



P. O. Drawer 1300
Pompano Beach, FL 33060

Phone: (954) 786-5535
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COVERSHEET

Date: June 16, 2015

To: Pompano Beach CRA Board

From: Victoria Vitale, Project Coordinator

Subject: Notarized Signature Page for The Foundry, LLC, (SIP) Incentive Program

It is anticipated that the notarized signature page for The Foundry, LLC, located at 2781 E. Atlantic Blvd. will be provided on or by Tuesday, June 16, 2015. If the CRA does not receive the notarized signature pages by the CRA Board meeting time, this item will be pulled from the June 16, 2015, CRA Board Agenda.

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

Meeting Date: 6/16/15

Agenda Item 1

REQUESTED CRA BOARD ACTION:

Resolution(s) Consideration Approval Other

SHORT TITLE OR MOTION: A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A STRATEGIC INVESTMENT PROGRAM (SIP) GRANT AGREEMENT BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND THE FOUNDRY, LLC FOR THE PROPERTY LOCATED AT 2781 EAST ATLANTIC BOULEVARD; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PUROPSES.

Summary of Purpose and Why:

This item proposes to approve the Strategic Investment Program (SIP) application and grant for The Foundry, LLC, to enhance the interior of the property located at 2781 E. Atlantic Boulevard. These improvements will include a full interior build-out, a new raw bar, ice displays, and bar area. These improvements are associated with the new business that will be opening in the currently vacant property. The estimated interior renovations project cost is \$633,668 and staff recommends approval of the maximum grant award of \$50,000. The applicant expects the total cost of opening the new restaurant is \$1.3 million. It is expected that improvements will illustrate a significant visual and economic impact to the East CRA district.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Victoria Vitale Ext. 7867
- (3) Expiration of contract, if applicable: 6/16/2017
- (4) Fiscal impact and source of funding: \$50,000; Account 314-1960-539.83-42

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER
<u>CRA Attorney</u>	<u>6/8/15</u>	<u>Approval</u>	<u>6/8/15 Email</u>

- CRA Executive Director
- CRA Director
- Finance Director

Chris Brown
S. Sible

ACTION PREVIOUSLY TAKEN BY CRA BOARD:

<u>Resolution Results:</u>	<u>Consideration Results:</u>	<u>Other Results:</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____



P. O. Drawer 1300
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Phone: (954) 786-5535
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MEMORANDUM

Date: June 16, 2015

To: CRA Board

From: Victoria Vitale, Project Coordinator

Subject: SIP Application for The Foundry, LLC located at 2781 E. Atlantic Blvd.

I. Agenda Item

Strategic Investment Program (SIP) application from The Foundry, LLC, the new business that will be operating an innovative American cuisine restaurant at 2781 East Atlantic Boulevard. Frank Greico and Hansa Patel are Managing Members.

II. Recommendation

The total estimated cost of the interior renovations is \$633,668, however the total project cost will be \$1,360,668.00. This incentive request is based on the total interior renovation costs for the property located at 2781 E. Atlantic Boulevard. Staff recommends approval of maximum award amount of \$50,000 from the CRA's Strategic Investment Program (SIP).

<i>Name of Program</i>	<i>Total Project Cost of Improvements</i>	<i>Incentive Program Contribution</i>	<i>Private Contribution</i>	<i>Other Public Contribution</i>
Facade				
SIP	633,668	\$50,000	583,668	
SISP				
REDA				
Capital Improvement				
Merchant Assistance				
Mini Merchant Assistance				
Relocation				
TOTALS	\$ 633,668	\$50,000	\$583,668	



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III. Background

In September 2009, the CRA Board formally adopted the Strategic Finance Plan for the Pompano Beach East CRA district. The plan identified implementation priorities as an important component of the redevelopment strategy. As additional inducement for improvement of visual appearance of existing structures, the CRA created incentive programs specifically crafted to address the investment obstacles within the CRA district. As with any redevelopment program, the bulk of the public investment will be in the form of incentives in the beginning stages of the redevelopment program, leveling off as market conditions improve and fewer incentives are needed to attract private investment dollars.

The CRA has received an incentive program application from The Foundry, LLC, for the Strategic Investment Program (SIP) offered through the CRA for the property located at 2781 E. Atlantic Boulevard. The SIP is available for interior aesthetic improvements and tenant improvements to existing commercial buildings. The Foundry, LLC, signed a lease for the property in August, 2013, with a term of 20 years. The Foundry, LLC, will build a “go-to” venue for innovative American cuisine and incredible ambience in Pompano Beach in a building that has been vacant since 2013.

The Foundry’s renovations include an interior build-out that has a décor theme leading the imagination to believe that an abandoned foundry that was converted into a restaurant that has been found. The restaurant will feature a raw bar, which is a centerpiece of the restaurant. Guests may be seated at the bar, or just take a look at the ice displays to see which seafood items are being featured that day. The restaurant will allow seating for over 200 guests and the aesthetic features will include 100-year old brick, wood from an 1800’s tobacco factory, early 1900’s lighting fixtures, and other found artifacts that add authenticity to the size of the space. The restaurant will be modern and offer guests many eating options and will cater to the needs of the patrons.

Please note that although all application materials were received, CRA staff found a prior code violation that was not resolved; however, The Foundry, property owners, and the property management company are in the process of resolving any outstanding violations. A date with the Magistrate to resolve this is set for June 24, 2015. This application was unanimously approved by the ECRA Advisory Committee on June 4, 2015.

RESOLUTION NO. _____

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A STRATEGIC INVESTMENT PROGRAM (SIP) GRANT AGREEMENT BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND THE FOUNDRY, LLC RELATING TO THE PROPERTY LOCATED AT 2781 EAST ATLANTIC BOULEVARD; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Strategic Investment Program (SIP) Grant Agreement between the Pompano Beach Community Redevelopment Agency and The Foundry, LLC relating to the property located at 2781 East Atlantic Boulevard (the Agreement), a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. The proper officials are hereby authorized to execute the Agreement, together with such other documents as may be required to effectuate the Agreement.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of June, 2015.

LAMAR FISHER, CHAIRPERSON

ATTEST:

MARGARET GALLAGHER, SECRETARY

**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY
STRATEGIC INVESTMENT PROGRAM (SIP) GRANT AGREEMENT**

Contract No.: ECRA-SIP 2-15

THIS POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY STRATEGIC INVESTMENT PROGRAM GRANT AGREEMENT (the "Agreement") is made and entered into this _____ of _____, 2015, by and between the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, under Part III, Chapter 163, Florida Statutes, 100 W. Atlantic Blvd., Room 276, POMPANO BEACH, FL 33060 (the "CRA"), and **The Foundry, LLC, a Florida limited liability company**, with an address of **2781 E. Atlantic Blvd., Pompano Beach, Florida, 33062** (the "GRANTEE").

WITNESSETH:

WHEREAS, the CRA undertakes activities for redevelopment and to remedy blight in the Community Redevelopment Areas of the City of POMPANO BEACH; and

WHEREAS, in furtherance of its goals, the CRA adopted redevelopment incentive programs to provide grants to eligible recipients; and

WHEREAS, the GRANTEE owns a business in the Pompano Beach Redevelopment Area, and has applied for a grant under the Strategic Investment Program (SIP); and.

WHEREAS, the CRA wishes to enter into an Agreement with the GRANTEE to provide a grant for property improvement and to define the relationship between the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the value of which is hereby acknowledged by both parties, the parties agree as follows.

SECTION 1. RECITALS

The recitals set forth above are incorporated herein and made a part of this Agreement.

SECTION 2. THE PROPERTY

2.1 The Property is owned or leased by GRANTEE. The property is located at **2781 East Atlantic Boulevard, Pompano Beach, Florida, 33062**, legally described as:

HARBOR VILLAGE SEC A 28-34 B LOT 1 BLK 1

2.2 GRANTEE shall provide proof of long-term lease or ownership of the Property and the status of the business, satisfactory to CRA, prior to disbursal of any funds by CRA.

SECTION 3. THE GRANT

- 3.1 The CRA hereby awards GRANTEE a sum not to exceed **Fifty Thousand and 00/100 Dollars (\$50,000.00)** (the "Grant"). The full amount of the Grant shall be used solely for tenant improvement interior renovation to The Property. The use of all funds shall be governed by the Application and the Renovation Proposal attached and attached and incorporated herein as composite Exhibit "A" (collectively, the "Scope of Work.").
- 3.2 The CRA's obligation is limited to awarding the Grant. The CRA does not assume any liability for GRANTEE'S personnel decisions, business decisions or policies, including but not limited to the hiring of staff, paying of staff salaries or the expenditure of overhead costs.
- 3.3 Changes in the use of the Grant proceeds or amendments to the project's budget must be approved, in writing, by the City Administrator or CRA's Executive Director. Requests for changes must be in writing by the GRANTEE to the CRA Executive Director and include a detailed justification for the request.
- 3.4 As security for GRANTEE'S performance hereunder, GRANTEE shall, at the discretion of the CRA's Executive Director, execute a Promissory Note, a Mortgage and Security Agreement, a Restrictive Covenant and/or a Guaranty in favor of CRA (the "Grant Documents"), all of which shall be cancelled upon full compliance with the terms of said documents by GRANTEE.
- 3.5 All disbursements of the Grant proceeds shall be made on a reimbursement basis according to the "Project Description" outlined in the Strategic Investment Program application attached hereto as composite Exhibit "A". Grant funds may be used solely for interior capital improvements to The Property and are subject to the CRA's receipt of documentation establishing prior payment by the GRANTEE of improvements, including receipts, invoices, canceled checks, and such other documents as the CRA may require. The submissions for reimbursements must be submitted to the CRA Executive Director and shall include a letter summarizing the funding request. Disbursements of the Grant proceed may be made on a reimbursement basis or paid directly to the Service Provider, in accordance with the Scope of Services attached to application and provided applicant first approves of payment to Service Provider.

SECTION 4. INSURANCE

- 4.1 The Grant awarded to GRANTEE is subject to the following Insurance requirements:
 - 4.1.1 The CRA's receipt of an original certificate of insurance for the following forms of insurance:

- 4.1.2 Worker's Compensation insurance for all employees of the GRANTEE, as required by Chapter 440, Florida Statutes, as may be amended from time to time.
- 4.1.3 Public Liability insurance annually in an amount not less than \$300,000 combined single limits per occurrence for bodily injury and property damage which lists the CRA as an additional insured.
- 4.1.4 The insurance coverage required must include those classifications listed in standard liability insurance manuals, which most nearly reflect the operations of the GRANTEE.
- 4.1.5 Companies issuing all insurance policies required above must be authorized to do business under the laws of the State of Florida, with the following qualifications:
- 4.1.6 The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance and be a member of the Florida Guaranty Fund;
- 4.1.7 Certificates of Insurance must provide that the GRANTEE will make no material adverse change, cancellation, or non-renewal of coverage without thirty (30) days advance written notice to the CRA.

SECTION 5. SCOPE OF WORK

- 5.1 Grantee shall use funds provided in accordance with the Application and the Renovation Proposal(s) attached and incorporated herein as composite Exhibit "A" (collectively, the "Scope of Work.").
- 5.2 Any amendments to composite Exhibit "A" desired by GRANTEE shall be submitted in writing to the CRA Executive Director. Amendment must be accompanied by written justification and must be approved by the CRA Executive Director in writing before the amendment becomes effective.

SECTION 6. TERM, COMMENCEMENT AND COMPLETION DATES

- 6.1 The Effective Date of this Agreement shall be the date of execution by the last of the parties.
- 6.2 The Term of this Agreement shall be for twenty four (24) months from the Effective Date.
- 6.3 Work provided in the Scope of Work shall commence on or before **June 16, 2016**, and shall be fully completed not later than 60 days prior to the end of the Term of this Agreement.

SECTION 7. RECORDS

- 7.1 INSPECTION. All of GRANTEE'S books and records and documents related to the grant must be made available for inspection and/or audits by the CRA and any other organization conducting reviews for the CRA upon 24 hours notice throughout the Term of this Agreement. In addition, GRANTEE must retain all records related to the grant in proper order for at least three (3) years following the expiration of the Agreement. The CRA shall have access to such records, for the purpose of inspection or audit during the three (3) years period. This Section shall survive the expiration of this Agreement.
- 7.2 ~~AUDITED FINANCIAL STATEMENT. The GRANTEE shall submit an annual Audited Financial Statement to the CRA for any fiscal year for which grant funds are received or expended, within ninety (90) days following the close of the fiscal year. This Section shall survive the expiration of this Agreement.~~

SECTION 8. SPECIAL CONDITIONS

- 8.1 CESSATION OF OCCUPANCY OR OWNERSHIP. In the event the GRANTEE sells, ceases to own or occupy the Property during the "Restrictive Period" provided in the Restrictive Covenant associated herewith, or, in the absence of a Restrictive Covenant, two years from the date of completion of improvements, GRANTEE shall repay the full amount of the grant to the CRA and any unadvanced portion of the Grant shall be retained by the CRA. The determination that GRANTEE has sold, ceased to own or occupy the Property shall be made solely by the CRA. Additionally, sale, cessation of ownership or occupancy constitutes an event of default for which all other default provisions of this Agreement shall apply, including but not limited to those provided in Section 9 below. This provision shall survive termination or expiration of this agreement.
- 8.2 MATERIAL CHANGE OF CIRCUMSTANCES. GRANTEE shall immediately notify the CRA of any material change of circumstances of the project. For the purpose hereof, material change of circumstances shall include, but not be limited to, the failure of the GRANTEE to diligently and actively pursue commencement or completion the Scope of Work, failure to fulfill the terms of this agreement or the other Grant Documents, cessation of occupancy, sale or transfer of ownership of the business or the property, voluntary or involuntary bankruptcy or an assignment for the benefit of creditors. A material change of circumstances shall constitute a default under this agreement for which the CRA shall have the right to pursue any remedy provided in this agreement or the other Grand Documents, or by law or in equity.
- 8.3 ASSIGNMENT. GRANTEE shall not assign, transfer, or otherwise dispose of any of its rights or obligations under this Agreement without prior written consent of the CRA.
- 8.4 RULES, REGULATIONS AND LICENSING REQUIREMENTS. GRANTEE and its staff must possess the licenses and permits required to conduct its affairs including federal, state, city and county. In addition, GRANTEE shall comply with all, laws, ordinances and regulations applicable to carrying out the Scope of

Work including, but not limited to, conflicts of interest, building, zoning, land and property use regulations.

- 8.5 PERSONNEL. GRANTEE shall notify the CRA of all changes in personnel within five (5) working days of the change. All personnel of the GRANTEE are solely employees of the GRANTEE and not employees or agents of the CRA.
- 8.6 INDEMNIFICATION. GRANTEE shall indemnify and hold harmless the CRA and the City of POMPANO BEACH, Florida, and their Board or Commission members, employees or agents from any claims, liability, losses and causes of action that may arise out of any activity related to this Agreement or GRANTEE'S use of the funds. GRANTEE will pay all claims and losses of any nature related to this Agreement or GRANTEE'S use of the funds, and will defend all suits, in the name of the CRA when applicable, and will pay all costs and judgments that may issue from it, except those caused by the sole negligence of CRA employees or officers. The GRANTEE recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the CRA in support of the obligation in accordance with the laws of the State of Florida. Nothing herein shall be construed to waive any of the CRA's rights set forth in Section 768.28, Florida Statutes. This paragraph shall survive the termination of this Agreement. Nothing contained in this Agreement shall be deemed a waiver of sovereign immunity by the CRA.
- 8.7 NOTICES. All notices required in this Agreement if sent to the CRA shall be mailed to:

POMPANO BEACH Community Redevelopment Agency
100 W. Atlantic Blvd.
P.O. Box 1300
POMPANO BEACH, Florida 33060
Attn: Executive Director

And to:

POMPANO BEACH City Attorney's Office
100 W. Atlantic Blvd.
P.O. Box 1300
POMPANO BEACH, Florida 33060

All written notices if sent to the GRANTEE shall be mailed to the address in paragraph one of page one above.

- 8.8 NONDISCRIMINATION. GRANTEE represents and warrants to the CRA that GRANTEE does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with GRANTEE'S performance under this Agreement on account of race, gender, religion, color, age, disability, national origin, marital status, familial status, sexual orientation or political affiliation. GRANTEE further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or

national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

- 8.9 ADA REQUIREMENTS. GRANTEE must meet all the requirements of the Americans With Disabilities Act (ADA), which includes posting a notice informing GRANTEE'S employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.
- 8.10 INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, the GRANTEE shall be and act as an independent contractor. At no time shall GRANTEE be considered an agent or partner of the CRA.
- 8.11 COSTS. GRANTEE shall obtain and pay for all permits, licenses, federal, state and local taxes chargeable to its operation.
- 8.12 ENTIRE AGREEMENT. This Agreement expresses the entire agreement of the parties and no party shall be bound by any promises or representations, verbal or written, made prior to the date hereof which are not incorporated herein.
- 8.13 MODIFICATION. This Agreement may not be modified, except in a writing signed by all parties hereto.
- 8.14 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and all legal actions necessary to enforce the Agreement shall be held in Broward County, Florida, or, if Federal, said action shall be brought in the Southern District of Florida. If any legal action or other proceeding is brought for the enforcement of this Agreement, the successful prevailing party or parties shall be entitled to recover reasonable attorneys' fees and court costs.
- 8.15 WAIVER OR BREACH. It is hereby agreed by the parties that no waiver or breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any covenant.
- 8.16 PLEDGES OF CREDIT. GRANTEE shall not pledge the CRA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.
- 8.17 SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- 8.18 SUCCESSORS AND ASSIGNS. The GRANTEE binds itself and its partners, successors, executors, administrators and assigns to the CRA, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA which may be a

party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the GRANTEE

- 8.19 AGENTS. Should a GRANTEE choose to engage the services of an agent (individual or company) to assist/represent applicant in this aspect of the process, the expenses for the agent's service will be borne by the GRANTEE. Such expenses are not reimbursable under the terms of any of the CRA's incentive programs. CRA funds cannot be applied to services other than architecture, engineering, etc. related to the construction of the interior or exterior of the building. The CRA hereby represents and warrants that the CRA has dealt with no Agent and GRANTEE agrees to hold CRA harmless from any claim or demand for commissions made by or on behalf of any agent or representative of GRANTEE in connection with this application for improvements to GRANTEE'S property.

SECTION 9. DEFAULT AND REMEDIES.

- 9.1 GRANTEE'S DEFAULT. GRANTEE'S failure to comply with any of the provisions of this Agreement, or sale of the property by Owner shall constitute a default upon the occurrence of which the CRA may, in its sole discretion, (i) withhold, temporarily or permanently, all, or any unpaid portion of the grant upon giving written notice to GRANTEE, and/or (ii) terminate this Agreement and demand a full refund of the Grant. Upon default as provided herein the CRA shall have no further obligations to GRANTEE under this Agreement.
- 9.2 REPAYMENT OF FUNDS. GRANTEE shall repay the CRA for all unauthorized, illegal or unlawful expenditure of funds, including unlawful and/or illegal expenditures discovered after the expiration of this Agreement. GRANTEE shall also reimburse the CRA in the event of default hereunder, in the event any funds are lost or stolen, if work was not completed as provided in the Scope of Work and the budget attached hereto as composite Exhibit "A" or the Property is sold or vacated by GRANTEE. Any portion of the grant which is to be repaid to the CRA shall be paid by delivering a cashier's check for the total amount due, payable to the POMPANO BEACH Community Redevelopment Agency, within thirty (30) days of the CRA'S demand therefore.
- 9.3 TERMINATION OF THIS AGREEMENT. The CRA may terminate this Agreement with or without cause or for its convenience. Termination of this Agreement by the CRA shall relieve the CRA of any further obligations hereunder. Such termination shall not release GRANTEE from its obligations under this Agreement including, but not limited to, obligations relating to the completion of activities funded while the Agreement was in effect but not completed prior to the date of termination, or repayment of any funds GRANTEE is obligated to repay.
- 9.4 LIMITATION ON RIGHTS AND REMEDIES. Nothing contained herein shall be construed as limiting or waiving any rights of the CRA to pursue any remedy which may be available to it in law or in equity. Nothing contained herein shall

act as a limitation of the CRA's rights in the event that GRANTEE fails to comply with the terms of this Agreement.

- 9.5 CRA'S DEFAULT. In the event the CRA fails to comply with the terms of this Agreement, GRANTEE shall provide the CRA with notice detailing the nature of the default, whereupon the CRA shall have thirty (30) days within which to initiate corrective actions and ninety (90) days within which to cure the default. Should the CRA fail to cure the default, GRANTEE'S sole remedy is to terminate this Agreement. The effective date of any such termination shall be the date of the notice of termination given by GRANTEE to the CRA.

[REMAINDER INTENTIONALLY LEFT BLANK]

In the Presence of:

REDEVELOPMENT AGENCY

By: _____

Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Margaret Gallagher, Secretary

Print Name: _____

EXECUTIVE DIRECTOR:

Redevelopment Management Associates, LLC
a Florida limited liability company

By: MetroStrategies, Inc., a Florida corporation
a managing member

Print Name: _____

By: _____

Kim Briesemeister, President

and

Print Name: _____

By: _____

Christopher J. Brown
a managing member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Margaret Gallagher, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Kim Briesemeister, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Christopher J. Brown, as Managing Member of Redevelopment Management Associates, LLC, on behalf of the limited liability company. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT "A"
INCENTIVE APPLICATION PACKAGE

**THE FOUNDRY, LLC.
2781 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA**

**STRATEGIC INVESTMENT PROGRAM (SIP)
APPLICATION**

**BUSINESS PLAN
OWNERSHIP INFORMATION**

The
Foundry,
LLC

2015

The entrepreneur always searches for change,
responds to it, and exploits it as an opportunity.
Peter Drucker

Confidential
Business Plan

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INTRODUCTION

The Foundry, LLC (“The Foundry”) will be organized as a privately-held limited liability company in Florida. The Foundry, a high-end American cuisine restaurant, will be located at 2781 Atlantic Boulevard, steps from South Florida’s infamous Intracoastal Waterway. The Foundry will strive to provide its customers with a world-class experience in terms of both food and design and will feature Executive Chef, John Broz, Jr.

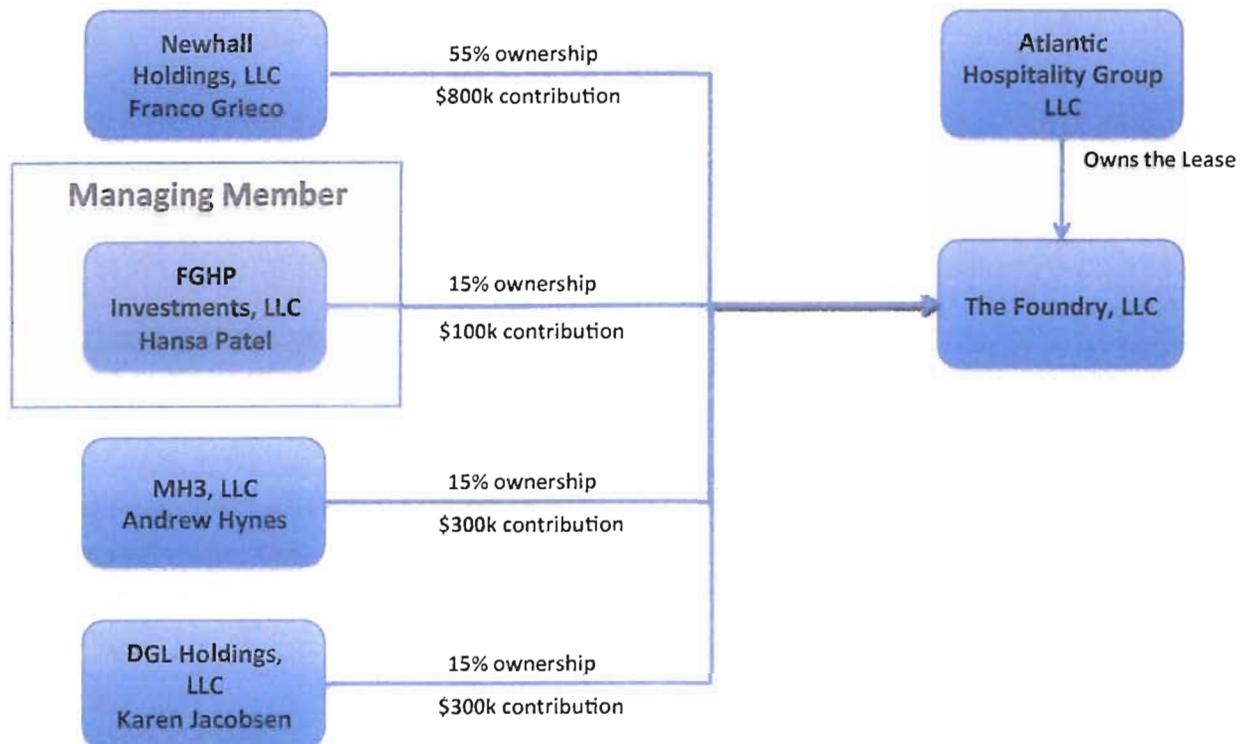
The restaurant business is highly competitive and it is admittedly challenging to gain a foothold within the industry. Fortunately, The Foundry already has a leg-up due to its location, chef John Broz, Jr., exceptional foods, superior customer service and unique nightlife offerings. The Foundry will aggressively follow its marketing plan, as outlined herein, in an effort to rapidly establish a position in the upscale restaurant industry in South Florida.

Accordingly, once established, The Foundry expects to quickly become known as a “go-to” venue for innovative American cuisine and incredible ambience in Pompano Beach. All of this can be accomplished due to the combined strength of The Foundry’s Partners and Management Team, the substantial financial investment into the business, and the premium location of the restaurant. The modern, industrial concept will strengthen the pull the restaurant anticipates it will have upon locals and tourists alike, enabling The Foundry to steadily grow over the next five years.

COMPANY INFORMATION

The Foundry was established as a Florida Limited Liability Company on October 1, 2013, with four members – Newhall Holdings with 55% ownership, FGHP Investments with 15% ownership, MH3 with 15% ownership and DGL Holding with 15% ownership.

Below is a chart depicting the relationships between the involved entities (page 4):



MISSION, OBJECTIVES, & KEYS TO SUCCESS

Mission

The Foundry's mission is to develop a world-class restaurant that provides the customer with a unique and tantalizing experience in both design and food, and which features a renowned Executive Chef.

The Foundry will offer delicious, quality food and superior nightlife in an unforgettable, modern, upscale venue. The restaurant will feature modern American cuisine with a top-of-the-line bar, gourmet pizzas, a raw bar and an outdoor lounge featuring an alfresco dining area and fire pit. The Foundry intends to become known throughout South Florida and to the tourists that visit for its innovative menu and nightly entertainment. The local guests who will frequent The Foundry for dinner in Pompano Beach will produce a buzz about the restaurant, which will pave the way to it becoming a "go to" restaurant for a truly unique dining experience.

Objectives

The Foundry's main objectives include:

- Launch the venue with a highly-publicized "grand opening" event in the summer of 2015;
- Maintain tight control of costs, operations and cash flow through diligent management and automated computer control;
- Maintain food and alcohol cost below 33% of food revenue;
- Grow annual sales to exceed \$5 million by the second year; and
- Develop a broad and loyal clientele within the first year of operations through superior customer service, quality food, and an entertaining venue.

Keys to Success

To enhance the likelihood of achieving the above-referenced objectives, The Foundry has identified several keys to its success:

- Provide exceptional, professional service that leaves an impression.
- Offer consistent high quality food from a well-known executive chef.
- Choose a location of high interest and demand, such as the Intra-coastal waterway.
- Manage finances and cash flow to enable upward capital growth.
- Control costs at all times without exception, but not at the expense of quality.
- Implement a comprehensive promotional and advertising/marketing plan and continuously review and revise the plan to meet changing demand.
- Hire professional and knowledgeable staff experienced in the industry.
- Permeate the community through outreach, charitable activities, and charitable donations.

Each of these keys has equal importance in The Foundry's strategic direction and operations.

COMPANY VISION & SOLUTIONS:

Upscale dining in the U.S. is significant, with significant forecasted growth due to the strength of the economy:

The Single Location Full-Service Restaurants industry's growth is expected to continue over the next five years as consumers allocate a greater proportion of their budgets to meals outside the home. Restaurants will benefit as the economy improves and unemployment rates decline, leading to more consumer indulgences, such as dining out. Over the five years to 2019, consumer spending is expected to increase at an average annual rate of 2.8%, representing a faster rate of growth than the previous five years. Consumer confidence, a leading indicator for spending patterns, is also expected to enjoy a healthy uptick as the recession becomes a distant memory. As a result of these trends, industry revenue is projected to increase at an average annual rate of 2.5% to \$160.3 billion.¹

Based on the foregoing, it is clear that the prospect of opening a high-end restaurant and lounge in the U.S. remains timely.

THE PRESIDENT'S & EXECUTIVE CHEF'S PAST EXPERIENCE AND PROPOSED ROLES

Frank Grieco, Managing Partner

Mr. Frank Grieco, a Canadian national, studied at George Brown College in Toronto, Ontario with a focus on health and fitness. Following college in 1980, he served as the Food and Beverage Program Manager for Hilton Hotels in Toronto, Canada. In this position, Mr. Grieco was responsible for maintaining proper food and beverage inventories, employee hiring and training, menu planning, and monitoring the standards by which food was prepared.

¹ IBISWorld Industry Outlook Report, *Single Location Full-Service Restaurants*, 2014, located at <http://clients1.ibisworld.com/reports/us/industry/industryoutlook.aspx?entid=1678>

In 1981, Mr. Grieco purchased 15 health clubs in Toronto including Yorkville Fitness, Victory Fitness, and World Gym. The health clubs served over 2,500 members per location and had more than 400 employees. Mr. Grieco was responsible for strategic planning, daily operations, sales and marketing, customer service, human resources and the financial performance of each club. He served as owner of the 15 health clubs until 2005 when he sold the facilities and became a commercial investor in Ontario with an estimated value of \$1.4M.

Mr. Grieco's professional career reflects over 20 years of executive-level management, entrepreneurship, marketing, business analysis, and investing. Mr. Grieco served as key decision maker in start-up, entrepreneurial, and expansion environments. Leadership has been foundational in niche health and fitness environments, each time where the results were beyond stated projections. He brings vast experience in the investing, sales and marketing side of the business, as well as superior financial and analytical expertise to the company. Some of Mr. Grieco's accomplishments include:

- Spearheaded and established 15 health and fitness clubs in Metropolitan Toronto, Ontario that generated over \$1M in revenue within one year.
- Proven success in reducing costs; producing substantial profits, even in declining and competitive markets; developing new procedures; problem solving; negotiating; communicating; and motivating employees.
- Innovative problem solver and effective communicator with out-of-the box mentality who develops quality management, marketing, and sales teams.

Mr. Grieco's experience will make him a vital part of The Foundry's development. In his executive-level management position, he will be instrumental in directing and overseeing all aspects of the business's day-to-day operations. He will be primarily responsible for financial oversight and statistical metrics to ensure the company is operating at peak efficiencies. He will prepare the yearly budget, perform internal control procedures in accordance with applicable policies and regulations, and develop strategies for the direction and success of the restaurant. Mr. Grieco will perform corporate governance functions and assure compliance with all legal requirements for the company. He will also be the point person for all strategic partner relationships as well as client development efforts. Mr. Grieco will be ultimately responsible for ensuring that The Foundry is efficiently run, meets customer needs, and grows steadily over the next few years. Accordingly, Mr. Grieco's role will have a direct impact upon The Foundry's profitability, and will be critical to its success.

Hansa Patel, Managing Partner

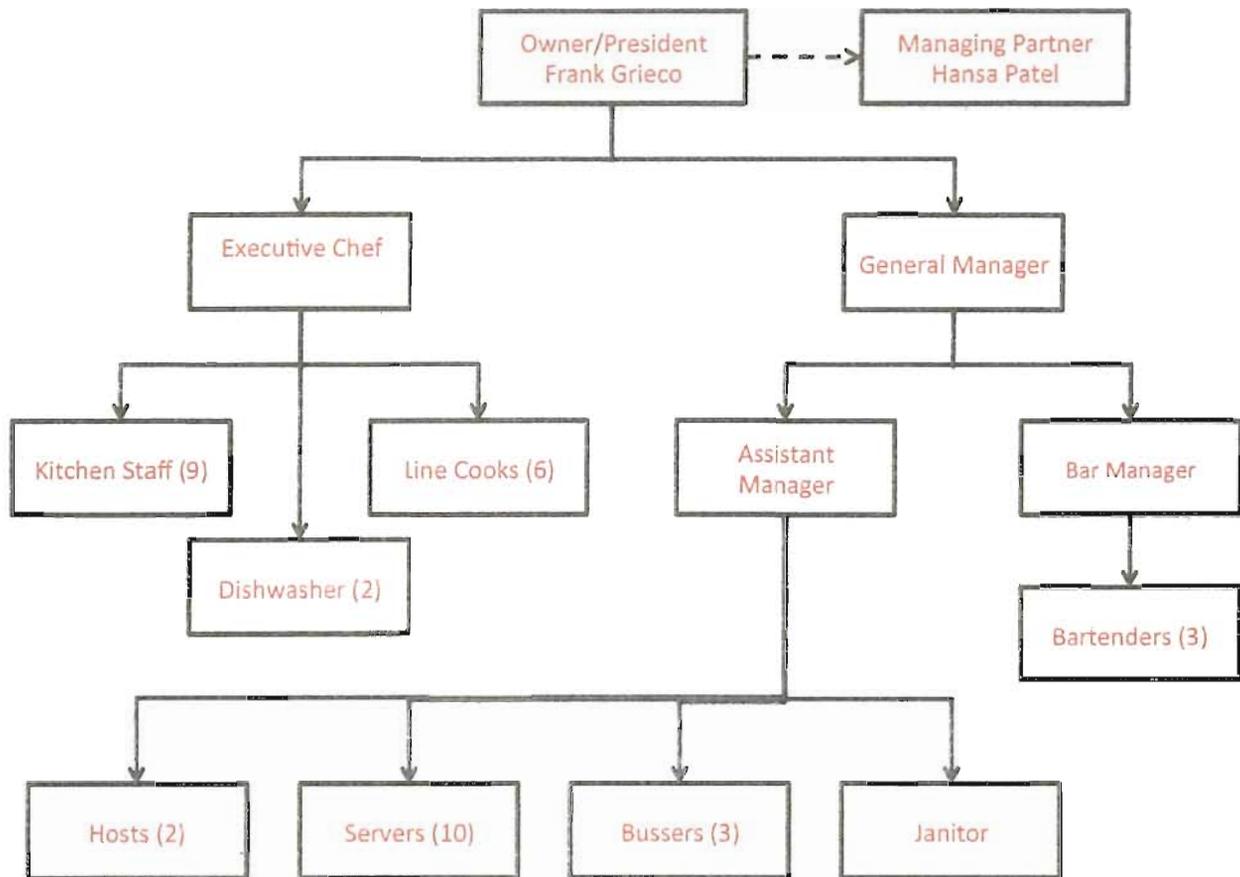
Hansa is currently an owner and manager of The Vega Lounge, Vega Wine & Spirits, and Vega Cigars in Pompano Beach, FL. These three locations are run under Shive, Inc. Shive, Inc. has been in business since 1986. Shive, Inc. has grown in nearly 30 years to a staff of 10 employees to produce over \$1.2 million in annual revenues. Hansa will be responsible for ordering the wines from various vendors for The Foundry Restaurant in Pompano Beach, FL.

John Broz, Jr. Executive Chef

Chef John Broz, Jr. grew up in a restaurant family. His family is from the Czech Republic, formally known as Czechoslovakia. His family still owns and operates Hotels and Restaurants in the Bohemia Area. Chef Broz is graduate of Johnson and Wales College in Providence RI, and has his degree in Hotel and Restaurant Administration at Florida State University in Tallahassee, FL. Chef Broz has over 30 years of hospitality industry experience with corporations such as Ruth's Chris Steak House, Outback, Darden, and Lettuce Entertain You Group. He learned at an early age through his European up bringing that fresh quality ingredients are the best. Chef Broz aspires to bring this same farm fresh concept to The Foundry, where fresh, local harvest is cooked to perfection.

PROPOSED STAFFING & ORGANIZATIONAL CHART

Managing Partners of The Foundry have the duty to hire sufficient staff to maximize productivity and efficiency of The Foundry as it grows. During the first full year of post-visa operations, the company plans to hire many servers to work the bar, serve food, clean, run the restaurant and cook. Below is the proposed organizational chart of The Foundry. These positions are expected to be fulfilled prior to opening:



A brief description of the duties of the above-noted proposed employees is as follows:

Managing Partner – Frank Grieco

Salary: Company profits are imputed to owner

Partner Duties:

- Set company's strategic policies and objectives
- Direct, plan, or implement policies, objectives, or activities of organizations or businesses to ensure continuing operations, to maximize returns on investments, or to increase productivity.
- Develop relationships with strategic partners to obtain favorable investment opportunities
- Locate and close prospective investments
- Direct and manage location procurement, including negotiations of leases, contractors, and financial institutions or investors
- Oversee development of locations to suit

The Foundry Duties:

- Develop restaurant policies and objectives
- Implement systems and processes to carry out objectives, policies and operations
- Direct or coordinate an organization's financial or budget activities to fund operations, maximize investments, or increase efficiency.
- Oversee all financial aspects of operation
- Analyze operations to evaluate performance of a company or its staff in meeting objectives or to determine areas of potential cost reduction, program improvement, or policy change.
- Review reports submitted by General Manager and other staff to recommend approval or to suggest changes.
- Oversee all financial matters including budgeting, reconciliation
- Negotiate all contracts with franchisees, vendors, distributors, and other entities
- Ensure compliance with all federal and state legal requirements
- Determine staffing requirements and oversee the training of staff.

General Manager

Reports To: President

Hire Date: Three months prior to open

Salary: \$72,000 annually

Minimum Qualifications: High School diploma or general education degree (GED) and preferably either a two year business degree or a four year business or liberal arts degree (or equivalent combination of education and experience). Requires an occupationally-significant combination of vocational education, apprentice training, and on-the-job training.

Duties:

- Assist Executive Chef in development of recipes and menu, ongoing
- Assist Executive Chef and Bar Manager with sourcing ingredients for both bar and kitchen and aid in negotiation for purchase and delivery
- Oversee Assistant Manager
- Liaison between restaurant and Managing Partner Team
- Monitor compliance with health and fire regulations regarding food preparation and serving, and building maintenance in lodging and dining facilities.
- Monitor food preparation methods, portion sizes, and garnishing and presentation of food to ensure that food is prepared and presented in an acceptable manner.
- Count money and make bank deposits.

- Investigate and resolve complaints regarding food quality, service, or accommodations.
- Coordinate assignments of cooking personnel to ensure economical use of food and timely preparation.
- Schedule and receive food and beverage deliveries, checking delivery contents to verify product quality and quantity.
- Monitor budgets and payroll records, and review financial transactions to ensure that expenditures are authorized and budgeted.
- Maintain food and equipment inventories, and keep inventory records.
- Oversee scheduling of staff hours and assignment of duties.
- Establish standards for personnel performance and customer service.
- Direct human resources activities, including the approval of human resource plans or activities, the selection of directors or other high-level staff, or establishment or organization of major departments.

Executive Chef – John Broz, Jr.

Reports To: General Manager

Hire Date: Three months prior to open

Salary: \$96,000/yr

Minimum Qualifications: Graduated from an Accredited Cooking School, five (5) years experience running a full service, professional kitchen. Prefer five (5) years as Restaurant Manager.

Duties:

- Assist in development of recipes and menu, ongoing.
- Assist with sourcing ingredients for both brewery and kitchen and aid in negotiation for purchase and delivery.
- Oversee assistant managers.
- Liaison between restaurant and ownership.
- Monitor compliance with health and fire regulations regarding food preparation and serving, and building maintenance in lodging and dining facilities.
- Monitor food preparation methods, portion sizes, and garnishing and presentation of food to ensure that food is prepared and presented in an acceptable manner.
- Count money and make bank deposits.
- Investigate and resolve complaints regarding food quality, service, or accommodations.
- Coordinate assignments of cooking personnel to ensure economical use of food and timely preparation.

- Schedule and receive food and beverage deliveries, checking delivery contents to verify product quality and quantity.
- Monitor budgets and payroll records, and review financial transactions to ensure that expenditures are authorized and budgeted.
- Maintain food and equipment inventories, and keep inventory records.
- Oversee scheduling of staff hours and assignment of duties.
- Establish standards for personnel performance and customer service.

Assistant Manager

Reports To: General Manager

Proposed Hire Date: Two weeks prior to open

Proposed Salary: \$48,000/yr

Minimum Qualifications: College degree is preferred. Bachelor of Science degree in hotel/restaurant management is desirable. A combination of practical experience and education will be considered as an alternative.

Duties:

- Assist Manager in all duties, including:
 - Assist in development of recipes and menu, ongoing.
 - Assist with sourcing ingredients for both brewery and kitchen and aid in negotiation for purchase and delivery.
 - Oversee assistant managers.
 - Liaison between restaurant and ownership.
 - Monitor compliance with health and fire regulations regarding food preparation and serving, and building maintenance in lodging and dining facilities.
 - Monitor food preparation methods, portion sizes, and garnishing and presentation of food to ensure that food is prepared and presented in an acceptable manner.
 - Count money and make bank deposits.
 - Investigate and resolve complaints regarding food quality, service, or accommodations.
 - Coordinate assignments of cooking personnel to ensure economical use of food and timely preparation.
 - Schedule and receive food and beverage deliveries, checking delivery contents to verify product quality and quantity.
 - Monitor budgets and payroll records, and review financial transactions to ensure that expenditures are authorized and budgeted.
 - Maintain food and equipment inventories, and keep inventory records.

- Oversee scheduling of staff hours and assignment of duties.
- Establish standards for personnel performance and customer service.

Kitchen Staff (9 Full-Time)

Reports To: Executive Chef

Proposed Hire Date: Upon open

Proposed Salary: \$8/ hour

Minimum Qualifications: Previous experience preferred.

Duties:

- Clean and sanitize work areas, equipment, utensils, dishes, or silverware.
- Store food in designated containers and storage areas to prevent spoilage.
- Prepare a variety of foods, such as meats, vegetables, desserts, according to customers' orders or supervisors' instructions, following approved procedures.
- Take and record temperature of food and food storage areas such as refrigerators and freezers.
- Wash, peel, and cut various foods, such as fruits and vegetables, to prepare for cooking or serving.
- Place food trays over food warmers for immediate service, or store them in refrigerated storage cabinets.
- Portion and wrap the food, or place it directly on plates for service to patrons.
- Weigh or measure ingredients.
- Mix ingredients for green salads, molded fruit salads, vegetable salads, and pasta salads.
- Receive and store food supplies, equipment, and utensils in refrigerators, cupboards, and other storage areas.

Line Cooks (6 Full-Time)

Reports To: Executive Chef

Proposed Hire Date: Upon open

Proposed Salary: \$10/ hour

Minimum Qualifications: Previous experience preferred.

Duties:

- Clean and sanitize work areas, equipment, utensils, dishes, or silverware.
- Store food in designated containers and storage areas to prevent spoilage.
- Prepare a variety of foods, such as meats, vegetables, desserts, according to customers' orders or supervisors' instructions, following approved procedures.

- Take and record temperature of food and food storage areas such as refrigerators and freezers.
- Wash, peel, and cut various foods, such as fruits and vegetables, to prepare for cooking or serving.
- Place food trays over food warmers for immediate service, or store them in refrigerated storage cabinets.
- Portion and wrap the food, or place it directly on plates for service to patrons.
- Weigh or measure ingredients.
- Mix ingredients for green salads, molded fruit salads, vegetable salads, and pasta salads.
- Receive and store food supplies, equipment, and utensils in refrigerators, cupboards, and other storage areas.

Bar Manager

Reports To: General Manager

Proposed Hire Date: Prior to open

Proposed Salary: \$36,000/yr

Minimum Qualifications: High School Diploma; Previous experience preferred.

Duties:

- Collect money for drinks served.
- Check identification of customers to verify age requirements for purchase of alcohol.
- Clean glasses, utensils, and bar equipment.
- Balance cash receipts.
- Attempt to limit problems and liability related to customers' drinking by taking steps such as persuading customers to stop drinking, or ordering taxis or other transportation for intoxicated patrons.
- Stock bar with beer, wine, liquor, and related supplies such as ice, glassware, napkins, or straws.
- Serve wine, and bottled or draft beer.
- Take beverage orders from serving staff or directly from patrons.
- Clean bars, work areas, and tables.
- Mix ingredients, such as liquor, soda, water, sugar, and bitters, to prepare cocktails and other drinks.

Bartenders (3 Full-Time)

Reports To: Bar Manager

Proposed Hire Date: Upon open

Proposed Salary: \$10/ hour

Minimum Qualifications: High School Diploma; Previous experience preferred.

Duties:

- Collect money for drinks served.
- Check identification of customers to verify age requirements for purchase of alcohol.
- Clean glasses, utensils, and bar equipment.
- Balance cash receipts.
- Attempt to limit problems and liability related to customers' drinking by taking steps such as persuading customers to stop drinking, or ordering taxis or other transportation for intoxicated patrons.
- Stock bar with beer, wine, liquor, and related supplies such as ice, glassware, napkins, or straws.
- Serve wine, and bottled or draft beer.
- Take beverage orders from serving staff or directly from patrons.
- Clean bars, work areas, and tables.
- Mix ingredients, such as liquor, soda, water, sugar, and bitters, to prepare cocktails and other drinks.

Hosts (2 Full-Time)

Reports To: General Manager

Proposed Hire Date: Upon open

Proposed Salary: \$9/ hour

Minimum Qualifications: High School Diploma; Previous experience preferred.

Duties:

- Check with customers to ensure that they are enjoying their meals and take action to correct any problems.
- Collect payments from customers.
- Write patrons' food orders on order slips, memorize orders, or enter orders into computers for transmittal to kitchen staff.
- Prepare checks that itemize and total meal costs and sales taxes.
- Take orders from patrons for food or beverages.
- Check patrons' identification to ensure that they meet minimum age requirements for consumption of alcoholic beverages.
- Serve food or beverages to patrons, and prepare or serve specialty dishes at tables as required.
- Present menus to patrons and answer questions about menu items, making recommendations upon request.
- Clean tables or counters after patrons have finished dining.

- Prepare hot, cold, and mixed drinks for patrons, and chill bottles of wine.

Servers (10 Full-Time)

Reports To: General Manager

Proposed Hire Date: Upon open

Proposed Salary: \$8/ hour

Minimum Qualifications: High School Diploma; Previous experience preferred.

Duties:

- Check with customers to ensure that they are enjoying their meals and take action to correct any problems.
- Collect payments from customers.
- Write patrons' food orders on order slips, memorize orders, or enter orders into computers for transmittal to kitchen staff.
- Prepare checks that itemize and total meal costs and sales taxes.
- Take orders from patrons for food or beverages.
- Check patrons' identification to ensure that they meet minimum age requirements for consumption of alcoholic beverages.
- Serve food or beverages to patrons, and prepare or serve specialty dishes at tables as required.
- Present menus to patrons and answer questions about menu items, making recommendations upon request.
- Clean tables or counters after patrons have finished dining.
- Prepare hot, cold, and mixed drinks for patrons, and chill bottles of wine.

Bussers (3 Full-Time)

Reports To: General Manager

Proposed Hire Date: Upon open

Proposed Salary: \$8/ hour

Minimum Qualifications: Previous experience preferred.

Duties:

- Wipe tables or seats with dampened cloths or replace dirty tablecloths.
- Set tables with clean linens, condiments, or other supplies.
- Scrape and stack dirty dishes and carry dishes and other tableware to kitchens for cleaning.
- Clean up spilled food or drink or broken dishes and remove empty bottles and trash.
- Perform serving, cleaning, or stocking duties in establishments, such as cafeterias or dining rooms, to facilitate customer service.

- Maintain adequate supplies of items such as clean linens, silverware, glassware, dishes, or trays.
- Serve ice water, coffee, rolls, or butter to patrons.
- Fill beverage or ice dispensers.
- Stock cabinets or serving areas with condiments and refill condiment containers.
- Locate items requested by customers.

Dishwashers (2 Full-Time)

Reports To: General Manager

Proposed Hire Date: Upon open

Proposed Salary: \$8/ hour

Minimum Qualifications: Previous experience preferred.

Duties:

- Wash dishes, glassware, flatware, pots, or pans, using dishwashers or by hand.
- Place clean dishes, utensils, or cooking equipment in storage areas.
- Maintain kitchen work areas, equipment, or utensils in clean and orderly condition.
- Stock supplies, such as food or utensils, in serving stations, cupboards, refrigerators, or salad bars.
- Sweep or scrub floors.
- Clean garbage cans with water or steam.
- Sort and remove trash, placing it in designated pickup areas.
- Clean or prepare various foods for cooking or serving.
- Set up banquet tables.
- Transfer supplies or equipment between storage and work areas, by hand or using hand trucks.

Janitor

Reports To: General Manager

Proposed Hire Date: Upon open

Proposed Salary: \$8/ hour

Minimum Qualifications: Previous experience preferred.

Duties:

- Wash dishes, glassware, flatware, pots, or pans, using dishwashers or by hand.
- Place clean dishes, utensils, or cooking equipment in storage areas.
- Maintain kitchen work areas, equipment, or utensils in clean and orderly condition.

- Stock supplies, such as food or utensils, in serving stations, cupboards, refrigerators, or salad bars.
- Sweep or scrub floors.
- Clean garbage cans with water or steam.
- Sort and remove trash, placing it in designated pickup areas.
- Clean or prepare various foods for cooking or serving.
- Set up banquet tables.
- Transfer supplies or equipment between storage and work areas, by hand or using hand trucks.

Additionally, as Partners and/or the Management Team determine that additional employees are required during the course of operations, The Foundry will hire or retain, as appropriate or necessary, provided that the budget allows for same.

GENERAL MARKETING PLAN

Target Market

The Foundry is a modern American eatery and lounge that strives to provide its customers with a unique dining experience combining an incredible atmosphere, quality food, unique décor, and a bustling nightlife. The Foundry plans to focus on locals, as well as the large tourist population that visits yearly, between the ages of 21 and 65. The restaurant and lounge will be open from 11 a.m. to 11 p.m. daily and seat approximately 200 people. The intention is to attract customers who are looking for a music and lounge environment for a full evening dining experience. In addition, The Foundry will reach out to area hotel concierges and establish relationships to attract more tourists.

Seasonality also plays a large role in the target market. In South Florida, the winter months are “in season.” “Snow birds,” those who come to Florida for five to eight months a year to escape the harsh winter conditions up north, typically begin coming in October, and do not leave until March. Tourists also flock to South Florida in the winter months. Thus, the best time to begin marketing the business is in the fall, which is the ideal opening schedule for The Foundry.

Location

The Foundry's Management Team have performed considerable research into the location into which to open The Foundry. The location that was chosen is a 5,205 square foot facility with 40-foot ceilings located at 2781 East Atlantic Boulevard in Pompano Beach, FL, as shown to the right. This location is less than 1/4 mile from the beach and a block from the Intracoastal Waterway. Pompano Beach is home to 37 hotels² within a few miles of the location as well as a number of residential areas within walking distance.



In addition to sitting in a prime location in Broward County, which itself has a population of over 1.8 million,³ The Foundry is located in the middle of one of the largest tourist areas in South Florida. This is a key reason this site was chosen for The Foundry. The tourism industry is the most important sector of the Florida economy generating over 23% of the state's sales tax revenue in 2013.⁴ And, of course, the vast majority of tourists eat out for meals. The Foundry expects a significant portion of its customers will be tourists, and will dedicate an appropriate proportion of marketing efforts toward this demographic.

Marketing Strategy

As a new company determined to make its mark, The Foundry recognizes that marketing is a critical feature of its overall business plan. A comprehensive, multi-pronged marketing campaign that is carried through from start to finish and executed with every detail being considered will have a significant impact on The Foundry's ultimate path to success. Accordingly, The Foundry has hired The Buzz Agency⁵ to develop and manage its marketing campaign to ensure maximum visibility for the

²http://bookings.mapquest.com/hotels/results?refid=5101&refclickid=lom_nearby_city&city_id=800047469¤cy=USD#p1

³ U.S. Census Bureau, State & County QuickFacts. Broward County, Florida located at <http://quickfacts.census.gov/qfd/states/12/12011.html>

⁴ AAG Newsletter, "Florida's Tourism Industry" by Ray Oldakowski located at <http://news.aag.org/2013/11/floridas-tourism-industry/>

⁵ The Buzz Agency is a public relations and marketing firm founded in 2009 and located in Delray Beach, Florida.

business within the targeted market area and beyond. The objectives of The Foundry and The Buzz Agency are as follows:

- Open the restaurant with widespread attention, attracting sustained sales;
- Generate awareness to residents and tourists throughout Broward and South Palm Beach County;
- Announce Chef John Broz Jr's involvement in the restaurant;
- Attract and engage current and potential customers on social media;
- Generate regular media coverage throughout South Florida on new menu items, entertainment and cocktails; and
- Establish relationships with area hotel concierges and other tourist and business oriented entities.

The marketing campaign will include elements such as a website, social media, print advertising, public relations, and media as further outlined below.

- a) Website Marketing: The Foundry's website will be located at <http://www.thefoundryfl.com>. The website will reflect all relevant information about the menu, nightly events, and its unique dining experience. The website will be easy-to-navigate, self-explanatory and informative. Generally, The Foundry's website will serve as the company's "calling card", attracting customers to the restaurant. The website will also be marketed through Search Engine Optimization (which will increase its exposure through a variety of selected search terms) and social media functions.
- b) Social Media: Social media will play a major role in The Foundry's marketing plan. The Foundry intends to make use of opportunities through such sites as Facebook and Twitter, as well other social media sites that will attract new customers. The goals of the social media campaign will be to increase the number of followers, build awareness, foster community and customer loyalty, and build an email list through strategic promotions and campaigns. A successful social media campaign will enable The Foundry to connect with locals and tourists as well and make them aware of upcoming special events. The strategy of the social media marketing plan will be to develop and maintain a scheduled calendar of upcoming specials, events, menu changes, food holidays, as well as reoccurring and recognizable weekly themes.
- c) Networking: Significant efforts will be made to reach out to other prospective strategic partners and those in the community. Reaching out to others in the industry requires taking advantage of the networking opportunities in South

Florida. The Foundry will be active in local community organizations. These contacts will serve The Foundry well as it finds its place in the South Florida scene.

- d) Public Relations Campaigns: Prior to opening, The Foundry will launch a public relations campaign. This will include a Grand Opening Event to introduce The Foundry to Pompano Beach and the surrounding areas. Customers most likely to dine at the restaurant regularly will be invited, including residents and employees within a 5-mile radius, local businesses, local offices, concierges and the media. An electronic press kit for The Foundry will also be developed. The press kit will include press releases, a fact sheet with the restaurant specs, bios for The Foundry leadership and restaurant and food images.
- e) Print Advertising: Prior to opening, The Foundry will begin a regular advertising campaign in the local area newspapers and magazines, such as the Sun-Sentinel, The Miami Herald, Broward-Palm Beach News Times, The Feast.com and many others. These advertisements will slowly make the population aware of the restaurant and lounge, and encourage customers to find out what it's all about.

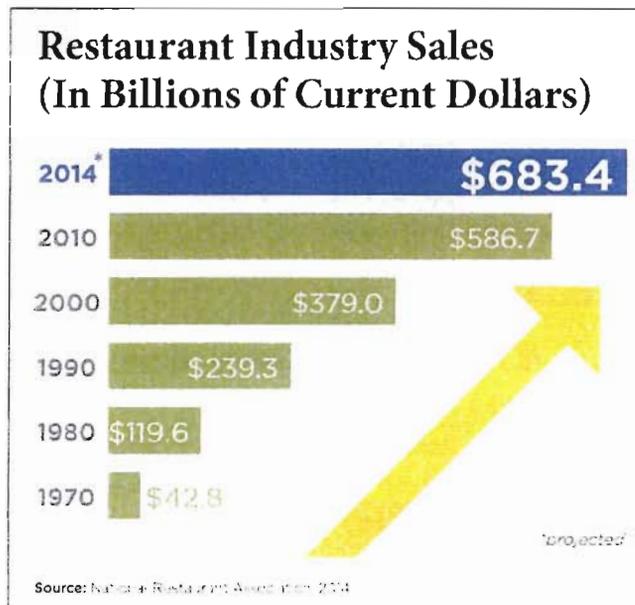
There is no doubt that following through on the various components of this Marketing Plan will be critical to paving the way to The Foundry's short- and long-term success in the United States.

COMPETITIVE EDGE

The restaurant industry in the U.S. is highly competitive but is dominated largely by chain restaurants. In the spring of 2013, over 190 consumers in the U.S. visited a sit-down restaurant.⁶ This statistic coupled with the growing restaurant industry, expected to reach sales of \$683 billion, displays the opportunities available. The following table illustrates the growth seen in dollars in the restaurant industry over the last 40 years.⁷

⁶ Statista, "Statistics and Facts on the U.S. Restaurant Industry" located at <http://www.statista.com/topics/1135-us-restaurants/>

⁷ National Research Association, News & Research, located at <http://www.restaurant.org/News-Research/Research/Infographics>



The Foundry offers the consumer a unique dining experience that can't be found by the large chain restaurants. As stated previously, the restaurant will feature a modern industrial design. It will offer high-end American food created by well-known Chef John Broz, Jr. Outdoor seating, an upscale lounge and evening events will provide a nightlife experience following the dinner meal not found at other local restaurants.

The Competition

The upscale diner understands the concept of quality food and service and is willing to pay for it when it is given effectively. The Foundry's competition lies mainly with other upscale dining facilities and less with conventional and fast food establishments. There are many high-end restaurants in South Florida, but most are too far away for locals or tourists to visit and therefore are not direct competitors. In addition, The Foundry boasts chef John Broz, Jr. at the helm that will attract and maintain many customers.

Competitor 1: J. Mark's Restaurant



Located on NE 23rd Street, J. Mark's is miles from the beach and the center of the city's tourism attractions. J. Mark's is a casual restaurant offering an extensive menu of moderately priced American classics including pastas, burgers, steaks and seafood. The restaurant serves lunch and dinner and offers patio seating. This restaurant will not compete in terms of location, atmosphere, or offerings.

Competitor 2: Houston's



Also located on Atlantic Boulevard, Houston's is directly situated on the Intracoastal Waterway. Houston's is a chain restaurant with a casual atmosphere and classic American dishes such as sandwiches, salads and steaks. The restaurant is open for lunch and dinner seven days a week. Though Houston's does offer an outside patio and bar area on the waterfront, they do not

have regular entertainment. Houston's cannot compete with The Foundry's upscale menu or nightlife.

Competitor 3: Café Maxx



Café Maxx is a fine dining restaurant just blocks from the beach established in 1984. The higher priced menu offers innovative dinner and Sunday brunch selections and changes regularly based on seasonal products. Café Maxx boasts an extensive wine list and often hosts wine tasting dinners. An outside patio and a bar area are also

available at the restaurant. Though, Café Maxx competes with the fine dining experience and location of The Foundry it does not offer the nightlife atmosphere enjoyed at The Foundry following the meal.

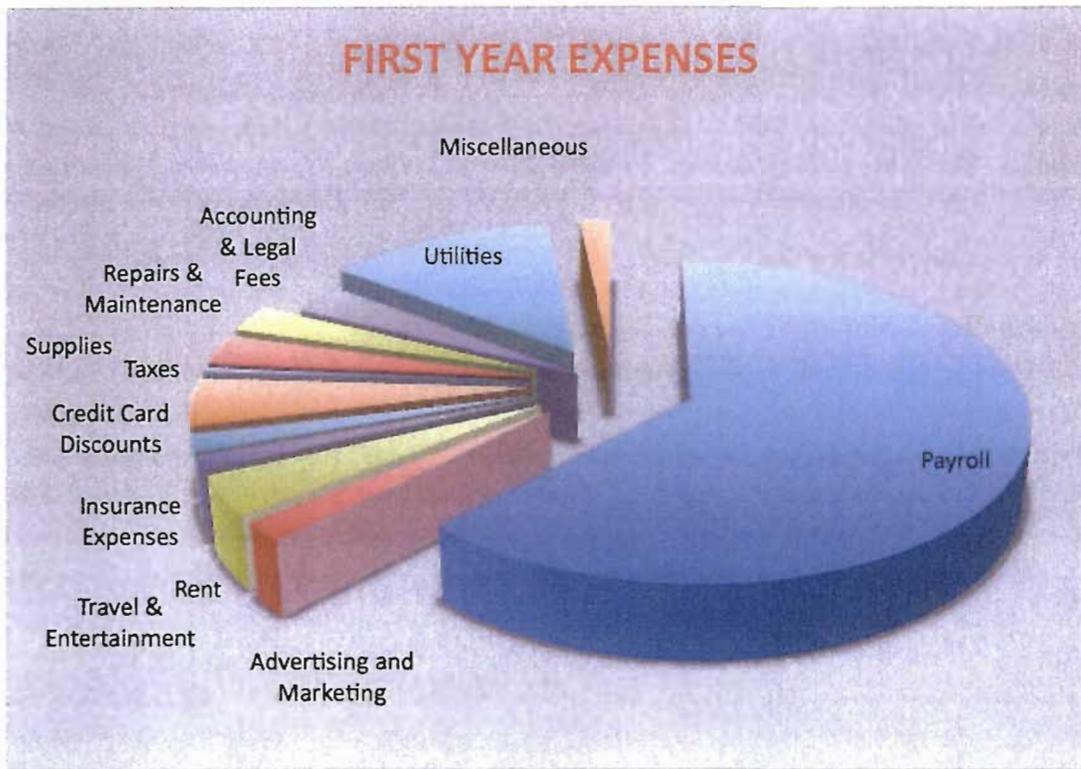
COMPETITIVE ANALYSIS SUMMARY				
Name	J. Mark's Restaurant	Houston's	Café Maxx	The Foundry
Location	1490 NE 23rd Street Pompano Beach, FL 33062	2821 East Atlantic Blvd Pompano Beach, FL 33062	2601 East Atlantic Blvd Pompano Beach, FL 33062	2781 East Atlantic Blvd Pompano Beach, FL 33062
Services	- serves lunch and dinner - casual atmosphere - outside patio seating and bar	- serves lunch and dinner - casual atmosphere on the Intracoastal - outside patio	- serves dinner and Sunday brunch - fine dining atmosphere - blocks from the	- serves dinner - upscale, modern atmosphere - outside patio seating - lounge area with

	area - moderately priced menu offerings include pasta, burgers, steaks and seafood	seating and bar area - moderately priced menu offerings include sandwiches, salads and steaks	beach - outside patio seating and bar area - upscale menu offering seasonal selections	nightly entertainment - upscale menu offering American favorites
Differentiators	Offers an extensive selection of menu items.	Located directly on the Intracoastal Waterway, the restaurant offers outside seating right on the water.	The restaurant is blocks from the beach and is well known by the community.	Chef John Broz, Jr. is the executive chef. The lounge with nightly entertainment provides a happening nightlife.

In short, there is no restaurant in the Pompano Beach area equal to The Foundry in atmosphere, food quality, service, evening events, and location.

FINANCIAL GOALS AND PROJECTIONS

FIRST YEAR EXPENSES	
Payroll	1,294,389
Advertising and Marketing	41,000
Rent	82,200
Travel & Entertainment	27,000
Insurance Expenses	36,000
Credit Card Discounts	100,000
Taxes	10,000
Supplies	64,500
Repairs & Maintenance	57,000
Accounting & Legal Fees	63,000
Utilities	267,000
Miscellaneous	36,000
Total Expenses	\$2,078,089



Careful financial planning and research has led to the following projected income and expenses for the first five (5) years of operation for The Foundry.

FIVE YEAR PROJECTED INCOME					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Revenues	5,000,000	5,150,000	5,304,500	5,463,635	5,627,544
Cost of Products Sold	1,600,000	1,648,000	1,697,440	1,748,363	1,800,814
Gross Profit	3,400,000	3,502,000	3,607,060	3,715,272	3,826,730
Total Expenses	2,078,089	2,140,431	2,204,644	2,270,784	2,338,907
Net Income	\$1,321,911	\$1,361,569	\$1,402,416	\$1,444,488	\$1,487,823



The Foundry has chosen its initial location in Pompano Beach for a variety of reasons such as its proximity to a huge number of residences and businesses, the added exposure to tourists, and its proximity to the Intracoastal and the beaches. Future restaurant investments will be chosen with similar location features in mind. The Foundry restaurant plans in the future to also establish itself in the Fort Lauderdale area, and to become known as the dining destination to go to for upscale cuisine and nightlife. This sound reputation for the company will instill confidence in The Foundry's business, which will bring more investment partners and business partnerships.

TYING IT ALL TOGETHER

The Foundry is extremely motivated to establish and operate an upscale American restaurant and lounge to the South Florida market in a manner that has never before been seen. With the presence of Chef John Broz, Jr. and the nightly events, The Foundry is sure to draw a crowd of locals and tourists. Throughout its development and success, owners and managing partners will always maintain strict regard for their fiduciary duty to the company, and will thus make decisions regarding The Foundry's operations and potential future plans in full consideration of the ultimate goals of the company while fulfilling its mission and vision.

The managing partners' possesses the know-how needed to develop and maintain a strong business model and infrastructure, marketing, and operations. The Foundry's focus on quality, innovative cuisine, exciting nightlife and customer service is sure to set it apart from its competitors. The partners' passion for the business will no doubt further drive The Foundry's success. This is particularly true as The Foundry is recognized for its upscale American cuisine and evening after dinner events. Going the "extra mile" to ensure customer satisfaction will be a critical part of The Foundry's formula for success.

PROJECT NARRATIVE
PROJECT PLANS

Description of Proposed Improvements - Narrative

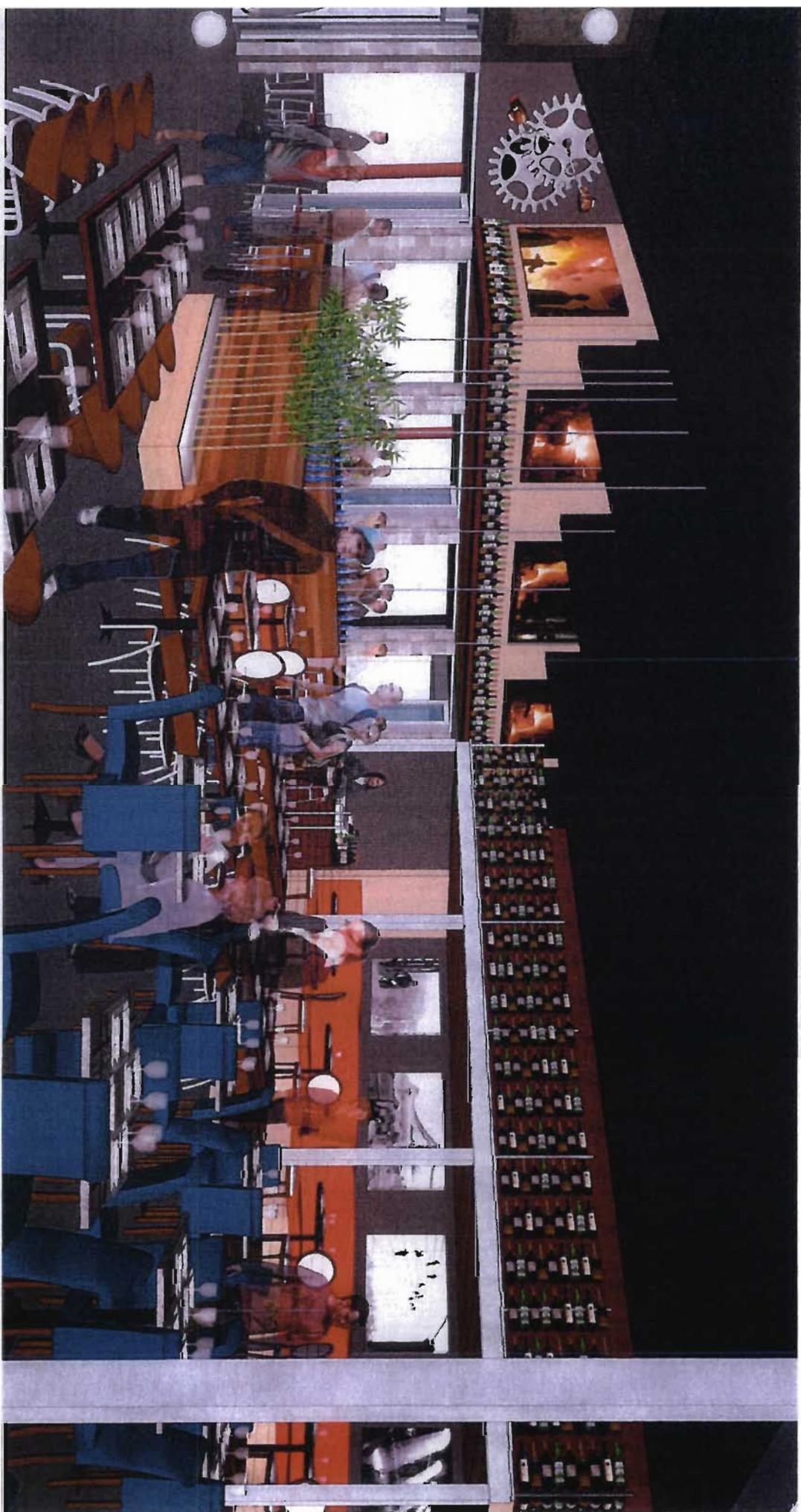
Our interior build-out has a décor theme that leads the imagination to believe we found an abandoned foundry that we converted into a restaurant. Key design elements include 100-year old Chicago brick, wood from an 1800s tobacco factory, early 1900s lighting fixtures, and other found artifacts that add authenticity to the design. We have completed extensive steel and foundational work that increased the size of our space, ultimately allowing for seating over 200 guests.

The restaurant features a beautiful raw bar, which is a center piece of the restaurant. Guests may be seated at the bar, or just take a look at the ice displays to see which seafood items are being featured that day. The restaurant also features an oak-grill, a wood-fired pizza oven, and a cocktail bar that marries the interior of the restaurant with the exterior patio.

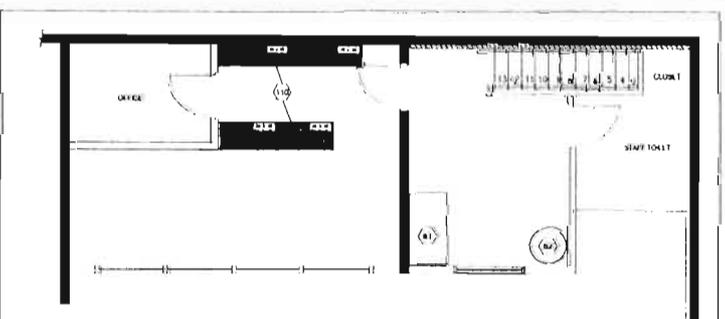
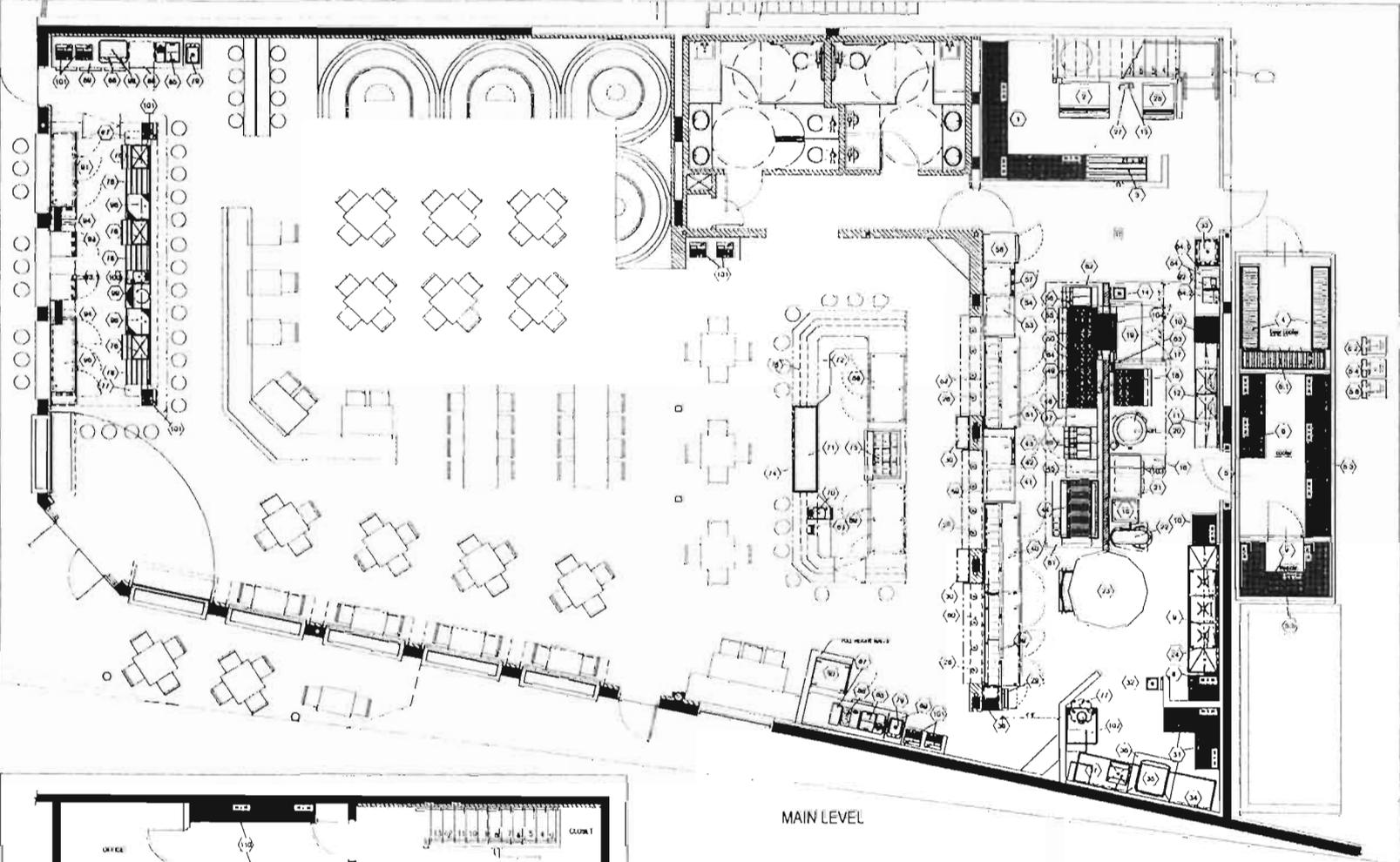
The restaurant is modern in its delivery and offers guests many eating options throughout the week. Whether it's an occasion or just a business lunch, The Foundry will bring to the area an establishment that caters to the needs of the today's restaurant diner.







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MAIN LEVEL

MEZZANINE LEVEL

**FOOD SERVICE EQUIPMENT
FLOOR PLAN & SCHEDULE OF EQUIPMENT**

THE FOUNDRY

HMAK

COMMERCIAL DESIGN - FOOD SERVICE EQUIPMENT
WILKIE, MITCHELL & ASSOCIATES, INC.

NOTICE: THIS DRAWING IS AN INSTRUMENT OF SERVICE AND IS TO REMAIN THE PROPERTY OF H-MAK, INC. THE UNAUTHORIZED USE OF THIS PLAN SHALL SUBJECT THE USER TO PENALTY.

REVISIONS:
DATE: 08-22-14
BY: [Signature]
CHECKED BY: [Signature]

PHONE: 412-826-8088 COPYRIGHT 2008 H-MAK, INC. FAX: 412-826-1
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33

APPLICATION
STRATEGIC INVESTEMENT PROGRAM (SIP)

RECEIVED
POMPANO BEACH CK
APRIL 13, 2015
2:00PM V.V.

Strategic Investment Program Application Form

Date of Application APRIL 8TH, 2015

1. Address of project requesting CRA investment:

2781 EAST ATLANTIC BLVD
POMPANO BEACH, FL 33062

2. Name of Applicant:

THE FOUNDRY, LLC.

Address of Applicant:

2745 EAST ATLANTIC BLVD #305, POMPANO BEACH, FL 33062

Phone:

754-366-8800

Fax:

Email:

harry@foundrycompany.com

3. Does the applicant own project property? Yes No

If "No" box is checked, when will property be in control (own or long-term lease) of applicant?

Property is currently controlled/leased by THE FOUNDRY, LLC.

Indicate the owning entity of the property (i.e. name on property title)

MALINDA M. GARDNER + JUDITH MAAN

4. What is the total estimated project investment?

Current assessed value : 550,000

New capital investment dollars: 1,500,000

\$633,668

Total estimated new assessment: 2,550,000

5. What is the percentage (%) amount of ownership equity relative to total estimated project investment?

20% or more

10% to 19.9%

Less than 10%

None

6. What is the percentage (%) of minority ownership of the project?

100%

50% or more

Less than 50%

None

7. How many jobs for neighborhood residents will be created upon completion of the project?

1-5

6-10

10+

None

8. When is it anticipated that construction could begin, assuming project receives SIP assistance? (A detailed project schedule must accompany application)

Less than 12 months

12 to 16 months

16 to 24 months

Longer than 24 months

9. Include with this application:

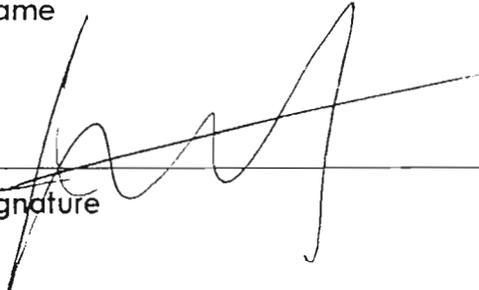
- Two bids/quotes from 2 licensed contractors
- Detailed Budget for entire project
- City of Pompano Beach Business Tax Receipt
- Current Photograph of existing property conditions
- Description of proposed development/improvement of property
- Preliminary site plan, floor plans and renderings that enable staff to determine quality of design; parking must be included in the site plan and meet current code regulations
- Infrastructure improvements, if any, in either the public ROW or on private property
- Preliminary project schedule
- Tenant makeup

- Resume of developer indicating related development experience
- Business and Financial Information:
 - *Business Plan
 - *Pro forma
 - *Mortgage on property. If applicant does not own property, a written authorization from property owner to make changes outlined in the project needs to be provided
 - *Lease agreements with at least 24 months remaining
 - *Letter of Intent from lending institution
 - *Partnership and/or ownership information with equity positions

Authorized Representative

Franco Grieco

Name



Signature

Managing Partner

Title

April - 01 - 15

Date

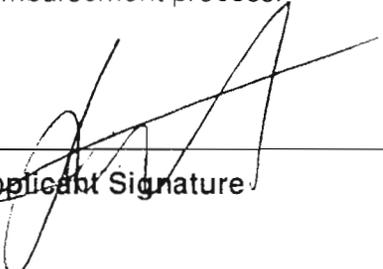
Please Note

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 East CRA 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.

PLEASE READ THE FOLLOWING PRIOR TO APPLICATION SUBMITTAL

- Properties listed for sale may not apply. Properties sold within twenty-four months of receiving grant funding **must repay the full amount**.
- Prior to application submittal, a preliminary review of proposed renovations to property must be completed by the Planning Department.
- After approval process, the CRA will provide the applicant with an approved Grant Agreement for signature. It is recommended that **NO CONSTRUCTION** begin until the Grant Agreement is signed by all parties. Improvements completed prior to approval by the CRA Board may not be eligible for reimbursement.
- If deemed necessary, the Community Redevelopment Agency (CRA) reserves the right to have the application and its contents evaluated and analyzed by an outside third party including but not limited to: the proposed business plan, partnership/ownership information with equity positions, mortgage on the property, lease agreements, Letter of Intent from lending institution and any other documents provided by the applicant.
- If your site plan or application request includes landscaping, the landscaping must be species and varieties of native plants that are drought tolerant, require little irrigation and withstand the environmental conditions of Pompano Beach. Irrigation systems must prevent over spray and water waste and it is recommended a drip irrigation system be installed.
- 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 meets the goals and objectives as set forth in the East CRA 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.

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



Applicant Signature

Date April 1-15



Property Owner (if different) Agent to Owner

Date Apr 16, 2015

8

DETAILED BUDGET
SCHEDULE

THE FOUNDRY

ESTIMATED START-UP EXPENSES

LEASE	\$50,000
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DESIGN	\$42,000
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DESIGN FIRM	\$12,000
ARCHITECTURE	\$15,000
ENGINEERING	\$15,000

BUILD OUT	\$1,045,668
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DEMOLITION	\$30,000
ROOF (RE/RE)	\$30,000
STRUCTURAL	\$65,000
ELECTRICAL	\$85,589
HVAC	\$85,000
HOOD	\$54,344
PLUMBING	\$54,400
FIRE SPRINKLERS	\$35,000
FLOORING	\$58,575
STRUCTURAL2 W/ MEZZ	\$9,950
WINDOWS	\$25,810
MILLWORK	\$50,000

SUB-TOTAL \$583,668

FURN, FIX, EQUIP	\$350,000
PAINTING/TEXTURE	\$30,000
BRICK	\$20,000
DECORATIONS	\$10,000
A/V	\$50,000
PR	\$2,000

SUB-TOTAL \$462,000

LICENSES	\$3,000
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DEPOSIT	\$30,000
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START UP COSTS	\$90,000
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TRAINING	\$10,000.00
UNIFORMS	\$1,000.00
PRINTING	\$1,000.00
OPERATIONAL SUPPLIES	\$15,000.00
INVENTORY	\$63,000.00

CAPITAL RESERVE	\$100,000
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TOTAL	\$1,360,668
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SIP Formula

\$ 633,668 0.8 0.0117993 15 \$89,722

5%- Minority/Mixed Use

10%- 5+ Jobs \$8,972

*TOTAL \$98,694

Maximum grant award for SIP Program \$50,000.00

COOLING PROFESSIONALS INC.

10209 SW 224 TERRACE
CUTLER BAY FL 33190
PH. 305-871-6512 FAX. 786-250-5748
COOLINGPROS@HOTMAIL.COM

PROPOSAL

PROPOSAL SUBMITTED TO: FOUNDRY		PHONE:	DATE: 7/27/2014
STREET:		JOB NAME: FOUNDRY RESTAURANT	
CITY, STATE & ZIP CODE:		JOB LOCATION 2781 EAST ATLANTIC BLVD POMPANO BEACH	
ARCHITECT:	DATE OF PLANS:	Fax:	JOB PHONE:

We hereby submit specifications and estimates for:

- 1) FURNISH AND INSTALL 3 SPLIT SYSTEM YORK AS PER UNITS SCHEDULE
 - 2) 3 SET OF REFRIGERANT LINES UP TO 50' PER UNIT
 - 3) SUPPLY AND RETURN AIR DUCT AS PER PLANS (Fiber glass R-6 and double wall spiral duct on exposed areas)
 - 4) 2 BATHROOM EXHAUST FAN INCLUDING METAL DUCT AND WALL VENT
 - 5) 3 SMOKE DUCT DETECTOR (stand alone) WITH STROKE LIGHT AND HORNE
 - 6) TEST AND BALANCE BY A INDEPENDENT COMPANY
 - 7) ALL INCIDENTAL MATERIALS NEEDED TO COMPLETE SCOPE OF WORK ON THIS PROPOSAL
 - 8) WARRANTY: 1 YEAR PARTS AND LABOR 5 YEAR ON COMPRESSOR BY MANUFACTURE
 - 9) THIS BID IS IN ACCORDANCE WITH PLANS DATED 07/01/14 PAGE-M-1-2
 - 10) ALL WORK PERFORMED PER STATE,COUNTY,AND LOCAL CODES (All AC-related debris will be removed daily to a designated dumpster) (DUMPSTER BY OTHERS)
- NOT INCLUDED:(Unless stated specifically above) Power and control wiring--Roof,Slab,or Wall cutting, patching and painting--Disconnect Switches--Steel support for roof curbs--Work after hours,Holidays,or weekends--Drain lines--Fire or Fire smoke dampers--Test and Balance

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
NO INSPECTION WILL BE MADE ON PAST DUE INVOICES dollars **\$75,000.00**

Payment to be as follows: **AS PER PAYMENT SCHEDULE**

NO START-UP,ADJUSMENTS OR FINAL INSPECTION WILL BE MADE UNTIL C. P. I. HAS COLLECTED 90% OF JOB COST.

All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

AUTHORIZED
SIGNATURE _____

NOTE: THIS PROPOSAL MAY BE WITHDRAWN
BY US IF NOT ACCEPTED WITHIN 30 DAYS.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance Aug-1-14

*** THIS PROPOSAL WILL BE RE-EVALUATED EVERY 30 DAYS.

Signature _____

Signature _____

12:22:31 PM 9/24/2014

Licensee Details**Licensee Information**

Name: **VIGO, IGNACIO F (Primary Name)**
COOLING PROFESSIONALS INC (DBA Name)

Main Address: **7150 NW 77TH TERRACE**
MEDLEY Florida 33166

County: **DADE**

License Mailing:

License Location:

License Information

License Type: **Certified Air Conditioning Contractor**

Rank: **Cert Air**

License Number: **CAC021345**

Status: **Current,Active**

Licensure Date: **10/26/1981**

Expires: **08/31/2016**

Special Qualifications **Qualification Effective**

Class B

Construction Business **02/20/2004**

[View Related License Information](#)**[View License Complaint](#)**

[1940 North Monroe Street, Tallahassee FL 32399](#) . Email: **[Customer Contact Center](#)** :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **[Chapter 455](#)** page to determine if you are affected by this change.



PROPOSAL

Wesworth Electric, Incorporated
800 NE 42nd Street, Pompano Beach FL 33064
Main 954-580-4070 Wes Direct: 954-461-3563
Fax: 954-580-4071

Billing Details 14141
The Construction Network
Raymond
601 N. Federal Highway
Pompano Beach, FL 33062

Date: **7/9/2014**
CustomerPhone: **954-547-3059**
CustomerFax:
Job Description: **Foundry Restaurant Pompano B**
JobAddress: **2781 E. Atlantic Blvd.**

We hereby propose the following specifications and installations:

Provide & Install electrical components & wiring as per plans dated 6/3/14

Does not include permits or permitted related fees, specialty lighting fixtures, micro switches, components or specific fixtures not listed.

We hereby propose the aforementioned for: \$85,589.00
Under the following billing conditions: Fixed Contract Price
With payment terms as follows: 50% down, 25% upon rough inspection, 25% upon final

STIPULATIONS: a) All materials are guaranteed to be as specified or meet and/or exceed specifications of the specified products. b) All work is to be completed in a professional manner according to standard practices. c) This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. d) Upon acceptance the authorizing person(s) agree to make payment according to terms outlined herein. e) This proposal is subject to acceptance within 30 days from above date and is void thereafter. WARRANTY: Workmanship is warranted for a period of 1 year. The manufacturer warrants materials for at least one year, unless specified otherwise. Labor to warranty manufacturer's warranty may be billable. CANCELLATION: Cancellation of contract by customer will result in a minimum 10% fee plus an itemized charge of delivered and special order materials and time spent.

PAYMENT: a) This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by Florida law, excluding any laws that direct the application of another jurisdiction's laws. b) The jurisdiction venue shall be in Broward County. c) In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement, the prevailing party shall be awarded its reasonable collection and attorney fees, and costs

NOTES: a) No handwritten exclusions and/or additions to this typewritten proposal are valid. b) A revised proposal should be requested. c) Subsequent versions void previous ones.

Respectfully submitted:

Clay
Wesley Shreve, Qualifier EC13002061
Clay Walker, Project Manager

14141

I hereby authorize the above work according the outlined terms:

Customer, Title _____ Date _____

0
Printed on: 7/9/2014 09:05

12:29:56 PM 9/24/2014

Licensee Details**Licensee Information**

Name: **SHREVE, WESLEY S (Primary Name)**
WESWORTH ELECTRIC (DBA Name)

Main Address: **800 NE 42 ST.**
DEERFIELD BEACH Florida 33064

County: **BROWARD**

License Mailing:

LicenseLocation: **820 NW 42 ST**
DEERFIELD BEACH FL 33064

County: **BROWARD**

License Information

License Type: **Certified Electrical Contractor**

Rank: **Cert Electrical**

License Number: **EC13006199**

Status: **Current,Active**

Licensure Date: **07/23/2014**

Expires: **08/31/2016**

Special Qualifications **Qualification Effective**

Additional Business
Qualification **07/23/2014**

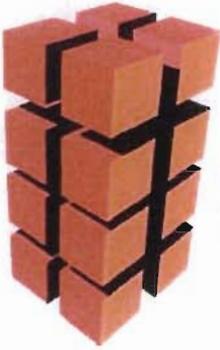
[View Related License Information](#)**[View License Complaint](#)**

[1940 North Monroe Street, Tallahassee FL 32399](#) :: Email: **[Customer Contact Center](#)** :: Customer Contact Center: 850.487.1395

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PROPOSAL



THE CONSTRUCTION NETWORK
A DESIGN / BUILD FIRM
 601 N. FEDERAL HWY.
 POMPANO BEACH, FL. 33062
 PH: 855-665-5444 / Fax: 954-867-1114
 General Contractor Architect
 CGC1508162 AA26002833
 www.TheConstructionNetwork.com

INVOICE # _____
 DATE: MAY 28, 2014

CUSTOMER: THE FOUNDRY
 ADDRESS: 2781 E Atlantic Blvd
 Pompano Beach, FL 33062

EXPIRATION DATE: JUNE 11, 2014

SALESPERSON	JOB	PAYMENT TERMS	P.O. NUMBER
RK	1406	See Below	

MARK	QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
		Supply and Install Structural Steel as per drawings AISC		
		1. HSS Columns 2. Wide Flange Girders 3. Joist and Bridging for Mezzanine 4. 1" deck for mezzanine 5. Perimeter angles 6. Channel support for new door openings 7. Steel pan stair with wall railing 8. Shop Drawings		\$ 65,000.00
		All material shop primed		
		Excluded: Demo, Engineering, Light gauge and metals not listed		
			SUBTOTAL	\$ 65,000.00
			SALES TAX 6%	0
			TOTAL	\$ 65,000.00

PROGRESS PAYMENTS

The Contract Price shall be paid in draws as follows (the "Schedule"):

25% Due at the time of signing	\$ 16,250.00
25% Due at Delivery	\$ 16,250.00
40% Due at Install	\$ 26,000.00
10% Due After Final Inspection	\$ 6,500.00

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below:

- 1) The Construction Network will service manufacture's defects. However, defects and service schedule will not be cause for holding final payment.
- 2) The Construction Network will remove all debris relating to proposal and leave job site in a broom clean condition.
- 3) The Construction Network is NOT responsible for manufacture delays or acts of God that may delay installation.
- 4) The Construction Network is NOT responsible for damage to any type of window treatment, flooring, Jambes, Sills or Casings.
- 5) The Construction Network is NOT responsible for shutter removal.
- 6) The Construction Network is NOT responsible for custom wall finishes (wall paper, faux finishes, etc...)
- 7) The Construction Network is NOT responsible for moving of furniture or any damage due to moving furniture.

ADDITIONAL TERMS AND CONDITIONS

ARTICLE 1. DATE OF COMMENCEMENT & TIME OF COMPLETION:

Contractor's work hereunder, shall begin when the City issues its Permit and all materials have been delivered to job for the work. Time is of the essence and Contractor shall use its best efforts to complete work in a timely manner except as delayed by change orders (by Owner [including delays by failure to timely make decisions or coordinate with Contractor], or from unforeseen site/soil conditions or unforeseen problems with the existing foundation, or from the City or other governmental bodies), hurricanes, bad weather, unavailability of materials or labor or other matters beyond Contractor's reasonable control, or Owner's failure to pay as required.

ARTICLE 2. GENERAL PROVISIONS

Change Orders. Contractor may condition any alteration or deviation from the Plans and specifications (including any such alteration or deviation involving additional material and/or labor costs or delay), on Owner's signing a written change order for the same, and advance payment for such alteration or deviation, the additional charge to be added to the Contract Price.

If Owner does not timely decide on upgrades for items where Owner has an Allowance, after notice to Owner, Contractor may install "standard" items, and Owner shall pay the full price for the replacement upgrades—including labor for removal and re-installation.

Prompt Payment. If any payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. Failure to make payment for more than 10 days from its due date, shall be a material breach of this contract, and shall entitle Contractor to do all or any of the following: (a) stop work; (b) remove items from the job site; (c) pull the Permit; (d) delay completion; (e) file and foreclose a construction lien against the property; (f) sue the Owner; and (g) seek other legal or equitable remedies. If the Permit expires before the Owner makes a payment, then the Owner shall pay to renew the Permit, and pay all fees incurred from such expiration. In addition, the following general provisions apply: All work shall be completed in a workman-like manner and in compliance with all applicable building codes and other applicable laws. To the extent required by law, all work—including work for Owner, not covered hereby—shall be performed by individuals duly licensed and authorized by law to perform said work. Owner shall hold Contractor harmless from any work done, or delay caused by, any work done on the site, not by Contractor or Contractor's subcontractors. All contractors contracting with the Owner ("Owner's Subcontractors") must give Contractor evidence of proper insurance, licensure and a background check. Owner's Contractors shall coordinate with Contractor's schedule, and shall defer to Contractor on scheduling.

Contractor may exclude Owner's Subcontractors from the site, in Contractor's sole discretion, if Owner's Subcontractors interfere with the work or its schedule, or create an unsafe or non-cooperative condition. Contractor may, at its discretion, engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this contract. Contractor shall give the Owner appropriate partial releases or waivers of lien for all work performed or materials provided, at the time the next periodic payment is due. A final release and lien waiver will be given when final payment is made. Releases of lien are only valid (and are conditioned) on clearance of funds, and shall cover only the work completed and paid for. Contractor may require all change orders to be in writing. All change orders—whether written or verbal—shall be incorporated in, and become a part of this contract. Change orders are to be paid in full upon acceptance of change order by owner.

Owner shall at its own expense pay for and reimburse Contractor for, all permits necessary for the work to be performed. Contractor shall remove all debris, and leave the premises broom clean. Owner's Subcontractors and Owner's other construction will remove their own debris. If Owner fails to pay any payment due hereunder, Contractor may cease work without breach, pending payment or resolution of any dispute. Contractor shall not be liable for any delay due to circumstances beyond its control, including: unforeseen soil conditions or unknown foundation problems, strikes, natural disasters, unavailability of products or skilled trades, bad weather, casualty, unavailability of materials and failure of Owner to timely decide on items needed for the work to progress. **Limitation of Warranty: Claims Procedures.** Contractor warrants all work for a period of one year following completion. In addition, Florida law requires that the Owner follow the following procedure, for any claim of construction defects:

Contractor may require all change orders to be in writing. All change orders—whether written or verbal—shall be incorporated in, and become a part of this contract. Change orders are to be paid in full upon acceptance of change order by owner.

Owner shall at its own expense pay for and reimburse Contractor for, all permits necessary for the work to be performed. Contractor shall remove all debris, and leave the premises broom clean. Owner's Subcontractors and Owner's other construction will remove their own debris. If Owner fails to pay any payment due hereunder, Contractor may cease work without breach, pending payment or resolution of any dispute. Contractor shall not be liable for any delay due to circumstances beyond its control, including: unforeseen soil conditions or unknown foundation problems, strikes, natural disasters, unavailability of products or skilled trades, bad weather, casualty, unavailability of materials and failure of Owner to timely decide on items needed for the work to progress. **Limitation of Warranty: Claims Procedures.** Contractor warrants all work for a period of one year following completion. In addition, Florida law requires that the Owner follow the following procedure, for any claim of construction defects:

ARTICLE 3. INDEMNIFICATION

To the fullest extent permitted by law, the Owner shall indemnify, defend and hold harmless Contractor and its agents and employees, from and against any claims, damages, losses and expenses, including: attorney's fees, arising out of or resulting from performance of the work or providing of materials—to the extent caused in whole or in part by negligent or wrongful acts or omissions of, or a breach of this agreement by, Owner or Owner's Subcontractors, their subcontractors a subcontractor, and anyone directly or indirectly employed by them or anyone whose acts they are legally responsible.

ARTICLE 4. LIABILITY INSURANCE

Contractor represents that it has purchased (and shall keep in force for the time of the performance of the work or for such longer term required hereby; from company(ies) legally authorized to do business in Florida), insurance to insure Contractor and Owner (or site's owner, if the Owner does not own the site), against claims for casualty loss or injury arising out of, or resulting from, the Contractor or a subcontractor or its subcontractors. *Such insurance shall not cover defects in work or liens placed against the site.*

Contractor represents and agrees that said insurance is written for and shall be maintained in an amount not less than the limits of the liability specified below or required by law, whichever coverage is greater. Contractor certifies that coverage written on a "claims made" form will be maintained without interruption from the commencement of work until the expiration of all applicable statutes of limitation. Comprehensive General Liability, with limits of at least \$1,000,000 per occurrence.

ARTICLE 5. TERMINATION OR SUSPENSION.

- 5.1 - This Contract may not be terminated unless gross negligence or willful misconduct is involved by either of the parties
- 5.2 - Work may be suspended by Contractor as defined in article 5 above.
- 5.3 - If Owner tries to terminate this agreement for any reason, Owner will compensate Contractor with all profits for its work so far, to be paid via bank wire to Contractor's account, within 10 days of notice.

ARTICLE 6. MISCELLANEOUS PROVISIONS

ARTICLE 7. FLORIDA LIEN LAW 713.015

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND WHO ARE NOT PAID IN FULL, HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. (THIS CLAIM IS KNOWN AS A "CONSTRUCTION LIEN".)

IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUB-CONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL.

IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY.

THIS MEANS IF A LIEN IS FILED, YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY.

TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER."

FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

CHAPTER 558 NOTICE OF CLAIM CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE, AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR

12:20:22 PM 9/24/2014

Licensee Details**Licensee Information**

Name: **KARAM, RAYMOND ABRAHAM JR (Primary Name)**
THE CONSTRUCTION NETWORK A DESIGN BUILD
FIRM (DBA Name)

Main Address: **601 N FEDERAL HIGHWAY**
POMPANO BEACH Florida 33062

County: **BROWARD**

License Mailing:

LicenseLocation:

License Information

License Type: **Certified General Contractor**

Rank: **Cert General**

License Number: **CGC1508162**

Status: **Current,Active**

Licensure Date: **12/02/2004**

Expires: **08/31/2016**

Special Qualifications **Qualification Effective**
Construction Business **12/02/2004**

[View Related License Information](#)**[View License Complaint](#)**

[1940 North Monroe Street, Tallahassee FL 32399](#) :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Jancewicz Enterprises, Inc.
d.b.a.

RICHARD'S PLUMBING & DRAIN CLEANING

Ocala Location and Mailing address
56 Lake View Drive West
Ocala FL 34482
352-873-6817

Pompano Beach Location
1121 SW 3rd Terrace
Pompano Beach FL 33060
954-491-4158

FAX: 352-873-4269
License #: CF C057401

June 24, 2014

The Construction Network
601 N. Federal Hwy
Pompano Beach FL 33062
Phone: 954-547-3059

Job Location: The Foundry Restaurant
2781 E. Atlantic Blvd.
Pompano Beach FL

Plumbing Proposal

We propose to furnish material and labor, as per plan, to code. Job to include the following:

PVC waste and vent lines, using studor vents, as per code. All water lines to be CPVC piping and fittings. We will install all necessary plumbing for bathrooms, sinks, and restaurant plumbing equipment. Includes all floor sinks, floor drains and indirect waste lines (all to be PVC).

Install kitchen waste, as per plan, to existing grease trap.

Install bathroom waste to existing city sewer.

Install new backflow RPZ for domestic water, as per plan to code, complete with certification.

We will install all plumbing fixtures, including water heater and water filter.

Install all gas (natural) piping throughout the restaurant, as per plan. Gas piping and fittings to be a combination of galvanized and CSST piping and fittings.

Bid is based on plans dated 7/1/2014.

Bid does not include the following:

Permit fees, cutting, breaking or the removal of concrete slab, cutting or core drilling of slabs or beams, plumbing fixtures, restaurant/kitchen fixtures, filters, water heater, water meter or gas meter.

Total: \$54,400.00
(Fifty-four thousand four hundred dollars)

12:31:38 PM 9/24/2014

Licensee Details**Licensee Information**

Name: **JANCEWICZ, RICHARD D (Primary Name)**
RICHARDS PLUMBING & DRAIN CLEANING (DBA Name)

Main Address: **56 LAKE VIEW DRIVE WEST**
OCALA Florida 34482

County: **MARION**

License Mailing: **56 LAKE VIEW DRIVE WEST**
OCALA FL 34482

County: **MARION**

License Location: **56 LAKE VIEW DRIVE WEST**
OCALA FL 34482

County: **MARION**

License Information

License Type: **Certified Plumbing Contractor**

Rank: **Cert Plumbing**

License Number: **CFC057401**

Status: **Current,Active**

Licensure Date: **05/18/2000**

Expires: **08/31/2016**

Special Qualifications **Qualification Effective**

Construction Business **08/24/2004**

[View Related License Information](#)**[View License Complaint](#)**

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Atlantic Hospitality Group, LLC

2720 NE 41st Street • Lighthouse Point, FL 33064 • 754-366-8899 • hary@lighthousecompany.com



Date: March 20, 2015

Dear CRA Board, or To Whom It May Concern:

Atlantic Hospitality Group, LLC (AHG) is the manager for The Foundry restaurant. AHG acquired the lease for its restaurant at 2781 East Atlantic Blvd and has completed or is due to complete the following work:

April - June (2014)

- Demolition of Mr. Fish Restaurant
- Structural support improvements to fully open space (steel beams and new footers with re-bar and concrete)
- Structural improvements to building exterior for aesthetics appeal (steel beams with re-bar and concrete)
- Floor cutting
- Roof analysis and core sampling
- New roof installed
- Design (floor plan, construction documents)

July '11 - January '15

- Design (kitchen, bar, equipment)
- Electrical service
- Drains, plumbing structure
- Order of long-lead items
- Design (interior)
- Install helical pin-piles for second floor mezzanine
- Explored and completed all structural improvements
- Master permit in review

January - May

- Electrical install
- Mechanical install
- Plumbing completion with equipment in place
- Flooring
- Bathrooms and fixtures
- Interior walls
- Millwork of bar, booths, and furniture
- Equipment installation
- Interior design, décor, lighting and finish-work
- Exterior patio construction
- Signage

Since most work is already completed, we anticipate finishing construction by May 15th, 2015. The anticipated opening of the restaurant is the Summer 2015.

Sincerely,

Atlantic Hospitality Group, LLC

PROPERTY DESCRIPTION AND INFORMATION



Site Address	2781 E ATLANTIC BOULEVARD, POMPANO BEACH	ID #	4843 31 15 0020
Property Owner	GARDNER, MELINDA M & MANN, JUDITH S	Millage	1511
Mailing Address	5616 PENNSYLVANIA AVE BOULDER CO 80303-2943	Use	11

Abbreviated Legal Description	HARBOR VILLAGE SEC A 28-34 B LOT 1 BLK 1
--------------------------------------	------------------------------------------

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

Property Assessment Values					
Click here to see 2014 Exemptions and Taxable Values as reflected on the Nov. 1, 2014 tax bill.					
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2015	\$127,080	\$255,710	\$382,790	\$382,790	
2014	\$127,080	\$292,910	\$419,990	\$419,990	\$9,837.15
2013	\$127,080	\$285,290	\$412,370	\$398,050	\$9,624.75

IMPORTANT: The 2015 values currently shown are "roll over" values from 2014. These numbers will change frequently online as we make various adjustments until they are finalized on June 1. Please check back here AFTER June 1, 2015, to see the actual proposed 2015 assessments and portability values.

2015 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$382,790	\$382,790	\$382,790	\$382,790
Portability	0	0	0	0
Assessed/SOH	\$382,790	\$382,790	\$382,790	\$382,790
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$382,790	\$382,790	\$382,790	\$382,790

Sales History'			
Date	Type	Price	Book/Page or CIN
4/27/2004	QCD	\$100	37346 / 1424
12/1/1992	QCD	\$100	20368 / 761

Land Calculations		
Price	Factor	Type
\$20.00	6,354	SF
Adj. Bldg. S.F. (Card, Sketch)		5366

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc

15								
C								
5366								

Layers

- Highways
- Major Roads
- Twn-Rng-Sec
- Municipalities
- City Limits
- Zip Codes
- CRA Boundaries
- Census Tracts
- City Zoning Codes
- County Land Use
- Comm Appraisal Districts
- Resid Appraisal Districts
- Subdiv. Number
- Subdiv. Name
- No Sales
- Streets
- Parcels
- Aerials (2015)
- County Boundary



SELECTED PROPERTY-FOLIO 484331150020

Source: Broward County Property Appraiser





REGULATORY INFORMATION



City of Pompano Beach Business Tax Receipt

REGISTRATION NO.

15 - 00084402

2014-2015

NEW RENEWAL

OWNER

FOUNDRY LLC, THE

DATE ISSUED 1/26/15

ACCOUNT NO.

4457806

REGISTRATION FEE 267.41

BUSINESS NAME

FOUNDRY, THE

DELINQUENT CHG. .00

LOCATION

2781 E ATLANTIC BL

TRANSFER FEE .00

CLASSIFICATION

RESTAURANT-BEVERAGE ETAL FAC 100 151-

TOTAL AMOUNT PAID 267.41

FOUNDRY, THE

EFFECTIVE DATE
OCTOBER 1

EXPIRATION DATE
SEPTEMBER 30 15

2745 E ATLANTIC BL #307
POMPANO BEACH FL 33069

BUSINESSES MUST CONSPICUOUSLY DISPLAY THIS
BUSINESS TAX RECEIPT TO PUBLIC VIEW AT
BUSINESS LOCATION

CONTRACTORS MUST MAINTAIN ON FILE
CURRENT LICENSING AND INSURANCE

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS.

THIS INSTRUMENT WAS PREPARED BY
AND RETURN TO:
David S. Romanik, Esq.
P.O. Box 133500
Hialeah, FL 33013

Parcel ID No 434331150020

[Space above this line for recording]

QUIT-CLAIM DEED BY TRUSTEE TO TRUST BENEFICIARIES

THIS DEED executed this 27th day of April, 2004, by DAVID S. ROMANIK, a single man, individually and as trustee with full power and authority to sell, convey and grant and encumber both the legal and beneficial interest in the real property herein conveyed, whose address is 2200 East 4th Avenue, Hialeah, Florida 33013 (hereinafter called the "Grantor"), to MELINDA M. GARDNER and JUDITH S. MANN, each as to an undivided 50% interest as tenants in common and not as joint tenants with the right of survivorship, whose address is 5516 Pennsylvania Avenue, Boulder, CO 80303 (hereinafter called the "Grantee").

WITNESSETH: That the Grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Broward County, Florida, to-wit:

Lot 1, Block 1, HARBOR VILLAGE, Section A, according to the plat thereof, recorded in Plat Book 23, at Page 34, of the Public Records of Broward County, Florida.

This transaction is exempt from documentary stamp taxation under the provisions of Rule 12B-4.013(32)(e), FAC.

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

To Have and to hold the same in fee simple forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

MAYRA RAJULS
MAYRA RAJULS
(Printed Name of Witness)
RENIE F. LEONCIO
RENIE F. LEONCIO
(Printed Name of Witness)

David S. Romanik (SEAL)
David S. Romanik, individually and as trustee

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 27th day of April, 2004 by David S. Romanik, a single man, individually and as trustee, who is personally known to me.

 Cherie A. Ciampitti
My Commission DD210012
Expires July 25, 2007

Cherie A. Ciampitti
Notary Public, State of Florida
My Commission Expires:

Atlantic Hospitality Group, LLC

2729 NE 31 Street • Lighthouse Point, FL 33064 • 754-366-8800 • harry@thebusinessnetwork.us



Date: March 1st, 2015

Pompano Beach CRA, To Whom It May Concern

Dear CRA Board:

This letter shall offer proof of authorization for Atlantic Hospitality Group, LLC to continue and complete construction at 2781 East Atlantic Blvd, Pompano Beach, FL. The landlord is in agreement that Atlantic Hospitality Group, as a part of its lease terms, may continue and complete renovations as needed to open The Foundry restaurant.

Sincerely,

Camelot Property Management
Agent for landlords Melinda Gardner and Judith Mann

Gary Puckett
Print Name

Gary Puckett
Signature

LEASE

THE LEASE (this "Lease"), dated the ____ day of August, 2013 is made and entered into between MELINDA M. GARDNER and JUDITH S. MANN ("Landlord"), and ATLANTIC HOSPITALITY GROUP, LLC, a Florida limited liability company, DBA The Foundry ("Tenant").

SECTION 1 GRANT AND TERM

1.01 Leased Premises.

In consideration of the rents and covenants set forth in this Lease, Landlord demises and leases to Tenant, and Tenant leases from Landlord, those certain premises (the "leased premises") located at 2781-91 E. Atlantic Boulevard, Pompano Beach, FL 33062 Tenant's proportionate share, as used in this lease, means one hundred (100%) percent.

1.02 Use of Additional Area.

Tenant and its agents, employees, and invitees shall have the non-exclusive right with others to use for their intended and normal purposes the common areas of the leased premises, including but not limited to, parking areas, service roads, loading facilities, landscaped areas, walkways, and other areas and facilities as may be designated from time to time by the Landlord for such use, subject however to the terms and conditions of this Lease and to rules for the use thereof prescribed from time to time by Landlord. Landlord reserves the right to alter the current compositions and configuration of the common areas.

1.03 Length of Term.

1.03.01. Initial Term. The term of this Lease shall be for twenty (20) years beginning on the execution date of this Lease.

1.03.02 Options to Renew Lease and Extend Term.

Tenant is granted two option(s) to renew this Lease (each) for an additional period of five years from the twentieth year anniversary of the execution date of this Lease (a "Renewal Period") commencing on the first day after the last day of the then existing term of this Lease (a "Renewal Period Commencement Date") upon the following conditions: (1) Landlord shall receive written notice of Tenant's election to exercise its renewal option not less than six (6) months prior to the expiration of the then current term of this Lease; (2) no event of default by Tenant shall have occurred during the term of this Lease which remains uncured at the time of election or during the balance of the then existing term; (3) there shall have been no more than ten (10) events of default in the payment of rent (subsequently cured) during the term of this Lease; and (4) all terms, covenants and conditions of this Lease as set forth for the initial term of this Lease shall prevail in each Renewal Period except that: (i) the term of this Lease shall be extended for the Renewal Period and (ii) minimum annual rent will be subject to increase as follows:

During the period between Landlord receiving Tenant's notice of tenant's election to exercise its renewal option, and provided the foregoing requirements for

fixtures, equipment, merchandise and other personal property of Tenant, which may be brought or put on the leased premises, and all proceeds thereof, as security for the payment of all Tenants payments and other monies due Landlord herein, and agrees that Landlord's security interest and lien for such payment may be enforced by distress, foreclosure or otherwise, at the option of Landlord, and the Tenant agrees that such security interest and lien is granted to and vested in said Landlord. The foregoing property shall not be removed from the leased premises other than in the normal course of Tenant's business without the consent of Landlord until any and all Tenant payments and other monies due Landlord are paid in full. Tenant agrees, at the request of Landlord, to execute a UCC-1 Financing Statement, which may be filed by Landlord with the Secretary of State of the State of Florida and in the Public Records of the County where the leased premises is located. In any distress for rent action filed by Landlord against Tenant, Tenant waives 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 and Tenant agrees that no bond shall be required in any such action, and Tenant further waives the right under Section 83.14, Florida Statutes, to replevy distrained property.

19.21 Guarantor.

Intentionally omitted.

19.22 Right of First Refusal.

If all or any part of the leased premises is the subject of a bona fide offer to purchase Tenant shall, at Tenant's option, have a right of first refusal to acquire the leased premises on the identical terms. Landlord shall provide Tenant with written notice of the sale together with a copy of any applicable documentation. Tenant shall have fifteen (15) days after receipt of such notice to exercise the option.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease on the dates indicated below, effective as provided in Section 19.10.

WITNESSES:

Colleen A. Kauf
[Signature]

LANDLORD:

Melinda M. Gardner
BY: *Melinda M. Gardner*
Melinda M. Gardner

Date: *8-21-13*

STATE OF *Colorado*
COUNTY OF *Boulder*

The foregoing instrument was acknowledged before me this *21* day of *August*, 2013 by Melinda M. Gardner, who is personally known to me or who has produced *Colorado Driver License* as identification.

[Signature]
Notary Public
Commission No.

My Commission Expires: 6-6-2017

(SEAL)

**JACOB RYAN MORGAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134036140
MY COMMISSION EXPIRES 6/6/2017**

WITNESSES:

LANDLORD:

BY: [Signature]
Judith S. Mann

Date: _____

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 21 day of August,
2013 by Judith S. Mann, who is personally known to me or who has produced
18120 Kelly K10211 as identification.

[Signature]
Notary Public
Commission No.

My Commission Expires:

(SEAL)

**NOTARY PUBLIC
STATE OF FLORIDA
Notary Public State of Florida
Sandra S Driscoll
My Commission EE 117017
Expires 07/31/2015**

WITNESSES:

[Signature]

EKATERINA MIKHAYLOVA

[Signature]

ABIGAIL B. BINET

TENANT:

ATLANTIC HOSPITALITY GROUP, LLC, a Florida limited liability company

BY: [Signature]
Hansa Patel, Manager/Member

Date: 8-15-13

BY: [Signature]
Franco Grieco, Manager/Member

Date: 8-15-13

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day of AUGUST, 2013 by Hansa Patel and Franco Grieco, Managers/Memebers of Atlantic Hospitality Group, LLC, a Florida limited liability company, who are personally known to me or who have produced FLORIDA DRIVER LICENSE as identification.

[Signature]

Notary Public
Commission No. FF 4784

My Commission Expires: APRIL, 3, 2017

(SEAL)



SUBLEASE AGREEMENT

PARTIES:

THIS SUBLEASE, DATED 08/28/2013, IS EXECUTED BY AND BETWEEN Atlantic Hospitality Group, LLC. whose address is 2729 NE 31st Street, Lighthouse Point, Florida 33064 (hereinafter referred to as the "Sublessor") and The Foundry, I.I.C. (hereinafter referred to as the "Sublessee"). A copy of the original Lease is attached to this Sublease Agreement and is incorporated herein. The Sublessee agrees to comply with all the terms and conditions of the original Lease.

PREMISES:

The Sublessor herein agrees to sublease to the Sublessee, and the Sublessee herein agrees to sublease from the Sublessor for the balance of the lease term, and upon all of the conditions set forth herein, the real property located at 2781 East Atlantic Blvd, Pompano Beach in the County of Broward, in the State of Florida and ZIP code of 33062, herein described as 5,400+ sq. ft. interior of commercial space to be used as a restaurant. Said real property, including any land and any improvements thereon, shall hereinafter be referred to as the "Premises."

EMERGENCY CONTACT INFORMATION:

If during the sublease any issues or problems arise with the Premises, the Sublessee agrees to contact Harry Patel at the telephone number of 754-300-8342.

WHEREAS, the Landlord, Melinda Gardner And Judith Mann, by the signing of this Sublease Agreement herein approves of the Sublessee's occupancy of the Premises subject to the terms and conditions set forth hereinafter. In consideration of the mutual promises and covenants exchanged between the Landlord and the Sublessor and the Sublessee herein, it is hereby agreed as follows:

TERM:

The term of this sublease shall be for a period of 20 years, commencing on 08/21/2013, unless otherwise stipulated herein.

DELAY IN COMMENCEMENT OF SUBLEASE:

In the event that the Sublessor is not able to deliver possession of the Premises to the Sublessee on the aforementioned commencement date, the Sublessor shall not therefore be held liable, nor shall such failure affect the validity of this lease or obligations of the sublease hereunder or extend the term thereof, but in such case as a delay in commencement should occur, the Sublessee shall not be obligated to pay any rent until such time as the Sublessee takes possession of the Premises.

However, in the event that the Sublessor does not deliver possession of said Premises to the Sublessee within sixty (60) days from the aforementioned commencement date, the Sublessee may at their sole discretion, by way of written notice to the Sublessor, may cancel this Sublease, and at which time the parties shall be discharged and released from any and all obligations associated with this Sublease.

MONTHLY LEASE AMOUNT:

The Sublessee shall pay to the Sublessor a monthly rental amount of \$5,500.00 on the First day of each month for the duration of this lease term. Upon the signing of this Sublease Agreement, the Sublessee shall pay to the Sublessor the first month's rent in advance.

All future monthly payments shall be sent shall be mailed or hand delivered to the Sublessor at the aforementioned address in paragraph one (1) or to such other person or place as the Sublessor may designate in writing.

USE OF PREMISES:

The Sublessee shall have complete use and control of the Premises for the duration of the Sublease Agreement, until such time as the sublease expires.

CONDITION OF PREMISES:

The Sublessee agrees to hook up pay for the following utilities:

gas, electric, water, trash removal, cable tv, telephone, internet service

The Sublessee acknowledges that the premises are in good repair and in safe and clean condition unless otherwise indicated below:

Smoke Alarms:

No. of Units: _____ Tested: ___Yes ___No Working: ___Yes ___No

KEYS & REMOTES:	QUANTITY	RECEIVED	RETURNED
Door Keys			
Mailbox Keys			
Security Cards			
Garage Door Remotes			
Laundry Room Keys			
Recreational Facilities Keys/Cards			

WASTE, NUISANCE OR UNLAWFUL USE:

The Sublessee shall not cause or allow waste on the Premises, or maintain or permit to be maintained a nuisance on the Premises, or use or permit the Premises to be used in an unlawful manner.

ATTORNEY'S FEES:

In the event that of a breach of this agreement or should legal recourse be deemed necessary by either party to this Sublease Agreement, the parties herein agree that the prevailing party shall have the right to recover as part of the judgment reasonable attorney's fees, filing fees and or court costs.

REDECORATION OR ALTERATIONS:

The Sublessee shall not redecorate or make any alterations to the Premises, in any way, that would constitute the making of alterations, or repaint the walls or woodwork, without first obtaining Sublessor's written consent to the alterations or redecoration.

BINDING EFFECT:

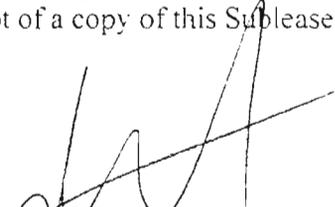
This Sublease Agreement shall inure to the benefit of and be binding on the heirs, successors, executors, administrators and assignees of the parties.

GOVERNING LAW:

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida.

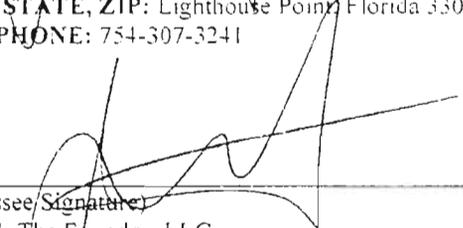
The Sublessee states and warrants that s/he is of the age of majority, being of the age of 18 or older, and has the legal capacity to enter into a mutually binding contractual agreement.

The undersigned have read the foregoing Sublease prior to execution and hereby acknowledge receipt of a copy of this Sublease Agreement.



(Sublessor Signature) 08-21-13
(Dated)

NAME: Atlantic Hospitality Group, LLC.
ADDRESS: 2729 NE 31st Street
CITY, STATE, ZIP: Lighthouse Point Florida 33064
TELEPHONE: 754-307-3241



(Sublessee Signature) 08-21-13
(Dated)

NAME: The Foundry, LLC.
TELEPHONE: 754-307-3241
Driver's License or ID Number: 6620-240-60-227-0



Detail by Entity Name

Florida Limited Liability Company

THE FOUNDRY, LLC

Filing Information

Document Number	L13000138065
FEI/EIN Number	46-3788315
Date Filed	10/01/2013
State	FL
Status	ACTIVE

Principal Address

2781 E. ATLANTIC BLVD.
POMPANO BEACH, FL 33062

Mailing Address

2729 NE 31 STREET
LIGHTHOUSE POINT, FL 33064

Registered Agent Name & Address

GANESHA GROUP, LLC
2729 NE 31 STREET
LIGHTHOUSE POINT, FL 33064

Authorized Person(s) Detail

Name & Address

Title MGR

NEWHALL HOLDINGS, LLC
2749 NE 1 STREET
POMPANO BEACH, FL 33062

Title MGR

FGHP INVESTMENTS, LLC
2729 NE 31 STREET
LIGHTHOUSE POINT, FL 33064

Title Authorized Member

MH3, LLC

3251 OLEANDER WAY
POMPANO BEACH
FLORIDA, FL 33062

Title Authorized Member

DGL HOLDINGS, LLC
2519 SE 10TH STREET POMPANO BEACH, FL 33062
Pompano Beach, FL 33062

Annual Reports

Report Year	Filed Date
2014	04/29/2014
2015	04/24/2015

Document Images

04/24/2015 -- ANNUAL REPORT	View image in PDF format
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10/01/2013 -- Florida Limited Liability	View image in PDF format

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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Limited Liability Company

ATLANTIC HOSPITALITY GROUP, LLC

Filing Information

Document Number	L13000084352
FEI/EIN Number	N/A
Date Filed	06/11/2013
State	FL
Status	ACTIVE
Effective Date	06/11/2013

Principal Address

2729 NE 31ST STREET
LIGHTHOUSE POINT, FL 33064

Mailing Address

2729 NE 31ST STREET
LIGHTHOUSE POINT, FL 33064

Registered Agent Name & Address

PATEL, HANSA
2729 NE 31ST STREET
LIGHTHOUSE POINT, FL 33064

Authorized Person(s) Detail

Name & Address

Title MGRM

PATEL, HANSA
2729 NE 31ST STREET
LIGHTHOUSE POINT, FL 33064

Title MGRM

GRIECO, FRANCO
2749 NE 1ST STREET
POMPANO BEACH, FL 33062

Annual Reports

Report Year	Filed Date
2014	04/29/2014

Document Images

04/29/2014 -- ANNUAL REPORT

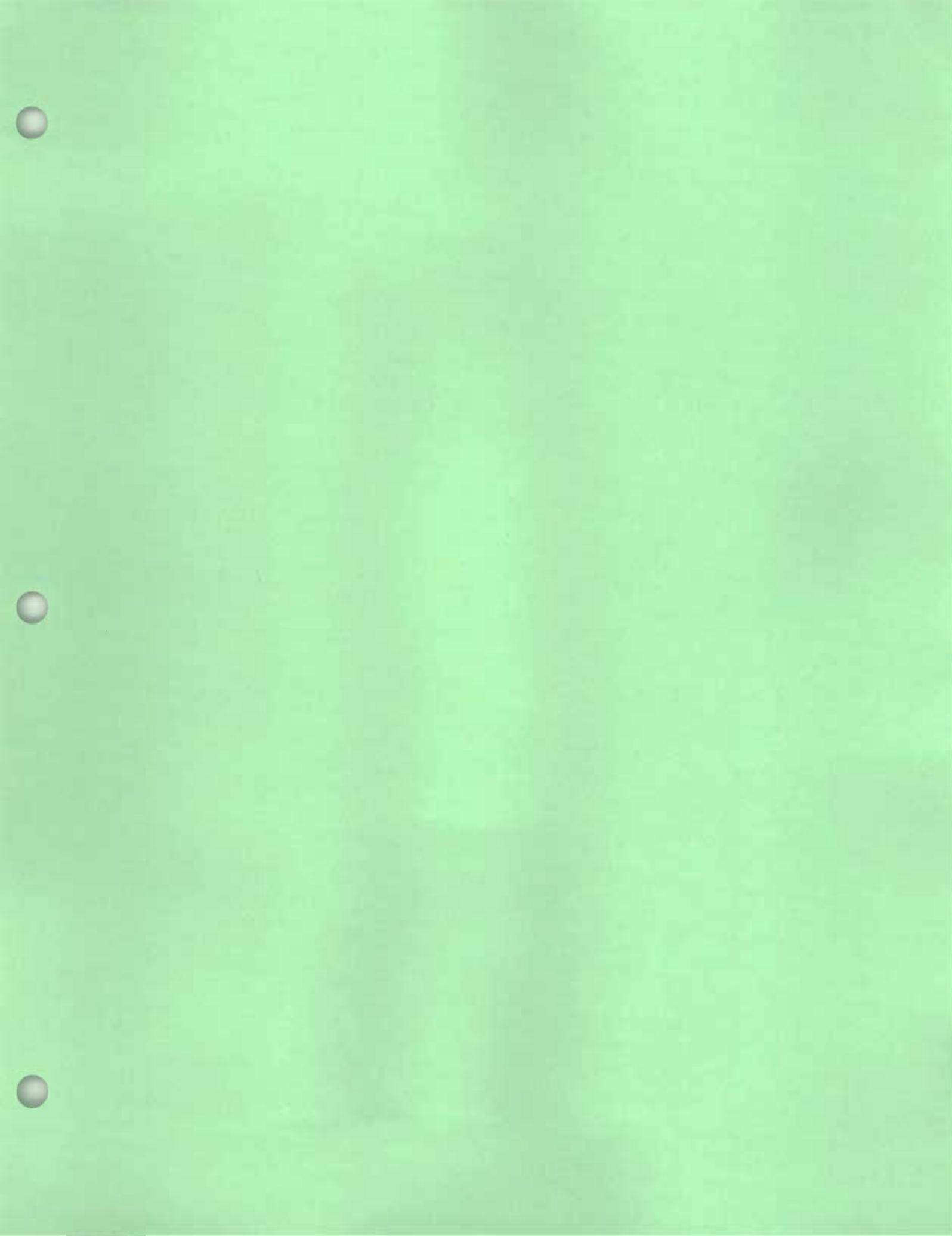
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State of Florida, Department of State

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6-18/14



REGULAR AGENDA

