

SUBMITTAL I:

RFP NO.: 2021-009

RFP TITLE: Management & Operation Services (for "The Country Club of Coral Gables")

Proposer Name:

BTW INVESTMENTS, LLC, a Florida limited liability company
d/b/a BARRETO HOSPITALITY
235 Catalonia Avenue
Coral Gables, Florida 33134
Tel: (305) 444-4648
Attn: Richard L. Barbara, Esq., - General Counsel
E-Mail: rich@barretogroup.com

Date of Submission: June 7, 2021

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CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
Finance Department / Procurement Division
Tel: 305-460-5102 / Fax: 305-261-1601

PROPOSER'S ACKNOWLEDGEMENT

RFP Title: Management & Operation Services (for "The Country Club of Coral Gables")	Electronic submittals must be received prior to 2:00 p.m., May 24, 2021, via PublicPurchase; and will remain valid for 120 calendar days. Submittals received after the specified date and time will not be accepted.
RFP No.: 2021-009 A cone of silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.	Contact: Leonard Gonzalez Title: Sr. Procurement Manager Telephone: 305-460-5115 Email: lgonzalez2@coralgables.com contracts@coralgables.com

Proposer Name: BTW INVESTMENTS LLC	FEIN or SS Number: 87-1062020
Complete Mailing Address: 235 CATALONIA AVENUE CORAL GABLES, FL 33134	Telephone No.: (305) 444-4648
Indicate type of organization below: LLC Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input checked="" type="checkbox"/>	Cellular No.: (305) 796-3010
	Fax No.: (786) 953-5857
Proposal Bond/Security Bond: \$25,000.00	Email: RICH@BARRETOGROUP.COM

ATTENTION: THIS FORM ALONG WITH ALL REQUIRED RFP FORMS MUST BE COMPLETED, SIGNED (PREFERABLY IN BLUE INK), AND SUBMITTED WITH THE RESPONSE PRIOR TO THE SUBMITTAL DEADLINE. FAILURE TO DO SO MAY DEEM PROPOSER NON-RESPONSIVE.

THE PROPOSER CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE RFP DOCUMENTS AND THAT THE PROPOSER HAS MADE NO CHANGES IN THE RFP DOCUMENT AS RECEIVED. THE PROPOSER FURTHER AGREES IF THE RFP IS ACCEPTED, THE PROPOSER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY OF CORAL GABLES FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS RFP PERTAINS. FURTHER, BY SIGNING BELOW PREFERABLY IN **BLUE INK**, ALL RFP PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. THE UNDERSIGNED HEREBY DECLARES (OR CERTIFIES) ACKNOWLEDGEMENT OF THESE REQUIREMENTS AND THAT HE/SHE IS AUTHORIZED TO BIND PERFORMANCE OF THIS RFP FOR THE ABOVE PROPOSER.

RODNEY BARRETO

Authorized Name and Signature

CEO

Title

JUNE 7, 2021

Date

SOLICITATION SUBMISSION CHECKLIST

Request for Proposals (RFP) No. 2021-009

COMPANY NAME: (Please Print): BTW INVESTMENTS LLC, d/b/a BARRETO HOSPITALITY
Phone: (305) 444-4648 Email: RICK@BARRETOGROUP.COM

A response package numbered by page must be submitted ELECTRONICALLY via PUBLICPURCHASE. Please provide the PAGE NUMBER of your solicitation response in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:

SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.

- 1) Title Page: Show the RFP number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. **PAGE #** 1
- 2) Provide a Table of Contents in accordance with and in the same order as the respective "Sections" listed below. Clearly identify the material by section and page number. **PAGE #** 2-3
- 3) Fill out, sign, and submit the Proposer's Acknowledgement Form. **PAGE #** 4
- 4) Fill out and submit the Solicitation Submission Check List. **PAGE #** 5-7
- 5) Proposal Bond (*Copy only. Original must be received*) **PAGE #** 8
- 6) Fill out, sign, notarize (as applicable), and submit the Proposer's Affidavit and Schedules A through H. **PAGE #** 9-17
- 7) Fill out, E-Verify Affidavit **PAGE #** 18
- 8) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. **PAGE #** 19

SUBMITTAL - SECTION II: EXPERIENCE AND PROPOSER'S QUALIFICATIONS

(i) FOR PROPOSER:

- 1) Provide a complete history and description of your company, including, but not limited to, the number of years in business, size, number of employees, office location, primary markets served, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City's needs. **PAGE #** 20
- 2) Describe the Proposer's relevant knowledge and experience in providing the services described in the "Scope of Services".

- 3) Description of proposing organization's management experience related to operating the types of uses and programming proposed in the response, marketing expertise, experience operating facilities in residential settings, and other relevant information. Attach the qualifications of the marketing and management teams to be assigned to this project
PAGE # 22

- 4) Provide Secure Financial Strength Rating from AM Best, with a minimum of A-, XIV. PAGE # N/A

- 5) Proposers must submit financial statements for each of their last two (2) complete fiscal years. Such statements should include, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). Statements shall be certified by an independent Certified Public Accountant.
PAGE # 33

(ii) FOR KEY PERSONNEL:

- 1) Provide a summary of the qualifications, copy of applicable licenses/certifications, and experience of all proposed key personnel. Include resumes (listing experience, education, licenses/certifications) for your proposed key personnel and specify the role and responsibilities of each team member in providing the services outlined in the RFP. Provide an organizational chart of all key personnel that will be used. For each key team member, please describe the experience in providing the services solicited herein.
PAGE # 25

SUBMITTAL - SECTION III: PROJECT APPROACH AND METHODOLOGY

- 1) Describe in detail, your approach to perform the services solicited herein. Include detailed information, as applicable, which addresses, but need not be limited to: understanding of the RFP scope and requirements, implementation plan and communication with City staff and Consultants. Indicate how the Proposer intends to positively and innovatively work with the City in providing the services outlined in this RFP.
PAGE # 59

- 2) A detailed operation/business plan for operating the facilities to include, proposed menus & pricings for services, planned special events, proposed hours of operation (in compliance with the operation requirements outlined in this RFP)
PAGE # 60

- 3) Benefits to the Community, Relationship to the Neighborhood
PAGE # 63

- 4) Tenant Improvements – Provide a description of planned improvements to the facility which shall be the paid for by the Proposer. The description should include timeframes for completion and the estimated value of the improvements.
PAGE # 64

- 5) Membership & Use Program – Provide a complete plan
PAGE # 65

SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES

- 1) Provide a minimum of three (3) references (but no more than five (5) agencies for which Proposer has performed similar scope of services in the past five (5) years. Please include: (1) client name, (2) address, (3) contact name, (4) contact telephone number, (5) contact email address, (6) term of contract (start and end date), (7) contract amount, (8) services provided. **DO NOT include work/services performed for the City of Coral Gables or City employees as reference.**
PAGE # 67

2) Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process. **PAGE # N/A**

3) Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP (See Affidavit D). **PAGE # N/A**

SUBMITTAL – SECTION V: REVENUE PROPOSAL

1) Provide the project revenue for this project on the proposal form

PAGE # 68

SUBMITTAL – SECTION VI: AGREEMENT COMMENTS

1) Please follow the instructions as outlined in Section 1.6 Agreement Execution.

PAGE # 69

-- NOTICE --

BEFORE SUBMITTING YOUR RFP RESPONSE MAKE SURE YOU:

- ☒ 1. Carefully read and have a clear understanding of the RFP, including the Scope of Services and enclosed Professional Services Agreement (*draft*).
- ☒ 2. Carefully follow the Submission Requirements outlined in Section 6 of the RFP and ensure you have submitted all of the required information. **DO NOT INCLUDE A COPY OF THE ORIGINAL SOLICITATION.**
- ☒ 3. **Prepare and submit ONE (1) electronic copy via PublicPurchase**
- ☒ 4. Make sure your Response is submitted prior to the submittal deadline. **Late responses will not be accepted.**

FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR RESPONSE SUBMITTAL NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THIS PAGE IS TO BE RETURNED WITH YOUR RESPONSE PACKAGE.

IBERIABANK

BARRETO GROUP INC

REMITTER

**PAY
TO THE
ORDER OF**

EXACTLY **25,000 AND 00/100 DOLLARS

CITY OF CORAL GABLES

MEMO REFERENCE: RFP-2021-009

Cashier's Check

945838

Date: 6/07/21

Branch: 0456

\$25,000.00

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD FEATURES

Cashier's Check

94583

If the item is lost, stolen or destroyed, a new instrument will not be issued for a period of 90 days.
A Declaration of Loss affidavit will be required to issue a replacement item.

DATE: 6/07/21

REMITTER: BARRETO GROUP INC

TO: CITY OF CORAL GABLES
MEMO REFERENCE: RFP-2021-009

BRANCH:	0456
ORIGINATOR:	JROBLESG
TIME:	10:58:00
CK AMT:	\$25,000.00
FEE AMT:	\$.00
TOTAL:	\$25,000.00

NON-NEGOTIABLE

IB 0811

PROPOSER'S AFFIDAVIT

SOLICITATION: RFP 2021-009 Management & Operations Services (The Country Club of Coral Gables)

SUBMITTED TO: City of Coral Gables
Procurement Division
2800 SW 72 Avenue
Miami, Florida 33155

The undersigned acknowledges and understands the information contained in response to this solicitation and the referenced Schedules A through H shall be relied upon by Owner awarding the contract and such information is warranted by the Proposer to be true and correct. The discovery of any omission or misstatements that materially affects the Proposer's ability to perform under the contract shall be cause for the City to reject the solicitation submittal, and if necessary, terminate the award and/or contract. I further certify that the undersigned name(s) and official signatures of those persons are authorized as (*Owner, Partner, Officer, Representative or Agent of the Proposer that has submitted the attached Response*). Schedules A through H are subject to Local, State and Federal laws (as applicable); both criminal and civil.

- SCHEDULE A – STATEMENT OF CERTIFICATION
- SCHEDULE B – NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT
- SCHEDULE C – DRUG-FREE STATEMENT
- SCHEDULE D – PROPOSER'S QUALIFICATION STATEMENT
- SCHEDULE E – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE
- SCHEDULE F – AMERICANS WITH DISABILITIES ACT (ADA)
- SCHEDULE G – PUBLIC ENTITY CRIMES
- SCHEDULE H – ACKNOWLEDGEMENT OF ADDENDA

This affidavit is to be furnished to the City of Coral Gables with its RFP response. It is to be filled in, executed by the Proposer and notarized. If the response is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the response.

RODNEY BARRETO

Authorized Name and Signature

Title

June 7, 2021

Date

STATE OF FLORIDA

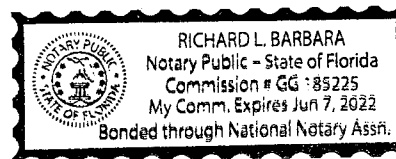
COUNTY OF MIAMI-DADE

On this 7 day of JUNE, 2021, before me the undersigned Notary Public of
the State of FLORIDA, personally appeared RODNEY L. BARRETO
(Name(s) of individual(s) who appeared before Notary)

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's
execution.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of notary Public; Print, Stamp or
Type as Commissioned.)



NOTARY PUBLIC
SEAL OF OFFICE:

Personally know to me, or Produced
Identification:

(Type of Identification Produced)

SCHEDULE "A" - CITY OF CORAL GABLES – STATEMENT OF CERTIFICATION

Neither I, nor the firm, hereby represented has:

- a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the Proposer) to solicit or secure this contract.
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the Proposer) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

SCHEDULE "B" - CITY OF CORAL GABLES - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT

1. He/she is the an OWNER
(Owner, Partner, Officer, Representative or Agent)

of the Proposer that has submitted the attached response.

2. He/she is fully informed with respect to the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
3. Said response is made without any connection or common interest in the profits with any other persons making any response to this solicitation. Said response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Proposer's officers or employees are employed by the City, indicate name and relationship below.

Name: _____ Relationship: _____

Name: _____ Relationship: _____

4. No lobbyist or other Proposer is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

SCHEDULE "C" CITY OF CORAL GABLES – VENDOR DRUG-FREE STATEMENT

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under solicitation a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

The company submitting this solicitation has established a Drug Free work place program in accordance with State Statute 287.087

SCHEDULE "D" CITY OF CORAL GABLES – PROPOSER'S QUALIFICATION STATEMENT

The undersigned declares the truth and correctness of all statements and all answers to questions made hereinafter:

GENERAL COMPANY INFORMATION:

Company Name: BTW INVESTMENTS, LLC d/b/a BARRETO HOSPITALITY

Address: 235 CATALONIA AVE, CORAL GABLES, FL 33134
 Street City State Zip Code

Telephone No: (305) 444-4649 Fax No: (305) 953-5057 Email: RICH@BARRETOGROUP.COM

How many years has your company been in business under its present name? 3 Years

If Proposer is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statue:

SEE ATTACHED

Under what former names has your company operated? : BTW INVESTMENTS LLC

At what address was that company located? SAME AS ABOVE

Is your Company Certified? Yes _____ No X If Yes, ATTACH COPY of Certification.

Is your Company Licensed? Yes _____ No X If Yes, ATTACH COPY of License

Has your company or its senior officers ever declared bankruptcy?

Yes _____ No X If yes, explain: _____

LEGAL INFORMATION:

Please identify each incident *within the last five (5) years* where a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP *(A response is required. If applicable please indicate "none" or list specific information related to this question. Please be mindful that responses provided for this question will be independently verified)*:

NONE

Has your company ever been debarred or suspended from doing business with any government entity?

Yes _____ No X If Yes, explain _____

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G20000128401

Fictitious Name to be Registered: BARRETO HOSPITALITY

Mailing Address of Business: 235 CATALONIA AVENUE
CORAL GABLES, FL 33134

Florida County of Principal Place of Business: MIAMI-DADE

FEI Number:

Owner(s) of Fictitious Name:

BTW INVESTMENTS LLC
235 CATALONIA AVENUE
CORAL GABLES, FL 33134
Florida Document Number: L19000011443
FEI Number: Not Applicable

FILED
Oct 02, 2020
Secretary of State

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

RODNEY BARRETO

Electronic Signature(s)

10/02/2020

Date

Certificate of Status Requested (X)

Certified Copy Requested (X)

**SCHEDULE "E" CITY OF CORAL GABLES – CODE OF ETHICS, CONFLICT OF INTEREST, AND
CONE OF SILENCE**

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-606; AND SEC 2-1027, RESPECTIVELY.

IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION.

**SCHEDULE "F" CITY OF CORAL GABLES - AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

I understand that the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

**SCHEDULE "G" CITY OF CORAL GABLES - STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. I understand that a "public entity crime" as define in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

Exhibit F

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Must indicate which statement below applies.]**

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list.

[Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

SCHEDULE "H" CITY OF CORAL GABLES - ACKNOWLEDGEMENT OF ADDENDA

1. The undersigned agrees, if this RFP is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the RFP, any associated addendum and Contract Documents within the contract time indicated in the RFP and in accordance with the other terms and conditions of the solicitation and contract documents.
2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Proposal.

Addendum No. 1 Date MAY 10, 2021 Addendum No. _____ Date _____

Addendum No. 2 Date MAY 18, 2021 Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Failure to adhere to changes communicated via any addendum may render your response non-responsive.

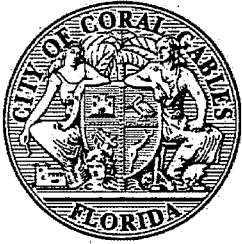


Exhibit G
RFP 2021-009 Management & Operation Services
(The Country Club of Coral Gables)

**City of Coral Gables
Finance Department/Procurement Division**

Employer E-Verify Affidavit

By executing this affidavit, the undersigned employer verifies its compliance with F.S. 448.095, stating affirmatively that the individual, firm or corporation has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in F.S. 448.095 which prohibits the employment, contracting or sub-contracting with an unauthorized alien. The undersigned employer further confirms that it has obtained all necessary affidavits from its subcontractors, if applicable, in compliance with F.S. 448.095, and that such affidavits shall be provided to the City upon request. Failure to comply with the requirements of F.S. 448.095 may result in termination of the employer's contract with the City of Coral Gables. Finally, the undersigned employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

87-1062020

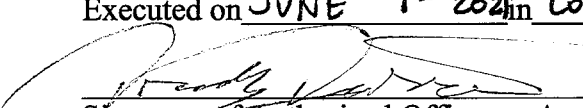
Federal Work Authorization User Identification Number

06-07-2021

Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct.

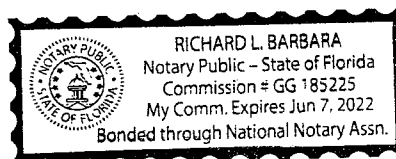
Executed on JUNE 7th 2021 in CORAL GABLES (city), FL (state).


Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 7th DAY OF JUNE, 2021.

NOTARY PUBLIC
My Commission Expires:



7) References

1. Client Name: Miami-Dade County Parks, Recreation, and Open Spaces
Address: 275 NW 2nd Street, Miami, Florida 33128
Contact: Maria Nardi, Director
Tel: 305-755-7800
Email: maria.nardi@miamidade.gov
2. Client Name: Fourshore Capital, LLC
Address: 901 Ponce de Leon Boulevard, Suite 700A, Coral Gables, Florida 33134
Contact: Jose Costa
Tel: 305-710-6545
Email: jcosta@fourshorecapital.com
3. Client Name: CGI Merchant Group
Address: 801 Brickell Avenue, Suite 2500, Miami, Florida 33131
Contact: Jonathan Pavlov
Tel: 561-752-6635
Email: jpavlov@cging.com

SUBMITTAL II: EXPERIENCE AND QUALIFICATIONS

(i) Experience and Qualifications of the Company

History

Barreto Hospitality is a diversified food and entertainment company that partners with the finest Chefs and event professionals to bring incredible venues to life. The Company has interests in several restaurants and venues, including but not limited to The Wharf Ft. Lauderdale, Rivertail with Chef Jose Mendin of Pubbelly fame, Chef Adrienne's Vineyard and Wine Bar, Cracked by Chef Adrienne, the Dockside Grill, and the Company's crown-jewel, Red Fish by Chef Adrienne, located right here in the City Beautiful.



The Company was formally registered in the year 2020, but its founder and CEO, Rodney Barreto, and its Chief Hospitality Officer – Chef Adrienne Calvo, have been hosting, entertaining, and wowing palates for over 20 years. Additionally, the Company also has interests in the club business as the owners and operators of the Doral Club, located in Doral, Florida.

Relevant Knowledge and Experience

Mr. Barreto is the only three-time Chairman of a Super Bowl Host Committee, most recently service as the Host Committee Chairman for the Super Bowl LIV which was held in Miami in 2020. Chef Adrienne has owned and operated fine dining restaurants for over a decade. Up to date Bio for both Mr. Barreto and Chef Adrienne are provided herein.

With casual, fine dining, and event drive concepts already in operation, Barreto Hospitality is unique positioned to successfully operate the Country Club of Coral Gables (the "Club"). Our vision for the Club combines elements of fine dining, casual dining, events, health and wellness, and membership components and draws upon our extensive experience across these platforms. Barreto Hospitality, in conjunction with Chef Adrienne and her Maximum Flavor team currently operates the well-known Red Fish by Chef Adrienne for Miami-Dade County, who owns the historic building located inside Matheson Hammock Park. As such, we are well-versed in managing facilities for public sector clients such as the City of Coral Gables.

Description of Proposer's Management Experience and Qualifications

As of the time of submission, Barreto Hospitality is involved in the active management of the following restaurants and venues:

1. The Wharf Ft. Lauderdale – The Wharf Ft. Lauderdale is an open-air venue spanning over 600 linear feet of waterfront property on the Las Olas Riverwalk. Together with our partners at Breakwater Hospitality, we invested over Four Million Dollars in the construction and development of The Wharf Ft. Lauderdale. We opened our doors in November of 2019 just a few short months before the Covid-19 pandemic. With multiple full-service bars and several chef-driven eateries, The Wharf Ft. Lauderdale employs over two hundred (200) workers and boasts gross revenues of well over One Million Dollars (\$1,000,000.00) per month.

2. Red Fish by Chef Adrienne – Briefly described above, Red Fish by Chef Adrienne is a local classic and the only waterfront restaurant in Coral Gables. After suffering significant damage caused by Hurricane Irma in 2017, Barreto Hospitality purchased the lease and proceeded to invest in excess of Two Million Four Hundred Thousand Dollars to restore the historically designated roman bath house to its former glory and beyond. The new Red Fish by Chef Adrienne opened its doors in June of 2020, right in the middle of the Covid-19 pandemic to incredible reviews. The restaurant currently employs over ninety (90) workers and has generated gross revenues of over Eight Million Dollars (\$8,000,000.00) in less than one (1) year and despite the various pandemic-related impacts on the hospitality industry and the concomitant governmental restrictions.

3. Chef Adrienne's Vineyard and Wine Bar – Chef Adrienne's namesake restaurant and the original home of Maximum Flavor, the new and improved Chef Adrienne's Vineyard and Wine Bar (the "Vineyard") debuted at the former Town & Country Mall in August of 2020. Not letting the pandemic dampen our restaurant-opening spirits, the new Vineyard is four (4) times as large as the original location. Housed in the former Devon Seafood, we invested over One Million Dollars (\$1,000,000.00) to bring Chef Adrienne's vision for the Vineyard to life. Since opening its doors, the Vineyard has generated over Five Million Dollars (\$5,000,000.00) in revenue and employs over ninety (90) workers.

4. Cracked by Chef Adrienne – Cracked is the Chef's "fast casual" concept. Specializing in comfort foods with Maximum Flavor, Cracked is nestled in the heart of downtown South Miami in the former No Name Chinese Restaurant space. A fan favorite, Cracked employs over twenty (20) workers and is on pace to gross over two million (\$2,000,000.00) per year.

5. Consolidated Baking d/b/a Baked by Chef Adrienne – Consolidated Baking d/b/a “Baked by Chef Adrienne” (the “Bakery”) is our commercial baking division. Part of our recipe for success involves using the freshest ingredients and providing our guests with incredible hospitality experiences. With so many concepts online, we realized that we could provide an even higher quality product to our guests by baking our own breads and moving pastry production “off-site”. Each morning, our drivers deliver fresh baked breads and desserts to our various locations across Miami-Dade County. Consolidated Baking employs 4 workers and is located in Doral, Florida.

6. Rivertail – Rivertail is a “fine-casual”, Chef-driven seafood concept adjacent to The Wharf Ft. Lauderdale. At the culinary helm is Chef Jose Mendin of Pubbelly fame. Rivertail is fast-paced and has a greater night life element than our other concepts due primarily to its being located adjacent to The Wharf. Rivertail features Asian-Fusion seafood and incredible craft cocktails. Employing over eighty (80) workers, Rivertail is on pace to gross over four million (\$4,000,000.00) in its first year of operation and despite the impacts of the pandemic.

7. Doral Club – The Doral Club is a member’s only community center located in Doral, Florida. With almost three thousand homeowner members, the Doral Club offers private meeting space, a pool, a community clubhouse, rental space, basketball, and tennis to its members. Mr. Barreto has owned, operated, and maintained the Doral Club for over fifteen (15) years. Doral Club employs over 10 workers and averages yearly profits over one million dollars (\$1,000,000.00).

8. John Martin’s Irish Pub – In development, Barreto Hospitality along with our partners at Breakwater Hospitality is the driving force behind the rebirth of another Coral Gables icon, John Martin’s Irish Pub coming late 2021!

Financial Statements

See attached financial statements.

(ii) Experience and Qualifications of Key Personnel

1) Summary and Qualifications of Key Personnel

Rodney Barreto – Chairman and CEO. Mr. Barreto is a native Floridian having been born and raised in Miami, Florida. He is the only three-time Chairman of a Super Bowl Host Committee and has been a part of several Miami Super Bowl games. A graduate of Barry University, Mr. Barreto has diversified business interests in the financial, real estate, and hospitality sectors. An up-to-date Bio is attached.

Chef Adrienne Calvo – Chairwoman and CEO of Maximum Flavor Hospitality Group. Like Mr. Barreto, Chef Adrienne is also a native South Floridian, born and raised in Miami. After a life-changing appearance on the last episode of the Montel Williams Show, Chef Adrienne opened the doors to the original Chef Adrienne’s Vineyard and Wine Bar and the rest has been culinary history in the making. An up-to-date Bio is attached.

Richard L. Barbara – General Counsel and Chief Legal Officer. Mr. Barbara serves as General Counsel to the Barreto Group and related entities and is Chief Legal Officer at Barreto Hospitality. A Miami native and graduate of FIU (BS) and the Stetson University College of Law, Mr. Barbara has been instrumental in the development and operation of our various concepts. An up-to-date Bio is attached.

Michael Beovides – Chief Operations Officer. Mike is the heart and soul of the operation. A long-time partner of Chef Adrienne’s and owner of Gorilla Marketing, Mike has been at the forefront of the

Chef's incredible branding and social media, and content strategy. Mike also oversees all restaurant operations from procurement to personnel. An up-to-date Bio is attached.

Bradley Barreto – General Contractor and Chief Development Officer. The younger Mr. Barreto is an up and comer in every sense of the word. A graduate of Babson College with a degree in Business Administration, Brad is also a General Contractor who handled the construction and development of both Red Fish by Chef Adrienne and the Vineyard. An up-to-date Bio is attached.

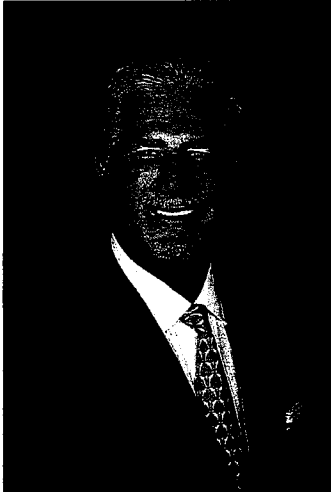
Cristina Valladares – Director of Tennis Operations. Ms. Valladares comes to us from Neighborhood Tennis Coral Gables. A graduate of Barry University, she has successfully operated the current tennis operation at the Club since 2019. An up-to-date Bio is attached.

Mickel Causadias – Director of Health and Wellness. Mr. Causadias has been in the athletics, health, and wellness industry for over twenty-five (25) years. Currently the owner and operator of Mike's Fitness located in South Miami, Mr. Causadias is a renowned personal trainer and fitness professional who has worked with and trained multiple professional athletes across various sports. An up-to-date Bio is attached.

a) Subcontractors to be Used

None.

Rodney Barreto



Rodney Barreto is President and CEO of The Barreto Group, Inc. a diversified company specializing in corporate and public affairs consulting, real estate investment, development, and hospitality.

Mr. Barreto is also the founding partner of Floridian Partners, LLC with offices in Miami and Tallahassee. Floridian Partners LLC is a consulting firm that develops and manages effective corporate and public affairs strategies designed to achieve specific business results. Recognized by policy makers as one of the top public affairs firms in Florida, the team has achieved measurable results for dozens of companies based in Florida and throughout the United States.

Barreto has Chaired the Super Bowl Host Committee a record three (3) times, in the years 2007, 2010 and 2020. During his tenure, Mr. Barreto helped raise more than \$100-million dollars and innumerable in-kind contributions for the success of Miami Super Bowls. Mr. Barreto has been involved with the Super Bowls since 1989. Super Bowl LIV IN 2020 was the 5th South Florida Super Bowl with which he has been involved.

Mr. Barreto is also a three-time appointee to the Florida Fish and Wildlife Conservation Commission where he has served for over 10 years. First appointed by Governor Jeb Bush, later re-appointed by Governor Charlie Crist, and most recently by Governor Ron DeSantis for five more years, his passion for Florida's natural resources is immense. During his time with the Commission, Mr. Barreto had been previously elected by his peers to serve as the Chairman of that Commission a record of seven (7) times. He was again named Chairman of the Commission this past December. In recognition of his leadership, the Florida Fish and Wildlife Commission established the "Rodney Barreto Award" which is given out each year to the "Employee of the Year" for his or her outstanding achievement.

Mr. Barreto was previously Chairman of the Florida Fish and Wildlife Foundation, the citizen-support organization of the Commission which provides assistance, funding, and promotional support aimed to promote the health and well-being of Florida's fish and wildlife resources and our natural habitats.

Mr. Barreto has twice chaired the Annual U.S. Conference of Mayors, was Chairman of the 1999 Breeder's Cup Championship held in South Florida and was the Chairman of the 1999 Sister Cities International Convention in Miami. The perennial "Chairman", he was also Co-Chairman of the City of Miami Centennial Celebration in 1996. Mr. Barreto created the Big Orange New Year's Eve Celebration in Downtown Miami, a Miami tradition that still takes place each New Year's in Bayfront Park.

Currently Mr. Barreto is a member and current Membership Chairman of the Florida Council of 100. He serves on Miami Dade County Schools Superintendent Carvalho's Business Advisory Council, the Baptist Health South Florida Giving Society, the Bonefish and Tarpon Trust, the Guy Harvey Ocean Foundation, and the Florida Highway Patrol Advisory Council.

Prior to his career in public affairs and real estate, Mr. Barreto was a City of Miami police officer. Mr. Barreto earned his Associate of Arts degree from Miami Dade Community College and his Bachelor of Arts degree in Professional Studies from Barry University. Mr. Barreto is married and lives with his wife Shelia in Coral Gables. The couple have 2 children, Brittney and Brad, and two granddaughters, Emma and Kate.

Most recently, Mr. Barreto has taken his talents into the food, beverage, and hospitality industry with Barreto Hospitality, a diversified entertainment company. Through strategic business partnerships with some of South Florida's finest Chefs, Mr. Barreto has been instrumental in the re-opening of Red Fish by Chef Adrienne, as well as the new, Forte by Chef Adrienne debuting summer of 2021 on Miracle Mile in the heart of Coral Gables. Mr. Barreto's love of Coral Gables is evident in his company's focus on development in the City Beautiful. In addition to Red Fish and Forte by Chef Adrienne, both of which are located in Coral Gables, the Company is also part of the group bringing back Gables icon John Martin's Irish Pub. Barreto Hospitality is also one of the driving forces behind the rejuvenation of the Las Olas Riverfront in Ft. Lauderdale. With the opening of Ft. Lauderdale, The Wharf and the Rivertail restaurant with the famed Chef Jose Mendin, the riverfront is poised to make an incredible come back as Ft. Lauderdale's "place to be".

Additional Awards and Accolades

- Presented the key to the County by Mayor Stephen P Clark.
- Presented key to the City of Miami by Mayor Manny Diaz
- Named Top 100 most powerful people in South Florida by South Florida CEO (1999, 2006, 2018)
- Named “Consultant of the Year” be the Latin Builders Association (2004)
- Conservation Award by the Coastal Conservation Association of Florida (2005)
- Received special recognition for his outstanding contributions in the establishment of a Research Natural Area in Dry Tortugas National Park.
- Inducted into the Miami Dade College Hall of Fame (2005)
- Inducted into the Immaculata La Salle High School Hall of Fame (2008)
- Received the Captain Bob Lewis Perpetual Memorial Award given by the Yamaha Contender Miami Billfish Tournament (in honor of Rodney’s conservation efforts). (2009)
- Received the Flats Stewardship Award given by the Bonefish and Tarpon Trust. (2011)
- Distinguished Alumni Award of Barry University (2017).
- Named as one of the Ronald McDonald House Charities 12 Good Men in recognition of his outstanding community and civic involvement (2017)
- Citizen of the Year by Police Benevolent Association (PBA) (2018)
- Named to Governor-elect Ron DeSantis Inaugural Committee (2018-2019)
 - Named to Florida Trend’s Florida’s 500 (2020)

ADRIANNE CALVO

Chef | Restaurateur | Author | TV Personality



ABOUT CHEF ADRIANNE

Since 2007, Adrienne Calvo has taken the food scene by storm, firmly establishing herself as a celebrity chef, author, television personality, philanthropist, and restaurateur. To date, she has produced five cookbooks: Maximum Flavor (2005), Chef Adrienne: Driven by Flavor, Fueled by Fire (2008), #MaximumFlavorSocial (2014), Play With Fire (2015), and The A-List, a two-volume work released last year. Her restaurant, the award-winning Chef Adrienne's Vineyard Restaurant and Wine Bar, has

dazzled patrons with its boldly creative menu and its extraordinary "Dark

Dining" event, in which guests get to experience a heightened

sense of taste by being blindfolded during a multicourse

dinner. Among the restaurant's other accolades are being named one of the

U.S.'s 15 most unique restaurants by Zagat, being selected as one of the

17 most important restaurants in Miami by Thrillist, being named in the Miami Food Bucket

List, also by Thrillist, and winning best chef (2014, 2016, 2018) and best restaurant (2014, 2017) in Miami by the Reader's Choice Awards. Chef Adrienne entered the celebrity food world at a young age, but age was not a factor in pushing her efforts. She became the youngest person to cook for the United Nations and its ambassadors, while also displaying her expertise for CNN correspondents, competing in Food Network's Chopped and Beat Bobby Flay, and being featured in top food publications like Gourmet, Bon Appetite, and Saveur. Additionally, Adrienne has drawn the interest of large corporate entities in several different fields, as she currently endorses Reebok and Sprint, to name a few. She maintains a regular position as NBC's "6 in the Mix" chef expert over 12 years. Never shying away from giving back, Chef Adrienne has been cooking for families and patients at St. Jude's Children's Research Hospital as part of her Make It Count foundation since 2007. If recent success is any indicator as to where Chef Adrienne's career is heading, things are certainly looking up. In 2018, she was once again named Miami's Best Chef by the New Times and was awarded the Best Bite of the Beach during the South Beach Wine & Food Festival. Her signature Maximum Flavor style has delighted her fans for over 13 years and according to her, its only the beginning.



Corporate Sponsorship Collaborations



— @chefadrienne —



Richard L. Barbara, Esq.



Attorney at Law

224 Palermo Avenue
Coral Gables, FL 33134
Tel.: (305) 400-8802
Fax: (786) 953-5857
Email: rbarbara@rlbpa.com

Current Position and Practice Areas

Richard L. Barbara is the founder and President of Richard L. Barbara, P.A., Chief Operations Officer at Coral Gables Title + Escrow, LLC, and serves as General Counsel to the Barreto Family of Companies. He is also the Chief Legal Officer of BTW Investments, LLC, d/b/a Barreto Hospitality, a diversified hospitality company. He practices in the area of real estate, real estate litigation and transactions, as well as general civil and complex commercial litigation.

Achievements

Mr. Barbara has been selected as a "Top Up and Coming Attorney" in the 2007, 2008, 2009, 2010, 2011, 2012, and 2013 annual edition of Florida Trend's publication on top attorneys in the State of Florida, while also being recognized as a top attorney in the 2015 Florida Trend annual Legal Elite edition. He was also recognized as a "Rising Star" by Super Lawyers in its 2012, and 2013 edition honoring top lawyers in the State of Florida and recognized as a top attorney in Florida in the 2014, and 2015 edition of Super Lawyers.

Mr. Barbara has served on the City of Coral Gables' Real Estate Advisory Council as the appointee of Commissioner Jorge Fors. Mr. Barbara currently serves the citizens of the State of Florida as a Commissioner on the Florida Real Estate Commission where he was appointed by Governor Ron DeSantis. He is admitted to practice before the United States Court of Appeals for the Eleventh Circuit Court of Appeals, the United States District Court for the Northern and Southern Districts of Florida, the Supreme Court of Florida, and all local courts within the State of Florida.

As Chief Legal Officer of Barreto Hospitality, Mr. Barbara has been instrumental in the development, construction, and opening of the Company's various concepts, including Red Fish by Chef Adrienne, Forte by Chef Adrienne, and the Dockside Grill.

Academic Background

Mr. Barbara received his B.A. in Political Science from Florida International University and received his law degree from Stetson University College of Law with honors.

MICHAEL BEOVIDES

Maximum Flavor, LLC - COO, CFO, Partner
Pitch/Gorilla Management LLC - Owner, President, CCO
Tax Return Center, LLC D.B.A. H&R Block - Franchisee, Owner



AS FOUNDER, PRESIDENT, AND CCO OF PITCH/GORILLA MANAGEMENT GROUP (GMG), MICHAEL BEOVIDES REMAINS AS ACTIVE AND INVESTED IN THE OPERATIONS OF THE AGENCY THAT REPRESENTS HIS PERPETUAL QUEST TO CONTINUALLY FORGE NEW TRAILS TO SUCCESS AS THE DAY HE OPENED THE OFFICE DOORS IN 2007. MICHAEL HAS SPEARHEADED THE EVOLUTION OF GMG INTO A FULL-SERVICE CONSULTING/MARKETING AGENCY THAT HAS THRIVED IN PROVIDING THE FOUNDATION TO SUCCESS FOR A MULTITUDE OF ORGANIZATIONS THROUGH LEADERSHIP AND COMMUNICATION.

IN 2008 MICHAEL WENT ON TO FORGE A COLLABORATION WITH FAMED CELEBRITY CHEF ADRIANNE CALVO AS HER MANAGER AND BUSINESS PARTNER. ASIDE FROM SERVING AS CALVO'S MANAGER HE ALSO PRESENTLY SERVES AS COO/CFO OF MAXIMUM FLAVOR, LLC. AS ONE OF THE FASTEST GROWING HOSPITALITY GROUPS IN SOUTH FLORIDA WITH FOUR RESTAURANT'S ALONG WITH A COMMERCIAL BAKERY MICHAEL HELPS LEAD THE EFFORTS TO BRING AN UNPARALLELED BEST IN CLASS DINING EXPERIENCE TO EVERY GUEST.

ONE OF THE MAIN COMPONENTS THAT MICHAEL ATTRIBUTES TO HELPING HIM LEAD AND SCALE MULTIPLE ORGANIZATIONS IS HIS UNIQUE ABILITY TO LEVERAGE HIS EXTENSIVE BACKGROUND IN MANAGEMENT AND ACCOUNTING. AS THE OWNER AND FOUNDER OF TAX RETURN CENTER A FULL-SERVICE ACCOUNTING AND BOOKING FIRM HE HAS BEEN ABLE TO TAKE HIS EXPERIENCE AND APPLY IT TO EVERYTHING HE DOES. WHEN OPENING HIS ACCOUNTING PRACTICE IN 2002 HE KNEW THEN THAT TO OPERATE ANY PROFITABLE BUSINESS YOU HAD TO BE ABLE TO ACCOUNT FOR EVERYTHING.

THROUGH HIS UNWAVERING LEADERSHIP, COMMUNICATION SKILLS, AND ACCOUNTING ACUMEN MICHAEL IS UNIQUELY PREPARED FOR THE BUSINESS CHALLENGES OF TODAY AND THE ONES TO COME.



Bradley L. Barreto became a founding partner of Coral Gables Title + Escrow, LLC. (CGT+E) in 2017 after starting a career in construction in South Florida. He is the co-founder of Capital LED, LLC., which has successfully provided energy saving solutions to clients ranging from high-end residential homes to large scale commercial projects. Prior, he served as a Project Manager and Site Supervisor for Coastland Construction, Inc. on various commercial and high-end residential projects throughout South Florida. Before joining Coastland Construction, he worked as Construction Manager for The Related Group, successfully overseeing the construction of a hotel-condo building in Hallandale Beach.

Bradley was exposed to his father, Rodney Barreto's, work since an early age. After working with his father's companies, Floridian Partners, LLC. and Barreto Group, Inc., he became interested in political work. Bradley went to work as a political fundraiser for

BYG Strategies, Inc., where he worked and assisted on fundraising for six different political campaigns during one election cycle.

Bradley, with a strong commitment to giving back to his community, started his own annual holiday tradition, Operation Santa's Sleigh, and has successfully delivered thousands of toys over the holiday seasons to homeless and impoverished children in South Florida. Bradley also assists with the annual CGT+E Star Wars Event, "Force for the Cure," in collaboration with the Baptist Health Foundation. He recently helped CGT+E launch a new holiday charity event, "Carnival for the Cure," with plans to make it a yearly tradition. All proceeds from both events are directly donated to the Miami Cancer Institute.

Bradley graduated from Babson College with Magna Cum Laude and ranked first in his graduating class. He earned a Bachelors of Science Degree in Business Management with a concentration in Entrepreneurship. He currently holds a State of Florida Certified General Contractors License and a Real Estate Sales Associate License in Florida. He has even earned his Mortgage Loan Originator Licenses for the State of Florida.

Bradley is a Miami native with a dream of keeping Miami one of the hottest cities in the world. To do this, Bradley established Barreto Construction, which partnered up with Barreto Hospitality to bring back the historic Redfish located inside Matheson Hammock Park. With the success of Red Fish by Chef Adrienne, Bradley was named Chief Development Officer of Barreto Hospitality. and has since gone on to develop the company's portfolio with the addition of Chef Adrienne's Vineyard and Bar and FORTE by Chef Adrienne.



Cristina Valladares Nunez

(786) 328 2546

EDUCATION

Colegio Santa Maria Del Valle del Sagrado Corazon
Elementary, Middle, High School

Seville, Spain
1994-2007

Barry University,
Bachelor of Science in Business Administration
Major in Finance

Miami, FL
2014

United States Professional Tennis Registry
Certified in Junior Development and Quick Start Tennis -- Professional Rating

NCAA STUDENT ATHLETE

FRESNO PACIFIC UNIVERSITY

- *Freshman Year*
National Champion NAIA 2010, played #3 singles, #2 doubles
NAIA Freshman Player of the Year for Women's Tennis
- *Sophomore Year*
National Runner-up NAIA 2011, played #2 singles, #1 doubles
Elected team captain by the team and coaches.
Earned All-GSAC and Second-Team NAIA All-America.

Fresno, CA

BARRY UNIVERSITY

- *Junior Year*
ITA All American Distinction Award. Division II
Intercollegiate Tennis Association All-American in singles and doubles .Played No. 1 singles. Finished season with No. 12 ITA national singles ranking. Capped spring with No. 10 ITA national doubles ranking National Champion NCAA Division II
- *Senior Year*
National Champion Div. II 2014

Miami, FL

WORK HISTORY

NEIGHBORHOOD TENNIS CORAL GABLES

2019- Present

Director of Tennis at Coral Gables Country Club

- Director of 6 clay courts facility.
- Director of 15 tennis coaches, growing team spirit and the loyalty for the academy.
- Responsible of the yearly budget, operating costs and maintenance of the facility.
- Organize scheduling , hiring process and employees training.
- Developed NT coaching methodology. I train coaches and players.
- Currently over 300 children and adults participate in clinics, physical fitness and one on one personal training.

NEIGHBORHOOD TENNIS

2013- Present

Founder/CEO

- Introduced tennis to communities and schools, developing interest for the sport in early ages.
- Currently managing programs offering programs to 400 clients.
- Managing after school programs, PE Tennis, and Summer camps at 8 different facilities
- Developed tennis after-school coaching curriculums for schools. (Coconut Grove Elementary, Metropolitan School Of miami, Carrollton, Ransom Everglades, ISCHS Highschool and La Piazza Academy.
- Coaching high performance, junior competitive, 10 and under players that currently play USTA tournaments.

INTERNATIONAL STUDIES CHARTER HIGH SCHOOL

(2017-present)

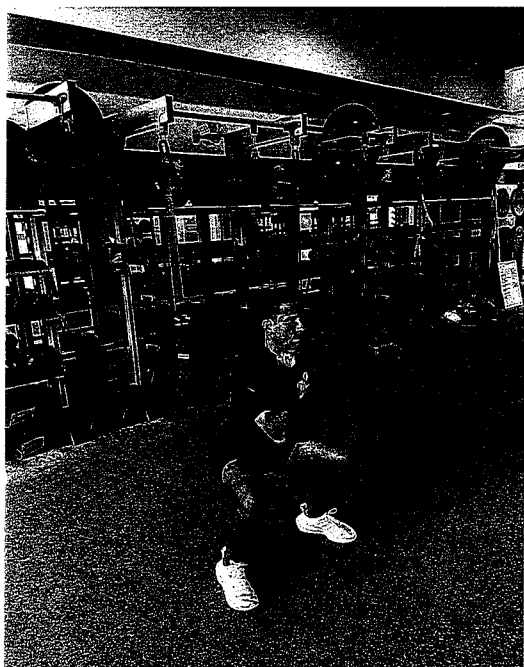
Head Coach - Boys/Girls Tennis Team

- Boys Team Districts Runner up season 2018/2019
- Named Coach of the year of 2019. Organized match schedules, matches and budgeting.
- Created and motivated Girls Tennis team at the school. Which there wasn't any before.

RANSOM EVERGLADES MIDDLE SCHOOL

(2020-present)

Head Coach - Boys/Girls Tennis Team



MICKEL “Mike” CAUSADIAS

Mike’s Fitness · M Fitness

ABOUT COACH MIKE

For over twenty-five years, Coach Mike has been coaching, training, and counseling people of all ages through their athletic, health and welfare journeys. A skilled athlete and gifted communicator, Coach Mike is the Company’s Director of Health and Wellness.

The owner of M Fitness Gym in South Miami (formerly M-Cycle), Mike and his team combine strength, movement, and wellness training to the young, and not so young alike. Certified in Specialized Training Regiments for Golfers and Triathletes, Coach Mike brings a wealth of versatility to the role.

The Coach also boasts an impressive clientele of Professional Athletes, Judges, and Community

Leaders, but his biggest source of pride is the over twenty-three current and former Division 1 College Athletes that Coach Mike has developed from their earliest years in each of their respective sports.¹

At The Club, Coach Mike will lead a team of diversified professionals providing exercise, strength training, movement and breath-based disciplines, and a wide variety of sports-specific training for athletes of all ages and levels.

¹ The identities of current and former college and professional athletes as well as notable clientele are not listed for privacy reasons.

06/07/21

Doral Club LLC
Profit and Loss Standard
January 1 through June 7, 2021

	Jan 1 - Jun 7, '21
Ordinary Income/Expense	
Income	
501 - Membership Dues	624,073.04
502 - Operating Dues	555,727.46
503 - Tennis Lessons	1,478.00
511 - Bank Interest	2,431.18
515 - Entry Access Cards	940.00
540 - Sales Tax Adjustment	-20.35
541 - Miscellaneous Income (Other)	
541.1 - Master Assoc credit	0.01
Total 541 - Miscellaneous Income (...)	0.01
49900 - Insurance proceeds	8,238.85
UCD Interest	13,416.67
Total Income	1,206,284.86
Expense	
Employee Payroll Expenses	
626 - Admin - Other	5,000.00
6563 - Payroll Expenses	142,703.72
6562 - Payroll Taxes	10,916.94
6566 - Paycheck Charges	661.50
Total Employee Payroll Expenses	159,282.16
Internal/Not for Club budget	
770 - Sale Tax Registration Fee	175.00
Total Internal/Not for Club budget	175.00
Club Improvements	100,000.00
Maintenance Expenses	
Pool Maintenance & Repairs	
722.2 - Pool Maintenance	9,222.86
722.1 - Pool Repairs	162.00
Total Pool Maintenance & Repairs	9,384.86
Pest Control	
704 - Lawn Fertilization	4,901.00
719 - Pest Control/Termite	1,002.70
Total Pest Control	5,903.70
Alarm Repairs	
745 - Fire Alarm & Sprink. Rpr	425.00
747 - Fire Extinguishers	0.00

06/07/21

Doral Club LLC
Profit and Loss Standard
January 1 through June 7, 2021

	Jan 1 - Jun 7, '21
Total Alarm Repairs	425.00
Landscape Maintenance	
701 — Lawn Maintenance	16,450.00
702 — Irrigation	950.00
Total Landscape Maintenance	17,400.00
Building & Facilities Maintenance	
735.7 — General Repairs	8,409.77
735.1 — Plumbing Repairs	790.00
735.5 — AC Repairs	1,586.25
Building & Facilities Maintenance - Other	350.00
Total Building & Facilities Maintenance	11,136.02
737 — Gym Improvements	128.40
738 — Security	32,421.37
741.1 — Entry Access	1,090.13
746 — Burglar Alarm Monitoring	393.76
733 — Janitorial Supplies	1,571.40
734 — Maintenance Supplies	345.16
Total Maintenance Expenses	80,199.80
Administrative	
Office Supplies	
720 — Office Supplies	827.67
Total Office Supplies	827.67
Special Events, Rec & Community	
709.7 — Mother's Day	264.78
709 — Misc Recreation	850.00
604 — Contributions	74.00
709.1 — Christmas	365.90
716 — Advertising	350.00
610 — Recreational expense	1,647.05
Total Special Events, Rec & Community	3,551.73
Postage Delivery & Courier exp	
721 — Postage Courier Printing	22.56
Total Postage Delivery & Courier exp	22.56
Miscellaneous	
710 — Miscellaneous(Petty Cash)	2,455.71
Total Miscellaneous	2,455.71

Doral Club LLC
Profit and Loss Standard
January 1 through June 7, 2021

	Jan 1 - Jun 7, '21
Dues Subscriptions Permitting	
603 — License & Permits	185.30
607 — Corporate Annual Report	349.99
717 — Dues & subscriptions	-290.00
Dues Subscriptions Permitting - Ot...	138.75
Total Dues Subscriptions Permitting	384.04
640 — Accounting Service	9,000.00
635 — Bank Charges	194.99
742 — Computer Maintenance	1,415.91
707.1 — Management Fees	87,083.35
Total Administrative	104,935.96
Insurance	
693 — Workers Comp. Insurance	2,284.04
696 — Insurance adjuster fees	1,008.33
697 — Repairs due to ins claim	1,100.00
Total Insurance	4,392.37
Club Loan	
725.3 — Loan Interest Centennial Ba...	132,263.71
Total Club Loan	132,263.71
Reserves Expense	
790.12 — Pool Equipment	5,680.00
Total Reserves Expense	5,680.00
Utilities	
750 — Cable TV	699.85
685 — Electricity	6,787.26
686 — Propane Gas	15,793.02
743 — Telephone/ Internet/Cel	3,276.24
760 — Water & Sewer	5,399.27
Total Utilities	31,955.64
Total Expense	618,884.64
Net Ordinary Income	587,400.22
Net Income	587,400.22

06/07/21

Doral Club LLC
Profit and Loss Standard
January through December 2020

	Jan - Dec '20
Ordinary Income/Expense	
Income	
501 - Membership Dues	1,410,541.32
502 - Operating Dues	1,306,632.96
503 - Tennis Lessons	2,216.48
505 - Gazebo rental # 1	1,980.80
506 - Party room	
506.4 - Party room #1	500.00
Total 506 - Party room	500.00
507 - Vending Commission	47.14
509 - Tiki	230.25
511 - Bank Interest	20,718.80
515 - Entry Access Cards	1,434.00
517 - Kitchen	
517.1 - Cleaning Fee	100.00
517 - Kitchen - Other	50.00
Total 517 - Kitchen	150.00
522 - Kick boxing	1,654.00
524 - Terrace rental	492.00
526 - English Classes	410.00
528 - Personal Trainer	208.80
540 - Sales Tax Adjustment	-93.59
UCD Interest	26,833.34
Total Income	2,773,956.30
Expense	
Employee Payroll Expenses	
626 - Admin - Other	32,000.00
6563 - Payroll Expenses	347,975.88
6562 - Payroll Taxes	26,619.06
6566 - Paycheck Charges	1,564.38
Total Employee Payroll Expenses	408,159.32
Maintenance Expenses	
Pool Maintenance & Repairs	
722.2 - Pool Maintenance	21,680.00
722.1 - Pool Repairs	3,251.00
Total Pool Maintenance & Repairs	24,931.00
Pest Control	
704 - Lawn Fertilization	14,404.00
719 - Pest Control/Termite	1,901.00

06/07/21

Doral Club LLC
Profit and Loss Standard
January through December 2020

	Jan - Dec '20
Total Pest Control	16,305.00
Alarm Repairs	
745 — Fire Alarm & Sprink. Rpr	11,532.70
747 — Fire Extinguishers	502.57
Total Alarm Repairs	12,035.27
Landscape Maintenance	
705 — Playground Mulch	2,701.75
701 — Lawn Maintenance	69,023.00
702 — Irrigation	2,231.00
Total Landscape Maintenance	73,955.75
748 — Fire Alarm Monitoring	481.50
Building & Facilities Maintenance	
735.2 — Electrical Repairs	495.00
735.5 — AC Repairs	355.00
735.6 — Roof Repairs	1,200.00
735.4 — Window Cleaner	470.80
Building & Facilities Maintenance - ...	6,726.35
Total Building & Facilities Maintenance	9,247.15
737 — Gym Improvements	32.10
738 — Security	92,467.16
741.1 — Entry Access	3,442.18
740 — Spa Equipment Maint	3,560.00
746 — Burglar Alarm Monitoring	474.01
780 — Waste	1,984.00
733 — Janitorial Supplies	5,954.24
734 — Maintenance Supplies	2,295.29
Total Maintenance Expenses	247,164.65
Property Tax Expenses	
723.5 — Local Business Tax	270.00
723.1 — Tangible tax	1,604.05
723.3 — Property Taxes	70,220.44
723.4 — Sales Tax Other	451.81
Total Property Tax Expenses	72,546.30
Administrative	
Office Supplies	
720 — Office Supplies	2,794.46
Total Office Supplies	2,794.46

06/07/21

Doral Club LLC
Profit and Loss Standard
January through December 2020

	Jan - Dec '20
Special Events, Rec & Community	
709 — Misc Recreation	26.18
604 — Contributions	0.00
709.1 — Christmas	16,952.00
709.4 — Halloween	4,799.43
716 — Advertising	840.00
708 — Website	47.88
Total Special Events, Rec & Comm...	22,665.49
Postage Delivery & Courier exp	
721 — Postage Courier Printing	114.38
Total Postage Delivery & Courier exp	114.38
Miscellaneous	
718 — Employee Uniforms	649.79
710 — Miscellaneous(Petty Cash)	2,888.34
Miscellaneous - Other	-10.28
Total Miscellaneous	3,527.85
Dues Subscriptions Permitting	
703 - Filing Fee	15.00
603 — License & Permits	777.95
607 — Corporate Annual Report	138.75
717 — Dues & subscriptions	363.68
Total Dues Subscriptions Permitting	1,295.38
640 — Accounting Service	33,300.00
635 — Bank Charges	150.00
620 - Attorney/Legal & Prof	10,000.00
742 — Computer Maintenance	4,052.19
707.1 — Management Fees	199,500.00
Total Administrative	277,399.75
Insurance	
690 — Property Insurance	52,824.71
693 — Workers Comp. Insurance	8,475.11
696 - Insurance adjuster fees	1,800.00
Total Insurance	63,099.82
Club Loan	
725.3 — Loan Interest Centennial ...	300,441.53
Total Club Loan	300,441.53
Void	0.00

06/07/21

Doral Club LLC
Profit and Loss Standard
January through December 2020

	Jan - Dec '20
Utilities	
750 — Cable TV	1,473.12
685 — Electricity	17,670.93
686 — Propane Gas	9,910.33
743 — Telephone/ Internet/Cel	7,490.86
760 — Water & Sewer	6,858.80
Total Utilities	43,404.04
Total Expense	1,412,215.41
Net Ordinary Income	1,361,740.89
Other Income/Expense	
Other Income	
795 — Other Refunds	18,000.00
Total Other Income	18,000.00
Net Other Income	18,000.00
Net Income	1,379,740.89

Doral Club LLC
Profit and Loss Standard
January through December 2019

	Jan - Dec '19
Ordinary Income/Expense	
Income	
501 - Membership Dues	
501.1 - Membership dues by unit	32,057.70
501 - Membership Dues - Other	1,366,796.16
Total 501 - Membership Dues	1,398,853.86
502 - Operating Dues	1,385,214.72
503 - Tennis Lessons	6,812.94
504 - Swimming Classes	1,613.30
505 - Gazebo rental # 1	
505.1 - Gazebo rental # 2	1,280.00
505 - Gazebo rental # 1 - Other	8,159.30
Total 505 - Gazebo rental # 1	9,439.30
506 - Party room	
506.4 - Party room #1	6,725.05
506.2 - Party room #1&2	2,175.50
Total 506 - Party room	8,900.55
507 - Vending Commission	320.50
509 - Tiki	830.25
511 - Bank Interest	39,713.56
515 - Entry Access Cards	3,970.00
517 - Kitchen	
517.1 - Cleaning Fee	200.00
517 - Kitchen - Other	433.26
Total 517 - Kitchen	633.26
522 - Kick boxing	5,710.00
524 - Terrace rental	121.73
526 - English Classes	2,628.40
527 - Basketball Court	60.00
530 - Sports Camp (Summer)	803.95
540 - Sales Tax Adjustment	-120.07
541 - Miscellaneous Income (Other)	-2,080.96
529 - Non resident fee	349.50
UCD Interest	40,250.01
Total Income	2,904,024.80
Expense	
Employee Payroll Expenses	
626 - Admin - Other	32,000.00
6563 - Payroll Expenses	309,565.29

Doral Club LLC
Profit and Loss Standard
January through December 2019

	Jan - Dec '19
6562 — Payroll Taxes	23,740.50
6566 — Paycheck Charges	3,612.34
Total Employee Payroll Expenses	368,918.13
797 — Sales Tax Discount	-360.00
3001 — PM Reserve	-40,510.32
Internal/Not for Club budget	
600 — Amortization Expense	12,688.00
601 — Depreciation Expense	1,009,846.00
Total Internal/Not for Club budget	1,022,534.00
Club Improvements	
700.1 — Parking lot	-404,390.10
700 — Facility upgrades	274,763.07
Total Club Improvements	-129,627.03
Maintenance Expenses	
Pool Maintenance & Repairs	
722.2 — Pool Maintenance	23,880.00
722.1 — Pool Repairs	8,657.00
Total Pool Maintenance & Repairs	32,537.00
Pest Control	
704 — Lawn Fertilization	19,954.00
719 — Pest Control/Termite	1,943.80
Total Pest Control	21,897.80
Alarm Repairs	
745 — Fire Alarm & Sprink. Rpr	3,333.75
747 — Fire Extinguishers	77.57
Total Alarm Repairs	3,411.32
Landscape Maintenance	
701 — Lawn Maintenance	49,280.00
702 — Irrigation	5,450.00
Total Landscape Maintenance	54,730.00
748 — Fire Alarm Monitoring	714.76
Building & Facilities Maintenance	
735.7 — General Repairs	-105.96
735.2 — Electrical Repairs	3,992.79
735.3 — Maintenance	10,580.74
735.5 — AC Repairs	3,111.55
735.4 — Window Cleaner	941.60

06/07/21

Doral Club LLC
Profit and Loss Standard
January through December 2019

	Jan - Dec '19
Building & Facilities Maintenance - ...	18,888.74
Total Building & Facilities Maintenance	37,409.46
737 — Gym Improvements	1,078.56
738 — Security	69,117.22
741.1 — Entry Access	3,169.12
739 — Small Equip. & Games	107.00
740 — Spa Equipment Maint	1,797.42
746 — Burglar Alarm Monitoring	294.25
780 — Waste	1,984.00
733 — Janitorial Supplies	7,014.77
734 — Maintenance Supplies	1,566.86
Total Maintenance Expenses	236,829.54
Property Tax Expenses	
723.1 — Tangible tax	1,684.41
723.3 — Property Taxes	67,456.43
Property Tax Expenses - Other	663.00
Total Property Tax Expenses	69,803.84
Administrative	
Office Supplies	
720 — Office Supplies	3,867.28
724 — Kitchen supplies	11.99
Total Office Supplies	3,879.27
Special Events, Rec & Community	
709 — Misc Recreation	533.13
604 — Contributions	1,000.00
709.4 — Halloween	6,253.79
709.2 — Easter	5,445.00
709.3 — Fourth of July	21,700.35
716 — Advertising	840.00
708 — Website	251.88
Total Special Events, Rec & Comm...	36,024.15
Postage Delivery & Courier exp	
721 — Postage Courier Printing	28.08
Total Postage Delivery & Courier exp	28.08
Miscellaneous	
710 — Miscellaneous(Petty Cash)	145.40
Total Miscellaneous	145.40

Doral Club LLC
Profit and Loss Standard
January through December 2019

	Jan - Dec '19
Dues Subscriptions Permitting	
603 — License & Permits	1,278.00
607 — Corporate Annual Report	138.75
717 — Dues & subscriptions	819.37
Total Dues Subscriptions Permitting	2,236.12
640 — Accounting Service	38,700.00
635 — Bank Charges	530.00
742 — Computer Maintenance	4,374.25
707.1 — Management Fees	189,999.96
Total Administrative	275,917.23
Insurance	
690 — Property Insurance	68,230.15
693 — Workers Comp. Insurance	4,181.98
Total Insurance	72,412.13
Club Loan	
725.3 — Loan Interest Centennial ...	640,839.35
725 — Loan Interest	-13,416.67
Total Club Loan	627,422.68
Reserves Expense	
790.12 — Pool Equipment	-24,269.04
790 — Reserves Expense	0.00
790.10 — Pool Furniture	-2,630.00
790.8 — Paving (Parking Area)	-36,284.01
Total Reserves Expense	-63,183.05
Void	0.00
Utilities	
750 — Cable TV	1,592.76
685 — Electricity	24,092.48
686 — Propane Gas	14,264.47
743 — Telephone/ Internet/Cel	6,383.97
760 — Water & Sewer	7,115.87
Total Utilities	53,449.55
Total Expense	2,493,606.70
Net Ordinary Income	410,418.10
Other Income/Expense	
Other Income	

06/07/21

Doral Club LLC
Profit and Loss Standard
January through December 2019

	Jan - Dec '19
795 — Other Refunds	32.29
Total Other Income	32.29
Net Other Income	32.29
Net Income	410,450.39

Profit & Loss Income Statement

CHEF ADRIANNE'S VINEYARD RESTAURANT
For the year ended December 31, 2020

2020

Income

Food Sales	2,791,316
Alcoholic Beverages	1,001,600
Non Alcoholic Beverages	29,826
Events/Venue Sales	6,095
Total Income	3,828,837

Cost of Goods Sold

Cost of Goods Sold	1,454,103
Merchant Fees	127,848
Total Cost of Goods Sold	1,581,950

Gross Profit

2,246,886

General Operating Expenses

Automobile Expenses	12,740
Bank Service Charges	613
Bookkeeping & Accounting	27,531
Charitable Contribution	1,322
Contracted Services	80,033
Continuing Education	2,680
COVID-19 Incidentals	3,213
Dues & Subscriptions	3,334
Entertainment Expense	1,237
Equipment & Restaurant Supplies	60,528
Floral & Decor	6,291
General Expense	22,443
Insurance General	40,040
Interest Expense	10,259
Janitorial and Pest Control	88,494
Linen/Dry Cleaning Maintenance	50,461
Marketing & Advertising	178,229
Meals Expense	34,989
New Restaurant Construction	236,782
Personal Development	6,015
Postage & Delivery	27
Printing & Stationery	8,375
Recruitment Expense	13,977
Rent Expense	185,220
Repairs, Maintenance & Building Enhancements	54,717
Security Expense	5,434
Software and Services	11,235
Supplies Expense	70

	2020
Suspense	1,596
Taxes and Licenses	5,398
Telephone & Internet	14,380
Travel Expense	26,775
Uniform Expense	1,491
Utilities Expense	66,641
Worker's Comp Insurance	15,576
Waste Management	2,329
Web & Email	1,180
Total General Operating Expenses	1,281,655
Payroll Expenses	
Payroll Processing Fee	10,260
Payroll Tax Expense	121,933
Wages and Salaries	968,990
Total Payroll Expenses	1,101,183
Total Operating Expenses	2,382,838
Operating Income	(135,952)
Other Income / (Expense)	
FIU EIDL Grant	5,927
Total Other Income / (Expense)	5,927
Net Income	(135,952)

Profit & Loss Income Statement

CHEF ADRIANNE'S VINEYARD RESTAURANT

For the 5 months ended May 31, 2021

JAN-MAY 2021

Income

Food Sales	2,726,288
Alcoholic Beverages	1,042,494
Non Alcoholic Beverages	34,048
Events/Venue Sales	52,356
Total Income	3,855,187

Cost of Goods Sold

Cost of Goods Sold	1,465,622
Merchant Fees	115,150
Total Cost of Goods Sold	1,580,772

Gross Profit

2,274,415

General Operating Expenses

Automobile Expenses	13,108
Bank Service Charges	830
Benefits	23,736
Bookkeeping & Accounting	14,500
Contracted Services	25,566
COVID-19 Incidentals	398
Dues & Subscriptions	619
Equipment & Restaurant Supplies	26,130
Floral & Decor	3,497
Furniture Expense	661
General Expense	13,739
Insurance General	8,826
Interest Expense	10,000
Janitorial and Pest Control	82,369
Linen/Dry Cleaning Maintenance	48,237
Marketing & Advertising	104,133
Meals Expense	42,178
Personal Development	1,023
Postage & Delivery	197
Printing & Stationery	1,331
Recruitment Expense	16,499
Rentals (Equipment)	2,295
Rent Expense	170,623
Repairs, Maintenance & Building Enhancements	45,430
Security Expense	2,003
Software and Services	8,805
Suspense	(941)
Taxes and Licenses	2,666

JAN-MAY 2021

Telephone & Internet	9,095
Travel Expense	93,155
Uniform Expense	4,357
Utilities Expense	54,176
Worker's Comp Insurance	12,852
Waste Management	4,848
Web & Email	768
Total General Operating Expenses	847,710
Payroll Expenses	
Payroll Processing Fee	8,950
Payroll Tax Expense	147,232
Wages and Salaries	1,017,118
Total Payroll Expenses	1,173,299
Total Operating Expenses	2,021,009
Operating Income	253,406
Net Income	253,406

Profit & Loss Income Statement

Cracked by Chef Adrienne Inc.
For the year ended December 31, 2020

2020

Income	
Food Sales	1,341,837.31
Alcoholic Beverages	270,381.01
Non-alcoholic Beverages	15,140.00
Total Income	1,627,358.32
Cost of Goods Sold	
Cost of Goods Sold	603,229.77
Merchant Fee	119,148.81
Total Cost of Goods Sold	722,378.58
Gross Profit	904,979.74
Operating Expenses	
Automobile Expenses	20,113.82
Bank Service Charges	53.00
Bookkeeping & Accounting	29,910.00
Contracted Services	29,566.38
Dues & Subscriptions	1,751.43
Entertainment Expense	23,989.76
Equipment & Restaurant Supplies	7,631.76
General Expense	6,669.10
Insurance Expense	10,731.63
Interest Expense	13,567.75
Janitorial and Pest Control	48,355.13
Lease Expense - Soft-Serve Freezer 208-230/60-1	10,922.85
Licenses & Fees	1,820.17
Linen/Dry Cleaning Maintenance	16,389.95
Marketing & Advertising	31,386.76
Meals and Entertainment	19,481.28
Miscellaneous	643.50
Postage & Delivery	92.74
Printing & Stationery	3,044.95
Recruitment Expense	8,433.86
Rent Expense	149,156.40
Repairs, Maintenance & Building Enhancements	24,730.69
Restaurant Decor & Floral	2,029.67
Security Expense	685.92
Software Expense	10,347.61
Telephone & Internet	6,913.83
Travel Expense	20,531.78
Uniform Expense	1,167.32
Utilities Expense	32,333.67

2020

Waste Management	14,750.67
Web and Email	343.62
Worker's Comp Insurance	7,486.59
COVID-19 Incidentals	199.00
Total Operating Expenses	555,232.59
Payroll Expense	
Payroll Processing Fees	6,288.00
Payroll Tax Expense	50,180.78
Wages and Salaries	380,669.75
Total Payroll Expense	437,138.53
Operating Income	(87,391.38)
Net Income	(87,391.38)

Profit & Loss Income Statement

Cracked by Chef Adrienne Inc.

For the 5 months ended May 31, 2021

JAN-MAY 2021

Income	
Food Sales	708,409.38
Alcoholic Beverages	167,303.02
Non-alcoholic Beverages	14,512.04
Events/Venue Revenue	32,984.50
Total Income	923,208.94
Cost of Goods Sold	
Cost of Goods Sold	264,415.23
Merchant Fee	53,314.33
Total Cost of Goods Sold	317,729.56
Gross Profit	605,479.38
Operating Expenses	
Automobile Expenses	3,556.25
Benefits	4,105.77
Bookkeeping & Accounting	12,500.00
Contracted Services	18,097.44
Dues & Subscriptions	1,456.25
Equipment & Restaurant Supplies	2,754.71
General Expense	183.04
Insurance Expense	5,538.06
Janitorial and Pest Control	30,085.00
Licenses & Fees	2,962.95
Linen/Dry Cleaning Maintenance	7,831.56
Marketing & Advertising	47,884.67
Meals and Entertainment	1,433.20
Printing & Stationery	641.98
Recruitment Expense	4,017.32
Rent Expense	68,101.31
Repairs, Maintenance & Building Enhancements	18,442.95
Restaurant Decor & Floral	13,299.70
Security Expense	294.45
Software Expense	3,045.30
Telephone & Internet	10,035.41
Travel Expense	4,176.03
Uniform Expense	580.04
Utilities Expense	11,570.72
Waste Management	3,138.08
Web and Email	69.00
Worker's Comp Insurance	3,789.68
Total Operating Expenses	279,590.87

JAN-MAY 2021

Payroll Expense	
Payroll Processing Fees	5,375.00
Payroll Tax Expense	29,997.43
Wages and Salaries	189,431.97
Total Payroll Expense	224,804.40
Operating Income	
	101,084.11
Net Income	101,084.11

Profit & Loss Income Statement

Hammock Marine Corporation Restaurant Operations
For the year ended December 31, 2020

2020

Income	
Alcoholic Beverages	979,230.50
Non- Alcoholic Beverages	18,533.45
Deposit Overage/Shortage	800.56
Food Sales	2,210,092.06
Events/Venue Revenue	3,999.56
Total Income	3,212,656.13
Cost of Goods Sold	
Cost of Goods Sold	1,079,612.17
Merchant Fees	116,555.95
Total Cost of Goods Sold	1,196,168.12
Gross Profit	2,016,488.01
General Operating Expenses	
Automobile Expenses	293.80
Bank Service Charges	110.50
Bookkeeping & Accounting	14,700.00
Contracted Services	30,289.90
Dues & Subscriptions	11.96
Entertainment	300.00
Equipment and Restaurant Supplies (Expense)	48,803.49
Furniture Expense	400.00
General Expense	13,278.66
Insurance	48,268.33
Janitorial and Pest Control	65,098.99
Linen/Dry Cleaning Maintenance	43,842.26
Marketing & Advertising	52,183.92
Meals	914.42
Operating Partner Percentage	146,032.22
Postage & Delivery	83.31
Printing & Stationery	19,118.09
Recruitment Expense	12,745.94
Rent	142,851.69
Rentals (Furniture/Equipment)	16,339.18
Repairs, Maintenance and Building Enhancements	58,012.96
Security Services	21,157.47
Software Expense	12,370.06
Taxes & Licenses	2,744.40
Telephone & Internet	13,695.42
Uniforms	11,215.35
Utilities	8,522.36

	2020
Valet Service Expense	3,310.50
Waste Management	10,949.41
Web & Email	1,244.78
Total General Operating Expenses	798,889.37
Payroll Expenses	
Payroll Fees	9,875.00
Payroll Tax Expense	128,845.96
Wages and Salaries	907,391.26
Total Payroll Expenses	1,046,112.22
Total Operating Expenses	1,845,001.59
Operating Income	171,486.42
Net Income	171,486.42

Profit & Loss Income Statement

Hammock Marine Corporation Restaurant Operations
For the 5 months ended May 31, 2021

JAN-MAY 2021

Income	
Alcoholic Beverages	1,391,566.08
Non- Alcoholic Beverages	96,382.44
Food Sales	2,734,159.25
Events/Venue Revenue	99,385.49
Total Income	4,321,493.26
Cost of Goods Sold	
Cost of Goods Sold	1,449,753.70
Merchant Fees	141,029.36
Total Cost of Goods Sold	1,590,783.06
Gross Profit	2,730,710.20
General Operating Expenses	
Automobile Expenses	123.19
Bank Service Charges	278.68
Benefits	20,692.69
Bookkeeping & Accounting	21,275.00
Contracted Services	37,025.00
Dues & Subscriptions	392.98
Equipment and Restaurant Supplies (Expense)	31,289.92
Floral & Decor	3,098.42
General Expense	11,434.60
Insurance	37,645.76
Janitorial and Pest Control	51,330.44
Linen/Dry Cleaning Maintenance	63,240.11
Marketing & Advertising	82,100.48
Meals	202.00
Operating Partner Percentage	295,000.03
Postage & Delivery	58.30
Printing & Stationery	19,613.99
Recruitment Expense	14,610.25
Rent	243,345.93
Rentals (Furniture/Equipment)	10,852.23
Repairs, Maintenance and Building Enhancements	64,069.97
Security Services	16,613.30
Software Expense	14,097.00
Taxes & Licenses	5,845.63
Telephone & Internet	9,832.15
Uniforms	4,287.10
Utilities	11,856.26
Valet Service Expense	16,654.00

JAN-MAY 2021

Waste Management	11,004.63
Web & Email	419.20
Total General Operating Expenses	1,098,289.24
Payroll Expenses	
Payroll Fees	7,875.00
Payroll Tax Expense	145,954.15
Wages and Salaries	828,146.40
Worker's Comp Insurance	53,418.00
Total Payroll Expenses	1,035,393.55
Total Operating Expenses	2,133,682.79
Other Income	
Miami-Dade Industry Hospitality Grant	25,000.00
Total Other Income	25,000.00
Operating Income	597,027.41
Net Income	597,027.41

Las Olas Hospitality LLC Consolidated
Profit and Loss
YTD as of March 31, 2021

Account #	Account	Las Olas Hosp Total	FTL Wharf Total	FTL Rivertail Total	Consolidated Total
	Income				
40000	ATM Fees Commission	\$ -	\$ -	\$ -	\$ -
40020	Beer Sales	\$ -	\$ 535,525.27	\$ 23,927.00	\$ 559,452.27
40040	Champagne Sales	\$ -	\$ 77,636.23	\$ -	\$ 77,636.23
40060	Cigarette/Cigars Sales	\$ -	\$ 786.06	\$ -	\$ 786.06
40100	Liquor Sales	\$ -	\$ 2,662,338.93	\$ 250,468.62	\$ 2,912,805.55
40120	Merchandise Sales	\$ -	\$ 3,710.89	\$ -	\$ 3,710.89
40140	Non-Alcoholic Sales	\$ -	\$ 25,889.59	\$ 10,875.00	\$ 36,564.59
40160	Water Sales	\$ -	\$ 33,221.08	\$ 3,552.00	\$ 36,773.08
40180	Wine Sales	\$ -	\$ 77,720.17	\$ 90,486.91	\$ 168,207.08
40200	Food Sales	\$ -	\$ -	\$ 763,348.28	\$ 763,348.28
40220	Dock Fee Income	\$ -	\$ -	\$ -	\$ -
40240	Site / Catering Fees Income	\$ -	\$ 323.36	\$ 265.99	\$ 589.35
40260	Food Truck Revenue Sharing Income	\$ -	\$ 59,345.78	\$ -	\$ 59,345.78
40270	Truck Fee	\$ -	\$ -	\$ -	\$ -
40280	Sales Discount Comp	\$ -	\$ -	\$ (44,065.23)	\$ (44,065.23)
40300	Returns	\$ -	\$ (2,770.38)	\$ (131.67)	\$ (2,902.05)
40320	Discounts & Comps	\$ -	\$ (102,564.12)	\$ -	\$ (102,564.12)
40340	Chargebacks	\$ -	\$ -	\$ (1,322.25)	\$ (1,322.25)
42000	Marketing	\$ -	\$ -	\$ -	\$ -
	Total Income	\$ -	\$ 3,371,162.86	\$ 1,097,202.65	\$ 4,468,365.51
	Cost of Goods Sold				
50020	Beer Purchases	\$ -	\$ 77,765.04	\$ 4,725.25	\$ 82,490.29
50040	Champagne Purchases	\$ -	\$ 27,132.90	\$ -	\$ 27,132.90
50060	Cigarettes/Cigar Purchases	\$ -	\$ -	\$ -	\$ -
50100	Liquor Purchases	\$ -	\$ 385,706.44	\$ 46,564.77	\$ 432,271.21
50120	Merchandise Purchases	\$ -	\$ 1,185.70	\$ -	\$ 1,185.70
50140	Non-Alcoholic Purchases	\$ -	\$ 65,130.32	\$ 2,127.52	\$ 67,257.84
50150	Bar / Restaurant Supplies	\$ -	\$ -	\$ -	\$ -
50160	Water Purchases	\$ -	\$ 7,780.25	\$ 780.32	\$ 8,560.57
50180	Wine Purchases	\$ -	\$ 41,692.67	\$ 27,954.02	\$ 69,646.69
50200	Food Purchases	\$ -	\$ -	\$ 264,138.54	\$ 264,138.54
50210	Food Spoilage	\$ -	\$ -	\$ 318.33	\$ 318.33
50220	Food Truck Rev Sharing Expense	\$ -	\$ -	\$ 15,726.68	\$ 15,726.68
	Total Cost of Goods Sold	\$ -	\$ 608,403.32	\$ 382,335.43	\$ 990,738.75
	Gross Profit	\$ -	\$ 2,762,759.54	\$ 734,867.22	\$ 3,497,626.76
	Expenses				
60000	Admin / General				
60030	Insurance Expense				
60040	General	\$ -	\$ 48,471.00	\$ -	\$ 48,471.00
60050	Health	\$ -	\$ 11,718.55	\$ 2,455.25	\$ 14,173.80
60060	Workers Comp	\$ -	\$ 10,757.30	\$ 5,842.05	\$ 16,599.35
	Total Insurance Expense	\$ -	\$ 70,946.85	\$ 8,297.30	\$ 79,244.15
60070	Legal & Professional Services	\$ -	\$ 10,000.00	\$ 5.00	\$ 10,005.00
60080	Office Supplies	\$ -	\$ 2,049.16	\$ 807.38	\$ 2,856.54
60090	Parking & Tolls	\$ -	\$ 1,396.80	\$ 2,250.00	\$ 3,646.80
60100	Postage & Delivery	\$ -	\$ 320.56	\$ -	\$ 320.56
60110	Printing & Reproduction Expense	\$ -	\$ -	\$ -	\$ -
60120	Professional Fees	\$ -	\$ 756.00	\$ 2,890.14	\$ 3,646.14
	Total Admin / General	\$ -	\$ 85,469.37	\$ 14,249.82	\$ 99,719.19
62000	Advertising & Marketing				
62005	Activations	\$ -	\$ -	\$ -	\$ -
62010	Advertising & Marketing	\$ -	\$ -	\$ 1,398.57	\$ 1,398.57
62020	Decor / Props	\$ -	\$ 7,570.29	\$ 2,526.90	\$ 10,097.19
62030	Digital Advertising	\$ -	\$ 87,543.94	\$ 12,902.25	\$ 100,446.19
62040	Digital Services	\$ -	\$ 2,360.00	\$ 12,185.50	\$ 14,545.50
62050	Entertainment Expense	\$ -	\$ 14,567.58	\$ -	\$ 14,567.58
62060	Marketing Contracts	\$ -	\$ 35,020.53	\$ 9,694.72	\$ 44,715.25
62070	Print Advertising	\$ -	\$ 15,295.16	\$ -	\$ 15,295.16
62080	Other	\$ -	\$ 720.00	\$ -	\$ 720.00
	Total Advertising & Marketing	\$ -	\$ 143,077.48	\$ 38,707.94	\$ 181,785.42
64000	Direct Operating				
64010	Alarm & Security	\$ -	\$ 30,172.55	\$ 413.00	\$ 30,585.55
64020	Bank Charges & Fees	\$ -	\$ 138.10	\$ 100.00	\$ 238.10
64040	Charitable Donation	\$ -	\$ -	\$ -	\$ -
64050	Consultants	\$ -	\$ 33,711.63	\$ 10,971.86	\$ 44,683.49
64060	Contractors	\$ -	\$ 5,111.98	\$ 1,476.01	\$ 6,587.99
64070	Credit Card / Merchant Fees	\$ -	\$ 88,092.69	\$ 36,554.88	\$ 124,647.55
64080	Commissions Expense	\$ -	\$ -	\$ -	\$ -
64100	DJ Cost	\$ -	\$ 41,155.00	\$ 8,500.00	\$ 49,655.00
64110	Dues & Subscriptions	\$ -	\$ 1,769.18	\$ 3,626.02	\$ 5,395.20
64120	Entertainment	\$ -	\$ -	\$ -	\$ -
64130	Equipment Rental	\$ -	\$ 12,217.60	\$ 2,616.34	\$ 14,833.94
64150	Management Fee	\$ -	\$ 235,920.05	\$ 65,831.19	\$ 301,751.24
64160	Meals & Ent	\$ -	\$ -	\$ -	\$ -
64200	Operating Supplies	\$ -	\$ -	\$ -	\$ -
64210	Bar/Restaurant	\$ -	\$ 53,010.75	\$ 2,776.28	\$ 55,787.03
64220	Cleaning	\$ -	\$ 11,784.00	\$ 15,196.32	\$ 26,980.32
64230	Dining	\$ -	\$ -	\$ 3,953.65	\$ 3,953.65
64240	Kitchen	\$ -	\$ -	\$ 12,604.40	\$ 12,604.40
64250	Linen	\$ -	\$ -	\$ 3,529.90	\$ 3,529.90
64260	To-Go	\$ -	\$ -	\$ 3,344.68	\$ 3,344.68
64270	Tableware	\$ -	\$ -	\$ -	\$ -
64280	China	\$ -	\$ -	\$ 7,122.08	\$ 7,122.08

64290	Glassware	\$	-	\$	-	\$	5,474.04	\$	5,474.04
64295	Silverware	\$	-	\$	-	\$	2,823.53	\$	2,823.53
	Total Tableware	\$	-	\$	-	\$	15,419.85	\$	15,419.85
	Total Operating Supplies	\$	-	\$	64,804.75	\$	56,824.88	\$	121,629.63
64300	Payroll Taxes Expense	\$	-	\$	87,101.76	\$	41,152.98	\$	128,254.74
64310	Payroll Processing Fees	\$	-	\$	7,230.75	\$	5,019.54	\$	12,250.29
64400	Repairs & Maintenance	\$	-	\$	11,794.07	\$	-	\$	11,794.07
64405	AC / Refrigeration	\$	-	\$	3,323.16	\$	947.25	\$	4,270.41
64410	Bldg Supplies & Tools	\$	-	\$	617.59	\$	19.48	\$	637.07
64425	Electrical	\$	-	\$	-	\$	-	\$	-
64430	Furniture & Fixture	\$	-	\$	14,210.00	\$	-	\$	14,210.00
64445	Janitorial & Cleaning	\$	-	\$	46,860.98	\$	19,119.07	\$	65,980.05
64450	Kitchen Equip & Small Tools	\$	-	\$	-	\$	23,890.33	\$	23,890.33
64455	Locks / Keys / Doors	\$	-	\$	101.51	\$	-	\$	101.51
64460	Office Equipment	\$	-	\$	352.03	\$	-	\$	352.03
64465	Painting & Decorating	\$	-	\$	-	\$	-	\$	-
65570	Pest Control	\$	-	\$	-	\$	1,915.30	\$	1,915.30
64475	POS Related	\$	-	\$	-	\$	-	\$	-
64480	Plumbing	\$	-	\$	1,685.00	\$	1,090.00	\$	2,775.00
64485	Supplies & Labor	\$	-	\$	17,161.59	\$	2,386.48	\$	19,548.07
64490	IT / Security Cameras / Sound	\$	-	\$	432.28	\$	4,318.19	\$	4,750.47
	Total Repairs & Maintenance	\$	-	\$	98,538.21	\$	53,686.10	\$	150,224.31
64510	Taxes & Licenses	\$	-	\$	543.00	\$	397.00	\$	940.00
64520	Travel Expense	\$	-	\$	-	\$	39.46	\$	39.46
64530	Uniforms	\$	-	\$	4,245.13	\$	1,372.23	\$	5,617.36
64600	Utilities								
64620	Cable	\$	-	\$	1,851.37	\$	1,492.92	\$	3,344.29
64630	Electrical	\$	-	\$	5,580.33	\$	9,215.05	\$	14,795.38
64640	Gas	\$	-	\$	-	\$	3,933.78	\$	3,933.78
64650	Telephone & Communications	\$	-	\$	482.37	\$	235.86	\$	718.23
64660	Waste	\$	-	\$	9,795.95	\$	1,702.50	\$	11,498.45
64670	Water & Sewer	\$	-	\$	3,804.13	\$	9,441.54	\$	13,245.67
	Total Utilities	\$	-	\$	21,514.15	\$	26,021.65	\$	47,535.80
	Total Direct Operating	\$	-	\$	730,286.53	\$	314,603.12	\$	1,044,869.65
66000	Occupancy / Management								
66010	Occupancy Expenses								
66030	Rent	\$	-	\$	131,865.84	\$	107,991.87	\$	239,857.71
66040	Storage Rental	\$	-	\$	706.38	\$	-	\$	706.38
	Total Occupancy / Expenses	\$	-	\$	132,572.22	\$	107,991.87	\$	240,564.09
	Total Occupancy / Management	\$	-	\$	132,572.22	\$	107,991.87	\$	240,564.09
68000	Wages								
68100	Administration								
68130	Corporate Administrator	\$	-	\$	12,480.74	\$	-	\$	12,480.74
68140	GM / Dir of Ops	\$	-	\$	58,076.95	\$	11,538.46	\$	69,615.41
68150	Maintenance Wages	\$	-	\$	717.49	\$	-	\$	717.49
68155	Maintenance Supervisor	\$	-	\$	-	\$	-	\$	-
68160	Manager Wages	\$	-	\$	102,596.16	\$	4,769.23	\$	107,365.39
68170	Marketing Coordinator Wages	\$	-	\$	42,400.00	\$	-	\$	42,400.00
68180	Production Coordinator	\$	-	\$	-	\$	-	\$	-
	Total Administration	\$	-	\$	216,271.34	\$	16,307.69	\$	232,579.03
68200	Back of House								
68205	Chef								
68210	Chef - Hourly	\$	-	\$	-	\$	79,435.91	\$	79,435.91
68220	Chef - Salaried	\$	-	\$	-	\$	29,903.83	\$	29,903.83
	Total Chef	\$	-	\$	-	\$	109,339.74	\$	109,339.74
68230	Cleaning Crew Wages	\$	-	\$	4,907.12	\$	-	\$	4,907.12
68240	Cleaning Crew Supvr Wages	\$	-	\$	-	\$	-	\$	-
68250	Dishwasher	\$	-	\$	-	\$	13,631.95	\$	-
68260	Prep	\$	-	\$	-	\$	7,492.24	\$	-
68270	Stocking	\$	-	\$	4,426.39	\$	510.10	\$	4,936.49
	Total Back of House	\$	-	\$	9,333.51	\$	130,974.03	\$	140,307.54
68300	Wages - Front of House								
68310	Barback Wages	\$	-	\$	18,498.27	\$	849.80	\$	19,348.07
68320	Bartender Wages	\$	-	\$	28,002.68	\$	14,635.03	\$	42,637.71
68325	Bartending Supvr Wages	\$	-	\$	4,811.85	\$	2,170.60	\$	6,982.45
68330	Bussers Wages	\$	-	\$	967.79	\$	925.48	\$	1,893.27
68340	Cashiers	\$	-	\$	-	\$	5,105.30	\$	5,105.30
68345	Dock Master Wages	\$	-	\$	-	\$	-	\$	-
68350	Greeter	\$	-	\$	-	\$	9,431.02	\$	9,431.02
68360	Hostesses Wages	\$	-	\$	25,602.91	\$	-	\$	25,602.91
68370	Runner	\$	-	\$	-	\$	8,030.93	\$	8,030.93
68375	Safety Enforcement	\$	-	\$	6,478.69	\$	-	\$	6,478.69
68380	Servers Wages	\$	-	\$	21,618.87	\$	20,556.66	\$	42,175.53
68390	Security Wages	\$	-	\$	90,825.77	\$	-	\$	90,825.77
	Total Wages - Front of House	\$	-	\$	196,806.83	\$	61,704.82	\$	258,511.65
68400	Training	\$	-	\$	1,351.77	\$	10,226.93	\$	11,578.70
68500	Covid 19 Wages	\$	-	\$	2,519.23	\$	2,622.80	\$	5,142.03
68510	Covid 19 Wages (Credits)	\$	-	\$	(2,555.11)	\$	(2,652.68)	\$	(5,207.79)
	Total Wages	\$	-	\$	423,727.57	\$	219,183.59	\$	642,911.16
	Total Expenses	\$	-	\$	1,515,113.17	\$	694,736.34	\$	2,209,849.51
	Net Operating Income	\$	-	\$	1,249,646.37	\$	40,130.88	\$	1,289,777.25
	Other Income								
70000	Other Income	\$	30.37	\$	460.61	\$	994.69	\$	1,485.67
	Total Other Income	\$	30.37	\$	460.61	\$	994.69	\$	1,485.67
	Other Expenses								
70510	Covid-19 Expenses	\$	-	\$	974.00	\$	896.97	\$	1,870.97
	Total Other Expenses	\$	-	\$	974.00	\$	896.97	\$	1,870.97
	Net Other Income	\$	30.37	\$	(513.39)	\$	97.72	\$	(385.30)
	Net Income	\$	30.37	\$	1,249,132.98	\$	40,228.60	\$	1,289,391.95

SUBMITTAL III:

A careful review of the RFP reveals, we believe, the City's desire to restore the Club to its "former glory", while adjusting to the nuances of life in the City Beautiful in the year 2021 and beyond. We share this vision and have carefully planned a comprehensive plan for the Club with services at the intersection of hospitality, entertainment, and sports. We are excited to share our concept with you.

The Club needs to be a place people want to go to *independent* of any special events. It's can and should be a place where residents go to share a meal, to have a drink with friends, and to develop wellness and personal health. Few locations are as uniquely positioned to offer such comprehensive amenities as the Club, but significant improvements are required to bring the Club into the 21st century and to position it to continue to evolve with the times. As a result, the first phase of development will of course be renovation and construction.

Construction/Renovation

The Club requires significant improvements. Our preliminary plans include, but are not limited to the following work¹:

1. Restoration/replacement of the roof;
2. New flooring
3. HVAC repair/replacement
4. Complete restroom renovation
5. New lighting throughout
6. Updating/Modernization of kitchens and equipment to accommodate our food service products, including, to the extent required, grease trap enhancements.
7. Construction of one (1) perhaps two (2) new full bars.
8. Renovation of pool, including resurfacing, new coping, etc.,
9. Landscape enhancements
10. Paint and other aesthetics
11. Plumbing repairs and new plumbing lines.
12. Spa renovation
13. Tennis Center Renovation and Expansion
14. Tennis Court improvement
15. Restoration/Replacement of woodwork

It is our objective to complete the required work in fifteen (15) months or less. Successful and timely completion of the work will require a detailed implementation plan, and almost more importantly, execution of the plan. To ensure success, we will have the following measures in place:

1. Private Provider (CAP Engineering – Carlos A. Penin or MTCI)
2. Designated Tenant Representative to serve as a single point of contact for the City.
3. Employ of seasoned, experienced construction professionals with a proven track record of successful construction in the city.
4. Bi-Weekly Progress Meetings with the City at the City's discretion and convenience.

¹ The precise scope of actual work required is as of yet undetermined, so we reserve the right to adjust as appropriate.

THE COUNTRY CLUB OF CORAL GABLES	
Identity <p>An open to the public family-oriented, full-service facility providing fine dining, casual dining, banquet services, meeting space, health and wellness solutions, spa, tennis, table tennis, and Padel (paddle tennis) with club membership options.</p>	Problem <p>The only such facility within a fifteen (15) mile radius is Riviera Country Club ("RC"). However, RCC is completely private, considerably more expensive, and lacks many of the services we plan to offer.</p>
Our solution <p>A re-born Country Club of Coral Gables with state-of-the-art facilities, amenities, food, entertainment and services for the entire family. There is demand for the "Soho House" and "Casa Tua" type club that mixes public and private elements.</p>	Target market <p>The target audience is the family unit, local residents, and individuals looking to develop their mental and physical well-being.</p>
The competition <p>RCC, The Biltmore Hotel, The Colonnade, The Hyatt Coral Gables.</p>	Revenue streams <p>Club Memberships. Fine Dining Restaurant. Casual Dining Restaurant. Banquet Services. Meeting Space. Personal Training. Spa and Salon Services. Merchandise. Yoga. Pilates. Swimming classes. Dance classes including ballroom, tap, jazz, and salsa, Mediation and breath work. Special Events, i.e., Halloween, Fourth of July, Memorial Day. Tennis court rental. Tennis lessons. Tennis Tournaments. Padel court rental. Padel tournaments and others.</p>

THE COUNTRY CLUB OF CORAL GABLES	
Marketing activities Comprehensive neighborhood outreach and marketing campaign staggered throughout the construction and staff training processes that will create (i) interest and intrigue; (ii) a desire to “be our neighbor”; and (iii) ongoing marketing efforts. The campaign will comprise print, social media, live pre-opening events, virtual tours of the Club, and email marketing.	Expenses <ul style="list-style-type: none"> • Construction (design professionals, permitting, labor, and materials) • Marketing • Fixtures, furniture, and equipment • Hiring and training of staff • Pre-Opening “goodwill” events
Team and key roles Rodney Barreto – Chairman and CEO Chef Adrienne Calvo – President and Director of Hospitality Operations Richard L Barbara – Chief Legal Officer Michael Beovides – Director of Club Operations Brad Barreto – Director of Development Cristina Valladares – Director of Tennis and Padel Mickel Causadias – Director of Health and Wellness	Milestones and Scheduling We anticipate a construction, hiring, and training timeline of fifteen (15) months from the project start date. It is our objective to open the facility at 100% capability as quickly as possible.
Hours of Operation The Club will be open in some form seven (7) days per week from 7am to 1am. The Club shall cease *public-facing operations” from 1am to 7am, excepting only activities relating to cleaning, engineering, and receiving.	Proposed Menus and Pricing for Services Sample menus and pricing for services are attached as Composite Exhibit “A”.

THE COUNTRY CLUB OF CORAL GABLES	
Planned Special Events *Neighborhood Cookouts” for Memorial Day, 4 th of July, and Labor Day. Thanksgiving Dinners and “Noche Buena” pig roasts. Tennis, table tennis, and Padel Tournaments. Easter Egg Hunts. Halloween “Monster’s Ball”, an annual “Country Club Gala”, Masquerade and themed ballroom events.	Restaurant Concepts Our plan contemplates fine and casual dining components. The fine dining restaurant will be a classic steakhouse in the farm to table tradition with a “bone in” menu and featuring the worlds finest and most exclusive cuts of steak, incredible wines, family style sides, and delectable desserts. The casual diner will combine a fast-casual, yet chef-driven European café style. Homemade paninis, salads, wraps, vegan and vegetarian friendly cuisine, smoothies and homemade gelatos.

a) Schedule of Performance

We will take the date of award as the “Project Start Date”. Our intention is to open the Club for regular operation within fifteen (15) months of the Project Start Date.

b) Approach to Management and Maintenance

Our approach to management and maintenance borrows from two great companies: The Walt Disney Corporation, whose standards for and execution of flawless facility maintenance is the envy of the world; and Mercedes-Benz, whose motto is “the best or nothing”. A visit to any of our operations will reveal that we spare no expense to create a wonderful experience for our guests. Every detail is taken into consideration and every whim is catered to. We also strive for consistency, a hallmark of successful hospitality operations.

c) Financial Pro Forma and Cash Flow Analysis

See attached Exhibit “B”.

d) Marketing Plan

Our marketing plan will be carefully curated and feature “extended-release dynamics” which each aspect of the plan corresponding to the then current state of development. The target market, as mentioned above, is the family unit (particularly with young children), local residents, and individuals who want to improve their overall health and wellness. The plan will have three (3) phases:

Phase 1 - Interest and Intrigue.

Within fifteen (15) days of the award and ending on the date that is approximately, we will debut the Club's new brand image and icon. The icon will signal the coming "look and feel" of the Club. It will have an air of mystery and nostalgia and will be geared towards creating a "buzz" about the future of the Club. Marketing elements will include but not be limited to brand image and icon debut, news media, social media, website landing page, establishment/renovation of social media pages.

Phase 2 – Be Our Neighbor Phase

At T-Minus 180 days before the grand opening, the marketing campaign will move into Phase 2, where the campaign begins to rely on and utilize tangible development progress made to entice residents to (i) explore and sign membership agreements; and (ii) seek to schedule and book the Club for events. Phase 2 will focus on our "Big Three", namely, hospitality, entertainment, and sports. Each of these pillars of our operation will have its own mini-campaign focusing on its strengths and those mini-campaigns will include social media and website pages for the restaurants, tennis/padel facilities, and the spa/salon/wellness attractions.

Phase 3 – Home Away from Home

Once the Club begins operations, the campaign's focus will shift to one geared towards maintaining a healthy membership, driving the public to the restaurants and athletic facilities, and targeting the special events market. A constant online and social media presence will be maintained, and "Club News" shall be collected, formatted, and disseminated to the public and the membership.

e) Planned Special Events

The Club should be a place for gathering and sport. We hope to provide an alternative venue for people to enjoy holidays such as Memorial Day, 4th of July, Labor Day, Halloween, Thanksgiving, and Noche Buena. Our preliminary programming includes plans for an annual Gala, a Masquerade Ball, and other themed events where the community will be encouraged to attend and make memories in one of the City's most idyllic settings.

There will also be sporting related special events, such as tennis and padel tournaments. Padel is an emerging sport with a devoted following. It is played on tennis courts so no additional facilities are required and it instantly creates a new revenue source.

3) Benefits to the Community and Relationship to the Neighborhood

Our priority is to be good neighbors. We understand the nature of the neighborhood and our principals know many of the residents whose properties are in the immediate vicinity of the Club personally. We are keenly aware of the respect that must be had for the neighborhood's long-standing predilection for the "quiet life". That being said we firmly believe the benefits to the community from an operational Club such as we envision it are innumerable and that mutually beneficial coexistence is not only possible but desired.

Fine examples of similar (yet different) facilities that create a desirable kind of community feel are the Jewish Community Center in southwest Miami-Dade County, and the Coral Gables Youth Center. Both provide a place for people to enjoy outdoors, sports, and the City Beautiful. Moreover,

4) Facility Improvements

We anticipate and plan to make the following improvements to the facilities.

Work to be Done	Est. Value of Improvement ²	Timeline for Completion
Roof Replacement	\$250,000.00	90 days from mobilization
Plumbing	\$260,000.00	120 days from mobilization
New Flooring	\$100,000.00	160 days from mobilization
HVAC Repair/Replacement	\$150,000.00	120 days from mobilization
Restroom Renovations	\$80,000.00	180 days from mobilization
Spa Renovation	\$150,000.00	210 days from mobilization
Lighting/Electrical	\$250,000.00	210 days from mobilization
FF&E Retrofitting and Acquisitions/kitchens/grease traps	\$425,000.00	280 days from mobilization
New Bar Construction	\$200,000.00	280 days from mobilization
Pool Renovations	\$200,000.00	310 days from mobilization
Woodwork Restoration/Replacement	\$140,000.00	310 days from mobilization
Landscaping	\$300,000.00	350 days from mobilization
Paint	\$75,000.00	350 days from mobilization
Tennis Center Expansion	\$200,000.00	350 days from mobilization
Tennis Court Refurbishment	\$260,000.00	350 days from mobilization
Low Voltage/IT/Audio-Visual	\$275,000.00	350 days from mobilization
Fire/Life Safety	\$100,000.00	350 days from mobilization
Total Improvements	\$3,415,000.00³	

² These figures are approximations. Volatility in the materials markets make more precise determinations impossible at the present time.

³ This is exclusive of furnishings, smallware, art, uniforms, marketing expenses, hiring expenses, training, etc.

5) Membership and Use Program⁴

There will be several membership options as follows:

1. Bronze Members (Gym/Spa Only) – Estimated \$75.00 per month. This membership will entitle the holder to use of the fitness and spa facilities. Any classes or training programs will be available for additional fees. Bronze Memberships must be renewed annually.

2. Silver (Tennis/Gym/Spa Only) – There will be three (3) tennis memberships as follows: (i) Single \$1,250 per year; (ii) Juniors (up to 18 years if age) \$850 per year; and (iii) Family (up to 4 persons) \$5,000 per year. Silver Membership must be renewed annually.

3. Gold Membership – Gold membership will entitle the holder to all the benefits of the Silver Membership, plus discounts of up to fifty percent (50%) on all Club Programming, i.e., personal training, salon services, classes, and other Club amenities. Gold Members shall be charged a \$7,500 Initiation Fee and monthly dues of \$650.00. Social Membership will be capped at 400 members and are “Family Memberships” for up to 4 members of an immediate family. There will be “add on” prices for larger families.

4. Platinum Membership - Platinum Membership will entitle the holder to all the benefits of the Gold Membership, plus discounts of up to eighty-five percent (85%) on all Club Programming, in addition to preferred reservation access for the Steakhouse, event, and meeting spaces. Platinum Members shall be charged a \$12,000 initiation fee and monthly dues of \$950.00 per month.⁵

SUBMITTAL IV:

1) References

1. Client Name: Miami-Dade County Parks, Recreation, and Open Spaces
Address: 275 NW 2nd Street, Miami, Florida 33128
Contact: Maria Nardi, Director
Tel: 305-755-7800
Email: maria.nardi@miamidade.gov
2. Client Name: Fourshore Capital, LLC
Address: 901 Ponce de Leon Boulevard, Suite 700A, Coral Gables, Florida 33134
Contact: Jose Costa
Tel: 305-710-6545
Email: jcosta@fourshorecapital.com
3. Client Name: CGI Merchant Group
Address: 801 Brickell Avenue, Suite 2500, Miami, Florida 33131
Contact: Jonathan Pavlov

⁴ Coral Gables Residents shall be entitled to discounts on all membership levels. All membership levels are subject to annual escalation of fees and dues.

⁵ Our “Master Plan” involves offering Golf and we have had preliminary discussions with the Biltmore about the Granada Golf Course Operation. We would like to discuss with the City as well.

Tel: 561-752-6635
Email: jpavlov@cgimg.com

- 2) There are no public sector clients who have discontinued our services.
- 3) There have been no civil, criminal, administrative, or other similar proceedings filed against us in the preceding five (5) years.

SUBMITTAL V:

See Revenue Form attached as Exhibit "C"

SUBMITTAL VI:

See marked up lease attached as Exhibit "D"

7) References

1. Client Name: Miami-Dade County Parks, Recreation, and Open Spaces
Address: 275 NW 2nd Street, Miami, Florida 33128
Contact: Maria Nardi, Director
Tel: 305-755-7800
Email: maria.nardi@miamidade.gov
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Contact: Jose Costa
Tel: 305-710-6545
Email: jcosta@fourshorecapital.com
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Address: 801 Brickell Avenue, Suite 2500, Miami, Florida 33131
Contact: Jonathan Pavlov
Tel: 561-752-6635
Email: jpavlov@cgimg.com

Barreto Hospitality Investment Summary																
Pro-Forma Summary	Initial Investment	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Gross Income	(\$4,500,000.00)	\$9,092,500.00	\$9,365,275.00	\$9,646,233.25	\$9,935,620.25	\$10,233,688.85	\$10,540,699.52	\$10,856,920.51	\$11,182,628.12	\$11,518,106.97	\$11,863,650.17	\$12,219,559.68	\$12,586,146.47	\$12,963,730.86	\$13,352,642.79	\$13,753,222.07
Amount Subject to Percentage Rent		\$0.00	\$0.00	\$3,146,233.25	\$3,435,620.25	\$3,733,688.85	\$4,040,699.52	\$4,356,920.51	\$4,682,628.12	\$5,018,106.97	\$5,363,650.17	\$5,719,559.68	\$6,086,146.47	\$6,463,730.86	\$6,852,642.79	\$7,253,222.07
Profit for Operator/Percentage Rent for City																
Barreto Hospitality		\$1,363,875.00	\$1,404,791.25	\$1,442,215.64	\$1,485,189.61	\$1,529,452.79	\$1,575,043.88	\$1,622,002.70	\$1,670,370.28	\$1,720,188.88	\$1,771,502.05	\$1,824,354.61	\$1,878,792.75	\$1,934,864.03	\$1,992,617.45	\$2,052,103.48
City of Coral Gables		\$0.00	\$0.00	\$31,462.33	\$34,356.20	\$37,336.89	\$40,407.00	\$43,569.21	\$46,826.28	\$50,181.07	\$53,636.50	\$57,195.60	\$60,861.46	\$64,637.31	\$68,526.43	\$72,532.22

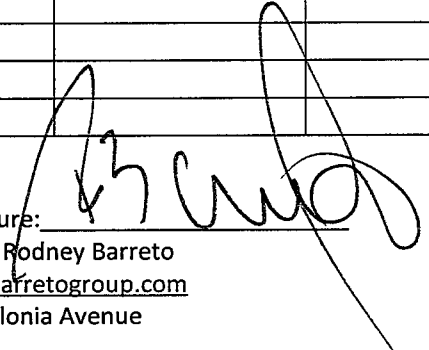
PROPOSAL REVENUE FORM
RFP 2021-009 Management and Operations Services (for the Country Club of Coral Gables)
SOLOCITATION CLOSING DATE: JUNE 7, 2021 @ 2:00 p.m.

The Solicitation will be awarded to the highest ranked responsive and responsible proposer. Proposers must submit revenue for each line item/year. Failure to do so will deem you non-responsive. The City in its sole discretion will determine if the pricing received is reasonable and if it is in the best interest of the City to move forward with the award:

VENDOR: Barreto Hospitality, LLC

FEIN: 86-1189620

Lease Year:	Minimum Guarantee	Participation Rent	Additional Compensation	Total Compensation
1	\$360,000.00	0	0	\$360,000.00
2	\$370,800.00	0	0	\$370,800.00
3	\$381,924.00	\$31,462.33	0	\$413,386.00
4	\$393,382.00	\$34,356.20	0	\$427,738.20
5	\$405,183.00	\$37,336.89	0	\$442,519.89
6	\$417,338.00	\$40,407.00	0	\$457,745.00
7	\$429,858.00	\$43,569.21	0	\$470,427.21
8	\$442,753.00	\$46,826.28	0	\$489,579.28
9	\$456,036.00	\$50,181.07	0	\$506,217.07
10	\$469,717.00	\$53,636.50	0	\$523,353.50
11	\$483,809.00	\$57,195.60	0	\$541,004.60
12	\$498,323.00	\$60,861.46	0	\$559,184.46
13	\$513,273.00	\$64,637.31	0	\$577,910.31
14	\$528,671.00	\$68,526.43	0	\$597,197.43
15	\$544,531.00	\$72,532.22	0	\$617,063.22
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

Authorized Signature: 

Print/Type Name: Rodney Barreto
E-Mail: rodney@barretogroup.com
Address: 235 Catalonia Avenue

Title: _____

Phone: (305) 444-4648

Fax: _____

City: Coral Gables State: Florida

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE BIDDER TO BE BOUND BY THE TERMS OF ITS BID. FAILURE TO SIGN THE BID PRICE FORM WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE OR PROVIDE THE FORM AS PRESENTED MAY RENDER THE BIDDER NON-RESPONSIVE

SUBMITTAL VI: Marked up Lease

LEASE AGREEMENT

Between

CITY OF CORAL GABLES, FLORIDA

a municipal corporation of the State of Florida

and

BTW INVESTMENTS LLC, d/b/a BARRETT
HOSPITALITY
A FLORIDA LIMITED LIABILITY COMPANY

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of this _____ day of _____, 2021, by and between the City of Coral Gables, a municipal corporation of the State of Florida ("Landlord"), whose address for purposes hereof is 405 Biltmore Way, Coral Gables, Florida 33134, and _____ ("Tenant").

WHEREAS, _____

WHEREAS, _____

WHEREAS, _____

WHEREAS, _____

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency thereof are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. DEFINITIONS.

Unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified.

A. "Building" shall mean the entire building constructed on the country club portion of the Premises.

B. "City" shall mean the City of Coral Gables, in its municipal capacity, as opposed to as Landlord.

C. "Country Club Operating Account" shall mean one or more accounts in a federally insured banking institution located in Coral Gables, Florida in the name of the Country Club Operations in a bank selected by Tenant, into which Tenant shall deposit all Gross Revenue of the Country Club's Operations.

D. "Country Club Operations" shall mean the Uses conducted on the Premises and all activities in support or a part of such Uses.

E. "Effective Date" is the date that this Lease is executed by Tenant and Landlord. This date is different from Rent Commencement Date and Possession Date.

F. "Event of Default" shall have the meaning provided in Section 29.

G. "Escrow Account" shall have the meaning provided in Section 6 and Exhibit D.

H. "Expense(s) of Operation" shall mean the amount of all expenses (whether ordinary, extraordinary or capital) of operating, improving, rehabilitating and/or repairing the Premises and performing all other obligations and Uses undertaken by Tenant hereunder, including without limitation any and all ad valorem taxes, intangible taxes, taxes payable on the fees payable

hereunder or on the interest created hereby, and any other taxes payable as a result of the Lease or Tenant's performance thereunder, save and except for Building Improvements which are the express obligation of Landlord under Section 4 below.

I. "Financial Statement" means audited financial statements prepared by an independent certified public accounting firm in accordance with Generally Accepted Accounting Principles as promulgated by the American Institute of Certified Public Accountants and with Section 11(B)(1) herein.

J. "Furnishings and Equipment" shall consist of all furniture, furnishings, carpeting, wall coverings, decorative lighting, electric or electronic equipment, seating, interior and exterior features, artifacts and artwork, interior and exterior graphics, office furniture, all fixtures and specialized equipment, telephone systems, cleaning and engineering equipment, tools, and all other similar items now or hereafter located in the Premises, and all other items which are required for the operation of the Premises in accordance with the provisions of the Lease. For purposes of Section 36, Furnishings and Equipment shall be defined and divided as follows:

1) "Tenant Furnishings and Equipment" shall be defined as all Furnishings and Equipment which are purchased by Tenant during the Term of the Lease, including replacements therefore and which can be physically removed from the Premises without repair to the Building. For example, wall coverings, carpeting, items, affixed to the Building and any other items defined by law, to be fixtures shall not be included in this definition. On or before the Effective Date, Tenant shall provide Landlord with an inventory of the items Tenant considers to be Tenant Furnishings and Equipment along with invoices for said Tenant Furnishings and Equipment. Annually, on or before the anniversary of the Effective Date, Tenant shall provide to Landlord an updated inventory of items that Tenant considers to be Tenant Furnishings and Equipment along with invoices for said Tenant Furnishings and Equipment. *on which Tenant opens for Business*

2) "Landlord Furnishings and Equipment" shall include all Furnishings and Equipment delivered to Tenant as part of the Premises and Building, all items purchased by Tenant but excluded from the definition of Tenant Furnishings and Equipment in subparagraph (1) above and any replacement thereof during the Term of the Lease, even if such replacements are paid for by Tenant.

excluding gratuities
K. "Gross Revenue" shall consist of all revenue, proceeds of sales, barter, income or receipts of any nature or kind, *all* determined on an accrual basis in accordance with generally accepted accounting principles consistently applied, whether cash or credit, derived directly or indirectly from the use of Premises, Country Club Operations or any source over which Tenant has any direct or indirect responsibility under the Lease, including but not limited to revenues received by Tenant from arm's length subleases or operating agreements with unrelated third parties (Gross Revenue of Country Club Operations sublet to or conducted by subsidiaries or affiliates of Tenant or its owners will include all revenue generated from such Country Club Operations). Tenant shall not be entitled to lease or sublease any portion of the office space located in the Premises for a use other than its central office or for its office use in connection with the Lease.

L. "Land" shall mean the real property and all improvements on or appurtenance to the Land with street address of 997 North Greenway Drive of approximately 140,000 square feet, the Tennis Facility and Parking Lot, the legal descriptions of which are attached as Exhibit A hereto.

M. "Operating Supplies" shall mean all inventories of merchandise held for sale, and all stocks of supplies necessary for the Country Club Operations including, without limitation, all repair and maintenance supplies, foods, beverages, food service items, fuel and miscellaneous expendables.

N. "Possession Date" is the date when possession of the Premises is delivered by Landlord to Tenant in the manner and at the time set forth in Section 4 hereof and all prepossession obligations have been satisfied.

O. "Premises" shall mean the Land, Building, Tennis Facility, Parking Lot and the contents thereof.

P. "Rent" shall mean the sum of the Base Rent and Percentage Rent as defined in Section 5 of the Lease, and any other additional Rent as specified herein or as may be mutually agreed to by the parties hereafter

Q. "Rent Commencement Date" is the date when the full amount of Rent begins to accrue and is due and owing, which date shall be 1/1/2023.

R. "Rental Year" means a year consisting of twelve (12) consecutive calendar months. The first Rental Year during the term of this Lease shall commence on the 1st day of the month of January, following Rent Commencement Date and end on a date which is twelve (12) consecutive calendar months thereafter.

S. "Tennis Facility" shall mean the tennis facility described in _____

T. "Uses" shall mean the activities described in Section 7 and no other.

U. "Year of Operation" shall mean the twelve (12) month period commencing on the first day and ending on the last day of Landlord's annual accounting period (which currently is based upon a calendar year), it being understood that the first Year of Operation under the Lease shall commence on the Effective Date and that the last Year of Operation shall end on the expiration or earlier termination of the Lease. Landlord reserves the right to change its annual accounting period provided such change has no material adverse effect on the rights or obligations of Tenant.

2. PREMISES.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises upon the terms and conditions hereinafter set forth. The Lease does not grant any right to light or air rights over or above the Premises.

Tenant acknowledges and agrees that it has previously inspected the Premises and conducted its own due diligence with regard to the conditions of the Premises and is accepting the Premises in "as is" condition. Landlord makes no representations as to the Uses or suitability of the Premises for the Uses. Tenant further acknowledges and agrees that possession of the Premises by Tenant shall be conclusive evidence against Tenant that the Premises are in satisfactory condition.

3. TERM.

The Lease is for a term (the "Term") beginning on the Effective Date and ending on the last day of the fifteenth (15th) Rental Year following the Possession Date unless sooner terminated as provided herein or extended as provided herein (the "Termination Date"). All references hereinafter to Term shall, unless the context indicates to the contrary, include the renewal periods, if exercisable by Tenant in accordance with the terms of the Lease.

~~Provided that Tenant shall theretofore have observed and performed all of the covenants, agreements and other obligations on its part hereunder from and after the Effective Date,~~ **→ There is no then-existing EVENT OF DEFAULT**
Tenant shall have the option, upon approval by Landlord, to renew this Lease for two (2) successive periods of five (5) years each (each a "Renewal Term"), upon the same terms and conditions as set forth herein. Each of such Renewal Term options shall be exercised by Tenant by giving Landlord written notice of its intention to renew at least one hundred and eighty (180), but not more than three hundred and sixty-five (365), days prior to the then Termination Date (the "Renewal Notice"), time being of the essence. Upon receipt of the Renewal Notice, Landlord shall have thirty (30) days to approve or reject Tenant's renewal option in its sole and absolute discretion.

4. TENANT IMPROVEMENTS.

WHICH SHALL NOT BE UNREASONABLY WITHHELD
A. Tenant shall, after the Effective Date, complete certain improvements (the "Tenant Improvements"), with a total minimum value of **FOUR + ONE HALF (\$4,500,000.00)** ^{MILLION}, which are described in Exhibit B, no later than **Fifteen (15)** months from the Effective Date. Upon completion of the Tenant Improvements, which completion shall be evidenced by the issuance of a certificate of completion by the proper governmental authority, and within seven (7) days thereafter, Landlord will inspect and confirm, in writing, that the Tenant Improvements are complete in accordance with the required permits and plans filed in connection therewith. If Landlord disputes that the Tenant Improvements were so completed and the dispute cannot be resolved between Landlord and Tenant, within fifteen (15) days after the seven (7) day period described above, the matter shall be resolved by binding ~~arbitration~~ **→ MEDIATION** but no such dispute shall be the basis for either a delay by Tenant in its responsibilities under this Section or a claim of Force Majeure. During the time Tenant is completing the Tenant Improvements and beginning on the Effective Date, Tenant shall use good faith efforts and exercise due diligence to obtain all necessary permits to perform and immediately thereafter shall expeditiously complete, in the shortest time reasonably possible under the circumstances the Tenant Improvements, which completion shall be evidenced by the issuance of a certificate of completion by the proper governmental authority. Once the Tenant Improvements are complete and the Premises are equipped and the actions are taken in accordance with the provisions of Exhibits C and E and all the Uses are open to the public, possession of the Premises will be turned over to Tenant which

date shall be the "Possession Date." Possession Date shall occur no later than 10/1/2022. Even if the Possession Date is extended, Rent Commencement Date shall not change and the Term shall not be extended. If Possession Date fails to occur, as a result of Tenant's default or breach of this Lease, then Landlord, in addition to all other remedies provided herein, shall be entitled to receive, as liquidated damages, the balance being held by Escrow Agent pursuant to the provisions of Section 6 and Exhibit D.

B. Tenant shall comply with all municipal and county building and zoning requirements and other laws, codes, ordinances, resolutions, rules and regulations in performing and completing the Tenant Improvements, including, without limitation, obtaining all necessary building permit(s) and certificate(s) of use and/or occupancy.

C. Tenant and Landlord agree on the level and approximate cost of the Tenant Improvements necessary to prepare the Premises for the Country Club Operations and the Uses provided in the Lease. The estimated cost of Tenant Improvements is set forth in Paragraph A and Exhibit B which shall be paid by Tenant. If additional monies will be required to complete the Tenant Improvements, Tenant agrees to assume responsibility for and pay for any and all additional costs over and above the amounts set forth in Exhibit B to ensure that the Tenant Improvements are completed in a timely and satisfactory manner. No leasehold financing or title retention contracts shall be allowed on or for any of the Tenant Improvements.

D. In the exercise of its responsibilities in connection with the Tenant Improvements, Tenant agrees that it shall:

1) Engage, at its own expense, an architect, construction manager, contractors, project manager, and other specialists and consultants as may be necessary or desirable in Tenant's discretion to perform the Tenant Improvements. "Architect" shall mean a licensed architect experienced in the field of historic renovation engaged by Tenant for the purpose of providing complete Architectural Plans for the Building and for such other purposes as may be agreed upon by Tenant and Architect.

2) In addition to the required review and approvals required by the City, Tenant shall submit the following (herein collectively referred to as "Design Documents") to Landlord for its review and written approval:

a. Preliminary site plan and floor plans along with a cost estimate and a color rendering of the Building interior. All of the foregoing shall be sensitive to the historical significance of the Building and to those portions thereof which are (or are intended to be) subject to historic preservation.

b. "Schematic Design Documents", "Design Development Documents", and "Construction Documents" prepared by the Architect, along with, in each case, cost estimates (collectively "Architectural Plans"). Each phase of documents shall be based on those approved for the immediately preceding phase.

c. A preliminary interior design prepared by Tenant which shall be based on: approved Schematic Design Documents provided by the Architect; marketing, operating and concept information provided by Tenant; and a budget provided by Tenant. Such proposal

shall include, but not necessarily be limited to, floor plans, color boards and renderings to clearly depict the interior treatment of all areas of the Building.

d. Preliminary and final Furnishings and Equipment layout and specifications for the Building including lobby, concession areas, ballroom and other areas of the Building undergoing renovation or being equipped. The preliminary plans shall be based on criteria provided by Tenant and Architect and on a budget provided by Tenant. The final plans and specifications shall be based on approved preliminary plans and shall be in sufficient detail to satisfy the requirements of Tenant, Architect and Landlord.

e. Preliminary and final plans and specifications for the following:

- Landscape, prepared by Architect or separate landscape architect.
- Hardscape, prepared by Architect or separate landscape architect.
- Lighting, prepared by Architect or separate lighting consultant.
- Signage, prepared by Architect and approved sign manufacturer.

All other special design functions necessary to complete the Tenant Improvements and to otherwise refurbish and redevelop the Building and Premises shall be under the direction of Tenant or Architect but in any event, shall be reflected in the Construction Documents, and shall be approved by Landlord.

3) Cause the Architect and other consultants to revise the Design Documents where required in order to obtain Landlord's approval of same and thereafter make no material changes to the Design Documents without the prior written approval of Landlord.

4) In accordance with (i) the Design Documents approved by Landlord and (ii) all applicable laws, ordinances and governmental regulations, at its sole expense, repair, renovate, furnish and equip the Building and Premises. Landlord shall have the right to periodically inspect the Premises during construction. Construction shall not commence until after the following events have occurred:

- a. Landlord has approved the final Design Documents (subject to any necessary revisions, which such revisions shall require the written approval of Landlord);
- b. all required building permits have been issued; and
- c. Tenant has secured a policy of comprehensive general liability insurance pursuant to the terms of the Lease.

5) Substantially complete the repair, renovation and equipping of the Building and Premises (including installation of the Furnishings and Equipment and Operating Supplies) by the Possession Date subject to extension for delays from Force Majeure, it being understood, however, that financing and funding (or the lack thereof) is not a Force Majeure event.

E. Landlord will use reasonable diligence in reviewing the Design Documents to either approve the same or notify Tenant of any changes required therein in order to obtain Landlord's approval thereof.

F. It is understood and agreed that Landlord's approval of any Design Documents, Architectural Plans or other specifications for the Building and Premises submitted by Tenant shall not constitute any undertaking by Landlord that the same comply with any building, life safety, environmental, or other codes imposed by any governmental or regulatory authority, or comply with architectural or engineering standards. Tenant must process all plans and specifications through the normal permitting process of the City (and any other applicable governmental authorities), notwithstanding Landlord's approval thereof pursuant to the terms thereof. ~~Tenant further agrees to hold Landlord harmless from and to indemnify Landlord against any claim by Tenant, the agents, employees, or patrons of Tenant, or any other third party, arising out of the approval and performance of the Tenant Improvements pursuant to the Lease.~~ Further, Tenant recognizes that Landlord's recommendations and approvals pursuant to the Lease are made in good faith and Landlord makes no warranty or representation of any nature or kind regarding its recommendations or approvals.

G. All obligations relating to any renovations, repairs and maintenance or Tenant Improvements performed by Tenant either at the commencement of the Term hereof, or any time thereafter, shall be the sole responsibility and financial obligation of Tenant. Notwithstanding anything contained herein to the contrary, Tenant shall submit any revisions to the Design Documents to Landlord for Landlord's review and written approval.

5. RENT AND EXPENSES OF OPERATION.

Tenant agrees to pay Landlord Base Rent and Percentage Rent in the amounts and at the times set forth in Exhibit C, which Rent shall be delivered to the Finance Department at 405 Biltmore Way, Coral Gables, Florida 33134 or such other place as the Landlord shall designate from time to time in a notice given pursuant to the provisions of the Lease.

Without waiving other available rights and remedies, ^{→ FIFTEEN (15)} Tenant shall be required to pay Landlord the lesser of eighteen percent (18%) interest per annum or the maximum percentage permitted by law on any Rent due that remains unpaid for ten (10) days after its due date, along with Rent equal to the greater of two hundred and fifty dollars (\$250) or ten percent (10%) of the Rent payment not paid when due to reimburse Landlord for its additional administrative costs. Said interest will be computed from the due date. Tenant shall pay as Rent an administrative fee of One Hundred Dollars (\$100) for any returned check, and Landlord may require Tenant to provide a certified or cashier's check if more than one (1) of Tenant's checks are returned for insufficient funds. Landlord shall have the right to apply any payments made by Tenant first to any deficiency in the payment of the interest and administrative charges hereunder. If Tenant pays Rent late three (3) times in any twelve (12) month period, in addition to Landlord's other remedies, Landlord may cancel this Lease.

There shall be no delay in the Rent Commencement Date and, no delay or abatement of the payment of Rent for any reason, including but not limited to, Tenant's failure to occupy the Premises or Tenant fails to complete any of Tenant's Improvements in a timely manner. All

provisions of the Lease shall be in full force and effect upon the Effective Date, notwithstanding the fact that prior to the Possession Date, Tenant shall first perform and complete the Tenant Improvements required to be completed by that date.

Tenant shall pay all expenses of operation and any other monetary obligation incurred, pursuant to the terms of the Lease, commencing upon the Effective Date and such obligations shall be treated as additional Rent. This is a triple net lease.

6. ESCROW ARRANGEMENTS. TO BE NEGOTIATED

A. Within ten (10) days from the Effective Date, Tenant shall deposit, by wire transfer, with _____ ("Escrow Agent"), _____ (\$ _____) representing an amount equal to the cost of the Tenant Improvements listed on Exhibit B (the "Escrow Funds"). The Escrow Agent shall hold the Escrow Funds, pursuant to the Escrow Agreement, attached hereto as Exhibit D, to be used for either (1) the payment to Tenant in reimbursement of its payment and installation of the Tenant Improvements, under the procedures described hereinafter or (2) if the Landlord elects to accept the undisbursed portion of the Escrow Funds as liquidated damages, then the payment to Landlord of the undisbursed portion of the Escrow Funds as liquidated damages to Landlord resulting from an Event of Default by Tenant under the Lease.

The procedure for disbursement of the Escrow Funds to pay for Tenant Improvements shall be as follows:

1) Tenant shall submit simultaneously to Landlord and Escrow Agent, draw requests showing that Tenant has paid for and/or installed items or portions of the Tenant Improvements in the Premises, in accordance with Exhibit D and the terms of the Lease. Landlord shall prescribe the forms, waivers, certifications and other documents required for submission with each draw request. Once the draw request has been approved by Landlord, it shall instruct Escrow Agent to disburse the amount requested within five (5) business days of request.

2) Landlord shall either approve the draw request or provide Tenant, within five (5) business days after Landlord receives same, with a written explanation of why it has not or will not approve the draw request. If the dispute is unresolved, within five (5) business days after Tenant's receipt of such explanation, the dispute shall be resolved by arbitration as provided herein.

B. On or before _____, Tenant shall deposit with the Escrow Agent additional funds equal to _____ (\$ _____) ("Additional Escrow Funds") to be used for either (1) cost overruns for the Tenant Improvements; or (2) liquidated damages for Tenant's default, as described in subparagraph (A) above. The procedures for disbursing the Additional Escrow Funds shall be the same as those used for the initial Escrow Funds.

7. USES AND QUALITY OF OPERATION.

A. The Tenant will use, manage and operate the Premises for and Landlord hereby authorizes the following Uses and for no other Uses or purposes:

- a. Banquets (inside and outdoors, including west side of Premises)
 - b. Upscale full service restaurant (inside and outdoors on pool deck)
 - c. Casual food service (inside and outdoors)
 - d. Fitness center operations
 - e. Food and beverage services (including full service liquor license service)
 - f. Recreational activities, such as pool, tennis, etc.
 - g. Membership services, typical of a club similar to the Premise
 - h. Meeting space
 - i. Café operations serving Italian gelatos, pizzas and similar items in a European-style café (the "Café")
- WRAPS, SMOOTHIES, HEALTHY FOODS

Each of the Uses listed herein will be fully operational and open to the public on Possession Date unless Landlord agrees, in writing, to the contrary. The Uses and Country Club Operations shall be solely managed and solely operated by Tenant in a first class manner consistent with the quality and service provided in other first class facilities in Miami-Dade County, including but not limited to the Biltmore Hotel, Hyatt Regency Coral Gables, the Lowes Coral Gables Hotel at the Plaza and the Hotel Colonnade. Tenant shall be obligated to seek and obtain all permits, licenses, approvals and other authorizations required or necessary, under any applicable laws and regulations, including but not limited to liquor license(s). In the event that Tenant requires third party vendors to assist Tenant with the Uses and Country Club Operations, Tenant shall submit the names and operational information of said third party vendors to Landlord for Landlord's review and written approval, which approval or disapproval of same shall be made in Landlord's sole and absolute discretion. If Tenant hires any third party vendors without Landlord's review and approval of such vendors, Tenant shall immediately be considered to be in default of this Lease.

B. Tenant agrees that at no time during the Term hereof, shall it seek approval for expansion of the square footage of its current improvements to the Premises or permit: (a) a nightclub or other similar operation; (b) any unlawful or illegal business, use or purpose or which is immoral or disreputable (such as, without limitation, adult entertainment) any obscene performances or other obscene material to be exhibited or performed within the Premises. For the purposes hereof, the term "obscene" shall be defined in the same manner as such term is defined under applicable federal law; or (c) outdoor amplified music. This requirement also applies to any subtenant or operator of any portion of the Premises. To be clear, notwithstanding the fact that the existing or future zoning and prior use of the Premises allows an increase in the current square footage of the improvements to the Premises or allowed different or additional uses than the Uses listed herein, Tenant shall not seek approval for or claim it has the legal right to conduct or add such uses to the Uses listed herein, provided, however, that Tenant may request from Landlord in its capacity as Landlord and not in its municipal capacity, to add an additional use or seek approval for expansion of the square footage of its current improvements to the Premises (other than specified in (a), (b) or (c) above), which Landlord may approve or disapprove, in its sole discretion.

8. DAYS OF OPERATION.

The Tenant shall be required to operate and be open for business to the public year-round, and shall provide regular and customary programming and activities which encompass the Uses and which are consistent with the Uses, objectives and intentions expressed in the Lease and with

↓ excepting only day-time SPECIAL EVENTS

all ordinances adopted by the City, in its municipal capacity, including but not limited to City Ordinance No. 2009-47 passed and adopted on December 15, 2009. In the event that the Tenant uses or allows the Premises to be used for Uses not expressly permitted herein, or ceases to provide regular and customary services consistent with all the Uses, the Landlord may, in addition to all other remedies available to it, terminate the Lease or restrain the improper Use by injunction ~~(without the requirement to post a bond or other security)~~ or other similar legal process. Without the prior written consent of the Landlord, or as otherwise required by the applicable ordinances of the City, the Premises shall never be completely closed for business except between the hours of 1:00 a.m. and 7:00 a.m. The Premises shall cease operations between the hours of 1:00 a.m. and 7:00 a.m. (provided, however, this provision on ceasing operation shall not be interpreted to be more restrictive than the present ordinance governing the Premises), or for planned renovations or situations that would be considered "Force Majeure". Notwithstanding anything contained herein to the contrary, the hours of operation of the Café and any other restaurants on the Premises shall be _____ Hours of operation of the Uses will be part of the Operational Plan and the updates thereof.

9. RIGHTS TO THE NAMES "COUNTRY CLUB OF CORAL GABLES" AND "CORAL GABLES COUNTRY CLUB".

Landlord and Tenant recognize that the Premises will be operated as either the "Coral Gables Country Club" or "Country Club of Coral Gables" or some derivation thereof or a different name, all as approved by Landlord in its sole and absolute discretion. Individual areas and rooms within the facility will be identified by separate names as determined by Tenant.

Tenant acknowledges, agrees and will not contest Landlord's right, title, and interest to the name "Country Club of Coral Gables" and "Coral Gables Country Club" and all present and future distinguishing characteristics, improvements and additions to or associated with the name "Country Club of Coral Gables" and "Coral Gables Country Club" by Tenant, and all present and future service marks, trademarks, logos, copyrights, service marks and trademark registrations now or hereafter applied for or granted in connection with the names "Country Club of Coral Gables" or "Coral Gables Country Club" (collectively, "Proprietary Marks"), shall be Landlord's exclusive property and inure to its benefit.

10. PARKING LOT.

The lot on Granada owned by the City ("Parking Lot") shall be deemed part of and added to the Premises for purposes of the Lease for complementary parking for the Premises and all provisions of the Lease shall equally apply to the Parking Lot.

11. OPERATIONAL PLANS, BUDGETS, AND RECORDS.

A. Prior to the Possession Date, and not later than thirty (30) days prior to end of each Year of Operation, Tenant shall prepare and submit to Landlord, a proposed annual plan for the operation of the Premises for the following Year of Operation ("Annual Plan"). Tenant agrees to meet with Landlord to discuss the Annual Plan at the time the Annual Plan is submitted. The Annual Plan shall include, but not be limited to:

1) A budget estimating income and expenses ("Operating Budget"), along with a separate schedule of assumptions (in narrative form) utilized in preparing the Operating Budget. Landlord shall have the right to comment on the Operating Budget. Landlord acknowledges that actual results may vary from those budgeted because of corresponding variations between the aforementioned assumptions and actual conditions. The Operating Budget will represent Tenant's reasonable estimates of revenue and expenditures, and Tenant makes no warranty that the financial results projected in the Operating Budget will be achieved. Periodically throughout the year, Tenant and Landlord shall, if deemed necessary by either party, meet at a mutually agreeable time and place to review and discuss operating results for the period to date in the then occurring Year of Operation and operating plans for the balance of the Year of Operation.

2) A budget of Tenant's recommended repairs, revisions, rebuilding, replacements, substitutions or improvements to the Premises, Building and the Furnishings and Equipment which are of a capital nature, together with a schedule of sources and applications of funds ("Capital Budget"), which shall be subject to the written approval of Landlord prior to the commencement of any such work. The Capital Budget shall require the Premises, Building, Furnishing and Equipment to be refurbished or, as to Furniture and Equipment, replaced as necessary to maintain the Furnishings and Equipment and operate the Premises and its Uses in a first class manner. To the extent Tenant can document to Landlord's reasonable satisfaction that its sources of funds are adequate to pay for the Capital Budget items that are required to be completed before the end of the Year of Operation to which the then current Annual Plan and Capital Budget relates, then Landlord shall not have the right to disapprove any line item of Tenant's Capital Budget (but the foregoing shall not, in any event, be deemed to be a waiver of Landlord's right to approve Tenant's making of improvements to the Building or on the Premises as is otherwise provided herein).

3) A description of the general marketing strategy which Tenant intends to follow (or implement, as the case may be) to optimize both short and long term profitability of the Country Club Operations. Said strategy shall be presented and shall be subject to periodic review and modification at the reasonable discretion of Tenant with the reasonable input of Landlord. It shall be the responsibility of the Tenant to ensure that the marketing strategy is reviewed and approved, at a minimum, annually by both Tenant and Landlord.

4) Any other matter deemed appropriate by Tenant and Landlord.

B. Tenant shall install and maintain suitable accounting systems in accordance with generally accepted accounting principles. Tenant shall keep and maintain, at the Premises, the books of account and all other records relating to the Country Club Operations and the Premises. All such books and records shall be retained for a period of at least ten (10) years, shall be maintained in accordance with the uniform system of accounts and generally accepted accounting principles and shall be available to Landlord and its authorized representatives at all reasonable times upon reasonable prior notice for examination, audit, inspection, and copying or transcription. Furthermore, Tenant shall authorize the certified accounting firm which reviewed such books and records to discuss same with Landlord and provide access to its work papers related thereto. All books of account and records pertaining to the operation of the Premises shall at all times be the property of Tenant. Upon any termination of the Lease, copies of all such books of account and records shall be given to Landlord, without cost, but the originals thereof shall nevertheless

thereafter be available to Landlord at all reasonable times for inspection, audit, examination, and copying or transcription for a period of ten (10) years or the required retention period under then current law, whatever is longer.

1) Within ninety (90) days after the end of each Year of Operation, Tenant shall deliver to Landlord audited Financial Statements for Country Club Operations for such Year of Operation prepared by a reputable firm of certified public accountants selected by Tenant as being prepared in compliance with generally accepted accounting principles. In addition, said certified public accountants shall, for each quarter of each Year of Operation, certify to Landlord the amount of Gross Revenues from the Country Club Operations for each quarter of a respective Year of Operation. In addition, Tenant shall deliver to, meet with and otherwise provide to the Landlord and its consultants the information, materials and access set forth herein.

2) Tenant shall maintain required records and prepare and file all returns and forms related to the reporting, collection and payment of all real estate, sales and use taxes and shall timely make all required payments to the appropriate taxing authorities. Tenant's responsibilities hereunder specifically include the preparation and filing of local, state, or federal income tax returns. Upon request, Tenant shall provide Landlord with copies of all such returns and forms.

3) Tenant shall prepare and maintain all personnel records and payroll systems for employees of Tenant employed at the Premises.

C. All Gross Revenues shall be deposited in the Country Club Operating Account.

Although further set forth in Section 29 herein, Tenant's failure to abide by any of the requirements set forth in this Section shall constitute an Event of Default under the Lease.

12. INTENTIONALLY DELETED.

13. TENANT'S MANAGEMENT TEAM.

Tenant has represented to Landlord that key personnel from TENANT will be directly involved in the renovation, operation and management of the Premises and the Country Club Operations during the Term. Accordingly, Tenant shall provide Landlord, prior to the Effective Date, a list of key personnel who will be working at or spending a substantial amount of time working on matters related to the renovation, operation and management of the Country Club Operations and the Premises ("Key Personnel"). Tenant hereby covenants, not to change any of the Key Personnel without receiving written approval of such change from Landlord.

14. FITNESS AND TENNIS FACILITY OPERATOR.

Tenant shall be required on or before Possession Date to sublease or contract out the operation of the Fitness Center and Tennis Facility to a competent operator, reviewed and approved by Landlord, unless Tenant hires, by said date, staff that has substantial experience in the operation of such facilities.

15. MEMBERSHIP AND USE PROGRAM.

Tenant has proposed and Landlord has preliminarily approved the Membership and Use Program attached hereto as Exhibit E (the "Membership and Use Program"). Notwithstanding anything contained herein to the contrary, Tenant shall be required to provide residents of the City of Coral Gables discounted rates for use of the Premises. Any changes to the Membership and Use Program must be submitted by Tenant to Landlord for Landlord's review and approval.

16. INSURANCE.

From and after the date hereof, and thereafter at all times during the Term of this Lease, and without limiting Tenant's indemnification of the Landlord, Tenant shall provide and maintain minimum insurance set forth in this Section and/or Exhibit F:

Without limiting the Tenant's indemnification of the Landlord, and during the Term of this Lease, Tenant shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and the City Attorney's Office.

Such programs and evidence of insurance shall be satisfactory to the Landlord and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the Landlord. All certificates of insurance or other forms evidencing coverage to the Landlord must be acceptable to the Landlord. The certificate holder should read and all coverage shall be evidenced to:

City of Coral Gables, Risk Management Division
Insurance Compliance
Attn: David Ruiz, Risk Manager
Email: druiz@coralgables.com;
cityofcoralgables@ebix.com
2151 Salzedo Street, 5th Floor
Coral Gables, Florida 33134

The following documents must be provided to Landlord: a certificate of insurance containing the following information: (i) issued to entity contracting with the Landlord; (ii) evidencing the appropriate coverage; (iii) evidencing the required limits of liability required; (iv) evidencing that coverage is currently in force; and (v) language provided in the special provision section of the certificate of insurance affirming that all endorsements required by the Landlord have been endorsed to all of the policies.

Such certificates or other document evidencing all insurance coverage shall be delivered prior to taking possession of the Premises under this Lease, and at a minimum evidence of Commercial General Liability Insurance shall be provided prior to the Landlord executing this Lease, provided that Tenant's failure to provide such evidence to Landlord shall not extend the Rent

Commencement Date. All insurance coverage evidenced to the Landlord shall specifically identify this Lease, and shall contain the express condition that the Landlord is to be given written notice, by receipted delivery, at least thirty (30) days in advance of any cancellation, non-renewal or material change of any insurance policy.

A. The Tenant shall maintain during the Term of this Lease, except as noted, the following insurance:

1. Workers' Compensation and Employers Liability Insurance covering all employees, subcontractors, and/or volunteers of the contractor and/or vendor engaged in the performance of this Lease. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to workers' compensation insurance, with the following limits:

- (i) Workers' Compensation - Coverage A
- (ii) Statutory Limits (State of Florida or Federal Act)
- (iii) Employers' Liability - Coverage B
- (iv) \$1,000,000 Limit - Each Accident
- (v) \$1,000,000 Limit - Disease each Employee
- (vi) \$1,000,000 Limit - Disease Policy Limit

2. Commercial General Liability Insurance written on an occurrence basis including, but not limited to; coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

- (i) Each Occurrence Limit - \$1,000,000
- (ii) Fire Damage Limit (Damage to rented premises) - \$100,000
- (iii) Personal & Advertising Injury Limit - \$1,000,000
- (iv) General Aggregate Limit - \$2,000,000
- (v) Products & Completed Operations Aggregate Limit - \$2,000,000

3. Excess Liability with limits of \$5,000,000 per occurrence, \$10,000,000 in the aggregate. Such coverage must be at least as broad as the underlying Commercial General Liability coverage.

4. Liquor Liability- written on an occurrence basis with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate.

5. Property insurance - for the full value of any betterments or improvements made by the tenant adding the Landlord as a loss payee.

6. Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles, with a combined single limit of liability for bodily injury and property damage of not less than: Combined Single Limit (Each Accident) - \$1,000,000.

7. Comprehensive boiler and machinery and/or equipment breakdown insurance, with a deductible of not more than five thousand dollars (\$5,000) limits of not less than \$1,000,000;

and such coverage shall include coverage for business interruption in an amount sufficient to reimburse Tenant for a minimum of one year's income on an actual loss sustained basis for direct or indirect loss, including overhead power lines.

8. Business Interruption covering loss of income as a result of damage to its premises by a covered cause of loss causes a slowdown or suspension of its operations. Coverage shall apply to loss suffered during the reasonable time required to repair or replace the damaged property. It may also be extended to apply to loss suffered after completion of repairs for a specified number of days. Such coverage shall also include extra expense coverage.

9. Garage Liability Insurance (should tenant operate valet parking) covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

10. Garage Keepers Liability (should tenant operate valet parking) with limits of no less than \$150,000 per vehicle, \$500,000 in the aggregate.

11. Crime Insurance covering the tenant's monetary property committed by acts of employee dishonesty; forgery or alteration; theft, disappearance and destruction; premises theft and outside robbery; computer fraud; robbery and safe burglary; money and securities; and securities deposited with others. Such coverage shall be written on a Contract Blanket Basis, in an amount no less than \$1,000,000 per loss with a deductible of no less than \$25,000.

All liability policies shall name the Landlord as an additional insured on a primary and noncontributory basis.

All applicable property insurance coverage policies shall name the Landlord as a loss payee.

All liability insurance policies and workers compensation shall contain a waiver of subrogation endorsement in favor of the Landlord.

All insurance policies evidenced to the Landlord shall contain provisions and/or be endorsed so that the Landlord will receive written notice, by receipted delivery, at least thirty (30) days in advance of any cancellation, non-renewal or material change of any insurance policy that has evidenced to the Landlord. The Landlord will accept the State of Florida statutory notice provisions (including 10 day notice for cancellation due to non-payment of premium) provided such notice is provided to the Landlord in the same manner it is provided to the first named insured, the Tenant.

The standard cancellation language on a certificate of insurance does not meet this requirement.

Notices of cancellation, non-renewal or material change must be provided to the following address:

CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. Box 100085 - CE
Duluth, GA 30096

Said policies shall contain a "severability of interest or "cross liability" clause without obligation for premium payment of the Landlord. The Landlord reserves the right to request a copy of the required policies directly from their insurance representative for review at any time.

Failure on the part of the Tenant to obtain and maintain all required insurance coverage is a material breach upon which the Landlord may, in its sole discretion, immediately terminate this Lease or obtain such insurance on behalf of Tenant and charge the cost therefor to Tenant, along with a twenty percent (20%) administration fee as additional Rent. Tenant agrees to pay as Rent any increase in Landlord's insurance premiums, resulting from Tenant's activities, whether or not Landlord has consented to such activity.

If Landlord's insurance premiums for any separate insurance carried by Landlord exceed the standard premium rates for similar property because the nature of Tenant's operation results in extra hazardous exposure, then Tenant shall reimburse Landlord, immediately upon receipt of appropriate invoices from Landlord, for such increase in premiums. It is understood and agreed between the parties hereto that any such increase in premiums shall be considered as rent due and shall be included in any lien for Rent.

B. Tenant's contractors and subcontractors shall provide evidence of insurance, and Tenant shall include or cause to be included in each contract for work to be performed at the Premises on behalf of Tenant the following insurance requirements:

(a) Installation, floater or builder risk-completed value fire and extended coverage form covering damage to the construction and improvements to be made by Tenant in amounts at least equal to the estimated complete cost of the construction and improvements with one hundred percent (100%) coinsurance protection. Landlord and Tenant shall be named as an additional insured and loss payee.

(b) Commercial General Liability insurance with broad form endorsement or equivalent, product liability, contractual liability, personal and advertising injury, severability of interests with cross liability provision, and personal injury and property damage liability with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate, and with a deductible not to exceed Five Thousand Dollars (\$5,000.00). Said policy or policies shall name the Tenant and Landlord as an additional insured on a primary and non-contributory basis and shall reflect the hold harmless provisions contained herein.

(c) Worker's Compensation Insurance for all employees of Contractor including statutory limits for employer's liability insurance contained in Florida Statutes Section 440.

(d) Automobile Liability insurance covering all owned, non-owned and hired vehicles with a Combined Single Limit of no less than one million per occurrence. If vehicles are not owned or leased (long term) by the Contractor, then only hired and non-owned coverage applies.

Evidence of insurance of all contractors and subcontractors working under this Lease shall be maintained and kept for a period of time no less than the applicable statute of limitations and/or statute of repose for any claim that could be brought against Tenant and/or Landlord and/or for any claim that could be made against the contractor as a result of the work performed. These records must be made available to the Landlord upon request. Evidence of insurance shall include a certificate of insurance and copies of all applicable endorsements evidencing the required coverage. The certificate of insurance alone does not evidence insurance adequately. This includes, but is not limited to, endorsements evidencing additional insured status on a primary and noncontributory basis, waivers of subrogation, and endorsements amending the standard cancellation clause. The obligations set forth in this paragraph shall survive expiration or earlier termination of this Lease.

Tenant and its contractors and/or subcontractors shall comply with Florida Statutes Section 255.05, as applicable.

Tenant shall pay, as part of the Maintenance and Operating Expenses, Landlord's cost to insure (i) the building structure (but not Tenant's improvements, furniture, fixtures, inventory or personal property, which remain Tenant's obligation to insure) for all risk coverage including windstorm, (ii) Commercial General Liability Insurance covering the common areas and shared facilities of the property, and (iii) any deductible required to be paid with regard to Landlord's policies.

17. GOVERNMENTAL AND OTHER REQUIREMENTS.

A. Tenant shall not commit any waste or nuisance; nor permit the emission of any objectionable noise or odor, nor permit or allow the existence of mold or similar growth in the Building, nor burn any trash or refuse within the Premises; nor make any use of the Premises or any part thereof or equipment therein which is improper, offensive, a nuisance or contrary to law.

B. Tenant shall promptly comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal or other governmental authorities or bodies having or exercising jurisdiction over the Premises (or any part thereof) and/or the use, occupation or operation thereof by Tenant (collectively, "Governmental Authorities"), of every nature and kind, whether any of the same relate to or require (i) structural repair, replacement or changes to or in and about the Building or in about the Premises; or (ii) changes or requirements incident to or as the result of any use or occupation thereof otherwise, including, without limitation, the Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210011213 and 47 USC Sections 225 and 611 including Title I, Employment; Title II, Public Service; Title III, Public Accommodations and Services Operated by Private Entities; Title IV,

Telecommunications; and Title V, Miscellaneous Provisions; the Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes; the Rehabilitation Act of 1973, 29 USC Section 794; the Federal Transit Act, as amended 49 USC Section 1612; and the Fair Housing Act as amended 42 USC Section 36013631; and Tenant shall so perform and comply, whether or not such laws, ordinances, orders, rules, regulations or requirements shall now exist or shall hereafter be enacted or promulgated and whether or not the same may be said to be within the present contemplation of the parties hereto. Notwithstanding the foregoing, however, Tenant reserves the right to contest, in good faith and with due diligence, any such law, ordinance, order, rule, regulation or requirement of a Governmental Authority and so long as the same is so contested in good faith and with due diligence, Tenant may defer compliance therewith, but only to the extent such contest does not subject Landlord to potential civil or criminal penalties or prevent Tenant from performing any of its other obligations or covenants under the Lease.

C. Tenant agrees to give Landlord notice of any law, ordinance, rule regulation, requirement, inquiry or audit which is enacted, passed, promulgated, made, issued or adopted by any of the Governmental Authorities affecting the Premises or Tenant's use or operation thereof received by Tenant, or a copy of which is posted on, or fastened or attached to the Building or otherwise brought to the attention of Tenant, by mailing within ten (10) days after such service, receipt, posting, fastening or attaching or after the same otherwise comes to the attention of Tenant, a copy of each and every one thereof to Landlord. At the same time, Tenant will inform Landlord as to the work or steps which Tenant proposes to do or take in order to comply therewith or respond thereto. Notwithstanding the foregoing, however, if such work or step would require any alterations which would reduce the value of the Building or change the general character or design of the Building or other improvements thereon, and if Tenant does not desire to contest the same, Tenant shall, if Landlord so requests, defer compliance therewith in order that Landlord may, if Landlord wishes, contest or seek modification of or other relief with respect to such requirements, but nothing herein shall relieve Tenant of the duty and obligation, at Tenant's expense, to comply with such requirements, or such requirements as modified whenever Landlord shall so direct.

D. Tenant shall indemnify and save harmless Landlord and its employees, representatives and agents from and against (a) any and all claims arising from (i) the conduct of the Country Club Operations in or management or condition of the Premises, (ii) any work or thing whatsoever done, or any condition created in or about the Premises during the Term hereof or during the period of time, if any, prior to the commencement date that Tenant may have been given access to the Premises pursuant to the Lease or otherwise, or (iii) any negligent or otherwise wrongful act or omission of Tenant or any of their agents or licensees or their employees, sub lessees or operators, agents or contractors, and (b) all costs, expenses and liabilities incurred, including reasonable attorney's fees (at both trial and appellate levels), in or in connection with each such claim, action or proceeding brought thereon. In case any action or proceeding shall be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord, shall resist and defend such action or proceeding, at Tenant's cost, by counsel chosen by Tenant who shall be reasonably satisfactory to Landlord.

18. RELATIONSHIP OF PARTIES.

Nothing herein contained to the contrary shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the computation of Rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relations between Landlord and Tenant other than the relationship of landlord and tenant. Notwithstanding the fact that the City is the Landlord under this Lease and that there exists a landlord/tenant relationship between Landlord and Tenant, Tenant acknowledges and agrees that this Lease does not grant Tenant any rights or create any exceptions to its obligation to comply with and meet the requirements of all the City's ordinances, resolutions and codes, and that the landlord/tenant relationship shall have no effect upon the jurisdiction and governing rights of the City over the Premises and Tenant shall be required to fulfill and comply with all applicable laws, rules and regulations, ordinances and resolutions of the City as though no such landlord/tenant relationship existed, including, without limitation, all requirements of the City's Building and Zoning Department or other pertinent City agencies.

19. PUBLIC CHARGES MAINTENANCE AND REPAIR EXPENSES.

A. Covenants for Payment of Public Charges by Tenant.

Tenant, in addition to the Rent and all other payments due to Landlord hereunder, covenants and agrees to timely pay and discharge (including payment by installment, if allowed), before any fine, penalty, interest or cost may be added, all real and personal property taxes, all ad valorem real property taxes, all taxes on Rents payable hereunder and under subleases, public assessments and other public charges including but not limited to electric, water and sewer rents, rates and charges (all such taxes, public assessments and other public charges being hereinafter referred to as "Public Charges") levied, assessed or imposed by any public authority against the Premises or Tenant, including all Country Club Operations thereon in the same manner and to the same extent as if the same, were owned in fee simple by Tenant. All such charges shall be prorated if the Lease is not executed at the beginning of the calendar year. Tenant, upon written request, shall furnish or cause to be furnished, to Landlord, official receipts of the appropriate taxing authority, or other proof satisfactory to Landlord evidencing the payment of any Public Charges, which were delinquent or payable with penalty thirty (30) days or more prior to the date of such request.

While the Premises, as a result of the Lease to Tenant, will be subject to ad valorem taxes, which Tenant is required to pay hereunder, if, in the future, the Premises are not subject to ad valorem taxes (or to a tax imposed in lieu of or replacing an ad valorem tax) due to legal or judicial action or otherwise, then Tenant shall, each year during the term of the Lease, make payments to Landlord, in lieu of ad valorem taxes, in an amount estimated to be, in the best judgment of the parties, the equivalent of what the ad valorem taxes would have been on the Premises for such year if they had been imposed. Any dispute as to such number shall be resolved by arbitration. Payment in lieu of ad valorem tax shall be made on the first day of April of each succeeding year.

Tenant shall have the right to contest the amount or validity, in whole or in part, of any Public Charges, for which Tenant is or is claimed to be liable, by appropriate proceedings diligently conducted in good faith but only after payment of such Public Charges, provided, however, that Tenant may postpone or defer payment of such Public Charges if:

(i) Applicable law allows deferment and the Premises would by reason of such postponement or deferment be in danger of being forfeited or lost; or

(ii) Tenant shall have deposited, with a recognized financial institution, security in the amount so contested and unpaid, together with all interest and penalties in connection therewith and all charges that may or might be assessed against or become a charge on the Premises in such proceedings.

Upon the termination of any such proceedings, Tenant shall pay the amount of such Public Charges or part thereof, if any, as finally determined in such proceedings, together with any costs, fees, including counsel fees, interest, penalties and any other liability in connection therewith.

Landlord, shall not be required to join in any proceedings referred to in this Section unless: (a) the provisions of any law, rule or regulation at the time in effect shall require that such proceedings be brought by or in the name of Landlord, or (b) the proceeding involves the assessment or attempted assessment of a real estate or ad valorem tax on the Premises, in which event Landlord shall join in such proceedings or permit the same to be brought in Landlord's name. Except for any counsel it retains separately, Landlord shall not be subjected to any liability for the payment of any fees, including counsel fees, costs and expenses in connection with such proceedings and Tenant agrees to pay such fees, including reasonable counsel fees, costs and expenses or, on demand, to make reimbursement to Landlord for such payment.

B. Maintenance and Repair.

Tenant, at its sole cost and expense, during the Term (and/or renewals thereof), shall be responsible for the installation, operation and maintenance expenses of the Premises, including, without limitation, the cost of all roof and HVAC maintenance and replacement, heating, electricity, water, garbage, trash hauling and removal, gas and waste removal, other utility expenses, janitorial service, pest control and insurance and repair, maintenance and replacement of the interior of the Premises, including, without limitation, all walls, plumbing, electricity, fixtures and all other appliances and equipment of every kind and nature and any mechanical systems within the Premises. In addition, Tenant shall be required to obtain and maintain, at Tenant's expense, an up-to-date HVAC service agreement with a contractor acceptable to Landlord and provide a copy to the Landlord annually.

Without the prior written consent of the Landlord, the Tenant shall make no alterations, additions or improvements of a structural nature in or to the Premises. All additions, fixtures, carpets, and improvements shall be and remain a part of the Premises at the expiration or earlier termination of this Lease. Notwithstanding the foregoing, Tenant shall make no changes to the Premises that would change or affect the historic nature or condition without the Landlord's written consent which may be withheld at the Landlord's sole discretion.

It will be the responsibility of the Tenant, at Tenant's sole cost and expense, to secure and renew all necessary licenses and certificates, to pay for, keep, maintain, and comply with all warranties, maintenance contracts and agreements pertaining to the maintenance, repair and replacement of all Furnishings, Equipment and capital items (such as the roof) and to keep and maintain the Premises (including without limitation the Furnishings and Equipment) throughout the Term of the Lease, in good order, repair and condition including, without limitation, making necessary repairs, replacements, improvements, and substitutions so that (i) the Premises will be operated in compliance with the applicable provisions of the Lease and (ii) the Country Club Operations and Uses will be managed, operated and performed by Tenant, in a first class manner consistent with the quality and service provided in other first class facilities in Miami Dade County, including but not limited to the Biltmore Hotel, Hyatt Regency Coral Gables, the Lowes Coral Gables Hotel at the Plaza and the Hotel Colonnade.

On an annual basis, Landlord shall have the right to inspect the Premises to verify that Tenant's maintenance and repair obligations set forth in this Lease have been satisfied. In the event that Landlord discovers that Tenant has failed to maintain or repair the Premises in accordance with this Lease, Landlord shall send Tenant written notice detailing Tenant's failure to maintain and/or repair the Premises. Tenant shall have a period of thirty (30) days from receipt of Landlord's notice to rectify the failure(s) set forth in Landlord's notice to Landlord's reasonable satisfaction.

20. MECHANICS' LIENS.

Tenant shall keep the Premises and all parts thereof at all times free of mechanics' liens and any other lien for labor, services, supplies, equipment or material purchased or procured, directly or indirectly, by or for Tenant. Tenant further agrees that Tenant will promptly pay and satisfy all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and will indemnify Landlord against all expenses, costs and charges, including bond premiums for release of liens and attorneys' fees and costs reasonably incurred in and about the defense of any suit in discharging the Premises, or any part thereof from any liens, judgments, or encumbrances caused or suffered by Tenant. In the event any such lien shall be made or filed, Tenant shall bond against or discharge the same within ten (10) days after the same has been made or filed. It is understood and agreed between the parties hereto that the expenses, costs and charges above referred to shall be considered as Rent due and shall be included in any lien for Rent.

The Tenant shall not have any authority to create any liens for, labor or material on the Landlord's interest in the Premises and all persons contracting with the Tenant for the construction or removal of any facilities or other improvements on or about the Premises, and all materialmen, contractors, mechanics, suppliers and laborers are hereby charged with notice that they must look only to the Tenant and to the Tenant's interests in the Premises to secure the payment of any bill for work done, material furnished or equipment installed at the request or instruction of Tenant regardless whether Landlord has approved or consented to such work or improvements, and Tenant hereby agrees to notify such persons or entities in writing of the provisions hereof prior to the commencement of any such work or improvements. Landlord and Tenant further agree to execute, acknowledge and record in the Public Records of Miami-Dade County, Florida, a notice pursuant to Section 713.10, Florida Statutes.

21. LOSS; DAMAGE.

Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, gas, electricity, water, rain or leaks or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by dampness, mold, humidity or by any other cause or nature whatsoever, nor shall Landlord or its agents be liable for any such damage caused by other tenants or persons in the Premises or caused by construction of any private, public or quasi-public work; nor shall Landlord be liable for any latent defect in the Premises. Tenant shall give immediate notice to Landlord in case of fire or accidents in the Premises or of defeats therein or in any fixtures or equipment located therein. Landlord shall not be responsible or liable for the theft, loss or damage to person or property in, on or about the Premises.

22. ESTOPPEL STATEMENT.

Tenant agrees that from time to time, upon not less than ten (10) days' prior request by Landlord, Tenant will deliver to Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the rent and other charges have been paid; (c) that Landlord is not in default under any provisions of this Lease, or, if in default, the nature thereof in detail; and (d) other matters reasonably requested by Landlord. Failure to provide such estoppel statement as required shall be a material default of this Lease.

23. SUBORDINATION OF LEASE; ATTORNMENT; NON-DISTURBANCE.

This Lease is subject and subordinate to any and all mortgages now or hereafter encumbering the Premises, and to any renewals, extensions and/or modifications thereof, and in the event Landlord's interest in the Premises is transferred by reason of foreclosure or other proceeding for enforcement of any such mortgage, Tenant agrees to attorn to and recognize the rights of the transferee of Landlord's interest in the Premises as if such transferee were the Landlord under this Lease. This provision shall be self-operative without the execution of any further instruments. Notwithstanding the foregoing, however, Tenant hereby agrees to execute any instrument(s) which Landlord may deem desirable to further evidence such attornment the subordination of this Lease to any and all such mortgages. At the option of the holder of any such mortgage, upon written notice to Tenant, Tenant will simultaneously give to such holder a copy of any and all notices to Landlord and such holder shall have the right (but not the obligation) to cure or remedy any default of Landlord during the period that is permitted to Landlord hereunder plus an additional thirty (30) days, and Tenant will accept such curative or remedial action (if any) taken by Landlord's mortgagee with the same effect as if such action had been taken by Landlord. Tenant further agrees to execute any reasonable modification(s) of this Lease requested by any mortgagee.

24. ASSIGNMENT.

Except for any subleases or occupancy agreements which are specifically allowed by the Lease, Tenant shall not, directly or indirectly, assign, transfer, mortgage, sublease, pledge or

otherwise encumber or dispose of its interest in the Lease or sublet the Premises or any part thereof or permit the Premises to be occupied by other persons.

25. HAZARDOUS AND TOXIC SUBSTANCES.

Tenant hereby covenants with Landlord and represents and warrants to Landlord as follows:

A. Tenant, at its sole cost and expense, will strictly comply with any and all applicable federal, state and local environmental laws, rules, regulations, permits and orders affecting the Premises and/or the Country Club Operations conducted in or on the Premises, relating to the generation, recycling, reuse, sale, storage handling, transport or presence of any "Hazardous Materials" (as hereinafter defined) hereafter brought in or on the Premises whether now in effect or as may be promulgated or amended from time to time (collectively, the "Environmental Laws"). Tenant will not permit or allow the generation, manufacture, recycling, reuse, sale, storage, handling, transport or presence of any Hazardous Materials on, under or in the Premises without owner's express prior written consent, which consent Landlord may withhold in its sole discretion. As used in this Article, the term "Hazardous Material(s)" shall mean any substances defined as or included in the definition of "hazardous substance", "hazardous wastes", "hazardous materials", "toxic substances", "contaminants" or other pollution under any applicable Environmental Laws. Notwithstanding anything to the contrary contained herein, Landlord's consent to any action by Tenant shall not operate to relieve Tenant of the obligation to comply with all of the provisions of this Section. Tenant will not permit or allow, and will take all actions necessary to avoid, the occurrence of any spills of Hazardous Materials on or off the Premises as a result of any construction on, or use of, the Premises. Tenants shall promptly advise Landlord in writing immediately upon becoming aware of (i) the existence of any spills, releases or discharges of Hazardous Materials that occur on or in the Premises or off the Premises and of any existing or threatened violation of this Section; (ii) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened by any governmental authority with respect to the Premises from time to time under any applicable Environmental Laws; (iii) any and all claims made or threatened by any non-governmental party against Tenant or the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from and Hazardous Materials or any violation of applicable Environmental Laws; and (iv) Tenant's discovery of any occurrence or condition on any real property adjoining or in the immediate vicinity of the Premises that could cause the Premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Premises under the Environmental Laws.

B. Without Landlord's prior written consent, Tenant shall not enter into any settlement, consent or compromise with respect to any "Environmental Claim(s)" (as hereinafter defined); provided, however, that Landlord's prior consent shall not be necessary for Tenant to take any remedial action if ordered by a court of competent jurisdiction or if the presence of Hazardous Materials at the Premises poses any immediate, significant threat to the health, safety or welfare of any individual or otherwise requires an immediate remedial response. As used in this Section, "Environmental Claim(s)" shall mean any claim(s) or cause(s) of action resulting from the failure of Tenant (or the Premises) to comply with any Environmental Law relating to

Hazardous Materials, industrial hygiene or environmental conditions. In any event, Tenant shall promptly notify Landlord of any action so taken.

C. At all times during the term of the Lease (and any renewals or extensions hereof), Tenant, at its sole cost and expense, shall comply with any and all applicable laws, regulations, ordinances, permits and orders regulating the type and quantity of waste that may hereafter be discharged into the sanitary sewer system serving the Premises, including, but not limited to, all rules, regulations, permits and orders of any governmental agency or authority having jurisdiction, or its successor. Tenant agrees to limit its discharges of waste into the sanitary sewer system to "Domestic Water Waste", as such term is defined by Florida law, as amended from time to time, or as the term may be defined by other laws, regulations, ordinances, permits or orders presently in effect of hereafter enacted, as such laws, regulations, ordinances, permits or orders may be amended from time to time. In no event, however, shall Domestic Waste Water be construed to mean or include any "Non-Domestic Waste Water" that has undergone "Pretreatment", as the latter term is defined in Florida Law or as defined by other laws, regulations, ordinances, permits or orders presently in effect or hereafter enacted, as such laws, regulations, ordinances, permits or orders may be amended from time to time.

D. Tenant agrees that Landlord and Landlord's agents and independent contractors may enter and inspect the Premises at any time, and from time to time, to verify that Tenant's operations in the Premises do not violate any of the provisions of this Section and that they comply with any and all applicable Environmental Laws. At Landlord's option, Landlord may obtain, from time to time, reports from licensed professional engineers or other environmental scientists with experience in environmental investigations and may require Tenant to permit such licensed professional engineers or other environmental scientists to conduct complete and thorough on-site inspections of the Premises, including, without limitation, sampling and analysis of the soil surface water, groundwater and air, to determine whether Tenant is in compliance with the provisions of this Section and all Environmental Laws. Tenant and its agents shall cooperate with Landlord and its agents in connection with the conduct of such investigations. In the event such investigations disclose that Tenant is in default under this Section, Tenant shall, immediately upon demand, reimburse Landlord for all costs and expenses of such investigations; moreover, Landlord may, at its option, undertake such steps as it deems necessary to cure such default and to bring the Premises into compliance with the terms of this Section, and Tenant shall, immediately upon demand, reimburse Landlord, as Rent, for all reasonable costs and expenses incurred in curing such default and bringing the Premises into compliance with the terms of this Section.

E. Tenant hereby indemnifies and holds Landlord harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings, costs and expenses (including, without limitation, reasonable attorney's fees and costs at trial and all appellate levels), arising directly or indirectly from, or in any way connected with: (i) the presence, or use, generation, treatment or storage on, under or about the Premises for any Hazardous Materials on the Premises or the disposal or release of Hazardous Materials on or off the Premises whether or not expressly approved by Landlord in writing, (ii) the presence of any hazardous Materials on or about the Premises, whether or not expressly approved by Landlord in writing, (iii) the presence of any Hazardous Materials off the Premises as the result of any use of the Premises, (iv) any violation or alleged violation of any Environmental Laws, and regulations promulgated thereunder, as the same may be amended from time to time, (v) the costs of any

necessary inspection, audit, cleanup or detoxification of the Premises under any Environmental Laws, and the preparation and implementation of any closure, remedial or other required plans, consent orders, license applications or the like, or (vi) any default by Tenant under this Section. All sums paid and costs incurred by Landlord hereunder shall be Rent and shall be due and payable by Tenant immediately upon demand.

F. The provisions of Section 25 shall apply only to Tenant's obligations and liability arising from conduct, actions, inactions or events which occur after the Effective Date. Any violation of Environmental laws which occur on the Premises prior to the Effective Date shall not be the responsibility of Tenant to remove, mitigate or pay the cost of removal thereof.

26. INDEMNITY, HOLD HARMLESS OF LANDLORD.

In consideration of the Premises being leased to Tenant, Tenant agrees that Tenant, at all times, will indemnify, defend and hold harmless Landlord (with counsel acceptable to Landlord) from all claims, demands, fines, suits, actions, proceedings, order, decrees and judgments of any kind or nature by, or in favor of, anyone whomsoever, and against and from any and all costs, damages and expenses, losses, liabilities, including, without limitations, attorney's fees and court costs (and at trial and all other levels) resulting from, or in connection with, loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of, or from, or on account of, any accident or other occurrence in, upon, at or from the Premises, or occasioned in whole or in part through the use and occupancy of the Premises or any improvements therein or appurtenances thereto, or by any act or omission of Tenant, or its employees, agents, contractors, invitees, guests or patrons, in, upon, at or from the Premises or its appurtenances. Landlord shall not be liable to Tenant for any damages, losses or injuries to the employees, agents, contractors, invitees, guests or patrons of Tenant or property of Tenant which may be caused by the acts, neglect, omissions or faults of any persons or entities. All Furnishings and Equipment and other personal property placed or moved into the Premises shall be at the risk of Tenant or the owner thereof, and Landlord shall not be liable to Tenant for any damage to said personal property. Tenant hereby waives any rights of subrogation against Landlord for any injury or damage to persons or property.

In case Landlord shall be made a party to any litigation commenced against Tenant, then Tenant shall protect and hold Landlord harmless (with counsel acceptable to Landlord) and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation and any appeal thereof.

The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

- A. Damages awarded to any person or party.
- B. Attorney's fees and costs incurred in defending such claims. Landlord may use the attorney or law firm of its choice in which event Tenant will pay such firm the fees it charges Landlord. If the City Attorney's Office provides the defense, Tenant will reimburse the Landlord at the prevailing market rate for similar legal services.
- C. Attorney's fees and cost of any party that a court orders Landlord to pay.

D. Lost time that results from Landlord or its officials or employees responding to discovery or testifying by deposition or in court. in this regard, for any time the Landlord spends in responding to document requests or public records requests relating to such claims whether from Tenant or any other party, Tenant will reimburse Landlord \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, Tenant will reimburse Landlord on a per hour basis as follows:

For the Mayor or City Commissioner.	\$300.00/hour
For the City Manager:	\$250.00/hour
For an Asst City Manager or Department Director:	\$250.00/hour
For an Asst Department Director:	\$100.00/hour
For City Attorney:	Prevailing market rates
For other employees:	\$50.00/hour

E. In addition, Tenant recognizes that Landlord will expect that its City Attorney's Office will monitor such claims; review pleadings, orders, memorandums and motions; oversee such discovery; and independently or jointly prepare such witnesses and attend such depositions for which Tenant will reimburse Landlord at prevailing market rates. For any documents so produced Tenant shall reimburse Landlord \$.15 per single sided page and \$.20 per double sided page.

F. The expenses incurred by Landlord in complying with any administrative or court order that may arise from such claims.

G. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and

H. Any other direct or indirect expense that Landlord would not have occurred but for a claim that arises out of this use agreement.

Notwithstanding anything to the contrary contained in this Section, Tenant shall have no obligation to indemnify or hold Landlord harmless for any claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments or damages resulting solely from the gross negligence, fraud, or willful misconduct of Landlord or its employees, agents or contractors.

27. CASUALTY.

If any improvements on the Premises shall be destroyed or damaged in whole or in part during the Term (i) as a result of fire or other casualty not covered under the hazard insurance required to be maintained by Tenant pursuant to the Lease, or (ii) as a result of the gross negligence or willful misconduct of Tenant or any person occupying the Premises under Tenant, or (iii) if more than thirty percent (30%) of the Building should be destroyed or damaged as a result of fire or other casualty not covered under the hazard insurance required to be maintained by Tenant pursuant to this Lease, then Landlord shall have the options (exercisable within one-hundred and

eighty (180) days from the date of such damage or destruction) (a) of terminating the Lease in the events described in subsections (i) and (ii) immediately above and (b) of not rebuilding the Building and terminating the Lease in the event described in subsection (iii) immediately above. If Landlord elects to repair, rebuild, restore or reconstruct the Building it shall only be obligated to do so to the extent of the insurance proceeds available therefore. In the event that Landlord does not elect to terminate the Lease, then Tenant shall at its own expense promptly repair, restore, or reconstruct that portion of the Building that constitutes the Premises including, without limitation, all interior walls, ceilings, and flooring. Tenant shall have the right to use for such purposes the proceeds of any hazard insurance policy(ies) maintained by Tenant for the Premises, however, Tenant shall be responsible for any amounts not covered by Tenant's insurance policy or policies. If Tenant fails, within thirty (30) days following written notice from Landlord, to commence such repair, restoration or reconstruction or fails thereafter diligently to prosecute the same to completion, then upon written notice to Tenant, Landlord shall have the right (but not the obligation) to assume full and exclusive control of Tenant's insurance proceeds and cause such repair, restoration or reconstruction to be done; provided, however that Tenant shall have such additional reasonable time as is necessary in order to coordinate its reconstruction efforts with any reconstruction being or to be done by Landlord. Tenant hereby expressly authorizes Landlord to enter the Premises for such purposes and Tenant agrees that such entry by Landlord shall have no other legal consequences. If the damage or destruction resulted from the gross negligence or willful misconduct of Tenant or any person occupying the Premises under Tenant, then all costs and expenses incurred in accomplishing repairs, restoration or reconstruction in excess of the insurance proceeds available therefore (if any) shall be paid by Tenant, and if Landlord shall advance any sums for such excess costs and expenses, then Tenant shall repay and reimburse Landlord therefore promptly upon demand and said sums shall be considered as additional Rent due and shall be included in any lien for Rent. Except in the event of the gross negligence or willful misconduct of Tenant or any person occupying the Premises under Tenant, the Rent under the Lease shall abate during any such period of repair, restoration or reconstruction to the Building, undertaken by Landlord, and Tenant shall have no right to cancel or terminate the Lease as a result of such damage or destruction. Nevertheless, to the extent that any of the above-described property damage is covered by valid, collected insurance, the Landlord hereby waives any subrogation rights against the Tenant, and the Tenant likewise hereby waives any subrogation rights against the Landlord.

28. CONDEMNATION.

A. Entire Project Taken by Condemnation.

In the event that the Premises (or such portion thereof as shall, in the opinion of Landlord, render it economically unfeasible to effect restoration thereof) shall either: (i) be taken for any public use or purpose by the exercise of the power of eminent domain, or (ii) be conveyed by Landlord to avoid proceedings of such taking, the Rent and money to be treated as additional Rent pursuant to the Lease and the Public Charges shall be prorated and paid by the Tenant to the date of such taking or conveyance and the Lease shall terminate and become null and void as of the date of such taking or conveyance or final decision, as the case may be and the award or awards or damages shall be paid to Landlord; provided, however, if the City is the condemning authority, Tenant shall be paid, from such award, an amount equal to the lesser of the amount of the award or the unamortized portion of Tenant's Initial Capital Investment.

B. Partial Taking of Project by Condemnation.

1) In the event that less than all of the Premises shall be taken for any public use or purpose by the exercise of the power of eminent domain, or shall be conveyed by Landlord to avoid proceedings of such taking, and Landlord shall be of the good faith opinion that it is economically feasible to effect restoration thereof then this Lease and all the covenants, conditions and provisions hereunder shall be and remain in full force and effect as to all of the Premises not so taken or conveyed; Tenant shall, to the extent condemnation proceeds are made available to it pursuant to the terms thereof, remodel, repair and restore the Premises so that they will be comparable to the Premises prior to the condemnation taking into consideration the fact of the condemnation; provided, however, that in so doing Tenant shall not be required to expend more than the amount of any such award actually received by Tenant less all costs and expenses (including reasonable attorneys' fees) incurred in the collection of same.

C. Adjustment of Rent Upon Partial Taking.

In the event a part of the Premises, if any, shall be taken for any public use or purpose by the exercise of the power of eminent domain, or shall be conveyed by Landlord to avoid proceedings of such taking, then Rent and money to be treated as additional rental pursuant to the Lease and the Public Charges in respect of such part of the Premises so taken shall be paid by Tenant to the date of such taking or conveyance and after such date the Base Rent for the remainder of the Premises shall be reduced by such an amount as may be, in good faith, agreed upon in writing by the parties hereto or as otherwise determined by arbitration hereunder.

D. Payment of Fees and Costs.

All fees and costs incurred in connection with any condemnation proceeding described herein shall be paid in accordance with the law governing same, as determined by the court or by arbitration, if appropriate.

E. The Landlord, in its capacity as a municipal corporation, agrees not to exercise its power of eminent domain to authorize another public use similar to or someone to replace Tenant in a public use similar to that set forth in the Lease.

29. DEFAULT.

A. If any one or more of the following events (herein sometimes called "default" or "Event of Default") shall happen:

1) if default shall be made in the payment of any Rent or other charges herein reserved upon the date the same become due and payable and such default continues for a period of ten (10) days after such amount becomes due and payable; or

2) if default shall be made by Tenant in the performance of, or compliance with, any of the covenants, agreements, or terms or conditions contained in this Lease or default be made by Tenant in compliance or non-compliance with any and all municipal or county ordinances, resolutions or codes and all state and federal statutes, rules and regulations now in force or which may hereafter be in force, and such default is not cured by Tenant within ten (10)

days of such default; provided, however, that if Tenant is unable to cure such default within such ten (10) day period and such default results solely from the failure to obtain a building permit after diligent effort and such need for a building permit is not the result of any actions of Tenant, then, and in that event, Tenant shall have such additional reasonable time as is necessary; or

3) if Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other debtor's relief statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or an assignment for the benefit of creditors or of all or any substantial part of Tenant's properties or of the Premises; or

4) if within ninety (90) days after commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other debtor's relief statute or law, such proceeding shall not have been dismissed, or stayed on appeal, or if, within ninety (90) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of all or any substantial part of Tenant's properties or of the Premises, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within ninety (90) days after the expiration of any such stay such appointment shall not have been vacated; or

5) if the Premises or any portion thereof or contents thereon or in the Building shall be seized under any levy, execution, attachment or other process of court and the same shall not be promptly vacated or stayed on appeal or otherwise, or if the Tenant's interest in the Premises is sold by judicial sale and the sale is not promptly vacated or stayed on appeal or otherwise; or

6) If Tenant:

a. fails to take possession and open for business in accordance with the provisions of Section 4, or

b. should vacate, abandon, or desert the Premises, or

c. ceases the continual operation of the Country Club Operations or any Use therein in violation of the terms and provisions hereof.

Then, Landlord may, at its option: (i) terminate the Lease and retake possession, (ii) terminate the Lease and immediately recover from Tenant (a) all amounts past due and owing hereunder as of the Event of Default date, (b) the costs of repossession of the Premises and reletting the same (including reasonable attorney's fees and costs related thereto), and, in addition thereto, (c) as liquidated damages the amounts set forth below in lieu of all damages following the Event of Default date (it being agreed that it would be impractical or extremely difficult to fix actual damages, that the following amounts constitute a good faith reasonable estimate of the damages which might be suffered by the Landlord upon the occurrence of Tenant's Event of Default, and that such amounts are intended not as a penalty, but as a full and final agreed upon liquidated

damages), the liquidated damages amounts shall equal the funds held in escrow at the time Landlord declares a default or otherwise, (iii) take possession of the Premises without terminating the Lease to relet the Premises for the balance of the Term, or part thereof, for the account of Tenant, (iv) for an Event of Default of any non-monetary term of the Lease, Landlord may cure the default and charge Tenant as Rent the cost to cure such default along with a twenty percent (20%) administrative fee, or (v) pursue any other remedy afforded by law or equity, provided that such default and all other defaults at the time existing have not been fully cured, and all expenses and costs incurred by the Landlord, including reasonable attorneys' fees and court costs, at trial and all appellate levels, in connection with enforcing this Lease, shall not have been fully paid.

All Rent not paid on the date of termination shall accrue interest at the highest rate allowed by law until paid ("Default Rate). Any such termination shall apply to any extension or renewal of the Term herein demised, and to any right or option on the part of the Tenant that may be contained in the Lease. Nothing herein contained shall be construed as precluding the Landlord from having such remedy as may be and become necessary in order to preserve the Landlord's right or the interest of the Landlord in the Premises and in the Lease, including but not limited to injunctive relief, even before the expiration of the grace or notice periods provided for in the Lease, if under particular circumstances then existing the allowance of such grace or the giving of such notice will prejudice or will endanger the rights and estate of the Landlord in the Lease or in the Premises.

The rights and remedies of the parties to the Lease, whether provided by law or by the Lease, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party. No waiver made by either party with respect to performance, or manner or time thereof, of any obligation of the other party or any condition to its own obligation under the Lease shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligations of the other party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or in regard to any obligation of the other party.

In all situations or under any provision hereof where injunctive relief is an available remedy to the Landlord, such relief shall be available to the Landlord without the requirement or posting a bond or other collateral.

Tenant hereby acknowledges that the designation of the Escrow Funds as liquidated damages to Landlord for an Event of Default by Tenant hereunder is reasonable as to the amount, that Landlord's actual damages would be difficult to ascertain and the parties agree that it is reasonable to establish a fixed amount of liquidated damages at this time, provided, however, that if Landlord elects not to accept the unreimbursed Escrow Funds as liquidated damages, Landlord may proceed to exercise such additional remedies as are available to it hereunder without restriction as to the amount of damages.

30. LIEN FOR PAYMENT OF RENT.

Tenant hereby pledges and assigns to Landlord, in addition to Landlord's statutory lien for Rent pursuant to Florida Statutes Chapter 83, as security for the payment of any and all Rent to

other sums or amounts provided for herein, all of the permanent improvements, furniture, fixtures, personal property, equipment, goods and chattels of Tenant which shall or may be brought, put on, or regularly kept at the Premises, and Tenant agrees that said lien may be enforced by distress, foreclosure or otherwise, at the election of the Landlord. Tenant agrees hereby to execute and deliver upon request a standard Uniform Commercial Code Financing Statement, which Tenant acknowledges is in a form sufficient to perfect the lien in favor of Landlord created by this paragraph. Tenant agrees for itself and its assignees or sub-lessees that it shall execute such further documentation as may be required by Landlord in connection with the perfection or continuation of this lien. During the Term, Tenant shall not remove any property from the Premises, other than in Tenant's ordinary course of business, without Landlord's written consent. Removal of Tenant's property without Landlord's consent shall be an Event of Default under this Lease, and Landlord shall be entitled to enforce its rights by injunction in addition to any other remedy available under this Lease and applicable law.

31. WAIVER OF DEFAULT.

Failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law and/or in equity.

No waiver of any term, provision, condition or covenant of this Lease by Landlord nor the failure of Landlord to insist upon strict performance of one or more covenants or conditions of this Lease shall be deemed to imply or constitute a further waiver by Landlord of any other term, provision, condition or covenant of this Lease, and no acceptance of Rent or other payment shall be deemed a waiver of any default hereunder, nor shall such acceptance operate as a waiver of any provisions of the Lease or any of Landlord's rights, remedies, privileges or options.

32. RIGHT OF ENTRY.

A. Landlord, or any of its agents; shall have the right to enter the Premises during all reasonable hours and after twenty-four (24) hours' notice to Tenant (except in the event of an emergency, to be determined in Landlord's sole discretion, in which event no notice shall be required) to examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or to otherwise exhibit the Premises to third parties, including, without limitation, mortgagees, insurance examiners and building inspectors. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease. Landlord and Tenant agree that to the extent there is any restriction on Landlord's right of entry to the Premises apply solely to Landlord in its capacity as a landlord and do not apply to Landlord in its capacity as a municipality with jurisdiction over the Premises and the property where it is located.

B. Tenant is and shall be in exclusive control and possession of the Premises, and Landlord shall not, in any event whatsoever, be liable for any injury or damage to any property or to any person happening in, on or about the Premises, nor for any injury or damage to any property of Tenant, or of any other person or persons contained therein. Notwithstanding the foregoing, however, Landlord is expressly permitted to enter and inspect the Premises at reasonable times

and upon reasonable notice. Such entering and inspections rights are, however, made for the sole and express purpose of enabling Landlord to be informed as to whether Tenant is complying with the agreements, terms, covenants and conditions of the Lease and if Landlord so desires, to do such acts as Tenant shall have failed to do after notice from Landlord as otherwise required herein. Such access and inspection rights shall not in any event impose on Landlord any obligations not expressly set forth herein.

33. RELEASE AND CONDITION OF THE PREMISES.

A. Tenant is relying solely upon its own verification of Landlord's title to the Premises and restrictive covenants, easements and limitations or uses of record, its own inspection, investigation and analyses of the Premises and the County Club Operations in leasing the Premises and is not relying in any way upon the representations, statements, agreements, warranties, studies, reports, descriptions, guidelines or other information or material furnished by the Landlord or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding the Premises or the Country Club Operations (including but not limited to the information in and provided in connection with the RFP/RFQ issued by the City dated _____).

B. As-Is. Where-Is.

1) EXCEPT AS EXPRESSLY PROVIDED HEREIN, TENANT ACKNOWLEDGES AND AGREES THAT THE PREMISES ARE BEING LEASED IN AN "AS-IS," "WHERE-IS" CONDITION "WITH ALL FAULTS" RELATING TO THE PHYSICAL CONDITION OF THE PREMISES AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES AS TO THE PHYSICAL CONDITION OF THE PREMISES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE LANDLORD.

2) TENANT ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SET FORTH IN THIS LEASE, THE LANDLORD HAS NOT, DOES NOT AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO ANY WARRANTY OF TITLE CONDITION, MERCHANTABILITY, HABITABILITY, OPERABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PREMISES.

3) TENANT ACKNOWLEDGES AND AGREES THAT, LANDLORD HAS NOT, DOES NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS INCLUDING BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE, MATERIAL OR SUBSTANCE.

Tenant acknowledges that the condition of the Premises is accepted by the Tenant for purposes of this Section includes the following: (A) the quality, nature, adequacy or physical condition of the Premises including, but not limited to, the structural elements, foundation, roof,

appurtenances, access, landscaping, parking facilities or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Premises, if any; (B) the quality, nature, adequacy or physical condition of soils, sub-surface support or ground water at the Premises; (C) the existence, quality, nature, adequacy or physical condition of any utilities serving the Premises, or access thereto; (D) the qualification or feasibility of the Premises for the Country Club Operations; or (E) the quality of any labor or materials relating in any way to the Premises.

34. NOTICE; APPROVALS.

Any notice to be given Landlord as provided for in this Lease shall be in writing and shall be sent to Landlord by United States certified mail, postage prepaid, return receipt requested, addressed to Landlord at Landlord's office at the address set forth below, hand delivered, or sent by a nationally recognized overnight courier to Landlord at such office. Any notice to be given to Tenant under the terms of this Lease shall be in writing and shall be sent by United States certified mail, postage prepaid, return receipt requested, hand delivered, sent by a nationally recognized overnight courier to the Tenant at the address set forth below, or delivered to Tenant via electronic mail. Any notice given by mail shall be deemed given on the date notice is delivered, refused, or delivery attempted. Any notice given by electronic mail shall be deemed given on the date sent.

TO LANDLORD: City of Coral Gables
 405 Biltmore Way
 Coral Gables, FL 33134
 Attn: City Manager

WITH COPIES TO: _____

and

Miriam Ramos
City Attorney
City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

And

Vivian de las Cuevas-Diaz, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131

TO TENANT: BTW INVESTMENTS LLC
 235 CATALONIA AVE
 CORAL GABLES, FL 33134

ATTN: RODNEY BARRETO

WITH A COPY TO:

RICHARD L. BARBARA, PA
224 PALERMO AVENUE
LOREAL GABLES, FL 33134
ATTN: RICHARD L. BARBARA, ESQ

A. Whenever this Lease provides for Landlord's approval or consent, said approval or consent shall be in writing, absent which any alleged approval or consent shall not be binding on Landlord.

B. Whenever Tenant's approval or consent is required pursuant to this Lease, it shall not be unreasonably withheld or delayed, except as may otherwise be expressly provided herein.

C. Either party, from time to time, by such notice, may specify another address to which subsequent notice shall be sent. Any notice given by mail shall be deemed given three (3) days following the date of mailing.

35. PARKING PLAN.

Tenant shall submit to Landlord, for its consent and written approval, prior to the Possession Date, a parking plan for customer, patron, member and valet parking at the Premises (the "Parking Plan"). The first draft of the proposed Parking Plan shall be submitted to Landlord by Tenant not later than 11/1/2022. Tenant shall submit to Landlord, for its consent and written approval, an updated Parking Plan once every twenty-four (24) months and/or whenever deemed necessary by Landlord in its sole and absolute discretion.

36. SURRENDER OF PREMISES.

Upon the expiration of the Lease Term, Landlord's Furnishings and Equipment, free and clear of all debts, mortgages, encumbrances, and liens (which for this purpose shall include all Furnishings and Equipment except Tenant's Furnishings and Equipment) shall automatically pass to, vest in and belong to the Landlord or its successor in ownership and it shall be lawful for the Landlord or its successor in ownership to re-enter and repossess the Premises and the Landlord's Furnishings and Equipment, thereon without process of law. The Landlord and Tenant covenant that, to confirm the automatic vesting of title as provided in this paragraph, each will execute and deliver such further assurances and instruments of assignment and conveyance as may be required by the other for that purpose. Tenant in such event does hereby waive any demand for possession thereof and agrees to surrender and deliver the Premises and the Landlord's Furnishings and Equipment thereon without process of law peaceably to the Landlord or its successor in ownership immediately upon such expiration or termination, Tenant shall have the right to remove any or all Tenant Furnishings and Equipment from the Premises, provided that Tenant repairs any damage to the Premises caused by such removal and that Tenant's Furnishings and Equipment are removed within thirty (30) calendar days after the date of expiration or termination. If Tenant's Furnishings and Equipment are not removed from the Premises within such thirty-day period, it is hereby agreed that Tenant's Furnishings and Equipment shall (without the payment of compensation to the Tenant or others) become the property of the Landlord, but the foregoing shall not preclude

claims by Tenant's subtenants as to their personality and trade fixtures. For avoidance of doubt, if Furnishings and Equipment are not inventoried as Tenant Furnishings and Equipment pursuant to Section 1(J)(1) herein, such Furnishings and Equipment shall become property of the Landlord.

If the Lease is terminated or cancelled because of an Event of Default by Tenant, then Tenant's Furnishings and Equipment shall not be removed and shall automatically become the property of the Landlord, free and clear of any and all debts, mortgages, encumbrances and liens and shall be subject to the default and lien provisions of Sections 29 and 30 herein.

Landlord shall, prior to termination, be entitled to conduct an inspection of the Premises, Furnishings and Equipment to confirm that the provisions of this Section and the Lease have been met.

Without limiting Landlord's rights and remedies, if Tenant holds over in possession of the Premises after the expiration of the Term or earlier termination thereof, Tenant shall pay Landlord two hundred percent (200%) of the amount of Rent then applicable.

No receipt of money by Landlord from Tenant after termination of the Lease or the service of any notice of commencement of any suit or final judgment for possession shall reinstate, continue or extend the Term of the Lease or affect any such notice, demand, suit or judgment.

No act or thing done by Landlord or its agents during the Term hereby granted shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it be made in writing and signed by a duly authorized officer or agent of Landlord. Any personal property, furniture, fixtures, goods or chattels remaining in the Premises after the Termination Date shall be deemed abandoned. No surrender of the Premises prior to the end of the Term shall terminate this Lease unless Landlord agrees to such termination in writing.

37. SIGNS.

Tenant shall not have the right to install signs on the exterior of the Building or outside the Building, on the Premises, without, Landlord's consent and such signs must comply with all requirements of municipal and county governmental requirements. Tenant shall have the sole responsibility for maintenance, upkeep and insurance of same.

38. TRIAL BY JURY.

IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, AND TENANT'S USE OR OCCUPANCY OF THE PREMISES. TENANT FURTHER AGREES THAT THE PROVISIONS FOR PAYMENT OF RENT HEREIN ARE INDEPENDENT COVENANTS OF TENANT AND TENANT SHALL NOT INTERPOSE ANY NONCOMPULSORY COUNTERCLAIM OR COUNTERCLAIMS IN A SUMMARY PROCEEDING OR IN

ANY ACTION BASED UPON NON-PAYMENT OF RENT OR ANY OTHER PAYMENT REQUIRED OF TENANT HEREUNDER.

39. INVALIDITY OF PROVISION.

If any term or provision of the Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Lease or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of the Lease shall be valid and be enforceable to the fullest extent permitted by law.

40. TIME OF ESSENCE.

It is understood and agreed between the parties hereto that time is of the essence of all the terms and provisions of the Lease.

41. SUCCESSORS AND ASSIGNS.

All terms and provisions of the Lease to be observed and performed by Tenant shall be applicable to and binding, upon Tenant's respective heirs, personal representatives, successors and assigns, subject, however, to the restrictions as to assignment and subletting by Tenant as provided herein. All expressed covenants of this Lease shall be deemed to be covenants running with the land.

42. MISCELLANEOUS.

A. The terms Landlord and Tenant as herein contained shall include singular and/or plural, masculine, feminine and/or neuter, heirs, successors, personal representatives and/or assigns wherever the context so requires or admits. The terms and provisions of the Lease are expressed in the total language of the Lease and the Section headings are solely for the convenience of the reader and are not intended to be all-inclusive and shall not be deemed to limit or expand any of the provisions of the Lease. Any formally executed addendum or rider to or modification of the Lease shall be expressly deemed incorporated by reference herein unless a contrary intention is clearly stated therein. All exhibits attached to this Lease are hereby incorporated in and made a part hereof. Neither the Lease nor any memorandum or short form thereof shall be recorded in the Public Records of Miami-Dade County, Florida.

B. Unless a different time frame has been agreed upon by the parties, Landlord shall not be deemed to be in default hereunder unless Landlord has failed to cure its default within thirty (30) days following its receipt of written notice thereof from Tenant.

C. Tenant represents and warrants that it has dealt with no broker, salesman, agent or other person in connection with the Lease and that no broker, salesman agent or other person brought about this transaction, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, salesman, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.

D. The term "Force Majeure" as used in the Lease shall mean, except with respect to payment obligations under this Lease, including Tenant's obligation to pay Rent, no party shall be liable for, nor shall such party be considered in breach of this Lease due to, any failure to perform its obligations under this Lease as a result of a cause beyond its control, including any act of God, terrorism, military or civil uprising, fire, flood, earthquake, hurricane, tornado, unavailability of supplies, which could not have been prevented by such party with reasonable care and which, in the case of Tenant, prevents Tenant from safely and reasonably operating its business activities, but shall not include financial inability due to economic conditions (each, a "Force Majeure Event"). Within 24 hours of the occurrence of a Force Majeure Event, the affected party shall notify the other party of the occurrence by providing notice in accordance with this Lease, to the other party. The time for performance required of the affected party shall be extended by the period of such delay provided the party is exercising good faith and diligent efforts to overcome the cause of such delay.

E. Tenant is a FLORIDA, LLL organized and existing under the laws of the State of Florida and its current registration status is active and in good standing. Attached hereto as Exhibit G is a true, complete and correct copy of Tenant's Articles of ORGANIZATION and the names of the owners and the percentage ownership of the Tenant owned by each owner. Simultaneously with the execution of the Lease, Tenant shall deliver to Landlord a certified resolution of the MEMBERS of Tenant authorizing the execution and delivery of the Lease by Tenant and the performance of Tenant's obligations hereunder.

F. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

G. The Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, are deemed incorporated and merged into the Lease and it may be modified only by an agreement in writing signed by Landlord and Tenant. No surrender of the Premises, or of the remainder of the Term of the Lease, shall be valid unless accepted by Landlord in writing. Tenant acknowledges and agrees that Tenant has not relied upon any statement, representation, prior written or prior or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

H. Tenant agrees that, during the term of this Lease neither it or its affiliates or parent entities will directly or indirectly, lease, license, operate or manage (a) any facility in Miami-Dade County using the same or substantially similar name, logo or trademarks to those which are used at the Premises or in the Country Club Operation or (b) any other Uses similar to the Country Club Operation or a facility similar in operations, style, name, logo or trademark to the Premises within five (5) miles of the Premises, in either such case above, without the prior consent of Landlord, which consent may be withheld in Landlord's sole discretion. This provision does not apply to the Café operations conducted on the Premises which may be operated by Tenant in locations outside the City limits.

I. Tenant designates RICH BARBARA as its authorized representative to Landlord on all matters in connection with this Lease. Landlord designates the City Manager of the City of Coral Gables (or his/her designee) as Landlord's authorized representative to Tenant on all matters in connection with this Lease. Each party shall have the right to rely upon the authority of the authorized representative of the other party to take any and all action pursuant to this Lease. Either party shall have the right to change its designated representative upon written notice.

J. All requests for action or approvals by the Landlord shall be sent to the City Manager for decision as to whom within the Landlord, including the City Commission, must act or approve the matter on behalf of the Landlord. If the City Manager's office shall be vacant or if the City Manager shall not have the full authority to act or approve matters required of the Landlord pursuant to the Lease, then the Landlord shall, promptly upon written request by the Tenant, designate such, other officer or department as may be appropriate to perform the Landlord's obligations. Unless otherwise specified to the contrary herein, all decisions, approvals and actions required of the Landlord in the Lease must be decided, given or taken within ~~sixty (60)~~ consecutive days after the receipt of written notice requesting same. **THIRTY (30)**

K. Tenant agrees that, in the performance of its obligations hereunder, neither it nor its employees or agents will discriminate (nor will they permit to occur any discrimination) as to race, color, creed, handicap, or national origin in the operation of the Premises or in the performance by Tenant (or its employees, sub tenants, operator, or agents) of its obligations under the Lease. No covenant, agreement, lease, conveyance or other instrument concerning the sale, lease, use or occupancy of the Premises or any portion thereof shall be effected or executed by Tenant, its successors, assigns or any subsequent owner or occupant, whereby the Premises or any portion thereof is restricted by Tenant or any successor, assign or subsequent owner or occupant, upon the basis of race, color, religion, sex, national origin, or handicap. Tenant and all such parties in interest shall comply with all applicable state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, religion, sex, national origin, or handicap in the use or occupancy of the Premises or any portion thereof. Furthermore, Tenant and all such parties in interest shall agree to make accommodations for the handicapped as required by law and that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, be denied access to facilities within the Premises or any part thereof, to the extent required by law, or be subjected to discrimination under any program or activity allowed under the Lease except as permitted by law.

L. Tenant agrees that, during the term hereof, it will implement a Drug Free Workplace policy, and will take such steps as may be necessary with regard to the hiring, disciplining and firing of its employees, agents, servants and contractors, as will insure that the Premises is operated in a drug free fashion.

M. Tenant agrees that it shall, at its expense, maintain the historic portions of the Premises which have been designated as being subject to historic preservation by the City of Coral Gables Division of Historic Resources. Additionally, no changes of any nature or kind may be made to the historic portions of the Premises without the written approval of the Historic Resources Department in each instance. Furthermore, the Historic Resources Department may hereafter designate other portions of the Premises (either interior or exterior) as being subject to historic preservation, which designation Tenant agrees to consent to (if needed). Notwithstanding the

foregoing, however, routine and ordinary maintenance of such portions of the Premises as may be designated as being subject to historic preservation shall be provided by Tenant at its sole cost and expense.

N. Notwithstanding anything herein to the contrary, Landlord covenants that Tenant, upon fulfilling its obligations hereunder, may peaceably and quietly possess, manage, and operate the Premises free from molestation, eviction, or disturbance by Landlord, or by any person through whom Landlord shall derive its title to or right to occupy and use the Premises, or by any other person or persons claiming an interest by, through, or under Landlord.

O. The Lease shall be governed by the laws of the State of Florida. The Lease is subject to and shall comply with the Charter of City of Coral Gables and the ordinances of City of Coral Gables. Any conflicts between the Lease and the aforementioned laws and Charter shall be resolved in favor of the latter. If any term, covenant, or condition of the Lease or the application thereof to any person or circumstances shall to any extent, be illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity or becomes unenforceable because of judicial construction, the remaining terms, covenants and conditions of the Lease, or application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of the Lease shall be valid and be enforced to the fullest extent permitted by law.

P. No member, official, representative, or employee of Landlord shall have any personal interest, direct or indirect, in the Lease, nor shall any such member, official, representative or employee participate in any decision relating to the Lease which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No member, official, elected representative or employee of Landlord shall be personally liable to Tenant or any successor in interest in the event of any default or breach by Landlord or for any amount which may become due to Tenant or successor or on any obligations under the terms of the Lease.

Q. The Lease may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute but one and the same instrument.

R. Landlord's fee interest in and ownership of the Premises shall not be subject or subordinate to or encumbered by any lien or encumbrances affecting Tenant's interest in the Lease or the Premises or by any action or conduct of Tenant hereunder or by any lessee or sublessee. In this regard, the Base Rent and the Percentage Rent then payable at any point in time during the term of the Lease shall be paid by the Tenant to Landlord and shall be superior in right to all claims or rights hereunder including but not limited to all expenses of operation, and any distributions of profit to the Tenant or any of its partners.

S. Tenant acknowledges that the Premises is used as a voting station by the Miami Dade County Department of Elections. Tenant agrees to work with the City, the Miami Dade County Department of Elections and all other relevant government entities to provide access to the Premises during general and special federal, state and local elections. Tenant also agrees to comply

with all laws, codes, ordinances, resolutions, rules and regulations in performing its obligations to allow for use of the Premises as a voting station.

43. ~~44.~~ **MEDIATION: TO BE NEGOTIATED**
45. ARBITRATION.

A panel of arbitrators ("Arbitration Panel") shall be established when a controversy arises under a provision of the Lease where arbitration is specifically required.

1.) The appointments to the panel shall be made in the following manner:

- (a) The Landlord shall name one member;
- (b) Tenant shall name one member; and
- (c) The aforesaid members shall promptly name a third member.

If either party shall fail to designate a member within ten (10) days after a written request so to do by the other party, then such other party may request the President of the Florida Chapter of the American Arbitration Association to designate a member, who when so designated shall act in the same manner as if he had been the member designated by the party so failing to designate an arbitrator. If the two members are unable to agree upon a third member within ten (10) days from the last date of designation, such third member shall be designated by the President of the Florida Chapter of the American Arbitration Association, upon the request of either of the two members.

2.) Actions, Hearings and Decisions. All actions, hearings and decisions of the Arbitration Panel shall be conducted, based upon and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. In determining any matter before them, the Arbitration Panel shall apply the terms of this Lease, and shall not have the power to vary, modify or reform any terms or provisions of the Lease in any respect. The Arbitration Panel shall afford a hearing to the Landlord and to Tenant and the right to submit evidence with the privilege of cross-examination on the question at issue. All arbitration hearings shall be held at a place designated by the Arbitration Panel in Coral Gables County, Florida.

A hearing shall be commenced within thirty (30) days following the selection of the last of the three arbitrators. A court reporter shall make a transcript of the hearing. The parties and the Arbitration Panel shall use their best efforts to conclude the hearing within ten (10) days. The parties shall be entitled to such pre-trial discovery as they may agree, or as determined by the Arbitration Panel. The Arbitration Panel shall have the right to question witnesses at the hearing, but not to call witnesses. The Arbitration Panel may grant continuances for good cause, or with the agreement of both parties. The Arbitration Panel may render a decision at the close of the hearing, or may request briefs on any or all issues. Any and all such briefs, including reply briefs, shall be filed with the terms and on the schedule set by the Arbitration Panel, but in any event no later than forty-five (45) days following the commencement of the hearing. The Arbitration Panel shall render a determination within sixty (60) days from the conclusion of the hearing. If no determination is rendered within such time, unless the parties agree otherwise, a new Arbitration Panel shall be selected as described above, but the new Arbitration Panel shall render a determination solely upon review of the record of the hearing without a further hearing.

The Arbitration Panel selected hereunder shall agree to observe the Code of Ethics for Arbitrators in Commercial Disputes promulgated by the American Arbitration Association and the American Bar Association, or any successor code. The decision of a majority with respect to any matter referred to it under this Lease shall be final, binding and conclusive on the Landlord and Tenant and enforceable in any court of competent jurisdiction. Together with the determination, the Arbitration Panel shall provide a written explanation of the basis for the determination. Each party shall pay the fees and expenses of the member of the Arbitration Panel designated by such party, such party's counsel and witness fees, and one-half (1/2) of all expenses of the third member of the Arbitration Panel.

45/44. ATTORNEYS' FEES.

If either party defaults in the performance of any of the terms or provisions of this Lease and by reason thereof the other party employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon defaults, or in the event a party successfully defends an action against them for breach under this Lease, then in any of said events the prevailing party shall be, entitled to receive from the other party reasonable attorneys' fees and expenses and costs incurred by the prevailing party pertaining thereto (including costs and fees relating to any appeal) and in enforcement of any remedy.

46/45. LANDLORD'S CONTROL OF LAWSUITS.

The parties agree that in any lawsuit brought in its name or defended in its name, Landlord must retain all final control and authority of the lawsuit. Therefore, in any lawsuit envisioned in this Lease in which Landlord is a party, Landlord retains full control of the lawsuit, including full authority to determine what legal actions or positions may be asserted to the courts in the name of Landlord and the full authority to settle or compromise any claim on behalf of Landlord. Tenant agrees that its responsibilities under this Lease continue in full force and effect regardless of any decision of Landlord in this regard.

47/46. GUARANTY OF PERFORMANCE OF TENANT.

Upon the Effective Date, Tenant shall cause _____ (the "Guarantor") to execute and deliver to Landlord a Guaranty of the Lease (the "Guaranty") in the form and content attached hereto as Exhibit H. Annually, Tenant shall provide or cause to be provided to Landlord, (i) the Financial Statements of the Guarantor and (ii) copies of the filed federal and state income tax returns of Guarantor for each taxable year. If after review of the Guarantor's financial documents Landlord is not reasonably satisfied with the financial ability of Guarantor to perform the obligations of the Tenant under this Lease in the event of a default, Tenant shall immediately replace the Guarantor with a guarantor acceptable to Landlord who has there wherewithal to perform the obligations of the Tenant hereunder in the event of a default.

48/47. PUBLIC RECORDS.

Rolling *

Records subject to the provisions of Public Records Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Tenant acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the Landlord in accordance with requests submitted under Chapter 119 or court orders

without penalty or reprisal to the Landlord for such disclosure and/or production. Tenant also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Tenant agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein.

49 48. SOVEREIGN IMMUNITY.

Landlord and Tenant acknowledge that the Florida Doctrine of Sovereign Immunity bars all claims against Landlord other than claims arising out of this Lease. Specifically, Tenant acknowledges that it cannot and will not assert any claims against Landlord, unless the claim is based upon a breach by Landlord of this Lease. Furthermore, Tenant understands that it has no right and will not make any claims based upon any of the following: (i) claims based upon any alleged breach by Landlord of warranties or representations not specifically set forth in this Lease; (ii) claims based upon negligence or any tort arising out of this Lease; (iii) claims upon alleged acts or inaction by Landlord, its elected officials, attorneys, administrators, consultants, agents, or any Landlord employee; or (iv) claims based upon an alleged waiver of any of the terms of this Lease. Nothing in this Lease is intended to operate as a waiver of Landlord's sovereign immunity, as set forth in the Florida Constitution and Florida Statutes Chapter 768.28.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Lease Agreement in several counterparts each of which shall be deemed an original, but all constituting a single agreement, in Miami-Dade County, Florida, as of the day and year first above written.

LANDLORD:

**CITY OF CORAL GABLES, a
municipal corporation of the State of Florida**

By: _____
Peter J. Iglesias
City Manager

ATTEST:

By: _____
Billy Y. Urquia
City Clerk

Approved as to form and legal sufficiency

By: _____
Miriam Soler Ramos
City Attorney

TENANT:

_____,

By: _____
Name: _____
Title: _____

ATTEST/WITNESS:

By: _____
Name: _____

By: _____
Name: _____

APPROVED BY:

Economic Sustainability	Risk Management	Procurement

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND, TENNIS FACILITY AND PARKING LOT

[Land include legal of Tennis Facility and Parking Lot]

997 NORTH GREENWAY DRIVE ALSO KNOW AS "THE COUNTRY CLUB OF CORAL GABLES", WITH THE LEGAL DESCRIPTION OF LOTS 1-9 AND 37-39, BLOCK 32, SECTION "B"

Property Boundary Description of the Tennis Facility:

That portion of the Granada Golf Course that is approximately 130 feet North of the north right-of-way line of South Greenway Drive and 336 feet West of the west right-of-way line of Granada Boulevard, which is now occupied and used as six (6) tennis courts and a Tennis Club House.

EXHIBIT B

TENANT IMPROVEMENTS PLAN

Please provide details for each improvement proposed in the categories listed below to include specific job/type of improvement, timeframe, and estimated cost.

Category	Type of Improvement	Estimated Timeframe	Estimated Cost
Mechanical	Repair/Replace HVAC and Hood Systems	120 days from mobilization	\$150,000.00
Electrical	Repair/replace electrical systems, update/upgrade light fixtures and controls throughout.	210 from mobilization	\$250,000.00
Fire & Life Safety	Update/Enhance systems to meet current code requirements and for new equipment	350 days from mobilization	\$100,000.00
Interior Finishes	New flooring, restroom renovations, spa renovations, FF&E, Woodwork repair/replacement, Paint, etc.,	350 days from mobilization	\$935,000.00
Exterior Finishes	Roof repair/replace, Pool renovations, Landscaping, Tennis Center Expansion, Tennis Court Refurbishment, Exterior Paint, etc.,	350 days from mobilization	\$1,245,000.00
Miscellaneous/Other	Plumbing repairs/updates and new installations for additions, i.e., full service bars, New Bar Construction, Low Voltage/IT/Audio-Visual	350 days from mobilization	\$735,000.00
Subtotal	\$3,415,000.00		
Contingency	\$735,000.00 ¹		
Total	\$3,765,000.00²		

Tenant shall be entitled to reallocate savings from one category to pay for cost overruns in another category. In addition, these categories include the architectural, design, and engineering costs for plans and services related to the category.

RFP 2021-009 Management and Operation Services (The Country Club of Coral Gables)

¹ Intended for smallware, cookware, furnishings, art, movable items, etc.

² This total and all figures herein are approximations. Better approximations and estimates shall follow a more thorough analysis of the subject facilities.

* SEE PROPOSAL REVENUE FORM

EXHIBIT "C"

RENT SCHEDULE

Base Rent. For the first six (6) months following the Possession Date, Tenant shall pay no Rent. Starting upon the Rent Commencement Date, which is _____, Tenant shall pay Base Rent of _____ (\$ _____) per month from _____ to _____. Commencing _____, Base Rent payments shall be _____ (\$ _____) per month payable, in advance, on the first day of each month. _____ shall, for purposes of this Rent Schedule, be the beginning of Rental Year 1. The Base Rent for each successive Rental Year of the initial Term shall escalate at _____ (%) annually in accordance with the schedule listed below.

The total Base Rent payable during the first Renewal Term and the second Renewal Term shall be equal to _____ (%) of Market Rate plus annual adjustments of _____ (%) after the Rental Year of the applicable Renewal Term, which is defined as the Rent that Landlord should reasonably be able to obtain for the Premises effective the first day of the first Renewal Term or second Renewal Term, as applicable which in no event shall be less than _____ (%) of the Base Rent in effect for the last Rental Year of the initial Term or first Renewal Term, as applicable. Said "Market Rate" as used herein shall be based on the prevailing market rate for comparable use and other relevant factors including but not limited to size, location, and condition. Landlord shall provide Tenant with its determination of Market Rate after Landlord's acceptance of Tenant's Renewal Notice. Pending determination of Market Rate, Tenant shall pay Base Rent for the beginning of the Renewal Term in the amount of _____ (%) of the Base Rent in effect for the last Rental Year of the initial Term. If Tenant objects to Landlord's determination of Market Rent, Tenant shall send written objection to Landlord within ten (10) days of receipt of Landlord's determination. Failure to object within such ten (10) day period shall be deemed acceptance of Landlord's determination. If Tenant objects to Landlord's determination of Market Rate, Landlord shall have the option to retroactively reject Tenant's Renewal Notice and the Lease shall terminate in accordance with Section 36 of the Lease.

See the schedule below, which shall be controlling over any language description of the amount of Base Rent during the Initial Term.

<u>Rental Year</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
1	\$ _____	\$ _____
2	\$ _____	\$ _____
3	\$ _____	\$ _____
4	\$ _____	\$ _____
5	\$ _____	\$ _____
6	\$ _____	\$ _____
7	\$ _____	\$ _____
8	\$ _____	\$ _____
9	\$ _____	\$ _____
10	\$ _____	\$ _____

11	\$ _____	\$ _____
12	\$ _____	\$ _____
13	\$ _____	\$ _____
14	\$ _____	\$ _____
15	\$ _____	\$ _____

Percentage Rent. In addition to Base Rent, commencing in the _____ Rental Year and continuing throughout the Term of the Lease, Tenant shall pay to Landlord additional annual Rent ("Percentage Rent") in an amount equal to the sum of: (1) ~~ONE PERCENT~~ **1** % of the amount by which the Gross Revenues for the Rental Year in question is in excess of \$ **6,500,000.00** less (2) the amount by which real estate taxes assessed for the Rental Year in question exceeds the Adjusted Base Real Estate Tax. Adjusted Base Real Estate Tax is defined as \$ _____ in the 1st Rental Year escalated annually at _____ (%). For example, if Gross Revenues in Rental Year 3 equal \$ _____ and Real Estate Taxes assessed for that Rental Year equaled \$ _____, the Percentage Rent would be calculated as follows:

Annual Percentage Rent Prior to Real Estate Tax Adjustment:

\$ _____ less \$ _____ = \$ _____ x _____ % = \$ _____ Real Estate Tax Adjustment:

\$ _____ less Adjusted Base Real Estate Tax of \$ _____ (i.e. \$ _____ x 1.0⁻²) = \$ _____ Annual Percentage Rent = \$ _____ less \$ _____ = \$ _____ Total Base and Percentage Rent Due for Rental Year 3 = Base Rent of \$ _____ plus Percentage Rent of \$ _____ = \$ _____ Percentage Rent for each Rental Year shall be due and payable, in arrears, quarterly, upon the _____ day of March, June, September and December of each Rental Year following the Rental Year which the Percentage Rent applies.

*** SEE PROPOSAL REVENUE FORM**

EXHIBIT "D"
ESCROW AGREEMENT

TO BE NEGOTIATED

EXHIBIT "E"
MEMBERSHIP AND USE PROGRAM

SEE SUBMITTAL III

EXHIBIT "F"

INSURANCE REQUIREMENTS

Without limiting the Tenant's indemnification of the Landlord, and during the Term of this Lease, Tenant shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and the City Attorney's Office.

Such programs and evidence of insurance shall be satisfactory to the Landlord and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the Landlord. All certificates of insurance or other forms evidencing coverage to the Landlord must be acceptable to the Landlord. The certificate holder should read, and all coverage shall be evidenced to:

City of Coral Gables, Risk Management Division
Insurance Compliance
Attn: David Ruiz, Risk Manager
Email: druiz@coralgables.com;
cityofcoralgables@ebix.com
2801 Salzedo Street, 2nd Floor
Coral Gables, Florida 33134

The following documents must be provided to Landlord: a certificate of insurance containing the following information: (i) issued to entity contracting with the Landlord; (ii) evidencing the appropriate coverage; (iii) evidencing the required limits of liability required; (iv) evidencing that coverage is currently in force; and (v) language provided in the special provision section of the certificate of insurance affirming that all endorsements required by the Landlord have been endorsed to all of the policies.

Such certificates or other document evidencing all insurance coverage shall be delivered prior to taking possession of the Premises under this Lease, and at a minimum evidence of Commercial General Liability Insurance shall be provided prior to the Landlord executing this Lease, provided that Tenant's failure to provide such evidence to Landlord shall not extend the Rent Commencement Date. All insurance coverage evidenced to the Landlord shall specifically identify this Lease and shall contain the express condition that the Landlord is to be given written notice, by receipted delivery, at least thirty (30) days in advance of any cancellation, non-renewal or material change of any insurance policy.

A. The Tenant shall maintain during the Term of this Lease, except as noted, the following insurance:

1. Workers' Compensation and Employers Liability Insurance covering all employees, subcontractors, and/or volunteers of the contractor and/or vendor engaged in the performance of

this Lease. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to workers' compensation insurance, with the following limits:

- (i) Workers' Compensation - Coverage A
- (ii) Statutory Limits (State of Florida or Federal Act)
- (iii) Employers' Liability - Coverage B
- (iv) \$1,000,000 Limit - Each Accident
- (v) \$1,000,000 Limit - Disease each Employee
- (vi) \$1,000,000 Limit - Disease Policy Limit

2. Commercial General Liability Insurance written on an occurrence basis including, but not to; coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

- (i) Each Occurrence Limit - \$1,000,000
- (ii) Fire Damage Limit (Damage to rented premises) - \$100,000
- (iii) Personal & Advertising Injury Limit - \$1,000,000
- (iv) General Aggregate Limit - \$2,000,000
- (v) Products & Completed Operations Aggregate Limit - \$2,000,000

3. Liquor Liability- written on an occurrence basis with limits of no less than \$1,000,000 per occurrence.

4. Property insurance - for the full value of any betterments or improvements made by the tenant adding the Landlord as a loss payee.

5. Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles, with a combined single limit of liability for bodily injury and property damage of not less than: Combined Single Limit (Each Accident) - \$1,000,000.

All liability policies shall name the Landlord as an additional insured on a primary and noncontributory basis, and all applicable policies shall name the Landlord as a loss payee. All insurance policies except for property insurance evidenced to the Landlord shall contain a waiver of subrogation endorsement in favor of the Landlord.

All insurance policies evidenced to the Landlord shall contain provisions and/or be endorsed so that the Landlord will receive written notice, by receipted delivery, at least thirty (30) days in advance of any cancellation, non-renewal or material change of any insurance policy that has evidenced to the Landlord. The Landlord will accept the State of Florida statutory notice provisions (including 10-day notice for cancellation due to non-payment of premium) provided such notice is provided to the Landlord in the same manner it is provided to the first named insured, the Tenant.

The standard cancellation language on a certificate of insurance does not meet this requirement.

Notices of cancellation, non-renewal or material change must be provided to the following

address:

CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. Box 100085 - CE
Duluth, GA 30096

Said policies shall contain a "severability of interest or "cross liability" clause without obligation for premium payment of the Landlord. The Landlord reserves the right to request a copy of the required policies directly from their insurance representative for review at any time.

Failure on the part of the Tenant to obtain and maintain all required insurance coverage is a material breach upon which the Landlord may, in its sole discretion, immediately terminate this Lease or obtain such insurance on behalf of Tenant and charge the cost therefor to Tenant, along with a twenty percent (20%) administration fee as additional Rent. Tenant agrees to pay as Rent any increase in Landlord's insurance premiums, resulting from Tenant's activities, whether or not Landlord has consented to such activity.

If Landlord's insurance premiums for any separate insurance carried by Landlord exceed the standard premium rates for similar property because the nature of Tenant's operation results in extra hazardous exposure, then Tenant shall reimburse Landlord, immediately upon receipt of appropriate invoices from Landlord, for such increase in premiums. It is understood and agreed between the parties hereto that any such increase in premiums shall be considered as rent due and shall be included in any lien for Rent.

B. Tenant's contractors and subcontractors shall provide evidence of insurance, and Tenant shall include or cause to be included in each contract for work to be performed at the Premises on behalf of Tenant the following insurance requirements:

(a) Installation, floater or builder risk-completed value fire and extended coverage form covering damage to the construction and improvements to be made by Tenant in amounts at least equal to the estimated complete cost of the construction and improvements with one hundred percent (100%) coinsurance protection. Landlord and Tenant shall be named as an additional insured and loss payee.

(b) Commercial General Liability insurance with broad form endorsement or equivalent, product liability, contractual liability, personal and advertising injury, severability of interests with cross liability provision, and personal injury and property damage liability with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate, and with a deductible not to exceed Five Thousand Dollars (\$5,000.00). Said policy or policies shall name the Tenant and Landlord as an additional insured on a primary and non-contributory basis and shall reflect the hold harmless provisions contained herein.

(c) Worker's Compensation Insurance for all employees of Contractor including statutory limits for employer's liability insurance contained in Florida Statutes Section 440.

(d) Automobile Liability insurance covering all owned, non-owned and hired vehicles with a Combined Single Limit of no less than one million per occurrence. If vehicles are not owned or leased (long term) by the Contractor, then only hired and non-owned coverage applies.

Evidence of insurance of all contractors and subcontractors working under this Lease shall be maintained and kept for a period of time no less than the applicable statute of limitations and/or statute of repose for any claim that could be brought against Tenant and/or Landlord and/or for any claim that could be made against the contractor as a result of the work performed. These records must be made available to the Landlord upon request. Evidence of insurance shall include a certificate of insurance and copies of all applicable endorsements evidencing the required coverage. The certificate of insurance alone does not evidence insurance adequately. This includes, but is not limited to, endorsements evidencing additional insured status on a primary and noncontributory basis, waivers of subrogation, and endorsements amending the standard cancellation clause. The obligations set forth in this paragraph shall survive expiration or earlier termination of this Lease.

Tenant and its contractors and/or subcontractors shall comply with Florida Statutes Section 255.05, as applicable.

Tenant shall pay, as part of the Expense(s) of Operation, Landlord's cost to insure (i) the building structure (but not Tenant's improvements, furniture, fixtures, inventory or personal property, which remain Tenant's obligation to insure) for all risk coverage including windstorm, (ii) Commercial General Liability Insurance covering the common areas and shared facilities of the Premises, and (iii) any deductible required to be paid with regard to Landlord's policies.

EXHIBIT “G”

ARTICLES OF INCORPORATION AND OWNERSHIP OF TENANT

EXHIBIT "H"

POLLING GUARANTY OF LEASE

This GUARANTY OF LEASE (the "Guaranty") is entered into as of the ____ day of _____, _____ with reference to the following:

A. _____, a Florida limited liability company (together with its successors, and permitted assignees and subtenants, hereafter called "Tenant") is desirous of entering into a Lease, of even date herewith (the "Lease"), of certain Premises with the street address of 997 North Greenway Drive, Coral Gables, Florida.

B. _____ (the "Guarantor") has requested that the City of Coral Gables, a municipal corporation of the State of Florida (the "Landlord") enter into the Lease.

C. Landlord has refused to enter into the Lease unless Guarantor guarantees the Lease in the manner hereinafter set forth.

THEREFORE, to induce Landlord to enter into the Lease, Guarantor hereby agrees as follows:

1) Guarantor unconditionally guarantees to Landlord, and its successors and assigns, the full and punctual performance, observance and payment by Tenant of all of the terms, covenants, conditions and agreements of the Lease on Tenant's part to be kept, performed, observed or discharged and will on demand pay to Landlord any and all sums due to Landlord under the Lease, including all damages and expenses that may arise in consequence of Tenant's default under the Lease and Guarantor does hereby waive all requirements of notice of the acceptance of the Guaranty and all requirements of breach or non-performance by Tenant. This Guaranty shall be absolute, continuing and unlimited.

2) The liability of Guarantor hereunder shall be primary and joint and several with Tenant. If, at any time, default shall be made by Tenant in the performance or observance of any of the terms, covenants, conditions or agreements of the Lease on Tenant's part to be kept, performed, observance or discharged, Guarantor will keep, perform, observe and discharge the same, as the case may be, in the place and stead of Tenant. If any right of action shall accrue to Landlord under the Lease, Landlord may, at Landlord's option, proceed against Guarantor without having made any demand or claim, commenced any action or obtained any judgment against Tenant. Landlord shall be entitled to rely upon reasonable evidence of such failure in calling upon performance hereunder.

3) Any act of Landlord, or the successors or assigns of Landlord, consisting of a waiver of any of the terms, covenants, conditions or agreements of the Lease, or the giving of any consent to any manner of things relating to the Lease, or the granting of any indulgences or extensions of time to Tenant, may be done without notice to Guarantor and without releasing or otherwise affecting the obligations of Guarantor hereunder.

4) The obligations of Guarantor hereunder shall not be released by Landlord's receipt, application or release of security given for the performance, observances or discharge of

terms, covenants, conditions or agreements of the Lease on Tenant's part to be kept, performed, observed or discharged; nor by any amendment or modification of the Lease, but in case of any such amendment or modification, the liability of Guarantor shall be deemed amended or modified in accordance with the terms of any such amendment or modification of the Lease.

5) The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of Tenant in any creditors' receivership, bankruptcy or other proceedings, (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or any remedy for the enforcement of Tenant's said liability under the Lease resulting from the operation of any present or future provision of the United States Bankruptcy Act or other statutes or from the decisions of any court, (c) the rejection or disaffirmance of the Lease in any such proceedings, (d) the assignment or transfer of the Lease by Tenant, (e) any disability or other defense of Tenant, or (f) the cessation from any cause whatsoever of the liability of Tenant.

6) Until all of the covenants and conditions of the Lease on Tenant's part to be kept, performed, observed or discharged are fully performed, observed or discharged, Guarantor (a) shall have no right of subrogation against Tenant by reason of any payments or acts or performance by Guarantor in compliance with the obligations of Guarantor hereunder, (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder, and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to the Landlord under the Lease.

7) This Guaranty shall apply to the Lease, any extensions or renewals thereof, and to any holdover term following the term granted by the Laws or any extensions or renewals thereof.

8) Guarantor hereby (a) consents to any amendments, modifications, extensions or renewals of the Lease and (b) waives notice of any such amendments, modifications, extensions or renewals.

9) The Guarantor shall pay all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing the obligations of Tenant hereby guaranteed of the obligations of Guarantor hereunder.

10) This instrument may not be changed, modified, discharged or terminated orally or in any other manner other than by an agreement in writing signed by Guarantor and Landlord.

11) This Guaranty and the rights and duties of Guarantor and Landlord arising out of this Guaranty shall be governed by and construed in accordance with the laws of the State of Florida, excluding any conflicts of laws, rule or principle that might refer the governance or construction of this Guaranty to the law of another jurisdiction.

12) Guarantor hereby consents to the exclusive jurisdiction and venue of any state or federal court within the County of Miami Dade, Florida for adjudication of any suit, claim, action or other proceeding at law or in equity relating to this Guaranty, or to any transaction contemplated hereby. Guarantor hereby accepts and consents and submits to, generally and

unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any objection as to jurisdiction, venue, and any defense of forum non conveniens. Guarantor hereby irrevocably consents to the service of process from any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, at the addresses set forth below, or by any other method permitted by law.

Address for Service of Process:

(must be a U.S. address)

13) Guarantor hereby knowingly, voluntarily and intentionally waives the right it may have to a trial by jury in respect to any litigation based on this Guaranty, or arising out of, under, or in connection with this Guaranty and any transaction contemplated hereby.

* SEE SUPPLEMENTAL LANGUAGE *

IN WITNESS WHEREOF, Guarantor has executed this Guaranty of Lease as of the date first written above.

GUARANTOR

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____, by _____, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____
Notary Public, State of Florida
Commission #: _____
My Commission Expires: _____

The Guaranteed Sum under this Lease shall be (i) all sums under the Lease, payable by Tenant, for the ensuing twelve (12) month period of the Lease Term, on a rolling basis.
