GRANT AGREEMENT BY AND BETWEEN THE MARGATE COMMUNITY REDEVELOPMENT AGENCY AND ATLANTIC CENTER, LLC

THIS GRANT AGREEMENT is entered into as of the day of MAY, 2025 by and between the MARGATE COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes, with a principal address at 5790 Margate Boulevard, Margate, Florida 33063 ("MCRA"), and ATLANTIC CENTER, LLC, a Florida limited liability company with a principal address at 4000 Hollywood Boulevard, 765-S, Hollywood, Florida 33021 ("GRANTEE").

RECITALS

WHEREAS, GRANTEE submitted a request directly to the MCRA requesting Six Hundred Thousand and 00/100 Dollars (\$600,000.00) in grant funds (the "Grant"), as reimbursement for the costs associated with the renovation of the shopping center located at 6828-6896 West Atlantic Boulevard, Margate, Florida (the "Property"); and

WHEREAS, the GRANTEE submitted the proposed renovation plans and specifications to the MCRA (the "Project"), a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference; and

WHEREAS, the MCRA's Board of Commissioners desires to provide the Grant to GRANTEE for the Project, on a reimbursement basis, and finds that the Grant furthers the purpose of the MCRA, is consistent with the MCRA's Redevelopment Plan, and is consistent with the provisions of Chapter 163, Part III, Florida Statutes; and

WHEREAS, the MCRA authorizes the Executive Director of the MCRA ("Executive Director") to disburse the Grant from the MCRA's budget, on a reimbursement basis to the GRANTEE upon presentation of proper paid invoices and satisfactory documentation to the MCRA by the GRANTEE; and

WHEREAS, GRANTEE and the MCRA wish to enter into this Agreement to set forth the terms and conditions relating to the use by GRANTEE of the Grant in the not to exceed amount of Six Hundred Thousand and 00/100 Dollars (\$600,000.00) ("Grant") for the Project as defined herein.

- NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties agree to as follows:
- 1. **RECITALS.** The recitals and all statements contained therein are true and correct and are hereby incorporated into this Agreement.
- 2. **GRANT**. Subject to the terms and conditions set forth herein and GRANTEE's compliance with all of its obligations hereunder, the MCRA hereby agrees to make available to the GRANTEE the Grant to be used for the purpose and Project as described in Exhibit "A", which is attached hereto, and as disbursed in the manner hereinafter provided.
- 3. USE OF GRANT. The Grant shall be used by GRANTEE as follows: to reimburse the GRANTEE a portion of the costs associated with the renovation of the GRANTEE's building located at 6828-6896 West Atlantic Boulevard, Margate, Florida, which is conceptually depicted in Exhibit "A," (the "Project"), which is attached hereto, and incorporated herein by this reference, which includes the GRANTEE's request for the Grant. The Grant funds shall not be used for any work commenced prior to the execution of this Agreement by the MCRA, or any work not included within the Project as described in Exhibit "A." The GRANTEE shall submit the Project site plan with renderings, which will be substantially similar to the Project as provided in Exhibit "A," to the MCRA Board for approval no later than 180 days after the Effective Date. Following the approval of the MCRA Board, if the GRANTEE makes any revisions to the site plan that substantially alter the Project, the GRANTEE shall submit the revised site plan to the MCRA Executive Director for approval.
- 4. COMPLIANCE WITH POLICIES AND PROCEDURES. GRANTEE understands that the use of the Grant is subject to specific reporting, record keeping, administrative and contracting guidelines, audit, and other requirements affecting the activities funded by the Grant for the Project. GRANTEE covenants and agrees to comply with such requirements, and represents and warrants to the MCRA that the Grant shall be used in accordance with all of the requirements, terms and conditions contained therein, as the same may be amended during the term hereof. Without limiting the foregoing, GRANTEE represents and warrants that it will comply with, and the Grant will be used in accordance with, all applicable federal, state, and local codes, laws, rules and regulations. GRANTEE understands and agrees that any revisions to the Project shall require the approval of the MCRA Board of Commissioners.
 - 5. RECORDS, INSPECTIONS, REPORTS/AUDITS AND EVALUATION.

GRANTEE understands, acknowledges, and agrees that:

- (a) The MCRA must meet certain record keeping and reporting requirements with regard to the Grant and that in order to enable the MCRA to comply with its record keeping and reporting requirements, GRANTEE shall maintain all records as required by the MCRA; and
- (b) At the MCRA's request, and no later than thirty (30) calendar days thereafter, GRANTEE shall deliver to the MCRA such reports and written statements relating to the use of the Grant as the MCRA may require from time to time; and
- (c) All costs and expenses of the Project shall be at actual cost with no markups; and
- (d) The MCRA shall have the right to conduct audits of GRANTEE's records pertaining to the Grant and to visit and to inspect the Project, in order to conduct its monitoring and evaluation activities, and that GRANTEE shall cooperate with the MCRA in the performance of these activities; and
- (e) GRANTEE's failure to comply with these requirements or the receipt or discovery (by monitoring, evaluation, or audit) by the MCRA of any inconsistent, incomplete, or inadequate information shall be grounds for the immediate termination of this Agreement by the MCRA.
- 6. **REVERSION OF ASSETS.** Upon the expiration, termination, or cancellation of the term of this Agreement, any unspent Grant funds shall immediately revert to the possession and ownership of the MCRA.
- 7. INSURANCE REQUIREMENTS: Insurance Requirements for the Project with respect to the GRANTEE and GRANTEE's subcontractors are attached and incorporated herein as Exhibit "B."
- 8. **DISBURSEMENT OF GRANT**. Subject to the terms and conditions contained in this Agreement, and at the time of execution of this Agreement, the MCRA shall make available to GRANTEE, on a reimbursement basis, an amount not to exceed Six Hundred Thousand and 00/100 Dollars (\$600,000.00) in Grant funds. Payments will be made only after GRANTEE has closed out all permits for the Project, obtained a certificate of completion for all elements of the Project from the City of Margate, and submitted to the MCRA, and the MCRA has received and approved in writing such Project specific invoices, (a) which shall be accompanied by sufficient

supporting documentation and contain sufficient details, to constitute a "Proper Invoice" as defined by Section 218.72, Florida Statutes, (b) shall be proof of final payment to licensed contractors for work performed on the Project, and (c) which are subject to verification by the MCRA of acceptable work product for the Project. The MCRA shall not have any obligation to reimburse GRANTEE for any partial payments to contractors or suppliers. The GRANTEE acknowledges that cash payments to contractors or suppliers shall not be eligible for reimbursement. In no event shall payments to GRANTEE under this Grant Agreement exceed Six Hundred Thousand and 00/100 Dollars (\$600,000.00), nor shall Grant funds be used in any form inconsistent with the terms, conditions, obligations, and requirements contained herein.

- 9. TERM. The term of this Agreement shall commence on the date first above written ("Commencement Date"), and shall terminate upon full disbursement of either (a) Six Hundred Thousand and 00/100 Dollars (\$600,000.00) or (b) such lesser amount should the final completion of the Project not require the entire not to exceed amount of Six Hundred Thousand and 00/100 Dollars (\$600,000.00) from the Grant; provided, however, that all rights of the MCRA to audit or inspect, to require reversion of assets, to enforce representations, warranties and certifications, to default remedies, to limitation of liability and indemnification, and to recovery of fees, expenses, and costs shall survive the expiration or earlier termination of this Agreement. This Agreement shall terminate if the GRANTEE does not submit proof of permit close out, the certificate of completion for all elements of the Project, and all proper paid invoices within 365 days from date the MCRA Board approves the final design as provided in Section 3 of this Agreement. The Term of this Agreement may be extended upon the execution of a written amendment to this Agreement signed by both parties.
- 10. **REMEDIES FOR NON-COMPLIANCE**. If GRANTEE fails to perform any of its obligations or covenants hereunder, or materially breaches any of the terms, conditions, obligations, or requirements contained herein, then the MCRA shall have the right to take one or more of the following actions, irrespective of any remedies available to it in law and/or equity:
 - (a) Withhold cash payments, pending correction of the deficiency by GRANTEE;
 - (b) Recover payments made to GRANTEE;
 - (c) Disallow (that is, deny the use of the Grant for) all or any part of the cost for the activity or action for the Project not in compliance;

- (d) Withhold further awards for the Project; and
- (e) Take such other actions and/or remedies that may be legally permitted.
- (f) Should the GRANTEE fail to maintain the Project, and fail to reimburse the MCRA as described herein, the GRANTEE grants the MCRA the right to file a lien against the Property in the amount of the Grant, or portion thereof, as applicable.
- OWNERSHIP OF PROPERTY. The GRANTEE, agrees to maintain ownership of the Property for no less than ten (10) years from the date of issuance of the certificate of completion for the Project, and to maintain the improvements paid for by this grant and in accordance with this Agreement for a period not less than ten (10) years from the date of issuance of the certificate of completion of the Project. Should the GRANTEE fail to maintain the Project or sell the Property prior to the conclusion of the tenth anniversary following the issuance of the certificate of completion for the Project, the Recipient agrees to reimburse the MCRA the total amount of the Grant, which shall be reduced by 10% for each year after the issuance of the certificate of completion (e.g. if the GRANTEE sells the property after year 5, the amount to be repaid shall be reduced to 50% of the Grant).
- 12. **PROPERTY MAINTENANCE.** The GRANTEE agrees to operate and maintain the Project and Property in accordance with commonly-accepted industry standards for the life of the Project. The GRANTEE shall keep and maintain the Project interior and exterior in good and safe condition and shall make repairs in a timely fashion. The GRANTEE shall use all reasonable efforts to prevent damage or disrepair to the Project.
- 13. NON-DISCRIMINATION. GRANTEE, for itself and on behalf of its contractors and sub-contractors, agrees that it shall not discriminate as to race, sex, color, religion, national origin, age, marital status, sexual orientation, or disability in connection with its performance under this Agreement. Furthermore, GRANTEE represents that no otherwise qualified individual shall, solely, by reason of his/her race, sex, color, religion, national origin, age, marital status, sexual orientation, or disability be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving financial assistance pursuant to this Agreement.
 - 14. **CONFLICT OF INTEREST.** GRANTEE covenants, represents and warrants that

it will comply with all applicable conflict of interest provisions including, but not limited to, the Broward County Code of Ethics:

15. **CONTINGENCY CLAUSE**. Funding for this Agreement is contingent on the availability of funds and continued authorization for Project activities, and is subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or change in regulations.

16. **CERTIFICATIONS RELATING TO THE GRANT.** GRANTEE certifies that:

- (a) All expenditures of the Grant shall be made only for the Project and in accordance with the provisions of this Agreement.
- (b) Reasonable accounting records for the Project shall be maintained by GRANTEE.
- (c) The expenditures of the Grant shall be properly documented and such documentation shall be maintained on file at the Project site.
- (d) Periodic progress reports shall be provided to the MCRA as requested from time to time.
- (e) No expenditure of Grant funds shall be used for political activities.
- (f) GRANTEE shall be liable to the MCRA for any amount of the Grant expended in a manner inconsistent with this Agreement.
- 17. **MARKETING**. The GRANTEE shall comply with the following provisions related to the marketing of the Project:
 - (a) GRANTEE shall consult with the MCRA's Executive Director regarding all uses and displays of the recognition of the MCRA.
 - (b) GRANTEE shall prominently display signage acknowledging the MCRA's Grant contribution to the Project at GRANTEE's primary place of business, and for a period of two (2) years after expiration of this Agreement.
 - (c) GRANTEE shall produce, publish, advertise, disclose, or exhibit the MCRA's name and/or logo, in acknowledgement of the MCRA's contribution to the Project, in all forms of media and communications created by GRANTEE in relation to this Agreement and/or the Project, for the purpose of publication, promotion, illustration, advertising, trade or any other lawful purposes, including but not limited to stationary, newspapers, periodicals, billboards, posters, email, direct mail, flyers, telephone,

- public events, and television, radio, or internet advertisements or postings, or interviews.
- (d) The MCRA shall have the right to approve the form and placement of all acknowledgements, which approval shall not be unreasonably withheld.
- (e) GRANTEE further agrees that the MCRA's name and logo may not be otherwise used, copied, reproduced, altered in any manner, or sold to others for purposes other than those specified in this Agreement. Nothing in this Agreement, or in GRANTEE's use of the MCRA's name and logo, confers or may be construed as conferring GRANTEE any right, title, or interest whatsoever in the MCRA's name, identifying information, and logo beyond the limited right granted in this Agreement.
- 18. **DEFAULT**. If GRANTEE fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then GRANTEE shall be in default. Upon the occurrence of a default hereunder the MCRA, in addition to all remedies available to it by law, may immediately, upon written notice to GRANTEE, terminate this Agreement whereupon all payments, advances, or other compensation paid by the MCRA to GRANTEE while GRANTEE was in default shall be immediately returned to the MCRA. GRANTEE understands and agrees that termination of this Agreement under this section shall not release GRANTEE from any obligations accruing prior to the effective date of termination.
- 19. NO LIABILITY OF THE MCRA OR THE CITY. None of the respective officers, employees, agents, representatives, or principals, whether disclosed or undisclosed, of the MCRA and of the City of Margate ("City") shall have any personal liability with respect to any of the provisions of this Agreement. Any liability of the MCRA and of the City under this Agreement shall be subject to the limitations imposed by Section 768.28, Florida Statutes.
- 20. SPECIFIC PERFORMANCE. In the event of breach of the Grant Agreement by the MCRA, the GRANTEE may only seek specific performance of the Grant Agreement and any recovery shall be limited to the actual amount of the Project costs not to exceed the amount of Grant funding authorized for the Project. In no event shall the MCRA be liable to GRANTEE for any additional compensation, other than that provided herein, or for any consequential or incidental damages.
 - 21. **INDEMNIFICATION OF THE MCRA AND THE CITY.** GRANTEE hereby

agrees to indemnify, protect, defend, save, release, and hold harmless the MCRA, the City, and their respective officers, employees, agents, representatives, and principals from and against any and all claims, actions, damages, liability and expense (including fees, costs, and expenses of attorneys, investigators and experts) in connection with loss of life, personal injury, or damage to property arising out of the performance or non-performance of this Agreement and the Project, except to the extent such loss, injury or damage was caused by the gross negligence of the MCRA, the City, or their respective officers, employees, agents, representatives, and principals.

- 22. **DISPUTES.** In the event of a dispute between the Executive Director of the MCRA and GRANTEE as to the terms and conditions of this Agreement, the Executive Director of the MCRA and GRANTEE shall notify each in writing of the dispute and proceed in good faith to resolve the dispute within thirty (30) calendar days of such written notice. If the dispute is not resolved within such thirty (30) calendar days, the dispute shall be submitted to the MCRA's Board of Commissioners ("Board") for resolution within ninety (90) calendar days thereof, or such longer period as may be agreed to by the parties to this Agreement. The Board's decision shall be deemed final and binding on the parties.
- 23. **CAPTIONS**. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe, or amplify the terms and provisions of this Agreement or the scope or intent thereof.
- 24. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement of the parties hereto relating to the Grant, and correctly set forth the rights, duties, and obligations of the parties. There are no collateral or oral agreements or understandings between the MCRA and GRANTEE relating to this Agreement or the Grant and/or Project. Any promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement shall not be modified in any manner except by an instrument in writing executed by the authorized representatives of the parties. The MCRA's authorized representative is the Executive Director. GRANTEE's authorized representative is Todd Nepola.
- 25. CONSTRUCTION. Should the provisions of this Agreement require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents

of both parties have equally participated in the preparation of this Agreement.

- 26. COVENANTS. Each covenant, agreement, obligation, term, condition or other provision herein contained shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Agreement unless otherwise expressly provided. All of the terms and conditions set forth in this Agreement shall apply throughout the term of this Agreement unless otherwise expressly set forth herein.
- 27. **CONFLICTING TERMS**. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms of this Agreement shall govern.
- 28. **WAIVER**. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing by the non-breaching party.
- 29. **SEVERABILITY**. Should any provision contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, then such provision shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, that same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- 30. NO THIRD-PARTY BENEFICIARY RIGHTS. No provision of this Agreement shall, in any way, inure to the benefit of any third parties so as to constitute any such third party a beneficiary of this Agreement, or of anyone or more of the terms hereof, or otherwise give rise to any cause of action in any party not a party hereto.
- 31. **AMENDMENTS**. No amendment to this Agreement shall be binding on either party, unless in writing and signed by the authorized representatives of both parties.
- 32. OWNERSHIP OF DOCUMENTS. Upon request by the MCRA, all documents developed by GRANTEE shall be delivered to the MCRA upon completion of this Agreement, and may be used by the MCRA, without restriction or limitation. GRANTEE agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes. It is further understood by and between the parties that any document which is given by the MCRA to GRANTEE pursuant to this Agreement shall

at all times remain the property of the MCRA, and shall not be used by GRANTEE for any other purposes whatsoever, without the written consent of the MCRA.

- 33. AWARD OF AGREEMENT. GRANTEE warrants that it has not employed or retained any person employed by the MCRA to solicit or secure this Agreement, and that it has not offered to pay, paid, or agreed to pay any person employed by the MCRA any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of the Grant.
- 34. **NON-DELEGABILITY**. The obligations of GRANTEE under this Agreement shall not be delegated or assigned to any other party without the MCRA's prior written consent which may be withheld by the MCRA, in its sole discretion.
- This Agreement shall be construed and enforced in accordance with Florida law without regard to its conflicts of law provisions. In the event of litigation, controversies, or legal problems arising out of or as a result of this Agreement and/or the Project, shall be submitted to the jurisdiction of the State of Florida courts in the Seventeenth Judicial Circuit in and for Broward County, Florida. The venue shall be Broward County, Florida. Each party shall be responsible for its own attorney's fees, costs, and expenses. Moreover, GRANTEE acknowledges that it shall adhere to any and all state, local, and federal laws, rules and regulations in undertaking the Project and in complying with this Agreement, including the Code of Ordinances of the City of Margate, Florida, as amended.
- 36. WAIVER OF JURY TRIAL. GRANTEE and the MCRA hereby knowingly, irrevocably, voluntarily, and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, claim, or counterclaim based on this Agreement and/or the Project, or arising out of, under, or in connection with this Agreement, the Project, any renewal(s) hereof, any amendment, extension, or modification of this Agreement, or any other agreement executed between the parties in connection with this Agreement, the Project, or any other course of conduct, course of dealing, statements (whether verbal or written), or any other actions of any party hereto. This waiver is a material inducement for the MCRA and the GRANTEE to enter into this Agreement.
- 37. **TERMINATION OF CONTRACT FOR CONVENIENCE**. The MCRA retains the right to terminate this Agreement at any time for convenience, without penalty to the MCRA.

In that event, the MCRA shall give five (5) days written notice of termination to GRANTEE.

38. **NOTICE.** All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail, addressed to the party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth (5th) day after being posted, or the date of actual receipt, whichever is earlier.

To MCRA:

Margate Community Redevelopment Agency 5790 Margate Boulevard Margate, Florida Attn: Cale Curtis, Executive Director

To GRANTEE:

Todd Nepola 4000 Hollywood Blvd, 765-S Hollywood, Florida 33021

- 39. **INDEPENDENT CONTRACTOR.** GRANTEE, its contractors, subcontractors, employees, and agents shall be deemed to be independent contractors, and not agents or employees of the MCRA, and shall not attain any rights or benefits under the civil service or pension programs of the MCRA, or any rights generally afforded its employees; further, they shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the MCRA.
- 40. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.
- 41. AUTHORITY. Both the MCRA and GRANTEE certify that each possesses the legal authority to enter into this Agreement. A resolution, motion or similar action has been duly adopted as an official act of each party as a governing body, authorizing the execution of this Agreement, and identifying the official representative of each to act in connection herewith and to provide such additional information as may be required by the terms of this Agreement.
- 42. **PUBLIC RECORDS.** GRANTEE understands that the public shall have access, at all reasonable times, to all documents and information pertaining to the MCRA, subject to the provisions of Chapter 119, Florida Statutes, and any specific exemptions there from, and GRANTEE agrees to allow access by the MCRA and the public to all documents subject to

disclosure under applicable law unless there is a specific exemption from such access. GRANTEE's failure or refusal to comply with the provisions of this section shall result in immediate termination of the Agreement by the MCRA. Pursuant to the provisions of Section 119.0701, Florida Statutes, GRANTEE must comply with the Florida Public Records Laws, specifically the GRANTEE must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the GRANTEE upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. All records stored electronically must be provided to the MCRA in a format compatible with the information technology systems of the public agency.

GRANTEE agrees that any of the obligations in this section will survive the term, termination and cancellation hereof.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK 5790 MARGATE BLVD., MARGATE, FL 33063 (954) 935-5327, CityClerk@Margatefl.com

43. **SURVIVAL.** All obligations (including but not limited to indemnity and obligations to defend, release, and hold harmless) and rights of any party arising during or

attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile, .pdf and other electronic signatures to this Agreement shall have the same effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized as of the day and year above written.

ATTEST:

Name:

ATLANTIC CENTER, LLC, a Florida

Limited Liability Company

By:

Print Name:

Title: Mcncs

MARGATE COMMUNITY REDEVELOPMENT AGENCY

ATTEST:

Cale Curtis Executive Director

Date: MAY 14, 2025

Anthony N. Caggiano, Chair

COMPOSITE EXHIBIT "A"- PROJECT DESCRIPTION















7TH AVENUE VILLAGE





7TH AVENUE VILLAGE





7TH AVENUE VILLAGE





 7^{TH} AVENUE VILLAGE



























PROPOSALS

EXTERIOR IMPROVEMENT	→	\$372,160.60
DUMBSTER	→	\$12,220.00
ADA RAMPS	→	\$26,788.00
MONUMENT SIGN	→	\$18,000.00
LANDSCAPING	→	\$9,200.00
DOORS AND WINDOWS	→	\$261,495.00
ARCHITECTURAL PLANS	→	\$36,500.00
CIVIL PLANS	→	\$6,800.00
LANDSCAPING PLANS	→	\$5,900.00
ROOF REPLACEMENT	→	\$320,000.00
ROOF A/C BROUGHT UP TO CODE	>	\$50,450.00
PARKING LOT IMPROVEMENT - ASPHALT	→	\$114,856.00

GRAND TOTAL: \$1,234,369.60

SUPREME BUILDERS GROUP LLC

REVISED PROPOSAL

FROM

SUPREME BUILDERS GROUP I

10220 NW 50th Street Sunrise, Florida 33351

TEL # 954-200-0373, 954-794-8671 EMAIL: 4supremebuilders@att.net

LIC # CGC1529119 / CFC1430620 / CCC1332601 PROPOSAL SUBMITTED TO:

Atlantic Plaza I I C

Phone: 954-966-8181 Fax: 954-981-1950 Email: todd@cc-reg.com 04302025

PAGE NO. 1 OF 3 PAGES DATE: Apr. 30, 25

JOB NAME:

Exterior Improvement Atlantic Plaza I I C

ADDRESS: CITY/STATE/ZIP: 6828-6896 W Atlantic Blvd Margate, FL 33063

We hereby submit specifications and estimate for:

SCOPE OF WORK: Exterior Improvement

DEMOLITION

Cut off eight (8) tops of parapet wall on building to create a new level surface 20" above existing

- STRUCTURAL

 Make forty nine (49) new columns with 20 gauge 6" metal stud and track in front of existing concrete columns on building.

 Columns size will be 10" deep x 24" wide and 18ft long.

 Columns will be made with 20 gauge 6" stud and track.

 Sheet with 5/8" CDX plywood.

 Wrap with 30 lb felt paper.

 Wrap with paperback and vinyl corner bead on the edges.

 Install stucco stop for decoration and stucco smooth.

 Install eighteen (18) aluminum awnings 12' x 4'.

 Install seventeen (17) aluminum tube awning with vinyl covering 12' x 4'.

 Install new 12" x 20"decorative foam on the entire parapet of building (Owner to choose style).

 Install new 12" x 20"decorative foam on the entire parapet of building (Owner to choose style).

 Install new stucco band 4ft up from sidewalk.

 Install stones 4" up on each column.

 Install stones 4" up on each column.

 Install stones approximately 4ft high x 12ft long to match aluminum awnings.

 Paint building (Owner to choose color).

ELECTRICAL

- Install 24" vertical column lights,
 Run new electrical conduit from house panel to fifty (50) new Colvert LED Outdoor Scones.

DUMPSTER

- Remove the existing wood fence around the dumpster.

 Drill and epoxy No.5 Rebar to create new columns on the east side of the dumpster.

 Infill 8" CDX blocks on three (3) sides of dumpster.

 Make new beams on top of CMU walls for reinforcement with No. 5 Rebar.

 Pour columns and blocks with 3000 PSI concrete.

 Make new steel gates with steel bolts and install on front of dumpster.

ADA RAMPS

MONUMENT SIGN

LANDSCAPING

- Install new Irrigation lines to each zone. Install new rain sensor.
- Install new sprinkler heads.
- Install new water bubble (approximately)......\$ 9,200.00

- DOORS AND WINDOWS

 Remove forty (40) old non-impact Storefront Doors with side window and transom above doors.
 - Remove nine (9) old non-impact double Storefront Windows.
 - Remove one (1) old double non-impact Storefront door with transom light.
- Install forty (40) new Impact Storefront Doors with transom light, door closure and panic device as per the 2020 Florida Building Code.
- Install nine (9) new Impact double Storefront Windows as per the 2020 Florida Building Code. (Owner to
- Install one (1) new Double Impact Storefront Door with transom light with door closure and panic device as per the 2020 Florida Building Code.

MATERIAL AND LABOR COST......\$261,495.00

PLAN FEES

- Cost to prepare Landscaping Plans......\$ 5,900.00

TOTAL MATERIAL AND LABOR COST FOR THIS PROPOSAL......\$ 749,063.36

TOTAL: \$749,063.36 (SEVEN HUNDRED AND FORTY NINE THOUSAND AND SIXTY THREE DOLLARS AND SIXTY

NOTE: Permit fee is not included in this Proposal.

NOTE: - We will remove the signs to enable us to perform work, but we will not be responsible to put

NOTE: The Comcast Cables which are around the north and western section of the building must be removed by

NOTE: Any work that is not included in this Proposal will be considered a "CHANGE ORDER".

All material is guaranteed to be as specified. All work to be completed in a work-man-like 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, accident or delays beyond our control. This proposal subject to acceptance within 14 days and it is void thereafter at the option of the

SUPREME BUILDERS GROUP LLC

DATE OF WORK COMMENCEMENT AND SUBSTANTIAL COMPLETION Commence work: Upon Permit Issuance, Construction time through substantial completion: Approximately 3 MONTHS Not including delays and adjustments for delays caused by holidays; inclement weather; accidents; additional time required for change order and additional work; delays caused by owner, owner's design professionals, agents, and separate contractors; and other delays unavoidable or beyond the control of the contractor.				
CONCEALED CON with the project in discovered once wo was bid, contractor additional work unde is released, held he problems and is no same.	DITIONS: This Agreement is based solely on the observations Contractor was able was able to make its condition at the time the work of this Agreement was bid. If additional concealed conditions are ork has commenced or after this Agreement is executed which are not visible at the time this Agreement will point out these concealed conditions to owner, and these concealed conditions will be treated as or this Agreement. Contractor and Owner may execute a change order for this additional work. Contracto armless, and indemnified by owner from all pre-existing mold, fungus, mildew, and organic pathoger tresponsible for costs or damages associated with correcting, containing, testing, or remediating the			
	PROPOSAL specifications and conditions are hereby accepted, you are authorized to do the work as swill be made as outlined above.			
ACCEPTED:				
_	Signature			
DATE				
_				
Signature _	SUPREME BUILDERS GROUP, LLC.			
Signature _	SUPREME BUILDERS GROUP, LLC.			
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KAJ SOLUTIONS INC

KAJ Solutions Inc.

DBA KAMERON ROOFING

6741 SW 12 ST PEMBROKE PINES, FL. 33023 954-822-0822- CCC1333274

6828 - 6896 West Atlantic Blvd Margate, FL 33063

11/21/2024

PROPOSAL/ACCEPTANCE GAF BUR REROOF

- 1. ALL ROOFS WILL BE TORN OFF DOWN TO DECKING AFTER.
- 2. THE DECK WILL BE PRIMED WITH MODIFIED PRIMER.
- 3. THEN MOP A 75# BASE SHEET ON TOP OF THE DECK.
- THEN ONE LAYER OF RUBBERROID SMOOTH 20 UNDERLAYMENT WILL BE HOT MOPPED ON TOP WITH TYPE IV ASPHALT.
- THEN A FINAL MINERALIZED CAP SHEET WILL BE HOT MOPPED AS THE FINAL LAYER.
- WE WILL TIE THE DECK INTO PARAPET WALLS WITH TERMINATION BAR (ATTACHED EVERY 6' PER CODE) AND STUCCO STOP PER CODE 8" ABOVE DECK.
- ALL THE AC CURBS AND OTHER EQUIPMENT WILL ALSO BE TIED INTO AND SEALED INTO THE DECK WITH TERMINATION BAR AND STUCCO STOP. ALL THE AC STANDS WILL GET NEW PITCH PANS.
- 8. ALL FLASHING, AND VENTS WILL BE REPLACED AND SEALED.
- ALL PERFORATIONS WILL BE SEALED WITH FLASHING CEMENT AND MEMBRANE WHERE APPLICABLE.
- 10. INSTALL ALL NEW RETROFIT FLOOR DRAINS.

PERMIT AND ENGINEERING REPORTS ARE RESPONSIBLE BY THE OWNER AT COST.

DUMP FEES ARE INCLUDED IN THIS QUOTE, ALL WORK TO BE DONE IN ACCORDANCE WITH THE FBC AND THE MANUFACTURER GUIDELINES.

TOTAL COST: \$320,000.00

\$30,000.00 AT SIGNING, 50% AT PERMIT TO DROP OFF MATERIALS AND START, 35% OF TOTAL AFTER TWO INSPECTIONS, BALANCE UPON COMPLETION

FIVE YEAR CONTRACTOR WARRANTY LABOR AND MATERIAL,
TEN YEAR PRODUCT WARRANTY

*NOTE.

- ALL NECESSARY LICENSE AND INSURANCE FEES ARE INCLUDED IN THIS PROPOSAL.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ROOF AND BUILDING SYSTEMS PRODUCT CONTROL APPROVAL AND SOUTH FL. BUILDING CODE.
- CONTRACTOR GUARANTEES THAT ALL MATERIALS FURNISHED WILL BE OF STANDARD QUALITY.
- ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDER AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE.
- ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. (OWNER IS TO CARRY FIRE, TORNADO, HURRICANE, AND OTHER NECESSARY INSURANCE).
- OUR WORKERS ARE FULLY COVERED BY WORKMENS COMPENSATION INSURANCE.
- THIS PROPOSAL IS VALID FOR 30 DAYS.
- PAYMENTS NOT RECEIVED IN FULL WILL RESULT IN TERMINATION OF WARRANTY.

APPROVED BY:

Date:

I ACCEPT THE TERMS AND CONDITIONS OF THIS QUOTE AND WOULD LIKE THE WORK DONE AS SPECIFIED.

MASSIVE AIR INC

Massive Air INC

2905 NW 28th St Lauderdales Lakes, FL 33311 (954) 900-5936 Office (954) 900-3453 Fax (954) 261-7666 Cell Massiveair2@gmail.com



BILL TO

Todd

ESTIMATE # ESTIMATE DATE 1213 05/02/2025

6828-6896 Atlantic Plaza

Estimate Total

\$50,450.00

DESCRIPTION	AMOUNT
Installed (50)roof copper lines jacks.	5,000.00
Installed all condenser on roof stands.	8,500.00
Installed hurricane tiedown straps on all units.	2,500.00
Removed all all exhaust fan and motor that sitting on roof.	950.00
Fix all disconnect box that goes to condenser on roof.	6,000.00
Installed metal cap on all area that is needed were condensers are sitting	9,500.00
Installed aluminum bracket, and all condenser due to hurricane.	6,000.00
Needs to cut copper tubing and extend to reach stands height.	12,000.00

TERMS & CONDITIONS

50% deposit/50% due after completion of work

Thank You!!









RETHINK PAVEMENT MAINTENANCE

CURRENT CAPITAL PROPOSAL MILL AND PAVE (DAYCOVEN) AND LINE STRIPING AT ATLANTIC PLAZA



PREPARED FOR: cc-reg.com | Todd T. Nepola May

May 05, 2025

OUR TEAM





JOHN SZKOLNIK OWNER / OPERATOR

John has over 30 years of experience working in various industries such as finance, recycling, and construction. Because of his work in fiscal planning, he has had many opportunities to work with different government agencies to bid for government contracts. John knows the importance of being a team player and leading by example.



EDUARDO SZKOLNIK OWNER / OPERATOR

Eduardo is a Industrial Engineer and has worked in the Recycling business for 20 years designing, building, and operating complex recycling facilities and vehicle fleets.





It started in 2012 with one machine and the determination to disrupt an industry. Since then, EverLine has grown each and every

Line striping began as-and still is-our core business; But in our journey to become a one-stop shop for all of our customers, we have expanded our offerings to include a breadth of pavement maintenance services.

As an award-winning business with locations across the country (and now with two appearances on CBC's Dragon's Den) we are uniquely poised to offer our great customer service, value and quality to each and every parking lot in America.

ACCREDITATION

- · Fully Certified Safety Program (COR)
- · \$4,000,000 Commercial General Liability Insurance
- · Fully Licensed Business in Florida
- · ISNetworld / Contractor Check / Comply Works
- · Full WCB Clearance

OUR PURPOSE

For Our Clients

EverLine contributes to society by providing cutting-edge solutions with a focus on safety objectives, value and aesthetic excellence for our clients and their patrons.

For Our People

Our purpose is to provide our employees with a workplace that is considered a vehicle for personal and professional growth.

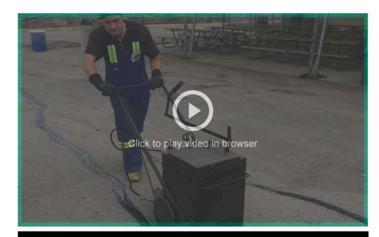
OUR KEYS TO SUCCESS

Our high quality is systemized.

02 We constantly innovate.

03 We answer the call.

OUR EXPERTISE



WATCH US IN ACTION IN THIS 3-MIN VIDEO!

Line Striping

- Parking Lots
- Custom Stenciling
- Durable Traffic Markings
- Interior Safety Lines

Asphalt Maintenance & Repairs

- Crack Filling
- Sealcoating
- Pothole Repair & More

Parking Lot Services

- Power Sweeping
- Power Washing
- Sign/Wheel Stop/Bollard Installation

Epoxy & Specialty Flooring

- · Slip-resistant Solutions
- Durable Flooring
- · Aesthetic Improvement

Parking Garage Maintenance

- · Membrane Repair & Installation
- Sweep & Scrub
- · Wall & Ceiling Painting





WHY WORK WITH EVERLINE?

Our mission is to be known as the company that changed everything in our industry and you'll see how we are doing it.

 We are here to make an impact. We hold ourselves to an extremely high standard and are breaking new ground. We are excited about every single project that we are a part of - it's an opportunity to prove ourselves.



We strive to be the leaders in our field when it comes to communication, credibility, professionalism and quality.

We are cutting edge - and you'll get much better service because of it. We bring:

- State-of-the-Art Technology for great project management
- Top quality products and modern equipment to ensure that you are getting the best options and value available for your project's needs
- Innovative solutions that will maximize value on every project that we work on









WE PROVIDE
GREAT QUALITY
& EXPERIENCE BY
FOLLOWING OUR
C.O.R.E. QUALITY
SYSTEM!

Clear scope: We ensure that there is a clear scope of work generated from our clients for our crews. This guarantees the finished project matches your vision.

Operations report: Utilizing cloud-based technology provides you with up-to-date and immediate progress reports in real time. You will always be in-the-know.

Reach out: We contact you when our crews mark the report as complete. This provides you a final update on the project - Ready for your review.

Evaluate: We ask for your feedback and then analyze the project and experience you had with us. This allows us to become better service providers and offer better pricing.

WE ARE DRIVEN

Dedicated to giving all of our effort, respect, expertise and attention to our clients, our stakeholders and each other every day.

Resourceful by constantly innovating to provide better solutions.

Integrity-Focused through working with honesty, purpose, and delivering on our promises.

Value Based by operating at all times according to our values of respect, sustainability, mutual support and community enhancement.

Excelling the set standards of communication, credibility, professionalism and quality for our industry and will continue to lead in all ways possible.

Nourishing our employees by providing an environment that is fun, friendly and encourages the achievement of their full potential.

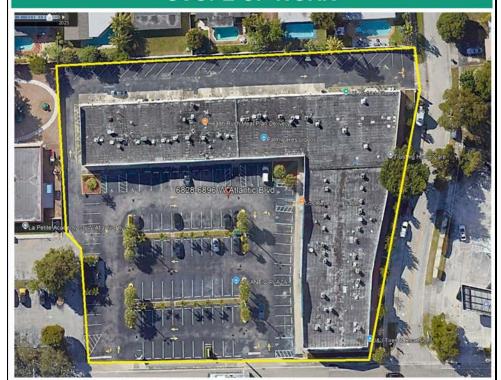
EverLine







SCOPE OF WORK



6828-6896 W Atlantic Blvd, Margate, FL 33063



Rethink Pavement Maintenance

EverLineCoatings.com

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MILL AND PAVE BY DAYCOVEN



Client Name: Everline Coating and Services
Project Address: 6828-6896 W Atlantic Blvd • Margate, FL 3306
Date: 5/2/2025

PROJECT ESTIMATE / QUOTE

Estimate #: 1-042025-01

cope of Work: Site preparati

√ Site preparation and grading
√ Asphalt paving – mill and pave.

✓ Edding and compacting.
✓ Quote dos not include: Testing, Mot, Surveying, Rebers, Permit Fees, Payment or performance bond, Police, work at night, Pavement Markings or sigms, Landscapi

— Compacting and Compacting.

— Compacting and Compact

ITEM	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
1	MELING AND PRIVING OF EXISTING ASPHALT PRIVEMENT, FOLLOWED BY INSTALLATION OF HOT MIX ASPHALT CONCRETE WITH A COMMISCITE THICHES IS INCHES, ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH INDUSTRY STANDARDS AND APPLICABLE LOCAL REQUILITIONS.				
1.1	Customer Parking Lot Area	SQFT	40,095.00	\$ 1.50	\$ 60,142.50
12	Access Road and Employee Parking Area	SQFT	18,209.00	\$ 1.50	\$ 27,313.50
	The scope includes:				
	Mobilization of equipment and personnel to the project site in Margate, FL.				
	Surface cleaning and preparation of the milled area to receive new hot mix aspholt.				
	Transportation and on-site delivery of hot mix asphalt (HMA).				
	Uniform spreading and leveling of the asphalt mix using paving equipment.				
	Compaction using vibratory and static rollers to achieve required density and surface smoothness.				
	Quality control to ensure compliance with specified thickness, slope, and finish.				
	Final cleanup of the work area to leave the site in a neat and orderly condition.				
				TOTAL	\$ 87,456.00

"Taxes and permit fees not included unless specified."

Project Timeline:

Estimated Completion: TBD

Payment Terms and Additional Condition

This proposal subject to acceptance within 30 days is void thereafter at the option of the undersigned

The work and material performed by the Company may result in a lien being placed on the premises described above, in case the owner defaults in any payment under this cor Owner hereby agrees to accept full responsibility for all fences, adewalk, all underground pipes, wires, septic tanks, drain lines, well, etc. unless stated above.

The company sum not be reproposed not output age or easy due to stress, fires, accesses, or other cause developed as contrary, not the same developed not contrary to the contract by the continuers, the customers agent to pay all cost and reasonable attorney's free incurred by DMCCDVIN CONSTRUCTIONS, LLC. as a result of said de All meterial is guaranteed to be as specified.

All meterials is considered in a secondarial message contracting the contracting of the contracting the contracting the contracting of the contracting the contractin

Any alteration or deviation from above specifications involving extra cost will be executed upon written orders and will become

DANIEL CORONADO

EverLine

DAYCOVEN CONSTUCTIONS LLC

Rethink Pavement Maintenance EverLineCoatings.com

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Project Location: 6828-6896 W Atlantic Blvd, Margate, FL 33063

DESCRIPTION	PRICE	QTY	SUBTOTAL
Infrared Hot-Mix Asphalt Repair: Includes the removal and replacement of existing, failed asphalt.	\$4,000	1	\$4,000

Scope of Work:

- Allowance areas to be be repaired before and after Mill and Pave Work

Service Notes:

- Service includes the removal, recycling, or disposal of failed existing asphalt material utilizing our specialized Infrared Technology.
- Intact surrounding asphalt prepared using our CRF Asphalt Rejuvenator to ensure bonding with new asphalt materials.
- Insertion and compaction of Hot-Mix materials using mechanical means to ensure proper asphalt compaction and density.
- Highly experienced and enthusiastic staff on site at all times.

TOTAL (INCLUDES TAX) \$4,000



CONCRETE REPAIR SERVICES

Project Location: 6828-6896 W Atlantic Blvd, Margate, FL 33063

DESCRIPTION SUBTOTAL

Concrete Repair:

\$2,500

Includes the removal and preparation of the degraded concrete area & the pouring and leveling of new concrete repair material.

Scope of Work:

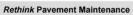
- Allowance areas to be repaired before and after Mill and Pave

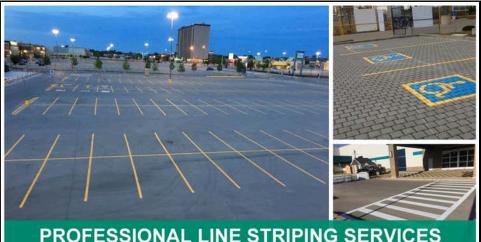
Service Notes:

- Repair area will be cleaned out to remove all dirt and debris for a clean application and
- A bonding agent will be applied, where necessary, to ensure a chemical bond between the existing and new concrete.
- Existing concrete surface will be dampened before placing the new concrete to ensure moisture is not drawn out of the new mix prematurely.
- All existing, adjacent joints will be maintained and repaired during this process.
- Highly experienced and enthusiastic staff on site at all times. Clean-up done daily and in full upon completion.

TOTAL (INCLUDES TAX) \$2,500







Project Location: 6828-6896 W Atlantic Blvd, Margate, FL 33063

DESCRIPTION SUBTOTAL

Value Striping - Repaint: \$5,900

Scope of Work:

- Restripe with Traffic Reflective Latex Paint

Includes the repainting of existing markings.

- Parking Stalls
- ADA Handicap Spaces with Safety Ramp Hatch
- Lane Lines
- No parking Fire Lane Area
- Directional Arrows.
- Stop Bars
- Concrete Curb
- Paint all Wheel Stops
- Supply and Install Blue RPM for Hydrant marking on road

Service Notes:

- Traffic markings to be painted using high quality Municipal-Grade traffic paint.
- All high traffic areas will receive 2 coats of paint (Crosswalks, speed bumps, stop bars etc).
- Highly experienced and enthusiastic staff on site at all times.
- Clean-up done daily and in full upon completion.

TOTAL (INCLUDES TAX) \$5,900



Project Location: 6828-6896 W Atlantic Blvd, Margate, FL 33063

DESCRIPTION	PRICE	QTY	SUBTOTAL
Remove and install 130 Whe	eel Stops:		\$7,800
Remove & Dispose old Whee Wheel Stops:	\$15,000		
Service Notes:			
- Highly experienced and enthu	siastic staff on site at all tim	nes.	
- Clean-up done daily and in full	l upon completion.		
AXTOTAL (INCLUDES TAX)			\$15.00



Rethink Pavement Maintenance

EverLineCoatings.com



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Rethink Pavement Maintenance

verLineCoatings com

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AGREEMENT Everline Project: \$27,400.00

Daycoven Project: \$87,456.00 TOTAL Project: \$114,856.00

In order for us to provide the best service at the best possible price, we request our clients assistance in...

- · Having work areas clean and free of debris, tools or obstacles before our arrival - This ensures efficient production of our crews.
- · Irrigation or sprinkler systems turned off before and during our
- · Adequate lighting turned on for the entirety of our scheduled visit.
- · Ensuring the site is a safe working environment (according to OH&S standards) for our team members.

All work will be completed completed as per the Scope of Work provided to EverLine Coatings.

We are here to work with you! If you are unable to accommodate the above requirements, please let us know before our scheduled visit so we can make necessary adjustments.

If our crews arrive on site and any of the above requirements are not met there may be additional fees charged above the quoted amount.

Please feel free to contact us if you have any questions or if there is anything else we can add to make this a great experience.

We look forward to working with you! **EverLine Coatings**

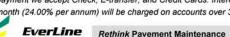


John Szkolnik I **Current Capital**

Todd T. Nepola | President

Permits by Owner, Everline Coatings and Services Southeast Florida will manage the process if requested and charge the customer for Permits when require by the city and/ or county. Permit Running charge will be between \$1,000 to \$2,000 depending on work needed. Additional work outside of the scope for this proposal as well as permits will also be charge separately. Payment Terms 50% Deposit Due Upon Sign Contract, 50% Due Upon Completion. This proposal expires thirty (30) days from the presented date hereof, but may be accepted at any later date at the sole option of Everline Coatings and Services Southeast Florida.

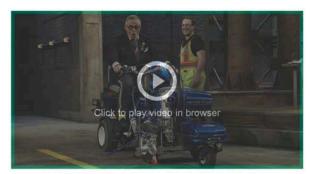
For payment we accept Check, E-transfer, and Credit Cards. Interest at 2.00% per month (24.00% per annum) will be charged on accounts over 30 Days.



EverLineCoatings.com







WE RECEIVED A DEAL ON DRAGON'S DEN!



THANK YOU

EverLineCoatings.com | hello@everlinecoatings.com | 1-833-383-7546











EXHIBIT B- INSURANCE REQUIREMENTS FOR GRANTEE AND GRANTEE'S SUBCONTRACTORS

INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE ATLANTIC CENTER, LLC - GRANTEE

I. Commercial General Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence \$1,000,000
General Aggregate Limit \$2,000,000
Products/Completed Operations \$1,000,000
Personal and Advertising Injury \$1,000,000

B. Endorsements Required

City of Margate listed as an Additional Insured

Margate Community Redevelopment Agency listed as an additional insured

Contingent and Contractual Liability

Premises and Operations Liability

Explosion, Collapse and Underground Hazard

Primary Insurance Clause Endorsement

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Combined Single Limit

Any Auto

Including Hired, Borrowed or Non-Owned Autos

Any One Accident \$1,000,000

B. Endorsements Required

City of Margate included as an Additional Insured

Margate Community Redevelopment Agency listed as an Additional Insured

III. Worker's Compensation

Limits of Liability – Statutory - State of Florida Waiver of subrogation

Employer's Liability

A. Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident.

\$1,000,000 for bodily injury caused by disease, each employee

\$1,000,000 for bodily injury caused by disease, policy limit

City of Margate & Margate Community Redevelopment Agency listed as an additional Insured. Coverage is excess follow form over all liability policies contained herein.

The above policies shall provide the City of Margate and the Margate Community Redevelopment Agency with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.