

**EXHIBIT "A"**

**POMPANO DESIGN, LLC  
2666 EAST ATLANTIC BLVD.  
POMPANO BEACH, FLORIDA**

**FAÇADE & BUSINESS SITE IMPROVEMENT  
PROGRAM APPLICATION**

**EXECUTIVE SUMMARY  
PROJECT OVERVIEW**

# **Executive Summary: New Façade as Part of a New Business Pompano Furniture and Design at 2666 East Atlantic Blvd, Pompano Beach**

## **Exterior Enhancements / Building Facelift**

Exterior paint, stucco work, decorative paneling, new front windows, doors and signage.



## Pompano Furniture and Design

### Business Plan

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November 2024

Pompano Design, LLC – DBA: Pompano Furniture and Design

Street Address: 2666 East Atlantic Blvd.

City, state, ZIP: Pompano Beach, FL 33062

Business Phone: 571-439-0694

Website URL: [pompanofurnitureanddesign.com](http://pompanofurnitureanddesign.com)

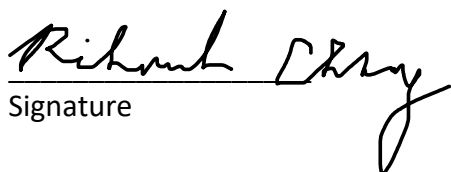
Email Address: [pompanofurnitureanddesign@gmail.com](mailto:pompanofurnitureanddesign@gmail.com)



## Confidentiality Agreement

The undersigned reader acknowledges that any information provided by Pompano Design, LLC in this business plan, other than information that is in the public domain, is confidential in nature, and that any disclosure or use of same by the reader may cause serious harm or damage to Pompano Design, LLC. Therefore, the undersigned agrees not to disclose it without express written permission from Pompano Design, LLC.

Upon request, the undersigned reader will immediately return this document to Pompano Design, LLC.

  
Signature

Richard Chang  
Name (typed or printed)

11/12/2024  
Date

This is a business plan. It does not imply an offering of securities.

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## I. Executive Summary

Pompano Furniture and Design (PFD) will be a retail furniture showroom and intends to be the premier destination for individualized furniture and interior design services. The primary focus is on providing high-quality customizable product lines, made achievable through partnerships with various suppliers, manufacturers, and industry partners. By merging the retail aspect of furniture with comprehensive solutions offering interior design support, PFD will provide a seamless experience for customers in creating their ideal living spaces.

The furniture retail and interior design market is fragmented and lacks the comprehensive approach PFD will offer. PFD will provide personalized services with diverse, customizable, high-quality product options to turn the customer's vision into stylish and functional spaces.

Richard Chang the CEO and General Manager of PFD has over 15 years of experience in the furniture industry and over 25 years in sales. He has worked as a consultant and operations manager with over 30 different furniture stores nationwide. Richard has also owned and operated a furniture store in Beaumont, TX, and currently owns a marketing company, American Marketing Solutions, since 2013, that runs marketing campaigns for furniture stores nationwide.

## II. Company Description

**Vision** - PFD seeks to be known as a premium destination where customers can shop for furniture and home furnishings that will transform their customer's vision of interior design into reality.

**Mission Statement** - We commit to offering high-quality furniture, customizable products, exceptional customer service, and sensible pricing. We will utilize tools and advanced technology such as virtual reality and payment system solutions to provide an excellent customer experience.

### Company Goals

#### Short-Term Goals

- Create a visually compelling showroom
- Find, hire, and train top-notch personnel/employees
- Bring website on-line

#### Long-Term Goals

- Establishing the brand as a go-to destination for a unique retail experience
- Have a strong online presence with an online store
- Provide home staging services
- Obtain \$3 million a year in sales volume
- Buy in bulk (containers of goods from around the world)
- Purchase and own the business real estate

### Target Market

Demographics - Individuals and families with a taste for high-quality, customizable furniture and interior design services.

Lifestyle - Design-savvy consumers who value unique and aesthetically pleasing furniture pieces and interior design solutions.

Behavioral - Customers who want to access retail furniture products with the convenience of comprehensive interior design services in one location.

Psychographics - Clients who value personalized attention and collaboration in the design process.

### III. Products & Services

1. High-quality furniture and customizable furniture
2. Sustainable-Made Furniture: environmentally conscious products
3. Design Studio - A designated area in our showroom will provide an immersive experience that showcases a variety of styles in well-curated vignettes. Introduce interactive displays that enable customers to engage with different textures, patterns, colors, and designs to enhance their ability to customize and envision the final setup in their spaces.
4. Interior design consultations for customers to help transform their space into reality
5. Home Accessories and Fixtures
6. Delivery Services

### IV. Marketing Plan

#### 1. Customer Engagement

##### Retail Sales

- A. Customization Demand: Offer a wide variety of unique customizable furniture items that can be tailored to meet individual tastes and needs.
- B. Integrated Services: Provide end-to-end solutions by including interior design services, space planning, and other related services to enhance the buying experience.
- C. Technology: Use of virtual reality tools and floor planning tools to allow customers to visualize and personalize their living spaces to make informed decisions.

##### Online

Customer: create a user-friendly website, have active social media engagement, and targeted digital marketing campaigns.

##### B-to-B Relationship

B to B Relationships: industry relationships with suppliers, manufacturers, and industry partners.

#### 2. Key Competitors

- A. Contrast Furniture, Pompano Beach - lacks the seamless integration of retail products with interior design service. Small showroom showcasing limited products, and limited style of furniture. Lacks online presence and website is outdated.

- B. Broward Design Center, Pompano Beach – a limited array of furniture. Mostly dedicated to home decor and accessories. They do not offer interior design services and very minimal customization.
- C. Dinettes by Design, Pompano Beach - offers only dining furniture and no interior design services.
- D. Rooms To Go, Pompano Beach - do not provide a high level of customization, no design services, offer all price point levels, and mass-produced products with a box store feel.
- E. Furniture World, Light House Point - products for price-conscious customers, carries mass-produced furniture. Primary furniture supplier is not known for its quality or customization. No interior design services.
- F. Baer's Furniture, Fort Lauderdale - limited design services specific to their products.

### 3. Advertising

- A. Online Advertising - ads on well-known online platforms – Facebook, Houzz, Pinterest, Google, and Instagram to promote and target the audience and build the brand.
- B. Digital Advertising – a very cost-effective way to precisely target a market/audience through streaming services
- C. Print Advertising - Use print media such as newspapers, local publications, magazines, direct mail, and billboards.
- D. TV / Cable TV Advertising

### 4. Marketing

Social Media Marketing - Utilize social media technology solutions for planning, creating, and distributing brand awareness.

- A. Promote brand content on popular platforms like Facebook, Instagram, X, YouTube, TikTok, and WhatsApp.
- B. Implement email marketing campaigns and use tools such as Constant Contact to keep customers engaged
- C. Promotional and Event Marketing - Promote special events, holidays, and sale events.
- D. Trade Shows - Become a vendor at trade shows like home furnishing shows.
- E. Networking and Strategic Partnerships – business-to-business alliances with Vendors, Interior designers, Real Estate Professionals, local businesses, and contractors.

Branding Strategy - to be recognized as a premier destination for furniture and interior design services.

- A. Brand Identity - Our branding strategy will be centered around our unique value proposition of offering high-quality, customizable furniture and comprehensive interior design services under one roof. Having a consistent branding message utilizing our logo, tagline, and other visual elements.
- B. Showroom Experience - It will be designed to reflect our commitment to quality and style. It will also serve as a space for customers to experience our products and services firsthand.

- C. Partnerships - We will leverage our relationships with suppliers, manufacturers, and industry partners to enhance our brand.
- D. Community Engagement - We will engage with the local community through events, sponsorships, and collaborations to help build a strong local brand presence.

## V. Operational Plan

### 1. Personnel

Richard Chang, CEO and General Manager will lead the company

- Set the strategic direction and vision for Pompano Furniture and Design
- Focus and oversee customer needs, budget considerations, and service excellence
- Oversee marketing and advertising.
- Build and develop an effective team
- Align with industry professionals

Tiffany Ciabattoni, Executive Interior Designer and Store Manager

Brings over 12 years of experience in the furniture industry with an extensive background in assisting furniture stores nationwide, positions in consulting and liquidation services, and was a part owner and operations manager of a furniture store. Tiffany is one of the top interior designers at Arhaus and will oversee design solutions for the store to include:

- Create tailored design solutions for customers
- Develop customer project
- Help manage daily operations and personal
- Curate showroom display and visual display

Daniel Houde, Principal Interior Designer

A well-established interior designer with a degree in architecture. Owned a successful full-service interior design and home staging company in Boston for 19 years. His focus will be to deliver excellent interior design services and customer experience consistent with the brand identity.

- Direct and manage the interior designers and the design department
- Oversee all interior design projects
- Promote business Build professional and personal relationships with people in the industry, vendors and manufacturers, real estate professionals, contractors, etc.
- Driving profitability through strategic design and product selection

### 2. Location

Atlantic Square Shopping Center  
2666 E Atlantic Blvd  
Pompano Beach, FL 33062

9,000 Sq ft Building – 8,000 sq ft showroom / 1,000 sq ft warehouse

Located on the main thoroughfare Atlantic Blvd, one of the few roads leading to the beaches of Pompano Beach, the store has amazing visibility with a very high traffic count. The store is in the heart of Pompano Beach where currently tremendous development and improvements are being made by the city to revamp and expand the city.

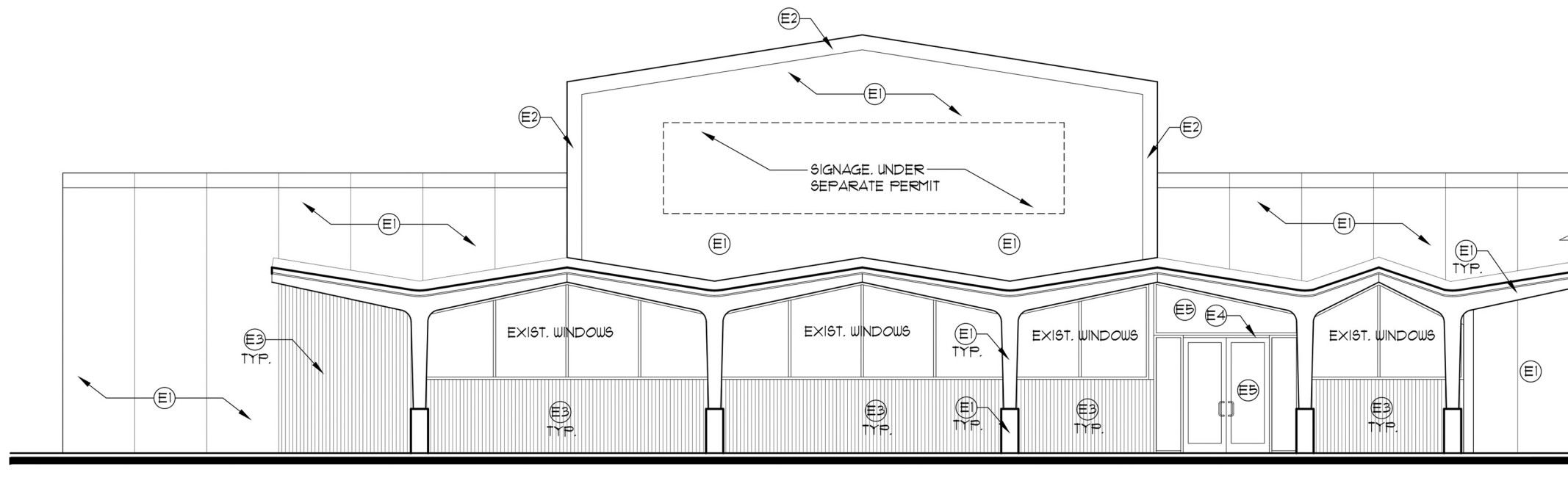
**VI. Startup Expenses & Capitalization** - Financial workbook attached

**VII. Financial Plan** - Financial Workbook attached

1. **Start-Up Expenses**
2. **Personal Financial Statement**
3. **12-month profit & loss projection**
4. **Break-even calculation**
5. **3 Year Projections**

## **PROJECT PLANS**





# Pompano FURNITURE + DESIGN

2666 E. ATLANTIC BLVD

MARK	DESCRIPTION	PAINT SCHEDULE						NOTE:	COMMON COLOR NAMES:
		MFR.	CATALOG NO.	COLOR	TYPE	FINISH	COATS		
(E1)	PAINTED MEDIUM TEXTURED STUCCO	SW	7069	IRON ORE	EXT. LATEX	M. TEX.	2		DARK GRAY
(E2)	PAINTED MEDIUM TEXTURED STUCCO	SW	7072	ONLINE	EXT. LATEX	M. TEX.	2		LIGHT GRAY
(E3)	PRE-FINISHED SIMULATED WOOD PANELS	-	-	WALNUT OR AS SELECTED BY OWNER	PRE-FINISHED	-	-	CORRUGATED ALUMINUM PANELS	WALNUT
(E4)	STOREFRONT DOORS & WINDOW FRAMES	MILLER	MILLER	BLACK	ANODIZED	-	-		BLACK
(E5)	SOLAR TINT GLAZING	MILLER	MILLER	CLEAR	-	-	-	IMPACT GLASS	CLEAR



NORTH ELEVATION



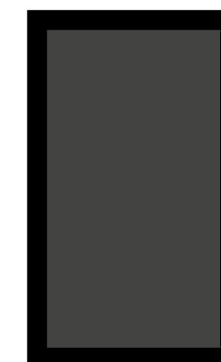
**E5**  
CLEAR GLASS



**E3**  
WALNUT



**E2**  
SW 7072  
ONLINE



**E1**  
SW 7069  
IRON ORE



**E4**  
BLACK ANODIZED  
ALUMINUM



# POMPANO DESIGN, LLC

## EXTERIOR REMODEL

2666 E ATLANTIC BLVD  
POMPANO BEACH, FLORIDA



PROJECT LOCATION

### 1 LOCATION MAP

SCALE: N.T.S.



SHEET INDEX		PERMIT SET: 071217024
ARCHITECTURAL PLANS		
A1.0 COVER SHEET / INDEX / SPECIFICATION	●	
A2.0 DEMOLITION PLAN, NOTES, & DETAILS	●	
A4.0 FLOOR PLAN, SCHEDULES, & DETAILS	●	

### 2 SHEETS INDEX

SCALE: N.T.S.

BUILDING DATA:	
EXISTING TYPE OF CONSTRUCTION:	TYPE II-B (UNPROTECTED)
PROPOSED TYPE OF CONSTRUCTION:	(SAME)
EXISTING No. OF STORIES:	1 STORY
PROPOSED No. OF STORIES:	(SAME)
EXISTING USE:	MERCANTILE: GROUP M
PROPOSED USE:	(SAME)
TABLE 506.2:	1-STORY MERCANTILE, TYPE II-B CONSTRUCTION, UNSPRINKLED • 12,000 SF MAX.
EXISTING TENANT SF:	9,040 SF.
PROPOSED TENANT SF:	(SAME)
EXISTING OCCUPANCY GROUP:	MERCANTILE - M
PROPOSED OCCUPANCY GROUP:	(SAME)
ALTERATIONS COMPLIANCE METHOD:	PRESCRIPTIVE COMPLIANCE
CLASSIFICATION OF PROPOSED WORK:	ALTERATION-LEVEL 2

OCCUPANCY TYPE	CONSTRUCTION TYPE	COMPLIANCE	AUTOMATIC FIRE SPRINKLER SYSTEM	FIRE ALARM
M MERCANTILE (EXISTING)	TYPE II-B	YES	NO	YES

### 3 CODE LISTING DATA

SCALE: N.T.S.

#### SPECIFICATIONS

##### 100 GENERAL CONDITIONS:

- TRADE NAMES ARE SPECIFIED TO ESTABLISH A MINIMUM STANDARD OF QUALITY. EQUIVALENT PRODUCTS MAY BE ACCEPTED SUBJECT TO ARCHITECT'S REVIEW.
- WHERE THE CONTRACTOR WISHES TO MODIFY ANY CONSTRUCTION DETAILS, MATERIALS, OR PROCEDURES, HE SHALL SUBMIT SHOP DRAWINGS FOR A/E APPROVAL PRIOR TO PROCEEDING WITH WORK.
- IF THERE IS A DISCREPANCY BETWEEN ARCHITECTURAL AND ENGINEERING SPECIFICATIONS OR DRAWINGS, THEN ENGINEERING SHALL BE FOLLOWED UNLESS ARCHITECTURAL DESIGN IS AFFECTED; THEN CONTACT ENGINEER. IN ANY CASE OF DISCREPANCY, CONTACT ARCHITECT FOR DIRECTION.
- ELEVATIONS EXPRESSED IN DECIMAL FEET REFER TO NORTH AMERICAN VERTICAL DATUM (N.A.V.D.). ELEVATIONS EXPRESSED IN FEET AND INCHES REFER TO BUILDING RELATIVE ELEVATIONS WHERE 0'-0" = 100' N.A.V.D. + TOP OF CONCRETE FLOOR SLAB + NOMINAL FINISHED FLOOR.
- TOLERANCES SHALL BE PUBLISHED INDUSTRY STANDARDS.
- FOR SPECIAL CONDITIONS AND ENGINEERING SPECIFICATIONS, SEE ENGINEERING DRAWINGS.
- ALL DIMENSIONS ARE BASED ON AVAILABLE DRAWINGS AS SUCH ALL DIMENSIONS MUST BE CONSIDERED APPROXIMATE. FIELD VERIFICATION AND COORDINATION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR SHALL ADJUST WALL LOCATIONS SLIGHTLY TO ACCOMMODATE PLANNED MODIFICATIONS AS MAY BE NECESSARY AT EACH FLOOR.
- CONTRACTOR SHALL FIELD VERIFY AND MEASURE ALL SPECIALTY AND SPECIAL ORDER ITEMS TO INSURE PROPER QUANTITIES, SIZES, ETC. PRIOR TO ORDERING MATERIALS OR SERVICES.
- CONTRACTOR SHALL PROVIDE QUANTITY TAKEOFFS TO OWNER WITH ALL BID PROPOSALS FOR BUY OUT ITEMS LISTED IN THESE DRAWINGS. SEE FINISH SCHEDULE FOR LISTING. ALL TAKEOFFS SHALL BE QUALIFIED BY FIELD VERIFICATION OF EXISTING CONDITIONS AND MEASUREMENTS AS MAY BE REQUIRED.
- THE DESIGN DRAWINGS ARE BASED ON THE BEST AVAILABLE INFORMATION, HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD INVESTIGATION AND VERIFICATION OF EXISTING CONDITIONS. ALL WORK SHOWN ON THE DRAWINGS SHALL INCLUDE ALL MATERIALS AND LABOR AS REQUIRED FOR A COMPLETE AND FINISHED INSTALLATION.
- THE DRAWINGS AND SPECIFICATIONS ARE TO BE CONSIDERED AS ONE INFORMATION FOR THIS PROJECT MUST BE OBTAINED AFTER EXAMINING ALL PARTS OF THE SPECIFICATIONS AND DRAWINGS.
- ALL PENETRATIONS THROUGH A RATED PARTITION SHALL BE INSTALLED WITH AN APPROVED 3" MIN. PENETRATION KIT IN ALL CASES INVOLVING PLUMBING, ELECTRICAL, AND HVAC.
- ALL DUCT PENETRATIONS THROUGH A RATED PARTITION REQUIRE A U-L RATED FIRE DAMPER AS SUITED FOR THAT HOURLY PENETRATION.
- CONTRACT DOCUMENTS, AND SUBSEQUENT REVISIONS AND ADDENDA ARE CONSIDERED A SINGLE UNIT AND AS SUCH THE ENTIRE DRAWING SET ALONG WITH THE DISTRIBUTED ADDENDA SHALL BE PROVIDED TO EACH SUB-CONTRACTOR AT THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- ANY MATERIALS OR LABOR, NEITHER SHOWN ON THE DRAWINGS NOR SPECIFIED, BUT WHICH ARE NECESSARY TO COMPLETE THE WORK OF A SIMILAR NATURE SHALL BE FURNISHED WITHOUT ADDITIONAL COST.
- THE DRAWINGS AND SPECIFICATIONS ARE COMPLEMENTARY. INFO SHOWN ON THE DRAWINGS BUT NOT DESCRIBED IN THE SPECIFICATIONS, OR INFORMATION DESCRIBED IN THE SPECIFICATIONS BUT NOT SHOWN ON THE DRAWINGS SHALL BE CONSIDERED WITHIN THE SCOPE OF WORK. IN THE EVENT OF A CONFLICT BETWEEN THE DRAWINGS AND THE SPECIFICATIONS, THAT WHICH IS MORE STRINGENT SHALL APPLY.
- GENERAL CONTRACTOR SHALL CONTACT THE ARCHITECT IMMEDIATELY IF HE OR SHE ENCOUNTERS SUSPECT MATERIALS SUCH AS ASBESTOS OR CONCEALED MECHANICAL, ELECTRICAL AND STRUCTURAL DEFICIENCIES. REMOVE AND DISPOSE OF ASBESTOS CONTAINING MATERIALS IN ACCORDANCE WITH ALL GOVERNING LOCAL, STATE AND FEDERAL REGULATIONS. WORK IS TO BE PERFORMED BY QUALIFIED, CERTIFIED ASBESTOS ABATEMENT CONTRACTORS. PROVIDE AIR MONITORING IF REQUIRED. DISPOSAL MANIFESTS ARE TO BE PROVIDED.
- THE CITY SHALL ONLY ACCEPT A SUBSTITUTE FOR A PRODUCT THAT IS EQUAL TO OR EXCEEDS THE QUALITY OF THE AS SPECIFIED IN THE SOLICITATION AND SUBJECT TO ARCHITECT'S APPROVAL.

##### 101 ABBREVIATIONS:

ACT	ACOUSTIC CEILING TILE	MO	MASONRY OPENING
A/E	ARCHITECT AND/OR ENGINEER	MR	MOISTURE RESISTANT
APC	ABOVE FINISHED CEILING	NA	NOT APPLICABLE
AFP	ABOVE FINISHED FLOOR	NIC	NOT IN CONTRACT
BFC	BELOW FINISHED CEILING	P/V	POST INDICATOR VALVE
BO	BY OWNER	PP	POUWER FOLE
FBC	FLORIDA BUILDING CODE	RCP	REFLECTED CEILING PLAN
FF	FINISHED FLOOR	FBC	FLORIDA BUILDING CODE
FH	FIRE HYDRANT	SCO	SANITARY CLEAN OUT
FM	FACTORY MUTUAL	SMH	SANITARY MANHOLE
GA	GYPHUM ASSOCIATION	UNO	UNLESS NOTED OTHERWISE
GB	GYPHUM WALL BOARD	VB	VAPOR BARRIER
HWS	HOSE BIBBS		
KO	KNOCKOUT OPENING		

##### 102 ARCHITECTURAL ENGINEERING/PLANS/TESTS:

- SHOP DRAWINGS SHALL BE SUBMITTED TO THE GENERAL CONTRACTOR FOR HIS REVIEW AND APPROVAL FIRST THEN ARCHITECT'S REVIEW AND BUILDING DEPARTMENT REVIEW. FABRICATION SHALL NOT BEGIN UNTIL APPROVED BY THE GENERAL CONTRACTOR AND ALL DESIGN PROFESSIONALS INCLUDE ORIGINATOR'S NAME, JOB NAME, AND SPACE FOR REVIEW STAMPS. PROVIDE MINIMUM THREE (3) PRINTS AND ONE (1) REPRODUCIBLE SHOP DRAWINGS SHALL BE PROVIDED FOR THE FOLLOWING ITEMS: DOORS AND HOLLOW METAL FRAMES, FINISH HARDWARE, A/C SYSTEM DUCTWORK, SPRINKLER SYSTEM, ELECTRICAL SWITCH GEAR, DEVICES, ELECTRICAL MATERIALS, AS WELL AS ALL LOW VOLTAGE ITEMS, EXTERIOR COMPONENTS, PENETRATION SYSTEMS, STRUCTURAL SYSTEMS, AND COMPONENTS PLUMBING HARDWARE AND FIXTURES, ALL INTERIOR AND EXTERIOR FINISHES, ROOFING AND COMPONENTS INCLUDING FIRE SPRINKLER PLANS WITH SIGNED AND SEALED ENGINEERING.

##### 110 SAFETY AND FIRST AID:

- EACH SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF HIS EMPLOYEES, AND HIS WORK SHALL BE KEPT SAFE TO VISITORS AND OTHER JOB SITE WORKERS. HE SHALL INITIATE AND MAINTAIN ALL SAFETY PROGRAMS INCLUDING THAT AS GOVERNED BY OSHA. CONTRACTOR SHALL PROVIDE SUITABLE EQUIPMENT INCLUDING THE USE OF HARD HAT AND OTHER OSHA RECOMMENDED SAFETY EQUIPMENT THROUGHOUT THE DURATION OF THE CONSTRUCTION ACTIVITIES.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TEMPORARY CONSTRUCTION BARRIER PREVENTING PUBLIC ACCESS PURSUANT OSHA JOB SAFETY GUIDELINES ONLY AUTHORIZED CONSTRUCTION PERSONNEL AND RELATED PROFESSIONALS SHALL BE ALLOWED ACCESS WITHIN CONSTRUCTION ZONE. TEMPORARY BARRIER SHALL BE COMPLETELY REMOVED UPON COMPLETION BY THE GENERAL CONTRACTOR. ANY AND ALL REMEDIAL REPAIRS REQUIRED DUE TO CONSTRUCTION OR DEMOLITION WITHIN THE CONSTRUCTION BARRIER, INCLUDING REMOVAL OF THE BARRIER, SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO RETURN THE AREA TO ORIGINAL PRE-CONSTRUCTION CONDITION.

##### 112 CLEANUP AND TRASH REMOVAL:

- ALL CONTRACTORS SHALL BE RESPONSIBLE FOR KEEPING A SAFE CLEAN WORKING ENVIRONMENT.
- ALL CONSTRUCTION DEBRIS AND TRASH SHALL BE STORED IN ARCHITECT'S APPROVED CONTAINERS AND REMOVED FROM THE SITE ON A REGULAR BASIS.

##### 115 PERMITS:

- CITY BUILDING PERMIT FEES ARE WAIVED FOR CITY PROJECTS, COORDINATE WITH CRA PROJECT MANAGER. CONTRACTOR IS RESPONSIBLE FOR PAYMENT OF ANY OUTSIDE AGENCY PERMITTING FEES.

##### 117 INSURANCE:

- EACH SUBCONTRACTOR SHALL CARRY AN "INSTALLMENT FLOATER" INSURANCE POLICY. THE SUBCONTRACTOR IS RESPONSIBLE FOR STORAGE AND PROTECTION OF HIS MATERIALS AND EQUIPMENT.
- EACH SUBCONTRACTOR SHALL PROVIDE FULLY COMPLETED CERTIFICATES OF INSURANCE WITH AT LEAST TEN (10) DAYS WRITTEN NOTICE OF CANCELLATION.
- EACH SUBCONTRACTOR SHALL HAVE WORKMEN'S COMPENSATION INSURANCE IN ACCORDANCE WITH THE LAWS OF FLORIDA.
- EACH SUBCONTRACTOR SHALL HAVE SINGLE LIMIT LIABILITY INSURANCE, NOT LESS THAN SPECIFIED BY CITY OF DEERFIELD BEACH.

##### 130 CODES:

- ALL WORK SHALL COMPLY WITH THE 2013 FBC-EXISTING BUILDING, 8th EDITION, ALTERATION LEVEL 2 AND THE 2013 FBC-BUILDING, 8th EDITION, BROWARD COUNTY AMENDMENTS, CITY OF DEERFIELD BEACH BUILDING AND ZONING CODES, ORDINANCES AND AMENDMENTS, AND THE 2013 FLORIDA FIRE PREVENTION CODE, 8th EDITION.
- THE EXISTING STRUCTURE IS TYPE III B CONSTRUCTION, FULLY SPRINKLERED WITH A UTILITY USED BUSINESS, OCCUPANCY GROUP B TO REMAIN.

##### 110 SHOP DRAWINGS AND AS-BUILT DRAWINGS:

- SHOP DRAWINGS SHALL BE SUBMITTED TO THE GENERAL CONTRACTOR FOR HIS REVIEW AND APPROVAL FIRST THEN ARCHITECT'S REVIEW AND BUILDING DEPARTMENT REVIEW. FABRICATION SHALL NOT BEGIN UNTIL APPROVED BY THE GENERAL CONTRACTOR AND ALL DESIGN PROFESSIONALS INCLUDE ORIGINATOR'S NAME, JOB NAME, AND SPACE FOR REVIEW STAMPS. PROVIDE MINIMUM THREE (3) PRINTS AND ONE (1) REPRODUCIBLE SHOP DRAWINGS SHALL BE PROVIDED FOR THE FOLLOWING ITEMS: DOORS AND HOLLOW METAL FRAMES, FINISH HARDWARE, A/C SYSTEM DUCTWORK, SPRINKLER SYSTEM, ELECTRICAL SWITCH GEAR, DEVICES, ELECTRICAL MATERIALS, AS WELL AS ALL LOW VOLTAGE ITEMS, EXTERIOR COMPONENTS, PENETRATION SYSTEMS, STRUCTURAL SYSTEMS, AND COMPONENTS PLUMBING HARDWARE AND FIXTURES, ALL INTERIOR AND EXTERIOR FINISHES, ROOFING AND COMPONENTS INCLUDING FIRE SPRINKLER PLANS WITH SIGNED AND SEALED ENGINEERING.
- AS-BUILT PRINTS SHALL BE CONTINUOUSLY DOCUMENTED BY SUB-CONTRACTORS AND DELIVERED TO THE OWNER AT COMPLETION OF THEIR CONTRACT WORK.

##### 300 CONCRETE:

- REINFORCED CONCRETE, REFER TO STRUCTURAL PLANS & SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- SIDEWALKS AND RAMPS SHALL BE 4" MINIMUM THICKNESS, REINFORCED CONCRETE WITH CRACK CONTROL JOINTS AT 25' MAXIMUM AND PROVIDE LIGHT BROOD FINISH, USE 6" X 6" - 10/10 W/1.0.
- EXPOSED CONCRETE SURFACES SHALL BE FREE OF HONEYCOMB, SPALLING, CRACKS AND UNSIGHTLY IMPERFECTIONS.
- DO NOT EMBED ALUMINUM IN CONCRETE.
- EXPOSED CONCRETE SHALL HAVE 3/4" CHAMFERS.
- GROUT OUT JOINTS SHALL NOT BE CEMENTITIOUS.

##### 400 CONCRETE MASONRY UNITS:

- USE 8" SMOOTH FACE BLOCK, AS MANUFACTURED BY TARMAC OR A/E APPROVED EQUAL. PROVIDE REQUIRED SPECIAL SHAPES FOR A COMPLETE INSTALLATION. SUBMIT SAMPLES FOR A/E APPROVAL.
- CMU SHALL COMPLY WITH ASTM C-90 GRADE N, AND ALL SPECIFICATIONS SHOWN ON THE STRUCTURAL DRAWINGS.
- TO CREATE A WATERTIGHT CONDITION, LAY CMUs UNIFORMLY MAINTAINING A FULL BED OF MORTAR AND WITH FULL HEAD JOINTS. ALLOW SUFFICIENT TIME FOR THE MORTAR TO TAKE INITIAL SET BEFORE CUTTING OFF EXCESS MORTAR. CAREFULLY RUB AND BRUSH MORTAR JOINTS AND ENTIRE MASONRY WALL TO REMOVE LOOSE OR DRY MORTAR, SPLATTERS, AND TO BLEND THE JOINTS.
- DOOR TRUSSES TYPE DUROULLAL EVERY OTHER COURSE AT ALL MASONRY WALLS.
- PROVIDE DOVE TAIL ANCHORS EVERY SECOND COURSE WHEN MASONRY IS PLACED AFTER STRUCTURAL FRAME.

##### 500 METALS:

- EXPOSED FERROUS METAL AT EXTERIOR SHELL SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION. INSIDE ELECTROPLATING MAY BE USED (TYPICAL UNO.)
- DOOR FRAMES - SEE SPEC 1300.
- FLASHING SHALL BE 24 GAUGE ELECTRO-GALVANIZED STEEL OR ALUMINUM.

##### 501 STRUCTURAL STEEL:

- USE MINIMUM SPECIFICATION ON STRUCTURAL DRAWINGS.
- SEE ENGINEERING DRAWINGS FOR ADDITIONAL SPECS.
- BOLTS SHALL BE 1/2" GALVANIZED A307, UNO.
- METAL DECKING SHALL BE WHEELING TYPE B/W 22 GAGE, GALVANIZED NON PERFORATED, WITHOUT ACOUSTIC INSULATION. COMPLY WITH FBC UNLESS SPECIFIED OTHERWISE BY STRUCTURAL ENGINEER.
- ANCHORS SHALL BE 1/2" GALVANIZED WEDGE TYPE ANCHORS BY PHILLIPS REDHEAD OR APPROVED EQUAL UNO.
- PROVIDE ONE (1) SHOP COAT OF PRIMER ON ALL FERROUS METAL AFTER FABRICATION, UNLESS GALVANIZED, OR EMBEDDED IN CONCRETE. COMPLY WITH FBC.
- THE ROOF STRUCTURE SHALL BE A PRE-ENGINEERED SYSTEM. PROVIDE SHOP DRAWINGS FOR A/E REVIEW.

##### 600 WOOD, CARPENTRY, MILLWORK, TRUSSES & PLASTIC:

- WOOD IN CONTACT WITH CONCRETE, MASONRY, SOIL, EXTERIOR OR HUMID CONDITIONS SHALL BE PRESSURE TREATED.
- WOOD ROOF TRUSSES SHALL BE PRE-ENGINEERED AND PRE-MANUFACTURED. PROVIDE SHOP DRAWINGS SIGNED AND SEALED WITH LAYOUT PLAN AND HURRICANE HARDWARE FOR TIE DOWN BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER TO THE GENERAL CONTRACTOR FOR REVIEW. SEE SPEC 110.
- PROVIDE SHOP DRAWINGS FOR ALL CABINET WORK.

##### 100 THERMAL AND MOISTURE PROTECTION:

- WALL INSULATION SHALL BE FIBERGLASS BATT INSULATION, R11 MIN.

##### 120 SEALANTS:

- SEALANTS SHALL BE PAINTABLE, COLOR MATCHED TO PAINT, SILICONIZED R.T.V. ACRYLIC, PROVIDE "CUT" SHEETS FOR ARCHITECT'S REVIEW, AS MANUFACTURED BY TREMCO, 3M POLYSEAMSEAL OR EQUAL.

##### 130 VAPOR BARRIERS:

- USE 10 MIL POLYETHYLENE UNDER INTERIOR SLABS ON FILL AND CENTER.

##### 800 DOORS/WINDOWS/STOREFRONTS:

- DOORS SHALL BE COMPLETE WITH HARDWARE. SEE DOOR/HW SCHEDULE
- SHALL BE LABELED AS REQUIRED BY CODE.
- EXTERIOR GLAZING SHALL BE TEMPERED AND IMPACT RESISTANT PER MIAMI DADE COUNTY APPROVAL. SEE ELEVATIONS FOR DESIGN PRESSURE WIND LOADS.
- STOREFRONT FRAMES AND FRAMES FOR EXTERIOR GLAZING SHALL BE ESP FINISH PER ELEVATION.
- STOREFRONT DOORS SHALL HAVE KEYS CYLINDERS WITH THUMBTURN, CLOSERS AND THRESHOLDS, AS REQUIRED BY CODE OR SCHEDULE
- FIRE RATINGS SHALL BE IN ACCORDANCE WITH APPLICABLE CODES.
- WINDOW DOORS AND THRESHOLDS SHALL BE WEATHERTIGHT, SEE SCHEDULE.
- COORDINATE MASTER AND SUB KEY SYSTEM WITH OWNER.

##### 900 FINISHES:

- FINISHES SHALL NOT EXCEED FLAME AND SMOKE CONTRIBUTION RATINGS AS SPECIFIED IN FLORIDA FIRE PROTECTION CODE, FBC AND LOCAL CODES.
- ALL FINISHES INCLUDING FLOOR, WALL, CEILING, PAINT, SEALER ETC. SHALL BE CROSS VERIFIED WITH OWNER AND APPROVED PRIOR TO PURCHASE. CONTRACTOR MUST OBTAIN APPROVAL BY OWNER/ARCHITECT BEFORE WORK BEGINS. PROVIDE ACTUAL BRUSHOUTS OF ALL PAINT, AND FINISH COLORS, SAMPLES, OF MATERIALS, ETC. FOR APPROVALS. CONCRETE SHALL PROVIDE ON SITE BRUSHOUT/TEXTURE SAMPLES OF ALL EXTERIOR COLORS (MINIMUM 4' X 4') FOR OWNER APPROVAL.

##### 902 PAINTING (GENERAL):

- FINISH PAINT SHALL BE READY MIXED AND THINNED ONLY IN ACCORDANCE WITH MANUFACTURER'S DIRECTIONS.
- ON GALVANIZED STEEL USE GALVANIZED IRON PRIMER FIRST COAT.
- UNLESS NOTED OTHERWISE
- ON METAL, USE METALASTIC 1 ENAMEL OVER COMPATIBLE PRIMER.
- ON STUCCO, USE 2 COATS EXTERIOR LATEX PAINT, REFER TO EXTERIOR ELEVATIONS FOR COLOR (ACRYLATIC OR EQUAL)
- PROVIDE WATERPROOFING COATING AT TOP AND BACKSIDE OF ALL STUCCO PARAPETS.
- SUBMIT CUT SHEETS FOR ARCHITECT'S REVIEW, COLOR SELECTION AND APPROVAL.
- TOUCH-UP FIELD WELDING WITH MATCHING SHOP COAT PRIMER.
- FINISHES SHALL BE CLASS B MINIMUM FIRE RATING, USE ALBERTS 90S WITH #6 SEALER MATTE FINISH THEREOVER, WHERE SPECIFIED FINISHES DO NOT COMPLY WITH SMOKE AND FLAME SPREAD LIMITS PRESCRIBED BY CODE
- SEE INTERIOR PAINT FINISH SCHEDULE FOR ADDITIONAL INFORMATION. THESE ARE SHERWIN-WILLIAMS TRADE NAMES. SEE ALSO SPEC 100A.
- ALL EXTERIOR ELECTRICAL DEVICES, CONDUITS, PIPING INCLUDING PVC AND METAL SUPPORTS SHALL BE PAINTED TO MATCH BUILDING COLOR ADJACENT.

##### 1000 SPECIALTIES:

- PROVIDE 4A30BC FIRE EXTINGUISHERS AT ALL EXITS AND WITHIN A TRAVEL DISTANCE OF 90 FT. MAX. THE FIRE EXTINGUISHERS WILL BE KING IN COMPLIANCE WITH NFPA AND FBC. PROVIDE 1 / 2500 SF EXTINGUISHERS TO 90 FT. AREA. VERIFY WITH FIRE DEPARTMENT FOR FINAL QUANTITIES AND LOCATIONS.
- ALL PENETRATIONS THROUGH A RATED PARTITION SHALL BE INSTALLED WITH AN APPROVED PENETRATION KIT IN ALL CASES INVOLVING PLUMBING, ELECTRICAL AND HVAC. USE TREMCO OR 3M OR APPROVED EQUAL.
- ALL DUCT PENETRATIONS THROUGH A RATED PARTITION REQUIRE A U-L RATED FIRE DAMPER AS SUITED FOR THAT HOURLY PENETRATION.

#### SCOPE OF WORK SUMMARY

REMODEL OF EXISTING MERCANTILE FRONT FACADE FINISHES AND INSTALLATION OF REPLACEMENT ENTRY STOREFRONT DOORS INCLUDING MINOR PATCH AND REPAIR OF EXISTING EXTERIOR FACADE AS REQUIRED TO ACCOMMODATE REMODEL.

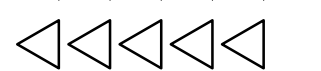
- REMOVAL AND DISPOSAL OF EXISTING ENTRY DOORS AND INTERIOR SUPPORT COLUMNS, PATCH AND REPAIR WALLS AND SLAB TO MATCH EXISTING CONDITIONS.
- REMOVAL AND REPLACEMENT OF EXISTING TILE WALL FINISH WITH PREFINISHED METAL PANELING.
- PATCHING AND REPAIR OF DAMAGED EXTERIOR WALL FINISHES AS REQUIRED TO MATCH EXISTING CONDITIONS, TYPICAL.
- TOUCH-UP PAINTING OVER ALL REPAIRED WALL SURFACES AS REQUIRED TO MATCH EXISTING FINISHES. BID PROPOSAL TO INCLUDE A SEPARATE ITEM OR ALLOWANCE TO COVER THE EXTERIOR PAINT WORK OF THE TENANT PORTION OF BUILDING AS OPTIONAL FOR THE OWNER'S EVALUATION AND/OR APPROVAL.
- NO INTERIOR WORK ANTICIPATED EXCEPT PATCH AND REPAIR OF ENTRY STOREFRONT AREA.
- CONSTRUCTION OF A NEW METAL STUDS AND STUCCO EXTERIOR FRAMING WALL AT ENTRANCE TO ACCOMMODATE INSTALLATION OF NEW DOORS. SEE PLANS FOR LOCATION AND DETAILS.

POMPANO DESIGN, LLC  
2666 E ATLANTIC BLVD  
POMPANO BEACH, FL

KENNETH R. CARLSON - ARCHITECT, P.A.

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Revised: \_\_\_\_\_

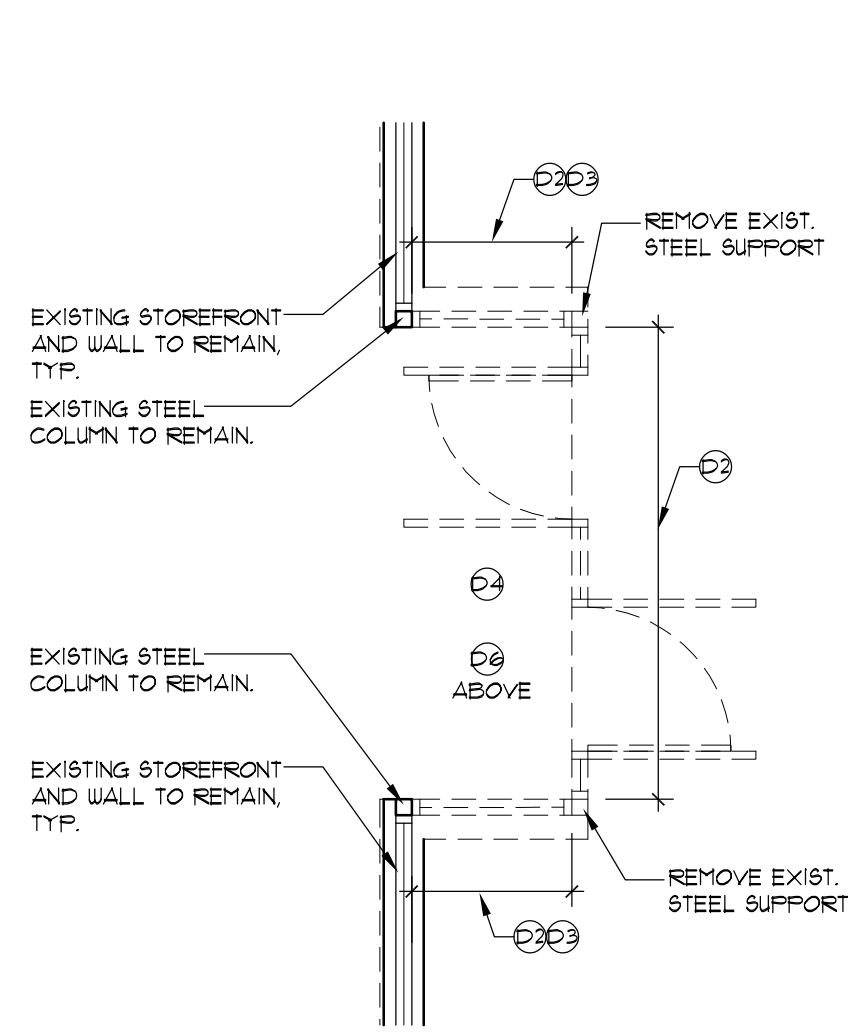


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PROJECT #: 24-016  
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KENNETH R. CARLSON

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- 5 DEMOLITION KEY NOTES**
- E203 EXIST. TILE WALL FINISH AND GROUT TO BE REMOVED DOWN TO SHEATHING. PATCH, REPAIR AND REPLACE ANY DAMAGED SHEATHING AND RETURN TO LIKE NEW CONDITION.
  - NOTE: GC TO CONFIRM EXISTING PLYWOOD SHEATHING THICKNESS. IF FOUND TO BE LESS THAN 5/8", REPLACE ALL SHEATHING WITH MIN. 5/8" CDX SHEATHING OR 5/8" DENSGLAS, TYP.
  - E202 DEMOLISH EXIST. PORTION OF ENTRY STOREFRONT TO BE REMOVED.
  - E201 EXIST. PORTION OF LOW WALL TO BE REMOVED EACH SIDE OF DOOR. PATCH AND REPAIR CONC. SLAB TO LIKE NEW CONDITION.
  - E200 REMOVE EXISTING EXTERIOR FLOOR TILE AND GROUT AT ENTRY AS WELL AS EXISTING RAILINGS. PATCH AND REPAIR CONC. SLAB TO LIKE NEW CONDITION.
  - E200 REMOVE PORTION EXISTING SOFFIT AND STUCCO FINISH DOWN TO STRUCTURE. PATCH AND REPAIR AS REQUIRED TO LIKE NEW CONDITION.

**GENERAL DEMOLITION NOTES:**

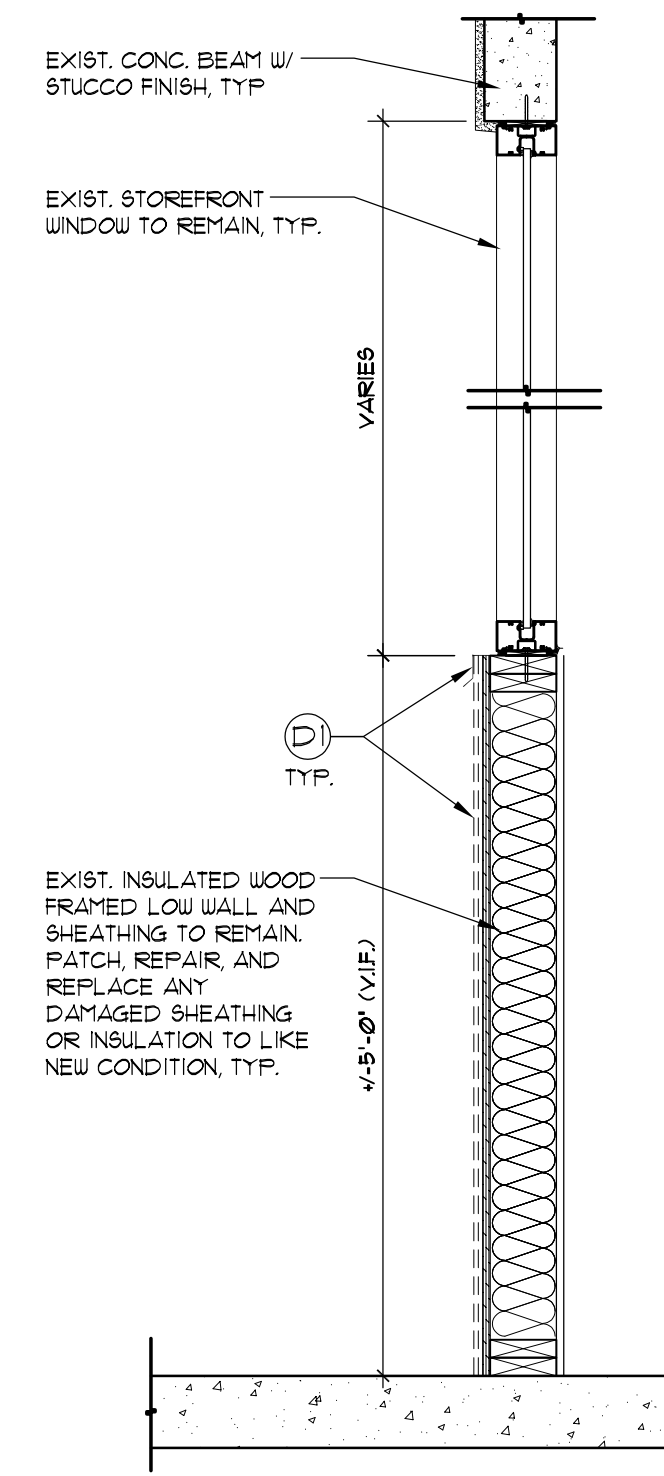
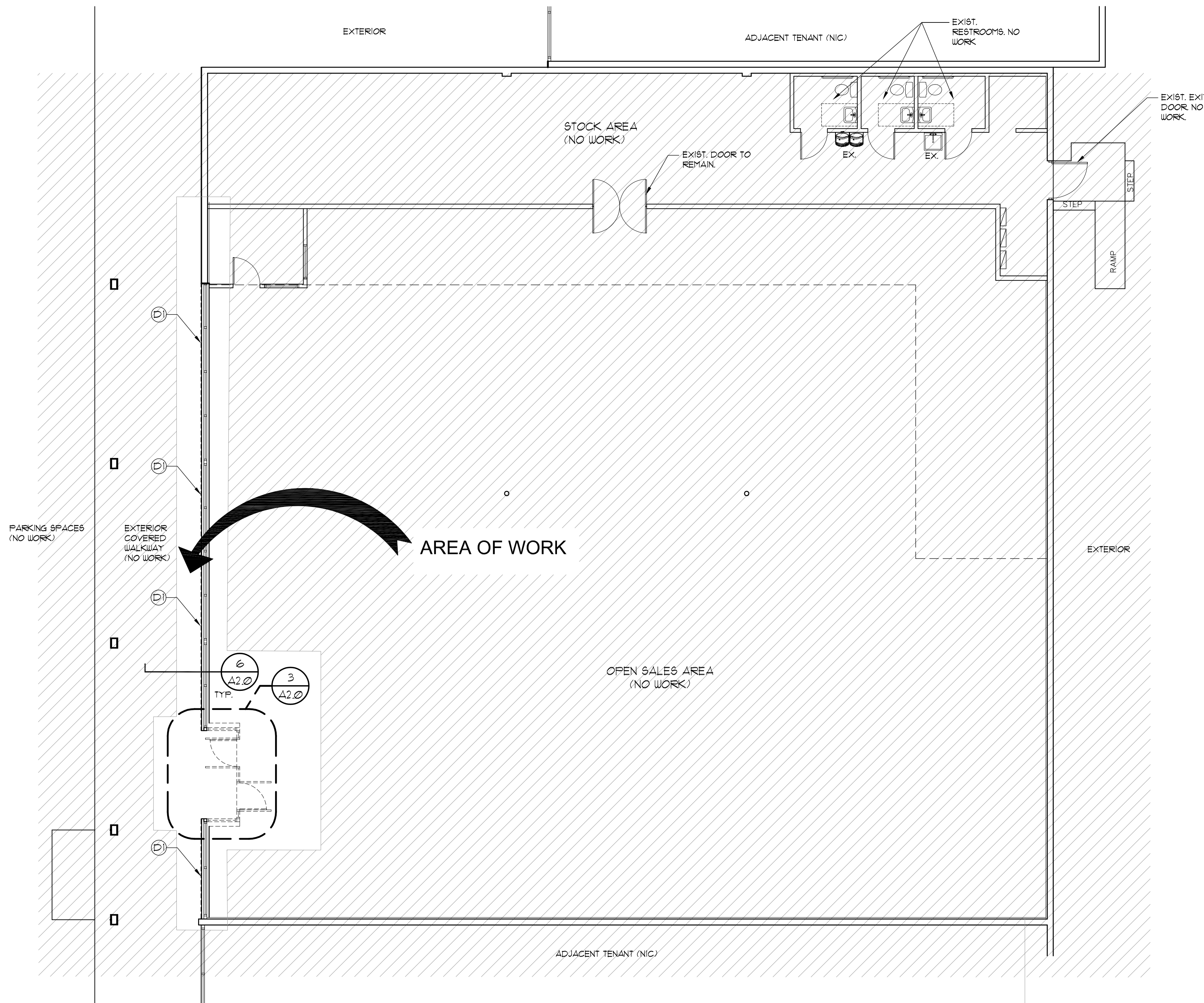
1. PROVIDE PEDESTRIAN PROTECTION AS REQUIRED AT ALL TIMES.
2. CONTRACTOR SHALL COORDINATE WITH BUILDING OWNER IN RELATION TO ANY PARTICULAR REGULATIONS OR SPECIFICATIONS REGARDING HOURS OF WORK, USE OF PARKING, USE OF FACILITIES, ETC.
3. CONTRACTORS ARE RESPONSIBLE FOR PROTECTION OF ALL ADJACENT EXISTING PROPERTY AND SURFACES FROM DAMAGE DURING THE DEMOLITION PROCESS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE JOB SITE IN A CLEAN CONDITION AT ALL TIMES. ALL DEMOLISHED MATERIALS SHALL BE DISPOSED OF OFF-SITE AND NOT ALLOWED TO ACCUMULATE. PROTECT PATH OF TRAVEL OF RUBBISH DISPOSAL THROUGH-OUT THE BUILDING.
5. TYPICALLY DURING RENOVATION PROJECTS, IF ACTUAL CONDITIONS ARE DETERMINED TO BE DIFFERENT THAN THOSE NOTED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE CONTINUING WORK SHOULD THIS OCCUR.
6. CONTRACTOR SHALL TAKE PRECAUTIONS DURING DEMOLITION TO AVOID REMOVING OR CUTTING EXISTING STRUCTURAL COLUMNS, BEAMS, LOAD BEARING WALLS, AND TRUSSES WHICH MAY BE CONCEALED AND WHICH ARE TO REMAIN.
7. CONDUITS, DUCTS, ETC. SHALL BE CAPPED WITHIN THE WALLS, ABOVE FINISH CEILING, OR BELOW FINISH FLOOR LINE. SEE MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
8. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO INSURE THAT NO EMERGENCY EXIT IS BLOCKED AT ANY TIME.
9. CERTAIN ITEMS MAY BE REMOVED AS INDICATED ON THE FLOOR PLAN. THESE NOTES DO NOT LIMIT THE EXTENT OF THE DEMOLITION WORK. THE CONTRACTOR SHALL REMOVE ANY EXISTING WORK REQUIRED TO ACCOMPLISH THE NEW WORK, UNO.
10. WHERE EXISTING WALLS OR CEILINGS ARE OPENED TO INSTALL NEW BACKING PLATES OR BLOCKING, THE OPENINGS SHALL BE FILLED AND PATCHED TO MATCH EXISTING, ADJACENT SURFACES.
11. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE REMOVING, STORING, CLEANING AND REINSTALLING OF ANY MECHANICAL OR ELECTRICAL EQUIPMENT OR FIXTURES TEMPORARILY REMOVED DURING DEMOLITION THAT ARE TO BE RE-USED.
12. EFFLUENT FROM CONCRETE/MASONRY CUTTING OR CORING SHALL BE REMOVED PROMPTLY AND PROPERLY.
13. PATCH AND REPAIR CONCRETE SLAB DURING AND AFTER CONSTRUCTION AS REQUIRED. PREPARE CONCRETE FLOOR TO RECEIVE NEW FINISHES, WHERE APPLICABLE.
14. PATCH AND REPAIR ALL WALL SURFACES DURING AND AFTER CONSTRUCTION AS REQUIRED. PREPARE WALLS FOR NEW FINISHES.
15. REMOVE ALL UNUSED CONDUITS AND PIPING, TYPICAL. ALL UNUSED CABLING TO BE REMOVED FROM CEILING AND OVER-HEAD SPACES PER NATIONAL ELECTRICAL CODE (NEC).
16. EXISTING TELEPHONE SERVICE INTO THE BLDG. UP TO AND INCLUDING THE TELEPHONE BOARD TO BE PROTECTED. NOTE: HAVE LOCAL TELECOM COMPANY LOCATE UNDERGROUND UTILITIES/SERVICE.
17. FOR EXISTING ELECTRICAL SERVICES TO BE REMOVED AND/OR DISCARDED. COORDINATE WITH LOCAL POWER COMPANY AS REQUIRED.
18. GEN. CONTRACTOR TO COORDINATE WITH OWNER PRIOR TO REMOVING AND DISCARDING LOW VOLTAGE LIGHTING, ANY ALARM, SOUND SYSTEMS, ETC. AND ASSOCIATED HARDWARE, WIRING, MOUNTING HARDWARE, BRACKETS, ETC. GEN. CONTRACTOR TO COORDINATE WITH OWNER FOR THE RETURN OF ANY EQUIPMENT PRIOR TO REMOVAL.
19. ALL PENETRATIONS, CUTS, ETC. THROUGH FIRE RATED PARTITIONS TO BE PROPERLY FIRE-SAFED TO A MINIMUM OF 1-HR. UNO.
20. ALL RECYCLABLE METALS REMOVED DURING DEMOLITION SHOULD BE RECYCLED. SAME APPLIES TO OTHER POTENTIAL RECYCLABLE MATERIALS.
21. ESTABLISHMENT OF A WASTE MANAGEMENT PLAN AT GENERAL CONTRACTOR'S DISCRETION.
22. GEN. CONTRACTOR TO COORDINATE WITH OWNER TO ESTABLISH A PARKING PLAN, AS WELL AS THE LOCATIONS OF CONSTRUCTION MATERIALS, DUMPSTERS, TRAILERS, AND CONSTRUCTION OFFICE. GEN. CONTRACTOR REQUIRED TO HAVE OWNER APPROVAL PRIOR OF SUCH STAGING AREAS PRIOR TO COMMENCEMENT OF WORK.

**3 ENLARGED PLAN**  
A2.0 1/4"=1'-0"

**4 EXIST. CONDITIONS**  
A2.0 N.T.S.

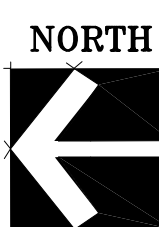
**5 DEMOLITION KEY NOTES**  
A2.0 N.T.S.

**2 GENERAL DEMOLITION NOTES**  
A2.0 N.T.S.



**6 DEMOLITION DETAIL**  
A2.0 3/4"=1'-0"

**1 DEMOLITION FLOOR PLAN**  
A2.0 1/8"=1'-0"



= NO WORK THIS AREA

**POMPANO DESIGN, LLC**  
2666 E ATLANTIC BLVD  
POMPANO BEACH, FL

**KENNETH R. CARLSON - ARCHITECT, P.A.**

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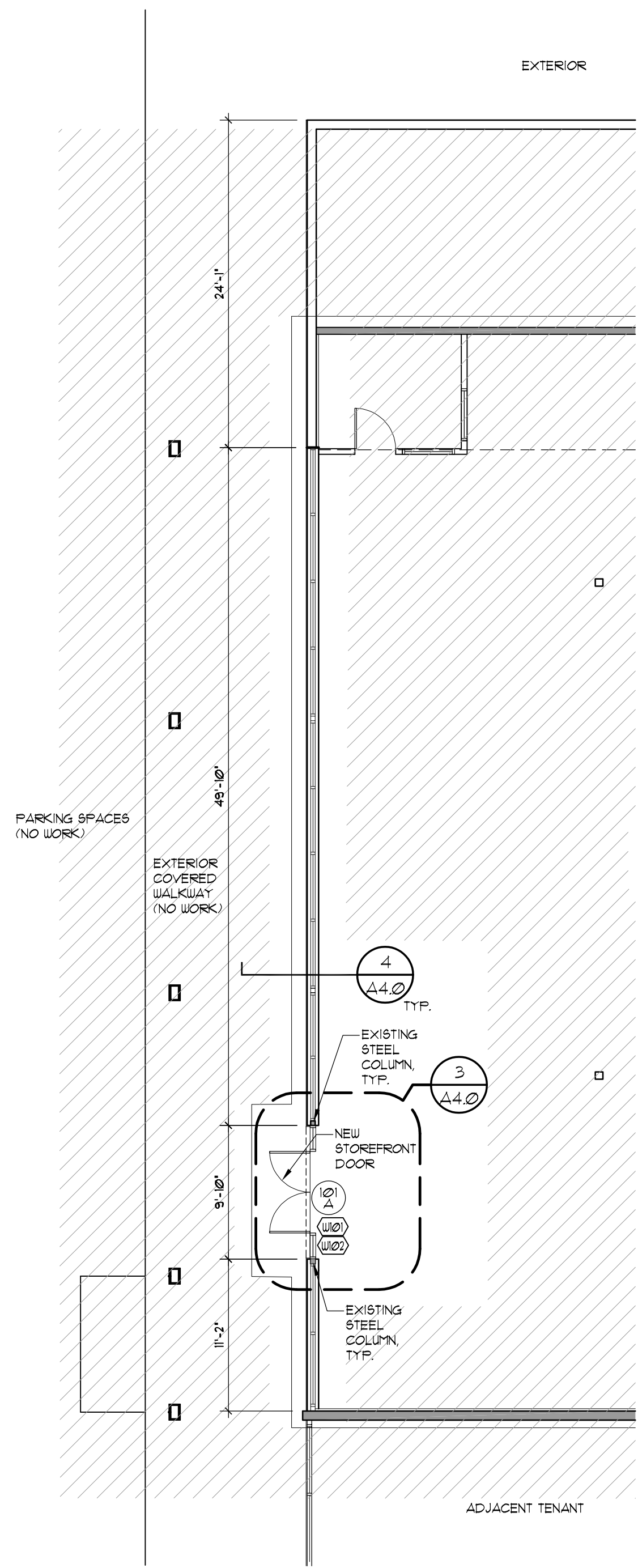
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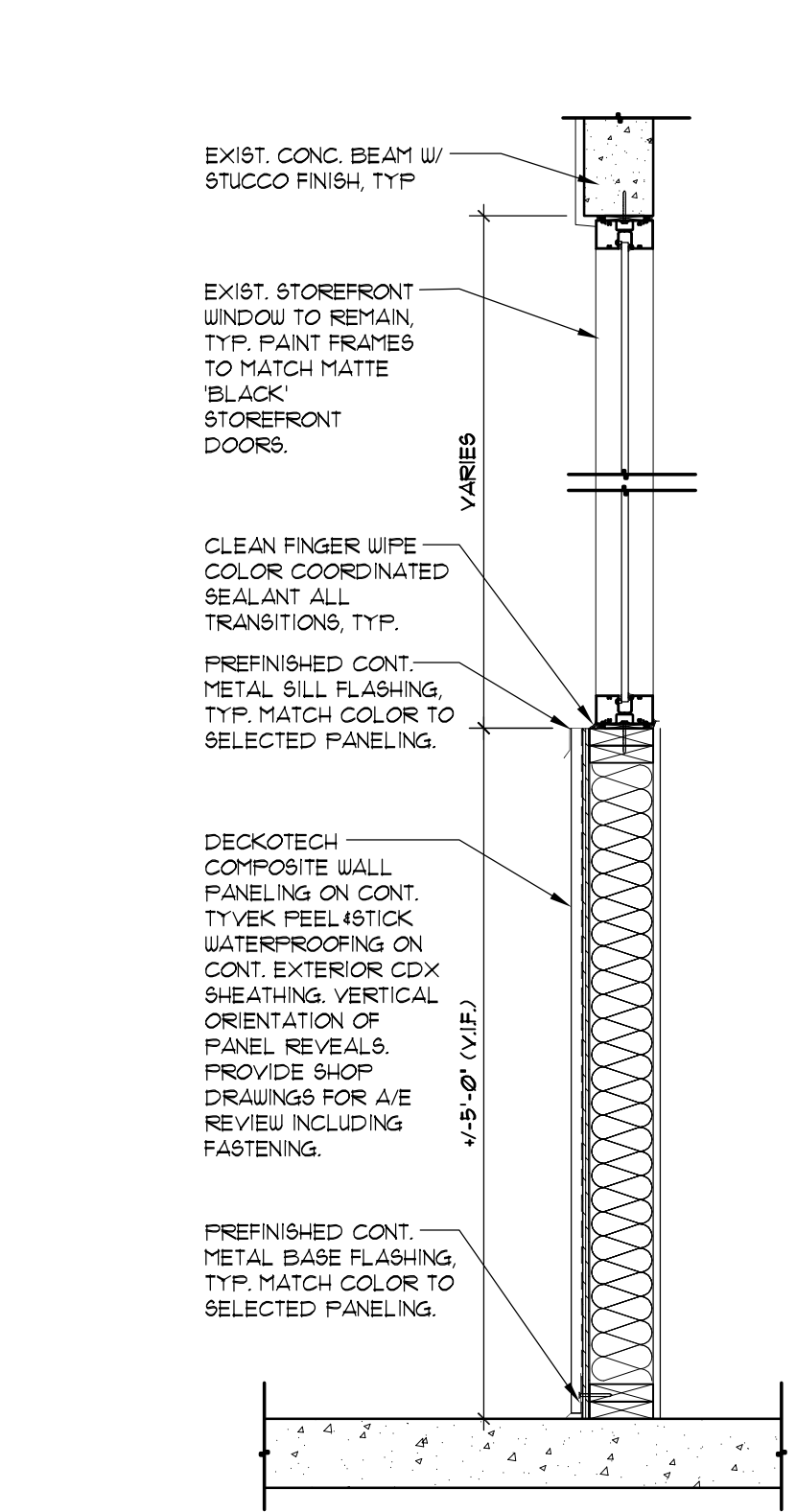
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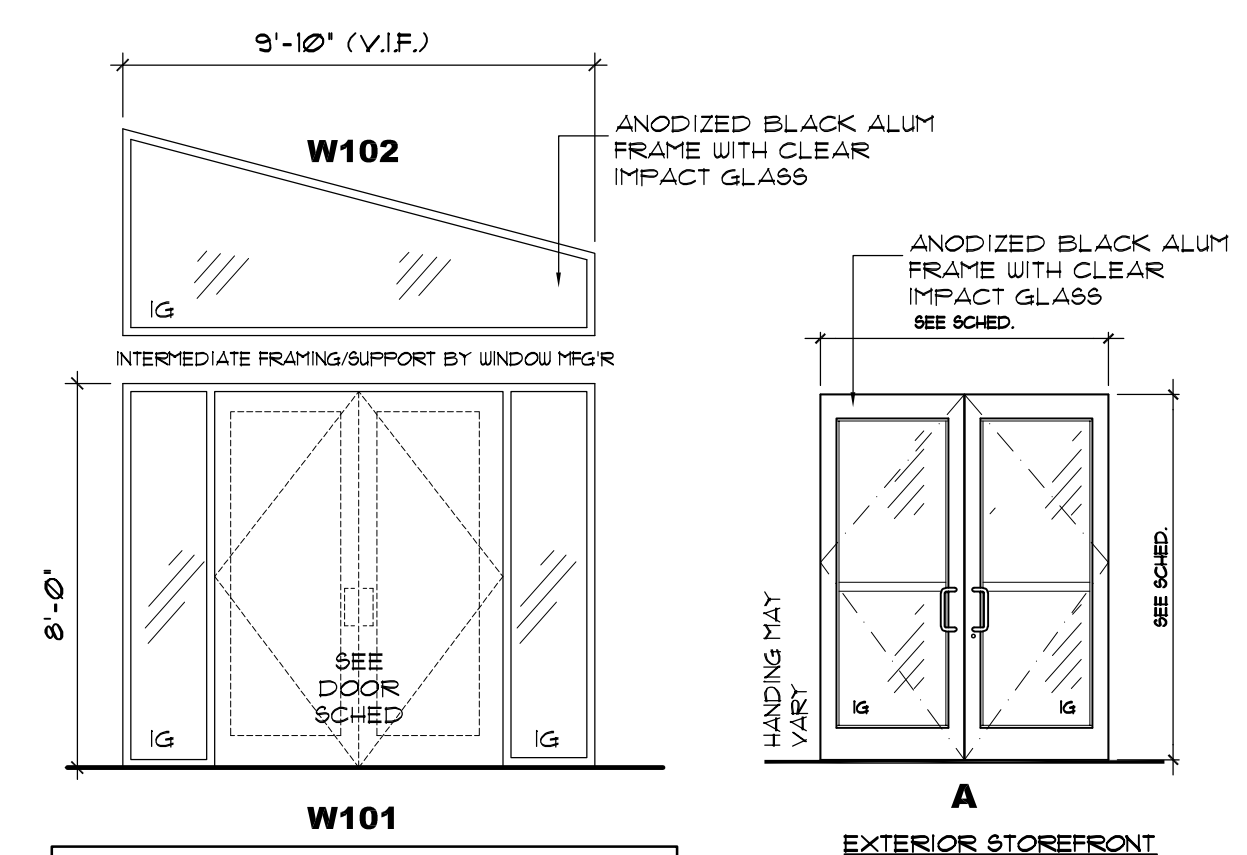




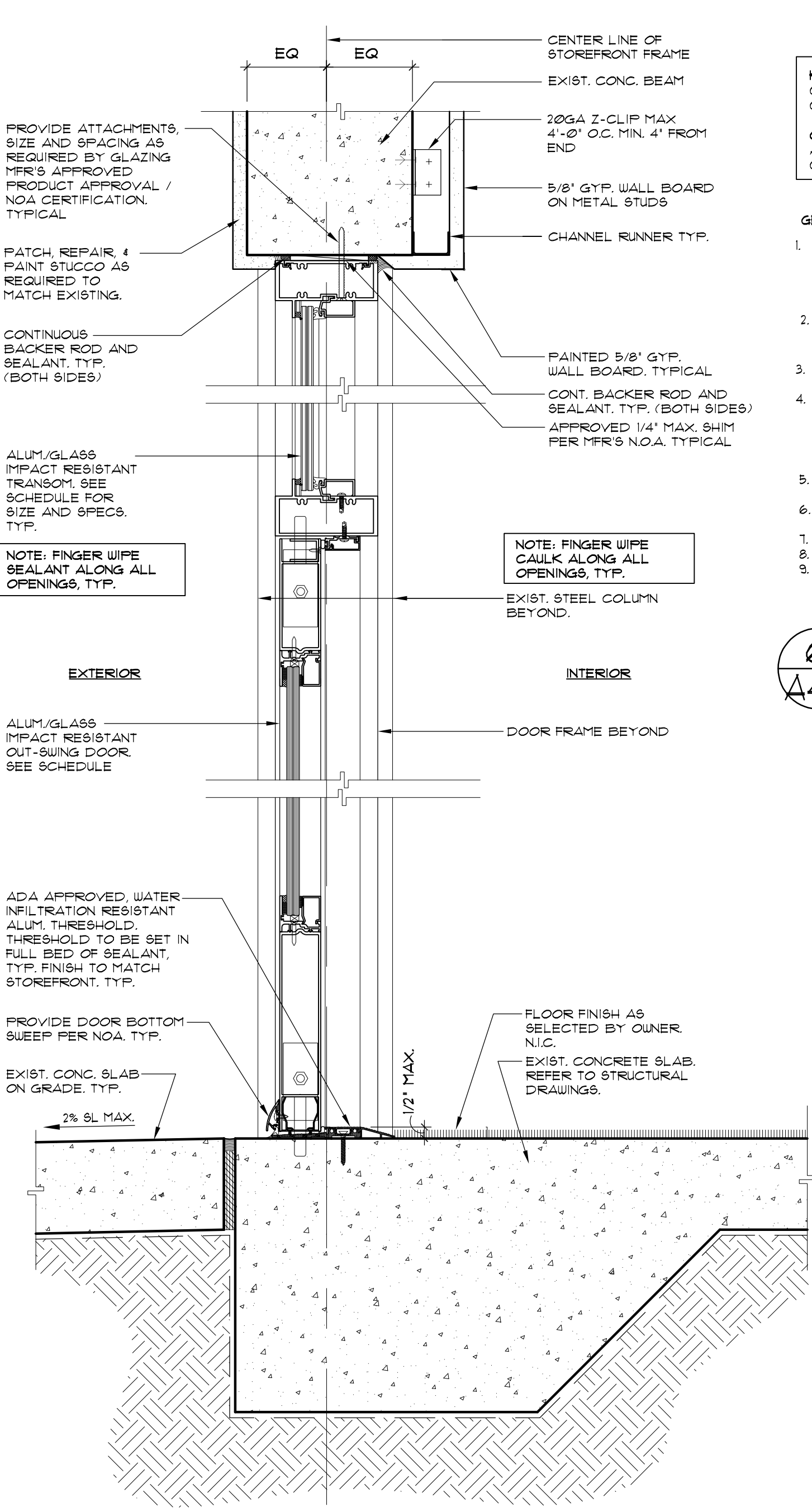
**1 EXISTING FLOOR PLAN**  
1/8"=1'-0"



**4 EXTERIOR WALL DETAIL**  
3/4"=1'-0"



**3 WINDOW & DOOR TYPE**  
N.T.S.



**5 STOREFRONT SECTION AT ENTRY DOOR. TYP.**  
SCALE: 3" = 1'-0"

**KEY SYSTEM:**  
CONDUCT KEY MEETING WITH OWNER TO VERIFY ALL KEYWAYS AND KEY SYSTEM STRUCTURE PRIOR TO START CONSTRUCTION.

**OWNER'S CONTROL SYSTEM:**  
ACCESS CONTROL TO BE VERIFIED BY OWNER TO MATCH SELECTED OPERATOR'S SYSTEM STANDARD. INCLUDES CCTV, INTERCOM AND ACCESS CODE.

**ABBREVIATIONS**  
AL - ALUMINUM  
HM - HOLLOW METAL  
WD - WOOD  
GL - GLASS  
SC - SOLID CORE  
P/C - POWDER COAT  
STL - STEEL  
MTL - METAL  
MFG R - MANUFACTURER  
IG - IMPACT GLASS

- GENERAL NOTES:**
- GLAZED ENTRY DOOR IS BASED ON ES WINDOWS, LLC - SERIES 'E9-8000' ALUMINUM IMPACT RATED OUT-SWING DOORS. NO ALTERNATES WILL BE ACCEPTED WITHOUT PRIOR ARCHITECT APPROVAL WITH FULL ENGINEERING BACKUP. CONTRACTOR SHALL PROVIDE FULL ENGINEERED SHOP DRAWINGS WITH ATTACHMENT DETAILS SIGNED & SEAL BY A REGISTERED FLORIDA ENGINEER FOR REVIEW AND APPROVAL PRIOR TO START OF WORK. ALL OPENINGS MUST BE FIELD VERIFIED AND MEASURED BY SELECTED GLAZING CONTRACTOR AND ACCEPTED BY CONTRACTOR PRIOR TO START OF SHOP FABRICATION OF GLAZING SYSTEM. THE ENTIRE SYSTEM IS TO BE SET SEALED WITH COLOR CO-ORDINATED SEALANT, FINGER WIPED AND CLEANED TO A WORKMAN AND INDUSTRY CLASS 1 STANDARD.
  - THRESHOLDS AT ALL DOORS THAT ARE PART OF THE REQUIRE MEANS OF EGRESS, OR ACCESSIBLE ROUTE, SHALL NOT EXCEED 1/2" ABOVE THE FINISH FLOOR OR LANDING. RAISED THRESHOLDS AND FLOOR LEVEL CHANGES GREATER THAN 1/4" AT DOORWAYS SHALL BE BEVELED WITH A SLOPE NOT GREATER THAN 1:2 (50% SLOPE) TO COMPLY WITH SEC. 1010.1.1 OF THE 2020 F.B.C.-BUILDING.
  - ALL ACCESS DOORS ON FIRST FLOOR SHALL BE ACCESSIBLE WITH FIREMAN ACCESS KEY IN KNOX BOX ON FIRST FLOOR. GENERAL CONTRACTOR TO PROVIDE MINIMUM 2 LARGE BOWKEYS IN KNOX BOX. SEE PLAN FOR LOCATIONS.
  - PER SEC. 1010.13 OF THE 2020 F.B.C.-BUILDING, THE FORCE FOR PUSHING OR PULLING OPEN INTERIOR SWINGING EGRESS DOORS, OTHER THAN FIRE DOORS, SHALL NOT EXCEED 5 POUNDS (22 N). THESE FORCES DO NOT APPLY TO THE FORCE REQUIRED TO RETRACT LATCH BOLTS OR DISENGAGE OTHER DEVICES THAT HOLD THE DOOR IN A CLOSED POSITION. FOR OTHER SWINGING DOORS, AS WELL AS SLIDING AND FOLDING DOORS, THE DOOR LATCH SHALL RELEASE WHEN SUBJECTED TO A 15-POUND (67 N) FORCE. THE DOOR SHALL BE SET IN MOTION WHEN SUBJECTED TO A 30-POUND (133 N) FORCE. THE DOOR SHALL SWING TO A FULL-OPEN POSITION WHEN SUBJECTED TO A 15-POUND (67 N) FORCE.
  - PER SEC. 1010.18 OF THE F.B.C.-BUILDING, AND EXCEPT AS SPECIFICALLY PERMITTED BY THIS SECTION, EGRESS DOORS SHALL BE READILY OPENABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT.
  - THE UNLATCHING OF ANY DOOR OR LEAF IN THE PATH OF EGRESS SHALL NOT REQUIRE MORE THAN ONE RELEASING OPERATION TO COMPLY WITH SEC. 1010.18.6 OF THE 2020 F.B.C.-BUILDING TYPICAL.
  - ALL EXTERIOR THRESHOLDS (L.O.N.) TO BE ADA APPROVED, WATER INFILTRATION RESISTANT, TYPICAL.
  - CONTRACTOR SHALL SET SEAL ALL STOREFRONT AND DOOR ASSEMBLIES AS REQUIRED FOR A WORKMAN AND INDUSTRY'S CLASS 1 STANDARD TYPICAL.
  - ALL STOREFRONT GLAZING & INTERIOR GLAZING SHALL BE BY SEPARATE PERMIT AND HAVE PRODUCT APPROVAL (NOA) REVIEWED AND APPROVED BY A E AND BY THE BUILDING DEPARTMENT, TYPICAL.

**6 DOOR SCHEDULE AND GENERAL NOTES**  
SCALE: N.T.S.

**DECKOTECH**  
Surfaces made beautiful



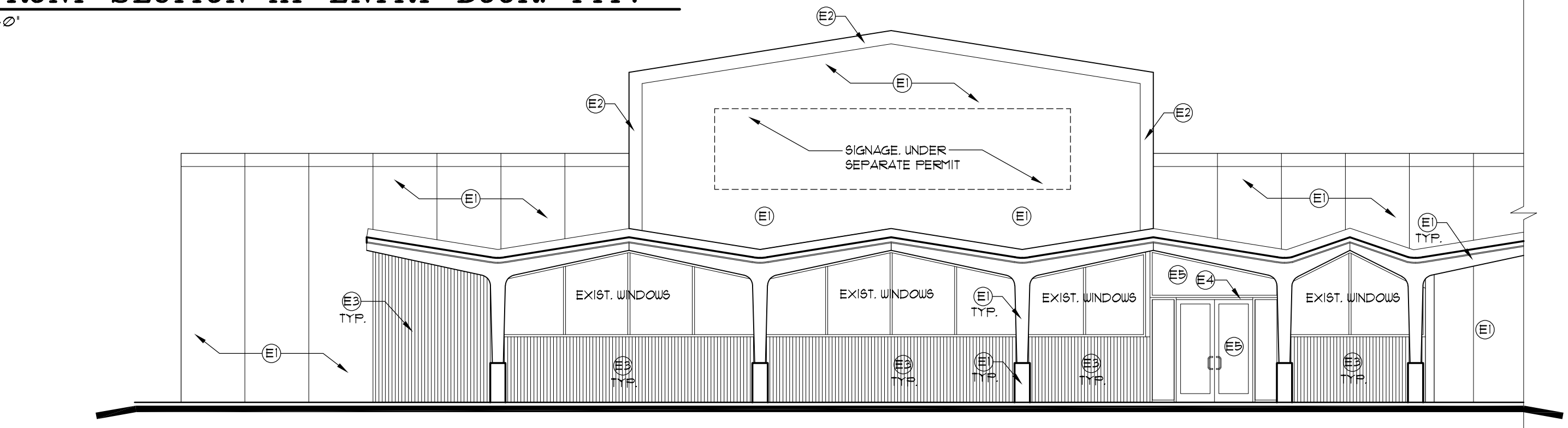
**7 TYP. WALL CLADDING**  
N.T.S.

STOREFRONT SCHEDULE - GROUND FLOOR									
WINDOW NO.	W.	HT.	FRAME CONST. SIZE	FINISH	GLAZING TYPE	TINT	REMARKS	IMPACT RATED ASSEMBLY	HURRICANE SHUTTER
100A	102"	120"	ALUM. 5' x 2-1/2"	ANODIZED (BLACK)	IMPACT LAMINATED GLS	CLEAR	SEE EXTERIOR ELEVATION.	YES	NO
100B	106"	120"	ALUM. 5' x 2-1/2"	ANODIZED (BLACK)	IMPACT LAMINATED GLS	CLEAR	SEE EXTERIOR ELEVATION, SEE GLASS SIZE	YES	NO

DOOR SCHEDULE (EXTERIOR / INTERIOR DOORS)																
GROUND FLOOR LEVEL																
NO.	W.	HT.	TYPE	T.	CONST.	MATL.	FINISH	LOCATION	DOOR FRAME MATL.	FINISH	THRESH.	HDWR. GROUP	REMARKS	WIND LOADS POS.	NEG.	IMPACT RATED GLASS/FRAME YES/NO
100A	123/6"	96"	A	13/4"	AL	GL	AA1A 2604 BLACK	RETAIL AREA / EXTERIOR	AL	AA1A 2604 BLACK	AL	1	STOREFRONT MAIN ENTRY DOOR	-80.0	-80.0	YES

HARDWARE SCHEDULE			
GROUP	HARDWARE	SPECIFICATION	FINISH
1	HINGES PUSH/PULL HARDWARE DEADBOLT CLOSER THRESHOLD WEATHERSTRIPPING WEATHERSTRIPPING	PIVOT HINGES BY MANUF. BY MANUF. THUMB TURN INSIDE KEY OUTSIDE - SCISSOR CYLINDER ADA APPROVED BY MANUF. - ADA APPROVED BY MANUF. FILE WEATHERSTRIP PERIMETER SEAL.	BLACK BLACK BLACK STANDARD WITH UNIVERSAL BLACK MILL BLACK BLACK

**2 STOREFRONT, DOOR, & HARDWARE SCHEDULES**  
1/8"=1'-0"



**8 STOREFRONT, DOOR, & HARDWARE SCHEDULES**  
1/8"=1'-0"

MARK	DESCRIPTION	PAINT SCHEDULE						COMMON COLOR NAMES	DESCRIPTION
		MFR.	CATALOG NO.	COLOR	TYPE	FINISH	COATS		
(E)	PAINTED MEDIUM TEXTURED STUCCO	SW	1069	IRON ORE	EXT. LATEX	M. TEX.	2	DARK GRAY	PAINTED MEDIUM TEXTURED STUCCO COATING ON (1) COAT LOXON CONCRETE & MASONRY PRIMER/SEALER.
(E)	PAINTED MEDIUM TEXTURED STUCCO	SW	1072	ONLINE	EXT. LATEX	M. TEX.	2	LIGHT GRAY	
(E)	PRE-FINISHED SIMULATED WOOD PANELS	-	-	WALNUT OR AS SELECTED BY OWNER	PRE-FINISHED	-	-	WALNUT	(2) COATS SW PRO INDUSTRIAL ACRYLIC, SEMI-GLOSS ON (1) COAT PRO INDUSTRIAL PRO-CRYL UNIVERSAL ACRYLIC PRIMER.
(E)	STOREFRONT DOORS & WINDOW FRAMES	MILLER	MILLER	BLACK	ANODIZED	-	-	BLACK	
(E)	SOLAR TINT GLAZING	MILLER	MILLER	CLEAR	-	-	-	CLEAR	IMPACT GLASS

**POMPANO DESIGN, LLC**  
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Project #: 24-046  
CAD Dwg File: A4.0

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**APPLICATION**

**FACADE & BUSINESS SITE IMPROVEMENT PROGRAM**



- Property to be improved must be free of all municipal and county liens, judgments or government encumbrances of any kind. This provision can be waived by the CRA Board of Commissioners if development plans for said property meet the goals and objectives as set forth in the CRA Five Year Strategic Finance Plan. Upon grant approval, said property must remain free of all municipal and county liens, judgments or government encumbrances of any kind under the term of this agreement.

I have read completely and understand the program, including the application guidelines and grant reimbursement process.



Applicant Signature

**Richard Chang**

Print Name



Property Owner Signature (if different)

**Ramon Uroses**

Print Name

**FAÇADE & BUSINESS SITE IMPROVEMENT PROGRAM APPLICATION**

Date of Application 11/12/2024

1. Address of project requesting incentive:  
2666 East Atlantic Blvd. Pompano Beach, FL 33062

2. Name of Applicant:  
Richard Chang / Pompano Design, LLC

Address of Applicant:  
224 SE 10th Ave. Pompano Beach, FL 22060  
Phone: 571 - 439-0694 Fax:  
Email: pompanofurnitureanddesign@gmail.com

3. Does the applicant own property?  Yes  No

If "No" box is checked, describe applicant's relationship to, or interest in the property receiving the improvement (indicate length of lease).

Property is being leased by the business - 5 Year lease term

---

Indicate the legal owner of the property (i.e. name on property title)

AMKIN ATLANTIC SQUARE LC

---

4. Project Description:  
Remodel of front façade of the building and entrance.  
- Replace and remodel front entrance door  
- Panel front of the building  
- Perform stucco work to smooth out outer walls  
- Paint building, entrance overhang, and walkway  
- Install Perminate sign and entrance signage

5. Total Project Cost 25,255 Total Funding Request \$20,000


**Authorized Representative**



\_\_\_\_\_  
**Applicant Signature**

**Richard Chang**

\_\_\_\_\_  
**Print Name**



\_\_\_\_\_  
**Property Owner Signature**  
**(If different) Signature authorizes**  
**participation in the program by**  
**applicant.**

**Remon Llorens**

\_\_\_\_\_  
**Print Name**

**Please Note**

Property to be improved must be free of all municipal and county liens, judgments or government encumbrances of any kind. This provision can be waived by the CRA Board of Commissioners if development plans for said property meet the goals and objectives as set forth in the City of Pompano Beach CRA East District Five Year Strategic Finance Plan. Upon grant approval, said property must remain free of all municipal and county liens, judgments or government encumbrances of any kind under the term of the agreement.



## **BUDGET AND CONSTRUCTION ESTIMATE**

**Exterior Remodel**

Total

**\$ 25,255.00**

What	Where	Who	Cost
------	-------	-----	------

<b>1</b> Architect		Kenneth R Carlson Architect, PA	\$ 2,150.00
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Front Sign

<b>2</b> Install Store Signs			\$ 8,700.00
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<b>3</b> Change out front door and entrance windows * Install doors/windows flush to the front outside wall	Front Entrance	Florida Storm Protection Unlimited	\$ 13,559.00
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<b>4</b> * Paint Materials		Sherwin Williams	\$ 846.00
----------------------------	--	------------------	-----------



Brazilian Lumber LLC  
 777 NW 71st St.  
 Miami FL 33150  
 (877) 203-2004



**QUOTE**

2411-564904

PAGE 1 OF 1

SOLD TO
Richard Chang Pompano Design LLC 2666 East Atlantic Blvd Pompano beach FL 33062

JOB ADDRESS
Richard Chang Pompano Design LLC 2666 East Atlantic Blvd Pompano beach FL 33062 571-439-0694

ACCOUNT	JOB
1009850	0
CREATED ON	11/04/2024
EXPIRES ON	11/11/2024
BRANCH	1000
CUSTOMER PO#	
STATION	B05
CASHIER	AG
SALESPERSON	AGPH
ORDER ENTRY	AG
MODIFIED BY	

Thank you for your business!  
 Visit us:  
[www.brazilianlumber.com](http://www.brazilianlumber.com)

Item	Description	D	Quantity	U/M	Price	Per	Amount
COMMENT	Project Area: 440 SQFT.						
1816DEOAK	1X8X16 - DECKOTECH - (OAK) - HARMONY COLLECTION - OAK - 222mm x 25mm - 16' - Composite - Cladding - 3" LESS THAN DESCRIBED LENGTH		42	PC	3.4900	LF	2,345.28
SHIPPING	Shipping - Local / National (Curbside delivery. Deliveries outside of Miami-Dade, Broward or Palm Beach counties require HAND unloading by client. Estimated delivery time not guaranteed by the carrier. Special delivery options available upon request)		1	SVC	180.0000	SVC	180.00
This is an estimate; prices vary based on market conditons. This is NOT a legally binding contract between parties. Customer is responsible for quantity, specifications, code requirements, pricing errors, and lead times. PLEASE EXAMINE CAREFULLY.					TAX 7.00%	Subtotal	2,525.28
						Sales Tax	164.17
						<b>Total</b>	<b>2,689.45</b>

Buyer:

Signature

**The Sign Space**  
 8174 W 26th Ave  
 Hialeah, FL 33016  
 +17863602925  
 info@thesignspace.com



**ADDRESS**

Richard Chang  
 Pompano Furniture +Desdign  
 2666 E Atlantic Blvd  
 Pompano Beach, FL 33062 US

**Estimate 9567**

**DATE 10/09/2024**

ITEM	QTY	RATE	AMOUNT
<b>Description:Project</b> Name: Pompano Furniture Address: 2666 E Atlantic Blvd Municipality: Pompano Beach, FL 33062	1	0.00	0.00
<b>Illuminated Sign:Channel Letters</b> -5" Aluminum Deep Returns -Aluminum Plate -1/8" White Acrylic Face -3/4" Trim -LED Internally Illuminated	1	6,300.00	6,300.00T
<b>Service:Installation</b> As per code	1	850.00	850.00
			Subtotal: 7,150.00
<b>City Processing:City Fee</b> As per receipt	1	0.00	0.00
<b>City Processing:City Plans Processing Fee</b> -Presenting required plans drawings and documentation to obtain sign approval	1	650.00	650.00
<b>City Processing:Engineering</b> -Certified Engineering drawings to show sign wind loads an calculations required to get sign approval	1	180.00	180.00
<b>City Processing:Inspection</b> On site sign inspection to close permit.	1	280.00	280.00
			Subtotal: 1,110.00
<b>Limited Warranty:1 Year</b> Parts and labor	1	0.00	0.00

The Sign Space Corp is not responsible for any damage caused to the sign by external conditions such as weather. 50% deposit payment must be placed to consider this document a contract and other 50% is due at installation date.

ITEM	QTY	RATE	AMOUNT
<b>Delivery:Time Frame</b> 2-3Weeks after city approval and after deposit 50%	1	0.00	0.00
SUBTOTAL			8,260.00
TAX (0.07)			441.00
<b>TOTAL</b>			<b>\$8,701.00</b>

Accepted By

Accepted Date

The Sign Space Corp is not responsible for any damage caused to the sign by external conditions such as weather. 50% deposit payment must be placed to consider this document a contract and other 50% is due at installation date.

PROPOSAL NUMBER

715503

PROPOSAL NAME

RICHARD CHANG (STOREFRONT)

EXTERNAL PURCHASE ORDER ID

715503-RICHARD CHANG (STOREFRONT)

QUOTE ITEMS

LINE NUM	LINE NAME	ASSEMBLY SYSTEM	ASSEMBLY	UNIT PRICE	TOTAL QUANTITY	TOTAL PRICE
1	002	ES-8000 - STOREFRONT	1 LITE	\$7,145.07	1	\$7,145.07
<b>SIZE</b> 120" X 96" <b>WEIGHT</b> 632.73 LBS (287.61 KG ) <b>AREA</b> 80.00 FT <sup>2</sup> <b>FINISH</b> AAMA 2604 BLACK <b>GLASS</b> 1/4" CLEAR HS + 0.09 PVB CLEAR + 1/4" CLEAR HS <b>PANELS</b> 3 <b>DOOR PANEL</b> 2 <b>DOOR GLASS</b> 1/4" CLEAR HS + 0.09 PVB CLEAR + 1/4" CLEAR HS <b>CLOSER</b> NO <b>MUNTIN</b> NO <b>MUNTINS</b> NO <b>OPENING</b> RIGHT OPENING (XX-AR) <b>REVERSE</b> YES <b>ASTRAGAL</b> NO <b>LOCATION</b> LEFT <b>JAMB TYPE</b> REGULAR (NO ANCHORED) <b>SILL TYPE</b> SADDLE THRESHOLD (ES9015)(ALTERNATIVE ADA) <b>FRAME TYPE</b> CLOSED HEAD/SILL <b>SHIM SPACE</b> 3/8" SHIM SPACE <b>ANCHOR TYPE</b> TYPE A 1/4 DIA ULTRACON <b>BOTTOM RAIL</b> STANDARD BOTTOM RAIL <b>EQUAL PANELS</b> YES <b>CUSTOM PANELS</b> NO <b>REINFORCEMENT</b> J1/M1 <b>LOCK MECHANISM</b> PUSH/PULL (NOT ELECTRIC) <b>COLOR</b> CLEAR ANOD <b>THRESHOLD</b> EXTERIOR <b>PROTECTIVE FILM</b> EXTERIOR <b>DIAMETER</b> 1/4 <b>CLUSTER</b> 4 <b>QUANTITY</b> 4 <b>CLUSTER</b> NO <b>DECORATIVE MUNTIN</b> NO <b>NUMBER OF ANCHORS</b> 3 ANCHORS AT EACH SIDE OF JAMB AND MULLION <b>PRE-GLAZED?</b> YES				<b>FBC CERTIFICATION</b> INTERNAL PSF 80.00 EXTERNAL PSF 80.00 <b>CODE</b> FL 17897.1 <b>NOA CERTIFICATION</b> INTERNAL PSF 80.00 EXTERNAL PSF 80.00 <b>CODE</b> 22-1227.03 <b>NFRC CERTIFICATION</b> U FACTOR 1.07 SHGC 0.62 VT 0.72		

2 002 ES-EL150 SHAPE - TRAPEZOID \$2,550.85 1 \$2,550.85  
 FIXED WINDOW L



**SIZE** 120" X 50"  
**HEIGHT 2** 23"  
**WEIGHT** 227.46 LBS (103.39 KG )  
**AREA** 41.67 FT<sup>2</sup>  
**FINISH** AAMA 2604 BLACK  
**GLASS** 3/16" CLEAR HS + 0.09 SGP  
 CLEAR + 3/16" CLEAR HS  
**MUNTIN** NO  
**FRAME TYPE** FLANGE  
**PROTECTIVE FILM** NO  
**PRE-GLAZED?** YES

**FBC CERTIFICATION**  
 INTERNAL PSF 80.00 EXTERNAL PSF 80.00  
**CODE** FL 21461.1

CUSTOMIZATION NOTES

- CAN YOU MAKE THIS IN STOREFRONT 8000 SERIES??

3 003 MULLION 2 X 6 X 1/4 \$265.81 1 \$265.81



**SIZE** 2" X 120"  
**WEIGHT** 45.57 LBS (20.71 KG )  
**AREA** 1.67 FT<sup>2</sup>  
**FINISH** AAMA 2604 BLACK  
**GLASS**  
**MULLION TYPE** 2 X 6 X 1/4  
**PRE-GLAZED?** NO

**NO NOA**  
**NO FBC**

NOTES

QUOTE INCLUDES MATERIALS, LABOR, TAXES, FSP ENGINEERING, FILING AND CITY PERMIT FEES.

PRODUCT TOTALS

PRODUCT TOTAL \$9,961.73

TAX RATE 7.00%

TAX AMOUNT \$697.32

TERMS AND SERVICES

INSTALLATION PRICE \$2,050.00

PERMIT PRICE \$850.00

MISCELLANEOUS

\$0.00

TOTALS

---

TOTAL

\$13,559.05

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# Invoice

Kenneth R Carlson - Architect, P.A.  
 1166 W. Newport Center Dr  
 Suite 311  
 Deerfield Beach, FL 33442

Date	Invoice #
11/4/2024	16562

<b>Bill To</b>
Pompano Design LLC Richard Chang 1470 N Federal Highway, Suite B Pompano Beach, FL 33062

Proj Mgr	Terms	Project
		24-046.A - Exterior Pompano Furniture

Description	Contract	Prior Amt	Prior %	Curr %	Total %	Amount
Email invoices to: pompanofurnitureanddesign@gmail.com  DESCRIPTION OF WORK:  Architect will work with client to design and develop exterior remodel of existing front façade of commercial space located at 2666 E Atlantic Blvd. The scope shall include resurfacing of exterior wall and rework/expansion of existing showroom entry and storefront. Architect will develop plans and renderings sufficient for permitting of revisions to façade and entry. Further, architect will aid client by attending meetings with the city to receive approval from the required review boards. No Structural, MEP, or Civil Engineering services are anticipated. If required, such services to be billed hourly as needed for city approval under a separate contract.  Base Fee	2,150.00			100.00%	100.00%	2,150.00

				<b>Total</b>	\$2,150.00
				<b>Payments/Credits</b>	\$0.00
				<b>Balance Due</b>	\$2,150.00
				<b>Job Total Balance</b>	\$2,150.00

Phone #	Fax #	E-mail	Web Site
954-427-8848	954-427-9929	maryb@kencarlson.com	www.kencarlson.com





SHERWIN-WILLIAMS.

11/12/24 2:45 PM

CUSTOMER ORDER

Page: 1 of 1

CUST#: 4682-4935-4  
JOB: 1 POMPANO DESIGN LLC  
BILL TO: POMPANO DESIGN LLC  
2666 E ATLANTIC BLVD  
POMPANO BEACH FL 33062 4940

STORE: 702025 SHERWIN-WILLIAMS  
2305 N FEDERAL HWY  
POMPANO BEACH FL 33062 1010  
PHONE: (954) 941-2325  
FAX: (954) 941-0814

TYPE: STORE  
CUST PO#:  
CONTROL#: 0249222  
ORDER#: OE0249222A702025  
ENTRY DATE: 11/12/24  
REQUIRED DATE: 11/12/24  
CANCEL DATE:  
EMPLOYEE: Dudicz, Pamela  
STATUS: IN PROCESS  
CONTACT:  
PHONE:  
DELIVERY: NO  
INSTALL: NO  
DEMONSTRATION: NO  
CUST ORDER JOB:

SHIP-TO:

SALES #	SIZE	PRODUCT / MFG NBR	DESCRIPTION	QTY ORDERED	PRICE	EXTENDED PRICE	STATUS	S-W PURCHASE ORDER	SALES TERM/TRAN
<del>6512-21160</del>	<del>5 GAL</del>	<del>A08W00351</del>	<del>A100 EX FL EW</del>	<del>5.00</del>	<del>34.99</del>	<del></del>	<del>CANCELLED</del>		
6512-36432	5 GAL	A80T03154	SPR EXT FL ULTRA	10.00	38.89	388.90	ON ORDER		

Color: SW7069 IRON ORE  
Location: 251-C7

CE*Color Cast	OZ	32	64	128
W1 White	8	1	1	-
B1 Black	34	22	-	-
R2 Maroon	-	33	1	1
Y3 Deep Gold	6	8	-	-

Body.

<del>6512-01444</del>	<del>5 GAL</del>	<del>K60W00651</del>	<del>LATITUDE EXT FL EW</del>	<del>10.00</del>	<del>47.99</del>	<del></del>	<del>CANCELLED</del>		
6512-35365	GALLON	A80W03151	SPR EXT FL EXTRA	1.00	41.89	41.89	COMMITTED		

Color: SW9161 DUSTBLU

CE*Color Cast	OZ	32	64	128
B1 Black	2	26	-	1
R2 Maroon	-	1	1	-
Y3 Deep Gold	-	1	1	-

Trim.

<del>6510-32781</del>	<del>GALLON</del>	<del>LX03W0100</del>	<del>LXN CONDITION WHT</del>	<del>1.00</del>	<del>22.99</del>	<del></del>	<del>CANCELLED</del>		
6510-32799	5 GAL	LX03W0100	LXN CONDITION WHT	5.00	20.99	104.95	COMMITTED		Primer
6513-44754	5 GAL	B66T01354	PI SHER-CRYL SG UD	5.00	50.99	254.95	COMMITTED		Awning TOP.

THIS IS NOT AN INVOICE

\*\*\* CONTINUED ON PAGE 2 \*\*\*





SHERWIN-WILLIAMS.

11/12/24 2:45 PM

CUSTOMER ORDER

Page: 2 of 1

CUST#: 4682-4935-4  
JOB: 1 POMPANO DESIGN LLC  
BILL TO: POMPANO DESIGN LLC  
  
2666 E ATLANTIC BLVD  
POMPANO BEACH FL 33062 4940

STORE: 702025 SHERWIN-WILLIAMS  
2305 N FEDERAL HWY  
POMPANO BEACH FL 33062 1010  
PHONE: (954) 941-2325  
FAX: (954) 941-0814

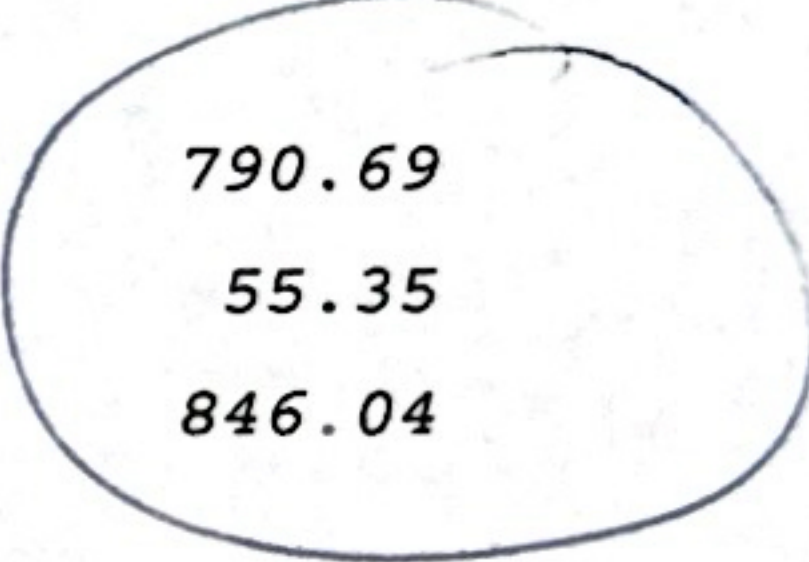
TYPE: STORE  
CUST PO#:   
CONTROL#: 0249222  
ORDER#: OE0249222A702025  
ENTRY DATE: 11/12/24  
REQUIRED DATE: 11/12/24  
CANCEL DATE:  
EMPLOYEE: Dudicz, Pamela  
STATUS: IN PROCESS  
CONTACT:  
PHONE:  
DELIVERY: NO  
INSTALL: NO  
DEMONSTRATION: NO  
CUST ORDER JOB:

SHIP-TO:

THIS IS NOT AN INVOICE

SALES #	SIZE	PRODUCT / MFG NBR	DESCRIPTION	QTY ORDERED	PRICE	EXTENDED PRICE	STATUS	S-W PURCHASE ORDER	SALES TERM/TRAN
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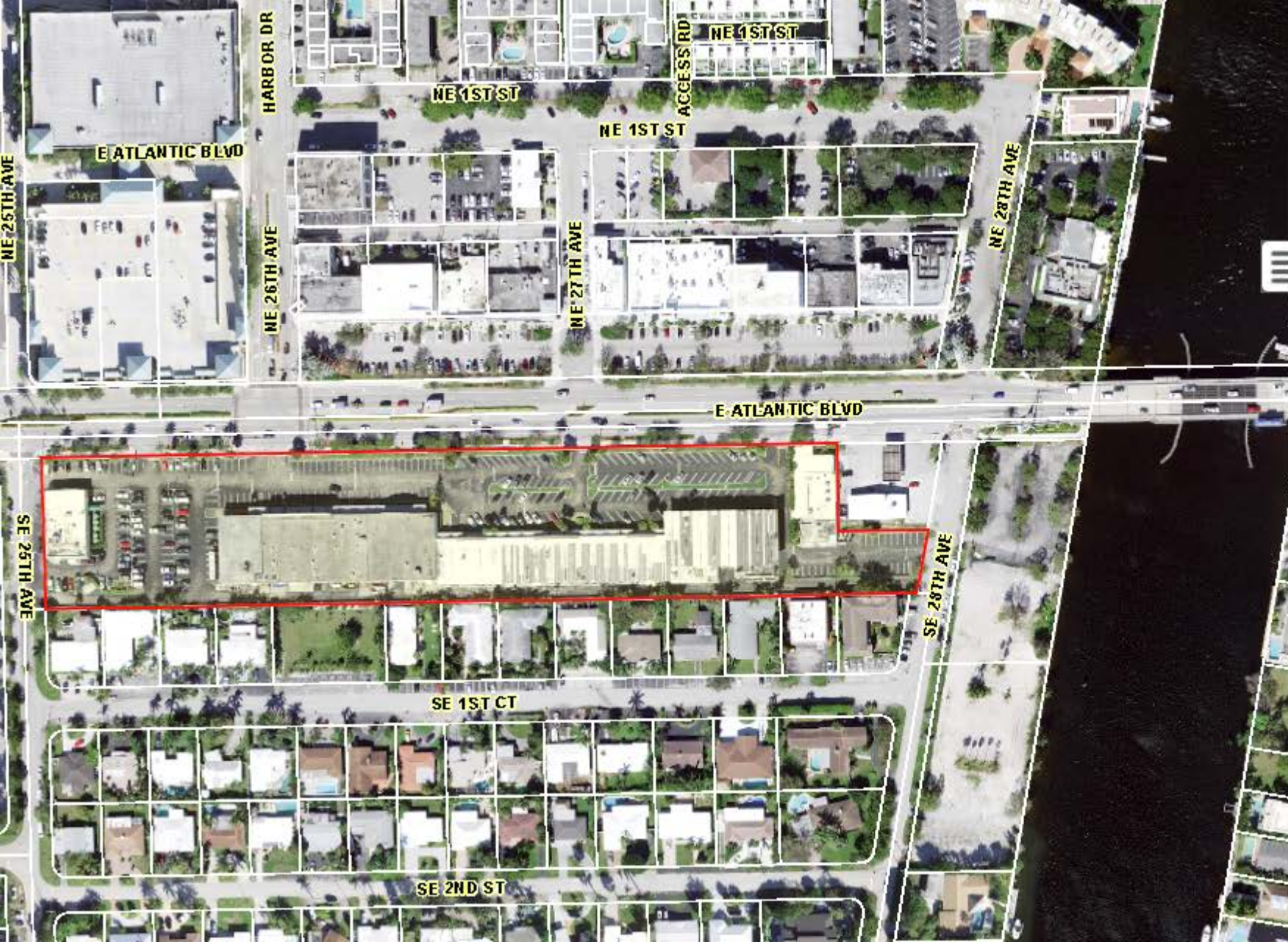
SUB TOTAL	790.69
TAX	55.35
ORDER TOTAL	846.04



THIS IS NOT AN INVOICE



## **PROPERTY DESCRIPTION AND INFORMATION**



## Parcel Information

Parcel Id: [494306010030](#)

Owner: AMKIN ATLANTIC SQUARE LLC

Situs Address: 2500-2780 E ATLANTIC BLVD  
POMPANO BEACH FL 33062

Legal: MARSHALLS SUB OF GOV LOTS  
1 & 2 6-49-43 B-28 D PT OF LOT  
10 LYING W OF C/L SE 28 AVE,  
LESS N 50, E 25 & W 30 ALL FOR  
RW & ALSO LESS S 20 AS  
DESC IN OR 1219-620 & ALSO  
LESS

Millage Code: 1511

Use Code: 11

Land Value: \$ 4,023,460

Building Value: \$ 7,070,370

Other Value: 0

Total Value: \$ 11,093,830

SOH Capped Value: \$ 11,093,830

Homestead Exempt  
Amt: \$ 0

WVD Exempt Amt: \$ 0

Other Exempt Amt: \$ 0

**LEASE AGREEMENT**

**BETWEEN**

**AMKIN ATLANTIC SQUARE LLC**

**AS LANDLORD**

**AND**

**POMPANO DESIGN LLC**

**AS TENANT**

**AT**

**ATLANTIC SQUARE  
2666 E. ATLANTIC BLVD., POMPANO BEACH, FLORIDA 33062**

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**Exhibit "B" Site Plan**

**Exhibit "C" Description of Landlord's Work and Tenant's Work**

**Exhibit "D" Rules and Regulations**

**Exhibit "E" FF&E (Not Applicable)**



## LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and entered into as of July 17, 2024 (the "Effective Date"), by and between Amkin Atlantic Square LLC, a Florida limited liability ("Landlord"), and Pompano Design LLC, a Florida limited liability company ("Tenant"). Landlord and Tenant are referred to individually in this Lease as a "Party" and collectively as the "Parties."

### Article I. Basic Lease Information

**Section 1.1 REFERENCE PROVISIONS.** Where used in this Lease, the defined terms shall have the meanings ascribed by the provisions of this Section 1.1:

(a) **"SHOPPING CENTER"**: That certain real property generally known as Atlantic Square (the "Shopping Center" or the "Property") (more particularly described in Exhibit "A" attached and incorporated by reference), together with all improvements now located or hereafter erected thereon, less any deletions plus such additions as Landlord may from time to time designate.

(b) **"COMMON AREA"**: All areas and facilities in the Shopping Center designated by Landlord for the general use, in common, of occupants of the Shopping Center, including Tenant, its officers, agents, employees and customers. Common Areas shall include the parking areas, sidewalks, canopies, roadways, loading platforms, washrooms, ramps and landscaped areas designated by Landlord and that may vary from time to time and as the Property may be partially or totally developed.

(d) **"TENANT'S TRADE NAME"**: Pompano Design LLC

(e) **"PREMISES"**: That portion of the Shopping Center known as Atlantic Square located at 2666 E. Atlantic Blvd., Pompano Beach, Florida 33062, as shown on Exhibit "B" attached and incorporated herein. Landlord and Tenant agree that for all purposes of this Lease, the Floor Area of the Premises shall be deemed to be 9,000 rentable square feet and that there shall be no re-measurement or adjustment of such Floor Area or adjustment of any amount calculated with reference thereto.

(f) **"FLOOR AREA"**: The actual number of rentable square feet of floor space within the Premises and any area outside the Premises which is exclusively appropriated for use by Tenant; subject, however, to the limitations as herein provided.

(g) **"PERMITTED USE"**: A furniture store, in compliance with all applicable governmental requirements.

(h) **"TERM"**: The Term of the Lease shall be for sixty (60) months, from the Rent Commencement Date (as defined below) and shall also include the period of time between the Commencement Date and the Rent Commencement Date.

**COMMENCEMENT DATE**: The Commencement Date shall be upon the full execution of this Lease, that is, when this Lease is executed by the last of Landlord and Tenant and a fully executed copy is delivered to the other Party and after any conditions precedent to the Lease are satisfied, including the provision by Tenant to Landlord of any Security Deposit or Prepayment required by this Lease.

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**DELIVERY DATE:** The Premises shall be delivered by Landlord to Tenant, and accepted by Tenant from Landlord, in an “as is” condition, without any improvements or modifications by Landlord on or before August 1, 2024.

**RENT COMMENCEMENT DATE:** The Rent Commencement Date shall be December 1, 2024.

**EXPIRATION DATE:** The Expiration Date is November 30, 2029. Tenant shall have no obligation to restore the Premises to the specific condition of the Premises at the time of the Delivery Date upon the expiration of the Term and may instead surrender the Premises in their then-existing condition, without waiving Landlord’s rights with respect to any applicable insurable event or insurance. Tenant shall have no obligation to remove any of its cabling, alterations, or equipment, but may remove such items at Tenant’s discretion.

For purposes of this Lease, a “Year or Years” shall be defined as that twelve (12) month period during the Term (including any extensions), commencing on the Rent Commencement Date or the annual anniversary thereof, as may be applicable; provided, however, that if the Rent Commencement Date is a day other than the first day of the calendar month, then the first Lease Year shall include that period of time from the Rent Commencement Date up to the first day of the next calendar month, and any subsequent Lease Year shall be the twelve (12) month period beginning on the first day of such month.

(i) **“BASE RENT”:** Tenant shall pay Landlord Base Rent in accordance with the schedule:

Year	Starting	Ending	Base Rent Rate Per RSF (*Not Incl. Sales Tax)	Monthly Base Rent (*Not Incl. Sales Tax)
1	12/1/2024	11/30/2025	\$12.00	\$9,000
2	12/1/2025	11/30/2026	\$13.33	\$10,000
3	12/1/2026	11/30/2027	\$14.67	\$11,000
4	12/1/2027	11/30/2028	\$16.00	\$12,000
5	12/1/2028	11/30/2029	\$17.33	\$13,000

\*Tenant is responsible for and must pay all applicable sales taxes in addition to the Base rent and Additional Rent; the rent rates are rounded.

(j) **“OPERATING EXPENSES”:** This is a fully net lease and Tenant shall pay as Additional Rent its Proportionate Share of Operating Expenses as defined in and in accordance with Section 3.3 of this Lease. For the time period starting on the Rent Commencement Date and extending on until December 31, 2025, Tenant’s Proportionate Share of Operating Expenses shall be fixed at six thousand dollars (\$6,000) per month, which amount shall be due from Tenant on the first (1<sup>st</sup>) day of each month with applicable sales and use taxes thereon which is in addition to the Operating Expenses together with the Base Rent and sales tax. Notwithstanding anything to the contrary in the Lease, increases in Tenant’s Proportionate Share of Operating Expenses shall be capped at three (3) percent, on a calendar year over calendar year basis, with the first such potential increase to occur as of January 1, 2026.

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(k) **"PREPAYMENT"**: The amount of fifteen thousand four hundred fifty dollars (\$15,450) shall be paid to Landlord upon Tenant's execution of this Lease, which represents the first full month's Base Rent and Tenant's Proportionate Share of Operating Expenses, and sales tax thereon.

(l) **"SECURITY DEPOSIT"**: Tenant shall deposit the amount of twenty-five thousand dollars (\$25,000) with Landlord upon Tenant's execution of this Lease which shall be held by Landlord, without any liability for interest thereon, as security for the performance by Tenant of all its obligations under this Lease including but not limited to payment of Rent ("Security Deposit") as further detailed in Section 11.3 herein.

(m) **"CONSTRUCTION OBLIGATIONS"**: Construction regarding the Premises shall be effectuated in accordance with the provisions of Exhibit "C" attached and incorporated herein. The Premises area accepted by Tenant on an "as is" basis and Landlord is not required to effectuate any construction regarding the Premises, except for the items listed on Exhibit "C" as Landlord's Work.

(n) **"ADDRESSES FOR NOTICE & PAYMENTS"**: The addresses for notices given to either Party shall be as follows and, in the manner, provided in the Section 11.14 Notices of this Lease. Additionally, once Tenant has taken occupancy of the Premises, any notice from Landlord to Tenant shall be effective if delivered to the Premises address.

**To Landlord:**

For Notice:

Amkin Management  
Atlantic Square  
1450 Brickell Ave., Ste. 1450  
Miami, Florida 33131  
Attention: Asset Manager  
Email: Legal@amkinre.com

-and-

For Payment of Rent and Notice:

Amkin Atlantic Square LLC  
2728 E. Atlantic Blvd.  
Pompano Beach, Florida 33062  
Attention: Property Manager

**To Tenant:**

Pompano Design LLC  
2666 E. Atlantic Blvd.  
Pompano Beach, Florida 33062  
Attention: Richard Chang

(o) **"BROKERS"**: Landlord and Tenant acknowledge that they have not dealt with any real estate broker(s) in this transaction other than Tom Caporaso of American Network Commercial, Inc., representing Tenant ("Broker") representing Tenant in this transaction. Landlord shall be responsible

L RLL T REC

for the payment of the brokerage commission to Broker pursuant to the terms and conditions of a separate agreement. A commission will be paid only in the event that this Lease is fully executed by both Landlord and Tenant and all conditions precedent this Lease and Rent Commencement Date are satisfied by the Parties. Landlord and Tenant shall indemnify each other as to any other broker(s) utilized by such Party with respect to this Lease.

**Section 1.2 GRANT.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises pursuant to these terms. The roof, air space above the roof, exterior walls of the Premises and dividing walls between the Premises and any adjoining premises and the land beneath the Premises are reserved unto Landlord and Landlord shall have the right to install, maintain and repair utility lines in such areas. Subject to the terms of this Lease, Tenant shall have the non-exclusive right to use the Common Areas (as this may vary from time to time and as the Property may be partially or totally developed) together with Landlord and the other tenants of the Shopping Center.

**Section 1.3 ACCEPTANCE OF PREMISES.** By accepting possession of the Premises for the purpose of performing any Tenant's Work (as defined in Exhibit "C"), Tenant accepts the Premises in an "as is" condition, acknowledges that the Premises are in the condition required by this Lease and agrees that all obligations of Landlord under this Lease have been fully performed.

**Section 1.4 QUIET ENJOYMENT.** Upon payment of the Rent and any other sums due and the performance of all of Tenant's obligations hereunder, Tenant shall peaceably and quietly enjoy the Premises during the Term without interruption by Landlord or any person claiming by, through or under Landlord, subject to the terms of this Lease and all mortgages, ground or underlying leases, agreements and encumbrances to which this Lease is or may be subordinated.

## Article II. Special Terms

**Section 2.1 FF&E.** None.

**Section 2.2 EARLY TERMINATION.** Notwithstanding anything to the contrary contained in any other provision of the Lease or any future extensions, expansions or renewals of the Lease, Landlord may— for any reason, at Landlord's respective sole and unlimited discretion—early terminate the Lease (to be effective no sooner than December 1, 2026) upon the provision of not less than twelve (12) months prior written notice to Tenant ("Early Termination Notice"). An Early Termination Notice shall designate an Early Termination Date that is at least twelve (12) months after the date of the issuance of Early Termination Notice (the "Early Termination Date"), with an Early Termination Date that is no sooner than December 1, 2026. Upon an early termination of the Lease, Tenant shall surrender the Premises to Landlord by the designated Early Termination Date. In the event of an early termination of the Lease by Landlord pursuant to this Section 2.2, Landlord shall within fourteen (14) days of Tenant's timely surrender of the Premises by the Early Termination Date, pay Tenant a termination fee calculated as one hundred thousand dollars amortized (i.e., reduced) monthly on a straight-line basis over the initial Term of the Lease (the "Early Termination Fee"). For example, if the Early Termination Date were to fall at the end of the twenty-fourth (24<sup>th</sup>) month of the initial Term (i.e., upon the elapse of 40% of the Initial Term), then the Early Termination Fee would total sixty thousand dollars (\$60,000), that is 40% of \$100,000.

**Section 2.3 SIGNAGE.** Tenant shall have the right to illuminated pylon, building, and canopy signage in compliance with all governmental requirements and subject to governmental approval. Tenant may use temporary banner signs, professionally prepared window signs, and storefront graphics, all in compliance with all governmental requirements and subject to governmental approval.

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**Section 2.4 RENEWAL OPTION.**

(a) Landlord hereby grants Tenant the option to extend the Term beyond the Expiration Date (the “Renewal Option”) for one (1) additional period of five (5) years (the “Renewal Term”), commencing on December 1, 2029 and extending until November 30, 2034, subject to the covenants and conditions herein.

(b) Tenant shall give Landlord written notice (the “Renewal Notice”) of Tenant’s election to exercise the Renewal Option not earlier than fifteen (15) months and not later than twelve (12) months prior to the expiration of the Term; any failure by Tenant to provide the Renewal Notice within the timeframes here required—whether due to Tenant’s oversight, or failure to cure any existing defaults, or otherwise—shall render any Renewal Option null and void and of no further force or effect.

(c) Tenant may not exercise the Renewal Option at any time during which Tenant is in default under the Lease, subject to applicable notice and grace periods (if any). If Tenant fails to cure any default under the Lease prior to the commencement of the Renewal Term, subject to applicable notice and grace periods, the Renewal Term shall be immediately cancelled—unless Landlord elects to waive such default in writing—in which case Tenant shall forthwith deliver possession of the Premises to Landlord as of the expiration or earlier termination of the Term.

(d) Tenant shall be deemed to have accepted the Premises in “as is” condition as of the commencement of the Renewal Term, subject to any other repair and maintenance obligations of Landlord under the Lease, it being understood and agreed that Landlord shall have no additional obligation to renovate or remodel the Premises or any portion of the Building or Project as a result of Tenant’s renewal of the Lease.

(e) The covenants and conditions of the Lease in force during the Term, as the same may be modified from time to time, shall continue to be in effect during the Renewal Term, except as follows:

(i) The “Rent Commencement Date” for the purposes of the Lease shall be the first day of the Renewal Term.

(ii) The Base Rent at the inception of the Renewal Term shall be an amount equal to ninety-five (95%) percent of the then Fair Market Rent of the Premises. “Fair Market Rent” of the Premises shall be an amount determined by Landlord on the basis of the then-prevailing market rental rate for space comparable to the Premises in the nine (9) months period immediately preceding the Renewal Notice and which shall also take into account rent abatements, tenant improvement allowances and other concessions then being offered to tenants. In no event shall the initial Base Rent for the Renewal Term be less than the amount of Base Rent for the last month of the initial Term plus a three percent (3%) Base Rent increase. Base Rent shall increase by three percent (3%) upon the completion of each year during the Renewal Term.

(f) Following expiration of the Renewal Term, Tenant shall have no further right to renew or extend the Term of the Lease.

(g) The Renewal Option shall only be exercisable by the Tenant executing this Lease (the “Original Tenant”). Upon any assignment or other Transfer of the Lease by the Original Tenant, the Renewal Option shall be deemed void and of no force or effect.

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### Article III. Standard Lease Terms

**Section 3.1 BASE RENT.** Tenant shall pay to Landlord the Base Rent set forth in Section 1.1(i), in advance, on the first day of each calendar month throughout the Term, prorated for any partial calendar month. Tenant shall commence paying Base Rent and Additional Rent on the Rent Commencement Date (less any Prepaid Amounts set forth in Section 1.1(k)). All sums due hereunder other than Base Rent shall be deemed "Additional Rent". Additional Rent is due each month when the Base Rent is due unless another time is expressly provided for payment herein. Base Rent and Additional Rent shall collectively be referred to in this Lease as "Rent". Rent shall be payable without notice, demand, setoff or deduction whatsoever and shall be delivered to Landlord's address set forth in Section 1.1(n). The obligation to pay Rent is an independent, unconditional covenant and shall continue to be payable in all events unless expressly provided otherwise in this Lease.

**Section 3.2 SALES TAX AND OTHER TAXES.** Tenant shall pay all sales, use and other taxes assessed by governmental authorities against Rent herein. In addition, Tenant shall pay before delinquency all taxes imposed on fixtures, equipment and other personal property located in the Premises and on Tenant's business conducted from the Premises.

**Section 3.3 OPERATING EXPENSES.** Tenant shall pay to Landlord, as Additional Rent, Tenant's Proportionate Share of all costs and expenses of owning, operating, servicing, managing, maintaining, repairing, replacing, securing, insuring and improving the Shopping Center ("Operating Expenses"). The term "Proportionate Share" shall mean that fraction, the numerator of which is the total number of rentable square feet of space contained within the Premises and the denominator of which is the gross leasable area of the Shopping Center. Operating Expenses include, by way of example only, without limitation: (a) Employees: Salaries, wages, medical, surgical and general welfare benefits, life insurance, pension payments, payroll taxes, workmen's compensation, unemployment insurance contributions and reimbursable expenses; (b) Utilities: water, sewer, electric, power, fuel, utility lines and all other utilities; (c) Insurance: all premiums for all insurance maintained by Landlord including but not limited to commercial general liability insurance, special form property insurance covering all Common Areas and buildings in the Shopping Center (including all leasehold improvements, equipment, fixtures and machinery installed in such buildings by Landlord, but excluding permanent leasehold improvements installed by tenants and personal property, movable trade fixtures and contents of tenants) and any other risks Landlord may elect or be required to insure; (d) Building Maintenance: general building maintenance, repairs and replacements including but not limited to painting, repairing and replacing roofs, gutters, downspouts and walls, upkeep and servicing equipment therein, including all supplies, equipment, tools and materials required; (e) Management: the management fee paid to the management company managing the Shopping Center for Landlord, administrative costs and fees, and supervisory costs and fees; (f) Taxes and Fees: all taxes, assessments, governmental charges and fees imposed upon the Shopping Center but not limited to any occupancy, gross receipts, real estate or rent taxes paid by Landlord and reasonable legal costs and fees to contest or reduce Taxes, but no income or franchise tax or any other taxes imposed or measured by Landlord's income or profits unless the same is in lieu of real estate taxes; (g) Maintenance of Open Space and Related Expenses: landscape and lawn care, sprinkler system service, maintenance of lighting facilities and signs, power broom sweeping parking lot surfaces and drives, restriping, resealing and repaving asphalt surface areas, maintenance of signs, lakes, banks of lake, trash structures and rubbish removal, and in general any and all items related to the maintenance and replacement of asphalt surface areas, landscape, sodded areas, sidewalks, lakes, and retention areas and any property adjoining or near the Shopping Center maintained by Landlord. It is the intent of the Parties that this shall be a fully net lease and that, except for those costs which are expressly set forth herein as excluded from Operating Expenses, all costs shall be paid by Tenant.

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Prior to the Rent Commencement Date and each calendar year thereafter (or such other accounting period used by Landlord), Landlord shall furnish to Tenant a written estimate of the Operating Expenses and Tenant's Share thereof for the ensuing calendar year or portion thereof. Tenant shall pay to Landlord on the first day of each calendar month during the Term, in advance, one-twelfth of Tenant's Proportionate Share of the Operating Expenses based on Landlord's estimates (which estimates may be adjusted by Landlord at any time upon written notice to Tenant). Tenant's Proportionate Share of Operating Expenses for any partial calendar year shall be pro-rated. After the end of each calendar year (or other accounting period used by Landlord), Landlord shall furnish to Tenant a reconciliation statement setting forth in reasonable detail the actual Operating Expenses for the immediately preceding year, Tenant's Proportionate Share for such year, payments made by Tenant for such year and Landlord's new estimate of Tenant's Proportionate Share of Operating Expenses for the current year. If Tenant's Proportionate Share of Operating Expenses for the prior year exceeds Tenant's payments as shown on the statement, then Tenant shall pay the difference to Landlord within thirty (30) days thereafter. If the statement indicates an overpayment by Tenant, then Tenant shall be entitled to a credit against installments next becoming due hereunder. If Tenant fails to receive the statement with the new estimate, Tenant shall continue to pay Tenant's Proportionate Share of Operating Expenses based on the prior estimate and upon receipt of the new estimate shall immediately pay the difference to Landlord.

Upon not less than thirty (30) days' prior written notice to Landlord, received by Landlord not later than ninety (90) days after Tenant's receipt of a reconciliation statement of Operating Expenses from Landlord, Tenant shall have the right during normal business hours to audit Landlord's records with respect to any Operating Expenses passed through to Tenant for such corresponding calendar year. Failure of Tenant to audit Landlord's records within such ninety (90) day period shall be deemed a waiver of Tenant's right to audit or dispute any of the Operating Expenses contained in such statement, which shall thereafter be deemed final and conclusive. Tenant shall not use a contingency fee based auditor for conducting its audit and Tenant shall reimburse Landlord for all costs incurred by Landlord in connection with Tenant's audit. All information obtained during such audit shall be held in confidence by Tenant, its employees, agents and auditors.

**Section 3.4 UTILITIES.** Tenant shall pay promptly, as, and when the same become due and payable all charges for utilities, including but not limited to water charges, sewer charges and all charges for electricity, gas, heat, steam, hot and/or chilled water, and all other utilities supplied to the Premises commencing upon Tenant's acceptance of the Premises and throughout the Term. If such utilities are not separately metered and are used in common with other tenants, Tenant will pay to Landlord a proportionate share (based on the square footage of the Premises) or other reasonable allocation of the total meter charges as Additional Rent within thirty (30) days of receipt of a statement from Landlord. Tenant and Landlord shall split the cost of all "tap and impact" fees. Tenant is responsible for any charges for connection of utilities to the Premises and its proportionate share of all security deposits charged by utility providers. Landlord shall not be liable for any interruption of utilities unless solely due to the gross negligence or willful misconduct of Landlord.



## ARTICLE IV USE

**Section 4.1 USE.** Tenant agrees that the Premises shall be used only for the Permitted Use and subject at all times to the exclusive uses and prohibited uses applicable to the Shopping Center. Tenant will not change the Trade Name of the business operated therein without the prior written consent of Landlord. Tenant shall not do anything which may interfere with the rights of other tenants in the Shopping Center nor shall Tenant use the Premises for any unlawful or immoral purpose or in violation of any applicable governmental codes, laws, or ordinances ("Laws"). Tenant shall not cause or permit the Premises to be used for the manufacture, storage, use, release, or disposal of hazardous materials. Tenant shall, at its sole cost, promptly comply with all Laws now or hereafter enacted with respect to the Premises whether in order to meet the special needs of Tenant or by reason of the occupancy thereof or otherwise, and Tenant shall make all alterations and additions to the Premises required by applicable governmental authorities with respect thereto.

**Section 4.2 CONTINUOUS OPERATION.** Tenant shall open for business in the entire Premises fully fixtured, stocked and staffed on the Rent Commencement Date and continuously operate in the entire Premises at all times during the Term under Tenant's Trade Name. Tenant shall conduct business in the Premises at least six days per week (Monday – Saturday) during the hours designated by Landlord. A vacation or cessation of operations of any other tenant in the Shopping Center shall not release Tenant from any obligations hereunder.

**Section 4.3 RULES AND REGULATIONS.** Tenant and its employees and agents shall observe and comply with all rules and regulations set forth in Exhibit "D" attached and incorporated herein and as promulgated by Landlord upon notice to Tenant.

**Section 4.4 SIGNS.** Tenant shall, at its cost, erect on the exterior of the Premises a sign subject to the prior written approval of Landlord. Tenant shall submit detailed drawings to Landlord of such signage. All signs shall be in compliance with applicable Laws. Tenant shall not place any sign, awning, canopy, decoration, lettering or advertising matter on any door or window of the Premises without Landlord's prior written consent. Tenant shall keep insured and maintain all signs in good condition, repair and operating order at all times and promptly repair any damage to the signs. Failure of Tenant to install all approved exterior sign(s) on the Premises prior to the Rent Commencement Date shall be a material default of this Lease.

## ARTICLE V INSURANCE

**Section 5.1 TENANT'S INSURANCE.** Tenant shall, at its cost, procure and maintain beginning on the date Tenant is given access to the Premises for any purpose and keep in force at all times thereafter during the Term the following insurance with respect to the Premises: (a) Commercial General Liability Insurance with contractual liability coverage for the Premises, entranceways, sidewalks and any surrounding common areas, with a minimum single limit of One Million Dollars (\$1,000,000) per occurrence; (b) Special Form Property Insurance (or its successor coverage) and flood insurance for the full replacement cost of all permanent leasehold improvements and betterments installed by Tenant to the Premises and all personal property, trade fixtures, furniture, equipment and merchandise therein; (c) Plate Glass Insurance in amounts sufficient to replace all plate glass in the Premises; (d) Workmen's Compensation and Employer's Liability Insurance in the amounts required by the laws of the State of Florida, which shall also be carried by any contractors and subcontractors of Tenant; (e) in the event that Tenant produces, sells, or serves any beer, wine, liquor or other product containing alcohol, Tenant shall

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carry liquor liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate; and (f) such other insurance as Landlord or any mortgagee may reasonably require. In addition, Tenant shall carry (or cause its contractors and subcontractors to carry) and keep in full force and effect, at Tenant's cost, prior to commencement of and during construction of Tenant's Work and the performance of any other construction or alterations to the Premises, Builders' Risk Insurance for the full replacement cost of all such work.

All insurance policies shall be in a form satisfactory to Landlord and written with insurance companies satisfactory to Landlord. All insurance shall name Landlord and Landlord's designees as additional insureds and/or as loss payees, as applicable, and shall provide that such insurance will not be terminated or modified without thirty (30) days' advance written notice to Landlord. The minimum limits of commercial general liability insurance provided above shall not limit or diminish Tenant's liability hereunder.

Tenant shall deliver to Landlord at least fifteen (15) days prior to the time such insurance is first required to be carried hereunder, and thereafter at least fifteen (15) days prior to the expiration of such policy, evidence of such insurance satisfactory to Landlord together with evidence of payment of premiums therefor. Any minimum limits of coverage provided above shall be subject to increase at any time and from time to time if Landlord reasonably determines an increase is necessary. Tenant shall provide Landlord with evidence of such increased coverage within thirty (30) days after notice of an increase from Landlord. If Tenant fails to obtain any of the foregoing insurance, Landlord may, but shall not be required to, purchase same on Tenant's behalf and Tenant shall immediately pay to Landlord, as Additional Rent, all costs incurred by Landlord with respect to same plus applicable sales tax.

**Section 5.2 WAIVER OF SUBROGATION AND CLAIMS.** Landlord and Tenant hereby release the other and all other persons claiming under it from any and all liability for loss or damage caused by any casualty, even if the casualty is brought about by the fault or negligence of the other or of any persons claiming under the other. Tenant and Landlord will cause their respective insurance companies to endorse their respective insurance policies to permit a waiver of subrogation. Landlord and Tenant hereby waive any and all claims and right of recovery against the other and against the officers, members, partners, employees, agents and representatives of the other for damage, loss or injury caused by or resulting from fire and/or other perils, regardless of whether or not any such claims for damages, losses or injuries are or would be covered by any property insurance policies which the waiving Party does or is required to maintain hereunder, without regard to deductible limits.

## ARTICLE VI REPAIRS AND MAINTENANCE

**Section 6.1 BY LANDLORD.** Landlord shall make necessary maintenance and repairs to the structural portions of the Premises including the exterior walls (excluding the exterior of and the frames surrounding all window, doors, plate glass, store fronts and signs which are Tenant's responsibility), roof, foundation, and load-bearing structural columns and beams and to the sidewalks, parking areas and curbs. Landlord shall not be required to make any repairs caused by the negligent or willful misconduct of Tenant or anyone claiming under Tenant, any repairs, alterations or improvements by Tenant or anyone claiming under Tenant, or casualty or condemnation (except as provided in Article VIII). In no event will Landlord be liable for damages or injuries arising from its failure to make said repairs. Tenant waives the provision of any law or statute, or any common law right, permitting Tenant to make repairs at Landlord's expense. Such repair and maintenance obligations of Landlord shall be included in and constitute Operating Expenses.

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**Section 6.2 BY TENANT.** Except as provided in Section 6.1 above, Tenant shall make and pay for all maintenance, repairs, and replacements of every kind to the Premises and all equipment and systems exclusively serving the Premises necessary to keep the same in a good state of repair and operating order (including but not limited to the storefront, exterior entrances, exterior walls, plate and window glass, glass and shoe moldings, doors, show windows, windows, interior walls and partitions, interior side of exterior walls, ceilings, floors, floor coverings, lighting, store signs, plumbing, sewage, electrical and HVAC [as defined below] systems including all ducts, vents, exhaust and roof curbing and flashing associated with the same, sprinklers, furnishings, fixtures and equipment and all other interior non-structural portions of the Premises) and in reasonably clean condition (including reasonable periodic painting of the Premises) and perform all repairs and alterations required by applicable Laws. Beginning at the point from which they serve the Premises exclusively (whether located inside or outside the Premises), Tenant shall, at its sole cost, make repairs and replacements necessary to maintain in good repair and condition all lines, apparatus, ducts, and equipment relating to utilities (including but not limited to heating, air conditioning, water, gas, electricity, and sewage). Tenant shall at its cost promptly replace all broken or damaged glass in the Premises.

At all times during the Term, Tenant will, at its cost, maintain a service contract with a licensed air conditioning firm acceptable to Landlord to perform monthly inspection and service to the heating, ventilating and air conditioning system servicing the Premises ("HVAC") (including changing belts, filters and other parts as reasonably required) and repairs, maintenance, and replacements to the HVAC to maintain same in good operating order and condition. Prior to the Rent Commencement Date and thereafter annually, Tenant shall furnish Landlord with a copy of the HVAC maintenance contract required above and proof of payment of the annual premium therefor.

If (a) Tenant fails to perform any repair, replacement or maintenance obligation required hereunder, (b) Landlord determines that emergency repairs are necessary or (c) repairs or replacements to the Premises, Common Areas and/or Shopping Center are required due to the negligence or willful misconduct of Tenant or anyone claiming under Tenant, then in any of those events, Landlord may make the reasonably necessary repairs, and upon completion thereof, Tenant shall promptly pay to Landlord all costs incurred by Landlord in making such repairs plus twenty percent (20%) for overhead.

## ARTICLE VII ALTERATIONS

**Section 7.1 BY LANDLORD.** Notwithstanding anything to the contrary contained herein, Landlord reserves the right at any time and from time to time, provided visibility of and access to the Premises shall not be materially, adversely and permanently affected, to change the size, layout and dimensions of the Shopping Center and any part thereof; locate, relocate, alter and modify the number and location of buildings or improvements, building dimensions, number of floors, identity and types of other stores and/or other tenants and the Common Areas or any portion thereof located from time to time in the Shopping Center; enlarge or reduce the Shopping Center; make alterations or additions to the Premises and construct other buildings adjoining same; construct additional buildings and improvements in the Shopping Center; and sell or lease any part of the land or buildings comprising the Shopping Center. Landlord shall use commercially reasonable efforts to minimize disruption to Tenant's business during the performance of the foregoing except in the event of an emergency.

**Section 7.2 BY TENANT.** At Tenant's sole expense, Tenant may alter, renovate, or improve the interior non-structural portions of the Premises, provided that Tenant has obtained the prior written consent of Landlord and Tenant is not in default of this Lease. All work shall be performed in a good and workmanlike manner and in compliance with all applicable Laws and all requirements of this Lease. Prior to the commencement of such work, Tenant shall submit for Landlord's written approval, two (2) sets of

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the plans and specifications for Tenant's work and Tenant shall cause Landlord's requirements for bonding, insurance, and contractor requirements to be satisfied. Landlord's approval shall be evidenced by returning to Tenant one (1) set of plans and specifications initialed by Landlord. Any work performed by Tenant under this Section 7.2 shall be so conducted so as not to interfere with the use of the Shopping Center by other tenants. Tenant shall not make any changes, alterations, or improvements to the exterior or the structure of the Premises.

## ARTICLE VIII DESTRUCTION OR CONDEMNATION

**Section 8.1 DESTRUCTION.** Tenant shall give Landlord prompt written notice of damage to any portion of the Premises resulting from fire or other casualty. If (a) the Premises are damaged by an occurrence which is not covered by Landlord's insurance; (b) the Premises are damaged during the last two years of the Term; (c) the Shopping Center buildings are damaged to the extent of more than twenty five (25%) of the replacement cost, or (d) the Premises are damaged to the extent of twenty five percent (25%) of the replacement cost, then in any of such events, Landlord may terminate this Lease upon the date set forth in Landlord's notice, which date shall be at least thirty (30) days after the date of Landlord's notice. In the event that the Premises are wholly or partially untenable as a result of such fire or casualty, there shall be a fair and equitable proportionate abatement of Rent during that period based on the proportion of the Premises rendered untenable. If this Lease is not terminated by Landlord as aforesaid then this Lease shall continue in full force and effect (Tenant waives any right conferred by any applicable law to terminate this Lease based on the damage) and Landlord shall rebuild the Premises to the condition existing when the Premises was originally delivered to Tenant (but only to the extent insurance proceeds are adequate and available for such purposes); and upon Landlord providing Tenant written notice of the completion thereof, Tenant shall diligently restore Tenant's property and promptly reopen for business and commence the payment of Rent required hereunder. Tenant shall use the proceeds of any recovery on Tenant's insurance policies for restoration of improvements made by Tenant to the Premises damage (including all permanent leasehold improvement and betterments), for restoration and/or replacement of Tenant's equipment, trade fixtures and inventory, and to reimburse, to the extent available, any business interruption loss.

**Section 8.2 CONDEMNATION.** If the whole of the Premises are taken in connection with eminent domain or sale in lieu thereof, the Term shall expire when Landlord shall be divested of its title, and Rent shall be apportioned as of that date. If only part of the Premises is taken in connection with eminent domain, and the Floor Area of the Premises is reduced by more than twenty five percent (25%) and the part remaining is not reasonable for the operation of Tenant's business, Landlord or Tenant may terminate this Lease by giving the other notice within thirty (30) days after such taking, effective as of the date possession of the taken part shall be required for public use; and Rent shall be apportioned as of that date. If this Lease is not so terminated pursuant to this provision, then Landlord shall promptly restore the Premises to a condition comparable to its condition at the time of the condemnation less the portion lost in the taking (to the extent feasible and at a cost to Landlord not to exceed the award received by Landlord after expenses) and this Lease shall continue in full force and effect except that the Rent shall be reduced in proportion to the portion of the Premises lost in the taking. Landlord shall be entitled to all damages in connection with eminent domain, including any portion of the award based on the value of the leasehold estate of the Premises. Notwithstanding the foregoing, Tenant may bring a separate claim in Tenant's name to recover damages for the value of any personal property or movable trade fixtures that were installed by Tenant.

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**ARTICLE IX  
SUBORDINATION/ ATTORNMENT AND ESTOPPEL CERTIFICATES**

**Section 9.1 SUBORDINATION/ATTORNMENT.** This Lease is subject and subordinate to all ground and underlying leases and all mortgages or other security agreements which now or hereafter affect the Premises and to any and all advancements to be made thereunder and to all renewals, modifications, consolidations, replacements, and extensions thereof. Within ten (10) days after receipt of a written request by Landlord, Tenant shall enter into an agreement provided by Landlord or its lender subordinating this Lease and all interest of Tenant to all ground and underlying leases and mortgages and other security agreements which may now or hereafter effect the Premises and to any and all advances to be made thereunder and all renewals, modification, consolidations, replacements, and extensions thereof. In the event any proceedings are brought for foreclosure of any such mortgage, or in the event of exercise of power of sale under any such mortgage, or in the event of a sale by Landlord of its fee or leasehold interest in the Shopping Center or its interest in this Lease, Tenant shall attorn to the mortgagee, transferee or transferee upon any such foreclosure or sale and recognize such mortgagee, transferee, or purchaser as landlord under this Lease.

**Section 9.2 ESTOPPEL CERTIFICATE.** Tenant shall, without charge, at any time and from time to time, within ten (10) days after request by Landlord, deliver a written instrument to Landlord or any other person, firm or corporation specified by Landlord, duly executed and acknowledged, certifying: (a) that this Lease is unmodified and is in full force and effect (or if there has been any modification, that the same is in full force and effect as modified, and identifying any such modifications); (b) whether or not there are then existing any set-offs or defenses in favor of Tenant against the enforcement of any of the terms, covenants and conditions of this Lease by Landlord, and if so, specifying the same; (c) the dates to which Base Rent, Additional Rent and other charges are paid in advance, if any; (d) whether or not Landlord has observed and performed all of the terms, covenants and conditions on the part of Landlord to be observed and performed, and if not, specifying the same; (e) that Tenant has paid Landlord the Security Deposit (if any); (f) the Rent Commencement Date and the scheduled expiration date of the Lease Term; (f) the rights (if any) of Tenant to extend or renew this Lease or to expand the Premises; (g) the amount of Base Rent, Additional Rents and other charges currently payable under the Lease; and (h) such other information and facts Landlord or a prospective or existing purchaser may reasonably require.

**ARTICLE X  
DEFAULT**

**Section 10.1 TENANT DEFAULT.** Any one of the following shall be a default by Tenant: (a) Tenant fails to pay Rent when due; (b) Tenant fails to perform or observe any agreement, obligation or covenant of this Lease (other than the payment of Rent or any other sums) and such failure continues for ten (10) days after notice from Landlord (or if same cannot reasonably be cured within ten (10) days, if Tenant fails to commence to cure within ten (10) days and/or fails to diligently prosecute such cure to completion provided such cure period shall not exceed thirty (30) days); (c) Tenant or Guarantor becomes bankrupt or insolvent or makes an assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings are taken by or against Tenant or Guarantor; (d) a receiver or trustee in bankruptcy is appointed for any of Tenant's or Guarantor's property and such appointment is not vacated within ninety (90) days from the date of appointment; (e) Tenant's leasehold interest or right to possession of the Premises, or both, passes to anyone other than Tenant, by assignment, operation of law or otherwise (except as otherwise expressly permitted hereunder), without written consent of Landlord; (f) Tenant ceases doing business at the Premises as determined by Landlord for more than fifteen (15) consecutive days (except for temporary closures due to casualty or condemnation); (g) Tenant vacates or

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abandons possession of the Premises; and/or (h) the Premises are used for purposes other than the Permitted Use.

In the event of a default by Tenant, Landlord may, at its option and without further notice, in addition to all other remedies available at law or equity: (a) terminate the Lease but Tenant shall remain liable as hereinafter provided; (b) repossess the Premises without terminating the Lease, (c) obtain injunctive and declaratory relief and/or specific performance of any term, covenant or condition of the Lease; (d) declare the entire balance of all Rent due under the Lease for the remainder of the Term to be immediately due and payable discounted to present value; (e) perform such obligation on Tenant's behalf and charge Tenant the cost thereof plus twenty percent (20%) of such costs to cover Landlord's overhead, and (f) institute a distress for rent action and obtain a distress writ under Sections 83.11 through 83.19, Florida Statutes or other applicable statute and (g) immediately receive the unamortized portion of the Tenant Improvement Allowance, if any, paid to Tenant.

The exercise by Landlord of any right granted hereunder shall not relieve Tenant from the obligation to make all payments of Rent and to fulfill all other obligations and covenants required by this Lease, at the time and in the manner provided herein. Further, notwithstanding any repossession or termination of the Lease, Tenant shall (a) remain liable for all Rent accruing up to the date of such repossession or termination; (b) be liable to Landlord for all costs and expenses incurred in connection with repossession (including attorney's fees), entering into a new lease with another tenant, and preparing the Premises for re-letting (including repairing, improving, altering and remodeling the Premises), regardless of whether Landlord relets the Premises or any part thereof for a term less or more than the balance of the Term or grants concessions, allowances or free rent or other inducements to a new tenant; and (c) for each month which would have otherwise constituted the balance of the unexpired Term, pay the deficiency between the Rent that would have been payable, less the net amount of rents actually collected by Landlord from a new tenant, if any. Tenant shall not be entitled to any surplus rents. Landlord shall not be required to use any greater efforts than Landlord uses to lease other properties Landlord owns, to re-let the Premises in preference to any other space in the Shopping Center; or to accept rent in an amount less than fair market rent for the Premises. Landlord's failure to re-let the Premises shall not release or affect Tenant's liability hereunder and Landlord shall not be liable for failure to re-let, or failure to collect rent under any re-letting, if any. No re-entry or taking possession of the Premises by Landlord will be construed as an election to terminate unless Landlord notifies Tenant in writing of Landlord's election to terminate the Lease.

**Section 10.2 NON-WAIVER.** The failure of Landlord to insist upon strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any right or remedies that Landlord may have and shall not be deemed a waiver of any subsequent default in the terms and covenants herein contained unless expressly waived in writing by Landlord. No payment by Tenant or acceptance by Landlord of a lesser amount than due from Tenant shall be deemed to be anything but payment on account, and Tenant's payment of a lesser amount with a statement that the lesser amount is payment in full shall not be deemed an accord and satisfaction. Landlord may accept the payment without prejudice to recover the balance due or pursue any other remedy. Landlord may accept payments even after default by Tenant without prejudice to subsequent or concurrent rights or remedies available to Landlord under this Lease, at law or in equity. All rights and remedies of Landlord herein or presently or hereafter existing at law or in equity are cumulative and concurrent and the exercise of one or more rights or remedies hereunder shall not waive Landlord's right to exercise any other right or remedy. The maintenance of any action or proceeding to recover possession of the Premises or any payment of Rent shall not preclude Landlord from thereafter instituting and maintaining subsequent actions or proceedings for the recovery of possession of the Premises or of any other monies that may be due or become due from Tenant. Any entry or reentry by Landlord shall not operate to absolve or discharge Tenant from liability hereunder.

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**Section 10.3 TENANT WAIVER.** Tenant hereby expressly, unconditionally and irrevocably waives all of the following: (a) any right Tenant may have to interpose or assert any claim, counterclaim or setoff in any action brought by Landlord based (in whole or part) on non-payment of Rent even if same is based on Landlord's alleged breach of the Lease (Landlord and Tenant hereby stipulate that any such counterclaim shall be severed and tried separately from the action brought by Landlord for non-payment of Rent); (b) all constitutional, statutory or common law bonding requirements including the requirement under Section 83.12, Florida Statutes that Landlord file a bond payable to Tenant in at least double the sum demanded by Landlord (or double the property sought to be distrained); it being the intention of the parties that no bond shall be required in any distress action; (c) the right under Section 83.14, Florida Statutes to replevy distrained property; (d) any rights Tenant may have in the selection of venue in any suit by or against Landlord; the parties agree that venue for any litigation involving this Lease shall be in the county where the Premises are located; (e) any rights Tenant may have to consequential damages incurred by Tenant including but not limited to lost profits and interruption of business as a result of any Landlord default; and (f) any rights Tenant may have in the Premises or any goods or personal property therein if Tenant is evicted and dispossessed of same.

**Section 10.4 FORCE MAJEURE AND UNAVOIDABLE DELAYS.** Except for the payment of Rent, in the event that either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of labor disputes, inability to procure materials, failure of power, restrictive governmental laws or regulations or failure of the applicable governmental authority to timely issue permits, fire or other casualty, acts of God, or other reason beyond the reasonable control of the Party delayed in performing the act required under the terms of this Lease, then such delay in the performance of such act shall be excused with performance extended for a period reasonably equivalent to the period of such delay.

## ARTICLE XI OTHER PROVISIONS

**Section 11.1 DEFINITIONS AND LIABILITY OF LANDLORD AND TENANT.** The term "Landlord" as used in this Lease shall mean only the then owner of the lessor's interest in this Lease, and in the event of a transfer by Landlord of its interest in this Lease, Landlord shall automatically be released from all obligations and liabilities as the lessor subsequent to the transfer. Notwithstanding anything to the contrary contained herein, in the event of a default by Landlord of any of its obligations or covenants under this Lease, neither Landlord nor any of the partners, members, officers, directors or shareholders of Landlord shall have any personal liability whatsoever with respect to same and Tenant shall look solely to the equity of Landlord in the Shopping Center for the satisfaction of Tenant's remedies. The word "Tenant" shall mean each and every person named as Tenant herein and its permitted subtenants, assigns and successors. If more than one Party executes this Lease as "Tenant", the liability of all signatories shall be joint and several.

**Section 11.2 RELATIONSHIPS OF THE PARTIES.** Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or a partnership or joint venture between the parties, it being understood and agreed that neither the method of computing Rent nor any other provision contained herein nor any acts of the parties hereto shall create any relationship between the parties other than that of Landlord and Tenant. Landlord and Tenant acknowledge that each of them and their respective counsel have had an opportunity to review this Lease and that this Lease shall not be construed for or against either Party merely because such Party prepared or drafted the Lease or any particular provision.

**Section 11.3 SECURITY DEPOSIT.** Tenant has deposited with Landlord the Security Deposit as security for the performance by Tenant of its obligations under this Lease including payment of Rent. The Security Deposit may be commingled with other funds of Landlord, and Landlord shall have no liability

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for the accrual or payment of any interest thereon. Landlord may, in Landlord's sole discretion, use, retain or apply all or any part of the Security Deposit to cure any default by Tenant under this Lease. If Landlord applies all or part of the Security Deposit to cure a Tenant default, Tenant shall promptly pay to Landlord the amount so applied. If Tenant complies with all terms and conditions of this Lease, the Security Deposit, or any balance thereof, shall be returned to Tenant at the expiration of the Term. If Landlord transfers this Lease and Security Deposit to a transferee, Landlord shall be released from liability with respect to the Security Deposit; Tenant shall look only to such transferee with respect thereto.

**Section 11.4 INDEMNITIES.** Tenant shall indemnify, defend and hold harmless Landlord, its officers, employees, agents, property manager (and its agents), contractors and any mortgagee (collectively, "Landlord's Agents") from and against all losses, claims, expenses (including attorneys' fees), liabilities, lawsuits, injuries, and damages of whatever nature if (a) occurring in the Premises, unless caused by the gross negligence or willful misconduct of Landlord or Landlord's Agents; (b) claimed to have been caused by or resulted from any act or omission of Tenant, its agents, contractors, employees, subtenants, assignees, concessionaires and invitees, no matter where occurring; or (c) due to any breach or default by Tenant in the full and prompt payment and performance of Tenant's obligations under this Lease; together with all costs, expenses and liabilities incurred in or in connection with each such claim, action or proceeding brought against Landlord and/or Landlord's Agents, including, without limitation, all reasonable attorney's fees and expenses. In addition, Tenant shall indemnify, defend and hold harmless Landlord and Landlord's Agents from and against all losses, claims, expenses (including attorney's fees), liabilities, lawsuits and damages arising by reason of any clean up, removal, remediation or any other activity required as a result of the presence of hazardous substances in the Premises and/or the Shopping Center caused by Tenant or its employees, agents, contractors or invitees. Landlord shall indemnify, defend and hold harmless Tenant from and against all losses, claims, expenses (including attorneys' fees), liabilities, lawsuits, injuries, and damages of whatever nature occurring in the Premises solely as a result of the gross negligence or willful misconduct of Landlord or Landlord's Agents. The foregoing indemnities shall survive the expiration or earlier termination of this Lease.

**Section 11.5 DAMAGE TO PROPERTY OR PERSONS.** Unless caused by the gross negligence or willful conduct of Landlord, Landlord shall not be liable for any loss of or damage to property of Tenant or of others located in the Premises or the Shopping Center, by theft or otherwise; any injury or damage to persons or property or to the Premises resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Premises or from the pipes, appliances or plumbing or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature; any such injury or damage caused by other tenants or any persons in the Premises or the Shopping Center or by operations in the construction of any private, public, or quasi-public work; any defect (latent or otherwise) in construction except for a period of one year from the date of the general construction of the Premises (the Parties agree that any liability of Landlord under the preceding clause shall be limited to cost of repair only); any damage or loss of property of Tenant kept or stored in the Premises.

**Section 11.6 ASSIGNMENTS/SUBLETTING.** Tenant shall not assign or transfer this Lease or any interest therein, or sublet all or any part of the Premises, without obtaining on each occasion the prior written consent of Landlord. The transfer of any corporate stock, partnership interest or membership interest in Tenant, or a merger, consolidation, acquisition, or liquidation of or by Tenant, either voluntarily or by operation of law, shall be deemed an assignment and shall require Landlord's consent, except if Tenant is a public corporation and such transfer of stock is through a recognized stock exchange. Any request for Landlord's consent to assignment or subletting shall be accompanied by a non-refundable payment in the amount of One Thousand Dollars (\$1,000.00) for costs incurred by Landlord with respect to same. Any assignment or sublease shall be only for the Permitted Use. In no event shall any assignment or subletting release Tenant from any of its obligations or liabilities under this Lease. Any permitted assignee must

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assume this Lease in writing in an assumption agreement in form satisfactory to Landlord and Tenant shall deliver an executed copy of same to Landlord ten (10) days prior to the effective date of the assignment. If Tenant shall assign this Lease or sublet the Premises pursuant to the foregoing provisions for rents or any other amounts in excess of the Rent payable hereunder, Tenant shall pay all of such excess rent to Landlord as Additional Rent.

Notwithstanding the foregoing, Landlord shall have the option, by written notice to Tenant within thirty (30) days after receiving any request for consent to a proposed assignment or sublease of all or a portion of the Premises to an unaffiliated entity to recapture the Premises and terminate the Lease or recapture that portion of the Premises subject to the proposed assignment or sublease and terminate the Lease as it relates to the recaptured Space; such termination to be effective on the date provided in the notice to recapture. If Landlord elects to recapture a portion of the Premises, then Rent shall be adjusted accordingly.

**Section 11.7 SURRENDER.** Upon the expiration or sooner termination of the Lease, Tenant shall surrender the Premises to Landlord in a broom clean condition, and in a good repair condition, reasonable wear and tear excepted. Tenant shall not remove any plumbing or electrical fixtures or equipment, heating or air conditioning equipment, floor coverings, walls, or ceilings, all of which shall be deemed to constitute a part of the interest and estate of Landlord. If Tenant fails to remove its Personal Property upon abandonment, recovery of possession of the Premises by Landlord or at the expiration or sooner termination of the Lease as provided above, such Personal Property not removed shall be deemed abandoned by Tenant and at the option of Landlord shall become the property of Landlord and at Landlord's option may be removed by Landlord and sold or otherwise disposed of, in which event the proceeds of such sale or other disposition shall belong to Landlord. Tenant hereby waives all claims for loss or damage to Tenant's property pursuant to the terms of this section. Tenant's obligations to observe or perform this covenant shall survive the expiration or other termination of this Lease. Notwithstanding anything to the contrary in this Lease, Tenant shall have no obligations to restore the Premises upon the expiration or early termination of the Term, and Tenant shall have no obligation to remove any of its cabling, alterations or equipment, but is permitted to remove any of the foregoing at its discretion.

**Section 11.8 HOLDOVER.** If Tenant remains in possession of the Premises after the expiration of the Term without the written consent of Landlord, Tenant shall be a tenant at sufferance, and during such holding over, Rent shall be two hundred percent (200%) of the amount in effect immediately prior to the expiration of the Term and all other provisions of this Lease shall apply insofar as the same are applicable. In addition, Tenant shall indemnify and hold Landlord harmless from all losses, liabilities, claims, damages, and expenses arising from such holdover by Tenant after the expiration of the Term including without limitation any claims made by any succeeding tenant as a result of same.

**Section 11.9 LANDLORD LIEN.** In addition to all other remedies set forth in this Lease, in the event Tenant defaults hereunder, Tenant hereby grants to Landlord a lien and security interest on all property of Tenant now or hereafter placed in or upon the Premises, and such property shall be and remain subject to such lien and security interest of Landlord for payment of all Rent herein. The provisions of this section relating to such lien and security interest shall constitute a security agreement under and subject to the Uniform Commercial Code of the State of Florida so that in the event Tenant is in default hereunder Landlord shall have and may enforce a security interest on all such property of Tenant, in addition to and cumulative of Landlord's liens and rights provided by law or by the other terms of this Lease.

**Section 11.10 LIENS.** Tenant shall discharge any lien filed against the Shopping Center or any part thereof for work done or materials furnished at Tenant's request with respect to the Premises within ten (10) days after such lien is filed, failing which Landlord may, in addition to any other remedies under this Lease, remove such lien. Tenant shall pay Landlord, as Additional Rent, the amount of the lien discharged

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plus all costs and expenses, including, without limitation, attorneys' fees, and court costs, incurred by Landlord in discharging such lien. Pursuant to the provisions of Section 713.10, Florida Statutes and other relevant law, notice is hereby given that under no circumstances shall the interest of Landlord in the Premises or Shopping Center be subject to any mechanic's, laborer's or material man's lien or any other lien or charge on account of or arising from any contract or obligations of Tenant and all such Parties must look exclusively to Tenant to obtain payment for same. Tenant shall deliver written notice of the foregoing provisions to all persons performing work in the Premises. Additionally, if requested by Landlord, Tenant shall promptly execute and deliver to Landlord a notice of non-responsibility, in a form provided by Landlord.

**Section 11.11 LATE CHARGES.** Tenant acknowledges that late payment by Tenant to Landlord of any Rent due will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs may include, without limitation, processing and accounting charges and late charges that may be imposed on Landlord under the terms of any Mortgage. Accordingly, if any payment of Rent is not paid within Five (5) days after such amount is due, then in addition to the payment then due, Tenant shall immediately pay to Landlord, as Additional Rent, a late charge equal to the greater of Two Hundred Fifty Dollars (\$250.00) or five percent (5%) of all sums past due. In addition, for any period thereafter that any payment remains past due, interest equal to the lesser of eighteen percent (18%) per annum or the maximum interest rate permitted by law shall accrue until such delinquent amount is paid in full plus applicable sales tax.

If any check, bank draft, ACH or negotiable instrument given to Landlord for any payment under this Lease is dishonored, Tenant shall pay an administrative charge to Landlord of One Hundred Dollars (\$100.00) plus applicable sales tax. Tendering a check lacking sufficient funds will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs may include, without limitation, processing and accounting charges and late charges that may be imposed on Landlord. The Parties hereby agree that the service charge imposed represents a fair and reasonable estimate of the costs incurred by Landlord by reason of the NSF check.

Acceptance of any of the foregoing charges will not constitute a waiver of Tenant's default and shall not prevent Landlord from exercising any other rights or remedies in this Lease.

**Section 11.12 CONSENT.** With respect to any provisions of this Lease which either provides or is held to provide that Landlord shall not unreasonably withhold or delay consent or approval unless otherwise provided herein to the contrary, Tenant shall not be entitled to make any claim for, and Tenant hereby expressly waives any claim for damages incurred by Tenant by reason of Landlord's failure to comply therewith; Tenant's sole remedy therefor shall be an action for specific performance.

**Section 11.13 WAIVER OF RIGHT OF REDEMPTION.** Tenant hereby expressly waives any and all rights of redemption conferred by statute or otherwise.

**Section 11.14 NOTICES.** Any notice or other communication which may be or is required to be given by either Party to the other hereunder shall be in writing, sent by registered or certified mail, return receipt requested, or delivered by a nationally recognized overnight courier (such as Federal Express or UPS). Any notice or communication under this Lease shall be sent to the addresses set forth in Section 1.1(n).

**Section 11.15 RECORDING.** Neither this Lease nor any memorandum of this Lease shall be recorded in the public records.

**Section 11.16 ENTIRE AND BINDING AGREEMENT.** This Lease contains the entire agreement between the Parties hereto and Tenant warrants that it has not relied upon any representation other than as contained in this Lease and Landlord relies on this representation as an inducement to enter into this Lease. Tenant represents and warrants that it has had the opportunity to have this Lease reviewed by its professional advisors and this Lease is the joint effort of both Parties expressing their agreement, and that it should not be interpreted in favor of or against either Party merely because of their efforts in its preparation. Except as provided to the contrary herein, this Lease may not be modified in any manner other than by agreement in writing signed by all Parties hereto. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns, except as otherwise expressly provided in this Lease.

**Section 11.17 PROVISIONS SEVERABLE.** If any term or provisions of this Lease or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**Section 11.18 CAPTIONS/TIME.** The captions contained herein are for convenience and reference only and shall not be deemed a part of this Lease or construed as in any manner limiting or exemplifying the terms and provisions of this Lease to which they relate. Time is of the essence.

**Section 11.19 RADON GAS.** Radon gas is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

**Section 11.20 NO OPTION/EXECUTION.** The submission by Landlord to Tenant of this Lease shall be deemed solely for examination purposes only and not for acceptance. Such submission shall have no binding effect and shall not create any rights or impose any obligations upon either Party. The execution of this Lease by Tenant shall be irrevocable. This Lease shall have no binding force and effect unless and until Tenant and Landlord have executed this Lease and a duplicate executed original shall have been delivered by Landlord to Tenant.

**Section 11.21 BROKER.** Tenant represents and warrants to Landlord that it has not dealt with any broker, finder or other person entitled to compensation in connection with this Lease (other than the Broker/s identified in Section 1.1(o) and there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease. Tenant agrees to indemnify, defend, and save Landlord harmless from all liabilities and claims (including legal fees) arising from a breach of the foregoing. The foregoing indemnity shall survive the termination of this Lease.

**Section 11.22 RELOCATION.** Intentionally omitted.

**Section 11.23 WAIVER OF TRIAL BY JURY.** Landlord and Tenant mutually agree that they waive trial by jury in any action, proceeding or counterclaim brought by either Party against the other as to any matters arising out of or in any way connected with this Lease.

**Section 11.24 ACCESS.** Landlord shall have the right (but not the obligation) to enter the Premises at all times upon reasonable prior notice (except in the event of an emergency) to make any repairs and alterations or to inspect or to show the Premises to prospective purchasers or mortgagees. Commencing six

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(6) months prior to expiration of the Term, Landlord may show the Premises to prospective tenants and/or to maintain "For Rent" signs on the Premises.

**Section 11.25 APPLICABLE LAW AND ATTORNEYS' FEES.** This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. If either Party brings an action to enforce the terms of this Lease or declare rights hereunder, the prevailing Party in such action, on trial or appeal, shall be entitled to recover all reasonable costs and expenses (including without limitation court costs and reasonable attorneys' fees) incurred by such prevailing Party from the non-prevailing Party.

Notwithstanding anything herein to the contrary, in no event shall Landlord and or Tenant be liable for indirect, special, consequential, or punitive damages. No trustee, director, officer, employee, representative, shareholder, beneficial owner, or agent of Landlord and or Tenant, nor any of their respective successors and assigns, shall be personally liable in connection with this Lease.

**Section 11.26 COUNTERPARTS.** This Lease may be executed in counterparts, each of which shall be an original, and all of which shall constitute one instrument.

[Signatures on Following Page]

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Landlord and Tenant have agreed to and bound themselves to this Lease as of the Effective Date.

**Landlord:**

**Tenant:**

Amkin Atlantic Square LLC, a Florida limited liability company


Pompano Design LLC, a Florida limited liability company


By:  Signature  
Ramon Lopez, Authorized Signature

By:  Signature  
Richard Chang, CEO


Witnesses to Landlord Signature:

Witnesses to Tenant Signature:

By:  Signature  
Print Name: AUGUSTO ARIZO

By:  Signature  
Print Name: Bryan Benitez

By:  Signature  
Print Name: Johana Ordoñez

By:  Signature  
Print Name: THOMAS J. CAPORASO

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Landlord and Tenant have agreed to and bound themselves to this Lease as of the Effective Date.

**Landlord:**

**Tenant:**

**Amkin Atlantic Square LLC**, a Florida limited liability company

**Pompano Design LLC**, a Florida limited liability company

By: \_\_\_\_\_  
Ramon Llorens, Authorized Signature

By:  \_\_\_\_\_  
Richard Chang, CEO

Witnesses to Landlord Signature:

Witnesses to Tenant Signature:

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Bryan Beaulieu

By: \_\_\_\_\_

By:  \_\_\_\_\_  
THOMAS J. CAPORASO

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**EXHIBIT "A"**

**Legal Description for Atlantic Square**

**Parcel Identification Number: 4943 06 01 0030**

MARSHALLS SUB OF GOV LOTS 1 & 2 6-49-43 B-28 D PT OF LOT 10 LYING W OF C/L SE 28 AVE, LESS N 50, E 25 & W 30 ALL FOR R/W & ALSO LESS S 20 AS DESC IN OR 1219-620 & ALSO LESS POR DESC AS: COMM NW COR OF NE1/4 OF SAID SEC 6,S 50, E 1156.24 TO POB,S 125,E 126.74, NLY 127.15, W 150 TO POB TOG W/ 20' VAC ALLEY AS DESC IN OR 30896-745

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## EXHIBIT "B"

### Site Plan



Note: The outlined area indicates an approximation of the boundary lines of the Lease Premises and is not an exact representation.

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## EXHIBIT "C"

### Description of Landlord's Work and Tenant's Work

#### PREFACE

This Exhibit "C" describes the obligations of Landlord and Tenant for the design and construction of the Premises. Each capitalized term used in this exhibit, which term is defined in the main body of the Lease, shall have the same meaning when used herein.

The work described in Section "A" and Section "B" shall be performed by Landlord, at Landlord's sole cost and expense ("Landlord's Work").

The work described in Section "C" will be performed by Tenant, at Tenant's sole cost and expense ("Tenant's Work"), in accordance with Tenant's Final Plans as approved by Landlord.

The work described in Section "D" will be performed by Landlord, at Tenant's sole cost and expense

In order to insure an orderly and aesthetically coordinated storefront and sign design, plans and drawings for same shall be submitted by Tenant to Landlord for approval as described under Section "E".

Landlord and Tenant have a common interest in opening the Premises as soon as reasonably possible. To this end, Landlord will coordinate its work with Tenant's Work insofar as the work schedule and prudent construction practice will allow.

#### **SECTION "A": LANDLORD'S WORK – BUILDING.**

Repair two (2) roof leaks:

1. SW corner of rentable space
2. Middle of west wall of rentable space

#### **SECTION "B": LANDLORD'S WORK - PREMISES.**

1. Bathrooms delivered in good working order
2. Lights, Electric and Water in good working order
3. AC Serviced and in good working order

#### **SECTION "C": TENANT'S WORK - PREMISES**

All work by Tenant in the Premises shall be performed by contractors approved in advance by Landlord. As one of the conditions for approval, Landlord may require the contractor to procure a payment bond for the benefit of Tenant.

1. **Permits by Tenant:** Tenant shall directly arrange for the procurement of the following at the Tenant's expense:
  - a) all building, plumbing, occupancy and other required permits, copies of which shall be provided to Landlord

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2. **Signs:**  
Tenant is responsible for the supply and installation of all signage, at Tenant's expense. Tenant will be responsible for preparing and submitting sign plans and specifications to Landlord for approval.
3. **Other Work:**  
All other work required in order to operate Tenant's business at the Lease Premises, not expressly included as part of Landlord's Work.
4. **Discipline:**  
Tenant shall enforce strict discipline and good order among the employees of Tenant's contractors and subcontractors.
5. **Character of Employees:**  
Tenant shall not employ any unfit person or anyone not skilled in the work he is performing, or any workman that is incompatible with the workforce or who will cause, or whose presence will cause labor disputes.
6. **Cleaning of Premises:**  
Tenant shall maintain the Premises in a clean and orderly condition during construction and merchandising. Tenant shall promptly remove all unused construction materials, equipment, shipping containers, packaging, debris, and flammable waste from the Shopping Center. Tenant shall contain all construction materials, equipment, fixtures, merchandise, shipping containers and debris within the Premises. The common exterior areas of the Shopping Center shall be kept clear of Tenant's equipment, merchandise, fixtures, refuse and debris at all times. Trash storage within the Premises shall be confined to covered metal containers.
7. **Violations:**  
In the event that Tenant is notified of any violations of codes, ordinance regulations, requirements or guidelines, either by the jurisdictional authorities or by Landlord, Tenant shall, at its expense, correct such violations within such ten (10) days after such notification.
8. **Trash Removal:**  
Tenant is responsible for the removal of all trash and debris at the Premises. Trash storage within the Premises shall be confined to covered metal containers.

**SECTION "D": WORK BY LANDLORD IN THE PREMISES AT TENANT'S EXPENSE. None**

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## EXHIBIT "D"

### Atlantic Square Rules and Regulations

Except as otherwise set forth to the contrary in the Lease, Tenant shall comply with the following Rules and Regulations:

1. Sidewalks, halls, passages, exits, entrances, elevators, escalators and stairways shall not be obstructed by Tenants or used by them for any purpose other than for ingress and egress from their respective Premises. The halls, passages, exits, entrances, elevators and stairways are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation and interests of the Building and its Tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any Tenant normally deals in the ordinary course of such Tenant's business unless such persons are engaged in illegal activities. No Tenant, and no employees or invitees of any Tenant, shall go upon the roof of the building, except as authorized by Landlord.

2. No sign, placard, picture, name, advertisement or notice, visible from the exterior of Premises shall be inscribed, painted, affixed, installed or otherwise displayed by any Tenant either on its Premises or any part of the Building without the prior written consent of Landlord, and Landlord shall have the right to remove any such sign, placard, picture, name, advertisement, or notice without notice to and at the expense of Tenant.

If Landlord shall have given such consent to any Tenant at any time, whether before or after the execution of the Lease, such consent shall in no way operate as a waiver or release of any of the provisions hereof or of such Lease, and shall be deemed to relate only to the particular sign, placard, picture, name, advertisement or notice so consented to by Landlord and shall not be construed as dispensing with the necessity of obtaining the specific written consent of Landlord with respect to any other such sign, placard, picture, name, advertisement or notice.

All approved signs or lettering on doors and walls shall be printed, painted, affixed and inscribed at the expense of the Tenant by a person approved by Landlord.

3. No curtains, draperies, blinds, shutters, shades, screens or other coverings, awnings, hangings or decorations shall be attached to, hung or placed in, or used in connection with any window or door on any Premises without the prior written consent of Landlord. In any event with the prior written consent of Landlord, all such items shall be installed inboard of Landlord's standard window covering and shall in no way be visible from the exterior of the Building. No articles shall be placed or kept in the windowsills so as to be visible from the exterior of the Building. No articles shall be placed against partitions or doors which might appear unsightly from outside Tenant's Premises.

4. Landlord reserves the right to exclude from the Building between the hours of 6:00 p.m. and 8:00 a.m., weekdays, and all hours on Saturdays, Sundays, and holidays all persons who are not Tenants or their accompanied guests in the Building. Each Tenant shall be responsible for all persons for whom it allows to enter the Building and shall be liable to Landlord for all acts of such persons.

Landlord shall in no case be liable for damages for error with regard to the admission to or exclusion from the Building of any person.

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During the continuance of any invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Building by closing the doors, or otherwise, for the safety of Tenants and protection of the Building and property in the Building.

5. No Tenant shall obtain or maintain for use upon its Premises coin operated vending machines or accept barbering or boot-blackening services in its Premises except from persons authorized by Landlord.

6. Each Tenant shall see that all doors of its Premises are closed and securely locked and must observe strict care and caution that all water faucets or water apparatus are entirely shut off before the Tenant or its employees leave such Premises, and that all utilities shall likewise be carefully shut off so as to prevent waste or damage, and for any default or carelessness the Tenant shall make good all injuries sustained by other Tenants or occupants of the Building of Landlord. On multiple tenancy floors, all Tenants shall keep the door or doors to the Building corridors closed at all times except for ingress and egress.

7. No Tenant shall alter any lock or access device or any bolt on any door of its Premises without the prior written consent of Landlord. If Landlord shall give its consent, Tenant shall in each case furnish Landlord with a key for any such lock.

8. No Tenant shall make or have made additional copies of any keys or access devices provided by Landlord. Each Tenant, upon the termination of the tenancy, shall deliver to Landlord all the keys or access devices for the Building, offices, rooms and toilet rooms which shall have been furnished to the Tenant or which the Tenant shall have had made in the event of the loss of any keys or access devices so furnished by Landlord, Tenant shall pay Landlord therefor.

9. The toilet rooms, toilets, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever, including, but not limited to coffee grounds shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant, who, or whose employees or invitees shall have caused it.

10. No Tenant shall use or keep in its Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material other than limited quantities necessary for the operation or maintenance of office equipment. No Tenant shall use any method of heating or air conditioning other than that supplied by Landlord.

11. No Tenant shall use, keep or permit to be used or kept in its Premises any foul or noxious gas or substance or permit or suffer such Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors and/or vibrations or interfere in any way with other Tenants or those having business thereto, nor shall any animals or birds be brought or kept in or about any Premises of the Building.

12. If Tenant requires telegraphic, telephonic, burglar alarm or similar services, it shall first obtain, and comply with Landlord's instructions in their installation.

13. Landlord will direct electricians as to where and how telephones, telegraph and electrical wires are to be introduced or installed. No boring or cutting for wires will be allowed without the prior written consent of Landlord. The location of burglar alarms, telephones, call boxes or other office equipment affixed to all Premises shall be subject to the written approval of Landlord.

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14. No Tenant shall install any radio or television antenna, loudspeaker or any other device on the exterior walls or the roof of the Building. Tenant shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.

15. No Tenant shall lay linoleum, tile, carpet or any other floor covering so that the same shall be affixed to the floor of its Premises in any manner except as approved in writing by Landlord. The expense of repairing any damage resulting from a violation of this rule or the removal of any floor covering shall be borne by the Tenant by whom, or by whose contractors, employees or invitees, the damage shall have been caused.

16. No Tenant shall place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. No Tenant shall mark, or drive nails, screws or drill into, the partitions, woodwork or plaster or in any way deface such Premises or any part thereof.

17. There shall not be used in any space, or in the public areas of the Building, either by Tenant or others, any hand trucks except those equipped with rubber tires and side guards or such other material-handling equipment as Landlord may approve. No other vehicles of any kind shall be brought by any tenant into or kept in or about the Premises.

18. Each Tenant shall store all its trash and garbage within the interior of its Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in this area without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entryways provided for such purposes and at such times as Landlord may designate.

19. Canvassing, soliciting, distributing of handbills or any other written material and peddling in the Building are prohibited and each Tenant shall cooperate to prevent the same. No Tenant shall make room-to-room solicitation of business from other tenants in the Building.

20. Landlord reserves the right to exclude or expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the rules and regulations of the Building.

21. Without the prior written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

22. Tenant shall comply with all energy conservation, safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

23. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

24. The requirements of Tenants will be attended to only upon application at the office of the Building by an authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless upon special instructions from Landlord, and no employees will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.

25. All wallpaper or vinyl fabric materials which Tenant may install on painted walls shall be applied with a strippable adhesive. The use of non-strippable adhesives will cause damage to the walls when materials are removed, and repairs made necessary thereby shall be made by Landlord at Tenant's expense.

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26. Tenant will refer all contractors, contractor's representatives and installation technicians, rendering any service to Tenant, to Landlord for Landlord's supervision, approval, and control before performance of any contractual service. This provision shall apply to all work performed in the Building, including installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building.

27. Tenant shall give prompt notice to Landlord of any accidents to or defects in plumbing, electrical fixtures, or heating apparatus so that such accidents or defects may be attended to properly.

28. Tenant shall be responsible for the observance of all of the foregoing Rules and Regulations by Tenant's employees, agents, clients, customers, invitees and guests.

29. These Rules and Regulations are in addition to, and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any Lease of Premises in the Building.

30. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular Tenant or Tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other Tenant or Tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all Tenants of the Building.

31. Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for safety and security, for care and cleanliness of the Building and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations which are adopted.



**EXHIBIT "E"**

**FF&E (Not Applicable)**

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## **REGULATORY INFORMATION**



**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L24000271298  
FILED 8:00 AM  
June 14, 2024  
Sec. Of State  
wlawrence

**Article I**

The name of the Limited Liability Company is:

POMPANO DESIGN LLC

**Article II**

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

2666 EAST ATLANTIC AVE  
POMPANO BEACH, FL. 33062

The mailing address of the Limited Liability Company is:

224 SE 10TH AVE  
POMPANO BEACH, FL. 33060

**Article III**

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

RICHARD CHANG  
224 SE 10TH AVE  
POMPANO BEACH, FL. 33060

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 CHANG

## **Article IV**

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

Title: CEO  
RICHARD CHANG  
224 SE 10TH AVE  
POMPANO BEACH, FL. 33060

**L24000271298**  
**FILED 8:00 AM**  
**June 14, 2024**  
**Sec. Of State**  
wlawrence

## **Article V**

The effective date for this Limited Liability Company shall be:

06/15/2024

Signature of member or an authorized representative

Electronic Signature: RICHARD CHANG

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.





# Certificate of Registration

DR-11  
R. 10/23

Issued Pursuant to Chapter 212, Florida Statutes

16-8019583966-6	09/05/24
Certificate Number	Registration Effective Date

This certifies that

POMPANO FURNITURE AND DESIGN  
 POMPANO DESIGN, LLC  
 2666 E ATLANTIC BLVD  
 POMPANO BEACH FL 33062-4940

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.



**This is your Sales & Use Tax Certificate of Registration. Detach and Post in a Conspicuous Place.**



**Notify the Department immediately** if you change your:

- business name;
- mailing address;
- location address within the same county; or
- close or sell your business.

You can also notify the Department when you temporarily suspend or resume your business operations. The quickest way to notify the Department is by visiting [floridarevenue.com/taxes/updateaccount](http://floridarevenue.com/taxes/updateaccount).

**Submit a new registration (online or paper)** when you:

- move your business location from one Florida county to another;
- add another location;
- purchase or acquire an existing business; or
- change the form of ownership of your business.

**Below is your Florida Annual Resale Certificate for Sales Tax. New dealers who register after mid-October are issued annual resale certificates that expire on December 31 of the following year. These certificates are valid immediately.**



DR-11R, R. 10/23



# 2024 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/23

**This Certificate Expires on December 31, 2024**

Business Name and Location Address

POMPANO FURNITURE AND DESIGN  
 POMPANO DESIGN, LLC  
 2666 E ATLANTIC BLVD  
 POMPANO BEACH FL 33062-4940

Certificate Number

16-8019583966-6

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as commercial real property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing
- Re-rental as tangible personal property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Resale of services

**Florida law provides for criminal and civil penalties for fraudulent use of a Florida Annual Resale Certificate.**



Date of this notice: 06-14-2024

Employer Identification Number:  
99-3529676

Form: SS-4

Number of this notice: CP 575 A

POMPANO DESIGN LLC  
POMPANO FURNITURE SHOWROOM  
% RICHARD CHANG SOLE MBR  
2666 E ATLANTIC BLVD  
POMPANO BEACH, FL 33062

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 99-3529676. 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 940	01/31/2025
Form 944	01/31/2025

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, 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.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit [www.irs.gov/mefbusproviders](http://www.irs.gov/mefbusproviders) for a list of companies that offer IRS e-file for business products and services.

**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 POMP. 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](http://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 A (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 A

9999999999

Your Telephone Number ( ) - \_\_\_\_\_ Best Time to Call \_\_\_\_\_

DATE OF THIS NOTICE: 06-14-2024  
EMPLOYER IDENTIFICATION NUMBER: 99-3529676  
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023  
|||

POMPANO DESIGN LLC  
POMPANO FURNITURE SHOWROOM  
% RICHARD CHANG SOLE MBR  
2666 E ATLANTIC BLVD  
POMPANO BEACH, FL 33062



## Detail by Entity Name

Florida Limited Liability Company  
POMPANO DESIGN LLC

### Filing Information

Document Number	L24000271298
FEI/EIN Number	NONE
Date Filed	06/14/2024
Effective Date	06/15/2024
State	FL
Status	ACTIVE

### Principal Address

2666 EAST ATLANTIC AVE  
POMPANO BEACH, FL 33062

### Mailing Address

224 SE 10TH AVE  
POMPANO BEACH, FL 33060

### Registered Agent Name & Address

CHANG, RICHARD  
224 SE 10TH AVE  
POMPANO BEACH, FL 33060

### Authorized Person(s) Detail

#### **Name & Address**

Title CEO

CHANG, RICHARD  
224 SE 10TH AVE  
POMPANO BEACH, FL 33060

### Annual Reports

**No Annual Reports Filed**

### Document Images

[06/14/2024 -- Florida Limited Liability](#)

[View image in PDF format](#)