



Lake Park Town Commission, Florida
Special Call Community Redevelopment Agency
Meeting Agenda

Wednesday, April 19, 2023

Immediately Following the Regular Commission Meeting,

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

Roger Michaud	—	Chair
Kimberly Glas-Castro	—	Vice-Chair
John Linden	—	Agency Member
Mary Beth Taylor	—	Agency Member
Judith Thomas	—	Agency Member
Henry K. Stark	—	Agency Member
John O. D'Agostino	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian Mendez, MMC	—	Agency Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, 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. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION/REPORT:

None

PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Agency Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

CONSENT AGENDA:

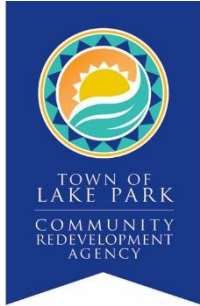
- [1.](#) March 15, 2023 Community Redevelopment Agency Meeting Minutes
- [2.](#) Resolution 35-04-23 Authorizing and Directing the Chair to Execute a Second Amendment to the Agreement with Vincent and Sons Landscaping, Inc., for the Provision of Professional Landscape Maintenance Services within the Boundaries of the Community Redevelopment Agency.

NEW BUSINESS:

- [3.](#) Resolution 36-04-23 Authorizing and Directing the Chairman to Sign a First Amendment to the Grant Agreement with Oceana Logistics International Inc., Kiss Kitchens LLC and Florida Canning Company LLC Collectively as the Lake Park Group.

AGENCY MEMBER REQUESTS:**ADJOURNMENT:**

FUTURE MEETING DATE: The next scheduled Community Redevelopment Agency Meeting will be conducted on June 5, 2023.



Community Redevelopment Agency Agenda Request Form

Meeting Date: April 19, 2023

Agenda Item No.

Agenda Title: March 15, 2023 Special Call Community Redevelopment Agency Meeting Minutes.

☐ SPECIAL PRESENTATION/REPORT ☒ **CONSENT AGENDA**
☐ OLD BUSINESS ☐ NEW BUSINESS
☐ OTHER:

Approved by Executive Director: John D'Agostino Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of
Lake Park, ou=Town Manager,
email=jdagostino@lakeparkflorida.g
ov, c=US
Date: 2023.03.30 15:48:02 -04'00' **Date:** _____

Vivian Mendez, Agency Clerk, MMC

Originating Department: Agency Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Meeting Minutes Exhibits "A-B"
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>V.M.</u> Please initial one.

Recommended Motion: I move to approve the March 15, 2023 Special Call Community Redevelopment Agency Meeting Minutes.



Lake Park Town Commission, Florida

Community Redevelopment Agency Meeting Minutes

Wednesday, March 15, 2023 at 6:30 PM

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

Kimberly Glas-Castro	—	Vice-Chair
John Linden	—	Agency Member
Mary Beth Taylor	—	Agency Member
Henry K. Stark	—	Agency Member
John O. D'Agostino	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian Mendez, MMC	—	Agency Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, 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. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.

CALL TO ORDER/ROLL CALL

6:32 P.M.

PRESENT

Vice-Chair Kimberly Glas-Castro

Board Member John Linden

Board Member Henry Stark

Board Member Mary-Beth Taylor

PLEDGE OF ALLEGIANCE

Vice-Chair Glas-Castro

SPECIAL PRESENTATION/REPORT:

1. Presentation by Business Flare on the Proposed CRA Expansion Areas.

Kevin Crowder with Business Flare presented to the Community Redevelopment Agency. Vice-Chair Glas-Castro asked how the discussions were going with Palm Beach County. Executive Director D'Agostino explained his most recent discussion with Ms. Verdenia Baker, Palm Beach County Administrator went well. He explained that Ms. Baker was receptive to the plan in which

the CRA would not be requesting additional funding. He stated that the CRA would not require additional matching funds from Palm Beach County. He was hopeful that the Town would receive approval of the proposed expansion. Vice-Chair Glas-Castro explained the next steps in the process as the CRA would make a recommendation to the Town Commission to adopt a Resolution adopting the Finding of Necessity and requesting Palm Beach County to delegate authorities granting them by Florida State Statute 163, entering into an amended Interlocal Agreement, then formally amend CRA Plan to include the expanded area. Executive Director D'Agostino explained that the Plan would not exceed past 2040. Mr. Crowder explained that the items that are included in the plan would be allowed in the expanded areas. Board Member Stark asked if those in the proposed expanded area had been notified. Executive Director D'Agostino explained that there has not been much response from the businesses that are part of the expanded area. Mr. Crowder explained how a previous client reached out to the expanded area to explain what it meant to be included in a CRA. Executive Director D'Agostino stated that a workshop with the expanded area businesses would be beneficial before the process moved to the County. Board Member Taylor asked if the blight area could be helped by Code Compliance. Executive Director D'Agostino explained that some of the issues could be resolved by Code Compliance, which was the reason the Town had hired a Code Compliance Officer specifically for the CRA area.

Motion made to forward the item to the Town Commission by Board Member Stark, Seconded by Board Member Linden.

Voting Yea: Vice-Chair Glas-Castro, Board Member Taylor.

PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Agency Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

None

CONSENT AGENDA:

Motion made to approve the Consent Agenda by Board Member Linden, Seconded by Board Member Stark.

Voting Yea: Vice-Chair Glas-Castro, Board Member Taylor

2. January 18, 2023 Special Call Community Redevelopment Agency Meeting Minutes
3. Request to Authorize The Town of Lake Park Community Redevelopment Agency Executive Director to Encumber and Expend Funding and to Approve a Proposal From Engenuity Group for the Provision of Professional Surveying Services Associated with the Proposed Park Avenue and 10th Street Landscape and Hardscape Refresh.

NEW BUSINESS:

4. Resolution 22-03-23 Additional Grant Request by Brooklyn Cupcake for Assistance with their Hood System.

Executive Director D'Agostino explained the item (see Exhibit "A"). Board Member Linden asked when this grant would expire. Community Development Director Nadia DiTommaso explained that this would be a standalone grant, which would begin now if approved. Board Member Linden asked when their clock would begin considering they have not opened yet. Executive Director D'Agostino explained that the clock began when the item was approved even though they have not opened.

Mr. Gus Rodriguez and Ms. Carmen Rodriguez presented to the Board. Agency Member Stark expressed concern with the amount of the grant. Mr. Rodriguez explained that the additional grant funds would offer a food experience to the community. Board Member Stark expressed concern related to parking. Mr. Rodriguez assured the Board that there was ample parking in the plaza.

Public Comment:

Roger Michaud asked questions of the applicant regarding the expansion of the business. The applicant responded to the questions.

Millad Porters spoke in support of the grant programs offered by the CRA. He explained his experience with CRA grants as matching grants. He asked if the program has changed to where no match would be required for future grants. Executive Director D'Agostino explained that this program was designed to increase employment opportunities. The grant Mr. Porters referred to was for a different purpose, which was why it was a 50/50 match. Community Development Director DiTommaso explained that the grants to be discussed, as the next agenda item, are new

business grants. These businesses have already invested in the buildout in order to open their doors, which is taken into account when staff accesses the application. Executive Director D'Agostino explained that we are trying to match the need of a grant to a type of business.

Motion made to approve Resolution 22-03-23 by Board Member Stark, Seconded by Board Member Taylor.

Voting Yea: Vice-Chair Glas-Castro, Board Member Linden

5. CRA Business Assistance Discussion.

Executive Director D'Agostino explained the item (see Exhibit "B"). Community Development Director DiTommaso explained what was presented in the agenda was a preliminary draft of the grant applications. They were provided so that staff could receive input from the Board and the public. The purpose of the discussion was to structure the applications and process in the most effective and efficiently manner for the businesses in the CRA. The CRA has historically provided economic development grants to businesses. There is an immediate need to assist the existing businesses and some of the residential properties that have experienced impacts. The two applications included are for commercial properties and residential properties. She explained the applications. Vice-Chair Glas-Castro had questions regarding the operational sustainability. She asked what happens if someone has a bad business plan. Community Development Director DiTommaso explained that the application process was discussed by staff and it would be a challenge. She explained that these are high risk programs. Executive Director D'Agostino explained that help with development of a business plans could be included as part of the program. Board Member Stark agreed with including the assistance of a business plan to all businesses, with a business paying 50% of the cost, instead of offering the opportunity to only a business that was failing. He explained that there were two (2) ideas – expense and income. Board Member Linden was in favor of the program. He would like to see included a business plan consultant. He asked if a checklist had been developed for the program. Grant Writer/Chief Public Information Officer Merrell Angstreich explained that the title of the person to assist with this process would change over time, depending on what the person role. Board Member Linden asked if a workshop was forthcoming. Grant Writer/Chief Public Information Officer Angstreich explained that after the application process was complete, a workshop would be scheduled.

Public Comment:

1. Gus Rodriguez spoke of business sustainability and his experience as a business owner. He suggested that the business plan be reviewed continually, so that businesses are assisted in succeeding. Carmen Rodrigues shared the business experience during the Covid pandemic.

2. Linette Battle spoke of her business experience and the benefit of this program.

3. Millard Porters spoke of the business assistance grants and asked how the Town could bring more patrons to Downtown. Executive Director D'Agostino explained the Town's mobility initiative.

4. Mary Jane Zapp spoke of what fun activities The Artist of Palm Beach have been doing since she last spoke at a CRA Meeting.

5. Saul Chevelon spoke in support of the business assistance grants.

6. Charles Chase asked if there was a plan on keeping patrons in the CRA all day and night. He suggested showcasing the Town and staying in the CRA.

7. Ken Bowers spoke in support of the CRA assistance grants.

8. Jason Ramos spoke in support of the business grant. He stated that this is an event driven Town.

Board Member Stark suggested a business development council. He thanked everyone for attending. Vice-Chair Glas-Castro explained that the next steps would be for staff to take the recommendations and refine the application and schedule a future workshop. Executive Director D'Agostino agreed and stated that marketing and establishing CRA based activities would also be considered. He explained that currently there was no CRA staff to implement the suggestions. He would create an initiative to hire staff and to develop a successful CRA.

6. Community Redevelopment Agency Annual Report

Executive Director D'Agostino reviewed the annual plan with the Board.

Motion made to accept the CRA Annual Plan and forward to the Town Commission by Board Member Linden, Seconded by Board Member Stark.

Voting Yea: Vice-Chair Glas-Castro, Board Member Taylor

7. Request to Authorize the Executive Director to Encumber and Expend Funding and to Approve a Proposal from Engenuity Group for the Development of 100% Construction-Ready Engineering Design Plans Associated with the Proposed Oval-A-Bout at the Roadway Intersection of 10th Street, Prosperity Farms and Northern Drive.

Board Member Stark asked when the anticipated completion of the project was. Public Works Director Travieso stated that the design period were anticipated to begin April 2023 and be completed by June 2024. Board Member Stark asked if the environmental impacts were taken into account for the total concept. Public Works Director Travieso explained that drainage was taken into account, but no environmental studies were required for this type of project.

Motion made to authorize the Executive Director to enter into the agreement and encumber the funds for the development of 100% construction-ready engineering design plans associated with the Oval-A-Bout by Board Member Linden, Seconded by Board Member Stark.

Voting Yea: Vice-Chair Glas-Castro, Board Member Taylor

AGENCY MEMBER COMMENTS: None

ADJOURNMENT:

9:05 P.M.

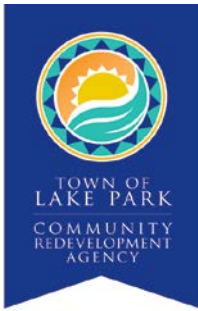
FUTURE MEETING DATE: The next scheduled Special Call Community Redevelopment Agency Meeting will be conducted on April 19, 2023.

Vice-Chair Roger D. Michaud

Town Seal

Town Clerk, Vivian Mendez, MMC

Approved on this _____ of _____, 2023



CRA Agenda Request Form

Meeting Date: March 15, 2023

Agenda Item No.

Agenda Title: Grant Agreement with Brooklyn Cupcake for \$94,050 for their Hood System.

<input type="checkbox"/> SPECIAL PRESENTATION/REPORT <input type="checkbox"/> OLD BUSINESS <input type="checkbox"/> DISCUSSION FOR FUTURE ACTION	<input type="checkbox"/> CONSENT AGENDA <input checked="" type="checkbox"/> NEW BUSINESS: Resolution <input type="checkbox"/> OTHER: General Business
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Approved by Executive Director: _____ **Date:** _____
Prepared by Nadia Di Tommaso, Community Development Director

Originating Department: <p style="text-align: center;">CRA Executive Director (Town Manager)/Community Development</p>	Costs: \$ 94,050 Funding Source: CRA-Business Development / Legal #108 Acct. # 110-55-552-520-82111 <input type="checkbox"/> Finance <small>Jeffrey P. Duvall</small>	Attachments: -Resolution __-03-23 -Agreement for \$94,050 -Applicant Business Plan and Quotes for Hood System
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Background and Summary

Brooklyn Cupcake (BC) is an established business in Brooklyn, New York who previously sought a redevelopment grant from the CRA in the amount of \$130,000 to be used for the redevelopment of its property located at 798 10th Street, Lake Park, Florida (the Property). This prior grant was awarded in August 2022 and the business immediately moved full speed ahead on a very lengthy process for their interior buildout and grease trap installation. This process is a couple of weeks away from being completed and Brooklyn Cupcake is scheduled to open in April 2023 (date TBD and will be advertised). The Property is being leased by Brooklyn Cupcake and will be their first in Florida. While their initial food service offering will be limited to oven baked and prepared foods and goods, in order to expand their offerings, the CRA Executive Director offered to assist Brooklyn Cupcake with the costs associated with their hood system. This will expand their menu and provide a much needed variety in this area of the CRA, an element that will also benefit Coastal Karma and other surrounding non-food related businesses.

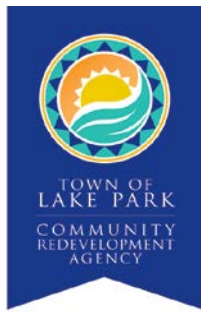
The estimated costs are \$94,050 (the Grant) for the hood system (as provided in the enclosures by Brooklyn Cupcake). If there are overages on these costs, since not all contracts are signed, Brooklyn Cupcake will cover the difference in cost. The business will remain open during the hood system buildout since all the main infrastructure and stub outs are already in place.

The CRA, through the current CRA Plan, has the authority pursuant to Chapter 163, Part III, Florida Statutes, to provide financial incentives in the form of grants to small business owners proposing to re-develop properties within the Town's community redevelopment area.

Brooklyn Cupcake has already incurred significant out-of-pocket costs associated with their redevelopment (which they will also explain in their presentation) of well over \$200K. This hood system assistance will enable them to expand their menu and overall business offerings. The hood system breakdown of costs will be the following (and would be amortized over a 5 year period per the enclosed agreement, to promote that the business remains in operation for at least 5 years, or a prorated amount of the grant would need to be reimbursed):

Cost Breakdown		
Item		Estimated Cost
Hood Installation	As quoted by Cheney Bros.	56,450
Fire Alarm	As quoted by Dilo Fire	12,750
Architect		8500
Electric		5000
Plumbing		3000
HVAC		1000
Service Rail		2000
Grease Guard		1500
Permits		2500
Ceiling Work		1200
Dumpster		150
	Sub-total	94,050

Recommended Motion: I move to APPROVE Resolution __-03-23.



**CRA
Agenda Request Form**

Meeting Date: March 15, 2023

Agenda Item No.

Agenda Title: CRA Draft Grant Applications to Assist Existing Businesses, Small-Scale Commercial/Industrial Property Improvements and Residential Properties.

[] Consent Agenda [X] Discussion/Possible Action
[] Presentation [] Resolution
[] Other

Approved by Executive Director: _____ **Date:** _____

Name/Title

Originating Department: CRA Executive Director/Grant Writer/Community Development	Costs: \$ N/A at this time. Funding Source: Acct. # [] Finance _____	Attachments: → CRA Draft Commercial/Industrial Grant Application → CRA Draft Residential Grant Application → Zoning Map (identifying the CRA boundary)
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Summary Explanation/Background:

Over the past few years, the Town has experienced an extensive upswing in developers, investors, and a variety of stakeholders interested in investing in the Town. When fashioned correctly, economic development incentives are wonderful tools that help to create jobs, revitalize areas, promote investment in the community and strengthen local industries and services. In 2019, an incentives package was created by staff, and presented and deemed acceptable by the CRA Board. While the incentives package has been utilized since 2019 for several larger redevelopment projects and for new businesses seeking relocation or startup in the CRA, the incentives package was primarily geared towards these larger redevelopment projects and new businesses coming to the CRA. These incentives are still possible utilizing additional funds than those that are required for the programs presented below.

With the above being said, while the prior incentive agreements were structured to assist existing businesses as well, it has become increasingly evident that the COVID pandemic has presented several unintended long-term impacts to existing businesses and has prevented the ability for some property owners, whether commercial/industrial, or

residential, to perform façade or other types of smaller-scale property improvements. In addition, while the CRA has several mixed-use projects and industrial projects in the pipeline, some, particularly those proposing additional residential units in the CRA to attract people who will in turn support the existing businesses, will not come online for another few years. The existing businesses and properties have immediate needs. Consequently, the enclosed draft CRA Grant applications (geared specifically to existing Commercial/Industrial businesses and property owners, along with Residential properties in the CRA) are being presented in an effort to create dedicated programs for assistance as follows:

*The purpose of the **CRA Commercial and Industrial Improvement Grant Program**, which includes the **facility improvement grant** and the **operational sustainability grant**, is to assist commercial property and business owners in the CRA with maintaining their businesses and/or properties during times of financial distress and encouraging them to invest in their operations through interior or exterior improvements. The objective is to stimulate reinvestment in the CRA districts and to preserve or renew the traditional business areas and establish them as centers for community-oriented activities. The CRA is able to dedicate \$500K, on a first-come, first-serve basis, towards this grant program at **up to 50%** reimbursement of the total project cost, **up to a \$75,000 grant per applicant**.*

*The purpose of the **Residential CRA Grant Program** is to encourage redevelopment and revitalization of residential structures and properties by offering **limited** financial and technical assistance. The overall objective is to stimulate reinvestment in the CRA districts and to preserve or revitalize the homes that create the unique character of the community. The CRA is able to dedicate \$250K, on a first-come, first-serve basis, towards this grant program at full payment (for low-income homeowner-occupied properties) and 50% reimbursement (for residential rental properties occupied by low-income tenants) of the total project cost, to pay for the design and/or implementation of eligible improvements to existing residential structures within the CRA. A grant reward **cap of \$25,000** applies to all applications.*

The additional grant guidelines are enclosed in the draft applications. ***Note, these grant programs as structured are high-risk programs, especially for the funds allocated to existing businesses in distress since there is no mechanism to fully guarantee that even with assistance they will remain in business long-term (even if an approved grant agreement requires it).*** Legal review is still pending and may result in changes to the structure, criterion etc. The purpose of this agenda item is to initiate discussion with the CRA Board and community and receive input. The CRA's Public Information Officer utilized all active CRA email addresses currently available in Constant Contact to provide notification of this discussion at tonight's meeting.

*Reminder: **These proposed programs are separate from the larger property redevelopment grants and new business relocation and start-up grants that have been typical to the CRA until recently and subject to our previously developed incentives package that is economic development based.***

Recommended Motion: For Discussion and Direction.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

CRA Item #4

Item 1.

MEETING DATE: 3/15/23

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name: Roger Michaud

Address: 355 E Ilex Drive

If you are interested in receiving Town information through Email, please
provide your E-mail address: rogermichaudlakepark@gmail.com

I would like to make comments on the following Agenda Item:

Brooklyn Cuprates Request (Resolution 22-03-23)

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK PUBLIC COMMENT CARD

CAA Item #5
Item 1.

MEETING DATE: 3-15-2023

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name: Jason Ramos

Address: 909 Lake Shore Drive #117

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:

Existing business grant

I would like to make comments on the following Non-Agenda Item(s):

Lack of Art District Vision

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

CRA Item #11

Item 1.

MEETING DATE: 3/15

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name: Millan Pardo
Address: 139 EVERGREEN D

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:

Res. 22-03-23

• Brooklyn Cupcake

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

CRA

Item 1.

MEETING DATE: 3/15/2023

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name:

Gus Rodriguez

Address:

796 10th St

If you are interested in receiving Town information through Email, please
provide your E-mail address:

gotbrooklyn@gmail.com

I would like to make comments on the following Agenda Item:

Business Sustainability

I would like to make comments on the following Non-Agenda Item(s):

Item #5

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

CRA

Item 1.

MEETING DATE: 3-15-2023

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name:

Lynette Battle

Address:

1249 10th Street

If you are interested in receiving Town information through Email, please provide your E-mail address:

blubbattle@aol.com

I would like to make comments on the following Agenda Item:

existing buissness Grant - buisness
assistance

I would like to make comments on the following Non-Agenda Item(s):

Item #5

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

Item 1.

MEETING DATE: 3/15/23

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name: PORTERS - MILLARD KJO

Address: 720 PARIZ AVENUE

If you are interested in receiving Town information through Email, please provide your E-mail address: info@brewhousegallery.com

I would like to make comments on the following **Agenda Item:**

BUSINESS ASSISTANCE GRANTS, -

PEOPLE

I would like to make comments on the following **Non-Agenda Item(s):**

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

CRA

Item 1.

MEETING DATE: 3/15/23

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name: MARY JANE ZAPP 561 308 6992

Address: WEST PALM BEACH

If you are interested in receiving Town information through Email, please

provide your E-mail address: MARY JANE ZAPP@gmail.com

I would like to make comments on the following Agenda Item:

Grants Program

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

CRA

Item 1.

MEETING DATE: 3/10/23

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name:

Saul Cheulfor - Chevelon

Address:

425 Crescent Dr.

If you are interested in receiving Town information through Email, please provide your E-mail address:

SaulCheulfor@gmail.com

I would like to make comments on the following Agenda Item:

Acceptance of the Community
Redevelopment Agency (CRA)

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

CRA Item #15

Item 1.

MEETING DATE: 3/15/23

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name: Charles Chase

Address: 796 10th ST.

If you are interested in receiving Town information through Email, please
provide your E-mail address: coastalkarmabrewing@yahoo.com

I would like to make comments on the following Agenda Item:

CRA grant

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

CRA Item 1.

MEETING DATE: 3/15/2023

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name:

Ken Bowers

Address:

1253 10th St Lake Park 33403

If you are interested in receiving Town information through Email, please provide your E-mail address:

Operation Hope, Inc @ yahoo.com
FamilyDevCtr@yahoo.com

I would like to make comments on the following Agenda Item:

Grants

+ CRA Assistance

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

CRA

Item 1.

MEETING DATE: 03/15/23

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name: Ken Bowers

Address: Operation Hope

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:

CRA #5

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

at the CRA Board's discretion. The landscape services agreement is set to expire on **June 3, 2023** and Agency Staff has recommended to the CRA Executive Director that the contract be extended.

Additionally, at the direction of the CRA Executive Director, Agency Staff requested an updated cost proposal from Vincent and Sons' Landscaping (the "Contractor"), Inc. to continue the services during the one-year extension. The Contractor has agreed to provide the landscape services, including the terms, conditions, and specifications of the original agreement, for a total annual cost of **\$94,467.00**, which represents an increase of just **4.19%** percent versus current contracting cost

The CRA Executive Director recommends approval.

Recommended Motion:

I move to adopt Resolution No. _____.

RESOLUTION 35-04-23

A RESOLUTION OF THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING AND DIRECTING THE CHAIR TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH VINCENT AND SONS LANDSCAPING, INC., FOR THE PROVISION OF PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES WITHIN THE BOUNDARIES OF THE COMMUNITY REDEVELOPMENT AGENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lake Park Community Redevelopment Agency (“CRA”) is a dependent special district of the Town of Lake Park (Town); and

WHEREAS, pursuant to Chapter 163, Part III, Florida Statutes, the CRA is authorized to enter into contracts for the provision of goods and/or services and;

WHEREAS, the CRA is responsible for the maintenance and upkeep of landscaping within its boundaries, and requires a landscaping contractor to provide landscape maintenance services (the Services); and

WHEREAS, on June 3, 2020, the CRA entered into an agreement with Vincent and Sons Landscaping, Inc., (Contractor), whereby the Contractor agreed to provide the Services within the CRA boundaries (the Agreement); and

WHEREAS, the CRA and Contractor have previously executed an amendment to the Agreement; and

WHEREAS, the Agreement expires on June 3, 2023, however it provides for two optional one-year extensions, which may be exercised in the sole discretion of the CRA; and

WHEREAS, the CRA’s Executive Director has recommended to the CRA Board of Commissioners that it exercise the first option and an amendment to its agreement to the Agreement for the Services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The CRA Board of Commissioners hereby exercises the first option to the Agreement and authorizes and directs the Chair to execute the second amendment to the

agreement with the Contractor for the provision of the Services, a copy of which is attached hereto and incorporated herein as **Exhibit A**.

Section 3. This Resolution shall become effective immediately upon its execution.

SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY AND VINCENT AND SONS LANDSCAPING, INC.

THIS SECOND AMENDMENT to the agreement between the LAKE PARK COMMUNITY REDEVELOPMENT AGENCY, 535 PARK AVENUE, LAKE PARK, FLORIDA, 33403 ("CRA") and VINCENT AND SONS LANDSCAPING, INC., PO BOX 20605, WEST PALM BEACH, FLORIDA 33416 ("Contractor") (collectively "the Parties") is entered into this ____ day of _____, 2023.

RECITALS

WHEREAS, on June 3, 2020, the CRA and Contractor previously entered into an agreement with the Contractor whereby the Contractor agreed to provide landscaping maintenance services (the Services) within the area of the Town along Park Avenue which is within the boundaries of the CRA (the Agreement); and

WHEREAS, the CRA and the Contractor have previously amended the Agreement; and

WHEREAS, the CRA Board of Commissioners has determined that it wants to exercise the first one-year extension with the Contractor for the provision of the Services); and

WHEREAS, the CRA agrees to compensate the Contractor \$94,467.00 for its provision of the Services during the one-year extension period; and

WHEREAS, the terms and conditions of the Agreement, including those which incorporate the terms and conditions of Bid No.104-2020 shall remain effective.

NOW THEREFORE, the Parties, in consideration of the benefits flowing from each to the other do hereby agree as follows:

Section 1. The Whereas clauses are hereby incorporated herein.

Section 2. **Second Amendment of the Agreement.**

The CRA and the Contractor hereby agree to extend the term of the Landscaping Maintenance Services Agreement executed on June 3, 2020, wherein the Contractor will provide the Services based upon the updated pricing schedule contained therein. The term of the Agreement is hereby extended until June 3, 2024.

Section 3. This Resolution shall take effect immediately upon its execution.

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk
(Town Seal)

By: _____
Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of march, 2023 by Roger Michaud. As Mayor of the Town of Lake. He/she is personally known to me.

(Notary Seal)



And
Comm. #: HH 123832
My Commission Expires:
April 28, 2025

Notary State of Florida



Andrea Vincent
Comm. #: HH 123832
My Commission Expires:
April 28, 2025

[Handwritten Signature]

Andrea Vincent
Comm. #: HH 123832
My Commission Expires:
April 28, 2025



VINCENT AND SONS LANDSCAPING, INC.

By: *[Handwritten Signature]*

Printed Name:

Its: *[Handwritten Signature]*

**LAKE PARK CRA
DOWNTOWN LANDSCAPE MAINTENANCE**

Item 2.

**SCHEDULE OF BID ITEMS
TOWN PROJECT NO. 104-2020
FIRST ONE-YEAR EXTENSION**

The following 'Base Bid' and 'Alternate' Items represent One-Year of Work. In the event extended pricing conflicts with the unit pricing, unit pricing will be used for analysis of bid.

BASE BID

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL PRICE
1.	Indemnification	Yr.	One	\$100.00
2.	Litter pick-up and disposal; Send monthly report to Public Works with the invoice.	Per event	52	\$2700.00
3.	Supply labor, equipment, and material to maintain turf areas and ornamental hedges.	Per event	42	\$23400.00
4.	Operate and inspect irrigation system. Repair damages. Repairs to be completed by licensed technician.	Per event	42	\$7200.00
5.	Provide Maintenance of Traffic (M.O.T.) for 10 th Street median maintenance work.	Per event	42	\$1992.00
6.	Prune Ficus hedges; Maintain height at six feet, maximum (unless otherwise noted).	2,768 L.F.	\$__184____ (L.S.) times 12 events per yr.	\$1472.00
7.	Supply labor, equipment, and materials to treat Ficus hedges with a granular, systemic White Fly pesticide.	2,768 L.F.	\$__184____ (L.S.) times 2 events per yr.	\$368.00
8.	Supply labor, equipment, and material to treat Ficus hedges with a liquid spray White Fly pesticide.	14,000 S.F.	582 L.S.	\$552.00
9.	Supply labor and equipment to fertilize all turf areas with Town supplied fertilizer.	35,757 Square Feet	\$_276____ (L.S.) times 2 events per yr.	\$552.00
10.	Supply labor and equipment to fertilize all ornamental hedges and ground cover with Town supplied fertilizer.	L.S.	\$_276____ times 2 events per yr.	\$552.00
11.	Supply labor, equipment, and material to fertilize palm trees with minimum of five, micro-nutrient fertilizer spikes each.	Per 100 Trees	_1800____ (per event).	\$3600.00
12.	Supply labor, equipment, and material to place annuals and two inches of mulch in designated areas (Note: dollar amount to be filled in the 'quantity' column is the labor cost per square foot)	Labor plus materials (Use \$3.40 per sq. ft. for material budget.)	\$_1.00____ (labor rate + \$3.40 per sq. ft.) times 1,401 sq. ft. times 2 events per yr.	\$11095.00

BASE BID (cont.)

Item 2.

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL PRICE
13.	Supply labor, equipment, and material to place two inches of mulch in designated areas	Labor plus materials (Use \$0.40 per sq. ft. for material budget.)	\$__1____ (labor rate + \$0.40 per sq. ft.) times 3,219 sq. ft.; One event per yr.	\$4506.00
14.	Supply labor and equipment to trim palm tree and/or thin and lift deciduous tree less than 25'high (Trim one-third of all trees each year of the three year contract).	Each	__41.00 times 33 trees per yr.	\$1362.00
15.	Supply labor and equipment to trim palm tree and/or thin and lift deciduous tree greater than 25'high (Trim one-third of all trees each year of the three year contract). Include cost for Maintenance of Traffic (M.O.T.)	Each	__58.50 times 80 trees per yr.	\$4680.00

TOWN GREENE

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL PRICE
16.	Litter pick-up and disposal; Send monthly report to Public Works with the invoice.	Per event	52	\$2152.00
17.	Operate and inspect irrigation system. Repair damages.	Per event	52	\$3348.00
18.	Supply labor, equipment, and material to maintain turf areas and ornamental hedges.	Per event	30	\$5520.00
19.	Supply labor and equipment to fertilize all turf areas with Town supplied fertilizer.	21,430 Square Feet	\$__165 (L.S.) times 2 events per yr.	\$330.00
20.	Supply labor and equipment to fertilize all ornamental hedges and ground cover with Town supplied fertilizer.	708 L.F.	\$__69____ (L.S.) times 2 events per yr.	\$138.00

CRA MUNICIPAL PARKING LOT

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL PRICE
21	Supply labor, equipment, and material to maintain turf areas and ornamental hedges. Litter pick-up and disposal; Send monthly report to Public Works with the invoice.	Per event	42	\$10,500.00
22	Operate and inspect irrigation system. Repair damages.	Per event	42	\$4200.00
23	Supply labor, equipment, and material to trim and detail trees and ornamental hedges.	Per event	12	\$1000.00
24	Supply labor and equipment to fertilize all turf areas with Town supplied fertilizer.	Per event	4	\$250.00
25	Supply labor and equipment to fertilize all ornamental hedges and ground cover with Town supplied fertilizer.	Per event	4	\$250.00
26	Supply labor and equipment to pressure clean sidewalks.	Per event	4	\$3200.00

NOTE: All work to be performed as detailed in 'Specific Landscaping Duties-Frequency' in the "Scope of Work" section of ITB. Item 2. hical

TOTAL BID ITEMS 1 THRU 26

SUB-TOTAL: \$94,467.00

WRITTEN AMOUNT: \$ Ninety four thousand four hundred sixty seven Dollars

UNIT PRICES

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL PRICE
1.	Irrigation Technician	Hourly	1	\$90.00
2.	Laborer	Hourly	1	\$65.00
3.	Arborist	Hourly	1	\$300.00
4.	Landscape Architect	Hourly	1	\$500.00

Submitted by: David Vincent Pres

Name of firm: Vincent and sons Landscaping, Inc.

Tel. # 877-809-1714 Local- 561-888-1340

RESOLUTION NO. 38-06-20

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY APPROVING THE CONTRACT BETWEEN THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY AND VINCENT AND SONS LANDSCAPING, INC. FOR THE PROVISION OF PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES TO BE PROVIDED WITHIN THE COMMUNITY REDEVELOPMENT AGENCY BOUNDARIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lake Park Community Redevelopment Agency (“CRA”) is an independent local government agency that fosters the collaborative efforts of residents, businesses, property owners, and other organizations to implement community redevelopment efforts in the CRA area, which encompasses the heart of the of the Town of Lake Park’s historic main street (Park Avenue) and core of neighborhood-serving retail, food and beverage establishments and industrial uses; and

WHEREAS, the CRA is enabled to enter into contracts for the provision of goods and/or services and is responsible for the maintenance and upkeep of landscaping within the public rights-of-way located within the CRA boundaries, and requires a contractor to provide the needed landscape maintenance services; and

WHEREAS, the CRA solicited via Invitation-to-Bid No. 104-2020 qualified professional landscape maintenance contractors to provide the CRA with landscape maintenance services; and

WHEREAS, in its bid dated March 10, 2020, the landscape maintenance firm of Vincent and Sons Landscaping, Inc.(the “Contractor”) represented that it is qualified, able, and willing to provide the CRA with landscaping maintenance services as required, and the Contractor’s bid was found by CRA staff to be fully responsive and responsible to all requirements; and

WHEREAS, the Contractor and CRA desire to enter into a three-year agreement for the provision of professional landscape services as specified within Invitation-to-Bid No. 104-2020, with two, optional one-year contract extensions exercisable at the CRA Board’s sole discretion; and

WHEREAS, the cost for the first year of services shall be \$84,849.00, with the cost for the second and third years being \$72,109.00 each; and

WHEREAS, the CRA Board has determined that it is in the best interest of the CRA to enter into a contract with the Contractor, for the provision of professional landscape maintenance services as needed by the CRA. A copy of such contract is attached hereto and incorporated herein as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY BOARD OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The CRA Board hereby authorizes and directs the Board Chair and the Executive Director to execute the contract with Vincent and Sons Landscaping, Inc. for the provision of professional landscape maintenance services to the CRA, a copy of which is attached hereto and incorporated herein as **Exhibit A**.

Section 3. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Board Member Michaud who moved its adoption. The motion was seconded by Vice-Chair Glas-Castro and upon being put to a roll call vote, the vote was as follows:


	AYE	NAY
CHAIR MICHAEL O'ROURKE	<u>/</u>	<u> </u>
VICE-CHAIR KIMBERLY GLAS-CASTRO	<u>/</u>	<u> </u>
BOARD MEMBER ERIN FLAHERTY	<u>Absent</u>	<u> </u>
BOARD MEMBER JOHN LINDEN	<u>/</u>	<u> </u>
BOARD MEMBER ROGER MICHAUD	<u>/</u>	<u> </u>
BOARD MEMBER CHRISTIANE FRANCOIS	<u>/</u>	<u> </u>
BOARD MEMBER RHONDA "JO" BROCKMAN	<u>/</u>	<u> </u>

The Community Redevelopment Agency thereupon declared the foregoing Resolution NO. 38-06-20 duly passed and adopted this 3 day of June, 2020.

TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
CHAIR

ATTEST:


VIVIAN MENDEZ
AGENCY CLERK
TOWN SEAL
FLORIDA

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
AGENCY ATTORNEY

Contract Agreement
AGREEMENT BETWEEN OWNER AND CONTRACTOR
Lake Park Community Redevelopment Agency
Downtown Landscape Maintenance
TOWN OF LAKE PARK COMMUNITY DEVELOPMENT AGENCY
TOWN BID NO. 104-2020

Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY, 535 PARK AVENUE, LAKE PARK, FLORIDA, 33403 ("Owner") and VINCENT AND SONS LANDSCAPING, INC., PO BOX 20605, WEST PALM BEACH, FLORIDA 33416 ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town Community Redevelopment Agency's Invitation For Bid No. 104-2020.

All terms, conditions, plans and specifications of Town Bid No. 104-2020, any Addenda, and Contractor's accepted bid, dated March 10, 2020 shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the Town's bid shall take precedence. The total contract amount shall be \$84,849.95 for the first of the three years the contract is in effect, which is the Base Bid plus the addition of Alternate 1 and the Initial Maintenance Event. The total contract amount shall be \$72,109.95 for the second and third years, which is the Base Bid plus the addition of Alternate 1. Additionally, any services to be rendered by Contractor to Owner for Irrigation Technician, Laborer, Arborist, or Landscape Architect while contract is in effect shall be provided at the rates indicated in the Contractor's accepted bid.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Lake Park through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 3 day of June, 2020; and _____ authorized to execute same.


TOWN OF LAKE PARK, through its
Town Commission

Attest:

By: _____

Michael O'Rourke, Mayor

5 day of June, 2020


 TOWN OF LAKE PARK
 SEAL
 (Town Seal)
 FLORIDA
 Vivian Mendez, Town Clerk

Approved as to form and legality
 For the use of and reliance by the
 Town of Lake Park only:

By: _____

Thomas Baird, Town Attorney

5th day of June, 2020

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Item 2.

Contractor:

Vincent and Sons Landscaping, Inc.
Name of Contractor

Andrew Suglio
Signature

Andrew Suglio, Business Development
Name, Title

6 day of April, 2020

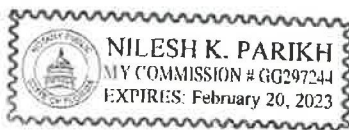
(CORPORATE SEAL)

STATE OF FLORIDA)

COUNTY OF Palm Beach)

Sworn to and subscribed before me this 6 day of April, 2020 by

Andrew Suglio who (check one) [] is personally known to me or ☒ has
produced F.D.L. as identification.



Nilesh K. Parikh
Notary Public, State of Florida

NILESH PARIKH
Print or Type Name of Notary Public

My commission expires: 02/20/2023

END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR



Public Works
Department

March 17, 2020

NOTICE OF INTENT TO AWARD

ITB 104-2020 – Lake Park CRA Downtown Landscape Maintenance

To All Interested Parties,

Thank you for submitting your response to ITB 104-2020, Lake Park CRA Downtown Landscape Maintenance, dated March 10, 2020. The Town received five (5) responses total, with only two (2) of those responses being completely responsive and responsible bids.

Upon review, the following bidders were found to have submitted **fully responsive bids**:

1. Vincent and Sons Landscaping, Inc.
2. Chris Wayne and Associates

The following bidders' submittals were **not** fully responsive:

1. Terracon Services
2. Alligator Landscaping, Inc.
3. Precision Landscape

Attached to this notice is a complete bid tabulation, with a responsiveness checklist for each bid received. Any errors in price extensions have been addressed in the bid tabulation (in "yellow"). Of the two responsive bids received, the lowest bid was from the firm of Vincent and Sons Landscaping, Inc. We announce our intent to award a contract to:

Vincent and Sons Landscaping, Inc.
PO Box 20605
West Palm Beach, FL 33416

Award will be made at a CRA Board meeting in mid-2020, in expectation of an October 1, 2020 start date. We would like to thank each vendor for their time and effort in preparing a response to this solicitation. We appreciate your interest in doing business with the Town of Lake Park.

Sincerely,

Richard Scherle, MPA
Public Works Director

ATTACHED – Bid Tabulation for ITB 106-2019
ATTACHED – Responsiveness checklist for each bidder

650 Old Dixie Highway
Lake Park, FL 33403
Phone: (561) 881-3345
Fax: (561) 881-3349

www.lakeparkflorida.gov

**LAKE PARK CRA
DOWNTOWN LANDSCAPE MAINTENANCE
SCHEDULE OF BID ITEMS
TOWN PROJECT NO. 104-2020**

BASE BID								
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	Vincent and Sons Landscaping, Inc. TOTAL PRICE	Terrace Services, Inc. TOTAL PRICE	Alligator Landscaping, Inc. TOTAL PRICE	Precision Landscape TOTAL PRICE	Chris Wayne and Associates, Inc. TOTAL PRICE
1	Indemnification	Yr.	One	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
2	Litter pick-up and disposal. Send monthly report to Public Works with invoice.	Per event	52	\$2,700.00	\$2,820.00	\$2,820.00	\$3,090.00	\$1,500.00
3	Supply labor, equipment, and material to maintain nurseries and ornamental hedges	Per event	42	\$23,400.00	\$26,536.00	\$21,440.00	\$26,780.00	\$43,580.00
4	Operate and inspect irrigation system. Repair damages. Repairs to be completed by licensed technician.	Per event	42	\$7,200.00	\$8,000.00	\$7,520.00	\$8,240.00	\$7,800.00
5	Provide Maintenance of Traffic (M.O.T.) for 10 th Street median maintenance work	Per event	42	\$1,992.00	\$1,880.00	\$1,880.00	\$2,060.00	\$0.00
6	Prune Ficus hedges; Maintain height at six feet, maximum (unless otherwise noted)	2,768 L.F.	\$ _____ (L.S.) times 12 events per yr.	\$2,200.00	\$2,400.00	\$7,800.00	\$2,472.00	\$10,800.00
7	Supply labor, equipment, and materials to treat Ficus hedges with a granular, systemic White Fly pesticide.	2,768 L.F.	\$ _____ (L.S.) times 2 events per yr.	\$368.00	\$376.00	\$500.00	\$412.00	\$1,000.00
8	Supply labor, equipment, and material to treat Ficus hedges with a liquid spray White Fly pesticide	14,000 S.F.	L.S.	\$552.00	\$1,128.00	\$700.00	\$618.00	\$3,200.00
9	Supply labor and equipment to fertilize all not areas with Town supplied fertilizer	15,757 Square Feet	\$ _____ (L.S.) times 2 events per yr.	\$552.00	\$526.00	\$700.00	\$576.80	\$800.00
10	Supply labor and equipment to fertilize all ornamental hedges and ground cover with Town supplied fertilizer	L.S.	\$ _____ times 2 events per yr.	\$552.00	\$540.00	\$750.00	\$618.00	\$800.00
11	Supply labor, equipment, and material to fertilize palm trees with minimum of five, micro-nutrient fertilizer applied each	Per 100 Trees	_____ (per event)	\$800.00	\$1,800.00	\$1,000.00	\$1,696.41	\$2,000.00
12	Supply labor, equipment, and material to place annuals and two inches of mulch in designated areas (Note: dollar amount to be filled in the 'quantity' column is the labor cost per square foot)	Labor plus materials (Use \$3.40 per sq. ft. for material budget)	\$ _____ (labor rate + \$3.40 per sq. ft.) times 1,401 sq. ft. times 2 events per yr.	\$11,067.90	\$9,947.10	\$11,908.50	\$12,698.66	\$10,227.30
BASE BID (cont.)								
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	Vincent and Sons Landscaping, Inc. TOTAL PRICE	Terrace Services, Inc. TOTAL PRICE	Alligator Landscaping, Inc. TOTAL PRICE	Precision Landscape TOTAL PRICE	Chris Wayne and Associates, Inc. TOTAL PRICE
13	Supply labor, equipment, and material to place two inches of mulch in designated areas	Labor plus materials (Use \$0.40 per sq. ft. for material budget)	\$ _____ (labor rate + \$0.40 per sq. ft.) times 1,219 sq. ft.; One event per yr.	\$3,058.05	\$3,862.00	\$4,023.75	\$9,283.60	\$2,092.35
14	Supply labor and equipment to trim palm tree and on thin and left deciduous tree less than 25' high (Trim one third of all trees each year of the three year contract)	Each	_____ times 33 trees per yr.	\$1,386.00	\$1,221.00	\$1,155.00	\$1,529.55	\$1,155.00
15	Supply labor and equipment to trim palm tree and on thin and left deciduous tree greater than 25' high (Trim one-third of all trees each year of the three year contract) include cost for Maintenance of Traffic (M.O.T.)	Each	_____ times 40 trees per yr.	\$4,680.00	\$5,040.00	\$4,800.00	\$5,356.00	\$4,800.00
TOTAL BID ITEMS 1. THRU 15.				\$60,615.95	\$66,176.90	\$70,097.15	\$75,531.02	\$89,054.65

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	Vincent and Sons Landscaping, Inc. TOTAL PRICE	Terracan Services, Inc. TOTAL PRICE	Alligator Landscaping, Inc. TOTAL PRICE	Precision Landscape TOTAL PRICE	Chris Wayne and Associates, Inc. TOTAL PRICE
1A	Liner pick-up and disposal; Send monthly report to Public Works with invoice.	Per event	\$2	\$2,158.00	\$2,080.00	\$1,120.00	\$2,410.20	\$260.00
2A	Operate and inspect irrigation system. Repair damages.	Per event	\$2	\$3,348.00	\$3,640.00	\$1,120.00	\$3,749.20	\$1,000.00
3A	Supply labor, equipment, and material to maintain hedges and ornamental hedges.	Per event	10	\$5,520.00	\$5,400.00	\$6,600.00	\$6,180.00	\$1,000.00
4A	Supply labor and equipment to fertilize all turf areas with Town supplied fertilizer.	21,430 Square Feet	\$_____ (L.S.) times 2 events per yr	\$330.00	\$302.40	\$300.00	\$346.08	\$100.00
5A	Supply labor and equipment to fertilize all ornamental hedges and ground cover with Town supplied fertilizer.	2nd L.F.	\$_____ (L.S.) times 2 events per yr	\$138.00	\$126.00	\$120.00	\$144.20	\$100.00
TOTAL BID ITEMS 1A THRU 5A.				\$11,494.00	\$11,548.40	\$13,260.00	\$12,829.68	\$2,460.00
TOTAL BID ITEMS: BASE BID + ALTERNATE(S)				\$72,109.95	\$77,725.30	\$83,357.25	\$88,360.70	\$92,314.65
INITIAL MAINTENANCE EVENT				Vincent and Sons Landscaping, Inc. TOTAL PRICE	Terracan Services, Inc. TOTAL PRICE	Alligator Landscaping, Inc. TOTAL PRICE	Precision Landscape TOTAL PRICE	Chris Wayne and Associates, Inc. TOTAL PRICE
1	Mobilization and registration w/ Town	L.S.	One		\$200.00	\$100.00	\$100.00	\$200.00
2	Initial litter collection & disposal, turf cut, string trimming, edging, and power blow; Prune/hedge all ornamentals; Edge, weed, and rake beds; Remove and dispose of all overgrowth, dead vegetation and debris; Provide labor and material to fertilize palm trees; Provide labor to place Town provided turf and ornamental fertilizer; Apply granular, systemic type White Fly insecticide to ficus hedges; Mutch all beds. All work to be performed as detailed in "Specific Landscaping Duties" in the "Scope of Work / Technical Specifications" section of the contract documents.	Job	One	\$12,150.00	\$12,379.84	\$8,208.68	\$17,958.00	\$9,413.00
3	Provide list of plant material and palm trees needed for future resets (this information will be used for budgeting purposes).	Job	One	\$590.00	\$600.00		\$316.00	\$10,341.00
TOTAL BID ITEMS 1 THRU 3				\$12,740.00	\$13,179.84	\$8,308.68	\$18,374.00	\$19,954.00
UNIT PRICES								
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	Vincent and Sons Landscaping, Inc. TOTAL PRICE	Terracan Services, Inc. TOTAL PRICE	Alligator Landscaping, Inc. TOTAL PRICE	Precision Landscape TOTAL PRICE	Chris Wayne and Associates, Inc. TOTAL PRICE
1	Irrigation Technician	Hourly	1	\$65.00	\$40.00	\$60.00	\$55.00	\$60.00
2	Laborer	Hourly	1	\$30.00	\$40.00	\$35.00	\$25.00	\$40.00
3	Arborist	Hourly	1	\$80.00	\$65.00	\$60.00	\$95.00	\$60.00
4	Landscape Architect	Hourly	1	\$75.00	\$150.00	\$90.00		\$150.00
TOTAL Unit Prices /Hr				\$250.00	\$295.00	\$245.00	\$175.00	\$310.00
Grand Total				\$85,099.95	\$91,200.14	\$91,910.93	\$106,909.70	\$112,578.65

ITB 104-2020: LAKE PARK CRA DOWNTOWN LANDSCAPE MAINTENANCE

SUBMITTAL CHECKLIST for RESPONSIVENESS

NAME OF BIDDER: Vincent and Sons Landscaping, Inc.

A "check mark" next to each required item indicates the item was **CONFIRMED** as included in bid submittal. All items indicated **MUST** be included:

Acknowledgement of Addenda Form:

✓

Bid Submittal Signature Page (Signed):

✓

Conflict of Interest Disclosure Form (Signed):

✓

Notification of Public Entity Crimes Law (Signed):

✓

Drug-free Workplace Form (Signed):

✓

Non-Collusion Affidavit (Signed):

✓

Truth-in-Negotiation Certificate (Signed):

✓

Schedule of Bid Items (Fully completed and signed):

✓

List of References (minimum of three included):

✓

Anti-Kickback Affidavit (signed):

✓

List of Subcontractors:

✓

Certificate of Insurance:

✓

Bid Bond (5% minimum):

✓

Pending Litigation Statement (if no litigation is referenced, statement **MUST** include **ONLY** the following language= "NO PRIOR OR PENDING LITIGATION, EITHER CIVIL OR CRIMINAL, INVOLVING A GOVERNMENTAL AGENCY OR WHICH MAY AFFECT THE PERFORMANCE OF THE SERVICES TO BE RENDERED HEREIN"):

✓

LANDCAPE ARCHITECT or CERTIFIED ARBORIST CERTIFICATION:

✓

GI-BMP Certification AND/OR Commercial Fertilizer Applicator Certification from
State of Florida:

✓

BUSINESS TAX RECEIPT:

✓

IRRIGATION TECHNICIAN CERTIFICATE (Palm Beach County):

✓

IS THIS BIDDER FULLY RESPONSIVE TO ALL REQUIREMENTS? A RESPONSE OF 'YES'
INDICATES ALL ABOVE ITEMS ARE CHECKED. A RESPONSE OF 'NO' INDICATES
BIDDER MISSED ITEMS OR DID NOT INCLUDE INFORMATION AS SPECIFICALLY
DETAILED IN THE BID DOCUMENTS: YES ✓

NO

NAME OF TOWN REVIEWER:

Mitch Abdelmenem

DEPARTMENTAL APPROVAL:

M. Schalk

ITB 104-2020: LAKE PARK CRA DOWNTOWN LANDSCAPE MAINTENANCE

SUBMITTAL CHECKLIST for RESPONSIVENESS

NAME OF BIDDER: Terracon Services, Inc.

A "check mark" next to each required item indicates the item was **CONFIRMED** as included in bid submittal. All items indicated **MUST** be included:

Acknowledgement of Addenda Form:	<u>✓</u>
Bid Submittal Signature Page (Signed):	<u>✓</u>
Conflict of Interest Disclosure Form (Signed):	<u>✓</u>
Notification of Public Entity Crimes Law (Signed):	<u>✓</u>
Drug-free Workplace Form (Signed):	<u>✓</u>
Non-Collusion Affidavit (Signed):	<u>✓</u>
Truth-in-Negotiation Certificate (Signed):	<u>✓</u>
Schedule of Bid Items (Fully completed and signed):	<u>✓</u>
List of References (minimum of three included):	<u>✓</u>
Anti-Kickback Affidavit (signed):	<u>✓</u>
List of Subcontractors:	<u>✓</u>
Certificate of Insurance:	<u>✓</u>
Bid Bond (5% minimum):	<u>✓</u>

Pending Litigation Statement (if no litigation is referenced, statement **MUST** include **ONLY** the following language= "NO PRIOR OR PENDING LITIGATION, EITHER CIVIL OR CRIMINAL, INVOLVING A GOVERNMENTAL AGENCY OR WHICH MAY AFFECT THE PERFORMANCE OF THE SERVICES TO BE RENDERED HEREIN"):

✓

Reviewer note: Bidder did not include specific language as instructed in bid package

Review Item 2.
* not included

LANDCAPE ARCHITECT or CERTIFIED ARBORIST CERTIFICATION: _____

GI-BMP Certification AND/OR Commercial Fertilizer Applicator Certification from State of Florida: _____

BUSINESS TAX RECEIPT: _____

IRRIGATION TECHNICIAN CERTIFICATE (Palm Beach County): _____

* not included

IS THIS BIDDER FULLY RESPONSIVE TO ALL REQUIREMENTS? A RESPONSE OF 'YES' INDICATES ALL ABOVE ITEMS ARE CHECKED. A RESPONSE OF 'NO' INDICATES BIDDER MISSED ITEMS OR DID NOT INCLUDE INFORMATION AS SPECIFICALLY DETAILED IN THE BID DOCUMENTS: YES _____

NO _____

NAME OF TOWN REVIEWER: Mitch Apalmerish

DEPARTMENTAL APPROVAL: PL shen

ITB 104-2020: LAKE PARK CRA DOWNTOWN LANDSCAPE MAINTENANCE

SUBMITTAL CHECKLIST for RESPONSIVENESS

NAME OF BIDDER: Alligator Landscaping, Inc.

A "check mark" next to each required item indicates the item was CONFIRMED as included in bid submittal. All items indicated MUST be included:

Acknowledgement of Addenda Form: ✓

Bid Submittal Signature Page (Signed): ✓

Conflict of Interest Disclosure Form (Signed): ✓

Notification of Public Entity Crimes Law (Signed): ✓

Drug-free Workplace Form (Signed): ✓

Non-Collusion Affidavit (Signed): ✓

Truth-in-Negotiation Certificate (Signed): ✓

Schedule of Bid Items (Fully completed and signed): ✓

List of References (minimum of three included): ✓

Anti-Kickback Affidavit (signed): ✓

List of Subcontractors: ✓

Certificate of Insurance: ✓

Bid Bond (5% minimum): ✓

Pending Litigation Statement (if no litigation is referenced, statement MUST include ONLY the following language= "NO PRIOR OR PENDING LITIGATION, EITHER CIVIL OR CRIMINAL, INVOLVING A GOVERNMENTAL AGENCY OR WHICH MAY AFFECT THE PERFORMANCE OF THE SERVICES TO BE RENDERED HEREIN");

Reviewer note:
bidder did not include
language, as explicitly
included in bid
package

LANDCAPE ARCHITECT or CERTIFIED ARBORIST CERTIFICATION:

_____✓_____

GI-BMP Certification AND/OR Commercial Fertilizer Applicator Certification from State of Florida:

BUSINESS TAX RECEIPT:

_____✓_____

IRRIGATION TECHNICIAN CERTIFICATE (Palm Beach County):

_____✓_____

Reviewer
note:
← this item
was not
included

IS THIS BIDDER FULLY RESPONSIVE TO ALL REQUIREMENTS? A RESPONSE OF 'YES' INDICATES ALL ABOVE ITEMS ARE CHECKED. A RESPONSE OF 'NO' INDICATES BIDDER MISSED ITEMS OR DID NOT INCLUDE INFORMATION AS SPECIFICALLY DETAILED IN THE BID DOCUMENTS: YES _____

NO _____✓_____

NAME OF TOWN REVIEWER: Mitch Hodelman _____

DEPARTMENTAL APPROVAL: JL Schenk _____

ITB 104-2020: LAKE PARK CRA DOWNTOWN LANDSCAPE MAINTENANCE

SUBMITTAL CHECKLIST for RESPONSIVENESS

NAME OF BIDDER: Precision Landscape

A "check mark" next to each required item indicates the item was **CONFIRMED** as included in bid submittal. All items indicated **MUST** be included:

Acknowledgement of Addenda Form: ✓

Bid Submittal Signature Page (Signed): ✓

Conflict of Interest Disclosure Form (Signed): ✓

Notification of Public Entity Crimes Law (Signed): ✓

Drug-free Workplace Form (Signed): ✓

Non-Collusion Affidavit (Signed): ✓

Truth-in-Negotiation Certificate (Signed): ✓

Schedule of Bid Items (Fully completed and signed): ✓

List of References (minimum of three included): ✓

Anti-Kickback Affidavit (signed): ✓

List of Subcontractors: ✓

Certificate of Insurance: ✓

Bid Bond (5% minimum): ✓

Pending Litigation Statement (if no litigation is referenced, statement **MUST** include **ONLY** the following language= "NO PRIOR OR PENDING LITIGATION, EITHER CIVIL OR CRIMINAL, INVOLVING A GOVERNMENTAL AGENCY OR WHICH MAY AFFECT THE PERFORMANCE OF THE SERVICES TO BE RENDERED HEREIN"):

Reviewer's note:
PS. 35-36 of bid package explicitly indicates inclusion of sub-form. Should have been included & marked "N/A"

↑ not included

LANDCAPE ARCHITECT or CERTIFIED ARBORIST CERTIFICATION:

✓

GI-BMP Certification AND/OR Commercial Fertilizer Applicator Certification from State of Florida:

✓

BUSINESS TAX RECEIPT:

✓

IRRIGATION TECHNICIAN CERTIFICATE (Palm Beach County):

✓ X

* upon
2nd
review
not certificate
found

IS THIS BIDDER FULLY RESPONSIVE TO ALL REQUIREMENTS? A RESPONSE OF 'YES' INDICATES ALL ABOVE ITEMS ARE CHECKED. A RESPONSE OF 'NO' INDICATES BIDDER MISSED ITEMS OR DID NOT INCLUDE INFORMATION AS SPECIFICALLY DETAILED IN THE BID DOCUMENTS: YES _____

NO ✓

NAME OF TOWN REVIEWER: Mitch Abdelmesih

DEPARTMENTAL APPROVAL: pl shore

ITB 104-2020: LAKE PARK CRA DOWNTOWN LANDSCAPE MAINTENANCE

SUBMITTAL CHECKLIST for RESPONSIVENESS**NAME OF BIDDER:** Chris Wayne and Associates, Inc.

A "check mark" next to each required item indicates the item was **CONFIRMED** as included in bid submittal. All items indicated **MUST** be included:

Acknowledgement of Addenda Form:



Bid Submittal Signature Page (Signed):




Conflict of Interest Disclosure Form (Signed):



Notification of Public Entity Crimes Law (Signed):



Drug-free Workplace Form (Signed):



Non-Collusion Affidavit (Signed):



Truth-in-Negotiation Certificate (Signed):



Schedule of Bid Items (Fully completed and signed):



List of References (minimum of three included):



Anti-Kickback Affidavit (signed):



List of Subcontractors:



Certificate of Insurance:



Bid Bond (5% minimum):



Pending Litigation Statement (if no litigation is referenced, statement **MUST** include **ONLY** the following language= "NO PRIOR OR PENDING LITIGATION, EITHER CIVIL OR CRIMINAL, INVOLVING A GOVERNMENTAL AGENCY OR WHICH MAY AFFECT THE PERFORMANCE OF THE SERVICES TO BE RENDERED HEREIN"):



LANDCAPE ARCHITECT or CERTIFIED ARBORIST CERTIFICATION:

_____✓_____

GI-BMP Certification AND/OR Commercial Fertilizer Applicator Certification from State of Florida:

_____✓_____

BUSINESS TAX RECEIPT:

_____✓_____

IRRIGATION TECHNICIAN CERTIFICATE (Palm Beach County):

_____✓_____

IS THIS BIDDER FULLY RESPONSIVE TO ALL REQUIREMENTS? A RESPONSE OF 'YES' INDICATES ALL ABOVE ITEMS ARE CHECKED. A RESPONSE OF 'NO' INDICATES BIDDER MISSED ITEMS OR DID NOT INCLUDE INFORMATION AS SPECIFICALLY DETAILED IN THE BID DOCUMENTS: YES _____✓_____

NO _____

NAME OF TOWN REVIEWER:

Mitch Abdelmessih

DEPARTMENTAL APPROVAL:

Al Scheele

OWNER:



TOWN OF LAKE PARK

535 Park Ave.

Lake Park, Florida 33403

INVITATION TO BID (ITB) No. 104-2020

PROJECT:

LAKE PARK COMMUNITY REDEVELOPMENT AGENCY

DOWNTOWN LANDSCAPE MAINTENANCE

Date of Distribution: Monday, February 10, 2020

Response Due Date: Tuesday, March 10, 2020, 10:30 a.m. EST

EXHIBIT A

INDEX

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List of Exhibits

Exhibit A – Entire Invitation to Bid (ITB) 104-2020 (to become part of any eventual contract)

Exhibit B – Required Forms

Exhibit C – Drawings of all areas to be serviced.

**TOWN OF LAKE PARK
INVITATION TO BID No. 104-2020
LAKE PARK COMMUNITY REDEVELOPMENT AGENCY DOWNTOWN LANDSCAPE
MAINTENANCE**

The Town of Lake Park Community Redevelopment Agency (CRA) is seeking bids for the provision of landscape maintenance services in its downtown area. Work shall generally consist of turf mowing and maintenance, edging, mulching, hedge and tree trimming, fertilization, pest control, periodic sod and plant replacement, irrigation system maintenance, and debris collection and disposal all within the public right-of-ways of Park Avenue, 10th Street and alleyways in the Lake Park CRA.

The company selected to perform the landscape maintenance services must employ an in-house landscape architect (state registered) and/or arborist and employ in-house personnel holding GI-BMP certification for commercial fertilizer application. Additionally, a licensed irrigation technician must either be employed in-house or provided contractually by winning bidder. Bidders shall demonstrate successful performance of projects of a similar magnitude, scope, value and trade as this project.

The contract anticipated to result from this solicitation will be for a term of three (3) years with the option of two, one-year extensions. It is anticipated that the contract term for this contract will begin on October 1, 2020. If the CRA chooses to award a contract, it will be awarded to the lowest responsive and responsible Bidder based on the base bid and selected alternates or in the opinion of the CRA to the company whose bid is most advantageous, and provides the best value.

"No fee" Invitation to Bid documents are available beginning Monday, February 10, 2020 and can be acquired by contacting the Town Clerk's Office at 561.881.3311. All documents will be provided electronically. Bids shall be submitted hardcopy, in triplicate, on the forms provided.

Sealed responses must be clearly marked "ITB No. 104-2020," with the bidder's name and address listed, and be delivered to the Office of the Town Clerk at 535 Park Avenue, Lake Park, Florida, 33403. The deadline for submission of Bids is Tuesday, March 10, 2020 at 10:30 a.m. local time. At that time, the Bids will be publicly opened and read aloud in the Town Hall Commission Chambers, 535 Park Avenue, Lake Park, Florida, 33403.

Late Bids or Bids delivered to any other office other than the Town Clerk will not be accepted and will be returned to the sender unopened.

It is the responsibility of the Bidder to ensure all pages are included in the submission. All Bidders are advised to closely examine the Solicitation package, and to become familiar with the scope of work and all requirements which will become part of any contract resulting from this solicitation. Any questions regarding the completeness or substance of the Solicitation package or scope of services must be submitted in writing via email to townclerk@lakeparkflorida.gov.

The Town of Lake Park is exempt from Federal and State Taxes for tangible personal property tax.

The Town of Lake Park CRA reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the

resultant contract on such coverage and terms it deems will best serve the interests of the CRA. All proposed prices shall be guaranteed firm for 90 calendar days from March 10, 2020. Any Bidder who withdraws his or her Bid within 90 calendar days after March 10, 2020 shall forfeit its Bid Bond. Award of any contract resulting from this solicitation will be made at a CRA Board meeting.

A Bid bond is required to be submitted with your Bid in an amount equal to five percent (5%) of the Bid cost. The Town accepts, as fulfillment of this requirement, a certified check, or a cashier's check made out to the TOWN OF LAKE PARK.

All bidders/proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

Vivian Mendez, CMC
Town Clerk
TOWN OF LAKE PARK, FLORIDA
Published on: February 9, 2020, Palm Beach Post

SECTION 1: PROJECT OVERVIEW

- 1.1** The purpose of this Invitation to Bid (ITB) is to procure a qualified landscape maintenance contractor to perform landscape maintenance services in the Town of Lake Park Community Redevelopment Agency (CRA). Work will include turf mowing and maintenance, hedge and tree trimming, fertilization, pest control, periodic sod and plant replacement, irrigation system maintenance, litter and debris collection and removal, and other landscape-related services within the public right-of-ways of Park Avenue, 10th Street, and alleyways in the Lake Park CRA. The contractor must have an in-house landscape architect (state registered) and/or arborist and employ an in-house person holding GI-BMP certification for commercial fertilizer application. In addition, contractor must employ a licensed irrigation technician, or subcontract to a licensed irrigation technician. The contract expected to result from this ITB will be for a three (3) year term, and will include two additional one-year extensions that may be exercised at the CRA's sole discretion. **The contracted services are expected to begin no later than October 1, 2020.**

Attached to this document are separate plans/drawings which serve to complement the scope of work for this project (see Exhibit C). All required bid items are described in the scope of work section and may be further clarified by addendum. Bidders are strongly encouraged to visit the project site so that local conditions are known and considered. Failure to familiarize oneself with local conditions shall in no way relieve bidders from completion of the specified scope of work.

The estimated budget for any contract resulting from this solicitation is \$80,000 per year, but has not yet been established. The budget will be established based upon bids received to this solicitation.

1.2 BOND REQUIREMENTS:

- As part of the Bidder's submittal package, the Bidder shall submit a Bid bond in an amount equal to five percent (5%) of the proposed project cost. The Town accepts, as fulfillment of this requirement, a certified check, or a

cashier's check made out to the TOWN OF LAKE PARK. For instructions on where to include the bond information within your bid submittal, see Section 5 of this solicitation, which includes a complete description of what bid submittals should consist of.

SECTION 2: PROCUREMENT GUIDELINES, TERMS AND CONDITIONS

2.1 The anticipated Schedule for this Solicitation is as follows:

<u>ITEM</u>	<u>EVENT</u>	<u>DATE/TIME</u>
a.	Solicitation Package Issued.....	February 10, 2020
b.	Deadline for receipt of questions.....	March 2, 2020
c.	Due Date for Bid Packages.....	March 10, 2020 10:30 a.m., EST
d.	Contract Award.....	TBD

2.2 Award of any contract which may result from this solicitation will be made to the bidder that has submitted the lowest bid prices (i.e., base bid plus alternates), and which has been determined to be fully responsible, and fully responsive to all requirements as detailed in this solicitation. The winning bidder must be fully responsible, which includes, but is not limited to, being fully licensed, qualified, and able to complete the work. To be considered for award, bids must include all required forms, and must be timely submitted prior to the deadline as established in Section 2.1. Bids must be submitted to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403. Bids delivered to any other location other than the Town Clerk shall not constitute receipt. Bid packages must be clearly labeled "ITB 104-2020," with the bidder's name and address information clearly identified. Failure to comply with any of these requirements will be cause for disqualification from award.

2.3 DEFINITIONS

- a. Bidder: person or firm submitting a response to this Invitation to Bid.
- c. Solicitation or Invitation to Bid (ITB): this Solicitation documentation, including any and all addenda.
- d. Bid Submittal forms: forms which must be completed and submitted with the Bid (see Exhibit B).
- e. Community Redevelopment Agency or CRA: shall refer to the Town of Lake Park's Community Redevelopment Agency, Florida.
- f. Contract or Agreement: the Invitation to Bid, all addenda issued thereto, all affidavits, all exhibits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the Town and the Bidder.
- g. Contractor: successful Bidder that is awarded a contract to provide the goods or services to the Town.
- h. Purchasing Department: the Purchasing Department of the Town of Lake Park, Florida.
- i. Responsible Bidder: a Bidder that has the capability in all respects to perform in full the contract requirements, as stated in the Invitation to Bid, and the integrity and reliability that will assure good-faith performance.
- j. Responsive Bidder: a Bidder whose Bid conforms in all material respects to the terms and conditions included in the Invitation to Bid.

2.4 CONE OF SILENCE

Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Town of Lake Park, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between

potential Bidders and/or Bidders on Town Solicitations, the Town's professional staff, and the Town Commission members.

COMMUNICATION PROTOCOL

All questions, requests for clarifications or additional information and communications concerning this procurement process must be directed to the Town Clerk. The Town Clerk will record its responses to questions, if any, and address them in the form of a written addendum. All communication must be in writing – no exceptions.

2.5 ADDENDUM

The Town Clerk may issue an addendum in response to any inquiry received, prior to the due date for Bids, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgement of Addenda" form, when any addenda have been issued (see "List of Exhibits" for a complete catalog of all required forms).

Note, March 2, 2020 is the deadline for receipt of questions. Questions should be submitted according to the communication protocol established in Section 2.4.

2.6 LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable Town Ordinances and Resolutions, as well as all applicable local, State, and Federal Statutes. Where conflict exists between this Solicitation and these legal requirements, the authority shall prevail in the following order; Federal, State and local.

2.7 CHANGE OF BID

Prior to the scheduled due date for Bids, a Bidder may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Bid replaces the original Bid. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after Bids have been opened.

2.8 WITHDRAWAL OF BID

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the Town Clerk prior to the due date for Bids may withdraw a Bid.

All proposed pricing shall be guaranteed firm for 90 calendar days after March 10, 2020. If any Bidder withdraws his or her Bid prior to contract award, the Bidder shall forfeit its Bid Bond.

2.9 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, special Conditions, the Scope of Services, and/or Description of Items, the Bid Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal forms, the Scope of Services and/or Description of items, the Special Conditions, and then the General Terms and Conditions.

2.10 PROMPT PAYMENT TERMS

It is the policy of the Town of Lake Park that payment for all purchases by Town departments shall be made in a timely manner. The Town will pay the successful Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the Town. However, the successful Bidder will be required to submit all required final close-out forms, as detailed within the project manual, prior to final payment. In accordance with Florida Statutes, Section 218.74, the time at which payment shall be due from the Town shall be forty-

five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Town Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the Town.

2.11 PREPARATION OF BIDS

- a. All Bids must include every form included within Exhibit B, in addition to any information requested by this solicitation within Section 5. The Bid submittal forms define requirements of the services to be performed or the items to be purchased, and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bid. The Bid submittal forms must be legible. Bidders shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- b. An authorized agent of the Bidder's firm must sign the Bid submittal forms where indicated. **Failure to sign the Signature Page of the Bid shall render the Bid non-responsive, and therefore subject to disqualification.**
- c. The Bidder must identify any exceptions it takes to the terms and conditions of the Solicitation and contract. Exceptions will not automatically result in the Bidder being deemed non-responsive; however, such a determination is at the discretion of the CRA and/or its staff. Bidders are cautioned that they may be considered non-responsive if Bids are conditioned to modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d. The Bidder may submit alternate Bid(s) for the same Solicitations provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid marked "Alternate Bid".

- e. Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness or other issues.
- f. All Bids shall be submitted hardcopy in triplicate, and be properly sealed and labeled as described in the advertisement for this solicitation.

2.12 CANCELLATION OF SOLICITATION

The Town of Lake Park CRA reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the Town.

2.13 AWARD OF CONTRACT

- a. Any contracts arising from this ITB may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Solicitation. The CRA reserves the right to reject any and all Bids, to waive irregularities or technicalities, and to re-advertise for all or any part of this Solicitation as deemed in its best interest. The CRA shall be the sole judge of its best interest.
- b. The CRA reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the CRA's best interest to do so.
- c. The Bidder's prior performance as a prime contractor or subcontractor on previous Town or CRA contracts shall be taken into account in evaluating the Bid received for this Solicitation.
- d. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Solicitation.
- e. The CRA reserves the right to request and evaluate additional information from any Bidder after the due date for Bids, as the CRA and/or its staff deems necessary.

2.14 WARRANTY

All warranties express and implied shall be made available to the CRA for goods and services covered by this Solicitation. All goods and services furnished shall be fully guaranteed by the successful Bidder against defects and workmanship. At no expense to the CRA, the successful Bidder shall correct any and all apparent and latent defects that may occur within the standard warranty.

2.15 PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder, as further described within the Town's purchasing ordinance.

2.16 LAWS AND REGULATIONS

The successful Bidder shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. The Bidder shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

2.17 LICENSES, PERMITS AND FEES

The successful Bidder shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the Town or a successful Bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the successful Bidder.

Contractor shall have an in-house certified arborist, and/or Florida State registered landscape architect on-staff at all times the contract is in effect. Additionally, it shall have a GI-BMP certified personnel for the application of any fertilizers. Irrigation technician shall also be licensed in Palm Beach County. "In-House" in this context means a person holding the appropriate credentials must be on the payroll of the company awarded the landscape maintenance contract.

2.18 SUBCONTRACTING

Unless otherwise specified in the Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the CRA. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the CRA shall constitute a material breach of the agreement and may result in termination of the contract for default.

2.19 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the CRA. Assignment without the prior consent of the CRA may result in termination of the contract for default.

2.20 SHIPPING TERMS

Unless otherwise specified in the Solicitation, any materials shall be F.O.B. Destination. Freight shall be included in the proposed price, if applicable.

2.21 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the CRA, Town, or any of its departments. The successful Bidder shall provide physically competent employee(s) capable of performing the work as required. The CRA may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

It is the successful Bidder's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The Town shall have no responsibility to check or verify the legal immigration status of any employee of the successful Bidder.

2.22 INDEMNIFICATION and INSURANCE

The successful Bidder shall indemnify and hold harmless the CRA, Town, and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the CRA, Town or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals, or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Town or its officers, employees, agents, and instrumentalities as herein provided.

The selected Bidders shall not commence any performance pursuant to the terms of this ITB until certification or proof of insurance has been received and approved by the Town's Risk Coordinator or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the Town of Lake Park shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the CRA or by any of its representatives, which

indicate less coverage than is required, does not constitute a waiver of the selected Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Town of Lake Park CRA.

The selected Bidder must submit a current Certificate of Insurance, naming the Town of Lake Park and Town of Lake Park CRA as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the Town upon expiration.

The selected Bidder shall provide insurance coverage as follows:

- a. WORKERS' COMPENSATION INSURANCE in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident, not less than One Hundred Thousand Dollars (\$100,000) for each disease, and not less than Five Hundred Thousand Dollars (\$500,000) aggregate.
- b. GENERAL LIABILITY INSURANCE with each occurrence limits of not less than One Million Dollars (\$1,000,000).
- c. PROFESSIONAL LIABILITY INSURANCE with limits of not less than one million Dollars (\$1,000,000) annual aggregate.
- d. HIRED AND NON-HIRED VEHICLES with limits of not less than Five Hundred Thousand Dollars (\$500,000) per claim.

2.23 COLLUSION

A Bidder shall submit an affidavit under the penalty of perjury, on a form provided by the CRA (see Exhibit B), stating that the contractor is not related to any of the other parties proposing in the competitive Solicitation; and attesting that the Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Bidder has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder. In the event a recommended Bidder identifies related parties in the competitive Solicitation, its Bid shall be

presumed to be collusive and the recommended Bidder shall be ineligible for award unless that presumption is rebutted to the satisfaction of the CRA. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

2.24 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

2.25 TERMINATION FOR CONVENIENCE

The CRA, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this ITB with or without cause immediately upon providing written notice to the awarded Bidder. Upon receipt of such notice, the awarded Bidder shall not incur any additional costs under the contract. The CRA shall be liable only for reasonable costs incurred by the awarded Bidder prior to the date of the notice of termination. The CRA shall be the sole judge of "reasonable costs."

2.26 TERMINATION FOR DEFAULT

The CRA reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the awarded Bidder fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Bidder must cure any such failure to perform or default. The awarded Bidder's failure to timely cure any default shall serve to automatically terminate any contract entered into pursuant to this ITB.

The CRA further reserves the right to suspend or debar the awarded Bidder in accordance with the appropriate Town ordinances, resolutions, and/or policies. The vendor will be notified by letter of the CRA's intent to terminate. In the event of termination for default, the CRA may procure the required goods and/or services from any

source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent winning Bidder.

2.27 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the CRA through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The CRA, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

2.28 ACCESS AND AUDIT OF RECORDS

The CRA and Town reserves the right to require the successful Bidder to submit to an audit by an auditor of the CRA's and Town's choosing at the successful Bidder's expense. The successful Bidder shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours.

The successful Bidder shall retain all records pertaining to this contract, and upon request, make them available to the Town for three (3) years following expiration of the contract. The successful Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards.

2.29 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed Town programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Town and CRA contracts.

2.30 PRE-AWARD INSPECTION

The CRA may conduct a pre-award inspection of the Bidder's premises or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this Solicitation.

2.31 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of Bid submittals will be available for public inspection after the opening of Bids in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Record Law." The Bidder shall not submit any information in response to this solicitation that Bidder considers a trade secret, proprietary, or confidential. The submission of any information to the Town in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection that would otherwise be available to the Bidder. In the event that the Bidder submits information to the Town in violation of the restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the CRA may, in its sole discretion, either (a) communicate with the Bidder in writing in an effort to obtain the Bidder's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the Bid. The redaction or return of information pursuant to this clause may render a Bid non-responsive.

2.32 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

Any person or entity that performs or assists the Town of Lake Park CRA with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and /or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPPA) OF 1996.

HIPPA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the Town of Lake Park any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making Protected Health Information (PHI) available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer.
- g. Making PHI available to the Town of Lake Park for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the Town of Lake Park for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The successful Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

2.33 ADDITIONAL FEES AND SURCHARGES

Unless provided for in the contract/agreement, the CRA will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

2.34 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.35 BINDING EFFECT

All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

2.36 SEVERABILITY

If any part of this contract is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

2.37 GOVERNING LAW AND VENUE

Any contract arising from this solicitation and all transactions contemplated by this agreement shall be governed by and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

2.38 ATTORNEY'S FEES

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

2.39 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Town of Lake Park CRA complies with all laws of prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority and female-owned businesses to participate.

During the performance of this contract, successful Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The successful Bidder shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.

The successful Bidder further acknowledges and agrees to provide the CRA with all information and documentation that may be requested by the CRA from time to time regarding the Solicitation, selection, treatment, and payment of subcontractors, suppliers, and vendors in connection with this contract.

2.40 CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with a Bidder, the CRA may conduct a comprehensive criminal background check by accessing any Federal State, or local law enforcement database available. The contract employee or Bidder will be required to sign an authorization for the CRA to access criminal background information. The costs for the background checks shall be borne by the CRA.

2.41 LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the successful Bidder.

2.42 MINIMUM WAGE REQUIREMENTS

The successful Bidder shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.

2.43 PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law requires that all material submitted in connection with a Bid response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes.

If the Bidder believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Bidder must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Bid number clearly marked on the outside. The Town will not accept Bids when the entire Bid is labeled as exempt from disclosure. The Town's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employee, and agents against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records.

The selected Bidder(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701m Florida Statutes; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this ITB/RFP.

2.44 CONFLICTS OF INTEREST

All Bidders must disclose within their Bid the name of any officer, director, or agent who is also an employee of the Town of Lake Park or CRA. Further, all Bidders must disclose the name of any Town

employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Bidder from this Solicitation and may be grounds for further disqualification from participating in any future Solicitations with the Town.

2.45 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be successful or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

2.46 OTHER GOVERNMENTAL AGENCIES

If a Bidder is successfully awarded a contract as a result of this Solicitation, the Bidder shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded.

2.47 COMPLETION OF WORK AND DELIVERY

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be presented to the CRA, and adhered to by the successful Bidder, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes or other causes beyond the control of the successful Bidder.

2.48 FAILURE TO DELIVER OR COMPLETE WORK

Should the successful Bidder fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and

understood that the CRA reserves the authority to cancel the contract with the successful Bidder and secure the services of another vendor to purchase the items or complete the work.

If the CRA exercises this authority, the CRA shall be responsible for reimbursing the successful Bidder for work that was completed, and items delivered and accepted by the CRA in accordance with the contract specifications. The CRA may, at its option, demand payment from the successful Bidder, through an invoice or credit memo, for any additional costs over and beyond the original contract price that were incurred by the CRA as a result of having to secure the services of another vendor.

2.49 CORRECTING DEFECTS

The successful Bidder shall be responsible for promptly correcting any deficiency, at no cost to the CRA, within two (2) calendar days after the CRA notifies the successful Bidder of such deficiency in writing. If the successful Bidder fails to correct the defect, the CRA may (a) place the successful Bidder in default of its contract; and/or (b) procure the products or services from another source and charge the successful Bidder for any additional costs that are incurred by the CRA for this work or items, either through a credit memorandum or through invoicing. In addition, if the Bidder fails to correct the defect within two (2) calendar days, the CRA reserves the right to deploy its own staff to correct the defect and charge the Bidder.

2.50 ACCIDENT PREVENTION AND SAFETY

Precautions shall be exercised at all times for the protection of persons and property. All successful Bidders performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and Town regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the successful Bidder. Barricades or other safety devices shall be provided by the successful Bidder when work is performed in areas traversed by persons, or when

deemed necessary by the Town. Any Maintenance of Traffic operations shall be supervised by competent and qualified person.

2.51 OMISSIONS IN SPECIFICATIONS

The scope of services or description of items contained within this Solicitation describes the classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

2.52 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The successful Bidder hereby acknowledges and agrees that all materials, except where requested, supplied by the successful Bidder in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the CRA by the successful Bidder are found to be defective or do not conform to specifications, (1) the materials may be returned to the successful Bidder at the Bidder's expense and the contract cancelled; or (2) the CRA may require the successful Bidder to replace the materials at the successful Bidder's expense.

2.53 TAXES

The Town of Lake Park is exempt from Federal and State taxes for tangible personal property.

2.54 BIDDER'S COSTS

The CRA shall not be liable for any costs incurred by Bidders in responding to this ITB.

2.55 FORCE MAJEURE

The CRA and the successful Bidder are excused from the performance of their respective obligations under the contract when and to the

extent that their performance is delayed or prevented by any circumstances beyond their control, including; fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing part uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the successful Bidder shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

2.56 FISCAL FUNDING OUT

The CRA's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-

appropriation event shall not constitute a default or breach of said contract or agreement by the Town.

2.57 RIGHTS OF THE CRA

This ITB constitutes an invitation for submission of Bids to the CRA. This ITB does not obligate the CRA to procure or contract for any of the scopes of services set forth in this ITB. The CRA reserves and holds at its sole discretion, various rights and options under Florida law, including without limitation, the following:

- To prepare and issue addenda to the ITB that may expand, restrict, or cancel any portion or all work described in the ITB without obligation to commence a new procurement process or issue a modified or amended ITB.
- To receive questions from potential Bidders and to provide such answers in writing as it deems appropriate.
- To waive any informalities, technicalities, or irregularities in the Bids submitted.
- To reject any and all Bid submissions.
- To change the date for receipt of Bids or any deadlines and dates specified in the ITB.
- To change the procurement and/or selection process prior to receipt of Bids.
- To conduct investigations with respect to the information provided by each Bidder and to request additional information (either in writing or in presentations and interviews) to support such Bidder's responses and submittals.
- To visit facility construction area referenced in the Bidder's submittal at any time or times during the procurement process.
- To seek clarification of Bids from the Bidders either in writing or in presentations and interviews.
- To cancel the ITB with or without substitution of another ITB.

SECTION 3: SPECIAL TERMS AND CONDITIONS

3.1 Work Restrictions

Portions of the project site are residential neighborhood areas and are subject to noise restrictions. Work shall take place Monday through Friday, 8:00 a.m. – 5:00 p.m. The site shall be considered closed on Saturdays, Sundays, and Holidays, and hours of construction shall be restricted to regular business hours and will be strictly enforced. Requests to work outside of these hours may be made in writing to the Public Works Director, and granted at the CRA's sole discretion.

3.2 Payment Procedures

All required forms, waivers, insurance documents, work tracking and validation sheets, etc. must be received to the satisfaction of the CRA prior to payment. All requests for payment shall be submitted to the Finance Department, 535 Park Avenue, Lake Park, Florida 33403. Invoices sent to any other location will not constitute official receipt.

3.3 Notice-to-Proceed

An officially executed purchase order from the Town shall serve as the Notice-to-Proceed. The start date for construction shall be the date at which the Notice-to-Proceed is delivered and received by the successful bidder.

SECTION 4: SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

GENERAL

Attached to this document are separate plans/drawings available as a complement to the Scope of Work for this project. All required bid items are described in the Scope of Work, and may be further clarified in any Addenda issued. Bidders are encouraged to visit the project site so that local conditions are known and considered.

700 Block

The 700 block of Park Avenue has two landscaped medians at either end of the block containing trees and low to medium height hedges. The bullnose in both medians contains annuals and mulch. The east median has Bougainvillea which requires special attention and the Clock Tower which serves as a gateway to the downtown. The right-of-way is 80 feet wide and there are trees and low to medium height hedges growing between private property parking lots and the back of the sidewalk. There are curbed parking lane bulb-outs that contain turf, low hedges, and trees. The parking spaces are flanked by low hedges and trees. There are grass swales, a half a block long, north and south of Park Avenue on 7th Street and 8th Street. Refer to the plan set for limits of work along 7th and 8th Streets.

The south side of the alley that is behind the businesses on the south side of Park Avenue is landscaped with trees, low to medium height hedges, turf and mulch which line a chain link fence and flank dumpster enclosures. The alleyway landscaping is irrigated from a well water pump station located in the adjacent Community Garden.

800 Block

The 800 block of Park Avenue has two landscaped medians at either end of the block. The work within the 80' right-of-way is similar to the 700 block. An irrigation pump station using well water is located in the east median. The north right-of-way is at the building face. Refer to the plan set for limits of work along 8th and 9th Streets.

The south side of the alley that is behind the businesses on the south side of Park Avenue is landscaped with trees, low to medium height hedges, turf and mulch which line chain link fencing and flank dumpster enclosures. The irrigation system uses potable water controlled by battery operated time clock valves. Prune Ficus hedges (keep base slightly wider than top) to maintain a six foot maximum height (unless otherwise noted). It will be necessary to trim both sides of the hedge, with one side adjacent to a chain link fence. The Ficus hedge will require White Fly treatment; twice a year application of a granular, systemic type pesticide with a spray treatment once a year, if needed.

The property addressed as 800 Park Avenue is owned by the CRA and maintenance of the landscaping is included in the contract.

The property outlined in the plan set sheet 2 as Town Greene is private property used by the Town for special events. Maintenance of turf (Bahia), hedges, irrigation and fertilization is an Alternate in the bid.

900 Block

The 900 block of Park Avenue has one landscaped median. The work within the 80' right-of-way is similar to the 700 and 800 blocks. The maintenance of the landscaping at the Post Office building is included in the contract. Refer to the plan set for limits of work on 9th Street.

There are landscaped alleyways behind the businesses on the north and south side of Park Avenue in the 900 block. These alleys are landscaped with trees, low to medium height hedges, turf and mulch which line chain link fencing and flank dumpster enclosures. The irrigation system uses potable water controlled by battery operated time clock valves. Prune Ficus hedges (keep base slightly wider than top) to maintain a six foot maximum height (unless otherwise noted). It will be necessary to trim both sides of the hedge, with one side adjacent to a chain link fence. The Ficus hedge will require White Fly treatment; twice a year application of a granular, systemic type pesticide with a spray treatment once a year, if needed.

10th Street-Park Avenue to Northlake Boulevard

Tenth Street has eight landscaped medians plus a grassed triangle at the intersection of 10th St. and Prosperity Farms Road. Three of the median bull noses have opportunity for mulch and annuals. There is turf, shrubs, ornamental grasses, palmetto shrubs, and a variety of trees. There are two well water irrigation pump stations. Besides landscape and irrigation maintenance, collection of litter is required within the right-of-way (back of sidewalk to back of sidewalk). **NOTE:** 10th Street is a high speed/high volume roadway which requires signage and barricades to be placed when work is being performed within the right-of-way. A Maintenance of Traffic plan (M.O.T.), prepared by a competent person, must be submitted and approved by the Town before any work is performed in the medians. The plan must be adhered to any time crews are performing work in the medians. See "Maintenance of Traffic (M.O.T.)" in Schedule of Bid Items.

Alleyway East of 10th Street between Greenbrier Court and Northern Drive

The north/south alleyway has Ficus hedge, turf and irrigation system on the east side of the alleyway. One block has no alleyway. The irrigation system is served by battery operated time clock valves on potable water. The Ficus hedge is purposely kept low south of Hawthorne Drive

for security purposes at the adjacent school. Prune Ficus hedges (keep base slightly wider than top) to maintain a six foot maximum height (unless otherwise noted). It will be necessary to trim both sides of the hedge, with one side adjacent to a chain link fence. The Ficus hedge will require White Fly treatment; twice a year application of a granular, systemic type pesticide with a spray treatment once a year, if needed. The northern two blocks of Ficus hedge are in bad condition and will require special treatment (hard cut-back or replacement). All Ficus hedge will require White Fly treatment.

SPECIFIC LANDSCAPING DUTIES-FREQUENCY

Weekly: Pick up / dispose of litter and document quantity of "man-made" litter collected (measured in gallons) for NPDES reporting purposes. Quantity of collected litter must be submitted with each monthly invoice. Invoices will not be processed for payment without the required documentation. Maintain area free of debris, leaves, clippings, dead branches, etc. Dispose of all collected debris off site.

42 times / year: Supply labor, equipment and material to mow, string-trim, and edge all turf areas. Power blow roadways and sidewalks to ensure clean appearance; Leaves and grass clippings CANNOT go into gutter lines and/or into stormwater catchbasins. Prune ornamental hedges (keep base slightly wide than top), edge, weed and rake beds. **NOTE:** Contractor may use, at their own discretion, a broad spectrum post-emergent professional herbicide to aid in maintaining planter edges and weed control.

42 times / year: Operate and inspect irrigation system after each mowing event. Any damages shall be repaired by the contractor at the contractor's expense. The CRA will supply replacement sprinkler heads and nozzles when presented with broken parts. Advise the Public Works Department of time clock and valve problems prior to making repairs. Provide hourly rate for Irrigation Technician in "Schedule of Bid Items. **NOTE: Contractor/bidder shall be licensed in Palm Beach County to perform irrigation maintenance or provide irrigation system maintenance via a subcontractor licensed to perform irrigation maintenance in Palm Beach County.**

8 times / year: Prune Ficus hedges (keep base slightly wider than top), edge, weed and rake beds. Maintain height at six feet maximum (unless otherwise noted).

2 times / year: Supply labor, equipment and materials to treat Ficus hedges with a granular, systemic white fly pesticide.

1 time / year: Supply labor, equipment and materials to treat Ficus hedges with a liquid spray white fly pesticide.

2 times / year: Supply labor and equipment to fertilize all turf areas. The Town will purchase the fertilizer based upon the contractor's recommendation for type and quantity.

2 times / year: Supply labor and equipment to fertilize all ornamental hedges (including Ficus hedges) and groundcover. The Town will purchase the fertilizer based upon the contractor’s recommendation for type and quantity.

2 times / year: Supply labor, equipment and materials to fertilize all palm trees using fertilizer spikes with appropriate micro-nutrients. Place five spikes per tree, minimum. Contractor to purchase fertilizer spikes.

2 times / year: Supply labor, equipment, and material to place annuals and two inches of mulch in selected beds. Budget \$ 3.40 per square foot for plants and mulch materials. Mulch shall be Eucalyptus or Pine Bark (no cypress mulch).

1 time / year: Supply labor, equipment, and material to mulch selected beds. Prepare beds by raking and removing loose material and weeds with a stiff, steel rake. Place two inch layer of fresh mulch. Budget \$0.40 per square foot for Eucalyptus or Pine Bark mulch (no cypress mulch).

1 time / year: Supply labor and equipment to trim one-third of all palms and thin and lift one-third of all trees less than 25’ high. Dispose of all trimming off-site.

1 time / year: Supply labor and equipment to trim one-third of all palms and thin and lift one-third of all trees greater than 25’ high. Include cost of Maintenance of Traffic (M.O.T.). The use of a bucket truck on Park Avenue may require temporary detours and traffic flaggers. Dispose of all trimmings off site for disposal.

QUANTITIES (estimated for bidding purposes)

(Measurements are approximate. Field verification required)

In addition to the beds with hedge material and trees:

Turf	35,757 S.F.
Mulch beds	3,219 S.F.
Annual & Mulch beds	1,401 S.F.
Ornamental hedge and ground cover.....	Field Verification Required
Trees under 25’ tall	Field Verification Required
Trees over 25’ tall	Field Verification Required
Ficus Hedge trim	2,768 L.F.
White Fly treatment (systemic).....	2,768 L.F.
White Fly treatment (spray).....	14,000 S.F.

ALTERNATES

Town Greene

The Town Greene is a privately owned parcel on the west side of the 800 Park Avenue building that is being leased to the Town for special event usage. The lease agreement requires the Town to maintain the landscaping of this three-quarter of an acre parcel until the property owner moves ahead with site development. The annual maintenance costs associated with the Town Greene will be included in each year of this contract with the understanding that this portion may be cancelled at any time after sixty days' notice to the contractor.

The regular collection of trash, maintenance of the Bahia turf, hedges, and irrigation system as well as the scheduled manual irrigation and fertilization of the turf, are a part of this Alternate Bid item.

The landscaping is irrigated from a well water pump station located at the west end of the property. There is not a permanent power supply to the pump and timer; a heavy duty extension cord must be run from the pump house to a nearby electric pedestal to activate the system for each irrigation event.

SPECIFIC LANDSCAPING DUTIES-FREQUENCY

Weekly: Pick up / dispose of litter and document quantity of "man-made" litter collected (measured in gallons) for NPDES reporting purposes. Quantity of collected litter must be submitted with each monthly invoice. Maintain area free of debris, leaves, clippings, dead branches, etc. Dispose of all collected debris off site.

Weekly: Operate and inspect irrigation system. Connect power cord to supply and let system operate through an entire irrigation cycle. Detach cord and store in pump house. Any damages shall be repaired by the contractor at the contractor's expense. The Town will supply replacement sprinkler heads and nozzles when presented with broken parts. Advise the Public Works Department of time clock and valve problems prior to making repairs. Provide hourly rate for Irrigation Technician in "Schedule of Bid Items.

30 times / year: Supply labor, equipment and material to mow, string-trim, and edge all turf areas. Power blow roadways and sidewalks to ensure clean appearance; Leaves and grass clippings CANNOT go into gutter lines and/or into stormwater catchbasins. Prune ornamental hedges (keep base slightly wide than top), edge, weed and rake beds. **NOTE:** Contractor may

use, at their own discretion, a broad spectrum post-emergent professional herbicide to aid in maintaining planter edges and weed control.

2 times / year: Supply labor and equipment to fertilize all turf areas. The Town will purchase the fertilizer based upon the contractor's recommendation for type and quantity.

2 times / year: Supply labor and equipment to fertilize all ornamental hedges. The Town will purchase the fertilizer based upon the contractor's recommendation for type and quantity.

QUANTITIES (estimated for bidding purposes)

(Measurements are approximate. Field verification required)

In addition to the beds with hedge material and trees:

Bahia Turf21,430 S.F.

Ornamental hedge.....708 L.F.

SECTION 5: BID SUBMITTAL REQUIREMENTS

5.1 BID SUBMITTAL REQUIREMENTS

In response to this Solicitation, the Bidder should submit three complete hard copies of its entire completed Bid submittal Package. Bidders should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required.

The Bid shall be written in sufficient detail to permit the CRA to conduct a meaningful evaluation. However, overly elaborate responses are not requested or desired.

5.2 REQUIRED INFORMATION

a. SUBMITTAL FORMAT

To facilitate and expedite review, the CRA asks that all Bidders follow the response format outlined below. Failure to submit your response in the format requested may result in delay evaluating your Bid, or rejection of your Bid. Please abide by all requirements set forth to avoid any risk of disqualification.

b. BIDS SHOULD FOLLOW THE FORMAT BELOW:

TAB 1 - FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Any missing items will render a Bid unresponsive. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the CRA if the Bidder is determined to be the responsive and responsible Bidder with the lowest bid price. **For your convenience, all the forms listed below are included as 'Exhibit B.' Do not use any other forms, other than those included within Exhibit B, for your Tab 1. Inclusion of any other forms may result in your Bid being deemed unresponsive.**

- a. Acknowledgement of Addenda
- b. Bid Submittal Signature Page

- c. Conflict of Interest Disclosure form
- d. Notification of Public Entity Crimes Law
- e. Drug-free Work Place
- f. Non-Collusion Affidavit
- g. Truth-In-Negotiation Certificate
- h. Schedule of Bid Items, fully completed.
- i. List of References
- j. Anti-kickback affidavit
- k. List of subcontractors

TAB 2 – INSURANCE, BOND, and NOTIFICATION OF LITIGATION

- Include a certificate of insurance (COI) that proves insurability as specified in Section 2. Successful bidder will be required to submit their COI with the specified insurance coverages within 7 business days of contract execution.
- Include bid bond, as specified in Section 1.
- Include information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Bidder, any of its employees or subcontractors, is or has been involved within the last three (3) years. If this is not applicable, because there is no prior or pending litigation, please include a statement that says the following: “NO PRIOR OR PENDING LITIGATION, EITHER CIVIL OR CRIMINAL, INVOLVING A GOVERNMENTAL AGENCY OR WHICH MAY AFFECT THE PERFORMANCE OF THE SERVICES TO BE RENDERED HEREIN”

TAB 3 – CERTIFICATIONS AND LICENSES

Include copies of ALL licenses, certifications, business tax receipts, and/or other proof which successfully demonstrates that the bidder is

qualified to complete the work associated with this solicitation. THIS SHOULD INCLUDE any applicable landscape architecture certification, AND/OR arborist certification, as well as GI-BMP certification for personnel who may be applying fertilizer. In addition, irrigation technician certification for any personnel who may be serving the role of irrigation technician should be included here.

TAB 4 – Optional Information from Bidder

- Include any exceptions or clarifications to bid as submitted. This tab is optional. Failure to include a Tab 4 will not disqualify a bidder from award. However, its inclusion is encouraged if the bidder has any exceptions or clarifications to its bid package.

SECTION 6: THE AWARD PROCESS

The CRA reserves the right to negotiate the final terms, conditions and pricing of the Agreement, as may be in the best interest of the CRA. In general, the recommendation for award will be made to the Bidder who is fully responsive to all requirements as set forth in this solicitation, and who also offers the best value for performing the services.

6.1 REVIEW OF BIDS FOR RESPONSIVENESS – STEP 1

Each Bid will be reviewed to determine if the Bid is responsive to each of the submission requirements outlined in Section 5 (Tabs 1-3). In order to move to Step 2 of the process, a Bid must first be deemed completely responsive to all of the submittal requirements. A responsive Bid is one that follows the requirements outlined in Section 5, includes all documentation and completed forms, is submitted in the format outlined in Section 5, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Bid being deemed non-responsive.

6.2 RIGHTS TO ADDITIONAL INFORMATION

Any Bidder recommended for award may be required to provide to the CRA:

- a.) Its most recent certified business financial statements as of a date not earlier than the end of the Bidder's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for any material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b.) The CRA may conduct a pre-award inspection of the Bidder's premises or hold a pre-award qualification hearing to determine

if the Bidder is capable of performing the requirements of this Solicitation.

6.3 CONTRACT AWARD

Any contract resulting from this Solicitation will be submitted to the CRA Board for approval. All Bidders will be notified in writing when the CRA Executive Director or designee makes an award recommendation. The contract award, if any, shall be made to the Bidder(s) whose Bid(s) are deemed by the CRA to be in the best interest of the CRA. Notwithstanding the rights of protest listed herein, the CRA's decision of whether to make the award and to which Bidder(s) shall be final.

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY AND VINCENT AND SONS LANDSCAPING, INC.

THIS FIRST AMENDMENT to the agreement between the TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY, 535 PARK AVENUE, LAKE PARK, FLORIDA, 33403 ("CRA") and VINCENT AND SONS LANDSCAPING, INC., PO BOX 20605, WEST PALM BEACH, FLORIDA 33416 ("Contractor") is entered into this 1 day of Dec., 2021.

RECITALS

WHEREAS, the CRA and Contractor previously entered into the Agreement whereby Contractor is providing certain landscaping maintenance services within the downtown area along Park Avenue within the community redevelopment boundaries; and

WHEREAS, the CRA has determined that it is necessary and appropriate to amend the Agreement to provide that the Contractor will also provide the same landscape maintenance services to two additional areas within the CRA's boundaries; and

WHEREAS, the CRA agrees to compensate the Contractor an additional \$18,485 annually to provide the landscape maintenance services at the two additional locations within the CRA's boundaries; and

WHEREAS, the terms and conditions of the Agreement which incorporates all of the terms and conditions of Bid No. 104-2020 shall remain effective.

NOW THEREFORE, the Parties hereby agree to this 1st Amendment as follows:

Section 1. The Whereas clauses are hereby incorporated herein.

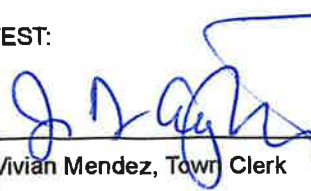
Section 2. Scope of Additional Services. The Contractor, pursuant to the Agreement, shall incorporate the following two additional locations, located within the CRA, onto the service area of subject landscape maintenance agreement:

1. The CRA Municipal Parking Lot, located at 711 Foresteria Drive
2. A parcel of land located at 610 7th Street

Section 3. All terms, conditions, plans and specifications of Town Bid No. 104-2020, any Addenda, and Contractor's accepted bid, dated March 10, 2020 shall continue to apply to this Amendment, and are incorporated herein. In the event of conflict, the terms of the Town's bid shall take precedence.

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

By: 
for Vivian Mendez, Town Clerk
(Town Seal)

TOWN OF LAKE PARK

By: 
Michael O'Rourke, Mayor



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

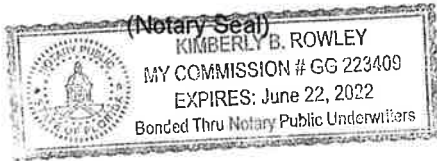
Item 2.

By: [Signature]
Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of December 2021 by Michael O'Rourke. As Mayor of the Town of Lake. He/she is personally known to me.



[Signature]
Notary State of Florida

VINCENT AND SONS LANDSCAPING, INC.

By: [Signature]

Printed Name:

Its: Pres.

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of November 2021 by David Vincent of Vincent & Sons Landscaping, Inc. He/she is personally known to me or has produced DL as identification.

(Notary Seal)


Andrea Vincent
Comm.: HH 123832
My Commission Expires: April 28, 2025
Notary State of Florida

P:\DOCS\26508\00003\DOC2490177.DOCX
2

[Signature]

Vincent & Sons Landscaping, Inc
DBA: V&S Landscaping
 Po Box 20605
 West Palm Beach, FL 33416 US
 Office@vandslandscaping.com
 vandslandscaping.com



Estimate

ADDRESS

Paula LeBlanc
 Town Of Lake Park
 Public Works Department
 650 Old Dixie Hwy
 Lake Park, Fl 33403-3006
 Palm Beach County

ESTIMATE # 1146

DATE 08/30/2021

LOCATION

Parking Lot Maintenance Bid

ACTIVITY	QTY	RATE	AMOUNT
Landscape Maintenance Mowing-Edge-Litter. Ect	42	225.00	9,450.00
Landscape Maintenance Trim and detail	12	225.00	2,700.00
Irrigation Systems Weekly Irrigation Checks	42	97.50	4,095.00
Spread Fertilizer Fertilizer applications Quarterly Service Labor only	4	200.00	800.00
Pressure cleaning services Quarterly Pressure cleaning of the sidewalk	4	360.00	1,440.00

TOTAL

\$18,485.00

Accepted By

Accepted Date

RESOLUTION NO. 38-06-20

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY APPROVING THE CONTRACT BETWEEN THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY AND VINCENT AND SONS LANDSCAPING, INC. FOR THE PROVISION OF PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES TO BE PROVIDED WITHIN THE COMMUNITY REDEVELOPMENT AGENCY BOUNDARIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lake Park Community Redevelopment Agency (“CRA”) is an independent local government agency that fosters the collaborative efforts of residents, businesses, property owners, and other organizations to implement community redevelopment efforts in the CRA area, which encompasses the heart of the of the Town of Lake Park’s historic main street (Park Avenue) and core of neighborhood-serving retail, food and beverage establishments and industrial uses; and

WHEREAS, the CRA is enabled to enter into contracts for the provision of goods and/or services and is responsible for the maintenance and upkeep of landscaping within the public rights-of-way located within the CRA boundaries, and requires a contractor to provide the needed landscape maintenance services; and

WHEREAS, the CRA solicited via Invitation-to-Bid No. 104-2020 qualified professional landscape maintenance contractors to provide the CRA with landscape maintenance services; and

WHEREAS, in its bid dated March 10, 2020, the landscape maintenance firm of Vincent and Sons Landscaping, Inc.(the “Contractor”) represented that it is qualified, able, and willing to provide the CRA with landscaping maintenance services as required, and the Contractor’s bid was found by CRA staff to be fully responsive and responsible to all requirements; and

WHEREAS, the Contractor and CRA desire to enter into a three-year agreement for the provision of professional landscape services as specified within Invitation-to-Bid No. 104-2020, with two, optional one-year contract extensions exercisable at the CRA Board’s sole discretion; and

WHEREAS, the cost for the first year of services shall be \$84,849.00, with the cost for the second and third years being \$72,109.00 each; and

WHEREAS, the CRA Board has determined that it is in the best interest of the CRA to enter into a contract with the Contractor, for the provision of professional landscape maintenance services as needed by the CRA. A copy of such contract is attached hereto and incorporated herein as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY BOARD OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The CRA Board hereby authorizes and directs the Board Chair and the Executive Director to execute the contract with Vincent and Sons Landscaping, Inc. for the provision of professional landscape maintenance services to the CRA, a copy of which is attached hereto and incorporated herein as **Exhibit A**.

Section 3. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Board Member Michael
 who moved its adoption. The motion was seconded by Vice-Chair Glas-Castro
 and upon being put to a roll call vote, the vote was as follows:


	AYE	NAY
CHAIR MICHAEL O'ROURKE	<u>/</u>	<u> </u>
VICE-CHAIR KIMBERLY GLAS-CASTRO	<u>/</u>	<u> </u>
BOARD MEMBER ERIN FLAHERTY	<u>Absent</u>	<u> </u>
BOARD MEMBER JOHN LINDEN	<u>/</u>	<u> </u>
BOARD MEMBER ROGER MICHAUD	<u>/</u>	<u> </u>
BOARD MEMBER CHRISTIANE FRANCOIS	<u>/</u>	<u> </u>
BOARD MEMBER RHONDA "JO" BROCKMAN	<u>/</u>	<u> </u>

The Community Redevelopment Agency thereupon declared the foregoing Resolution
 NO. 38-06-20 duly passed and adopted this 3 day of June,
 2020.

TOWN OF LAKE PARK, FLORIDA

BY: 
 MICHAEL O'ROURKE
 CHAIR

ATTEST:


 VIVIAN MENDEZ
 AGENCY CLERK
 TOWN SEAL
 FLORIDA

Approved as to form and legal
 sufficiency:

BY: 
 THOMAS J. BAIRD
 AGENCY ATTORNEY

Contract Agreement
AGREEMENT BETWEEN OWNER AND CONTRACTOR
Lake Park Community Redevelopment Agency
Downtown Landscape Maintenance
TOWN OF LAKE PARK COMMUNITY DEVELOPMENT AGENCY
TOWN BID NO. 104-2020


Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY, 535 PARK AVENUE, LAKE PARK, FLORIDA, 33403 ("Owner") and VINCENT AND SONS LANDSCAPING, INC., PO BOX 20605, WEST PALM BEACH, FLORIDA 33416 ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town Community Redevelopment Agency's Invitation For Bid No. 104-2020.

All terms, conditions, plans and specifications of Town Bid No. 104-2020, any Addenda, and Contractor's accepted bid, dated March 10, 2020 shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the Town's bid shall take precedence. The total contract amount shall be \$84,849.95 for the first of the three years the contract is in effect, which is the Base Bid plus the addition of Alternate 1 and the Initial Maintenance Event. The total contract amount shall be \$72,109.95 for the second and third years, which is the Base Bid plus the addition of Alternate 1. Additionally, any services to be rendered by Contractor to Owner for Irrigation Technician, Laborer, Arborist, or Landscape Architect while contract is in effect shall be provided at the rates indicated in the Contractor's accepted bid.


IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Lake Park through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 3 day of June, 2020; and _____ authorized to execute same.

TOWN OF LAKE PARK, through its
Town Commission


Attest:


 Vivian Mendez, Town Clerk

TOWN OF LAKE PARK
SEAL
 (Town Seal)
FLORIDA

By: 
 Michael O'Rourke, Mayor
5 day of June, 2020

Approved as to form and legality
 For the use of and reliance by the
 Town of Lake Park only:

By: 
 Thomas Baird, Town Attorney
5th day of June, 2020

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor:

Vincent and Sons Landscaping, Inc.

Name of Contractor

Andrew Suglio

Signature

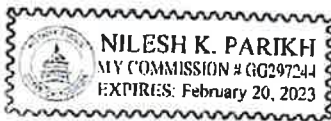
Andrew Suglio, Business Development

Name, Title

6 day of April, 2020

(CORPORATE SEAL)

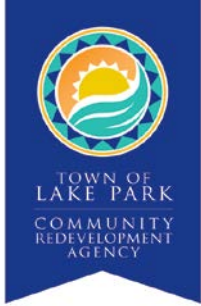
STATE OF FLORIDA)

COUNTY OF Palm Beach)Sworn to and subscribed before me this 6 day of April, 2020 byAndrew Suglio who (check one) [] is personally known to me or ☒ has
produced F.D.L. as identification.Vincent Ban
Notary Public, State of FloridaNILESH PARIKH

Print or Type Name of Notary Public

My commission expires: 02/20/2023

END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR



**CRA – Special Call
Agenda Request Form**

Meeting Date: April 19, 2023

Agenda Item No.

Agenda Title: A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE CHAIRMAN TO SIGN A FIRST AMENDMENT TO THE GRANT AGREEMENT WITH OCEANA LOGISTICS INTERNATIONAL, INC., KISS KITCHENS LLC, AND FLORIDA CANNING COMPANY LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

- ☐ SPECIAL PRESENTATION/REPORT

☐ OLD BUSINESS

☐ DISCUSSION FOR FUTURE ACTION
- ☐ CONSENT AGENDA

☒ **NEW BUSINESS: Resolution**

☐ OTHER: General Business

Approved by Executive Director:

John D'Agostino

Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of Lake Park,
ou=Town Manager,
email=jd'agostino@lakeparkflorida.gov, c=US

Date: _____

Nadia Di Tommaso, Community Development Director

<div>Originating Department:</div> <div>Town Manager/Community Development</div>	<div>Costs: \$ 200K per fiscal year for 5 years (total \$1M – <i>the first \$200K has already been paid</i>) & Legal Review</div> <div>Funding Source:</div> <div>CRA-Grants-Business Development / Legal #108</div> <div>Acct. # 110-55-552-520-82111</div> <div><input type="checkbox"/> Finance <div>Jeffrey P. Duvall</div><div><small>Digitally signed by Jeffrey P. Duvall DN: cn=Jeffrey P. Duvall, o=, email=jduvall@lakeparkflorida.gov, c=US</small></div></div>	<div>Attachments:</div> <div><div>→ Resolution __-04-23</div><div>→ First Amendment to Redevelopment Grant Agreement</div><div>→ Executed Guaranty</div><div>→ Applicant Presentation</div><div>→ Applicant Executive Summary</div><div>→ Construction Contract</div><div>→ Business Plans: Oceana; Kiss Kitchens; Florida Canning</div><div>→ SBA and HUD Loan Documents</div><div>→ Additional Kiss Kitchens and Florida Canning Business Information</div><div>→ Letter Received from CRA Board Member Taylor</div></div>
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Background and Summary

On November 2, 2022, the CRA Board considered a grant application request from the Lake Park Group, consisting of Oceana Logistics International, Inc., Kiss Kitchens LLC, and Florida Canning Company LLC. The request was for \$1M, spread over a 5-year term at \$200K per fiscal year with the first payment having already been made in December 2022. At the November 2 meeting, there was lengthy discussion by the Board regarding the grant request. The Board requested additional information on the business plans associated with the three entities; further explanations on their loan(s) breakdown and evidence of their financial stability. There was additional discussion on the loan guarantees and review of the economic impacts associated with the business investment growth and additional economic growth factors to substantiate the request. The item was brought back for discussion before the CRA Board on November 16, 2022 and the Board was satisfied with the information received and approved the Grant Agreement and associated Guaranty at a vote of 5-1, with Board Member Taylor dissenting (letter from Board Member Taylor included in the packet).

Oceana Logistics International (i.e. Oceana Coffee) is an established business in Palm Beach County who received site plan approval by the Town to build their corporate roasting house facility, retail center, canning and commercial food (ghost) kitchens at 1301 10th Street. They have partnered with two additional entities, Kiss Kitchens LLC and Florida Canning Company LLC to carry out their vision and Oceana Coffee is a partner in all of the companies. The vision for the property remains unchanged and the intended operation remains an overall Small-Scale Food and Beverage use, even though internally certain components will be operated by distinct entities (of which Oceana is a partner in all the entities). Collectively, they are referred to as the Lake Park Group. The property ownership is CIDC Lake Park LLC and they are a party to the development order and to the agreement and guaranty presented this evening.

In light of the supply chain issues and significant and record breaking increases in material and labor costs, affecting projects nationwide, the project's originally anticipated construction cost of approximately \$7-8M could not be realized following grant approval in November 2022. Staff was advised of the need to pursue a site plan amendment for the redesign of the project in February 2023, with a site plan amendment submitted to the Town in mid-March 2023 (for which Staff expedited in order to properly align the items for this evening's agendas and ensure construction can move forward without any additional delays, since this would result in additional increases in construction costs and possibly halt the intended vision of the project).

The project as redesigned, has secured a not-to-exceed construction cost of \$7,524,930 (with some additional values associated with furnishings, bike racks, window treatments and other items as indicated in the enclosed contract, that are not included, but that will be added later). Still, having an executed, not-to-exceed dollar amount contract, ensures the project can remain in the \$8M range as originally anticipated.

While the proposed redesign was presented as part of a separate site plan amendment item before the Town Commission, this grant request refers and relies on the amended site plan approval pursuant to Resolution 29-04-23 (approved in the prior Commission meeting this evening). The following illustrates the amended design for the project:

AMENDED DESIGN RENDERINGS

Nighttime View (with lit coffee beans)



Daytime View



The ORIGINAL design was presented as follows:



From an economic development and redevelopment perspective, which is essentially the focus of the CRA and of the dollars spent in the CRA, the project retains a comparable value and will result in a redevelopment that will generate a similar tax value and a significant number of jobs, even if reduced. To recap, some of the proposed changes are, in part:

- ➔ a reduction in square footages and elimination of a standalone office on the north side by consolidating the office into the ground floor (i.e. reduction in impacts);
- ➔ a reconfiguration of the internal components on the floor plans; relocation of the outdoor/patio from the 3rd level to the 2nd level thereby reducing the overall building height as well from 40 feet to 36 feet;
- ➔ Following construction, the intent is to condo the building into its various components with distinct owners/operators for each of the components of the *Small Scale Food and Beverage Production* use, for which Oceana Coffee (i.e. Oceana Logistics International) is a partner in all of the components (Kiss Kitchens for the leasable commercial kitchens; Florida Canning for the canning; and Oceana for the retail/office/shipping).

Overall, Staff is pleased with the redesign since it appears the overall functionality of the project has been significantly improved, along with the street connectivity from the 2nd level outdoor area and ground floor plaza area.

Enclosed is a presentation from the Lake Park Group that includes additional details on their anticipated operation and partnership (along with the revised economic profile details that are important to this request). A detailed presentation to the CRA Board will be provided by the Lake Park Group as part of this revised request.

The First Amendment to the CRA Redevelopment Grant is proposing to retain the grant to the Lake Park Group at \$200,000 per year, for a period of five years (total of \$1M, with the first \$200K

already paid in December 2022) to assist with construction costs and ensure the project is able to adhere to their amended development order.

One of the CRA Master Plan's Redevelopment Goals and Initiatives is to support small businesses so as to promote their growth and have them establish Lake Park as a hub for entrepreneurship. The Plan encourages the provision of economic incentives to further the CRA's redevelopment goals. This project will serve as a catalyst redevelopment project and as such, is consistent with the CRA Master Plan.

Recommended Motion: I move to APPROVE Resolution __-04-23.

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE CHAIRMAN TO SIGN A FIRST AMENDMENT TO THE GRANT AGREEMENT WITH OCEANA LOGISTICS INTERNATIONAL, INC., KISS KITCHENS LLC, AND FLORIDA CANNING COMPANY LLC, COLLECTIVELY REFERRED TO AS THE LAKE PARK GROUP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the CRA has such powers and authority as have been conferred upon it by Chapter 163, Part III, of the Florida Statutes; and

WHEREAS, the CRA has the authority pursuant to Chapter 163, Part III, Fla. Stat., to provide financial incentives in the form of grants to property owners within the CRA provided the property owner is redeveloping its property and increasing its valuation; and
1301

WHEREAS, the property having an address of ~~4304~~1 10th Street, Lake Park, Florida (the Property) is currently owned by CIDC; and

WHEREAS, CIDC and the corporate representatives and individuals who are associated with the Lake Park Group has represented to the CRA that they intend to create a condominium for the Property and convey certain right, title and interests in the Property to Oceana, Kiss Kitchens, and Florida Canning Company (hereinafter collectively as the "Lake Park Group"); and

WHEREAS, based upon the representations of the corporate representatives and individuals of the Lake Park Group, the CRA agreed to provide a redevelopment grant in the amount of One Million Dollars \$1,000,000.00 (the Grant) to be used for a redevelopment project ("the Project") which had previously been approved pursuant to Resolution 82-12-21 (the Development Order) for the Property; and

WHEREAS, the Grant required and was contingent upon the Lake Park Group's compliance with the terms of the Development Order regarding, among other things, obtaining a building permit from the Town and initiating construction of the Project on the Property within a specific timeframe; and

WHEREAS, the Lake Park Group did not comply with the terms of the Development Order, and thus the Grant; and

WHEREAS, the Lake Park Group has requested that the CRA amend the Development Order and Grant which would allow the Lake Park Group to modify certain design and development standards associated with the Project ; and

WHEREAS, CIDC Lake Park LLC submitted an application to amend the site plan previously approved by the Town Commission pursuant to the Development Order; and

WHEREAS, the Town Commission approved Resolution 29-04-23 amending Resolution 82-12-21 (the Amended Development Order); and

WHEREAS, a copy of the Amended Development Order is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the receipt of the Grant is expressly conditioned upon CIDC complying with its representations to the CRA to create a condominium and to comply with the terms of the Amended Development Order; and the corporate entities of the Lake Park Group, complying with the terms of the Amended Development Order; and

WHEREAS, the CIDC and the corporate entities of the Lake Park Group agree, jointly and severally to comply with all of the obligations of the Grant, this Agreement, and the terms of Amended Development Order; and

WHEREAS, the CRA's Executive Director has recommended that the CRA's Board of Commissioners ("the Commission") continue to provide the Grant in the amount of \$1,000,000 to the CIDC and the Lake Park Group in furtherance of the redevelopment of the Property in accordance with the Amended Development Order; and

WHEREAS, the CRA finds that the Grant of \$1,000,000 is necessary for the Project to be developed in accordance with the Amended Development Order; and

WHEREAS, the CRA finds that the award of a Grant in the amount of \$1,000,000 is necessary and appropriate to facilitate the development of the Project and increase the valuation of the Property; and

WHEREAS, the CRA finds that the development of the Project would serve as the revitalization anchor of the 10th Street area of the CRA; and

WHEREAS, the CRA is willing to make the Grant of \$1,000,000 to the Lake Park Group in reliance upon the representations made to it by CIDC and the corporate and individual representatives of the Lake Park Group and based upon the terms set forth in the Amended Development Order, and this Agreement; and

WHEREAS, the Grant is contingent on the terms of this Agreement and the Lake Park Group's redevelopment of the Project of the Property in accordance with the Amended Development Order.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Commission hereby directs and authorizes the Chairman of the Commission to execute the Redevelopment Grant Agreement with the Lake Park Group, a copy of which is attached hereto and made a part hereof.

FIRST AMENDMENT TO THE REDEVELOPMENT GRANT AGREEMENT

THIS FIRST AMENDMENT TO THE REDEVELOPMENT GRANT AGREEMENT (hereinafter ("the Agreement")) is made this ___ day of April, 2023, by and between the Town of Lake Park Community Redevelopment Agency ("CRA"), having an address at 535 Park Avenue, Lake Park, Florida 33403, and CIDC Lake Park LLC (CIDC), having an address of 15375 Blue Fish Circle, Lakewood Ranch, FL 34202, Oceana Logistics International, Inc. ("Oceana") having an address at 221 Old Dixie Hwy, Suite 1, Tequesta, FL 33469, Kiss Kitchens LLC, having an address at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202 ("Kiss Kitchens"), and, Florida Canning Company, LLC, having an address at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202 ("Florida Canning Company")

RECITALS

WHEREAS, the CRA has such powers and authority as have been conferred upon it by Chapter 163, Part III, of the Florida Statutes; and

WHEREAS, the CRA has the authority pursuant to Chapter 163, Part III, Fla. Stat., to provide financial incentives in the form of grants to property owners within the CRA provided the property owner is redeveloping its property and increasing its valuation; and

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WHEREAS, the property having an address of ~~43011~~ 10th Street, Lake Park, Florida (the Property) is currently owned by CIDC; and

WHEREAS, CIDC and the corporate representatives and individuals who are associated with the Lake Park Group has represented to the CRA that they intend to create a condominium for the Property and convey certain right, title and interests in the Property to Oceana, Kiss Kitchens, and Florida Canning Company (hereinafter collectively as the "Lake Park Group"); and

WHEREAS, based upon the representations of the corporate representatives and individuals of the Lake Park Group, the CRA agreed to provide a redevelopment grant in the amount of One Million Dollars \$1,000,000.00 (the Grant) to be used for a redevelopment project ("the Project") which had previously been approved pursuant to Resolution 82-12-21 (the Development Order) for the Property; and

WHEREAS, the Grant required and was contingent upon the Lake Park Group's compliance with the terms of the Development Order regarding, among other things, obtaining a building permit from the Town and initiating construction of the Project on the Property within a specific timeframe; and

WHEREAS, the Lake Park Group did not comply with the terms of the Development Order, and thus the Grant; and

WHEREAS, the Lake Park Group has requested that the CRA amend the Development Order and Grant which would allow the Lake Park Group to modify certain design and development standards associated with the Project ; and

WHEREAS, CIDC Lake Park LLC submitted an application to amend the site plan previously approved by the Town Commission pursuant to the Development Order; and

WHEREAS, the Town Commission approved Resolution 29-04-23 amending Resolution 82-12-21 (the Amended Development Order); and

WHEREAS, a copy of the Amended Development Order is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the receipt of the Grant is expressly conditioned upon CIDC complying with its representations to the CRA to create a condominium and to comply with the terms of the Amended Development Order; and the corporate entities of the Lake Park Group, complying with the terms of the Amended Development Order; and

WHEREAS, the CIDC and the corporate entities of the Lake Park Group agree, jointly and severally to comply with all of the obligations of the Grant, this Agreement, and the terms of Amended Development Order; and

WHEREAS, the CRA's Executive Director has recommended that the CRA's Board of Commissioners ("the Commission") continue to provide the Grant in the amount of \$1,000,000 to the CIDC and the Lake Park Group in furtherance of the redevelopment of the Property in accordance with the Amended Development Order; and

WHEREAS, the CRA finds that the Grant of \$1,000,000 is necessary for the Project to be developed in accordance with the Amended Development Order; and

WHEREAS, the CRA finds that the award of a Grant in the amount of \$1,000,000 is necessary and appropriate to facilitate the development of the Project and increase the valuation of the Property; and

WHEREAS, the CRA finds that the development of the Project would serve as the revitalization anchor of the 10th Street area of the CRA; and

WHEREAS, the CRA is willing to make the Grant of \$1,000,000 to the Lake Park Group in reliance upon the representations made to it by CIDC and the corporate and individual representatives of the Lake Park Group and based upon the terms set forth in the Amended Development Order, and this Agreement; and

WHEREAS, the Grant is contingent on the terms of this Agreement and the Lake Park Group's redevelopment of the Project of the Property in accordance with the Amended Development Order.

NOW THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The recitals above are incorporated herein.

2. Grant. The Town of Lake Park Community Redevelopment Agency (the "CRA") agrees to provide the Lake Park Group with a Grant in the amount of One Million Dollars (\$1,000,000.00) payable in equal increments of Two Hundred Thousand Dollars (\$200,000.00) on or before December 31 of each of the next five (5) consecutive years following the execution of this Agreement, with the parties acknowledging and confirming that the initial payment which has already been paid shall be the first installment paid retroactively as of December 31, 2022, and the final increment to be paid on or before December 31, 2026. The Grant is contingent upon the individuals and corporate representatives of the CIDC and the Lake Park Group and their compliance with all of the terms of this Agreement and the development of the Project on the Property in accordance with the Amended Development Order.

3. Construction Cost and Condition Precedent. Enclosed as Exhibit "B" is a copy of the executed construction contract for the Project that demonstrating that construction of the Project is projected to cost in excess of \$6,000,000.00, assuming it is constructed in accordance with the Amended Development Order.

4. Initiation of Construction and Completion. The completion of the Project shall be in compliance with the amendment to the Amended Development Order. Construction must commence by the receipt of a building permit and the initiation and continuous actual construction on the Property within 18 months of the execution of Resolution 82-12-21, or no later than June 15, 2023. A final certificate of completion or occupancy for the Project must be achieved within 18 months of when construction is initiated, or no later than December 15, 2024. Notwithstanding the foregoing, the Lake Park Group shall not be held liable or responsible for a delay in the completion of the Project if it is demonstrated to the reasonable satisfaction of the CRA that such delay is the result of a force majeure as defined in paragraph 20.

5. Use of Funds. The funds from the Grant shall be used by the CIDC and the Lake Park Group, or their successors and assigns, provided any successor or assign has been approved in accordance with paragraph 13 and the approved successor developer of the Project remains in compliance with this Agreement and the Amended Development Order for the Property.

6. Entitlement To Grant Funds Contingent Upon Initiation and Completion of Construction. In order to be entitled to retain the initial Two Hundred Thousand Dollar (\$200,000.00) installment of the Grant that has already been paid, and any installment thereafter, the Lake Park Group shall initiate construction and shall complete construction in accordance with paragraph 4 (except for events of force majeure as defined in paragraph 20 below). The failure to initiate, continue, or complete construction of the Project on or before the dates set forth in paragraph 4 shall constitute a breach of the Agreement and shall immediately render the CRA's obligations to provide any further installments null and void. Furthermore, the CIDC and the corporate entities which comprise Lake Park Group agrees to return to the CRA any funds provided to it that have not already been deployed into the Project in the event it does not comply with these dates.

7. Subordination. The CRA acknowledges that after the execution of this Grant, the Lake Park Group may obtain loans pertaining to the construction of the Project and that the Grant shall be subordinate to the said loans.

8. Term of Operation. The terms of this Agreement shall be for 10 years. In order to be excused from the repayment of the funds from the Grant the businesses known as Oceana Coffee, Kiss Kitchens and Florida Canning Company, and any affiliated companies, or approved successors and assigns shall continuously operate their respective businesses from the date of the execution of this Agreement for 10 consecutive years, or until April 1, 2033. It shall be a breach of this Agreement, if, at any time during the 10 years, the entities comprising the Lake Park Group cease operating one or more of the three business(es) on the Property. In such case, the funds provided to the Lake Park Group pursuant to the Grant shall be returned to the CRA upon the CRA's written notice.

9. Sale or Transfer of the Lake Park Group Businesses/Properties. Should any or all of the entities comprising the Lake Park Group, elect to sell or transfer its or their condominium or business ownership interests in the Property to any third party during the Term, it or they shall obtain the written consent of the CRA for the sale or transfer. The CRA's consent shall not be unreasonably withheld, provided the businesses continue to be operated consistent with the Amended Development Order and this Agreement. The Lake Park Group shall provide the CRA with any written request of its intention to sell or transfer any property interest in the Property and/or any of the three businesses at least 90 days in advance of the proposed sale or transfer of its or their ownership interest in the Property, or the businesses. If the CRA approves of the sale or transfer of an interest in the Property and/or any of the businesses located on the Property during the term, the successors or assigns to the property interest in the Property, or a business shall become responsible for compliance with the terms of this Agreement. Notwithstanding the foregoing and supplementing such terms, it shall be unreasonable for the CRA to not grant its permission provided such sale or transfer is to a third party who uses its interest in the Property for the same use and purpose and can demonstrate that it is employing the same number of employees from within the corporate limits of the Town of Lake Park as the companies which comprise the Lake Park Group.

10. Lien. This Agreement shall be recorded in the property records of Palm Beach County and shall replace the original Agreement and shall constitute a lien against the Property, enforceable by foreclosure or for an action for a money judgement.

11. Guarantees. As part of the execution of the original Grant Agreement, the President and the AMBRs of the CDIC and corporate entities comprising the Lake Park Group provided the CRA with personal and corporate guarantees as collateral for the performance of the obligations under the original Grant Agreement. These originally executed Guarantees are attached hereto and incorporated herein as Exhibit "D" and shall serve as the personal and corporate guarantees for this Agreement. In the event the Lake Park Group is in breach of any of the terms of the Amended Development Order or this Agreement the CRA shall be entitled to recover any of the incremental grant proceeds already paid from the individuals who have executed guarantees personal on behalf of themselves personally and as the President and AMBRs for the corporate entities on whose behalf they have executed the attached Guarantees. The CRA shall also be entitled to pursue any and all remedies, including damages against any of the corporate entities and their President, or AMBRs, jointly and severely.

12. Recovery of Grant funds. In addition to the remedies and guarantees in paragraph 11, the CRA may also be entitled to recover the funds from the Grant paid during

the Term in the event the Lake Park Group is not developing or has not completed the Project in accordance with the Amended Development Order.

13. Assignment Subject To CRA's Advanced Written Approval. This Agreement may only be assigned with the written approval of the CRA. Any other purported assignment shall be null and void.

14. Amendment. This Agreement shall not be revised, changed or amended except by a written amendment executed by both parties.

15. Governing Law/Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to choice of law rules. Venue shall be in the federal or state courts located in Palm Beach County, Florida.

16. Counterparts. This Agreement may be executed in duplicate counterparts or electronically by DocuSign or other recognized software program which when compiled and taken together shall constitute a single original instrument.

17. Severability. Any provision of this Agreement which is deemed by a court of competent jurisdiction shall, as to such jurisdiction, be ineffective shall be reworked and revised only to the extent of such prohibition or unenforceability and without invalidating the remainder of such provision or the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

18. Indemnification. Each party hereto hereby agrees to indemnify and hold the other harmless and their elected or appointed officers, employees, agents, and consultants from and against any and all liability, expense, or damage of any kind or nature and from any suits or claims, including reasonable legal fees and expenses, on account of any matter, whether in suit or not, arising out of this Agreement. This provision is not intended to, nor does it waive the CRA's rights of sovereign immunity pursuant to Fla. Stat. § 768.28.

19. Attorney Fees. In the event either party is required to enforce the terms of this Agreement, the prevailing party, following a full adjudication on the merits and the waiving or exhaustion of all appeals, shall be entitled to the reimbursement of its attorney fees.

20. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the Lake Park Group provides written documentation that the delay is caused by force majeure, defined as Acts of God, a pandemic, supply chain for construction materials, labor strikes, riots, or wars.

21. Successors and Assigns. This Agreement and the terms herein shall inure to the benefit of and be legally binding upon the parties and their respective successors and assigns.

22. Notices. All notices between the parties shall be in writing and be made by certified mail, return receipt requested or by hand delivery at the following addresses:

Community Redevelopment Agency:

Attn: Executive Director
535 Park Avenue
Lake Park, FL 33403

CIDC Lake Park, LLC

Attn: Frances M. Brandt
15375 Blue Fish Circle
Lakewood Ranch, FL 34202

Oceana Logistics International, Inc.

Attn: Amy Angelo
221 Old Dixie Hwy, Suite 1
Tequesta, FL 33469

Kiss Kitchens LLC

c/o Richard Kooris
15375 Blue Fish Circle
Lakewood Ranch, FL 34202

Florida Canning Company LLC

c/o Charles Schorr Lesnick
15375 Blue Fish Circle
Lakewood Ranch, FL 34202

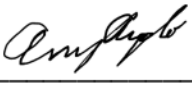
The parties hereto have duly executed this First Amendment to the Agreement on the day and year first above written.

[BALANCE OF PAGE LEFT INTENTIONALLY BLANK - SIGNATURES TO FOLLOW]

TOWN OF LAKE PARK CRA

By: _____
 Roger Michaud, Chairman

OCEANA LOGISTICS INTERNATIONAL, INC.

By: 
 Amy Angelo, President


KISS KITCHENS LLC

By: 
 Richard Kooris, AMBR

FLORIDA CANNING COMPANY, LLC

By: 
 Charles Schorr Lesnick, AMBR

CIDC Lake Park, LLC

By: 
 Frances M. Brandt, AMBR

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Title	Amended Grant Agreement.pdf
File name	Amended%20Grant%20Agreement.pdf
Document ID	5c97e55262dd2177fa45765f7450b9352d8f468e
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from app.clio.com

Document History



SENT

04 / 04 / 2023

21:19:16 UTC

Sent for signature to Richard Kooris (rkooris@501studios.com), Chuck Lesnick (chuck.schorr.lesnick@gmail.com), Amy Angelo (amy.angelo@oceanacoffee.com) and Frances M. Brandt (cidc_mal@live.com) from nkilcoyne@mdw.law
IP: 94.8.45.173



VIEWED

04 / 04 / 2023

21:50:23 UTC

Viewed by Frances M. Brandt (cidc_mal@live.com)
IP: 47.205.38.207



VIEWED

04 / 04 / 2023

22:09:43 UTC

Viewed by Amy Angelo (amy.angelo@oceanacoffee.com)
IP: 98.249.177.207



SIGNED

04 / 04 / 2023

22:10:01 UTC

Signed by Amy Angelo (amy.angelo@oceanacoffee.com)
IP: 98.249.177.207

Title	Amended Grant Agreement.pdf
File name	Amended%20Grant%20Agreement.pdf
Document ID	5c97e55262dd2177fa45765f7450b9352d8f468e
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from app.clio.com

Document History



04 / 04 / 2023
22:17:18 UTC

Signed by Frances M. Brandt (cidc_mal@live.com)
IP: 47.205.38.207



04 / 04 / 2023
22:19:51 UTC

Viewed by Richard Kooris (rkooris@501studios.com)
IP: 166.196.68.119



04 / 04 / 2023
22:20:14 UTC

Signed by Richard Kooris (rkooris@501studios.com)
IP: 166.196.68.119



04 / 11 / 2023
15:57:29 UTC

Viewed by Chuck Lesnick (chuck.schorr.lesnick@gmail.com)
IP: 69.118.109.74



04 / 11 / 2023
15:57:50 UTC

Signed by Chuck Lesnick (chuck.schorr.lesnick@gmail.com)
IP: 69.118.109.74



04 / 11 / 2023
15:57:50 UTC

The document has been completed.

UNCONDITIONAL GUARANTY OF REPAYMENT AND PERFORMANCE

THIS GUARANTY is made as of the ____ day of April, 2023, by CIDC LAKE PARK LLC, a Florida limited liability company ("**CIDC**") having an address at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202, FLORIDA CANNING COMPANY, LLC, a Florida limited liability company ("**Florida Canning Company**"), having an address at 11259 Edgewater Circle, Wellington, FL 33414, CHARLES SCHORR LESNICK, having an address at 11259 Edgewater Circle, Wellington, FL 33414, KISS KITCHENS LLC, a Florida limited liability company ("**Kiss Kitchens**"), having an address at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202, RICHARD KOORIS, having an address at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202, LEONARD SCHWARTZ, having an address at 944 Warren Parkway, Teaneck, NJ 07666, OCEANA LOGISTICS INTERNATIONAL INC., a Florida corporation ("**Oceana**"), having an address at 221 Old Dixie Hwy., Suite 1, Tequesta, FL 33469, and AMY ANGELO, having an address at 221 Old Dixie Hwy., Suite 1, Tequesta, FL 33469 (collectively, "**Guarantors**").

WITNESSETH:

A. Oceana, Kiss Kitchens, and Florida Canning Company (collectively, "**Grantees**") sought a redevelopment grant ("**Grant**") from the Town of Lake Park Community Redevelopment Agency ("**Grantor**") in the amount of \$1,000,000.00 to be used for a redevelopment project ("**Project**") for the property located at 1301 10th Street, Lake Park, Florida.

B. Grantor and Grantees entered into that certain First Amendment to the Redevelopment Grant Agreement dated April __, 2023 (the "**Grant Agreement**") in which Grantor agrees to provide the Grant to Grantees subject to the terms and conditions of the Grant Agreement. The receipt of the Grant is expressly conditioned upon Grantees jointly and severally remaining in compliance with all of the obligations that are required for the Project pursuant to the Grant Agreement and the Development Order (the Grant Agreement and the Development Order are collectively referred to herein as the "**Grant Documents**").

C. Grantor has agreed to make the Grant available to Grantees in consideration, among other things, of the covenants and obligations made and assumed by Guarantors as herein set forth.

D. Guarantors will benefit directly from the making of the Grant to Grantees.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound hereby, Guarantors irrevocably and unconditionally agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Grant Agreement.

2. Guarantors hereby guarantee the prompt and full payment and performance by Grantees of each item, covenant, condition, provision and obligation to be paid, kept, observed and performed by Grantees under the Grant Documents, and any subsequent amendments, extensions or restatements thereof (the "**Repayment Guaranty**").

3. Grantor hereby agrees to provide Guarantors with Sixty (60) days' written notice (the "**Written Notice**") of any default made by the Grantees under the provisions of the Grant

Documents. Provided Guarantors are provided Written Notice, Guarantors waive any rights by reason of any forbearance, modification, waiver, or renewal or extension which Grantor may grant, or to which Grantor and Grantees may agree, with respect to the Grant Documents, waive notice of acceptance of this Guaranty..

4. The obligations of Guarantors under this Agreement are primary, absolute, independent, irrevocable and unconditional. This shall be an agreement of suretyship as well as of guaranty and provided Guarantors are provided Written Notice of a default and the opportunity to Cure, shall be operational by Grantees without being required to proceed first against Grantees or any other person or entity, or against any other security for Grantees' obligations to Grantor, Grantor may proceed directly against Guarantors.

5. The obligations of Guarantors under this Agreement shall be unconditional and irrevocable, irrespective of either (a) the genuineness, validity or enforceability, of the Grant Documents, (b) any limitation of liability of the Grantees contained in the Grant Documents, (c) the existence of any security given to secure the Grant, (d) any defense that may arise by reason of the incapacity or lack of authority of Grantees or any Guarantors or the failure of Grantor to file or enforce a claim against the estate of Grantees or any Guarantors in any bankruptcy or other proceeding, or (e) any other circumstances, occurrence or condition whether similar or dissimilar to any of the foregoing, which might otherwise constitute a legal or equitable defense, discharge or release of a Guarantor or surety.

6. If Guarantors shall advance any sums to Grantees or their successors or assigns, or if the Grantees or their successors or assigns shall now be or hereafter become indebted to Guarantors, such sums or indebtedness shall be subordinate in payment and in all other respects to the amounts then or thereafter due and owing to Grantor under the Grant Documents. If Guarantors collect any of such sums or indebtedness from Grantees at any time when either Grantees are in default under the Grant Documents, such collected funds shall be deemed collected and received by Guarantors in trust for Grantor, and shall be paid over to Grantor, upon demand by Grantor, for application, when received, on account of Grantees' obligations under the Grant Documents. Nothing herein contained shall be construed to give Guarantors any right of subrogation in and to the Grant Documents or all or any part of the Grantor's interest in the Grant Documents, until all amounts owing to Grantor have been paid in full.

7. Guarantors represent and warrant that (a) Guarantors have either examined the Grant Documents or have had an opportunity to examine the Grant Documents and have waived the right to examine them; (b) that Guarantors have the full power, authority and legal right to enter into, execute and deliver this Agreement; (c) that this Agreement is a valid and a binding legal obligation of Guarantors, and is fully enforceable against Guarantors in accordance with its terms; (d) that the execution, delivery and performance by Guarantors of this Agreement will not violate or constitute a default under any indenture, note, loan or credit agreement or any other agreement or instrument to which Guarantors are a party or are bound; (e) Guarantors will derive direct, substantial benefit from the Grant to Grantees; and (f) if Guarantors or Grantees have delivered to Grantor financial statements of Guarantors, there has been no material adverse change in the financial condition of Guarantors from the financial condition of Guarantors shown on such financial statement delivered to Grantor.

8. All notices between the parties shall be in writing and be made by certified mail, return receipt requested or by hand delivery at the following addresses:

Town of Lake Park
Community Redevelopment Agency

Attn: Executive Director
535 Park Avenue
Lake Park, FL 33403

CIDC Lake Park LLC
Attn: Frances M. Brandt
15375 Blue Fish Circle
Lakewood Ranch, FL 34202

Oceana Logistics International, Inc.
Attn: Amy Angelo
221 Old Dixie Hwy, Suite 1
Tequesta, FL 33469

Florida Canning Company, LLC
c/o Charles Schorr Lesnick
11259 Edgewater Circle
Wellington, FL 33414

Kiss Kitchens LLC
c/o Richard Kooris
15375 Blue Fish Circle
Lakewood Ranch, FL 34202

Amy Angelo
221 Old Dixie Hwy., Suite 1
Tequesta, FL 33469

Charles Schorr Lesnick
11259 Edgewater Circle
Wellington, FL 33414

Richard Kooris
15375 Blue Fish Circle
Lakewood Ranch, FL 34202

Leonard Schwartz
944 Warren Parkway
Teaneck, NJ 07666

Cabot J. Marks, Esq.
MarksDiPalermo PLLC
New York, NY 10022

9. All rights and remedies of Grantor under this Agreement, the Grant Documents, or by law are separate and cumulative, and the exercise of one shall not limit or prejudice the exercise of any other such rights or remedies. The enumeration in this Agreement of any waivers or consents by Guarantors shall not be deemed exclusive of any additional waivers or consents by Guarantors which may be deemed to exist, in law or equity. No delay or omission by Grantor in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment of this Agreement shall be deemed made by Grantor unless in writing and duly signed by Grantor. Any such written waiver shall apply

only to the instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of Grantor, and no single or partial exercise of any right or remedy under this Agreement shall preclude any other or further exercise thereof or any other right or remedy.

10. If Grantor employs counsel to enforce this Agreement by suit or otherwise, Guarantors will reimburse Grantor, upon demand, for all expenses incurred in connection therewith (including, without limitation, reasonable attorneys, fees incurred at trial, on appeal or in connection with any bankruptcy proceedings) whether suit is actually instituted.

11. This Agreement shall be binding upon Guarantors, and Guarantors' heirs, administrators, executors, successors and assigns, and shall inure to the benefit of Grantor (and its affiliates as appropriate) and its successors and assigns.

12. The obligations and liabilities of Guarantors hereunder are and shall be joint and several and are and shall be joint and several with the obligations and liabilities of Grantees and any other guarantors of obligations arising under the Grant Agreement. For purposes of this instrument the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine and feminine, as the context may require.

13. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect and shall be liberally construed in favor of Grantor in order to affect the provisions of this Guaranty.

14. This Agreement may be signed in several counterparts all of which counterparts when taken together will constitute this Agreement. Each such counterpart shall be valid and enforceable against the party and/or parties by whom it is signed.

15. Guarantors agree that this Agreement shall be governed by and construed according to the laws of the State of Florida regardless of where the residence or domicile of Guarantors are now or may hereafter be located.

16. Guarantors and Grantor hereby waive any and all rights to a trial by jury in any action, proceeding, counterclaim or subsequent proceeding, brought by either Grantor, Grantees or any Guarantors of any obligation created under the Grant, the Grant Documents or any of the other documents executed and delivered in connection therewith against any or all of the others on any matters whatsoever arising out of, or in any way related to the Grant, the Grant Documents, any of the other documents executed and delivered in connection therewith.

IN WITNESS WHEREOF, Guarantors have executed and sealed this Agreement the day and year first above written.

[SIGNATURES ON FOLLOWING PAGES]

Signed, Sealed and Delivered
in the Presence of:

CIDC LAKE PARK LLC,
a Florida limited liability company

Signed, Sealed and Delivered
in the Presence of:

Daniel Rady
Print Name: DANIEL RADY

CIDC LAKE PARK LLC,
a Florida limited liability company

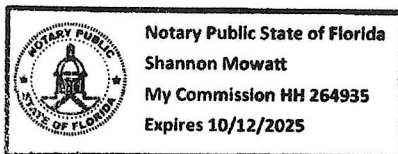
Frances M. Brandt
By: Frances M. Brandt
Its: Authorized Member

Shannon Mowatt
Print Name: SHANNON MOWATT

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this 4TH day of APRIL, 2023,
by Frances M. Brandt, Authorized Member of CIDC Lake Park LLC, a Florida limited liability
company, who is ☐ personally known to me or who ☒ produced
FLORIDA DL as identification.

(NOTARY SEAL)



Shannon Mowatt
Notary Public
Print Name: SHANNON MOWATT

My commission expires: 10.12.2025

Signed, Sealed and Delivered
in the Presence of:

ANDUELA KOROVESHI
Print Name: _____

LEONARD SCHWARTZ

Print Name: _____

STATE OF New Jersey
COUNTY OF Bergen

The foregoing instrument was acknowledged before me this 4th day of April, 2023,
by LEONARD SCHWARTZ, who is ☐ personally known to me or who ☒ produced
NJ Driver's License as identification.

(NOTARY SEAL)

Anduela Koroveshi
Notary Public
Print Name: Anduela Koroveshi

My commission expires: 2/16/27

ANDUELA KOROVESHI
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 02/16/2027

Signed, Sealed and Delivered
in the Presence of:

Print Name: CHMS SILMAN

Print Name: Alex B. Hentz

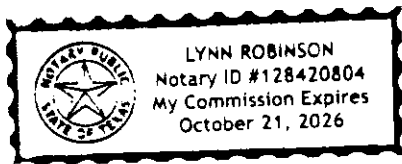
KISS KITCHENS LLC,
a Florida Limited Liability company

By: Richard Kooris
Its: Authorized Member

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this 10TH day of APRIL, 2023,
by Richard Kooris, Authorized Member of Kiss Kitchens, LLC, a Florida limited liability company,
who is ☒ personally known to me or who ☐ produced
as identification.


(NOTARY SEAL)




Lynn Robinson
Notary Public
Print Name: LYNN ROBINSON

My commission expires: 10.21.2026

Signed, Sealed and Delivered
in the Presence of:



Print Name: CHRIS SILMAN



Print Name: Alex Bellentini

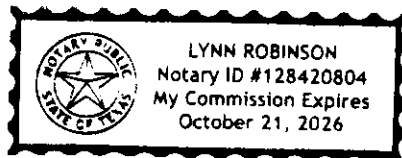



RICHARD KOORIS

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this 10TH day of APRIL, 2023,
by RICHARD KOORIS, who is ☒ personally known to me or who ☐ produced
_____ as identification.

(NOTARY SEAL)





Notary Public

Print Name: LYNN ROBINSON

My commission expires: 10.21.2026

Signed, Sealed and Delivered
in the Presence of:

Mary E Schmidt
Print Name: Mary Schmidt

M. Gillespie
Print Name: M. Gillespie
(Michelle)

Charles
CHARLES SCHORR LESNICK

STATE OF New York
COUNTY OF Westchester

The foregoing instrument was acknowledged before me this 3 day of April, 2023,
by CHARLES SCHORR LESNICK, who is ☒ personally known to me or who ☐ produced
as identification.

(NOTARY SEAL)

Christine A Peters
Notary Public
Print Name: Christine A. Peters

My commission expires:

Christine A Peters
Notary Public, State of New York
Reg. No. 01PE6376772
Qualified in Westchester County
Commission Expires 07/25/2026

Signed, Sealed and Delivered
in the Presence of:

Mary E. Schmidt
Print Name: Mary Schmidt

M. Gillespie
Print Name: M. Gillespie
(Michelle)

STATE OF New York
COUNTY OF Westchester

The foregoing instrument was acknowledged before me this 3 day of April, 2023,
by Charles Schorr Lesnick, Authorized Member of Florida Canning Company, LLC, a Florida
limited liability company, who is ☒ personally known to me or who ☐ produced
as identification.

(NOTARY SEAL)

Christine A. Peters
Notary Public
Print Name: Christine A. Peters

My commission expires:

Christine A Peters
Notary Public, State of New York
Reg. No. 01PE6376772
Qualified in Westchester County
Commission Expires 07/25/2026

Signed, Sealed and Delivered
in the Presence of:

Chantal Samlaj
Print Name: Chantal Samlaj

Brigitte Roker
Print Name: Brigitte Roker

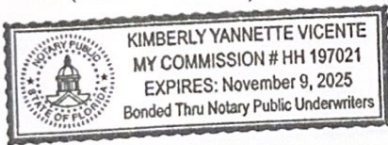
OCEANA LOGISTICS INTERNATIONAL,
INC., a Florida corporation

Amy Angelo
By: Amy Angelo
Its: President

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 4 day of April, 2023,
by Amy Angelo, President of Oceana Logistics International, Inc., a Florida corporation, who is
☐ personally known to me or who ☒ produced
FI 02 as identification.

(NOTARY SEAL)



Kimberly Vicente
Notary Public
Print Name: Kimberly Vicente

My commission expires:

Signed, Sealed and Delivered
in the Presence of:

Charlita Samboi
Print Name: Charlita Samboi

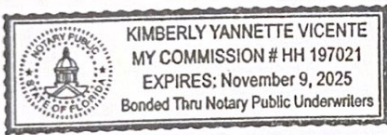
Engitte Roker
Print Name: Engitte Roker

AMY ANGELO
AMY ANGELO

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 4 day of April, 2023,
by AMY ANGELO, who is ☒ personally known to me or who ☒ produced
FI DL as identification.

(NOTARY SEAL)



/Users/nkilcoyne-md/Desktop/2761657.DOC

Kimberly Vicente
Notary Public
Print Name: Kimberly Vicente

My commission expires:



Good evening, thank you for inviting us back to discuss our new and improved project at 1301 10th st.

NEW DEVELOPMENTS

- Overview, What's happening at 1301 10th street?
- Challenges
- Solution
- Results:
 - Property value increase-site improvement
 - Positive impact to local tax base- Sales & Property
 - Jobs | Careers | Businesses scaled for long term
- Positive impact to the community of Lake Park



We will go over in detail what has happened over the last few months and beyond and discuss some of the challenges we have faced to get to the beautiful solution that we have today that was recently approved by the planning and zoning committee. Please feel free to ask questions throughout the presentation as needed.

HOW DID WE GET HERE

Challenges

Multiple events in the last 3 years have led to a volatile market and costly time for new construction. In the 16 months since our site plan was initially approved, the budget has been a moving target because of global challenges.

Lengthy Process

Time is the worst enemy of a construction budget in today's market.

Supply Chain

Global pandemic, War in Ukraine, and changes in workforce, long lead time

Interest rates

Increased rates have resulted in increased prices across the board, resulting in increased costs to us.

There have been many events over the last 3 years that have resulted in this volatile economic climate that we now find ourselves in. The results of a global pandemic, depleted workforce, the war in Ukraine, multiple stimulus bills and rising inflation have all had a negative effect on the cost of construction material worldwide. Steel, lumber, copper, PVC piping, glass and specific components such as electrical panels and air handler units for Air conditioning systems have specifically impacted this project. Pricing overall has been the most significant factor.

○○○○

SOLUTION

- A reduction of square footage, design changes, and selection of building materials have brought the project back into scope.



Reduction of square footage and value engineering on decorative finishes and choice of building material have been key to bringing the budget back into scope.

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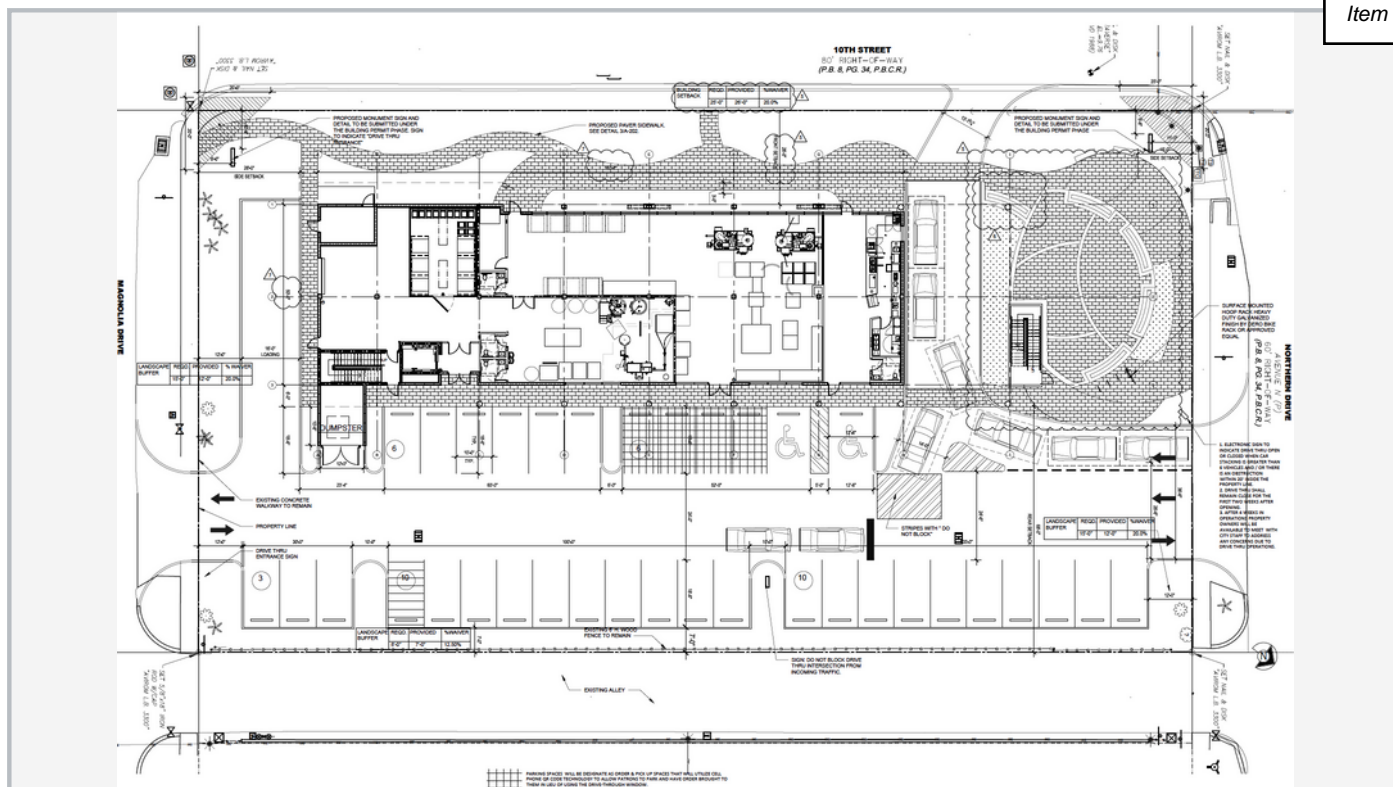
RESULTS

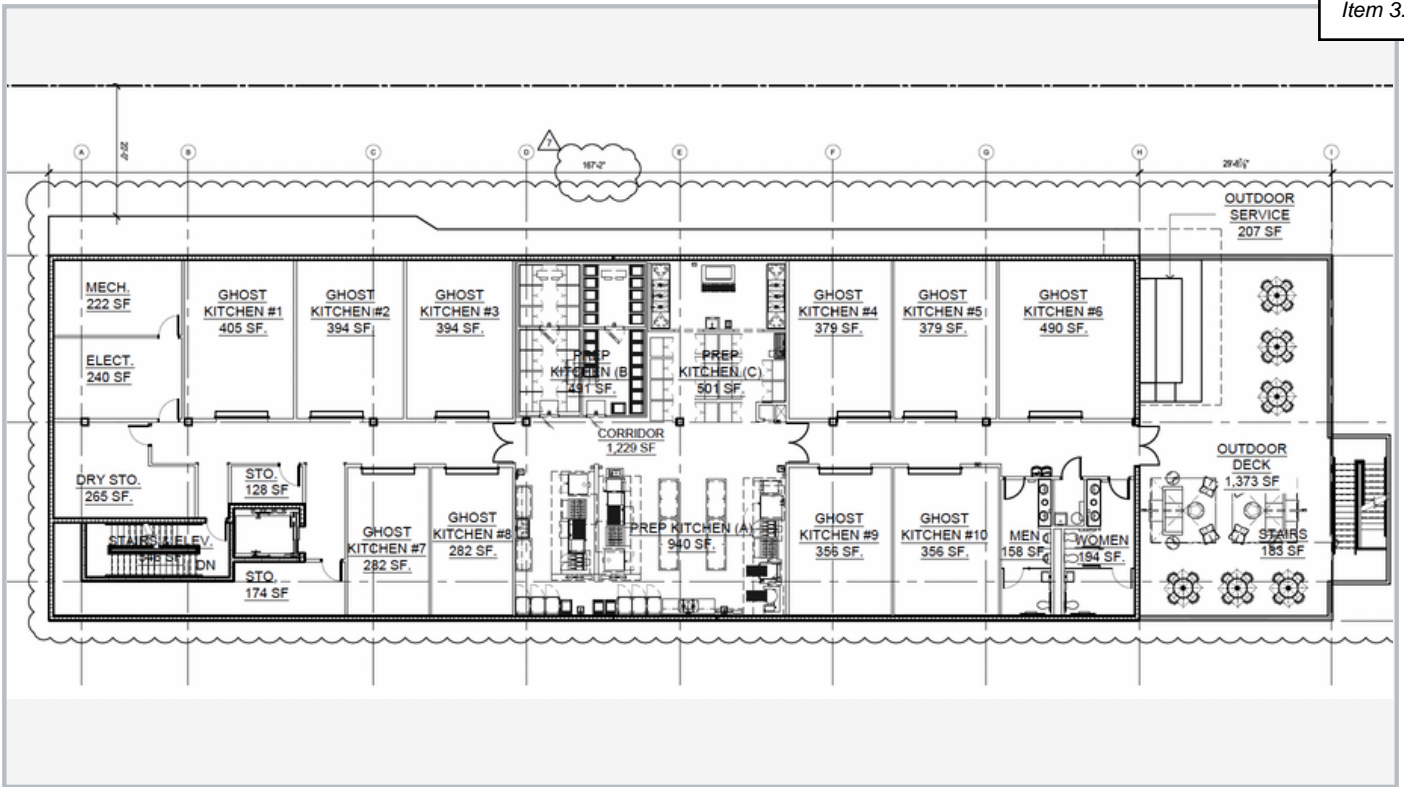
- This size reduction has not resulted in any change of use and will minimally affect the operations at the site.
- The outdoor event space has been relocated to a second floor deck which we believe will have a greater impact for the town.
- Outdoor space for green markets now available.



Better outdoor area and a greater community impact as the anchor building/project to anchor the revitalization of 10th Street in Lake Park. This beautiful building will serve as a beautiful reminder that small business is welcome in Lake Park, and this is where business can come to thrive and scale.







USE OF FUNDS

- Site development costs including:
- Architecture fees
- Engineering fees
- Preparation of site plan and construction documents

OWNER INVESTMENT IS OVER \$1.1 MILLION AT THIS POINT

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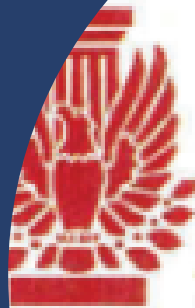
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Funds that have been dispersed to the Lake Park group this January have been utilized for site development costs....

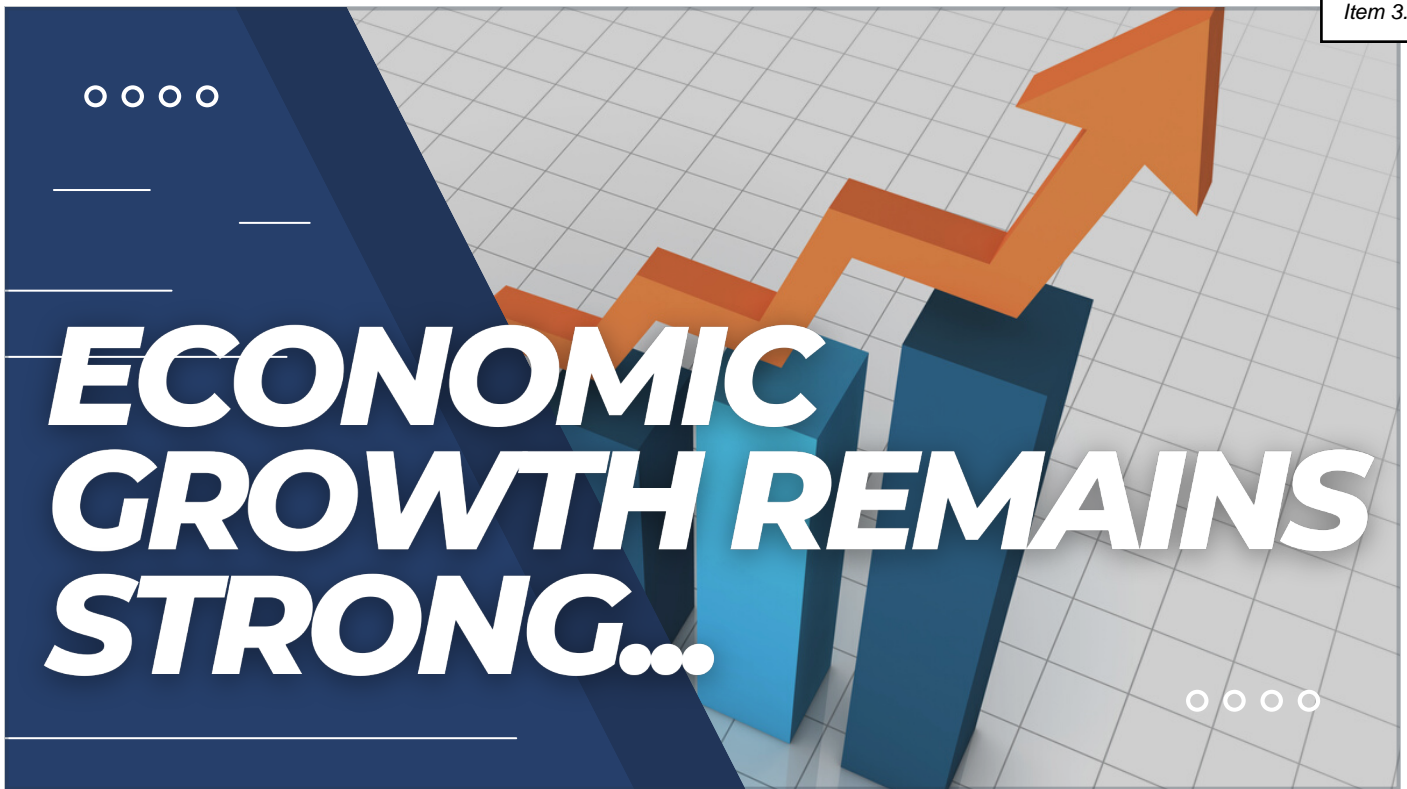
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UPDATED COSTS

- Our fully executed contract has been updated for a Guranteed Maximum price of \$7,524,930
- as of 3/29/2023



AIA



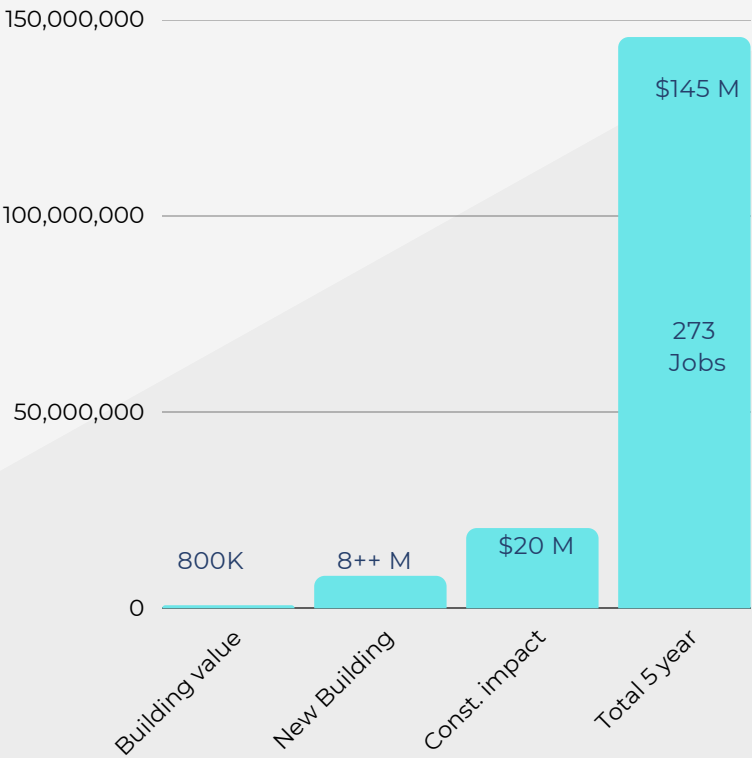
The jobs from construction have been slightly revised to reflect the elimination of 4 kitchens.

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5 YEAR ECONOMIC IMPACT

The values are supplied by using REMI (Regional Economic Modeling, Inc.) REMI is an advanced model generator that simulates the effects of economic policy changes on the economy that is utilized by Palm Beach County. REMI uses state-specific and national data to deliver a nuanced *prediction* of the varied, branching, and sometimes unexpected effects of economic policies.



163 jobs down to 151 in construction
Total economic impact \$206 M down to \$145 mil



Through the support and partnership with the county, we have been given the opportunity to use REMI to calculate the economic impact of this project.

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REMI.COM

- Palm Beach County has supplied the economic data information using software called REMI
- REMI uses state-specific and national data to deliver a nuanced prediction of the varied, branching, and sometimes unexpected effects of economic policies.

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remi analyzes the numbers given for number of jobs created as well as construction costs.

Long term, the money spent to keep these new buisnesses growing and scaling is spent in the communitiy and supports local vendors and service providers, some including local farmers and distributors.

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KEY FACTORS THAT SUPPORT THIS ECONOMIC GROWTH

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Increase in local businesses=increase in jobs

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JOB CREATION

FULL TIME JOB STABILITY

- Local Jobs= Money paid locally, stays local and flows throughout the community.

o o o o



INcrease in Jobs =increase in money spent locally

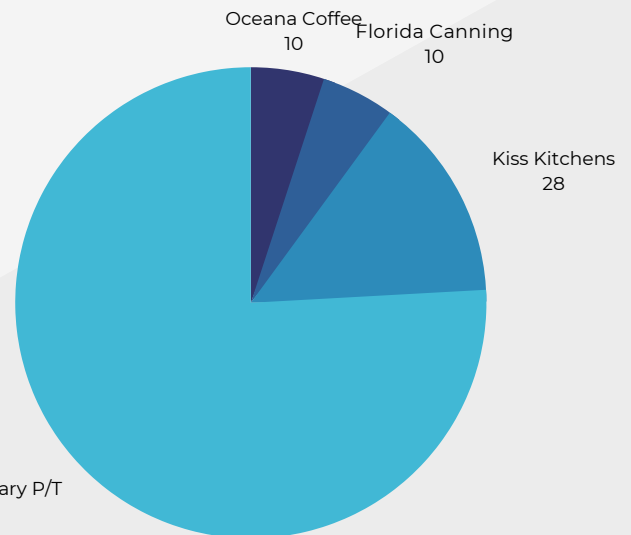
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JOB CREATION

- Full time new employees as a result of this project
- In total more than 200 jobs over 5 years
- New small businesses will be created bringing growth and prosperity to our local economy.

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Construction Temporary P/T
151



The money paid to these employees goes back into the local economy

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INCREASED REVENUE

- Revenue generated by local businesses- Sales Tax

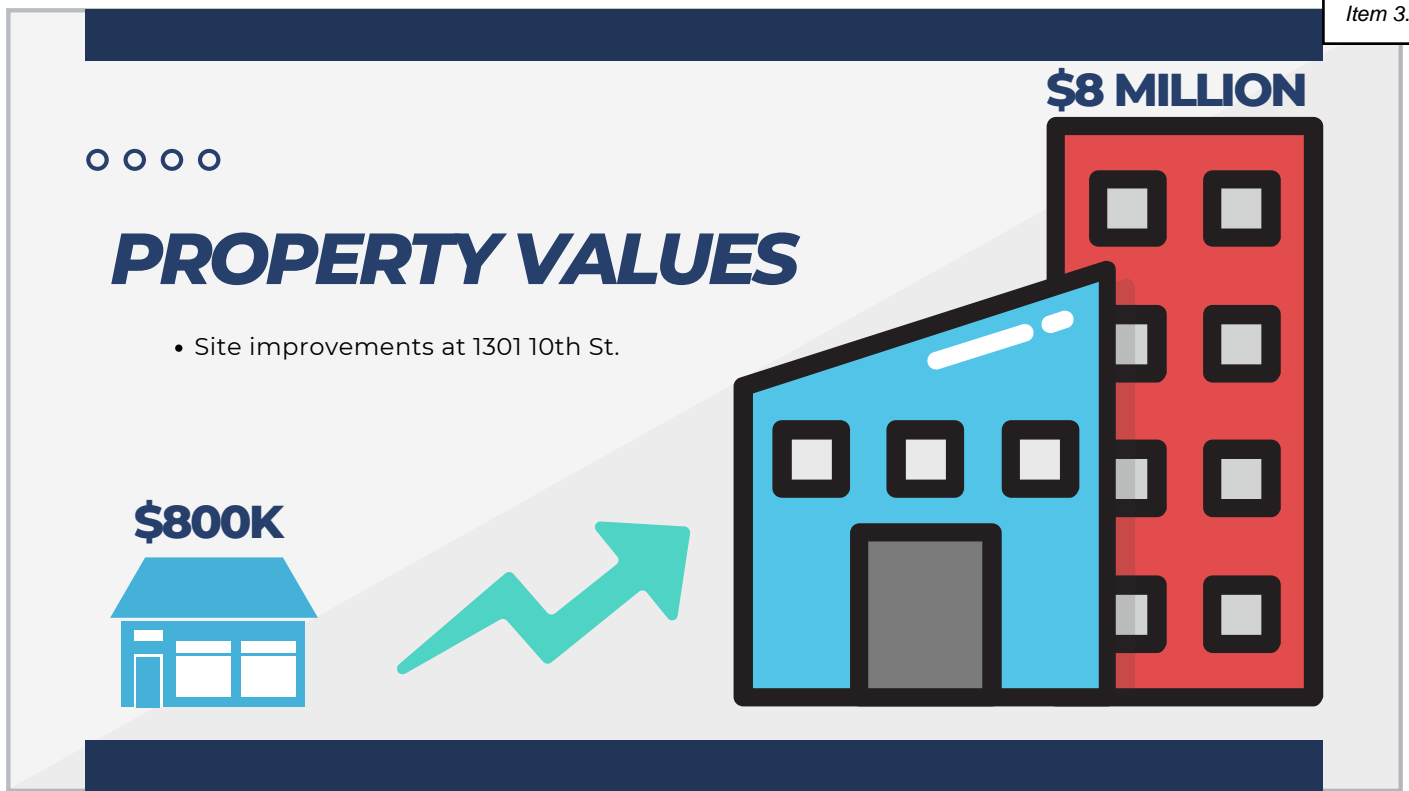
**LOCAL BUSINESS
REVENUE**

○ ○ ○ ○

=

**SALES TAX
REVENUE**

Increase in revenue generated = increase in sales tax dollars contributing to state and local prosperity



With the increased cost of new construction we feel the initial appraisal of \$8 million will be very conservative, even with the reduced square footage.

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PROPERTY VALUE

- Current building valued at approx \$765,000 by the Palm Beach County Property Appraiser.
- Appraised value of completed project is \$8Mil.
- Approx 2% of this property's estimated value will be added to the current tax base annually.
- As people continue to want to live, work, and play in Lake Park, the residential property market will flourish, additionally supporting the tax base in Lake Park.



The value to the local community for having a thriving community hub like this proposed project, is immeasurable. This building has been vacant for some time, offering no economic or community value to Lake Park.

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POSITIVE IMPACT TO COMMUNITY

- Increased jobs in the community will presumably result in increased demand for residential property in Lake Park.

**LOCAL
POPULATION**



**DAILY VISITORS &
NEW RESIDENTS**



PUSHING FORWARD WE WILL ALL WIN!



We are grateful for the partnership with the Town of Lake Park and the support that we have received from the team of professionals at the town of Lake Park. They have worked very hard to push through some barriers and have expedited processes where they have been able to. Their dedication and commitment to the success of this project is clear and we are humbly grateful for that.

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JOIN US TO LIVE, WORK, & PLAY IN LAKE PARK



1301 10th Street, Lake Park



561.339.2913

We look forward to continuing the vision of the Lake Park CRA and facilitating bringing the culinary arts to your thriving performing arts district!

○○○○

EXECUTIVE SUMMARY



Lake Park Group- Site Plan Amendment

Prepared for: The CRA Board for Lake Park, and the staff at the Town of Lake Park

Prepared by: Amy Angelo, Oceana Logistics Int. Inc

March 28, 2023

LAKE PARK GROUP

EXECUTIVE SUMMARY

Objective

The Lake Park group consisting of Oceana Logistics Int. Inc (DBA Oceana Coffee), Kiss Kitchens LLC, and Florida Canning Co. LLC, is requesting the support of the CRA of Lake Park and the commissioners of the Town of Lake Park in facilitating the approval of our recent site plan amendment submittal without recourse on the grant that has been awarded to our group in consideration of this community driven project. We are also seeking a seamless and expedited grant agreement amendment to ensure that we do not lose any more time.

Challenge

We have continued to face challenges of increased project/constructions costs (as well as interest rates) and supply chain issues related to certain items that are necessary to complete our building, for example electrical circuit boards. The effects of rising interest rates and inflation have hit all aspects of our economy and unfortunately this has resulted in a very unstable and volatile market in which to execute new construction.

Solution

We have no other choice but to reduce the square footage and change some of the design, features, and building materials originally proposed in order to bring the budget back into reality.

Results

We have reduced the size of the building from 24,889 sq feet of air conditioned space down to 17,215 sq ft. This reduction has been made in a way that could potentially allow for the further development of this property in a phase 2 situation. This reduction has resulted in the loss of 4 small kitchens and one office space. The outdoor event space has been relocated to a second floor deck which we believe will have a greater impact for visibility for the town as well as a more efficient layout with direct access to a bar service area and a prep kitchen directly adjacent for use by patrons who rent the space. The increased outdoor area, also allows for more outdoor seating, greater opportunity for public area, gardens, and the potential for hosting outdoor culinary, art and craft markets. This size reduction has not resulted in any change of use and will minimally affect the operations at the site.

Timeline of Events-How did we get here?

The multiple events in the past 3 years including the closing of the Suez Canal, COVID-19, a depleted work force, multiple stimulus bills, and rising inflation have led to unprecedented increases in the costs of construction materials and equipment worldwide. Steel, lumber, copper and PVC piping, glass and other materials have seen notable spikes in cost in recent months, and costs are expected to continue to increase as construction maintains a strong pace throughout 2023.

DECEMBER OF 2021- Site plan approved. Estimate for construction at this time \$5.2 Mil.

JANUARY-APRIL 2022, As drawings were beginning to take shape the estimates were tracking closer to \$7,040,000, construction contract was drafted to reflect this. (Guaranteed maximum price contracts are not and cannot be honored for an unlimited amount of time)

MAY 2022- Amy Angelo reached out to the town manager and the CRA Director to discuss changes to the project in an effort to bring the budget back in line.

LATE MAY 2022- John D'Agostino and Nadia Di'Tomasso proposed a \$1MIL grant to support the completion of the project without making any changes to the approved site plan. This grant money was approved and allocated in the budget for the Lake Park CRA at this time as well.

JUNE-JULY- AUGUST-SEPTEMBER-OCTOBER-

JUNE 8- This was the deadline for the draft agreement

JUNE 21ST- Draft agreement was received from the town attorney.

Over the course of the next several months the process for completing the redevelopment grant agreement and personal guarantees proved a lengthy and costly process due to poor communication on behalf of the attorney's and simple errors that took weeks to correct because of this lack of communication and errors that should have been caught and dealt with immediately instead taking weeks to respond.

AUGUST 3RD CRA MEETING–Grant agreements were not ready so we could not present.

SEPTEMBER 21-Amy Angelo met in the mirrored ballroom with John and Nadia as well as Bill Lowenstein and Thomas Baird on zoom, in an attempt to clarify and streamline the process and make sure everyone understood the entities involved in the project.

SEPTEMBER 28TH HURRICANE IAN

OCTOBER 13- It becomes apparent that the attorneys are working on two separate documents.

OCTOBER- Construction documents are completed to reflect the original site plan that was approved in December of 2021 (11 months later, costs increasing all the time) The Lake Park Group had continued in good faith and under the understanding that receiving this grant was a very high probability we proceeded with construction documents which are very costly.

-Construction documents were presented for subcontractors to bid on.

NOVEMBER 2, CRA BOARD MEETING AND PRESENTATION - GRANT NOT PASSED AND POSTPONED FOR MORE DISCUSSION TO THE 16TH OF NOVEMBER.

NOVEMBER 10TH HURRICANE NICOLE

NOVEMBER 16TH- SECOND PRESENTATION WITH MORE INFORMATION AS REQUESTED BY THE COMMISSIONERS (SPECIAL CALL CRA MEETING)

NOVEMBER 16TH-GRANT APPROVED- Drawdown schedule should have commenced on Nov. 30 in accordance with the grant agreement. However the first checks were not received until January 3, 2023

JANUARY 2023-Contractor (Morganti) alerts us that quotes are coming in high, we begin value engineering discussions.

JANUARY 27TH- SIGN PERMIT, DEMO PERMIT, AND FENCE PERMIT APPLIED FOR

FEBRUARY 1- CONSTRUCTION SIGN WENT IN THE GROUND

FEBRUARY 22- Final budgetary numbers were presented to us by the contractor at \$9.8 MIL

LAKE PARK GROUP

Use of Funds

The first disbursement of grant money was used towards site development costs which paid a portion of the architects and engineers fees for preparing site plan and construction documents.

Use of Future Grant Disbursements

The construction of this building will be complete 3 years before the grant funds are paid out in their entirety. The funds will be used to reflect additional equity that will come in to the project and will be used to repay loans that will ultimately fund the construction costs up front.

Updated project costs

The updated construction budget is \$7.5 MIL.

Signed GMAX Contract

The Guaranteed maximum price contract has been approved and executed with the understanding that the grant money will still be available from the town, however if the process continues past the contract expiration date we stand the chance of having our costs increased again. Time is most certainly money in this case. As you can see the last 16 months have cost us \$2.8 mil.

LAKE PARK GROUP

CONSTRUCTION BUDGET

The total construction cost for the Lake Park Project is projected at \$7.5 Mil. With the inclusion of architecture, engineering, cost of land, soft costs and fees the total construction cost totals \$9,424,903. This is proportionally divided among the three entities occupying the building. The total represents an increase of over \$1,500,000 above the original underwriting by the SBA, Palm Beach County and the Bank of Belle Glade.

This shortfall is being made up by an increased equity contribution from the partners and the grant of \$1,000,000 paid over five years from the Town of Lake Park. The partners are contributing a minimum of \$1,263,740 in the first year, including \$334,900 for construction costs plus an additional \$839,032 for machinery, equipment and operating capital. Any additional cost overruns are the responsibility of said partners.

The grant provided by the town is not allocated to any particular line item, but rather provides the “gap “ funding that completes the financial underwriting. It enables the loans provided by SBA, the County and The Bank to stay within underwriting guidelines. Even with the grant the partner's equity contribution has risen to over \$1.2Mil.

Condo Owners	Oceana Logistics Int.	Florida Canning Co.	Kiss Kitchens	Total:
Uses				
Construction Costs	\$1,388,350	\$1,553,898	\$4,582,682	\$7,524,930
Land Cost	\$147,000.00	\$161,000	\$392,000	\$700,000
Architecture and engineering	\$66,420.00	\$74,340	\$219,240	\$360,000
Machinery, Equipment, Operating Capital	\$154,980.00	\$173,460	\$511,560	\$840,000
Total	\$1,756,750.00	\$1,962,698	\$5,705,482	\$9,424,930
Sources				
Grant	\$300,000.00	\$96,881	\$603,119	\$1,000,000
Approved Loan Amounts	\$1,183,750.00	\$1,730,900	\$4,246,540	\$7,161,190
Partner Equity				\$1,263,740
				\$9,424,930

LAKE PARK GROUP

Benefits to Lake Park- THESE REMAIN THE SAME

The project proposed by the Lake Park Group will increase the tax base, create jobs and stimulate the local economy by encouraging new business activities and expansion of existing business activities within the Town of Lake Park. This project will promote viable development and redevelopment initiatives in the Town. The happy result for the Town of Lake Park and the countless small businesses that this project will impact, is this; profound growth and opportunities for generations of Lake Park residents as well as the Lake Park Business community.

The proposed project is designed to create multiple synergies among the three resident companies and the other users of the facility drawn from the wider community. The facility will provide small kitchens designed to foster the growth of food entrepreneurs, ghost kitchen operations, food trucks and commissary operations for existing and future restaurants. The facility will contain canning, labeling, cold storage, packaging and shipping facilities to enable local small food businesses to prepare their products for market, a group of services that are currently not available in the Lake Park community. These services will also be used by Oceana Coffee and other local beverage companies to package and ship their products for wider distribution.

As we indicated in the first presentation to the Lake Park CRA Board on November 2nd, the project alone will generate \$281 million dollars in economic activity and 278 jobs over 10 years. The projections were developed with the economic modeling software employed by Palm Beach County, REMI. This project was also highlighted by Palm Beach County at a conference for the statewide FRA Conference as a model project for CRA's that serves to generate positive economic impact on both redevelopment and area wide business growth.

Here is a summary of that report:

Updated REMI Numbers for smaller square footage:

Direct Permanent FTEs

Oceana Coffee: 10 FTEs

Canning Company: 10 FTEs

Commercial Kitchen: 33 FTEs

Estimates assume full employment for both 5 and 10 year periods

5 Year Economic Impact Estimate

Construction Impact

Temporary Construction FTEs (direct and indirect): **151**

Total Output: **\$20.38 Million**

New Permanent FTEs:

New FTEs (direct and indirect): **123**

Total Output: **\$125.22 Million**

Total FTEs (includes temporary construction FTEs): 273

Total 5 year Economic Impact: \$145.60 Million

Breakdown of the jobs:

Oceana Coffee: 10 FTEs.

All jobs will be created in **2024**

Types of jobs:

- 2 - Chefs
- 2 - Baristas
- 2 - Packaging and production assistant
- 1 - Sales Personnel
- 1 - Delivery Driver
- 2 - Assistant Coffee Roaster

Canning Company: 10 FTEs

All jobs will be created in **2024**

Type of jobs:

- 4 – Canning Line Technicians
- 2 – Warehouse person
- 2 – Logistics
- 2 – Delivery Driver

Commercial Kitchen: 33 FTEs

Jobs will be created as follow:

Year 2024 - 3

Year 2025 - 10

Year 2026 – 10

Year 2027 – 10

Type of jobs:

- 10 – Food Prep
- 10 – Delivery Driver
- 10 – Cleaning services (e.x. Dishwashers)
- 3 – Marketing, sales

LAKE PARK GROUP

Benefits continued...

This project will pave the way for more businesses to come to Lake Park over the years because it will demonstrate the business friendly nature of the town and the growth oriented thinking of the business community and the CRA.

Some of the benefits of the project to the Town of Lake Park include:

- Potential to generate significantly increased sales tax revenue
- Projected property value increase from \$700,000 to the appraised value of \$8,000,000
- Visible evidence of substantial capital investment in the Town
- Creation of new employment opportunities for residents
- Above-average wages for residents
- Diversification of businesses that enhance the quality of life for Lake Park residents
- Desirable and varied retail establishments attracting consumer activity to the Town
- Vital industry with a long term commitment to the Town
- Unique project which will be beneficial as a culinary arts hub and business incubator in the heart of the CRA, these kitchens have the potential to create 20 new jobs from the 10 micro kitchens that can house a minimum of 10 new businesses. The larger shared kitchens have the potential to support 40-75 businesses on an hourly, scheduled, rotational basis (potential of 80-150 jobs) using this site as a hub.
- Potential to induce other desirable businesses to locate in the Town
- Architectural Quality of the proposed improvement

Oceana Coffee is the anchor business of the Lake Park Group. In addition to operating its own highly successful coffee roasting, sales and distribution business, Ocean Coffee and its owners, Amy and Scott Angelo, will serve as partners and managers of Florida Canning and KISS Kitchens.

Since 2009, Oceana Coffee has grown from its humble beginnings on a popcorn machine to the successful business that we are today. This is one step on the path for us to continue growing our company. Currently we have 2 retail locations in our town, and over 100 wholesale customers including all of the Whole Foods stores in the state of Florida that we support from our tiny 900 sq ft manufacturing facility in Tequesta.

Over the years we have acquired other warehouses and storage spaces to facilitate our growth and operations. This new facility will allow our company to increase its capacity by at least 10 times our current production capability, increasing efficiency and expanding the opportunities for higher paying jobs for our employees who have chosen careers with Oceana Coffee. Our expansion will also create new business opportunities for those who choose to license Oceana Coffee Cafes around the state and the country.



AIA Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 29th day of March in the year 2023, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 17th day of August in the year 2022 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Lake Park Kitchen AKA Oceana Coffee
1301 10th Street
Lake Park, FL 33403

THE OWNER:
(Name, legal status, and address)

CIDC Lake Park, LLC
15375 Blue Fish Circle
Lakewood Ranch, FL 34202

Kiss Kitchen, LLC
1301 10th Street
Lake Park, FL 33403

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

The Morganti Group, Inc.
1662 North U.S. Highway 1
Suite C
Jupiter, FL 33469

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

Init.

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User Notes:

(724924016)

ARTICLE A.1 GUARANTEED MAXIMUM PRICE**§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Seven Million, Five Hundred and Twenty-Four Thousand, Nine Hundred and Thirty (\$ 7,524,930.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

Refer to Attachment A

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	N/A

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[3/29/23] The date of execution of this Amendment.

[TBD] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

Based Upon Receipt of Permit Approval

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

Init.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[TBD] Not later than TBD (360 subject to material and equipment availability) calendar days from the date of commencement of the Work.

[TBD] By the following date: TBD

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
TBD			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Refer to Attachment A

Section	Title	Date	Pages
Refer to Attachment A			

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Refer to Attachment A

Number	Title	Date
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§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Construction Manager’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing

or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Refer to Attachment A	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Refer to Attachment A

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Attachment A

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

TBD

This Amendment to the Agreement entered into as of the day and year first written above.

DocuSigned by:

Frances Brandt

OWNER CIDC86421DB4E1FD475...

Frances Brandt
Director of Operations
(Printed name and title)

DocuSigned by:

Stephen Sines

CONSTRUCTIONC68C977860B042E...

Stephen Sines
Vice President of Operations
(Printed name and title)

New Construction
Oceana Coffee

GMP: VE- Column Line H, No Roof-top
3/9/2023
FINAL



MORGANTI
A SOLID FOUNDATION

New Construction
Oceana Coffee
3/9/2023

Oceana Coffee
New Construction
Project No. 20051

Date: March 9, 2023
Owner: Oceana Coffee
CM: The Morganti Group, Inc.
Architect: One A Architect
Bldg SF: 17,235



Column H
17,235

FINAL

GMP: VE- Column Line H, No Roof-top

Division	Description	Estimated Quantity	Unit	VE Column Line H	\$/SF
010000	General Requirements	1.00	ls	\$ 18,150	\$ 1.05
020000	Existing Conditions	1.00	ls	\$ 64,416	\$ 3.74
030000	Concrete	1.00	ls	\$ 952,623	\$ 55.27
040000	Masonry	1.00	ls	\$ -	\$ -
050000	Metals	1.00	ls	\$ 698,594	\$ 40.53
060000	Wood, Plastics & Composites	1.00	ls	\$ 5,000	\$ 0.29
070000	Thermal & Moisture Protection	1.00	ls	\$ 151,607	\$ 8.80
080000	Openings	1.00	ls	\$ 332,497	\$ 19.29
090000	Finishes	1.00	ls	\$ 491,807	\$ 28.54
100000	Specialties	1.00	ls	\$ 86,029	\$ 4.99
110000	Equipment	1.00	ls	\$ -	\$ -
120000	Furnishings	1.00	ls	\$ -	\$ -
130000	Special Construction	1.00	ls	\$ -	\$ -
140000	Conveying Equipment	1.00	ls	\$ 102,000	\$ 5.92
210000	Fire Suppression	1.00	ls	\$ 80,620	\$ 4.68
220000	Plumbing	1.00	ls	\$ 593,512	\$ 34.44
230000	HVAC Systems	1.00	ls	\$ 550,226	\$ 31.92
260000	Electrical Systems	1.00	ls	\$ 1,056,640	\$ 61.31
310000	Earthwork/Paving/Utilities	1.00	ls	\$ 720,227	\$ 41.79
320000	Exterior Improvements	1.00	ls	\$ 117,179	\$ 6.80
330000	Fueling	1.00	ls	\$ -	\$ -
Subtotal: Division 1-33				\$ 6,021,127	\$ 349.35
EXTERIOR DECK & STAIRS					
A1	Stairs: Exterior of building (either from bldg or deck)	1.00	ls	\$ 45,000	\$ 2.61
A2	Stairs: Cage	1.00	ls	\$ 45,000	\$ 2.61
A3	Exterior Deck: Hollow Core Precast Concrete (1,600 SF) ~ 30'x53'	1.00	ls	\$ 73,125	\$ 4.24
A4	Exterior Deck: Railing. Qnty- 115'	1.00	ls	\$ 34,500	\$ 2.00
A5	Landscape screen wall	1.00	ls	\$ 20,000	\$ 1.16
Subtotal w/Allowances:				\$ 6,238,752	\$ 361.98
VE	Value EGINEERING: Approved by Owner	1.00	ls	Included in Div 1-33	\$ -
Subtotal w/Allowances & VEs:				\$ 6,238,752	\$ 361.98
	General Conditions	1.00	ls	\$ 90,970	\$ 5.28
	Construction Phase Fee (Staff Fee)	1.00	ls	\$ 386,276	\$ 22.41
	Escalation Contingency	1.500%	%	\$ 112,874	\$ 6.55
	Construction Contingency	2.000%	%	\$ 150,499	\$ 8.73
Subtotal: OH&P, GC, Contingency, Allowances:				\$ 6,979,371	\$ 404.95
	General Liability Insurance	1.150%	%	\$ 86,537	\$ 5.02
	Builder's Risk Insurance (By owner)	By Owner	ls	\$ -	\$ -
	Payment and Performance Bonds	1.100%	%	\$ 82,775	\$ 4.80
Subtotal: OH&P, GC, Contingency, Allowances, Bonds, Insurances:				\$ 7,148,683	\$ 414.78
	Overhead and Profit	5.00%	%	\$ 376,247	\$ 21.83
TOTAL GMP				\$ 7,524,930	\$ 436.61

Oceana Coffee
New Construction
THE MORGANTI GROUP INC.

SECTION-3
3/9/2023
FINAL

SUBCONTRACTOR SUMMARY

Work Scope	Description	Bidder	Amount of Proposal	Amount Utilized in GMP
DIVISION 010000: General Requirements			\$ 18,150	\$ 18,150
1A	Testing	Universal	\$ 10,500	\$ 10,500
1C	Cleaning: Progress & Final	Magic Touch	\$ 7,650	\$ 7,650
DIVISION 020000: Existing Conditions			\$ 64,416	\$ 64,416
2A	Surveying	American	\$ 13,200	\$ 13,200
2B	Demolition: Building	Rapid	\$ 51,216	\$ 51,216
2C	Demolition: Site		Div 2B	Div 2B
2D	Asbestos: Removal & Testing		By Owner	By Owner
DIVISION 030000: Concrete			\$ 952,623	\$ 952,623
3A	Concrete: Building	Benchmark III	\$ 952,623	\$ 952,623
3B	Concrete: Site- Sidewalk & Curbs		Div 31A	Div 31A
3C	Concrete: Site- Equipment Pads		Not Included- Roof Top Units	Not Included- Roof Top Units
DIVISION 040000: Masonry			\$ -	\$ -
4A	CMU: Building		Div 3A	Div 3A
4E	CMU: Site- Dumpser		Div 3A	Div 3A
DIVISION 050000: Metals			\$ 698,594	\$ 698,594
5A	Structural Steel & Decking	East Coast	\$ 698,594	\$ 698,594
5B	Railing- SST Cable on Roof		\$ -	\$ -
DIVISION 060000: Wood, Plastics & Composites			\$ 5,000	\$ 5,000
6A	Rough Carpentry	Budget	\$ 5,000	\$ 5,000
6B	Millwork & Trim		Deleted by VE	Deleted by VE
6D	Wood: Cladding on exterior walls		Not Included. Storefront Windows are Aluminum	Not Included
DIVISION 070000: Thermal & Moisture Protection			\$ 151,607	\$ 151,607
7A	Caulking & Sealants	Metro	\$ 11,347	\$ 11,347
7B	Roofing: Built Up	Wolverine Roofing	\$ 140,260	\$ 140,260
7J	Insulation- Light Weight Concrete		Div 7B	Div 7B
7N	Insulation- Interior: Rigid & Batt		Div 9A	Div 9A
DIVISION 080000: Openings			\$ 332,497	\$ 332,497
8A	Doors & Frames: Hollow Metal, Wood	Key Mart	\$ 30,132	\$ 30,132
8B - A10	Hardware	Allowance	\$ 15,975	\$ 15,975
8C	Doors: Roll-Up	Acousti	\$ 48,140	\$ 48,140
8E	Windows / Storefronts	No Limit	\$ 141,500	\$ 141,500
8F	Glazing		Not included. Interior doors as solid	Not Included
8H - A6	Glass Cladding: Coffee Bean Shapes	Allowance	\$ 96,750	\$ 96,750
DIVISION 090000: Finishes			\$ 491,807	\$ 491,807
9A1	Drywall, Framing, Insulation, Stucco	Atlantic Interior	\$ 184,900	\$ 184,900
9A2	Stucco	Atlantic Interior	\$ 151,400	\$ 151,400
9A3	FRP		Deleted by VE	Deleted by VE
9B	Flooring: Resilient, Carpet, Tile	Capital	\$ 27,370	\$ 27,370
9D	Tile: Roof Patio		Deleted by VE	Deleted by VE
9F - A9	Flooring: Sealed Concrete	Allowance	\$ 32,390	\$ 32,390
9J	Acoustical: Ceilings	Acousti	\$ 3,600	\$ 3,600
9L	Painting	IQ Painters	\$ 92,147	\$ 92,147

Item 3.

Work Scope	Description	Bidder	Amount of Proposal	Amount Utilized in GMP
DIVISION 100000: Specialties			\$ 86,029	\$ 86,029
10B	Toilet Partitions and Accessories	SDI Mardale	\$ 15,214	\$ 15,214
10C	Signage: Room, Marque, Site Directional	Budget	\$ 6,240	\$ 6,240
10D	Lockers and Benches		By Owner	By Owner
10E - A8	Walkway Covers & Suspended Canopies	Allowance	\$ 58,575	\$ 58,575
10F	Corner Guards		Deleted by VE	Deleted by VE
10i	Fire Extinguishers	Budget	\$ 4,500	\$ 4,500
10L	Knox Box	Budget	\$ 1,500	\$ 1,500
10M	Mail Boxes		By Owner	By Owner
10N	Projection Screens		By Owner	By Owner
10O	Marker & Tack Boards		By Owner	By Owner
DIVISION 110000: Equipment			\$ -	\$ -
11A	Food Services & Equipment		By Owner	By Owner
11B	Hoods: Furnish, Install, Ansul		By Owner	By Owner
11C	Appliances		By Owner	By Owner
DIVISION 120000: Furnishings			\$ -	\$ -
12A	Window Treatments		By Owner	By Owner
12B	Casework & Countertops		By Owner	By Owner
12C	Furniture		By Owner	By Owner
12D	Bike Racks		By Owner	By Owner
12I	Shelving		By Owner	By Owner
DIVISION 130000: Special Construction			\$ -	\$ -
13A	Metal Building		None per Base Proposal	None per Base Proposal
DIVISION 140000: Conveying Equipment			\$ 102,000	\$ 102,000
14A	Elevators	Schindler Elevator	\$ 102,000	\$ 102,000
DIVISION 210000: Fire Suppression			\$ 80,620	\$ 80,620
21A	Fire Suppression	American Eagle	\$ 80,620	\$ 80,620
				\$ -
DIVISION 220000: Plumbing			\$ 593,512	\$ 593,512
22A	Plumbing	Echols	\$ 593,512	\$ 593,512
22C	Grease Trap		Div 31A	Div 31A
22E	Gas Piping		Div 22A	Div 22A
22F	Gas Meter & Supply		By Owner	By Owner
DIVISION 230000: HVAC Systems			\$ 550,226	\$ 550,226
23A	HVAC	CFM	\$ 550,226	\$ 550,226
23D	HVAC: Hoods- Ductwork & Exhaust Fans		By Owner	By Owner
23F	HVAC: Test & Balance		By Owner	By Owner
DIVISION 260000: Electrical Systems			\$ 1,056,640	\$ 1,056,640
26A	Electrical & Fire Alarm	Stryker	\$ 1,056,640	\$ 1,056,640
26B	Generator		Div 26A	Div 26A
26C	Lightning Protection		Not Included	Not Included
				\$ -
DIVISION 270000: Low Voltage			\$ -	\$ -
27A	Voice & Data		By Owner	By Owner
27B	Fire Alarm		Div 26A	Div 26A
27C	Access Control & Security		By Owner	By Owner
27I	TVs & Monitors		By Owner	By Owner
				\$ -

					Item 3.
Work Scope	Description	Bidder	Amount of Proposal	Amount Utilized in GMP	
DIVISION 310000: Earthwork/Paving/Utilites			\$ 720,227	\$ 720,227	
31A	Sitework, Paving, Utilities: Storm,Water,Sewer,Fire	Precision Site	\$ 690,227	\$ 690,227	
31C - A7	Pavers	Allowance	\$ 30,000	\$ 30,000	
DIVISION 320000: Exterior Improvements			\$ 117,179	\$ 117,179	
32A	Temporary Fencing	Daniels	\$ 10,379	\$ 10,379	
32D	Irrigation & Landscaping	Country West	\$ 106,800	\$ 106,800	
DIVISION 330000: Fueling			\$ -	\$ -	
Allowances:			\$ 217,625	\$ 217,625	
A1	Stairs: Exterior of building (either from bldg or deck)		\$ 45,000	\$ 45,000	
A2	Stairs: Cage		\$ 45,000	\$ 45,000	
A3	Exterior Deck: Hollow Core Precast Concrete (1,600 SF) ~ 30'x53'		\$ 73,125	\$ 73,125	
A4	Exterior Deck: Railing. Qnty- 115'		\$ 34,500	\$ 34,500	
A5	Landscape screen wall		\$ 20,000	\$ 20,000	
Value Engineering:			\$ -	\$ -	
	Value EGINEERING: Approved by Owner (Refer to VE Summary)		Included in Div 1-33	Included in Div 1-33	
Subtotal:			\$ 6,238,752	\$ 6,238,752	
			General Conditions:	\$ 90,970	
			Construction Phase Fee:	\$ 386,276	
			Material Escalation:	\$ 112,874	
			Construction Contingency:	\$ 150,499	
			GL Insurance:	\$ 86,537	
			Builders Risk (By Owner):	By Owner	
			Payment & Performance Bond:	\$ 82,775	
			CM OH&P:	\$ 376,247	
			Total GMP:	\$ 7,524,930	

Oceana Coffee
New Construction
THE MORGANTI GROUP INC.

GENERAL CONDITIONS

ITEM DESCRIPTION	Utilization Rate	QTY.	Unit	Unit Cost	Cost	Remarks
LAYOUT			ls.		\$ -	see below
Layout Partitions			sf.		\$ -	by trades
Independent Surveyor	1	-	ls.	-	\$ -	Div 02
Ground penetrating radar	1	-	ls.	5,000.00	\$ -	
As-Built Survey	-	1	ls.	25,000.00	\$ -	by trades
TESTING AND COMMISSIONING						see below
Third Party Testing & Inspections	1	1	ls.	-	\$ -	by owner
Fundamental Commissioning & LEED for schools	1	1	ls.	-	\$ -	not required
Theshold Inspector	1	1	ls.	-	\$ -	by owner
TEMPORARY FACILITIES						see below
Field Office - Contractor	1	12	mo.	1,600.00	\$ 19,200	
Field Meeting Trailer			mo.	400.00	\$ -	
Set-up & Removal	1	1	ea.	3,000.00	\$ 3,000	
Field Office Entry Platforms	1	-	mo.	145.00	\$ -	
Field Office Furniture - Contractor			ls.		\$ -	
Conference Table w/ 8 Chairs	-	1	ls.	500.00	\$ -	
Field Office Janitor Service - Trailer	1	12	mo.	150.00	\$ 1,800	
Chemical Toilets - Contractor	3	12	mo.	125.00	\$ 4,500	
Septic Holding Tanks - Contractor	1	12	mo.	275.00	\$ 3,300	
FO Computer Network Conn./Cable Access	1	12	mo.	175.00	\$ 2,100	
TEMPORARY CONSTRUCTION						see below
Temporary Fence / 6' Windscreen - Rent	1	-	lf.	13.00	\$ -	Included in Div 32
Temporary Job Fence Repair / Relocation	1	-	lf.	3.00	\$ -	Included in Div 32
Job Signs	1	1	ls.	1,500.00	\$ 1,500	
Field Office Security System	-	6	mo.	120.00	\$ -	
SITE SECURITY						
Security Guard	1	-	mo.	6,000.00	\$ -	
CLEAN UP						see below
Final Cleaning	1	-	ls.	-	\$ -	included in Div 01
20 YD - Dumpster	1	30	ld.	535.00	\$ 16,050	
TEMPORARY LABOR (Non Cleaning)	-	-		-	\$ -	see below
Temporary Construction Labor (Non Cleaning)	1.00	0.25	ls	10,000.00	\$ 2,500	
PERMIT & IMPACT FEES	-	-		-	\$ -	excluded
SUPPLIES						see below
Office Supplies	1	12	mo.	300.00	\$ 3,600	
Project Management Bluebeam Software Licenses	1	1	ea.	500.00	\$ 500	per license, one time
Viewpoint Construction Management Program	2	12	mo.	100.00	\$ 2,400	per license, per month
E-Builder Construction Management Program		18	ea.	1,600.00	\$ -	per license, per year
Cell Phones	3	12	mo.	60.00	\$ 2,160	
Hardline Telephone / Fax	1	-	ea.	175.00	\$ -	
Staff Computers	1	-	ea.	2,200.00	\$ -	
Refrigerator	1	1	ea.	500.00	\$ 500	
Postage & Overnight Mail	1	12	mo.	50.00	\$ 600	
Safety Supplies	1	12	mo.	50.00	\$ 600	
Drug Test Program	1	-	ea.	75.00	\$ -	
Jessica Lunsford Act	1	-	ea.	125.00	\$ -	
Progress Photos	1	-	mo.	25.00	\$ -	

Oceana Coffee
New Construction
THE MORGANTI GROUP INC.

GENERAL CONDITIONS

ITEM DESCRIPTION	Utilization Rate	QTY.	Unit	Unit Cost	Cost	Remarks
Progress Photos - Aerials by Drone	1	-	mo.	150.00	\$ -	
Progress Photos - Professional Photographer	1	-	mo.	450.00	\$ -	
Copier	1	12	mo.	150.00	\$ 1,800	
First Aid / Safety Supplies	-	6	mo.	50.00	\$ -	
Eye Wash Station	1	1	ea.	550.00	\$ 550	
Safety Shower	-	1	ea.	1,500.00	\$ -	
Designated Safety/Point Gathering Area	1	-	ea.	1,000.00	\$ -	
Hard Hats - Staff	1	-	ea.	25.00	\$ -	
Hard Hats - Guests	1	-	ea.	25.00	\$ -	
Ice	1	12	mo.	55.00	\$ 660	
Bottled Water	1	12	mo.	75.00	\$ 900	
Weather Thermometer (Weather Station)	1	1	ea.	100.00	\$ 100	
Reproduction Expenses	1	10	set	200.00	\$ 2,000	
COVID 19						see below
Hand Wash Stations	1	1	ea.	550.00	\$ 550	
Signage	2	-	ls.	1,000.00	\$ -	
Temperature Readers	1	-	ea.	125.00	\$ -	
Soap Dispensers	3	12	mo.	25.00	\$ 900	
Job Office- PPE: Mask, sanitizer, gloves	1	-	mo.	50.00	\$ -	
UTILITIES						see below
Construction Power - Meter and Pole Install for Trailer	1	1	ea.	4,500.00	\$ 4,500	
Construction Power - Site Lighting Install for Trailer	1	-	ea.	1,200.00	\$ -	Included Div 26
Water Consumption - Water Line Installation for Trailer	1	-	ls.	1,500.00	\$ -	Included Div 22
Internal Networking Hub - Intranet Installation	1	-	ls.	800.00	\$ -	
Construction Electric Power - Monthly	1	12	mo.	350.00	\$ 4,200	Monthly electric
Water Consumption - Monthly	1	12	mo.	225.00	\$ 2,700	Monthly water
Internet - Monthly	1	12	mo.	150.00	\$ 1,800	Monthly internet
Field Office Security System - Monthly	1	-	mo.	120.00	\$ -	Monthly security system
HOISTING						see below
Stair Scaffolding	1	3	mo.	2,000.00	\$ 6,000	
					\$ -	
EQUIPMENT			ls.		\$ -	
Utility Cart - Used	1	-	ea.	5,000.00	\$ -	
Mechanical Lull / Lift / Hoisting	1	-	mo.	4,500.00	\$ -	
Mechanical Lull & Cart Fuel and Maintenance	1	-	mo.	500.00	\$ -	
SCHEDULING						see below
Scheduling Set-Up	-	1	ea.	3,742.00	\$ -	
Scheduling Updates	-	6	mo.	450.00	\$ -	
MISC. REQUIREMENTS						see below
Ribbon Ceremony	-	1	ls.	-	\$ -	
Project Closeout	-	1	ls.	1,850.00	\$ -	
TOTAL GENERAL CONDITIONS					\$ 90,970	

Oceana Coffee
New Construction
THE MORGANTI GROUP INC.

SECTION- 7
3/9/2023
FINAL

ALLOWANCES

Allowance Number	Description		Amount of Allowance	Amount Utilized in GMP
1	Exterior Stairs	Exterior of building (either from bldg or deck)	\$ 45,000	\$ 45,000.00
2	Exterior Stairs	Cage or enclosure	\$ 45,000	\$ 45,000.00
3	Exterior Deck	Hollow Core Precast Concrete (1,600 SF) ~ 30'x53'	\$ 73,125	\$ 73,125.00
4	Exterior Deck	Railing. Qnty- 115'	\$ 34,500	\$ 34,500.00
5	Screen Wall	Exterior landscaped screen wall	\$ 20,000	\$ 20,000.00
6	Glass Cladding	Exterior coffee bean graphics. Additional details and specifications need to be provided.	\$ 96,750.00	\$ 96,750.00
7	Pavers	Additional details, color selection, shape selection, and specifications need to be provided.	\$ 30,000.00	\$ 30,000.00
8	Walkway Covers	Walkway cover or awning for the west side of the building at the 1st floor.	\$ 58,575.00	\$ 58,575.00
9	Sealed Concrete	Sealed concrete in lieu of polished concrete. Additional details and specifications need to be provided.	\$ 32,390.00	\$ 32,390.00
10	Hardware	Allowance of \$500 per door. Specifications were not provided.	\$ 15,975.00	\$ 15,975.00
11				\$ -
12				\$ -
13				\$ -
14				\$ -
15				\$ -
16				\$ -
17				\$ -
18				\$ -
TOTAL Allowances included in GMP:				\$ 451,315.00

Oceana Coffee
New Construction
THE MORGANTI GROUP INC.

SECTION- 8
3/9/2023
FINAL

Value Engineering

Value Engineering Num	Scope	Description
1	ACT Ceiling	Deleted ACT Ceilings from project. Only rooms to received ACT are: 101C, 101B,103A.
2	Concrete	Delete detail 12/S3.0. Install CMU in lieu of Cast in Place Over-hang.
3	Concrete	Delete detail 11/S3.1. Install CMU in lieu of Cast in Place.
4	Corner Guards	Delete- Corner Guards
5	Electrical	Delete- Generator.
6	Electrical	MC Cable in lieu of EMT for branch power to lighting and devices.
7	Electrical	MC Cable in lieu of EMT for Power Feeder Cables.
8	Electrical	Change the compression fittings to set screw fittings.
9	Elevator	Include a 3500 lb. capacity elevator.
10	Flooring	Sealed concrete in lieu of polished concrete.
11	General	Delete - Roof Top features. Including: outdoor seating- 300, Stairs- S301/S302, Lobby 302, Corridor/Gazebo- 301, and Restrooms 302/303.
12	General	Delete- Building structure back to column line H. Building will be constructed from column line
13	HVAC	Fiberglass ductwork in lieu sheet metal ductwork.
14	Plumbing	Pex piping in lieu of copper piping.
15	Plumbing	PVC piping in lieu of cast iron piping.
16	Railing	Delete- Railing from roof top.
17	RFP	Delete- FRP from the project.
18	Tile	Tile only included in restrooms. Only tile flooring and cove base. No tile wainscot.
19	Walls	2nd Floor: walls will only be finished to 8' AFF.
20	Walls	1st Floor: no framing, finish, drywall, or insulation on exterior walls.
21		
22		
23		

Oceana Coffee
New Construction
THE MORGANTI GROUP INC.

SECTION- 9
3/9/2023
FINAL

BASIS OF COST, ASSUMPTIONS and CLARIFICATIONS

Item	Div	Scope	Description
1	00	Asbestos	Any asbestos, lead or hazardous material abatement, removal or survey shall be provided by the
2	00	As-Builts	AutoCAD and CADD as built drawings are excluded. Red line drawings will be turned over to the designer of record at project completion.
3	00	Builder's Risk	The cost of Builder's Risk insurance premiums and deductibles are not included in the GMP and shall be provided by the Owner.
4	00	County Fees	County impact fees are excluded.
5	00	Material Test & Inspections	GMP includes testing for compaction and concrete cylinders.
6	00	Permit Fees	All permit fees, inspection fees and utility connection fees are excluded.
7	00	Threshold	The cost for a threshold and/or resident inspector is not included.
8	00	Power & Utilities	Permanent power during construction shall be paid for by the Owner directly to the utility provider. The GMP is based on utilizing existing utility services available at the site for temporary construction utilities.
9	00	Staff Billing	Staff costs shall be paid in 12 equal and consecutive payments starting with the first pay application.
10	00	Escalation Contingency	The GMP includes an Escalation Contingency as a result of the current market conditions experiencing significant inflation. Should actual cost escalations exceed the contingency amount, they shall be funded by construction contingency, other available GMP budget if any, and/or by Owner change order.
11	00	Allowances	Allowances have been included in the GMP for certain elements where a complete design has not been provided. Should actual costs of the allowance items exceed the allowance amount, then either the design will be modified to meet the allowance amount, or the additional costs will be funded by construction contingency, other available GMP budget if any, and/or by Owner change order. Refer to Allowance Log for details of allowances.
12	00	Material Storage	As a result of worldwide supply chain disruptions as a result of the pandemic and current market demand, the Owner shall fund any deposits required by material suppliers if encountered. Additionally, offsite stored materials shall be allowed and paid for by the Owner as if the materials were stored onsite if necessary to ensure materials are available in order to meet the construction schedule.
13	00	Kitchens	GMP only includes (11) kitchens. Kitchens included are: 205, 206, 211, 212, 215, 216, 217, 218, 219, 220, 221.
14	00	Substantial Completion	Substantial completion shall be achieved within (12) months from receiving all permits. Additionally, substantial completion is subject to equipment and material availability.
15	08	Doors	GMP includes doors sizes as 3'x7'. Hollow metal, 1-3/4 impact flush, 18GA. Frames: Hollow metal drywall knock-down.
16	08	Hardware	GMP includes \$500 for each set of hardware per door. Q-30.
17	08	Roll-up Doors	GMP includes all roll-up doors as manual operated. Color- Gray
18	08	Windows	GMP includes budget of \$1,500 for the drive-thru window. Additional details and specifications need to be provided.
19	10	Signage- Rooms	Budget amount of \$6,240 was provided in the proposal. Additional details and specifications need to be provided.
20	10	Signage- Marque	GMP does not include any marque or site signage.
21	10	Fire Extinguisher	Budget amount of \$4,500 was provided for a quantity of (9) fire extinguishers in the proposal. Final count to be determined by local inspector.
22	11	Appliances	All appliances shall be furnished by the Owner.
23	11	Food Service	GMP does not include any food service equipment. Including but not limited to: food service equipment, stainless steel counters and shelving, hoods, exhaust fans for hoods, ansul systems for hoods or equipment, ductwork for hoods, sinks in food service area, sinks in the kitchens, fire extinguisher in kitchen area, freezers/coolers.
24	12	Planters	The GMP does not include any planters.
25	12	Site Furnishings	All site furnishings shall be furnished and installed by the Owner.
26	12	Clocks	All clocks shall be furnished and installed by the Owner.
27	14	Elevator	GMP includes a 3500 lb. capacity elevator.
28	21	Fire Pumps	GMP does not include any fire pumps as none are shown on the drawings.
29	22	Gas	Owner is responsible for contracting directly with gas supplier. Gas supplier will need to cap the existing service and provide new service to the new building.
30	27	Low Voltage	GMP does not include any low voltage systems. Including but not limited to: data, phone, security, access control, audio, or TV.
31			
32			
33			
34			
35			
36			
37			

Oceana Coffee
New Construction
THE MORGANTI GROUP INC.

SECTION- 13
3/9/2023
FINAL

STAFFING

ITEM #	POSITION OR TITLE OF STAFF	UTILIZATION RATE	QTY IN MONTHS	UNIT PRICE	TOTAL LABOR	BURDEN RATE	TOTAL RATE
Contruction							
1	Morganti- Executive	0.05	12.00	\$ 16,500	\$ 9,900	1.4200	\$ 14,058.00
2	Morganti- Sr. Project Manager	0.00	12.00	\$ 11,700	\$ -	1.4200	\$ -
3	Morganti- Project Manager	0.50	12.00	\$ 11,700	\$ 70,200	1.4200	\$ 99,684.00
4	Morganti- Asst. Project Manager	0.00	12.00	\$ 7,500	\$ -	1.4200	\$ -
5	Morganti- Lead Superintendent	1.00	12.00	\$ 11,700	\$ 140,400	1.4200	\$ 199,368.00
6	Morganti- Superintendent #2	0.00	12.00	\$ 11,700	\$ -	1.4200	\$ -
8	Morganti- Project Administrator	0.50	12.00	\$ 6,000	\$ 36,000	1.4200	\$ 51,120.00
SUBTOTAL:							\$ 364,230.00
Close Out							
1	Morganti- Executive	0.05	1.00	\$ 16,500	\$ 825	1.4200	\$ 1,171.50
2	Morganti- Project Manager	0.50	1.00	\$ 11,700	\$ 5,850	1.4200	\$ 8,307.00
3	Morganti- Superintendent #1	0.50	1.00	\$ 11,700	\$ 5,850	1.4200	\$ 8,307.00
4	Morganti- Project Administrator	0.50	1.00	\$ 6,000	\$ 3,000	1.4200	\$ 4,260.00
SUBTOTAL:							\$ 22,045.50
TOTAL STAFF COST:							\$ 386,275.50

One A Architecture
Lake Park Kitchens AKA Oceana Coffee

List of Drawings
March 2023

Permit - DRAWING LOG

10/5/2021					<u>SUBSOIL INVESTIGATION REPORT</u>	<u>TITLE</u>
X					Federal Engineering & Testing, Inc.	Subsoil Investigation Report. Project: Proposed 2-Story Building. Address: 131 10 th Street, Lake Park, FL 33403

Permit Set Drawings: 09/20/22	Addendum 08: 11/21/22				<u>GENERAL</u>	<u>TITLE</u>
X					T-001	COVER SHEET
X					T-002	INDEX OF DRAWINGS

Permit Set Drawings: 09/20/22	Addendum 08: 11/21/22				<u>BOUNDARY & TOPOGRAPHIC SURVEY</u>	<u>TITLE</u>
X					SHEET 1 OF 1	LOTS 19-30, BLOCK 79

Permit Set Drawings: 09/20/22	Addendum 08: 11/21/22				<u>PAVING, GRADING & DRAINAGE PLANS</u>	<u>TITLE</u>
X					PCS-1	COVER SHEET
X					PD-1	PAVING, GRADING & DRAINAGE SITE PLAN
X					PD-2	PAVING, GRADING & DRAINAGE DETAILS
X					PD-3	PAVING, GRADING & DRAINAGE DETAILS
X					SM-1	SIGNING & MARKING PLAN

One A Architecture
Lake Park Kitchens AKA Oceana Coffee

List of Drawings
March 2023

X					SWPP-1	STORMWATER POLLUTION PREVENTION
X					SWPP-2	N.P.D.E.S. NOTES
X					SWPP-3	EROSION CONTROL DETAILS

Permit Set Drawings: 09/20/22	Addendum 08: 11/21/22				<u>WATER & SEWER PLANS</u>	<u>TITLE</u>
X					WCS-1	COVER SHEET
X					WS-1	SITE PLAN
X					WS-2	DETAILS
X					WS-3	DETAILS

Permit Set Drawings: 09/20/22	Addendum 08: 11/21/22				<u>LANDSCAPE</u>	<u>TITLE</u>
X					L-200	TREE DISPOSITION PLAN AND TABLE
X					L-210	LANDSCAPE PLAN
X					L-210A	ROOF DECK LANDSCAPE PLAN
X					L-211	LANDSCAPE PLAN AND DETAILS
X					L-300	IRRIGATION PLAN
X					L-300A	ROOF DECK IRRIGATION PLAN
X					L-301	IRRIGATION DETAILS
X					L-302	IRRIGATION NOTES

Permit Set Drawings: 09/20/22	Addendum 08: 11/21/22	VE Option: Email from One A 02/15/23			<u>ARCHITECTURE</u>	<u>TITLE</u>
X	X				AS-001	DEMO PLAN
X					AS-100	SITE PLAN
X	X				LS-101	FIRST FLOOR LIFE SAFETY PLAN
	X				LS-102	SECOND FLOOR LIFE SAFETY PLAN
	X				LS-103	ROOF LIFE SAFETY PLAN
X	X	X			A-101	FIRST FLOOR
X	X	X			A-102	SECOND FLOOR

One A Architecture
Lake Park Kitchens AKA Oceana Coffee

List of Drawings
March 2023

X	X	X		A-103	ROOF
X	X			A-201	EXTERIOR ELEVATIONS
X	X			A-301	ENLARGED RESTROOM PLAN AND INT. ELEVATIONS
X				A-401	FIRST FLOOR REFLECTED CEILING PLAN
X	X			A-402	SECOND FLOOR REFLECTED CEILING PLAN
X	X			A-501	ENLARGED STAIR #1 AND #2
X				A-502	HANDRAIL, GUARDRAIL DET.
X	X			A-503	ENLARGED ELEVATOR PLANS & SECTION
X	X			A-601	BUILDING SECTIONS
X	X			A-602	BUILDING WALL SECTIONS
X				A-701	WALL TYPES
X				A-702	ROOFING DETAILS
X	X			A-801	DOOR AND FINISH SCHEDULES
X				A-802	DOOR JAMB DETAILS
X				A-803	STOREFRONT AND WINDOW ELEV. AND SCHEDULE

Permit Set Drawings: 09/20/22	Addendum 08: 11/21/22	VE Option: Email from One A 02/15/23		<u>STRUCTURAL</u>	<u>TITLE</u>
	X			S0.0	GENERAL NOTES
X	X			S0.1	GENERAL NOTES & WIND PRESSURES
X	X			S1.0	FOUNDATION PLAN
X	X			S1.1	SECOND FLOOR PLAN
X	X			S1.2	ROOF & HIGH ROOF PLAN
X	X			S2.0	SECTIONS & DETAILS
X	X			S3.0	SECTIONS & DETAILS
X	X			S3.1	SECTIONS & DETAILS
X	X			S4.0	SCHEDULES & GENERAL NOTES

Permit Set Drawings: 09/20/22	Addendum 08: 11/21/22	VE Option: Email from One A 02/15/23		<u>MECHANICAL</u>	<u>TITLE</u>
X				M-1	GENERAL NOTES AND LEGEND
X				M-2	SCHEDULES
X	X			M-3	SCHEDULES

One A Architecture
Lake Park Kitchens AKA Oceana Coffee

List of Drawings
March 2023

X				M-4	FIRST FLOOR PLAN
X				M-5	SECOND FLOOR PLAN
X	X			M-6	ROOF PLAN
X				M-7	DETAILS
X				M-8	DETAILS
X				M-9	DETAILS
X				M-10	SPECIFICATIONS
X				M-11	SPECIFICATIONS

Permit Set Drawings: 09/20/22	Addendum 08: 11/21/22				HOOD	TITLES
X					AFS-1	GREASE HOOD ITEM 50
X					AFS-2	GREASE HOOD ITEM 100
X					AFS-3	GREASE HOOD ITEM 200
X					AFS-4	GREASE EXHAUST FAN DETAILS
X					AFS-5	TEMPERED MUA DETAILS KSF-50-100
X					AFS-6	TEMPERED MUA DETAILS KSF-200
X					AFS-7	VARIABLE VOLUME CONTROLS ITEM 50 &100
X					AFS-8	VARIABLE VOLUME CONTROLS ITEM 200

Permit Set Drawings: 09/20/22	Addendum 08: 11/21/22	VE Option: Email from One A 02/15/23			ELECTRICAL	TITLES
X					E-1	NOTES, INDEX, AND LEGEND
X					E-2	ELECTRICAL SCHEDULES
X					E-3	ELECTRICAL SITE PLAN
X					E-4	FIRST FLOOR LIGHTING PLAN
X					E-5	SECOND FLOR LIGHTING PLAN
X					E-6	FIRST FLOOR POWER PLAN
X	X				E-7	SECOND FLOOR POWER PLAN
X					E-8	FIRST FLOOR SYSTEMS PLAN
X					E-9	SECOND FLOOR SYSTEMS PLAN
X					E-10	ENLARGED SMALL KITCHEN PLAN
X					E-11	ENLARGED LARGE KITCHEN PLAN
X					E-12	ENLARGED RETAIL KTICHEN PLAN

One A Architecture
Lake Park Kitchens AKA Oceana Coffee

List of Drawings
March 2023

X	X			E-13	ELECTRICAL ROOF PLAN
X				E-14	ON-LINE DIAGRAM
X				E-15	LIGHTING CONTROL RISER DIAGRAM
X				E-16	FIRE ALARM RISER DIAGRAM
X				E-17	COMMUNICATIONS RISER DIAGRAM
X	X	X		E-18	PANEL BOARD SCHEDULES
X				E-19	PANEL BOARD SCHEDULES
X				E-20	DETAILS
X				E-21	DETAILS
X				E-22	SPECS.
X				E-23	SPECS.
X				E-24	SPECS.

Permit Set Drawings: 09/20/22	Addendum 08: 11/21/22	VE Option: Email from One A 02/15/23		<u>PLUMBING</u>	<u>TITLE</u>
X				P-1	LEGEND & GENERAL NOTES
X	X			P-2	SCHEDULE
X	X			P-3	FIRST FLOOR PLAN
X	X			P-4	SECOND FLOOR PLAN
X	X	X		P-5	ROOF PLAN
X		X		P-6	ENLARGED PLAN
X				P-7	ENLARGES PLAN
X				P-8	RISER
X				P-9	RISER
X				P-10	DETAILS
X	X			P-11	DETAILS
X				P-12	SPECS.
X				P-13	SPECS.
X				P-14	SPECS.

Permit Set Drawings: 09/20/22	Addendum 08: 11/21/22	VE Option: 02/16/23			<u>FIRE PROTECTION</u>	<u>TITLE</u>
X					FP-1	LEGEND & GENERAL NOTES
X					FP-2	FIRST FLOOR
X					FP-3	SECOND FLOOR

One A Architecture
Lake Park Kitchens AKA Oceana Coffee

List of Drawings
March 2023

X					FP-4	ROOF PLAN
X					FP-5	DETAILS
X					FP-6	DETAILS
X					FP-7	SPECS.

Permit Set Drawings: 09/20/22					<u>KITCHEN DRAWINGS</u>	<u>TITLE</u>
X					COV.	COVER SHEET
X					K1-1.0	OVERALL EQUIPMENT PLAN
X					K1-1.1	1 ST FLOOR EQUIPMENT PLAN & SCHEDULE
X					K1-1.2	2 ND FLOOR EQUIPMENT PLAN
X					K1-1.3	2 ND FLOOR EQUIPMENT SCHEDULE
X					K1-2.0	ELECTRICAL PLAN
X					K1-3.0	PLUMBING PLAN
X					K1-4.0	SPECIAL CONDITIONS PLAN
X					K1-5.0	ELEVATIONS
X					K1-5.1	ELEVATIONS

OCEANA COFFEE™

Item 3.



THE WAY TO GOOD COFFEE





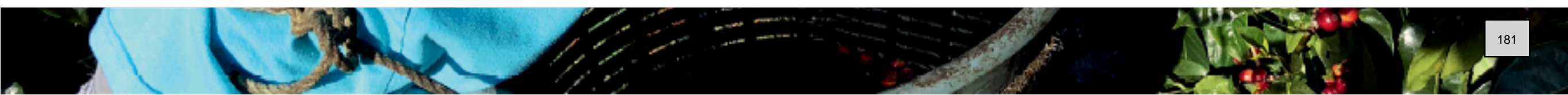
TOP 5% OF BEANS
GROWN AT HIGH ALTITUDE





HAND PICKED

SUSTAINABLE, DIRECT TRADE





FRESH ROASTED

IN SMALL BATCHES





PRECISION FROM FARM TO CUP



AWARD WINNING
THE WAY TO GOOD COFFEE



United States
of America

Congressional Record

PROCEEDINGS AND DEBATES OF THE 116th CONGRESS, FIRST SESSION

Vol. 165

WASHINGTON, THURSDAY, JANUARY 10, 2019

No. 5

Senate

RECOGNIZING OCEANA COFFEE ROASTERS

Mr. RUBIO, Mr. President, I wish to recognize the first Small Business of the Week of the 116th

winner for the Golden Bean North America Award, which is the world's largest coffee roaster

CONGRESSIONAL AWARD
SMALL BUSINESS OF THE YEAR 2019

As Chairman of the Senate Committee on Small Business and Entrepreneurship, it is my pleasure to recognize Oceana Coffee Roasters as this year's

a second location... increasing e-commerce sales and direct shipments to reach approximately 100 wholesale customers. The Angeles are committed to their community



Florida Made Women Owned
Oceana Coffee is a woman owned
business that supports the community
through their Cup of Kindness program.

CERTIFIED BUSINESS
WOMAN OWNED SMALL BUSINESS ENTITY

OVER \$4,000
DONATED TO LOCAL
CHARITIES SINCE 2018



COMMUNITY MINDED
OCEANA COFFEE'S CUP OF KINDNESS



**OCEANA
COFFEE™**
the way to good coffee

**WHOLE BEAN
SINGLE ORIGIN
COFFEE**
12 OZ. BAGS GROCERY



**COLD BREW
COFFEE**
Nitrogen Infused



**K-CUPS
SINGLE ORIGIN
COFFEE** (12 Pack)



**WHOLE BEAN
SINGLE ORIGIN
COFFEE** (5 Lb. Bag)



OUR PRODUCTS

Amazon Prime

☐ prime

Department

Grocery & Gourmet Food

Roasted Coffee Beans

[See All 9 Departments](#)

Avg. Customer Review

★★★★★ & Up

★★★★★ & Up

★★★★★ & Up

★★★★★ & Up

Specialty Food Type

☐ Single-Origin

International Shipping

☐ International Shipping Eligible

Condition

New

Used

OCEANA COFFEE Coffee Sumatra
Tana Karo Whole Bean, 12 OZ

★★★★★ ~12

\$18⁹⁵ (\$1.58/Ounce)

FREE Shipping

Only 13 left in stock - order soon.

Amazon's Choice

OCEANA COFFEE Coffee Mexico
Jaltenango Whole Bean, 12 OZ

★★★★★ ~11

\$19⁹⁵ (\$1.66/Ounce)

FREE Shipping

Only 11 left in stock - order soon.

Brazil Medium Roast - Single Origin
Whole Bean 12oz

★★★★★ ~6

\$18⁹⁵ (\$1.58/Ounce)

FREE Shipping

Only 15 left in stock - order soon.

Costa Rica Medium Roast Whole
Bean 12oz

★★★★★ ~8

\$19⁹⁵ (\$1.66/Ounce)

FREE Shipping

Only 16 left in stock - order soon.

OCEANA COFFEE Coffee Brazil Kcup,
12 CT

★★★★★ ~1

OCEANA COFFEE Coffee Sumatra
Kcup, 12 CT\$19⁹⁵ (\$1.66/Count)OCEANA COFFEE Coffee Guatemala
Huehuetenango Whole Bean, 12 OZ

★★★★★ ~5

OCEANA COFFEE Coffee Mexico
Kcup, 12 CT\$19⁹⁵ (\$1.66/Count)

AMAZON

CONSISTENT 4.5-5 STAR REVIEWS



BRAZIL

Coming from the Cerrado Region of Brazil where the rich soil and great weather give this coffee a smooth and nutty flavor with a hint of caramel.

IDEAL FOR: Drip, Espresso, Pour Over, French Press
ROAST LEVEL: Medium



COLOMBIA

Huila is home to many small sustainable family farms. This coffee is grown among the rainforest in Colombia, giving it balanced flavors of sweet citrus and grape.

IDEAL FOR: Pour Over, Drip
ROAST LEVEL: Medium



MEXICO

The colorful lifestyle of Mexico infuses these beans with an essence of chocolate and hints of cherry for a balanced and delicious cup.

IDEAL FOR: Drip, French Press, Pour Over, Cold Brew
ROAST LEVEL: Medium



DECAF

This coffee may lack caffeine but not flavor. Featuring beans with a combination of dried fruit sweetness with velvety chocolate notes that please the Caffeinated Palate

IDEAL FOR: Drip, French Press, Pour Over, Espresso
ROAST LEVEL: Medium Dark



Item 3.

	SRP	UNIT COST	CASE COST	PROMO	SPECIAL PRICE
BRAZIL					
COLOMBIA					
MEXICO					
DECAF					

GROCERY PRICING

AND PROMOTIONAL OFFERINGS



BRAZIL

Coming from the Cerrado Region of Brazil where the rich soil and great weather give this coffee a smooth and nutty flavor with a hint of caramel.

IDEAL FOR: Drip, Espresso, Pour Over, French Press
ROAST LEVEL: Medium



COLOMBIA

Huila is home to many small sustainable family farms. This coffee is grown among the rainforest in Colombia, giving it balanced flavors of sweet citrus and grape.

IDEAL FOR: Pour Over, Drip
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DECAF

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IDEAL FOR: Drip, French Press, Pour Over, Espresso
ROAST LEVEL: Medium Dark



5 LB BULK	UNIT COST	PER LB	CASE COST	COST PER CUP
BRAZIL				
COLOMBIA				
MEXICO				
DECAF				

FOOD SERVICE PRICING

5 LB BULK SIZES

HOTEL & HOSPITALITY



Canopy by Hilton

FOOD SERVICE



GROCERY & RETAIL



ALL FL. WHOLEFOODS

Earth Fare



ONGOING PARTNERSHIPS
JUST TO NAME A FEW...

Instagram

oceanacoffee [Edit Profile](#)

264 posts 12.1k followers 1,028 following

Oceana Coffee
 Award winning coffee roaster based out of South Florida 🏆
 Let us show you the way to good coffee ☕
 Tequesta, Florida
 PLEASE VOTE!
bit.ly/2Jwglwl

EVENTS

Uoc...

Cup...

Wh...

Mar...

POSTS

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SAVED

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Oceana Coffee

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Page Inbox 7 Events Notificati... 17 Insights Publishin... More ▾ Settings Help ▾

Oceana Coffee ✓
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 Community
 Videos
 About
 Menu
 Info and Ads
 Promote
 Manage Promotions 1

Liked ▾ Following ▾ Share ...

[Shop Now](#)

Friends and Oceana Coffee

 + 267

Scotty Angelo, Amy Duell and 271 other friends like or have visited Oceana Coffee.

[See All](#)

Friends' posts at Oceana Coffee

Linda Leathart was ☕ drinking coffee at **Oceana Coffee**.
 21 hrs · Tequesta · 📍

Great catch up and Cappucino with Amy Angelo

3,852 Total Likes 3,997 Total Follows

Invite your friends to like Oc...

[Invite](#)
[Invite](#)
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reviews oceana coffee

← Rating ▾ Hours ▾ Your past visits ▾

Oceana Coffee Roasters

4.5 ★★★★★ (78) · Coffee shop

221, 1, 2722, Old Dixie Hwy

Breakfast · Fast service · Cozy



Oceana Coffee Cafe

4.7 ★★★★★ (106) · Coffee shop

150 US-1 #1

Live performances · Breakfast · Outdoor seating



Item 3.

yelp Find tacos, cheap dinner, Max's Near San Francisco, CA



Restaurants ▾ Home Services ▾ Auto Services ▾ More ▾

Oceana Coffee

Claimed

★★★★★ 70 reviews [Details](#)

\$\$ · Coffee Roasteries [Edit](#)

221 Old Dixie Hwy
Ste 1
Tequesta, FL 33469

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Oceana Coffee

Claimed

★★★★★ 49 reviews #1 of 2 Coffee & Tea in Tequesta \$5 - \$\$\$, Cafe

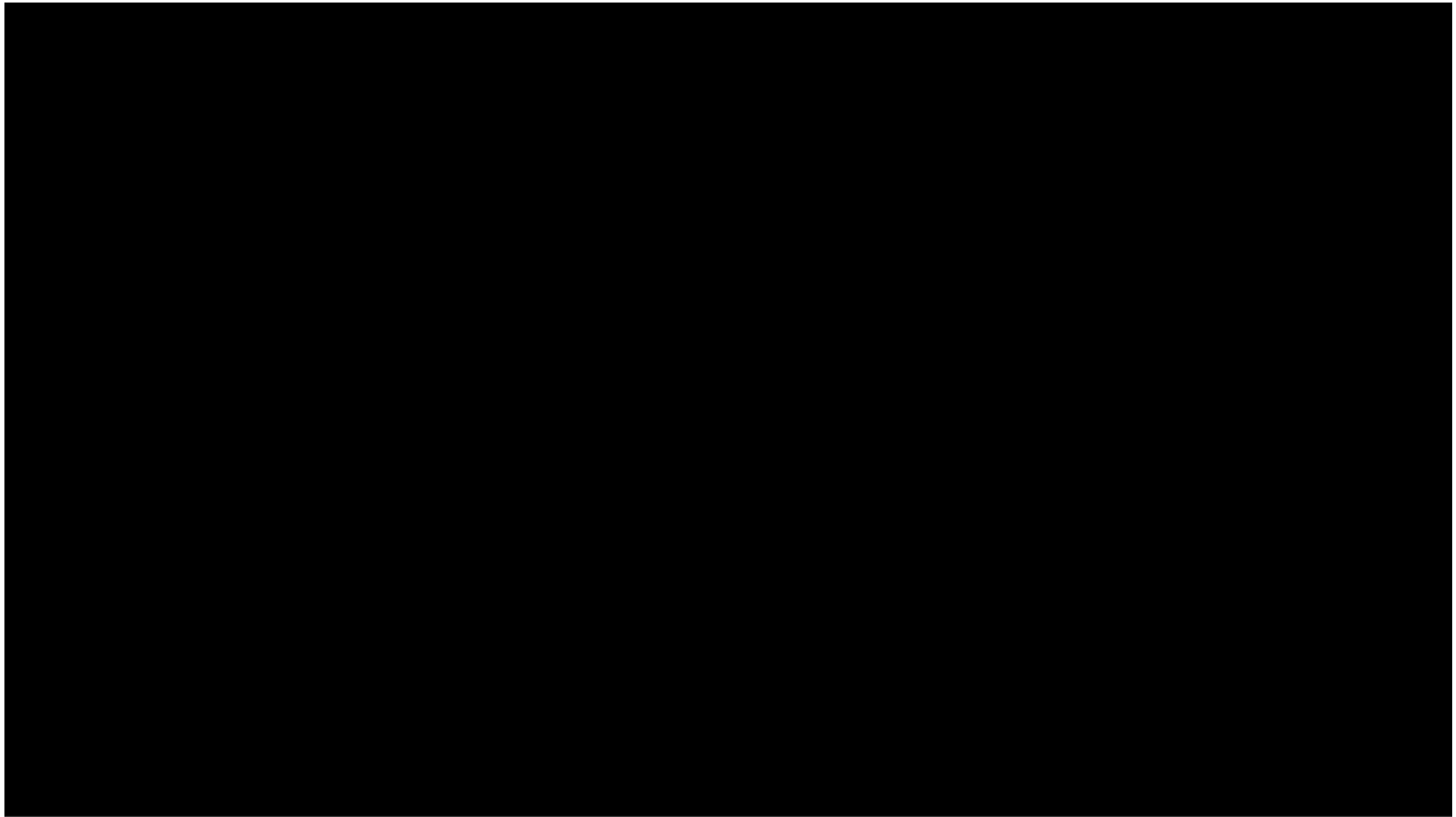
221 Old Dixie Hwy Ste 1, Suite 1, Tequesta, FL 33469-2722 +1 561-401-2453 [Website](#) [Menu](#)

Open Now: 7:00 AM - 6:00 PM

[All photos \(4\)](#)

REVIEWS



WHO IS OCEANA COFFEE?
PRESS PLAY FOR A SHORT VIDEO....

OUR AWARDS



Compak Golden Bean Competition
2015, Gold, Silver and Bronze Medal Winner



Compak Golden Bean Competition
2016 Overall Champion, Gold Medal Winner



Australian International Coffee Awards
2016 Bronze Medal Winner for 2 espresso blends

Australian International Coffee Awards
2017 Silver Medal Winner for 2 espresso blends



More About Our Wholesale Process

Oceana Coffee is a small-batch coffee roaster with a large-scale wholesale business. In 2016, we roasted over 45,000 lbs of coffee, and currently work with over 60 wholesale customers. To ensure fresh coffee, we deliver in small batches, once a week. Our customers can create a blend or select one of our seasonal favorites, and our experts will make on-site visits to help staff and customers better understand our products.



OCEANA COFFEE™

AWARD WINNING...

- 2019 Congressional Small Business Award- Senator Marco Rubio
- 2018 Runner-up Overall Champs Golden Bean North America
- 2016 Overall Champions Golden Bean North America
- 2015 Golden Bean Gold Medalist, Silver and 2 Bronze
- 2016- 2 time medal winner, Australian Coffee Awards
- 2016 Small Business of the Year, Palm Beach North Chamber
- 2014 Accepted into SWOT 224, Palm Beach chapter of SCORE
- 2017-Xcelerate Wellington Champs- Entrepreneur challenge
- 2016 Best of Palm Beach Award- Palm Beach Illustrated
- Multiple high scoring coffees with Coffee Review

It has never been easier to have an award winning coffee on supermarket shelves or in dining establishments around the country.

Item 3.

Oceana Coffee is a woman owned business born in Palm Beach County, Florida. At Oceana Coffee we are driven to source the world's best coffee beans, roast them to perfection, and put them on the world stage of coffee at competitions around the globe. Our Brazil, Colombia, and Mexico are real crowd pleasers and all very popular with our customers. We are also recommending a decaf because there seems to be a lack or great award winning decafs available. Our decaf wins us consistent medals in every competition we enter it into and the population that needs a decaffeinated coffee deserves a great one!



SUMMARY

Introducing

Commercial Kitchens



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SPECIAL**
flavour

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NOW!**



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- GOOD SERVICE
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- FAST DELIVERY
- COME QUICKLY
- COMFORTABLE




Commercial kitchens are great for Communities...

Commercial kitchens offer a space for all types of food businesses to get started or scale their existing business.



Commercial kitchens...

ARE NOT COMMUNITY KITCHENS

Community kitchens are great but very different to a commercial kitchen facility.

The great thing about this facility is several non-profit groups could operate out of this commercial kitchen to fulfill the needs of their locals in need at a much lower cost than owning their own facility potentially.



Kitchen Layout

Proposed Plans

10 x Micro Kitchens=10 businesses & a minimum of 20 jobs

3 x Larger shared kitchen facilities = 40-75 businesses using the facility based on on hourly membership basis. Minimum of 2 jobs per business = 80-150 jobs

Education Opportunities

Culinary education:

Cooking classes

Nutritional education

Business education:

-Marketing

-Small Business management

-Cost analysis & Business plan support

-Short term labor solutions

Valuable local partnerships with:

-SCORE

-Department of Economic Opportunity- Palm Beach County

-Tourism & Development





Item 3.

A Taste of Palm Beach County

This site also offers the unique opportunity for tenants and members of the commercial kitchens to showcase their products and offer them for sale in a grab and go set up or a curbside pick up option.



203



Commercial kitchens offer a space to incubate new business.



Commercial kitchens allow for scalability for exiting businesses.



Commercial kitchens create jobs!



Commercial kitchens are geared to grow with technology and the needs of future food businesses.



FLORIDA CANNING CO. LLC



Business Plan

Prepared for: Lake Park CRA Board

Prepared by: Amy Angelo

April 9, 2023

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EXECUTIVE SUMMARY

Objective

Florida Canning Co. LLC will be the premier and only permanent canning facility in Palm Beach County. With our new state of the art permanent facility we will be able to support a growing craft beverage movement that is sweeping the nation and growing quickly here in Palm Beach County. This facility will support many businesses that are already established in South Florida to scale their existing business models and expand their product offerings. The availability for this canning line to support other beverage manufacturers will help expand this market here in Palm Beach County with new businesses starting and expanding to the area.

Mission

Florida Canning will be an all in one solution for beverage companies looking to safely prepare their beverages in a can at scale.

Process

Beverages can be transported to the facility ready to can. White label production of cold brew coffee, nitro tea, and various flavored and carbonated waters can be prepared in house for a complete white label canning solution. Coffee roasters can have their own coffee made into cold brew using their coffee and specified recipes. Alternatively coffee can be sourced from local, award winning coffee roaster Oceana Coffee, to make cold brew or canned coffee beverages.

Services offered

Canned specialty beverages, logistics, white labeling, contract canning, and distribution.

PRODUCT DESCRIPTIONS

COLD BREW COFFEE

Ready to drink cold brew coffee



BEER & WINE

With the growth of the craft beer scene here in South Florida there are many breweries using a mobile canning company which is expensive and labor intensive. Florida Canning Co. will offer a more cost effective approach with a full service model to assist in the canning process and ultimately distribution of the products and cold storage.

CRAFT COCKTAILS

With many distilleries emerging and the pandemic limiting the availability to visit a bar, the craft canned cocktail is primed to be a huge success. These beverages will be available for home delivery through local liquor stores and online delivery services.

Cold Produced/Brewed
No Preservatives
Natural Energy Drink
Convenient
Ready to Drink
No Additives
Zero Calories, Gluten Free!
Nitro Infused
Extremely Smooth
Low Acidity
Silky Mouthfeel
Naturally Sweet

Florida Made Women Owned
Oceana Coffee is a woman owned business that supports the community through their Cup of Kindness program.



TEA AND OTHER INNOVATIVE BEVERAGES

Oceana Coffee will utilize the canning line for nitro tea and canned turmeric and chai lattes.

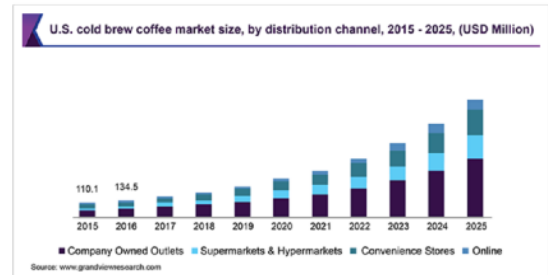
CANNED WATER

Canned water and flavored sparkling waters represent a global market value of \$24 Billion. The continued growth of this market year over year is a promising area for the company to distribute their own canned water products

MARKET ANALYSIS

The beverage industry has seen a rise in the variety of canned beverages available globally. Beverage Cans Market size is estimated to reach \$17.24bn by 2025, growing at a CAGR of 4.9%. The increased demand for beverages to be stored at low temperatures is driving the usage of canned beverages as they help in storing the drinks at low temperatures retaining flavor profiles and freshness. The rise in health concerns among people wishing to avoid plastic containers as they are harmful and non-bio-degradable is driving the usage of beverage cans market during the forecast period 2020-2025.

The global cold brew coffee market size was valued at USD 339.7 million in 2018 and is expected to register a CAGR of 25.1% from 2019 to 2025.



Non-espresso-based gourmet coffee consumption is trending up, driven by cold brew coffee

**This data is sourced from the NCA (National Coffee Association USA) 2020 National Coffee Data Trends*

In 2017, a new coffee segment was added to the NCDT study: non-espresso-based beverages. This recognized the emergence of gourmet coffee-based beverages that are not necessarily espresso-based. Included in this segment are frozen blended coffee, cold brew coffee (not traditional iced coffee -made by steeping coffee in cold water for several hours) and nitro coffee (sometimes called draft) –iced or cold brew coffee infused with nitrogen. In 2020, past-day penetration of this segment is 12%, a 2-point increase vs. 2017.

Within the NEBB segment, cold brew coffee consumption sees the most noticeable growth. Compared to 2016, past-week cold brew consumption has increased by 5 points, from 8% to 13%. The other types of NEBB, including frozen blended and nitro coffee, have remained stable in the last 5 years, now sitting at 14% for frozen blended coffee and 5% for nitro coffee.

Similar to 2019, the NEBB segment skews younger (aged under 40). By ethnicity, consumption of NEBB is driven by Hispanic- and Asian-Americans, same as EBB.

Attitudes towards Cold brew and RTD remain consistently strong vs. 2019



In 2019, new sections on cold brew coffee and Ready-to-Drink (RTD) coffee were added to NCDT tracking study. These questions were added to better understand the perceptions of cold brew & RTD and to complement the behavioral data collected. In 2020, these questions continue to be monitored.



Similar to 2019, awareness of cold brew coffee is high, with nearly 80% of Americans 18+ having heard of cold brew coffee. One-in-five claim to drink cold brew coffee regularly or occasionally. (Past-week penetration of cold brew is 12%.) Cold brew consumption skews younger (under 40 years old).



Awareness and penetration of RTD coffee is also consistent with 2019: 88% are aware and 29% drinking regularly or occasionally. Again, consumption of RTD skews younger (under 40 years old).



Overall opinions of the two types of coffee are also similar: about one-third perceive them as excellent/very good, another one-third say good, and the remaining one-third say fair/poor.

COMPETITION

Competition in the canning space in South Florida

PROPRIETARY RESEARCH -This mobile canning operation has over 50 locations nationwide. Most of them are mobile units which visit breweries and roasteries to can their beverages on site. There is currently one unit that services South Florida, they are operating 7 days a week and visit multiple sites per day to service the craft beverage market here in South Florida. The process is expensive and requires involvement from the brewery or coffee roaster to assist in the process of taking the cans off the line. The minimum run is 1 pallet of canned beverage or 14 barrels of liquid product (31 gallons= 1 barrel)

There are two other large canning operations in Florida, one in Tampa and Miami with large minimums

TARGET MARKET

CUSTOMERS

Our customers will include beverage companies looking to create canned specialty beverages. Craft beverage companies are booming in south florida. With many breweries and distilleries still opening and a growing number of coffee roasting companies starting there is an excellent customer base to work from here in Palm Beach County as a central point of distribution for the state of Florida and the South East.

As a start-up this list contains current relationships that have needs for utilizing a canning line and will become customers.

COFFEE COMPANIES

Oceana Coffee

Oceana Coffee had been canning their own product with a co-packer in New Mexico and shipping to Florida. A relationship with Florida Canning Co. LLC will allow Oceana Coffee to scale their existing ready to drink (RTD) business and help them secure shelf space in local and national grocery chains.

NDA PROTECTED CUSTOMER

----- utilized the same canning facility in New Mexico and now finds themselves without a partner to continue their growth.

NDA PROTECTED CUSTOMER

---Coffee is a long time established award winning roaster in ---- looking to get started with their award winning coffee in a ready to drink format.

NDA PROTECTED CUSTOMER

----- is located in Brooklyn, NY and has a large scale coffee business backing them with roots in Australia and worldwide with ----- coffee and tea. They are looking to get started in the RTD market.

NDA PROTECTED CUSTOMER

-----owns several specialty coffee shops in the Caribbean, as well as having ties with some resorts and casinos throughout the Caribbean where they distribute their fresh roasted coffee. A RTD product will enhance their product line and allow for further growth in the islands.

Customers continued....

NDA PROTECTED CUSTOMER

——— is currently using a mobile canning solution that is not effective for scaling their presence in the South Florida market and beyond. A relationship with Florida Canning Co. Will bring down their cost of goods and allow them to scale their business.

LARGE BEVERAGE MANUFACTURERS

Long time established company in the alternative milk space-NDA in place

Due to an NDA in place we cannot disclose the name of this business. This company is a long time established milk company with a strong foothold in the alternative milk space. They will be looking to can oat milk lattes for National Distribution.

MANAGEMENT SUMMARY

Scott Angelo will be the head brewer and operations manager of the canning line at Florida Canning Co. He is an award winning, specialty coffee roaster with past careers in Project Management and in Marine Engineering. Processes and systems are his specialty and passion (after coffee of course!). Scott oversees all of the roasting and production of the coffee, quality control, buying of green coffee, research and development of new products, packaging design and procurement, technical service for all coffee machines and production facility equipment, and also controls the Wholesale Logistics division and roaster training at Oceana Coffee. Being the talented roaster that he is, Scott can consistently produce high quality coffee of the highest caliber, and lead a team of people to provide the highest level of service when it comes to repair and maintenance of machines in the field. Scott is a Q grader, and holds multiple certifications with the SCA (Specialty Coffee Association). Scott has been the head judge for Golden Bean North America since 2017 and Golden Bean Australia for 2018 & 2019.

ASSUMPTIONS

First year will experience conservative growth with a modest list of existing customers and new customers waiting to launch a new product line in a can.

100% growth in year 2 with a sales team in place and new larger customers coming on line.

Assumptions:

Monthly Sales are based on the following units of measure:

Cans per case

Cases per pallet

Cans per pallet

Hours required to make a pallet

Sales Price per can

\$

Sales Price per case

\$

Sales Price per pallet

\$

Capacity of the canning line....



U.S. Small Business
Administration

U.S. Small Business Administration

AUTHORIZATION FOR DEBENTURE GUARANTEE (SBA 504 LOAN)

SBA Loan #	30309891-01
SBA Loan Name	Oceana Coffee
Approval Date	January 12, 2022

CDC:

Florida First Capital Finance Corporation
1351 N. Gadsden Street
Tallahassee, FL 32303

U. S. Small Business Administration (SBA):

South Florida District Office
51 SW 1st Avenue - Suite 201
Miami, FL 33131

SBA will guarantee, under the following terms and conditions, a 25 year Debenture ("Debenture") in the amount of \$536,000.00 to be issued by CDC and used to fund a 504 Loan ("the Loan") to assist:

Borrower: (EPC)

1. Wombat Holdings LLC
221 Old Dixie Highway, Suite #1
Tequesta, FL 33469-2722

Operating Company:

1. Oceana Logistics International, Inc dba
Oceana Coffee (Guarantor)
19001 SE Barus Drive
Tequesta, FL 33469-1603

A. PROJECT TO BE FINANCED

1. Project Property ("Project Property")

Debenture Proceeds will be used as part of the financing for:

- a. the purchase of real estate, located at 1301 10th Street, Unit 1, Lake Park, FL 33403-2034.
- b. the purchase and installation of equipment, located at 1301 10th Street, Unit 1, Lake Park, FL 33403-2034.

2. **Project Costs (“Project Costs”)** include:

a. Purchase Land	\$0.00
b. Purchase Land & Building	\$1,100,000.00
c. Construction/Remodeling.....	\$0.00
d. Purchase/Install Equipment.....	\$167,500.00
e. Purchase/Install Fixtures	\$0.00
f. Refinanced Debt—Loan from:	
Total Refinanced Debt.....	\$0.00
g. Professional Fees	\$28,000.00
h. Other Expenses	\$0.00
(construction contingencies, interim interest)	
i. TOTAL Project Cost	\$1,295,500.00

B. PROJECT FINANCING

1. **Debenture Proceeds:** Debenture Proceeds will be used to pay Administrative Costs and the final 40.00% of the total Project Cost. Prior to the Debenture sale, the CDC conducts a 504 Loan Closing ("504 Loan Closing"), and forwards copies of the closing documents to SBA. After review and approval, CDC forwards the closing documents for Debenture Sale. At or prior to the 504 Loan Closing, Borrower, Operating Company and CDC must sign a Servicing Agent Agreement certifying as to the actual use of the Debenture Proceeds and authorizing a Central Servicing Agent (“CSA”) to handle all disbursements and payments under the Debenture.

a. SBA/CDC Share: 40.00% of total Project Cost (“Net Debenture Proceeds”)		\$518,200.00
b. Administrative Costs (“Administrative Costs”)		
(1) SBA Guarantee Fee (a. x 0.005)		\$2,591.00
(2) Funding Fee (a. x 0.0025)		\$1,295.50
(3) CDC Processing Fee		
(i) CDC Processing Fee (a. x 0.015)	\$7,773.00	\$7,773.00
(4) Closing Costs		
(i) CDC Closing Fee (not to exceed \$2,500)	\$2,500.00	
(ii) Other Out of Pocket Closing Costs (excluding legal fees)	\$1,000.00	\$3,500.00
(5) Subtotal (b.1 through b.4)		\$15,159.50
(6) Underwriters Fee*		\$2,144.00
(7) Total (b.5 plus b.6)		\$17,303.50
c. Total Debenture Amount (“Gross Debenture Proceeds”) (a. Plus b.7, rounded up to next thousand)		\$536,000.00
d. Balance to Borrower (c. minus (a. plus b.7))		\$ 496.50

** Underwriters fee calculated as follows: For 20 year Debentures, the sum of a. and b.5 divided by 0.99600; round this number up to the next highest thousand; multiply this number by 0.00400. For 10 year Debentures, the sum of a. and b.5 divided by 0.99625; round this number up to the next highest thousand; multiply this number by 0.00375.*

- e. **Disbursement:** CDC must issue a Debenture. The Debenture proceeds must be disbursed no later than 48 months from the approval date of this Authorization, unless extended by proper SBA procedures. If no debenture is disbursed within 48 months, this loan authorization will be cancelled by SBA. Extensions beyond the 48 month period will not be available.
2. **Interim Financing (paid off by the Debenture):**
- a. **Interim Lender:** An interim loan in the total principal amount of \$518,200.00 will be provided by the following lender(s) ("Interim Lender"):
 - (1) Bank of Belle Glade in the principal amount of \$518,200.00.
 - b. **Application of Net Debenture Proceeds to Interim Loan:** Upon sale of the Debenture, the Net Debenture Proceeds (the portion of Debenture Proceeds that finance Project Cost) will be applied to pay off the balance of the interim loan. If the Interim Lender is also the Third Party Lender, this payment will reduce the total balance owed to Third Party Lender to the amount specified in Paragraph B.3.a. below.
 - c. **Required Certifications Before 504 Loan Closing:** Following completion of the Project, but no earlier than the 5th day of the month prior to the month in which the CDC submits this loan to SBA for debenture funding, CDC must cause Interim Lender to certify the amount of the interim loan disbursed, that the interim loan has been disbursed in reasonable compliance with this Authorization, and that it has no knowledge of any unremedied substantial adverse change in the condition of the Borrower and Operating Company since the date of the loan application to the Interim Lender.
3. **Permanent Third Party Lender Loan:**
- a. Bank of Belle Glade ("Third Party Lender") will provide permanent project financing in the amount of \$647,750.00 ("Third Party Lender Loan"). This amount is 50.00% of the total project cost.
 - b. The Third Party Lender's note and loan documents must not:
 - (1) allow future advances except advances made for the reasonable costs of collection, maintenance, and protection of the Third Party Lender's lien;
 - (2) be cross-collateralized with other financing provided by Third Party Lender;
 - (3) have an early call feature;
 - (4) be payable on demand unless the Third Party Lender's note is in default;
 - (5) have a term less than, or require a balloon payment prior to, ten years;
 - (6) have any cross-default, "deem-at-risk," or any other provisions which allow Third Party Lender to make demand prior to maturity unless the Loan is in default.
 - c. At or prior to 504 Loan Closing, Third Party Lender must execute a Third Party Lender Agreement that:
 - (1) Confirms that the Third Party Lender Loan has been fully advanced;
 - (2) Confirms that the Third Party Lender note and loan documents comply with paragraph b. above, or waives its right to enforce any provisions in the note and loan documents that do not comply with these SBA requirements;

- (3) Subordinates any prepayment penalties, late fees, and increased default interest to the CDC/SBA lien. Any advances made for the reasonable costs of collection, maintenance, and protection of the Third Party Lender's lien need not be subordinated;
 - (4) Waives as to the CDC/SBA lien any provisions in its lien instruments prohibiting further encumbrances;
 - (5) Third Party Lender will provide written notice to CDC and SBA of default within 30 days of any delinquency upon which Third Party Lender intends to take action, and 60 days notice prior to foreclosure; and
 - (6) Confirms no Third Party Lender shall establish a preference beyond its rights as a senior lender on the Third Party Loan without the prior written consent of CDC/SBA; and
 - (7) Confirms that the Third Party Lender Loan has a reasonable interest rate which does not and will not exceed the maximum interest rate for Third Party Loans from commercial financial institutions as published periodically by SBA in the Federal Register and in effect as of the date of this Agreement.
- d. **Third Party Lender Fee.** SBA must collect a one-time Third Party Lender Participation fee equal to 50 basis points on the Third Party Lender's participation in a project when the Third Party Lender is in a senior credit position to SBA on the project. SBA may accept payment of this fee from the Third Party Lender, the 504 borrower, or the CDC. This payment may be made to SBA by (1) the Third Party Lender sending to the CDC a certified check or guaranteed funds check made payable to the CSA, and CDC forwarding it to the CSA with the 504 Loan Closing documentation, or (2) the CDC may collect the fee and the CSA will deduct the amount of the fee from the amount sent to the CDC after Debenture sale.
4. **Borrower's Contribution** ("Borrower's Contribution"):
- a. At or prior to 504 Loan Closing, Borrower must contribute \$129,550.00 to the Project. This amount is 10.00% of the total project cost.
 - (1) Contribution may be in cash, land or other property acceptable to SBA;
 - (2) Contribution may come from Borrower's own resources, CDC, or another source;
 - (3) If any of the contribution is borrowed and secured by any of the Project Property, the resulting obligation must be expressly subordinate to the liens securing the Promissory Note ("Note") in favor of CDC and may not be repaid at a faster rate than the Note unless prior written approval is obtained from SBA. A copy of any debt instrument evidencing the obligation must be supplied to CDC at or prior to 504 Loan Closing.
 - b. **Costs in Excess of Project Cost:** Borrower must pay any costs in excess of the total Project Cost referred to in Paragraph A.2 which Borrower incurs in completing the Project.
 - c. **Closing Costs:** At or prior to 504 Loan Closing, Borrower must pay all closing costs, including but not limited to title insurance premiums, recording costs, and premiums for insurance required by this Authorization.
5. **Borrower's Fees** ("Borrower's Fees")—Borrower must pay:
- a. An ongoing guarantee fee equal to 0.2475 of one percent per annum of the principal balance of the Note calculated at five-year intervals beginning with the first payment. This guarantee fee will be made until the loan is terminated. It will be included with the payment on the Note made each month to the CSA.

- b. A servicing fee, as stated on the Servicing Agent Agreement at the time of 504 Loan Closing, calculated on the outstanding principal balance at five-year intervals. The fee will be included in the monthly loan installment paid to the CSA.
- c. A late fee of 5 percent of the late payment or \$100.00, whichever is greater, for payments received by the CSA after the 15th day of the month.

6. CDC Fee

- a. **Ongoing Guarantee Fee**—CDC must pay an ongoing guarantee fee equal to one-eighth of one percent per annum of the principal balance of the Note calculated on the balance outstanding at five-year intervals. It will be deducted from the servicing fee collected monthly by the CSA for the CDC. The CDC will retain a minimum servicing fee as required by SBA regulations and policies.

C. THE NOTE

At or prior to 504 Loan Closing, the Borrower must execute a Note in favor of CDC. The CDC must assign the Note to SBA. Borrower must make payments by Automated Clearinghouse (ACH) or wire transfer.

The Note and Debenture will include the following terms:

1. **Amount:** \$536,000.00
2. **Term:** 25 years
3. **Repayment Terms:** At the date the Debenture is sold, the interest rate will be set and the amount of the monthly principal and interest installment for the term of the Note and the semi-annual principal and interest installment for the term of the Debenture will be established.
4. **Prepayment:** If Borrower prepays during the first ten (10) years of the stated term, there will be a prepayment premium, calculated by applying a declining percentage of the Debenture interest rate to the outstanding principal balance of the Note. A schedule of the dollar amount of the premium will be provided after the sale of the Debenture.

The Borrower may prepay the Note or Lease in full. Partial prepayment is not allowed. Borrower must pay the sum of:

- a. all principal and interest payments, servicing-agent fees, and SBA guarantee fees up to and including the date of the next semi-annual debenture payment date;
- b. all CDC servicing fees that accrue before Borrower prepays;
- c. all late fees incurred before Borrower prepays;
- d. all expenses incurred by CDC for which Borrower is responsible;
- e. the balance owing on the Note as of the next semi-annual debenture payment date; and
- f. any prepayment premium required under the Note and Debenture.

To prepay, Borrower must give prior written notice to the CDC according to the terms of the Note.

D. COLLATERAL CONDITIONS

The Note must be secured by the following collateral. All collateral must be assigned to SBA. CDC must obtain a lien on 100% of the interests in the following collateral and properly perfect all lien positions:

1. **Second Mortgage (including due on sale clause, water rights, if any and assignment of rents) on land and improvements** located at 1301 10th Street, Unit 1, Lake Park, FL 33403-2034. This property is commercial.
 - a. Subject only to prior lien(s) as follows:
 - (1) First: Bank of Belle Glade in the amount of \$647,750.00
 - b. Prior open ended lien(s) closed in writing according to applicable state law. Revolving line(s) of credit limited in writing to the amount stated.
 - c. Evidence of title and priority of lien must be based upon:
 - (1) ALTA Loan Policy, insuring CDC and assigns, in the amount of \$536,000.00, policy to be without standard exceptions ('extended ALTA').
 - d. CDC must obtain in recordable form written subordination agreements from any tenants occupying any of the Project real property required as collateral. Appropriate subordination language may be included in the Lease as an alternative.
 - e. At the time of Closing, either:
 - (1) there must be no contractor's, mechanic's or materialman's lien on the Property, including a lien which might possibly be filed after Closing, which would impair the stated priority of the CDC/SBA lien, and there must be no other circumstances adversely affecting the value of the property; or,
 - (2) no exception for these in the title insurance commitment/policy, or
 - (3) The title insurance company must provide affirmative coverage to CDC and SBA over any such exceptions, affording reasonably adequate protection against material loss arising from such exceptions. In addition, the title insurance company must provide such endorsements as CDC or SBA deems necessary to protect CDC and SBA reasonably against material loss arising from any other exceptions. In states where a survey is customarily provided for title insurance coverage, Borrower must also provide a survey certified to SBA/CDC, or a prior survey acceptable to SBA/CDC and the title insurer and a satisfactory survey affidavit of no change.
2. **Second Perfected Security Interest** in the following personal property (including any proceeds and products), acquired with loan or project proceeds, including all replacements and substitutions, wherever located:
Equipment;
 - a. Subject only to the prior lien of Bank of Belle Glade in the amount of \$647,750.00 on the following collateral:
Equipment;
 - b. CDC must obtain a list of all equipment and fixtures that are collateral for the Loan. For items with a unit value of \$5,000.00 or more, the list must include a description and serial number, if applicable.

- c. CDC must obtain an appropriate Uniform Commercial Code lien search evidencing all required lien positions. If UCC search is not available, another type of lien search may be substituted.
 - d. At the time of Closing, there must be no circumstances adversely affecting the value of the property. There must be no lien on the Property, including a lien which might possibly be filed after Closing, which impairs the stated priority of the CDC/SBA lien.
3. **Assignment of Rents from Eligible Passive Company.** CDC must obtain a perfected assignment of all rents paid under the lease on the project property between the Eligible Passive Company and the Operating Company. The term of lease, with options to renew exercisable solely by the Operating Company, must be for at least the term of the Loan. The lease must be subordinate to CDC's Security Interest, Deed of Trust or Mortgage. Lease payments must be no more than is necessary to amortize debt plus pay expenses related to holding the property.
 4. **Guarantee on SBA Form 148**, by Oceana Logistics International, Inc, a Florida corporation.
 5. **Guarantee on SBA Form 148**, by Boomerang Beverage Services LLC, a Florida limited liability company.
 6. **Guarantee on SBA Form 148**, by Amy M. Angelo, resident in Florida.
 7. **Guarantee on SBA Form 148**, by Scott Angelo, resident in Florida.

Assignment to SBA. CDC must execute a satisfactory written assignment to SBA of its interest in the Note, lease and all collateral documents executed by the Borrower and guarantors.

The following language must appear in all lien instruments including Mortgages, Deeds of Trust, and Security Agreements:

"The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.*
- b) CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.*

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument."

E. ADDITIONAL CONDITIONS

1. Insurance Requirements

Prior to 504 Loan Closing, CDC must require Borrower to obtain the following insurance coverage and maintain this coverage for the life of Loan:

- a. **Flood Insurance.** Based on the Standard Flood Hazard Determination (FEMA Form 81-93):
 - (1) If any portion of a building that is collateral for the Loan is located in a special flood hazard area, CDC must require Borrower to obtain flood insurance for the building under the NFIP.
 - (2) If any equipment, fixtures, or inventory that is collateral for the Loan ("Personal Property Collateral") is in a building any portion of which is located in a special flood hazard area and that building is collateral for the Loan, CDC must require Borrower to also obtain flood insurance for the Personal Property Collateral under the NFIP.
 - (3) If any equipment, fixtures, or inventory that is collateral for the Loan ("Personal Property Collateral") is in a building any portion of which is located in a special flood hazard area and that building is not collateral for the Loan, CDC must require Borrower to obtain available flood insurance for the Personal Property Collateral. CDC may request a waiver of this requirement from the Sacramento Loan Processing Center. The CDC must submit with its request a written justification that fully explains why flood insurance is not economically feasible or, if flood insurance is not available, the steps taken to determine that it is not available.

Insurance coverage must be in amounts equal to the lesser of the insurable value of the property or the maximum limit of coverage available. Insurance coverage must contain a MORTGAGEE CLAUSE/LENDER'S LOSS PAYABLE CLAUSE (or substantial equivalent) in favor of CDC. This clause must provide that any action or failure to act by the debtor or owner of the insured property will not invalidate the interest of CDC and SBA. (Borrower will be ineligible for any future SBA disaster assistance or business loan assistance if Borrower does not maintain any required flood insurance for the entire term of the Loan.)

- b. **Real Estate Hazard Insurance** coverage on all business real estate that is collateral for the Loan in the amount of the full replacement cost. If full replacement cost insurance is not available, coverage must be for maximum insurable value. Insurance coverage must contain a MORTGAGEE CLAUSE (or substantial equivalent) in favor of CDC and SBA. This clause must provide that any action or failure to act by the mortgagor or owner of the insured property will not invalidate the interest of CDC and SBA. The policy or endorsements must provide for at least 10 days prior written notice to CDC of policy cancellation.
- c. **Personal Property Hazard Insurance** coverage on all equipment, fixtures or inventory that is collateral for the Loan, in the amount of full replacement costs. If full replacement cost insurance is not available, coverage must be for maximum insurable value. Insurance coverage must contain a LENDER'S LOSS PAYABLE CLAUSE in favor of CDC and SBA. This clause must provide that any action or failure to act by the debtor or owner of the insured property will not invalidate the interest of CDC and SBA. The policy or endorsements must provide for at least 10 days prior written notice to CDC of policy cancellation.
- d. **Liability Insurance** in an amount and with an insurance company satisfactory to CDC.

- e. **Workers' Compensation Insurance** in an amount meeting state law requirements and with an insurance company satisfactory to CDC.
- f. **Wind Hazard Insurance coverage on all business real estate that is collateral for the loan in the amount of full replacement cost. If full replacement cost insurance is not available, coverage must be for maximum insurable value. Insurance coverage must contain a MORTGAGEE CLAUSE (or substantial equivalent) in favor of CDC and SBA. This clause must provide that any action or failure to act by the mortgagor or owner of the insured property will not invalidate the interest of CDC and SBA. The policy or endorsements must provide for at least 10 days prior written notice to CDC of policy cancellation.**

2. Environmental Requirements

- a. CDC must not close the Loan until it has:
 - (1) completed the review for potential environmental contamination required in SOP 50-10(5) ("Environmental Investigation") on each business real property site taken as collateral; and
 - (2) sufficiently minimized the risk from any adverse environmental findings discovered in the Environmental Investigation, or otherwise, as required by SOP 50-10(5), Subpart C, Chapter 3 (Environmental Policies and Procedures) and applicable appendices.
- b. Immediately after CDC review, the CDC must submit the results of the Environmental Investigation to SBA's Sacramento Loan Processing Center for SBA approval prior to 504 Loan Closing. If CDC or SBA determines from the Environmental Investigation that there is potential environmental contamination, CDC may not forward the Debenture until SBA is satisfied that the risk has been sufficiently minimized. Adverse environmental findings may lead to cancellation of this Authorization.
- c. CDC should consult with the local SBA office where the real property collateral is located to ascertain any state or local environmental requirements.

3. Borrower, Guarantor and Operating Company Documents

- a. Prior to 504 Loan Closing, CDC must obtain from Borrower, Guarantor and Operating Company a current copy of each of the following as appropriate:
 - (1) **Corporate Documents**—Articles or Certificate of Incorporation (with amendments), any By-laws, Certificate of Good Standing (or equivalent), Corporate Borrowing Resolution, and, if a foreign corporation, current authority to do business within this state.
 - (2) **Limited Liability Company (LLC) Documents**—Articles of Organization (with amendments), Fact Statement or Certificate of Existence, Operating Agreement, Borrowing Resolution, and evidence of registration with the appropriate authority.
 - (3) **General Partnership Documents**—Partnership Agreement, Certificate as to Partners, and Certificate of Partnership or Good Standing (or equivalent), as applicable.
 - (4) **Limited Partnership Documents**—Partnership Agreement, Certificate as to Partners, and Certificate of Partnership or Good Standing (or equivalent), as applicable, Certificate of Limited Partnership, and evidence of registration with the appropriate authority.
 - (5) **Limited Liability Partnership (LLP) Documents**—Partnership Agreement, Certificate as to Partners, Certificate of Partnership or Good Standing (or equivalent) as applicable, and evidence of registration with the appropriate authority.

- (6) **Trustee Certification**—A Certificate from the trustee warranting that:
 - (a) The trust will not be revoked or substantially amended for the term of the Loan without the consent of SBA;
 - (b) The trustee has authority to act;
 - (c) The trust has the authority to borrow funds, guarantee loans, and pledge trust assets;
 - (d) If the trust is an Eligible Passive Company, the trustee has authority to lease the property to the Operating Company;
 - (e) There is nothing in the trust agreement that would prevent CDC from realizing on any security interest in trust assets;
 - (f) The trust agreement has specific language confirming the above; and
 - (g) The trustee has provided and will continue to provide SBA with a true and complete list of all trustors and donors.
- (7) **Trade Name**—Documentation that Borrower has complied with state requirements for registration of Borrower's or Operating Company's trade name (or fictitious name), if one is used.
- b. Prior to 504 Loan Closing, CDC must obtain from Borrower and Operating Company:
 - (1) **Ownership**—Evidence that ownership and management have not changed without CDC's approval since the application was submitted.

4. Operating Information

Prior to 504 Loan Closing, CDC must obtain:

- a. **Verification of Financial Information**—CDC must submit IRS Form 4506-T (SBA version) to the Internal Revenue Service to obtain federal income tax information on Borrower, or the Operating Company if Borrower is an EPC, for either the last 2 or 3 years (unless Borrower or Operating Company is a start-up business) depending upon the number of years and number of annual financial statements used to substantiate size eligibility. If the business has been operating for less than 3 years, CDC must obtain the information for all years in operation.

This requirement does not include tax information for the most recent fiscal year if the fiscal year-end is within 6 months of the date SBA received the application. CDC must compare the tax data received from the IRS with the financial data or tax returns submitted with the Loan application, and relied upon in approving the Loan. Borrower must resolve any significant differences to the satisfaction of CDC and SBA. Failure to resolve differences may result in cancellation of the Loan.

If the Loan involves a change of ownership, CDC must verify financial information provided by the seller of the business in the same manner as above.

If CDC does not receive a response from the IRS or copy of the tax transcript within 10 business days of submitting IRS Form 4506-T, then CDC may close the Loan prior to completing this verification, provided that CDC has submitted IRS Form 4506-T to the IRS no later than 10 business days from the date of this Authorization. However, CDC must send a second request following precisely the procedures detailed in SOP 50-10(5) and must perform the verification and resolve any significant differences discovered, even if the loan is fully disbursed.

- b. **Authority to Conduct Business**—Evidence that the Borrower and Operating Company have an Employer Identification Number and any authorization necessary to legally operate the business.

- c. **Flood Hazard Determination**—A completed Standard Flood Hazard Determination (FEMA Form 81-93).

5. Appraisal

Prior to 504 Loan Closing, and in accordance with SOP 50-10(5), CDC must obtain and submit to SBA:

- a. **Real Estate Appraisal** on the Project real property located at 1301 10th Street, Unit 1, Lake Park, FL 33403-2034. If the appraised fair market value is less than \$1,100,000.00, Borrower must provide additional investment, additional collateral, or reduce the size of the Project as appropriate.

6. Certifications and Agreements

- a. At or prior to 504 Loan Closing, CDC must require Borrower and Operating Company to certify that:
 - (1) **No Adverse Change**—Since the date of application there has been no unremedied substantial adverse change in the financial condition of Borrower and Operating Company or their ability to repay the Project financing, including the Note. Borrower and Operating Company must also supply to CDC accurate financial statements, current within 120 days of 504 Loan Closing.
 - (2) **Child Support**—No principal who owns at least 50% of the ownership or voting interest of the company is delinquent more than 60 days under the terms of any (a) administrative order, (b) court order, or (c) repayment agreement requiring payment of child support.
 - (3) **Current Taxes**—Borrower and Operating Company are current on all federal, state, and local taxes, including but not limited to income taxes, payroll taxes, real estate taxes, and sales taxes.
 - (4) **Environmental**—For any real estate pledged as collateral for the Loan or where the Borrower or Operating Company are conducting business operations (collectively "the Property"):
 - (a) At the time Borrower and Operating Company submitted the Loan application, Borrower and Operating Company were in compliance with all local, state, and federal environmental laws and regulations pertaining to reporting or clean-up of any hazardous substance, hazardous waste, petroleum product, or any other pollutant regulated by state or federal law as hazardous to the environment ("Contaminant"), and regarding any permits needed for the creation, storage, transportation or disposal of any Contaminant;
 - (b) Borrower and Operating Company will continue to comply with these laws and regulations;
 - (c) Borrower and Operating Company, and all of its principals, have no knowledge of the actual or potential existence of any Contaminant that exists on, at, or under the Property, including groundwater, other than what was disclosed in connection with the Environmental Investigation of the Property;
 - (d) Until full repayment of the Loan, Borrower and Operating Company will promptly notify Lender and SBA if it knows or suspects that there has been, or may have been, a release of a Contaminant in, at, or under the Property, including groundwater, or if Borrower or Operating Company or such Property is subject to any investigation or enforcement action by any federal, state, or local

- environmental agency ("Agency") pertaining to any Contaminant on, at, or under such Property, including groundwater;
- (e) As to any Property owned by Borrower and Operating Company, Borrower and Operating Company indemnifies, and agrees to defend and hold harmless, Lender and SBA, and any assigns or successors in interest which take title to the Property, from and against all liabilities, damages, fees, penalties or losses arising out of any demand, claim or suit by any Agency or any other party relating to any Contaminant found on, at, or under the Property, including groundwater, regardless of whether such Contaminant resulted from Borrower's or Operating Company's operations. (Lender or SBA may require Borrower or Operating Company to execute a separate indemnification agreement).
- b. At or prior to 504 Loan Closing, CDC must require Borrower and Operating Company to certify that they will:
- (1) **Reimbursable Expenses**—Reimburse CDC for expenses incurred in the making and administration of the Loan.
 - (2) **Books, Records, and Reports**—
 - (a) Keep proper books of account in a manner satisfactory to CDC;
 - (b) Furnish year-end statements to CDC within 120 days of fiscal year end;
 - (c) Furnish additional financial statements or reports whenever CDC requests them;
 - (d) Allow CDC or SBA, at Borrower's or Operating Company's expense, to:
 - [1] Inspect and audit books, records and papers relating to Borrower's and Operating Company's financial or business condition; and
 - [2] Inspect and appraise any of Borrower's and Operating Company's assets; and
 - [3] Allow all government authorities to furnish reports of examinations, or any records pertaining to Borrower and Operating Company, upon request by CDC or SBA.
 - (3) **Equal Opportunity**—Post SBA Form 722, Equal Opportunity Poster, where it is clearly visible to employees, applicants for employment and the general public.
 - (4) **American-made Products**—To the extent practicable, purchase only American-made equipment and products with the proceeds of the Loan.
 - (5) **Taxes**—Pay all federal, state, and local taxes, including income, payroll, real estate and sales taxes of the business when they come due.
 - (6) **Occupancy**—Comply with the following provisions: (a) Borrower must lease 100% of the Rentable Property to Operating Company; (b) Operating Company may sublease up to 49% of the Rentable Property; (c) Borrower will not use Loan proceeds to improve or renovate any of the property to be sub-leased.
- c. Prior to 504 Loan Closing, CDC must require Borrower and Operating Company to certify that they will not, without prior written consent of CDC and SBA:
- (1) **Distributions**—Make any distribution of company assets that will adversely affect the financial condition of Borrower and/or Operating Company.
 - (2) **Ownership Changes**—Change the ownership structure or interests in the business during the term of the Note, provided that, commencing six months after the Debenture sale, Borrower or Operating Company may have one or more changes in

ownership without approval of SBA so long as the cumulative change over the term of the Note is less than five percent (5%).

- (3) **Transfer of Assets**—Sell, lease, pledge, encumber (except by purchase money liens on property acquired after the date of the Note), or otherwise dispose of any of Borrower's property or assets, except in the ordinary course of business.
- (4) **Conflict**—Or any of its affiliates acquire, directly or indirectly, in excess of a 10% ownership or interest in CDC during the term of the Debenture. If this type of acquisition occurs the Debenture will immediately become due and payable in full.

F. DEBENTURE SALE CONDITIONS

1. SBA will not authorize the sale of the Debenture until SBA is satisfied that:
 - a. there has been no unremedied adverse change in the financial condition, organization, management, operations, or assets of Borrower and Operating Company;
 - b. all the terms and conditions of this Authorization have been met, and;
 - c. Borrower, Operating Company and the CDC have complied with their responsibilities as listed below.
2. IT IS BORROWER'S RESPONSIBILITY TO:
 - a. Comply with other conditions, outside the Authorization, that are reasonably imposed by CDC.
 - b. Cooperate fully with CDC and SBA in closing the Loan and obtaining necessary certifications and documents.
 - c. Comply with the closing instructions provided by CDC and SBA.
 - d. Execute all documents required by CDC and SBA. All documents required to be produced by the Borrower must be satisfactory to SBA in form and substance.
 - e. Submit all required documents to CDC counsel sufficiently in advance of 504 Loan Closing (as directed by CDC counsel).
 - f. Certify that all elements of Project Costs have been paid in full and how they were paid.
 - g. Certify that any bankruptcy or insolvency proceeding involving, or pending lawsuit against, Borrower, Operating Company or any of their principals has been disclosed in writing to CDC.
3. IT IS CDC'S RESPONSIBILITY TO:
 - a. Close the Loan in accordance with the terms and conditions of this Authorization.
 - b. Obtain valid and enforceable Loan documents and all required lien positions. This includes obtaining the signatures or written consent of any obligor's spouse if such consent or signature is necessary to bind the marital community or create a valid lien on marital property.
 - c. Obtain all necessary certifications.

- d. Obtain a legal opinion from CDC counsel or Borrower's counsel if there is one, acceptable to CDC and SBA, verifying:
 - (1) that all Borrower or guarantor entities (other than natural persons) are properly organized, in good standing, validly existing, and have the authority to borrow or guarantee;
 - (2) that the documents executed by the Borrower and guarantors have been authorized, executed, and delivered by an authorized person, and are valid and binding obligations, enforceable in accordance with their respective terms; and
 - (3) opinions as to such other matters as CDC and SBA may require.
- e. Certify to SBA that there has been no substantial unremedied adverse change in the Borrower's or Operating Company's financial condition, organization, operation, or assets, as set forth on the CDC Certification (SBA Form 2101).
- f. Certify that all elements of Project Costs have been paid in full and that the Interim Lender, Third Party Lender, Borrower, and CDC have each contributed to the Project in the amount and manner authorized by SBA.
- g. Properly complete all closing documents using SBA Required Forms. CDC may use its own forms except as otherwise instructed in this Authorization. CDC must use the following forms for the Loan:

Opinion of CDC Counsel (Appendix D to the National 504 Authorization Boilerplate)

SBA Form 2101, CDC Certification

SBA Form 1505, SBA Note

SBA Form 1504, Debenture

SBA Form 159 (504), Compensation Agreement, for each representative

SBA Form 1528, CDC Board Resolution

SBA Form 1506, Servicing Agent Agreement

SBA Form 722, Equal Opportunity Poster

SBA Form 2286, 504 Debenture Closing Checklist

SBA Form 2287, Third Party Lender Agreement

SBA Form 2288, Interim Lender Certification

SBA Form 2289, Borrower and Operating Company Certification

IRS Form W-9

CDC may use computer-generated versions of mandatory SBA Forms, as long as these versions are exact reproductions.

- h. Submit Form 2286, the 504 Debenture Closing Checklist, and copies of required documents from the checklist for SBA review and approval by the deadlines established by SBA for each Debenture sale.
4. **Compensation Agreement.** At Closing, CDC and Borrower must provide an SBA Form 159 (504) from each agent, as described in the form, that assisted the Borrower to obtain the Loan, indicating the amount of each fee.
 5. **Completion of Debenture and Note Terms.** Borrower, Operating Company and CDC authorize CDC, SBA and/or CSA to date and otherwise complete any terms of the Debenture, Note, or Loan Documents which were incomplete at the time of their execution as soon as such terms become known to them.

ADMINISTRATOR
SMALL BUSINESS ADMINISTRATION

1/12/2022



Signed by: MICHAEL STOKES

January 12, 2022

By: Authorized SBA Representative

Date

ACCEPTANCE BY BORROWER, OPERATING COMPANY AND CDC:

In consideration for the provision by SBA of financial assistance to CDC for the benefit of Borrower, and intending to be bound, Borrower, Operating Company and CDC accept and agree to comply fully with the terms and conditions of this Authorization for Debenture Guarantee. Each person signing below represents and warrants that he or she is fully authorized to execute this Authorization in the capacity indicated.

This Authorization should be executed by all parties within 10 days of Loan approval.

The terms and conditions of this Authorization survive 504 Loan Closing and Debenture sale.

FLORIDA FIRST CAPITAL FINANCE CORPORATION

(Corporate Seal if Required)

By (name, title):

Darcie Brown, Asst. Secretary

Date

1/13/22

Attest or Witness, as required (name, title):

Christine Melloh Christine Melloh
Asst. Secretary

Date

1/13/2022

WOMBAT HOLDINGS LLC

(Corporate Seal if Required)

By (name, title):

Date

Attest or Witness, as required (name, title):

Date

OCEANA LOGISTICS INTERNATIONAL, INC

(Corporate Seal if Required)

By (name, title):

Date

Attest or Witness, as required (name, title):

Date



Jonathan B. Brown
 Director
 County of Palm Beach
 Department of Housing and Economic Development
 100 Australian Avenue Suite 500
 West Palm Beach, Florida 33406

Re: Section 108 Loan/Florida Canning Company, LLC/Lake Park, Florida

Dear Mr. Brown:

I am the Director of Operations for Florida Canning Company LLC. Our company was formed during the process of developing a commercial kitchen center in Lake Park, Florida. The commercial kitchen will house a coffee company, Oceana Coffee, and a food preparation facility that will include small food preparers, renting kitchen space of approximately 40 sq. ft. as well as those renting shared kitchen space. In carrying out the rent up of these facilities, it was discovered that there was a major need for a canning facility in Palm Beach County, not only for new tenants of the facility, but existing businesses. A list of the potential customers is part of the loan package, but they include coffee companies, beer and wine companies and water companies. Oceana Coffee would use the facility for its coffee and tea line.

Our plans now call for Florida Canning Company LLC to be a condominium owner in a much larger food complex containing 24,000 sq. ft. in Lake Park, Florida. The building will be newly constructed, and Florida Canning will occupy 6,000 sq. ft. The Principals of the company have substantial incomes and high net worth and operate several existing companies.

We reached out to your economic development staff and have agreed to the following sources and uses for financing the project.

Uses: Total Project:

Item	Amount
Acquisition	\$ 1,740,050.00

m/e	\$ 215,000.00
w/c	\$ 150,000.00
county fee	\$ 7,650.00
soft costs	\$ 25,000.00
Total	\$ 2,137,700.00

Sources-SBA/Bank

Lien	Amount	Source	Rate	Term	Yrly. Pmt.	Mos. Pmt.
1st	\$ 998,700.00	Bank of Belle Glade	4.5%	20 years	(\$76,776.21)	(\$6,398.02)
2nd	\$ 698,919.00	SBA 504	2.75%	25 years	(\$39,027.62)	(\$3,252.30)
N/a	\$ 257,431.00	cash	N/a	N/a	N/a	N/a
Total	\$ 1,955,050.00				(\$115,803.82)	(\$9,650.32)

Sources 108

Lien	Amount	Source	Rate	Term	Yrly. Pmt.	Mos. Pmt.
1st	\$ 182,650.00	108	1.80%	7 years	(\$28,005.05)	(\$2,333.75)

Uses 108

Item	Amount
w/c	\$ 150,000.00
county fee	\$ 7,650.00
soft costs	\$ 25,000.00
Total	\$ 182,650.00

We understand that the rates quoted above are the current rates and may not be the rate at the time of closing.

As a result of the Project, we expect that our tenants will create 10 new jobs within the next five years. We arrived at this number after speaking to prospective customers.

These jobs are broken down as follows:

NUMBER	JOB TITLE
4	Canning Line Technician
2	Warehouse Person
2	Logistics
2	Delivery Crew

We deeply appreciate your consideration of our request.

Yours truly,

Scott Angelo
Director of Operations



U.S. Small Business
Administration

U.S. Small Business Administration

AUTHORIZATION FOR DEBENTURE GUARANTEE (SBA 504 LOAN)

SBA Loan #	34958491-05
SBA Loan Name	Florida Canning Company, LLC
Approval Date	March 4, 2022

CDC:

Florida First Capital Finance Corporation
1351 N. Gadsden Street
Tallahassee, FL 32303

U. S. Small Business Administration (SBA):

South Florida District Office
51 SW 1st Avenue - Suite 201
Miami, FL 33131

SBA will guarantee, under the following terms and conditions, a 25 year Debenture ("Debenture") in the amount of \$722,000.00 to be issued by CDC and used to fund a 504 Loan ("the Loan") to assist:

Borrower:

1. Florida Canning Company, LLC
11259 Edgewater Circle
Wellington, FL 33414-8831

A. PROJECT TO BE FINANCED

1. Project Property ("Project Property")

Debenture Proceeds will be used as part of the financing for:

- a. the purchase of real estate, located at 1301 10th Street, Lake Park , FL 33403-2034.
- b. the purchase and installation of equipment, located at 1301 10th Street, Lake Park , FL 33403-2034.

2. **Project Costs ("Project Costs") include:**

a. Purchase Land	\$0.00
b. Purchase Land & Building	\$1,740,050.00
c. Construction/Remodeling	\$0.00
d. Purchase/Install Equipment	\$216,464.00
e. Purchase/Install Fixtures	\$0.00
f. Refinanced Debt—Loan from:	
Total Refinanced Debt.....	\$0.00
g. Professional Fees	\$40,686.00
h. Other Expenses	\$0.00
(construction contingencies, interim interest)	
i. TOTAL Project Cost	\$1,997,200.00

B. PROJECT FINANCING

1. **Debenture Proceeds:** Debenture Proceeds will be used to pay Administrative Costs and the final 34.99% of the total Project Cost. Prior to the Debenture sale, the CDC conducts a 504 Loan Closing ("504 Loan Closing"), and forwards copies of the closing documents to SBA. After review and approval, CDC forwards the closing documents for Debenture Sale. At or prior to the 504 Loan Closing, Borrower and CDC must sign a Servicing Agent Agreement certifying as to the actual use of the Debenture Proceeds and authorizing a Central Servicing Agent ("CSA") to handle all disbursements and payments under the Debenture.

a. SBA/CDC Share: 34.99% of total Project Cost ("Net Debenture Proceeds")		\$698,919.00
b. Administrative Costs ("Administrative Costs")		
(1) SBA Guarantee Fee (a. x 0.005)		\$3,494.60
(2) Funding Fee (a. x 0.0025)		\$1,747.30
(3) CDC Processing Fee		
(i) CDC Processing Fee (a. x 0.015)	\$10,483.79	\$10,483.79
(4) Closing Costs		
(i) CDC Closing Fee (not to exceed \$2,500)	\$2,500.00	
(ii) Other Out of Pocket Closing Costs (excluding legal fees)	\$1,000.00	\$3,500.00
(5) Subtotal (b.1 through b.4)		\$19,225.69
(6) Underwriters Fee*		\$2,888.00
(7) Total (b.5 plus b.6)		\$22,113.69
c. Total Debenture Amount ("Gross Debenture Proceeds") (a. Plus b.7, rounded up to next thousand)		\$722,000.00
d. Balance to Borrower (c. minus (a. plus b.7))		\$ 967.31

* Underwriters fee calculated as follows: For 20 year Debentures, the sum of a. and b.5 divided by 0.99600; round this number up to the next highest thousand; multiply this number by 0.00400.
For 10 year Debentures, the sum of a. and b.5 divided by 0.99625; round this number up to the next highest thousand; multiply this number by 0.00375.

- e. **Disbursement:** CDC must issue a Debenture. The Debenture proceeds must be disbursed no later than 48 months from the approval date of this Authorization, unless extended by proper SBA procedures. If no debenture is disbursed within 48 months, this loan authorization will be cancelled by SBA. Extensions beyond the 48 month period will not be available.

2. **Interim Financing (paid off by the Debenture):**

- a. **Interim Lender:** An interim loan in the total principal amount of \$698,919.00 will be provided by the following lender(s) ("Interim Lender"):
 - (1) Bank of Belle Glade in the principal amount of \$698,919.00.
- b. **Application of Net Debenture Proceeds to Interim Loan:** Upon sale of the Debenture, the Net Debenture Proceeds (the portion of Debenture Proceeds that finance Project Cost) will be applied to pay off the balance of the interim loan. If the Interim Lender is also the Third Party Lender, this payment will reduce the total balance owed to Third Party Lender to the amount specified in Paragraph B.3.a. below.
- c. **Required Certifications Before 504 Loan Closing:** Following completion of the Project, but no earlier than the 5th day of the month prior to the month in which the CDC submits this loan to SBA for debenture funding, CDC must cause Interim Lender to certify the amount of the interim loan disbursed, that the interim loan has been disbursed in reasonable compliance with this Authorization, and that it has no knowledge of any unremedied substantial adverse change in the condition of the Borrower since the date of the loan application to the Interim Lender.

3. **Permanent Third Party Lender Loan:**

- a. Bank of Belle Glade ("Third Party Lender") will provide permanent project financing in the amount of \$998,700.00 ("Third Party Lender Loan"). This amount is 50.01% of the total project cost.
- b. The Third Party Lender's note and loan documents must not:
 - (1) allow future advances except advances made for the reasonable costs of collection, maintenance, and protection of the Third Party Lender's lien;
 - (2) be cross-collateralized with other financing provided by Third Party Lender;
 - (3) have an early call feature;
 - (4) be payable on demand unless the Third Party Lender's note is in default;
 - (5) have a term less than, or require a balloon payment prior to, ten years;
 - (6) have any cross-default, "deem-at-risk," or any other provisions which allow Third Party Lender to make demand prior to maturity unless the Loan is in default.
- c. At or prior to 504 Loan Closing, Third Party Lender must execute a Third Party Lender Agreement that:
 - (1) Confirms that the Third Party Lender Loan has been fully advanced;
 - (2) Confirms that the Third Party Lender note and loan documents comply with paragraph b. above, or waives its right to enforce any provisions in the note and loan documents that do not comply with these SBA requirements;
 - (3) Subordinates any prepayment penalties, late fees, and increased default interest to the CDC/SBA lien. Any advances made for the reasonable costs of collection, maintenance, and protection of the Third Party Lender's lien need not be subordinated;

- (4) Waives as to the CDC/SBA lien any provisions in its lien instruments prohibiting further encumbrances;
 - (5) Third Party Lender will provide written notice to CDC and SBA of default within 30 days of any delinquency upon which Third Party Lender intends to take action, and 60 days notice prior to foreclosure; and
 - (6) Confirms no Third Party Lender shall establish a preference beyond its rights as a senior lender on the Third Party Loan without the prior written consent of CDC/SBA; and
 - (7) Confirms that the Third Party Lender Loan has a reasonable interest rate which does not and will not exceed the maximum interest rate for Third Party Loans from commercial financial institutions as published periodically by SBA in the Federal Register and in effect as of the date of this Agreement.
- d. **Third Party Lender Fee.** SBA must collect a one-time Third Party Lender Participation fee equal to 50 basis points on the Third Party Lender's participation in a project when the Third Party Lender is in a senior credit position to SBA on the project. SBA may accept payment of this fee from the Third Party Lender, the 504 borrower, or the CDC. This payment may be made to SBA by (1) the Third Party Lender sending to the CDC a certified check or guaranteed funds check made payable to the CSA, and CDC forwarding it to the CSA with the 504 Loan Closing documentation, or (2) the CDC may collect the fee and the CSA will deduct the amount of the fee from the amount sent to the CDC after Debenture sale.
4. **Borrower's Contribution** ("Borrower's Contribution"):
- a. At or prior to 504 Loan Closing, Borrower must contribute \$299,581.00 to the Project. This amount is 15.00% of the total project cost.
 - (1) Contribution may be in cash, land or other property acceptable to SBA;
 - (2) Contribution may come from Borrower's own resources, CDC, or another source;
 - (3) If any of the contribution is borrowed and secured by any of the Project Property, the resulting obligation must be expressly subordinate to the liens securing the Promissory Note ("Note") in favor of CDC and may not be repaid at a faster rate than the Note unless prior written approval is obtained from SBA. A copy of any debt instrument evidencing the obligation must be supplied to CDC at or prior to 504 Loan Closing.
 - b. **Costs in Excess of Project Cost:** Borrower must pay any costs in excess of the total Project Cost referred to in Paragraph A.2 which Borrower incurs in completing the Project.
 - c. **Closing Costs:** At or prior to 504 Loan Closing, Borrower must pay all closing costs, including but not limited to title insurance premiums, recording costs, and premiums for insurance required by this Authorization.
5. **Borrower's Fees** ("Borrower's Fees")—Borrower must pay:
- a. An ongoing guarantee fee equal to 0.2475 of one percent per annum of the principal balance of the Note calculated at five-year intervals beginning with the first payment. This guarantee fee will be made until the loan is terminated. It will be included with the payment on the Note made each month to the CSA.
 - b. A servicing fee, as stated on the Servicing Agent Agreement at the time of 504 Loan Closing, calculated on the outstanding principal balance at five-year intervals. The fee will be included in the monthly loan installment paid to the CSA.

- c. A late fee of 5 percent of the late payment or \$100.00, whichever is greater, for payments received by the CSA after the 15th day of the month.

6. CDC Fee

- a. **Ongoing Guarantee Fee**—CDC must pay an ongoing guarantee fee equal to one-eighth of one percent per annum of the principal balance of the Note calculated on the balance outstanding at five-year intervals. It will be deducted from the servicing fee collected monthly by the CSA for the CDC. The CDC will retain a minimum servicing fee as required by SBA regulations and policies.

C. THE NOTE

At or prior to 504 Loan Closing, the Borrower must execute a Note in favor of CDC. The CDC must assign the Note to SBA. Borrower must make payments by Automated Clearinghouse (ACH) or wire transfer.

The Note and Debenture will include the following terms:

1. **Amount:** \$722,000.00
2. **Term:** 25 years
3. **Repayment Terms:** At the date the Debenture is sold, the interest rate will be set and the amount of the monthly principal and interest installment for the term of the Note and the semi-annual principal and interest installment for the term of the Debenture will be established.
4. **Prepayment:** If Borrower prepays during the first ten (10) years of the stated term, there will be a prepayment premium, calculated by applying a declining percentage of the Debenture interest rate to the outstanding principal balance of the Note. A schedule of the dollar amount of the premium will be provided after the sale of the Debenture.

The Borrower may prepay the Note or Lease in full. Partial prepayment is not allowed. Borrower must pay the sum of:

- a. all principal and interest payments, servicing-agent fees, and SBA guarantee fees up to and including the date of the next semi-annual debenture payment date;
- b. all CDC servicing fees that accrue before Borrower prepays;
- c. all late fees incurred before Borrower prepays;
- d. all expenses incurred by CDC for which Borrower is responsible;
- e. the balance owing on the Note as of the next semi-annual debenture payment date; and
- f. any prepayment premium required under the Note and Debenture.

To prepay, Borrower must give prior written notice to the CDC according to the terms of the Note.

D. COLLATERAL CONDITIONS

The Note must be secured by the following collateral. All collateral must be assigned to SBA. CDC must obtain a lien on 100% of the interests in the following collateral and properly perfect all lien positions:

1. **Second Mortgage (including due on sale clause, water rights, if any and assignment of rents) on land and improvements** located at 1301 10th Street, Lake Park, FL 33403-2034. This property is commercial.
 - a. Subject only to prior lien(s) as follows:
 - (1) First: Bank of Belle Glade in the amount of \$998,700.00
 - b. Prior open ended lien(s) closed in writing according to applicable state law. Revolving line(s) of credit limited in writing to the amount stated.
 - c. Evidence of title and priority of lien must be based upon:
 - (1) ALTA Loan Policy, insuring CDC and assigns, in the amount of \$722,000.00.
 - d. CDC must obtain in recordable form written subordination agreements from any tenants occupying any of the Project real property required as collateral. Appropriate subordination language may be included in the Lease as an alternative.
 - e. At the time of Closing, either:
 - (1) there must be no contractor's, mechanic's or materialman's lien on the Property, including a lien which might possibly be filed after Closing, which would impair the stated priority of the CDC/SBA lien, and there must be no other circumstances adversely affecting the value of the property; or,
 - (2) no exception for these in the title insurance commitment/policy, or
 - (3) The title insurance company must provide affirmative coverage to CDC and SBA over any such exceptions, affording reasonably adequate protection against material loss arising from such exceptions. In addition, the title insurance company must provide such endorsements as CDC or SBA deems necessary to protect CDC and SBA reasonably against material loss arising from any other exceptions. In states where a survey is customarily provided for title insurance coverage, Borrower must also provide a survey certified to SBA/CDC, or a prior survey acceptable to SBA/CDC and the title insurer and a satisfactory survey affidavit of no change.
2. **Second Perfected Security Interest** in the following personal property (including any proceeds and products), acquired with loan or project proceeds, including all replacements and substitutions, wherever located:
Equipment; Fixtures; Furniture
 - a. Subject only to the prior lien of Bank of Belle Glade in the amount of \$998,700.00 on the following collateral:
Equipment; Fixtures; Furniture
 - b. CDC must obtain a written agreement from all Lessors (including sublessors) agreeing to:
 - (1) Subordinate to CDC Lessor's interest, if any, in this property; (2) Provide CDC written notice of default and reasonable opportunity to cure the default; and (3) Allow CDC the right to take possession and dispose of or remove the collateral.

- c. CDC must obtain a list of all equipment and fixtures that are collateral for the Loan. For items with a unit value of \$5,000.00 or more, the list must include a description and serial number, if applicable.
- d. CDC must obtain an appropriate Uniform Commercial Code lien search evidencing all required lien positions. If UCC search is not available, another type of lien search may be substituted.
- e. At the time of Closing, there must be no circumstances adversely affecting the value of the property. There must be no lien on the Property, including a lien which might possibly be filed after Closing, which impairs the stated priority of the CDC/SBA lien.

3. **Guarantee on SBA Form 148**, by Charles Schorr Lesnick, resident in Florida.

Assignment to SBA. CDC must execute a satisfactory written assignment to SBA of its interest in the Note, lease and all collateral documents executed by the Borrower and guarantors.

The following language must appear in all lien instruments including Mortgages, Deeds of Trust, and Security Agreements:

"The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) *When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.*
- b) *CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.*

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument."

E. ADDITIONAL CONDITIONS

1. Insurance Requirements

Prior to 504 Loan Closing, CDC must require Borrower to obtain the following insurance coverage and maintain this coverage for the life of Loan:

- a. **Flood Insurance.** Based on the Standard Flood Hazard Determination (FEMA Form 81-93):
 - (1) If any portion of a building that is collateral for the Loan is located in a special flood hazard area, CDC must require Borrower to obtain flood insurance for the building under the NFIP.
 - (2) If any equipment, fixtures, or inventory that is collateral for the Loan ("Personal Property Collateral") is in a building any portion of which is located in a special flood hazard area and that building is collateral for the Loan, CDC must require Borrower to also obtain flood insurance for the Personal Property Collateral under the NFIP.

- (3) If any equipment, fixtures, or inventory that is collateral for the Loan (“Personal Property Collateral”) is in a building any portion of which is located in a special flood hazard area and that building is not collateral for the Loan, CDC must require Borrower to obtain available flood insurance for the Personal Property Collateral. CDC may request a waiver of this requirement from the Sacramento Loan Processing Center. The CDC must submit with its request a written justification that fully explains why flood insurance is not economically feasible or, if flood insurance is not available, the steps taken to determine that it is not available.

Insurance coverage must be in amounts equal to the lesser of the insurable value of the property or the maximum limit of coverage available. Insurance coverage must contain a MORTGAGEE CLAUSE/LENDER'S LOSS PAYABLE CLAUSE (or substantial equivalent) in favor of CDC. This clause must provide that any action or failure to act by the debtor or owner of the insured property will not invalidate the interest of CDC and SBA. (Borrower will be ineligible for any future SBA disaster assistance or business loan assistance if Borrower does not maintain any required flood insurance for the entire term of the Loan.)

- b. **Real Estate Hazard Insurance** coverage on all business real estate that is collateral for the Loan in the amount of the full replacement cost. If full replacement cost insurance is not available, coverage must be for maximum insurable value. Insurance coverage must contain a MORTGAGEE CLAUSE (or substantial equivalent) in favor of CDC and SBA. This clause must provide that any action or failure to act by the mortgagor or owner of the insured property will not invalidate the interest of CDC and SBA. The policy or endorsements must provide for at least 10 days prior written notice to CDC of policy cancellation.
- c. **Personal Property Hazard Insurance** coverage on all equipment, fixtures or inventory that is collateral for the Loan, in the amount of full replacement costs. If full replacement cost insurance is not available, coverage must be for maximum insurable value. Insurance coverage must contain a LENDER'S LOSS PAYABLE CLAUSE in favor of CDC and SBA. This clause must provide that any action or failure to act by the debtor or owner of the insured property will not invalidate the interest of CDC and SBA. The policy or endorsements must provide for at least 10 days prior written notice to CDC of policy cancellation.
- d. **Liability Insurance** in an amount and with an insurance company satisfactory to CDC.
- e. **Workers' Compensation Insurance** in an amount meeting state law requirements and with an insurance company satisfactory to CDC.
- f. **Wind Hazard Insurance** coverage on all business real estate that is collateral for the Loan in the amount of the full replacement cost. If full replacement cost insurance is not available, coverage must be for maximum insurable value. Insurance coverage must contain a MORTGAGEE CLAUSE (or substantial equivalent) in favor of CDC and SBA. This clause must provide that any action or failure to act by the mortgagor or owner of the insured property will not invalidate the interest of CDC and SBA. The policy or endorsements must provide for at least 10 days prior written notice to CDC of policy cancellation.

2. Environmental Requirements

- a. CDC must not close the Loan until it has:
 - (1) completed the review for potential environmental contamination required in SOP 50-10(5) (“Environmental Investigation”) on each business real property site taken as collateral; and
 - (2) sufficiently minimized the risk from any adverse environmental findings discovered in the Environmental Investigation, or otherwise, as required by SOP 50-10(5), Subpart C, Chapter 3 (Environmental Policies and Procedures) and applicable appendices.
- b. Immediately after CDC review, the CDC must submit the results of the Environmental Investigation to SBA’s Sacramento Loan Processing Center for SBA approval prior to 504 Loan Closing. If CDC or SBA determines from the Environmental Investigation that there is potential environmental contamination, CDC may not forward the Debenture until SBA is satisfied that the risk has been sufficiently minimized. Adverse environmental findings may lead to cancellation of this Authorization.
- c. CDC should consult with the local SBA office where the real property collateral is located to ascertain any state or local environmental requirements.

3. Borrower, Guarantor and Operating Company Documents

- a. Prior to 504 Loan Closing, CDC must obtain from Borrower, Guarantor and Operating Company a current copy of each of the following as appropriate:
 - (1) **Corporate Documents**—Articles or Certificate of Incorporation (with amendments), any By-laws, Certificate of Good Standing (or equivalent), Corporate Borrowing Resolution, and, if a foreign corporation, current authority to do business within this state.
 - (2) **Limited Liability Company (LLC) Documents**—Articles of Organization (with amendments), Fact Statement or Certificate of Existence, Operating Agreement, Borrowing Resolution, and evidence of registration with the appropriate authority.
 - (3) **General Partnership Documents**—Partnership Agreement, Certificate as to Partners, and Certificate of Partnership or Good Standing (or equivalent), as applicable.
 - (4) **Limited Partnership Documents**—Partnership Agreement, Certificate as to Partners, and Certificate of Partnership or Good Standing (or equivalent), as applicable, Certificate of Limited Partnership, and evidence of registration with the appropriate authority.
 - (5) **Limited Liability Partnership (LLP) Documents**—Partnership Agreement, Certificate as to Partners, Certificate of Partnership or Good Standing (or equivalent) as applicable, and evidence of registration with the appropriate authority.
 - (6) **Trustee Certification**—A Certificate from the trustee warranting that:
 - (a) The trust will not be revoked or substantially amended for the term of the Loan without the consent of SBA;
 - (b) The trustee has authority to act;
 - (c) The trust has the authority to borrow funds, guarantee loans, and pledge trust assets;
 - (d) If the trust is an Eligible Passive Company, the trustee has authority to lease the property to the Operating Company;
 - (e) There is nothing in the trust agreement that would prevent CDC from realizing on any security interest in trust assets;
 - (f) The trust agreement has specific language confirming the above; and

- (g) The trustee has provided and will continue to provide SBA with a true and complete list of all trustors and donors.
- (7) **Trade Name**—Documentation that Borrower has complied with state requirements for registration of Borrower's trade name (or fictitious name), if one is used.
- b. Prior to 504 Loan Closing, CDC must obtain from Borrower and Operating Company:
 - (1) **Ownership**—Evidence that ownership and management have not changed without CDC's approval since the application was submitted.

4. Operating Information

Prior to 504 Loan Closing, CDC must obtain:

- a. **Verification of Financial Information**—CDC must submit IRS Form 4506-T (SBA version) to the Internal Revenue Service to obtain federal income tax information on Borrower, or the Operating Company if Borrower is an EPC, for either the last 2 or 3 years (unless Borrower or Operating Company is a start-up business) depending upon the number of years and number of annual financial statements used to substantiate size eligibility. If the business has been operating for less than 3 years, CDC must obtain the information for all years in operation.

This requirement does not include tax information for the most recent fiscal year if the fiscal year-end is within 6 months of the date SBA received the application. CDC must compare the tax data received from the IRS with the financial data or tax returns submitted with the Loan application, and relied upon in approving the Loan. Borrower must resolve any significant differences to the satisfaction of CDC and SBA. Failure to resolve differences may result in cancellation of the Loan.

If the Loan involves a change of ownership, CDC must verify financial information provided by the seller of the business in the same manner as above.

If CDC does not receive a response from the IRS or copy of the tax transcript within 10 business days of submitting IRS Form 4506-T, then CDC may close the Loan prior to completing this verification, provided that CDC has submitted IRS Form 4506-T to the IRS no later than 10 business days from the date of this Authorization. However, CDC must send a second request following precisely the procedures detailed in SOP 50-10(5) and must perform the verification and resolve any significant differences discovered, even if the loan is fully disbursed.

- b. **Authority to Conduct Business**—Evidence that the Borrower has an Employer Identification Number and any authorization necessary to legally operate the business.
- c. **Flood Hazard Determination**—A completed Standard Flood Hazard Determination (FEMA Form 81-93).

5. Appraisal

Prior to 504 Loan Closing, and in accordance with SOP 50-10(5), CDC must obtain and submit to SBA:

- a. **Real Estate Appraisal** on the Project real property located at 1301 10th Street, Lake Park, FL 33403-2034. If the appraised fair market value is less than \$1,780,736.00, Borrower must provide additional investment, additional collateral, or reduce the size of the Project as appropriate.

6. Certifications and Agreements

- a. At or prior to 504 Loan Closing, CDC must require Borrower to certify that:
- (1) **No Adverse Change**—Since the date of application there has been no unremedied substantial adverse change in the financial condition of Borrower and Operating Company or their ability to repay the Project financing, including the Note. Borrower must also supply to CDC accurate financial statements, current within 120 days of 504 Loan Closing.
 - (2) **Child Support**—No principal who owns at least 50% of the ownership or voting interest of the company is delinquent more than 60 days under the terms of any (a) administrative order, (b) court order, or (c) repayment agreement requiring payment of child support.
 - (3) **Current Taxes**—Borrower is current on all federal, state, and local taxes, including but not limited to income taxes, payroll taxes, real estate taxes, and sales taxes.
 - (4) **Environmental**—For any real estate pledged as collateral for the Loan or where the Borrower is conducting business operations (collectively "the Property"):
 - (a) At the time Borrower submitted the Loan application, Borrower was in compliance with all local, state, and federal environmental laws and regulations pertaining to reporting or clean-up of any hazardous substance, hazardous waste, petroleum product, or any other pollutant regulated by state or federal law as hazardous to the environment ("Contaminant"), and regarding any permits needed for the creation, storage, transportation or disposal of any Contaminant;
 - (b) Borrower will continue to comply with these laws and regulations;
 - (c) Borrower, and all of its principals, has no knowledge of the actual or potential existence of any Contaminant that exists on, at, or under the Property, including groundwater, other than what was disclosed in connection with the Environmental Investigation of the Property;
 - (d) Until full repayment of the Loan, Borrower will promptly notify Lender and SBA if it knows or suspects that there has been, or may have been, a release of a Contaminant in, at, or under the Property, including groundwater, or if Borrower or such Property is subject to any investigation or enforcement action by any federal, state, or local environmental agency ("Agency") pertaining to any Contaminant on, at, or under such Property, including groundwater;
 - (e) As to any Property owned by Borrower, Borrower indemnifies, and agrees to defend and hold harmless, Lender and SBA, and any assigns or successors in interest which take title to the Property, from and against all liabilities, damages, fees, penalties or losses arising out of any demand, claim or suit by any Agency or any other party relating to any Contaminant found on, at, or under the Property, including groundwater, regardless of whether such Contaminant resulted from Borrower's operations. (Lender or SBA may require Borrower to execute a separate indemnification agreement).
- b. At or prior to 504 Loan Closing, CDC must require Borrower to certify that it will:
- (1) **Reimbursable Expenses**—Reimburse CDC for expenses incurred in the making and administration of the Loan.
 - (2) **Books, Records, and Reports**-
 - (a) Keep proper books of account in a manner satisfactory to CDC;
 - (b) Furnish year-end statements to CDC within 120 days of fiscal year end;
 - (c) Furnish additional financial statements or reports whenever CDC requests them;

- (d) Allow CDC or SBA, at Borrower's expense, to:
 - [1] Inspect and audit books, records and papers relating to Borrower's financial or business condition; and
 - [2] Inspect and appraise any of Borrower's assets; and
 - [3] Allow all government authorities to furnish reports of examinations, or any records pertaining to Borrower, upon request by CDC or SBA.
- (3) **Equal Opportunity**—Post SBA Form 722, Equal Opportunity Poster, where it is clearly visible to employees, applicants for employment and the general public.
- (4) **American-made Products**—To the extent practicable, purchase only American-made equipment and products with the proceeds of the Loan.
- (5) **Taxes**—Pay all federal, state, and local taxes, including income, payroll, real estate and sales taxes of the business when they come due.
- (6) **Occupancy**—Occupy, at all times during the term of the Loan, at least 51% of the total Rentable Property and 100% of the renovated Rentable Property. Borrower will not use Loan proceeds to improve or renovate any of the property leased to third parties.
- c. Prior to 504 Loan Closing, CDC must require Borrower to certify that it will not, without prior written consent of CDC and SBA:
 - (1) **Distributions**—Make any distribution of company assets that will adversely affect the financial condition of Borrower.
 - (2) **Ownership Changes**—Change the ownership structure or interests in the business during the term of the Note, provided that, commencing six months after the Debenture sale, Borrower may have one or more changes in ownership without approval of SBA so long as the cumulative change over the term of the Note is less than five percent (5%).
 - (3) **Transfer of Assets**—Sell, lease, pledge, encumber (except by purchase money liens on property acquired after the date of the Note), or otherwise dispose of any of Borrower's property or assets, except in the ordinary course of business.
 - (4) **Conflict**—Or any of its affiliates acquire, directly or indirectly, in excess of a 10% ownership or interest in CDC during the term of the Debenture. If this type of acquisition occurs the Debenture will immediately become due and payable in full.

F. DEBENTURE SALE CONDITIONS

- 1. SBA will not authorize the sale of the Debenture until SBA is satisfied that:
 - a. there has been no unremedied adverse change in the financial condition, organization, management, operations, or assets of Borrower ;
 - b. all the terms and conditions of this Authorization have been met, and;
 - c. Borrower and the CDC have complied with their responsibilities as listed below.
- 2. IT IS BORROWER'S RESPONSIBILITY TO:
 - a. Comply with other conditions, outside the Authorization, that are reasonably imposed by CDC.
 - b. Cooperate fully with CDC and SBA in closing the Loan and obtaining necessary certifications and documents.
 - c. Comply with the closing instructions provided by CDC and SBA.

- d. Execute all documents required by CDC and SBA. All documents required to be produced by the Borrower must be satisfactory to SBA in form and substance.
- e. Submit all required documents to CDC counsel sufficiently in advance of 504 Loan Closing (as directed by CDC counsel).
- f. Certify that all elements of Project Costs have been paid in full and how they were paid.
- g. Certify that any bankruptcy or insolvency proceeding involving, or pending lawsuit against, Borrower, Operating Company or any of their principals has been disclosed in writing to CDC.

3. IT IS CDC'S RESPONSIBILITY TO:

- a. Close the Loan in accordance with the terms and conditions of this Authorization.
- b. Obtain valid and enforceable Loan documents and all required lien positions. This includes obtaining the signatures or written consent of any obligor's spouse if such consent or signature is necessary to bind the marital community or create a valid lien on marital property.
- c. Obtain all necessary certifications.
- d. Obtain a legal opinion from CDC counsel or Borrower's counsel if there is one, acceptable to CDC and SBA, verifying:
 - (1) that all Borrower or guarantor entities (other than natural persons) are properly organized, in good standing, validly existing, and have the authority to borrow or guarantee;
 - (2) that the documents executed by the Borrower and guarantors have been authorized, executed, and delivered by an authorized person, and are valid and binding obligations, enforceable in accordance with their respective terms; and
 - (3) opinions as to such other matters as CDC and SBA may require.
- e. Certify to SBA that there has been no substantial unremedied adverse change in the Borrower's financial condition, organization, operation, or assets, as set forth on the CDC Certification (SBA Form 2101).
- f. Certify that all elements of Project Costs have been paid in full and that the Interim Lender, Third Party Lender, Borrower, and CDC have each contributed to the Project in the amount and manner authorized by SBA.
- g. Properly complete all closing documents using SBA Required Forms. CDC may use its own forms except as otherwise instructed in this Authorization. CDC must use the following forms for the Loan:

Opinion of CDC Counsel (Appendix D to the National 504 Authorization Boilerplate)

SBA Form 2101, CDC Certification

SBA Form 1505, SBA Note

SBA Form 1504, Debenture

SBA Form 159 (504), Compensation Agreement, for each representative

SBA Form 1528, CDC Board Resolution

SBA Form 1506, Servicing Agent Agreement

SBA Form 722, Equal Opportunity Poster

SBA Form 2286, 504 Debenture Closing Checklist

SBA Form 2287, Third Party Lender Agreement
 SBA Form 2288, Interim Lender Certification
 SBA Form 2289, Borrower and Operating Company Certification
 IRS Form W-9

CDC may use computer-generated versions of mandatory SBA Forms, as long as these versions are exact reproductions.

- h. Submit Form 2286, the 504 Debenture Closing Checklist, and copies of required documents from the checklist for SBA review and approval by the deadlines established by SBA for each Debenture sale.
4. **Compensation Agreement.** At Closing, CDC and Borrower must provide an SBA Form 159 (504) from each agent, as described in the form, that assisted the Borrower to obtain the Loan, indicating the amount of each fee.
5. **Completion of Debenture and Note Terms.** Borrower and CDC authorize CDC, SBA and/or CSA to date and otherwise complete any terms of the Debenture, Note, or Loan Documents which were incomplete at the time of their execution as soon as such terms become known to them.

ADMINISTRATOR
 SMALL BUSINESS ADMINISTRATION

3/4/2022

X  Sacramento
 Loan Processing Center
 DIGITAL SIGNATURE

Signed by: MICHAEL STOKES

March 4, 2022

By: Authorized SBA Representative

Date

ACCEPTANCE BY BORROWER AND CDC:

In consideration for the provision by SBA of financial assistance to CDC for the benefit of Borrower, and intending to be bound, Borrower and CDC accept and agree to comply fully with the terms and conditions of this Authorization for Debenture Guarantee. Each person signing below represents and warrants that he or she is fully authorized to execute this Authorization in the capacity indicated.

This Authorization should be executed by all parties within 10 days of Loan approval.

The terms and conditions of this Authorization survive 504 Loan Closing and Debenture sale.

FLORIDA FIRST CAPITAL FINANCE CORPORATION

(Corporate Seal if Required)

By (name, title): Darrell Brown, Asst. Secretary

3/8/2022
Date

Attest or Witness, as required (name, title): Christine Mellon, Asst. Secretary

3/08/2022
Date

FLORIDA CANNING COMPANY, LLC

(Corporate Seal if Required)

By (name, title): _____

Date

Attest or Witness, as required (name, title): _____

Date

OPERATING AGREEMENT

OF

FLORIDA CANNING COMPANY, LLC

(A FLORIDA LIMITED LIABILITY COMPANY)

This Operating Agreement is made as December __, 2021 by and between the Persons set forth on Schedule “A” hereto.

A. The parties desire to form FLORIDA CANNING COMPANY LLC (the “Company”) as a limited liability company under the laws of the State of Florida and, to that end, have filed Articles of Organization for the Company with the Florida Secretary of State.

B. The parties desire to become members of the Company and to adopt a limited liability company agreement to govern the respective rights and obligations of the members and the manager of the Company.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree that the following shall be the Operating Agreement of the Company.

ARTICLE I

DEFINITIONS

When used in this Agreement, the following terms have the following meanings:

1.1 “Act” means the Florida Revised Limited Liability Company Act.

1.2 “Adjusted Capital Account” of a Member means the Capital Account of that Member, increased by any amount that such Member is obligated to restore pursuant to Treasury Regulations § 1.704-1(b)(2)(ii)(c) or deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations § 1.704-2(g)(1) or 1.704-2(i)(5), and reduced by the items described in Treasury Regulations § 1.704-1(b)(2)(ii)(d)(4), (5) or (6).

1.3 “Affiliate” of another Person means (a) a Person directly or indirectly (through one or more intermediaries) Controlling, Controlled by or under common Control with that other Person, or (b) a Person owning or controlling ten percent (10%) or more of the outstanding voting securities or beneficial interests of that other Person.

1.4 “Agreement” means this Operating Agreement of the Company.

1.5 “Articles of Organization” means the Articles of Organization of the Company filed under the Act with the Florida Secretary of State.

1.6 “Business” means the leasing, operation, improvement, financing, refinancing, development and or management of the Property.

1.7 “Call” has the meaning set forth in Section 3.1.2.

1.8 “Capital Account” of a Member means the capital account of that Member determined in accordance with Treasury Regulations § 1.704-1(b)(2)(iv) and this Section 1.8. The Capital Accounts shall be adjusted by the Managing Member upon an event described in Treasury Regulations § 1.704-1(b)(2)(iv)(f)(5) in the manner described in Treasury Regulations § 1.704-1(b)(2)(iv)(f) and (g) if the Managing Member reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company, and at such other times as the Managing Member may determine is appropriate to reflect the economic arrangement among the parties. Each such capital account can increase or decrease as applicable depending on each Members contributions to the Company or distributions from the Company.

1.9 “Capital Contribution” of a Member means the amount of money contributed to the capital of the Company by such Member.

1.10 “Code” means the Internal Revenue Code of 1986.

1.11 “Company” means FLORIDA CANNING COMPANY, LLC, a Florida limited liability company.

1.12 “Company Minimum Gain” with respect to any Fiscal Year means the “partnership minimum gain” of the Company computed in accordance with Treasury Regulations §§ 1.7042(b)(2) and 1.704-2(d).

1.13 “Control” of a Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

1.14 “Defaulting Member” has the meaning set forth in Section 3.2.1.

1.15 “Distributable Cash” at any time means that portion of the cash then on hand or in accounts of the Company at a bank or other financial institution which the Managing Member deem available for distribution to the Members at such time, taking into account (a) the amount of cash required for the payment of all current expenses, liabilities and obligations of the Company (whether for expense items, capital expenditures, improvements, retirement of indebtedness or otherwise) and (b) the amount of cash which the Managing Member deem necessary or appropriate to establish reserves for the payment of future expenses, liabilities, obligations, capital expenditures, improvements, retirements of indebtedness, operations and contingencies, known or

unknown, liquidated or unliquidated, including liabilities which may be incurred in litigation and liabilities undertaken pursuant to the indemnification provisions of this Agreement.

1.16 “Distribution” means the transfer of money or property by the Company to one or more Members with respect to their Interests, without separate consideration.

1.17 “Excess Contribution” at any time means the excess, if any, of (a) the aggregate Capital Contributions through such date over (b) the sum of the aggregate Capital Contributions through such date and the Distributions pursuant to Section 6.5.1(b).

1.18 “Fair Market Value” means the amount that would be paid for such interest/property or assets in cash at the closing by a hypothetical willing buyer to a hypothetical willing seller, each having knowledge of all relevant facts and neither being under a compulsion to buy or sell.

1.19 “Fiscal Year” means the Company’s taxable year, which shall be the taxable year ended December 31, or such other taxable year as may be selected by the Managing Member in accordance with applicable law.

1.20 “Interest” means a Member’s overall interest as a Member of the Company, including the Member’s interest in Profit, Loss, special allocations, Distributable Cash or other Distributions, rights to vote or participate in the management of the Company and rights to information concerning the business and affairs of the Company. Each Member’s applicable Interest in the Company is set forth in Schedule “A” annexed hereto.

1.21 “Interest Rate” means a rate of interest equal to two (2) percentage points above the prime rate of interest as reported in the “Money Rates Section” of The Wall Street Journal from time to time, but not more than the maximum rate permitted by applicable law.

1.22 “Liquidation Value” on any date with respect to an Interest means the amount a Person would receive with respect to such Interest if the net assets of the Company were sold for cash equal to their Fair Market Value on such date and the Company liquidated on such date.

1.23 “Managing Member” means the Person(s) designated pursuant to Section 5.2, until such Person(s) ceases to be a Managing Member of the Company pursuant to the terms of this Agreement.

1.24 “Member” means a Person designated on Schedule “A” as a Member, and any other Person that is admitted as a Member pursuant to the provisions of this Agreement, in each case until such Person ceases to be a member of the Company as provided herein.

1.25 “Member Minimum Gain” means the “partner nonrecourse debt minimum gain” of the Company computed in accordance with Treasury Regulations § 1.704-2(i)(3).

1.26 “Member Nonrecourse Debt” means the “partner nonrecourse liability” or “partner nonrecourse debt” of the Company computed in accordance with Treasury Regulations § 1.704-2(b)(4).

1.27 “Member Nonrecourse Deductions” means the “partner nonrecourse deductions” of the Company computed in accordance with Treasury Regulations § 1.704-2(i)(1) and (2).

1.28 “Nonrecourse Deductions” means the “nonrecourse deductions” of the Company computed in accordance with Treasury Regulations § 1.704-2(b).

1.29 “Percentage” of a Member means the percentage set forth on Schedule A for such Member, as the same may be adjusted pursuant to this Agreement.

1.30 “Person” means any entity, corporation, company, association, joint venture, joint stock company, partnership (including a general partnership, limited partnership and limited liability partnership), limited liability company, trust, real estate investment trust, organization, individual, nation, state, government (including any agency, department, bureau, board, division and instrumentality thereof), trustee, receiver or liquidator.

1.31 “Profit” and “Loss” means, for each Fiscal Year, the taxable income and taxable loss, as the case may be, of the Company for such Fiscal Year determined in accordance with federal income tax principles, including items required to be separately stated, taking into account income that is exempt from federal income taxation, items that are neither deductible nor chargeable to a capital account and rules governing depreciation and amortization, except that in computing taxable income or taxable loss, the “book” value of an asset will be substituted for its adjusted tax basis if the two differ, and any gain, income, deductions or losses specially allocated under Section 6.3 or 6.4 shall be excluded from the computation.

1.32 “Property” means the real property that is the subject of the lease between CIDC and the Company located at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202, the improvements thereon and the personal property related thereto.

1.33 “Securities Act” means the Securities Act of 1933.

1.34 “Tax Matters Partner” means the Person designated pursuant to Section 9.5.1.

1.35 “Transfer” means a sale, assignment, transfer, other disposition, pledge, hypothecation or other encumbrance, whether direct or indirect, whether voluntary, involuntary or by operation of law, and whether for value or not. Transfer includes any transfer by gift, devise, intestate succession, sale, operation of law, upon the termination of a trust, as a result of or in connection with any property settlement or judgment incident to a divorce, dissolution of marriage or separation, by decree of distribution or other court order or otherwise.

1.36 “Treasury Regulations” means the regulations promulgated by the United States Treasury Department pertaining to the income tax.

ARTICLE II ORGANIZATIONAL MATTERS

2.1 Name. The name of the Company shall be “FLORIDA CANNING COMPANY, LLC,” or upon compliance with applicable law, any other name that the Managing Member may determine. The Business of the Company shall be conducted under that name. The Company shall notify the Members of any change in the name of the Company.

2.2 Term. The term of the Company’s existence commenced upon the filing of its Articles of Organization with the Florida Secretary of State on November 20, 2020, and shall continue until such time as the Company is terminated pursuant to ARTICLE X.

2.3 Office and Agent. The principal office of the Company shall be located at such place as the Managing Member may determine from time to time. The Managing Member shall notify the Members of any change in the principal office of the Company. The name and business address of the agent for service of process for the Company in the State of Florida is Charles Schorr Lesnick; located at 11259 Edgewater Circle, Wellington, FL 33414, or such other Person with such other address as the Managing Member may appoint from time to time.

2.4 Purpose of Company. The purpose of the Company shall be to engage in the Business, and any activities incidental thereto or connected therewith.

2.5 Intent. It is the intent of the Members that the Company shall be treated as a “partnership” for federal income tax purposes. It also is the intent of the Members that the Company not be operated or treated as a “partnership” for purposes of Section 303 of the United States Bankruptcy Code. No Member or Managing Member shall take any action inconsistent with either such express intent without the vote of Members owning a majority of the Percentages of the Members.

2.6 Members. The name, address, phone number, e-mail, Capital Contribution and Percentage of each Member as of the date hereof is set forth on Schedule “A”. The Company shall amend Schedule “A” to reflect any change pursuant to this Agreement in any of the foregoing with respect to any Member.

2.7 Qualification. The Company shall qualify to do business in each jurisdiction where such qualification is required.

ARTICLE III CAPITAL CONTRIBUTIONS

3.1 Capital Contributions.

3.1.1 Capital Contributions. Each Member has contributed to the Company the Capital Contribution specified opposite such Member’s name on Schedule “A”, the receipt of which is hereby acknowledged.

3.1.2 Further Capital Contributions. If the Managing Member determines that the Company needs additional funds that the Managing Member determines should be funded with additional Capital Contributions from the Members, the Company shall give each Member at least Twenty (20) days' notice of the Company's need for the additional funds, the amount of the funds needed, the reason therefor, the Member's additional Capital Contribution required thereby (which shall be equal to his Percentage of the aggregate funds being called), and the date by which the additional Capital Contribution is required to be made (each a "Call"). Notwithstanding the foregoing, the Members may prohibit the Managing Member from making an additional Capital Contribution vis-à-vis a Call through an affirmative vote of Members owning a majority of the Percentages of the Members to be held within Five (5) days of a Call being announced.

3.1.3 No Further Capital Contributions. Except as set forth in this Section 3.1, no Member shall be required to make any Capital Contribution or lend money to the Company. Except as provided in this ARTICLE III no Member may make a Capital Contribution or lend money to the Company without the Managing Member's written consent.

3.2 Default by a Member.

3.2.1 Default With Respect to Further Capital Contribution. If a Member fails to timely make a required Capital Contribution pursuant to a Call (which shall not be made upon less than Twenty (20) days' notice) (a "Defaulting Member"), the Company may request one or more non-Defaulting Members to make an additional Capital Contribution to the Company in an amount up to the amount of the required contribution that was not paid by the Defaulting Member. The Defaulting Member shall be liable for any costs and expenses incurred by the Company or any non-Defaulting Member in enforcing its or their rights pursuant to this Section 3.2. Such Capital Contribution shall accrue at the Interest Rate defined in Section 1.21 until paid in full and said amounts shall be charged against the Defaulting Member's Capital Account and/or be recovered against any monies due to the Defaulting Member until paid in full and such Defaulting Member shall not receive any Distributions as defined in this Agreement until such sum is fully paid; or

3.2.2 All Non-Defaulting Members, pro-rata to their Percentage(s) in the Company, shall have the ability to offer a loan to the Defaulting Member at the Interest Rate to cure the default.

3.3 Capital Accounts. The Company shall establish and maintain a separate Capital Account for each Member.

3.4 No Priorities of Members; No Withdrawals of Capital. Except as otherwise specified in this Agreement, no Member shall have a priority over any other Member as to any Distribution, whether by way of return of capital or by way of Profits, or as to any allocation of Profit, Loss or special allocations. No Member shall have any right to withdraw or reduce their Capital Contribution except as a result of the dissolution and liquidation of the Company, and no Member shall have the right to demand or receive property other than cash in return for their Capital Contribution. No Member has any right to, interest in, or claim against any specific property of the Company by reason of their Interest.

3.5 No Interest. Except as specifically provided herein, no Member shall be entitled to receive any interest on their Capital Contributions or Capital Account.

3.6 Certificates of Interest. The Company may issue certificates representing the outstanding Interests. Each certificate shall bear such legends as the Managing Member may determine.

ARTICLE IV MEMBERS

4.1 Resignations. Except as otherwise expressly provided herein, no Member may resign from the Company prior to the dissolution and liquidation of the Company (other than pursuant to a permitted Transfer of a Member's entire Interest in the Company pursuant to ARTICLE X). A Member that resigns in contravention of this Agreement shall not be entitled to any consideration for his Interest as a result of such resignation, and shall be liable to the Company and the other Members for any damages suffered by them as a result of such resignation. A Member that resigns from the Company shall cease to be a Member.

4.2 Action by Members.

4.2.1 Meetings of Members. Meetings of the Members may be called by the Managing Member, or in the case of any matter on which Members may vote, by any Member. Such meetings shall be held at the place, date and time that the Person(s) calling such meeting shall designate in the notice of the meeting. Members may participate in any meeting through the use of conference calls, Zoom or similar video conference platforms, or similar communications equipment as long as all Members participating can hear one another. A Member so participating is deemed to be present in person at the meeting. Except as otherwise provided herein, action at any meeting with respect to the Company requires the affirmative vote of Members owning a majority of the Percentages of the Members.

4.2.2 Notice of Meeting. At least two (2) calendar days prior written notice shall be given to the Members entitled to vote at such meeting, stating the place, date and time of the meeting, the Person(s) calling the meeting and the purpose for which the meeting is called. Notice of a meeting need not be given to any Member who submits a signed waiver of notice, in person or by proxy, whether before, at or after the meeting. All such waivers shall be filed with the Company records or made part of the minutes of the meeting. The attendance of a Member at the meeting, whether in person or by proxy, without protesting the lack of proper notice shall constitute a waiver of notice by such Member. All parties shall have the right to call into the meeting by telephone, if they cannot attend in person as well as having the option of assigning a person by proxy to represent them and to vote on any and all issues raised at such meeting.

4.2.3 Action by Consent. Any action that may be taken by Members at a meeting may also be taken without a meeting, if a consent in writing setting forth the action so taken is signed by Members owning a sufficient Percentage to take such action at a meeting at which all the Members entitled to vote on such action are present and voting, and such consent is delivered to the Managing Member within sixty (60) days after the date of the earliest signature to such

consent. Consents may be signed in counterparts and facsimile and PDF signatures shall be deemed originals. The Company shall retain such consents with the books and records of the Company and shall notify all Members of the action so taken.

4.3 Other Activities of Members. Nothing in this Agreement shall prevent a Member, Managing Member or officer from engaging or participating in any other activity, venture or enterprise, whether or not related to the Business and whether or not competitive with the Company. Being a Member of the Company does not entitle such Person to participate or otherwise have any interest in any other permitted activity, venture or enterprise of another Member, the Managing Member or an officer of the Company, unless otherwise agreed between them in writing.

4.4 Membership Interests. The Members shall maintain the respective voting, distribution and equitable Interests in the Company as is set forth on Schedule “A.”

ARTICLE V MANAGEMENT AND CONTROL OF THE COMPANY

5.1 Management by the Managing Member.

5.1.1 Exclusive Management by the Managing Member. Except as otherwise expressly provided in this Agreement or as expressly required by a non-waivable provision of the Act, (a) the business, property and affairs of the Company shall be managed exclusively by the Managing Member, (b) the Managing Member shall have full, complete and exclusive authority, power and discretion to manage and Control the business, property and affairs of the Company, to make all decisions regarding those matters, to bind the Company and to perform any and all other actions customary or incident to the management of the Company’s business, property and affairs, and (c) no Member, other than the Managing Member, shall have any right or power to participate in the management of the Company or to bind the Company.

5.1.2 Performance of Duties. The Managing Member shall perform their managerial duties for the Company in accordance with the standard of care prescribed by Section 10.2. In performing his duties, the Managing Member shall be entitled to rely in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Member, officer, employee or committee of the Company, or by any other Person, as to matters which the Managing Member reasonably believes are within such Person’s professional or expert competence and who has been selected with reasonable care by or on behalf of the Company (including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which Distributions might properly be made). For this purpose, if the Managing Member is responsible for the making of any Company records, the Managing Member may only rely on those records in good faith if that reliance is reasonable.

5.1.3 Devotion of Time. The Managing Member shall devote such time and effort as they deem appropriate for the management of the Company’s business, property and affairs. The Members acknowledge that the Managing Member is engaged in substantial other activities

which require a substantial portion of their time and attention and that of its partners, officers, employees and agents.

5.2 Designation and Removal of the Managing Member.

5.2.1 Number of Managing Member. There shall be one (1) Managing Member.

5.2.2 Designation. The Members designate Charles Schorr Lesnick as the Managing Member. If the Person designated as a Managing Member fails to qualify or resigns, then the Person designated by Members owning a majority of the Percentages of the Members shall be the Managing Member, provided such Person qualifies and is willing to serve. The Company shall promptly notify all of the Members of such designation.

5.2.3 Resignation. The Managing Member may resign upon twenty (20) days prior written notice to the Members. Resignation as Managing Member shall not affect the Managing Member's Interest, if any, as a Member.

5.2.4 The Managing Member shall be afforded an additional Forty (40%) Percent Membership Interest in lieu of receiving a fee for acting as Managing Member. This additional Membership Interest shall not require that the Managing Member make any additional Capital Contribution to the Company, nor shall it entitle the Managing Member to additional distributions than any other Member after any distributions made to reimburse the Members for monies contributed pursuant to each Member's Capital Account.

5.3 Limitations on Powers of the Managing Member. Notwithstanding anything herein to the contrary, without the consent of the Members owning a majority of the Percentages of the Members, the Managing Member may not cause or permit the Company to:

- (a) issue any additional Interests or any option or other right to acquire an Interest;
- (b) amend, restate or revoke the Articles of Organization of the Company or this Agreement;
- (c) merge or consolidate with or into another Person, enter into, transfer or terminate any business combination, partnership or joint venture with any other Person;
- (d) engage in any business other than the Business or any activity that is not consistent with the Company's purpose;
- (e) commence, join in or settle any claim, action, suit or proceeding by, against or involving the Company which may materially affect the operations of the Company;
- (f) confess a judgment against the Company;
- (g) take any action for which this Agreement requires the consent of Members, as set forth elsewhere in this Agreement; or

(h) agree to do any of the foregoing.

5.4 Transactions with the Managing Member and his Affiliates.

5.4.1 Compensation. Other than for the additional Membership Interests (for voting rights only) granted to the Managing Member pursuant to Section 5.2.4, the Managing Member shall not receive compensation from the Company for their services as Managing Member, except as outlined below. Additionally, the Company shall reimburse the Managing Member for all reasonable out-of-pocket costs and expenses incurred by the Managing Member in connection with the business and affairs of the Company.

5.4.2 Management Fee. There shall be no management fee. Notwithstanding the foregoing, the Managing Member is authorized to retain and pay Kookaburra Management LLC to handle certain management responsibilities.

5.4.3 Arm's Length Transactions. Any transaction or fees between the Company and a Managing Member or an Affiliate of a Managing Member shall be at arm's length, upon terms no less favorable to the Company than would be obtained from unrelated third parties dealing at arm's length. The Members agree that the allocations and Distributions pursuant to this Agreement satisfy such standard.

5.5 Officers. The Managing Member may appoint such officers of the Company with such powers and duties as the Managing Member may determine from time to time. Each officer shall serve at the pleasure of the Managing Member. An individual may hold any number of offices.

5.6 Day-to-Day Management of the Property. The Company shall hire Kookaburra Management LLC for the services of Amy Angelo and Scott Angelo (collectively, the "Managers") to manage the day-to-day business of the Company and the Property pursuant to a Management Agreement dated _____ and subsequent agreement to be entered into between the Company and the Managers. Notwithstanding the foregoing, the Members may overturn any decision made by the Managers through an affirmative vote of Members owning a majority of the Percentages of the Members. In the event that: (i) the Managers stop managing the day-to-day business of the Company and Property; (ii) the Managing Member determines, in their sole discretion, that the Managers are not doing a satisfactory job in performing their duties pursuant to the Management Agreement; (iii) the Managers cease to be a tenant at the Property without written consent of the Company; or (iv) the Managers' business goes out of business; then the Company shall have the right to buy the Managers' Interest in the Company at the then Fair Market Value, as determined by the Managing Member based on a formula taking into account the Company's actual earnings.

ARTICLE VI ALLOCATIONS OF PROFIT, LOSS AND DISTRIBUTIONS

6.1 Allocation of Profit. Profit for each Fiscal Year shall be allocated to the Members in accordance with the following order of priority:

(a) Profit up to the excess, if any, of the aggregate Loss allocated pursuant to Section 6.2(c) for any prior Fiscal Year over the aggregate Profit previously allocated pursuant to this Section 6.1(a) shall be allocated to the Members in proportion to their respective Percentages for each Member;

(b) Any remaining Profit up to the excess, if any, of the aggregate Loss allocated pursuant to Section 6.2(b) for any prior Fiscal Year over the aggregate Profit previously allocated pursuant to this Section 6.1(b) shall be allocated to the Members in proportion to the Capital Contributions for each Member;

(c) Notwithstanding the provisions of Section 6.5 below, any remaining Profit shall be allocated back to the Company.

6.2 Allocation of Loss. Loss for each Fiscal Year shall be allocated to the Members in accordance with the following order of priority:

(a) Loss up to the excess, if any, of the aggregate Profit allocated pursuant to Section 6.1(c) for any prior Fiscal Year over the sum of the aggregate Loss previously allocated pursuant to this Section 6.2(a) and the aggregate amount previously allocated to the Members in proportion to the Capital Contribution for each Member;

(b) Any remaining Loss up to the aggregate Adjusted Capital Account balances of the Members having positive Adjusted Capital Account balances shall be allocated to the Members in proportion to such Adjusted Capital Account balances; and

(c) Any remaining Loss shall be allocated to the Members in proportion to their respective Percentages.

6.3 Special Allocations

6.3.1 Minimum Gain Chargeback. In the event there is a net decrease in the Company Minimum Gain during any Fiscal Year, the minimum gain chargeback provisions described in Treasury Regulations § 1.704-2(f) and (g) shall apply.

6.3.2 Member Minimum Gain Chargeback. In the event there is a net decrease in Member Minimum Gain during any Fiscal Year, the partner minimum gain chargeback provisions described in Treasury Regulations § 1.704-2(i) shall apply.

6.3.3 Qualified Income Offset. In the event a Member unexpectedly receives an adjustment, allocation or Distribution described in Treasury Regulations § 1.704-1(b)(2)(ii)(d)(4), (5) or (6), which adjustment, allocation or distribution creates or increases a deficit balance in that Member's Capital Account, the "qualified income offset" provisions described in Treasury Regulations § 1.704-1(b)(2)(ii)(d) shall apply.

6.3.4 Nonrecourse Deductions. Nonrecourse Deductions shall be allocated to the Members in proportion to their respective Percentages.

6.3.5 Member Nonrecourse Deductions. Member Nonrecourse Deductions shall be allocated to the Members as required in Treasury Regulations § 1.704-2(i)(1).

6.3.6 Intention. The special allocations in Section 6.3 are intended to comply with certain requirements of the Treasury Regulations and shall be interpreted consistently therewith. It is the intent of the Members that any special allocation pursuant to Section 6.3 shall be offset with other special allocations pursuant to Section 6.3. Accordingly, special allocations of Company income, gain, loss or deduction shall be made in such manner that, in the reasonable determination of the Managing Member, taking into account likely future allocations under Section 6.3, after such allocations are made, each Member's Capital Account is, to the extent possible, equal to the Capital Account it would have been were Section 6.3 not part of this Agreement.

6.4 Tax Allocation Matters.

6.4.1 Contributed or Revalued Property. Each Member's allocable share of the taxable income or loss of the Company, depreciation, depletion, amortization and gain or loss with respect to any contributed property, or with respect to Company property that is revalued pursuant to Treasury Regulations § 1.704-1(b)(2)(iv)(f) or Section 1.8, shall be determined in the manner (and as to revaluations, in the same manner as) provided in Section 704(c) of the Code. The allocation shall take into account, to the full extent required or permitted by the Code, the difference between the adjusted basis of the property to the Member contributing (or deemed to be contributing) it and the Fair Market Value of the property at the time of its contribution or revaluation, as the case may be, determined by the Managing Member. The Company shall apply Section 704(c)(1)(A) by using the "traditional method" as set forth in Treasury Regulations § 1.704-3(b).

6.4.2 Recapture Items. In the event that the Company has taxable income in any Fiscal Year that is characterized as ordinary income under the recapture provisions of the Code, each Member's distributive share of taxable gain or loss from the sale of Company assets (to the extent possible) shall include a proportionate share of this recapture income equal to that Member's share of prior cumulative depreciation deductions with respect to the assets which gave rise to the recapture income.

6.4.3 Consistent Treatment. All items of income, gain, loss, deduction and credit of the Company shall be allocated among the Members for federal income tax purposes in a manner consistent with the allocation of the corresponding items under this ARTICLE VI. Each Member is aware of the income tax consequences of the allocations made by this ARTICLE VI and hereby agrees to be bound by the provisions of this ARTICLE VI in reporting their share of Company income, gain, loss, deduction and credit for income tax purposes. No Member shall report on their tax return any transaction by the Company, any amount allocated or distributed from the Company or contributed to the Company inconsistently with the treatment reported (or to be reported) by the Company on its tax return nor take a position for tax purposes that is inconsistent with the position taken by the Company.

6.5 Distributions.

6.5.1 Distributions. The Company may make Distributions to the Members as needed and at such times and in such amounts as the Managing Member may determine.

6.5.2 Order of Distributions. The Company shall make Distributions in cash, to the extent there is Distributable Cash, to the Members in the following order of priority:

- (a) Repayment of all other outstanding Company loans, in the order and priority that they were entered into by the Company, except subject to Section 6.5.1;
- (b) Any bonus or salaries determined due and payable to the Managing Member; and
- (c) Distributions shall be made to the Members in proportion to their respective Percentages.

6.5.3 Distributions in Kind. The Company may make Distributions in property (other than cash) at such times and in such amounts as the Managing Member may determine. Any such Distributions shall be made to the Members in proportion to their respective Percentages, unless a Member agrees to take such property in lieu of a Distribution that it would otherwise receive under Section 6.5.2. Any property (other than cash) Distributed to one or more Members shall first be valued at its Fair Market Value as determined by the Managing Member to determine the Profit, Loss and special allocations that would have resulted if the property had been sold for such value, which amounts shall be allocated pursuant to Article VI, and the Members' Capital Accounts shall be adjusted to reflect those allocations. The amount Distributed and charged to the Capital Account of each Member receiving an interest in the Distributed property shall be the Fair Market Value of such interest as determined by the Managing Member (net of any liability secured by the asset that the Member assumes or takes subject to).

6.5.4 Limitations on Distributions. Notwithstanding anything herein to the contrary, the Company may not make a Distribution to a Member to the extent that at the time of the Distribution, after giving effect to the Distribution, all liabilities of the Company (other than to Members on account of their Interests and liabilities for which the recourse of creditors is limited to specified property of the Company) exceed the Fair Market Value of the assets of the Company (except that the Fair Market Value of property that is subject to a liability for which the recourse of creditors is limited to such property shall be included in the assets of the Company only to the extent the Fair Market Value of such property exceeds that liability).

6.6 Allocations in Respect of a Transferred Interest.

6.6.1 Allocation. If there is a change in any Member's Percentage for any reason during any Fiscal Year, each item of income, gain, loss, deduction or credit of the Company for that Fiscal Year shall be assigned pro rata to each day in that Fiscal Year in the case of items allocated based on Percentages, and the amount of such item so assigned to any such day shall be allocated to the Member based upon that Member's Percentage at the close of that day. Notwithstanding the foregoing, the net amount of gain or loss realized by the Company in connection with the sale or other disposition of property other than in the ordinary course of

business shall be allocated solely to Members having a Percentage of Membership on the date of such sale or other disposition.

6.6.2 Distributions. Except as otherwise provided herein, all Distributions shall be allocated among the Members in accordance with their respective Percentages of Membership on the date of the Distribution.

6.6.3 Attributes. If any Interest is Transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account, excess contributions, and any other relevant attribute of the transferor to the extent it is attributable to the Interest so Transferred.

6.7 Order of Application. To the extent that any allocation, Distribution or adjustment specified in this Agreement affects the results of any other allocation, Distribution or adjustment required herein, the allocations, Distributions and adjustments specified in the following Sections shall be made in the priority listed and in the order set forth therein:

- (a) Section 6.5;
- (b) Section 6.4;
- (c) Section 6.3;
- (d) Section 6.2;
- (e) Section 6.1; and
- (f) Section 10.4.

To the extent possible, these provisions shall be applied as if all Distributions and allocations were made at the end of the Company's Fiscal Year. Where any provision depends on the Capital Account of any Member, that Capital Account shall be determined after the operation of all preceding provisions for the Fiscal Year.

6.8 Allocation of Excess Nonrecourse Liabilities. "Excess nonrecourse liabilities" of the Company as used in Treasury Regulations § 1.752-3(a)(3) shall first be allocated among the Members pursuant to the "additional method" described in such section and then in accordance with the Members' respective Percentages.

6.9 Form of Distribution. No Member has the right to demand or receive any Distribution from the Company in any form other than money. No Member may be compelled to accept from the Company a Distribution of any asset in kind in lieu of a proportionate Distribution of money being made to other Member(s), and except with respect to a Distribution of an asset in kind pro rata to all of the Members with an Interest or upon a dissolution and the winding up of the Company, no Member may be compelled to accept a Distribution of any asset in kind.

6.10 Amounts Withheld. Any amounts withheld with respect to a Member pursuant to any federal, state, local or foreign tax law from a Distribution by the Company to the Member shall be treated as distributed to such Member pursuant to Section 6.5 or 10.4. Any other amount

required to be paid by the Company to a taxing authority with respect to a Member pursuant to any federal, state, local or foreign tax law in connection with any payment to or tax liability (estimated or otherwise) of the Member shall be treated as a loan from the Company to such Member. If such loan is not repaid within thirty (30) days from the date the Managing Member notifies such Member of such withholding, the loan shall bear interest at the Interest Rate from the date of the applicable notice to the date of repayment. In addition to all other remedies the Company may have, the Company may withhold Distributions that would otherwise be payable to such Member and apply such amount toward repayment of the loan and interest.

ARTICLE VII TRANSFER OF INTERESTS

7.1 Transfer of Interests. Except as otherwise expressly provided in this ARTICLE VII, no Member may Transfer all or any portion of their Interest. Any attempted Transfer in violation of this ARTICLE VII hereof shall be null and void *ab initio*, and shall not bind the Company. Unless the transferee is a Member or is admitted as a Member, a permitted Transfer shall only Transfer a right to allocations and Distributions hereunder. Upon the Transfer of a Member's entire Interest, the transferor shall cease to be a Member.

7.2 Permitted Transfers. Subject to the provisions of Sections 7.3, 7.4 and 7.5, the restrictions upon Transfer specified in Section 7.1 shall not apply to any Transfer by a Member (a) to the transferor's spouse or lineal descendant(s) who are over the age of twenty-one (21) years, or to a trust solely for the benefit of the transferor and/or any such Person irrespective of the age of the beneficiary, and from such trust to any such beneficiary, (b) to a Member or lineal descendant(s) of a Member who are over the age of twenty-one (21) years, or a trust solely for the benefit of the transferor and/or any such Person irrespective of the age of the beneficiary, and from such trust to any such beneficiary, or (c) with the prior written consent of the Managing Member, which consent may be withheld, delayed or conditioned in their sole reasonable discretion, to any other Person; *provided, however*, that such permitted transferee (other than a Person who is already a Member) agrees in writing to become a party to this Agreement and to be subject to the terms and conditions hereof.

7.3 Further Restrictions on Transfers. Notwithstanding anything herein to the contrary, in addition to any other restrictions on a Transfer of an Interest, no Interest may be Transferred (a) without compliance with the Securities Act and any other applicable securities or "blue sky" laws, (b) if, in the determination of the Managing Member, the Transfer could result in the Company not being classified as a partnership for federal income tax purposes, (c) if, in the determination of the Managing Member, the Transfer could cause the Company to become subject to the Investment Company Act of 1940, (d) if, in the determination of the Managing Member, the Transfer results in the termination of the Company under Section 708 of the Code and such termination has a material adverse affect on the Company or the Members; or (e) the transferee is a minor or incompetent.

7.4 Admission of Transferee as a Member. Upon a Transfer of an Interest to a permitted transferee pursuant to Section 7.2, the permitted transferee shall be admitted as a Member. Except as provided in the preceding sentence, no transferee of an Interest who is not

already a Member shall become a Member without the prior consent of the Members through an affirmative vote of the Members holding a majority of Membership Percentages in the Company that are in good standing at the time the transferee is seeking to be admitted, and the transferee pays to the Company a transfer fee in cash which is sufficient, in the Members' sole determination, to cover all expenses incurred by the Company in connection with the Transfer and admission of the transferee as a Member.

7.5 Bring-Along Rights.

7.5.1 Drag-Along Rights. If Members owning a majority of the Interests entitled to vote determine to sell all or substantially all of their Interests to a purchaser who is not an Affiliate of any such Member pursuant to a *bona fide* offer, all the Members and their permitted transferees to whom Interests were transferred shall sell a proportionate amount of their Interests to the purchaser on the same terms and conditions (determined on the basis of their relative Liquidation Values). Notwithstanding the foregoing, the Managing Member must agree to such sale, in writing, or such majority of Members shall be unable to compel the sale of a proportionate share of the Interests of the remaining Members.

7.5.2 Tag-Along Rights. If a Member (the "Seller") determines to Transfer in one (1) or more related transactions, a portion of their Interests having a majority of the aggregate Percentages to a purchaser who is not an Affiliate of any such Member pursuant to a *bona fide* offer, the Seller shall provide the other Members (the "Remaining Members") with at least Twenty (20) days prior written notice of the Transfer, together with a copy of the offer and a description of the terms, including the price for the Interest(s) proposed to be Transferred (the "Notice"). Each Remaining Member shall have the right, by delivery to the Seller of written notice, within such twenty (20) day period, to Transfer a portion of their Interest equal to the same proportion as the proportion of the Seller's Percentages proposed to be Transferred bears to the total Seller's Percentages, to the purchaser on terms and conditions consistent with the Transfer by the Seller. For example, if Seller Members are transferring Fifty Percent (50%) of their Membership Interest(s), then, upon proper Notice to all Remaining Members, such Remaining Members may "Tag Along" and sell their pro-rata (in this case Fifty Percent (50%)) Membership Interest(s) too.. The aggregate purchase price for the Interests sold shall be allocated among the Seller Members in proportion to their respective Liquidation Values on the date of the Notice.

7.6 Enforcement. The restrictions on Transfer contained in this Agreement are an essential element in the ownership of an Interest. Upon application to any court of competent jurisdiction, a Member shall be entitled to a decree against any Person violating or about to violate such restrictions, requiring their specific performance, including those prohibiting a Transfer of all or a portion of their Interest.

7.7 Deadlock. If the Members are unable to agree on any of the matters described in this Section 7 of the LLC Agreement or "Fundamental Matters" and such disagreement continues for fourteen (14) days despite good faith deliberations by the Members (a "Deadlock"), then any Member shall be entitled to exercise the Buy-Sell rights set forth in this Agreement in Article 9 by delivering a Buy-Sell Offer Notice (as defined herein). For purposes hereof, "Fundamental Matters" shall mean any of the following matters:

- (a) Amend, modify or waive the Certificate of Formation or the LLC Agreement;
- (b) Make any material change to the nature of the Business conducted by the Company or enter into any business other than the Business;
- (c) Adopt or amend the Budget;
- (d) Issue additional Membership Interests or admit additional Members to the Company;
- (e) Incur any indebtedness, pledge or grant liens on any assets or guarantee, assume, endorse or otherwise become responsible for the obligations of any other Person except to the extent approved or authorized in the Budget in excess of \$50,000 in any single transaction or series of related transactions, or in excess of \$50,000 in the aggregate at any time outstanding;
- (f) Make any loan, advance or capital contribution to or in any Person except to the extent approved or authorized in the Budget in excess of \$20,000.
- (g) Appoint or remove the Company's auditors or make any changes in the accounting methods or policies of the Company (other than as required by [GAAP]);
- (h) Enter into, amend in any material respect, waive or terminate any Related Party Agreement other than the entry into a Related Party Agreement that is on an arm's length basis and on terms no less favorable to the Company than those that could be obtained from an unaffiliated third party;
- (i) Enter into or effect any transaction or series of related transactions involving the purchase, lease, license, exchange or other acquisition (including by merger, consolidation, acquisition of stock or acquisition of assets) by the Company of any assets and/or equity interests of any Person, other than in the ordinary course of business consistent with past practice;
- (j) Enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale of stock or sale of assets) by the Company of any assets, other than sales of inventory in the ordinary course of business consistent with past practice;
- (k) Establish a Subsidiary or enter into any joint venture or similar business arrangement within Fifty (50) miles of the Company's Business;
- (l) Settle any lawsuit, action, dispute or other proceeding or otherwise assume any liability with a value in excess of \$50,000 or agree to the provision of any equitable relief by the Company;
- (m) Initiate or consummate an initial public offering or make a public offering and sale of the Membership Interests or any other securities;
- (n) Make any investments in any other, company, entity or individual in excess of \$20,000; or
- (o) Dissolve, wind-up or liquidate the Company or initiate a bankruptcy proceeding involving the Company.

ARTICLE VIII

DEATH OR DISABILITY OF A MEMBER

8.1. *Intentionally deleted.*

ARTICLE IX BUY-SELL RIGHTS

9.1 Buy-Sell Rights. Each Member shall, at all times, have the right to buy or sell their Member interests (the "Buy-Sell Right").

9.2 Buy-Sell Offer Notice. If a Member wishes to exercise the buy-sell right provided in Section 9.1 above, such Member (the "Initiating Member") shall deliver to the other Member (the "Responding Member") written notice (the "Buy-Sell Offer Notice") of such election, which notice shall include (a) a description of the circumstances that triggered the use of the buy-sell right, and (b) the purchase price (which shall be payable exclusively in cash (unless otherwise agreed to in writing)) at which the Initiating Member shall (i) purchase all of the Membership Interests owned by the Responding Member(s) (the "Buy-out Price") or (ii) sell all of its Membership Interests to the Responding Member(s) (the "Sell-out Price"), with any difference between the Buy-out Price and the Sell-out Price based solely on each Member's Membership Interest in the Company, without regard to any market discount or premium from differences in such proportionate interests. If more than one (1) Member wishes to become a Responding Member such sold Membership Interests shall be split proportionately among the Responding Members in accordance to their existing Membership Interests.

9.3 Response Notice. Within thirty (30) days after the Buy-Sell Offer Notice is received (the "Buy-Sell Election Date"), the Responding Member(s) shall deliver to the Initiating Member a written notice (the "Response Notice") stating whether it elects to (a) sell all of its Membership Interests to the Initiating Member for the Buy-out Price or (b) buy all of the Membership Interests owned by the Initiating Member for the Sell-out Price. The failure of the Responding Member to deliver the Response Notice by the Buy-Sell Election Date shall be deemed to be an election to sell all of its Membership Interests to the Initiating Member at the Buy-out Price.

9.4 Closing. The closing of any purchase and sale of Membership Interests pursuant to this Agreement shall take place within thirty (30) days after the Response Notice is delivered or deemed to have been delivered or some other date mutually agreed upon by the parties. The Buy-out Price or the Sell-out Price, as the case may be, shall be paid at closing by wire transfer of immediately available funds to an account designated in writing by the selling Member (the "Selling Member"). At the closing, the Selling Member shall deliver to the purchasing Member (the "Purchasing Member") good and marketable title to its Membership Interests, free and clear of all liens and encumbrances. Each Member agrees to cooperate and take all actions and execute all documents reasonably necessary or appropriate to reflect the purchase of the Selling Member's Membership Interest by the Purchasing Member.

ARTICLE X

ACCOUNTING, RECORDS AND REPORTING

10.1 Books and Records. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with the Company's method of accounting, consistently applied. The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The Company shall maintain all of the following at its principal office, with copies available at all times during normal business hours for inspection and copying upon reasonable notice by any Member or their authorized representatives for any purpose reasonably related to the Interest of that Member, including, but not limited to:

- (a) true and full information regarding the status of the business and financial condition of the Company;
- (b) promptly after becoming available, a copy of the Company's federal, state and local income tax returns, if any, for each Fiscal Year;
- (c) a current list of the name and last known business, residence or mailing address of each Member and Managing Member;
- (d) a copy of this Agreement and the Articles of Organization and all amendments thereto, together with executed copies of any written powers of attorney pursuant to which this Agreement or the Articles of Organization or any amendments thereto have been executed; and
- (e) true and full information regarding the amount of cash and a description and statement of the agreed value of any other property or services contributed by each Member and which each Member has agreed to contribute in the future, and the date on which each became a Member.

10.2 Tax Reports. The Company shall cause to be prepared and duly and timely filed, at the Company's expense, all tax returns required to be filed by the Company. The Company shall send to each Member within ninety (90) days after the end of each Fiscal Year such information relating to the Company as is necessary for the Member to complete their federal, state and local income tax returns that include such Fiscal Year.

10.3 Accounts; Invested Funds. All funds of the Company shall be deposited in such account or accounts of the Company as may be determined by the Managing Member and shall not be commingled with the funds of any other Person. All withdrawals therefrom shall be made upon checks signed by such Persons and in such manner as the Managing Member may determine. Temporary surplus funds of the Company may be invested in commercial paper, time deposits, short-term government obligations or other investments determined by the Managing Member.

10.4 Tax Elections. No Member or Managing Member shall elect to treat the Company as an association taxable as a corporation without the vote of Members owning a majority of the

Percentages of the Members. Except as otherwise expressly provided herein, the Company shall make such tax elections as the Managing Member may determine.

10.5 Tax Matters Partner.

10.5.1 Designation. As long as he qualifies as tax matters partner under the Code, Charles Schorr Lesnick shall be the Tax Matters Partner. If there is no Tax Matters Partner, the Person meeting the requirements for a tax matters partner under Code Section 6231(a)(7) and designated by vote of Members owning a majority of the Percentages of the Members shall be the Tax Matters Partner. The Tax Matters Partner may resign in the same manner as the Managing Member pursuant to Sections 5.2.3, which shall be applied by substituting “Tax Matters Partner” for “Managing Member”.

10.5.2 Powers. The Tax Matters Partner shall have all of the powers and authority of a tax matters partner under the Code. The Tax Matters Partner shall represent the Company (at the Company’s expense) in connection with all administrative and/or judicial proceedings by the Internal Revenue Service or any taxing authority involving any tax return of the Company and may expend the Company’s funds for professional services and costs associated therewith. The Tax Matters Partner shall provide to the Members prompt notice of any communication to or from or agreements with a federal, state, or local taxing authority regarding any tax return of the Company, including a summary of the provisions thereof.

10.6 Confidentiality. All books, records, financial statements, tax returns, budgets, business plans and projections of the Company, all other information concerning the business, affairs and properties of the Company and all of the terms and provisions of this Agreement shall be held in confidence by the Managing Member and Member and their respective Affiliates, subject to any obligation to comply with (a) any applicable law, (b) any rule or regulation of any legal authority or securities exchange or (c) any subpoena or other legal process to make information available to the Persons entitled thereto. Such confidentiality shall be maintained until such time, if any, as any such confidential information either is, or becomes, published or a matter of public knowledge (other than as a result of a breach of this Section 9.6 by such Person or its Affiliate).

ARTICLE XI

DISSOLUTION AND WINDING UP

11.1 Dissolution. The Company shall be dissolved, its assets disposed of and its affairs wound up upon the first to occur of the following:

- (a) a determination of the Members to dissolve the Company through an affirmative vote of the majority of the Members;
- (b) the sale of all or substantially all of the assets of the Company;

(c) ninety (90) days after the date on which there are no Members, unless a Member is admitted within such period;

(d) the entry of a judicial decree of dissolution of the Company pursuant to the Act.

11.2 Date of Dissolution. Dissolution of the Company shall be effective on the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until its assets have been liquidated and distributed as provided herein. Notwithstanding a dissolution, prior to termination, the business and the rights and obligations of the Members, as such, shall continue to be governed by this Agreement.

11.3 Winding Up. Upon the occurrence of any event specified in Section 10.1, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, satisfying the claims of its creditors, and distributing any remaining assets in cash or in kind, to the Members. The Managing Member shall be responsible for overseeing the winding up and liquidation of the Company and shall cause the Company to sell or otherwise liquidate all of the Company's assets except to the extent the Managing Member determines to distribute any assets to the Members in kind, discharge or make reasonable provision for all of the liabilities of the Company and all costs relating to the dissolution, winding up, and liquidation and distribution of assets, establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members, the amounts of such reserves shall be deemed to be an expense of the Company), and distribute the remaining assets to the Members, in the manner specified in Section 10.4. The Managing Member shall be allowed a reasonable time for the orderly liquidation of the Company's assets and discharge of its liabilities, so as to preserve and upon disposition maximize, to the extent possible, the value of such assets.

11.4 Liquidating Distributions. The Company's assets, or the proceeds from the liquidation thereof, shall be applied in cash or in kind in the following order:

(a) to creditors (including Members who are creditors (other than on account of their Capital Accounts)) to the extent otherwise permitted by applicable law in satisfaction of liabilities of the Company, including expenses of the liquidation (whether by payment of the making of reasonable provision for payment thereof), other than liabilities for which reasonable provision for payment has been made;

(b) to the establishment of such reserves for contingent liabilities of the Company as are deemed reasonably necessary by the Managing Member (other than liabilities for which reasonable provision for payment has been made); *provided, however*, that such reserves shall be held for the purpose of disbursing such reserves for the payment of such contingent liabilities and, at the expiration of such period as the Managing Member may reasonably deem advisable, for the purpose of distributing the remaining balance in accordance with subparagraph (c) and (d) below;

(c) to the Members, in accordance with their respective positive Capital Account balances (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all Fiscal Years, including the Fiscal Year in which the liquidation occurs).

11.5 Distributions in Kind. Any non-cash asset distributed to one or more Members shall first be valued at its Fair Market Value as determined by the Managing Member to determine the Profit, Loss and special allocations that would have resulted if that asset had been sold for that value, which amounts shall be allocated pursuant to ARTICLE VI, and the Members' Capital Accounts shall be adjusted to reflect those allocations. The amount distributed and charged to the Capital Account of each Member receiving an interest in the distributed asset shall be the Fair Market Value of such interest as determined by the Managing Member (net of any liability secured by the asset that the Member assumes or takes subject to).

11.6 No Liability. Notwithstanding anything herein to the contrary, upon a liquidation within the meaning of Treasury Regulations § 1.704-1(b)(2)(ii)(g), if any Member has a deficit Capital Account balance (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all Fiscal Years, including the Year in which such liquidation occurs), neither that Member nor the Managing Member shall have any obligation to make any contribution to the capital of the Company, and the deficit balance of that Member's Capital Account shall not be considered a debt owned by that Member or the Managing Member to the Company or to any other Person for any purpose whatsoever.

11.7 Limitations on Payments Made in Dissolution. Each Member shall be entitled to look only to the assets of the Company for the return of that Member's positive Capital Account balance and no Member, Managing Member or officer of the Company shall have any personal liability therefor.

11.8 Articles of Dissolution. Upon completion of the winding up of the Company, the Company shall file an Articles of Dissolution with the Florida Secretary of State to cancel the Articles of Organization.

ARTICLE XII

LIMITATION OF LIABILITY; STANDARD OF CARE; INDEMNIFICATION

12.1 Limitation of Liability. Except as otherwise required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member, Managing Member or officer of the Company shall be obligated personally for any such debt, obligation or liability of the Company, or for any debt, or liability of another Member, Managing Member or officer of the Company solely by reason of being a Member, Managing Member and/or officer of the Company.

12.2 Standard of Care. No Managing Member, Member or officer of the Company shall have any personal liability whatsoever to the Company, any Member, Affiliate of the Company or

any Affiliate of any Member on account of such Person's status as Managing Member, Member or officer of the Company or any of the foregoing, or by reason of such Person's acts or omissions in connection with the conduct of the business of the Company, so long as such Person acts in good faith for a purpose which the Person reasonably believes to be in, or not opposed to, the best interests of the Company or any act or omission by an employee, independent contractor or agent of the Company, so long as the selection of such employee, independent contractor or agent was within the scope of such Person's authority and such Person exercised reasonable care in selecting such employee, independent contractor or agent; *provided, however*, that nothing contained herein shall protect any such Person against any liability to which such Person would otherwise be subject by reason of such Person's gross negligence or willful misconduct.

12.3 Indemnification.

11.3.1 The Company shall indemnify and hold harmless any Person made, or threatened to be made, a party to an action or proceeding, whether civil, criminal or investigative (a "proceeding"), including an action by or in the right of the Company, by reason of the fact that such Person was or is the Managing Member, a Member (including in the capacity of the Tax Matters Partner) or an officer of the Company or of any of the foregoing, from and against all judgments, fines, amounts paid in settlement and reasonable expenses (including investigation, accounting and attorneys' fees) incurred as a result of such proceeding, or any appeal therein if such Person acted in accordance with the standard of care prescribed in Section 11.2, and in a criminal proceeding, in addition, such Person had no reasonable cause to believe that their conduct was unlawful; *provided, however*, that nothing contained herein shall permit any Person to be indemnified or held harmless if and to the extent the liability sought to be indemnified or held harmless against results from such Person's gross negligence or willful misconduct. The termination of any such civil or criminal proceeding by judgment, settlement, conviction or upon a plea of *nolo contendere*, or its equivalent, shall not in itself create a presumption that any such Person did not act in good faith, for a purpose which he reasonably believed to be in, or not opposed to, the best interests of the Company, that he did not exercise reasonable care in selecting an employee, independent contractor or agent, that an act or omission involved actual fraud or willful misconduct, or that he had reasonable cause to believe that their conduct was unlawful. The Company's indemnification obligations hereunder shall survive the termination of the Company. Each indemnified Person shall have a claim against the net assets of the Company for payment of any indemnity amounts from time to time due hereunder, which amounts shall be paid or properly reserved for prior to the making of Distributions by the Company to the Members.

12.3.2 Each of the Members hereby agrees to indemnify, defend and hold the other Members, the Managing Member, the Company, the officers of the Company and the employees of the Company harmless, including all costs and reasonable legal fees, from and against any and all claims which arise out of or relate to a certain Members negligent act, or claims arising from or related to the personal conduct or actions of Member outside of the scope of the Members employment with the Company.

12.4 Contract Right; Expenses. The right to indemnification conferred in this ARTICLE XII shall be a contract right. The Company may advance the expenses incurred by the indemnified Person in defending any such proceeding in advance of its final disposition, provided such Person

agrees to repay any amount that it is ultimately determined such Person is not entitled to receive under this ARTICLE XI.

12.5 Indemnification of Employees and Agents. In addition to the indemnification provided in Section 11.3 and 11.4, the Company may, to the extent authorized from time to time by the Managing Member, grant rights to indemnification and to advancement of expenses to any employee, independent contractor or agent of the Company and/or to their officers, directors, shareholders, partners, members, managers, employees, independent contractors or agents, up to the extent provided to an indemnified Person pursuant to Sections 11.3 and 11.4.

12.6 Nonexclusive Right. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this ARTICLE XII shall not be exclusive of any other right which any Person may have or hereafter acquire under any statute or agreement, or under any insurance policy obtained for the benefit of any indemnified Person.

12.7 Severability. If any provision of this ARTICLE XII is determined to be unenforceable in whole or in part, such provision shall nonetheless be enforced to the fullest extent permissible, it being the intent of this ARTICLE XII to provide indemnification to all Persons eligible hereunder to the fullest extent permitted by applicable law.

12.8 Insurance. In the discretion of the Managing Member, the Company may purchase and maintain insurance on behalf of an indemnified Person (and for each such indemnified Person who was a Managing Member, Member or officer of the Company for a reasonable period after ceasing to have such status) against any liability that may be asserted against that Person and incurred by that Person in any such capacity or arising out of that Person's connection with the Company. In addition, in the discretion of the Managing Member, the Company may purchase and maintain insurance on behalf of any other Person who is or was an employee, independent contractor or agent of the Company, and/or their officers, directors, shareholders, partners, members, managers, employees, independent contractors or agents, whether or not the Company would be required to indemnify that Person against liability under the provisions of ARTICLE XII or under applicable law.

ARTICLE XIII INVESTMENT REPRESENTATIONS

Each Member represents and warrants to the Members and the Company as follows:

13.1 Authority. The Member has the requisite power and authority to enter into this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not violate any other agreement to which the Member is a party. This Agreement constitutes a valid and binding agreement of the Member, enforceable against the Member in accordance with its terms, except that such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws, whether now or hereafter in effect, relating to or limiting creditors' rights generally and (b)

enforcement of this Agreement may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

13.2 Preexisting Relationship or Experience. By reason of the Member's business or financial experience, or by reason of the business or financial experience of the Member's financial advisor who is unaffiliated with and who is not compensated, directly or indirectly, by the Company or any Affiliate or selling agent of the Company, the Member is capable of evaluating the risks and merits of an investment in their Interest and of protecting the Member's own interests in connection with the investment.

13.3 Access to Information. Each Member has had an opportunity to review all documents, records and books pertaining to this investment and has been given the opportunity to consult with counsel of their choice with respect to all aspects of this investment, the Company's proposed business activities. To the extent desired, such Member has met with representatives of the Managing Member and has been provided with such information as may have been requested and has at all times been given the opportunity to obtain additional information necessary to verify the accuracy of the information received and the opportunity to ask questions of and receive answers concerning the terms and conditions of the investment and the nature and prospects of the Company's business.

13.4 Economic Risk. The Member is financially able to bear the economic risk of an investment in their Membership Interest, including the total loss thereof.

13.5 Investment Intent. The Member is acquiring their Interest for investment purposes and for the Member's own account only and not with a view to, or for sale in connection with, any distribution of all or any part of their Interest. Except for the shareholders or members of the Members, no other Person will have any direct or indirect beneficial interest in, or right to, their Interest.

13.6 Consultation with Attorney; Conflict. Each Member has been advised to consult with their or her own attorney regarding all legal and tax matters concerning an investment in their Interest, has had adequate opportunity to do so and has done so to the extent they consider necessary. The Member acknowledges and understands that the interests of each Member may be different with respect to this Agreement and the Member waives any conflict of interest that may exist with respect to the preparation of this Agreement.

13.7 Interest is Restricted Security. Each Member understands that their Interest is a "restricted security" under the Securities Act in that the Interest will be acquired from the Company in a transaction not involving a public offering, that their Interest may be resold without registration under the Securities Act only in certain limited circumstances and that otherwise their Interest must be held indefinitely.

13.8 No Registration of Interest. Each Member acknowledges that their Interest has not been registered under the Securities Act or qualified under any state securities law in reliance, in part, upon their representations, warranties and agreements herein, and that the Company has no obligation to register or qualify, or maintain any registration or qualification of, their Interest.

13.9 Accredited Investor. The Member is an “accredited investor” as that term is defined in Rule 501(a) of Regulation D under the Securities Act. If the Member is a corporation, partnership, limited liability company, trust or other entity, it was not organized for the specific purpose of acquiring its Interest.

13.10 No Advertising. Each Member has not seen, received or been solicited by any leaflet, public promotional meeting, newspaper or magazine article or advertisement, radio or general solicitation with respect to the purchase of their Membership Interest.

ARTICLE XIV MEMBER MEETINGS

14.1 Meetings of Members. Meetings of the Members shall be held on an annual basis, beginning March 1, 2022 or such other date as determined by the Members, or as may be called by the Managing Member or in the case of any matter on which Members may vote, by any Member. A Member so participating is deemed to be present in person at the meeting. Except as otherwise provided herein, action at any meeting with respect to the Company requires the affirmative vote of Members owning a majority of the Percentages of the Members.

14.2 Annual Meetings. Unless otherwise decided by resolution of the Members, annual meetings of the Members shall be held on the First day of March of each Fiscal Year of the Company if not a legal holiday in the state in which the meeting shall be held, and if a legal holiday, then on the next business day following, beginning at 10:00AM, or at any other time and place as the Members may decide by resolution and designate in the notice of the meeting (each an “Annual Meeting”). If the Annual Meeting or the election of a Managing Member is not held on the day designated in this Section, the Members shall conduct the election and a meeting of the Members as soon as is convenient. The Annual Meeting shall be for the purpose of electing a Managing Member and for transacting any other business which may properly come before the Meeting. Attendance by telephone conference is permissible.

14.3 Notice of Meeting. At least two (2) calendar days prior written notice shall be given to the Members entitled to vote at such meeting, stating the place, date and time of the meeting, the Person calling the meeting and the purpose for which the meeting is called. Notice of a meeting need not be given to any Member who submits a signed waiver of notice, in person or by proxy, whether before, at or after the meeting. All such waivers shall be filed with the Company records or made part of the minutes of the meeting. The attendance of a Member at the meeting, whether in person or by proxy, without protesting the lack of proper notice shall constitute a waiver of notice by such Member.

14.4 Consents. Personal presence of a Member shall not be required, provided a written consent to or rejection of the proposed action is submitted to the chairman of the meeting. Attendance by a Member and voting in person at any meeting shall revoke any written consents or rejections of the Member submitted with respect to action proposed to be taken at the meeting. Submission of a later dated written consent or rejection with respect to any action shall revoke an earlier one as to the action. Every consent or rejection must be signed by the Member or their

attorney-in-fact. All questions regarding the validity of consents or rejections shall be determined by the Member or Managing Member presiding over the meeting.

14.5 Action by Consent. Any action that may be taken by Members at a meeting may also be taken without a meeting, if a consent in writing setting forth the action so taken is signed by Members owning a sufficient Percentage to take such action at a meeting at which all the Members entitled to vote on such action are present and voting, and such consent is delivered to the Managing Member within sixty (60) days after the date of the earliest signature to such consent. Consents may be signed in counterparts. The Company shall retain such consents with the books and records of the Company and shall notify to all Members of the action so taken.

14.6 Action by Written Consent. Any matter on which the Members are authorized to take action under law, the Article of Organization, or these Regulations may be taken by the Members without a meeting assembled if written consents to the action by the Members are signed by the Members entitled to vote on the action at a meeting and who hold a majority in interest of the Members (as defined in Section 13.8 of this Article) or any greater ownership interest in the Company as may be required by law, by the Articles of Organization or by these Regulations.

14.7 Adjourned Meeting. On an adjournment of a meeting, it shall not be necessary to give any notice of the adjourned meeting, provided that the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business which might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If, however, after the adjournment, the Managing Member fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given as provided in Section 13.4 of this Article to each Member of record on the new record date entitled to vote at such meeting.

14.8 Member Quorum and Voting. The holders of a majority of the then-outstanding contributed and not returned capital of the Company ("majority in interest of the Members") entitled to vote, represented in person or by written consent, shall constitute a quorum at a meeting of Members provided that the Managing Member is present, except as otherwise prescribed by law or by the Articles of Organization of the Company. All Members present in person or represented by written consent at the meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, except as prescribed by law or the Articles of Organization. If a quorum is present, the affirmative vote of a majority in interest of the Members represented at the meeting and entitled to vote on the subject matter shall be the act of the Members unless otherwise provided by law, these Regulations or the Articles of Organization of the Company. All questions regarding the qualification of voters and the acceptance or rejection of votes shall be decided by the Managing Member presiding over the meeting.

14.9 Closing of Transfer Books or Fixing of Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment or postponement of any meeting of Members, or in order to make a determination of Members for any other proper purpose, the Managing Member of the Company may provide that the transfer books shall be closed for a stated period, but not to exceed, in any case, ten (10) days. If the transfer books shall be closed for the purpose of determining Members entitled to notice of or to vote at a meeting of Members, the books shall be closed for at least two (2) days immediately preceding the

meeting. In lieu of closing the transfer books, the Managing Member may fix in advance a date as the record date for any such determination of Members, this date in any case to be not more than one (1) day and, in case of a meeting of Members, not less than ten (10) days prior to the date on which the particular action requiring the determination of Members is to be taken. If the transfer books are not closed and no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting of Members, or Members entitled to receive payment of a dividend, the date on which notice of the meeting is mailed shall be the record date for the determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this section, the determination shall apply to any adjournment or postponement of the meeting.

ARTICLE XV MISCELLANEOUS

15.1 Amendments. Except as otherwise provided herein, no amendment to this Agreement shall be valid or effective unless in writing and authorized by Members owning a majority of the Percentages of the Members; *provided, however*, that except as otherwise provided herein, without the consent of a Member that is materially and adversely affected, no amendment shall make such Member personally liable for any obligation of the Company, change the allocation and distribution provisions or change this Section 14.1.

15.2 Offset Privilege. The Company may offset against any monetary obligation owing from the Company to any Member any monetary obligation then owing from that Member to the Company.

15.3 Notices. Any notice or other communication (collectively, “notice”) to be given to the Company or any Member in connection with this Agreement shall be in writing and will be deemed to have been given and received (a) on the date delivered if by courier or other means of personal delivery, (b) on the date sent by e-mail with a written mailed follow-up, (c) on the next business day after being sent by a nationally recognized overnight mail service in time for and specifying next day or next business day delivery. Any such notice must be given, if to the Company, to the Company at its principal place of business, and if to any Member or Managing Member, to such Member or Managing Member at the address specified for him on Schedule A. Any party may by notice pursuant to this Section 14.3 designate any other address as the new address to which notice must be given.

15.4 Fees and Expenses. Each party shall bear their own fees and expenses in connection with this transaction; *provided, however*, that the fees and expenses of MarksDiPalermo PLLC in connection with the legal work and preparation of this Agreement and any related documents shall be borne by the Company and all of its Members individually agree to ensure such payment by the Company is made in connection with the acquisition of the project and any other acquisition costs.

15.5 Waiver. No course of dealing or omission or delay on the part of any party hereto in asserting or exercising any right hereunder shall constitute or operate as a waiver of any such right. No waiver of any provision hereof shall be effective, unless in writing and signed by or on behalf

of the party to be charged therewith. No waiver shall be deemed a continuing waiver or waiver in respect of any other or subsequent breach or default, unless expressly so stated in writing.

15.6 Governing Law. This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Florida, without regard to choice or conflict of laws principles that would defer to the substantive laws of any other jurisdiction.

15.7 Remedies. Notwithstanding the foregoing, in the event of any actual or prospective breach or default by any party, the other parties shall be entitled to equitable relief, including remedies in the nature of injunction and specific performance (without being required to post a bond or other security or to establish any actual damages). In this regard, the parties acknowledge that they will be irreparably damaged in the event this Agreement is not specifically enforced, since (among other things) the Interests are not readily marketable.

15.8 Jurisdiction. Each of the parties hereto hereby irrevocably consents and submits to the jurisdiction of the Supreme Court of the State of Florida in connection with any suit, action or other proceeding arising out of this Agreement, and hereby unconditionally and irrevocably waives any objection to venue in Florida, and agrees that service of any summons, complaint, notice or other process relating to such suit, action or other proceeding may be effected in the manner provided by clause (c) of Section 14.3. **EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT**

15.9 Severability. The provisions hereof are severable and in the event that any provision of this Agreement shall be determined to be illegal, invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof shall not be affected, but shall, subject to the discretion of such court, remain in full force and effect, and any illegal, invalid or unenforceable provision shall be deemed, without further action on the part of the parties hereto, amended and limited to the extent necessary to render such provision, as so amended and limited, legal, valid and enforceable, it being the intention of the parties that this Agreement and each provision hereof shall be legal, valid and enforceable to the fullest extent permitted by applicable law.

15.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

15.11 Further Assurances; Power of Attorney. Each party hereto shall promptly execute, deliver, file or record such agreements, instruments, certificates and other documents and take such other actions as the Managing Member may reasonably request or as may otherwise be necessary or proper to carry out the terms and provisions of this Agreement and to consummate and perfect the transactions contemplated hereby. Failure to comply with this Section 14.11 shall be considered a breach of a material provision. In addition, each party hereby grants to the Managing Member the power of attorney (which power of attorney is coupled with an interest) to execute, deliver, file or record, on behalf of and in the name of such party any and all agreements, instruments, certificates and other documents which the Managing Member deems necessary, appropriate or desirable to effectuate the terms of this Agreement.

15.12 Assignment. Except as otherwise provided herein, this Agreement, and any right, interest or obligation hereunder, may not be assigned by any party hereto without the prior written consent of each other party hereto. Any purported assignment without such consent shall be null and void *ab initio* and without effect.

15.13 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement is not intended, and shall not be deemed, to create or confer any right or interest for the benefit of any Person not a party hereto.

15.14 Titles and Captions. The titles and captions of the Articles and Sections of this Agreement are for convenience of reference only and do not in any way define or interpret the intent of the parties or modify or otherwise affect any of the provisions hereof and shall not have any effect on the construction or interpretation of this Agreement.

15.15 Construction. This Agreement shall not be construed against any party by reason of such party having caused this Agreement to be drafted.

15.16 Usage. References in this Agreement to “Articles,” “Sections” and “Schedules” shall be to the Articles, Sections and Schedules of this Agreement, unless otherwise specifically provided; all Schedules to this Agreement are incorporated herein by reference; any use in this Agreement of the singular or plural, or the masculine, feminine or neuter gender, shall be deemed to include the others, unless the context otherwise requires; the words “herein”, “hereof” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement; the word “including” when used in this Agreement shall mean “including without limitation”; and except as otherwise specified in this Agreement, all references in this Agreement (a) to any agreement, document, certificate or other written instrument shall be a reference to such agreement, document, certificate or instrument, in each case together with all exhibits, schedules, attachments and appendices thereto, and as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof; and (b) to any law, statute or regulation shall be deemed references to such law, statute or regulation as the same may be supplemented, amended, consolidated, superseded or modified from time to time.

15.17 Entire Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating thereto (written or oral).

15.18 Representation. Each of the undersigned hereby acknowledges that this Agreement has been drafted on behalf of the Company by Cabot J . Marks, Esq. of MarksDiPalermo PLLC and that MarksDiPalermo PLLC. has represented all of the parties to this Agreement. Each of the undersigned understands that the interest of each of them may be different with respect to this Agreement. Each of the undersigned acknowledges that they have been fully, separately and individually apprised and advised by their own attorney of their legal rights and financial liabilities and responsibilities arising out of this Agreement and each has in addition thereto made independent inquiry and investigation with respect to all of the same. Each waives any conflict in

connection with the preparation of this Agreement and the documents related thereto and each acknowledges that they have had the opportunity to have this Agreement reviewed by, and to consult with, their own separate counsel, prior to executing the same.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Members have executed this Agreement, effective as of the date first written above.

By: Charles Lesnick
CHARLES SCHORR LESNICK

By: L. Schorr
DAVINA DEVELOPMENT LLC

By: Philip Schorr
PHILIP SCHORR

By: Richard Kooris
PEGALO PROPERTIES INC.

By: Amy Angelo
AMY ANGELO

By: Scott Angelo
SCOTT ANGELO

**SCHEDULE A NAMES, ADDRESSES, CAPITAL CONTRIBUTIONS, AND
PERCENTAGES OF THE MEMBERS**

Name, Address and E-mail	Capital Contribution	Percentage
Charles Schorr Lesnick 15 Albemarle Place Yonkers, NY 10701 Email: chuck.schorr.lesnick@gmail.com Phone: 914-954-3039	\$2,000.00	60%
Davina Development LLC 944 Warren Pkwy Teaneck, NJ 07666 Email: lschwartz@rmabronx.com Phone: 201-906-8005	\$2,000.00	10%
Philip Schorr 15 Albemarle Place Yonkers, NY 10701 Email: pschorr@rmaorg.com Phone: 718-538-5000	\$2,000.00	10%
Pegalo Properties Inc. 501 North IH-35 Austin, TX 78702 Email: rkooris1@501studios.com Phone: 512-422-8878	\$2,000.00	10%
Amy Angelo and Scott Angelo 221 Old Dixie Hwy, Suite 1 Tequesta, FL 33469 Email: amy.angelo@oceanacoffee.com Phone: 561.339.2913	\$2,000.00	10%
TOTAL	\$10,000.00	100%

OPERATING AGREEMENT

FLORIDA CANNING COMPANY, LLC

(A FLORIDA LIMITED LIABILITY COMPANY)

THE SECURITIES REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 NOR REGISTERED OR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS REGISTERED AND QUALIFIED UNDER APPLICABLE FEDERAL AND STATE SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, SUCH REGISTRATION AND QUALIFICATION IS NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS AGREEMENT IS FURTHER SUBJECT TO OTHER RESTRICTIONS, THE TERMS AND CONDITIONS OF WHICH ARE SET FORTH IN THIS AGREEMENT.

TITLE	CanningCo. Long OA NK 12.20
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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

This document was requested from app.clio.com

Document History



SENT

02 / 04 / 2022

21:46:10 UTC

Sent for signature to Chuck Lesnick, Esq.
(chuck.schorr.lesnick@gmail.com), Len Schwartz
(lschwartz@rmabronx.com), Philip Schorr
(philipschorr@aol.com), Richard Kooris
(rkooris@501studios.com), Amy Angelo
(amy.angelo@oceanacoffee.com) and Scott Angelo
(scott.angelo@oceanacoffee.com) from
nkilcoyne@marksdipalermo.com
IP: 158.106.217.218



VIEWED

02 / 04 / 2022

21:55:52 UTC

Viewed by Chuck Lesnick, Esq.
(chuck.schorr.lesnick@gmail.com)
IP: 148.74.212.141



SIGNED

02 / 04 / 2022

22:25:39 UTC

Signed by Chuck Lesnick, Esq.
(chuck.schorr.lesnick@gmail.com)
IP: 148.74.212.141

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DOCUMENT ID	e2ade57bd9b7e009813d9fef84d6b916d764919d
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

This document was requested from app.clio.com

Document History



02 / 04 / 2022
22:26:35 UTC

Viewed by Philip Schorr (philipschorr@aol.com)
IP: 148.74.212.141



02 / 04 / 2022
22:26:54 UTC

Signed by Philip Schorr (philipschorr@aol.com)
IP: 148.74.212.141



02 / 04 / 2022
23:17:55 UTC

Viewed by Richard Kooris (rkooris@501studios.com)
IP: 23.112.37.223



02 / 07 / 2022
21:48:20 UTC

Viewed by Scott Angelo (scott.angelo@oceanacoffee.com)
IP: 76.110.216.75



02 / 07 / 2022
21:48:32 UTC

Signed by Scott Angelo (scott.angelo@oceanacoffee.com)
IP: 76.110.216.75

TITLE	CanningCo. Long OA NK 12.20
FILE NAME	CanningCo.%20Long....20%20redline.pdf
DOCUMENT ID	e2ade57bd9b7e009813d9fef84d6b916d764919d
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

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Document History



02 / 07 / 2022
21:53:40 UTC

Signed by Richard Kooris (rkooris@501studios.com)
IP: 23.112.37.223



02 / 07 / 2022
23:07:14 UTC

Viewed by Amy Angelo (amy.angelo@oceanacoffee.com)
IP: 98.249.177.207



02 / 07 / 2022
23:08:00 UTC

Signed by Amy Angelo (amy.angelo@oceanacoffee.com)
IP: 98.249.177.207



02 / 08 / 2022
04:46:51 UTC

Viewed by Len Schwartz (lschwartz@rmabronx.com)
IP: 68.195.13.45



02 / 08 / 2022
04:47:20 UTC

Signed by Len Schwartz (lschwartz@rmabronx.com)
IP: 68.195.13.45



02 / 08 / 2022
04:47:20 UTC

The document has been completed.

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L20000368144
FILED 8:00 AM
November 20, 2020
Sec. Of State
jgharris

Article I

The name of the Limited Liability Company is:
FLORIDA CANNING COMPANY, LLC

Article II

The street address of the principal office of the Limited Liability Company is:
11259 EDGEWATER CIRCLE
WELLINGTON, FL. 33414

The mailing address of the Limited Liability Company is:
11259 EDGEWATER CIRCLE
WELLINGTON, FL. 33414

Article III

Other provisions, if any:
ANY AND ALL LAWFUL PURPOSE.

Article IV

The name and Florida street address of the registered agent is:
CHARLES LESNICK ESQ
11259 EDGEWATER CIRCLE
WELLINGTON, FL. 33414

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: CHARLES LESNICK

Article V

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

Title: AMBR
CHARLES LESNICK
11259 EDGEWATER CIRCLE
WELLINGTON, FL. 33414

L20000368144
FILED 8:00 AM
November 20, 2020
Sec. Of State
jgharris

Article VI

The effective date for this Limited Liability Company shall be:

11/20/2020

Signature of member or an authorized representative

Electronic Signature: CHARLES LESNICK

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.

Date of this notice: 01-07-2022

Employer Identification Number:
87-4314149

Form: SS-4

Number of this notice: CP 575 B

KISS KITCHENS LLC
RICHARD KOORIS MBR
15375 BLUE FISH CIR
LAKEWOOD RCH, FL 34202

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-4314149. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2022

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is KISS. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999999

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 01-07-2022
() - EMPLOYER IDENTIFICATION NUMBER: 87-4314149
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

KISS KITCHENS LLC
RICHARD KOORIS MBR
15375 BLUE FISH CIR
LAKEWOOD RCH, FL 34202

**Electronic Articles of Organization
For
Florida Limited Liability Company**

**L22000003035
FILED 8:00 AM
December 23, 2021
Sec. Of State
bcoates**

Article I

The name of the Limited Liability Company is:
KISS KITCHENS LLC

Article II

The street address of the principal office of the Limited Liability Company is:
15375 BLUE FISH CIRCLE
LAKEWOOD RANCH, FL. US 34202

The mailing address of the Limited Liability Company is:
15375 BLUE FISH CIRCLE
LAKEWOOD RANCH, FL. US 34202

Article III

The name and Florida street address of the registered agent is:
RICHARD KOORIS
15375 BLUE FISH CIRCLE
LAKEWOOD RANCH, FL. 34202

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: RICHARD KOORIS

Article IV

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

Title: AMBR
RICHARD KOORIS
15375 BLUE FISH CIRCLE
LAKEWOOD RANCH, FL. 34202 US

L22000003035
FILED 8:00 AM
December 23, 2021
Sec. Of State
bcoates

Signature of member or an authorized representative

Electronic Signature: SCOTT J. SCHUSTER

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.

OPERATING AGREEMENT

OF

KISS KITCHENS LLC

(A FLORIDA LIMITED LIABILITY COMPANY)

This Operating Agreement is made as of December 23, 2021 by and between the Persons set forth on Schedule “A” hereto.

A. The parties desire to form KISS KITCHENS LLC (the “Company”) as a limited liability company under the laws of the State of Florida and, to that end, have filed Articles of Organization for the Company with the Florida Secretary of State.

B. The parties desire to become members of the Company and to adopt a limited liability company agreement to govern the respective rights and obligations of the members and the manager of the Company.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree that the following shall be the Operating Agreement of the Company.

ARTICLE I

DEFINITIONS

When used in this Agreement, the following terms have the following meanings:

1.1 “Act” means the Florida Revised Limited Liability Company Act.

1.2 “Adjusted Capital Account” of a Member means the Capital Account of that Member, increased by any amount that such Member is obligated to restore pursuant to Treasury Regulations § 1.704-1(b)(2)(ii)(c) or deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations § 1.704-2(g)(1) or 1.704-2(i)(5), and reduced by the items described in Treasury Regulations § 1.704-1(b)(2)(ii)(d)(4), (5) or (6).

1.3 “Affiliate” of another Person means (a) a Person directly or indirectly (through one or more intermediaries) Controlling, Controlled by or under common Control with that other Person, or (b) a Person owning or controlling ten percent (10%) or more of the outstanding voting securities or beneficial interests of that other Person.

1.4 “Agreement” means this Operating Agreement of the Company.

1.5 “Articles of Organization” means the Articles of Organization of the Company filed under the Act with the Florida Secretary of State.

1.6 “Business” means the leasing, operation, development and or management of a commercial kitchen, cold storage, and canning company and its operation as an Opportunity Zone Business.

1.7 “Call” has the meaning set forth in Section 3.1.2.

1.8 “Capital Account” of a Member means the capital account of that Member determined in accordance with Treasury Regulations § 1.704-1(b)(2)(iv) and this Section 1.8. The Capital Accounts shall be adjusted by the Managing Member upon an event described in Treasury Regulations § 1.704-1(b)(2)(iv)(f)(5) in the manner described in Treasury Regulations § 1.7041(b)(2)(iv)(f) and (g) if the Managing Member reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company, and at such other times as the Managing Member may determine is appropriate to reflect the economic arrangement among the parties. Each such capital account can increase or decrease as applicable depending on each Members contributions to the Company or distributions from the Company.

1.9 “Capital Contribution” of a Member means the amount of money contributed to the capital of the Company by such Member.

1.10 “Code” means the Internal Revenue Code of 1986.

1.11 “Company” means KISS KITCHENS LLC, a Florida limited liability company.

1.12 “Company Minimum Gain” with respect to any Fiscal Year means the “partnership minimum gain” of the Company computed in accordance with Treasury Regulations §§ 1.7042(b)(2) and 1.704-2(d).

1.13 “Control” of a Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

1.14 “Defaulting Member” has the meaning set forth in Section 3.2.1.

1.15 “Distributable Cash” at any time means that portion of the cash then on hand or in accounts of the Company at a bank or other financial institution which the Managing Member deems available for distribution to the Members at such time, taking into account (a) the amount of cash required for the payment of all current expenses, liabilities and obligations of the Company (whether for expense items, capital expenditures, improvements, retirement of indebtedness or otherwise) and (b) the amount of cash which the Managing Member deems necessary or appropriate to establish reserves for the payment of future expenses, liabilities, obligations, capital expenditures, improvements, retirements of indebtedness, operations and contingencies, known or

unknown, liquidated or unliquidated, including liabilities which may be incurred in litigation and liabilities undertaken pursuant to the indemnification provisions of this Agreement.

1.16 “Distribution” means the transfer of money or property by the Company to one or more Members with respect to their Interests, without separate consideration.

1.17 “Excess Contribution” at any time means the excess, if any, of (a) the aggregate Capital Contributions through such date over (b) the sum of the aggregate Capital Contributions through such date and the Distributions pursuant to Section 6.5.1(b).

1.18 “Fair Market Value” means the amount that would be paid for such interest/property or assets in cash at the closing by a hypothetical willing buyer to a hypothetical willing seller, each having knowledge of all relevant facts and neither being under a compulsion to buy or sell.

1.19 “Fiscal Year” means the Company’s taxable year, which shall be the taxable year ended December 31, or such other taxable year as may be selected by the Managing Member in accordance with applicable law.

1.20 “Interest” means a Member’s overall interest as a Member of the Company, including the Member’s interest in Profit, Loss, special allocations, Distributable Cash or other Distributions, rights to vote or participate in the management of the Company and rights to information concerning the business and affairs of the Company. Each Member’s applicable Interest in the Company is set forth in Schedule “A” annexed hereto.

1.21 “Interest Rate” means a rate of interest equal to two (2) percentage points above the prime rate of interest as reported in the “Money Rates Section” of The Wall Street Journal from time to time, but not more than the maximum rate permitted by applicable law.

1.22 “Liquidation Value” on any date with respect to an Interest means the amount a Person would receive with respect to such Interest if the net assets of the Company were sold for cash equal to their Fair Market Value on such date and the Company liquidated on such date.

1.23 “Manager or Managing Member” means the Person(s) designated pursuant to Section 5.2, until such Person(s) ceases to be a Manager or Managing Member of the Company pursuant to the terms of this Agreement. In the event that a Member is appointed they shall be deemed the Managing Member. In the event that a member of a Company that is a Member is appointed, they shall be deemed the Manager of the Company. In this Operating Agreement the terms are synonymous and can be used interchangeably depending on the person performing the position and their status as a Member.

1.24 “Member” means a Person designated on Schedule “A” as a Member, and any other Person that is admitted as a Member pursuant to the provisions of this Agreement, in each case until such Person ceases to be a member of the Company as provided herein.

1.25 “Member Minimum Gain” means the “partner nonrecourse debt minimum gain” of the Company computed in accordance with Treasury Regulations § 1.704-2(i)(3).

1.26 “Member Nonrecourse Debt” means the “partner nonrecourse liability” or “partner nonrecourse debt” of the Company computed in accordance with Treasury Regulations § 1.704-2(b)(4).

1.27 “Member Nonrecourse Deductions” means the “partner nonrecourse deductions” of the Company computed in accordance with Treasury Regulations § 1.704-2(i)(1) and (2).

1.28 “Nonrecourse Deductions” means the “nonrecourse deductions” of the Company computed in accordance with Treasury Regulations § 1.704-2(b).

1.29 “Percentage” of a Member means the percentage set forth on Schedule “A” for such Member, as the same may be adjusted pursuant to this Agreement.

1.30 “Person” means any entity, corporation, company, association, joint venture, joint stock company, partnership (including a general partnership, limited partnership and limited liability partnership), limited liability company, trust, real estate investment trust, organization, individual, nation, state, government (including any agency, department, bureau, board, division and instrumentality thereof), trustee, receiver or liquidator.

1.31 “Profit” and “Loss” means, for each Fiscal Year, the taxable income and taxable loss, as the case may be, of the Company for such Fiscal Year determined in accordance with federal income tax principles, including items required to be separately stated, taking into account income that is exempt from federal income taxation, items that are neither deductible nor chargeable to a capital account and rules governing depreciation and amortization, except that in computing taxable income or taxable loss, the “book” value of an asset will be substituted for its adjusted tax basis if the two differ, and any gain, income, deductions or losses specially allocated under Section 6.3 or 6.4 shall be excluded from the computation.

1.32 “Property” means the real property that is the subject of the lease between CIDC and the Company located at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202, the improvements thereon and the personal property related thereto.

1.33 “Securities Act” means the Securities Act of 1933.

1.34 “Tax Matters Partner” means the Person designated pursuant to Section 9.5.1.

1.35 “Transfer” means a sale, assignment, transfer, other disposition, pledge, hypothecation or other encumbrance, whether direct or indirect, whether voluntary, involuntary or by operation of law, and whether for value or not. Transfer includes any transfer by gift, devise, intestate succession, sale, operation of law, upon the termination of a trust, as a result of or in connection with any property settlement or judgment incident to a divorce, dissolution of marriage or separation, by decree of distribution or other court order or otherwise.

1.36 “Treasury Regulations” means the regulations promulgated by the United States Treasury Department pertaining to the income tax.

ARTICLE II ORGANIZATIONAL MATTERS

2.1 Name. The name of the Company shall be “KISS KITCHENS LLC,” or upon compliance with applicable law, any other name that the Managing Member may determine. The Business of the Company shall be conducted under that name. The Company shall notify the Members of any change in the name of the Company.

2.2 Term. The term of the Company’s existence commenced upon the filing of its Articles of Organization with the Florida Secretary of State on December 23, 2021, and shall continue until such time as the Company is terminated pursuant to ARTICLE XI.

2.3 Office and Agent. The principal office of the Company shall be located at such place as the Managing Member may determine from time to time. The Manager or Managing Member shall notify the Members of any change in the principal office of the Company. The name and business address of the agent for service of process for the Company in the State of Florida is Richard Kooris; located at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202 or such other Person with such other address as the Managing Member may appoint from time to time.

2.4 Purpose of Company. The purpose of the Company shall be to engage in the Business, and any activities incidental thereto or connected therewith.

2.5 Intent. It is the intent of the Members that the Company shall be treated as a “partnership” for federal income tax purposes. It also is the intent of the Members that the Company is not operated or treated as a “partnership” for purposes of Section 303 of the United States Bankruptcy Code. No Member, Manager or Managing Member shall take any action inconsistent with either such express intent without the vote of Members owning a majority of the Percentages of the Members.

2.6 Members. The name, address, phone number, e-mail, Capital Contribution and Percentage of each Member as of the date hereof is set forth on Schedule “A”. The Company shall amend Schedule “A” to reflect any change pursuant to this Agreement in any of the foregoing with respect to any Member.

2.7 Qualification. The Company shall qualify to do business in each jurisdiction where such qualification is required.

ARTICLE III CAPITAL CONTRIBUTIONS

3.1 Capital Contributions.

3.1.1 Capital Contributions. Each Member has contributed to the Company the Capital Contribution specified opposite such Member’s name on Schedule “A”, the receipt of which is hereby acknowledged.

3.1.2 Further Capital Contributions. If the Managing Member determines that the Company needs additional funds that the Managing Member determines should be funded with additional Capital Contributions from the Members, the Company shall give each Member at least Twenty (20) days' notice of the Company's need for the additional funds, the amount of the funds needed, the reason therefor, the Member's additional Capital Contribution required thereby (which shall be equal to his Percentage of the aggregate funds being called), and the date by which the additional Capital Contribution is required to be made (each a "Call"). Notwithstanding the foregoing, the Members may prohibit the Manager or Managing Member from making an additional Capital Contribution vis-à-vis a Call through an affirmative vote of Members owning a majority of the Percentages of the Members to be held within Five (5) days of a Call being announced.

3.1.3 No Further Capital Contributions. Except as set forth in this Section 3.1, no Member shall be required to make any Capital Contribution or lend money to the Company. Except as provided in this ARTICLE III no Member may make a Capital Contribution or lend money to the Company without the Manager or Managing Member's written consent.

3.2 Default by a Member.

3.2.1 Default with Respect to Further Capital Contribution. If a Member fails to timely make a required Capital Contribution pursuant to a Call (which shall not be made upon less than Twenty (20) days' notice) (a "Defaulting Member"), the Company may request one or more non-Defaulting Members to make an additional Capital Contribution to the Company in an amount up to the amount of the required contribution that was not paid by the Defaulting Member. The Defaulting Member shall be liable for any costs and expenses incurred by the Company or any Non-Defaulting Member in enforcing its or their rights pursuant to this Section 3.2. Such Capital Contribution shall accrue at the Interest Rate defined in Section 1.21 until paid in full and said amounts shall be charged against the Defaulting Member's Capital Account and/or be recovered against any monies due to the Defaulting Member until paid in full and such Defaulting Member shall not receive any Distributions as defined in this Agreement until such sum is fully paid; or

3.2.2 All Non-Defaulting Members, pro-rata to their Percentage(s) in the Company, shall have the ability to offer a loan to the Defaulting Member at the Interest Rate to cure the default.

3.3 Capital Accounts. The Company shall establish and maintain a separate Capital Account for each Member.

3.4 No Priorities of Members; No Withdrawals of Capital. Except as otherwise specified in this Agreement, no Member shall have a priority over any other Member as to any Distribution, whether by way of return of capital or by way of Profits, or as to any allocation of Profit, Loss or special allocations. No Member shall have any right to withdraw or reduce their Capital Contribution except as a result of the dissolution and liquidation of the Company, and no Member shall have the right to demand or receive property other than cash in return for their Capital Contribution. No Member has any right to, interest in, or claim against any specific property of the Company by reason of their Interest.

3.5 No Interest. Except as specifically provided herein, no Member shall be entitled to receive any interest on their Capital Contributions or Capital Account.

3.6 Certificates of Interest. The Company may issue certificates representing the outstanding Interests. Each certificate shall bear such legends as the Managing Member may determine.

ARTICLE IV MEMBERS

4.1 Resignations. Except as otherwise expressly provided herein, no Member may resign from the Company prior to the dissolution and liquidation of the Company (other than pursuant to a permitted Transfer of a Member's entire Interest in the Company pursuant to ARTICLE IX). A Member that resigns in contravention of this Agreement shall not be entitled to any consideration for his Interest as a result of such resignation and shall be liable to the Company and the other Members for any damages suffered by them as a result of such resignation. A Member that resigns from the Company shall cease to be a Member.

4.2 Action by Members.

4.2.1 Meetings of Members. Meetings of the Members may be called by the Manager or Managing Member, or in the case of any matter on which Members may vote, by any Member. Such meetings shall be held at the place, date and time that the Person(s) calling such meeting shall designate in the notice of the meeting. Members may participate in any meeting through the use of conference calls, Zoom or similar video conference platforms, or similar communications equipment as long as all Members participating can hear one another. A Member so participating is deemed to be present in person at the meeting. Except as otherwise provided herein, action at any meeting with respect to the Company requires the affirmative vote of Members owning a majority of the Percentages of the Members.

4.2.2 Notice of Meeting. At least two (2) calendar days prior written notice shall be given to the Members entitled to vote at such meeting, stating the place, date and time of the meeting, the Person(s) calling the meeting and the purpose for which the meeting is called. Notice of a meeting need not be given to any Member who submits a signed waiver of notice, in person or by proxy, whether before, at or after the meeting. All such waivers shall be filed with the Company records or made part of the minutes of the meeting. The attendance of a Member at the meeting, whether in person or by proxy, without protesting the lack of proper notice shall constitute a waiver of notice by such Member. All parties shall have the right to call into the meeting by telephone, if they cannot attend in person as well as having the option of assigning a person by proxy to represent them and to vote on any and all issues raised at such meeting.

4.2.3 Action by Consent. Any action that may be taken by Members at a meeting may also be taken without a meeting, if a consent in writing setting forth the action so taken is signed by Members owning a sufficient Percentage to take such action at a meeting at which all the Members entitled to vote on such action are present and voting, and such consent is delivered to the Manager or Managing Member within sixty (60) days after the date of the earliest signature

to such consent. Consents may be signed in counterparts and facsimile and PDF signatures shall be deemed originals. The Company shall retain such consents with the books and records of the Company and shall notify all Members of the action so taken.

4.3 Other Activities of Members. Nothing in this Agreement shall prevent a Member, Manager, Managing Member or officer from engaging or participating in any other activity, venture or enterprise, whether or not related to the Business and whether or not competitive with the Company. Being a Member of the Company does not entitle such Person to participate or otherwise have any interest in any other permitted activity, venture or enterprise of another Member, the Managing Member or an officer of the Company, unless otherwise agreed between them in writing.

4.4 Membership Interests. The Members shall maintain the respective voting, distribution and equitable Interests in the Company as is set forth on Schedule “A.”

ARTICLE V MANAGEMENT AND CONTROL OF THE COMPANY

5.1 Management by the Managing Member.

5.1.1 Exclusive Management by the Manager or Managing Member. Except as otherwise expressly provided in this Agreement or as expressly required by a non-waivable provision of the Act, (a) the business, property and affairs of the Company shall be managed exclusively by the Manager or Managing Member, (b) the Manager or Managing Member shall have full, complete and exclusive authority, power and discretion to Manage and Control the Business, Property and affairs of the Company, to make all decisions regarding those matters, to bind the Company and to perform any and all other actions customary or incident to the management of the Company’s Business, Property and affairs, and (c) no Member, other than the Managing Member (or the Manager), shall have any right or power to participate in the management of the Company or to bind the Company.

5.1.2 Performance of Duties. The Manager or Managing Member shall perform their managerial duties for the Company in accordance with the standard of care prescribed by Section 10.2. In performing his duties, the Manager or Managing Member shall be entitled to rely in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Member, officer, employee or committee of the Company, or by any other Person, as to matters which the Manager or Managing Member reasonably believes are within such Person’s professional or expert competence and who has been selected with reasonable care by or on behalf of the Company (including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which Distributions might property be made). For this purpose, if the Manager or Managing Member is responsible for the making of any Company records, the Manager or Managing Member may only rely on those records in good faith if that reliance is reasonable.

5.1.3 Devotion of Time. The Manager shall devote such time and effort

as they deem appropriate for the management of the Company's business, property and affairs. The Members acknowledge that the Manager is engaged in substantial other activities which require a substantial portion of their time and attention and that of its partners, officers, employees and agents.

5.2 Designation and Removal of the Manager or Managing Member.

5.2.1 Number of Manager or Managing Member. There shall be one (1) Manager or Managing Member.

5.2.2 Designation. The Members designate Richard Kooris as the Manager. If the Person designated as a Manager fails to qualify or resigns, then the Person designated by Members owning a majority of the Percentages of the Members shall be the Manager or Managing Member, provided such Person qualifies and is willing to serve. The Company shall promptly notify all of the Members of such designation.

5.2.3 Resignation. The Manager or Managing Member may resign upon twenty (20) days prior written notice to the Members. Resignation as Managing Member shall not affect the Managing Member's Interest, if any, as a Member.

5.3 Limitations on Powers of the Manager or Managing Member. Notwithstanding anything herein to the contrary, without the consent of the Members owning a majority of Membership Percentages, the Manager may not make decisions for the Company on certain "Fundamental Matters". For purposes hereof, "Fundamental Matters" shall mean any of the following matters:

- (a) Amend, modify or waive the Certificate of Formation or the LLC Agreement;
- (b) Make any material change to the nature of the Business conducted by the Company or enter into any business other than the Business;
- (c) Adopt or amend the Budget;
- (d) Issue additional Membership Interests or admit Additional Members to the Company;
- (e) Incur any indebtedness, pledge or grant liens on any assets or guarantee, assume, endorse or otherwise become responsible for the obligations of any other Person, except to the extent approved or authorized in the Budget, in excess of \$50,000 in any single transaction or series of related transactions, or in excess of \$50,000 in the aggregate at any time outstanding;
- (f) Make any loan, advance or capital contribution in excess of \$20,000 to or in favor of any Person; except to the extent approved or authorized in the Budget;
- (g) Merge or consolidate with or into another Person, enter into, transfer or terminate any business combination, partnership or joint venture with any other Person;

(h) Appoint or remove the Company's auditors or make any changes in the accounting methods or policies of the Company (other than as required by [GAAP]);

(i) Enter into, amend in any material respect, waive or terminate any Related Party Agreement other than the entry into a Related Party Agreement that is on an arm's length basis and on terms no less favorable to the Company than those that could be obtained from an unaffiliated third party;

(j) Enter into or effect any transaction or series of related transactions involving the purchase, lease, license, exchange or other acquisition (including by merger, consolidation, acquisition of stock or acquisition of assets) by the Company of any assets and/or equity interests of any Person, other than in the ordinary course of business consistent with past practices;

(k) Enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale of stock or sale of assets) by the Company of any assets, other than sales of inventory in the ordinary course of business consistent with past practices;

(l) Establish a Subsidiary or enter into any joint venture or similar business arrangement within Fifty (50) miles of the Company's Business;

(m) Commence, join in, or settle any claim, action, suit or proceeding by, against, or involving, the Company which may materially affect the operations of the Company;

(n) Settle any lawsuit, action, dispute or other proceeding or otherwise assume any liability with a value in excess of \$50,000 or agree to the provision of any equitable relief by the Company;

(o) Confess a judgment against the Company;

(p) Consummate an initial public offering or make a public offering and sale of the Membership Interests or any other securities;

(q) Make any investments in any other, company, entity or individual in excess of \$20,000; or

(r) Dissolve, wind-up or liquidate the Company or initiate a bankruptcy proceeding involving the Company.

(s) Enter into any refinance, loans, funding arrangement or other financial commitment on behalf of the Company with any institutional or private lender. Notwithstanding the foregoing, the Managing Member is authorized to initiate discussions and negotiations for such refinances, loans or funding arrangements so long as any commitment on behalf of the Company requires approval by a majority of the Membership Interest of the Company;

(t) Take any action which this Agreement requires the consent of Members as set forth elsewhere in this Agreement; or

(u) Agree to do any of the foregoing.

5.4 Transactions with the Manager or Managing Member and his Affiliates.

5.4.1 Compensation. The Manager or Managing Member shall not receive compensation from the Company for their services as Manager, except as outlined below. Additionally, the Company shall reimburse the Manager for all reasonable out-of-pocket costs and expenses incurred by the Manager in connection with the business and affairs of the Company.

5.4.2 Management Fee. There shall be no management fee. Notwithstanding the foregoing, the Manager is authorized to retain and pay Kookaburra Management LLC to handle certain management responsibilities.

5.4.3 Arm's Length Transactions. Any transaction or fees between the Company and a Manager or Managing Member or an Affiliate of a Managing Member shall be at arm's length, upon terms no less favorable to the Company than would be obtained from unrelated third parties dealing at arm's length. The Members agree that the allocations and Distributions pursuant to this Agreement satisfy such standard.

5.5 Officers. The Manager may appoint such officers of the Company with such powers and duties as the Manager may determine from time to time. Each officer shall serve at the pleasure of the Manager. An individual may hold any number of offices.

5.6 Day-to-Day Management of the Property. The Company shall hire Kookaburra Management LLC for the services of Amy Angelo and Scott Angelo (collectively, the "Managers") to manage the day-to-day business of the Company and the Property pursuant to a separate Management Agreement, and subsequent agreements, to be entered into between the Company and the Managers. Notwithstanding the foregoing, the Members may overturn any decision made by the Managers through an affirmative vote of Members owning a majority of the Percentages of the Members. In the event that: (i) the Managers stop managing the day-to-day business of the Company and Property; (ii) the Manager or Managing Member determines, in their sole discretion, that the Managers are not doing a satisfactory job in performing their duties pursuant to the Management Agreement; (iii) the Managers cease to be a tenant at the Property without written consent of the Company; or (iv) the Managers' business goes out of business; then the Company shall have the right to buy the Managers' Interest in the Company at the then Fair Market Value, as determined by the Manager or Managing Member based on a formula taking into account the Company's actual earnings.

ARTICLE VI ALLOCATIONS OF PROFIT, LOSS AND DISTRIBUTIONS

6.1 Allocation of Profit. Profit for each Fiscal Year shall be allocated to the Members in accordance with the following order of priority:

(a) Profit up to the excess, if any, of the aggregate Loss allocated pursuant to Section 6.2(c) for any prior Fiscal Year over the aggregate Profit previously allocated pursuant to this Section 6.1(a) shall be allocated to the Members in proportion to their respective Percentages for each Member;

(b) Any remaining Profit up to the excess, if any, of the aggregate Loss allocated pursuant to Section 6.2(b) for any prior Fiscal Year over the aggregate Profit previously allocated pursuant to this Section 6.1(b) shall be allocated to the Members in proportion to the Capital Contributions for each Member;

(c) Notwithstanding the provisions of Section 6.5 below, any remaining Profit shall be allocated back to the Company.

6.2 Allocation of Loss. Loss for each Fiscal Year shall be allocated to the Members in accordance with the following order of priority:

(a) Loss up to the excess, if any, of the aggregate Profit allocated pursuant to Section 6.1(c) for any prior Fiscal Year over the sum of the aggregate Loss previously allocated pursuant to this Section 6.2(a) and the aggregate amount previously allocated to the Members in proportion to the Capital Contribution for each Member;

(b) Any remaining Loss up to the aggregate Adjusted Capital Account balances of the Members having positive Adjusted Capital Account balances shall be allocated to the Members in proportion to such Adjusted Capital Account balances; and

(c) Any remaining Loss shall be allocated to the Members in proportion to their respective Percentages.

6.3 Special Allocations

6.3.1 Minimum Gain Chargeback. In the event there is a net decrease in the Company Minimum Gain during any Fiscal Year, the minimum gain chargeback provisions described in Treasury Regulations § 1.704-2(f) and (g) shall apply.

6.3.2 Member Minimum Gain Chargeback. In the event there is a net decrease in Member Minimum Gain during any Fiscal Year, the partner minimum gain chargeback provisions described in Treasury Regulations § 1.704-2(i) shall apply.

6.3.3 Qualified Income Offset. In the event a Member unexpectedly receives an adjustment, allocation or Distribution described in Treasury Regulations § 1.704-1(b)(2)(ii)(d)(4), (5) or (6), which adjustment, allocation or Distribution creates or increases a deficit balance in that Member's Capital Account, the "qualified income offset" provisions described in Treasury Regulations § 1.704-1(b)(2)(ii)(d) shall apply.

6.3.4 Nonrecourse Deductions. Nonrecourse Deductions shall be allocated to the Members in proportion to their respective Percentages.

6.3.5 Member Nonrecourse Deductions. Member Nonrecourse Deductions shall be allocated to the Members as required in Treasury Regulations § 1.704-2(i)(1).

6.3.6 Intention. The special allocations in Section 6.3 are intended to comply with certain requirements of the Treasury Regulations and shall be interpreted consistently therewith. It is the intent of the Members that any special allocation pursuant to Section 6.3 shall be offset with other special allocations pursuant to Section 6.3. Accordingly, special allocations of Company income, gain, loss or deduction shall be made in such manner that, in the reasonable determination of the Manager or Managing Member, taking into account likely future allocations under Section 6.3, after such allocations are made, each Member's Capital Account is, to the extent possible, equal to the Capital Account it would have been where Section 6.3 not part of this Agreement.

6.4 Tax Allocation Matters.

6.4.1 Contributed or Revalued Property. Each Member's allocable share of the taxable income or loss of the Company, depreciation, depletion, amortization and gain or loss with respect to any contributed property, or with respect to Company property that is revalued pursuant to Treasury Regulations § 1.704-1(b)(2)(iv)(f) or Section 1.8, shall be determined in the manner (and as to revaluations, in the same manner as) provided in Section 704(c) of the Code. The allocation shall take into account, to the full extent required or permitted by the Code, the difference between the adjusted basis of the property to the Member contributing (or deemed to be contributing) it and the Fair Market Value of the property at the time of its contribution or revaluation, as the case may be, determined by the Managing Member. The Company shall apply Section 704(c)(1)(A) by using the "traditional method" as set forth in Treasury Regulations § 1.704-3(b).

6.4.2 Recapture Items. In the event that the Company has taxable income in any Fiscal Year that is characterized as ordinary income under the recapture provisions of the Code, each Member's distributive share of taxable gain or loss from the sale of Company assets (to the extent possible) shall include a proportionate share of this recapture income equal to that Member's share of prior cumulative depreciation deductions with respect to the assets which gave rise to the recapture income.

6.4.3 Consistent Treatment. All items of income, gain, loss, deduction and credit of the Company shall be allocated among the Members for federal income tax purposes in a manner consistent with the allocation of the corresponding items under this ARTICLE VI. Each Member is aware of the income tax consequences of the allocations made by this ARTICLE VI and hereby agrees to be bound by the provisions of this ARTICLE VI in reporting their share of Company income, gain, loss, deduction and credit for income tax purposes. No Member shall report on their tax return any transaction by the Company, any amount allocated or distributed from the Company or contributed to the Company inconsistently with the treatment reported (or to be reported) by the Company on its tax return nor take a position for tax purposes that is inconsistent with the position taken by the Company.

6.5 Distributions.

6.5.1 Distributions. The Company may make Distributions to the Members as needed and at such times and in such amounts as the Manager or Managing Member may determine.

6.5.2 Order of Distributions. The Company shall make Distributions in cash, to the extent there is Distributable Cash, to the Members in the following order of priority:

- (a) Repayment of all other outstanding Company loans, in the order and priority that they were entered into by the Company, except subject to Section 6.5.1;
- (b) Any bonus or salaries determined due and payable to the Managing Member; and
- (c) Distributions shall be made to the Members in proportion to their respective Percentages.

6.5.3 Distributions in Kind. The Company may make Distributions in property (other than cash) at such times and in such amounts as the Manager or Managing Member may determine. Any such Distributions shall be made to the Members in proportion to their respective Percentages, unless a Member agrees to take such property in lieu of a Distribution that it would otherwise receive under Section 6.5.2. Any property (other than cash) Distributed to one or more Members shall first be valued at its Fair Market Value as determined by the Manager to determine the Profit, Loss and special allocations that would have resulted if the property had been sold for such value, which amounts shall be allocated pursuant to Article VI, and the Members' Capital Accounts shall be adjusted to reflect those allocations. The amount Distributed and charged to the Capital Account of each Member receiving an interest in the Distributed property shall be the Fair Market Value of such interest as determined by the Managing Member (net of any liability secured by the asset that the Member assumes or takes subject to).

6.5.4 Limitations on Distributions. Notwithstanding anything herein to the contrary, the Company may not make a Distribution to a Member to the extent that at the time of the Distribution, after giving effect to the Distribution, all liabilities of the Company (other than to Members on account of their Interests and liabilities for which the recourse of creditors is limited to specified property of the Company) exceed the Fair Market Value of the assets of the Company (except that the Fair Market Value of property that is subject to a liability for which the recourse of creditors is limited to such property shall be included in the assets of the Company only to the extent the Fair Market Value of such property exceeds that liability).

6.6 Allocations in Respect of a Transferred Interest.

6.6.1 Allocation. If there is a change in any Member's Percentage for any reason during any Fiscal Year, each item of income, gain, loss, deduction, or credit of the Company for that Fiscal Year shall be assigned pro rata to each day in that Fiscal Year in the case of items allocated based on Percentages, and the amount of such item so assigned to any such day shall be allocated to the Member based upon that Member's Percentage at the close of that day. Notwithstanding the foregoing, the net amount of gain or loss realized by the Company in connection with the sale or other disposition of property other than in the ordinary course of

Business shall be allocated solely to Members having a Percentage of Membership on the date of such sale or other disposition.

6.6.2 Distributions. Except as otherwise provided herein, all Distributions shall be allocated among the Members in accordance with their respective Percentages of Membership on the date of the Distribution.

6.6.3 Attributes. If any Interest is Transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account, excess contributions, and any other relevant attribute of the transferor to the extent it is attributable to the Interest so Transferred.

6.7 Order of Application. To the extent that any allocation, Distribution or adjustment specified in this Agreement affects the results of any other allocation, Distribution or adjustment required herein, the allocations, Distributions and adjustments specified in the following Sections shall be made in the priority listed and in the order set forth therein:

- (a) Section 6.5;
- (b) Section 6.4;
- (c) Section 6.3;
- (d) Section 6.2;
- (e) Section 6.1; and
- (f) Section 10.4.

To the extent possible, these provisions shall be applied as if all Distributions and allocations were made at the end of the Company's Fiscal Year. Where any provision depends on the Capital Account of any Member, that Capital Account shall be determined after the operation of all preceding provisions for the Fiscal Year.

6.8 Allocation of Excess Nonrecourse Liabilities. "Excess nonrecourse liabilities" of the Company as used in Treasury Regulations § 1.752-3(a)(3) shall first be allocated among the Members pursuant to the "additional method" described in such section and then in accordance with the Members' respective Percentages.

6.9 Form of Distribution. No Member has the right to demand or receive any Distribution from the Company in any form other than money. No Member may be compelled to accept from the Company a Distribution of any asset in kind in lieu of a proportionate Distribution of money being made to other Member(s), and except with respect to a Distribution of an asset in kind pro rata to all of the Members with an Interest or upon a dissolution and the winding up of the Company, no Member may be compelled to accept a Distribution of any asset in kind.

6.10 Amounts Withheld. Any amounts withheld with respect to a Member pursuant to any federal, state, local or foreign tax law from a Distribution by the Company to the Member shall be treated as distributed to such Member pursuant to Section 6.5 or 10.4. Any other amount

required to be paid by the Company to a taxing authority with respect to a Member pursuant to any federal, state, local or foreign tax law in connection with any payment to or tax liability (estimated or otherwise) of the Member shall be treated as a loan from the Company to such Member. If such loan is not repaid within thirty (30) days from the date the Managing Member notifies such Member of such withholding, the loan shall bear interest at the Interest Rate from the date of the applicable notice to the date of repayment. In addition to all other remedies the Company may have, the Company may withhold Distributions that would otherwise be payable to such Member and apply such amount toward repayment of the loan and interest.

ARTICLE VII TRANSFER OF INTERESTS

7.1 Transfer of Interests. Except as otherwise expressly provided in this ARTICLE VII, no Member may Transfer all or any portion of their Interest. Any attempted Transfer in violation of this ARTICLE VII hereof shall be null and void *ab initio*, and shall not bind the Company. Unless the transferee is a Member or is admitted as a Member, a permitted Transfer shall only Transfer a right to allocations and Distributions hereunder. Upon the Transfer of a Member's entire Interest, the transferor shall cease to be a Member.

7.2 Permitted Transfers. Subject to the provisions of Sections 7.3, 7.4 and 7.5, the restrictions upon Transfer specified in Section 7.1 shall not apply to any Transfer by a Member (a) to the transferor's spouse or lineal descendant(s) who are over the age of twenty-one (21) years, or to a trust solely for the benefit of the transferor and/or any such Person irrespective of the age of the beneficiary, and from such trust to any such beneficiary, (b) to a Member or lineal descendant(s) of a Member who are over the age of twenty-one (21) years, or a trust solely for the benefit of the transferor and/or any such Person irrespective of the age of the beneficiary, and from such trust to any such beneficiary, or (c) with the prior written consent of the Managing Member, which consent may be withheld, delayed or conditioned in their sole reasonable discretion, to any other Person; *provided, however*, that such permitted transferee (other than a Person who is already a Member) agrees in writing to become a party to this Agreement and to be subject to the terms and conditions hereof.

7.3 Further Restrictions on Transfers. Notwithstanding anything herein to the contrary, in addition to any other restrictions on a Transfer of an Interest, no Interest may be Transferred (a) without compliance with the Securities Act and any other applicable securities or "blue sky" laws, (b) if, in the determination of the Managing Member, the Transfer could result in the Company not being classified as a partnership for federal income tax purposes, (c) if, in the determination of the Managing Member, the Transfer could cause the Company to become subject to the Investment Company Act of 1940, (d) if, in the determination of the Managing Member, the Transfer results in the termination of the Company under Section 708 of the Code and such termination has a material adverse effect on the Company or the Members; or (e) the transferee is a minor or incompetent.

7.4 Admission of Transferee as a Member. Upon a Transfer of an Interest to a permitted transferee pursuant to Section 7.2, the permitted transferee shall be admitted as a Member. Except as provided in the preceding sentence, no transferee of an Interest who is not

already a Member shall become a Member without the prior consent of the Members through an affirmative vote of the Members holding a majority of Membership Percentages in the Company that are in good standing at the time the transferee is seeking to be admitted, and the transferee pays to the Company a transfer fee in cash which is sufficient, in the Members' sole determination, to cover all expenses incurred by the Company in connection with the Transfer and admission of the transferee as a Member.

7.5 Bring-Along Rights.

7.5.1 Drag-Along Rights. If Members owning a majority of the Interests entitled to vote determine to sell all or substantially all of their Interests to a purchaser who is not an Affiliate of any such Member pursuant to a *bona fide* offer, all the Members and their permitted transferees to whom Interests were transferred shall sell a proportionate amount of their Interests to the purchaser on the same terms and conditions (determined on the basis of their relative Liquidation Values). Notwithstanding the foregoing, the Managing Member must agree to such sale, in writing, or such majority of Members shall be unable to compel the sale of a proportionate share of the Interests of the remaining Members.

7.5.2 Tag-Along Rights. If a Member (the "Seller") determines to Transfer in one (1) or more related transactions, a portion of their Interests having a majority of the aggregate Percentages to a purchaser who is not an Affiliate of any such Member pursuant to a *bona fide* offer, the Seller shall provide the other Members (the "Remaining Members") with at least Twenty (20) days prior written notice of the Transfer, together with a copy of the offer and a description of the terms, including the price for the Interest(s) proposed to be Transferred (the "Notice"). Each Remaining Member shall have the right, by delivery to the Seller of written notice, within such twenty (20) day period, to Transfer a portion of their Interest equal to the same proportion as the proportion of the Seller's Percentages proposed to be Transferred bears to the total Seller's Percentages, to the purchaser on terms and conditions consistent with the Transfer by the Seller. For example, if Seller Members are transferring Fifty Percent (50%) of their Membership Interest(s), then, upon proper Notice to all Remaining Members, such Remaining Members may "Tag Along" and sell their pro-rata (in this case Fifty Percent (50%) Membership Interest(s) too. The aggregate purchase price for the Interests sold shall be allocated among the Seller Members in proportion to their respective Liquidation Values on the date of the Notice.

7.6 Enforcement. The restrictions on Transfer contained in this Agreement are an essential element in the ownership of an Interest. Upon application to any court of competent jurisdiction, a Member shall be entitled to a decree against any Person violating or about to violate such restrictions, requiring their specific performance, including those prohibiting a Transfer of all or a portion of their Interest.

7.7 Deadlock. If the Members are unable to agree on any of the matters described in this Section 7 of the LLC Agreement or "Fundamental Matters" and such disagreement continues for fourteen (14) days despite good faith deliberations by the Members (a "Deadlock"), then any Member shall be entitled to exercise the Buy-Sell rights set forth in this Agreement in ARTICLE IX by delivering a Buy-Sell Offer Notice (as defined herein). For purposes hereof, "Fundamental Matters" shall mean any of the following matters:

- (a) Amend, modify or waive the Certificate of Formation or the LLC Agreement;
- (b) Make any material change to the nature of the Business conducted by the Company or enter into any business other than the Business;
- (c) Adopt or amend the Budget;
- (d) Issue additional Membership Interests or admit additional Members to the Company;
- (e) Incur any indebtedness, pledge or grant liens on any assets or guarantee, assume, endorse or otherwise become responsible for the obligations of any other Person except to the extent approved or authorized in the Budget in excess of \$50,000 in any single transaction or series of related transactions, or in excess of \$50,000 in the aggregate at any time outstanding;
- (f) Make any loan, advance or capital contribution to or in any Person except to the extent approved or authorized in the Budget in excess of \$20,000.
- (g) Appoint or remove the Company's auditors or make any changes in the accounting methods or policies of the Company (other than as required by [GAAP]);
- (h) Enter into, amend in any material respect, waive or terminate any Related Party Agreement other than the entry into a Related Party Agreement that is on an arm's length basis and on terms no less favorable to the Company than those that could be obtained from an unaffiliated third party;
- (i) Enter into or effect any transaction or series of related transactions involving the purchase, lease, license, exchange or other acquisition (including by merger, consolidation, acquisition of stock or acquisition of assets) by the Company of any assets and/or equity interests of any Person, other than in the ordinary course of business consistent with past practice;
- (j) Enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale of stock or sale of assets) by the Company of any assets, other than sales of inventory in the ordinary course of business consistent with past practice;
- (k) Establish a Subsidiary or enter into any joint venture or similar business arrangement within Fifty (50) miles of the Company's Business;
- (l) Settle any lawsuit, action, dispute or other proceeding or otherwise assume any liability with a value in excess of \$50,000 or agree to the provision of any equitable relief by the Company;
- (m) Initiate or consummate an initial public offering or make a public offering and sale of the Membership Interests or any other securities;
- (n) Make any investments in any other, company, entity or individual in excess of \$50,000; or

(o) Enter into any refinance, loans, funding arrangement or other financial commitment on behalf of the Company with any institutional or private lender. Notwithstanding the foregoing, the Managing Member is authorized to initiate discussions and negotiations for such refinances, loans or funding arrangements so long as any commitment on behalf of the Company requires approval by a majority of the Membership Interest of the Company;

(p) Dissolve, wind-up or liquidate the Company or initiate a bankruptcy proceeding involving the Company.

ARTICLE VIII

DEATH OR DISABILITY OF A MEMBER

8.1. *Intentionally deleted.*

ARTICLE IX BUY-SELL RIGHTS

9.1 **Buy-Sell Rights.** Each Member shall, at all times, have the right to buy or sell their Member interests (the "Buy-Sell Right").

9.2 **Buy-Sell Offer Notice.** If a Member wishes to exercise the buy-sell right provided in Section 9.1 above, such Member (the "Initiating Member") shall deliver to the other Member (the "Responding Member") written notice (the "Buy-Sell Offer Notice") of such election, which notice shall include (a) a description of the circumstances that triggered the use of the buy-sell right, and (b) the purchase price (which shall be payable exclusively in cash (unless otherwise agreed to in writing)) at which the Initiating Member shall (i) purchase all of the Membership Interests owned by the Responding Member(s) (the "Buy-out Price") or (ii) sell all of its Membership Interests to the Responding Member(s) (the "Sell-out Price"), with any difference between the Buy-out Price and the Sell-out Price based solely on each Member's Membership Interest in the Company, without regard to any market discount or premium from differences in such proportionate interests. If more than one (1) Member wishes to become a Responding Member such sold Membership Interests shall be split proportionately among the Responding Members in accordance to their existing Membership Interests.

9.3 **Response Notice.** Within thirty (30) days after the Buy-Sell Offer Notice is received (the "Buy-Sell Election Date"), the Responding Member(s) shall deliver to the Initiating Member a written notice (the "Response Notice") stating whether it elects to (a) sell all of its Membership Interests to the Initiating Member for the Buy-out Price or (b) buy all of the Membership Interests owned by the Initiating Member for the Sell-out Price. The failure of the Responding Member to deliver the Response Notice by the Buy-Sell Election Date shall be deemed to be an election to sell all of its Membership Interests to the Initiating Member at the Buy-out Price.

9.4 **Closing.** The closing of any purchase and sale of Membership Interests pursuant to this Agreement shall take place within thirty (30) days after the Response Notice is delivered or deemed to have been delivered or some other date mutually agreed upon by the parties. The Buy-out Price or the Sell-out Price, as the case may be, shall be paid at closing by wire transfer of immediately available funds to an account designated in writing by the selling Member (the

"Selling Member"). At the closing, the Selling Member shall deliver to the purchasing Member (the "Purchasing Member") good and marketable title to its Membership Interests, free and clear of all liens and encumbrances. Each Member agrees to cooperate and take all actions and execute all documents reasonably necessary or appropriate to reflect the purchase of the Selling Member's Membership Interest by the Purchasing Member.

ARTICLE X ACCOUNTING, RECORDS AND REPORTING

10.1 Books and Records. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with the Company's method of accounting, consistently applied. The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The Company shall maintain all of the following at its principal office, with copies available at all times during normal business hours for inspection and copying upon reasonable notice by any Member or their authorized representatives for any purpose reasonably related to the Interest of that Member, including, but not limited to:

- (a) true and full information regarding the status of the business and financial condition of the Company;
- (b) promptly after becoming available, a copy of the Company's federal, state and local income tax returns, if any, for each Fiscal Year;
- (c) a current list of the name and last known business, residence or mailing address of each Member and Managing Member;
- (d) a copy of this Agreement and the Articles of Organization and all amendments thereto, together with executed copies of any written powers of attorney pursuant to which this Agreement or the Articles of Organization or any amendments thereto have been executed; and
- (e) true and full information regarding the amount of cash and a description and statement of the agreed value of any other property or services contributed by each Member and which each Member has agreed to contribute in the future, and the date on which each became a Member.

10.2 Tax Reports. The Company shall cause to be prepared and duly and timely filed, at the Company's expense, all tax returns required to be filed by the Company. The Company shall send to each Member within ninety (90) days after the end of each Fiscal Year such information relating to the Company as is necessary for the Member to complete their federal, state and local income tax returns that include such Fiscal Year.

10.3 Accounts; Invested Funds. All funds of the Company shall be deposited in such account or accounts of the Company as may be determined by the Managing Member and shall not be commingled with the funds of any other Person. All withdrawals therefrom shall be made upon checks signed by such Persons and in such manner as the Managing Member may determine. Temporary surplus funds of the Company may be invested in commercial paper, time deposits, short-term government obligations or other investments determined by the Managing Member.

10.4 Tax Elections. No Member or Managing Member shall elect to treat the Company as an association taxable as a corporation without the vote of Members owning a majority of the Percentages of the Members. Except as otherwise expressly provided herein, the Company shall make such tax elections as the Managing Member may determine.

10.5 Tax Matters Partner.

10.5.1 Designation. As long as he qualifies as tax matters partner under the Code, Richard Kooris shall be the Tax Matters Partner. If there is no Tax Matters Partner, the Person meeting the requirements for a tax matters partner under Code Section 6231(a)(7) and designated by vote of Members owning a majority of the Percentages of the Members shall be the Tax Matters Partner. The Tax Matters Partner may resign in the same manner as the Managing Member pursuant to Sections 5.2.3, which shall be applied by substituting “Tax Matters Partner” for “Managing Member”.

10.5.2 Powers. The Tax Matters Partner shall have all of the powers and authority of a tax matters partner under the Code. The Tax Matters Partner shall represent the Company (at the Company’s expense) in connection with all administrative and/or judicial proceedings by the Internal Revenue Service or any taxing authority involving any tax return of the Company and may expend the Company’s funds for professional services and costs associated therewith. The Tax Matters Partner shall provide to the Members prompt notice of any communication to or from or agreements with a federal, state, or local taxing authority regarding any tax return of the Company, including a summary of the provisions thereof.

10.6 Confidentiality. All books, records, financial statements, tax returns, budgets, business plans and projections of the Company, all other information concerning the business, affairs and properties of the Company and all of the terms and provisions of this Agreement shall be held in confidence by the Managing Member and Member and their respective Affiliates, subject to any obligation to comply with (a) any applicable law, (b) any rule or regulation of any legal authority or securities exchange or (c) any subpoena or other legal process to make information available to the Persons entitled thereto. Such confidentiality shall be maintained until such time, if any, as any such confidential information either is, or becomes, published or a matter of public knowledge (other than as a result of a breach of this Section 10.6 by such Person or its Affiliate).

ARTICLE XI

DISSOLUTION AND WINDING UP

11.1 Dissolution. The Company shall be dissolved, its assets disposed of, and its affairs wound up upon the first to occur of the following:

- (a) a determination of the Members to dissolve the Company through an affirmative vote of the majority of the Members;
- (b) the sale of all or substantially all of the assets of the Company;
- (c) ninety (90) days after the date on which there are no Members, unless a Member is admitted within such period;
- (d) the entry of a judicial decree of dissolution of the Company pursuant to the Act.

11.2 Date of Dissolution. Dissolution of the Company shall be effective on the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until its assets have been liquidated and distributed as provided herein. Notwithstanding a dissolution, prior to termination, the business and the rights and obligations of the Members, as such, shall continue to be governed by this Agreement.

11.3 Winding Up. Upon the occurrence of any event specified in Section 11.1, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, satisfying the claims of its creditors, and distributing any remaining assets in cash or in kind, to the Members. The Manager or Managing Member shall be responsible for overseeing the winding up and liquidation of the Company and shall cause the Company to sell or otherwise liquidate all of the Company's assets except to the extent the Managing Member determines to distribute any assets to the Members in kind, discharge or make reasonable provision for all of the liabilities of the Company and all costs relating to the dissolution, winding up, and liquidation and distribution of assets, establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members, the amounts of such reserves shall be deemed to be an expense of the Company), and distribute the remaining assets to the Members, in the manner specified in Section 11.4. The Manager or Managing Member shall be allowed a reasonable time for the orderly liquidation of the Company's assets and discharge of its liabilities, so as to preserve and upon disposition maximize, to the extent possible, the value of such assets.

11.4 Liquidating Distributions. The Company's assets, or the proceeds from the liquidation thereof, shall be applied in cash or in kind in the following order:

- (a) to creditors (including Members who are creditors (other than on account of their Capital Accounts)) to the extent otherwise permitted by applicable law in satisfaction of liabilities of the Company, including expenses of the liquidation (whether by payment of the

making of reasonable provision for payment thereof), other than liabilities for which reasonable provision for payment has been made;

(b) to the establishment of such reserves for contingent liabilities of the Company as are deemed reasonably necessary by the Manager or Managing Member (other than liabilities for which reasonable provision for payment has been made); *provided, however*, that such reserves shall be held for the purpose of disbursing such reserves for the payment of such contingent liabilities and, at the expiration of such period as the Managing Member may reasonably deem advisable, for the purpose of distributing the remaining balance in accordance with subparagraph (c) and (d) below;

(c) to the Members, in accordance with their respective positive Capital Account balances (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all Fiscal Years, including the Fiscal Year in which the liquidation occurs).

11.5 Distributions in Kind. Any non-cash asset distributed to one or more Members shall first be valued at its Fair Market Value as determined by the Manager or Managing Member to determine the Profit, Loss and special allocations that would have resulted if that asset had been sold for that value, which amounts shall be allocated pursuant to ARTICLE VI, and the Members' Capital Accounts shall be adjusted to reflect those allocations. The amount distributed and charged to the Capital Account of each Member receiving an interest in the distributed asset shall be the Fair Market Value of such interest as determined by the Managing Member (net of any liability secured by the asset that the Member assumes or takes subject to).

11.6 No Liability. Notwithstanding anything herein to the contrary, upon a liquidation within the meaning of Treasury Regulations § 1.704-1(b)(2)(ii)(g), if any Member has a deficit Capital Account balance (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all Fiscal Years, including the Year in which such liquidation occurs), neither that Member, Manager nor the Managing Member shall have any obligation to make any contribution to the capital of the Company, and the deficit balance of that Member's Capital Account shall not be considered a debt owned by that Member or the Managing Member to the Company or to any other Person for any purpose whatsoever.

11.7 Limitations on Payments Made in Dissolution. Each Member shall be entitled to look only to the assets of the Company for the return of that Member's positive Capital Account balance and no Member, Manager or Managing Member or officer of the Company shall have any personal liability therefor.

11.8 Articles of Dissolution. Upon completion of the winding up of the Company, the Company shall file an Articles of Dissolution with the Florida Secretary of State to cancel the Articles of Organization.

ARTICLE XII

LIMITATION OF LIABILITY; STANDARD OF CARE; INDEMNIFICATION

12.1 Limitation of Liability. Except as otherwise required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member, Managing Member or officer of the Company shall be obligated personally for any such debt, obligation or liability of the Company, or for any debt, or liability of another Member, Manager or Managing Member or officer of the Company solely by reason of being a Member, Manager or Managing Member and/or officer of the Company.

12.2 Standard of Care. No Managing Member, Manager, Member or officer of the Company shall have any personal liability whatsoever to the Company, any Member, Affiliate of the Company or any Affiliate of any Member on account of such Person's status as Managing Member, Member or officer of the Company or any of the foregoing, or by reason of such Person's acts or omissions in connection with the conduct of the business of the Company, so long as such Person acts in good faith for a purpose which the Person reasonably believes to be in, or not opposed to, the best interests of the Company or any act or omission by an employee, independent contractor or agent of the Company, so long as the selection of such employee, independent contractor or agent was within the scope of such Person's authority and such Person exercised reasonable care in selecting such employee, independent contractor or agent; *provided, however*, that nothing contained herein shall protect any such Person against any liability to which such Person would otherwise be subject by reason of such Person's gross negligence or willful misconduct.

12.3 Indemnification.

11.3.1 The Company shall indemnify and hold harmless any Person made, or threatened to be made, a party to an action or proceeding, whether civil, criminal or investigative (a "proceeding"), including an action by or in the right of the Company, by reason of the fact that such Person was or is the Manager or Managing Member, a Member (including in the capacity of the Tax Matters Partner) or an officer of the Company or of any of the foregoing, from and against all judgments, fines, amounts paid in settlement and reasonable expenses (including investigation, accounting and attorneys' fees) incurred as a result of such proceeding, or any appeal therein if such Person acted in accordance with the standard of care prescribed in Section 12.2, and in a criminal proceeding, in addition, such Person had no reasonable cause to believe that their conduct was unlawful; *provided, however*, that nothing contained herein shall permit any Person to be indemnified or held harmless if and to the extent the liability sought to be indemnified or held harmless against results from such Person's gross negligence or willful misconduct. The termination of any such civil or criminal proceeding by judgment, settlement, conviction or upon a plea of *nolo contendere*, or its equivalent, shall not in itself create a presumption that any such Person did not act in good faith, for a purpose which he reasonably believed to be in, or not opposed to, the best interests of the Company, that he did not exercise reasonable care in selecting an employee, independent contractor or agent, that an act or omission involved actual fraud or willful misconduct, or that he had reasonable cause to believe that their conduct was unlawful. The

Company's indemnification obligations hereunder shall survive the termination of the Company. Each indemnified Person shall have a claim against the net assets of the Company for payment of any indemnity amounts from time to time due hereunder, which amounts shall be paid or properly reserved for prior to the making of Distributions by the Company to the Members.

12.3.2 Each of the Members hereby agrees to indemnify, defend and hold the other Members, Manager, the Managing Member, the Company, the officers of the Company and the employees of the Company harmless, including all costs and reasonable legal fees, from and against any and all claims which arise out of or relate to a certain Members negligent act, or claims arising from or related to the personal conduct or actions of Member outside of the scope of the Members employment with the Company.

12.4 Contract Right; Expenses. The right to indemnification conferred in this ARTICLE XII shall be a contract right. The Company may advance the expenses incurred by the indemnified Person in defending any such proceeding in advance of its final disposition, provided such Person agrees to repay any amount that it is ultimately determined such Person is not entitled to receive under this ARTICLE XI.

12.5 Indemnification of Employees and Agents. In addition to the indemnification provided in Section 12.3 and 12.4, the Company may, to the extent authorized from time to time by the Manager or Managing Member, grant rights to indemnification and to advancement of expenses to any employee, independent contractor or agent of the Company and/or to their officers, directors, shareholders, partners, members, managers, employees, independent contractors or agents, up to the extent provided to an indemnified Person pursuant to Sections 12.3 and 12.4.

12.6 Nonexclusive Right. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this ARTICLE XII shall not be exclusive of any other right which any Person may have or hereafter acquire under any statute or agreement, or under any insurance policy obtained for the benefit of any indemnified Person.

12.7 Severability. If any provision of this ARTICLE XII is determined to be unenforceable in whole or in part, such provision shall nonetheless be enforced to the fullest extent permissible, it being the intent of this ARTICLE XII to provide indemnification to all Persons eligible hereunder to the fullest extent permitted by applicable law.

12.8 Insurance. In the discretion of the Managing Member, the Company may purchase and maintain insurance on behalf of an indemnified Person (and for each such indemnified Person who was a Manager, Managing Member, Member or officer of the Company for a reasonable period after ceasing to have such status) against any liability that may be asserted against that Person and incurred by that Person in any such capacity or arising out of that Person's connection with the Company. In addition, in the discretion of the Managing Member, the Company may purchase and maintain insurance on behalf of any other Person who is or was an employee, independent contractor or agent of the Company, and/or their officers, directors, shareholders, partners, members, managers, employees, independent contractors or agents, whether or not the

Company would be required to indemnify that Person against liability under the provisions of ARTICLE XII or under applicable law.

ARTICLE XIII

INVESTMENT REPRESENTATIONS

Each Member represents and warrants to the Members and the Company as follows:

13.1 Authority. The Member has the requisite power and authority to enter into this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not violate any other agreement to which the Member is a party. This Agreement constitutes a valid and binding agreement of the Member, enforceable against the Member in accordance with its terms, except that such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws, whether now or hereafter in effect, relating to or limiting creditors' rights generally and (b) enforcement of this Agreement may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

13.2 Preexisting Relationship or Experience. By reason of the Member's business or financial experience, or by reason of the business or financial experience of the Member's financial advisor who is unaffiliated with and who is not compensated, directly or indirectly, by the Company or any Affiliate or selling agent of the Company, the Member is capable of evaluating the risks and merits of an investment in their Interest and of protecting the Member's own interests in connection with the investment.

13.3 Access to Information. Each Member has had an opportunity to review all documents, records and books pertaining to this investment and has been given the opportunity to consult with counsel of their choice with respect to all aspects of this investment, the Company's proposed business activities. To the extent desired, such Member has met with representatives of the Manager or Managing Member and has been provided with such information as may have been requested and has at all times been given the opportunity to obtain additional information necessary to verify the accuracy of the information received and the opportunity to ask questions of and receive answers concerning the terms and conditions of the investment and the nature and prospects of the Company's business.

13.4 Economic Risk. The Member is financially able to bear the economic risk of an investment in their Membership Interest, including the total loss thereof.

13.5 Investment Intent. The Member is acquiring their Interest for investment purposes and for the Member's own account only and not with a view to, or for sale in connection with, any distribution of all or any part of their Interest. Except for the shareholders or members of the Members, no other Person will have any direct or indirect beneficial interest in, or right to, their Interest.

13.6 Consultation with Attorney; Conflict. Each Member has been advised to consult with their or her own attorney regarding all legal and tax matters concerning an investment in their Interest, has had adequate opportunity to do so and has done so to the extent they consider

necessary. The Member acknowledges and understands that the interests of each Member may be different with respect to this Agreement and the Member waives any conflict of interest that may exist with respect to the preparation of this Agreement.

13.7 Interest is Restricted Security. Each Member understands that their Interest is a “restricted security” under the Securities Act in that the Interest will be acquired from the Company in a transaction not involving a public offering, that their Interest may be resold without registration under the Securities Act only in certain limited circumstances and that otherwise their Interest must be held indefinitely.

13.8 No Registration of Interest. Each Member acknowledges that their Interest has not been registered under the Securities Act or qualified under any state securities law in reliance, in part, upon their representations, warranties and agreements herein, and that the Company has no obligation to register or qualify, or maintain any registration or qualification of, their Interest.

13.9 Accredited Investor. The Member is an “accredited investor” as that term is defined in Rule 501(a) of Regulation D under the Securities Act. If the Member is a corporation, partnership, limited liability company, trust or other entity, it was not organized for the specific purpose of acquiring its Interest.

13.10 No Advertising. Each Member has not seen, received, or been solicited by any leaflet, public promotional meeting, newspaper or magazine article or advertisement, radio or general solicitation with respect to the purchase of their Membership Interest.

ARTICLE XIV MEMBER MEETINGS

14.1 Meetings of Members. Meetings of the Members shall be held on an annual basis, beginning March 1, 2022, or such other date as determined by the Members, or as may be called by the Manager or in the case of any matter on which Members may vote, by any Member. A Member so participating is deemed to be present in person at the meeting. Except as otherwise provided herein, action at any meeting with respect to the Company requires the affirmative vote of Members owning a majority of the Percentages of the Members.

14.2 Annual Meetings. Unless otherwise decided by resolution of the Members, annual meetings of the Members shall be held on the First day of March of each Fiscal Year of the Company if not a legal holiday in the state in which the meeting shall be held, and if a legal holiday, then on the next business day following, beginning at 10:00AM, or at any other time and place as the Members may decide by resolution and designate in the notice of the meeting (each an “Annual Meeting”). If the Annual Meeting or the election of a Manager or Managing Member is not held on the day designated in this Section, the Members shall conduct the election and a meeting of the Members as soon as is convenient. The Annual Meeting shall be for the purpose of electing a Managing Member and for transacting any other business which may properly come before the Meeting. Attendance by telephone conference is permissible.

14.3 Notice of Meeting. At least two (2) calendar days prior written notice shall be given to the Members entitled to vote at such meeting, stating the place, date and time of the meeting, the Person calling the meeting and the purpose for which the meeting is called. Notice of a meeting need not be given to any Member who submits a signed waiver of notice, in person or by proxy, whether before, at or after the meeting. All such waivers shall be filed with the Company records or made part of the minutes of the meeting. The attendance of a Member at the meeting, whether in person or by proxy, without protesting the lack of proper notice shall constitute a waiver of notice by such Member.

14.4 Consents. Personal presence of a Member shall not be required, provided a written consent to or rejection of the proposed action is submitted to the chairman of the meeting. Attendance by a Member and voting in person at any meeting shall revoke any written consents or rejections of the Member submitted with respect to action proposed to be taken at the meeting. Submission of a later dated written consent or rejection with respect to any action shall revoke an earlier one as to the action. Every consent or rejection must be signed by the Member or their attorney-in-fact. All questions regarding the validity of consents or rejections shall be determined by the Member, Manager or Managing Member presiding over the meeting.

14.5 Action by Consent. Any action that may be taken by Members at a meeting may also be taken without a meeting, if a consent in writing setting forth the action so taken is signed by Members owning a sufficient Percentage to take such action at a meeting at which all the Members entitled to vote on such action are present and voting, and such consent is delivered to the Manager or Managing Member within sixty (60) days after the date of the earliest signature to such consent. Consents may be signed in counterparts. The Company shall retain such consents with the books and records of the Company and shall notify to all Members of the action so taken.

14.6 Action by Written Consent. Any matter on which the Members are authorized to take action under law, the Article of Organization, or these Regulations may be taken by the Members without a meeting assembled if written consents to the action by the Members are signed by the Members entitled to vote on the action at a meeting and who hold a majority in interest of the Members (as defined in Section 14.8 of this Article) or any greater ownership interest in the Company as may be required by law, by the Articles of Organization or by these Regulations.

14.7 Adjourned Meeting. On an adjournment of a meeting, it shall not be necessary to give any notice of the adjourned meeting, provided that the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business which might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If, however, after the adjournment, the Managing Member fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given as provided in Section 14.4 of this Article to each Member of record on the new record date entitled to vote at such meeting.

14.8 Member Quorum and Voting. The holders of a majority of the then-outstanding contributed and not returned capital of the Company ("majority in interest of the Members") entitled to vote, represented in person or by written consent, shall constitute a quorum at a meeting of Members provided that the Managing Member is present, except as otherwise prescribed by law or by the Articles of Organization of the Company. All Members present in person or represented

by written consent at the meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, except as prescribed by law or the Articles of Organization. If a quorum is present, the affirmative vote of a majority in interest of the Members represented at the meeting and entitled to vote on the subject matter shall be the act of the Members unless otherwise provided by law, these Regulations or the Articles of Organization of the Company. All questions regarding the qualification of voters and the acceptance or rejection of votes shall be decided by the Managing Member presiding over the meeting.

14.9 Closing of Transfer Books or Fixing of Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment or postponement of any meeting of Members, or in order to make a determination of Members for any other proper purpose, the Managing Member of the Company may provide that the transfer books shall be closed for a stated period, but not to exceed, in any case, ten (10) days. If the transfer books shall be closed for the purpose of determining Members entitled to notice of or to vote at a meeting of Members, the books shall be closed for at least two (2) days immediately preceding the meeting. In lieu of closing the transfer books, the Managing Member may fix in advance a date as the record date for any such determination of Members, this date in any case to be not more than one (1) day and, in case of a meeting of Members, not less than ten (10) days prior to the date on which the particular action requiring the determination of Members is to be taken. If the transfer books are not closed and no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting of Members, or Members entitled to receive payment of a dividend, the date on which notice of the meeting is mailed shall be the record date for the determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this section, the determination shall apply to any adjournment or postponement of the meeting.

ARTICLE XV MISCELLANEOUS

15.1 Amendments. Except as otherwise provided herein, no amendment to this Agreement shall be valid or effective unless in writing and authorized by Members owning a majority of the Percentages of the Members; *provided, however*, that except as otherwise provided herein, without the consent of a Member that is materially and adversely affected, no amendment shall make such Member personally liable for any obligation of the Company, change the allocation and distribution provisions or change this Section 15.1.

15.2 Offset Privilege. The Company may offset against any monetary obligation owing from the Company to any Member any monetary obligation then owing from that Member to the Company.

15.3 Notices. Any notice or other communication (collectively, “Notice”) to be given to the Company or any Member in connection with this Agreement shall be in writing and will be deemed to have been given and received (a) on the date delivered if by courier or other means of personal delivery, (b) on the date sent by e-mail with a written mailed follow-up, (c) on the next business day after being sent by a nationally recognized overnight mail service in time for and specifying next day or next business day delivery. Any such notice must be given, if to the

Company, to the Company at its principal place of business, and if to any Member, Manager or Managing Member, to such Member, Manager or Managing Member at the address specified for him on Schedule A. Any party may by notice pursuant to this Section 15.3 designate any other address as the new address to which notice must be given.

15.4 Fees and Expenses. Each party shall bear their own fees and expenses in connection with this transaction; *provided, however*, that the fees and expenses of MarksDiPalermo PLLC in connection with the legal work and preparation of this Agreement and any related documents shall be borne by the Company and all of its Members individually agree to ensure such payment by the Company is made in connection with the acquisition of the project and any other acquisition costs.

15.5 Waiver. No course of dealing or omission or delay on the part of any party hereto in asserting or exercising any right hereunder shall constitute or operate as a waiver of any such right. No waiver of any provision hereof shall be effective, unless in writing and signed by or on behalf of the party to be charged therewith. No waiver shall be deemed a continuing waiver or waiver in respect of any other or subsequent breach or default, unless expressly so stated in writing.

15.6 Governing Law. This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Florida, without regard to choice or conflict of laws principles that would defer to the substantive laws of any other jurisdiction.

15.7 Remedies. Notwithstanding the foregoing, in the event of any actual or prospective breach or default by any party, the other parties shall be entitled to equitable relief, including remedies in the nature of injunction and specific performance (without being required to post a bond or other security or to establish any actual damages). In this regard, the parties acknowledge that they will be irreparably damaged in the event this Agreement is not specifically enforced, since (among other things) the Interests are not readily marketable.

15.8 Jurisdiction. Each of the parties hereto hereby irrevocably consents and submits to the jurisdiction of the Supreme Court of the State of Florida in connection with any suit, action or other proceeding arising out of this Agreement, and hereby unconditionally and irrevocably waives any objection to venue in Florida, and agrees that service of any summons, complaint, notice or other process relating to such suit, action or other proceeding may be effected in the manner provided by clause (c) of Section 15.3. **EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT**

15.9 Severability. The provisions hereof are severable and in the event that any provision of this Agreement shall be determined to be illegal, invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof shall not be affected, but shall, subject to the discretion of such court, remain in full force and effect, and any illegal, invalid or unenforceable provision shall be deemed, without further action on the part of the parties hereto, amended and limited to the extent necessary to render such provision, as so amended and limited, legal, valid and enforceable, it being the intention of the parties that this Agreement and each provision hereof shall be legal, valid and enforceable to the fullest extent permitted by applicable law.

15.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

15.11 Further Assurances; Power of Attorney. Each party hereto shall promptly execute, deliver, file or record such agreements, instruments, certificates and other documents and take such other actions as the Managing Member may reasonably request or as may otherwise be necessary or proper to carry out the terms and provisions of this Agreement and to consummate and perfect the transactions contemplated hereby. Failure to comply with this Section 15.11 shall be considered a breach of a material provision. In addition, each party hereby grants to the Managing Member the power of attorney (which power of attorney is coupled with an interest) to execute, deliver, file or record, on behalf of and in the name of such party any and all agreements, instruments, certificates and other documents which the Manager deems necessary, appropriate or desirable to effectuate the terms of this Agreement.

15.12 Assignment. Except as otherwise provided herein, this Agreement, and any right, interest or obligation hereunder, may not be assigned by any party hereto without the prior written consent of each other party hereto. Any purported assignment without such consent shall be null and void *ab initio* and without effect.

15.13 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement is not intended, and shall not be deemed, to create or confer any right or interest for the benefit of any Person not a party hereto.

15.14 Titles and Captions. The titles and captions of the Articles and Sections of this Agreement are for convenience of reference only and do not in any way define or interpret the intent of the parties or modify or otherwise affect any of the provisions hereof and shall not have any effect on the construction or interpretation of this Agreement.

15.15 Construction. This Agreement shall not be construed against any party by reason of such party having caused this Agreement to be drafted.

15.16 Usage. References in this Agreement to “Articles,” “Sections” and “Schedules” shall be to the Articles, Sections and Schedules of this Agreement, unless otherwise specifically provided; all Schedules to this Agreement are incorporated herein by reference; any use in this Agreement of the singular or plural, or the masculine, feminine or neuter gender, shall be deemed to include the others, unless the context otherwise requires; the words “herein”, “hereof” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement; the word “including” when used in this Agreement shall mean “including without limitation”; and except as otherwise specified in this Agreement, all references in this Agreement (a) to any agreement, document, certificate or other written instrument shall be a reference to such agreement, document, certificate or instrument, in each case together with all exhibits, schedules, attachments and appendices thereto, and as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof; and (b) to any law, statute or regulation shall be deemed

references to such law, statute or regulation as the same may be supplemented, amended, consolidated, superseded or modified from time to time.

15.17 Entire Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating thereto (written or oral).

15.18 Representation. Each of the undersigned hereby acknowledges that this Agreement has been drafted on behalf of the Company by Cabot J. Marks, Esq. of MarksDiPalermo PLLC and that MarksDiPalermo PLLC. has represented all of the parties to this Agreement. Each of the undersigned understands that the interest of each of them may be different with respect to this Agreement. Each of the undersigned acknowledges that they have been fully, separately and individually apprised and advised by their own attorney of their legal rights and financial liabilities and responsibilities arising out of this Agreement and each has in addition thereto made independent inquiry and investigation with respect to all of the same. Each waives any conflict in connection with the preparation of this Agreement and the documents related thereto and each acknowledges that they have had the opportunity to have this Agreement reviewed by, and to consult with, their own separate counsel, prior to executing the same.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Members have executed this Agreement, effective as of the date first written above.

PEGALO PROPERTIES INC.

Richard Kooris

By: Richard Kooris

DAVINA DEVELOPMENT CORP.

L. Schorf

By: Leonard Schwartz

WOMBAT HOLDINGS LLC

Amy Angelo *SC Angelo*

By: Amy and Scott Angelo

Charles Lesnick

By: Chuck Schorr Lesnick

Philip Schorr

By: Philip Schorr

**SCHEDULE A NAMES, ADDRESSES, CAPITAL CONTRIBUTIONS, AND
PERCENTAGES OF THE MEMBERS**

Name, Address and E-mail	Capital Contribution	Percentage
Chuck Schorr Lesnick 15 Albemarle Place Yonkers, NY 10701 Email: chuck.schorr.lesnick@gmail.com Phone: (914)954-3039	\$110,000.00	21%
Davina Development Corp. 944 Warren Pkwy Teaneck, NJ 07666 Email: lschwartz@rmabronx.com Phone: (201)906-8005	\$110,000.00	20.5%
Philip Schorr 15 Albemarle Place Yonkers, NY 10701 Email: pschorr@rmaorg.com Phone: (718)538-5000	\$110,000.00	19%
Pegalo Properties Inc. 501 North IH-35 Austin, TX 78702 Email: rkooris@501studios.com Phone: (512)422-8878	\$110,000.00	20.5%
Wombat Holdings LLC 221 Old Dixie Hwy, Suite 1 Tequesta, FL 33469 Email: amy.angelo@oceanacoffee.com Phone: (561)339-2913	\$110,000.00	19%
TOTAL	\$550,000.00	100%

OPERATING AGREEMENT

KISS KITCHENS LLC

(A FLORIDA LIMITED LIABILITY COMPANY)

THE SECURITIES REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 NOR REGISTERED OR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS REGISTERED AND QUALIFIED UNDER APPLICABLE FEDERAL AND STATE SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, SUCH REGISTRATION AND QUALIFICATION IS NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS AGREEMENT IS FURTHER SUBJECT TO OTHER RESTRICTIONS, THE TERMS AND CONDITIONS OF WHICH ARE SET FORTH IN THIS AGREEMENT.

TITLE	Kiss Kitchens LLC Operating Agreement.pdf
FILE NAME	Kiss%20kitchen%20...ement%20Clean.pdf
DOCUMENT ID	424c95e1cdc07a87a7987568404b6e0258b5d6cd
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

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Document History



SENT

01 / 28 / 2022

17:57:17 UTC

Sent for signature to Chuck Lesnick, Esq. (chuck.schorr.lesnick@gmail.com), Len Schwartz (lschwartz@rmabronx.com), Philip Schorr (philipschorr@aol.com), Richard Kooris (rkooris@501studios.com), Amy Angelo (amy.angelo@oceanacoffee.com) and Scott Angelo (scott.angelo@oceanacoffee.com) from nkilcoyne@marksdiplermo.com
IP: 100.2.36.109



VIEWED

01 / 28 / 2022

18:50:43 UTC

Viewed by Richard Kooris (rkooris@501studios.com)
IP: 23.112.37.223



SIGNED

01 / 28 / 2022

18:51:03 UTC

Signed by Richard Kooris (rkooris@501studios.com)
IP: 23.112.37.223



VIEWED

02 / 01 / 2022

19:23:59 UTC

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IP: 68.195.13.45

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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

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02 / 01 / 2022
19:24:35 UTC

Signed by Len Schwartz (lschwartz@rmabronx.com)
IP: 68.195.13.45



02 / 02 / 2022
02:47:13 UTC

Viewed by Chuck Lesnick, Esq.
(chuck.schorr.lesnick@gmail.com)
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02 / 02 / 2022
02:47:40 UTC

Signed by Chuck Lesnick, Esq.
(chuck.schorr.lesnick@gmail.com)
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02 / 02 / 2022
03:02:18 UTC

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IP: 148.74.212.141



02 / 02 / 2022
03:03:13 UTC

Signed by Philip Schorr (philipschorr@aol.com)
IP: 148.74.212.141

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DOCUMENT ID	424c95e1cdc07a87a7987568404b6e0258b5d6cd
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

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02 / 03 / 2022
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IP: 76.110.217.95



02 / 03 / 2022
18:50:50 UTC

Signed by Amy Angelo (amy.angelo@oceanacoffee.com)
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02 / 03 / 2022
19:27:10 UTC

Viewed by Scott Angelo (scott.angelo@oceanacoffee.com)
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02 / 03 / 2022
19:27:27 UTC

Signed by Scott Angelo (scott.angelo@oceanacoffee.com)
IP: 76.110.216.75



02 / 03 / 2022
19:27:27 UTC

The document has been completed.

Date: March 15, 2023

CRA and Regular Commission Meeting

Submitted by: Commissioner Mary Beth Taylor

Subject: Termination of the Oceana Logistics International (i.e. Oceana Coffee) Contract Agreement and recovery of the first \$200,000 disbursement of a **one million dollar** Grant they received from The Town Of Lake Park on December 22, 2022.

In my opinion, the conclusion is encapsulated in one sentence. ***The contract agreement was breached on February 1, pursuant to Oceana Coffee's inability to commence construction, as listed in the grant contract agreement or to fulfill the requirements to complete their permit application.*** Not hard to understand. The consequences of defaulting on the Oceana contract are clear, *number 3* on the first page of the Unconditional Guaranty of Repayment and Performance Contract, 'Grantor hereby agrees to provide the Guarantors written notice of any default by the grantees, under the provisions of the Grant Documents. If you are a resident or business owner in Lake Park that explanation may be all you need.

But, as a Commissioner I welcome the opportunity to explain my 'Nay' to awarding the **one million dollar** grant to Oceana Coffee.

- I have many unanswered questions about the five investors/principals of the partnership and about their inability to fulfill the essentials of their contract, by defaulting on February 1, 2023, and failing to complete their permit process. The Oceana Coffee presentation was well scripted, but abstruse and devoid of the details I wanted to hear. The million dollar grant disbursements among partners were suspicious, and I felt misled, and pressured. The mercurial additions, shifting parts and serious lack of background details, especially from KISS Kitchens LLC and Florida Canning Company are still questionable.
- On March 9, 2023, I requested *all* the background information on the five Oceana partners, I received seven documents, including the Executed Guaranty that provided the investor related contact information, addresses....but no background, financial or credit information. Interestingly two of the partners listed the same address, a single family home on the west coast of Florida. Interesting also, was that seven companies have been linked to this home through corporate registrations. Two other partners gave a Wellington address. None of the information I received included their legal residency or credit and business histories. My question, "Is Granting, essentially gifting, one million dollars to a group of people without a thorough background check a standard way to do business or did I not receive all the information I requested?"

- I took an oath when becoming a commissioner to uphold laws and codes and I promised myself, that promoting and protecting the best interests of the residents and businesses of Lake Park would be my priority. I do not believe granting a gift of one million dollars to the Oceana Coffee Partnership at this time is prudent or fair to the residents and other struggling businesses in town. The Oceana Partners have admitted they have adequate personal money to fund their investment and I cannot imagine investing my money in the Oceana venture, so it makes no sense to me to expend much of our *small, tiny* town's taxpayer monies on a seemingly desperate vision that has already faltered. A million dollars could go a long way to improve the image and reputation of the entire Town of Lake Park *if spent wisely*.
- I also do not believe that the *vision* presented by the Oceana partners is beneficial or realistic for The Town of Lake Park. I traverse this town with my eyes open! I see never occupied and empty shopfronts. I see another *grant gone bad*, the 754 Park Avenue eyesore. I hear of previously popular businesses closing or struggling to stay open. ***Lake Park needs help, but should help itself first!*** We need to provide beneficial, reliable essential services. We need to improve the Town's safety and image by, repairing, cleaning, lighting up common public areas. We need to support *local* and pop-up, practical businesses, that economically match the needs and desires of the town's diverse population. And at the same time address our critical infrastructure, the cracked seawall for example.
- In conclusion, Thank you, and "*Don't worry, Every little thing gonna be alright!*" Lake Park will survive and has *innumerable, innovated* spaces for entrepreneurial ventures.