledges that any such statement delivered to Landlord may be relied upon by Landlord and any prospective purchaser or any prospective or existing mortgagee of the Premises. The failure of the Tenant to timely execute and deliver the Estoppel Certificate to the Landlord will constitute a default for which Landlord may pursue the appropriate remedy as available to the Landlord.

26. **NOTICE OF DEFAULT AND TIME TO CURE:**

a. **Non-Monetary Breach:** With regard to any non-monetary default or breach under the Lease, the parties each reciprocally agree that if the other party breaches or is in default of any of the terms, covenants or provisions of this Lease (the "Breaching Party"), then, the non-breaching party will be required to notify the Breaching Party of such breach or default and afford the Breaching Party a period of Thirty (30) days to cure same (the "Cure Period"). However, if Breaching Party fails to cure such breach or default during the Cure Period, then, after the Cure Period, the non-breaching party will be entitled to commence a lawsuit or other legal action against the Breaching Party. Notice of a non-monetary breach or default hereunder is to be given to the other party must be in writing and sent to the other party at the address given in this Lease and will be effective upon the date sent or postmarked, or, if hand delivered on the day of delivery, and only be sent via:

- i. Registered Overnight Delivery; or
- ii. Certified Mail; or
- iii. Hand Delivery: delivery being confirmed by a statement by the delivery person.



b. **Monetary Breach:** The foregoing requirement of written notice does not apply to a monetary breach or default by the Tenant. Thus, other than as required under law, with respect to a monetary breach the Landlord will only be required to give the Tenant a THREE (3) DAY NOTICE whereupon Landlord shall be entitled to commence an action to recover possession and for damages.

27. **LANDLORD'S REMEDIES IN EVENT OF DEFAULT:** In addition to the conditions as set forth in the preceding paragraph, if this Lease is terminated as a result of Tenant's default for which the Tenant has failed to timely cure any breach or default after being given notice thereof, the Landlord will have available any of the following remedies;

a. **Tenant At Sufferance:** The Tenant will become a Tenant at sufferance, thereby waiving all right of notice by Landlord to vacate the Premises or otherwise the Landlord will be entitled to remedies as provided under Florida law. Thus, the Landlord will be immediately entitled to re-enter and retake possession of the Premises by distress or as otherwise provided by law.

b. **Action for Damages / Eviction:** Joint and/or separate counts of an action and/or actions, in law or in equity, may be instituted by the Landlord against the Tenant for eviction to regain formal possession of the Premises and/or for damages to recover any monies which upon the commencement of such action shall then or theretofore become due and payable to the Landlord through the end of the term under any provisions hereof without waiting until the end of the original Term of this Lease. Neither the institution of a lawsuit or lawsuits, proceeding or proceedings, nor the entering of judgment therein shall bar the Landlord from being a subsequent suit or proceeding for damages of any kind theretofore or thereafter suffered. It is expressly agreed that the forbearance on the part of the Landlord in the institution of any suit or entry of judgment for any part of the amounts due to the Landlord, will, in no way, serve as a defense against nor prejudice a subsequent action. The parties each waive the right to a Trial by Jury.

c. **Tenant's Failure to Make Rent Payments to the Landlord:** Notwithstanding the aforementioned sub-paragraph, above, the Tenant agrees as follows:

i. **No Grace Period:** The Tenant agrees to deliver all payments due hereunder, in full, to the Landlord on or before the due date, "time being of the essence" of this Lease. As such, there is no Grace Period to allow for late payments.

ii. **Fee for Dishonored Check:** If any check tendered by or on behalf of Tenant in payment of any Rent or payment due under this Lease is dishonored for any reason, Tenant will pay to Landlord an additional sum of Fifty Dollars (\$50.00) for each dishonored check to defray the expense of handling, processing and bookkeeping. In the event Three (3) payments by check have been dishonored, then, thereafter, at the election of the Landlord, the Landlord may elect to accept further payments of Rent and other payments to be made hereunder only by means of certified check, money order, wire transfer, or cash.

28. **NO WAIVER:** The waiver of either party in any instance of a breach or default hereunder by the other party, will not operate nor be construed as a continuing waiver of any similar subsequent breach or default hereof.

29. **RECORDATION OF THIS LEASE:** At the Landlord's election, the Tenant will execute a Memorandum of this Lease to be recorded with the Public Records. Otherwise, this Lease or any reference hereto may not be recorded with the Public Records.

30. **GOVERNING LAW:** This Lease is to be construed, governed and enforced in accordance with the laws of the state of Florida and venue for any litigation hereunder shall only be in the County in which the Premises is located. If any provision of this Lease is held to be invalid or unenforceable, to the maximum extent possible the remaining provisions of this Lease will in no way be affected or impaired and such remaining provisions are to continue to remain in full force and effect. All respective obligations and liabilities of the parties under this Lease will survive the expiration or sooner termination of the Term. In the event a dispute arises between the parties that is to be resolved via litigation, upon entry of a final Judgment or ruling in a Bankruptcy proceeding, the non-prevailing party agrees to also pay the prevailing

party costs of such litigation and reasonable legal fees incurred directly as a result of such litigation at all trial and appellate levels.

31. **CAPTIONS / COUNTERPARTS:** The captions, titles, and headings used in this Lease, and in any Addenda, Exhibits or Riders, are for convenience and reference only, and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of this Lease. This Lease may be executed in any number of counterparts, each of which, when fully executed, will be deemed to be an original.

32. **NO CONSTRUCTION AGAINST PREPARER:** This Lease has been prepared in accordance with negotiations by all parties and their respective professional advisors. The Parties and their respective advisors and attorneys, acknowledge that this Lease is the product of their joint efforts, that it completely and accurately expresses their intent and agreement, and that it should not be interpreted in favor of any one party or against any other party merely due to their efforts in the preparation and drafting of same.

33. **COMPLETE AGREEMENT:** This Lease contains the entire agreement between the parties concerning the subject matter hereof. The terms and provisions of this Lease can only be waived, modified or terminated by an instrument which has been duly executed by the party against whom the enforcement of such waiver, modification or termination is to be sought. The terms and provisions of any prior Lease, modification or addenda thereto and/or assignment with regard to the Premises to which the parties hereto are a party thereof, will no longer be binding and will not become a part of this Lease.

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

Intentionally left blank

AGREED TO AND ACCEPTED:

LANDLORD:

200 South Market Street, LLC  
A Maryland limited liability company

*Abby Laughlin*  
Abby Laughlin, Member

TENANT

*Cindy Smith*  
Cindy Smith

EFFECTIVE DATE: March 15, 2017

*James Harrison*  
WITNESS FOR LANDLORD  
*Michael Thomas*  
WITNESS FOR LANDLORD

*Julie Shaefer*  
WITNESS FOR TENANT  
*John E. Anselmi*  
WITNESS FOR TENANT

# Letters of Intent



## 603 N.E. 13<sup>th</sup> Street - Term Street

On Behalf of, LoveLee Bakeshop, LLC and/or related parties, entities (the 'Tenant'), we are pleased to extend the following proposal to lease the subject property 603 N.E. 13<sup>th</sup> Street Fort Lauderdale FL 33304.

Landlord: Exposition 603 LLC  
Tenant: LoveLee Bakeshop, LLC  
Use: Bakery  
Size: **1,079 sq. feet** 900-8,540 (define sq. footage for suite) sq. feet – exact sq ft to be measured – will include the following: Office space on the West side of the building from the front entrance on 13<sup>th</sup> Street to the back storage space (including loft on second floor).  
Base Rent: \$25.00/p.s.f.  
Lease Format: NNN (estimated at \$2.87/p.s.f. for first 3 years)  
Lease Term: Five (5) Years  
Possession Date: Upon completion of Landlord's work inside and outside the building  
Rent Effective Date: **TBD, landlord and tenants work can occur concurrently**  
**2-4** months after possession date  
Annual Increases: 2%  
Sales Tax: Broward County, currently at 5.8%  
Prepaid Rent: 1<sup>st</sup> Month of Rent  
Security Deposit: 2 Months Security Deposit  
Tenant Work: Tenant will submit work letter for landlord approval; such approvals shall not be unreasonably withheld.  
Financials: Tenant shall provide proof of funds and other documentation reasonably requested.  
Comments/Requests: Landlord will update electrical requirements to fulfill Bakery's needs. Current estimate is \$14,200. Landlord will provide a vanilla shell with an ADA compliant bathroom. Landlord will change the storefront on 13<sup>th</sup> to reflect hurricane impact glass windows and double door. Tenant will be allowed signage over the front door of the entrance. Tenant will be installing hood and will have to vent as required. Tenant will also have to drain in kitchen as necessary. Landlord will provide CRA money as received from the city. Landlord will provide details on terms and figures before signing of lease.

This letter of intent shall serve as an offer to lease the following business concern. This letter of intent is a non-binding agreement between both parties. This agreement shall be subject to the execution and delivery of a mutually agreeable lease. Landlord will provide tenant with a formal lease for all parties to sign within a timely manner of landlord presenting lease to Tenant.

Kind Regards,

Tenant: LoveLee Bakeshop, LLC  
Signature: [Signature]  
Title: President  
Date: 7/10/2018 12:07:20 PM PDT



## Letter of Intent to Lease

**Property Address:** 535 NE 13th Street Fort Lauderdale, FL 33304

**Property Owner:** EXPOSITION LLC  
*Representative: Abby Laughlin*

**Prospective Tenant:** DOMICILE, Inc  
*Representative: Sebastian Carbo*

**Intended Use:** Furniture and home accessories retail store. Normal Operation Hours M-F 9 am to 10 pm

**Space:** Eastern half of building. 2,877 sf.

**Signage:** Following guidelines set by the City of Fort Lauderdale Tenant may place store signage on the Front and East side of the building.

**Parking:** Tenant will have 5 contiguous and adjacent dedicated parking spaces with enforcement signage along the east side of the building for their exclusive use during business hours. The five spots will be the first 5 spaces from the street along the side of 535 Ne 13th Street. (or the first 5 after any required Disabled Parking spots) Tenant will have the right to park up to two employee vehicles in the landlord owned parking lot on the south side of 13th street.

**Terms:** Lease will be for 5 years. Rent will be based on square footage of 2877 sf. Tenant will pay \$22 per sf yearly and after the first 3 years, rent can increase annually by a flat 3%. **Additionally, tenant will have a 5 year option at fair market value not to exceed 5%.**

**Lease Format:** NNN 2018 estimate of \$3.54 psf for 2018. CAM includes: real estate taxes, pest control, common area electric, exterior grounds maintenance, water, waste water and sewer service, HVAC repairs and replacement, building insurance and general administration. Tenant will change air filters and maintain a HVAC service contract

**Landlord Improvements:** Landlord will install/replace existing windows with new impact windows prior to move in. Landlord will add one 9' (or larger) impact display window and a approximate 36" impact pedestrian door along the east side of the building.

**Trash** - Landlord to provide dumpster location. Trash removal program to determined and agreed upon prior to signing of lease.

**Timeframe:** Landlord and tenant will be making improvements to the property. Tenant may make improvements to the space in September and move-in date will be October 1, 2018. Move in date may be delayed until all windows and doors are in place. Lease payments will begin on move-in date and lease will end on September 30, 2023. **If the space is not ready or unable to be ready by Oct 1st then the new rent start date is February 1, 2019.**

If the parties are willing to proceed with negotiations for the lease of the premises on these terms and conditions, please sign this Letter of Intent where indicated below.

**Broker:** Jamie Sturgis - Native Realty  
**Co-Broker:** Tim Powers Coldwell Banker 954-817-9111

Landlord \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_





# CRA FUNDING FOR SANDBOX101, LLC

## 530, 535, 545, AND 603 NE 13TH STREET

ABBY LAUGHLIN

CCRAB 09/05/18 Regular Meeting  
Page 158 of 191

ROBERT LAUGHLIN





# REQUEST FOR CRA FUNDING FOR FACADE GRANT

BUILDING CONDITION AT THE TIME OF PURCHASE

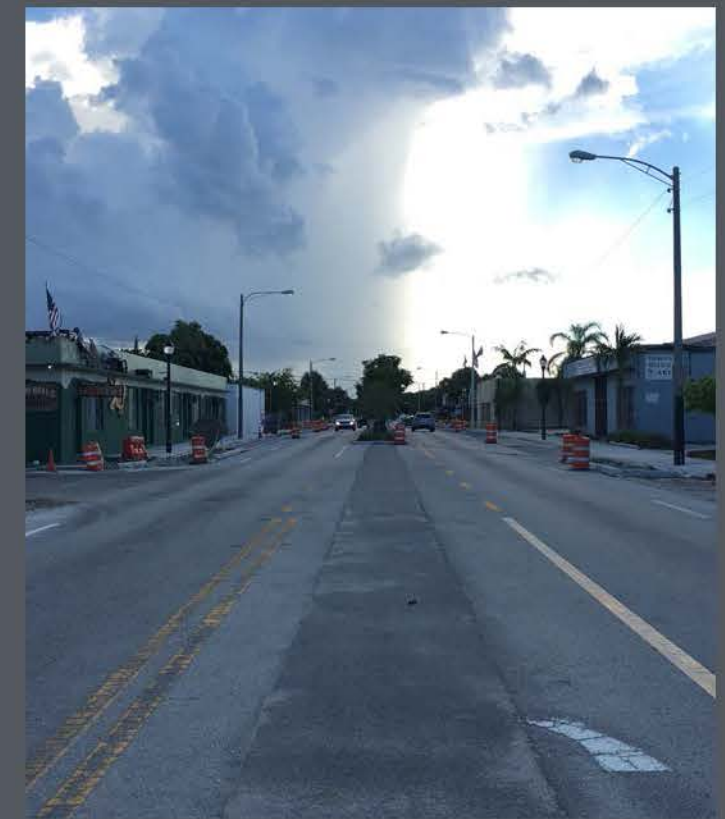




## PROJECT PROGRESS

- \* ADAPTIVE REHAB
- \* INCREMENTAL DEVELOPMENT
- \* SUSTAINABILITY

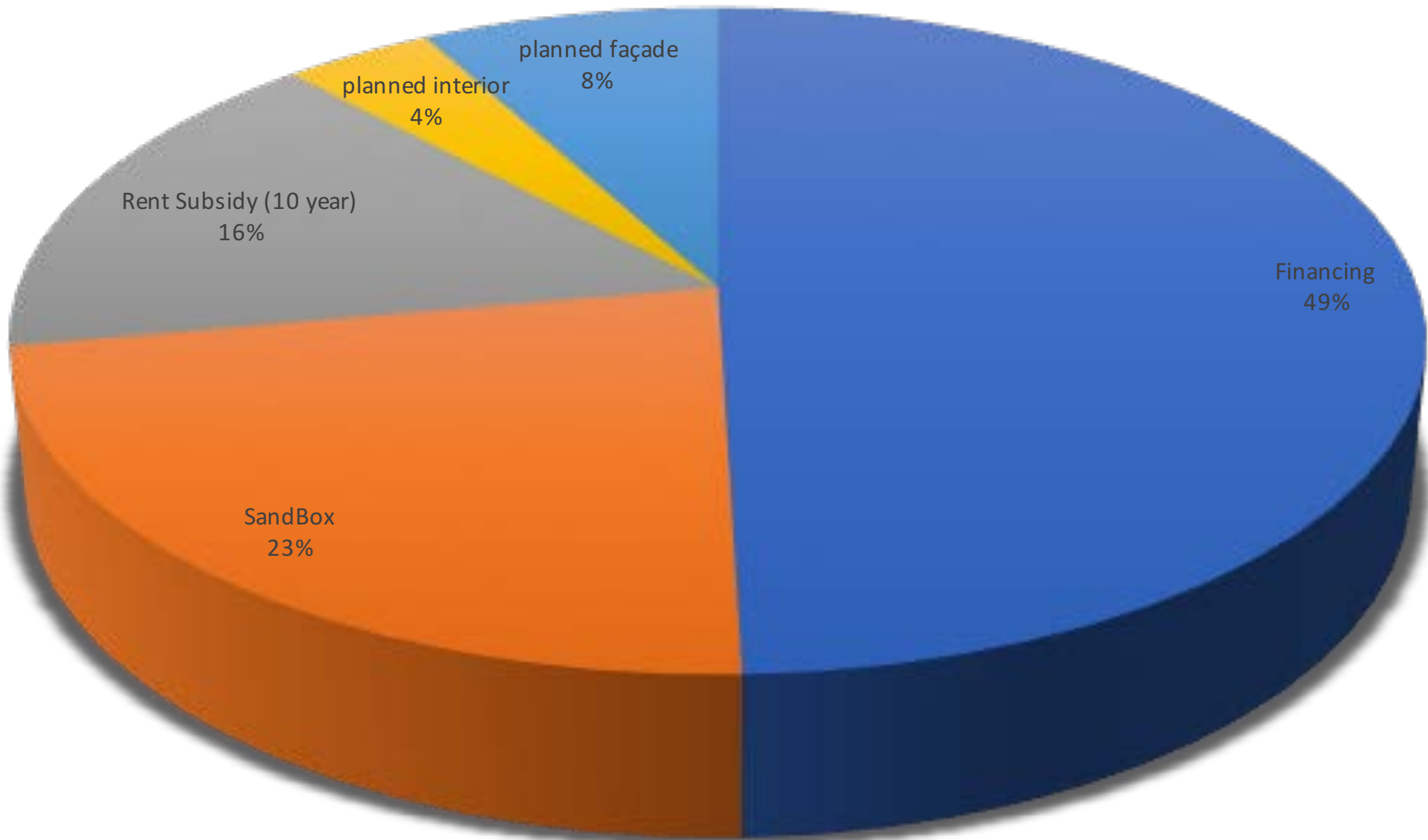




# PROPERTY OVERVIEW: 530, 535, 545 AND 603 NE 13TH STREET

# Bird's eye financial overview

\$5,000,000 Investment



■ Financing ■ SandBox ■ Rent Subsidy (10 year) ■ planned interior ■ planned façade





THUS FAR REHABILITATION...





THUS FAR REHABILITATION...







PUBLIC ART ON 13TH ST



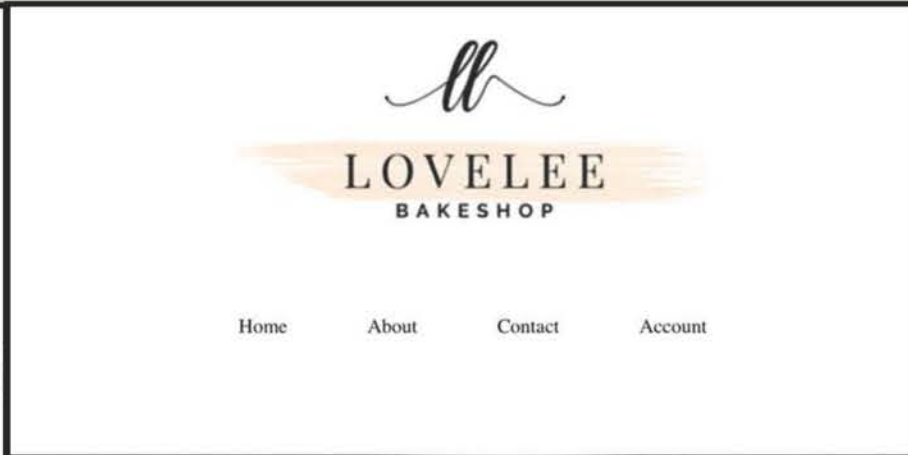


New local jobs & small businesses on 13th Street corridor



**RENZO  
GRACIE**

**JIU-JITSU  
NEW YORK CITY**





THANK YOU!







# CITY OF FORT LAUDERDALE ECONOMIC & COMMUNITY INVESTMENT

## Opportunity Zones

Central City Redevelopment Advisory Board  
September 5, 2018

# OPPORTUNITY ZONES - CREATION



- Opportunity Zones enacted by the Tax Cuts and Jobs Act on December 22, 2017
- This Program is an alternative to paying capital gains tax and provides an incredible source for non-recourse financing for long term investments.
- An Opportunity Zone is an economically-distressed community where new investments may be eligible for preferential tax treatment.
- Opportunity Zones are nominated by the state and that nomination has been certified by the Secretary of the Treasury and under the authority of the IRS

# OPPORTUNITY ZONES - FORT LAUDERDALE NOMINATIONS



## Approved Fort Lauderdale Census Tracts

OZs are an economic development tool designed to spur economic development and job creation in distressed communities

- **Northwest-Progresso Flagler Heights CRA**

Three (3) Census Tracts: 12011041400, 12011041500, 12011041600

- **Central City CRA**

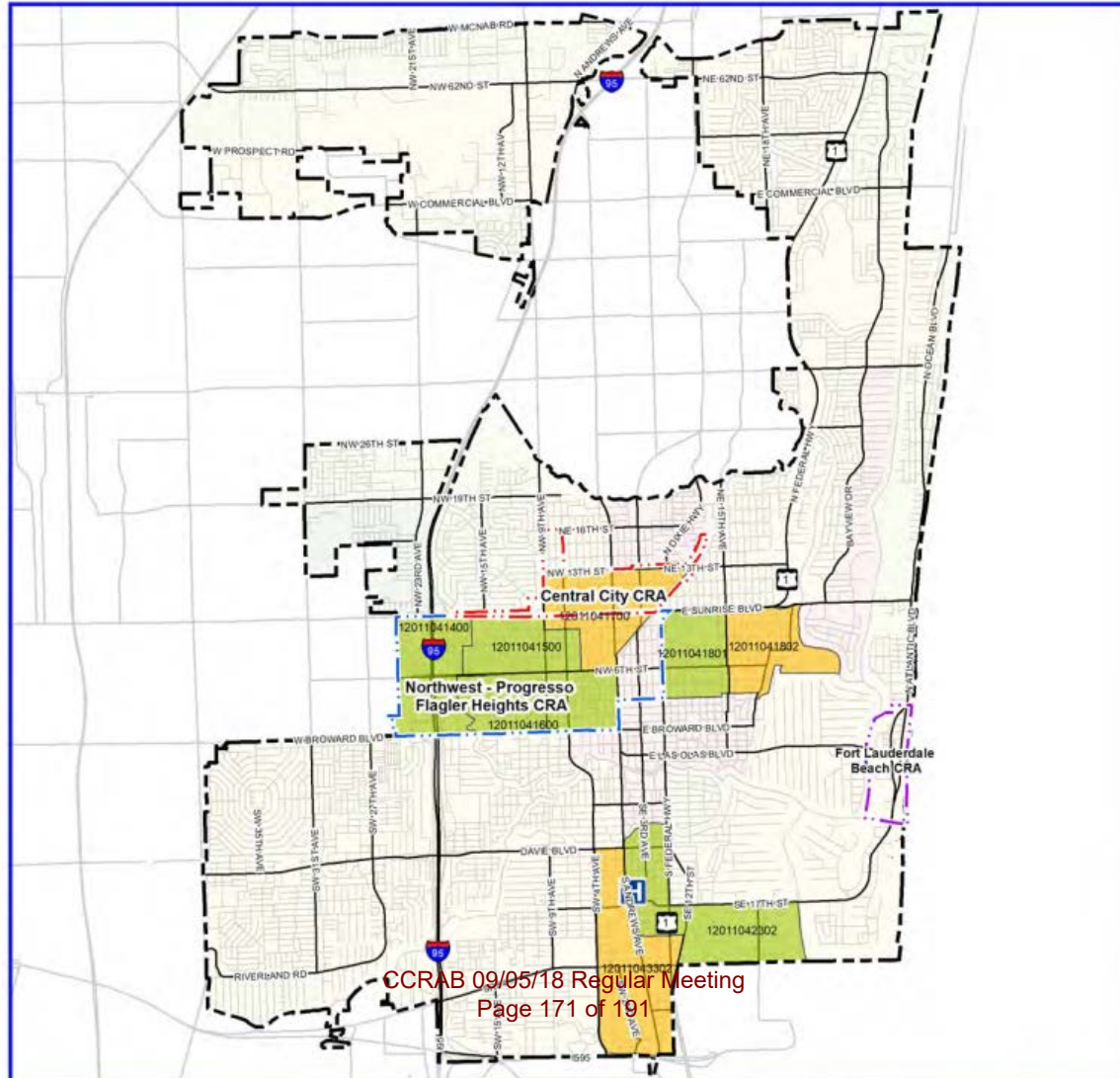
One (1) Census Tract: 12011041700

- **South Andrews – Hospital/Courthouse District**

Two (2) Census Tracts: 12011043302, 12011042302



# OPPORTUNITY ZONES – FORT LAUDERDALE MAP





# OPPORTUNITY ZONES – CENTRAL CITY CRA



Focus on the Sunrise Blvd, NE 13th St, NE 4th Ave and the Florida East Coast Railway Corridors

Provide increased redevelopment opportunities:

- Improve housing stock, streets and infrastructure
- Improve safety
- Bring quality jobs/services to the area
- Foster development of new businesses, mixed use and transit oriented development

# OPPORTUNITY ZONES



## BASICS

- Allows investors to defer paying tax on capital gains if the gains are invested in Opportunity Zones
- Investments made through Opportunity Funds

An Opportunity Fund is a vehicle set up for investing in eligible property located in an Opportunity Zone and utilizes the investor's gains from a prior investment for funding the Opportunity Fund - an eligible taxpayer self certifies by completing a form and attaches it to their tax return.

# OPPORTUNITY ZONES



## BASICS (CONT)

- The Opportunity Fund must hold at least 90% of the qualified Opportunity Zone business/property
- Incentivizes long-term investment
  - 5 year hold – 10% of the original gain is forgiven
  - 7 year hold – 15% of the original gain is forgiven
  - 10+ year hold – 100% of the original gain is forgiven

# OPPORTUNITY ZONES



## OPPORTUNITY ZONES and NMTC

- Opportunity Zones do not replace NMTC
- NMTC was renewed in the Tax Cuts and Jobs Act
- Opportunity Zones are complementary to NMTC
  - Equity = Opportunity Zones
  - Debt = NMTC



# OPPORTUNITY ZONES



IRS is still working on Opportunity Zone policies

**From:** [Christine Fanchi](#)  
**To:** [Cija Omengebar](#)  
**Cc:** [Sandra Doughlin](#)  
**Subject:** RE: NE 4th Ave - Traffic Count marking from CCRAB- followup  
**Date:** Friday, August 31, 2018 4:40:02 PM

---

Cija-

TAM contracted with Quality Traffic Data to collect 3 days (24- hours each day) of vehicular counts along NE 3<sup>rd</sup> Avenue and NE 2<sup>nd</sup> Avenue between NE 11<sup>th</sup> Street and NE 16<sup>th</sup> Street. The days of collection were scheduled for Tuesday, August 28<sup>th</sup> – Thursday, August 30<sup>th</sup>. Late August was selected as it was while school was in session and before construction started along the SB lanes. The city has not received the data yet as of today, Friday, August 31<sup>st</sup>.

Thanks-

**Christine W. Fanchi, PE, PTP**

**Transportation Engineering Design Manager**

City of Fort Lauderdale | Transportation & Mobility Department

290 N.E. 3rd Avenue | Fort Lauderdale, FL 33301

P 954-828-5226 | [cfanchi@fortlauderdale.gov](mailto:cfanchi@fortlauderdale.gov)



Under Florida law, most e-mail messages to or from City of Fort Lauderdale employees or officials are public records and may be subject to public disclosure. Please consider the environment before printing

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**From:** Cija Omengebar  
**Sent:** Thursday, August 30, 2018 8:55 AM  
**To:** Christine Fanchi  
**Cc:** Sandra Doughlin  
**Subject:** FW: NE 4th Ave - Traffic Count marking from CCRAB- followup  
**Importance:** High

Hi Christine,

Can you help provide the update we discussed on traffic count status so I can update the board next week?

Thanks!

Regards,

**Cija Omengebar, FRA-RP, CRA Planner**

City of Fort Lauderdale | Community Redevelopment Agency

914 Sistrunk Boulevard, Suite 200 | Fort Lauderdale FL 33311

P: (954) 828-4776

E: [COmengebar@fortlauderdale.gov](mailto:COmengebar@fortlauderdale.gov)

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**From:** Cija Omengebar  
**Sent:** Friday, April 6, 2018 3:42 PM  
**To:** Christine Fanchi  
**Cc:** 'Sandra Doughlin ([SDoughlin@fortlauderdale.gov](mailto:SDoughlin@fortlauderdale.gov))'  
**Subject:** NE 4th Ave - Traffic Count marking from CCRAB

Happy Friday Christine!

Here is the requested map.

Please let me know if you need anything else.

Regards,

**Cija Omengebar, FRA-RP, CRA Planner**  
City of Fort Lauderdale | Community Redevelopment Agency  
914 Sistrunk Boulevard, Suite 200 | Fort Lauderdale FL 33311  
P: (954) 828-4776 | C: (954) 826-2180  
E: [COmengebar@fortlauderdale.gov](mailto:COmengebar@fortlauderdale.gov)

---

**From:** Christine Fanchi  
**Sent:** Thursday, March 29, 2018 4:18 PM  
**To:** Cija Omengebar  
**Subject:** RE: Central City Rezoning Project Postcard & Newsletter - image of 13ST sculpture

Thanks!

**Christine W. Fanchi, PE, PTP**  
**Transportation Engineering Design Manager**  
City of Fort Lauderdale | Transportation & Mobility Department  
290 N.E. 3rd Avenue | Fort Lauderdale, FL 33301  
P 954-828-5226 | [cfanchi@fortlauderdale.gov](mailto:cfanchi@fortlauderdale.gov)



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**From:** Cija Omengebar  
**Sent:** Thursday, March 29, 2018 3:59 PM  
**To:** Christine Fanchi  
**Cc:** Diana Alarcon; Sandra Doughlin; Donald Morris  
**Subject:** RE: Central City Rezoning Project Postcard & Newsletter - image of 13ST sculpture

Thank you Christine. Will provide update to the Board and get their feedback marked-up on a map of NE4th Ave for you.

Regards,

**Cija Omengebar, FRA-RP, CRA Planner**

**City of Fort Lauderdale | Community Redevelopment Agency**

914 Sistrunk Boulevard, Suite 200 | Fort Lauderdale FL 33311

P: (954) 828-4776 | C: (954) 826-2180

E: [COmengebar@fortlauderdale.gov](mailto:COmengebar@fortlauderdale.gov)

---

**From:** Christine Fanchi

**Sent:** Thursday, March 29, 2018 3:55 PM

**To:** Cija Omengebar

**Cc:** Diana Alarcon

**Subject:** RE: Central City Rezoning Project Postcard & Newsletter - image of 13ST sculpture

Cija-

Attached are 2 photos for your use.

Neither Diana or I can make the April 4<sup>th</sup> meeting due to conflicts.

Please provide the following updates:

1. NE 13<sup>th</sup> Street—we are working on getting approval for a final work order to execute the outstanding items remaining, including the pavers. We hope that process will be completed within 2 weeks so that our contractor can have the work scheduled and implemented in late April.
2. NE 4<sup>th</sup> Avenue, Traffic study request for cut-through concerns- Yes, we promised to complete traffic studies for the parallel routes of NE 3<sup>rd</sup>, NE 2<sup>nd</sup>, and NE 1<sup>st</sup> Avenue. We'd like to ask the CRA to put together the proposed locations of the traffic counters to be placed to assist staff and make sure we fulfill the intent of this request. Please mark up a map and send to me when convenient. We will make sure to schedule the counts to happen before school ends and before construction starts to get valid counts.

Many thanks-

**Christine W. Fanchi, PE, PTP**

**Transportation Engineering Design Manager**

City of Fort Lauderdale | Transportation & Mobility Department

290 N.E. 3rd Avenue | Fort Lauderdale, FL 33301

P 954-828-5226 | [cfanchi@fortlauderdale.gov](mailto:cfanchi@fortlauderdale.gov)



Under Florida law, most e-mail messages to or from City of Fort Lauderdale employees or officials are public records and may be subject

**CCRAB 09/05/18 Regular Meeting**

**Page 179 of 191**



**From:** Cija Omengebar  
**Sent:** Wednesday, March 28, 2018 11:53 AM  
**To:** Christine Fanchi  
**Cc:** Sandra Doughlin  
**Subject:** Central City Rezoning Project Postcard & Newsletter - image of 13ST sculpture

Christine,

Do you have a good image of the 13<sup>th</sup> street sculpture that I can use for mailing notices and flyer notices for the Central City Rezoning project? Please let me know.

Thank you,

Regards,

**Cija Omengebar, FRA-RP, CRA Planner**  
City of Fort Lauderdale | Community Redevelopment Agency  
914 Sistrunk Boulevard, Suite 200 | Fort Lauderdale FL 33311  
P: (954) 828-4776 | C: (954) 826-2180  
E: [COmengebar@fortlauderdale.gov](mailto:COmengebar@fortlauderdale.gov)

## Cija Omengebar

---

**From:** MJ Matthews  
**Sent:** Thursday, August 30, 2018 9:28 AM  
**To:** Cija Omengebar  
**Subject:** RE: Next Meeting - homelessness

Good morning, Cija.

Nothing on the calendar at this time. He does have monthly small-group meetings with area pastors and nonprofit folks regarding the homeless, but another citywide update has not been scheduled. We're still trying to coordinate with Mayor Trantalis's schedule and he's doing a lot of travel next month. We'll have to see how it goes.

Vice Mayor has his regular District 4 bimonthly meetings, the SE 17<sup>th</sup> St. Mobility Working Group (11<sup>th</sup> meeting soon), as well as the Las Olas Mobility Working Group Kick-off meeting coming up, so it's just been a really busy time otherwise. I am now booking his in-person City meetings in mid-December!

Thanks for keeping in touch!

Best regards,

MJ

**MJ Matthews, JD | Commission Assistant**  
Vice Mayor Ben Sorensen - Commissioner, District 4 | City of Fort Lauderdale  
100 North Andrews Avenue, Fort Lauderdale, FL 33301  
[mmatthews@fortlauderdale.gov](mailto:mmatthews@fortlauderdale.gov) | (954) 828-5028

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**From:** Cija Omengebar  
**Sent:** Thursday, August 30, 2018 8:13 AM  
**To:** MJ Matthews <[MMatthews@fortlauderdale.gov](mailto:MMatthews@fortlauderdale.gov)>  
**Subject:** Next Meeting - homelessness

Good morning MJ,

Are there plans yet for another meeting on homelessness?

Thanks,

Regards,

**Cija Omengebar, FRA-RP, CRA Planner**  
City of Fort Lauderdale | Community Redevelopment Agency  
914 Sistrunk Boulevard, Suite 200 | Fort Lauderdale FL 33311  
P: (954) 828-4776  
E: [COmengebar@fortlauderdale.gov](mailto:COmengebar@fortlauderdale.gov)

**From:** [Safeea Ali](#)  
**To:** [City-wide Email](#)  
**Subject:** Media Summary for Wednesday, August 15, 2018  
**Date:** Wednesday, August 15, 2018 8:34:08 AM

---

*Good Morning!  
It's Wellness Wednesday...  
by stretching yourself beyond your perceived level of  
confidence you accelerate your development of competence.*

Media  
Summary

August 15, 2018

*\*\*Wellness Tip: Remember to practice sun safety by protecting yourself from UV rays. Always wear SPF30+ and hydrate by drinking plenty of water.*

[Half of Fort Lauderdale's schools unguarded one day before school starts](#)

[No more mobile showers for the homeless, Fort Lauderdale says](#)

[These South Florida beaches are for the dogs](#)

[How to Stretch Your Neck \(These can be done at your desk\)](#)

[Man found dead on public swale in Fort Lauderdale in apparent homicide](#)

[Man in coma after nearly drowning off Fort Lauderdale](#)

[South Florida camp counselor accused of molesting girl](#)

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## **Half of Fort Lauderdale's schools unguarded one day before school starts**

Brittany Wallman, Stephen Hobbs and Scott Travis, Sun Sentinel

One day before the start of school, the Broward school district still didn't have armed guards in place to protect half of [Fort Lauderdale's](#) schools.

A new state law requires that [all schools must have police or armed guards](#) when school starts. Lawmakers passed the law in the aftermath of the Feb. 14 shooting at [Marjory Stoneman Douglas High School in Parkland](#).

A Broward school official contacted the city early Tuesday, the first warning the city received that some schools had no guards, the mayor and city manager said. The city agreed to fill the shortage using police officers working on overtime. The school district will pay for it.

The situation was a turnaround from six days earlier, when a district official — at a meeting of the Florida Department of Law Enforcement’s Marjory Stoneman Douglas High School Public Safety Commission — said all schools would be covered.

Daniel Gohl, Broward County school chief academic officer, said every school in the district would have a certified law enforcement officer or a trained guardian when classes began. Some schools were supposed to have more than one.

But emails to the city Tuesday from Leo Nesmith, intern director of the Broward schools chief of staff office, said the district was 13 guards short and needed help, “at least for the first five days of school.” The city of Fort Lauderdale has 26 public schools.

“It’s disappointing,” Fort Lauderdale Mayor Dean Trantalis said. “It’s terribly disappointing.”

Trantalis said Broward Schools Superintendent [Robert Runcie](#) told him several weeks ago that all of the schools would be covered, as the new state law requires. But the city wasn’t aware of a shortage until Tuesday, the day before the start of Broward public schools, he and Fort Lauderdale City Manager Lee Feldman said.

“He assured us that the complement of school resource officers would be filled with private security guards,” Trantalis recounted, “and he said that they felt they could have them trained and in place by the start of school.”

“I think Runcie expressed they were going to do everything in their power,” Feldman recalled. “Up until this morning, we had no indication they were not going to be able to meet their requirement.”

Jeff Moquin, chief of staff for Runcie, said Tuesday evening that the district has been trying a variety of ways to cover the schools, including the new armed guardian program, expanding agreements with cities and using a third-party [contractor](#), Detail Prime, to find off-duty officers.

“We were relying heavily on the third-party contractor to deal with municipalities where there were gaps,” Moquin explained, “and unfortunately, that effort wasn’t as successful as we hoped it would be.”

With help from Fort Lauderdale and other cities, all Broward schools will have an armed guard or law enforcement officer when school opens, Moquin said. The district still hopes Detail Prime can recruit a pool of law enforcement officers long term, he said.

“It just wasn’t able to materialize in time for the start of school,” he said.



The district has had trouble filling new armed guardian positions. The vast majority of 140 applicants for the [jobs](#) didn't meet the requirements, [the South Florida Sun Sentinel previously reported](#).

The armed guardian training sessions, which are done through the Broward Sheriff's Office, began in July. Guardians must go through 144 hours of training.

Broward Sheriff's Office Col. Jack Dale said the agency will use deputies to fill in gaps as more guardians are being trained in areas that contract with the Sheriff's Office.

"We're not going to certify anyone who we don't feel successfully passes the program," Dale said at the commission meeting Aug. 8.

Only eight people in the new armed guardian positions will be in place in Broward schools Wednesday, Moquin said. The district is waiting on the psychological exam to come back for a ninth, he said. While these will be mostly in elementary schools, he wouldn't say which ones they would be.

"We don't want the general public to be aware which schools have certified law enforcement and which ones have guardians," he said.

A new cohort of 30 guardians is in training now, and those who complete it will be able to work starting Sept. 6.

The delays in filling the armed guardian positions are not unique to Broward County.

"What they're doing here, and the timetable that they're on, is the same timetable we're on and I know other counties are on," Pinellas County Sheriff Bob Gualtieri, chair of the FDLE commission, said at the meeting last week.

Polk County Sheriff Grady Judd, who is also on the commission, said 16 percent of the applicants for armed guardian, out of a pool of about 600, made it through the county's guardian process. "You've got to put hundreds of applications in the pool to end up with enough," Judd said.

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## **No more mobile showers for the homeless, Fort Lauderdale says**

Larry Barszewski, Sun Sentinel

Mobile showers being [offered to the homeless in Fort Lauderdale](#) have been turned off after city code officers said "using a portable shower outside of a structure" was not permitted.

Hope South Florida officials, who have been offering weekly showers to the homeless at two Fort Lauderdale and one [Pompano Beach](#) locations [since April 2017](#), were surprised by the city's Aug. 1 notice because they said the city had been aware of the program all along.

Ted Greer, CEO for Hope South Florida, said his organization had no permit for the activity because it operates the showers on church property. The group has been told it will need a \$200 “special events” permit that will only be good for 90 days. Hope South Florida would have to continually file lengthy, new applications.

“I knew nothing about this,” Mayor Dean Trantalis said when contacted Tuesday. “That’s insane.”

Broward commissioners also found the situation ridiculous. They unanimously passed a resolution urging the city to allow the homeless showers to continue “without requiring an extensive application and approval process.”

“The city should provide you some funds to help you, not take away from the good work you’re trying to do,” Commissioner Dale Holness said. “I don’t understand the logic at all.”

Commissioner Michael Udine said what the group is doing is nothing different from opening a locker room so people can take showers.

“To invite people to a church to take a shower, to discourage that is crazy and is not what we should stand for as a society,” Udine said.

City spokesman Chaz Adams said the city was responding to a complaint it received.

“The City looked into the matter and, upon review, determined that this is not a permitted activity on the property. We did not cite Hope South Florida, but rather, informed them that the activity was not permitted and asked them to cease operations. They complied with our request,” Adams said.

Once the organization completes a special event application, it will have to go before the City Commission for review and action, Adams said.

Greer said the weekly showers — set up in a customized trailer — have been serving about 75 to 125 people each week. They are offered at Hope South Florida’s offices at the former New Life Methodist Church on North Andrews Avenue, St. Christopher’s Episcopal Church on Northwest Sixth Avenue and in Pompano Beach at Christ Community Church on McNab Road.

“This is frustrating and hurts those we are serving, particularly in the summer months,” Greer said.

Hope South Florida has stopped all its shower programs — including the one in Pompano Beach —

while officials try to work out the situation, Greer said.

“We didn’t want to take a chance” of running into more problems, Greer said.

The North Andrews location is already permitted as a feeding center for the homeless and a food distribution center, but Greer was told those permits wouldn’t cover the showers.

Jeff Weinberger, a homeless activist, was at a July 28 event at the North Andrews site that city online records indicate may have been the reason for the complaint. Both showers and free haircuts were being offered.

“I saw homeless guys and homeless women coming out of the shower and they were so happy to take a shower and feel all nice and clean,” Weinberger said. “A shower is a way of giving people a little sense of dignity.”

The homeless situation and the city’s reaction to it has created much bad publicity. City officials talk [about money](#) they have allocated to homeless programs, but they have also taken actions that critics called “homeless hate laws.”

In 2014, the city passed a series of regulations that restricted outdoor feedings and that prohibited people from sleeping on public property or storing their items there. Police cited then-90-year-old Arnold Abbott and others for conducting outdoor feedings.

In 2017, the city raided the homeless camp in downtown Fort Lauderdale, bringing in a front-end loader to haul away belongings. In July, the city agreed to pay [\\$40,120 to 10 homeless people](#) who had their belongings destroyed in the raid.

The [encampment](#) next to the Main Library, where a man was shot Aug. 7, continues to grow as city and county officials look for a solution.

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## **These South Florida beaches are for the dogs**

Jake Cline, Sun-Sentinel

If we’re being official, the dog days of summer, [by definition](#), ended Aug. 11. But if we’re being real, [though not literal](#), the dog days of summer never end in South Florida, where options abound for pet owners who like to spend weekends on the beach with their canine pals.

In an ideal world, dogs would be [allowed](#) on any beach, on any coast, at any time. But until the Hubble Telescope or the [Space Force](#) discovers that world, we are stuck here on this one having to

contend with cities where the cat and fire-hydrant lobbies apparently have too much clout and others where dogs are welcome, but only at certain times on certain days and only so long as they don't go all human on us and dig moats around their sand castles or bury their missionary pals up to their necks.

Here are four beaches where dogs can taste a few hours of sun, sand and freedom.

### **Canine Beach**

1269 N. Fort Lauderdale Beach Blvd., Fort Lauderdale; 954-828-7275 or FortLauderdale.gov/Departments/Parks-Recreation/Dog-Friendly-Places

Located in a 100-yard area between lifeguard stands 15 and 16, Canine Beach earns its name Fridays, Saturdays and Sundays only. The area is open to dogs on those days from 3 to 9 p.m. April to October, and from 3 to 7 p.m. November to March. Year-round permits cost \$30 per dog for Fort Lauderdale residents and \$45 per dog for nonresidents. Weekend passes cost \$7 per dog.

### **Haulover Park**

10800 Collins Ave., Miami Beach; 305-947-3525 or MiamiDade.gov/Parks.

Of the beaches on this list, this one is by far the least restrictive and most friendly to the fur balls. At Haulover Park, dogs are welcome from 8 a.m. to 3 p.m. daily to romp between lifeguard towers 2 and 3. The park enforces a two-dog-per-person limit, and forbids puppies younger than 6 months. Park admission is \$5 for cars on weekdays and \$7 on weekends and holidays. After the beach, your little friends can burn off whatever energy remains in the park's 3.3-acre dog park.

### **Bark Beach at Spanish River Park**

3001 N. State Road A1A, Boca Raton; 561-367-7035 or MyBoca.us

As with Fort Lauderdale's dog beach, Boca's Bark Beach is a weekend-only affair (7-9 a.m. and 5 p.m.-sunset Friday-Sunday, between lifeguard towers 18 and 20), and like Haulover Park, it doesn't want to see anyone rolling with more than two dogs. But, boy, do parkgoers not want their regal beasts frolicking with dogs claiming non-Boca Raton ZIP codes. While city residents are charged \$31 for annual permits, nonresidents are charged a whopping \$167 per dog (call it the Snoopy tariff). Weekend passes cost a charitable \$11 per dog.

### **Hollywood Dog Beach**

4999 N. Surf Road; 954-921-3404 or HollywoodFl.org/318/Dog-Parks

Far from sniffing distance of Margaritaville, Hollywood Dog Beach is located between Pershing and Custer streets and is open from 4 to 8 p.m. during Daylight Saving Time and from 3 to 7 p.m. the rest of the year. Six-month passes cost \$30 for residents and \$60 for nonresidents (hey, what is this, Boca?). Day passes cost \$5 per dog for residents and \$10 per dog for nons. Dogs must be



wearing a current rabies tag and are allowed to run freely within the designated, 50-yard area.

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## How to Stretch Your Neck

WebMD

If your neck is stiff or sore, you have lots of company. [Neck pain](#) is one of the most common [types of pain](#) among Americans. But as with any other part of your body, exercises and stretches can make the muscles in your neck stronger and more limber. Try these moves to loosen a tense neck, banish pain, and gain flexibility.

Bonus: A strong neck can help prevent problems with your shoulders, upper back, and arms, too.

If you already have [pain](#) in your neck or elsewhere, talk to your doctor before you start. You will feel some tension in your neck muscles when you stretch. But you shouldn't have pain. If you do, stop right away.

### Forward and Backward Tilt

This can be done while you're seated or on your [feet](#). Keep your moves slow and smooth.

- Start with your head squarely over your shoulders and your back straight.
- Lower your chin toward your chest and hold for 15-30 seconds. Relax, and slowly lift your head back up.
- Tilt your chin up toward the ceiling and bring the base of your skull toward your back. Hold for 10 seconds, then return to the start position.
- Repeat the set several times. Do it every day.

### Side Tilt

- Do this while standing, with your feet hip-width apart and arms down by your sides.
- Gently tilt your head toward your right shoulder and try to touch it with your [ear](#). Stop when you feel the stretch. Don't raise your shoulder.
- Hold the stretch for 5-10 seconds, then return to the start position.
- Repeat on your left side. You can do several sets and work your way up to 10 repetitions.
- For extra stretch, put the [hand](#) on the same side of your tilted head on top of your head, and press lightly with your fingertips.

### Side Rotation

You can do this while seated or standing.

- Keep your head squarely over your shoulders and your back straight.
- Slowly turn your head to the right until you feel a stretch in the side of your neck and [shoulder](#).
- Hold the stretch for 15-30 seconds, and then slowly turn your head forward again.
- Repeat on your left side. Do up to 10 sets.

### Shoulder Roll

This is best done standing up.

- Raise your shoulders straight up and move them in a circle going forward. Do it 6 times.
- Return to the start position, and make another 6 circles, this time going backward.

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## **Man found dead on public swale in Fort Lauderdale in apparent homicide**

Amanda Batchelor, Local 10

A man was found dead Monday morning on a public swale in Fort Lauderdale, authorities said.

Fort Lauderdale police said the body of Curtis Tralyor, 35, was found just before 7:30 a.m. in the 2500 block of Northwest 13th Court.

Detectives are not releasing the cause of death at this time.

Anyone with further information about the case is asked to call Sgt. S. Novak at 954-828-5556 or [Broward Crime Stoppers](#) at 954-493-8477.

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## **Man in coma after nearly drowning off Fort Lauderdale**

Amanda Batchelor, Local 10

A man is in a coma after being pulled from the water off Fort Lauderdale Beach, authorities said Tuesday.

The incident was reported Tuesday afternoon in the area of North Ocean Boulevard and Northeast 27th Street.

Fort Lauderdale Fire Rescue officials said lifeguards pulled the man from the surf around 1:45 p.m.

He was taken to Holy Cross Hospital in critical condition.

No other details were immediately released.

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## **South Florida camp counselor accused of molesting girl**

Amanda Batchelor, Local 10

A mother hearing a “grown man’s voice” coming out of her daughter’s phone led to an investigation that ended with a Fort Lauderdale summer camp counselor’s arrest Monday on a lewd and lascivious behavior charge.

Davie resident Christopher Falzone, who remains in Broward County Main Jail with a \$25,000 bond, met the girl while he worked at Camp Live Oak day camp in Fort Lauderdale this summer,

according to a probable cause affidavit.

The affidavit says Falzone, 35, admitted to having private Facebook Messenger conversations with the girl and whispering “I love you” to her. He claimed he didn’t remember putting his hand down her shorts, as the girl described to police, but he said he wasn’t calling her a liar.

The affidavit does not indicate the age of the girl.

Fort Lauderdale cops began looking into this counselor-camper relationship after being contacted by the girl’s mother. On Aug. 3, she heard “a grown man’s” voice on the phone with her daughter and asked with whom the girl was talking. When her daughter quickly hung up, the mother grabbed the phone and found the last call was a Facebook Messenger call with Falzone.

Mother asked daughter if Falzone ever touched her. The affidavit says the girl wept while answering, “Yes.”

Four days later, the girl told Fort Lauderdale police while she sat out the swimming portions of camp after breaking her arm, Falzone would sit with her, put his hand inside her shorts and fondle her in silence. He’s also fondle her under her shirt. She said this happened about 15 times in this manner. It also happened, she said, in the back of the bus on field trips.

Afterwards, he would whisper to her, “I love you” or “You’re my beautiful.”

She told police they communicated via cell phones and the Facebook Messenger after days at camp, which she attended from June 11 through Aug. 3, the day her mother heard the phone call. When investigators examined Facebook Messenger, the affidavit says, they found message exchanges between the girl and Falzone from July 13 through Aug. 3.

Falzone’s LinkedIn page says he’s an “Intensive Math Teacher” with Charter Schools USA, which operates 42 charter schools in Florida. One of those is Renaissance Charter School in Cooper City, which a [WPLG Channel 10 report](#) identifies as Falzone’s school.

His LinkedIn page also says he was the Music Director at Two Rivers Church in Cooper City for two stints from 2012 to 2014; a Volunteer Coordinator at the Young At Art Museum in Davie for six months from 2013 to 2014; and was a substitute teacher at Sheridan Hills Elementary from November 2008 through June 2013.



# FORT LAUDERDALE C.R.A.

## Central City Rezoning Special Meeting



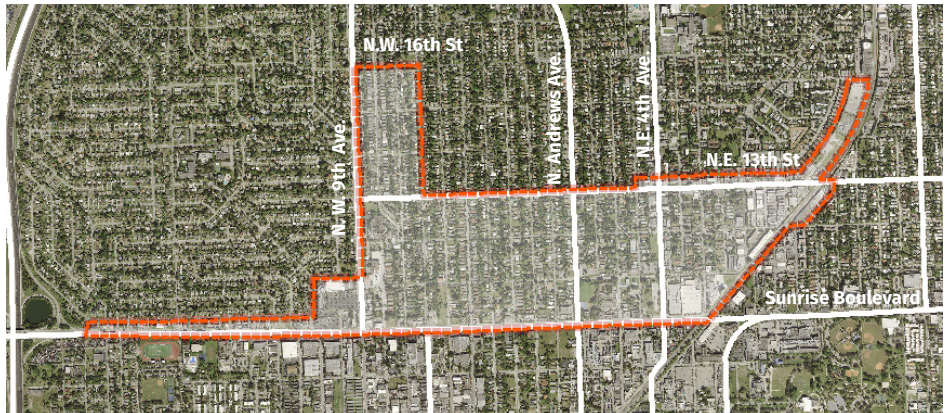
WEDNESDAY - SEPTEMBER 26, 2018 - 6:00 PM

**Fort Lauderdale City Hall  
1st Floor Chambers  
100 N. Andrews Ave  
Fort Lauderdale, FL 33304**



You are invited to a Special Meeting of the City of Fort Lauderdale Community Redevelopment Agency (CRA) Advisory Board to review the proposed mixed-use zoning classification(s) for the Central City CRA. There will be a time designated for public comment at this meeting.

The CRA needs community input during this important effort. With your valued feedback, the new zoning can be the next step in making the Central City CRA a distinctive place to live, work, play, shop, and visit.



**Comments or Questions? call (954)828-4756, or  
email [centralcityrezoning@fortlauderdale.gov](mailto:centralcityrezoning@fortlauderdale.gov)**

If you require ADA accommodation, please contact City Clerk's Office at (954)828-5002 and arrangements will be made to provide these services for you.  
CCRAB\_09/05/18 Regular Meeting  
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